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ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=21 NIKOLA OLSON
HAWLEY TROXELL ENNIS AND HAWLEY LLP

2021-096128
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\$70.00

Recording Requested By and
When Recorded Return to:

C&O Development, Inc.
6149 N. Meeker Place, Suite 110
Boise, Idaho 83713

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

**SECOND SUPPLEMENT TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PINE 43 SUBDIVISION**

THIS SECOND SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Pine 43 Subdivision (hereinafter referred to as "*Second Supplement*") is made on the date hereinafter set forth, by C&O Development, Inc., an Idaho corporation ("*Declarant*").

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "*Second Supplement Property*", more particularly described Pine 43 Subdivision No. 2, according to the official plat thereof, recorded on June 2, 2021, in Book 121 of Plats, pages 18860 through 18866 as Instrument No. 2021-090171, records of Ada County, Idaho, attached as Exhibit A, and as legally described in the attached Exhibit B; and

WHEREAS, Declarant has filed of record the Master Declaration of Covenants, Conditions and Restrictions of Pine 43 Subdivision (the "*Master Declaration*"), which Master Declaration was recorded on September 25, 2019 as Instrument No. 2019-091660, records of Ada County, Idaho; and

WHEREAS, Declarant has filed of record the First Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Pine 43 Subdivision No. 1 (the "*First Supplement*") which First Supplement was recorded on September 25, 2019 as Instrument No. 2019-091664, records of Ada County, Idaho, and

WHEREAS, Declarant has filed of record the First Amendment to Master Declaration of Covenants, Conditions and Restrictions of Pine 43 Subdivision (the "*First Amendment*"), which First Amendment was recorded on October 21, 2019 as Instrument No. 2019-102899, records of Ada County, Idaho, and

WHEREAS, Declarant has filed of record the Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of Pine 43 Subdivision (hereinafter "*Second Amendment*"), which Second Amendment was recorded on November 14, 2019 as Instrument No. 2019-113425, records of Ada County, Idaho, and

WHEREAS, the Master Declaration provided for the annexation of additional real property into the Properties and recordation of Supplemental Declarations setting forth more specific and/or additional covenants, conditions and restrictions to be applicable to portions of the Properties described therein;

NOW, THEREFORE, Declarant hereby declares that the Second Supplement Property shall be annexed into the Properties and held, sold, conveyed and subject to the Master Declaration, which Master Declaration is hereby incorporated by reference as if fully set forth herein except in so far as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly supplemented or modified:

1. ARTICLE I: DEFINITIONS. In addition to the definitions set forth in the Master Declaration, as used in this Second Supplement, the following terms shall have the following meanings:

Section 4. "COMMON AREA" shall mean all real property and Improvements thereon (including private streets, drives, parking areas and recreational facilities owned by the association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is supplemented to include the following:

Lot 2, Block 4; Lot 22, Block 4; Lot 2, Block 5; Lot 20, Block 5, Lot 26, Block 3, of Pine 43 Subdivision No. 2, according to the official plat thereof.

Section 17. "COMMERCIAL LOTS" shall mean Lots designated for a commercial structure and commercial use located upon Lots 40 and 41, Pine 43 Subdivision No. 2 according to the official plat thereof.

Section 19. "TOWNHOME DWELLING UNITS" shall mean a type of Dwelling Unit designated for attached townhomes located upon Lots 3-21, Block 4 of the Pine 43 Subdivision No. 2, according to the official plat thereof.

Section 20. "TOWNHOME LOTS" shall mean Lots designated for Townhome Dwelling Units located upon Lots 3-21, Block 4 of the Pine 43 Subdivision No. 2, according to the official plat thereof.

Section 19. "PATIO DWELLING UNITS" shall mean a type of Dwelling Unit designated for detached townhomes located upon Lots 22-25, Block 3, Lots 27-39, Block 3 and Lots 3-19, Block 5, of the Pine 43 Subdivision No. 2, according to the official plat thereof.

Section 20. "PATIO LOTS" shall mean Lots designated for Patio Dwelling Units located upon Lots 22-25, Block 3, Lots 27-39, Block 3 and Lots 3-19, Block 5, of the Pine 43 Subdivision No. 2, according to the official plat thereof.

Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Master Declaration.

2. ARTICLE III: MASTER ASSOCIATION. Subsection A entitled Initiation and Transfer Assessments of Section 4 of Article III is hereby amended and restated in its entirety, and the following language is added to subsection E entitled Water Assessment of Section 4 of Article III, and the following subsections J and K are hereby added to Section 4 of Article III entitled Assessments:

A. Initiation and Transfer Assessments. Upon the initial conveyance of each Lot (from Declarant to a builder or Owner), at closing of the sale thereof, the purchaser shall pay an Initiation Assessment to the Master Association in an amount of \$750.00, and upon each subsequent transfer of title to each Lot, at the closing of the sale thereof, the purchaser shall pay a Transfer Assessment to the Master Association in an amount of \$175.00; provided, however, the initial amounts of such Initiation Assessment and Transfer Assessment provided above may be changed to such amount as the Board of Directors may determine is required in order to meet the legitimate needs of the Master Association for such purposes. The proceeds of Initiation and Transfer Assessments shall be used for general Association purposes.

E. Water Assessments. Upon the initial conveyance of each Lot (from Declarant to a builder or Owner), at closing of the sale thereof, the purchaser shall pay an Initial Stub Connection Assessment and Water Transfer Fee to the Water Association in an amount as determined by the Water Association, and upon each subsequent transfer of title to each Lot, at the closing of the sale thereof, the purchaser shall pay a Water Transfer Fee to the Water Association in an amount as determined by the Water Association.

J. Roof Assessments for Townhome Lots. In addition to the assessments set forth in subparagraphs A, B, C, D and E of Section 4, Article III, the Board of Directors of the Master Association shall levy a separate Roof Assessment, including any Initiation Assessment, on the Townhome Dwelling Lots to be used for the purpose of performing the Master Association's obligation to maintain, repair and replace the roofs for the Townhome Dwelling Units, and to establish and fund a reasonable reserve for such purposes. Upon the initial conveyance of each of the Townhome Dwelling Lots, by Declarant to a third party purchaser, at the closing of the sale thereof, the purchaser shall pay to the Master Association an initial Roof Assessment in the amount of \$250.00. Thereafter, the owner of each Townhome Lot shall also be required to pay annual Roof Assessments to be levied by the Master Association, initially to be in an annual amount of \$350.00 to be billed in equal quarterly installments; provided, however, the Board of Directors of the Master Association shall set the annual Roof Assessment at such amount as the Board of Directors may determine is required in order to meet the legitimate needs of the Master Association for such purposes. In the event unanticipated repairs or replacements of all or any portion of the roofs are required at any time and the reserves then available for such purposes are insufficient to cover the costs thereof, the Board of Directions of the Master Association shall have the powers to levy a special assessment on the Townhome Dwelling Lots to cover the cost of required repairs or replacements. Any such special assessment shall be levied equally against

each of the Townhome Dwelling Lots. All initial, annual and special Roof Assessments collected by the Master Association shall be segregated from other funds held by the Master Association and deposited into a separate reserve account established solely for the purposes stated in this paragraph.

K. Landscaping Assessments for Townhome Lots. In addition to the assessments set forth in subparagraphs A, B, C, D and E of Section 4, Article III, the Board of Directors of the Master Association shall levy a separate Landscaping Assessment, including any Initiation Assessment, on the Townhome Dwelling Lots to be used for the purpose of performing the Master Association's obligation to maintain the exterior landscaping as required by the Master Declaration and provided in Article VII below for the Townhome Dwelling Lots, and to establish and fund a reasonable reserve for such purposes. Upon the initial conveyance of each of the Townhome Dwelling Lots, by Declarant to a third party purchaser, at the closing of the sale thereof, the purchaser shall pay to the Master Association an initial Landscaping Assessment in the amount of \$200.00. Thereafter, the owner of each Townhome Lot shall also be required to pay annual Landscaping Assessments to be levied by the Master Association, initially to be in an annual amount of \$315.00 to be billed in equal quarterly installments; provided, however, the Board of Directors of the Master Association shall set the annual Landscaping Assessment at such amount as the Board of Directors may determine is required in order to meet the legitimate needs of the Master Association for such purposes. In the event unanticipated maintenance of all or any portion of the landscaping are required at any time and the reserves then available for such purposes are insufficient to cover the costs thereof, the Board of Directions of the Master Association shall have the powers to levy a special assessment on the Townhome Dwelling Lots to cover the cost of required repairs or replacements. Any such special assessment shall be levied equally against each of the Townhome Dwelling Lots. All initial, annual and special Landscaping Assessments collected by the Master Association shall be segregated from other funds held by the Master Association and deposited into a separate reserve account established solely for the purposes stated in this paragraph.

3. ARTICLE VII: MAINTENANCE RESPONSIBILITY. The following subsection is added to Section 1 entitled Maintenance of Association of Article VII:

A. Maintenance by Association for Townhome Dwelling Lots/Units. In addition to the maintenance responsibility set forth in Section 1, of Article VII, the Master Association shall have the following obligations with respect to the Townhome Lots/Dwelling Units as expressly provided herein. The Master Associations shall maintain, repair and replace the roofs for each of the Townhome Dwelling Units. The Master Association shall also mow each of the lawns, maintain existing landscaping and perform the fall and spring lawn clean-up for each of the Townhome Dwelling Lots. Such lawn maintenance shall not include the installation, repair or replacement of any lawns or landscaping, nor shall such maintenance include any irrigation, sprinkler or watering system maintenance as such shall be the responsibility of the Owner of the respective Townhome Lot. The Master Association shall have a permanent easement to enter upon the privately owned property of the Owners of those Townhome Dwelling Lots and Dwelling Units, as further granted under Article VII, Section 5 of the Master Declaration. The

following provisions and limitations shall apply to the Master Association's aforementioned maintenance responsibility of the Townhome Dwelling Lots/Units:

1. The necessity for and timing of any maintenance, repairs and replacements shall be determined solely in the discretion of the Board of Directors of the Master Association and the Master Association shall not be obligated to perform any such maintenance, repairs or replacements requested or demanded by any Owner in the absence of a determination of necessity having been made therefore by the Board.

2. The Master Association shall not be responsible for the repair or replacement of any roof or portion thereof in the event the need for such repair or replacement is caused by a hazard or casualty which is or should have been covered by the policy of insurance required to be maintained by each Owner.

3. The Master Association shall not be responsible for the maintenance, repair or replacement of any landscaping Improvement or roof or portion thereof in the event the need for maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees.

4. The Master Association is authorized at any time to adopt rules and regulations relating to the procedures, standards and requirements for the Master Association's maintenance, repair and replacement obligations under this Section.

5. ARTICLE IX: PROPERTY USE RESTRICTIONS. The following language is hereby added to Section 1 entitled Lot Uses, Section 10 entitled Parking Rights, and Section 12 entitled Signs, of Article IX as follows:

Section 1. Lot Use: The Patio Lots shall be used for single-family residential purpose. The Townhome Lots are designated as live/work units by the City of Meridian and shall be used for residential purpose and may also be used for limited integrated commercial uses in accordance with the Development Agreement entered into with the City of Meridian with respect to the Subdivision; provided, however, that such commercial uses must be comply with all conditional use permits, signage requirements, and any other building or development ordinances, codes or statutes applicable to the Townhome Lots. The Commercial Lots shall be used for commercial use only as further described in Paragraph 7 below.

Section 10. Parking Rights. The parking located on E. State Ave. and Summerbook Ave. shall be reserved solely for the Townhome Lots and no other Lots within the Subdivision.

Section 12. Signs. Notwithstanding the foregoing, a Townhome Lot may install a commercial sign associated with the integrated commercial use associated with such Townhome Lot; provided, however, that such commercial sign must be complies with all conditional use permits, signage requirements, and any other building or development ordinances, codes or

statutes applicable to the Townhome Lots and receives prior written approval from the Architectural Control Committee prior to any installation, construction, or modification.

6. ARTICLE IX: PROPERTY USE RESTRICTIONS. Section 8 entitled Leasing Restrictions of Article IX is hereby amended and restated in its entirety to the extent permitted by applicable law as follows:

Section 8. Leasing Restrictions: Other than those Lots designated as Commercial Lots and any Townhome Lot that contains a residential accessory dwelling unit (“*ADU*”) located above the garage on such Townhome Lot (and such *ADU* is approved by the City of Meridian and complies with any and all ordinances, codes or statutes applicable to such *ADU*), each Owner shall use their Lot for single family residential purposes only, and not for commercial purposes. Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in the Master Declaration, Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. Owners are prohibited from using their Lots in the following manner: (1) vacation rentals or similar transient-type rentals, (2) rentals for less than six (6) months in duration or term, and (3) “room for rent” or dormitory type rentals. Each Lot may be rented to others for single family residential purposes or otherwise used in a fashion that in substance amounts to a rental of an entire Lot (collectively “*Rental Activity*”) only in strict accordance with the following: (a) a written document shall be executed between the Owner and the person(s) occupying the Lot authorizing such Rental Activity (the “*Lease*”); (b) Owner shall not enter into any Lease with a duration or term of less than six (6) months; and (c) all Leases must specifically prohibit subleasing. The Board of Directors of the Master Association shall have the exclusive authority in its sole and unfettered discretion to adopt, repeal, amend, enact and enforce such other and further rules and regulations as the Board of Directors of the Master Association in its sole and unfettered discretion may deem necessary to regulate Rental Activity or the Leases for the common good of all of the Owners. Any Rental Activity or Lease that does not conform with the foregoing requirements in this Section, or any other restrictions or requirements set forth in this Master Declaration, is in violation of this Master Declaration is subject to all of the Association’s rights and remedies provided for in this Master Declaration, in equity, or in law, including but not limited to the Lease being rendered null and void and the Board taking any other action it deems reasonable and necessary to enforce these restrictions, including without limitation, seeking injunctive relief in court. The provisions of this Section shall apply regardless of whether the Owner and their tenant and/or occupant enter into a written lease agreement. Each Owner shall be responsible for the actions and omissions of its tenants and/or occupants and shall be responsible for curing any violations of its tenants and/or occupants with this Master Declaration, Bylaws, Articles of Incorporation, and any other rules and regulations promulgated by the Board or the ACC. Any assessments, fees, fines, penalties and/or damages associated with any Rental Activity, any Lease, or any violation by an Owner’s tenant or occupant shall be the responsibility of the Owner.

5. ARTICLE X: BUILDING RESTRICTIONS. The following subsection A is hereby added to Section 2 entitled Setbacks of Article X

A. Setbacks for Patio Lots and Townhome Lots. No Improvements may be constructed or maintained on a Patio Lot or Townhome Lot within the minimum building setback lines as follows:

Rear: 12 feet

Interior Side: 3 feet (provided, however, in some cases, there may be a greater setback due to a wider utility easement (refer to the recorded plat for specific easement information), in such case, the easement width will dictate the setback.

Street Setback to Garage (as measured from back of sidewalk or property line where there is no adjacent sidewalk:

Local street (E Knobcone Dr.)	20 feet
Collector street (E State Ave.)	25 feet
Alley	5 feet

Street Setback to Living Area:

Local street (E Knobcone Dr.)	10 feet
Collector street (E State Ave.)	20 feet
Alley	5 feet (provided, however, in

some cases, there may be a greater setback due to a wider utility easement (refer to the recorded plat for specific easement information), in such case, the easement width will dictate the setback.)

6. ARTICLE X: BUILDING RESTRICTIONS. The following subsection A is hereby added to Section 3 entitled Construction Requirements of Article X:

A. Construction Requirements for Patio Lots and Townhome Lots. The rear and/or sides of 2-story homes constructed on the Patio Lots or Townhome Lots, will require the elevations to incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the adjacent public street.

7. ARTICLE XII: INSURANCE AND BOND. The following subsection E is hereby added to Section 3 entitled Additional Provisions of Article XII:

E. Owner Insurance. Notwithstanding any provision to the contrary and in addition to any other insurance requirements set forth in this Master Declaration, each Owner of

a Lot (regardless of the type of Lot), by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree (i) to at all times keep such Owner's Dwelling Unit (regardless of the type of Dwelling Unit) insured by an "all risk" property insurance policy for the full replacement cost thereof, without allowance for depreciation and exclusive of the cost of excavations, foundations, footings and the value of the land, and (ii) that the Master Association shall have no obligation or responsibility to obtain or maintain any such insurance coverage for any Owner or on such Dwelling Unit.

8. ARTICLE XVI: APPLICATION TO THE COMMERCIAL LOTS. The following Section XVI: APPLICATION TO THE COMMERCIAL LOTS is hereby added to the Master Declaration and incorporated herein as to the Commercial Lots in Pine 43 Subdivision No. 2:

ARTICLE XVI: APPLICATION TO THE COMMERCIAL LOTS.

The Commercial Lots are hereby declared to be intended for such commercial uses as may be approved by the City of Meridian and any other governmental agencies having jurisdiction thereof and the Local Architectural Control Committee described in paragraph C, below. Notwithstanding any provision in this Second Supplement or Master Declaration to the contrary, the Commercial Lots shall not be subject to the provisions of the Master Declaration or this Second Supplement except to the extent specifically set forth below, it being intended by the Declarant that the Commercial Lots shall not be subject to the property use and building restrictions contained in the Master Declaration and shall not be subject to the jurisdiction or control of the Master Association or Sub-Association, except to the limited extent set forth herein below:

A. Within 30 days after the recordation of this Second Supplement, the Declarant shall pay an Initiation Assessment to the Master Association in the amount of \$1,000.00 per acre of area contained in the Commercial Lots, and said amount shall be deposited into the Master Association's reserve account. Upon the subsequent transfer of title to either Commercial Lot, at the closing of the sale thereof, the purchaser shall pay a Transfer Assessment to the Master Association in an amount of \$175.00; provided, however, the initial amounts of such Transfer Assessment provided above may be changed to such amount as the Board of Directors may determine is required in order to meet the legitimate needs of the Master Association for such purposes. The Owner of each Commercial Lot shall also be required to pay an Annual Assessment to be levied by the Master Association, initially to be in an annual amount not to exceed \$800.00 per acre of area contained in each Commercial Lot owned and said Annual Assessment shall be payable in equal quarterly installments of \$200.00 per acre of area contained in each Commercial Lot owned, and shall be used for general Master Association purposes; provided, however, the Board of Directors of the Master Association shall set the Annual Assessment at such amount as the Board of Directors may determine is required in order to meet the legitimate needs of the Master Association for such purposes. The amount of the Annual Assessment shall increase or decrease each year by the same percentage that

the Annual Assessments levied by the Master Association on other Lots in the Properties increase or decrease each year. The Master Association shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed upon the Commercial Lots as set forth under Article XV, Section 1, of the Master Declaration. The Commercial Lots shall be subject to the Assessment provisions as set forth under Article VII, Section 4.C through Section 4.D and Section 4.F through Section 4.I of the Master Declaration.

B. The Commercial Lots shall be entitled to have irrigation water delivered to them through the Irrigation Water Supply System owned and operated by the Water Association described in Article V of the Master Declaration, and shall be liable for an assessment levied thereby, provided that the said assessment shall be in the same amount and payable on the same terms as assessments are levied on the other Lots in the Properties which are intended and approved for commercial use. The Commercial Lots shall be subject to all easements and licenses as set forth under Article VII, Section 1 of the Master Declaration.

C. Any signage or Improvement to be constructed or installed on the Commercial Lots, only during the initial development and construction of the Commercial Lots and continuing through the time the Declarant owns any type of Lot within the Subdivision, shall be subject to review and approval by the Architectural Control Committee, having review and approval power with respect to such Lots, to be appointed by Declarant pursuant to the provisions of Article XI, Section 11, of the Master Declaration. Thereafter, any significant or material changes or modifications to the existing signage or Improvements on the Commercial Lots shall be subject to review and approval by the Architectural Control Committee.

D. The Commercial Lots shall be entitled to membership rights voting rights as provided in Section 2 and Section 3, respectively, of the Master Declaration.

E. Any rights reserved to the Declarant, including any exemptions from Assessments, under the Master Declaration shall apply to the Commercial Lots.

8. MISCELLANEOUS.

The covenants, conditions and restrictions of this Second Supplement shall run with the land and shall inure to the benefit of and be enforceable by the Master Association and/or the legal Owner of any Lot subject to the Master Declaration and their respective legal representatives, heirs, successors and assigns.

The covenants, conditions and restrictions contained in this Second Supplement are in addition to those covenants, conditions and restrictions contained in the original Master Declaration, except as the covenants, conditions and restrictions contained therein are modified or supplemented by this Second Supplement.

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AS AUTHORIZED BY THE MASTER DECLARATION, THIS SECOND SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF PINE 43 SUBDIVISION IS SIGNED AND ACKNOWLEDGED BY THE UNDERSIGNED AS THE DECLARANT UNDER THE MASTER DECLARATION AND AS THE OWNER OF ALL PROPERTY DESCRIBED IN EXHIBIT A AND B. This Second Supplement is dated JUNE 21, 2021 and effective upon recording in the official records of Ada County, Idaho.

DECLARANT:

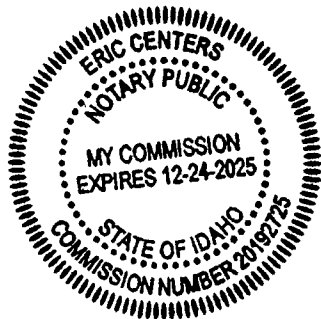
C&O Development, Inc.,
an Idaho corporation

By: [Signature]
Name: Dennis M. Baker
Title: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 21ST day of June, 2021, before me, ERIC CENTERS, a Notary Public in and for said State, personally appeared Dennis M. Baker, known or identified to me to be the President of C&O Development, Inc., or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



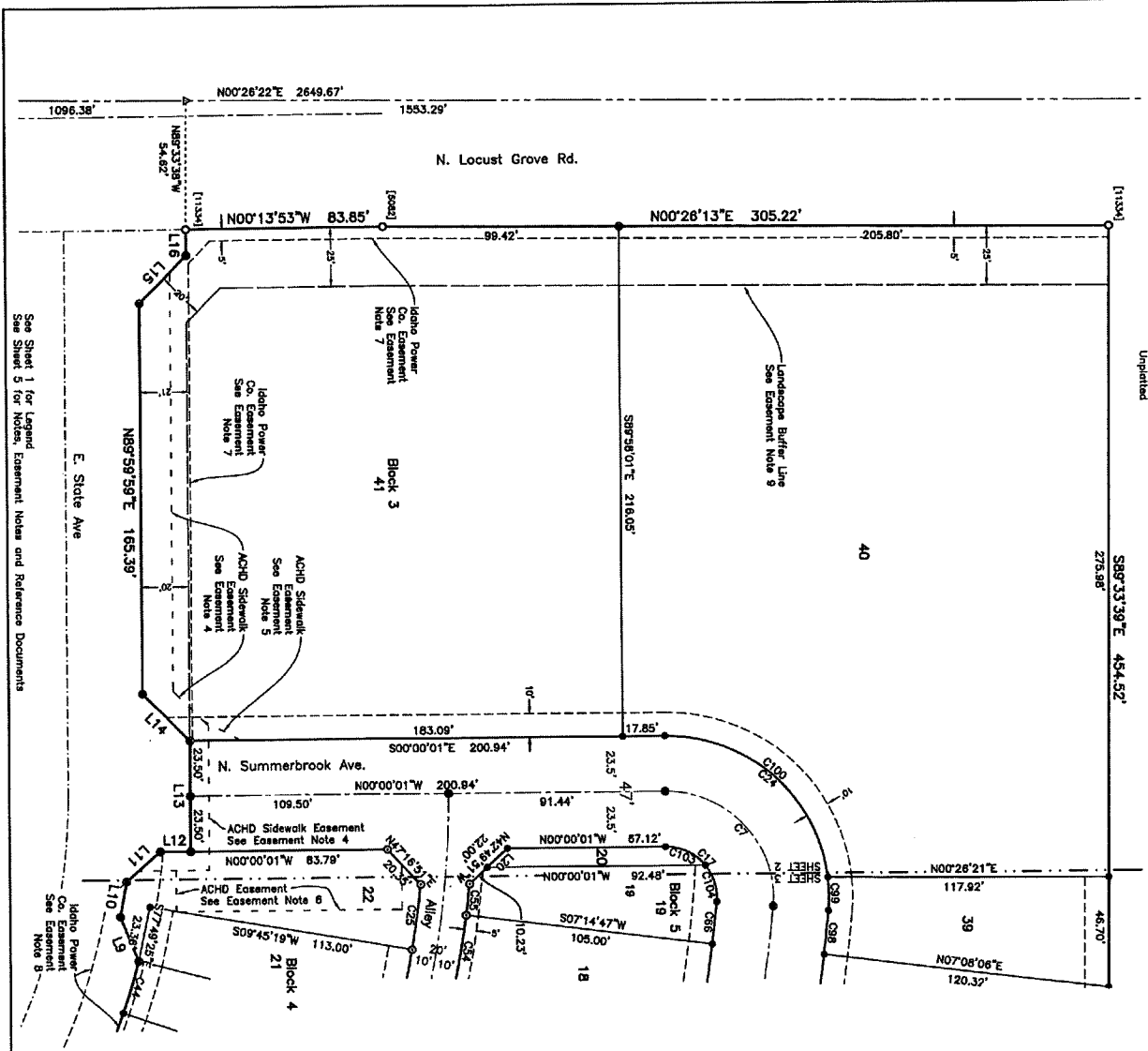
[Signature]
Notary Public for Idaho
Residing at ADA COUNTY
My commission expires 12-24-2025

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EXHIBIT A
PLAT OF SECOND SUPPLEMENT PROPERTY

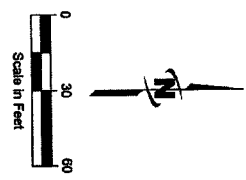
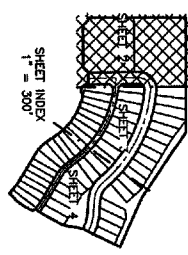
PLAT SHOWING
Pine 43 Subdivision No. 2

Unplatted



Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	74.80'	45.00'	95°14'4"	S47°27'05"W	66.46'
C17	33.74'	21.50'	95°14'4"	S47°27'05"W	31.76'
C24	113.88'	66.50'	95°14'4"	S47°27'05"W	101.25'
C25	27.80'	398.50'	4°03'34"	N85°17'23"W	27.80'
C44	22.84'	278.50'	4°44'02"	N72°02'07"W	22.84'
C54	33.35'	409.50'	4°29'56"	N67°25'14"W	33.34'
C55	13.28'	408.50'	1°51'28"	N83°40'58"W	13.28'
C56	16.07'	514.50'	2°07'34"	N85°46'50"W	16.04'
C58	18.40'	581.50'	1°53'54"	N85°48'51"W	18.40'
C59	14.18'	85.50'	11°52'05"	S88°18'11"W	14.18'
C100	98.87'	85.50'	32°27'11"	S41°41'04"W	91.11'
C103	18.18'	21.50'	57°08'15"	S25°23'05"W	18.85'
C104	18.56'	21.50'	44°07'59"	S75°10'13"W	18.15'

Line #	Direction	Length
L6	S86°10'22"W	20.23'
L10	N09°21'17"W	15.17'
L11	N41°13'52"W	18.81'
L12	N00°00'01"W	13.07'
L13	S87°28'59"W	47.00'
L14	S44°59'59"W	28.38'
L15	N40°06'57"W	28.34'
L18	S86°40'07"W	11.00'
L20	N42°49'51"W	11.77'



JUB ENGINEERS, INC.
250 South Broadway Avenue, Suite 201, Boise, ID 83725-0944
P 208 378 7350 W www.jub.com

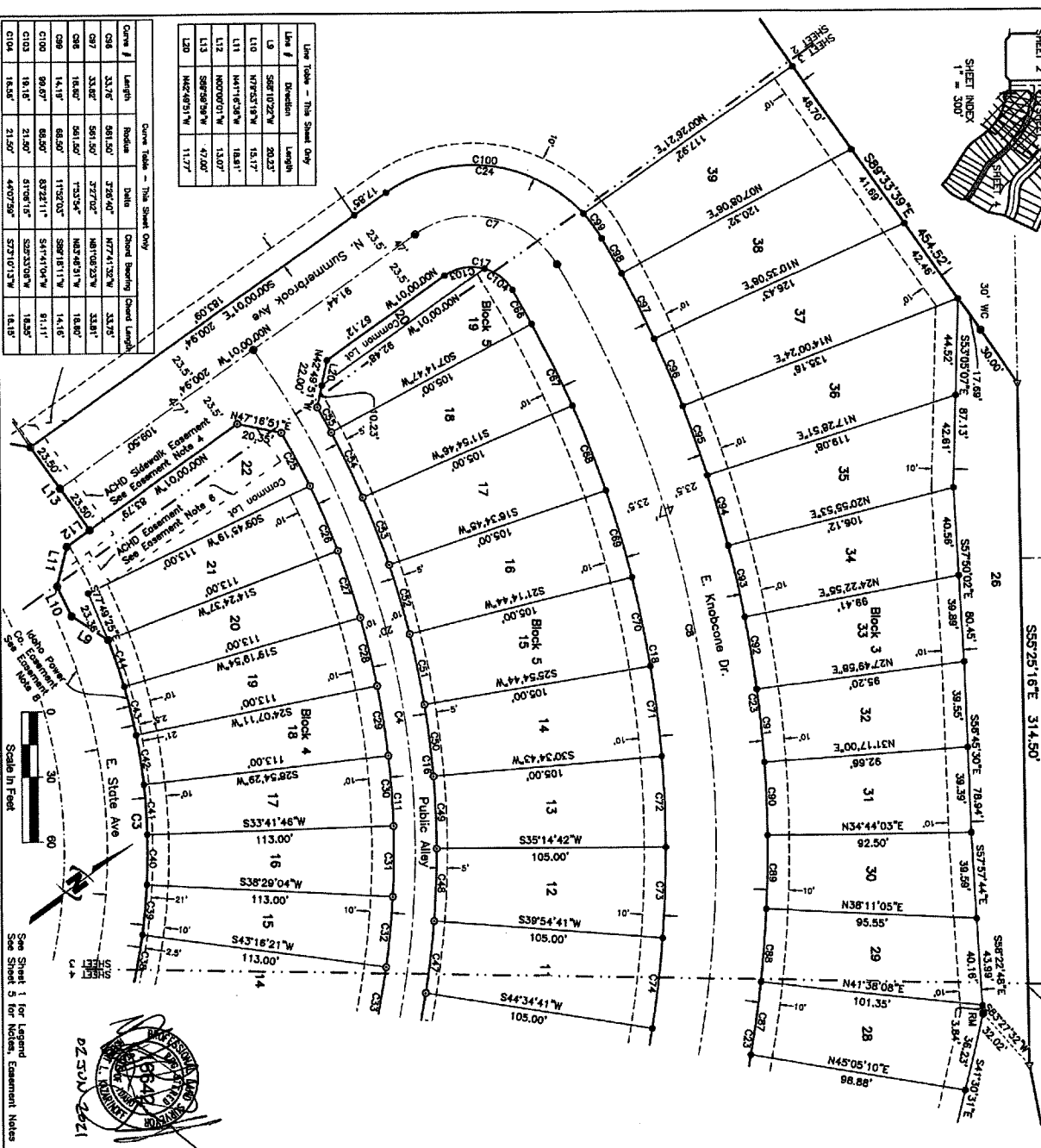
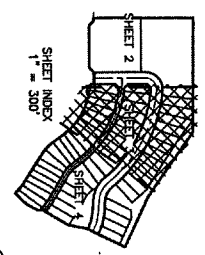


See Sheet 1 for Legend
See Sheet 5 for Notes, Easement Notes and Reference Documents

PLAT SHOWING Pine 43 Subdivision No. 2

E. Johnson Drive
Line No. 187725
(See Easement Note 10)

PLAT BOOK 721 PAGE 1792d

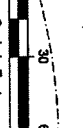


Curve Table - This Sheet Only

Line #	Direction	Length
L9	S88°02'22"W	20.23'
L10	N78°51'18"W	15.17'
L11	N41°16'28"W	18.81'
L12	N09°00'11"W	13.07'
L13	S08°29'29"W	47.00'
L30	N42°49'51"W	11.77'

Curve Table - This Sheet Only

Curve #	Length	Radius	Date	Chord Bearing	Chord Length
C48	33.76'	581.50'	3/29/42	N77°41'32"W	33.20'
C49	33.82'	581.50'	3/27/42	N81°08'23"W	33.81'
C48	18.87'	581.50'	7/25/44	N43°46'31"W	18.80'
C49	14.18'	88.50'	1/29/45	S89°18'11"W	14.18'
C100	99.87'	88.50'	8/22/11	S41°41'04"W	81.11'
C103	18.18'	21.50'	5/10/15	S25°33'03"W	18.28'
C104	18.58'	21.50'	5/10/15	S73°10'13"W	18.18'



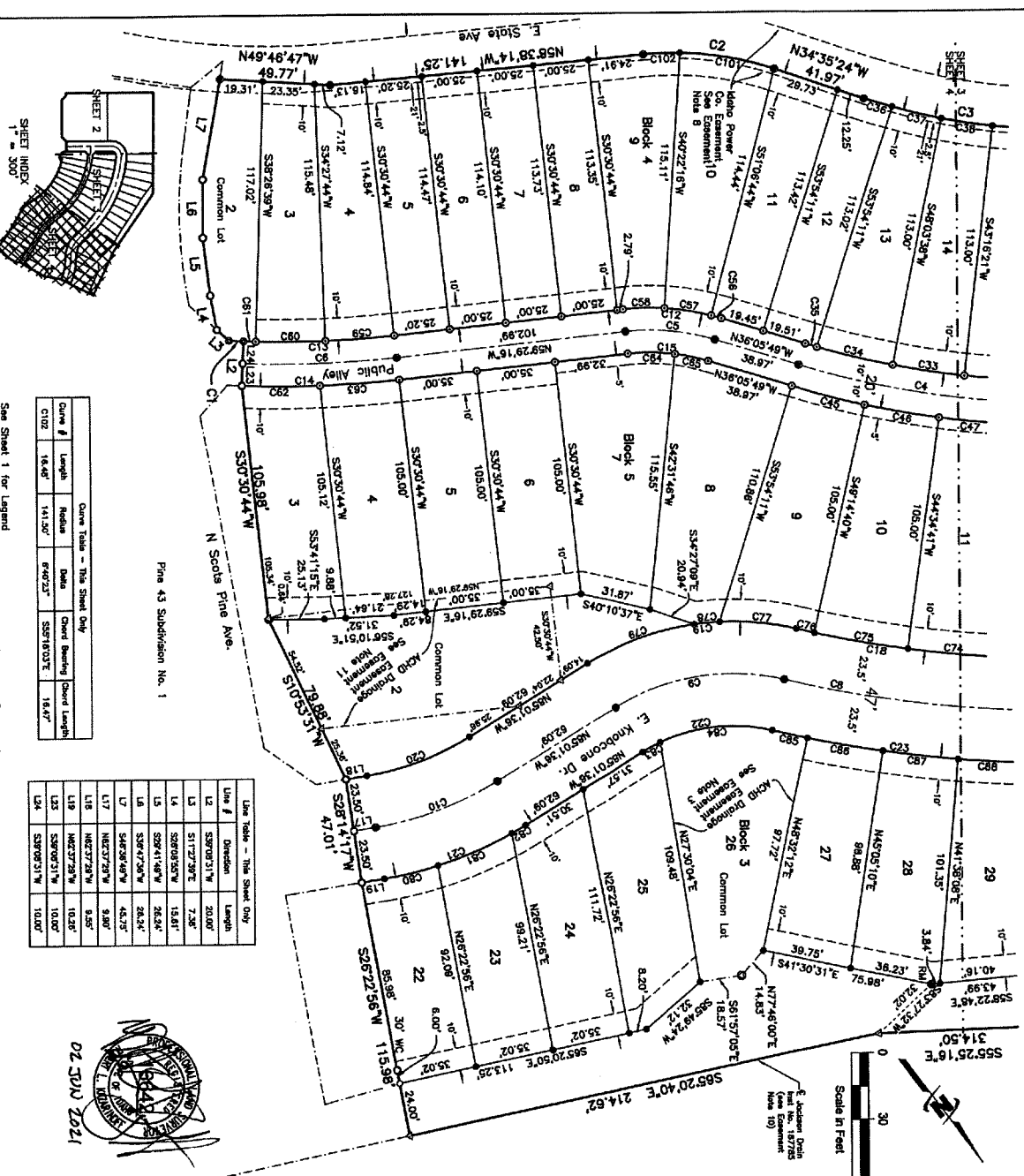
250 South Beardsley Avenue, Suite 201, Boise, ID 83709-0844
 P 208.376.7300 www.jub.com
JUB ENGINEERS, INC.

Curve Table - This Sheet Only

Curve #	Length	Radius	Date	Chord Bearing	Chord Length
C3	198.85'	270.50'	07/24/15	N59°59'46"W	192.82'
C4	378.85'	539.15'	N03°00'50"W	362.14'	
C7	74.80'	42.00'	8/7/14	S47°20'26"W	68.48'
C8	421.87'	42.00'	4/25/14	N67°17'29"W	411.14'
C11	322.82'	388.50'	4/21/15	N09°12'29"W	318.28'
C16	346.74'	408.50'	4/23/15	N02°21'15"W	328.48'
C18	403.44'	425.54'	4/23/14	N62°17'57"W	420.10'
C17	36.74'	21.50'	5/14/15	N82°17'57"W	33.31'
C19	113.88'	88.50'	8/21/14	S47°20'26"W	103.25'
C20	27.00'	388.50'	4/22/14	N67°21'22"W	27.28'
C26	32.80'	388.50'	4/21/17	N73°01'03"W	32.24'
C27	32.80'	388.50'	4/21/17	N73°01'03"W	32.24'
C28	32.80'	388.50'	4/21/17	N68°18'29"W	32.24'
C29	32.80'	388.50'	4/21/17	N68°29'10"W	32.24'
C30	32.80'	388.50'	4/21/17	N68°41'32"W	32.24'
C31	32.80'	388.50'	4/21/17	N68°54'35"W	32.24'
C32	32.80'	388.50'	4/21/17	N69°07'18"W	32.24'
C33	32.80'	388.50'	4/21/17	N44°20'00"W	32.24'
C38	23.11'	278.50'	4/21/17	N44°20'00"W	23.10'
C39	23.11'	278.50'	4/21/17	N44°20'00"W	23.10'
C40	23.11'	278.50'	4/21/17	N63°54'35"W	23.10'
C41	23.11'	278.50'	4/21/17	N63°54'35"W	23.10'
C42	23.11'	278.50'	4/21/17	N63°54'35"W	23.10'
C43	23.11'	278.50'	4/21/17	N63°54'35"W	23.10'
C44	22.84'	278.50'	4/21/17	N73°02'07"W	22.84'
C45	23.30'	408.50'	4/21/17	N67°46'18"W	23.34'
C46	23.30'	408.50'	4/21/17	N62°25'18"W	23.34'
C47	23.30'	408.50'	4/21/17	N62°25'18"W	23.34'
C48	23.30'	408.50'	4/21/17	N62°25'18"W	23.34'
C49	23.30'	408.50'	4/21/17	N61°57'17"W	23.34'
C50	23.30'	408.50'	4/21/17	N61°57'17"W	23.34'
C51	23.30'	408.50'	4/21/17	N62°25'18"W	23.34'
C52	23.30'	408.50'	4/21/17	N71°00'10"W	23.34'
C53	23.30'	408.50'	4/21/17	N75°51'14"W	23.34'
C54	23.30'	408.50'	4/21/17	N67°25'14"W	23.34'
C55	18.00'	514.50'	2/20/14	N83°45'20"W	18.04'
C56	18.00'	514.50'	2/20/14	N83°45'20"W	18.04'
C57	41.80'	514.50'	4/29/15	N72°51'14"W	41.28'
C58	41.80'	514.50'	4/29/15	N72°51'14"W	41.28'
C59	41.80'	514.50'	4/29/15	N72°51'14"W	41.28'
C60	41.80'	514.50'	4/29/15	N67°25'14"W	41.28'
C61	41.80'	514.50'	4/29/15	N67°25'14"W	41.28'
C62	41.80'	514.50'	4/29/15	N67°25'14"W	41.28'
C63	41.80'	514.50'	4/29/15	N67°25'14"W	41.28'
C64	41.80'	514.50'	4/29/15	N67°25'14"W	41.28'
C65	33.82'	581.50'	3/27/42	N74°41'11"W	33.81'

PLAT SHOWING Pine 43 Subdivision No. 2

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Cave Table - This Sheet Only

Cave #	Length	Radius	Date	Chord Bearing	Chord Length
C102	16.4d'	141.2d'	6/4/23	S57°18'03"E	15.4d'

Line Table - This Sheet Only

Line #	Direction	Length
L1	S59°03'17"W	30.0d'
L2	S117°27'39"E	7.3d'
L3	S28°08'53"W	15.8d'
L4	S28°08'53"W	15.8d'
L5	S28°08'53"W	15.8d'
L6	S28°08'53"W	15.8d'
L7	S48°30'49"W	45.7d'
L8	S48°30'49"W	45.7d'
L9	S48°30'49"W	45.7d'
L10	S48°30'49"W	45.7d'
L11	S48°30'49"W	45.7d'
L12	S48°30'49"W	45.7d'
L13	S48°30'49"W	45.7d'
L14	S48°30'49"W	45.7d'
L15	S48°30'49"W	45.7d'
L16	S48°30'49"W	45.7d'
L17	S48°30'49"W	45.7d'
L18	S48°30'49"W	45.7d'
L19	S48°30'49"W	45.7d'
L20	S48°30'49"W	45.7d'
L21	S48°30'49"W	45.7d'
L22	S48°30'49"W	45.7d'
L23	S48°30'49"W	45.7d'
L24	S48°30'49"W	45.7d'
L25	S48°30'49"W	45.7d'
L26	S48°30'49"W	45.7d'
L27	S48°30'49"W	45.7d'
L28	S48°30'49"W	45.7d'
L29	S48°30'49"W	45.7d'
L30	S48°30'49"W	45.7d'



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SHEET 4 OF 7

PLAT SHOWING
Pine 43 Subdivision No. 2

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Notes

1. Lot 26 of Block 3, Lots 2 and 22 of Block 4, and Lots 2 and 20 of Block 5 are common lots which shall be owned and maintained by the Pine 43 Subdivision Homeowner's Association.
2. Any re-establishment of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
3. The development of this property shall be in compliance with the Meridian City Zoning Ordinance.
4. Minimum building setback lines shall be in accordance with the City of Meridian's Zoning Ordinance at the time of issuance of the building permit. All lot, parcel, and tract areas shall meet dimensional standards as established in the City of Meridian's Zoning Ordinance.
5. Lots shall not be reduced in size without prior approval from the health authority and the City of Meridian.
6. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
7. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
8. Bottom elevation of structural footings shall be set a minimum of 12 inches above the highest established normal ground water elevation. In May, 2019 easement holder was authorized to dig a greater than 10 feet deep hole on the lot. The hole was filled with concrete and in many observations wells with minimum depth no less than 11 feet below the surface.
9. Maintenance of any irrigation and/or drainage pipes or ditches crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage entity or lot owners association.
10. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion has not caused a nuisance under the provisions of this section, and the nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
11. This development is subject to a Development Agreement, Instrument No. 2019-000731.
12. This development is subject to ACHD License Agreement, Instrument No. 2021-045695 and as amended by Inst. No. 2021-052821.
13. This development is subject to Covenants, Conditions, and Restrictions (CC&R) recorded under Instrument No. 2019-091800 and as may be amended.
14. This development is subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Pine 43 Irrigation Water Supply System recorded under Instrument No. 2019-102985 and as may be amended.
15. Direct Lot/Parcel Access to N. Locust Grove Road is prohibited.

Surveyor's Narrative

SURVEY PURPOSE: To determine the boundaries of portions of these lands as described in Warranty Deeds recorded under Instrument Nos. 2019-023492 and 2019-023493, Ada County Records, Idaho, and to include portions of said lands within this subdivision.

DOCUMENTS USED: See Reference Documents below.

BOUNDARY CONTROLLED BY: The north boundary is controlled by the north line of the above referenced lots as described in Warranty Deeds recorded under Instrument Nos. 2019-023492 and 2019-023493, Ada County Records.

The northeasterly boundary is controlled by Little Creek Subdivision No. 1.

The southeasterly boundary is controlled by Pine 43 Subdivision No. 1.

The southerly and southeasterly boundary is controlled by the northerly and northeasterly ACHD right-of-way line of E. State Ave. as described in the Warranty Deed recorded under Instrument No. 2019-037533, Ada County Records.

Reference Documents

- Subdivisions:**
Present Valley Subdivision, Little Creek Subdivision No. 1, Elliot Park Subdivision, Peddlington Subdivision & Pine 43 Subdivision No. 1.
- Survey:**
R03 S350, 3755, 6734, 10386, 10975, & 11291.
- Deeds:**
106013250 (ACHD), 106013251 (ACHD), 106013253 (ACHD), 2017-106980,
2019-023492, 2019-023493 & 2019-037533 (ACHD),
Easement: 187785, 2019-037533, 2021-063881, 2021-063882,
2021-048469, 2021-048470.

Easement Notes

1. Lot 26 of Block 3, Lots 2 and 22 of Block 4, and Lots 2 and 20 of Block 5 are hereby designated as having a Utility Easement co-allocated (i.e. blanket easement) with said lots.
2. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public & private utilities, pressurized irrigation, sewer service, cable television/data, opportunities thereto, and lot drainage.
3. A Portion of Lot 26 of Block 3 is severed to and contain the ACHD storm water drainage system. This lot is encumbered by that certain First Amended Master Perpetual Storm Water Drainage of Ada County and Easement for the same, recorded in full (the "Master Easement"), The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
4. See Instrument No. 2019-037533 for ACHD Permanent Easement.
5. See Instrument No. 2021-048469 for ACHD Permanent Easement.
6. See Instrument No. 2021-048470 for ACHD Permanent Easement.
7. See Instrument No. 2021-063882 for Idaho Power Company Easement.
8. See Instrument No. 2021-063881 for Idaho Power Company Easement.
9. Permanent Landscape Buffer Easement: The Pine 43 Subdivision Homeowner's Association shall be responsible for the maintenance and repair of the landscape buffer system shown on the plat.
10. See Instrument Numbers 187785 & 773287 for the existing hereinafter Ditch/Ditch of 1838. The Ditch is a natural ditch and shall not be modified or altered in any way. The Ditch is located on Lot 26, Block 3. Maintenance of the existing Jackson Ditch shall be the responsibility of the Pine 43 Subdivision Homeowner's Association.
11. See Instrument No. 2019-040391 for ACHD Drainage Easement.
12. No Utility Easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
13. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.



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PLAT SHOWING
Pine 43 Subdivision No. 2

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Approval of Central District Health

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the requirements of the Central District Health Department. The applicant falling the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Donna K. ... 2/24/2021
Central District Health Date



Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 5 day of April 2021.

[Signature]
Commissioner President
Ada County Highway District
Signed by *[Signature]* District Director for President
ADA COUNTY HIGHWAY DISTRICT

Approval of Meridian City Engineer

I, the undersigned, City Engineer, in and for the City of Meridian, Ada County, Idaho, do hereby approve this plat.

[Signature]
Meridian City Engineer L.W. 4/30/21
Date 4/28/21

Approval of Meridian City Council

I, the undersigned, City Clerk, in and for the City of Meridian, Ada County, Idaho, do hereby certify that at regular meeting of the City Council held on the 24th day of April, 2021, this plat was duly accepted and approved.

[Signature]
Meridian City Clerk
CITY OF MERIDIAN
IDAHO

Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor, in and for Ada County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

[Signature] 9 June 2021
Ada County Surveyor R.S.# 47553 Date



Certificate of County Treasurer

I, the undersigned, County Treasurer, in and for the County of Ada, State of Idaho, per requirements of Idaho Code 50-1306, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

[Signature] 6-10-21
Ada County Treasurer
Signed by *[Signature]*
County Treasurer
ADA COUNTY TREASURER
Date

County Recorder's Certificate

State of Idaho } Instrument No. _____
County of Ada } ss.

I hereby certify that this instrument was filed at the request of JUB Engineers, Inc. at _____ minutes past _____ o'clock, A.M., this _____ day of _____, in my office, and was recorded in Book _____ of Plats at Pages _____ through _____ Fee: _____

Deputy _____ Ex-Office Recorder



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EXHIBIT B
LEGAL DESCRIPTION OF SECOND SUPPLEMENT PROPERTY

**EXHIBIT B LEGAL DESCRIPTION OF SECOND SUPPLEMENT PROPERTY
PINE 43 SUBDIVISION NO. 2**

That portion of the Northwest Quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the west quarter corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, from which the northwest corner of said Section 8 bears North 00°26'22" East, 2,490.57 feet; Thence North 00°26'22" East, 1,096.38 feet along the west line of said Section 8; Thence South 89°53'38" East, 54.62 feet departing from said west line to the east right-of-way line of N. Locust Grove Road and the POINT OF BEGINNING;

Thence N 00°13'53" W, 83.85 feet along said east right-of-way line;

Thence N 00°26'13" E, 305.22 feet continuing along said east right-of-way line;

Thence S 89°53'39" E, 454.52 feet departing from said east right-of-way line to the southwesterly boundary of Pleasant Valley Subdivision according to the official plat thereof filed in Book 12 of Plats at Page 665, Ada County Records;

Thence S 55°25'16" E, 314.50 feet along said southwesterly boundary and the southwesterly boundary of Little Creek Subdivision No. 1 according to the official plat thereof filed in Book 117 of Plats at Pages 17804 through 17910, Ada County Records;

Thence S 65°20'40" E, 214.62 feet continuing along the southwesterly boundary of said Little Creek Subdivision No. 1 to the most northerly corner of the boundary of Pine 43 Subdivision No. 1 according to the official plat thereof filed in Book 116 of Plats at Pages 17597 through 17604, Ada County Records;

Thence along the northwesterly boundary of said Pine 43 Subdivision No. 1 the following eleven (11) courses:

Thence S 26°22'56" W, 115.98 feet;

Thence S 28°14'17" W, 47.01 feet;

Thence S 10°53'31" W, 79.88 feet;

Thence S 30°30'44" W, 105.98 feet;

Thence S 38°08'31" W, 20.00 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right on arc length of 6.58 feet, having a radius of 451.50 feet, a central angle of 00°50'08", a chord bearing of S 50°26'24" E and a chord length of 6.58 feet;

Thence S 11°27'39" E, 7.38 feet;

Thence S 28°08'55" W, 15.61 feet;

Thence S 28°41'49" W, 26.24 feet;

Thence S 36°47'35" W, 26.24 feet;

Thence S 46°56'49" W, 45.75 feet to the northeasterly and northerly right-of-way line of E. State Avenue as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 2019-037535, Ada County Records;

Thence along said northeasterly and northerly right-of-way line the following fourteen (14) courses:

Thence N 49°46'47" W, 49.77 feet;

Thence N 56°38'14" W, 141.25 feet to the beginning of a curve;

Thence along said curve to the right on arc length of 58.39 feet, having a radius of 141.50 feet, a central angle of 24°02'51", a chord bearing of N 46°36'49" W and a chord length of 58.95 feet;

Thence N 34°55'24" W, 41.97 feet to the beginning of a curve;

Thence along said curve to the left on arc length of 198.95 feet, having a radius of 276.50 feet, a central angle of 40°46'45", a chord bearing of N 54°58'46" W and a chord length of 192.82 feet;

Thence S 68°10'22" W, 20.23 feet;

Thence N 79°53'19" W, 15.17 feet;

Thence N 41°16'36" W, 18.91 feet;

Thence N 00°00'01" W, 13.07 feet;

Thence S 89°59'59" W, 47.00 feet;

Thence S 44°58'59" W, 28.28 feet;

Thence S 89°59'59" W, 165.39 feet;

Thence N 45°06'57" W, 28.34 feet;

Thence S 89°46'07" W, 11.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 8.69 acres, more or less.