

ACCOMMODATION RECORDING

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=5 VICTORIA BAILEY
TITLEONE BOISE

2022-063234
07/13/2022 08:47 AM
\$22.00

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

*BHH Investments 1, LLC
Attn.: Jamison Nakaya
923 S. Bridgeway Place
Eagle, Idaho 83616*

(Space Above For Recorder's Use)

**SECOND SUPPLEMENTAL DECLARATION TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHITEBARK SUBDIVISION AND NOTICE OF AMENDMENT**

THIS SECOND SUPPLEMENTAL DECLARATION TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITEBARK SUBDIVISION AND NOTICE OF AMENDMENT is made effective on June 1, 2022 by **Whitebark Subdivision Homeowners' Association, Inc.**, an Idaho non-profit corporation (the "Association"), and **BHH Investments 1, LLC**, an Idaho limited liability company (the "Declarant").

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Whitebark Subdivision were recorded on October 14, 2015, as Instrument No. 2015-095138, Records of Ada County, State of Idaho (the "Declaration");

WHEREAS, the First Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Whitebark Subdivision and Notice of Annexation was recorded on December 28, 2017, as Instrument No. 2017-123950, Records of Ada County, State of Idaho (the "First Supplemental Declaration");

WHEREAS, the Declarant is authorized to amend the Declaration pursuant to Article VII, Section 7.4 of the Declaration, and the Declarant desires to amend and supplement the Declaration as set forth in this Second Supplemental Declaration; and

WHEREAS, the Declaration, the First Supplemental Declaration, and this Second Supplemental Declaration shall be jointly and collectively hereinafter referred to as the "Declaration";

SECOND SUPPLEMENTAL DECLARATION:

NOW, THEREFORE, under and pursuant to Article VII, Section 7.4 of the Declaration, the Declarant does hereby amend, restate and supplement the Declaration as follows:

- Amend Section 2.29.1.** Section 2.29.1 of the Declaration is hereby amended to add the following Lots as being servient to and encumbered by the Master Easement:

Whitebark Subdivision No. 2

Lot 13, Block 3, and portions of Lot 14, 15 and 20, Block 3.

2. **Replace Section 2.32.** Section 2.32 of the Declaration is hereby superseded and replaced in its entirety with the following:

2.32 Water Rights Appurtenant to Subdivision Lands; Pressurized Urban Irrigation System. The Subdivision is within Nampa-Meridian Irrigation District, Boise-Kuna Irrigation District, and New York Irrigation District (the "Irrigation Districts"). The Declarant has made provisions to provide irrigation water to the individual Lots from the Irrigation Districts in compliance with Section 31-3805(b), Idaho Code. Irrigation water is delivered by the Boise Project Board of Control (the "BPBC"). Lots within the Subdivision will be entitled to irrigation water, and will be obligated for assessments from the Irrigation Districts and the BPBC. The Association owns and shall maintain the pressurized urban irrigation system (the "PUIS") for the delivery of non-potable (non-drinkable) water to Owners for irrigation of the landscaped areas on their Lots and to the Association for irrigation of the Whitebark Subdivision Association common areas. The construction, ownership, operation, and maintenance of the PUIS is pursuant to the terms and conditions of an agreement for pressurized urban irrigation system, including any amendments, addendums or supplements thereto (collectively, the "PUIS Agreement"), entered into or to be entered into between the Declarant and/or the Association and/or the Irrigation Districts and the BPBC pursuant to Section 43-330A, Idaho Code. A copy of the PUIS Agreement shall be available to any Owner at the offices of the Association. Each Lot shall be subject to the Irrigation Districts' and the BPBC's and/or the Association's assessments for the cost and expense of water, water delivery, and operation, maintenance, repair or replacement of the PUIS in accordance with the PUIS Agreement. The location for all irrigation water delivered to the Subdivision is fixed as BPBC headgate "Grimmett 5.55" and cannot be moved.

The PUIS shall not include any distribution lines or other improvements beyond the water service valves installed on the Lots. The Irrigation Districts, the BPBC and/or the Association shall have no duty, obligation or responsibility for any portion of the irrigation system or underground sprinkler system located on a Lot from the point of connection to the PUIS water service valve installed on the Lots, and the maintenance, repair and replacement beyond the valve shall be the responsibility and duty of the Owner of the Lot. Further, the Owner of each Lot across which passes an irrigation drainage ditch or pipe shall be responsible for the maintenance thereof unless such responsibility has been assumed otherwise pursuant to the PUIS Agreement. Each owner of a Lot waives any claim against the Association, Declarant, the Irrigation Districts and/or the BPBC for interruption or unavailability of adequate or contaminated water to or through the PUIS.

The PUIS is connected to, and receives water from, the pressurized irrigation system from the neighboring subdivisions (collectively known as Sky Mesa and governed by the Southern Highlands Homeowners Association, Inc.), and as such, the PUIS is the beneficiary of irrigation system components located within Sky Mesa (such as pumps, a well, control systems, etc.). The Association and Declarant entered into that certain Amended and Restated Shared Pressure Irrigation System Agreement with Southern Highlands Homeowners Association, Inc. that governs the terms and conditions under which water is delivered to the PUIS. Under the agreement, Southern Highlands Homeowners Association, Inc. will operate the irrigation system

within Sky Mesa and collect funds from the Association for its share of the costs of operation, maintenance and repair as provided for in the Amended and Restated Shared Pressure Irrigation System Agreement.

3. General Provisions

3.1 **Declaration Controlling.** Except as amended by this Second Supplemental Declaration, the Declaration shall remain unchanged and in full force and effect.

3.2 **Recitals.** All of the recitals referenced herein in this Second Supplemental Declaration are fully incorporated by this reference as if set forth in full, and are deemed included.

3.3 **Binding on Successors.** The Declaration, including this Second Supplemental Declaration, shall be binding upon and inure to the benefit of the Declarant, the Association, and any Owner, as defined in the Declaration, their successors and assigns.

[End of text. Execution on following pages.]

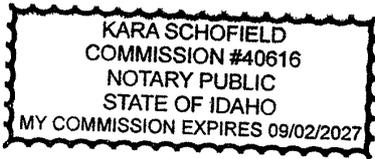
DECLARANT:

BHH Investments 1, LLC, an Idaho
limited liability company

By: [Signature]
 James H. Hunter Travis Hunter
Its: Manager Authorized Member

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on this 1st day of June, 2022, by James H. Hunter as manager of **BHH Investments 1, LLC**, an Idaho limited liability company.



Kara Schofield
Notary Public for Idaho
Residing at Ada County, Idaho
My Commission Expires: 9-2-27