

793841/TK

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=6 LINDSAY WHEELER  
PIONEER TITLE COMPANY OF ADA COUNTY

**2022-017812**  
02/18/2022 04:43 PM  
\$25.00

**AFTER RECORDING RETURN TO:**

**Robert D. Burton, Esq.**  
**Winstead PC**  
**401 Congress Ave., Suite 2100**  
**Austin, Texas 78701**  
**Email: [rburton@winstead.com](mailto:rburton@winstead.com)**



ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

# VALOR

## NOTICE OF APPLICABILITY

*ADA COUNTY, IDAHO*

**VMC DECLARANT:** M3 ID FALCON CREST, LLC, an Arizona limited liability company

**TRACT DECLARANT:** SH ACQ2020, LLC, a California limited liability company

**Village:** AQ

Cross-reference to that certain: (i) Valor Maintenance Covenant, recorded as Document No. 2022-017810 in the Official Records of Ada County, Idaho, as the same may be amended from time to time; and (ii) Declaration of Covenants, Conditions, Restrictions and Easements for Valor AQ, recorded of even date herewith in the Official Records of Ada County, Idaho, as the same may be amended from time to time.

# VALOR

## NOTICE OF APPLICABILITY OF VALOR MAINTENANCE COVENANT AND TRACT DECLARATION,

This Notice of Applicability of Valor Maintenance Covenant and Valor Tract Declaration Valor AQ (this "Notice") is made and executed by M3 ID FALCON CREST, LLC, an Arizona limited liability company ("VMC Declarant"), and SH ACQ2020, a California limited liability company ("Tract Declarant"), and is as follows:

1. **Applicability of Covenant.** This Notice is filed with respect to Lots 3 through 5, inclusive, Lots 7 through 16, inclusive, Lots 18 through 23, inclusive, Lots 25 through 30, inclusive, Lots 32 through 36, inclusive, Lots 38 through 45, inclusive, and Lots 47 through 57, inclusive, Block 1, of Falcon Crest Subdivision No. 1, a subdivision located in Ada County, Idaho, according to the plat recorded in Plat Book 122, Pages 19308 through 19316 in the Official Records of Ada County, Idaho (collectively, the "Tract"). Pursuant to that certain Valor Maintenance Covenant, recorded as Document No. 2022-017810 in the Official Records of Ada County, Idaho, as the same may be amended from time to time (the "Covenant"), VMC Declarant served notice that portions of the Annexable Land described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Subject Property and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant. Notwithstanding the foregoing or anything to the contrary set forth in this Notice or the Covenant, Articles 7 and 8 of the Covenant shall not be binding on the Tract, no portion of the Tract may be designated by VMC Declarant or any of its successors or assigns as having a Social Club Sub-Member Designation, and no portion of the Tract shall be subject to Social Club Assessments or Golf Club Assessments under the Covenant, in each case except to the extent otherwise agreed by and between VMC Declarant and Tract Declarant.

2. **Applicability of Tract Declaration.** Pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Valor AQ, recorded of even date herewith in the Official Records of Ada County, Idaho, as the same may be amended from time to time (the "Tract Declaration"), Tract Declarant served notice that portions of the Annexable Land described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Tract Declaration.

3. **Tract.** The Tract described and identified in Paragraph 1 hereinabove will constitute one of the Tracts which is permitted, contemplated and defined under the Covenant.

4. **Tract Incorporated Into Subject Property.** The provisions of the Covenant and the Tract Declaration shall apply to the Tract. The Tract is hereby included within and made a

part of the Subject Property, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant and the Tract Declaration.

5. **Assignment of Village.** Pursuant to *Sections 3.02 and 12.05* of the Covenant, the Tract is hereby assigned to Village AQ, and subject to all terms and provisions of the Covenant which relate to Villages so designated within the Subject Property.

6. **Pressure Irrigation System Contribution Requirements.** Notwithstanding anything to the contrary set forth in the Covenant, including but not limited to *Section 12.08* of the Covenant, but with respect to Lots and Condominium Units in the Tract (together "AQ Lots") only:

- The Pressure Irrigation System Contribution (the "PIS Contribution") shall be fixed at \$1,520 per Lot and Condominium Unit, and may not be increased;
- The PIS Contribution for an AQ Lot shall not be deemed to have been "earned" until (i) Tract Declarant has obtained a building permit for such AQ Lot (the "AQ Lot Building Permit"), (ii) the Pressure Irrigation System serving such Lot and the Tract has been substantially completed and is functional for its intended purpose, with VMC Declarant having provided certified as-built plans and specifications for the same to Tract Declarant (and with such earned PIS Contributions referred to as "Earned PIS Contributions");
- Earned PIS Contributions for AQ Lots shall not be due and payable in connection with the conveyance of the AQ Lots from VMC Declarant to Tract Declarant; rather, such Earned PIS Contributions shall be due and payable on a quarterly basis, in arrears, within thirty (30) days after the end of each calendar quarter, for all AQ Lots for which there were Earned PIS Contributions in such calendar quarter. Within such thirty (30) day period Tract Declarant shall also submit a written report detailing the total number of AQ Lot Building Permits obtained by Tract Declarant for the calendar quarter along with the Earned PIS Contributions due and payable to VMC Declarant for the calendar quarter; and
- In connection with and as a condition of payment of Earned PIS Contributions with respect to AQ Lots, VMC Declarant shall have provided Tract Declarant with unconditional lien waivers releasing and waiving any lien rights under the Covenant or otherwise related to the PIS Contribution for such AQ Lots for which the Earned PIS Contributions have been paid, in form and content reasonably acceptable to Tract Declarant; provided, the lien waivers shall be issued by VMC Declarant to Tract Declarant and not to sub-contractors or any other party.

7. **Miscellaneous.** This Notice constitutes a Notice of Applicability under *Section 12.05* of the Covenant and *Section 12.03* of the Tract Declaration. Any capitalized terms used and not otherwise defined in this Notice shall have the meanings set forth in the Covenant or Tract Declaration, as applicable. This Notice may be executed in any number of counterparts, including execution by facsimile, with the same effect as if all parties hereto had signed the same document, and all counterparts, either original and/or facsimile, will constitute one and the same instrument.

EXECUTED to be effective as of the 17<sup>th</sup> day of February, 2022.

[SIGNATURE PAGES TO FOLLOW]

**VMC DECLARANT:**

**M3 ID Falcon Crest, LLC,**  
an Arizona limited liability company

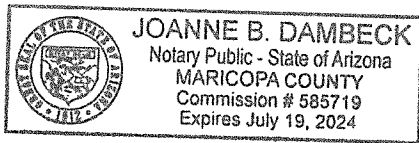
By: M3 Builders, L.L.C.,  
an Arizona limited liability company  
its authorized representative

By: The M3 Companies, L.L.C.,  
an Arizona limited liability company  
its sole member

By: *[Signature]*  
William I. Brownlee, Manager

STATE OF Arizona )  
 )  
COUNTY OF Maricopa )

This instrument was acknowledged before me on 17 day of February,  
2022, by William I. Brownlee, Manager of The M3 Companies, L.L.C., an Arizona limited  
liability company, sole member of M3 Builders, L.L.C., an Arizona limited liability company,  
authorized representative of M3 ID Falcon Crest, LLC, an Arizona limited liability company, on  
behalf of said limited liability companies.



Notary: *Joanne B. Dambeck*  
Print Name: Joanne B. Dambeck  
Notary Public, State of Arizona  
My commission expires: 7.19.24

**TRACT DECLARANT:**

**SH ACQ2020, LLC,**  
a California limited liability company

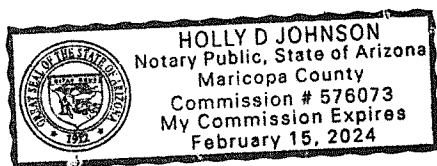
By: Shea Homes, Inc.,  
a Delaware corporation,  
its sole Member

By: [Signature]  
Name: Jeff Hinkle  
Title: Assistant Secretary

By: [Signature]  
Name: Leigh Menghini  
Title: Assistant Secretary

STATE OF Arizona )  
 )  
COUNTY OF Maricopa )

This instrument was acknowledged before me on 15 day of February,  
2022, by Jeff Hinkle and Leigh Menghini of Shea  
Homes, Inc., a Delaware corporation, sole member of SH ACQ2020, LLC, a California limited  
liability company, on behalf of said entities.



Notary: [Signature]  
Print Name: Holly D. Johnson  
Notary Public, State of Arizona  
My commission expires: 2/15/2024