

After recording, please return to:

C17 LLC
Attn: Camie Laney
4824 W. Fairview Ave.
Boise, Idaho 83706

**FIRST SUPPLEMENT TO SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
THE STAPLETON COMMUNITY**

THIS FIRST SUPPLEMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE STAPLETON COMMUNITY (this “**First Supplement**”) is made as of January 11th, 2023 (the “**First Supplement Date**”), by C17 LLC, an Idaho limited liability company (“**Developer**”), and C4 Land LLC, a limited liability company (“**Land Owner**”).

RECITALS

A. Reference is made to that certain Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Stapleton Community, recorded by Developer on January 3, 2022 in the real property records of Ada County, Idaho as Instrument No. 2022-000687 (the “**Declaration**”). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. Article 12 of the Declaration allows for the recording of a Supplemental Declaration, pursuant to which additional lands are annexed into the Community and become subject to the Declaration.

C. Developer and Land Owner collectively own the real property legally described as follows (“**Stapleton No. 2 Property**”):

Lots 26 through 43 in Block 1, Lots 4 through 36 in Block 4, and Lots 1 through 21 in Block 6 of Stapleton Subdivision No. 2, according to the official plat thereof recorded in the real property records of Ada County, Idaho as Instrument No. 2022-079860 (the “**Stapleton No. 2 Plat**”).

D. Pursuant to Article 12 of the Declaration, Developer desires to annex the Stapleton No. 2 Property into the Community, and Land Owner desires to consent thereto, pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, Developer and Land Owner hereby declare as follows:

1. Incorporation by Reference. All recitals to this First Supplement are hereby incorporated by reference as if set forth in this Section 1.

2. Annexation. The Stapleton No. 2 Property, and each Lot, parcel, and portion thereof, is hereby annexed into the Community and is hereby subject to all of the terms and conditions of the

Declaration. The term "Lot" as defined in the Declaration shall also include each Lot within the Stapleton No. 2 Property, and the term "Community" shall include the Stapleton No. 2 Property.

3. **Common Area.** Lots 26, 31, 32, and 43 in Block 1, Lots 15 and 25 in Block 4, and Lots 1 and 21 in Block 6 of the Stapleton No. 2 Property are hereby designed as Common Area.

4. **Limited Common Area.** Developer hereby designates Lot 31 in Block 1 of the Stapleton No. 2 Property as Limited Common Area appurtenant to, and for the exclusive benefit of, Lots 27 through 30 in Block 1 and Lots 33 and 34 in Block 1 the Stapleton No. 2 Property, to the exclusion all other Lots and their Owner.

5. **Common Driveway.** There is hereby established a perpetual ingress/egress easement over, under, upon and through Lot 31 in Block 1 of the Stapleton No. 2 Property (the "**L31B1 Common Driveway**") for the benefit of Lots 27 through 30 in Block 1 and Lots 33 and 34 in Block 1 the Stapleton No. 2 Property (the "**L31B1 Common Driveway Lots**"). The L31B1 Common Driveway Lots shall take access to the public right of way through the L31B1 Common Driveway.

The L31B1 Common Driveway is subject to an easement for water, sewer, and other utility services. The L31B1 Common Driveways shall be constructed in accordance with Meridian City Code § 11-6C-3D, be paved to a minimum of twenty (20) feet in width with a surface capable of supporting at least 75,000 pounds, and the Association will maintain, repair, and replace the L31B1 Common Driveway (including the paving surface thereon) as required by Meridian City Code § 11-6C-3D.

6. **Storm Water Drainage System.** Portions of Lot 26 in Block 1, portions of Lot 15 in Block 4, and portions of Lot 1 in Block 6 of the Stapleton No. 2 Property are servient to and contain a portion of the storm water drainage system, and are subject to the Master Easement. Operation and maintenance of the storm water drainage facilities serving the Community will be governed by the O&M Manual.

7. **Multi-Family Lot.** Notwithstanding anything to the contrary contained in the Declaration: (a) Lot 20 in Block 6 of the Stapleton No. 2 Property (the "**Multi-Family Lot**," and the Owner thereof, the "**Multi-Family Owner**," and each multi-family unit on the Multi-Family Lot is a "**Multi-Family Unit**") will be developed and used for multi-family purposes; (b) the Regular, Special, and Transfer Assessments assessed to the Multi-Family Lot will be twelve (12) times the amount of Regular, Special, and Transfer Assessments assessed to the single family Lots; (c) the Multi-Family Owner is entitled to twelve (12) votes in its capacity as Member of the Association, provided said votes cannot be split and instead all twelve (12) votes must be cast in a single block; (d) the Multi-Family Owner need not lease its "entire" Lot to a single Tenant "comprised as a single housekeeping unit" as required by Section 3.2 of the Declaration, and may instead lease portions of the Multi-Family Lot and Improvements thereon to the same number of Persons as there are Multi-Family Units (e.g. if there are thirty Multi-Family Units, then there can be up to thirty leases); (e) the Household Pet restriction set forth in Section 3.9 of the Declaration shall apply to each Multi-Family Unit, instead of to the Multi-Family Lot as a whole. For the avoidance of doubt, the Multi-Family Owner is responsible for the maintenance, repair, and replacement of all Improvements on the Multi-Family Lot, and to the extent there are any "common" facilities located on the Multi-Family Lot, such facilities are not Common Area and instead for the exclusive use and benefit of the Multi-Family Owner and its Occupants.

8. **Consent.** Land Owner hereby consents to the annexation of the Stapleton No. 2 Property into the Community, and further consents to the terms and conditions of this First Supplement.

9. Counterparts. This First Supplement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same document. The signature pages may be detached from each counterpart and combined into one document

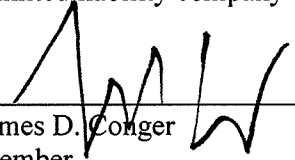
10. Effect of First Supplement. Except as expressly provided in this First Supplement, all of the terms and conditions of the Declaration remain in full force and effect. Upon recordation hereof, this First Supplement will: (a) become a part of the Declaration; (b) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Community; (c) inure to the benefit of every Lot, parcel, or portion of the Community; and (d) inure to the benefit of and is binding upon Developer and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Community, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Declaration and the terms and conditions of this First Supplement, the terms and conditions of this First Supplement will control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Developer has executed this First Supplement effective as of the First Supplement Date.

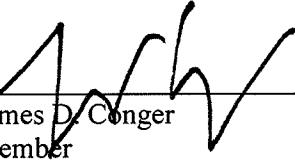
DEVELOPER:

C17 LLC,
an Idaho limited liability company

By: 
Name: James D. Conger
Its: Member

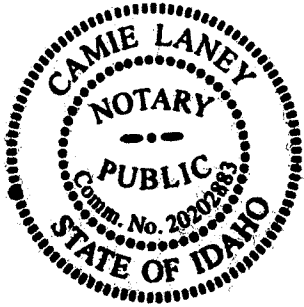
LAND OWNER:

C4 LAND LLC,
an Idaho limited liability company

By: 
Name: James D. Conger
Its: Member

STATE OF IDAHO)
) ss.
County of Ada)

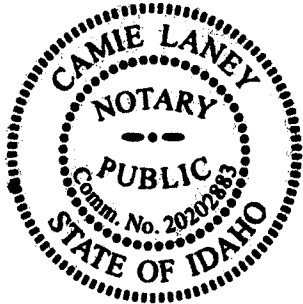
This record was acknowledged before me on January 11, 2023, by James D. Conger, as member of C17 LLC, an Idaho limited liability company.



Camie Laney
Signature of Notary Public
My Commission Expires 8-3-2026

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on January 11, 2023, by James D. Conger, as member of C4 LAND LLC, an Idaho limited liability company.



Camie Laney
Signature of Notary Public
My Commission Expires 8-3-2026