# **ACCOMMODATION**

After recording, please return to:

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=3 LINDSAY WHEELER
TITLEONE BOISE

2023-035254 06/20/2023 04:29 PM \$16.00

G20 LLC Attn: Camie Laney 4824 W. Fairview Ave. Boise, Idaho 83706

# FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE ESTRADA VILLAGE COMMUNITY

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE ESTRADA VILLAGE COMMUNITY (this "First Supplement") is made as of 4 4 2 2023 (the "First Supplement Date"), by G20 LLC, an Idaho limited liability company ("Developer").

#### RECITALS

- A. Reference is made to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for the Estrada Village Community, recorded by Developer on March 24, 2022 in the real property records of Ada County, Idaho as Instrument No. 2022-029553 (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 owns the real property legally described as follows ("Estrada Village No. 2 Property"):

Lots 70 through 124 in Block 1 of Estrada Village Subdivision No. 2, according to the official plat thereof recorded in the real property records of Ada County, Idaho as Instrument No. 2023-000265 (the "Estrada Village No. 2 Plat").

D. Pursuant to Article 12 of the Declaration, Developer desires to annex the Estrada Village No. 2 Property into the Community, pursuant and subject to the terms and conditions hereinafter set forth.

### **AGREEMENT**

NOW, THEREFORE, Developer hereby declares 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 Estrada Village 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 Estrada Village No. 2 Property, and the term "Community" shall include the Estrada Village No. 2 Property.

- 3. Common Area. Lots 70, 71, 76, 99, 100, 106, 117, and 121 in Block 1 of the Estrada Village No. 2 Property are hereby designed as Common Area.
- 4. Limited Common Area. Developer hereby designates Lot 76 in Block 1 of the Estrada Village No. 2 Property as Limited Common Area appurtenant to, and for the exclusive benefit of, Lots 77 and 78 in Block 1 the Estrada Village No. 2 Property, to the exclusion all other Lots and their Owners.
- 5. Common Driveway. There is hereby established a perpetual ingress/egress easement over, under, upon and through Lot 76 in Block 1 of the Estrada Village No. 2 Property (the "L76B1 Common Driveway") for the benefit of Lots 77 and 78 in Block 1 the Estrada Village No. 2 Property (the "L76B1 Common Driveway Lots"). The L76B1 Common Driveway Lots shall take access to the private street shown as E. Star Pine Lane on the Estrada Village No. 2 Plat through the L76B1 Common Driveway.

The L76B1 Common Driveway is subject to an easement for water, sewer, and other utility services. The L76B1 Common Driveways shall 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 L76B1 Common Driveway (including the paving surface thereon) so as to keep the same in good condition and repair.

6. 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:**

G20 LLC,

an Idaho limited liability company

Name: Ja Its:

**Authorized Agent** 

STATE OF IDAHO

) ss.

County of Ada

This record was acknowledged before me on \_\_\_\_\_\_\_ member of G20 LLC, an Idaho limited liability company.

My Commission Expires

