

When Recorded Return To:

Lennar Homes of Idaho, LLC  
9169 W state St., #1101  
Garden City, Idaho 83714  
Attn: Jamie Parker

<b>2022-031663</b>	
RECORDED	
<b>06/22/2022 03:21 PM</b>	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=6 TYOUREN	\$25.00
TYPE: MISC	
PARSONS BEHLE & LATIMER - BOISE	
ELECTRONICALLY RECORDED	

**SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR  
MANDALAY RANCH SUBDIVISION**

THIS SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MANDALAY RANCH SUBDIVISION (this “**Supplemental Declaration**”) is made as of May 27, 2022, by AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company (“**AG**”), and LENNAR HOMES OF IDAHO, LLC, a Delaware limited liability company (“**Lennar**”).

RECITALS

A. On May 12, 2021, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Mandalay Ranch Subdivision (as supplemented and amended from time to time, the “**Master Declaration**”) was recorded in the official records of Canyon County, Idaho as Instrument No. 2021-034394.

B. Section 12.02(b) of the Master Declaration provides that the Master Declaration may be amended by an instrument in writing signed by a majority of all of the Class B votes held by the Class B Members, as certified by the President and Secretary of the Association.

C. Lennar holds a majority of the Class B votes held by the Class B Members.

D. Section 12.02(e) of the Master Declaration provides that so long as AG owns any Lot or other portion of the Property or any Annexable Property, any amendment to the Master Declaration shall require the prior written approval of AG.

E. AG currently owns the Annexable Property.

F. Lennar and AG are executing and delivering this Supplemental Declaration for the purpose of amending the Master Declaration as set forth below.

SUPPLEMENTAL DECLARATION

AG and Lennar declare as follows:

1. All defined terms as used in this Supplemental Declaration shall have the same meanings as those set forth in the Master Declaration, unless otherwise defined in this Supplemental Declaration.

2. Section 5.11 of the Master Declaration is amended to increase the maximum number of permitted domesticated pets that may be kept on a Lot, and the definition shall provide in its entirety as follows:

**Section 5.11 Animals.** No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than four (4) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot. Up to five (5) hen chickens are also allowed in the fenced area of a lot. No Roosters are allowed.

3. Paragraph 5.16(b) of the Master Declaration is amended to clarify that parking of Vehicles and Equipment behind privacy fencing is permitted, and the paragraph shall provide in its entirety as follows:

(b) Vehicles and Equipment shall be kept at all times in an enclosed structure or behind privacy fencing, and at no time shall any such Vehicles or Equipment be parked or stored on a driveway or on a public or private right-of-way within the Property except: (i) when in actual use; and/or (ii) for a temporary period of no more than seventy two (72-) consecutive hours in connection with actual use.

4. Section 5.20 of the Master Declaration is amended to remove restrictions on the parking of Vehicles and Equipment behind privacy fencing, and the section shall provide in its entirety as follows:

**Section 5.20 Vehicles.** The use of Automobiles and Vehicles and Equipment shall be subject to ACC Rules/ACC Standards, which may prohibit or limit the use thereof within the Property, provide parking regulations and other rules regulating the same. Automobiles are to be parked in driveways and in garages. Vehicles and Equipment may be parked on a Lot behind privacy fencing that meets the requirements of Section 5.25 even if the Vehicles and Equipment are taller than the fence. Parking on public streets is prohibited excepting for guests of the owners for temporary periods not to exceed 72 hours..

5. Except as amended by the provisions of this Supplemental Declaration, the Master Declaration, as it may have been supplemented and amended prior to the date of this Supplemental Declaration, shall remain unmodified and in full force and effect.

6. The Master Declaration, as supplemented and amended by this Supplemental Declaration, shall collectively be referred to as the “Master Declaration.”

*Signature Pages Follow*

AG and Lennar have executed this Supplemental Declaration as of the date first written above.

AG:

AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company

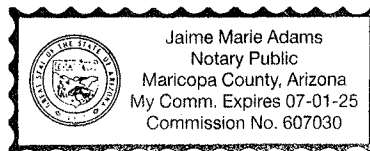
By: AGWIP Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: Steven S. Benson  
Steven S. Benson, its Manager

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

This record was acknowledged before me on May 17, 2022, by **STEVEN S. BENSON** as Manager of **AGWIP ASSET MANAGEMENT, LLC**, the authorized agent of **AG ESSENTIAL HOUSING MULTI STATE 2, LLC**.

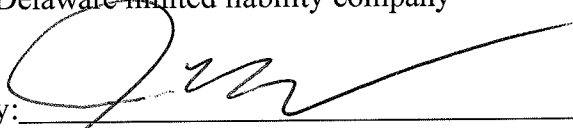
Jaime Marie Adams  
*Signature of notary public*



My commission expires: 07/01/2025

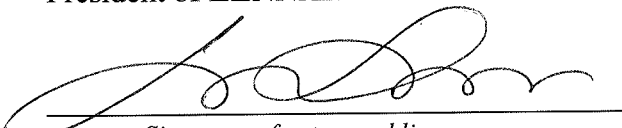
LENNAR:

LENNAR HOMES OF IDAHO, LLC  
a Delaware ~~limited liability~~ company

By:   
Jeff Clemens, Vice President

STATE OF IDAHO )  
                          ) ss.  
County of Ada )


This record was acknowledged before me on ~~May~~ <sup># June</sup> 1<sup>th</sup>, 2022, by **JEFF CLEMENS** as Vice President of **LENNAR HOMES OF IDAHO, LLC**.

  
*Signature of notary public*

My commission expires: 5/21/2027

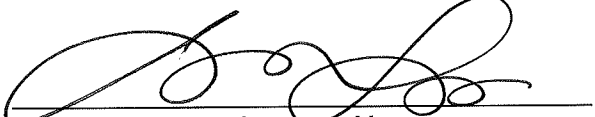


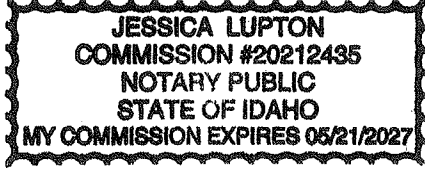
The undersigned President and Secretary of Mandalay Ranch Homeowners Association Inc., an Idaho nonprofit corporation, certify that Lennar Homes of Idaho, LLC, an Idaho limited liability company, holds a majority of the Class B Votes of Mandalay Ranch Homeowners Association Inc.

  
\_\_\_\_\_  
CHRIS AMAYA, President


STATE OF IDAHO )  
                  ) ss.  
County of Ada )  
                  ) ~~Canyon~~ )

This record was acknowledged before me on ~~May~~ <sup>the</sup> 22<sup>nd</sup> <sup>June</sup>, 2022, by the undersigned as President of **MANDALAY RANCH HOMEOWNERS ASSOCIATION, INC.**

  
\_\_\_\_\_  
*Signature of notary public*

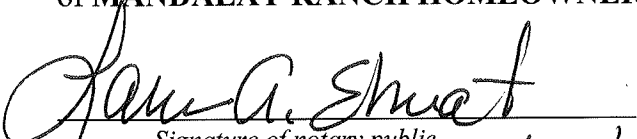


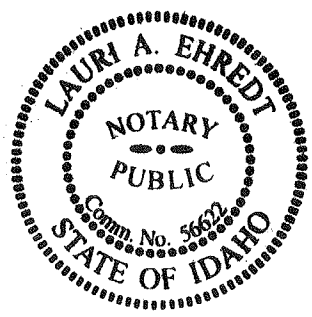
My commission expires: 5/21/2027

  
\_\_\_\_\_  
JAMIE PARKER, Secretary

STATE OF IDAHO )  
                  ) ss.  
County of ADA )

This record was acknowledged before me on ~~May~~ <sup>JUNE</sup> 22, 2022, by Jamie Parker as Secretary of **MANDALAY RANCH HOMEOWNERS ASSOCIATION, INC.**

  
\_\_\_\_\_  
*Signature of notary public*



My commission expires: 08/18/22