

4

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

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=10 ANGIE STEELE  
PIONEER TITLE COMPANY OF ADA COUNTY

**2020-158996**  
11/19/2020 12:34 PM  
\$37.00

727135 TK

After Recording  
Return to:

The M3 Companies  
7033 E. Greenway Parkway, Suite 100  
Scottsdale, AZ 85254

FOR RECORDING INFORMATION

**SECOND SUPPLEMENT TO  
MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BOULDER POINT SUBDIVISION**

This Second Supplement to Master Declaration of Covenants, Conditions and Restrictions for Boulder Point Subdivision (this "**Second Supplement**") is made this 19<sup>th</sup> day of November 20 20 by M3 ID Boulder Heights, LLC, an Arizona limited liability company ("**Grantor**").

**RECITALS**

A. Grantor is the developer and owner of certain real property located in Ada County, Idaho, known as Boulder Point Subdivision, as more particularly described in that certain Master Declaration of Covenants, Conditions and Restrictions for Boulder Point Subdivision, recorded in Ada County, Idaho, on 11/19/2020, 20  , as Instrument No. 2020-158994, as supplemented by that certain First Supplement to Master Declaration of Covenants, Conditions and Restrictions for Boulder Point Subdivision, recorded in Ada County, Idaho, on 11/19/2020, 20  , as Instrument No. 2020-158995 (collectively, the "**Master Declaration**").

B. As noted in Section 2.2 of the Master Declaration, the Property is intended to be developed in phases, each of which shall be subject to the Master Declaration as amended or supplemented from time to time.

C. Grantor has caused to be recorded that certain plat identified as Boulder Heights Estates Subdivision No. 9, as filed in Book 119 of Plats at Pages 18460 through 18465, in Ada County, Idaho, on October 30, 2020, as Instrument No. 2020-148064 (the "**Phase 2 Plat**"), and more particularly described and depicted on Exhibit A attached hereto and made a part hereof (the "**Phase 2 Property**").

D. Grantor desires to supplement the Master Declaration, as permitted by Sections 1.1 and 2.2 of the Master Declaration, to confirm, and to declare that the Phase 2 Property, and each lot, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the terms of the Master Declaration, and subject to the following terms, covenants, conditions, easements, and restrictions as hereinafter set forth.

NOW, THEREFORE, Grantor hereby declares that the Phase 2 Property and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the Master Declaration and the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Phase 2 Property, and to enhance the value, desirability, and attractiveness of the Phase 2 Property. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Phase 2 Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Phase 2 Property, or any lot, parcel, or portion thereof.

In addition to the restrictions set forth in the Master Declaration, the Phase 2 Property shall be subject to the following:

1. **Association and Voting.** The Phase 2 Property shall be part of Boulder Point Homeowners' Association, Inc. (the "**Association**"). The Phase 2 Property shall be governed in accordance with the Master Declaration, as the same may from time to time be amended, including, without limitation, the obligation for and enforcement of Assessments as further described therein.

2. **Design Review.** Any and all improvements shall be subject to review by the ACC, which review will be in accordance with the Architectural Guidelines, as the same may be amended from time to time, and all in accordance with the Master Declaration.

3. **Designation of Phase 1 Common Area.** The Common Area established in the Phase 2 Property consists of those lots so designated on the Phase 2 Plat, including: Lot 1 in Block 10; Lots 1 and 20 in Block 11; Lots 7 and 11 in Block 12; Lot 1 in Block 13; and Lot 1 in Block 14. Said Common Area shall be maintained by the Association in accordance with the Master Declaration.

4. **No Additional Changes.** Except as supplemented by this Second Supplement, the Master Declaration shall remain unchanged and in full force and effect.

5. **Effect of Supplement.** This Second Supplement shall be binding upon and inure to the benefit of Grantor, all Owners of a Building Lot, and their successors and assigns. If there is any conflict between the terms of this Second Supplement and the Master Declaration, this Second Supplement shall control.

*[end of text – signature on following page]*

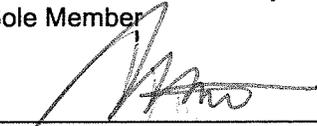
IN WITNESS WHEREOF, the undersigned has caused this Second Supplement to Master Declaration of Covenants, Conditions and Restrictions for Boulder Point Subdivision, to be duly executed the day and year first above written.

**GRANTOR:**

M3 ID BOULDER HEIGHTS, LLC,  
an Arizona limited liability company

By: M3 Builders, LLC,  
an Arizona limited liability company  
Its: Authorized Representative

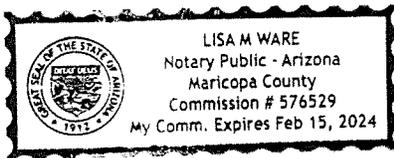
By: The M3 Companies, LLC,  
an Arizona limited liability company  
Its: Sole Member

  
\_\_\_\_\_  
By: William I. Brownlee  
Its: Manager

STATE OF ARIZONA )  
                                  ) ss.  
County of Maricopa)

On this 8 day of July, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared William I. Brownlee, known or identified to me to be the Manager of The M3 Companies, LLC, the Arizona limited liability company that is the Sole Member of M3 Builders, LLC, the Arizona limited liability company that is the Authorized Representative of M3 ID Boulder Heights, LLC, the Arizona limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lisa M Ware  
\_\_\_\_\_  
Notary Public for Arizona  
Residing at 6633 E Greenway Pkwy #1026  
My commission expires: 2-15-2024

scd1, AZ  
85258

**Exhibit A**

**Plat of Boulder Heights Estates Subdivision No. 9**

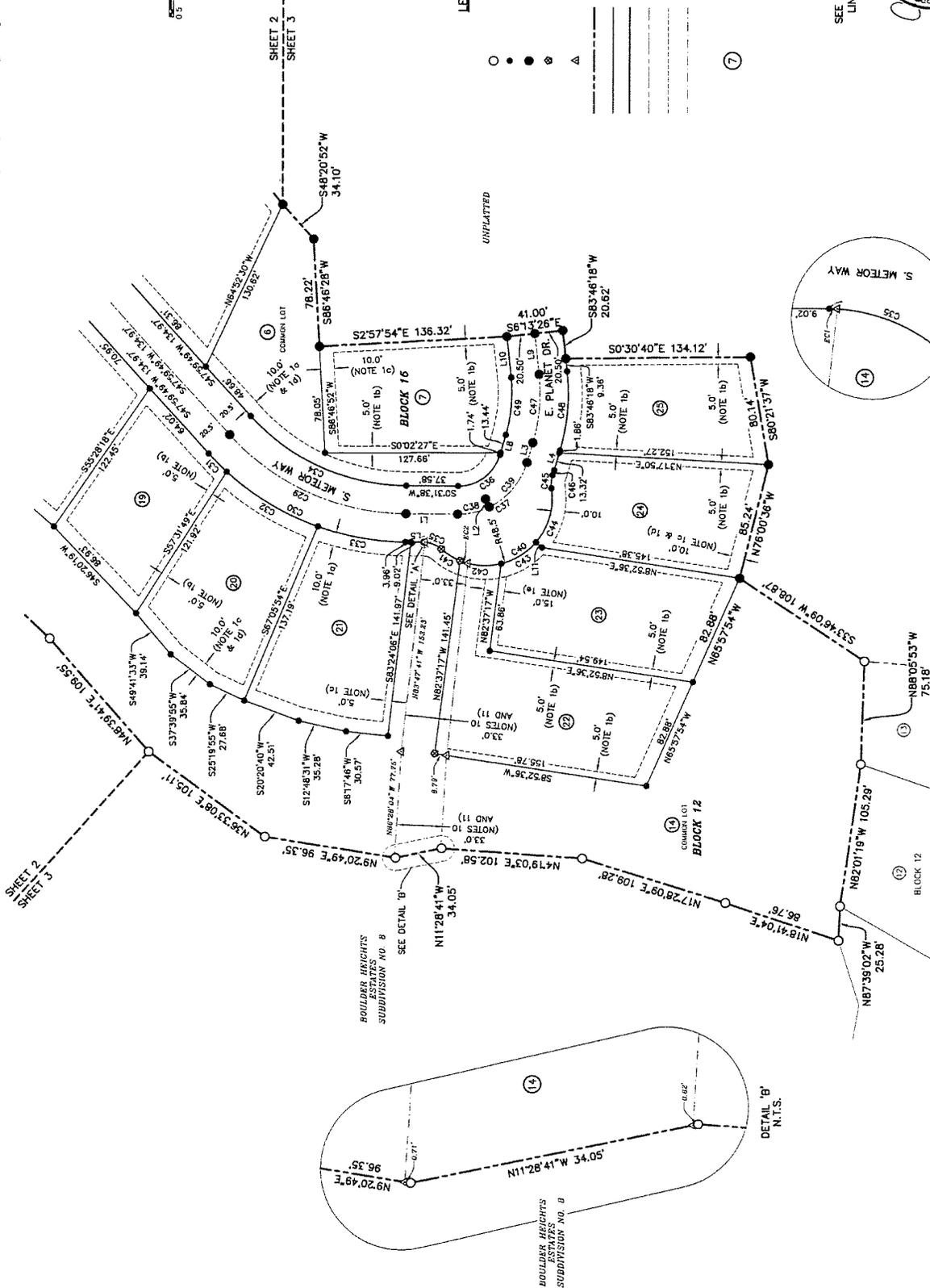




# BOULDER HEIGHTS ESTATES SUBDIVISION NO. 9



SCALE: 1" = 50'



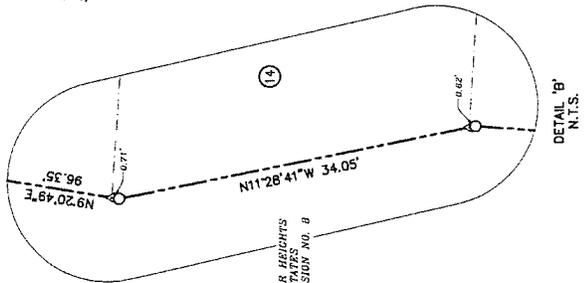
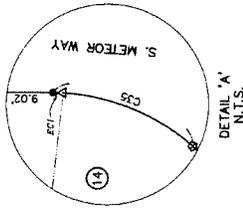
### LEGEND

- FOUND 5/8" IRON PIN, PLS 11779
- SET 1/2" IRON PIN WITH CAP, PLS 11779
- SET 5/8" IRON PIN WITH CAP, PLS 11779
- ⊗ SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- △ CALCULATED POINT
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EASEMENT LINE
- BOISE CITY UTILITY EASEMENT AGREEMENT (NOTES 10 AND 11)
- EASEMENT LINE
- ⑦ LOT NO.

SEE SHEET 4 FOR NOTES AND LINE/CURVE DATA TABLES



CURVE LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.	
E C1	0.96	20.00	2°44'19"	N1°31'47"E	0.96
E C2	6.03	48.50	7°07'35"	S18°43'16"W	6.03



IDAHO SURVEY GROUP, LLC  
 9655 W. EMERALD ST.  
 BOISE, IDAHO 83704  
 (208) 846-6878

JOB NO. 19-058  
 SHEET 3 OF 6





# BOULDER HEIGHTS ESTATES SUBDIVISION NO. 9

**APPROVAL OF ADA COUNTY HIGHWAY DISTRICT**

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 08/26/2020 DATE AT 2:25 P.M. IN ADA COUNTY, IDAHO.



*[Signature]*  
 PRESIDENT ADRIAN  
 Signed by Aracelis Wong  
 Director for President

**APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT**

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 59, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.



*[Signature]*  
 DEHS 2-26-2020  
 CENTRAL DISTRICT HEALTH DEPARTMENT

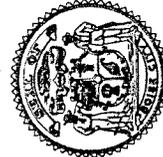
**APPROVAL OF CITY ENGINEER**

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

*[Signature]*  
 BOISE CITY ENGINEER  
 PE # 11185  
 10-22-2020

**APPROVAL OF CITY COUNCIL**

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 17th DAY OF SEPTEMBER, 2020, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



*[Signature]*  
 CITY CLERK BOISE, IDAHO Christa O'Leary

**CERTIFICATE OF COUNTY SURVEYOR**

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



*[Signature]*  
 COUNTY SURVEYOR  
 PLS # 3553  
 29 October 2020

**CERTIFICATE OF THE COUNTY TREASURER**

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT I AM AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



10-29-2020  
 DATE  
*[Signature]*  
 COUNTY TREASURER  
 Signed by Stephanie Madson  
 Deputy Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO )  
 ) S.S.  
 COUNTY OF ADA )  
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF J H WISE SONS COMPANY, LLC, AT 10 MINUTES PAST 3 O'CLOCK P. M., ON THIS 30th DAY OF October, 2020, IN BOOK 119 OF PLATS AT PAGES 18465-18465.  
 INSTRUMENT NO. 2020-148064

*[Signature]*  
 DEPUTY  
 FEE \$31.-  
*[Signature]*  
 EX-OFFICIO RECORDER

