

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
INDIAN CREEK RANCH SUBDIVISION**

This Second Supplement to Master Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision (this "**Second Supplement**") is made this 19 day of April 2022, by M3 ID Rising Sun, 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 Indian Creek Ranch Subdivision, as more particularly described in that certain Master Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision, recorded in Ada County, Idaho, on January 12, 2022, as Instrument No. 2022-003890 (the "**Master Declaration**").

B. Grantor subsequently supplemented the Master Declaration by that certain First Supplement to Master Declaration of Covenants, Conditions and Restrictions for Indian Creek Ranch Subdivision, recorded in Ada County, Idaho, on January 12, 2022, as Instrument No. 2022-004008 (the "**First Supplement**").

C. 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.

D. Grantor has caused to be recorded that certain plat identified as Rising Sun Subdivision No. 2, as filed in Book 123 of Plats at Pages 19482 through 19489, in Ada County, Idaho, on April 18, 2022, as Instrument No. 2022-037906 (the "**Phase 2 Plat**"), and more particularly described and depicted on **Exhibit A** attached hereto and made a part hereof (the "**Phase 2 Property**").

E. Grantor desires to supplement the Master Declaration, as permitted by Sections 1.1 and 2.2 of the 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 Exhibit A to the Master Declaration is hereby amended to include the Phase 2 Property. The following terms, covenants, conditions, easements, and restrictions are applicable to the Phase 2 Property, 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. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Master Declaration, as amended.
2. **Association and Voting.** The Phase 2 Property shall be part of Indian Creek Ranch 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.
3. **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.
4. **Designation of Phase 2 Common Area.** The Common Area established in the Phase 2 Property consists of those lots so designated on the Phase 2 Plat, including: Lots 30, 31, and 40 of Block 2; Lot 26 of Block 3; and Lots 12 and 23 of Block 4. Notwithstanding anything contained in the Phase 2 Plat, said Common Area shall be maintained by the Association in accordance with the Master Declaration.
5. **ACHD Storm Drainage System.** Lot 40 of Block 2; Lot 24 of Block 3; and Lot 12 of Block 4 are subservient to and contain the Ada County Highway District ("**ACHD**") storm water drainage system. These lots are encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256, official records of Ada County, Idaho and incorporated herein by this reference as if set forth in full (the "**Master Easement**"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.
6. **Public Park.** Lot 24 of Block 3 is anticipated to be dedicated as a public park to be owned and operated by the City of Kuna, Idaho (the "**Park**"). Such dedication shall be via deed in accordance with a separate agreement between Grantor and the City of Kuna. The Park is anticipated to be utilized by both Owners in the Subdivision and the general public; accordingly, by acceptance of a Building Lot, each Owner agrees and acknowledges that there may be impacts of the use of such Park, including, without limitation, light and noise, and no Owner will make a claim against the Association, the Grantor, and/or the Board related to the existence of such Park. Operations, management, maintenance, and upkeep for the Park shall be the responsibility of the City of Kuna after dedication; prior to dedication, maintenance and upkeep for the Park shall be the responsibility of Grantor.
7. **No Additional Changes.** Except as supplemented by this Second Supplement, the Master Declaration shall remain unchanged and in full force and effect.
8. **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 Indian Creek Ranch Subdivision, to be duly executed the day and year first above written.

GRANTOR:

M3 ID RISING SUN, LLC,
an Arizona limited liability company

By: M3 Builders, L.L.C.,
an Arizona limited liability company
Its: Manager

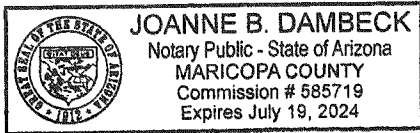
By: The M3 Companies, L.L.C.,
an Arizona limited liability company
Its: Sole Member



By: William I. Brownlee
Its: Manager

STATE OF ARIZONA)
County of Maricopa) ss.

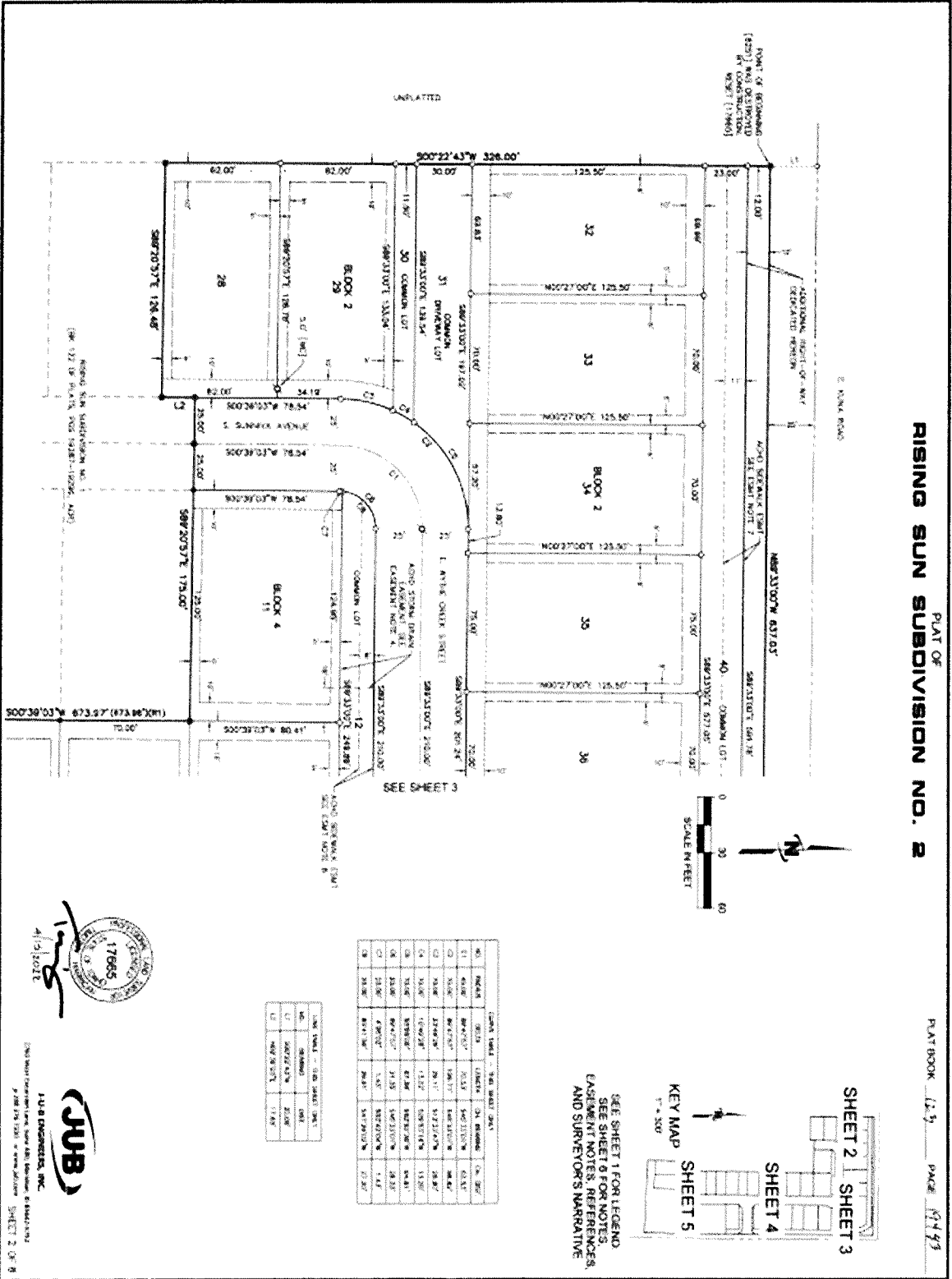
This record was acknowledged before me on this 19 day of April, 2022,
by William I. Brownlee, the Manager of The M3 Companies, L.L.C., the limited liability company that is the
Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Rising Sun, LLC.



Joanne B. Dambeck
Notary Public for Maricopa City, AZ
Residing at 12830 S. 145th, Phoenix, AZ 85044
My commission expires: 7-19-24

PLAT OF
RISING SUN SUBDIVISION NO. 2

PLAT BOOK 125 PAGE 19499



UNPLATTED

POINT OF BEGINNING
 (2027) WAS ESTABLISHED
 BY DEED (17860)

2' ROAD RIGHT-OF-WAY

ADJACENT RIGHT-OF-WAY
 24' EASEMENT

ADJACENT RIGHT-OF-WAY
 24' EASEMENT

ADJACENT RIGHT-OF-WAY
 24' EASEMENT

ADJACENT RIGHT-OF-WAY
 24' EASEMENT

ADJACENT RIGHT-OF-WAY
 24' EASEMENT

900°22'43"W 328.00'

SEE SHEET 3

NO.	MARK	BEARING	DISTANCE	CH. NUMBER	CH. BEG.	CH. END
1	IRON	90°00'00"W	125.50'	1	0+00	0+125.50
2	IRON	0°00'00"E	20.00'	2	0+125.50	0+145.50
3	IRON	90°00'00"W	125.50'	3	0+145.50	0+271.00
4	IRON	0°00'00"E	20.00'	4	0+271.00	0+291.00
5	IRON	90°00'00"W	125.50'	5	0+291.00	0+416.50
6	IRON	0°00'00"E	20.00'	6	0+416.50	0+436.50
7	IRON	90°00'00"W	125.50'	7	0+436.50	0+562.00
8	IRON	0°00'00"E	20.00'	8	0+562.00	0+582.00
9	IRON	90°00'00"W	125.50'	9	0+582.00	0+707.50
10	IRON	0°00'00"E	20.00'	10	0+707.50	0+727.50
11	IRON	90°00'00"W	125.50'	11	0+727.50	0+853.00
12	IRON	0°00'00"E	20.00'	12	0+853.00	0+873.00
13	IRON	90°00'00"W	125.50'	13	0+873.00	0+998.50
14	IRON	0°00'00"E	20.00'	14	0+998.50	0+1018.50
15	IRON	90°00'00"W	125.50'	15	0+1018.50	0+1144.00
16	IRON	0°00'00"E	20.00'	16	0+1144.00	0+1164.00
17	IRON	90°00'00"W	125.50'	17	0+1164.00	0+1289.50
18	IRON	0°00'00"E	20.00'	18	0+1289.50	0+1309.50
19	IRON	90°00'00"W	125.50'	19	0+1309.50	0+1435.00
20	IRON	0°00'00"E	20.00'	20	0+1435.00	0+1455.00
21	IRON	90°00'00"W	125.50'	21	0+1455.00	0+1580.50
22	IRON	0°00'00"E	20.00'	22	0+1580.50	0+1600.50
23	IRON	90°00'00"W	125.50'	23	0+1600.50	0+1726.00
24	IRON	0°00'00"E	20.00'	24	0+1726.00	0+1746.00
25	IRON	90°00'00"W	125.50'	25	0+1746.00	0+1871.50
26	IRON	0°00'00"E	20.00'	26	0+1871.50	0+1891.50
27	IRON	90°00'00"W	125.50'	27	0+1891.50	0+2017.00
28	IRON	0°00'00"E	20.00'	28	0+2017.00	0+2037.00
29	IRON	90°00'00"W	125.50'	29	0+2037.00	0+2162.50
30	IRON	0°00'00"E	20.00'	30	0+2162.50	0+2182.50
31	IRON	90°00'00"W	125.50'	31	0+2182.50	0+2308.00
32	IRON	0°00'00"E	20.00'	32	0+2308.00	0+2328.00
33	IRON	90°00'00"W	125.50'	33	0+2328.00	0+2453.50
34	IRON	0°00'00"E	20.00'	34	0+2453.50	0+2473.50
35	IRON	90°00'00"W	125.50'	35	0+2473.50	0+2599.00
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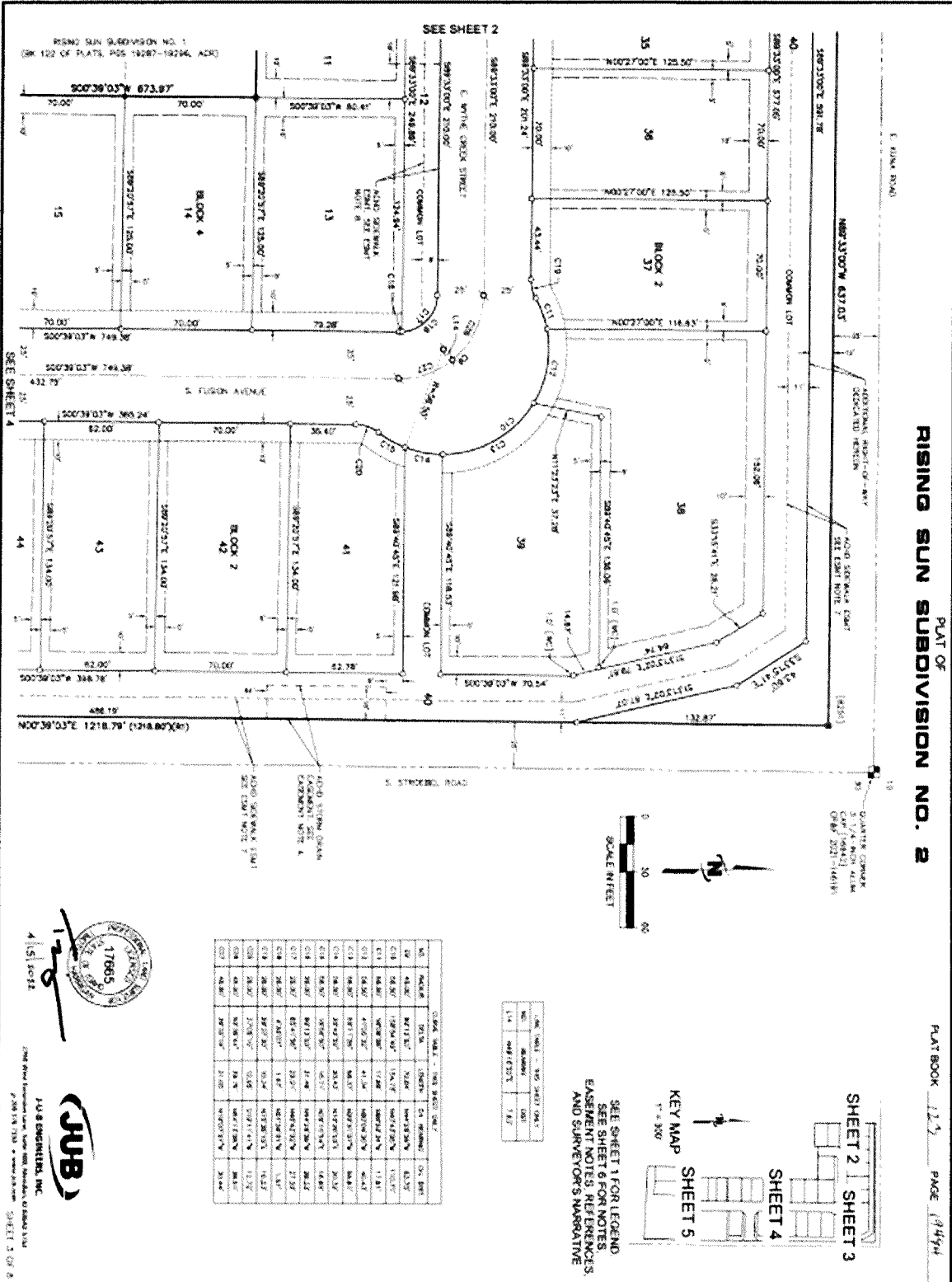
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2	1/8"	BLACK	BOUNDARY
3	1/8"	BLACK	BOUNDARY



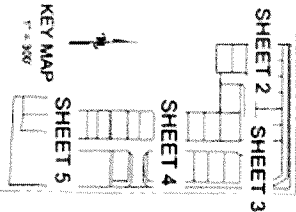
JUB ENGINEERING, INC.
 1100 WEST TOWNSHIP ROAD, SUITE 100, DEERFIELD, IL 60015
 P: 847.594.5500 F: 847.594.5501 WWW.JUBENGINEERING.COM

PLAT OF
RIISING SUN SUBDIVISION NO. 2

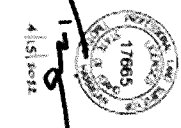
PLAT BOOK 124 PAGE 1344



SEE SHEET 1 FOR LEGEND
 SEE SHEET 6 FOR NOTES,
 EASEMENT NOTES, REFERENCES
 AND SURVEYOR'S NARRATIVE

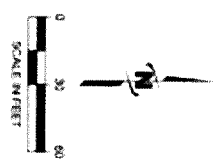
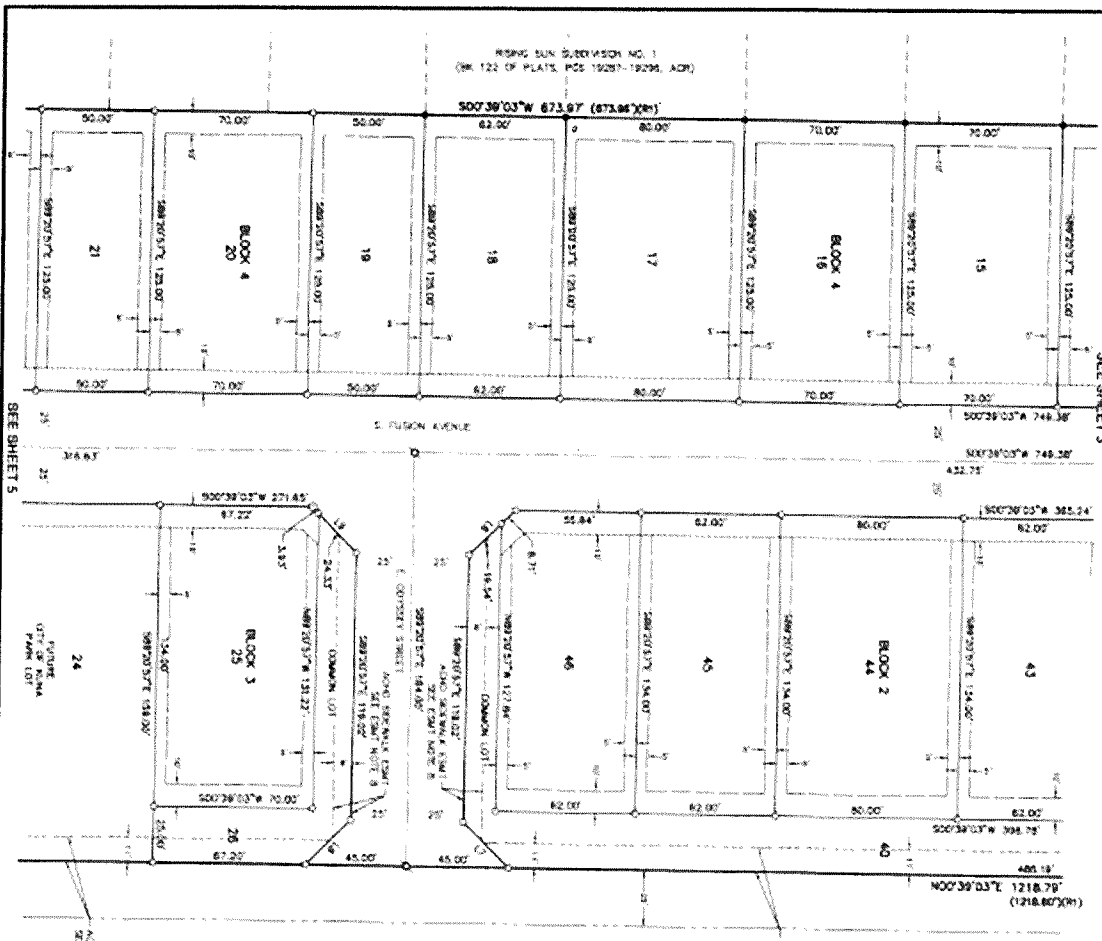


NO.	BEARING	DISTANCE	AREA	PERCENTAGE	DATE
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12	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
13	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
14	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
15	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
16	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
17	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
18	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
19	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
20	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
21	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
22	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
23	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
24	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
25	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
26	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
27	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
28	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
29	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
30	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
31	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
32	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
33	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
34	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
35	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
36	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
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38	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
39	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
40	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
41	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
42	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
43	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
44	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12
45	S 89° 23' 03" W	673.67'	10,000.00	10.00	11/15/12

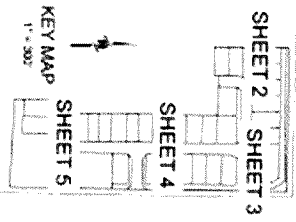


**PLAT OF
RISING SUN SUBDIVISION NO. 2**

PLAT BOOK 127 PAGE 1795



NO.	DESCRIPTION	DATE
15	RECORD	10/10/01
16	RECORD	10/10/01
17	RECORD	10/10/01
18	RECORD	10/10/01
19	RECORD	10/10/01
20	RECORD	10/10/01
21	RECORD	10/10/01
24	RECORD	10/10/01
43	RECORD	10/10/01
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45	RECORD	10/10/01
46	RECORD	10/10/01



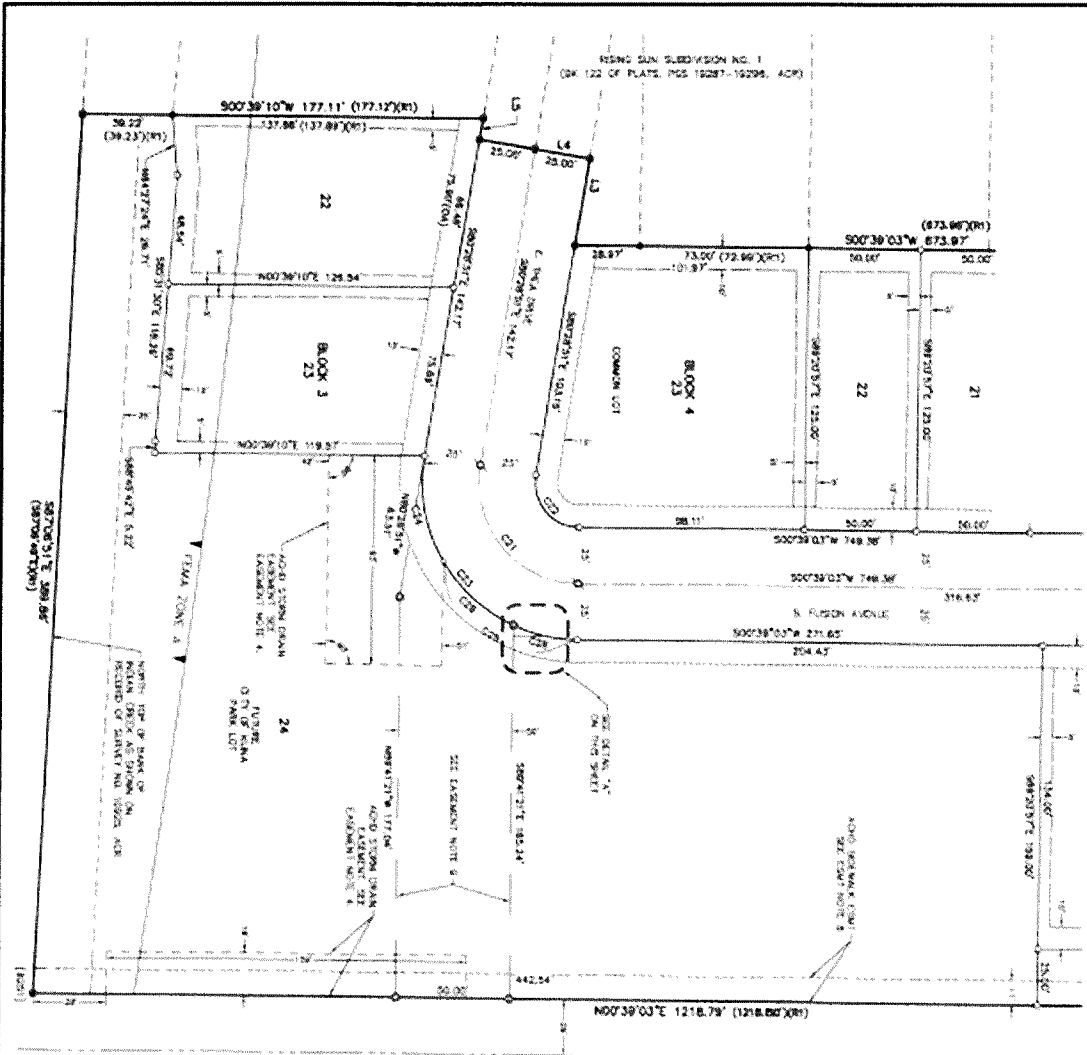
SEE SHEET 1 FOR LEGEND
SEE SHEET 6 FOR NOTES,
EASEMENT NOTES, REFERENCES,
AND SURVEYOR'S NARRATIVE



JUB ENGINEERS, INC.
17065
4150 COLLETT

**PLAT OF
RISING SUN SUBDIVISION NO. 2**

PLAT BOOK 124 PAGE 1499



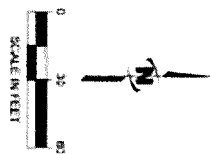
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22	1,231.00	0.028
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SHEET 2 SHEET 3

SHEET 4

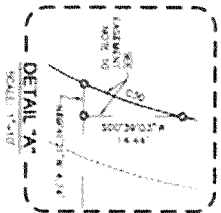
SHEET 5

KEY MAP
1" = 300'



SEE SHEET 1 FOR LEGEND.
SEE SHEET 6 FOR NOTES,
EASEMENT NOTES, REFERENCES,
AND SURVEYOR'S NARRATIVE.

NO.	MARK	DATA	TYPE	CLASSIFICATION	DATE
01	1/4"	1/4"	1/4"	1/4"	1/4"
02	1/4"	1/4"	1/4"	1/4"	1/4"
03	1/4"	1/4"	1/4"	1/4"	1/4"
04	1/4"	1/4"	1/4"	1/4"	1/4"
05	1/4"	1/4"	1/4"	1/4"	1/4"
06	1/4"	1/4"	1/4"	1/4"	1/4"
07	1/4"	1/4"	1/4"	1/4"	1/4"
08	1/4"	1/4"	1/4"	1/4"	1/4"
09	1/4"	1/4"	1/4"	1/4"	1/4"
10	1/4"	1/4"	1/4"	1/4"	1/4"



JUB ENGINEERS, INC.
17865
4/5/2021

APPROVAL OF CENTRAL DISTRICT HEALTH

PLANNING REVISIONS AND REVISIONS BY BOARD CODES THAT DO NOT AFFECT THE SUBDIVISION RECORDS OF THE DISTRICT HEALTH DEPARTMENT SHALL BE MADE ON THE COUNTY RECORDS OF THE DISTRICT HEALTH DEPARTMENT. SIGNATURE REVISIONS MAY BE RECORDED IN THE COUNTY RECORDS OF THE DISTRICT HEALTH DEPARTMENT BY THE CLERK OF THE DISTRICT OF HEALTH.

John D. ...
 CENTRAL DISTRICT HEALTH
 ADA COUNTY HEALTH DEPARTMENT
 DATE 12.15.2022

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 15 DAY OF June, 2022.

[Signature]
 COMMISSIONER PRESIDENT
 ADA COUNTY HIGHWAY DISTRICT
 Signed by Route 5 West
 District No. 10
 DATE 12.15.2022

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KAMA, ADA COUNTY, EMMA, ON THIS DAY

[Signature]
 CITY ENGINEER
 DATE 12.15.2022

APPROVAL OF CITY COUNCIL

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE CITY OF KAMA, ADA COUNTY, EMMA, ON THIS DAY

[Signature]
 CITY CLERK
 DATE 12.15.2022

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR FOR ADA COUNTY, EMMA, ON THIS DAY HAVE REVERENTLY EXAMINED THE PLAT AND FIND THAT IT CONFORMS WITH THE STATE OF OREGON CODE RELATING TO PLATS AND SURVEYS.

[Signature]
 ADA COUNTY SURVEYOR
 DATE 4-15-2022

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA STATE OF OREGON, HEREBY CERTIFY THAT I HAVE REVERENTLY EXAMINED THE PLAT AND FIND THAT IT CONFORMS WITH THE STATE OF OREGON CODE RELATING TO PLATS AND SURVEYS. THE CERTIFICATE IS VALID FOR THE NEXT SIXTY (60) DAYS ONLY.

[Signature]
 ADA COUNTY TREASURER
 Signed by *[Signature]*
 DATE 4-15-2022

COUNTY RECORDER'S CERTIFICATE

STATE OF OREGON }
 COUNTY OF ADA }
 I HEREBY CERTIFY THAT THE INSTRUMENT NO. 2022-032806

AT 10:30 MINUTES PAST 10 O'CLOCK P.M.
 THIS 15 DAY OF April, 2022 IN MY OFFICE, AND WAS RECORDED IN BOOK 125, OF PLATS AT PAGE 1458.
 REC. # 41
[Signature]
 COUNTY RECORDER



JUB ENGINEERS, INC.
 2780 WEST TULLOCH LANE, SUITE 200, EMMA, OREGON 97021
 503.535.1234 • www.jubeng.com
 SHEET 8 OF 8