



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Hunter Foothills, LLC
Attn.: Landon Northey
729 S. Bridgeway Place
Eagle, Idaho 83616

(Space Above For Recorder's Use)

**FIRST SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HARRIS NORTH**

(HARRIS RANCH NORTH SUBDIVISIONS NO. 1 AND NO. 2)

THIS FIRST HARRIS NORTH SUPPLEMENTAL DECLARATION is made effective on the 5 day of July, 2018, by **Harris Ranch North Homeowners Association, Inc.**, an Idaho non-profit corporation (the "Association"), and **Hunter Foothills, LLC**, an Idaho limited liability company (the "Harris North Declarant").

- A. The Declaration of Covenants, Conditions, Restrictions and Easements for Harris North (Harris Ranch North Subdivisions No. 1 and No. 2) was recorded on July 11, 2017, as Instrument No. 2017-062655, Records of Ada County, State of Idaho (the "Declaration");
- B. The Harris North Declarant is the Class B Member and holds the Class B voting rights and is authorized to amend the Declaration pursuant to Article VII, Section 7.6 of the Declaration, and the Harris North Declarant desires to amend and supplement the Declaration as set forth in this First Supplemental Declaration;
- C. Pursuant to Article VII, Section 7.6, the Harris North Declarant has obtained the express written consent of the City of Boise as recognized herein;
- D. The Declaration and this First Supplemental Declaration shall be jointly and collectively hereinafter referred to as the "Declaration";

FIRST SUPPLEMENTAL DECLARATION:

NOW, THEREFORE, under and pursuant to Article VII, Section 7.6 of the Declaration, the Declarant does hereby amend, restate and supplement the Declaration as follows:

1. Notwithstanding anything in the Declaration to the contrary, Lot 35 Block 1 Harris Ranch North Subdivision No. 1 (5501 Hoot Owl Dr.) shall be dedicated as a Common Lot and utilized by the Association for construction and use as a pool ("Association Pool"), and pursuant to Section 2.39, the Association Pool is specifically approved by Declarant.

2. Section 1.3.1 is hereby added and supplemented to the Declaration:

1.3.1 "Association Pool" shall mean the pool constructed by or for the Association and use and enjoyment of the Owners in Lot 35 Block 1. The Association shall have sole authority and responsibility for management, maintenance, repair, setting hours and dates of operation, and establishing use rules. Any costs of the Association Pool may be included as operating costs of the Association.

3. Section 1.7 is hereby amended and restated as follows:

1.7 "Building Lot" shall mean and refer to any plot of land showing upon any recorded Plat of the Property, except Lots 1, 25, ~~and 34,~~ and 35 Block 1; and Lot 1, Block 2 Harris Ranch North Subdivision No. 1, which are Common Area Lots.

4. Section 1.9 is hereby amended and restated as follows:

1.9 "Common Area" shall mean all real property (including all the Improvements thereto) owned by the Association for the common use and enjoyment of the Owners shown on the Plat. The Common Area Lots in Harris Ranch North Subdivisions No. 1 to be owned by the Association at the time of conveyance of the first Lot is described as follows: Lots 1, 25, ~~and 34,~~ and 35 Block 1; and Lot 1, Block 2 Harris Ranch North Subdivision No. 1. The Common Area Lots are reserved for landscaping, irrigation, storm water management, emergency access, Association recreation facilities, and such other purposes that may benefit the Association, Owners, and Property in the discretion of Harris North Declarant or Board. These Lots are to be owned and maintained by the Harris Ranch North Homeowners Association, or its assigns, subject to Article VI.

5. Section 1.16 is hereby amended and restated as follows:

1.16 "Improvement" shall mean any residential Unit, structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property or Lots; including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, lawns, signs, lights, mailboxes, mailbox kiosks, electrical lines, storm water drain systems, pressurized irrigation systems, pipes, pumps, ditches, waterways, swimming pools (below grade swimming pools shall not be permitted except for the Association Pool or as expressly permitted pursuant to Section 2.39) and other recreational facilities and fixtures of any kind whatsoever.

GENERAL PROVISIONS

Declaration Controlling. Except as amended by this First Supplemental Declaration, the Declaration shall remain unchanged and in full force and effect and terms and phrases shall have the definitions of the Declaration.

Recitals. All of the recitals referenced herein in this First Supplemental Declaration are fully incorporated by this reference as if set forth in full, and are deemed included.

DECLARANT:

Hunter Foothills, LLC, an Idaho
limited liability company

By: _____

James H. Hunter

Its: _____

Manager

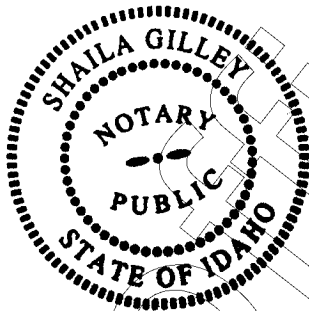
STATE OF IDAHO)

) ss.

County of Ada)

On this 3 day of July, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared James H. Hunter, known or identified to me to be the Manager of **Hunter Foothills, LLC**, an Idaho limited liability company, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such 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.



Notary Public for Idaho

Residing at Nampa, Idaho

My Commission Expires: 3.2.24