

**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)

**SECOND SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HARRIS NORTH
AND NOTICE OF ANNEXATION**

(HARRIS RANCH NORTH SUBDIVISIONS NO. 3)

THIS SECOND HARRIS NORTH SUPPLEMENTAL DECLARATION AND NOTICE OF ANNEXATION ("Second Supplemental Declaration") is made effective on the 10th day of June, 2019, by **Harris Ranch North Homeowners Association, Inc.**, an Idaho non-profit corporation (the "Association"), **Hunter Foothills, LLC**, an Idaho limited liability company (the "Harris North Declarant"), and **HRN Investments 1, LLC**, an Idaho limited liability company (the "Harris Ranch North Subdivision No. 3 Owner").

- 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"); the First Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Harris North was recorded on July 5, 2018, as Instrument No. 2018-062523, Records of Ada County, State of Idaho (the "First 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 Second 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, the First Supplemental Declaration, and this Second Supplemental Declaration shall be jointly and collectively hereinafter referred to as the "Declaration";
- E. HRN Investments 1, LLC is an affiliated development entity of the Harris North

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Declarant and is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Annexable Property" or "Annexed Property", more particularly described as follows and incorporating the legal description by reference to the following:

HARRIS RANCH NORTH SUBDIVISION NO. 3, according to the official plat thereof, recorded April 8th, 2019, in Book 116 of Plats at Pages 17437 through 17442 as Instrument No. 2019-027828, records of Ada County, State of Idaho

("Harris Ranch North Subdivision No. 3");

- F. The Harris North Declarant, Harris Ranch North Subdivision No. 3 Owner, and the Association desire to subject the Annexable Property to the covenants, conditions, restrictions and provisions of the Declaration and to annex the Annexable Property under the Declaration; and
- G. The Harris Ranch North Declarant is authorized to subject the Annexable Property to the covenants, conditions, restrictions and provisions of the Declaration and to annex the Annexable Property under the Declaration pursuant to Article VIII, Section 8.1 of the Declaration upon the consent of the Harris Ranch Declarant and the Harris Ranch North Subdivision No. 3 Owner, and the filing of this Second Supplemental Declaration in the real property records for Ada County

NOTICE OF ANNEXATION:

NOW, THEREFORE, under and pursuant to Article VIII, Section 8.1 and 8.2 of the Declaration, the Annexable Property is hereby annexed as follows:

1. The Association, the Harris Ranch North Subdivision No. 3 Owner, and the Harris North Declarant hereby declare that the Annexable Property and each Lot, parcel or portion thereof, is and/or shall be annexed into the Association. The Annexable Property (hereinafter "Annexed Property") is hereby included in the definition of "Properties" or "Property" in the Declaration.

2. The Association, the Harris Ranch North Subdivision No. 3 Owner, and the Harris North Declarant hereby declare that the Annexed Property and each Lot, parcel or portion thereof, is and/or shall be annexed, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the terms, covenants, conditions, reservations, easements and restrictions set forth in the Declaration (including the Master Declaration and the Harris Ranch Specific Plan and Specific Plan Code as defined and referenced in the Declaration), 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 Annexed Property, and to enhance the value, desirability and attractiveness of the Annexed Property.

3. The terms, covenants, conditions, reservations, easements and restrictions set forth in the Declaration shall run with the land constituting the Annexed Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the

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Annexed Property or any Lot, parcel or portion thereof; shall inure to the benefit of every Lot, parcel or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon the Association, the Harris Ranch North Subdivision No. 3 Owner, and the Harris North Declarant, their successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by the Association, the Declarant, by any Owner or his successors in interest.

4. Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Harris Ranch North Subdivision No. 3 Owner's right to complete development of the Annexed Property and to construct improvements thereon, nor Harris Ranch North Subdivision No. 3 Owner's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Annexed Property, nor Harris Ranch North Subdivision No. 3 Owner's right to post signs incidental to construction, sales or leasing.

SECOND 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. Section 2.35.2 is hereby amended and restated as follows:

2.35.2 Community Infrastructure District. The Property is, in part, included within the boundaries of a community infrastructure district known as the Harris Ranch Community Infrastructure District No. 1 (the "CID") formed pursuant to Idaho Code Title 50, Chapter 31 by Resolution No. 20895 adopted by the Mayor and City Council of the City of Boise on May 11, 2010. The CID authorizes a tax levy on all real property within the CID for the payment of debt service on general obligation bonds and also authorizes special assessments on all real property within the CID for the payment of debt service on special assessment bonds.

2.35.2.1 The following Lots are located within the CID: Lots 1-33 and 35-69, Block 1; and Lots 1-5 Block 2 Harris Ranch North Subdivision No. 1, and Lots 99-101 Block 1 Harris Ranch North Subdivision No. 2; and Lots 16-36, Block 2 Harris Ranch North Subdivision No. 3.

2.35.2.2 The following Lots are located outside the CID: Lots 75-97 Block 1; and Lot 8 Block 2 Harris Ranch North Subdivision No. 2; and Lots 9-14, Block 2 Harris Ranch North Subdivision No. 3.

2.35.2.3 The following Lots are located in part in the CID: Lots 70-74 Block 1; Lot 6 Block 2 Harris Ranch North Subdivision No. 1; Lot 98 Block 1; Lot 7 Block 2 Harris Ranch North Subdivision No. 2; and Lot 15, Block 2 Harris Ranch North Subdivision No. 3.

2. Section 2.38 is hereby amended and restated as follows:

2.38 **Fire Wise Community and Defensible Space.** The Property is subject to participation in the Fire Wise Community Program. The purpose of the program is to educate owners of the risk of wildfire and steps that can be taken to maintain defensible space in the event of a wildfire. Each Owner is required to annually invest one volunteer hour per Lot or be assessed the equivalent rate based on an independent national hourly volunteer rate for the respective year identified in the discretion of the Association (for 2017 the hourly rate is \$24.14 by Independent Sector) per Lot per year and will be paid to the Association to be used by the Association in furtherance of the Fire Wise Community Program or until the Barber Valley Neighborhood Association or designated entity can accept such assessment in furtherance of the Fire Wise Community Program. Owners shall maintain defensible space on their Lot consistent with the Harris Ranch North Wildland-Urban Interface Fire Safety Plan dated March 2015 and as subsequently amended. In the event a Lot is not in compliance with such Fire Safety Plan, the Association may, consistent with this Declaration, take such action as necessary to bring the Lot into compliance with the Fire Safety Plan and assess the Owner such cost of compliance. EACH OWNER RECOGNIZES AND ACKNOWLEDGES THAT THE RISK OF WILDFIRE TO THE PROPERTY CANNOT BE COMPLETELY MITIGATED AND IN PURCHASING THE LOT ASSUMES SUCH RISK AND HOLDS HARRIS NORTH DECLARANT AND ADJACENT PROPERTY OWNERS HARMLESS OF SUCH RISK.

3. Section 4.2.5.5 is hereby amended and restated as follows:

4.2.5.5 **Fire Wise Community Fee Assessments.** Each Owner is required to annually invest one volunteer hour per Lot or will be assessed the equivalent rate based on an independent national hourly volunteer rate for the respective year identified in the discretion of the Association (for 2017 the hourly rate is \$24.14 by Independent Sector) per Lot per year and will be paid to the Association or a subsequently designated entity or organization such as the Barber Valley Neighborhood Association. Such entity will accept such assessment in furtherance of the Fire Wise Community Program, consistent with the Harris Ranch North Wildland-Urban Interface Fire Safety Plan dated March 2015 and as subsequently amended.

GENERAL PROVISIONS

Declaration Controlling. Except as amended by this Second 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 Second Supplemental Declaration are fully incorporated by this reference as if set forth in full, and are deemed included.

Binding on Successors. The Declaration, including this Second Supplemental Declaration, shall be binding upon and inure to the benefit of the Harris North Declarant, the Association, and any Owner, as defined in the Declaration, their successors and assigns.

IN WITNESS WHEREOF, the Association, the Harris North Declarant, and the Harris Ranch North Subdivision No. 3 Owner have executed and acknowledged this Supplemental Declaration effective as of the day and year first written above.

Association:

Harris Ranch North Homeowners Association, Inc., an Idaho corporation

By: _____

Name: _____

Its: President

By: _____

Name: _____

Its: Secretary

STATE OF IDAHO)

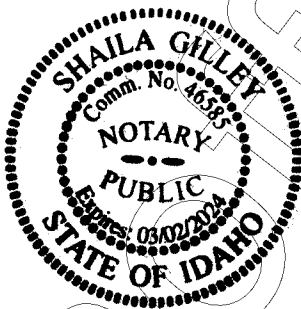
) ss.

County of Ada)

This record was acknowledged before me on June 7, 2019 by James Hunter, as President and by Justin Milander as Secretary of **Harris Ranch North Homeowners Association, Inc.**, an Idaho corporation.

Notary Public for Idaho

My Commission Expires: 3.2.24



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