

ACCOMMODATION

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=6 MATT BUNK
PIONEER TITLE COMPANY OF ADA COUNTY

2024-022534
04/30/2024 12:15 PM
\$25.00

RECORDED AT THE REQUEST OF:
TOLL SOUTHWEST LLC
AFTER RECORDING, RETURN TO:
TOLL SOUTHWEST LLC
c/o Bill Stanton
Vice President
COLEMAN HOMES, A TOLL BROTHERS COMPANY
3103 W Sheryl Drive, Suite 100
Meridian, ID 83642

THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEIRLOOM RIDGE SUBDIVISION

THIS THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEIRLOOM RIDGE SUBDIVISION (this "Supplement") is made as of April 19, 2024, by TOLL SOUTHWEST LLC, a Delaware limited liability company ("Toll"), whose complete mailing address is 3103 West Sheryl Drive, Suite 100, Meridian, Idaho 83642.

1. PRELIMINARY

1.1 Definitions. Capitalized terms used but not defined in this Supplement have the meanings ascribed to them in the Declaration (defined below). The following capitalized terms used in this Supplement have the following meanings:

- (a) "ACHD" means the Ada County Highway District.
- (b) "Annexed Common Lots" means a portion of the Annexed Land consisting of Lot 14 of Block 5; Lot 23 of Block 13; Lot 1 of Block 17; Lot 1 of Block 18; and Lots 1, 21 and 26 of Block 19; all as platted by the Phase 5 Plat.
- (c) "Annexed Land" means all lots or portions of lots platted by the Phase 5 Plat.

(d) "Declaration" means that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEIRLOOM RIDGE SUBDIVISION dated as of December 7, 2021, and recorded December 15, 2021, as Instrument No. 2021-176543 in the office of the Recorder of Ada County, Idaho; as supplemented by that certain FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEIRLOOM RIDGE SUBDIVISION dated as of May 20, 2022, and recorded May 23, 2022, as Instrument No. 2022-049395 in the office of the Recorder of Ada County, Idaho; as supplemented by that certain SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEIRLOOM RIDGE SUBDIVISION dated as of June 22, 2022, and recorded June 24, 2022, as Instrument No. 2022-058558 in the office of the Recorder of Ada County, Idaho; as the same may be amended and supplemented from time to time.

(e) "Phase 5 Plat" means that certain plat of Rosti Farms Subdivision No. 5 as recorded March 19, 2024, in Book 128 of Plats, Page 20682 *et seq.*, as Inst. No. 2024-014036 in the office of the Recorder of Ada County, Idaho.

1.2 Parties. Toll is the owner of the fee simple interest in the Annexed Land. Toll is also the Grantor under the Declaration.

1.3 Purpose. The purpose of this Supplement is to annex to the Property all of the Annexed Land, to designate additional Common Areas, and to otherwise subject the Annexed Land to the Declaration as set forth below.

2. SPECIFIC PROVISIONS

2.1 Annexation. Pursuant to Section 10.11 of the Declaration, the Annexed Land is hereby declared to be an additional part of the "Property" as defined in the Declaration. The Annexed Land is hereby subjected to the Declaration, except as the Declaration may be modified by this Supplement with respect to the Annexed Land. Toll assumes no obligation to annex additional lands to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts. Toll reserves the right to decline to further

exercise the rights granted in Section 10.11 of the Declaration or to further exercise those rights only to a limited extent.

2.2 Additional Common Area. The Annexed Common Lots are hereby declared to be additional "Common Area" as defined in the Declaration.

2.3 Drainage. Portions of Lot 14 of Block 5 and Lot 26 of Block 19 as shown on the Phase 5 Plat are hereby made servient to the ACHD storm water drainage system pursuant to that certain First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256 in the office of the Recorder of Ada County, Idaho, which instrument is incorporated herein by this reference as if set forth in full. This easement and the storm water drainage system located in this easement are dedicated to ACHD pursuant to Idaho Code Section 40-2302. This easement is for the operation and maintenance of the storm water drainage system. The Association shall maintain the easement area in accordance with that certain Stormwater Operation & Maintenance Plan for Rosti Farms Subdivision Phase 5 prepared by Justin E. Bozovich at ESE Consultants, Inc. for Project No. 04705 and dated March 2023. ACHD has the right to inspect the facilities in the easement area and, if necessary, perform any required maintenance or repairs. ACHD has the right to assess the Association for the costs of any required maintenance or repairs where the Association has failed to adequately maintain the easement area, including the use of liens and/or assessments of maintenance costs against the Lots. Any changes or modifications of the facilities in the easement areas above and beyond the improvements shown on the ACHD approved storm drainage plans, as set forth in the above-referenced manual, shall require the prior approval of ACHD.

3. GENERAL PROVISIONS

3.1 Covenants Run with the Land. The provisions of this Supplement will be a burden on the Property (including, without limitation, the Annexed Land) and each part thereof, will be appurtenant to and for the benefit of the Property (including, without limitation, the Annexed Land) and each part thereof, and will run with the land.

3.2 Successors and Assigns. The provisions of this Supplement will inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring the Property (including, without limitation, the Annexed Land), or any portion thereof, or any interest therein, whether by operation of law or otherwise.

3.3 Modification and Termination. No modification or termination of this Supplement, in whole or in part, will be effective unless it is pursuant to the procedures for modifying or terminating the Declaration as set forth therein.

3.4 Severability. If any term or provision of this Supplement or the application of it to any person or circumstance is to any extent invalid or unenforceable, the remainder of this Supplement or the application of that term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Supplement will be valid and enforced to the extent permitted by law.

3.5 No Third-Party Beneficiary Rights. This Supplement is not intended to create, nor will it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto, except as expressly set forth herein.

3.6 Captions and Headings. The captions and headings in this Supplement are for reference only and will not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

3.7 Entire Agreement. This Supplement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to

the subject matter hereof. The provisions of this Supplement will be construed as a whole and not strictly for or against any party.

3.8 Recordation. This Supplement will be recorded in the office of the recorder of the county in which the Property is located.

{signature pages follow}

EXECUTED as of the day and year first above written.

TOLL:

TOLL SOUTHWEST LLC, a Delaware
limited liability company

By: [Signature]
Ryan Hammons, Division President

State of IDAHO

County of Ada

This record was acknowledged before me on April 23rd, 2024 by Ryan Hammons, as
Division President of TOLL SOUTHWEST LLC.

[Signature]
Signature of notary public

(Stamp)

My commission expires: 7/7/2028

