

ACCOMMODATION RECORDING

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=5 VICTORIA BAILEY
TITLEONE BOISE

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Recording Requested By and
When Recorded Return to:

L. Edward Miller
GIVENS PURSLEY LLP
601 W. Bannock Street
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO DECLARATON OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE PARKWAY STATION COMMUNITY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE PARKWAY STATION COMMUNITY (“**Amendment**”) is made effective as of April 30, 2018 (“**Effective Date**”), by and among Parkway Station, LLC, an Idaho limited liability company whose address is P.O. Box 50111, Boise, Idaho 83705 (“**Grantor**”), and Parkway Station Community Association, Inc., an Idaho non-profit corporation, whose address is P.O. Box 50111, Boise, Idaho 83705 (“**Association**”). All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Declaration (as hereinafter defined).

RECITALS:

WHEREAS, Grantor is the “*Grantor*” as that term is defined in the Declaration of Covenants, Conditions, Restrictions and Easements for the Parkway Station Community, recorded April 11, 2018 as Instrument No. 2018-032230 in the records of Ada County, Idaho (the “**Declaration**”) and related to the following Property:

Lots 1 through 49 in Block 1 of the Twotown Parkway Subdivision, according to the official plat thereof, filed in Book 113 of Plats at Pages 16631-16635, official records of Ada County, Idaho.

WHEREAS, pursuant to Section 13.1 of the Declaration, Grantor may unilaterally amend the Declaration until the recordation of Grantor’s first deed to a Lot, which has not yet occurred;

WHEREAS, Grantor wishes to amend the Declaration; and

WHEREAS, the Association wishes to benefit from, and be bound by, certain provisions of this Amendment as specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Association covenant and agree as follows:

1. **Amendments to Declaration.** Grantor does hereby amend the Declaration as follows:

a. Amendment of Section 2.6.8.5. Section 2.6.8.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

“A policy of homeowners’ casualty insurance for all Townhouse and Single Family Lots, naming the Association and the Owners as additional insured(s), which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds to the Association, as trustee for the Owners and for any first mortgagee which from time to time has given notice to the Association of such first mortgage, in such amount as shall provide for full replacement value thereof (as of the date of initial sale by Grantor to the initial Owner), including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees and any other fees associated with the replacement of the improvements on such Lot(s), in the event of damage or destruction from the casualty against which such insurance is obtained (to the extent coverage of all such items is available on commercially reasonable terms). Such insurance shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days’ prior written notice is first given to each Owner and to each first mortgagee requesting such notice. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The premium for such policies shall be charged to Townhouse and Single Family Lot Owners as Regular Assessments. Each Owner shall be solely responsible for determining whether the homeowners’ casualty policy obtained by the Association on behalf of such Owner as provided herein is sufficient to meet such Owners’ property insurance coverage needs, and each Owner is solely responsible for obtaining any additional property insurance coverage it deems necessary or appropriate.

Notwithstanding the foregoing, each Townhouse and Single Family Lot Owner must obtain and maintain the following insurance at such Owner’s expense: (i) a policy of insurance providing coverage upon such Owner’s personal property located in or on such Owner’s Lot, (ii) a policy of liability insurance insuring such Owner against claims for bodily injury or death, property damage or destruction, and personal injury occurring in or arising out of the use or occupancy of its Lot, (iii) a policy of insurance insuring against casualty loss of any improvements made to such Owner’s Lot by Owner, any prior Owner or any Occupant, and (iv) a policy of insurance covering such other risks as such Owner may deem appropriate, provided that each such policy listed above shall provide that it does not diminish the insurance carrier’s coverage for liability arising under insurance policies which the Association obtains pursuant to this section and shall waive the insurance company’s right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them. Furthermore, each Owner, and not the Grantor or the Association, is responsible for determining whether their respective Lot is located within a floodplain (as determine, from time-to-time, by FEMA or other comparable state, local or federal organization) and for taking reasonable and appropriate action based

on such classification, including but not limited to purchasing flood insurance.

The proceeds of any insurance collected pursuant to Section 2.6.8.5 shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. All of the Lot Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the their Lot upon the Lot's damage or destruction. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Lot Owners, and no consent or other action by any such Owner shall be necessary in connection therewith."

2. **Miscellaneous.** The recitals set forth above are incorporated herein by this reference. Except as set forth in this Amendment, the terms and provisions of the Declaration are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Declaration regarding choice of law, attorneys' fees and successors and assigns. This Amendment shall become effective upon its execution, which may occur in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Captions and paragraph headings are used herein for convenience only, are not a part of this Amendment or the Declaration as amended by this Amendment and shall not be used in construing either document. On and after the date hereof, each reference in the Declaration to "this Declaration," "hereunder," "hereof," "herein," or words of like import, and each reference in the other documents and agreements relating to the Declaration, shall mean and be a reference to the Declaration as amended hereby.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Amendment as of the Effective Date.

GRANTOR:

PARKWAY STATION, LLC,
an Idaho limited liability company

By: Bill Truax
Its: Manager

STATE OF IDAHO)
 : ss.
County of Ada)

On this 23rd day of April, 2018, before me, a Notary Public in and for the State of Idaho, personally appeared Bill Truax, known or identified to me to be the manager of the limited liability company of Parkway Station, LLC and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

Sharon Neupert
Notary Public for Idaho
Residing at: BOISE ID
My commission expires: Feb 22, 2019



[Signatures continue on next page.]

Acknowledged and Agreed:

ASSOCIATION:

PARKWAY STATION COMMUNITY
ASSOCIATION, INC., an Idaho non-profit
corporation

By: Bill Truax
Its: President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 22rd day of April, 2018, before me, a Notary Public in and for the State of Idaho, personally appeared Bill Truax, known or identified to me to be the President of Parkway Station Community Association, Inc., an Idaho non-profit corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

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



Sharon Neupert
Notary Public for Idaho
Residing at: BOISE ID
My commission expires: Feb 22, 2019