

ACCOMMODATION RECORDING

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CHRIS YAMAMOTO
CANYON COUNTY RECORDER
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**SECOND SUPPLEMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KLAMATH FALLS SUBDIVISION**

**ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.**

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**SECOND SUPPLEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KLAMATH FALLS SUBDIVISION**

This Second Supplement To The Declaration Of Covenants, Conditions And Restrictions For Klamath Falls Subdivision (this "Second Supplement") is made this 13th day of December, 2023, by Challenger Development Inc., an Idaho corporation ("Declarant").

ARTICLE I: SUPPLEMENT/PURPOSES

Section 1. Supplement to Declaration. This Second Supplement is a supplement to 1) that certain Declaration of Covenants, Conditions and Restrictions for Klamath Falls Subdivision, recorded on June 22, 2021, as Canyon County, Idaho Instrument Number 2021-044432 ("Master Declaration"), and 2) that certain First Supplement to the Declaration of Covenants, Conditions and Restrictions for Klamath Falls Subdivision, recorded on June 3, 2022, as Canyon County, Idaho Instrument Number 2022-028927 ("First Supplement"). This Second Supplement supplements the Master Declaration and First Supplement with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof ("Second Supplement Property"). The Second Supplement Property is shown on the Klamath Falls Subdivision No. 3 final plat, a copy of which is attached hereto as Exhibit B, which is made a part hereof ("Second Supplement Plat"). The covenants, conditions and restrictions contained in this Second Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration and First Supplement, except insofar as the covenants, conditions and restrictions of the Master Declaration and First Supplement are hereinafter expressly modified hereby.

Section 2. Purposes. The purposes of this Second Supplement are to subject the Second Supplement Property to all the terms and Restrictions contained in the Master Declaration, First Supplement and this Second Supplement, to designate the Second Supplement Property, to designate additional Common Lots and to set forth other terms and Restrictions, if any, which are unique to the Second Supplement Property.

ARTICLE II: DECLARATION

Pursuant to Article I, Section 1 and Article XI, Section 4 of the Master Declaration, Declarant hereby declares that the Second Supplement Property, including any parcel or portion thereof, is hereby annexed into, and made a part of, the Property, as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all the terms and Restrictions of the Master Declaration, First Supplement and this Second Supplement. In addition, each Owner of any Lot within the Second Supplement Property shall be a Member in the Association, and shall pay all Assessments levied thereby.

ARTICLE III: DEFINITIONS

Section 1. "Common Lots" shall mean all real property within the Second Supplement Property (including the Improvements thereto) owned by the Association. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.

Section 2. All Other Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Common Lots. The Common Lots shall be owned and maintained by the Association and all terms and Restrictions contained in the Master Declaration shall be applicable to the Common Lots.

Section 2. Front Yard Landscaping. Notwithstanding Article IV, Section 17 of the Master Declaration, Declarant shall have no obligation to provide sod, hydro seed or any other grass material in the front yards of any Lots within the Second Supplement Property.

Section 3. Watering Schedules/Over Watering. **By accepting a deed to any portion of the Second Supplement Property: 1) each Owner and the Association agree to abide by any irrigation watering schedule enacted by the District or Association, and 2) neither Declarant nor the Association shall be responsible, in any fashion, for the over watering of any landscaping (including lawns) by the Owner of any Lot.**

Section 4. Additional Parking Restriction. In addition to any other parking restrictions contained in the Master Declaration, all Owners within the Second Supplement Property, as well as their family members, invitees and licensees, are prohibited from parking vehicles in the front yards of Lots; provided however, that this restriction shall not prohibit Owners, or their family members, invitees or licensees, from temporarily parking operative motor vehicles on the driveway aprons of Lots.

Section 5. Exterior Lighting. Notwithstanding Article IV, Section 23 of the Master Declaration, exterior lights (other than exterior lighting provided by Declarant or any of its affiliates) are prohibited from remaining on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

ARTICLE V: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any terms or Restrictions now or hereafter imposed by the provisions of this Second Supplement. Failure by the Association, Declarant or any Owner to immediately enforce any such term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other term or Restrictions which shall remain in full force and effect.

Section 3. Term and Amendment. The terms and Restrictions of this Second Supplement shall run with and bind the land concurrently with the term of the Master Declaration. This Second Supplement may be amended pursuant to the amendment process(es) contained in the Master Declaration.

Section 4. Duration and Applicability to Successors. The terms and Restrictions contained within this Second Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, as well as all their successors in interest.

Section 5. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Second

Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Section 6. Governing Law. This Second Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has duly executed this Second Supplement as of the date first above written.

Declarant:

Challenger Development Inc.,
an Idaho corporation

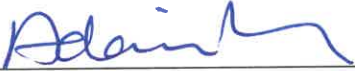
By:



Corey D. Barton, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on December 13, 2023, by Corey D. Barton as the President of Challenger Development Inc.



Signature of Notary Public

My commission expires: 6-05-2028

ADAIR KOLTES
Notary Public - State of Idaho
Commission Number 30052
My Commission Expires 06-05-2028

EXHIBIT A
LEGAL DESCRIPTION OF THE SECOND SUPPLEMENT PROPERTY

Lots 4 through 20, Block 1; Lots 6 through 14, Block 8; Lots 8 through 13, Block 9; Lots 5 through 19, Block 10; Lots 2 through 11, Block 11; Lots 1 through 11, Block 12; and Lot 1, Block 13, Klamath Falls Subdivision No. 3, according to the official plat thereof, filed in Book 56 of Plats at Page 25, Records of Canyon County, Idaho.

EXHIBIT B
KLAMATH FALLS SUBDIVISION NO. 3 FINAL PLAT

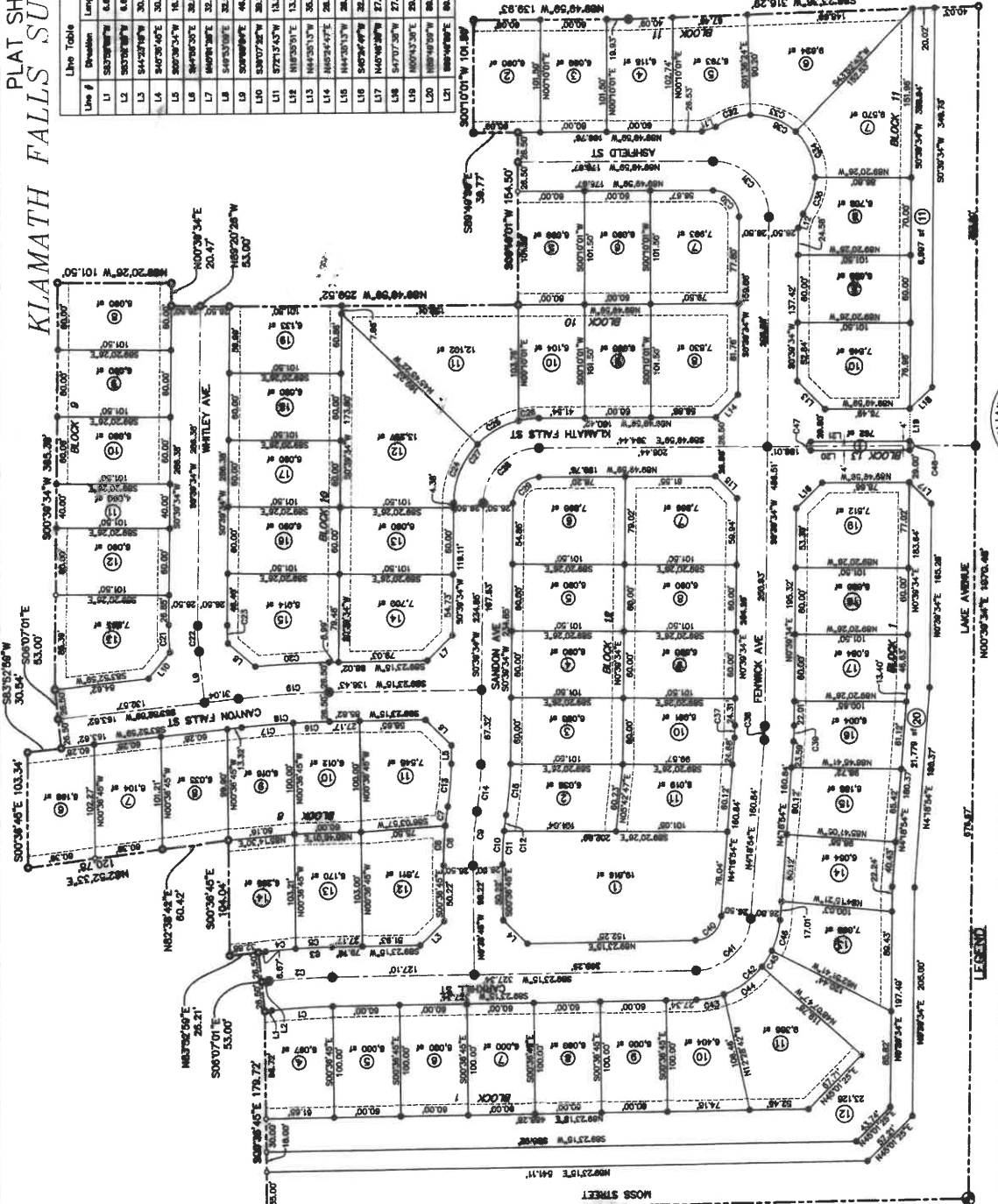
See attached.

KLAMATH FALLS SUBDIVISION NO. 3

PLAT SHOWING
KLAMATH FALLS SUBDIVISION NO. 3

Curve #	Radius	Length	Chord	Bearing	Delta
C1	85.00	55.10	88.08	S89°10'17" W	57°01'17"
C2	86.00	57.84	87.86	N89°30'07" E	57°01'17"
C3	88.00	60.19	90.17	N89°30'07" E	57°01'17"
C4	92.00	67.05	97.24	N89°30'07" E	57°01'17"
C5	98.00	72.55	103.84	N89°30'07" E	57°01'17"
C6	105.00	78.19	111.17	N89°30'07" E	57°01'17"
C7	112.00	83.99	118.27	N89°30'07" E	57°01'17"
C8	120.00	89.94	126.14	N89°30'07" E	57°01'17"
C9	128.00	96.04	134.78	N89°30'07" E	57°01'17"
C10	136.00	102.29	144.20	N89°30'07" E	57°01'17"
C11	144.00	108.69	154.40	N89°30'07" E	57°01'17"
C12	152.00	115.24	165.38	N89°30'07" E	57°01'17"
C13	160.00	121.94	177.14	N89°30'07" E	57°01'17"
C14	168.00	128.78	189.68	N89°30'07" E	57°01'17"
C15	176.00	135.76	203.00	N89°30'07" E	57°01'17"
C16	184.00	142.88	217.10	N89°30'07" E	57°01'17"
C17	192.00	150.14	231.98	N89°30'07" E	57°01'17"
C18	200.00	157.54	247.64	N89°30'07" E	57°01'17"
C19	208.00	165.08	264.08	N89°30'07" E	57°01'17"
C20	216.00	172.76	281.30	N89°30'07" E	57°01'17"
C21	224.00	180.58	299.30	N89°30'07" E	57°01'17"
C22	232.00	188.54	318.00	N89°30'07" E	57°01'17"
C23	240.00	196.64	337.40	N89°30'07" E	57°01'17"
C24	248.00	204.88	357.50	N89°30'07" E	57°01'17"
C25	256.00	213.26	378.30	N89°30'07" E	57°01'17"
C26	264.00	221.78	399.80	N89°30'07" E	57°01'17"
C27	272.00	230.44	422.00	N89°30'07" E	57°01'17"
C28	280.00	239.24	444.90	N89°30'07" E	57°01'17"
C29	288.00	248.18	468.50	N89°30'07" E	57°01'17"
C30	296.00	257.26	492.80	N89°30'07" E	57°01'17"
C31	304.00	266.48	517.80	N89°30'07" E	57°01'17"
C32	312.00	275.84	543.50	N89°30'07" E	57°01'17"
C33	320.00	285.34	569.90	N89°30'07" E	57°01'17"
C34	328.00	295.00	597.00	N89°30'07" E	57°01'17"
C35	336.00	304.80	624.80	N89°30'07" E	57°01'17"
C36	344.00	314.74	653.30	N89°30'07" E	57°01'17"
C37	352.00	324.82	682.50	N89°30'07" E	57°01'17"
C38	360.00	335.04	712.40	N89°30'07" E	57°01'17"
C39	368.00	345.40	743.00	N89°30'07" E	57°01'17"
C40	376.00	355.90	774.30	N89°30'07" E	57°01'17"
C41	384.00	366.54	806.30	N89°30'07" E	57°01'17"
C42	392.00	377.32	839.00	N89°30'07" E	57°01'17"
C43	400.00	388.24	872.40	N89°30'07" E	57°01'17"
C44	408.00	399.30	906.50	N89°30'07" E	57°01'17"
C45	416.00	410.50	941.30	N89°30'07" E	57°01'17"
C46	424.00	421.84	976.80	N89°30'07" E	57°01'17"
C47	432.00	433.32	1013.00	N89°30'07" E	57°01'17"
C48	440.00	444.94	1050.00	N89°30'07" E	57°01'17"
C49	448.00	456.70	1087.80	N89°30'07" E	57°01'17"
C50	456.00	468.60	1126.40	N89°30'07" E	57°01'17"
C51	464.00	480.64	1165.80	N89°30'07" E	57°01'17"
C52	472.00	492.82	1206.00	N89°30'07" E	57°01'17"
C53	480.00	505.14	1247.00	N89°30'07" E	57°01'17"
C54	488.00	517.60	1288.80	N89°30'07" E	57°01'17"
C55	496.00	530.20	1331.40	N89°30'07" E	57°01'17"
C56	504.00	542.94	1374.80	N89°30'07" E	57°01'17"
C57	512.00	555.82	1419.00	N89°30'07" E	57°01'17"
C58	520.00	568.84	1464.00	N89°30'07" E	57°01'17"
C59	528.00	582.00	1509.80	N89°30'07" E	57°01'17"
C60	536.00	595.30	1556.40	N89°30'07" E	57°01'17"
C61	544.00	608.74	1603.80	N89°30'07" E	57°01'17"
C62	552.00	622.32	1652.00	N89°30'07" E	57°01'17"
C63	560.00	636.04	1701.00	N89°30'07" E	57°01'17"
C64	568.00	649.90	1750.80	N89°30'07" E	57°01'17"
C65	576.00	663.90	1801.40	N89°30'07" E	57°01'17"
C66	584.00	678.04	1852.80	N89°30'07" E	57°01'17"
C67	592.00	692.32	1905.00	N89°30'07" E	57°01'17"
C68	600.00	706.74	1958.00	N89°30'07" E	57°01'17"
C69	608.00	721.30	2011.80	N89°30'07" E	57°01'17"
C70	616.00	735.99	2066.40	N89°30'07" E	57°01'17"
C71	624.00	750.82	2121.80	N89°30'07" E	57°01'17"
C72	632.00	765.79	2178.00	N89°30'07" E	57°01'17"
C73	640.00	780.90	2235.00	N89°30'07" E	57°01'17"
C74	648.00	796.14	2292.80	N89°30'07" E	57°01'17"
C75	656.00	811.52	2351.40	N89°30'07" E	57°01'17"
C76	664.00	827.04	2410.80	N89°30'07" E	57°01'17"
C77	672.00	842.70	2471.00	N89°30'07" E	57°01'17"
C78	680.00	858.50	2532.00	N89°30'07" E	57°01'17"
C79	688.00	874.44	2593.80	N89°30'07" E	57°01'17"
C80	696.00	890.52	2656.40	N89°30'07" E	57°01'17"
C81	704.00	906.74	2719.80	N89°30'07" E	57°01'17"
C82	712.00	923.10	2784.00	N89°30'07" E	57°01'17"
C83	720.00	939.60	2849.00	N89°30'07" E	57°01'17"
C84	728.00	956.24	2914.80	N89°30'07" E	57°01'17"
C85	736.00	973.02	2981.40	N89°30'07" E	57°01'17"
C86	744.00	989.94	3048.80	N89°30'07" E	57°01'17"
C87	752.00	1007.00	3117.00	N89°30'07" E	57°01'17"
C88	760.00	1024.20	3186.00	N89°30'07" E	57°01'17"
C89	768.00	1041.54	3255.80	N89°30'07" E	57°01'17"
C90	776.00	1059.02	3326.40	N89°30'07" E	57°01'17"
C91	784.00	1076.64	3397.80	N89°30'07" E	57°01'17"
C92	792.00	1094.40	3470.00	N89°30'07" E	57°01'17"
C93	800.00	1112.30	3543.00	N89°30'07" E	57°01'17"
C94	808.00	1130.34	3616.80	N89°30'07" E	57°01'17"
C95	816.00	1148.52	3691.40	N89°30'07" E	57°01'17"
C96	824.00	1166.84	3766.80	N89°30'07" E	57°01'17"
C97	832.00	1185.30	3843.00	N89°30'07" E	57°01'17"
C98	840.00	1203.90	3919.80	N89°30'07" E	57°01'17"
C99	848.00	1222.64	3997.20	N89°30'07" E	57°01'17"
C100	856.00	1241.52	4075.20	N89°30'07" E	57°01'17"

Line #	Bearing	Length
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L100	S89°30'07" E	30.41

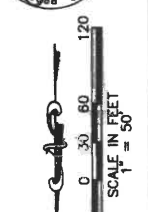


SHEET 2 OF 4

Bailey Engineering, Inc.
CML ENGINEERING/PLANNING/CADD
1110 E. STATE STREET, SUITE 210
DALE, ID 83415
TEL. 208-348-0113
WWW.BAILEYENGINEERING.COM

BOOK 54 PAGE 25

REFER TO SHEET 1 OF 5 FOR NOTES.
REFER TO SHEET 3 OF 5 FOR LINE AND CURVE TABLES.



- LEGEND**
- SUBDIVISION BOUNDARY
 - SECTION LINE
 - EXHIBIT LINE (SEE NOTE 1)
 - CURVED EXHIBIT LINE (AS NOTED)
 - STREET CENTERLINE
 - LOT LINE
 - LOT NUMBER
 - WITNESS CORNER
 - W.C.

• FOUND 1/2" IRON PIN WITH PLASTIC CAP, PLS 11118 UNLESS OTHERWISE NOTED

• SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118

• FOUND ALUMINUM CAP

• FOUND 3/4" IRON PIN, PLS 11118 UNLESS OTHERWISE NOTED

• SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118

KLAMATH FALLS SUBDIVISION NO. 3

CERTIFICATE OF OWNERS

Know all men by these presents: That Challenger Development, Inc., an Idaho Corporation, is the owner of the property described as follows:

A parcel located in the NW 1/4 of the SW 1/4 of Section 12, Township 3 North, Range 3 West, Boise Meridian, Caldwell, Canyon County, Idaho, and more particularly described as follows:

Beginning at an Aluminum Cap monument marking the northwest corner of said NW 1/4 of the SW 1/4, from which a Brass Cap monument marking the southwest corner of the SW 1/4 of said Section 12 bears S 0°39'34" W a distance of 2848.46 feet;

Thence N 89°23'15" E along the northerly boundary of said NW 1/4 of the SW 1/4 a distance of 831.86 feet to a point marking the northeasterly corner of Klamath Falls Subdivision No. 1, as shown in Book 52 of Plats on Page 24, records of Canyon County, Idaho;

Thence along the westerly boundary of said subdivision the following courses and distances:

- Thence S 0°36'49" E a distance of 179.72 feet to a point;
- Thence N 6°07'01" E a distance of 53.00 feet to a point;
- Thence N 85°52'39" E a distance of 26.21 feet to a point;
- Thence S 0°39'45" E a distance of 194.04 feet to a point;
- Thence N 82°39'42" E a distance of 89.42 feet to a point;
- Thence N 82°52'33" E a distance of 120.78 feet to the northeasterly corner of Klamath Falls Subdivision No. 2, as shown in Book 54 of Plats on Page 11, records of Canyon County, Idaho;
- Thence leaving the boundary of said Klamath Falls Subdivision No. 1, and along the westerly boundary of said Klamath Falls Subdivision No. 2 the following courses and distances:
- Thence S 0°36'49" E a distance of 103.34 feet to a point;
- Thence S 83°52'59" W a distance of 30.54 feet to a point;
- Thence S 6°07'01" E a distance of 83.00 feet to a point;
- Thence S 0°39'34" W a distance of 395.39 feet to a point;
- Thence N 89°20'28" W a distance of 101.80 feet to a point;
- Thence N 0°39'34" E a distance of 20.47 feet to a point;
- Thence N 89°20'28" W a distance of 53.08 feet to a point;
- Thence N 89°49'59" W a distance of 259.82 feet to a point;
- Thence S 0°10'01" W a distance of 154.50 feet to a point;
- Thence S 89°49'59" E a distance of 39.77 feet to a point;
- Thence S 0°10'01" W a distance of 101.50 feet to a point;
- Thence leaving said subdivision boundary N 89°49'59" W a distance of 139.93 feet to a point;
- Thence S 86°23'36" W a distance of 316.29 feet to a point in the westerly boundary of said NW 1/4 of the SW 1/4;
- Thence along said boundary N 0°39'34" E a distance of 1070.48 feet to the POINT OF BEGINNING.

This parcel contains 16.70 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Caldwell main line located adjacent to the subject subdivision, and the City of Caldwell has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation


Corey D. Barton, President

ACKNOWLEDGMENT
State of Idaho)
County of Ada)

On this 18th day of November, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton, known or identified to me to be President of Challenger Development, Inc., an Idaho Corporation, the corporation which executed the within instrument and acknowledged to me that he 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.

My commission expires 6-09-2028




Notary Public for Idaho
Residing in Nampa, Idaho

CERTIFICATE OF SURVEYOR

I, Clinton W. Hansen, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from the field notes of a survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Clinton W. Hansen
Idaho No. 11118



Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1199 E. STATE STREET, OREM, UT 84057
TEL: 208-486-0013
WWW.BAILEYENGINEERING.COM

KLAMATH FALLS SUBDIVISION NO. 3

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, do hereby certify that I have examined this plat and that it complies with the requirements of Idaho State Code, relating to plats and surveys.

[Signature]
 Canyon County Surveyor **MADE LLC SD-1388**
DAN R. KINSELE 781925 2659

Date 11/9/23

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 88, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing City of Caldwell Public Works, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 80-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sanitary facilities shall be allowed.

[Signature]
 District Health Department, REHS Date 11/14/2023

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 80-1308 do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full.

This certification is valid for the next thirty (30) days only.



[Signature]
 County Treasurer Date 11/15/2023

COUNTY RECORDER'S CERTIFICATE

State of Idaho)
) s.s.
 County of Canyon)

I hereby certify that this instrument was filed for record at the request of _____ at _____ Minutes past _____ M. on this _____ day of _____, 20____, in Book _____ of plats at _____ Pages _____

Instrument No. _____

Deputy _____

Ex-Officio Recorder _____



APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk, in and for the City of Caldwell, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the 7th day of November, 2023, this plat was accepted and approved.



[Signature]
 City Clerk, Caldwell, Idaho Date 11/14/2023

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer, in and for the City of Caldwell, Canyon County, Idaho hereby approve this plat.



[Signature]
 City of Caldwell Engineer Date 11/14/23

EXHIBIT C
LEGAL DESCRIPTION OF THE COMMON LOTS

Lots 12 and 20, Block 1; Lot 11, Block 9; Lot 11, Block 11; Lot 1, Block 12; and Lot 1, Block 13, Klamath Falls Subdivision No. 3, according to the official plat thereof, filed in Book 56 of Plats at Page 25, Records of Canyon County, Idaho.