

AFTER RECORDING, RETURN TO:
Christopher M. Tingey
Vial Fotheringham LLP
660 E. Franklin Rd. Ste. 220
Meridian, ID 83642

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BREITENBACH RIDGE SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Breitenbach Ridge Subdivision is made this 14th day of July, 2023, by WPG Star 20, LLC, a Delaware limited liability company (“Declarant”).

RECITALS

- A. Breitenbach Ridge (the “Community”) is a planned unit development located in the city of Star, Ada County, Idaho. The Community was established by the following documents recorded in the Records of Ada County, Idaho:

Declaration of Covenants, Conditions, and Restrictions for Breitenbach Ridge Subdivision, recorded January 12, 2023 as Instrument No. 2023-002237 (“Declaration”).

Plat of Breitenbach Ridge Subdivision, recorded September 2, 2022 as Instrument No. 2022-076991, and in Book 124, Pages 19752-19754, plat records.

- B. Association is Haven Homeowners Association, Inc., the association of owners formed pursuant to the Declaration and incorporated as an Idaho nonprofit corporation under the Idaho Nonprofit Corporation Act, Idaho Code 30-30-101 through 30-30-1204, by Articles of Incorporation filed June 2, 2023 in the records of the Idaho Secretary of State.
- C. The property currently subject to the Declaration and the jurisdiction of the Association is set forth in Exhibit A to the Declaration.
- D. Declarant owns all of the property in the Community, and so has the authority to amend the Declaration.
- E. Declarant wishes to amend the Declaration to address water rights and irrigation rules in the Community.

NOW, THEREFORE, Declarant hereby amends the Declaration as set forth below.

I. The Declaration is amended to add a new Article 15, to read as follows:

**ARTICLE 15
WATER AND IRRIGATION SYSTEM**

- 15.1 **Water.** Declarant hereby reserves unto itself, and owns and controls, any and all water rights appurtenant to and/or related to the Property. Accordingly, an Owner of a Lot shall have no right, title or interest in any water rights for the Property and/or Owner's Lot unless and until Declarant conveys such water rights to the Association and/or Owners as determined in its sole discretion.
- 15.2 **Water Not Guaranteed.** The Property is located in a semi-arid area. Irrigation water is not always reliable and such water is not unlimited. Irrigation water may not be available due to, without limitation, drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Owners or any other causes. No Lot in this Property shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from any irrigation system, nor is any Lot guaranteed enough water from any irrigation system to irrigate all of the landscaping on the Lot. Each Owner assumes the risk of any water shortage, and in the event that there is a water shortage, each Owner must be prepared to use an alternate water supply, if any.
- 15.3 **Rules and Regulations.** Each Lot shall be subject to, and each Owner, by accepting a deed to a Lot, agrees to be bound by and comply with, any rules or regulations which may be established for the use and rotation of irrigation water between the Lots by the Association. The Association shall have the power to promulgate rules and regulations regarding the use and operation of the irrigation system, including, but not limited to, the days and times of delivery or use of water to each Lot or the temporary interruption or rationing of irrigation water to be delivered to the Lots, which rules and regulations shall be binding upon each Owner. Each Owner, by the acceptance of a deed to a Lot within the Property, acknowledges that neither the Declarant nor the Association shall be responsible for any interruption or rationing of the delivery of irrigation water to such Owner's Lot if such interruption or rationing results from a cause or condition outside the control of the Declarant and/or the Association, including, without limitation, an insufficient amount of irrigation water being delivered to the Property or the temporary failure of the equipment or facilities of any irrigation system. All Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may result in suspension of the right to use irrigation water. In addition to other enforcement rights contained in the Declaration or Bylaws, the Association may suspend an Owner's right to use irrigation water for violating the rotation schedule or rules established by the Board, after notice and opportunity for a hearing on the matter.

II. Except as otherwise indicated, all other provisions of the Declaration remain unchanged.

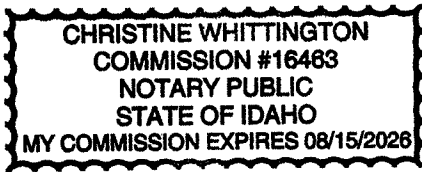
IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration of Covenants, Conditions, and Restrictions for Breitenbach Ridge Subdivision this 14th day of July, 2023.

DECLARANT: WPG STAR 20, LLC

James Perry
By: James Perry, Manager
Woodbridge Pacific Group, LLC, a California
Limited Liability Company, Manager
WPG Star 20, LLC, a Delaware Limited Liability
Company

STATE OF Id)
County of Ada)ss:

On this 14th day of July, 2023, before me, the undersigned, a notary public in and for said state, personally appeared James Perry, known or identified to me to be a Manager of Woodbridge Pacific Group, LLC, a California Limited Liability Company, Manager of WPG Star 20, LLC, a Delaware Limited Liability Company, who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said Woodbridge Pacific Group, LLC, and that such limited liability company executed the same in said WPG Star 20, LLC's name.



Christine Whittington
Notary Public for Idaho
Boise
8/15/2026