

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Fredric V. Shoemaker
Parsons Behle & Latimer
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(208) 562-4900

**SECOND CORRECTION AFFIDAVIT, SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, AND VOTING CERTIFICATION FOR**

Shenandoah West Subdivisions I, II, III, IV, V and VI

STATE OF IDAHO)

ss.

COUNTY OF ADA)

This Second Correction Affidavit and Supplemental Declaration of Covenants, Conditions and Restrictions and Voting Certification for Shenandoah West Subdivisions IV, V and VI ("Second Correction Affidavit") is made and declared effective on its recording with the office of the Recorder of Ada County, Idaho:

1. I, Bradley Backstrom, have received the below and referenced documents and have personal knowledge of the facts set forth below and believe them to be true and correct.
2. I am the President of Shenandoah West Neighborhood Association, Inc., an Idaho non-profit corporation, a/k/a Shenandoah West Property Owners Association, Inc., which is the entity authorized to execute this Second Correction Affidavit and make the statements and perform the actions described herein.
3. The Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions IV, V and VI and the Correction Affidavit and Supplemental Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 109120575 on October 23, 2017, ("First Correction Affidavit") each contain typographical and/or clerical errors ("errors").
4. This Second Correction Affidavit shall correct apparent errors and assure conformance and consistency among the Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions I, II, III, IV, V and VI, and the Replacement Declaration (defined below). Notwithstanding the superseding nature of the Replacement Declaration, the Association desires to correct any errors or inconsistencies in previously-recorded documents and this Second Correction Affidavit addresses those issues in documents that have actually been superseded.

5. The Declarations of Covenants, Conditions and Restrictions for Shenandoah West Subdivisions IV, V and VI were each recorded in the records of Ada County, Idaho, as follows:

- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. IV Subdivision was recorded on June 25, 1987, as Instrument No. 8737521 ("Declaration IV")
- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. V Subdivision was recorded on November 1, 1989, as Instrument No. 8955256 ("Declaration V")
- Declaration of Covenants, Conditions and Restrictions for The Shenandoah West No. VI Subdivision was recorded on June 20, 1990, as Instrument No. 9032601 ("Declaration VI")

6. Corrections to Declaration IV:

6.1. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

7. Corrections to Declaration IV:

7.1. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page

numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

8. Corrections to Declaration V:

8.1. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

9. Corrections to Declaration VI:

9.1. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

10. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner of the legal title to not less than two-thirds (2/3) of the platted residence tracts, platted lots, or townhouse units, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by

volume and page numbers to the records of the plats and records of this deed in which these Restrictions are set forth, and all amendments thereof.

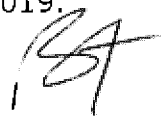
11. The Declaration of Covenants, Conditions and Restrictions for the Shenandoah West Subdivision Nos. I, II, III, IV, V AND VI ("Replacement Declaration") was recorded as Instrument No. 109144234, on December 30, 2009, records of Ada County, Idaho, and replaced and superseded all prior Declarations and the First Correction Affidavit.

12. This Second Correction Affidavit corrects certain apparent errors in the Declarations for Subdivision Nos. IV, V and VI as provided in Sections 6, 7 and 8 hereof.

13. Additionally, the undersigned, Bradley Backstrom, does hereby certify that, based upon his inspection of the records of the Association, that the votes cast by lot owners voting on the Replacement Declaration, establish that said Replacement Declaration was approved by no less than seventy-six percent (76%) of the lot owners in each phase for a total of two hundred twenty-six (226) votes "yes" and ten (10) votes "no". Records of the votes cast by the lot owners and tallies taken by the Association are available for inspection and review at the office of the Association, P. O. Box 45298, Boise, Idaho 83711.

Further your Affiant sayeth naught.

IN WITNESS WHEREOF, the undersigned, being the Affiant herein, has hereunto set his hand this 30th day of December, 2019.



Bradley Backstrom

SUBSCRIBED AND SWORN TO BEFORE ME this 30th day of December, 2019.



NOTARY PUBLIC for Idaho

Residing at Boise, Idaho

My Commission Expires: 5-31-2024

My Commission No.: 34086

Shenandoah West Neighborhood Association, Inc.,

an Idaho non-profit corporation



By _____

Bradley Backstrom

Its: President

