

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Ramsden, Marfice, Ealy & De Smet, LLP
Attn: Rick Haruthunian
P.O. Box 1336
Coeur D Alene, ID 83814

RECORDING FEE: \$16.00

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**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BIGHORN INDUSTRIAL PARK**

THIS INSTRUMENT is hereby made and entered into by BECKENHAUER PROPERTIES, LLC, an Idaho limited liability company (herein referred to as the “Declarant”). In consideration of the terms and covenants of this agreement, and other valuable consideration, the receipt of which is hereby acknowledged, the Declarant hereby amends the below-referenced Declaration of Covenants, Conditions, Restrictions, and Grant of Easement as follows:

NOW THEREFORE, pursuant to the provisions of the BIGHORN INDUSTRIAL PARK PHASE I DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND GRANT OF EASEMENT, dated September 26, 2016 and recorded on December 6, 2016, as Kootenai County Instrument No. 2574525000 (herein the “Declaration”) and the FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BIGHORN INDUSTRIAL PARK, dated April 5, 2018 and recorded on April 5, 2018 (herein the “First Amendment”) (with the Declaration and First Amendment, collectively referred to as the “Amended Declaration”), the Declarant hereby modifies, revises and/or amends the Amended Declaration as follows:

1. **BACKGROUND.** Each of the amendments to the Amended Declaration as set forth herein are based upon the following:

A. Pursuant to the terms and provisions of that certain Agreement for Sale and Purchase and Assignment of Rights and Duties dated August 18, 2017, and recorded on April 5, 2018, 2017 as Kootenai County Instrument No. 2638132000, the original declarant transferred, assigned, and set over each and every of the original declarant’s rights and obligations with respect to the Industrial Park to the current successor declarant, BECKENHAUER PROPERTIES, LLC and Idaho limited liability company. Such assignment was made pursuant to and in accordance with Section 8.3 (*Assignment of Declarant’s Rights and Duties*) of the Declaration.

B. The Declaration at, Section 8.12 thereof, provides that the Declaration may be amended at any time by an instrument signed by the Declarant, so long as the Declarant owns one (1) or more lots within the Industrial Park.

C. The Declaration in fact presently owns one (1) or more lots within the Industrial Park and now desires to promulgate the following amendments set forth herein.

2. **CONDISERATION.** The Declarant acknowledges the receipt and sufficiency of good and valuable consideration for the making of each of the amendments set forth herein.

3. **MODIFICATION, REPEL, AND AMENDMENT.** The following sections of the Declaration are hereby modified, revised, restated, added and/or otherwise amended in their entirety as follows:

4.2 Building Design and Construction Limitations:

a. Temporary or Accessory Buildings. Temporary or accessory buildings are prohibited unless submitted with schedule and approved by Architectural Director. Temporary buildings will be allowed during construction.

b. Pole Barns. Pole barns are not permitted without prior approval of the Architectural Committee. Pole barns are highly discouraged. The combination of Conex storage containers, with roof trusses over the top must not be visible in any way from the roadway or neighboring structures.

c. Storage Areas. Minimum 6' tall, slatted fencing MUST be installed around all storage areas. In addition to the rules set forth herein through Section 4.9 through 4.13, all Storage areas must be kept weed free, clean and in good visual condition from the roadway or neighboring structures.

4.10 Landscaping: Parking Area & Road Frontage.

a. Parking Area. All parking area landscaping shall be in conformity with the Kootenai County Zoning Ordinance. All landscaping shall be subject to the review and approval of the Architectural Director per Section III.

b. Road Frontage. The road frontage of the lot MUST include irrigated landscaped lawns and or planter beds and kept clean and free of weeds and other eyesores. Landscaped area must be complete up to and around structures and or storage fencing. Architectural committee must approve landscape design prior to installation.

4.14 Parking: General Requirements.

a. Vehicles, trailers, equipment, and/or other items where there is a potential for fluid leakage must be stored in areas per an approved County detailed Site Disturbance Permit, and must comply with all current governing standards as set forth herein and through all applicable law.

4. **SCOPE.** All provisions of the Amended Declaration shall remain in full force and effect except as expressly modified, repealed and/or amended by this agreement.

5. **BINDING NATURE.** All provisions of this agreement shall be binding upon and insure to the benefit of all of the parties hereto, and their estates, heirs, legatees, legal representatives, successors and assigns.

6. **AUTHORITY TO EXECUTE.** The signatory of this agreement warrants that it has the authority to contractually execute the same.


7. **SEVERABILITY.** In the event any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement and the application of such term or provision to persons or circumstances other than those to which it is specifically held invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **EXECUTION IN COUNTERPARTS.** This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument.

9. **GOVERNING LAW.** This agreement shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of Idaho.

DATED this 19 day of SEPT., 2023.

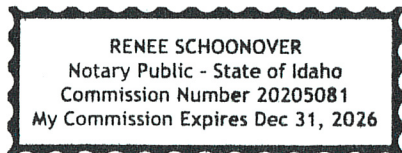
BECKENHAUER PROPERTIES, LLC

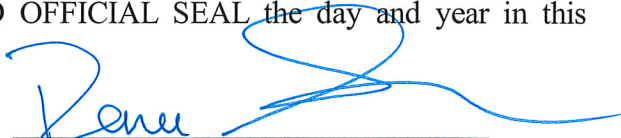

By: Doug Beckenhauer
Its: Manager

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 19th day of September, 2023, before me personally appeared **DOUG BECKENHAUER**, who be me being personally sworn, declared that he is the Manager of **BECKENHAUER PROPERTIES, LLC** and that he signed the foregoing document in such duly authorized capacity for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.




Notary Public for Idaho
Residing at Coeur d'Alene, ID
Commission expires 12-31-2026