

ACCOMMODATION

When Recorded Return to:
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ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/12/06 02:26 PM
DEPUTY Gail Garrett
RECORDED - REQUEST OF
Pioneer

AMOUNT 18.00

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SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
COLUMBIA VILLAGE NO. 24 SUBDIVISION
December 15, 2005

ARTICLE I.
RECITALS

WHEREAS, there has been recorded by the undersigned Grantor J. R. Simplot Self-Declaration of Revocable Trust a Master Declaration of Covenants, Conditions, Restrictions and Easements for Columbia Village Subdivision dated April 1, 1990, recorded May 17, 1990 as Instrument No. 9026057, and re-recorded July 26, 1990 as Instrument No. 9039552, records of Ada County, Idaho, which Master Declaration has been amended by that certain First Amendment to Master Declaration dated July 10, 1990, recorded July 26, 1990 as Instrument No. 9039553, records of Ada County, Idaho, and further amended by that certain Second Amendment to Master Declaration dated September 19, 1990, recorded September 20, 1990 as Instrument No. 9051139, records of Ada County, Idaho, and further amended by that certain Third Amendment to Master Declaration dated September 25, 1991, recorded September 25, 1991 as Instrument No. 9153554, records of Ada County, Idaho, (as amended, "Master Declaration");

WHEREAS, the Master Declaration allowed for the recording of Supplemental Declarations relating to and covering certain specific tracts within Columbia Village Subdivision;

WHEREAS, the Master Declaration allowed for annexation of additional property to Columbia Village Subdivision, which additional property when annexed will be brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this Supplemental Declaration is to provide for the annexation of the additional property hereafter described as a part of Columbia Village Subdivision, to be known as Columbia Village No. 24 Subdivision, and to set forth additional or amended covenants, conditions, restrictions and easements applicable only to said annexed property, it being the purpose and intent of the Grantor that the provisions of the Master Declaration shall be incorporated herein as if set forth in full and, further, that the provisions of the Master Declaration as amended or modified herein shall apply only to the property within Columbia Village No. 24 Subdivision, and

WHEREAS, the undersigned City of Boise is the record owner of some of the land being platted in Columbia Village No. 24 Subdivision.

ARTICLE II.
PROPERTY COVERED

The property that is covered by this Supplemental Declaration for Columbia Village No. 24 Subdivision is described as follows:

Lots 391 through 446, inclusive, of Block 4, of Columbia Village No. 24 Subdivision, according to the Plat thereof filed in Book 94 of Plats at pages 11330 through 11332, records of Ada County, State of Idaho (the "Plat")

hereafter called "Columbia Village No. 24 Subdivision."

ARTICLE III.
DECLARATION OF ANNEXATION

The Grantor and the City of Boise hereby declare that Columbia Village No. 24 Subdivision is hereby annexed to and made a part of Columbia Village Subdivision and is hereby subject to all of the covenants, conditions, restrictions and easements and remaining provisions of the Master Declaration as modified as hereafter provided.

ARTICLE IV.
MODIFICATION OF MASTER DECLARATION

4.01 Use.

a. Sales Office. Notwithstanding the provisions of Section 5.01 of the Master Declaration, or any other provision therein to the contrary, the Grantor, its successors and assigns, shall have the right to use a Lot, tract or parcel within Columbia Village No. 24 Subdivision for a sales office which shall be used for development, sales and marketing activities relating to Columbia Village Subdivisions, and such uses as are customarily incidental thereto.

b. Recreational Use. Notwithstanding the provisions of Section 5.01 of the Master Declaration, or any other provision therein to the contrary, Lots 399 and 416, Block 4, shall be used for public recreational purposes and such uses as are customarily incidental thereto.

ARTICLE V.
SOLAR ACCESS RESTRICTIONS

INTENTIONALLY OMITTED. The City of Boise Ordinance 9-20 ("Solar Ordinance") has been repealed, so there are no solar restrictions on any lot in Columbia Village No. 24 Subdivision.

ARTICLE VI.
SPECIAL CONDITIONS

6.01 Common Lot Lines. Each side of common lot lines is subject to a five (5) foot permanent public water, power, telephone, gas, cablevision, and drainage easement.

6.02 Lot Lines Bordering Public Right of Way. All lot lines common to a public right-of-way line are subject to a ten (10) foot wide permanent public utilities (including water, power, telephone, gas, and cablevision), drainage, irrigation and Boise City street light easement.

SUPPLEMENTAL DECLARATION - 2

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6.03 **Drainage Easement on Lots.** Unless dimensioned otherwise on the Plat, all lots are subject to a ten (10) foot wide drainage easement along rear lot lines.

6.04 **Common Area.** Lots 398, 415, 436, and 446, Block 4 are hereby designated as common area lots, and shall be owned and maintained by Columbia Village Owners Association, Inc.

6.05 **Model Homes.** Grantor reserves the right to Grantor and Grantor's assigns to construct model homes on subdivision lots herein and to otherwise conduct sales operations therefrom.

6.06 **No Vacation of Micropaths.** Lots 398, 415, and 436, Block 4 are common area lots for the additional purpose of pedestrian and bicycle access to adjacent common area and shall provide secondary public access to adjacent public lands ("micropath lots"). Said pedestrian and bicycle access may not be vacated without the express consent of the City of Boise.

6.07 **No Vacation of Drainage.** All drainage easements and drainage facilities on common area lots identified on the face of the plat of Columbia Village No. 24 Subdivision may not be vacated without the express consent of the City of Boise.

6.08 **ACHD Storm Drain Easement.** Lots 398 and 399 of Block 4 are subject to non-exclusive blanket easements in favor of Ada County Highway District pursuant to Instrument No. 104062668, records of Ada County, Idaho for the purpose of transporting storm drainage. The owners of such lots shall not allow any encroachments or obstructions in such easement area, including but not limited to fences and trees that might adversely affect drainage or the operation and maintenance of such easement. The Columbia Village Owners Association, Inc. shall inspect and maintain in perpetuity all storm drainage systems as well as all graded surfaces located on the common areas or on easements for surface drainage within Columbia Village Subdivision No. 24, including all erosion prevention devices, retaining walls (related to drainage facilities), drainage structures, means or devices, and all plantings and ground cover, which are not the responsibility of a public agency, and which are installed or constructed to control, regulate, or promote drainage, or to prevent drainage and erosion, in accordance with a maintenance and operations system acceptable to and approved by Ada County Highway District.

6.09 **Fences and Retaining Walls on Certain Lots.** The owners of Lots 400 through 414, inclusive, Lots 417 through 435, inclusive, and Lot 437 of Block 4 shall be obligated to repair and maintain in good condition and to replace when necessary any fence and/or retaining wall constructed thereon by Grantor. Any replacement of such fences or retaining walls shall be of the same material and design as originally constructed by Grantor and shall comply with the requirements of the Architectural Control Committee then in effect to the extent not inconsistent with this provision. Any side fence constructed on any lot contiguous to these Grantor-constructed fences must transition to the height of said Grantor-constructed fences over a minimum of sixteen (16) feet.

6.10 **Special Exclusion of Lots 399 and 416.** None of the provisions of the Master Declaration and this Supplemental Declaration shall be applicable to Lots 399 and 416 except for the provisions of (i) Article II, Article III, Article IV, Article V, Sections 6.01, 6.03, 6.07, and 6.08 of Article VI, and Article VII of this Supplemental Declaration and (ii) Article V of the Master Declaration, which articles and sections shall be applicable to Lots 399 and 416.

ARTICLE VII.
MISCELLANEOUS

7.01 Amendment. This Supplemental Declaration may be amended as follows:

(a) By the Grantor. Until title to a Lot within Columbia Village No. 24 Subdivision is conveyed by the Grantor to an Owner, this Supplemental Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged, setting forth such amendment or termination.

(b) By the Owners. Unless a greater percentage is required by an express provision in the Master Declaration, the provisions of this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of Columbia Village Owners Association, Inc. certifying that such amendment has been approved by a vote or written consent of the Owners, including the Grantor, owning at least two-thirds (66.67%) of the Lots within Columbia Village No. 24 Subdivision, and such amendment shall be effective upon its recordation with the Ada County Recorder.

(c) By Amendment of Master Declaration. An amendment of the Master Declaration duly adopted as permitted therein shall, without further action, amend this Supplemental Declaration, unless such amendment to the Master Declaration is contrary to the express terms and provisions of this Supplemental Declaration, or will render the same invalid or unenforceable, in which event said amendment shall not be deemed to amend this Supplemental Declaration unless said amendment is expressly approved and adopted in the manner provided in this Section as an amendment to this Supplemental Declaration.

7.02 Intent of Incorporation of Master Declaration. It is the intent of the Grantor that incorporating the Master Declaration as a part of this Supplemental Declaration, the applicable definitions, terms and provisions thereof shall be part of this Supplemental Declaration.

7.03 Interpretation. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in the Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

7.04 Severability. Each of the provisions contained in this Supplemental Declaration, including the Master Declaration incorporated herein by reference, shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

[signatures and acknowledgments on following pages]

