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SUPPLEMENTAL DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR

COLUMBIA VILLAGE NO. 7 SUBDIVISION

APRIL 7th, 1992

9221783

ADA COUNTY, ID. FOR Columbia Village
J. DAVID NAVARRO
RECORDER BY B. Belval

ARTICLE I.

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RECITALS

WHEREAS, there has been recorded by the undersigned Grantor 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 hereafter "Master Declaration");

WHEREAS, the Master Declaration allowed for the recording of a Supplemental Declaration(s) 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. 7 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. 7 Subdivision.

ARTICLE II.

PROPERTY COVERED

The property which is covered by this Supplemental Declaration for Columbia Village No. 7 Subdivision is described as follows:

Lots 1 through 25, inclusive, Block 6; and Lots 123-138, inclusive, Block 4 of Columbia Village No. 7 Subdivision, According to the Plat thereof filed in Book 60 of Plats at pages 5858-5859, Records of Ada County, State of Idaho.

hereafter called "Columbia Village No. 7 Subdivision."

ARTICLE III.

DECLARATION OF ANNEXATION

The Grantor hereby declares that Columbia Village No. 7 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. 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. 7 Subdivision for a sales office which shall be used for development, sales and marketing activities relating to Columbia Village Subdivision, and such uses as are customarily incidental thereto.

4.02 Private Road.

(a) Description. Lots 7 and 14 of Block 6 and Lots 127 and 134 of Block 4, are hereby designated as private drives. Each private drive serves two dominant, adjoining lots, as follows:

(1) Lot 7. A perpetual right of ingress and egress over and upon said Lot 7 is granted to the owners and assigns of Lots 5 and 6, Block 6. Said perpetual right shall run with the land and the owners of said Lots 5 and 6 shall each have undivided and complete access within and on the private drive. Said right arises from the ownership interest set forth below, subject to the obligations of ownership established herein.

(2) Lot 14. A perpetual right of ingress and egress over and upon said Lot 14 is granted to the owners and assigns of Lots 15 and 16, Block 6. Said perpetual right shall run with the land and the owners of said Lots 15 and 16 shall each have undivided and complete access within and on the private drive. Said right arises from the ownership interest set forth below, subject to the obligations of ownership established herein.

(3) Lot 127. A perpetual right of ingress and egress over and upon said Lot 127 is granted to the owners and assigns of Lots 128 and 129, Block 4. Said perpetual right shall run with the land and the owners of said Lots 128 and 129 shall each have undivided and complete access within and on the private drive. Said right arises from the ownership interest set forth below, subject to the obligations of ownership established herein.

(4) Lot 134. A perpetual right of ingress and egress over and upon said Lot 134 is granted to the owners and assigns of Lots 132 and 133, Block 4. Said perpetual right shall run with the land and the owners of said Lots 132 and 133 shall each have undivided and complete access within and on the private drive. Said right arises from the ownership interest set forth below, subject to the obligations of ownership established herein.

(b) Ownership of Private Road.

(1) Lot 7. At the time Lot 5 is originally sold by Grantor to any third party, the Grantor shall also convey to the purchaser of Lot 5 an undivided one-half interest in Lot 7 of Columbia Village No. 7 Subdivision for use by Lot 5 as a private road. At the time Lot 6 is originally sold by Grantor to any third party, the Grantor shall also convey to the purchaser of Lot 6, an undivided one-half interest in Lot 7 of Columbia Village No. 7 Subdivision for use by Lot 7 as a private road. Lot 7 shall be a private road and shall be appurtenant to Lots 5 and 6. Lot 7 shall be held by the Owner of Lot 5 and by the Owner of Lot 6 as tenants in common, as to an undivided one-half interest each, with no right of partition. Each respective owner may not transfer any property right in Lot 7 without transferring the identical interest in the dominant lot (Lot 5 or 6). When the ownership of a dominant lot is subsequently transferred, ownership of the individual one-half interest in Lot 7 shall be transferred with it.

(2) Lot 14. At the time Lot 15 is originally sold by Grantor to any third party, the Grantor shall also convey to the purchaser of Lot 15 an undivided one-half interest in Lot 14 of Columbia Village No. 7 Subdivision for use by Lot 15 as a private road. At the time Lot 6 is originally sold by Grantor to any third party, the Grantor shall also convey to the purchaser of Lot 16, an undivided one-half interest in Lot 14 of Columbia Village No. 7 Subdivision for use by Lot 16 as a private road. Lot 14 shall be a private road and shall be appurtenant to Lots 15 and 16. Lot 14 shall be held by the Owner of Lot 15 and by the Owner of Lot 16 as tenants in common, as to an undivided one-half interest each, with no right of partition. Each respective owner may not transfer any property right in Lot 14 without transferring the identical interest in the dominant lot (Lot 15 or 16). When the ownership of a dominant lot is subsequently

transferred, ownership of the individual one-half interest in Lot 14 shall be transferred with it.

(3) Lot 127. At the time Lot 128 is originally sold by Grantor to any third party, the Grantor shall also convey to the purchaser of Lot 128 an undivided one-half interest in Lot 127 of Columbia Village No. 7 Subdivision for use by Lot 128 as a private road. At the time Lot 129 is originally sold by Grantor to any third party, the Grantor shall also convey to the purchaser of Lot 129, an undivided one-half interest in Lot 127 of Columbia Village No. 7 Subdivision for use by Lot 129 as a private road. Lot 127 shall be a private road and shall be appurtenant to Lots 128 and 129. Lot 127 shall be held by the Owner of Lot 128 and by the Owner of Lot 129 as tenants in common, as to an undivided one-half interest each, with no right of partition. Each respective owner may not transfer any property right in Lot 127 without transferring the identical interest in the dominant lot (Lot 128 or 129). When the ownership of a dominant lot is subsequently transferred, ownership of the individual one-half interest in Lot 127 shall be transferred with it.

(4) Lot 134. At the time Lot 132 is originally sold by Grantor to any third party, the Grantor shall also convey to the purchaser of Lot 132 an undivided one-half interest in Lot 134 of Columbia Village No. 7 Subdivision for use by Lot 132 as a private road. At the time Lot 133 is originally sold by Grantor to any third party, the Grantor shall also convey to the purchaser of Lot 133, an undivided one-half interest in Lot 134 of Columbia Village No. 7 Subdivision for use by Lot 133 as a private road. Lot 134 shall be a private road and shall be appurtenant to Lots 132 and 133. Lot 134 shall be held by the Owner of Lot 132 and by the Owner of Lot 133 as tenants in common, as to an undivided one-half interest each, with no right of partition. Each respective owner may not transfer any property right in Lot 134 without transferring the identical interest in the dominant lot (Lot 132 or 133). When the ownership of a dominant lot is subsequently transferred, ownership of the individual one-half interest in Lot 134 shall be transferred with it.

(c) Duty of Maintenance.

(1) Lot 7. The owners of Lots 5 and 6 shall be responsible for maintaining their Private Road Lot (Lot 7). Such

maintenance shall include, but not be limited to, the following: the repairing, patching, sealing, replacing and caring for said road improvements, including the sweeping and cleaning thereof, when required. As used herein, "Private Road" shall include all portions of the road, below and on the roadway surface, if any, located within the Private Road Lot and any appurtenant improvements located thereon or therein, such as street signs or landscaping.

(2) Lot 14. The owners of Lots 15 and 16 shall be responsible for maintaining their Private Road Lot (Lot 14). Such maintenance shall include, but not be limited to, the following: the repairing, patching, sealing, replacing and caring for said road improvements, including the sweeping and cleaning thereof, when required. As used herein, "Private Road" shall include all portions of the road, below and on the roadway surface, if any, located within the Private Road Lot and any appurtenant improvements located thereon or therein, such as street signs or landscaping.

(3) Lot 127. The owners of Lots 128 and 129 shall be responsible for maintaining their Private Road Lot (Lot 127). Such maintenance shall include, but not be limited to, the following: the repairing, patching, sealing, replacing and caring for said road improvements, including the sweeping and cleaning thereof, when required. As used herein, "Private Road" shall include all portions of the road, below and on the roadway surface, if any, located within the Private Road Lot and any appurtenant improvements located thereon or therein, such as street signs or landscaping.

(4) Lot 134. The owners of Lots 132 and 133 shall be responsible for maintaining their Private Road Lot (Lot 134). Such maintenance shall include, but not be limited to, the following: the repairing, patching, sealing, replacing and caring for said road improvements, including the sweeping and cleaning thereof, when required. As used herein, "Private Road" shall include all portions of the road, below and on the roadway surface, if any, located within the Private Road Lot and any appurtenant improvements located thereon or therein, such as street signs or landscaping.

(d) Cost of Maintenance, Repairs and Replacement.

(1) Lot 7. The cost of the maintenance, repairs and replacement and the insuring of the Private Road Lot (Lot 7), and the continuing operational expenses, if any, including taxes, shall be equally paid by each lot owner. Such costs and expenses (hereafter "costs and expenses") shall, to the extent permitted by law, be apportioned one-half to Lot 5 and one-half to Lot 6.

The decision as to what costs and expenses are required with respect to the Private Road Lot (Lot 7) and the timing of the payment thereof shall rest solely with the owners of Lots 5 and 6. After the conveyance of both lots, by Grantor to purchasers, the original Grantor, the Homeowner's Association, and/or the developers shall have no liability for any expense, dispute, or cause of action arising between said Lot owners concerning the maintenance, care or replacement of Private Road Lot (Lot 7).

(2) Lot 14. The cost of the maintenance, repairs and replacement and the insuring of the Private Road Lot (Lot 14), and the continuing operational expenses, if any, including taxes, shall be equally paid by each lot owner. Such costs and expenses (hereafter "costs and expenses") shall, to the extent permitted by law, be apportioned one-half to Lot 15 and one-half to Lot 16.

The decision as to what costs and expenses are required with respect to the Private Road Lot (Lot 14) and the timing of the payment thereof shall rest solely with the owners of Lots 15 and 16. After the conveyance of both lots, by Grantor to purchasers, the original Grantor, the Homeowner's Association, and/or the developers shall have no liability for any expense, dispute, or cause of action arising between said Lot owners concerning the maintenance, care or replacement of Private Road Lot (Lot 14).

(3) Lot 127. The cost of the maintenance, repairs and replacement and the insuring of the Private Road Lot (Lot 127), and the continuing operational expenses, if any, including taxes, shall be equally paid by each lot owner. Such costs and expenses (hereafter "costs and expenses") shall, to the extent permitted by law, be apportioned one-half to Lot 128 and one-half to Lot 129.

The decision as to what costs and expenses are required with respect to the Private Road Lot (Lot 127) and the

timing of the payment thereof shall rest solely with the owner of Lots 128 and 129. After the conveyance of both lots, the Grantor to purchasers, the original Grantor, the Homeowner' Association, and/or the developers shall have no liability for any expense, dispute, or cause of action arising between said Lot owners concerning the maintenance, care or replacement of Private Road Lot (Lot 7).

(4) Lot 134. The cost of the maintenance repairs and replacement and the insuring of the Private Road Lot (Lot 134), and the continuing operational expenses, if any including taxes, shall be equally paid by each lot owner. Such costs and expenses (hereafter "costs and expenses") shall, to the extent permitted by law, be apportioned one-half to Lot 132 and one-half to Lot 133.

The decision as to what costs and expenses are required with respect to the Private Road Lot (Lot 134) and the timing of the payment thereof shall rest solely with the owner of Lots 132 and 133. After the conveyance of both lots, the Grantor to purchasers, the original Grantor, the Homeowner' Association, and/or the developers shall have no liability for any expense, dispute, or cause of action arising between said Lot owners concerning the maintenance, care or replacement of Private Road Lot (Lot 134).

(e) Negligent or Willful Acts.

(1) Lot 7. Any maintenance, repair or replacement of all or any portion of the Private Road Lot (Lot 7) that arises as a result of the negligent or willful act of either the owner of Lot 5 or Lot 6, shall be paid by that Lot owner. In the event that any maintenance, repair or replacement of all or any portion of a Private Road Lot is performed by either the owner of Lot 5 or of Lot 6, which is required by reason of the willful or negligent act of the other lot owner, the cost of such maintenance, repair or replacement, shall be reimbursed by the owner committing the willful or negligent act.

(2) Lot 14. Any maintenance, repair or replacement of all or any portion of the Private Road Lot (Lot 14) that arises as a result of the negligent or willful act of either the owner of Lot 15 or Lot 16, shall be paid by that Lot owner. In the event that any maintenance, repair or replacement of all or any portion of a Private Road Lot is performed by

either the owner of Lot 15 or of Lot 16, which is required by reason of the willful or negligent act of the other lot owner, the cost of such maintenance, repair or replacement, shall be reimbursed by the owner committing the willful or negligent act.

(3) Lot 127. Any maintenance, repair or replacement of all or any portion of the Private Road Lot (Lot 127) that arises as a result of the negligent or willful act of either the owner of Lot 128 or Lot 129, shall be paid by that Lot owner. In the event that any maintenance, repair or replacement of all or any portion of a Private Road Lot is performed by either the owner of Lot 128 or of Lot 129, which is required by reason of the willful or negligent act of the other lot owner, the cost of such maintenance, repair or replacement, shall be reimbursed by the owner committing the willful or negligent act.

(4) Lot 134. Any maintenance, repair or replacement of all or any portion of the Private Road Lot (Lot 134) that arises as a result of the negligent or willful act of either the owner of Lot 132 or Lot 133, shall be paid by that Lot owner. In the event that any maintenance, repair or replacement of all or any portion of a Private Road Lot is performed by either the owner of Lot 132 or of Lot 133, which is required by reason of the willful or negligent act of the other lot owner, the cost of such maintenance, repair or replacement, shall be reimbursed by the owner committing the willful or negligent act.

(f) Covenant Not To Restrict Certain Rights Of Ingress and Egress.

(1) Lot 7. The Private Road Lot (Lot 7) is for the use and benefit of those individuals or entities that shall from time to time own Lot 5 and/or own Lot 6, and for the use and benefit of their respective successors and assigns for purposes incidental to the use and enjoyment of the respective two Lots, to use said Private Road Lot for the purpose of ingress and egress from each such dominant Lot. It is expressly understood and agreed that the right of use of the Private Road Lot (Lot 7) herein created shall be absolute and non-exclusive and that in all respects said Private Road Lot shall be used, and available for use, by all such owners, as well as their tenants, guests, invitees and licensees. Each respective owner of Lot 5 and Lot 6 shall in no way restrict the use of the Private Road Lot (Lot 7) by such parties.

(2) Lot 14. The Private Road Lot (Lot 14) is for the use and benefit of those individuals or entities that shall from time to time own Lot 15 and/or own Lot 16, and for the use and benefit of their respective successors and assigns for purposes incidental to the use and enjoyment of the respective two Lots, to use said Private Road Lot for the purpose of ingress and egress from each such dominant Lot. It is expressly understood and agreed that the right of use of the Private Road Lot (Lot 14) herein created shall be absolute and non-exclusive and that in all respects said Private Road Lot shall be used, and available for use, by all such owners, as well as their tenants, guests, invitees and licensees. Each respective owner of Lot 15 and Lot 16 shall in no way restrict the use of the Private Road Lot (Lot 14) by such parties.

(3) Lot 127. The Private Road Lot (Lot 127) is for the use and benefit of those individuals or entities that shall from time to time own Lot 128 and/or own Lot 129, and for the use and benefit of their respective successors and assigns for purposes incidental to the use and enjoyment of the respective two Lots, to use said Private Road Lot for the purpose of ingress and egress from each such dominant Lot. It is expressly understood and agreed that the right of use of the Private Road Lot (Lot 127) herein created shall be absolute and non-exclusive and that in all respects said Private Road Lot shall be used, and available for use, by all such owners, as well as their tenants, guests, invitees and licensees. Each respective owner of Lot 128 and Lot 129 shall in no way restrict the use of the Private Road Lot (Lot 127) by such parties.

(4) Lot 134. The Private Road Lot (Lot 134) is for the use and benefit of those individuals or entities that shall from time to time own Lot 132 and/or own Lot 133, and for the use and benefit of their respective successors and assigns for purposes incidental to the use and enjoyment of the respective two Lots, to use said Private Road Lot for the purpose of ingress and egress from each such dominant Lot. It is expressly understood and agreed that the right of use of the Private Road Lot (Lot 134) herein created shall be absolute and non-exclusive and that in all respects said Private Road Lot shall be used, and available for use, by all such owners, as well as their tenants, guests, invitees and licensees. Each respective owner of Lot 132 and Lot 133 shall in no way restrict the use of the Private Road Lot (Lot 134) by such parties.

(g) Restrictions on Use.

(1) Lot 7. The Private Road Lot (Lot 7) shall have no barriers or obstructions constructed or permitted upon it. No parking of any vehicle shall be permitted thereon.

(2) Lot 14. The Private Road Lot (Lot 14) shall have no barriers or obstructions constructed or permitted upon it. No parking of any vehicle shall be permitted thereon.

(3) Lot 127. The Private Road Lot (Lot 127) shall have no barriers or obstructions constructed or permitted upon it. No parking of any vehicle shall be permitted thereon.

(4) Lot 134. The Private Road Lot (Lot 135) shall have no barriers or obstructions constructed or permitted upon it. No parking of any vehicle shall be permitted thereon.

(h) Enforcement.

(1) Lot 7. Enforcement of the rights and duties created hereunder concerning the Private Road Lot (Lot 7) shall be a private matter for the owners of Lots 5 and 6, their successors and assigns. Said rights are hereby declared to be for the benefit of the owners of Lot 5 and 6 and are intended to be enforceable between the parties in a private lawsuit. The prevailing party in such a lawsuit shall receive an award of reasonable attorneys fees in addition to any other relief allowed in law or equity.

(2) Lot 14. Enforcement of the rights and duties created hereunder concerning the Private Road Lot (Lot 14) shall be a private matter for the owners of Lots 15 and 16, their successors and assigns. Said rights are hereby declared to be for the benefit of the owners of Lot 15 and 16 and are intended to be enforceable between the parties in a private lawsuit. The prevailing party in such a lawsuit shall receive an award of reasonable attorneys fees in addition to any other relief allowed in law or equity.

(3) Lot 127. Enforcement of the rights and duties created hereunder concerning the Private Road Lot (Lot 127) shall be a private matter for the owners of Lots 128 and 129, their successors and assigns. Said rights are hereby declared to be for the benefit of the owners of Lot 128 and 129

and are intended to be enforceable between the parties in a private lawsuit. The prevailing party in such a lawsuit shall receive an award of reasonable attorneys fees in addition to any other relief allowed in law or equity.

(4) Lot 134. Enforcement of the rights and duties created hereunder concerning the Private Road Lot (Lot 134) shall be a private matter for the owners of Lots 132 and 133, their successors and assigns. Said rights are hereby declared to be for the benefit of the owners of Lot 132 and 133 and are intended to be enforceable between the parties in a private lawsuit. The prevailing party in such a lawsuit shall receive an award of reasonable attorneys fees in addition to any other relief allowed in law or equity.

(i) Agency Review, and ACHD Not Liable. It is acknowledged and agreed that neither Ada County Highway District nor any other governmental entity having jurisdiction and control over the public rights-of-way shall have any obligation or responsibility to maintain, repair or replace all or any portion of the Private Road Lots, said Lots 7, 14, 127 and 134. Any purported amendment to this Section to impose liability upon Ada County Highway District or any other governmental entity for the Private Road Lot shall be of no force or effect unless Ada County Highway District or such other governmental entity shall expressly consent thereto. These provisions for the private drive will not be changed unless they are approved by Boise City Legal Department.

ARTICLE V.

MISCELLANEOUS

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

(a) By Grantor. Until title to a Lot within Columbia Village No. 7 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 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 percent (2/3%) of the Lots within Columbia Village No. 7 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 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.

5.02 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, by the applicable definitions, terms and provisions thereof shall be part of this Supplemental Declaration.

5.03 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.

5.04 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.

