

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 02/23/06 03:53 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Spink Butler

AMOUNT 18.00 6



When Recorded Return to:
Columbia Developments LLC
Attention: Christine E. Nicholas, Esq.
101 S. Capitol Boulevard, Suite 500
Boise, Idaho 83702

SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
KELTON CROSSING SUBDIVISION

February 10, 2006

ARTICLE I.
RECITALS

WHEREAS, there has been recorded by the undersigned Grantor a Master Declaration of Covenants, Conditions, Restrictions and Easements for Columbia Village 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 (collectively, 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;

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

WHEREAS, Grantor conveyed a certain tract of land in the vicinity of Columbia Village to the Humphries Family Partnership ("Developer") who is developing such land as a residential subdivision;

WHEREAS, Developer and the Columbia Village Owners Association, Inc. have requested that Grantor annex such land as part of Columbia Village and Grantor is agreeable to accommodating such request;

NOW, THEREFORE, the purpose of this Supplemental Declaration is to provide for the annexation of the additional property hereafter described as a part of Columbia Village, to be known as Kelton Crossing 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 Kelton Crossing Subdivision.

ARTICLE II.
PROPERTY COVERED

The property that is covered by this Supplemental Declaration for Kelton Crossing Subdivision is described as follows:

Lots 1 through 18, inclusive, of Block 1; Lot 1 of Block 2; Lot 1 of Block 3; and Lot 1 of Block 4, of Kelton Crossing Subdivision, according to the Plat thereof filed in Book 94 of Plats at pages 11482 through 11485, records of Ada County, State of Idaho (the "Plat")

hereafter called "Kelton Crossing Subdivision."

ARTICLE III.
DECLARATION OF ANNEXATION

The Grantor hereby declares that Kelton Crossing Subdivision is hereby annexed to and made a part of Columbia Village 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.
SPECIAL CONDITIONS

4.01 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.

4.02 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 lot lines to water, power, telephone, gas, and cablevision), drainage, irrigation and Boise City street light easement.

4.03 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.

4.04 Common Area. Lots 1, 8, and 18, Block 1 of Kelton Crossing Subdivision; and Lot 1, Blocks 2, 3 and 4 of Kelton Crossing Subdivision are hereby designated as common area lots, and shall be owned and maintained by Columbia Village Owners Association, Inc.

4.05 Landscape Buffer. Lots 1 and 18, Block 1 of Kelton Crossing Subdivision provide a landscape buffer which shall be maintained owned and operated by Columbia Village Owners Association, Inc.

4.06 No Vacation of Micropath. Lot 8, Block 1 of Kelton Crossing Subdivision is a common area lot for the additional purpose of pedestrian and bicycle access to adjacent common

area or public land ("micropath lot"). Said pedestrian and bicycle access may not be vacated without the express consent of the City of Boise.

4.07 No Vacation of Drainage. All drainage easements and drainage facilities on common area lots identified on the face of the plat of Kelton Crossing Subdivision may not be vacated without the express consent of the City of Boise.

4.08 Fences on Certain Lots. The owners of Lots 7, 9 and 10 of Block 1 shall be obligated to maintain and repair in good condition and to replace when necessary the split rail fences constructed thereon along the rear lot lines by Developer. The owners of Lots 2, 11, 12, 13, 14, 15, 16, and 17 of Block 1 shall be obligated to maintain and repair in good condition and to replace when necessary all fencing constructed thereon by Developer. All replacement of said fences shall comply with the requirements of the Architectural Control Committee then in effect.

4.09 Architectural Control Committee. Notwithstanding Section 11.02 of the Master Declaration, Developer shall appoint members of a separate ACC for Kelton Crossing Subdivision to review all plans and specifications for Improvements during the initial construction and development thereof. Following completion of all initial Improvements by Developer, the provisions of Section 11.02 of the Master Declaration shall govern.

ARTICLE V. MISCELLANEOUS

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

(a) By the Grantor. Until title to a Lot within Kelton Crossing Subdivision is conveyed by Developer 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 Developer, 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 Developer, owning at least two-thirds (66.67%) of the Lots within Kelton Crossing 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.

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, the applicable definitions, terms and provisions thereof shall be part of this Supplemental

Declaration. Without limiting the foregoing, in the event of any conflict between the terms of this Supplemental Declaration and the Master Declaration, the terms of this Supplemental Declaration relating to Kelton Crossing Subdivision shall control.

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.

[signatures on following pages]

IN WITNESS WHEREOF the Grantor, as grantor under the Master Declaration, and the Developer, as owner of the land platted as Kelton Crossing Subdivision, have hereunto executed this Supplemental Declaration as of the day and year first above written.

GRANTOR:

THE J. R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST

J. R. Simplot, Trustee

By *Ronald N. Graves - Atty in fact*
J. R. Simplot, Trustee, by Ronald N. Graves,
Attorney-in-fact

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of February, 2006, before me, a Notary Public in and for said State, personally appeared **RONALD N. GRAVES**, known to me to be the Attorney-in-fact of **J. R. SIMPLOT**, the Trustee of the **J. R. SIMPLOT SELF-DECLARATION OF REVOCABLE TRUST**, and the person whose name is subscribed to the within instrument as such Attorney-in-fact, and acknowledged to me that he executed the same as such Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

James A. Kettner
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 5/31/12



