

When Recorded Return to:
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ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/21/07 10:33 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Pioneer

AMOUNT 42.00 14



ACCOMMODATION

SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
SUPERIOR RIDGE NO. 2 SUBDIVISION

March 14, 2007

OA 8610

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 Superior Ridge No. 2 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 Superior Ridge No. 2 Subdivision, and

NOW, THEREFORE, the Grantor hereby declares:

ARTICLE II
PROPERTY COVERED

The property that is covered by this Supplemental Declaration for Superior Ridge No. 2 Subdivision is described as follows:

Lots 26 through 61, inclusive, of Block 1, Lot 1, Block 4, Lot 1, Block 5, Lot 1, Block 6, and Lot 1, Block 7, and Lot 1, Block 8 of Superior Ridge No. 2 Subdivision, according to the Plat thereof filed in Book 96 of Plats at pages 12014 through 12017, records of Ada County, State of Idaho (the "Plat")

hereafter called "Superior Ridge No. 2 Subdivision."

ARTICLE III
DECLARATION OF ANNEXATION

The Grantor hereby declares that Superior Ridge No. 2 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 Superior Ridge No. 2 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 26, 41, 43 and 61, Block 1, Lot 1, Block 4, Lot 1, Block 5, Lot 1, Block 6, Lot 1 Block 7, and Lot 1, Block 8 shall be used for recreational purposes and such uses as are customarily incidental thereto.

4.02 Adoption of Superior Ridge No. 2 ACC Rules/ACC Standards

As applies to Superior Ridge No. 2 Subdivision, Section 5.28 of the Master Declaration is deleted in its entirety and replaced with the following:

5.28 Adoption of Superior Ridge No. 2 ACC Rules/ACC Standards.

Grantor, or in the event of its failure to do so, the Superior Ridge No. 2 ACC, shall have the power to promulgate Superior Ridge No. 2 ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of improvements within or upon Superior Ridge No. 2 Subdivision deemed necessary or

desirable by Grantor or the Superior Ridge No. 2 ACC, as the case may be, to carry out the purposes of this Supplemental Declaration. All Superior Ridge No. 2 ACC Rules/ACC Standards shall be consistent with the provisions of this Supplemental Declaration.

4.03 Architectural Control Committee. For purposes of this Supplemental Declaration, the ACC shall have no jurisdiction with respect to approval of improvements on Lots in Superior Ridge No. 2 Subdivision and, instead, all references in the Master Declaration to the ACC shall for purposes of application of the Master Declaration to the oversight of Improvements on Lots in Superior Ridge No. 2 Subdivision shall be deemed to be references to the Superior Ridge No. 2 ACC, and the following provisions replace Article XI of the Master Declaration as applied to Superior Ridge No. 2 Subdivision:

Article XI – Superior Ridge No. 2 Architectural Control Committee

11.01 Members of the Committee

The Architectural Control Committee of Superior Ridge No. 2 Subdivision (the "Superior Ridge No. 2 ACC") shall be composed of at least three persons all of whom shall be appointed as herein provided. A member of the Superior Ridge No. 2 ACC shall hold office until he or she has resigned or has been removed, but in any event, until said member's successor has been appointed. Members of the Superior Ridge No. 2 ACC may be removed at any time with or without cause.

11.02 Appointment

So long as the Grantor owns any lot or parcel within Superior Ridge No. 2 Subdivision, the Grantor shall have the sole right to appoint and remove all members of the Superior Ridge No. 2 ACC, and no member of the Superior Ridge No. 2 ACC need own a Lot in Superior Ridge No. 2 Subdivision. Thereafter, all members of the Superior Ridge No. 2 ACC shall be appointed or removed by the Association Board and at least one member shall be an owner of a lot within Superior Ridge No. 2 Subdivision.

The Superior Ridge No. 2 ACC shall have the right, by a resolution in writing unanimously adopted, to designate one of its members to take any action or perform any duties for and on behalf of the Superior Ridge No. 2 ACC. In the absence of such designation, the vote of any two members of the Superior Ridge No. 2 ACC shall constitute an act of the Superior Ridge No. 2 ACC.

11.03 Compensation

The members of the Superior Ridge No. 2 ACC shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, said compensation to be determined by the Grantor or, if the Grantor no longer holds any lot or parcel within Superior Ridge No. 2 Subdivision, the Association Board.

11.04 Non-Liability

Neither the Superior Ridge No. 2 ACC, nor any member thereof, nor the Grantor, nor any partner, officer, employee, agent, successor or assign thereof shall be liable to the Association, any owner, or any other person for any loss, damage or injury arising out or connected with the performance by the Superior Ridge No. 2 ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the Superior Ridge No. 2 ACC for approval of plans and specifications agrees by submission of such an application, and every owner or occupant of any lot within Superior Ridge No. 2 Subdivision agrees by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the Superior Ridge No. 2 ACC or any member thereof or the Grantor or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

11.05 Approval Required

No construction, alteration, modification, removal, or destruction of any Improvements of any nature whatsoever, whether real or personal, shall be initiated or be permitted to continue to exist within Superior Ridge No. 2 Subdivision without the prior express written approval of the Superior Ridge No. 2 ACC.

11.06 Variances

The Superior Ridge No. 2 ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Supplemental Declaration, the Superior Ridge No. 2 ACC Rules/ACC Standards, or any prior approval when in the sole discretion of the Superior Ridge No. 2 ACC circumstances such as topography, natural obstructions, aesthetics, or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two members of the Superior Ridge No. 2 ACC.

If a variance is granted as provided herein, no violation of the Master Declaration, this Supplemental Declaration, the Superior Ridge No. 2 ACC Rules/ACC Standards, or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms in provisions of the Master Declaration, this Supplemental Declaration, or the Superior Ridge No. 2 ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific lot covered thereby.

The Superior Ridge No. 2 ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or hearing of the Owners thereon.

The granting of a variance by the Superior Ridge No. 2 ACC pursuant to this section shall not relieve the Owner in whose favor a variance is granted from the obligation to fully comply with the ordinances of the City of Boise applicable to the Property within Superior Ridge No. 2.

11.07 Application.

To request Superior Ridge No. 2 ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property within Superior Ridge No. 2, the Owner shall submit a written application in a form required by the Superior Ridge No. 2 ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the Superior Ridge No. 2 ACC:

(a) Site Plan. A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.

(b) Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the Superior Ridge No. 2 ACC, all exterior colors, materials and finishes, including roof, to be used.

(c) Landscape Plan. A landscape plan for portions of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways.

The Superior Ridge No. 2 ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the Superior Ridge No. 2 ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the Superior Ridge No. 2 ACC in reviewing and processing the application.

The Superior Ridge No. 2 ACC shall have the right to require an Owner submitting an application for approval of plans and specifications to pay a fee at the time the application is submitted, the amount of such fee to be based upon the anticipated reasonable and actual expenses of the Superior Ridge No. 2 ACC in reviewing and processing the application. The Superior Ridge No. 2 ACC shall not be obligated to commence the review and processing of an application until such fee, if required, is paid.

11.08 Review Fee and Completion Security Deposit.

At the time of submission of the application under Section 11.07, above, the Owner shall deposit with the Superior Ridge No. 2 ACC as a Review Fee and Completion Security Deposit ("ACC Fee") the amount of one thousand five hundred dollars (\$1,500.00), or such other amount as shall be determined by the Superior Ridge No. 2 ACC from time to time. The ACC Fee shall be used by the Superior Ridge No. 2 ACC to pay for reasonable expenses incurred in connection with the engagement of an architect or other professional to assist the Superior Ridge No. 2 ACC in its review of the application, and the remainder shall be held by the Superior Ridge No. 2 ACC as security for the time the completion by the Owner of the improvement on the Lot as approved by the Superior Ridge No. 2 ACC, including but not limited to the landscaping as provided in Section 5.25 of the Master Declaration, and upon such time the balance of the ACC Fee shall be returned to the Owner without interest. If the Owner fails to timely complete such improvements, the Superior Ridge No. 2 ACC shall have the right to deduct from such ACC Fee the amount of any penalties, offsets, and costs as set forth in the Master Declaration, this Supplemental Declaration for Superior Ridge No. 2 Subdivision, or the Superior Ridge No. 2 ACC Rules/ACC Standards, including any costs which may be paid or incurred by the Association or a third party to complete such improvements.

11.09 Decision.

In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the Superior Ridge No. 2 ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance to be of the quality required to maintain Superior Ridge No. 2 as a quality residential development.

Unless extended by mutual consent of the Owner and the Superior Ridge No. 2 ACC, the Superior Ridge No. 2 ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the Superior Ridge No. 2 ACC can be in the form of an approval, a conditional approval, or denial. The decision of the Superior Ridge No. 2 ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

11.10 Inspection and Complaints.

The Superior Ridge No. 2 ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating the Master Declaration, this Supplemental Declaration for Superior Ridge No. 2 or the Superior Ridge No. 2 ACC Rules/ACC Standards or the approved plans and specifications.

The Superior Ridge No. 2 ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of the Master Declaration, this Supplemental Declaration, or any applicable Superior Ridge No. 2 ACC Rules/ACC Standards. In the event the Superior Ridge No. 2 ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise. Should the Superior Ridge No. 2 ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner confirm to either or both of the following directives:

(a) The Owner shall immediately cease the activity that constitutes a deviation or violation.

(b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the Superior Ridge No. 2 ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

11.11 Hearing.

An Owner submitting an application under Section 11.07, above, that is denied by the Superior Ridge No. 2 ACC or an Owner that is served with a written notice of deviation or violation, or a Complainant, shall have the right to request and be heard at a hearing held by the Superior Ridge No. 2 ACC for the purpose of presenting facts and information to the Superior Ridge No. 2 ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the Superior Ridge No. 2 ACC is mailed to the Owner (and Complainant) as evidenced by the records of the Superior Ridge No. 2 ACC. The hearing shall be held within ten (10) days following receipt by the Superior Ridge No. 2 ACC of the request for a hearing, unless the Superior Ridge No. 2 ACC shall extend said period of time because of the unavailability of Superior Ridge No. 2 ACC members. A hearing may be continued by the Superior Ridge No. 2 ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Superior Ridge No. 2 ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the Superior Ridge No. 2 ACC with respect to the matters at issue and shall affirm, modify or

rescind its previous decision. If the Superior Ridge No. 2 ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter arising under Section 11.10, including the costs of retaining a consultant(s) to advise the Superior Ridge No. 2 ACC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 11.13, below.

11.12 Appeal.

Either an Owner or a Complainant shall have the right to appeal to the Association Board a decision of the Superior Ridge No. 2 ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the Superior Ridge No. 2 ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 11.11, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the Superior Ridge No. 2 ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Association Board shall fix a date for the hearing of such an appeal which date shall be no later than fourteen (14) days from the date of receipt of a notice of appeal unless extended by the Association Board because of the unavailability of Association Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the Superior Ridge No. 2 ACC.

The Association Board may require the Owner or Complainant to provide additional information to facilitate the Association Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the Superior Ridge No. 2 ACC shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the Superior Ridge No. 2 ACC, together with their representatives and other witnesses, shall present their position to the Association Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Association Board provided, however, that the Owner, the Complainant, if any, and the Superior Ridge No. 2 ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the Superior Ridge No. 2 ACC will have the opportunity to present final

argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the Superior Ridge No. 2 ACC or the Association Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Association Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Association Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the Superior Ridge No. 2 ACC members shall be given written notice of the decision, which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Association Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Association Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Association Board constitutes a substantial reversal of the decision of the Superior Ridge No. 2 ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 11.13, below.

A decision of the Association Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

11.13 Enforcement.

The Superior Ridge No. 2 ACC, upon approval by the Association Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property within Superior Ridge No. 2, the continuation of which violates the provisions of this Master Declaration, this Supplemental Declaration for Superior Ridge No. 2, the Superior Ridge No. 2 ACC Rules/ACC Standards or the approved plans and specifications.

The Superior Ridge No. 2 ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the Superior Ridge No. 2 ACC shall have the sole discretion to commence such proceedings.

The authority of the Superior Ridge No. 2 ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the Superior Ridge No. 2 ACC and/or the Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees

shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Association Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article IX of the Master Declaration.

11.14 Additional Damages.

In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Association Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Association Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article IX of the Master Declaration.

11.15 Non-Exclusive Remedy.

The right of the Association to levy a Limited Assessment as described in Sections 11.13 and 11.14, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

11.16 Private Rights.

The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Association Board, the interests of the Association or a substantial number of the Owners of Lots in Superior Ridge No. 2 would not be benefited thereby.

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 Superior Ridge No. 2 Subdivision.

ARTICLE VI
SPECIAL CONDITIONS

6.01 Common Lot Lines. Each side of interior lot lines is subject to a five (5) foot 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.

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 26, 41, 43 and 61, Block 1, Lot 1 Block 4, Lot 1 Block 5, Lot 1 Block 6, Lot 1 Block 7 and Lot 1, Block 8 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 Drainage. All drainage easements and drainage facilities on common area lots identified on the face of the plat of Superior Ridge No. 2 Subdivision may not be vacated without the express consent of the City of Boise.

6.07 Owners and Lots Subject to Limited or Special Assessment for Additional Landscape and Streetlight Costs. All Lots other than Common Area Lots in Superior Ridge No. 2 shall be further subject to limited or special assessment by the Columbia Village Owners Association, Inc., along with all residential Lots in Superior Ridge Subdivision (also known as Legend Ridge, which Lots are as described in that certain Amended and Restated Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Superior Ridge Subdivision, recorded as Instrument No. 9643852, records of Ada County, Idaho) for the purposes of paying the cost of maintaining and repairing entry landscaping and the costs of maintaining and repairing the historical street lights within Superior Ridge (also known as Legend Ridge) and Superior Ridge No. 2, which landscaping and streetlights are upgraded in design and style than the other parts of Columbia Village. Such assessments shall be made and enforced in conformance with the Master Declaration.

6.08 Special Fencing Requirements. The following Lots shall be subject to special fencing requirements:

(a) Lots 42, 46, 47, 52, 53, 54, 58, 59 and 60, Block 1 – the Declarant has constructed 4-foot solid cedar fencing on the lot lines abutting common area. The Owners of these Lots shall maintain such fencing and shall replace such fencing, when needed, with fencing of like materials and design.

(b) Lots 26 through 40, inclusive, of Block 1 -- the Owners of these Lots shall construct fencing only as follows: rear fence shall be wrought iron fencing in design approved by the ACC and 4-foot in height at the top of the rim (as determined for each Lot by the ACC) towards the rear (north) property line; side fence shall be solid cedar 4-foot in height for a distance of twelve

feet from its intersection with the wrought iron fence, transitioning to 6-foot solid cedar fence over a span of six (6) feet. The rear fence shall include a gate to provide access to the remainder of the Lot to insure access for maintenance purposes.

(c) Lot 27, Block 1 -- the Owner of this Lot shall construct fencing as follows: rear fence shall be wrought iron fencing in design approved by the ACC and 4-foot in height at the top of the rim (as determined by the ACC) towards the north property line; side fence along the westerly property line shall be solid cedar 4-foot in height for a distance of twelve feet from its intersection with the wrought iron fence, transitioning to 6-foot solid cedar fence over a span of six (6) feet; side fence along the easterly property line, which is adjacent to common area, shall be either 6-foot high wrought iron, 6-foot high solid cedar, or solid cedar 4-foot in height with an additional 2 feet of lattice on top of the solid cedar. No transition in height from the fence on the easterly lot line to the wrought iron fence along the rear (north) lot line need be provided, but the Owner may provide a height transition as approved by the ACC.

ARTICLE VII MISCELLANEOUS

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

(a) By the Grantor. Until title to a Lot within Superior Ridge No. 2 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 Superior Ridge No. 2 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.

[signature on following page]

