



When Recorded Return to:  
Whistler Development LLC  
405 S 8th Street, Suite 290  
Boise, Idaho 83702

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR  
WHISTLER RIDGE SUBDIVISION

ARTICLE I  
RECITALS

WHEREAS, there has been recorded by Columbia Developments LLC 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 Whistler Ridge 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 Whistler Development LLC (the Developer") 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 Whistler Ridge Subdivision.

ARTICLE II  
PROPERTY COVERED

The property that is covered by this Supplemental Declaration for Whistler RidgeSubdivision is described as follows:

Lots 1 - 21, Block 1 and Lot 1, Block 2 of Whistler RidgeSubdivision, according to the Plat thereof filed in Book 97 of Plats at pages 12081 through 12083, records of Ada County, State of Idaho (the "Plat").

hereafter call "Whistler RidgeSubdivision."

ARTICLE III  
DECLARATION OF ANNEXATION

The Developer hereby declares that Whistler RidgeSubdivision 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 *Sales Office.* Notwithstanding the provisions of Section 5.01 of the Master Declaration, or any other provision therein to the contrary, the Developer, its successors and assigns, shall have the right to use a Lot, tract or parcel within Whistler RidgeSubdivision for a sales office which shall be used for development, sales and marketing activities relating to Whistler RidgeSubdivision and such uses as are customarily incidental thereto.

ARTICLE V  
LIGHT MAINTENANCE OF STORM WATER FACILITIES

5.01 Operation and maintenance of the storm water facilities at Whistler Ridge Subdivision shall be governed by the operation and maintenance manual of storm drainage system in Whistler Ridge Subdivision, which manual may only be modified at the direction of the Board of the Association, with written approval by ACHD.

5.02 *Drainage.* There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Columbia Village Homeowners Association Board and the Ada County Highway District ("ACHD"). For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Board and/or ACHD, which may include drainage from Common Area over, any Building Lot in the Property.

5.03 *ACHD Storm Water Drainage System.* Lots 1 and 10 of Block 1 are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No.104068411 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system is dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

5.04 *ACHD Right to Inspect and Maintain.* ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

5.05 *ACHD Approval of Amendments.* Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the Manual for Light Maintenance of Storm Water Facilities dated July 5, 2006, prepared by W & H Pacific, having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD. (attached)

5.06 *ACHD Assessment and Lien Rights.* ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage system. ACHD shall be entitled to a continuing lien on all lots for such unpaid assessments for maintenance and repair to the storm water drainage system.

5.07 *Grading.* The owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Boise City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada county Highway District, or other public agency, and plantings and ground cover installed or completed thereon.

#### ARTICLE VI 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 Whistler RidgeSubdivision..

#### ARTICLE VII SPECIAL CONDITIONS

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

7.02 *Utility, Drainage and Irrigation Easements.* Unless otherwise dimensioned on the plat, a ten (10) foot wide permanent easement for public utilities, drainage and irrigation is designated along the subdivision boundary and the front and rear lot lines. A five (5) foot wide permanent easement for public utilities, street lights, drainage and irrigation is hereby designated along each side of interior lot lines, unless otherwise dimensioned on the plat.

7.03 *Common Area.* Lots 1, 2, 10, 20 and 21, Block 1 and Lot 1, Block 2 are hereby designated as common area lots and shall be owned and maintained by the Columbia Village Owners Association, Inc. Said lots may not be developed for residential purposes in the future.

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

7.05 *No Vacation of Micropaths.* Lot 10, Block 1 is a common area lot for the additional purpose of providing a pathway access easement and may not be vacated without the express consent of the City of Boise. The landscaping and fencing of micropaths shall conform to the Boise city micropath ordinance.

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

7.07 *Fences on Certain Lots.* The owners of Lots 3 through 19, Block 1 shall be obligated to repair and maintain in good condition and to replace when necessary any fence constructed thereon by Developer. Any replacement of such fences shall be of the same material and design as originally constructed by Developer 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 Developer-constructed fences must transition to the height of said Developer-constructed fences over a minimum of sixteen (16) feet.

7.08 *Retaining Walls on Certain Lots.* It shall be the responsibility of the Columbia Village Homeowners Association to repair and maintain in good condition and to replace when necessary the retaining walls constructed on Lot 10, Block 1. Any replacement of such retaining walls shall be of the same material and design as originally constructed by Developer and shall comply with the requirements of the Architectural Control Committee then in effect to the extent not inconsistent with this provision.

7.09 *Landscape Easement.* Lot 1 and the landscape easement on Lots 2, 20 and 21 of Block 1, provide a landscape buffer which shall be maintained by the Columbia Village Homeowners Association. Said buffer may not be dissolved without the express consent of Boise City.

7.10 *Access Easement for Adjacent Property.* Lots 11 and 12, Block 1 have an access easement for the exclusive use of the adjacent property to the west only if this property is developed and is required to have access to East Lake Forest Drive.

7.11 *Sanitary Sewer.* Lot 1, Block 1 has an existing sanitary sewer easement across its entirety. This easement was granted to the City of Boise as Instrument No. 99098803, Ada County Records. In addition, a blanket Boise city sanitary sewer easement shall exist over Lot 10, Block 1 and Lot 1, Block 2 and as delineated on the face of the plat over portions of Lots 18, 19 and 21, Block 1.

7.12 *Private Utility Easement.* There is an existing access, maintenance and utility easement across portions of Lots 20 and 21, Block 1, for the purpose of existing private utilities, and the maintenance of those utilities by their beneficiaries. Those private interests shall remain as described in Instrument No. 3T-788, Ada County Records.

7.13 *Avigation Easements.* The entirety of Whistler Ridge Subdivision is subject to two avigation easements recorded as Instrument Numbers 102105592 and 103196906, Ada County Records.

#### ARTICLE VIII MISCELLANEOUS

8.01 *Amendment.* This Supplemental Declaration may be amended as follows:

a. By the Developer. Until title to a Lot within Whistler Ridge Subdivision is conveyed by the Developer to an Owner, this Supplemental Declaration may be amended or terminated by the Developer by recordation of a written instrument signed by the 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 Whistler Ridge 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.

8.02 *Intent of Incorporation of Master Declaration.* It is the intent of the Developer 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.

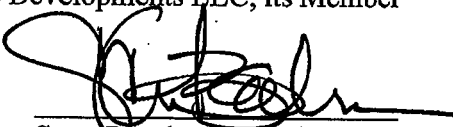
8.03 *Interpretation.* Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in the Supplemental Declaration are intended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

8.04 *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.

IN WITNESS WHEREOF, the Developer has hereunto executed this Supplemental Declaration as of this 17th day of November, 2006 .

Whistler Development LLC

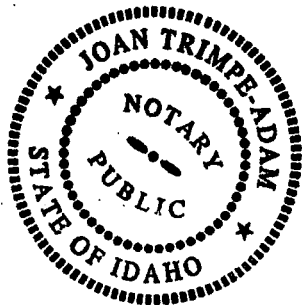
By: C2B Developments LLC, its Member


By:   
Scott Beecham, Member

STATE OF IDAHO            )  
  ) ss.  
County of Ada                )

On this 17<sup>th</sup> day of November, 2006, before me, Joan Trimpe-Adam, a Notary Public in and for said State, personally appeared Scott Beecham, known or identified to me to be a Member of C2B Developments, an Idaho limited liability company, which is a Member of the limited liability company Whistler Development LLC, an Idaho limited liability company, and acknowledged to me that he is the Member who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said company, and that such company executed the same in said company name.

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



  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires 12-31-07