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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Brighton Development Inc.
12601 W. Explorer Drive, Suite 200
Boise, Idaho 83713

ABOVE SPACE LINE FOR RECORDER'S USE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RECIPROCAL EASEMENT AGREEMENT
FOR BARBER STATION TOWNHOMES
(SECTION PROPERTY: Lot 17, Block 1 and Lot 15, Block 2, Barbervalley Subdivision No. 1)**

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND LOT OWNER OF PROPERTY WITHIN BARBER STATION TOWNHOMES SHOULD READ AND UNDERSTAND.

IN ADDITION TO THE OBLIGATIONS AND PROHIBITIONS CONTAINED IN THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT FOR BARBER STATION DATED NOVEMBER 18, 2014, AND RECORDED AS INSTRUMENT NO. 2014-101659 ON DECEMBER 17, 2014, IN THE RECORDS OF ADA COUNTY, IDAHO, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, THIS DOCUMENT DETAILS ADDITIONAL OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL TOWNHOME LOT OWNERS AND OCCUPANTS.

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RECIPROCAL EASEMENT AGREEMENT
FOR BARBER STATION TOWNHOMES**

This Supplemental Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement Agreement for Barber Station Townhomes (this "Supplement") is made effective this 1st day of May, 2015 by Barber Station Inc., an Idaho corporation ("Declarant").

RECITALS

Capitalized terms used in the Recitals may be further defined in Articles 1 and 2 below.

A. Declarant is the owner of that certain real property located in the City of Boise, County of Ada, State of Idaho, consisting of the real property ("**Project**") more particularly described in that certain Master Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement Agreement for Barber Station dated November 14, 2014, recorded as Instrument No. 2014-101659 on December 17, 2014, in the records of Ada County, Idaho, as amended and/or supplemented from time to time (collectively "**Master Declaration**").

B. Brighton Development Inc., an Idaho corporation and Brighton Investments LLC, an Idaho limited liability company, are the owners of Lot 17, Block 1 and Lot 15, Block 2, Barbervally Subdivision No. 1 (collectively "**Land Owner**").

C. The Land Owner plans to subdivide a portion of the Project for development into residential townhomes as such portion of real property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein ("**Townhome Project**").

D. Declarant desires, for the Townhome Project only, to take the following actions with this Supplement: (i) create certain additional easements for the benefit of each of the Lots in the Townhome Project; (ii) impose obligations with respect to the common use, maintenance and repair of the Townhome Project Common Area in the Townhome Project; and (iii) impose certain limitations on the design and use of the Lots and the Improvements to be constructed thereon, all as is more particularly set forth herein, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Townhome Project for the benefit of the Declarant, Land Owner and each Lot Owner.

DECLARATION

NOW, THEREFORE, Declarant does hereby establish and declare that the Townhome Project and every portion thereof shall be owned, held, conveyed, transferred, divided, sold, leased, rented, encumbered, developed, improved, maintained, repaired, occupied and used subject to the covenants, conditions, restrictions, easements, rights, rights-of-way, liens, charges and other protective and beneficial provisions set forth in the Master Declaration and this Supplement, all of which (i) are declared and agreed to be in furtherance of a general plan for the protection, preservation, maintenance, platting, subdivision, improvement and sale of the Townhome Project and to enhance the value, desirability and attractiveness of the Project as an integrated, first class, master planned mixed use project consisting of high quality retail, office, retail services, financial institutions, entertainment and/or residential (multi-family and/or single

family) components, (ii) are mutual, beneficial and equitable servitudes in favor of and for the mutual use and benefit of the Townhome Project and each portion thereof and each owner of a Lot, and (iii) are hereby expressly declared to be binding upon the Lots and each portion thereof and shall run with the land and each and every part thereof, inure to the benefit of and be a burden upon the Lots and each portion thereof and shall bind the respective heirs, successors and assigns of the Lot Owners of the Lots. Upon recordation of this Supplement, any conveyance, transfer, sale, hypothecation, assignment, lease or sublease made by any Lot Owner, shall be and hereby is deemed to incorporate by reference the provisions of this Supplement, as the same may from time to time be amended.

ARTICLE 1

IN RELATION TO PROJECT AND MASTER DECLARATION

1.1 Definitions. Any capitalized term not defined in this Supplement shall have the same meaning as in the Master Declaration.

1.2 Interpretation. This Supplement shall be interpreted consistently with the Master Declaration whenever possible. In the event of any conflict between this Supplement and the Master Declaration, the Master Declaration shall control, provided, however, that this Supplement, as a Supplemental Declaration under the Master Declaration, may impose additional covenants, restrictions and obligations on the Section Property covered by such Supplemental Declaration and in such event, the terms of the Supplemental Declaration shall control.

1.3 Section Property and Parcel. The Townhome Project is "Section Property" as defined in the Master Declaration. In the event the Townhome Project is subdivided in more than one plat, all platted area taken together shall constitute a single "Parcel" for the purpose of this Supplement.

1.4 Designated Owner. The Association shall be the Designated Owner for the Townhome Project.

1.5 Required Parcel Common Area Maintenance. The Designated Owner is required to Self-Maintain the Parcel Common Area Maintenance on the Parcel. Any express or implied option to require the Operator under the Master Declaration to maintain the same pursuant to Section 5.5 of the Master Declaration is hereby waived and deemed not applicable to the Townhome Project.

1.6 Project Expenses. As a Parcel under the Master Declaration, the Townhome Project shall be responsible to pay its share of Project Expenses to the Operator.

1.7 Parking. Lot Owners and/or their guests, invitees, or lessees, are prohibited from parking any vehicles, equipment, motor homes, campers, trailers, boats and/or any other recreational vehicles on or within any other Parcel in the Project.

1.8 Use of Sidewalks, Parking Areas. The sidewalks and parking areas within the Townhome Project may be used for block parties and other similar community purposes, as long as such use complies with Governmental Requirements and is approved by the Association in writing.

ARTICLE 2 DEFINITIONS

2.1 Architectural Review Committee. The term "Architectural Review Committee" shall mean the architectural review committee of the Association established pursuant to Article 12 herein.

2.2 Assessments. The term "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

2.3 Association. The term "Association" shall mean and refer to the Barber Station Townhome Owners Association Inc., its successors and/or assigns.

2.4 Board. The term "Board" shall mean and refer to the Board of Directors of the Association.

2.5 Dwelling Unit. The term "Dwelling Unit" shall mean and refer to the residential Improvement to be constructed on each Lot by Land Owner.

2.6 Exterior Building Surfaces. The term "Exterior Building Surfaces" shall mean all exterior veneers (stucco, rock, or siding), roofs, gutters, and down spouts of a Dwelling Unit, but shall specifically exclude all doors and windows.

2.7 Improvement. The term "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, that is not otherwise excluded, which is erected, constructed, placed upon or allowed on, under or over any portion of the Townhome Project, including, without limitation, Dwelling Units, fences, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Townhome Project on the date hereof and all later changes and Improvements.

2.8 Irrigation System. The term "Irrigation System" means those facilities and systems for the transmission of pressurized irrigation and gravity irrigation to the Project, including but not limited to water mains, pump house, pipe delivery system, electrical conduits or systems, diversion structures, irrigation and Walling Creek control structure, delivery piping, manhole structures, sedimentation ponds, amenity ponds, pressure irrigation intake piping, pond overflow structure, overflow ditch, and/or other public utilities, private utilities and governmental entities providing service or services to one or more the Parcels (as defined in the Master Declaration) in common.

2.9 Limited Assessment. The term "Limited Assessment" shall mean a charge against a particular Lot Owner and such Lot Owner's Lot, directly attributable to the Lot Owner, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Supplement or any supplemental declaration, including, without limitation, damage to the Townhome Project Irrigation System or any Townhome Project Common Area, Maintenance Area or Exterior Building Surfaces, or pursuant to the Master Declaration as a Project Expense, or the failure of an Lot Owner to keep his or her Lot or Dwelling Unit in proper repair, and including interest thereon.

2.10 Lot. The term “Lot” shall mean and refer to any plot of land shown upon the Barber Valley Townhomes Subdivision final plat and/or any other recorded subdivision plat of the Townhome Project, with the exception of the Townhome Project Common Area.

2.11 Lot Owner. The term “Lot Owner” shall mean and refer to the record Lot Owner, other than Declarant or Land Owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Townhome Project, but excluding those having such interest merely as security for the performance of an obligation.

2.12 Maintenance Area. The term “Maintenance Area” shall mean and refer to any portion of the Townhome Project maintained by the Association other than Townhome Project Common Area and Exterior Building Surfaces.

2.13 Member. The term “Member” shall mean each Person holding a membership in the Association, including Declarant and Land Owner.

2.14 Mortgage. The term “Mortgage” shall mean any mortgage, deed of trust, or other document pledging any portion of the Townhome Project or interest therein as security for the payment of a debt or obligation.

2.15 Mortgagee. The term “Mortgagee” shall mean and refer to the holder of any mortgage or deed of trust encumbering any Lot with in the Townhome Project.

2.16 Parcel. The term “Parcel” shall have the same meaning as in the Master Declaration, and the Townhome Project (including any additionally annexed real property to this Supplement) shall be considered a single “Parcel” under the Master Declaration.

2.17 Person. The term “Person(s)” shall mean any individual, partnership, corporation or other legal entity, including Declarant and Land Owner.

2.18 Regular Assessments. The term “Regular Assessments” shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Townhome Project Common Area, Maintenance Area, Exterior Building Surfaces and Townhome Project Irrigation System, including all Improvements thereon or thereto, all costs payable by the Townhome Project as its share of Project Expenses in the Master Declaration, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot Owner of each Lot by the Association, pursuant to the terms of this Supplement or any supplemental declaration.

2.19 Special Assessments. The term “Special Assessments” shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments paid to the Association pursuant to the provisions of this Supplement, the Master Declaration, or any supplemental declaration.

2.20 Townhome Project Common Area. The term “Townhome Project Common Area” shall mean all real property (including the Improvements thereto) in the Townhome Project owned and/or managed by the Association for the common use and enjoyment of the Lot Owners, including Private Roads.

2.21 Townhome Project Irrigation System. The term "Townhome Project Irrigation System" shall mean that portion of the Irrigation System located within the Townhome Project beginning at the point of connection to the Irrigation System.

2.22 Wildlife Mitigation Fund. The term "Wildlife Mitigation Fund" means that certain fund maintained and operated to promote conservation ownership, maintenance and management of property and wildlife within the Barber Valley area in which the Project is located, as is required by the City of Boise's Barber Valley Specific Plan, CAR07-00047, and the Notice of Mitigation Contribution recorded on December 17, 2014, in the records of Ada County, Idaho, as Instrument No. 2014-101660, as may be modified, amended and/or supplemented from time to time.

ARTICLE 3 **PROPERTY RIGHTS**

3.1 Enjoyment of Townhome Project Common Area. Every Lot Owner shall have a right and easement of enjoyment in and to the Townhome Project Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

3.1.1 the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon the Townhome Project Common Area;

3.1.2 the right of the Association to suspend the voting rights and use of any recreational facility by an Lot Owner for any period during which any assessment against his or her Lot remains unpaid; and any infraction of its rules and regulations;

3.1.3 the right of the Association to dedicate or transfer all or any part of the Townhome Project Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by Land Owner or 2/3rds of the Class of Members entitled to vote has been recorded.

3.2 Delegation of Use. Any Lot Owner may delegate his or her right of enjoyment to the Townhome Project Common Area and related facilities to the members of his or her family, guests, invitees or lessees who reside on the Townhome Project.

3.3 Encumbrance of Townhome Project Common Area. The Townhome Project Common Area cannot be mortgaged or conveyed without the approval of at least two-thirds (2/3) of the class of Members entitled to vote. If ingress or egress to any Dwelling Unit is through any portion of the Townhome Project Common Area, any conveyance or encumbrance of the Townhome Project Common Area shall be subject to an easement of the Lot Owners of such Dwelling Units for the purpose of ingress and egress.

3.4 Dwelling Units. All Lots, except the Townhome Project Common Area, are designated for the construction of single-family attached townhome Dwelling Units.

ARTICLE 4
MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.2 Voting Classes. The Association shall have two (2) classes of voting memberships:

4.2.1 Class A. Class A Members shall be all Lot Owners and, upon expiration of the Class B Member's voting rights below, each Lot Owner shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

4.2.1 Class B. The Class B Member shall be the Land Owner and shall have all votes until when, and if, Land Owner has sold all Lots within the Townhome Project, and/or sooner elects to terminate such voting rights in writing.

ARTICLE 5
USE AND REGULATION OF USES

5.1 Single Family Residences. Unless otherwise specified in a Supplemental Declaration covering a particular Lot(s), Lots shall be used only for residential purposes and such uses as are customarily incidental thereto. As used in this Supplement, "residential" shall mean the following: use of the Improvements on a Lot for living accommodations by one (1) or more related or unrelated persons, including guests of the principal occupant(s), which guests reside therein on a temporary basis. As used herein, "customarily incidental" shall include, but is not limited to, the following uses, so long as such use is in compliance with all applicable governmental laws, rules, regulations and ordinances: (i) any and all uses by the Association of any Lots (including, but not limited to, Townhome Project Common Area uses, and/or development and sales activities relating to the Townhome Project, including model homes); and/or (ii) a home office conducted from the interior of a Dwelling Unit, provided that such home office does not increase the burdens on the Private Roads, Maintenance Areas, exterior maintenance requirements, or parking, as determined by the Board in its discretion. Unless otherwise specified in the Master Declaration, or shown on the Master Plan for the Townhome Project and specifically permitted in a Supplemental Declaration, no Lot shall be used at any time for a use other than a residential use as defined herein, including, but not limited to, any commercial or business activity. The provisions of this Section shall not preclude Land Owner from conducting sales, construction, development and related activities from Lots owned by Land Owner. Notwithstanding the foregoing, Land Owner may conduct any business operation it sees fit from any portion of the Townhome Project owned by it, regardless of the impact on the Private Roads, Maintenance Areas or exterior maintenance requirements.

5.2 Parking. Each Dwelling Unit shall have two (2) enclosed parking spaces. All other parking within the Townhome Project shall be only in designated parking spaces (which designation may be by striping, a sign or both) and such designated parking spaces are restricted to use solely for temporary parking, as defined below, of operative motor vehicles of guests and invitees of Lot Owners, and/or delivery of mail, provided that such vehicles are parked so as to not interfere with any other Lot Owner's right of ingress and egress to his or her Dwelling Unit. Notwithstanding the foregoing, the parking of equipment, motor homes, campers,

trailers, boats and other recreational vehicles on the Townhome Project is strictly prohibited, unless parked within an Lot Owner's garage and said garage door is closed (loading and unloading are permitted provided such activities do not exceed four (4) hours. For purposes of this Section, "temporary parking" shall mean the parking of operative motor vehicles (other than motor homes, campers, trailers, boats and other recreational vehicles) for no more than forty-eight (48) hours per vehicle, per month.

The Board may require removal of any inoperative vehicle, or any unsightly vehicle as determined by the Board in its discretion, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored. If the same is not removed after three (3) days' written notice, the Board may cause removal at the risk and expense of the Lot Owner thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed.

5.3 Compliance With Laws and Waste. No Lot Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Townhome Project Common Area, which would be in violation of any laws, rules, regulations or ordinances. No waste shall be permitted in the Townhome Project Common Area, Maintenance Area, Lot or any Dwelling Unit.

5.4 Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than four (4) square feet advertising the Lot for sale may be installed on any Lot. The sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Land Owner may display any sign it sees fit on any portion of Townhome Project owned by Land Owner.

5.5 Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Townhome Project Common Area, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided however, that this provision shall not prohibit Lot Owners from having two (2) or less dogs and/or cats (i.e. an Lot Owner may have a maximum of two (2) dogs or two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Lot Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by a Lot Owner or other person. All Lot Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

5.6 Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Townhome Project Common Area, Maintenance Area or Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Lot Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Townhome Project, including the Townhome Project Common Area, and no odor shall be permitted to arise from any portion of the Townhome Project so as to render the Townhome Project or any portion thereof unsanitary, unsightly, offensive or detrimental to the Townhome Project or to its occupants or residents as determined by the Board in its discretion, or to any other property in the vicinity thereof or to its occupants or residents. No noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Townhome Project so as to be offensive or detrimental to the Townhome Project or to its occupants or residents or to other property in the vicinity or to its

occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any state or local law or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Review Committee), flashing lights or search lights, shall be located, used or placed on the Townhome Project. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Townhome Project. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Townhome Project. In addition, no activities shall be conducted on the Townhome Project, and no Improvements shall be constructed on any Townhome Project which are or might be unsafe or hazardous to any Person or property.

5.7 Common and Maintenance Areas. Nothing shall be altered or constructed in or removed from the Townhome Project Common Area or Maintenance Area except upon written consent of the Board and in accordance with procedures required herein or by law.

5.8 Exterior Improvements. No Lot Owner shall install, attach or place any item on any Lot or the exterior of his or her Dwelling Unit or on any building without the consent of the Board and the Architectural Review Committee, including, without limitation, any fences or landscaping, except on any private decks (not ground floor) or solar panels. The Architectural Committee shall not allow any fence or vegetation which may materially obstruct the view of any other Lot Owners or occupants of Dwelling Units, other than fences or vegetation constructed, planted and placed upon the Townhome Project by Land Owner.

5.9 Garage Doors. To the extent possible, garage doors must remain closed at all times. Notwithstanding the foregoing, garage doors shall never remain open for longer than thirty (30) minutes.

5.10 Outbuildings. Storage and other outbuildings are strictly prohibited.

5.11 Fences. All fencing, other than fencing for the Townhome Project as may be provided by the Land Owner, is prohibited.

5.12 Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot, Maintenance Area or Townhome Project Common Area which will increase the rate of insurance on the Townhome Project Common Area, Pressurized Irrigation System or any other Dwelling Unit without the prior written consent of the Board.

5.13 Drainage. Unless otherwise reserved to the Ada County Highway District, the Association is charged with the obligation to clean and continuously maintain any on-site drainage system, including, without limitation, any storage pipeline, sedimentation/skimmer boxes located along said pipeline, and any meter boxes. Should the Association fail to so clean and maintain the drainage system as herein described, it shall also be liable to and shall pay the Operator under the Master Declaration the costs of any required maintenance costs and expenses to so clean, repair or maintain the drainage system.

5.14 Exemption of Land Owner. Nothing herein contained shall limit the right of the Land Owner to subdivide or re-subdivide any Lot or portion of the Townhome Project, and/or

effectuate lot line adjustments and/or surveys, or to grant licenses, reservations, rights-of-way or easements with respect to the Townhome Project Common Area to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Townhome Project owned or controlled by the Land Owner, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Land Owner deems advisable in the course of Development of the Townhome Project. This Supplement shall not limit the right of the Land Owner at any time prior to acquisition of title to a Lot by a Lot Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Land Owner need not seek or obtain Association approval of any Improvements constructed or placed within the Townhome Project by the Land Owner in connection with the development of the Townhome Project. The Land Owner shall be entitled to the non-exclusive use, without charge, of any Townhome Project Common Area within the Townhome Project in connection with the marketing of the Lots therein. In addition, the Land Owner shall have the right, in connection with the marketing of the Lots, to install, place, display and exhibit such signs, banners and other similar items on the Townhome Project Common Areas on and the Lot(s) owned by the Land Owner for such a period of time as is reasonably deemed by the Land Owner to be necessary.

ARTICLE 6

EXTERIOR APPEARANCE AND MAINTENANCE

6.1 Maintenance by Association. In order to preserve a uniform exterior appearance of the Dwelling Units, the Association shall, from time to time as deemed reasonably appropriate and necessary by the Board, in the Board's sole and absolute discretion, provide exterior maintenance upon each Lot and Dwelling Unit, including Exterior Building Surfaces and Maintenance Areas.

Unless otherwise specifically provided in this Supplement, the cost of any and all exterior maintenance and repairs by the Association shall be paid by all Lot Owners in the form of Assessments. By accepting a deed to any portion of the Townhome Project, each Lot Owner acknowledges and agrees to pay all Assessments and each Lot Owner acknowledges that certain exteriors will require more maintenance than others due to weather, location, acts of God, and other extraneous factors.

6.2 Maintenance by Lot Owner. Except as expressly stated as an obligation of the Association in Section 6.1 above, each Lot Owner shall maintain (including periodic cleaning), repair and replace at its sole cost and expense, all windows, screens, doors (including sliding glass doors) and garage doors located on or attached to its Dwelling Unit and to maintain, repair and replace concrete walkways, driveways, and patios located on any portion of its Lot and Dwelling Unit, and any other exterior Improvement approved by the Architectural Review Committee and erected or constructed by Lot Owner. Each Lot Owner is responsible for the removal of snow, ice and obstructions from the sidewalks and driveway located on or adjacent to such Lot Owner's Lot.

If the Lot Owner or Lot Owners of said Dwelling Unit have failed or refused to perform any maintenance or repair required by this Section 6.2 within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Lot Owner or Lot Owners, the Board may cause the maintenance or repair to be completed and shall levy a

Limited Assessment against the Dwelling Unit of such Lot Owner or Lot Owners for the cost of such maintenance or repair.

In the event that the need for maintenance or repair of Townhome Project Common Area, Maintenance Area or Irrigation System, or any other common system shared within the Master Declaration and/or with the City of Boise is caused by the willful or negligent acts of an Lot Owner, or through the willful or negligent acts of the family, guests, invitees or licensees of an Lot Owner, the cost of such exterior maintenance shall be treated as a Limited Assessment and charged only to said Lot Owner.

6.3 Entry for Repairs. In the event of an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Members, their guests, invitees or lessees, or an immediate risk of harm or damage to any of the Dwelling Units or any part of the Townhome Project, the Board and its agents or employees, may enter any Lot or Dwelling Unit to make repairs or perform maintenance. In addition, if the repairs or maintenance were requested by a Lot Owner, the costs thereof shall be treated as a Limited Assessment to such Lot Owner.

ARTICLE 7

PRIVATE ROADS

There is hereby reserved for the use and benefit of Declarant and/or Land Owner and granted for the use and benefit of each Lot, and for the use and benefit of each Lot Owner, and their respective successors and assigns, for the purposes incidental to the use and enjoyment of the Lots, a perpetual easement to enter on, over, across and through Lot 1, Block 1, as shown on the recorded subdivision plat for the Townhome Project (herein "Private Roads"), which Private Roads are to be used for ingress to and egress from each Lot. In addition and pursuant to the recorded plat of the Townhome Project, the Master Declaration contains a perpetual public utility, drainage and irrigation easement. It is expressly understood and agreed that the easements herein created shall be absolute and non-exclusive and that in all respects the Private Roads shall be used, and available for use, by all such Persons, their guests, invitees and licensees in the same manner as if the Private Roads were a public road, subject to the Restrictions contained in this Supplement and the right of the Board to impose such rules, regulations and restrictions, as may be necessary, required or convenient to assure the privacy, safety, security and well-being of each such Lot and the Lot Owners residing within the Townhome Project, provided, however, that such shall not deprive or unreasonably restrict any of such Lot Owner's right to have access to and from such Lot.

Nothing herein contained shall prohibit or limit the right of Land Owner to extend the easement rights herein granted over, along and across the Private Roads within the Townhome Project to provide ingress and egress, utilities, drainage, and irrigation to property adjacent to the Townhome Project, but not initially included with in the Townhome Project as described in this Supplement. Such right of use of the easements herein created may be extended by Land Owner to such additional property by either the annexation of such additional property under this Supplement or the recording of easement(s) by Land Owner in the official records of Ada County, Idaho, setting forth such right of use and extension of the easements, which recorded document shall specifically describe the additional property to be benefitted thereby. In the event of the extension of the easement rights to such additional property, Land Owner shall make provision for the right of the Board to collect from the Lot Owners of said additional property a reasonable sum as a contribution for the maintenance, repair and replacement of the Private Roads and security facilities, if any, within the Townhome Project, which contribution

shall be reasonably related to use, should the Board not have the right, under the terms of this Supplement, to levy and collect any assessment against such additional property. In addition, Land Owner shall have the right to grant any easement on, over, across and through the Private Roads to any governmental or quasi-governmental agency or utility company for access to any facilities owned, controlled or used by such grantee.

ARTICLE 8

IRRIGATION SYSTEM AND WATER RIGHTS

8.1 Dual Water Supply. Potable (drinkable) water will be supplied to the Townhome Project by the City of Boise. Non-potable (non-drinkable) irrigation water will be supplied through the Irrigation System (gravity and pressurized) also serving the larger Project as described in the Master Declaration. The Irrigation System will be used for all irrigation in the Townhome Project, including the irrigation of the Townhome Project Common Area, Maintenance Areas and Lots. The Association will maintain, repair, and replace the portion of the Irrigation System from the main irrigation loop (the Townhome Project Irrigation System) at its sole and expense, and will pay its share of Project Expenses for the larger Irrigation System. By accepting a deed to any portion of the Townhome Project, each Lot Owner hereby covenants and agrees to hold the Association harmless from any and all liability for damages or injuries to their children, guests, agents, invitees, or lessees caused by the Irrigation System.

The Irrigation System will be run utilizing sprinkling clocks. These clocks may be located on certain Lots which may access that Lot's electric meter. Upon request, Lot Owners of Lots with sprinkling clocks shall be entitled to reimbursement from the Association for the electricity cost to said Lot Owner related to these sprinkling clocks as reasonably determined by the Board.

8.2. Water Rights Appurtenant to Townhome Project. As more particularly described in the Master Declaration, Declarant owns the Water Rights which are appurtenant to the Townhome Project, and some or all of which will be utilized in the Irrigation System. Declarant reserves in itself any and all Water Rights appurtenant to the Townhome Project, and accordingly, Lot Owners of any and all Lots shall have no right, title or interest in any Water Rights related or appurtenant to the Townhome Project, whether or not such water rights are included or excluded from a deed.

8.3 Reservation of Easement. Land Owner hereby reserves an easement for all main lines, service lines, heads, pumps and other equipment on, over, across, and through all Lots, Townhome Project Common Areas, and Maintenance Areas to the extent reasonably required for the Association to operate and maintain the Townhome Irrigation System and Operator under the Master Declaration to operate and maintain the Irrigation System.

ARTICLE 9

INSURANCE

9.1 Townhome Project Common Areas. The Association, by action of its Board, shall maintain, to the extent obtainable, from insurance companies authorized to do business in the State of Idaho, but in no case with ratings issued by the A.M. Best group of less than A-VII, the following insurance policies covering the Association:

9.1.1 Fire insurance including those risks embraced by coverage of the type known as the broad form or "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all equipment and fixtures located within the Townhome Project Common Area and Maintenance Area, and of all equipment and fixtures associated with the Irrigation System;

9.1.2 Comprehensive general liability insurance insuring the Association and Land Owner and the individual grantees, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership, management, maintenance and/or use of the Townhome Project. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate, with respect to property damage or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances after taking into account inflation occurring after the execution of this Supplement;

9.1.3 Full coverage directors' and officers' liability insurance for the Association's directors and officers with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances after taking into account inflation occurring after the execution of this Supplement; and

9.1.4 Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

9.1.5 Except for coverages required in Section 9.1.2, all insurance coverage provided by the Association will contain provisions to waive subrogation against Land Owner, its officers, directors, employees, affiliates and parent organization.

9.2 Dwelling Units and Lots. Each Lot Owner shall be required to obtain and maintain adequate insurance on his Dwelling Unit which shall insure it for its full replacement value, with no deduction for depreciation, against loss by fire, storm or other hazards or casualty. Such insurance shall name the Association as an additional insured and/or loss payee and shall be sufficient to cover the full replacement value, or to cover necessary repair or reconstruction work, including any demolition. Such insurance shall be written in the manner acceptable to the Board and the Association and shall contain a clause which provides ten (10) days prior written notice to the Board before the policy can be cancelled. Each Lot Owner shall also be responsible for the purchase of adequate liability insurance covering his Lot.

Each Lot Owner shall be required to reconstruct or repair any Dwelling Unit or any portion thereof destroyed by fire or other casualty, regardless of whether insurance is obtained by the Lot Owner or if the Dwelling Unit is covered by insurance. In the event Exterior Building Surfaces are damaged as a result of any such casualty, the Association shall manage and facilitate all such reconstruction or repair of Exterior Building Surfaces on behalf of the Lot Owner(s). In the event such casualty affects more than one Dwelling Unit, the Association shall

have the authority to reasonably allocate the respective obligations of the affected Lot Owners in order to fully complete the required replacement and repairs.

9.3 Insurance Proceeds. The Association shall be deemed trustee of the interests of all Lot Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Lot Owner's interests, if any, in such proceeds and to deal therewith.

ARTICLE 10

COVENANT FOR MAINTENANCE ASSESSMENTS

10.1 Creation of the Lien and Personal Obligation of Assessments. The Land Owner, for each Lot owned with in the Townhome Project, hereby covenants, and each Lot Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Regular Assessments, including, without limitation, annual assessments for all exterior maintenance by the Association pursuant to Article 6 and maintenance of the Townhome Project Common Area, Maintenance Area, Irrigation System and water, and for any and all insurance premiums and reserves the Board deems advisable, (b) Special Assessments, including, without limitation, for capital Improvements, and (c) Limited Assessments. Regular, Special and Limited Assessments, together with interest, costs, late fees and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Lot Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them.

10.2 Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Townhome Project and for any construction, maintenance, and operation of the Townhome Project Common Area, Maintenance Areas, Irrigation System and Lots.

10.3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

10.4 Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence the date of the closing of the first sale of a Lot to a Lot Owner. Provided, however, that any Lot owned by the Land Owner shall be assessed a Regular Assessment not exceeding ten percent (10%) of the amount assessed against Lots owned by other Lot Owners. If the Land Owner pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Land Owner, such excess amounts so paid shall constitute either (i) a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Land Owner within the Townhome Project, or (ii) a loan by the Land Owner to the Association, which loan, without interest, shall be repaid by the Association to the Land Owner from the funds of the Association which are available to make such repayment. Nothing herein contained shall obligate the Land Owner to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Townhome Project in which the Land Owner owns all of the Lots.

10.5. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date

of delinquency at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. The date of delinquency is the date which is thirty (30) days after the due date of any assessment. Additionally, a late fee of \$25.00 shall be added to and charged on each Assessment which is not paid by the date of delinquency. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Irrigation System, Townhome Project Common Area or Maintenance Area or abandonment of his or her Lot.

10.6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

10.7 Wildlife Mitigation Fund Contribution. The Barber Valley Development Wildlife Mitigation Plan ("Mitigation Plan") assesses a contribution of 0.10% of the purchase price of a Lot ("Contribution") to be paid to the Wildlife Mitigation Fund upon every transfer of a Lot within the Townhome Project. The purchaser of a Lot shall be required to pay the Contribution upon the closing of the purchase of the Lot, unless it is otherwise agreed in a document signed by both seller and purchaser for the seller to pay the Contribution upon the closing of the purchase of the Lot. Unless otherwise required by the Mitigation Plan, the Land Owner's transfer of Lots to the Association and/or to entities related to Land Owner shall be exempt from the Contribution. In the event the Contribution is not paid by a purchaser of a Lot, and/or as a whole the Contributions are generally not being collected at closing and paid as required by the Mitigation Plan, the Association reserves the right, in its sole and absolute discretion, to make Regular Assessments, Special Assessments and/or Limited Assessments against any non-paying Lot to ensure payment of the Contribution as required by the Mitigation Plan.

ARTICLE 11

AUTHORITY OF BOARD OF DIRECTORS

11.1 Authority of Board. The Board for the benefit of the Association and the Lot Owners shall enforce the provisions of this Supplement, the Association's articles and by-laws, and any other rules or regulations promulgated by the Board, shall have all powers and authority permitted to the Board under the Association's articles of incorporation and by-laws and this Supplement, and shall acquire and shall pay for, out of a common expense fund to be established by the Board, all goods and services requisite for the proper functioning of the Association and the Townhome Project, including but not limited to the following:

11.1.1 Operation, maintenance and management of the Townhome Project Common Areas, Maintenance Areas and Exterior Building Surfaces, as further described herein.

11.1.2 Water, sewer, garbage collection, electrical, and any other utility service as required for the Townhome Project Common Area, Maintenance Areas and Irrigation System. If one or more Dwelling Units or the Townhome Project Common Area, Maintenance Areas or the Townhome Project Irrigation System is not separately metered, the above-described utility services may be paid as a common expense, and

the Board may allocate by reasonable formula a portion of such expense to each such Dwelling Unit involved as a portion of its annual assessments. The Board may arrange for special metering of utilities as appropriate.

11.1.3 Maintenance and repair of storm drains located on the Townhome Project, except for those storm drains located on or within the right-of-way of any street, road, alley or other land dedicated to public use.

11.1.4 Policies of insurance as more particularly set forth in Article 9.

11.1.5 The services of Persons as required to properly manage the affairs of the Corporation to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Townhome Project.

11.1.6 Legal and accounting services necessary or proper in the operation of the Corporation's affairs, administration of the Townhome Project, or the enforcement of this Supplement.

11.1.7 The Board may pay any amount necessary to discharge any lien or encumbrance levied against the Townhome Project or any part thereof, which is claimed to or against the Townhome Project, rather than merely against the interest therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Lot Owners and the Dwelling Units responsible to the extent of their responsibility.

11.1.8 Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Townhome Project or for the enforcement of this Supplement; provided that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Dwelling Units or their Lot Owners, the cost thereof shall be treated as a Limited Assessment and charged to the Lot Owners of such Dwelling Units.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Townhome Project and the Lot Owners. By accepting a deed to any portion of the Townhome Project, and Lot Owner hereby covenants that they will adhere to any such rules or regulations, whether or not it shall be so expressed in such deed. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Townhome Project Common Areas, Maintenance Areas and Irrigation System, and to perform any other right, duty or obligation of the Board or Association.

11.2 Easement. The Board and its agents and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Townhome Project as provided herein or for otherwise discharging the responsibilities and duties of the Board as provided in this Supplement.

11.3 Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Supplement, or of the Association's articles of incorporation or by-laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term, or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Land Owner exercising the powers of the Board during the initial period of operation of the Corporation.

11.4 Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Dwelling Unit or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Lot Owners on the Townhome Project or in Dwelling Units. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Townhome Project or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Land Owner exercising the powers of the Board during the initial period of operation of the Corporation and the Townhome Project.

11.5 Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Lot Owners against all expenses (including attorney's fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Land Owner during the initial period of operation of the Association and the Townhome Project.

ARTICLE 12

ARCHITECTURAL REVIEW COMMITTEE

12.1 Charter of Architectural Review Committee. The charter of the Architectural Review Committee is to represent the collective interests of all Lot Owners, and to help individual Lot Owners who wish to make exterior alterations.

12.2 Authority of Architectural Review Committee. The Association is authorized to appoint an Architectural Review Committee (hereinafter referred to as the "Committee"). Each Lot Owner, by acceptance of a deed for his or her Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be bound by the terms and conditions of this Supplement, including the standards and process of architectural review.

12.3 Architectural Control. No exterior Improvement, including, without limitation, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating,

cooling and other utility systems shall be altered, erected, or placed on the Townhome Project unless and until the building, plot or other plan has been reviewed in advance by the Committee and same has been approved in writing, and a Boise City building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

12.4 Review of Proposed Alteration. The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Supplement, and perform such other duties from time to time as may be assigned to it by the Board, including the inspection of construction in progress. The Committee may condition its approval of proposals upon the agreement of the Lot Owner to an additional assessment for the cost of maintenance and the payment of an architectural review processing fee. The Committee may require submission of additional plans or review by a professional architect. The Committee may issue guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications the Committee may postpone review of plans. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Committee.

12.5 Inspection of Approved Alterations. Inspection of work and correction of defects therein shall proceed as follows:

12.5.1 Upon completion of any work for which approved plans are required under this Article, the Lot Owner shall give written notice of completion to the Committee.

12.5.2 Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Lot Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Lot Owner to remedy the same.

12.5.3 If upon the expiration of thirty (30) days from the date of such notification the Lot Owner shall have failed to remedy such noncompliance, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Lot Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling. If the Lot Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce the provisions of this Supplement, by any proceeding at law or in equity on behalf of the Association, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Lot Owner for reimbursement pursuant to this Supplement.

12.6 Review of Unauthorized Alterations. The Committee may identify for review, alterations which were not submitted to the approval process as follows:

12.6.1 The Committee or its duly authorized representative may inspect such unauthorized alteration.

12.6.2 If the Committee finds that the work is in noncompliance it shall notify the Lot Owner and the Board in writing of such noncompliance. Upon notice the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

12.6.3 If noncompliance exists, the Lot Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling. If the Lot Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce the provisions of this Supplement, by a proceeding at law or in equity on behalf of the Association, and may take such other actions as are appropriate, including levy of a Limited Assessment against such Lot Owner for reimbursement pursuant to this Supplement.

ARTICLE 13

GENERAL PROVISIONS

13.1 Enforcement. The Association, Board, Committee, Land Owner and/or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplement. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

13.3 Amendment. The terms, obligations and restrictions of this Supplement shall run with and bind the land, for a term of twenty (20) years from the date this Supplement is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Supplement may be amended during the first twenty (20) year period by an instrument signed by Land Owner (assuming Land Owner owns one or more Lots) or not less than two-thirds (2/3) of all other Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Amendments shall be in the form of supplement declarations, and must be recorded in the records of Ada County, Idaho.

13.3.1 Approval by Boise City. Unless the express written and recorded consent of the City of Boise has been obtained, the Supplement may not be amended, deleted, added or terminated, with respect to the following: (i) any provision of this Supplement which has been required by the City of Boise in its approval of this Subdivision, or which affects, recognizes, conveys and/or confers upon the City of Boise any easement, right or power, or requirement; (ii) any material provisions on easements, access, and/or the operation, repair, maintenance, repair and replacement of Common Area, infrastructure and/or public works systems; and/or (iii) any dissolution or termination of the Association.

13.4 Annexation. Additional residential property and Townhome Project Common Area may be annexed to the Townhome Project by Land Owner in its sole discretion, or if Land Owner has

terminated its Land Owner rights in writing in the records of Ada County, Idaho, with the consent of two-thirds (2/3) of each class of Members. Annexations shall be accomplished by supplemental declarations to this Supplement recorded in the records of Ada County, Idaho.

13.5 Duration and Applicability to Successors. The covenants, conditions, and restrictions set forth in this Supplement shall run with the land and shall inure to the benefit of and be binding upon the Land Owner and all Lot Owners and their successors in interest.

13.6 Construction. In construing the provisions of this Supplement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

[End of Text]

IN WITNESS WHEREOF, the undersigned, being the Land Owner herein, has hereunto set its hand and seal this 1st day of May, 2015.

LAND OWNER:

BRIGHTON DEVELOPMENT INC.
an Idaho corporation

By: [Signature]
Name: Blake R. Alder
Its: Chief Operating and Financial Officer

EXHIBITS

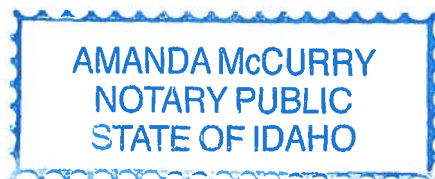
The following exhibits are attached to this Supplement.

Exhibit "A" Legal Description of Townhome Project

STATE OF IDAHO)
 : ss.
County of Ada)

On this 1st day of May, 2015, before me, Amanda McCurry, a Notary Public in and for the State of Idaho, personally appeared Blake R. Alder, known or identified to me to be the CO/FO of Brighton Development, Inc., the person that executed the within instrument and the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Notary Public for Idaho
Commission Expires 4/15/2017

EXHIBIT A
Legal Description Townhome Project

January 27, 2015
Project No. 114039

BARBERVALLEY TOWNHOMES SUBDIVISION NO. 1
FINAL PLAT DESCRIPTION

A parcel of land being a Re-Subdivision of a portion of Lot 15, Block 2 of Barbervalley Subdivision No. 1, located in the North 1/2 of Section 30, Township 3 North, Range 3 East, Boise Meridian, Boise, Ada County, Idaho, more particularly described as follows:

Commencing at the One Quarter Section Corner common to Sections 19 and 30 of said Township 3 North, Range 3 East, Boise Meridian;

Thence South 88°37'14" East a distance of 2,642.54 feet on the Section Line common to said Sections 19 and 30 to the Section Corner common to Sections 19, 20, 29 and 30 of said Township 3 North, Range 3 East;

Thence South 80°24'28" West a distance of 2,348.86 feet to the southeasterly lot corner of Lot 15, Block 2 of Barbervalley Subdivision No. 1, as same is shown on the Plat thereof recorded in Book 107 of Plats at Page 15004 of Ada County Records, said point being on the southerly right-of-way line of East Barber Valley Drive and an angle point in the southerly exterior boundary line of said Subdivision, said point also being the POINT OF BEGINNING;

Thence on the exterior lot line of said Lot 15, Block 2 of Barbervalley Subdivision No. 1 for the following courses and distances:

Thence South 34°03'54" West a distance of 346.75 feet;

Thence North 53°04'55" West a distance of 256.25 feet;

Thence North 28°58'58" West a distance of 132.79 feet;

Thence leaving the exterior lot line of said Lot 15, Block 2, North 61°03'17" East a distance of 54.88 feet;

Thence North 28°56'43" West a distance of 30.00 feet;

Thence North 66°26'35" East a distance of 28.12 feet;

Thence North 61°03'16" East a distance of 46.00 feet;

Thence North 67°47'34" East a distance of 40.10 feet;

Thence North 64°45'17" East a distance of 46.03 feet;

Thence North 60°49'31" East a distance of 28.04 feet to a point of curve;

Thence 50.93 feet on the arc of a curve to the left, said curve having a radius of 201.50 feet, a central angle of 14°28'55", a chord bearing of South 32°59'05" East, and a chord distance of 50.79 feet;

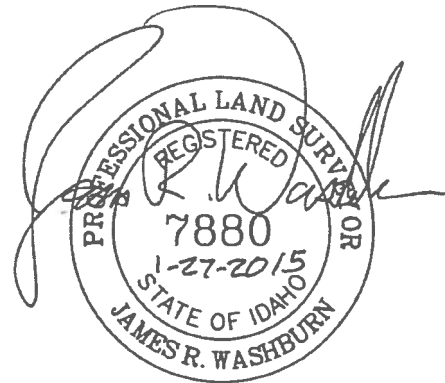
Thence North 50°03'55" East a distance of 67.01 feet to a point of curve;

Thence 34.21 feet on the arc of a curve to the left, said curve having a radius of 435.50 feet, a central angle of 04°30'03", a chord bearing of South 42°39'42" East, and a chord distance of 34.20 feet;

Thence North 45°05'17" East a distance of 8.00 feet to a point on a curve on the exterior lot line of said Lot 15, Block 2 of Barbervalley Subdivision No. 1 and also on the southerly right-of-way line of East Barber Valley Drive;

Thence 183.19 feet on the arc of a curve to the left, said curve having a radius of 427.50 feet, a central angle of 24°33'08", a chord bearing of South 57°11'17" East, and a chord distance of 181.79 feet on said exterior lot line and southerly right-of-way line to the point of beginning. Said parcel contains 2.41 acres more or less.

PREPARED BY:
THE LAND GROUP, INC.



James R. Washburn