

**Vicki DeScalfani - Law Point Subdivision SUB10-00011**

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**From:** "Jane Suggs" <jbsuggs@cableone.net>  
**To:** "Vicki DeScalfani" <VDeScalfani@cityofboise.org>  
**Date:** 7/8/2011 3:26 PM  
**Subject:** Law Point Subdivision SUB10-00011  
**CC:** "David Moser" <DMoser@cityofboise.org>, <ttucker@cityofboise.org>  
**Attachments:** SUPPLEMENTAL DECLARATION.doc; 11-09-10 letter from Pier Pointe HOA.pdf; Final Plat.pdf

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Hi Vicki,

I think you were previously working with Zach Kirk on getting the CCRs for Law Pointe. Since Law Pointe will be part of the Pier Pointe HOA we have (actually Steve Bradbury has) prepared a supplemental declaration for Law Pointe that deals with concerns that are specific to the 5 Law Pointe properties.

Can you forward this to the appropriate person for review?

And...even though it took us forever to get this to you, I'm hoping it can be looked over pretty quickly, since it is only 6 pages (and 2 of them are signature pages ;-)

Thanks so much,

Jane

Jane B. Suggs

**JBS Enterprises, LLC**

208-342-6941 phone

208-602-6941 cell

[jbsuggs@cableone.net](mailto:jbsuggs@cableone.net)

SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAW POINTE SUBDIVISION

THIS SUPPLEMENTAL DECLARATION is made on the date hereinafter set forth by Syringa Construction, LLC, an Idaho limited liability company, hereinafter referred to as the "Declarant".

WHEREAS, Declarant is the Owner of that certain real property located in Ada County, State of Idaho, hereinafter referred to as the "Property", more particularly described as Lot 1, Block 5, Pier Pointe No. 3 Subdivision, according to the official plat thereof, recorded in Book 54 of plats at Pages 4845 and 4846 as Instrument No. 8624768, records of Ada County, Idaho; and

WHEREAS, a Master Declaration of Covenants, Conditions and Restrictions for Pier Pointe Subdivision and Pier Park Subdivision was heretofore recorded on December 1, 1989, as Instrument No. 8960262, records of Ada County, Idaho (the "Master Declaration"), which Master Declaration encumbers the Property; and

WHEREAS, Declarant desires to further subdivide the Property in accordance with and pursuant to the plat of Law Pointe Subdivision, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Declarant desires to subject the above described Property to certain additional protective covenants, conditions, restrictions, reservations and easements for the benefit of the Property and their present and subsequent Owners as hereinafter specified and will convey the Property subject thereto.

NOW, THEREFORE, the Declarant hereby declares that all of the Property above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, in addition to those set forth in the Master Declaration, all of which are for purposes of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Property and shall be binding on all parties now or hereafter having any right, title or interest therein, or to any part thereof, and shall inure to the benefit of each Owner thereof. It is the intention of the Declarant that the provisions of the Master Declaration and this Supplemental Declaration be read together, as a whole, so that the provisions of the Master Declaration and this Supplemental Declaration shall, to the maximum extent possible, both be applicable to the Property except to the extent the provisions of this Supplemental Declaration shall specifically modify or supersede the provisions of the Master Declaration. By way of example but not by limitation, each Owner of a Lot in Law Pointe Subdivision shall be a member of the Pier Pointe Homeowners Association, Inc., with all rights, duties and obligations of such membership, and obligated to pay the

assessments levied by the Pier Pointe Homeowners Association, Inc. pursuant to the Master Declaration; and each Lot in the Law Pointe Subdivision shall be subject to each and every covenant, condition, restriction and easement contained and set forth in the Master Declaration except as herein otherwise set forth. Any provision of the Master Declaration not specifically amended, modified, superseded, terminated or otherwise addressed in this Supplemental Declaration shall be fully applicable to the Property as if repeated herein in full.

IN FURTHERANCE OF THE FOREGOING, the following additional covenants, conditions, restrictions, reservations, and easements shall apply to the Property.

1. Definitions. Except to the extent otherwise defined herein, capitalized words and terms contained herein shall have the meanings given them in the Master Declaration.

2. Shared Alleyway. Vehicular access to each Lot in the Property shall be provided by a shared alleyway to be constructed in the location depicted on the plat of Law Pointe Subdivision attached hereto as Exhibit A. Each of the said Lots are subject to cross easements at the location shown on the said plat, providing perpetual and indefeasible access rights for ingress and egress to the Lots encumbered by the easements. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. No Owner or other person shall place or permit to be placed across the easement premises any obstruction or in any manner interfere with the use of the easement premises by the Owners of the said Lots without the mutual consent of all such Owners. The Owners of the said Lots shall share equally the cost and expenses of maintaining the alleyway in good repair, including but not limited to resurfacing from time to time as may be necessary or desirable.

3. Landscape Easement. The Association shall be responsible for the operation, maintenance and repair of the improvements located in the landscape easement area depicted on the plat of Law Pointe Subdivision attached hereto as Exhibit A, including but not limited to mowing, pruning, trimming, irrigating, planting and replanting, as may be necessary or desirable, from time to time. In the event the Association shall fail or refuse to perform its maintenance and repair duties as set forth herein, the Owner(s) of the Lot(s) on which the easement is located shall, without waiving any rights they may have as the owners of the servient estate, be permitted to perform the Association's operation, maintenance and repair duties as set forth herein.

4. Architectural Review. The Declarant has heretofore sought and received approval from the Pier Pointe Homeowners Association Architectural Control Committee for the plat attached hereto as Exhibit A, and for the construction plans, elevations and first floor plans of the Units to be constructed on the Property as more particularly set forth in Exhibit B attached hereto. No additional architectural review or approval will be required by the Pier Pointe Homeowners Association Architectural Control Committee except as follows:

- a. Roofing materials must be selected from the list approved by the Architectural Control Committee and final choice must be approved in writing by the Architectural Control Committee.
- b. All fencing must be made of wood.
- c. Exterior colors of the Units to be constructed must be submitted to and approved by the Architectural Control Committee prior to the beginning of work.

5. Entry Sign Easement. Declarant does hereby give, grant and convey to the Association an easement for the installation, maintenance, repair and replacement of the Association's entry sign located in the landscape easement area in the northwest corner of the Property, the location and boundaries of which sign easement are depicted on the plat of Law Pointe Subdivision attached hereto as Exhibit A, said easement to include the right of ingress and egress from time to time as may be reasonably necessary in order for the Association to exercise its rights hereunder.

6. Approval by Boise City. Unless the express written consent of the City of Boise has been obtained: (i) no provision of this Declaration which has been required by the City of Boise, or which confers upon the City of Boise any right or power, or recognizes any right or power of the City of Boise, may be amended or deleted, (ii) no provision may be added to this Declaration which in any way affects any right, power or requirement of the City of Boise, and (iii) this Declaration may not be terminated in its entirety.

7. Reservation of Development Rights. No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon in accordance with the approvals granted by the City of Boise and the Pier Pointe Homeowners Association Architectural Control Committee, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, nor Declarant's right to post signs incidental to construction, sales or leasing. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant and, except as specifically set forth herein, impose no obligation on Declarant as to how the Property is to be developed or improved.

8. Amendment. This Declaration may be amended pursuant to the provisions of Section 9.3 of the Master Declaration provided, however, that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights or easements reserved or granted to Declarant herein without the express written consent of Declarant, and further provided that Declarant may amend this Declaration at any time the Declarant owns any real property subject hereto.





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 \_\_\_\_\_  
My commission expires \_\_\_\_\_

EXHIBIT A

*(plat of Law Pointe Subdivision)*

EXHIBIT B

*(Architectural Control Committee Approval Letter)*

Pier Pointe Homeowners Association  
 2289 S. Bonito Way, Ste. 100, Meridian, ID 83642  
 Paul Lodge, President

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November 9, 2010

Ms. Jane Suggs  
 JBS Enterprises  
 200 Louisa St.  
 Boise, ID 83712

Re: Law Pointe (Lot 1, Block 5, Pier Pointe Phase 3)

Dear Ms. Suggs:

The Architectural Control Committee ("ACC") of Pier Pointe Homeowners Association ("PPHOA") has reviewed the plat, construction plans, elevations, and first floor plans of the homes proposed for the development of the above referenced lot. The ACC approves of said development homes being added to the PPHOA as currently planned, under the current CC&Rs.

No additional review will be required by the PPHOA-ACC except as noted below:

Roofing materials must be from the list approved by the ACC (a copy of which is attached) and final choice must be approved in writing by the ACC.

All fencing must be made of wood.

Exterior colors must be submitted and approved by the ACC prior to the beginning of work.

In addition, the Board would like a recorded easement for the entrance sign at the SE corner of Law and Parkcenter Blvd.

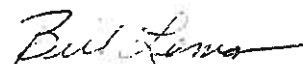
Sincerely,

  
 Paul Lodge, President

  
 Jana Lantz, Treasurer

  
 Eugene Theios, Vice President

  
 Weeb Martin, Maintenance Director

  
 Bill Lemas, Secretary

Attachment: ACC roofing material list