



108061772

This document replaces  
Instrument No. **108060619**  
recorded in error.

**RESTATED NOTICE OF ADDITION OF TERRITORY  
AND  
SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
ROCKBRIDGE SUBDIVISION PHASE 6**

THIS RESTATED FIFTH SUPPLEMENTAL DECLARATION ("Supplemental Declaration") TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ROCKBRIDGE SUBDIVISION (hereinafter Master Declaration) previously recorded on April 23, 2002, as Instrument No. 102046958, Records of Ada County is made by RBC Real Estate Finance, Inc. a Delaware corporation (RBC), successor to Corinthian Communities, Inc. ("Corinthian") as (Declarant). It is effective immediately upon recordation hereof.

A. RBC acquired the interest of the Corinthian pursuant to a Trustee's Deeds executed by TitleOne Corporation, as Trustee recorded as Instrument Nos. 10803657, 10803658 and 108040076, records of Ada County, Idaho as a result of a foreclosure of a Deed of Trust by notice and sale pursuant to Idaho Code Title 45, Chapter 15.

B. The previous Supplemental Declaration recorded October 27, 2006, as Instrument No. 106170021, records of Ada County was recorded subsequent to the Deed of Trusts in favor of RBC.

C. RBC and the Owners executing Consents attached hereto are executing and recording this Supplemental Declaration to clarify that Rockbridge Subdivision Phase 6 is subject to the Master Declaration and this Supplemental Declaration.

D. Pursuant to the terms of Article XII Annexation, of the Master Declaration, the following real property owned by Declaration, commonly known as Rockbridge Phase 6, is hereby annexed to and made a part of the real property subject to the Master Declaration and its terms and conditions, except as set forth below:

Rockbridge Subdivision Phase 6, according to the plat thereof,  
recorded on October 27, 2006, in Book No. 96 of Plats, at pages  
12025-12030, as Instrument No. 106170020.

E. The following supplemental covenants, conditions and restrictions shall apply to the Property hereby annexed.

1. Irrigation System: All Lots and Common Areas to which delivery of irrigation water is feasible, in the Declarant's sole discretion, shall have access to a pressurized irrigation water system ("Irrigation System") to be constructed and owned by Declarant and operated by the Association in cooperation with the Declarant, for the benefit of the Declarant, Association and Lot Owners. Owners of Lots, to which the system has been extended, shall pay the assessments imposed by the Association, regardless of actual use or nonuse of water from the Irrigation System. Use of the Irrigation System shall be subject to such rules and regulations as adopted by the Association. The right to receive water from the Irrigation System is subject to the availability of water. The Association, in cooperation with the Declarant shall regulate the use of the water to conserve its availability for Lots and Common Areas.

2. The Irrigation System is not break-proof and the water supply is not unlimited. No Lot Owner is guaranteed unlimited or continuous access to the Irrigation System. The mainlines installed by the Declarant as well as water shares associated with the Irrigation System, are Declarant's property until formally deeded or turned over to the Association. The Association may, or if requested by Declarant, the Association shall contract with qualified operation and maintenance companies or persons to manage the Irrigation System.

3. Easements. Declarant reserves to itself, agents, contractors, subcontractors, employees, successors and assigns, all water and water rights over, upon or under or appurtenant to the Property or any portion thereof, and a nonexclusive easement, whether shown on the plat of any phase, or not, inside the boundary of each Lot and any Common Areas, including those adjacent to any right-of-way, for construction of the Irrigation System to be operated by the Association as provided herein. Declarant may transfer the Irrigation System to the Association upon the completion of each phase thereof, upon the sale of the last lot, or otherwise in the Declarant's sole and exclusive discretion.

4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not invalidate or affect any other provisions hereof, which shall remain in full force and effect.

5. Binding Effect. The covenants and restrictions of this Declaration and any amendment hereto shall run with and bind the land. These covenants shall run with and bind the land for a terms of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless amended in accordance with Paragraph D below.

6. Conflicts. In the event that these restrictive covenants are more restrictive than government rules, regulations, ordinances or statutes, these restrictive covenants shall control. In the event that they are less restrictive than government rules, regulations, ordinances or statutes, the government rules, regulations, ordinances or statutes shall control.

7. Amendment. This Declaration, except the easements herein granted, may be amended by the Declarant at any time prior to the sale of the last Lot in the Annexed Property. After the sale of the last Lot, up to the end of twenty (20) years from the date of this Declaration is recorded, it may be amended only by an instrument signed and acknowledged by the President and Secretary of the Association affirming that such amendment was approved, either by proxy or affirmative vote at a meeting called for such purpose, of not less than ninety percent (90%) of the Lots subject to this Declaration. Thereafter, this Declaration may be amended or terminated only by an instrument signed and acknowledged by the President and Secretary of the Association, affirming that such amendment was approved, either by proxy or affirmative vote at a meeting called for such purpose, of not less than seventy-five percent (75%) of the Lots. Amendment or termination may take place at anytime.

8. Assignment by Declarant. Any or all rights, powers and reservations of Declarant herein contained may be transferred or assigned to the Association or to any other person, including corporations or associations which are now organized or which may hereafter be organized which assume the specific rights, powers and duties of Declarant hereunder, evidencing its intent in writing to accept such assignment. All rights of Declarant hereunder







**OWNERS CONSENT**

The undersigned, as the owner of the Lot(s) identified below in ROCKBRIDGE SUBDIVISION, PHASE 6, according to the official plat thereof filed in Book 96 of Plats at pages 12025 thru 12030, records of Ada County, Idaho, hereby consents to the Restated Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Rockbridge Subdivision Phase 6 executed by RBC Bank (USA) as successor to the Declarant to which this consent is appended and agrees that said Lot(s) listed below or any portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the terms, covenants, conditions, easements and restrictions in said Supplemental Declaration.

LOT NO.:

25/13/16  
Lot 25 Block 13

OWNER:

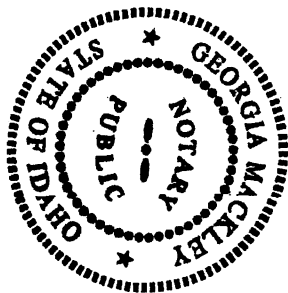
*Ronald L. Zundel*  
(Signature)  
Ronald L. Zundel  
(Print Name)

*Jane E. Zundel*  
(Signature)  
Jane E. Zundel  
(Print Name)

STATE OF IDAHO        )  
                                  :SS.  
County of Ada         )

On this 8th day of May, 2008, before me, the undersigned, A Notary Public in and for said State, personally appeared Ronald L. Zundel and Jane E. Zundel, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



*Georgia Mackley*  
NOTARY PUBLIC FOR IDAHO  
Residing at Star, ID  
My Commission Expires 6/22/2012