

**NOTICE OF ADDITION OF TERRITORY (ARROWLEAF SUBDIVISION) INTO
LAND GOVERNED BY THE SUN VALLEY ELKHORN ASSOCIATION, INC. UNDER
ITS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF ELKHORN AT SUN VALLEY, DATED MARCH 22, 1972, AND
RECORDED MARCH 24, 1972, AS BLAINE COUNTY INSTRUMENT NO. 142929,
AND AS AMENDED**

THIS NOTICE of Addition of Territory of the Arrowleaf Subdivision (the “**Notice**”) is made this ____ day of _____, 2025 by the property owner, Sun Valley Community School, Inc. (hereinafter “**Community School**”), and accepted by the Sun Valley Elkhorn Association, Inc. (hereinafter “**SVEA**”).

RECITALS:

- A. The Community School is the owner of certain real property located in the City of Sun Valley, County of Blaine, State of Idaho, commonly known as 200, 201, 203, 205, & 207 Arrowleaf Road, Sun Valley, Idaho 83353 (the “**Real Property**”), and more particularly described as:
- Lots 1, 2, 3, 4, 5, Parcel C2 and Parcel DD, of ARROWLEAF SUBDIVISION according to the official plat thereof, recorded as Instrument No. 444647, Records of Blaine County, Idaho
- B. The Community School desires to develop the Real Property subject to the Master Declaration of Covenants, Conditions, and Restrictions of Elkhorn at Sun Valley, dated March 22, 1972 and recorded March 24, 1972, as Instrument No. 142929, and as amended by Instrument No. 222563, recorded January 4, 1982; Instrument No. 260224, recorded February 1, 1985; Instrument No. 265478, recorded August 14, 1985; Instrument No. 270293, recorded February 6, 1986; Instrument No. 282570, recorded March 9, 1987; and the REPLACEMENT DECLARATION recorded as Instrument No. 284533, dated May 20, 1987, and as amended by Instrument No. 292649, recorded February 29, 1988; Instrument No. 400792, recorded April 11, 1997; Instrument No. 437922, recorded April 4, 2000; and Instrument No. 534284, recorded April 14, 2006, all records of Blaine County, State of Idaho (collectively, the “**Elkhorn Master Declaration**” or “**Master Declaration**”), and subject to this Notice and any Supplemental Declaration of Covenants, Conditions and Restrictions (“**Supplemental Declaration**”), which may be agreed upon and recorded. Capitalized terms used by not defined in this Notice shall have the meaning ascribed to them in the Elkhorn Master Declaration.
- C. On February 7, 1995, the Real Property was first annexed into the land controlled by the SVEA under a Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Sagewillow Homeowners Association (“**Notice of Addition**”), recorded February 14, 1995, Blaine County Instrument No. 375704. This Notice of Addition was not executed by a representative of the SVEA.

- D. On September 27, 2000, a Notice of First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Sagewillow Homeowners Association (“**Notice of First Amendment**”) was executed, and recorded as Instrument No. 444645, records of Blaine County, State of Idaho. The Notice of First Amendment revised the definition of “Lot” contained in the Notice of Addition, which revision excluded the Real Property and certain other parcels of the Sagewillow Subdivision from the Elkhorn Master Declaration. These excluded lots and parcels were then platted in the Arrowleaf Subdivision, which was recorded on October 31, 2000, under Blaine County Instrument No. 446647. The Notice of First Amendment was executed and recorded without the signature of any representative of the SVEA. On January 2, 2001, a Notice of Second Amendment to the [Sagewillow] Supplemental Declaration was recorded as Blaine County Instrument No. 446559 (“**Notice of Second Amendment**”). The Real Property was not included within the Notice of Second Amendment.
- E. On November 10, 2011, the Community School purchased the Real Property, under Blaine County Instrument No. 592009. Since March 1999, the Community School and its predecessors in interest, have been paying dues to the SVEA.
- F. The parties desire by this Notice to provide that the Real Property is, and shall hereinafter be, encumbered by the Elkhorn Master Declaration, as permitted and provided for at Section 2.03 of the Elkhorn Master Declaration and to designate the use classification of said Real Property as provided in Section 2.02 of the Elkhorn Master Declaration.

NOW THEREFORE, the Declarant hereby declares, and the SVEA consents and agrees as follows:

1. Recitals are incorporated. The recitals are incorporated herein.
2. Real Property Annexed/Subject to Elkhorn Master Declaration. Upon the recording of this Notice, the covenants, conditions and restrictions contained in the Elkhorn Master Declaration, and set forth in Recital B, shall apply to the Real Property, in the same manner as if it were originally covered by Elkhorn Master Declaration and originally constituted a portion of Elkhorn; and thereafter the rights privileges, duties and liabilities of the parties to this Notice with respect to the added land shall be the same as with respect to the original land and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of the Lots and Condominiums with the added land shall be the same as in the cases of the original land. The Real Property is and shall hereafter be held, conveyed, encumbered, leased, improved and used subject to the Elkhorn Master Declaration and any Supplemental Declaration subsequently agreed upon and recorded, and any other or further amendments thereto as may hereafter be duly adopted and recorded.
3. Use Classifications. The use classifications and development of the Real Property shall be as set forth in that Supplemental Declaration for Arrowleaf Subdivision dated [insert

date] and recorded in the Blaine County Recorder's Office contemporaneously with this Notice.

4. Restrictions bind successors and assigns and runs with land. The restrictions set forth in the Elkhorn Master Declaration and this Declaration shall run with the Real Property; shall be binding upon all persons having or acquiring any interest in such Real Property or any part thereof; shall inure to the benefit of every portion of such Real Property and shall inure to the benefit of and be binding upon Declarant, its successors, and assigns, and may be enforced by the Sun Valley Elkhorn Association, Inc., and its successors and assigns.

DATED _____

THE SUN VALLEY COMMUNITY SCHOOL,
INC.

By: _____

Its: _____

STATE OF IDAHO)

ss

County of Blaine)

This record was acknowledged before me on _____, 2025,
_____, for the Community School, Inc.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

Commission expires: _____

DATED _____

SUN VALLEY ELKHORN
ASSOCIATION, INC.

By: _____

Its: _____

STATE OF IDAHO)

ss

County of Blaine)

This record was acknowledged before me on _____, 2025, by
_____ for the Sun Valley Elkhorn Association, Inc.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

Commission expires: _____