

## SUPPLEMENTAL DECLARATION FOR ARROWLEAF SUBDIVISION

THIS SUPPLEMENTAL DECLARATION for the Arrowleaf Subdivision is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the Sun Valley Elkhorn Association, Inc. (“SVEA”) with the consent and agreement of the Sun Valley Community School (the “**Community School**”).

### RECITALS:

- A. As set forth in Blaine County Instrument No. 592009, the Community School is the owner of the Arrowleaf Subdivision, 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. Arrowleaf Subdivision was annexed into the land controlled by the SVEA under a Notice of Addition of Territory recorded [*month and day*, 2024], Blaine County Instrument No. \_\_\_\_\_.
- C. As a consequence of said Annexation, Arrowleaf Subdivision became subject to all the Covenants, Conditions and Restrictions as set forth in 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**”). Capitalized terms used but not defined in this Supplemental Declaration shall have the meaning ascribed to them in the Elkhorn Master Declaration.
- D. SVEA is the Master Association charged with the duties and invested with the powers as prescribed by the Elkhorn Master Declaration.
- E. Pursuant to Section 2.03 of the Elkhorn Master Declaration, SVEA is designated to act “in lieu of the Grantor” as to the execution and preparation of Supplemental Declarations made for land annexed.

NOW THEREFORE, SVEA declares, and the Community School consents and agrees as follows:

1. The recitals are incorporated herein.
2. The parties agree that pursuant to Section 2.02 of the Elkhorn Master Declaration, the Real Property shall be classified as follows:
  - a. Lots 1, 4 and 5 and Parcel DD shall be classified as Open Space under Section 5.04 of the Elkhorn Master Declaration (collectively, the “**Open Space Areas**”).
  - b. Lots 2 and 3 shall be classified as Residential and shall be entitled to be developed as Multi-Family Residential Area under Section 4.01 of the Elkhorn Master Declaration (the “**Multi-family Lots**”). The uses in said area shall be limited to those identified under Section 4.02.B of the Master Declaration.
  - c. Parcel C2 is a private road and shall be used for ingress and egress to Lots 1 through 5.
3. The Community School intends to develop the Real Property in substantial accord with that Development Agreement recorded against the Real Property in the Blaine County Recorder’s Office on April 4, 2024, as Instrument No. 705582 (“**Development Agreement**”). The Development Agreement included conceptual plans, which conceptual plans have been further refined and building envelopes established. The updated conceptual plans are attached hereto as Exhibit A and made a part hereof by this reference (the “**Conceptual Plans**”). The parties agree that the Conceptual Plans are intended to be conceptual only and some minor deviations from the Conceptual Plans are normal and expected. Any plan approved under the Development Agreement, or as revised, is subject to review and approval by the SVEA under the Elkhorn Master Declaration.
4. The Multi Family Lots (Lots 2 and 3). The Community School’s plan for development is contained in Exhibit A.
  - a. The building envelopes for Lots 2 and 3 shall be those identified in Exhibit A.
  - b. The maximum building height on the Multi-family Lots shall be limited to a maximum height of 35 feet, with no more than 1/3 of the roof area to be between 30 and 35 feet. Building height shall be measured from record grade, and no façade shall exceed 35 feet as measured from finished grade.
5. The use of the Multi-family Lots for Community School employee housing and related uses will not be considered a “commercial dormitory” as that term is used in Section 4.03B of the Elkhorn Master Declaration.

6. The Community School shall be entitled to one vote per Multi-family Lot (for a total of 2 votes) as set forth in Section 6.03 of the Elkhorn Master Declaration, but will not receive a vote for the Open Space Areas.
7. The Open Space Areas shall remain privately owned by the Community School, are not open to other members of SVEA, their guests, invitees, tenants, occupants, employees, agents or the public, and will not be considered “Open Space” owned by the SVEA for purposes of section 6.04A of the Elkhorn Master Declaration.

(End of terms – signature lines to follow)

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: \_\_\_\_\_

DATED \_\_\_\_\_

THE SUN VALLEY COMMUNITY SCHOOL,  
INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF IDAHO )

ss

County of Blaine )

This record was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, for the Community School, Inc.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residing at: \_\_\_\_\_

Commission expires: \_\_\_\_\_

# EXHIBIT A

## Conceptual Plans

(3 pages)







# SITE PLAN

**(10) 2 story Townhome Units in (2) Buildings**  
Gross SF: 9,514 SF per building; 19,028 total SF

**Parking:** 17 Total Stalls (10 garage, 7 surface)

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## HILLSIDE VIEW

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GGLO

3



## GROUND LEVEL ENTRY VIEW

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GGLO

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