

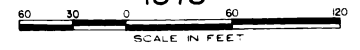


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PLAT SHOWING
LAKEWOOD-UNIT NO. 9

A SUBDIVISION
A PORTION OF THE NW 1/4 NE 1/4, SECTION 26,
T3N, R2E, B.M.

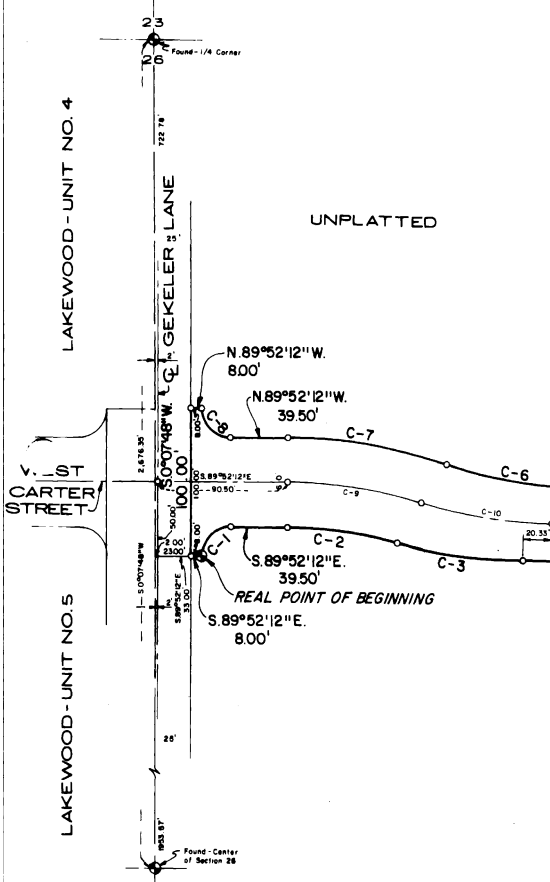
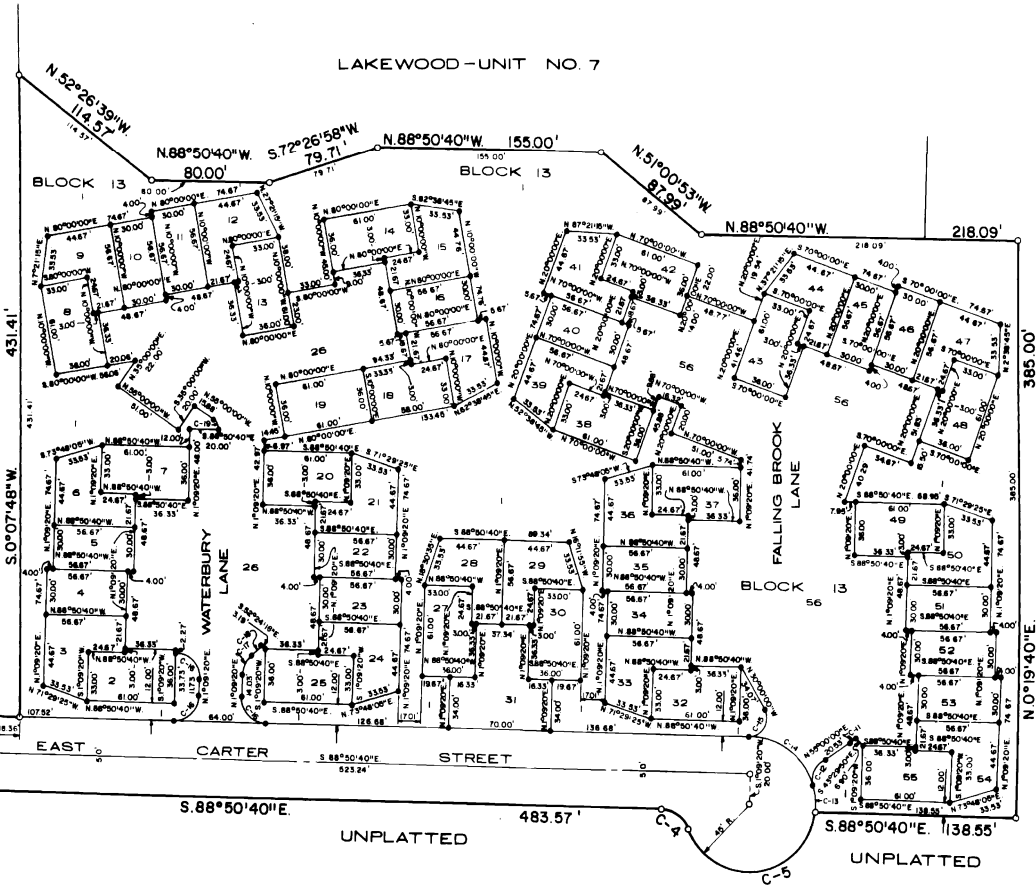
BOISE, ADA COUNTY, IDAHO
1979



NOTES

- All lot lines common to a public right-of-way have a ten (10) foot wide permanent public utilities, drainage and irrigation easement.
- Building set-backs in this subdivision shall conform to the applicable Zoning Regulations of Ada County and Boise City, as modified by Conditional Use Permit No. CU-4-79.
- Public Utility Companies are given the right to locate, construct and maintain Mains and Service Lines in Lots 1, 26, 31 and 56.
- Lots 26, 31 and 56 are hereby designated as Motor Court Lots.
- Lot 1 is hereby designated as a Common Landscape Lot.
- Lots 1, 26, 31, and 56 have a Blanket Drainage, Irrigation and Sanitary Sewer Easement.

LAKEWOOD-UNIT NO. 7



CURVE DATA

CURVE	RADIUS	Δ	TANGENT	LENGTH	CHORD LENGTH	CHORD BEARING
C-1	2000	90°00'00"	2000	3142	28.28	N44°07'48"E
C-2	3950	47°28'11"	28.83	76.85	76.85	S82°39'02"E
C-3	274.64	137°24'43"	44.92	88.53	88.43	S81°00'00"E
C-4	2000	87°22'48"	13.33	23.82	22.19	S83°09'18"E
C-5	4500	91°00'00"	174.00	118.60	87.13	N83°02'00"E
C-6	318.64	89°31'22"	47.72	94.77	94.44	N80°54'00"W
C-7	380.00	17°32'54"	36.24	111.78	111.35	N41°00'45"W
C-8	2000	90°00'00"	2000	3142	28.28	N44°07'48"W
C-9	1350.00	18°03'28"	47.33	94.04	93.73	S81°48'48"E
C-10	353.84	18°03'28"	48.74	98.94	92.87	S81°18'58"E
C-11	37.82	8°29'50"	2.78	5.58	5.57	N50°45'00"E
C-12	1700	17°08'48"	8.18	16.11	16.78	N48°25'00"E
C-13	4600	23°41'53"	8.44	16.61	18.48	N48°48'00"W
C-14	4600	72°40'58"	33.11	67.08	53.32	N32°50'12"W
C-15	12.42	21°09'00"	28.04	28.08	21.54	N30°54'40"E
C-16	1700	90°00'00"	1700	24.42	24.04	N30°54'40"E
C-17	1700	90°00'00"	1700	24.42	24.04	N30°54'40"E
C-18	3700	12°41'52"	4.12	8.20	8.19	N43°08'40"E
C-19	812	88°09'20"	4.33	7.86	7.84	N28°58'00"W

BASIS OF BEARING

Basis of Bearing for this Subdivision is on the Modified State Plane Coordinate System.

LEGEND

- Brass Cap
- 5/8" x 30" Iron Pin
- 1/2" x 24" Iron Pin

TRIANGLE DEVELOPMENT COMPANY
Developer
Boise, Idaho

J-U-B ENGINEERS, INC.
Engineers Planners
Boise, Idaho

Sanitary reference to Section 26, Chapter 3, Idaho Code.

KNOW ALL MEN BY THESE PRESENTS: THAT TRIANGLE DEVELOPMENT COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS WITHIN THE STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MARKING THE NORTHWEST CORNER OF THE NE 1/4 OF SECTION 26, T.3N., R.2E., B.M., ADA COUNTY, IDAHO; THENCE SOUTH 0°07'48" WEST 722.78 FEET ALONG THE WESTERLY BOUNDARY OF THE SAID NE 1/4 OF SECTION 26 TO A POINT; THENCE SOUTH 89°52'12" EAST 33.00 FEET TO A BRASS CAP MARKING A POINT OF BEGINNING OF CURVE, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES TO IRON PINS: NORTHEASTERLY ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, TANGENTS OF 20.00 FEET AND A LONG CHORD OF 28.28 FEET BEARING NORTH 45°07'48" EAST TO A POINT OF TANGENT; THENCE SOUTH 89°52'12" EAST 39.50 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 76.85 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 140°26'15" A RADIUS OF 305.00 FEET, TANGENTS OF 38.63 FEET AND A LONG CHORD OF 76.65 FEET BEARING SOUTH 82°39'05" EAST TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT 88.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 130°24'43", A RADIUS OF 378.64 FEET, TANGENTS OF 44.52 FEET AND A LONG CHORD OF 88.43 FEET BEARING SOUTH 82°08'18" EAST TO A POINT OF TANGENT; THENCE SOUTH 88°50'40" EAST 483.57 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 23.11 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 67°22'48", A RADIUS OF 20.00 FEET, TANGENTS OF 13.33 FEET AND A LONG CHORD OF 22.19 FEET BEARING SOUTH 55°09'16" EAST TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT 118.60 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 151°00'00", A RADIUS OF 45.00 FEET, TANGENTS OF 174.00 FEET AND A LONG CHORD OF 87.13 FEET BEARING NORTH 89°02'08" EAST TO A POINT OF ENDING OF CURVE; THENCE SOUTH 88°50'40" EAST 138.55 FEET; THENCE NORTH 0°19'40" EAST 385.00 FEET; THENCE ALONG THE EXTENDED SOUTHERLY BOUNDARY AND THE SOUTHERLY BOUNDARY OF LAKEWOOD UNIT NO. 7, A SUBDIVISION, AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 45 OF PLATS AT PAGES 3653 AND 3654 THE FOLLOWING COURSES AND DISTANCES: NORTH 88°50'40" WEST 218.09 FEET; THENCE NORTH 51°00'53" WEST 87.99 FEET; THENCE NORTH 88°50'40" WEST 155.00 FEET; THENCE SOUTH 72°26'58" WEST 79.71 FEET; THENCE NORTH 88°50'40" WEST 80.00 FEET; THENCE NORTH 52°26'39" WEST 114.57 FEET; THENCE LEAVING THE SAID SOUTHERLY BOUNDARY OF LAKEWOOD UNIT NO. 7 SOUTH 0°07'48" WEST 431.41 FEET ALONG A LINE EASTERLY OF AND PARALLEL TO THE SAID WESTERLY BOUNDARY OF THE NE 1/4 OF SECTION 26 TO A POINT OF BEGINNING OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT 94.77 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 160°31'22", A RADIUS OF 328.64 FEET, TANGENTS OF 47.72 FEET AND A LONG CHORD OF 94.44 FEET BEARING NORTH 80°34'59" WEST TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT 111.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 170°32'54", A RADIUS OF 365.00 FEET, TANGENTS OF 56.34 FEET AND A LONG CHORD OF 111.35 FEET BEARING NORTH 81°05'45" WEST TO A POINT OF TANGENT; THENCE NORTH 89°52'12" WEST 39.50 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, TANGENTS OF 20.00 FEET AND A LONG CHORD OF 28.28 FEET BEARING NORTH 44°52'12" WEST TO A POINT OF ENDING OF CURVE; THENCE NORTH 89°52'12" WEST 8.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GEXELER LANE; THENCE SOUTH 0°07'48" WEST 100.00 FEET ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF GEXELER LANE; THENCE SOUTH 89°52'12" EAST 8.00 FEET TO THE POINT OF BEGINNING, COMPRISING 7.00 ACRES, MORE OR LESS.

THE STREETS, AS SHOWN ON THIS PLAT OF LAKEWOOD UNIT NO. 9, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC, AND THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

BUILDING AND OCCUPANCY RESTRICTIONS-SEE INSTRUMENT NO. _____ OF MISCELLANEOUS RECORDS, ADA COUNTY, IDAHO, FOR BUILDING AND OCCUPANCY RESTRICTIONS FILED ON THE _____ DAY OF _____, 1979, IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 3rd DAY OF April, 1979.

TRIANGLE DEVELOPMENT COMPANY

William D. Tate
WILLIAM D. TATE, PRESIDENT

Fred L. Kopke
FRED L. KOPKE, SECRETARY

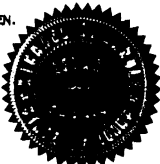


STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 3rd DAY OF April, 1979, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WILLIAM D. TATE, KNOWN TO ME TO BE THE PRESIDENT, AND FRED L. KOPKE, KNOWN TO ME TO BE THE SECRETARY OF TRIANGLE DEVELOPMENT COMPANY, THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Michael D. Wardlee
NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO



APPROVAL OF CITY ENGINEER

I, CHARLES R. MICKELSON, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO HEREBY APPROVED THIS PLAT OF LAKEWOOD UNIT NO. 9.

Charles R. Mickelson
CHARLES R. MICKELSON
CITY ENGINEER



I, HAROLD J. COX, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF LAKEWOOD UNIT NO. 9, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Harold J. Cox
3/26/79
HAROLD J. COX
LICENSE NO. 1347

APPROVAL OF CITY COUNCIL

I, JOHN H. DIEFFENBACH, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 2ND DAY OF April, 1979, THIS PLAT OF LAKEWOOD UNIT NO. 9 WAS DULY ACCEPTED AND APPROVED.

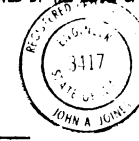
John H. Dieffenbach
JOHN H. DIEFFENBACH, CITY CLERK, BOISE, IDAHO

ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ON THE 29th DAY OF March, 1979.

PLANNING & DESIGN ENGINEER

John A. Jones
APPROVAL



ADA COUNTY HIGHWAY DISTRICT

Karl Peterson
CHAIRMAN

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.

Nancy G. Bell
CENTRAL DISTRICT HEALTH DEPARTMENT
ADA COUNTY

CERTIFICATE OF COUNTY ENGINEER

I, DAVID M. COLLINS, REGISTERED ENGINEER FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT OF LAKEWOOD UNIT NO. 9 AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

David M. Collins
DAVID M. COLLINS, COUNTY ENGINEER

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO) SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF _____ AT _____ MINUTES PAST _____ O'CLOCK _____ M., THIS _____ DAY OF _____, 1979, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ AND _____

_____ DEPUTY

_____ EX-OFFICIO RECORDER

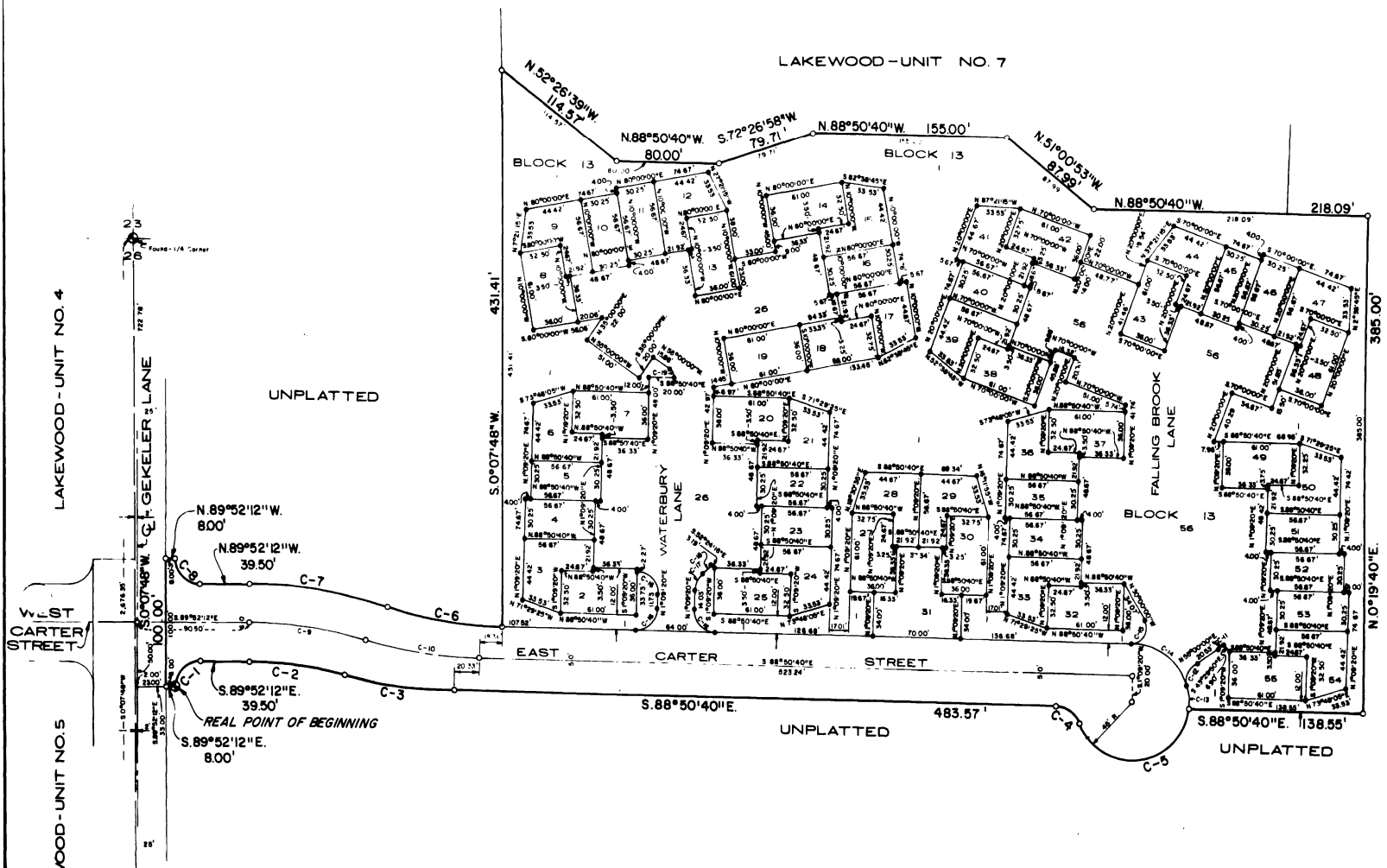
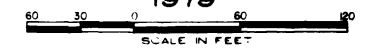
FEE \$5.00

PLAT APPROVED BY
ADA COUNTY ASSOCIATION

AMENDED PLAT OF
LAKEWOOD-UNIT NO. 9

A SUBDIVISION
A PORTION OF THE NW 1/4 NE 1/4, SECTION 26,
T 3N, R 2E, B. M.

BOISE, ADA COUNTY, IDAHO
1979



CURVE DATA

CURVE	RADIUS	Δ	TANGENT LENGTH	CHORD LENGTH	CHORD BEARING
C-1	8000	90°00'00"	20.00	31.42	N 45°07'48"E
C-2	39.50	174°28'11"	38.83	78.85	S 82°39'02"E
C-3	376.84	137°24'51"	44.52	68.53	S 81°08'11"E
C-4	8000	87°22'48"	13.32	22.82	N 85°20'18"E
C-5	39.50	181°50'00"	39.50	79.00	N 83°03'00"E
C-6	39.50	174°28'11"	38.83	78.85	N 82°39'02"E
C-7	39.50	174°28'11"	38.83	78.85	N 82°39'02"E
C-8	8000	90°00'00"	20.00	31.42	N 45°07'48"E
C-9	39.50	174°28'11"	38.83	78.85	S 82°39'02"E
C-10	39.50	174°28'11"	38.83	78.85	S 82°39'02"E
C-11	37.83	89°29'50"	3.78	6.98	N 80°45'08"E
C-12	1700	175°09'48"	18.18	31.11	N 10°18'07"E
C-13	48.00	237°41'53"	8.44	16.81	N 4°01'48"E
C-14	48.00	237°41'53"	8.44	16.81	N 4°01'48"E
C-15	17.00	170°00'00"	17.00	34.00	N 83°24'40"E
C-16	17.00	170°00'00"	17.00	34.00	N 83°24'40"E
C-17	17.00	170°00'00"	17.00	34.00	N 83°24'40"E
C-18	87.00	178°11'58"	5.12	9.20	N 43°38'40"E
C-19	8.12	89°08'00"	6.32	7.84	N 82°59'40"E

BASIS OF BEARING

Basis of Bearing for this Subdivision is on the Modified State Plane Coordinate System.

LEGEND

- Brass Cap
- 5/8" x 30" Iron Pin
- 1/2" x 24" Iron Pin

NOTES

1. All lot lines common to a public right-of-way have a ten (10) foot wide permanent public utilities, drainage and irrigation easement.
2. Building set-backs in this subdivision shall conform to the applicable Zoning Regulations of Ada County and Boise City, as modified by Conditional Use Permit No. CU-4-79.
3. Public Utility Companies are given the right to locate, construct and maintain Mains and Service Lines in Lots 1, 26, 31 and 56.
4. Lots 26, 31 and 56 are hereby designated as Motor Court Lots.
5. Lot 1 is hereby designated as a Common Landscape Lot.
6. Lots 1, 26, 31, and 56 have a Blanket Drainage, Irrigation and Sanitary Sewer Easement.
7. This Plat is subject to compliance with Idaho Code Section 31-3805. No irrigation water will be supplied to individual lots.

TRIANGLE DEVELOPMENT COMPANY, INC.
Developer
Boise, Idaho

J-U-B ENGINEERS, INC.
Engineers Planners
Boise, Idaho

AMENDED PLAT OF LAKEWOOD-UNIT NO. 9

CERTIFICATE OF OWNERS

CERTIFICATE OF ENGINEER

Book 46
Page 3787

KNOW ALL MEN BY THESE PRESENTS: THAT TRIANGLE DEVELOPMENT COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS WITHIN THE STATE OF IDAHO, AND HERITAGE HOMES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, AND DULY QUALIFIED TO DO BUSINESS WITHIN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

I, D. MICHAEL PRESTON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER, LICENSED BY THE STATE OF IDAHO, AND THAT THIS AMENDED PLAT OF LAKEWOOD-UNIT NO. 9, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ALL OF LAKEWOOD - UNIT NO. 9, A SUBDIVISION, AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO IN BOOK 46 OF PLATS AT PAGES 3761 AND 3762; BEGINNING AT A BRASS CAP MARKING THE NORTHWEST CORNER OF THE NE 1/4 OF SECTION 26, T.3N., R.2E., B.M., ADA COUNTY, IDAHO; THENCE SOUTH 0°07'48" WEST 722.78 FEET ALONG THE WESTERLY BOUNDARY OF THE SAID NE 1/4 OF SECTION 26 TO A POINT; THENCE SOUTH 89°52'12" EAST 33.00 FEET TO A BRASS CAP MARKING A POINT OF BEGINNING OF CURVE ON THE WESTERLY BOUNDARY OF THE SAID LAKEWOOD - UNIT NO. 9, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE ALONG THE SAID WESTERLY, NORTHERLY AND WESTERLY BOUNDARIES OF THE SAID LAKEWOOD - UNIT NO. 9 THE FOLLOWING COURSES AND DISTANCES TO INCH PINS: NORTHEASTERLY ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, TANGENTS OF 20.00 FEET AND A LONG CHORD OF 28.28 FEET BEARING NORTH 45°07'48" EAST TO A POINT OF TANGENT; THENCE SOUTH 89°52'12" EAST 39.50 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 76.85 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 149°26'15", A RADIUS OF 305.00 FEET, TANGENTS OF 38.63 FEET AND A LONG CHORD OF 76.85 FEET BEARING SOUTH 82°39'05" EAST TO A POINT OF REVERSE CURVE; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVE TO THE LEFT 88.63 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 15°24'49", A RADIUS OF 44.52 FEET AND A LONG CHORD OF 88.43 FEET BEARING SOUTH 82°08'18" EAST TO A POINT OF TANGENT; THENCE SOUTH 88°50'40" EAST 483.57 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 23.52 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 67°22'48", A RADIUS OF 20.00 FEET, TANGENTS OF 13.33 FEET AND A LONG CHORD OF 22.19 FEET BEARING SOUTH 55°09'16" EAST TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT 118.60 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 151°00'00", A RADIUS OF 45.00 FEET, TANGENTS OF 174.00 FEET AND A LONG CHORD OF 87.13 FEET BEARING NORTH 83°02'08" EAST TO A POINT OF ENDING OF CURVE; THENCE SOUTH 88°50'40" EAST 138.55 FEET TO THE SOUTHEAST CORNER OF THE SAID LAKEWOOD - UNIT NO. 9; THENCE NORTH 0°19'40" EAST 385.00 FEET TO THE NORTHEAST CORNER OF THE SAID LAKEWOOD - UNIT NO. 9; THENCE NORTH 88°50'40" WEST 218.09 FEET; THENCE NORTH 51°00'53" WEST 87.99 FEET; THENCE NORTH 88°50'40" WEST 155.00 FEET; THENCE SOUTH 72°26'58" WEST 79.71 FEET; THENCE NORTH 88°50'40" WEST 80.00 FEET; THENCE NORTH 52°26'39" WEST 114.57 FEET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 13 OF THE SAID LAKEWOOD - UNIT NO. 9; THENCE SOUTH 0°07'48" WEST 431.41 FEET ALONG THE WESTERLY BOUNDARY OF THE SAID LOT 1 OF BLOCK 13 OF LAKEWOOD - UNIT NO. 9 TO A POINT OF BEGINNING OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT 94.77 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°31'22", A RADIUS OF 328.64 FEET, TANGENTS OF 47.72 FEET AND A LONG CHORD OF 94.44 FEET BEARING NORTH 80°34'59" WEST TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT 111.79 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°32'50", A RADIUS OF 365.00 FEET, TANGENTS OF 56.34 FEET AND A LONG CHORD OF 111.35 FEET BEARING NORTH 81°05'45" WEST TO A POINT OF TANGENT; THENCE NORTH 89°52'12" WEST 39.50 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, TANGENTS OF 20.00 FEET AND A LONG CHORD OF 28.28 FEET BEARING NORTH 44°52'12" WEST TO A POINT OF ENDING OF CURVE; THENCE NORTH 89°52'12" WEST 8.00 FEET TO THE NORTHWEST CORNER OF THE SAID LAKEWOOD - UNIT NO. 9; THENCE SOUTH 0°07'48" WEST 100.00 FEET TO THE SOUTHWEST CORNER OF THE SAID LAKEWOOD - UNIT NO. 9; THENCE SOUTH 89°52'12" EAST 8.00 FEET TO THE POINT OF BEGINNING, COMPRISING 7.00 ACRES, MORE OR LESS.

THE STREETS, AS SHOWN ON THIS AMENDED PLAT OF LAKEWOOD-UNIT NO. 9, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC, AND THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

BUILDING AND OCCUPANCY RESTRICTIONS-SEE INSTRUMENT NO. _____ OF MISCELLANEOUS RECORDS, ADA COUNTY, IDAHO, FOR BUILDING AND OCCUPANCY RESTRICTIONS FILED ON THE _____ DAY OF _____, 1979, IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 5th DAY OF May, 1979.

TRIANGLE DEVELOPMENT COMPANY

William D. Tate
WILLIAM D. TATE, PRESIDENT
HERITAGE HOMES, INC.

Fred L. Kopke
FRED L. KOPKE, SECRETARY

STATE OF IDAHO)
COUNTY OF ADA)
ss *Fred L. Kopke*
FRED L. KOPKE, PRESIDENT
Clair F. Eberhardt
CLAIR F. EBERHARDT, SECRETARY

ON THIS 5th DAY OF May, 1979, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WILLIAM D. TATE, KNOWN TO ME TO BE THE PRESIDENT, AND FRED L. KOPKE, KNOWN TO ME TO BE THE SECRETARY OF TRIANGLE DEVELOPMENT COMPANY, THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Michael A. Brander
NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO

APPROVAL OF CITY ENGINEER

I, CHARLES R. MICKELSON, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO HEREBY APPROVED THIS AMENDED PLAT OF LAKEWOOD-UNIT NO. 9.

Charles R. Mickelson
CHARLES R. MICKELSON
CITY ENGINEER

STATE OF IDAHO)
COUNTY OF ADA)

ON THIS 10th DAY OF May, 1979, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FRED L. KOPKE, KNOWN TO ME TO BE THE PRESIDENT, AND CLAIR F. EBERHARDT, KNOWN TO ME TO BE THE SECRETARY OF HERITAGE HOMES, INC., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Michael A. Brander
NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO

PLAT APPROVED
ADA COUNTY ENGINEER'S OFFICE
APPROVED BY *Charles R. Mickelson* 5-10-79

INSTRUMENT NO. 792536

STATE OF IDAHO)
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Triangle Development AT 27 MINUTES PAST 11 O'CLOCK A.M., THIS 10th DAY OF May, 1979, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 46 OF PLATS AT PAGES 3787 AND 3788.

William E. Nichols
DEPUTY

FEE \$5.00

John Bartula
EX-OFFICIO RECORDER

COUNTY RECORDER'S CERTIFICATE



CERTIFICATE OF COUNTY ENGINEER

I, DAVID M. COLLINS, REGISTERED ENGINEER FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS AMENDED PLAT OF LAKEWOOD-UNIT NO. 9 AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

David M. Collins
DAVID M. COLLINS
REGISTERED ENGINEER



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.

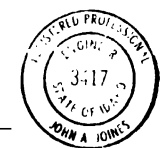
BY *Nancy Brundage* 5/9/79
CENTRAL DISTRICT HEALTH DEPARTMENT

ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ON THE 8th DAY OF May, 1979.

PLANNING & DESIGN ENGINEER

John A. Joines
APPROVAL



ADA COUNTY HIGHWAY DISTRICT

Carl Dieffenbach
CHAIRMAN



D. Michael Preston 5/7/79
D. MICHAEL PRESTON
REGISTERED PROFESSIONAL ENGINEER

APPROVAL OF CITY COUNCIL

I, JOHN H. DIEFFENBACH, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 10th DAY OF April, 1979, THIS AMENDED PLAT OF LAKEWOOD-UNIT NO. 9 WAS DULY ACCEPTED AND APPROVED.

John H. Dieffenbach
JOHN H. DIEFFENBACH, CITY CLERK, BOISE, IDAHO

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAKEWOOD - UNIT NO. 9, A SUBDIVISION, AS AMENDED
DATED: May 8, 1979
Recorded: May 18, 1979
Instrument No. 7927028

THIS DECLARATION, Made on the date hereinafter set forth by
TRIANGLE DEVELOPMENT COMPANY, an Idaho corporation, hereinafter
referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate
in Boise, County of Ada, State of Idaho, which is more particularly
described as:

All the lands located in Lakewood - Unit No. 9, a sub-
division, as amended, according to the official plat
thereof on file in the official plat thereof on file in
the Office of the County Recorder of Ada County, State
of Idaho, in Book 46 of Plats at pages 3787
and 3788, hereinafter referred to as Lakewood - Unit
No. 9.

NOW, THEREFORE, Declarant hereby declares that all the properties
described above shall be held, sold and conveyed subject to the fol-
lowing easements, restrictions, covenants and conditions, which are
for the purpose of protecting the value and desirability of, and which
shall run with, the real property and be binding on all parties having
any right, title or interest in the described properties or any part
thereof, their heirs, successors and assigns, and shall inure to the
benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKEWOOD NO. 9
HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized under
the laws of the State of Idaho, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one (1) or more persons or entities, of a fee simple title
to any Lot which is a part of the Properties, including contract
sellers, but excluding those having such interest merely as security
for the performance of an obligation.

- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (c) The right of the Association to dedicate or transfer all or any part of the 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 two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. PAMA. The Association and the Declarant, where applicable, shall have a right and easement to make such use of PAMA areas as may be necessary or appropriate for the performance of the duties and functions which it is obligated to or permitted to perform under this Declaration. In addition, the Association and/or Declarant, as may be applicable, shall have the right to make such reasonable rules and regulations regarding the use of the PAMA area, including any improvements that may be constructed thereon, and uses of said PAMA area by the Owners and other persons entitled to such use. The Owners of each Lot shall have the exclusive right to use the PAMA area located within their respective Lot, subject to such rights reserved in the Association and/or Declarant and such rules and regulations as may be set out regarding said PAMA areas.

ARTICLE III

RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in Declaration, the Declarant expressly reserves unto:

- (a) Itself, its employees, successors and assigns, its agents, representatives, contractors and their properties, if any such properties, and their successors and assigns, easements and rights-of-way on, over and across all or any part of the private streets for vehicular and pedestrian ingress and egress to and from expansion properties, if any;
- (b) Itself, its successors and assigns (including any district or other entity providing water, sewer, gas, oil, electricity, telephone, cable television if any, to which Declarant

Section 3. "Properties" shall mean and refer to that certain real property herinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all the Properties except the portions thereof within the boundaries of any Lot as shown on the site plan; such term shall include all improvements which are within the Common Area, including without limitation, all private parking areas, all pond and creek systems, exterior lighting, benches and walks. Said areas are intended to be devoted to the common use and enjoyment of Owners (subject to the provisions hereof) and are not dedicated for use by the general public.

The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lots 1, 26, 31 and 56, Block 13, of the Amended Plat of Lakewood - Unit No. 9, A Subdivision, Ada County, State of Idaho.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to TRIANGLE DEVELOPMENT COMPANY, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Private Area Maintained by Association," hereinafter referred to as "PAMA," shall mean that portion of each Lot designated on the Plat of Lakewood - Unit No. 9, with the exception of the unit built or to be built on said Lot and private driveways and any appurtenances to said unit such as patios, decks, or similar devices.

Section 8. Whenever the context so requires, the use of the singular, and the use of any gender shall include all genders.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

shall assign any of its rights hereunder) easements on, over and under and across all or any part of the Common Area and PAMA, where applicable, for installation, use, maintenance and repair of all lines, wires, pipes and all other things necessary for all such services; provided, that all work done in connection therewith shall be performed with reasonable care and the surface of said easement and right-of-way area shall be restored to the level and condition that existed prior to the doing of such work; and

- (c) Itself, its employees, agents, representatives, contractors and their employees the right to use the Common Area and PAMA, where applicable, to facilitate and complete the development for the project and the expansion properties, if any, including without limitation the use of the Common Area and PAMA, where applicable, for:
- (1) Construction, excavation, grading, landscaping, parking and/or storage;
 - (2) The maintenance and operation of a sales office and model units for sales purposes;
 - (3) The showing to potential purchasers of any unsold Lot, unit, or improvement within the project or of any part of expansion properties, if any;
 - (4) The display of signs to aid in the sale of any unsold Lots and units or all or parts of expansion properties, if any; and
 - (5) To operate and maintain all or any portion of Common Area owned by Declarant and PAMA owned by Owners, as provided in Article II.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment 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.

Section 2. The Association shall have two (2) classes of voting membership.:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On July 1, 1983.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each 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) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property 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 Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose 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 Properties and for the improvement and maintenance of the Common Area and PAMA areas.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Forty Dollars (\$540.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding year ending July 31.

- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) The Board of Directors may fix the annual assessment of an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and PAMA areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject of the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all

Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. 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 due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. 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. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

MAINTENANCE

Section 1. Exterior Maintenance. In addition to the maintenance upon the Common Area and PAMA areas. LAKEWOOD UNIT NO. 9 HOME-OWNERS ASSOCIATION shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass services.

In the event the need for maintenance of repairs is caused through the willful or negligent act of the Owner, his family or guests or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Section 2. Private Drive Maintenance. The Association shall provide perpetual maintenance for the care, repair, and replacement of private drives intended for traffic flow, circulation, and parking in such a manner that said drives are safe and hazard free.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall will be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator; and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Insurance. The owner of every building or dwelling unit located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof, purchased through one or more companies selected by the Association, naming the Association as an additional insured, and shall upon request cause the insurance company to furnish the Association with a certificate showing said insurance to be in effect. If any Owner fails to furnish the Association with said certificate, the Association may obtain (but it shall not be obligated to do so) such insurance, with the proceeds payable to the owner, any mortgagees and to the Association as their respective interest may appear. The Association shall assess the cost of such insurance against the Owner, and such assessment shall become a lien and collectible and enforceable in the same manner as all assessments provided for herein.

ARTICLE IX

USE AND OTHER RESTRICTIONS

Section 1. Restrictions Not Applicable to Declarant. Notwithstanding anything contained in this Article or the Declaration to the contrary, the restrictions in this Article IX shall not apply to Declarant.

Section 2. Common Area Restriction. All use and occupancy of the Common Area shall be subject to and governed by the rules and regulations adopted by the Association. No damage or waste shall be committed to any Lot, unit, improvement, PAMA area or to the Common Area. No Owner shall change or alter any of the Common Area or any of the PAMA areas or any other exterior portion of an improvement of a Lot without the prior written consent of the Association.

Section 3. Unsightly Structures or Equipment. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly facilities or equipment shall be enclosed within approved structures or appropriately screened from view. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view, except when necessarily placed for pickup by garbage removal facilities. Storage piles and equipment for hanging, drying or airing clothing or household fabric shall be appropriately screened from view.

Section 4. Vehicle Parking. No campers, recreational vehicles, trailers, boats, motorcycles, or similar vehicles and no working or commercial vehicles of three-quarter (3/4) ton or greater, and no junk cars or other unsightly vehicles shall be regularly or as a matter of practice parked on any Lot unless properly garaged and shall not be parked on any public street or private drive adjacent thereto. Nor shall any such vehicles be parked regularly or as a matter of practice upon any Common Area or any general use off-street parking facility. Nor shall any vehicle at any time be parked in emergency vehicle/fire lane drives or turn arounds. All other parking of equipment shall be prohibited, except as approved in writing by the Architectural Control Committee.

Section 5. Landscaping. No Owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area without the written consent of the Architectural Control Committee.

Section 6. Noxious Use of Property. No portion of the Common Area, residential lot or building site or any structure thereon shall be used for the conduct of any trade or business or professional activities, and noxious or undesirable acts, or undesirable use of any portion of the real property is prohibited and shall not be permitted or maintained; provided, however, that an office or model home for the purpose of the development, construction and sale for the Lots and homes in said LAKEWOOD - UNIT NO. 9, a subdivision, or immediate or adjacent subdivision which will be developed and improved in the overall plan of the undersigned of which LAKEWOOD - UNIT NO. 9 is a portion may be maintained.

Section 7. Signs. No sign of any kind shall be displayed to the public view on the Common Area or on any residential Lot, except on (1) sign of not more than five (5) square feet advertising the property for sale or a professionally prepared rental sign which shall not exceed one (1) square foot in size and which may be displayed only inside a window; or signs used by a builder to advertise the property during the construction and sales period; or one (1) subdivision identification sign of a size and design approved by the Architectural Control Committee.

Section 8. Use of Garages. Garages shall be used only for parking of automobiles or other vehicles and storage of related household items. At no time shall such vehicle parking be displaced or said space be converted into living area of the dwelling unit.

Section 9. Pets. No animals shall be kept or harbored within the project, except that any Owner may keep one (1) cat and/or one (1) dog of twenty-five (25) pounds or less as household pets, subject to the rules and regulations of the Association. Nor shall any such household pet be kept which unreasonably bothers or constitutes a nuisance to other Owners of other residential Lots. Any such household pets shall be kept on leashes at all times that they are within the project and outside the units. It shall be the obligation of each Owner owning a pet to control it in

accordance with the rules and regulations of the Association and the animal control laws of the City of Boise.

Section 10. Exterior Antennas. No outside television antennas or radio aeriads shall be installed on any residential lot or the exterior of any residence.

Section 11. Control of Exterior Walls, Roofs, Fences, Etc. The Architectural Control Committee shall have the right to control the texture, design, and color scheme of outside walls, fences, roofs, and patio roofs, and to specify standards and uniformity thereof in accordance with the provisions of Article XII hereof.

ARTICLE X

EASEMENTS

Section 1. Ingress and Egress. A perpetual right of ingress and egress over private drives intended for traffic flow and circulation is granted to each Owner, to emergency vehicles, to utility and service company vehicles, to guests and others who have lawful need to utilize such facilities for access to any dwelling unit.

Section 2. Driveways. Each Owner shall have an exclusive right to use and enjoy the private driveway appurtenant to his Lot as shown on the site plan.

Section 3. Owner's Rights in Lot Subject to the Provisions of this Declaration. Each Owner shall own his Lot in fee simple and shall have full and complete dominion thereof subject to the provisions fo this Declaration.

Section 4. Owner's Easement for Access, Support and Utilities. Each Owner shall have a nonexclusive easement over the Common Area for access to his Lot, provided that access by vehicle shall be only across drives and ways provided for that purpose. Each Owner shall have a nonexclusive easement in and over adjacent Lots and units as may be required for utility services, including water, sewer, gas, electricity, telephone, television, and other similar services.

Section 5. Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Lot or the patio or private driveway appurtenant therto, an easement for such encroachment and for the maintenance fo the same shall and does exist. If any part of a unit encroaches or shall hereafter (whether because of reconstruction or otherwise) encroach upon the Common Area, or upon enother Lot, the Owner of that unit shall and does have an easement for such encroachment and for the maintenance of the same. Encroachments referred to herein include, but are not limited to, encreachments caused by error in the original construction of any of the improvements, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the

project of any part thereof. An overhang easement is granted to any Owner whose roof, eaves, gutters or similar items overhang the Lot of another Owner or the Common Area.

Section 6. Easement in Lots for Repair, Maintenance and Emergencies. The Association shall have an easement as may be necessary for access through each Lot from time to time, during reasonable hours, as may be necessary for the maintenance, repair or replacement of any of the Common Area or PAMA areas accessible therefrom or for making emergency repairs or improvements to a unit conveniently, or to reconstruct such unit in the event of a casualty, it may be desirable to do so through another Owner's Lot or unit; and all Owners hereby grant to all other Owners an easement for such purpose. If any damage shall be done to another's Lot or unit or to the Common Area in exercising the rights granted in this Section 6, such damage shall be restored by the Association or the Owner creating such damage.

Section 7. Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances of and other instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as are provided for herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE XI

EXPANSION

Section 1. Reservation of Right to Expand. Declarant reserves the right from time to time to expand project to include any part of or all other properties hereinafter designated in these Articles as "Expansion Properties" and any improvements now or hereafter located thereon.

Section 2. Supplemental Declaration. Such expansion shall be accomplished by filing for recordation in the county in which Expansion Properties are located no later than July 1, 1985, a supplement or supplements to this Declaration executed by Declarant containing (a) a legal description of the portion of Expansion Properties to be included with the Properties and added to the project and (b) a statement that Declarant agrees that said portion of Expansion Properties and the Owners of all Lots therein shall be subject to all the restrictions, reservations, conditions, covenants and agreements contained in this Declaration. A revised site plan showing the entire project as expanded shall be subject to all the restrictions, reservations, conditions, covenants and agreements contained in this Declaration. A revised site plan showing the entire project or in such other manner as Declarant shall determine appropriate under the laws of Idaho and under municipal or other governmental orders, regulations, ordinances, or rules relating to the filing of such a site plan. Upon the filing of such supplement or supplements and revised site plan, all the real property described in such supplement or supplements, as well as the real property described on page 1 thereof, shall be subject to the terms and provisions of this Declaration; and the definitions of Lot and Owner. All Owners of Lots located within the expanded project

shall be subject to all easements, restrictions, and reservations set forth in this Declaration.

ARTICLE XII

ARCHITECTURAL CONTROL

No building, fence, wall, patio cover, window awning or other structure shall be commenced, erected or maintained upon the Lots, Common Areas, including PAMA areas, or other properties within the project; nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XIII

UMBRELLA ASSOCIATION OR COMMON MAINTENANCE CONTRACTS

Owners in Lakewood Unit No. 9 Homeowners Association, Inc., understand and agree that future changes and developments in the area, including economic considerations, may make it desirable and expedient to enter into contracts with other Homeowners Associations in the area for common use of and maintenance of common areas of the respective Associations, including common contracts with maintenance service organizations. Said changes and developments may further make it desirable and expedient to form one Umbrella Homeowners Association, Inc., and other Subdivision Homeowners Association in the area.

Such Umbrella Association or common contracts may be entered into so long as same do not materially affect the terms, covenants or restrictions contained herein regarding Lakewood - Unit No. 9 Subdivision without amendments duly made as set out hereafter.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any 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 Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18th day of May, 1979.

TRIANGLE DEVELOPMENT COMPANY

By _____
President

ATTEST:

Secretary

STATE OF IDAHO

County of Ada

}
} ss.

On this 18th day of May, 1979, before me, the undersigned, a Notary Public in and for said state, personall appeared WILLIAM D. TATE and FRED L. KOPKE, known to me to be the President and Secretary, respectively, of TRIANGLE DEVELOPMENT COMPANY, and acknowledged to behalf of said corporation.

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

HERITAGE HOMES, INC.

BY _____
President

ATTEST:

Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1979, before me, the undersigned, a Notary Public in and for said state, personally appeared FRED L. KOPKE and CLAIR F. EBERHARDT, known to me to be the President and Secretary, respectively, of HERITAGE HOMES, INC., and acknowledged to me that they executed the within instrument for and on behalf of said corporation.

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

Notary Public for Idaho
Residence: Boise, Idaho

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF
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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEWOOD UNIT NO. 9, A SUBDIVISION, AS AMENDED

THIS AMENDMENT, made on the date below set forth, by the Lakewood Homeowners Association, Inc., an Idaho Corporation, to that certain Declaration of Covenants, Conditions and Restrictions Recorded May 18, 1979, as Instrument No. 7927028, Records of Ada County, Idaho, and relating to that certain real property situate in Boise, County of Ada, State of Idaho more particularly described as:

All the lands located in Lakewood Unit No. 9, a subdivision, as amended, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 46 of Plats at pages 3787 and 3788.

Article V, Section 8, of said Declaration is hereby DELETED and a NEW Section is SUBSTITUTED therefore as follows:

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. The Board shall have the right to adopt a policy regarding late fees and penalties. Such a policy shall be adopted by a majority of the Board members at a meeting of the Board and shall be distributed in writing to all owners within 10 days of adoption. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

I hereby certify that the above and foregoing Amendment was duly adopted by the Lakewood Homeowners Association, Inc., pursuant to Chapter 15 of Title 55, Idaho Code, and was amended by an instrument signed by not less than seventy-five percent of the Lot owners pursuant to amendment provisions set forth in Article XIV, Section 3, of said Declaration. Said instrument is on file in the corporate books and records of the Corporation for inspection.

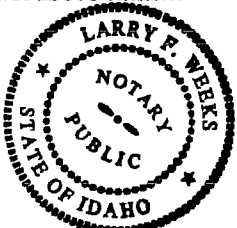
DATED this 12th day of August, 2002.

Diane Beuerman
DIANE BEUERMAN
President, Lakewood Unit No. 9
Homeowners Association, Inc.

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of August, 2002, before me, a Notary Public in and for said State, personally appeared DIANE BEUERMAN, known or identified to me to be the president of the corporation whose name is subscribed to the above and foregoing instrument, and who acknowledged to me that such corporation executed the same.

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



Larry F. Weeks
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 3/19/06



**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKEWOOD UNIT NO. 9, A SUBDIVISION, AS AMENDED**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Lakewood Unit No. 9 (“**Second Amendment**”), dated effective December 27, 2017, is recorded by Lakewood Unit No. 9 Homeowners Association, Inc., an Idaho non-profit corporation (“**Association**”), upon the approval of the Association Lot Owners (“**Owners**”) pursuant to the Declaration (defined below).

A. BACKGROUND. All Lots within Lakewood Unit No. 9 are subject to that certain Declaration of Covenants, Conditions and Restrictions of Lakewood Unit, No. 9, A Subdivision, As Amended, recorded on May 18, 1979, as Instrument No. 7927028, records of Ada County, Idaho, and the First Amendment to Declaration of Covenants, Conditions and Restrictions for Lakewood Unit No. 9, A Subdivision, As Amended, recorded on August 12, 2002, as Instrument No. 102090954, records of Ada County, Idaho, and any amendments and/or restatements (collectively, the “**Declaration**”). Article XIV, Section 3 of the Declaration provides that the Declaration may be amended upon the approval of 75% of the Owners, and that any such amendment must be recorded.

B. BALLOT APPROVAL. This Second Amendment was approved by no less than 75% of the Owners pursuant to a written ballot collected by the Association. The Owners authorized the Association to take any additional actions the Association deemed necessary or advisable to implement and record the Second Amendment.

C. AMENDMENTS TO DECLARATION.

1. ASSESSMENTS AND FINES. Article V, Sections 1, 2, and 4, of the Declaration are hereby deleted in their entirety and restated as follows:

Section 1. Creation of the Lien, Authority to Levy and Enforce, and Personal Obligation of Assessments. Each 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) annual assessments or charges, (b) special assessments, (c) limited assessments, and (d) fines (collectively referred to in whole or in part as “assessments” or individually as an “assessment”). The Board shall have the power to establish and levy assessments, including annual assessments, special assessments, limited assessments and fines, on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of the Declaration. The

assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property 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 Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Properties, to promote the value and desirability of the Properties, for the improvement and maintenance of the Common Area and PAMA, for reimbursement of any costs incurred by the Association, and for the enforcement of any provisions within the Declaration, Bylaws, Articles, and/or the rules or regulations as adopted by the Association.

Section 4. Special Assessments, Limited Assessments and Fines.

(a) **Special Assessments.** In addition to any other assessments, the Board may levy at any time a special assessment payable over such period as the Board may deem appropriate and Owners shall pay such special assessments, as follows:

(1) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on Common Area and/or PAMA, unexpected repair or replacement of Common Area, PAMA or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a limited assessment), or for any other expenses incurred or to be incurred as provided in the Declaration, Bylaws, Articles, and/or the rules or regulations as adopted by the Association, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(2) To cure a deficit in the common and ordinary expenses of the Association for which annual assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) **Limited Assessments.** In addition to any other assessments, the Board may levy at any time limited assessments as the Board may deem appropriate and Owners shall pay such limited assessments, as follows:

(1) **Maintenance and Repair.** The Association shall have the power, but not the obligation, to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area, PAMA or any other portion of the Properties, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the

necessity thereof has been delivered by the Board to said Owner. The Board shall perform all such work specified in the written notice provided to the Owner of the Lot and shall levy a limited assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the assessment therefor. Further, the Association shall have the power to levy a limited assessment for the expenses incurred by the Association for Common Area and/or PAMA damage as a result of Owner's family, guests, tenants, invitees, employees, and/or contractor.

(2) **Correction of Violations.** In addition to maintenance and repair, the Board, upon the failure or refusal of an Owner to correct a violation of the Declaration, Bylaws, Articles, and/or the rules or regulations as adopted by the Association, shall have the power, but not the obligation, to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in the Declaration.

(c) **Fines.** In addition to any other assessments, the Board may levy at any time a fine(s) as the Board may deem appropriate and Owners shall pay such fines, as follows:

(1) **Violations.** The Board, upon the failure or refusal of an Owner to correct a violation of the Declaration, Bylaws, Articles, and/or the rules or regulations as adopted by the Association, shall have the power to fine an Owner for any such violation. All fines shall be assessed according to a policy to be adopted by the Board describing the procedures for fine assessment and establishing a fine schedule identifying the amount of the fine that will be assessed for certain types of violations. Fines, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in the Declaration.

2. EXTERIOR ANTENNAS. Article IX, Section 10, is hereby deleted in its entirety and restated as follows:

Section 10. Exterior Antennas. All Owners who desire to use any device, antenna, satellite dish, and/or radio aerial to receive over the air transmissions shall be required to obtain prior written approval from the Board or Architectural Control Committee, and shall be subject to any other reasonable restrictions established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any federal or state law governing such devices, including but not limited to, the Federal Communications Commission regulations governing Over-The-Air-Reception-Devices (OTARD rules).

D. GENERAL PROVISIONS.

(a) **Effect.** Except as amended by this Second Amendment, the Declaration remains in full force and effect.

(b) Counterparts. This Second Amendment may be executed in any number of counterparts, each of which taken together will constitute one and the same agreement.

(c) Capitalized Terms. Capitalized terms used but not defined herein have the same meanings given to them in the Declaration.

(d) Recording. This Second Amendment will not become effective or binding unless and until such time as a fully executed and acknowledged original counterpart hereof has been filed in the records of Ada County, Idaho.

We, the undersigned, hereby certify that the above and foregoing Amendment was duly adopted by the Lakewood Homeowners Association, Inc., pursuant to Idaho Code, and was amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners pursuant to amendment provisions set forth in Article XIV, Section 3 of said Declaration. Said instrument is on file in the corporate books and records of the Corporation for inspection.

This Second Amendment is dated as of the date first written above.

Lakewood Unit No. 9 Homeowners Association,
Inc., an Idaho non-profit corporation,

Date: December 27, 2017

By: Wendy Paxton
Wendy Paxton, President

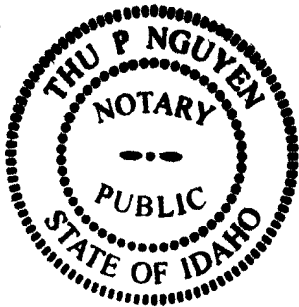
Date: December 27, 2017

By: Mary Highley
Mary Highley, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

I, THU P NGUYEN, a Notary Public, do hereby certify that on this 27th day of December, 2017, personally appeared Wendy Ann Paxton, known or identified to me to be the President of Lakewood Unit No. 9 Homeowners Association, Inc., an Idaho non-profit corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

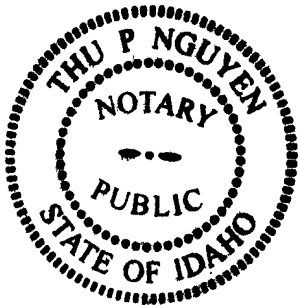


Thuy P. Nguyen
Notary Public for Idaho
Residing at Boise, IDAHO
My commission expires May 24th, 2023

STATE OF IDAHO)
) ss.
County of Ada)

I, THU P NGUYEN, a Notary Public, do hereby certify that on this _____ day of December, 2017, personally appeared Mary Elizabeth Highley, known or identified to me to be the Secretary of Lakewood Unit No. 9 Homeowners Association, Inc., an Idaho non-profit corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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



Thuy P. Nguyen
Notary Public for Idaho
Residing at Boise, IDAHO
My commission expires May 24th, 2023