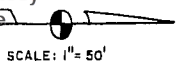




This document provided courtesy of TitleOne

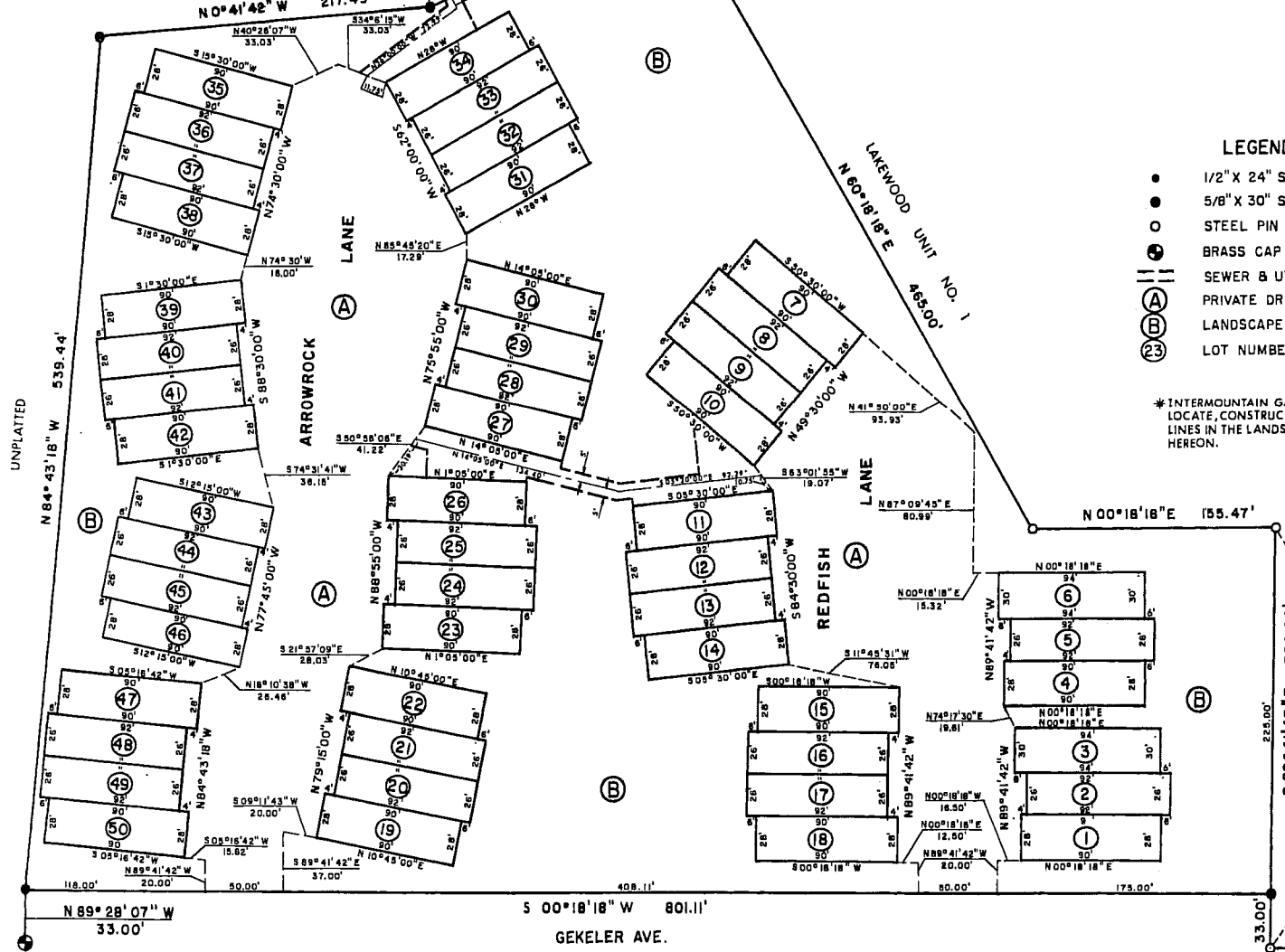


LAKEWOOD - UNIT NO. 2

SE 1/4 SW 1/4 SEC. 23, T3N, R2E, B.M. ADA COUNTY IDAHO

SEWER EASEMENT TO BOISE CITY, ADA COUNTY RECORDER INSTRUMENT NO. 914595

UNPLATTED



- LEGEND**
- 1/2" X 24" STEEL PIN SET
 - 5/8" X 30" STEEL PIN SET
 - STEEL PIN FOUND
 - ⊙ BRASS CAP FOUND
 - +— SEWER & UTILITY EASEMENT
 - ⊕ PRIVATE DRIVE & UTILITY EASEMENT
 - Ⓐ LANDSCAPED COMMON AREA *
 - Ⓑ LOT NUMBER

* INTERMOUNTAIN GAS CO. IS HEREBY GIVEN THE RIGHT TO LOCATE, CONSTRUCT AND MAINTAIN GAS MAINS & SERVICE LINES IN THE LANDSCAPED COMMON AREAS DESIGNATED HEREON.

1/4 COR. SEC. 23 T3N, R2E, B.M.

C&S COR. SEC. 23 T3N, R2E, B.M.

CH2M HILL
BOISE, IDAHO
OCTOBER 1974

Official 1504022 3-21 75 *Official of Correction* 1501110 3-21 75

Creation 150150700 2-20-75

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that TRIANGLE DEVELOPMENT COMPANY does hereby certify that it is the owner of a parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

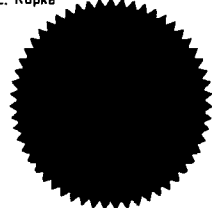
Beginning at the Southeast corner of the Southwest One-Quarter of said Section 23; thence N 89° 28' 97" W 33.00 feet to the real point of beginning; thence N 84° 43' 18" W 539.44 feet; thence N 04° 41' 42" W 217.49 feet; thence N 25° 11' 42" W 165.72 feet; thence N 60° 18' 18" E 465.00 feet; thence N 00° 18' 18" E 155.47 feet; thence S 89° 41' 42" E 225.00 feet; thence S 00° 18' 18" E 801.11 feet; returning to the real point of beginning, said parcel containing 8.12 acres.

Easements indicated on this plat are not dedicated to the public, but right to use said easements is hereby reserved for public utilities and for any other purpose as designated hereon and as more fully provided in the Declarations for LAKEWOOD UNIT NO. 2 dated February 29, 1974. Access for emergency and public vehicles is hereby provided in and through the roadways and easements shown on this plat.

IN WITNESS WHEREOF, we have hereunto set our hands this 31ST day of October, 1974.

William D. Tate
William D. Tate

Fred L. Kopke
Fred L. Kopke



ACKNOWLEDGEMENT

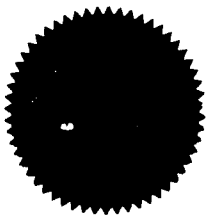
STATE OF IDAHO)
)ss
COUNTY OF ADA)

On this 31st day of October, 1974 before me the undersigned, a notary public in and for the State of Idaho 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 and acknowledged to me that said corporation executed the same.

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

My commission expires: 10-25-76

[Signature]
Notary Public



CERTIFICATE OF ENGINEER

I, Stanton S. Nuffer, a licensed professional engineer in the State of Idaho, do hereby certify that this plat of LAKEWOOD UNIT NO. 2, as described in the Certificate of Owner and the attached plat was drawn from an actual survey made on the ground under my supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Stanton S. Nuffer
Stanton S. Nuffer P.E.
Certificate NO. 1881

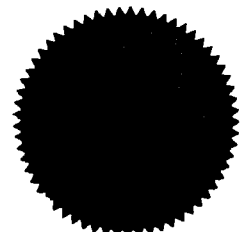


APPROVAL OF CITY ENGINEER

I, James L. Morris, City Engineer in and for the City of Boise, Ada County, Idaho, do hereby approve this plat of LAKEWOOD UNIT NO. 2.

Feb. 14, 1975
Date

James L. Morris
City Engineer, Boise, Idaho



APPROVAL OF CITY COUNCIL

I, John H. Diefenbach, 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 22nd day of December, 1974, this plat of LAKEWOOD UNIT NO. 2 was duly accepted and approved.

FEB 14 1975
Date

John H. Diefenbach
City Clerk, Boise, Idaho

CERTIFICATE OF COUNTY SURVEYOR

I, Elmer E. Sonville, Registered Engineer for Ada County, Idaho, do hereby certify that I have checked this plat of LAKEWOOD UNIT NO. 2 and find that it complies with the State of Idaho Code relating to plats and surveys.

18 Feb. 1975
Date

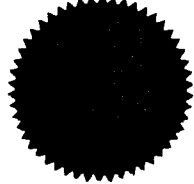
Elmer E. Sonville
County Surveyor



APPROVAL OF BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 30 day of FEB, 1975, by the Board of Commissioners of Ada County, Idaho.

[Signature]
Chairman



COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
COUNTY OF ADA) ss

Instrument No. 7500503

I, Clarence A. Planting, County Recorder for Ada County, do hereby certify that this instrument was filed at the request of Triangle Development Co. at 26 minutes past 4 o'clock P. M., this 20 day of February, 1975 A.D. in my office and duly recorded in Book 26 of Plats at Page 3042 + 3049 Records of Ada County.

Clarence A. Planting
Deputy

Clarence A. Planting
County Recorder

Fee: \$ 5.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAKEWOOD - UNIT NO. 2, A SUBDIVISION

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 of the lands located in Lakewood - Unit No. 2, a subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following 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 UNIT NO. 2 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.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the lands located in Lakewood Unit No. 2, a subdivision, except Lots 1 through 50, inclusive, 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.

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;
- (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;

- (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.

ARTICLE III

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 September 1, 1979.

ARTICLE IV

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: (1) annual assessments or charges, and (2) 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.

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 Three Hundred Ninety-Six Dollars (\$396.00) 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 month of July.
- (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 called for this purpose, written notice of which 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 and 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, 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 to 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 six percent (6%) 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 non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 V

EXTERIOR MAINTENANCE

In addition to the maintenance upon the common area, LAKEWOOD UNIT NO. 2 HOMEOWNERS 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 or 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.

ARTICLE VI

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, 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) addition arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, 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 VIII

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 (1) 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.

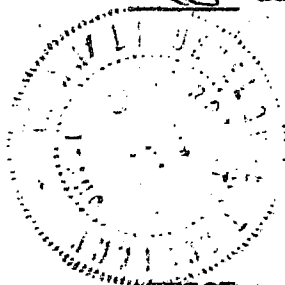
Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of February, 1975.

TRIANGLE DEVELOPMENT COMPANY

By: William D. [Signature]
President



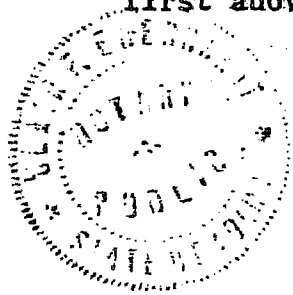
ATTEST:

[Signature]
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of February, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM D. TATE and FRED L. KOPKE, President and Secretary, respectively, of TRIANGLE DEVELOPMENT COMPANY, an Idaho corporation, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same 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 first above written.



[Handwritten Signature]
Notary Public for Idaho
Residing at Boise, Idaho

Ada County, Idaho, ss.
Request of

Triangle Development Co

Date 2-20-75

CLARENCE A. PLANTING
RECORDED

By C. Martin
Deputy

10/21

8852734

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKEWOOD - UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

Ada County, Idaho
Request of Lakewood Unit
Homeowners Assoc. et al
TIME 10:50 A.M.
DATE 10-26-88
JOHN BASTIDA
RECORDED
By Lisa Salutregui
3000 Deputy

THIS AMENDMENT to that certain Declaration set out above is made on the date hereinafter set forth, approved, and signed as set out in Article VIII thereof.

That Article VIII entitled "GENERAL PROVISIONS" is hereby amended, and includes an additional section, to read as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) 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 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 the members.

Section 5. 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, 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.

That Article IX entitled "USE AND OTHER RESTRICTIONS" is hereby added to said Declaration set out above, to read as follows:

ARTICLE IX

USE AND OTHER RESTRICTIONS

Section 1. Occupancy Restrictions. No Lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incidental to a residence designed and constructed in accordance with the provisions of these covenants relating to approval by an Architectural Control Committee and containing a floor area of not less than approved by the Architectural Control Committee. No dwelling or residence on any Lot or other property area shall be used for living purposes by more persons than it was designed to accommodate comfortably.

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 or to the Common Area. No Owner shall change or alter any of the Common Area or any other exterior portion of an improvement of a Lot without the prior 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, 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 thereto. Nor shall any such vehicles or passenger automobiles be parked regularly or as a matter of practice upon any Common Area or any general use off-street parking facility. 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.

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 one (1) of not more than five (5) square feet advertising the property for sale or rent; 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. 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 pounds (25) or less as household pets, subject to the rules and regulations of the Association. The provision regarding the number of animals and size of dog shall not apply to any animals presently being kept or harbored within the project by any Owner. 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.

Section 9. Exterior Antennas. No outside television antennas or radio aeri~~als~~ shall be installed on any residential lot, or the exterior of any residence.

Section 10. 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 provisions of Articl VII hereof.

Section 11. Enforcement. The Board of Directors may adopt rules and regulations to enforce the foregoing provisions, or the Board of Directors may delegate to the Architectural Control Committee the power and duty to adopt such rules and regulations.

That all other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, the undersigned lot owners set their hands on the dates indicated.

Robert E. Lord
President

[Signature]
Vice-President

Dated: September 26, 1988

Dated: September 26, 1988

That all the other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

In WITNESS WHEREOF, The undersigned Lot owners have hereunto set their hands on the dates indicated.

1.	<u>George W. Hunt</u>	<u>Sept. 26, 1988</u>
2.	<u>Robert E. Lord</u>	<u>Sept 26, 1988</u>
3.	<u>John Hartley</u>	<u>Sept 26, 1988</u>
4.	<u>Margaret J. Davis</u>	<u>Sept 26, 1988</u>
5.	<u>William Hoyle</u>	<u>Sept 26, 1988</u>
6.	<u>Harold Hartley</u>	<u>Sept. 26, 1988</u>
7.	<u>Antonia Kay Hattner</u>	<u>Sept. 26, 1988</u>
8.	<u>Linden E. Harris</u>	<u>Sept. 26, 1988</u>
9.	<u>Mildred K. Folkman</u>	<u>Sept. 26, 1988</u>
10.	<u>Carol Matthews</u>	<u>Sept. 26, 1988</u>
11.	<u>Jean H. Saldonath</u>	<u>9/26/88</u>
12.	<u>Richard W. Cannon</u>	<u>Sept. 26, 1988</u>
13.	<u>Louise Ondrechen</u>	<u>Sept. 26, 1988</u>
14.	<u>Mildred R. Barton</u>	<u>Sept. 26, 1988</u>
15.	<u>J. J. Schell</u>	<u>9/26/88</u>
16.	<u>Marjorie Jonsson</u>	<u>9-26-88</u>
17.	<u>Edith H. Kelly</u>	<u>9/26/88</u>
18.	<u>Margaret M. Mowry</u>	<u>9/26/88</u>
19.	<u>Louise M. Mason</u>	<u>9/26/88</u>
20.	<u>Nancy L. Thompson</u>	<u>9/26/88</u>
21.	<u>Fred A. Ballard</u>	<u>9/26/88</u>
22.	<u>Virginia N. Randles</u>	<u>9-26-88</u>
23.	<u>Ann M. Kump</u>	<u>9-26-88</u>

That all the other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

In WITNESS WHEREOF, THE UNDERSIGNED LOT OWNERS HAVE HEREUNTO SET THEIR HANDS ON THE DATES INDICATED.

- 24. Janet E. Parks Sept. 26, 1988
- 25. ~~John R. DeLoach~~ Sept. 26, 1988
- 26. John R. DeLoach Sept. 26, 1988
- 27. Steve Big Sept. 26, 1988
- 28. Fuller Andersen Sept. 26, 1988
- 29. ~~John~~ ~~Manison~~ Sept. 26, 1988
- 30. ~~Charles Peterson~~ Sept. 26, 1988
- 31. ~~Alleged Penning~~ Sept. 26, 1988
- 32. ~~Caroline S. Hoyt~~ Sept. 26, 1988

- 33. ~~Russell W. Hansen~~ 9/27/88
- 34. ~~Ellen Olson~~ 9/27/88
- 35. ~~Ed Spahn~~ 9/27/88
- 36. ~~Walter W. Schaffer~~ 9/27/88
- 37. ~~Serry L. Wilson~~ 9/27/88
- 38. ~~Erith M. Roper~~ 9-27-88
- 39. ~~Edith E. Nesbit~~ 9/27/88
- 40. ~~Ann Marie Rowan~~ 9/27/88
- 41. ~~Robert W. Hansen~~ 9/27/88
- 42. ~~W. J. [unclear]~~ 10/4/88
- 43. ~~Robert M. [unclear]~~ October 4, 1988
- 44. ~~Arthur E. [unclear]~~ October 4, 1988

10820C0452

That all the other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

In WITNESS WHEREOF, THE UNDERSIGNED LOT OWNERS HAVE HEREUNTO SET THEIR HANDS ON THE DATES INDICATED.

- 45. Jeannie K. Jones 10-7-88
- 46. Ronita B. Landers 10-13-88
- 47. Margueta E. Berhardt 10-14-88
- 48. Jordan C. Caussett 10-14-88
- 49. Margorie Wheeler Holdren 10-15-88
- 50. Kathy Ward 10-19-88
- 51. John L. Combs October 22-'88
- 52. Steven C. Fizer October 22, 1988
- _____
- _____
- _____
- _____
- _____
- _____
- _____

STATE OF IDAHO)
) ss
County of Ada)

On this 26th day of September 1988, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert E. Lord, President, Lakewood Unit #2, HOMEOWNERS ASSOCIATION, INC., and Donald D. Douglass, Vice-President, Lakewood Unit #2, HOMEOWNERS ASSOCIATION, Inc., known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Colleen Hunt

Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of Ada)

On this 26th day of September 1988, before me, the undersigned, a Notary Public in and for said state, personally appeared George H. HUNT, Robert E. LORD, John SOUTHWORTH, Margaret H. OATES, William S. MAYS, Harold HARTLEY, Marlene Kay HALLAUER, Linden E. HARRIS, Mildred W. FOLKMAN, Coral MATTHEWS, Jean H. GOLDSMITH, Richard W. CARROW, Louise ONDRECHEN, Mildred U. BARTON, F. L. SCHELL, Marjorie JONASSON, Ruth M. PEFLEY, Marguerite MOWREY, Robert E. MASON, Nancy L. THOMPSON, Fred A. BALLARD, Virginia N. RANGLES, Donald D. DOUGLASS, Janet E. PARKS, Taso Daskalopoulos, John R. SCHULTZ, Steve BLY, Wallace A. SORENSEN, James M. DAVIDSON, Pearl A. PETERSON, Allegra JENNINGS, and Carolyn S. HJORT, whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Colleen Hunt

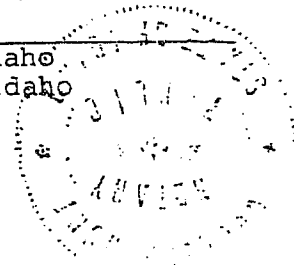
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
)
County of Ada)

On this 27th day of September, 1988, before me, a notary public in and for said state, personally appeared: Ronald GRAVES, Andrew BRASSEY, Joe A. ICENHOWER, Martin SCHEFFER, Gerry L. WILSON, Edith M. RYDER, Philip E. DESILET, Ann Marie ROWAN, Ralph W. HANSEN, whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

E. E. Hunt
Notary Public for Idaho
Residing at Boise, Idaho



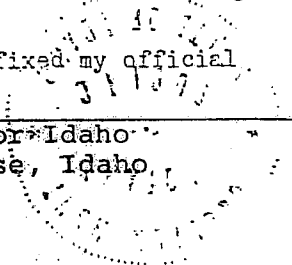
STATE OF IDAHO)
)
County of Ada)

On this 7th day of October, 1988, before me, a notary public in and for said state, personally appeared
Jeannie K. Jones

whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

E. E. Hunt
Notary Public for Idaho
Residing at Boise, Idaho



STATE OF IDAHO)
)
County of Ada)

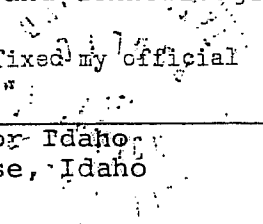
On this 13th day of October, 1988, before me, a notary public in and for said state, personally appeared

Anita R. Landers

whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

E. E. Hunt
Notary Public for Idaho
Residing at Boise, Idaho



STATE OF IDAHO)
)
County of Ada)

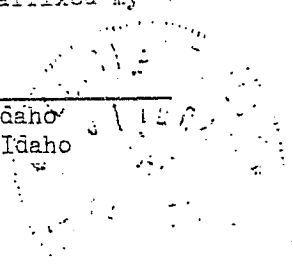
On this 14th day of October, 1988, before me, a notary public in and for said state, personally appeared:

Marquita E. Eberhardt and Joann Chaussart

whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Eileen Hunt
Notary Public for Idaho
Residing at Boise, Idaho



STATE OF IDAHO)
)
County of Ada)

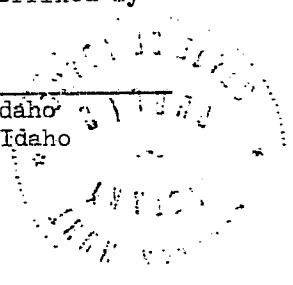
On this 15th day of October, 1988, before me, a notary public in and for said state, personally appeared:

Marjorie Wheeler Holdren

whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Eileen Hunt
Notary Public for Idaho
Residing at Boise, Idaho



STATE OF IDAHO)
)
County of Ada)

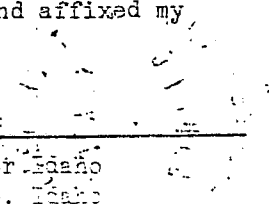
On this 19th day of October, 1988, before me, a notary public in and for said state, personally appeared:

Kathy Ward

whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Eileen Hunt
Notary Public for Idaho
Residing at Boise, Idaho



1082000456

STATE OF IDAHO)
)
County of Ada)

On this 22 day of October, 1988, before me, a notary public in and for said state, personally appeared

John L. Combs and Helen C. Fifer

whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Gallatin Hunt
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
)
County of Ada)

On this _____ day of _____, 1988, before me, a notary public in and for said state, personally appeared

whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public for Idaho
Residing at Boise, Idaho
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
)
County of Ada)

On this _____ day of _____, 1988, before me, a notary public in and for said state, personally appeared

whose names are subscribed to the within document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public for Idaho
Residing at Boise, Idaho
Notary Pu

9276417

Lakewood Unit #2 Homeowners
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER

J. Davidson
1800

1475001370

'92 NOV 5 AM 10 37

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504 ✓

THIS AMENDMENT to that certain Declaration set out above
is made on the hereinafter set forth, approved, and signed as set
out in Article V thereof.

That Article V entitled "EXTERIOR MAINTENANCE" is hereby
amended, and includes an addition to the maintenance upon the common
area, to read as follows:

ARTICLE V

EXTERIOR MAINTENANCE

In addition to the maintenance upon the common area,
LAKEWOOD UNIT NO. 2 HOMEOWNERS 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 ex-
terior improvements. Such exterior maintenance shall not include
glass services AND DRIVEWAY REPLACEMENT.

In the event the need for maintenance or 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.

That all other terms and conditions of said Declaration are
to remain in full force and effect, and this Amendment shall be sub-
ject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their
hands on the dates indicated.

Robert W Hansen
President

Alan Klingman
Vice-President

Dated: 7/21/92

Dated: 7-22-92

That all the other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, The undersigned Lot owners have hereunto set their hands on the dates indicated.

- | | | |
|--------------------------------|-----------------------|-----------------------------------|
| 1. <u>George V. Hunt</u> | <u>July 21, 1992</u> | <u>218 Arrowrock</u> |
| 2. <u>John J. Conner</u> | <u>July 22, 1992</u> | <u>209 Leafish</u> |
| 3. <u>Laurie Andresen</u> | <u>July 22, 1992</u> | <u>201 Leafish</u> |
| 4. <u>Donna H. Reid</u> | <u>July 22, 1992</u> | <u>2940 Lindrop</u> |
| 5. <u>Mr Robert E. Mason</u> | <u>July 22, 1992</u> | <u>2950 Lindrop</u> |
| 6. <u>Carolyn S. Hart</u> | <u>July 22, 1992</u> | <u>219 Arrowrock</u> |
| 7. <u>Wanda Halladay</u> | <u>July 22, 1992</u> | <u>216 Leafish</u> |
| 8. <u>Glenn MacGregor</u> | <u>July 22, 1992</u> | <u>225 Leafish</u> |
| 9. <u>Mildred Barton</u> | <u>July 22 - 1992</u> | <u>217 Leafish</u> |
| 10. <u>Bob Kelly</u> | | <u>226 Leafish Ln. 7-22-92</u> |
| 11. <u>Frank M. Kelly</u> | | <u>257 Leafish Lane 7-22-92</u> |
| 12. <u>Sandra Williams</u> | | <u>209 Redfish 7-22-92</u> |
| 13. <u>Maynard R. Parker</u> | | <u>322 Arrowrock Ln. 7-22-92</u> |
| 14. <u>Theresa Buchholz</u> | | <u>314 Arrowrock Ln 7-22-92</u> |
| 15. <u>George Clark McCall</u> | | <u>306 ARROWROCK LN 7-22-92</u> |
| 16. <u>May Harris</u> | | <u>329 Arrowrock Lane 7-22-92</u> |
| 17. <u>Paul D. Payne</u> | <u>July 23, 1992</u> | <u>259 Arrowrock</u> |
| 18. <u>Jack H. Logan</u> | | <u>280 ARROWROCK LN. 7-23-92</u> |
| 19. <u>Blonde Puleo</u> | <u>7/23/92</u> | <u>211 Arrowrock</u> |
| 20. <u>John R. Reid</u> | <u>7/23/92</u> | <u>203 Arrowrock</u> |
| 21. <u>John J. Doldorich</u> | | <u>235 Arrowrock 7-23-92</u> |
| 22. <u>B.R. Brennan</u> | | <u>243 Arrowrock 7-23-92</u> |
| 23. <u>John Smith</u> | | <u>224 Arrowrock 7-23-92</u> |
| 24. <u>Julie Shivers</u> | | <u>240 Arrowrock 7-23-92</u> |
| 25. <u>Paul D. Higgins</u> | | <u>250 Arrowrock 7-23-92</u> |
| 26. <u>Walter B. King</u> | | <u>264 Arrowrock 7-23-92</u> |

That all the other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, The undersigned Lot owners have hereunto set their hands on the dates indicated.

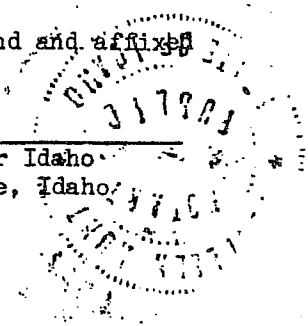
- | | | | |
|-----|-------------------------------|-----------------|------------------------|
| 27. | <u>Phyllis M. Sorensen</u> | <u>2-13-92</u> | <u>- 283 Arrowrock</u> |
| 28. | <u>Wanda D. Pimbley</u> | <u>7-24-92</u> | <u>- 258 Arrowrock</u> |
| 29. | <u>Julie Ann Dunning</u> | <u>8-11-92</u> | <u>- 232 Arrowrock</u> |
| 30. | <u>Walter Fred Haller</u> | <u>8-11-92</u> | <u>288 Arrowrock</u> |
| 31. | <u>Mildred W. Folkman</u> | <u>8-11-92</u> | <u>2980 Lindrop</u> |
| 32. | <u>Robert King</u> | <u>8-11-92</u> | <u>227 Arrowrock</u> |
| 33. | <u>Theresa J. F. Lando</u> | <u>8/13/92</u> | <u>275 Arrowrock</u> |
| 34. | <u>Robert Hawkins</u> | <u>8/13/92</u> | <u>305 Arrowrock</u> |
| 35. | <u>See attached document</u> | <u>7-29-92</u> | <u>210 Arrowrock</u> |
| 36. | <u>- - -</u> | <u>8-3-92</u> | <u>208 Lefish</u> |
| 37. | <u>- - -</u> | <u>8-6-92</u> | <u>285 Lefish</u> |
| 38. | <u>- - -</u> | <u>8-7-92</u> | <u>267 Arrowrock</u> |
| 39. | <u>See original Amendment</u> | <u>7/21/92</u> | <u>251 Arrowrock</u> |
| 40. | <u>- - -</u> | <u>7/22/92</u> | <u>330 Arrowrock</u> |
| 41. | <u>Martin W. Scheffer</u> | <u>8/17/92</u> | <u>2960 Lindrop</u> |
| 42. | <u>See attached document</u> | <u>8-18-92</u> | <u>291 Arrowrock</u> |
| 43. | <u>- - -</u> | <u>8-26-92</u> | <u>234 Lefish</u> |
| 44. | <u>- - -</u> | <u>8-28-92</u> | <u>200 Lefish</u> |
| 45. | <u>- - -</u> | <u>8-14-92</u> | <u>277 Lefish</u> |
| 46. | <u>- - -</u> | <u>8-21-92</u> | <u>249 Lefish</u> |
| 47. | <u>- - -</u> | <u>8-19-92</u> | <u>233 Lefish</u> |
| 48. | <u>Harold E. Hartley</u> | <u>10-11-92</u> | <u>272 Arrowrock</u> |
| 49. | <u>William J. Root</u> | <u>11/2/92</u> | <u>241 Arrowrock</u> |
| 50. | <u>_____</u> | <u>_____</u> | <u>_____</u> |
| 51. | <u>_____</u> | <u>_____</u> | <u>_____</u> |

STATE OF IDAHO)
COUNTY OF ADA)

On this 13th day of August, 1992, before me, a notary public in and for said state, personally appeared Tom LaVerdi and Kay Hawks, whose names are subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Ellen Hunt
Notary Public for Idaho
Residing at Boise, Idaho

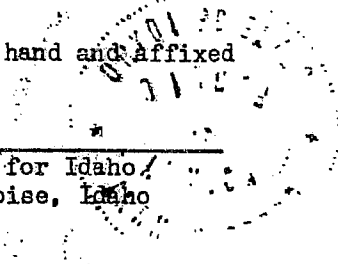


STATE OF IDAHO)
COUNTY OF ADA)

On this 17th day of August, 1992, before me, a notary public in and for said state, personally appeared Martin W. Scheffer, whose name is subscribed to the attached document, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Ellen Hunt
Notary Public for Idaho
Residing at Boise, Idaho

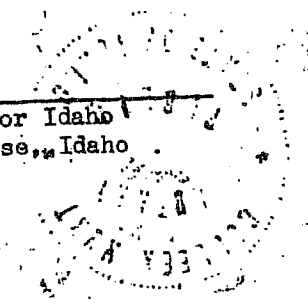


STATE OF IDAHO)
)
COUNTY OF ADA)

On this 21st day of July, 1992, before me, a notary public in and for said state, personally appeared Ralph W. HANSEN and George H. HUNT, whose names are subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Colleen Hunt
Notary Public for Idaho
Residing at Boise, Idaho

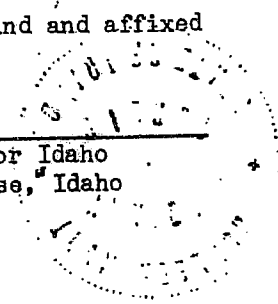


STATE OF IDAHO)
)
COUNTY OF ADA)

On this 22nd day of July, 1992, before me, a notary public in and for said state, personally appeared John L. COMBS, Louise ONDRECHEN, Douglas H. TRAIL, Mrs. Robert E. MASON, Carolyn S. HJORT, Don DOUGLASS, Gloria SALLADAY, Gladys MACGREGOR, Mildred BARTON, Frank SCHELL, Ruth M. PEFLEY, Sandra WILLIAMSON, Maynard R. PARKS, Taso DASKALOPOULOS, George MC CALL, and May HARRIS, whose names are subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Colleen Hunt
Notary Public for Idaho
Residing at Boise, Idaho

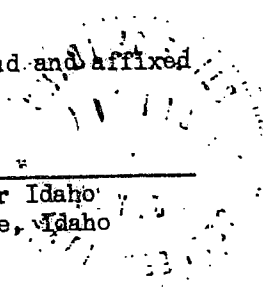


STATE OF IDAHO)
)
COUNTY OF ADA)

On this 23rd day of July, 1992, before me, a notary public in and for said state, personally appeared Pearl PETERSEN, Jack LOGAN and Claude PUTERBAUGH, whose names are subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Colleen Hunt
Notary Public for Idaho
Residing at Boise, Idaho



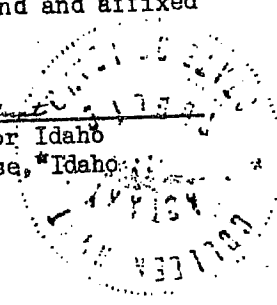
1475001375

STATE OF IDAHO)
)
COUNTY OF ADA)

On this 23rd day of July, 1992, before me, a notary public in and for said state, personally appeared John RYDER, Jean H. GOLDSMITH, B. R. BEAMAN, John SOUTHWORTH, Julie SHIVERICK, Del STIVISON, William B. MAYS and Phyllis M. SORENSEN, whose names are subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

William Hunt
Notary Public for Idaho
Residing at Boise, Idaho

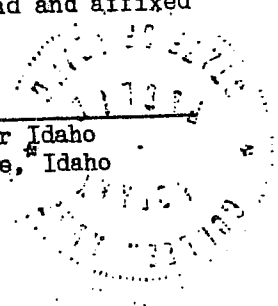


STATE OF IDAHO)
)
COUNTY OF ADA)

On this 24th day of July, 1992, before me, a notary public in and for said state, personally appeared Michael Chitty, whose name is subscribed to the attached document, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

William Hunt
Notary Public for Idaho
Residing at Boise, Idaho

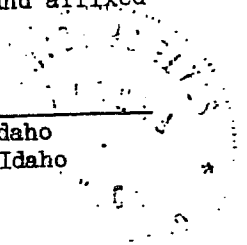


STATE OF IDAHO)
)
COUNTY OF ADA)

On this 11th day of August, 1992, before me, a notary public in and for said state, personally appeared Allegra Jennings, Marlene Kay Hallauer, Mildred W. Folkman and Joe Icenhower, whose names are subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

William Hunt
Notary Public for Idaho
Residing at Boise, Idaho



9276418

30

Lakewood Unit #2

ADA COUNTY, ID. FOR HOMEOWNERS

J. DAVID NAVARRO

RECORDER

BY *[Signature]*

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 37

600

1475001376

THIS AMENDMENT to that certain Declaration set out above is made on the hereinafter set forth, approved, and signed as set out in Article V thereof.

That Article V entitled "EXTERIOR MAINTENANCE" is hereby amended, and includes an addition to the maintenance upon the common area, to read as follows:

ARTICLE V

EXTERIOR MAINTENANCE

In addition to the maintenance upon the common area, LAKEWOOD UNIT NO. 2 HOMEOWNERS 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 AND DRIVEWAY REPLACEMENT.

In the event the need for maintenance or 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.

That all other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their hands on the dates indicated.

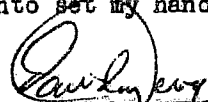
Name *[Signature]* Date *July 29, 92*

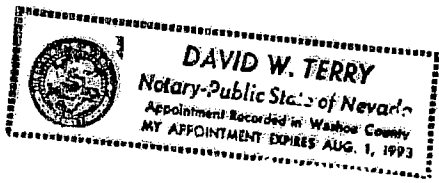
1475001377

STATE OF NEVADA)
COUNTY OF WASHOE)

On this 29 day of July, 1992, before me, a notary public in and for said state, personally appeared ELIZABETH JO ANN CHAMISANT whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.


Notary Public for WASHOE County
Residing at RENO, NEVADA



9276419

Lakewood Unit #2
ADA COUNTY, ID. FOR HOMEOWNERS
J. DAVID NAVARRO
RECORDER BY *[Signature]*

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38

1475001378

THIS AMENDMENT to that certain Declaration set out above is made on the hereinafter set forth, approved, and signed as set out in Article V thereof.

That Article V entitled "EXTERIOR MAINTENANCE" is hereby amended, and includes an addition to the maintenance upon the common area, to read as follows:

ARTICLE V

EXTERIOR MAINTENANCE

In addition to the maintenance upon the common area, LAKEWOOD UNIT NO. 2 HOMEOWNERS 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 AND DRIVEWAY REPLACEMENT.

In the event the need for maintenance or 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.

That all other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their hands on the dates indicated.

Name *[Signature]*

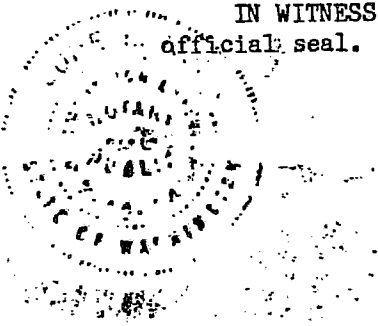
Date 8-3-92

1475001379

STATE OF Wash)
COUNTY OF KING)

On this 3 day of Aug., 1992, before me, a notary public in and for said state, personally appeared Robert Barbour whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



[Signature]
Notary Public for Wash
Residing at Edmonds WA

9276420

37

1475001380

Lakewood Units
ADA COUNTY IS. FOR *Business*
J. DAVID NAFARRO
RECORDER BY *[Signature]*

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38

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That all other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their hands on the dates indicated.

Name *Margie W. Salzen*

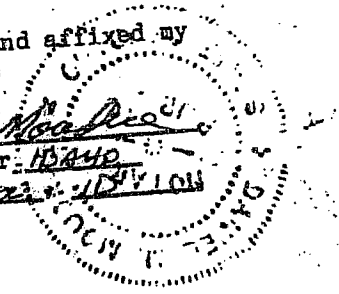
Date *August 6, 1992*

STATE OF IDAHO)
COUNTY OF ADA)

On this 6th day of August, 1992, before me, a notary public in and for said state, personally appeared Marjorie W. Holden whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Daniel M. Wood
Notary Public for: IDAHO
Residing at Boise, ID 83710



9276421

Lakewood Unit #2
ADA COUNTY, ID. FOR Homeowners
J. DAVID NAVARRO
RECORDER BY *[Signature]*
600

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38

1475001382

THIS AMENDMENT to that certain Declaration set out above is made on the hereinafter set forth, approved, and signed as set out in Article V thereof.

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That all other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their hands on the dates indicated.

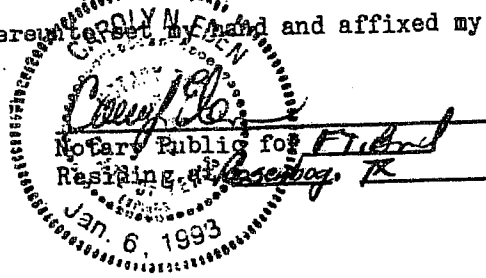
Name SAM Matthews Date 8-7-92

1475001383

STATE OF Tx)
COUNTY OF FT. Bend)

On this 7 day of August, 1992, before me, a notary public in and for said state, personally appeared S.A. Matthews whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



9276422

Lakewood Unit #2
ADA COUNTY, ID. FOR Homeowners
J. DAVID NAVARRO
RECORDER BY *[Signature]*
000

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38

1475001384

THIS AMENDMENT to that certain Declaration set out above
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out in Article V thereof.

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EXTERIOR MAINTENANCE

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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.

That all other terms and conditions of said Declaration are
to remain in full force and effect, and this Amendment shall be sub-
ject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their
hands on the dates indicated.

Name *Kathy A Stobbe* Date 8-18-92

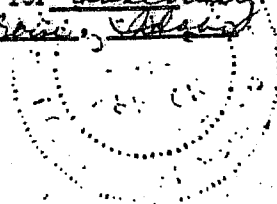
1475001385

STATE OF Idaho)
COUNTY OF Ada)

On this 19 day of August, 1992, before me, a notary public in and for said state, personally appeared Kathryn A. Stoble whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Catherine Hampton
Notary Public for Ada County
Residing at Boise, Idaho



9276423

Lakewood Unit #2
ADA COUNTY, ID. FOR HOMEOWNERS
J. DAVID NAVARRO
RECORDER BY *[Signature]*

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38

1475001386

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be added to and become a part of the assessment to which such Lot is
subject.

That all other terms and conditions of said Declaration are
to remain in full force and effect, and this Amendment shall be sub-
ject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their
hands on the dates indicated.

Name *Majorie Jonasson* Date *8-26-92*

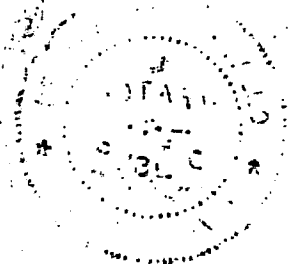
1475001387

STATE OF IDAHO)
COUNTY OF ADA)

On this 26 day of AUGUST, 1992, before me, a notary public in and for said state, personally appeared MARJORIE JONASSON whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Barbara L. Smith
Notary Public for Idaho
Residing at 3915 Brian Ave
Caldwell, Idaho
83405



9276424

Lakewood Unit #2
ADA COUNTY, ID. FOR HOMEOWNERS
J. DAVID NAVARRO
RECORDER BY *J. Navarro*
600

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38

1475001388

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That all other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their hands on the dates indicated.

Name *Robert Knightley*

Date *8/28/92*

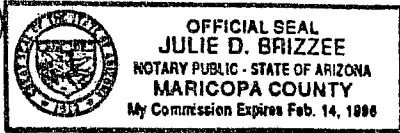
1475001389

STATE OF Arizona
COUNTY OF Maricopa

On this 28 day of August, 1992, before me, a notary public in and for said state, personally appeared H. G. Galt whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Julie D. Brizzee
Notary Public for _____
Residing at _____, _____



9276425

Lakewood Unit 2
ADA COUNTY, ID. FOR HOMEOWNERS
J. DAVID NAVARRO
RECORDER BY Jackson
600

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38 1475001390

THIS AMENDMENT to that certain Declaration set out above
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subject.

That all other terms and conditions of said Declaration are
to remain in full force and effect, and this Amendment shall be sub-
ject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their
hands on the dates indicated.

Name Harry L Ward Date 8/17/92

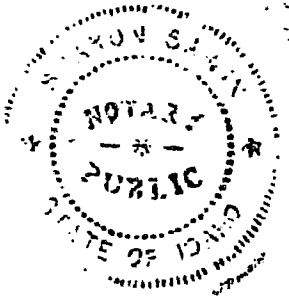
1475061391

STATE OF Idaho
COUNTY OF Ada

On this 25 day of Aug., 1992, before me, a notary public in and for said state, personally appeared Harry L. Ward whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Sharon Sawin
Notary Public for Idaho
Residing at 4244 S. Remo in
Boise Id.



9276426

Lakewood Unit # 2
ADA COUNTY, ID. FOR *Homeowners*
J. DAVID NAVARRO
RECORDER BY *J. Navarro*

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38

1475001392

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That all other terms and conditions of said Declaration are to remain in full force and effect, and this Amendment shall be subject thereto.

IN WITNESS WHEREOF, the undersigned Lot owners set their hands on the dates indicated.

Name Carmel K. Doyle Date Aug 21, 1992

1475001393

STATE OF CO
COUNTY OF Arapahoe

On this 21 day of August, 1992, before me, a notary public in and for said state, personally appeared Connie K. Siple whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Katherine Anne Burger
Notary Public for Arapahoe County
Residing at _____ My commission expires 10-26-94
3500 E. Arapahoe Rd.
Englewood, CO 80112



9276427

Lakewood Unit #2
ADA COUNTY, ID. FOR HOMEOWNERS
J. DAVID NAVARRO
RECORDER BY *Johnson*
600

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
LAKEWOOD UNIT NO. 2, A SUBDIVISION
Recorded: 2/20/75
Instrument No. 7500504

'92 NOV 5 AM 10 38
1475001394

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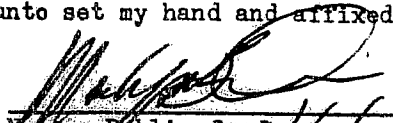
Name Stanton Tate Date 8-19-92

1475001395

STATE OF Idaho
COUNTY OF LATAH

On this 19th day of August, 1992, before me, a notary public in and for said state, personally appeared Stanton Tate whose name is subscribed to the attached document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.


Notary Public for Idaho
Residing at Mosco Idaho
7-22-97



RESOLUTION

8816969

Pursuant to Article VII, Section 1(a) of the By-laws of Lakewood unit No. 2 Homeowners Association Inc. the Board of Directors hereby adopts and publishes the following rules and regulations:

1. 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 the Common Area. No Owner shall change or alter any of the Common Area or any other exterior portion of an improvement of a Lot without the prior written consent of the Association.

2. 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 graded and shall not be parked on any street adjacent thereto. Nor shall any such vehicles or passenger automobiles be parked regularly or as a matter of practice upon any Common Area or any general use off-street parking facility. All other parking of equipment shall be prohibited, except as approved in writing by the Architectural Control Committee. The Owners and/or persons responsible for vehicles in violation of this rule shall be notified of the violation and shall be given an opportunity, not less than forty-eight (48) hours to remove the vehicle; thereafter the vehicle may be towed away at the owner's expense.

3. 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.

4. Unsightly Structures or Equipment. No unsightliness shall be permitted on any Lot or any Common Area. 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 pick-up by garbage removal facilities. Storage piles and equipment for hanging, drying and airing clothing or household fabric shall be appropriately screened from view.

5. Signs. No sign of any kind shall be displayed to the public view on the Common Area or on any residential Lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during construction and sales period; or one (1) subdivision identification sign or a

010380346

size and design approved by the Architectural Control Committee.

6. 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.

7. Pets. Animals kept or harbored within the project are subject to the rules and regulations of the Association. 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.

8. These rules and regulations may be enforced by appropriate action of the Board of Directors; which action shall include notification to the person(s) violating the rules and regulations of the alleged violation and of the opportunity to voluntarily remedy the violation.

Adopted by the Board of Directors this 11 day of April, 1988.

Robert E. Lark
President

Almond H. ...
Vice-President

... ..
Secretary

Treasurer
Raymond W. Hansen
Director
Fred Ballard
Dir.

010380347

State of Idaho)
) ss.
County of Ada)

I, Robert E. Lord, being first duly sworn, say: that every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence; that each is a duly elected board member of Lakewood Unit #2 Homeowners Association, Inc., and that each is a homeowner in said association.

Signed: Robert E. Lord
2980 Raindrop Drive
Boise, Idaho 83706

✓ 1988. Subscribed and sworn to before me this 12th day of April,

Dana A. Olson
Notary Public residing at:

Boise ID
Commission Expires: 8/2/88



Ada County, Idaho ss
Request of
Robert Lord, Jr. Lakewood Unit
TIME 11:52 PM HOA
DATE 4-12-88
JOHN E. SCHIDA
RECORDED
B. John Schida
Q.T. Esq.

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/15/05 11:07 AM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Lakewood Unit No2 HOA

AMOUNT 30.00 10



105095377

Re-Record

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 04/07/05 01:38 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Lakewood Unit No. 2 HOA

AMOUNT 30.00 10

105041863

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Re-Recording to
Correct Notary

FOR

LAKWOOD - UNIT NO. 2, A SUBDIVISION

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 situated in Boise,
County of Ada, State of Idaho, which is more particularly described as:

All of the lands located in Lakewood - Unit No. 2, a subdivision,
according to the official plat thereof on file in the Office of the
County Recorder of Ada County, State of Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following 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 insure to the benefit of each owner
thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKEWOOD UNIT NO.
2 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.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the lands located in Lakewood Unit No. 2, a subdivision, except Lots 1 through 50, inclusive, 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.

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;
- (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.
- (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 purpose 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.

ARTICLE III

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) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on September 1, 1979.

ARTICLE IV

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: (1) annual assessments or charges, and (2) 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 Association shall have the right to enforce, by any proceedings at law or equity; all approved Assessments described herein. Further, in the event that the Association incurs attorney's fees or other costs in a legal proceeding

the prevailing party shall be entitled to all attorney's fees and costs. The personal obligation for delinquent assessment 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.

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 Three Hundred Ninety-Six Dollars (\$396.00) 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 month of July.
- (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 called for this purpose, written notice of which 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 and basis of the assessments undertaken as an incident to the 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 the 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, including fixtures and personal property related thereto, and legal fees and other miscellaneous costs, 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 to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) 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 the 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 six percent (6%) 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. In the event the Association incurs attorneys' fees or other costs in a legal proceeding, the prevailing party shall be entitled to all attorneys' fees and costs. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 V

EXTERIOR MAINTENANCE

Section 1. In addition to the maintenance upon the Common Area, Lakewood Unit No. 2 Homeowners Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass services and driveway replacement.

Section 2. In the event the need for maintenance or 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.

ARTICLE VI

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, 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 VII

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor 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 VIII

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. In the event that the Association incurs attorneys' fees or other costs in a legal proceeding, the prevailing party shall be entitled to all attorneys' fees and costs.

Section 2. Severability. Invalidation of any one (1) 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 ten (10) 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 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 the members.

Section 5. 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, 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. Occupancy Restrictions. No Lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incidental to a residence designed and constructed in accordance with the provisions of these covenants relating to approval by an Architectural Control Committee and containing a floor area of not less than approved by the Architectural Control Committee. No dwelling or residence on any Lot or other property area created under any Supplemental Declaration shall be used for living purposes by more persons than it was designed to accommodate comfortably.

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 or to the Common Area. No Owner shall change or alter any of the Common Area or any other exterior portion of an improvement of a Lot without the prior consent of the Association. For maintenance of, or replacement of, or additions to any landscaping in any Common Area, including, but not limited to ponds, path ways, planting areas between driveways; and, planting areas parallel to individual owners' walk ways the Board will have the discretion and authority to approve plant types and planting locations, as well as expenditures of the Association toward any project. All projects proposed by Owners must be submitted in writing to a member of the Board of Directors. Requests must include cost estimate, plant types and planting locations. Any maintenance, replacement or additions to any landscaping in any Common Area done by Owners without prior approval of the Board of Directors will not be paid for with Association funds and may be subject to penalties by the Board.

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, 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 thereto. Nor shall any such vehicles or passenger automobiles be parked regularly or as a matter of practice upon any Common Area or any general use off-street parking facility. 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.

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 one (1) of not more than five (5) square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period; or (1) subdivision identification sign of a size and design approved by the Architectural Control Committee.

Section 8. 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. The provision regarding the number of animals and size of dog shall not apply to any animals presently being kept or harbored within the project by any Owner.* Nor shall any such household pet be kept which unreasonably bothers or constitutes a nuisance to other Owners or other residential lots. Any such household pets shall be

*This sentence refers to any Home Owner's pets prior to the adoption of this amendment recorded on June 6th, 1977.

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.

Section 9. Exterior Antennas. No outside television antennas or radio aerials shall be installed on any residential lot or exterior of any residence, with the following exception: Satellite television dishes may be installed if they do not exceed 34 inches in width and 24 inches in height. The manufacturer refers to the dish as a 36-inch dish. Additionally, these dishes must be installed where they are not visible from walking paths or streets. Each Owner shall contact the Architectural Committee Chairman, or any Board Member, prior to installing a Satellite Dish for approval of the location of the Dish. Any Dish not meeting these requirements will require Board action in order to resolve the matter.

Section 10. 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 provisions of Article VII hereof.

Section 11. Enforcement. The Board of Directors may adopt rules and regulations to enforce the foregoing provisions, or the Board of Directors may delegate to the Architectural Control Committee the power and duty to adopt such rules and regulations. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions. Further, in the event that the Association incurs attorneys' fees or other costs in a legal proceeding, the prevailing party shall be entitled to all attorneys' fees and costs.

IN WITNESS WHEREOF, the undersigned lot owners set their hands on the dates indicated.

R. Bruce Pyle
President

Jack H. Logan
Vice-President

Date: 4-5-05

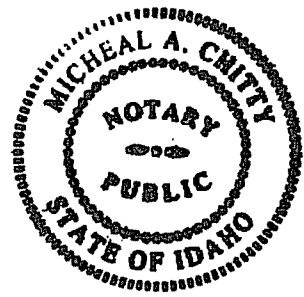
Date: 4-5-05

State of Idaho)
County of Ada) S.S.

On this 5th day of April, in the year of 20 05, before me Michael A. Chitty a notary public, personally appeared R. Bruce Pyle and Jack H. Logan personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

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Michael A. Chitty
Notary Public
My Commission Expires on 1-11-2011





ARTICLE IV
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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) 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 Association shall have the right to enforce, by any proceedings at law or equity: all approved Assessments described herein. In the event the Association takes action against an Owner(s) to enforce this Declaration and any amendments thereto, or to enforce any rules or regulations promulgated pursuant to the Declaration, then such Owner(s) shall reimburse the Association for: (a) reasonable attorney fees and other costs and expenses incurred by the Association after default and referral to an attorney, (b) reasonable attorney fees and other costs and expenses incurred by the Association relating to settlement negotiations, and (c) reasonable attorney fees and other costs and expenses incurred by the Association in preparing for and prosecuting any suit or action ("Collection Costs"). "Action" as used in the section includes, but is not limited to, mediation, arbitration, filing a legal action in a court of law, and hiring a third party to collect amounts due and owing to the Association.

We, the undersigned homeowners in Lakewood Unit #2 HOA, agree to the changes to Article IV. Section 1. Creation of the Lien and Personal Obligation of Assessments.

NAME

ADDRESS

1.

Gillian R. Hunt

218 Arrowrock Lane

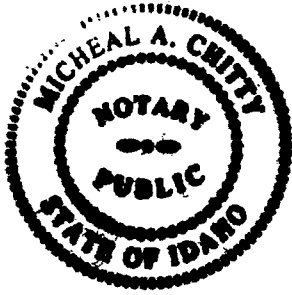
NAME

ADDRESS

- | | | |
|-----|-----------------------------|---------------------------|
| 2. | <u>Janet E. Parks</u> | <u>322 Arrowrock Lane</u> |
| 3. | <u>Theresa A. Groves</u> | <u>140 Redfish Lane</u> |
| 4. | <u>Louise Andrecher</u> | <u>201 Redfish Ln.</u> |
| 5. | <u>Thomas M Smith</u> | <u>3920 RAINDROP</u> |
| 6. | <u>Elaine Dieffenthaler</u> | <u>233 Redfish</u> |
| 7. | <u>Walter R. Moore</u> | <u>259 Arrowrock Lane</u> |
| 8. | <u>Walter Moore</u> | <u>235 Arrowrock</u> |
| 9. | <u>Virginia D. Duff</u> | <u>211 Arrowrock</u> |
| 10. | <u>Allegria Jennings</u> | <u>232 Arrowrock</u> |
| 11. | <u>Pat Mearns</u> | <u>245 Arrowrock</u> |
| 12. | <u>Ernest Wilcox</u> | <u>200 Redfish</u> |
| 13. | <u>John J. Combs</u> | <u>209 Redfish Ln</u> |
| 14. | <u>Jillian S. Hansen</u> | <u>251 Arrowrock Ln.</u> |
| 15. | <u>Jack H. Logan</u> | <u>180 Arrowrock</u> |
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On this 8 day of MAY, in the year of 2008, the above person(s) known to me appeared before me Michael A. Chittag, a notary

public and signed the above document.



Michael A. Chitty
Notary Public
My Commission Expires on 1/11/2011

ARTICLE IV
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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) 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 Association shall have the right to enforce, by any proceedings at law or equity: all approved Assessments described herein. In the event the Association takes action against an Owner(s) to enforce this Declaration and any amendments thereto, or to enforce any rules or regulations promulgated pursuant to the Declaration, then such Owner(s) shall reimburse the Association for: (a) reasonable attorney fees and other costs and expenses incurred by the Association after default and referral to an attorney, (b) reasonable attorney fees and other costs and expenses incurred by the Association relating to settlement negotiations, and (c) reasonable attorney fees and other costs and expenses incurred by the Association in preparing for and prosecuting any suit or action ("Collection Costs"). "Action" as used in the section includes, but is not limited to, mediation, arbitration, filing a legal action in a court of law, and hiring a third party to collect amounts due and owing to the Association.

We, the undersigned homeowners in Lakewood Unit #2 HOA, agree to the changes to Article IV. Section 1. Creation of the Lien and Personal Obligation of Assessments.

	<u>NAME</u>	<u>ADDRESS</u>
1.	<i>Mary Ann McGuire</i>	<i>203 Arrowrock Ln</i>

NAME

ADDRESS

- 2. Laurene Delana 219 Arrowwood Lane Boise, Idaho
- 3. Maile M. LaVardi 275 Arrowrock Ln.
- 4. Alfonso J. Ramirez 306 Arrowrock Ln. Boise
- 5. James J. [unclear] 330 Arrowrock Lane Boise
- 6. James J. [unclear] 2970 Raindrop
- 7. Lisa Ann Ellington 269 Redfish Ln. Boise
- 8. W. M. [unclear] 241 Redfish Ln. Boise
- 9. Ernest [unclear] 236 Redfish Ln
- 10. Blasia Dalleday 216 Redfish Ln.
- 11. Julie Shiverick 240 Arrowrock
- 12. [unclear] 296 Arrowrock
- 13. Tara [unclear] 258 Arrowrock Ln.
- 14. R. Murphy 217 Redfish Lane
- 15. Micheal Rowe 225 REDFISH
- 16. Kathryn L. Byers 272 Arrowrock
- 17. [unclear] 313
- 18. Erin F. Schaus 2940 S. Raindrop Drive
- 19. Jim Hedrick 2960 Raindrop Dr.
- 20. Georgia Erickson 2990 Raindrop Drive
- 21. Shelly May 264 Arrowrock Ln.
- 22. Harold N. [unclear] 291 Arrowrock Ln
- 23. Shirley [unclear] 283 Arrowrock Ln
- 24. Sally Stebson 250 Arrowrock

On this 23 day of MAY, in the year 2008, the above person(s) known to me appeared before me, Micheal A. Chitty, a notary public and signed the above document.



[Signature]
 Notary Public
 My Commission Expires on 01/11/2011



SPACE ABOVE RESERVED FOR RECORDER'S USE

**AMENDMENT 2
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
(CCR'S)
OF THE
LAKEWOOD – UNIT No. 2, A SUBDIVISION
(In the City of Boise, County of Ada, State of Idaho)**

April 21, 2014

RECITALS

WHEREAS, with respect to Lakewood – Unit No. 2, A Subdivision, according to the official plat thereof on file in the office of the County Recorder of Ada County, State of Idaho (hereinafter “Subdivision”), there was recorded a Declaration of Covenants, Conditions, and Restrictions recorded July 15, 2005, as Instrument No. 105095377, official records of Ada County, Idaho (hereinafter “CCR’s”); which CCR’s were amended on May 8, 2008, as Instrument No. 108662388, official records of Ada County, Idaho; (hereinafter as amended called “CCR’s”); and

WHEREAS, the Owners of seventy-five percent (75%), or more, of the lots within the Subdivision have agreed in writing to amend the CCR’s by revising Article 1, Section 1 and Article VIII, Section 3 thereof as provided herein;

NOW THEREFORE, the following Amendments are hereby made to the CCR’s for the following Articles and their respective subparts:

ARTICLE I: DEFINITIONS

Section 1. “Association” shall mean and refer to LAKEWOOD UNIT NO. 2 HOMEOWNERS ASSOCIATION, Inc., a nonprofit corporation organized under the laws of the state of Idaho, its successors and assigns, and shall include those properties known as Lakewood – Unit No. 2, a subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, Idaho, and Block 6 of Lakewood – Unit No. 3, subdivision, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho.

ARTICLE VIII: GENERAL PROVISIONS

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) 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 by approval of fifty-one percent (51%) of the Owners voting in person or by proxy. Any amendment must be recorded.

Except as expressly provided in this Amendment 2, the remaining terms, conditions and covenants of the CCR's shall remain unchanged and in full force and effect.

The undersigned hereby certifies that, pursuant to Article VIII, Section 3 of the CCR's, the Owners of the more than seventy-five percent (75%) of the Lots within the Subdivision have approved in writing the foregoing amendment to the CCR's as evidenced by the meeting minutes attached hereto as Exhibit A.

Dated as of the 21 day of April, 2014.

LAKEWOOD – UNIT NO. 2
HOMEOWNERS ASSOCIATION, INC.

By: Colleen Hunt
Colleen Hunt - President

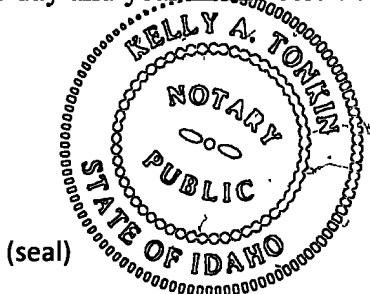
STATE OF IDAHO)

ss

County of ADA

On this 21st day of April, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Colleen Hunt, known or identified to me to be the person authorized to execute the above instrument on behalf of the above-identified entity.

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



Kelly A. Tomlin
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 3/30/18

**Lakewood #2 Homeowner's Association
Special Meeting
April 3, 2014 at 6:30 pm
Gekeler Farms Clubhouse, 3218 Gekeler Lane**

Present:	Teri Mahler	Etta-Hunter	Kathryn Carberry	George & Sharon Moses
	Ginger Jerrel	Colleen Hunt	Joyce Delana by Kent Delana POA	
	Doug Stuart	Rene Rich	Heather Lonigro	Pete & Julie Shiverick
	Gordon Wilmoth		Mike & Pat Chitty	Thomas Smith for Denise Smith
	Frances Field	Julie Field	Myrt Ballard	Charles Daugherty
Proxies:	Ray Chacko	Shirley Mays	Alan Frankle	Natalie Brooks
	Teresa-Catlin & George Diwachak	Ron Graves	Jim Hedrick	Emil Ondrechen
	Richard Pompian		James Bigelow & Sheila Ames	Jan Johnson
	DBT Properties		Don Douglass	Douglas Pollow
	Michael Eubanks			Patrice Bradford
	Betty VanGheluwe & Kim Mannier			Joan Lee
	Mary Hoey	John Southworth	Evelyn Behncke	Michael Rowe
	Joe Icenhower	Jack Logan	Terry Tucker	
	Lisa Ellefson	Anne Reeve	Kim Newberg	

A quorum being present the meeting was called to order by President, Colleen Hunt at 6:35 pm.

CC&R Amendments Proposed:

Article I, Section 1 - The definition of "Association" under Article I is being amended to specifically include Block 6 of Lakewood Unit No. 3. Block 6 has always paid dues to our HOA and been considered a member of the HOA. However, the definition did not specifically include Block 6 and this amendment simply clarifies any ambiguity in that respect. The change will read:

Article I, Section 1. "Association" shall mean and refer to LAKEWOOD UNIT NO. 2 HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns, and shall include those properties known as Lakewood – Unit No. 2, a subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, Idaho, and Block 6 of Lakewood – Unit No. 3, subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, Idaho

Article VIII, Section 3 - Proposed is an amendment to Article VIII, Section 3, pertaining to future Amendments of the Amended and Restated CC&R's to reduce the requirement of 75% of the owners to 51% of the owners for future changes. For those of you who attended the meeting in early November you realize that getting 75% of the owners to participate has proven impossible. The change will read:

Article VIII, Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) 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 by approval of fifty-one percent (51%) of the Owners voting in person or by proxy. Any amendment must be recorded.

Discussion: A member wanted to clarify that these amendments would not affect the 2/3 owner approval for special assessments or large increases in dues. The answer to that is no, this vote only changes the quorum needed to change the CC&R's.

Ballots Collected/Counted: The ballots were cast and counted three times by Julie Shiverick, Colleen Hunt and Danielle Drake.

Ballots cast in favor of the amendments, 43

Ballots cast against the amendments, 3

The amendments were approved.

There being no further business the meeting was adjourned at 6:55 pm.

Respectfully submitted,

Danielle Drake



00288481201601009790110112

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKEWOOD - UNIT NO.2, A SUBDIVISION**

**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 situated in Boise,
County of Ada, State of Idaho, which is more particularly described as:**

**All of the lands located in Lakewood - Unit No.2, a subdivision,
according to the official plat thereof on file in the Office of the
County Recorder of Ada County, State of Idaho**

**NOW, THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following 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 insure to the benefit of each owner
thereof.**

ARTICLE I

DEFINITIONS

**Section 1. "Association" shall mean and refer to LAKEWOOD UNIT NO.
2 HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized under the
laws of the State of Idaho, its successors and assigns, and shall include those properties
known as Lakewood – Unit No. 2, a subdivision, according to the official plat thereof on file
in the Office of the County Recorder of Ada County, Idaho, and Block 6 of Lakewood – Unit
No. 3, subdivision, according to the official plat thereof on file in the office of the County
Recorder of Ada County, Idaho.**

**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.**

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the lands located in Lakewood Unit No.2, a subdivision, except Lots 1 through 50, inclusive, 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.

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;
- (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.
- (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 purpose 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.

ARTICLE III

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) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on September 1, 1979.

ARTICLE IV

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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) 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 on to his successors in title unless expressly assumed by them. The Association shall have the right to enforce, by any proceedings at law or equity: all approved Assessments described herein. Further, in the event the Association incurs attorney fees or other costs in a legal proceeding the prevailing party shall be entitled to all attorney;s fees and costs. The personal obligation for delinquent assessment 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.

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 Three Hundred Ninety-Six Dollars (\$396.00) 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 month of July.
- (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 called for this purpose, written notice of which 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 and basis of the assessments undertaken as an incident to the 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 the 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, including fixtures and personal property related thereto, and legal fees and other miscellaneous costs, 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 to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (%) 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 the 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 six percent (6%) 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. In the event the Association incurs attorneys' fees or other costs in a legal proceeding, the prevailing party shall be entitled

to all attorneys' fees and costs. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 V

EXTERIOR MAINTENANCE

Section 1. In addition to the maintenance upon the Common Area, Lakewood Unit No.2 Homeowners Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass services and driveway replacement.

Section 2. In the event the need for maintenance or 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.

ARTICLE VI

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, 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 VII

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor 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 VIII

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. In the event that the Association incurs attorneys' fees or other costs in a legal proceeding, the prevailing party shall be entitled to all attorneys' fees and costs.

Section 2. Severability. Invalidation of anyone (1) 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 ten (10) 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 by an instrument signed by not less than fifty-one percent (51%) 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.

Section 5. FHAVA Approval As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. 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, 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. Occupancy Restrictions. No Lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incidental to a residence designed and constructed in accordance with the provisions of these covenants relating to approval by an Architectural Control Committee and containing a floor area of not less than approved by the Architectural Control Committee. No dwelling or residence on any Lot or other property area shall be used for living purposes by more persons than it was designed to accommodate comfortably.

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 or to the Common Area. No Owner shall change or alter any of the Common Area or any other exterior portion of an improvement of a Lot without the prior 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, 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 thereto. Nor shall any such vehicles or passenger automobiles be parked regularly or as a matter of practice upon any Common Area or any general use off-street parking facility. 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.

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 one (1) of not more than five (5) square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period; or (1) subdivision identification sign of a size and design approved by the Architectural Control Committee.

Section 8. 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. The provision regarding the number of animals and size of dog shall not apply to any animals presently being kept or harbored within the project by any Owner.* (*This sentence refers to any Home Owner's pets prior to the adoption of this amendment recorded on June 6th, 1977.) Nor shall any such household pet be kept which unreasonably bothers or constitutes a nuisance to other Owners or 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.

Section 9. Exterior Antennas. No outside television antennas or radio aerials shall be installed on any residential lot or exterior of any residence

Section 10. 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 provisions of Article VII hereof.

Section 11. Enforcement. The Board of Directors may adopt rules and regulations to enforce the foregoing provisions, or the Board of Directors may delegate to the Architectural Control Committee the power and duty to adopt such rules and regulations.

IN WITNESS WHEREOF, the undersigned lot owners set their hands on the date indicated.

Virginia Jensen

President

Date: Oct. 20, 2016

Gordon Wilmoth

Vice-President

Date: 10/20/2016

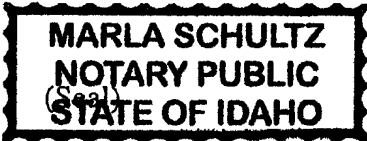
State of Idaho

County of Ada

Subscribed and sworn to (or affirmed) before me this 20 day of October, 2016 by

Virginia Jensen & Gordon Wilmoth

Marla Schultz
Notary Public



My commission expires 10/7/22

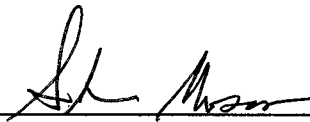
**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF LAKEWOOD—UNIT NO. 2, A SUBDIVISION**

THIS AMENDMENT IS EXECUTED PURSUANT TO ARTICLE 4, Section 10 of the Declaration of Covenants, Conditions and Restrictions of Lakewood—Unit No. 2, A subdivision, recorded on October 20, 2016 as Instrument No. 2016-100979 in the Records of the Ada County Recorder, Boise, Idaho, hereinafter "Lakewood #2 CC&Rs".

ARTICLE 8, Section 3 of the Lakewood #2 CC&R's provides that this Declaration may be amended by an instrument signed by not less than fifty-one (51%) of the Lot Owners.

This Amendment Adds to the Lakewood #2 CC&R's as follows:

Transfer Special Assessment. Upon each transfer of any Building Lot and the recording of the deed in connection with such transfer, each buyer, at closing shall pay to the Association a Special Transfer Assessment of Two Hundred and No/100 Dollars (\$200.00) which shall be used for general Association purposes.

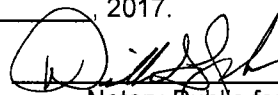


By: Sharon Moses

President of Lakewood Unit No. 2 Homeowners Association, Inc.

STATE OF IDAHO, COUNTY OF ADA

Before me, the undersigned, a Notary Public in and for said State, personally appeared Sharon Moses known to me to be the President of the Lakewood Unit No. 2 Homeowners Association, Inc. Board of Directors, and the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed same on behalf of said corporation given under my hand and seal of office, this 25 day of May, 2017.



Notary Public for State of Idaho
Residing in Meridian, Idaho
Commission Expires: 3/7/22

Lakewood #2
c/o Boardwalk Association Management
PO Box 968
Meridian, ID 83680

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 LISA BATT
BOARDWALK ASSOCIATION MANAGEMENT
2017-116127
12/06/2017 08:21 AM
\$10.00

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKEWOOD—UNIT NO. 2, A SUBDIVISION

THIS AMENDMENT IS EXECUTED PURSUANT TO ARTICLE IV, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Lakewood—Unit No. 2, A subdivision, recorded on October 20, 2016 as Instrument No. 2016-100979 in the Records of the Ada County Recorder, Boise, Idaho, hereinafter "Lakewood #2 CC&Rs".


ARTICLE VIII, Section 3 of the Lakewood #2 CC&R's provides that this Declaration may be amended by an instrument signed by not less than fifty-one (51%) of the Lot Owners. ARTICLE IV, Section 5 of the Lakewood #2 CC&R's provides that 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 for a meeting called for the purpose of taking any action authorized under Article IV, Section 3 (Maximum Annual Assessment) or 4 (Special Assessments for Capital Improvements).

Quorum was established and at least 51% of the Lot Owners approved the amendment listed below on November 2, 2017.

This Amendment Amends the Lakewood #2 CC&R's as follows:

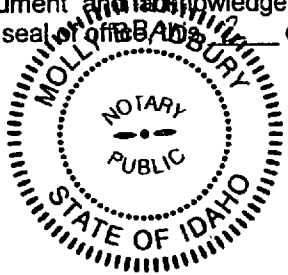
Article IV, Section 3. Maximum Annual Assessment

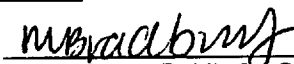
- (a) From and after January 1, 2018 the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by 3% plus the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July. The beginning base annual assessment amount is \$1,800.00 (\$150.00 x 12), the 2017 annual assessment.



By: Sharon Moses
President of Lakewood Unit No. 2 Homeowners Association, Inc.

STATE OF IDAHO, COUNTY OF ADA
Before me, the undersigned, a Notary Public in and for said State, personally appeared Sharon Moses known to me to be the President of the Lakewood Unit No. 2 Homeowners Association, Inc. Board of Directors, and the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed same on behalf of said corporation given under my hand and seal of office on the 28th day of December, 2017.





Notary Public for State of Idaho
Residing in Meridian, Idaho
Commission Expires: 12.12.2022

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKEWOOD - UNIT NO.2, A SUBDIVISION**

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 situated in Boise, County of Ada, State of Idaho, which is more particularly described as:

All of the lands located in Lakewood - Unit No.2, a subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following 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 insure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to LAKEWOOD UNIT NO. 2 HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns, and shall include those properties known as Lakewood — Unit No. 2, a subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, Idaho, and Block 6 of Lakewood — Unit No. 3, subdivision, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho.

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.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the lands located in Lakewood Unit No.2, a subdivision, except Lots 1 through 50 on the plat of Lakewood – Unit No. 2 and Lots 1 through 8 of Block 6 on the plat of Lakewood – Unit No. 3, 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.

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;
- (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.

- (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 purpose 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.

ARTICLE III 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) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on September 1, 1979.

ARTICLE IV
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:

(1) annual assessments or charges, and (2) special assessments, 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 on to his successors in title unless expressly assumed by them. The Association shall have the right to enforce, by any proceedings at law or equity: all approved Assessments described herein. Further, in the event the Association incurs attorney fees or other costs in a legal proceeding the prevailing party shall be entitled to all attorney's fees and costs. The personal obligation for delinquent assessment 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.

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 Three Hundred Ninety-Six Dollars (\$396.00) per lot.

- (a) From and after January 1, 2018 the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by 3% plus the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July. The beginning

base annual assessment amount is \$1,800 (\$150.00 x 12), the 2017 annual assessment.

- (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 called for this purpose, written notice of which 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 and basis of the assessments undertaken as an incident to the 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 a special assessment for the purpose of defraying, in whole or in part, any common expense, including but not limited to, the cost of any construction, reconstruction, repair or replacement of improvements upon the Common Area and any Lot, including fixtures and personal property related thereto, legal fees and other miscellaneous costs and expenses, 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. Subject to assent of two-thirds (2/3) of the votes, the board of directors may levy a series of special assessments due in regular installments over multiple years.

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 to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (%) 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 the 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 six percent (6%) 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. In the event the Association incurs attorneys' fees or other costs in a legal proceeding, the prevailing party shall be entitled to all attorneys' fees and costs. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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.

Section 10. Transfer Special Assessment. Upon each transfer of any Building Lot and the recording of the deed in connection with such transfer, each buyer, at closing shall pay to the Association a Special Transfer Assessment of Two Hundred and No/100 Dollars (\$200.00) which shall be used for general Association purposes.

ARTICLE V EXTERIOR MAINTENANCE

Section 1. In addition to the maintenance upon the Common Area, Lakewood Unit No.2 Homeowners Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass services and driveway replacement.

Section 2. In the event the need for maintenance or 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.

ARTICLE VI 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, 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 VII

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor 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 VIII

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. In the event that the Association incurs attorneys' fees or other costs in a legal proceeding, the prevailing party shall be entitled to all attorneys' fees and costs.

Section 2. Severability. Invalidation of anyone (1) 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 ten (10) 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 by an instrument signed by not less than fifty-one percent (51%) 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.

Section 5. FHA/VA Approval As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. 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, 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. Occupancy Restrictions. No Lot shall be improved except with a dwelling or residential structure or complex designed to accommodate no more than a single family and its servants and occasional guests plus other improvements and structures as are necessary or customarily incidental to a residence designed and constructed in accordance with the provisions of these covenants relating to approval by an Architectural Control Committee and containing a floor area of not less than approved by the Architectural Control Committee. No dwelling or residence on any Lot or other property area shall be used for living purposes by more persons than it was designed to accommodate comfortably.

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 or to the Common Area. No Owner shall change or alter any of the Common Area or any other exterior portion of an improvement of a Lot without the prior 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, 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 thereto. Nor shall any such vehicles or passenger automobiles be parked regularly or as a matter of practice upon any Common Area or any general use off-street parking facility. 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.

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 one (1) of not more than five (5) square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period; or (1) subdivision identification sign of a size and design approved by the Architectural Control Committee.

Section 8. 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. The provision regarding the number of animals and size of dog shall not apply to any animals presently being kept or harbored within the project by any Owner.* (*This sentence refers to any Home Owner's pets prior to the adoption of this amendment recorded on June 6th, 1977 .) Nor shall any such household pet be kept which unreasonably bothers or constitutes a nuisance to other Owners or 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.

Section 9. Exterior Antennas. No outside television antennas or radio aerials shall be installed on any residential lot or exterior of any residence.

Section 10. 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 provisions of Article VII hereof.

Section 11. Enforcement. The Board of Directors may adopt rules and regulations to enforce the foregoing provisions, or the Board of Directors may delegate to the Architectural Control Committee the power and duty to adopt such rules and regulations.

IN WITNESS WHEREOF, the undersigned lot owners set their hands on the date indicated.

[Signature]

President

Date: 5.17.18

[Signature]

Vice President

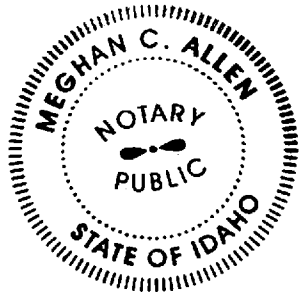
Date: 5.17.18

State of Idaho

County of Ada

Subscribed and sworn to (or affirmed) before me this 17 day of May, 2018

by Meghan Allen



[Signature]
Notary Public

My commission expires 08/03/2021

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKEWOOD – UNIT NO. 2, A SUBDIVISION

THESE AMENDMENTS ARE EXECUTED PURSUANT TO the Declaration of Covenants, Conditions, and Restrictions of Lakewood—Unit No. 2, A subdivision, recorded on October 20, 2016 as Instrument No. 2016-100979 in the Records of the Ada County Recorder, Boise, Idaho, hereinafter “Lakewood #2 CCRs”.

Article 8, Section 3 of the Lakewood #2 CC&Rs provides that this Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners.

First Amendment passed on May 16, 2018: Changes to Article I, Section 4 of the Declaration:

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the lands located in Lakewood Unit No.2, a subdivision, except Lots 1 through 50 on the plat of Lakewood – Unit No. 2 and Lots 1 through 8 of Block 6 on the plat of Lakewood – Unit No. 3, Ada County, State of Idaho.

Second Amendment passed on May 16, 2018: Changes to Article IV, Sections 1 and 4 of the Declaration:

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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments, 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 on to his successors in title unless expressly assumed by them. The Association shall have the right to enforce, by any proceedings at law or equity: all approved Assessments described herein. Further, in the event the Association incurs attorney fees or other costs in a legal proceeding the prevailing party shall be entitled to all attorney's fees and costs. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

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IN WITNESS WHEREOF, the undersigned lot owners set their hands on the date indicated.

[Signature] Sandra K Turner

President

Vice President

Date: 5.17.18 Date: 5.17.18

State of Idaho

County of Ada

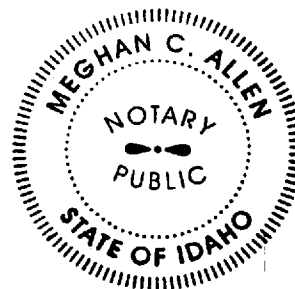
Subscribed and sworn to (or affirmed) before me this 17 day of May, 2018

by Meghan Allen

Meghan C. Allen

Notary Public

My commission expires 08/03/2021



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IN WITNESS WHEREOF, the undersigned lot owners set their hands on the date indicated.

[Signature]

Sandra K Turner

President

Vice President

Date: 5.17.18

Date: 5.17.18

State of Idaho

County of Ada

Subscribed and sworn to (or affirmed) before me this 17 day of May, 2018

by Sharon Moses + Sandra K Turner

Meghan C. Allen

Notary Public

My commission expires 08/03/2021

