

7717427

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LAKEWOOD - UNIT NO. 5, A SUBDIVISION
Dated: APRIL 22, 1977
Recorded:
Instrument No.

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. 5, a subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 41 of Plats at pages 3373 and 3374.

NOW, THEREFORE, Declarant hereby declares that all 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. 5 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 thereon) 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:

Lot 40, Block 1, and Lots 19, 38 and 39,
Block 7 of Lakewood - Unit No. 5, a sub-
division, Ada County, State of Idaho.

It is contemplated that a contract shall be entered into with Lakewood Unit No. 3 Homeowners' Association, Inc., for the joint use and maintenance of the above-described Common Area and the following-described Common Area located in Lakewood - Unit No. 3, to wit:

All of Block 3, Lakewood - Unit No. 3, a
subdivision, Ada County, State of Idaho.

In the event such contract or joint association or other legal arrangement is made regarding said Common Areas located in said Unit No. 5 and Unit No. 3, same shall not materially affect the terms, covenants and restrictions contained herein regarding Lakewood - Unit No. 5 Subdivision unless duly amended. Lakewood - Unit No. 5 Owners agree to be bound by and comply with the terms of said agreement or other arrangement and to pay when due their proportionate share of costs of maintenance and improvements; and same shall be subject to the terms and conditions of Article VII and Article IX, Section 4, hereafter, except as to the maximum assessment set out therein.

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

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

Section 7. Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE II

BUILDING AND IMPROVEMENTS

Section 1. Building Restrictions and Type of Buildings. Each residential Lot shall be restricted to Single Family Dwellings, and no structure shall be erected upon any residential Lot or building site other than residential dwellings which shall exceed two (2) stories in height. All buildings shall be of frame, stone, brick, concrete or block construction and, if other than brick or stone, shall be finished, painted and kept in good repair, and said property shall be used in such manner as to be inoffensive to any other property owners thereof.

Section 2. Minimum Building Size. All residential buildings erected upon said property shall have a floor area required by a majority of the committee established in accordance with the provisions of Article VIII hereof; provided, however, that in no event shall the required area be less than one thousand (1,000) square feet of ground floor area in the case of a one (1) story house, nor less than eight hundred (800) square feet of first floor area in the case of a two (2) story or split level house, exclusive of garage, carports, patios, breezeways, storage rooms, porches and similar structures.

Section 3. Building Location. Unless otherwise specifically approved in writing by a majority of the Architectural Control Committee, as provided for in Article VIII hereof, all dwellings, garages, or any part thereof, or any other structure (exclusive of fences and similar structures) shall be subject to the following setback requirements:

a. Lots 3, 4, 8, 9, 10, 11, 15, 16, 21, 22, 27, 28, 29, 30, 34 and 35, Block 7, Lakewood - Unit No. 5:

- (1) Front yard: Ten feet (10') minimum, except that the entrance to a garage shall be a minimum of twenty feet (20') behind the curb or sidewalk as applicable.
- (2) Rear yard: Fifteen feet (15') minimum.
- (3) Side yard: One side of a dwelling unit may be constructed on the property line, provided that the remaining side yard shall be a minimum of six feet (6'). In no case shall there be less than a six-foot (6') separation between dwelling structures.

(4) Street side yard: Eight feet (8') minimum.

b. Lots 32 through 39, inclusive, Block 1, and Lots 1, 2, 5, 6, 7, 12, 13, 14, 17, 18, 20, 23, 24, 25, 26, 31, 32, 33, 36 and 37, Block 7, Lakewood - Unit No. 5:

- (1) Front yard: Fifteen feet (15') minimum, except that the entrance to a garage shall be a minimum of twenty feet (20) behind the curb or sidewalk as applicable.
- (2) Rear yard: Fifteen feet (15') minimum.
- (3) Side yard: One side yard may be a minimum of three feet (3') with the other a minimum of seven feet (7'), provided that in no case shall there be less than a ten-foot (10') separation between dwelling structures.
- (4) Street side yard: Twelve-foot (12') minimum.

This provision shall also apply to garages or other buildings located on the rear quarter of any lot. For the purpose of this covenant, eaves, steps, chimneys and gutters shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building to encroach upon any other site. Open porches shall not be considered as a part of the building, but any open porch which would extend beyond the building lines as herein established shall, prior to construction, require the approval of the Architectural Control Committee. Where it is architecturally possible, it is recommended that all garages be incorporated in and made a part of the dwelling house.

Section 4. Building Site. A building site shall consist of at least one (1) of the residence lots as platted in said plat and as described in a deed or conveyance, or a parcel composed of such residence lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of the residence lots as platted in the same block, with a minimum of four thousand two hundred (4,200) square feet of area and fifty feet (50') of frontage at the building setback line.

Section 5. Moving of Buildings - Construction of Outbuildings. No buildings or structures shall be moved onto said real property from any land outside of said plat except a new prefabricated structure of a type and design approved by the Architectural Control Committee. No trailer houses shall be parked in any street or within building setback lines. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small building or permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.

Section 6. Prosecution of Construction Work. The construction of the dwelling and associated structures shall be prosecuted diligently and continuously from time of commencement thereof until such dwelling and associated structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction, unless prevented by causes beyond the control of the owner or builder and only for such time as that cause continues.

Section 7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in a lot or tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or tract.

Section 8. Excavation, Defacing of Landscape, Ditches. No excavation for stone, sand, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary in connection with the erection of an improved structure thereon. No irrigation drain or waste water shall be permitted to flow in open ditches to or on any lot or tract in said subdivision and may be transmitted only as follows:

a. Ditches, if any, to be carried at sufficient depth underground so as not to interfere with the use of such ground;

b. Ditches, if any, to be carried in a sealed underground conduit;

c. Ditches, if any, to be located only within easement or street right-of-way lines as shown on the plat of said subdivision; and

d. The cost of construction of such ditches, if any, shall be paid by the parties installing the same. Owners of said subdivision are under no obligation to deliver water or furnish rights-of-way to any of the lots or tracts of this subdivision.

Section 9. Unsightly Structures or Equipment. No unsightliness shall be permitted on any lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view. Trailers, mobile homes, boats, tractors, vehicles other than automobiles, snow removal equipment, campers, oil carts or garden or maintenance equipment shall at all times, except when in actual use, be kept in an enclosed structure or screened from view in a manner approved by the Architectural Control Committee. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view, except when necessarily placed for pickup by garbage removal facilities. Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs or tree clippings or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any lot or tract unless appropriately screened as approved by the Architectural Control Committee.

Section 10. Working, Recreational Vehicles and Trailers. No campers, recreational vehicles, trailers, boats or similar vehicles and no working or commercial vehicles of three-quarter (3/4) ton or greater shall be regularly or as a matter of practice parked on any lot unless properly garaged and shall not be parked on any street adjacent to the property.

Section 11. Material Storage. No building material of any kind shall be placed or stored upon a building site until the grantee or builder is ready and able to commence construction, and then such material shall be placed within the property lines of the building site upon which the structure is to be erected. The Architectural Control Committee and/or Association, through its agents, shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, brush, growth or refuse.

Section 12. Fences - Hedges. No fence, hedge or boundary wall situated anywhere upon any building site shall have a height greater than six feet (6') or such other lesser heights as the undersigned owner may specify above the finished graded surface or the ground upon which such fence, hedge or wall is situated. Only the rear yard portion of any building site may be fenced. No fence shall be located closer to a street than the rear building line of any dwelling, except where the rear building line of two adjacent dwellings differs, the building line closest to the street shall prevail. No fence may be re-located after initial construction but may be repaired, maintained or reconstructed as necessary, subject to the provisions of Article II, Section 17. No fence, wall, hedge or shrub planting with an elevation above three feet (3') shall be permitted in front of building setback requirements without special written consent of the Architectural Control Committee.

Section 13. Noxious Use of Property - Spite Fences. No portion of the Common Area, residential lot or building site or any structure thereon shall be used for the conduct of any trade or business or professional activities, and noxious or undesirable acts, or undesirable use of any portion of the real property is prohibited and shall not be permitted or maintained; provided, however, the undersigned, its officers and agents, may maintain on a residence lot owned by them an office for the purpose of the development, construction and sale of the lots in said Lakewood - Unit No. 5, a subdivision, or immediate or adjacent subdivisions which will be developed and improved in the overall plan of the undersigned for the area involved, which Lakewood - Unit No. 5, a subdivision, is a portion thereof.

Section 14. Billboards - 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 the construction and sales period; or one (1) subdivision identification sign of a size and design approved by the Architectural Control Committee.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose. Not more than one (1) dog and one (1) cat for a total of two (2) animals shall be kept by any residential householder; nor shall any such domesticated animals be kept which unreasonably bother or constitute 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 but outside the Owner's unit and lot. It shall be the obligation of each Owner to control a pet in accordance with the rules and regulations of the Association.

Section 16. Exterior Antennas. No outside television antennas or radio aerials shall be installed on any residential lot or the exterior of any residence.

Section 17. Control of Exterior Walls, Roofs, Etc. The Architectural Control Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs and to require basic front yard landscaping. Owner shall not repaint the outside walls thereof without first obtaining approval of the Architectural Control Committee as to color. All patio roofs shall be of uniform design and color.

ARTICLE III

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; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

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

ARTICLE IV

EASEMENTS

Section 1. Driveways. Each Owner shall have an exclusive right to use and enjoy the private driveway appurtenant to his Lot as shown on the site plan.

Section 2. Owner's Rights in Lot Subject to the Provisions of this Declaration. Each Owner shall own his Lot in fee simple and shall have full and complete dominion thereof subject to the provisions of this Declaration.

Section 3. Owner's Easement for Access, Support and Utilities. Each Owner shall have a nonexclusive easement over the Common Area for access to his Lot, provided that access by vehicle shall be only across drives and ways provided for that purpose. Each Owner shall have a nonexclusive easement in and over adjacent Lots and units for horizontal and lateral support of the unit which is located on such Owner's Lot and over other Owners' Lots and units as may be required for utility services, including water, sewer, gas, electricity, telephone, television, and other similar services.

Section 4. Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Lot or the patio or private driveway appurtenant thereto, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a unit encroaches or shall hereafter (whether because of reconstruction or otherwise) encroach upon the Common Area, or upon another Lot, the Owner of that unit shall and does have an easement for such encroachment and for the maintenance of the same. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any of the improvements, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the project or any part thereof. An overhang easement is granted to any Owner whose roof, eaves, gutters or similar items overhang the Lot of another Owner or the Common Area.

Section 5. Easements in Lots for Repair, Maintenance and Emergencies. The Association shall have an easement as may be necessary for access through each Lot from time to time, during reasonable hours, as may be necessary for the maintenance, repair or replacement of any of the Common Area accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another unit. To make reasonable repairs or improvements to a unit conveniently, or to reconstruct such unit in the event of a casualty, it may be desirable to do so through another Owner's Lot or unit; and all Owners hereby grant to all other Owners an easement for such purpose. If any damage shall be done

to another's Lot or unit or to the Common Area in exercising the rights granted in this Section 5, such damage shall be restored by the Association or the Owner creating such damage.

Section 6. Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances of and other instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as are provided for herein, even though no specific reference to such easements appears in any such conveyance.

Section 7. Easements. Certain of the improvements, including fences, may be constructed upon or close to an adjacent lot line, making it necessary for such Owner to utilize adjacent property for the repair, replacement, maintenance or renovation of same. In such event, such Owner shall have a nonexclusive easement over and upon the property of the adjacent lot as reasonably necessary and as may be required for maintenance, repair, replacement or renovation of said Owner's improvements or property, including fences.

ARTICLE V

UMBRELLA ASSOCIATION OR COMMON MAINTENANCE CONTRACTS

Owners in Lakewood Unit No. 5 Homeowners Association, Inc., understand and agree that future changes and developments in the area, including economic considerations, may make it desirable and expedient to enter into contracts with other Homeowners Associations in the area for common use of and maintenance of common areas of the respective Associations, including common maintenance contracts with maintenance service organizations. Said changes and developments may further make it desirable and expedient to form one Umbrella Homeowners Association composed of Lakewood Unit No. 5 Homeowners Association, Inc., and other Subdivision Homeowners Associations in the area.

Such Umbrella Association or common contracts may be entered into so long as same do not materially affect the terms, covenants or restrictions contained herein regarding Lakewood - Unit No. 5 Subdivision without amendments duly made as set out hereafter.

ARTICLE VI

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 () person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On July 1, 1980.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which

each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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 Ninety-Six Dollars (\$96.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding year ending July 31.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly 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 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 nonuse 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 VIII

ARCHITECTURAL CONTROL

The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of Lakewood - Unit No. 5 Homeowners Association, Inc. A majority of the Architectural Control Committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Covenants. No member of said committee, duly appointed or elected, shall incur liability by reason of any act or omission in exercising the duties herein established for such committee.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties hereinbefore described, nor shall any exterior addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, materials, shape, height, color and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event said committee or its duly designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it in writing, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

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

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 25th day of APRIL, 1977.

TRIANGLE DEVELOPMENT COMPANY

By William D. Tate
President

ATTEST:

Fred Hopke
Secretary

STATE OF IDAHO)
County of ADA) ss.

On this 25th day of APRIL, 1977,
before me, the undersigned, a Notary Public in and for said state,
personally appeared WILLIAM D. TATE
and FRED L. KOPKE, known to me to be the
PRESIDENT and SECRETARY
respectively, of TRIANGLE DEVELOPMENT COMPANY, and acknowledged
to me that they executed the within instrument for and on behalf of
said corporation.

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



Michael D. V.
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA, ss.
Filed for record at the request of Triangle Development Co.
25 Min. past 12 o'clock P. M. on this 25 day of April, 1977
CLARENCE A. McARD [Signature] Recorder
By Ima Clark Deputy

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7808626

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKEWOOD - UNIT NO. 5,
A SUBDIVISION

WHEREAS, Triangle Development Company, as Declarant did heretofore on the 25th day of APRIL, 1977, file for record the Declaration of Covenants, Conditions and Restrictions for Lakewood - Unit No. 5, a subdivision, as Instrument No. 7717437 in the Office of the County Recorder of Ada County, Idaho, and

WHEREAS, it is now necessary to remove from said Subdivision one lot for use as access to proposed Lakewood- Unit No. 8, a subdivision,

NOW, THEREFORE, the undersigned being 90% of the lot owners, together with any necessary FHA and/or VA approval hereby amend the Declaration of Covenants, Conditions and Restrictions for Lakewood - Unit No. 5, a subdivision, by adding thereto as follows:

That it is understood and agreed that one of the following lots: Lot 32, Lot 34, Lot 35 or Lot 36, Block 1, Lakewood Subdivision - Unit No. 5 will be removed from said Subdivision and become a part of Proposed Lakewood, Unit No. 8 for purposes of providing access thereto. That upon determination of which of said lots is to be removed and filing of proper plat disclosing same, that said lot shall no longer be a part of lakewood - Unit No. 5 and no longer

subject to the Covenants, Conditions and Restrictions of said Declaration.

Except as hereby amended, said Declaration of Covenants, Conditions and Restrictions for Lakewood - Unit No. 5, a subdivision, heretofore filed as Instrument No. 7717427 in the Office of the County Recorder of Ada County, Idaho, is in all other respects in full force and effect.

IN WITNESS WHEREOF, the undersigned, being not less than ninety percent (90%) of the Lot Owners, and the duly authorized representative of the Federal Housing Administration or the Veterans Administration have hereunto set their hands and seal: the month, day and year set out beside their respective signatures.

<u>Name</u>	<u>Date Signed</u>	<u>Legal Description of Property Owned</u>
<u>[Signature]</u>	<u>2/21/78</u>	<u>Lot 6, Block 7</u>
<u>[Signature]</u>	<u>2/21/78</u>	<u>Lot 6, Block 7</u>
<u>[Signature]</u>	<u>2-2-78</u>	<u>Lot 4, Block 7</u>
<u>[Signature]</u>	<u>2-2-78</u>	<u>Lot 9, Block 7</u>
<u>[Signature]</u>	<u>2-2-78</u>	<u>Lot 9, Block 7</u>
<u>[Signature]</u>	<u>2-2-78</u>	<u>Lot 33, Block 7</u>
<u>[Signature]</u>	<u>2-2-78</u>	<u>Lot 33, Block 7</u>
<u>[Signature]</u>	<u>2-3-78</u>	<u>Lot 30, Block 7</u>
<u>[Signature]</u>	<u>2-11-78</u>	<u>Lot 2, Block 7</u>
<u>[Signature]</u>	<u>2/27/78</u>	<u>Lot 2, Block 7</u>
<u>[Signature]</u>	<u>2/27/78</u>	<u>Lot 31, Block 7</u>

Name	Date Signed	Legal Description of Property Owned
<i>Jim Carberry</i>	<i>Feb. 14, 1977</i>	<i>LOT 5, BLOCK 7</i>
<i>Janet K. Hurley</i>	<i>2/16/78</i>	<i>LOT 1, BLOCK 7</i>
<i>London E. Hurley</i>	<i>2/16/78</i>	<i>LOT 1, BLOCK 7</i>
<i>Alfred W. Lortick</i>	<i>2/16/78</i>	<i>LOT 37, BLOCK 7</i>

TRIANGLE DEVELOPMENT COMPANY, INC., record owner of Lots 10, 11, 12, 15, 16, 21, 24, 25, 26, 27, 32 and 35, Block 7; and Lots 32, 33, 34, 35, 36, 37, 38 and 39, Block 1, LAKEWOOD UNIT NO. 5 on this 11th day of January, 1978.

By: *William D. Tate*
President

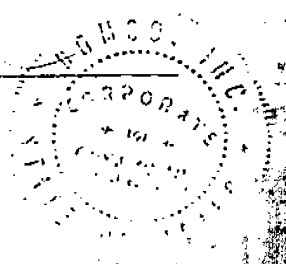
ATTEST: *Neil L. Koeke*
Secretary



HOMCO, INC., record owner of Lots 7, 8, 13, 14, 17, 18, 20, 22, 23, 28, 29, 33, 36 and 37, Block 7, LAKEWOOD UNIT NO. 5 on this 10th day of January, 1978.

By: *Ben F. Peterson*
President

ATTEST: *Shirley A. Peterson*
Secretary



8153370

AFFIDAVIT AUTHORIZING CHANGE ON PLAT SHOWING
LAKEWOOD - UNIT NO. 5, A SUBDIVISION
ADA COUNTY, IDAHO

STATE OF IDAHO)
County of Ada) ss

I, D. Michael Preston, a registered professional engineer/land surveyor, licensed by the State of Idaho, do hereby certify that the plat of Lakewood - Unit No. 5, a subdivision, recorded in the office of the Ada County Recorder, in Book 41 of Plats at pages 3373 and 3374 at 10:21 o'clock a.m., on the 5th day of April, 1977, was made by me and since the date of recording, errors have been discovered. This affidavit is for the purpose of authorizing the Ada County Recorder to make notation on said subdivision plat correcting those errors.

On the front sheet of Lakewood - Unit No. 5, the common boundary line of Lots 33 and 34, Lots 34 and 35, Lots 35 and 36, Lots 36 and 37, Lots 37 and 38, Lots 38 and 39 and Lots 39 and 40, all of Block 1, the Bearing reads S.0°01'56" W.

The Bearing of the above-mentioned common boundary lines should read S.1°01'56" W.



D. Michael Preston
D. Michael Preston, P.E./L.S.
Idaho Certificate No. 2109

STATE OF IDAHO)
County of Ada) ss

On this 17th day of December, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared D. Michael Preston, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Rory D. Dively
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO COUNTY OF ADA
58 *[Signature]* 19 81

STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of JANUARY, 1978, 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, 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 for and on
behalf of said Corporations.

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



Michael R. Handley
Notary Public for Idaho
Residing at Boise, Idaho
COMMISSION EXPIRES 2/13/78

STATE OF IDAHO, COUNTY OF ADA, ss. Triangle Development
Filed for record at the request of Triangle Development
30 Min. past 11 o'clock A.M. this 17 day of Feb. 19 78
By Clarence A. Planting Recorder
Clarence A. Planting Deputy
Feb 5. 78

STATE OF IDAHO)
) ss.
County of Ada)

On this 10th day of JANUARY, 1978, before me, the undersigned, a
Notary Public in and for said State, personally appeared BRYCE L. PETERSON and
SHIRLEY A. PETERSON, President and Secretary, respectively of HOMCO, 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 for and on behalf of said
corporations.

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

Michael R. Handley
Notary Public for Idaho
Residing at Boise, Idaho
COMMISSION EXPIRES 2/13/78

STATE OF IDAHO)

) ss.

County of Ada)

On the month, day and year set out above beside the respective signatures, before me, a Notary Public in and for said State, personally appeared those certain persons, known to me to be the persons whose names are subscribed above, and acknowledged to me that they executed the same as property owners of the respective properties described above, and did approve and agree to the Amendment to Declaration of Covenants, Conditions and Restrictions for Lakewood - Unit No. 5, a subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 16th day of FEBRUARY, 1978.



Michael W. Vandee

Notary Public for Idaho

Residence: Boise, Idaho

my Commission Expires 2/13/82