



01197963202200827350390392

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAKEWOOD-UNIT NO. 6, A SUBDIVISION  
AND LAKEWOOD-UNIT NO. 7, A SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION is made effective as of September 28, 2022, by Lakewood Unit No. 6 and Lakewood Unit No. 7 Homeowners Association, Inc., an Idaho non-profit corporation (“HOA”), and no less than seventy-five percent (75%) of the Owners of Building Lots within the Property as defined by Exhibits A and B attached hereto.

**CONTENTS**

<b>ARTICLE I – RECITALS .....</b>	<b>2</b>
<b>ARTICLE II – DECLARATION.....</b>	<b>2</b>
<b>ARTICLE III – DEFINITIONS.....</b>	<b>3</b>
<b>ARTICLE IV – RESIDENTIAL PROPERTIES – USE AND IMPROVEMENTS .....</b>	<b>6</b>
<b>ARTICLE V – THE HOA.....</b>	<b>13</b>
<b>ARTICLE VI – THE ARCHITECTURAL CONTROL COMMITTEE.....</b>	<b>19</b>
<b>ARTICLE VII – THE COMMON AREA.....</b>	<b>21</b>
<b>ARTICLE VIII – ASSESSMENTS.....</b>	<b>22</b>
<b>ARTICLE IX – GENERAL PROVISIONS.....</b>	<b>25</b>
<b>ARTICLE X – UMBRELLA ASSOCIATION .....</b>	<b>27</b>
<b>ARTICLE XI – MAJOR HOME REPAIR OR REPLACEMENT.....</b>	<b>27</b>
<b>EXHIBIT A – PLAT OF LAKEWOOD-UNIT NO. 6, A SUBDIVISION .....</b>	<b>37</b>
<b>EXHIBIT B – PLAT OF LAKEWOOD-UNIT NO. 7, A SUBDIVISION .....</b>	<b>38</b>

## ARTICLE I – RECITALS

1.1 That the Original Declaration of CC&Rs, Conditions and Restrictions for Lakewood-Unit No. 6, a Subdivision, recorded as Instrument No. 7761136 on December 19, 1977, amended to include Lakewood-Unit No. 7, a Subdivision, recorded as Instrument No. 7854637 on October 13, 1978, amended and recorded as Instrument No. 8049537 on October 17, 1980, amended and recorded as Instrument No. 95019229 on March 23, 1995, and amended and recorded as Instrument No. 106075474 on May 15, 2006 in the records of Ada County, Idaho (collectively “Original Declaration”), required consolidation, amendment and updates to ensure continued effectiveness, promote compliance and clarify their meaning. This Amended and Restated Declaration shall supersede and replace the Original Declaration.

1.2 The property subject to this Amended and Restated Declaration of CC&Rs, Conditions and Restrictions (“CC&Rs”) for Lakewood-Unit No. 6, a Subdivision (“Lakewood 6”) and Lakewood-Unit No. 7, a Subdivision (“Lakewood 7”), (collectively, “Lakewood 6 & 7”) is all the real property located in the City of Boise, County of Ada, state of Idaho, described in the attached Exhibit A, Lakewood 6 Plat and Exhibit B, Lakewood 7 Plat (the “Property”).

1.3 The purpose of these CC&Rs and the Original Declaration is to set forth the basic restrictions that apply to the Property. The CC&Rs are designed to preserve the Property’s value, desirability, and attractiveness; to ensure a well-integrated high-quality development; and to guarantee adequate maintenance of the Common Area, and Improvements located thereon, in a cost effective and administratively efficient manner.

## ARTICLE II – DECLARATION

2.1 The HOA declares that the Property shall be held, used, occupied, and improved subject to the following CC&Rs, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, and improvement of the Property, and to enhance the value, desirability, and attractiveness of the Property. The CC&Rs set forth herein:

2.1.1 Shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any Lot, parcel, or portion thereof;

2.1.2 Shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

2.1.3 Shall inure to the benefit of, and be binding upon all Owners, and such Owner’s respective successors in interest, and may be enforced by any Owner, or such Owner’s successors in interest, or by the HOA as hereinafter described.

2.2 In the event of a conflict between the provisions of these CC&Rs and the requirements of the ordinances of governmental entities applicable to the Property, the more restrictive shall control.

### **ARTICLE III – DEFINITIONS**

3.1 Abandoned or Inoperative Vehicle: shall mean any vehicle which cannot be operated, and which remains on any Lakewood 6 & 7 street, driveway or in public view for longer than seven (7) consecutive days, or any vehicle whose owner cannot be determined or located, or any vehicle which cannot be operated and whose owner refuses to remove the vehicle from public view following written notice from the Board.

3.2 Absentee Owners: shall mean any Owner of a Lakewood 6 & 7 Building Lot not living full-time at that Residential unit, including such Owner who may rent or lease their Residential unit to others (i.e., their tenants).

3.3 Americans with Disabilities Act (“ADA”): shall mean the federal legislative enactment described in 42 U.S.C. 12101 et. seq.: including the Idaho legislative enactments related to the federal enactment found in I.C. § 56-701 et. seq. and I.C. § 67-5901 et. seq.

3.4 Architectural Control Committee (“ACC”): shall mean the Board-appointed committee which exists to assist the Board in ensuring uniform compliance with the CC&Rs. See Article VI.

3.5 Articles: shall mean the Articles of Incorporation of the HOA or other organizational or charter documents of the HOA.

3.6 Assessment: shall mean those payments required of Owners, including Regular and Special Assessments of the HOA as further defined in these CC&Rs.

3.7 Board of Directors (“Board”): shall mean the Lakewood 6 & 7 Owners elected by their fellow Members, or, under certain circumstances, appointed by the existing duly elected Board members, to serve as the HOA’s main governing body.

3.8 Boundary Wall: shall mean a solid wall composed of any man-made material separating or between two (2) or more Lots.

3.9 Building Lot: shall mean one (1) or more Lots within the Property as specified or shown on any Plat and/or by CC&Rs, upon which Improvements may be constructed.

3.10 Bylaws: shall mean the document that governs the activities of the Board.

3.11 Clutter: shall mean an excess of unused or rarely used objects filling a publicly visible space so as to create an Unsightly or Undesirable appearance.

3.12 Common Area: shall mean any or all property within the Property boundaries other than individual Building Lots and public streets. The Common Area includes, without limitation, all Improvements within the Common Area, including common parking areas; parks, ponds, pond outflow devices, exterior lighting, benches and walks intended for the common use and enjoyment of Owners. The following is the legal description of the Common Area:

Lakewood 6, Block 8, Lot 6  
Lakewood 6, Block 10, Lot 3  
Lakewood 6, Block 11, Lot 14  
Lakewood 7, Block 8, Lot 17  
Lakewood 7, Block 9, Lot 28  
Lakewood 7, Block 12, Lots 1, 2, 3 and 4

(See Exhibit A and Exhibit B for depictions of the Lots and Blocks within Lakewood 6 & 7)

3.13 Fine: shall mean and refer to a monetary penalty imposed and levied by the Board against an Owner for a persistent or recurring violation of any of the CC&Rs. Fines are subject to the statutory mandates of Idaho Code 55-3201 and amendments thereto.

3.14 Hedge: shall mean a row of bushes or small trees planted close together to form a fence or boundary along the border of a Building Lot.

3.15 Holiday Decorations: shall mean all decorations placed on the exterior of any Improvement or Building Lot for any national, federal, religious, or calendar holiday observance.

3.16 Improvement: shall mean any permanent structure on any Building Lot or any publicly visible change made to any part of a Building Lot that affects or could affect property values.

3.17 Lakewood 6 & 7: shall mean Lakewood-Unit No. 6, a Subdivision outlined in the Plat filed in the records of Ada County, Idaho in Book 43, pages 3507 and 3508 and Lakewood-Unit No. 7, a Subdivision outlined in the Plat filed in the records of Ada County, Idaho in Book 45, pages 3653 and 3654. See Exhibits A and B.

3.18 Lot: shall mean any subdivision Lot covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.19 Member: shall mean those persons entitled to membership in the HOA by virtue of their ownership of a Building Lot subject to Assessment.

3.20 Member in Good Standing: shall mean a Member whose annual Assessment account is not in arrears and who has no open violations of these CC&Rs.

3.21 Minor Maintenance or Repair of a Vehicle: includes, but is not limited to, changing oil, similar fluids, tires, windshield wipers, and other small repairs or replacements that may be accomplished in a few hours without undue Unsightliness or noise.

3.22 Nuisance: shall mean anything that results in annoyance, inconvenience, discomfort, unsafe conditions, damage to property or injury to others. Nuisance includes, but is not limited to dogs barking incessantly; dogs and cats allowed to roam off their owner's property, defecating on other building Lots or Common Area, or disturbing wildlife on other Building Lots or Common Area. Nuisance also includes loud music or other noises; trees or shrubs on a Building Lot that cause avoidable damage or disruption on a neighboring property or Common Area; noxious odors; conditions on a Building Lot that could or does attract and harm children or domestic animals; or conditions which incite a discriminatory or hostile condition toward any Owner.

3.23 Occupant: shall mean individuals legitimately living in a Residential unit on a Building Lot. Occupants might be the Owner, his/her family members, temporary guests of the Owner/family, or legal tenants.

3.24 Owner: shall mean the person, persons or entity holding a fee-simple title to any Lot in Lakewood 6 & 7.

3.25 Policy Manual ("PM"): shall mean a summary of the CC&Rs meant to serve as an easy-to-use reference for Owners. The PM is addressed in more detail in Section 5.2.1.6 of these CC&Rs.

3.26 Pond Lots: shall mean those Lots that border the ponds within the Property. Specifically, the Pond Lots include:

Block 8, Lots 7, 8, 9, 10, 11 and 13

Block 9, Lot 27

Block 10, Lots 4, 5, 6 and 7

3.27 Property: shall mean the Lots and Common Area within Lakewood 6-Unit No. 6, a Subdivision and Lakewood-Unit No. 7, a Subdivision as identified on the Plats and described in Section 1.2.

3.28 Rental: shall mean any non-Owner-occupied Building Lot occupied for a minimum of thirty (30) days by legal tenants.

3.29 Residential: shall mean the single-family use of the unit by at least one person, including temporary guests of the principal Occupant.

3.30 Unsightly or Undesirable: shall mean any aesthetic condition or characteristic of the exterior of any Residential unit or Lot that the Board determines does or will significantly detract from the neighborhood quality of life or property values, or constitute a Nuisance.

3.31 Variance: shall mean authority granted under Section 6.4 to an Owner by the Board which allows the Owner to deviate from a specific Section of the CC&Rs for a prescribed period of time.

3.32 Voting Member: shall mean the Owner of a Building Lot (or holder of an Owner's voting proxy) empowered to vote at an annual meeting, or to sign instruments or other duly presented material on behalf of an Owner's Building Lot.

3.33 Voting Rights: Each Owner is entitled to one (1) vote for each Building Lot owned. When more than one (1) person holds an ownership interest in any one (1) Building Lot, all such persons shall be Members - however, only one (1) vote shall be cast per Building Lot, and no vote may be split. Only a Member in Good Standing may vote on HOA-related business.

#### **ARTICLE IV – RESIDENTIAL PROPERTIES – USE & IMPROVEMENTS**

4.1 Animals. Household pets are regulated by Boise City Code, which says that dogs must be collared and licensed, may not be allowed to roam free, must not be allowed to bark incessantly, their feces must be picked up and disposed of properly, and cats may not be allowed to roam free. City Code defines Nuisance, among other things, as excessive barking or threatening people or property. No animals may be kept that constitute a Nuisance to any other Occupant and/or Owner. Owners who feel an animal has become a Nuisance should call Animal Control. No animals of any kind may be raised, bred, or kept on any Building Lot except dogs, cats or other household pets allowed by Boise City Code or subject to ADA, provided that they are not kept, bred or maintained for commercial purposes. Owners are responsible for ensuring that their cats or dogs do not harass, injure, or destroy Lakewood 6 & 7 wildlife, particularly in or near the Common Area. Dogs are not permitted to swim in the ponds and must be kept out of vegetation and landscaping along the ponds.

4.2 Commercial Use of Property. No portion of any Building Lot or structure may be used for trade, business, or professional activities, except for garage or estate sales during the day of the sale, and a home office whose incidental use does not result in a significant increase in traffic or parking.

4.3 Exterior Antennas. Outside broadcast antennas, satellite dishes, and aerials must be shielded from public view to the extent feasible.

4.4 Fencing. All fences and boundary walls within Lakewood 6 & 7 are subject to the following restrictions:

4.4.1 Prior to construction of any new fence on any Lot, the Lot Owner must obtain written approval from the ACC.

4.4.2 All fences must be four (4) inches wide, dog-eared cedar fencing unless excepted or modified in the subsequent CC&Rs Sections or unless otherwise approved in advance and in writing by the ACC.

4.4.3 No fence or Boundary Wall situated anywhere on a Lot may be higher than six (6) feet. Where a six (6) foot fence intersects a five (5) foot fence the final ten (10) feet of the larger fence must be tapered so as to be five (5) feet tall at the intersection with the five (5) foot fence.

4.4.4 The fence on the westerly property line of Lakewood 6 in common with the Gekeler Lane right-of-way shall be maintained, when required, by the HOA. The Owners of these Lots are responsible for routine maintenance and repair of any damage to this fencing on their respective Building Lots caused by Owner, their tenants, guests or invitees. However, the HOA reserves the right, at its expense, to improve the street side of such fencing to maintain continuity of appearance along Gekeler Lane. This fence must be six (6) feet high. Lots affected by this paragraph include:

- Lakewood 6, Block 10, Lots 1 and 2
- Lakewood 6, Block 8, Lots and 1 and 2

4.4.5 A six (6) feet high screening fence is required on the northerly backyard property line in common with the Linden Street right-of-way. The HOA reserves the right at its expense to improve the exterior side of such fencing to maintain continuity of appearance. Lots affected by this Section include:

- Lakewood 6, Block 9, Lots 7 through 13

4.4.6 A six (6) feet high screening fence is required on all Lots which border on non-Lakewood 6 & 7 property. Specifically, this includes:

- Lakewood 6, Block 8, Lots 1 and 2
- Lakewood 6, Block 9, Lots 1, 4 through 7, and 13 through 27
- Lakewood 6, Block 10, Lots 1 and 2
- Lakewood 7, Block 12, Lots 5 through 7 and 10 through 17.

4.4.7 No fence may be constructed on the Pond Lots except for fences that:

4.4.7.1 If constructed parallel to the pond bank:

- are placed no closer than thirty (30) feet from the edge of the ponds;
- are of black wrought iron material;
- are of an open design allowing a clear view of the area behind the fence;

- are not more than four (4) feet high;
- have at least four (4) inches between vertical fencing members; and
- have vertical fencing members no more than one (1) inch wide.

4.4.7.2 If constructed perpendicular to the pond bank:

- are placed no closer than thirty (30) feet from the edge of the ponds;
- are of four (4) inch wide, dog-eared cedar fencing; or
- are of black wrought iron material with an open design allowing a clear view of the area behind the fence, having a least four (4) inches between vertical fencing members which are not more than one (1) inch wide; and
- are not more than five (5) feet high.

Existing non-compliant fencing may be left in place pending a request to the ACC for approval.

4.4.8 Fences, hedges and Boundary Walls may neither extend closer than twenty (20) feet to any street nor project any closer to the street than the principal building on the Lot. An exception to this paragraph exists for the following Lots along Linden Street:

- Lakewood 6, Block 9, Lots 7 through 13

4.4.9 With the exception of paragraph 4.4.4 above, all fences and Boundary Walls must be constructed, installed, and maintained in good appearance and condition at the expense of each Lot's Owner. Idaho law requires that such expense must be shared equally among Owners who share fences. Leaning fences and Boundary Walls must be repaired or replaced to original design, materials, and color within a reasonable period of time as determined by the Board.

4.4.10 No fence or Boundary Wall may interfere with any easement reserved in the CC&Rs or shown on the recorded Lakewood 6 Plat and Lakewood 7 Plat.

4.4.11 No fence, Boundary Wall, hedge, planting, obstruction or barrier of any kind may be installed if its characteristics and qualities would have an Undesirable effect upon neighboring Lots, as determined by the Board.

4.4.12 This section does not require replacing existing non-compliant fencing that is in good repair, as determined by the Board. However, existing fence replaced or substantially repaired must conform to the CC&Rs.

4.4.13 The ACC, under Section 6.4, is authorized to issue a Variance for fencing design to allow for improvements in materials over time.



4.5 Maintenance. The following provisions govern the maintenance of Building Lots and all Improvements thereon:

4.5.1 Each Owner must maintain his Building Lot free of Clutter, Nuisance and Unsightliness, in a neat and aesthetically pleasing condition, including keeping structures painted or stained, shrubbery trimmed, and leaves, rubbish and debris removed. Landscaping and grass should be regularly and properly cut, watered and treated for weeds and disease. Vegetable gardens and required supporting structures may not be placed in a portion of the yard visible from the street. Driveways shall be free of weeds, and sidewalks should be kept free of encroaching or overhanging vegetation so as to allow pedestrians access to the full width of the sidewalk walking fully upright. These sidewalks must also be kept free of snow and ice per Boise City ordinance.

4.5.2 A vacant Residential unit must be kept locked to prevent unauthorized entrance; such unoccupied buildings are not exempt from the provisions of the CC&Rs. A Building Lot in foreclosure, non-Owner occupied or which is being sold must comply with these CC&Rs. Failure to maintain the Building Lot may result in the HOA maintaining the Building Lot and issuing a special assessment for the associated costs against the Building Lot and the Owner.

4.5.3 All structures, facilities, equipment, objects, and conditions determined by the Board to be Unsightly or Undesirable, must be enclosed within a Board-approved structure or appropriately screened from public view. If not promptly corrected by the Owner, the HOA has the right to address any Undesirable condition as described in the CC&Rs.

4.5.4 When not in use, all toys, sporting equipment, play equipment, hammocks, bicycles, camping equipment, tools, motor vehicle parts, and similar items must be kept from public view unless a Variance is granted pursuant to Section 6.4.

4.5.5 Despite the restrictions described in the preceding paragraph 4.5.4, portable (moveable) basketball backboards situated along the driveway are allowed due to the fact that basketball requires a hard surface. Any placement of backboards other than along the driveway will only be allowed at the end of the Waterbury and Bayshore cul-de-sacs. Any new installation in those two locations must be approved in advance by the ACC. Basketball backboards may remain in place as long as the Owner, its occupants or tenants have an ongoing use for the equipment and the equipment remains in good condition.

4.6 Material Storage. No building materials of any kind may be stored on a Lot until the builder is ready to begin work, and then such material must be placed within the property lines of the Lot where the material is to be used.

4.7 Non-Owner-Occupied Dwellings. An Absentee Owner must maintain a reliable point of contact with the Board, consisting of phone number, email and street address, and is responsible to ensure that guests or tenants residing on the Building Lots adhere to the CC&Rs. The Board or ACC will notify Absentee Owners in writing of any CC&R violations stemming from actions or inactions attributable to their tenants, guests, or contractors.

4.7.1 Rentals. Non-owner-occupied dwellings may not be rented to Occupant for fewer than thirty (30) days. Shorter-term rental is considered a commercial use of the property and is therefore not allowed.

4.8 Rooftop Solar Panels or Collectors. Solar collection devices shall only be installed on the roof of a home. Solar panels or collectors mounted on separate installations are not allowed. The following conditions must be met:

- Solar devices may only be mounted on roofs in a manner and location that allows for optimal solar functioning.
- Any panels or collectors shall be flush mounted, parallel to a roof line and conform to the slope of the roof or be set into the roof itself.
- The frames, support brackets, and any visible piping or wiring that service the panels or collectors shall be painted or colored to coordinate with the roofing material of the home.
- The installation of all solar devices must comply with the building code of the City of Boise, Ada County, state of Idaho and any and all governmental permitting requirements.
- Any claim, controversy or dispute under or related to this Covenant shall be governed in accordance with the laws of the state of Idaho.

Requests for ACC approval to install solar collection devices must include the following information:

- A color schematic and/or simulated image of the finished installation.
- A plan sheet layout containing the location, orientation, and number of collectors, location and detailed means of attachment to the roof of the Residential unit, and location, orientation, and color/materials of all exterior components must be shown.
- Current roof material and color.
- Proposed panel description and color, frames, brackets, wiring, etc. (including, but not limited to, specifications, data sheets, installation instructions & guidelines, and all product warranties).

4.9 Signs. No sign of any kind shall be displayed in public view on any Residential Lot with these exceptions:

- One (1) sign no larger than five (5) square feet advertising the property for sale or rent.
- One (1) additional sign no larger than five (5) square feet advertising an open house on the property for sale or rent, displayed only on the day of the open house.
- Political signs within thirty (30) days prior to and five (5) days after an election.
- One (1) “No Solicitors” sign or similar sign visible from the street, no more than one (1) square foot. near the main entrance to the Residential unit.
- One (1) sign, no more than two (2) square feet, visible from the street, stating that the Residential unit is protected by a security service.
- Signs on the Common Area designed, erected and maintained by the Board or a governmental entity with authority to erect and maintain signs within the Property.
- Contractor and vendor signs only while work is in progress.
- Short-term (1 week) signs for family support (wedding, graduation, birthdays, etc.).

4.10 Flags. Flags must be displayed in a respectful manner in accordance with current relevant federal, State of Idaho, or military code.

4.10.1 Such flags must be maintained in good condition. The Board may require that a deteriorated flag be repaired, replaced, or removed.

4.10.2 The Board may require flags to be removed if they are determined to be a Nuisance.

4.10.3 No more than two (2) flags may be displayed on a Building Lot.

4.11 Temporary Residence. No garage or out-building erected on any Lot may at any time be used as a temporary or permanent dwelling.

4.12 Unsightliness. No Unsightliness or clutter shall be permitted in public view on any Lot.

4.12.1 Any part of an individual Lot viewable by the public must be kept free of clutter. Outdoor items (e.g., multiple chairs, tables, etc.) not expected to be used within a reasonable period of time must be stored out of public view.

4.12.2 Unsightly equipment or items that must be stored out of public view include, but are not limited to, trailers, recreational vehicles, watercraft, tractors, mechanized snow removal equipment, tents, campers, golf carts, ropes and garden or maintenance equipment. Vehicles other than automobiles, motorcycles, and trucks rated at not more than one (1) ton payload capacity must at all times, except

when in actual use, be kept in a Residential Unit's garage or screened from view in a manner approved by the ACC.

4.12.3 All refuse/garbage/trash, material to be recycled and yard/garden waste to be composted, must be kept at all times in covered, reasonably noiseless containers kept in a Residential Unit's garage or otherwise screened from general public view, except for a period of not more than thirty-six (36) hours when such covered containers for trash, recycling and compost are necessarily placed at the curb for pickup by scheduled waste removal services.

4.12.4 Piles of any material must be kept from public view. No lumber, firewood, grass, shrubs, or tree clippings or scrap, refuse or trash may be kept, stored or allowed to accumulate on any Lot or tract unless appropriately screened from public view in a manner approved in advance and in writing by the ACC.

4.12.5 Clotheslines must always be out of view of the public. No items generally considered to be laundry may be hung in any manner visible to the public.

#### 4.13 Vehicle Parking, Repairing, Operating

4.13.1 Parking. Only operational automobiles, motorcycles and trucks rated at less than one (1) ton payload capacity may be parked in driveways or on streets within Lakewood 6 & 7. An Abandoned or Inoperative Vehicle may not be parked in driveways or on streets within the property. Other motorized vehicles and non-motorized equipment may be temporarily parked or stored only in a driveway or on a street within Lakewood 6&7 for not more than seventy-two (72) hours exclusively for loading, unloading, or washing. Vehicles and equipment limited to a seventy-two (72)-hour stay include but are not limited to: campers, recreational vehicles, trailers, watercraft or similar equipment, motorized or otherwise. The temporary use within Lakewood 6 & 7 of trailers, campers, recreational vehicles, or similar vehicles for residential purposes for any length of time without prior written approval from the Board is prohibited.

4.13.2 Repairing and Operating. Other than washing and Minor Maintenance and Repair, no work may be done on any type of vehicle or equipment within public view on any street or driveway within Lakewood 6 & 7. All vehicles (including motorcycles and scooters) viewable from public areas must be operable, properly licensed, and adequately muffled to prevent any Nuisance.

4.14 Holiday Decorations. Exterior holiday decorations may be displayed within public view no more than forty (40) days prior to the holiday and the exterior holiday decorations must be removed no more than thirty (30) days after the holiday.

4.15 Mailboxes. Mailboxes must be of a design and color set forth by the ACC. They may not be modified in any manner without prior written approval from the ACC.

4.16 Storage Buildings. An Owner must get ACC approval before placing any roofed building or shed on his/her property whose overall height exceeds five (5) feet. Placement of such structures must conform to building setback requirements as defined by Boise City Code.

## ARTICLE V - THE HOA

5.1 Board of Directors and Officers. The affairs of the HOA shall be conducted and managed by a Board of Directors and such Owners as the Board may elect or appoint, in accordance with the Articles and Bylaws as may be amended from time to time. The Board shall be elected in accordance with the provisions set forth in the Bylaws.

### 5.2 Powers and Duties of the HOA.

5.2.1 Powers. The HOA shall have all the powers of a corporation organized under the general non-profit corporation laws of the state of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws, and these CC&Rs. The HOA shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the HOA under Idaho law, these CC&Rs, the Articles, and the Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the HOA's other assets and affairs and the performance of the other responsibilities herein assigned, including, without limitation:

5.2.1.1 Assessments. The power to levy Assessments on any Owner and to collect such Assessments, in accordance with the provisions of these CC&Rs.

5.2.1.1.1 Late Payment of Assessments. Each Owner must pay all amounts due within ten (10) days after receiving written notification for such payment or, at the Board's discretion, the amounts may be added to the Owner's existing Regular Assessments. The Owner of a Lot with delinquent assessments is personally liable, and his Lot may be subject to Fines and/or a lien for all costs and expenses incurred by the HOA in collecting amounts due.

5.2.1.2 Imposition of Fines for Violation of these CC&Rs. Consistent with the provisions and requirements of Idaho Code, the Board shall have the authority to impose and levy Fines against an Owner for the egregious or repeated violation of any CC&Rs described in this document. The Board shall have the authority to determine the amount and schedule the frequency

of Fines for violation of any of the CC&Rs described herein, however the maximum Fine which may be imposed during any month shall be limited to no more than one quarter (1/4) of the annual HOA dues then in force. Once imposed, the Fine may be repeated in succeeding months until such time as the Owner is no longer in violation of the CC&Rs or is engaged in a good-faith effort to correct the violation.

All Fines imposed and levied under this Section shall be separate from and in addition to any Assessment authorized under Article VIII of the CC&Rs. Such Fines shall be a lien against the Building Lot and shall be a continuing lien upon the Lot against which each Fine is charged. Each Fine, together with interest, shall also be the personal obligation of the Owner who committed the activity or omission which resulted in the Fine. The HOA shall have the same remedies for non-payment of Fines as it does for non-payment of assessments. In imposing and levying Fines, the Board shall comply with all relevant provisions and requirements of Idaho Code including Idaho Code §55-3201 and amendments thereto.

5.2.1.2.1 Procedures for Levying Fines. If the Board considers that a Member has violated one or more sections of the CC&Rs, the Board shall send a letter to the Member detailing the violation. The Member shall have ten (10) days to resolve the violation or reply to the Board with a plan to resolve the violation. At the end of the ten (10) day period, the Board shall evaluate and determine if the Member has adequately resolved, or begun a good-faith effort to resolve, the violation. If the Board determines that the violation persists, a second letter shall be sent to the Member repeating the details of the violation and requesting that the Member resolve the violation. At the end of the second ten (10) day period, the Board shall again evaluate and determine if the Member has adequately resolved, or begun a good-faith effort to resolve, the violation. If the Board decides that the violation still persists, the Board shall send a letter advising the Member of a meeting to be held not less than thirty (30) days after the end of the second ten (10) day period, during which the Board shall determine if a Fine will be levied against the Member. At said meeting, the Member shall have the opportunity to present his/her position. Within five (5) days after such meeting, the Board will vote on whether to levy a Fine, and if so, the amount of said Fine. The decision to levy a Fine requires a simple majority vote of the Board. If at any time during this process the Member begins a good-faith effort to resolve the violation the process shall stop. If the Board subsequently determines that the Member's good-faith effort is not proceeding at an acceptable pace toward full resolution, the Board shall resume the process at the point where it was paused.

5.2.1.2.2 Appeal of Decision under Section 5.2.1.2. A Member who has been fined shall have the right to appeal. If the Member lodges an appeal, the Board shall create an ad-hoc appeals committee composed of five (5) HOA Members in good standing, including two (2) committee members appointed by the Board, two (2) committee members appointed by the fined Member, and the Board President, who shall serve as moderator. The appeals committee shall meet with the fined Member as soon as possible after the Board receives the Member's written request for the appeal. At this meeting, the Board and the fined Member will each present their respective positions on the matter. Following these presentations, the appeals committee will deliberate and vote whether to sustain or rescind the levied Fine. The appeals committee's simple majority vote shall be final.

5.2.1.3 Collection of Debt. The HOA may bring legal action against an Owner to pay the full Assessment, fees, Fines or costs due or foreclose the lien against the Lot. If the HOA prevails in court, the Owner shall pay applicable costs, Fines, and legal fees incurred by the HOA.

5.2.1.4 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these CC&Rs, the Articles or the Bylaws, including the Policy Manual adopted pursuant to these CC&Rs, and to enforce by injunction or otherwise, all provisions hereof. Failure by the HOA 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.

5.2.1.5 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the HOA nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.2.1.6 Policy Manual. The Board, at its discretion, shall have the power to adopt, amend, and repeal the Policy Manual, which explains and expands on such rules and regulations as the HOA deems reasonable and necessary, including any rules or regulations related in any way to the ACC. The HOA may govern the use of the Common Area by the Owner, their families, invitees, licensees, lessees, or contract purchasers, provided, however, that the Policy Manual shall apply equally to all Owners and shall not be inconsistent with these CC&Rs, the Articles, or the Bylaws. A copy

of the Policy Manual as it may from time to time be amended or repealed, shall be mailed or otherwise be made available to each Owner. Upon such mailing or delivery, the Policy Manual shall have the same force and effect as if they were set forth in and were a part of these CC&Rs. However, the Policy Manual shall not be inconsistent with the CC&Rs and cannot alter or amend these CC&Rs. In the event of any conflict between the Policy Manual and any other provisions of these CC&Rs, the Articles, or the Bylaws, the provisions of the Policy Manual shall be deemed to be superseded by provisions of these CC&Rs, the Articles, or the Bylaws to the extent of any such inconsistency.

5.2.1.7 Emergency Powers. The power, exercisable by the HOA or by any Person authorized by it, to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or, when necessary, in connection with any maintenance or construction for which the HOA is responsible. Such entry shall be made with advance notice if possible and with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the HOA at its cost.

5.2.1.8 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.2.1.8.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services.

5.2.1.8.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public Improvements or facilities.

5.2.1.8.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing, and landscaping abutting Common Area, public streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.



The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the HOA.

5.2.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the HOA by these CC&Rs, the Articles and Bylaws, without limiting the generality thereof, the HOA or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the HOA and to perform, without limitation, each of the following duties:

5.2.2.1 Managing the Common Area. Determine the approved uses of the Common Area and any prohibitions thereon. Operate, maintain, and improve the Common Area, repair, or replace property damaged or destroyed. Additionally, the HOA may, at its discretion, limit or restrict the use of the Common Area to the Owners residing in the Lakewood 6 & 7.

5.2.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or credit union or title insurance company authorized to do business in the state of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance, and improvement of the Common Area.

5.2.2.3 Maintenance of Common Area Irrigation System. Maintain the irrigation systems and water amenities within the Common Area.

5.2.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area, the HOA, and/or any other property owned by the HOA. Such taxes and Assessments may be contested or compromised by the HOA, provided, however, that such taxes and Assessments are paid, or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and assessments. In addition, the HOA shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the HOA, in the event that the HOA is denied the status of a tax-exempt corporation.

5.2.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Property all domestic, irrigation, and amenity water rights and rights to receive water held by the HOA, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise.

5.2.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the state of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, the following policies of insurance:

5.2.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "all risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.2.2.6.2 Comprehensive public liability insurance insuring the Board, the HOA, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows:

a) Not less than One Million Dollars and No Cents (\$1,000,000.00) business liability, and Two Million Dollars and No Cents (\$2,000,000.00) general liability, and full replacement value property damage.

5.2.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Five Hundred Thousand Dollars and No Cents (\$500,000.00).

5.2.2.6.4 Such other insurance, including motor vehicle insurance and Worker's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the HOA functions or to insure the HOA against any loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of any HOA funds or other property.

5.2.2.6.5 The HOA shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the HOA under such policies and shall have full power to receive such Owners interests in such proceeds and to deal therewith.

5.2.2.6.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the HOA.

5.2.2.7 Rule Making. Make, establish, promulgate, amend, and repeal changes to the Policy Manual as the Board shall deem advisable.

5.2.2.8 Member Communication. When the need arises, communicate with Members in print or electronically, the costs of which shall be included in Regular Assessments.

5.2.2.9 Architectural Control Committee (“ACC”). Appoint and remove Members of the ACC.

5.2.2.10 Committees. Create additional committees as deemed necessary by the Board and appoint and remove Members.

5.3 Personal Liability. No member of the Board, or member of any committee of the HOA, or any officer of the HOA, or the property manager, if any, shall be personally liable to any Owner, or to any other party, including the HOA, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the HOA, the Board, the manager, if any, or any other representative or employee of the HOA, or the ACC, or any other committee, or any Owner of the HOA, provided that such person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

5.4 Financial Statements. Financial statements for the HOA shall be prepared annually and copies shall be distributed to each Member of the HOA as follows:

- Detailed budget vs actual Expenses for the current fiscal year;
- A current balance sheet; and
- A detailed proposed budget for the coming fiscal year.

5.5 Meetings of the HOA. Each year the HOA shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, however, that such meetings shall occur no earlier than January 1 and no later than July 1 each year unless the Board deems another date more appropriate within the calendar year. Only Members shall be entitled to attend HOA meetings, and all other persons may be excluded. Notice for all HOA meetings, regular or special, shall be given by regular mail or email to all Members, and any person holding fee simple title to a Building Lot, not less than ten (10) days, nor more than thirty (30) days, before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. At the Board’s discretion, meetings may be held online (via videoconference) or be held using a hybrid format (in person and online). Any online meetings must allow for two (2)-way communication for all meeting attendees. The presence at any meeting of the Members representing Owners holding at least twenty percent (20%) of the total votes of all Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting and call another meeting according to the schedule for such meetings established by the Bylaws.

## **ARTICLE VI – THE ARCHITECTURAL CONTROL COMMITTEE**

6.1 The Architectural Control Committee Structure. The ACC shall be a permanent committee of the HOA. The ACC shall consist of three (3) Members. One (1) member shall be

the President of the Board, who shall serve as long as he/she holds the office of President. The two (2) remaining members shall be appointed by the Board from among the Members of the HOA, shall serve a term lasting three (3) years and may be re-appointed or removed as the Board so desires. The ACC is charged with accepting and evaluating applications from Owners who wish to modify the appearance of their Residential unit or Lot in a way that could conflict with the CC&Rs. Any two (2) members of the ACC shall constitute a quorum for any recommendation made by the ACC. The Board shall be the final arbiter of recommendations made by the ACC, and as such may accept, modify or overrule recommendations made by the ACC.

6.2 Duties. The ACC shall control the texture, design, and color of roofs, outside walls and fences, and require basic landscaping of any portion of a Building Lot visible from the street or Common Area. Owners shall not change the color or materials of the outside walls of their homes without advance written approval by the ACC. All patio and outbuilding roofs must either match or be compatible with the roof of the Residential Unit on each Lot.

6.3 Architectural Control Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Lot unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed and approved in writing by the ACC. The review and approval or disapproval may be based upon the following factors – size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including ACC-approved roofing material, physical or aesthetic impacts on other properties, including Common Area, artistic conformity to the terrain and the other Improvements on the Lot, and any and all other factors which the ACC, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. These CC&Rs are not intended to serve as authority for the ACC to control the interior layout or design of structures except to the extent incidentally necessitated by use, size, and height restrictions.

6.3.1 Approval Procedures. The ACC shall review the submitted plans and make a recommendation to the Board. Such recommendation may be to approve, deny or modify the submitted plans. Should a situation arise whereby the ACC is unable to issue a recommendation, the Board may act without the recommendation of the ACC. The Board will issue its decision in writing to the Owner submitting plans for approval with a copy to be maintained with the HOA's official records. If the Board fails to give an answer to the Owner submitting such plans within thirty (30) days after said plans and specifications have been submitted, Board approval of the plans as presented will be deemed to have been given.

6.4 Variances. The Board shall have the right to issue a temporary Variance which may conflict with these CC&Rs, but which is necessary to comply with changes in law or to

preserve the health, well-being, aesthetics, property values, or Property enjoyment of the Owners. Such Variance shall be issued in writing and specify a termination date. The Board shall refuse to provide a Variance that would create a violation of ADA or the Fair Housing Act or endanger an Owner or person residing on a Building Lot.

#### ARTICLE VII - THE COMMON AREA

7.1 HOA Rights. Every Member has a right to enjoy the Common Area subject to these provisions:

7.1.1 Events. The HOA's right to require approval in advance and in writing for the use of the Common Area by any Member or nonresident for events such as weddings or other occasional gatherings, and to charge a special use fee for such use.

7.1.2 Suspension of Right to Use. The HOA's right to suspend the voting rights and right to use the Common Area of any Member for any period during which any Assessment against said Owner's Lot remains unpaid, or for not more than sixty (60) days for any other infraction of the CC&Rs.

7.1.3 Common Area. The Lakewood 6 & 7 Common Area, including the ponds and park, is private. The ponds are not for recreational use of any kind.

7.1.4 Construction. The right of the HOA to prohibit the construction of structures or Improvements on the Common Area is absolute. Only the HOA shall construct Improvements on the Common Area.

7.1.5 Rules and Regulations. Reasonable rules and regulations governing the use of the Common Area established by the HOA.

7.1.6 Wildlife. The HOA shall generally protect wildlife and wildlife habitats in the Common Area and take related actions as required by Idaho Fish & Game, the state of Idaho or the City of Boise. These actions may involve management of certain wildlife or elements of their habitat in favor of more desirable flora or fauna. The HOA shall use all reasonable efforts to limit invasive species which may deter the health of local wildlife or degrade their habitat.

7.1.7 Delegation of Use. Any Member may delegate the right of enjoyment of the Common Area and facilities to the members of his/her family, tenants, or other Occupant.

7.1.8 Commercial or Undesirable Use. No portion of the Common Area or Improvement thereon may be used for any trade, business, or professional activities. Unsightly or Undesirable uses of the Common Area, as determined by

the Board, is also prohibited.

7.1.9 Alterations. Neither the Common Area nor any Improvement thereon may be altered in any way without the Board's approval. The Board has sole responsibility to initiate maintenance or repair of the Common Area property and equipment. Members should inform the Board immediately of any damage to the Common Area or malfunction of or damage to Common Area Improvements.

7.1.10 Damage. A Member is liable for any damages to the Common Area caused by the negligence, recklessness, or intentional misconduct of the Member or his/her Occupant and guests, both minor and adult. The Board may opt to: (a) require the responsible Member to repair the damage and return the area to its pre-damage condition; or (b) employ its own contractors and bill the Member for the repair. The cost of repairing such damage may be collected as provided in Article VIII of the CC&Rs.

7.1.11 Maintenance. The HOA is responsible for maintaining the Common Area, including all landscaping and Improvements thereon. The HOA is also responsible for maintaining additional areas, which are not legally defined as part of the Common Area. These additional areas are:

- the area between the fence and the sidewalk along Linden Street
  - Lakewood 6, Block 9, Lots 7 through 13
- the area between the fence and Gekeler Lane
  - Lakewood 6, Block 8, Lots 1 and 2
  - Lakewood 6, Block 10, Lots 1 and 2
  - Lakewood 7, Block 12, Lot 5

#### ARTICLE VIII – ASSESSMENTS

8.1 Covenant to Pay Assessments. By conveyance of a deed transferring a Building Lot to the Owner, each Owner hereby agrees to pay, when due, all Assessments, Fines or charges made by the HOA, including all Regular and Special Assessments and charges made against such Owner pursuant to the provisions of these CC&Rs or other applicable instrument.

8.1.1 Assessment Constitutes Lien. Such Assessments, Fines and charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

8.1.2 Assessment is Personal Obligation. Each such Assessment or Fine, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot when the Assessment or Fine is levied. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation after transfer of title to the Building Lot.

8.1.3 Any outstanding liens shall be fully satisfied and funds deposited to the account of the HOA when title to a Lot is transferred to any person, except to an Owner's Trust.

8.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the HOA on a schedule of payments established by the Board.

8.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the HOA, including legal, attorney's fees, accounting fees, management fees and other professional fees, for the conduct of its affairs, including, without limitation, the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Area, including all Improvements located on such areas owned and/or managed and maintained by the HOA, and an amount allocated to an adequate reserve fund to be established by the Board and to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the HOA that must be replaced and maintained on a regular basis (collectively "Expenses").

8.2.2 Computation of Regular Assessments. The Board may elect to increase the Regular Assessment by any amount provided that such an increase is supported by two-thirds (2/3) of Members voting in person or by proxy at a meeting duly called for this purpose at which a quorum as described in Section 8.8 of the CC&Rs is present.

8.2.3 Amounts Paid by Owners. The Board can require, at its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, or semi-annual installments.

8.3 Special Assessments.

8.3.1 Special Transfer Assessment. Upon each transfer of a Building Lot to a new Owner, a Special Assessment of an amount prescribed by the Board shall be paid to the HOA's general funds within 30 days of the transfer of ownership for purposes set out in these CC&Rs.

8.3.2 Special Assessment. In the event that the Board shall encounter unexpected expenses for a given calendar year that cause its Regular Assessment for that year

to be inadequate to meet the expenses of the HOA for reasons including, but not limited to, repairs or replacement of capital Improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment, which shall be computed by dividing the anticipated or actual expenses incurred by the number of Lots in the HOA in the same manner as Regular Assessments. No Special Assessment shall be levied without the vote or written assent of a majority of the Owners present at a meeting called for such a purpose at which a quorum as described in Paragraph 8.8 of the CC&Rs is present. The Board shall, at its discretion, determine the schedule under which such Special Assessment will be paid.

8.3.3 Special Assessment for other than Common Area. Any HOA funds used for Improvements or maintenance on individual Building Lots must be derived from a Special Assessment of the Members for that specific purpose; such Special Assessment requires the vote or written assent of the Members representing two thirds (2/3) of the votes of the Members of the HOA at a meeting called for such purpose at which a quorum as described in Section 8.8 of the CC&Rs is present. Such construction, repair, replacement or maintenance must be done to enhance the aesthetic and monetary value of the Property as a whole.

8.3.4 Consistent Basis of Assessment. Every Special Assessment levied by and for the HOA shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the HOA.

8.4 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the HOA.

8.5 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate on December 31 of the year in which the initiation date occurs. Any change to the Regular Assessment amount, or creation of a Special Assessment, shall go into effect on the first day of the second month following the change, shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal monthly, quarterly, or semi-annual installments as set by the Board.

8.6 Notice and Assessment Due Date. Written notice of all Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any Person in possession of such Building Lot. Such notice shall set out the amounts due and the date(s) due. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge, the amount determined by the Board, for each month such Assessment is delinquent. In addition, each installment payment shall accrue interest at one and one-half percent (1.5%) per month calculated from the date the Assessment was



due until the date full payment is received by the HOA. The HOA may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, late fees, costs, and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Building Lot.

8.7 Estoppel Certificate. The HOA, with at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the HOA, a particular Building Lot Owner is in default under the provisions of these CC&Rs, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 8.7 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

8.8 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the HOA not less than ten (10) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the HOA shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### **ARTICLE IX - GENERAL PROVISIONS**

9.1 Enforcement. The HOA, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, CC&Rs, reservations, liens and charges now or hereafter imposed by the provisions of these CC&Rs. Failure by the HOA 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.

9.2 Time Limits for Remediation. The Board or its agents will notify via letter or email any Owner who violates any provision of the CC&Rs. The Board's written notification will identify the specific condition the Owner needs to correct and the amount of time allowed for the correction. If the Board determines that the condition constitutes an immediate safety hazard, the Owner must initiate the repair immediately. The Owner may request an extension of the time limits if full remediation within the time allowed by the board is impractical.

9.3 Amendment. The CC&Rs will run with and bind the land for a term of twenty (20) years from the date the CC&Rs document is recorded in the records of Ada County, state of Idaho. After this initial term, the CC&Rs will be automatically extended for successive periods of ten (10) years. The CC&Rs may be amended by a document signed by not less than two thirds (2/3) of the Building Lot Owners. Any amendment must be recorded and distributed in writing or electronically to all Owners.

9.4 Severability. If any one provision of the CC&Rs is invalidated by legal judgment or court order, the other provisions remain in full force and effect.

9.5 Notice. For any notice required by the CC&Rs, the Board shall receive service at the address of its registered agent and the Owner shall receive notice at the address on record with the Board. All notices shall be sent via regular mail or email.

9.6 Books and Records. All books, records, and meeting minutes pertaining to the HOA must be maintained and stored by the Board during the HOA existence. Such records must be made available for inspection and copying by any Owner or by Owner's duly authorized representative at any reasonable time and for a purpose reasonably related to his interest as a Member, or at such other place and time as the Board may prescribe. A reasonable fee for the copies shall be paid by the Person(s) requesting such copies.

#### **ARTICLE X - UMBRELLA ASSOCIATION**

10.1 Future Contracts. Owners agree that it may be desirable and expedient to enter into contracts with other homeowners' associations for common use and maintenance of common areas of the respective associations, including common contracts with maintenance service organizations. Such changes and developments may make it desirable and expedient to form one umbrella homeowners' association composed of the HOA and other subdivision homeowners' associations in the area. Such umbrella associations or common contracts may be entered into only after the vote or written assent of two thirds (2/3) of the Members at an annual or a special meeting where a quorum described in Section 8.8 is present.

#### **ARTICLE XI – MAJOR HOME REPAIR OR REPLACEMENT**

11.1 Structures – Generally. This section shall apply when and if an Owners' Residential unit is razed or otherwise heavily damaged. Any new Improvements must be designed, constructed, and planned consistent with these CC&Rs and with prior approval by the ACC.

11.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family Residential purposes. No Building Lot shall be improved except with a single-family Residential unit or structure.

11.1.2 Size of Dwelling Structure. The minimum Residential unit size for a single level unit shall be One Thousand Two Hundred (1,200) square feet. A two-story Residential unit shall be no less than Nine Hundred (900) square feet on the first floor. For purposes of determining square footage, eaves, steps, open porches, car ports, garages, and patios shall be excluded. No structure shall be more than two (2) stories. Split-entry Residential units shall not be permitted unless approved by the ACC prior to its construction. Because of sight lines, the ACC may limit a Residential unit to a single level.

11.1.3 Setbacks and Height. No Residential or other structure (exclusive of fences and similar structures) shall be placed nearer than twenty (20) feet from the front Building Lot line and fifteen (15) feet from the rear Building Lot line, nor nearer than five (5) feet to any side Building Lot line, or built higher than permitted by the Plat for the Property in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, by the ordinances of the City, applicable to the Property, or by a building envelope designated either by original grantor or ACC, whichever is more restrictive. No structure shall be located closer than twenty-five (25) feet to the rear lot line of Lots 7, 8, 9, 10, and 11, Block 8 of Lakewood 6; and Lots 4, 5, 6, and 7, Block 10 of Lakewood 6. No structure shall be erected on any residential lot or building site which shall exceed two (2) stories in height.

11.1.4 Exterior Appearance. Each house in this Subdivision shall be of frame construction with stucco, stone or brick façade and, if other than stucco, brick or stone, shall be finished, painted and kept in good repair. No vinyl siding shall be allowed for any exterior. Exterior colors of earth tones or light blues or greys shall be encouraged for the body of the Residential Unit. Written approval of exterior colors must be obtained from the ACC.

11.1.5 Garages. Detached garages shall not be allowed. All residential dwellings shall have an attached enclosed garage which holds no less than two (2) cars and shall be constructed of the same materials and colors as the main building or as approved by the ACC.

11.1.6 Driveways. All Building Lots shall be provided with a paved driveway and a minimum of two (2) paved off-street automobile parking spaces within the boundaries of each Building Lot. No driveway or parking area shall be dirt or rock. All access driveways shall have a wearing surface approved by the ACC of concrete or other hard surface materials, shall be properly graded to assure proper drainage, shall be maintained and all weeds removed upon sprouting, and there shall be no interference or other restriction of the free right of passage of the Owners, their agents, tenants, guests, and employees over driveways or passages leading to garages.

11.1.7 Lighting. Exterior lighting, including flood lighting, shall be part of the

architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design and shall be as approved by the ACC. Lighting shall be restrained in design, and excessive brightness shall be avoided. Only down lighting shall be allowed at the back of the Building Lot or in the backyard. Up lighting being added to existing up lighting at the back of the Building Lot or in the backyard must be approved by the ACC.

11.1.8 Water. All water supplied to any Lot shall be delivered by the City of Boise and connected by underground pipe to lot water line. All connection and water charges are the responsibility of the Owner of each Building Lot at the time of connection.

11.1.9 Ada County Highway District (ACHD) Drainage Easement Area. No buildings, fences, trees or shrubs shall be allowed within any areas of the Plat designated as a drainage easement or retention pond area which would interfere with the normal access, use and maintenance of the drainage easement or retention ponds by ACHD.

11.1.10 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such HOA or which would be in violation of any law.

11.1.11 No Further Subdivision. No Building Lot may be further subdivided,

11.1.12 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property unless an adequate alternative provision is made for proper drainage and is first approved in writing by the ACC and ACHD. For the purposes hereof, established drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property as completed by Original Grantor, or that drainage which is shown on any plans approved by the ACC and/or ACHD, which may include drainage from the Common Area over any Building Lot in the Property.

11.1.13 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Boise City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of ACHD, the HOA, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular and Special Assessments provided herein, as may be applicable.

11.1.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Boise City Sewer System and pay all charges assessed therefor. All bathroom, sink, and toilet facilities shall be located inside the Residential unit and connected by underground pipe to Lot line sewer. All connection and sewer charges are the responsibility of the Owner of each Building Lot at the time of connection.


IN WITNESS WHEREOF, the undersigned, being the representatives of Lakewood Unit No. 6 and Lakewood Unit No. 7 Homeowners Association, Inc., have hereunto set their hand and seal this 8<sup>th</sup> day of September 2022.

LAKWOOD UNIT NO. 6 AND LAKWOOD UNIT  
NO. 7 HOMEOWNERS ASSOCIATION, INC.



---

David B. Martin, President



---

Roy Johnson, Secretary

STATE OF IDAHO )

:ss

County of Ada

On this 8<sup>th</sup> day of September 2022, before me the undersigned, personally appeared DAVID B. MARTIN, known or identified to me to be the President of Lakewood Unit No. 6 and Lakewood Unit No. 7 Homeowners Association, Inc., an Idaho non-

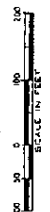
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR LAKEWOOD-UNIT NO. 6, A SUBDIVISION AND  
LAKEWOOD-UNIT NO. 7, A SUBDIVISION - 29



**EXHIBIT A - PLAT OF LAKEWOOD-UNIT NO. 6, A SUBDIVISION**

Book 43  
Page 3507

**PLAT SHOWING  
LAKEWOOD-UNIT NO. 6  
A SUBDIVISION  
A PORTION OF THE SW 1/4 SEC. 13, T. 34N., R. 2E., S. 10E.,  
BOISE, ADA COUNTY, IDAHO  
1977**



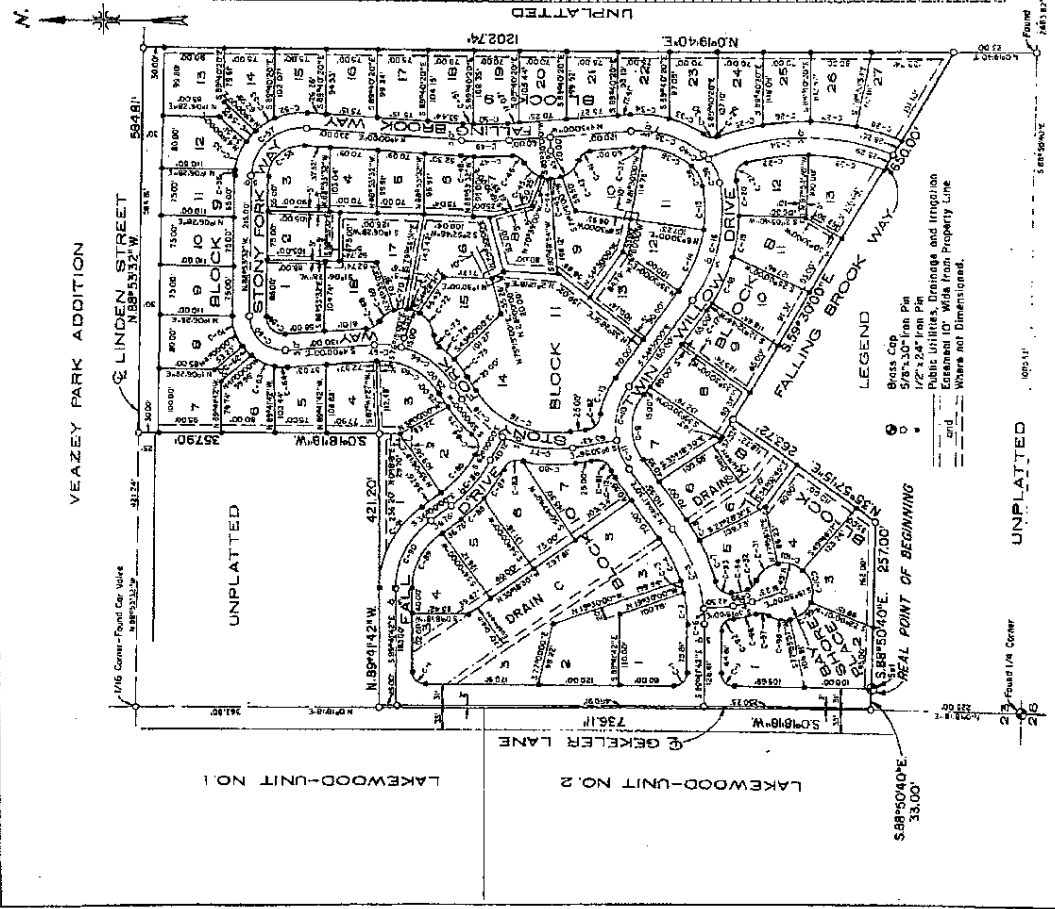
Curve	Radius	Chord	Area	Length
C1	100.00	100.00	15708.00	314.16
C2	100.00	100.00	15708.00	314.16
C3	100.00	100.00	15708.00	314.16
C4	100.00	100.00	15708.00	314.16
C5	100.00	100.00	15708.00	314.16
C6	100.00	100.00	15708.00	314.16
C7	100.00	100.00	15708.00	314.16
C8	100.00	100.00	15708.00	314.16
C9	100.00	100.00	15708.00	314.16
C10	100.00	100.00	15708.00	314.16
C11	100.00	100.00	15708.00	314.16
C12	100.00	100.00	15708.00	314.16
C13	100.00	100.00	15708.00	314.16
C14	100.00	100.00	15708.00	314.16
C15	100.00	100.00	15708.00	314.16
C16	100.00	100.00	15708.00	314.16
C17	100.00	100.00	15708.00	314.16
C18	100.00	100.00	15708.00	314.16
C19	100.00	100.00	15708.00	314.16
C20	100.00	100.00	15708.00	314.16
C21	100.00	100.00	15708.00	314.16
C22	100.00	100.00	15708.00	314.16
C23	100.00	100.00	15708.00	314.16
C24	100.00	100.00	15708.00	314.16
C25	100.00	100.00	15708.00	314.16
C26	100.00	100.00	15708.00	314.16
C27	100.00	100.00	15708.00	314.16
C28	100.00	100.00	15708.00	314.16
C29	100.00	100.00	15708.00	314.16
C30	100.00	100.00	15708.00	314.16
C31	100.00	100.00	15708.00	314.16
C32	100.00	100.00	15708.00	314.16
C33	100.00	100.00	15708.00	314.16
C34	100.00	100.00	15708.00	314.16
C35	100.00	100.00	15708.00	314.16
C36	100.00	100.00	15708.00	314.16
C37	100.00	100.00	15708.00	314.16
C38	100.00	100.00	15708.00	314.16
C39	100.00	100.00	15708.00	314.16
C40	100.00	100.00	15708.00	314.16
C41	100.00	100.00	15708.00	314.16
C42	100.00	100.00	15708.00	314.16
C43	100.00	100.00	15708.00	314.16
C44	100.00	100.00	15708.00	314.16
C45	100.00	100.00	15708.00	314.16
C46	100.00	100.00	15708.00	314.16
C47	100.00	100.00	15708.00	314.16
C48	100.00	100.00	15708.00	314.16
C49	100.00	100.00	15708.00	314.16
C50	100.00	100.00	15708.00	314.16

Curve	Radius	Chord	Area	Length
C1	100.00	100.00	15708.00	314.16
C2	100.00	100.00	15708.00	314.16
C3	100.00	100.00	15708.00	314.16
C4	100.00	100.00	15708.00	314.16
C5	100.00	100.00	15708.00	314.16
C6	100.00	100.00	15708.00	314.16
C7	100.00	100.00	15708.00	314.16
C8	100.00	100.00	15708.00	314.16
C9	100.00	100.00	15708.00	314.16
C10	100.00	100.00	15708.00	314.16
C11	100.00	100.00	15708.00	314.16
C12	100.00	100.00	15708.00	314.16
C13	100.00	100.00	15708.00	314.16
C14	100.00	100.00	15708.00	314.16
C15	100.00	100.00	15708.00	314.16
C16	100.00	100.00	15708.00	314.16
C17	100.00	100.00	15708.00	314.16
C18	100.00	100.00	15708.00	314.16
C19	100.00	100.00	15708.00	314.16
C20	100.00	100.00	15708.00	314.16
C21	100.00	100.00	15708.00	314.16
C22	100.00	100.00	15708.00	314.16
C23	100.00	100.00	15708.00	314.16
C24	100.00	100.00	15708.00	314.16
C25	100.00	100.00	15708.00	314.16
C26	100.00	100.00	15708.00	314.16
C27	100.00	100.00	15708.00	314.16
C28	100.00	100.00	15708.00	314.16
C29	100.00	100.00	15708.00	314.16
C30	100.00	100.00	15708.00	314.16
C31	100.00	100.00	15708.00	314.16
C32	100.00	100.00	15708.00	314.16
C33	100.00	100.00	15708.00	314.16
C34	100.00	100.00	15708.00	314.16
C35	100.00	100.00	15708.00	314.16
C36	100.00	100.00	15708.00	314.16
C37	100.00	100.00	15708.00	314.16
C38	100.00	100.00	15708.00	314.16
C39	100.00	100.00	15708.00	314.16
C40	100.00	100.00	15708.00	314.16
C41	100.00	100.00	15708.00	314.16
C42	100.00	100.00	15708.00	314.16
C43	100.00	100.00	15708.00	314.16
C44	100.00	100.00	15708.00	314.16
C45	100.00	100.00	15708.00	314.16
C46	100.00	100.00	15708.00	314.16
C47	100.00	100.00	15708.00	314.16
C48	100.00	100.00	15708.00	314.16
C49	100.00	100.00	15708.00	314.16
C50	100.00	100.00	15708.00	314.16

**NOTES**

- All lots here common to a public right-of-way line have a 5 foot wide permanent public utility, drainage and irrigation easement.
- Side yard of lots have a 5 foot wide permanent public utility, drainage and irrigation easement.
- Building setbacks in this subdivision shall conform to the applicable zoning regulations of Ada County and Boise City.
- Restricted Access: No lots in this subdivision shall be provided with a primary access to Greater Lane and Linden Street unless said primary access is specifically approved by the Ada County Highway District.
- Public Utility Companies are given the right to locate, construct and maintain Mains and Service Lines in Lot 3, Block 10, Lot 6, Block 8 and Lot 14, Block 11.
- Lot 3, Block 10, Lot 6, Block 8 and Lot 14, Block 11 hereby designated as Landscaped Common Areas.

**BASES OF BEARING**  
Basis of Bearing for this subdivision is on the Modified State Plane, NAD83, Coordinate System, Contraction Factor=1.000000.  
**TRIANGLE DEVELOPMENT COMPANY, INC.**  
Boise, Idaho  
**J-U-B ENGINEERS, INC.**  
Boise, Idaho  
Engineers



**LEGEND**  
 • Brass Cap  
 ○ 5/8" x 3/4" Iron Pin  
 ○ 1/2" x 2 1/2" Iron Pin  
 --- Public Utilities, Drainage and Irrigation  
 --- Easement 10' Wide from Property Line  
 --- Where not Dimensioned.

**EXHIBIT B - PLAT OF LAKEWOOD-UNIT NO. 7, A SUBDIVISION**

BOOK 45  
PAGE 3653

**PLAT SHOWING  
LAKEWOOD - UNIT NO. 7  
A SUBDIVISION**  
A PORTION OF THE SE 1/4 OF SECTION 23 AND  
A PORTION OF THE NE 1/4 OF SECTION 26,  
T3N, R2E, B4E,  
BOISE, ADA COUNTY, IDAHO  
1978

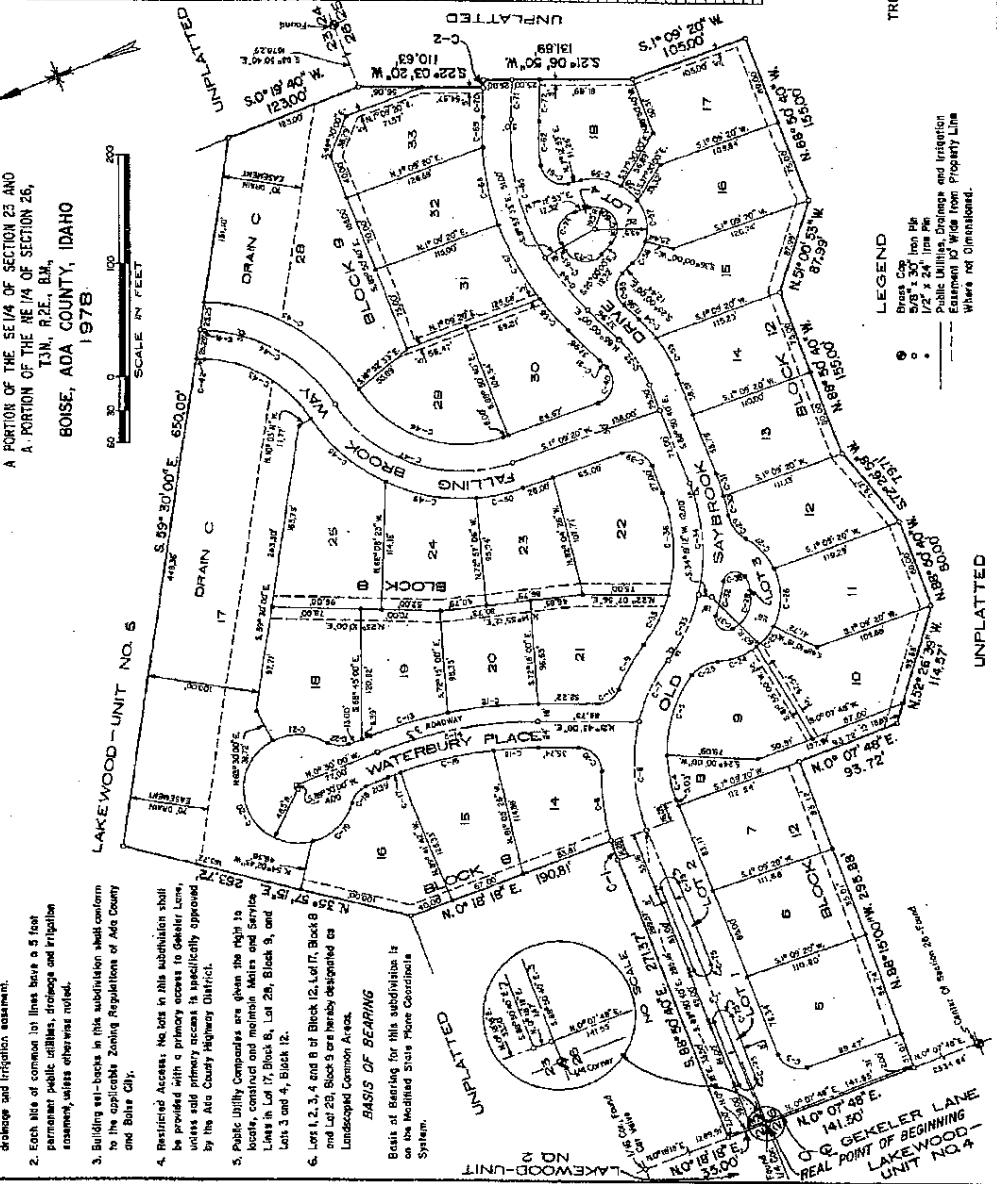


**NOTES**

- All lot lines conform to a public right-of-way hereinafter 90 foot wide permanent public utilities, drainage and irrigation easement.
- Each lot of common lot lines have a 5 foot permanent public utilities, drainage and irrigation easement, unless otherwise noted.
- Building set-backs in this subdivision shall conform to the applicable Zoning Regulations of Ada County and Boise City.
- Restricted Access: No lots in this subdivision shall be provided with a primary access to Geveler Lane, unless said primary access is specifically approved by the Ada County Highway District.
- Public Utility Companies are given the right to locate, construct and maintain Mains and Service Lines in Lot 17, Block 6, Lot 26, Block 9, and Lots 3 and 4, Block 12.
- Lots 1, 2, 3, 4 and 8 of Block 12, Lot 17, Block 6 and Lot 26, Block 9 are hereby designated as Landscaped Common Areas.

**BASIS OF BEARING**  
Basis of bearing for this subdivision is the National State Plane Coordinate System.

Curve	Radius	Chord	Delta	Stationing	Point	Notes
C-1	1000.00	1000.00	180.00	1000.00	1000.00	...
C-2	1000.00	1000.00	180.00	1000.00	1000.00	...
C-3	1000.00	1000.00	180.00	1000.00	1000.00	...
C-4	1000.00	1000.00	180.00	1000.00	1000.00	...
C-5	1000.00	1000.00	180.00	1000.00	1000.00	...
C-6	1000.00	1000.00	180.00	1000.00	1000.00	...
C-7	1000.00	1000.00	180.00	1000.00	1000.00	...
C-8	1000.00	1000.00	180.00	1000.00	1000.00	...
C-9	1000.00	1000.00	180.00	1000.00	1000.00	...
C-10	1000.00	1000.00	180.00	1000.00	1000.00	...
C-11	1000.00	1000.00	180.00	1000.00	1000.00	...
C-12	1000.00	1000.00	180.00	1000.00	1000.00	...
C-13	1000.00	1000.00	180.00	1000.00	1000.00	...
C-14	1000.00	1000.00	180.00	1000.00	1000.00	...
C-15	1000.00	1000.00	180.00	1000.00	1000.00	...
C-16	1000.00	1000.00	180.00	1000.00	1000.00	...
C-17	1000.00	1000.00	180.00	1000.00	1000.00	...
C-18	1000.00	1000.00	180.00	1000.00	1000.00	...
C-19	1000.00	1000.00	180.00	1000.00	1000.00	...
C-20	1000.00	1000.00	180.00	1000.00	1000.00	...
C-21	1000.00	1000.00	180.00	1000.00	1000.00	...
C-22	1000.00	1000.00	180.00	1000.00	1000.00	...
C-23	1000.00	1000.00	180.00	1000.00	1000.00	...
C-24	1000.00	1000.00	180.00	1000.00	1000.00	...
C-25	1000.00	1000.00	180.00	1000.00	1000.00	...
C-26	1000.00	1000.00	180.00	1000.00	1000.00	...
C-27	1000.00	1000.00	180.00	1000.00	1000.00	...
C-28	1000.00	1000.00	180.00	1000.00	1000.00	...
C-29	1000.00	1000.00	180.00	1000.00	1000.00	...
C-30	1000.00	1000.00	180.00	1000.00	1000.00	...



**TRIANGLE DEVELOPMENT COMPANY**  
Developers  
Boise, Idaho

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

**LEGEND**  
 Brass Cap  
 3/8" x 30" Iron Pin  
 1/2" x 24" Iron Pin  
 Public Utilities, Drainage and Irrigation Easement 12' Wide from Property Line  
 Where not Dimensioned.

AMENDED AND RESTATED DECLARATION OF CC&RS, CONDITIONS AND RESTRICTIONS FOR LAKEWOOD-UNIT NO. 6, A SUBDIVISION AND LAKEWOOD-UNIT NO. 7, A SUBDIVISION - 32



Remembrance  
103 E. Old Saybrook Dr., Boise, Idaho 83706  
By: RAY MCNAMARA  
Signed & Agreed this Date: 8-25-2022

Robert D. Secrist  
119 E. Old Saybrook Dr., Boise, Idaho 83706  
By: ROBERT D. SECRIST  
Signed & Agreed this Date: 8-31-2022

John Ward  
135 E. Old Saybrook Dr., Boise, Idaho 83706  
By: John Ward  
Signed & Agreed this Date: 8/22/22

Larry A. Smith  
140 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Larry A. Smith  
Signed & Agreed this Date: 8/25/22

151 E. Old Saybrook Dr., Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Sara Brown  
165 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Sara Brown  
Signed & Agreed this Date: 8/22/22

Joe Nickell  
179 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Joe Nickell  
Signed & Agreed this Date: 9/8/22

Trace Lindsey  
187 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Trace Lindsey  
Signed & Agreed this Date: 8/23/22

205 E. Old Saybrook Dr., Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Sharon O Miller  
223 E. Old Saybrook Dr., Boise, Idaho 83706  
By: SHARON O MILLER  
Signed & Agreed this Date: Aug 23 2022

Reed Wymond  
238 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Reed Wymond  
Signed & Agreed this Date: 8/16/22

Michael E. Huntington  
241 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Michael E. Huntington  
Signed & Agreed this Date: 8/12/22

254 E. Old Saybrook Dr., Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Kelly Dancer  
255 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Kelly Dancer  
Signed & Agreed this Date: 8/22/22

Ryan Arave  
267 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Ryan Arave  
Signed & Agreed this Date: 8/16/22

Pamela Sup Lange  
273 E. Old Saybrook Dr., Boise, Idaho 83706  
By: Pamela Sup Lange  
Signed & Agreed this Date: 8/16/22



Rich O'Hara  
167 E. Fall Dr., Boise, Idaho 83706  
By: Rich O'Hara  
Signed & Agreed this Date: 8/12/22

Steve Harris  
170 E. Fall Dr., Boise, Idaho 83706  
By: Steve Harris  
Signed & Agreed this Date: 8/14/22

Bradley Bolicker  
173 E. Fall Dr., Boise, Idaho 83706  
By: BRADLEY B BOLICKER  
Signed & Agreed this Date: 8/29/22

Irina Albig  
2601 S. Stony Fork Way, Boise, Idaho 83706  
By: Irina Albig  
Signed & Agreed this Date: August 26, 2022

2611 S. Stony Fork Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Connor Bullard  
2625 S. Stony Fork Way, Boise, Idaho 83706  
By: Connor Bullard  
Signed & Agreed this Date: 8/19/2022

Kelly Suter  
2636 S. Stony Fork Way, Boise, Idaho 83706  
By: Kelly Suter  
Signed & Agreed this Date: 8/14/22

Grant E. Muir, Jr.  
2637 S. Stony Fork Way, Boise, Idaho 83706  
By: Grant E. Muir, Jr.  
Signed & Agreed this Date: 8-14-2022

John Clement  
2643 S. Stony Fork Way, Boise, Idaho 83706  
By: John Clement  
Signed & Agreed this Date: 8-13-22

Susan Harris  
2644 S. Stony Fork Way, Boise, Idaho 83706  
By: Susan Harris  
Signed & Agreed this Date: 8/14/22

Joseph Eiguren  
2651 S. Stony Fork Way, Boise, Idaho 83706  
By: Joseph Eiguren  
Signed & Agreed this Date: 8/9/22

Dolan A. Koster  
2665 S. Stony Fork Way, Boise, Idaho 83706  
By: Dolan A. Koster  
Signed & Agreed this Date: 8/26/22

2677 S. Stony Fork Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Barbara Harrison  
2689 S. Stony Fork Way, Boise, Idaho 83706  
By: BARBARA HARRISON  
Signed & Agreed this Date: 8/13/22

April Nino  
2693 S. Stony Fork Way, Boise, Idaho 83706  
By: April Nino  
Signed & Agreed this Date: 8/21/22

Heather Hicks  
2694 S. Stony Fork Way, Boise, Idaho 83706  
By: HEATHER HICKS  
Signed & Agreed this Date: 9/10/22

Camille Weyner  
2706 S. Stony Fork Way, Boise, Idaho 83706  
By: Camille Weyner  
Signed & Agreed this Date: 8/19/22

Brian D. DenHerder  
~~BRIAN DENHERDER~~  
2718 S. Stony Fork Way, Boise, Idaho 83706  
By: BRIAN DENHERDER  
Signed & Agreed this Date: \_\_\_\_\_

James Mihai Marosvari  
2729 S. Stony Fork Way, Boise, Idaho 83706  
By: JIM MAROSVARI  
Signed & Agreed this Date: 8/14/22

Maggie Mallea  
2730 S. Stony Fork Way, Boise, Idaho 83706  
By: Maggie Mallea  
Signed & Agreed this Date: 8/18/22

G. Scott Fahey  
2787 S. Stony Fork Way, Boise, Idaho 83706  
By: G. Scott Fahey  
Signed & Agreed this Date: 8/10/22

Thomas Andrews  
2610 S. Falling Brook Way, Boise, Idaho 83706  
By: Thomas Andrews  
Signed & Agreed this Date: 8/13/22

Melissa Hamper  
2630 S. Falling Brook Way, Boise, Idaho 83706  
By: Melissa Hamper  
Signed & Agreed this Date: 8-18-22

Steve Schmidt  
2631 S. Falling Brook Way, Boise, Idaho 83706  
By: STEVE SCHMIDT  
Signed & Agreed this Date: 8/10/2022

Vince Thayer  
2675 S. Falling Brook Way, Boise, Idaho 83706  
By: Vince Thayer  
Signed & Agreed this Date: 08 27 22

2676 S. Falling Brook Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

2703 S. Falling Brook Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Tyson Miller  
2704 S. Falling Brook Way, Boise, Idaho 83706  
By: Tyson Miller  
Signed & Agreed this Date: 9/5/22

Thomas J. Radeke  
2722 S. Falling Brook Way, Boise, Idaho 83706  
By: Thomas J. Radeke  
Signed & Agreed this Date: 8-11-22

Abbe Adams  
2722 S. Falling Brook Way, Boise, Idaho 83706  
By: Abbe Adams  
Signed & Agreed this Date: 8-12-22

John P. Conroy  
2750 S. Falling Brook Way, Boise, Idaho 83706  
By: John P. Conroy  
Signed & Agreed this Date: \_\_\_\_\_

JD Sutphin  
2779 S. Falling Brook Way, Boise, Idaho 83706  
By: JD Sutphin  
Signed & Agreed this Date: 8/14/2022

Kate Apple  
2780 S. Falling Brook Way, Boise, Idaho 83706  
By: Kate Apple  
Signed & Agreed this Date: 8.22.22

Roy A. Johnson  
2781 S. Falling Brook Way, Boise, Idaho 83706  
By: Roy A. Johnson  
Signed & Agreed this Date: 8/10/2022

Randy Andrews  
2787 S. Falling Brook Way, Boise, Idaho 83706  
By: Randy Andrews  
Signed & Agreed this Date: 8-13-22

x Eric Shinnert  
2800 S. Falling Brook Way, Boise, Idaho 83706  
By: Eric Shinnert  
Signed & Agreed this Date: 8/22/22

2809 S. Falling Brook Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

2818 S. Falling Brook Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Carol J. Rosenberger  
2840 S. Falling Brook Way, Boise, Idaho 83706  
By: CAROL J. ROSENBERGER  
Signed & Agreed this Date: 8-09-22

David B. Martin  
2860 S. Falling Brook Way, Boise, Idaho 83706  
By: David B. Martin  
Signed & Agreed this Date: 9/5/22

J.P. Breidenbach  
2890 S. Falling Brook Way, Boise, Idaho 83706  
By: Jay Breidenbach  
Signed & Agreed this Date: 8/9/22

2902 S. Falling Brook Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

2907 S. Falling Brook Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Maureen P. Silbn  
2916 S. Falling Brook Way, Boise, Idaho 83706  
By: Maureen P. Silbn  
Signed & Agreed this Date: 8/10/22

2945 S. Falling Brook Way, Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Andrew Drysdale  
2963 S. Falling Brook Way, Boise, Idaho 83706  
By: ANDREW DRYSDALE  
Signed & Agreed this Date: 8-9-22

Robert Callison  
2964 S. Falling Brook Way, Boise, Idaho 83706  
By: ROBERT CALLISON  
Signed & Agreed this Date: 8/16/22

Deborah Ausman  
2989 S. Falling Brook Way, Boise, Idaho 83706  
By: Deborah Ausman  
Signed & Agreed this Date: 8-16-22

Neil K. Shapiro  
3001 S. Falling Brook Way, Boise, Idaho 83706  
By: NEIL K. SHAPIRO  
Signed & Agreed this Date: 8/25/2022

Robert N. Riddle  
2872 S. Bayshore Pl., Boise, Idaho 83706  
By: Robert N. Riddle  
Signed & Agreed this Date: 8/10/22

Brett Korporeal  
2884 S. Bayshore Pl., Boise, Idaho 83706  
By: BRETT KOPORAL  
Signed & Agreed this Date: 8/12/22

Eric Swanson  
2885 S. Bayshore Pl., Boise, Idaho 83706  
By: ERIC SWANSON  
Signed & Agreed this Date: 8/10/2022

Nilab Monca  
2896 S. Bayshore Pl., Boise, Idaho 83706  
By: Nilab Monca  
Signed & Agreed this Date: 8/10/2022

Alan Ridley  
2936 S. Waterbury Pl., Boise, Idaho 83706  
By: \_\_\_\_\_  
Signed & Agreed this Date: \_\_\_\_\_

Alan Ridley  
2913 S. Waterbury Pl., Boise, Idaho 83706  
By: Alan Ridley  
Signed & Agreed this Date: 9-7-22

Chris Gaines  
2916 S. Waterbury Pl., Boise, Idaho 83706  
By: Chris Gaines  
Signed & Agreed this Date: 8-16-22

2941 S. Waterbury Pl., Boise, Idaho 83706

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

Signed & Agreed this Date: \_\_\_\_\_

2954 S. Waterbury Pl., Boise, Idaho 83706

By: Robert J. Wilson

Signed & Agreed this Date: 5/16/22

2978 S. Waterbury Pl., Boise, Idaho 83706

By: Carlyne Mitchell Saverson

Signed & Agreed this Date: 5/14/22