

1. **Cosmetic changes and definitions and numbering/ deletion**

The original CCR's included references to the developer that are no longer necessary or relevant since all of the lots have been sold and the common area transferred to the Lakeland Village Homeowners' Association. This amendment deletes the references to the developer and substitutes the LVHOA in its place.

A definition was added defining the term "Board of Directors." The definition for "Declarant" was modified to refer to the LVHOA.

Cosmetic changes included the addition of "Amended and Restated" to the title, and numbering changes reflecting the addition of other proposed CCR changes. The numbering and titles of sections will change further based on how many, if any, of the proposed CCR changes are adopted by the Association.

The following provisions are affected by the proposed changes:

LAKELAND VILLAGE

(STANDARD SUBDIVISION)

**AMENDED AND RESTATED**  
DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

***This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lakeland village is made on the date hereinafter set forth by Lakeland Village Homeowners Association, an Idaho nonprofit Corporation.***

**RECITALS**

***Lakeland Village Homeowners Association is the owner of certain real property in the City of Garden City, County of Ada, State of Idaho, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.***

***All of the real property described in Exhibit "A" and commonly known as Lakeland Village has been conveyed to Lakeland Village Homeowners Association pursuant to a general plan for all of the said real property and subject to certain protective covenants, conditions, restrictions, and reservations as hereinafter set forth.***

***The general plan has been established for the development of, and for the efficient preservation of the values and amenities in, the real property described above. All of the property described in Exhibit "A" is held, occupied, sold and conveyed subject to certain protective covenants, conditions, restrictions, and reservations previously established and hereinafter amended and restated.***

[THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAKELAND VILLAGE IS MADE ON THE DATE HEREINAFTER SET FORTH BY LAKELAND VILLAGE LLC, A LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS "DECLARANT",

**RECITALS**

DECLARANT IS THE OWNER OF CERTAIN REAL PROPERTY IN THE CITY OF GARDEN CITY, COUNTY OF ADA, STATE OF IDAHO, WHICH IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

THE LAKELAND VILLAGE DEVELOPMENT SHALL BE REFERRED TO AS THE "PROJECT" AS DEFINED IN SECTION I.

DECLARANT HAS DEEMED IT DESIRABLE, FOR THE PURPOSE OF ESTABLISHING A GENERAL PLAN FOR THE DEVELOPMENT OF, AND FOR THE EFFICIENT PRESERVATION OF THE VALUES AND AMENITIES IN, THE REAL PROPERTY DESCRIBED ABOVE, THAT ALL THE PROPERTY DESCRIBED IN EXHIBIT "A" SHALL BE HELD, OCCUPIED, SOLD AND CONVEYED SUBJECT TO CERTAIN PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS AS HEREINAFTER CREATED.,

DECLARANT WILL DEVELOP AND CONVEY ALL OF THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" PURSUANT TO A GENERAL PLAN FOR ALL OF THE SAID REAL PROPERTY AND SUBJECT TO CERTAIN PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS AS HEREINAFTER SET FORTH.]

### DECLARATION

[DECLARANT HEREBY DECLARES THAT]

**1.03 Board of Directors. "Board of Directors" means the Board of Directors of the Lakeland Village Homeowner's Association, a Nonprofit Corporation. The terms "Board of Directors" and "Board" may be used interchangeably herein.**

4.02 Building Envelope and Setbacks. The primary building envelope is that portion of each lot within which all building improvements for the main residence must be located. ***That area is defined by the engineered pad as required and accepted by FEMA through the LOMR filing.*** Setbacks must meet minimum standards as approved by the city of Garden City. Other buildings, alterations or improvements outside of the building envelope are strictly controlled and must be reviewed by the Architectural Committee. Examples of such building, alteration or improvements would be:

- A. *Landscaping Design and construction.***
- B. Fencing
- C. *All building materials must conform with the residential structure.*** Roofing material (wood shake roofs are not allowed.)
- D. Establishment of or alteration to existing irrigation ditches and/or channels.
- E. Access driveways.
- F. Thinning and/or clearing of vegetation.
- G. Connection to City water and waste systems.
- H. Construction of underground utilities.

To assist lot owners in the planning and design of improvements, plot plans showing buildable areas, building setbacks, visual corridors and a suggested location for the primary building envelope have been prepared for each lot. Plot plans also show information such as where and what kind of outbuildings are permitted, and where and what kind of fencing is permitted.

[4.02 BUILDING ENVELOPE AND SETBACKS. THE PRIMARY BUILDING ENVELOPE IS THAT PORTION OF EACH LOT WITHIN WHICH ALL BUILDING IMPROVEMENTS FOR THE MAIN RESIDENCE MUST BE LOCATED, OTHER BUILDINGS, ALTERATIONS OR IMPROVEMENTS TO THE NATURAL TERRAIN OR VEGETATION OUTSIDE OF THE BUILDING ENVELOPE ARE STRICTLY CONTROLLED AND MUST BE REVIEWED BY THE ARCHITECTURAL COMMITTEE. EXAMPLES OF SUCH BUILDING, ALTERATION OR IMPROVEMENTS WOULD BE;

- A. FENCING
- B. ROOFING MATERIAL (WOOD SHAKE ROOFS ARE NOT ALLOWED)
- C. ESTABLISHMENT OF, OR ALTERATION TO EXISTING IRRIGATION DITCHES.
- D. ACCESS DRIVEWAYS,
- E. THINNING AND/OR CLEARING OF VEGETATION,
- F. ALTERATION OR IMPROVEMENTS TO NATURAL DRAINAGE WAYS..
- G. CONNECTION TO CITY WATER AND WASTE SYSTEMS,
- H. CONSTRUCTION OF UNDERGROUND UTILITIES.

TO ASSIST LOT OWNERS IN THE PLANNING AND DESIGN OF IMPROVEMENTS, PLOT PLANS SHOWING BUILDABLE AREAS, BUILDING SETBACKS, VISUAL CORRIDORS AND A SUGGESTED LOCATION FOR THE PRIMARY BUILDING ENVELOPE HAVE BEEN PREPARED FOR EACH LOT. PLOT PLANS ALSO SHOW INFORMATION SUCH AS WHERE AND WHAT KIND OF OUTBUILDINGS ARE PERMITTED, AND WHERE AND WHAT KIND OF FENCING IS PERMITTED.]

4.17 Maintenance Obligations of Owners. It shall be the duty of each owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas subject to his exclusive control, in a neat, sanitary and attractive condition, subject to the approval of the Architectural Committee **and the Board**. Areas subject to the exclusive control of an owner shall be deemed to include, but not be limited to, the owner's dwelling unit and the landscaping and yard areas on that individual owner's lot. Upon the failure of said owner to maintain and repair areas subject to his exclusive control, **the Board** shall have the right, but not the duty, to make such repairs or to perform such maintenance. In such event, the cost thereof shall be charged to and paid by the Owner.

[4.15 MAINTENANCE OBLIGATIONS OF OWNERS. IT SHALL BE THE DUTY OF EACH OWNER, AT HIS SOLE COST AND EXPENSE, SUBJECT TO THE PROVISIONS OF THIS DECLARATION REGARDING ARCHITECTURAL COMMITTEE APPROVAL, TO MAINTAIN, REPAIR, REPLACE AND RESTORE AREAS SUBJECT TO HIS EXCLUSIVE CONTROL, IN A NEAT, SANITARY AND ATTRACTIVE CONDITION, SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. AREAS SUBJECT TO THE EXCLUSIVE CONTROL OF AN OWNER SHALL BE

DEEMED TO INCLUDE, BUT NOT BE LIMITED TO, THE OWNER'S DWELLING UNIT AND THE LANDSCAPING AND YARD AREAS ON THAT INDIVIDUAL OWNER'S LOT. UPON THE FAILURE OF SAID OWNER TO MAINTAIN AND REPAIR AREAS SUBJECT TO HIS EXCLUSIVE CONTROL. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO MAKE SUCH REPAIRS OR TO PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE CHARGED TO THE OWNER.]

**The following provision is deleted in its entirety**

[ARTICLE V

EXEMPTION OF DECLARANT

DECLARANT OR ITS SUCCESSORS OR ASSIGNS WILL UNDERTAKE THE WORK OF DEVELOPING ALL THE LOTS WITHIN THE PROJECT. THE COMPLETION OF THAT WORK AND THE SALE, RENTAL AND OTHER DISPOSAL OF THE LOTS IS ESSENTIAL TO THE ESTABLISHMENT AND WELFARE OF THE PROJECT AS A RESIDENTIAL COMMUNITY\_ AS USED IN THIS SECTION AND ITS SUBPARAGRAPHS, THE WORDS "IS SUCCESSORS AND ASSIGNS" SPECIFICALLY DO NOT INCLUDE PURCHASERS OF THE LOTS IMPROVED WITH COMPLETED DWELLING UNITS. IN ORDER THAT THE SAID WORK MAY BE COMPLETED AND THE PROJECT BE ESTABLISHED AS A FULLY OCCUPIED RESIDENTIAL COMMUNITY AS RAPIDLY AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO:

A. PREVENT DECLARANT, ITS SUCCESSORS OR ASSIGNS, OR THEIR CONTRACTORS OR SUBCONTRACTORS, FROM DOING ON ANY LOT OWNED BY THEM WHATEVER THEY DETERMINE TO BE NECESSARY OR ADVISABLE IN CONNECTION WITH THE COMPLETION OF SAID WORK, INCLUDING WITHOUT LIMITATION, THE ALTERATION OF CONSTRUCTION PLANS AND DESIGNS AS DECLARANT DEEMS ADVISABLE IN THE COURSE OF DEVELOPMENT; OR

B. PREVENT DECLARANT, ITS SUCCESSORS, ASSIGNS, OR REPRESENTATIVES, FROM ERECTING, CONSTRUCTING AND MAINTAINING ON ANY LOT, OR PORTION THEREOF, OWNED OR CONTROLLED BY DECLARANT, OR ITS SUCCESSORS OR ASSIGNS OR ITS CONTRACTORS OR SUBCONTRACTORS, SUCH STRUCTURES AS MAY BE REASONABLY NECESSARY FOR THE CONDUCT OF ITS OR THEIR BUSINESS OF COMPLETING SAID WORK AND ESTABLISHING A RESIDENTIAL COMMUNITY AND DISPOSING OF THE SAME BY SALE, LEASE OR OTHERWISE; OR

C. PREVENT DECLARANT, ITS SUCCESSORS OR ASSIGNS OR ITS CONTRACTORS OR SUBCONTRACTORS, FROM MAINTAINING SUCH SIGN OR SIGNS ON ANY LOTS OWNED OR CONTROL' AD BY ANY OF THEM AS MAY BE NECESSARY IN CONNECTION WITH THE SALES, LEASE OR OTHER MARKETING OF THE LOTS OR DWELLING UNITS.]

6.05 Enforcement and Non Waiver.

A. Right of Enforcement. Except as otherwise provided herein, any owner of any lot shall have the right to enforce any or all of the provisions of this Declaration upon any property within the project and the owners thereof.

B. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by **the Board** or any owners of lots. However, any other provisions to the contrary notwithstanding, **only the Board, or the duly authorized agents of the Board** may enforce, by self-help, any of the provisions of this Declaration, and only if such self-help is preceded by reasonable notice to the owner involved.

[B. VIOLATIONS AND NUISANCE. EVERY ACT OR OMISSION WHEREBY ANY PROVISION OF THIS DECLARATION IS VIOLATED IN WHOLE OR IN PART IS HEREBY DECLARED TO BE A NUISANCE AND MAY BE ENJOINED OR ABATED, WHETHER OR NOT THE RELIEF SOUGHT IS FOR NEGATIVE OR AFFIRMATIVE ACTION BY DECLARANT OR THE ARCHITECTURAL COMMITTEE OR ANY OWNERS OF LOTS., HOWEVER, ANY OTHER PROVISIONS TO THE CONTRARY NOTWITHSTANDING, ONLY DECLARANT, THE ARCHITECTURAL COMMITTEE, OR THE DULY AUTHORIZED AGENTS OF ANY OF THEM MAY ENFORCE, BY SELF-HELP, AND OF THE PROVISIONS OF THIS DECLARATION, AND ONLY IF SUCH SELF-HELP IS PRECEDED BY REASONABLE NOTICE TO THE OWNER INVOLVED.]

## 2. Architectural Committee changes

The proposed CCR amendment to the Architectural Committee provisions are needed to resolve the issue of the Board's final authority over Architectural Committee decisions, and the Board's responsibility to make decisions relative to any changes made to the common areas owned by the Association. The CCR's also included now irrelevant provisions regarding the developer appointment of members of the AC. The CCRs did not provide for a term of office, or for staggered election of members of the AC, resulting in the need to appoint an entirely new AC Committee each year. Staggered and fixed terms are designed to provide more continuity to the AC Committee.

The provision regarding automatic approval of landscape requests that have not been dealt with by the AC Committee within 30 days has created problems for the Association in the past. The proposed amendment to Section 3.03 clarifies this provision. It also provides for completion of improvements within an established time frame and a compliance review of the completed work. The noncompliance provisions in Section 3.05 have been substantially strengthened and clarified.

Section 3.04 has been modified to include the Board with respect to action taken on plans and specifications submitted.

The following sections are affected by the proposed changes:

### ARTICLE III

#### ARCHITECTURAL COMMITTEE

3.01 Architectural Approval. No building, fence, wall, sign or other structure, or exterior addition to or change or alteration thereof (including painting or landscaping) shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the lots until plans and specifications showing plot layout and all exterior elevations, with materials and colors thereon and structural design and landscaping, shall have been submitted in writing **according to the Rules and Regulations on an Architectural Committee submission form** and approved in writing by the Architectural Committee. Approvals shall be based, among other things, on adequacy of structural design and materials, conformity and harmony of external design with neighboring property, improvements, operations and uses, relation of topography, grade, and finished ground elevation of the property being improved to the neighboring property. **All decisions of the Architectural Committee shall be subject to final approval or disapproval of the Board of Directors. The Board** shall have the right to require any member to remove, trim, top, or prune any shrub, tree, or hedge which the Architectural Committee reasonably believes impedes the view of any lot.

[3.01 ARCHITECTURAL APPROVAL. NO BUILDING, FENCE, WALL, SIGN OR OTHER STRUCTURE, OR EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREOF (INCLUDING PAINTING OR LANDSCAPING) SHALL BE COMMENCED, CONSTRUCTED, ERECTED, PLACED, ALTERED, MAINTAINED OR PERMITTED TO REMAIN ON THE LOTS UNTIL PLANS AND SPECIFICATIONS SHOWING PLOT LAYOUT AND ALL EXTERIOR ELEVATIONS, WITH MATERIALS AND COLORS THEREON AND STRUCTURAL DESIGN AND LANDSCAPING, SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE

ARCHITECTURAL COMMITTEE, APPROVALS SHALL BE BASED, AMONG OTHER THINGS, ON ADEQUACY OF STRUCTURAL DESIGN AND MATERIALS, CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH NEIGHBORING PROPERTY, IMPROVEMENTS, OPERATIONS AND USES, RELATION OF TOPOGRAPHY, GRADE, AND FINISHED GROUND ELEVATION OF THE PROPERTY BEING IMPROVED TO THE NEIGHBORING PROPERTY. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT TO REQUIRE ANY MEMBER TO REMOVE, TRIM, TOP, OR PRUNE ANY SHRUB, TREE, OR HEDGE WHICH SUCH COMMITTEE REASONABLY BELIEVES IMPEDES THE VIEW OF ANY LOT.]

3.02 Terms of Architectural Committee. ***The Architectural Committee shall consist of three (3) members. Each member shall be elected for a two (2) year term, which terms shall be staggered so that at least one (1) member of the Committee is elected at each annual meeting. The owners shall elect all of the members of the Architectural Committee. Members elected to the Architectural Committee by the owners shall be from the membership of the Association. A majority of the Architectural Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the successor shall be elected by the owners at such time as the term of that member would have expired. In the interim period, the Board shall appoint a successor to act in place of that member.*** Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant hereto.

[3.02 TERM OF ARCHITECTURAL COMMITTEE APPOINTED BY THE DECLARANT. THE ARCHITECTURAL COMMITTEE APPOINTED BY THE DECLARANT PURSUANT TO SECTION 101 ABOVE SHALL CONSIST OF THREE (3) APPOINTED MEMBERS. DECLARANT MAY APPOINT ALL OF THE ORIGINAL MEMBERS OF THE COMMITTEE AND ALL REPLACEMENTS UNTIL THE FIRST ANNIVERSARY OF THE RECORDATION OF THIS DECLARATION. THE DECLARANT RESERVES TO ITSELF THE POWER TO APPOINT A MAJORITY OF THE MEMBERS TO THE COMMITTEE UNTIL NINETY PERCENT (90%) OF ALL THE LOTS IN THE PROJECT HAVE BEEN SOLD OR UNTIL THE FIFTH ANNIVERSARY OF THE ISSUANCE OF THE FINAL PUBLIC REPORT FOR THE PROJECT, WHICHEVER FIRST OCCURS, AFTER ONE (1) YEAR FROM THE DATE OF THE ISSUANCE OF THE ORIGINAL PUBLIC REPORT FOR THE PROJECT, THE OWNERS, OTHER THAN DECLARANT, SHALL HAVE THE POWER TO ELECT ONE (1) MEMBER TO THE ARCHITECTURAL COMMITTEE UNTIL NINETY PERCENT (90%) OF ALL THE LOTS IN THE PROJECT HAVE BEEN SOLD OR UNTIL THE FIFTH ANNIVERSARY DATE OF THE ISSUANCE OF THE FINAL PUBLIC REPORT FOR THE PROJECT, WHICHEVER FIRST OCCURS. THEREAFTER, THE OWNERS SHALL HAVE THE POWER TO ELECT ALL OF THE MEMBERS OF THE ARCHITECTURAL COMMITTEE. MEMBERS ELECTED TO THE ARCHITECTURAL COMMITTEE BY THE OWNERS SHALL BE FROM THE MEMBERSHIP OF THE ASSOCIATION. MEMBERS APPOINTED TO THE ARCHITECTURAL COMMITTEE BY THE DECLARANT NEED NOT BE MEMBERS OF THE ASSOCIATION. A MAJORITY OF THE ARCHITECTURAL COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE SUCCESSOR SHALL BE APPOINTED BY THE PERSON, ENTITY, OR GROUP WHICH APPOINTED SUCH MEMBER UNTIL DECLARANT NO LONGER HAS THE RIGHT TO APPOINT ANY MEMBERS TO THE COMMITTEE, AND THEREAFTER THE OWNERS SHALL ELECT SUCH A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE NOR ITS DESIGNATED

REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT HERETO.]

3.03 Failure to Approve or Disapprove Plans and Specifications. In the event ***the Board of Directors***, the Architectural Committee, and/or their designated representatives, fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that ***such plans and specifications have been approved.*** All improvement work approved by the Architectural Committee ***or the Board*** shall be diligently completed ***within the timeframe set out on the form submitted to the Architectural Committee. Failure to complete such work is a violation of these Covenants. The Owner is required to contact the Association's Property Manager upon completion of the work of improvement to schedule a review of the completed project to determine whether the work has been completed in compliance with the approved plans and specifications.***

[3.03 FAILURE TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS. IN THE EVENT THE ARCHITECTURAL COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS AFTER THE SAME HAVE BEEN SUBMITTED TO IT, IT SHALL BE CONCLUSIVELY PRESUMED THAT THE ARCHITECTURAL COMMITTEE HAS APPROVED SUCH PLANS AND SPECIFICATIONS. ALL IMPROVEMENT WORK APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE DILIGENTLY COMPLETED.]

3.04 No Liability. Neither the Architectural Committee, ***the Board of Directors***, nor the members thereof, shall be liable in damage to anyone submitting plans or specifications to them for approval, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Committee ***and/or the Board of Directors*** for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against the Architectural Committee, the Board of Directors, or any of the members thereof to recover any such damages.

[3.04 NO LIABILITY. NEITHER THE DECLARANT NOR THE ARCHITECTURAL COMMITTEE, NOR THE MEMBERS THEREOF, SHALL BE LIABLE IN DAMAGE TO ANYONE SUBMITTING PLANS OR SPECIFICATIONS TO THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE IN JUDGEMENT, NEGLIGENCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS TO THE ARCHITECTURAL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY OF SAID PROPERTY AGREES THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ARCHITECTURAL COMMITTEE, OR ANY OF THE MEMBERS THEREOF TO RECOVER ANY SUCH DAMAGES.]

3.05 Notice of Noncompliance or Non Completion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of approval of the Architectural Committee and/or the Board for any improvement, said improvement shall, for the benefit of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article III, unless actual notice of such noncompliance or non completion, executed by the Board of Directors, the Architectural Committee or its designated representatives, shall appear of record in the office of the County Recorder of Ada County, Idaho, or unless legal proceedings shall have been instituted to enforce compliance or completion. ***In the event that the Board and/or the Architectural Committee finds that any work of improvement is not in compliance with the submitted plans and specifications, all work on the project must be stopped. A new Architectural Committee submission form must be submitted according to the Rules and Regulations prior to further work on the improvement. Upon a determination by the Board, work found to be noncompliant will be fined up to \$1,000.***

[3.05 NOTICE OF NONCOMPLIANCE OR NON COMPLETION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AFTER THE EXPIRATION OF ONE (1) YEAR FROM THE DATE OF ISSUANCE OF APPROVAL OF THE ARCHITECTURAL COMMITTEE FOR ANY IMPROVEMENT, SAID IMPROVEMENT SHALL, FOR THE BENEFIT OF PURCHASERS AND ENCUMBRANCES IN GOOD FAITH AND FOR VALUE, BE DEEMED TO BE IN COMPLIANCE WITH ALL PROVISIONS OF THIS ARTICLE III, UNLESS ACTUAL NOTICE OF SUCH NONCOMPLIANCE OR NON COMPLETION, EXECUTED BY THE ARCHITECTURAL COMMITTEE OR ITS DESIGNATED REPRESENTATIVES, SHALL APPEAR OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF ADA COUNTY, IDAHO, OR UNLESS LEGAL PROCEEDINGS SHALL HAVE BEEN INSTITUTED TO ENFORCE COMPLIANCE OR COMPLETION.]

3.06 Rules and Regulations. The Architectural Committee may from time to time, and subject to final approval of the Board of Directors, adopt, amend, and repeal Rules and Regulations interpreting and implementing the provisions hereof.

3.07 Variances. Where circumstances, such as topography, location of property lines, location of trees, location of visual easements, or other matters require, the Architectural Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the Covenants, Conditions, or Restrictions contained in this Declaration under the jurisdiction of such Committee, on such terms and conditions as it shall require; provided however, that all such variances shall be in keeping with the general plan for the improvement and development of the property. ***Any variance proposed by the Architectural Committee shall be subject to final approval of the Board of Directors.***

[3.07 VARIANCES. WHERE CIRCUMSTANCES, SUCH AS TOPOGRAPHY, LOCATION OF PROPERTY LINES, LOCATION OF TREES, LOCATION OF VISUAL EASEMENTS, OR OTHER MATTERS REQUIRE, THE ARCHITECTURAL COMMITTEE, BY THE VOTE OR WRITTEN CONSENT OF A MAJORITY OF THE MEMBERS THEREOF, MAY ALLOW REASONABLE VARIANCES AS TO ANY OF THE COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN THIS DECLARATION UNDER THE JURISDICTION OF SUCH COMMITTEE. ON SUCH TERMS AND CONDITIONS AS IT SHALL REQUIRE; PROVIDED HOWEVER, THAT ALL SUCH VARIANCES

SHALL BE IN KEEPING WITH THE GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF THE PROPERTY.]

### 3. Megan's law restriction

This proposed CCR amendment is a new provision. It is meant to address concerns about the issue of sex offenders residing within the subdivision. The amendment would make it a violation of the CCR's for a registered sex offender to reside within the subdivision and require that person to sell the home and move out of the subdivision. It provides for enforcement by the Association.

#### 4.04 Restriction Against Megan's Law Registrants.

**(a) No person required to register with a designated registering agency pursuant to Idaho Code 18-8301 (the Sexual Offender Registration Notification and Community Right-to-Know Act) and who is an individual convicted of an offense listed and described in section 18-8304, Idaho Code, or a substantially similar offense under the laws of another state or in a federal, tribal or military court or the court of another country (hereinafter "sexual offender") may permanently or temporarily reside in a residence or building on any Lot within the subdivision. As used in this section "resides" means living in or possessing any portion of a Lot for more than 14 days out of any 30 consecutive-day period.**

**(b) If, subsequent to the recording of this Declaration in the records of the Clerk of Ada County, Idaho a sexual offender resides in a Lot as a tenant, or under any other possessory interest, the Lot Owner must immediately cause the person to vacate the Lot. If the person does not vacate the Lot within 30 days of the date the Lot Owner was notified by the Association of the presence of a sexual offender under Idaho law, then the Lot Owner will immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceeding within 30 days following the date the Lot Owner is required to do so and diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction action at the Lot Owner's cost and expense. If any action seeking eviction of a sexual offender does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the tenant. In the event the Association obtains a final judgment resulting in the eviction of the tenant the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the appeal.**

**(c) Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant this paragraph of the Declarations Establishing Covenants, Conditions and Restrictions for Lakeland Village Subdivision. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and is binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.**

**(d) Any Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he is in violation of this paragraph of the Declarations Establishing Covenants, Conditions and Restrictions for Lakeland Village Subdivision, must vacate**

***the Lot within 90 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 90 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to the average of two independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Lot, including, without limitation, brokerage fees, of not more than seven percent (7%) of the appraisal value, the cost of the appraisal, the realty transfer tax (based on the appraisal value), and other customary and incidental selling costs not in excess of one percent (1%) of the appraisal value.***

***(e) The Association will not be liable to any Lot Owner or anyone occupying or visiting the Lakeland Village Subdivision as the result of the Association's failure to dispossess a sexual offender."***

***(f) In addition to all other rights and remedies the Association may have under this Declaration for violation of this provision, including without limitation, evicting a registered sex offender and/or obtaining negative or affirmative injunctions against an occupying Owner who is a registered sex offender or an Owner who is allowing a registered sex offender to reside on or occupy such Owner's Lot, such violating Owner shall also be assessed a limited assessment under Article 10 hereof in the amount of \$100 for every day that such registered sex offender occupies or otherwise resides in the Subdivision after the expiration of the 30-day period set out in subparagraph (b) above. Such limited assessment shall be a continuing lien on such violating Owner's Lot and shall be enforced and/or foreclosed as otherwise set forth in Article 11.***

#### 4. Rental restriction

This proposed CCR amendment is a new provision. It is meant to address concerns about the establishment of rental properties within the subdivision. The Board would have discretionary authority to permit rental of properties under special circumstances or hardship.

##### **4.05 Leasing and Rentals Prohibited**

***(a) In order to foster and maintain the stable, residential character of Lakeland Village Subdivision, and preserve the property values of the Owners of Lots within the Property, Owners should reside in the residential dwellings located on their Lots. Accordingly, no Owner may lease, in whole or part, such Owner's Lot or the residential dwelling located thereon to any person or entity. For purposes of this Section, the term "lease" as applied to a Lot shall be deemed to include, without limitation, any rental, letting, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Lot (or portion thereof) to any entity or a person who is not a member of such Owner's family. A "member of such Owner's family" shall be defined as any person who is related to the Owner by blood, legal marriage or legal adoption. By purchasing a Lot or Lots on the Property, an Owner agrees that the purpose of this Section 4.05 is worthy of protection and that the provisions hereof do not constitute an unreasonable restraint upon the alienation of Owner's Lot(s)."***

***(b) Notwithstanding the foregoing, the Board may approve the lease of an Owner's Lot or the residential dwelling located thereon upon prior written submission of proof of special circumstances or hardship by the Owner.***

## 5. Pet restriction

This provision replaces existing Section 4.05 and clarifies the two animal limit with respect to pets kept outside of the home. It clarifies the Board's right to determine what constitutes a 'reasonable quantity' of pets, and to enforce the provision.

### 4.07 Animals.

A. Household pets and animals. Household pets shall mean domestic animals customarily confined within the dwelling unit. Dogs, cats, or other conventional domestic household pets may be kept, provided:

**(1) that no more than two (2) animals are kept outside of the residence;**

(2) that no animals are kept in unreasonable numbers or for any commercial purpose;

(3) that all animals are kept in a manner as not to constitute a nuisance to other owners or occupants.

All pets must be kept within the confines of a building envelope or on a leash or under the direct control of their owners. No pets shall be allowed to roam free and unattended or unleashed within the project. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, that **the Board** may determine that a reasonable number in any instance may be more or less. **The Board** shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of **the Board**, a nuisance to any other property owner. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants or invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the properties by an owner, or by members of his family, his tenants or his guests. Notwithstanding the foregoing, nothing herein shall prevent the possession of a dog trained and used for the purpose of a "seeing eye" or guide dog for the blind by anyone residing on the premises. **Each person residing on the premises** who maintains or is in the possession of a dog shall have the absolute duty and responsibility to immediately remove, in a sanitary manner, all dog excrement from the project. **The Homeowners Association may enforce the foregoing provisions by an animal control service selected by the Board. Any expenses incurred by the Association for such enforcement shall be the chargeable to and paid by the Owner.**

### [4.05 ANIMALS.

A. HOUSEHOLD PETS AND SMALL ANIMALS. HOUSEHOLD PETS SHALL MEAN DOMESTIC ANIMALS CUSTOMARILY CONFINED WITHIN THE DWELLING UNIT. DOGS, CATS OR OTHER CONVENTIONAL DOMESTIC HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT IN UNREASONABLE NUMBERS OR FOR ANY COMMERCIAL PURPOSE AND ARE KEPT IN A MANNER AS NOT TO CONSTITUTE A NUISANCE TO OTHER OWNERS OR OCCUPANTS. ALL PETS MUST BE KEPT WITHIN THE CONFINES OF A BUILDING ENVELOPE OR ON A LEASH OR UNDER THE DIRECT CONTROL OF THEIR OWNERS. NO PETS SHALL BE ALLOWED TO ROAM FREE AND UNATTENDED OR UNLEASHED WITHIN THE PROJECT. AS USED IN THIS DECLARATION, "UNREASONABLE QUANTITIES" SHALL

ORDINARILY MEAN MORE THAN TWO (2) PETS PER HOUSEHOLD; PROVIDED, HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY DETERMINE THAT A REASONABLE NUMBER IN ANY INSTANCE MAY BE MORE OR LESS. THE ARCHITECTURAL COMMITTEE SHALL HAVE THE RIGHT TO PROHIBIT MAINTENANCE OF ANY ANIMAL WHICH CONSTITUTES, IN THE OPINION OF THE ARCHITECTURAL COMMITTEE, A NUISANCE TO ANY OTHER PROPERTY OWNER. FURTHERMORE, ANY OWNER SHALL BE ABSOLUTELY LIABLE TO EACH AND ALL REMAINING OWNERS, THEIR FAMILIES, GUESTS, TENANTS OR INVITES, FOR ANY UNREASONABLE NOISE OR DAMAGE TO PERSON OR PROPERTY CAUSED BY ANY ANIMALS BROUGHT OR KEPT UPON THE PROPERTIES BY AN OWNER, OR BY MEMBERS OF HIS FAMILY, HIS TENANTS OR HIS GUESTS. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL PREVENT THE POSSESSION BY AN OWNER, OCCUPANT, LICENSEE, TENANT, OR INVITEE OF A DOG WHICH HAS BEEN TRAINED AND IS USED FOR THE PURPOSE OF A "SEEING EYE" OR GUIDE DOG FOR THE BLIND, EACH OWNER, OCCUPANT, LICENSEE, TENANT OR INVITEE WHO MAINTAINS OR IN THE POSSESSION OF A DOG SHALL HAVE THE ABSOLUTE DUTY AND RESPONSIBILITY TO IMMEDIATELY REMOVE, IN A SANITARY MANNER, ALL DOG EXCREMENT FROM THE PROJECT. ENFORCEMENT SHALL BE BY AN ANIMAL CONTROL SERVICE ACCEPTABLE TO THE ARCHITECTURAL COMMITTEE AND PAID FOR THROUGH THE HOMEOWNERS ASSOCIATION.]

B. Livestock. Small animal and large animal husbandry shall not be permitted.

## 6. Trash containers

This provision replaces Section 4.09 and establishes a fixed time period during which trash containers may be left near the street.

4.11 Trash. All garbage and trash shall be placed and kept in covered, sanitary, fly-proof containers. In no event shall such containers be kept where they are visible from any neighboring lot. No portion of any lot shall be used for the storage of building materials or other materials except in connection with construction as approved pursuant to the terms of this Declaration. ***Garbage and trash containers may be placed near the street on the day before and the day of scheduled trash pickup.***

[4.09 TRASH. ALL GARBAGE AND TRASH SHALL BE PLACED AND KEPT IN COVERED, SANITARY, FLY-PROOF CONTAINERS. IN NO EVENT SHALL SUCH CONTAINERS BE KEPT WHERE THEY ARE VISIBLE FROM ANY NEIGHBORING LOT. NO PORTION OF ANY LOT SHALL BE USED FOR THE STORAGE OF BUILDING MATERIALS OR OTHER MATERIALS EXCEPT IN CONNECTION WITH CONSTRUCTION AS APPROVED PURSUANT TO THE TERMS OF THIS DECLARATION.]

## 7. Recreational Vehicle Parking

This proposed amendment eliminates the five (5) day period for parking of motor homes and large recreational vehicles, and establishes a prohibition of parking of such vehicles on streets and/or sidewalks within the subdivision. It also replaces the enforcement provision's reference to the Architectural Committee with the Board.

4.12 Recreational Vehicles and Parking. Each lot must have an area for at least two guest parking spaces totally within the building envelope. Parking of commercial vehicles, guest motor homes and other large recreational vehicles on streets and/or sidewalks within the subdivision ***is prohibited***. All such vehicles must be parked within the building envelope area. Homeowner's recreational vehicles, including motor homes, boats, trailers, and campers will be permitted within the building envelope provided that they are stored in a garage, or otherwise screened from view from the street, lakes, and neighboring homes. Additional guest parking may occur outside the building envelope subject to the approval of ***the Board***.

[4.10 RECREATIONAL VEHICLES AND PARKING. EACH LOT MUST HAVE AN AREA FOR AT LEAST TWO GUEST PARKING SPACES TOTALLY WITHIN THE BUILDING ENVELOPE. PARKING OF GUEST MOTOR HOMES AND OTHER LARGE RECREATIONAL VEHICLES ON ANY LOT IS LIMITED TO FIVE (5) DAYS AT A TIME AND THE VEHICLES MUST BE PARKED WITHIN THE BUILDING ENVELOPE AREA. HOMEOWNER'S RECREATIONAL VEHICLES, INCLUDING MOTOR HOMES, BOATS, TRAILERS, AND CAMPERS WILL BE PERMITTED WITHIN THE BUILDING ENVELOPE PROVIDED THAT THEY ARE STORED IN A GARAGE, OR OTHERWISE SCREENED FROM VIEW FROM THE STREET, LAKES, AND NEIGHBORING HOMES. ADDITIONAL GUEST PARKING MAY OCCUR OUTSIDE THE BUILDING ENVELOPE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.]

## 8. Antennae and Satellite Dish/Fencing

This change provides that the Board rather than the Architectural Committee is the approval authority for placement of on-site antennae for fire or police protection.

4.13 Antennae and Satellite Dishes. All antennae and satellite dish locations will be subject to approval by the Architectural Committee. Satellite dish color will be of a dark non-reflective finish and not larger than 24 inches in diameter. Any on-site antennae required for the purpose of radio transmission relating to fire protection or police security matters will be allowed, but the location of the same shall be subject to **Board approval**.

[4.11 ANTENNAE AND SATELLITE DISHES. ALL ANTENNAE AND SATELLITE DISH LOCATIONS WILL BE SUBJECT TO APPROVAL BY THE ARCHITECTURAL COMMITTEE. SATELLITE DISH COLOR WILL BE OF A DARK NONREFLECTIVE FINISH AND NOT LARGER THAN 24 INCHES IN DIAMETER. ANY ON-SITE ANTENNAE REQUIRED FOR THE PURPOSE OF RADIO TRANSMISSION RELATING TO FIRE PROTECTION OR POLICE SECURITY MATTERS WILL BE ALLOWED, BUT THE LOCATION OF THE SAME SHALL BE SUBJECT TO THE ARCHITECTURAL COMMITTEE APPROVAL.]

This change provides that the Board has the authority to determine issues relative to fencing, as compared with the present CCR provision which vests such authority in the Architectural Committee.

4.18 Fencing. Fencing shall not be permitted within the lake corridor as shown on the additional information maps. Fences, including fences around swimming pools, dog runs or other uses, may be permitted under such circumstances, if any, as may be prescribed in writing by, and in the sole discretion of **the Board**, which discretion may not be challenged for having been exercised unreasonably. It is Declarant's desire to maintain an open, spacious, natural appearance within the subdivision. Toward that end, any fences which may be permitted must be kept to a minimum and, where possible, trees, shrubs, and hedges should be used in lieu of fencing and to screen hard surfaces and other non-aesthetic areas.

[4.16 FENCING. FENCING SHALL NOT BE PERMITTED WITHIN THE LAKE CORRIDOR AS SHOWN ON THE ADDITIONAL INFORMATION MAPS. FENCES, INCLUDING FENCES AROUND SWIMMING POOLS, DOG RUNS OR OTHER USES, MAY BE PERMITTED UNDER SUCH CIRCUMSTANCES, IF ANY, AS MAY BE PRESCRIBED IN WRITING BY, AND IN THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE, WHICH DISCRETION MAY NOT BE CHALLENGED FOR HAVING BEEN EXERCISED UNREASONABLY. IT IS DECLARANTS DESIRE TO MAINTAIN AN OPEN, SPACIOUS, NATURAL APPEARANCE WITHIN THE SUBDIVISION. TOWARD THAT END, ANY FENCES WHICH MAY BE PERMITTED MUST BE KEPT TO A MINIMUM AND, WHERE POSSIBLE, TREES, SHRUBS, AND HEDGES SHOULD BE USED IN LIEU OF FENCING AND TO SCREEN HARD SURFACES AND OTHER NON-AESTHETIC AREAS.]

## 9. Water Tag Rules

The Board has adopted rules requiring that homeowners display a water tag when fishing in the lakes of the Subdivision. Additionally, the Board has adopted Rules and Recommendations for the use and preservation of the quality of the lakes of the Subdivision. These rules will be posted on the website. This CCR provision incorporates the Rules, in order to provide notice to homeowners.

***4.21 Water Tag and Lake Use Rules. The water tag rules adopted by the Board are maintained in the records of the Association and hereby incorporated into and made a part of these Covenants. The Board may from time to time amend and/or modify these water tag rules.***

## 10. Mortgage defaults

This provision provides that a mortgagee has the same duties and obligations as any other homeowner in the Subdivision. Currently, if a home is foreclosed upon and the mortgagee lender acquires the home, the mortgagee has no obligations to the Association, whether for payment of dues, or any other requirement of the CCR's.

5.02 Curing Defaults. ***A mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall have the same duties and obligations as other Owners, and shall be obligated to cure any breach of the provisions of this Declaration.***

[6.02 CURING DEFAULTS. A MORTGAGEE WHO ACQUIRES TITLE BY JUDICIAL FORECLOSURE, DEED IN LIEU OF FORECLOSURE, OR TRUSTEE'S SALE SHALL NOT BE OBLIGATED TO CURE ANY BREACH OF THE PROVISIONS OF THIS DECLARATION WHICH IS NON DURABLE OR OF A TYPE WHICH IS NOT PRACTICAL OR FEASIBLE TO CURE. THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE, MADE IN GOOD FAITH AS TO WHETHER A BREACH IS NON DURABLE OR NOT FEASIBLE TO CURE SHALL BE FINAL AND BINDING ON ALL MORTGAGEES.]

## **11. Signs in common areas**

This proposed CCR change provides authority for the Board to remove signs placed in the common area without notice. Currently, such signs are prohibited by implication since the common area is property owned by the association and subject to Board supervision and control. This provision clarifies the Association sign policy and gives notice of the Board's intention to remove signs illegally placed in the common areas.

4.06 Signs. House numbering shall be in accordance with City requirements. Signs bearing residents' names or business relationship shall be limited in size to three (3) square feet. Real estate and/or contractors signs shall be limited to one each and not to exceed six (6) square feet in size. They shall be removed within thirty (30) days of the sale or completion of the construction. No signage is permitted in the common areas. Any signs placed within the common area may be removed and disposed of by the Board without notice or recourse.