

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 08/18/05 09:11 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Lakeland Village

AMOUNT 15.00

5



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Lakeland Village Homeowners' Association
P.O. Box 1873
Eagle, Idaho 83616

AMENDMENT TO LAKELAND VILLAGE
SUBDIVISION NO. 1,2,3,4, AND 5
(STANDARD SUBDIVISION)
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT IS EXECUTED PURSUANT TO ARTICLE VII,
Section 7.02 of the Declaration of Covenants, Conditions and Restrictions of
Lakeland Village Subdivison No. 1,2,3,4, and 5 recorded on April 30, 2001 as
Instrument No. 101040924 in the Records of the Ada County Recorder, Boise,
Idaho, hereinafter "Lakeland Village C,C & R's". This Amendment modifies the
Lakeland Village C,C & R's by the addition of the following provisions:

Article VII is hereby amended by the addition of the following Sections:

7.06 Personal Obligation for Assessments.

The owner of any lot hereby covenants and agrees, and each purchaser
of any lot is deemed to covenant and agree to pay to the Association all monthly
assessments and all special assessments for capital improvements fixed and
levied by the Association pursuant to the authority of the Lakeland Village C,C &
R's, and the Amended and Restated Bylaws of Lakeland Village Homeowner's
Association, Inc., hereinafter "Lakeland Village Bylaws."

7.07 Association vested with right of collection.

The Association is hereby vested with the right and power to fix and levy monthly and special assessments on the Owners, for the purposes and subject to the limitations set out in the Lakeland Village Bylaws. The Association is vested with all rights and powers under these C,C, & R's, as amended, as well as all rights provided by Idaho law, for the collection of monthly and special assessments, together with interest, costs and attorneys' fees in connection therewith, and for foreclosure and other enforcement of liens created pursuant to the C,C, & R's.

7.08 Creation of Lien for unpaid Assessments.

Monthly and special assessments which remain unpaid for a period of more than thirty (30) days after assessment shall be delinquent and shall constitute a lien on the owner's property against which the assessment was made. The lien may be foreclosed in the manner provided by Idaho law. This provision shall not be construed to prohibit any other action at law or in equity to collect delinquent assessments.

7.09 Estoppel Certificate.

A certificate executed by a majority of the Board of Directors of the Association, stating an amount for all past-due monthly assessments or special assessments, or both, as of a specified date, which are the basis for a lien or liens hereunder, or a certificate stating that no monthly or special assessment is unpaid as of a specified date, or a certificate stating that a particular monthly or special assessment has or has not been paid as of a specified date, shall be

conclusive upon the Association and all Owners as to any fact stated therein and in favor of all persons who rely thereupon in good faith. Such certificate shall be furnished to any Owner upon request and at a reasonable fee not to exceed Fifty Dollars (\$50.00).

7.10 Violation of C,C & R's and Architectural Rules and Regulations.

The Association is hereby vested with the right and power to enforce the provisions of the C, C & R's and the Architectural Rules and Regulations as follows: (1) to investigate and determine if the C, C & R's and/or Architectural Rules and Regulations have been violated; (2) to levy against the homeowner a fee of \$50.00 for each violation that remains uncorrected or unabated for a period of seven (7) days after notice from the Board or its duly appointed agent, and an additional \$50.00 for each seven (7) day period thereafter that the violation remains uncorrected or unabated; (3) to record a lien against the homeowner's property in the amount of such fees, in the event that the violation remains uncorrected for a period in excess of thirty (30) days, and the amount of accrued fees is \$250.00 or more. The Association is hereby vested with the same rights and powers of collection for the foregoing fees as set out in Section 7.07 with respect to monthly and special assessments. The above authority shall not be construed as any limitation upon the other legal rights of the Association in law or equity to enforce the C,C & R's and Architectural Rules and Regulations and to prevent, or abate violations.

