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ADA COUNTY, IDAHO

FOR

Hawley Trappell et al

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JOHN BASTON, RECORDER

BY

J. Good

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SUPERSEDING SUPPLEMENTAL DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS
for
LAKEHARBOR NO. 6 (VILLAGE AT SILVER LAKE) SUBDIVISION

THIS SUPERSEDING SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEHARBOR NO. 6 (VILLAGE AT SILVER LAKE) SUBDIVISION (the "Supplemental Declaration") is entered into this 18 day of July, 1990 by Washington Federal Savings and Loan Association, a federally chartered savings association ("Grantor"), successor in interest to Lakeharbor Partners Limited Partnership, an Idaho limited partnership, as "Grantor" under that certain Master Declaration of Covenants, Conditions and Restrictions for Lakeharbor (the "Master Declaration"), dated October 9, 1985, recorded on October 10, 1985, as Instrument No. 8554322, records of Ada County, Idaho.

This Supplemental Declaration supersedes that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Lakeharbor No. 6 (Village at Silver Lake) Subdivision recorded on July 11, 1989 as Instrument No. 8932236. The purpose of this Supplemental Declaration is to correct the discrepancy between the Building Lot numbers used in Instrument No. 8932236 and those used in the official plat for Lakeharbor No. 6 Subdivision. In addition, a substantive change is made to Sections 6.7 and 6.8.

ARTICLE I

DECLARATIONS

1.1 Supplement to Master Declaration for Lakeharbor.

This Supplemental Declaration supplements the Master Declaration with respect to the specific property covered hereby, and the covenants, conditions and restrictions contained herein are in addition to those set forth in the Master Declaration. This Supplemental Declaration supersedes and replaces in its entirety that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Lakeharbor No. 3 Subdivision, dated June 21, 1988, recorded on June 21, 1988, as Instrument No. 8830222, records of Ada County, Idaho.

1.2 Property Covered.

The property covered by and hereby made subject to this Supplemental Declaration is legally described in Exhibit "A" and graphically depicted in Exhibit "B" (the "Property"). The Property is a "Tract" as that term is defined in the Master Declaration (the "No. 6 Tract").

1.3 Purpose. The purpose of this Supplemental Declaration is to create the No. 6 Tract and Local Common Areas therein, to provide for the maintenance and repair of Local Common Areas, to establish a Local Association, to include in the Lakeharbor Master Association the Owners of Building Lots located within the No. 6 Tract, and to set forth other terms and conditions which are uniquely suited to the No. 6 Tract. Notwithstanding the foregoing, no provision of this Supplemental Declaration shall be construed to prevent or limit Grantor's right to develop the No. 6 Tract pursuant to the Lakeharbor Plan as the same may be modified at Grantor's option.

1.4 Declaration of Restrictions. Grantor hereby declares that the Lakeharbor No. 6 Subdivision and all the property, lots, parcels and portions thereof are hereby subject to the covenants, conditions, restrictions and provisions of the Master Declaration and in addition thereto are subject to the restrictions and provisions hereinafter provided. To the extent that this Supplemental Declaration is more specific or inconsistent with the Master Declaration, this Supplemental Declaration shall control.

ARTICLE II

DEFINITIONS

Unless otherwise defined in this Supplemental Declaration, each term initially capitalized and used herein shall have the same meaning as is ascribed to such term in the Master Declaration. In addition, the following definitions shall apply for purposes of this Supplemental Declaration:

2.1 "Architectural Committee" shall mean the Local Architectural Committee, if one is created pursuant to Article IX, and if not, Lakeharbor's Architectural Committee, as created and existing under the Master Declaration.

2.2 "Lakeharbor No. 6 Association" shall mean the Local Association established for the No. 6 Tract pursuant to this Supplemental Declaration.

2.3 "Lakeharbor No. 6 Subdivision" or "the Subdivision" shall mean the Lakeharbor No. 6 (Village at Silver Lake) Subdivision shown on the official plat on file in the office of the county recorder of Ada County, State of Idaho, in Book 56 of Plats at pages 5228 - 5230, as it may be amended from time to time, which property is described in Exhibits A and B.

2.4 "Local Assessments" shall mean a share of the funds required for the payment of local common expenses, including those expenses attributable to less than all the Owners, which are assessed against the Owners in the No. 6 Tract as provided in the Master Declaration and this Supplemental Declaration, and shall include Local Regular, Local Special and Local Limited Assessments.

2.5 "Local Common Area" shall mean Lots 64 through 70 of the Lakeharbor No. 6 Subdivision and improvements thereto and any fence separating this subdivision from any adjacent subdivision. Local Common Area shall be deeded to and maintained by the Lakeharbor No. 6 Association for the exclusive use and benefit of Owners in the No. 6 Tract, their families, guests and invitees.

2.6 "Master Common Area" or "Lakeharbor Common Area" shall mean Lot 71 of the Lakeharbor No. 6 Subdivision, the private drive known as North Lakeharbor Lane, and the Lake beyond the boundary of Building Lots within the No. 6 Tract, which areas shall be maintained by the Lakeharbor Master Association for the common use and benefit of the Lakeharbor Development.

2.7 "Member" shall mean each person or entity holding a membership in the Lakeharbor No. 6 Association which shall include all Owners of Building Lots within the No. 6 Tract.

2.8 "No. 6 Tract" shall mean the property described in Exhibits A and B.

2.9 "Outdoor Living Area" shall mean that portion of a Building Lot located immediately adjacent to the single-family dwelling built on the Building Lot which is screened, enclosed or set off in some manner to create a private outdoor living or landscaped area.

2.10 "Owner" shall mean the person or entity, including Grantor, holding title to a Building Lot in the No. 6 Tract, and sellers under executory contracts of sale, but excluding those having title merely as security for the performance of an obligation.

ARTICLE IIIRIGHTS RESERVED TO GRANTOR

Grantor shall have all rights as successor Grantor under the Master Declaration and under this Supplemental Declaration. Such rights of Grantor shall include without limitation the right to file this Supplemental Declaration; to subdivide and resubdivide the No. 6 Tract and to alter construction plans and designs affecting the No. 6 Tract, in its sole discretion, for so long as any Building Lot within the No. 6 Tract remains unsold; to annex property to the Property covered by this Supplemental Declaration; and to construct improvements on the No. 6 Tract without the necessity of Architectural Committee approval; provided, however, that Grantor's exercise of such rights shall not contravene any written approval from the Architectural Committee.

ARTICLE IVEASEMENTS

4.1 Use of Local Common Area. Grantor hereby reserves, for the benefit of the Owners, an easement to use the Local Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following limitations:

(a) the right of Lakeharbor No. 6 Association to levy and increase Assessments;

(b) the right of Lakeharbor No. 6 Association to suspend voting rights and the right of an Owner to use the Local Common Area for any period during which any Assessment against his Building Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however that such restriction or use does not apply to Lot 70 (the private drive); and

(c) the right of Lakeharbor No. 6 Association to dedicate or transfer all or any part of the Local Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and By-Laws of Lakeharbor No. 6 Association and agreed to by the Members. No dedication or transfer shall be effective unless an

instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

4.2 Maintenance Easement. Grantor hereby reserves for the benefit of Lakeharbor No. 6 Association, its successors and assigns, contractors, agents and employees, an easement over and across each Building Lot, for purposes of maintaining, repairing and replacing the Local Common Area.

4.3 Platted Easements. Grantor hereby reserves all other easements identified on the recorded Subdivision Plat of Lakeharbor No. 6, as it may be amended from time to time.

ARTICLE V

LOCAL COMMON AREA IMPROVEMENTS

Grantor hereby designates particular parcels of Local Common Area for the following uses: Lot 70 of the Subdivision for a private drive; Lots 65, 66 and 67 of the Subdivision for ingress and egress to the Lake by the Owners in the Tract and not the general public; and Lots 64, 68 and 69 for general landscaping. Lakeharbor No. 6 Association, in its discretion, may construct improvements on the Local Common Area compatible with their designated uses, including without limitation pathways, gazebos, docks, buoys and other shoreline improvements. Any Improvements constructed by Lakeharbor No. 6 Association which extend from the shoreline into the Lake shall remain the property of Lakeharbor No. 6 Association and shall not become property of the Master Association by reason of the extension into the Lake or be available for use by persons other than members of the Lakeharbor No. 6 Association, their guests and invitees. Except for Lot 70, the Local Common Area shall not be used for vehicular access. No persons other than the Owner of a Building Lot abutting Lot 71 (the Lake lot) shall have access to the Lake over such Building Lot. Lakeharbor No. 6 Association shall provide for the perpetual maintenance, repair and replacement of the private drive located on Lot 70 of the Subdivision.

ARTICLE VIADDITIONAL RESTRICTIONS

The following restrictions on the use of any portion of the Property are in addition to those restrictions set forth in Article IV of the Master Declaration:

6.1 Building Restrictions. The improvement of each Lot shall be restricted to one single-family dwelling. No structure shall be erected upon any Building Lot which shall exceed two (2) stories in height. All structures built on Lots 32-41, 50-52, 57, 58 and 63 of the Lakeharbor No. 6 Subdivision shall be restricted to one story in height. All buildings shall be of frame or brick construction and the exterior finish shall be brick, stucco or wood (including hardboard). If the exterior finish is other than brick, it shall be finished, painted and kept in good repair. Either cedar shakes or enameled concrete tile shall be used as roof material. The size, configuration, style and finish (including color) of each and every proposed building or structure on each Building Lot shall be subject to architectural and aesthetic control of the Architectural Committee. Each Building Lot shall be used in such manner as to be inoffensive to any other property Owners in the No. 6 Tract.

6.2 Minimum Building Size. Each single-family dwelling structure erected upon a Building Lot shall satisfy the minimum floor area requirements of the Architectural Committee established in accordance with the provisions of Article 9 hereof; provided, however, that, except for Lots 45, 57 and 58 of the Lakeharbor No. 6 Subdivision, the minimum required floor area shall be one thousand four hundred (1,400) square feet of ground floor area in the case of a one-story house, and one thousand eight hundred (1,800) square feet in the case of a two story house with a minimum of one thousand (1,000) square feet of first floor area, exclusive of garages, carports, patios, breezeways, storage rooms, porches and similar structures. The minimum floor area for Lots 45, 57 and 58 shall be determined by the Architectural Committee and may be less than the minimum set forth above.

6.3 Building Location. No dwelling structure or garage, or any part thereof, or any other structure shall be placed, constructed or located nearer to the front, rear, or side Lot lines than is permitted by the applicable zoning regulations. For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of the building;

provided, however, that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the building on any site to encroach upon any other site. Open porches shall not be considered as a part of the building, but any open porch which would extend beyond the building setback lines as herein established shall, prior to construction, require the approval of the Architectural Committee.

6.4 Moving of Buildings; Construction of Outbuildings. No buildings or structures shall be moved onto a Lot, including without limitation new prefabricated structures. No trailer houses or similar mobile unit designed for overnight accommodation shall be parked in any street or between buildings setback lines and Lot lines. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on a Building Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Building Lot prior to the construction of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the construction of a permanent dwelling.

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

6.6 Fences. Lakeharbor No. 6 Association may construct and maintain fences located along the boundary between the Lakeharbor No. 6 Subdivision and the adjacent Lakeharbor No. 3 Subdivision and along the boundaries between Lots 64, 68 and 69 (common area lots) and the Building Lots adjacent to these common area lots. No other fence, hedge or boundary wall shall be allowed. This prohibition does not affect Outdoor Living Areas.

6.7 Outdoor Living Areas. Outdoor Living Areas may be established initially at the time of construction of a dwelling on a Building Lot or at some later date and may be modified from time to time. Outdoor Living Areas and modifications must be approved by the Architectural Committee upon submittals in the same manner as all other Improvements, including landscaping, are approved. Outdoor Living Areas shall be used exclusively for patios and, low profile decks.

6.8 Private Docks. No private dock, buoy, pier, jetty or similar structure extending beyond the property line into the Lake shall be allowed on the Building Lots abutting the Lake (Lots 32-41 of the Subdivision), without approval from Local Architectural Committee. Individual Lot Owners shall be responsible for maintenance of their own dock, buoy, pier or jetty.

6.9 Vehicle and Equipment Parking. No campers, recreational vehicles, boats, trailers, snowmobiles, motorcycles, snow removal equipment, golf carts, maintenance equipment or similar equipment or vehicles, and no working or commercial vehicles of greater than three-quarter (3/4) ton or greater and no junk cars or other unsightly vehicles shall be parked on any Building Lot unless fully enclosed in a garage on such Building Lot, and shall not be parked on any street adjacent thereto. All other parking of equipment shall be prohibited, except as approved in writing by the Architectural Committee. No parking areas or driveways shall be constructed or maintained except as approved in writing by the Architectural Committee. Overnight parking on the street of any type of vehicle shall be prohibited.

6.10 Business Use or Other Noxious Use of Property. No portion of the Common Area, or any Lot or any structure thereon, shall be used for the conduct of any trade or business or professional activities, and noxious or undesirable acts or undesirable use of any portion of the Property is prohibited and shall not be permitted or maintained; provided, however, that an office or model home for the purpose of the development, construction and sale of the Lots and homes in the Lakeharbor No. 6 Subdivision may be maintained by Grantor. The prohibition of use of any Lot or any structure thereon for the conduct of any trade or business or professional activities includes and prohibits use of any Lot or any structure thereon for a "half-way house," treatment center, shelter home, school, day-care center or other similar use, including use for the care and residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Section 67-6530 and 67-6531, Idaho Code). The occupancy of a dwelling structure on a Lot shall be limited to one or more persons related by blood, adoption or marriage, living together as a single housekeeping unit, or not more than two persons, though not related by blood, adoption or marriage, living together as a single housekeeping unit.

6.11 Exterior Antennas. No outside television antennas, satellite dishes, radio aerials, or similar devices or structures shall be installed on any Building Lot or the exterior of any structure located thereon.

6.12 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot except that dogs, cats or other household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purpose. Not more than two (2) dogs, cats or other household pets shall be kept by any individual household; nor shall any domesticated animals be kept which unreasonably bother or constitute a nuisance to other Owners of the Building Lots. Any dogs shall be kept on leashes at any time that they are on the Property and outside the boundaries of the pet owner's Building Lot. It shall be the obligation of each Owner to control his pet in accordance with the rules and regulations of the Association. No Owner shall construct a kennel upon his Building Lot without Architectural Committee approval. In the event an Owner constructs or maintains a kennel, it shall be located on the Building Lot in such a manner to avoid any endangerment of or nuisance to adjacent Building Lot Owners and shall be kept in a clean and odor-free manner.

6.13 Control of Exterior Walls, Roofs, Etc. The visual harmony and aesthetic appeal of the No. 6 Tract being of mutual concern to all Owners and having a direct bearing on the value of Building Lots and Improvements thereon, the Architectural Committee shall have the right to control the texture, design and color scheme of the exterior surfaces, including outside walls, roofs and patio roofs of all structures erected upon Building Lots, and to require basic front yard landscaping. The Owner shall not repaint the outside walls without first obtaining approval of the Architectural Committee as to color. All patio roofs shall be of uniform design and color; metal, fiberglass and similar roofing materials are prohibited.

6.14 Landscaping. Prior to the beginning of construction of the dwelling house upon any Building Lot, the Owner or his agent shall submit a landscaping plan to the Architectural Committee for approval. Such plan shall include sod for the front yard and not less than one approved tree in the front yard. Each Building Lot shall be improved prior to the occupancy of the dwelling structure with the landscaping specified in the plan approved by the Architectural Committee, subject to reasonable delays due to weather.

6.15 Exterior Lighting. No exterior lighting shall be installed or maintained on any Building Lot (or structure thereon) which interferes with the use and enjoyment of the adjacent Building Lots, or without prior approval of the proposed installation by the Architectural Committee.

ARTICLE VIILAKEHARBOR NO. 6 ASSOCIATION

7.1 Creation. It is contemplated that simultaneously with the execution and recordation of this Supplemental Declaration, Grantor shall create Lakeharbor No. 6 Local Association, Inc. ("Lakeharbor No. 6 Association"), as a non-profit corporation under the provisions of the Idaho Code relating to non-profit corporations and that the association will adopt bylaws for its governance. Lakeharbor No. 6 Association is a "Local Association" as that term is defined in the Master Declaration. The memberships, voting, powers and duties and all other matters pertaining to Lakeharbor No. 6 Association shall be as set forth in the Master Declaration for Local Associations, except as supplemented hereby. It is expressly recognized pursuant to the Master Declaration that for voting and assessment purposes each of the Building Lots in the No. 6 Tract constitutes a Property Unit. The total number of Property Units in the No. 6 Tract on the effective date of this Supplemental Declaration is thirty-three (33). The Lakeharbor No. 6 Association may not be dissolved without the express consent of the City of Boise.

7.2 Powers and Duties. Lakeharbor No. 6 Association shall have all powers and duties ascribed to Local Associations in the Master Declaration. In addition, Lakeharbor No. 6 Association shall have the following duties, the costs of which shall be assessed against members as provided in Article VIII:

7.2.1 Maintenance of Local Common Area.

Lakeharbor No. 6 Association shall maintain all Local Common Area, including snow and ice removal from the private drive on Lot 70 to the Subdivision. In the event any maintenance or repair is performed by the Lakeharbor No. 6 Association which is required by reason of a willful or negligent act or omission of an Owner, or the tenants, guests or invitees thereof, the cost of such maintenance and repair shall be assessed as a Local Limited Assessment against such Owner. The decision as to what maintenance is required and the timing of the maintenance shall rest solely with the Board.

7.2.2 Insurance. Obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Idaho, public liability and property damage insurance in such amounts and in such forms as it deems advisable to provide adequate

protection for bodily injury, including deaths of persons, and property damages. Lakeharbor No. 6 Association may obtain such other and further policies of insurance as it deems advisable.

7.2.3 Other Matters. At the discretion of the Board or upon a majority vote of the Members, Lakeharbor No. 6 Association may perform other common services, such as, but not by way of limitation, arranging for garbage collection and sidewalk cleaning, the costs and expenses of which shall be paid by Local Regular Assessments or Local Special Assessments.

7.2.4 Local Common Area Rules. Promulgating and enforcing rules and regulations applicable to the use of the Local Common Area within the jurisdiction of Lakeharbor No. 6 Association by Owners and their family members, guests and invitees.

7.3 Class A Delegate. Where Grantor owns less than all Building Lots in the No. 6 Tract, the Class A Delegate for Lakeharbor No. 6 Association shall be elected by a majority vote of the Members of the Association at the annual meeting of the Association or a special meeting called for the purpose of electing the Class A Delegate. All Members, including Grantor, shall be entitled to cast the number of votes attributable to the number of Property Units he owns on the day of the vote and the number of votes assigned to those Property Units pursuant to the Master Declaration. The Class A Delegate elected by the Association shall continue to be a Class A Delegate until his successor is elected or he is removed by a vote or written consent of members representing a majority of the votes in the Association.

ARTICLE VIII

LOCAL ASSESSMENTS

8.1 Covenant to Pay Assessments. Grantor, on behalf of each Owner, and each Owner by acceptance of a deed to a Building Lot, hereby covenants and agrees to pay when due all Assessments made against such Owner by Lakeharbor No. 6 Association and all Assessments made against such Owner by the Master Association pursuant to the provisions of the Master Declaration.

8.2 Purpose of Assessments. The purpose of Local Regular, Local Special and Local Limited Assessments shall be for

maintaining, repairing and replacing Local Common Area and the Improvements thereon and carrying out any other duly authorized activity which is for the common benefit of the No. 6 Tract and which is authorized by the Master Declaration, this Supplemental Declaration, or duly adopted articles, bylaws or rules of Lakeharbor No. 6 Association which are consistent with such declarations.

8.3 Method of Assessment. Local Regular, Local Special and Local Limited Assessments shall be levied in the manner provided in Article VIII of the Master Declaration. Lakeharbor No. 6 Association may adopt rules pertaining to such assessments consistent with the requirements of the Master Declaration and this Supplemental Declaration.

8.4 Commencement of Assessments. Local Regular Assessments against all Building Lots shall commence on the date on which the first home is constructed on a Building Lot and is substantially ready for occupancy (the "Initiation Date").

8.5 Personal Obligation of Owner. The amount of any Local Assessment against any Owner, including Grantor, and/or its Building Lot within the No. 6 Tract shall be a personal obligation of such owner to Lakeharbor No. 6 Association. In addition to other rights and remedies provided in the Master Declaration, Lakeharbor No. 6 Association may maintain suit to recover a money judgment for the personal obligation without foreclosing or waiving the lien securing the same and without any election of remedies.

8.6 Enforcement of Local Assessments. The rights of Lakeharbor No. 6 Association to collect and enforce its Assessments, in addition to the right set forth in Section 8.5 above, are set forth in Article IX of the Master Declaration.

ARTICLE IX

LOCAL ARCHITECTURAL COMMITTEE

9.1 Creation of Local Architectural Committee. Grantor may, at its option, create a three member Local Architectural Committee for Lakeharbor No. 6 Association (the "Committee") by appointing three individuals to serve on the Committee. Each of said persons shall hold office until such time as he or she has resigned or has been removed, or his or her successor has been appointed, as provided herein. Members of the Committee may be removed by the person or entity appointing them at any time without cause. In the event the Committee is not

created, any review of the proposals, plans and specifications referred to in Section 9.3 and performance of the other duties and responsibilities referred to in Section 9.4 shall be performed by Lakeharbor's Architectural Committee.

9.2 Grantor's Right of Appointment. At any time prior to seven (7) years after the date of this Supplemental Declaration that Grantor is the owner of any Building Lots within the Lakeharbor No. 6 Subdivision, Grantor shall have the right to appoint and remove all members of the Committee. Such appointments and removals are to be made by written notice, copies of which shall be served on Lakeharbor No. 6 Association and Lakeharbor Master Association and shall be immediately effective. After such time, the Board of Lakeharbor No. 6 Association shall have the right to create the Committee and to appoint and remove all members of the Committee.

9.3 Review of Proposed Construction. The Committee shall review plans, proposals and specifications for Improvements within Tract No. 6 in the same manner as specified in the Master Declaration. The Committee may charge a reasonable fee for the submission of plans, proposals or specifications.

9.4 Other Duties and Responsibilities. All other duties and responsibilities of the Committee shall be as specified in the Master Declaration, including meetings, waiver of future approvals, compensation, inspection of work, liability of Committee members and values with respect to variances.

ARTICLE X

MISCELLANEOUS

10.1 Term. The covenants, conditions and restrictions of this Supplemental Declaration shall run for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Lakeharbor No. 6 Association, and such written instrument is recorded with the Ada County Recorder.

10.2 Amendment.

10.2.1 By Grantor. Until the close of escrow for the sale of the first Building Lot in the Lakeharbor

No. 6 Subdivision, the provisions of this Supplemental Declaration may be amended or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. For the purposes of this Supplemental Declaration, the close of escrow shall be deemed to be the date on which a deed granting a Building Lot is recorded in the Office of the Ada County Recorder.

10.2.2 By Owners. The provisions of this Supplemental Declaration, other than this Article, may be amended by an instrument, in writing, signed and acknowledged by the President and Secretary of the Lakeharbor No. 6 Association certifying that such amendment has been approved by the vote or written consent of Owners representing at least seventy-five percent (75%) of the votes in the Lakeharbor No. 6 Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article shall require the vote or written consent of all of the Members holding all of the voting power of the Lakeharbor No. 6 Association.

10.3 Notices. Any notices permitted or required to be delivered, as provided herein, shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Lakeharbor No. 6 Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Lakeharbor No. 6 Association. Such address may be changed from time to time by notice in writing to the Lakeharbor No. 6 Association.

10.4 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot covered by this Supplemental Declaration shall have the right to enforce any or all of the provisions hereof against any property covered by this Supplemental Declaration and the Owners thereof.

10.5 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property covered by this Supplemental Declaration is hereby declared to be a violation of this Supplemental Declaration and subject to any or all of the enforcement procedures set forth in this Supplemental Declaration.

10.6 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

10.7 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the rights to enforce any such provision or any other provision of said restrictions.

10.8 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the general plan and scheme of the Lakeharbor No. 6 Subdivision.

10.9 Restrictions Severable. Each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity, or portion thereof, shall not affect the validity or enforceability of any other provision.

10.10 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, the feminine or neuter shall each include the masculine, feminine and neuter.

10.11 Captions. All captions and titles used in this Supplemental Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

10.12 Architectural Committee Approvals. Any approval given in writing by the Architectural Committee shall be binding according to its terms upon successors and assigns of the Grantor, including any Local Architectural Committee Grantor may create.

10.13 Successors and Assigns. All references herein to Grantor, Owners, and Association or person shall be construed to include all successors, assigns, partners, and authorized agents or such Grantor, Owner, Association, or person.

IN WITNESS WHEREOF, the undersigned, being the Grantor herein, has hereunto set its hand and seal this 10 day of July, 1990.

"GRANTOR"

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

By [Signature]
Its S. V. President

STATE OF IDAHO)
County of Ada) ss.

On this 10 day of July, 1990, before me, a notary public in and for said state, personally appeared Robert Link, known or identified to me to be the Sr. Vice Pres. of WASHINGTON FEDERAL SAVINGS & LOAN ASSOCIATION, the corporation that executed the foregoing instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Paula J. Everett
Notary Public for Idaho
Residing at Boise
My commission expires: 7-10-93



CONSENT

The signatures below of Christine DeSilva, a single person, and Albert J. Tompkins and Jean M. Tompkins, husband and wife, constitute evidence their consent to the Supplemental Declaration set forth above. The Grantor and undersigned Owners constitute all the owners of Lakeharbor No. 6 Subdivision.

William O. Bergin

Christine DeSilva
Christine DeSilva

Maria J. Pearce

Albert J. Tompkins
Albert J. Tompkins

John D. Fennell

Jean M. Tompkins
Jean M. Tompkins

Nancy A. Fennell

Thomas Kirkmeyer
Thomas Kirkmeyer

Margaret Kirkmeyer
Margaret Kirkmeyer

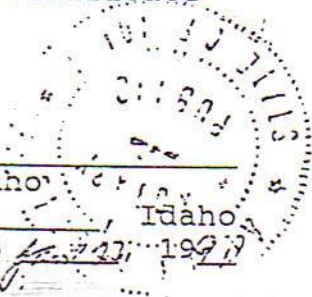
Alice Beauchamp
Alice Beauchamp

STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of August, 1990, before me,
[Signature] the undersigned, a Notary
Public in and for said State, personally appeared CHRISTINE
DeSILVA, known or identified to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me
that she executed the same.

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

[Signature]
Notary Public for Idaho
Residing at Bend, Idaho
My commission expires Jan 23, 1993



STATE OF IDAHO)
) ss.
County of Ada)

On this 20 day of July, 1990, before me,
Judith A. Benton, a Notary Public in and for said state,
personally appeared ALBERT J. TOMPKINS and JEAN M. TOMPKINS,
husband and wife, known or identified to me to be the persons
whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

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

Judith A. Benton
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 1-20, 1993

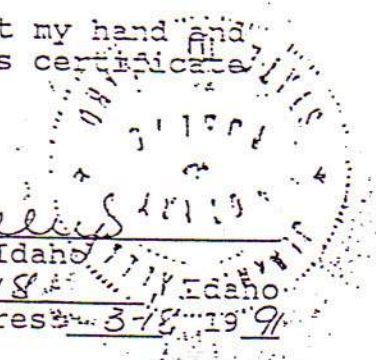


STATE OF IDAHO)
) ss.
County of Ada)

On this 27 day of July, 1990, before me,
JEANNE GAILLUD, a Notary Public in and for said
state, personally appeared THOMAS KIRKMEYER and MARGARET
KIRKMEYER, husband and wife, known or identified to me to be the
persons whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

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

Jeanne Gaillud
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 3-18-1991

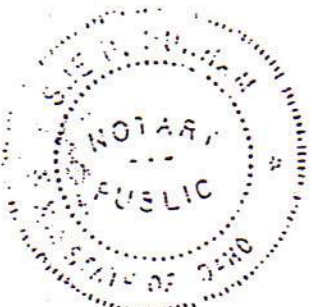


STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of July, 1990, before me,
Sue D. Dunham, the undersigned, a Notary
Public in and for said State, personally appeared ALICE
BEAUCHAMP, known or identified to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me
that she executed the same.

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

Sue D. Dunham
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 5-10-, 1990

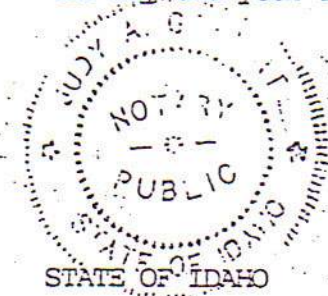


STATE OF IDAHO)

County of Ada) ss:

On this 2nd day of August, 1990, before me, Judy A. Geppert, the undersigned, a Notary Public in and for said State, personally appeared William O. Bergines and Gloria J. Pearce, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



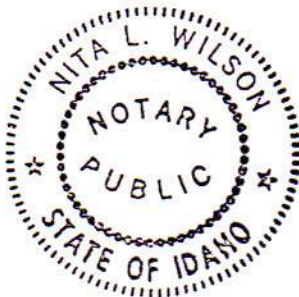
Judy A. Geppert
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 7/17/96

STATE OF IDAHO)

County of Ada) ss:

On this 2nd day of August, 1990, before me, Nita L. Wilson, the undersigned, a Notary Public in and for said State, personally appeared John D. Ferrell and Nicoli D. Ferrell, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Nita L. Wilson
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 8/14/93

EXHIBIT A

A parcel of land, consisting of a portion of Lot 11, Block I of Lakeharbor No. 3, a subdivision, as filed and recorded in Book 53 of Plats, at Page 4721 and 4722, Ada County Records office, Boise, Idaho, and being more particularly described as follows: Commencing at the brass cap monument marking the east one-quarter corner of section 30, T.4.N., R.2E., Boise Meridian, Ada County, Idaho, as shown on the above said plat of Lakeharbor No. 3; thence S 46°27'18" W 2450.56 feet to a point; said point being a brass cap monument being THE REAL POINT OF BEGINNING, thence N 61°35'04" E, 130.32 feet to a point; shown of record to be (130.73 feet); thence along a curve to the left 196.65 feet said curve having a radius of 454.00 feet, a central angle of 24°17'00" and a long chord bearing N49°26'34" E 195.19 feet to a point; thence N 37°13'04" E 129.32 feet to a point; shown of record to be (129.07 feet); thence along a curve to the right 75.86 feet, said curve having a radius of 332 feet, a central angle of 13°05'39" and a long chord bearing N 43°50'57" E 75.70 feet to a point; thence S 26°57'12" E 539.61 feet to a point; shown of record to be (539.63 feet); thence N 35°32'48" E 64.09 feet to a point; shown of record to be (64.16 feet); thence S 4°27'12" E 124.45 feet to a point; shown of record to be (124.23 feet); thence S 63°02'48" W 5.52 feet to a point; thence S 26°57'12" E 24.00 feet to a point; thence N 53°02'48" E 18.20 feet to a point; thence S 49°27'12" E 20.74 feet to a point; thence S 20°00'00" E 70.00 feet to a point; thence S 72°00'00" W 50.00 feet to a point; thence S 42°00'00" W 214.94 feet to a point; shown of record to be (214.97 feet); thence S 37°39'00" W 76.86 feet to a point; shown of record to be (76.86 feet); thence N 49°24'12" W 603.30 feet to a point; thence N 13°00'00" E 55.57 feet to a point; thence N 41°51'05" W 117.22 feet to THE REAL POINT OF BEGINNING.

Containing 7.51 acres, more or less.

Said description as shown on the official plat on file in the office of the county recorder of Ada County, State of Idaho, in Book 53 of Plats at pages 4721 and 4722.

Ada County, Idaho, ss
 Request of: W. W. WILKINSON
7101-4702-7
 TIME 11:45 A.M.
 DATE 7-11-39
 JOHN S. ESTDA
 RECORDER
 By: W. W. WILKINSON
 5/10 Deputy

8830222

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKEHARBOR NO. 3 SUBDIVISION

This Supplemental Declaration of Covenants, Conditions and Restrictions for Lakeharbor No. 3 Subdivision ("Supplemental Declaration") is made effective as of June 21, 1988 by Washington Federal Savings & Loan Association, a federally chartered savings association ("Grantor"), successor in interest to Lakeharbor Partners Limited Partnership, an Idaho limited partnership, by reason of a certain deed in lieu of foreclosure.

1. Supplement to Master Declaration for Lakeharbor.

This Supplemental Declaration is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Lakeharbor ("Master Declaration"), dated October 9, 1985, recorded on October 10, 1985 as Instrument No. 8554322, records of Ada County, Idaho, and supplements the Master Declaration with respect to the specific property covered hereby, and the covenants, conditions and restrictions contained herein are in addition to those set forth in the Master Declaration, except insofar as the provisions of the Master Declaration are hereinafter expressly modified.

2. Property Covered. The property covered by and hereby made subject to this Supplemental Declaration is legally described as Lot 11 in Block 1 of Lakeharbor No. 3, according to the official plat thereof filed in Book 53 of Plats at Pages 4721-4722, records of Ada County, Idaho. Such property is hereby declared to be a Tract as that term is defined by the Master Declaration (the "Subdivision 3 Tract").

3. Purpose. The purpose of this Supplemental Declaration is to establish a Tract upon which apartment buildings, local common areas, recreational facilities and related structures or improvements may be constructed and to establish Property Units for voting and Assessment purposes. Notwithstanding the foregoing, no provision of this Supplemental Declaration shall be construed to prevent or limit Grantor's right to develop the Subdivision 3 Tract pursuant to the Lakeharbor Plan as the same may be modified at Grantor's option.

4. Declaration. Grantor hereby declares that the Subdivision 3 Tract and all the property, lots, parcels and portions thereof are hereby subject to the covenants, conditions, restrictions and provisions, including definitions, of the Master Declaration and in addition thereto are subject to the restrictions and provisions hereinafter provided. To the extent that this Supplemental Declaration is more specific or inconsistent with the Master Declaration, this Supplemental Declaration shall control.

5. Grantor. Grantor shall have all rights as lessor Grantor under this Supplemental Declaration and under provision of the Master Declaration. Such rights of Grantor shall include without limitation the right to file this Supplemental Declaration; to subdivide and resubdivide the Subdivision 3 Tract and to alter construction plans and designs affecting such Tract for so long as any Building Lot within such Tract remains unsold; and to construct improvements on the Subdivision 3 Tract without the necessity of Architectural Committee approval.

6. Creation of Local Association. Upon the sale of a Building Lot or other portion of the Subdivision 3 Tract to a Buyer Owner(s), Grantor shall establish as a Local Association for the Subdivision 3 Tract, a nonprofit corporation under the provisions of the Idaho Code relating to general nonprofit corporations whose members shall be the Owners of Building Lots in the Subdivision 3 Tract. The management, powers and duties of such Local Association shall be those set forth in the Master Declaration plus any additional management, powers and duties which may be set forth in any amendment to this Supplemental Declaration.

7. Number of Votes in Lakeharbor Master Association. It is expressly recognized pursuant to the Master Declaration and this Supplemental Declaration that the Subdivision 3 Tract consists of one or more Building Lots in which the maximum allowed number of individual apartments permitted in the

part thereof is recorded in the Office of the Ada County Recorder.

(b) By Owners. The provisions of this Supplemental Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of any Local Association established for the Subdivision 3 Tract certifying that such amendment has been approved by the vote or written consent of Owners owning at least fifty-one percent (51%) of the Property Units located in the Subdivision 3 Tract, and such amendment shall be effective upon its recordation with the Ada County Recorder. In the event a Local Association for the Subdivision 3 Tract has not been established, then an amendment may be signed by fifty-one percent (51%) of said owners. Any amendment to this Article shall require the vote or written consent of all the Owners holding all of the voting power of any Local Association for the Subdivision 3 Tract, or all of the Owners if no Local Association has been established.

9. Successors and Assigns. All references herein to Grantor, Owners, Master Association, Local Association, or other persons or entities shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association, person or entity.

10. Defined Terms. The following capitalized terms have the meaning as us ascribed to such term in the Master Declaration: "Architectural Committee," "Assessment," "Building

Lot," "Class B Delegate," "Grantor," "Improvements," "Lakeharbor
Master Association," "Lakeharbor Plan," "Local Association,"
"Owners," "Property Units," "Supplemental Declaration," and
"Tract."

IN WITNESS WHEREOF, the parties hereto have executed
this Supplemental Declaration this 21st day of June,
1988.

WASHINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION

By Robert Lee
Its _____

STATE OF IDAHO)
County of Ada) ss.
)

On this 21st day of June, 1988, before me,
Brenda L. Darley, a Notary Public in and for
said State, personally appeared Robert Lee,
known or identified to me to be the President of WASHINGTON
FEDERAL SAVINGS AND LOAN ASSOCIATION, the corporation that
executed the within instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me
that such corporation executed the same.

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



Brenda L. Darley
Notary Public for Idaho
Residing at Payette, Idaho
My commission expires on 8-4, 1992

Adm. County Clerk
John Bastida
RECORDED
DATE 10-21-88