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SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF INCORPORATION
OF
OVERLAKE AT LAKEVIEW ESTATES, INC.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, a corporation duly authorized and existing under the laws of the State of Idaho, does hereby certify that it is forming a non-profit cooperative association or corporation, under the laws of the State of Idaho pertaining thereto, and hereby adopts the following ARTICLES OF INCORPORATION, to-wit:

ARTICLE I.

NAME

That name of the corporation is OVERLAKE AT LAKEVIEW ESTATES, INC., hereinafter called the "ASSOCIATION".

ARTICLE II.

PRINCIPAL OFFICE

The principal office of the ASSOCIATION is located at 14221 Orchard Avenue, Caldwell, Idaho 83605.

ARTICLE III.

REGISTERED AGENT

Robert O. Jenkins, whose address is 16091 Orchard Avenue, Caldwell, Idaho, 83605, is hereby appointed the initial registered agent of this ASSOCIATION.

IDAHO SECRETARY OF STATE

the 14th day of October 1991
CK: 1958 CT: 14344 BH: 46786

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ARTICLE IV.

NON-PROFIT

The ASSOCIATION is "Non-Profit" and does not contemplate pecuniary gain or profit to the members thereof.

ARTICLE V.

PURPOSES

1. To provide for maintenance and architectural control of (1) the common area presently defined as "Lot 1 of Block 1 to be conveyed by JBJ Limited Partnership to the Homeowners Association" and the "obligation to maintain the subdivision entryway monuments, the subdivision exterior boundary fence and the grassed berm adjacent to Orchard and any additional common area acquired by the Association", and (2) Lots identified and located in Canyon County, State of Idaho, and described in Exhibit "A" (referred to as Overlake At Lakeview Estates Subdivision) attached hereto and incorporated herein by reference. With the exception of the berm area which is owned by the county but being maintained by the Association, the Common Area to the extent practical or possible will be conveyed to the ASSOCIATION and is intended for the benefit of all of the Lots located in said subdivision, it being noted that the exterior fence may be located on the outside edge of the lots deeded to the members of the Association making it impossible to create in the Association a title to the land on which the exterior fence is actually located. The owners of said lots have agreed to "Declaration Of Covenants, Conditions and Restrictions Of OVERLAKE AT LAKEVIEW ESTATES, Canyon County,

Idaho", recorded in the Office of the Canyon County Recorder, as Instrument No. 9731582, which are incorporated herein by reference and attached hereto as Exhibit "B".

2. To promote the health, safety and welfare of the owners and residents of said lots and any additions thereto as may hereafter be brought under the jurisdiction of the ASSOCIATION.

3. To exercise all the duties, powers and privileges set forth in said Declarations of Covenants, Conditions and Restrictions.

4. Fix, levy and collect payment of dues; to pay all office expenses and all other expenses incident to the conduct of the business of the ASSOCIATION, including all licenses, taxes or governmental charges levied or imposed against the property of the ASSOCIATION.

5. Acquire (by gift, purchase or otherwise), own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the ASSOCIATION.

6. Borrow money, and with the assent of two-thirds (2/3) of the total votes assigned to the lots, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

7. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the

members. No such dedication or transfer shall be effective unless an instrument in writing has been approved by two-thirds (2/3) of the total votes assigned to the lots.

8. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have approved by two-thirds (2/3) of the total votes assigned to the lots.

9. To exercise any and all powers, rights and privileges permitted by Idaho law.

ARTICLE VI.

DEFINITIONS

1. **"ASSOCIATION"** shall mean and refer to OVERLAKE 'AT LAKEVIEW ESTATES, INC., Canyon County, Idaho, its successors and assigns.

2. **"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

3. **"PROPERTIES"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the ASSOCIATION.

4. **"COMMON AREA"** shall mean all real property owned by the ASSOCIATION for the common use and enjoyment of the owners and

to the extent not owned by the Association, shall include an obligation in the Association to maintain said subdivision entryway monuments, exterior fence and berm.

5. "LOT" shall mean and refer to any plot of land upon any recorded subdivision map of the PROPERTIES (Exhibit "A") with the exception of the COMMON AREA.

ARTICLE VII.

MEMBERSHIP AND VOTING RIGHTS; QUORUM

Every owner of a lot which is subject to assessments shall be a member of the ASSOCIATION. Membership shall be appurtenant to (a matter of right), and may not be separated from, ownership of any Lot which is subject to assessments.

The ASSOCIATION shall have two classes of voting membership, to-wit:

CLASS "A": Class "A" members shall be all owners with the exception of the incorporator and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; provided, the vote for any such Lot shall be exercised as the several common owners among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS "B": Class "B" members shall be the incorporator and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B"

membership.

QUORUM: Fifty-one percent (51%) of all of the votes of the membership shall constitute a quorum (meaning 51% of the total votes of the membership). Such shall include votes present at any meeting in person or by proxy. If a quorum is not present at any regularly called meeting, the meeting shall be adjourned and rescheduled for a time and place not less than ten (10) nor more than thirty (30) days subsequent to such adjournment. Written notice of the meeting shall be mailed to all members not less than five (5) days in advance of the rescheduled meeting date. The votes attending the rescheduled meeting, in person or by proxy, shall constitute a quorum (meaning if there is only one vote attending such vote shall constitute a quorum).

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the ASSOCIATION shall be managed by a Board of five (5) Directors, who must be members of the ASSOCIATION. The number of directors may be changed by amendment of the By-Laws of the ASSOCIATION. The names and addresses of the persons who shall act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Robert O. Jenkins	16091 Orchard Avenue Caldwell, Idaho 83605
Kelli G. Jenkins	16091 Orchard Avenue Caldwell, Idaho 83605
Edward G. Jenkins	14221 Orchard Avenue Caldwell, Idaho 83605

Billye O. Jenkins

14221 Orchard Avenue
Caldwell, Idaho 83605

William E. Jenkins

14229 Orchard Avenue
Caldwell, Idaho 83605

At the first annual meeting, the members shall elect three directors for a term of one year and two directors for a term of two years and at each annual meeting thereafter the members shall elect directors for the vacancies to be filled, for a term of two years.

ARTICLE IX.

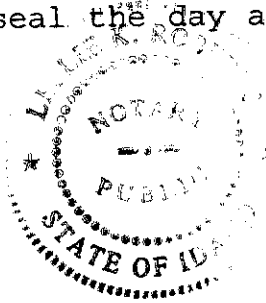
DISSOLUTION

The ASSOCIATION may be dissolved with the assent, given in writing and signed by all of its members. In the event the corporation does not receive unanimous written assent to dissolution, then a meeting of members will be held and written notice of such meeting shall be given within the time and in the manner provided for in the Idaho Code. Such notice shall state the purpose of the meeting. At such meeting a vote of the members entitled to vote shall be taken on a resolution to dissolve the corporation. Such resolution shall be adopted upon receiving the affirmative vote of a two-thirds (2/3) majority of the votes entitled to be cast by the members present, or represented by proxy at a meeting at which a quorum is present. Upon dissolution of the ASSOCIATION, other than incident to a merger or consolidation, the assets of the ASSOCIATION shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASSOCIATION was created. In the event that such dedication is

STATE OF IDAHO)
) §:
County of Canyon)

On this 9th day of October, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared E.G. Jenkins and Billve O. Jenkins, who being by me first duly sworn, declared that they are the President and Secretary, respectively, of **JBK LIMITED PARTNERSHIP**, an Idaho Corporation, and 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 written above.

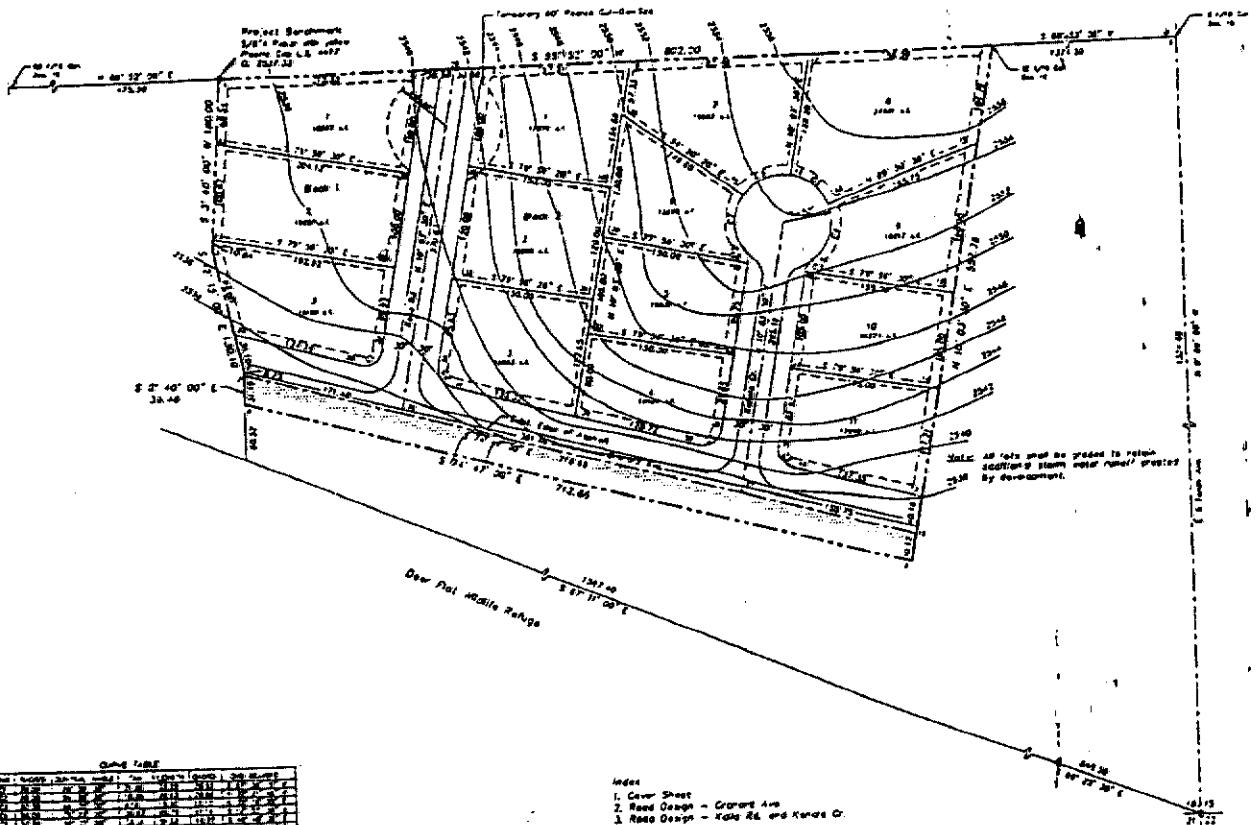


L. Lee K. Roberts
Notary Public for Idaho Nampa
Residing at Caldwell, Idaho
My Commission Expires: 7-14-98

Lakeview Estates

A PART OF THE SW 1/4, SE 1/4 SEC. 18, T 3 N, R 3 E, S 4
CANYON COUNTY, IDAHO

All construction shall conform to the most current edition
of the Idaho Standards for Public Works Construction and
the Canyon Map District No. 4 Submittal Specifications



GRADE TABLE

Lot	Area (sq. ft.)	Area (ac.)	Volume (cu. yd.)	Volume (cu. ft.)
1	1,200	0.027	1,200	1,200
2	1,200	0.027	1,200	1,200
3	1,200	0.027	1,200	1,200
4	1,200	0.027	1,200	1,200
5	1,200	0.027	1,200	1,200
6	1,200	0.027	1,200	1,200
7	1,200	0.027	1,200	1,200
8	1,200	0.027	1,200	1,200
9	1,200	0.027	1,200	1,200
10	1,200	0.027	1,200	1,200
11	1,200	0.027	1,200	1,200
12	1,200	0.027	1,200	1,200
13	1,200	0.027	1,200	1,200
14	1,200	0.027	1,200	1,200
15	1,200	0.027	1,200	1,200
16	1,200	0.027	1,200	1,200
17	1,200	0.027	1,200	1,200
18	1,200	0.027	1,200	1,200
19	1,200	0.027	1,200	1,200
20	1,200	0.027	1,200	1,200
21	1,200	0.027	1,200	1,200
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45	1,200	0.027	1,200	1,200
46	1,200	0.027	1,200	1,200
47	1,200	0.027	1,200	1,200
48	1,200	0.027	1,200	1,200
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89	1,200	0.027	1,200	1,200
90	1,200	0.027	1,200	1,200
91	1,200	0.027	1,200	1,200
92	1,200	0.027	1,200	1,200
93	1,200	0.027	1,200	1,200
94	1,200	0.027	1,200	1,200
95	1,200	0.027	1,200	1,200
96	1,200	0.027	1,200	1,200
97	1,200	0.027	1,200	1,200
98	1,200	0.027	1,200	1,200
99	1,200	0.027	1,200	1,200
100	1,200	0.027	1,200	1,200

- Index
1. Cover Sheet
2. Road Design - Gravel Ave
3. Road Design - Kalm Rd. and Kalm Cr.

Jerry Jenkins 14221 Inshore Ave. Caldwell, Idaho 83605 486-9237		DRAWING TITLE Lakeview Estates Cover Sheet	
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9731582

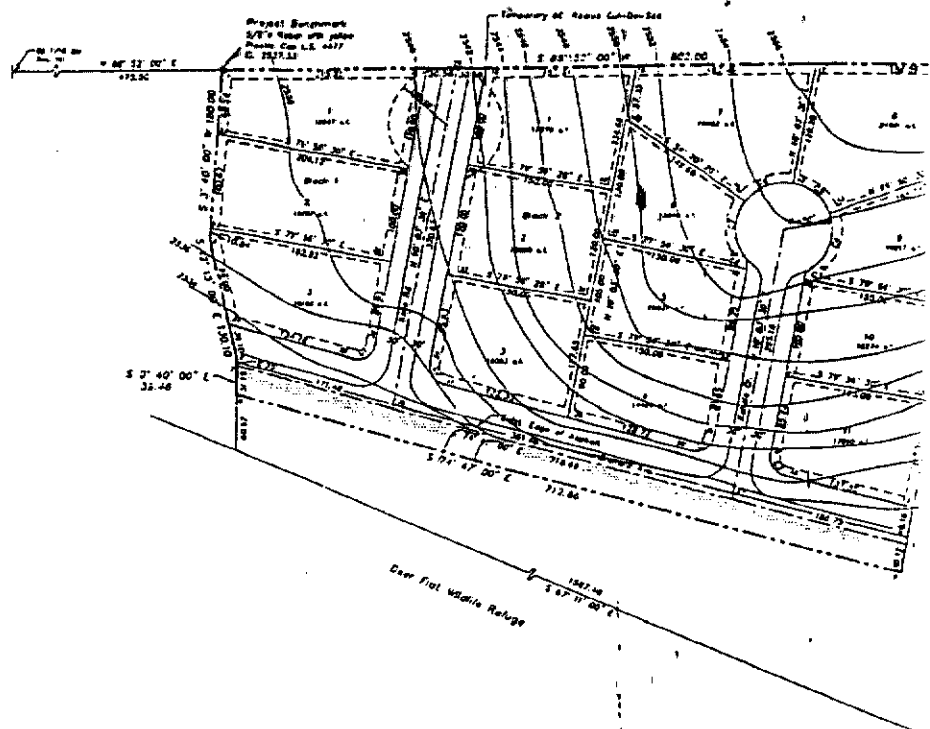
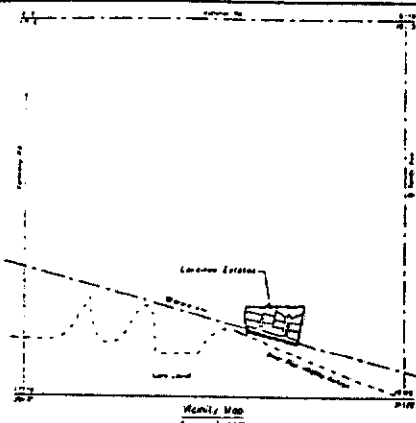
RECORDED

7 SEP 19 AM 10 27

RECORD CITY RECORDS

QUEST David Johnson
390

Lakeview Estates
A PART OF THE SW 1/4, SE 1/4 SEC. 16, T. 3 N., R. 3 W., B. M.
CANYON COUNTY, IDAHO



GRADE TABLE

STATION	1+00	2+00	3+00	4+00	5+00	6+00	7+00	8+00	9+00	10+00
ELEVATION	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00

- Index
- 1. Cover Sheet
 - 2. Road Design - Gravel Area
 - 3. Road Design - Kiosk Rd. and Kiosk Cr.

NO.	DATE	DESCRIPTION	BY	CHECKED BY	DATE
1	7-10-88	DESIGN OF THE COVER SHEET	JERRY JENKINS	JERRY JENKINS	7-10-88
2	7-10-88	DESIGN OF THE ROAD DESIGN	JERRY JENKINS	JERRY JENKINS	7-10-88
3	7-10-88	DESIGN OF THE KIOSK RD. AND KIOSK CR.	JERRY JENKINS	JERRY JENKINS	7-10-88

Jerry Jenkins
14221 Orchard Ave.
Caldwell, Idaho 83405

DESIGNER: Jerry Jenkins
DRAWING: Lakeview Estates
COVER SHEET

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
OVERLAKE AT LAKEVIEW ESTATES

97 OCT 24 AM 8:56

THIS DECLARATION is made on the date hereinafter set forth by JBJ LIMITED PARTNERSHIP, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real property situate in the County of Canyon, State of Idaho, which is more particularly described as: See attached Exhibit "A."

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property and each and every part, parcel and Lot thereof, and be binding on ALL parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to OVERLAKE HOMEOWNERS, INC., a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the Association.

Section 2. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the real property constituting Overlake at Lakeview Estates Subdivision according to the official recorded plat thereof, and every part, parcel and Lot thereof, and shall further mean and refer to such additional real property as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions by Supplemental Declaration, pursuant to the provisions hereof for the annexation and addition of additional parcels of real property.

Section 4. "Common Area" shall mean and refer to greenery areas along Orchard Ave., entryways and entry monuments, and Lot 1 of Block 1 of said subdivision to be conveyed by declarant to the Homeowners Association, as hereinafter provided. Said areas are intended to be devoted to the common benefit, use and enjoyment of the Owners (subject to the provisions hereof) and is not dedicated to the public.

Section 5. "Lot" shall mean and refer to all Lots within and shown upon the official recorded plat of Overlake at Lakeview Estates Subdivision, except the Common Area, and except for streets dedicated to the public, as shown upon the recorded plat.

Section 6. "Declarant" shall mean and refer to the JBJ LIMITED PARTNERSHIP, its successors and assigns.

Section 7. "Annexed Property" shall mean and refer to any real property made subject to this Declaration by Supplemental Declaration pursuant to the provisions hereof for the annexation and addition of additional parcels of real property.

Section 8. Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

EXHIBIT B

ORIGINAL

ARTICLE II
OVERLAKE HOMEOWNERS' ASSOCIATION, INC.

Section 1. Within a reasonable period of time following recordation of the Covenants the Association will be incorporated, and the Association will adopt Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities, subject to such reasonable rules and regulations governing use and access as may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The Association shall have the right to charge reasonable admission and other fees for the use of any Common Facility;
- b) The Association shall have the right to suspend the voting rights and right to use the Common Area of an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- c) The Association shall have the right to dedicate or transfer all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by members holding two-thirds (2/3) of the votes of the combined Class A and Class B has been recorded (meaning that 2/3rds of the combined total of the Class A and Class B votes shall control).

Section 2. Delegation of Use. Any Owner may delegate his right to enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers of his Lot, provided such designees reside on the Property.

ARTICLE IV
RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in this Declaration, the Declarant expressly reserves unto:

- a) Itself, its employees, successors and assigns, its agents, representatives, contractors and their employees, easements and right-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real property owned by Declarant, or its successors or assigns;
- b) Itself, its successors and assigns (including any district or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements on, over, under and across all or part of the Common Area, and the utility easements as provided on the recorded subdivision plat of Annexed Property, for installation, use, maintenance and repair of all lines, wires, pipes, and all other things necessary for all such services, provided that any such lines, wires or pipes shall be underground and, further, provided that all work done in connection therewith shall be performed with reasonable care and that the surface of such easement area shall be restored to the level and condition that existed prior to the doing of such work; and

c) Itself, its employees, successors, assigns, agents, representatives, contractors and their employees, the right to use the Common Area, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation, the use of the Common Area, where applicable for:

- 1) Construction, excavation, grading landscaping, parking and/or storage;
- 2) The maintenance and operation of a sales office and model units for sales purposes;
- 3) The showing to potential purchasers of any unsold Lot, unit or improvements within the project;
- 4) The display of signs to aid in the sale of any unsold Lots and units or all or part of the Project.

ARTICLE V USE AND BUILDING RESTRICTIONS

Section 1. Building Restriction. Each Lot shall be restricted to one single family dwelling, and usual and appropriate outbuildings. No structure shall be erected upon any Lot that shall exceed one (1) story in height, and no barn animal shelter or similar out-building shall exceed one (1) story in height. PROVIDED, buildings on Lots 1, 2, and 3, Block 1, may exceed one story if first approved in writing by the architectural committee, which committee, in its sole discretion, may reject any such proposed plan. Each structure constructed on any Lot shall be placed upon the Lot in such a manner as to minimize obstruction of the views from other lots. All buildings shall be of frame, stone or brick construction and, if other than brick or stone, shall be finished, painted and kept in good repair. The size, configuration, style and finish of each proposed building or structure on each Lot shall be subject to architectural and aesthetic control pursuant to Section 17 of this Article V and pursuant to Article VIII hereof. The owners shall use the property in a manner that will not be offensive to any other property owned within the subdivision.

Section 2. Minimum Building Size. Each single family dwelling structure erected upon a Lot shall satisfy the minimum floor area requirements of the Architectural Control Committee established in accordance with the provisions of Article VIII. Each residential dwelling shall have a minimum residential living space at ground level of 1,600 square feet, exclusive of garages, patios, breezeways, storage rooms, porches and similar structures.

In order to specifically protect and maximize the views from all Lots, each Owner agrees that the Architectural Control Committee may impose restrictions on the heights of any buildings constructed on each Lot.

A garage sufficient for two standard size automobiles shall be provided. Each building site shall further have additional concrete or asphalt paving sufficient for off street parking for two standard size automobiles.

Section 3. Building Location. Unless otherwise specifically approved in writing by the Architectural Control Committee, no dwelling, structure or garage or any part thereof, including overhang, shall be placed within the following setbacks:

Front - 25 feet
Side - 10 feet
Rear - 20 feet

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

Section 4. Building Site. A building site shall consist of at least one (1) Lot, or a parcel composed of more than one (1) Lot.

Section 5. Moving of Buildings; Construction of Outbuildings. No mobile or modular homes or other movable structures of any type shall be permitted or moved onto any lot. The residences and outbuildings shall be customized on site construction. No trailer, basement, tent, shack, garage, barn or other out-building, of any type, shall be used as a temporary or permanent residence. Nor, shall any residence of a temporary nature be permitted. No building of any kind (other than the construction work on the dwelling house) shall be permitted on the property prior to completion of the dwelling house. PROVIDED, during construction of the dwelling, the contractor may place a portable office or tool storage shed on the property. Any such portable office or tool storage shed shall be removed within eight months of the start of construction, or on completion of construction, whichever is sooner.

PROVIDED, Declarant may place a temporary structure on property owned by Declarant to facilitate lot sales.

Section 6. Prosecution of Construction Work. The construction of the dwelling and associated structures shall be prosecuted diligently and continuously from the time of commencement thereof until such dwelling and associated structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within eight (8) months from the date of commencement of construction, unless prevented by causes beyond the control of the Owner or builder and only for such time as that cause continues.

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

Section 8. Excavation. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot unless such excavation is necessary in connection with the construction of an approved structure thereon.

Section 9. Unsightly Structures or Practices. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view, except when necessarily placed for pickup by garbage removal services. Storage piles, compost piles, and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs or tree clippings or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Lot.

Section 10. Outside Vehicle and Equipment Parking. No campers, recreational vehicles, trailers, boats, snowmobiles, snow removal equipment, or similar equipment or vehicles, shall be kept or stored upon any lot. Nor, shall any such vehicles or equipment be parked on any street.

No working or commercial vehicles larger than three-quarter ton, and no junk cars shall be parked upon any lot.

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

Section 12. Fences; Hedges. An objective is to preserve the view of each lot. Therefore, all fences, boundary hedges or walls must first be approved by the Architectural Committee. Provided, in no event shall any fence, boundary hedge or wall exceed six feet in height and the committee may require a lesser height. Provided no fence, wall, hedge or shrub planting shall be permitted within the street side building set back in excess of three feet in height and the committee may require a lesser height. Provided, the committee must also approve the fence, hedge or wall configuration and may reject any such configuration deemed by the committee not to comport with the view preservation objective.

Section 13. Business Use; Noxious Use of Property. Declarant reserves the right to construct or place a temporary office or model home on property owned by Declarant for the purpose of promoting the development. There shall be no other trade, business or professional activities conducted on the property, except as provided in Article IV ©.

No noxious or offensive activity shall be permitted on any lot; nor, shall any activities, such as loud noise, which may become an annoyance or nuisance to the neighborhood be permitted. The Association shall have the right to enter upon any lot for the purpose of abating any nuisance, such as burning or removal of weeds, brush, growth or refuse, and to assess the cost to the lot owner.

Section 14. Billboards; Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during the construction and sales period. The Association may maintain one (1) subdivision identification sign and appropriate informational signs, upon the Common Area, of a size and design approved by the Architectural Control Committee. No other signs shall be placed or maintained upon the Common Area. Notwithstanding, the provisions of this Section 14, Declarant shall be entitled to place such signs of such size, as Declarant may deem appropriate, to identify the Project, relate information with regard thereto, and advertise Lots for sale.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. Dogs, cats or other household pets are acceptable provided that such shall be maintained by leash, or appropriate animal control shelter or enclosure. It shall be the obligation of each Owner to control his animals in accordance with the rules and regulations of the Association. Any animal control shelter or enclosure (kennel) must be first approved by the architectural committee and, in any event, must,

a) Be located on the Lot in a manner to avoid any endangerment of or nuisance to, adjacent Lot Owners; and

b) Be kept in a clean and odor-free manner.

Section 16. Exterior Antennas. No radio aerials, or similar devices or structures shall be installed on any Lot or the exterior of any structure located thereon. TV & Satellite dishes shall be permitted only if located behind the front plane of the dwelling structure (toward the rear of the Lot) apart from any building site setbacks, and if, appropriately screened from view from any direction.

Section 17. Control of Exterior Walls, Roofs, Etc. The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and improvements thereon, the Architectural Control Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs of all structures erected upon Lots, and to require basic landscaping. The Owner shall not repaint the outside walls or fences without first obtaining approval of the Architectural Control Committee as to color. All patio roofs shall be of design and color consistent with the roof of the dwelling unit.

Section 18. Landscaping. The Owner shall submit a landscaping plan to the Architectural Control Committee for approval. Each Lot shall be improved within six (6) months of issuance of their Certificate of Occupancy for the dwelling structure with the landscaping specified in the plan approved by the Architectural Control Committee.

Section 19. Exterior Lighting. No exterior lighting shall be installed or maintained on any Lot (or structure thereon) which interferes with the use and enjoyment of adjacent Lots, or without subsequent approval of the proposed installation by the Architectural Control Committee.

Section 20. Sanitary Facilities. Each Lot shall be improved with a waste disposal facility, for sewage and water disposal, of a design and construction approved by the Southwest District Health Department and the Architectural Control Committee prior to the occupancy of any structure thereon.

Section 21. Entry-Way Light. Each lot shall be improved by the Owner thereof, subsequent to the occupancy of any structure thereon, by the installation of an entry-way light at the juncture of the site's driveway and the street, of a style and design approved by the Architectural Control Committee. Such light mechanism shall include a photo-cell device that causes the light to automatically illuminate during the period from sunset to sunrise.

ARTICLE VI ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot.

Section 2. The Association shall have two (2) classes of voting membership.

Class A: The Class A members shall be all owners, with the exception of the Declarant (during the period when the Declarant is a Class B Member). Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event, shall more than one (1) vote be cast with respect to any Lot.

Class B: The sole Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be automatically converted to Class A membership (one Class A membership for each Lot owned) when the total votes outstanding in Class A memberships equal the total outstanding in the Class B membership.

ARTICLE VII COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a) Annual assessments or charges; and
- b) Special assessments for capital improvements;

such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs of collection and reasonable attorney's fees incurred in collection shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment falls due. Unpaid assessments shall constitute a continuing lien against the lot until paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare and economic well-being of the residents in the Project and for the improvement, operation and maintenance of the Common Area and Common Facilities.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum annual assessment shall be \$150.00 per Lot for Lots owned by Class A members and \$125.00 per Lot for Lots owned by Class B members. The annual assessment may be made payable (by action of the Board of Directors of the Association) on a monthly basis, one-twelfth (1/12) per month, or on a quarterly basis, one-fourth (1/4) per quarter, in advance. Increases in the amount of the annual assessment shall be limited as follows:

- a) Each year, beginning with the calendar year beginning January 1 of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum annual assessment may be increased effective as of that January 1 (and each year thereafter) by action of the Board of

Directors of the Association without a vote of the membership, by an amount of not more than fifteen percent (15%) above the prior year's assessment.

b) For the calendar year beginning January 1 immediately following the year in which the conveyance of the first Lot to an Owner occurs, or any subsequent year, the maximum annual assessment may be increased more than fifteen percent (15%) above the prior year's assessment by an affirmative vote of two-thirds (2/3) of the votes of the combined Class A and Class B votes (meaning 2/3rds of the total of the Class A and Class B votes) cast by the persons holding said votes and attending in person or by proxy at a meeting duly called for this purposes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall require the assent of two-thirds (2/3) of the votes of the combined Class A and Class B votes (meaning 2/3rds of the total of the Class A and Class B votes) cast by persons holding said votes and attending in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 b) or 4 of this Article VII shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of members in person or by proxy entitled to cast fifty-one percent (51%) of all of the votes of the membership (meaning 51% of the total votes of the membership) shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than ten (10) days nor more than thirty (30) days subsequent to such adjournment. Written notice of the rescheduled meeting shall be mailed to all members not less than five (5) days in advance of the rescheduled meeting date. The votes attending the rescheduled meeting in person or by proxy shall constitute a quorum (meaning if there is only one vote attending such vote shall constitute a quorum).

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots; provided, however, that assessments for Lots which have not been improved with a dwelling unit or out-buildings shall be assessed at one-half (1/2) of the assessment for Lots which have been improved with a dwelling unit or out-buildings. A Lot shall be deemed improved with a dwelling unit or out-buildings when such structure is occupied or substantially completed.

Section 7. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the initial conveyance of a Lot by Declarant to a purchaser. The first annual assessment shall be adjusted (pro rata) according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period; provided, however, that in the event of an assessment proposed in excess of the authority of the Board of Directors, the amount of such assessment in excess of the Board's authority shall not be effective until membership approval. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate announced as prime in the Wall Street Journal plus 5% fully floating. Each assessment, when levied, shall automatically constitute a lien on and against the Lot to which the assessment pertains, without any requirement of filing any documentation of such lien. After the lapse of thirty (30) days from due date without payment, the Association may, at its discretion, file an Affidavit Of Lien of record. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the assessment lien against the Property, in the same

manner as provided by law as to statutory materialmen's lien's. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. In order to protect the quality and value of all homes built in the Project and for the continued protection of the Owners thereof, an Architectural Control Committee, consisting of two (2) or more members to be appointed by the Declarant is hereby established. At such time as the total number of Lots owned by Declarant (including Lots in any Annexed Property) total less than ten percent (10%) of the total number of platted Lots, then the membership of the Architectural Control Committee shall be appointed by the Board of Directors of the Association, to succeed the prior Committee membership upon such appointment.

The committee is composed of the following: Robert O. Jenkins, William E. Jenkins, Edward G. Jenkins & Billye O. Jenkins.

Section 2. Approval by Committee. No building, fence, wall, patio cover, window awning or other structure shall be commenced, erected, or maintained upon any Lot, the Common Areas or other properties within the Project, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, location of the same, and such other detail as the Architectural Control Committee may require (including, but not limited to any electrical, heating or cooling systems, sewage or waste disposal systems) shall have been submitted to and approved in writing by the Architectural Control Committee. In the event said Committee fails, in writing, to approve or disapprove such plans, specifications and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required.

Section 3. Rules and Regulations. The Board of Directors of the Association shall have the authority to adopt rules and regulations to govern the procedures of the Architectural Control Committee. Such rules and regulations shall be consistent with the provisions of these Declarations of Covenants, Conditions and Restrictions, and shall govern matters such as design, materials, aesthetic matters, location.

ARTICLE IX ENFORCEMENT

Section 1. Persons Entitled to Enforce. The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

- a) The Association;
- b) The Declarant;
- c) The Owner or Owners of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein.

Section 2. Methods of Enforcement. Subject to the provisions of Section 3 herein, the following methods of enforcement may be utilized:

- a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, or cancellation of any contracts of an executory nature;
- b) Eviction for trespass by police action;
- c) Monetary penalties and temporary suspension from Association membership rights and privileges, in accordance with the Bylaws of the Association, provided that, except for late charges, interest, and other

penalties for failure to pay as due assessments levied by the Association as provided in this Declaration, no discipline or sanction shall be effective against a member unless;

i) The member is given fifteen (15) days written notice of the proposed disciplinary action and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such member, be oral or in writing. The notice shall be given personally to such member or sent by first-class or registered mail to the last address of such member as shown on the records of the Association, and shall state the place, date and time of the hearing, which shall not be less than five (5) days before the effective date of the proposed penalty, termination or suspension.

ii) The hearing shall be conducted by a committee composed of not less than three (3) persons, appointed by the President of the Association, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding discipline until the conclusion of the meeting.

iii) Any member may challenge an adverse ruling by the Association. **PROVIDED**, the member agrees that the statute of limitations for the bringing of any such action shall be one year from the date of the Association's ruling and, after the lapse of such one year period without action, any alleged claim shall be deemed barred.

Section 3. Limitations on Enforcement. All methods of enforcement and discipline authorized by this Declaration are limited as follows:

The Association may not cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his individually owned Lot on account of the failure of the Owner to comply with provisions of this Declaration except by judgment of a Court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay annual or special assessments duly levied by the Association.

Section 4. Fees and Costs. The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein or as otherwise permitted by law, who obtains a decree from any Court or arbitrator enforcing any of the provisions hereof shall be entitled to recover reasonable attorneys fees and costs incurred in prosecuting any such proceeding.

Section 5. Non-Liability for Enforcement or for Non-Enforcement. Neither the officers, board members or architectural committee members shall be personally liable to any person, member or entity, for failure to enforce any of the Covenants or Restrictions contained herein. Such limitation of personal liability shall be deemed absolute and shall extend to personal injury and death, damage to property, diminution in property value and any and every other kind of loss.

Section 6. Waiver. Any failure to enforce a covenant or restriction shall not be deemed a waiver of the right to enforce such thereafter.

ARTICLE X

WATER SYSTEMS AND SEPTIC SYSTEMS

Section 1. Domestic Water System. Owner agrees that Declarant has not warranted any water source, supply or quality, and that Declarant has, in fact, disclaimed any and all warranties, express and implied, of every kind and nature, including but not limited to, merchantability and fitness for a particular purpose.

The respective owners of Lot 3 of Block 1 and Lot 3 of Block 2 shall be required, at their expense, to drill their individual well.

The remaining lots shall share wells as follows: Two lots shall share a well. The two lots to share a well shall be determined by the Architectural Control Committee. If Declarant is owner of one of the lots, Declarant shall share the expense with such to be passed on to the purchaser of the lot when sold by Declarant. Expenses

to be shared include the costs relating to the drilling and creation of the well. Others costs such as pump, power and lines running from the well to the owners property shall be borne by the lot owner.

Section 2. Septic Systems. Each Owner, shall install at his expense, a septic system of sufficient size and capacity for owner's Lot. Further, Owner at Owner's expense, shall maintain such system in a clean and sanitary fashion and in accordance with all applicable laws and ordinances.

ARTICLE XI DECLARANT CONVEYANCE OF LOT TO ASSOCIATION

Declarant shall convey Lot one (1) of Block one (1) to the Homeowners Association to be formed.

ARTICLE XII GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of then (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by seventy-five percent (75%) of all Owners, duly acknowledged as to each executing Owner, is recorded in the official records of Canyon County, Idaho. This Declaration may be amended during the first twenty (20) years period by an instrument signed and acknowledged by the Owners of not less than ninety percent (90%) of the Lots subject to this Declaration and thereafter by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration.

Section 3. Conveyance of Common Area. Any Common Area shall be conveyed by Declarant to the Association on or before the 120 days after conveyance of the first Lot in the Project. Until the Common Area has been conveyed to the Association, Declarant shall be solely responsible for the maintenance and management thereof, and for all costs and expenses arising therefrom. **FOR CLARIFICATION, the common area at the time of recordation of this Declaration includes an obligation to maintain the subdivision entryway, monuments, the subdivision exterior boundary fence and the grassed berm adjacent to Orchard.** It is noted that the grassed berm is actually owned by the county with a right in the county to exercise control of the bermed area at its discretion. In addition, when said Lot 1 of Block 1 is conveyed to the Homeowners Association such shall be deemed part of the "common area".

Section 4. Owners Agree To Membership: Lot owners agree that they shall be a member of the Homeowners Association to be formed and agree to be bound by the terms and provisions of the Homeowners Association Articles of Incorporation and By-Laws and these said Declarations of Covenants, Conditions and Restrictions, and rules and regulations adopted pursuant thereto, and agree that such shall constitute a contract between the lot owners and Homeowners Association, and the Association and each lot owner are bound by such contract, as fully as though each lot owner had individually signed a separate instrument containing such terms and provisions.

Section 5. Inures. The terms hereof shall inure to and bind the Declarant and owners and their respective heirs, personal representatives, successors and assigns.

ARTICLE VIII DISCLOSURE

IT IS HEREBY DISCLOSED THAT THE HOMEOWNERS ASSOCIATION HEREIN REFERENCED HAS NOT YET BEEN CREATED AND THAT DECLARANT, AT ITS EXPENSE, SHALL HAVE SAID ASSOCIATION FORMALLY CREATED FORTHWITH AFTER THE RECORDATION OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS.

Dated this 15th day of September

JB Limited Partnership

by

E.H. Jenkins

Jenkins
84

STATE OF IDAHO, COUNTY OF CANYON)ss

On the 15th day of September, 1997, before me, a notary public in and for the State of Idaho, personally appeared Robert O. Jenkins, identified to me as being a General Partner or designated agent of JBJ Limited Partnership authorized to execute the foregoing instrument for and in behalf of said partnership, and that he was the person who executed the foregoing Declarations of Covenants, Conditions and Restrictions for and in behalf of said partnership and that by his signature said partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 15th day of September, 1997.

[Signature]

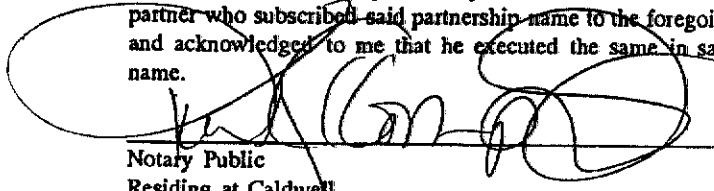
Notary Public for Idaho
Residing at Caldwell, Idaho
Commission Expires: 12/6/99



STATE OF IDAHO

COUNTY OF CANYON

On this 8th day of October in the year 1997, before me, a Notary Public, personally appeared E.G. Jerry Jenkins known or identified to me to be the General Partner in the partnership of IBJ Limited Partnership and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

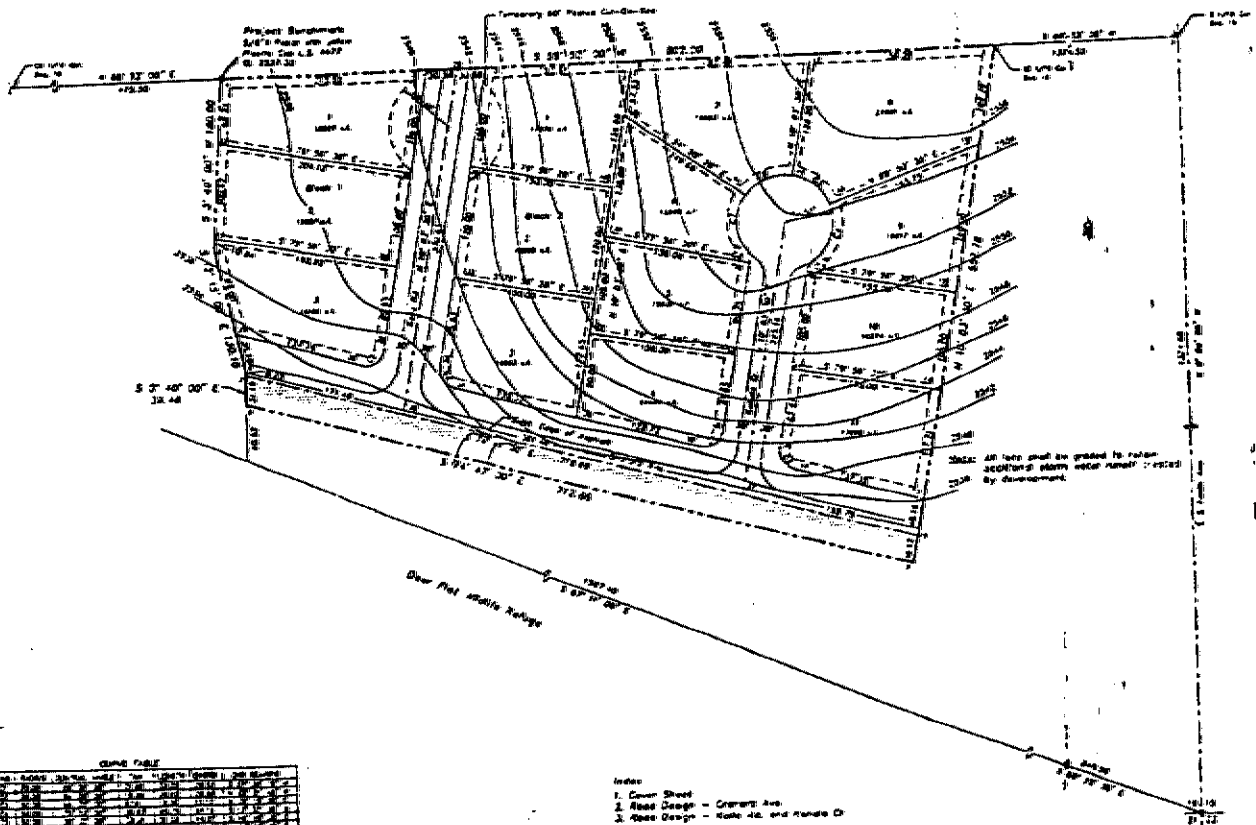


Notary Public
Residing at Caldwell
My commission expires 1-27-99

Lakeview Estates

A PART OF THE SW 1/4, SE 1/4 SEC. 16, T 3 N, R 3 E, S 4
CANYON COUNTY, IDAHO

All construction shall conform to the most current edition
of the Idaho Standards for Planned Subdivisions and
the Canyon Map District No. 4 Subdivision Specifications



GRADE TABLE

Lot	Area	Grade	Area	Grade	Area	Grade	Area	Grade
1	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
2	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
3	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
4	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
5	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
6	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
7	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
8	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
9	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
10	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
11	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
12	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
13	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
14	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
15	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
16	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
17	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
18	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
19	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
20	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
21	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
22	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
23	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
24	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
25	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
26	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
27	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
28	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
29	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
30	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
31	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
32	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
33	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
34	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
35	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
36	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
37	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
38	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
39	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
40	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
41	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
42	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
43	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
44	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
45	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
46	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
47	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
48	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
49	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
50	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
51	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
52	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
53	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
54	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
55	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
56	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
57	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
58	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
59	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
60	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
61	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
62	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
63	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
64	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
65	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
66	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
67	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
68	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
69	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
70	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
71	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
72	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
73	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
74	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
75	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
76	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
77	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
78	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
79	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
80	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
81	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
82	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
83	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
84	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
85	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
86	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
87	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
88	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
89	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
90	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
91	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
92	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
93	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
94	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
95	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
96	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
97	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
98	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
99	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00
100	0.15	10.00	0.15	10.00	0.15	10.00	0.15	10.00

- Index
- 1. Cover Sheet
 - 2. Road Design - Grange Ave.
 - 3. Road Design - Hole 40 and Hole 42

PREPARED BY Jerry Jenkins 14221 Orchard Ave. Caldwell, Idaho 83605 440-1227		DRAWING TITLE Lakeview Estates Cover Sheet		CHECKED BY [Signature] DATE 10/1/84		SCALE 1"=40'		SHEET NO. 1 OF 2	
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9731582

RECORDED

7 SEP 19 AM 10 27

RECEIVED

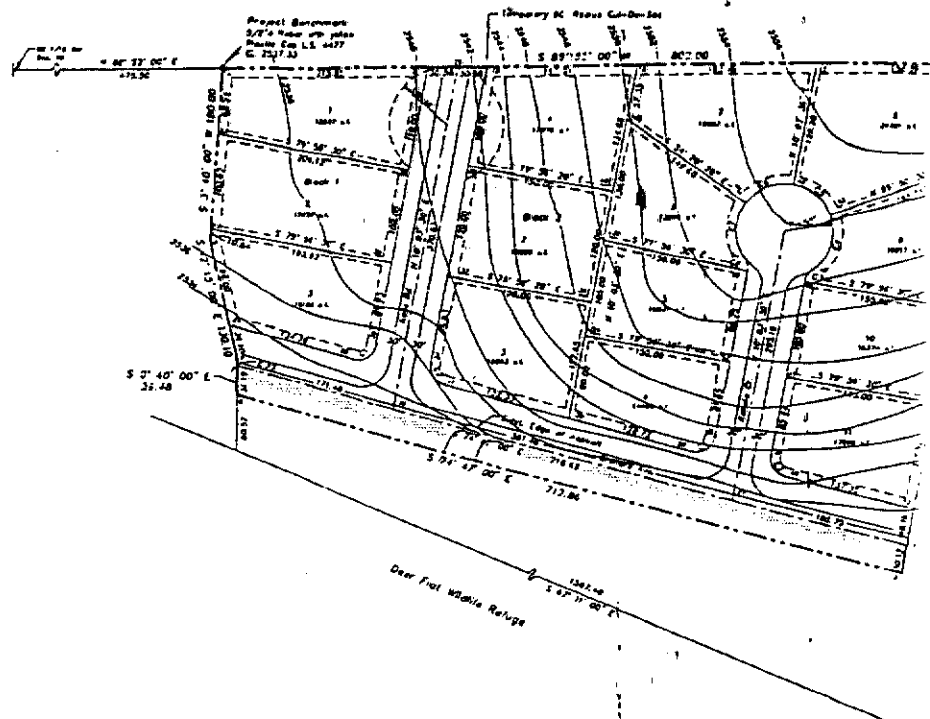
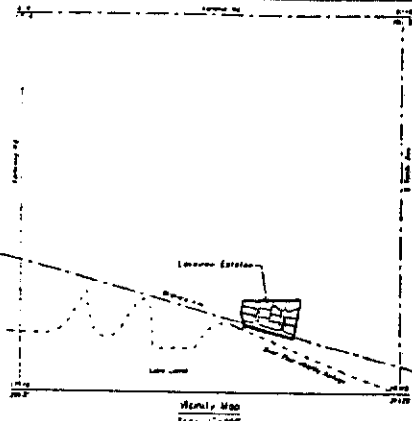
CLAYTON COUNTY RECORDER

QUEST David Johnson

FE 3910

Lakeview Estates

A PART OF THE SW 1/4, SE 1/4 SEC. 16, T. 3 N., R. 3 W., B.M.
CLAYTON COUNTY, IDAHO



- NOTES
1. ALL LOTS SHALL BE BUILT IN ACCORDANCE WITH THE LATEST EDITION OF THE IDAHO BUILDING CODE, AS AMENDED BY THE IDAHO BOARD OF BUILDING OFFICIALS.
 2. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. ALL LOT LINES SHALL BE SURVEYED AND SET BY A LICENSED SURVEYOR.
 4. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 6. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 7. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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 9. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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 12. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 13. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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 15. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 16. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 17. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 18. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 19. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 20. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

GRADE TABLE

STATION	EXISTING GRADE	PROPOSED GRADE	FINISH GRADE
1+00	10.00	10.00	10.00
2+00	10.00	10.00	10.00
3+00	10.00	10.00	10.00
4+00	10.00	10.00	10.00
5+00	10.00	10.00	10.00
6+00	10.00	10.00	10.00
7+00	10.00	10.00	10.00
8+00	10.00	10.00	10.00
9+00	10.00	10.00	10.00
10+00	10.00	10.00	10.00

- Index
1. Cover Sheet
 2. Road Design - Gravel A/C
 3. Road Design - Road R/L and Kahua Cr

DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
DATE: 9-19-88	BY: JERRY JENKINS	PROJECT: LAKEVIEW ESTATES	SCALE: AS SHOWN
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