

COPY

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR
NORTHWOOD SINGLE FAMILY RESIDENTIAL SUBDIVISIONS

RECITALS

A. Grantor is owner of real property located in the City of Ketchum, County of Blaine, State of Idaho, described in Exhibits A and B which are attached hereto and by reference made a part hereof.

B. Date of recording this supplemental set of CCR's is
Dec. 2, 1981

NOW, THEREFORE, GRANTOR HEREBY DECLARES AND AGREES THAT:

1. Annexation of Territory

1.1 Establishment of General Plan

The Northwood Single Family Residential Subdivisions are hereby made subject to the Northwood Master Declaration dated October 3, 1984 and recorded as Instrument Number 257970. Northwood property shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

A. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon the Northwood Single Family Residential Subdivisions and every other portion thereof.

B. The Supplemental and Master Declaration shall run with Northwood and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Northwood.

1.2 Classification of Additional Territory

The following lots within Northwood are hereby classified single family residential lots: Lots 1 through 15, Northwood P.U.D. Lot 1 and Lots 1 through 7, Northwood P.U.D. Lot 2.

2. Definitions

Unless the context otherwise specifies or requires, the terms used herein shall have the following definitions and meanings:

2.1 Natural Materials shall mean stone, rock, finished or unfinished lumber, brick or other similar materials, but shall not mean cinder or concrete block or metal siding. The determination of whether any material is or is not natural will be made by the Architectural Review Board (ARB). Colors shall be of natural tones which harmonize with the existing landscape. No reflective finishes shall be allowed, with the exception of hardware.

2.2 Perimeter Fencing shall mean that fencing placed to delineate the boundaries of a lot.

2.3 Residential Lots shall mean all lots within the Northwood Single Family Residential Subdivisions.

2.4 Dwelling Unit shall mean the primary residential unit along with, but not limited to, garages, guest quarters and out buildings erected upon a residential lot.

3. Permitted Uses and Restrictions in Single Family Residential Areas:

The following restrictions are hereby established for the Northwood residential area:

3.1 Each residence erected on any lot shall have a minimum ground floor area of 1,500 square feet, exclusive of garages, porches and overhangs.

3.2 Lot Coverage: The area covered by any structure (including garage and carports) shall not exceed thirty percent (30%) of the total lot area, without prior written approval of the ARB or the Board of Directors.

3.3 Set Backs:

Minimum Front Yard - 25 Feet
Minimum Side - 15 Feet
Minimum Rear Yard - 25 Feet or 25 Feet From IRF Line, Whichever is More Restrictive

3.4 All exterior surfaces of any improvement shall be of natural materials or stucco in a color approved by the ARB.

3.5 All roofs shall be covered with material of earth tones. Tar and/or gravel roofs shall be prohibited. Metal roofs or membrane roofs may be accepted subject to ARB approval.

3.6 No building shall have a height of more than 35 feet, measured vertically at any point to natural grade existing prior to site preparation, grading or filling; provided, however, that this provision shall not apply to ARB approved chimneys, lightning rods or weather vanes.

3.7 Each residence shall have a fenced or enclosed area which shall screen from view all vehicles (beyond one permanent household vehicle and one guest vehicle), boats, recreation vehicles, campers, garbage and trash containers, maintenance and service equipment, machinery and other facilities, stored materials and all such further items as may be designated from time to time by the Board of Directors, to the end that all items on all lots be kept only in a manner which enhances the view and thus the value of all of the properties within the Subdivisions.

3.8 All fences, screens and similar exterior structures shall be constructed of wood or masonry, except for hardware, fasteners and footings, and shall require ARB approval. All perimeter fencing must be a three rail doweled wooden fence approved by the ARB.

3.9 All lots will be maintained at all times by the owner thereof, both prior to and after construction of improvements, in a sightly and attractive manner, free of trash, weeds and other unsightly material. All portions of the lot not covered by structures shall be landscaped or planted and irrigated so that no situations constituting an unsightly appearance or creating a nuisance shall be permitted to develop.

3.10 Landscape: Each residence shall within 120 days after completion of construction or occupancy, whichever shall first occur, landscape, irrigate and purposely maintain all areas of his property that are not covered by buildings, driveways and/or walkways. A complete landscape plan showing types and sizes, plantings and automatic underground irrigation must be approved by the ARB, along with the owner's design plans for the structure, as required by the Master Declaration, before construction shall commence.

3.11 No tree over six (6) inches in diameter or over fifteen (15) feet in height can be removed from any lot without the approval of the ARB. Any such removed tree shall be replaced by a suitable tree of similar size of any type other than a cottonwood.

3.12 No vehicle or boat shall be constructed or repaired upon any property or street (private or public) in such a manner as to be visible from neighboring property.

3.13 Only a reasonable number of recognized house or yard pets shall be permitted. Approval in writing shall be necessary by the Board of Directors for pets and animals in addition to two dogs or two cats. All dogs will be kenneled or leashed at all times.

3.14 Residential Use: Such lots of the Northwood Subdivisions as set forth in this document are for single family purposes only. No building or structure intended for or adapted to business purposes and no apartment house, rooming house or other multi-family dwellings shall be erected, placed or maintained on such premises or any other part thereof. Only a single family dwelling, including guest and or servants' quarters may be erected upon each lot, subject to ARB approval.

3.15 Exterior fires are only allowed in barbecue areas or outdoor fireplaces.

3.16 Parking: Each dwelling shall have at least a two-car garage, attached or detached, and two additional parking places for guest vehicles in an exposed parking area. Guest parking in exposed parking areas shall be controlled by the lot owner on a reasonable basis.

3.17 Lighting: The source of any exterior lighting shall not be visible from any other property, and all reasonable effort shall be made to minimize the harshness or glare of any lighting.

3.18 Antennas: Antennas, satellite dishes and similar devices shall be installed so as not to be visible from roads or adjoining properties and only by specific approval of the ARB.

3.19 Utilities: All power, gas, telephone and other service lines shall be located underground.

4. Permitted Uses and Restrictions - Open Space Areas

All open space within the Northwood Single Family Residential Subdivisions will be maintained by the Northwood Master Association.

4.1 No improvements other than landscaping, water features, roads, pedestrian, equestrian or bicycle paths and bridges and other amenities incidental thereto shall be erected.

4.2 No camping or camp fires will be permitted.

5. Miscellaneous Provisions

5.1 All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declaration to promote and effectuate the fundamental concepts of Northwood.

5.2 Each of the provisions set forth in this Supplemental Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

5.3 Unless context requires a contrary construction, the singular shall include the plural and the plural the singular and all gender shall include all gender.

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

5.5 Enforcement: The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

5.6 Any violation of any provision or article of the Supplemental Declaration may result in a fine as set forth in the Master Declaration.

5.7 Severability: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

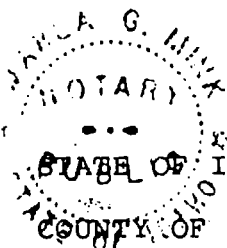
5.8 Amendment: The covenants and restrictions of this declaration shall run and bind with the land. This Supplemental Declaration may be amended by an instrument signed by not less than 75% of the lot owners (based on one vote per lot). Any amendment must be recorded.

IN WITNESS WHEREOF, Grantor has executed this Supplemental Declaration the day and year first above written.

NORTHWOOD SINGLE FAMILY RESIDENTIAL SUBDIVISIONS

NORTHWOOD, INC.

RONALD J. SHARP, PRESIDENT

DAVID GRIFFITH, SECRETARY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 9th day of October, 1984, before me, a Notary Public in and for said State, personally appeared RONALD J. SHARP, known to me to be the president of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public
Residing at Bellevue



STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 15th day of October, 1984, before me, a Notary Public in and for said State, personally appeared DAVID GRIFFITH, known to me to be the secretary of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public
Residing at Bellevue

EXHIBIT A

P.U.D. Lot 1 and P.U.D. Lot 2 of the Northwood P.U.D.
Subdivision, City of Ketchum, Blaine County, Idaho.

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South Title Co., Inc.

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