

ADA COUNTY RECORDER  
DAVID NAVARRO  
CLERK

2002 SP 18 PM 5: 01

*Arise Development*  
RECORDED - REQUEST OF

FEE 9 - 102106984  
DEPUTY *[Signature]*

102106984

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF BROOKWOOD PLANNED UNIT DEVELOPMENT**

THE UNDERSIGNED, BROOKWOOD HOMEOWNERS' ASSOCIATION, INC., the owners association in and for the Brookwood Planned Unit Development, located in the City of Eagle, County of Ada, Idaho. The undersigned hereby declares and certifies that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Brookwood Planned Unit Development, recorded as Instrument No. 100013379, as amended by Instrument No. 100024873, all in the official records of Ada County, Idaho, was duly adopted by the record owners of more than seventy-five percent (75%) of the Lots in the Brookwood Planned Unit Development at a meeting of said owners held on the 21<sup>st</sup> day of March, 2002:

1. Section 11 8 of Article XI of said Declaration was amended to read as follows:

Section 11 8 Enforcement Methods. This Declaration, and all covenants, conditions and restrictions herein contained, or which may be duly promulgated by the Association or the Architectural Design Committee pursuant hereto, may be enforced by the Board of Directors and/or any Owner in one or more of the following manners:

- (A) An action in a court of competent jurisdiction for appropriate legal or equitable remedies, including, but not necessarily limited to, specific performance, injunctive relief, abatement, or damages.
- (B) In addition to the enforcement actions provided for above, the Association, by and through its Board of Directors, shall have the right, in its sole discretion, to levy or assess a fine, in a reasonable amount, against any Owner for any violation; provided, however, that said Owner shall be entitled to reasonable notice of the alleged violation and possible fine, and be given an opportunity to be heard on that matter before the Board of Directors prior to the levy or assessment of any fine. Such fines may be levied or assessed as a lump sum or on a per diem basis for each day that an Owner remains in violation. The amount of any fine shall reflect the severity of the violation, and shall consider, among other things, benefits or avoided costs accruing to the Owner as a result of the violation. Each Owner, by acceptance of a deed to a Lot, whether or not it be so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to pay any fines levied or assessed as provided for in this Section 11 8. Further, any such fines levied or assessed against an Owner shall be deemed a lien against that Owner's Lot or Lots, and may be collected and foreclosed on in the same manner as is provided

hereinabove for the collection of annual and special assessments against said Lot or Lots.

- 2. Except as herein expressly provided to the contrary, said Declaration of Covenants, Conditions and Restrictions of Brookwood Planned Unit Development, as amended, shall remain in full force and effect as initially written, executed and recorded in the records of Ada County, Idaho

The foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Brookwood Planned Unit Development was duly enacted and is executed pursuant to Article X, Section 10.1 of said Declaration, and shall be and become effective upon its recordation in the official records of Ada County, Idaho.

DATED this 13<sup>th</sup> day of September, 2002.

BROOKWOOD HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]  
MICHAEL B. HORMAECHEA  
Its: President

STATE OF IDAHO )  
 )ss  
County of Ada )

On this 13<sup>th</sup> day of September, 2002, before me, a Notary Public for the State of Idaho, personally appeared MICHAEL B. HORMAECHEA, known or identified to me, to be the President of BROOKWOOD HOMEOWNERS' ASSOCIATION, INC., and 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.



Jeanne Hingsberger  
NOTARY PUBLIC FOR IDAHO  
Residing at: Eagle, Id  
My commission expires: 2-17-06

CERTIFICATION

The undersigned, being the duly appointed and acting secretary of the Brookwood Homeowners' Association, Inc. hereby avers and certifies that the foregoing amendment to Section 11.8 of Article XI of the Declaration of Covenants, Conditions and Restrictions of

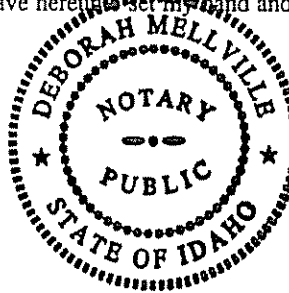
Brookwood Planned Unit Development (Ada County, Idaho, Instrument No. 100013379) was duly adopted and affirmed by the record title owners of more than seventy-five percent (75%) of the Lots within said planned unit development on the 13<sup>th</sup> day of September, 2002

Leann Hingsberger  
LEANN HINGSBERGER  
Secretary

STATE OF IDAHO                    )  
  )ss.  
County of Ada                    )

On this 13<sup>th</sup> day of September, 2002, before me, a Notary Public for the State of Idaho, personally appeared LEANN HINGSBERGER, known or identified to me, to be the Secretary of BROOKWOOD HOMEOWNERS' ASSOCIATION, INC., and 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



Deborah Mellville  
NOTARY PUBLIC FOR IDAHO  
Residing at: Bowle, Id  
My commission expires: 9-15-04

rlw:realestiCCR Brookwood Am 2