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Treeport Homeowner's Association, Inc.
P.O. Box 1313
Spirit Lake, ID 83869-1313

AMENDMENT III

TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

TREEPORT

This THIRD AMMENDMENT TO DECLARATON OF COVENANTS, CONDITIONS, AND RESTRICTIONS (AMENDMENT III) is made to be effective as of January 15, 2026, by and on behalf of the members of Treeport Homeowners Association, Inc, an Idaho non-profit corporation.

RECITALS

- A. WHEREAS, a Declaration of Covenants, Conditions and Restrictions applicable to that development in Kootenai County, Idaho, described as Treeport, was duly recorded November 1, 1990 as Instrument No. 1199960 in the Records of Kootenai County, Idaho (Original Declaration); as amended by the Declarant on September 22, 1992, as Instrument No. 1276006 in the Records of Kootenai County, Idaho (First Amendment); as further amended by the Declarant on April 16, 2020, as Instrument No. 2745974000 in the Records of Kootenai County, Idaho (Second Amendment).
- B. NOW, THEREFORE, said Declaration is amended and modified as prescribed in this Third Amendment, and was adopted by at least a 2/3rds vote of the membership (owners).

AMMENDMENTS TO THE DECLARATION

- A. The following amendments are hereby made to the Declaration:
1. Article IV Protective Covenants, Section 3 Building Restrictions A through D are hereby deleted and replaced in their entirety with the following:
 - A. All buildings shall comply will all Kootenai county zoning and building codes.

2. Article IV Protective Covenants, Section 5 Enforcement is hereby deleted and replaced in its entirety with the following:

Section 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 or reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or Owner to enforce any covenant or restriction herein shall, in no event, be deemed a waiver of the right to do so at a later time. Should any lawsuit or other legal proceedings be instituted against an Owner alleged to have violated one or more of the provisions of this Declaration, and should the Association be wholly or partially successful in such proceedings, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees.

3. Article V Airport, Section 2 Hangars is hereby deleted in its entirety.
4. Article V Airport, Section 3 Transient Parking Areas is hereby deleted and replaced in its entirety with the following:

Section 3. Transient Parking Areas: No commercial aircraft tie downs are permitted.

- B. In all other respects said Declarations of Covenants, Conditions and Restrictions shall remain the same and shall continue to be in full force and effect and shall not be modified, altered or changed in any respect by this Third Amendment. If there are any discrepancies between this Third Amendment and the Declaration, this Third Amendment shall take precedence.

CERTIFICATION

This Third Amendment is approved by a 2/3rds vote of the Treeport Homeowner's Association members (owners) and approved by the Board of Directors on July 7, 2025.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Third Amendment on this 15th day of January 15, 2026.

Authorized Representative:



Earl W. Longden
Treasurer
Treeport Homeowner's Association, Inc.

State of: Idaho

County of: Kootenai

On this 15 day of January, 2026 before me, the undersigned Notary Public in and for the State of Idaho, personally appeared **Earl W Longden** known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same, and did so in his authorized capacity as **Treasurer of Treeport Homeowner's Association, Inc.**

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

NOTARY PUBLIC


My Commission Expires: 1/29/2031