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AT THE REQUEST OF  
*Lukins & Annis*

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**SECOND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**HARBOR VIEW ESTATES  
KOOTENAI COUNTY, IDAHO**

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**SECOND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

**HARBOR VIEW ESTATES  
KOOTENAI COUNTY, IDAHO**

*THIS SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS* ("Restated Declaration" or "Second Restated Declaration"), is made and effective on the date hereinafter set forth, by and on behalf of all Owners of Lots within that certain residential subdivision, located in Kootenai County, State of Idaho, commonly known as "Harbor View Estates" (herein the "Property" or the "Project"), with reference to the following facts:

A. The Project comprises many residential Lots and various Common Properties, located on approximately 180 acres, described in various plattings of the Project. The Project is more particularly described as follows:

HARBOR VIEW ESTATES, according to the Plat thereof, recorded in Book F of Plats, Page 152, Kootenai County;

HARBOR VIEW ESTATES (Replat of Lots 1-4, Block 2), according to the Plat thereof, recorded in Book F of Plats, Page 387;

HARBOR VIEW ESTATES (Replat of Lots 8-9, Block 2), according to the Plat thereof, recorded in Book F of Plats, Page 357;

HARBOR VIEW ESTATES (Replat of Lots 16-19, Block 1), according to the Plat thereof, recorded in Book F of Plats, Page 387;

HARBOR VIEW ESTATES (Replat of Lots 27-29, Block 1), according to the Plat thereof, recorded in Book F of Plats, Page 359;

HARBOR VIEW ESTATES (Replat of Lots 35-39, Block 2), according to the Plat thereof, recorded in Book F of Plats, Page 342; AND

HARBOR VIEW ESTATES PHASE II, according to the Plat thereof, recorded in Book F of Plats, Page 388.

B. Until the recordation of this Second Restatement, the Project has been governed by the following instruments (referred to herein as the "Prior Documents"):

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Declaration of Restrictions and Protective Covenants for Harbor View Estates Subdivision, dated April 24, 1985, and recorded April 25, 1985, as Document No. 1006232, Records of Kootenai County, Idaho;

Amendment to Declaration of Restrictions and Protective Covenants for Harbor View Estates Subdivision, dated June 13, 1986, and recorded June 24, 1986, as Document No. 1049182, Records of Kootenai County, Idaho;

Amendment to Declaration of Restrictions and Protective Covenants for Harbor View Estates Subdivision, dated August 17, 1992, and recorded August 18, 1992, as Document No. 1270710, Records of Kootenai County, Idaho;

1994 Amendment to Declaration of Restrictions and Protective Covenants for Harbor View Estates Subdivision, dated October 14, 1994, and recorded October 14, 1994, as Document No. 1373777, Records of Kootenai County, Idaho;

1995 Amendment to Declaration of Reservations (sic) and Protective Covenants for Harbor View Estates Subdivision, dated June 21, 1995, and recorded June 26, 1995, as Document No. 1403204, Records of Kootenai County, Idaho;

1995-A Amendment to Declaration of Reservations (sic) and Protective Covenants for Harbor View Estates Subdivision, dated October 17, 1995, and recorded February 2, 1996, as Document No. 1432625, Records of Kootenai County, Idaho;

1996 Amendment to Declaration of Reservations (sic) and Protective Covenants for Harbor View Estates Subdivision, dated November 12, 1996, and recorded November 22, 1996, as Document No. 1470687, Records of Kootenai County, Idaho;

A prior Restated Declaration of Covenants, Conditions, and Restrictions, adopted May 25, 1999, and recorded May 26, 1999, as Document No. 1590785, Records of Kootenai County, Idaho;

Bylaws of Harbor View Estates Homeowner's Association, dated April 30, 1985, and recorded May 2, 1985, as Document No. 1006897, Records of Kootenai County, Idaho;

Amendment to Bylaws of Harbor View Estates Homeowner's Association, Inc., dated December 27, 1994, recorded January 4, 1995, as Document No. 1383422, and re-recorded October 12, 1995, as Document No. 1417758, Records of Kootenai County, Idaho;

C. The Owners of the Lots within the Project, according to the rights reserved in the Prior Documents, have determined to amend the Prior Documents, partly to clean the record, and partly to reflect more accurately the operations of the Project and the desires of the Members of the Association. Accordingly, this Second Restated Declaration has been adopted.

UPON RECORDATION OF THIS RESTATED DECLARATION, EACH OF THE PRIOR DOCUMENTS SHALL BE DEEMED SUPERSEDED IN ITS ENTIRETY, AND SHALL BE OF NO FURTHER FORCE OR EFFECT, THE OWNERS INTENDING THAT THE OPERATION AND ADMINISTRATION OF THE PROJECT SHALL, FROM THE DATE OF RECORDATION, BE GOVERNED ENTIRELY BY THIS RESTATED DECLARATION AND THE OTHER PROJECT DOCUMENTS AS IDENTIFIED HEREIN.

D. In addition to ownership of individual Lots, the Owners, present and future, shall hold a membership in the Harbor View Estates Homeowner's Association, Inc., an Idaho non-profit association, which Association owns, operates, and maintains (or has rights to use, operate and maintain), certain property within or adjacent to the Project, including without limitation the Park Areas, the Roadway System, the Water System, the Sewer System, and the Storm Water System, all of which are referred to herein as the Common Properties. The Common Properties shall be operated and maintained for the benefit of the Owners of all Lots within the Property.

E. The Owners intend by this document to impose upon the Property described herein, mutually beneficial restrictions under a general plan of operation, for the benefit of all of the Lots and the Owners thereof.

F. The Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the operation and administration of the Property as a residential community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon all parties having or acquiring any right, title, or interest in or to any part of the Property.

## **ARTICLE I. DEFINITIONS**

1.1 **"Architectural Review Committee" or "ARC"** shall mean the Architectural Review Committee described in Article 4 of this Restated Declaration.

1.2 **"Articles"** shall mean the Articles of Incorporation of the Association, as amended from time to time. As of the date of this Restated Declaration, the term "Articles" shall refer to the Restated Articles of Incorporation of the Association, previously adopted.

1.3 **"Assessment"** shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring and managing the Common Properties, and of managing and administering the Association, which is to be paid by the Lot Owners as determined by the

Association under this Restated Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Restated Declaration.

1.4 **“Association”** shall mean Harbor View Estates Homeowner’s Association, Inc., an Idaho nonprofit corporation, formed in conjunction with the original subdivision of the Project, the Members of which are the Owners of Lots within the Property as provided herein.

1.5 **“Board” or “Board of Directors”** shall mean the Board of Directors of the Association, as it shall be constituted from time to time.

1.6 **“Bylaws”** shall mean the Bylaws of the Association as restated or amended from time to time. As of the date of this Restated Declaration, the term “Bylaws” shall refer to the Restated Bylaws of the Association, previously adopted.

1.7 **“Common Properties”** shall mean all real and personal property and property rights and community systems owned and operated by (or to be owned and operated by) the Association according to this Restated Declaration (e.g., the Park Areas, the Roadway System, the Water System, the Sewer System, and the Storm Water System). The term “Common Properties” shall also include any additional property or property rights obtained by the Association in the future.

1.8 **“Common Expenses”** shall mean the actual and estimated expenses of: (a) acquisition, maintenance, improvement, repair, operation, management, and replacement of the Common Properties; (b) administration of the Association; (c) any reasonable reserve for such purposes as determined by the Board; and (d) all sums designated Common Expenses by or pursuant to the Project Documents.

1.9 **“HVE, Inc.”** shall mean Harbor View Estates, Inc., the original developer of the Project and the declarant under the Prior Documents described in the Recitals above.

1.10 **“Lot”** shall mean any of the separate residential parcels within the Project, as designated on the Plat, but excluding there from the Common Properties.

1.11 **“Member”** shall mean a member of the Association, as defined in the Articles and Bylaws of the Association.

1.12 **“Mortgage”** includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.

1.13 **“Mortgagee”** includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a security interest in any Lot.

1.14 **“Mortgagor”** includes a mortgagor, the grantor of a deed of trust, real estate contract vendee, or other person granting a security interest in any Lot.

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1.15 **“Off-Site Members”** shall mean those owners of property outside the boundaries of the Project, whose properties have been or shall be granted rights to use the Roadway System and/or one or more of the Utility Systems described herein, and who shall therefore be entitled to limited membership in and liable for certain Assessments to the Association.

1.16 **“Owner” or “Owners”** shall mean the record holder or holders of title to a Lot within the Property. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the “Owner.”

1.17 **“Park Areas”** shall mean those portions of the Project that are not intended for residential construction, but which are reserved and dedicated as open areas on the Plat or otherwise to the use and enjoyment of all Owners of Lots within the Project. The Park Areas are deemed part of the Common Properties.

1.18 **“Person”** shall mean any natural person, corporation, partnership, association, trustee, or other legal entity.

1.19 **“Plat”** shall refer to any recorded plat for any portion of “Harbor View Estates”, as amended or supplemented from time to time (and collectively shall refer to all such plats).

1.20 **“Project Documents”** shall mean this Restated Declaration, the Plat, and the Articles and Bylaws of the Association, as each shall be amended from time to time.

1.21 **“Property” or “Project”** shall mean the entire real property covered by this Restated Declaration.

1.22 **“Restated Declaration” or “Second Restated Declaration”** shall mean this Second Restated Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time. This Restated Declaration is intended to and shall, upon recordation, supersede all Prior Documents identified in the Recitals above.

1.23 **“Roadway System”** shall mean the roadways running throughout the Project, together with the entry gate and security facilities. The Roadway System is deemed part of the Common Properties.

1.24 **“Sewer System”** shall mean the system of collection lines, pumps, motors, and other equipment used to collect and transport sewage and other wastewater from the individual Lots (and from other properties outside the Project for which the Association may provide sewer service from time to time) to the municipal treatment facility operated by the Kidd Island Bay Sewer and Water District. The Sewer System is one of the Utility Systems and is deemed part of the Common Properties.

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1.25 **“Storm Water System”** shall mean the system of swales, drainage lines, culverts, catch basins, pumps, reservoirs, pipes, and other facilities used to collect, store, and dispose of storm and other surface water within the Project. The Storm Water System is one of the Utility Systems and is deemed part of the Common Properties.

1.26 **“Utility Systems”** is a collective term, including the Water System, the Sewer System, the Storm Water System, and any other utility systems for which the Association may have operation and maintenance responsibility under this Restated Declaration, or for which such responsibilities may be assumed or undertaken in the future. The Utility Systems shall be operated by the Association according to the rights and easements reserved in this Restated Declaration (as part of the Common Properties), with the expectation that the Utility Systems will eventually be transferred to the Association under Article 13, below. The Utility Systems shall exclude, however, the individual water, sewer, and other utility lines and services to each Lot (or other off-site property), which individual lines and services shall be the property of and operated and maintained by and at the expense of the individual Lot Owners or Off-Site Owners.

1.27 **“Water System”** shall mean the system of pumps, reservoirs, delivery lines, and other equipment used to pump domestic water from Coeur d’Alene Lake (or any alternative source utilized in the future), and to store, treat, and transport such water to the individual Lots (and to other properties outside the Project to which the Association may provide water service from time to time). The Water System is one of the Utility Systems and is deemed part of the Common Properties.

## ARTICLE II.

### **ASSOCIATION ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS**

2.1 **Organization of Association.** The Association is incorporated under the name of Harbor View Estates Homeowner’s Association, Inc., and is a nonprofit corporation under the Idaho Nonprofit Corporation Act.

2.2 **Duties and Powers.** The duties and powers of the Association are those set forth in this Restated Declaration, and in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Idaho may lawfully do and which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Restated Declaration, the Articles and Bylaws. In that this Restated Declaration relates to a Project that has been in existence for several years, the Association and the Board shall have special powers to deal with matters which may not ordinarily be deemed within the realm of an owners association. Such powers shall include, without limitation, those special powers described in Article 13, below.

2.3 **Indemnification and Limitation of Liability.** Without limiting the indemnification of Directors as set forth in the Articles and/or Bylaws, each Officer and

Director of the Association, and each member of the Architectural Review Committee (ARC) described in Article 4, below (collectively referred to in this Paragraph as the "Protected Agents"), shall be indemnified by the Association and the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said Protected Agent may be a party or in which said Protected Agent may become involved, by reason of being or having been an Officer, Director, or ARC Member, or any settlement thereof, whether or not said person is an Officer, Director, or ARC Member at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ARC approves such settlement and reimbursement as being in the best interest of the Association or the Owners.

Further, no such Protected Agent shall be personally liable to any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of any act or omission of the Association, the ARC, any such Protected Agent, or any manager or other representative or employee of the Association, provided that such Protected Agent, manager, representative, or employee has, upon the basis of such information as was available at the time, acted in good faith without willful or intentional misconduct.

**2.4 Membership.** The Owner of a Lot shall automatically, upon becoming the Owner of that Lot, be a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

Additionally, limited membership privileges may be recognized pursuant to Paragraph 2.6 and Article 13 of this Restated Declaration.

**2.5 Membership Transferability.** Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his or her name to the purchaser of his or her Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

**2.6 Classes of Membership: Voting Requirements.** Within the Project, the Association shall have one (1) class of voting membership established according to the Articles, with one (1) vote being allocated to each Lot. However, pursuant to Article 13, the Board shall have the right to recognize limited rights of membership to Off-Site Members, in accordance with this Restated Declaration and the other Project Documents.

2.7 **Membership Meetings.** Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

2.8 **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The Board of Directors is responsible for enforcing compliance with the Project Documents.

2.9 **Use of Agent.** The Board of Directors, on behalf of the Association, may contract with a professional management agent to provide administration services to the Association, such as arrangement for maintenance and repair of the Common Properties, and coordination of other activities on behalf of the Association, as may be determined by the Board, subject to such limitations as may be set forth in the Bylaws.

### **ARTICLE III. RIGHTS IN COMMON PROPERTIES**

3.1 **Common Properties.** As described in the Definitions above, the Common Properties shall include all real and personal property and property rights and community systems owned and operated by (or to be owned and operated by) the Association according to this Restated Declaration (e.g., the Park Areas, the Roadway System, and the Utility Systems), and any additional property or property rights obtained by the Association in the future. All components of the Common Properties shall be operated and maintained for the benefit of the Owners of all Lots.

As of the date of this Restated Declaration, some or all of the Common Properties are still owned by Harbor View Estates, Inc. ("HVE, Inc."), being the original developer of the Project. The intent of the Association is to have ownership of such Common Properties eventually transferred by HVE, Inc., to the Association, according to terms and conditions negotiated under Article 13, below.

The membership of the Association shall have the exclusive right to use all parts of the Common Properties in accordance with the purposes for which they are intended, subject to such fees, charges, rules, regulations, and restrictions as may be imposed by the Board from time to time (including, without limitation in the case of the Roadway System, seasonal load limits), and also subject to use by Off-Site Members according to arrangements entered into or otherwise approved by the Board pursuant to Article 13, below. No Owner or Off-Site Member shall have the right to assign benefits of any of the Common Properties to any other property or property owner.

3.2 **Subdivision and Partition Prohibited.** No Owner shall bring any action for partition or division of any part of any Lot or the Common Properties (it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the

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operation and management of the Project); provided, however, that a Lot Owner may bring an action for partition by sale of a Lot and division of the proceeds thereof.

**3.3 Damage by Member.** Each Member, including off-site Members, shall be liable to the Association for any damage to the Common Properties, if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper installation or maintenance of any improvement by the Member, or by any tenant, guest, or other invitee of the Member, including contractors. The Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the person for whom the Member may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Lot and may be enforced as provided hereby for the enforcement of other Assessments.

#### **ARTICLE IV. LOT IMPROVEMENT AND ALTERATION CONTROL**

**4.1 Approval of Improvements and Alterations.** No improvement or alteration to a Lot, or to existing improvements, shall be made unless and until the same has been approved in writing by the Board or by an Architectural Review Committee (ARC) appointed by the Board as provided in this Article. Lot Owners are responsible for requesting and obtaining said approval prior to commencement of any Lot improvement or alteration. Lot improvements or alterations made without the required approval are subject to removal or Lot restoration at the Lot Owner's expense.

This approval process has been established to encourage design excellence in site planning and architecture in an effort to protect property values by preserving the prestigious character of the Project without unduly inhibiting freedom of individual expression. The Board/ARC shall exercise reasonable judgment during review of requests, giving due consideration to the interests of both the Lot Owner and the Association as a whole.

Exceptions not requiring approval are:

- a. Temporary improvements or alterations which are restored to the Lot's original condition within 30 days.
- b. Removal of weeds, debris, snow or dead trees.
- c. Minor alterations to previously approved landscaping.
- d. Repainting a structure or fence the same color as previously approved.

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e. Restoring a damaged structure, improvement or landscaping to its previously approved condition.

**4.2 Architectural Review Committee.** If an Architectural Review Committee (ARC) is to be appointed, all members thereof shall be appointed by the Board. There shall be not less than three (3) or more than five (5) members of the ARC, as determined by the Board. Unless and until an ARC is appointed, the functions of the ARC shall be undertaken by the Board. All decisions with respect to Lot improvement or alteration shall be decided by a majority vote of the Board or the ARC, except as otherwise provided herein.

The members of the ARC shall receive no compensation for services rendered, other than reimbursement for authorized expenses incurred by them in the performance of their duties hereunder. Neither the ARC nor any member of the ARC shall be liable for damages or otherwise for decisions made in good faith pursuant to the authority granted in this Article.

**4.3 Development Plans and Approval.** Plans and specifications and/or other descriptive documentation showing the nature, kind, shape, color, size, height, materials and location of proposed Lot improvements or alterations, together with detailed grading and landscaping plans, shall be submitted to the Board or the ARC for approval as to design, as to location, and as to harmony with the balance of the Project. No such application shall be deemed received until documentation is actually received by the Board or the ARC (evidenced by a signed receipt).

The Board or ARC shall consider and act upon any and all requests for Lot improvements or alterations submitted for its approval under this Article within 30 days; however, failure to act within this time period shall not be deemed as approval. The ARC shall perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with approved plans. No Owner application submitted pursuant to this Article shall be deemed approved, unless approved in writing by the Board or the ARC, as applicable.

Upon the making of a decision by the ARC with respect to a particular application (where an ARC is in existence), the substance of the decision shall be reported in writing to the Board for its information, within ten (10) days following the date on which the decision shall have been made.

**4.4 Basic Architectural Restrictions.** The following basic architectural conditions and restrictions shall apply to all Lot improvements and alterations:

a. Location: Location and orientation of buildings and structures on a Lot shall minimize view obstruction for other Lots and be as unobtrusive as possible to neighbors as well as to the community.

b. Preservation: The natural state of a Lot with respect to topography, ground cover, shrubbery and trees shall be preserved as much as possible. Buildings

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shall conform to the natural topography of the Lot. Grading shall be done with a minimum of disruption to the site. Extensive grading requires a grading plan and a plan for subsequent landscaping of disturbed areas, both subject to Board or ARC approval.

c. Appearance: Garish and unusual architecture or materials in strong contrast to other buildings within the Project are not acceptable. Exterior colors shall be in harmony with neighboring properties.

d. Construction Type: Buildings must be of conventional build-on-site construction. Prefabricated, modular or mobile homes are prohibited.

e. Plan Submittal: Plans for the primary residence must be submitted prior to or together with plans for any secondary structures. Exterior construction of the primary residence must be completed prior to completion of other ancillary structures, except for perimeter fencing.

f. Construction Time: Construction must begin within six (6) months after plan approval and shall be completed within twelve (12) months after commencing construction, unless completion is rendered impossible or would result in great financial hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces of nature beyond the reasonable control of the Owner or its agents. Landscaping must be installed within six (6) months after completion of the primary residence. Items not completed within these time frames must be resubmitted for approval.

g. Height: Buildings shall not exceed thirty-six (36) feet in height, as measured vertically from the lowest point of the exposed foundation to the highest point of the roof ridge.

h. Roof: Roof pitch shall be no less than six (6) and twelve (12). Roofing materials shall be wood shingle, composition, or tile unless otherwise approved by the Board or ARC.

i. Size: The primary residence shall have at least two thousand (2,000) square feet of living area on the main floor, excluding garage, porch, patio, basement and ancillary buildings.

j. Garage: Each residence must provide enclosed garage parking for at least two (2) automobiles.

k. Setbacks: No building or any part thereof, including garages, porches, patios and ancillary structures, shall be erected on any Lot closer than seventy-five (75) feet to the front street Lot line, or closer than fifty (50) feet to either side Lot line, or closer than fifty (50) feet to the rear Lot line, unless specifically approved in writing by the Board or ARC. These setback restrictions shall not apply to Lots 1 through 8,

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Phase II, Block 1 (as recorded in Book F, page 388 in July of 1992), which shall instead be governed by the setback requirements prescribed by Kootenai County.

l. Ancillary Structures: Garages and ancillary structures, such as storage buildings, gazebos, open shelters, dog houses, child play houses, etc., shall be consistent with the primary residence with respect to architectural character, style, materials, colors and finishes, unless screened from view from Common Properties and other Lots year round.

m. Screening Material: Materials used for visual screening, including evergreen shrubs or trees, must be approved by the Board or ARC.

n. Fencing: Perimeter Lot fencing shall not exceed six feet in height on the sides and rear, and four feet in height in the front (street).

o. Antennae: Exterior antennae, reception discs or the like must be approved by the Board or ARC prior to installation.

p. Lights: Exterior lights that illuminate Common Properties or other Lots are prohibited.

q. Tanks: Propane and other storage tanks must be underground or screened from view from Common Properties and other Lots year round.

r. Generators: Emergency electric generators (other than mobile units temporarily brought in for power outages), solar panels or similar ancillary equipment, must be quiet and screened from view from Common Properties and other Lots year round.

**4.5 Supplemental Architectural Restrictions.** In addition to the Basic Architectural Restrictions given in Section 4.4 above, construction and other Lot improvements and alterations shall also be governed by the Supplemental Architectural Restrictions attached hereto as Exhibit A and incorporated herein by this reference. The Board shall have the authority, by unanimous vote, to augment, amend, or otherwise modify such Supplemental Restrictions from time to time; provided that they shall be at all times consistent with the Basic Restrictions, the remaining Project Documents and building restrictions imposed by law. Where an ARC is appointed, supplemental architectural restrictions may be proposed by the ARC, but shall be subject to the unanimous approval of the Board. The Supplemental Restrictions in effect at the time plans are submitted for approval shall apply (recognizing that the Supplemental Restrictions may change from time to time), and not by the Supplemental Restrictions that may be in effect on any earlier date (such as the date the Lot is acquired).

Notwithstanding the normal amendment process for this Restated Declaration, as set forth in Article 12, below, the Supplemental Architectural Restrictions may be amended from time to time by the recordation of a new Exhibit "A", signed and certified by all members

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of the Board, and referencing this Restated Declaration (without requiring a meeting, vote, or other approval of the membership).

**4.6 Variations from Restrictions.** Recognizing that special circumstances may exist with respect to individual Lots, the Board (or the ARC, if applicable) is hereby given the right to grant reasonable variances from the mandatory Basic Architectural Restrictions in Section 4.4 and the Supplemental Architectural Restrictions in Exhibit A; provided that the grant of any such variance shall be unanimously approved by the Board (or the ARC, if applicable). Grounds for granting variances are limited to physical conditions on a Lot that would make compliance impossible or impracticable, and severely difficult special circumstances, in the judgment of the Board and/or the ARC. No variance shall be granted, however, which would materially adversely affect other Lots, Common Properties or the character of the neighborhood.

**4.7 Appeals.** If a request for Lot improvement or alteration is disapproved by the ARC, the requestor may appeal the decision to the Board, either in writing or by raising the issue in person at a regular Board meeting. The Board shall duly consider the requestor's argument and promptly render a decision in writing. If the Board renders a decision that is unsatisfactory to the requestor, he/she may request a review of that decision by the Association Members in accordance with the procedure given in Article 14, "General Provisions", Section 14.3.

## **ARTICLE V. REPAIR AND MAINTENANCE**

**5.1 Repair and Maintenance Rights and Duties of Association.** The Association shall operate, maintain, repair and replace the Common Properties and facilities thereon, or shall contract for such operation, maintenance, repair and replacement to assure maintenance of the Common Properties and facilities thereon in good condition, reasonable wear and tear excepted. In the case of the Storm Water System, the Board shall have the right to delegate responsibility for portions thereof to the Owners of Lots on which such portions may be located (e.g., maintenance of grassy swales).

The Association shall have no obligation to maintain any Lot or improvements on any Lot. However, in the event an Owner fails to maintain his or her Lot or improvements thereon (including without limitation, water, sewer, or other utility facilities or services located thereon) as provided herein in a manner which the Board deems necessary to preserve the appearance and value of the Property, or to protect the health of the Owners or the public, the Board may notify the Owner of the work required and demand it be done within sixty (60) days from the giving of such notice (or within such shorter time as may be appropriate in the case of an emergency). In the event the Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner, and, if necessary, lien his or her Lot for the amount thereof.

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5.2 **Repair and Maintenance Rights and Duties of Owners.** Each Lot Owner shall at his or her sole cost and expense maintain and repair his or her Lot and all improvements thereon, in good condition so as to be consistent with the balance of the Project, in the judgment of the Board. As part of this obligation, each Lot Owner shall be responsible for control of all noxious weeds to prevent spread. Without limiting the generality of the foregoing, each Lot Owner shall be responsible for maintaining and repairing any water, sewer, and other utility facilities and services located within the subject Lot, subject to the right of the Association to provide such maintenance or repair under Paragraph 5.1, in the case where the Owner fails to perform such maintenance or repair.

**ARTICLE VI.**  
**ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS**

6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot is hereby deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein:

- a. Regular Assessments;
- b. Extraordinary Assessments; and
- c. Special Assessments.

All Assessments, together with interest, costs, penalties and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made, the lien to become effective upon recordation of a Notice of Assessment Lien. Each such Assessment, together with interest, costs, penalties and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Properties or by the abandonment of his or her Lot.

6.2 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to provide utility services and social and recreational opportunities for Owners of Lots within the Project, to promote the health, safety and welfare of all the Owners of Lots in the Project, and to improve and maintain the Common Properties for the common good of the Project.

6.3 **Regular Assessments.** The Board shall determine and fix the amount of the maximum annual Regular Assessment for the entire Project at least sixty (60) days in advance of the start of each fiscal year. Regular Assessments shall be collected and used to pay the usual and ordinary Common Expenses contemplated by the Association budget. The Regular Assessments shall also include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Properties which must be replaced on a periodic basis.

**6.4 Extraordinary Assessments.** In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary 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 Properties, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated Regular Assessment; provided, however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed five percent (5%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of a majority of the total voting power of the Association.

**6.5 Special Assessments.** In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against a Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents, including interest, penal-ties, actual attorneys' fees and costs.

**6.6 Allocation of Assessments.** Each Lot shall bear an equal share of each aggregate Regular and Extraordinary Assessment, subject, however, to the following:

a. The Board may, in its discretion, adopt separate assessment structures for improved Lots versus unimproved Lots, which shall, to the extent practicable, reasonably reflect the relative benefits and burdens on the different classifications of Lots;

b. The Board may, in its discretion, negotiate other assessment arrangements with Owners having unusual circumstances, as in cases where an Owner may own multiple Lots, and such a special arrangement is necessary, in the judgment of the Board, to encourage sale and development of the Lots in an orderly and expeditious manner; and

c. The Board may, in its discretion, make other assessment arrangements according to the rights reserved to the Board under Article 13, below, as in the case of Off-Site Members having limited rights in the Common Properties.

**6.7 Due Dates of Assessments.** Regular Assessments attributable to any calendar month shall be due and payable by the fifth (5th) day of such calendar month. No notice of Regular Assessments shall be required other than an annual notice setting forth the amount of the Assessment for the following year (If, however, the Board determines to mail notices of Regular Assessments, the notices for each monthly payment shall be mailed prior to the end of the preceding calendar month).

Extraordinary and Special Assessments shall be due and payable within thirty (30) days of notice to the Lot Owners of the Assessment.

**6.8 Transfer of Lot by Sale or Foreclosure.** The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot from any liability there for, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Paragraph shall be deemed to be Common Expenses collectible from all of the Lots, including the Lot for which the lien was extinguished.

In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter for his or her share of the Common Expenses (and for his or her obligation for individual Special Assessments) up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee there -for. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

**6.9 Enforcement of Assessment Obligation; Priorities; Discipline.** If any part of any Assessment is not paid by the due date, an automatic late charge equal to five percent (5%) of the Assessment (but not less than \$10) shall be added to and collected with the Assessment. Additionally, if any part of any Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment (including the late charge) shall thereafter bear interest until paid at such rate as may be determined by the Board, not to exceed eighteen percent (18%) per annum. Each unpaid Assessment, whether Regular, Extraordinary or Special, shall constitute a lien on each respective Lot prior and superior to all other liens recorded subsequent to the recordation of the Notice of Assessment Lien, except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; or (b) labor or material men's liens arising under Idaho law (timely and duly filed) if the legal effective date is prior to the recording of the Notice of Assessment Lien.

Such lien, when delinquent, may be enforced by sale by the Association (acting through the Board), its attorney or other person authorized by this Restate-d Declaration or by law to make the sale, after failure of the Owner to pay such Assessment, in accordance with the provisions of Idaho law applicable to the exercise of powers of sale in deeds of trust (with the Board having the right and authority to appoint an independent trustee by recorded instrument), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. During any such foreclosure proceeding, the foreclosing party shall be entitled to the appointment of a

receiver to collect any rent becoming due with respect to the subject Lot. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, encumber and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent, interest, costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. Additionally, the Board shall have the power to impose temporary suspensions of an Owner's rights as a Member of the Association for nonpayment of Assessments (including, for example, suspension of voting rights and/or suspension of benefits or use of the Common Properties), after notice and hearing according to the Bylaws.

**6.10 Payment of Taxes Assessed Against Common Properties.** If any taxes are assessed against the Common Properties or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under this Article, and, if necessary, an Extraordinary Assessment may be levied against the Lots in an amount equal to said taxes (regardless of the limitation on Extraordinary Assessments set forth in Paragraph 6.4 above).

## **ARTICLE VII. EASEMENTS AND UTILITIES**

**7.1 Common Properties Easements.** There are hereby created, for the benefit of all Owners and their successors-in-interest and assigns, and for the benefit of the Association, easements over the entire Property for the operation, maintenance, repair and replacement of those portions of the Common Properties which may not be owned in fee by the Association (such as areas in which or over which components the Utility Systems may run), and all facilities thereon, consistent with its intended purposes. All utility lines and equipment, whether part of the Utility Systems or otherwise, shall be installed underground, except as may be otherwise required by regulations governing the specific utility service.

Further, the Owners shall have, for the benefit of themselves and their successors, assigns, family members, guests, and invitees, easements for the use, benefit, and enjoyment of all portions of the Common Properties as are intended for use by such persons (e.g., the Roadway System and the Park Areas).

**7.2 Encroachment and Utility Easements.** Each Lot is hereby declared to have an easement over each other Lot and the Common Properties for the purpose of accommodating minor encroachments due to engineering errors, errors in original construction, settlement or shifting of any improvement, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that no valid easement for encroachment shall be created in favor of an Owner or Owners if said encroachment occurred due to the gross negligence or willful misconduct of said Owner or Owners.

The Association shall also have easements over and under the entire Property (together with the right to grant, transfer and relocate the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, television and other utility lines and services, as may be deemed appropriate to service the Property; provided that all such utility services shall be installed underground, except as may be otherwise required by regulations governing the specific utility service.

**7.3 Utility Services.** Each Owner shall make all arrangements for and pay directly for all utilities and services furnished to or used by such Owner, including without limitation, gas, electricity, garbage collection, telephone service, and television receiving; provided that water and sewer service shall be provided through the Utility Systems operated by the Association, with the cost thereof being collected through Assessments by the Association as provided herein.

## **ARTICLE VIII. USE RESTRICTIONS**

**8.1 Use of Individual Lots.** Lots shall be used only for single family residential purposes by the Owner and his or her family, or by a single-family tenant. No cattle, pigs, goats, poultry, horses, or other livestock or animals shall be raised or maintained on any Lot; provided that domestic cats, dogs, birds and/or indoor pets of the customary household variety may be kept as pets, but not for commercial purposes. The right to keep dogs shall be further conditioned by a requirement that they be kept leashed or within an enclosed area within the Owner's Lot at all times, and that barking or other behavior not become a nuisance to others within the Project in the opinion of the Board.

**8.2 Limited Commercial Use:** No Lot may be used for commercial or other non-residential purposes at any time, except according to the following terms and conditions:

- a. Any commercial or other non-residential use must be approved unanimously by the Board;
- b. Any commercial or other non-residential use must comply with all requirements of any governmental or quasi-governmental agency having jurisdiction over the Project;
- c. The proposed use shall not be apparent from other Lots, the Roadway System, the Park Areas, or the public right of way (e.g., by signage or advertising, increased traffic flow through the Project, or increased parking in the Roadway System);
- d. Once granted, permission for such use may be revoked by a majority of the Board, upon a good faith determination that the actual use either violates the letter or spirit of this Paragraph, or otherwise is deemed inconsistent with the residential character of the Project.

**8.3 Lot Maintenance.** Each Lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat and orderly condition and in good repair at all times. All debris, rubbish, trash and garbage shall be regularly removed from all Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept, except in sanitary containers which shall be kept screened and concealed from the view of other Lots, the Roadway System, the Park Areas, and any public right of way. During any period prior to the commencement of construction, Lots shall nevertheless be maintained in good condition, and weeds and debris shall not be allowed to accumulate. A burn permit shall be obtained from the local fire authority prior to any burning activity, as required by law. Fires must be attended at all times.

**8.4 Nuisances.** No noxious, illegal, or offensive activities shall be carried on within any Lot; nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the other Owners of their respective Lots.

**8.5 Vehicle and Equipment Restrictions.** No vehicle, vessel, trailer or equipment of any kind shall be stored or permitted to remain upon any Lot, other than temporarily (as defined in the parking restrictions of Section 8.6 below) unless placed or maintained within an enclosed garage, storage building or otherwise screened from view from other Lots, the Common Properties, and any public right of way. No noisy motor vehicle or unlicensed motor vehicle shall be operated upon the Property and no vehicle of any kind shall be operated on any of the common areas other than on designated roads and parking areas, except for such vehicles approved by the Board.

**8.6 Parking Restrictions.** No vehicle shall be parked for more than twelve (12) hours within the Roadway System or other parts of the Common Properties. No vehicle shall be parked for more than one (1) week on any private Lot unless in an enclosed garage or otherwise screened from view. The Board, upon request, may approve in writing longer term temporary parking within the Roadway System, Common Properties and on private Lots for guest parking or other special circumstances. No vehicle shall be parked at any time in a way that impedes or blocks access to a driveway, the Roadway System or Park Areas.

**8.7 Signs.** No signs shall be displayed to the public view on any Lot, except such signs as may be approved in writing by the Board. This restriction shall not apply to "For Sale" or "For Rent" signs, which shall be allowed provided they are of customary size and placement.

**8.8 Yard Ornaments.** Yard ornaments, outdoor decorations or other appurtenances in public view shall be unobtrusive, in good taste and in harmony with the prestigious character of the neighborhood.

**ARTICLE IX.  
INSURANCE**

**9.1 Duty to Obtain Insurance:** Types. The following policies of insurance shall be obtained and maintained:

a. **Hazard Insurance:** Each Owner shall maintain, with respect to its Lot, and the Association shall maintain, with respect to the Common Properties, hazard insurance covering loss or damage to all parts of such ownership (and contents) in the amount of the full replacement value thereof, providing protection against all direct causes of loss.

b. **Liability Insurance:** The Association, with respect to the Common Properties, shall maintain a comprehensive general liability insurance policy, with policy limits and endorsements deemed appropriate by the Board (but having a combined single limit of liability of not less than \$1,000,000), covering all occurrences within or relating to the operation of the Common Properties.

**9.2 Waiver of Claim Against Association.** As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and the Association, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

**ARTICLE X.  
DESTRUCTION OF IMPROVEMENTS**

**10.1 Restoration of Common Properties.** Except as otherwise provided in this Restated Declaration, in the event of any destruction of any portion of the Common Properties, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Common Properties shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Properties shall be reconstructed or rebuilt substantially in accordance with the original construction plans, unless changes are adopted by the Board or the Architectural Review Committee. If the amount available from the proceeds of such insurance policies for such restoration and repair is not sufficient to cover the entire cost of restoration and repair, the Association shall be authorized to levy an Extraordinary Assessment to collect the deficiency from all Owners and to proceed with the restoration.

**10.2 Restoration of Residential Improvements.** In the event of any destruction of any portion of any residential improvements, it shall be the duty of the Owner, subject to the

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rights of any first mortgagee, to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction and repair of the improvements shall be used for such purpose, unless otherwise provided herein. The improvements shall be reconstructed or rebuilt substantially in accordance with the original construction plans, unless changes are approved by the Board or the Architectural Review Committee. If the amount available from the proceeds of such insurance for such restoration and repair is insufficient, the cash required shall be provided by the Owner.

**ARTICLE XI.**  
**EMINENT DOMAIN**

In the event of any taking of any Lot or portion of the Common Properties in the Project by eminent domain (including actual condemnation or sale under threat of condemnation), the Owner of such Lot (or the Association, in the case of the Common Properties) shall be entitled to receive the award for such taking (subject to the rights of any mortgagee thereof), and after acceptance thereof, he or she and his or her mortgagee(s) shall be divested of all interest in the Project if such Owner shall vacate his or her Lot as a result of such taking. The remaining portion of the Project shall be resurveyed, if necessary, and this Restated Declaration shall be amended to reflect such taking. In the event of a taking by eminent domain of more than one Lot at the same time, the Board may participate in the negotiations, and may propose the method of division of the proceeds of condemnation, where Lots are not valued separately by the condemning authority or by the court. In the event any Lot Owner or first mortgagee disagrees with the proposed allocation, he or she may have the matter submitted to arbitration under the rules of the American Arbitration Association.

**ARTICLE XII.**  
**DURATION AND AMENDMENT**

**12.1 Duration.** This Restated Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Restated Declaration as set forth in Paragraph 12.2.

**12.2 Amendment.** Notice of the subject matter of a proposed amendment to this Restated Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an Owner at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Lot Owners representing at least two-thirds (2/3) of the total allocated votes in the Association; provided, however, that the specified percentage of the voting power necessary to amend a specific provision of this Restated Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under that provision; and provided further that Exhibit "A" to this Restated Declaration, being the Supplemental Architectural Restrictions

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for the Project, may be amended by the Board (and without the vote or approval of the membership) according to the special provisions set forth in Article 4, above.

A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Lots have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact; provided that amendments to Exhibit "A" shall be signed by all members of the Board of Directors. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years.

### **ARTICLE XIII. SPECIAL BOARD POWERS**

In recognition that the Project has been in existence for several years, that the original declarant, being an Idaho corporation known as Harbor View Estates, Inc. ("HVE, Inc."), still retains certain ownership rights and responsibilities with respect to some Lots and some or all of the Common Properties, and that certain rights and benefits in the Common Properties have been extended to owners of property not within the boundaries of the project ("Off-Site Members"), the Board shall have special powers to deal with special circumstances relating to HVE, Inc., Off-Site Members, and other third parties on matters of importance and concern to the Association, including without limitation, the following powers:

13.1 The power to negotiate contracts with Off-Site Members, for the providing of rights to the use and benefit of the Common Properties (or some of the Common Properties); provided that the extension of such rights shall not reduce or impair the rights and/or utility capacity available to Owners of Lots within the Project. The power to negotiate such contracts shall include the power to confer limited membership and voting rights in the Association to the Off-Site Members. However, the voting rights of Off-Site Members shall be limited to matters directly relating to the use, operation, maintenance, repair, and replacement of any Common Properties benefiting such Off-Site Members; Off-Site Members shall have no rights to vote for Directors, amendments to the Project Documents, or Assessments (other than Assessments relating directly to the subject Common Properties, in cases where the vote of the membership is required);

13.2 The power to levy and collect hook-up fees and periodic charges from the Off-Site Members who may utilize one or more components of the Common Properties, according to a schedule of charges adopted by the Board from time to time, and to enforce, by all necessary and legal means, the collection of such charges. Such schedule of charges shall fairly reflect the value of connection to Association services, and a fair allocation of operation and maintenance expenses relating to such services;

13.3 The power to negotiate the timing and terms of acceptance of ownership rights and obligations for the Common Properties from HVE, Inc.; and

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13.4 The power to negotiate with the owners of rights in the dock that is currently located on Lake Coeur d'Alene, adjacent to a Park Area owned by the Association, with respect to the rights in the dock and the payment for utility services provided to the dock by the Association.

By the adoption and recordation of this Restated Declaration, all actions previously taken by the Board on behalf of the Association shall be deemed ratified.

**ARTICLE XIV.**  
**GENERAL PROVISIONS**

**14.1 Enforcement; Association Self-Help.** The Association (acting through the Board), and any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Restated Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

Without limiting the generality of the enforcement rights set forth above, the Board shall have the right to undertake self-help enforcement by having violations of the Project Documents corrected and then charging any cost incurred against the Owner of the offending Lot as a Special Assessment, subject to the following:

- a. The violation shall be of a type that can reasonably be corrected by the expenditure of money and labor, without causing injury to persons or substantial damage to property (e.g., removal of unauthorized property from a Lot);
- b. Except in the case of an emergency, at least thirty (30) days written notice of the violation must be given to the Owner of the subject Lot (by mailing to the address maintained for the Owner in the records of the Association), who shall have such period of time to request a hearing with the Board;
- c. The decision of the Board (following a due process hearing, if requested) to take action shall be unanimous (without regard to a quorum); and
- d. The action shall be taken only if it can be accomplished without a breach of the peace.

For purposes of the self-help remedy, each Owner or other person occupying or using a Lot in any way, by becoming an Owner and/or using such Lot, shall be deemed to have granted an easement over such Lot for the accomplishment of the self-help remedy, and shall also be deemed to have agreed to hold the Board, the Directors, and their agents and representatives, harmless from and against all claims, damages, and liabilities arising out of or in any way relating to the decision of the Board to take self-help action under this Paragraph.

**14.2 Noncompliance with Project Documents.** Monitoring and reporting of noncompliance violations of the Project documents is the responsibility of the Board and all Association Members. The Board may also employ a property manager, or other agent, for monitoring and reporting violations.

If, in the Board's judgment, the nature and degree of a violation is significant, the violating Owner shall be given written notification, referencing the applicable section(s) of the Project Documents. The Owner shall promptly correct the violation or, if the Owner feels the violation notification is unreasonable or unwarranted, he/she shall respond to the violation notification either in writing or in person at the next regular Board meeting. Upon duly considering the Owner's argument, the Board may rescind or affirm the violation notification. If affirmed, the Board shall enforce compliance in accordance with the Special Assessment provisions of Article 6 and Section 14.1 of this document.

Owners who ignore a written notification of violation from the Board for more than thirty (30) days are subject to enforcement of compliance in accordance with the Special Assessment provisions of Article 6 and Section 14.1 of this document.

**14.3 Appeals to Association Membership.** If the Board renders a decision that is unsatisfactory to an Owner, or if an Owner believes the Board is derelict in its duty to reasonably enforce compliance with any provision of the Project documents, an Owner may raise the issue at the next scheduled Association regular meeting or request a Special Meeting of the Association Membership for this purpose in accordance with the provisions of Section 2.6 of the Association Bylaws.

After adequate discussion of the issue, a vote shall be taken. If the vote of a majority of a quorum is in favor of the appealing Owner, either by being present in person or by proxy, the position of the Board shall be overruled. Any Special Assessment fines collected in connection with the issue shall be refunded. Otherwise the position of the Board is final.

**14.4 No Warranty of Enforceability.** While the Owners have no reason to believe that any of the restrictive covenants contained in this Restated Declaration are or may be invalid or unenforceable for any reason or to any extent, no Owner is making any warranty or representation as to the present or future validity or enforce-ability of any such restrictive covenant. Any Owner owning or acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforce-ability thereof and, by owning or acquiring the Lot agrees to hold all other Owners harmless there from.

**14.5 Invalidity of Any Provision.** Should any provision of this Restated Declaration be declared invalid or in conflict with any law of the United States or the State of Idaho, or any local ordinance or regulation, the validity of all other provisions shall remain unaffected and in full force and effect.

**14.6 Conflict of Project Documents.** If there is any conflict among or between the Project Documents, priority shall be given to Project Documents in the following order: this

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Second Restated Declaration, the Plat, the Articles, the Bylaws, and the rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Project Documents which is for the protection of mortgagees shall have priority over any inconsistent provision in that document or in any other Project Document.

**THE CERTIFICATION OF THE DIRECTORS AND OFFICERS OF  
THE ASSOCIATION FOR THE ADOPTION OF THIS SECOND  
RESTATED DECLARATION IS SET FORTH ON THE FOLLOWING  
PAGE.**

1756870

## CERTIFICATION OF ADOPTION OF SECOND RESTATED DECLARATION

The undersigned individuals have executed and shall record this Restated Declaration, on behalf of all Owners of Lots within the Harbor View Estates Project, and on behalf of the Harbor View Estates Homeowner's Association, Inc., being the Association governing such Project, declaring this Restated Declaration as replacing and superseding in their entirety all Prior Documents described in the Recitals above, and further certifying and declaring as follows:

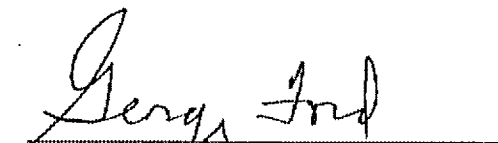
1. That they constitute all Officers and Directors of Harbor View Estates Homeowner's Association, Inc., the non-profit association of Owners of Lots within the Harbor View Estates subdivision; and

2. That, pursuant to written notice delivered to all Members of the Association, setting forth the proposal to amend the previous restated declaration described in the Recitals above, by the adoption of the foregoing Second Restated Declaration, and at a meeting duly called for the Association, held August 7, 2002 (with votes being allowed subsequent to the meeting, by agreement of the members present), the membership voted, by more than the required two-thirds (2/3) majority of the Members, to adopt the foregoing Second Restated Declaration.

DATED: October 8, 2002.

  
\_\_\_\_\_  
MICHAEL C. ANDERSON

  
\_\_\_\_\_  
GERALD LANAHAN

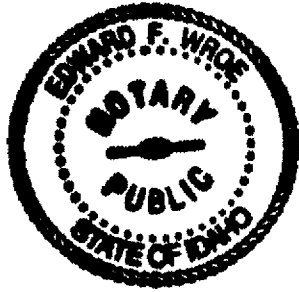
  
\_\_\_\_\_  
GEORGE FORD

1756870

STATE OF IDAHO            )  
  :SS.  
County of Kootenai        )

On this 8<sup>th</sup> day of October, 2002, before me, Edward F. Wroe, a Notary Public in and for the State of Idaho, personally appeared MICHAEL C. ANDERSON, GERALD LANAHAN, and GEORGE FORD, known or identified to me to be the individuals whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Dalton Gardens  
Commission Expires November 22, 2006

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**EXHIBIT "A"**

**SECOND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**HARBOR VIEW ESTATES**

**SUPPLEMENTAL ARCHITECTURAL RESTRICTIONS**

**ARTICLE I**

**INTRODUCTION AND POLICY**

SECTION 1.1. Pursuant to the Second Restated Declaration of Covenants, Conditions, and Restrictions for Harbor View Estates (the "Project"), to which this Exhibit A is attached, these Supplemental Architectural Restrictions, together with the Basic Architectural Restrictions given in Section 4.4 of the Restated Declaration, are adopted to preserve the unique and prestigious identity of the Project and provide continuity of architectural style, materials and colors for all alterations and improvements to be constructed within the community.

SECTION 1.2. In the Restated Declaration, the Board of Directors of the Association has been given the authority to appoint or to function itself as an Architectural Review Committee (ARC). The ARC evaluation and review shall consider building and landscaping design and appearance, effect on other Lot Owners and Common Properties, location of structures with respect to the designated set-back requirements, materials, colors, and other relevant factors. The ARC shall approve those proposed Lot alterations and improvements which comply with these Restrictions and the Restrictions in the Restated Declaration.

ARC members shall be available to meet with Owners and contractors upon request to discuss special issues. They may inspect construction progress from time to time to assure actual compliance with the approved plans and the Restated Declaration. Failure to comply may result in imposition of Special Assessments as described in Articles 6 and 14 of the Restated Declaration.

**ARTICLE II**

**SUBMITTALS**

SECTION 2.1. As defined in the Restated Declaration, each Owner must procure Board or ARC approval of plans for new construction, site improvements, and all modifications thereof, prior to beginning construction. To request such approval, an Owner shall prepare a submittal package containing a written description of proposed Lot improvements or alterations, together with the information described herein, to the extent that this information is available or obtainable. Requests containing insufficient information for an adequate review shall be denied.

SECTION 2.2. For major construction projects, it is recommended that submittals be made using preliminary plans to permit preliminary review and evaluation by the ARC prior to the preparation of the final plans. This procedure will often save the Owner expense and delay in the preparation of final working plans.

Final ARC approval must be based on plans and details that thoroughly and accurately reflect the true design, materials and colors of the proposed buildings or other improvements. Building plans must be prepared by an architect or qualified building designer. Any and all changes, modifications or alterations from a previously approved submittal must also be approved in writing by the ARC or the Board.

Although a response from the Board or ARC is due within 30 days from the submittal of a request, if a submittal package is incomplete or insufficient, the Owner may be asked to provide additional information and clarification for adequate review by the ARC. This may extend the time required for approval accordingly. The ARC, the Board, the Association and Harbor View Estates, Inc. shall not be liable for any expense incurred by such delay.

SECTION 2.3. Depending on the scope of a proposed Lot improvement or alteration, the submittal package shall include any or all of the following for the ARC to act on an approval:

- a. A letter to the Board or ARC, signed by the Owner, requesting approval of the proposed Lot improvement or alteration. The letter shall include the names, addresses, and telephone numbers, including 24 hour emergency numbers, of the Owner and contractors, if any. The letter shall include a statement indicating that the Owner and contractors, if any, have read, understand and will abide by Section 4.4 "Basic Architectural Restrictions" and this Exhibit A "Supplemental Architectural Restrictions" of the Harbor View Estates Second Restated Declarations of Covenants, Conditions and Restrictions, latest issue. (Required for all requests)
- b. A complete set of plans and specifications identical to those submitted to the Kootenai County Building Department.
- c. A plot plan (with north arrow) showing location of structure(s) on the Lot, driveways, grading and drainage provisions.
- d. A detailed landscaping plan showing brush and tree removal and new plantings.
- e. Building exterior elevation drawings, with dimensions, of all sides of each structure.

- f. A description, including brochures and photographs, of all exterior materials and finishes (wall, roof, trim, windows, chimney, garage door, etc.). Samples of actual exterior colors, and roof and siding materials.
- g. Plans and descriptions for any secondary or ancillary structures.
- h. Location and visual screening material and color for propane tank, if above ground.
- i. Prior to any construction activity on major projects, the Lot Owner shall provide to the ARC a certificate of liability insurance, issued for the benefit of the Association and naming the Association as an additional insured, having a limited liability of not less than one million dollars (\$1,000,000) as a combined single limit covering death, personal injury and property damage during the course of construction. The certificate shall also indicate that insurance will not be canceled or modified without at least twenty (20) days notice to the Association. In addition, each contractor having employees on the construction site must provide to the ARC, prior to any construction activity, a certificate of workers compensation insurance, issued for the benefit of the Association and naming the Association as an additional insured, having liability in amounts required by Idaho law.

Unusual projects may require additional information for the ARC to determine if the proposed improvements or alterations are consistent with the Basic Architectural Restrictions of the Restated Declaration and these Supplemental Restrictions.

### ARTICLE III

#### CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

In addition to other restrictions set forth in the Restated Declaration, the following restrictions and requirements apply to all construction or Lot alteration activities:

- a. Work hours shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday. Excessive noise (including radios), pets (including dogs), alcohol and drug use on the site are prohibited.
- b. The Lot must be kept clear of construction debris and other wastes. For major projects, a portable chemical toilet is required at the start of construction through completion.
- c. All construction activity shall be contained within the Lot for which the building permit is issued. Placement or storage of dirt, rock, timber, brush, or construction materials on Common Properties or Lots other than the construction Lot is prohibited, unless written permission is obtained from the

Association Board (for Common Properties) or the Owner(s) of the Lot(s) affected.

- d. Access to the construction site shall be only from the street bordering the construction Lot. Trespassing on other Lots without their Owners permission is prohibited.
- e. Metal tracked vehicles are prohibited from operating on paved roadways. Any Common Properties, adjacent Lots, or roads damaged during construction shall be promptly restored to their original condition, at the expense of the construction Lot Owner, to the satisfaction of the ARC.
- f. A small job office may be maintained on the site, but temporary living quarters for workmen or the Owner are not permitted. The job office shall be removed within thirty (30) days after completion of the primary residence. This removal period also applies to portable chemical toilets and trash bins.
- g. Plans and specifications submitted to the Kootenai County Building Department must have final approval prior to commencement of construction.
- h. Driveways are to be based with at least two (2) to three (3) inch diameter crushed rock prior to construction commencement. Any mud or debris tracked onto HVE roadways must be promptly removed.
- i. Water meters shall be Badger brand or compatible with Badger, and each meter shall have a remote readout device installed on the property.
- j. Culverts a minimum of twelve (12) inches in diameter are required under the driveway.
- k. Drainage ditches and shoulders within the road easement fronting the property must be maintained in good order with no obstructions.
- l. Contractor signs no larger than standard real estate signs may be erected only on the construction Lot and must be promptly removed at job completion.
- m. Contractor and construction vehicles must obey HVE posted speed limits and load limits. Any and all damage to roadways or other Common Property, or other Lots, caused by contractor or construction vehicles must be promptly repaired at the expense of the construction lot Owner to the satisfaction of the ARC.
- n. Existing underground utilities must be located and marked prior to any excavation.

**EXHIBIT "A"**

**SECOND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
HARBOR VIEW ESTATES  
SUPPLEMENTAL ARCHITECTURAL RESTRICTIONS**

**ARTICLE I  
INTRODUCTION AND POLICY**

**SECTION 1.1:** Pursuant to the Second Restated Declaration of Covenants, Conditions, and Restrictions for Harbor View Estates (the "Project"), to which this Exhibit A is attached, these Supplemental Architectural Restrictions, together with the Basic Architectural Restrictions given in Section 4.4 of the Restated Declaration, are adopted to preserve the unique and prestigious identity of the Project and provide continuity of architectural style, materials and colors for all alterations and improvements to be constructed within the community.

**SECTION 1.2:** In the Restated Declaration, the Board of Directors of the Association has been given the authority to appoint an Architectural Review Committee (ARC), to contract with a third party to act as the ARC committee, or to function itself as an ARC committee. The ARC evaluation and review shall consider building and landscaping design and appearance, effect on other Lot Owners and Common Properties, location of structures with respect to the designated set-back requirements, materials, colors, and other relevant factors. The ARC shall approve and make recommendations to the Board on those proposed Lot alterations and improvements which comply with these Restrictions and the Restrictions in the Restated Declaration.

ARC members shall be available to meet with Owners and contractors upon request to discuss special issues. The Board or its authorized agent may inspect construction progress from time to time to assure actual compliance with the approved plans and the Restated Declaration. Failure to comply may result in imposition of Special Assessments as described in Articles 6 and 14 of the Restated Declaration.

**ARTICLE II**

**SUBMITTALS**

**SECTION 2.1:** As defined in the Restated Declaration, each Owner must procure ARC review and Board approval of plans for new construction, site improvements, and all

modifications thereof, prior to beginning construction. To request such approval, an Owner shall prepare a submittal package containing a written description of proposed Lot improvements or alterations, together with the information described herein, to the extent that this information is available or obtainable. Requests containing insufficient information for an adequate review shall be denied.

**SECTION 2.2:** For major construction projects, it is recommended that submittals be made using preliminary plans to permit preliminary review and evaluation by the ARC prior to the preparation of the final plans. This procedure will often save the Owner expense and delay in the preparation of final working plans.

Final ARC recommendation and ultimate Board approval must be based on plans and details that thoroughly and accurately reflect the true design, materials and colors of the proposed buildings or other improvements. Building plans must be prepared by an architect or qualified building designer. Any and all changes, modifications or alterations from a previously approved submittal must also be approved in writing by the ARC and the Board.

Although a response from the Board or ARC is due within 30 days from the submittal of a request, if a submittal package is incomplete or insufficient, the Owner may be asked to provide additional information and clarification for adequate review by the ARC. This may extend the time required for approval accordingly. The ARC, the Board, the Harbor View Estates Home Owners Association shall not be liable for any expense incurred by such delay.

**SECTION 2.3:** Depending on the scope of a proposed Lot improvement or alteration, the submittal package shall include any or all of the following for the ARC to act on an approval:

- a. A letter to the ARC, signed by the Owner, requesting approval of the proposed Lot improvement or alteration. The letter shall include the names, addresses, and telephone numbers, including 24 hour emergency numbers, of the Owner and contractors, if any. The letter shall include a statement indicating that the Owner and contractors, if any, have read, understand and will abide by Section 4.4 "Basic Architectural Restrictions" and this Exhibit "A", "Supplemental Architectural Restrictions" of the Harbor View Estates Second Restated Declarations of Covenants, Conditions and Restrictions, latest issue. (Required for all requests)
- b. A complete set of plans and specifications identical to those submitted to the Kootenai County Building Department.

- c. A plot plan (with north arrow) showing location of structure(s) on the Lot, driveways, grading and drainage provisions.
- d. A plan showing brush and tree removal.
- e. Building exterior elevation drawings, with dimensions, of all sides of each structure.
- f. A description, including brochures and photographs, of all exterior materials and finishes (wall, roof, trim, windows, chimney, garage door, etc.). Actual samples are required which show all exterior colors to be used.
- g. Plans and descriptions for any secondary or ancillary structures.
- h. Location and visual screening material and color for propane tank, if above ground.
- i. Prior to any construction activity on major projects, the Lot Owner shall provide to the ARC a certificate of liability insurance, issued for the benefit of the Association and naming the Association as an additional insured, having a limited liability of not less than one million dollars (\$1,000,000) as a combined single limit covering death, personal injury and property damage during the course of construction. The certificate shall also indicate that insurance will not be canceled or modified without at least twenty (20) days notice to the Association. In addition, each contractor having employees on the construction site must provide to the ARC, prior to any construction activity, a certificate of workers compensation insurance, issued for the benefit of the Association and naming the Association as an additional insured, having liability in amounts required by Idaho law.
- j. Before construction commences, it is mandatory that the Lot owner/Contractor post a \$2500.00 deposit with the Harbor View Estates Homeowner Association. This money will be held on deposit to ensure that you and your subcontractors abide by the articles in Exhibit "A", Supplemental Architectural Restrictions.
- k. A report by a licensed engineer is required estimating excavation tonnage to be removed and/ or added for the building process.
- l. Roadway usage fees for excessive tonnage added or removed from the lot must be paid prior to commencement of the project.

Unusual projects may require additional information for the ARC to determine if the proposed improvements or alterations are consistent with the Basic Architectural Restrictions of the Restated Declaration and these Supplemental Restrictions.

### **ARTICLE III**

#### **CONSTRUCTION RESTRICTIONS AND REQUIREMENTS**

In addition to other restrictions set forth in the Restated Declaration, the following restrictions and requirements apply to all construction or Lot alteration activities:

- a. Work hours shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday. Excessive noise (including radios), pets (including dogs), alcohol and drug use on the site are prohibited.
- b. The Lot must be kept clear of construction debris and other wastes. For major projects, a portable chemical toilet is required at the start of construction through completion. You are required to have a covered debris container on site at the beginning of construction, unless exempted by the Board of Directors in writing. Construction debris burning is prohibited within Harbor View Estates.
- c. All construction activity shall be contained within the Lot for which the building permit is issued. Placement or storage of dirt, rock, timber, brush, or construction materials on Common Properties or Lots other than the construction Lot is prohibited, unless written permission is obtained from the Association Board (for Common Properties) or the Owner(s) of the Lot(s) affected.
- d. Access to the construction site shall be only from the street bordering the construction Lot. Trespassing on other Lots without their Owners permission is prohibited.
- e. Metal tracked vehicles are prohibited from operating on paved roadways. Any Common Properties, adjacent Lots, or roads damaged during construction shall be promptly restored to their original condition, at the expense of the construction Lot Owner, to the satisfaction of the ARC.
- f. A small job office may be maintained on the site, but temporary living quarters for workmen or the Owner are not permitted. The job office shall be removed within thirty (30) days after completion of the primary

residence. This removal period also applies to portable chemical toilets and trash bins.

- g. Plans and specifications submitted to the Kootenai County Building Department must have final approval prior to commencement of construction.
- h. Driveways are to be based with at least two (2) to three (3) inch diameter crushed rock prior to construction commencement. Any mud or debris tracked onto HVE roadways must be promptly removed.
- i. Water meters shall be Badger brand or compatible with Badger, and each meter shall have a remote readout device installed on the property.
- j. Culverts a minimum of twelve (12) inches in diameter are required under the driveway.
- k. Drainage ditches and shoulders within the road easement fronting the property must be maintained in good order with no obstructions.
- l. Contractor signs no larger than standard real estate signs may be erected only on the construction Lot and must be promptly removed at job completion.
- m. Contractor and construction vehicles must obey HVE posted speed limits and load limits. Any and all damage to roadways or other Common Property, or other Lots, caused by contractor or construction vehicles must be promptly repaired at the expense of the construction lot Owner to the satisfaction of the ARC.
- n. Existing underground utilities must be located and marked prior to any excavation



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**EXHIBIT "A"**  
**THIRD RESTATED DECLARATION**  
**OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**HARBOR VIEW ESTATES LOCATED IN KOOTENAI COUNTY, IDAHO**  
**SUPPLEMENTAL ARCHITECTURAL RESTRICTIONS**

**AMENDING INSTRUMENT NUMBER 2152308000**

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Pursuant to Article I of Instrument No. 215230800, Introduction and Policy, Section 1.3, Placement of Personal Property on the Common Properties was added.

Pursuant to Article III of Instrument No. 215230800, Construction Restrictions and Requirements, item "i", has been has been deleted.

**ARTICLE I**  
**INTRODUCTION AND POLICY**

**SECTION 1.1:** Pursuant to the Second Restated Declaration of Covenants, Conditions, and Restrictions for Harbor View Estates (the "Project"), to which this Exhibit A is attached, these Supplemental Architectural Restrictions, together with the Basic Architectural Restrictions given in Section 4.4 of the Restated Declaration, are adopted to preserve the unique and prestigious identity of the Project and provide continuity of architectural style, materials and colors for all alterations and improvements to be constructed within the community.

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ARC members shall be available to meet with Owners and contractors upon request to discuss special issues. The Board or its authorized agent may inspect construction progress from time to time to assure actual compliance with the approved plans and the Restated Declaration. Failure to

comply may result in imposition of Special Assessments as described in Articles 6 and 14 of the Restated Declaration.

**SECTION 1.3:** Placement of Personal Property on the Common Properties: The permanent or semi-permanent placement of personal property or improvements on or within the Common Properties by any Lot Owner is prohibited unless the same has been approved in writing by the Board or by an Architectural Review Committee (ARC) appointed by the Board. The Board may provide written notice to a Lot Owner of any personal property or improvement which is improperly located on or within the Common Properties, with demand that the same be removed within sixty (60) days thereof. In the event the Lot Owner fails to remove the personal property or improvement from the Common Properties within the timeframe prescribed by the Board's written notice, the Board may cause such personal property to be removed at the Lot Owner's expense, and may specially assess the cost thereof to such Owner, and, if necessary, lien his or her Lot for the amount thereof.

## ARTICLE II SUBMITTALS

**SECTION 2.1:** As defined in the Restated Declaration, each Owner must procure ARC review and Board approval of plans for new construction, site improvements, and all modifications thereof, prior to beginning construction. To request such approval, an Owner shall prepare a submittal package containing a written description of proposed Lot improvements or alterations, together with the information described herein, to the extent that this information is available or obtainable. Requests containing insufficient information for an adequate review shall be denied.

**SECTION 2.2:** For major construction projects, it is recommended that submittals be made using preliminary plans to permit preliminary review and evaluation by the ARC prior to the preparation of the final plans. This procedure will often save the Owner expense and delay in the preparation of final working plans.

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- a. A letter to the ARC, signed by the Owner, requesting approval of the proposed Lot improvement or alteration. The letter shall include the names, addresses, and telephone numbers, including 24 hour emergency numbers, of the Owner and contractors, if any. The letter shall include a statement indicating that the Owner and contractors, if any, have read, understand and will abide by Section 4.4 "Basic Architectural Restrictions" and this Exhibit "A", "Supplemental Architectural Restrictions" of the Harbor View Estates Second Restated Declarations of Covenants, Conditions and Restrictions, latest issue. (Required for all requests)
- b. A complete set of plans and specifications identical to those submitted to the Kootenai County Building Department.
- c. A plot plan (with north arrow) showing location of structure(s) on the Lot, driveways, grading and drainage provisions.
- d. A plan showing brush and tree removal.
- e. Building exterior elevation drawings, with dimensions, of all sides of each structure.
- f. A description, including brochures and photographs, of all exterior materials and finishes (wall, roof, trim, windows, chimney, garage door, etc.). Actual samples are required which show all exterior colors to be used.
- g. Plans and descriptions for any secondary or ancillary structures.
- h. Location and visual screening material and color for propane tank, if above ground.
- i. Prior to any construction activity on major projects, the Lot Owner shall provide to the ARC a certificate of liability insurance, issued for the benefit of the Association and naming the Association as an additional insured, having a limited liability of not less than one million dollars (\$1,000,000) as a combined single limit covering death, personal injury and property damage during the course of construction. The certificate shall also indicate that insurance will not be canceled or modified without at least twenty (20) days notice to the Association. In addition, each contractor having employees on the construction site must provide to the ARC, prior to any construction activity, a certificate of workers compensation insurance, issued for the benefit of the Association and naming the Association as an additional insured, having liability in amounts required by Idaho law.
- j. Before construction commences, it is mandatory that the Lot owner/Contractor post a \$2500.00 deposit with the Harbor View Estates Homeowner Association. This money will be held on deposit to ensure that you and your subcontractors abide by the articles in Exhibit "A", Supplemental Architectural Restrictions.
- k. A report by a licensed engineer is required estimating excavation tonnage to be removed and/ or added for the building process.
- l. Roadway usage fees for excessive tonnage added or removed from the lot must be paid prior to commencement of the project.

Unusual projects may require additional information for the ARC to determine if the proposed improvements or alterations are consistent with the Basic Architectural Restrictions of the Restated Declaration and these Supplemental Restrictions.

### ARTICLE III

## CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

In addition to other restrictions set forth in the Restated Declaration, the following restrictions and requirements apply to all construction or Lot alteration activities:

- a. Work hours shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday. Excessive noise (including radios), pets (including dogs), alcohol and drug use on the site are prohibited.
- b. The Lot must be kept clear of construction debris and other wastes. For major projects, a portable chemical toilet is required at the start of construction through completion. You are required to have a covered debris container on site at the beginning of construction, unless exempted by the Board of Directors in writing. Construction debris burning is prohibited within Harbor View Estates.
- c. All construction activity shall be contained within the Lot for which the building permit is issued. Placement or storage of dirt, rock, timber, brush, or construction materials on Common Properties or Lots other than the construction Lot is prohibited, unless written permission is obtained from the Association Board (for Common Properties) or the Owner(s) of the Lot(s) affected.
- d. Access to the construction site shall be only from the street bordering the construction Lot. Trespassing on other Lots without their Owners permission is prohibited.
- e. Metal tracked vehicles are prohibited from operating on paved roadways. Any Common Properties, adjacent Lots, or roads damaged during construction shall be promptly restored to their original condition, at the expense of the construction Lot Owner, to the satisfaction of the ARC.
- f. A small job office may be maintained on the site, but temporary living quarters for workmen or the Owner are not permitted. The job office shall be removed within thirty (30) days after completion of the primary residence. This removal period also applies to portable chemical toilets and trash bins.
- g. Plans and specifications submitted to the Kootenai County Building Department must have final approval prior to commencement of construction.
- h. Driveways are to be based with at least two (2) to three (3) inch diameter crushed rock prior to construction commencement. Any mud or debris tracked onto HVE roadways must be promptly removed.
- i. Culverts a minimum of twelve (12) inches in diameter are required under the driveway.
- j. Drainage ditches and shoulders within the road easement fronting the property must be maintained in good order with no obstructions.
- k. Contractor signs no larger than standard real estate signs may be erected only on the construction Lot and must be promptly removed at job completion.
- l. Contractor and construction vehicles must obey HVE posted speed limits and load limits. Any and all damage to roadways or other Common Property, or other Lots, caused by contractor or construction vehicles must be promptly repaired at the expense of the construction lot Owner to the satisfaction of the ARC.
- m. Existing underground utilities must be located and marked prior to any excavation





Amendment 2

To

EXHIBIT "A"

THIRD RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

HARBOR VIEW ESTATES LOCATED IN KOOTENAI COUNTY,

IDAHO SUPPLEMENTAL ARCHITECTURAL RESTRICTIONS

Recorded October 27, 2009

AMENDING INSTRUMENT NUMBER 215230800 AND 2238229000

ARTICLE III, CONSTRUCTION RESTRICTIONS AND REQUIREMENTS, shall be amended to change paragraph i. to read "The minimum size of the culverts are increased from 12" to 15" for all new construction"

APPROVED:

Hugh Diener, Director & President

Date: 10-8-13

Marla Lopez, Director & Vice President

Date: 10.8.2013

Debbie Schmanski, Director & Secretary

Date: 10-8-13

Michael C. Anderson, Director & Treasurer

Date: 10-8-13



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**EXHIBIT "A" TO THE  
SECOND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
HARBOR VIEW ESTATES LOCATED IN KOOTENAI COUNTY, IDAHO**

**SUPPLEMENTAL ARCHITECTURAL RESTRICTIONS**

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**ARTICLE I  
INTRODUCTION AND POLICY**

**SECTION 1.1:** These Supplemental Architectural Restrictions are adopted pursuant to and in accordance with the authority conferred by Section 4.5 of the *Second Restated Declaration of Covenants, Conditions, and Restrictions for Harbor View Estates Kootenai County, Idaho*, Kootenai County Recorder Instrument No. 1756870 ("CC&Rs"). These Supplemental Architectural Restrictions shall be attached and incorporated to the Restated Declaration as "Exhibit A."

These Supplemental Architectural Restrictions, together with the Basic Architectural Restrictions set forth in Section 4.4 of the Restated Declaration, are adopted to preserve the unique and prestigious identity of the Project and provide continuity of architectural style, materials and colors for all alterations and improvements to be constructed within the community.

**SECTION 1.2:** These Supplemental Architectural Restrictions shall supersede and replace all prior versions adopted by the Board of Directors. To the extent there are matters or applications pending before the Architectural Review Committee and/or Board of Directors, they shall continue to be governed by the Supplemental Architectural Restrictions then in effect when the application was initially submitted. These Supplemental Architectural Restrictions shall govern all matters and applications submitted after the effective date hereof.

**SECTION 1.3:** For the sake of clarity, the Definitions as outlined in Article I of the Restated Declarations shall be utilized and apply to these Supplemental Architectural Restrictions.

**SECTION 1.4:** In the Restated Declaration, the Board of Directors of the Association was given the authority to appoint an Architectural Review Committee (ARC), to contract with a third party to act as the ARC committee, or to function itself as an ARC committee. In accordance with this authority, the Board has appointed and delegated authority to the ARC to act in accordance with Section 4 of the Restated Declaration.

The ARC evaluation and review shall consider building and landscaping design and appearance, effect on other Lot Owners and Common Properties, location of structures with respect to the designated set-back requirements, materials, colors, and other relevant factors. The ARC will approve or deny the proposed Lot alterations and improvements based upon these Restrictions and the Restrictions in the Restated Declaration.

ARC members shall be available to meet with Owners and contractors upon request to discuss special issues. The Board or its authorized agent may inspect construction progress from time to time to assure actual compliance with the approved plans and the Restated Declaration. Failure to comply may result in imposition of Special Assessments as described in Articles 6 and 14 of the Restated Declaration.

**SECTION 1.5: Placement of Personal Property on the Common Properties:** The permanent or semi-permanent placement of personal property or improvements on or within the Common Properties by any Lot Owner is prohibited unless the same has been approved in writing by the Board or by an Architectural Review Committee (ARC) appointed by the Board. The Board may provide written notice to a Lot Owner of any personal property or improvement which is improperly located on or within the Common Properties, with demand that the same be removed within sixty (60) days thereof. In the event the Lot Owner fails to remove the personal property or improvement from the Common Properties within the timeframe prescribed by the Board's written notice, the Board may cause such personal property to be removed at the Lot Owner's expense, and may specially assess the cost thereof to such owner, and if necessary, lien his or her Lot for the amount thereof.

## **ARTICLE II SUBMITTALS**

**SECTION 2.1:** As defined in the Restated Declaration, each Owner must procure ARC review and approval of plans for new construction, site improvements, and all modifications thereof, prior to beginning construction. To request such approval, an Owner shall prepare a submittal package containing a written description of proposed Lot improvements or alterations, together with the information described herein, to the extent that this information is available or obtainable. Requests containing insufficient information for an adequate review shall be denied.

**SECTION 2.2:** For major construction projects, it is recommended that submittals be made using preliminary plans to permit preliminary review and evaluation by the ARC prior to the preparation of the final plans. This procedure will often save the Owner expense and delay in the preparation of final working plans.

Final ARC approval must be based on plans and details that thoroughly and accurately reflect the true design, materials and colors of the proposed buildings or other improvements. Building plans must be prepared by an architect or qualified building designer. Any and all changes, modifications or alterations from a previously approved submittal must also be approved in writing by the ARC and the Board.

Although a response from the Board or ARC is due within 30 days from submittal of a request, if a submittal package is incomplete or insufficient, the Owner may be asked to provide additional information and clarification for adequate review by the ARC. This may extend the time required for approval accordingly. The ARC, the Board, the Harbor View Estates Home Owners association shall not be liable for any expense incurred by such delay.

**SECTION 2.3:** Depending on the scope of a proposed Lot improvement or alteration, the submittal package shall include any or all of the following for the ARC to act on an approval:

- a. A letter to the ARC, signed by the Owner, requesting approval of the proposed Lot improvement or alteration. The letter shall include the names, addresses, and telephone numbers, including 24 hour emergency numbers, of the Owner and contractors, if any. The letter shall include a statement indicating that the Owner and contractors, if any, have read, understand and will abide by Section 4.4, "Basic Architectural Restrictions" of the Restated Declaration, and these Supplemental Architectural Restrictions.
- b. A complete set of plans and specifications identical to those submitted to the Kootenai County Building Department.
- c. A plot plan (with north arrow) showing location of structure(s) on the Lot, driveways, grading and drainage provisions.
- d. A plan showing all brush, tree and shrub removal.
- e. Building exterior elevation drawings, with dimensions, or all sides of each structure.
- f. A description, including brochures and photographs, of all exterior materials and finishes (wall, roof, trim, windows, chimney, garage door, etc.). Actual samples are required, which show all exterior colors to be used.
- g. Plans and descriptions for any secondary or ancillary structures.
- h. Locations and visual screening material and color for propane tank, if above ground.
- i. Prior to any construction activity on major projects, the Lot Owner shall provide to the ARC a certificate of liability insurance, issued for the benefit of the Association and naming the Association as an additional insured, having a limited liability of not less than one million dollars (\$1,000,000) as a combined single limit covering death, personal injury and property damage during the course of construction. The certificate shall also indicate that insurance will not be canceled or modified without at least twenty (20) days' notice to the Association. In addition, each contractor having employees on the construction site must provide to the ARC, prior to any construction activity, a certificate of workers compensation insurance, issued for the benefit of the Association and naming the Association as an additional insured, having liability in amounts required by Idaho law.
- j. Before construction commences, it is mandatory that the Lot Owner/Contractor post a \$2,500.00 deposit with the Harbor View Estates Homeowner Association. This money will be held on deposit to ensure that you and your subcontractors strictly comply with the Restated Declarations and these Supplemental Architectural Restrictions.
- k. A report by a licensed engineer is required estimating excavation tonnage to be removed and/or added for the building process.
- l. Roadway usage fees for excessive tonnage added or removed from the Lot must be paid prior to commencement of the project.

Unusual projects may require additional information for the ARC to determine if the proposed improvements or alterations are consistent with the Basic Architectural Restrictions of the Restated Declaration and these Supplemental Restrictions.

### **ARTICLE III CONSTRUCTION RESTRICTIONS AND REQUIREMENTS**

In addition to other restrictions set forth in the Restated Declarations, the following restrictions and requirements apply to all construction or Lot alteration activities:

- a. Work hours shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday. Excessive noise (including radios), pets (including dogs), alcohol and drug use on the site are prohibited.
- b. The Lot must be kept clear of construction debris and other wastes. For major projects, a portable chemical toilet is required at the start of construction through completion. You are required to have a covered debris container on site at the beginning of construction, unless exempted by the Board of Directors in writing. Construction debris burning is prohibited within Harbor View Estates
- c. All construction activity shall be contained within the Lot for which the building permit is issued. Placement or storage of dirt, rock, timber, brush, or construction materials on Common Properties or Lots other than the construction Lot is prohibited, unless written permission is obtained from the Association Board (for Common Properties) or the Owner(s) of the Lot(s) affected.
- d. Access to the construction site shall be only from the street bordering the construction Lot. Trespassing on other Lots without their Owners permission is prohibited.
- e. Metal tracked vehicles are prohibited from operating on paved roadways. Any Common Properties, adjacent Lots, or roads damaged during construction shall be promptly restored to their original condition, at the expense of the construction Lot Owner, to the satisfaction of the ARC.
- f. A small job office may be maintained on the site, but temporary living quarters for workmen or the Owner are not permitted. The job office shall be removed within thirty (30) days after completion of the primary residence. This removal period also applied to portable chemical toilets and trash bins.
- g. Plans and specifications submitted to the Kootenai County Building Department must have final approval prior to commencement of construction.
- i. Driveways are to be based with at least two to three inch diameter crushed rock prior to construction commencement. Any mud or debris tracked onto HVE roadways must be promptly removed.
- j. The minimum size of culverts required under driveways shall be 15" in diameter.

- k. Drainage ditches and shoulders within the road easement fronting the property must be maintained in good order with no obstructions.
- l. Contractors signs no larger than standard real estate signs may be erected only on the construction Lot and must be promptly removed at job completion.
- m. Contractor and construction vehicles must obey posted speed limits and load limits. Any and all damage to roadways or other Common Property, or other Lots, caused by contractor or construction vehicles must be promptly repaired at the expense of the Lot Owner to the satisfaction of the Board.
- n. Existing underground utilities must be located and marked prior to any excavation.
- o. Garage doors shall be oriented to face away from the street, unless unusual lot conditions make this impractical and street facing garage doors are unanimously approved by the ARC.
- p. Temporary Deer Fence, which is defined as fencing placed around a single tree or bush to protect the vegetation from wildlife, is permitted. The circumference of the temporary fencing shall not extend any further than the outer circumference of the branches of the tree, shrub or bush which it is placed around. The fencing must be promptly removed once the tree, bush or shrub matures so that the vegetation is out of reach of native deer. Any proposed deer fence that varies from this description must receive ARC approval. Construction of any temporary deer fencing is subject to the procedures and guidelines applicable to all construction activity within the Property. Temporary fencing shall not be constructed with bare open wire, chain link or barbed wire.

All other fencing constructed on a Lot must receive ARC approval. This includes any deer fencing which is not temporary.

UNANIMOUSLY APPROVED THIS \_\_\_\_ DAY OF DECEMBER, 2014.







**EXHIBIT "A"**  
**SUPPLEMENTAL ARCHITECTURAL RESTRICTIONS**

**TO THE THIRD RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS HARBOR VIEW ESTATES LOCATED IN  
KOOTENAI COUNTY, IDAHO**

**ARTICLE I**  
**INTRODUCTION AND POLICY**

**SECTION 1.1:** These Supplemental Architectural Restrictions are adopted pursuant to and in accordance with the authority conferred by Section 4.5 of the *Third Restated Declaration of Covenants, Conditions, and Restrictions for Harbor View Estates Kootenai County, Idaho*, Kootenai County Recorder Instrument No. 1756870 ("CC&Rs"). These Supplemental Architectural Restrictions shall be attached and incorporated to the Restated Declaration as "Exhibit A."

These Supplemental Architectural Restrictions, together with the Basic Architectural Restrictions set forth in Section 4.4 of the Restated Declaration, are adopted to preserve the unique and prestigious identity of the Project and provide continuity of architectural style, materials and colors for all alterations and improvements to be constructed within the community.

**SECTION 1.2:** These Supplemental Architectural Restrictions shall supersede and replace all prior versions adopted by the Board of Directors. To the extent there are matters or applications pending before the Architectural Review Committee and/or Board of Directors, they shall continue to be governed by the Supplemental Architectural Restrictions then in effect when the application was initially submitted. These Supplemental Architectural Restrictions shall govern all matters and applications submitted after the effective date hereof.

**SECTION 1.3:** For the sake of clarity, the Definitions as outlined in Article I of the Restated Declarations shall be utilized and apply to these Supplemental Architectural Restrictions.

**SECTION 1.4:** In the Restated Declaration, the Board of Directors of the Association was given the authority to appoint an Architectural Review Committee (ARC), to contract with a third party to act as the ARC committee, or to function itself as an ARC committee. In accordance with this authority, the Board has appointed and delegated authority to the ARC to act in accordance with Section 4 of the Restated Declaration.

The ARC evaluation and review shall consider building and landscaping design and appearance, effect on other Lot Owners and Common Properties, location of structures with respect to the designated set-back requirements, materials, colors, and other relevant factors. Approval or denial of the proposed Lot alterations and improvements will be based upon these Restrictions and the Restrictions in the Restated Declaration. Any denial of proposed Lot alterations or improvements will be reviewed by the Board which shall either confirm or reverse the denial in whole or in part. Any variance from these Restrictions or the Restrictions in the Restated Declaration is subject to approval by the Board. Lot Owners have a right to appeal decisions

made pursuant to a requested Lot improvement or alteration to the Board or to the Association Members in accordance with the provisions of Article IV, Section 4.7 of the Restated Declaration.

ARC members shall be available to meet with Owners and contractors upon request to discuss special issues. The Board or its authorized agent may inspect construction progress from time to time to assure actual compliance with the approved plans and the Restated Declaration. Failure to comply may result in imposition of Special Assessments as described in Articles 6 and 14 of the Restated Declaration.

**SECTION 1.5: Placement of Personal Property on the Common Properties:** The permanent or semi-permanent placement of personal property or improvements on or within the Common Properties by any Lot Owner is prohibited unless the same has been approved in writing by the Board or by an Architectural Review Committee (ARC) appointed by the Board. The Board may provide written notice to a Lot Owner of any personal property or improvement which is improperly located on or within the Common Properties, with demand that the same be removed within sixty (60) days thereof. In the event the Lot Owner fails to remove the personal property or improvement from the Common Properties within the timeframe prescribed by the Board's written notice, the Board may cause such personal property to be removed at the Lot Owner's expense, and may specially assess the cost thereof to such owner, and if necessary, lien his or her Lot for the amount thereof.

## **ARTICLE II** **SUBMITTALS**

**SECTION 2.1:** As defined in the Restated Declaration, each Owner must procure review and approval of plans for new construction, site improvements, and all modifications thereof, prior to beginning construction. The ARC shall act as the coordinating body for review and approval of plans, and shall be the primary point of contact for Owners with regard to plan submittal and approval. To request such approval, an Owner shall prepare a submittal package containing a written description of proposed Lot improvements or alterations, together with the information described herein, to the extent that this information is available or obtainable. Requests containing insufficient information for an adequate review shall be denied.

**SECTION 2.2:** For major construction projects, it is recommended that submittals be made using preliminary plans to permit preliminary review and evaluation by the ARC prior to the preparation of the final plans. This procedure will often save the Owner expense and delay in the preparation of final working plans.

Final approval must be based on plans and details that thoroughly and accurately reflect the true design, materials and colors of the proposed buildings or other improvements. Building plans must be prepared by an architect or qualified building designer. Any and all changes, modifications or alterations from a previously approved submittal must also be reviewed by the ARC and approved in writing.

Although a response from the Board or ARC is due within the number of days from submittal of a complete application specified in Section 4.3 of the Declaration, if a submittal package is incomplete or insufficient, the Owner may be asked to provide additional information and clarification for adequate review and approval. This may extend the time required for approval accordingly. The ARC, the Board and the Harbor View Estates Home Owners association shall not be liable for any expense incurred by such delay.

**SECTION 2.3:** Depending on the scope of a proposed Lot improvement or alteration, the application submittal package shall include any or all of the following (as determined by the ARC) in order for the submittal to be considered complete and suitable for review and approval:

- a. A letter to the ARC, signed by the Owner, requesting approval of the proposed Lot improvement or alteration. The letter shall include the names, addresses, and telephone numbers, including 24-hour emergency numbers, of the Owner and contractors, if any. The letter shall include a statement indicating that the Owner and contractors, if any, have read, understand and will abide by Section 4.4, "Basic Architectural Restrictions" of the Restated Declaration, and these Supplemental Architectural Restrictions.
- b. A complete set of plans and specifications identical to those submitted to the Kootenai County Building Department.
- c. A plot plan (with north arrow) showing location of structure(s) on the Lot, driveways, grading and drainage provisions.
- d. A plan showing all brush, tree and shrub removal.
- e. Building exterior elevation drawings, with dimensions of all sides of each structure.
- f. A description, including brochures and photographs, of all exterior materials and finishes (wall, roof, trim, windows, chimney, garage door, etc.). Actual samples are required, which show all exterior colors to be used.
- g. Plans and descriptions for any secondary or ancillary structures.
- h. Locations and visual screening material and color for propane tank, if above ground.
- i. Prior to any construction activity on major projects, the Lot Owner shall provide to the ARC a certificate of liability insurance, issued for the benefit of the Association and naming the Association as an additional insured, having a limited liability of not less than one million dollars (\$1,000,000) as a combined single limit covering death, personal injury and property damage during the course of construction. The certificate shall also indicate that insurance will not be canceled or modified without at least twenty (20) days' notice to the Association. In addition, each contractor having employees on the construction site must provide to the ARC, prior to any construction activity, a certificate of workers compensation insurance, issued for the benefit of the Association and naming the Association as an additional insured, having liability in amounts required by Idaho law.
- j. Before construction commences, it is mandatory that the Lot Owner/Contractor post a \$10,000.00 deposit with the Harbor View Estates Homeowner Association. This money will be held on deposit to ensure that the Owner and Owner's subcontractors strictly comply with the Restated Declarations and these Supplemental Architectural Restrictions.
- k. A report by a licensed engineer is required estimating excavation tonnage to be removed and/or added for the building process.
- l. Roadway usage fees for excessive loads added or removed from the Lot must be paid prior to commencement of the project, or if excess loads are needed due to unforeseen circumstances, after such circumstances have been rectified. Any dump truck or flatbed

truck load of debris, dirt, rocks, trees, tree trimmings and other construction debris or demolition materials removed from the construction site, and any construction required loads brought to the site such as crushed rock, concrete, lumber, siding, trusses, roofing shingles is considered a single load. Twenty-five (25) single loads is considered a normal construction amount. Any number of single loads exceeding 25 single loads during the course of a project will be assessed a per load fee to be determined by Board Resolution from time to time.

Unusual projects may require additional information for the ARC to determine if the proposed improvements or alterations are consistent with the Basic Architectural Restrictions of the Restated Declaration and these Supplemental Restrictions.

### **ARTICLE III**

#### **CONSTRUCTION RESTRICTIONS AND REQUIREMENTS**

In addition to other restrictions set forth in the Restated Declarations, the following restrictions and requirements apply to all construction or Lot alteration activities:

- a. Work hours shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday. Excessive noise (including radios), pets (including dogs), alcohol and drug use on the site are prohibited.
- b. The Lot must be kept clear of construction debris and other wastes. For major projects, a portable chemical toilet and suitably-sized debris container are required at the start of construction through completion. Construction debris burning is prohibited within Harbor View Estates.
- c. All construction activity shall be contained within the Lot for which the building permit is issued. Placement or storage of dirt, rock, timber, brush, or construction materials on Common Properties or Lots other than the construction Lot is prohibited, unless written permission is obtained from the Association Board (for Common Properties) or the Owner(s) of the Lot(s) affected.
- d. Access to the construction site shall be only from the street bordering the construction Lot. Trespassing on other Lots without their Owner's permission is prohibited.
- e. Metal tracked vehicles are prohibited from operating on paved roadways. Any Common Properties, adjacent Lots, or roads damaged during construction shall be promptly restored to their original condition, at the expense of the construction Lot Owner, to the satisfaction of the Board.
- f. A small job office may be maintained on the site, but temporary living quarters for workmen or the Owner are not permitted. The job office shall be removed within thirty (30) days after completion of the primary residence. This removal period also applies to portable chemical toilets and debris containers.
- g. Plans and specifications submitted to the Kootenai County Building Department must have final approval prior to commencement of construction.
- h. Driveways are to be based with at least two to three-inch diameter crushed rock at a minimum depth of between three (3) and four (4) inches prior to construction commencement. Any mud or debris tracked onto HVE roadways must be promptly removed. Culverts are required under the driveway and must be one single piece of culvert

- pipe a minimum of twelve (12) inches in diameter and shall extend a minimum of two (2) feet beyond each edge of the driveway.
- i. Perimeter fencing shall be constructed only of split railing or high-quality flush top and bottom rail residential ornamental steel fence. Steel fencing may be powder coated black, or in a color to match existing structures or blend in with the natural surroundings. No portion of any fence may be closer than thirty (30) feet from centerline of the physical Roadway, and must be sited entirely on the Lot owner's recorded property. Any fencing within 25 feet of a Lot's front-facing property line must be less than or equal to 4 feet in height. All other fencing constructed on a Lot must receive written approval from the Board. This includes any deer fencing which is not temporary. (See (o.), below.
  - j. Drainage ditches and shoulders within the road easement fronting the property must be maintained in good order with no obstructions.
  - k. Contractors signs no larger than standard real estate signs may be erected only on the construction Lot and must be promptly removed at job completion.
  - l. Contractor and construction vehicles must obey posted speed limits and load limits. Any and all damage to roadways or other Common Property, or other Lots, caused by contractor or construction vehicles must be promptly repaired at the expense of the Lot Owner to the satisfaction of the Board.
  - m. Existing underground utilities must be located and marked prior to any excavation.
  - n. Garage doors shall be oriented to face away from the street, unless unusual lot conditions make this impractical and street facing garage doors are unanimously approved by the Board.
  - o. Temporary Deer Fence, which is defined as fencing placed around a single tree or bush to protect the vegetation from wildlife, is permitted. The circumference of the temporary fencing shall not extend any further than the outer circumference of the branches of the tree, shrub or bush which it is placed around. The temporary fencing must be constructed with 2 in. x 4 in. welded wire utility fencing with either metal or wood posts (not to exceed 2 inches in diameter). The fencing must be promptly removed once the tree, bush or shrub matures so that the vegetation is out of reach of native deer. Any proposed deer fence that varies from this description must receive Board approval. Construction of any temporary deer fencing is subject to the procedures and guidelines applicable to all construction activity within the Property. Temporary fencing shall not be constructed with chain link or barbed wire.
  - p. Free-standing electrical panels, solar panels or similar ancillary equipment, must be quiet and permanently screened from view from Common Properties, streets and other Lots.



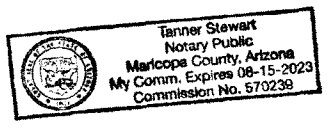


By: *Linda Forest*  
Linda Forest  
Treasurer

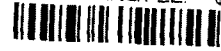
*Arizona*  
STATE OF ~~IDAHO~~ )  
ss.  
County of ~~Kootenai~~ )  
*Maricopa*

On this 10<sup>th</sup> day of February, in the year of 2020, before me Tanner Stewart,  
Personally appeared Linda Forest, known or identified to me, to be the Treasurer and a Director,  
of the corporation that executed the 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 certificated first above written.



*Tanner Stewart*  
Notary Public for ~~Idaho~~ *Arizona*  
Residing at: Maricopa, AZ  
My Commission Expires: 08/15/2023



**EXHIBIT "A"**  
**SUPPLEMENTAL ARCHITECTURAL RESTRICTIONS**

**TO THE THIRD RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS HARBOR VIEW ESTATES LOCATED IN  
KOOTENAI COUNTY, IDAHO**

**ARTICLE I**  
**INTRODUCTION AND POLICY**

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**SECTION 1.3:** For the sake of clarity, the Definitions as outlined in Article I of the Restated Declarations shall be utilized and apply to these Supplemental Architectural Restrictions.

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Declaration is subject to approval by the Board. Lot Owners have a right to appeal decisions made pursuant to a requested Lot improvement or alteration to the Board or to the Association Members in accordance with the provisions of Article IV, Section 4.7 of the Restated Declaration.

ARC members shall be available to meet with Owners and contractors upon request to discuss special issues. The Board or its authorized agent may inspect construction progress from time to time to assure actual compliance with the approved plans and the Restated Declaration. Failure to comply may result in imposition of Special Assessments as described in Articles 6 and 14 of the Restated Declaration.

**SECTION 1.5: Placement of Personal Property on the Common Properties:** The permanent or semi-permanent placement of personal property or improvements on or within the Common Properties by any Lot Owner is prohibited unless the same has been approved in writing by the Board or by an Architectural Review Committee (ARC) appointed by the Board. The Board may provide written notice to a Lot Owner of any personal property or improvement which is improperly located on or within the Common Properties, with demand that the same be removed within sixty (60) days thereof. In the event the Lot Owner fails to remove the personal property or improvement from the Common Properties within the timeframe prescribed by the Board's written notice, the Board may cause such personal property to be removed at the Lot Owner's expense, and may specially assess the cost thereof to such owner, and if necessary, lien his or her Lot for the amount thereof.

## **ARTICLE II** **SUBMITTALS**

**SECTION 2.1:** As defined in the Restated Declaration, each Owner must procure review and approval of plans for new construction, site improvements, and all modifications thereof, prior to beginning construction. The ARC shall act as the coordinating body for review and approval of plans, and shall be the primary point of contact for Owners with regard to plan submittal and approval. To request such approval, an Owner shall prepare a submittal package containing a written description of proposed Lot improvements or alterations, together with the information described herein, to the extent that this information is available or obtainable. Requests containing insufficient information for an adequate review shall be denied.

**SECTION 2.2:** For major construction projects, it is recommended that submittals be made using preliminary plans to permit preliminary review and evaluation by the ARC prior to the preparation of the final plans. This procedure will often save the Owner expense and delay in the preparation of final working plans.

Final approval must be based on plans and details that thoroughly and accurately reflect the true design, materials and colors of the proposed buildings or other improvements. Building plans must be prepared by an architect or qualified building designer. Any and all changes, modifications or alterations from a previously approved submittal must also be reviewed by the ARC and approved in writing.

Although a response from the Board or ARC is due within the number of days from submittal of a complete application specified in Section 4.3 of the Declaration, if a submittal package is incomplete or insufficient, the Owner may be asked to provide additional information and clarification for adequate review and approval. This may extend the time required for approval accordingly. The ARC, the Board and the Harbor View Estates Home Owners association shall not be liable for any expense incurred by such delay.

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- a. A letter to the ARC, signed by the Owner, requesting approval of the proposed Lot improvement or alteration. The letter shall include the names, addresses, and telephone numbers, including 24-hour emergency numbers, of the Owner and contractors, if any. The letter shall include a statement indicating that the Owner and contractors, if any, have read, understand and will abide by Section 4.4, "Basic Architectural Restrictions" of the Restated Declaration, and these Supplemental Architectural Restrictions.
- b. A complete set of plans and specifications identical to those submitted to the Kootenai County Building Department.
- c. A plot plan (with north arrow) showing location of structure(s) on the Lot, driveways, grading and drainage provisions.
- d. A plan showing all brush, tree and shrub removal.
- e. Building exterior elevation drawings, with dimensions of all sides of each structure.
- f. A description, including brochures and photographs, of all exterior materials and finishes (wall, roof, trim, windows, chimney, garage door, etc.). Actual samples are required, which show all exterior colors to be used.
- g. Plans and descriptions for any secondary or ancillary structures.
- h. Locations and visual screening material and color for propane tank, if above ground.
- i. Prior to any construction activity on major projects, the Lot Owner shall provide to the ARC a certificate of liability insurance, issued for the benefit of the Association and naming the Association as an additional insured, having a limited liability of not less than one million dollars (\$1,000,000) as a combined single limit covering death, personal injury and property damage during the course of construction. The certificate shall also indicate that insurance will not be canceled or modified without at least twenty (20) days' notice to the Association. In addition, each contractor having employees on the construction site must provide to the ARC, prior to any construction activity, a certificate of workers compensation insurance, issued for the benefit of the Association and naming the Association as an additional insured, having liability in amounts required by Idaho law.
- j. Before construction commences, it is mandatory that the Lot Owner/Contractor post a \$10,000.00 deposit with the Harbor View Estates Homeowner Association. This money will be held on deposit to ensure that the Owner and Owner's subcontractors strictly comply with the Restated Declarations and these Supplemental Architectural Restrictions.
- k. Effective for all projects which receive ARC preliminary approval after December 8, 2020, a road impact fee of \$1000 must be paid prior to commencement of the project. This assessment is intended to cover wear and tear on HVE roadways. The funds will be

deposited in the Harbor View Estates Road Reserves Account for use on road repairs and improvements.

- I. In addition to the initial road impact fee, prior to approval to proceed with the project, the contractor must provide an estimated number of truck loads required to complete the project. A load is defined as a single round trip made by any three-axle vehicle, or any two-axle vehicle pulling a trailer. A three-axle vehicle pulling a 3-axle trailer on a single round trip shall be considered two loads. The general contractor shall maintain an accurate count and report that information to the ARC during the course of the project. If the estimated number of loads to complete the project exceeds 50, an additional per load fee shall be paid prior to commencement of the project for any loads in excess of 50. The amount of the per load fee shall be determined by Board Resolution from time to time. In addition, if excess loads are needed due to unforeseen circumstances, a per load fee must be paid in accordance with this policy.

Unusual projects may require additional information for the ARC to determine if the proposed improvements or alterations are consistent with the Basic Architectural Restrictions of the Restated Declaration and these Supplemental Restrictions.

### **ARTICLE III** **CONSTRUCTION RESTRICTIONS AND REQUIREMENTS**

In addition to other restrictions set forth in the Restated Declarations, the following restrictions and requirements apply to all construction or Lot alteration activities:

- a. Work hours shall be from 6:00 a.m. to 6:00 p.m., Monday through Saturday. Excessive noise (including radios), pets (including dogs), alcohol and drug use on the site are prohibited.
- b. The Lot must be kept clear of construction debris and other wastes. For major projects, a portable chemical toilet and suitably-sized debris container are required at the start of construction through completion. Construction debris burning is prohibited within Harbor View Estates.
- c. All construction activity shall be contained within the Lot for which the building permit is issued. Placement or storage of dirt, rock, timber, brush, or construction materials on Common Properties or Lots other than the construction Lot is prohibited, unless written permission is obtained from the Association Board (for Common Properties) or the Owner(s) of the Lot(s) affected.
- d. Access to the construction site shall be only from the street bordering the construction Lot. Trespassing on other Lots without their Owner's permission is prohibited.
- e. Metal tracked vehicles are prohibited from operating on paved roadways. Any Common Properties, adjacent Lots, or roads damaged during construction shall be promptly restored to their original condition, at the expense of the construction Lot Owner, to the satisfaction of the Board.
- f. A small job office may be maintained on the site, but temporary living quarters for workmen or the Owner are not permitted. The job office shall be removed within thirty (30) days after completion of the primary residence. This removal period also applies to portable chemical toilets and debris containers.

- g. Plans and specifications submitted to the Kootenai County Building Department must have final approval prior to commencement of construction.
- h. Driveways are to be based with at least two to three-inch diameter crushed rock at a minimum depth of between three (3) and four (4) inches prior to construction commencement. Any mud or debris tracked onto HVE roadways must be promptly removed. Culverts are required under the driveway and must be one single piece of culvert pipe a minimum of twelve (12) inches in diameter and shall extend a minimum of two (2) feet beyond each edge of the driveway.
- i. Perimeter fencing shall be constructed only of split railing or high-quality flush top and bottom rail residential ornamental steel fence. Steel fencing may be powder coated black, or in a color to match existing structures or blend in with the natural surroundings. No portion of any fence may be closer than thirty (30) feet from centerline of the physical roadway, and must be sited entirely on the Lot owner's recorded property. Any fencing within 25 feet of a Lot's front-facing property line must be less than or equal to 4 feet in height. All other fencing constructed on a Lot must receive written approval from the Board. This includes any deer fencing which is not temporary. (See (o.), below.)
- j. Drainage ditches and shoulders within the road easement fronting the property must be maintained in good order with no obstructions.
- k. Contractors signs no larger than standard real estate signs may be erected only on the construction Lot and must be promptly removed at job completion.
- l. Contractor and construction vehicles must obey posted speed limits and load limits. Any and all damage to roadways or other Common Property, or other Lots, caused by contractor or construction vehicles must be promptly repaired at the expense of the Lot Owner to the satisfaction of the Board.
- m. Existing underground utilities must be located and marked prior to any excavation.
- n. Garage doors shall be oriented to face away from the street, unless unusual lot conditions make this impractical and street facing garage doors are unanimously approved by the Board.
- o. Temporary deer fence, which is defined as fencing placed around a single tree or bush to protect the vegetation from wildlife, is permitted. The circumference of the temporary fencing shall not extend any further than the outer circumference of the branches of the tree, shrub or bush which it is placed around. The temporary fencing must be constructed with 2 in. x 4 in. welded wire utility fencing with either metal or wood posts (not to exceed 2 inches in diameter). The fencing must be promptly removed once the tree, bush or shrub matures so that the vegetation is out of reach of native deer. Any proposed deer fence that varies from this description must receive Board approval. Construction of any temporary deer fencing is subject to the procedures and guidelines applicable to all construction activity within the property. Temporary fencing shall not be constructed with chain link or barbed wire.
- p. Free-standing electrical panels, solar panels or similar ancillary equipment, must be quiet and permanently screened from view from Common Properties, streets and other Lots.



