

Lakeview Estates Subdivision Homeowners' Association

Bylaws

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Article I

Name and Purposes

Section 1. The name of the Association shall be the Lakeview Estates Subdivision Home Owners' Association.

Section 2. The Association was organized not for profit, and without capital stock, but for specific and primary purposes of maintaining the roads and right-of-ways within the Lakeview Addition, Clearwater County in the state of Idaho. The additional purpose is the adjudication of member questions and enforcement of the land use covenants within the boundaries of the Addition.

Section 3. The members will elect a Board of Directors whose purpose will be the maintenance of the infrastructure, arbitration of disputes within the Subdivision pertaining to the infrastructure or covenants, and the enforcement of the covenants. The Board will be comprised of five members of the Association serving a period of four years. The Board will elect Board President and Vice-President from the elected Board members. The Board will select a Secretary from within the membership

Article II

Membership

Section 1. Original membership at the date of formulation was voluntary. Membership is mandatory upon the change of ownership of property.

Article III

Assessments

Section 1. A membership assessment of \$25 per lot each quarter will be assessed. These monies will be used for the maintenance of the infrastructure within the Subdivision with the exclusion of the water system, which is covered by an established Water District. Any additional assessments will be determined by need and allocated on a per lot basis.

Article IV

Covenants

Section 1. The following are the existing and legal covenants for properties within the Lakeview Addition as filed with Clearwater County. The notarized copy of these covenants is on file in the Clearwater County Court House:

WHEREAS, Lakeview Estates Subdivision is an existing subdivision located in Clearwater County, pursuant to a duly recorded plat, recorded on April 5, 1985, as Instrument Number 140776, Clearwater County Records, more particularly described as follows:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho.

WHEREAS, by document entitled LAND USE RESTRICTION AGREEMENT, dated May 13, 1975, recorded June 13, 1975, Clearwater County Records, certain restrictions and covenants running with the land were recorded prior to the sale of any lots within the Subdivision, including a restriction on amendment of said restriction and covenants without an affirmative vote of 75% of the existing owners of the land within the Lakeview Estates Subdivision.

Whereas, on or about July 25, 2000, a Ballot was circulated and presented to 24 individual Lakeview Estates Subdivision property owners with proposed amendments to the existing covenants and restrictions described above, resulting in 75% approval of the following amendments to the LAND USE RESTRICTION AGREEMENT, recorded June 13, 1975:

Sewage Facilities:

All sewage facilities shall be constructed and maintained in such a manner as to meet the standards of the State of Idaho, Department of Community and Environmental Services, and to insure non-contamination of adjacent properties. Septic tanks and drain fields shall be maintained to prevent obnoxious odors and effluent from permeating neighboring properties.

Land Uses and Residential Building Types:

- A. All permanent buildings shall be constructed to conform to Clearwater County building codes.
- B. There shall be a maximum of 1 single-family residential dwelling on each lot within the subdivision.
- C. All homes shall be placed upon permanent footing/foundations that comply with the Clearwater County building codes.
- D. Temporary facilities may be in place, for a period not to exceed five (5) years, while a permanent abode or residence is being constructed.
- E. Guest houses not to exceed six hundred (600) square feet may be put on the property, but no guest (house) may contain cooking facilities and shall be sleep only type structures. Toilet facilities are allowed in guesthouses.
- F. Subdivision of any lot within the Lakeview which results in a lot with less than 4.69 acres shall be prohibited.
- G. Any commercial use of any property within the Subdivision which significantly increases vehicular traffic flow within the Subdivision is prohibited.

Ponds:

It will be permissible for owners to construct and maintain ponds on their property. However, it will be the individual property owner's responsibility to assure that no pond shall be constructed in such a manner as to be a threat to any neighbors property. In the event such a pond is installed it shall be the pond owner to cover all damage to neighbors properties and/or structures in the event of a pond failure.

Trash Accumulation:

No tract, lot, or property or any portion thereof shall be maintained as a dump ground for rubbish, trash, car bodies, garbage, or other waste, nor shall any owner permit said trash, waste, and/or garbage to accumulate or remain exposed on any lot visible from the Lakeview Estates Subdivision maintained roads. Compost piles and/or compost heaps are allowed, but shall be constructed such as to prevent obnoxious odors from permeating and causing undue stress to neighbors. It shall be the individual property owner's responsibility to maintain their property such as to prevent the accumulation of rodents and/or disease carrying pets. Household garbage shall be kept in lidded garbage containers and periodically hauled to the Clearwater County Waste Disposal Site.

Easements:

There is an easement for utility services and access roads in the Lakeview Estates Subdivision. The easement is a sixty (60) foot wide easement and follows the Platted roads per the registered Subdivision plat. No property owner shall restrict access to the existing utility systems (i.e. water, telephone, and power).

Other Road Restrictions:

All maintained roads within the Lakeview Estates Subdivision shall be used by residents and/or visitors of residents to the area. However, no road may be used for access to any adjacent properties not within a part of the Lakeview Estates Subdivision as described above.

Setbacks:

The Lakeview Estates Subdivision shall follow the Clearwater County Ordinance for setbacks of structures. All permanent structures shall be kept a minimum of twenty (20) feet from all property lines and easement lines.

Binding Effect:

Pursuant to the LAND USE RESTRICTION AGREEMENT, recorded June 13, 1975 the above stated amendments are covenants running with the land and apply all lots, now or subsequently existing within the Lakeview Estates Subdivision. All provisions of the LAND USE RESTRICTION AGREEMENT, not modified or replaced by the above stated amendments remain in full effect.

DATED this 30 day of April 2001.

ORIGINAL SIGNED BY THE BOARD OF DIRECTORS OF THE LAKEVIEW HOMEOWNERS ASSOCIATION AND ON FILE WITH THE CLEARWATER COUNTY COURT HOUSE.

Article V

Issues and Arbitration

Section 1. Any member of the Association may bring an issue before the board of Directors at any time when the issue in question is or may be a violation of filed covenants. The request for consideration of the issue will be in written form.

Section 2. The Board will meet within 30 days and evaluate the request. The board will determine if a valid violation of the Land Use Covenants does exist. Should the board determine that a violation does exist, the attempt to adjudicate the issue will proceed as follows:

- a. A written notification will be presented to the property owner who is found to be in violation of filed covenants. The property owner will be invited to meet with the Board of Directors within 30 days. The Board will attempt to adjudicate the issue and bring the property owner into compliance with the filed Covenants.
- b. In the event that the said property owner, who is found in non-compliance, refuses to meet with the Board, the Board will notify the said owner of its decision that non-compliance does exist and give the owner an adequate period of time to bring his property into compliance.
- c. Should the property remain in a state of non-compliance at the end of that period of time, the Board will seek legal means to bring the owner into a state of compliance. Initially a per lot assessment might be necessary to cover legal costs. These legal expenses will be recovered from the owner of the lot that is found to be in non-compliance.

Article VI

Meetings and Nominations

Section 1. A meeting of the general membership will held at least annually to conduct various Association businesses and nominate new Board members as applicable. The vote shall follow the nominations at the meeting should none of the open positions be contested. Should the positions be contested (more nominations than open positions), ballots will be mailed out on a one per lot owner basis.