

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE NORTH HENRY'S LAKE HOME OWNERS ASSOCIATION, INC.

DIVISION NO. 3

KNOW ALL MEN BY THESE PRESENTS:

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At **9:19** O'Clock **AM**
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Fee \$ **22** JH. D. JONES
Recorded at Request of
Alan S. Iker

This Amended Declaration Covenants, Conditions and Restrictions (Amended Declaration) is made and executed in Fremont County, Idaho, this 22nd day of August, 2016, by the undersigned Board of Directors of the NORTH HENRY'S LAKE HOMEOWNERS ASSOCIATION, an Idaho nonprofit corporation.

RECITALS

1. Subdivision 3 is one of five subdivisions developed within the North Henry's Lake Lodge Subdivision (NHLLS), formerly known as Henry's Lake Lodge Subdivision (HLLS). This land was subject to a number of covenants and restrictions as outlined in the original Declaration of Covenants, Conditions, and Restrictions (Exhibit A Record Number 315777) recorded in Fremont County, Idaho on January 1, 1969.

2. On September 2, 1968 Henry's Lake Lodge filed an amendment pursuant to paragraph 18 of said Declaration. (Exhibit B.) The amendment stated that paragraph 6 of said Declaration of Covenants, Conditions and Restrictions, Henry's Lake Lodge Subdivision, Division No. 1, be amended to read as follows:

*No trailer houses will be permitted on any of the lots except as follows:
All lots in Blocks 4 and 5 and Lots 1 through 8 of Block 3; and for a period of one (1) year from the date of purchases from the Declarant on the following lots only: Lots located in Block 1 and 2 and Lots 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block 3 of the above described property.*

3. In 1978 homeowners in the five separate subdivisions of the NHLLS created the North Henry's Lake Homeowners Association, an Idaho nonprofit corporation (NHLHA). The Articles of Incorporation were filed pursuant to the Idaho Nonprofit Corporation Act, 30-3-2, and signed by the Directors on July 8, 1978. (Exhibit C.) They were recorded August 15, 1978 in Boise, Idaho, as No. 59079. On July 8, 1978 the initial Bylaws were adopted by the Board of Directors pursuant to the Idaho Nonprofit Corporation Act, 30-3-21.

4. On March 20, 1979, HLLS transferred ownership and management of the subdivision's common areas, including the water system to NHLHA. (Agreement 358705 and Quitclaim Deed 358706).

5. NHLHA represents the owners of certain real property located in Fremont County, Idaho, and more particularly described as follows:

*Henry's Lake Lodge Subdivision, Division 3, Block 1, Lots 1 through 3;
Division 3, Block 2, Lots 4 through 10; Division 3, Block 3, Lots 11 through 30, and owns the common areas and water systems located therein.*

6. NHLHA, as stated in the Articles of Incorporation, and the Bylaws, intends to provide for maintenance, preservation, and architectural control of said property which was sold in small lots, for residential purposes only, and desires to impose upon said property mutually beneficial restrictions upon the type, kind, and nature of all buildings, together with all improvements to be constructed or placed on said property, and

7. It is the further desire of the NHLHA as part of the general plan for the benefit and protection of the owner of the respective lots within said subdivision to provide for certain use restrictions which shall govern and control the use and enjoyment of said lots within the above described property.

NOW, THEREFORE, NHLHA does hereby publish and declare that all property described in paragraph 5 above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the following conditions, covenants, restrictions, limitations, and obligations, all of which are declared and agreed to be in the mutual benefit for the improvement of said property and shall be deemed to run with the land and shall be a burden and a benefit to the owners, their successors and assigns, and each person acquiring an interest in the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. Definitions of the terms that are used in this Amended Declaration shall be defined as follows unless the context clearly indicates a different meaning:

- a. Board shall mean the Board of Directors of the NHLHA;
- b. Owner shall mean any person or entity with an ownership interest in Henry's Lake Lodge Subdivision, Division 3 legally described in paragraph 5 above;
- c. The Architectural Control Board shall be that body described in paragraph 13 and shall be responsible for Architectural matters established herein; and
- d. Property shall mean all the above-described real property generally described as Henry's Lake Lodge Subdivision, Division 3.

2. Said property may be used only for residential purposes and for no other purpose. Any question or dispute as to whether a particular lot is being used according to the within restrictions shall be submitted to the Architectural Control Board which shall make its determination within thirty (30) days and its determination shall be final and binding upon the owners of said lots. If the Architectural Control Board is not in operation, the Board of Directors of the North Henry's Lake Homeowners Association will replace the Architectural Control Board.

No property may be leased for a period less than thirty (30) days by any owner who acquires the property after the effective recording date of these amended CC&Rs. This restriction shall not limit or prohibit rental of any property of any owner of record as of the effective recording date of these amended CC&Rs unless expressly agreed to in writing by the owner at the time of the adoption of these amended CC&Rs.

3. No more than one main dwelling house and one guesthouse may be built, constructed, placed upon, or moved upon any one lot.
4. No house, cabin, garage, shed, or building shall be placed closer than one hundred (100) feet from the high water mark of Henry's Lake, twenty (20) feet from Lake Shore Drive, and ten (10) feet from any other boundary line of any particular lot, unless prior written approval has been obtained from the Architectural Control Board.
5. Prior to the building, constructing, or placing of any major improvements or structures on any lot, written plans shall be submitted to the Architectural Control Board for approval. The board's approval or disapproval required in this Declaration shall be in writing within 30 days of plan submission. Approval shall be a simple majority of the board. If plans do not meet the CC & Rs, they will be disapproved. However, plans can be amended and resubmitted for reconsideration at any time. Failure of the Architectural Control Board to disapprove in writing within 60 days shall be deemed approval.
6. No trailer houses will be permitted on any of the lots other than on a temporary basis and must be moved immediately if required by the Architectural Control Board.
7. No cattle, sheep, pigs, or other animals may be maintained on any of the described property with the exception of domestic household pets and horses which may be maintained on the individual lots if suitable fencing and shelter is provided. However, horses may not be maintained if they become offensive to the surrounding owners either because of odor or noise.
8. All dwelling houses and trailer houses shall be provided with approved indoor toilet facilities and shall have a sewage disposal system composed of a septic tank and approved drain field. All sewage systems must have the approval of the Idaho District 7 Health Department.
9. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial, or industrial activities.
10. No noxious or offensive activities shall be carried on upon said property, nor shall anything be done wherein which may be or become an annoyance or nuisance to any of the surrounding owners.
11. No signs of any kind shall be displayed to the public view on or from any lot, except that signs advertising all or a portion of said property to be for sale or for rent may be temporarily maintained.
12. No portion of this property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept only in sanitary containers. All incinerators or other equipment for disposal of said material shall be maintained in a sanitary and orderly condition and must meet the requirements for such equipment imposed by the State of Idaho.

13. There is established hereby an Architectural Control Board for Division 3 which will have the powers specified herein plus those powers necessary to enforce the covenants, conditions, and restrictions established by this Amended Declaration. The property owners in Division 3 shall elect a Board consisting of five (5) members who own lots in Division 3. Each owner shall have one (1) vote and the five (5) individuals receiving the most votes shall comprise the Board thereafter and serve a term of three (3) years. The election shall be held every third year with 60 days prior written notice to all lot owners. In the event of the incapacity, death, or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The Chairman of Division 3 shall meet once a year with the North Henry's Lake Homeowners Association Board of Directors and all Architectural Control Board Chairmen.

14. The Architectural Control Board, as specified herein, shall have the power to enforce any and all of the conditions, covenants, and restrictions set forth herein, and shall have the power to assess against the owner of each lot specified herein up to \$25.00 per year for maintenance and site care and development. Assessments in excess of \$25.00 must have the written approval of two-thirds of all owners.

15. The provision of this Amended Covenants, Conditions, and Restrictions may be altered, modified, or amended by an instrument in writing signed and acknowledged by record owners holding 2/3 of the lots set forth above. Said alteration, modification, or amendment shall be effective upon recordation in the office of the Recorder of Fremont County, State of Idaho.

16. The provisions of this Amended Declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential subdivision. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any provision hereof. Enforcement shall be consistently and equally applied.

17. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

18. This Amended Declaration shall take effect upon recording.

IN WITNESS WHEREOF, This Amended Declaration of Covenants, Conditions and Restrictions of the North Henry's Lake Home Owners Association, Inc. has been duly executed this 22nd day of August, 2016 on behalf of owners in said North Henry's Lake Homeowners Association, Inc.

Alan R. Silker

Alan Silker, Treasurer--representing the NHLHA Board

On this 22 day of August, 2016 before me, a Notary Public in and for said State, personally appeared ALAN SILKER known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first herein above written.



STATE OF IDAHO
 County of Fremont Notary Public for Idaho
 Residing at ASHTON IDAHO
 Commission
 Expires 1-3-17