


RECORDING REQUESTED BY:

Camden Place 1<sup>st</sup> Addition, HOA, Inc.  
c/o Association Services, Inc.  
1250 Ironwood Drive, Ste. 226  
Coeur d'Alene, ID 83814

JIM BRANNON 9P 2485454000  
KOOTENAI COUNTY RECORDER Page 1 of 9  
PRP Date 02/03/2015 Time 10:06:56  
REQ OF CAMDEN PLACE SUBDIVISION  
RECORDING FEE: \$34.00  
  
2485454000 SC

**EXHIBIT 'A' TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
FOR THE CAMDEN PLACE 1<sup>ST</sup> ADDITION HOMEOWNERS ASSOCIATION, INC.  
LOCATED IN POST FALLS, KOOTENAI COUNTY, IDAHO**

**AMENDUM TO INSTRUMENT NUMBER 2148236000**

A Resolution of the Board of Directors for establishing RULES AND REGULATIONS for the Camden Place 1<sup>st</sup> Addition Homeowners Association, in accordance with the Declaration (CC&Rs).

**WE**, the Directors of the Camden Place 1<sup>st</sup> Addition Homeowner's Association, do hereby consent to adopt by a majority vote of the Board of Directors, and we do hereby adopt, the following resolution:

**WHEREAS**, The Directors have reviewed the Covenants, Conditions and Restrictions, recorded on March 10, 2008, instrument number 2148236000;

**WHEREAS**, Article IV, Section 4.3 "Rules and Regulations" empowers the Board of Directors to establish and adopt Rules and Regulations;

**WHEREAS**, these Rules and Regulations as shown in Exhibit A are supplemental to and in summary of the Declaration;

**WHEREAS**, these Rules and Regulations are uniformly enforceable and apply to all residents, invitees, and guests residing within the Camden Place 1<sup>st</sup> Addition HOA community;

**AND WHEREAS**, these Rules and Regulations are to be recorded with the Kootenai County Recorder's Office and will remain in effect unless or until amended or rescinded by the Board;

**NOW THEREFORE, BE IT RESOLVED** that the Rules and Regulations are set forth and established for all owners, residents, invitees and guests of the Camden Place 1<sup>st</sup> Addition HOA, Inc.

Dated this \_\_\_\_\_ day of JANUARY 2015

  
Neil Krause, President


  
Zak Adams, Secretary

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On the 2 day of February, 2015, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, Neil Krause, known or identified to me to be President of the Camden Place 1<sup>st</sup> Addition Homeowners Association, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Coeur d'Alene

05/01/2019  
\_\_\_\_\_  
Commission Expires:

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On the 2 day of February, 2015, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, Zak Adams, known or identified to me to be Secretary of the Camden Place 1<sup>st</sup> Addition Homeowners Association, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Coeur d'Alene

05/01/2019  
\_\_\_\_\_  
Commission Expires:

**RULES AND REGULATIONS  
FOR  
CAMDEN PLACE HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL PERSONS BY THIS NOTICE, that the Board of Directors CAMDEN PLACE HOMEOWNERS ASSOCIATION, INC., in accordance with the Section 4.3 of the Declaration of Covenants, Conditions, Restrictions and Reservations of CAMDEN PLACE 1<sup>st</sup> ADDITION recorded as instrument No. 2148236000 in the Office of Kootenai County Recorder, has adopted the following Rules and Regulations (hereinafter referred to as "Rules and Regulations"), for CAMDEN PLACE. The Rules and Regulations shall apply to the real estate located in Post Falls, Idaho as more particularly described on Exhibit "A" which by reference is made a part hereof.

**1.0 ARCHITECTURAL CONTROL**

1.1 **Exterior Appearance** All exterior architectural and non-foliage landscaping additions or modifications to any building or lot in Camden Place that is visible from the street must be submitted to the Architectural Control Committee (ACC) and approved in writing. Exterior architectural and non-foliage landscaping additions or modifications include but are not limited to: siding and roofing color, the construction of outbuildings or sheds, fencing, water features, boulders and other hardscaping.

1.2 **Landscaping** All yards will be properly landscaped within ninety (90) days of purchase. All front yards must have a planted lawn area unless approved by the ACC. All yards must be maintained, properly watered and weeded. No noxious or tall weeds will be allowed in yards.

1.3 **Fencing** Fencing of side and rear yards shall be allowed up to but not exceeding a maximum height of 72". Fencing must be maintained and kept in good repair if visible from the street. All fencing shall conform to the design and color options as approved by the ACC. The following fencing types are hereby approved for installation:

- a. White vinyl
- b. Cedar

1.4 **Signs** No sign of any kind shall be displayed to the public view on or from any Lot without the prior consent of the Board; however, display of "For Sale" signs not exceeding five (5) square feet in size shall be allowed when a Lot or Home is being sold and does not need to be approved by the Board. This section shall not apply to Declarant or Declarant's agents, lenders, and contractors. "For Rent/Lease" signs may be displayed only from a window within the home. Security signs are also permitted as long as the size does not exceed one (1) square foot.

1.5 **Drainage** The drainage system of the Property is a combination of natural and artificial patterns. Declarant has had the system engineered to protect the environment and to assure compliance with government regulation. Each Owner shall protect the drainage pattern

and shall not take any action to disrupt the drainage pattern without prior written approval from the Board.

1.6 Completion of Improvements All construction of residences shall be completed within one (1) year of commencement of construction. Any owner failing to abide by this restriction may be subject to a fine at the discretion of the Board, until completed. Residents' improvements to Lots other than primary residences, including, but not limited to, additions to houses, temporary buildings and landscaping, shall be completed within ninety (90) days of commencement of the improvement except where delayed by weather. Also, the resident is responsible for maintaining a clean and unobstructed sidewalk in front of the residence and the resident is responsible for repairing any damage to walks or curbs as a result of these activities.

1.7 Sidewalk Maintenance It is the responsibility of the Owner of each residential Lot to keep the sidewalk clear in which their property connects to. Said maintenance shall include, but is not limited to snow removal, spraying and removing of weeds and removal of all toys or other items. Repair and replacement of the sidewalks in the Camden Place community will be the responsibility of the Association. Therefore, the Board of Directors requires that only clean kitty litter or gravel be used on icy sidewalks.

1.8 Visual Obstruction Within Setback No fences or walls, shall be permitted except upon written approval by the Board within the front yard setback as established by the City of Post Falls. Hedges and small trees are permitted in the front and back yards as long as they are well-maintained.

1.9 Garbage and Trash Containers No rubbish, trash, garbage or other waste materials shall be kept or permitted upon any lot and/or dwelling or common area, except in sanitary containers located in areas screened away from the street and neighbors. Garbage and recycling containers may only be exposed if stored neatly beside the house or garage. Garbage and recycle containers should only be placed on the street on the date of trash collection and must be removed to their permanent location within 24 hours of trash pick-up.

1.10 Incorporation of City Ordinances Any violation of a City of Post Falls ordinance shall also be considered a violation of these Rules and Regulations. The City ordinances of the City of Post Falls are hereby incorporated in these Rules and Regulations.

1.11 Detached Storage/ Outbuildings No detached storage building shall be placed on any lot without prior written approval of the ACC. Storage buildings are to be designed to aesthetically conform to the homes in the area where the outbuilding is to be placed. All storage buildings must be constructed of materials similar to the materials of the primary dwelling and shall be of similar color or colors as to blend with the home. All requests for the approval of placement and construction of such buildings must contain a description of building size, location of the building, and foundation. All applications must also contain a materials specification sheet that describes the materials that will be used in the construction of the outbuilding. No detached storage building may be used as a dwelling. All outbuildings must be constructed in a manner consistent with all applicable set-backs arising under these Covenants, and where applicable, City Code.

1.12 Maintenance of Property Each owner must maintain, repair, replace, and restore areas subject to his property in a neat, sanitary and attractive condition. This includes front, back and side yards. Maintenance of property includes, but is not limited to, the picking up of trash items, mowing lawn areas, cutting/spraying weeds and maintaining the cement on driveways.

1.13 Holiday Decorations Holiday decorations, including but not limited to Christmas decorations, Halloween decorations and Independence Day decorations, will be removed from the front of all homes and landscaping within 30 days from the end of the holiday being celebrated, weather permitting. A sole exception to this rule are small Christmas lights hung along the edge of 1<sup>st</sup> or 2<sup>nd</sup> story roof lines.

## 2.0 USE RESTRICTIONS

2.1 Residential Use The buildings and Lots are intended for and restricted to use as single-family residences only, on an ownership, rental or lease basis and for social, recreational or other reasonable activities normally incident to residential use.

2.2 Business or Commercial Activity No part of the property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any commercial, manufacturing, mercantile, retail, wholesale, storage, vending or other business purposes. With the exception that nothing in this Paragraph 2.2 shall be deemed to prohibit Buildings on Residential Lots from having home offices provided that such offices are permitted by applicable zoning regulations. Nothing in this Paragraph 2.2 shall be deemed to prohibit overnight parking of occupational pickup trucks in the driveway of any Lot.

2.3 Offensive Activity No noxious or offensive activity shall be carried on any Lot, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners, including, but not limited to, operation of off road vehicles, maintaining of farm animals, barking dogs, production of offensive odors, excessive or late night noise, vehicles shall not be repaired outside. Repair of vehicles shall be accomplished inside Owner's garage.

2.4 Objects On Private Streets No objects (basketball hoops, hockey nets, skate board ramps, etc.) are permitted anywhere on the private streets in compliance with Post falls City Ordinance. The Association will not be held responsible for damages, injuries or have liability for any situations that may occur due to objects left in the street.

## 3.0. MOTORIZED VEHICLES

4.1 Parking Parking on Brookhaven Lane is only allowed on the west side of the street. Parking on the east side is prohibited by the City of Post Falls for emergency vehicle access and violators will be towed.

4.2 Operable Motor Vehicles Driveways may be used only for the parking of operable motor vehicles. No vehicle shall be parked or stored on the grassy areas of any lot.

4.3 Unlicensed Vehicles No unlicensed or inoperable vehicle shall be obtained/stored on any Lots or Common Areas or parked on the private streets or in the overflow parking areas on Arlington Lane and Kauffman Lane.

4.4 Recreation and Non-operating Vehicle Parking No Owner or tenant/guest thereof shall be allowed to store any boat, unused or unlicensed vehicle, golf cart, ATV, camper, RV, trailer or the like anywhere in front of the home on property or street for more than forty-eight (48) hours.

4.5 Sidewalks No vehicle shall be parked in a way that obstructs a sidewalk.

4.6 Overflow Parking The overflow parking areas on Arlington Lane and Kauffman Lane can be utilized by residents and their guests on a first come, first served basis. During heavy accumulation of snow, these areas will be used to pile the snow. During that time a strict no parking policy will be enforced.

4.7 Snow Ordinance Due to the need for accumulated snow fall to be plowed into the overflow parking areas and dead ends at the east and west sides of Arlington and Kauffman Lanes a strict no parking policy will be enforced. During times of accumulated snow fall vehicles parked in these areas may be towed without warning.

## 5.0 VARIANCE PROCEDURES

5.1 Variance It is the intent of the drafters of these Rules and Regulations to create a flexible system for the protection of the Owners of Lots. It is anticipated that there may be situations, which arise in which the characteristics of a Lot, the existence of alternatives, or the unfairness of the strict technical rule or regulation may demonstrate a need to vary the restrictions. In those types of circumstances, the Board may allow alternative methods to be submitted and approved in accordance with the process set forth herein to vary the restrictions of the Rules and Regulations. If the Board or its agent or committee, as specified in the submittal process, determines that a variance is appropriate, given the criteria set forth herein, the Board may grant a variance from any rule or regulation set forth herein.

5.2 Variance – Not a Waiver The granting of a variance to an Owner is not to be construed as a waiver for other Owners.

## 6.0 RENTAL/LEASE RULES

6.1 Informed Tenants Tenants shall be made aware the requirements of the Declaration of the Covenants and Restrictions and the Rules and Regulations and leases shall be subject to the same.

6.2 Lease or Rental Terms No lease or rental of a unit shall be for a term less than six (6) months unless the Owner receives written approval from the Board of Directors. All lease and rental agreements shall be in writing. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Governing Documents of the Association as well as other terms set forth herein. A copy of all lease/rental agreements must be provided to the Board or the HOA Management Company.

6.3 Entire Unit No lease or rental of a unit may be of less than the entire unit except as part of the operation of a single-family residence but not limited to housekeepers, exchange students, nannies, family security.

6.4 Tenant's Failure to Comply Any failure by the tenant to comply with the terms of such Governing Documents shall be a default under the lease or rental agreement and the unit Owner grants to the Board or its managing agent the authority to evict the tenant of the unit on Owner's behalf for such default upon only such notice as required by law; if any lease does not contain the foregoing provisions, such provision shall nevertheless be deemed to be part of the lease and binding upon the unit Owner and the tenant by reason of their being stated in these Rules and Regulations

6.5 Termination of Agreement Should the Board bring action to terminate the lease/rental agreement, the Owner shall be jointly and severally liable with the tenant for all attorneys' fees and court costs incurred by the Board; and a provision regarding attorneys' fees being the responsibility of the Lessee and Owner shall be included in any such lease.

## 7.0 AMENDING RULES AND REGULATIONS

7.1 Amending As stated in section 6.2 of the Camden Place 1<sup>st</sup> Addition Covenants, Conditions and Restrictions, the Board, by resolution approved by a majority, may amend the Rules and Regulations from time to time.

## 8.0 FINE POLICY AND APPEAL PROCESS

8.1 The following Fine Policy and Appeal Process shall be followed for the Camden Place Homeowners Association:

**FIRST NOTICE:** An initial notice of the violation shall be mailed via U.S. certified mail to the owner and tenant notifying them of the violation and of a meeting of the Board to convene at least thirty (30) days after the notice at which time the Board will decide on the imposition of a fine per Chapter 1, Title 55 of Idaho Code. If prior to that meeting the owner begins resolving the violation and as long as the member continues to address the violation in good faith until fully resolved there will be no fine. If however, after giving thirty (30) days notice of a meeting of the Board a majority of the Board votes in favor of imposing a fine and the owner has taken no action to address the violation the Board will fine the owner one hundred dollars (\$100).

**SECOND NOTICE:** If the violation is not remedied and the owner makes no attempt to resolve the violation a second fine of one hundred dollars (\$100) will be levied against the owner fifteen (15) days after the imposition of the first fine.

**CONTINUING VIOLATIONS:** If the violation still exist seven (7) days after the Second Notice, a fine of \$100.00 shall be assessed every day, commencing on the 8<sup>th</sup> day following mailing of the third notice, until the violation is resolved. In addition, the Board shall have the right to remedy the violation and/or take legal action, the cost of which shall be billed to the owner and collected in the same manner as assessments.

**FINES:** No fine shall be imposed without first providing a written warning to the Homeowner describing the violation and stating that failure to correct the violation within the period specified with the warning, or another recurrence of the same violation within six (6) months of the most recent violation shall make the Homeowner subject to imposition of a fine. Failure to pay any fine shall subject the Homeowner to the same potential penalties and enforcement as failure to pay any assessments under Article IX *Collection of Assessments* in the CC&Rs.

The Board of Directors reserves the right to take any action permitted by law or the CC&Rs, in addition to the above mentioned fine policy.

### **APPEAL PROCESS**

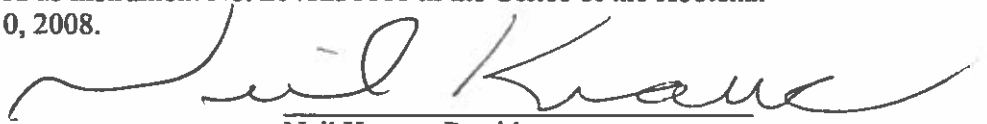
- When a violation notice is sent to a Homeowner, such notice shall include a statement notifying the Homeowner that he/she has the "Right of Appeal".
- When a Homeowner desires to appeal a violation, he/she must notify Association Services, Inc. (Management Co.) in writing within thirty (30) days after the date of the violation notice containing the fine.
- Appeals shall demonstrate extenuating circumstances which require deviation from the CC&Rs and/or guidelines.
- Appeal shall include all pertinent backup information to support the existence of the extenuating circumstance.
- All decisions of the Board are final and may not be further appealed.
- Any appeal that does not meet the above requirements shall not be heard by the Board and shall be considered DENIED.
- Any appeals will be heard in the special meeting of the Board scheduled thirty (30) days after the date of the violation.
- The appeal shall be heard in an Executive Session.
- The Board President will introduce all parties.
- Lengthy discussions are not a part of an appeal process.
- The Homeowner who is appealing will be asked to state their case and present any applicable documentation.
- Each Board Member will have the opportunity to ask the Homeowner specific questions regarding the appeal.
- Upon completion of the question and answer period, the Board President will state the appeal has been heard and the Board will make their decision in a closed session. Written Notice of the Board's decision will be delivered to the Homeowner with seven (7) working days.
- If the appeal is denied, the Homeowner must bring the violation into compliance within seven (7) days. If the violation still exists after seven (7) days, the Homeowner will be fined \$100.00 every day until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation. All costs of legal action will be billed to the Homeowner and collected in the same manner as an assessment.

### **9.0 EFFECTIVE DATE AND RECORDING**


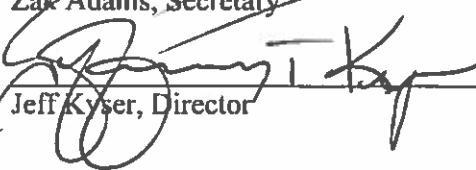


9.1 Date of Recording The adopted Rules and Regulations and any amendment thereto shall be recorded in the records of Kootenai County and shall become effective on the date of recording.

These Rules and Regulations were unanimously adopted by the Board of Directors of Camden Place Homeowner's Association, Inc., an Idaho corporation on the 20 day of JAN, 2014 and shall remain binding on all Owners of property located in Camden Place until amended or terminated, or until the termination of the Declaration of Covenants, Conditions and Restrictions of CAMDEN PLACE recorded as Instrument No. 2148236000 in the Office of the Kootenai County Recorder on March 10, 2008.



Neil Krause, President

  
Kim Listoe, Vice-President  
Zachary Batchelder, Treasurer  
Zak Adams, Secretary  
Jeff Kyser, Director