

**LANDINGS HOMOWNER'S ASSOCIATION
BOARD RESOLUTION #3**

A Resolution of the Landings Board of Directors for a POLICY TO COMMUNICATE RESPONSIBILITY for the VEGETATION AND LANDSCAPE MANAGEMENT within the Landings Homeowner's Association project.

WE, the Directors of the Landings 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, all landscaping is an essential element of design at the Landings. The goal of this policy is to preserve the beauty and character of the Landings property. It is also the intent of this policy to protect home values and ensure that both Owners' Lots and Common Areas are managed to benefit all Owners;

WHEREAS, unless otherwise defined in this policy, defined terms have the meaning set forth in the Covenants, Conditions, and Restrictions for the Landings. Pursuant to Section 4.1 of the Declaration of Covenants, Conditions, and Restrictions for the Landings, the Board of Directors has the authority and the duty to maintain, repair and otherwise manage the Common Areas and Landscape Maintenance Areas;

NOW THEREFORE, the Board adopts the following Vegetation and Landscape Management Policy ("the policy"):

Common Areas. The Association, or its duly delegated representative, shall manage, maintain, repair and replace the Common Areas and all improvements located thereon. Notwithstanding the foregoing, the Association shall not be responsible to maintain any Common Area that a governmental entity is maintaining or is obligated to maintain. The Board shall be the sole judge as to the appropriate maintenance, repair and replacement of all Common Areas. No Owner or other Person (other than Association) shall construct or install any improvements on Common Areas or modify or remove any improvements situated on Common Areas, without the prior written approval of the Board. The Board, in its sole and sound discretion, shall have authority to remove any trees or other vegetation from Common Areas, as it deems necessary or appropriate.

Vegetation and Landscape Maintenance. Each Lot Owner shall be responsible for regularly maintaining, repairing, or replacing landscaping situated on the Owner's Lot, unless such area is Common Area in which case the Association may assume responsibility to maintain the area or delegate the responsibility to the Lot Owner. All landscaping and other improvements shall at all times be kept in good condition and repair. Lot Owners shall regularly irrigate, mow, trim and cut all grass, hedges, shrubs, vines and plants of any type ("Vegetation") on their Lot(s), and shall maintain all Vegetation in a neat and attractive manner at all times. Lot Owners shall maintain landscaping or improvements in a weed free and attractive manner. Lot Owners shall prune all Vegetation in a manner that prevents any encroachments onto neighboring properties, including but not limited to aerial overhang up to one-hundred (100) feet in height over neighboring properties. Lot Owners shall prune or maintain Vegetation to prevent encroachment under and over neighboring fence lines and Association maintained asphalt trail systems.

If the Board determines that Lot Owner owned trees are dead, dying, or otherwise pose risk to persons or property, the Association shall send written notice to the Lot Owner and the Lot Owner shall have sixty (60) days to remove the problem tree(s). Where the Board determines that any Vegetation causes a nuisances or loss of enjoyment to other Lot Owners or Common Areas, the Association shall send written notice to the Lot Owner and the Lot Owner shall remove or cure the nuisance within sixty (60) days;

Without limiting the foregoing, no Lot Owner shall maintain Vegetation that: (1) Causes a nuisance; (2) Creates a safety concern to persons or property; (3) Substantially detracts from the appearance or quality of the surrounding lots; or (4) Violates the governing documents of the ASSOCIATION.

Collectively ("Problem Vegetation"). If the Board determines Problem Vegetation exists on a Lot, the Board shall send written notice thereof to the offending Lot Owner requiring that corrective action be taken within sixty (60) days. If the Lot Owner fails to remove or remediate the Problem Vegetation within the sixty (60) day period, the Board may remove or remediate the Problem Vegetation at the Lot Owner's expense. Such amounts shall be secured by the Assessment Lien.

Lot Owners may report Vegetation nuisances or dangerous Vegetation to the Association Board by sending written notice to the Association Board requesting the nuisance be either removed or permanently corrected. Requesting Lot Owners shall have an opportunity to present evidence and testimony at the meeting of Association Board within 60 days of submitting notice to the Board. If the nuisance is located on a Lot belonging to another Owner, that Lot Owner shall be given notice of the report and may provide counter evidence and testimony at the Board meeting. If the Board determines the Vegetation is Problem Vegetation, the Lot Owner shall, at the Lot Owner's expense, or Association's expense if located on Common Area, remove or cure the danger or nuisance within sixty (60) days of the Board's decision.

Assessment of Certain Costs of Maintenance and Repair. If the willful or negligent conduct of any Owner, or any Owner's family, tenants, guests or invitees causes the need for maintenance or repair of Common Areas, the cost of such maintenance or repairs shall be paid by such Lot Owner to Association upon demand. Payment of any such assessments shall be secured by an Assessment Lien.

Dated this 26 day of May, 2020.

Arwyn Robinson
Arwyn Robinson, President – Landings Homeowner's Association, Inc.

State of Idaho)

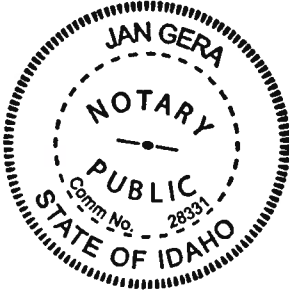
:SS.

County of Kootenai)

I, Jan Gera a notary public, do hereby certify that on this 26 day of May 2020, personally appeared before me Arwyn Robinson, who, being by me first duly sworn, declared that she is the President of the Landings Homeowner's Association, Inc., that she signed the foregoing document as President of the corporation, and that the statements therein contained are true and correct to the best of his information and belief.

Subscribed and Sworn

To before me this 26 day of May 2020



Jan Gera
Jan Gera, Notary Public for Idaho

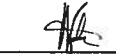
Residing at Coeur d'Alene, ID

My commission expires: 1/17/2023

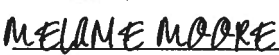
RESOLVED, FURTHER, that this Resolution shall be effective upon the date of recording with Kootenai County.

DocuSigned by:  5/13/2020

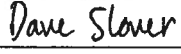
ARWYN ROBINSON, President

DocuSigned by:  5/13/2020

NOLAN CROSSLEY, Secretary

DocuSigned by:  5/13/2020

MELAINE MOORE, Treasurer

DocuSigned by:  5/13/2020

DAVE SLONER, Director