

RECORDING REQUESTED BY:

THIRD ADDENDUM TO
“DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
CARLIN BAY PROPERTY OWNERS’ ASSOCIATION, INC.”

This document is intended to constitute the Third Addendum (hereafter “Third Addendum”) to the Declaration of Covenants, Conditions, and Restrictions of Carlin Bay Property Owners’ Association, Inc., recorded as Kootenai County Instrument No. 1638923, and the “First Amendment” thereto (Kootenai County Instrument No. 1685377), the “Second Amendment” thereto (Kootenai County Instrument No. 1923993), and the “Third Amendment” thereto (Kootenai County Instrument No. 2019484). The “Declaration of Covenants, Conditions, and Restrictions” recorded as Kootenai County Instrument No. 1638923, and the referenced Amendments thereto, are collectively referred to herein as the “Covenants, Conditions and Restrictions.”

For purposes of title inquiry by any prospective purchaser or lender, as against any lot made subject to the Covenants, Conditions, and Restrictions, said party may make inquiry of the Association’s agent as follows:

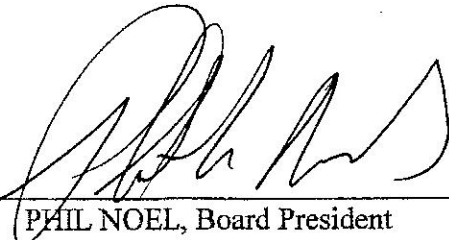
Sherry J. Lenarz, CMCA
Association Services, Inc.
1250 Ironwood Drive, Suite 330
Coeur d’Alene, ID 83814
(Phone: 676-8626)
(Fax: 676-8603)

Association Services, Inc. is the designated agent for the Association for purposes of providing information regarding the status of assessments due or owing from or against any lot made a member of the Association. Any prospective owner or lender who takes title or an interest in title to any lot that constitutes a member of the Association, based upon a written acknowledgment from Association Services, Inc. (or a designated successor) as to the status of dues owing or paid as against said lot, shall take free and clear of any unpaid dues or assessments provided payment is brought current through the date of closing in a manner fully compliant with the account status report provided by Association Services, Inc.

Failure on the part of any prospective purchaser or lender to make verification, with respect to a lot made subject to the Covenants, Conditions, and Restrictions, as to the status of assessments or dues due or owing as against said lot, shall not relieve the successor of any such liability for previously unpaid dues or assessments, of any nature, that remained outstanding as of the date the purchaser or lender acquired an interest in the lot.

Dated this 2 day of July, 2012.

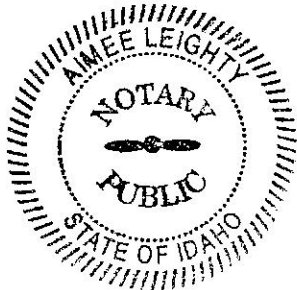
CARLIN BAY PROPERTY OWNERS' ASSOCIATION, INC.

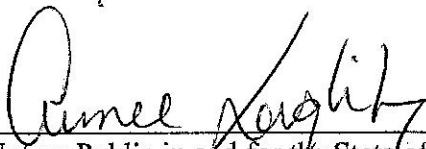
By: 
PHIL NOEL, Board President

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 2nd day of July, 2012, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **PHIL NOEL**, known or identified to me to be the Board President of Carlin Bay Property Owners' Association, Inc., 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 in and for the State of IDAHO
Residing at: SPIRIT Lake, ID
My commission expires: 9/10/2014