

BY LAWS

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

**INCLUDING ADDENDA 1, 2, & 3
Dated July 2, 2012**

CARLIN BAY PROPERTY OWNERS' ASSOCIATION

Updated Version July 7, 2019

Carlin Bay Property Owners' Association, Inc.
June 17, 2000

[B]

By Laws of the Corporation

B 10.00 Carlin Bay Property Owners' Association, Inc.

The Carlin Bay Property Owners' Association, Inc. (hereafter referred to as the "Association") services the private properties that were originally marketed by LANDS WEST, a corporate development enterprise, and previously attended to by the Carlin Bay Services Corporation. The involved properties are further identified in the uniform protective Covenants, Conditions and Restrictions (CC&R's), with the singular exception being the properties marketed as the "Lakeview Ridge Estates."

Note:

From 1981 to and including 1999, the Carlin Bay Services Corporation operated as a non-profit services provider and facilities manager under the direction of LANDS WEST, a real estate development enterprise. On March 31, 2000, Carlin Bay Services Corporation lawfully changed its name to Carlin Bay Property Owners' Association, Inc.

Note:

Within the original BY LAWS and "Articles of Incorporation," a provision was clearly established for LANDS WEST to convey ownership and operating responsibilities for the so-called "common areas." This transfer from the developer to the property owners was to occur "at such time as LANDS WEST is satisfied that the Carlin Bay Services Corporation is able to and will maintain such (common) areas." Both LANDS WEST and the Association agreed that the specified conditions were achieved in the calendar year 1999. On March 31, 2000, a lawful transfer of the "common areas" occurred and was properly recorded in the name of the Carlin Bay Property Owners' Association, Inc.

Note:

The Association shall continue to service and manage the private and common properties originally marketed by the LANDS WEST development enterprise with the singular exception being those properties originally marketed as the "Lakeview Ridge Estates."

Fifth Amendment – dated June 2008

B 12.00 Principal Office

The principal office, place of business and mailing address of this non-profit Idaho Corporation shall be in the County of Kootenai and shall be determined by the Board of Directors of the Association and shall be announced at the annual membership meeting whenever such information is amended. On the date of enactment of these By Laws, the principal office, place of business and mailing address of this non-profit Idaho Corporation is as follows:

Carlin Bay Property Owners' Association, Inc.
13675 South Edgewater Drive
Harrison, Idaho 83833

B 14.00 Business Activities

In addition to the principal place of business, this Idaho non-profit Corporation may have other offices and the Board of Directors may conduct business in other places either within or outside the State of Idaho.

B 16.00 Principal Duties

The principal duty of the Association is to function as a non-profit service provider and facilities manager dedicated to

carrying out the organizational purposes described in the uniform protective Covenants, Conditions, and Restrictions (CC&R's). The Association shall make assessments, facilitate collections, and disperse funds consistent with its dedicated non-profit duties as a service provider and facilities manager operating for the exclusive benefit of the affected property owners.

The Association members shall elect a governing body of the Corporation, known as a Board of Directors, and that governing body shall attend to the organizational purposes described in the uniform Covenants, Conditions, and Restrictions (CC&R's) and shall carry out the principal duties of the Association and shall have the following authorities:

- a) The Board of Directors may suspend membership privileges and voting rights of a property owner for cause or for any period during which any assessment against the owner's property remains unpaid or delinquent.
- b) The Board of Directors shall act in a lawful manner in matters pertaining to the peace, safety, comfort, health, and general welfare of the property owners.
- c) The Board of Directors may elect to advance payment of pass-through taxes or other appropriate fees, and thereafter assess the property owners on an individual, group or general basis.
- d) The Board of Directors may change, revise or modify the existing "Articles of Incorporation" or "Covenants, Conditions and Restrictions," but only after obtaining a two-thirds (2/3) VOTE of the concerned property owners.
- e) The Board of Directors may increase general assessments, but only to a limit not to exceed five percent (5%) annually. Any increase exceeding five percent (5%) annually must be supported by a two-thirds (2/3) VOTE of the concerned property owners at a general membership meeting.
- f) The Board of Directors may create Standing Committees on a permanent basis and Advisory Committees on a temporary basis and thereafter delegate duties to such committees.

B 18.00 Organization and Structure

The Association shall remain a non-profit service organization dedicated to the mutual interests of the affected property owners. The Association shall be organized and structured into the following four (4) functional elements:

Property Owners	[general membership]
Board of Directors	[elected by the general membership]
Committees – Standing	[appointed by the Board of Directors]
Committees – Advisory	[appointed by the Board of Directors]

B 20.00 Board of Directors

The Association shall be managed by a Board of Directors. Persons serving on the Board of Directors shall be elected by and from the general membership for a specific term. No person may hold such office unless he or she is a member in good standing of the Carlin Bay Property Owners' Association. The Board of Directors shall consist of five (5) persons, properly elected by and from the general membership. Once so constituted, the Board of Directors shall meet annually and appoint one of its own members to each of the following required Board positions:

Board President
Board Vice President
Board Secretary
Board Treasurer
Board Member

B 22.00 Board President

The Board President is the principal executive officer for the Association, a non-profit Idaho Corporation. The President shall generally supervise and control all of the business affairs of the Association. The President shall preside at all meetings and, in general, shall perform all duties incident to the office of President and any other such duties as may be prescribed by the Board of Directors. The President shall sign, with the Secretary, or with any other Board member, all deeds, mortgages, bonds, contracts, declarations or other instruments authorized by the Board of Directors.

B 24.00 Board Vice President

The Board Vice President shall perform the duties of the President in the absence of the President, or in the event of the President's death, incapacitation, inability, or refusal to act. The Vice President, when acting for the President, shall have all of the powers and be subject to all of the restrictions placed upon the President.

B 26.00 Board Secretary

The Board Secretary shall keep minutes of the meetings of the Board and the general membership in one or more books provided for that purpose. The Secretary shall see that all notices are duly given as required by law or by the Articles of Incorporation, the By Laws or the uniform protective CC&R's. The Secretary shall be the keeper of the Association records and the custodian of the Seal of the Corporation. The Secretary shall maintain a register of the post office addresses of each member of the Association, as that information is provided by the members. The Secretary shall perform all duties incident to the office of Secretary and any other duties as may be prescribed by the Board of Directors. The Secretary shall prepare an annual report to the members in which significant Board actions are presented for review by the membership.

B 28.00 Board Treasurer

The Board Treasurer shall be in charge of and have responsibility for all funds and securities of the Association. The Treasurer shall receive and issue receipts for monies paid to the Association from any source whatsoever and shall deposit all such monies in the name of the Association in such banks, trust companies or other depositories approved by the Board of Directors. The Treasurer shall cause a proper record of all such transactions to be created and thereafter maintained for a period of not less than seven (7) years. The Treasurer shall be responsible for dispersing Association funds in payment of Association expenses only as directed by the Board of Directors and shall properly record all such transactions. The Treasurer shall carry out all duties incident to the office of Treasurer and any other duties as may be prescribed by the Board of Directors. The Treasurer shall prepare an annual report to the members in which all General and Special Assessments are presented and in which all revenues, expenses, assets and financial obligations are presented for review by the membership.

B 30.00 Board Member

The Board Member will serve at large and carry out duties as may be prescribed by the Board of Directors.

B 32.00 Board Term Limits

The established term limits for a Board member is three (3) years, during which time the Board member may serve in any of the five (5) designated positions. Board members are further limited to serving a maximum of two (2) consecutive terms of office, which is equal to six (6) total years of service. After a one year period of separation, a former Board member is again qualified for regular appointment, if so elected.

Persons elected to the Board of Directors will serve their designated term of office with the exception of [1] voluntary resignation, [2] termination of membership, [3] incapacitation, [4] demonstrated inability to perform the duties of a Board member, or [5] death. The established vacancy rotation, meaning that approximately one-third of the Board of Directors reaches the specified term limits in any given calendar year, will continue as a practice and as a policy calculated to prevent the replacement of the entire Board of Directors at any one time.

Persons properly elected to the Board of Directors serve at the will of the general membership and are empowered to act as Officers of the Corporation.

B 34.00 Board Appointments

The term of office for an elected member of the Board will commence immediately after the annual membership meeting at which the election was ratified. Thereafter, the Board of Directors will meet and make appointments to each of the five (5) designated positions and publish such appointments in the next Association newsletter. In the event of a Board vacancy, the remaining Board members may appoint an interim Board member, but only for the prescribed term of the vacancy.

B 36.00 Board Nominations and Elections

The established practice of Board nominations and elections being conducted at and during the annual membership meeting will continue as a practice and as a policy calculated to insure open and fair elections of qualified persons to the Board of Directors. Nominations may be offered by either Board members or by any qualified member of the Association, all of whom are stockholders. A property owner who is not in good standing with the Association may not offer or second a nomination or accept such a nomination or be appointed to the Board of Directors.

At the discretion of the Board of Directors, an Advisory Committee may be created concerning the nomination of qualified persons as candidates for the Board of Directors. Any recommendations by this Advisory Committee must be submitted before or during the annual membership meeting. Other nominations may be rendered at and during the annual membership meeting.

B 38.00 Board Indemnification

Board members and Committee members and duly appointed agents or employees of the Association shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding in which such person may become involved by reason of holding or having held such position, or any settlement thereof, except to the extent such liabilities and expenses are covered by any type of insurance and except in such cases in which such person is adjudged guilty of unlawful conduct in the performance of Association duties. In the event of a settlement, the indemnification shall apply only when approved by the Board of Directors.

B 40.00 Committee Appointments

At its discretion, the Board may appoint qualified members of the Association, either Board members or general members, to serve as active volunteers on Standing Committees or Advisory Committees. Only members in good standing may be so appointed and such volunteer service is at the will of the Board and without term restrictions.

Fifth Amendment – dated June 2008

B 42.00 Compensation

Board members and Committee members shall be entitled to remuneration as authorized by the Board of Directors for reimbursement of actual expenses incurred on behalf of the Association.

Board members and Committee members that are engaged in management activities, relating to utilities, which are common to the entire community and which would otherwise necessitate the engagement of non-member professional expertise may be remunerated. This remuneration would be in effect from June 21, 2008 through June 30, 2011 after which time remuneration would cease and the original wording would be reinstated.

B 44.00 Gifts

The Board of Directors may accept a gift, bequest, or devise for the general benefit or special benefit of the Association only and are prohibited from accepting personal gratuities or considerations for Board service while conducting Association business.

B 50.00 Meetings - Board of Directors

- a) Regular meetings of the Board of Directors may be held without notice at the discretion of the Board of Directors. Such meetings may be held at a convenient time and place to facilitate Association needs.
- b) Special meetings of the Board of Directors may be held when called by the Board President or by any two Board Members, but only after three (3) days notice to each elected Board Member.
- c) A majority of the elected Board Members shall constitute a quorum for the transaction of Association business.
- d) Every act or decision of the majority of the elected Board Members shall be regarded as a Board of Directors' act or decision and shall be recorded in the minutes of the Board meeting.

B 52.00 Meetings - General Members

- a) The Board of Directors shall conduct an annual meeting of the General Members. The past practice of scheduling

the annual meeting during the summer months shall be adhered to in consideration of the General Members. Notice of the annual meeting shall be distributed to all General Members who are properly listed with the Association as of the date of the notice. The required notice shall be issued in a timely manner and at least thirty (30) calendar days prior to the annual meeting.

- b) The Board of Directors may conduct a special meeting of the General Members, but only after due notice of the General Members. Notice of a special meeting shall be distributed to the General Members in a timely manner and no less than ten (10) calendar days in advance of such meeting.
- c) The place of the annual meeting or a special meeting shall be within Kootenai County, Idaho.

Fifth Amendment – dated June 2008

B 60.00 Surveys and Ballots

- a) The Board of Directors may conduct surveys of the General Members either directly or indirectly. Such surveys are not formal VOTES by the General Members.
- b) The Board of Directors may conduct balloting of the General Members either directly or indirectly. Such ballots are formal VOTES and require due notice and recordation.
- c) Formal VOTING by the General Members may be conducted by proper balloting or during a proper meeting of the General Membership.
- d) General Members who are unable to attend a proper meeting may VOTE by PROXY, but only when such PROXY is accompanied by a written authorization signed by the concerned property owner.
- e) In all matters requiring a formal VOTE, a proper record of the proposal and the VOTE shall be preserved by the Board of Directors.
- f) In all matters requiring a formal VOTE, a General Member is entitled to ONE VOTE for each parcel owned within the Association. Developers having been granted Developer Status by the CBPOA are entitled to only ONE VOTE regardless of number of parcels owned. No fractional voting is permitted. NO more than ONE VOTE may be exercised with respect to any particular parcel, even if such parcel is owned by multiple persons. General Members owning multiple parcels within the Association are entitled to ONE VOTE per parcel. General Members owning multiple parcels that have been combined are entitled to ONE VOTE per combined parcel.

B 70.00 Membership Requirements

Each property owner shall be required to belong to and maintain a membership in the Association. Such membership is limited to property owners including current property owners and any subsequent property owners, grantees, heirs, successors and assigns. Such property owners constitute the General Membership. Membership privileges are administered by the elected Board of Directors in accordance with the Articles of Incorporation, the By Laws and the uniform protective Covenants, Conditions and Restrictions (CC&R's), including:

- a) Membership in the Association may not be transferred, pledged or alienated in any way, except upon the lawful transfer of ownership and then only to the new owner as identified in a lawfully recorded real estate transaction.
- b) Membership transfer, regardless of origin, shall be reported to the Board within sixty (60) calendar days following the lawful transfer of ownership.
- c) Membership privileges may be suspended by the Board for cause, meaning that a property owner who breaches or fails to comply with the approved By Laws or the uniform protective CC&R's may be subject to such sanction.

B 80.00 Enforcement Policy

- a) As a general policy, the elected Board of Directors recognizes that the Association is a private organization comprised of individual property owners who are members of the Corporation and have individual and a collective interests in the welfare and operation of the Association. Further, the Board is specifically responsible for the enforcement of the Articles of Incorporation, the By Laws and the uniform protective Covenants, Conditions and Restrictions (CC&R's)
- b) Therefore, the Board of Directors maintain that the Association is a self-governing private organization in which all property owners agree to fully comply with the self-imposed Articles of Incorporation, the By Laws and the approved CC&R's.
- c) However, it must be anticipated that some sort of violation or dispute may occur as the Association continues to service and manage the affected properties. If such a condition occurs, the Board of Directors will attempt conflict

resolution as a first level response. Thereafter, the Board may issue a written "notice of non-compliance" to the offending property owner as a second level response. The written "notice of non-compliance" will specifically identify the observed violation and the governing rule or regulation. When possible, the written "notice of non-compliance" will describe the recommended remedial action to be taken by the property owner. (ref: B 90.00 "Notice of Non-Compliance")

- d) Generally, the property owner will be given thirty (30) calendar days to correct the deficiency. If at any time prior to the passage of the thirty (30) calendar days, the deficiency is corrected by the property owner, no further sanctions or recordation will occur. (ref: B 92.00 to B 96.00)

B 90.00 Notice of Non-Compliance

The Board of Directors may issue a written "notice of non-compliance" to any property owner violating any provision(s) of the Articles of Incorporation, the By Laws or the approved CC&R's. Such a notice will specifically identify the violation or deficiency, identify the remedial or corrective action required, and identify the time period in which the property owner must comply. This protocol may be accelerated if emergency (health & safety) conditions are apparent. (ref: B 92.00 "Emergency Enforcement")

B 92.00 Emergency Enforcement

In certain matters, an emergency condition may be apparent to the Board of Directors. In such emergencies (health & safety), the Board may deem it necessary and reasonable to act immediately for the common benefit of Association. In such extreme circumstances, the costs of any remedial intervention will be assessed to the concerned property owner. Generally, the Board will attempt to notify the concerned property owner in a timely manner, but Board action is not restrained or restricted by this intended courtesy.

B 94.00 Delayed Enforcement

Absent an emergency Board intervention, a written "notice of non-compliance" will be issued to the offending property owner and appropriately mailed to the registered address as provided by the property owner to the Secretary of the Corporation. Thereafter, the Board of Directors will monitor the violation or dispute for a designated time, generally thirty (30) days. During the designated time, the property owner must correct the deficiency or request an extension of the designated time in order to accomplish the necessary correction. Such an extension may or may not be granted by the Board of Directors.

B 96.00 Prolonged Enforcement

If, after due notice and consideration, the offending property owner fails to respond to the Board of Directors or fails to undertake and complete the identified remedial steps to correct the deficiency, the Board will initiate an enforcement action to protect the interest of the Association.

- a) Membership privileges and other benefits may be suspended by Board action if the property owner fails to comply with the provision(s) of the Articles of Incorporation, the By Laws or the approved CC&R's.
- b) Membership privileges and other benefits may be suspended by Board action if the property owner fails to respond satisfactorily to a written "notice of non-compliance" or to submit assessments on schedule.
- c) The Board of Directors may continue such a suspension of membership privileges and benefits for as long as the non-compliance or deficiency continues.
- d) The Board of Directors may employ professional services to correct a deficiency or to collect delinquent accounts. Any such costs, including attorney fees, will be assessed to the offending property owners and not the Association or its Officers.

B 99.00 Approval of By Laws

By a proper and lawful VOTE of the General Members, and by review and APPROVAL of the Board of Directors, the Association established these revised By Laws as of May 15, 2000. Any substantive or procedural modification to these By Laws requires a formal VOTE by the General Members in which a minimum "two-thirds" majority supporting the change must be recorded.

SEE FILE COPY FOR ORIGINAL SIGNATURES

Robert Tjossem, Board President

SEE FILE COPY FOR ORIGINAL SIGNATURES

Lyle Aeschilman, Board Member

SEE FILE COPY FOR ORIGINAL SIGNATURES

Lamar Bennett, Board Member

SEE FILE COPY FOR ORIGINAL SIGNATURES

Werner Steffen, Board Member

SEE FILE COPY FOR ORIGINAL SIGNATURES

Dave Wolfert, Board Member

Carlin Bay Property Owners' Association, Inc.
June 17, 2000

[C]

Covenants, Conditions & Restrictions

C 10.00 Historical Statement

LANDS WEST was established as an Idaho Corporation in 1973 and thereafter conducted a real estate development business concerning various real estate tracts and properties in the Carlin Bay area of Lake Coeur d'Alene in Kootenai County, Idaho. To facilitate community services and property management, the CARLIN BAY SERVICES CORPORATION was established in 1980 and thereafter functioned as a "non-profit" services provider with facilities and operations in and about the following real estate tracts and properties:

Sunset Shores	Carlin Bay Estates	Parkwood Acres
Sunset Shores I	Carlin Bay Ranches	Parkwood Acres I
Sunset Shores II	Carlin Bay Meadows	Edgewater Estates
Sunset Shores Vistas	Lakeview Ridge Estates	

LANDS WEST and the CARLIN BAY SERVICES CORPORATION maintained stewardship of the affected real estate tracts and properties from 1981 to 1999, at which time sufficient sales of the properties had been recorded and the transfer of ownership of the "common areas" from the developer was carried out in full accordance with the provisions of the original Covenants, Conditions, and Restrictions (CC&R's) and the laws of the State of Idaho.

By a proper and lawful VOTE of the General Members, the CARLIN BAY SERVICES CORPORATION was reorganized and restructured to more effectively carry out its prescribed duties and responsibilities. While remaining intact as a "non-profit" services provider, the proper name of the organization was lawfully changed with the Idaho Secretary of State to:

Carlin Bay Property Owners' Association, Inc.
(hereafter referred to as the "Association" or "CBPOA")

C 12.00 Declaration and Notice

By a proper and lawful VOTE of the General Members, this DECLARATION of uniform protective Covenants, Conditions and Restrictions (or CC&R's) regulates and restricts the use of the private and common properties within the tracts identified herein. The properties so regulated and restricted are those properties originally developed by the LANDS WEST project and originally serviced by the Carlin Bay Services Corporation. Generally, these properties are located east of Highway 97 and alongside Carlin Bay Road, all being located on the east side of Lake Coeur d'Alene in Kootenai County, Idaho.

C 14.00 Covenants, Conditions and Restrictions

By a proper and lawful VOTE of the General Members, this DECLARATION establishes uniform protective Covenants, Conditions and Restrictions (or CC&R's) that directly effect certain private and common properties within the private lakeside residential community of Carlin Bay, to wit:

- a) These uniform protective CC&R's are intended to create and maintain general uniformity and appropriate decorum consistent with the safe habitation of a uniquely sensitive lakeside environment.
- b) These uniform protective CC&R's are intended to bind the current property owners including any grantees, heirs, successors and assigns of the current property owners and any future owners of the affected properties.
- c) These uniform protective CC&R's are intended to bind any owner or user of the affected properties to all applicable land use and construction regulations including those legislated by a valid governmental agency, commission, or district, and also including the private restrictions or requirements established by the Association and administered generally by the elected Board of Directors or as delegated by it to the Architectural-Landscaping Committee.

- d) Current property owners and any subsequent owners, grantees, heirs, successors and assigns are required to establish and maintain membership in good standing with the Association, including the timely payments of all assessments. No exceptions to this requirement are intended or recognized.
- e) The affected properties are part of a planned community. No parcel may be used or occupied for any purposes other than those consistent with a lakeside residential community supported by common services and facilities.

First Amendment – Dated June 2001

C 15.00 Expiration

By a proper and lawful VOTE of the General Membership and the Board of Directors, all previous versions of the Articles, By Laws, and Covenants, Conditions & Restrictions bearing dates earlier than the year 2000 shall be withdrawn and considered expired as they concern any of the property affected by these documents. No further reference to these outdated documents is deemed necessary.

C 16.00 Application, Durability and Redress

The act of purchasing or accepting ownership of any of the properties affected by this DECLARATION of uniform protective Covenants, Conditions and Restrictions (CC&R's) constitutes a formal agreement to fully abide and comply with the conditions herein. Any property owner, including grantees, heirs, successors, assigns, any other current owners, any other future owners, or person in control or possession of the properties affected by this DECLARATION who breaches or fails to comply with the conditions herein will be held accountable for the breach or failure and will be subject to lawful actions by the Board of Directors. No exceptions to this requirement are intended or recognized.

- a) This DECLARATION of uniform protective CC&R's is intended to regulate the current property owners and further regulate any successors to the current property owners, regardless of how or when or why such transfer of the ownership might occur.
- b) This DECLARATION of uniform protective CC&R's shall be perpetually binding on all parties, unless revised in accordance with the provisions contained herein. Should any portion of this DECLARATION be void or become invalid for any reason, the remaining provisions shall remain in full force and effect.
- c) Should any property owner of any of the properties affected by this DECLARATION of uniform protective CC&R's cause the Board of Directors to initiate or respond to civil litigation or process, the costs, expenses and attorney fees shall be borne by the property owner and not the Association or its Officers.
- d) Should any property owner of any of the properties affected by this DECLARATION of uniform protective CC&R's cause the Board of Directors to initiate special collections of dues, fees, assessments, liens, or any other financial obligation properly attributed to the property owner, the costs, expenses and attorney fees shall be borne by the property owner and not the Association or its Officers.

C 18.00 Duties and Purpose

The Association is a dedicated non-profit service provider and facilities manager operating for the exclusive benefit of the affected property owners. By a proper and lawful VOTE of the General Members, the current duties and responsibilities of the Association were established and defined as follows:

- a) To provide care, maintenance and supervision of roads, walks, trails, greenbelts, signage and other property associated with the common areas.
- b) To provide care, maintenance and supervision of a private water system that includes water collection, water transport, water treatment, water storage, water testing and water distribution for human use.
- c) To provide care, maintenance and supervision of an unimproved airstrip and open grassy meadow area.
- d) To provide care, maintenance and supervision of a private effluent collection, pumping and lagoon system.
- e) To provide care, maintenance and supervision of a private lakeside small craft marina including docks, slips, side ties, fairways, bulkheads, moorings, pilings, breakwaters, launch ramp, swimming beach areas, picnic areas, signage, utilities, and vehicle access or parking facilities.
- f) To provide care, maintenance and supervision of wooded areas, natural areas, improved and unimproved properties including forestry projects, weed abatement, vector control, slope stabilization, fire suppression, utility easements, and so forth.
- g) To provide care, maintenance and supervision of special facilities including power distribution, traffic control,

- postal services, mechanical and pumping stations, fire suppression, lighting, fuel storage, and so forth.
- h) To conduct liaison with community groups and government agencies concerning the stewardship of properties (common, private and public), natural resources, environmental protection, health & safety, emergency preparedness, and so forth.
 - i) To conduct open business for the benefit of the Carlin Bay property owners including assessing and collecting dues and fees; manage reserve or contingency funds; access public and private funding (loans, grants, local improvement, disaster recovery, etc.); conduct meetings; issue notices; retain agents or employees; conduct long range planning; negotiate contracts (services, supplies and capital projects); retain professional services (legal, technical, financial, etc.) when appropriate; establish "Standing Committees" (permanent) or "Advisory Committees" (temporary); conduct open and regular elections and appoint members to the Board of Directors; establish reasonable policies and practices for the common good; maintain appropriate records and prepare appropriate reports or correspondence.
 - j) To prepare, maintain, revise and enforce proper Articles of Incorporation; By Laws, and protective Covenants, Conditions and Restrictions (CC&R's).

C 20.00 Notice of Easements

Property owners who take title to any of the private property identified herein are hereby given NOTICE that certain EASEMENTS affect and restrict the use of the identified properties. Generally, these are utility easements or access easements necessary to the community infrastructure.

- a) In all cases, property owners are required to conform with such EASEMENTS and are prohibited from damaging, disrupting or interfering with the delivery of service or access to such EASEMENTS.
- b) Construction and land use of the identified private properties is restricted by such EASEMENTS.
- c) The Board maintains authority over such EASEMENTS and may periodically exercise that authority by imposing weight, load and speed restrictions on the roadways.

Fourth Amendment – date June 2007

Fifth Amendment – date June 2008

C 22.00 Properties Affected – Private Roads

The Association owns and manages certain parcels and facilities that are defined as being "common areas," meaning that the general membership is responsible for the ownership and maintenance of these parcels and facilities by means of a duly elected Board of Directors and by a uniform set of protective Covenants, Conditions, and Restrictions (CC&R's). Certain general and special assessments may be made by the Board of Directors concerning these Association Resources. The "common areas" are all located in Kootenai County, Idaho and include the following private roads: EDGEWATER DRIVE, LAKEVIEW RIDGE DRIVE, PARKWOOD DRIVE, RIDGEVIEW DRIVE, SUNSET SHORES CIRCLE, TIMBER LANE, EDGEWATER PLACE AND RIDGEVIEW LOOP AND RUNWAY LANE.

Members entering into construction that requires heavy vehicles (defined as non-passenger vehicles) to use Edgewater drive shall have the responsibility to instruct their contractor and/or subcontractors that all heavy vehicles shall enter the road via the upper level and depart EMPTY OR LOADED via the lower level. No tracked vehicles are allowed on association roads. Tracked machinery shall be transported to and from building sites.

Members shall be responsible for the costs of road repair if heavy vehicles related to their projects cause damage to any Association roads.

C 24.00 Properties Affected – Common Areas

The Association owns and manages certain parcels and facilities that are defined as being "common areas," meaning that the general membership is responsible for the ownership and maintenance of these parcels and facilities by means of a duly elected Board of Directors and by a uniform set of protective Covenants, Conditions, and Restrictions (CC&R's). Certain general and special assessments may be made by the Board of Directors concerning these Association resources. The "common areas" are all located in Kootenai County, Idaho and are described as:

Tax Parcel Number 0-2080-ORD-000-A

Approximately 26.226 acres of original LANDS WEST property dedicated to "private roads" and platted "open spaces" within the area originally served by the Carlin Bay Services Corporation. This property includes the private roads and open areas. Transfer recorded in March 2000 as "Parcel 4" and "Parcel 5" per Kootenai County instrument # 1629083.

Tax Parcel Number 0-1100-000-011-0

A small parcel of land identified as "Lot 11" in the original plat of Carlin Bay Ranches. It is located at the south intersection of Highway 97 and Timber Lane. Transfer recorded in March 2000 as "Parcel 1" per Kootenai County instrument # 1629083.

Tax Parcel Number 49NO3W-31-8200

Approximately .255 acre of water-front land originally developed by LANDS WEST to facilitate the main marina access including the original small craft docks, slips, side-ties and fairways. Ownership of the individual boat slips is not included. The facility itself is subject to a "submerged lands" lease agreement with certain expenses being shared among the slip owners. Transfer recorded in March 2000 as "Parcel 2" and "Parcel 3" per Kootenai County instrument # 1629083.

Tax Parcel Number 49NO3W-31-9400

Approximately 3.522 acres of water-front land originally developed by LANDS WEST and described as a thin strip of land extending 1620 feet south of the main marina access. This property includes the transient docks, a small craft launch ramp, a swimming & picnic beach, and limited vehicle access. Transfer recorded in March 2000 as "Parcel 2" and "Parcel 3" per Kootenai County instrument # 1629083.

Amendment 1 – Date June 2001

C 26.01 Properties Affected – Private Areas

The Association maintains uniform Covenants, Conditions and Restrictions (CC&R's) that affect the following private tracts and properties, all of which are located in Kootenai County, Idaho:

Platted Subdivisions

Sunset Shores

Block 1, Lots 1 – 13
Block 1, Lots 15 – 48

Sunset Shores I (aka: "Sunset Shores Vistas")

Block 1, Lots 1 – 27 (aka: "Parcels A and B and C")

Sunset Shores II

Block 1, Lots 1 – 7 [Parcel "A"]
Block 1, Lots 8 – 11 [Parcel "B"]
Block 1, Lots 12 – 16 [Parcel "C"]

Carlin Bay Ranches (aka: "Carlin Bay Estates")

Block 1, Lots 1 – 11 (Lot 11 dedicated common area)

Carlin Bay Meadows

Block 1, Lots 2 – 4 [contiguous to airstrip]
Block 1, Lot "A-1" [N of Parkwood W of Carlin Bay Rd.]
Block 1, Lot "A-2" [N of Parkwood W of Carlin Bay Rd.]
Block 1, Lot "A-3" [N of Parkwood W of Carlin Bay Rd.]
(seven parcels of land, located in parts of Sections 29, 31, and 32, in Township 49 North, Range 3 West, B.M., Kootenai County, Idaho.)

Lakeview Ridge Estates

Block 1, Lots 1-22 (approximately 214 acres... “sub-division plat recorded 11/17/94 as Instrument No, 1378282 in Book G of Plats at pages 197 and 197 A-D”)

Edgewater Estates

Block 1, Lots 1 – 8
Block 2, Lots 1 – 6
Block 3, Lots 1 – 23
Block 4, Lots 1 – 3
Block 5, Lot 1
Block 6, Lots 1 – 2

Parkwood Acres

Block 1, Lots 1-8
Block 2, Lots 2-11
Block 3, Lots 1-18
Block 4, Lots 1 -8

Parkwood Acres I

Block 1, Lots 1-12

Platted Parcels

Government Lot #3

Platted parcel located at the north-east intersection of Highway 97 and Timber Lane, immediately contiguous to the "Sunset Shores" tract. The involved parcel consists of 1.523 acres and bears the plat marking of "49N03W-31-7900." Transfer recorded per Kootenai County per Instrument #1624940.

Perea Property

Platted parcel located immediately adjacent to the "Edgewater Estates" tract and would be numbered next in order as "Block 3, Lot 24." This annexation and membership was originally approved by Board action on September 14, 1996.

C 28.00 Special Facilities

The Board shall regulate the special facilities in a proper business manner calculated to effectively protect the interest of the general membership. General assessments may be imposed to offset common costs for those common benefits shared by all property owners. Special assessments may be imposed as user fees or pass through taxes for property owners and other persons who have proprietary rights or access to any of the special facilities managed by the Association, including the following:

- a) Storage Facility (pending)
- b) Marina and Beach Facility
- c) Private Airstrip Facility

Second Amendment – dated June 2004

Amendment adopted by the AGM regarding building permits – dated July 2018

C 30.00 Planned Community

The common and private properties identified herein are part of a planned lakeside residential community supported by common services, facilities and management. No parcel may be used or occupied for any purposes other than those consistent with such a lakeside residential community. Buildings and structures are restricted to SINGLE FAMILY DWELLINGS consistent with such a lakeside residential community. Construction or modification to any common areas or facilities must comport with the lakeside residential decorum and comply with all zoning and building laws applicable thereto. If the Kootenai County Building Department establishes any program that allows property owners to “opt out” of the Building Permit/Inspection process, CBPOA property owners are prohibited from “opting out”. No parcel may be used or occupied for commercial, industrial, business or training purposes; including nurseries, day care centers, medical arts,

health care providers, or other activities which are inconsistent with the lakeside residential decorum. No parcel or family dwelling may be rented on a short-term basis. Only minimum rentals of no less than three months duration are allowed. All renters shall be required to sign a contract stating that they will abide by the CC&R's. It shall be the property owner's responsibility to submit this signed contract to the CBPOA Board of Directors prior to the date of rental.

Fifth Amendment – dated June 2008

C 32.00 Fire Safety

Property owners are responsible for adhering to all local fire codes in addition to fire prevention and fire safety on private properties and common areas. Use of fire resistant building materials and roofing and the maintenance of adequate greenbelts or clear areas around residences and structures is critical. Subscription to the EASTSIDE FIRE PROTECTION DISTRICT is also critical.

C 34.00 Assessments – Schedule of Payments

Property owners are responsible for the timely payment of general or special assessments. In all cases, the payment is due on the first day of the month and will be deemed late and overdue on the fifteenth day of the month. Property owners may voluntarily submit advance payments on a quarterly or yearly basis.

- a) Property owners who fail to make their payments in a timely manner will be charged a monthly bookkeeping fee of ten (\$10.00) dollars per lot or parcel during the period of the delinquency. The bookkeeping fee will be charged to the involved property owner's account on the fifteenth day of the delinquent month and on the first day of each succeeding delinquent month .
- b) If the property owner allows the delinquency to continue for a period of six months, the Treasurer shall notify the Board of Directors of the account delinquency. Failure to submit payments in a timely manner may cause the Board to suspend membership privileges of the property owner.

C 36.00 Assessments – Delinquent Accounts

Any property owner failing to submit full payment of assessments as described and scheduled herein, will cause the Board of Directors to issue a "notice of non-compliance" [ref: B 16.00 "a" and C 16.00 "c"] and to further initiate liens, litigation, seizures, forfeitures and other lawfully permitted means of recovery and redress. Expenses for such recovery and redress will be attributed to the involved property owner and not to the Association or its Officers.

C 38.00 Assessments – Definition

By a proper and lawful VOTE of the General Members, the Board of Directors maintains the authority to establish and collect assessments for membership, services, user fees, operating expenses, capital projects, taxes, and other costs. Such assessments may be either GENERAL or SPECIAL, and must be reasonably consistent with the function of a non-profit Idaho Corporation. Increases in such assessments are limited to five percent (5%) annually.

C 40.00 Assessments – General

General assessments concern the property owners in an equal manner. However, the Board of Directors maintains the discretion to exclude certain property owners from a general assessment when deemed reasonably appropriate to do so. General assessments are determined by the Board of Directors and approved by the General Members. The Board of Directors shall maintain a record of the current general assessments and report such assessments at the annual meeting of the General Members.

C 42.00 Assessments – Special

Special assessments concern a limited number of property owners due to special services or facilities or agreements that are unique, rather than common. The Board of Directors maintains the discretion to define such special needs and considerations. The Board of Directors shall maintain a record of the current special assessments and report such assessments at the annual meeting of the General Members.

- a) If the Board of Directors approves a special assessment, the matter must be recorded properly within the minutes of the Board meeting. The proper record shall include a statement of needs, a statement of costs, a funding plan complete with a schedule of payments, the terms and conditions of the assessment, and any other information deemed appropriate. Special assessments may also be approved by a formal VOTE of the General Members.
- b) Special assessments concerning capital projects, major repairs or significant purchases that exceed normal operations must be approved by a two-thirds (2/3) VOTE of the concerned property owners, unless certain emergency conditions require immediate Board action. Special assessments concerning lot consolidations or subdivisions may be approved by Board action. Special assessments concerning special services and annexations may be approved by Board action. Special assessments may include previous actions by the LANDS WEST development company and/or the Carlin Bay Services Corporation, all of which pre-date this DECLARATION.

C 44.00 Membership Required

Each property owner shall be required to belong to and maintain a membership in the Association. Such membership is limited to property owners including current property owners and any subsequent property owners, grantees, heirs, successors and assigns. Such property owners constitute the general membership and are, in effect, the "stockholders" of the Corporation. Membership privileges are administered by the elected Board of Directors in accordance with these uniformed protective CC&R's and the approved By Laws of the Corporation, including:

- a) Membership in the Association may not be transferred, pledged or alienated in any way, except upon the lawful transfer of ownership and then only to the new owner as identified in a lawfully recorded real estate transaction.
- b) Membership transfer, regardless of origin, shall be reported to the Board within sixty (60) calendar days following the lawful transfer of ownership.
- c) Membership privileges may be suspended by the Board for cause, meaning that a property owner who breaches or fails to comply with these uniform protective CC&R's or the approved By Laws may be subject to sanction.

C 46.00 Membership Continued

By a proper and lawful VOTE of the General Members, those property owners who were previously members in good standing with the Carlin Bay Services Corporation (CBSC) will continue their membership in its renamed successor, the Carlin Bay Property Owners' Association (CBPOA) and will maintain their membership privileges in accordance with these uniformed protective CC&R's and the approved By Laws of the Corporation.

C 48.00 General Rules and Regulations

By a proper and lawful VOTE of the General Members, the Association maintains general rules and regulations designed to enhance the community peace, safety and decorum. These general rules and regulations identify the community standards and membership responsibilities. Property owners shall:

- a) Maintain membership in good standing in the Association, meaning that all members shall fully comply with these uniformed protective CC&R's and the approved By Laws of the Corporation, including the timely payment of assessments.
- b) Actively participate in the management of the Association, meaning that each property owner is expected to submit a VOTE, a NOMINATION, or a SURVEY RESPONSE when called upon to do so.
- c) Actively participate in the management of the Association by attending the annual meeting of the general membership. If attendance is not possible, the absent property owner may instead authorize a PROXY VOTE as described herein. Property owners may submit and schedule an agenda item for the annual meeting of the general membership by means of a written request to the Board of Directors no less than thirty (30) days prior to the scheduled meeting. If necessary, a property owner attending the annual meeting of the general membership may offer an agenda item for consideration during such meeting.

Fifth Amendment – dated June 2008

C 50.00 Utilities – Installation and Maintenance

- a) All utility "hookups" from primary "feeders" to private parcels shall be properly buried underground unless, in the judgment of the Board, such an underground installation would not be feasible. As used in this sub-section,

"properly buried" includes trenching, bedding, engineering, and other minimum standards. All service connections and attachments are controlled by the Board, including the use of specific components and qualified installers. Members are required to provide and grant access to CBPOA and/or its designated contractors to all utility connections (to include water connections and meters, wastewater connections and septic tanks and or other utility connections necessary for standard maintenance or emergency maintenance and/or shut off on individual private property.

- b) Property owners are responsible for the safe and proper installation of all utilities with full compliance to all laws, rules, regulations and standards of quality associated with such installations. Each individual property owner is responsible for the costs of installation, maintenance and repair of such utilities, whether located in designated easements or on private property. All service connections and attachments are controlled and regulated by the Board, including the use of specific components and qualified installers. Members are required to remit to CBPOA documentation to support installation date, system type and maintenance requirements.
- c) Members are required to have private septic tanks pumped at an interval no greater than 5 years and provide the CBPOA with a record of this information to include inspection comments when completed, requested or required.

Fourth Amendment – dated June 2007

C 51.00 Clean Water Act

Idaho Rules for Public Drinking Water Systems (Rules), 58.01.550.07 states that all suppliers of water for community water systems shall implement a cross connection control program. The CBPOA is required by State Law to comply. In doing so access to all properties connected to the CBPOA water system shall be made available to the members of the water committee for inspections consistent with State law.

- a) Backflow prevention devices shall be installed if determined necessary by CBPOA operator in charge of water. This determination is guided by rules or standards adopted by the State of Idaho. If backflow prevention devices are found to be necessary, the property owner shall have the required device installed and inspected within a period of (3) three months following the date of notification from CBPOA. Upon installation of such a device, property owners will be required to hire a licensed American Waterworks Association (AWW A) certified tester to inspect the backflow prevention device. Within 30 days of the date of the inspection, the AWWA licensed tester, or property owner, must submit, in writing the results of this test to the CBPOA operator in charge of water.
- b) Subsequently after having a backflow prevention device installed, and still receiving water through the CBPOA water system, the property owner will be required to have annual inspections by an AWW A licensed tester, and provide results of the inspection within 30 days of the inspection date to the CBPOA operator in charge of water.
- c) Type of protective cross connection device required shall depend on the degree of hazard that exists and shall be in accordance with the types of devices specified in the latest edition of appropriate manuals of standard practice pertaining to the cross connection control approved by the State.
- d) Whenever the backflow prevention devices are found to be defective they shall be repaired, overhauled or replaced at the property owners' expense, within no more than 30 days of the date of inspection. The affected property owner shall implement changes made necessary by the inspections. Non-compliance requires termination of water service.

C 52.00 Utilities – Primary Services Required

- a) Property owners are required to install and maintain primary utilities including water, sewer and electrical. Alternative utilities, including private utility systems or sources, may be approved by the Board, but only after the primary utilities have been properly installed and tested as safe, or the Board grants the individual property owner a variance for cause. Expenses associated with the installation, maintenance and repair of such utilities rests with the individual property owner, unless the Board acts otherwise in the interest of the Association.
- b) Alternative utilities include water wells, septic systems, solar or wind-generated electrical service, and any other form of utility service not provided by the Association or a recognized utility provider.
- c) Property owners are required to access the community services provided by the Association, including the water and waste systems, unless the Board grants the individual property owner a variance for cause or special engineering needs. In all cases, the design and control of these community service systems rests exclusively with the Board.
- d) Optional utilities include telephone, cable or earth station (satellite) installations.

C 54.00 Utilities – Prohibited Devices

- a) Property owners may not construct, erect or operate large or unusual antennas. This prohibition is predicated on aviation and fire safety issues, as well as aesthetics.
- b) No light may be displayed from any lot or parcel which is unreasonably bright or has such glare as to disturb others.
- c) No sound may be emitted from any lot or parcel that is so loud as to disturb others, including unreasonable or annoying speakers, whistles, horns, bells, alarms, live music, generators, motors, etc. Security alarms are permitted when properly installed and maintained in a condition to prevent repeated malfunctions.
- d) No cesspool, effluent pond, "privy," outhouse or open sewer is permitted as a matter of health safety. Temporary restrooms are permitted at construction sites. (ref: LAND USE PLAN)

C 56.00 Special Rules – Storage Facility

(Pending Site Selection and Development)

Second Amendment – dated June 2004

Fourth Amendment – dated June 2007

Fifth Amendment – dated June 2008

C 58.00 Special Rules – Marina and Beach Facility

The design, intent and regulatory controls concerning the “private small-craft marina” and the “swimming beach” facilities limit their use. Boat slips may be sold only to property owners. Any boat slips owned by persons outside this association shall be sold only to association members in the future. Boat slips may be rented out seasonally. These facilities are not for general use, commercial use or large vessel operations. The “private swimming beach” is to be used by CBPOA members and their invited guests only. Boat slip renters are not entitled to use this area. In addition to the governmental authorities, the Board maintains control over the restricted use of these private lakeside facilities; which include the small craft marina, the boat slips, the breakwater, the small boat launch ramp, the swimming beach, the picnic areas and the vehicle access areas. The rights of CBPOA members to the use of facilities of the beach and assigned slips shall not be abridged as long as members are in good standing. By a proper and lawful VOTE of the General Members, the Association maintains the following special rules:

- a) The marina and beach facilities are private property and are not available for public use. Public access, swimming or fishing is prohibited. Trespassing or loitering on the docks or watercraft is not permitted.
- b) The Association assumes no liability concerning watercraft operations, maintenance, storage, or ownership.
- c) Property owners who permit guests to operate or store watercraft not belonging to the host property owner shall remain personally responsible for such use of the facility. Guest boaters and their watercraft must comply with all applicable rules, regulations and requirements, including those approved by the Board.
- d) Property owners and their approved guest are required to comply with all applicable rules, regulations and requirements. Persons operating watercraft of any type on or around the facility must be properly trained and insured.
- e) All users of the private marina and beach facility are required to operate watercraft and ground vehicles in a safe and lawful manner. A "NO WAKE" rule is in effect, meaning that no watercraft shall be operated inside the private marina at a speed exceeding five (5) miles an hour, or at any speed that produces excessive water disturbance.
- f) No commercial activities are permitted. Watercraft moored within the private marina are restricted to recreational uses. This section shall not be construed to restrict a property owner from maintaining or repairing a vessel owned by a property owner and registered with the Association.
- g) No person may establish on board residency or use a moored vessel of for human habitation beyond occasional over night camping.
- h) Intoxicated or disruptive persons are not permitted on or about these facilities. Loud, disturbing or unsafe activities on the beach, docks or watercraft are prohibited.
- i) Children under twelve years of age must be properly supervised while on or about these facilities.
- j) Swimming is not permitted in the marina fairways or slips. Swimmers are cautioned to avoid the breakwater structure and the guest docks area as a matter of personal safety. Swimmers are cautioned to avoid the launch area. No lifeguard services are furnished or provided by the Association.
- k) Powered watercraft are not permitted to operate from or near the designated swimming beach. All watercraft shall

avoid contact with the breakwater structure.

- l) Motor vehicles, boat trailers, or watercraft shall not block access to the launch ramp, unless a vessel launch or recovery is in progress.
- m) Vehicle parking and dock access are restricted to property owners and invited guests only. Property owners and guests visiting the facility must comply with posted access and parking rules. No motor vehicles are permitted onto the designated "swimming beach" as a matter of safety.
- n) Maintenance and repairs of the marina shall be the responsibility of CBPOA. Maintenance and repairs of the canopy structure and awnings shall be the responsibility of CBPOA, but costs will be incurred by canopy owners.
- o) Assessments for maintenance and repair of the marina, canopy structure, and awnings shall be determined by the board of directors and collected annually. Replacement/repair of awnings will be required if they become damaged e.g., rips or tears.
- p) Installing and removing the canopy awnings shall be accomplished by contract for all canopies to insure uniformity, proper process, and effective storage.

Fifth Amendment – dated June 2008

Sixth Amendment – dated July 2010

C 60.00 Special Rules – Vessel Registration and Storage

By a proper and lawful VOTE of the General Members, the Association maintains the following special rules:

- a) Regardless of type, category or use, all watercraft operating or stored in or about the private marina must comply with the following requirements:
 - maintained and operated in a safe, lawful manner at all times
 - adequately insured to recognized levels of coverage
 - properly registered with the regulating authorities
 - must lawfully display current watercraft identification numbers.
- b) Regardless of type, category or use, all watercraft regularly berthed or stored at the private marina must also be registered with the Association and thereby provide the following information.
 - boat owner's information (including name, address, telephone number, emergency contact information)
 - boat description (including manufacturer, year built, type, color scheme, distinctive markings or names)
 - boat description (make, model, LOA, beam, draft, clearance, primary propulsion, type of fuel)
 - boat identification numbers (including registration, serial, hull, sail, radio station call numbers)
 - proof of ownership, current registration and adequate insurance to recognized policy limits
 - proof of slip assignment (member) or berthing agreement (non-member)
 - a current list of persons authorized to legally operate the watercraft
 - verification of liability insurance coverage (see C 58.00)
 - signed lease agreement with release of CBPOA from all personal liability (see C 58.00)
 - contact information for the lessee including home and business addresses, phone numbers including cells, and e-mail addresses
 - verification that lessees' boat is properly registered
- c) The structural design and intent of the private marina necessarily limits boating operations to small watercraft. No vessel in excess of thirty two (32) feet Length Overall (LOA) in a (30 foot slip) or twenty two (22) feet LOA in a (20 foot slip) or having a fixed draft in excess of eight (8) feet may be moored or attached in any way to any dock or marina structure unless a request for variance has been submitted and approved by the CBPOA board and/or membership.

Length Overall (LOA) is defined by CBPOA for any vessel berthed in the CBPOA Marina is that of being measured from the foremost part of the vessel to the rearmost part of the vessel including any add on accessory or add on appendages to include outboard motors. This measurement will be irrespective of what the manufacturer has defined the vessel length overall.

Vessels must be moored in any marina slip so that they do not "hang out" more than necessary into the common vessel fairways. Vessels also must not be pulled so far forward that they impede foot traffic on any common walkway. Vessel owners assume any and all responsibility for damages to their vessels or damage to others when impeding marina fairway or marina walkway traffic.

- d) All vessels moored within the private marina shall be secured safely with adequate dock lines, anti-chafe devices,

fenders, scuppers or pumps, and heavy weather through-hulls. Mooring of jet skis, flotation devices, kayaks, canoes shall not extend into the fairway. All on-board fuels must be safely contained and properly vented. Absolutely NO SPILLAGE of fuel or solid waste or overboard discharge is permitted.

- e) No derelict or abandoned or trespassing watercraft are permitted. Watercraft not clearly displaying proper registration and identification numbers will be removed from the private marina at the owner's expense. Thereafter, such vessels may be subject to lawful lien sale.
- f) All vessels and docks must be kept in a proper "seamanship" condition. Dock boxes, boat covers, fenders and any devices attached, affixed, installed or placed on the docks, gangways or common areas require Board approval. No modification or alteration of marina structure and/or decking is allowed without board approval.
- g) All active electrical circuits must have safety breakers or GFI switches. Power cords from power pedestals must be routed so that they do not cause tripping or other safety hazards.
- h) No flammable, caustic or explosive materials may be stored in dock boxes or lockers.
- i) No discharge or disposal of any material is permitted either into the water or onto the land.
- j) Property owners are responsible for the clean and safe use of the marina and beach facilities and shall attend to trash removal after each visit.
- k) Immediately upon sale or transfer of any boat slip in the CBPOA marina, the "Seller and the Buyer shall consummate the final sale via a CBPOA standard bill of sale available from CBPOA. The standard bill of sale shall be filled out in its entirety and it is the responsibility of the Buyer to mail, fax, e-mail or hand deliver a copy of the standard bill of sale to CBPOA within 10 days of the final sale or transfer.

C 64.00 Special Rules – Airstrip Facility

The design, intent and regulatory controls concerning the "private airstrip" facility clearly restrict its use to property owners and their authorized guests. The facility is not suitable for general use or commercial use and is so designated in aviation-related publications, including official navigation charts. In addition to the local and Federal authorities, the Board maintains control over the use of the private airstrip facility. By a proper and lawful VOTE of the General Members, the Association maintains the following special rules:

- a) The "private airstrip" and adjacent properties are private and are not available for public use. Public access and general aviation is prohibited. Trespassing or loitering on or about the facility is not permitted.
- b) The Association assumes no liability concerning aircraft operations, maintenance, storage, or ownership.
- c) Property owners who permit guests to operate or store aircraft not belonging to the host property owner shall remain personally responsible for such use of the facility. Guest aviators and their aircraft must comply with all applicable rules, regulations and requirements, including those approved by the Board.
- d) Property owners and their approved guests are required to comply with all applicable rules, regulations and requirements. Persons operating aircraft of any type on or about the private airstrip must be properly trained, licensed and insured.
- e) All users of the private airstrip are required to operate aircraft and ground vehicles in a safe and lawful manner.
- f) All users of the private airstrip are required to adequately secure their aircraft in a safe and proper manner when stored or parked on or about the facility.
- g) No commercial activities on or about the private airstrip facility are permitted. This section shall not be construed to restrict a property owner from constructing, maintaining, or repairing an aircraft owned by a property owner, if the involved aircraft is properly registered with the Association.
- h) Property owners with private aircraft hangars shall limit the use of such hangars to aircraft storage and aviation related activities. No human habitation is permitted in such structures. This section shall not be construed to restrict occasional over night camping.
- i) Intoxicated or disruptive persons are not permitted on or about this facility.
- j) Children under twelve years of age must be properly supervised while on or about this facility.

Fourth Amendment – dated June 2007

C 66.00 Special Rules – Aircraft Registration and Storage

By a proper and lawful VOTE of the General Members, the Association maintains the following special rules:

1. Regardless of type, category or use, all aircraft operating or stored on or about the private airstrip must comply with the following requirements:

- certified by the FAA, the EAA or a recognized aviation authority
 - adequately insured to recognized levels of coverage
 - must maintain and properly display current registration and identification numbers
2. Property owners who operate or store aircraft of any type on or about the private airstrip must also register such aircraft with the Association and thereby provide the following information:
 - aircraft owner's information (including name, address, telephone number, emergency contacts)
 - aircraft description (including manufacturer, year built, type, color scheme, distinctive markings)
 - aircraft identification (including manufacturer's serial numbers, registration numbers, etc.)
 - recent color photograph depicting the general appearance of the aircraft (re: SAR Operations)
 - evidence of adequate aircraft insurance having commonly recognized policy limits
 - a current list of persons authorized to legally operate the aircraft
 3. Hangar usage is limited to the maintenance and operation of an aircraft storage hangar and other activities reasonably incident to the leasing of such a hangar which include minor aircraft maintenance; storage of aircraft and other incidental property such as parts, equipment supplies, and property carried on such aircraft; parking of Lessee-owned ground vehicles; and for no other purpose.

C 68.00 Special Rules – Signs and Displays

Property owners or their agents shall not erect or display any signs or advertising or directional devices for any purpose other than the following exceptions:

- a) Signs no larger than two (2) square feet identifying the occupants of the site and the address of the site.
- b) Signs no larger than five (5) square feet identifying that the property is being offered for sale or lease.
- c) Signs or displays associated with the EASTSIDE FIRE PROTECTION DISTRICT for the sole purpose of rapid emergency service responses.
- d) Signs or displays associated with the public utilities providers for the sole purpose of line protection.
- e) Temporary signage during site construction no larger than nine (9) square feet identifying the architect, prime contractor, lending institution, or any combination of the three, with a display period limited to the actual construction project or eighteen (18) months, which ever is less.
- f) Signs or displays associated with State, County or District markings or associated with the Carlin Bay Property Owners' Association facilities and operations, etc.
- g) Signs or displays no larger than four (4) feet by eight (8) feet placed by LANDS WEST adjacent to public roads concerning the original development project and with a display period limited to September 1, 2005.

Second Amendment – dated June 2004

C 69.00 Special Rules – Guidelines for Developers

Developers are assessed one lot fee for all multiple undeveloped contiguous lots. This is done to encourage the development of our association and to enhance property values within the development plan. The Plan must also be Board approved prior to development. Developers have until September 2, 2006, in which to complete the development of all lots. Necessary tasks for completion of development of said property are installation of water and sewer, completion of all necessary roadways in compliance with Association standards, and installation of County approved utilities for each lot. Removal of trees for anything other than home footprints must be approved by the Board of Directors.

New developers are required to submit a County-approved plan for development for said property within six (6) months of purchase and have the necessary developments completed within two (2) years from purchase date. The plan must be Board approved prior to development.

Failure to meet any of the listed requirements within the allocated time frame will result in the owner losing developer status and being assessed for each individual undeveloped lot for the previous two (2) year period. Thereafter, the owner will be assessed on each individual lot until the development of all lots is completed.

C 70.00 Architectural – Landscaping Committee

The Association maintains control over the community development, including the use of the common and private properties identified herein. This function is generally assigned to a standing committee named the "Architectural –

Landscaping Committee."

C 72.00 Architectural – Landscaping Committee Duties

The Association maintains a policy and practice of controlling land use by compliance with local codes or regulations and by the establishment of the "Architectural - Landscaping Committee" to process applications, oversee construction, conduct site inspections, and generally enforce the community standards applicable to land use issues. Regular duties of this standing committee include the preparation and proper maintenance of the LAND USE PLAN, which is designed to assist property owners involved in new construction or modifications to existing structures.

Fifth Amendment – dated June 2008

C 74.00 Architectural – Landscaping Committee Communications

Property owners may access the services and expertise of the "Architectural – Landscaping Committee" by submitting a written request to the Board of Directors at the mailing address indicated herein. Thereafter, the Board will assign a committee member to assist the property owner with CBPOA guideline documentation, project inquiries and coordination. Committee members are volunteers who are authorized to assist the property owners. The Board retains the authority and responsibility to approve, modify or disapprove recommendations submitted by the committee, the property owner or other concerned parties.

Third Amendment – dated June 2005

Fifth Amendment – dated June 2008

C 76.00 Land Use Plan

- a) Property owners intending to erect, construct, install, modify, repair, alter or refurbish and new or existing building, structure or utility described herein must adhere to the land Use Plan utilizing the current CBPOA guideline document so that the Board may properly review, consider and approve or disapprove the intended project.
- b) This is a required protocol designed to protect the interests of the Association, including the concerned property owner, and the unique Carlin Bay environment.

C 78.00 Land Use – Access and Fencing

- a) No driveway, trail or path may intersect with a common access or roadway without the prior written consent of the Board. Care and maintenance of the common access or roadway is the responsibility of the Board.
- b) No gates or other obstructions shall be placed upon or block any common access or roadway unless and until approved by the Board and only after obtaining a two-thirds (2/3) affirmative VOTE of the concerned property owners. Gate design and construction must satisfy the environmental and appearance standards of the community and must not restrict the delivery of emergency services.
- c) No driveway, trail, path, landscaping or structure may be created in such a manner as to alter, block or restrict the free flow of periodic surface water. Structures designed to control periodic surface water flow may be constructed by the Association or the property owner, but only if approved by Board action.
- d) Private fencing is permitted only if approved by Board action. The costs of approved private fencing rests with the property owner(s) who may act alone or in concert to build common fences. In all cases, the fence design and construction must satisfy the environmental and appearance standards of the community. (ref: LAND USE PLAN)

Third Amendment – dated June 2005

C 80.00 Land Use – Set Backs

Property owners are restricted to common "set-backs" designed to enhance community safety and decorum. These "set-backs" are generally dependent on the size and grade of the lot or parcel and are often established by local building or fire codes. As part of a planned community, property owners must comply with the following conditions:

- a) Parcels of four (4) acres or less shall have a minimum fifteen (15) foot side line "set-back" and a twenty-five (25) foot rear line "set-back." The front line "set-back" shall conform to local codes and remain consistent with the intended community standards. All lots and parcels must fully conform with local codes and regulations.

- b) Parcels exceeding four (4) acres shall have a minimum thirty (30) foot side line "set-back" and a thirty (30) foot rear line "set-back." The front line "set-back" shall conform to local codes and remain consistent with the intended community standards. All lots and parcels must fully conform with local codes and regulations.
- c) The Board may grant a variance to an individual property owner based on unusual lot grade or other compelling needs, but only within the minimum "set-back" standards articulated in local codes and regulations.
- d) The "set-back" standards generally do not apply to access roads, driveways, fences, gates, corrals or utilities.
- e) In all cases, the lawful and approved "set-backs" shall be clearly specified within the LAND USE PLAN as submitted by the property owner.

Third Amendment – dated June 2005

Fourth Amendment – dated June 2007

C 82.00 Land Use – Primary Structures

Construction and land use of the identified private properties is restricted to SINGLE FAMILY DWELLINGS and certain approved appurtenant structures, to wit:

- a) The Association recognizes that some members purchased or otherwise acquired building sites prior to the revision of the original CC&R's, as established by LANDS WEST and the Carlin Bay Services Corporation (circa 1981 to 1995). Such property owners are entitled to rely on the "minimum square footage" building standards articulated in the previous CC&R's for purposes of new construction or for disaster related re- construction or repairs. This exception is granted only to the recorded property owner as of the date of this DECLARATION and is specifically withdrawn if the UNDEVELOPED building site is sold or the ownership is otherwise transferred. Subsequent to such a sale or change of ownership, the revised and adopted "minimum square footage" building standards set forth in this sub-section shall then apply.
- b) No more than one Single Family residence; one detached garage building and or one other approved appurtenant building may be constructed on any lot or parcel, thus constituting a maximum of three (3) structures permitted. A free-standing barn or workshop constitutes one of the described appurtenant buildings and limits any additional construction. Local "set-back" regulations may further restrict such structures. The residence (regardless of lot size) shall contain a minimum of twelve hundred (1200) square feet of habitable living space exclusive of second floors, lofts, garages, porches, patios, basements, "walk-outs", RV-Boat storage areas, utility rooms, car ports, etc.
- c) On lots or parcels exceeding 5 acres in size, the construction of additional buildings (more than three (3) depends upon their proposed location and must be approved by the Board of Directors.
- d) No "pre-constructed," "factory-built," "modular building," "mobile home," "trailer" or any temporary structure is permitted. However, during a period of actual construction, and not to exceed eighteen (18) months, a temporary building may be permitted at construction sites.

C 84.00 Land Use – Appurtenant Structures

Construction and land use of the identified private properties is restricted to SINGLE FAMILY DWELLINGS. The Board of Directors may approve other appurtenant structures when such structures are not intended for human habitation, including:

- a) On-site constructed barns and farm buildings may be permitted.
- b) Factory-designed and site-delivered barns and farm buildings may be permitted.
- c) Small manufactured or on-site assembled storage buildings may be permitted.
- d) Aircraft hangar buildings or structures may be permitted on certain private lots adjacent to the airstrip.
- e) Aircraft hangar buildings or structures may be permitted on certain common properties adjacent to the airstrip if such buildings or structures provide benefit to the Association.
- f) Non-residential buildings or structures may be permitted when such buildings or structures provide benefit to the Association.

Amendment adopted by the AGM regarding section (i) Timber Resources – dated July 2019

Third Amendment – dated June 2005

C 86.00 Land Use – Community Standards

- a) Approved Buildings: Construction and land use of the identified private properties is restricted to SINGLE

FAMILY DWELLINGS and certain approved appurtenant structures. Airplane hangar buildings not designed for human habitation are permitted only on certain lots and parcels adjacent to the existing airstrip. All construction and modification projects require prior written approval by the Board of Directors.

- b) Appearance – General: Property owners are responsible for the maintenance and upkeep of their property. Property owners shall maintain their buildings and parcels in a neat and clean appearance at all times, paying attention to health, safety and community decorum. No collection of materials or waste products producing offensive or obnoxious odors is permitted within the identified properties. No dumping or storage of trash, refuse, garbage, ashes, ruins, containers, furniture, apparently disabled or abandoned vehicles, discards, or other items is permitted within the identified properties.
- c) Appearance – Special: Property owners are responsible for the control and removal of noxious weeds, recognizing that such weeds have a tendency to spread across open areas and over property lines, thus creating hazards and liability. Trimming, spraying, or a combination of both techniques should be applied as necessary.
- d) Common Roads: Property owners and their guests are required to comply with posted restrictions concerning community assets such as roadways and special facilities. Care must be exercised concerning vehicle speed, traction control, and weather-related road conditions. Posted speed limits and established weight restrictions must be obeyed.
- e) Equestrian Animals: Horses may be kept only for private (non-commercial) purposes and personal enjoyment, provided such horses are adequately fenced and sheltered in accordance with care and safety and good animal husbandry practices, and only to a limit of two (2) horses on lots or parcels that exceed five (5) acres in size, unless the Board of Directors specifically approves a variance in writing concerning the minimum size of the involved lot or parcel.
- f) Permitted Animals: Domestic animals, including dogs, cats and other household pets, are permitted, but only if such animals are kept and housed in a manner consistent with the peaceful decorum of the community. Such animals must not be allowed to freely roam within the community or on the common properties. Property owners are responsible for maintaining kennels and other animal enclosures in a safe and clean condition, free of any offensive or obnoxious odors. Animal waste, parasites and biological vectors should not be allowed to collect.
- g) Prohibited Animals: No animal may be kept, raised, bred or displayed in violation of any applicable laws, ordinances or regulations. Other than the domestic animals described herein, no other animals or livestock may be kept, raised, bred or displayed on any lot or parcel. No collecting of animal waste, parasites and biological vectors is permitted.
- h) Prohibited Activity: No activity or land use that would produce excessive traffic flow, noise or environmental damage is permitted. No private or commercial mining, drilling or quarrying is permitted within the identified properties other than the LANDS WEST reasonable use of the gravel pit (LRE Lot # 9).
- i) Timber Resources: Timber Resources: The following regulations establish rules and regulations governing tree removal, tree maintenance, and tree planting. This includes properties with and without a residence.

Any significant alteration to the timber resources of properties in the Carlin Bay Property Owners Association (CBPOA), is a mutual process between the landowner, the adjacent land owners, the regulations contained herein and the governing Board of Directors (BOD). In all cases, the landowner is the owner of and ultimately in control of his or her trees under the guidelines of this regulation.

Clearcutting or significant cutting and/or deforestation that gives the appearance of clearcutting is not allowed in the CBPOA properties. These activities are defined as the process of removing all vegetation from a site and/or removing all mature and immature trees that will define an area of forest land in which all trees have been cut down.

Removal of diseased or potentially dangerous timber may be permitted or initiated by the Board in common areas as a matter of good forestry conservation practices. Diseased or potentially dangerous timber on a land owner's property that comes to the attention of the board, will be referred to land owner for the appropriate action of removal, correction or other appropriate remediation.

Property owners and/or their agents are permitted to process and harvest dead fall as firewood or for personal use. Property owners are responsible for safe storage of firewood, construction materials and other such supplies. These items should be out of general view when possible and neatly stacked so as to prevent annoyance or nuisance. Safety and fire prevention including Fire Smart procedures are a significant and important responsibility of every property owner in the CBPOA.

1. Timber resource alterations are defined as a) significant alterations and b) minor alterations. In all cases, property owners are encouraged to have their property landscaped in a park like setting with common sense tree removals, replanting of the same kind of native trees or decorative trees/ fruit trees.
2. In each case below, both significant and minor alterations, where mature trees are to be removed in excess of those stated, property owners should contact the BOD via the Architectural Committee.
 - I. Significant Alterations – Defined as construction projects, land modifications, or commercial timber removal to include removal of mature healthy trees. In each case, removal must comply with local and Federal regulations. The property owner shall provide a written plan with a conceptual drawing of the significant alterations planned for the property and the CBPOA BOD must be notified at least 30 calendar days prior to proceeding. The CBPOA BOD must approve the plan or request a meeting with the homeowner within 14 calendar days of receipt of the homeowner plan. In the event that the property owner and the CBPOA BOD do not agree on the submitted plan, the parties shall take the disagreement to the general membership within 60 days of the dispute for a final determination by the general membership.
 - II. Minor Alterations - Minor alterations are completed by property owners to their own trees to include
 - i. tree reshaping;
 - ii. maintaining view by limbing;
 - iii. trimming or removal for obtaining line of sight, satellite or other means of communications;
 - iv. removal of immature (spindly) trees;
 - v. removal of mature diseased or damaged trees or those that are dangerous to buildings and for driveway clearance; and
 - vi. fire prevention or fire safety. Using a commonsense perspective and being sensitive to adjacent landowners, tree removal and trimming under this section is at the discretion of the property owner.
 - III. Forested properties within the subdivisions of CBPOA that are not regularly managed are encouraged to use the services of a licensed forestry agent in the care and maintenance of their land. Larger parcels of 10 acres or more are exempt from the provisions of these paragraphs with the exception of clear cutting or significant cutting and/or deforestation that gives the appearance of clear cutting which is not allowed on any CBPOA properties.
- j) Work Projects: Property owners engaged in new construction projects or designated modifications to existing structures are required to comply with the provisions of the LAND USE PLAN described herein.

Third Amendment – dated June 2005

C 88.00 Land Use - Construction and Renovation

- a) The Board regulates and restricts the use of private and common properties within the properties described herein. The Board facilitates this responsibility by delegating certain tasks to a standing committee named the "Architectural - Landscaping Committee" and by use of a prescribed LAND USE PLAN.
- b) No building, fence, barn, hangar, home, kennel, shed, boat house, or any other structure may be located, stored, erected, altered or constructed on any of the identified properties unless such construction or modification complies fully with all local building codes and regulations; and further complies with the community standards generally contained in the CC&R's and specifically described in the LAND USE PLAN. All construction and modification projects require prior written approval by the Board of Directors.
- c) Moderate repairs, maintenance and refurbishing projects not affecting the land use or exterior appearance do not require Board Approval. However, any significant construction, modification, repair, maintenance or refurbishing project affecting the land use, exterior appearance, or other community interests does require full compliance with the LAND USE PLAN protocol.

Third Amendment – dated June 2005

Fourth Amendment – dated July 2010

C 90.00 CBPOA Utilities/Common Areas – Restrictions

In addition to the “common areas”, which are owned by CBPOA, it also owns and operates the water and sewer systems that serve the development.

- a) As it concerns “common area”, the Board of Directors may not lease, sell, deed, transfer, convey, or encumber the same, or enter into any contract for like purpose, without there first be a proper and lawful VOTE in favor of the action by at least two-thirds (2/3) of the General Members who are present in person or by proxy at any membership meeting.
- b) The water and sewer systems owned and operated by the CBPOA have been constructed for the primary benefit of providing utility services to the lots owned by the General Members within the development. The Board of Directors may not agree to provide water or sewer serves to be used for any property (excepting the “common area” or the land identified in Paragraph C26.00 of the CC&R’s), without there first being a proper and lawful VOTE in favor of the action by at least two-thirds (2/3) of the General Members who are present in person or by proxy at any membership meeting.
- c) In order for any VOTE to be taken at any membership meeting concerning the items identified in sub-paragraphs [a] and [b] above, the notice of such a meeting, which shall be sent to all General Members at least 20 days before the meeting, must set forth with particularity the exact request to be voted on at the meeting.
- d) As a part of any new construction or capital improvement within the association, any and all underground utilities (electrical, water, sewer) having the potential of disturbing association assets such as roads and easements are subject to pre-approval by the Association Board of Directors by standard process developed by the Association.
 - As a part of this process, the Association Water Committee in coordination with the Association Board of Directors must evaluate and approve the site placement of water meters and line connections upon submittal and subsequent approval of any building permit or need requiring association water service. This process shall also include pre-planning and forethought before any capital improvements such as roads are started.
 - As a part of this process, the Association Wastewater Committee in coordination with the Association Board of Directors must evaluate and approve the site placement of any sewer line connection upon submittal and subsequent approval of any building permit or need requiring association wastewater service. This process shall also include pre-planning and forethought before any capital improvements such as roads are started.
 - As as part of this process, the Association Board of Directors shall ensure that electrical installations shall be compatible with the protection of association assets. This process shall also include planning and forethought before any capital improvements such as roads are started.

C 99.00 Approval

By a proper and lawful VOTE of the General Members, and by review and APPROVAL of the Board of Directors, the Association established these revised uniform protective Covenants, Conditions and Restrictions (or CC&R's) as of May 15, 2000. Any substantive or procedural modification to these CC&R's requires a formal VOTE by the General Members in which a minimum "two-thirds" majority supporting the change must be recorded.

SEE FILE COPY FOR ORIGINAL SIGNATURES

Robert Tjossem, Board President

SEE FILE COPY FOR ORIGINAL SIGNATURES

Lyle Aeschilman, Board Member

SEE FILE COPY FOR ORIGINAL SIGNATURES

Lamar Bennett, Board Member

SEE FILE COPY FOR ORIGINAL SIGNATURES

Werner Steffen, Board Member

SEE FILE COPY FOR ORIGINAL SIGNATURES

Dave Wolfert, Board Member

Carlin Bay Property Owners' Association Inc.

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CBM	abbreviation: Carlin Bay Meadows
CBPOA	abbreviation: Carlin Bay Property Owners Association
CBR	abbreviation: Carlin Bay Ranches; same as Carlin Bay Estates
CBSC	abbreviation: Carlin Bay Services Corporation (circa 1981 to 1999); adjunct of the LANDS WEST Development Company; formally re-named Carlin Bay Property Owners' Association (March, 2000)
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RECORDING REQUESTED BY:

FIRST ADDENDUM TO
"DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
CARLIN BAY PROPERTY OWNERS' ASSOCIATION, INC."

This document is intended to constitute the First Addendum (hereafter "First 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."

1. Section C 40.00 (Assessments-General) of the Covenants, Conditions, and Restrictions empowers the Board, in its discretion, to exclude certain property owners from a general assessment when deemed reasonably appropriate to do so. Section C 40.00 further provides, "General assessments are determined by the Board of Directors and approved by the General Members."

2. The Association, through its Board of Directors, with the approval of a majority of the Membership has adopted and approved a policy for defining "Membership" in the context of an owner who owns more than one separate legal parcels otherwise subject to the Covenants, Conditions, and Restrictions, thereby constituting multiple memberships therein.

3. An owner of more than one legal and contiguous lots that would otherwise constitute and give rise to a "Memberships" in the Association, may combine said lots to create one membership, for purposes of the Covenants, Conditions, and Restrictions, upon adherence to the procedures set forth herein.

~~4. When it appears in the best interests of the Association, the Board of Directors may permit the consolidation of contiguous parcels into a single parcel, but only when the property owner~~

lawfully consolidates the effected parcels and offers written proof to the Board's satisfaction that the consolidated parcel has been recognized and approved by recorded instrument, by Kootenai County. Upon approval by the Board, members seeking to consolidate contiguous parcels accept the following conditions:

- (A) Multiple parcels so consolidated may not be subsequently divided for any reason or purpose or by any subsequent change in ownership absent Board and Kootenai County approval.
- (B) Multiple parcels so consolidated will be regulated by the same building requirements and restrictions described in the Covenants, Conditions, and Restrictions, and any amendments thereto, and will not be permitted to exceed the existing community standards.
- (C) Multiple parcels so consolidated will be subject to special assessments that recognize one primary parcel at full fees, and one more secondary parcel at adjusted fees, as determined by the Board of Directors.
- (D) Multiple parcels so consolidated will thereafter represent one single vote in matters presented to the Association's general membership.
- (E) Notwithstanding the foregoing, in the event any multiple parcels that have been consolidated with the approval of the Board are thereafter divided, with the approval of both the Association, acting through its Board, and Kootenai County, then as a condition of said approval, the owner thereof shall retroactively pay all assessments (general and special) that would otherwise have been due as against the consolidated lots had they not been consolidated. In other words, and not by way of limitation, if two (2) lots are properly consolidated for five (5) years, and if a subsequent purchaser seeks to segregate the same, a necessary pre-requisite will be the payment of all special and general assessments that would otherwise have been due as to the two (2) lots rather than the single lot that survived the consolidation.

5. From and after recordation of this First Addendum, any owner requesting to consolidate contiguous lots under the policy and procedure set forth herein, which supplement those contained in Section C 40.00 of the Covenants, Conditions, and Restrictions, shall be required to execute a recordable notice, in a form satisfactory to the Association, acknowledging and agreeing to the terms set forth herein and that said terms shall operate to bind and affect the owner of said consolidated parcels and their heirs, successors, and assigns thereto.

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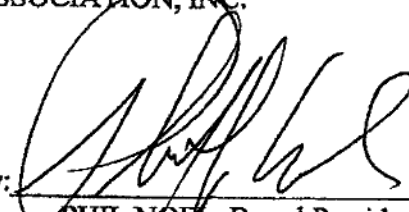
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Dated this 2 day of July, 2012.

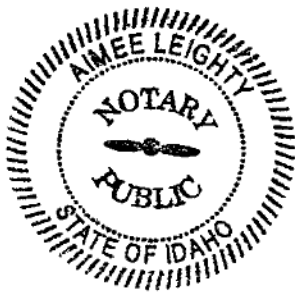
CARLIN BAY PROPERTY OWNERS'
ASSOCIATION, INC.

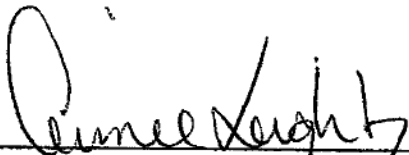
By: 
PHIL NOEL, Board President

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: 9/10/2019

CARLIN BAY-CC&RS-1ST.ADDENDUM.wpd

RECORDING REQUESTED BY:

SECOND ADDENDUM TO
"DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
CARLIN BAY PROPERTY OWNERS' ASSOCIATION, INC."

This document is intended to constitute the Second Addendum (hereafter "Second 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."

This Second Addendum supplements the Covenants, Conditions, and Restrictions, and the amendments thereto, as follows:

1. Section C 42.00 authorizes the Board of Directors to impose certain stated assessments, with the consent of the Membership, for certain stated purposes. Effective September 1, 2008, and extending through August 31, 2013, the Association adopted a five (5) year Capital Project Plan which provided for a per lot assessment of Seven Hundred Fifty Dollars (\$750.00) to cover "Immediate Waste Water Infrastructure and Study Requirements" (due January 1, 2008) and a monthly dues increase of Forty-Five Dollars (\$45.00) (starting September 1, 2008 and extending through August 31, 2013). These assessments were approved by the Board and the Membership at the 2008 annual member meeting.

2. Parties acquiring or purchasing any lot subject to the Covenants, Conditions, and Restrictions should make inquiry as to whether or not the assessments described herein, as well as any other general assessments, are current as to said lot or lots.

Dated this 2 day of July, 2012.

CARLIN BAY PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
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.



[Signature]
Notary Public in and for the State of IDAHO
Residing at: SPLIT Lake, ID
My commission expires: 9/10/2017

CARLIN BAY-CC&RS-2ND.ADDENDUM.wpd

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: [Signature]
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.



[Signature]
Notary Public in and for the State of IDAHO
Residing at: SPIRIT Lake, ID
My commission expires: 9/10/2014