

60-386866

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

STATE OF IDAHO
COUNTY OF KOOTENAI
THE REQUEST OF
NORTH IDAHO TITLE INS.

**A PORTION OF PARKWOOD MEADOWS
KOOTENAI COUNTY, IDAHO**

2003 JUL 31 A 10:52
DANIEL J. ENGLISH *Dm*
FEE \$ 18.00

1817840

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), is made on the date hereinafter set forth, by SOUTHWEST INVESTMENTS, LLC, an Idaho limited liability company (the "Declarant"), with reference to the following facts:

A. Declarant is the owner of thirty-four (34) lots in an existing subdivision project located in Kootenai County, Idaho, commonly known as "Parkwood Acres." Such lots are subject to the following encumbrances previously recorded (collectively, the "Prior Covenants"):

Protective Covenants Governing Parkwood Acres Plat, recorded as Instrument No. 937721, Records of Kootenai County, Idaho.

Declaration of Amendment to Covenants, Conditions, and Restrictions, recorded as Instrument No. 1601561, Records of Kootenai County, Idaho.

Declaration of Amendment to Covenants, Conditions, and Restrictions (Corrected), recorded as Instrument No. 1604629, Records of Kootenai County, Idaho.

B. The Declarant desires to have the lot lines within its ownership re-configured to result in twelve (12) new lots, which are described and depicted on Exhibits "A" and "B" respectively, attached hereto and incorporated herein by this reference. As used in this Supplemental Declaration, the term "Original Lot" shall refer to one of the lots owned by the Declarant as originally platted, and the term "New Lot" shall refer to one of the re-configured lots described on Exhibit "A" and depicted on Exhibit "B" (and identified on Exhibit "B" as a "Revised Lot").

C. In addition to the encumbrances set forth in the Prior Covenants, the Declarant hereby declares that the New Lots shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the declarations, limitations, covenants, conditions, and restrictions set forth in this Supplemental Declaration, all of which are for the purpose of enhancing and protecting the value and attractiveness of the New Lots and the Parkwood Acres project. All of such limitations, covenants, conditions, and restrictions shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any of the New Lots. To the extent of any conflict between the terms of the Prior Covenants and this Supplemental Declaration, the terms of the more restrictive document shall prevail.

D. Further, based on the consent attached hereto on behalf of the Carlin Bay Services Corporation, Inc. (the "Association"), each of the New Lots described herein shall, from the date of recordation of this Supplemental Declaration, be deemed to have the same status as any of the remaining lots covered by the Prior Covenants, for all purposes, including without limitation, assessment obligations and voting rights.

NOW, THEREFORE, the Declarant declares that the New Lots shall be subject to the following limitations, covenants, conditions, and restrictions (in addition to those imposed by the Prior Covenants):

1. Homes shall contain a minimum of 1,700 square feet for a single-story structure, or 1,400 square feet per floor for a multi-level structure. The measurement of square footage shall include only habitable interior space, and shall exclude patios, balconies, garages, and utility rooms.

2. No vinyl, aluminum, or T-111 siding, and no metal roofing shall be used on any structure.

3. With respect to New Lots 4, 5, and 6 (see Exhibit "B"), no structures may be constructed, and vegetation shall be limited to a height of four feet maximum (at maturity), in the areas on such New Lots so designated on Exhibit "B" as the "View Preservation Areas." This restriction is for the benefit of the neighboring New Lots, in order to preserve views for light and air, and may be enforceable by injunctive relief or damages or both, in the discretion of the benefited party.

4. Each New Lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat and orderly condition and in good repair at all times. Rubbish, trash, and garbage shall be regularly removed from all New Lots, and shall not be allowed to accumulate thereon. Further, all excessive growth of weeds, brush and diseased or dead trees shall be removed by the owner and shall not be allowed to accumulate thereon.

5. The boundaries of the New Lots shall be permanent, and no New Lot shall be subdivided. No owner shall bring any action for partition or division of any New Lot. Judicial partition by sale of a single New Lot owned by two or more persons and division of the sale proceeds is not prohibited hereby (but physical division of a single New Lot is prohibited). This prohibition shall not apply to minor boundary adjustments, so long as no additional lot is created, and so long as the adjustment does not substantially change the character of the overall group of New Lots.

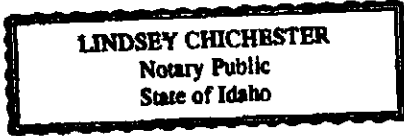
The undersigned, being the Declarant herein, has executed this Declaration on July 23, 2003.

DECLARANT:

By: Paul J. Finney, member
PAUL J. FINNEY, Member

By: Susan M. Finney, member
SUSAN M. FINNEY, Member

1817840



STATE OF IDAHO)
: ss.
County of Kootenai)

On this 23 day of July, 2003, before me, Lindsey Chichester
a Notary Public in and for the State of Idaho, personally appeared PAUL J. FINNEY and
SUSAN M. FINNEY, known or identified to me to be the Members of SOUTHWEST
INVESTMENTS, LLC, a limited liability company, and the persons who executed the foregoing
instrument on behalf of such company, and acknowledged to me that the company executed the
same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Lindsey Chichester
Notary Public for Idaho
Residing at Hayden ID
Commission expires Feb 7, 2009

(Seal or Stamp)

1817840

EXHIBIT "A"

**LEGAL DESCRIPTIONS FOR THE REVISED LOTS OF
PARKWOOD ACRES**

Revised Lot 1

Lots 3, 4 and 5, Block 1 of Parkwood Acres, as recorded in Book E, Page 205 of Plats, Kootenai County, Idaho.

Revised Lot 2

Lots 6, 7 and 8, Block 1 of Parkwood Acres, as recorded in Book E, Page 205 of Plats, Kootenai County, Idaho.

Revised Lot 3

Lots 1 and 2, Block 3, of Parkwood Acres, as recorded in Book E, Page 205, of Plats, Kootenai County, Idaho.

Revised Lot 4

Lots 3 and 4, Block 3, Parkwood Acres, as recorded in Book E, Page 205, of Plats, Kootenai County, Idaho.

Revised Lot 5

Lots 5 and 6, Block 3, Parkwood Acres, as recorded in Book E, Page 205, of Plats, Kootenai County, Idaho.

Revised Lot 6

Lots 7 and 8, Block 3, Parkwood Acres, as recorded in Book E, Page 205, of Plats, Kootenai County, Idaho.

Revised Lot 7

Lots 9 and 10, Block 3, Parkwood Acres, as recorded in Book E, Page 205, of Plats, Kootenai County, Idaho.

Revised Lot 8

Lots 11, 12, 13 and 14, Block 3, Parkwood Acres, as recorded in Book E, Page 205, of Plats, Kootenai County, Idaho, except that portion of said Lots 12, described as follows:

Beginning at the Southeast corner of said Lot 12, Thence;

N 43 00' 31" W, 142.40 feet, Thence;

S 1 16' 17" W, 160.50 feet, Thence;

N 60 46' 30" E, 115.38 feet to the Point of Beginning.

Revised Lot 9

Lots 15, 16, 17 and that portion of Lots 12, Block 3, Parkwood Acres as recorded in Book E, Page 205, of Plats, Kootenai County, Idaho, described as follows:

Beginning at the Southeast corner of said Lot 12, Thence;

N 43 00' 31" W, 142.40 feet, Thence;

S 1 16' 17" W, 160.50feet, Thence;

N 60 46' 30" E, 115.38 feet to the Point of Beginning.

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Revised Lot 10

Lots 6, 7 and 8, Block 2, Parkwood Acres as recorded in Book E, Page 205 of Plats, Kootenai County, Idaho, except that portion of said Lot 8, described as follows:

Beginning at the Northwest corner of said Lot 8, Thence;
S 12 01' 51" W, 111.60 feet, Thence;
N 80 13' 42" E, 86.53 feet, Thence;
N 33 17' 06" W, 113.00 feet to the Point of Beginning.

Revised Lot 11

Lots 4, 5 and 9, Block 2 and that portion of Lot 8, Block 2, Parkwood Acres, as recorded in Book E, Page 205 of Plats, described as follows:

Beginning at the Northwest corner of said Lot 8, Thence;
S 12 01' 51" W, 111.60 feet, Thence;
N 80 13' 42" E, 86.53 feet, Thence;
N 33 17' 06" W, 113.00 feet to the Point of Beginning.

Revised Lot 12

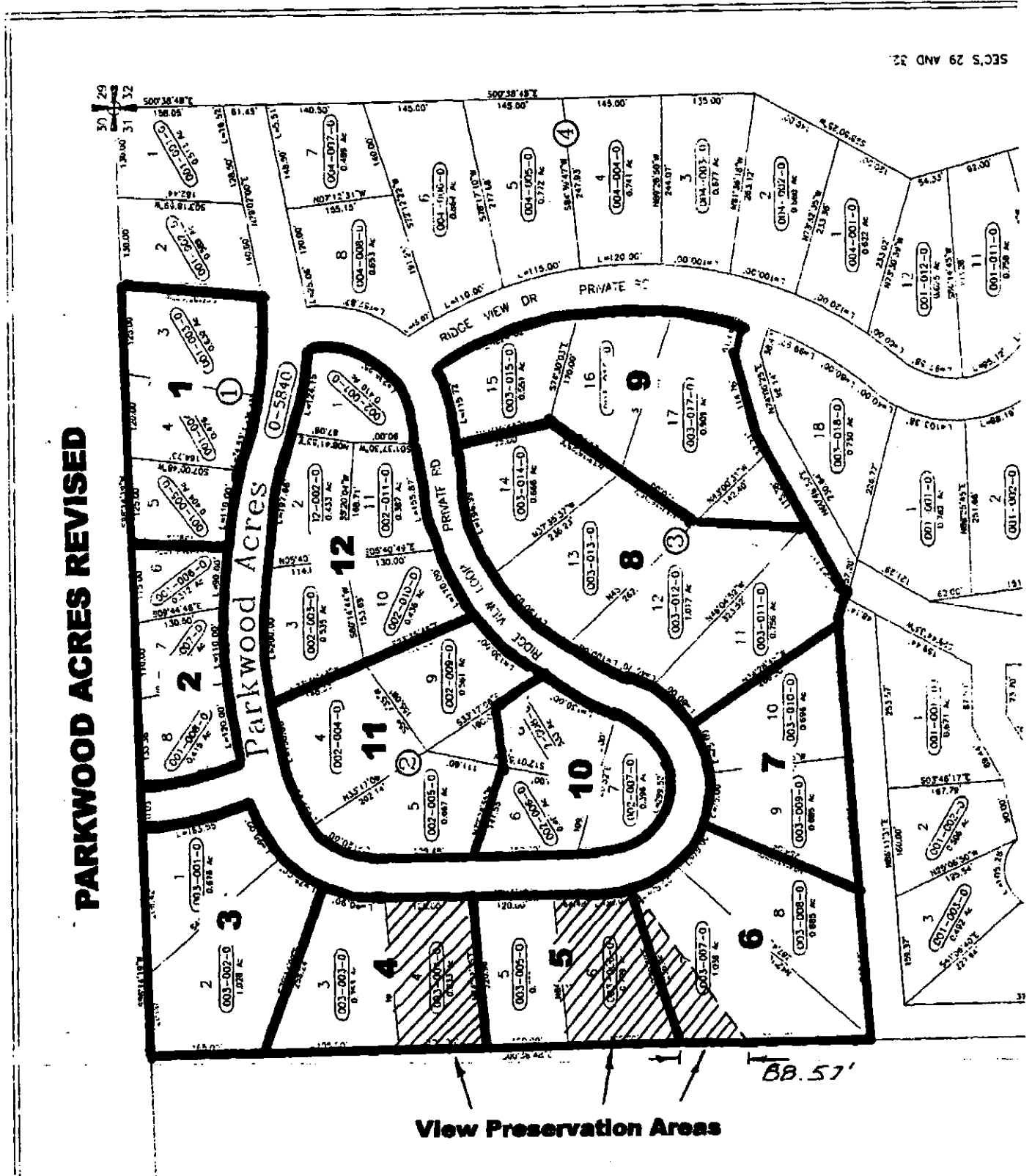
Lots 1, 2, 3, 10 and 11, Block 2, Parkwood Acres, as recorded in Book E, Page 205 of Plats, Kootenai County, Idaho.

1817840

EXHIBIT "B"

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Map Depicting New Lots:



1604629

Declaration of Amendment to Covenants, Conditions, and Restrictions (Corrected)

This Declaration of Amendment to Covenants, Conditions, and Restrictions is submitted for and on behalf of Carlin Bay Services Corporation, an Idaho non-profit corporation, and it affects all of the following described real property, which is located in Kootenai County, Idaho:

- Lots 1-22, Lakeview Ridge Estates
- Lots 1-27, Block 1, Sunset Shores I
- Lots 1-8, Block 1, Edgewater Estates
- Lots 1-6, Block 2, Edgewater Estates
- Lots 1-23, Block 3, Edgewater Estates
- Lots 1-3, Block 4, Edgewater Estates
- Lot 1, Block 5, Edgewater Estates
- Lots 1 & 2, Block 6, Edgewater Estates
- Lots 1-8, Block 1, Parkwood Acres
- Lots 2-11, Block 2, Parkwood Acres
- Lots 1-18, Block 3, Parkwood Acres
- Lots 1-8, Block 4, Parkwood Acres
- Lots 1-12, Block 1, Parkwood Acres, 1st Addn.
- Lots 1-11, Carlin Bay Ranches
- Lots 1-13, Block 1, Sunset Shores
- Lots 15-48, Block 1, Sunset Shores

STATE OF IDAHO }
 COUNTY OF KOOTENAI } ss
 AT THE REQUEST OF
 Robert F. HANCOCK
 Aug 31 11 31 AM '99
 DANIEL J. ENGLISH
 DEPUTY 900
 FEES _____

(Hereinafter this property is collectively referred to as "Subject Property.")

Carlin Bay Services Corporation is a duly organized Idaho non-profit corporation, which serves as the homeowner's association under the Covenants, Conditions, and Restrictions ("CC&RS") concerning the Subject Property. The CC&RS, as originally drafted, contained an amendment provision, which allowed for its amendment upon vote of 75% of all eligible lot owners.

On or about June 19, 1999, and upon recommendation by the Board of Directors of Carlin Bay Services Corporation, an election was held of all eligible lot owners of the Subject Property for the purpose of approving the following proposed amendment to the CC&RS:

Amendment or Change of CC&RS - Any proposal, change, revision or modification to the established Covenants, Conditions, and Restrictions shall require an official vote of the eligible property owners and carry a minimum vote of two-thirds (2/3) of the eligible property owners prior to implementation or effect.

1604629

The election resulted in the approval of the proposed language by vote in excess of 80% of such lot owners.

NOW, THEREFORE, NOTICE IS GIVEN that the CC&RS affecting all of the Subject Property are heretofore amended by the deletion of the earlier language concerning amendment with the following language being inserted in its place:

Amendment or Change of CC&RS - Any proposal, change, revision or modification to the established Covenants, Conditions, and Restrictions shall require an official of the eligible property owners and carry a minimum vote of two-thirds (2/3) of the eligible property owners prior to implementation or effect.

The purpose of this recording is to correct a scrivener's error in Instrument No. 1601561, recorded August 9, 1999, in the records of Kootenai County, Idaho.

This amendment shall be effective July 4th, 1999.

Dated this 25 day of August, 1999.

CARLIN BAY SERVICES CORPORATION

By: B. W. [Signature]
President

ATTEST:

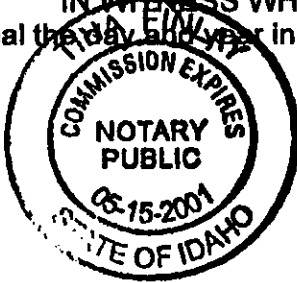
[Signature]
Secretary

1604629

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19 day of August, 1999, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Robert Gossem known or identified to me to be the President of CARLIN BAY SERVICES CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

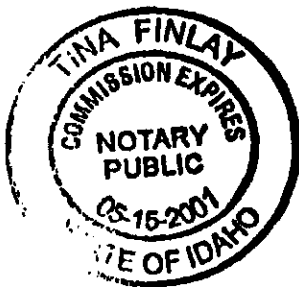


Tina Finlay
Notary Public in and for the State of Idaho
Residing at Kootenai
Commission Expires: 5-15-2001

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 25 day of August, 1999, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared Lyle Archlinman known or identified to me to be the Secretary of CARLIN BAY SERVICES CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Tina Finlay
Notary Public in and for the State of Idaho
Residing at Kootenai
Commission Expires: 5-15-2001

JIM BRANNON 3 P 2803362000
KOOTENAI COUNTY RECORDER
MMS Date 01/06/2021 4:24 PM
REQ OF MAGNUSON

RECORDING FEE: \$16.00

SC



RECORDING REQUESTED BY:

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Instrument constitutes a First Amendment to a certain "Supplemental Declaration of Covenants, Conditions, and Restrictions" recorded on July 31, 2003 as Kootenai County Instrument No. 1817840 (referred to herein as "the Supplemental Declaration").

1. The Supplemental Declaration encumbers twelve (12) specific lots which were re-configured from the thirty-four (34) lots originally platted as "Parkwood Acres," according to the Plat recorded in Book E, Page 205 of Plats, Kootenai County, Idaho.

2. The Supplemental Declaration provides at Paragraph 2 that "No metal roofing shall be used on any structure" on the aforementioned twelve (12) lots. Effective upon the recordation hereof, Paragraph 2 of the Supplemental Declaration shall be, and the same hereby is, amended to read as follows:

2. No vinyl, aluminum, or T-111 siding shall be used on any structure.
Metal roofing shall be allowed.

3. Pursuant to the provisions of a certain "Declaration of Amendment to Covenants, Conditions, and Restrictions (Corrected)" recorded August 31, 1999 as Instrument No. 1604629,

the Supplemental Declaration may be amended by a vote of two-thirds (2/3) of the eligible property owners prior to implementation or effect of the Amendment. There are twelve (12) affected property owners and a two-thirds (2/3) majority consists of eight (8) of said property owners.

4. The Carlin Bay Property Owners' Association, Inc., as successor to Carlin Bay Services Corporation, acting through its duly-authorized President and acknowledged by the duly-authorized Secretary, confirm the adoption of this First Amendment by the stated percentage of lot owners through a duly-held voting process involving all of said lot owners, which concluded on January 10, 2021.

5. No other provision of the Supplemental Declaration is amended except as provided herein.

IN WITNESS WHEREOF, the foregoing is acknowledged and confirmed by the following.

CARLIN BAY PROPERTY OWNERS' ASSOCIATION, INC.

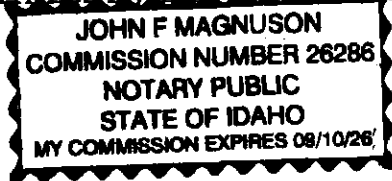
DATED: Jan 4, 2021

By: *David Henderson*
DAVID HENDERSON
President

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 4th day of January, 2021, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **DAVID HENDERSON**, as President of Carlin Bay Property Owners' Association, Inc., known or identified to me to be the person whose name is subscribed in the foregoing instrument and who acknowledged that he had authority to execute the same.

WITNESS my hand and official seal.



John F. Magnuson
Notary Public in and for the State of Idaho
Residing at: *Coeur d'Alene*
My commission expires: *8/10*

ATTESTED BY:

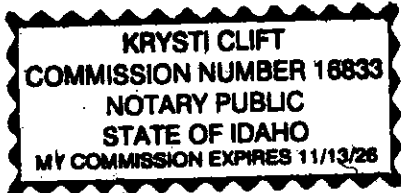
CARLIN BAY PROPERTY OWNERS' ASSOCIATION, INC.

By: Glen S. Drake
Glen S. Drake
Secretary

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 5th day of January, 2021, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared Glen S. Drake, as Secretary of Carlin Bay Property Owners' Association, Inc., known or identified to me to be the person whose name is subscribed in the foregoing instrument and who acknowledged that he had authority to execute the same.

WITNESS my hand and official seal.



Krysti Clift
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: 11/13/26

CARLIN BAY - SUPP AMEND.CCRS.wpd