ADA COUNTY RECORDER Christopher D. Rich AMOUNT 109.00 34
BOISE IDAHO 12/10/2013 10:07 AM
DEPUTY Lisa Batt
Simplifile Electronic Recording
RECORDED-REQUEST OF
STEWART TITLE - EMERALD OFFICE
113131949

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY TOWNHOMES

December 6, 2013

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND OWNER OF PROPERTY WITHIN THE CARLTON BAY TOWNHOMES SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON THE OWNERS THEREIN.

TABLE OF CONTENTS

ARTICLE I: PROPERTY AND PURPOSE 1
Section 1. Property Covered 1
Section 2. Purpose of Declaration 1

ARTICLE II: DECLARATION 2

ARTICLE III: DEFINITIONS 2
Section 1. "Access Sidewalks" 2
Section 2. "Assessments" 2
Section 3. "Association" 2
Section 4. "Board" 2
Section 5. "Common Sidewalks" 2
Section 6. "Common Walls" 2
Section 7. "Courtyard" 2
Section 8. "Declarant" 2
Section 9. "Dwelling Unit" 2
Section 10. "Existing CC&Rs" 2
Section 11. "Improvement" 2
Section 12. "Limited Assessment" 3
Section 13. "Lot" 3
Section 14. "Member" 3
Section 15. "Mortgage" 3
Section 16. "Owner" 3
Section 17. "Person(s)" 3
Section 18. "Plat" 3
Section 19. "Pressurized Irrigation System" 3
Section 20. "Privacy Walls" 3
Section 21. "Property" 3
Section 22. "Regular Assessments" 3
Section 23. "Restrictions" 4
Section 24. "Special Assessments" 4
Section 25. "Storm Drainage System" 4

ARTICLE IV: USE AND REGULATION OF USES 4
Section 1. Single Family Residences 4
Section 2. Home Occupations 4
Section 3. Exterior Improvements, Uniform Appearance and Emergency Maintenance 4
Section 4. Garage Doors 6
Section 5. Outbuildings. 6
Section 6. Fences. 6
Section 7. Exterior Lighting and Light Bulbs. 6
Section 8. Antennas and Satellite Dishes. 6
Section 9. Storm Drainage System. 6
Section 10. Parking 6
Section 11. Mail Boxes 7
Section 12. Courtyards 7
Section 13. Compliance With Laws 7
Section 14. Signs 7

Section 15. Pets 7
Section 16. Nuisance 7
Section 17. Flood and Other Insurance. 8
Section 18. Garbage Pick-Up. 8
Section 19. Common Sidewalk and Drainage Easements. 8
Section 20. Applicability of Existing CC&Rs. 8

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM 8

ARTICLE VI: MEMBERSHIP AND VOTING RIGHTS 9
Section 1. Membership 9
Section 2. Voting Classes 9

ARTICLE VII: INSURANCE 9
Section 1. Insurance 9
Section 2. Premiums Included in Assessments 10

ARTICLE VIII: COVENANT FOR MAINTENANCE ASSESSMENTS 10
Section 1. Creation of the Lien and Personal Obligation of Assessments 10
Section 2. Purposes of Assessments 10
Section 3. Uniform Rate of Assessment 10
Section 4. Date of Commencement of Annual Assessments; Due Dates 10
Section 5. Effect of Nonpayment of Assessments; Remedies of the Association 11
Section 6. Subordination of the Lien to Mortgages 11

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS 11
Section 1. Authority of Board 11
Section 2. Easement 12
Section 3. Inspections/Entry for Repairs 12
Section 4. Non-Waiver 12
Section 5. Limitation of Liability 13
Section 6. Indemnification of Board Members 13
Section 7. Rules and Regulations/Retention of Third Parties Including Declarant 13
Section 8. Borrowing Money 13

ARTICLE X: ARCHITECTURAL REVIEW 13
Section 1. Charter of the Board 13
Section 2. Architectural Control 13
Section 3. Review of Proposed Improvements 14
Section 4. Inspection of Approved Improvements 14
Section 5. Review of Unauthorized Improvements 14

ARTICLE XI: GENERAL PROVISIONS 15
Section 1. Enforcement 15
Section 2. Severability 15
Section 3. Term and Amendment 15
Section 4. Annexation 15
Section 5. Duration and Applicability to Successors 15
Section 6. Attorneys Fees. 15
Section 7. Governing Law. 15

EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY 17
EXHIBIT B - DEPICTION OF ALL CARLTON BAY TOWN HOME LOTS 18
EXHIBIT C - SITE PLAN 19
EXHIBIT D - CARLTON BAY SUBDIVISION FINAL PLAT 20

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CARLTON BAY TOWNHOMES

This Declaration of Covenants, Conditions and Restrictions for Carlton Bay Townhomes (this "Declaration") is made effective this 12 day of December, 2013, by Carlton Bay Townhomes LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSE

Section 1. Property Covered. The initial property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is the first phase of all the Carlton Bay Townhome lots as depicted on the attached Exhibit B, which is made a part hereof ("Carlton Bay Townhomes"). It is currently anticipated that the remainder of the Carlton Bay Townhomes shall be annexed into the Property and made subject to this Declaration. **Each Owner, as hereinafter defined, covenants and agrees that 1) the remainder of the Carlton Bay Townhomes can be annexed into the Property and made subject to this Declaration, and 2) he/she/it shall not contest any such annexation and/or subjection to this Declaration.**

The Property will also become part of the Carlton Bay Subdivision and will be subject to the terms, covenants, conditions and restrictions (including the payment of assessments and fees) of 1) that certain Declaration of Covenants, Conditions and Restrictions For Carlton Bay Subdivision, recorded in the records of Ada County, Idaho, as Instrument No. 108025088, 2) that certain First Amendment To The Declaration of Covenants, Conditions and Restrictions For Carlton Bay Subdivision, recorded in the records of Ada County, Idaho, as Instrument No. 110034465, and 3) that certain Declaration of Restrictive Covenant, recorded in the records of Ada County, Idaho, as Instrument No. 108119676 (collectively "Existing CC&Rs"). Notwithstanding the foregoing, Declarant shall have no obligation to pay any assessments to the CBHOA, as defined below, and Articles 4 and 10 in the Existing CC&Rs shall not be applicable to any Owner, Declarant, the Association or any portion of the Property. In the event of a conflict between the Existing CC&Rs and this Declaration, this Declaration shall control.

The Property will also become subject to the terms and restrictions contained in the Carlton Bay Subdivision final plat, filed in Book 100 of Plats, at Pages12901 through 12905, official records of Ada County, Idaho ("Plat"). In addition to becoming subject to the Existing CC&Rs and the Plat, every Owner of a Lot as described herein shall, in addition to being a Member in the Association, become a member in the Carlton Bay Subdivision Homeowners' Association, Inc. ("CBHOA"), and shall become entitled to all rights, duties and obligations of all other members in the CBHOA.

This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

Section 2. Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, conditions and equitable servitudes (collectively "Restrictions") that will apply to the Property, and use of any and all portions thereof. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, and each Lot, Dwelling Unit, parcel or portion thereof, is or will in the future be held, sold, conveyed, encumbered, used, occupied and improved subject to the Existing CC&Rs (other than those inapplicable sections detailed herein) and the Plat, and is and shall be held, sold, conveyed, encumbered, used occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof.

ARTICLE III: DEFINITIONS

Section 1. "Access Sidewalks" shall mean those sidewalks providing access between the Property and W. Carlton Bay Drive as shown on the Site Plan attached hereto as Exhibit C, which is made a part hereof ("Site Plan"), and further described in 1) that certain Deed of Easement recorded in the records of Ada County, Idaho, as Instrument No. 112125468 and 2) that certain Deed of Easement recorded in the records of Ada County, Idaho, as Instrument No. 112125469.

Section 2. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 3. "Association" shall mean the Carlton Bay Townhomes Association, Inc., its successors and assigns.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Common Sidewalks" shall mean the common sidewalks as shown on the Site Plan.

Section 6. "Common Walls" shall mean the common walls separating each Dwelling Unit, including the corresponding garage.

Section 7. "Courtyard" shall mean each courtyard located on a Lot for the use and enjoyment of such Lot Owner. Courtyards are generally depicted on the Site Plan.

Section 8. "Declarant" shall mean Carlton Bay Townhomes LLC, an Idaho limited liability company, or its designated successors and/or assigns.

Section 9. "Dwelling Unit" shall collectively mean the single-family, attached townhome and corresponding garage constructed on each Lot.

Section 10. "Existing CC&Rs" shall collectively mean 1) that certain Declaration of Covenants, Conditions and Restrictions For Carlton Bay Subdivision, recorded in the records of Ada County, Idaho, as Instrument No. 108025088, 2) that certain First Amendment To The Declaration of Covenants, Conditions and Restrictions For Carlton Bay Subdivision, recorded in the records of Ada County, Idaho, as Instrument No. 110034465, and 3) that certain Declaration of Restrictive Covenant, recorded in the records of Ada County, Idaho, as Instrument No. 108119676.

Section 11. "Improvement" shall mean any structure, facility or system, or other improvement

or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, irrigation systems, walls, hedges, plantings, trees, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and Improvements.

Section 12. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, his or her family, tenants, invitees and/or licensees, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration or any supplemental declaration, including, without limitation, damage to any portion of the Property, or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair, and including interest thereon.

Section 13. "Lot" shall mean any and all lots legally described on the attached Exhibit A.

Section 14. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 15. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 16. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 17. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 18. "Plat" shall mean the Carlton Bay Subdivision final plat, filed in Book 100 of Plats, at Pages12901 through 12905, official records of Ada County, Idaho (a copy of which is attached hereto as Exhibit D and made a part hereof), as it may be amended from time to time.

Section 19. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in Article V.

Section 20. "Privacy Walls" shall mean the common walls separating each Courtyard.

Section 21. "Property" shall mean that certain real property legally described on the attached Exhibit A, and such annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 22. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Access Sidewalks, Common Sidewalks, Pressurized Irrigation System, Privacy Walls, Storm Drainage System and all other exterior Improvements pursuant to Article IV, Section 3, and

all other costs and expenses incurred to conduct the business and affairs of the Association. Regular Assessments shall also include reasonable operating and capital improvement reserves held by the Association for its future use in conducting all its duties and obligations contained in this Declaration.

Section 23. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 24. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration or any supplemental declaration. Special Assessments shall also include reasonable capital improvement reserves held by the Association for its future use in conducting all its duties and obligations contained in this Declaration.

Section 25. "Storm Drainage System" shall mean all storm drain pipes, drainage swales and all other storm drain facilities and equipment located on each Dwelling Unit and Lot as generally shown on the Site Plan.

ARTICLE IV: USE AND REGULATION OF USES

Section 1. Single Family Residences. Each Lot shall be used for attached, single-family town home residential purposes only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Association. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting any sales, construction, development and related activities from Lots owned by Declarant.

Section 2. Home Occupations. Assuming all governmental laws, rules, regulations and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units as long as such occupations do not unreasonably interfere with any other Owner's use and enjoyment of his or her Dwelling Unit. If the Board determines, in its sole and absolute discretion, that a home occupation is unreasonably interfering with another Owner's use and enjoyment of his or her Dwelling Unit, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. **In addition, the Board has established and shall have the right to further establish and enforce rules and regulations regarding home occupations, including, without limitation, the right to prohibit specific home occupations. It is each Owner's responsibility to receive, review, understand and comply with all rules and regulations regarding home occupations. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on any other Owner or Dwelling Unit.**

Section 3. Exterior Improvements, Uniform Appearance and Emergency Maintenance. **No Owner shall install, place or remove any item or construct or remove any exterior Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Board.** In order to preserve a uniform exterior appearance of the Lots and Dwelling Units, the Association shall provide exterior maintenance and repair for standard wear and tear, upon each Lot and Dwelling Unit, including repair, replacement, and care for all Access Sidewalks, Common Sidewalks, Privacy Walls, the Storm Drainage System, the Pressurized Irrigation System and all gates, fences, roofs, gutters, down spouts, exterior

Dwelling Unit surfaces (siding, stucco, painting, etc.), trees, shrubs, grass, lawns, uniform landscape lighting provided by Declarant, uniform light posts provided by Declarant and all other landscaping and all other exterior Improvements.

The cost of all the aforementioned maintenance, repair or replacement by the Association shall be paid by all Owners in the form of Assessments. Each Owner acknowledges and agrees to pay all Assessments therefore (Regular, Special and Limited) and each Owner acknowledges that certain Dwelling Unit exteriors and other Improvements will require more maintenance than others due to weather, location, and other extraneous factors. In the event that any such maintenance or repair is caused by the willful or negligent acts of an Owner or his/her family, tenants, invitees or licensees, the cost of such exterior maintenance, repair or replacement shall be treated as a Limited Assessment and charged only to said Owner. In the event that any such maintenance or repair is caused by fire, theft, or acts of God and/or other loss or damage covered by the Owner's homeowners insurance, then the cost of such exterior maintenance shall be the responsibility of the Owner and the Owner's homeowner's insurance.

Notwithstanding the foregoing, the Association reserves the right to withhold any of the aforementioned maintenance, repair and/or replacements for any Lot or Dwelling Unit exterior until such time as the Owner of such Lot has paid all Assessments associated with such Lot. In addition, each Owner shall be responsible for maintaining, repairing, replacing and caring for his or her Courtyard interior (including all landscaping and other Improvements therein), all concrete surfaces (other than the Common Sidewalks), elevated exterior floors, balconies, windows, window framing, glass, doors and lights (other than uniform landscape lighting and uniform light posts) located on said Owner's Lot, and for electrical and mechanical door bells, knockers and other such devises located on such Owner's Lot and for any and all maintenance required for his or her Dwelling Unit interior, including, without limitation, maintaining, repairing, replacing and caring for Common Wall interiors, electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, whether built-in or freestanding, air conditioning, heating, sewage disposal and interior fire protection systems, if any, and all amenities and hardware located within the interior of his or her Dwelling Units. **In the event any Owner does not properly maintain, repair and/or replace his or her Courtyard interior or any other exterior item specified above, as determined by the Board in its sole discretion, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner, enter such Lot and/or Dwelling Unit to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. The cost of any such repairs and maintenance shall be treated as a Limited Assessment to such Owner.**

In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their family, tenants, invitees or licensees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot and/or Dwelling Unit to make repairs or perform maintenance. Such entry shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Finally, changes to 1) Dwelling Unit exterior colors, 2) roof type or color or 3) any other color, design or material to any other uniform exterior Improvement located on the Property and originally constructed/provided by Declarant shall require the consent of Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members.

Section 4. Garage Doors. To the extent possible, garage doors must remain closed at all times, but in no event shall garage doors remain open for longer than one (1) hour.

Section 5. Outbuildings. Storage and other outbuildings are prohibited.

Section 6. Fences. Fencing, other than fencing provided by the Declarant, is prohibited.

Section 7. Exterior Lighting and Light Bulbs. Exterior lighting in the Courtyards must be down lighting and positioned as to prohibit illuminating neighboring Courtyards. All lighting (other than the uniform landscape lighting and uniform light posts provided by Declarant) shall be maintained by the Owner thereof, provided, that replacements of any exterior light fixtures must be pre-approved in writing by the Board. Light bulbs shall be replaced by an Owner within seventy-two hours of failure.

Section 8. Antennas and Satellite Dishes. Antennas shall be located in the attic of a Dwelling Unit and satellite dishes must be as small as possible and must be located in areas with the least amount of visability from all other Owners and W. Lakeland Drive.

Section 9. Storm Drainage System. Each Dwelling Unit contains a drainage pipe system and related equipment and fixtures that collects and moves water from the roof and Courtyard, under the Courtyard and garage floor, and releases it into the drainage swales as shown on the Site Plan. The Association will conduct inspections of the Storm Drainage System as needed and may access an Owner's Courtyard as needed to inspect and/or repair this Storm Drainage System. In lieu of the Association inspecting a Courtyard, an Owner may provide, at his or her own expense, written verification from a licensed home inspector stating that the portion of the Storm Drainage System located in his or her Lot is functioning properly and is no threat to the Property.

For the protection of his or her Dwelling Unit, as well as adjacent Dwelling Units, each Owner is responsible for keeping all drain inlets and pipe located in his or her Courtyard free of all debris as to not restrict water flow. If any such drains or pipes will not accept water an Owner should immediately notify the Association. An Owner will be held responsible for debris removal from the Storm Drainage System contained within such Owner's Courtyard.

The drainage swales can only be altered by the Association, and can only be altered to enhance drainage. Parking within the drainage swales is strictly prohibited.

Section 10. Parking. Unless otherwise provided herein or as provided by rules or regulations adopted by the Board, Owners must park two operative motor vehicle(s) in their garages. The parking of inoperative motor vehicles, equipment, motor homes, campers, trailers, vehicles in excess of one ton hauling capacity, boats, recreational vehicles or any other items on the Property is strictly prohibited, unless parked within an Owner's garage; provided that loading and unloading of such vehicles, equipment or items is allowed if such loading and unloading does not exceed two (2) hours per vehicle, per seven (7) day period.

Declarant may park any number of operative motor vehicle(s) and equipment of employees, guests, invitees and licensees, on Lots owned by the Declarant or in unenclosed parking areas without time limits provided that such vehicles are parked so as to not interfere with any Owner's right of ingress and egress to his or her Dwelling Unit.

The Board may require removal of any inoperative vehicle, unsightly vehicle, and/or any other

vehicle, motor home, camper, trailer, vehicle in excess of one ton hauling capacity, boat, equipment or item improperly parked or stored. If the same is not removed after one (1) day's written notice, the Board may cause removal at the risk and expense of the owner thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed.

Section 11. Mail Boxes. Mail box kiosks providing mail to all Dwelling Units will be provided by the Declarant in conjunction with the United States Postal Service. The Association shall be responsible for maintaining all kiosks.

Section 12. Courtyards. No item may be placed or stored in the Courtyards which exceeds the height of the Privacy Walls with the exceptions of 1) landscaping installed by the Declarant, 2) one patio umbrella and/or 3) any item pre-approved in writing by the Board.

Section 13. Compliance With Laws. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit which would be in violation of any laws, rules, regulations or ordinances.

Section 14. Signs. One (1) business or Owner name sign shall be allowed at the front entry of each Dwelling Unit with lettering style, size and location as pre-approved in writing by the Board. No other sign of any kind shall be displayed on any Lot or Dwelling Unit except for two signs (maximum one sign in the front of a Lot and one in the rear of a Lot) of not more than four (4) square feet each advertising a Lot/Dwelling Unit for sale or lease. The sign shall be removed within five (5) days following a lease or sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of Property owned by Declarant.

Section 15. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit or Lot, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 16. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit or Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No noise, obstructions of pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Board), flashing lights or search

lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 17. Flood and Other Insurance. The Property currently lies within a flood plain as shown on a federal flood plain map. Accordingly, each Owner must maintain AT ALL TIMES a proper flood insurance policy. Each Owner must also maintain AT ALL TIMES a homeowner's insurance policy insuring the homeowner and Dwelling Unit from loss by fire, theft, and other loss or damage. **Each Owner must provide the Association with proof of this insurance, including, without limitation, all renewals thereof. If an Owner does not provide the Association this required proof of insurance, the Association, after ten (10) days prior written notice, may purchase such insurance for the Owner and charge the Owner for this purchase in the form of a Limited Assessment.** Nothing shall be done or kept in any Dwelling Unit or Lot which will increase the rate of the Association's, Declarant's or any other Owner's insurance.

Section 18. Garbage Pick-Up. Garbage and recycle containers can be placed on the appropriate sidewalks or driveways on garbage and recycle collection days, but such containers must be removed no later than8:00pm that evening.

Section 19. Common Sidewalk and Drainage Easements. Declarant hereby reserves unto itself, and grants for the benefit of all Owners, and their family members, tenants, invitees and licensees, a permanent, non-exclusive access easement on, over, across and through all Common Sidewalks and adjacent benches, for access through, and the enjoyment of, the Property by such Owners and their family members, tenants, invitees and licensees. In addition, Declarant hereby reserves unto itself, and grants for the benefit of all Owners, and their invitees and licensees, a permanent, non-exclusive drainage easement on, over, across and through 1) all roofs located on the Property and 2) the Storm Drainage System, the purpose of which easement is to allow storm drainage to flow over all roofs and through the Storm Drainage System, including, without limitation, the operation, maintenance, repair and replacement of the same.

Section 20. Applicability of Existing CC&Rs. **Notwithstanding anything herein to the contrary, the Property, Lots and Dwelling Units described herein will become part of the Carlton Bay Subdivision and, accordingly, all Owners and every portion of the Property will be subject to, and shall comply with, all terms, covenants, conditions and restrictions contained in the Existing CC&Rs, including, without limitation, the payment of assessments and fees levied by the CBHOA, other than Articles 4 and 10 in the Existing CC&Rs which shall not be applicable to any Owner, Declarant, the Association or any portion of the Property. In addition, Declarant shall not be obligated to pay any assessments to the CBHOA.**

Owners of Lots will also become members in the CBHOA.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to, and through-out, the Property, as

well as Lot 21, Block 3 and Lot 4, Block 2, as shown on the Plat, by the New Union Ditch Company Limited and/or the New Dry Creek Ditch Company, Limited (collectively "Ditch Company") utilizing a pressurized irrigation system owned by the Association and CBHOA, which may include main lines, pumps, sprinklers, sprinkling clocks, electrical components, service lines, values, and other facilities located on the Property and Lot 21, Block 3 and Lot 4, Block 2 (collectively the "Pressurized Irrigation System"). The Association, CBHOA and/or the Ditch Company will operate, maintain, repair and/or replace this Pressurized Irrigation System.

This Pressurized Irrigation System will be run utilizing electronic sprinkling clocks. These clocks may be located on certain Lots which will access that Lot's electric meter. Owners of Lots with electronic sprinkling clocks shall be entitled to reimbursement from the Association for the electricity costs associated with operating the electronic sprinkling clocks for the benefit of the other Lots and/or Lot 21, Block 3 and Lot 4, Block 2.

The Pressurized Irrigation System will be used for all irrigation, including the irrigation of all Lots and Lot 21, Block 3 and Lot 4, Block 2. By accepting a deed to any portion of the Property, each Owner hereby agrees to pay its proportionate share of Assessments to the Association and CBHOA and assessments levied by the Ditch Company associated with the operation and maintenance of the Pressurized Irrigation System and covenants and agrees to hold the Association and Declarant harmless from any and all liability for damages or injuries to their family members, tenants, invitees or licensees caused by the Pressurized Irrigation System.

ARTICLE VI: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VII: INSURANCE

Section 1. Insurance. The Association shall maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent possible for the Association to obtain the same:

(a) Comprehensive general liability insurance insuring the Association and its agents, employees, invitees and licensees against any liability incident to the management, maintenance and/or use of the Property. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars

($1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars ($1,000,000) per occurrence with respect to property damage or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances;

(b) Full coverage directors' and officers' liability insurance for the Association's directors and officers with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000) or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances;

(c) Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws, and indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE VIII: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed to any portion of the Property, is deemed to covenant and agree to pay to 1) the CBHOA all assessments and fees levied thereby and 2) the Association all Regular Assessments, Special Assessments, Limited Assessments and fees as levied thereby. Regular, Special and Limited Assessments, together with fees interest, costs, late fees and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay any Assessments.**

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for any purpose discussed herein, including, without limitation, the operation, maintenance, repair and/or replacement of the Lots, Dwelling Unit exteriors, Access Sidewalks, Common Sidewalks, Privacy Walls, the Storm Drainage System, the Pressurized Irrigation System, as well as the operation of the Association.

Section 3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 4. Date of Commencement of Annual Assessments; Due Dates. Regular Assessments provided for herein shall commence as to all Lots on the closing date of the sale of a Lot and Dwelling Unit from Declarant to an Owner. The first Regular Assessment for any Owner shall be pro-rated according to the number of days remaining in the calendar year corresponding to the Regular Assessment. The Board shall fix the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. Written notice of the Regular Assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual Regular Assessment period. The due dates

shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. The date of delinquency is the date which is thirty (30) days after the due date of any Assessment. Additionally, a late fee equal to ten (10%) of the overdue amount shall be added to and charged on each Assessment which is not paid by the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of the Declarant, the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and by-laws, shall have all powers and authority permitted to the Board under the Association's articles, by-laws and this Declaration, and may acquire and pay for as part of Regular Assessments, all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

(a) Operation, maintenance and management of the Property as detailed herein.

(b) Policies of insurance as determined by the Board; provided that, each Owner shall be responsible for his or her own flood, property and casualty and general liability insurance for him or her and his or her respective Lot and Dwelling Unit.

(c) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(d) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

(e) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration; provided that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Dwelling Units or their Owners, the cost thereof

shall be treated as a Limited Assessment and charged to the Owners of such Dwelling Units.

(f) Maintenance and repair of any Lot or Dwelling Unit, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect or preserve the appearance and value of the Property, and the Owner of said Lot or Dwelling Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, provided that the Board shall levy a Limited Assessment against the Lot and Dwelling Unit of such Owner for the cost of such maintenance or repair.

(g) Payment of any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof, which is claimed to or against the Property, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Dwelling Units responsible to the extent of their responsibility.

Notwithstanding the foregoing, the Board shall not make any non-budgeted expenditure in excess of $2,500 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening any Owner or any portion of the Property.

Section 2. Easement. The Board and its agents and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot (including the corresponding Dwelling Unit) for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Board as provided in this Declaration.

Section 3. Inspections/Entry for Repairs. The Board shall have the right to inspect any Lot Improvement and/or Dwelling Unit exterior at any reasonable time it deems appropriate. In addition, in the event of an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, or an immediate risk of harm or damage to any of the Dwelling Units or any part of the Property, the Board and its agents or employees, may enter any Lot or Dwelling Unit to make repairs or perform maintenance. Such entry shall be repaired by the Board and paid for by Assessments levied against the Owners (unless the emergency was caused by an Owner, his or her family, tenants, invitees or licensees, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). In addition, if the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 4. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, the Plat, or the Association's articles of incorporation or by-laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 5. Limitation of Liability. Neither the Board nor Declarant shall be liable for any failure of any utility or other service to be obtained and paid for by the Board and/or Declarant, or for injury or damage to a Person or property caused by the elements, or by any Owner or other Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority.

Section 6. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorney's fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant and its agents while the Declarant's agents are members of the Board.

Section 7. Rules and Regulations/Retention of Third Parties Including Declarant. **The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and/or the Owners. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties (including Declarant) to operate, maintain and manage the Association, including, to perform any right, duty or obligation of the Board or Association as contained herein. In the event the Board retains the services of Declarant to perform property management or other services, the Declarant shall be entitled to reasonable compensation for such services.**

Section 8. Borrowing Money. The Board shall have the right to borrow money from Declarant or any other third party upon such commercially reasonable terms as determined by the Board.

ARTICLE X: ARCHITECTURAL REVIEW

Section 1. Charter of the Board. As it relates to architectural review, the Board is to represent the collective interests of all Owners, and to help Owners wishing to make **minor** exterior Improvements and/or alterations. **The Board shall not approve exterior Improvement additions, removals or any other modifications which materially alter the uniform appearance of the Lots, Dwelling Unit exteriors or any other uniform Improvements constructed/provided by Declarant, without the consent of Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members. Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval. This Article does not apply to the Declarant.**

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit exterior modifications, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Board and same has been approved

in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other Dwelling Units or residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said Dwelling Units.

Section 3. Review of Proposed Improvements. The Board shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as it or the Declarant may deem advisable, including the inspection of construction in progress. The Board may condition its approval of proposals upon the agreement of the Owner to 1) an additional assessment for the cost of maintenance, 2) the payment of an architectural review processing fee, 3) deposit with the Association a construction completion deposit and/or 4) purchase payment and/or performance bonds. The requirements of numbers 3 and 4 in the previous sentence are to ensure the completion of construction by an Owner. The Board may require submission of additional plans or review by a professional architect. The Board may issue design guidelines and guidelines setting forth procedures for the submission of plans for approval. The Board may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Board of any required plans and specifications the Board may postpone review of plans. Decisions of the Board and the reasons therefor shall be transmitted by the Board, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Board. If the Board has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

Section 4. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Board.

(b) Within sixty (60) days thereafter, the Board, or its duly authorized representative, may inspect such Improvement. If the Board finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 5. Review of Unauthorized Improvements. The Board may identify for review, Improvements which were not submitted to the approval process as follows:

(a) The Board or its duly authorized representative may inspect such unauthorized Improvement.

(b) If the Board finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner in writing of such noncompliance and its request to remedy such noncompliance.

(c) If the Owner has not remedied such noncompliance within a period of not more than ten (10) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce any term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

Section 4. Annexation. **As described in Article I, Section 1, additional real property consisting of the remainder of the Carlton Bay Townhomes may be annexed into the Property. These future annexations will be accomplished by Declarant at its sole and absolute discretion without any Association, Owner or Class A Member consent.** In addition, additional residential property not currently anticipated to be a part of the Carlton Bay Townhomes may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest.

Section 6. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Section 7. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand on the date first above written.

Carlton Bay Townhomes LLC,
an Idaho limited liability company

By: _____
Steven E. Roth, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Roth, known or identified to me to be the Manager of the Carlton Bay Townhomes LLC, the person who executed the instrument on behalf of said company, and acknowledged to me that such company 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.

_____
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 5/10/16

BETHANY SMITH NOTARY PUBLIC STATE OF IDAHO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 17, 18, 19 and 20, Block 3, Carlton Bay Subdivision, according to the official plat thereof, filed in Book 100 of Plats, at Pages 12901 through 12905, official records of Ada County, Idaho.

EXHIBIT B

DEPICTION OF ALL CARLTON BAY TOWNHOME LOTS

All Carlton Bay Townhome lots are Lots 2 through 20, Block 3, and Lots 5 through 21, Block 2, as shown in the cross hatched section of the attached plat.