LAND DIVISION

Permit info: MLDFY2025-0001
Application Date: 11/6/24 Rec'd by: CW
FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921 (tel.)
208.472.2926 (FAX) ▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

CONTACT INFORMATION

APPLICANT

Name: Dale Binning
Email: binningarchitects@gmail.com
Phone: (208) 383-0209 cell
Address: 3535 N. Verdant Place, Star, ID 83669

OWNER

Name: Bill Luers, BC Holdings
Email: bjluers@msn.com
Phone: (208) 230-2801 cell
Address: 3886 Sage Creek, Boise, ID 83714

PROPERTY INFORMATION

Subdivision/Project Name:
Foothills Functional Medicine

Site address:
10178 W. Carlton Bay Drive

Description of Existing Use(s):
Vacant

Description of Surrounding Uses:
Commercial to east and west, multi-family to south, State Street to the north

APPLICATION INFORMATION

☒ Minor Land Division ☐ Preliminary Plat ☐ Planned Unit Development
☐ Combined Preliminary/Final Plat ☐ Final Plat ☐ Condominium

If final plat have there been any changes since the preliminary plat? Y/ N

Number of residential lots_____ Number of commercial lots__2___ Number of mixed use lots_____
Number of common lots__0___ Square feet of common open space_____
Are any improvements planned within the common open space area? If so, specify.
_____

What public services and facilities are required for this development? __x___Fire Protection __x___Police Protection __x___Water __x___Sewer __x___Drainage __x___Streets _____Schools

What housing types are proposed? MARK ALL THAT APPLY
Single Family_____ Condos_____ Townhomes_____ Live/Work_____
Manufactured/ Mobile Homes_____ N/A__x___

Is this plat a portion of a larger land holding intended for subsequent development? If yes, please explain. - the adjacent parcel created with this MLD may be developed in the future

Is the project within the Floodplain? - yes

Are there any proposed uses not allowed in the zoning district where the project is located? If so, specify. If so, what is the gross land area devoted to such uses? - no

What is the effect of this site development on roadways and traffic conditions?
- only minor amount of trips per day from staff and visitor, site is on a local street

Are there new roads proposed/required?
- no

Are there new ingress/egress being proposed?
- yes, one driveway approach per ACHD SD-710B

How has off-street parking and loading been arranged and sized to prevent traffic congestion?
- separate parking lot located at rear of building

How has vehicular <u>and pedestrian</u> circulation been arranged with respect to adjacent facilities and internal circulation?
- connecting sidewalk to State Street sidewalk for pedestrian connectivity

Has there been connection to or access provided for future connections to bicycle and pedestrian pathways or regional transit?
- connecting sidewalk to State Street sidewalk for pedestrian connectivity

What neighborhood characteristics exist or are planned which make this development compatible with the neighborhood and adjoining properties?
- new building and site improvements will be compatible with existing neighborhood characteristics

What is the effect of this site development on the adequacy of storm and surface water facilities?
- new stormwater management system will retain and dispose all stormwater runoff on the site

How will the design create a sense of place (usable open space, public art, visual focus points)?
- no intentional open space or public art are proposed

How has landscaping been used to protect existing trees, utilize existing features, create harmony with adjacent development and prevent erosion and dust?
- landscaping will be provided throughout the entire site

What type of water will be used for landscaping? _x_Irrigation – Non-Potable _____Irrigation – Potable _____City Water System

Have native or drought resistant plants been utilized in the landscaping plan? If so what types and what percentage of the overall landscape is dedicated to these plants? - native and climate appropriate trees and planting will be used for landscaping

What sustainable concepts have been incorporated into the design?
- trees and landscaping are climate compatible, no new grass lawn is proposed

APPLICATION INFORMATION REQUIRED

NOTE:
AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES

TWO (2) HARD COPIES OF EACH CHECKLIST ITEM REQUIRED

- [x] Planning Submittal Form
- [x] Preliminary Title Report
- [x] Legal Description
- [x] Neighborhood Map
- [ ] Sketch Map (Required for subs with 4 or more proposed lots)
- [ ] Subdivision Map
- [x] Site Plan
- [x] Landscape Plan
- [x] Schematic Drawings
- [ ] Lighting Plan
- [x] Topographic Survey
- [x] Grading Plan
- [x] Soils Report
- [x] Hydrology Report
- [x] Engineering Drawings and Specifications
- [ ] Natural Hazard and Resources Analysis
- [ ] Dedications and Easements
- [ ] Covenants and Deed Restrictions
- [x] Ability to Serve Letter
- [x] Neighborhood Meeting Verification
- [x] Affidavit of Legal Interest
- [x] Affidavit of Posting and Photos (Due 10 days before the hearing)
- [ ] Irrigation/Ditch Company Information Form
- [ ] Locations, elevations, and materials of proposed signage or Master Sign Plan
- [ ] Waiver Request of Application Materials
- [x] Compliance Statement
- [x] Statement of Intent
- [ ] Approved Sketch Plat

FOR CONDOMINIUM SUBDIVISIONS:

IN ADDITION TO THE ABOVE REQUIRED DOCUMENTS AND INFORMATION, THE FOLLOWING MUST BE SUBMITTED:

- [ ] Diagrammatic floor plans of the building or buildings built or to be built in Sufficient detail to identify each unit, its relative location and approximate dimensions, showing elevations where multi-level or multi-story structures are diagrammed
- [ ] A declaration and by-laws consistent with the provisions contained in Idaho Code 15-1505

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS (PLEASE CHECK):

- [ ] Statement must include a list of the application materials to be waived and an explanation for the request. - none

INFORMATION REQUIRED ON COMPLIANCE STATEMENT (PLEASE CHECK):

- [x] Statement explaining how the proposed structure(s) is compliant with the standards of review for the proposed application

INFORMATION FOR STATEMENT OF INTENT(PLEASE CHECK):

- ☒ Should include purpose, scope, and intent of project
- ☒ Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

INFORMATION FOR PRELIMINARY TITLE REPORT (PLEASE CHECK):

- ☒ Document confirming property has been purchased contingent to approvals by city and other agencies
- ☒ Document should confirm if there are liens on property and if there are other issues with title
- ☒ Document typically generated by lender or title company

INFORMATION FOR LEGAL DESCRIPTION (PLEASE CHECK):

- ☒ A document legally describing the property.
- ☒ Must have Ada County instrument number or county seal inscribed.

INFORMATION FOR SKETCH PLAT (PLEASE CHECK):

N/A
- ☐ A plat preliminary to the preparation of a preliminary plat that show the basic outline of the plat, including lots, roads, and dedicated sites.
- ☐ Required for subs with 4 or more proposed lots

INFORMATION REQUIRED ON NEIGHBORHOOD MAP (PLEASE CHECK):

- ☒ 8 ½" x 11" size minimum
- ☒ Location of contiguous lots and lot(s) immediately across from any public or private street, building envelopes and/or existing buildings and structures at a scale not less than one inch equals one hundred feet (1" = 100')
- ☒ Impact of the proposed siting on existing buildings, structures, and/or building envelopes

INFORMATION REQUIRED ON PRELIMINARY SUBDIVISION MAP (PLEASE CHECK):

N/A
- ☐ 30" x 42" minimum size
- ☐ Scale no less than one inch (1") to one hundred feet (100')
- ☐ The names, addresses, and telephone numbers of the planners, engineers, surveyors or other persons who designed the subdivision and prepared the plat
- ☐ The legal description of the proposed subdivision, and a topographical map showing the proposed subdivision at a scale of not less than one inch (1") to one hundred feet (100')
- ☐ The intended use of the lot such as: residential single-family, duplex, townhouse and multiple housing, commercial, industrial or recreational;
- ☐ A proposed building envelope shall be designated and dimensioned on each lot to demonstrate that a building can comply with the required setbacks. This building footprint is not binding on future building on the lot.
- ☐ Streets and public rights of way, including proposed street names and dimensions
- ☐ Blocks, if any, building envelopes and lot lines as required by subsection 10-4-4F of this Title, showing the dimensions and numbers of each. N addition to providing this information on the plat or supporting addenda, the applicant shall stake the perimeters of each lot and the center of its building envelope sufficiently to permit the Commission to locate the same when inspecting the site of the proposed subdivision
- ☐ Contour lines, shown at two foot (2') intervals, reference to an established bench mark, including location and elevation

- ☐ Location of any proposed or existing utilities, including, but not limited to, domestic water supply, storm and sanitary sewers, irrigation laterals, ditches, drainages, bridges, culvers, water mains, fire hydrants, and their respective profiles
- ☐ Location of bicycle parking
- ☐ Location of existing and proposed street lights
- ☐ Location of existing and proposed pedestrian and bicycle pathways

INFORMATION REQUIRED ON SITE PLAN(PLEASE CHECK):

- ☒ 24" x 36" size minimum
- ☒ Scale not less than 1" = 20'), legend, and north arrow.
- ☒ Property boundary, dimensions, setbacks and parcel size.
- ☒ Location of the proposed building, improvement, sign, fence or other structure, and the relationship to the platted building envelope and/or building zone
- ☒ Building envelope dimensions with the center of the envelope location established in relation to the property lines
- ☒ Adjacent public and private street right of way lines
- ☒ Total square footage of all proposed structures calculated for each floor. If the application is for an addition or alteration to an existing building or structure, then the new or altered portions shall be clearly indicated on the plans and the square footage of new or altered portion and the existing building shall be included in the calculations
- ☒ For uses classified as drive-through, the site plan shall demonstrate safe pedestrian and vehicular access and circulation on the site and between adjacent properties as required in Section 8-2C-13 of Title 8.
- ☒ The site plan shall demonstrate safe vehicular access as required in 8-4E-4
- ☒ Driveways, access to public streets, parking with stalls, loading areas.
- ☒ Sidewalks, bike and pedestrian paths.
- ☐ Berms, walls, screens, hedges and fencing.
- ☒ Location and width of easements, canals, ditches, drainage areas.
- ☒ Location, dimensions and type of signs.
- ☒ Trash storage and mechanical equipment and screening.
- ☒ Parking including noted number of regular, handicap and bike parking as well as dimensions of spaces and drive aisles depicted on plan
- ☒ Log depicting square footage of impervious surface, building and landscaping
- ☐ Location and height of fences and exterior walls
- ☐ Location and dimensions of outdoor storage areas
- ☒ Location of utilities and outdoor serviced equipment and areas
- ☐ Location of any proposed public art
- ☐ Location of any proposed exterior site furniture
- ☒ Location of any exterior lighting
- ☒ Location of any existing or proposed signage

INFORMATION REQUIRED ON LANDSCAPE PLAN (PLEASE CHECK):

- ☒ 24" x 36" size minimum
- ☒ Scale the same as the site plan.
- ☒ Type, size, and location of all existing and proposed plants, trees, and other landscape materials.
- ☒ Size, location and species of existing vegetation labeled to remain or to be removed.
- ☒ All areas to be covered by automatic irrigation, including location of proposed irrigation lines.
- ☒ Cross section through any special features, berms, and retaining walls.
- ☒ A plant list of the variety, size, and quantity of all proposed vegetation
- ☒ Log of square footage of landscaping materials corresponding to location

- ☒ Proposed storm water systems
- ☒ Locations and dimensions of open space

INFORMATION REQUIRED ON SCHEMATIC DRAWINGS (PLEASE CHECK):

- ☒ 11" x 17" size minimum
- ☒ Scale not less than 1/8 inch = 1 foot (1/8" = 1')
- ☒ Floor plans; elevations, including recorded grade lines; or cross sections that describe the highest points of all structures and/or buildings, showing relationship to recorded grade existing prior to any site preparation, grading or filing
- ☒ Decks, retaining walls, architectural screen walls, solid walls, and other existing and proposed landscape features shall be shown in elevations and sections with the details to show the completed appearance of those structures
- ☒ Overall dimensions of all proposed structures
- ☒ Specifications on exterior surface materials and color
- ☒ Sample materials (as determined by the staff)

INFORMATION REQUIRED ON LIGHTING PLAN (PLEASE CHECK):

- ☒ 11" x 17" size minimum
- ☒ Location, type, height, lumen output, and luminance levels of all exterior lighting
- ☒ Refer to Garden City Code 8-4A-6 for outdoor lighting requirements
- ☐ Location of municipal street lights - none nearby

INFORMATION FOR TOPOGRAPHIC SURVEY (PLEASE CHECK):

- ☒ The topographic map is a map of the application site and adjoining parcels prepared by an engineer and/or land surveyor, and at a scale of not less than one inch (1") to twenty feet (20'). If the site has been known to have been altered over time, then the applicant shall provide evidence of the natural topography of the site.

INFORMATION REQUIRED ON GRADING PLAN (PLEASE CHECK):

- ☒ 11" x 17" size minimum
- ☒ Scale not less than one inch equals twenty feet (1" = 20')
- ☒ Two foot (2') contours for the entire proposal site
- ☒ One foot (1') contours for details, including all planimetric features
- ☒ Existing site features, including existing structures, trees, streams, canals, and floodplain hazard areas
- ☒ Existing easement and utility locations
- ☒ Approximate limiting dimensions, elevations, and finish contours to be achieved by the contemplated grading within the project, showing all proposed cut and fill slopes, drainage channels, and related construction; and finish and spot grade elevations for all wall and fence construction, and paved and recreational surfaces
- ☒ Slope and soil stabilization and re-vegetation plan, including identification of areas where existing or natural vegetation will be removed and the proposed method of re-vegetating. Show all areas of disturbance and construction fencing location; re-vegetation is required for all disturbed areas
- ☒ Proposed storm water systems

INFORMATION FOR SOILS REPORT (PLEASE CHECK):

- ☒ Prepared by a licensed engineer
- ☒ Report showing the nature, distribution, and strength of existing soil;
- ☒ Conclusions and recommendations for grading procedures

- ☒ Opinions and recommendations regarding the adequacy of the soil for the proposed development
- ☒ The design criteria for any corrective measures which are recommended

INFORMATION FOR HYDROLOGY REPORT(PLEASE CHECK):

- ☒ Prepared by a licensed engineer
- ☒ Description of the hydrological conditions existing within the proposed site, the adequacy of the existing conditions for the proposed project and the design criteria for any recommended corrective measures
- ☒ Map or drawing showing existing surface drainage patterns in the proposed site and identifying any anticipated changes in those patterns due to the project development
- ☒ For preliminary plat: Preliminary plans and approximate locations of all surface and subsurface drainage devices or other devices to be employed in controlling drainage water within the project site, including proposed, existing, and natural drainage swales, culverts, catch basins, and subsurface drain piping
- ☒ For final plat: A storm drainage plan shall be submitted showing compliance with the standards of section 8-4B-1. The storm drainage plan shall include:
    a. A map indicating the on-site and off-site drainage applicable to the site
    b. Detailed engineering plans of all subsurface drainage improvements to be constructed as a part of the proposed development
    c. Location of all drainage easements, or drainage rights of way
- ☒ For a subdivision within a floodplain, documentation shall be provided that will show and explain at the following to demonstrate conformance with Chapter 3, Article B. Flood Hazard. Location of all planned improvements:
    a. The location of the floodway and the floodway fringe per engineering practices as specified by the Army Corp of Engineers
    b. The location of the present water channel
    c. Any planned re-routing of waterways
    d. All major drainage ways
    e. Areas of frequent flooding
    f. Means of flood proofing buildings, and means of insuring loans for improvements within the floodplain

INFORMATION FOR ENGINEERING DRAWINGS AND SPECIFICATIONS (PLEASE CHECK):

- ☒ Prepared by a licensed engineer
- ☒ The engineering drawings and specifications are for streets, water systems, sewers, and other required public improvements to support the proposal
- ☒ The plans shall contain sufficient information and detail to enable the Planning Official to make a determination as to conformance of the proposed improvements to applicable regulations, ordinances, and standards
- N/A ☐ For a sexually oriented business: The applicant shall provide evidence certified by a professional land surveyor licensed in the State of Idaho that the proposed adult entertainment establishment conforms to the separation requirements as set forth in Section 8-2C-33 of this Title

INFORMATION FOR NATURAL HAZARD AND RESOURCES ANALYSIS (PLEASE CHECK):

- ☐ Prepared by a licensed engineer - no natural hazards or resources at the site
- ☐ The natural hazards and resources analysis shall provide an inventory and recommendation regarding natural conditions existing on the site.
- ☐ The analysis shall include: significant natural resources existing on the site shall be indentified including vegetation; fish and wildlife habitat; and water, including streams and riparian zones. A plan for preservation and/or

mitigation of significant resources should be prepared by a qualified professional.

- ☒ For subdivisions within a floodplain: Detained information on the nature, source, and extent of the hazard and the proposed actions to minimize or eliminate danger to public health, safety or property. The analysis shall include the following information:
    a. The location of existing water channels and drainage ways, floodway, flood plain and base flood elevation
    b. The location of all planned improvements including dams, dikes, and similar structures
    c. All planned diversions, alterations or rerouting of channels and drainage ways.

INFORMATION FOR DEDICATIONS AND EASEMENTS (PLEASE CHECK):

N/A ☐ The statement of intent for dedications and/or easements shall include the location, size, dimensions, and purpose.

INFORMATION FOR COVENANTS AND DEED RESTRICTIONS (PLEASE CHECK):

N/A ☐ The draft of any proposed covenants and deed restrictions to be recorded with the plat or plat amendment.

INFORMATION FOR WILL SERVE LETTER (PLEASE CHECK):

- ☒ A document from the City Engineer certifying that a property has adequate access to city services.

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION (PLEASE CHECK):

- ☒ Copy of notice sent to property owners within 300' of an applicable property
- ☒ List of notice recipients with names and addresses
- ☒ Sign-up sheet from meeting

INFORMATION FOR AFFIDAVIT OF LEGAL INTEREST (PLEASE CHECK):

- ☒ A signed affidavit indicating legal interest in a property and application

INFORMATION FOR AFFIDAVIT OF PROPERTY POSTING AND PHOTOS (PLEASE CHECK):

- ☒ A signed affidavit affirming that the required sign has been posted on the property ten (10) days before the hearing
- ☒ Photos (digital or print) of posted sign
- ☒ Photos of posted sign must be clear enough to read the text

INFORMATION REQUIRED FOR IRRIGATION/DITCH INFORMATION FORM (PLEASE CHECK):

- ☒ Required if irrigation canal/irrigation ditch runs through property or along property lines

INFORMATION REQUIRED FOR MASTER SIGN PLAN (PLEASE CHECK):

- ☒ Required for commercial or mixed-use developments of two or more buildings
- ☒ Location, elevations, and materials of proposed signage

CITY OF GARDEN CITY

6015 Glenwood Street ▪ Garden City, Idaho 83714
Phone 208/472-2900 ▪ Fax 208/472-2996

12 June 2024

Building Department
City of Garden City
6015 North Glenwood Street
Garden City, Idaho 83714

Subject: **10178 West Carlton Bay Drive**
Parcel Numbers R1292650120 & R1292650130
Water and Sanitary Sewer Ability to Serve
ATSFY2024-0018

I am a consultant (employed by Centurion Engineers, Inc.) appointed by the city council as the engineer for the city of Garden City. The referenced project is eligible to receive water service from the city of Garden City from existing infrastructure.

The city water system in the area provided a minimum fire flow of 2,000 gallons per minute with a residual pressure of 20 pounds per square inch for two hours based upon a letter dated 7 June 2024 (fire hydrant #6094) from the Garden City Public Works Water Division. Said system is capable of providing adequate fire protection capacity to serve a proposed facility if the North Ada County Fire and Rescue District determines that the project does not require more fire protection water than what is available from the city system. Should the District require more fire protection water than the current system is capable of providing, the owner of the project may be required to modify and propose construction to comply with the District's flow requirements and/or upgrade the city's water system. The District may also require additional fire hydrants.

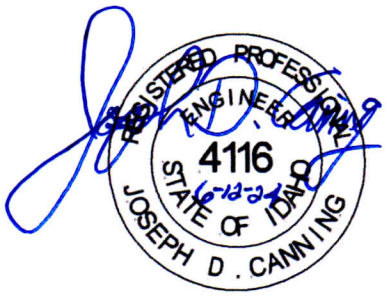
Any new water mainline extensions or water service connections must be coordinated, reviewed and approved by the city prior to installation. Design and installation is the responsibility of the applicant.

The existing city sanitary sewer system in the area is capable of serving the property if flows are reasonable in volume.

Any new sanitary mainline extensions or sewer service connections must be coordinated, reviewed and approved by the city prior to installation. The applicant must verify location and available grade to the city sewer system. Design and installation is the responsibility of the applicant.

Special uses on the site may require pretreatment of wastewater based upon review of use by Garden City Environmental.

Sincerely,



J. D. Canning, PE/PLS
Centurion Engineers, Inc.
Garden City Engineer

ec. Mr. Colin Schmidt
Public Works Director
City of Garden City

Mr. Chad Vaughn
Garden City Water Manager
City of Garden City

Mr. Troy Vaughn
Garden City Collections/Construction Manager
City of Garden City

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NESTLED BY THE RIVER

6015 Glenwood Street ▪ Garden City, Idaho 83714
Phone 208 - 472-2921 ▪ Fax 208 - 472-2926 ▪
www.gardencityidaho.org

Property Owner Permission (Affidavit of Legal Interest)

State of Idaho)
)SS
County of Ada)

I, Bill Luers - B C Holdings (Name), 3886 Sage Creek Drive (Address of Owner)
(must be primary owner as noted in Ada County Assessor's records.
If the primary owner is a business write the business name)

Boise (City), Idaho 83714 (State and Zip)

Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission to Dale Binning, Architect (Name of Applicant),

to submit the accompanying application pertaining to 10178 Carlton Bay Drive (Address of Property Subject to this Affidavit),
Garden City Idaho, 83714 property.

2. I agree to indemnify, defend, and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.

4. I acknowledge that all fees related to said applications and improvements are ultimately the property owner's responsibility.

Dated this 16 day of October, 2024

[signature] William J. Luers JR.
Signature Printed Name
(must be primary owner, registered agent, or otherwise have legal authority to sign on behalf of primary owner)

Subscribed and sworn to before me the day and year first above written.

Kayla Frei
Notary Public for Idaho

KAYLA FREI
NOTARY PUBLIC
Commission # 69343
My Commission Expires Feb 08, 2029
STATE OF IDAHO

Residing at: Boise, Id

My Commission expires 2/8/29

4/30/2024

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:

Fidelity National Title Insurance Company

Policy Number:

34601600400

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Fidelity National Title Company
950 W. Bannock St., Suite 420
Boise, ID 83702

Countersigned By:

Authorized Officer or Agent



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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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SCHEDULE A

Name and Address of Title Insurance Company: Lynn Darling
Fidelity National Title Company
950 W. Bannock St., Suite 420
Boise, ID 83702

Address Reference: 10178 W Carlton Bay Dr, Garden City, ID 83714

Date of Policy	Amount of Insurance	Premium
August 5, 2016 at 11:52 AM	$265,000.00	$1,211.00

1. Name of Insured:

   BC Holdings, L.L.C.

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   BC Holdings, L.L.C., an Idaho limited liability company

4. The Land referred to in this policy is described as follows:

   For APN/Parcel ID(s): R1292650120 and R1292650130

   Lot 7 in Block 1 of Carlton Bay Subdivision, according to the official plat thereof, filed in Book 100 of Plats at Page(s) 12901 through 12905, records of Ada County, Idaho; and as amended by an Affidavit recorded March 1, 2010, as Instrument No. 110018434, official records of Ada County, Idaho.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.

4. Any lien or right to a lien for services, labor or material not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

6. (a)Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016.

9. Liens, levies and assessments of FLOOD CONTROL DISTRICT NO. 10, and the rights, powers and easements of said district as by law provided; said assessments are collected with the general taxes.

10. Liens, levies and assessments of DRAINAGE DISTRICT NO. 2, and the rights, powers and easements of said district as by law provided; said assessments are collected with the general taxes.

11. Liens, levies and assessments of the CITY OF GARDEN CITY. No search has been made.

12. Liens, levies and assessments of the CITY OF BOISE (for sewer services). No search has been made.

13. Liens and assessments of the FARMERS UNION IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided. No search has been made.

14. Liens and assessments of the NEW UNION DITCH COMPANY, LTD, and the rights, powers and easements of said district as by law provided. No search has been made.

15. Liens and assessments of the BOISE VALLEY IRRIGATION DITCH COMPANY, and the rights, powers and easements of said district as by law provided. No search has been made.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

16. Liens, levies and assessments, if any, of Carlton Bay Owners Association.

17. Easements, reservations, restrictions, and dedications, if any, as shown on the official plat of Carlton Bay Subdivision as filed in Book 100 of Plats at Pages 12901 through 12905, of Official Records.

18. Right of way for Little Union Canal, and the rights of access thereto for maintenance of said canal.

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: The Mountain States Telephone and Telegraph Company
    Purpose: Public utilities
    Recording Date: July 1, 1936
    Recording No: 170897
    Book 14 of Misc Records at Page 619

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: The Mountain States Telephone and Telegraph Company
    Purpose: Public utilities
    Recording Date: July 1, 1936
    Recording No: 170898
    Book 14 of Misc Records at Page 620

21. Terms, conditions, provisions, easements and obligations set forth in that certain Site Development Agreement, Grant of Easements Improvements Maintenance Agreement and Restrictive Covenant Agreement
    Between: S & R Land Development LLC, an Idaho Limited Liability Company and Hawkins Companies LLC, an Idaho Limited Liability Company
    Recorded: September 6, 2006
    Instrument No: 106143961

    Consent and Subordination of Lender to Restrictive Covenants recorded October 30, 2008, as Instrument No. 108119674, re-recorded as Instrument No. 108119721

    Terms,conditions,provisions, easements and obligations set forth in that certain First Amendment to Site Development Agreement, Grant of Easements, Improvements Maintenance Agreement and Restrictive Covenants Agreement
    Between: Carlton Bay, LLC., an Idaho limited liability company and Hawkins Companies, LLC., an Idaho limited liability company
    Recorded: October 30, 2008
    Instrument No: 108119675

22. Terms, conditions, provisions, easements and obligations set forth in that certain License Agreement
    Between: New Union Ditch Company, LTD. and S & R Land Development, LLC, an Idaho Limited Liability Company
    Recorded: March 15, 2007
    Instrument No: 107031692

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

23. Terms, conditions, provisions, easements and obligations set forth in that certain License Agreement
Between: New Dry Creek Ditch Company, LTD, a ditch company and S & R Land Development, LLC, an Idaho Limited Liability Company
Recorded: June 28, 2007
Instrument No: 107092109

Addendum to License Agreement
Recorded: January 27, 2010
Instrument No: 110008080

24. A public right-of-way (sidewalk) easement in favor of Ada County Highway District
Recorded: July 5, 2007
Instrument No: 107095656

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

25. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 3, 2008
Recording No: 108025088

First Amendment to the Declaration
Recording Date: April 15, 2010
Recording No: 110034465

Consent and Subordination to First Amendment
Recording Date: April 19, 2010
Recording No.: 110035841

Consent and Subordination to First Amendment
Recording Date: April 28, 2010
Recording No.: 110038933

Consent and Subordination to Second Amendment
Recording Date: October 12, 2010
Recording No.: 110095701

Notice of Addition of Territory and Supplemental Declaration
Recording Date: July 17, 2015
Recording No.: 2015-064594

Covenants, conditions and restrictions for Carlton Bay Townhomes as incorporated by reference in Declaration
Recording Date: December 10, 2013
Recording No.: 113131949

Covenants, conditions and restrictions for Carlton Bay Townhomes as incorporated by reference in Declaration
Recording Date: November 4, 2015
Recording No.: 2015-101904

Covenants, conditions and restrictions for Carlton Bay Townhomes as incorporated by reference in Declaration
Recording Date: June 22, 2016
Recording No.: 2016-054702

26. Terms and provisions contained in letter from Central District Health
Recording Date: January 3, 2008
Recording No: 108000584

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

27. Terms, provisions, and restrictions as set for in that certain Declaration of Restrictive Covenant by and between Carlton Bay, LLC, an Idaho limited liability company and Hawkins Companies LLC, an Idaho limited liability company
Recording Date: October 30, 2008
Recording No: 108119676

First Amendment to Declaration of Restrictive Covenant
Recording Date: May 9, 2013
Recording No: 113050658

Covenants, conditions and restrictions for Carlton Bay Townhomes as incorporated by reference in Declaration
Recording Date: December 10, 2013
Recording No.: 113131949

Covenants, conditions and restrictions for Carlton Bay Townhomes as incorporated by reference in Declaration
Recording Date: November 4, 2015
Recording No.: 2015-101904

Covenants, conditions and restrictions for Carlton Bay Townhomes as incorporated by reference in Declaration
Recording Date: June 22, 2016
Recording No.: 2016-054702

28. Terms, provisions, restrictions and easements as set for in that certain Declaration of Restrictive Covenant and Easement by and between Bank of the Cascades, an Oregon corporation and PH Administrative Office, LLC, an Idaho limited liability company
Recording Date: February 18, 2010
Recording No: 110015083

END OF SCHEDULE B

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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(continued)

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by Ten percent (10%), and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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(continued)

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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Focus Engineering

Civil-Geotechnical-Environmental-Structural
5140 West Catalpa Court, Boise, Idaho 83703
(208) 395-1979 focusboise@gmail.com

November 4, 2024

SUBJECT: COMPLIANCE STATEMENT
MINOR LAND DIVISION DEVELOPMENT
LOT 7 CARLTON BAY SUBDIVISION
10178 W. CARLTON BAY DRIVE, GARDEN CITY, IDAHO

The design for the proposed medical office building has passed the Garden City Design Review committee.

The design of the proposed building complies with Garden City regulations and with building codes.

If you have any questions or comments on the MLD application and checklist items, please do not hesitate to contact us.

Sincerely,

Focus Engineering, Inc.
Boise, Idaho

Carl Geiger, P.E.

Focus Engineering
Civil-Geotechnical-Environmental-Structural
5140 West Catalpa Court, Boise, Idaho 83703
(208) 395-1979 focusboise@gmail.com

November 4, 2024

SUBJECT: STATEMENT OF INTENT
MINOR LAND DIVISION DEVELOPMENT
LOT 7 CARLTON BAY SUBDIVISION
10178 W. CARLTON BAY DRIVE, GARDEN CITY, IDAHO

The owner of Lot 7, Block 1 of Carlton Bay Subdivision, 10178 W. Carlton Bay Drive, intends to divide the existing parcel into two nearly equal sized parcels. A new medical office building with related parking lot and site improvements will be constructed on one of the parcels. The second parcel will remain undeveloped and will be offered for sale.

The proposed medical office building will not create any noxious uses, excess noise, vibration or other aspects that may impact adjacent properties or surrounding community.

If you have any questions or comments on our scope of work or fees described above, please do not hesitate to contact us.

Sincerely,

Focus Engineering, Inc.
Boise, Idaho

Carl Geiger, P.E.



NEIGHBORHOOD MAP

0 50 100 200 300

DALE BINNING
ARCHITECT
3535 NORTH VERDANT PLACE • STAR, IDAHO • 83669
208-383-0209

Foothills Functional Medicine

BASERRI, LLC
Greg T. Burkhart
President
PO Box 2550
Eagle, ID 83616

DATE:
APR 22, 2024

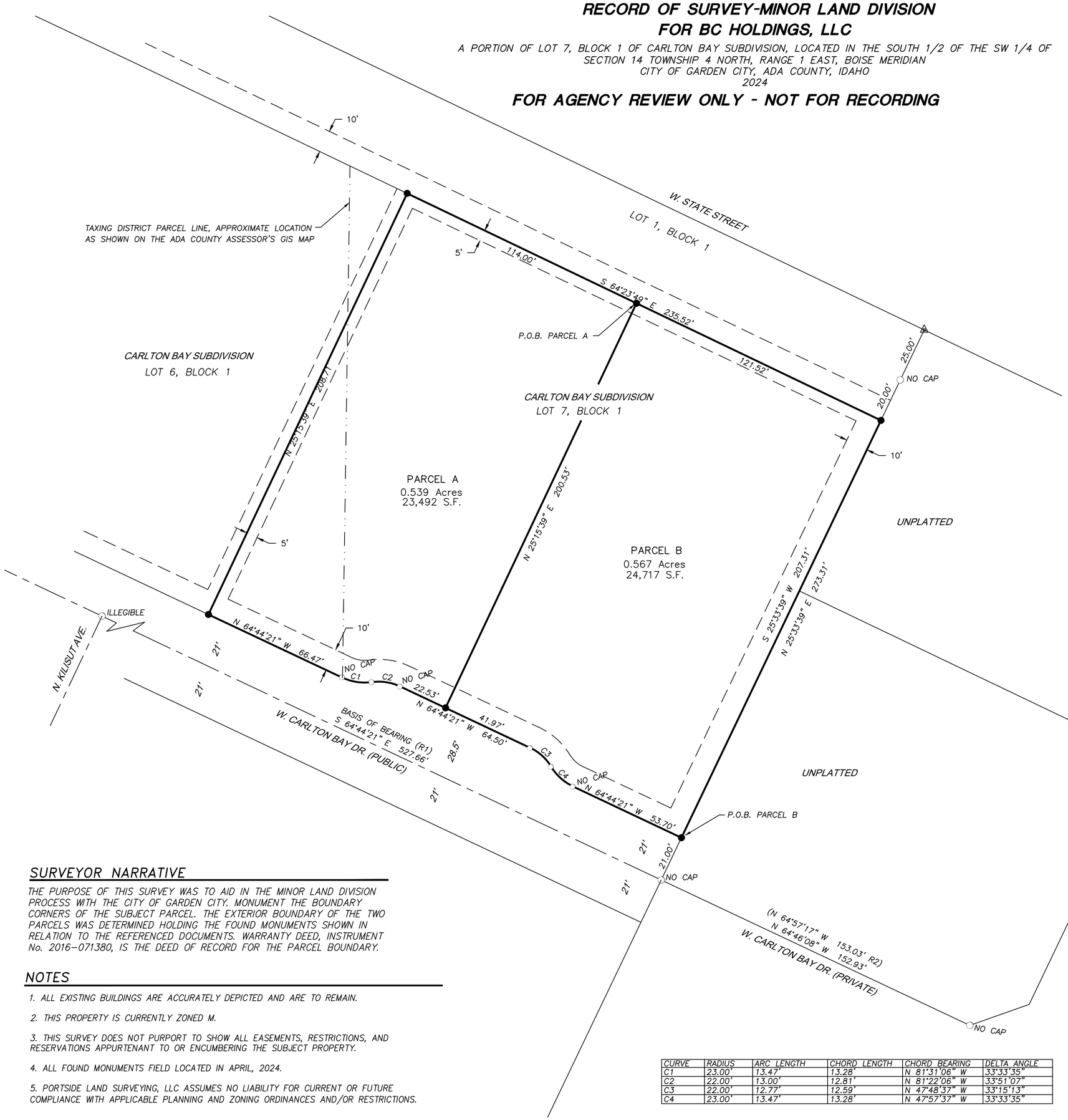
SHEET:
MAP

RECORD OF SURVEY-MINOR LAND DIVISION
FOR BC HOLDINGS, LLC

A PORTION OF LOT 7, BLOCK 1 OF CARLTON BAY SUBDIVISION, LOCATED IN THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 14 TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN
CITY OF GARDEN CITY, ADA COUNTY, IDAHO
2024

FOR AGENCY REVIEW ONLY - NOT FOR RECORDING

RECORD OF SURVEY No. _____



SCALE

30 0 15 30 60

(FEET)
1 inch = 30 ft.

LEGEND

———	BOUNDARY LINE OF SURVEYED PARCELS
— - — - — - —	CENTER LINE
— — — — — —	PLATTED PUBLIC UTILITIES, GARDEN CITY UTILITY, PROPERTY DRAINAGE & IRRIGATION EASEMENT LINE
○	FOUND 5/8" REBAR AS NOTED
○	FOUND 1/2" REBAR PLS 4998, OR AS NOTED
●	SET 5/8" IRON PIN WITH CAP, PLS 12722
◬	CALCULATED POINT
(N 89°45'34" W R1)	DATA OF RECORD WITH REFERENCE NUMBER
P.O.B.	TRUE POINT OF BEGINNING
P.O.C.	TRUE POINT OF BEGINNING

REFERENCES

RECORDS OF ADA COUNTY

(R1) PLAT OF CARLTON BAY SUBDIVISION, BOOK 100, PAGE 12901
(R2) RECORD OF SURVEY No. 10694
(R3) RECORD OF SURVEY No. 13418

SURVEYOR NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO AID IN THE MINOR LAND DIVISION PROCESS WITH THE CITY OF GARDEN CITY. MONUMENT THE BOUNDARY CORNERS OF THE SUBJECT PARCEL. THE EXTERIOR BOUNDARY OF THE TWO PARCELS WAS DETERMINED HOLDING THE FOUND MONUMENTS SHOWN IN RELATION TO THE REFERENCED DOCUMENTS. WARRANTY DEED, INSTRUMENT No. 2016-071380, IS THE DEED OF RECORD FOR THE PARCEL BOUNDARY.

NOTES

1. ALL EXISTING BUILDINGS ARE ACCURATELY DEPICTED AND ARE TO REMAIN.
2. THIS PROPERTY IS CURRENTLY ZONED M.
3. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS APPURTENANT TO OR ENCUMBERING THE SUBJECT PROPERTY.
4. ALL FOUND MONUMENTS FIELD LOCATED IN APRIL, 2024.
5. PORTSIDE LAND SURVEYING, LLC ASSUMES NO LIABILITY FOR CURRENT OR FUTURE COMPLIANCE WITH APPLICABLE PLANNING AND ZONING ORDINANCES AND/OR RESTRICTIONS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	23.00'	13.47'	13.28'	N 81°31'06" W	33°33'35"
C2	22.00'	13.00'	12.81'	N 81°22'06" W	33°51'07"
C3	22.00'	12.77'	12.59'	N 47°48'37" W	33°15'13"
C4	23.00'	13.47'	13.28'	N 47°57'37" W	33°33'35"

PROFESSIONAL LAND SURVEYOR REGISTERED 12722 STATE OF IDAHO JAMES R. PRINCE
5-29-2024

PORTSIDE LAND SURVEYING
3626 W. HILL ROAD, BOISE, ID 83703
PHONE: (208) 484-6666

SHEET 1 OF 2

JOB NO. 24-117

RECORD OF SURVEY-MINOR LAND DIVISION
FOR BC HOLDINGS, LLC

RECORD OF SURVEY No. _____

A PORTION OF LOT 7, BLOCK 1 OF CARLTON BAY SUBDIVISION, LOCATED IN THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 14 TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN
CITY OF GARDEN CITY, ADA COUNTY, IDAHO
2024

FOR AGENCY REVIEW ONLY - NOT FOR RECORDING

SIGNATURE OF OWNER

THE UNDERSIGNED, AS OWNER(S) OF THE REAL PROPERTY SHOWN HEREON, AGREE(S) TO THE NEW PROPERTY LINES WITHIN THE ORIGINAL PARCEL SHOWN HEREON, AND TO CREATE THE NEW PARCELS SHOWN HEREON. ADDITIONALLY, THE OWNER(S) HEREBY DECLARE AND AFFIRM THAT THE BOUNDARY OF THE ORIGINAL PARCEL HAS BEEN ALTERED IN ACCORDANCE WITH GARDEN CITY CODE TO FORM NEW BUILDABLE PARCELS AS SHOWN HEREON. THE OWNER(S) FURTHER DECLARE AND AFFIRM THAT THE ORIGINAL PARCEL IS NO LONGER ELIGIBLE FOR BUILDING PERMITS FROM THE CITY OF GARDEN CITY. AND THE OWNER(S) AGREE(S) THAT THEY SHALL ONLY SEEK BUILDING PERMITS FROM THE CITY OF GARDEN CITY FOR PROJECTS LOCATED WITHIN THE NEW BUILDABLE PARCELS USING ONLY THE LEGAL DESCRIPTIONS FOR THE NEW BUILDABLE PARCELS.

_____
WILLIAM J. LUERS JR., MANAGER, BC HOLDINGS, LLC,
AN IDAHO LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED WILLIAM J. LUERS JR., KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF BS HOLDINGS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC
RESIDING AT: _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF GARDEN CITY DEVELOPMENT SERVICES

THIS SIGNATURE CERTIFIES THE MINOR LAND DIVISION HAS BEEN REVIEWED AND APPROVED BY THE CITY. THE PARCEL CREATED THROUGH THE MINOR LAND DIVISION APPLICATION MLDFY2023-0002 ARE RECOGNIZED AS LEGAL LOTS OF RECORD BY THE CITY.

_____ _____
GARDEN CITY DEVELOPMENT SERVICES DATE

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, AM THE CITY ENGINEER FOR THE CITY OF GARDEN CITY, ADA COUNTY, IDAHO, AND HEREBY APPROVE THIS RECORD OF SURVEY AND THAT IT IS IN CONFORMANCE WITH GARDEN CITY CODE.

_____ _____
GARDEN CITY ENGINEER DATE

CERTIFICATE OF SURVEYOR

I, JAMES R. PRINCE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND THAT IT IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1613.

_____
JAMES R. PRINCE, LS 12722

PROFESSIONAL LAND SURVEYOR REGISTERED 12722 STATE OF IDAHO JAMES R. PRINCE

5-28-2024

CERTIFICATE OF ADA COUNTY RECORDER

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF ADA } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PORTSIDE LAND SURVEYING, LLC. AT _____ MINUTES PAST ____ O'CLOCK __ .M., THIS _____ DAY OF _____, 2024.

_____
EX-OFFICIO RECORDER

_____
DEPUTY

FEE _____

PORTSIDE LAND SURVEYING
3626 W. HILL ROAD, BOISE, ID 83703
PHONE: (208) 484-6666

JOB NO. 24-117

LANDSCAPE NOTES:

1. CONTRACTOR SHALL REPORT TO DESIGN PROFESSIONAL ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
2. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE DESIGN PROFESSIONAL'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CAN NOT BE OBTAINED.
3. COORDINATE ALL WORK WITH ALL OTHER SITE RELATED DEVELOPMENT DRAWINGS.
4. COORDINATE WORK SCHEDULE AND OBSERVATIONS WITH DESIGN PROFESSIONAL PRIOR TO CONSTRUCTION START-UP.
5. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS.
6. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
7. IN THE EVENT OF A PLANT COUNT DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE SCHEDULE QUANTITIES AND CALL OUT SYMBOL NUMBERS.
8. ALL PLANTING BEDS SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF LARGE (2" MINUS) BARK MULCH. SUBMIT SAMPLE FOR APPROVAL.
9. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY THE OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
10. FINISH GRADES SHALL PROVIDE A SMOOTH TRANSITION WITH ADJACENT SURFACES AND ENSURE POSITIVE DRAINAGE IN ACCORDANCE WITH THE SITE GRADING PLAN.
11. AMEND EXISTING APPROVED TOPSOIL AT A RATIO OF THREE CUBIC YARDS OF APPROVED COMPOST PER 1000 SQUARE FEET. ROTO-TILL ORGANIC MATTER A MINIMUM OF 6 INCHES INTO TOPSOIL.
12. FERTILIZE ALL TREES AND SHRUBS WITH 'AGRIFORM' PLANTING TABLETS. QUANTITY PER MANUFACTURER'S RECOMMENDATIONS.
13. ALL PLANTING BEDS SHALL HAVE A MINIMUM 18" DEPTH OF TOPSOIL. LAWN AREAS SHALL HAVE A MINIMUM 12" DEPTH OF TOPSOIL. SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW ADJACENT SURFACES OF PLANTER BED AREAS, 1-1/2" BELOW ADJACENT SURFACES OF TURF SOD AREAS, AND 1" BELOW ADJACENT SURFACES OF TURF SEED AREAS.
14. REUSE EXISTING TOPSOIL STOCKPILED ON THE SITE. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. VERIFY SUITABILITY AND CONDITION OF TOPSOIL AS A GROWING MEDIUM. PERFORM SOIL TEST/ ANALYSIS AND PROVIDE ADDITIONAL AMENDMENT AS DETERMINED BY SOIL TESTS. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND A HAVE A PH OF 5.5 TO 7.0. IF ONSITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTOR IS RESPONSIBLE TO EITHER:
    A) PROVIDE APPROVED IMPORTED TOPSOIL, OR
    B) IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY THE DESIGN PROFESSIONAL.
15. IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, ENSURE IT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
    A) OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THOSE FOUND ON THE PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT A DEPTH OF NOT LESS THAN 4 INCHES.
    B) REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY, TOXICITY, AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE BY THE CONTRACTOR. NO TOPSOIL SHALL BE DELIVERED IN A FROZEN OR MUDDY CONDITION.
    ACIDITY/ALKALINITY RANGE - PH. 5.5 TO 7.0.
16. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
17. TREES SHALL NOT BE PLANTED WITHIN THE 10'-0" CLEAR ZONE OF ALL A.C.H.D. STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. TREES SHALL NOT BE PLANTED WITHIN 5'-0" OF AN A.C.H.D. SIDEWALK.
18. ANY PERENNIAL TREES OR PLANTS THAT WILL EXTEND ROOTS DEEPER THAN 18" SHALL BE PROHIBITED OVER ACHD UNDERGROUND SEEPAGE BEDS, INFILTRATION FACILITIES OR PIPING SYSTEMS.
19. SEEPAGE BEDS AND OTHER STORM DRAINAGE FACILITIES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
20. IN THE EVENT OF A DISCREPANCY, NOTIFY THE DESIGN PROFESSIONAL IMMEDIATELY.

LANDSCAPE AREA PREPARATION NOTES:

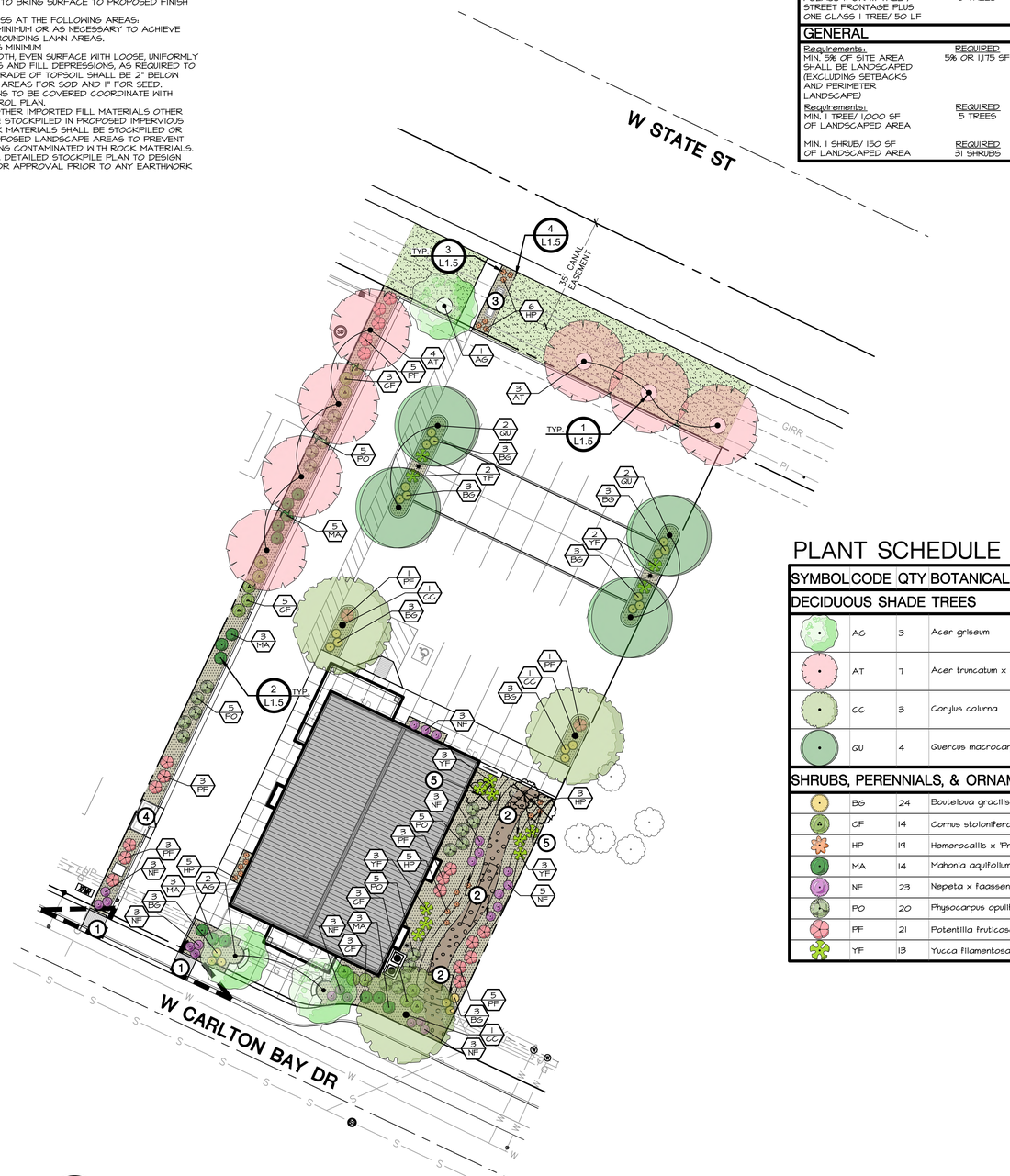
1. LIMIT TURF SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
2. NEWLY GRADED SUBGRADES: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 4 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
    A. SPREAD PLANTING SOIL TO A DEPTH OF 12 INCHES IN TURF AREAS AND 18 INCHES AT SHRUB BED AREAS BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
    B. SPREAD PLANTING SOIL OVER LOOSENED SUBGRADE.
    C. REDUCE ELEVATION OF PLANTING SOIL TO ALLOW FOR SOIL THICKNESS OF SOD OR SEED.
3. UNCHANGED SUBGRADES: IF TURF IS TO BE PLANTED IN AREAS UNALTERED OR UNDISTURBED BY EXCAVATING, GRADING, OR SURFACE-SOIL STRIPPING OPERATIONS, PREPARE SURFACE SOIL AS FOLLOWS:
    A. REMOVE EXISTING GRASS, VEGETATION, AND TURF. DO NOT MIX INTO SURFACE SOIL.
    B. LOOSEN SURFACE SOIL TO A DEPTH OF AT LEAST 6 INCHES. PROVIDE WEED ABATEMENT PROCEDURE. APPLY SOIL AMENDMENTS AND FERTILIZERS ACCORDING TO PLANTING SOIL MIX PROPORTIONS AND MIX THOROUGHLY INTO TOP 6 INCHES OF SOIL. TILL SOIL TO A HOMOGENEOUS MIXTURE OF FINE TEXTURE.
    C. APPLY SOIL AMENDMENTS DIRECTLY TO SURFACE SOIL BEFORE LOOSENING.
    D. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, TRASH, AND OTHER EXTRANEOUS MATTER.
    E. LEGALLY DISPOSE OF WASTE MATERIAL, INCLUDING GRASS, VEGETATION, AND TURF, OFF OWNER'S PROPERTY.
4. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
5. MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
6. BEFORE PLANTING, OBTAIN DESIGN PROFESSIONAL'S ACCEPTANCE OF FINISH GRADING; RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
7. DO NOT SOW IMMEDIATELY FOLLOWING RAIN, OR WHEN GROUND IS TOO DRY. TEMPERATURE SHALL BE BETWEEN 55 F AND 95 F FOR A 24 HOUR PERIOD. WIND SHALL BE LESS THAN 5 MPH.

WEED ABATEMENT NOTES:

1. ALL AREAS TO BE PLANTED OR HYDROSEEDED SHALL HAVE WEED ABATEMENT OPERATIONS PERFORMED ON THEM PRIOR TO PLANTING OR HYDROSEEDING.
2. CONTRACTOR SHALL SPRAY ALL EXPOSED WEEDS WITH @ROUND-UP® (CONTACT HERBICIDE) OR APPROVED EQUAL.
3. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE EXPOSED WEEDS FROM THE SITE.
4. CONTRACTOR SHALL OPERATE THE AUTOMATIC IRRIGATION SYSTEM FOR A PERIOD OF FOURTEEN (14) DAYS. AT CONCLUSION OF THIS WATERING PERIOD, DISCONTINUE WATERING FOR THREE TO FIVE (3-5) DAYS.
5. APPLY SECOND APPLICATION OF @ROUND-UP® TO ALL EXPOSED WEEDS. APPLY IN STRICT CONFORMANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE WEEDS FROM THE SITE.
6. IF ANY EVIDENCE OF WEED GERMINATION EXISTS AFTER TWO (2) APPLICATIONS, CONTRACTOR SHALL BE DIRECTED TO PERFORM A THIRD APPLICATION.
7. AT THE TIME OF PLANTING AND HYDROSEEDING, ALL PLANTING AREAS SHALL BE WEED FREE.

TOPSOIL NOTES

1. TOPSOIL REQUIREMENTS: ASTM D 5268, PH RANGE OF 5.5 TO 7.0, FOUR PERCENT ORGANIC MATERIAL MINIMUM, FREE OF STONES 1/2 INCH OR LARGER IN ANY DIMENSION, AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
2. TOPSOIL SOURCE: STRIP EXISTING TOPSOIL FROM ALL AREAS OF THE SITE TO BE DISTURBED. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, ORGANIC MATTER LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. TOPSOIL SHALL BE SCREENED TO ACHIEVE THIS REQUIREMENT.
3. REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE ARCHITECT'S REPRESENTATIVE BY THE CONTRACTOR. ALL TOPSOIL SHALL BE AMENDED TO ACHIEVE SPECIFIED PH AND ORGANIC REQUIREMENTS. RE-TEST TOPSOIL PRIOR TO FINAL COMPLETION TO ENSURE REQUIREMENTS HAVE BEEN MET. NO TOPSOIL SHALL BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION.
4. PLACE TOPSOIL IN AREAS WHERE REQUIRED TO OBTAIN THICKNESS AS SCHEDULED. PLACE TOPSOIL DURING DRY WEATHER. PROVIDE ADDITIONAL IMPORTED TOPSOIL REQUIRED TO BRING SURFACE TO PROPOSED FINISH GRADE, AS REQUIRED.
5. COMPACTED TOPSOIL THICKNESS AT THE FOLLOWING AREAS:
    A. LAWN AREAS: 12 INCHES MINIMUM OR AS NECESSARY TO ACHIEVE EVEN GRADES WITH SURROUNDING LAWN AREAS.
    B. PLANTER BEDS: 18 INCHES MINIMUM
6. FINE GRADE TOPSOIL TO SMOOTH, EVEN SURFACE WITH LOOSE, UNIFORMLY FINE TEXTURE. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. FINISH GRADE OF TOPSOIL SHALL BE 2" BELOW FINISH GRADE OF PAVEMENTS AREAS FOR SOD AND 1" FOR SEED.
7. TOPSOIL STOCKPILE LOCATIONS TO BE COVERED COORDINATE WITH EROSION AND SEDIMENT CONTROL PLAN.
8. ALL GRAVEL, SUBBASE, AND OTHER IMPORTED FILL MATERIALS OTHER THAN TOPSOIL SHALL ONLY BE STOCKPILED IN PROPOSED IMPERVIOUS AREAS. NO GRAVEL OR ROCK MATERIALS SHALL BE STOCKPILED OR TEMPORARILY PLACED IN PROPOSED LANDSCAPE AREAS TO PREVENT LANDSCAPE AREAS FROM BEING CONTAMINATED WITH ROCK MATERIALS. CONTRACTOR SHALL SUBMIT A DETAILED STOCKPILE PLAN TO DESIGN PROFESSIONAL AND OWNER FOR APPROVAL PRIOR TO ANY EARTHWORK OPERATIONS.



LANDSCAPE PLAN

SCALE: 1"= 20'-0"

LANDSCAPE REQUIREMENTS

PARKING LOT		
Requirements: 1 TREE / 5 PARKING SPACES	REQUIRED 5 TREES	PROVIDED 5 TREES
Requirements: 1 TREE / 15 LF OR AS APPROPRIATE TO SPECIES	REQUIRED 7 TREES OR AS APPROPRIATE TO SPECIES	PROVIDED 4 TREES (1 TREE/25 LF)
W CARLTON BAY DR - 114 LF		
Requirements: 1 CLASS II OR III TREE / STREET FRONTAGE PLUS ONE CLASS 1 TREE/ 50 LF	REQUIRED 3 TREES	PROVIDED 3 TREES
W STATE ST - 114 LF		
Requirements: 1 CLASS II OR III TREE / STREET FRONTAGE PLUS ONE CLASS 1 TREE/ 50 LF	REQUIRED 3 TREES	PROVIDED 3 TREES
GENERAL		
Requirements: MIN. 5% OF SITE AREA SHALL BE LANDSCAPED (EXCLUDING SETBACKS AND PERIMETER LANDSCAPE)	REQUIRED 5% OR 1,175 SF	PROVIDED 10% OR 2,330 SF
Requirements: MIN. 1 TREE/ 1,000 SF OF LANDSCAPED AREA	REQUIRED 5 TREES	PROVIDED 6 TREES
MIN. 1 SHRUB/ 150 SF OF LANDSCAPED AREA	REQUIRED 31 SHRUBS	PROVIDED 45 SHRUBS

LANDSCAPE LEGEND

- SAVE AND PROTECT EXISTING TREES
- EXISTING TREES TO BE REMOVED
- PLANTS TO BE INSTALLED PER DETAILS 1, 2, AND 3/L1.5
- CUT EDGE PER DETAIL 4/L1.5
- PROPERTY LINE
- CLEAR VISION TRIANGLE. NO MATURE VEGETATION OVER 30" ALLOWED WITHIN
- 10 / JB — QUANTITY / PLANT IDENTIFICATION KEY
- 3 / L1.5 — DETAIL NUMBER / SHEET NUMBER
- 3" DEPTH OF 2" MINUS BARK MULCH OVER DEWITT PRO 5 WEED BARRIER FABRIC AND TOPSOIL AS SPECIFIED OR APPROVED EQUAL
- DRYLAND SEED MIX OVER TOPSOIL AS SPECIFIED
- PROPOSED BUILDING
- 4-6" MINUS ANGULAR COBBLE ROCK OVER LANDSCAPE FABRIC AS SPECIFIED

CALLOUT LEGEND

1. CLEAR VISION TRIANGLE. NO MATURE VEGETATION OVER 30" ALLOWED WITHIN
2. STORM WATER RETENTION AREA. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS
3. SITE SIGN. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS
4. TRASH ENCLOSURE. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS
5. EXISTING TREE TO BE REMOVED

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
DECIDUOUS SHADE TREES						
	AG	3	Acer griseum	Paperbark Maple	2" Cal. B&B	30' x 20' W CLASS II
	AT	7	Acer truncatum x platanoides 'Warrenred'	Pacific Sunset Maple	2" Cal. B&B	30' x 25' W CLASS II
	CC	3	Corylus colurna	Turkish Filbert	2" Cal. B&B	50' x 30' W CLASS II
	QU	4	Quercus macrocarpa 'JFS-KMB'	Urban Pinnacle Oak	2" Cal. B&B	55' x 25' W CLASS II
SHRUBS, PERENNIALS, & ORNAMENTAL GRASSES						
	BG	24	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	1 gal.	3' x 3' W
	CF	14	Cornus stolonifera 'Farrow'	Arctic Fire Red Twig Dogwood	2 gal.	4' x 4' W
	HP	19	Hemerocallis x 'Primal Scream'	Primal Scream Daylily	1 gal.	2' x 2' W
	MA	14	Mahonia aquifolium 'Compacta'	Compact Oregon Grape	2 gal.	3' x 4' W
	NF	23	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	2 gal.	2' x 3' W
	PO	20	Physocarpus opulifolius 'Jefam'	First Editions Amber Jubilee Ninebark	2 gal.	5' x 4' W
	PF	21	Potentilla fruticosa 'Red Ace'	Red Ace Bush Cinquefoil	2 gal.	3' x 4' W
	YF	13	Yucca filamentosa 'Color Guard'	Color Guard Adam's Needle	2 gal.	4' x 4' W

GARDEN CITY — SETTLED BY THE RIVER

DESIGN REVIEW APPROVED PLANS

Date: 10/01/2024

These plans have been reviewed for compliance with Garden City Code 8-4 and approved by the Garden City Design Review Committee. This review does not relieve the Owner, Design Professional, or the Contractor of the responsibility to design or construct these facilities in compliance with all current applicable federal, state and local laws, rules, regulations, or ordinances. Applicable permits to proceed with construction are required.

STATE OF IDAHO — JON FRITZ BRECKON — LA-16536 — 8/9/2024 — LICENSED LANDSCAPE ARCHITECT

• Civil Engineering
• Landscape Architecture
• Erosion & Sediment Control
• Entitlement Coordination
• Irrigation Design
• Land Planning

www.breckonlandesign.com
Email: info@breckonland.com
Phone: 208-376-5563
6661 North Glenwood Street
Garden City, Idaho 83714

landesign BRECKON

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811 Know what's below. Call before you dig.
CALL 2 BUSINESS DAYS BEFORE YOU BEGIN YOU DIG, GRADE, OR EXCAVATION FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

REVISIONS		
No.	Date	Description

PROJECT NO.: 24052
DRAWN BY: EB
CHECKED BY: JB
DATE: 8/9/2024

SHEET NUMBER
L1.1

FOOTHILLS FUNCTIONAL MEDICINE
10178 W CARLTON BAY DR
GARDEN CITY, IDAHO
LANDSCAPE PLAN

100% CONSTRUCTION DOCUMENTS

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL AND SUBCONSULTANTS ARE PERFORMED & THE INTEREST OF THE CLIENT NO CONTRACTUAL OBLIGATIONS ARE IMPLIED OR ON THE BEHALF OF ANY CONSULTANTS NOT NAMED IN THE PROJECT.

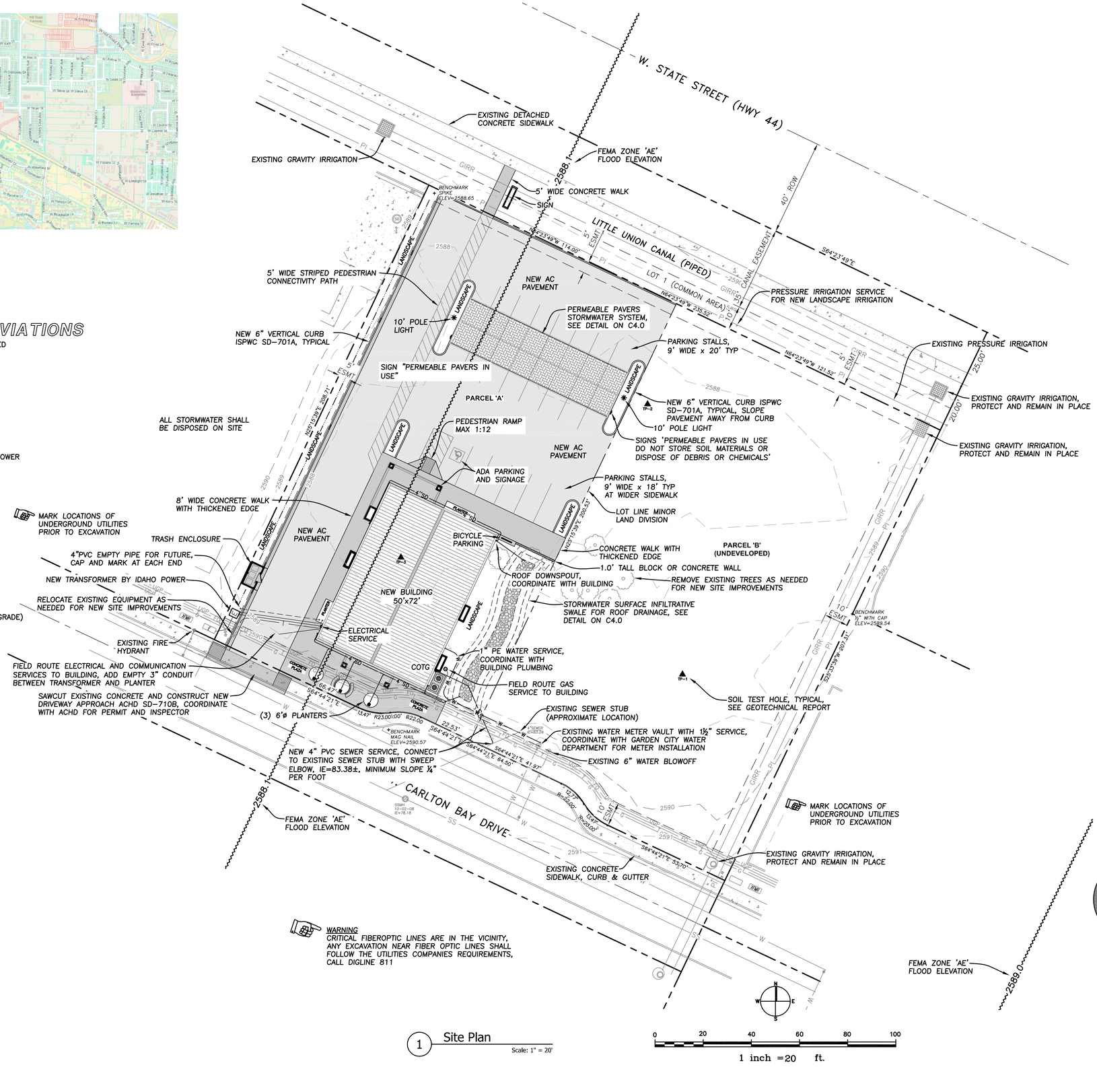
S:_projects\2024\24052 foothills medicine\CAD\sheets\24052 landscape.dwg plotted by: Emelia Brown on Tue, August 20, 2024 at 08:20 AM

VICINITY MAP



LEGEND AND ABBREVIATIONS

- EXISTING CONDITION SCREENED
- WORK IN CONTRACT (U.N.O.)
- PROPERTY LINE
- BUILDING FOOTPRINT
- 2702 EXISTING GRADE CONTOUR
- 2702 FINISHED GRADE CONTOUR
- OHE OVERHEAD ELECTRICAL
- UGP UNDERGROUND ELECTRICAL POWER
- T TELEPHONE
- G UNDERGROUND GAS
- SS SANITARY SEWER
- SD STORM DRAIN
- W WATER
- FS FIRE SERVICE
- GIRR GRAVITY IRRIGATION
- PI PRESSURE IRRIGATION
- FENCE
- 2633.27fg SPOT ELEVATION (@ FINISH GRADE)
- FIRE HYDRANT
- CLEAN OUT TO GRADE
- W WATER METER
- G GAS METER
- BURIED VALVE
- TP–1 SOIL TEST HOLE
- AC ASPHALT PAVEMENT
- ff FINISH FLOOR ELEVATION
- fg FINISH GRADE ELEVATION
- ta TOP OF ASPHALT
- eg EXISTING GRADE ELEVATION
- GB GRADE BREAK
- tc TOP OF CONCRETE



1 Site Plan
Scale: 1" = 20'

WARNING
CRITICAL FIBEROPTIC LINES ARE IN THE VICINITY, ANY EXCAVATION NEAR FIBER OPTIC LINES SHALL FOLLOW THE UTILITIES COMPANIES REQUIREMENTS, CALL DIGLINE 811

NOTES

1. EXISTING SITE CONDITIONS ARE FROM TOPOGRAPHIC SURVEY BY PORTSIDE LAND SURVEYING APRIL 2024.
2. LOCATION OF EXISTING SITE IMPROVEMENTS AND UNDERGROUND UTILITIES ARE SHOWN AS APPROXIMATE LOCATION ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE STARTING WORK. UNDERGROUND UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO EXCAVATION. THERE ARE CRITICAL GAS MAINS AND CRITICAL FIBEROPTIC LINES IN THE AREA. CALL DIGLINE 811.
3. UTILITIES COMPANIES SHALL BE NOTIFIED PRIOR TO ANY EXCAVATION WITHIN 5' FROM FIBEROPTIC LINES.
4. SEE GARDEN CITY STANDARD NOTES AND DETAILS.
5. SITE WORK SHALL CONFORM TO THE CURRENT EDITION OF IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) AND GARDEN CITY STANDARD CONSTRUCTION SPECIFICATIONS, OSHA AND ALL OTHER APPLICABLE LOCAL, STATE AND NATIONAL REQUIREMENTS.
6. WORK SUBJECT TO APPROVAL BY THE DESIGN ENGINEER, ACHD, GARDEN CITY OR OTHER AGENCY MUST BE APPROVED PRIOR TO BACKFILLING TRENCHES FOR PIPE, PLACING OF AGGREGATE BASE, PLACING OF CONCRETE AND PLACING OF ASPHALT PAVING.
7. CONTRACTOR SHALL HAVE A GARDEN CITY APPROVED SET OF PLANS AT THE WORKSITE DURING CONSTRUCTION.
8. PROPOSED FIELD CHANGES MUST BE APPROVED BY GARDEN CITY AND THE ENGINEER PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE RECORD DRAWING INFORMATION TO THE DESIGN ENGINEER OF ANY FIELD MODIFICATIONS NOT SHOWN ON THE APPROVED PLANS.
10. NON POTABLE PIPELINES, SUCH AS SEWER, STORMDRAIN AND IRRIGATION, SHALL BE LOCATED AT LEAST 10 FEET FROM WATER PIPELINES. STORMWATER INFILTRATION BASINS SHALL BE LOCATED AT LEAST 25 FEET FROM WATER PIPELINES.
11. PROTECT EXISTING AND NEW DRAIN INLETS AND STORMWATER FACILITIES FROM SEDIMENT DURING CONSTRUCTION, USE FIBER WATTLES OR INSERT SUCH AS SILT SACK.
12. CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES AND PUBLIC RIGHT OF WAY FROM DAMAGE DURING CONSTRUCTION.
13. PAINT PARKING STALLS AND HANDICAP MARKINGS PER ADA AND MUTCD STANDARDS.
14. SEE ARCHITECTURAL SITE PLAN, LANDSCAPING PLAN AND ELECTRICAL DESIGN FOR ADDITIONAL SITE INFORMATION.

PARCEL INFORMATION

10178 W. CARLTON BAY DRIVE
GARDEN CITY, IDAHO 83714
PARCEL NO. R1292650120
LOT 7, BLOCK 1 CARLTON BAY SUBDIVISION
ROS _____ PARCEL A 0.539 ACRES
SECTION 14, TOWNSHIP 4N, RANGE 1E
GPS 43.67993 –116.30886

PARKING SUMMARY

NO. OF STALLS PROVIDED	22 STD + 1 HC
BICYCLE PARKING PROVIDED	4 SPACES

CALL 2 WORKING DAYS BEFORE YOU DIG! DIGLINE 342-1585 OR 811

PROFESSIONAL ENGINEER REGISTERED 8036 STATE OF IDAHO CARL A. GEIGER

10/16/24 – 9:12 am

Focus Engineering
Civil-Geotechnical-Environmental-Structural
1455 Tyrell Lane, Suite 210, Boise, Idaho 83706
(208) 395-1979 focusboise@gmail.com

PROJECT NO: 24778
DATE: 10–16–24
DESIGN BY: CAG
REVISION:

Foothills Functional Medicine
10178 W. Carlton Bay Drive
Garden City, Idaho

SITE PLAN

C1.0

NOTES

1. EXISTING SITE CONDITIONS ARE FROM TOPOGRAPHIC SURVEY BY PORTSIDE LAND SURVEYING APRIL 2024.

2. LOCATION OF EXISTING SITE IMPROVEMENTS AND UNDERGROUND UTILITIES ARE SHOWN AS APPROXIMATE LOCATION ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE STARTING WORK. UNDERGROUND UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO EXCAVATION. THERE ARE CRITICAL GAS MAINS AND CRITICAL FIBEROPTIC LINES IN THE AREA. CALL DIGLINE 811.

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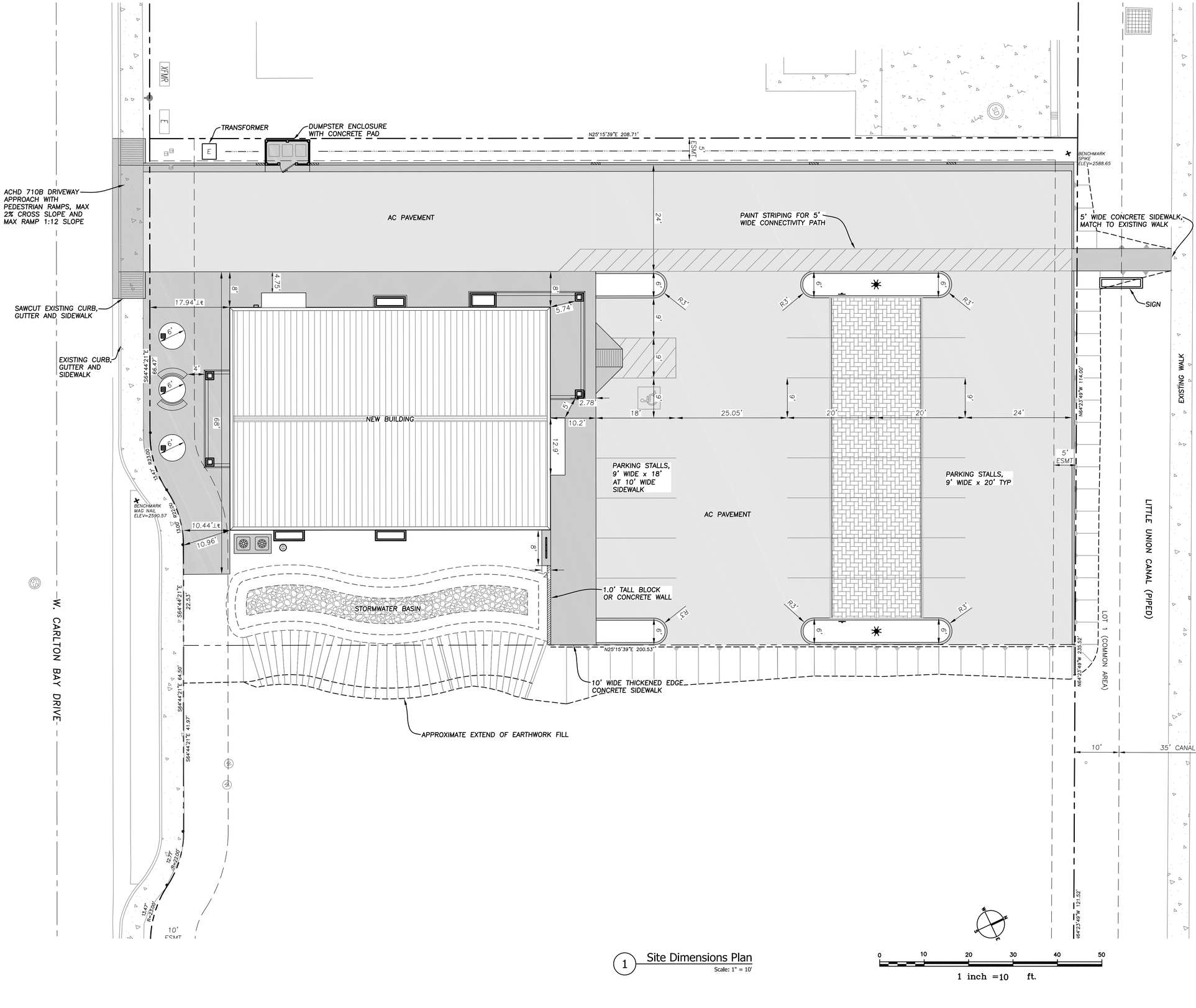
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14. SEE ARCHITECTURAL SITE PLAN, LANDSCAPING PLAN AND ELECTRICAL DESIGN FOR ADDITIONAL SITE INFORMATION.



1 Site Dimensions Plan
Scale: 1" = 10'

0 10 20 30 40 50
1 inch =10 ft.

CALL 2 WORKING DAYS BEFORE YOU DIG! DIGLINE 342-1585 OR 811

PROFESSIONAL ENGINEER REGISTERED 8036 STATE OF IDAHO CARL A. GEIGER

Focus Engineering
Civil-Geotechnical-Environmental-Structural
1455 Tamarack Forest Road Idaho 83705
(208) 395-1979 focusboise@gmail.com

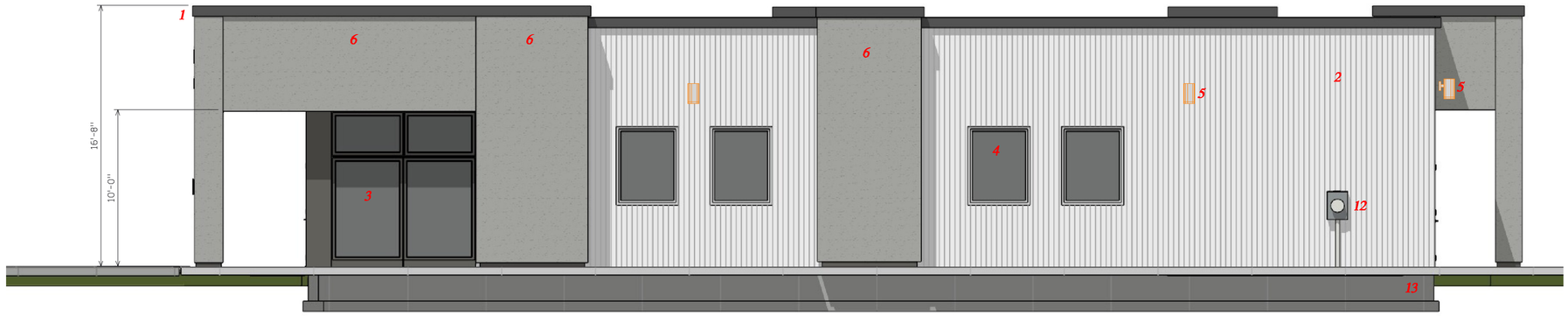
PROJECT NO: 24778
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DESIGN BY: CAG
REVISION:

Foothills Functional Medicine
10178 W. Carlton Bay Drive
Garden City, Idaho

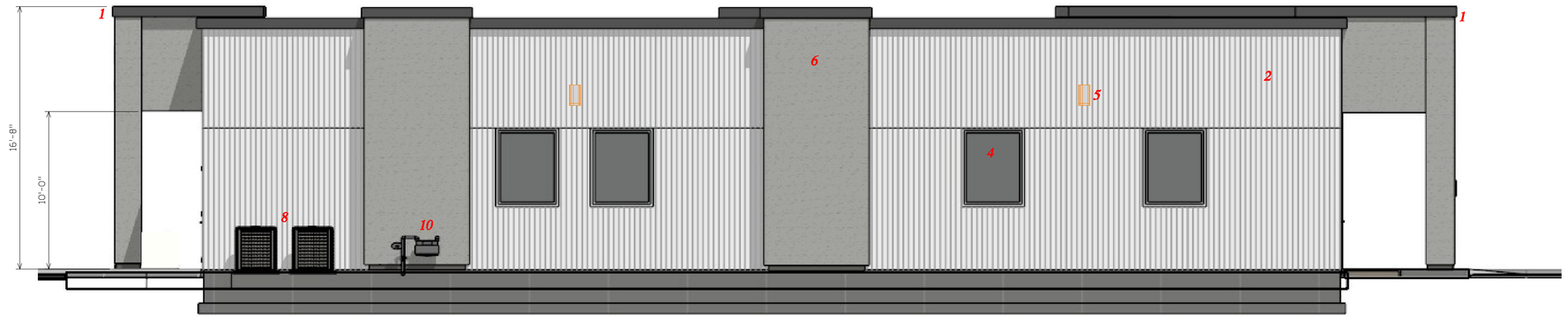
SITE DIMENSIONS PLAN

10/16/24 - 9:15 am

C2.0



EAST ELEVATION 1/4"=1'-0"



WEST ELEVATION 1/4"=1'-0"



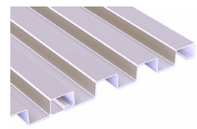
SOUTH ELEVATION (carlton bay view) 1/4"=1'-0"



NORTH ELEVATION (state street view) 1/4"=1'-0"

EXTERIOR MATERIALS

1	PREFINISHED METAL CAP FLASHING 26 GAUGE. THE PREFINISHED COLOR "CHARCOAL GRAY."
2	PREFINISHED METAL WALL PANELS: 24 GAUGE BOXED RIB PANELS. THE PREFINISHED COLOR "SLATE GRAY."
3	STOREFRONT SYSTEM: COMMERCIAL GRADE DARK BRONZE FINISH DARK BRONZE ALUMINUM FOR DOOR AND WINDOW FRAMING. SMOKE GRAY LOW-E INSULATED 1" GLASS WITH THERMAL BREAK.
4	EXTERIOR WINDOWS: COMMERCIAL GRADE VINYL 4.5" FRAMES. WINDOWS ARE FIXED LITE, INSULATED, WITH SMOKE GRAY GLASS. ALL WINDOWS ARE 48" WIDE X 60" HIGH. FRAMES ARE LIGHT GRAY
5	WALL MOUNTED LIGHT FIXTURES - HORIZONTAL CUT-OFF. SEE ELECTRICAL PLANS FOR FIXTURE SPECIFICATIONS.
6	STUCCO (2) COAT SYSTEM: 3/4" CEMENT PLASTER APPLIED OVER STUCCO-WRAP OVER PLYWOOD WALL SHEATHING. INSTALL PER MANUFACTURER'S SPECS AND DETAILS. STUCCO HAS SAND FINISH AND INTEGRAL "DARK GRAY" COLOR.
7	EXTERNAL ILLUMINATED SIGN LETTERS 48" LED LIGHT BARS UP-LIGHT - SEE ELECTRICAL PLANS.
8	A/C CONDENSERS ON CONCRETE PAD. SCREENED BY LANDSCAPING.-
9	NOT USED
10	GAS METER - SCREENED BY LANDSCAPING - SEE LANDSCAPING PLAN
11	PARKING AREA LIGHTING - DARK SKY COMPLIANT SEE ELECTRICAL SITE PLAN.
12	ELEC METER - SCREENED BY LANDSCAPING - SEE LANDSCAPING PLAN
13	FOOTING/FOUNDATIONS BELOW GRADE - SCREENED BY DIRT
14	ACCESSIBLE PARKING SPACE SIGN - WALL MOUNTED HIGHT TO BOTTOM IS 60"
15	NOT USED



BOXED RIB
METAL WALL PANELS

DESIGN REVIEW
DSRFY2024-0010

BUILDING PERMIT APPLICATION

DALE BINNING
ARCHITECT
208-383-0209
3535 NORTH VERDANT PLACE • STAR, IDAHO • 83669

10/18/24

Foothills Functional Medicine
10178 CARLTON BAY DRIVE • GARDEN CITY, IDAHO • 83714

BASERRI, LLC
PO Box 2429
Eagle, ID 83616
Greg T. Burkhart
President
gregmbaserri@gmail.com
208.761.6772

DATE:
OCT 15, 2024

SHEET:
A-1A

C:\PROJECTS\FOOTHILLS Functional Medicine\SHT-A1A.pcd – 10/21/2024 – 08:24 AM – Scale 1 : 48



WALL TYPES

- EXTERIOR ENGINEERED METAL BUILDING WALLS WITH METAL WALL PANELS ON EXTERIOR SIDE WITH 8' HIGH GALVANIZED METAL PANELS APPLIED VERTICALLY ON THE INTERIOR SIDE.
- INTERIOR 2X4 STUD WALLS (NON-BEARING) UNLESS NOTED 5/8" DRYWALL BOTH SIDES 20 GA STEEL STUDS @ 16" OC
- EXTERIOR 2X6 STUD WALLS (VERTICAL WALL ELEMENTS) 19/32" OSB SHEATHING ON OUTSIDE FACE AND TOP 20 GA STEEL STUDS @ 16" OC 3/4" CEMENT PLASTER (STUCCO) SAND FINISH

Floor Plan

1/4"=1'-0"

BUILDING PERMIT APPLICATION

DALE BINNING ARCHITECT
208-383-0209
3535 NORTH VERDANT PLACE • STAR, IDAHO • 83669

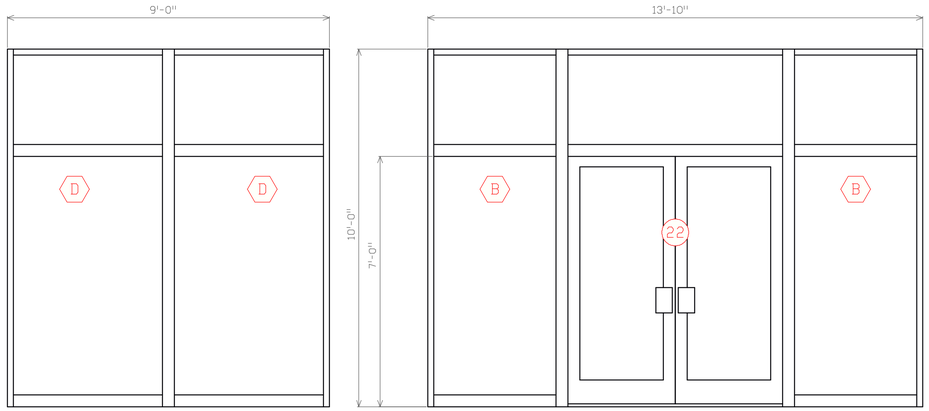
REGISTERED PROFESSIONAL ENGINEER DALE BINNING IDAHO 9/18/24

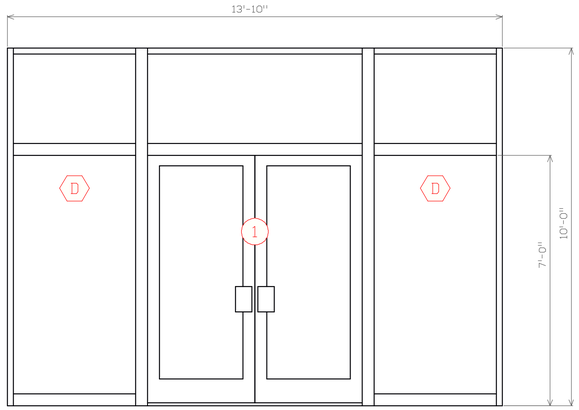
Foothills Functional Medicine
10178 CARLTON BAY DRIVE • GARDEN CITY, IDAHO • 83714

BASERRI, LLC
PO Box 2252
Eagle, ID 83616
Greg T. Burkhart
President
greg@baserrillc.com
208.371.2272

DATE:
OCT 18, 2024

SHEET:
A-2A





Interior Finishes:

WAITING AREA:
FLOOR: LAMINATE WOOD GRAIN FLOORING - VERIFY COLOR & PATTERN - 4" VINYL COVE BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
FURRED EXTERIOR WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 2X4 SUSPENDED ACOUSTICAL CEILING @ 10'-0" - MINERAL TILE - WHITE FINISH.

RECEPTION:
FLOOR: LAMINATE WOOD GRAIN FLOORING - VERIFY COLOR & PATTERN - 4" VINYL COVE BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
FURRED EXTERIOR WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 2X4 SUSPENDED ACOUSTICAL CEILING @ 9'-0" - MINERAL TILE - WHITE FINISH.

LAB:
FLOOR: LAMINATE WOOD GRAIN FLOORING - VERIFY COLOR & PATTERN - 4" VINYL COVE BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 2X4 SUSPENDED ACOUSTICAL CEILING @ 9'-0" - MINERAL TILE - WHITE FINISH.

TEAM ROOM:
FLOOR: LAMINATE WOOD GRAIN FLOORING - VERIFY COLOR & PATTERN - 4" VINYL COVE BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 2X4 SUSPENDED ACOUSTICAL CEILING @ 9'-0" - MINERAL TILE - WHITE FINISH.

PATIENT RESTROOMS:
FLOOR: LAMINATE WOOD GRAIN FLOORING, 4" PAINTED WOOD BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 5/8" DRYWALL WITH TEXTURED FINISH @ 8'-0".

STAFF RESTROOMS:
FLOOR: LAMINATE WOOD GRAIN FLOORING, 4" PAINTED WOOD BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 5/8" DRYWALL WITH TEXTURED FINISH @ 8'-0".

EXAM ROOMS / PROCEDURE ROOM:
FLOOR: CARPET, COMMERCIAL GRADE, 28 OZ DIRECT GLUE DOWN, 4" PAINTED WOOD BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
FURRED EXTERIOR WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 5/8" DRYWALL WITH TEXTURED FINISH @ 9'-0".

OFFICE 1 / OFFICE 2:
FLOOR: CARPET, COMMERCIAL GRADE, 28 OZ DIRECT GLUE DOWN, 4" VINYL COVE BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
FURRED EXTERIOR WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 2X4 SUSPENDED ACOUSTICAL CEILING @ 9'-0" - MINERAL TILE - WHITE FINISH.

MECH/ELEC ROOM:
FLOOR: LAMINATE WOOD GRAIN FLOORING - VERIFY COLOR & PATTERN - 4" VINYL COVE BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 2X4 SUSPENDED ACOUSTICAL CEILING @ 9'-0" - MINERAL TILE - WHITE FINISH.

HALLWAYS:
FLOOR: LAMINATE WOOD GRAIN FLOORING - VERIFY COLOR & PATTERN - 4" VINYL COVE BASE.
STUD WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
FURRED EXTERIOR WALLS: 5/8" DRYWALL, TEXTURE, & PAINT
CEILING: 2X4 SUSPENDED ACOUSTICAL CEILING @ 9'-0" - MINERAL TILE - WHITE FINISH.

Window Types:

A — 4'-0" X 5'-0" ALUMINUM FRAME WINDOWS, 1" CLEAR LOW-E GLASS.
SINGLE FIXED LIGHT.
COMMERCIAL STOREFRONT FRAMING SYSTEM. SEE EXTERIOR ELEVATIONS.
DARK BRONZE FINISH ALUMINUM, INCLUDE THERMAL BREAK, INSULATED GLASS.

B — 4'-0" X 4'-0" ALUMINUM FRAME WINDOWS, 1" CLEAR LOW-E GLASS.
SINGLE FIXED LIGHT.
COMMERCIAL STOREFRONT FRAMING SYSTEM. SEE EXTERIOR ELEVATIONS.
DARK BRONZE FINISH ALUMINUM, INCLUDE THERMAL BREAK, INSULATED GLASS.

C — 6'-0" X 2'-8" ALUMINUM FRAME WINDOWS, 1" CLEAR LOW-E GLASS.
SINGLE FIXED LIGHT.
COMMERCIAL STOREFRONT FRAMING SYSTEM. SEE EXTERIOR ELEVATIONS.
DARK BRONZE FINISH ALUMINUM, INCLUDE THERMAL BREAK, INSULATED GLASS.

Door Schedule:

1, 2, 3, 4, 5, 6 — PAIR 3070 ALUMINUM ENTRY DOORS, FULL GLASS, ALUMINUM FRAMING.
DARK BRONZE FINISH.
3 PAIR BALL BEARING BUTTS.
COMMERCIAL GRADE 6-PIN CYLINDER LOCK.
ALUMINUM PUSH/PULL HANDLES.
ALUMUNIM THRESHOLD WITH MAXIMUM HEIGHT OF 1/2".
DOOR BOTTOM SWEEPS WITH VINYL INSERT.
WEATHERSTRIPPING APPLIED AROUND DOOR FRAME.
SURFACE MOUNTED DOOR CLOSERS WITH HOLD OPEN ARM.
FLUSH BOLT LOCKS TOP & BOTTOM IN INACTIVE LEAF

7, 8 — 3070 1 3/4" SC BIRCH FLUSH PANEL DOOR-STAINED, WOOD FRAME-PAINTED
1 1/2 PAIR BUTTS
COMMERCIAL GRADE PASSAGE LOCKSET WITH LEVER HANDLES.
WALL MOUNTED DOOR STOP - DOOR SILENCERS

9, 10 — 3070 FRAMED OPENING - WOOD FRAME-PAINTED.

11, 12 — 3070 FRAMED OPENING - WOOD FRAME-PAINTED.

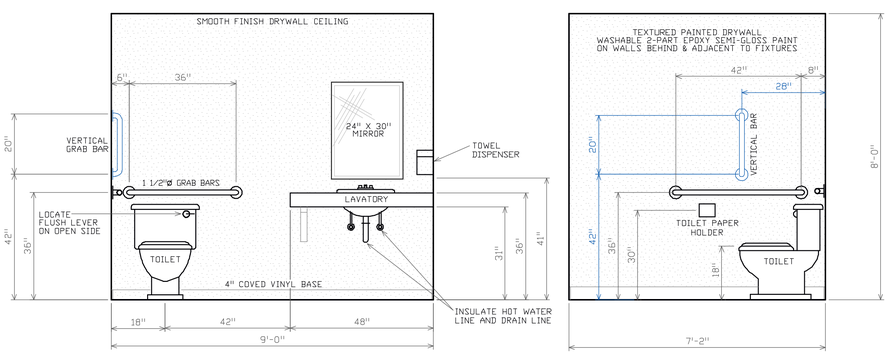
13 — 3070 1 3/4" SC BIRCH FLUSH PANEL DOOR-STAINED, WOOD FRAME-PAINTED
1 1/2 PAIR BUTTS
COMMERCIAL GRADE PASSAGE LOCKSET WITH LEVER HANDLES.
WALL MOUNTED DOOR STOP - DOOR SILENCERS

14, 15 — 3070 1 3/4" SC BIRCH FLUSH PANEL DOOR-STAINED, WOOD FRAME-PAINTED
1 1/2 PAIR BUTTS
COMMERCIAL GRADE PRIVACY LOCKSET WITH LEVER HANDLES.
ENGRAVED SIGN "STAFF RESTROOM" ON OUTSIDE.
FLOOR MOUNTED DOOR STOP - DOOR SILENCERS

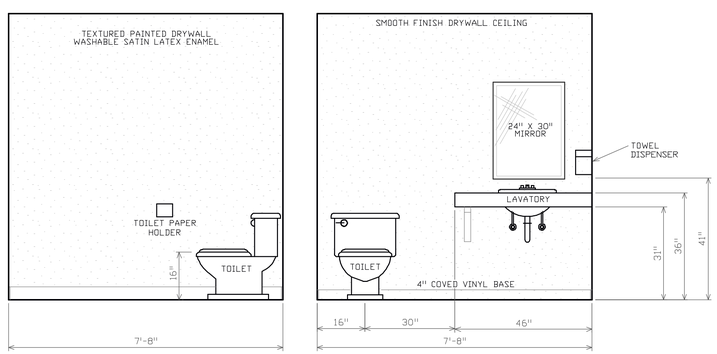
16, 17, 18, 19, 20, 21 — 3070 1 3/4" SC BIRCH FLUSH PANEL DOOR-STAINED, WOOD FRAME-PAINTED
1 1/2 PAIR BUTTS
COMMERCIAL GRADE PASSAGE LOCKSET WITH LEVER HANDLES.
WALL MOUNTED DOOR STOP - DOOR SILENCERS

22 — PAIR 3070 ALUMINUM ENTRY DOORS, FULL GLASS, ALUMINUM FRAMING.
DARK BRONZE FINISH.
3 PAIR BALL BEARING BUTTS.
COMMERCIAL GRADE 6-PIN CYLINDER LOCK.
ALUMINUM PUSH/PULL HANDLES.
ALUMUNIM THRESHOLD WITH MAXIMUM HEIGHT OF 1/2".
DOOR BOTTOM SWEEPS WITH VINYL INSERT.
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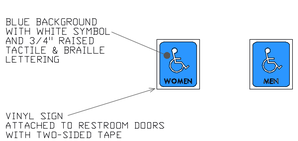
23, 24 — SPECIMEN PASS THRU TRAY - DUAL SIDED - DUAL DOORS
MANUFATURED BY VIVACOMFORT - STAINLESS STEEL.



Patient Restrooms (accessible) 1/2"



Staff Restrooms (private) 1/2"



Restroom Door Sign 1 1/2"

DALE BINNING ARCHITECT
208-383-0209
3535 NORTH VERDANT PLACE • STAR, IDAHO • 83669

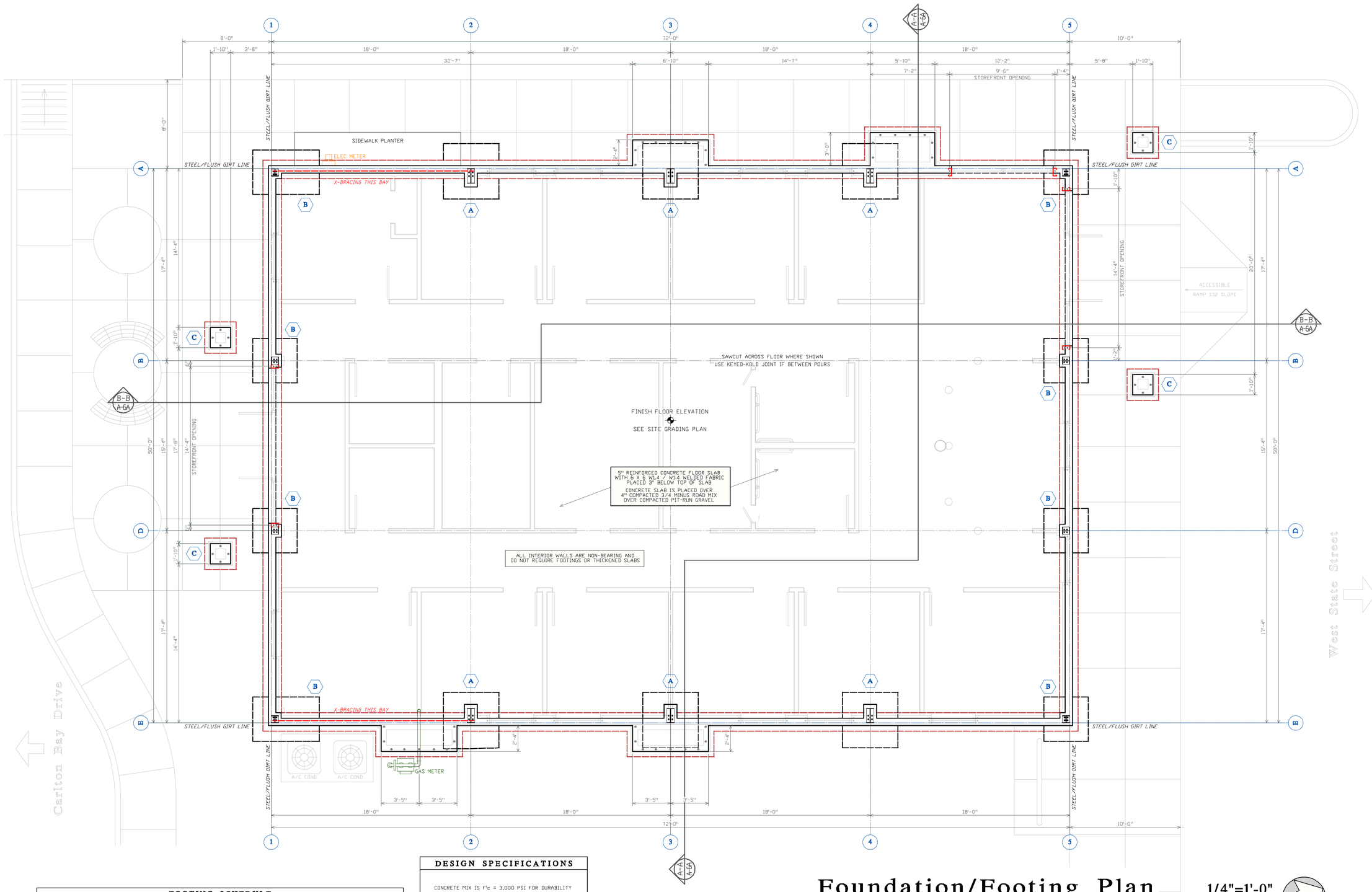
9/18/24

Foothills Functional Medicine
10178 CARLTON BAY DRIVE • GARDEN CITY, IDAHO • 83714

BASERRI, LLC
PO Box 2252
Eagle, ID 83616
Greg T. Burkhart
President
greg@baserrillc.com
208.794.1572

DATE:
SEP 18, 2024

SHEET:
A-3A



FOOTING SCHEDULE			
FOOTING MARK	SIZE	REINFORCING	REMARKS
A	5'-0" SQUARE x 12" THICK PAD FOOTING	(5) #6 EACH WAY	BUILDING FRAME FOOTINGS
B	4'-0" SQUARE x 12" THICK PAD FOOTING	(4) #6 EACH WAY	END WALL & CORNER FOOTINGS
C	2'-10" SQUARE x 12" PAD FOOTING	(3) #5 EACH WAY	1'-10" SQUARE REINFORCED PEDESTAL

DESIGN SPECIFICATIONS

CONCRETE MIX IS F'c = 3,000 PSI FOR DURABILITY

CONCRETE DESIGN IS BASED ON F'c = 2,500 PSI
SPECIAL INSPECTION IS NOT REQUIRED

REINFORCING STEEL TO BE ASTM A-615 GRADE 60

ANCHOR BOLTS TO BE ASTM GRADE A-307
STRESS INCREASES REQUIRING
SPECIAL INSPECTION ARE NOT UTILIZED

FOOTING DESIGN IS BASED ON AN
ALLOWABLE SOIL BEARING PRESSURE = 3,000 PSF

COMPACTION NOTES

COMPACTION MUST BE 95% OF
MAXIMUM DENSITY UNDER FOOTINGS

COMPACTION MUST BE 90% OF
MAXIMUM DENSITY UNDER SLABS & SIDEWALKS

Foundation/Footing Plan

1/4"=1'-0"

DALE BINNING
ARCHITECT
208-383-0209
3535 NORTH VERDANT PLACE • STAR, IDAHO • 83669

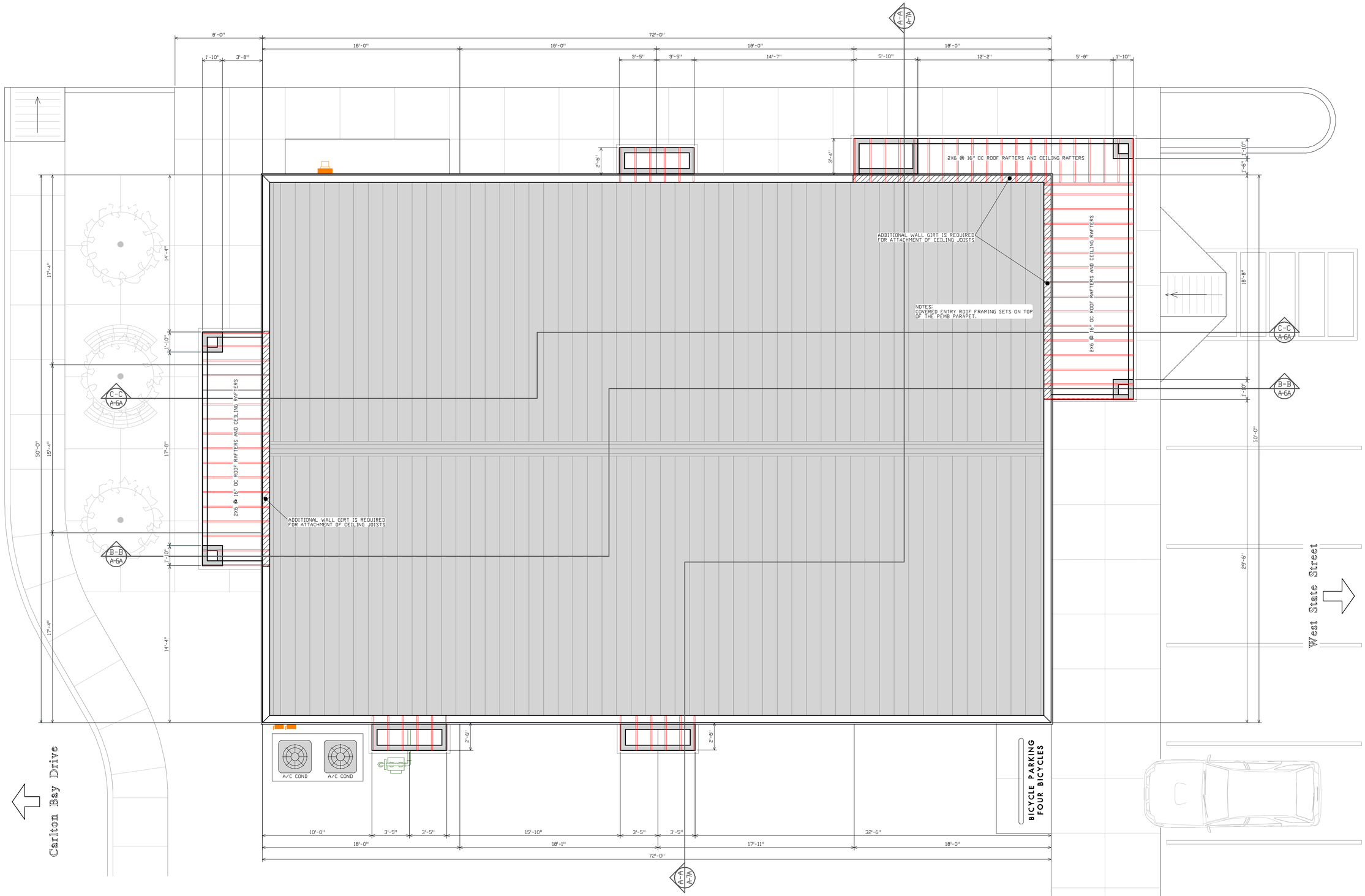
10/18/24

Foothills Functional Medicine
10178 CARLTON BAY DRIVE • GARDEN CITY, IDAHO • 83714

BASERRI, LLC
PO Box 2552
Eagle, ID 83616
Greg T. Burkhart
President
greg@baserrillc.com
208.391.1272

DATE:
OCT 18, 2024

SHEET:
A-4A



Covered Entry Framing

1/4"=1'-0"

See NUCOR Plans for Engineered Metal Building

BUILDING PERMIT APPLICATION

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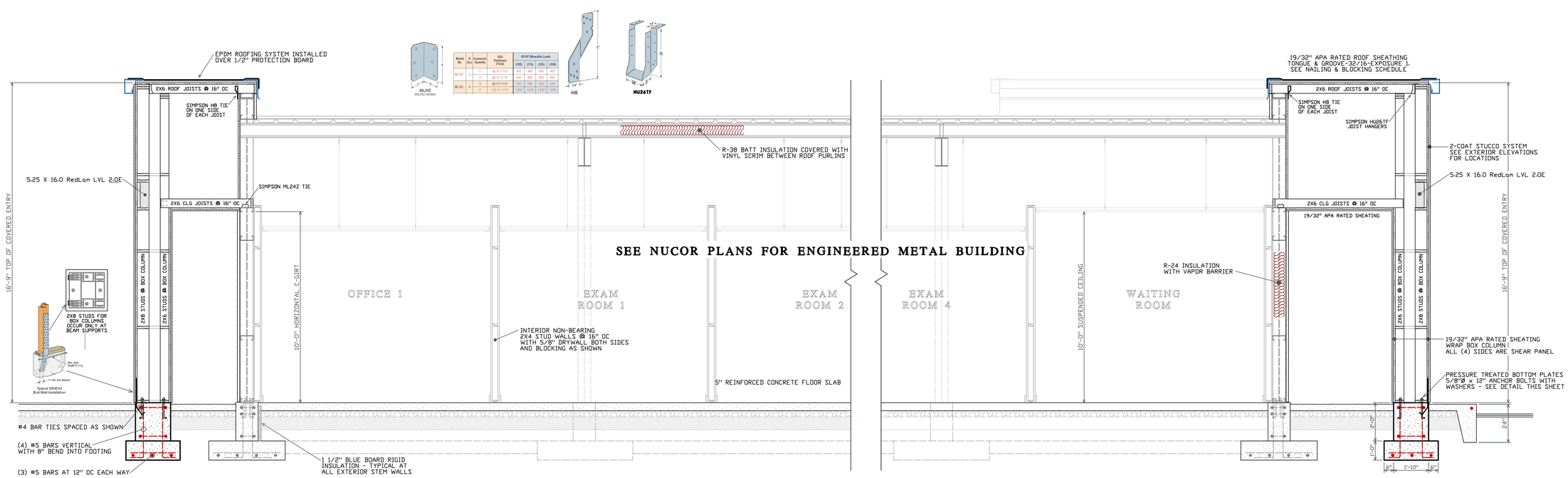
10/18/24

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Eagle, ID 83616

DATE:
OCT 18, 2024

SHEET:
A-5A



B-B Building Section

3/8"=1'-0"

Roof Sheathing Nailing & Blocking Schedule:

NAILING (OR EQUIVALENT STAPES):

8d SINKER NAILS AT 5" OC AT OSB SHEATHING EDGES SUPPORTED BY ROOF JOISTS.

8d SINKER NAILS AT 5" OC AT OSB SHEATHING EDGES SUPPORTED BY BLOCKING.

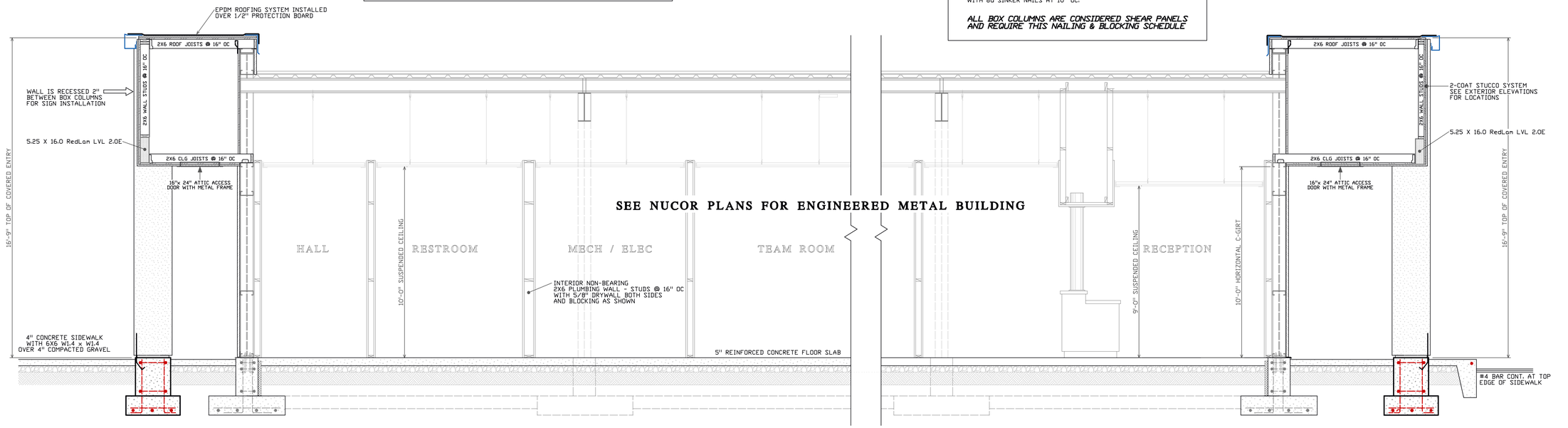
8d SINKER NAILS AT 10" OC IN FIELD FOR OSB SHEATHING SUPPORTED BY ROOF JOISTS.

Nailing & Blocking for Wall Sheathing:

NAILING (OR EQUIVALENT STAPES):

1. INSTALL 4X8 OSB WALL SHEATHING WITH 8' EDGES HORIZONTAL.
2. ALL HORIZONTAL EDGES ARE EDGE BLOCKED.
3. ALL OSB SHEATHING EDGES ARE NAILED INTO STUDS AND BLOCKING WITH 8d SINKER NAILS AT 5" OC.
4. ALL NAILING IN FIELD ACROSS PLYWOOD SHEATHING IS INTO STUDS WITH 8d SINKER NAILS AT 10" OC.

ALL BOX COLUMNS ARE CONSIDERED SHEAR PANELS AND REQUIRE THIS NAILING & BLOCKING SCHEDULE



C-C Building Section

3/8"=1'-0"

BUILDING PERMIT APPLICATION

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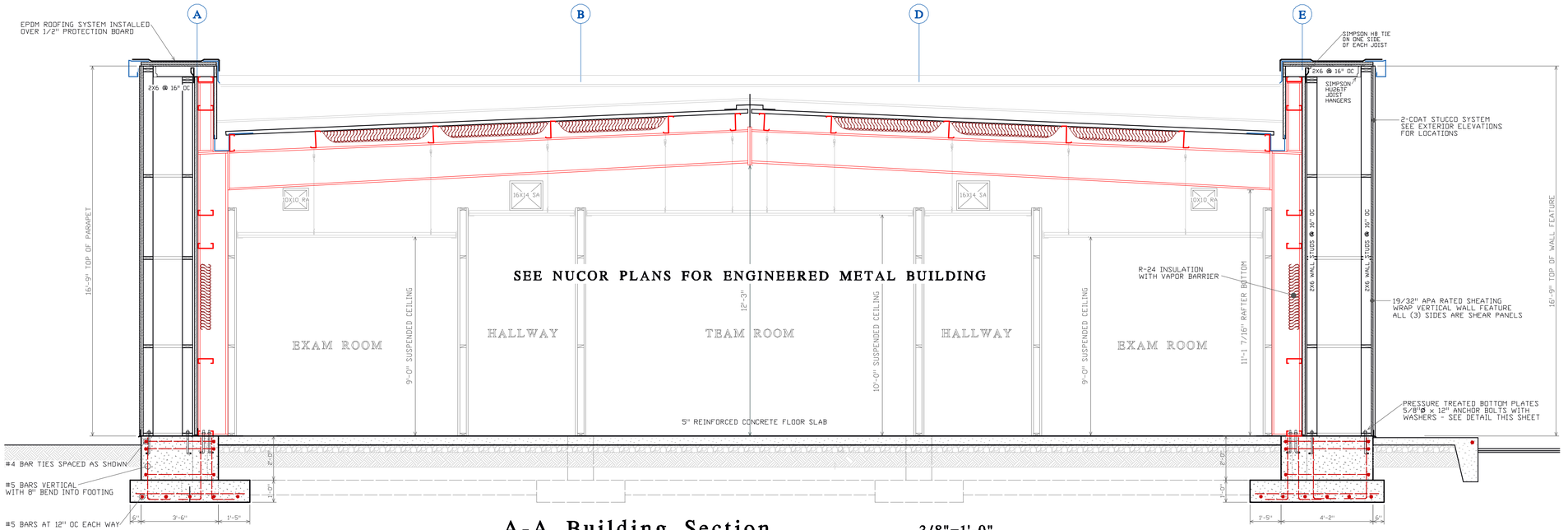
Foothills Functional Medicine

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2083913273

DATE:
OCT 18, 2024

SHEET:
A-6A



A-A Building Section

3/8"=1'-0"

COMcheck Software Version 4.1.5.1

Envelope Compliance Certificate

Project Information

Energy Code:	90.1-2010 Standard
Project Title:	FOOTHILLS FUNCTIONAL MEDICINE
Location:	Garden City, Idaho
Climate Zone:	5b
Project Type:	New Construction
Vertical Glazing / Wall Area:	16%

Construction Site:
10178 Carlton Bay Drive
Garden City, ID 83714

Owner/Agent:
FOOTHILLS FUNCTIONAL MEDICINE

Designer/Contractor:
Dale Binning
Architect
3535 N Verdant Place
Star, ID 83669

Building Area	Floor Area
1-whole building (Office) : Nonresidential	3600

Envelope Assemblies

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Proposed U-Factor	Budget U-Factor(a)
Roof 1: Metal Building, Screw Down, Single Insulation Layer without Thermal Blocks, [Bldg. Use 1 - whole building]	290	38.0	0.0	0.098	0.055
Exterior Wall 1: Metal Building Wall, Single Layer Mineral Fiber (compressed or gap), [Bldg. Use 1 - whole building]	3304	25.0	0.0	0.084	0.069
Window 1: Metal Frame with Thermal Break, Perf. Specs.: Product ID STOREFRONT, SHGC 0.68, [Bldg. Use 1 - whole building] (b)	108	---	---	0.300	0.550
Window 2: Metal Frame with Thermal Break, Perf. Specs.: Product ID STOREFRONT, SHGC 0.68, [Bldg. Use 1 - whole building] (b)	98	---	---	0.300	0.550
Window 3: Metal Frame with Thermal Break, Perf. Specs.: Product ID STOREFRONT, SHGC 0.68, [Bldg. Use 1 - whole building] (b)	94	---	---	0.300	0.550
Window 4: Metal Frame with Thermal Break, Perf. Specs.: Product ID EXTERIOR WINDOWS, SHGC 0.68, [Bldg. Use 1 - whole building] (b)	240	---	---	0.300	0.550
Door 1: Glass (> 50% glazing) Metal Frame, Entrance Door, Perf. Specs.: Product ID ENTRY DOORS, SHGC 0.68, [Bldg. Use 1 - whole building] (b)	42	---	---	0.310	0.800
Door 2: Glass (> 50% glazing) Metal Frame, Entrance Door, Perf. Specs.: Product ID ENTRY DOORS, SHGC 0.68, [Bldg. Use 1 - whole building] (b)	42	---	---	0.310	0.800

(a) Budget U-factors are used for software baseline calculations ONLY, and are not code requirements.
(b) Fenestration product performance must be certified in accordance with NFRC and requires supporting documentation.

Project Notes

Envelope PASSES: Design 5% better than code

Envelope Compliance Statement

Compliance Statement: The proposed envelope design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed envelope systems have been designed to meet the 90.1-2010 Standard requirements in COMcheck Version 4.1.5.1 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

DALE BINNING ARCHITECT — Dale Binning — October 18, 2024
Name - Title — Signature — Date

3,600 SF Engineered Metal Building

COMcheck Software Version 4.1.5.1

Inspection Checklist

Energy Code: 90.1 (2010) Standard

Requirements: 4.0% were addressed directly in the COMcheck software

Text in the "Comments/Assumptions" column is provided by the user in the COMcheck Requirements screen. For each requirement, the user certifies that a code requirement will be met and how that is documented, or that an exception is being claimed. Where compliance is itemized in a separate table, a reference to that table is provided.

Section # & Req.ID	Plan Review	Complies?	Comments/Assumptions
4.2.2.4 1.1.1.5.7 (PR1)[1]	Plans and/or specifications provide all information with which compliance can be determined for the building envelope and document where exceptions to the standard are claimed.	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
4.2.2.8.4 1.1.8.4.1 2.8.7 (PR6)[1]	Plans, specifications, and/or calculations provide all information with which compliance can be determined for the electrical systems and equipment and document where exceptions are claimed. Feeder connectors sized in accordance with approved plans and branch circuits sized for maximum drop of 3%.	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	

Additional Comments/Assumptions:

Section # & Req.ID	Footing / Foundation Inspection	Plans Verified Value	Field Verified Value	Complies?	Comments/Assumptions
5.5.3.1 (FO1)[1]	Below-grade wall insulation R-value.	R-____	R-____	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.5.3.5 (FO3)[1]	Slab-edge insulation R-value.	R-____ ☐Unheated ☐Heated	R-____ ☐Unheated ☐Heated	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.5.3.5 (FO5)[1]	Slab-edge insulation depth/length.	____ ft	____ ft	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.8.1.7.3 (FO7)[1]	Insulation in contact with the ground has <=0.3% water absorption rate per ASTM C272.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	

Additional Comments/Assumptions:

Section # & Req.ID	Framing / Rough-in Inspection	Plans Verified Value	Field Verified Value	Complies?	Comments/Assumptions
5.4.3.2 (FR1)[1]	Factory-built fenestration and doors are labeled as meeting air leakage requirements.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.4.3.4 (FR4)[1]	Vestibules are installed where building entrances separate conditioned space from the exterior and meet applicable envelope requirements. Doors have self-closing devices, and are >=7 ft apart.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.5.4.3a (FR8)[1]	Vertical fenestration U-Factor.	U-____	U-____	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.5.4.3b (FR9)[1]	Skylight fenestration U-Factor.	U-____	U-____	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.5.4.4.1 (FR10)[1]	Vertical fenestration SHGC value.	SHGC-____	SHGC-____	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.5.4.4.2 (FR11)[1]	Skylight SHGC value.	SHGC-____	SHGC-____	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.8.2.1 (FR12)[1]	Fenestration products rated in accordance with NFRC			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.8.2.2 (FR13)[1]	Fenestration products are labeled or certificates to perform labels or certificates provided			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.8.2.3.5 (FR14)[1]	U-factor of tubular doors installed in building thermal envelope meets requirements.	U-____ ☐Swinging ☐Nonswinging	U-____ ☐Swinging ☐Nonswinging	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.4.3.1 (FR15)[1]	Continuous air barrier is wrapped, sealed, caulked, gasketed, and/or taped in an approved manner; except in semiheated spaces and in climate zones 1-2.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	

Additional Comments/Assumptions:

Section # & Req.ID	Insulation Inspection	Plans Verified Value	Field Verified Value	Complies?	Comments/Assumptions
5.4.3.1 (IN1)[1]	All sources of air leakage in the building thermal envelope are sealed, caulked, gasketed, weatherstripped or wrapped with moisture vapor-permeable wrapping material to minimize air leakage.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.5.3.1 (IN2)[1]	Roof R-value. For some ceiling systems, verification may need to occur during Framing Inspection.	R-____ ☐Above deck ☐Metal ☐Attic	R-____ ☐Above deck ☐Metal ☐Attic	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.8.1.2.5 & 5.8.1.3 (IN3)[1]	Roof insulation installed per manufacturer's instructions. Blown or poured loose-fill insulation is installed only where the ceiling slope is <= 3:12.			☐Complies ☐Does Not ☐Not Applicable ☐Not Observable	
5.5.3.2 (IN6)[1]	Above-grade wall insulation R-value.	R-____ ☐Mass ☐Metal ☐Steel ☐Wood	R-____ ☐Mass ☐Metal ☐Steel ☐Wood	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.8.1.2 (IN7)[1]	Above-grade wall insulation installed per manufacturer's instructions.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.5.3.4 (IN8)[1]	Floor insulation R-value.	R-____ ☐Mass ☐Steel ☐Wood	R-____ ☐Mass ☐Steel ☐Wood	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	See the Envelope Assemblies table for values.
5.8.1.1 (IN10)[1]	Building envelope insulation is installed per the manufacturer's instructions certificate providing R-value and other relevant data.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.8.1.4 (IN11)[1]	Eaves are baffled to deflect air to above the insulation.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.8.1.5 (IN12)[1]	Insulation is installed in accordance with the plane of the inside surface separating conditioned space from unconditioned space.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.8.1.6 (IN13)[1]	Recessed equipment installed in building envelope assemblies does not compress the adjacent insulation.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	

Section # & Req.ID	Insulation Inspection	Plans Verified Value	Field Verified Value	Complies?	Comments/Assumptions
5.8.1.7.1 (IN14)[1]	Exterior insulation is protected from damage with a protective board. Exposed below-grade foundation insulation may need to occur during Foundation inspection.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.8.1.7.3 (IN15)[1]	Attics and mechanical rooms have insulation protected where adjacent to attic or equipment access.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.8.1.7.2 (IN16)[1]	Foundation vents do not interfere with insulation.			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	
5.8.1.8 (IN17)[1]	Insulation intended to meet the requirements cannot be installed on top of a suspended ceiling. Mark this requirement compliant if insulation is installed accordingly			☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	

Additional Comments/Assumptions:

Section # & Req.ID	Rough-in Electrical Inspection	Complies?	Comments/Assumptions
4.4.2 (EL1)[2]	At least 50% of all 125 volt 15- and 20-Amp receptacles are controlled by an automatic control device.	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	**Exception:** Requirement does not apply.

Additional Comments/Assumptions:

Section # & Req.ID	Final Inspection	Complies?	Comments/Assumptions
5.4.3.3 (FI1)[1]	Weatherseals installed on all loading dock cargo doors in Climate Zones 4-8.	☐Complies ☐Does Not ☐Not Observable ☐Not Applicable	

Additional Comments/Assumptions:

BUILDING PERMIT APPLICATION

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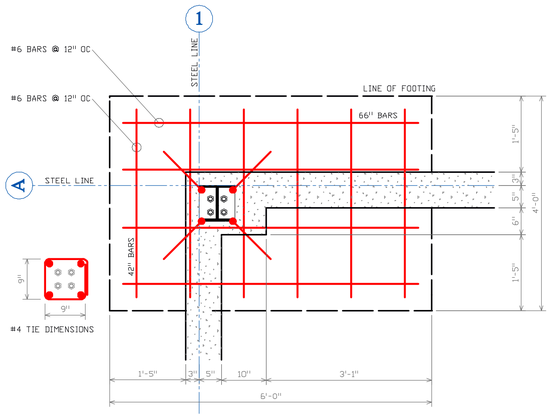
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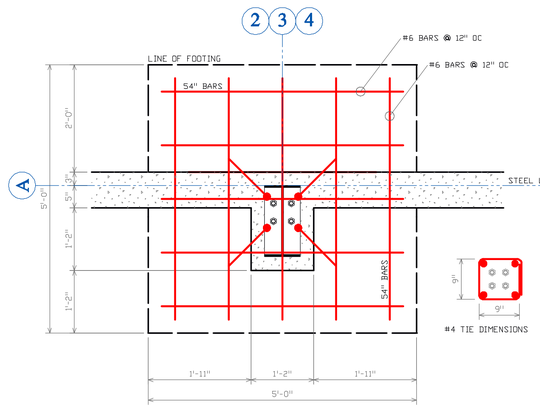
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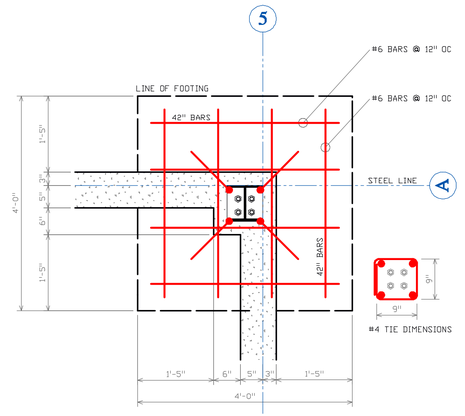
End Wall Footing (Braced Corner) 3/4"=1'-0"

B



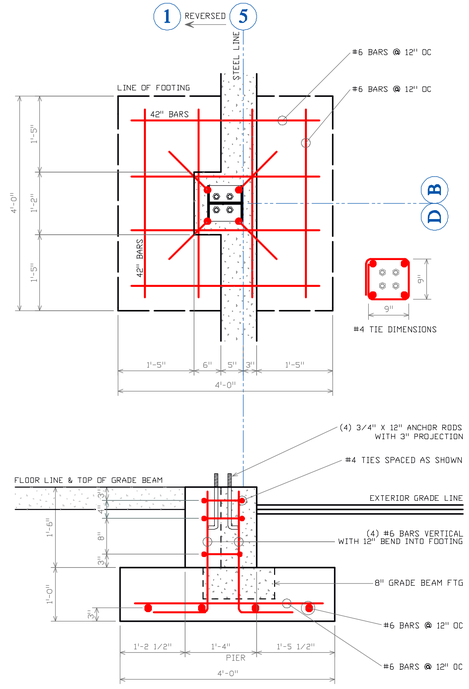
Side Wall Footings 3/4"=1'-0"

A



End Wall Footing (Corner) 3/4"=1'-0"

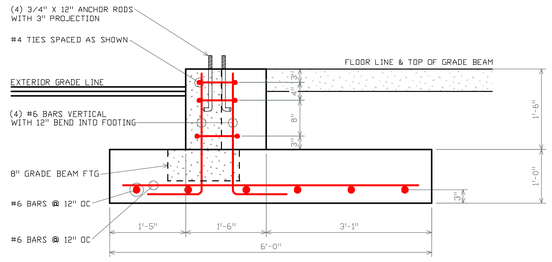
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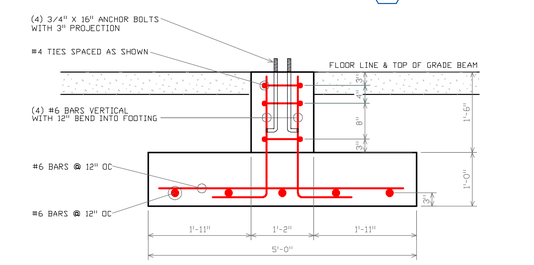


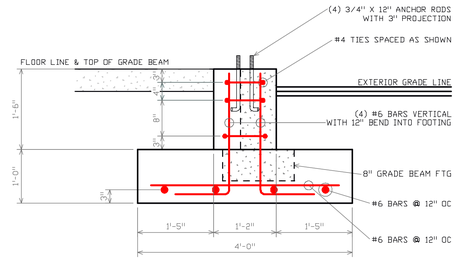
End Wall Footings 3/4"=1'-0"

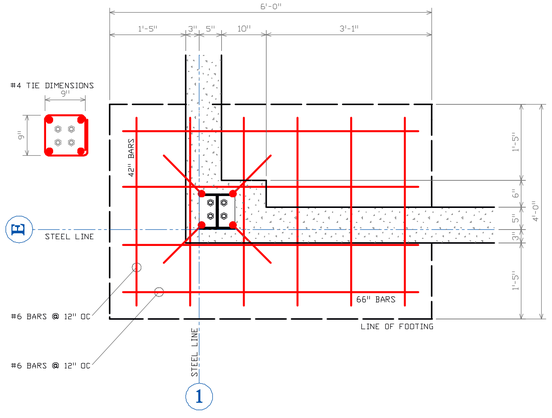
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X FOOTING LETTERS MATCH NUCOR BASE PLATE DETAILS



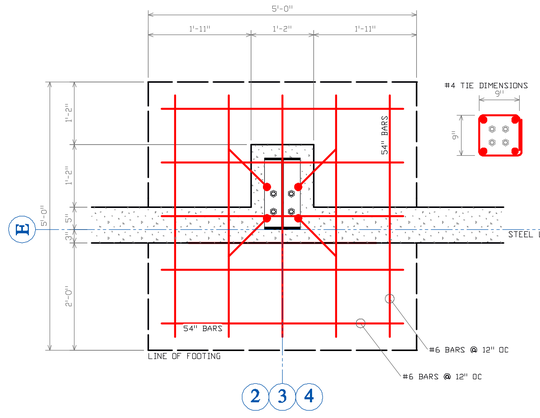






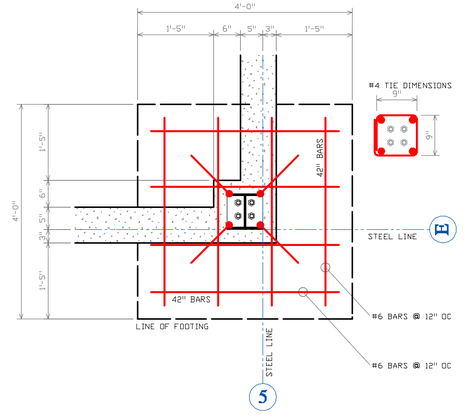
End Wall Footing (Braced Corner) 3/4"=1'-0"

B



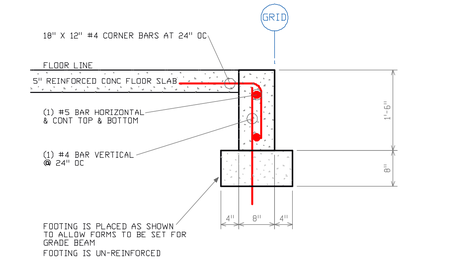
Side Wall Footings 3/4"=1'-0"

A

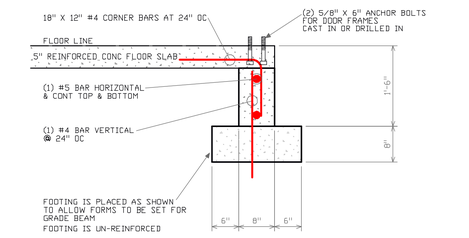


End Wall Footing (Corner) 3/4"=1'-0"

B



Grade Beam @ Walls 3/4"=1'-0"



Grade Beam @ Door Openings

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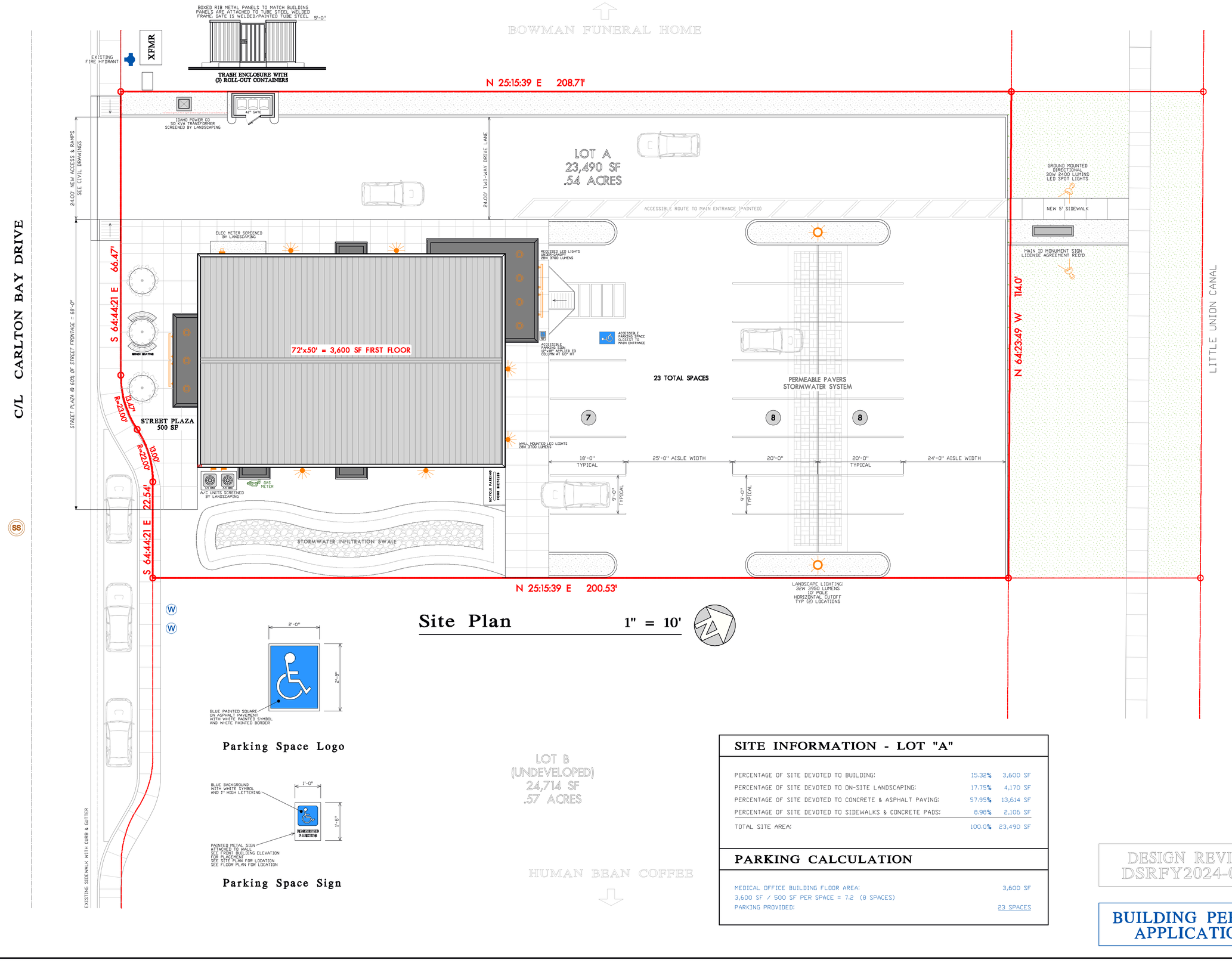
Foothills Functional Medicine
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2083915272

DATE:
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SHEET:
A-8A

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Site Plan 1" = 10'

Parking Space Logo

Parking Space Sign

LOT B
(UNDEVELOPED)
24,714 SF
.57 ACRES

HUMAN BEAN COFFEE

SITE INFORMATION - LOT "A"

PERCENTAGE OF SITE DEVOTED TO BUILDING:	15.32%	3,600 SF
PERCENTAGE OF SITE DEVOTED TO ON-SITE LANDSCAPING:	17.75%	4,170 SF
PERCENTAGE OF SITE DEVOTED TO CONCRETE & ASPHALT PAVING:	57.95%	13,614 SF
PERCENTAGE OF SITE DEVOTED TO SIDEWALKS & CONCRETE PADS:	8.98%	2,106 SF
TOTAL SITE AREA:	100.0%	23,490 SF

PARKING CALCULATION

MEDICAL OFFICE BUILDING FLOOR AREA:	3,600 SF
3,600 SF / 500 SF PER SPACE = 7.2 (8 SPACES)	
PARKING PROVIDED:	23 SPACES

DESIGN REVIEW
DSRFY2024-0010

BUILDING PERMIT APPLICATION

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Eagle, ID 83616

DATE:
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FOOTHILLS FUNCTIONAL MEDICINE

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ADOPTED CODES

Building

- 2018 International Building Code (IBC)
- 2018 International Residential Code (IRC) (parts I, II, III, and IX), with Idaho amendments collectively named in the Idaho Residential Code 2020 Edition
- 2018 International Energy Conservation Code, with Idaho amendments collectively named in the Idaho Energy Conservation Code 2020 Edition
- 2018 International Existing Building Code

IDAPA , Idaho administrative rules containing the amendments to the above codes

Fire

- 2018 International Fire Code (IFC)

Electrical

- 2017 NEC, including amendments

Mechanical

- 2018 International Mechanical Code (IMC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 International Residential Code Parts V & VI

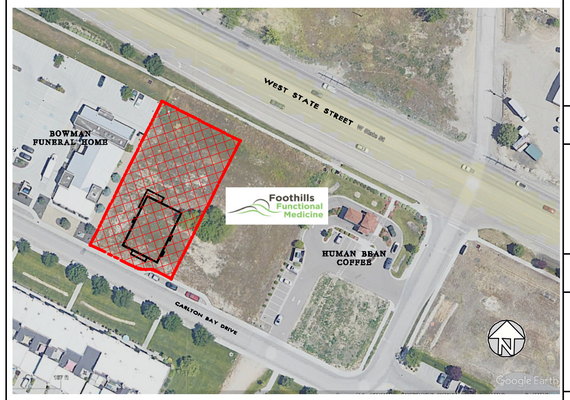
Plumbing

- 2017 Idaho State Plumbing Code (ISPC)

Elevator

- ANSI/ASME A17.1 2010, Safety Code for Elevators and Escalators
- ANSI/ASME A17.2 2007 Guide for Inspection of Elevators, Escalators, & Moving Walks.
- ANSI/ASME A17.3 2008 Safety Code for Existing Elevators and Escalators.
- ANSI/ASME A17.4 1999 Guide for Emergency Personnel.
- ANSI/ASME A17.5 2004 Elevator and Escalator Electrical Equipment.
- ANSI/ASME A17.6 2010 Standard for Elevator Suspension, and Governor Systems.
- ANSI/ASME A17.7 2007 Performance-based Safety Code for Elevators and Escalators.
- ANSI/ASME A18.1 2008 Safety Standards for Platform Lifts and Chairlifts.
- ASME QE-1 2010 Standard for the Qualification of Elevator Inspectors.
- IDAPA 07.04.02 – Safety Rules for Elevators, Escalators, and Moving Walks, Idaho administrative rules amend the above codes see page 2 (marked page 16)

VICINITY MAP



PROJECT MANAGEMENT

BASERRI, LLC
Greg T. Burkhart
President
greg@baserrillc.com
208.791.8273
PO Box 2262
Eagle, ID 83616

BUILDING ERECTOR

Taylored Construction, LLC
208.989.0880

ENGINEERED METAL BUILDING

NUCOR BUILDING SYSTEMS
A DIVISION OF NUCOR CORPORATION

MECHANICAL ENGINEERING

VALUE ENGINEERING INC.
119 E Calderwood Street #101, Meridian, Idaho 83642

ELECTRICAL ENGINEERING

AMP ENGINEERING
PO Box 226, Kuna, Idaho, 83634

DRAWING LIST

SITE PLAN / ARCHITECTURAL PLANS

T-1A	COVER SHEET / DRAWING LIST / PROJECT DATA
S-1A	SITE PLAN
A-1A	EXTERIOR ELEVATIONS
A-2A	FLOOR PLAN
A-3A	DOOR / WINDOW / FINISH SCHEDULES
A-4A	FOUNDATION PLAN
A-5A	COVERED ENTRY ROOF FRAMING PLAN
A-6A	BUILDING SECTIONS / WALL SECTIONS / DETAILS
A-7A	BUILDING SECTIONS / WALL SECTIONS / COM-CHECK
A-8A	FOOTING DETAILS / REINFORCING

CIVIL PLANS

C1.0	SITE PLAN
C2.0	SITE DIMENSIONS PLAN
C3.0	GRADING PLAN
C3.1	SITE CROSS SECTIONS
C4.0	FLOOD PLAIN DEVELOPMENT
C5.0	SITE LIGHTING PLAN
C6.0	SITE DETAILS
C7.0	GARDEN CITY STANDARDS
ESC1.0	EROSION CONTROL SITE PLAN

LANDSCAPE PLANS

L1.1	LANDSCAPE PLAN / COVER SHEET
L1.5	LANDSCAPE DETAILS
L2.1	IRRIGATION PLAN
L2.5	IRRIGATION DETAILS

MECHANICAL PLANS (HVAC)

M0.0	MECHANICAL COVER SHEET
M0.1	MECHANICAL SPECIFICATIONS
M1.1	MECHANICAL FLOOR PLAN

PLUMBING PLANS

P0.0	PLUMBING COVER SHEET
P0.1	PLUMBING SPECIFICATIONS
P1.1	PLUMBING WASTE & VENT PLAN FLOOR PLAN
P1.2	PLUMBING DOMESTIC WATER FLOOR PLAN

ELECTRICAL PLANS

E000	ELECTRICAL COVER SHEET
E100	ELECTRICAL SITE PLAN
E200	LIGHTING PLAN
E201	MECHANICAL POWER PLAN
E202	POWER PLAN
E203	SPECIAL SYSTEMS PLAN - AREA 'A'
E300	ONE LINE DIAGRAM
E301	ELECTRICAL SCHEDULES
E302	ELECTRICAL SCHEDULES
E400	ELECTRICAL SPECIFICATIONS
E401	ELECTRICAL SPECIFICATIONS
E402	ELECTRICAL SPECIFICATIONS

ENGINEERED BUILDING PLANS (NUCOR)

C1 of 1 ANCHOR BOLT PLAN
F1 of 2 STRUCTURAL NOTES / DESIGN CRITERIA & LOADS
F2 of 2 ANCHOR ROD DETAILS

LEGAL DESCRIPTION / ZONING

BLOCK 1, LOT 1, CARLTON BAY SUBDIVISION LOCATED IN THE
SW 1/4, SECTION 14,T.4N, R.1E, BM, GARDEN CITY, ADA COUNTY, IDAHO (ADA COUNTY PARCEL R1292650120)

ZONING CLASSIFICATION; M-MIXED USE ZONING DISTRICT

BUILDING CODE DATA

TYPE OF CONSTRUCTION; III-B (PRE-ENGINEERED METAL BUILDING)
FIRE ALARM SYSTEM, SMOKE CONTROL SYSTEM, NOT REQIURED.
AUTOMATIC FIRE SPRINKLER SYSTEM IS REQUIRED.

OCCUPANCY CLASSIFICATION;
OCCUPANCY CLASSIFICATION; GROUP B - MEDICAL OFFICES

ALLOWABLE FLOOR AREAS;
GROUP B - MEDICAL OFFICES; 9,000 SF ALLOWABLE AREA FACTOR (TABLE 506.2)
ACTUAL FLOOR AREA = 3,600 SF

AREA INCREASES DUE TO FRONTAGE (Equation 506.2.3);
AREA INCREASES NOT REQUIRED

ALLOWABLE BUILDING HEIGHT;
ALLOWABLE BUILDING HEIGHT; SINGLE STORY 75' (TABLE 504.3)
ACTUAL BUILDING HEIGHT; SINGLE STORY 16'-8" TO PARAPET WALL

ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE;
ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE; THREE STORIES (TABLE 504.4)
ACTUAL NUMBER OF STORIES; SINGLE STORY

FIRE RESISTANCE OF EXTERIOR WALLS;
REQUIRED FIRE RESISTANCE EXTERIOR WALLS = NONE
GREATER THAN 10' BUT LESS THAN 30' REQUIRES (0) HOUR RATING PER (TABLE 1012.6)
GREATER THAN 10' - UNPROTECTED OPENINGS PERMITTED (TABLE 705.8)

REQUIRED EXITS;
OCCUPANCY LOAD FACTOR FOR B OCCUPANCY; 100 SF / PERSON (TABLE 1004.5)
3,600 SF / 100 = 36 PERSONS (TABLE 1006.3.3 / 1006.3.1) TWO EXITS REQUIRED
TWO EXITS ARE PROVIDED

2018 IBC BASIC DESIGN CRITERIA

DESIGN CODE:	IBC 2018
BUILDING END USE:	Manufacturing — Warehousing
MBMA OCCUPANCY CLASS:	II — Standard Buildings
ROOF LIVE LOAD: NOT REDUCIBLE PER CODE	20 PSF
GROUND SNOW LOAD:	25 PSF
SNOW EXPOSURE FACTOR, CE:	0.90
SNOW IMP. FACTOR, IS:	1.00
SEISMIC INFORMATION:	Ss:0.279 S1:0.103
SEISMIC SDS/SD1:	0.293/0.164
SITE CLASS:	D
SEISMIC IMP. FACTOR, IE:	1.00
SEISMIC DESIGN CATEGORY:	C
ANALYSIS PROCEDURE:	Equivalent Lateral Force Procedure
BASIC SFRS:	Not Detailed For Seismic
WIND (MPH): (Vult) / (Vasd)	(115) / (89)
***C & C PRESSURES (PSF):	31 / -41
EXPOSURE:	C
UL90:	NO

*PRIMARY STRUCTURAL NOT INCLUDED

BUILDING SPECIFIC LOADING INFORMATION															
	ROOF DEAD	COLLATERAL DEAD		SNOW COEFFICIENT			SNOW LOAD (PSF)		WIND		TORNADO	SEISMIC			
BLDG.	(PSF)*	Pri (psf)	Sec (psf)	Ct	Cs	W2	Ps	**Pm	Enclosure	IPOpt	OOpt	R	Cs	V (kips)	
Part A	3.00	5.00	5.00	1.00	1.00	--	15.75	25.00	Enclosed	IBC18	--	3.00	0.098	13.41	
Front Lean	3.00	5.00	5.00	1.00	1.00	--	15.75	25.00	Enclosed	IBC18	--	3.00	0.098	3.83	
Part B	3.00	5.00	5.00	1.00	1.00	--	15.75	25.00	Enclosed	IBC18	--	3.00	0.098	20.31	
Back Lean-	3.00	5.00	5.00	1.00	1.00	--	15.75	25.00	Enclosed	IBC18	--	3.00	0.098	3.83	

DESIGN CRITERIA TAKEN FROM NUCOR BUILDING SYSTEMS

SPECIAL INSPECTIONS

NO SPECIAL INSPECTIONS - SEE NOTES ON FOOTING/FOUNDATION PLANS

DEFERRED SUBMITTALS

NO DEFERRED SUBMITTALS

DESIGN REVIEW
DSRFY2024-0010

BUILDING PERMIT APPLICATION

DALE BINNING ARCHITECT
208-383-0209
3535 NORTH VERDANT PLACE • STAR, IDAHO • 83669

10/18/24

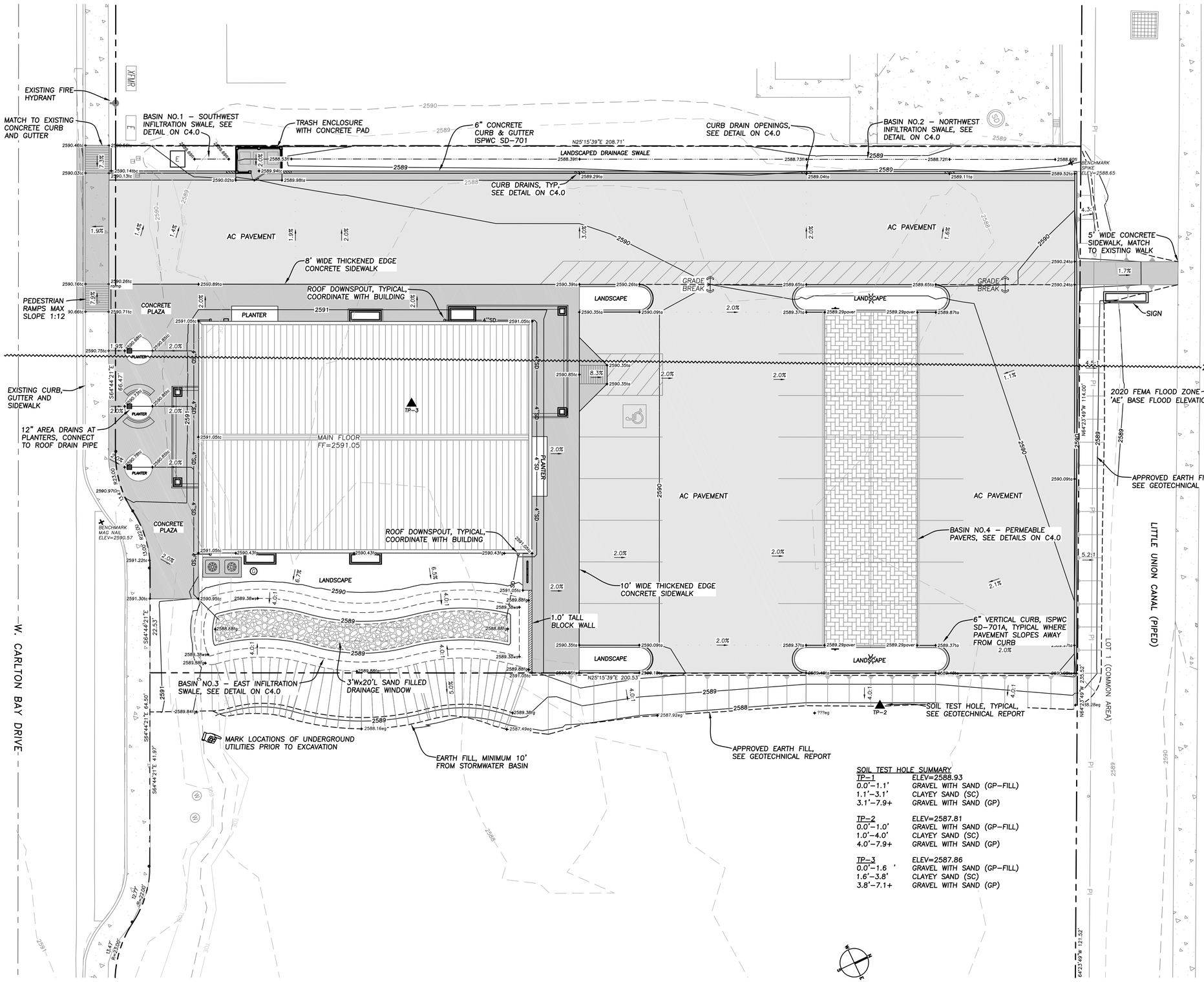
Foothills Functional Medicine
10178 CARLTON BAY DRIVE • GARDEN CITY, IDAHO • 83714

BASERRI, LLC
Greg T. Burkhart
President
greg@baserrillc.com
208.791.8273
PO Box 2262
Eagle, ID 83616

DATE:
OCT 18, 2024

SHEET:
T-1A

C:\PROJECTS\FOOTHILLS Functional Medicine\SHT-T1A.pcf – 10/21/2024 – 08:18 AM – Scale 1 : 240



SOIL TEST HOLE SUMMARY

TP–1	ELEV=2588.93
0.0'–1.1'	GRAVEL WITH SAND (GP–FILL)
1.1'–3.1'	CLAYEY SAND (SC)
3.1'–7.9+	GRAVEL WITH SAND (GP)
TP–2	ELEV=2587.81
0.0'–1.0'	GRAVEL WITH SAND (GP–FILL)
1.0'–4.0'	CLAYEY SAND (SC)
4.0'–7.9+	GRAVEL WITH SAND (GP)
TP–3	ELEV=2587.86
0.0'–1.6 '	GRAVEL WITH SAND (GP–FILL)
1.6'–3.8'	CLAYEY SAND (SC)
3.8'–7.1+	GRAVEL WITH SAND (GP)

1 Site Grading and Drainage Plan
Scale: 1" = 10'

0 10 20 30 40 50
1 inch =10 ft.

NOTES

1. EXISTING SITE CONDITIONS ARE FROM TOPOGRAPHIC SURVEY BY PORTSIDE LAND SURVEYING APRIL 2024.
2. LOCATION OF EXISTING SITE IMPROVEMENTS AND UNDERGROUND UTILITIES ARE SHOWN AS APPROXIMATE LOCATION ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE STARTING WORK. UNDERGROUND UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO EXCAVATION. THERE ARE CRITICAL GAS MAINS AND CRITICAL FIBEROPTIC LINES IN THE AREA. CALL DIGLINE 811.
3. UTILITIES COMPANIES SHALL BE NOTIFIED PRIOR TO ANY EXCAVATION WITHIN 5' FROM FIBEROPTIC LINES.
4. SEE GARDEN CITY STANDARD NOTES AND DETAILS.
5. SITE WORK SHALL CONFORM TO THE CURRENT EDITION OF IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) AND GARDEN CITY STANDARD CONSTRUCTION SPECIFICATIONS, OSHA AND ALL OTHER APPLICABLE LOCAL, STATE AND NATIONAL REQUIREMENTS.
6. WORK SUBJECT TO APPROVAL BY THE DESIGN ENGINEER, ACHD, GARDEN CITY OR OTHER AGENCY MUST BE APPROVED PRIOR TO BACKFILLING TRENCHES FOR PIPE, PLACING OF AGGREGATE BASE, PLACING OF CONCRETE AND PLACING OF ASPHALT PAVING.
7. CONTRACTOR SHALL HAVE A GARDEN CITY APPROVED SET OF PLANS AT THE WORKSITE DURING CONSTRUCTION.
8. PROPOSED FIELD CHANGES MUST BE APPROVED BY GARDEN CITY AND THE ENGINEER PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE RECORD DRAWING INFORMATION TO THE DESIGN ENGINEER OF ANY FIELD MODIFICATIONS NOT SHOWN ON THE APPROVED PLANS.
10. NON POTABLE PIPELINES, SUCH AS SEWER, STORMDRAIN AND IRRIGATION, SHALL BE LOCATED AT LEAST 10 FEET FROM WATER PIPELINES. STORMWATER INFILTRATION BASINS SHALL BE LOCATED AT LEAST 25 FEET FROM WATER PIPELINES.
11. PROTECT EXISTING AND NEW DRAIN INLETS AND STORMWATER FACILITIES FROM SEDIMENT DURING CONSTRUCTION, USE FIBER WATTLES OR INSERT SUCH AS SILT SACK.
12. CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES AND PUBLIC RIGHT OF WAY FROM DAMAGE DURING CONSTRUCTION.
13. PAINT PARKING STALLS AND HANDICAP MARKINGS PER ADA AND MUTCD STANDARDS.
14. SEE ARCHITECTURAL SITE PLAN, LANDSCAPING PLAN AND ELECTRICAL DESIGN FOR ADDITIONAL SITE INFORMATION.

GRADING NOTES

1. CONCRETE WALKS, PAVEMENT AND SITE GRADING SHALL BE CONSTRUCTED WITH SLOPE TO ALLOW DRAINAGE AWAY FROM THE BUILDING. STORMWATER RUNOFF SHALL HAVE AN UNOBSTRUCTED PATH TO THE STORMWATER DRAINAGE FACILITY. LOCAL LOW SPOTS AND PONDING ARE NOT ACCEPTABLE.
2. SITE EARTHWORK AND UTILITY CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT VERSION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), GARDEN CITY DESIGN STANDARDS, INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL PLUMBING CODE (IPC), OSHA AND ALL OTHER APPLICABLE LOCAL, STATE AND NATIONAL REQUIREMENTS.
3. SITE EARTHWORK EXCAVATION AND FILL, DRIVEWAY AND PARKING LOT CONSTRUCTION, CONCRETE SLAB ON GRADE AND BUILDING FOUNDATION PREPARATION SHALL FOLLOW THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL REPORT AND THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC).
4. EARTH PREPARATION FOR BUILDING FOUNDATIONS SHALL FOLLOW THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL REPORT. COMPACTION TESTING SHALL BE PERFORMED BY AN INDEPENDENT CERTIFIED LABORATORY. COMPACTION TEST REPORTS SHALL BE PROVIDED TO OWNER, CONTRACTOR AND FOCUS ENGINEERING.
5. NATIVE SOIL AT NEW PAVEMENT AREAS SHALL BE APPROVED BY A CERTIFIED TESTING AGENCY PRIOR TO PLACING IMPORTED FILL, CONCRETE OR AC PAVEMENT.
6. EXCAVATION AND EARTHWORK SHOULD BE SCHEDULED AS CLOSE AS POSSIBLE TO SCHEDULED BUILDING AND SITE CONSTRUCTION DATES. NATIVE VEGETATION SHOULD BE LEFT IN PLACE AS LONG AS POSSIBLE TO HELP PREVENT EROSION. DISTURBED EARTH CUT AND FILL AREAS SHALL BE LANDSCAPED OR REVEGETATED TO PREVENT EROSION.
7. CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES AND PUBLIC RIGHT OF WAY FROM DAMAGE DURING CONSTRUCTION.
8. AUTOCAD DRAWING IS AVAILABLE FOR CONSTRUCTION STAKING.

LEGEND

- 20.50eg EXISTING GRADE
- 22.45ta TOP OF ASPHALT
- 21.33tc TOP OF CONCRETE
- 21.41tbc TOP BACK OF CURB
- 21.50fg FINISH GRADE
- 20.16fl SWALE FLOW LINE

CALL 2 WORKING DAYS BEFORE YOU DIG! DIGLINE 342-1585 or 811

PROFESSIONAL ENGINEER REGISTERED 8036 STATE OF IDAHO CARL A. GEIGER

Focus Engineering
Civil-Geotechnical-Environmental-Structural
1445 N. Orchard, Suite 104, Boise, Idaho 83706
(208) 395-1979 focusboise@gmail.com

PROJECT NO: 24778
DATE: 10-16-24
DESIGN BY: CAG
REVISION:

Foothills Functional Medicine
10178 W. Carlton Bay Drive
Garden City, Idaho

GRADING AND DRAINAGE PLAN

10/16/24 – 9:17 am

C3.0

VICINITY MAP



FEMA FLOOD PLAIN NOTES

1. THIS PROPERTY IS NOT CURRENTLY WITHIN THE 2003 MAPPED FLOOD PLAIN. WHEN SECLUSION IS LIFTED THE PROPERTY MAY BE WITHIN THE FEMA FLOOD HAZARD ZONE AE AND BUILDING FLOOR ELEVATIONS ARE DESIGNED TO BE AT LEAST 2.0' ABOVE THE 2020 BASE FLOOD ELEVATION.
2. BASE FLOOD ELEVATIONS (BFE) AND EXISTING GROUND CONTOUR ELEVATIONS SHOWN ARE NAVD '88 DATUM.
3. BASE FLOOD ELEVATIONS SHOWN ARE SCALED FROM FEMA PANNEL 16001C0166J WITH AN EFFECTIVE DATE OF JUNE 19, 2020.
4. BUILDING LOWEST FLOOR ELEVATION SHOWN IS PER FEMA DEFINITION OF BUILDING LOWEST FLOOR.
5. SEE ARCHITECTURAL PLANS FOR BUILDING DETAILS.
6. ALL MATERIALS BELOW BASE FLOOD ELEVATION MUST BE FLOOD RESISTANT MATERIALS.
7. UNDERGROUND UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO EXCAVATION, CALL DIGLINE 811.

PARCEL INFORMATION

10178 W. CARLTON BAY DRIVE
GARDEN CITY, IDAHO 83714
PARCEL NO. R1292650120
LOT 7, BLOCK 1 CARLTON BAY SUBDIVISION
ROS _____ PARCEL A 0.539 ACRES
SECTION 14, TOWNSHIP 4N, RANGE 1E
GPS 43.67993 −116.30886

NOTE:
ENTIRE SITE FINISH GRADE AND BUILDING ARE ABOVE FEMA BASE FLOOD ELEVATION (BFE), SEE C3.1 SITE CROSS SECTIONS

TRASH ENCLOSURE WITH CONCRETE PAD

AC PAVEMENT

GRADE BREAK

MAIN FLOOR FF=2591.05

Lowest Floor 2591.05

LOWEST FLOOR ELEVATION ABOVE FEMA BASE FLOOD ELEVATION

PERMEABLE PAVERS

AC PAVEMENT

AC PAVEMENT

EXISTING CURB, GUTTER AND SIDEWALK

BENCHMARK MAG NAIL ELEV=2590.57

BENCHMARK SPIKE ELEV=2588.65

SIGN

FEMA FLOOD ZONE 'AE' BASE FLOOD ELEVATION SEE C3.1 SITE CROSS SECTIONS

STORMWATER BASIN, SEE DETAIL ON C4.0

TP-3

TP-2

SOIL TEST HOLE, TYPICAL, SEE GEOTECHNICAL REPORT

W. CARLTON BAY DRIVE

W. STATE STREET (HWY 44)

LITTLE UNION CANAL (PIPED)

LOT 1 (COMMON AREA)

5' ESMT

35' CANAL EASEMENT

2188' TO BOISE RIVER NORTH CHANNEL

1 Flood Plain Development Site Plan
Scale: 1" = 10'

0 10 20 30 40 50
1 inch =10 ft.

CALL 2 WORKING DAYS BEFORE YOU DIG! DIGLINE 342-1585 or 811

PROFESSIONAL ENGINEER REGISTERED 8036 STATE OF IDAHO CARL A. GEIGER

10/16/24 – 9:19 am

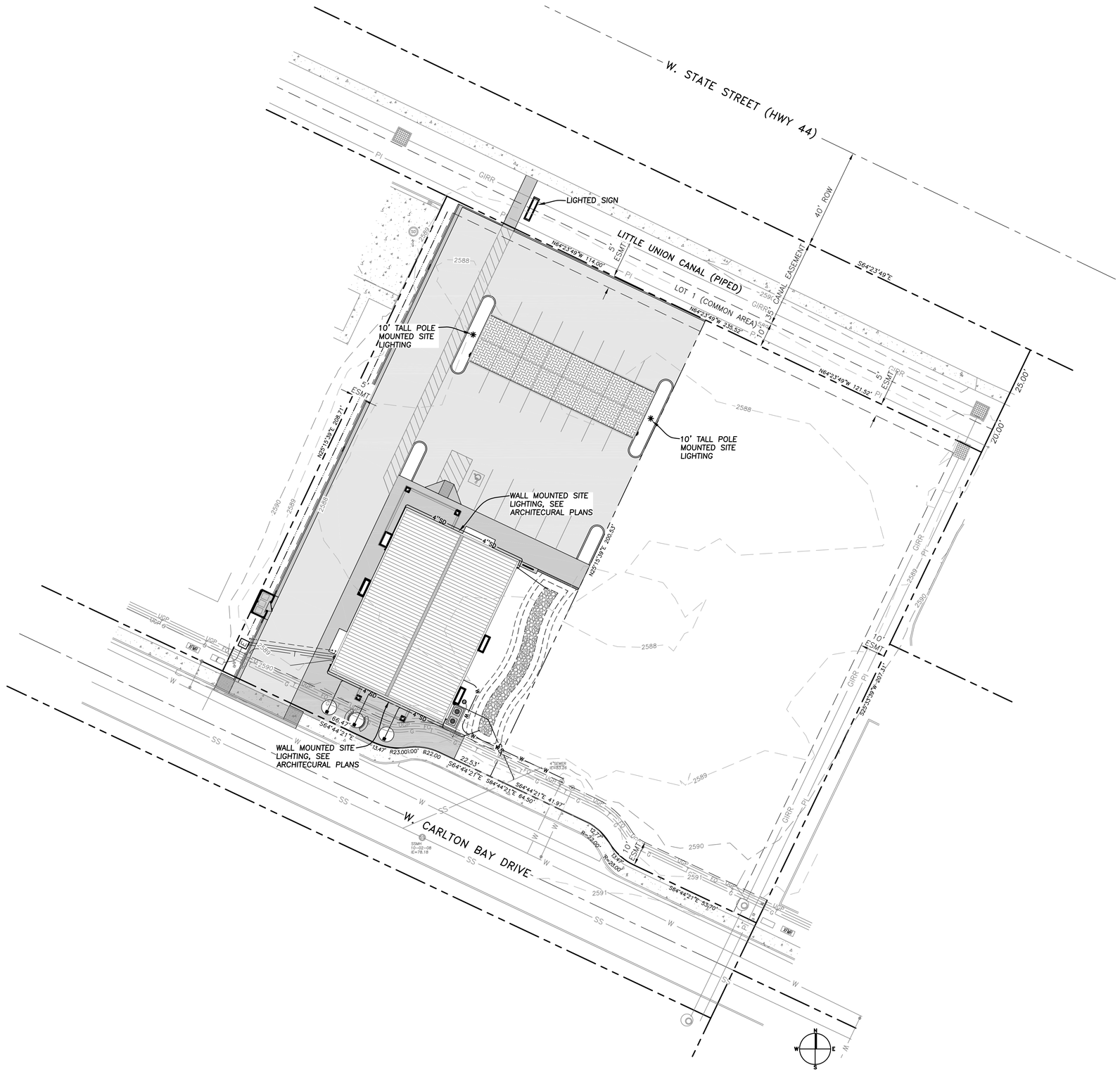
Focus Engineering
Civil-Geotechnical-Environmental-Structural
1455 Tower Creek Lane, Coeur d'Alene, Idaho 83815
(208) 395-1979
focusbobs@gmail.com

PROJECT NO: 24778
DATE: 10-16-24
DESIGN BY: CAG
REVISION:

Foothills Functional Medicine
10178 W. Carlton Bay Drive
Garden City, Idaho

FLOOD PLAIN DEVELOPMENT

C4.0



1 Site Lighting Plan
Scale: 1" = 20'

0 20 40 60 80 100
1 inch =20 ft.

NOTES

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CALL 2 WORKING DAYS BEFORE YOU DIG! DIGLINE 342-1585 OR 811

PROFESSIONAL ENGINEER REGISTERED 8036 STATE OF IDAHO CARL A. GEIGER

Focus Engineering
Civil-Geotechnical-Environmental-Structural
5744 Glory Lane, Post Falls, Idaho 83854
(208) 395-1979 focusbobs@gmail.com

PROJECT NO: 24778
DATE: 10-16-24
DESIGN BY: CAG
REVISION:

Foothills Functional Medicine
10178 W. Carlton Bay Drive
Garden City, Idaho

SITE LIGHTING PLAN

10/16/24 - 9:19 am

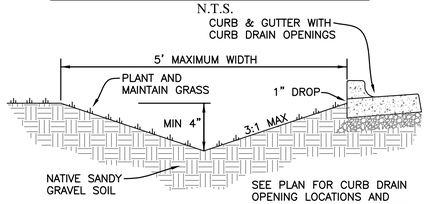
C5.0

STORMWATER SUMMARY

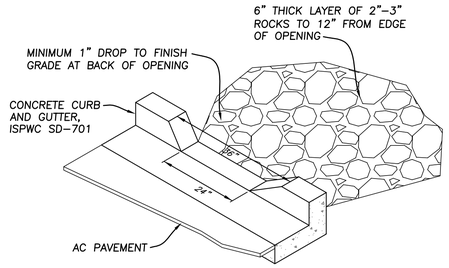
AREA DESCRIPTION	AREA (sf)	AREA (ac)	RUNOFF COEFFICIENT	VOLUME V_{100}(cf)	Q_{100} (cfs)
PERMEABLE PAVERS	1,440	0.033	0.00	0	0.000
PAVEMENT & CONCRETE	13,795	0.317	0.95	1,092	0.301
BUILDING ROOF	3,991	0.092	0.95	316	0.087
LANDSCAPE	4,260	0.098	0.20	71	0.020
TOTAL	23,486	0.539	C_w=0.76	1,479	0.407

NOTES:
1. STORMWATER MANAGEMENT SYSTEM SHALL CONFORM TO GARDEN CITY REQUIREMENTS AND THE BOISE CITY STORMWATER DESIGN MANUAL.
2. ABOVE IS SUMMARY OF TOTAL SITE STORMWATER AREAS, SEE SEPARATE STORMWATER CALCULATIONS AND DETAILS FOR EACH INDIVIDUAL STORMWATER DISPOSAL FACILITY.
3. SEE PROJECT GEOTECHNICAL REPORT B170662g AND SOIL TEST HOLE LOGS BY ATLAS.

STORMWATER SUMMARY
N.T.S.



BASIN NO.1 & NO.2 - INFILTRATION SWALE
N.T.S.



NOTES:
1. CURB DRAIN SIMILAR TO ISPWC SD–715.
2. SLOPE PAVEMENT AND GUTTERS TOWARDS CURB OPENINGS.
3. PROVIDE SMOOTH PATH FOR FLOW OF STORMWATER TO STORMWATER BASIN WITHOUT PONDING OR OBSTRUCTIONS INCLUDING GRASS AND OTHER VEGETATION.

CURB DRAIN DETAIL
N.T.S.

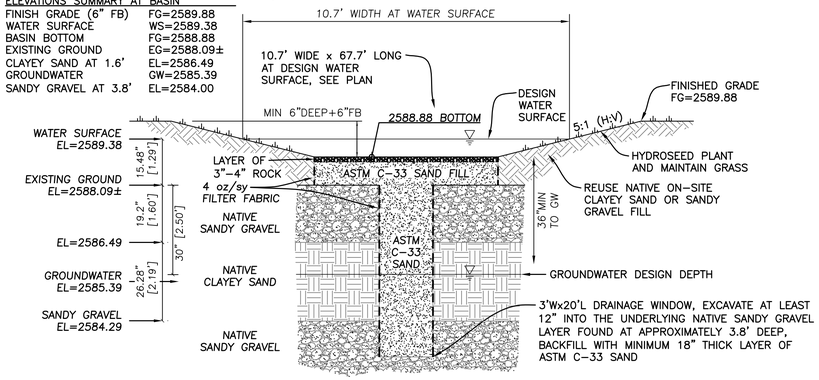
NOTES:
1. TRENCHING, PIPE BEDDING AND BACKFILL SHALL BE CONSTRUCTED IN ACCORDANCE ISPWC DIVISION 300 AND SD–301 FOR TRENCHING.
2. DEWATERING OF UTILITY TRENCHES SHALL BE RESPONSIBILITY OF THE CONTRACTOR.
3. SOFT OR OTHERWISE UNSUITABLE SOILS AT PIPE SUPPORT AREAS SHALL BE OVEREXCAVATED AND REPLACED PER ISPWC SECTION 304. REMOVE ALL STONES WITHIN 6" FROM THE BOTTOM OF THE PIPE.
4. INSTALL MYLAR WARNING TAPE ABOVE PIPES.
5. RECONSTRUCT AGGREGATE BASE AND PATCH PAVEMENT WHERE TRENCH INTERSECTS EXISTING PAVEMENT. SUBBASE, BASE AND PAVEMENT THICKNESS SHALL MATCH EXISTING PAVEMENT OR AS OTHERWISE REQUIRED BY AUTHORITY HAVING JURISDICTION.

TYPICAL UTILITY TRENCH DETAIL
NTS

SOD NOT ALLOWED AT STORMWATER BASIN

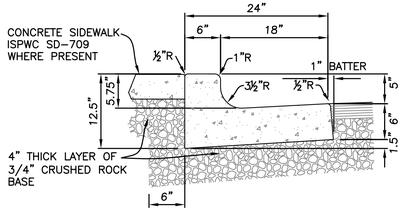
ELEVATIONS SUMMARY AT BASIN

FINISH GRADE (6" FB)	FG=2589.88
WATER SURFACE	WS=2589.38
BASIN BOTTOM	FG=2588.88
EXISTING GROUND	EG=2588.09±
CLAYEY SAND AT 1.6'	EL=2586.49
GROUNDWATER	GW=2585.39
SANDY GRAVEL AT 3.8'	EL=2584.00



NOTES:
1. SEE SITE PLANS FOR BASIN LOCATION AND SIZE, MINIMUM 10' FROM BUILDING.
2. PROVIDE 2"–3" STONE AT PIPE AND SWALE INLETS TO PREVENT EROSION.
3. SOD NOT ALLOWED AT STORMWATER BASIN.
4. SOIL FILL AT 10' SURROUNDING THE STORMWATER BASIN SHALL BE NATIVE SOIL OR IMPORTED CLAYEY SAND OR SANDY GRAVEL.

BASIN NO.3 - EAST INFILTRATION SWALE DETAIL
SCALE: 1"=30"



NOTES
1. 6" VERTICAL CURB AND GUTTER PER ADA COUNTY HIGHWAY DISTRICT SUPPLEMENTAL SPECIFICATIONS ACHD SD–701.
2. BASE COURSE SHALL BE COMPACTED TO 95% RELATIVE MAXIMUM DENSITY AND SHALL BE APPROVED BY ACHD PRIOR TO PLACING CONCRETE.
3. GRADE AND ALIGNMENT SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACING CONCRETE.
4. INSTALL 1/2" EXPANSION JOINT MATERIAL AT CURVE RADII.
5. CONSTRUCT CONTROL JOINT SCORING AT MAXIMUM 10' SPACING.

STANDARD CURB AND GUTTER ACHD SD-701 DETAIL
N.T.S.

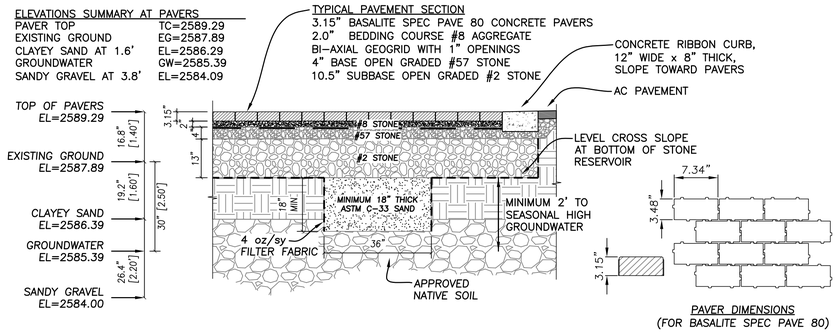
NOTES:
1. REFERENCE ISPWC SD–701A.
2. USED ONLY WHERE PAVEMENT SLOPES AWAY FROM CURB.
3. MAY USE STANDARD CURB AND GUTTER WITH REVERSE SLOPE IN GUTTER PAN IN PLACE OF VERTICAL CURB.

VERTICAL CURB ISPWC SD-701A DETAIL
N.T.S.

IMPORTANT:
PROTECT PERMEABLE PAVER AREA AND NATIVE SOIL INFILTRATIVE SURFACE FROM SEDIMENT DURING CONSTRUCTION

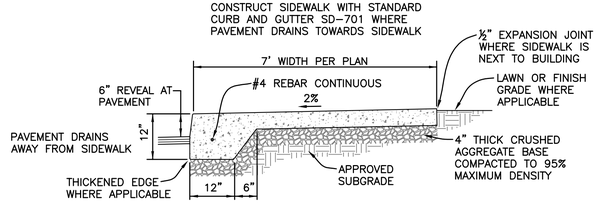
ELEVATIONS SUMMARY AT PAVERS

PAVER TOP	TC=2589.29
EXISTING GROUND	EG=2587.89
CLAYEY SAND AT 1.6'	EL=2586.29
GROUNDWATER	GW=2585.39
SANDY GRAVEL AT 3.8'	EL=2584.09



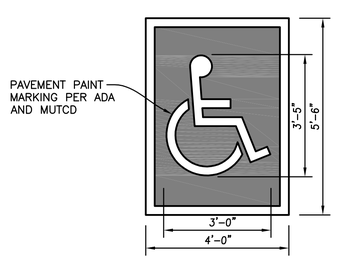
NOTES:
1. AGGREGATE MATERIALS AND CONSTRUCTION SHALL CONFORM TO GARDEN CITY REQUIREMENTS, BOISE CITY STORMWATER MANAGEMENT DESIGN MANUAL AND THE CURRENT EDITION OF ISPWC.
2. PERMEABLE PAVERS AND AGGREGATE BASE SHALL BE CONSTRUCTED FOLLOWING SECTION 3.2.G OF THE BOISE CITY STORMWATER MANAGEMENT DESIGN MANUAL.
3. BOTTOM OF #2 STONE LAYER AT INFILTRATIVE SURFACE SHOULD BE CONSTRUCTED WITH LEVEL CROSS SLOPE, LONGITUDINAL SLOPE IS ALLOWED TO SLOPE 0.50% MAXIMUM TO FOLLOW THE PAVEMENT SURFACE PROFILE.
4. NATIVE SOIL AT INFILTRATIVE SURFACE SHALL BE APPROVED BY THE ENGINEER OR AN APPROVED TESTING AGENCY PRIOR TO PLACING IMPORTED AGGREGATE OR SAND, NOTIFY GARDEN CITY PUBLIC WORKS WHEN INSPECTION IS SCHEDULED.
5. EXCAVATION AND PLACEMENT OF ASTM C–33 SAND AT DRAINAGE WINDOW SHALL BE MADE DURING LOW GROUNDWATER CONDITIONS, IF ANY GROUNDWATER IS PRESENT THE EXCAVATION SHALL BE DE–WATERED PRIOR TO PLACING SAND.
6. BASE AGGREGATES SHALL BE COMPACTED TO MINIMUM 95% RELATIVE MAXIMUM DENSITY ASTM D–698 STANDARD PROCTOR.
7. THE PERMEABLE PAVER AREA AND THE BOTTOM OF INFILTRATIVE SURFACE SHALL BE CAREFULLY PROTECTED FROM SEDIMENT DURING CONSTRUCTION AND UNTIL BARE SOIL AREAS AT THE SITE ARE COVERED WITH PERMANENT VEGETATION OR PAVEMENT. ANY ACCUMULATED SEDIMENT, DUST OR DEBRIS SHALL BE REMOVED IMMEDIATELY.
8. SIGNS SHALL BE POSTED NEAR THE PERMEABLE PAVERS INDICATING PERMEABLE PAVERS ARE IN USE AT THE PARKING LOT AND THAT PRECAUTIONS SHOULD BE TAKEN TO PREVENT SEDIMENT, DEBRIS, STORAGE OF SOIL MATERIALS AND CHEMICAL SPILLS ONTO THE PERMEABLE PAVER AREAS.
9. ALTERNATE MANUFACTURER PAVERS SHALL BE APPROVED FOR USE BY THE ENGINEER AND GARDEN CITY.

BASIN NO.4 - PERMEABLE PAVERS DETAIL
SCALE: 1"=30'



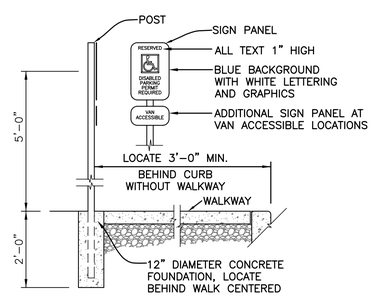
NOTES:
2. SIDEWALK PER ISPWC SD–709.
3. 4" THICK CONCRETE.
4. PROVIDE SIDEWALK SCORED CONTROL JOINTS AT MAXIMUM 8' SPACING.
5. PROVIDE 1/2" EXPANSION JOINT FILLER WHERE SIDEWALK IS CONSTRUCTED NEXT TO BUILDING FOUNDATION OR AT PERPENDICULAR SIDEWALK.

SIDEWALK WITH THICKENED EDGE DETAIL
N.T.S.



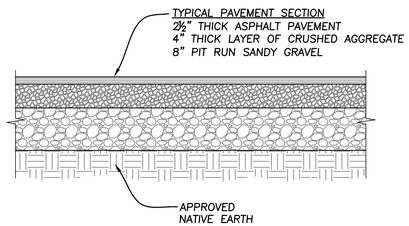
NOTES:
1. REFERENCE MUTCD FIGURE 3B–19.
2. PAINT WHITE LINES AND BORDER WITH BLUE BACKGROUND.
3. PAINT STROKE WIDTH 3" MINIMUM.

HANDICAP PARKING STALL SYMBOL
N.T.S.



NOTE:
1. NEW POST NOT REQUIRED IF SIGNS ARE MOUNTED ON BUILDING OR EXISTING POST.
2. SIGN SHALL BE MOUNTED AT THE FRONT OF THE PARKING SPACE IN A LOCATION THAT IS NOT OBSCURED BY THE PARKED VEHICLE AND IS VISIBLE FROM A DRIVER'S SEAT.

HANDICAP PARKING STALL SIGN
N.T.S.



NOTES:
1. NATIVE SUBGRADE SOIL SHALL BE STRIPPED OF VEGETATION AND PROOF ROLLED WITH HEAVY EQUIPMENT, ALLOWABLE DEFLECTION ½".
2. NATIVE SUBGRADE SOIL SHALL BE APPROVED BY THE ENGINEER OR APPROVED TESTING AGENCY PRIOR TO PLACEMENT OF IMPORTED SOIL FILL.
3. SOFT AREAS WITH MORE THAN ¾" DEFLECTION SHALL HAVE THE TOP 12" COMPACTED TO 95% RELATIVE MAXIMUM DENSITY PER ASTM D–698.
4. SOFT AREAS OR UNSUITABLE SOIL UNABLE TO ACHIEVE COMPACTION SHALL BE OVEREXCAVATED AND BACKFILLED WITH COMPACTED GRANULAR MATERIAL.
5. IMPORTED FILL SOIL SHALL BE COMPACTED IN MAXIMUM 9" LIFTS TO 95% RELATIVE MAXIMUM DENSITY PER ASTM D–698 STANDARD PROCTOR.
6. ASPHALT PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC).
7. ALTERNATE PAVEMENT SECTION 2½" ASPHALT PAVEMENT, 11" THICK CRUSHED AGGREGATE, NO PIT RUN.

TYPICAL ASPHALT PAVEMENT SECTION
N.T.S.

Focus Engineering
Civil-Geotechnical-Environmental-Structural
1445 N. Orchard, Suite 102, Boise, Idaho 83706
(208) 395-1979
focusbise@gmail.com

PROJECT NO: 24778
DATE: 10–16–24
DESIGN BY: CAG
REVISION:

Foothills Functional Medicine
10178 W. Carlton Bay Drive
Garden City, Idaho

SITE DETAILS

10/16/24 – 9:20 am

C6.0

PROFESSIONAL ENGINEER REGISTERED 8036 STATE OF IDAHO CARL A. GEIGER

GARDEN CITY STANDARD CONSTRUCTION NOTES

AUGUST 2022

NOTES APPLICABLE TO ALL CONSTRUCTION

1. COMPLIANCE WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) REQUIREMENTS FOR PROTECTION FROM EROSION BY STORM WATER IS REQUIRED FOR THIS PROJECT. A RESPONSIBLE PARTY (RP) SHALL BE RESPONSIBLE TO COMPLY WITH THE IDEQ REQUIREMENTS. IF THE OWNER HAS NOT DESIGNATED A RP, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A RP. THE RP IS REQUIRED TO PREPARE, FILE AND COMPLY WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT. THE RP IS RESPONSIBLE TO FILE A NOTICE OF INTENT (NOI) TO CONSTRUCT WITH IDEQ. IDEQ MUST OFFICIALLY ACCEPT THE NOI PRIOR TO BEGINNING ANY SITE DISTURBANCE ACTIVITIES. THE SWPPP IS A DOCUMENT/PLAN THAT IS REQUIRED TO BE UPDATED AND AMENDED TO BEST FIT THE SITE AS CONSTRUCTION OCCURS. THE RP IS RESPONSIBLE TO KEEP THE PLAN CURRENT. AT COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND AFTER THE PROJECT SITE IS STABILIZED FOR EROSION CONTROL, THE RP IS REQUIRED TO PREPARE AND SUBMIT A NOTICE OF TERMINATION OF THE SWPPP WITH IDEQ.

—OR, FOR SITES UNDER ONE ACRE

2. THE CONTRACTOR SHALL COMPLY WITH THE CITY OF GARDEN CITY'S APPROVED EROSION AND SEDIMENT CONTROL PLAN (ESCP) FOR THIS PROJECT. A RESPONSIBLE PARTY (RP) SHALL BE RESPONSIBLE TO COMPLY WITH THE ESCP REQUIREMENTS. IF THE OWNER HAS NOT DESIGNATED A RP, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A RP. THE RP IS REQUIRED TO COMPLY WITH THE CITY OF GARDEN CITY'S ORDINANCE FOR CONTROL FOR EROSION FROM THIS CONSTRUCTION SITE. THE ESCP IS A DOCUMENT/PLAN THAT IS REQUIRED TO BE UPDATED AND AMENDED TO BEST FIT THE SITE AS CONSTRUCTION OCCURS. THE RP IS RESPONSIBLE TO KEEP THE PLAN CURRENT. AT COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND AFTER THE PROJECT SITE IS STABILIZED FOR EROSION CONTROL, THE ESCP IS TERMINATED.

3. ALL CONSTRUCTION, MATERIALS, APPURTENANCES AND TESTING SHALL COMPLY WITH THE REQUIREMENTS OF THE 2020 EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), UNLESS SPECIFICALLY MODIFIED BY THESE CONSTRUCTION DOCUMENTS.

4. THE CONTRACTOR, ALL APPLICABLE SUB-CONTRACTORS, DEVELOPER/OWNER, UTILITY COMPANY REPRESENTATIVES, A GARDEN CITY DEPARTMENT OF PUBLIC WORKS REPRESENTATIVE AND AN ADA COUNTY HIGHWAY DISTRICT REPRESENTATIVE SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

5. THE CONTRACTOR SHALL OBTAIN A CONSTRUCTION PERMIT FROM THE ADA COUNTY HIGHWAY DISTRICT AT LEAST 24 HOURS PRIOR TO COMMENCING CONSTRUCTION OF ANY OF THE IMPROVEMENTS SHOWN HEREON LOCATED WITHIN PUBLIC RIGHT-OF-WAY.

6. CONSTRUCTION INSPECTION SHALL BE PERFORMED BY THE PROJECT ENGINEER, THE ADA COUNTY HIGHWAY DISTRICT AND/OR THE GARDEN CITY DEPARTMENT OF PUBLIC WORKS. INSPECTION BY THE GARDEN CITY DEPARTMENT OF PUBLIC WORKS WILL BE FOR DEPARTMENT PURPOSES ONLY TO SPOT CHECK WORK COMPLIANCE WITH THE CITY'S REQUIREMENTS. IT IS THE PROJECT ENGINEER'S RESPONSIBILITY TO ASSURE COMPLIANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.

7. THE CONTRACTOR SHALL VERIFY SITE CONDITIONS AND DIMENSIONS PRIOR TO BEGINNING WORK. ANY DEVIATIONS, OMISSIONS OR ERRORS SHALL BE PRESENTED TO THE PROJECT ENGINEER FOR RESOLUTION. ANY CHANGES TO THE PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO AND APPROVED BY THE GARDEN CITY DEPARTMENT OF PUBLIC WORKS PRIOR TO IMPLEMENTATION OF THE CHANGE. SAID CHANGE MAY ALSO NEED TO BE SUBMITTED TO THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR APPROVAL.

8. THE CONTRACTOR SHALL CONTACT DIGLINE (811) AND OTHER APPROPRIATE UTILITY PROVIDERS FOR UTILITY LOCATIONS AT LEAST 72 HOURS PRIOR TO BEGINNING ANY EXCAVATION.

9. ANY WATERS CREATED BY DEWATERING SHALL NOT BE PERMITTED TO DIRECTLY DISCHARGE TO ANY EXISTING SURFACE WATER FACILITY. PRIOR TO DISCHARGING TO WATERS OF THE STATE OF IDAHO, THE CONTRACTOR SHALL SECURE A SHORT-TERM ACTIVITY EXEMPTION FROM THE APPLICABLE REGIONAL OFFICE OF THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY FOR ENVIRONMENTAL QUALITY.

10. HORIZONTAL AND VERTICAL SEPARATION OF POTABLE AND NON-POTABLE PIPELINES SHALL MEET THE REQUIREMENTS OF ISPWC SECTION 405 AND ISPWC DRAWING NO. 407.

SANITARY SEWER NOTES

11. ALL SEWER PIPE AND FITTINGS WITH COVER GREATER THAN 3 FEET, SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO THE REQUIREMENTS OF ASTM D-3034, SDR-35 FOR SIZES 4-INCH THROUGH 15-INCH; ASTM F-679, SDR-35, T-1 WALL FOR SIZES 18-INCH THROUGH 27-INCH; OR ASTM F-794, T-46 FOR SIZES 18-INCH THROUGH 36-INCH. THE MINIMUM COVER FOR ALL PVC SEWER LINES SHALL BE 3 FEET. SEWER PIPE AND FITTINGS WITH COVER LESS THAN 3 FEET SHALL BE DUCTILE IRON (DI) CONFORMING TO ANSI A-21.51 OR AWWA C-151, MINIMUM CLASS 50.

12. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED OF REINFORCED PRECAST CONCRETE PER THE ISPWC WITH A MAXIMUM OF 12 INCHES OF CONCRETE GRADE RINGS, A 24-INCH DIAMETER CAST IRON RING AND COVER AND A CONCRETE COLLAR PER ISPWC DRAWINGS SD501, SD-505, SD-507, SD-508, SD-509. MANHOLES SHALL NOT HAVE STEPS. THE SEWER CONTRACTOR SHALL FIELD VERIFY THAT NO MORE THAN 12-INCHES OF GRADE RINGS ARE NECESSARY TO ADJUST THE MANHOLE TO FINAL GRADE. GRADE RINGS, RING AND COVERS SHALL BE PROVIDED BY THE SEWER CONTRACTOR. MANHOLE CONES SHALL BE ECCENTRIC FOR ALL MANHOLES 4 FEET AND DEEPER. THE VERTICAL WALL OF THE CONE SHALL BE PLACED UPSTREAM AND ROTATED 45°. CONCENTRIC CONES SHALL BE USED FOR MANHOLES LESS THAN 4 FEET DEEP.

13. MANUFACTURED COMPRESSION BOOTS SHALL BE USED IN MANHOLES WHERE PIPELINES ENTER AND LEAVE THE MANHOLE.

14. SEWER SERVICE LINES SHALL BE ISPWC TYPE "A" OR "B" AND CONSTRUCTED AND MARKED PER ISPWC DRAWING SD-511A. SERVICES SHALL NOT BE DEEPER THAN 5 FEET AT THE PROPERTY LINE, UNLESS SPECIFICALLY APPROVED BY THE CITY. SERVICES SHALL EXTEND HORIZONTALLY 10 FEET BEYOND THE PROPERTY LINE. SERVICE LINES SHALL INCLUDE AN INSPECTION CLEANOUT PLACED DIRECTLY ADJACENT TO AND INSIDE PUBLIC STREET RIGHT-OFWAY OR THE SEWER EASEMENT LINE. THE CLEANOUT SHALL CONFORM TO SD-506A & SD506B (BOLT DOWN COVER OPTION) WITH THE RISER BEING THE SAME SIZE AS THE SERVICE LINE.

15. SERVICE LINE CONNECTIONS TO NEW MAINLINES SHALL USE A FULL-SERVICE TEE. SERVICE LINE CONNECTIONS TO EXISTING MAINLINES THAT ARE CONCRETE OR A CONCRETE DERIVATIVE SHALL USE A TAPPING SADDLE. SERVICE CONNECTIONS TO EXISTING MAINLINES THAT ARE NOT CONCRETE OR A CONCRETE DERIVATIVE SHALL USE AN INSERTA-TEE OR A PRIOR APPROVED EQUAL.

16. ALL SEWER MAINS AND SERVICES SHALL BE BEDDED PER THE REQUIREMENTS OF TYPE I BEDDING, EXCEPT THAT BEDDING MATERIAL SHALL BE SELECT ¾-INCH MAXIMUM CRUSHED GRAVEL CHIPS. ALL BEDDING SHALL BE THOROUGHLY SHOVEL-SLICED UNDER THE PIPE.

17. GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE TRENCH BOTTOM AT ALL TIMES DURING CONSTRUCTION. GROUNDWATER SHALL NOT BE PERMITTED TO ENTER THE PIPELINE SYSTEM DURING CONSTRUCTION. AS SOON AS POSSIBLE THE CONTRACTOR SHALL INSTALL A REMOVABLE WATERTIGHT PLUG IN THE NEW PIPELINE AT THE POINT OF CONNECTION TO THE EXISTING SEWER SYSTEM.

18. SEWERS SHALL BE CLEANED AND TESTED AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING. MATERIAL CLEANED FROM THE CONSTRUCTION SHALL NOT BE PERMITTED TO DISCHARGE TO THE DOWNSTREAM RECEIVING PIPELINE. ALL INSTALLED SEWER PIPES SHALL BE TESTED IN ACCORDANCE WITH DIVISION 500 OF THE ISPWC. A REPRESENTATIVE OF THE CITY MUST BE PRESENT MUST OBSERVE THE TESTING. MAINLINE PIPELINE TESTING SHALL INCLUDE AIR PRESSURE, DEFLECTION AND CLOSED-CIRCUIT TELEVISION (CCTV) VISUAL INSPECTION. SERVICE LINE TESTING SHALL INCLUDE AIR PRESSURE AND CLOSED-CIRCUIT TELEVISION (CCTV). THE CCTV REPORT SHALL BE IN THE FORM OF A VHS VIDEOTAPE OR DVD AND A WRITTEN LOG. MANHOLES SHALL BE VACUUM OR HYDROSTATICALLY TESTED FOR LEAKAGE. THE SEWER SYSTEM SHALL NOT ACCEPT ANY FLOWS UNTIL THE CITY ISSUES AN INITIAL ACCEPTANCE OF THE SYSTEM.

19. THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF AT LEAST A ONE-YEAR FOLLOWING THE CITY'S INITIAL ACCEPTANCE.

WATERLINE NOTES

20. ALL WATER MAINS SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO THE REQUIREMENTS OF AWWA C-900, CLASS 235, DR-18. ALL FITTINGS SHALL BE MECHANICAL JOINT OR FLANGED DUCTILE IRON CONFORMING TO THE REQUIREMENTS OF AWWA C-110. ALL PLASTIC PIPE SHALL BE INSTALLED WITH A #12 DIRECT BURIAL TRACER WIRE PLACED ALONG THE NORTH AND EAST SIDE OF THE MAIN. THE TRACER WIRE WILL NOT BE EXTENDED UP IN TO OR ALONG VALVE BOXES, BUT SHALL CONTINUE ALONG THE MAINLINE, UNINTERRUPTED. MINIMUM BURIAL DEPTHS FOR WATER MAINS SHALL BE 4 FEET FROM FINISH GRADE TO THE TOP OF THE PIPE.

21. INDIVIDUAL OR DUAL WATER SERVICE CONNECTIONS 1-INCH OR SMALLER SHALL BE POLYETHYLENE PIPE CONFORMING TO AWWA C-901, CLASS 200, DR-7.3. SERVICES SHALL BE CONSTRUCTED CONFORMING TO THE GARDEN CITY STANDARD DRAWING. SERVICE PIPELINES SHALL BE A MINIMUM 1-INCH, UNLESS OTHERWISE NOTED.

22. INDIVIDUAL WATER SERVICE CONNECTIONS LARGER THAN 1-INCH SHALL BE POLYETHYLENE PIPE CONFORMING TO AWWA C-901, CLASS 200, DR-7.3. SERVICES SHALL BE CONSTRUCTED CONFORMING TO THE ISPWC SD-402. SERVICE PIPELINES SHALL BE A MINIMUM 2-INCH, UNLESS OTHERWISE NOTED.

23. WATER VALVES SHALL BE RESILIENT-SEAT GATE VALVES CONFORMING TO AWWA C-509 OR AWWA C-515. ALL WATER VALVES SHALL BE INSTALLED WITH A STANDARD 5-1/4 INCH DIAMETER, TWO PIECE ADJUSTABLE CAST IRON VALVE BOX, TYLER/UNION SERIES 6855, OR EQUAL. THE CAST IRON COVER SHALL BE MARKED WITH THE WORD "WATER" AS AN INTEGRAL PART OF THE COVER.

24. FIRE HYDRANTS SHALL CONFORM TO AWWA C-502 AND ISPWC DRAWING SD-404. THE PUMPER NOZZLE OUTLET SHALL BE EQUIPPED WITH A "STORZ" ADAPTER.

25. ALL WATER MAINS AND SERVICES SHALL BE BEDDED PER THE REQUIREMENTS OF TYPE I BEDDING, EXCEPT THAT BEDDING MATERIAL SHALL BE SELECT ¾-INCH MAXIMUM CRUSHED GRAVEL CHIPS FOR WATER MAINS AND 3/8-INCH MAXIMUM CRUSHED GRAVEL CHIPS FOR SERVICE LINES. ALL BEDDING SHALL BE THOROUGHLY SHOVEL-SLICED UNDER THE PIPE.

26. ALL INSTALLED WATER LINES SHALL BE TESTED FOR LEAKAGE IN ACCORDANCE WITH SECTION 401.3.6 OF THE ISPWC FOLLOWING INSTALLATION OF ALL UTILITIES AND PRIOR TO PAVING. EACH METER SETTER SHALL BE OPENED TO BE SURE THAT THE SERVICE CORPORATION STOP IS OPEN AND THE SERVICE IS FUNCTIONAL PRIOR TO PAVING. A REPRESENTATIVE OF THE CITY MUST BE PRESENT MUST OBSERVE THE TESTING. ALL INSTALLED WATER LINES SHALL BE FLUSHED, DISINFECTED AND TESTED FOR BACTERIA IN ACCORDANCE WITH SECTION 401.3.9 OF THE ISPWC. THE WATER SYSTEM SHALL NOT BE OPENED TO THE CITY SYSTEM UNTIL THE CITY ISSUES AN INITIAL ACCEPTANCE OF THE SYSTEM.

27. THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF AT LEAST A ONE-YEAR FOLLOWING THE CITY'S INITIAL ACCEPTANCE.

DRAINAGE NOTES

28. ALL INSPECTIONS SHALL REQUIRE A 24-HOUR NOTICE PRIOR TO THE REQUESTED INSPECTION TIME. CALL THE INSPECTION HOT LINE AT 208-472-2920.

29. PRIOR TO ANY EARTHWORK A 24-HOUR NOTICE TO BEGIN CONSTRUCTION IS REQUIRED. CALL INSPECTION HOT LINE AT 208-472-2920.

30. DRAINAGE INSPECTIONS SHALL BE CONDUCTED AT ANY GIVEN TIME OR UPON REQUEST, DURING CONSTRUCTION, VERIFYING COMPLIANCE WITH THE CITY REQUIREMENTS AND CONSTRUCTION ACTIVITIES ARE FOLLOWED AS PER THE APPROVED PLANS.

31. ALL DRAINAGE CONSTRUCTION OBSERVATIONS MUST BE PERFORMED BY THE APPLICANT'S DESIGN ENGINEER. A) SUBMIT TO THE GARDEN CITY ENVIRONMENTAL DIVISION THE FOLLOWING DOCUMENTATION PRIOR SIGNATURE OF THE CITY ON A FINAL SUBDIVISION PLAT OR PRIOR TO THE FINAL INSPECTION FOR A CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST: I) THE DESIGN ENGINEER'S DRAINAGE CONSTRUCTION OBSERVATION REPORTS. II) A SIGNED, WRITTEN STATEMENT FROM THE DESIGN ENGINEER THAT ALL DRAINAGE STRUCTURES AND APPURTENANCES WERE CONSTRUCTED IN ACCORDANCE TO THE APPROVED PLANS.

32. THE DRAINAGE SYSTEM AND ANY FILTER FABRIC SHALL NOT BE COVERED PRIOR TO INSPECTION. CALL THE INSPECTION HOT LINE AT 208-472-2920.

33. THE SIZE AND LOCATION OF THE DRAINAGE SYSTEM SHALL CORRESPOND WITH THE APPROVED DRAINAGE SYSTEM PLAN AND SHALL BE INSPECTED.

34. FINAL INSPECTION OF THE STORM DRAINAGE SYSTEM SHALL BE CONDUCTED FOLLOWING THE PAVING AND FINAL LANDSCAPING.

35. ALL DRAINAGE CONVEYANCE ACCESS POINTS SHALL BE STENCILED OR MARKED WITH IDENTIFYING STATEMENT FOR THE PUBLIC "DO NOT DUMP – SYSTEM DRAINS TO GROUNDWATER" OR "RIVER", WHICHEVER IS RELEVANT TO THE SYSTEM DISPOSAL DESIGN.

36. TRAFFIC RATED MANHOLE LIDS SHALL BE USED.

37. ALL PARKING LOT GRADES SHALL BE AT LEAST 1% FOR ASPHALTIC-CONCRETE AND 0.4% FOR CONCRETE.

ROADWAY CONSTRUCTION NOTES

38. MANHOLE GRADE RINGS, CAST IRON RINGS AND COVERS SHALL BE PROVIDED BY THE SEWER CONTRACTOR. THE ROAD CONTRACTOR SHALL INSTALL THE SEWER GRADE RINGS, CAST IRON RINGS, COVERS AND CONCRETE COLLARS TO FINISH GRADE. WATER VALVE BOXES AND COVERS SHALL BE PROVIDED BY THE WATER CONTRACTOR. THE ROAD CONTRACTOR SHALL INSTALL THE WATER VALVE BOXES COVERS AND CONCRETE COLLARS TO FINISH GRADE.

PERMEABLE PAVER NOTES (WHEN APPLICABLE)

39. GARDEN CITY WILL NOT REPAIR PERMEABLE PAVER SURFACES OR THEIR BASE SECTIONS WHEN CITY INFRASTRUCTURE (WATER MAINS, WATER SERVICES, SEWER MAINS AND SEWER MANHOLES) IS LOCATED BENEATH THEM. THE CITY WILL MAINTAIN THE WATER/SEWER FACILITIES NOTED, BUT WILL NOT REPAIR THE STORM DRAIN FACILITIES ABOVE THEM. SAID REPAIR IS THE RESPONSIBILITY OF THE PRIVATE PARTY OWNING/OPERATING/MAINTAINING THE STORM DRAIN FACILITIES.

40. SANITARY SEWER SERVICES FROM THE CONNECTION TO THE MAINLINE TO THE POINT OF USE WILL BE PRIVATE UNDER PERMEABLE PAVERS. OWNERSHIP AND REPAIR OF SAID PRIVATE SERVICES WILL BE THE RESPONSIBILITY OF THE PRIVATE PARTY OWNING OPERATING AND MAINTAINING THE STORM DRAIN FACILITIES.

41. PERMEABLE PAVER OWNERSHIP/MAINTENANCE RESPONSIBILITIES SHALL BE STATED IN AN APPROPRIATE DOCUMENT (I.E. MAINTENANCE AGREEMENT, COVENANTS, CONDITIONS AND RESTRICTIONS, FINAL PLAT).

42. ALL WATER MAIN LINES UNDER AND WITHIN TEN (10) FEET OF PERMEABLE PAVERS SHALL BE DUCTILE IRON PIPE.

PROFESSIONAL ENGINEER REGISTERED 8036 STATE OF IDAHO CARL A. GEIGER

Focus Engineering
Civil-Geotechnical-Environmental-Structural
1440 S. Cole Road, Suite 104, Boise, Idaho 83709
(208) 395-1979 focusboise@gmail.com

©

PROJECT NO: 24778
DATE: 10-16-24
DESIGN BY: CAG
REVISION:

Foothills Functional Medicine
10178 W. Carlton Bay Drive
Garden City, Idaho

GARDEN CITY STANDARD CONSTRUCTION NOTES

10/16/24 – 9:21 am

C7.0

Fidelity National Title

ADA COUNTY RECORDER Christopher D. Rich BOISE IDAHO Pgs=2 BONNIE OBERBILLIG FIDELITY NATIONAL TITLE - BOISE	**2016-071380** **08/05/2016 11:52 AM** $13.00

Escrow No.: 34601600400-KY

WARRANTY DEED

FOR VALUE RECEIVED

S & M Investments, LLC, an Idaho limited liability company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

BC Holdings, L.L.C., an Idaho limited liability company

GRANTEE(S), whose current address is: **3886 Sage Creek Dr, Boise, ID 83714**

the following described real property in Ada County, Idaho, more particularly described as follows, to wit:

For APN/Parcel ID(s): R1292650120 and R1292650130

Lot 7 in Block 1 of Carlton Bay Subdivision, according to the official plat thereof, filed in Book 100 of Plats at Page(s) 12901 through 12905, records of Ada County, Idaho; and as amended by an Affidavit recorded March 1, 2010, as Instrument No. 110018434, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Fidelity National Title

Escrow No.: 34601600400-KY

WARRANTY DEED

FOR VALUE RECEIVED

S & M Investments, LLC, an Idaho limited liability company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

BC Holdings, L.L.C., an Idaho limited liability company

GRANTEE(S), whose current address is: **3886 Sage Creek Dr, Boise, ID 83714**

the following described real property in Ada County, Idaho, more particularly described as follows, to wit:

For APN/Parcel ID(s): R1292650120 and R1292650130

Lot 7 in Block 1 of Carlton Bay Subdivision, according to the official plat thereof, filed in Book 100 of Plats at Page(s) 12901 through 12905, records of Ada County, Idaho; and as amended by an Affidavit recorded March 1, 2010, as Instrument No. 110018434, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 5th day of August, 2016 .

S & M Investments, LLC

BY: _____
Sam G. Battaglia, Manager

BY: _____
Marisa A. Battaglia, Manager

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 5th day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Sam G. Battaglia and Marisa A. Battaglia, Managers, known or identified to me to be the persons whose names are subscribed to the within instrument, as the of S & M Investments, LLC, a LimitedLiabilityCompany and acknowledged to me that they executed the same as such .

Signature: _____
Name: Kimberly Lyon
Residing at: Meridian, ID
My Commission Expires: 6/15/2019

(SEAL)



This document provided courtesy of TitleOne

Bk 100 Pg 12901

FINAL PLAT SHOWING
CARLTON BAY SUBDIVISION
LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO

LEGEND

- FOUND BRASS CAP
- SET 5/8" IRON PIN WITH PLASTIC CAP PLS 4998
- SET 1/2" IRON PIN WITH PLASTIC CAP PLS 4998
- FND CONCRETE MONUMENT AS NOTED
- FOUND 5/8" REBAR
- CALCULATED POINT
- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- EASEMENT LINE
- EASEMENT LINE AS SHOWN ON PLAT, ACTUAL SIDEWALK EASEMENT LINE INSTR. NO. 107095656. SEE NOTE 13
- RIGHT-OF-WAY LINE

15/14 1/4 CORNER CP&F # 9264867

S 00°48'51" W 1319.49'

REAL POINT OF BEGINNING

W. STATE STREET (SH 44)

S 64°44'21" E 1366.25' S 64°23'49" E 370.45'

LITTLE UNION CANAL

N 00°39'51" E 559.47'

N. HORSESHOE BEND ROAD

S 00°48'51" W BASIS OF BEARING 2644.21'

SHEET 2

W. CARLTON BAY DR.

N. KHUSUT AVE.

SHEET 3

W. LAKELAND DR.

N 62°03'57" W 393.94'

PUBLIC RIGHT-OF-WAY EASEMENT INST.# 107092348

S 00°48'51" W 1320.90'

C&F # 103202857

C&F # 100087457

UNPLATTED R.O.S. #6358

S 89°12'23" E 2644.58'

SEE SHEET 4 OF 5 FOR CURVE TABLE AND LINE TABLE

SCALE IN FEET: 100 50 0 100 200 300

N. ELGER BAY AVE.

N 07°35'37" E 489.52'

N. MYSTIC COVE WAY

S 62°03'57" E 51.02'

S 00°48'51" W 489.04'

W. CULTIS BAY ST.

N 47°22'09" W 231.83'

N 58°03'33" W 523.75'

FOUND 3/4" REBAR IN 12"X12" CONCRETE MONUMENT WITH 2 1/2" X 7" STEEL WITNESS POST NO CAP

FOUND 1/2" STEEL ROD IN 12"X12" CONCRETE MONUMENT WITH 2 1/2" X 7" STEEL WITNESS POST NO CAP

N 31°24'11" W 141.93'

N 89°12'23" W 2644.66' 377.40'

LAKELAND VILLAGE NO.1 BOOK 79 PAGE 8511

LAKELAND VILLAGE NO.3 BOOK 84 PAGE 9372

1/4 CORNER 1260.94'23"

UNPLATTED

NOTES:

1. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE, GARDEN CITY STREET LIGHT AND IRRIGATION EASEMENT (10') TEN FEET IN WIDTH IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC STREETS.

2. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (10') TEN FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL REAR LOT LINES ADJACENT TO THE SUBDIVISION BOUNDARY.

3. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED AND EXCEPT LOTS 5 THROUGH 21, BLOCK 2 AND LOTS 2 THROUGH 20, BLOCK 3, WHICH HAVE NO SIDE YARD EASEMENTS, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (5') FIVE FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES AND REAR LOT LINES NOT ADJACENT TO THE SUBDIVISION BOUNDARY.

4. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF GARDEN CITY AT THE TIME OF ISSUANCE OF BUILDING PERMITS.

5. IRRIGATION WATER HAS BEEN PROVIDED FROM THE NEW UNION DITCH COMPANY LIMITED, IN COMPLIANCE WITH IDAHO CODE 31-3805(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE NEW UNION DITCH COMPANY LIMITED.

6. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

7. LOT 1, BLOCK 1; LOTS 1, 4 AND 22, BLOCK 2; LOTS 1, 21, 41, 51 AND 61, BLOCK 3; LOTS 1, 10, AND 20, BLOCK 4 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE CARLTON BAY HOME OWNER'S ASSOCIATION AND ARE COVERED BY A BLANKET PUBLIC UTILITY AND PRESSURE IRRIGATION EASEMENT.

8. DIRECT LOT OR PARCEL ACCESS TO W. STATE STREET (STATE HIGHWAY 44) AND N. HORSESHOE BEND ROAD IS PROHIBITED.

9. LOT 1, BLOCK 1; SHALL BE COVERED BY A BLANKET EASEMENT IN FAVOR OF THE NEW UNION DITCH COMPANY LIMITED.

10. THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN OF THE BOISE RIVER. ALL BUILDING SHALL CONFORM WITH THE REQUIREMENTS OF FEMA AND GARDEN CITY CONCERNING SPECIAL FLOOD HAZARD ZONE CONSTRUCTION.

11. ALL CONSTRUCTION IN THE R-3 ZONE (LOTS 34 THRU 60, BLOCK 3; LOTS 4 THRU 37, BLOCK 4) SHALL BE SINGLE FAMILY DETACHED HOUSING UNITS UNLESS OTHERWISE APPROVED BY GARDEN CITY.

12. PORTIONS OF LOT 1, BLOCK 1; LOTS 1 AND 3, BLOCK 2; LOT 61, BLOCK 3 AND LOTS 1, 10 AND 20, BLOCK 4; ARE SERVIENT TO AND CONTAIN THE ADHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT No. 104086491, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ADHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

13. MULTIPLE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A SIDEWALK EASEMENT, INSTRUMENT NO. 107095656 ADJACENT TO THE PUBLIC STREETS AS SHOWN HEREON. SEE THE LEGEND OF THIS PLAT FOR CLARIFICATION OF THE LOCATION OF THIS EASEMENT IN RELATION TO THE RIGHT OF WAY.

14. THERE WILL BE A 30FD SIDE YARD SETBACK FOR LOTS 5 THROUGH 21, BLOCK 2 AND LOTS 2 THROUGH 20, BLOCK 3.

15. A SITE DEVELOPMENT AGREEMENT, GRANT OF EASEMENTS, IMPROVEMENTS MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT AGREEMENT, INSTRUMENT NO. 108113367 EXISTS FOR THE RELATIONSHIP AND RESPONSIBILITIES BETWEEN LOT 2, BLOCK 1 AND THE REMAINDER OF THIS SUBDIVISION

PROFESSIONAL LAND SURVEYOR 4998 STATE OF IDAHO MICHAEL E. WERKS 12/4/07

PAGE _____ BOOK _____

SHEET 1 OF 5

19164 PLT 12/03/07

DEVELOPER:
RED CLIFF DEVELOPMENT
MERIDIAN, IDAHO

ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

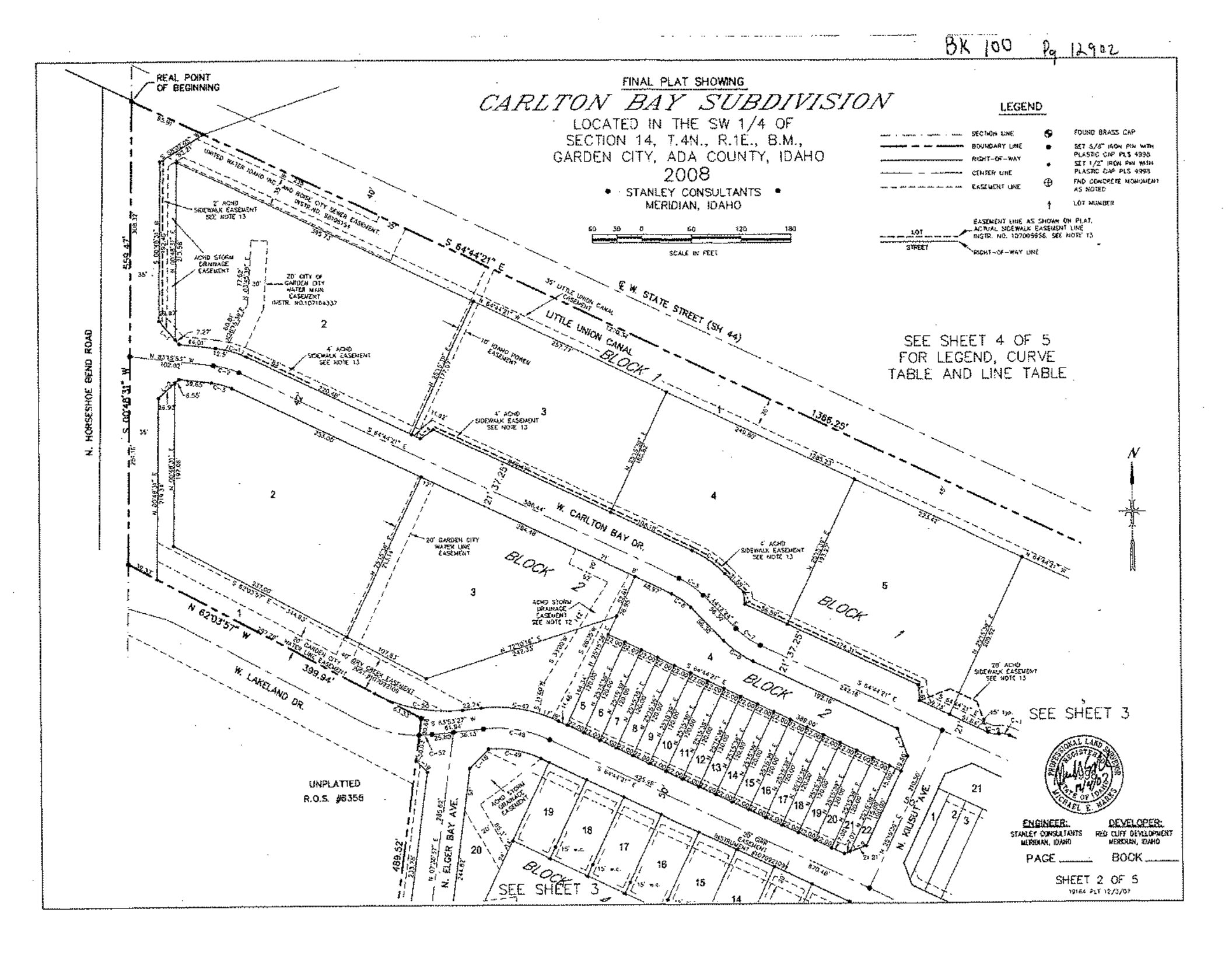
BK 100 Pg 12902

FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



LEGEND

- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY
- CENTER LINE
- EASEMENT LINE
- FOUND BRASS CAP
- SET 5/8" IRON PIN WITH PLASTIC CAP PLS 4998
- SET 1/2" IRON PIN WITH PLASTIC CAP PLS 4998
- FND CONCRETE MONUMENT AS NOTED
- LOT NUMBER
- EASEMENT LINE AS SHOWN ON PLAT, ACTUAL SIDEWALK EASEMENT LINE INSTR. NO. 107099556. SEE NOTE 13
- RIGHT-OF-WAY LINE

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO MICHAEL E. HARRIS 4998

ENGINEER:	DEVELOPER:
STANLEY CONSULTANTS MERIDIAN, IDAHO	RED CLIFF DEVELOPMENT MERIDIAN, IDAHO

PAGE _____ BOOK _____

SHEET 2 OF 5

19184 PLT 12/3/07

Bk 100 Pg 12903

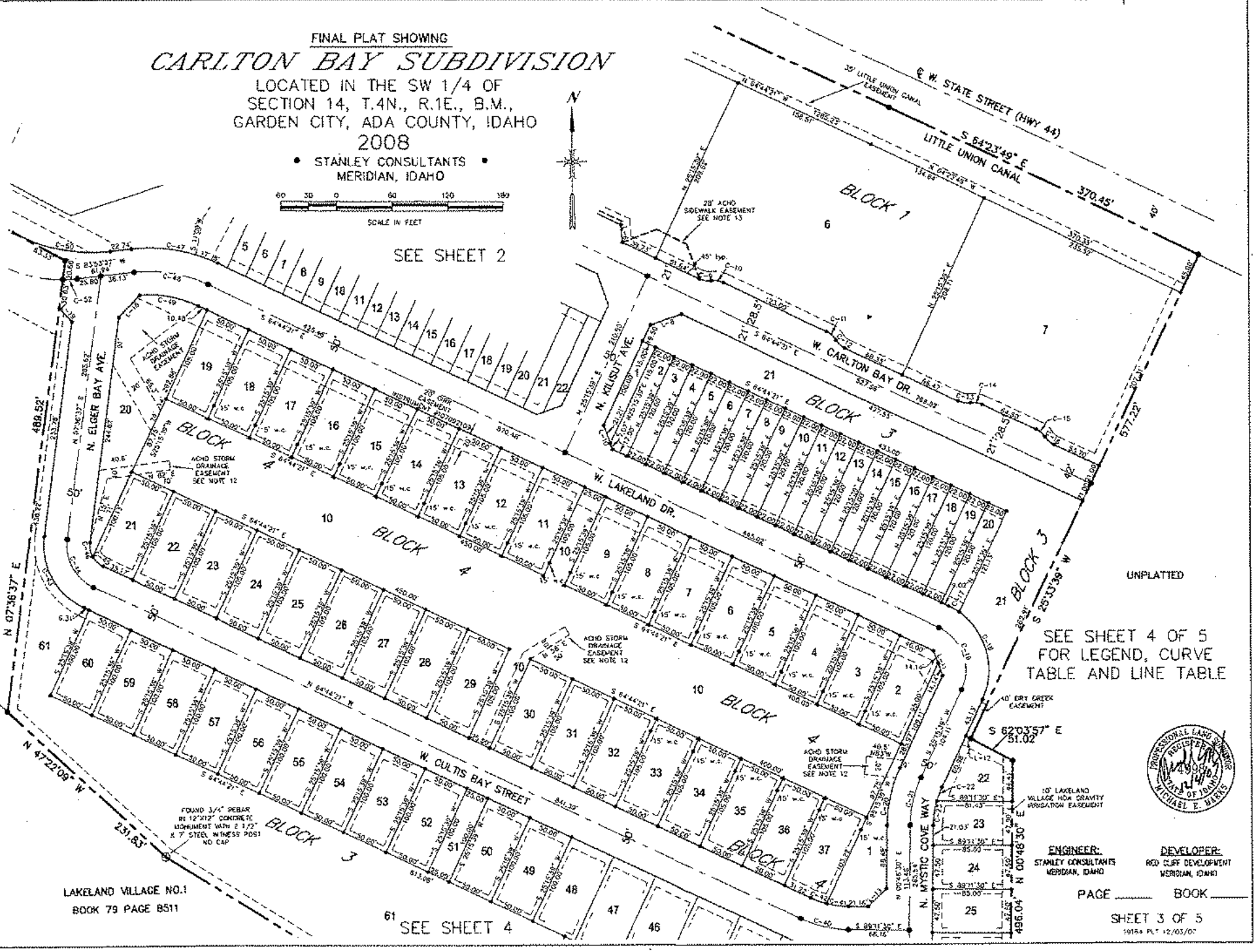
FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO

2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO MICHAEL E. HARRIS 12/4/07

ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

DEVELOPER:
RED CLIFF DEVELOPMENT
MERIDIAN, IDAHO

PAGE _____ BOOK _____

SHEET 3 OF 5

19184 PLT 12/03/07

Bk 100 Pg 12904

FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO

2008

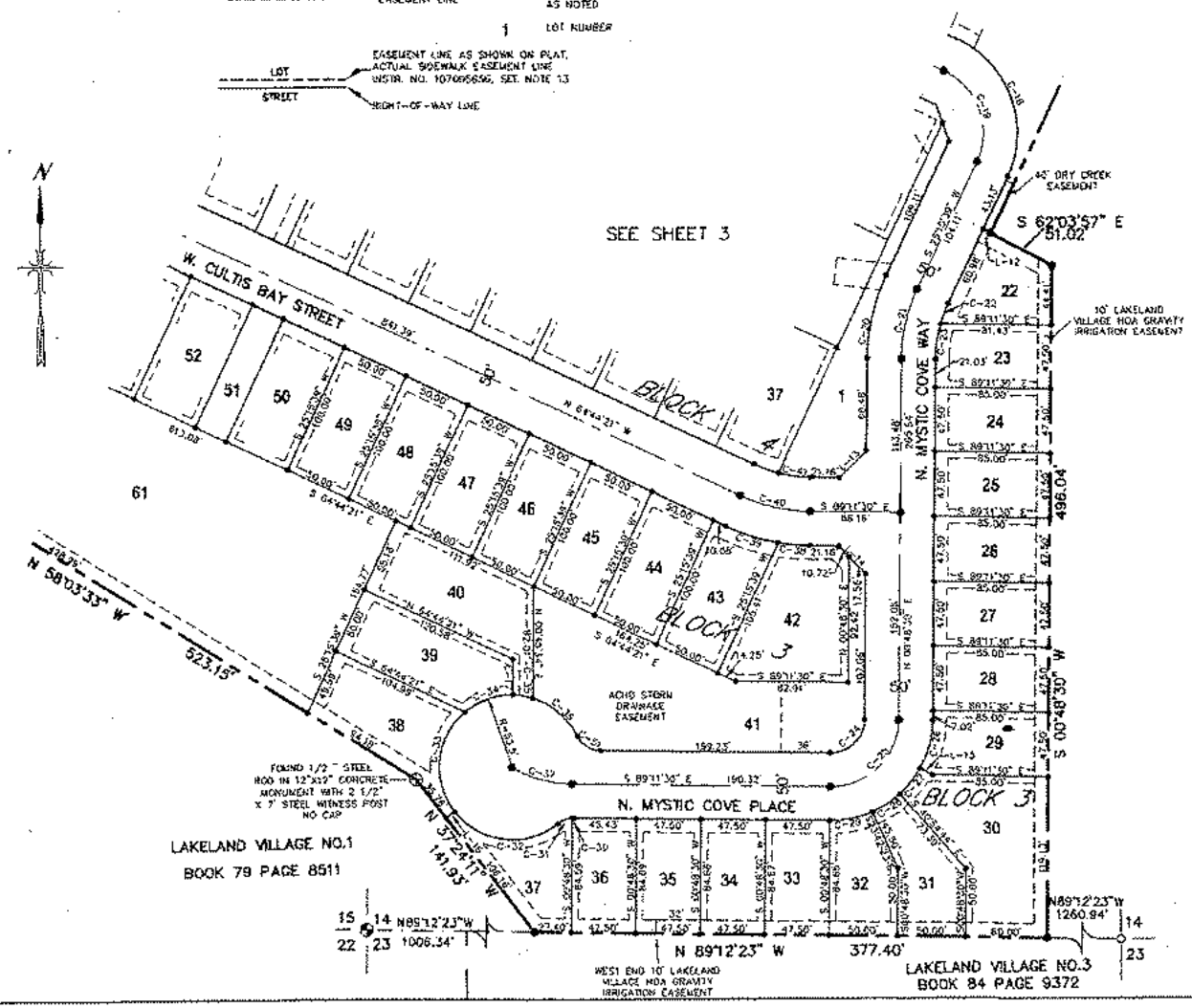
STANLEY CONSULTANTS
MERIDIAN, IDAHO

LEGEND

- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY
- CENTER LINE
- EASEMENT LINE
- FOUND BRASS CAP
- SET 5/8" IRON PIN WITH PLASTIC CAP PLS 4998
- SET 1/2" IRON PIN WITH PLASTIC CAP PLS 4998
- FND CONCRETE MONUMENT AS NOTED
- LOT NUMBER

LOT / STREET — EASEMENT LINE AS SHOWN ON PLAT. ACTUAL SIDEWALK EASEMENT LINE INSTR. NO. 107066656, SEE NOTE 13 — RIGHT-OF-WAY LINE

60 30 0 60 120 180
SCALE IN FEET



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C-1	39.12'	121.00'	18°31'31"	19.73'	N 74°00'07" W	38.95'
C-2	32.33'	100.00'	18°31'31"	16.31'	N 74°00'07" W	32.19'
C-3	25.54'	79.00'	18°31'31"	12.88'	N 74°00'07" W	25.43'
C-4	49.18'	137.25'	20°31'57"	24.86'	N 54°28'23" W	48.92'
C-5	35.64'	100.00'	20°31'57"	18.01'	N 54°28'23" W	35.64'
C-6	28.31'	79.00'	20°31'57"	14.31'	N 54°28'23" W	28.16'
C-7	35.64'	100.00'	20°24'55"	18.11'	S 54°28'23" E	35.64'
C-8	43.36'	121.00'	20°31'57"	21.92'	S 54°28'23" E	43.13'
C-9	13.32'	23.00'	33°10'48"	6.85'	S 81°19'45" E	13.13'
C-10	13.32'	23.00'	33°10'48"	6.85'	N 81°19'45" W	13.13'
C-11	13.32'	23.00'	33°10'48"	6.85'	N 48°08'57" W	13.13'
C-12	13.32'	23.00'	33°10'48"	6.85'	S 48°08'57" E	13.13'
C-13	13.47'	23.00'	33°33'29"	6.93'	S 81°31'06" E	13.28'
C-14	13.00'	23.00'	32°21'29"	6.70'	N 81°52'06" W	12.81'
C-15	12.77'	22.00'	33°15'29"	6.57'	N 47°48'32" W	12.59'
C-16	13.47'	23.00'	33°33'29"	6.93'	S 47°57'17" E	13.28'
C-17	13.04'	75.00'	9°57'46"	6.54'	N 59°55'26" W	13.02'
C-18	104.22'	75.00'	80°02'14"	62.97'	N 14°55'26" W	96.46'
C-19	78.54'	50.00'	90°00'00"	50.00'	N 19°46'21" W	70.71'
C-20	64.02'	150.00'	24°27'09"	32.50'	S 13°32'04" W	63.53'
C-21	55.35'	125.00'	24°27'09"	27.99'	S 13°32'04" W	54.94'
C-22	15.69'	100.00'	9°00'05"	7.85'	S 20°47'36" W	15.67'
C-23	26.79'	100.00'	15°21'04"	13.48'	S 08°30'07" W	26.71'
C-24	39.27'	25.00'	90°00'00"	25.00'	N 45°48'30" E	35.36'
C-25	78.54'	50.00'	90°00'00"	50.00'	N 45°48'30" E	70.71'
C-26	37.12'	75.00'	28°21'37"	18.95'	N 14°48'18" E	36.75'
C-27	24.39'	75.00'	18°37'59"	12.30'	N 38°29'08" E	24.28'
C-28	24.21'	75.00'	18°29'31"	12.21'	N 57°07'51" E	24.10'
C-29	32.08'	75.00'	24°30'53"	16.29'	N 78°33'03" E	31.85'
C-30	2.07'	50.00'	5°56'12"	1.04'	S 87°59'24" W	2.07'
C-31	11.73'	20.00'	33°36'58"	6.04'	S 68°31'48" W	11.57'
C-32	85.35'	53.50'	91°24'14"	54.83'	S 41°02'35" E	76.58'
C-33	81.57'	53.50'	87°21'10"	51.06'	S 06°20'09" W	73.89'
C-34	38.05'	53.50'	40°44'51"	19.87'	S 30°23'09" W	37.25'
C-35	15.09'	53.50'	16°16'50"	7.60'	N 81°55'57" W	15.15'
C-36	43.76'	53.50'	46°48'03"	23.15'	N 48°33'27" W	42.50'
C-37	46.43'	80.33'	29°76'56"	23.74'	S 75°26'05" E	45.90'
C-38	23.61'	150.00'	9°01'09"	11.83'	S 84°40'58" E	23.59'
C-39	40.40'	150.00'	15°26'00"	20.33'	S 72°27'23" E	40.28'
C-40	53.35'	125.00'	24°27'09"	27.09'	S 78°57'58" E	52.94'
C-41	23.79'	100.00'	13°37'46"	11.96'	S 83°23'33" E	23.73'
C-42	38.09'	100.00'	10°49'33"	9.47'	S 70°08'03" E	38.86'
C-43	54.71'	25.00'	71°20'58"	54.84'	S 28°13'52" E	68.54'
C-44	63.15'	50.00'	72°20'58"	36.58'	S 28°13'52" E	59.05'
C-45	15.88'	25.00'	36°23'08"	8.22'	S 46°32'47" E	15.61'
C-46	15.69'	25.00'	35°57'50"	8.11'	S 10°22'18" E	15.44'
C-47	95.81'	175.00'	31°22'12"	49.14'	N 80°25'27" W	94.62'
C-48	92.13'	150.00'	31°22'12"	47.12'	N 80°25'27" W	91.00'
C-49	65.25'	125.00'	29°54'27"	33.28'	N 79°41'35" W	64.51'
C-50	198.74'	183.00'	34°00'36"	56.01'	S 74°55'15" E	192.15'
C-51	22.00'	20.00'	63°03'05"	12.26'	S 52°40'28" E	20.91'
C-52	15.71'	150.00'	6°00'08"	7.86'	N 86°53'31" E	15.71'

LINE TABLE

LINE	LENGTH	BEARING
L-1	37.14'	S 41°13'41" E
L-2	33.48'	N 48°48'19" E
L-3	18.76'	N 85°15'39" E
L-5	16.61'	S 64°44'21" E
L-6	18.76'	S 64°44'21" E
L-7	15.36'	S 19°44'21" E
L-8	35.35'	N 20°15'39" E
L-9	28.28'	N 20°15'39" E
L-10	28.28'	S 19°44'21" E
L-11	28.28'	S 19°44'21" E
L-12	6.00'	S 62°03'32" E
L-13	28.28'	N 40°48'30" E
L-14	28.28'	S 49°11'30" E
L-15	10.23'	S 89°48'54" E
L-16	7.96'	N 52°39'34" E
L-17	36.06'	N 00°48'34" E
L-18	32.12'	N 44°11'15" E
L-19	19.71'	N 44°14'58" W

PROFESSIONAL LAND SURVEYOR — REGISTERED — STATE OF IDAHO — MICHAEL E. MARKS

ENGINEER: STANLEY CONSULTANTS MERIDIAN, IDAHO

DEVELOPER: RED CLIFF DEVELOPMENT MERIDIAN, IDAHO

PAGE _____ BOOK _____

SHEET 4 OF 5

19164 PLT 12/03/07

CARLTON BAY SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT S & R LAND DEVELOPMENT, LLC, AND HAWKINS COMPANIES LLC, BOTH LIMITED LIABILITY COMPANYS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334, (2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND GARDEN CITY HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 (WEST 1/4 CORNER) OF SECTION 14, T.4N., R.1E., B.M., THENCE S 00°48'31" W, 879.46 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION;

ALONG THE RIGHT OF WAY OF STATE STREET THE FOLLOWING:
THENCE S 64°44'21" E, 1366.25 FEET TO A POINT;
THENCE S 64°23'49" E, 370.45 FEET TO A POINT;
LEAVING THE RIGHT OF WAY OF STATE STREET;
THENCE S 25°33'39" W, 577.22 FEET TO A POINT;
THENCE S 62°03'57" E, 51.02 FEET TO A POINT;
THENCE S 00°48'30" W, 496.04 FEET TO A POINT;
THENCE N 89°12'25" W, 377.40 FEET TO A POINT ON THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION;
ALONG THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION THE FOLLOWING:
THENCE N 37°24'11" W, 141.93 FEET TO A POINT;
THENCE N 58°03'33" W, 523.15 FEET TO A POINT;
THENCE N 47°22'08" W, 231.83 FEET TO A POINT;
LEAVING THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION;
THENCE N 07°36'37" E, 489.52 FEET TO A POINT;
THENCE N 62°03'57" W, 398.94 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14;
THENCE N 00°48'31" E, 559.47 FEET ALONG SAID WEST LINE TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION, CONTAINING 34.62 ACRES, MORE OR LESS.

THE PUBLIC STREETS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 25th DAY OF April, 2007.

S & R LAND DEVELOPMENT, LLC
SHANNON ROBNETT
MEMBER

HAWKINS COMPANIES LLC
GARY R. HAWKINS
MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA) } S.S.

ON THIS 25th DAY OF April, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SHANNON ROBNETT, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF S & R LAND DEVELOPMENT, LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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.

DONALD L. WOODS NOTARY PUBLIC STATE OF IDAHO

Donald L Woods
NOTARY PUBLIC FOR Idaho
RESIDING IN Meridian
05-04-10
MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF IDAHO) } S.S.
COUNTY OF ADA)

ON THIS 7th DAY OF April, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY R. HAWKINS, KNOWN OR IDENTIFIED TO ME TO BE MANAGER OF HAWKINS COMPANIES LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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.

DENISE STARK NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR State of Idaho
RESIDING IN Ivans, Idaho
8-31-2011
MY COMMISSION EXPIRES

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

R.E.H.S. 4/25/07
CENTRAL DISTRICT HEALTH DEPARTMENT

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Jerry L. Hunter PLS 5359
COUNTY SURVEYOR
12-3-2007

ADA COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

I, MICHAEL E. MARKS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

MICHAEL E. MARKS P.L.S.

REGISTERED PROFESSIONAL LAND SURVEYOR 4998 STATE OF IDAHO MICHAEL E. MARKS

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

GARDEN CITY ENGINEER 8-2-07

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11th DAY OF July, 2007.

CHAIRMAN ACHD

ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF GARDEN CITY

I, THE UNDERSIGNED, CITY CLERK IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 5th DAY OF June, 2007 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Pamela J Thomason
GARDEN CITY CITY CLERK

CITY OF GARDEN CITY IDAHO SEAL

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Kenneth Bausch for Cecil Ingram
COUNTY TREASURER

1/2/08
DATE

ADA COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
COUNTY OF ADA) } S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF S & R Development AT 24 MINUTES PAST 11 O'CLOCK A M., ON THIS 3rd DAY OF January, 2008 IN BOOK 100 OF PLATS AT PAGES 12901 THROUGH 12905, INSTRUMENT NO. 108000583

J David Navarro
EX-OFFICIO RECORDER

Deputy

32.00
FEE

D:\19154\dgn-Sheets-5-of-5.dgn-TP Apr 18, 2007 - 5:34pm

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 135.00 45
BOISE IDAHO 03/03/08 04:33 PM
DEPUTY Patti Thompson
RECORDED-REQUEST OF
Transnation Title
108025088

5

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CARLTON BAY SUBDIVISION

THIS DECLARATION is made effective as of March 3, 2008, by Carlton Bay, LLC, an Idaho limited liability company (Declarant or Grantor).

ARTICLE 1: RECITALS

1.1 Declarant is the owner of all of the real property located in the City of Garden City, County of Ada, State of Idaho, described in the attached Exhibit A (the Property).

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively Restrictions) that apply to a Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, 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 of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, and each grantee or Owner, and such grantees or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City.

ARTICLE III: DEFINITIONS

3.1 Architectural Committee shall mean the committee created by the Grantor or an Association pursuant to Article X hereof.

3.2 Articles shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.3 Assessments shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of any Association as further defined in this Declaration.

3.4 Association shall mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the Carlton Bay Subdivision Homeowners Association, Inc., or any similar name which fairly reflects its purpose.

3.5 Association Rules shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

3.6 Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association indicated in Section 3.5.

3.7 Building Lot shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.8 Bylaws shall mean the Bylaws of the Association indicated in Section 3.5.

3.9 Commercial Association shall mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration for Commercial Lot(s). Grantor shall have the power, in its discretion, to name the Association the Carlton Bay Owners Association, Inc., or any similar name which fairly reflects its purpose.

3.10 Commercial Association Rules shall mean those rules and regulations promulgated by a Commercial Association governing conduct upon and use of the Commercial Property under the jurisdiction or control of a Commercial Association, the imposition of fines and forfeitures for violation of Commercial Association Rules and regulations, and procedural matters for use in the conduct of business of a Commercial Association.

3.11 Commercial Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Commercial Association indicated in Section 3.10.

3.12 Commercial Bylaws shall mean the Bylaws of the Commercial Association indicated in Section 3.10.

3.13 Commercial Property shall mean the real property described in Exhibit B, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Grantors sole discretion, such additional property in addition to that described in Exhibit B as may be annexed by means of Supplemental Declaration as provided herein.

3.14 Common Area shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Carlton Bay Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and waterways. The Common Area may be established from time to time by Grantor on a portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

3.15 Declaration shall mean this Declaration as it may be amended from time to time.

3.16 Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.

3.17 Grantor shall mean Carlton Bay, LLC, an Idaho limited liability company, and its successors in interest, or affiliates of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor. An affiliate shall mean any entity with some form of common ownership interest with the Grantor or partners of the Grantor.

3.18 Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

3.19 Landscape Easements shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Sections 5.5.2.3 and 12.7 of this Declaration.

3.20 Limited Assessment shall mean a charge against a particular Owner and such Owners Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including interest thereon as provided in this Declaration or a Supplemental Declaration.

3.21 Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.22 Owner shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.23 Carlton Bay Subdivision shall mean the Property.

3.24 Person shall mean any individual, partnership, corporation, or other legal entity.

3.25 Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.26 Property shall mean the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of Supplemental Declaration as provided herein.

3.27 Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

3.28 Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.29 Supplemental Declaration shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

3.30 Waterway shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. With the exception of all Commercial Property, (i) the minimum structure size in Carlton Bay Subdivision for Lots 22 through 36, on Block 3 shall be One Thousand Two Hundred (1,200) square feet exclusive of garage on the main floor, and if it is a two story building it shall be One Thousand Six Hundred (1,600) Square Feet, with a minimum of One Thousand (1,000) square feet on the main floor, (ii) the minimum structure size in Carlton Bay Subdivision for Lots 38 through 40, 42 through 50, 52 through 60 on Block 3, and Lots 2 through 9, 11 through 19, 21 through 37, on Block 4 shall be One Thousand Four Hundred (1,400) square feet exclusive of garage on the main floor, and if it is a two story building it shall be One Thousand Eight Hundred (1,800) Square Feet, with a minimum of One Thousand (1,000) square feet on the main floor. This criteria shall apply to all phases.

4.1.2 Approved Roofing Materials. All Improvements with a roof and all roofing materials shall be reviewed by the Architectural Committee in accordance with Section 4.1.2.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to

control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Property in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or applicable Architectural Committee, whichever is more restrictive.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, tennis courts, shall not be allowed in the backyard of any Building Lot. No metal Improvements are allowed.

4.1.5 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee of concrete or other hard surface materials, shall be properly graded to assure proper drainage and there shall be no interference or other restriction of the free right of passage of the Owners, their agents, servants, tenants, guests, and employees over driveways or passages leading to garages.

4.1.6 Mailboxes. All initial mailboxes and stands shall be provided by Grantor and will be of consistent design, material, and coloration and shall be located on or adjoining Building Lot lines at places designated by Grantor or the Architectural Committee. Any replacement mailboxes and/or stands must be provided by the Owner of the Lot and be of consistent design, material, and coloration, and may not be relocated from the initial location without the prior written approval of the Architectural Committee.

4.1.7 Fencing. Fence designs shall not extend into any Common Areas within the subdivision. All fencing and boundary walls constructed on any Building Lot shall be as approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. All fencing must meet the setback requirements of Garden City ordinance. Certain entryway, corner, and view lots are restricted from fencing.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the applicable Architectural Committee. Lighting shall be restrained in design, and excessive

brightness shall be avoided. Only down lighting shall be allowed at the back of the Building Lot or in the backyard.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to said Architectural Committee. No satellite dishes shall be allowed on the Property; provided, however, that small dishes of approximately three (3) feet or less diameter may be placed in an appropriate portion of a Lot not visible from the street if allowed by the Architectural Committee, and subject to all terms and conditions, including screening, which may be imposed in the sole discretion of the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee or Association, and Garden City if otherwise so required, except:

(A) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots;

(B) temporary signs naming the contractors, the architect, and the lending institution for particular construction operation;

(C) such signs identifying subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and,

(D) one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease

All signage, including signage for the exceptions listed as (A)-(D), must be done in accordance with the Association signage format. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association. House numbering shall be in accordance with the city requirements and approved by the Architectural Committee.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall

be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Garden City Code, as amended from time to time, 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 to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance: Owners Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right, but in no event is required, to correct such condition, and to enter upon such Owners Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Further, no unapproved Improvement, including trees and landscaping, shall be located within five (5) feet of any easement. In the event that any Owner shall permit any unapproved Improvement, including trees and landscaping, within five (5) feet of any easement, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right, but in no event is required, to correct such condition, and to enter upon such Owners Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore. In the event such amounts are not paid when due, such cost shall be a limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration, or the amounts due may, at the option of the Board of the Association, be added to the amounts payable by such Owner as Regular Assessments. The Owner of the offending property shall be personally liable, and such Owners property may be subject to a mechanics' lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner, with the exception of the Owner of the offending property, shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, established drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from the Common Area over any Building Lot in the Property.

4.9 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Garden City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of the Ada County Highway District, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided herein, as may be applicable.

4.10 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board of the Association and all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

4.11 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.12 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.13 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.14 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee, provided motor homes, campers, trailers, boats, and other recreational vehicles may be temporarily parked unenclosed for a maximum of forty-eight (48) hours. To the extent possible, garage doors shall remain closed at all times.

4.15 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Garden City Sewer System and pay all charges assessed therefore.

4.16 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth. This paragraph 4.16 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.17 Energy Devices. Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.17 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.18 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Carlton Bay Subdivision. No on-street parking shall be permitted in no parking zones. All parking shall be in accordance with section 4.14 and the requirements of Ada County. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure.

4.19 Animals/Pets. No animals, birds, insects, pigeons, poultry, or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. The paragraph 4.19 does not apply to the keeping of up to two (2) domesticated dogs or two (2) domesticated cats in any combination provided the total of such domesticated dogs and domesticated cats shall in no event exceed two, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Carlton Bay Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board of the Association's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the rear Building Lot line, shall not be placed in any front or side yard of a Building Lot, and shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot. Notwithstanding the foregoing, nothing herein shall prevent the possession by an Owner, Occupant, Licensee, Tenant, or Invitee of a dog which has been trained and is used for the purpose of a seeing eye or guide dog for the blind.

4.20 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the

Architectural Committee. All landscaping shall be planted within thirty (30) days after said dwelling structure is completed, weather permitting. The initial front landscaping shall include as a minimum, sod in the front and side yards with trees, shrubs, plants, and flowers as dictated by the Architectural Committee. If Grantor or an affiliate of Grantor constructs the dwelling structure, only the front yard of the Building Lot is required to be landscaped within thirty (30) days of substantial completion of the dwelling structure. The Owner is then responsible for completing the balance of the Building Lot landscaping within ninety (90) days after the Building Lot is conveyed to the first Owner of the Building Lot. Additionally, Grantor may grant extensions of the landscaping deadlines to any party for up to ninety (90) days. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. No trees shall be located within five (5) feet of any Building Lot line and no portion of the tree shall cross the plane of the Building lot line. All landscaped Common Areas other than riparian vegetation shall be irrigated by an underground sprinkler system.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot.

4.21 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantors business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices for lots and homes within the Carlton Bay Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantors interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.22 Conveyances to and from Municipalities. The Board of the Association shall have the power to convey any portion of the Common Area in Carlton Bay Subdivision to the City of Garden City, the County of Ada, Ada County Highway District, the State of Idaho, the United States of America,

or any political subdivision thereof. The Board of the Association shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

4.23 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in said Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association.

4.24 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term Commence the construction, as used in this paragraph 4.24, shall require actual physical construction activities upon such dwelling structure upon such Building Lot. In the event such Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantors option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less any amount equivalent to ten (10) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed reconveying said Building Lot, free and clear of all liens, which deed shall be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.25 Commercial Property Specifications. Declarant shall establish a separate Commercial Association, Commercial Association Rules, Commercial Board, Commercial Bylaws, and restrictive covenants to manage the Commercial Property.

ARTICLE V: Carlton Bay Subdivision Homeowner's Association

5.1 Organization of Carlton Bay Subdivision Homeowner's Association. Carlton Bay Subdivision Homeowner's Association (Association) shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Property.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the

transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to six (6) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the building lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors (Board) and such Owners as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general non-profit corporation laws of the state of Idaho subject only to such limitations

upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Declarations other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board of the Association such rules and regulations as the Association deems reasonable, including any rules or regulations related in any way to the Architectural Committee. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building

constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and,

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the execution and recording of this Declaration on behalf of Grantor who are being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and Landscape Easement areas (as defined in Section 3.13), including the repair and replacement of property damaged or destroyed by casualty loss. Specifically, the Association shall, at Grantors sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association. Such properties may

include those lands intended for open space uses and which may be referred to as non-buildable lots per the Plat. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the Subdivision. The operation and maintenance of the storm water facilities contained within the Common Areas of the Carlton Bay Subdivision shall be governed by the operation and maintenance manual of storm drainage system in Carlton Bay Subdivision, which manual may only be modified by the Association with the written approval of ACHD.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the state of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Carlton Bay Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the state of Idaho, and maintain in effect any insurance policy the Board of the Association deems necessary or advisable, including, without limitation, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "all risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable

replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board of the Association, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows:

> Not less than One Million Dollars and No Cents ($1,000,000.00) per person, and Two Million Dollars and No Cents ($2,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents ($1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors and officers liability insurance with a limit of at least Five Hundred Thousand Dollars and No Cents ($500,000.00).

5.5.2.6.4 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 Board of 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.

5.5.2.6.5 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owners interests in such proceeds and to deal therewith.

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

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board of the Association shall deem advisable.

5.5.2.8 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

5.5.2.9 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.5.2.11 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Garden City consents to such waiver.

5.5.2.12 Irrigation Assessments and Escrow Account. Collect and deposit all irrigation assessments in an interest bearing escrow account held by LandAmerica Transnation Title Company, Banner Bank Building, 950 W Bannock, Suite 250, Boise, ID 83702, Phone: 208-342-2222, Fax: 208-388-0615 or other similar escrow company which is mutually chosen by the Dry Creek Irrigation District and the Association. The initial assessment shall be $300.00 per lot and shall be collected upon the sale of the lot by Declarant. The escrow account shall maintain a minimum balance of $30,000.00. The Association will be responsible to coordinate with New Dry Creek Ditch Company, Limited and New Dry Creek Ditch Company, Limited will contact, contract, and supervise any necessary contractor or other party for any and all repairs, excluding standard maintenance repairs. After agreement of the repairs, New Dry Creek Ditch Company, Limited and the Association will be responsible for payment from the escrow account for all costs and expenses of such repairs exceeding $500.00. In the event the cost and expense of repairs reduces the escrow account, the Association shall have eighteen (18) months to assess and collect from all Owners Special Assessments as provided in Section 7.3 to again obtain the minimum balance in the escrow account for irrigation repairs. The Association shall provide New Dry Creek Ditch Company, Limited with an annual statement showing the balance of the escrow account. Any amount removed from the account requires the signature of both, the Association President, and the New Dry Creek Ditch Company, Limited President.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, however, that such meeting shall occur no later than November 1 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days, nor more than thirty (30) days, before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board of the Association. The presence at any meeting in person of the Class B Member, where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an

instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways.

6.1.5 The right of the Association to protect wildlife habitat.

6.2 ACHD Storm Water Drainage System. Pursuant to note 12 of the Plat as it relates to property drainage and grants an easement for Building Lot 1, Block 1, Building Lot 1, Block 2, Building Lot 61, Block 3, Building Lots 1, 10, and 20 Block 4, Common Areas, such Common Areas are servient to and contain the ACHD storm water drainage system in those areas noted on the Plat. These areas are dedicated to ACHD pursuant to Section 40-2302 Idaho Code and shall remain free of all encroachments and obstructions (including but not limited to fences, trees, and related landscaping items) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.2.1 Notwithstanding the Association is obligated to maintain the Common Area and facilities contained therein, it is hereby provided that Ada County Highway District ("ACHD") may elect to maintain any part or facility of the Common Area should the Association fail to maintain the Common Area. In the event that ACHD determines, in its sole reasonable discretion, that the Association is not adequately maintaining the Common Area, ACHD shall, before undertaking maintenance of the Common Area, provide written notice of its intention to begin maintenance of the Common Area within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event the Association shall fail to commence and conclude maintenance of the Common Area to the extent such items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in such event, ACHD may begin to undertake maintenance of the Common Area.

6.2.2 If the Association fails to maintain the Common Area, ACHD is hereby granted a license to enter upon any portion of the Common Area to perform necessary inspection and maintenance. Should ACHD engage in maintenance of the Common Area after having provided notice to the Association and having provided the Association an opportunity to undertake such maintenance, ACHD shall be entitled to and empowered to file a ratable lien against Building Lots in Carlton Bay Subdivision with power of sale to secure payment of the costs in connection with such maintenance. Any section of this Declaration making reference to ACHD or the manual referenced in Section 5.5.2.1 shall not be amended without prior review and written approval from ACHD.

6.3 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.4 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owners family in residence, and such Owners tenants or contract purchasers who reside on such Owners Building lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

6.5 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owners resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessments. All Owners, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board of the Association.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of

the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board of the Association shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Carlton Bay Subdivision for the purposes of the Association's Regular Assessment (Initiation Date). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board of the Association can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots in the applicable Property attributable to the Owner by the total number of Building Lots in such Property.

The Grantor shall pay the following:

7.2.3.2 Up until two (2) years following the date of the sale of a Building Lot in the Property of the development, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association (Shortfall) for that Property of the development. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Carlton Bay Subdivision during the development of the Property. After two (2) years from the date of the first sale of a Building Lot in the Property, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining in the Property. This reduced assessment is in return for the Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorneys fees and/or litigation costs, other

professional fees, or for any other reason, the Board of the Association thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board of the Association shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for an Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board of the Association may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Members Building Lot or restricted Common Area into compliance with the provisions of the governing instruments for Carlton Bay Subdivision.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

7.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board of the Association. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owners Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs, and attorneys fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the Property, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees in addition to any other relief or remedy obtained against such Owner. The Board of the Association or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board of the Association may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on

such respective Building Lot upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special, or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board of the Association is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Members' Right of Inspection. The membership register, books of account and minutes of meetings of the Board of the Association and committee of an Association shall be made available for inspection and copying by any Member of the Association or by such Members duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Members interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board of the Association shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article IX.

9.3 Directors' Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within ten (10) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Carlton Bay Subdivision Architectural Committee (Architectural Committee). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of at least ten percent (10%) of the aggregate Building Lots, Grantor shall have the exclusive right to appoint and remove

all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board of the Association, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee 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 as from time to time shall be assigned to it by the Board of the Association, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board of the Association shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the state of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the state of Idaho, as provided above, or for such other purposes as established by the Board of the Association, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the state of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board of the Association.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article X, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee 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 particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board of the Association in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board of the Association shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board of the Association ruling unless the Board of the Association specifies a longer time as reasonable. If the Owner does not comply with Board of the Association ruling within such period, the Board of the Association, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board of the Association shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committees duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Grantor intends to develop the property described on Exhibit A and other properties and may, in Grantors sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Additional property may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or Association. The use and development of such property shall conform to all applicable land use regulations, as such regulations are modified by variances.

11.2 By Association. In addition to the provisions concerning annexations by Grantor specified in section 11.1 above, additional property may be created, subject to the same conditions, by the Association upon the exercise by Members of at least two-thirds percent (2/3%) of the votes of the Association.

11.3 Rights and Obligations of Owners of Annexed Property. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any property all provisions contained in the Declaration shall apply to the property in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such property shall be treated for all purposes as property as defined above. The Owners of lots located in the additional property shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within said additional property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such additional property.

11.4 Method of Annexation. The addition of a property to the Property authorized under sections 12.1 and 12.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the additional property, which shall be executed by Grantor or the Owner thereof and which shall annex such property to the Property. Thereupon each additional piece of property shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association established for the area encompassing such property. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the Owner thereof desirable to reflect the different character, if any, of the property, or as Grantor or such Owner may deem appropriate in the development of the property. If any property is created, the Association shall have the authority to levy Assessments against the Owners located within such additional property, and the Association shall have the duty to maintain additional Common Area located within the additional property if so specified in any Supplemental Declaration.

11.5 De-annexation. Grantor may delete all or a portion of the property described on Exhibit A, including previously annexed property, from the Property and from coverage of this Declaration and the jurisdiction of any Association so long as Grantor is the owner of all such additional property and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Ada County Recorder in the same manner as a Supplemental Declaration of annexation. Members other than Grantor as described above, shall not be entitled to de-annex all or any portion of additional property except on the favorable vote of seventy-five percent (75%) of all members of the Association and written approval of Grantor so long as Grantor owns any portion of the property described on Exhibit A.

ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed, or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs, and walkways. This easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the

property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a building Lot of Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the property, as appropriate, to the Property until close of escrow for the sale of the last Building lot in the property to a purchaser.

12.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Carlton Bay Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the

connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owners Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property (which in whole or in part lies upon a Building Lot owned) by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway Building Lot shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owners Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of the Association which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Landscape Easement. An easement is hereby reserved to each appropriate Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree, and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be

undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterways proximity to improved property abutting such Waterways. There shall be no swimming, row boats, canoes, rafts, paddle boats, or other activities in the Waterways or Waterway Easement. No docks are allowed on the Waterways or Waterway Easement. Owners may construct a stationary deck with a complete railing in, on, or adjacent to the Waterway and Waterway Easement, as approved by the Architectural Committee. Anyone caught planting game fish or other aquatic life in the Waterway shall be subject to a fine of up to $25,000.00 by the Homeowners Association. The Homeowners Association, Declarant, and Developers are not responsible in any way for conduct in or about the Waterway.

12.11 Sewer Covenants and Restrictions. All Lots within Carlton Bay Subdivision shall be subject to and restricted by the following covenants and restrictions:

12.11.1 A monthly sewer charge must be paid after connecting to the Garden City public sewer system, according to the ordinances and laws of Garden City.

12.11.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected the City's sewage system and building sewer is constructed or installed on or with Owners Lot.

12.11.3 The Grantor of this subdivision shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

12.12 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.13 Irrigation Easement. Grantor hereby reserves for the benefit of the Association and New Dry Creek Ditch Company, Limited, an easement for irrigation and irrigation related pipes, pumps, and other equipment necessary to the New Dry Creek Ditch Company, Limited, over, across, and under all Building Lots and Common Areas as identified on the Plat, to the extent reasonably required to inspect, repair, or maintain any equipment or materials located within such easement. Such inspection, repair, or maintenance may cause, but is not limited to, damage or destruction of improvements such as landscaping, driveways, and other improvements within the irrigation easement located on the Building Lot. Each Owner of a Building Lot understands and accepts, by purchase of such Building Lot, this easement and all rights, obligations, and assessments associated therewith. Each Owner agrees to hold

harmless New Dry Creek Ditch Company, Limited, for any and all actions regarding disturbance of the Owners landscaping. The Association shall be responsible for the repair and or replacement of any landscaping disturbed by any actions of the New Dry Creek Ditch Company, Limited.

More specifically no Owner of Lots 2 through 9 and 11 through 19, Block 4 shall excavate, place any structures, plant any trees, shrubs, or landscaping or perform any other construction or activity within or affecting New Dry Creek Ditch Company, Limited's easement, unless allowed pursuant to that certain License Agreement, recorded in the records of Ada County as Instrument No. 107092109 ("License Agreement"), without the prior written consent of New Dry Creek Ditch Company, Limited. New Dry Creek Ditch Company, Limited's easement includes a sufficient area of land to convey irrigation water, to operate, clean, maintain, and repair the ditch, and to access the ditch for those purposes. New Dry Creek Ditch Company, Limited's easement for the Dry Creek Canal, as defined in the License Agreement, shall be a minimum of 20 feet to either side of the centerline of the pipe. Declarant agrees to provide markers identifying the location of the easement and to notify future lot owners of the location of the easement.

ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2029, with the exception of those sections that relate to the New Dry Creek Ditch Company, Limited, which shall be perpetual, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Garden City, Ada County Highway District, and New Dry Creek Ditch Company, Limited such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

13.2 Amendment.

13.2.1 By Grantor. Except as provided in paragraph 13.3 below, until the recordation of the first deed to Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, amendment) or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular piece of property may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such property.

13.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XIII, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (75%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owners property which existed prior to the said amendment.

13.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lots shall remain subject to this Declaration, as amended.

13.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

13.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

13 5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

13.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

13.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the state of Idaho.

13.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

13.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

13.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

13.7 Successors and Assigns. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date first set forth above.

Carlton Bay, LLC
By: ~~Kari~~ Hirahara, Secretary of Folio, Inc., Managing Member of Carlton Bay, LLC

STATE OF IDAHO)
:ss
County of ADA)

On this 3rd day of March, 2008, before me Kathy Garten, personally appeared KARI HIRAHARA, known or identified to me (or proved to me on the oath of Kari Hirahara) to be the Secretary of FOLIO, INC., an Idaho corporation, MANAGING MEMBER OF CARLTON BAY, LLC, an Idaho limited liability company, 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.

KATHY GARTEN NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing at Meridian Idaho
My Commission Expires ~~September~~ 15, 2012

MY COMMISSION EXPIRES
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT A
REAL PROPERTY LEGAL DESCRIPTION

All Lots and Blocks in Carlton Bay Subdivision, according to the official plat thereof filed in Book 100 of Plats at Page(s) 12091 through 12095, records of Ada County Idaho;

Excepting therefrom Lots 2 through 7, Block 1, Lots 2, 3, 5 through 20, Block 2, and Lots 1 through 20, Block 3.

EXHIBIT B
COMMERCIAL PROPERTY LEGAL DESCRIPTION

Lots 2 through 7, Block 1 and Lots 2 and 3, Block 2 in Carlton Bay Subdivision, according to the official plat thereof filed in Book 100 of Plats at Page(s) 12091 through 12095, records of Ada County Idaho.

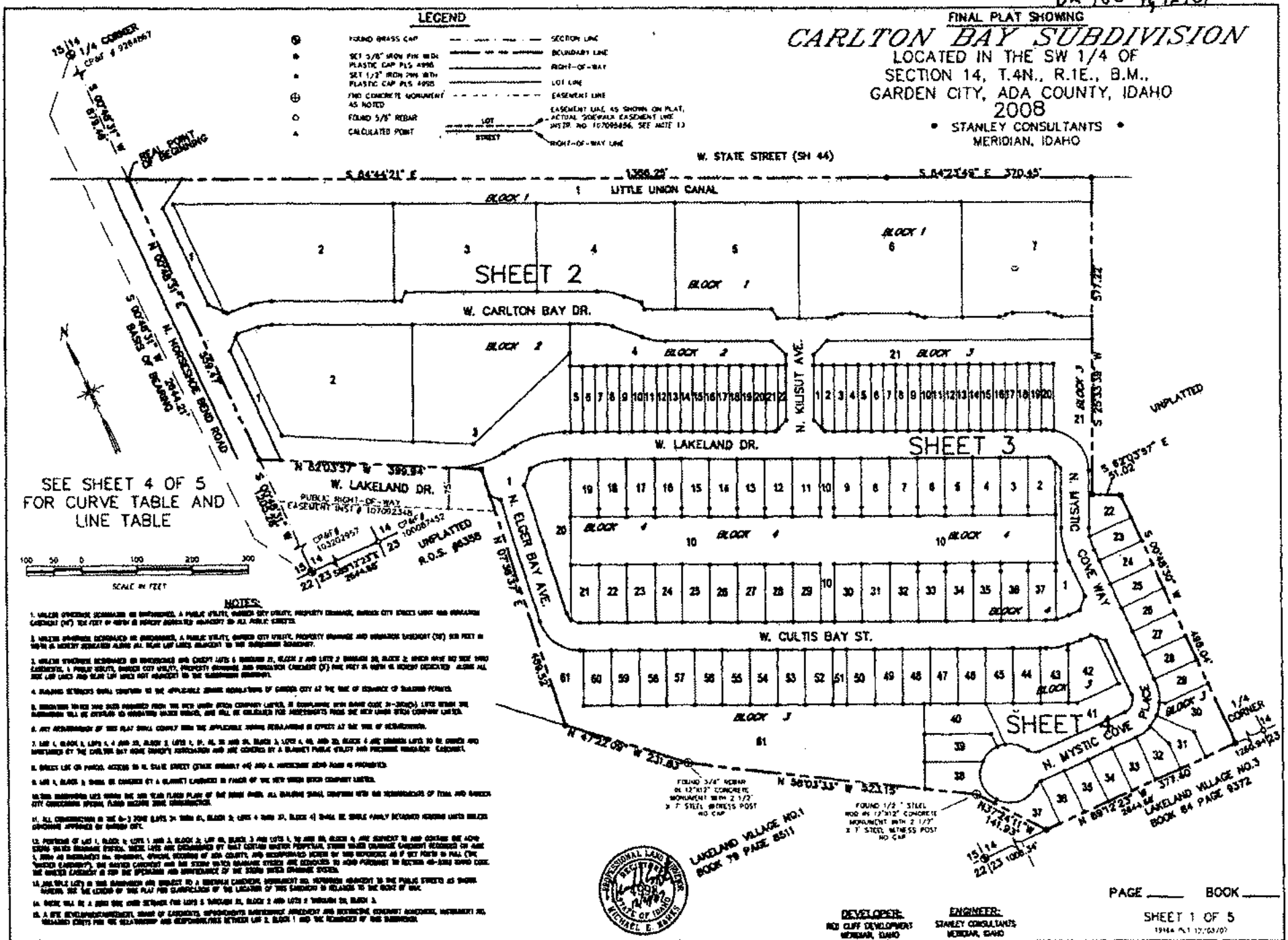
Bk 100 Pg 12901

FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



NOTES:

1. UNLESS OTHERWISE DESIGNATED ON ENCUMBERED, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE, GARDEN CITY STREET LIGHT AND IRRIGATION EASEMENT (NE) TEN FEET OF WIDTH IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC STREETS.

2. UNLESS OTHERWISE DESIGNATED ON ENCUMBERED, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (SE) SIX FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL REAR LOT LINES ADJACENT TO THE SUBDIVISION BOUNDARY.

3. UNLESS OTHERWISE DESIGNATED ON ENCUMBERED AND EXCEPT LOTS 6 THROUGH 21, BLOCK 2 AND LOTS 2 THROUGH 20, BLOCK 3, WHICH HAVE NO SIDE YARD EASEMENTS, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (SE) FIVE FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES AND REAR LOT LINES NOT ADJACENT TO THE SUBDIVISION BOUNDARY.

4. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF GARDEN CITY AT THE TIME OF ISSUANCE OF BUILDING PERMITS.

5. IRRIGATION WATER WAS NOT APPORTIONED FROM THE NEW UNION DITCH COMPANY LIMITED, IN COMPLIANCE WITH IDAHO CODE 31-3805(1), LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE NEW UNION DITCH COMPANY LIMITED.

6. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

7. LOT 1, BLOCK 3, LOTS 3, 4 AND 20, BLOCK 3, LOTS 1, 21, 22, 23 AND 24, BLOCK 3, LOTS 4, 40, AND 20, BLOCK 4 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE CARLTON BAY HOME OWNER'S ASSOCIATION AND ARE GOVERNED BY A BLANKET PUBLIC UTILITY AND PRESSURE IRRIGATION EASEMENT.

8. DIRECT USE OR PUBLIC ACCESS TO W. STATE STREET (STATE HIGHWAY 44) AND N. HORSESHOE BEND ROAD IS PROHIBITED.

9. LOT 1, BLOCK 3, SHALL BE CHARGED BY A BLANKET EASEMENT IN FAVOR OF THE NEW UNION DITCH COMPANY LIMITED.

10. THIS SUBDIVISION LIES WITHIN ZONE AE, AREA OF 100 YEAR FLOOD PLAIN OF THE BOISE RIVER. ALL BUILDING SHALL CONFORM WITH THE RECOMMENDATIONS OF FEMA AND GARDEN CITY CONCERNING SPECIAL FLOOD HAZARD ZONE CONSTRUCTION.

11. ALL CONSTRUCTION IN THE R-3 ZONE (LOTS 24 THRU 41, BLOCK 3; LOTS 4 THRU 20, BLOCK 4) SHALL BE SINGLE FAMILY DETACHED HOUSING UNITS UNLESS OTHERWISE APPROVED BY GARDEN CITY.

12. PORTIONS OF LOT 1, BLOCK 1; LOTS 1 AND 2, BLOCK 2; LOT 40, BLOCK 3 AND LOTS 1, 20 AND 39, BLOCK 4, ARE SUBJECT TO AND CONTAIN ONE ACRE STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY SAID CERTAIN WATER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED OF EVEN DATE HEREWITH AS INSTRUMENT NO. _____, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "WATER EASEMENT"). THE WATER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DESIGNED TO MEET REQUIREMENTS OF SECTION 46-1030 IDAHO CODE. THE WATER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

13. ANY TITLE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A SIDEWALK EASEMENT, HEREINAFTER SET, BETWEEN EASEMENT TO THE PUBLIC STREETS AS SHOWN HEREON. SEE THE LEGEND OF THIS PLAT FOR CLARIFICATION OF THE LOCATION OF THIS EASEMENT IN RELATION TO THE RIGHT OF WAY.

14. THERE SHALL BE A ZERO SIDE YARD SETBACK FOR LOTS 5 THROUGH 20, BLOCK 2 AND LOTS 2 THROUGH 20, BLOCK 3.

15. A SITE DEVELOPMENT AGREEMENT, GRANT OF EASEMENTS, IMPROVEMENTS MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT AGREEMENT, INSTRUMENT NO. _____, RECORDED CONCURRENTLY HEREWITH, SETS FORTH THE RELATIONSHIP AND RESPONSIBILITIES BETWEEN LOT 2, BLOCK 1 AND THE REMAINDER OF THIS SUBDIVISION.

PROFESSIONAL LAND SURVEYOR REGISTERED 4998 STATE OF IDAHO MICHAEL E. MARKEL

DEVELOPER:
RED CLIFF DEVELOPMENT
MERIDIAN, IDAHO

ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

PAGE ____ BOOK ____

SHEET 1 OF 5

19144 PLT 12/03/07

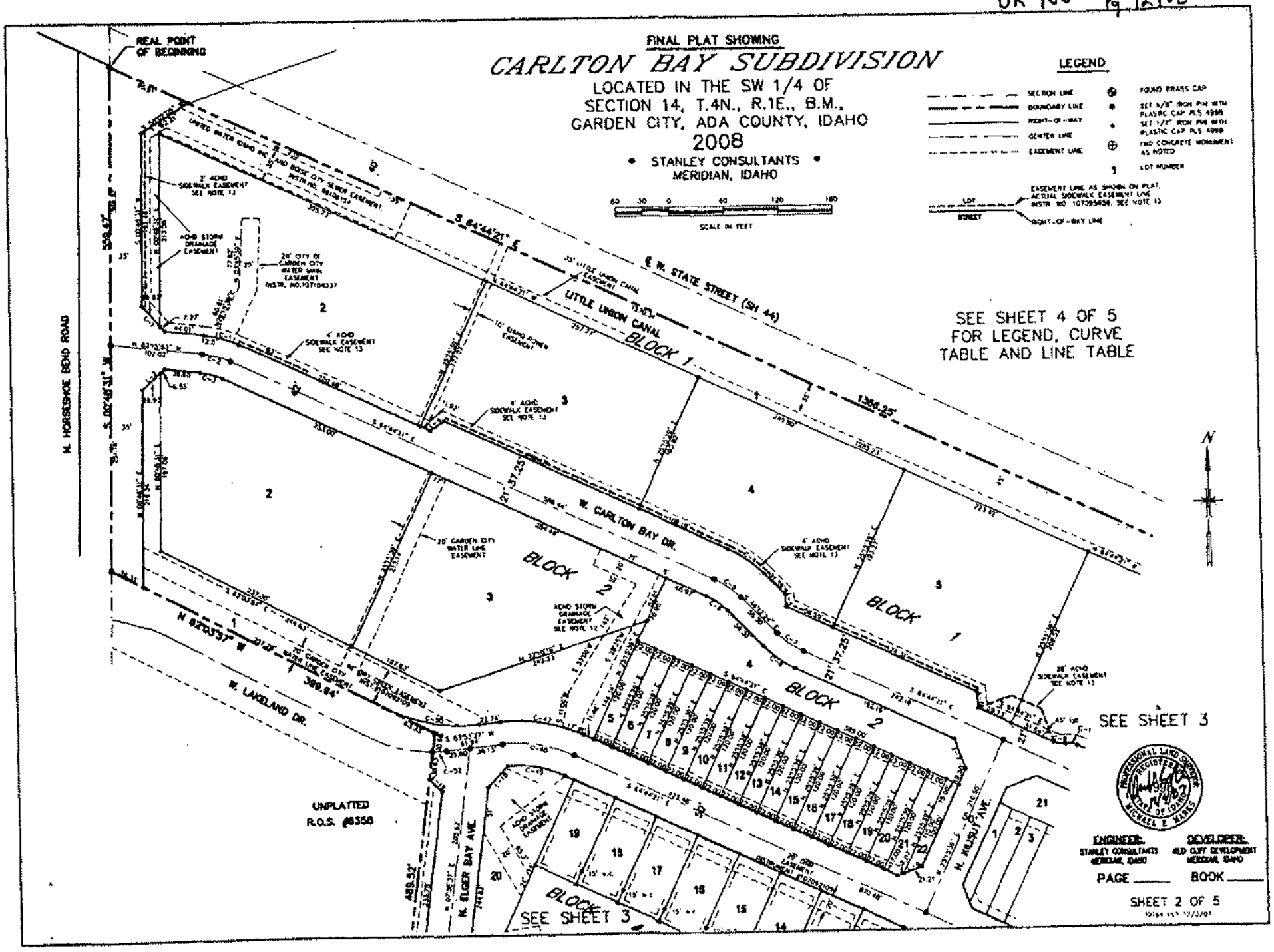
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FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

DEVELOPER:
HILD CUFF DEVELOPMENT
MERIDIAN, IDAHO

PAGE _____ BOOK _____

SHEET 2 OF 5

Bk 100 Pg 12903

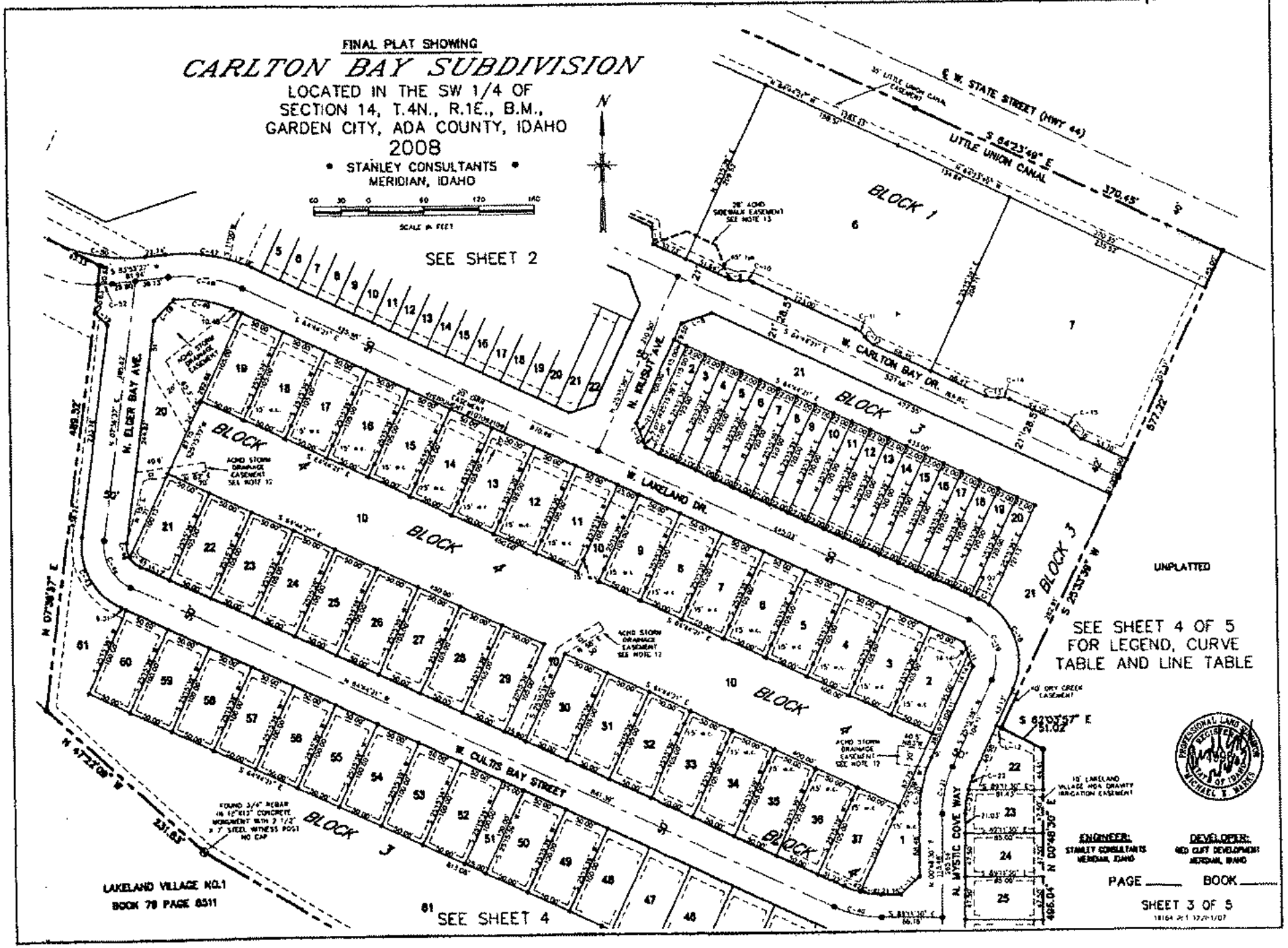
FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO

2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

DEVELOPER:
GEO CUT DEVELOPMENT
MERIDIAN, IDAHO

PAGE _____ BOOK _____

SHEET 3 OF 5

Bk 100 Pg 12904

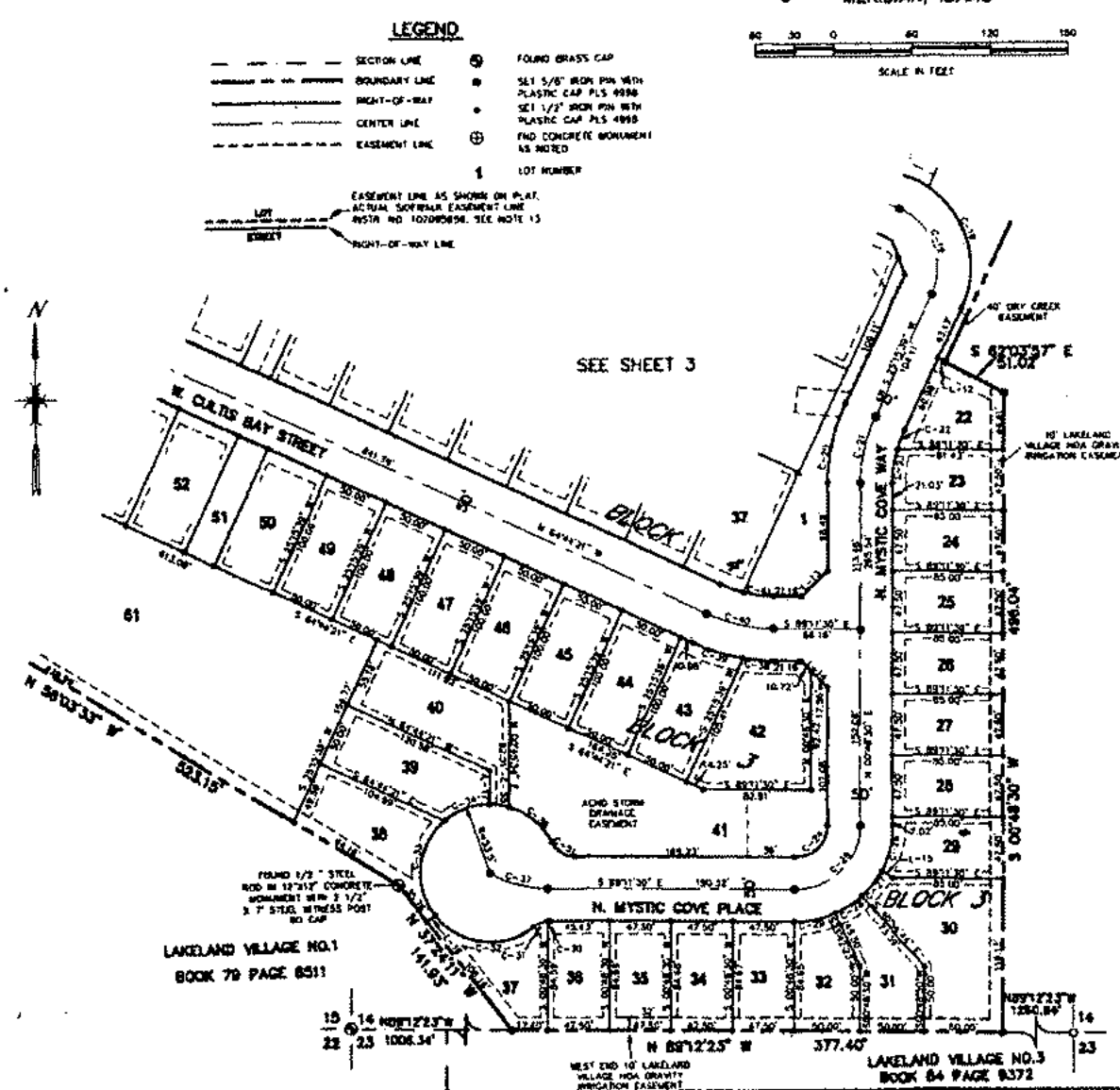
FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO

2008

STANLEY CONSULTANTS
MERIDIAN, IDAHO



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C-1	39.19'	125.00'	18°31'31"	19.77'	N 74°00'07" W	39.02'
C-2	32.34'	102.00'	18°31'31"	16.31'	N 74°00'07" W	32.19'
C-3	23.24'	78.00'	18°31'31"	11.84'	N 74°00'07" W	23.15'
C-4	49.19'	137.25'	20°31'57"	24.86'	N 74°28'23" W	48.92'
C-5	35.84'	100.00'	20°31'57"	18.11'	N 74°28'23" W	35.64'
C-6	29.31'	78.00'	20°31'57"	14.81'	N 74°28'23" W	29.15'
C-7	35.94'	100.00'	20°31'57"	18.11'	S 74°28'23" E	35.64'
C-8	43.36'	121.00'	20°31'57"	21.92'	S 74°28'23" E	43.13'
C-9	13.32'	23.00'	33°10'48"	6.85'	S 81°19'45" E	13.14'
C-10	13.32'	23.00'	33°10'48"	6.85'	N 81°19'45" W	13.13'
C-11	13.32'	23.00'	33°10'48"	6.85'	N 48°08'57" W	13.13'
C-12	13.32'	23.00'	33°10'48"	6.85'	S 48°08'57" E	13.13'
C-13	13.47'	23.00'	33°33'29"	6.93'	S 81°31'06" E	13.28'
C-14	13.00'	23.00'	32°21'28"	6.70'	N 81°27'08" W	12.81'
C-15	12.27'	23.00'	30°33'29"	6.37'	N 47°46'17" W	12.58'
C-16	13.47'	23.00'	33°33'29"	6.93'	S 47°13'12" E	13.28'
C-17	13.04'	75.00'	9°57'46"	6.54'	N 28°51'20" W	13.02'
C-18	294.77'	75.00'	225°12'14"	82.87'	N 14°45'28" W	95.46'
C-19	78.54'	50.00'	90°00'00"	50.00'	N 13°49'21" W	70.71'
C-20	84.82'	144.00'	33°44'57"	43.59'	S 13°31'04" W	83.63'
C-21	53.35'	125.00'	24°27'09"	27.08'	S 11°39'08" E	52.94'
C-22	15.80'	100.00'	9°03'05"	7.91'	S 20°42'36" W	15.89'
C-23	28.78'	100.00'	15°21'04"	13.58'	S 38°29'02" W	28.71'
C-24	38.27'	25.00'	87°42'00"	24.00'	N 43°49'30" E	34.66'
C-25	78.54'	50.00'	90°00'00"	50.00'	N 43°49'30" E	70.71'
C-26	32.12'	75.00'	24°32'27"	16.32'	N 34°53'16" E	31.88'
C-27	24.68'	75.00'	18°51'29"	12.30'	N 36°29'08" E	24.79'
C-28	24.21'	75.00'	18°29'31"	12.21'	N 57°04'11" E	24.10'
C-29	32.09'	75.00'	24°30'54"	16.28'	N 78°13'03" E	31.85'
C-30	7.07'	20.00'	20°14'12"	3.57'	S 87°56'24" W	7.03'
C-31	11.93'	20.00'	33°36'38"	6.04'	S 68°55'49" W	11.77'
C-32	85.35'	53.50'	91°24'14"	54.83'	S 43°01'33" E	76.58'
C-33	81.57'	53.50'	87°21'10"	51.08'	S 04°20'09" W	73.88'
C-34	38.00'	53.50'	40°41'31"	19.87'	S 70°33'59" W	37.22'
C-35	15.80'	53.50'	16°18'37"	7.65'	N 81°05'57" W	15.75'
C-36	43.70'	53.50'	46°48'03"	23.12'	N 66°24'21" W	42.50'
C-37	46.42'	90.33'	29°26'26"	23.74'	S 74°28'04" E	45.91'
C-38	23.61'	150.00'	9°00'58"	11.83'	S 64°48'56" E	23.58'
C-39	40.40'	120.00'	19°28'00"	20.37'	S 73°27'21" E	40.20'
C-40	53.38'	125.00'	24°27'09"	27.08'	S 78°57'56" E	52.96'
C-41	23.78'	100.00'	13°37'46"	11.95'	S 82°27'37" E	23.73'
C-42	10.88'	100.00'	10°98'23"	5.17'	S 72°99'03" E	10.88'
C-43	94.71'	75.00'	72°20'56"	54.84'	S 28°33'52" E	88.54'
C-44	63.14'	50.00'	72°20'56"	36.50'	S 28°33'52" E	59.07'
C-45	13.88'	25.00'	31°23'08"	8.22'	S 46°37'44" E	13.81'
C-46	15.69'	25.00'	35°57'50"	8.11'	S 10°17'18" E	15.44'
C-47	19.81'	175.00'	6°29'12"	9.94'	N 80°27'17" W	19.80'
C-48	82.13'	150.00'	31°22'12"	42.12'	N 68°26'23" W	81.10'
C-49	61.20'	125.00'	28°04'12"	31.28'	N 79°51'35" E	60.58'
C-50	108.74'	183.00'	34°02'38"	56.02'	S 73°50'15" E	107.15'
C-51	22.00'	20.00'	63°02'05"	12.26'	S 57°49'28" E	20.91'
C-52	15.71'	190.00'	6°00'08"	7.86'	N 66°53'31" E	15.71'

LINE TABLE

LINE	LENGTH	BEARING
L-1	37.16'	S 61°12'41" E
L-2	33.98'	N 68°08'18" E
L-4	18.78'	N 53°53'28" E
L-5	14.81'	S 09°99'21" E
L-6	18.78'	S 09°99'21" E
L-7	33.38'	S 18°66'21" E
L-8	35.36'	N 75°52'28" E
L-9	28.28'	N 77°15'38" E
L-10	28.28'	S 12°44'31" E
L-11	28.28'	S 18°44'21" E
L-12	8.06'	S 82°03'30" E
L-13	28.78'	N 43°99'30" E
L-14	28.28'	S 46°11'30" E
L-15	10.23'	S 89°49'34" E
L-16	7.98'	N 52°39'31" E
L-17	35.08'	N 09°55'44" E
L-18	32.12'	N 64°11'15" E
L-19	19.71'	N 44°19'58" E

PROFESSIONAL LAND SURVEYOR
12985
STATE OF IDAHO
MICHAEL R. MARKS

ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

DEVELOPER:
RED CLIFF DEVELOPMENT
MERIDIAN, IDAHO

SHEET 4 OF 5

1815x Pg1 12/03/07

PAGE ____ BOOK ____

CARLTON BAY SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT S & R LAND DEVELOPMENT, LLC, AND HAWKINS COMPANIES LLC, BOTH LIMITED LIABILITY COMPANYS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334, (2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND GARDEN CITY HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 (WEST 1/4 CORNER) OF SECTION 14, T.4N., R.1E., B.M., THENCE S 00°48'31" W, 879.46 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION;

ALONG THE RIGHT OF WAY OF STATE STREET THE FOLLOWING:
THENCE S 64°44'21" E, 1368.25 FEET TO A POINT;
THENCE S 64°23'48" E, 370.45 FEET TO A POINT;
LEAVING THE RIGHT OF WAY OF STATE STREET:
THENCE S 25°33'39" W, 577.22 FEET TO A POINT;
THENCE S 62°03'37" E, 81.00 FEET TO A POINT;
THENCE S 00°48'30" W, 498.04 FEET TO A POINT;
THENCE N 88°12'23" W, 377.40 FEET TO A POINT ON THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION;
ALONG THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION THE FOLLOWING:
THENCE N 37°24'11" W, 141.83 FEET TO A POINT;
THENCE N 36°03'33" W, 523.15 FEET TO A POINT;
THENCE N 47°22'09" W, 231.83 FEET TO A POINT;
LEAVING THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION:
THENCE N 07°38'37" E, 489.58 FEET TO A POINT;
THENCE N 82°03'37" W, 369.04 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14;
THENCE N 00°48'31" E, 358.67 FEET ALONG SAID WEST LINE TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION, CONTAINING 34.62 ACRES, MORE OR LESS.

THE PUBLIC STREETS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.
IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 29th DAY OF April, 2007.

S & R LAND DEVELOPMENT, LLC
SHANNON ROBINETT
MEMBER

HAWKINS COMPANIES LLC
GARY R. HAWKINS
MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA) S.S.

ON THIS 29th DAY OF April, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SHANNON ROBINETT, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF S & R LAND DEVELOPMENT, LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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.

DONALD L. WOOD NOTARY PUBLIC STATE OF IDAHO

Donald L Wood
NOTARY PUBLIC FOR Idaho
RESIDING IN Meridian
05-04-11
MY COMMISION EXPIRES

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA) S.S.

ON THIS 3rd DAY OF April, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY R. HAWKINS, KNOWN OR IDENTIFIED TO ME TO BE MANAGER OF HAWKINS COMPANIES LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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.

DENISE STARK NOTARY PUBLIC STATE OF IDAHO

Denise Stark
NOTARY PUBLIC FOR State of Idaho
RESIDING IN Nampa, Idaho
6-30-2011
MY COMMISION EXPIRES

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

M.A.H.S. 4/23/07
CENTRAL DISTRICT HEALTH DEPARTMENT

ADA COUNTY CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Jerry A. Hustay P.L.S. 5359
COUNTY SURVEYOR
12-5-2007

ADA COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

I, MICHAEL E. MARKS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

REGISTERED PROFESSIONAL LAND SURVEYOR 4998 STATE OF IDAHO MICHAEL E. MARKS

MICHAEL E. MARKS P.L.S.

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

8-2-07
DULY APPOINTED CITY ENGINEER

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11th DAY OF July, 2007.

CHAIRMAN ACHD

ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF GARDEN CITY

I, THE UNDERSIGNED, CITY CLERK IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 25th DAY OF June, 2007 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

GARDEN CITY CITY CLERK

CITY OF GARDEN CITY SEAL

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

11/2/07
DATE

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
COUNTY OF ADA) S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF S & R Development AT 24 MINUTES PAST 11 O'CLOCK A M., ON THIS 2nd DAY OF January, 20 08 IN BOOK 100 OF PLATS AT PAGES 12901 THROUGH 12905, INSTRUMENT NO. 108000583

J. DAVID NAVARRO
EX-OFFICIO RECORDER

Deputy

FEE

SHEET 5 OF 5

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 33.00 11
BOISE IDAHO 04/15/10 02:55PM
DEPUTY Bonnie B. Oberbillig
RECORDED-REQUEST OF
TITLEONE BOISE
110034465

After Recording, Return To:

Hayden Homes, LLC
Attention: Tammy Harty
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY SUBDIVISION

THIS FIRST AMENDMENT (this "Amendment") is made effective as of the date of its recording in the Official Records for Ada County, Idaho (the "Effective Date"), by CARLTON BAY SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., an Idaho nonprofit corporation (the "Association").

RECITALS:

WHEREAS, Carlton Bay, LLC created a residential subdivision known as *Carlton Bay Subdivision* (the "Subdivision") by recording that certain Declaration of Covenants, Conditions and Restrictions for Carlton Bay Subdivision on March 3, 2008 as Instrument Number 108025088 (the "Declaration") in the Official Records of Ada County, Idaho. The Declaration encumbers the real property described on attached **Exhibit A** (the "Property");

WHEREAS, Bank of the Cascades became the successor in interest to Carlton Bay, LLC as the "Grantor" under the Declaration by acquiring the Property (among other real property) by (a) that certain Trustee's Deed dated April 27, 2009 and recorded on April 27, 2009 as Instrument Number 109047778 in the Official Records of Ada County, Idaho; and (b) that certain Trustee's Deed dated April 27, 2009 and recorded on April 27, 2009 as Instrument Number 109047779 in the Official Records of Ada County, Idaho;

WHEREAS, Carlton Bay Villas, LLC became the successor in interest to Bank of the Cascades as "Grantor" under the Declaration by acquiring the Property (among other real property) by that certain Warranty Deed dated August 4, 2009 and recorded on August 5, 2009 as Instrument Number 109091748 in the Official Records of Ada County, Idaho;

WHEREAS, Carlton Bay Villas, LLC and Hayden Homes, LLC entered into a certain Option Agreement (Carlton Bay) dated as of December 4, 2009 (the "Option Agreement") wherein Hayden Homes, LLC was given the right to purchase most of the lots within the Subdivision owned by Carlton Bay Villas, LLC;

WHEREAS, Carlton Bay Villas, LLC desires to assign the "Grantor" rights under the Declaration to Hayden Homes Idaho, LLC (an affiliate of Hayden Homes, LLC); and

WHEREAS, the Association, on behalf of the Owners and pursuant to Section 13.2.2 of the Declaration, desires to amend the Declaration, as more particularly set forth herein.

NOW, THEREFORE, the Association, with consent of the current Grantor and other Owners, hereby amends the Declaration in the following manner:

1. **Assignment of Grantor Rights**.

1.1 Carlton Bay Villas, LLC hereby assigns to Hayden Homes Idaho, LLC all rights, powers, benefits and privileges of the "Grantor" under the Declaration as of the Effective Date. Hayden Homes Idaho, LLC hereby accepts such assignment of the "Grantor" rights, powers, benefits and privileges as of the Effective Date. It is expressly agreed that Hayden Homes Idaho, LLC shall not be liable for any violations of the Declaration or any other matters accruing with respect to the Subdivision or under the Declaration prior to the Effective Date. Carlton Bay Villas, LLC will retain the right to final approval for any changes greater than 10% from the previous years HOA assessment and reserve fund budgets. In the event that the Option Agreement terminates as the result of a material default by Hayden Homes, LLC, then all rights, powers, benefits and privileges of the "Grantor" shall automatically revert back to Carlton Bay Villas, LLC.

1.2 The rights, powers, benefits and privileges of the "Grantor" assigned to Hayden Homes Idaho, LLC include, but are not limited to, the right to use or exercise the following:

(a) Exemptions under Section 4.21 of the Declaration;

(b) Repurchase right under Section 4.24 of the Declaration;

(c) Right to collect irrigation assessments under Section 5.5.2.12 of the Declaration;

(d) Appointment right under Section 10.2 of the Declaration;

(e) Annexation right under Section 11.1 of the Declaration; and

(f) De-annexation right under Section 11.5 of the Declaration.

2. **Amendments to Declaration**.

2.1 That portion of the Property described on attached **Exhibit B** is hereby designated as "Common Area" under the Declaration.

2.2 The following defined term is hereby added to Article III of the Declaration:

"Property Owner" shall mean shall mean Carlton Bay Villas, LLC, an Idaho limited liability company, the owner of all or part of the Property at the time this Amendment is recorded in the Official Records of Ada County, Idaho, and its successors or assigns who are designed as such in an instrument recorded in the Official Records of Ada County, Idaho."

2.3 Section 4.1.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Use of Building Lots. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure."

2.4 The clause in Section 4.5(A) of the Declaration is hereby deleted in its entirety and replaced with the following:

"such signs as may be used by Grantor in connection with the development of the Property and the sale of Building Lots and dwelling units and structures constructed on Building Lots;"

2.5 The second to last sentence is Section 4.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Except for signs used by Grantor in connection with the development of the Property and the sale of Building Lots and dwelling units and structures constructed on Building Lots, no sign shall be placed on the Common Area without the written approval of the Architectural Committee or the Association."

2.6 Section 4.14 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Campers, Boats, Recreational Vehicles and other Non-Passenger Vehicles. Campers, boats, boat trailers, recreational vehicles, commercial vehicles, or other types of non-passenger vehicles, equipment, implements, or accessories may not be kept or stored on any public street within the subdivision or on any Building Lot, except as provided below:

4.14.1 Campers, boats, boat trailers, recreational vehicles, recreational trailers, and other non-passenger vehicles, equipment, implements, or accessories may be stored or kept within an enclosed garage or on the side of a dwelling unit, provided that it is fully screened from view by a screening structure or fencing approved by the Architectural Committee; and

4.14.2 Campers, boats, boat trailers, recreational vehicles, recreational trailers, and other non-passenger vehicles, equipment, implements, or accessories may be temporarily kept on the public streets within the subdivision or on a paved driveway located on a Building Lot for a period not to exceed forty-eight (48) hours and only for purposes of cleaning, preparation for use and unloading."

2.7 Section 5.31 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Class A Members. Owners other than Grantor and Property Owner shall be known as Class A Members, provided that Grantor and/or Property Owner shall become Class A

Members once the Class B membership ceases to exist. Each Class A Member shall be entitled to one (1) vote for each Building Lot owned by such Class A Member on the day of the vote."

2.8 Section 5.32 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Class B Members. Grantor and the Property Owner shall be known as Class B Members, and shall be entitled to six (6) votes for each Building Lot owned by such Class B Member on the day of the vote. The Class B membership shall cease to exist, and shall be converted to Class A membership (if applicable), on the earlier to occur of the following: (i) the date on which seventy-five percent (75%) of the total Building Lots anticipated to be created within the subdivision have been conveyed to Class A Members; (ii) ten (10) years after conveyance of the first Building Lot to a Class A Member; or (iii) upon written election of Grantor.

Grantor (i.e., Hayden Homes Idaho, LLC) and Property Owner hereby enter into a voting agreement pursuant to Title 30-3-62 of the Idaho Code with respect to their respective Class B voting rights, on the following terms and conditions: (a) Grantor and Property Owner agree to vote their respective Class B voting rights in the manner determined by Grantor in its sole discretion; (b) once Grantor has made a decision regarding how it intends to vote its Class B voting rights in a particular matter and notifies Property Owner of such decision, Property Owner shall promptly either vote its Class B voting rights in the particular matter in the manner designated by Grantor or deliver to Grantor a valid and binding proxy to vote Property Owner's Class B voting rights in respect to the particular matter; (c) if Property Owner fails to promptly comply with its obligations under clause (b), then Grantor may complete the proxy on behalf of Property Owner and as Property Owner's attorney-in-fact, coupled with an interest, and such proxy shall be valid and binding on Property Owner as if Property Owner had actually executed the proxy; (d) Grantor and Property Owner each agree that whenever and as often as it may be requested to do so by the other party, it shall execute, acknowledge, and deliver, or cause to be executed, approvals, consents, memoranda of the subject matter hereof, duplicate originals hereof, and any and all other documents and to do any and all other acts as may be necessary or appropriate to carry out the terms of the voting agreement; and (e) the voting agreement shall terminate on the earlier of (i) ten (10) years from the Effective Date, (ii) when Property Owner no longer owns any Building Lots, (iii) when the Class B membership ceases to exist, or (iv) termination of the Option Agreement as the result of a material default by Hayden Homes, LLC."

2.9 Section 7.2.3.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Notwithstanding anything in Article VII to the contrary, and except as otherwise provided in this Section 7.2.3.2, neither Grantor nor Property Owner are required to pay Regular Assessments, Limited Assessments, Special Assessments or any other assessments levied by the Association on any Building Lots owned by Grantor or Property Owner (as applicable).

For a period of two (2) years following the date of the sale of the first Building Lot to a Class A Member, the Association shall assess the Property Owner for the difference between the total revenue of the Association less the total expenses of the Association for each calendar year (the "Shortfall"). Property Owner agrees to pay the Association the Shortfall from time to time, but not less than once per calendar year, and before the Association's cash balance in its operating account is zero. After two (2) years following the date of the sale of the first Building Lot to a Class A Member, Grantor and Property Owner shall be assessed the Regular Assessment on each Building Lot owned by Grantor or Property Owner (as applicable)."

2.10 Section 13.2.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than Article XIII, may be amended by an instrument signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment was approved by the vote or written consent of Owners representing more than seventy-five percent (75%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Owners holding at least ninety-five percent (95%) of the votes in the Association. Notwithstanding the foregoing to the contrary, no amendment to this Declaration shall be effective without the written consent of Grantor (i.e., Hayden Homes Idaho, LLC) so long as the Class B membership is in existence."

3. **Miscellaneous**.

3.1 Any capitalized term not defined in this Amendment shall have the meaning ascribed to such term in the Declaration.

3.2 Except as expressly amended by this Amendment, the Declaration remains unamended and in full force and effect.

[Signature appears on the following page]

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby execute the Amendment as of the ___ day of _____, 2010 and certify and attest that the Amendment has been approved by the vote or written consent of Owners representing more than seventy-five percent (75%) of the votes in the Association and, with respect to the amendment to Article XIII of the Declaration, Owners representing more than ninety-five percent (95%) of the votes in the Association.

ASSOCIATION:

CARLTON BAY SUBDIVISION
HOMEOWNER'S ASSOCIATION, INC.,
an Idaho nonprofit corporation,

By: _____
Name: Dave Burch
Title: President

By: _____
Name: Jeff Hebert
Title: Secretary

ACKNOWLEDGEMENT

STATE OF Idaho)
) ss.
COUNTY OF Ada)

On this 31st day of March, 2010, before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared David Burch and Jeffery Hebert, known to me or identified to me to be the Present and Secretary, respectively, of CARLTON BAY SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., an Idaho nonprofit 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.

JENNIFER PFEFFERLE NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public, State of Idaho
Residing at Star, Idaho
My Commission Expires: 8-3-2012

[Consents begin on the following page]

CONSENT OF PROPERTY OWNER

Property Owner hereby ratifies the Declaration and consents to the terms of the Amendment, including (but not limited to) the assignment of the "Grantor" rights under the Declaration to Hayden Homes and the terms of the voting agreement between Property Owner and Grantor (i.e., Hayden Homes).

CARLTON BAY VILLAS, LLC, an
Idaho limited liability company

By: _____
David Buich, Manager

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 31st day of March, 2010, before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared David Buich, known to me or identified to me to be a Member of CARLTON BAY VILLAS, LLC, an Idaho limited liability company, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

JENNIFER PFEFFERLE NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public, State of Idaho
Residing at Star, Idaho
My Commission Expires: 8-3-2012

[Consents continue on the following page]

CONSENT OF HAYDEN HOMES (AS THE CURRENT GRANTOR)

Hayden Homes, as the current "Grantor" under the Declaration, hereby ratifies the Declaration and consents to the terms of the Amendment, including (but not limited to) the acceptance of the "Grantor" rights under the Declaration and the terms of the voting agreement between Property Owner and Grantor (i.e., Hayden Homes).

HAYDEN HOMES IDAHO, LLC,
an Oregon limited liability company

By: _____
Name: Dennis Murphy
Title Member

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

On this 8th day of April, 2010, before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared Dennis Murphy, known to me or identified to me to be the Member of HAYDEN HOMES IDAHO, LLC, an Oregon limited liability company, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

OFFICIAL SEAL
TAMMY HARTY
NOTARY PUBLIC- OREGON
COMMISSION NO. 427208
MY COMMISSION EXPIRES MAR 23, 2012

_____
Notary Public, State of Oregon
Residing at Bend, OR
My Commission Expires: Mar 23, 2012

[Consents continue on the following page]

CONSENT OF OWNER

The undersigned Owner hereby ratifies the Declaration and consents to the terms of the Amendment.

HEBERT FAMILY LLC, an Idaho
limited liability company

By: Jeffery A Hebert
Name:
Title

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 31st day of March, 2010, before me, the undersigned, a Notary Public, duly commissioned and sworn, personally appeared Jeffery Hebert, known to me or identified to me to be the Member of HEBERT FAMILY LLC, an Idaho limited liability company, the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

JENNIFER PFEFFERLE NOTARY PUBLIC STATE OF IDAHO

Notary Public, State of Idaho
Residing at Star, Idaho
My Commission Expires: 8-3-2012

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All Lots and Blocks within *Carlton Bay Subdivision*, according to the official plat thereof filed in Book 100 of Plats at Pages 12091 through 12095 in the Official Records of Ada County, Idaho.

Excepting therefrom Lots 2 through 7, Block 1; Lots 2, 3, and 5 through 20, Block 2; and Lots 1 through 20, Block 3.

EXHIBIT B

LEGAL DESCRIPTION OF COMMON AREA

Lot 1, Block 1; Lots 1, 4, 21 and 22, Block 2; Lots 1, 21, 41, 51 and 61, Block 3; and Lots 1, 10 and 20, Block 4 in *Carlton Bay Subdivision*, according to the official plat thereof filed in Book 100 of Plats at Pages 12091 through 12095 in the Official Records of Ada County, Idaho.

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.

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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

STATE OF IDAHO NOTARY PUBLIC BETHANY SMITH

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.

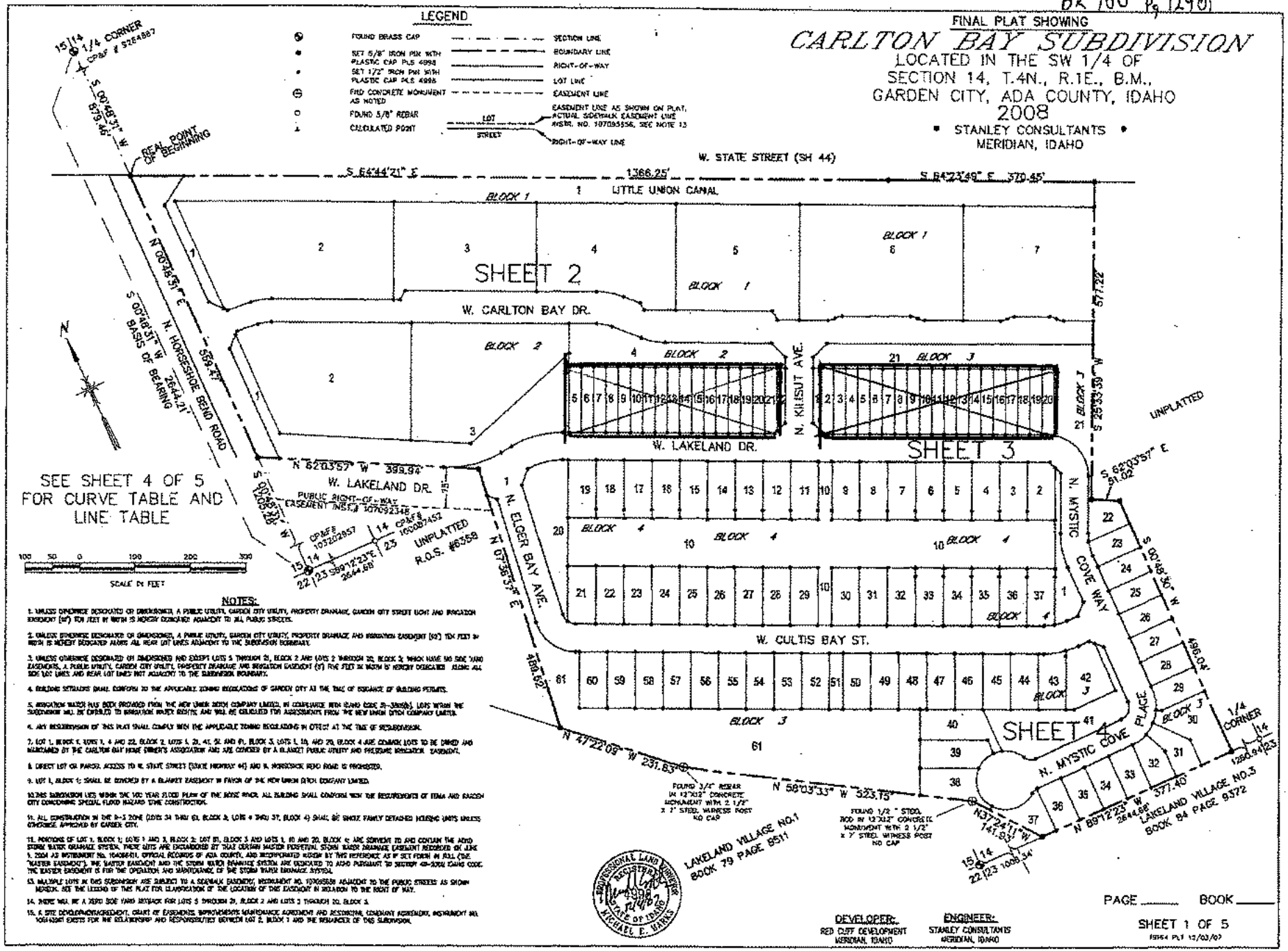
EXHIBIT B

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.

Exhibit "B"

Bk 100 Pg 12901



NOTES:

1. UNLESS OTHERWISE DESIGNATED OR SHOWHOWN, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE, GARDEN CITY STREET LIGHT AND IRRIGATION EASEMENT (10') TEN FEET BY WIDTH IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC STREETS.

2. UNLESS OTHERWISE DESIGNATED OR SHOWHOWN, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (10') TEN FEET BY WIDTH IS HEREBY DEDICATED ALONG ALL REAR LOT LINES ADJACENT TO THE SUBDIVISION BOUNDARY.

3. UNLESS OTHERWISE DESIGNATED OR SHOWHOWN AND EXCEPT LOTS 5 THROUGH 21, BLOCK 2 AND LOTS 2 THROUGH 20, BLOCK 3, WHICH HAVE NO SIDE YARD EASEMENTS, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (5') FIVE FEET BY WIDTH IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES AND REAR LOT LINES NOT ADJACENT TO THE SUBDIVISION BOUNDARY.

4. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF GARDEN CITY AT THE TIME OF ISSUANCE OF BUILDING PERMITS.

5. IRRIGATION WATER WILL BE PROVIDED FROM THE NEW UNION DITCH COMPANY LIMITED, IN COMPLIANCE WITH IDAHO CODE 31-3805(1). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE CHARGED FOR ASSESSMENTS FROM THE NEW UNION DITCH COMPANY LIMITED.

6. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

7. LOT 1, BLOCK 1; LOTS 1, 4 AND 22, BLOCK 2; LOTS 1, 21, 41, 21 AND 61, BLOCK 3; LOTS 1, 10, AND 20, BLOCK 4 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE CARLTON BAY HOME OWNER'S ASSOCIATION AND ARE COVERED BY A BLANKET PUBLIC UTILITY AND PRESSURE IRRIGATION EASEMENT.

8. DIRECT LOT OR PARCEL ACCESS TO W. STATE STREET (STATE HIGHWAY 44) AND N. HORSESHOE BEND ROAD IS PROHIBITED.

9. LOT 1, BLOCK 1; SHALL BE COVERED BY A BLANKET EASEMENT IN FAVOR OF THE NEW UNION DITCH COMPANY LIMITED.

10. THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN OF THE BOISE RIVER. ALL BUILDING SHALL CONFORM WITH THE REQUIREMENTS OF FEMA AND GARDEN CITY CONCERNING SPECIAL FLOOD HAZARD ZONE CONSTRUCTION.

11. ALL CONSTRUCTION IN THE R-3 ZONE (LOTS 34 THRU 61, BLOCK 3; LOTS 4 THRU 37, BLOCK 4) SHALL BE SINGLE FAMILY DETACHED HOUSING UNITS UNLESS OTHERWISE APPROVED BY GARDEN CITY.

12. PORTIONS OF LOT 1, BLOCK 1; LOTS 1 AND 3, BLOCK 2; LOT 61, BLOCK 3 AND LOTS 1, 10 AND 20, BLOCK 4; ARE SURVEYED TO AND CONTAIN THE ADID STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY SAID CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104068911, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ADID PURSUANT TO SECTION 40-2302 IDAHO CODE. THE EASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

13. MULTIPLE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A SIDEWALK EASEMENT, INSTRUMENT NO. 107095556 ADJACENT TO THE PUBLIC STREETS AS SHOWN HEREON. SEE THE LEGEND OF THIS PLAT FOR CLARIFICATION OF THE LOCATION OF THIS EASEMENT IN RELATION TO THE RIGHT OF WAY.

14. THERE WILL BE A ZERO SIDE YARD SETBACK FOR LOTS 5 THROUGH 21, BLOCK 2 AND LOTS 2 THROUGH 20, BLOCK 3.

15. A SITE DEVELOPMENT AGREEMENT, GRANT OF EASEMENTS, IMPROVEMENTS MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT AGREEMENT, INSTRUMENT NO. 106048087 EXISTS FOR THE RELATIONSHIP AND RESPONSIBILITIES BETWEEN LOT 2, BLOCK 1 AND THE REMAINDER OF THIS SUBDIVISION.

EXHIBIT C

SITE PLAN

See attached.

Exhibit "C"

SITE PLAN FOR CARLTON BAY TOWNHOMES

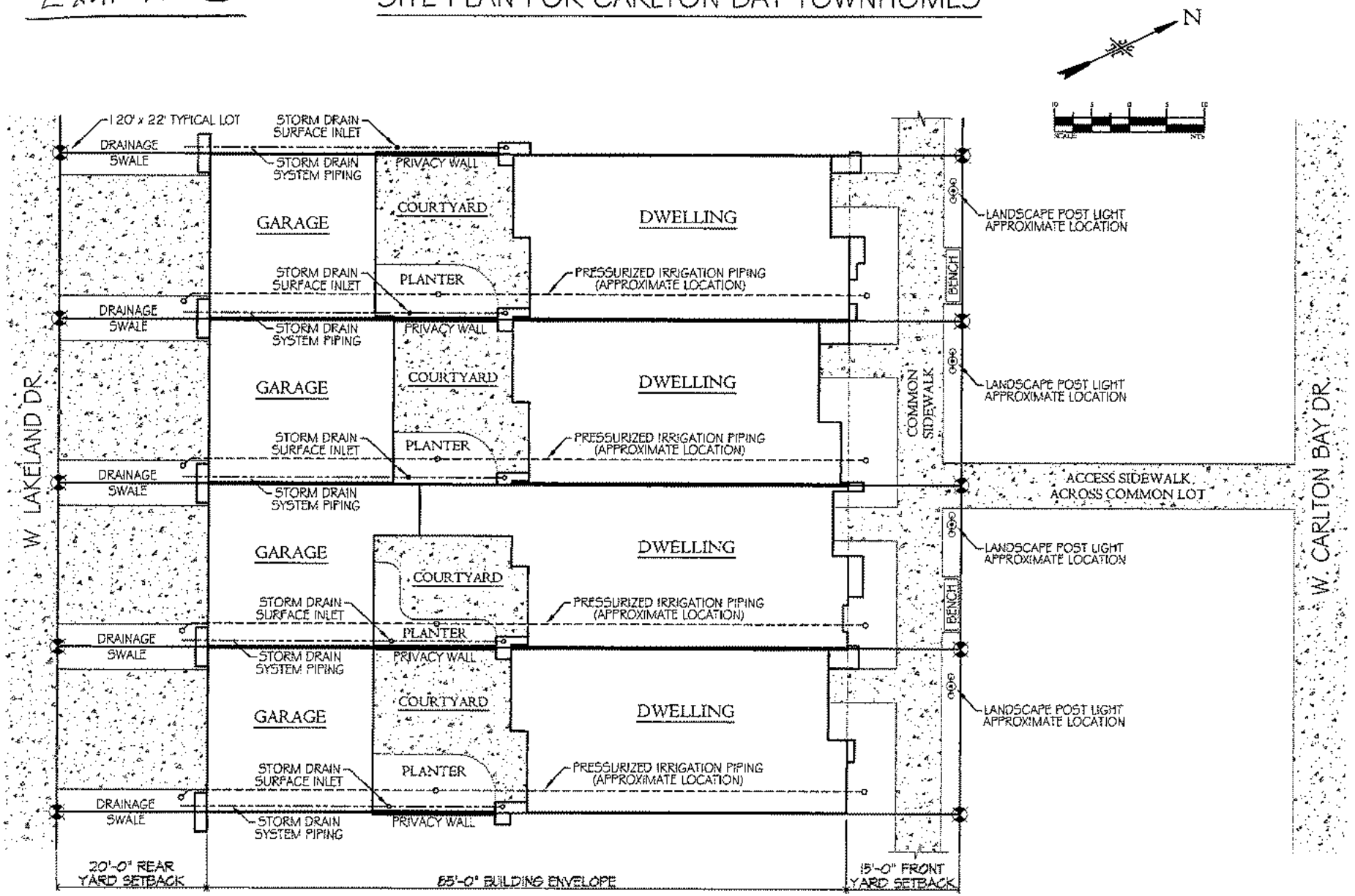


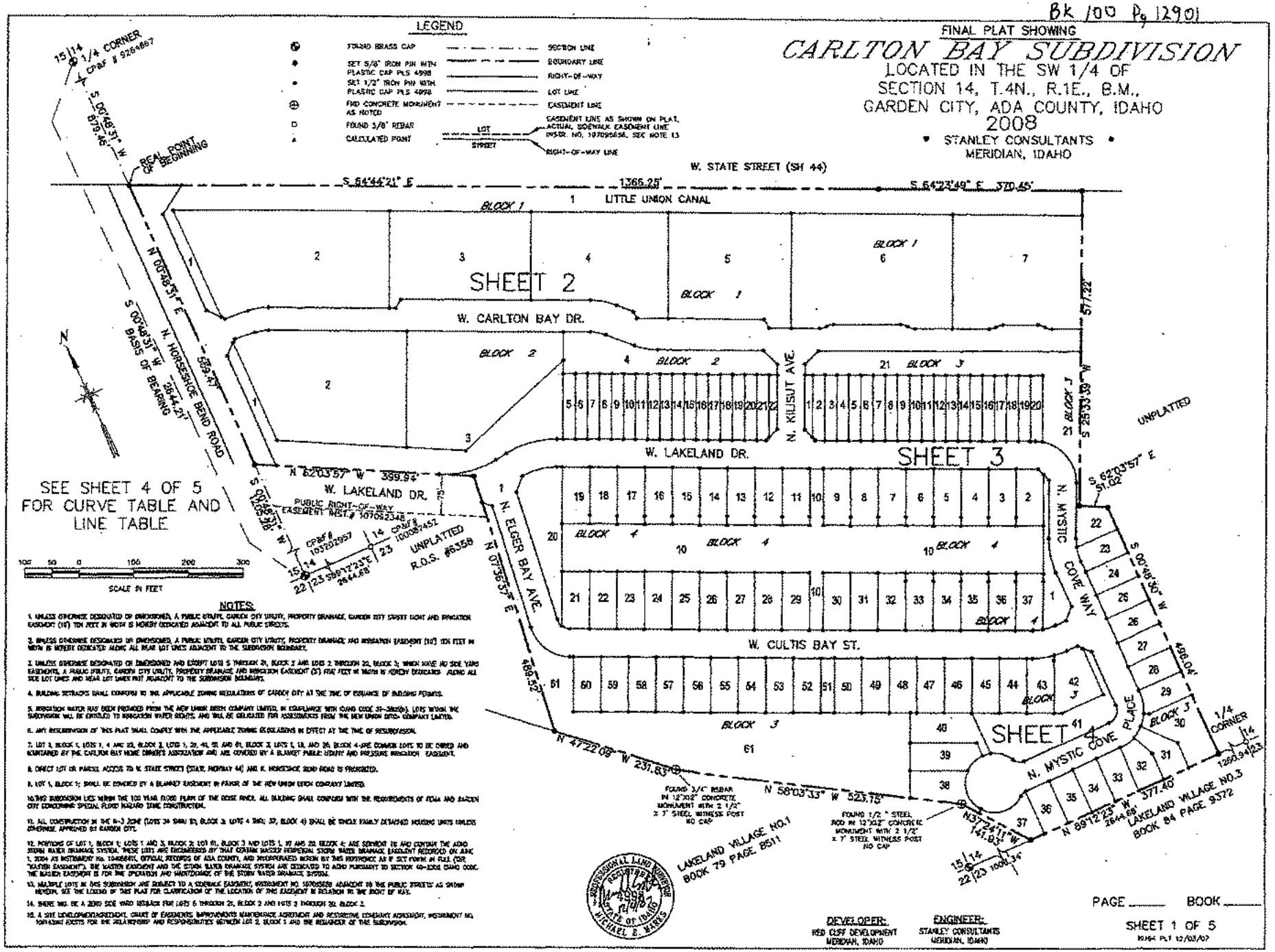
EXHIBIT D

CARLTON BAY SUBDIVISION FINAL PLAT

See attached.

Exhibit "D"

Bk 100 Pg 12901



NOTES:

1. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE, GARDEN CITY STREET LIGHT AND IRRIGATION EASEMENT (10') TEN FEET IN WIDTH IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC STREETS.

2. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (10') TEN FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL REAR LOT LINES ADJACENT TO THE SUBDIVISION BOUNDARY.

3. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED AND EXCEPT LOTS 5 THROUGH 21, BLOCK 2 AND LOTS 2 THROUGH 22, BLOCK 3, WHICH HAVE NO SIDE YARD EASEMENTS, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (5') FIVE FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES AND REAR LOT LINES THAT ADJACENT TO THE SUBDIVISION BOUNDARY.

4. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF GARDEN CITY AT THE TIME OF ISSUANCE OF BUILDING PERMITS.

5. IRRIGATION WATER HAS BEEN PROVIDED FROM THE NEW UNION DITCH COMPANY LIMITED, IN COMPLIANCE WITH IDAHO CODE 31-3805(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE NEW UNION DITCH COMPANY LIMITED.

6. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

7. LOT 3, BLOCK 1, LOTS 1, 4 AND 23, BLOCK 2, LOTS 1, 20, 40, 61 AND 81, BLOCK 3, LOTS 1, 18, AND 20, BLOCK 4 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE CARLTON BAY HOME OWNER'S ASSOCIATION AND ARE COVERED BY A BLANKET PUBLIC UTILITY AND PRESSURE IRRIGATION EASEMENT.

8. DIRECT LOT OR PARCEL ACCESS TO W. STATE STREET (STATE HIGHWAY 44) AND N. HORSESHOE BEND ROAD IS PROHIBITED.

9. LOT 1, BLOCK 1; SHALL BE ENCUMBERED BY A BLANKET EASEMENT IN FAVOR OF THE NEW UNION DITCH COMPANY LIMITED.

10. THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN OF THE BOISE RIVER. ALL BUILDING SHALL CONFORM WITH THE REQUIREMENTS OF FEMA AND BOISE CITY CONCERNING SPECIAL FLOOD HAZARD ZONE CONSTRUCTION.

11. ALL CONSTRUCTION IN THE R-3 ZONE (LOTS 34 THRU 37, BLOCK 3; LOTS 4 THRU 37, BLOCK 4) SHALL BE SINGLE FAMILY DETACHED HOUSING UNITS UNLESS OTHERWISE APPROVED BY BOISE CITY.

12. PORTIONS OF LOT 1, BLOCK 1; LOTS 1 AND 3, BLOCK 2; LOT 81, BLOCK 3 AND LOTS 1, 37 AND 38, BLOCK 4; ARE SERVIENT TO AND CONTAIN THE ADA STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON APRIL 1, 2004 AS INSTRUMENT NO. 104058410, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ADHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

13. MULTIPLE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A SIDEWALK EASEMENT, INSTRUMENT NO. 107095656 ADJACENT TO THE PUBLIC STREETS AS SHOWN HEREON. SEE THE LEGEND OF THIS PLAT FOR CLARIFICATION OF THE LOCATION OF THIS EASEMENT IN RELATION TO THE RIGHT OF WAY.

14. WHERE NO. 0' OR A ZERO SIDE YARD SETBACK FOR LOTS 5 THROUGH 21, BLOCK 2 AND LOTS 2 THROUGH 22, BLOCK 3.

15. A SITE DEVELOPMENT AGREEMENT, CHART OF EASEMENTS, IMPROVEMENTS MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT AGREEMENT, INSTRUMENT NO. 108143361 EXISTS FOR THE RELATIONSHIP AND RESPONSIBILITIES BETWEEN LOT 2, BLOCK 1 AND THE REMAINDER OF THE SUBDIVISION.

BYLAWS OF THE
CARLTON BAY TOWNHOMES ASSOCIATION, INC.

ARTICLE I
NAME

The name of the corporation is the Carlton Bay Townhomes Association, Inc., hereinafter referred to as the "Association."

ARTICLE II
DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as are ascribed to them in the Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, as amended from time to time (hereinafter referred to as the "Declaration").

ARTICLE III
MEETING OF MEMBERS

Section 1. Location of Meetings. Meetings of the Members may be held at such places as may be designated by the Board.

Section 2. Annual Meetings. The first meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 4. Notice of Meetings. Notwithstanding any provision contained in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by electronic communication, hand delivery or mailing a copy of such notice, postage prepaid by first class registered mail, at least fifteen (15) days, but no more than sixty (60) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's physical or electronic communication address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum, Voting and Proxies. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of the Carlton Bay Townhomes Association, Inc. ("Articles of Incorporation"), the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at a meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Unless otherwise required in these Bylaws, the Declaration or Articles of Incorporation, the affirmative vote in person or by proxy of a majority of Members at a duly called meeting at which a quorum is present shall be required for Member action. There shall be no cumulative voting.

At all meetings of Members, each Member may vote in person or by proxy, but in no event shall more than one (1) vote be cast with respect to any Lot owned by more than one (1) Class A Member. All proxies shall be in writing and filed with the secretary.

Section 6. Action Without A Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by any Member prior to each annual meeting of the Members.

Section 2. Election. The directors shall be elected at the annual meeting of Members; and if, for any cause, the directors shall not have been elected at an annual meeting, they may be elected at a special meeting called for that purpose in the manner provided by these Bylaws. The term of each director shall expire at the next annual meeting. Despite the expiration of a director's term, the director continues to serve until the director's successor shall have been elected and qualified or until there is a decrease in the number of directors. Election to the Board shall be by secret written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Quorum and Voting. A quorum shall consist of a majority of directors, and shall be necessary for the transaction of business. Each director present at a meeting is entitled to one vote. No directors shall be entitled to accumulate his or her votes, and no director may vote by proxy. A majority vote is required for the approval of any Board action.

Section 4. Number of Directors. The authorized number of directors shall be a minimum of three directors. Subject to the foregoing sentence, the number of directors can be increased or decreased by the Members; provided, that no decrease in the number of directors shall shorten the term of any incumbent director.

Section 5. Resignations and Vacancies.

(a) Any director may resign at any time effective upon giving written notice to the president or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before such time to take office when the resignation becomes effective. Resignations of a director shall also constitute resignation as an officer.

(b) Except as provided in Section 6, any vacancy on the Board may be filled only by the remaining directors. Each director elected to fill a vacancy shall hold office until the expiration of the term of the replaced director and until such replacement director's successor has been elected and qualified.

Section 6. Removal of Directors. All or any number of the directors may be removed, with or without cause, at a meeting called expressly for that purpose by a vote of seventy-five percent (75%) of Members entitled to vote at a meeting in which a quorum is present. In the event that any one or more of the directors shall be so removed, new directors may be elected at the same time to fill the unexpired term or terms of the director(s) so removed.

ARTICLE V
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days written notice to each director.

Section 3. Action Without A Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Board, may be taken without a meeting if authorized in writing signed by all of the directors of the Board who would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board shall have the powers, duties and obligations as are enunciated in the Declaration and Articles of Incorporation.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall at all times be a member of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any

later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. More than one office may be held by the same person, provided that the offices of president and secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall perform such other duties as are required by the Board.

Secretary

(b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review, compilation or audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures and shall perform such other duties as required by the Board.

ARTICLE VIII
COMMITTEES

The Board may appoint committees as deemed appropriate in carrying out its purposes.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X
AMENDMENTS

Section 1. Procedure for Amendment. These Bylaws may be amended, at a regular or special meeting of the Members at which a quorum is present, by an affirmative vote of not less than two-thirds (2/3) of each class of Members.

Section 2. Conflicting Provision. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles, the Declaration shall control.

ARTICLE XI
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Carlton Bay Townhomes Association, Inc. have hereunto set our hands this 12 day of December, 2013.

Steven E. Roth, Director

Teri Irvin, Director

Christie L. Roth, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Carlton Bay Townhomes Association, Inc., an Idaho corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board thereof, held on the 6 day of December, 2013.

IN WITNESS HEREOF, I have hereunto subscribed my name on this 6 day of December, 2013.

Teri Irvin

Teri Irvin, Secretary

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=63 VICTORIA BAILEY
JONES GLEDHILL FUHRMAN GOURLEY, P.A.

2015-064594
07/17/2015 11:47 AM
$196.00

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Jones ♦ Gledhill ♦ Fuhrman ♦ Gourley, P.A.
225 N. 9th Street, Suite 820
Boise, ID 83701

ATTN: Kimbell D. Gourley, Esq.

(Space above this line for Recorder's use)

NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CARLTON BAY SUBDIVISION

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CARLTON BAY SUBDIVISION ("Supplemental Declaration") is made this 22nd day of June, 2015, by CARLTON BAY TOWNHOMES, LLC, an Idaho limited liability company, CARLTON BAY SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., an Idaho corporation, CARLTON BAY TOWNHOMES ASSOCIATION, INC., an Idaho corporation, ROCK CONTRACTORS, INC., an Idaho corporation; JEFFREY T. MacDONALD and NICOLE R. MacDONALD, husband and wife; GARY C. ASIN and LORI V. ASIN, husband and wife, and TODD R. EINCK, an individual (collectively "Declarants").

RECITALS:

WHEREAS, Carlton Bay, LLC created a subdivision known as *Carlton Bay Subdivision* (the "Subdivision") by recording (i) the Carlton Bay Subdivision final plat filed in Book 100 of Plats at Page(s) 12091 through 12095, records of Ada County, Idaho (the "Plat"), and (ii) that certain Declaration of Covenants, Conditions and Restrictions for Carlton Bay Subdivision on March 3, 2008, as Instrument number 108025088 (the "Declaration") in the Official Records of Ada County, Idaho, a true and correct copy of which is attached hereto as **Exhibit B**, and by this reference incorporated herein. The Declaration encumbers the real property described on **Exhibit A** attached hereto (the "Property");

WHEREAS, Bank of the Cascades became the successor in interest to Carlton Bay, LLC and the "Grantor" under the Declaration by acquiring the Subdivision Property (among other real property) by (a) that certain Trustee's Deed dated April 27, 2009, and recorded on April 27, 2009, as Instrument Number 109047778 in the Official Records of Ada County, Idaho and (b) that certain Trustee's Deed dated April 27, 2009, and recorded on April 27, 2009, and recorded on April 27, 2009, as Instrument Number 109047779 in the Official Records of Ada County, Idaho;

WHEREAS, Carlton Bay Villas, LLC became the successor in interest to Bank of the Cascades as "Grantor" under the Declaration by acquiring the Subdivision Property (among other real property) by that certain Warranty Deed dated August 4, 2009, and recorded on August 5, 2009, as Instrument Number 109091748 in the Official Records of Ada County, Idaho;

WHEREAS, the Declaration was amended pursuant to a certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Carlton Bay Subdivision recorded on April 15, 2010, as Instrument Number 110034465 in the Official Records of Ada County, Idaho ("First Amendment");

WHEREAS, the Plat and Declaration provide for and describe thirty-six (36) townhome lots more particularly described on **Exhibit C** attached hereto (the "Townhome Property");

WHEREAS, Carlton Bay Townhomes, LLC recorded that certain Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes on December 10, 2013, as Instrument Number 113131949 (the "Townhome Declaration") in the Official Records of Ada County, Idaho. The Townhome Declaration does not encumber all of the Townhome Property, but rather only encumbers Lots 17, 18, 19, and 20, Block 3, of the Carlton Bay Subdivision, according to the official plat thereof, filed in Book 100 of Plats, at Page(s) 12901 through 12905, official Records of Ada County, Idaho;

WHEREAS, the Carlton Bay Subdivision Homeowner's Association, Inc. (the "Subdivision HOA") owns, maintains, repairs, and operates, as applicable, the common areas and pressurized irrigation system servicing the Subdivision Property and Townhome Property; and

WHEREAS, Declarants desire to have the Townhome Property be subject to the Declaration and First Amendment subject to certain provisions thereof as set forth below being not applicable and excluded.

NOW, THEREFORE, pursuant to Article XI of the Declaration, as amended by the First Amendment, Declarants hereby declare that the Townhome Property shall be held, sold, conveyed, and be subject to the Declaration, as amended by the First Amendment, which Declaration is hereby incorporated by this reference as if fully set forth herein, except the following sections of the Declaration and First Amendment shall not be applicable to the Townhome Property:

ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" is not applicable to, and excluded from, this Supplemental Declaration.

3.9 "Commercial Association" is not applicable to, and excluded from, this Supplemental Declaration.

3.10 "Commercial Association Rules" is not applicable to, and excluded from, this Supplemental Declaration.

3.11 "Commercial Board" is not applicable to, and excluded from, this Supplemental Declaration.

3.12 "Commercial Bylaws" is not applicable to, and excluded from, this Supplemental Declaration.

3.13 "Commercial Property" is not applicable to, and excluded from, this Supplemental Declaration.

3.17 "Grantor" is not applicable to, and excluded from, this Supplemental Declaration.

3.23 "Carlton Bay Townhomes Subdivision" is not applicable to, and excluded from, this Supplemental Declaration.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 "Structures – Generally" is not applicable to, and excluded from, this Supplemental Declaration.

4.2 "Antennae" is not applicable to, and excluded from, this Supplemental Declaration.

4.5 "Signs" is not applicable to, and excluded from, this Supplemental Declaration.

4.7 "Exterior Maintenance: Owners Obligations" is not applicable to, and excluded from, this Supplemental Declaration.

4.9 "Grading" is not applicable to, and excluded from, this Supplemental Declaration.

4.21 "Exemption of Grantor" is not applicable to, and excluded from, this Supplemental Declaration.

4.23 "Water Rights Appurtenant to Subdivision Lands" is not applicable to, and excluded from, this Supplemental Declaration.

4.24 "Commencement of Construction" is not applicable to, and excluded from, this Supplemental Declaration.

4.25 "Commercial Property Specifications" is not applicable to, and excluded from, this Supplemental Declaration.

ARTICLE X: ARCHITECTURAL COMMITTEE

The entire Article X is not applicable to, and excluded from, this Supplemental Declaration.

ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 "By Grantor" is not applicable to, and excluded from, this Supplemental Declaration.

ARTICLE XIII: MISCELLANEOUS

13.2.1 "By Grantor" is not applicable to, and excluded from, this Supplemental Declaration.

This Supplemental Declaration is executed on this 22nd day of June, 2015.

/// SIGNATURES TO FOLLOW ///

CARLTON BAY TOWNHOMES, LLC,
an Idaho limited liability company

By: Steven E Roth
Its: Managing member

STATE OF IDAHO)
: ss.
County of Ada)

On the 22nd day of June, 2015, before me, the undersigned notary public in and for said state, personally appeared Steven E Roth, known or identified to me to be the MM of CARLTON BAY TOWNHOMES, LLC, the limited liability company that executed the within instrument or the person who executed the same on behalf of said the limited liability company, and acknowledged to me that said limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

SHEENA LINDHOLM NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Eagle ID
Commission expires: 4-6-2021

CARLTON BAY SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., an Idaho corporation,

By: Janet Bates
Its: Carlton Bay HOA President

STATE OF IDAHO)
: ss.
County of Ada)

On the 13th day of ~~June~~ July, 2015, before me, the undersigned notary public in and for said state, personally appeared JANET BATES, known or identified to me to be the ____ of CARLTON BAY SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., the corporation that executed the within instrument or the person who executed the same on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

SHANE SMITH
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at Caldwell, ID
Commission expires: 07-05-2017

CARLTON BAY TOWNHOMES ASSOCIATION, INC.,
an Idaho corporation,

By: Steven E Roth
Its: president

STATE OF IDAHO)
: ss.
County of Ada)

On the 22nd day of June, 2015, before me, the undersigned notary public in and for said state, personally appeared Steven E Roth, known or identified to me to be the president of CARLTON BAY TOWNHOMES ASSOCIATION, INC., the corporation that executed the within instrument or the person who executed the same on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

SHEENA LINDHOLM NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Eagle ID
Commission expires: 4-6-2021

ROCK CONTRACTORS, INC.,
an Idaho corporation,

Charles W Wood

By: Charles W Wood
Its: President

STATE OF IDAHO)
: ss.
County of Ada)

On the 22nd day of June, 2015, before me, the undersigned notary public in and for said state, personally appeared Charles W Wood, known or identified to me to be the president of ROCK CONTRACTORS, INC., the corporation that executed the within instrument or the person who executed the same on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Sheena Lindholm

Notary Public for Idaho
Residing at Eagle, ID
Commission expires: 4-6-2021

SHEENA LINDHOLM NOTARY PUBLIC STATE OF IDAHO

By: JEFFREY T. MacDONALD

By: NICOLE R. MacDONALD

STATE OF IDAHO)
: ss.
County of Ada)

On the 15th day of ~~June~~ July, 2015, before me, the undersigned notary public in and for said State, personally appeared JEFFREY T. MacDONALD AND NICOLE R. MacCDONALD, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

SHANE SMITH
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at EAGLE, ID
Commission expires: 12-05-2017

By: GARY C. ASIN

By: LORI V. ASIN

STATE OF IDAHO)
: ss.
County of Ada)

On the 24th day of June, 2015, before me, the undersigned notary public in and for said State, personally appeared Gary C. Asin and Lori V. Asin, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

SHANE SMITH NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Eagle, ID 83616
Commission expires: 07-05-2017

Todd R Einck

By: TODD R. EINCK

STATE OF IDAHO)
: ss.
County of Ada)

On the _____ day of June, 2015, before me, the undersigned notary public in and for said State, personally appeared Todd R. Einck, an individual, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

_____
Notary Public for Idaho
Residing at _____
Commission expires: _____

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz

On the 25th day of June, 2015 before me, R. R. Combs a Notary Public, personally appeared Todd R. Finck, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: R. R. Combs
(Typed or Printed)

(Seal)

R. R. COMBS
Commission # 2019896
Notary Public - California
Santa Cruz County
My Comm. Expires Apr 14, 2017

LA/rc

EXHIBIT A
Carlton Bay Subdivision Legal Description

EXHIBIT A
REAL PROPERTY LEGAL DESCRIPTION

All Lots and Blocks in Carlton Bay Subdivision, according to the official plat thereof filed in Book 100 of Plats at Page(s) 12091 through 12095, records of Ada County Idaho;

Excepting therefrom Lots 2 through 7, Block 1, Lots 2, 3, 5 through 20, Block 2, and Lots 1 through 20, Block 3.

EXHIBIT B

Carlton Bay Subdivision's

Declaration of Covenants, Conditions and Restrictions

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=28 LISA BATT
ALLIANCE TITLE - BOISE PRODUCTION CENTER
2015-101904
11/04/2015 03:44 PM
$91.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY TOWNHOMES

November 4th, 2015

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.

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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 16 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 16th 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: 3/18/16

BETHANY SMITH NOTARY PUBLIC STATE OF IDAHO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 16, 15, 14, 13, and 12, 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.

Exhibit "B"

Bk 100 Pg 12901

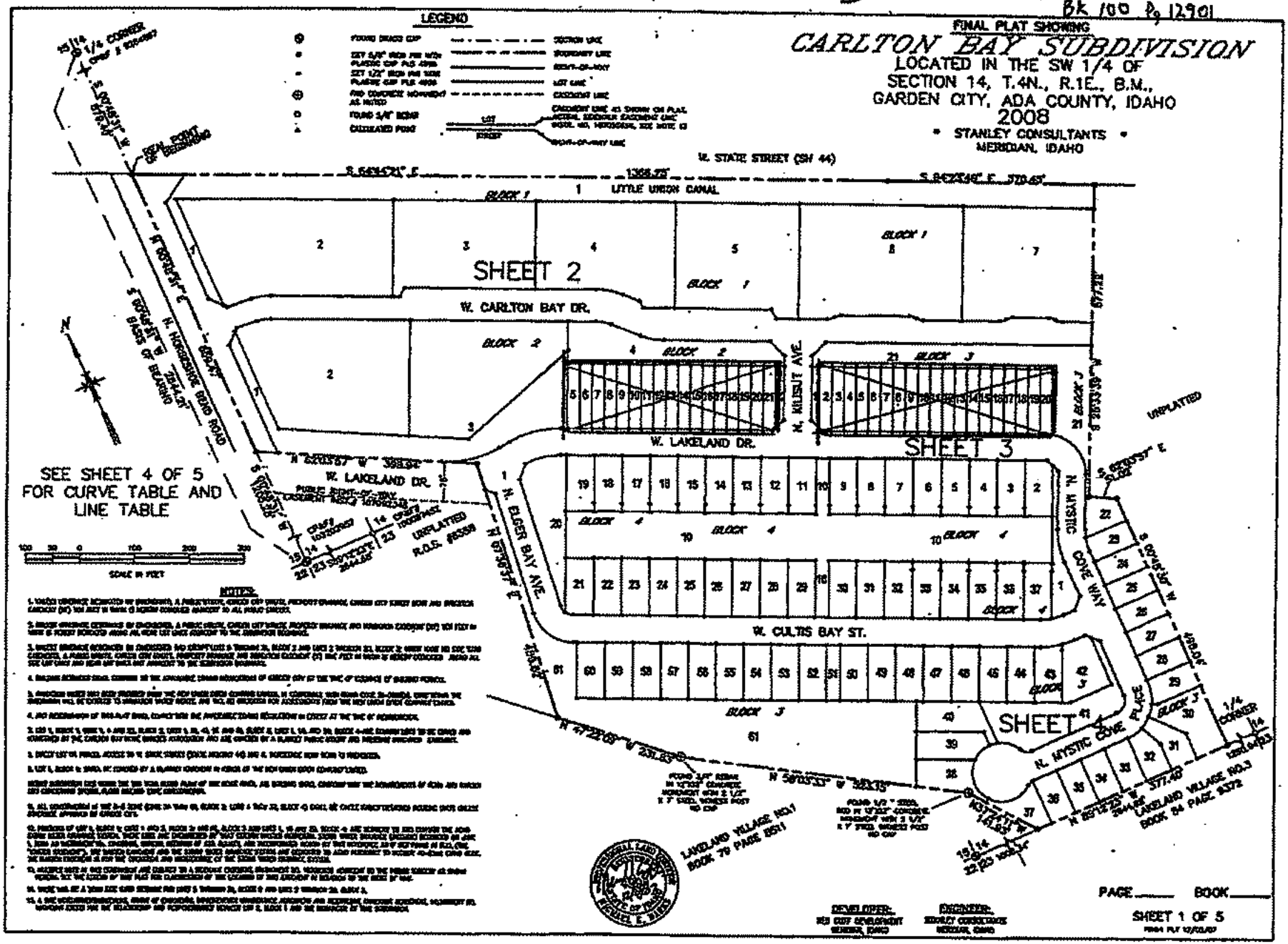


EXHIBIT C

SITE PLAN

See attached.

Exhibit "C"

SITE PLAN FOR CARLTON BAY TOWNHOMES

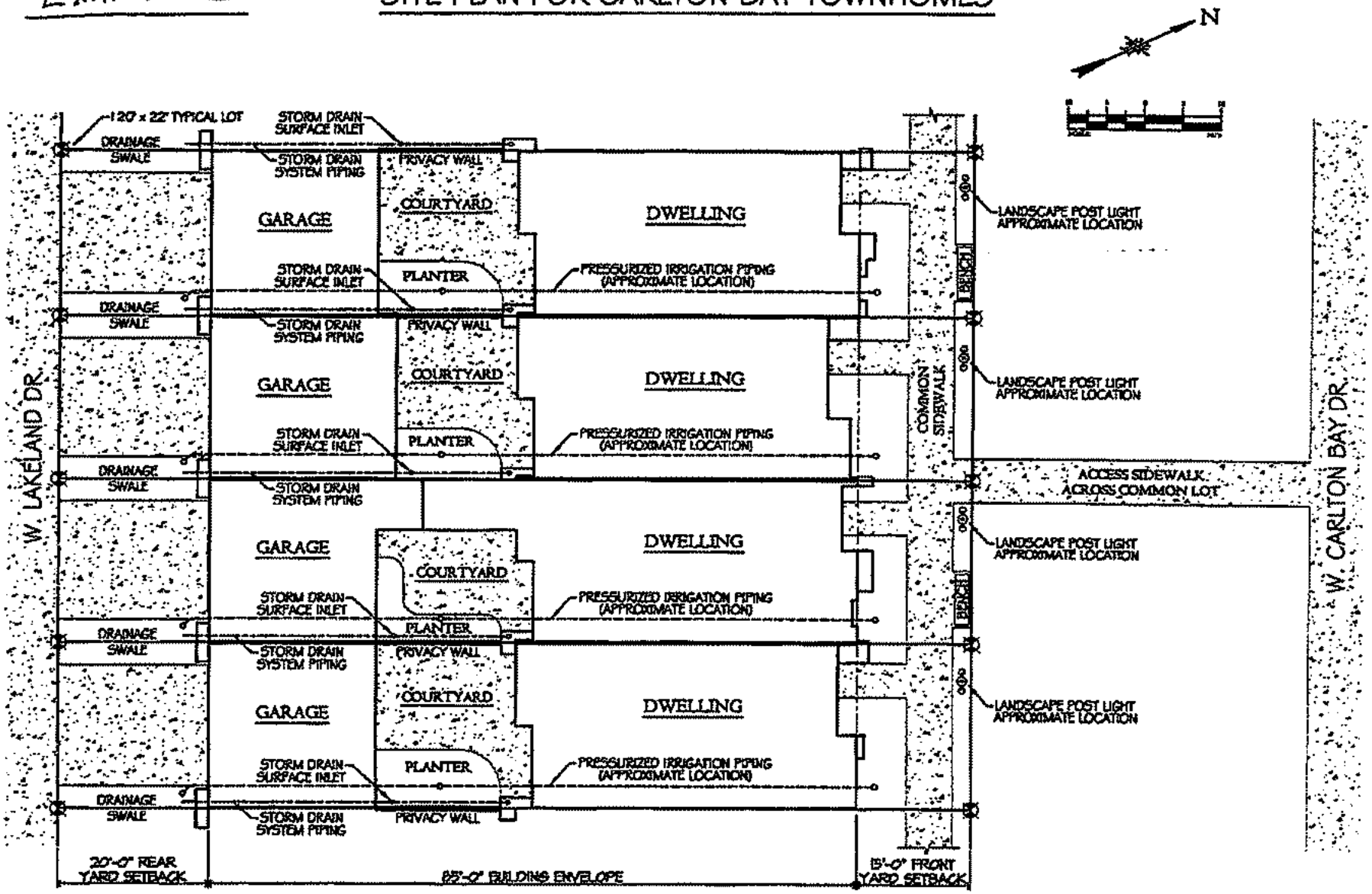


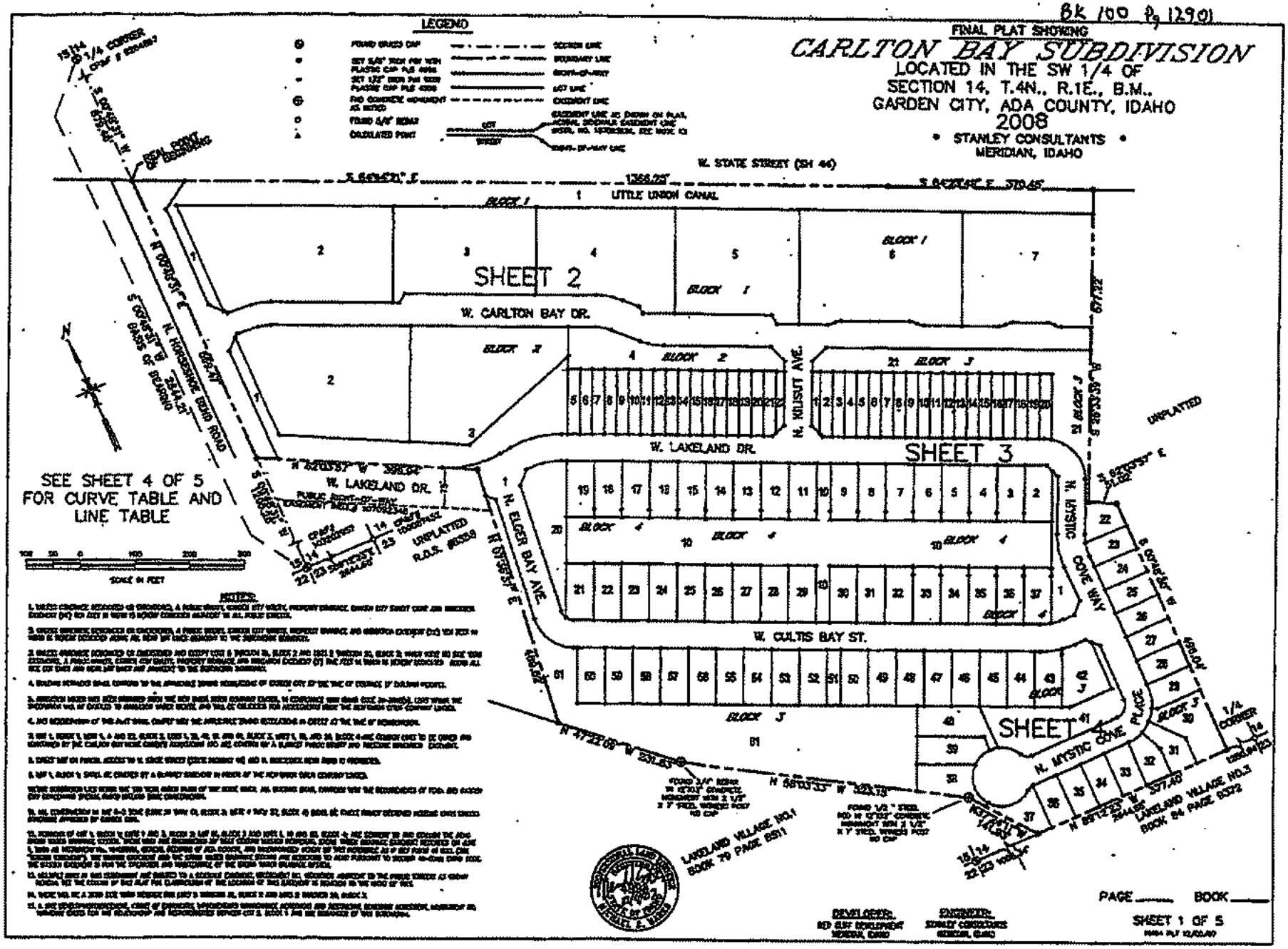
EXHIBIT D

CARLTON BAY SUBDIVISION FINAL PLAT

See attached.

Exhibit "D"

Bk 100 Pg 12901



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=28 VICTORIA BAILEY
PIONEER TITLE COMPANY OF ADA COUNTY

2016-054702
06/22/2016 11:19 AM
$91.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY TOWNHOMES

June 22nd, 2016

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.

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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 10 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 16th 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: 3/10/16

STATE OF IDAHO NOTARY PUBLIC BETHANY SMITH

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 11, 10, 09, 08, 07 and 06, 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.

Exhibit "B"

Bk 100 Pg 12901

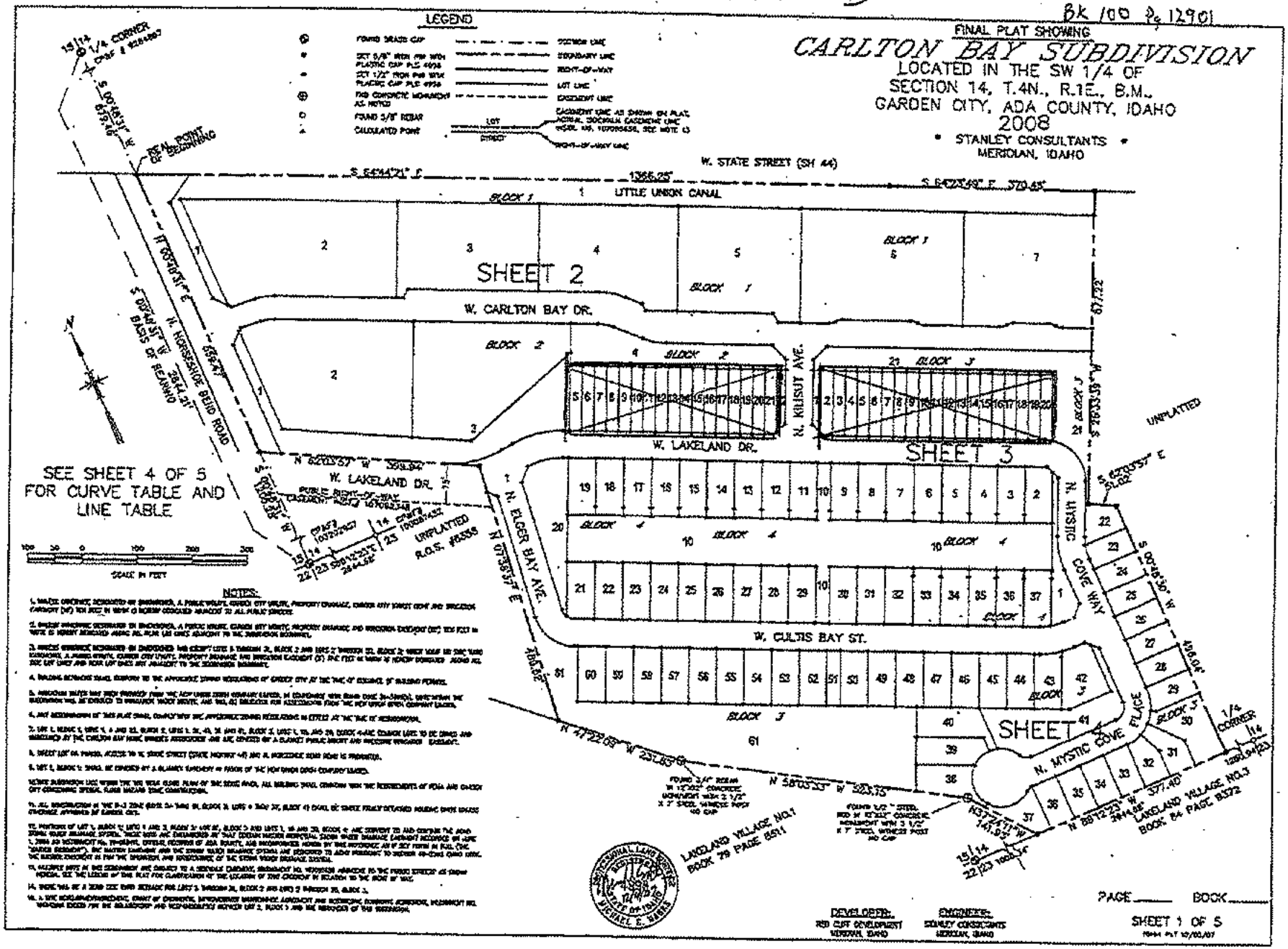


EXHIBIT C

SITE PLAN

See attached.

Exhibit "C"

SITE PLAN FOR CARLTON BAY TOWNHOMES

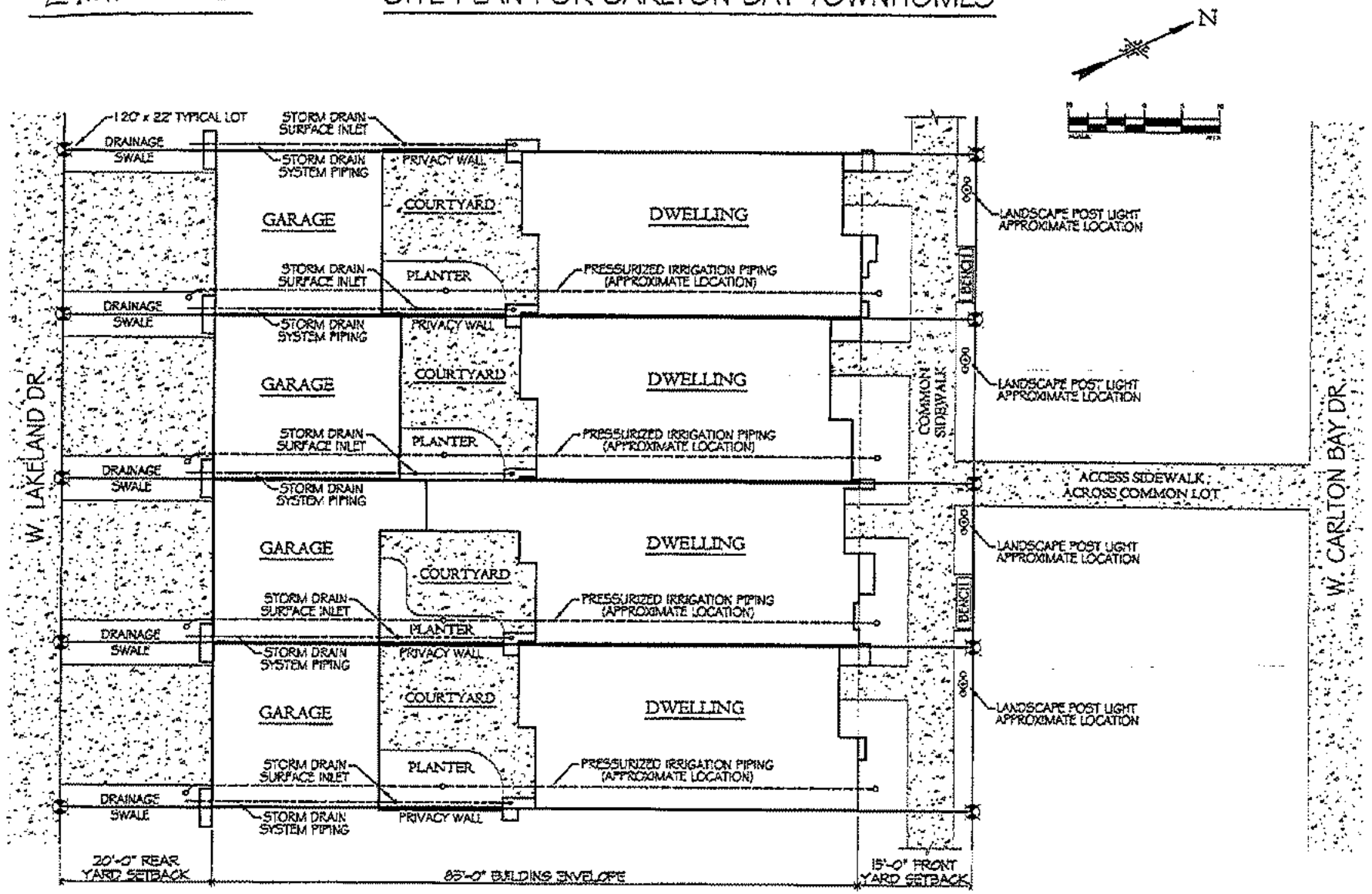


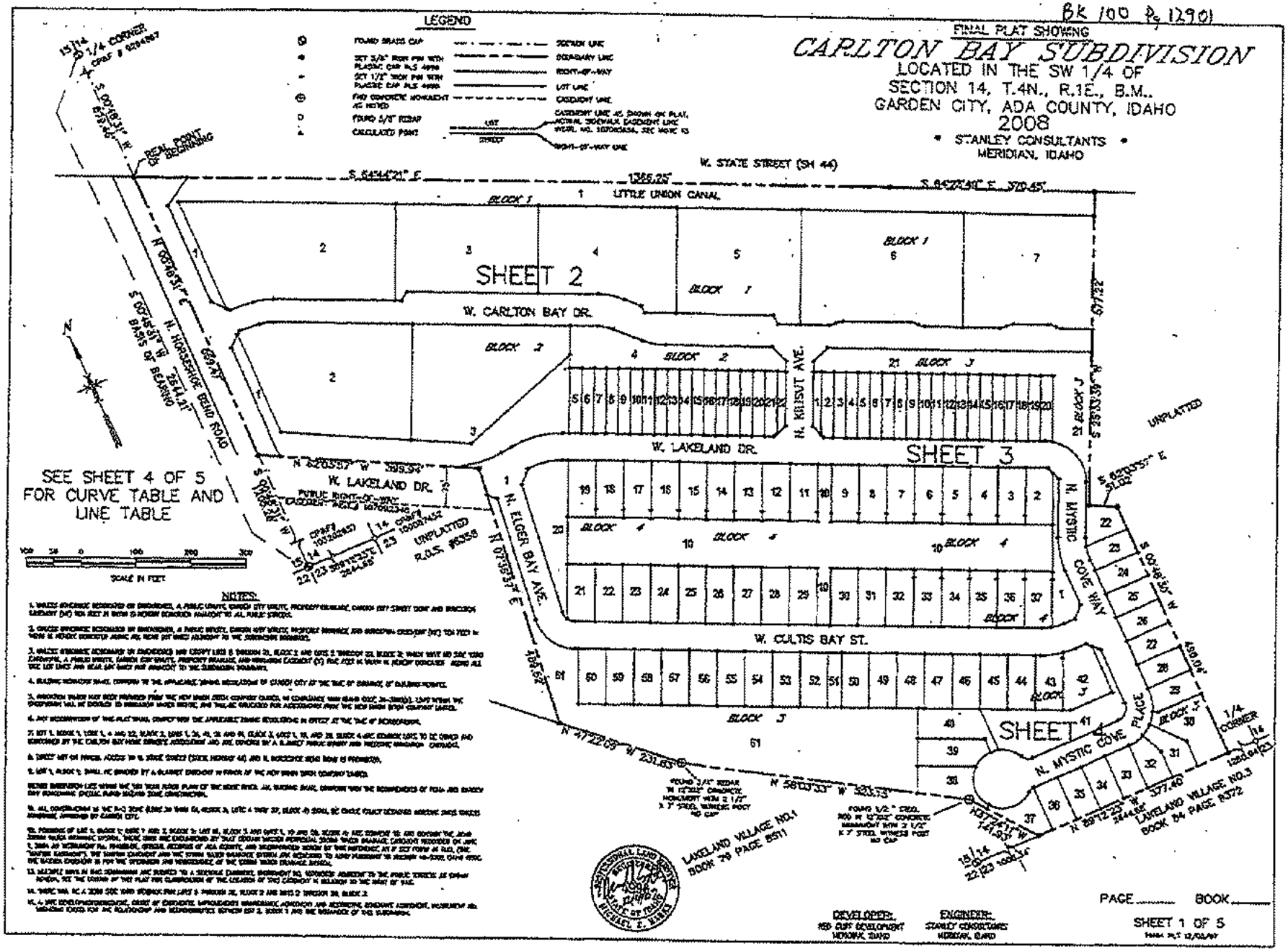
EXHIBIT D

CARLTON BAY SUBDIVISION FINAL PLAT

See attached.

Exhibit "D"

Bk 100 Pg 12901


FINAL PLAT SHOWING
CARLTON BAY SUBDIVISION
LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2008
• STANLEY CONSULTANTS •
MERIDIAN, IDAHO
LEGEND
FOUND BRASS CAP
SET 5/8" REBAR PIN WITH PLASTIC CAP PLS 4998
SET 1/2" IRON PIN WITH PLASTIC CAP PLS 4998
FND CONCRETE MONUMENT AS NOTED
FOUND 5/8" REBAR
CALCULATED POINT
SECTION LINE
BOUNDARY LINE
RIGHT-OF-WAY
LOT LINE
EASEMENT LINE
EASEMENT LINE AS SHOWN ON PLAT, NOTED, SIDEWALK EASEMENT LINE WEIR, NO. 103060A5A, SEE NOTE 13
RIGHT-OF-WAY LINE
W. STATE STREET (SH 44)
S 84°44'21" E 1365.25'
S 84°20'41" E 970.45'
LITTLE UNION CANAL
BLOCK 1
SHEET 2
W. CARLTON BAY DR.
BLOCK 2
BLOCK 3
N. KRISVI AVE.
W. LAKELAND DR.
SHEET 3
N. MYSTIC COVE WAY
W. CULTIS BAY ST.
N. ELGER BAY AVE.
N. MYSTIC COVE PLACE
SHEET 4
UNPLATTED
N. HORSESHOE BEND ROAD
S 00°48'21" W 2614.21' BASIS OF BEARING
N 00°48'21" E 659.21'
POINT OF BEGINNING
15 1/4 CORNER FD 1/2" REBAR & CAP
1/4 CORNER
SEE SHEET 4 OF 5 FOR CURVE TABLE AND LINE TABLE
SCALE IN FEET
N 47°22'05" W 231.65'
N 58°03'33" W 321.73'
FOUND 3/4" REBAR IN 12"DIA CONCRETE MONUMENT WITH 2 1/2" X 7' STEEL WITNESS POST NO CAP
FOUND 1/2" REBAR IN 12"DIA CONCRETE MONUMENT WITH 2 1/2" X 7' STEEL WITNESS POST NO CAP
LAKELAND VILLAGE NO.1 BOOK 79 PAGE 8511
LAKELAND VILLAGE NO.3 BOOK 84 PAGE 8372
N 89°12'23" W 377.40'
N 89°12'23" W 1244.69'
S 00°48'21" W 450.04'
S 00°48'21" W 1320.64'
N 00°48'21" E 659.21'
N 00°48'21" E 1320.64'
S 00°48'21" W 1320.64'
S 00°48'21" W 2614.21'
N 89°55'57" W 1365.52'
S 89°55'57" E 51.02'
N 89°55'57" E 1365.52'
S 89°55'57" E 169.52'
S 89°55'57" E 1320.64'
S 89°55'57" E 1320.64'
S 89°55'57" E 1320.64

ACCOMODATION

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=28 DAWN TRIVOLIS
PIONEER TITLE COMPANY OF ADA COUNTY

2016-106514
11/02/2016 04:37 PM
$91.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY TOWNHOMES

November 2, 2016

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.

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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 16 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: 5/18/16

BETHANY SMITH NOTARY PUBLIC STATE OF IDAHO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 05, 04, 03, and 02, 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.

Exhibit "B"

Bk 100 Pg 12901

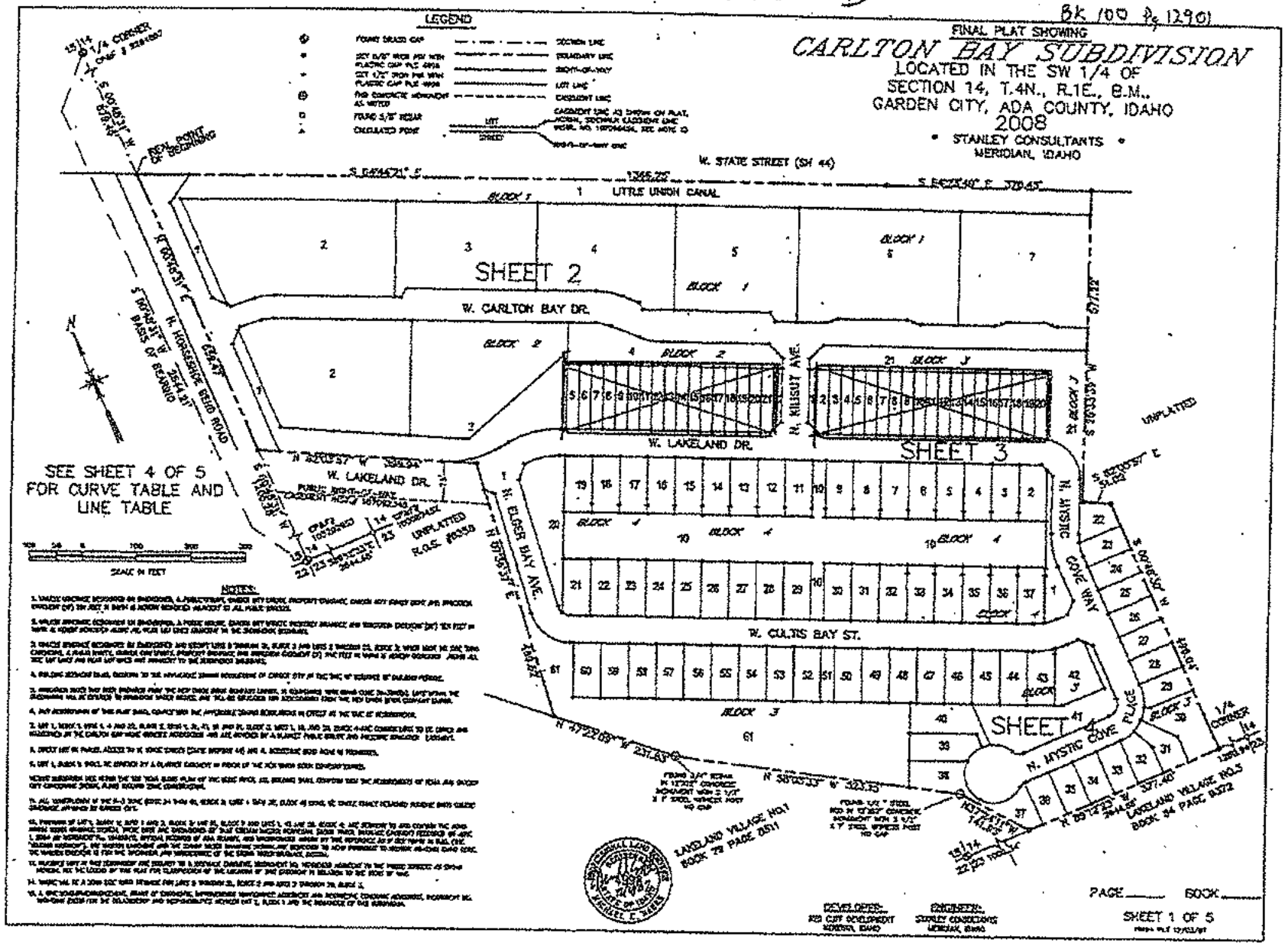


EXHIBIT C

SITE PLAN

See attached.

Exhibit "C"

SITE PLAN FOR CARLTON BAY TOWNHOMES

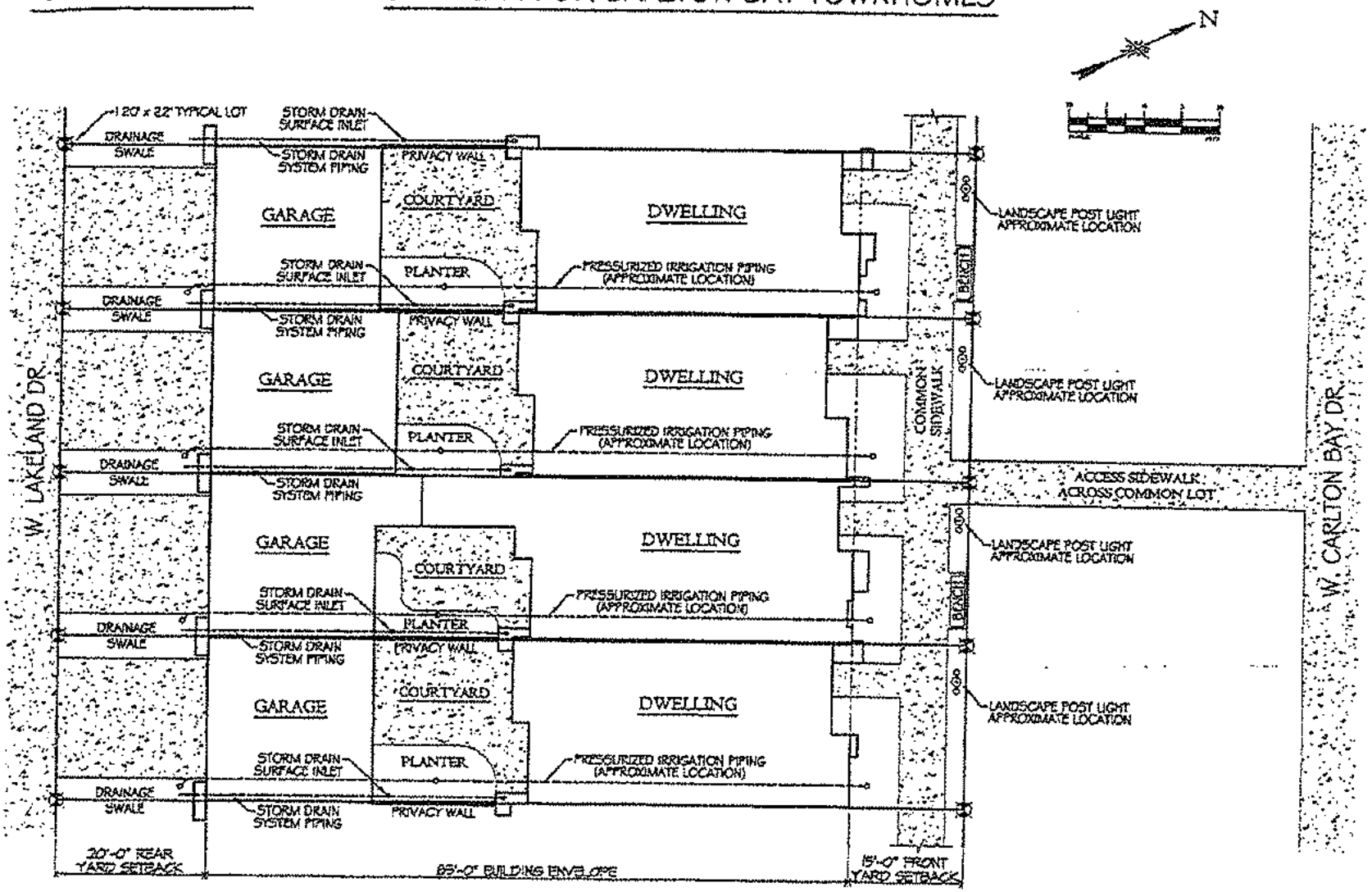


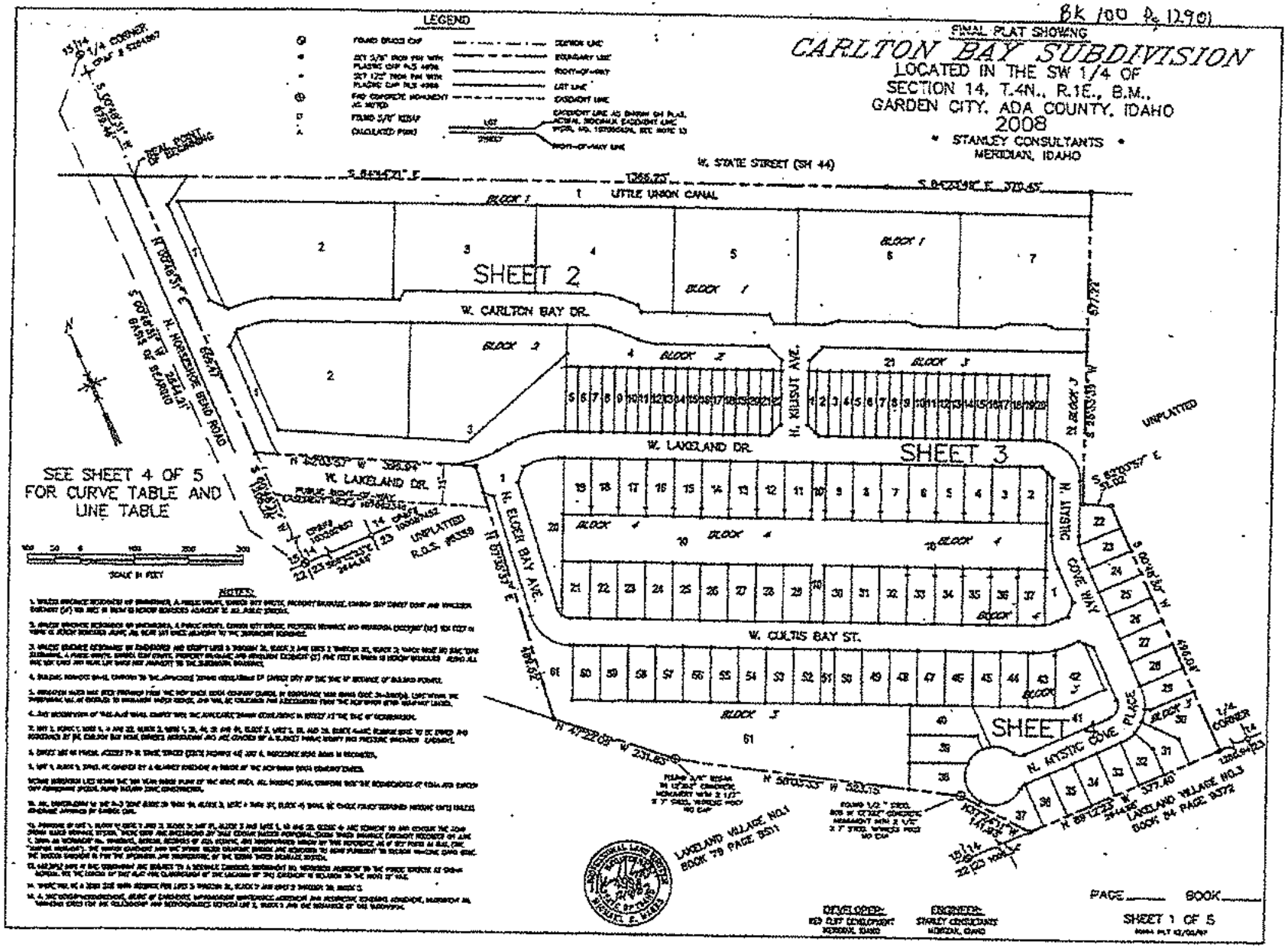
EXHIBIT D

CARLTON BAY SUBDIVISION FINAL PLAT

See attached.

Exhibit "D"

Bk 100 Pg 12901



ADA COUNTY RECORDER Christopher D Rich
BOISE IDAHO Pgs=30 CHE FOWLER
CARLTON BAY TOWNHOMES WEST

2018-104257
11/01/2018 10:04 AM
AMOUNT $97 00

00560263201801042570300300

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY TOWNHOMES WEST

October 2, 2018

NOTICE

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

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CARLTON BAY TOWNHOMES WEST

This Declaration of Covenants, Conditions and Restrictions for Carlton Bay Townhomes West (this "Declaration") is made effective this 3rd day of October, 2018, by Solitude Homes Inc., an Idaho corporation, and Rock Contractors, Inc., an Idaho corporation (collectively the "Declarant").

ARTICLE I: PROPERTY AND PURPOSE

Section 1. Property Covered. The property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is the last phase of all the Carlton Bay Townhome lots as depicted on the attached Exhibit B, which is made a part hereof. This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

Section 2. Property Subject to Additional Documents. **The Property is part of the entire Carlton Bay Subdivision. Pursuant to that certain Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Subdivision, recorded in the records of Ada County, Idaho, as Instrument No. 2015-064594, the Property is subject to all, or portions of, the following (all of which shall collectively be referred to herein as the "Existing CC&Rs"):**

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) Any other term, covenant, condition or restriction of record affecting the Property.

The Property is also subject to the terms and restrictions contained in the Carlton Bay Subdivision final plat, filed in Book 100 of Plats, at Pages 12901 through 12905, official records of Ada County, Idaho, attached hereto as Exhibit C, which is made a part hereof ("Plat"). In addition to being subject to the Existing CC&Rs and the Plat, every Owner of a Lot, in addition to being a Member in the Association, will be 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.

Finally, the Property is not subject to that certain Declaration of Covenants, Conditions and Restrictions for Carlton Bay Townhomes, recorded in the records of Ada County, Idaho, as Instrument No. 113131949, and the Owners of Lots within the Property shall not be members in the Carlton Bay Townhomes Association, Inc.

Section 3. Purposes of Declaration. The purposes of this Declaration are to set forth the basic restrictions, covenants, limitations, conditions and equitable servitudes (collectively "Restrictions") that will apply to the Property and the 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, shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the Existing CC&Rs, the Plat, and this Declaration, 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: ADDITIONAL 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 D, which is made a part hereof ("Site Plan").

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

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

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

Section 5. "Common Walls" shall mean the common walls separating each Dwelling Unit.

Section 6. "Declarant" shall collectively mean Solitude Homes Inc., an Idaho corporation, and Rock Contractors, Inc., an Idaho corporation, or either or both of their designated successors and/or assigns.

Section 7. "Dwelling Unit" shall mean the single-family, attached townhome and corresponding garage constructed on each Lot.

Section 8. "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 9. "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 10. "Lot" shall mean any and all lots legally described on the attached Exhibit A.

Section 11. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 12. "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 13. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of 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 14. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 15. "Plat" shall mean the Carlton Bay Subdivision final plat, filed in Book 100 of Plats, at Pages 12901 through 12905, official records of Ada County, Idaho (a copy of which is attached hereto as Exhibit D), as it may be amended from time to time.

Section 16. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in Article V.

Section 17. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Access Sidewalks, Sidewalks, Pressurized Irrigation 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 18. "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 19. "Sidewalks" shall mean all sidewalks located through-out the Property.

Section 20. "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.

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 shall have the right to 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, Sidewalks, 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 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 any exterior item specified above, as determined by the Board in its sole discretion, the Board may levy reasonable fines against such Owner and such Owner's Lot in compliance with any provision of the Idaho Code, and/or it, or 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, or his or her family members, tenants, invitees or licensees, 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) day.

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

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

Section 7. Exterior Lighting and Light Bulbs. 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 visibility from all other Owners and W. Lakeland Drive.

Section 9. Parking. Unless otherwise provided herein or as provided by rules or regulations adopted by the Board, Owners must park their 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. Flood and Other Insurance. The Property currently lies within a flood plain as shown on a federal flood plain map. Accordingly, the Association on behalf of all Owners, or each Owner individually, must maintain AT ALL TIMES a proper flood insurance policy covering all the Lots. 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 16. 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 than 8:00pm that evening.

Section 17. Sidewalk Easement. 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 Sidewalks for access through, and the enjoyment of, the Property by the Declarant, the Owners and their family members, tenants, invitees and licensees.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to, and through-out, the Property, 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 (collectively the "Pressurized Irrigation System"). The Association, CBHOA and/or the Ditch Company will operate, maintain, repair and/or replace this Pressurized Irrigation System.

The Pressurized Irrigation System will be used for all irrigation of the Property. 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. Declarant and 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 five (5) 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 may 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 Assessments and fees as levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association. These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. Regular, Special and Limited Assessments, together with 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, late fees 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.**

Notwithstanding any of the foregoing, the imposition, perfection and/or foreclosure of any Association lien must also comply with any and all requirements contained in the Idaho Code.

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 other purposes discussed herein, including, without limitation, the operation, maintenance, repair and/or replacement of the Lots, Dwelling Unit exteriors, Access Sidewalks, Sidewalks, 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 bylaws, shall have all powers and authority permitted to the Board under the Association's articles, bylaws 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.

(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 or bylaws, 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 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 by 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 of 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. 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 5. 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.

Notwithstanding any other provision contained in this Declaration, the imposition and collection of any fines, as well as the award and collection of attorneys' and costs, by the Association must comply with any and all requirements contained in the Idaho Code.

Section 6. 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 their hands on the date first above written.

Solitude Homes Inc.,
an Idaho corporation

By: _____
Cody Weight, President

By: _____
Bradly J. Egbert

Rock Contractors, Inc.,
an Idaho corporation

By: _____
Charles Wood, President

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 14

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on October 19, 2018, by Cody Weight as the President of Solitude Homes Inc.

Signature of Notary Public

My commission expires: 10/03/2019

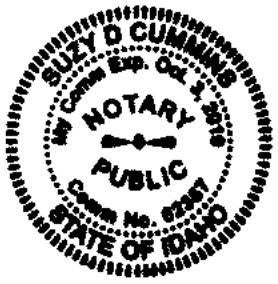


STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on October 19, 2018, by Charles Wood as the President of Rock Contractors, Inc.

Signature of Notary Public

My commission expires: 10/03/2019



STATE OF IDAHO)
)ss
County of Ada)

This record was acknowledged before me on October 30, 2018, by Bradly J Egbert as an individual.

Signature of Notary Public
My commission expires: 9/1/2021



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 15

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 5 through 21, Block 2, 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.

EXHIBIT C

CARLTON BAY SUBDIVISION FINAL PLAT

See attached.

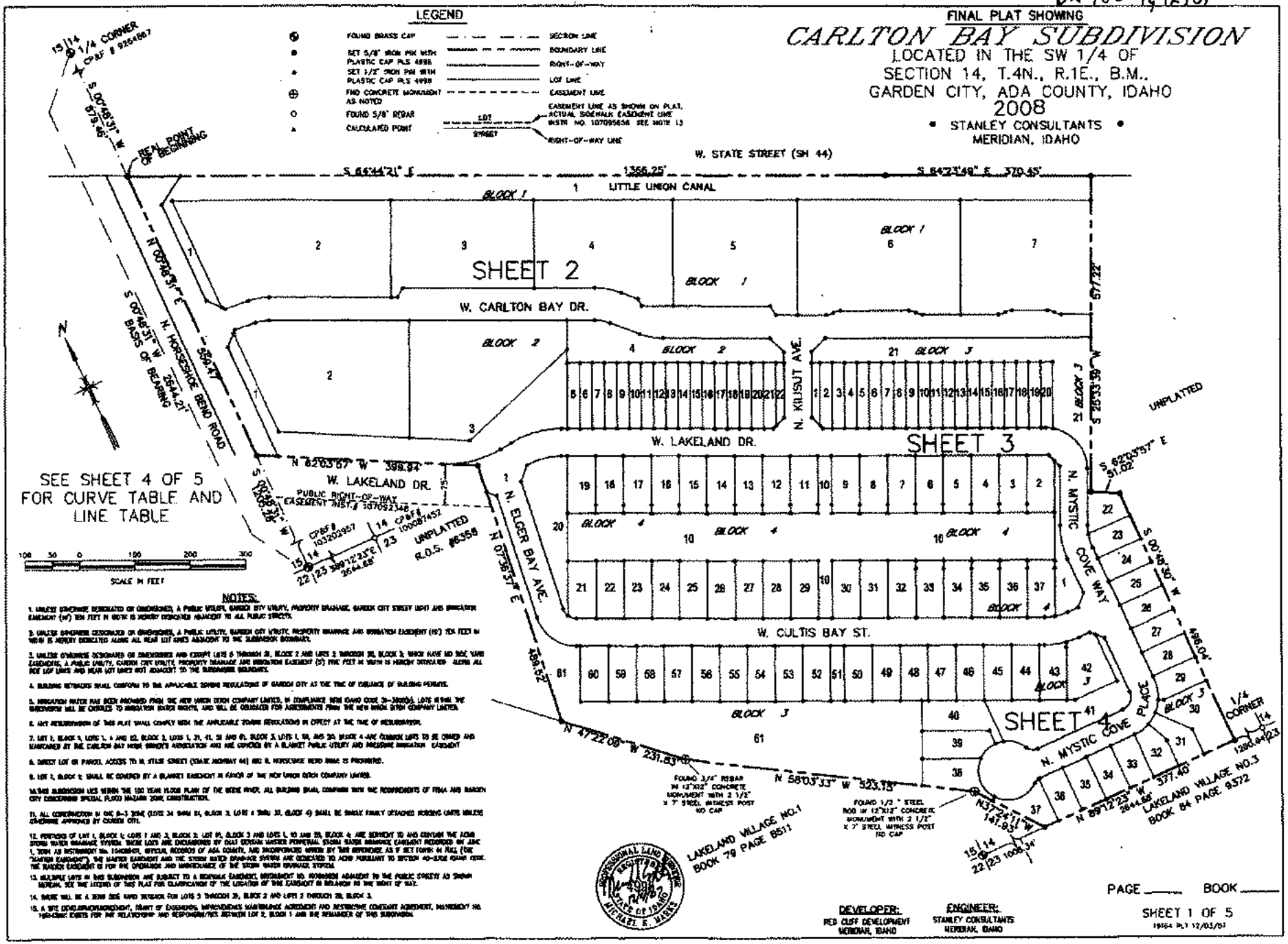
Bk 100 Pg 12901

FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



NOTES:

1. UNLESS OTHERWISE DESIGNATED OR UNDERSTOOD, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE, GARDEN CITY STREET LIGHT AND IRRIGATION EASEMENT (10') TEN FEET IN WIDTH IS HEREBY DEDICATED ADJACENT TO ALL PUBLIC STREETS.

2. UNLESS OTHERWISE DESIGNATED OR UNDERSTOOD, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (10') TEN FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL REAR LOT LINES ADJACENT TO THE SUBDIVISION BOUNDARY.

3. UNLESS OTHERWISE DESIGNATED OR UNDERSTOOD AND EXCEPT LOTS 5 THROUGH 20, BLOCK 2 AND LOTS 2 THROUGH 20, BLOCK 3, WHICH HAVE NO SIDE YARD EASEMENTS, A PUBLIC UTILITY, GARDEN CITY UTILITY, PROPERTY DRAINAGE AND IRRIGATION EASEMENT (5') FIVE FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES AND REAR LOT LINES NOT ADJACENT TO THE SUBDIVISION BOUNDARY.

4. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF GARDEN CITY AT THE TIME OF ISSUANCE OF BUILDING PERMITS.

5. IRRIGATION WATER HAS BEEN PROVIDED FROM THE NEW UNION DITCH COMPANY LIMITED. IN COMPLIANCE WITH IDAHO CODE 31-3805(b), LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE NEW UNION DITCH COMPANY LIMITED.

6. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

7. LOT 1, BLOCK 1; LOTS 1, 4 AND 12, BLOCK 2, LOTS 1, 21, 41, 58 AND 61, BLOCK 3; LOTS 1, 19, AND 20, BLOCK 4 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE CARLTON BAY HOME OWNER'S ASSOCIATION AND ARE COVERED BY A BLANKET PUBLIC UTILITY AND PRESSURE IRRIGATION EASEMENT.

8. DIRECT LOT OR PARCEL ACCESS TO W. STATE STREET (STATE HIGHWAY 44) AND N. HORSESHOE BEND ROAD IS PROHIBITED.

9. LOT 1, BLOCK 1, SHALL BE COVERED BY A BLANKET EASEMENT IN FAVOR OF THE NEW UNION DITCH COMPANY LIMITED.

10. THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN OF THE BOISE RIVER. ALL BUILDING SHALL COMPLY WITH THE REQUIREMENTS OF FEMA AND GARDEN CITY CONCERNING SPECIAL FLOOD HAZARD ZONE CONSTRUCTION.

11. ALL CONSTRUCTION IN THE R-3 ZONE (LOTS 34 THRU 61, BLOCK 3, LOTS 1 THRU 20, BLOCK 4) SHALL BE SINGLE FAMILY DETACHED HOUSING UNITS UNLESS OTHERWISE APPROVED BY GARDEN CITY.

12. PORTIONS OF LOT 1, BLOCK 1; LOTS 1 AND 3, BLOCK 2; LOT 61, BLOCK 3 AND LOTS 1, 10 AND 20, BLOCK 4, ARE SERVIENT TO AND CONTAIN THE ADA STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY DUAL STORM WATER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED AS ADA T. 30N R. 1E INSTRUMENT No. 104038871, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE, AS IF SET FORTH IN FULL (THE "CARLTON EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEMS ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE BURDEN EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

13. MULTIPLE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A SIDEWALK EASEMENT, INSTRUMENT NO. 107095656 ADJACENT TO THE PUBLIC STREETS AS SHOWN HEREON. SEE THE LEGEND OF THIS PLAT FOR CLARIFICATION OF THE LOCATION OF THE EASEMENT IN RELATION TO THE RIGHT OF WAY.

14. THERE WILL BE A ZERO SIDE YARD SETBACK FOR LOTS 5 THROUGH 20, BLOCK 2 AND LOTS 2 THROUGH 20, BLOCK 3.

15. A SITE DEVELOPMENT AGREEMENT, GRANT OF EASEMENTS, IMPROVEMENTS MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT AGREEMENT, INSTRUMENT NO. 108043961 EXISTS FOR THE RELATIONSHIP AND RESPONSIBILITIES BETWEEN LOT 2, BLOCK 1 AND THE REMAINDER OF THIS SUBDIVISION.

PROFESSIONAL LAND SURVEYOR — STATE OF IDAHO — MICHAEL E. WEBB

DEVELOPER:
RED CLIFF DEVELOPMENT
MERIDIAN, IDAHO

ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

PAGE _____ BOOK _____

SHEET 1 OF 5

19564 PLT 12/03/07

BK 100 Pg 12902

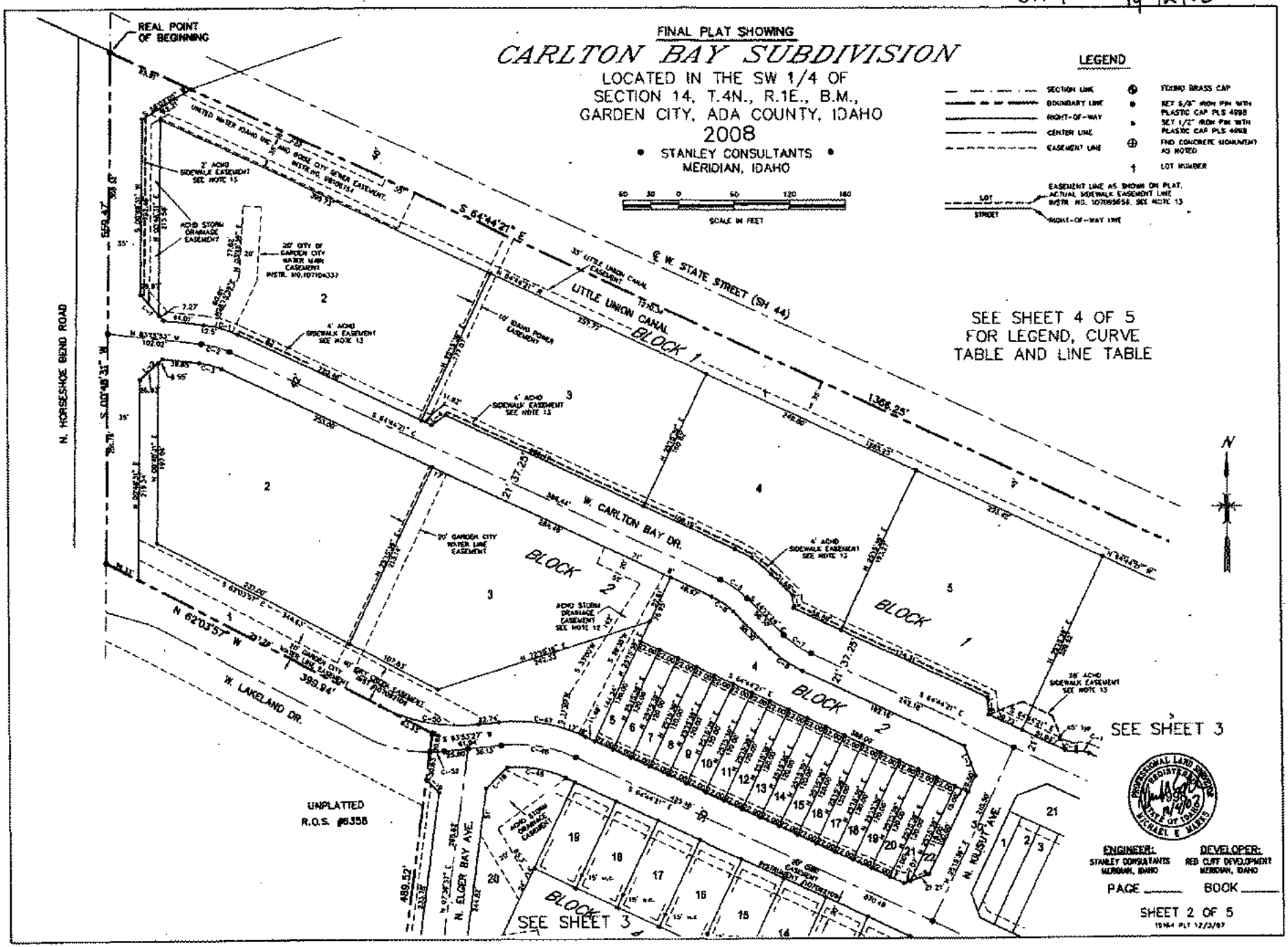
FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO

2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



PROFESSIONAL LAND SURVEYOR REGISTERED MICHAEL E. MARTS STATE OF IDAHO

ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

DEVELOPER:
RED CLIFF DEVELOPMENT
MERIDIAN, IDAHO

PAGE _____ BOOK _____

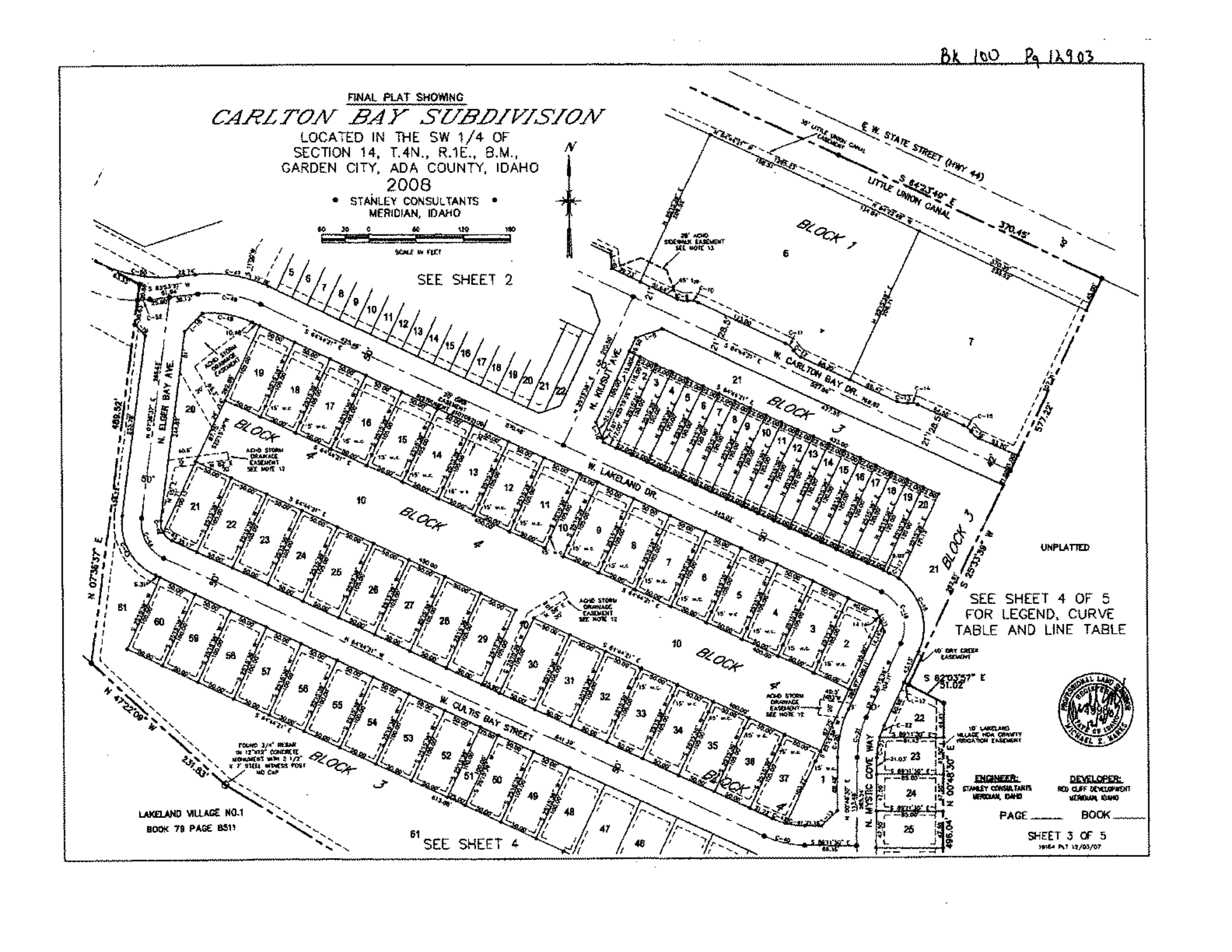
19164 PLT 12/3/07

FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



Bk 100 Pg 12904

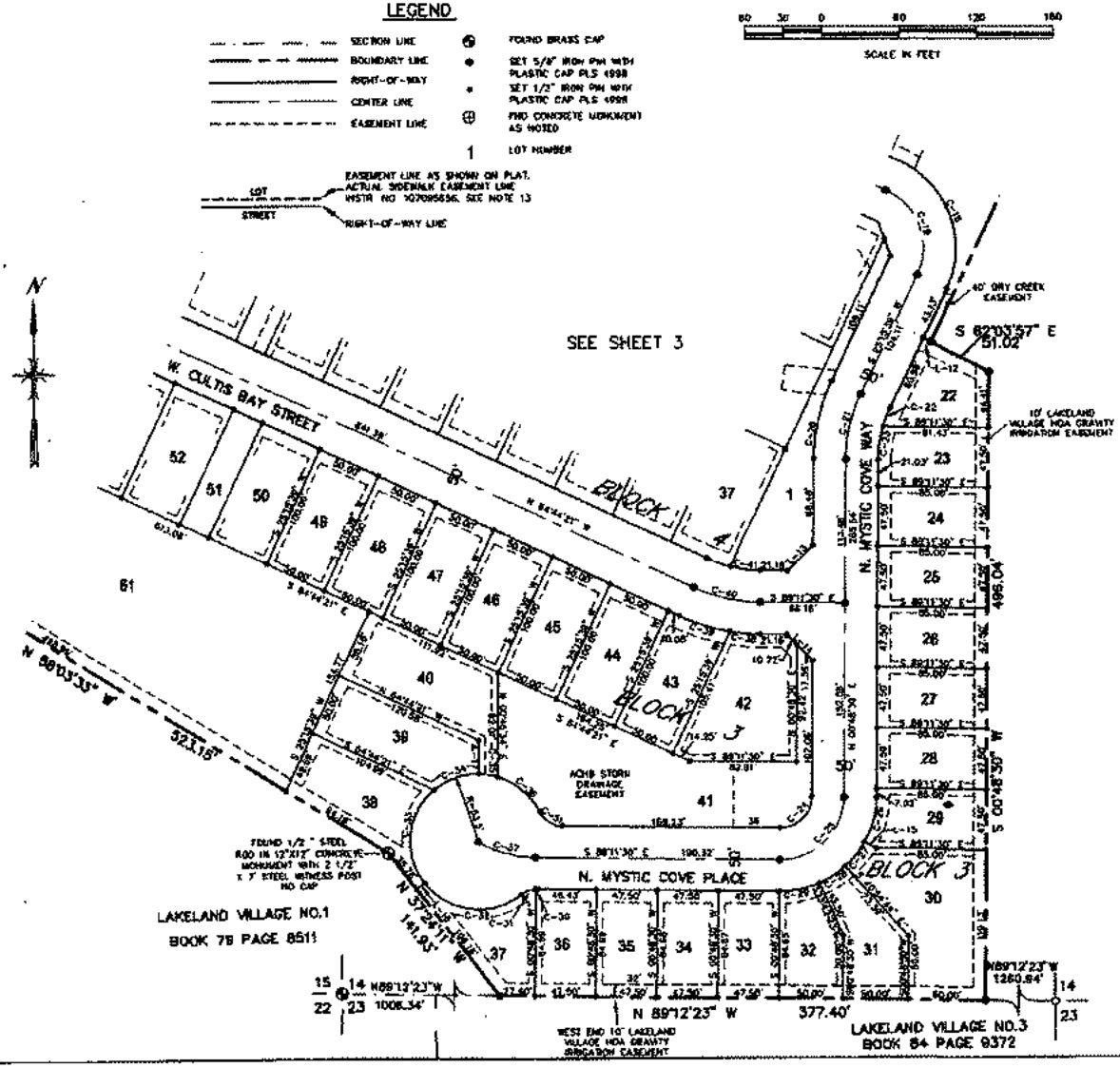
FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO

2008

STANLEY CONSULTANTS
MERIDIAN, IDAHO



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C-1	38.13'	121.00'	18°03'33"	19.23'	N 24°00'07" W	38.00'
C-2	32.51'	100.00'	18°37'31"	16.37'	N 74°00'07" W	32.38'
C-3	23.94'	78.00'	17°35'21"	12.08'	N 24°00'07" W	23.85'
C-4	39.18'	127.35'	20°31'57"	19.80'	N 84°28'23" W	38.97'
C-5	35.84'	100.00'	20°31'57"	18.11'	N 84°28'23" W	35.64'
C-6	28.31'	78.00'	20°31'57"	14.31'	N 84°28'23" W	28.15'
C-7	35.84'	100.00'	20°31'57"	18.11'	S 84°28'23" E	35.64'
C-8	43.38'	121.00'	20°31'57"	21.92'	S 84°28'23" E	43.15'
C-9	15.53'	23.00'	38°40'48"	8.05'	S 81°28'55" E	15.23'
C-10	15.53'	23.00'	38°40'48"	8.05'	N 81°28'55" W	15.23'
C-11	15.53'	23.00'	38°40'48"	8.05'	N 46°48'30" W	15.23'
C-12	15.53'	23.00'	38°40'48"	8.05'	S 46°48'30" E	15.23'
C-13	15.47'	23.00'	38°31'29"	8.01'	S 85°31'06" E	15.18'
C-14	13.00'	23.00'	32°36'39"	6.70'	N 81°53'08" W	12.83'
C-15	12.77'	23.00'	31°15'25"	6.57'	N 47°48'30" W	12.60'
C-16	13.97'	23.00'	33°33'19"	7.23'	S 47°17'37" E	13.78'
C-17	13.06'	75.00'	9°57'48"	6.54'	S 38°10'28" W	13.04'
C-18	184.77'	75.00'	80°02'14"	83.67'	N 14°55'28" W	98.46'
C-19	78.54'	50.00'	90°00'00"	50.00'	N 18°44'30" W	70.71'
C-20	84.82'	150.00'	32°23'56"	43.56'	S 13°30'04" W	83.69'
C-21	83.36'	188.00'	25°23'09"	27.08'	S 13°12'04" W	82.66'
C-22	15.48'	100.00'	8°52'05"	7.76'	S 20°19'36" W	15.47'
C-23	26.75'	100.00'	15°19'04"	13.48'	S 08°35'05" E	26.67'
C-24	39.27'	25.00'	90°00'00"	25.00'	N 89°56'30" E	35.36'
C-25	78.54'	50.00'	90°00'00"	50.00'	N 89°48'30" E	70.71'
C-26	37.12'	75.00'	28°21'03"	18.95'	N 14°38'02" E	36.75'
C-27	24.38'	75.00'	18°37'36"	12.30'	N 38°29'08" E	24.28'
C-28	24.21'	75.00'	18°29'51"	12.21'	N 57°08'51" E	24.10'
C-29	33.08'	75.00'	25°16'53"	16.79'	N 78°33'03" E	32.80'
C-30	2.07'	30.00'	3°56'12"	1.04'	S 82°50'34" W	2.07'
C-31	11.73'	30.00'	22°24'08"	5.91'	S 68°52'40" W	11.57'
C-32	69.35'	53.50'	74°15'14"	40.62'	S 83°05'33" E	64.56'
C-33	81.97'	53.50'	87°47'10"	51.08'	S 08°29'08" W	74.18'
C-34	38.05'	53.50'	40°45'51"	19.87'	S 70°23'08" W	37.25'
C-35	15.40'	53.50'	16°29'57"	7.75'	N 80°55'31" W	15.35'
C-36	43.39'	53.50'	46°28'05"	23.19'	N 38°33'27" W	42.22'
C-37	48.43'	30.33'	91°28'56"	33.14'	S 74°58'02" E	43.52'
C-38	2.61'	150.00'	0°59'48"	1.31'	S 86°10'36" E	2.61'
C-39	40.40'	150.00'	15°26'06"	20.33'	S 72°27'21" E	40.28'
C-40	54.36'	125.00'	24°54'54"	27.66'	S 76°37'54" E	53.94'
C-41	23.78'	100.00'	13°37'49"	11.95'	S 86°58'37" E	23.72'
C-42	18.88'	100.00'	10°49'23"	9.47'	S 70°39'53" E	18.86'
C-43	84.71'	75.00'	72°20'36"	49.84'	S 38°13'52" E	80.54'
C-44	53.14'	30.00'	73°28'56"	30.58'	S 36°37'52" E	49.03'
C-45	13.88'	28.00'	28°23'35"	8.27'	S 46°34'41" E	13.61'
C-46	15.91'	28.00'	35°57'58"	8.11'	S 10°22'18" E	15.66'
C-47	90.81'	175.00'	29°43'19"	46.15'	N 80°04'22" W	89.62'
C-48	82.13'	150.00'	31°22'13"	42.13'	N 80°26'27" W	81.10'
C-49	83.22'	125.00'	38°08'27"	43.26'	N 78°04'36" W	81.67'
C-50	108.74'	183.50'	34°00'38"	56.63'	S 78°05'25" E	107.15'
C-51	32.06'	20.00'	91°50'36"	12.76'	S 37°50'38" E	28.74'
C-52	19.71'	150.00'	7°00'08"	7.86'	N 86°53'31" E	19.71'

LINE TABLE

LINE	LENGTH	BEARING
L-1	37.14'	S 46°34'41" E
L-2	33.48'	N 46°48'30" E
L-3	18.78'	N 88°12'23" E
L-4	14.81'	S 04°44'21" E
L-5	18.78'	S 04°44'21" E
L-6	35.38'	S 18°43'21" E
L-7	35.38'	N 70°15'39" E
L-8	28.28'	S 70°15'39" W
L-9	28.28'	S 70°15'39" W
L-10	28.28'	S 18°43'21" E
L-11	28.28'	S 18°43'21" E
L-12	9.85'	S 82°03'36" E
L-13	28.28'	N 45°48'30" E
L-14	28.28'	S 44°15'30" E
L-15	30.41'	S 80°48'54" E
L-16	7.84'	N 82°30'31" E
L-17	30.00'	S 00°45'54" E
L-18	32.13'	N 44°31'15" E
L-19	19.21'	N 44°34'58" W



ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

DEVELOPER:
RED CLIFF DEVELOPMENT
MERIDIAN, IDAHO

SHEET 4 OF 5

10164 PLT 12/03/07

PAGE _____ BOOK _____

CARLTON BAY SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT S & R LAND DEVELOPMENT, LLC, AND HAWKINS COMPANIES LLC, BOTH LIMITED LIABILITY COMPANYS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334, (2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND GARDEN CITY HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 (WEST 1/4 CORNER) OF SECTION 14, T.4N., R.1E., B.M., THENCE S 00°48'31" W, 879.48 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION;

ALONG THE RIGHT OF WAY OF STATE STREET THE FOLLOWING:
THENCE S 64°44'21" E, 1366.25 FEET TO A POINT;
THENCE S 64°23'46" E, 370.45 FEET TO A POINT;
LEAVING THE RIGHT OF WAY OF STATE STREET:
THENCE S 25°33'39" W, 577.32 FEET TO A POINT;
THENCE S 62°03'57" E, 51.02 FEET TO A POINT;
THENCE S 00°48'30" W, 486.04 FEET TO A POINT;
THENCE N 89°12'23" W, 377.40 FEET TO A POINT ON THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION;
ALONG THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION THE FOLLOWING:
THENCE N 37°24'11" W, 141.93 FEET TO A POINT;
THENCE N 58°03'33" W, 523.15 FEET TO A POINT;
THENCE N 47°22'09" W, 231.83 FEET TO A POINT;
LEAVING THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION:
THENCE N 07°35'37" E, 489.52 FEET TO A POINT;
THENCE N 62°03'57" W, 388.94 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14;
THENCE N 00°48'31" E, 550.47 FEET ALONG SAID WEST LINE TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION, CONTAINING 34.62 ACRES, MORE OR LESS.

THE PUBLIC STREETS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 23rd DAY OF April, 2007.

S & R DEVELOPMENT, LLC
SHANNON ROBNETT
MEMBER

HAWKINS COMPANIES LLC
GARY R. HAWKINS
MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA) S.S.

ON THIS 23rd DAY OF April, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SHANNON ROBNETT, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF S & R LAND DEVELOPMENT, LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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.

DONALD L. WOOK NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR Idaho
RESIDING IN Meridian
05-04-10
MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA) S.S.

ON THIS 2nd DAY OF April, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY R. HAWKINS, KNOWN OR IDENTIFIED TO ME TO BE MANAGER OF HAWKINS COMPANIES LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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.

DENISE STARK NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR State of Idaho
RESIDING IN Nampa, Idaho
8-31-2011
MY COMMISSION EXPIRES

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

R.E.H.S. 4/25/07
CENTRAL DISTRICT HEALTH DEPARTMENT

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PLS 5359
COUNTY SURVEYOR
12-3-2007

ADA COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

I, MICHAEL E. MARKS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

MICHAEL E. MARKS P.L.S.

PROFESSIONAL LAND SURVEYOR REGISTERED 4998 STATE OF IDAHO MICHAEL E. MARKS 3/14/07

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

8-2-07
GARDEN CITY ENGINEER

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11th DAY OF July, 2007.

CHAIRMAN ADHD

ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF GARDEN CITY

I, THE UNDERSIGNED, CITY CLERK IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 25th DAY OF June, 2007 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

GARDEN CITY CITY CLERK

GARDEN CITY SEAL

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

1/2/08
DATE

ADA COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
COUNTY OF ADA) S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF S & R Development AT 34 MINUTES PAST 11 O'CLOCK A M.
ON THIS 2nd DAY OF January, 20 08 IN BOOK 100 OF PLATS AT
PAGES 12901 THROUGH 12905 INSTRUMENT NO. 108000523

J. DAVID NAVARRO
EX-OFFICIO RECORDER

Deputy

$24.00
FEE

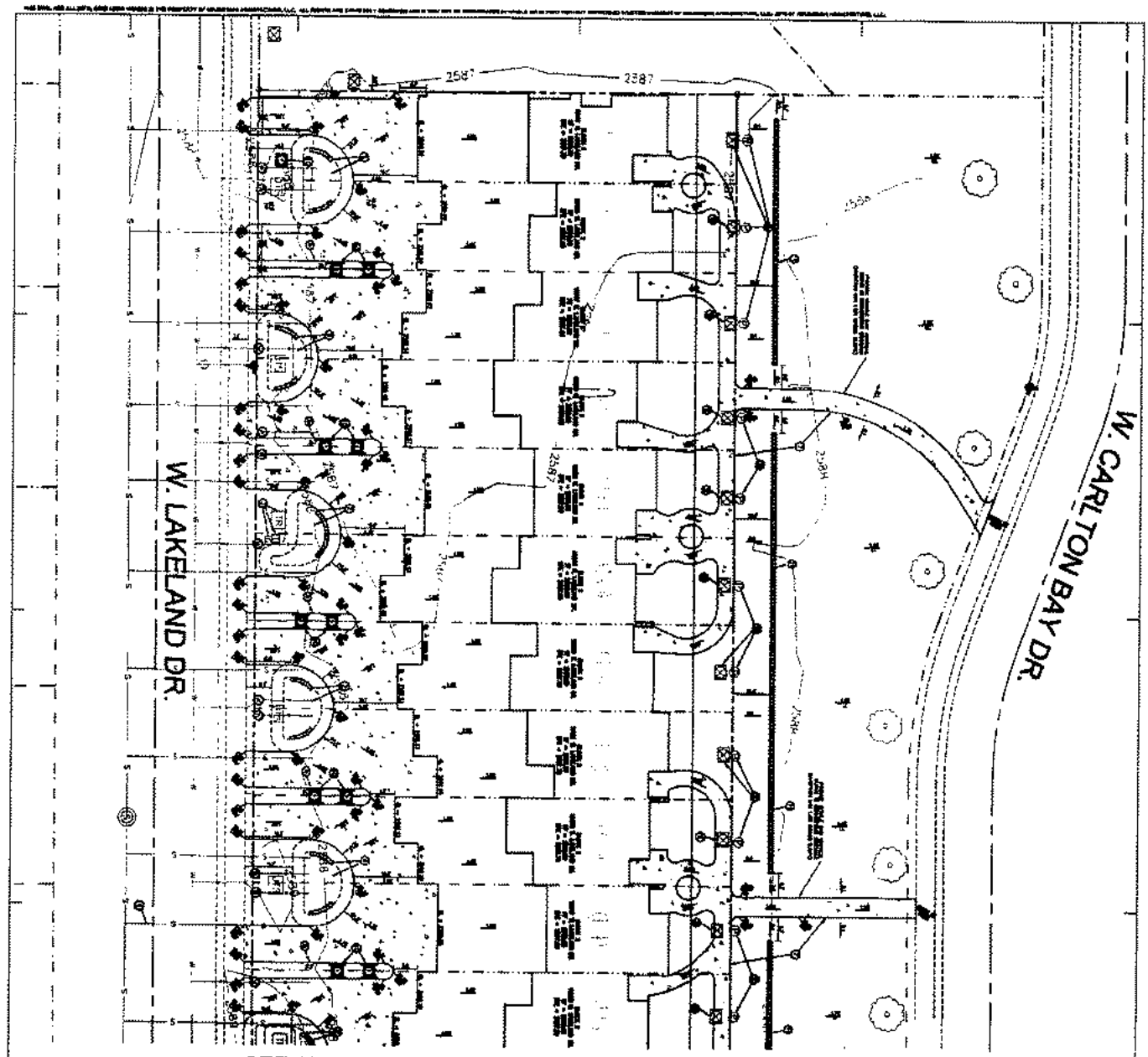
T8164-04/12/07

EXHIBIT D

SITE PLAN

See attached.

EXHIBIT D- ACCESS SIDEWALKS



5.21 Site Plan

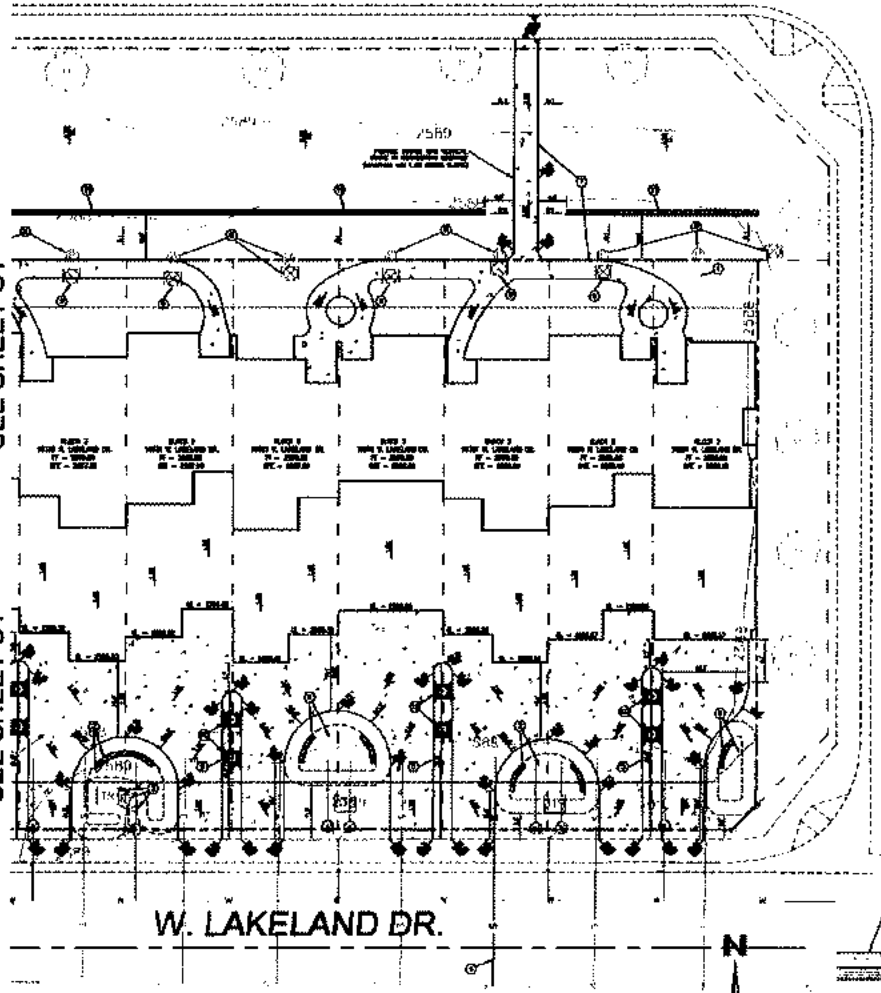
For Permit

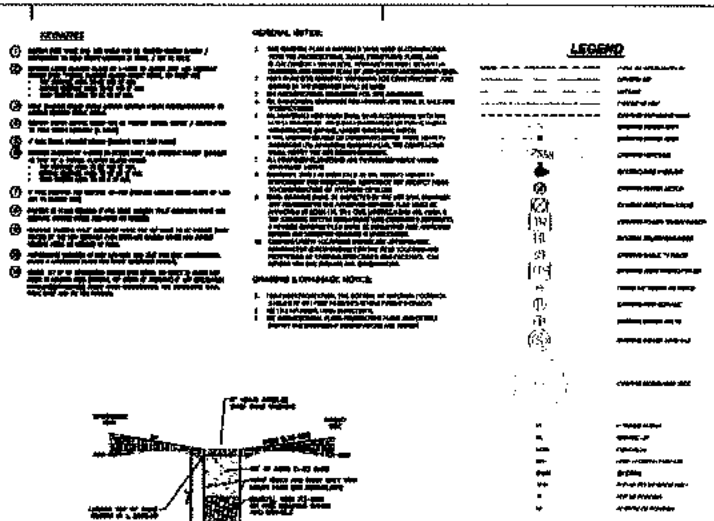
SOLITUDE HOMES

CARLTON BAY TOWNHOMES

ROCK SOLID CIVIL

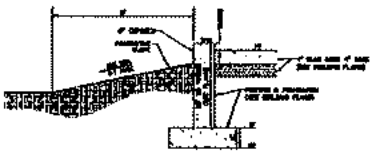
neUdesign ARCHITECTURE



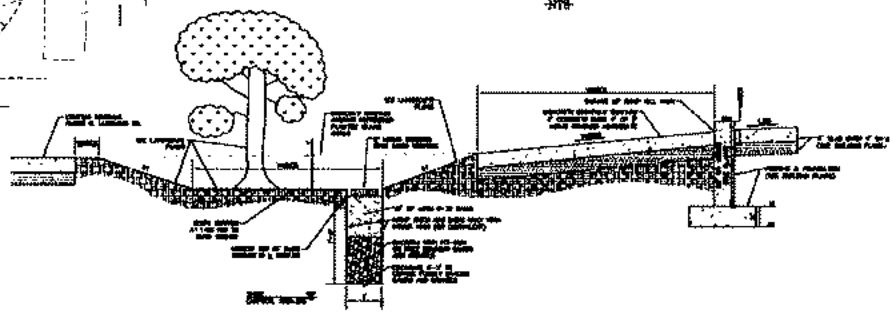




INFILTRATION WINDOW
SOUTH SIDE
-NTS-



TYPICAL SIDE YARD GRADING
-NTS-



TYPICAL PLANTER ISLAND SWALE
-NTS-

neudesign ARCHITECTURE

ROCK SOLID CIVIL

SOLITUDE HOMES

CARLTON BAY TOWNHOMES

PROFESSIONAL SEAL

DO NOT SCALE DRAWINGS

DWN: 1.15.16

C-2

Grading & Drainage Plan

For Permit

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=33 DAN RYALLS
MATTHEW PARKS

2019-045560
05/30/2019 12:30 PM
AMOUNT $106 00

00629401201900455600330335

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY TOWNHOMES

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.

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AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CARLTON BAY TOWNHOMES

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Carlton Bay Townhomes (this "Amended Declaration") is made effective this 30 day of May, 2019, by Carlton Bay Townhomes Association, Inc. (the "Association"), an Idaho non-profit corporation.

WHEREAS, the Association is acting on behalf of the Owners of the Property referred to in Article I of this Amended Declaration and described in Exhibit A attached hereto; and

WHEREAS, the Association desires to provide for the preservation of the values and amenities within the Carlton Bay Townhomes Community and for the maintenance of the open spaces, utilities and other common facilities within said community; and to this end, desires to subject the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are intended for the mutual benefit of said property and of each owner of a portion thereof; and

WHEREAS, the Association was formed and incorporated under the laws of the State of Idaho, as a nonprofit corporation, for the purpose of exercising the powers and responsibilities of administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created;

THE ASSOCIATION HEREBY declares that the real property described in Article II of this Declaration, and such additions thereto as may hereafter be made pursuant to Article II hereof, is held and shall be held, conveyed, hypothecated, encumbered, mortgaged, leased, rented, used, managed, operated, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and in any amendments to this Declaration as may be made from time to time, and in such other rules and regulations as are instituted pursuant to the provisions of this Declaration. All such declarations, limitations, covenants, conditions, and restrictions shall constitute covenants running with the real property described in said Exhibit A attached hereto, and such additions thereto as may be made pursuant to Article II hereof, and equitable servitudes and liens, and shall be binding upon and for the benefit of each such Lot conveyed, as that term is herein defined, and the Owner of each such Lot, and upon and for the benefit of all parties having or acquiring any right, title, interest, or estate in the Property , or any part thereof, including without limitation the heirs, executors, administrators, successors, and assigns of any such parties and all subsequent owners of all or any part of the Property.

This Amended Declaration, subject to any and all limitations herein, supersedes and replaces: the Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, recorded on December 10, 2013, as instrument No. 113131949; Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, recorded on June 22, 2016, as instrument No. 2016-054702; the Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, recorded on November 4, 2015, as instrument No. 2015-101904; and the Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, recorded on November 2, 2016, as instrument No. 2016-106514 (collectively the "Superseded Declarations").

This Amended Declaration is made pursuant to Article XI, Section 3, respectively, of the Superseded Declarations with the approval of at least sixty percent (60%) of the Owners (as such term is defined in Section 3.13 below).

This Amended Declaration does not amend or vacate any easements or rights granted by the Declarant (as defined in the Superseded Declarations) to the Owners or the Association in the Superseded Declarations.

ARTICLE I. PROPERTY AND PURPOSE

Section 1. Covered Property.

The property subject to this Amended Declaration is legally described on the attached Exhibit A. which is made apart hereof ("**Property**"). The Property has been developed and is commonly known as the Carlton Bay Townhomes ("**Carlton Bay Townhomes**").

The Property is subject to that certain Declaration of Restrictive Covenant, recorded in the records of Ada County, Idaho, as Instrument No. 108119616. In the event of a conflict between the Declaration of Restrictive Covenant 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 Pages 12901 through 12905, official records of Ada County, Idaho ("**Plat**").

The Owner of a Lot as described herein shall be a Member in the Association. However, the owners of Lots in the Carlton Bay Townhomes are **not** members in the Carlton Bay Subdivision Homeowners' Association, Inc ("**CBHOA**").

This Declaration is for the benefit of 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

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 Amended Declaration 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 B, 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. "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 11. "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 Properly, or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair, and including interest thereon.

Section 12. "Lot" shall mean any and all lots legally described on the attached Exhibit A.

Section 13. "Member" shall mean each Person holding a membership in the Association.

Section 14. "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 15. "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 16. "Person(s)" shall mean any individual, partnership, corporation or other legal entity.

Section 17. "Plat" shall mean the Carlton Bay Subdivision final plat, filed in Book 100 of Plats, at Pages 12901 through 12965, official records of Ada County, Idaho (a copy of which is attached hereto as Exhibit C and made a part hereof), as it may be amended from time to time.

Section 18. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in Article V.

Section 19. "Privacy Walls" shall mean the common walls separating each Courtyard.

Section 20. "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 21. "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 22. "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 23. "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 24. "Storm Drainage System" shall mean all storm drain pipes, drainage swales mid 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.

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.

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 homeowner's 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 shall require the consent of two-thirds (2/3) of the Members.

Section 4. Garage Door. 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. Outbuildings, Storage and other outbuildings are prohibited.

Section 6. Fences. Fencing, other than fencing provided by the original developer of the Townhomes, is prohibited unless otherwise approved by the Board in writing.

Section 7. Exterior Lighting and Light Bulbs. Exterior lighting all 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 the original developer) 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 visibility 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 such drains or pipes will not accept Water an Owner should immediately notify the Association. An Owner will be held responsible for the costs of 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 may park up to 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.

The Board may require removal of any inoperative vehicle, unsightly vehicle, and/or any 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 have been 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 original developer, (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.

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 sous 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, doghouses, 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 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 or any other Owner's insurance.

Section 18. Garbage Collection. 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 than 8:00pm that evening.

Section 19. Common Sidewalk and Drainage Easements. This Amended Declaration is subject to the following easements granted and or reserved in the Superseded Declaration: (1) the Declarant's reservation for the benefit of all Owners, and their family members, tenants, invitees and licensees, of 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 (2) Declarant's reservation and grant 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.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to, and throughout, 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 associated with the operation and maintenance of the Pressurized Irrigation System and covenants and agrees to hold the Association 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 Rights. 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.

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 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. The 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.

Section 7. Purpose of Regular Annual Assessments. Regular assessments levied by the Association shall be used exclusively to defray expenses attributable to ownership, operation and furnishing of common interests by the Association, to promote the recreation, health, safety and welfare of the Members, and to defray other expenditures incurred by the Association in the performance of its duties as set forth in the Articles, this Declaration and the Association Bylaws. Annual assessments shall be levied for but not limited to the following:

(a) Maintenance, repair and operation of the Common Areas and Facilities.

(g) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

Section 8. Increased Annual Assessments: The regular annual assessment shall be prescribed by the Board without a vote of the membership in accordance with the Association budget requirements, provided however that the maximum annual assessment may be increased above twenty percent (20%) of that levied for the immediately preceding fiscal year only with the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to the Bylaws, and when a quorum is represented.

Section 9. Special Assessments: In addition to the annual assessment authorized herein the Association may levy in any assessment year a special assessment against all Owners, applicable to that year only for the purpose of defraying, in whole or in part, any inadequacy of the annual assessment, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas and Facilities, including the necessary fixtures and personal property related thereto; provided however that if the special assessment levied to defray the costs of any action or undertaking on behalf of the Association in the aggregate exceeds Five Percent (5%) of the budgeted gross expenses of the Association for that fiscal year, such assessment may not be levied absent the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to the Bylaws, and when a quorum is represented.

Section 10. Effect of Nonpayment of Assessment; Remedies: By acceptance of conveyance of a Lot subject to this Declaration each Lot Owner covenants and agrees to make payment to the Association of assessments levied pursuant hereto promptly as due, and further covenants and agrees to enforcement of such payment, in the event of default, by the remedies provided herein.

(a) Late Charges And Interest: Imposition of late charges or interest by the Association for the delinquent payment of regular and special assessments, provided however that the charges so imposed shall be equal to the greater of the following: Twenty-Five Dollars ($25.00); or, One and One-Half Percent (1.5%) per month computed on the outstanding balance which shall include any late charges previously assessed and unpaid from month to month.

No charge may be imposed more than once for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The payment of an assessment is not delinquent for the purpose of this Section until at least thirty (30) days following the due date of the assessment. When an assessment is paid more than thirty (30) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment.

The late charge permitted by this Section shall constitute full compensation for any additional bookkeeping, billing, or other administrative costs that may be incurred by the Association as the result of the late payment of an assessment.

(b) Enforcement by Suit: By commencement and maintenance of an action at law or in equity against any Owner or owners personally obligated to pay assessments, for collection of such delinquent assessments as to which they are personally obligated. Any judgment rendered hereunder shall include interest, reasonable attorneys' fees and court costs against the delinquent Owner in such amount as the Court may determine. Suit to recover judgment for unpaid assessments may be maintained without foreclosing or waiving the lien hereby created.

(c) Enforcement by Foreclosure of Lien: There is hereby created a claim of lien with power of sale to secure payment of any annual or special assessment levied pursuant to this Declaration

together with accrued interest, reasonable attorneys' fees and costs. Enforcement of said lien shall be in accordance with the following procedures and the laws of the State of Idaho:

(i) Said lien shall attach to an individual Lot upon recordation by the Association in the Office of the County Recorder of Ada County, Idaho, of the notice of default and claim of lien which shall be executed and acknowledged by any officer of the Association and set forth the name of the defaulting Owner, the amount of the assessment and the other charges properly levied hereunder, the description of the Lot assessed; that the notice of default and claim of lien is made by the Association pursuant to this Declaration; and that a lien is claimed and will be foreclosed against the Lot in an amount equal to the amount stated.

(ii) Upon recordation of a duly executed original or copy of each notice of default and claim of lien, and mailing a copy thereof to the defaulting Owner, first class, postage prepaid, said lien shall immediately attach and become effective. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a Deed of Trust by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment; provided, however, that initiation of such foreclosure shall not be commenced prior to fifteen (15) days following delivery to the Lot Owner a copy of such notice of default and claim of lien. Any action brought to foreclose such lien shall be commenced within one (1) year following such recordation; provided, however, that said period may be extended by the Association for a period not to exceed one (1) additional year by recording a written extension thereof.

(iii) The Association shall have the power to bid at any foreclosure sale, trustee's sale or judgment sale and to purchase, acquire, lease, hold mortgage and convey any interest acquired at such sale subject to the provisions of this Declaration. Reasonable attorneys' fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law.

(iv) The proceeds of any foreclosure, trustee's or judgment sale provided for in this Declaration shall first be paid to discharge court costs, Court Reporter charges, reasonable attorneys' fees, title costs, and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the proceeds, after satisfaction of such charges and unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. The purchaser at any such sale shall obtain title to the Lot free from the sums claimed, but otherwise subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations; and no such sale or transfer shall relieve such Lot or the purchaser thereof from liability for any assessments, other payments, or performances thereafter becoming due, or from the lien therefore as provided for herein.

(v) Upon the timely curing of any default for which a notice or claim of lien was filed by the Association, the officers are hereby authorized to record an appropriate release of such lien in the Office of the County Recorder of Ada County, Idaho.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust placed upon the Subdivision interests of the Owner. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the exercise of a power of sale in any such first mortgage or trust deed or of judicial foreclosure of the first mortgage or trust deed shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer of the Subdivision interest as the result of a foreclosure or exercise of a power of sale shall relieve the new Owner(s) whether it be the former beneficiary of first encumbrance or another person, from liability for any assessments thereafter becoming due or from any lien thereof.

(d) Suspension: No Member shall be entitled to vote or be counted for purposes of a quorum unless they are then current in the payment of assessments which have been levied by the Association. Additionally, during any period in which an Owner shall be in default in the payment of any assessment levied by the Association, the Owner's rights as a member of the Association may be suspended, provided however that the Association shall have no right to interfere with an Owner's right of ingress to or egress from his Lot.

All rights and remedies granted to the Association in this Section shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a default Owner all costs and attorneys' fees incurred in connection with pursuing the collection of said assessment and/or the enforcement of said lien.

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of 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 has 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 the 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 au 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 linking 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.

Section 7. Rules and Regulations/Retention of Third Parties Including Declarant. The Board shall have the absolute right to adopt any rules, regulations, or policies 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 two-thirds (2/3) of the 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.

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 Properly 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 mid 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. lithe 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 lake 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.

The Association has the power to adopt a policy or policies concerning the imposition of fines or penalties to be charged to Members for violations of the Declaration or other rules and regulations adopted by the Association.

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 the vote and consent of two-thirds (2/3) of the Members. Amendments shall be in the form of supplemental declarations and must be recorded in the records of Ada County, Idaho.

Section 4. Annexation. Additional residential property not currently a part of the Carlton Bay Townhomes may be annexed into the Property by the affirmative vote and consent of two-thirds (2/3) of the 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. Attorney's 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.

Section 8. Conflicts. In the event of any inconsistency between the Bylaws or the Articles and this Declaration, the Declaration shall control.

IN WITNESS WHEREOF the undersigned (i) certify and attest that, pursuant to Article 11, Section 3 of the respective Superseded Declarations, the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY TOWNHOMES has been approved by at least sixty percent (60%) of those members present or represented by ballot or proxy at a meeting of the membership held on May 20th - 2019 which was scheduled for the purpose of considering such amendments, at which a quorum was present, and (ii) execute this Declaration effective the 20th day of May 2019.

CARLTON BAY TOWNHOMES ASSOCIATION, INC.

By Dagya J. Jurkhart, President

By: JENNIFER M KAU, Secretary

Exhibits
Exhibit A – Legal Description
Exhibit B – Site Plan
Exhibit C – Plat

STATE OF IDAHO,)
(ss
County of Ada .)

On this 22nd day of May, 2019, before me, K Virta, a Notary Public in and for said State, personally appeared Daryn J Lukenart, **PRESIDENT** of Carlton Bay Townhomes Association, Inc., known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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

K Virta
Notary Public
State of Idaho
Commission No. 69527

NOTARY PUBLIC FOR IDAHO
Residing at: Eagle, ID
My Commission Expires: 03/13/2023

STATE OF IDAHO,)
(ss
County of Ada .)

On this 22nd day of May, 2019, before me, K Virta, a Notary Public in and for said State, personally appeared Jennifer M. Kau, **SECRETARY** of Carlton Bay Townhomes Association, Inc., known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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

K Virta
Notary Public
State of Idaho
Commission No. 69527

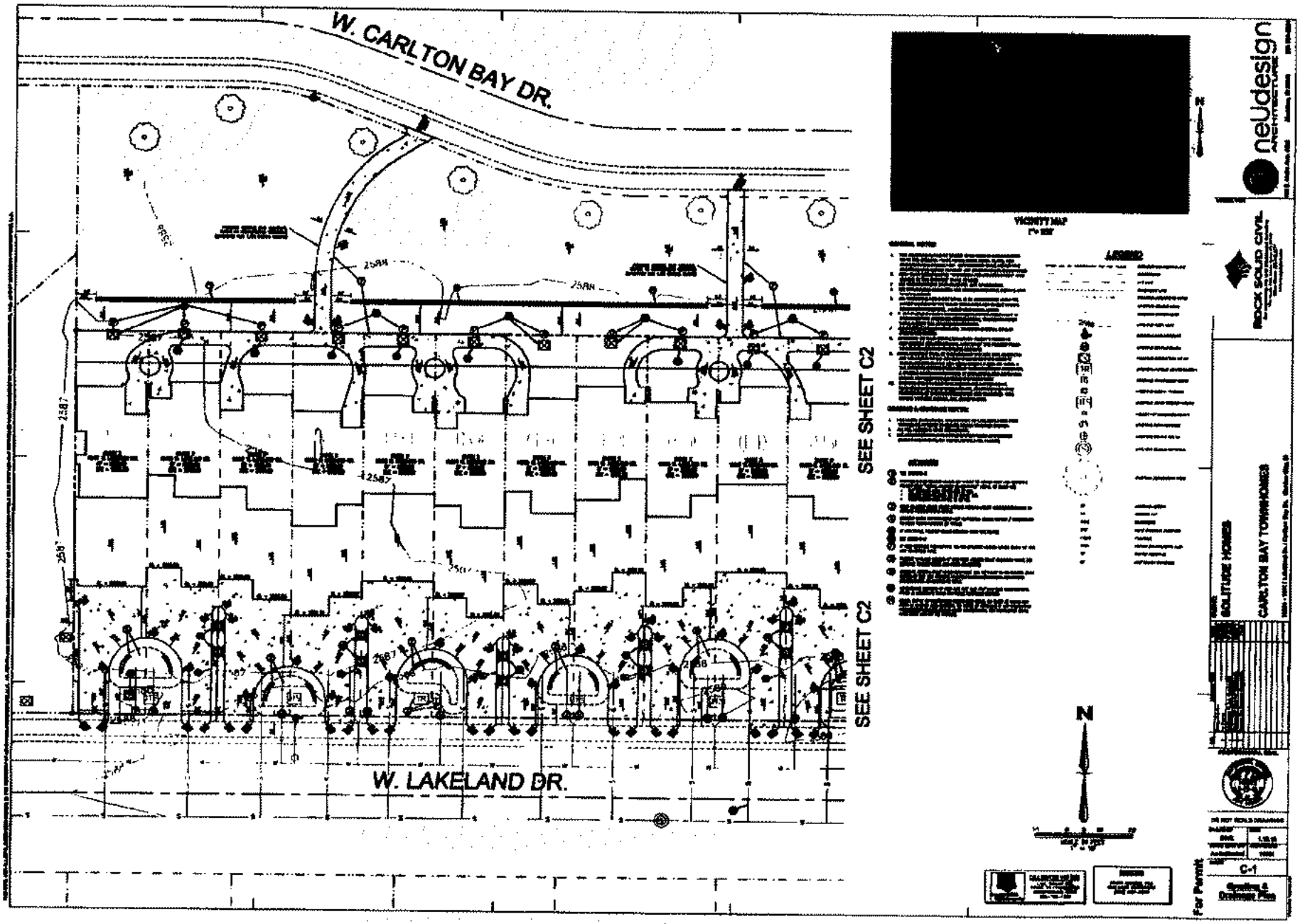
NOTARY PUBLIC FOR IDAHO
Residing at: Eagle, ID
My Commission Expires: 03/13/2023

Exhibit A – Legal Description

Lots 1-20, 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.

Exhibit B – Site Plan

5.21 Plot plan



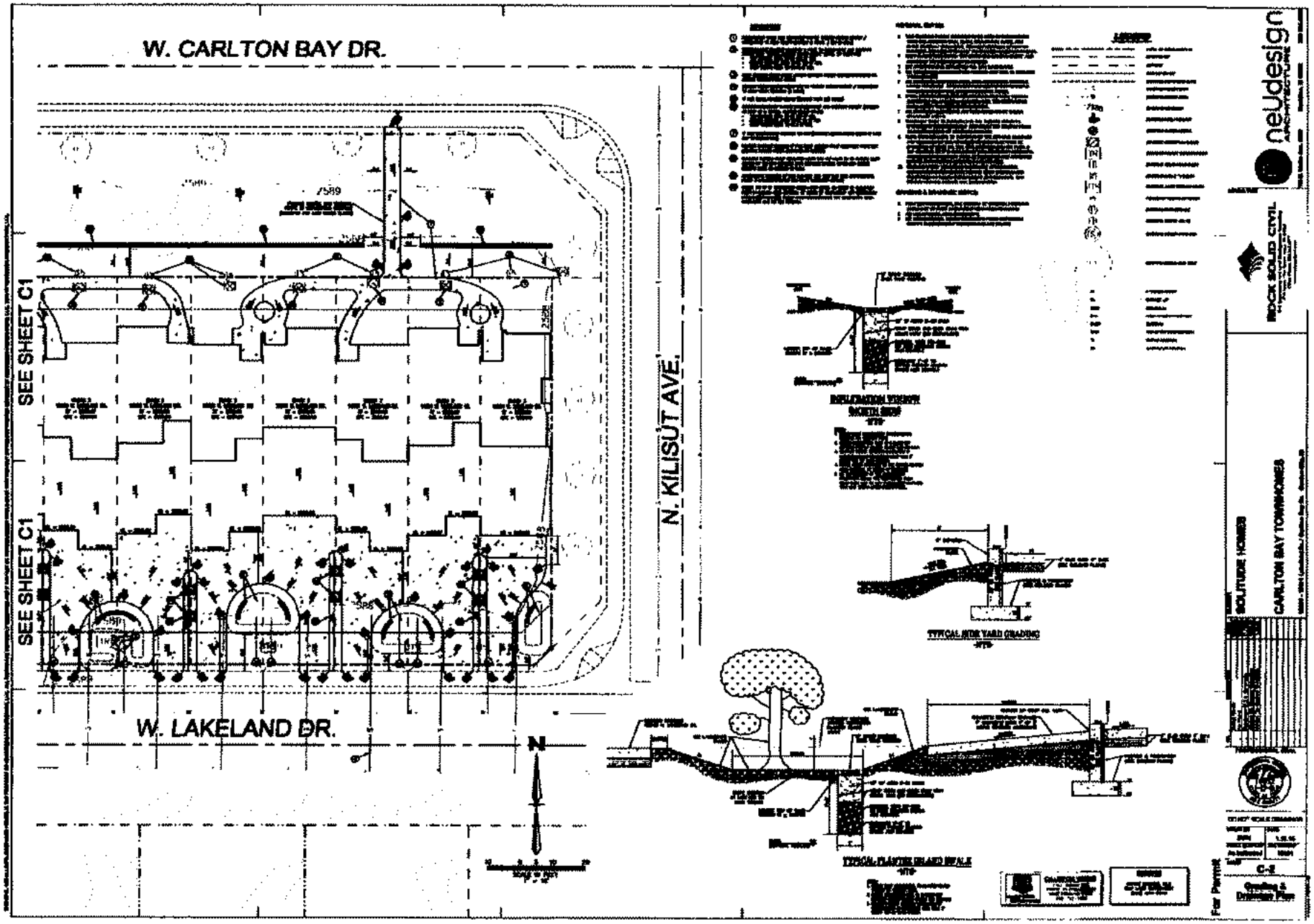

W. CARLTON BAY DR.
N. KILISUT AVE.
W. LAKELAND DR.
SEE SHEET C1
SEE SHEET C1
N
TYPICAL SIDE YARD GRADING
TYPICAL PLANTER BOARD WALK
neUdesign
ROCK SOLID CIVIL
SOLITUDE HOMES
CARLTON BAY TOWNHOMES
C-2
For Permit

Exhibit C – Plat

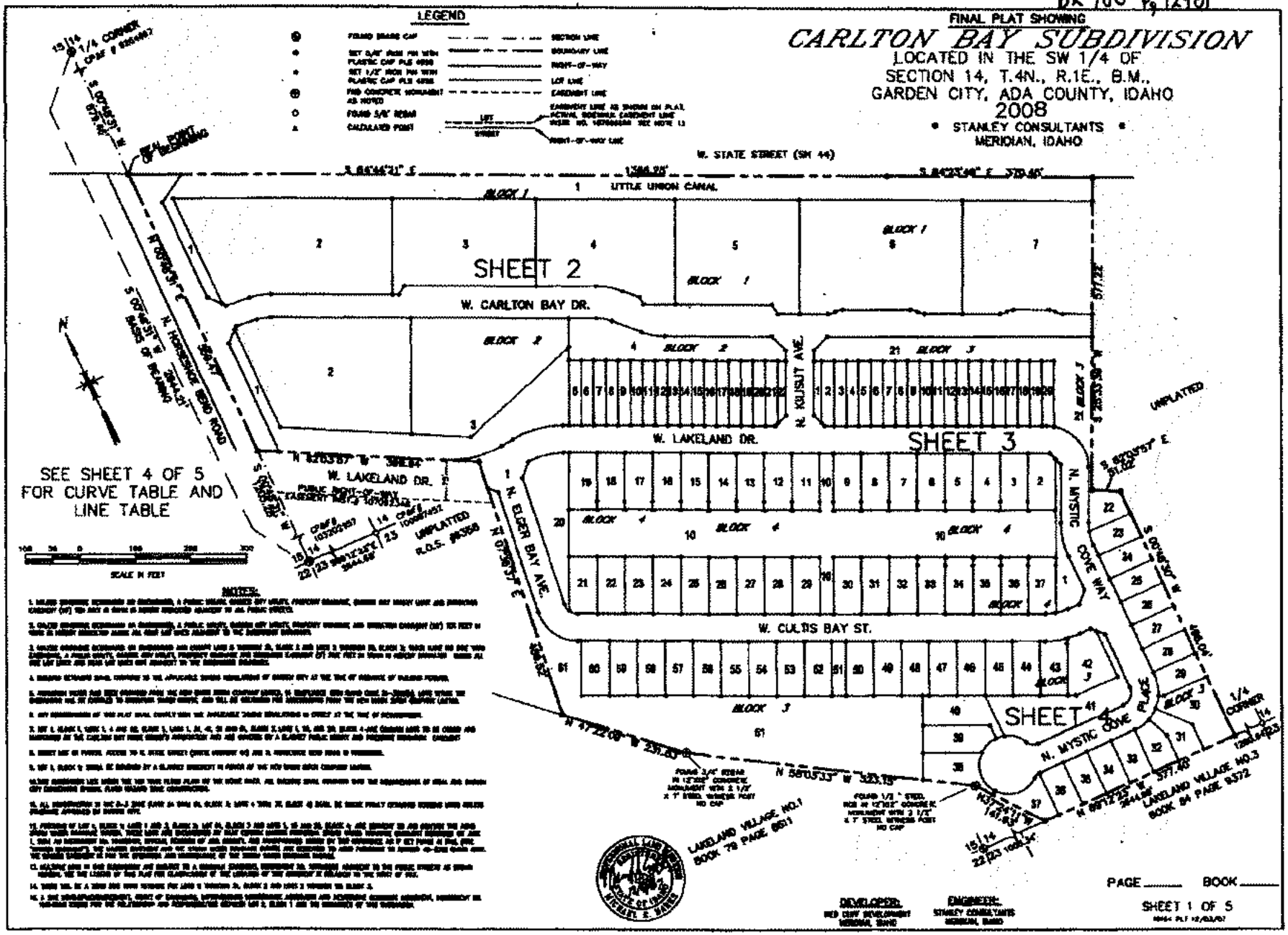
Bk 100 Pg 12901

FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2008

* STANLEY CONSULTANTS *
MERIDIAN, IDAHO



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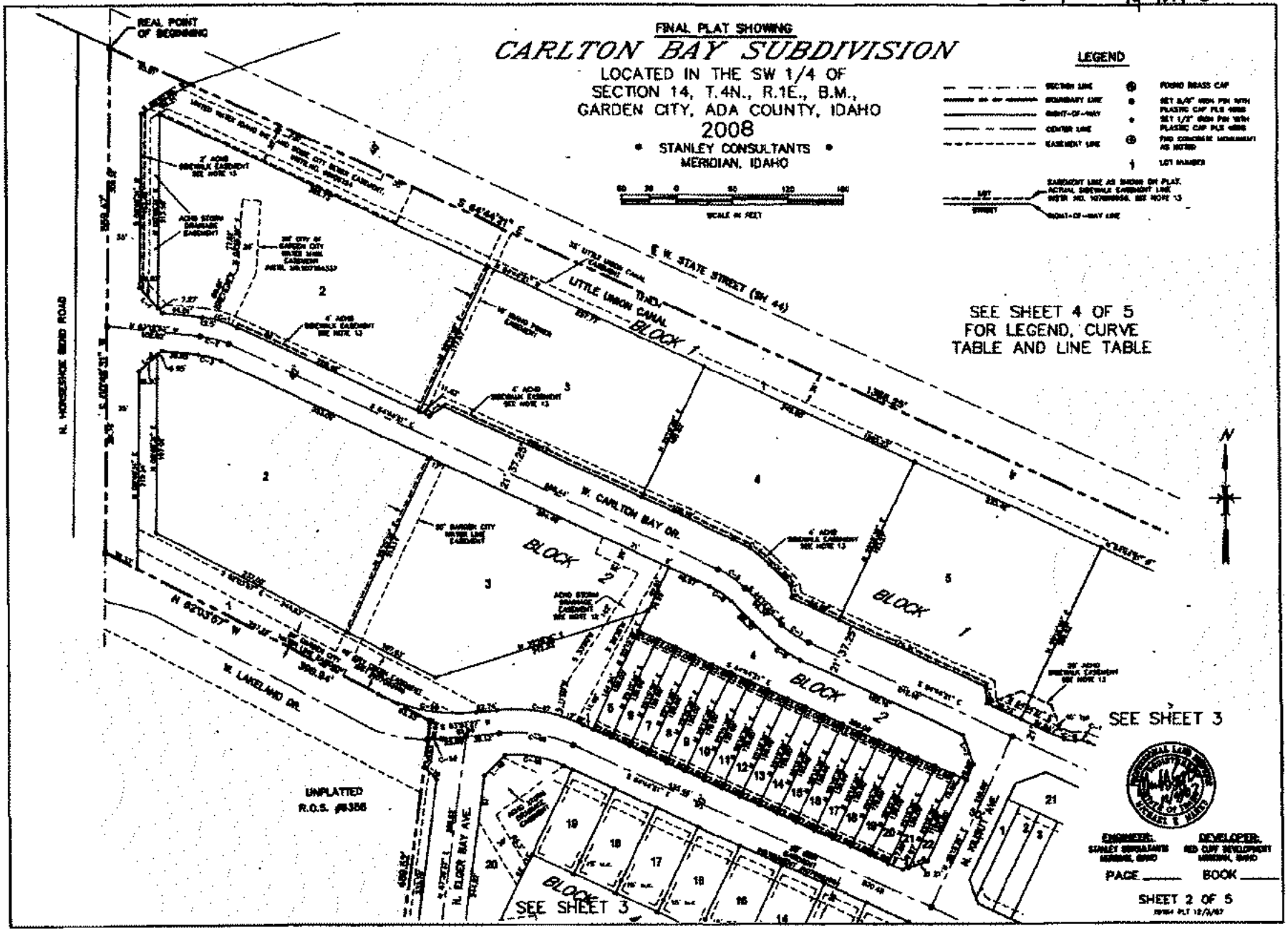
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RED CORP DEVELOPMENT
MERIDIAN, IDAHO

ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

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SHEET 1 OF 5

BK 100 Pg 12902



Bk 100 Pg 12903

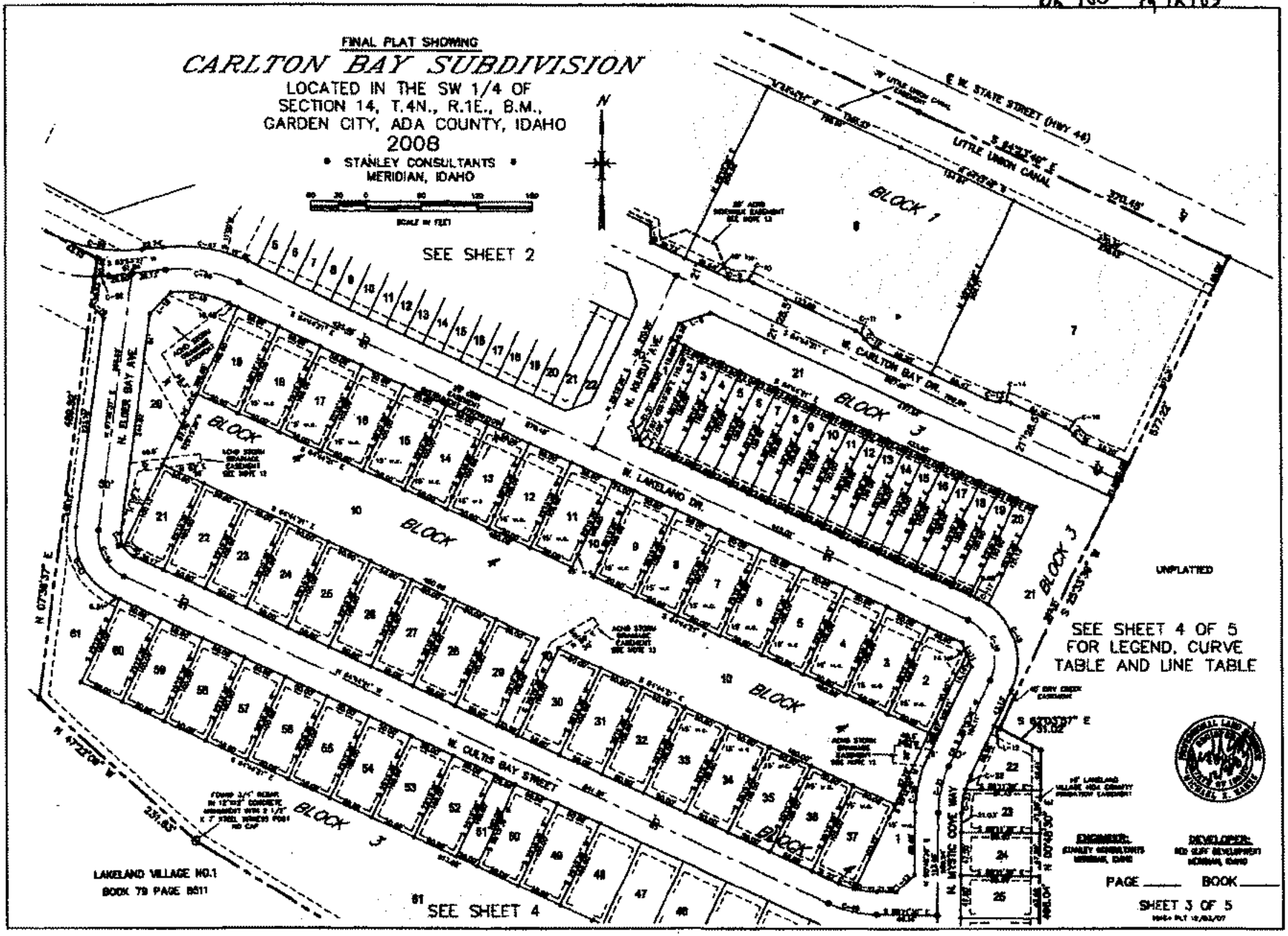
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GARDEN CITY, ADA COUNTY, IDAHO

2008

• STANLEY CONSULTANTS •
MERIDIAN, IDAHO



ENGINEER:

DEVELOPER:

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SHEET 3 OF 5

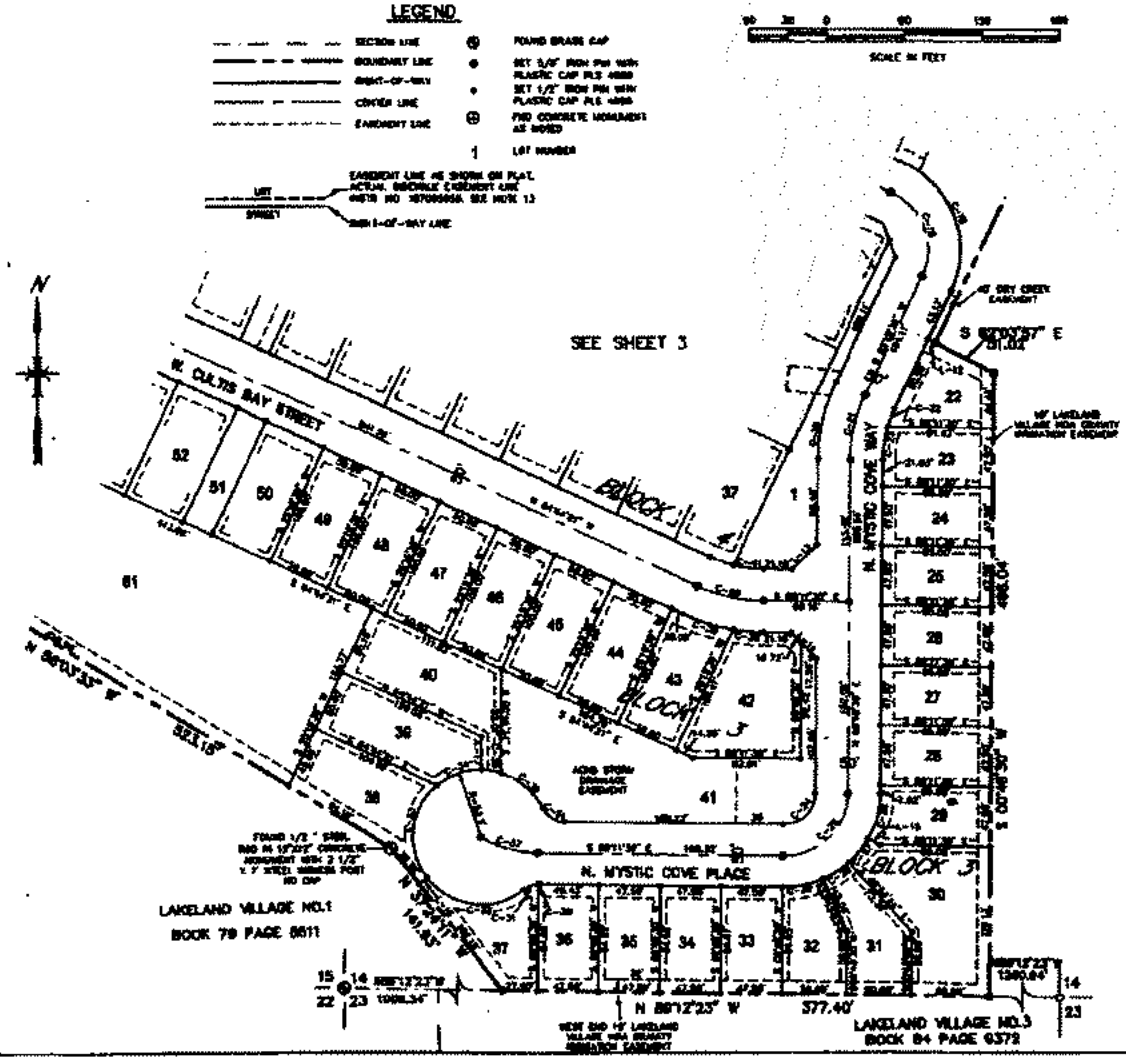
FINAL PLAT SHOWING

CARLTON BAY SUBDIVISION

LOCATED IN THE SW 1/4 OF
SECTION 14, T.4N., R.1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO

2008

STANLEY CONSULTANTS
MERIDIAN, IDAHO



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	39.27'	25.00'	90°00'00"	25.00'	S 44°07'37" E	35.36'
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C89	39.27'	25.00'	90°00'00"	25.00'	S 44°07'37" E	35.36'
C90	39.27'	25.00'	90°00'00"	25.00'	S 45°52'23" W	35.36'
C91	39.27'	25.00'	90°00'00"	25.00'	S 44°07'37" E	35.36'
C92	39.27'	25.00'	90°00'00"	25.00'	S 45°52'23" W	35.36'
C93	39.27'	25.00'	90°00'00"	25.00'	S 44°07'37" E	35.36'
C94	39.27'	25.00'	90°00'00"	25.00'	S 45°52'23" W	35.36'
C95	39.27'	25.00'	90°00'00"	25.00'	S 44°07'37" E	35.36'
C96	39.27'	25.00'	90°00'00"	25.00'	S 45°52'23" W	35.36'
C97	39.27'	25.00'	90°00'00"	25.00'	S 44°07'37" E	35.36'
C98	39.27'	25.00'	90°00'00"	25.00'	S 45°52'23" W	35.36'
C99	39.27'	25.00'	90°00'00"	25.00'	S 44°07'37" E	35.36'
C100	39.27'	25.00'	90°00'00"	25.00'	S 45°52'23" W	35.36'

LINE TABLE

LINE	LENGTH	BEARING
L1	39.27'	S 44°07'37" E
L2	39.27'	S 45°52'23" W
L3	39.27'	S 44°07'37" E
L4	39.27'	S 45°52'23" W
L5	39.27'	S 44°07'37" E
L6	39.27'	S 45°52'23" W
L7	39.27'	S 44°07'37" E
L8	39.27'	S 45°52'23" W
L9	39.27'	S 44°07'37" E
L10	39.27'	S 45°52'23" W
L11	39.27'	S 44°07'37" E
L12	39.27'	S 45°52'23" W
L13	39.27'	S 44°07'37" E
L14	39.27'	S 45°52'23" W
L15	39.27'	S 44°07'37" E
L16	39.27'	S 45°52'23" W
L17	39.27'	S 44°07'37" E
L18	39.27'	S 45°52'23" W
L19	39.27'	S 44°07'37" E
L20	39.27'	S 45°52'23" W
L21	39.27'	S 44°07'37" E
L22	39.27'	S 45°52'23" W
L23	39.27'	S 44°07'37" E
L24	39.27'	S 45°52'23" W
L25	39.27'	S 44°07'37" E
L26	39.27'	S 45°52'23" W
L27	39.27'	S 44°07'37" E
L28	39.27'	S 45°52'23" W
L29	39.27'	S 44°07'37" E
L30	39.27'	S 45°52'23" W
L31	39.27'	S 44°07'37" E
L32	39.27'	S 45°52'23" W
L33	39.27'	S 44°07'37" E
L34	39.27'	S 45°52'23" W
L35	39.27'	S 44°07'37" E
L36	39.27'	S 45°52'23" W
L37	39.27'	S 44°07'37" E
L38	39.27'	S 45°52'23" W
L39	39.27'	S 44°07'37" E
L40	39.27'	S 45°52'23" W
L41	39.27'	S 44°07'37" E
L42	39.27'	S 45°52'23" W
L43	39.27'	S 44°07'37" E
L44	39.27'	S 45°52'23" W
L45	39.27'	S 44°07'37" E
L46	39.27'	S 45°52'23" W
L47	39.27'	S 44°07'37" E
L48	39.27'	S 45°52'23" W
L49	39.27'	S 44°07'37" E
L50	39.27'	S 45°52'23" W
L51	39.27'	S 44°07'37" E
L52	39.27'	S 45°52'23" W
L53	39.27'	S 44°07'37" E
L54	39.27'	S 45°52'23" W
L55	39.27'	S 44°07'37" E
L56	39.27'	S 45°52'23" W
L57	39.27'	S 44°07'37" E
L58	39.27'	S 45°52'23" W
L59	39.27'	S 44°07'37" E
L60	39.27'	S 45°52'23" W
L61	39.27'	S 44°07'37" E
L62	39.27'	S 45°52'23" W
L63	39.27'	S 44°07'37" E
L64	39.27'	S 45°52'23" W
L65	39.27'	S 44°07'37" E
L66	39.27'	S 45°52'23" W
L67	39.27'	S 44°07'37" E
L68	39.27'	S 45°52'23" W
L69	39.27'	S 44°07'37" E
L70	39.27'	S 45°52'23" W
L71	39.27'	S 44°07'37" E
L72	39.27'	S 45°52'23" W
L73	39.27'	S 44°07'37" E
L74	39.27'	S 45°52'23" W
L75	39.27'	S 44°07'37" E
L76	39.27'	S 45°52'23" W
L77	39.27'	S 44°07'37" E
L78	39.27'	S 45°52'23" W
L79	39.27'	S 44°07'37" E
L80	39.27'	S 45°52'23" W
L81	39.27'	S 44°07'37" E
L82	39.27'	S 45°52'23" W
L83	39.27'	S 44°07'37" E
L84	39.27'	S 45°52'23" W
L85	39.27'	S 44°07'37" E
L86	39.27'	S 45°52'23" W
L87	39.27'	S 44°07'37" E
L88	39.27'	S 45°52'23" W
L89	39.27'	S 44°07'37" E
L90	39.27'	S 45°52'23" W
L91	39.27'	S 44°07'37" E
L92	39.27'	S 45°52'23" W
L93	39.27'	S 44°07'37" E
L94	39.27'	S 45°52'23" W
L95	39.27'	S 44°07'37" E
L96	39.27'	S 45°52'23" W
L97	39.27'	S 44°07'37" E
L98	39.27'	S 45°52'23" W
L99	39.27'	S 44°07'37" E
L100	39.27'	S 45°52'23" W

ENGINEER:
STANLEY CONSULTANTS
MERIDIAN, IDAHO

DEVELOPER:
RED CLIFF DEVELOPMENT
MERIDIAN, IDAHO

PAGE _____ BOOK _____

CARLTON BAY SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT S & R LAND DEVELOPMENT, LLC, AND HAWKINS COMPANIES LLC, BOTH LIMITED LIABILITY COMPANYS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334, (2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND GARDEN CITY HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND BEING A PORTION OF THE SW 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, GARDEN CITY, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 (WEST 1/4 CORNER) OF SECTION 14, T.4N., R.1E., B.M., THENCE S 00°46'31" W, 670.44 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION;

ALONG THE RIGHT OF WAY OF STATE STREET THE FOLLOWING:
THENCE S 64°44'21" E, 1,386.25 FEET TO A POINT;
THENCE S 64°23'48" E, 370.46 FEET TO A POINT;
LEAVING THE RIGHT OF WAY OF STATE STREET:
THENCE S 28°33'39" W, 377.32 FEET TO A POINT;
THENCE S 62°03'57" E, 91.82 FEET TO A POINT;
THENCE S 00°46'39" W, 488.04 FEET TO A POINT;
THENCE N 89°13'21" W, 377.40 FEET TO A POINT ON THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION;
ALONG THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION THE FOLLOWING:
THENCE N 37°24'11" W, 161.83 FEET TO A POINT;
THENCE N 58°03'33" W, 833.15 FEET TO A POINT;
THENCE N 47°28'08" W, 331.85 FEET TO A POINT;
LEAVING THE BOUNDARY OF LAKELAND VILLAGE SUBDIVISION
THENCE N 07°26'27" E, 488.62 FEET TO A POINT;
THENCE N 42°03'57" W, 386.94 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14;
THENCE N 00°46'31" E, 868.47 FEET ALONG SAID WEST LINE TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION, CONTAINING 34.82 ACRES, MORE OR LESS.

THE PUBLIC STREETS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 29th DAY OF August, 2007.

S & R LAND DEVELOPMENT, LLC
SHANNON ROBINETT
MEMBER

HAWKINS COMPANIES LLC
GARY HAWKINS
MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA) S.S.

ON THIS 29th DAY OF August, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SHANNON ROBINETT, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF S & R LAND DEVELOPMENT, LLC, THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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 IN Meridian
MY COMMISSION EXPIRES 8-27-12

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF ADA) S.S.

ON THIS 29th DAY OF August, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY R. HAWKINS, KNOWN OR IDENTIFIED TO ME TO BE MANAGER OF HAWKINS COMPANIES LLC, THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY 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.

DENISE BURK
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC FOR Idaho
RESIDING IN Meridian, Idaho
MY COMMISSION EXPIRES 8-27-2011

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH DEPARTMENT — 9/25/07

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

COUNTY SURVEYOR — PLS 5367 — 12-3-2007

CERTIFICATE OF SURVEYOR

I, MICHAEL E. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

MICHAEL E. HARRIS P.L.S.

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

CITY ENGINEER — 8-24-07

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11th DAY OF July, 2007.

DIRECTOR, ACHD

APPROVAL OF GARDEN CITY

I, THE UNDERSIGNED, CITY CLERK IN AND FOR GARDEN CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 25th DAY OF June, 2007, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

GARDEN CITY CITY CLERK

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER — DATE 11/2/07

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
COUNTY OF ADA) S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF S & R Development AT 24 MINUTES PAST 11 O'CLOCK A M. ON THIS 2nd DAY OF January, 2008 IN BOOK 100 OF PLATS AT PAGES 12901 THROUGH 12905 INSTRUMENT NO. 108000583

EX-OFFICIO RECORDER — Deputy

FEE $24.00

SHEET 5 OF 5

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=2 CHE FOWLER
STACEY & PARKS, PLLC

2021-153517
10/22/2021 12:55 PM
$13.00

CORRECTION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARLTON BAY TOWNHOMES

This Correction to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Carlton Bay Townhomes (this "**Correction**") is made effective this 20 day of October, 2021, by Carlton Bay Townhomes Association, Inc. (the "**Association**"), an Idaho non-profit corporation.

WHEREAS, the Association caused to be recorded the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Carlton Bay Townhomes on May 30, 2019, Ada County Recorder's Office Instrument No. 2019-045560 (the "**Amended Declaration**"); and

WHEREAS, the purpose of the Amended Declaration was to amend, replace, and supersede: the Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, recorded on December 10, 2013, as instrument No. 113131949; Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, recorded on June 22, 2016, as instrument No. 2016-054702; the Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, recorded on November 4, 2015, as instrument No. 2015-101904; and the Declaration of Covenants, Conditions, and Restrictions for Carlton Bay Townhomes, recorded on November 2, 2016, as instrument No. 2016-106514 (collectively the "**Superseded Declarations**").

WHEREAS, this Correction is being recorded to certify that the Amended Declaration was approved by an excess of 2/3 of the Members (as defined in the Superseded Declarations) by a vote of the Members of the Association on May 20, 2019.

IN WITNESS WHEREOF the undersigned (i) certify and attest that, pursuant to Article 11, Section 3 of the respective Superseded Declarations, the Amended Declaration was approved by at least two-thirds (2/3rds) of the members (either in person or represented by ballot or proxy) at a meeting of the membership held on May 20, 2019, which was scheduled for the purpose of considering such Amended Declaration, at which a quorum was present, and (ii) execute this Correction retroactively effective the 20th day of May, 2019.

CARLTON BAY TOWNHOMES ASSOCIATION, INC.

By: _____
Jaclyn Tuckhorst, President

By: _____
Brent J. Curry, Secretary

STATE OF IDAHO,)
(ss
County of Ada .)

On this 20 day of October, 2021, before me, Matthew Parks, a Notary Public in and for said State, personally appeared Daryn Lukehart, **PRESIDENT** of Carlton Bay Townhomes Association, Inc., known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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



Matthew Parks
NOTARY PUBLIC FOR IDAHO
Residing at: Boise ID
My Commission Expires: 3/21/2025

STATE OF IDAHO,
County of Ada .)

On this 20 day of October, 2021, before me, Matthew Parks, a Notary Public in and for said State, personally appeared Brent Curry, **SECRETARY** of Carlton Bay Townhomes Association, Inc., known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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



Matthew Parks
NOTARY PUBLIC FOR IDAHO
Residing at: Boise ID
My Commission Expires: 3/21/2025

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A - PARCEL A

A parcel of land being a portion of Lot 7, Block 1, Carlton Bay Subdivision, Book 100 of Plats, Page 12901, Records of Ada County, said parcel being located in the a portion of the South Half of the Southwest Quarter of Section 14, Township 4 North, Range 1 East, Boise Meridian, said parcel more particularly described as follows:

Commencing at a found 5/8" rebar with cap at the intersection of W. Carlton Bay Drive and North Kilisut Avenue, thence South 64°44'21" East a distance of 527.87 feet to a found 5/8" rebar with cap at the intersection of the Easterly boundary of said subdivision and the centerline of W. Carlton Bay Drive; thence along said Easterly boundary, North 25°33'39" East a distance of 21.00 feet to a set 5/8" rebar with cap, PLS 12722, at the Southeast corner of said Lot 7; thence along the Easterly line of said Lot 7, North 25°33'39" East a distance of 207.31 feet to a set 5/8" rebar with cap, PLS 12722, at the Northeast corner of said Lot 7; thence along said Northerly line, North 64°23'49" West a distance of 121.52 feet to a set 5/8" rebar with cap, PLS 12722, the True Point of Beginning.

Thence leaving said Northerly line, South 25°15'39" West a distance of 200.53 feet to a set 5/8" rebar with cap, PLS 12722 on the Southerly line of said Lot 7;

Thence along said Southerly line, North 64°44'21" West a distance of 22.53 feet to a found 1/2" rebar with cap at a point of curvature;

Thence along a curve to the left an arc distance of 13.00 feet, said curve having a radius of 22.00 feet, a central angle of 33°51'07", and a chord bearing North 81°22'06" West a chord distance of 12.81 feet to a found 1/2" rebar with cap at a point of reverse curvature;

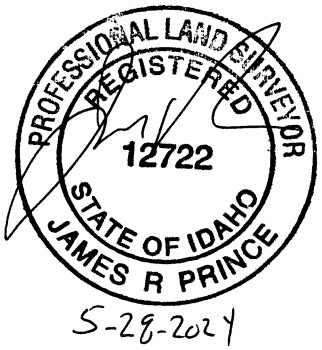
Thence along a curve to the right an arc distance of 13.47 feet, said curve having a radius of 23.00 feet, a central angle of 33°33'35", and a chord bearing North 81°31'06" West a chord distance of 13.28 feet to a found 1/2" rebar with cap;

Thence North 64°44'21" West a distance of 66.47 feet to a set 5/8" rebar with cap, PLS 12722 at the Southwest corner of said Lot 7;

Thence leaving said Southerly line and along the Westerly line of said Lot 7, North 25°15'39" East a distance of 208.71 feet to a set 5/8" rebar with cap, PLS 12722 on the Northwest corner of said Lot 7;

Thence along the Northerly line of said Lot 7, South 64°23'49" East a distance of 114.00 feet to the point of beginning.

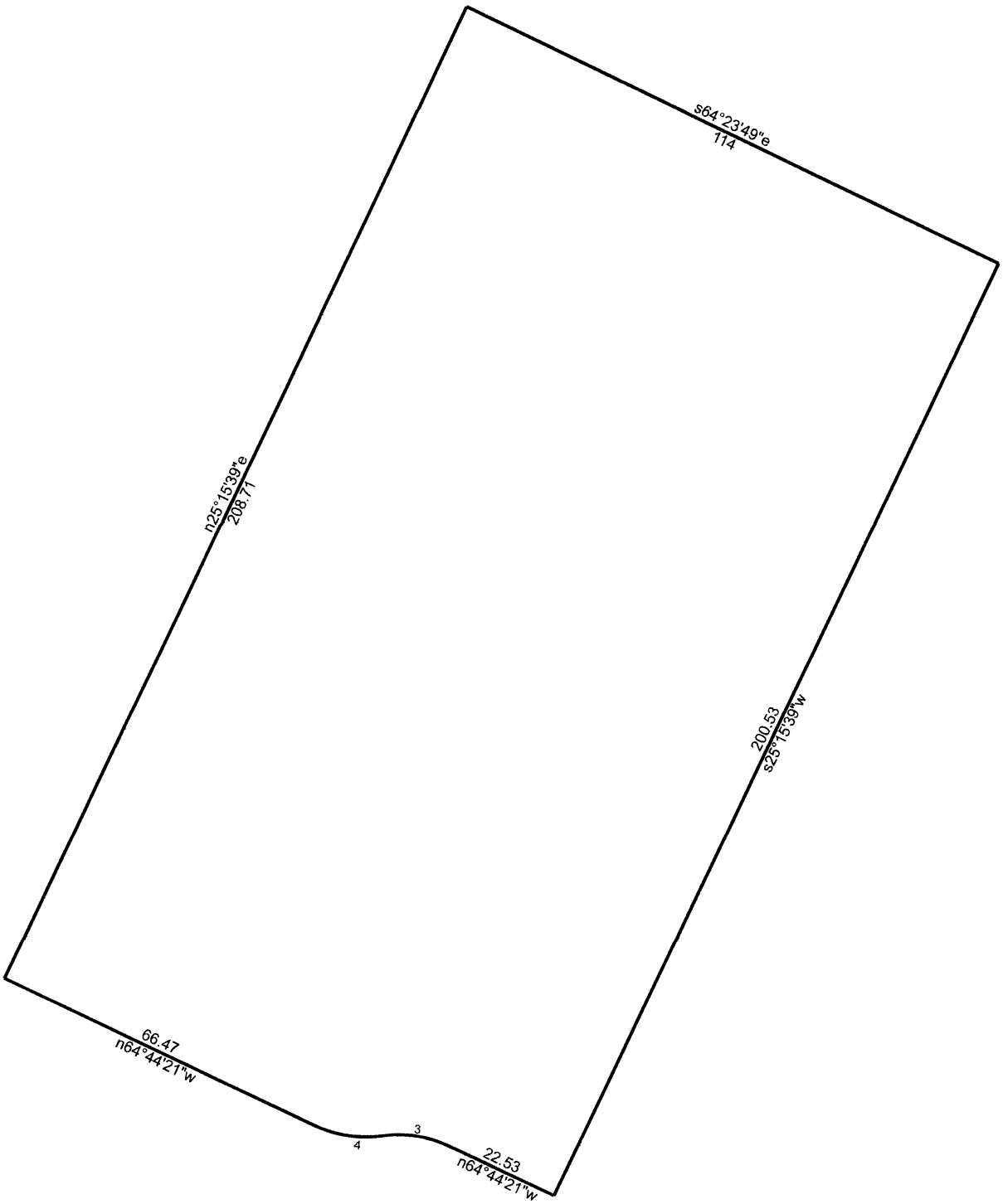
Said Parcel containing 0.539 acres, (23,490 Sq. Ft.) more or less.



5-28-2024

End Description
Project No. 24-117
Prepared May 23, 2024

3626 W. Hill Rd. Boise, ID 83703 *(208) 484-6666* *jim@portsidesurvey.com*



Parcel A

5/23/2024

Scale: 1 inch= 30 feet | File:

Tract 1: 0.5393 Acres (23490 Sq. Feet), Closure: n61.2443w 0.01 ft. (1/69600), Perimeter=638 ft.

01 s25.1539w 200.53
02 n64.4421w 22.53
03 Lt, r=22.00, delta=033.5107, arc=12.77, chord=n81.2206w 12.81
04 Rt, r=23.00, delta=033.3335, arc=13.47, chord=n81.3106w 13.28
05 n64.4421w 66.47
06 n25.1539e 208.71
07 s64.2349e 114

PORTSIDE LAND
SURVEYING, LLC

EXHIBIT A - PARCEL B

A parcel of land being a portion of Lot 7, Block 1, Carlton Bay Subdivision, Book 100 of Plats, Page 12901, Records of Ada County, said parcel being located in the a portion of the South Half of the Southwest Quarter of Section 14, Township 4 North, Range 1 East, Boise Meridian, said parcel more particularly described as follows:

Commencing at a found 5/8" rebar with cap at the intersection of W. Carlton Bay Drive and North Kilisut Avenue, thence South 64°44'21" East a distance of 527.87 feet to a found 5/8" rebar with cap at the intersection of the Easterly boundary of said subdivision and the centerline of W. Carlton Bay Drive; thence along said Easterly boundary, North 25°33'39" East a distance of 21.00 feet to a set 5/8" rebar with cap, PLS 12722, at the Southeast corner of said Lot 7, the True Point of Beginning.

Thence along the Southerly line of said Lot 7, North 64°44'21" West a distance of 53.70 feet to found 1/2" rebar with cap at a point of curvature;

Thence along a curve to the right an arc distance of 13.47 feet, said curve having a radius of 23.00 feet, a central angle of 33°33'35", and a chord bearing North 47°57'37" West a chord distance of 13.28 feet to a found 1/2" rebar with cap at a point of reverse curvature;

Thence along a curve to the left an arc distance of 12.77 feet, said curve having a radius of 22.00 feet, a central angle of 33°15'13", and a chord bearing North 47°48'37" West a chord distance of 12.59 feet to a found 1/2" rebar with cap;

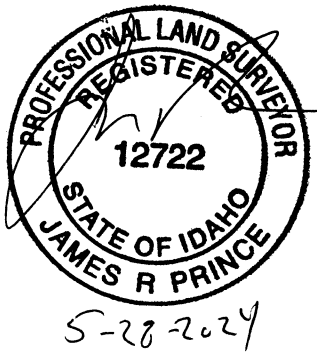
Thence North 64°44'21" West a distance of 41.97 feet to a set 5/8" rebar with cap, PLS 12722;

Thence leaving said Southerly line, North 25°15'39" East a distance of 200.53 feet to a set 5/8" rebar with cap, PLS 12722 on the Northerly line of said Lot 7;

Thence along said Northerly line, South 64°23'49" East a distance of 121.52 feet to a set 5/8" rebar with cap, PLS 12722, at the Northeast corner of said Lot 7;

Thence along Easterly line of said Lot 7, South 25°33'39" West a distance of 207.31 feet to the point of beginning.

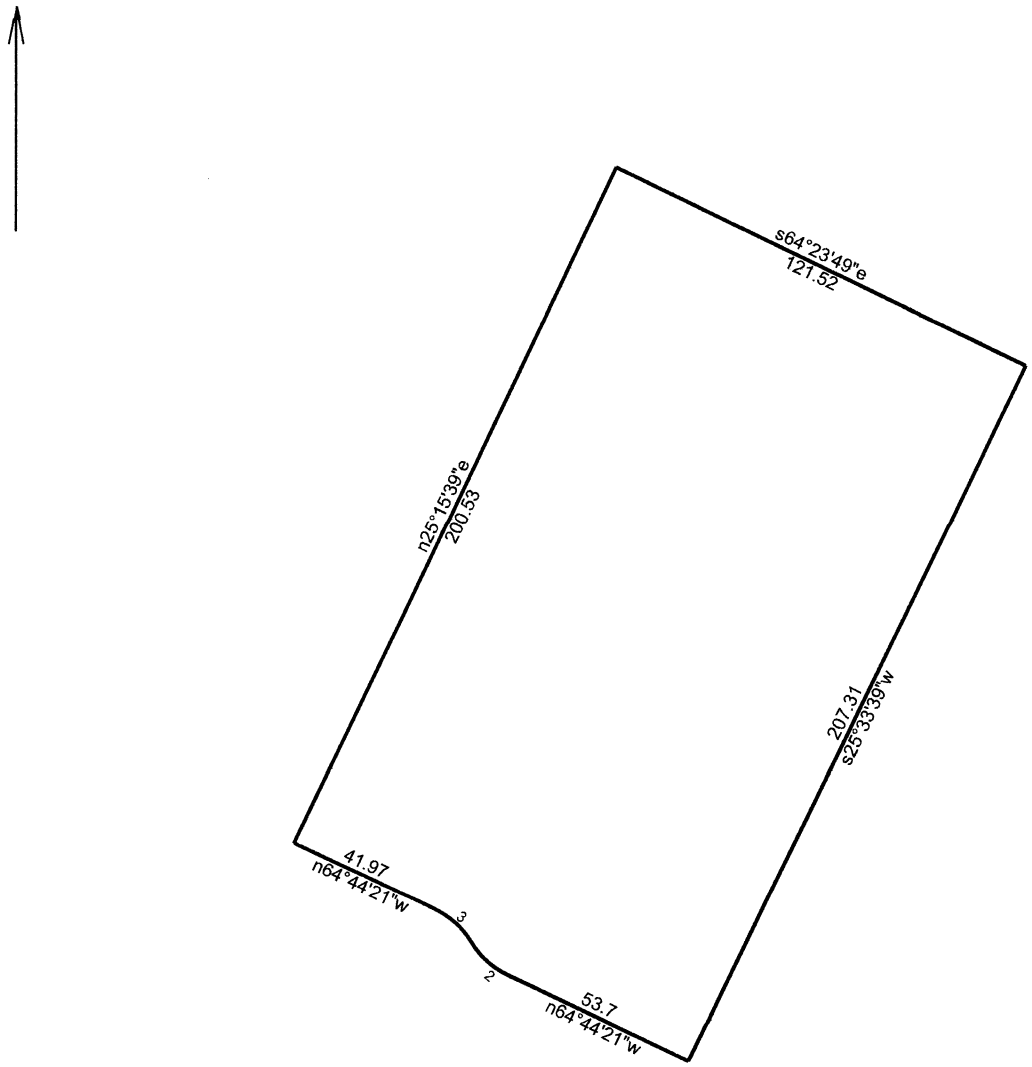
Said Parcel containing 0.567 acres, (24,716 Sq. Ft.) more or less.



5-28-2024

End Description
Project No. 24-117
Prepared May 23, 2024

3626 W. Hill Rd. Boise, ID 83703 *(208) 484-6666* *jim@portsidesurvey.com*



Parcel B

5/23/2024

Scale: 1 inch= 50 feet | File:

Tract 1: 0.5674 Acres (24716 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/138994), Perimeter=651 ft.

01 n64.4421w 53.7
02 Rt, r=23.00, delta=033.3335, arc=13.47, chord=n47.5737w 13.28
03 Lt, r=22.00, delta=033.1513, arc=12.77, chord=n47.4837w 12.59
04 n64.4421w 41.97
05 n25.1539e 200.53
06 s64.2349e 121.52
07 s25.3339w 207.31

MATERIALS TESTING & INSPECTION

❑ Environmental Services ❑ Geotechnical Engineering ❑ Construction Materials Testing ❑ Special Inspections

Geotechnical Engineering Report

of

Proposed Office Building
10178 West Carlton Bay Drive
Garden City, ID

Prepared for:

BC Holdings, LLC
3886 Sage Creek
Boise, ID 83714

MTI File Number B170662g

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❑ Environmental Services ❑ Geotechnical Engineering ❑ Construction Materials Testing ❑ Special Inspections

Mr. Bill Luers
BC Holdings, LLC
3886 Sage Creek
Boise, ID 83714
208-230-2801

Re: Geotechnical Engineering Report
Proposed Office Building
10178 West Carlton Bay Drive
Garden City, ID

Dear Mr. Luers:

In compliance with your instructions, MTI has conducted a soils exploration and foundation evaluation for the above referenced development. Fieldwork for this investigation was conducted on 10 May 2017. Data have been analyzed to evaluate pertinent geotechnical conditions. Results of this investigation, together with our recommendations, are to be found in the following report. We have provided a PDF copy for your review and distribution.

Often, questions arise concerning soil conditions because of design and construction details that occur on a project. MTI would be pleased to continue our role as geotechnical engineers during project implementation. Additionally, MTI can provide materials testing and special inspection services during construction of this project. If you will advise us of the appropriate time to discuss these engineering services, we will meet with you at your convenience.

MTI appreciates this opportunity to be of service to you and looks forward to working with you in the future. If you have questions, please call (208) 376-4748.

Respectfully Submitted,
Materials Testing & Inspection, Inc.

Clint Wyllie, G.I.T.
Staff Geologist

Reviewed by: Elizabeth Brown, P.E.
Geotechnical Services Manager

PROFESSIONAL ENGINEER LICENSED 14898 5-24-17 STATE OF IDAHO ELIZABETH BROWN

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INTRODUCTION

This report presents results of a geotechnical investigation and analysis in support of data utilized in design of structures as defined in the 2012 International Building Code (IBC). Information in support of groundwater and stormwater issues pertinent to the practice of Civil Engineering is included. Observations and recommendations relevant to the earthwork phase of the project are also presented. Revisions in plans or drawings for the proposed structure from those enumerated in this report should be brought to the attention of the soils engineer to determine whether changes in the provided recommendations are required. Deviations from noted subsurface conditions, if encountered during construction, should also be brought to the attention of the soils engineer.

Project Description

The proposed development is in the northwestern portion of the City of Garden City, Ada County, ID, and occupies a portion of the SW½ of Section 14, Township 4 North, Range 1 East, Boise Meridian. This project will consist of construction of a new office building, to be developed on 1.107 acres. Total settlements are limited to 1 inch. Loads of up to 4,000 pounds per lineal foot for wall footings, and column loads of up to 50,000 pounds were assumed for settlement calculations. Additionally, assumptions have been made for traffic loading of pavements. Retaining walls are not anticipated. MTI has not been informed of the proposed grading plan.

Authorization

Authorization to perform this exploration and analysis was given in the form of a written authorization to proceed from Mr. Bill Luers of BC Holdings, LLC to Elizabeth Brown of Materials Testing and Inspection, Inc. (MTI), on 21 January 2017. Said authorization is subject to terms, conditions, and limitations described in the Professional Services Contract entered into between BC Holdings, LLC and MTI. Our scope of services for the proposed development has been provided in our proposal dated 23 January 2017 and repeated below.

Purpose

The purpose of this Geotechnical Engineering Report is to determine various soil profile components and their engineering characteristics for use by either design engineers or architects in:

- Preparing or verifying suitability of foundation design and placement
- Preparing site drainage designs
- Indicating issues pertaining to earthwork construction
- Preparing light and heavy duty pavement section design requirements

Scope of Investigation

The scope of this investigation included review of geologic literature and existing available geotechnical studies of the area, visual site reconnaissance of the immediate site, subsurface exploration of the site, field and laboratory testing of materials collected, and engineering analysis and evaluation of foundation materials.

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Warranty and Limiting Conditions

MTI warrants that findings and conclusions contained herein have been formulated in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology only for the site and project described in this report. These engineering methods have been developed to provide the client with information regarding apparent or potential engineering conditions relating to the site within the scope cited above and are necessarily limited to conditions observed at the time of the site visit and research. Field observations and research reported herein are considered sufficient in detail and scope to form a reasonable basis for the purposes cited above.

Exclusive Use

This report was prepared for exclusive use of the property owner(s), at the time of the report, and their retained design consultants ("Client"). Conclusions and recommendations presented in this report are based on the agreed-upon scope of work outlined in this report together with the Contract for Professional Services between the Client and Materials Testing and Inspection, Inc. ("Consultant"). Use or misuse of this report, or reliance upon findings hereof, by parties other than the Client is at their own risk. Neither Client nor Consultant make representation of warranty to such other parties as to accuracy or completeness of this report or suitability of its use by such other parties for purposes whatsoever, known or unknown, to Client or Consultant. Neither Client nor Consultant shall have liability to indemnify or hold harmless third parties for losses incurred by actual or purported use or misuse of this report. No other warranties are implied or expressed.

Report Recommendations are Limited and Subject to Misinterpretation

There is a distinct possibility that conditions may exist that could not be identified within the scope of the investigation or that were not apparent during our site investigation. Findings of this report are limited to data collected from noted explorations advanced and do not account for unidentified fill zones, unsuitable soil types or conditions, and variability in soil moisture and groundwater conditions. To avoid possible misinterpretations of findings, conclusions, and implications of this report, MTI should be retained to explain the report contents to other design professionals as well as construction professionals.

Since actual subsurface conditions on the site can only be verified by earthwork, note that construction recommendations are based on general assumptions from selective observations and selective field exploratory sampling. Upon commencement of construction, such conditions may be identified that require corrective actions, and these required corrective actions may impact the project budget. Therefore, construction recommendations in this report should be considered preliminary, and MTI should be retained to observe actual subsurface conditions during earthwork construction activities to provide additional construction recommendations as needed.

Since geotechnical reports are subject to misinterpretation, **do not** separate the soil logs from the report. Rather, provide a copy of, or authorize for their use, the complete report to other design professionals or contractors. Locations of exploratory sites referenced within this report should be considered approximate locations only. For more accurate locations, services of a professional land surveyor are recommended.

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This report is also limited to information available at the time it was prepared. In the event additional information is provided to MTI following publication of our report, it will be forwarded to the client for evaluation in the form received.

Environmental Concerns

Comments in this report concerning either onsite conditions or observations, including soil appearances and odors, are provided as general information. These comments are not intended to describe, quantify, or evaluate environmental concerns or situations. Since personnel, skills, procedures, standards, and equipment differ, a geotechnical investigation report is not intended to substitute for a geoenvironmental investigation or a Phase II/III Environmental Site Assessment. If environmental services are needed, MTI can provide, via a separate contract, those personnel who are trained to investigate and delineate soil and water contamination.

SITE DESCRIPTION

Site Access

Access to the site may be gained via Interstate 84 to the Eagle Road exit. Proceed north on Eagle Road approximately 6.5 miles to its intersection with State Street (State Highway 44). From this intersection, proceed southeast 2.1 miles to Horseshoe Bend Road. Head south on Horseshoe Bend Road 310 feet to its intersection with Carlton Bay Drive. The site is located approximately 0.3 mile southeast of this intersection, on the northeast side of Carlton Bay Drive. Presently the site exists as bare land. The location is depicted on site map plates included in the **Appendix**.

Regional Geology

The project site is located within the western Snake River Plain of southwestern Idaho and eastern Oregon. The plain is a northwest trending rift basin, about 45 miles wide and 200 miles long, that developed about 14 million years ago (Ma) and has since been occupied sporadically by large inland lakes. Geologic materials found within and along the plain's margins reflect volcanic and fluvial/lacustrine sedimentary processes that have led to an accumulation of approximately 1 to 2 km of interbedded volcanic and sedimentary deposits within the plain. Along the margins of the plain, streams that drained the highlands to the north and south provided coarse to fine-grained sediments eroded from granitic and volcanic rocks, respectively. About 2 million years ago the last of the lakes was drained and since that time fluvial erosion and deposition has dominated the evolution of the landscape. The project site is underlain by "Gravel of the Boise Terrace" as mapped by Othberg and Stanford (1993). The Boise terrace is the first terrace above the modern Boise River. It consists of a low surface about 10 feet above the river level that is virtually undissected and mostly mantled with loess. These deposits are typically 10 to 35 feet thick and contain little or no pedogenic clay and no duripan.

General Site Characteristics

This proposed development consists of approximately 1.107 acres of relatively flat and level terrain. Throughout the majority of the site, surficial materials consist of poorly graded gravel with sand fills underlain by native clayey sand sediments. Vegetation primarily consists of volunteer growth, bunchgrass, and other native grass varieties typical of arid to semi-arid environments.

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Regional drainage is south and west toward the Boise River. Stormwater drainage for the site is achieved by percolation through surficial soils. The site is situated so that it is unlikely that it will receive any stormwater drainage from off-site sources. Stormwater drainage collection and retention systems were not noted on the project site, but are currently located within State Street and Carlton Bay Drive in the form of drop inlets.

Regional Site Climatology and Geochemistry

According to the Western Regional Climate Center, the average precipitation for the Treasure Valley is on the order of 10 to 12 inches per year, with an annual snowfall of approximately 20 inches and a range from 3 to 49 inches. The monthly mean daily temperatures range from 21°F to 95°F, with daily extremes ranging from -25°F to 111°F. Winds are generally from the northwest or southeast with an annual average wind speed of approximately 9 miles per hour (mph) and a maximum of 62 mph. Soils and sediments in the area are primarily derived from siliceous materials and exhibit low electro-chemical potential for corrosion of metals or concretes. Local aggregates are generally appropriate for Portland cement and lime cement mixtures. Surface water, groundwater, and soils in the region typically have pH levels ranging from 7.2 to 8.2.

Geoseismic Setting

Soils on site are classed as Site Class D in accordance with Chapter 20 of the American Society of Civil Engineers (ASCE) publication ASCE/SEI 7-10. Structures constructed on this site should be designed per IBC requirements for such a seismic classification. Our investigation did not reveal hazards resulting from potential earthquake motions including: slope instability, liquefaction, and surface rupture caused by faulting or lateral spreading. Incidence and anticipated acceleration of seismic activity in the area is low.

SOILS EXPLORATION

Exploration and Sampling Procedures

Field exploration conducted to determine engineering characteristics of subsurface materials included a reconnaissance of the project site and investigation by test pit. Test pit sites were located in the field by means of a Global Positioning System (GPS) device and are reportedly accurate to within ten feet. Upon completion of investigation, each test pit was backfilled with loose excavated materials. Re-excavation and compaction of these test pit areas are required prior to construction of overlying structures.

In addition, samples were obtained from representative soil strata encountered. Samples obtained have been visually classified in the field by professional staff, identified according to test pit number and depth, placed in sealed containers, and transported to our laboratory for additional testing. Subsurface materials have been described in detail on logs provided in the **Appendix**. Results of field and laboratory tests are also presented in the **Appendix**. MTI recommends that these logs **not** be used to estimate fill material quantities.

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Laboratory Testing Program

Along with our field investigation, a supplemental laboratory testing program was conducted to determine additional pertinent engineering characteristics of subsurface materials necessary in an analysis of anticipated behavior of the proposed structures. Laboratory tests were conducted in accordance with current applicable American Society for Testing and Materials (ASTM) specifications, and results of these tests are to be found on the accompanying logs located in the **Appendix**. The laboratory testing program for this report included: Atterberg Limits Testing – ASTM D4318 and Grain Size Analysis – ASTM C117/C136.

Soil and Sediment Profile

The profile below represents a generalized interpretation for the project site. Note that on site soils strata, encountered between test pit locations, may vary from the individual soil profiles presented in the logs, which can be found in the **Appendix**.

The materials encountered during exploration were quite typical for the geologic area mapped as Gravel of the Boise Terrace. Surficial materials were predominately poorly graded gravel with sand fills. These materials were light brown, dry, and medium dense to dense, with fine to coarse-grained sand and fine to coarse gravel. Organics were noted to depths of up to 0.6 foot bgs. Clayey sand sediments were encountered beneath fill materials. These sediments were light brown to brown, dry to slightly moist, and medium dense to dense, with fine to medium-grained sand. Poorly graded gravel with sand sediments were encountered at depth in the test pits. These sediments were yellowish brown, slightly moist to saturated, and medium dense to dense, with fine to coarse-grained sand, fine to coarse gravel, and 4-inch-minus cobbles.

Competency of test pit walls varied little across the site. In general, the clayey sand sediments remained stable while fill materials and native poorly graded gravel with sand sediments readily sloughed. However, moisture contents will also affect wall competency with saturated soils having a tendency to readily slough when under load and unsupported.

Volatile Organic Scan

No environmental concerns were identified prior to commencement of the investigation. Therefore, soils obtained during on-site activities were not assessed for volatile organic compounds by portable photoionization detector. Samples obtained during our exploration activities exhibited no odors or discoloration typically associated with this type of contamination. Groundwater encountered did not exhibit obvious signs of contamination.

SITE HYDROLOGY

Existing surface drainage conditions are defined in the **General Site Characteristics** section. Information provided in this section is limited to observations made at the time of the investigation. Either regional or local ordinances may require information beyond the scope of this report.

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Groundwater

During this field investigation, groundwater was encountered in test pits at depths ranging from 6.3 to 6.5 feet bgs. Soil moistures in the test pits were generally dry to slightly moist within surficial soils. Within the poorly graded gravels with sand, soil moistures graded from slightly moist to saturated as the water table was approached and penetrated.

In the vicinity of the project site, groundwater levels are controlled in large part by the stage and flow of the Boise River and to a lesser extent by residential and commercial irrigation activity and leakage from nearby canals. Maximum groundwater elevations likely occur during late spring to early summer runoff season and continue through the later portion of the irrigation season. During previous investigations performed in December 2006, January 2010, and July 2012 within approximately ¼-mile to the northwest and southeast of the project site, groundwater was encountered within test pits at depths ranging from 4.8 to 10.2 feet bgs. Furthermore, groundwater monitoring was performed within ¼-mile of the project site from May to November 2004, and revealed groundwater depths ranging from 2.75 to 4.80 feet bgs. At the time of the groundwater monitoring, the surrounding areas consisted of irrigated pasture land which likely contributed to the slightly elevated groundwater table. Since that time, the surrounding areas have been developed, limiting the amount of local irrigation.

For construction purposes, groundwater depth can be assumed to remain greater than 2.5 feet bgs throughout the year. Since this is an estimated depth and seasonal groundwater levels fluctuate, actual levels should be confirmed by periodic groundwater data collected from piezometers installed in all of the test pits. If desired, MTI is available to perform this monitoring.

Soil Infiltration Rates

Soil permeability, which is a measure of the ability of a soil to transmit a fluid, was not tested in the field. Given the absence of direct measurements, for this report an estimation of infiltration is presented using generally recognized values for each soil type and gradation. Of soils comprising the generalized soil profile for this study, clayey sand sediments will commonly exhibit infiltration rates from 3 to 6 inches per hour. Poorly graded gravel with sand sediments typically exhibit infiltration values in excess of 12 inches per hour. Infiltration testing is generally not required within these sediments because of their free-draining nature.

It is recommended that infiltration facilities constructed on the site be extended into native, poorly graded gravel with sand sediments. Excavation depths of roughly 3.1 to 4.0 feet bgs should be anticipated to expose these poorly graded gravel with sand sediments. However, the high groundwater depth is expected to be higher than these soils through portions of the year. When this occurs, vertical drainage of stormwater will be limited and lateral drainage will govern. An infiltration rate of 3 inch per hour should be used in design to account for this condition. Actual infiltration rates should be confirmed at the time of construction.

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FOUNDATION, SLAB, AND PAVEMENT DISCUSSION AND RECOMMENDATIONS

Various foundation types have been considered for support of the proposed structure. Two requirements must be met in the design of foundations. First, the applied bearing stress must be less than the ultimate bearing capacity of foundation soils to maintain stability. Second, total and differential settlement must not exceed an amount that will produce an adverse behavior of the superstructure. Allowable settlement is usually exceeded before bearing capacity considerations become important; thus, allowable bearing pressure is normally controlled by settlement considerations.

Considering subsurface conditions and the proposed construction, it is recommended that the structure be founded upon conventional spread footings and continuous wall footings. Total settlements should not exceed 1 inch if the following design and construction recommendations are observed.

Foundation Design Recommendations

Based on data obtained from the site and test results from various laboratory tests performed, MTI recommends the following guidelines for the net allowable soil bearing capacity:

Soil Bearing Capacity

Footing Depth	ASTM D1557 Subgrade Compaction	Net Allowable Soil Bearing Capacity
Footings must bear on competent, undisturbed, native clayey sand sediments or compacted structural fill. Existing fill materials and organics must be completely removed from below foundation elements.[1] Excavation depths ranging from roughly 1.0 to 1.6 feet bgs should be anticipated to expose proper bearing soils.[2]	Not Required for Native Soil 95% for Structural Fill	2,000 lbs/ft^2 A ⅓ increase is allowable for short-term loading, which is defined by seismic events or designed wind speeds.

[1]It will be required for MTI personnel to verify the bearing soil suitability for each structure at the time of construction.
[2]Depending on the time of year construction takes place, the subgrade soils may be unstable because of high moisture contents. If unstable conditions are encountered, over-excavation and replacement with granular structural fill and/or use of geotextiles may be required.

The following sliding frictional coefficient values should be used: 1) 0.35 for footings bearing on native clayey sand (SC) sediments and 2) 0.45 for footings bearing on granular structural fill. A passive lateral earth pressure of 349 pounds per square foot per foot (psf/ft) should be used for clayey sand (SC) sediments. For compacted sandy gravel fill, a passive lateral earth pressure of 496 psf/ft should be used.

Footings should be proportioned to meet either the stated soil bearing capacity or the 2012 IBC minimum requirements. Total settlement should be limited to approximately 1 inch, and differential settlement should be limited to approximately ½ inch. Objectionable soil types encountered at the bottom of footing excavations should be removed and replaced with structural fill. Excessively loose or soft areas that are encountered in the footings subgrade will require over-excavation and backfilling with structural fill. To minimize the effects of slight differential movement that may occur because of variations in the character of supporting soils and seasonal moisture content, MTI recommends continuous footings be suitably reinforced to make them as rigid as possible. For frost protection, the bottom of external footings should be 30 inches below finished grade.

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Floor Slab-on-Grade

Uncontrolled fill was encountered in portions of the site. MTI recommends that these fill materials be excavated to a sufficient depth to expose competent, native soils or to a minimum depth of 1½ feet below finished subgrade. If fill materials remain after over-excavation, the exposed subgrade must be compacted to at least 95 percent of the maximum dry density as determined by ASTM D1557. . MTI personnel must be present during excavation to identify these materials.

Organic, loose, or obviously compressive materials must be removed prior to placement of concrete floors or floor-supporting fill. In addition, the remaining subgrade should be treated in accordance with guidelines presented in the **Earthwork** section. Areas of excessive yielding should be excavated and backfilled with structural fill. Fill used to increase the elevation of the floor slab should meet requirements detailed in the **Structural Fill** section. Fill materials must be compacted to a minimum 95 percent of the maximum dry density as determined by ASTM D1557.

A free-draining granular mat (drainage fill course) should be provided below slabs-on-grade. This should be a minimum of 4 inches in thickness and properly compacted. The mat should consist of a sand and gravel mixture, complying with Idaho Standards for Public Works Construction (ISPWC) specifications for ¾-inch (Type 1) crushed aggregate. A moisture-retarder should be placed beneath floor slabs to minimize potential ground moisture effects on moisture-sensitive floor coverings. The moisture-retarder should be at least 15-mil in thickness and have a permeance of less than 0.01 US perms as determined by ASTM E96. Placement of the moisture-retarder will require special consideration with regard to effects on the slab-on-grade and should adhere to recommendations outlined in the ACI 302.1R and ASTM E1745 publications. The granular mat should be compacted to no less than 95 percent of the maximum dry density as determined by ASTM D1557. Upon request, MTI can provide further consultation regarding installation.

Recommended Pavement Sections

MTI has made assumptions for traffic loading variables based on the character of the proposed construction. The Client shall review and understand these assumptions to make sure they reflect intended use and loading of pavements both now and in the future. Based on experience with soils in the region, a subgrade California Bearing Ratio (CBR) value of 5 has been assumed for near-surface clayey sand sediments on site. The following are minimum thickness requirements for assured pavement function. Depending on site conditions, additional work, e.g. soil preparation, may be required to support construction equipment. These have been listed within the **Soft Subgrade Soils** section.

Flexible Pavement Sections

The American Association of State Highway and Transportation Officials (AASHTO) design method has been used to calculate the following pavement sections. Calculation sheets provided in the **Appendix** indicate the soils constant, traffic loading, traffic projections, and material constants used to calculate the pavement sections. MTI recommends that materials used in the construction of asphaltic concrete pavements meet requirements of the ISPWC Standard Specification for Highway Construction. Construction of the pavement section should be in accordance with these specifications and should adhere to guidelines recommended in the section on **Construction Considerations**.

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AASHTO Flexible Pavement Specifications

Pavement Section Component[1]	Driveways and Parking No Truck Access	Driveways and Parking Truck Access
Asphaltic Concrete	2.5 Inches	3.0 Inches
Crushed Aggregate Base	4.0 Inches	4.0 Inches
Structural Subbase	8.0 Inches	12.0 Inches
Compacted Subgrade	See **Pavement Subgrade Preparation** Section	See **Pavement Subgrade Preparation** Section

[1]It will be required for MTI personnel to verify subgrade competency at the time of construction.

Asphaltic Concrete: Asphalt mix design shall meet the requirements of ISPWC, Section 810 Class III plant mix. Materials shall be placed in accordance with ISPWC Standard Specifications for Highway Construction.

Aggregate Base: Material complying with ISPWC Standards for Crushed Aggregate Materials.

Structural Subbase: Granular structural fill material complying with the requirements detailed in the **Structural Fill** section of this report except that the maximum material diameter is no more than $^{2}/_{3}$ the component thickness. Gradation and suitability requirements shall be per ISPWC Section 801, Table 1.

Pavement Subgrade Preparation

Uncontrolled fill was encountered in portions of the site. MTI recommends that these fill materials be excavated to a sufficient depth to expose competent, native soils or to a minimum depth of 1½ feet below finished subgrade. If fill materials remain after over-excavation, the exposed subgrade must be compacted to at least 95 percent of the maximum dry density as determined by ASTM D698. MTI personnel must be present during excavation to identify these materials.

Common Pavement Section Construction Issues

The subgrade upon which above pavement sections are to be constructed must be properly stripped, inspected, and proof-rolled. Proof rolling of subgrade soils should be accomplished using a heavy rubber-tired, fully loaded, tandem-axle dump truck or equivalent. Verification of subgrade competence by MTI personnel at the time of construction is required. Fill materials on the site must demonstrate the indicated compaction prior to placing material in support of the pavement section. MTI anticipated that pavement areas will be subjected to moderate traffic. Subgrade clayey sediments near and above optimum moisture contents may pump during compaction. Pumping or soft areas must be removed and replaced with structural fill.

Fill material and aggregates in support of the pavement section must be compacted to no less than 95 percent of the maximum dry density as determined by ASTM D698 for flexible pavements and by ASTM D1557 for rigid pavements. If a material placed as a pavement section component cannot be tested by usual compaction testing methods, then compaction of that material must be approved by observed proof rolling. Minor deflections from proof rolling for flexible pavements are allowable. Deflections from proof rolling of rigid pavement support courses should not be visually detectable.

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MTI recommends that rigid concrete pavement be provided for heavy garbage receptacles. This will eliminate damage caused by the considerable loading transferred through the small steel wheels onto asphaltic concrete. Rigid concrete pavement should consist of Portland Cement Concrete Pavement (PCCP) generally adhering to ITD specifications for Urban Concrete. PCCP should be 6 inches thick on a 4-inch drainage fill course (see **Floor Slab-on-Grade** section), and should be reinforced with welded wire fabric. Control joints must be on 12-foot centers or less.

CONSTRUCTION CONSIDERATIONS

Recommendations in this report are based upon structural elements of the project being founded on competent, undisturbed, native clayey sand sediments or compacted structural fill. Structural areas should be stripped to an elevation that exposes these soil types.

Earthwork

Excessively organic soils, deleterious materials, or disturbed soils generally undergo high volume changes when subjected to loads, which is detrimental to subgrade behavior in the area of pavements, floor slabs, structural fills, and foundations. Thick grasses with associated root systems were noted at the time of our investigation. It is recommended that organic or disturbed soils, if encountered, be removed to depths of 1 foot (minimum), and wasted or stockpiled for later use. Stripping depths should be adjusted in the field to assure that the entire root zone or disturbed zone or topsoil are removed prior to placement and compaction of structural fill materials. Exact removal depths should be determined during grading operations by MTI personnel, and should be based upon subgrade soil type, composition, and firmness or soil stability. If underground storage tanks, underground utilities, wells, or septic systems are discovered during construction activities, they must be decommissioned then removed or abandoned in accordance with governing Federal, State, and local agencies. Excavations developed as the result of such removal must be backfilled with structural fill materials as defined in the **Structural Fill** section.

MTI should oversee subgrade conditions (i.e., moisture content) as well as placement and compaction of new fill (if required) after native soils are excavated to design grade. Recommendations for structural fill presented in this report can be used to minimize volume changes and differential settlements that are detrimental to the behavior of footings, pavements, and floor slabs. Sufficient density tests should be performed to properly monitor compaction. For structural fill beneath building structures, one in-place density test per lift for every 5,000 square feet is recommended. In parking and driveway areas, this can be decreased to one test per lift for every 10,000 square feet.

Dry Weather

If construction is to be conducted during dry seasonal conditions, many problems associated with soft soils may be avoided. However, some rutting of subgrade soils may be induced by shallow groundwater conditions related to springtime runoff or irrigation activities during late summer through early fall. Solutions to problems associated with soft subgrade soils are outlined in the **Soft Subgrade Soils** section. Problems may also arise because of lack of moisture in native and fill soils at time of placement. This will require the addition of water to achieve near-optimum moisture levels. Low-cohesion soils exposed in excavations may become friable, increasing chances of sloughing or caving. Measures to control excessive dust should be considered as part of the overall health and safety management plan.

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Wet Weather

If construction is to be conducted during wet seasonal conditions (commonly from mid-November through May), problems associated with soft soils must be considered as part of the construction plan. During this time of year, fine-grained soils such as silts and clays will become unstable with increased moisture content, and eventually deform or rut. Additionally, constant low temperatures reduce the possibility of drying soils to near optimum conditions.

Soft Subgrade Soils

Shallow fine-grained subgrade soils that are high in moisture content should be expected to pump and rut under construction traffic. During periods of wet weather, construction may become very difficult if not impossible. The following recommendations and options have been included for dealing with soft subgrade conditions:

- Track-mounted vehicles should be used to strip the subgrade of root matter and other deleterious debris. Heavy rubber-tired equipment should be prohibited from operating directly on the native subgrade and areas in which structural fill materials have been placed. Construction traffic should be restricted to designated roadways that do not cross, or cross on a limited basis, proposed roadway or parking areas.
- Soft areas can be over-excavated and replaced with granular structural fill.
- Construction roadways on soft subgrade soils should consist of a minimum 2-foot thickness of large cobbles of 4 to 6 inches in diameter with sufficient sand and fines to fill voids. Construction entrances should consist of a 6-inch thickness of clean, 2-inch minimum, angular drain-rock and must be a minimum of 10 feet wide and 30 to 50 feet long. During the construction process, top dressing of the entrance may be required for maintenance.
- Scarification and aeration of subgrade soils can be employed to reduce the moisture content of wet subgrade soils. After stripping is complete, the exposed subgrade should be ripped or disked to a depth of 1½ feet and allowed to air dry for 2 to 4 weeks. Further disking should be performed on a weekly basis to aid the aeration process.
- Alternative soil stabilization methods include use of geotextiles, lime, and cement stabilization. MTI is available to provide recommendations and guidelines at your request.

Frozen Subgrade Soils

Prior to placement of structural fill materials or foundation elements, frozen subgrade soils must either be allowed to thaw or be stripped to depths that expose non-frozen soils and wasted or stockpiled for later use. Stockpiled materials must be allowed to thaw and return to near-optimal conditions prior to use as structural fill.

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The onsite, shallow clayey soils are susceptible to frost heave during freezing temperatures. For exterior flatwork and other structural elements, adequate drainage away from subgrades is critical. Compaction and use of structural fill will also help to mitigate the potential for frost heave. Complete removal of frost susceptible soils for the full frost depth, followed by replacement with a non-frost susceptible structural fill, can also be used to mitigate the potential for frost heave. MTI is available to provide further guidance/assistance upon request.

Structural Fill

Soils recommended for use as structural fill are those classified as GW, GP, SW, and SP in accordance with the Unified Soil Classification System (USCS) (ASTM D2487). Use of silty soils (USCS designation of GM, SM, and ML) as structural fill may be acceptable. However, use of silty soils (GM, SM, and ML) as structural fill below footings is prohibited. These materials require very high moisture contents for compaction and require a long time to dry out if natural moisture contents are too high and may also be susceptible to frost heave under certain conditions. Therefore, these materials can be quite difficult to work with as moisture content, lift thickness, and compactive effort becomes difficult to control. If silty soil is used for structural fill, lift thicknesses should not exceed 6 inches (loose), and fill material moisture must be closely monitored at both the working elevation and the elevations of materials already placed. Following placement, silty soils must be protected from degradation resulting from construction traffic or subsequent construction.

Recommended granular structural fill materials, those classified as GW, GP, SW, and SP, should consist of a 6-inch minus select, clean, granular soil with no more than 50 percent oversize (greater than ¾-inch) material and no more than 12 percent fines (passing No. 200 sieve). These fill materials should be placed in layers not to exceed 12 inches in loose thickness. Prior to placement of structural fill materials, surfaces must be prepared as outlined in the **Construction Considerations** section. Structural fill material should be moisture-conditioned to achieve optimum moisture content prior to compaction. For structural fill below footings, areas of compacted backfill must extend outside the perimeter of the footings for a distance equal to the thickness of fill between the bottom of foundation and underlying soils, or 5 feet, whichever is less. All fill materials must be monitored during placement and tested to confirm compaction requirements, outlined below, have been achieved.

Each layer of structural fill must be compacted, as outlined below:

- Below Structures and Rigid Pavements: A minimum of 95 percent of the maximum dry density as determined by ASTM D1557.
- Below Flexible Pavements: A minimum of 92 percent of the maximum dry density as determined by ASTM D1557 or 95 percent of the maximum dry density as determined by ASTM D698.

The ASTM D1557 test method must be used for samples containing up to 40 percent oversize (greater than ¾-inch) particles. If material contains more than 40 percent but less than 50 percent oversize particles, compaction of fill must be confirmed by proof rolling each lift with a 10-ton vibratory roller (or equivalent) until the maximum density has been achieved. Density testing must be performed after each proof rolling pass until the in-place density test results indicate a drop (or no increase) in the dry density, defined as maximum density or "break over" point. The number of required passes should be used as the requirements on the remainder of fill placement. Material should contain sufficient fines to fill void spaces, and must not contain more than 50 percent oversize particles.

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Backfill of Walls

Backfill materials must conform to the requirements of structural fill, as defined in this report. For wall heights greater than 2.5 feet, the maximum material size should not exceed 4 inches in diameter. Placing oversized material against rigid surfaces interferes with proper compaction, and can induce excessive point loads on walls. Backfill shall not commence until the wall has gained sufficient strength to resist placement and compaction forces. Further, retaining walls above 2.5 feet in height shall be backfilled in a manner that will limit the potential for damage from compaction methods and/or equipment. It is recommended that only small hand-operated compaction equipment be used for compaction of backfill within a horizontal distance equal to the height of the wall, measured from the back face of the wall.

Backfill should be compacted in accordance with the specifications for structural fill, except in those areas where it is determined that future settlement is not a concern, such as planter areas. In nonstructural areas, backfill must be compacted to a firm and unyielding condition.

Excavations

Shallow excavations that do not exceed 4 feet in depth may be constructed with side slopes approaching vertical. Below this depth, it is recommended that slopes be constructed in accordance with Occupational Safety and Health Administration (OSHA) regulations, Section 1926, Subpart P. Based on these regulations, on-site soils are classified as type "C" soil, and as such, excavations within these soils should be constructed at a maximum slope of 1½ feet horizontal to 1 foot vertical (1½:1) for excavations up to 20 feet in height. Excavations in excess of 20 feet will require additional analysis. Note that these slope angles are considered stable for short-term conditions only, and will not be stable for long-term conditions.

During the subsurface exploration, test pit sidewalls generally exhibited little indication of collapse; however, sloughing of fill materials and native granular sediments from test pit sidewalls was observed, particularly after penetration of the water table. For deep excavations, native granular sediments cannot be expected to remain in position. These materials are prone to failure and may collapse, thereby undermining upper soil layers. This is especially true when excavations approach depths near the water table. Care must be taken to ensure that excavations are properly backfilled in accordance with procedures outlined in this report.

Groundwater Control

Groundwater was encountered during the investigation but is anticipated to be below the depth of most construction. Excavations below the water table will require a dewatering program. Dewatering will be required prior to placement of fill materials. Placement of concrete can be accomplished through water by the use of a treme. It may be possible to discharge dewatering effluent to remote portions of the site, to a sump, or to a pit. This will essentially recycle effluent, thus eliminating the need to enter into agreements with local drainage authorities. Should the scope of the proposed project change, MTI should be contacted to provide more detailed groundwater control measures.

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Special precautions may be required for control of surface runoff and subsurface seepage. It is recommended that runoff be directed away from open excavations. Clayey soils may become soft and pump if subjected to excessive traffic during time of surface runoff. Ponded water in construction areas should be drained through methods such as trenching, sloping, crowning grades, nightly smooth drum rolling, or installing a French drain system. Additionally, temporary or permanent driveway sections should be constructed if extended wet weather is forecasted.

GENERAL COMMENTS

When plans and specifications are complete, or if significant changes are made in the character or location of the proposed structure, consultation with MTI should be arranged as supplementary recommendations may be required. Suitability of subgrade soils and compaction of structural fill materials must be verified by MTI personnel prior to placement of structural elements. Additionally, monitoring and testing should be performed to verify that suitable materials are used for structural fill and that proper placement and compaction techniques are utilized.

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APPENDICES

ACRONYM LIST

AASHTO:	American Association of State Highway and Transportation Officials
ACHD:	Ada County Highway District
ACI	American Concrete Institute
ASCE	American Society of Civil Engineers
ASTM:	American Society for Testing and Materials
bgs:	below ground surface
CBR:	California Bearing Ratio
D:	natural dry unit weight, pcf
ESAL	Equivalent Single Axle Load
GS:	grab sample
IBC:	International Building Code
IDEQ	Idaho Department of Environmental Quality
ISPWC:	Idaho Standards for Public Works Construction
ITD:	Idaho Transportation Department
LL:	Liquid Limit
M:	water content
MSL:	mean sea level
N:	Standard "N" penetration: blows per foot, Standard Penetration Test
NP:	nonplastic
OSHA	Occupational Safety and Health Administration
PCCP:	Portland Cement Concrete Pavement
PERM:	vapor permeability
PI:	Plasticity Index
PID:	photoionization detector
PVC:	polyvinyl chloride
Qc:	cone penetrometer value, unconfined compressive strength, psi
Qp:	Penetrometer value, unconfined compressive strength, tsf
Qu:	Unconfined compressive strength, tsf
RMR	Rock Mass Rating
RQD	Rock Quality Designation
R-Value	Resistance Value
SPT:	Standard Penetration Test (140:pound hammer falling 30 in. on a 2:in. split spoon)
USCS:	Unified Soil Classification System
USDA:	United States Department of Agriculture
UST:	underground storage tank
V:	vane value, ultimate shearing strength, tsf

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GEOTECHNICAL GENERAL NOTES

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION			
Coarse-Grained Soils	**SPT Blow Counts (N)**	**Fine-Grained Soils**	**SPT Blow Counts (N)**
Very Loose:	< 4	Very Soft:	< 2
Loose:	4-10	Soft:	2-4
Medium Dense:	10-30	Medium Stiff:	4-8
Dense:	30-50	Stiff:	8-15
Very Dense:	>50	Very Stiff:	15-30
		Hard:	>30

Moisture Content	
Description	**Field Test**
Dry	Absence of moisture, dusty, dry to touch
Moist	Damp but not visible moisture
Wet	Visible free water, usually soil is below water table

Cementation	
Description	**Field Test**
Weakly	Crumbles or breaks with handling or slight finger pressure
Moderately	Crumbles or beaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

PARTICLE SIZE					
Boulders:	>12 in.	Coarse-Grained Sand:	5 to 0.6 mm	Silts:	0.075 to 0.005 mm
Cobbles:	12 to 3 in.	Medium-Grained Sand:	0.6 to 0.2 mm	Clays:	<0.005 mm
Gravel:	3 in. to 5 mm	Fine-Grained Sand:	0.2 to 0.075 mm		

UNIFIED SOIL CLASSIFICATION SYSTEM			
Major Divisions		**Symbol**	**Soil Descriptions**
Coarse-Grained Soils <50% passes No.200 sieve	Gravel & Gravelly Soils <50% coarse fraction passes No.4 sieve	GW	Well-graded gravels; gravel/sand mixtures with little or no fines
		GP	Poorly-graded gravels; gravel/sand mixtures with little or no fines
		GM	Silty gravels; poorly-graded gravel/sand/silt mixtures
		GC	Clayey gravels; poorly-graded gravel/sand/clay mixtures
	Sand & Sandy Soils >50% coarse fraction passes No.4 sieve	SW	Well-graded sands; gravelly sands with little or no fines
		SP	Poorly-graded sands; gravelly sands with little or no fines
		SM	Silty sands; poorly-graded sand/gravel/silt mixtures
		SC	Clayey sands; poorly-graded sand/gravel/clay mixtures
Fine Grained Soils >50% passes No.200 sieve	Silts & Clays LL < 50	ML	Inorganic silts; sandy, gravelly or clayey silts
		CL	Lean clays; inorganic, gravelly, sandy, or silty, low to medium-plasticity clays
		OL	Organic, low-plasticity clays and silts
	Silts & Clays LL > 50	MH	Inorganic, elastic silts; sandy, gravelly or clayey elastic silts
		CH	Fat clays; high-plasticity, inorganic clays
		OH	Organic, medium to high-plasticity clays and silts
Highly Organic Soils		PT	Peat, humus, hydric soils with high organic content

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GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: TP-1 **Date Advanced:** 10 May 2017 **Logged by:** Jacob Schlador, E.I.T.
Excavated by: Struckman's Backhoe Service **Location:** See Site Map Plates
Latitude: 43.680082 **Longitude:** -116.308518
Depth to Water Table: 6.4 Feet bgs **Total Depth:** 7.9 Feet bgs
Notes: Piezometer installed to 7.9 feet bgs.

Depth (Feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (Feet bgs)	Qp	Lab Test ID
0.0-1.1	Poorly Graded Gravel with Sand Fill (GP-FILL): *Light brown, dry, medium dense to dense, with fine to coarse-grained sand and fine to coarse gravel.* *--Organics to a depth of 0.6 foot bgs.*				
1.1-3.1	Clayey Sand (SC): *Light brown, dry to slightly moist, medium dense, with fine to medium-grained sand.*				
3.1-7.9	Poorly Graded Gravel with Sand (GP): *Yellowish brown, slightly moist to saturated, medium dense to dense, with fine to coarse-grained sand, fine to coarse gravel, and 4-inch-minus cobbles.*				

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GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: TP-2 **Date Advanced:** 10 May 2017 **Logged by:** Jacob Schlador, E.I.T.
Excavated by: Struckman's Backhoe Service **Location:** See Site Map Plates
Latitude: 43.680331 **Longitude:** -116.308572
Depth to Water Table: 6.5 Feet bgs **Total Depth:** 7.9 Feet bgs
Notes: Piezometer installed to 7.9 feet bgs.

Depth (Feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (Feet bgs)	Qp	Lab Test ID
0.0-1.0	Poorly Graded Gravel with Sand Fill (GP-FILL): *Light brown, dry, medium dense to dense, with fine to coarse-grained sand and fine to coarse gravel.* *--Organics to a depth of 0.5 foot bgs.*				
1.0-4.0	Clayey Sand (SC): *Brown, dry to slightly moist, medium dense to dense, with fine to medium-grained sand.*	GS	1.5-2.0		A
4.0-7.9	Poorly Graded Gravel with Sand (GP): *Yellowish brown, slightly moist to saturated, medium dense to dense, with fine to coarse-grained sand and fine to coarse gravel.*				

Lab Test ID	M	LL	PI	Sieve Analysis (% passing)				
-	%	-	-	#4	#10	#40	#100	#200
A	17.3	33	13	100	89	71	56	42.7

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GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: TP-3 **Date Advanced:** 10 May 2017 **Logged by:** Jacob Schlador, E.I.T.
Excavated by: Struckman's Backhoe Service **Location:** See Site Map Plates
Latitude: 43.680183 **Longitude:** -116.308984
Depth to Water Table: 6.3 Feet bgs **Total Depth:** 7.1 Feet bgs
Notes: Piezometer installed to 7.1 feet bgs.

Depth (Feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (Feet bgs)	Qp	Lab Test ID
0.0-1.6	Poorly Graded Gravel with Sand Fill (GP-FILL): *Light brown, dry, medium dense to dense, with fine to coarse-grained sand and fine to coarse gravel.* *--Organics to a depth of 0.5 foot bgs.*				
1.6-3.8	Clayey Sand (SC): *Brown, dry to slightly moist, dense, with fine to medium-grained sand.*				
3.8-7.1	Poorly Graded Gravel with Sand (GP): *Yellowish brown, slightly moist to saturated, medium dense to dense, with fine to coarse-grained sand, fine to coarse gravel, and 4-inch-minus cobbles.*				

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AASHTO PAVEMENT THICKNESS DESIGN PROCEDURES

Pavement Section Design Location: Proposed Office Building, No Truck Access

Average Daily Traffic Count:	200	All Lanes & Both Directions		
Design Life:	20	Years		
Percent of Traffic in Design Lane:	50%			
Terminal Seviceability Index (Pt):	2.5			
Level of Reliability:	95			
Subgrade CBR Value:	5		**Subgrade Mr:**	7,500

Calculation of Design-18 kip ESALs

	Daily Traffic	Growth Rate	Load Factors	Design ESALs
Passenger Cars:	48	2.0%	0.0008	341
Buses:	0	2.0%	0.6806	0
Panel & Pickup Trucks:	45	2.0%	0.0122	4,869
2-Axle, 6-Tire Trucks:	6	2.0%	0.1890	10,057
Concrete Trucks:	1.0	2.0%	4.4800	39,731
Dump Trucks:	0	2.0%	3.6300	0
Tractor Semi Trailer Trucks:	0	2.0%	2.3719	0
Double Trailer Trucks	0	2.0%	2.3187	0
Heavy Tractor Trailer Combo Trucks:	0	2.0%	2.9760	0
Average Daily Traffic in Design Lane:	100			

Total Design Life 18-kip ESALs:	54,997
Actual Log (ESALs):	4.740
Trial SN:	2.29
Trial Log (ESALs):	4.745
Pavement Section Design SN:	2.41

	Design Depth Inches	**Structural Coefficient**	**Drainage Coefficient**
Asphaltic Concrete:	2.50	0.42	n/a
Asphalt-Treated Base:	0.00	0.25	n/a
Cement-Treated Base:	0.00	0.17	n/a
Crushed Aggregate Base:	4.00	0.14	1.0
Subbase:	8.00	0.10	1.0
Special Aggregate Subgrade:	0.00	0.09	0.9

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❑ Environmental Services ❑ Geotechnical Engineering ❑ Construction Materials Testing ❑ Special Inspections

AASHTO PAVEMENT THICKNESS DESIGN PROCEDURES

Pavement Section Design Location: Proposed Office Building, Truck Access

Average Daily Traffic Count:	200	All Lanes & Both Directions		
Design Life:	20	Years		
Percent of Traffic in Design Lane:	50%			
Terminal Seviceability Index (Pt):	2.5			
Level of Reliability:	95			
Subgrade CBR Value:	5		**Subgrade Mr:**	7,500

Calculation of Design-18 kip ESALs

	Daily Traffic	Growth Rate	Load Factors	Design ESALs
Passenger Cars:	29	2.0%	0.0008	206
Buses:	0	2.0%	0.6806	0
Panel & Pickup Trucks:	50	2.0%	0.0122	5,410
2-Axle, 6-Tire Trucks:	16	2.0%	0.1890	26,818
Concrete Trucks:	2.0	2.0%	4.4800	79,462
Dump Trucks:	2	2.0%	3.6300	64,386
Tractor Semi Trailer Trucks:	1	2.0%	2.3719	21,035
Double Trailer Trucks	0	2.0%	2.3187	0
Heavy Tractor Trailer Combo Trucks:	0	2.0%	2.9760	0
Average Daily Traffic in Design Lane:	100			

Total Design Life 18-kip ESALs: 197,317

Actual Log (ESALs): 5.295

Trial SN: 2.83

Trial Log (ESALs): 5.298

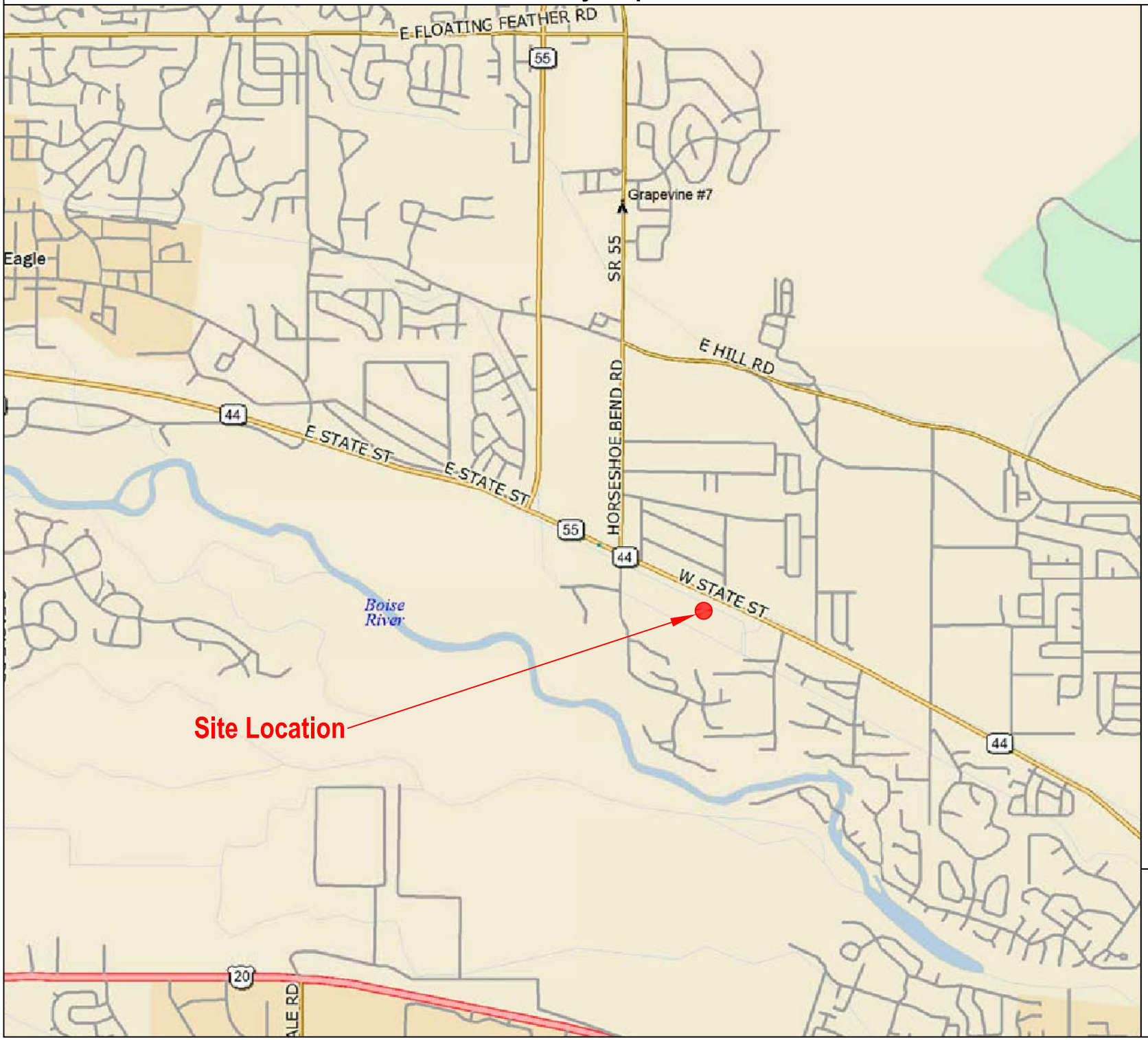
Pavement Section Design SN: 3.02

	Design Depth Inches	Structural Coefficient	Drainage Coefficient
Asphaltic Concrete:	3.00	0.42	n/a
Asphalt-Treated Base:	0.00	0.25	n/a
Cement-Treated Base:	0.00	0.17	n/a
Crushed Aggregate Base:	4.00	0.14	1.0
Subbase:	12.00	0.10	1.0
Special Aggregate Subgrade:	0.00	0.09	0.9

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Vicinity Map

Plate 1



MAP NOTES:

- Delorme Street Atlas
- Not to Scale

LEGEND

Approximate Site Location

N

Proposed Office Building
10178 West Carlton Bay Drive
Garden City, ID

Modified from DeLorme by: CCW
23 May 2017
Drawing: B170662g

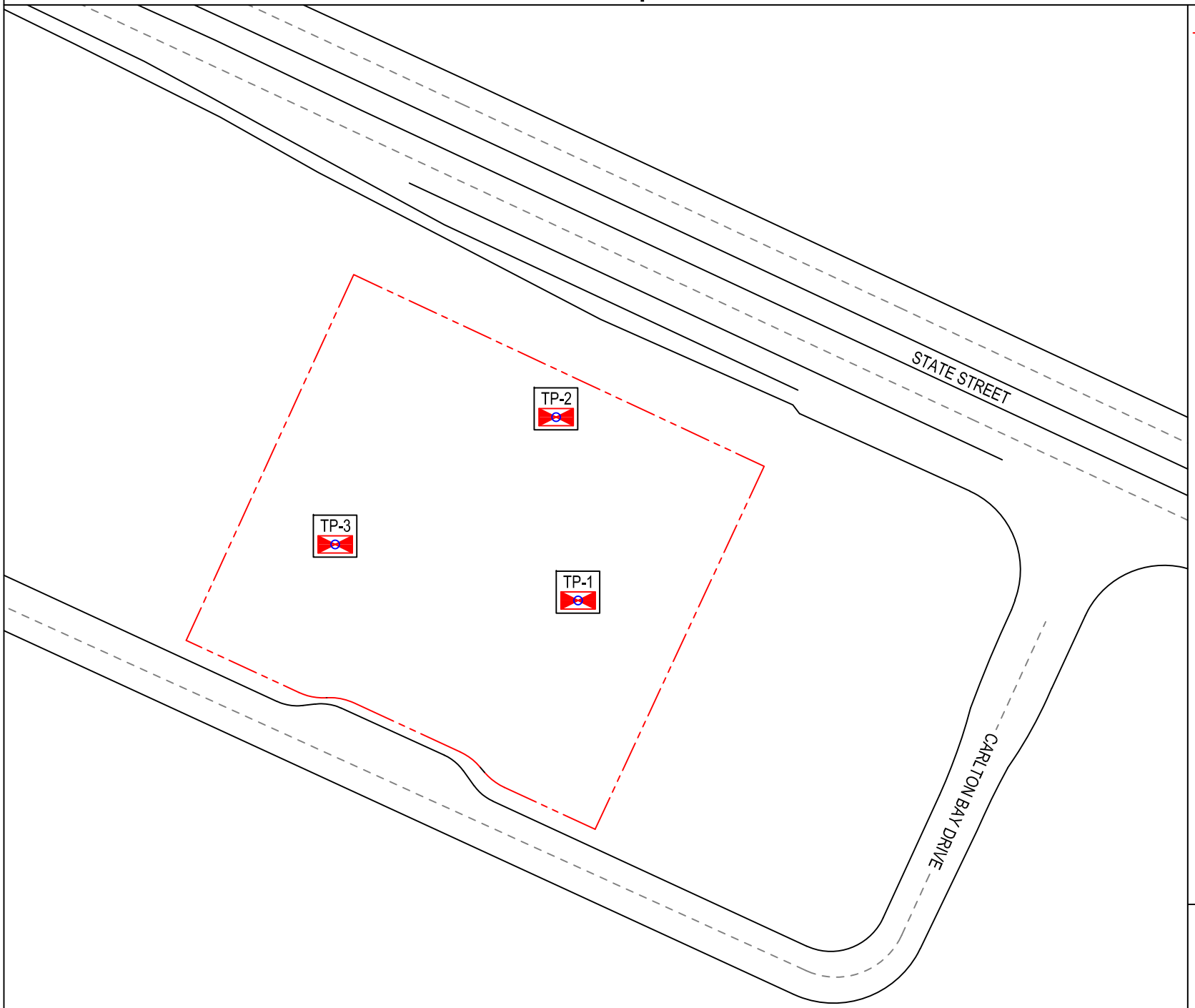
MATERIALS TESTING & INSPECTION

2791 S. Victory View Way
Boise, ID 83709-2835

Phone: 208 376-4748
Fax: 208 322-6515
E-mail: mti@mti-id.com

Site Map

Plate 2



NOTES:

- Not to Scale

LEGEND

Approximate Site Boundary

Approximate MTI Test Pit Location with Piezometer

N

Proposed Office Building
10178 West Carlton Bay Drive
Garden City, ID

Drawn by: CCW
23 May 2017
Drawing: B170662g

MATERIALS TESTING & INSPECTION

2791 S. Victory View Way
Boise, ID 83709-2835

Phone: 208 376-4748
Fax: 208 322-6515
E-mail: mti@mti-id.com

LEGEND

- EXISTING EDGE OF PAVEMENT (EP)
- EDGE OF GRAVEL (EG)
- EXISTING FENCE LINE (X)
- EXISTING FIBER OPTICS (FO)
- EXISTING GAS (G)
- EXISTING OVERHEAD POWER (OHP)
- EXISTING UNDERGROUND POWER (UGP)
- EXISTING SEWER (S)
- EXISTING STORM DRAIN (SD)
- EXISTING TELEPHONE (T)
- EXISTING WATER (W)
- EXISTING GRAVITY IRRIGATION (GR)
- EXISTING PRESSURE IRRIGATION (PIR)
- EXISTING CONTOUR GRADE (2603)
- EXISTING VEGETATION
- EXISTING OVERHEAD POWER
- EXISTING DITCH/SWALE FLOWLINE
- TEMPORARY BENCH MARK (TBM-G)
- FOUND EXISTING BRASS CAP
- FOUND EXISTING PIN
- SET 5/8" IRON PIN
- LOT NUMBER (34)
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- CENTER LINE
- SIDEWALK
- PROPOSED ROLLED CURB
- PROPOSED VERTICAL CURB
- DOUBLE WATER METER
- SINGLE WATER METER
- PROPOSED DOMESTIC WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM DRAIN
- PROPOSED PRESSURE IRRIGATION
- PROPOSED UTILITY MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED 100 WATT HIGH PRESSURE SODIUM STREET LIGHT (UNLESS NOTED OTHERWISE)
- TOP BACK OF VERTICAL CURB (TBVC)
- TOP BACK OF ROLLED CURB (TBRC)
- TOP BACK OF VERTICAL CURB NO GUTTER (TBVCNG)
- CONCRETE RIBBON CURB TOP (CRCT)
- FINISHED GRADE (FG)
- EXISTING GRADE (EG)
- TOP OF PAVEMENT (TP)
- FLOW LINE (FL)
- LOW POINT (LP)
- (AREA) DRAIN (AD)
- EDGE OF PAVEMENT (EP)
- EXISTING EDGE OF PAVEMENT (EEP)
- EXISTING PAVEMENT GRADE (EPG)
- GB GRADE BREAK
- GC GRADE CHANGE
- HP HIGH POINT
- LP LOW POINT
- PVI POINT OF VERTICAL INTERSECT
- AD ALGEBRAIC DIFFERENCE

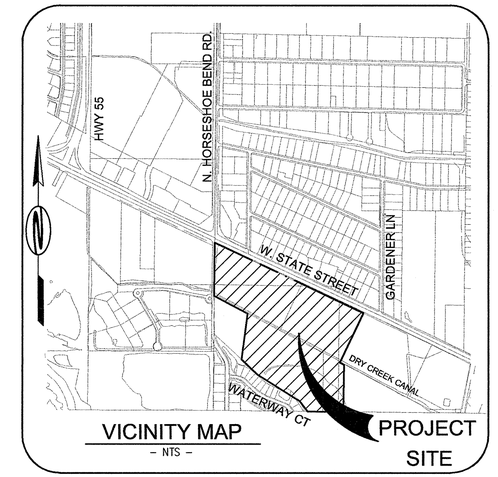
- CARLTON BAY SUBDIVISION - BY REDCLIFF DEVELOPMENT

LOCATED IN ADA COUNTY
GARDEN CITY, IDAHO

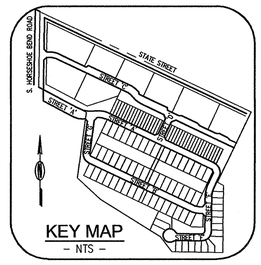
SHEET INDEX

SHT. No.	DESCRIPTION
1	COVER AND LEGEND
2	GENERAL NOTES
3	SITE GRADING PLAN SHEET 1 OF 4
4	SITE GRADING PLAN SHEET 2 OF 4
5	SITE GRADING PLAN SHEET 3 OF 4
6	SITE GRADING PLAN SHEET 4 OF 4
7	SITE UTILITY PLAN SHEET 1 OF 2
8	SITE UTILITY PLAN SHEET 2 OF 2
9	PLAN AND PROFILE - STREET 'A' 10+00.00 - 17+00.00
10	PLAN AND PROFILE - STREET 'A' 17+00.00 - 24+00.00
11	NOT USED
12	PLAN AND PROFILE - STREET 'B' 10+00.00 - 17+00.00
13	PLAN AND PROFILE - STREET 'B' 17+00.00 - END
14	PLAN AND PROFILE - STREET 'E' 24+16.93 - 26+52.93 & STREET 'D'
15	PLAN AND PROFILE - STREET 'E' 17+00.00 - END
16	PLAN AND PROFILE - STREET 'C' 9+97.24 - 17+00.00
17	PLAN AND PROFILE - STREET 'C' 17+00.00 - 24+00.00
18	PLAN AND PROFILE - STREET 'C' 24+00.00 - END
19	PLAN AND PROFILE - S. HORSESHOE BEND ROAD
20	STORM DRAIN DETAILS - SHEET 1 OF 3
21	STORM DRAIN DETAILS - SHEET 2 OF 3
22	STORM DRAIN DETAILS - SHEET 3 OF 3
23	NOT USED
24	PLAN AND PROFILE - GRAVITY IRRIGATION SHEET 1 OF 3 (DRY CREEK CANAL)
25	PLAN AND PROFILE - GRAVITY IRRIGATION SHEET 2 OF 3 (NEW UNION CANAL)
26	PLAN AND PROFILE - GRAVITY IRRIGATION SHEET 3 OF 3 (NEW UNION CANAL)
27	GRAVITY IRRIGATION DETAILS
28	INTERIOR GRAVITY IRRIGATION PLAN SHEET 1 OF 2
29	INTERIOR GRAVITY IRRIGATION PLAN SHEET 2 0F 2
30	PUMP STATION DETAILS

ATTACHED FINAL PLAT



VICINITY MAP
- NTS -



KEY MAP
- NTS -

STREET 'A' = LAKECREST
STREET 'B' = LAUREL COVE
STREET 'C' =
STREET 'D' = NORTH SHORE
STREET 'E' = MYSTIC COVE
STREET 'F' = BAILEY BRIDGE
STREET 'G' = PARADISE SHORE

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

⚠ Record Drawing:

These record drawings were prepared by Stanley Consultants, Inc from information gathered by representatives of Stanley Consultants, Inc. and others (Primarily from the contractor and from field notes by the developers representative). Stanley Consultants, Inc. takes no responsibility for accuracy of the mark-up or any field design changes reflected herein, unless said mark-ups were made by a Stanley Consultants, Inc. representative.

Stan McHutchison 8/12/09

Stan McHutchison

ENGINEER:

Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services – Worldwide

1940 S. Bonito Way, Suite 140
Meridian, ID 83642
Ph: (208) 288-0573
Fax: (208) 288-0574
Contact: Stan McHutchison

DEVELOPER:

REDCLIFF DEVELOPMENT
2060 S. EAGLE ROAD,
MERIDIAN, IDAHO 83642
(208) 472-9219
Contact: BOB UNGER

RECORD DRAWING

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Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services – Worldwide

REGISTERED PROFESSIONAL ENGINEER — STATE OF IDAHO — STAN L. McHUTCHISON — 9421 — 8/12/09

REVISION	DATE	INITIALS	DESCRIPTION
⚠	10/08/07	BAD	ON-SITE RECORD DRAWINGS.
⚠			

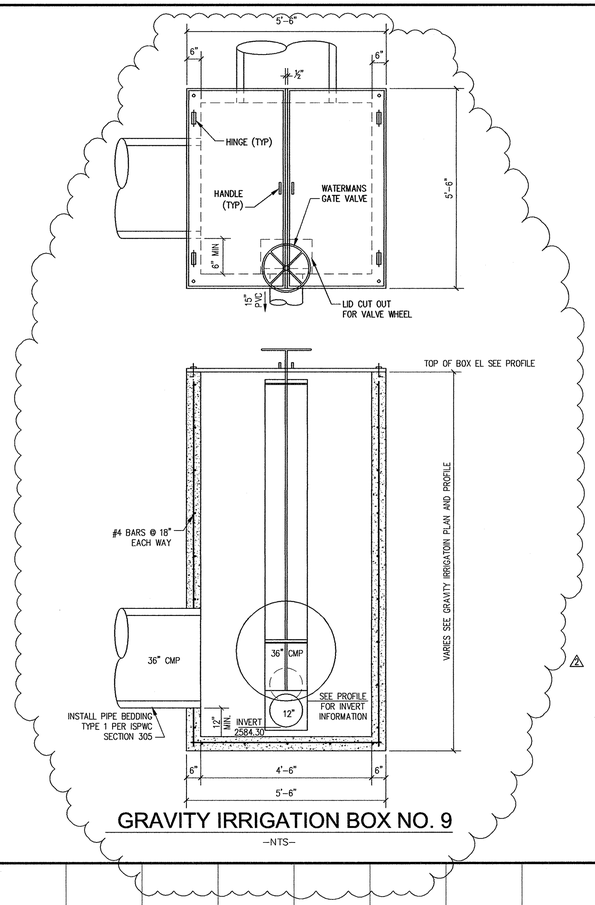
D:\19164\Civil\Dwg\Record Drawings\01-19164-Cvr.dwg, Aug 12, 2009 - 10:14am

CARLTON BAY SUBDIVISION

COVER AND LEGEND

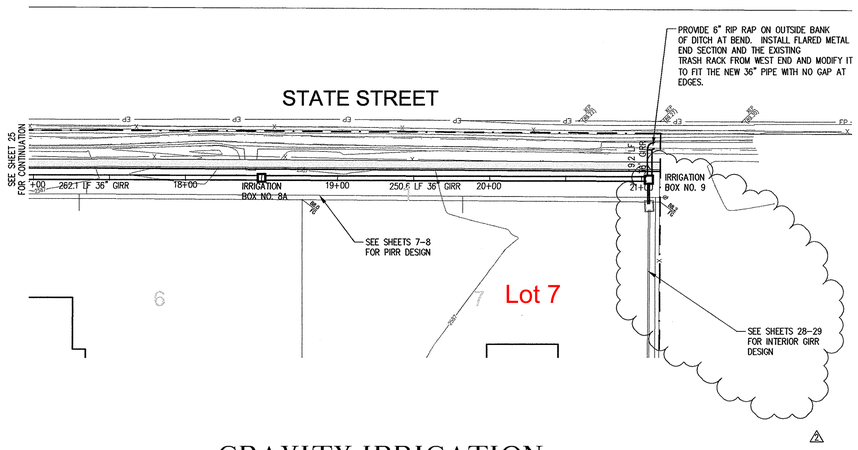
DESIGNED BY: IJC
DRAWN BY: IJC
CHECKED BY: SLM
SCI PROJECT No.: 19164
VERSION No.: V1

01



GRAVITY IRRIGATION BOX NO. 9

–NTS–



GRAVITY IRRIGATION

(PUBLIC ROADWAY)

NOTES TO CONTRACTOR:

1) CONTRACTOR TO FIELD VERIFY ALL EXISTING AND DESIGN ELEVATIONS AND INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
2) LOCATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3) THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH THE ENGINEER.

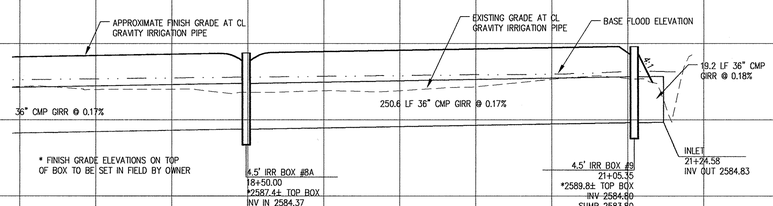
GRAVITY IRRIGATION NOTES:

1. GRAVITY IRRIGATION LENGTHS AND SLOPES ARE CALCULATED FROM INSIDE BOX FACE TO INSIDE BOX FACE.
2. CONSTRUCTION SHALL NOT PROCEED WITHOUT WRITTEN AUTHORIZATION FROM THE NEW UNION IRRIGATION DITCH COMPANY LIMITED.
3. SEE SHEET 27 FOR GRAVITY IRRIGATION STRUCTURE DETAILS NOT SHOWN ON THIS SHEET
4. PIPE SHALL BE CORRUGATED METAL PIPE (CMP) 12 GAGE ALUMINIZED.
5. ALL BOXES SHALL HAVE LADDER STEPS PROVIDED PER ISPWC STANDARD DRAWING SD-503 EXCEPT TOP STEP SHALL BE 24" FROM TOP OF BOX.
6. INSTALL PIPE USING MANUFACTURER'S APPROVED GASKETS, BANDS, AND CONSEAL SEALER #CS212 OR APPROVED EQUAL. EVERY EFFORT SHALL BE MADE TO PROVIDE WATER TIGHT CONNECTION AT THE CMP JOINTS. CONTACT A REPRESENTATIVE FROM THE NEW UNION DITCH COMPANY TO WITNESS THE INSTALLATION OF THE CONNECTIONS.

SCALE IN INCHES

0 ½ 1 2

H: 1" = 50' V: 1" = 5'



2605 2600 2595 2590 2585 2580 2575 2570

17+00 18+00 19+00 20+00 21+00 22+00

RECORD DRAWING

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Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services – Worldwide

REGISTERED PROFESSIONAL ENGINEER 4216 STATE OF IDAHO STAN L. MCHUTCHISON

REVISION	DATE	INITIALS	DESCRIPTION
1	4-24-07	GS	REVISED ON SITE GRAVITY IRRIGATION LAYOUT AND DESIGN
2	10-08-07	BAD	ON-SITE RECORD DRAWINGS.

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CARLTON BAY SUBDIVISION

PLAN AND PROFILE

GRAVITY IRRIGATION SHEET 3 OF 3

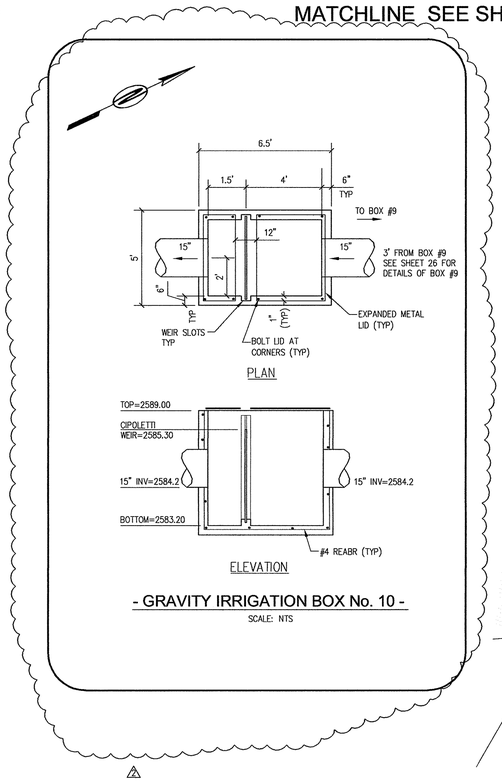
(NEW UNION CANAL)

DESIGNED BY: IC | CHECKED BY: SLM | VERSION No.: VI

DRAWN BY: IC | SCI PROJECT No.: 19164

26

MATCHLINE SEE SHEET 28



- GRAVITY IRRIGATION BOX No. 10 -

SCALE: NTS

SCALE IN INCHES

0 ½ 1 2

1" = 50'

POND A

POND B

POND C

STREET 'A'

STREET 'B'

STREET 'C'

STREET 'E'

STREET 'F'

STATE STREET/SH-44

INV 2578.71

EXISTING POND

CONSTRUCT DIKE BETWEEN PONDS

INSTALL 12" CMP BETWEEN PONDS INV 2583.70

SEE POND C SIDE SLOPE SECTION SHEET 28

SEE POND A & B SIDE SLOPE SECTION SHEET 28

DRAIN AREA NO. 4 SEE SHEET 20 FOR DETAILS

INV 2579.00 RIP RAP AROUND PIPE PENETRATION

DRAINAGE AREA NO. 2 SEE SHEET 20 FOR BIOFILTRATION SWALE

INV 2579.00 RIP RAP AROUND PIPE PENETRATION

INV 2583.70 RIP RAP OUTLET

28.08 LF 15" GIRR @ 0.50%

50.76 LF 15" GIRR @ 0.50%

169.2 LF 15" GIRR @ 0.42%

52.0 LF 15" GIRR @ 0.42%

215.0 LF 15" GIRR @ 0.42%

IRRIGATION BOX NO. 8 SEE SHEET 25

FUTURE BUILDING

FUTURE BUILDING

FUTURE BUILDING

Lot 7

EXISTING 8" CPP @ 0.25%

CONTRACTOR TO VERIFY EXISTING INSTALLATION PRIOR TO INSTALLING PIPE. ADJUST GRADE IF NECESSARY, VERIFY WITH ENGINEER PRIOR TO ADJUSTMENTS

STANDARD CONCRETE CATCH MH PER ISPWC SD-611 #R4 CONNECT TO EXISTING 8" CPP INV 12" & 8" 2584.5± SUMP 2582.5± RIM = 2588.8±

STANDARD CONCRETE CATCH MH PER ISPWC SD-611 #R5 INV 12" 2584.99 SUMP 2582.99 RIM = 2589.3±

483.9 LF 12" RCP @ 0.10%

STANDARD SHALLOW MH PER ISPWC SD-609A #R6 INV 12" 2585.96 SUMP 2584.96 RIM = 2589.5±

EXISTING 8"

STANDARD SHALLOW MH PER-ISPWC SD-609A #R7 CONNECT TO EXISTING 8" INV 12" & 8" 2586.8 RIM = 2589.5±

STANDARD CONCRETE CATCH MH PER ISPWC SD-611 #13 INV 2583.84 SUMP 2582.84 RIM = 2588.9±

STANDARD CONCRETE CATCH MH PER ISPWC SD-611 #11 INV IN 2582.37 INV OUT 2579.32 SUMP 2578.32 RIM = 2589.6±

STANDARD CONCRETE CATCH MH PER ISPWC SD-611 #12 INV IN 2579.22 INV OUT 2584.09 SUMP 2578.22 RIM = 2589.4±

STANDARD CONCRETE CATCH MH PER ISPWC SD-611 #10A INV 2583.08 SUMP 2581.18 RIM = 2592.1±

STANDARD CONCRETE CATCH MH PER ISPWC SD-611 #10 INV 2583.30 SUMP 2581.30 RIM = 2592.1±

IRR BOX #10-SEE DETAIL ON THIS SHEET

DRAINAGE NOTE:

[1] INSTALL GALVANIZED FLAIRED IN SECTION WITH TRASH RACK

RECORD DRAWING

1940 S. Bonito Way, Ste. 140
Meridian, ID 83642
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Fax: (208) 288-0574

Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services – Worldwide

REVISION	DATE	INITIALS	DESCRIPTION
1	4-24-07	GS	REVISED GRAVITY IRRIGATION LAYOUT AND DESIGN
2	5-21-07	IC	REVISED GRAVITY IRRIGATION MH 12, 13, AND OUTLET TO PROVIDE MORE HORIZ. CLEAR FOR 54"
3	6-12-07	IC	RELOCATE GRR LINE ON SOUTH EAST SIDE OF PROJECT
4	1008/07	BAD	ON-SITE RECORD DRAWINGS.

O:\19164\Civil\Dwg\02-Dwg\Record Drawings\GR-19164-GRR.dwg Aug 12, 2008 - 10:36am

CARLTON BAY SUBDIVISION

INTERIOR GRAVITY IRRIGATION PLAN SHEET 2 OF 2

DESIGNED BY: IC | CHECKED BY: SLM | VERSION No.: VI

DRAWN BY: IC | SCI PROJECT No.: 19164

29

Focus Engineering
Civil-Geotechnical-Environmental-Structural
5140 West Catalpa Court, Boise, Idaho 83703
(208) 395-1979 focusboise@gmail.com

November 4, 2024

SUBJECT: REQUEST FOR WAIVER OF CHECKLIST ITEMS
MINOR LAND DIVISION DEVELOPMENT
LOT 7 CARLTON BAY SUBDIVISION
10178 W. CARLTON BAY DRIVE, GARDEN CITY, IDAHO

Items on page 2 of the Land Division Application checklist are hereby requested to be waived. Following are the items from the checklist that are not provided and the reason why.

- *Sketch Map* – this could also be termed a Sketch Plat or Preliminary Plat. This does not appear to be required for a single lot split into two parcels as a Minor Land Division (MLD) or subdivision of less than four lots.
- *Hydrology Report* – was completed for original subdivision, the new site development has an associated Stormwater Calculations report which is included in the MLD submittal package.
- *Natural Hazard and Resources Analysis* – was completed for the original Carlton Bay Subdivision, there are no natural hazards or resources at the proposed site.
- *Dedications and Easements* – there are no new dedications or easements for the proposed MLD.
- *Irrigation/Ditch Company Information Form* – the existing Little Union Canal irrigation pipe runs north-south along the eastern edge of Lot 7 within a plat easement, and an existing Little Union Canal irrigation pipe runs east-west in the common lot between the subject parcel and W. State Street. There are no modifications or work proposed on the existing irrigation systems and the new project will not affect or disturb the existing piped irrigation. We have not coordinated or contacted Little Union Canal company.
- *Approved Sketch Plat* – there is no Sketch Plat or Preliminary Plat for the proposed MLD.

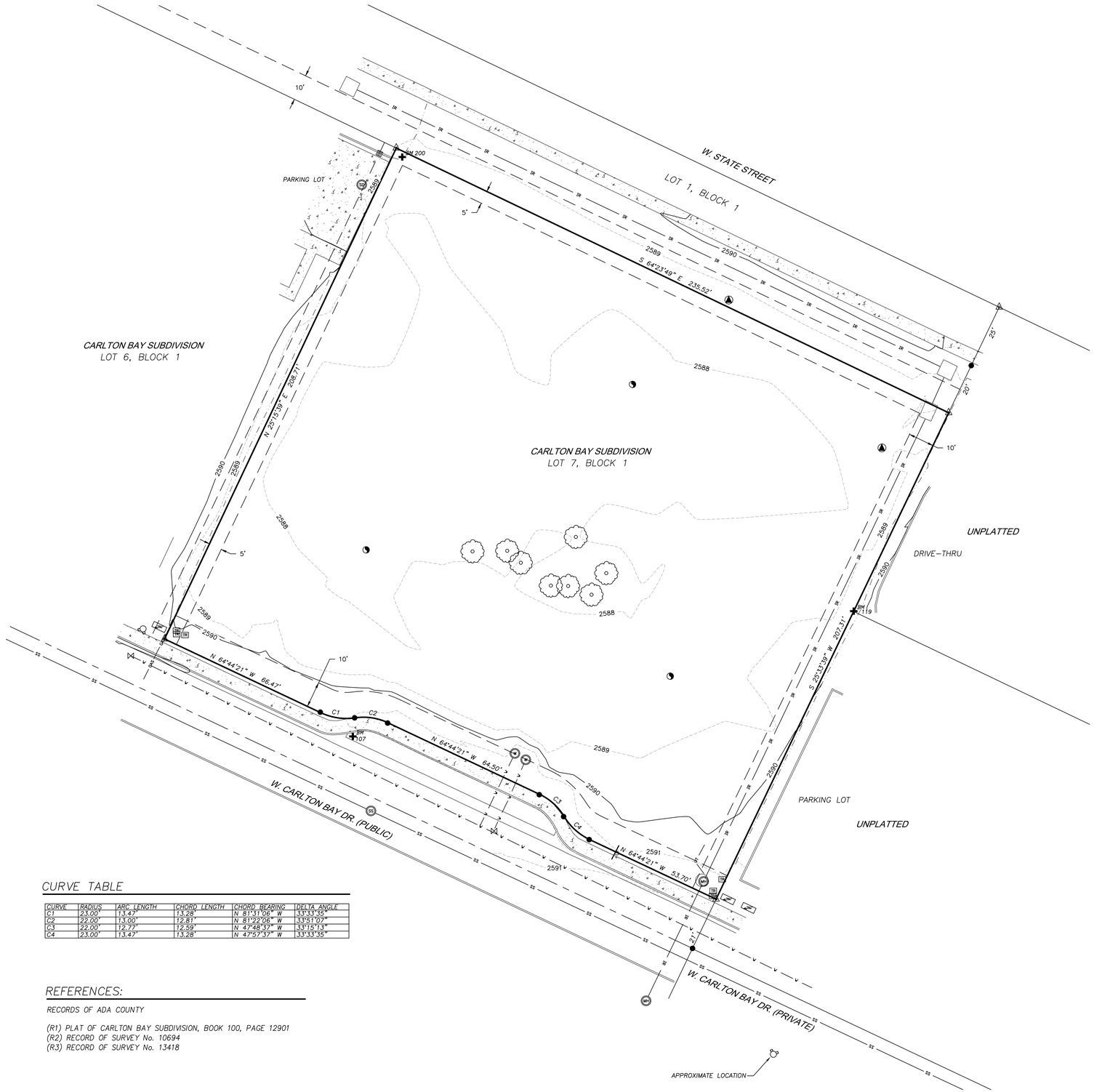
If you have any questions or comments on the MLD application and checklist items, please do not hesitate to contact us.

Sincerely,

Focus Engineering, Inc.
Boise, Idaho

Carl Geiger

Carl Geiger, P.E.



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	23.00'	13.47'	13.28'	N 81°31'06" W	33°33'35"
C2	22.00'	13.00'	12.81'	N 81°22'06" W	33°51'07"
C3	22.00'	12.77'	12.59'	N 47°48'37" W	33°15'13"
C4	23.00'	13.47'	13.28'	N 47°57'37" W	33°33'35"

REFERENCES:

RECORDS OF ADA COUNTY

(R1) PLAT OF CARLTON BAY SUBDIVISION, BOOK 100, PAGE 12901
(R2) RECORD OF SURVEY No. 10694
(R3) RECORD OF SURVEY No. 13418

SURVEY CONTROL POINTS:

Point	Northing	Easting	Elevation	Description
107	734321.43	2477195.93	2590.57	SET MAGNAIL
119	734369.61	2477388.53	2589.54	FOUND 1/2" REBAR W/CAP
200	734544.23	2477214.92	2588.65	SET SPIKE

SCALE

20 0 10 20 40

(FEET)
1 inch = 20 ft.

LEGEND

- RECORD BOUNDARY LINE
- PLATTED UTILITY & DRAINAGE EASEMENT LINE
- CENTERLINE
- EDGE OF GRASS/LANDSCAPING
- W — W — W — WATER LINE
- SS — SANITARY SEWER LINE
- IR — GRAVITY IRRIGATION LINE
- UT — UT — UT — COMMUNICATIONS LOCATE FLAGS
- GAS — GAS — GAS — GAS LINE LOCATE PAINT
- FOUND 1/2" OR 5/8" REBAR
- CALCULATED POINT
- BM 100 — SURVEY CONTROL POINT
- SS — SANITARY SEWER MANHOLE COVER
- SD — STORM DRAIN MANHOLE COVER
- CATCH BASIN
- FIRE HYDRANT
- WATER VALVE
- W — WATER MANHOLE LID, POSSIBLE METER OR BLOWOFF
- IRR — IRRIGATION MANHOLE
- 2" PVC STAND PIPE, GREY
- 4" PVC STAND PIPE
- TR — COMMUNICATION SERVICE RISER/SERVICE
- SIGN
- ELECTRICAL SERVICE CABINET
- DECIDUOUS TREE
- CONCRETE SURFACE

MAPPING NOTES:

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. ALIGNMENT OF UNDERGROUND UTILITIES IS ASSUMED FROM SURFACE FEATURES SUCH AS MANHOLE COVERS, VALVE COVERS, ETC. VERIFY ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION.

2. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES.

3. A BOUNDARY SURVEY WAS NOT PERFORMED AND A SEPARATE RECORD OF SURVEY MAP WILL BE PREPARED AND RECORDED.

4. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS APPURTENANT TO OR ENCUMBERING THE SUBJECT PROPERTY.

5. DATE OF FIELD SURVEY – APRIL, 2024. PLOT DATE – APRIL 22, 2024.

6. VERTICAL DATUM – ELEVATIONS ARE ON THE NAVD 88 VERTICAL DATUM.

7. CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS. 1' CONTOUR INTERVAL.

8. THE PARCEL FALLS WITHIN ZONE "AE" PER THE FEMA FLOOD PLAIN MAP

PORTSIDE LAND SURVEYING
3626 W. HILL RD.
BOISE, ID 83703
PHONE: (208) 484-6666 JIM@PORTSIDESURVEY.COM

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO 12722 JAMES R. PRINCE

4-22-2024

THIS MAP CORRECTLY REPRESENTS A TOPOGRAPHIC SURVEY MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AT THE REQUEST OF BASERRI, LLC., APRIL, 2024.

TOPOGRAPHIC MAP

LOT 7, BLOCK 1, CARLTON BAY SUBDIVISION

GARDEN CITY ADA COUNTY IDAHO

SURVEY SHEET

1 OF 1

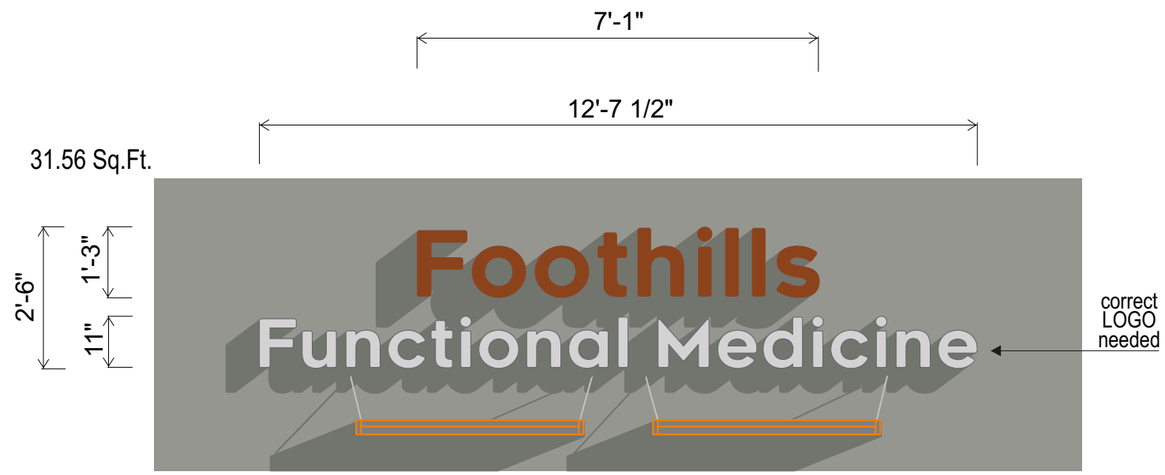
JOB No. 24-117



South Elevation (Carlton Bay View) Scale: 1/4"= 1'



North Elevation (State Street View) Scale: 1/4" = 1'



QTY: 2 sets

FCO LETTER DISPLAY

1/4" FLAT CUT LETTERS PAINTED

(COLORS TO BE DETERMINED)

PIN MOUNTED ON BUILDING TEXTURED FASCIA

L.E.D. UP LIGHTING TO BE DONE OTHERS

*** Items Required Before Production**

Vector Artwork needed - FCOs

IN ORDER TO PRODUCE SIGNS, LYTLE SIGNS REQUIRES CLEAN VECTOR ARTWORK OF THE DESIRED GRAPHIC (.ai OR .eps FILE). IF LOW RES BITMAP IMAGE IS PROVIDED, THERE WILL BE A CHARGE FOR LYTLE SIGNS TO RECREATE THE GRAPHIC.

Lytle SIGNS INCORPORATED Since 1948

AN EMPLOYEE OWNED COMPANY

CLIENT: Foothill Functional Medicine

ADDRESS: Garden City, Idaho

DATE: 30 Sept 2024

SCALE: 3/8"=1'

ACCOUNT EXECUTIVE: Calleen

DRAWN BY: rba

FILE NAME: ...\Foothill Functional Medicine\Wall & Monument Sign J12576...

QUOTE: J12576

REVISIONS:

PAGE 1 OF 2

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P.O. BOX 305
1925 KIMBERLY RD.
TWIN FALLS, ID 83303
208.733-1739
1.800.621.6836
fax 208.736.8653

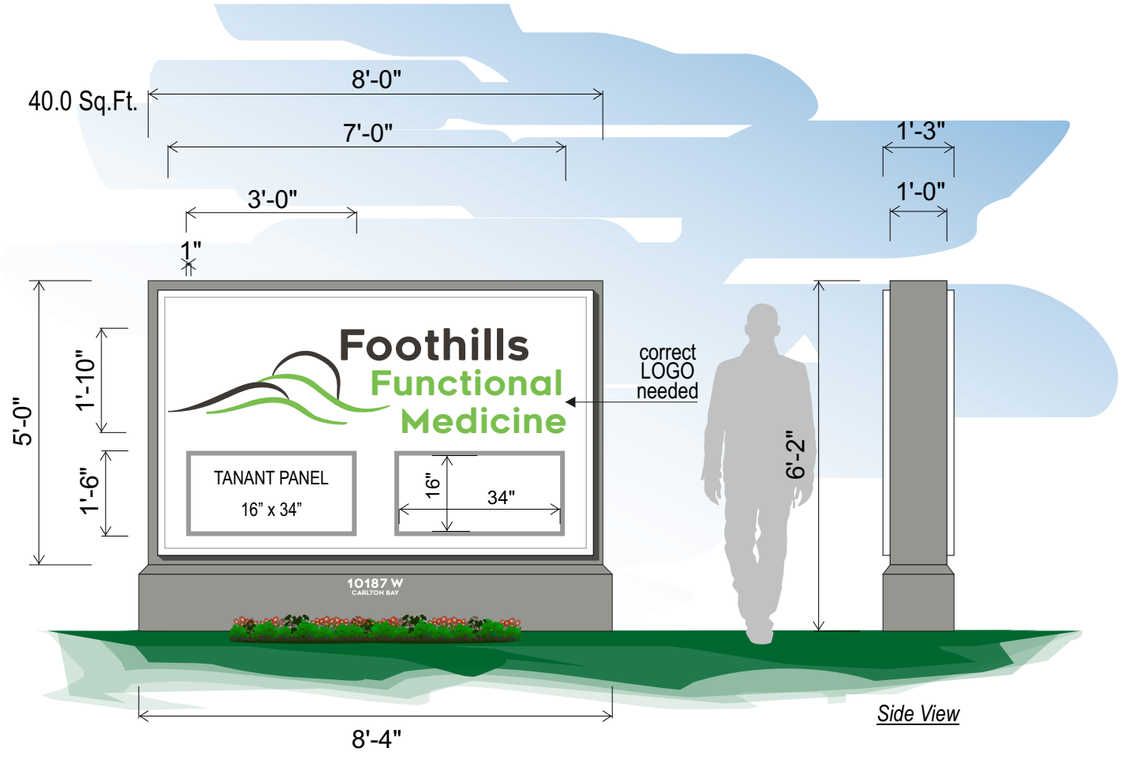
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2070 E. COMMERCIAL ST.
MERIDIAN, ID 83642
208.388-1739
fax 208.388.3966

lytlesigns.com

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THIS RENDERING IS CONCEPTUAL — COLORS MAY NOT REPRESENT ACTUAL FINISH — ILLUMINATED AND DAYLIGHT COLORS WILL VARY

APPROVED BY:

DATE:



Side View

A D/F ILLUMINATED MONUMENT SIGN

ALUMINUM CLADDING OVER METAL FRAMEWORK

PAINTED TO MATCH BUILDING

AN ALUMINUM CABINET PAINTED WHITE

WHITE POLYCARBONATE FACE

MAIN COPY – 230-69 DURANODIC AND 3630-136 LIME GREEN

TRANSLUCENT VINYL APPLIED

TENANT SPACES – #31 MEDIUM GREY HP VINYL BOARDERS

TENANTS TBD

WHITE L.E.D. ILLUMINATION

ALUMINUM BASE w/a BEVELED EDGE PAINTED TO MATCH

WHITE HP VINYL ADDRESS NUMBER APPLIED

INSTALLED ONTO A METAL POLE IN A CONCRETE FOOTING

Items Required Before Production

Vector Artwork needed - Vinyl

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AN EMPLOYEE OWNED COMPANY

CLIENT: Foothill Functional Medicine

ADDRESS: Garden City, Idaho

DATE: 30 Sept 2024

SCALE: 3/8"=1'

ACCOUNT EXECUTIVE: Calleen

DRAWN BY: rba

FILE NAME: ...\Foothill Functional Medicine\Wall & Monument Sign J12576...

QUOTE: J12576

REVISIONS:

PAGE 2 OF 2

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