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NOV 2 2 1996

WATER RESOURCES
WESTERN REGION

SHELLEY ACRES SUBDIVISION

A TRACT OF LAND SITUATED IN A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, BOISE MERIDIAN, GEM COUNTY, IDAHO. 1995

"This development recognizes Section 22-4503, et seq., Idaho Code, right to farm, which states, "No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation on an appurtenance to it."

N89°30'51"E 2627.23' — 5254.47' — E1/16 1313.62' — S89°06'01"E 1301.03' — W1/16 2602.06' 1301.03'

9 10 16 15 CP&F NO. 187521 — 10 11 15 14 CP&F NO. 145695 — CP&F NO. 187522 1/4 COR.

RIGHT OF WAY CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C-1	2905.00'	201.53'	201.49'	N88°21'25"W	03°58'29"
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LINE	DIRECTION	DISTANCE
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DETAIL 'A'

NOTES:

Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision.

Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of Gem County, Idaho.

Telephone	Citizens Telecom
Power	Idaho Power Company
Sewer	Individual Septic Systems
Water	Individual Wells
Gas	None

A 12 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT EXISTS INSIDE ALL LOT LINES ALONG ROADS AND ALONG THE SUBDIVISION BOUNDARY AND A 12 FOOT EASEMENT WILL BE CENTERED ON ALL INTERIOR LOT LINES.

THE DEVELOPER SHALL COMPLY WITH 31-3805 IDAHO CODE, RELATING TO TRANSFER OF WATER RIGHTS.

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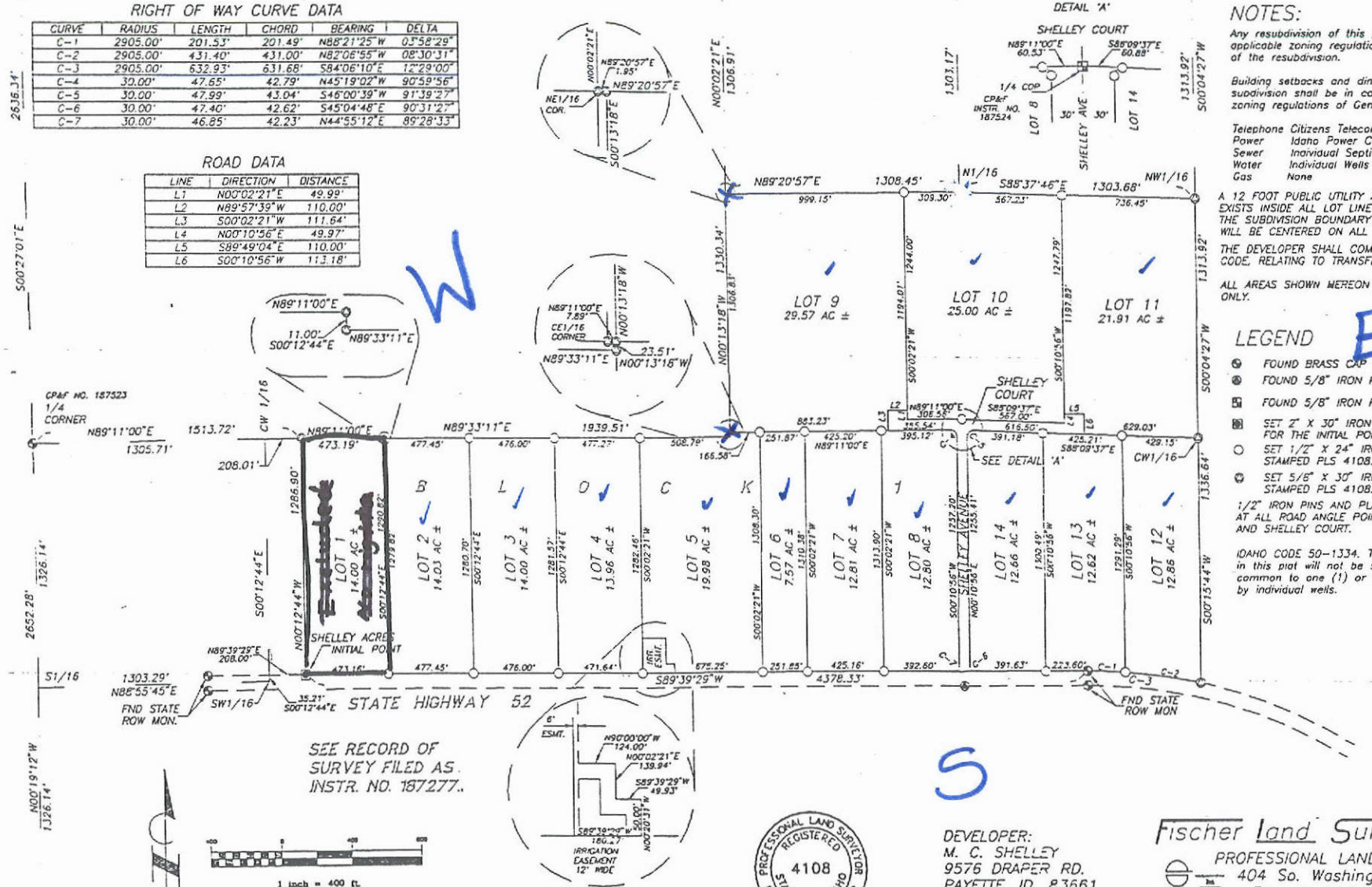

PROFESSIONAL LAND SURVEYOR REGISTERED 4108 STATE OF IDAHO RICHARD P. FISCHER

DEVELOPER:
M. C. SHELLEY
9576 DRAPER RD.
PAYETTE, ID. 83661
(208) 642-2794

Fischer Land Surveying, Inc.
PROFESSIONAL LAND SURVEYING
404 So. Washington Ave.
Emmett, Idaho 83617
Phone:(208) 365-4146

711-15-00-00 SHEET 1 OF 2 SHEETS
APRIL, 1996 INDEX NO. 711-14-00-00 JOB NO. 93-95

RECEIVED (14)
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

Warranty Deed

For Value Received

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

the grantor do hereby grant, bargain, sell and convey unto

DENNIS W. HOLZER, a single perso.

whose current address is P.O. Box 914, Faribault, Minn. 55021

the grantee the following described premises in Gem County Idaho, to wit:

Lot 6, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: current year taxes; conditions, covenants, restrictions, reservations, easements rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 16, 1996

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

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(15)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , his heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: current year taxes; conditions, covenants, restrictions, reservations, easements rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 16, 1996

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 16th day of August, 19 96 before me, a notary public in and for said State, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public

Residing at Emmett, Idaho

Comm. Expires 3-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 10:47 AM
Date August 19, 1996
Instru. No. 191306
Recorded as a Deed

Thelma R. Kolodzicj, Clerk
Ex-officio Recorder
By: Deputy

Fees $ 3.00

191306

Litho 5-2561 Furnished by the ALLIANCE

Idaho Dept. of Water Resources

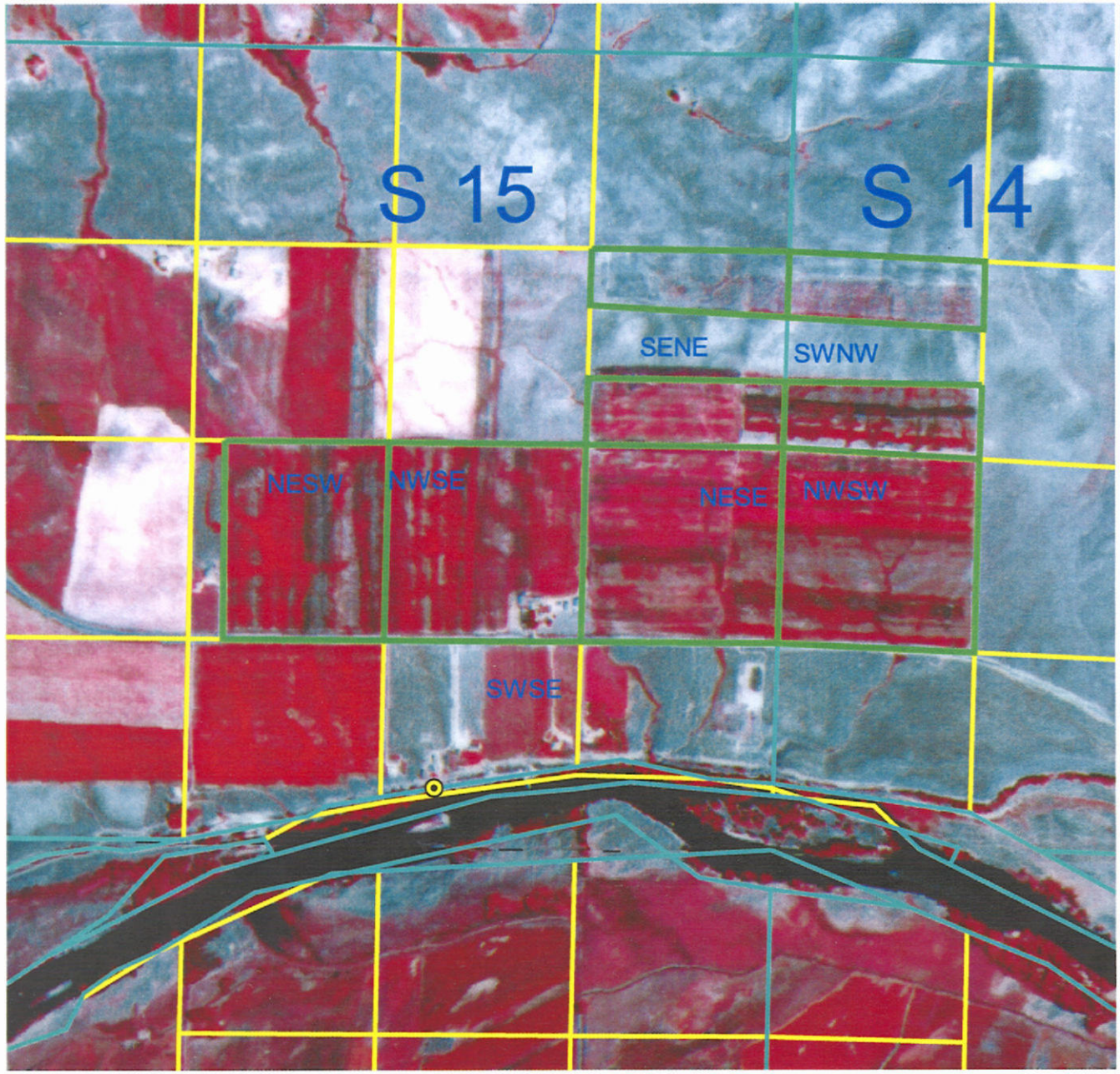
Claim No(s): 65-02740
Claimant(s): Shelley Acres Water Users Assoc
T07N, R01E, S 14, 15
Prepared by: Sue Bock
Date: 1/26/2000

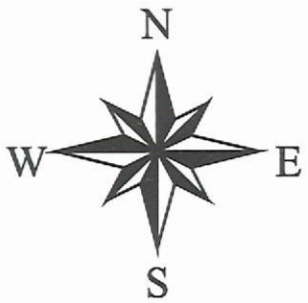
Place of Use

Point of Diversion

Section lines

1/4 1/4 lines





STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

ADDRESS SERVICE
REQUESTED

MAR 13 01
ID
PB
7032858
0.76
U.S. POSTAGE

WAA 3/14/01

RECEIVED
MAR 16 2001
WATER RESOURCES
WESTERN REGION

65-02740

Sent again
3-16-01

SHELLEY ACRES WATER USERS
ASSOCIATION
C/O RICK RUTH
241 CRANMER
MERIDIAN ID 83642

Rick Ruth
4997 N Morninggale Dr.
Eagle 83616

Idaho Dept. of Water Resources

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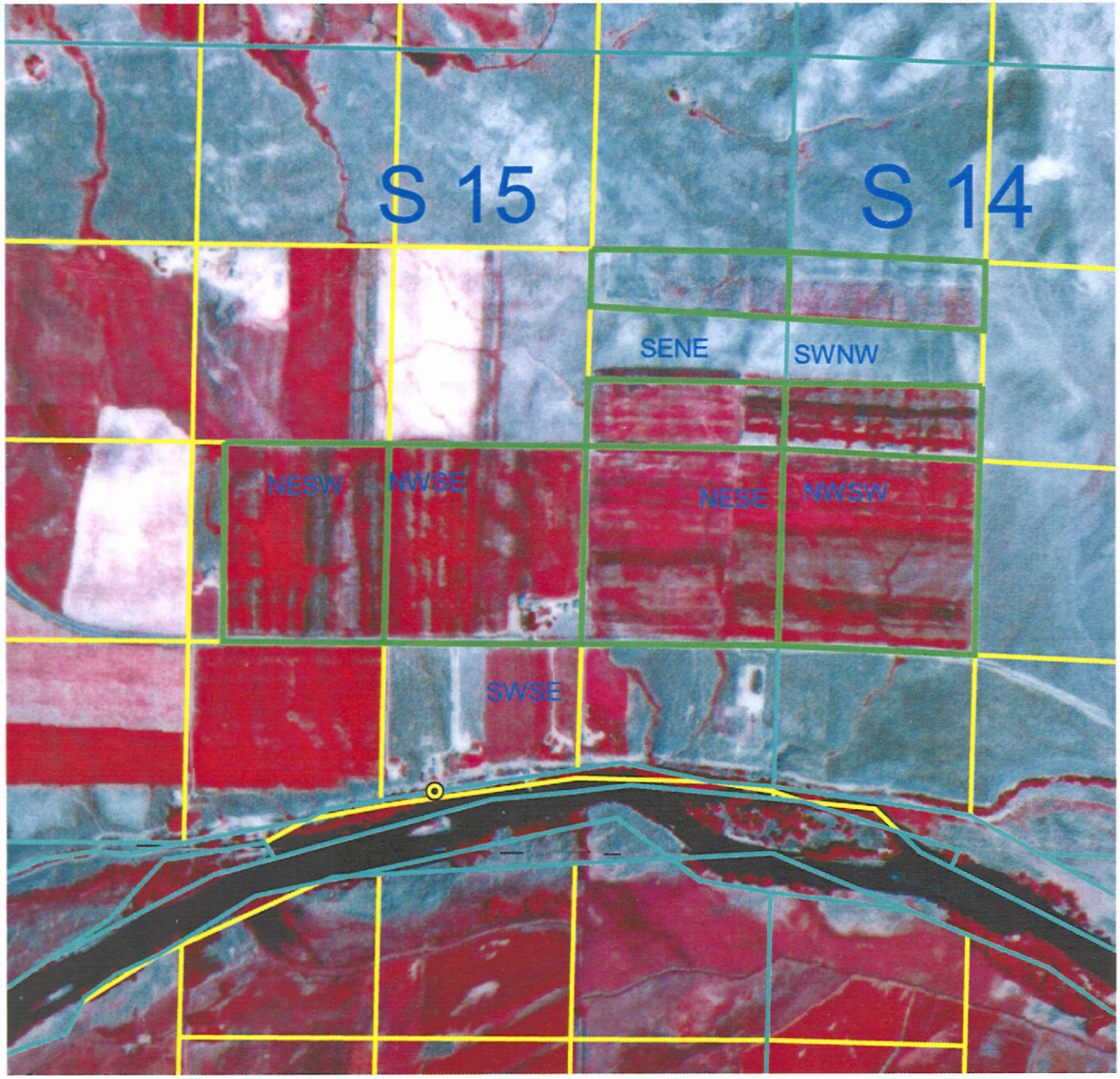
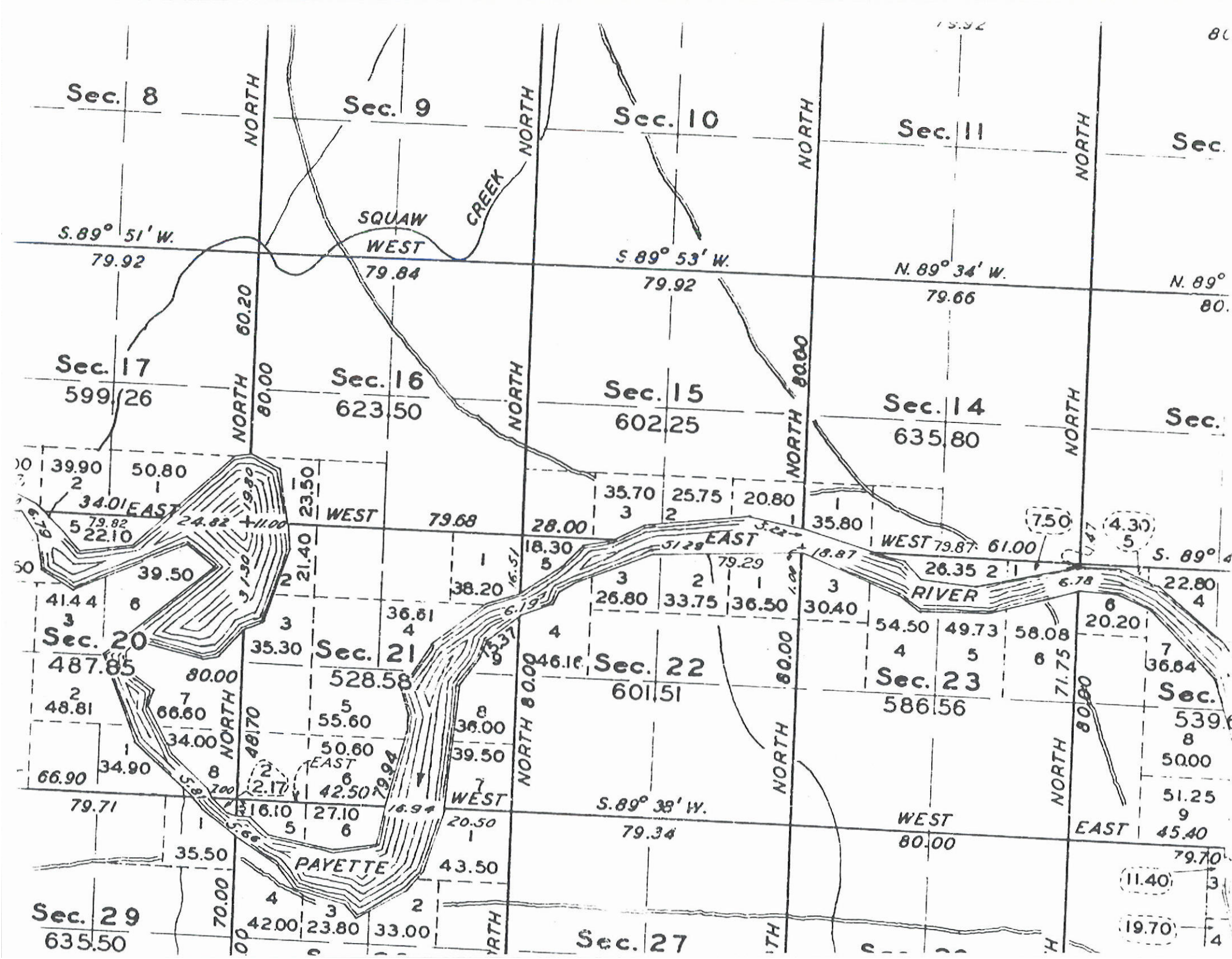


N
W
E
S

0 1000 2000 Feet

1987 NAPP Photo


Sec. 8
Sec. 9
Sec. 10
Sec. 11
Sec.
NORTH
SQUAW CREEK
S. 89° 51' W.
79.92
WEST
79.84
S. 89° 53' W.
79.92
N. 89° 34' W.
79.66
N. 89°
80.
Sec. 17
599.26
Sec. 16
623.50
Sec. 15
602.25
Sec. 14
635.80
Sec.
60.20
80.00
80.00
39.90
50.80
34.01
EAST
79.82
22.10
24.82
+11.00
23.50
WEST
79.68
28.00
35.70
25.75
20.80
35.80
7.50
4.30
WEST 79.87
61.00
S. 89°
39.50
21.40
38.20
18.30
51.29
EAST
79.29
18.87
26.35
RIVER
22.80
41.44
36.61
26.80
33.75
36.50
30.40
54.50
49.73
58.08
20.20
Sec. 20
487.85
Sec. 21
528.58
Sec. 22
601.51
Sec. 23
586.56
Sec.
539.
80.00
48.81
66.60
34.00
55.60
36.00
50.60
39.50
34.90
66.90
79.71
EAST
42.50
79.94
WEST
S. 89° 38' W.
79.34
WEST
80.00
EAST
79.70
51.25
45.40
35.50
PAYETTE
43.50
11.40
19.70
Sec. 29
635.50
42.00
23.80
33.00
Sec. 27

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A65-02740**
Date Received: 1/10/1990
Receipt No: X999999
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SHELLEY ACRES WATER USERS ASSOCIATION 208-888-4453
   Address: C/O RICK RUTH
   241 CRANMER
   MERIDIAN ID 83642

2. Date of Priority: SEP 20, 1963

3. Source: PAYETTE RIVER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07N	01E	15		2	GEM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.840		

7. Total Quantity Appropriated is:
   2.840 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07N	01E	14	SW NW		IRR	27.0
			NW SW		IRR	38.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
						Section Acres	65.0
		15	SE	NE		IRR	28.0
			NE	SW		IRR	39.0
			NE	SE		IRR	39.0
			NW	SE		IRR	39.0
						Section Acres	145.0
						Total Acres	210.0

11. Place of use in counties: GEM

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:
OWNERSHIP CHANGED 11/25/1996 BY KW.
PROPERTY ALSO KNOWN AS LOTS 1-14, SHELLEY ACRES SUBDIVISION.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO
Decree Plaintiff

vs

A & C CORP., ET AL.
Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of
Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct.

_____
Signature of Authorized Agent

_____
Title and Organization

_____
Date

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day

of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

(1)

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

1. Water Right Number(s) _____

   Adjudication Claim Number(s) A65-02740

2. The following **REQUIRED** information must be submitted with this form.

   A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

   AND

   B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

   OR

   C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Harvey or Selmah Gatfield
   Rt. 1, Horseshoe Bend, ID 83629

(4.) New Owner/Claimant(s) Shelley Acres Water Users Association
Name connector (Check one): [ ] AND, [ ] OR, [ ] AND/OR

New Mailing Address Rick Ruth 241 CRAMER

City, State and ZIP Code MERIDIAN ID 83642

New Telephone Number (208) 888-4453

5. Date you acquired the property _____

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

   Number of acres actually irrigated 210 Number and type of stock _____

   Diversion rate in CFS 2.84 (cubic feet per second) Number of homes _____ Other uses _____

   If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) [signature] Date 11-22-96

   ASSOCIATION Member Date _____

   (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at **Item 1.** If you or the seller believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.

3. Please provide the name and address of the former owner of the water right and/or adjudication claim at **Item 3.**

4. The name, mailing address, and telephone number of the new owner(s) is entered at **Item 4.** Please indicate the relationship between multiple owners by using the connector "and", "or" or "and/or". If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign, however only one of the named parties is required to sign.

5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. If the property you have purchased is only a portion of the property owned by the former owner/seller, you may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at **Item 6.**

   Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately.*

7. The new owner(s) must sign the form in the space(s) provided at **Item 7.** Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.

8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise , ID 83705-5082 (208) 334-2190

IDWR Southern Region, 222 Shoshone St. E., Twin Falls, ID 83301-6105 (208) 736-3033

IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450

IDWR Eastern Region, 900 N Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

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NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

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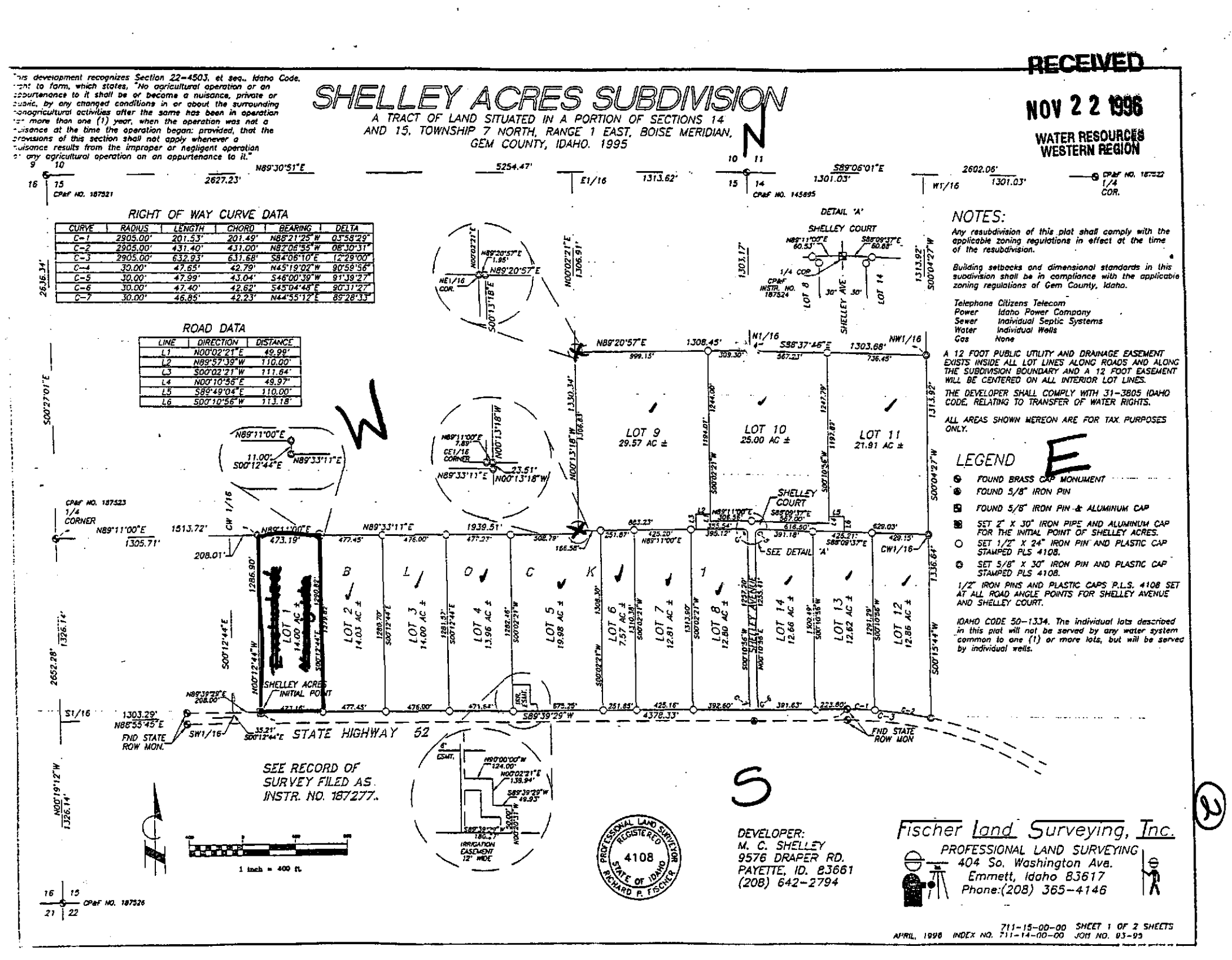


PROFESSIONAL LAND SURVEYOR REGISTERED 4108 STATE OF IDAHO RICHARD P. FISCHER

DEVELOPER:
M. C. SHELLEY
9576 DRAPER RD.
PAYETTE, ID. 83661
(208) 642-2794

Fischer Land Surveying, Inc.
PROFESSIONAL LAND SURVEYING
404 So. Washington Ave.
Emmett, Idaho 83617
Phone:(208) 365-4146

NOV-25-96 MON 12:29

3-18745

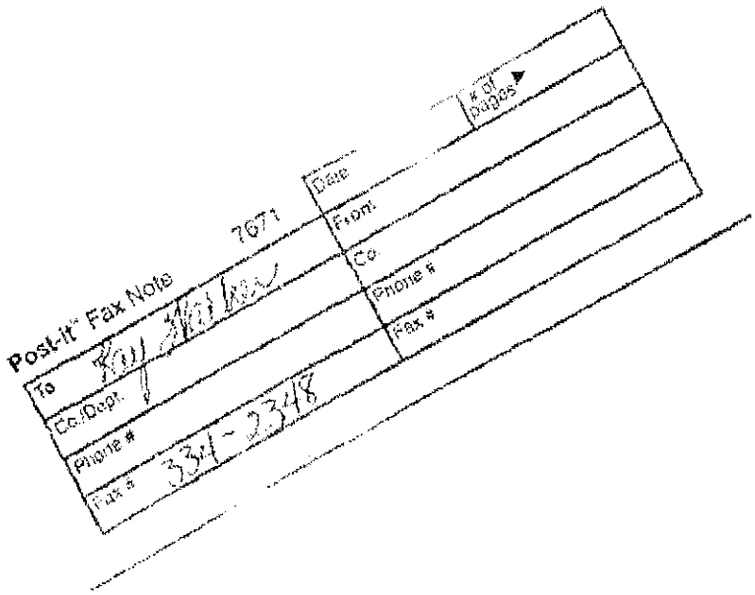
RECEIVED (3)
NOV 25 1996
WATER RESOURCES
WESTERN REGION

WARRANTY DEED

For Value Received
M.C. SHELLEY TRUST, dated October 14, 1993, M.C. SHELLEY, Trustee

The grantor , does hereby grant, bargain, sell and convey unto
HENRY J. DeBRUIN and SHIRLEY T. DeBRUIN, husband and wife
the grantee , whose current address is 1769 Virginia St., Beloit, WI 53511
the following described premises, in GEM County Idaho, to-wit:

SEE ATTACHED LEGAL DESCRIPTION



TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees , their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances Except current year taxes; conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 1, 1995

M.C. Shelley Trust, dated October 14, 1993

by: M.C. Shelley
M.C. Shelley, Trustee

STATE OF IDAHO, COUNTY OF GEM
On this 1st day of August

STATE OF IDAHO, COUNTY OF GEM

RECEIVED
NOV 25 1996
WATER RESOURCES
WESTERN REGION

(4)

Legal Description

A tract of land situate in a portion of the NE 1/4 of the SW 1/4 of Section 15 Township 7 North, Range 1 East, B.M., Gem County, Idaho, more particularly described as follows:

COMMENCING at the quarter corner common to sections 15 and 16, T. 7 N., R. 1 E., marked by a found brass cap monument from which the Section corner common to Sections 9, 10, 15 and 16 bears North 00°27'01" East, 2636.34 feet and is marked by a found brass cap monument; thence
North 89°11'00" East, 1513.72 feet along the East/West mid-section line to a set 5/8" iron pin P.L.S. 4108 and THE REAL POINT OF BEGINNING; thence continuing
North 89°11'00" East, 473.19 feet along the East/West mid-section line to a set 1/2" iron pin P.L.S. 4108; thence
South 00°12'44" East, 1290.82 feet parallel with the West line of the NE 1/4 of the SW 1/4 to a point on the North right of way line of State Highway 52 and marked by a set 1/2" iron pin P.L.S. 4108; thence
South 89°39'29" West 473.15 feet along said North right of way line to a set 1/2" iron pin P.L.S. 4108; thence
North 00°12'44" West, 1290.90 feet parallel with the West line of the NE 1/4 of the SW 1/4 to the REAL POINT OF BEGINNING.

This is same as Lot 1 - plat it was said before

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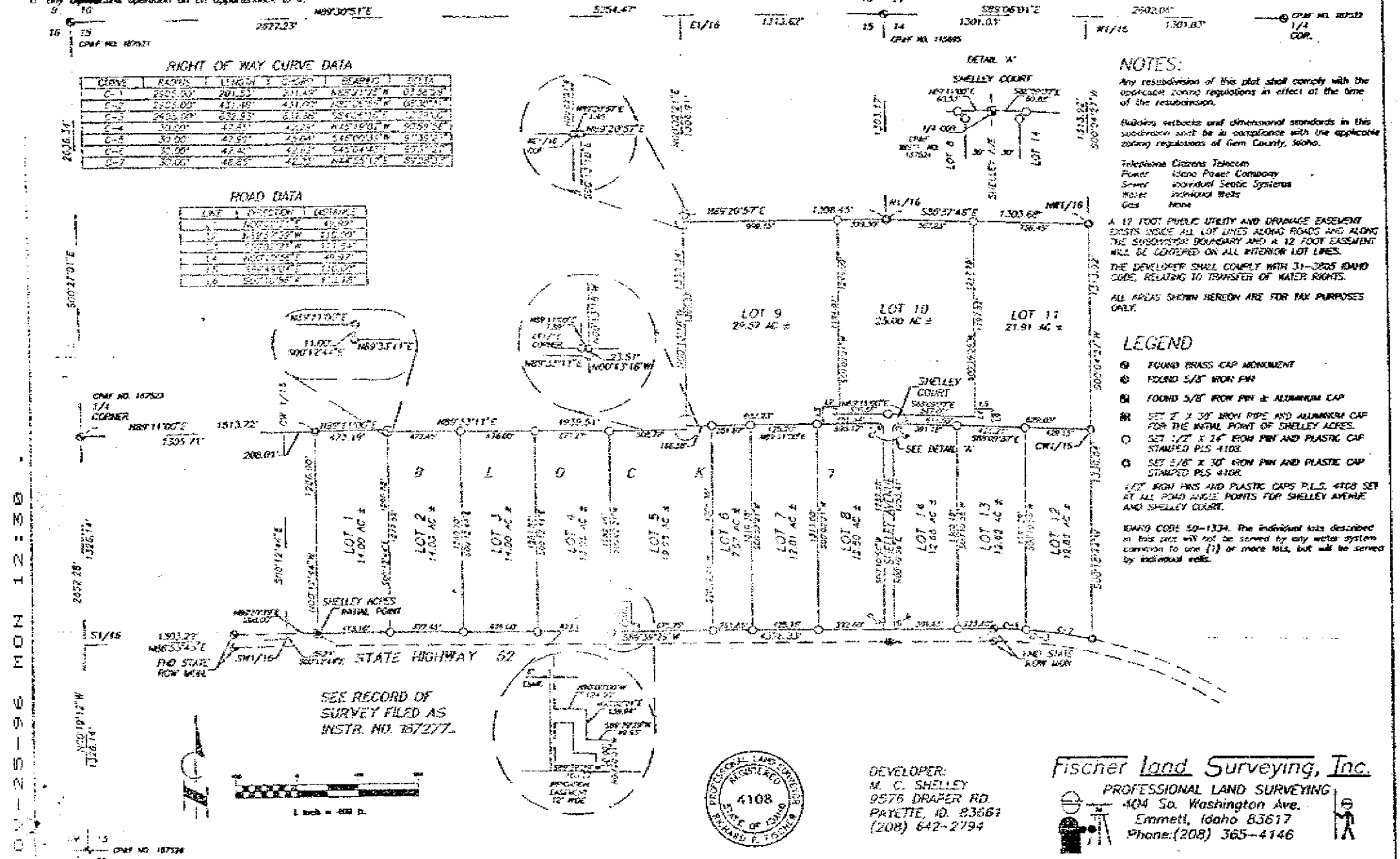
WESTERN REGION
5
NOV-25-96 MON 12:30 P.03

SHELLEY ACRES SUBDIVISION

A TRACT OF LAND SITUATED IN A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, BOISE MERIDIAN, GEM COUNTY, IDAHO. 1995

...development recognizes Section 22-4503, et seq., Idaho Code, as it may be amended, which provides, "No agricultural operation or any appurtenance thereto shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation more than one (1) year, when the operation was not a nuisance at the time the operation began: provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation as an appurtenance to it."



NOTES:

Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision.

Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of Gem County, Idaho.

Telephone	Citizens Telecom
Power	Idaho Power Company
Sewer	Individual Septic Systems
Water	Individual Wells
Gas	None

A 12 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT EXISTS INSIDE ALL LOT LINES ALONG ROADS AND ALONG THE SUBDIVISION BOUNDARY AND A 12 FOOT EASEMENT WILL BE CENTERED ON ALL INTERIOR LOT LINES.

THE DEVELOPER SHALL COMPLY WITH 31-3805 IDAHO CODE, RELATING TO TRANSFER OF WATER RIGHTS.

ALL AREAS SHOWN HEREON ARE FOR TAX PURPOSES ONLY.

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND 5/8" IRON PIN
- FOUND 5/8" IRON PIN & ALUMINUM CAP
- SET 2" X 30" IRON PIPE AND ALUMINUM CAP FOR THE INITIAL POINT OF SHELLEY ACRES.
- SET 1/2" X 24" IRON PIN AND PLASTIC CAP STAMPED PLS 4108.
- SET 5/8" X 30" IRON PIN AND PLASTIC CAP STAMPED PLS 4108.

1/2" IRON PINS AND PLASTIC CAPS P.L.S. 4108 SET AT ALL ROAD ANGLE POINTS FOR SHELLEY AVENUE AND SHELLEY COURT.

IDAHO CODE 50-1334. The individual lots described in this plat will not be served by any water system common to one (1) or more lots, but will be served by individual wells.

PROFESSIONAL LAND SURVEYOR REGISTERED 4108 STATE OF IDAHO RICHARD E. FISCHER

DEVELOPER:
M. C. SHELLEY
9576 DRAPER RD.
PAYETTE, ID. 83661
(208) 642-2794

Fischer Land Surveying, Inc.
PROFESSIONAL LAND SURVEYING
404 So. Washington Ave.
Emmett, Idaho 83617
Phone:(208) 365-4146

711-15-03-00 SHEET 1 OF 2 SHEETS
711-14-00-00

3-19650

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

(6)

WARRANTY DEED

For Value Received

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

The grantor , does hereby grant, bargain, sell and convey unto

JOHN L. GABICA and GENE E. GABICA, husband and wife

the grantees , whose current address is HC 79, Box 1107, Emmett, Idaho 83617

the following described premises, in Gem County Idaho, to-wit:

Lot 2, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3, at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees , their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 27, 1996

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

(7)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s , their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 27, 1996

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

STATE OF IDAHO, COUNTY OF Gem

On this 27th day of September, 1996, before me, a notary public in and for the said State, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

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.

Notary Public

Residing at Emmett, Idaho

Comm. Expires 3-14-99

STATE OF IDAHO, COUNTY OF GEM

I hereby certify that this instrument was filed for record at the request of Alliance Title & Escrow

at 49 minutes past 10 o'clock A.M., this 4th day of October, 1996, in my office, and duly recorded in Book as a Deed of Records at Page under Instr. #191981.

Thelma R. Kolodziej
Ex-Officio Recorder

By Judy Baskin Deputy.

Fees $ 3.00

Mail to:

IDL-392 (9-82)

3-19319

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

Warranty Deed

For Value Received M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust, dated October 14, 1993

the grantor , does hereby grant, bargain, sell and convey unto

GARY M. HEPPLER and CAROL E. HEPPLER, husband and wife

whose current address is 2230 Gekeler Lane, Boise, Idaho 38706

the grantee s, the following described premises, in GEM County Idaho, to wit:

Lot 3, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees , their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances

Except: Current year taxes; conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 29, 1996

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

the grantee s, the following described premises, in GEM County Idaho, to wit: (9)

Lot 3, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances

Except: Current year taxes; conditions, covenants, restrictions, reservations, easements rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 29, 1996

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 29th day of April, 19 96 before me, a notary public in and for said State, personally appeared

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14 1993

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public

Residing at Emmett, Idaho, Idaho

Comm. Expires 3-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 3:02 PM
Date April 29, 1996
Instru. No. 189635
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Deputy
Fees $3.00

189635

3-19479

(10)

Warranty Deed

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

For Value Received

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

the grantor , do hereby grant, bargain, sell and convey unto

RANGER R., INC. Rick Ruth

whose current address is 241 Cranmer, Meridian, Idaho 83642

the grantee , the following described premises, in Gem County Idaho, to wit:

Lot 4, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 26, 1996

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

Lot 4, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

(11)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 26, 1996

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 26th day of August , 19 96 before me, a notary public in and for said State, personally appeared M.C. Shelley, Trustee

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

Residing at Emmett , Idaho

Comm. Expires 3-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 1:35 PM
Date September 6, 1996
Instru. No. 191586
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Judy Bingham Deputy
Fees $ 3.00

191586

3-19259

(12)

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

Warranty Deed

For Value Received

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

the grantor , do hereby grant, bargain, sell and convey unto

THOMAS G. BLANDFORD and MARY L. BRESKE, husband and wife

whose current address is 9800 North Highway 52, Sweet, Idaho 83670

the grantee , the following described premises, in GEM County Idaho, to wit:

Lot 5, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 17, 1996

m c Shelley

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

the grantee , the following described premises, in GEM County Idaho, to wit:

(13)

Lot 5, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 17, 1996

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 17th day of May, 1996, before me a Notary Public in and for said State, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public

Residing at Emmett, Idaho

Comm. Expires 3-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 11:24 AM
Date May 21, 1996
Instru. No. 189994
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Judy Kopsa Deputy
Fees $ 3.00

189994

Litho 6-2561 Furnished by the ALLIANCE

Warranty Deed

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

(14)

For Value Received

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

the grantor do hereby grant, bargain, sell and convey unto

DENNIS W. HOLZER, a single perso

whose current address is P.O. Box 914, Faribault, Minn. 55021

the grantee the following described premises in Gem County Idaho, to wit:

Lot 6, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: current year taxes; conditions, covenants, restrictions, reservations, easements rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 16, 1996

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho

(15)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , his heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: current year taxes; conditions, covenants, restrictions, reservations, easements rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 16, 1996

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 16th day of August, 1996 before me, a notary public in and for said State, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public

Residing at Emmett, Idaho

Comm. Expires 2-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 10:47 AM
Date August 19, 1996
Instru. No. 191306
Recorded as a Deed
Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Deputy
Fees $ 3.00

191306

Litho 6-2661 Furnished by the ALLIANCE

3-19535

(16)

Warranty Deed

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

For Value Received

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

the grantor , do hereby grant, bargain, sell and convey unto

ROBERT J. LANGUS, a single person and PATRICIA M. BARRETT, a single person

whose current address is 727 East State St. #202, Eagle, Idaho 83616

the grantee , the following described premises, in Gem County Idaho, to wit:

Lot 7, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 28, 1996

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

(17)

Lot 7, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 28, 1996

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 28th day of August, 19 96 before me, a notary public, in and for said State, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

Residing at Emmett, Idaho

Comm. Expires 3-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 11:38 AM
Date August 28, 1996
Instru. No. 191428
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Deputy
Fees $ 3.00

191428

3-13373

RECEIVED (18)
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

Warranty Deed

For Value Received M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

the grantors, do hereby grant, bargain, sell and convey unto

GERALD J. HEIDENREICH, a single person

whose current address is 114 Sycamore, San Anselmo, CA 94960 (residential)
P.O. Box 301, San Anselmo, CA 94979 (Mailing)

the grantee, the following described premises, in Gem County Idaho, to wit:

Lot 8, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances
Except: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 20, 1996

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

the grantee , the following described premises, in Gem County Idaho, to wit: (19)

Lot 8, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , his heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances

Except: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 20, 1996

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 20th day of September, 1996, before me, a notary public in and for said State, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

Residing at Emmett, Idaho

Comm. Expires 3-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 4:01 PM
Date September 23, 1996
Instru. No. 191805
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Judy Eggleston Deputy
Fees $ 3.00

3-19395

(20)

Warranty Deed

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

For Value Received

M. C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

the grantor , do hereby grant, bargain, sell and convey unto

JAMES ROY SCHWARTZ and NANCY KAY SCHWARTZ, husband and wife

whose current address is 13195 Manning Trail North, Stillwater, Minn. 55082

the grantee , the following described premises, in Gem County Idaho, to wit:

Lot 9, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor do eshereby covenant to and with the said Grantees , that he is the owner in fee simple of said premises; that they are free from all incumbrances

Except: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: June 11, 1996

m c Shelley

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST dated October 14, 1993

the grantee , the following described premises, in [illegible]

(21)

Lot 9, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor do eshereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that they are free from all incumbrances

Except: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: June 11, 1996

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 11th day of June, 19 96 before me, a notary public in and for said State, personally appeared

M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

Residing at Emmett, Idaho

Comm. Expires 3-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 4:13 PM
Date June 11, 1996
Instru. No. 190373
Recorded as a Deed

Thelma K. Kolodziej, Clerk
Ex-officio Recorder
By: Deputy
Fees $ 3.00

190373

Litho 5-2561 Furnished by the ALLIANCE

WARRANTY DEED

PAGES 1 of 2 (22)

FOR VALUE RECEIVED M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust, dated October 14, 1993

THE GRANTOR , do es **hereby grant, bargain, sell and convey unto** ROBERT W. ADAMS and LINDA S. ADAMS, husband and wife

THE GRANTEE s, **whose current address is** P.O. Box 190720
Boise, Idaho 83719-0720

the following described premises, in GEM **County, Idaho, to wit:**

(Continued)

RESERVING to the Grantor a 60.00 foot wide Ingress, Egress and Utility Easement lying North of the South line of the above described parcel of land.

The limits of said easement shall be extended or shortened at all angle points so as to make a continuous and uniform width of access throughout.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever; and the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; are free from all encumbrances EXCEPT: current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: November 1, 1995

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust, dated October 14, 1993

RECEIVED
NOV 22 1996
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO, COUNTY OF GEM
On this 1st **day of** November , 19 95 , **before me, a notary public in and for the said State, personally appeared** M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust

(23)

WARRANTY DEED

INSTRU. NO. 187130

PAGES 2 of 2

Legal Description (Continued)

TRACT I

A tract of land situate in a portion of the SE 1/4 of the NE 1/4 of Section 15, and a portion of the SW 1/4 of the NW 1/4 of Section 14, Township 7 North, Range 1 East, B.M., Gem County, Idaho, more particularly described as follows:

BEGINNING at the quarter corner common to Sections 14 and 15, T. 7 N., R. 1 E. B.M., marked by a set 5/8" iron pin and aluminum cap monument; thence
South 89°11'00" West, 306.06 feet along the South line of the SE 1/4 of the NE 1/4 of Section 15 to a set 1/2" iron pin P.L.S. 4108; thence
North 00°02'21" East, 1304.01 feet parallel with the West line of the SE 1/4 of the NE 1/4 to a point on the North line of said SE 1/4 of the NE 1/4 marked by a set 1/2" iron pin P.L.S. 4108; thence
North 89°20'57" East, 309.30 feet along the North line of the SE 1/4 of the NE 1/4 to the North 1/16th corner common to Sections 15 and 14 marked by a set 5/8" iron pin 4108; thence
South 88°37'46" East, 567.23 feet along the North line of the SW 1/4 of the NW 1/4 of Section 14 to a set 1/2" iron pin P.L.S. 4108; thence
South 00°10'56" West, 1307.82 feet parallel with the West line of the SW 1/4 of the NW 1/4 to a point on the South line of said SW 1/4 of the NW 1/4 marked by a set 1/2" iron pin P.L.S. 4108; thence
North 88°09'37" West, 567.35 feet along the South line of the SW 1/4 of the NW 1/4 to the REAL POINT OF BEGINNING.

TRACT II

A 60.00 foot wide Ingress, Egress and Utility Easement, the center line of said 60.00 foot wide Easement being more particularly described as follows:

BEGINNING at the quarter corner common to Sections 14 and 15, Township 7 North, Range 1 East, B.M., marked by a set 5/8" iron pin and aluminum cap monument; thence
South 00°10'56" West, 1317.71 feet along the West line of the SW 1/4 of Section 14 to a point on the North right of way line of State Highway 52 and the terminus of said Easement.

The limits of said Easement shall be extended or shortened at all angle points so as to make a continuous and uniform width of access throughout.

187130

FA-5541

(24)

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED M. C. Shelley, Trustee of THE M. C. SHELLEY FAMILY TRUST, DATED OCTOBER 14, 1993 hereinafter referred to as GRANTORS, do hereby grant, bargain, sell, and convey unto Eric Soito and Lois Soito, husband an wife,, hereinafter referred to as ***GRANTEES,*** *whose current address is 1386 Black Canyon Highway, Emmett, Idaho 83617, the following described premises, to-wit:*

Lot 11, Block 1, of SHELLEY ACRES SUBDIVISION, according to the official plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

To ***HAVE AND TO HOLD*** *the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that Grantors are the owners in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantors will warrant and defend the same from all claims whatsoever.*

DATED: April 29, 1996

X. M C Shelley

M. C. Shelley as Trustee of
The M. C. Shelley Family Trust
dated October 14, 1993

STATE OF IDAHO)
County of Gem)

On this 29th day of April, 1996, before me, a Notary Public in and for said State, personally appeared M. C. Shelley as Trustee of The M. C. Sshelley Family Trust dated October 14, 1993, known or identified to me to be the persons whose name is on behalf of the Trust subscribed to the within Instrument, and acknowledged to me that he executed the same as trustee..

DOROTHY SMITH NOTARY

Dorothy Smith

Notary Public for Idaho
Residing at Emmett

GRANTEES, whose current address is 1380 Black Canyon Highway, Emmett, Idaho 83617, the following described premises, to-wit:

(25)

Lot 11, Block 1, of SHELLEY ACRES SUBDIVISION, according to the official plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

To ***HAVE AND TO HOLD*** *the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that Grantors are the owners in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantors will warrant and defend the same from all claims whatsoever.*

DATED: April 29, 1996

X. M C Shelley

M. C. Shelley as Trustee of
The M. C. Shelley Family Trust
dated October 14, 1993

STATE OF IDAHO)
County of Gem)

On this 29th day of April, 1996, before me, a Notary Public in and for said State, personally appeared M. C. Shelley as Trustee of The M. C. Sshelley Family Trust dated October 14, 1993, known or identified to me to be the persons whose name is on behalf of the Trust subscribed to the within Instrument, and acknowledged to me that he executed the same as trustee..

DOROTHY SMITH
NOTARY
- ★ -
PUBLIC
STATE OF IDAHO

Dorothy Smith

Notary Public for Idaho
Residing at Emmett
Commission Expires: 7/13/2000

Gem County, IDAHO) ss
Recorded at request of
First American Title Co
Time 2:59 PM
Date May 2, 1996
Instru. No. 189701
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Judy Eggleston Deputy
Fees $ 3.00

189701

First American Title Company of Idaho

3-19176

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

(26)

Warranty Deed

For Value Received

M.C. SHELLEY, Trustee of the M.C. SHELLEY FAMILY TRUST, dated October 14, 1993

the grantor , do hereby grant, bargain, sell and convey unto

WAYNE L. DeWALT and KIMBERLY K. DeWALT, husband and wife

whose current address is P.O. Box 325, Horseshoe Bend, Idaho 83629

the grantee , the following described premises, in GEM County Idaho, to wit:

Lot 12, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees , their heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT: Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 6, 1996

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

(27)

Lot 12, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances EXCEPT:

Current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 6, 1996

M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM

On this 6th day of September, 1996 before me, a notary public in and for said State, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust dated October 14, 1996

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public

Residing at Emmett, Idaho

Comm. Expires 3-14-99

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 4:25 PM
Date September 6, 1996
Instru. No. 191592
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Judy Lyman Deputy
Fees $ 3.00

Litho 5-2561

Furnished by the ALLIANCE

FA-5433

(28)

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED M.C. Shelley, Trustee of the M.C. Shelley Family Trust, Dated October 14, 1993 hereinafter referred to as GRANTOR, does hereby grant, bargain, sell, and convey unto Doris Bryant, a single person, hereinafter referred to as **GRANTEE**, whose current address is 616 South 96th Avenue, Yakima, Washington 98918, the following described premises, to-wit:

Lot 13, Block 1 of SHELLEY ACRES SUBDIVISION, according to the official plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

To **HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

DATED: September 6, 1996

M.C. Shelley, Trustee
M.C. Shelley Family Trust
Dated October 14, 1993

STATE OF IDAHO)
County of Gem)

On this 6th day of September, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared M.C. Shelley, known or identified to me to be the person whose name is subscribed to the within Instrument individually and as Trustee of the M.C. Shelley Family Trust, and acknowledged to me that he executed the same individually and as such Trustee.

SHIRLEY HOLBROOK NOTARY

Notary Public for Idaho
Residing at Emmett
Commission Expires: 4/19/2000

of Gem County, Idaho.

(29)

To **HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

DATED: September 6, 1996

M.C. Shelley, Trustee
M.C. Shelley Family Trust
Dated October 14, 1993

STATE OF IDAHO)
County of Gem)

On this 6th day of September, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared M.C. Shelley, known or identified to me to be the person whose name is subscribed to the within Instrument individually and as Trustee of the M.C. Shelley Family Trust, and acknowledged to me that he executed the same individually and as such Trustee.

SHIRLEY HOLBROOK NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Emmett
Commission Expires: 4/19/2000

Gem County, IDAHO) ss
Recorded at request of
First American Title Co.
Time 2:48 PM
Date September 10, 1996
Instru. No. 191633
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Judy Eighme Deputy
Fees $ 3.00

191633

First American Title Company of Idaho

(30)

WARRANTY DEED

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

FOR VALUE RECEIVED M.C. SHELLEY, Trustee of the M. C. SHELLEY FAMILY TRUST, dated October 14, 1993

THE GRANTOR , do es hereby grant, bargain, sell and convey unto WALTER HELMICK and COZETTE HELMICK, husband and wife

THE GRANTEE s, whose current address is 2830 So. Boise Ave.
Emmett, Idaho 83617

the following described premises, in **County, Idaho,**
to wit:

Lot 14, Block 1, SHELLEY ACRES SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 22, records of Gem County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever; and the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; are free from all encumbrances EXCEPT: current year taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apperent or of record

and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: April 29, 1996

M.C. Shelley

M.C. Shelley, Trustee of the M.C. Shelley Family Trust, dated October 14, 1993

STATE OF IDAHO, COUNTY OF GEM
On this 29th day of April , 19 96 , before me, a notary public in and for the

(31) 189639

Gem County, IDAHO) ss
Recorded at request of
Alliance Title & Escrow
Time 3:06 PM
Date April 29, 1996
Instru. No. 189639
Recorded as a Deed

Thelma R. Kolodziej, Clerk
Ex-officio Recorder
By: Judy Bigham
Deputy

Fees $ 3.00

888 North Cole Road / Boise, Idaho 83704 / Telephone (208) 377-2700

32

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED CHESTER C. KERSTEIN AND JOANN F. KERSTEIN, CO-TRUSTEES OF THE CHESTER AND JOANN KERSTEIN TRUST UNDER TRUST AGREEMENT DATED JULY 12, 1990

Grantor s , do hereby grant, bargain, sell and convey unto M. C. SHELLEY

the Grantee , whose current address is: 9576 DRAPER ROAD, PAYETTE, ID 83661
the following described real property in GEM County, State of Idaho, more particulary described as follows, to-wit:
SEE ATTACHED EXHIBIT "A" WHICH BY THIS REFERENCE IS INCORPORATED HEREIN AND MADE A PART OF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , and Grantee heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee , the Grantors 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 ; and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated: November 19, 1993

CHESTER C. KERSTEIN, CO-TRUSTEE

JOANNE F. KERSTEIN, CO-TRUSTEE

ACKNOWLEDGMENT - Fiduciary/Official

STATE OF IDAHO, County of ADA, ss.

On this 19TH day of NOVEMBER, in the year of 1993, before me SUSAN BUCH, a notary public.

(33)

EXHIBIT "A" TO WARRANTY DEED DATED 11-19-93, EXECUTED BY CHESTER C. AND JOANN F. KERSTEIN IN FAVOR OF M.C. SHELLEY

The Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter in Section 14, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho.

AND

The Southeast quarter of the Northeast quarter and the North half of the Southeast quarter and the Northeast quarter of the Southwest quarter, less the West 208 feet thereof, in Section 15, township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho.

EXCEPT ditch and road rights of way of Highway 52 along the South boundary of said property.

The records of the Gem County Tax Rolls disclose the above property address as: 9800 North Highway 52, Emmett, Idaho 83617
BH

178293

Gem County IDAHO) ss.
Recorded at request of
First American Title Co.
Time 2:42 PM
Date Nov. 24, 1993
Issiru. No. 178293
Recorded as a Deed

Steven H. Kolodziej, Clerk
Ex-Officio Recorder
By: Judy Bigham
Deputy

10-1201

Inst # 178769

(34)

WARRANTY DEED

RECEIVED

NOV 2 2 1996

WATER RESOURCES
WESTERN REGION

For Value Received

HARVEY N. GATFIELD and SELMAH M. GATFIELD, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

CHESTER C. KERSTEIN and JO ANN F. KERSTEIN, husband and wife,
the grantees, whose current address is Box 127, Star Route, Sweet, Idaho

the following described premises, in Gem County Idaho, to-wit:

The SW¼NW¼, NW¼SW¼, Sec. 14, Twp. 7 N., R. 1 E.,B.M., Gem County, Idaho, and the SE¼NE¼, N½SE¼, and NE¼SW¼, Sec. 15, Twp. 7 N., R. 1 E., B.M., Gem County, Idaho. EXCEPTING THEREFROM the West 208 feet of the NE¼SW¼, Sec. 15, Twp. 7 N., R. 1 E., B.M., Gem County, Idaho.

Including all water and ditch rights appurtenant to or used in connection therewith. Also including all easements and rights of ways appurtenant to or used for the benefit of said described premises. Subject to easements, rights of ways, reservations and patents, or State grants, or any acts authorizing the issuance thereof.

Said property is being conveyed "as is," under existing boundary fences, if any, after reasonable inspection by the grantee, and grantor does not make any representations or warranties as to the qualifications or suitability of said land or premises for water or electrical power or as to said land or improvements meeting any Federal, State or local laws, rules or regulations pertaining to zoning, building, subdividing, platting, surveys, planning and use, health, ecology, drainage, irrigation, water quality, sewage or disposal systems. Seller makes no warranties as to surveys, boundaries or any matter mentioned in this paragraph.

There are no warranties express or implied, as to merchantability, in a general sense or for a particular purpose, except as herein contained in writing, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: March 23, 1978

Harvey N. Gatfield

Selmah M. Gatfield

STATE OF IDAHO, COUNTY OF GEM;
On this 1st day of March/April, 1978, before me, a notary public in and for the said State, per-

STATE OF IDAHO, COUNTY OF GEM
I hereby certify that this instrument was filed for record at the request of First American Title Co.

including all water and ditch rights appurtenant to or
Also including all easements and rights of ways appurtenant to or used for the benefit of said described premises. Subject to easements, rights of ways, reservations and patents, or State grants, or any acts authorizing the issuance thereof. (35)

Said property is being conveyed "as is," under existing boundary fences, if any, after reasonable inspection by the grantee, and grantor does not make any representations or warranties as to the qualifications or suitability of said land or premises for water or electrical power or as to said land or improvements meeting any Federal, State or local laws, rules or regulations pertaining to zoning, building, subdividing, platting, surveys, planning and use, health, ecology, drainage, irrigation, water quality, sewage or disposal systems. Seller makes no warranties as to surveys, boundaries or any matter mentioned in this paragraph.

There are no warranties express or implied, as to merchantability, in a general sense or for a particular purpose, except as herein contained in writing, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s, that they are the owner s in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: March 23, 1978

Harvey N. Gatfield

Selmah M. Gatfield

STATE OF IDAHO, COUNTY OF GEM;
On this 1st day of ~~March~~ April, 1978, before me, a notary public in and for the said State, personally appeared

HARVEY N. GATFIELD and SELMAH M. GATFIELD, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at Emmett, Idaho
Comm. Expires July 20, 1981

STATE OF IDAHO, COUNTY OF GEM
I hereby certify that this instrument was filed for record at the request of First American Title Co.

at 00 minutes past 3 o'clock P.M., this 6th day of January, 1994, in my office, and duly recorded in ~~Book~~ as a Deed ~~of Deeds at Page~~ under Instr. #178769.

Thelma R. Kolodziej
Ex-Officio Recorder

By Judy Bynum Deputy.

Fees $ 3.00
Mail to:

INSTRUMENT No. 178769

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

RECEIVED
JAN 10 1990
Department of Water Resources

Ident. Number: A65-02740
Date Received: 1/10/1990
Receipt No: X999999
Received By: cw

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: HARVEY GATFIELD
   Address: ROUTE 1
   HORSESHOE BEND, ID 83629

   Name: SELMAH GATFIELD
   Address: ROUTE 1
   HORSESHOE BEND, ID 83629

2. Date of Priority: SEP 20, 1963

3. Source: PAYETTE RIVER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07N	01E	15		2	GEM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.840		

7. Total Quantity Appropriated is:
   2.840 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

MICROFILMED
SEP 2 1 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
07N	01E	14	SW	NW		IRR	27.0
			NW	SW		IRR	38.0
						Section Acres	65.0
		15	SE	NE		IRR	28.0
			NE	SW		IRR	39.0
			NE	SE		IRR	39.0
			NW	SE		IRR	39.0
						Section Acres	145.0
						Total Acres	210.0

11. Place of use in counties: GEM

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 1/21/1986

STATE OF IDAHO
Decree Plaintiff

vs

A & C CORP., ET AL.
Decree Defendant

MICROFILMED
SEP 2 1 1992

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
SEP 2 1 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

IDENT. NUMBER: 65-02740
DATE RECEIVED: 1-10-90
RECEIPT NO: X9----9
RECEIVED BY: ____LW____

RECEIVED
JAN 10 1990
Department of Water Resources

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. NAME: HARVEY GATFIELD
ADDRESS: ROUTE 1
OR HORSESHOE BEND, ID 83629

NAME: SELMAH GATFIELD
ADDRESS: ROUTE 1
HORSESHOE BEND, ID 83629

2. DATE OF PRIORITY: SEP 20, 1963

3. SOURCE: PAYETTE RIVER TRIB. TO:

4. POINT OF DIVERSION:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4 OF 1/4	LOT	COUNTY
07N	01E	15		2	GEM

5. DESCRIPTION OF DIVERTING WORKS:

6. WATER IS USED FOR THE FOLLOWING PURPOSES:

PURPOSE	FROM	TO	C.F.S	(OR)	A.F.A.
IRRIGATION	04/01	11/01	2.840		

7. TOTAL QUANTITY APPROPRIATED IS:
2.840 C.F.S. (AND/OR) A.F.A.

8. TOTAL CONSUMPTIVE USE IS ACRE FEET PER ANNUM.

9. NON-IRRIGATION USES:

MICROFILMED
SEP 2 1 1992

10. PLACE OF USE:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4		LOT	USE	ACRES
07N	01E	14	SW	NW		IRR	27.0
			NW	SW		IRR	38.0
					SECTION ACRES		65.0
		15	SE	NE		IRR	28.0
			NE	SW		IRR	39.0
			NE	SE		IRR	39.0
			NW	SE		IRR	39.0
					SECTION ACRES		145.0
					TOTAL ACRES		210.0

11. PLACE OF USE IN COUNTIES: GEM, GEM

12. DO YOU OWN THE PROPERTY LISTED ABOVE AS PLACE OF USE? YES

13. OTHER WATER RIGHTS USED:

14. REMARKS:

15. BASIS OF CLAIM: DECREED
CASE NUMBER:
COURT :
DECREE DATE: 1/21/1986

STATE OF IDAHO
DECREE PLAINTIFF

VS

A & C CORP., ET AL.
DECREE DEFENDANT

MICROFILMED
SEP 2 1 1992

16. SIGNATURE(S)

(A.) BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED, READ AND UNDERSTAND THE FORM ENTITLED "HOW YOU WILL RECEIVE NOTICE IN THE SNAKE RIVER BASIN ADJUDICATION." (B.) I/WE DO ____ DO NOT ____ WISH TO RECEIVE AND PAY A SMALL ANNUAL FEE FOR MONTHLY COPIES OF THE DOCKET SHEET.

NUMBER OF ATTACHMENTS: _____

FOR INDIVIDUALS:

I/WE DO SOLEMNLY SWEAR OR AFFIRM THAT THE STATEMENTS CONTAINED IN THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF CLAIMANT(S): L Harry N Hatfield DATE: Jan 10/1/90

_____ DATE: _____

FOR ORGANIZATIONS:

I DO SOLEMNLY SWEAR OR AFFIRM THAT I AM _____ OF
TITLE
_____, THAT I HAVE SIGNED THE FOREGOING
ORGANIZATION
DOCUMENT IN THE SPACE BELOW AS _____ OF
TITLE
_____ AND THAT THE STATEMENTS CONTAINED IN THE
ORGANIZATION
FOREGOING DOCUMENT ARE TRUE AND CORRECT.

_____
SIGNATURE OF AUTHORIZED AGENT

_____
TITLE AND ORGANIZATION

_____
DATE

STATE OF IDAHO)
) SS.
COUNTY OF Ada)

SUBSCRIBED AND SWORN (OR AFFIRMED) BEFORE ME THIS 10 DAY OF Jan 19 90

Linda Werner
NOTARY PUBLIC

SEAL

RESIDING AT Linda A Werner
Residing at Boise, Idaho

MY COMMISSION EXPIRES My Commission Expires December 4, 1994
DATE: 10/28/89

MICROFILMED
SEP 21 1990

Idaho Dept. of Water Resources

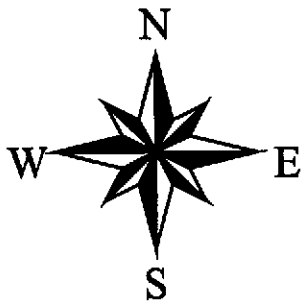
Claim No(s): 65-02740
Claimant(s): Shelley Acres Water Users Assoc
T07N, R01E, S 14, 15
Prepared by: Sue Bock
Date: 1/26/2000

Place of Use

Point of Diversion

Section lines

1/4 1/4 lines



0 1000 2000 Feet

1987 NAPP Photo

STATE OF IDAHO
District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

NOT DELIVERABLE AS ADDRESSED, UNABLE TO FORWARD

RECEIVED
JUL - 3 2002
Department of Water Resources

RECEIVED
JUL 22 2002
WATER RESOURCES
WESTERN REGION

65-2740

NAME AND ADDRESS: SHELLEY ACRES WATER USERS ASSO
C/O RICK RUTH
241 CRANMER
MERIDIAN, ID 83642

2002 JUN 28 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No. 39576	)	
	)	Water Right 65-02740

NAME AND ADDRESS: SHELLEY ACRES WATER USERS ASSO
C/O RICK RUTH
241 CRANMER
MERIDIAN, ID 83642

SOURCE: PAYETTE RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 2.76 CFS

PRIORITY DATE: 09/20/1963

POINT OF DIVERSION: T07N R01E S15 LOT 2 (SWSE) Within Gem County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	04-01 TO 11-01	2.76 CFS

PLACE OF USE: Irrigation

T07N R01E S14	SWNW 27.0	NWSW 38.0
S15	SENE 28.0	NESW 33.0
	NESE 39.0	NWSE 39.0

204.0 Acres Total

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

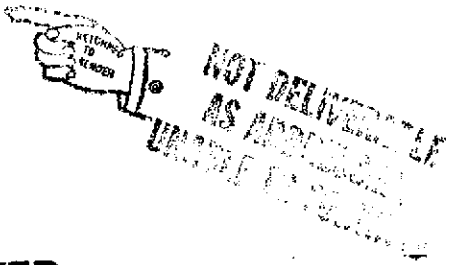
RULE 54(b) CERTIFICATE

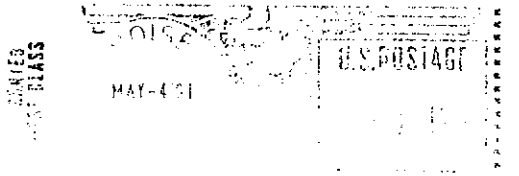
With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

IDAHO DEPARTMENT OF WATER RESOURCES
WESTERN REGION
2735 Airport Way
Boise, Idaho 83705-5082

RETURN SERVICE REQUESTED





Sue

65-2740

RECEIVED
MAY 10 2001
WATER RESOURCES
WESTERN REGION

SHELLEY ACRES WATER USERS
ASSOCIATION
C/O RICK RUTH
241 CRANMER
MERIDIAN, ID 83642

AUTO 83705/5082

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 4, 2001

Dear Basin 65 water user:

This letter is to inform you that you may be eligible to file a stockwater claim with the Idaho Department of Water Resources (IDWR) in connection with the Snake River Basin Adjudication (SRBA). IDWR is sending this letter to water users in Basin 65 who might have relied upon the non-irrigation season stockwater provision in the Payette Adjudication. This provision states:

> "When stockwater is not a specifically mentioned use for a right that includes irrigation, a reasonable flow is implied and included for the watering of livestock during the non-irrigation season."

In another basin, the Idaho Supreme Court struck down general provisions that contained similar language. The non-irrigation season stockwater language quoted above was not included in the General Provisions for Basin 65 because of the Idaho Supreme Court's ruling.

IDWR recognizes that in reliance on the non-irrigation season stockwater language in the Payette Adjudication, water users might not have filed stockwater claims in the SRBA to cover the non-irrigation season period. Individuals who historically watered livestock during the non-irrigation season without a separate stockwater claim might desire to file a new stockwater claim with IDWR.

To be eligible for a new non-irrigation season stockwater claim:

1. You must have actually and historically watered livestock during the non-irrigation season without a separate stockwater right.
2. You must have filed a surface water irrigation claim in both the Payette Adjudication and the SRBA.
3. You must not have filed a stockwater claim with the surface water irrigation claim.

If you meet these three requirements, you may file a Notice of Claim form for stockwater with IDWR. **To have a timely filing you must file this claim with IDWR by May 25, 2001.** IDWR will waive filing fees for these stockwater claims if filed before this deadline. Failure to file your claim in a timely manner may prevent you from claiming it in the future. Notice of Claim forms are available on IDWR's website at www.idwr.state.id.us/info/water/srba/forms.htm or from any IDWR office. Claimants can call IDWR, Western Region at (208) 334-2190 to make an appointment if they need assistance filling out a Notice of Claim form.

Sincerely,

David R. Tuthill, Jr., P.E.
Adjudication Bureau Chief

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

ADDRESS SERVICE
REQUESTED

RECEIVED
MAR 21 2001
WATER RESOURCES
WESTERN REGION

65-03740

Gem Cty Assessor →

Ø all indiv. users + lots.

SHELLEY ACRES WATER USERS
ASSOCIATION
C/O RICK RUTH
4997 N MORNINGGALE DR
EAGLE ID 83616

03/09/2001

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 13, 2001

Water right number: 65-2740

SHELLEY ACRES WATER USERS ASSOCIATION
C/O RICK RUTH
241 CRANMER
MERIDIAN ID 83642
Telephone Number: (208)888-4453

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

____ **I AGREE with this proposed recommendation: no changes need to be made.**

DATE: _____ **SIGNATURE:** _____

Please print your name: _____

IDWR Regional Office, 2735 Airport Way, Boise, ID 83705, (208) 334-2190

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-2740

NAME AND ADDRESS: SHELLEY ACRES WATER USERS ASSOCIATION
C/O RICK RUTH
241 CRANMER
MERIDIAN ID 83642

SOURCE: PAYETTE RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 2.760 CFS

PRIORITY DATE: 09/20/1963

POINT OF DIVERSION:

T07N R01E S15 SWSE Lot 2 Within GEM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	4/01 11/01	2.760 CFS

PLACE OF USE:

IRRIGATION Within GEM County

T07N R01E S14	SWNW	27.0	T07N R01E S14	NWSW	38.0
T07N R01E S15	SENE	28.0	T07N R01E S15	NESW	33.0
T07N R01E S15	NESE	39.0	T07N R01E S15	NWSE	39.0

204 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

PROPERTY IS ALSO KNOWN AS LOTS 1-14, SHELLY ACRES SUB.

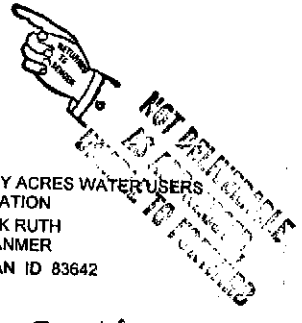
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

ADDRESS SERVICE
REQUESTED

MAR 13'01 ID
CO FROM ZIP 7032858
$0.76 U.S. POSTAGE

VAA
3/14/01

RECEIVED
MAR 16 2001
WATER RESOURCES
WESTERN REGION



SHELLEY ACRES WATER USERS
ASSOCIATION
C/O RICK RUTH
241 CRANMER
MERIDIAN ID 83642

65-02740

Sent again
3-16-01

Rick Ruth
4997 N Morninggale Dr.
Eagle 83616

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	SHELLEY ACRES WATER USERS ASSOCIATION C/O RICK RUTH 241 CRANMER MERIDIAN ID 83642 (208) 888-4453	09/20/1963	IRRIGATION	04-01	11-01	2.760 CFS	
				TOTAL DIVERSION:		2.760 CFS	

Water Source: PAYETTE RIVER Tributary to: SNAKE RIVER Stage: DECREED

Point(s) of Diversion: T07N R01E S15 Lot02(SWSE) GEM County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
07N	01E	14						27				38							65.0
07N	01E	15				28					33				39	39			139.0
																TOTAL ACRES			204.0

POU County: GEM

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 65 Field Inspection Flag:
Presumption Flag:

Comments: Date: 01/26/2000 User-ID: SBOCK Subject: COPIED FROM REMARKS
OWNERSHIP CHANGED 11/25/1996 BY KW.
PROPERTY ALSO KNOWN AS LOTS 1-14, SHELLEY ACRES SUBDIVISION.

Date: 01/26/2000 User-ID: SBOCK Subject: ACRES AND DIVERSION
WHEN THIS PROPERTY WAS SOLD, MR. GATFIELD KEPT 6 ACRES IN S15
THE NESW. HE WAS ISSUED LICENSE 65-12170 FOR THE 6 ACRES FROM
G.W. THE EXAM SHOWED NO OTHER WATER USED ON PROPERTY AND
MR. GATFILED CLAIMS HE USES NO OTHER WATER. SHELLY ACRES HAS
NEVER FILED A TRANSFER FOR THESE 6 ACRES OF LAND SO I AM

Comments: Date: 01/26/2000 User-ID: SBOCK Subject: ACRES AND DIVERSION
REDUCING THE ACREAGE FROM 210 TO 204 AND THE DIV. RATE TO 2.76
CFS. THE 6 ACRES HAVE NOT BEEN IRRIGATED FROM THIS RIGHT
SINCE GATFIELD SOLD TO KERSTEIN ON 4/1/78. BECAUSE FORFEITURE
IS LESS THAN 5%, NO NEED TO ADD THIS TO REMARKS.

Audit: 01/26/00 SBOCK

CLAIM NUMBER: A65-02740

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	SHELLEY ACRES WATER USERS ASSOCIATION	09/20/1963	IRRIGATION	04-01	11-01	~~2.840~~ CFS	2.76
					TOTAL DIVERSION:	2.~~840~~ CFS	2.76

Water Source: PAYETTE RIVER Tributary to: Snake River Stage: DECREED

Point(s) of Diversion: T07N R01E S15 Lot02( ) SWSE GEM County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
07N	01E	14							27			38							65.0
07N	01E	15				28					~~32~~ 33				39	39			145.0
																TOTAL ACRES			~~210.0~~ 204

POU County: GEM

Remarks: GEN OWNERSHIP CHANGED 11/25/1996 BY KW. Comm.
PROPERTY ALSO KNOWN AS LOTS 1-14, SHELLEY ACRES SUBDIVISION.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 65 Field Inspection Flag:
Presumption Flag:

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	HARVEY GATFIELD	09/20/1963	IRRIGATION	04/01	11/01	2.840 CFS	
C	SELMAH GATFIELD						
	ROUTE 1			TOTAL DIVERSION:		2.840 CFS	
	HORSESHOE BEND ID 83629						

Water Source: PAYETTE RIVER Tributary to: Stage: DECREED

Point(s) of Diversion: T07N R01E S15 Lot 02( ) GEM County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
07N	01E	14							27			38							65.0
07N	01E	15				28					39				39	39			145.0
																TOTAL ACRES			210.0

Pou County: GEM

Dates: App. Received: Priority Date: 09/20/1963
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: 65 Field Exam Fee:

GENERAL INFORMATION

CLAIM NUMBER: A65-02740

LAST: GATFIELD FIRST: HARVEY
ADDRESS: ROUTE 1
CITY: HORSESHOE BEND STATE: ID ZIP: 83629
PHONE NUMBER: 208-000-0000

OWNER CODE: O

LAST: GATFIELD FIRST: SELMAH
ADDRESS: ROUTE 1
CITY: HORSESHOE BEND STATE: ID ZIP: 83629
PHONE NUMBER: 208-000-0000

OWNER CODE: O

LAST: SHELLEY ACRES WATER USERS ASSOCIATION FIRST:
ADDRESS: C/O RICK RUTH
241 CRANMER
CITY: MERIDIAN STATE: ID ZIP: 83642
PHONE NUMBER: 208-888-4453

OWNER CODE: C

	DATABASE	FIELD EXAMINER
FIELD EXAM REQUIRED?		
VERIFICATION REQUIRED DUE TO REMARKS?	Y	Y(___) N(___)

CLAIM REMARKS: GEN OWNERSHIP CHANGED 11/25/1996 BY KW.
PROPERTY ALSO KNOWN AS LOTS 1-14, SHELLEY ACRES SUBDIVISION.

CONTACT PERSON: _____ PHONE NUMBER: (___) ___-____

DATE OF FIELD EXAM: __/__/__ APPOINTMENT MADE: Y(___) N(___) TIME: ___:___ A(___) P(___)

ACCOMPANIED BY:_____ PHONE NUMBER: (___) ___-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

A. AJ CLAIM: # A65-02740 PRIORITY DATE: 09-20-1963 STAGE: D

B. WR RECORD: # 65-02740 PRIORITY DATE: 09-20-1963 STAGE: D

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE? Y(X) N(__)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE? Y(__) N(X)

E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE? (IF YES, DESCRIBE BELOW) Y(__) N(X)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED	N/A(X)	Y(__)	N(__)
FIELD EXAM COMPLETED	N/A(X)	Y(__)	N(__)
FIELD EXAM SENT TO STATE OFFICE	N/A(X)	Y(__)	N(__)
LICENSE ISSUED	N/A(X)	Y(__)	N(__)

* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT, USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE OF THE PRIORITY DATE REQUIRED? N/A(X) Y(__) N(__)

* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED, INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY? Y(X) N(__)

NOTES: _____

RECOMMENDED PRIORITY DATE:

09-20-1963

REVIEWED BY SB DATE 1/26/00

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A65-02740	07N	01E	15				2		GEM		

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX: NONE R PREFIX: NONE

WR RECORDS IN SAME 40 ACRE TRACT: NONE

SOURCE: PAYETTE RIVER TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
65-02740	07N	01E	15				2		GEM		

OTHER WR RECORDS WITH SAME WR POD: NONE

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX: NONE R PREFIX: NONE

SOURCE: PAYETTE RIVER TRIB:

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A(___) Y(X) N(___)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A(___) Y(X) N(___)

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y(___) N(X)

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(___) Y(X) N(___)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y(X) N(___)

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y(___) N(X)

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM _____) Y(___) N(___)

AJ FIELD EXAM (DATE OF FIELD EXAM _____ NAME OF EXAMINER _____) Y(___) N(___)

OTHER (DESCRIBE IN NOTES BELOW)

123
CLAIM NUMBER: A65-02740

NOTES: _____

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED (___)

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NBR
07N	01E	15		SW	SE	2		GEM		

SOURCE: PAYETTE RIVER TRIB: Snake R

REVIEWED BY: 1/26/00 DATE: SB

SYSTEM DESCRIPTION: DESCRIBED BELOW (___), SEE LICENSE FILE (___), OR SEE ATTACHMENT (___)

A. ROOT WATER RIGHT NUMBERS: A65-02740

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES		WR #/ACRES		LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
07N	01E	14	SW	NW		SHELLEY ACRES WATER USERS ASSO	A65-02740	/ 27.0	65-02740	/ 27.0	24.0		27
07N	01E	14	NW	SW		SHELLEY ACRES WATER USERS ASSO	A65-02740	/ 38.0	65-02740	/ 38.0	13.0		38
07N	01E	15	SE	NE		SHELLEY ACRES WATER USERS ASSO	A65-02740	/ 28.0	65-02740	/ 28.0	33.0		28
07N	01E	15	NE	SW		SHELLEY ACRES WATER USERS ASSO	A65-02740	/ 39.0	65-02740	/ 39.0	41.0		39-6 (33)
			NE	SW		GATFIELD, HARVEY	A65-12170	/ 6.0	65-12170	/ 6.0			
07N	01E	15	NE	SE		SHELLEY ACRES WATER USERS ASSO	A65-02740	/ 39.0	65-02740	/ 39.0	26.0		39
07N	01E	15	NW	SE		SHELLEY ACRES WATER USERS ASSO	A65-02740	/ 39.0	65-02740	/ 39.0	37.0		39
			NW	SE		BLANDFORD, THOMAS G	A65-00144	/	65-00144	/			
			NW	SE		BLANDFORD, THOMAS G	65-00144	/	-	/			

ADDITIONAL POU FOUND

TOTAL ACRES	A65-02740	210.00	210.00	174.00	204

POU COUNTY: GEM

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED? Y(___) N(___)

* IF YES, ARE THESE TRACTS LISTED ABOVE (___), OR ARE THEY LISTED ON AN ATTACHED SHEET (___)

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A65-02740	PAYETTE RIVER	SHELLEY ACRES WATER USERS ASSO	2.840	0.013		
A65-12170	GROUNDWATER	GATFIELD, HARVEY	0.160	0.026	28.20	4.70

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A65-00144	DOMESTIC	BLANDFORD, THOMAS G	FROM 01-01 TO 12-31	0.040 CFS	1.20 AF/A
65-00144	DOMESTIC	BLANDFORD, THOMAS G	FROM 01-01 TO 12-31	0.040 CFS	1.20 AF/A

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE? Y(___) N(X)

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM:

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(___) Y(X) N(___)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS? N/A(___) Y(X) N(___)

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM? Y(___) N(X)

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT? Y(X) N(___)

CHECK DOCUMENTS USED TO VERIFY POU: ( ) ORTHOPHOTOQUAD, IDWR NO. _____; ( ) TOPOGRAPHIC QUAD, IDWR NO. _____;

( ) NAPP, IDWR NO. _____; ( ) ASCS PHOTO; ( ) OTHER _____

NOTES: When Garfield sold he retained 10 acres on the NESW Sec 15 (the Western most edge) He uses only well water for his 10 acres. Still, acres never transferred the water therefor it has had non use Dena Garfield sold to Kersten on April 1, 1978. Received right 65-12170 after stress during field exam that no other water was used on the 10 acres.

RECOMMENDATIONS:

TOTAL ACRES: 204 N/A(__)

REVIEWED BY: SB DATE: 1/26/00

PURPOSE OF USE, PERIOD OF USE, DIVERSION RATE AND DIVERSION VOLUME REVIEW SHEET CLAIM NUMBER: A65-02740

A. AJ CLAIMED USES:

	PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A65-02740	IRRIGATION	FROM 04-01 TO 11-01	2.840 CFS	
		TOTAL DIVERSION RATE/VOLUME	2.840 CFS	

B. WR RECORDED USES:

	PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
65-02740	IRRIGATION	FROM 04-01 TO 11-01	2.840 CFS	
		TOTAL DIVERSION RATE/VOLUME	2.840 CFS	

C. DOES THE CLAIMED PURPOSE OF USE CORRECTLY DESCRIBE THE WATER USE? Y(X) N(__)

D. IS THE CLAIMED PURPOSE OF USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(__) Y(X) N(__)

* IF NO, AND IF THE ACTUAL WATER USE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN PURPOSE OF USE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

E. SHOULD THE CLAIMED PURPOSE OF USE BE VERIFIED BY FIELD EXAM? Y(__) N(X)

F. DOES THE CLAIMED PERIOD OF USE CONFORM TO IDWR STANDARDS? Y(X) N(__)

G. SHOULD THE PERIOD OF USE BE RECOMMENDED TO IDWR STANDARDS? Y(X) N(__)

* IF THE RECOMMENDED PERIOD OF USE IS DIFFERENT THAN IDWR STANDARDS, EXPLAIN IN NOTES BELOW.

H. IS THE CLAIMED DIVERSION RATE FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(__) Y(X) N(__)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION RATE FOR EACH USE WAS DETERMINED.

I. SHOULD THE CLAIMED DIVERSION RATE FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A(__) Y(__) N(X)

J. IS THE CLAIMED DIVERSION VOLUME FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(X) Y(__) N(__)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION VOLUME FOR EACH USE WAS DETERMINED.

K. SHOULD THE CLAIMED DIVERSION VOLUME FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A(X) Y(__) N(__)

NOTES: 210 acres ÷ 2.84 cfs = 0.0135 per acre
60 acres x 0.0135 = 0.8 cfs

2.84
- .08
2.76 cfs

AJ CLAIM TOTAL DIVERSION RATE: 2.840 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 2.840 CFS

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(___) Y(X) N(___)

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE? N/A(___) Y(X) N(___)

* ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.

C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE? Y(X) N(___)

* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM? Y(___) N(X)

E. FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 204 x 0.02 CFS/ACRE = 2.76 CFS
(Taken from pou review)

1b. CALCULATIONS

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED? Y(___) N(___)

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y(___) N(___)

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = AF/A

ACRES _____ x CONSUMPTIVE VOL. AF/A FOR AREA _____ =

TOTAL CONSUMPTIVE USE _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION: SEE BELOW (___) OR SEE ATTACHMENT (___)

130
CLAIM NUMBER: A65-02740

NOTES: Not more than 5% Forfeited so no remark required

WR RECORD CONDITIONS/REMARKS:

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED (___)

REC. PURPOSE OF USE	REC. PERIOD FROM	TO	REC. DIV RATE CFS DATABASE	EXAMINER	REC. DIV VOL. AF/A DATABASE	EXAMINER	REC. CONS. USE DATABASE	EXAMINER
IRRIGATION	04-01	11-01	2.840				0.0	
TOTAL FOR THIS RIGHT			2.840				0.0	

NON-IRRIGATION USES CLAIMED:

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED (___)

REVIEWED BY: _____ DATE: _____

FLAG: ____

STANDARD CONDITIONS (CODE):

STANDARD REMARKS (CODE):

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	( )	( )
FORFEIT/ABANDON _____	( )	( )
ADDITIONAL DIV. AMOUNT _____	( )	( )

B. *SPLIT WATER RIGHT REVIEW*

ROOT WATER RIGHT NUMBER: 65-02740

	DATABASE	EXAMINER	
TOTAL DIVERSION RATE OF WR SPLITS	2.840	_____	CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A65-02740	2.840	-		65-02740	2.840
	TOTAL CFS	2.840				2.840

DIVERSION RATE REVIEW

	DATABASE	FIELD EXAMINER
DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)	Y	Y(___) N(___)
IF NO, IS THE WRITTEN REVIEW DESCRIBED BELOW (___) OR SEE ATTACHMENT (___)?		

NOTES:

AUTHENTICATION:

SIGNATURE: _____ DATE: _____

NAME OF FIELD EXAMINER: _____ TITLE: _____

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)	IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION		COPY INCLUDED IN FILE?
( ) ORTHOPHOTOQUAD	DATE OF PHOTO	IDWR ID NO.	Y(___) N(___)
( ) TOPOGRAPHIC	DATE FIELD CHECKED	IDWR ID NO.	Y(___) N(___)
( ) NAPP	DATE OF PHOTO	IDWR ID NO.	Y(___) N(___)
( ) ASCS AERIAL PHOTO	DATE OF PHOTO		Y(___) N(___)
( ) ASCS COLOR SLIDE	DATE OF PHOTO		Y(___) N(___)
( ) BLM OR USFS AERIAL PHOTO	DATE OF PHOTO		Y(___) N(___)
( ) TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY		Y(___) N(___)
( ) SCS SOIL SURVEY MAP	DATE ISSUED		Y(___) N(___)
( ) SUBDIVISION PLAT MAP	DATE OF MAP		Y(___) N(___)
(X) OTHER GIS Map	DATE 1/26/00		Y(X) N(___)
( ) OTHER	DATE		Y(___) N(___)
( ) OTHER	DATE		Y(___) N(___)

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION		NO. OF PAGES	NOTES
( ) LICENSING FIELD EXAM	DATE OF FIELD EXAM			
( ) WATER RIGHT LICENSE	DATE LICENSE SIGNED			
( ) IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED			
( ) SYSTEM DESCRIPTION	DATE DRAWN			
( ) PHOTOGRAPHS	DATE(S) PHOTOS TAKEN			
( ) SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED			
( ) HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED			
( ) CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED			
( ) FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED			
( ) OTHER	DATE			
( ) OTHER	DATE			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:05
12/11/99

134

QUICKLOOK INFORMATION

CLAIM NUMBER: A65-02740

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	ELEMENT DOCUMENTED WHOM/DATE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE				N		1-2000		
POINT OF DIV				N				
SOURCE				N				
PLACE OF USE	Y			Y				
DIV. AMOUNT CFS/VOLUME				Y				
CONSUMPTIVE USE	-			N/A				
PURPOSES OF USE				N				
PERIOD OF USE				N				
BASIS OF CLAIM				N				
REMARKS	Y			N				

BARCODE UPDATED
WHOM/DATE

Idaho Dept. of Water Resources

Claim No(s): 65-02740
Claimant(s): Shelley Acres Water Users Assoc
T07N, R01E, S 14, 15
Prepared by: Sue Bock
Date: 1/26/2000

Place of Use

Point of Diversion

Section lines

1/4 1/4 lines

N
W E
S

0 1000 2000 Feet

1987 NAPP Photo

MEMORANDUM

December 9, 1996

TO: FILE A65-02740

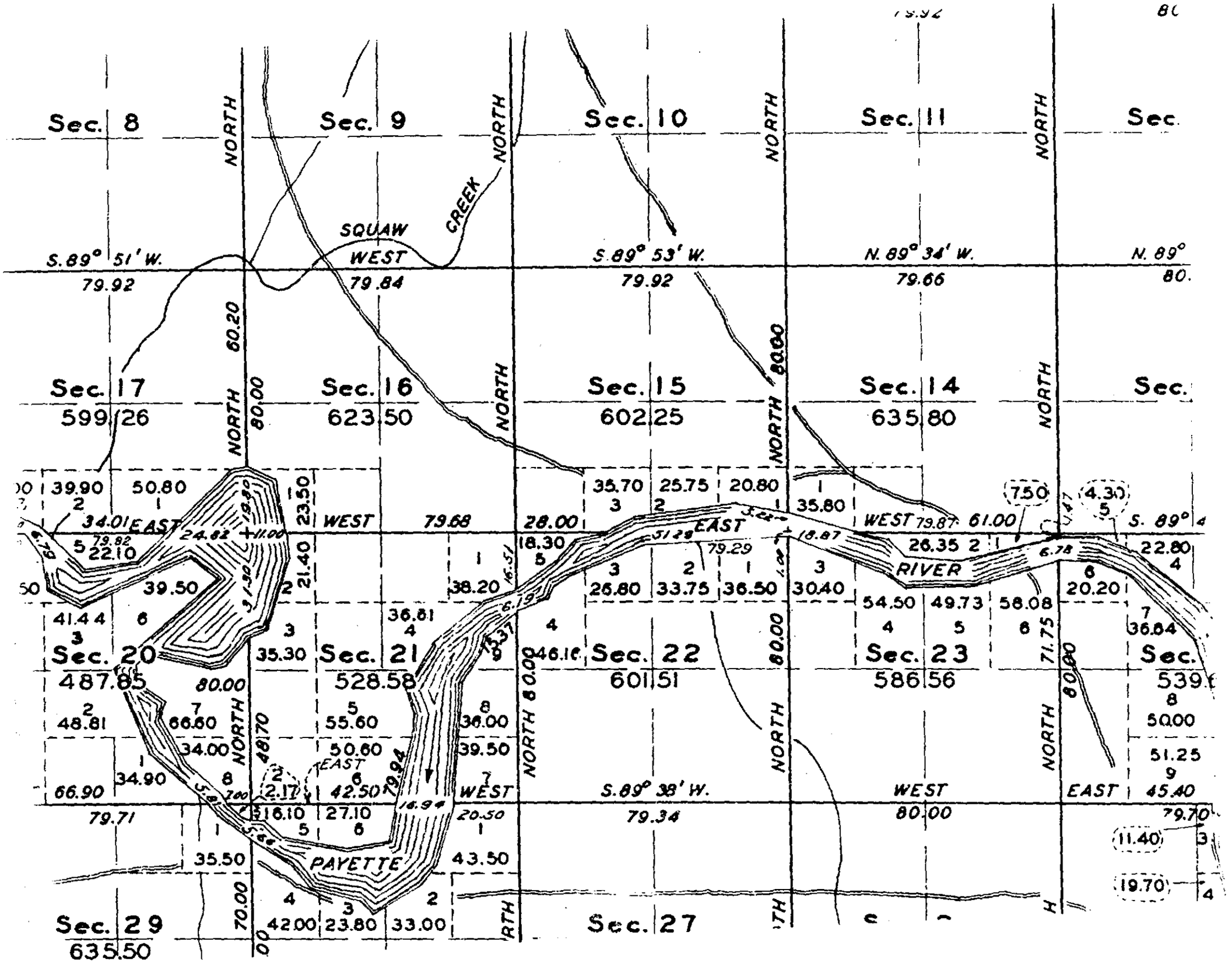
FROM: KAY WALKER KW

RE: LETTER SENT 11/26/96

****
****

Mr. Rick Ruth called me this morning in regard to my letter. He said that he would check with the realtor that told him there was no water sold with Lot 1, of Shelley Acres. He has no problem with that lot receiving water, it was just what he was told.

He also stated that the well under A65-12170 is still owned and used by Mr. Gatfield. This is the well mentioned in my letter that is used for irrigation of 6 acres and a domestic use. The other well, A65-00144, for domestic purposes, is now owned and used by Lot 5 of Shelley Acres; owner is Tom Blandford. Mr. Ruth will give an ownership change form to Mr. Blandford for completion.


Sec. 8
Sec. 9
Sec. 10
Sec. 11
Sec.
Sec. 17
599.26
Sec. 16
623.50
Sec. 15
602.25
Sec. 14
635.80
Sec.
Sec. 20
487.85
Sec. 21
528.58
Sec. 22
601.51
Sec. 23
586.56
Sec.
539.
Sec. 29
635.50
Sec. 27
SQUAW CREEK
WEST
RIVER
PAYETTE
EAST
NORTH
S. 89° 51' W.
79.92
S. 89° 53' W.
79.92
N. 89° 34' W.
79.66
N. 89°
80.
79.84
79.68
79.87
S. 89° 38' W.
79.34
79.71
80.00
60.20
80.00
80.00
80.00
71.75
48.70
70.00
39.90
50.80
34.01
22.10
39.50
41.44
48.81
66.60
34.00
34.90
66.90
35.50
42.00
23.80
33.00
35.30
55.60
50.60
42.50
27.10
36.81
38.20
35.70
25.75
20.80
26.80
33.75
36.50
35.80
30.40
54.50
49.73
58.08
26.35
22.80
20.20
36.84
46.10
36.00
39.50
20.50
43.50
50.00
51.25
45.40
79.70
11.40
19.70
7.50
4.30
61.00
18.87
6.78
6.19
16.94
79.94
2.17
16.10
5.66
5.81
7.00
24.82
+11.00
19.90
23.50
21.40
16.51
3.24
1.24
5.31
79.29
79.82

State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 26, 1996

RE: Notice of Claim to Water Right No. A65-02740

SHELLEY ACRES WATER USERS ASSOCIATION
c/o Rick Ruth, Member
241 Cranmer
Meridian, ID 83642

Dear Claimants:

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the lands and appurtenant water right covered under the original filing. Please be advised that I requested and received a copy of the deed for Lot 1, which you stated had been sold without any water rights. The deed for Lot 1 did not mention withholding of water rights so this lot was also included in the remark I added to page 2 of this claim. If you have further documentation to show that this lot does not receive water, please submit it to my attention at your earliest convenience.

While reviewing the place of use under this claim for any other water rights, I found there are 2 wells that have been claimed in the SRBA (Snake River Basin Adjudication). Whoever uses the water from these wells should file a Notice of Change of Water Right Ownership with us so we can notify the correct parties when we prepare our recommendations for the Court. Enclosed, for their convenience, are 2 forms for the current well owners to use. I have also included profile reports of these claims which identify the location and uses of these rights. As shown on the profile reports, one of these wells was used for the irrigation of 6 acres and one home. The second claim is for just one home which may have been the original home owned by the Gatfields.

The Department will contact you in the future concerning any other requirements that may be needed in order to process this claim for final court decree. Please keep the Department informed of any changes in the association's mailing address so we can forward any correspondence in regard to this claim to the correct party.

If you have any questions regarding this claim, or the claims on the wells I found, please do not hesitate to contact me.

Sincerely,

Kay Walker

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

Enclosures

sent profile reports of A65-12170 & A65-00144. KW

Recorded 1-3-96
Inst # 189262

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

BYLAWS
OF
SHELLEY ACRES HOMEOWNERS' ASSOCIATION

ARTICLE 1
PLANNED COMMUNITY PLAN OF LOT OWNERSHIP; DEFINITIONS

1.1. Lot Ownership. Lots 1 through 14 and the common property of Shelley Acres, in the County of Gem, State of Idaho.

1.2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Property, the Shelley Acres Homeowners' Association ("Association") and the entire management structure thereof.

1.3. Personal Application. All present or future Owners, tenants, occupants, future tenants or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws.

1.4. Definitions. The terms herein shall have the same meaning as set forth in Article 1 of the Declaration of Covenants and Restrictions.

The acquisition, occupancy or rental of any of the Lots of the Project or the mere act of occupancy of any said Lots will constitute acceptance and ratification of these Bylaws and agreement to comply with all the provisions hereof.

ARTICLE 2
ASSOCIATION MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1. Membership in the Association. Upon recordation of a conveyance or contract to convey a Lot, the grantee or purchaser named in such conveyance or contract shall automatically be a member of the Association, and shall remain a member of said Association until such time as such person's ownership ceases for any reason. For all purposes of the Declaration and the administration of the property, Lot ownership shall be determined from the records maintained by the Association. The record shall be established by the Owner filing with the Association a copy of the deed to or land sale contract for his or her Lot, to which shall be affixed the certificate of the recording officer of the County of Gem, Idaho, showing the date and place of recording of such deed or contract. No person shall be recognized as an Owner unless a copy of the deed or contract has been filed with the Association as provided above showing him or her to be the current Owner or contract purchaser of a Lot. Notwithstanding the foregoing, the Declarant shall be the Owner of all previously unsold Lots, although no deed or land sale contract, with respect to such Lots, has been filed with the Association.

2.2. Voting Rights. The Association shall have two (2) classes of voting members:

2.2.1 Class A. Class A members shall be all Owners of Lots other than the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

2.2.2 Class B. The Class B member shall be the Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. Provided, however, that all Class B memberships shall cease upon the earlier of a date five (5) years from the recording of the Declaration or the conveyance by the Declarant of Lots representing seventy-five percent (75%) of the total number of votes ("Termination Date"). Thereafter, each Owner (including, without limitation, the Declarant) shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots annexed to the Property and subject to these Bylaws.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Termination Date and thereafter shall be equal to the total number of Lots annexed to the Property and subjected to these Bylaws as of the Termination Date.

2.3. Majority of Owners. As used in these Bylaws, the term "Majority" shall mean those Owners holding over fifty percent (50%) of the voting rights allocated to the Owners in accordance with the Declaration and Section 2.2 above. "Majority of Owners present" shall mean Owners holding over fifty percent (50%) of the votes present at any legal meeting.

2.4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners holding forty percent (40%) or more of the outstanding votes in the Association, as defined in Section 2.2, shall constitute a quorum. Owners present at any legal meeting. A legal meeting is one duly called pursuant to these Bylaws where a quorum is present in person or by proxy at a formal gathering, or if a vote is taken by written ballots, when ballots are returned representing more than forty percent (40%) of the vote.

2.5. Place of Meetings. Formal meetings of the Association shall be held at the principal office of the Project or such other suitable place convenient to the Owners as may be designated by the Board of Directors. Any vote taken by written ballot shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for return of ballots. Each Owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned, within ten (10) days after the ballots have been counted.

2.6. Turnover Meeting. The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the Class A members within one hundred twenty (120) days of the earlier of:

(a) A date five (5) years from the date this Declaration is recorded; or

(b) The date that Lots representing seventy-five percent (75%) of the total number of votes have been conveyed to persons other than the Declarant.

The Declarant shall give notice of the meeting to each Owner

as provided in the Bylaws. If the Declarant does not call the meeting required under this section, any Owner may do so.

At the turnover meeting the Declarant shall relinquish control of the administration of the Association and the Owners shall assume such control and the Owners shall elect a board of directors in accordance with the provisions of Article 3 of these Bylaws.

2.7. Transitional Advisory Committee. The Declarant shall form a Transitional Advisory Committee to provide for the transition of administrative control of the Association from the Declarant to the Class A members. Not later than the sixtieth (60th) day after the Declarant has conveyed Lots representing seventy-five percent (75%) of all votes in the Project, the Declarant shall call a meeting of Owners for the purpose of selecting a Transitional Advisory Committee. The committee shall consist of three (3) members. The Class A members shall, by majority vote, elect two (2) members, and the Declarant shall elect one (1) member. The committee shall have reasonable access to such information and documents as the Declarant is required by law to make available. If the Declarant fails to call the meeting required under this section, any Owner may do so.

The function of the transitional committee shall be to facilitate transition from control of the administration of the Association by the Declarant to control by the Owners.

The Declarant shall give notice of the meeting required under this Section 2.7 to each Owner at least seven (7), but not more than fifty (50) days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held. If such meeting is not called by the Declarant within the time specified, the meeting may be called and notice given by a Owner. If the Owners, other than the Declarant, do not select members for the committee under this Section 2.7, the Declarant shall have no further responsibility to form the committee.

2.8. Annual Meetings. The first annual meeting of the Association shall be held in the calendar year following the calendar year in which the turnover meeting is held and shall be set by action of the Board of Directors. The date for this meeting, at the discretion of the Board of Directors, may be changed from time to time, but must be held annually under the rules and regulations as set out in the Bylaws. At such meetings, new members of the Board of Directors shall be elected by the Owners in accordance with the requirements of Section 3.9 of these Bylaws, to replace those directors whose terms have expired. The Owners may also transact such other business of the Association as may properly come before them.

2.9. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by twenty-five percent (25%) or more of the Owners having been presented to the Secretary. All meetings called because of petition of Owners shall be held at a formal gathering and not by ballot, and shall be held within sixty (60) days after receipt of the petition. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a

special meeting except as stated in the notice unless by consent of all the Owners of the Lots or as otherwise set out in these Bylaws.

2.10. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual, special or meeting by ballot, stating the purpose thereof and the time and place where it is to be held, to each Owner of record at least seven (7) but not more than fifty (50) days prior to such meeting or the date when ballots for a ballot meeting are required to be returned. The mailing shall be to the Owner's address last given the Secretary in writing by the Owner or his or her vendee. If Lot ownership is split or the Lot has been sold on a contract, notice shall be sent to a single address of which the Secretary has been notified in writing by such parties. If no address has been given the Secretary in writing, then mailing to the Project Lot address shall be sufficient. The mailing of a notice in the manner provided in this Section shall be considered notice legally served.

2.11. Adjourned Meetings. If any gathering of Owners is not a legal meeting because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more then ten (10) days from the time the original meeting was called. The adjournment provisions of this Section do not apply to meetings by ballot.

2.12. Order of Business. The order of business at all meetings shall be as follows:

(a) Roll call.
(b) Proof of Notice of meeting or waiver of notice.
(c) Reading of minutes of the preceding meeting.
(d) Reports of officers.
(e) Reports of committees.
(f) Election of inspectors of election.
(g) Election of directors.
(h) Unfinished business.
(i) New business.

ARTICLE 3
BOARD OF DIRECTORS

3.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom must be an Owner or the co-owner of a Lot. An officer or employee of a corporation, or the trustee of a trust, or personal representative of an estate, or an employee of the trust or estate may serve on the Board of Directors, if the corporation, trust or estate owns a Lot.

3.2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners.

3.3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall have authority to carry out and be responsible for the following matters:

3.3.1 Care, upkeep and supervision of the Common Property.

3.3.2 Establishment and maintenance of replacement reserve accounts and other reserves which are required to be maintained by the Declaration or these Bylaws and such other reserve accounts as are permitted by these Bylaws.

3.3.3 Designation and collection of assessments from the Owners, in accordance with these Bylaws and the Declaration.

3.3.4 Establishment of a budget and payment of all common expenses of the Association and institution and maintenance of a voucher system for such payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds.

3.3.5 Obtaining and maintaining insurance policies and payment of premiums therefor out of the common expense funds in respect to both the Common Property as more specifically provided in Article 7 of these Bylaws.

3.3.6 Designation and dismissal of the personnel necessary for the maintenance and operation of the Project.

3.3.7 Causing the preparation and distribution of annual financial statements of the Association to each of the Owners as more specifically provided in section 3.6.

3.3.8 Adoption and amendment of administrative rules and regulations governing the details of operation and use of the Common Property. Provided, however, any such rules or regulations shall always be subject to rescission or amendment by the Association upon majority vote of Owners present at any properly called meeting.

3.3.9 To maintain copies suitable for duplication of the following: Declaration, Bylaws, Association rules and regulations and any amendments thereto, the most recent annual financial statement and the current operating budget of the Association.

3.4. Limited Authority. The Board of Directors shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the owners other than the Declarant:

3.4.1 Entering into a contract with a third party wherein the third person will furnish goods or services for the common area or the Association for a term longer than one year with the following exceptions:

(a) Management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration.

(b) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(c) Prepaid casualty and/or liability insurance policies of not to exceed three years duration provided that the policy permits short rate cancellation by the insured.

(d) Lease agreements for equipment of not to exceed five years duration provided that the lessor under the agreement is not an entity in which the Declarant has a direct or indirect ownership

interest of ten percent (10%) or more.

3.4.2 Incurring aggregate expenditures for capital improvements to the common area of any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

3.4.3 Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

3.4.4 Paying compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board of Directors may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

3.5 Income Tax Returns; Determination of Fiscal Year.

3.5.1 The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

3.5.2 The Board of Directors, in its sole discretion, shall determine the manner in which all necessary income tax returns are filed and of selecting any and all persons to prepare such tax returns.

3.6 Budgets and Financial Statements.

3.6.1 The following financial and related information shall be regularly prepared and distributed by the Board of Directors to all members of the Association:

(a) A pro forma operating budget for the immediately ensuing fiscal year consisting of at least the following information shall be distributed not less than 45 days and not more than 60 days prior to the beginning of the fiscal year.

(1) Estimated revenue and expense on an accrual basis.

(2) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies.

(3) An estimate of the current replacement costs of, and the estimated remaining life of, and the methods of funding used to defray the future repair, replacement or additions to, those major components of the common property which the Association is obligated to maintain.

(4) A general statement setting forth the procedures used by the governing body in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the common property for which the Association is responsible.

(b) A balance sheet as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of an interest in the Project and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the subdivision interest and the name

of the entity assessed.

(c) A report consisting of the following shall be distributed within 120 days after the close of the fiscal year.

(1) A balance sheet as of the end of the fiscal year.

(2) An operating (income) statement for the fiscal year.

(3) A statement of changes in financial position for the fiscal year.

(4) For any fiscal year in which the gross income to the Association exceeds $75,000, a copy of the review of the annual report prepared in accordance with generally accepted accounting principals by a certified public accountant licensed by the State of Idaho.

3.6.2 If the report referred to in Section 3.6.2 above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review.

3.6.3 In lieu of the distribution of the pro forma operating budget required by Section 3.6.1, the Board of Directors may elect to distribute a summary of the items described in Section 3.6.1 to all members of the Association with a written notice that the budget is available at the business office of the Association or at another suitable location and that copies will be provided upon request and at the expense of the Association. If any member requests copies of the pro forma operating budget including the items described in Section 3.6.1 to be mailed to the member, the Association shall provide such copies to the member by first-class United States mail at the expense of the Association and mailed within five days. The written notice that is distributed to each of the Association members shall be in at least 10-point bold type on the front page of the summary of the statements.

3.6.4 In addition to financial statements, the Board of Directors shall annually distribute within 60 days prior to the beginning of the fiscal year, a statement of the Association's policies and practices in enforcing its remedies against members for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against members' subdivision interests.

3.6.5 The Board of Directors shall do the following not less frequently than quarterly:

(a) Cause a current reconciliation of the Association's operating accounts to be made and review the same.

(b) Cause a current reconciliation of the Association's reserve accounts to be made and review the same.

(c) Review the current year's actual reserve revenues and expenses compared to the current year's budget.

(d) Review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts.

(e) Review an income and expense statement for the Association's operating and reserve accounts.

(f) The failure of the Board of Directors to timely prepare and/or to present a budget to the Owners shall not be cause for any

Owner to fail or refuse to pay assessments. Assessments shall continue, based upon the last adopted or accepted budget, until a new budget is created and announced. Retroactive increases and/or special assessments may be made by the Board of Directors to make up for any deficiency.

(g) In the event the Board of Directors fails to timely adopt a budget for a new fiscal year, Owners holding a majority of the votes of the entire Association, at any general or specially called meeting, may adopt such a budget, announce it to the Owners and immediately commence assessments based on the newly adopted budget. Additionally, at any general or specially called meeting, Owners holding a majority of the votes of the entire Association may amend any budget adopted by the Board of Directors. Thereafter, assessments to Owners shall be based on the budget as so amended until a new budget is adopted.

3.7. Management Agent. The Board of Directors may employ a management agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3.3.

3.8. Interim Board and Officers. The Declarant hereby reserves administrative control of the Association for a period not to exceed five (5) years. The Declarant, in his or her sole discretion, shall have the right to appoint and remove members of an Interim Board of Directors and interim officers. Notwithstanding the provisions of this Section, at the Turnover Meeting at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all three (3) Directors.

3.9. Election and Term of Office. At the turnover meeting of the Association, the term of office of two (2) Directors shall be fixed for two (2) years. The term of office of one (1) Director shall be fixed at one (1) year. Should more Directors be added, the same sequential election terms shall apply as nearly as is practicable. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. At the turnover meeting, upon agreement by vote of the Owners, the Board of Directors may be elected by a single ballot with each Owner permitted to vote for five (5) nominees. In such event, the two (2) nominees receiving the highest number of votes shall be the two (2) year Directors and the one (1) nominee receiving the next highest number of votes shall be the one (1) year Director. The Association may increase or decrease the number of Directors and length of terms for which each is elected upon amendment of this Section 3.9.

3.10. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected upon

expiration of the term for which such person was elected by the other Directors to serve.

3.11. Removal of Directors. At any legal annual or special meeting, other than a meeting by ballot, any one or more of the Directors may be removed with or without cause, by a majority vote of the total voting power of the Owners and a successor may be then and there elected to fill the vacancy thus created. Provided however, the notice of meeting shall specifically indicate that the removal of one or more named directors is an agenda item for such meeting. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director or Directors who fail(s) to attend three (3) successive meetings of the Board of Directors which have been properly called, or who has failed to attend more than one third (1/3) of the Board of Directors meetings during a twelve (12) month period which have been properly called, may be removed by a majority of the remaining Directors.

3.12. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally hold such meeting, providing a majority of the newly elected Directors are present.

3.13. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

3.14. Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary or on the written request of at least three (3) Directors. Special meetings of the Board of Directors may be called on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

3.15. Waiver of Notice to Directors. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

3.16. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the existing Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may

adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.17. Board of Directors Meetings Open to All Association Members. All meetings of the Board of Directors shall be open to any and all members of the Association. Provided, however, no Association member shall have a right to participate in the Board of Directors meetings unless such member is also a member of the Board of Directors. The President shall have authority to exclude any Association member who disrupts the proceedings at a meeting of the Board of Directors.

3.18. Notice to Association Members of Board of Directors Meetings. For other than emergency meetings, notice of Board of Directors meetings shall be posted at a place on the Common Property at least three (3) days prior to the meeting or notice shall otherwise be provided to each member of the Association reasonably calculated to inform each member of such meetings. The posting of such notices shall be at a reasonable location which has been generally publicized to the Owners.

3.19. Telephonic Meetings. In the event of an emergency, telephonic meetings may be held by the Board of Directors. Such telephonic meetings shall be carried on by means of a "conference call" in which each Director may speak with any of the other Directors. The Directors shall keep telephone numbers on file with the President to be used for telephonic meetings. No notice to either Directors or Association members shall be required for a telephonic meeting of the Board of Directors to be held for any emergency action. Provided, however, no such telephonic meeting shall occur unless at least seventy-five percent (75%) of the Board of Directors participate in the same and after an attempt has been made to call each Director at the telephone number maintained on file with the Board of Directors for such purpose.

3.20. Compensation of Directors. No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by vote of the Owners.

ARTICLE 4
OFFICERS

4.1. Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any such other officers as in their judgment may be necessary.

4.2. Election of Officers. The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new board or any board meeting thereafter, and shall hold office at the pleasure of the board.

4.3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular or special meeting of the Board of Directors.

4.4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all the duties incident of the office of Secretary.

4.6. Treasurer. The Treasurer shall have responsibility for Association funds and securities not otherwise held by the managing agent, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

4.7. Directors as Officers. Any Director may be an officer of the Association.

ARTICLE 5
OBLIGATIONS OF THE OWNERS

5.1. Assessments. All Owners are obligated to pay assessments imposed by the Association to meet all the Association's general common expenses as more particularly set forth in the Declaration. Assessments shall be payable on a periodic basis, not more frequently than monthly, as determined by the Board of Directors. All initial, general and special assessments shall be allocated equally among the Lots, except that improved and unimproved Lots shall be assessed in different manners, as described in Section 8.2.2 of the Declaration.

5.2. Investment of Reserve Account Funds. Each reserve account shall be kept in an account with a safe and responsible depositary, shall be accounted for separately and, if invested, the obligation or security shall be fully guaranteed as to principal by the United States of America or one of its agencies. Assessments paid into the reserve accounts are the property of the Association and are not refundable to sellers of Lots. Provided, however, nothing herein shall prevent sellers of Lots from treating their outstanding allocable share of reserve accounts as a separate or reimbursable item in a sales agreement. No Owner shall have any individual rights in any of these reserves, although it is understood that the value of their respective Lots may increase in proportion to each Lot's right to receive repair, maintenance and replacement there from.

5.3. Initial Assessment. The initial assessment to Owners shall be based on a budget determined by the Declarant. The

assessment shall thereafter be subject to review by the Board of Directors. The budget and lot assessments for all Lots shall be payable from the date the Declaration is recorded.

5.3.1 At the time of closing, each purchaser shall contribute a sum equal to two times the monthly assessment as a one-time contribution to the budget of the Association, together with such sums as may be required pursuant to the Declaration and the sales agreement. Within sixty (60) days after conveyance by the Declarant of the first Lot, the Declarant shall make such contribution in respect to all Lots in the Project which have not yet been conveyed to a purchaser. If the Declarant has made such contribution, no further contribution shall be required to the Association, but each purchaser shall reimburse the Declarant at the time of closing for the amount of the contribution made by the Declarant in respect to the Lot conveyed to the purchaser. In the further event that the monthly assessments are reduced pursuant to the authority granted to the Declarant herein, the initial deposit to the Association budget equal to twice the monthly assessment shall be based on the projected amount of such assessments after substantial or full occupancy of the Lots rather than on the reduced assessment.

5.3.2 If the Declarant or any other person pays all or a portion of the operating expenses of the Association or subsidizes such expenses, the monthly assessment shall be reduced by such amount, but shall not be reduced to a sum less than the total amount of all insurance and all replacement reserve items for Lots improved with substantially completed Living Units, and the liability insurance and Common Property Reserve items. In respect to Lots not yet conveyed by the Declarant, the Declarant may accrue the replacement reserve items, but not the insurance reserve items. At the time of conveyance of the Lot for which the replacement reserve has been accrued, the accrued reserves must be paid to the Association.

The Declarant, or such other person paying all or a portion of the operating expenses or subsidizing such expenses, shall give ten (10) days written notice to individual Owners prior to the commencement of their obligation to pay the full monthly assessment. Thereafter, each Owner, including the Declarant or such other person, shall pay the monthly assessments to the Association. In the event the Declarant has collected initial assessments from purchasers at closing and thereafter elects to pay or subsidize the operating expenses thereby causing the assessment to be reduced, the one time initial contribution collected from Lot purchasers shall be held by the Declarant in a separate Association account. On the date Owners are required to pay full monthly assessments, the aggregate sums held in such separate account shall be deposited to the Association's general account to be used as working capital.

5.3.3 If the Association expenses are temporarily less than projected by the Declarant because some or most of the Lots are not yet sold or occupied, the Declarant shall have the authority to temporarily reduce the monthly assessment to reflect the lower expenses of the project.

5.4. Special Assessments. The Board of Directors shall have the power to levy special assessments against an owner or all owners in the following manner for the following purposes:

5.4.1 To correct a deficit in the operating budget by vote of a majority of the Board;

5.4.2 To collect amounts due to the Association from an owner for breach of the owner's obligations under the Declaration, these Bylaws, or the Association's rules and regulations, by vote of a majority of the Board;

5.4.3 Upon vote of a majority of the Board of Directors, to make repairs or renovations to the common area or those portions of the buildings for which the Association has maintenance responsibility if sufficient refunds are not available from the operating budget or replacement reserve accounts; or

5.4.4 To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to Lots in the Planned Community.

5.5. Payment of Assessments. Subject to the provisions of Section 5.3, from the date of the conveyance of the first Lot to a person other than the Declarant, the Declarant shall:

5.5.1 Pay assessments due for operating expenses on all unsold Lots; and

5.5.2 Pay assessments due for reserves on all unsold Lots, or, at the Declarant's option, pay or require the Owner to pay all accrued reserve assessments against the Lot at the time of the initial sale to the Owner.

5.6. Default. Failure by an Owner to pay any assessment of the Association shall be a default by such Owner of his or her obligations pursuant to these Bylaws. In addition to the interest which may be charged on delinquent assessments, the Board of Directors, at its option, may impose a late charge penalty in respect to any monthly assessment not paid within ten (10) days from the due date. Such penalty may not exceed the sum of ten percent (10%) of the monthly assessment. The Association shall be entitled to a lien which may be enforced. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his or her Lot or shall be entitled to the appointment of a receiver. Any default by the Owner in any provisions of these Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is a party or to which the Lot is subject.

5.7. Maintenance and Repair.

5.7.1 Except as otherwise specifically provided in the Declaration and Bylaws, every Owner must perform promptly all maintenance and repair work within his or her own Lot, which if omitted would affect the Common Property, and shall be responsible for the damages and liabilities that his or her failure to do so may cause.

5.7.2 An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Property and/or facility damaged through his or her fault, not otherwise covered by insurance policies carried by the Association for the

Owner's and Association's benefit.

5.8. Right of Entry; Encroachments; Easements for Maintenance.

5.8.1 In case of an emergency originating in or threatening his or her Lot, an Owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association, whether the Owner is present at the time or not.

5.8.2 An easement is reserved to the Association in and through any Lot and the Common Property providing access at reasonable times and with reasonable notice for purposes of maintenance, repair and replacement of the Common Property. If, in the process of such repair and maintenance by the Association, it is necessary to alter or damage any Lot or Common Property, such alterations or damages will be permitted without compensation, provided the Lot and/or Common Property are promptly restored to substantially their prior condition by the Association.

ARTICLE 6
USE AND OCCUPANCY RESTRICTIONS; RULES OF CONDUCT

Failure by an Owner (his family, invitees or lessees) to comply with the rules of conduct and restrictions set forth in the Declaration, these Bylaws or others promulgated by the Board of Directors shall be cause for which the Board of Directors may deny or restrict such Owner's right to use any common property with respect to which such Owner otherwise had a right of use. In addition to the restrictions and rules of conduct set forth in the Declaration, the following shall apply:

6.1. Use of the Common Property. No Owner shall place or cause to be placed on any portion of the Common Property any trash, structure, equipment, improvement, furniture, package or object of any kind. Such property shall be used for no purpose other than what is normal.

6.2. Improper, Offensive or Unlawful Use. No improper, offensive or unlawful use will be made of the Property nor any part of it; all valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Property will be carried out and paid for in the same manner as the responsibility for the maintenance and repair of the Property concerned.

ARTICLE 7
INSURANCE

The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided, and including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other subdivisions similar in construction, design and which insurance shall be governed by the provisions in this numbered section.

7.1. Types of Insurance Policies. For the benefit of the Association and the owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the common expense

funds, the following insurance to the extent available at reasonable cost:

7.1.1 A policy or policies of property insurance including, but not limited to, fire, extended coverage, vandalism and malicious mischief, for the full insurable replacement value, if available, of all common property.

7.1.2 A policy or policies insuring the Association, its Board of Directors, the owners individually, and the manager against any liability to the public or the owners and their invitees or tenants, incident to the ownership, supervision, control or use of the project. Limits of liability under such insurance shall be not less than $1,000,000 per occurrence for bodily injuries and property damage liability. Such limit and coverage shall be reviewed at least annually by the Board of Directors which may increase the limit of and/or coverage, in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

7.1.3 Workers' compensation insurance to the extent necessary to comply with any applicable laws.

7.1.4 A fidelity bond naming such persons as may be designated by the Board of Directors as principals and the Association and the owners as obligees, for the amount determined by the Board of Directors. Provided, however, the Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds obtain adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

The Association shall not be responsible for any loss or damage to personal property of any owner, nor shall the Association maintain any insurance coverage for such loss.

7.2. Insurance Companies Authorized. All policies shall be written by a company licensed to do business in Idaho and holding a "Commissioner's rating" of "A+" and a size rating of "AAA," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all mortgagees and directors.

7.3. Authority to Adjust Losses. All losses under policies hereafter in force regarding the property shall be settled exclusively with the Board of Directors or its authorized representative; provided, however, that where a first mortgagee has been designated as a loss payee by an owner and such first mortgagee has requested the opportunity to exercise the rights provided by this Section, such mortgagee shall be entitled to settle losses as to the mortgaged Living Unit, provided that the loss which occurs is severable. Releases and proofs of loss shall be executed by at least two directors.

7.4. Provisions in Insurance Policies. The Board of Directors shall make every effort to secure insurance policies that will provide for the following:

7.4.1 A waiver of subrogation by the insurer as to any claims against the Board of Directors, the manager, the owners and

their respective servants, agents and guests.

7.4.2 A provision that the master policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners.

7.4.3 A provision that the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors or the manager without prior demand in writing that the Board of Directors or manager cure the defect.

7.4.4 A provision that any "no other insurance" clause in the master policy exclude individual owners' policies and not otherwise prevent such individual policies from providing coverage for damage to Living Units or common property.

7.5. Insurance Deductible/Owner and Tenant Insurance. The Board of Directors shall determine the amount of the deductible for property loss insurance policies, as well as other insurance policies required to be procured by the Association under this Article 7. In determining the deductible under the policies, the Board, among other factors, shall take into consideration the availability, cost, and loss experience of the Association. In this regard, as in other Board responsibilities, the Board members shall exercise their reasonable business judgment.

The Association shall have no responsibility to procure or assist in procuring property loss insurance for any owner or tenant for: (a) damage to a Living Unit; or (b) for any damage or loss to the owner's or tenant's personal property.

Owners shall be responsible for purchasing insurance policies insuring their Living Units, and for insuring their own personal property for any loss or damage. Tenants shall be responsible for insuring their own property for any loss or damage.

7.6. Review of Insurance Policies. At least annually, the Board of Directors shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

ARTICLE 8
AMENDMENT

Except as otherwise provided in this Article, and the restrictions set forth elsewhere herein, these Bylaws may be amended at any time by an instrument approved by at least a majority of the total votes of each class of members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, no amendment of the Bylaws may effect an amendment of the Declaration without compliance with the provisions of such document. Provided further no amendment deleting or affecting any right of the Declarant may be adopted without the prior written consent of the Declarant.

ARTICLE 9
RECORDS AND AUDITS

9.1. General Records. The Board of Directors and the managing agent or manager, if any, shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The

Board of Directors shall maintain a list of Owners entitled to vote at meetings of the Association and a list of all mortgagees of Lots. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

9.2. Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Property, itemizing the maintenance and repair expenses of the Common Property and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Owners and mortgagees at convenient hours of weekdays.

9.3. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

9.4. Payment of Vouchers. The Treasurer shall pay all vouchers up to $1,000 signed by the President, managing agent, manager or other person authorized by the Board of Directors. Any voucher in excess of $1,000 shall require the signature of the President. Provided, however, any withdrawal from reserve accounts shall require the signature of two board members or one board member and an officer of the Association who is not a board member.

9.5. Reports and Audits. The Board of Directors shall prepare or cause to be prepared an annual report of the receipts and expenditures of the Association and a balance sheet and income and expense statement setting forth the financial condition of the Association as of the end of each year. The report shall be prepared according to generally accepted accounting procedures and shall be distributed to all Owners of Lots within ninety (90) days after the end of each fiscal year. At any time any Owner or mortgagee may, at his or her own expense, cause an audit or inspection to be made of the books and records of the Association.

9.6. Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any Lot, the Owner shall promptly inform the Secretary or manager of the name and address of said vendee, mortgagee, lessee, or tenant.

ARTICLE 10
COMPLIANCE

In case of any conflict between the provisions hereof and the Declaration, the provisions in the Declaration shall apply.

ARTICLE 11
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made

a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of no contest or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his or her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefitted from the acts which created said liability.

ARTICLE 12
ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS

Owners shall be obliged to pay reasonable fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect any delinquent unpaid assessments. In addition to the monthly assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines and interest imposed. In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Declaration or Bylaws, the Owner or Owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action, including reasonable attorney fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorney fees in the appellate court to be fixed by such court.

ARTICLE 13
MISCELLANEOUS

13.1. Notices. All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or if

there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any Owner shall be sent to such address as may have been designated by him or her from time to time, in writing, to the Board of Directors, or if no address has been designated, then to the Owner's Lot.

13.2. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

13.3. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. Provided, however, that if any of the provisions of these Bylaws would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law, or in the event the rule against perpetuities applies, until twenty-one (21) years after the death of the last survivor of the now living descendants of President Bill Clinton. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

It is hereby certified that these Bylaws have been adopted by M.C. Shelley, Trustee of the Shelley Family Trust under Trust Agreement dated October 14, 1993, Declarant of Shelley Acres, and will be recorded in the Deed Records of Gem County, Idaho, together with the Declaration for said subdivision.

DATED this 3rd day of April, 1996.

s/ M. C. Shelley
M.C. Shelley, Trustee of the M.C. Shelley Family Trust

STATE OF Idaho)
) ss.
County of Payette)

On this 3rd day of April, 1996, before me, a Notary Public for said state, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust, 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.

Linda-Gayle Fox
Notary Public for First American Title
My Commission Expires: 02/15/2002
Residing at: Parma

(Seal)

Recorded 4-3-96
Instrument #189263

RECEIVED
NOV 2 2 1996
WATER RESOURCES
WESTERN REGION

DECLARATION OF COVENANTS AND RESTRICTIONS FOR SHELLEY ACRES HOMEOWNERS' ASSOCIATION

THIS DECLARATION made this 3 day of April, 1996, by M.C. SHELLEY, Trustee of the M.C. Shelley Family Trust under Trust Agreement dated October 14, 1993, ("Declarant").

RECITALS

Declarant is the owner of all the real property described in Exhibit "A" hereto attached.

Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Shelley Acres and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of any lot thereof.

NOW, THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth in this Declaration.

ARTICLE 1
DEFINITIONS

1.2 "Association" shall mean and refer to Shelley Acres Homeowners' Association, its successors and assigns.

1.3 "Bylaws" shall mean and refer to the Bylaws of the Association.

1.4 "Common Property" shall mean and refer to that irrigation equipment used to irrigate the land within the subdivision, which is intended to be devoted to the common use and enjoyment of the members and which equipment has been conveyed to the Association.

1.5 "Declaration" shall mean the covenants, restrictions, and all other provisions set forth in this Declaration of Covenants and Restrictions for Shelley Acres.

1.6 "Declarant" shall mean and refer to M.C. Shelley, Trustee of the M.C. Shelley Family Trust under Trust Agreement dated October 14, 1993, his heirs, successors or assigns, or any successor or assign to all remainder of his or her interest in the development of the Property.

1.7 "General Plan of Development" shall mean the Declarant's general plan of development of the Property as approved by appropriate governmental agencies and as set forth in this Declaration which shall represent the total general plan and general uses of land within the boundaries of the Property, as may be amended from time to time.

1.8 "Living Unit" or "Unit" shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

1.9 "Lot" shall mean and refer to each and any of Lots 1 through 14 of Shelley Acres, together with any other lots that may be designed as Lots intended for residential use on any supplemental declaration and plat submitting additional property to the terms of this Declaration. Provided, however, that "Lot" shall not include any lot depicted on any plat of the Property which is designated for use as Common Property on such plat or declaration of Shelley Acres.

1.10 "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the owner, lessee or any other person authorized by the owner to occupy the premises.

1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.12 "Property" shall mean and refer to all real property, including Lots 1 through 14, the Common Property and all improvements located on the real property subject to this Declaration, as more particularly set forth on Exhibit "A" hereto attached, together with such additional Lots and Common Property as may, from time to time, be annexed to the Association.

1.13 "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of Directors of the Association or the Architectural Review Board as may be from time to time amended.

1.14 "Shelley Acres" shall mean Lots 1 through 14 and all Common Property included within the Plat of Shelley Acres.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Gem County, Idaho and consists of Lots 1 through 14.

ARTICLE 3
GENERAL PLAN OF DEVELOPMENT

3.1 Ownership of Common Property. The Declarant shall convey the Common Property to the Association within sixty (60) days after 75% of the Lots have been conveyed to purchasers. The description of the Common Property to be initially conveyed to the Association is set forth in Exhibit "C" attached hereto. In the event the Common Property is ever assessed for property tax purposes separately from the Lots, the Association, by and through its Board of Directors, shall take such steps as may be necessary to assess all Owners equally for their share of such taxes and to pay such property taxes on a current basis.

ARTICLE 4
USE RESTRICTIONS; ARCHITECTURAL CONTROLS AND MAINTENANCE RESPONSIBILITIES

4.1 General.

4.1.1 Residence "AA" District. Applicable to all of Lots 1, 2, 3, 4, and 5, inclusive.

a. No lot or lots embraced in the Residence "AA" District shall be used for other than single-family residence purpose. All buildings erected upon each lot shall comply with all applicable state and local codes, and shall present a well kept appearance.

b. All such residences shall be constructed on solid foundations, with footings below the frost line, according to the building code of the State of Idaho. No mobile, modular, or manufactured home shall be allowed in the Residence "AA" District.

4.1.2 Residence "A" district. Applicable to Lots 6 through 14, inclusive. Restrictions in this District shall be exactly the same as single-family dwellings in Residence "AA" District, except that a manufactured home may be erected upon each of said lots.

4.1.3 Nuisances. All horses, cattle, swine, goats, poultry, fowl or other farm animals kept on any lot shall be kept in accordance with proper animal husbandry practices. In addition to the foregoing, any owner who keeps any animals for commercial purposes shall take such steps as are necessary to not unreasonably interfere with any other owner's use of their property. No noxious weeds, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on the premises.

4.1.4 Taxes and government limitations. Any conveyance of property is made subject to taxes and other assessments if any levied or assessed against the property in the year in which it is conveyed and subject to all restrictions and limitations imposed by governmental authority.

4.1.5 Subdivision of lots. None of the lots shall at any time be divided into as many as two building sites and no building site shall be less in area than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with contiguous portion or portions of one or more lots in the same block may be used for one building site, and no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than 12 feet.

4.1.6 Remedies for violations - invalidations. For a violation or a breach of any of these Reservations and Restrictions by any person claiming by, through, or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the Reservations and Restrictions shall

not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no wise shall affect any of the other Reservations and Restrictions, but they shall remain in full force and effect.

Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Subdivider, its successors and assigns, shall have the right to interest on the liens at the rate of 12% per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

4.1.7 Common Property. No Owner shall construct or place any structure, material, planting, equipment or any object of any kind on any portion of the Common Property, unless granted written permission by the Board of Directors, and then only in strict compliance with such authorization.

4.2 Irrigation.

4.2.1 Association Responsibilities. The Association shall be responsible for all maintenance, repair and replacement of irrigation water lines and pumps from the Payette River to a point within an Owner's lot where the Owner will connect their own irrigation equipment.

4.2.2 Owner Responsibilities. Each Owner shall perform all maintenance, repair and replacement of the Owner's irrigation equipment. No Owner shall allow their own irrigation equipment to fall into such disrepair that it fails to be reasonably efficient in the delivery of water. Wasting water is specifically prohibited.

4.2.3 Irrigation Schedule. The Board of Directors, or their designee, shall determine the irrigation schedule for each lot and then inform the Owner. The Directors may consider requests by Owners for delivery of water on certain days, or at certain times, but such requests shall not be the sole determining factor in setting the irrigation schedule. Failure to follow the irrigation schedule may result in suspension of an Owner's right to receive water.

4.2.4 Quantity of Use. All Owners shall be entitled to the same amount of water per acre, and not more without the express written consent of the Board of Directors, and then only upon payment of an additional assessment for the excess water. Any Owner who uses excess water without permission, or without payment of additional assessment for excess water, shall be subject to suspension of delivery of water.

ARTICLE 5
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1 Members. Each Owner shall be a mandatory member of the Association. Membership in the Association shall be to appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Occupants and Owners shall be governed and controlled by this Declaration, Bylaws, and rules and regulations of the Association and any amendments thereof.

5.2 Proxy. Each Owner may cast his or her vote by absentee ballot or pursuant to a proxy executed by the Owner. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

5.3 Voting Rights. The Association shall have two (2) classes of voting members:

5.3.1 Class A. Class A members shall be all Owners of Lots other than the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

5.3.2 Class B. The Class B member shall be the Declarant, his successors and assigns. The Class B member shall have three (3) votes for each Lot owned. Provided, however, that all Class B memberships shall cease upon the earlier of a date five (5) years from the recording of this Declaration or the conveyance by the Declarant of Lots, representing seventy-five percent (75%) of the total number of votes ("termination date"). Thereafter, each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of such termination date and thereafter shall be equal to the total number of Lots annexed to the Property and subjected to this Declaration as of such termination date.

5.4 Procedure. All meetings of the Association, the Board of Directors, and Association committees shall be conducted in accordance with such rules of order as may from time to time be adopted by the Board of Directors. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 6
DECLARANT CONTROL

6.1 Interim Board and Officers. The Declarant hereby reserves administrative control of the Association. The Declarant, in his or her sole discretion, shall have the right to appoint and remove members of a three-member Interim Board of Directors, which shall manage the affairs of the Association, and which shall be invested with all powers and rights of the Board of Directors. Notwithstanding the provisions of this Section, at the Turnover Meeting at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all three (3) Directors.

6.2 Transitional Advisory Committee. The Declarant shall form a Transitional Advisory Committee to provide for the transition of administrative control of the Association from the Declarant to the Class A members. Not later than the sixtieth (60th) day after the Declarant has conveyed Lots representing seventy-five percent (75%) of all votes in Shelley Acres, the Declarant shall call a meeting of Owners for the purpose of selecting a Transitional Advisory Committee. The committee shall consist of three (3) members. The Class A members shall, by a majority vote, elect two (2) members, and the Declarant shall elect one (1) member. The committee shall have reasonable access to such information and documents as the Declarant is required by law to make available. If the Declarant fails to call the meeting required under this section, any Owner may do so.

6.3 Turnover Meeting. The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the Class A members within one hundred twenty (120) days of the earlier of:

6.3.1 Date Certain. A date five (5) years from the date this Declaration is recorded; or

6.3.2 Based on Lots Sold. The date that Lots representing seventy-five percent (75%) of the total number of votes have been conveyed to persons other than the Declarant.

The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this section, any Owner may do so.

ARTICLE 7
COMMON PROPERTY

7.1 Obligations of the Association. Subject to the rights of Owners set forth in this Declaration, the Association shall be responsible for the exclusive management and control of the Common Property and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. This obligation shall include, without limitation, the obligation for the maintenance, repair and replacement of irrigation water lines and pumps from a point on the Payette River to the connection for delivery of water to each lot.

7.2 Members' Easement of Enjoyment. Subject to the provisions of this Declaration, the Bylaws, and Rules and Regulations of the Association, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Lot.

7.3 Extent of Members' Easements. The members' easements of enjoyment created hereby shall be subject to the following:

7.3.1 Subject to Rules and Fees. The right of the Association to establish reasonable rules and to charge reasonable assessments and fees for capital expenditures on the Common Property and the maintenance and upkeep of the Common Property and payment of all Association expenses.

7.3.2 Suspension of Member's Right. The right of the Association to suspend the right of an Owner or any occupant of a

Lot to use the Common Property and facilities for any period during which any assessment against such Owner or occupant's Lot remains unpaid for more than thirty (30) days after notice of such nonpayment; the right of the Association to suspend the right of a member to use any Common Property for a period not to exceed sixty (60) days for any other infraction of the Declaration, Bylaws or the Rules and Regulations of the Association. Provided, however, that no such suspension pursuant to this subsection 3.2 shall deprive an Owner of access to his or her Lot.

7.3.3 Sale of Common Property. The right of the Association to sell, dedicate or transfer any portion of the Common Property or to create a security interest therein. Except as to the grant of easements for utilities and similar or related purposes, no such sale, dedication or transfer shall be effective unless approved by seventy-five percent (75%) of the votes of both Class A and Class B members. Provided further, if there is only one class of votes, such sale, dedication or transfer (except for utility and similar easements) must be approved by seventy-five percent (75%) of the votes held by Owners other than the Declarant.

7.4 Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or members of his or her family in a manner that would subject such Owner to liability for such damage under Idaho law, such Owner does hereby authorize the Association to repair such damage; the Association shall repair damage in a good and workmanlike manner as originally constituted or as the area may be modified or altered subsequently by the Association in the discretion of the Association. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is otherwise responsible for such damage.

ARTICLE 8
COVENANTS FOR MAINTENANCE ASSESSMENTS/SPECIAL ASSESSMENTS; AND COMMON PROFITS

8.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association (1) regular assessments or charges for common expenses, and (2) special assessments as provided in Section 8.7. All such assessments, together with interest thereon at the rate established from time to time by resolution of the Board of Directors and together with all other costs, fees, charges and fines allowed by law, shall be a lien and charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Such lien shall exist and be executed, recorded and foreclosed in the manner provided by law.

8.2 General Assessments.

8.2.1 Purpose of Assessments. The assessments levied under this Article shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Property,

and for the improvement and maintenance of such Property, including payment of premiums for insurance required under this Declaration and to fund a replacement reserve for those items the Association has maintenance responsibility, and for payment of any common operating expenses such as maintenance, Association water, management services, legal and accounting services and the like. Neither the Association, nor any assessments of the Owners shall be used to engage in lobbying or to exert political influence.

8.2.2 Basis for Assessment. The assessments shall be appointed to the Owners according to the number of acres contained in each lot. Those percentages are:

Lot No.	Acres	Percentage
1	14.00	6.19%
2	14.03	6.20%
3	14.00	6.19%
4	13.96	6.17%
5	14.98	6.62%
6	12.57	5.56%
7	12.81	5.66%
8	29.85	13.19%
9	12.81	5.66%
10	26.90	11.89%
11	12.67	5.60%
12	22.19	9.81%
13	12.62	5.58%
14	12.86	5.68%

The assessments shall include the following:

(1) Expenses of administration.

(2) Expenses of maintenance, repair or replacement of all improvements and Common Property.

(3) Any deficit in common expenses for any prior period.

(4) Utilities for the Common Property and other utilities with a common meter or commonly billed.

(5) The cost of any professional management desired by the Board of Directors.

(6) Any other items properly chargeable as an expense of the Association.

(7) Reserve items as more particularly set forth in Sections 8.5 and 8.6. All initial, general and special assessments shall be equally allocated among the Lots, as set forth above.

8.2.3 Method of Assessment. The Board of Directors shall determine the annual assessment in accordance with the provisions hereof, provided, however, the annual assessment shall be sufficient to meet the obligations imposed by the Declaration. The budget shall be presented to Association and may be amended by a majority of the votes of each class of members. Both annual and special assessments must be fixed at a uniform rate according to percentages for all Lots. The Board shall set the date(s) such assessment shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual

installments; provided, however, upon the default in the payment of any one or more installments, the entire balance of such assessment may be accelerated at the option of the Board and be declared due and payable in full, together with interest and attorneys fees and costs as hereinafter provided.

8.3 Date of Commencement of Annual Assessments. The general assessments with respect to the Lots shall commence at the time the Directors declare, but in no event later than the first day of the month following the conveyance of a Lot to an Owner other than the Declarant.

8.4 Initial Assessment. Upon the closing of the sale of each Lot to an Owner other than the Declarant in Shelley Acres, each Owner shall contribute a sum equal to two (2) times the monthly assessment as a one-time contribution to the working capital of the Association, together with such other sums as may be called for by the sales agreement and Bylaws. Within sixty (60) days after conveyance by the Declarant of the first Lot in the Property, the Declarant shall make such contribution in respect to all Lots in the Property which have not yet been conveyed to a purchaser. If the Declarant has made such contribution, no further contributions shall be required to the Association, but each purchaser, upon closing, shall reimburse the Declarant for the amount of such contribution made by the Declarant in respect to the Lot conveyed. In the event that the monthly assessments have been reduced pursuant to the authority granted to the Declarant to subsidize the Association's budget, the initial deposit to the Association pursuant to this section shall be equal to twice the monthly assessment based upon the projected amount of assessments upon the substantial completion of Living Units on all Lots then subject to this Declaration.

8.5 Common Property Reserve Account. The assessment against each Lot, regardless of whether it has been improved with a substantially complete Living Unit, shall include an amount allocated to a reserve account established for the purpose of funding replacements of those elements of the Common Property that will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years. Amounts assessed with respect to reserves shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The assessments pursuant to this section shall accrue from the date of conveyance of the first Lot in the Property. The Declarant, at the Declarant's option, may defer payment of the accrued assessments for a Lot pursuant to this section until the date the Lot is conveyed to an Owner other than the Declarant, at which time such accrued assessments shall be paid to the Association. The Declarant may require the Owner to whom such Lot is conveyed to reimburse the Declarant for such portion of the assessment.

8.6 Operating Reserve. The Board of Directors shall also fund a general operating reserve account by allocation and payment thereto monthly of an amount determined by the Board of Directors and assessed against the owner of each Living Unit.

8.7 Special Assessments. The Board of Directors shall have the power to levy special assessments against an owner or all owners in the following manner for the following purposes:

(a) To correct a deficit in the operating budget by vote of a majority of the Board;

(b) To collect amounts due to the Association from an owner for breach of the owner's obligations under the Declaration, these Bylaws, or the Association's rules and regulations, by vote of a majority of the Board;

(c) Upon vote of a majority of the Board of Directors, to make repairs or renovations to the common property and/or to those portions of the Living Units for which the Association has the responsibility of maintenance and replacement if sufficient refunds are not available from the operating budget or replacement reserve accounts; or

(d) To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

8.8 Effect of Non-Payment of Assessments: Remedies of the Association. In addition to any other remedies provided by law, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose a lien upon the Property. No such action or a judgment entered therein shall be a waiver of the lien of the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his or her Lot.

8.9 Subordination of the Lien to Mortgages. The lien with respect to any assessment provided for herein shall be prior to any homestead exemption and all other liens and encumbrances on a Lot, except:

(a) A first mortgage of record; and

(b) A lien for real estate taxes and other governmental assessments or charges; and

(c) Liens and encumbrances recorded before the recordation of this Declaration.

Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments which became due prior to such sale or transfer.

8.10 Common Profits. Profits arising from any operation or from the sale of any Association asset shall be shared among the Owners in proportion to their liability for payment of assessments.

ARTICLE 9
DAMAGE AND DESTRUCTION

9.1 Insurance Proceeds Sufficient to Cover Loss. In case of fire, casualty, or any other damage and destruction, the insurance proceeds of the Association's policy, if sufficient to reconstruct the damaged or destroyed equipment, shall be applied to such reconstruction which shall commence within one hundred twenty (120) days of such damage, or as soon thereafter as proceeds are

available. Reconstruction of the damaged or destroyed equipment, as used in this paragraph, means restoring the equipment to substantially the same condition in which it existed prior to the fire, casualty or disaster. Such reconstruction shall be accomplished under the direction of the Board of Directors.

9.2 Insurance Proceeds Insufficient to Cover Loss. If the insurance proceeds are insufficient to reconstruct the damaged or destroyed equipment, the damage to, or destruction of, such equipment shall be promptly repaired and restored under supervision of the Board of Directors, using the proceeds of insurance, if any, on the equipment for that purpose and all the Owners shall be liable for assessment for any deficiency for such reconstruction, such deficiency to take into consideration as the Owner's contribution any individual policy insurance proceeds provided by such Owner. Such reconstruction shall commence within one hundred twenty (120) days of such damage, or as soon thereafter as proceeds are available.

ARTICLE 10
CONDEMNATION OF COMMON PROPERTY

In the event that all or any portion of the Common Property is appropriated as the result of condemnation or threat or imminence thereof, the following rules and guidelines shall apply:

10.1 Representation by Association. The Board of Directors of the Association shall have the sole authority, right and duty to represent each of the Owners for the purpose of negotiating and contesting, if it deems so doing to be necessary or appropriate, any condemnation award offered by the condemning authority in question and may authorize expenditures and assessments to retain adequate counsel or other experts for such purposes.

10.2 Allocation of Condemnation Award. The Board of Directors of the Association shall allocate and distribute any condemnation award received by it with respect to the Common Property to the Owners in proportion to the diminution in fair market value incurred by them with respect to their respective Lots and improvements as a result of said condemnation.

10.3 Arbitration. In the event of any controversy by, among or between any Owner or Owners and the Board of Directors arising under this Section, each of the disputing parties shall choose one (1) arbitrator and such arbitrators shall choose one (1) additional arbitrator. The three (3) arbitrators shall resolve the controversy by majority vote and said decision shall be final, binding and unappealable upon the disputing parties. Any action or decision of the Board of Directors pursuant to this Section shall carry a rebuttable presumption of correctness for purposes of arbitration pursuant to this Section. The disputing parties each shall pay all the fees and expenses of the arbitrator designated by each of them and shall pay equally all fees and expenses of the third arbitrator. The disputing parties each shall pay their own expenses in connection with the arbitration.

10.4 Retention of Rights. No provision of this Section shall be construed as negating the right of the individual Owners to such

incidental relief as the law may provide as a result of the condemnation of the Common Property.

ARTICLE 11
EASEMENTS

11.1 Association's Easements. The Declarant hereby grants to the Association a blanket easement with respect to all Lots on the Property for the purpose of maintaining, repairing and replacing irrigation water lines located on the Lots and carrying out the Association's responsibility to maintain the irrigation water lines and equipment. It shall be the obligation of the Association to maintain, repair and replace irrigation water lines from the Payette River to the point of delivery to each lot. The easement granted in this Section shall be perpetual and shall run with the land.

ARTICLE 12
GENERAL PROVISIONS

12.1 Records. The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of owners, the balance sheet and income and expense statements. Individual assessment account shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

12.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of no contest or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner

which he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe his or her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association, should it be proven at a later time that said person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

12.3 Enforcement. The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney fees incurred in any enforcement activity taken to collect delinquent assessments, whether or not suit or action is filed.

12.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

12.5 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided however, amendments which do not constitute rescission of the planned community may be adopted as provided in Section 13.6. Additionally, any such rescission which affects the Common Property shall require the prior written consent of Gem County. Provided, however, that if any of the provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or, in the event the rule against perpetuities applies, until twenty-one (21) years after the death of the last

survivor of the now living descendants of President Bill Clinton.

12.6 Amendment. Except as otherwise provided in Sections 12.5 and 12.11, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of each class of members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws without compliance with the provisions of such document. Provided further, no amendment affecting any right of the Declarant herein contained may be effected without the express written consent of the Declarant or his successors and assigns.

12.7 Rights of Mortgagees. Any holder of a first mortgage or equivalent lien on any Lot and/or the improvements located thereon, upon written request to the Board of Directors of the Association, shall have the right to:

(a) Receive timely written notice of meetings of the Association;

(b) Receive timely written notice of any proposed abandonment, termination or contraction of this planned unit development;

(c) Receive timely written notice of any material amendment of the Declaration or the Articles of Incorporation or Bylaws of the Association;

(d) Receive timely written notice of any decision by the Association to terminate professional management and to assume self-management of the Property, if the Association previously has retained professional management services;

(e) Inspect the financial records and similar documents of the Association at reasonable intervals during normal business hours;

(f) Receive written notice of substantial damage to or destruction of any Lot and/or the improvements thereon or the Common Property and/or any improvements thereon; and

(g) Receive timely written notice of any condemnation or eminent domain proceeding affecting the Common Property or any portion thereof.

12.8 Notice of Default by Mortgagor. The Association shall give each mortgagee written notification of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under the Declaration and Bylaws which is not cured within thirty (30) days.

12.9 Release of Right of Control. The Declarant may give up its right of control in writing at any time by notice to the Association.

12.10 Unilateral Amendment by Declarant. The Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United

States or the State of Idaho, or any corporation wholly owned, directly or indirectly, by the United States or the State of Idaho, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the turnover meeting, no such amendment shall require notice to or approval by any Class A member.

IN WITNESS WHEREOF, the undersigned being Developer herein, has executed this instrument this 3rd day of April, 1996.

s/ M.C. Shelley
M.C. Shelley, Trustee of the M.C. Shelley Family Trust

STATE OF Idaho)
) ss.
County of Payette)

On this 3rd day of April, 1996, before me, a Notary Public for said state, personally appeared M.C. Shelley, Trustee of the M.C. Shelley Family Trust, 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.

(Seal)

Linda Gayle Fox
Notary Public for First American Title
My Commission Expires: 02/15/2002
Residing at: Payette