

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	)	Subcase <u>37-22203</u>
	)	(Insert water right number)
	)	
Case 39576	)	STANDARD FORM 4
	)	
	)	MOTION TO FILE:
	)	☒ LATE NOTICE OF CLAIM
_____	)	☐ AMENDED NOTICE OF CLAIM

INSTRUCTIONS

This form is used to file a late Notice of Claim or an amendment to a Notice of Claim in a reporting area where the Director's Report has been filed. Forms may be obtained from the SRBA Court, the Idaho Department of Water Resources (IDWR), or you may copy or reproduce this blank form. If you copy or reproduce this form, please copy on both sides with the even-number pages upside down.

The water right number for your late or amended claim must be indicated above in the blank space following "Subcase." You must use a **separate form for each** late or amended Notice of Claim.

This form has been adopted by the court in **SRBA Administrative Order 1, Rules of Procedure** (amended Sept. 30, 1996), Section 4, which may be consulted for further information.

By filing a *Motion to File a Late Notice of Claim* or a *Motion to File an Amended Notice of Claim*, you certify that it is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation.

☒ I have read *SRBA Administrative Order 1, Rules of Procedure* (amended Sept. 30, 1996).

My name is Fritz X. Haemmerle

My address is P.O. Box 1800
Hailey, ID 83333

My phone number is: Work (208) 578-0520 Home (208) 788-4057

I am an attorney representing Northridge II Subdivision Owners Assn., Inc.

My name is _____

My address is _____

My phone number is _____

MOTION TO FILE A LATE NOTICE OF CLAIM

A Motion to File a Late Notice of Claim will require a hearing before the Presiding Judge.

☒ I did not file a Notice of claim to the use of water in the SRBA because:

We were working with IDWR before the deadline, and we were
in the process of obtaining information when the deadline
expired.

☐ I filed a Notice of Claim and elected to defer judicial proceedings on my domestic or stock watering use. I desire to reinstate my Notice of Claim for domestic or stock watering use.

☐ I am providing legal and factual documentation for my claimed use of water. You must describe these documents and attach a readable copy. (You do not need to fill this out if you are reinstating a Notice of Claim for domestic or stock watering use, but you **must** attach a copy of your Notice of Claim.)

See: (1) attached claim; (2) warranty deed; and
(3) declaration

I have attached:

- ☒ A fully completed Notice of Claim (available from IDWR).
- ☐ A claim filing fee for a domestic and stock watering use. IDWR may charge this fee pursuant to I.C. § 42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ _____.
- ☒ A claim filing fee and a late claim fee for those claims other than a domestic or stock watering use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ 205.00.

Follow these instructions regarding the hearing on this motion.

1. Contact the Clerk of the SRBA Court (208-736-3011) to request a hearing date and time.
2. Fill in the following information:

This motion will be heard on October 16, 2007 @ 1:30 p.m.
(Insert Date and Time)

at the SRBA courthouse, 253 Third Avenue North, Twin Falls, Idaho.

MOTION TO FILE AN AMENDED NOTICE OF CLAIM

A *Motion to File an Amended Notice of Claim* may require a hearing before the Presiding Judge or Special Master or may be granted by leave of the court or by written consent of the parties and the Idaho Department of Water Resources. Leave to amend a claim shall be freely given when justice so requires.

- ☐ I must amend my Notice of Claim to the use of water in the SRBA because:

- ☐ I am providing legal and factual documentation to support my amended Notice of Claim. You must describe these documents and attach a readable copy.

I have attached:

- ☒ An amended Notice of Claim (available from IDWR).
- ☒ Payment of the following additional fees required by IDWR:

VERIFICATION (Must be completed)

State of Idaho

County of Blaine

Fritz X. Haemmerle, being first duly sworn, upon oath, deposes and says:
(Insert name of person filing form)

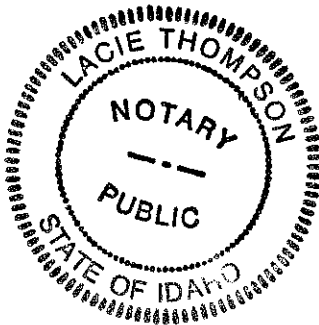
That I am the party/claimant filing this motion for late or amended claim (as listed on Page 2) as defined by I.C. §§ 42-1401A(1) and (7) or that I am the attorney for the party/claimant filing this motion for late or amended claim and that I have read this motion, know its contents, and believe that the statements are true to the best of my knowledge.

Signature of person filing motion

Fritz X. Haemmerle

Attorney signing in representative capacity

Subscribed and sworn to before me on July 17, 2007
(Insert Date)



Lacie Thompson
Notary Public for Idaho
Residing at: Bellevue,
My Commission expires: 1/14/2008

INSTRUCTIONS FOR MAILING

You must mail this form, including all attachments, to the Clerk of the SRBA Court. **FAX filings will not be accepted by the SRBA Clerk of the Court.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on July 17, 2007, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

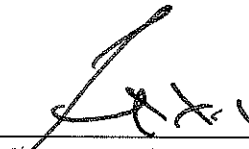
IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

3. If you are filing an amended Notice of Claim in a subcase being heard before the Presiding Judge or a Special Master, you must serve a copy on all parties to that subcase.

(Insert Names/address of parties)



Signature of person or attorney mailing the form

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 37-22203
Date Received: 7/6/2007
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

NORTHRIDGE II SUBDIVISION OWNERS INC Phone:
PO BOX 4633
HAILEY ID USA 83333

2. Date of Priority: 05/01/1888

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	18E	20	SW NW	BLAINE	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
AESTHETIC	04/01	10/31	0.02	
AESTHETIC STORAGE	04/01	10/31		2
DIVERSION TO STORAGE	04/01	10/31		5.6

7. Total Quantity Appropriated is:
0.02 C.F.S. and/or 5.6 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	18E	4	NE	NW	3	AESTHETIC
			NE	NW	3	AESTHETIC STORAGE
			NE	NW	3	DIVERSION TO STORAGE

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

This claim is asserting that a portion of the diversion rate for 37-21813 was historically appurtenant to the area covered by the pond and as such should be recognized for this claim as an unrecorded transfer from irrigation to aesthetic and aesthetic storage.

15. Basis of Claim: Decreed

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 under penalty of perjury that I am

President of Northridge II Subdivision,
Title Organization

that I have signed the foregoing document in the space below as

President of Northridge II Subdivision,
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [Signature] Date 7/17/07 2007

Title and Organization President, Northridge II Subdivision

16. Notice of Appearance:

Please Print Name

Notice is hereby given that I, Fritz X. Haemmerle, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature [Signature]

Address P.O. Box 1800, Hailey, ID 83333

Date July 17 2007

Fritz Haemmerle

From: Christensen, Kelly [Kelly.Christensen@idwr.idaho.gov]
Sent: Friday, July 06, 2007 2:03 PM
To: Fritz Haemmerle (E-mail)
Subject: Northridge II storage rights late claims

First note that since July 1 claims do NOT need to be notarized.

Please review the claims as data entered to make sure that they represent your understanding for the pond.

The filing fee for each claim is:

filing fee	\$100.00
Late fee	100.00
Aesthetics	4.00
<u>aesthetics stor</u>	1.00
tot due per claim \$205.00	

I am not including the Standard Form 4 as you can get it off the internet.

Ultimately you will have to file objections to 37-21811, 37-21813, & 37-21817 before the pond can be recommended.

If you have any questions give me a call.

<<37-22203 NORTHRIDGE.doc>> <<37-22196 NORTHRIDGE.doc>> <<37-22202 NORTHRIDGE.doc>>

Kelly K Christensen
Sr Water Resource Agt
Twin Falls
(208)-736-3033

7/17/2007

WARRANTY DEED

FOR VALUE RECEIVED, EMB-Hailey, L.P., a California Limited Partnership, hereinafter referred to as "Grantor," does hereby grant, bargain, sell and convey unto Northridge II Subdivision Owners' Association, Inc., an Idaho corporation, 400 Main Street North, Hailey, Idaho 83333, hereinafter referred to as "Grantee," the following described real property situated in Blaine County, Idaho, to-wit:

Lot 15, Block 7, Northridge II Subdivision, Blaine County, Idaho.

To have and to hold the said premises and their appurtenances unto the said Grantee, its successors and assigns, forever.

The said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that said premises are free from all encumbrances; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 10 day of January, 1995.

GRANTOR:

EMB-HAILEY, L.P., a California
Limited Partnership,

By: E.M. CAPLOW & ASSOCIATES,
INC., a California corporation
Its General Partner

By: [Signature]
Elliott M. Caplow, President
E.M. Caplow & Associates, Inc.

390554

Deed

BLAINE CO. REQUEST

OF: Reschalt & Robertson

'96 MAY 24 AM 11 40

Mary Green CLERK

FEES \$

6⁰⁰

YNPP

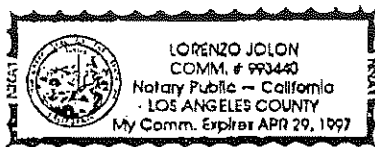
WARRANTY DEED - 1

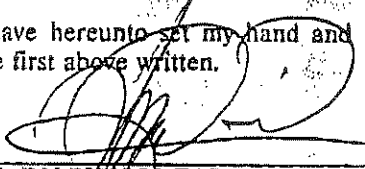
STATE OF CALIFORNIA)

County of Los Angeles)ss.

On this 10th day of JANUARY, 1995, before me, a Notary Public, in and for said County and State, personally appeared Elliott M. Caplow, known or identified to me to be the President of E.M. Caplow & Associates, Inc., General Partner of EMB-HaILEY, L.P., the California limited partnership that executed the foregoing instrument, and acknowledged to me that such limited partnership executed the same.

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




NOTARY PUBLIC FOR CALIFORNIA

Residing at: Los Angeles
My commission expires: Apr. 29, 1997

01059502.jer

WARRANTY DEED - 2

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

NORTHRIDGE II SUBDIVISION

THIS DECLARATION, made on the date hereunder set forth by EMB-Hailey, L.P., a California limited partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Blaine County, State of Idaho, which is more particularly described as:

Northridge II SUBDIVISION, as found on the official plat thereof on file in the Office of the County Recorder, Blaine County, Idaho. (Hereinafter sometimes referred to as "Subdivision")

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said Subdivision and be binding on all parties having any right, title or interest in the said Subdivision or any lot situated therein.

ARTICLE I

DEFINITIONS

Section 1. "OWNER" shall throughout this declaration mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within Northridge II Subdivision.

Section 2. "LOT" shall mean and refer to any platted Lot or tract of land shown upon the plat of the Northridge II Subdivision recorded in the official records of Blaine County, Idaho.

Section 3. "DECLARANT" shall mean and refer to EMB Hailey, L.P., a California limited partnership, its successors and assigns.

Section 4. "BASEMENT." Any habitable area 4'-0" or more below the ground level.

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS - Page 1**

BLAINE CO. REQUEST

SAWTOOTH TITLE

1994 JUL -8 P 4102

368067

cc - R's

93.00

ARTICLE II

GENERAL PROVISIONS

Section 1. ENFORCEMENT. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants now or hereafter imposed pursuant to the provisions of this Declaration. Failure by any owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation or any one of these covenants, conditions, or restrictions by court order or judgment shall in no way affect the validity or effectiveness of any other provisions.

Section 3. AMENDMENT. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land comprising the subdivision, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless at the end of any term they are revoked by an instrument signed by the Owners of not less than 60% of the Lots. This Declaration may be amended at any time by an instrument signed by not less than sixty percent (60%) of the Owners, with one vote per Lot. Any amendment must be recorded to be effective.

ARTICLE III

RESIDENTIAL AREA COVENANTS

Section 1. LAND USE AND BUILDING TYPE. All Lots within the Subdivision are exclusively for single-family residential purposes. No building or structure may be used for business or commercial purposes, and no apartments, rooming houses, duplexes, or other multiple-family dwellings shall be erected, placed, permitted, used or maintained on any Lot within Northridge II Subdivision. Only one (1) single-family dwelling, which may include attached guest and/or service quarters, may be erected upon each Lot, subject to the requirements of ARTICLE IV.

Section 2. MAINTENANCE. Each Lot and all improvements thereon shall be maintained by the owner thereof in good condition and repair.

Section 3. PETS AND ANIMALS. Only a reasonable number of house or domestic pets shall be permitted. Written approval of the Architectural Review Board must be obtained for any Owner to keep more than two (2) dogs or two (2) cats on any lot within

the subdivision. Goats, sheep, cattle, horses, llamas, swine and other livestock and barnyard animals are not allowed within the subdivision, nor are wild or dangerous animals of any type.

Section 4. TREES. Within one (1) year after construction of any residence on a Lot or Lots within the subdivision, the Owner must plant and thereafter properly maintain not less than four (4) trees per lot, but no cottonwood may be planted. Said trees shall be not less than 2 inches in diameter, and shall be planted in the front yard of the Lot or Lots.

Section 5. SIGNS. No signs shall be permitted except residential identification signs and temporary "For Sale" signs of not more than two (2) feet square in surface area, nor maximum height in excess of four (4) feet; provided that the Declarant may erect a subdivision advertising sign in conformance with applicable City of Hailey Ordinances.

Section 6. HOUSE TRAILERS, MOBILE HOMES AND OFF-SITE MANUFACTURED HOMES.

No structure of a temporary character, house trailer, tent or shack shall be erected, placed upon, or used on any Lot at any time; provided, however, that during the course of construction of a dwelling house, this covenant shall not be construed to prevent the use of a temporary structure for the exclusive purpose of housing tools and such building materials as may need to be protected from the elements and provided further that such temporary structure shall not be permitted to remain for a period exceeding ninety (90) days, nor shall it be used at any time as sleeping quarters.

No pre-fabricated or manufactured dwelling unit or mobile home shall be permitted within the Northridge II Subdivision. Nothing contained in this section shall, however, preclude the Architectural Review Board from reviewing and, if appropriate pursuant to the provisions of Article IV hereinbelow, granting approval for a storage building, small barn, shed, playhouse or other outbuilding which may be manufactured or fabricated at an off-site location. Any question as to whether a particular structure is a pre-fabricated or manufactured dwelling unit or mobile home shall be conclusively decided by a majority vote of the Architectural Review Board.

Section 7. SCREENED AREAS. Each residence shall have an enclosed double car garage and may in addition thereto, provide two uncovered parking places on each Lot for parking vehicles belonging to the lot Owner and occasional guests. All boats, snow mobiles, recreational vehicles, campers, lawn and garden equipment, garbage and trash containers, clothes lines, maintenance and service equipment, firewood, stored materials, satellite dishes, and similar personal property shall be screened from streets and adjoining Lots by fences, berms, hedges and similar landscaping or enclosures.

Section 8. FIRES. Exterior fires are permitted only in barbecue pits or outdoor fireplaces. No outdoor burning of lawn clippings, leaves, tree or shrub branches or other landscape material shall be permitted.

Section 9. EXTERIOR COLORS AND FINISHES. Colors of all exterior building surfaces shall be of natural tones which harmonize with the existing landscape. A limited use of strong accent color may be approved by the Architectural Review Board. No reflective finishes shall be used, with the exception of hardware and detail items. No exposed block construction will be allowed.

Section 10. ROOFS. Tar and gravel shall not be used as a finished roofing material, except on flat roofed structures where the surface is not visible from any road or adjoining structure. Wooden shakes, sawed shingles, asphalt shingles or metal may be used subject to prior approval by the Architectural Review Board.

Section 11. PARKING. Not more than two (2) vehicle parking spaces per Lot may be provided in an exposed parking area. Additional parking for the residents' vehicles shall be in accordance with ARTICLE III, Section 7. Temporary guest parking in exposed parking areas shall be controlled by the Lot owner on a reasonable basis.

Section 12. FENCES. All fences, visual screens, and similar exterior structures shall be constructed of wood, with the exception of hardware, fasteners and footings, and shall require Architectural Review Board approval.

Section 13. EXTERIOR LIGHTING. The light source of any exterior lighting fixtures shall be shielded from view from any other properties, and all reasonable efforts shall be made to minimize the harshness or glare of any lighting.

Section 14. ANTENNAS. Antennas and similar devices shall be installed in a manner and location minimizing visibility from roads and adjoining Lots. No such antennas or devices shall be installed without prior approval of the Architectural Review Board.

Section 15. UTILITIES. All power, gas, telephone and other service lines shall be located underground. All meters and service access devices shall be located in accordance with ARTICLE III, Section 7.

Section 16. HEIGHT LIMIT. No structure or part thereof shall exceed a height of thirty-five (35) feet.

Section 17. BUILDING LOCATION.

(a) The area covered by any structure (including garage) shall not exceed thirty percent (30%) of the total lot area, without prior written approval of the Architectural Review Board.

(b) No building shall be located on any lot nearer than 30 feet from the front lot line or nearer than 25 feet from any side street line.

(c) No building shall be located nearer than 10 feet from an interior lot line. No dwelling shall be located on any Lot nearer than 20 feet to the rear lot line.

(d) For the purposes of this Declaration, steps, open porches, decks, and patios shall not be considered as a part of a building.

Section 18. MINIMUM SQUARE FOOTAGE. No residence with less than 1500 square feet will be allowed within the subdivision, at least 1000 square feet of which shall be on the ground floor. Basements, porches, decks, patios, garages and second stories not included in the calculation of minimum square footages.

Section 19. DRIVEWAYS. All driveway approaches shall be in conformance with adopted specifications of the City of Hailey, and shall be constructed of asphalt, concrete and/or brick pavers, unless another all weather surface is approved by the Architectural Review Board.

Section 20. RESUBDIVISION. No resubdivision of any Lot or Lots shall be allowed.

Section 21. EASEMENTS. Easements for installation and maintenance of roads, utilities, drainage channels and irrigation ditches and facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of roads and utilities, or which may impede or alter flows in drainage channels, or which may obstruct or retard the flow of water through irrigation ditches and facilities. The easement area of each Lot, and all improvements therein, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 22. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 23. OIL AND MINING OPERATIONS. No oil or gas drilling, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or under any Lot.

Section 24. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 25. WATER SUPPLY. No individual well or water-supply system shall be permitted on any Lot, except for irrigation purposes.

Section 26. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any Lot.

Section 27. SLOPE CONTROL AREAS. No structure, planting or other material shall be placed or permitted to remain, or excavations or other activities undertaken, which may damage or interfere with established slopes, creating erosion or sliding problems, or which may change the direction of flow of water through drainage channels. The stability of all sloped areas of each shall be maintained by the owner of the Lot, with the exception of those areas for which a public authority or utility company has responsibility.

Section 28. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, tree or landscaping shall obstruct sight lines at elevations between 2 and 6 feet above the roadways on any corner Lot within a triangular area created by drawing imaginary lines between three points; the first point being the intersection of the two roads adjoining the corner lot (measured at the edge of the road right-of-way nearest the Lot in question); the second and third points being 25 feet from the first point measured, respectively, along the right-of-way of each intersecting road at the edge of the right-of-way nearest the Lot in question.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL REVIEW AND APPROVAL. No improvement or structure of any kind, including, without limitation, any building, garage, fence, wall, swimming pool, tennis court, covered enclosure, or driveway, shall be constructed, installed, placed or maintained upon any lot, nor shall any exterior addition, modification or alteration thereof be made, until the plans and specifications for the same have been submitted to, and approved in writing by, the Architectural Review Board (hereinafter "ARB"). All plans and specifications shall be evaluated as to compliance with this Declaration and harmony of the external design and location in relation to surrounding structures, topography, and neighborhood design characteristics.

Section 2. ARCHITECTURAL REVIEW BOARD. The ARB shall consist of three (3) members. Until 70% of the lots within the Subdivision have been sold by the Declarant, or its successors, the members of the ARB shall be appointed by and serve at the pleasure of, the Declarant. Upon the sale of said 70% of the Lots, Lot Owners shall elect three members to the ARB to replace the previously appointed members. Said election shall be conducted at a meeting of the Lot Owners to be held in Hailey, written notice for which shall be mailed to the last known mailing address of each Lot Owner at least fourteen (14) days preceding the date of the meeting. Members of the ARB shall be elected by a majority vote of the Lots Owners attending the meeting, each Owner (including the Declarant if it then owns any lots) shall be entitled to one vote for each Lot owned. Thereafter, vacancies on the ARB shall be filled by a majority vote of the remaining members of the ARB. Any member of the ARE may be removed by petition calling for such removal and signed by greater than fifty percent (50%) of the Lot Owners of record at the time such petition is signed. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

Section 3. POWERS AND DUTIES OF THE ARB. The ARB shall have the following powers and duties:

A. To require submission to the ARB of two complete sets of plans and specifications for any improvement or structure, the construction, installation, or placement of which is proposed upon any Lot in the Subdivision and any additions, modifications, or alterations proposed for the exterior of such improvements or structures. The ARB may also require submission of samples of building materials purposed for any such construction project and may require such additional information as is reasonably necessary to evaluate the proposed work.

B. To approve or disapprove any improvement or structure or any proposed additions, modifications, or alterations to the exterior thereof. All decisions of the ARB shall be submitted in writing to the applicant and signed by all members of the ARB participating in such decision. In the event that the ARB fails to approve or disapprove any plans and specifications requested, design, location, or other construction, within twenty-one (21) days after the same have been submitted to it, approval of the ARB shall conclusively be deemed given.

ARTICLE V

THE ASSOCIATION

Section 1. MEMBERSHIP. The Articles of Incorporation and Bylaws of the Northridge II Homeowners Association ("Association") are attached hereto as Exhibit "A" and hereby made a part of this declaration. Every Owner, with the exception of the Owner

of Lot 15, shall be entitled and required to a member of the Association. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by him. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or Bylaws of the Association shall so state, and shall state in addition, that the membership in the Association may not be transferred except in connection with the transfer of a Lot.

Section 2. VOTING RIGHTS. Each membership shall be entitled to cast one vote in all elections or other actions in which the members are required or permitted to vote pursuant to the Articles of Incorporation and Bylaws of the Association.

Section 3. CUMULATIVE VOTING. In any election of the members of the Board of Directors of the Association, each membership shall have the right to cumulate votes and give one candidate, or divide among any number of candidates, one vote multiplied by the number of directors to then be elected. The candidates receiving the highest number of votes, up to the number of board members to be elected, shall be deemed elected. Any director may be removed from office by a vote of the majority of the memberships entitled to vote.

Section 4. AMPLIFICATION. The provisions of this article are amplified by the Articles of the Incorporation of the Association and by the Bylaws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or Bylaws shall substantially alter or amend any of the rights, duties, or obligations of the Owners set forth herein.

Section 5. THE PARK. The sole purpose of the Association is to acquire title to Lot 15 Northridge II Subdivision, and all water rights appurtenant thereto, and all improvements made thereon by the Declarant prior to conveyance of said Lot to the Association, and to hold, operate, and manage said Lot as a passive park for the benefit of all Owners within the Subdivision and for members of the public at large.

In furtherance of its purpose, the Association shall be responsible to pay all real property taxes and assessments levied against said Lot 15, and the water rights appurtenant thereto, and shall be responsible for the maintenance and repair of said Lot and all buildings, improvements, parking areas, wetlands, ponds and waterways situated on said Lot.

Section 6. RULES AND REGULATIONS. The Association may make reasonable rules and regulations governing the use of any or all of its real or personal property, including Lot 15 and the improvements situated thereon, which rules and regulations shall be designed, in part, to limit the activities occurring on Lot 15 to those which are consistent with the single family residential uses of the remainder of the property situated within the

subdivision. Further, said rules and regulations shall be intended to preclude any claim of Ownership in Lot 15 by any person or entity, or by the public in general, through prescriptive use, adverse possession, or other similar legal theory.

Section 7. MISCELLANEOUS SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association may determine to be necessary or desirable for the proper operation of its property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of its properties and the conduct of its business.

Section 8. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9. CONTINUED OWNERSHIP. The Association shall not sell, transfer, or convey any interest or title in or to Lot 15 without the prior approval of not less than 75% of the Lot Owners within Northridge II Subdivision and the City of Hailey.

Section 10. WATER RIGHTS. Neither the Declarant nor the Association makes any representation or warranty concerning the existence or validity of any water rights which may be appurtenant to Lot 15, or otherwise available for use in the waterways, wetlands and ponds situated thereon. To the extent valid water rights for that purpose do exist at the time title to the property is acquired by the Association, the Declarant's interest therein shall be transferred to the Association and the Association shall employ all reasonable efforts to perfect and maintain said water rights.

Section 11. AGREEMENT TO PAY ASSESSMENTS. Declarant, for each Lot owned by it within the Subdivision, for and as the Owner of the Subdivision, and every part thereof, hereby covenants, and each Owner hereafter acquiring a Lot by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other, and with the Association, to pay to the Association periodic and special assessments to defray all costs and expenses incurred by the Association in fulfilling its duties and purposes set forth hereinabove. Such assessment shall be fixed, established and collected from time to time in the manner provided in this article.

Section 12. AMOUNT OF TOTAL PERIOD ASSESSMENTS. The total periodic assessments against all Lot Owners shall be based upon advanced estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the Ownership, maintenance, and operation of Lot 15, and all

improvements situated thereon; taxes and special assessments levied or to be levied against the real and personal property owned by the Association; premiums for all insurance which the Association, in the exercise of reasonable business practices, maintains on its assets, including public liability coverage on Lot 15; expenses of management in the conduct of the Association's business, including expenses reasonably incurred for accounting and legal services; and the creation of a reasonable contingency reserve, surplus and/or sinking fund.

Section 13. APPORTIONMENT OF PERIODIC ASSESSMENTS. Total periodic assessments for each calendar year shall be estimated by the Association no later than December 1 of the preceding year, and notice thereof shall be provided to the Owners, in writing, on or before December 31 of said preceding year. Said notice shall also indicate the amount of the periodic assessment levied on each Lot Owner, which amount shall be equal to the total periodic assessment divided by the number of Lots in Northridge II Subdivision, with the exception of Lot 15. The amount levied against each Owner shall be payable in the manner and times determined by the Association. Each periodic assessment shall bear interest at the rate of 10% per annum from the date it becomes due and payable if not paid within 30 days after such date. Failure of the Association to give timely notice of any periodic assessment as provided herein shall not affect the liability of the Owner for such assessment, but the date when payment shall become due and payable in such case shall be deferred to a date not less than 30 days after such notice has been duly given.

Section 14. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by this article, the Association may levy at any time a special assessment, payable as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any improvement, waterway, pond, embankment, or any part thereof, or for any other expense incurred or to be incurred by the Association as permitted by this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for unplanned or unexpected expenses authorized by other sections hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in the same proportion as periodic assessments. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than 30 days after such notice shall have been given. A special assessment shall bear interest at the rate of 10% per annum from the date it becomes due and payable if not paid within 30 days after such date.

Section 15. LIEN FOR ASSESSMENTS. All sums assessed to any Lot pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association created and perfected by the recordation of a Notice of Assessment as herein provided. Such lien shall be superior to all other liens and encumbrances with the exception of: (a) valid tax and special assessment liens on the Lot in favor of any governmental entity; (b) any liens, including mortgages or deeds of trust, duly

executed and recorded in Blaine County, Idaho, prior to the recordation of the Association's Notice of Assessment, including all future sums advanced pursuant to said prior liens in accordance with their written terms and conditions; and (c) labor or materialman's liens, to the extent their superior priority is provided for by applicable laws of the State of Idaho.

To create a lien for sums assessed pursuant to this Article, the Association shall prepare and duly record a written Notice of Assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record Owner of the Lot and a legal description of the Lot. Such notice shall be signed by an officer of the Association and be recorded in the office of the county recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there has occurred a delinquency of not less than 90 days in payment of the assessment and notice of intent to record has been mailed to the Owner at his last known mailing address. Such liens may be enforced by sale by the Association after failure of the Owner to pay the delinquent assessment in accordance with its terms, such sale to be conducted in the manner permitted by Idaho law for the exercise of power of sale and deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessment duly levied against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, or otherwise deal with the same as the Owner thereof in the event it acquires the Lot at sale.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the official records of Blaine County, Idaho, upon payment of all sums secured by said lien.

Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Unless sooner satisfied and released, or the enforcement thereof initiated as provided hereinabove, any lien created pursuant to this section shall expire and be of no further force or effect one year from the date of recordation of said Notice of Assessment; provided, however, that said one year period may be extended by the Association for not to exceed one additional year by a written extension signed by the Association and recorded in the office of the county recorder of Blaine County, Idaho, prior to the expiration of said first one-year period.

16. PERSONAL OBLIGATION OF THE OWNER. The amount of any periodic or special assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation may be maintained by the Association without foreclosing the lien securing the same. Further, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the Lot outstanding at the time said purchaser acquires title to the Lot, without prejudice to purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

DATED this 15th day of MARCH, 1994.

EMB-HAILEY, L.P., a California Limited Partnership,

By: E.M. CAPLOW & ASSOCIATES, INC., a California corporation,
Its General Partner

By: 
Elliott M. Caplow, President
E.M. Caplow & Associates, Inc.

STATE OF CALIFORNIA)
)ss.
County of _____)

On this ____ day of _____, 1994, before me, a Notary Public, in and for said County and State, personally appeared Elliott M. Caplow, known or identified to me to be the President of E.M. Caplow & Associates, Inc., General Partner of EMB-HAILEY, L.P., the California limited partnership that executed the foregoing instrument, and acknowledged to me that such limited partnership executed the same.

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

SEE ATTACHED

NOTARY PUBLIC FOR CALIFORNIA
Residing at: _____
My commission expires: _____

021 MOJER

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS - Page 12

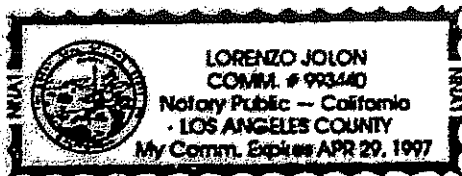
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California
County of Los Angeles } SS

On March 15, 1994 before me, Lorenzo Jolon, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Elliott M. Caplow
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER
President
TITLE(S)

☒ PARTNER(S) ☒ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Declaration of Covenants
Conditions and Restrictions
TITLE OR TYPE OF DOCUMENT

twelve
NUMBER OF PAGES

March 15, 1994
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

HAEMMERLE & HAEMMERLE, P.L.L.C.

P.O. BOX 1800
400 S. MAIN ST., SUITE 102
HAILEY, ID 83333
(208) 578-0520

FIRST BANK OF IDAHO
HAILEY, IDAHO 83333
92-376-1241

7/17/2007

PAY TO THE ORDER OF Idaho Department of Water Resources

\$ **205.00

Two Hundred Five and 00/100***** DOLLARS

Idaho Department of Water Resources

MEMO Northridge II - water right 37-22203

Tracy X. Hammer

MP

AEMMERLE & HAEMMERLE, P.L.L.C.

Idaho Department of Water Resources

7/17/2007

5679

205.00

checking First Bank Northridge II - water right 37-22203

205.00

AEMMERLE & HAEMMERLE, P.L.L.C.

Idaho Department of Water Resources

7/17/2007

5679

205.00

PAYMENT
RECORD

checking First Bank Northridge II - water right 37-22203

205.00