

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 37-21784
Date Received: 2/24/1989
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

NORTHRIDGE V SUBDIVISION OWNERS ASSN INC Phone: (208)578-0411
PO BOX 453
HAILEY ID 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
03N	18E	20	SE SW NW	BLAINE	

5. Description of diverting works:

HIAWATHA CANAL, UNNAMED LATERAL TO POU, DITCHES AND CONCRETE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	10/31	0.022	

7. Total Quantity Appropriated is:
0.022 C.F.S.

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	SE	NW	IRRIGATION	2.6
Section Acres						2.6
Total Acres						2.6

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:

AMOUNT CLAIMED IS ACTUALLY .7892 CFS.

This right is a split from former right 37-183B.

Property is also known as Lot 6, Blk 12, Northridge V Subdivision.

15. Basis of Claim: Decreed



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

June 15, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

NORTHRIDGE V SUBDIVISION OWNERS ASSN INC
PO BOX 453
HAILEY ID 83333

RE: SRBA Claim(s) 37-183B, 37-298D, 37-334F, 37-12869

Dear Claimants:

Pursuant to the notification that you own a portion of the property to which the above referenced adjudication claims are appurtenant, the department has split the original claims. Your portions have been numbered 37-21784, 37-21786, 37-21788 and 37-21890.

Enclosed please find your copies of the computer-generated claims. Review these documents and should you have any questions or corrections, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
MAY 26 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>37-12869</u>	<u>37-12869</u>	___	_____	_____	___
<u>37-334F</u>	<u>37-334F</u>	___	_____	_____	___
<u>37-298D</u>	<u>37-298D</u>	___	_____	_____	___
<u>37-183B</u>	<u>37-183B</u>	___	_____	_____	___
_____	_____	___	_____	_____	___

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) EMB-HAILEY LP A CALIFORNIA LTD PTNR
9530 PICO BLVD - LOS ANGELES, CA 90035
4. New Owner/Claimant(s) NORTH RIDGE V SUBDIVISION OWNERS ASSOCIATION
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or INC
- New Mailing Address PO Box 453-463
- City, State and ZIP Code HAILEY, ID 83333
- New Telephone Number (208)-578-0411 - DAU y WELLER, President
5. Date you acquired the property 25 MARCH 2003

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>37-12869 / 37-12869</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
<u>Irrigation</u>		
Stock		
Domestic		
Other		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>37-334F / 37-334F</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
<u>Irrigation</u>		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) [Signature] President
(Include title if applicable)
Northridge V Subdivision Owners Assoc. Inc
PO Box 453 Hailey, ID 83333

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in Item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>37-2980 / 37-2980</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
<u>Irrigation</u>	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>37-1838 / 37-1838</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
<u>Irrigation</u>	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Darryl Wells President
Northridge V Subdivision Owners Assoc. Inc
PO Box 453 Hailey, ID 83333

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____	Date _____	WR _____ Date _____

Idaho Department of Water Resources
Jeanie Robertson
1341 Fillmore Suite 200
Twin Falls, Idaho 83301-3380

RECEIVED

MAY 26 2006

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Dear Jeanie,

Thank you so much for your help in this matter. It is very much appreciated.

Please find enclosed documentation regarding the Northridge V Home Owners Association and its ownership of Lot 6 Block 12 Northridge Subdivision, and all other requested documents.

Notice of Change in Water Right Ownership
CC & R's and By Laws
Quitclaim Deed of Ownership
Plat Map
Copies of Adjudication reports
Survey Map

As per your conversation with Marcia on May 23, 2006 we would very much appreciate your help in completing section #6 on the Notice of Change in Water Right Ownership Form, and thank you in advance.

If you have any questions, please feel free to call either Marcia Hills at 208-726-4161 or me at 208-578-0411.

Sincerely,



DAVY WELLER, President Northridge V Subdivision Owners Association, Inc

COPY

QUITCLAIM DEED

FOR VALUE RECEIVED, **EMB-Hailey, L.P.**, a California Limited Partnership, hereinafter referred to as "Grantor," does hereby convey, release, remise and forever quitclaim unto **NORTHRIDGE V SUBDIVISION OWNERS' ASSOCIATION, INC.**, an Idaho non-profit corporation, whose address is c/o Dave Cropper, 400 North Main, Hailey, Idaho, 83333, all of its right, title and interest in and to the following described premises, to-wit:

Lot 6 in Block 12 of **NORTHRIDGE V SUBDIVISION**, Blaine County, Idaho, according to the official plat thereof, recorded as Instrument No. 390649, records of Blaine County, Idaho.

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

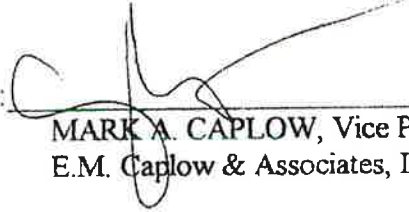
DATED this 25 day of MARCH, 2003.

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

Instrument # 481189

HAILEY, BLAINE, IDAHO
2003-04-01 11:44:00 No. of Pages: 1
Recorded for : DAVE CROPPER
MARSHA RIEMANN Fee: 3.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

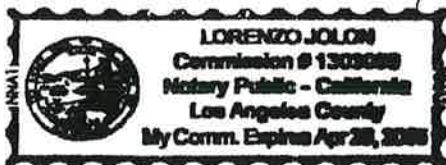
BY: E.M. CAPLOW & ASSOCIATES,
INC., a California corporation
Its General Partner

BY: 
MARK A. CAPLOW, Vice President
E.M. Caplow & Associates, Inc.

STATE OF CALIFORNIA)
)ss.
County of Los Angeles)

On this 25 day of March, 2003, before me, a Notary Public, in and for said County and State, personally appeared Mark A. Caplow, known or identified to me to be the Vice 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.



lrlwrealest/qcd EMB Hailey V

NOTARY PUBLIC
Residing at Los Angeles
My commission expires 04-29-2005
Commission # 1303050

MAKE CHECK PAYABLE TO:
VICKI L. DICK
BLAINE COUNTY TAX COLLECTOR
219 1ST AVE SO., SUITE 102
HAILEY, IDAHO 83333

2005 TAX BILL/RECEIPT

BILL# 554
CODE AREA 1-0003

PARCEL NUMBER
RPH04640120060A
L

1ST HALF DUE		2ND HALF DUE		FULL DUE		TOT MV	
TAX	.00	TAX	.00	TAX	.00		
LATE		LATE		LATE			
INT		INT		INT			
COST		COST		COST			
TOT		TOT		TOT		TOT LTS	1.000

NORTHRIDGE V SUBDIVISION
OWNERS ASSN INC
C/O DAVY WELLER PRES
BOX 453
HAILEY ID 83333

NORTHRIDGE SUB #5
LOT 6 BLOCK 12-COMMON AREA
2.62 SEC 4 2N 18E

1650 HEROIC RD 83333

*** IMPORTANT ***
PLEASE READ BOTH FRONT AND BACK
*** MONTHLY PAYMENTS ARE ACCEPTED ***

IF YOU FEEL YOU HAVE RECEIVED THIS BILL
IN ERROR CONTACT THE TREASURER'S OFFICE
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

COPY

PLEASE RETURN STUBS WITH TAX PAYMENT **
FOR TAX RELATED QUESTIONS CALL (208)
788-5530

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

NORTHRIDGE V SUBDIVISION

COPY



2005
BILL# 5541

2ND HALF

AMOUNT DUE .00

MAKE CHECKS PAYABLE TO:

BLAINE COUNTY
RPH04640120060A
1-0003

LATE
INT
COST
TOTAL

DELINQUENT IF NOT PAID ON OR BEFORE

DATE PAID

JUNE 20, 2006
CHECK #

TAXING DISTRICT	RATE
STATE	.0000000000
COUNTY	.000670984
AMBULANCE	.000105096
RECREATION	.000087982
HAILEY CITY	.001207559
HAILEY BONDS	.000162690
SCHOOL DIST #61	.003229416
SCHOOL BOND	.000193311
HAILEY CEM	.000073132
FLOOD #9	.000008250
*** NO TAX/SPECIAL DUE ***	

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Idaho Department of Water Resources
Jeanie Robertson
1341 Fillmore Suite 200
Twin Falls, Idaho 83301-3380

RECEIVED

MAY 26 2006

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SOUTHERN REGION

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Sincerely,



DAVY WELLER, President Northridge V Subdivision Owners Association, Inc

COPY

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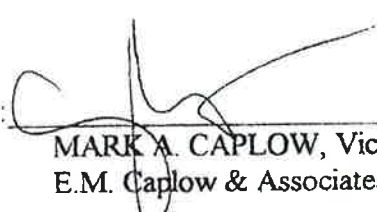
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a California Limited Partnership

Instrument # 481189

HAILEY, BLAINE, IDAHO
2003-04-01 11:44:00 No. of Pages: 1
Recorded for : DAVE CROPPER
MARSHA RIEMANN Fee: 3.00
Ex-Officio Recorder Deputy
Index to: WTYQ/CORP DEED

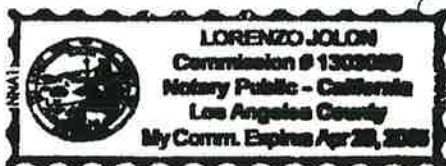
BY: E.M. CAPLOW & ASSOCIATES,
INC., a California corporation
Its General Partner

BY: 
MARK A. CAPLOW, Vice President
E.M. Caplow & Associates, Inc.

STATE OF CALIFORNIA)
)ss.
County of Los Angeles)

On this 25 day of March, 2003, before me, a Notary Public, in and for said County and State, personally appeared Mark A. Caplow, known or identified to me to be the Vice 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.



lrlwrealestqed EMB Hailey V


NOTARY PUBLIC
Residing at Los Angeles
My commission expires 04-28-2005
Commission # 1303050

MAKE CHECK PAYABLE TO:
VICKI L. DICK
BLAINE COUNTY TAX COLLECTOR
219 1ST AVE SO., SUITE 102
HAILEY, IDAHO 83333

2005 TAX BILL/RECEIPT

BILL# 554
CODE AREA 1-0003

PARCEL NUMBER
RPH04640120060A
L

1ST HALF DUE		2ND HALF DUE		FULL DUE		TOT MV	
TAX	.00	TAX	.00	TAX	.00		
LATE		LATE		LATE			
INT		INT		INT			
COST		COST		COST			
TOT		TOT		TOT		TOT LTS	1.000

NORTHRIDGE V SUBDIVISION
OWNERS ASSN INC
C/O DAVY WELLER PRES
BOX 453
HAILEY ID 83333

NORTHRIDGE SUB #5
LOT 6 BLOCK 12-COMMON AREA
2.62 SEC 4 2N 18E

1650 HEROIC RD 83333

*** IMPORTANT ***
PLEASE READ BOTH FRONT AND BACK
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788-5530

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

NORTHRIDGE V SUBDIVISION *COPY*



2005
BILL# 5541

2ND HALF

AMOUNT DUE .00

MAKE CHECKS PAYABLE TO:
BLAINE COUNTY
RPH04640120060A
1-0003

DELINQUENT IF NOT PAID ON OR BEFORE

JUNE 20, 2006
CHECK #

DATE PAID

TAXING DISTRICT	RATE
STATE	.000000000
COUNTY	.000670984
AMBULANCE	.000105096
RECREATION	.000087982
HAILEY CITY	.001207559
HAILEY BONDS	.000162690
SCHOOL DIST #61	.003229416
SCHOOL BOND	.000193311
HAILEY CEM	.000073132
FLOOD #9	.000008250
*** NO TAX/SPECIAL DUE ***	

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
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NORTHRIDGE V SUBDIVISION *COPY*



2005
BILL# 5541

1ST HALF

FULL

AMOUNT DUE .00

MAKE CHECKS PAYABLE TO:
BLAINE COUNTY
RPH04640120060A
1-0003

DELINQUENT IF NOT PAID ON OR BEFORE

DATE PAID

DECEMBER 20, 2005
CHECK #

LATE
INT
COST
TOTAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

NORTHRIDGE V SUBDIVISION

THIS DECLARATION, made on the date hereunder set forth by EMB-Halley, 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 V 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. "ASSOCIATION" shall mean and refer to the Northridge V Homeowners Association, described more particularly in Article V hereinbelow.

Section 2. "BASEMENT." Any habitable area 4'-0" or more below the ground level.

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

Section 4. "LOT" shall mean and refer to any platted Lot or tract of land shown upon the plat of the Northridge V Subdivision recorded in the official records of Blaine County, Idaho, with the exception of Lot 6, Block 12.

Section 5. "MEMBER" shall mean and refer to a member of the Association.

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

CC & R'S
BLAINE CO. REQUEST
390877
JUN 3 PM 4 03
Mary Green
CLERK
FEES \$ 93.00

Section 6. "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 V Subdivision.

Section 7. "SUBDIVISION" shall mean and refer to the Northridge V Subdivision, according to the official plat thereof recorded in the records of Blaine County, Idaho.

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 V 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 Halley 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 V 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 situated outside the building envelope indicated for each Lot on the official plat for the Subdivision or on any duly approved and recorded amended plat or re-plat of the Subdivision, or any portion thereof.

(c) No building shall be located on any lot nearer than 25 feet from the front lot line or nearer than 16.7 feet from any side street line.

(d) No building shall be located nearer than 10 feet from an interior lot line. No dwelling shall be located on any Lot nearer than 15 feet to the rear lot line.

(e) 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 Halley, 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

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS - Page 5**

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 Halley, 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 Lot 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 ARB 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 V Homeowners Association ("Association") are attached hereto as Exhibit "A" and hereby made a part of this declaration. Every Owner of a Lot in Northridge V Subdivision, with the exception of the Owner of Lot 6, Block 12, shall be entitled and required to be 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. A Member shall be entitled to one membership for each Lot owned by him. No person or entity other than an Owner of a Lot 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 the Lot to which it is appurtenant.

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 6, Block 12, Northridge V 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 of Lots within the Subdivision, and for such other purposes as the Declarant or Association may determine, including limited public access.

Ponds
✱
From and after acquiring title thereto, the Association shall be responsible to pay all real property taxes and assessments levied against said Lot 6, Block 12, Northridge V Subdivision, 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 6, Block 12, Northridge V Subdivision, and the improvements situated thereon, which rules and regulations shall be designed, in part, to limit the activities occurring on Lot 6, Block 12, Northridge V Subdivision, 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 6, Block 12, Northridge V Subdivision, 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

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS - Page 8**

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 6, Block 12, Northridge V Subdivision, without the prior approval of not less than 75% of the Members of the Association.

*
water rights
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 6, Block 12, Northridge V Subdivision, 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 Block 12 of the Subdivision, and every part and Lot thereof, hereby covenants, and each Owner hereafter acquiring a Lot in said Block 12 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 Members 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 6, Block 12, Northridge V Subdivision, 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 6, Block 12, Northridge Subdivision; 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 Members,

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS - Page 9

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 Member and the Lot to which said membership is appurtenant, which amount shall be equal to the total periodic assessment divided by the total number of Members. The amount levied against each Member shall be payable in the manner and times determined by the Association. Each period 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 Member 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.

*waterways
* 1/2 ponds*

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 Members and their Lots 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 Members, 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 Member pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on the Lot to which said membership is appurtenant, 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 Member shall be a personal obligation 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 seller and his 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 29th day of May, 1996.

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

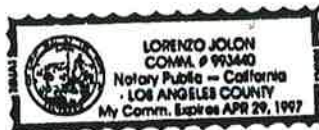
By: E.M. CAPLOW & ASSOCIATES, INC., a California corporation, its General Partner

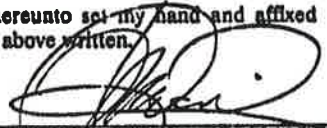
By: 
Elliott M. Caplow, President
E.M. Caplow & Associates, Inc.

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 29 day of May, 1996, 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, 97

01229501 JBA

ARTICLES OF INCORPORATION

FOR

NORTHRIDGE V SUBDIVISION OWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, all being persons of full age and citizens of the United States of America, do hereby voluntarily associate ourselves together for the purpose of forming a non-profit membership corporation, without capital stock, under and pursuant to the provisions of Title 30, Chapter 3, of the Idaho Code, the Idaho Non-Profit Corporation Act (the "Act"), and hereby make, acknowledge, and declare the following to be our Articles of Incorporation:

I.

Name

The name of the corporation shall be Northridge V Subdivision Owners' Association, Inc.

II.

Non-Profit Corporation

The corporation is an Idaho non-profit corporation, which shall have certificates of membership rather than capital stock, and which shall not declare or issue dividends or pecuniary profits to any of its members.

III.

Duration

The period of existence and duration of this corporation shall be perpetual.

IV.

Registered Office

The location and post office address of the registered office of the corporation, and its principal place of business, shall be 400 Main Street North, Halley, Idaho 83333.

ARTICLES OF INCORPORATION - 1

"EXHIBIT A"

V.

Registered Agent

The initial Registered Agent for the corporation shall be David Cropper, whose address is 400 Main Street North, Halley, Idaho 83333.

VI.

Purposes and Powers

This corporation is a homeowners' association, and its sole purpose is to own, operate, manage and maintain for the benefit of all property owners within Northridge V Subdivision, Blaine County, Idaho, all area within Lot 6, Block 12 of said subdivision. To fulfill that purpose, the corporation shall have the following powers:

- A. To acquire, by gift, purchase, or otherwise, own, improve, operate, maintain, repair, convey, transfer, sell, lease, or encumber real or personal property related to the purpose of the corporation.
- B. Subject to the terms, conditions, and limitations set forth in the Declaration of Covenants, Conditions, and Restrictions applicable to Northridge V Subdivision, to levy against lots situated in said subdivision, and the owners thereof, periodic assessments and special assessments reasonably determined to be necessary to defray the costs incurred by the corporation in the conduct of its affairs.
- C. To undertake, to the extent permitted by law, all duties and obligations imposed upon it by the Declaration of Covenants, Conditions, and Restrictions applicable to Northridge V Subdivision.
- D. To accept by grant, gift, bequest, appropriation, or otherwise to acquire, accept, or hold any funds, property, or other tangible or intangible thing to be used for the lawful purposes of the corporation.
- E. To incur debt, to borrow, and to secure the payment of money in any lawful manner, including the issuance and sale of bonds, debentures, notes, and other evidences of indebtedness as may be necessary to accomplish and further the lawful activities of the corporation.
- F. To make, enter into, perform, and carry out contracts of every kind or nature, including but not limited to, contracts and agreements of partnership and joint venture with any person, firm, association, corporation, county, municipality or other political subdivision of the State of Idaho, or other legal entity, public or private, for the purpose of engaging in any and all kinds of lawful enterprises which may be necessary or incidental to the achievement of the objectives and purposes of the corporation.

G. Without limiting any of the foregoing powers, the corporation shall have the power to do all acts and things necessary, incidental, or convenient to the promotion, either directly or indirectly, of the interests of the corporation, or for the purpose of obtaining and furthering any of its objectives or purposes, as hereinabove defined and specified, and to do any and all acts and things which may now or hereafter be authorized for non-profit corporations by the laws of the State of Idaho.

VII.

Membership

Interest in this non-profit corporation shall be evidenced by certificates of membership. Each owner of a platted lot in Northridge V Subdivision, according to the official plat thereof recorded in the records of Blaine County, Idaho, with the exception of Lot 6, Block 12, shall be a member of the corporation. Such membership shall at all times be identified with, and appurtenant to, the ownership of said platted lots, no membership shall be subject to or conditioned upon the approval of the board of directors or other members. There shall be the right to one (1) vote for each membership, whether said membership, and the appurtenant ownership in a platted lot, is held in common, jointly, or separately. In the event any one of said lots is owned by more than one person or entity, the membership appurtenant to that lot shall be held by said persons or entities in the same fractional interests; provided, however, that all such owners shall be entitled to cast only one vote collectively for each membership in the corporation. No person or entity who is not the owner of a platted lot in Northridge V Subdivision, or an interest therein, shall become or remain a member of the corporation, and each membership, or interest therein, shall be transferred automatically upon the transfer of ownership of the platted lot, or interest therein, to which it is appurtenant.

Each member in good standing shall be entitled to vote in person or by written proxy, dated and signed by the member; provided, however, that no such proxy shall be valid beyond eleven (11) months after its execution, and it shall expire in the event the person or entity executing it is no longer a member in the corporation.

VIII.

Dues and Assessments

Each member shall be deemed to covenant and agree with every other member, and with the corporation, to pay dues and assessments duly levied by the corporation for the purposes provided in these Articles of Incorporation. Dues and assessments shall be made, secured, and collected as to each platted lot within Northridge V Subdivision (with the exception of Lot 6, Block 12), and the owners thereof, as provided in the corporation Bylaws and the Declaration of Covenants, Conditions, and Restrictions applicable to the Northridge V Subdivision.

IX.

Bylaws

Bylaws not inconsistent with the Articles of Incorporation may be adopted, altered, amended, or repealed at any duly constituted meeting of the Board of Directors, by an affirmative vote of a majority of the members present at such meeting. A quorum for any such meeting shall be the attendance of Directors entitled to cast not less than a majority of the total votes entitled to be cast by all members of the Board of Directors.

X.

Board of Directors

The corporation shall be managed by a Board of Directors comprised of five (5) persons. The first Board of Directors shall be Elliott M. Caplow, 9530 Pico Boulevard, Second Floor, Los Angeles, California 90035; Bradley R. Caplow, 9530 Pico Boulevard, Second Floor, Los Angeles, California 90035; Mark A. Caplow, 9530 Pico Boulevard, Second Floor, Los Angeles, California 90035; David Cropper, 400 Main Street North, Halley, Idaho, 83333; and J. Evan Robertson, 142 Third Avenue North, Twin Falls, Idaho, 83301, who shall serve until the first organizational meeting of the members, at which time a new Board of Directors shall be elected, each of whom shall serve a term of two (2) years from the date he or she is elected, or until his or her successor has been duly elected, whichever shall last occur.

XI.

Distribution of Assets on Dissolution

Upon dissolution, the corporation shall make distributions only in conformity with the provisions of Section 30-3-109 of the Idaho Code.

XII.

Subscriptions for Membership

As of the time of the filing of these Articles, EMB-Halley, L.P., a California limited partnership, 9530 Pico Boulevard, Los Angeles, California, 90035, is the sole subscriber to membership in the corporation.

XIII.

Amendment

These Articles of Incorporation may be amended only upon receiving the following approvals:

A. By an affirmative vote of a majority of the full Board of Directors at a duly constituted meeting of the Board called for the purpose of considering said amendments; and

B. By the affirmative vote of a majority of the total members of the corporation, cast at a duly constituted meeting of the members called for that purpose.

XIV.

Incorporator

The incorporator of this corporation is as follows:

<u>Name</u>	<u>Address</u>
Mark A. Caplow	9530 Pico Boulevard, Second Floor Los Angeles, CA 90035

IN WITNESS WHEREOF, the undersigned has set his hand this ____ day of _____, 1996.

"Incorporator"

MARK A. CAPLOW

STATE OF CALIFORNIA

County of _____

}

On the _____ day of _____, 1996, before me, a Notary Public, in and for said County and State, personally appeared Mark A. Caplow, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR CALIFORNIA

Residing at: _____

My commission expires: _____

08189501JER

ARTICLES OF INCORPORATION - 6

BYLAWS
OF
NORTHBRIDGE V SUBDIVISION OWNERS' ASSOCIATION, INC.

ARTICLE I

Offices

Section 1. Principal Office. The principal office of Northridge V Subdivision Owners' Association, Inc., an Idaho non-profit corporation (the "Corporation") shall be located at 400 Main Street North, Halley, Idaho 83333, or at such other location as may, from time to time, be designated by the board of directors of the Corporation.

Section 2. Registered Office. The registered office of the Corporation to be maintained in the State of Idaho shall be located at 400 Main Street North, Halley, Idaho 83333, and may be changed from time to time by the board of directors.

ARTICLE II

Members

Section 1. Admission to Membership. For purposes of these Bylaws, the term "Lot" shall include each and every lot situated in Northridge V Subdivision, Blaine County, Idaho, according to the official plat thereof recorded in the records of Blaine County, Idaho, with the exception of Lot 6, Block 12, of said subdivision, which is designated as common area to be owned by the Corporation for the mutual benefit and enjoyment by the owner of all Lots within said Subdivision. Every person or entity owning a Lot in Northridge V Subdivision from and after the date of incorporation for the Corporation shall be entitled and required to be a member of the Corporation for so long as said person or entity

continues to be an owner of a Lot in said subdivision. If title to any such Lot is held by more than one person or entity, the membership appurtenant to that Lot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Lot is held; provided that only one membership shall be appurtenant to each Lot in Northridge V Subdivision, and any joint or common owners of said membership shall collectively appoint one person to vote that membership in the Corporation. No person or entity other than an owner of a Lot in Northridge V Subdivision may be a member of the Corporation, and a membership may not be transferred except in connection with the transfer of the Lot to which it is appurtenant, or interest in such Lot. Conditions of membership and procedures for suspension or termination of a membership by the Corporation may be established from time to time by the board of directors.

Section 2. Classes of Membership. The Corporation shall have one class of membership.

ARTICLE III

Meetings

Section 1. Annual Meetings. An annual meeting of the members shall be held during the month of January in each year beginning in the year 1996, with the exact date, time, and place of the meeting to be established by the Board of Directors, for the purpose of electing Directors, and for the transaction of such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called by the Board of Directors or upon the request of not fewer than 50% of the members of the Corporation.

Section 3. Place of Meetings. The Board of Directors may designate any place, either within or without the State of Idaho, as the place of meeting for any annual meeting or any special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be the principal office of the Corporation in the State of Idaho.

Section 4. Notice of Meeting. Not later than three days prior to the date of any regular or special meeting of the members, notice of said meeting, including the time, place, and purpose of the meeting, shall be given to each member by personal service, by telephone, or by mail; provided, however, that if notice is given by mail, it shall be placed in the U.S. mail, postage prepaid, addressed to the member to whom it is directed at his last known address, not later than seven days prior to the date of the meeting.

Section 5. Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Idaho Non-Profit Corporation Act as set forth in Title 30, Chapter 3, Idaho Code (the "Act") or under the provisions of the Articles of Incorporation for the Corporation (the "Articles") or these Bylaws, or by the Declaration of Covenants, Conditions, and Restrictions of Northridge V Subdivision, Blaine County, Idaho (the "Declaration") a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 6. Officers of the Members Meeting. The presiding officer at all meetings of the membership shall be the president of the Corporation or, in the absence of the president, the vice president or, in the absence of both the president and the vice president, a chairman elected by the members present at the meeting. The secretary of the Corporation or, in the absence of the secretary, any person appointed by the presiding officer of the meeting, shall act as secretary for the meeting.

Section 7. Quorum and Voting Requirements. A majority of the membership entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the members. The members present or duly organized and convened meeting where a quorum is present can continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum present after the meeting has started. If a quorum is present, the affirmative vote of the majority of the memberships represented at the meeting and entitled to vote on the subject matter shall be the act of the membership, unless the vote of a greater number is required by the Act, the Articles, the Bylaws, or the Declaration.

Section 8. Proxies. A member may vote either in person or by proxy executed in writing by the member. No proxy shall be valid after eleven months from the date of its execution. Every proxy shall be revocable at the pleasure of the member who executed it.

Section 9. Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of the members of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have

the same effect as a unanimous vote of the membership, and may be stated as such in any articles or documents filed with the Idaho Secretary of State under the Act.

ARTICLE IV

Directors

Section 1. General Powers and Standard of Care. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction, of the Board of Directors. A director shall perform his duties in good faith, in a manner which such director reasonably believes to be in the best interest of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing such duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;
- (b) Counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such persons professional area of competence; or
- (c) A committee of the Board upon which such director does not serve, duly designated in accordance with the provisions of these Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

Section 2. Tenure and Qualifications. The number of directors shall be five, and each director shall be elected for a two-year term, and shall hold office until the end of that term or until a successor has been elected and qualified. Directors must be members of the Corporation at the time of election and throughout their terms. Notwithstanding the foregoing, until the 1996 annual meeting of the membership, at which meeting all five directors shall be elected, or until their successors are duly elected by the membership, Mark A. Caplow, Elliott M. Caplow, Bradley R. Caplow, David Cropper and J. Evan Robertson shall serve as the members of the Board of Directors.

Section 3. Vacancies. Any vacancy occurring on the Board of Directors in a directorship to be filled by reason of any increase in the number of directors shall be filled by the remainder of the Board of Directors. Directors so appointed to fill a vacancy or a newly created directorship, shall stand for election at the next annual meeting of the membership.

Section 4. Removal of Directors. Any director may be removed from office for cause by the affirmative vote of two-thirds (2/3) of the members of the Association.

Section 5. Meetings. The Board of Directors may hold regular meetings at such times and places as it may establish, provided that in no event shall said meetings be held less frequently than once a year. Special meetings of the Board of Directors may be called by or at the request of the president of the Corporation, or by any two directors. The person or persons authorized to call special meetings of the Board may designate the time and place for holding such meetings, and the agenda for such special meetings.

Section 6. Notices. Unless waived in writing by the person entitled thereto, notice of any regular or special meeting of the Board of Directors shall be given at least three (3) days previous thereto if delivered personally or seven (7) days previous thereto if sent by mail to each director at his address as shown by the records of the Corporation. The purpose of any special meeting of the Board shall be specified in the notice or waiver or notice of such meeting. Waiver of the notice requirement herein set forth must be in writing and be signed by the director waiving notice.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; if fewer than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice. Once a quorum is established, it shall remain for the duration of the meeting, despite subsequent withdrawals from the meeting by one or more directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be act of the Board of Directors, unless otherwise provided by law or by the Articles or Bylaws of the Association.

Section 8. Informal Action. Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent, in writing, setting forth the action as taken shall be signed by a majority of the directors.

Section 9. Compensation. The officers and directors shall serve without compensation, but reasonable expenses incurred may be reimbursed when expended for an in the interests of the Corporation, and approved by the Board of Directors.

Section 10. Director Conflicts of Interest. No contract or other transaction between the Corporation and one or more of its directors or any other Corporation, firm, association, or entity in which one or more of the directors are directors or officers, or are financially interested, shall be void or voidable simply because of such relationship or interest, or because such director or directors are present at the meeting of the Board of Directors, or a committee thereof, which authorizes, approves, or ratifies such contract or transaction, or because such director or directors' votes are counted for such purposes, if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors, or committee, which authorizes, approves, or ratifies the contract or transaction; and

(b) The contract or transaction is fair and reasonable to the Corporation, and the fact of such relationship or interest is fully and fairly disclosed or known to the Corporation.

Section 11. Loans to Directors. The Corporation shall not lend money to or use its credit to assist its directors or officers.

ARTICLE IV

Officers

Section 1. Number and Title. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, and such other officers as may be appointed by the Board of Directors. Any two or more offices may be held by the same person, except the office of president.

Section 2. Term of Office. The officers of the Corporation shall be appointed by, and serve at the pleasure of, the Board of Directors. All vacancies in any of the offices may be filled by the Board of Directors.

Section 3. President. The president shall preside at all meetings of the Board of Directors and the meetings of the general membership. The president may sign, with the secretary, or any other proper officer, any deed, mortgage, bond, contract, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to some other officer or agent of the Corporation. The president shall perform all duties incident to the office, and such other specific duties as shall be prescribed from time to time by the Board of Directors.

Section 4. Vice President. In the absence of the president, or in the event of the president's inability or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers and be subject to all of the restrictions upon the president. Any vice president shall perform such other duties as may from time to time be assigned by the Board of Directors.

Section 5. Secretary. The secretary shall keep the permanent minutes of the meetings of the Board of Directors and of the meetings of the general membership, in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law, be the custodian of the corporate records and corporate seal, keep a register of the name and post office address of each member of the corporation, and in general perform all duties incident to the office of

secretary, and such other specific duties as may from time to time be assigned to the office by the president or the Board of Directors.

Section 6. Treasurer. The treasurer shall have charge and custody, and be responsible for, all funds and securities of the Corporation, and deposit all monies in the name of the Corporation at such bank or other financial institution as shall be selected by the Board of Directors, and in general perform all of the duties incident to the office of treasurer, and such other specific duties as may from time to time be assigned by the Board of Directors or the president.

ARTICLE VI

Committees

Section 1. Appointment of Committees. The Board of Directors may establish such committees as it deems necessary or appropriate to carry out the business of the Corporation. Committees designated by the Board of Directors may be composed of officers, directors, or members of the Corporation. Each committee shall have the duties and responsibilities delegated to it by the Board of Directors.

Section 2. Term of Office. All committee members shall serve at the pleasure of the Board of Directors, and the Board may remove members or disband committees as it deems appropriate.

ARTICLE VII

Miscellaneous

Section 1. Indemnification. The Corporation shall indemnify any director, officer, or former director or officer, of the Corporation against expenses actually and reasonably

incurred in connection with the defense of any action, suit, or proceeding, civil or criminal, in which such officer or director is made a party by reason of having been a director or officer, except in relation to matters as to which said director or officer is adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty to the Corporation.

Section 2. Depositories. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, savings and loan associations, trust companies, or other institutional depositories as the Board of Directors may elect.

Section 3. Contracts. The Board of Directors may authorize any officer of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4. Checks and Drafts. All checks, drafts or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such persons and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the president.

Section 5. Investment. Any funds of the Corporation which are not needed currently for the activities of the Corporation may, at the discretion of the Board of Directors, be invested in such investments as are permitted by law.

Section 6. Financial Statements. Statements of the financial condition of the Corporation shall be provided to the members not less frequently than once a year, and at the request of any member, or at the discretion of the Board of Directors, said financial statements shall be prepared and reviewed by a certified public accountant to be selected by the Board of Directors.

Section 7. Books and Records. The Corporation shall keep correct and complete books and records of all accounts, and shall also keep minutes of the proceedings of all meetings of its members and Board of Directors, and shall keep the record giving the name and address of the members entitled to vote. All books and records of the Corporation may be inspected by any member or his agent or attorney at any reasonable time upon request.

Section 8. Amendments. These Bylaws may be altered, amended, or repealed, and a new set of Bylaws adopted, by a three-quarters (3/4) majority vote of the voting members of the Corporation, at a meeting duly noticed and convened for that purpose.

DATED this ____ day of _____, 1996.

Mark A. Caplow

Elliott M. Caplow

Bradley R. Caplow

David Cropper

J. Evan Robertson

"DIRECTORS"

SECRETARY'S CERTIFICATION

The foregoing Bylaws have been duly adopted by the members at its organizational meeting held on the ____ day of _____, _____.

Acting Secretary: David Cropper
Dated: _____

001570002.pdf

BYLAWS - 13

** TOTAL PAGE.020 **

— 2 —

QUESTIONS

UNPLATED

Courtesy Of:
Sawtooth Title Co.
Box 188
Ketchikan, Alaska 99901
726-4999

PROJECT

3E194FP
SHEET 1 OF 4

LEGEND

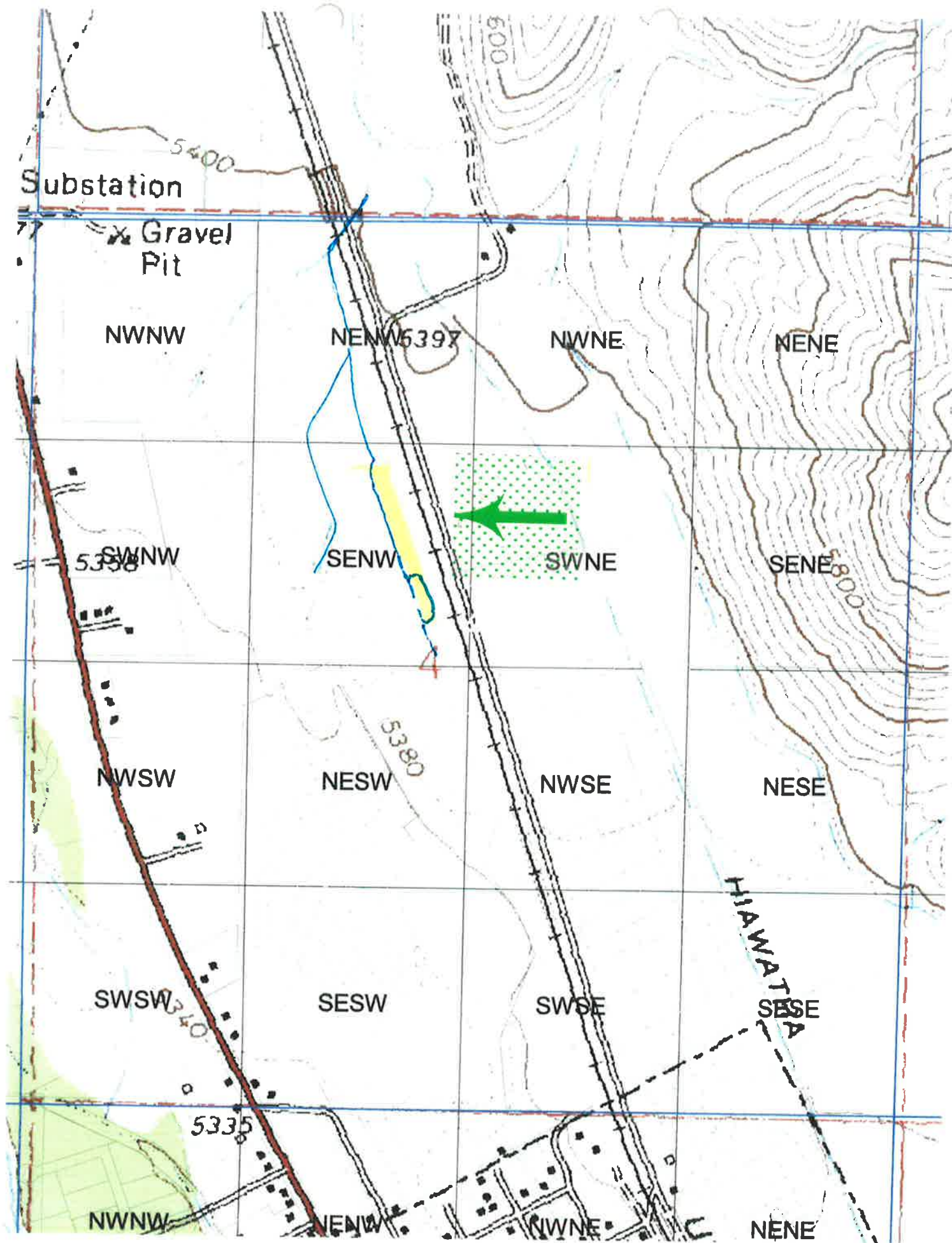
1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

BLDG SETBACK LINE
SET BRASS CAP IN CONCRETE
INITIAL POINT
FOUND BRASS CAP
FOUND 5/8" PEGS & CAP (15 1000)
FOUND 1/2" REBAR
SET 5/8" & 30" REBAR & CAP
SET 1/2" & 34" REBAR & CAP

Year	Population (millions)
1960	10
1965	12
1970	14
1975	17
1980	20
1985	23
1990	25

Engineers, Inc.
C-2032279 / SUPERVISOR / JUNE 1998





12/18/2006

**NOTICE OF ERROR
REPLY**

RECEIVED

JAN 09 2007

DEPARTMENT OF
WATER RESOURCES

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: 01/05/2007

Water right number: 37-21784

NORTHBRIDGE V SUBDIVISION OWNERS ASSN INC

PO BOX 463

HAILEY ID 83333

Telephone Number: (208)578-0411

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:

1-3-07

SIGNATURE:

William D Weller

Please print your name:

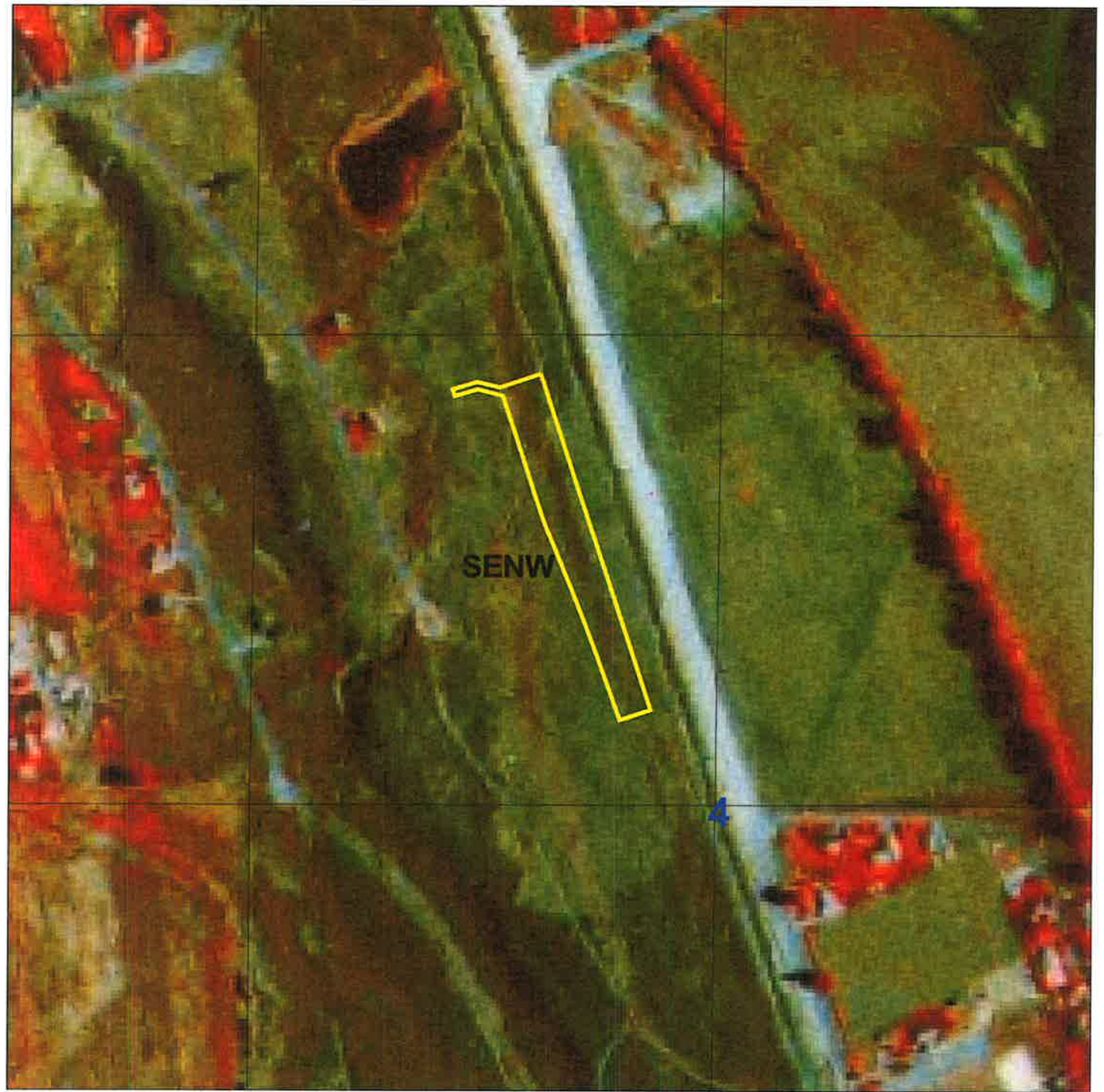
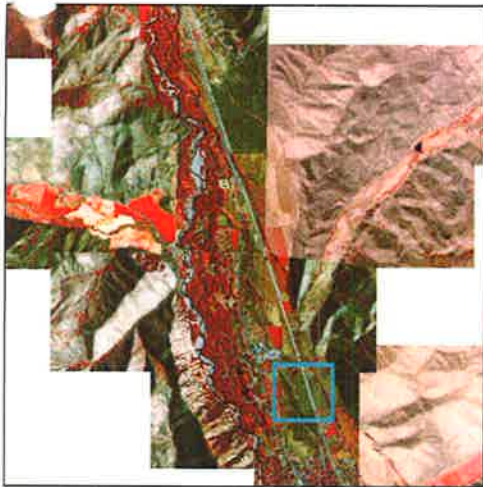
William D Weller

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

COPIED

JAN 09 2007

37-21784



11/08/2006

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

RIGHT NUMBER: 37-21784

NAME AND ADDRESS: NORTHRIDGE V SUBDIVISION OWNERS ASSN INC
PO BOX 463
HAILEY ID 83333

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.022 CFS

PRIORITY DATE: 05/01/1888

POINT OF DIVERSION:

T03N R18E S20 SESWNW Within BLAINE County

Water diverted from Headgate #22 delivered through Hiawatha Canal.

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

0.022 CFS

PLACE OF USE:

IRRIGATION in BLAINE County

T02N R18E S04

SENW

2.60

2.6 ACRES TOTAL

Right Nos. 37-21784, 37-21786, 37-21788 and 37-21790 are limited to the
irrigation of a combined total of 2.6 acres in a single irrigation season.

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

This right is a split from former right 37-183B.



Idaho Department of Water Resources

SRBA Recommendation:

37-21784

37-21786

37-21788

37-21790

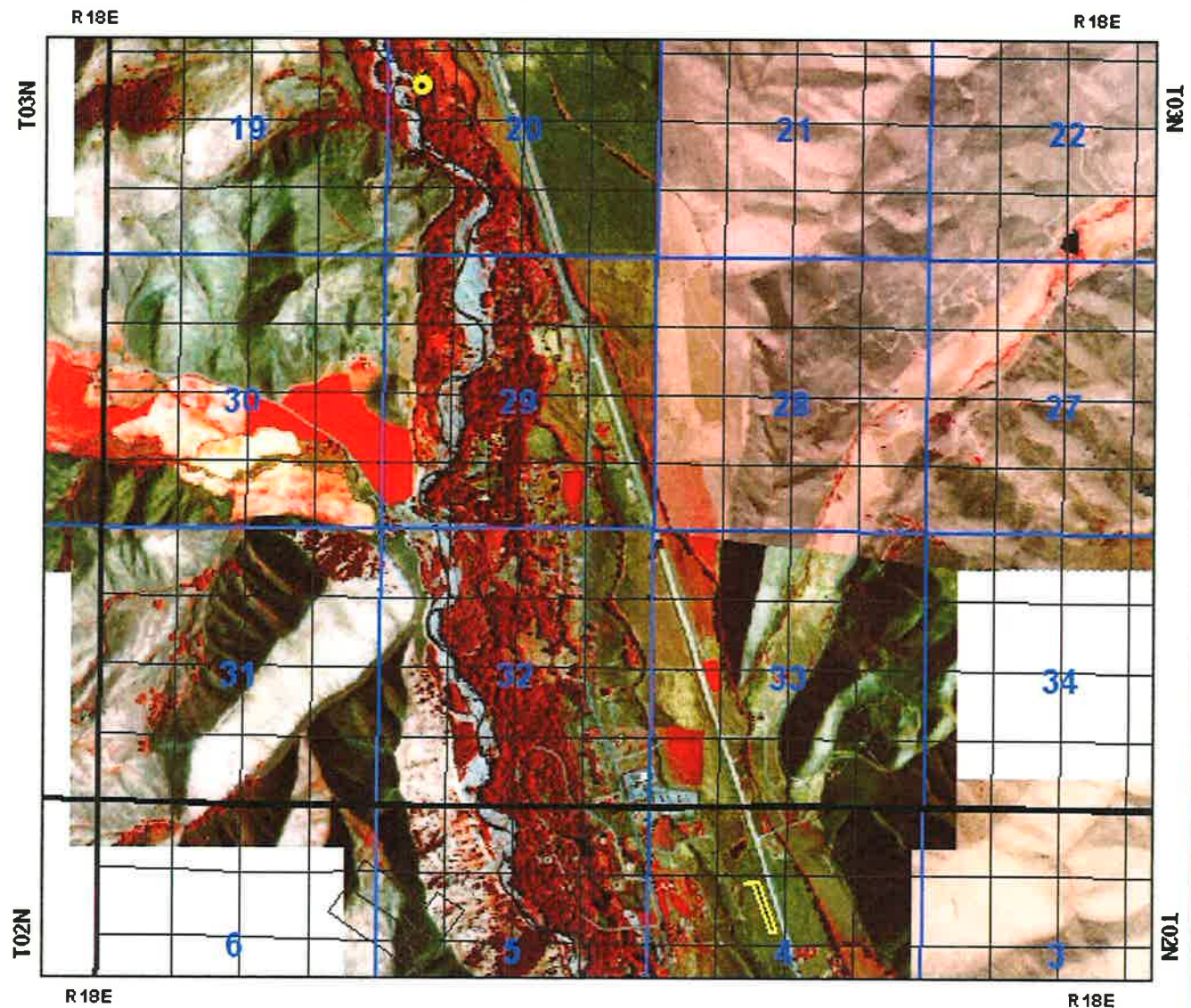
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



0 1 2 Miles



Prepared by E. Norques
On Thursday, November 9, 2006
1987/88 Aerial Photography



Idaho Department of Water Resources

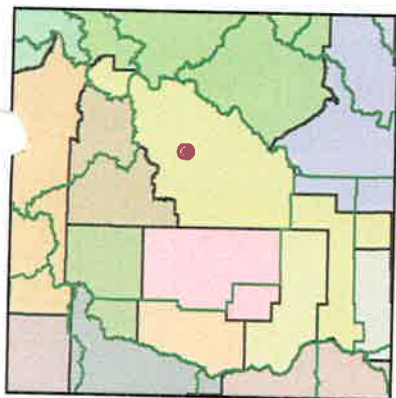
SRBA Recommendation:

37-21784

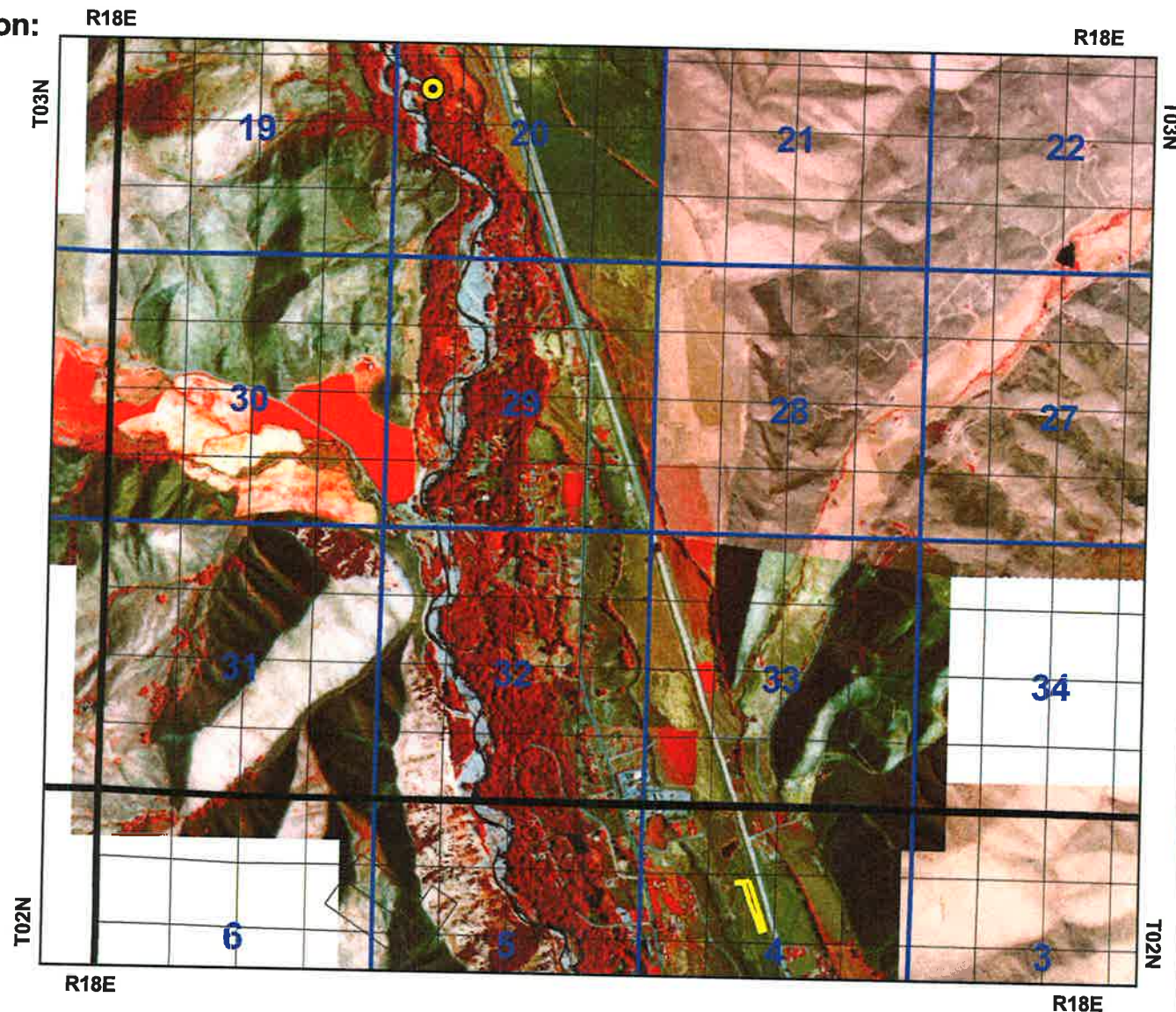
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



0 1 2 Miles

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