

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 29 2018
Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
34-13931	Yes ☒		Yes ☐		Yes ☐
~~34-13931~~ 34-14659	Yes ☐		Yes ☐		Yes ☐
34-02425 ?	Yes ☐		Yes ☐		Yes ☐
not sure found # in CC&R's	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Robert Silacci
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Buster K Ranch, LLC Bruce Butler and Kim Butler
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or ☐ and/or
- PO Box 19736 Fountain Hills AZ 85269
Mailing address City State ZIP
928.242.1498 bruce.civil@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: January 1992
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA
IN FILE # 34-13931

8. Signature: [Signature] Member 5.21.2018
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Member 5.21.2018
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 5/29/18 Receipt No. E044052 Receipt Amt. \$100. -
Approved by MH Processed by MH Date 5/30/2018



BCT #ACCOMMODATION

This form furnished by
Blaine County Title, Inc.

QUITCLAIM DEED

THIS INDENTURE, Made this 8th day of January 25, 1992
in the year of our Lord one thousand nine hundred and ninety ~~one~~ ^{two} between

LOST RIVER DEVELOPMENT COMPANY,

as Grantor and

BRUCE BUTLER, AN ~~UNMARRIED~~ MAN,

as Grantee

whose current address is P.O. BOX 478, HAILEY, ID 83333

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows, to-wit:

LOT SIX (6) OF BLOCK 1, CROWS NEST ESTATES ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD AS INSTRUMENT NO. 200401, RECORDS OF CUSTER COUNTY, IDAHO.

Make into Deed
of Trust
to Linda Anderson

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

W. H. Butler
LOST RIVER DEVELOPMENT COMPANY

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

STATE OF IDAHO, COUNTY OF _____
On this _____ day of _____, 19____,
before me, a Notary Public in and for said State, personally appeared _____

identified to me on the basis of satisfactory evidence or known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Residing at _____
Notary Public,
Idaho.

STATE OF IDAHO, COUNTY OF _____ 201057
I HEREBY CERTIFY That this instrument was filed for record at the request of *Bruce Butler*

at _____ minutes past _____ o'clock P.M.,
this 3rd day of February 1992, in my office and duly recorded in Book _____
of Mortgages at page *Echelle M. Peck*

By *Wandy Murphy*
Ex-Officio Recorder
Deputy

Fees \$ 15.00
Mail to:



ACCOMODATION

QUITCLAIM DEED

THIS INDENTURE, Made this 24th day of JULY

in the year of our Lord one thousand nine hundred and NINETY TWO

between

BRUCE BUTLER, AN UNMARRIED MAN

as Grantor and

BRUCE BUTLER AND KIM BUTLER, HUSBAND AND WIFE.

as Grantee

whose current address is P.O. BOX 478, HAILEY, ID 83333

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows, to-wit:

LOT SIX (6) OF BLOCK 1, CROWS NEST ESTATES ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD AS INSTRUMENT NO. 200401, RECORDS OF CUSTER COUNTY, IDAHO.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

[Signature]
BRUCE BUTLER

STATE OF IDAHO, COUNTY OF

On this 24th day of July, 1992
before me, a Notary Public in and for said State, personally appeared

[Signature]
identified to me on the basis of satisfactory evidence or known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]
DONNA MCKENZIE
NOTARY PUBLIC
STATE OF IDAHO
Residing at *[Signature]* Idaho.
5/1/98

STATE OF IDAHO, COUNTY OF

I HEREBY CERTIFY That this instrument was filed for record at the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____,
19 _____, in my office and duly recorded in Book _____
of Mortgages at page _____

Ex-Officio Recorder.

By _____ Deputy

Fees. \$
Mail to:

DEED OF RECONVEYANCE

203209

BLAINE COUNTY TITLE, INC. dba Blaine County Title Associates as Trustee

in the Deed of Trust executed by BRUCE BUTLER AND KIM BUTLER

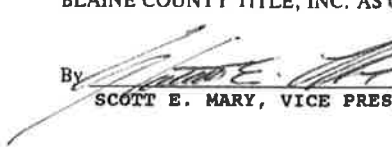
recorded, August 03, 1992 as Instrument No. 0202116 Mortgage records
CUSTER of Blaine County, Idaho pursuant to the written request of the beneficiary, does hereby GRANT and RECONVEY unto the
PARTIES ENTITLED THERETO, LOT 6 BLK 1 CROWS NEST ESTATES

without warranty, all the estate and interest derived to it by or through said Deed of Trust, in the lands therein described.

The corporate name subscribed by its Vice President, and the seal affixed by its Secretary, is pursuant to a resolution authorizing the execution of this reconveyance duly adopted by its Board of Directors.

Dated: November 12, 1992

BLAINE COUNTY TITLE, INC. AS GENERAL PARTNER

By 
SCOTT E. MARY, VICE PRESIDENT



State of Idaho

SS.

County of Blaine

On this 12th day of November, 1992, before me, the undersigned, a Notary Public, in and for said State, personally appeared SCOTT E. MARY

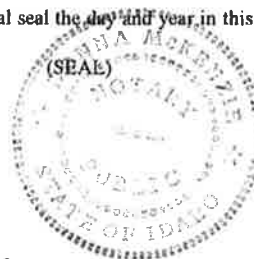
known to me to be the VICE PRESIDENT of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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


Notary Public

Residing at: GANNETT, IDAHO

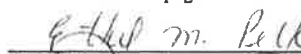
Commission Expires: 05/01/98

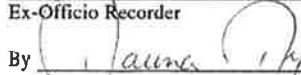


State of Idaho, County of Blaine Custer

I HEREBY CERTIFY that this instrument was filed for record at the request of

at 4:00 minutes past 13th day of November, 1992, in my office and duly recorded in Book of Satisfaction at page


Ex-Officio Recorder

By 
Deputy

Fees: \$ 3.00

Mail to: MR & MRS. BRUCE BUTLER
P.O. BOX 476
HAILEY, ID 83333

RECORDATION REQUESTED BY:
Bruce T. Butler
P.O. Box 19736
Fountain Hills, Arizona 85269
AND WHEN RECORDED MAIL TO:
Bruce T. Butler
P.O. Box 19736
Fountain Hills, Arizona 85269

244625
Custer County Reg. of
Bruce T. & Kim M. Butler
Time 11:14 A.M. Date 9-20, 2011
Barbara C. Florney, Clerk
[Signature] \$ 10.00
Deputy

SPACE ABOVE IS FOR RECORDER'S USE ONLY

QUITCLAIM DEED

FOR VALUE RECEIVED, **BRUCE T. and KIM M. BUTLER**, Husband and Wife, hereinafter the Grantor, does hereby convey, release, remise and forever quitclaim to **BUSTER K RANCH, LLC**, an Arizona Limited Liability Company, whose current address is P.O. Box 19736, Fountain Hills, Arizona 85269, Hereinafter called the Grantee, the following described premises located in Custer County, Idaho, which is more particularly described as follows, to-wit:

Lot 6 Block 1 of the Crows Nest Estates according to the official plat thereof, filed for record on October 15, 1991 as Instrument No. 200401 at the office of the Custer County Recorder.

together with all appurtenances.

DATED this 16th day of September, 2011

By GRANTOR:

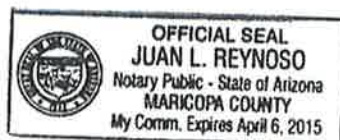
[Signature]
BRUCE T. BUTLER

[Signature]
KIM M. BUTLER

STATE OF ARIZONA)
County of Maricopa)ss

On this 16th day of September, 2011, before, a notary public, personally appeared **BRUCE T. BUTLER and KIM M. BUTLER**, known or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



[Signature]
Notary Public for State of Arizona

Residing at: 14300 N. Northsight Blvd #117

Commission Expires: 4-6-2015

Scottsdale, AZ
85260

Big Lost River Ground Water District

Physical Address: 159 N Idaho Street Suite 106

Mailing address: P.O. Box 721

Arco, Idaho 83213

Phone and Fax 208-591-3982

Website: <https://www.blrgwd34.weebly.com>

June 27, 2017

BUSTER K RANCH
BRUCE BUTLER
PO BOX 196736
FOUNTAIN HILL, AZ 85268

RE: Water Right Update

Mr. Butler:

As we were updating our records, we find that you have water rights pertaining to your property at BLK 1 LOT 6 in the CROWS NEST ESTATES. According to the "First Amendment to Master Declaration of Covenants, Condition and Restrictions of the Crow's Nest Subdivision" (Document #206833 Custer County) you have a total of .092 cfs of ground water rights.

Enclosed you will find the following:

1. 2017 Ground Water Assessment
2. Documents for transferring the Water Rights into your names

Having your water rights recorded properly is not only required by law, but it also upgrades your property and its value.

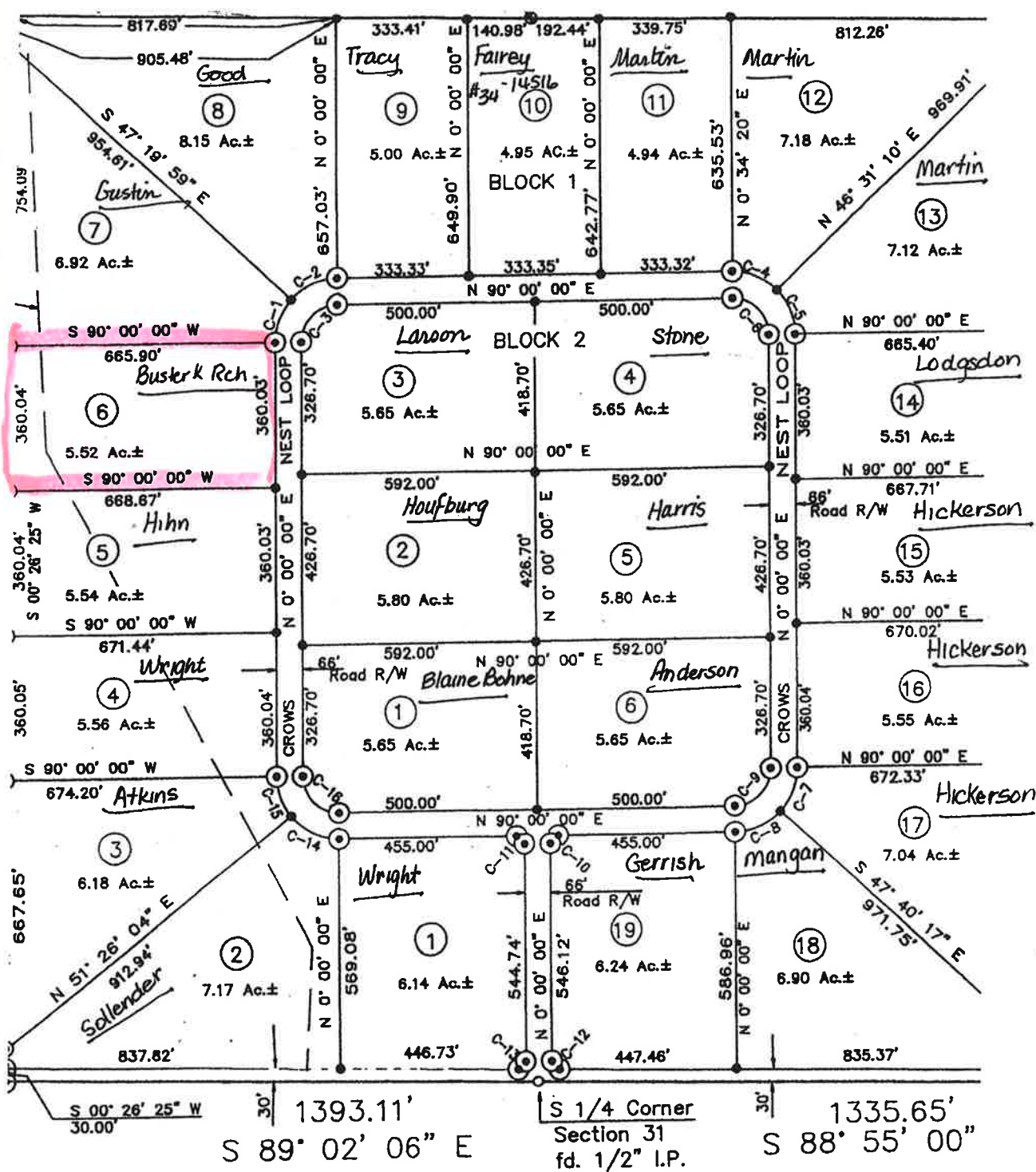
Respectfully yours,



Debbie Broadie, Office Manager
Big Lost River Ground Water District

Enc. Bill and Transfer papers

(1) See Report of the Idaho Department of Water Resources In the Matter of the Petition to form the Big Lost River Ground Water District, at p. 5.



MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AS TO THE USE OF THE REAL PROPERTY EMBRACED WITHIN THE
CROWS NEST ESTATES SUBDIVISION LOCATED IN CUSTER COUNTY, IDAHO

THIS MASTER DECLARATION is made this 17 day
of October, 1991 by LOST RIVER DEVELOPMENT
COMPANY, an Idaho Partnership, herein called "Grantor".

R E C I T A L S:

(a) Grantor is the owner of certain real property in the County of Custer, State of Idaho, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, which real property is hereinafter referred to as "Crows Nest Estates Subdivision."

(b) Grantor intends to provide at the present time for the subdivision of the real property described in Exhibit "A", Crows Nest Estates Subdivision, under the applicable laws and requirements of the State of Idaho and Custer County, Idaho.

DECLARATION

NOW, THEREFORE, Grantor hereby declares that Crows Nest Estates Subdivision is and shall hereafter be held, conveyed, encumbered, leased and used subject to the following covenants, conditions, restriction, and equitable servitudes imposed in furtherance of a plan for the subdivision, improvement and sale of lots within the Crows Nest Estates Subdivision, and to enhance the value, desirability and attractiveness of such property. The restrictions set forth herein shall run with the real property included within the Crows Nest Estates Subdivision and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof, and inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, its successors in interest, and may be enforced by Grantor, by any owner or its successors in interest, or by the master association.

These restrictions shall not be construed so as to unreasonably interfere with or prevent normal construction activities during any construction of improvements by any owner (including Grantor) upon property owned within the Crows Nest Estates Subdivision, provided that when completed, such improvements shall in all ways conform to these restrictions. Specifically, no such construction activity shall be deemed to constitute a nuisance or violation of these restrictions by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including, but not limited to, any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

0200438

Custer County Rec. of

Robert Schaefer

Time 10:55 A.M.

Oct 21 1991

Ethel M. Peck Clerk
Wendy Murphy Deputy

\$12.00

Further, the Crows Nest Estates Subdivision Restrictions shall not be construed as to prevent or limit Grantor's right to maintain construction, sales or leasing offices or similar facilities on any property in the Crows Nest Estates Subdivision owned by Grantor or on the property of any owner if he consents to such use, nor to prevent or limit the Grantor's right to post signs incidental to construction, sales or leasing.

ALSO, for the purpose of keeping this tract desirable for residential purposes, the Grantees for themselves, their heirs, successors and assigns in interest to said real estate, do covenant and agree to and with the Grantors herein, their successors and assigns, and for the benefit of the remaining unsold lands of the Grantors within said tract, and, also, for the benefit of the owners of other lands heretofore sold in said tract, that the premises herein, described and conveyed shall be subject to each and all of the following restrictions, which the Grantees covenant and agree not to violate or permit the same to be violated, to-wit:

A. All buildings and structures shall comply with the following specifications:

(A) Exterior covering materials on buildings shall be of wood, brick, stone, stucco, glass or architectural concrete, and shall be designed so that the appearance blends and coordinates with the natural surroundings in a pleasing manner. Exterior colors must also blend and coordinate with the natural surroundings. Bright, flashy, unnatural color schemes are not permitted.

(B) Exposed concrete block construction is not permitted for any construction except for normal foundations. Exposed architectural concrete is permitted.

(C) Bright, reflective metal roofs are not permitted. Self-oxidizing copper or Corten or painted metal roofs are permitted providing that the color range is muted and non-reflective. Also colored metals roofs are permitted, providing that the color range is muted and non-reflective.

(D) Minimum roof pitch shall be 4/12; maximum roof pitch shall be 12/12. Flat roofs are not permitted.

(E) All construction shall comply with applicable building codes and ordinances, and no building or structure, including primary residents, shall be constructed unless the Design Review Committee has first approved of their design and proposed location upon the lot.

Within and upon the lots improved with single-family units, there may occur encroachments for water lines, sewer lines, utility service lines, septic systems and drainfields serving one or more residential units. Since said encroachments are in the common interest and betterment of the single-family development in Crows Nest Estates Subdivision an easement for their construction, use, maintenance and repair is hereby granted by the Grantor, and the same shall and do exist. Further each owner of any such single-family unit upon whose property such easements do or may hereafter exist, by acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree to the granting of the same.

B. All lots within Crows Nest Estates Subdivision shall be designated and referred to herein as single family lots. Said lots shall be used and improved exclusively for residential purposes in conformance with the covenants, conditions, and restrictions herein contained. Residential structures and improvements on all lots shall be single-family dwellings.

C. No more than one single-family dwelling shall be erected or maintained on any one Lot, together with no more than two detached outbuildings per Lot. One outbuilding per Lot may contain a dwelling for temporary guests; provided, however, that such guest quarters shall not be rented separately from the primary residence. No building or structure intended for, or adapted to, business purposes and no apartment house, rooming house or other multiple-family dwellings shall be erected, placed, permitted, or maintained on such premises, or on any part thereof.

D. There shall not be erected on any of said Lots more than one private single family residence. Each single family residence so constructed shall have not less than 1,000 square feet of floor area devoted to living purposes, exclusive of un-roofed porches, terraces, portals, patios, basements, garages and carports. No building or structure, or any portion thereof, shall exceed thirty five (35) feet in height.

E. No temporary house, garage or outbuilding or house trailer or tent shall be placed or erected upon any part of any Lot; provided however, that during the actual construction or any improvements on any Lot, necessary temporary buildings for the storage of materials may be erected and maintained by the person during such construction. The work of construction, altering or remodeling or any building or part thereof shall be prosecuted diligently; provided, however, any construction once commenced shall be completed within one (1) year from such date of commencement.

F. No cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of any lot with the exception of horses, ponies, or burros as hereinafter provided, no more than five (5) horses, ponies or burros may be kept on Lots five (5) acres or larger in a stable or corral. In such event, the premises shall be kept clean and sanitary and all refuse and manure shall be removed from said premises not less frequently than once each week. Dogs, cats or other animals which are bonafide household pets may be kept on any Lot provided they are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to other Lot owners.

G. Every building structure or other improvements, other than fences, terraces and steps shall be set back in accordance with the following conditions from the Lot lines.

- (a) Front yard set back not less than fifty (50) feet from any street lot line.
- (b) The side yard set back not less than thirty (30) feet from any ~~rear~~ ^{side} lot line.
- (c) Rear yard set back not less than fifty (50) feet from any rear lot line.

H. No wall, coping or fence exceeding six (6) feet in height measured from the adjoining ground surface inside the wall may be erected or maintained on any lot.

I. No outside toilets shall be placed on any lot.

J. Each lot at all times shall be kept in a clean, sightly and wholesome condition, no trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring lot or road except as may be reasonably necessary during the period of construction. Automobiles and equipment of any kind, including automobiles, trucks campers, vacation type trailers and farm machinery shall be kept only in garages or carports or sheds that have a solid fence around three (3) sides at least six (6) feet high.

K. All wires, cables, pipes conduits and appartus for the transmission of electrical current, telephone, television, water, gas, sewer service or other utilities shall be buried, with the exception of necessary equipment which cannot be buried. All TV dishes to be adequately landscaped or fenced to not be visually objectionable by surrounding land owners.

L. All the restrictions contained herein shall constitute covenants running with the land and shall be binding upon the owners of said lands and all persons claiming by, through or under said owners for a period of twenty-five (25) years from the date of this document being filed for record with the Clerk and ReCorder of Custer County, Idaho, however, the Grantor, Lost River Development Company hereby reserves the right to grant a reasonable variance or adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein, provided, that such variance or adjustment will not be materially detrimental or injurious to other property or improvement in the neighborhood and shall not defeat the general intent and purpose of these restrictions.

M. Any violation of the provisions, conditions or restrictions contained herein shall warrant the Grantor or any lot owner to apply to any Court of Law or equity having jurisdiction thereof for any injunction or proper relief in order to enforce the same and the Court at its discretion may award the Plaintiff his courts costs and reasonable attorney fees. No delay on the part of the Grantor or any other shall be construed as a waiver thereof or acquiescence therein.

N. In the event any one or more of the provisions, conditions, restrictions or covenants contained therein shall be held by any court to be null and void, all remaining restrictions and covenants herein shall remain in full force and effect.

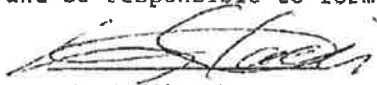
O. Said premises shall not be used as a trailer park or similar type of enterprises.

The Grantors hereby reserve unto itselfs all mineral interest in and under said property.

* Alterations in the CCR's may occur from time to time and must have a majority vote of the property owners for approval.

** The majority of the property owners will make up or appoint an Architectural Design Committee and be responsible to form a Property Owners Association.

DATED this 17th day of October, 1991


Robert Silacci
President

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On this 17th day of October, 1991, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Robert Silacci, known to me to be the President of Lost River Development Company, an Idaho Partnership, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the Partnership.

WITNESS my hand and official seal. Notary Public for Monterey County
Residing at Salinas, Cal.





RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

ROGER E. CRIST, ESQ.
ATTORNEY AT LAW
POST OFFICE BOX 2326
KETCHUM, ID 83340

Blaine Condit
12:00 P.M.
July 5, 1994
Eugene M. Peck
Deputy

(Space above this line for Recorder's use)

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE CROWS NEST SUBDIVISION

*1991

The Master Declaration of Covenants, Conditions and Restrictions as to the use of the Real Property Embraced Within The Crows Nest Subdivision Located in Custer County, Idaho dated October 17, 1994, and recorded on October 21, 1991, as Instrument No. 0200438 in the records of Custer County, Idaho, is hereby amended to add the following:

Robert Silacci, as one of the General Partners of the developer of said Crows Nest Subdivision, holds title in his name to certain agricultural irrigation water rights legally described in Exhibit A, attached hereto. Said ownership is in trust for the benefit of all of the owners of Lots in said Subdivision. The owner of a Lot in said Subdivision shall have the right to transfer a portion of said water into said Lot owner's name for use on said Lot. The extent of the water right to be transferred shall be a pro rata share of said water right based upon the schedule attached hereto as Exhibit B. Such owner who seeks to transfer a portion of said water right shall obtain all necessary governmental approvals for such transfer and shall pay all costs and expenses associated therewith.

All other terms and provisions of said Master Declaration not inconsistent herewith shall remain in full force and effect.

DATED this 10 day of June, 1994.

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE CROWS NEST SUBDIVISION - 1

#206833

LOST RIVER DEVELOPMENT COMPANY,
an Idaho Partnership,
Owner of Lots 1 through 5, 7, 10,
14 through 19 of Block 1 and Lots 1
through 6 of Block 2

By *Robert Silacci*
Robert Silacci, General Partner

STATE OF California)
County of Monterey)

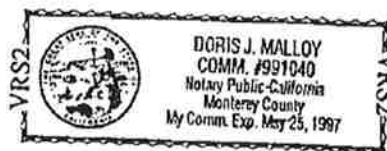
ss.

On this 10th day of June, 1994, before me, the undersigned
notary public in and for said State, personally appeared ROBERT
SILACCI, known to me to be the General Partner of Lost River
Development Company, signer of the foregoing instrument, and he
duly acknowledged to me that he executed the same in his capacity
therein.

WITNESS MY HAND AND SEAL the day and year first written
above.

Doris J. Malloy
Notary Public
Residing at: Monterey County, Ca.
Comm. expires: 5/25/97

CORP\CROWS.AMD



FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE CROWS NEST SUBDIVISION - 2

Exhibit A

Water Right No.:	34-02425
Owner:	Robert Silacci 824 Riker Street Salinas, CA 93901
Priority Date:	12/17/1951
Purpose of Use:	Irrigation
Period of Use:	4/15 to 10/15
Maximum Quantity:	2.52 cfs on 126 miner's inches
Basis of Claim:	License
Source:	Groundwater
Point of Diversion:	T07N R25E S31

EXHIBIT B

BLOCK 1

Lots:

1 = 5.1"
2 = 6.0"
3 = 5.1"
4 = 4.6"
5 = 4.6"
6 = 4.6"
7 = 5.7"
8 = 6.7"
9 = 4.2"
10 = 4.1"
11 = 4.1"
12 = 6.0"
13 = 6.0"
14 = 4.6"
15 = 4.6"
16 = 4.6"
17 = 5.8"
18 = 5.7"
19 = 5.2"

BLOCK 2

Lots:

1 = 5.0"
2 = 4.8"
3 = 4.7"
4 = 4.7"
5 = 4.8"
6 = 4.7"

1/2SE1/4, NE1/4SW1/4, and SE1/4SW1/4, Section 31
Township 7 North, Range 25 East, Boise Meridian
Custer County, Idaho
1931

DRAWING NUMBER
Crown's Nest
Estates
Sheet 1
of 2

155
T7N R25E
RANGE NUMBER

Answer: C

Sheet 2
of 2

163
Jury will
DRAWING NUMBER

References

CURVE DATA					
DEPTH	TEMP.	TAXI	WIND	CH. CL.	CH. GR.
APR 01	15.00	00.00	0.00	0.00	00.00
APR 02	15.00	00.00	0.00	0.00	00.00
APR 03	15.00	00.00	0.00	0.00	00.00
APR 04	15.00	00.00	0.00	0.00	00.00
APR 05	15.00	00.00	0.00	0.00	00.00
APR 06	15.00	00.00	0.00	0.00	00.00
APR 07	15.00	00.00	0.00	0.00	00.00
APR 08	15.00	00.00	0.00	0.00	00.00
APR 09	15.00	00.00	0.00	0.00	00.00
APR 10	15.00	00.00	0.00	0.00	00.00
APR 11	15.00	00.00	0.00	0.00	00.00
APR 12	15.00	00.00	0.00	0.00	00.00
APR 13	15.00	00.00	0.00	0.00	00.00
APR 14	15.00	00.00	0.00	0.00	00.00
APR 15	15.00	00.00	0.00	0.00	00.00
APR 16	15.00	00.00	0.00	0.00	00.00
APR 17	15.00	00.00	0.00	0.00	00.00
APR 18	15.00	00.00	0.00	0.00	00.00
APR 19	15.00	00.00	0.00	0.00	00.00
APR 20	15.00	00.00	0.00	0.00	00.00
APR 21	15.00	00.00	0.00	0.00	00.00
APR 22	15.00	00.00	0.00	0.00	00.00
APR 23	15.00	00.00	0.00	0.00	00.00
APR 24	15.00	00.00	0.00	0.00	00.00
APR 25	15.00	00.00	0.00	0.00	00.00
APR 26	15.00	00.00	0.00	0.00	00.00
APR 27	15.00	00.00	0.00	0.00	00.00
APR 28	15.00	00.00	0.00	0.00	00.00
APR 29	15.00	00.00	0.00	0.00	00.00
APR 30	15.00	00.00	0.00	0.00	00.00



LEGEND

- brass snap (found QLO member 1)
 □ found 3/8" iron pin
 o found 1/2" iron pin
 e sat 1/8" iron pin without witness
 a existing fence line
 boundary as per record drawing
 ③ lot number
 B sat 1/8" iron pin at witness corner
 ② sat 5/8" iron pin unless otherwise noted

Notes

1. Description of any in-wall boundary insulation system which the applicant has tested and which will be used in the proposed construction	(see below)
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CERTIFICATE OF OWNERSHIP

This is to certify that the aboveground is the owner of the Dooi Property described as follows:
A tract of land being the SE 1/4 Sec 33 & NE 1/4 Sec 34, and SE 1/4 Sec 35 & SE 1/4 Section 36,
T. 7 N., R. 26 E., Boise Meridian, Carter County, Idaho.

SURVIVOR'S CERTIFICATE

I, Bruce F. Butler, a duly licensed and sworn officer in the State of Idaho, do hereby certify that this plot of Crown Best Industries is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plots and surveys.

SURVEYOR FOR COUNTY APPROVAL

1 Richard Cefas, surveyor, have checked the fore-
going part and computations for making the same and have determined that they com-
cide the laws of the State of Iowa relating thereto.

JOINTLY RESTRICTED

The Security Classification markings in Business 20-25B through 20-28D, Date Code pages 1
and 2, are marked with the pgl, instruction # _____ in red ink and black ink.

C. H.

APPROVAL OF COUNTY COMMISSIONER

The foregoing land was acquired by the Carter County Board of Commissioners on the 14th day of January, 1914.

COUNTY TREASURER'S APPROVAL:

The taxes on the foregoing parcel of land have been paid to this date and to
 wit is hereby approved this 10th day of October, 1977.

COUNTY RECORDER'S CERTIFICATE

STATE OF OREGON 1 ss.
COUNTY OF CLATSOP
This is to certify that the foregoing plat map that is the office of the Recorder
of Clatsop County, State of Oregon, this 11 day of April, 1977, of 524 Acre, and
day recorded in Plat Book at page
117-2-21-1-1 117-2-21-1-1
Co-Office Recorder

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 01-25-2001 BY 60322 UCBAW/STP

Coliforma
STATE OF NEW YORK
COUNTY OF HAMILTON
In the County of Hamilton, New York, on the 5th day of July, 1941, before me, a Notary Public in and for said county, personally appeared the above named persons and acknowledged to me that they executed the same.

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

Notary Public
124


 RECEIVED
 MAY 10 1964
 FBI - NEW YORK
 TELETYPE UNIT
 FROM NEW YORK
 TO BUREAU
 RE NEW YORK TELETYPE
 MAY 8 1964
 RE NEW YORK TELETYPE
 MAY 8 1964

KASHINE, Y. K. L. S.
 Betty K. L. S.

PAGE 2 OF 2

Buster K Ranch, LLC

PO Box 19736 Fountain Hills, AZ 85269

Telephone: (480) 299-5272

Email: busterkranch@gmail.com

Date: May 22, 2018

To:

IDWR Eastern Region

7600 N Mineral Dr. Ste 100

Idaho Falls, ID 83402-1718

Subject: Water Right Update No. 34-13931

Big Lost River Ground Water District has informed us that our ground water rights needs to be properly transfer through IDWR per attached copy of letter. Owners of Lot 6 Block 1 of Crows Nest Estates, Custer County, Idaho is Buster K Ranch, LLC managing members are Bruce Butler and/or Kim Butler. Property is located in NWSW Section 31 T7N, R25E BM, Custer County, ID. Attached are the following documents to support "Notice of change in water Right Ownership":

- 1- Check in the amount of \$100 to IDWR
- 2- IDWR Form 42-248/42 completed
- 3- Exhibit Map Aerial Image from IDWR map Web Site
- 4- Exhibit Map Water Rights from IDWR map Web Site
- 5- Copy of Plat Map Crows Nest Estates
- 6- Copies of chain of Deeds
- 7- 2017 Assessment Notice Big Lost River GR Water District
- 8- CC&R Amendment Exhibit B showing distribution Water Rights per Lot 6

Attached are the following documents (if necessary) to support "Application for Transfer- POD":

- 1- IDWR Form 42-222 POD completed
- 2- Articles of Organization for Buster K Ranch, LLC

Let us know if you have any questions. The following is my contact information.

Submitted by:

Buster K Ranch, LLC


Bruce Butler, Manager Member

Email: bruce.civil@gmail.com

Cel: 928.242.1498

RECEIVED
MAY 29 2018
Department of Water Resources
Eastern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 6, 2018

Buster K Ranch LLC
Po Box 19736
Fountain Hills AZ 85269

RE: Change of Ownership for Water Rights 34-13931 (Split into 34-13931 & 34-14659)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Robert Silacci
Big Lost River Ground Water District