

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
NOV 17 2016
WATER RESOURCES
WESTERN 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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-8643	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Duquette Pines, Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Duquette Pines Architectural Control Board, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------|----------------------|-------|-------|
| P.O. Box 748 | Idaho City | ID | 83631 |
| Mailing address | City | State | ZIP |
| 208-392-3770 | theburthouse@msn.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: August 9, 2001
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] DPACB PRESIDENT 11/10/2016
 Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] " - VP 11/10/2016
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 11/17/16 Receipt No. WD44791 Receipt Amt. \$25⁰⁰

Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 [Signature] Approved by [Signature] Processed by [Signature] Date 12/20/16

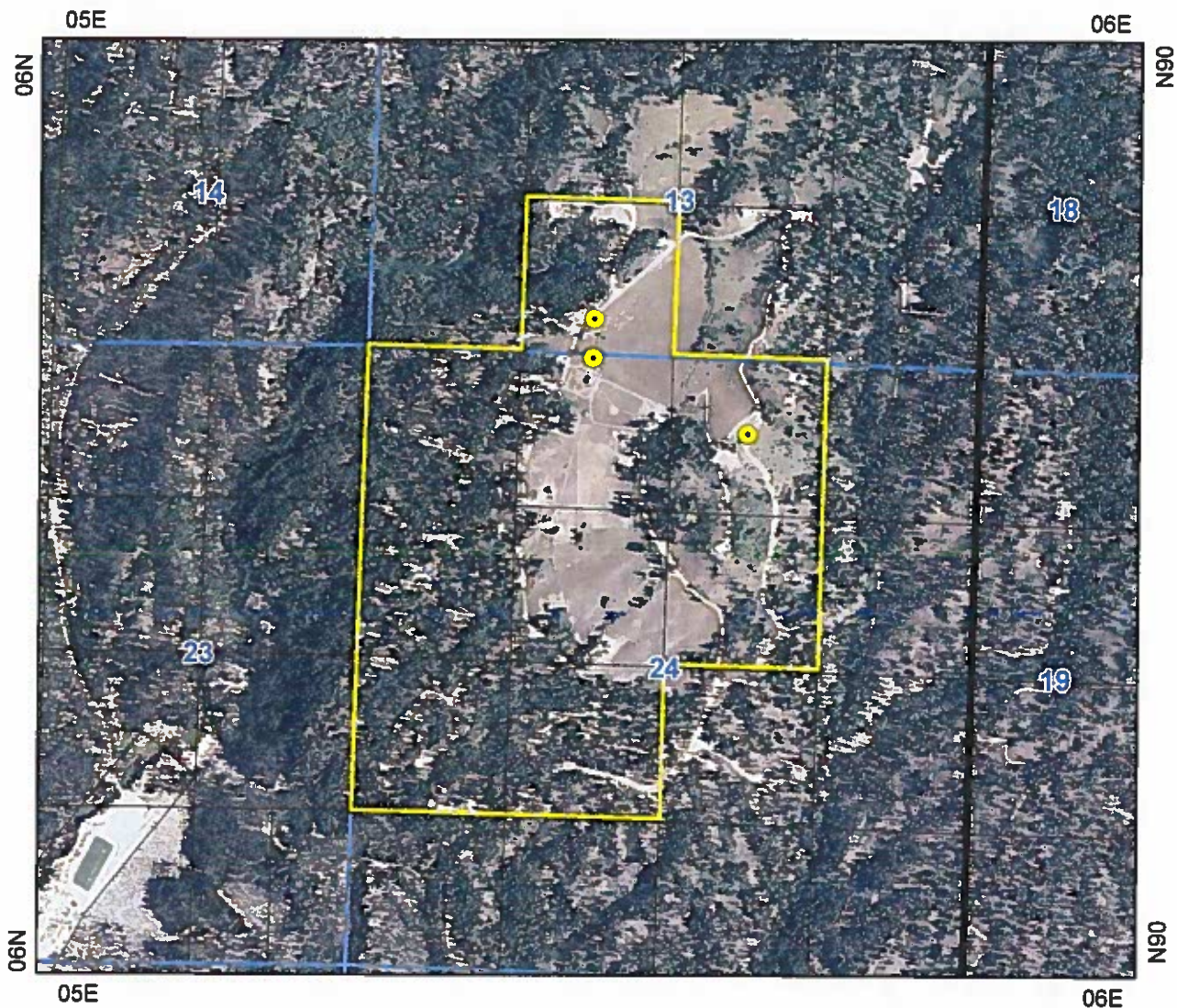
State of Idaho
Department of Water Resources

Water Right

63-8643

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.175 0.35 0.7 Miles



**DUQUETTE PINES ARCHITECTURAL CONTROL BOARD, INC. dba
DUQUETTE PINES HOMEOWNERS ASSOCIATION
BYLAWS**

ARTICLE I: NAME

The name of this nonprofit organization shall be "Duquette Pines Architectural Control Board, Inc., dba "Duquette Pines Homeowners Association".

ARTICE II: DEFINITIONS

The following terms shall have the following meanings:

1. "ASSOCIATION" shall mean and refer to the Duquette Pines Architectural Control Board, Inc., dba Duquette Pines Homeowners Association, a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.
- 1.2. "PROPERTIES or LOTS" shall mean and refer to any real property situated in Boise County, Idaho, now or hereafter subjected to Association assessments pursuant to covenants filed of record in the office of the Boise County Recorder.
- 1.3. "COMMON AREA" shall mean all real property (including any improvements thereto) within the Properties which is available for common use and enjoyment of the owners of lots within the Properties, including roads and central water system facilities and equipment, as well as fire-fighting equipment and operation.
- 1.4. "BOARD MEMBER" shall mean those individuals elected by owners to serve as the Board of Directors of the Association and referred to as the Architectural Control Board members in the Covenants, Conditions and Restrictions (CCRs).

ARTICLE III: MISSION

The mission of the association is to provide management for roads, water system, architecture, maintenance, finance and common areas as provided in the Declaration of Covenants, Conditions and Restrictions.

ARTICLE IV: PURPOSE

To enhance resident livability. To provide an open process by which all members may involve themselves in the affairs of the subdivision. To establish and maintain an open line of communication and liaison between the Association, its residents, and all federal, state, city and county governmental agencies as necessary. To make recommendations on policies to governmental bodies on matters affecting the livability, growth and development of the adjacent areas, Duquette Pines Subdivision, including but not limited to; land use and zoning, housing, traffic and transportation issues on the federal, state, and county roads, environmental quality, community safety and recreation.

ARTICLE V: OFFICERS

The principal location and office of the corporation shall be in Boise County, State of Idaho. The Board of Directors may, in its discretion, establish and maintain such other office whenever and wherever the business of the corporation may require.

ARTICLE VI: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 1 which Declaration is

recorded as Instrument No. 76383, recorded on April 21, 1971, Records of Boise County, State of Idaho; the Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 2 which Declaration is recorded as Instrument No. 86073, recorded on April 5, 1977, Records of Boise County, State of Idaho; the Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 3 which Declaration is recorded as Instrument No. 91627, recorded on April 26, 1979, Records of Boise County, State of Idaho; and the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Duquette Pines, Division No. 4 which Declaration is recorded as Instrument No. 184261, recorded on January 15, 2002, Records of Boise County, State of Idaho; and all supplements and amendments thereto are hereby incorporated and made a part of these Bylaws by reference. All references to "the Subdivision" herein shall mean Duquette Pines Divisions 1, 2, 3, and 4 as described in the Declarations and amendments or supplements thereto and "out parcels" identified as RP06N05E241253A, R06N05E242456A, RP06N05E136651A, R06N05E166652A, R06N05E166653A, R06N05E166654A, R06N05E166655A, and RP06N05E242455A.

ARTICLE VII: MEMBERSHIP AND VOTING

A. Membership. Every person or entity who is a recorded owner or contract buyer in any lot, which is subject by CCRs of record to assessment by the Association, shall be a member. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, by the Association. Any transfer of title to a lot shall automatically transfer said membership to the new lot owner.

In the event of dispute as to membership, the ownership of such lot as shown in the public records of the County of Boise, State of Idaho, shall be determinative.

The name, names or entity under which membership appears on the books and records of the Association shall be maintained until such time as satisfactory evidence of a change in membership is presented to the Secretary.

B. Voting. The owner or owners have one vote regardless of the number of lots owned. The lot owner in the Subdivision may, by notice to the Association, designate one person (who need not be an Owner) to exercise their vote. Said designation shall be revocable at any time by notice to the Association by the Owner. Such powers of designation and revocation may be exercised by the conservator of an Owner's estate, or in the case of a minor having no guardian, by the parent entitled to his/her custody, or during the administration of an Owner's estate by his/her executor or administrator where the Owner's interest in said property is subject to administration in his/her estate. The contract seller shall exercise the vote applicable to a lot being sold under contract of purchase, unless the contract expressly provides otherwise.

C. Joint Owner Disputes. The vote shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Owners of the same Lot.

D. Quorum. The presence at any meeting, in person or by proxy of the owners entitled to vote, of at least 34 percent of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than ten days nor more than sixty days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence of the owners entitled to vote at least 34 percent of the total votes. Unless one-third or more of the voting power is present in person, by proxy, or by mailed written ballot or by absentee ballot, the only matters that may be voted upon at an annual or regular meeting of owners are those matters that are describe in the meeting notice.

ARTICLE VIII: OWNER MEETINGS

A. Annual Owner Meetings. There shall be a meeting of the Owners in May of each year at the Subdivision or at such other reasonable place or time (not more than thirty (30) days before or after the month) as may be

designated by notice of the Board given to the Owners not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting. The purpose for the Owner meeting is to provide information and for the transaction of such other business as may properly come before the meeting, and to accept nominations of new board members when applicable.

At each annual meeting, the Board will present a written financial statement for the current assessment year and new assessment rate calculations for each Lot during the coming assessment year. The financial statement and assessment rate calculations shall be delivered to the Owners not present at said meeting.

B. Special Owner Meetings. A special meeting of the Owners may be called at any reasonable time and place by the President or by the Board Members, or upon written request of the one-fourth (1/4) of all owners.

C. Notification of Annual and Special Owner meetings shall be made fifteen (15) days in advance through use of posting announcements in a pre-designated place or Association newsletter. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting the purpose of the meeting. The Association Board shall set the agenda for the owner meetings and the order of business on the agenda shall be observed insofar as it is consistent with the purposes and objectives of the meeting. In the alternative, notice may be given by mailing to the members at their addresses of record with the Association.

D. Proxies. At all owner meetings, each owner may vote in person or by proxy provided that all proxies shall be in writing, signed by the owner and filed with the Secretary twenty-four (24) hours before the time appointed and scheduled for the meeting at which such vote shall be taken. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his/her Lot.

The Corporation will make the list of members available at the meeting upon the request of any owner or the owner's agent or attorney. Any owner or owner's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

D. Conduct of the Meeting. At all meetings of the owners the following order of business shall be observed insofar as it is consistent with purposes and objectives of the meeting:

1. Calling the roll of Association members;
- 1.2. Reading agenda;
- 1.3. Reports of officers/Board members;
- 1.4. Reports of committees;
- 1.5. Unfinished business;
- 1.6. New business;
- 1.7. Board member nominations (when applicable);
- 1.8. Miscellaneous business.

ARTICLE IX: BOARD MEMBERS (BOARD OF DIRECTORS)

A. General Powers. The property, business and affairs of the Association shall be controlled and managed by the Board Members, which shall have all powers and duties necessary to the administration of the affairs of the Association, as allowed by law, under the Declaration, and these Bylaws.

B. Number. The Board shall consist of five (5) voting members.

C. Alternate Board Members. There shall be two alternate Board Members elected by the owners but they shall have no voting rights as a Board Member. Alternates have no specific defined duties until elected to serve as a Board Member. In addition, the president may appoint as non-voting Board Members a secretary and/or treasurer.

D. Qualification; Election; Term. Persons eligible for a position as a Board Member must be property owners in good standing. When applicable, nominations shall be automatically opened at the annual owners meeting and close no later than June 15. Ballots will be mailed to all owners no later than June 23, and voting completed by July 15. Each Board Member or alternate shall serve for a term of three years beginning on August 1 and shall continue in office until his or her successors are fully elected and qualified.

E. Board Member Duties. The Board Members as elected by the owners shall manage the Association. The Board shall be accountable to the property owners of Duquette Pines and shall strictly comply with these bylaws. The duties shall include but are not limited to; election of the Board officers, appoint committees to perform necessary functions, present recommendations documenting property owners concerns and manage the daily affairs of Duquette Pines Homeowners Association, and attend all required meetings, and provide required representation to any city, county, state, or federal municipality as required

F. Removal; Resignation. Any Board member may be removed with or without cause by a majority vote of the Members of the Association in accordance with the voting power of their membership in the Association at a meeting called for that purpose. Any Board Member may resign by submitting a written notice to the Board stating the effective date of his/her resignation, and acceptance of the resignation shall not be necessary to make it effective.

G. Vacancies. Any vacancy occurring on the Board whether by removal, resignation, death, increase in the number of Board Members or otherwise, may be filled by an elected alternate for the remainder of the Board Member's term and appointed by the majority vote of the remaining qualified Board Members. An alternate selected to fill a vacancy on the Board shall hold office for the remainder of the vacating member's term or until the next annual election of Board members, which ever shall first occur, and shall continue in such office only until his/her successor is duly elected and qualified.

H. Board Meetings. There shall be on average one (1) board meeting per month or as deemed necessary. The Board's regular meetings are to be held at pre-determined places, dates and times. After the establishment of the date, time and place for such regular meetings, no further notice thereof need be given. Any owner may request the Board for agenda time. These meetings shall be open to owner attendance. The President of the meeting has the power to control the extent of owner participation in these meetings. When an action or motion is brought before the Board, the Board may recommend acceptance of the proposal, denial of the proposal, deferral of the proposal pending further study, acceptance of the proposal with conditions or referral of the proposal to a committee, etc.

I. Special/Emergency Meetings. Special meetings of the Board may be called by the president or upon written request delivered to the secretary by any two Board Members. Because public meetings require that reasonable advance notice be given, special and emergency meetings may be called. A special meeting may be called with a minimum of 24 hours notice and can be of open or loose subject matter. An emergency meeting can be called with less than 24 hours notice and must be deemed an actual emergency to be called. Emergency meetings must describe the emergency in their minutes and state why the meeting could not be delayed. Emergency meetings can deal with only the actual emergency issue. A good faith effort must be given in notifying all parties interested in the meetings. Any Board Member of the Association may call these meetings. Only the person acting as Chairperson of these meetings can call the meeting to order and adjourn the meeting. All special meetings are considered Board meetings.

Written waiver of notice signed by a Board Member director or attendance at a meeting of the Board shall constitute a waiver of notice of any such meeting, except where attendance is for the express purpose of objecting to either the failure to receive such notice or defects contained therein.

J. Quorum; Vote Required; Adjournment. At any meeting of the Board, a majority of the elected Board members shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board except as otherwise specifically required by the Articles of Incorporation or these Bylaws. If a quorum is not present, the majority of the Board members present may adjourn the meeting from time to time without further notice other than announcement of the meeting.

K. Action of Board Members Without a Meeting. Any action, which is required to be taken, or any other action which may be taken at a meeting of the Board may be taken without such meeting if a consent in writing setting forth the action so taken shall be signed by all of the Board Members entitled to vote with respect to the subject matter thereof.

L. Committees. The Board Members, by resolution adopted by a majority of the full Board, may designate one or more committees, each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board Members in the management of the Association. Each such committee shall have one or more Board members who serve at the pleasure of the Board. The remainder of the committee membership need not be Board Members. A committee of the Board may not, however: (1) authorize distributions; (2) approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of the Association's assets; (3) elect, appoint or remove Board Members or fill vacancies on the Board or on any of its committees; or (4) adopt, amend or repeal the articles or bylaws. The designation of such committees and the delegation thereof of authority shall not operate to relieve the Board Members, or any individual Board Member of any responsibility imposed upon it or such Member by law. A non-Board member who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Board member who is a member thereof.

Other committees not having the right to exercise the authority of the Board in the management of the Association may be designated and appointed by a resolution adopted by a majority of the Board Members at a meeting at which a quorum is present, or by the President, authorized by a like resolution of the Board Members. Membership on such committees need not be limited to Board members.

M. Rules. The Board may adopt such Rules as it deems proper for the use and occupancy of the Association property. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may but need not be recorded. Upon such mailing, delivery or recordation, the Rules shall have the same force and effect as if they were set forth in and were a part of the Declaration of Covenants, Conditions and Restrictions.

N. Personal Liability. No member of the Board, of any committee of the Association, or any officer of the Association, or the Declarant or the manager, if any, shall be personally liable to any Owner, or any other party including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence, provided such person has, upon the basis of such information as may be possessed by him/her, acted in good faith with the care an ordinarily prudent person would exercise under similar circumstances in a manner he/she believes to be in the best interest of the Association.

O. Delegation of Duties. The Board may delegate any of its duties, powers or functions to any person, corporation or firm to act as a manager of the Association, provided that any such delegation shall be revocable upon notice by it.

P. Compensation. No Board Member shall receive compensation for any service he/she may render to the Association. However, any Board Member may be reimbursed for the member's actual expenses incurred in the performance of the member's duties.

ARTICLE X: OFFICERS

The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer, all of whom shall be elected annually by the Board members. The secretary and treasurer may be combined into one position for ease of administration and continuity of effort. The President has the authority to appoint this position as a non-voting member of the Board. The position may be member or non-member of the Board.

A. President. The President shall be the chief executive officer of the Association. Subject to the direction of the Board, the president shall have the general powers and duties of the supervision, management and coordination of the affairs of the Association usually vested in and attributed to the office of the President. The President shall preside at all meetings of the Association.

B. Vice President. A Vice President shall perform the duties and exercise the power of the President in case of the President's sickness, disability, absence, death, inability or failure to act, and the Vice President shall perform such other duties, carry out such other responsibilities, and have such other authority as may be delegated to the Vice President from time to time by the President or the Board.

C. Secretary. The Secretary shall attend all sessions of the Board and all owner meetings and act as the clerk hereof and record all votes and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall be the custodian of the records and of the seal of the corporation and shall affix the corporation seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law. The Secretary shall see that all books, records, reports and other documents of the Association are properly kept and filed in accordance with the provisions of these Bylaws as is required by law, and in general the Secretary shall perform all duties incident to the office of secretary and as required by law and the Secretary shall perform such other duties, carry out such other responsibilities, and have such other authority as may be delegated to the Secretary from time to time by the President or the Board. The Board may appoint one or more Assistant Secretaries who may act in place of the Secretary in case of the Secretary's sickness, disability, absence, death, inability or failure to act.

D. Treasurer. The Treasurer shall have charge and custody of and be responsible for all moneys and securities of the Association. The treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such banks and depositories designated by the Board. The Treasurer shall keep books of account and records of all transactions as Treasurer and of the financial condition of the Association and shall submit such reports thereof as the Board may from time to time require; prepare payroll disbursements, quarterly/annual payroll tax and other reports required by federal, state and insurance agencies; as needed prepare federal and state income tax reporting forms; and in general shall perform all of the duties incident to the office of the Treasurer as required by law. The Treasurer shall perform such other duties, carry out such other responsibilities, and have such other authority as may be delegated from time to time by the President or the Board. The Board may appoint one or more Assistant Treasurers who may act in place of the Treasurer in case of death, sickness, disability, absence, inability or failure to act.

ARTICLE XI: CONTRACTS, ASSESSMENTS, CONVEYANCES, CHECKS AND MISCELLANEOUS

A. Contracts. The Board may authorize any officer or agent of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation and by these Bylaws; provided that the Board may not enter into any contract with the Declarant which binds the Association for a period in excess of one year, unless reasonable cancellation provisions are included in such contract.

B. Compensation. Agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent, or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent, or employee, provided that no officer or Board member or Declarant or any affiliate of Declarant may receive any compensation.

C. Conveyance and Encumbrances. Association property may be conveyed or encumbered except as restricted by this paragraph by authority of the Board or such other person or persons to whom such authority may be

delegated by resolution of the Board or of the executive committee thereof. Conveyances or encumbrances shall be by instrument executed by the President or Vice President and by the Secretary or the Treasurer or executed by such other person or persons to whom such authority may be delegated by the Board of the executive committee thereof. The Association may not convey, transfer or encumber corporate property except in the following cases:

- 1) The value of the real property or encumbrance is \$100,000.00 or less, and the acreage is twenty-five (25) acres or less; or
- 1)2) The value of the amenity is \$10,000.00 or less; or
- 1)3) The Association property is exchanged for like real property in size and value within or contiguous to the Subdivision.
- 1)4) The Association property (including but not limited to any water or irrigation system) is being dedicated or transferred to a public body, agency, authority or utility to be used for the same or similar purposes, including the granting of easements, conveyance or dedication of subdivision roads and rights-of-way.

C. Assessments. In addition to the regular assessments levied by the Board it may levy assessments for the purpose of making Capital Improvements to the Association property or to meet unforecasted requirements. These assessments would normally occur when sufficient reserve monies are not available to fund the required expenditure(s).

D. Checks. The Board shall designate which person or persons may sign checks, drafts and notes and order for the payment of money. Two signatures are required on checks. If the Board fails to make such designation, either the President, the Vice President or the Treasurer shall have such power.

E. Seal. The Board Members may adopt a corporate seal of such design as may be appropriate.

F. Records. The Association shall maintain accurate, correct and complete books, records and accounts of its business and properties which shall all be kept at such place as is from time to time fixed and designated by the Board Members.

ARTICLE XII: AMENDMENTS TO BYLAWS

The Bylaws may be altered, amended or new Bylaws adopted at any regular meeting or any special meeting of the Members thereof called for that purpose by the affirmative vote of 51 percent (51%) of the owners present at such meetings.

ARTICLE XIII: NOTICE TO MORTGAGES

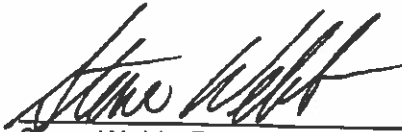
The Board Members of the Association shall at the request of the Mortgagee of a lot, provide said Mortgagee with all notices and other information as is reasonably requested including without limitation a notice of unpaid Assessments due from the Owner of such lot, and notice of all meetings of the Members of the Association.

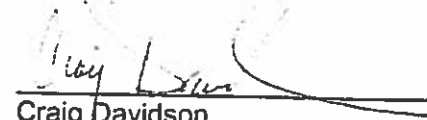
ARTICLE XIV: CONFLICTING PROVISIONS

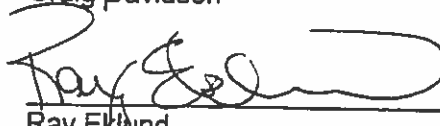
In case any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon the final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

APPROVED AND ADOPTED this 25th day of July 2001, by the undersigned, all the Board Members of the Association.

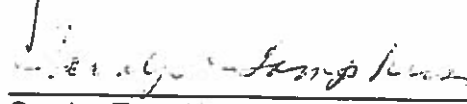
APPROVED AND ADOPTED this 25th day of July 2001, by the undersigned, all the Board Members of the Association.


Steve Webb, President

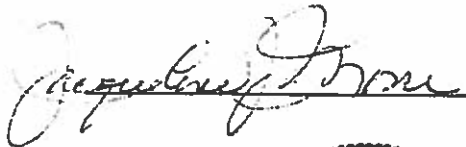

Craig Davidson


Ray Eklund

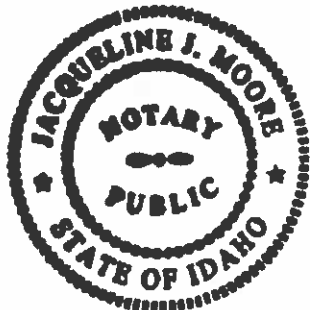

Jim Rodgers


Carolyn Tompkins

Notarized this 9th day of AUGUST in the year 2001 by

 in the State of Idaho, Boise County.

Commission expires 8-23-2006



195339/210622

RECEIVED
DEC 23 2016
WATER RESOURCES
WESTERN REGION

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,
DUQUETTE PINES, INC., AN IDAHO CORPORATION, FORMERLY KNOWN AS
DUQUETTE PINES, INC., AN IDAHO CORPORATION

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

WESTERN LAND COMPANY, L.L.C. AN IDAHO LIMITED LIABILITY COMPANY

whose address is: P.O. Box 2120 Eagle, Idaho 83616
grantee, the following described real estate, to-wit:

READ AND APPROVED BY _____

See attached Exhibit "A".

SUBJECT TO current year taxes, irrigation district assessment, public utility easements, subdivision restrictions and U.S. patent reservations.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President this 30 day of November, 2001.

DUQUETTE PINES, INC.

By: Loyal Willis
Loyal Willis, President

Instrument # 183901

IDAHO CITY, BOISE COUNTY, IDAHO

2001-12-14

04:51:43 No. of Pages: 7

Recorded for: PIONEER TITLE

RORA A. CANODY

Fee: 21.00

Ex-Officio Recorder Deputy

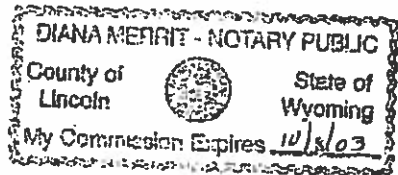
Index to: MORTGAGE

By: Dorothy Reinhart
Dorothy Reinhart, Secretary

State of Wyoming, County of Lincoln, ss.

On this 5 day of Dec., in the year of 2001, before me Diana Merritt, a Notary Public, personally appeared Dorothy Reinhart known or identified to me to be the Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(Seal)



Notary Public:

Residing at:

My commission expires:

Diana Merritt

Thayer

10/18/03

State of Idaho, County of Ada, ss.

On this 30 day of November, in the year of 2001, before me Sheryl Susag, a Notary Public, personally appeared Loyal Willis known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(Seal)



Notary Public:

Residing at:

My commission expires:

Sheryl Susag

Boise, Idaho

7-23-2004

Western Land Duquette Pines
Job No. 00816
11/08/01

Duquette Pines Division No. 4

Part of Sections 13 and 24 of Township 6 North, Range 5 East, B.M. Boise County
Idaho described as;

Commencing at the West $1/16^{\text{th}}$ corner common to said Sections 13 and 24 of Township 6 North, Range 5 East, B.M. and running thence N $0^{\circ}13'36''$ E 1304.55 feet along the west line of the SE $1/4$ of the SW $1/4$ of said Section 13 to the SW $1/16^{\text{th}}$ corner of said Section 13; thence S $89^{\circ}21'15''$ E 1309.60 feet along the north line of said SE $1/4$ of the SW $1/4$ to the CS $1/16^{\text{th}}$ corner of said Section 13; thence S $89^{\circ}16'45''$ E 1309.96 feet along the north line of the SW $1/4$ of the SE $1/4$ of said Section 13 to the SE $1/16^{\text{th}}$ corner of said Section 13; thence S $0^{\circ}03'23''$ W 1311.05 feet along the east line of said SW $1/4$ of the SE $1/4$ to the East $1/16^{\text{th}}$ corner common to said Sections 13 and 24; thence S $0^{\circ}05'07''$ W 2640.46 feet to the CE $1/16^{\text{th}}$ corner of said Section 24; thence S $0^{\circ}04'28''$ W 1319.92 feet to the SE $1/16^{\text{th}}$ corner of said Section 24; thence N $89^{\circ}10'31''$ W 1318.32 feet to the CS $1/16^{\text{th}}$ corner of Section 24; thence N $89^{\circ}12'44''$ W 1190.05 feet to a point on the east line of Meadow Drive a platted subdivision road (said point being on a non-tangent curve); thence along said east line of Meadow Drive the following forty-one (41) courses; (1) thence to the left along said curve 143.94 feet (Curve Data $\Delta = 22^{\circ}22'25''$ R = 368.60') chord bears N $26^{\circ}17'03''$ E 143.02 feet to a point of reverse curve; (2) thence to the right along said curve 151.23 feet (Curve Data $\Delta = 53^{\circ}45'53''$ R = 161.16') chord bears N $41^{\circ}58'54''$ E 145.74 feet to a point of reverse curve; (3) thence to the left along curve 137.86 feet (Curve Data $\Delta = 22^{\circ}15'01''$ R = 355.00') chord bears N $57^{\circ}44'23''$ E 137.00 feet; (4) thence N $46^{\circ}36'54''$ E 149.18 feet; (5) thence N $53^{\circ}02'51''$ E 54.08 feet; (6) thence N $53^{\circ}00'54''$ E 33.22 feet; (7) thence N $42^{\circ}06'53''$ E 50.00 feet; (8) thence N $37^{\circ}00'53''$ E 207.73 feet to a point of curve; (9) thence to left along said curve 111.35 feet (Curve Data $\Delta = 29^{\circ}00'00''$ R = 220.00') chord bears N $22^{\circ}30'54''$ E 110.17 feet; (10) thence N $8^{\circ}00'53''$ E 119.36 feet; (11) thence N $8^{\circ}00'57''$ E 6.79 feet; (12) thence N $9^{\circ}21'55''$ E 49.65 feet to a point of curve; (13) thence to the right along said curve 29.66 feet (Curve Data $\Delta = 20^{\circ}59'06''$ R = 80.98') chord bears N $19^{\circ}51'23''$ E 29.49 feet to the point of reverse curve; (14) thence to the left along said curve 198.19 feet (Curve

Data $\Delta = 63^{\circ}05'07''$ R = 180.00') chord bears N $1^{\circ}11'37''$ W 188.33 feet to the point of a compound curve; (15) thence to the left 94.63 feet (Curve Data $\Delta = 43^{\circ}22'29''$ R = 125.00') chord bears N $54^{\circ}41'07''$ W 92.39 feet; (16) thence N $76^{\circ}14'07''$ W 64.82 feet to a point of curve; (17) thence to the right along said curve 52.79 feet (Curve Data $\Delta = 25^{\circ}25'06''$ R = 119.00') chord bears N $63^{\circ}31'37''$ W 52.36 feet; (18) thence N $50^{\circ}49'07''$ W 65.90 feet; (19) thence N $45^{\circ}48'07''$ W 177.05 feet; (20) thence N $45^{\circ}28'05''$ W 56.26 feet; (21) thence N $50^{\circ}30'07''$ W 115.72 feet; (22) thence N $52^{\circ}40'15''$ W 94.34 feet to a point of curve; (23) thence to the right along said curve 152.36 feet (Curve Data $\Delta = 34^{\circ}55'02''$ R = 250.00') chord bears N $36^{\circ}02'37''$ W 150.01 feet to a point of compound curve; (24) thence to the right along said curve 112.16 feet (Curve Data $\Delta = 14^{\circ}16'52''$ R = 450.00') chord bears N $11^{\circ}26'41''$ W 111.87 feet; (25) thence N $4^{\circ}18'16''$ W 223.50 feet to a point of curve; (26) thence to the left along said curve 83.14 feet (Curve Data $\Delta = 6^{\circ}08'54''$ R = 774.75') chord bears N $7^{\circ}22'43''$ W 83.10 feet; (27) thence N $10^{\circ}27'11''$ W 270.00 feet to a point of curve; (28) thence to the right along said curve 58.86 feet (Curve Data $\Delta = 35^{\circ}27'48''$ R = 95.09') chord bears N $7^{\circ}16'49''$ E 57.92 feet; (29) thence N $25^{\circ}00'51''$ E 89.47 feet to a point of curve; (30) thence to the left along said curve 95.28 feet (Curve Data $\Delta = 33^{\circ}33'30''$ R = 162.67') chord bears N $8^{\circ}14'06''$ E 93.92 feet; (31) thence N $8^{\circ}32'37''$ W 78.32 feet to a point of curve; (32) thence to the right along said curve 79.94 feet (Curve Data $\Delta = 6^{\circ}00'00''$ R = 763.36') chord bears N $5^{\circ}32'37''$ W 79.90 feet; (33) thence N $2^{\circ}32'37''$ W 182.51 feet to a point of curve; (34) thence to the right along said curve 79.23 feet (Curve Data $\Delta = 19^{\circ}30'00''$ R = 232.79') chord bears N $7^{\circ}12'23''$ E 78.85 feet; (35) thence N $16^{\circ}57'23''$ E 173.70 feet to a point of curve; (36) thence to the right along said curve 79.04 feet (Curve Data $\Delta = 21^{\circ}38'00''$ R = 209.35') chord bears N $27^{\circ}46'23''$ E 78.58 feet; (37) thence N $38^{\circ}35'23''$ E 115.80 feet to a point of curve; (38) thence to the left along said curve 79.54 feet (Curve Data $\Delta = 15^{\circ}28'18''$ R = 294.55') chord bears N $30^{\circ}51'14''$ E 79.30 feet; (39) thence N $23^{\circ}07'05''$ E 194.86 feet to a point of curve; (40) thence to the left along said curve 79.86 feet (Curve Data $\Delta = 8^{\circ}48'30''$ R = 519.48') chord bears N $18^{\circ}42'50''$ E 79.78 feet; thence N $14^{\circ}18'35''$ E 278.34 feet to the north line of said Section 24; thence N $89^{\circ}14'47''$ W 454.36 feet along the section line to the Point of Beginning.

Excepting therefrom the out parcels as shown on the ~~plat~~ attached three (3) pages.

Parcel contains 249.13 acres not including the out parcels.

AND EXCEPT THE FOLLOWING DESCRIBED EIGHT TRACTS:

TRACT 1

A PARCEL OF LAND SITUATED IN THE WEST ONE-HALF OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE ONE-QUARTER CORNER COMMON TO SECTIONS 13 AND 24; THENCE SOUTH 61 DEGREES 53'27" WEST A DISTANCE OF 1171.41 FEET TO A FOUND HALF INCH IRON PIN MARKING THE NORTHERLY POINT OF CURVE 5N AS DESCRIBED ON THE PLAT OF DUQUETTE PINES SUBDIVISION NO. 1 AS RECORDED AS INSTRUMENT NO. 76381 IN THE OFFICE OF THE BOISE COUNTY RECORDER, THE POINT OF BEGINNING; THENCE NORTH 23 DEGREES 01'12" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF MEADOW DRIVE A DISTANCE OF 139.49 FEET (FORMERLY NORTH 23 DEGREES 07'12" EAST A DISTANCE OF 134.8 FEET) TO A FOUND HALF INCH IRON PIN; THENCE SOUTH 73 DEGREES 54'30" EAST A DISTANCE OF 215.03 FEET TO A FOUND HALF INCH IRON PIN; THENCE SOUTH 14 DEGREES 25'59" WEST A DISTANCE OF 240.02 FEET TO A FOUND HALF INCH IRON PIN; THENCE NORTH 79 DEGREES 53'24" WEST A DISTANCE OF 281.85 FEET TO A FOUND HALF INCH IRON PIN ON THE RIGHT OF WAY LINE OF SAID MEADOW DRIVE; THENCE ALONG SAID RIGHT OF WAY NORTH 38 DEGREES 38'28" EAST A DISTANCE OF 50.31 FEET TO A FOUND HALF INCH IRON PIN; THENCE ALONG CURVE 5N, NORTH 30 DEGREES 55'49" EAST A DISTANCE OF 87.27 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND SITUATED IN THE WEST ONE-HALF OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE ONE-QUARTER CORNER COMMON TO SECTIONS 13 AND 24; THENCE SOUTH 61 DEGREES 53'27" WEST A DISTANCE OF 1171.41 FEET TO A FOUND HALF INCH IRON PIN MARKING THE NORTHERLY POINT OF CURVE 5N AS DESCRIBED ON THE PLAT OF DUQUETTE PINES SUBDIVISION NO. 1 AS RECORDED AS INSTRUMENT NO. 73681 IN THE OFFICE OF THE BOISE COUNTY RECORDER; THENCE NORTH 23 DEGREES 01'12" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF MEADOW DRIVE A DISTANCE OF 139.49 FEET (FORMERLY NORTH 23 DEGREES 07'12" EAST A DISTANCE OF 134.8 FEET) TO A FOUND HALF INCH IRON PIN; THENCE SOUTH 73 DEGREES 54'30" EAST A DISTANCE OF 215.03 FEET TO A FOUND HALF INCH IRON PIN; THENCE SOUTH 14 DEGREES 25'59" WEST A DISTANCE OF 240.02 FEET TO A FOUND HALF INCH IRON PIN, THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 14 DEGREES 25'59" WEST A DISTANCE OF 11.85 FEET TO A HALF INCH IRON PIN; THENCE SOUTH 64 DEGREES 23'24" WEST A DISTANCE OF 430.66 FEET TO A HALF INCH IRON PIN; THENCE NORTH 16 DEGREES 57'30" EAST A DISTANCE OF 142.30 FEET TO A HALF INCH IRON PIN; THENCE ALONG CURVE 4N NORTH 27 DEGREES 46'30" EAST A DISTANCE OF 67.32 FEET TO A HALF IRON PIN; THENCE NORTH 38 DEGREES 31'18" EAST A DISTANCE OF 85.52 FEET TO A HALF INCH IRON PIN; THENCE SOUTH 79 DEGREES 53'24" EAST A DISTANCE OF 281.85 FEET TO THE POINT OF BEGINNING.

TRACT 4

A PORTION OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 1068.66 FEET NORTH AND 185.78 FEET EAST OF THE SOUTH QUARTER CORNER, SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, AND RUNNING THENCE NORTH 0 DEGREE 22'7" WEST 235.06 FEET; THENCE SOUTH 88 DEGREES 59'38" EAST 659.94 FEET; THENCE SOUTH 59 DEGREES 14'08" WEST 311.61 FEET; THENCE SOUTH 69 DEGREES 24'08" WEST 285.83 FEET; THENCE NORTH 78 DEGREES 15'54" WEST 144.75 FEET, TO THE POINT OF BEGINNING.

TRACT 5

COMMENCING AT A POINT THAT IS 698.17 FEET NORTH AND 944.12 FEET EAST OF THE SOUTH QUARTER CORNER SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, AND RUNNING THENCE NORTH 83 DEGREES 44'12" EAST 209.25 FEET; THENCE NORTH 83 DEGREES 34'122" EAST, 111.00 FEET; THENCE SOUTH 0 DEGREE 1'56" WEST 335.77 FEET; THENCE NORTH 89 DEGREES 4'0" WEST, 444.36 FEET; THENCE NORTH 7 DEGREES 20'06" EAST 197.38 FEET; THENCE NORTH 46 DEGREES 0'06" EAST 140.39 FEET TO THE POINT OF BEGINNING.

TRACT 6

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, AND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE BOISE MERIDIAN, BOISE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 5 EAST OF THE BOISE MERIDIAN AND RUNNING
SOUTH 89 DEGREES 06' 27" EAST 615.19 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE
NORTH 23 DEGREES 08' 22" EAST 82.88 FEET; THENCE
SOUTH 61 DEGREES 32' 25" EAST 250.65 FEET; THENCE
SOUTH 29 DEGREES 32' 48" EAST 255.62 FEET; THENCE
SOUTH 38 DEGREES 07' 38" WEST 104.93 FEET; THENCE
NORTH 75 DEGREES 31' 15" WEST 227.60 FEET; THENCE
NORTH 32 DEGREES 27' 12" WEST 243.30 FEET; THENCE
NORTH 23 DEGREES 08' 22" EAST 93.46 FEET TO THE POINT OF BEGINNING.

TRACT 8

COMMENCING AT A POINT THAT IS EAST 430.27 FEET AND SOUTH 965.96 FEET FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO AND RUNNING THENCE
NORTH 27 DEGREES 40'05" WEST 280.74 FEET; THENCE
NORTH 12 DEGREES 22'36" WEST 244.74 FEET; THENCE
NORTH 89 DEGREES 58'15" WEST 203.52 FEET; THENCE
SOUTH 44 DEGREES 26'04" WEST 128.47 FEET; THENCE
SOUTH 64 DEGREES 10'48" WEST 115.69 FEET; THENCE
SOUTH 35 DEGREES 03'12" WEST 125.06 FEET; THENCE
SOUTH 04 DEGREES 30'01" WEST 145.95 FEET; THENCE
SOUTH 02 DEGREES 55'51" EAST 208.40 FEET; THENCE
SOUTH 01 DEGREE 46'31" WEST 154.95 FEET; THENCE
SOUTH 27 DEGREES 40'31" EAST 382.88 FEET; THENCE
NORTH 59 DEGREES 13'29" EAST 263.56 FEET; THENCE
NORTH 23 DEGREES 36'49" EAST 439.89 FEET; THENCE
NORTH 36 DEGREES 28' EAST 132.24 FEET TO THE POINT OF BEGINNING.

TRACT 9

COMMENCING AT A POINT THAT IS EAST 430.27 FEET AND SOUTH 965.96 FEET FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, AND RUNNING THENCE
SOUTH 36 DEGREES 28'01" WEST 132.24 FEET; THENCE
SOUTH 23 DEGREES 36'49" WEST 439.89 FEET; THENCE
SOUTH 59 DEGREES 13'29" WEST 263.55 FEET; THENCE
SOUTH 35 DEGREES 12'22" EAST 422.31 FEET; THENCE
SOUTH 59 DEGREES 00'29" EAST 155.45 FEET; HENCE
SOUTH 58 DEGREES 13'33" EAST 126.23 FEET; THENCE
NORTH 78 DEGREES 26'46" EAST 322.58 FEET; THENCE
NORTH 13 DEGREES 15'27" EAST 864.65 FEET; THENCE
NORTH 66 DEGREES 03'25" WEST 565.81 FEET TO THE POINT OF BEGINNING.

TRACT 10

CHALET PROPERTY COMMENCING AT A POINT THAT IS NORTH 89 DEGREES 15' WEST, 854.90 FEET;
NORTH 14 DEGREES 18'42" EAST 78.07 FEET; FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, AND RUNNING THENCE
NORTH 16 DEGREES 25'54" EAST 162.19; THENCE
NORTH 47 DEGREES 11'16" EAST, 46.68 FEET; THENCE
SOUTH 75 DEGREES 40' EAST, 161.33 FEET; THENCE
SOUTH 01 DEGREE 04'52" WEST, 206.80 FEET; THENCE
NORTH 75 DEGREES 40' WEST, 240.0 FEET, TO THE POINT OF BEGINNING.

TRACT 11

COMMENCING AT A POINT WHICH IS 330.2 FEET, NORTH AND 765.95 FEET WEST OF THE QUARTER CORNER OF SECTION 13 TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, AND RUNNING THENCE SOUTH
NORTH 56 DEGREES 28'42" EAST 91.01 FEET; THENCE
NORTH 48 DEGREES 36'12" EAST, 148.26 FEET; THENCE
NORTH 69 DEGREES 58'30" WEST 187.3 FEET; THENCE
NORTH 76 DEGREES 24'30" WEST 197.3 FEET; THENCE
NORTH 80 DEGREES 54'30" WEST 372.7 FEET; THENCE
SOUTH 0 DEGREE 15' EAST 79.58 FEET; THENCE
SOUTH 66 DEGREES 31'30" EAST 597.80 FEET TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

BLS
LGM
DZK

Instrument # 196103

IDAHO CITY, BOISE COUNTY, IDAHO

2004-04-29

02:43:29 No. of Pages: 13

Recorded for : DUQUETTE PINES ARCHITECTURAL

RORA A. CANODY

Fee: 39.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT

AGREEMENT

This AGREEMENT, dated this 27th day of April, 2004 is entered into by and between Western Land Company, LLC, an Idaho Limited Liability Company (hereinafter referred to as "Western Land") and Duquette Pines Architectural Control Board, Inc., an Idaho non-profit corporation (hereinafter referred to as the "Board"). Western Land and the Board are sometimes referred to as the "Party" or "Parties," as the case may be.

WITNESSETH:

WHEREAS, Duquette Pines Division No. 1 is a platted subdivision as shown on Instrument No. 76381, Boise County Recorder's Office, and is subject to the Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 1 recorded on April 21, 1971 as Instrument No. 76383 in the Boise County Recorder's Office; and

WHEREAS Duquette Pines Division No. 2 is a platted subdivision as shown on Instrument No. 90161, Boise County Recorder's Office, and is subject to the Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 2 recorded on April 5, 1977 as Instrument No. 86073 in the Boise County Recorder's Office; and

WHEREAS, Duquette Pines Division No. 3 is a platted subdivision as shown on Instrument No. 91626, Boise County Recorder's Office, and is subject to the Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 3 recorded on April 26, 1979 as Instrument No. 91627 in the Boise County Recorder's Office; and

WHEREAS, the Board is a Homeowners' Association which was established by the

aforementioned Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 1, and governed by the aforementioned Declarations of Covenants, Conditions and Restrictions, Duquette Pines, Division Nos. 1, 2 and 3; and

WHEREAS, the Board has the powers to enforce the Covenants, Conditions and Restrictions of Duquette Pines Subdivision Nos. 1, 2 and 3, and such other powers as are granted by those Declarations of Covenants, Conditions and Restrictions and as are provided by existing law; and

WHEREAS, Western Land owns and is developing the platted subdivision property described and shown on Instrument No. 184014, Boise County Recorder's Office in Exhibit A attached hereto which is immediately adjacent to Duquette Pines Subdivision Nos. 1, 2 and 3; and

WHEREAS, Western Land's platted and subdivided property as shown in Instrument No. 184014, Boise County Recorder's Office is labeled as Duquette Pines Division No. 4; and

WHEREAS, lots in Duquette Pines Division No. 4 are subject to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Duquette Pines, Division No. 4 recorded on January 15, 2002 as Instrument No. 184261 in the Boise County Recorder's Office; and

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Duquette Pines, Division No. 4 contemplates the potential annexation of Duquette Pines Division No. 4 into the Board; and

WHEREAS, Duquette Pines Subdivision No. 4 shares amenities and facilities with Duquette Pines Subdivision Nos. 1, 2, and 3; and

WHEREAS, both the Board and Western Land wish to preserve the opportunity for Duquette Pines Subdivision No. 4 to be governed by the Board; and

WHEREAS, the Board and Western Land wish to more closely associate and formalize agreements regarding amenities shared by Duquette Pines Subdivision Nos. 1, 2, 3, and 4;

NOW, THEREFORE, in consideration of the following mutual covenants and agreements between the parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Access Easement Granted to Western Land. The Board hereby grants to Western Land, its successors and assigns, a permanent easement over the road owned by the Board, which is located in part within Duquette Pines Subdivisions Nos. 1, 2, and 3 and is shown on Instrument Nos. 76381, 90161, and 91626, Boise County Recorder's Office as "Meadow Drive", to provide Western Land, its successors and assigns, access to all of Duquette Pines Division No. 4.
2. Access Easement Granted to Board. Western Land hereby grants to the Board, its successors and assigns, a permanent easement over the road owned by Western Land, which is located in part within Duquette Pines Subdivision No. 4 and is shown on Instrument No. 184014, Boise County Recorder's Office as "Meadow Drive", to provide the Board, its successors and assigns, access to homes and lots within Duquette Pines Division Nos. 1, 2, and 3.
3. Road Maintenance Assessments. As of the date of execution of this agreement through the end of 2004, Western Land shall turn over to the Board all homeowner road assessments hereafter collected from Duquette Pines Division No. 4 lots that are not owned by Western Land. The parties agree and understand that current homeowner road assessments for the aforementioned lots are \$300 per lot, and that Western Land shall not be required to pay road assessments for lots within Duquette Pines Division No. 4 that continue to be owned by Western

Land. Western Land agrees to collect and enforce overdue road assessments for the aforementioned lots as provided in the Declaration of Protective Covenants, Restrictions and Easements for Duquette Pines Division No. 4.

Beginning in January 2005, the Board shall be responsible to bill and collect all homeowner road assessments for lots in Duquette Pines Division No. 4 as is provided in the Declaration of Protective Covenants, Restrictions and Easements for Duquette Pines Division No.

4. The parties understand and agree that road assessments after 2005 may be renegotiated on the basis of the actual costs that are necessary to maintain all roads in Duquette Pines Division Nos. 1, 2, 3 and 4. Western Land shall not be required to pay road assessments for lots within Duquette Pines Division No. 4 that continue to be owned by Western Land (with the understanding that Western Land intends to sell all of the lots it owns within Duquette Pines Division No. 4).

4. Road Maintenance. Until January, 2005, Western Land shall be responsible for maintenance (including snowplowing) of the roads in Duquette Pines Division No. 4. Beginning on January 1, 2005, the Board shall be responsible for maintenance (including snowplowing) of the roads in Duquette Pines Division No. 4.

5. Provision of Water to Specified Division No. 4 Lots. The Board will provide water from its water delivery and distribution system to the following twelve listed lots: Block 3, Lots 1, 2, 5, 9, 11, 13, 15, 16, 18, 20, 22; Block 5, Lot 1. Any lot within Duquette Pines Division No. 4 receiving water from the Board shall be subject to the same restrictions regarding water use as are all lots in Duquette Pines Subdivision Nos. 1, 2, and 3, unless otherwise provided by the Board.

6. Specified Division 4 Lots Subject to Water Use Restrictions. The Board shall bill any lots which are part of Duquette Pines Subdivision No. 4 for the water that is provided those lots. The Board agrees to collect all water assessments for the Duquette Pines Subdivision No. 4 lots which are provided water by the Board, provided, however, that Western Land shall not be required to pay water assessments to the Board for any lots that Western Land continues to own.
7. No Well Drilled in Proximity to Water System. Western Land agrees for it, its successors and assigns, that no well will at any time be drilled on Lot 22, Block 3, Duquette Pines Division No. 4 within 300 feet of the eastern boundary of Lot 22 which runs from southwest to northeast, and which boundary is described by L115, L117 and L118 on the plat recorded as Instrument No. 184014 in the Boise County Recorder's Office. It is understood by the parties that the purpose of this provision is to prevent interference with the well and water system operated by the Board which may be caused by any well drilled upon Lot 22, Block 3, Duquette Pines Division No. 4.
8. Execution of Quitclaim Deed and Grant of Easement to Access Water Delivery and Distribution System. Western Land shall execute the Quitclaim Deed attached hereto as Exhibit B. In addition Western Land hereby grants to the Board, its successors, heirs and assigns, forever, an interest in the existing easement 50 feet in width as shown on Instrument No. 184014, Boise County Recorder's Office, to access, maintain and/or replace any and all parts of the water delivery and distribution system contained in part upon Block 3, Lot 24, Duquette Pines Division No. 4. Such existing easement crosses Lots 25 and 26, Block 3, Duquette Pines Division No. 4 as shown on Instrument No. 184014, Boise County Recorder's Office.
9. Western Land to Decide Whether it Desires Division No. 4 to Join Board. At such time

as Western Land has sold 90% of the lots in Duquette Pines Division No. 4 (or at such earlier time as Western Land, at its option, desires), Western Land shall determine whether it desires that Duquette Pines Division No. 4 will be annexed into the Board as is contemplated by Section 1.3 of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Duquette Pines, Division No. 4, and shall inform the Board immediately of its decision. Thereafter, the Board, at its option, shall determine whether to annex Duquette Pines Division No. 4. In any case, Western Land reserves all rights it has as the declarant for Duquette Pines Division No. 4 until the anticipated merger with the Board is complete or any other applicable final agreements are reached between the parties herein.

10. Fire Suppression Tank Purchase and Installation. The Board and Western land shall jointly install a fire suppression tank of ten thousand gallons in size on Lot 24, Block 3 of Duquette Pines Division No. 4. The tank as installed shall meet potable water requirements and shall be connected to the existing water system for Duquette Pines Division Nos. 1, 2, 3, the lots specified in paragraph 5 herein, and Duquette Pines Division No. 4, Block 1, Lots 1, 3, and 4, and Block 3, Lot 23. Duquette Pines shall be responsible for one-half of the purchase cost of such tank and fittings. Western Land shall be responsible for one-half of the purchase cost of such tank and fittings, and shall supply the labor and equipment necessary for its installation. Installation shall be complete by approximately July 30, 2004. The Board shall retain ownership of the installed tank.

11. Time is of the Essence. It is agreed that time is of the essence of this Agreement.

12. Fees and Costs. In the event that a party hereto shall be required to secure legal services

or advice to enforce any of their respective rights, duties or obligations hereunder, with or without litigation, the successful party with respect to such enforcement shall be entitled to recover, in addition to all other remedies, reasonable attorney fees and costs.

13. Binding Effect of Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and representatives. This Agreement shall be recorded in the Boise County Recorder's Office.

14. Exhibits. All exhibits referenced herein and attached hereto are incorporated into and made a part of this Agreement as if expressly and fully set forth in the body of this Agreement.

15. Entire Agreement. This Agreement is intended to supersede all prior written agreements between the parties. As such, this Agreement, including the recitals hereinabove set out, constitutes the entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreement, communication, or understanding pertaining to any such matter, shall be effective for any purpose.

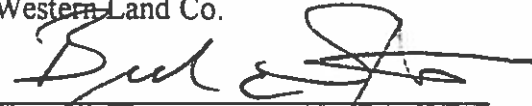
16. Duplicate Originals. This Agreement shall be executed in duplicate originals, with each page, including exhibits, initialed by each party, and each party shall retain one (1) original of the Agreement.

17. Recordation. This Agreement shall be recorded in the office of the Boise County Recorder upon its execution.

IN WITNESS WHEREOF, the parties hereto have dated and set their hands.

DATED this 27th day of April, 2004.

Western Land Co.


BRAD C. STONE, MEMBER

DATED this 27th day of April, 2004.

Duquette Pines Architectural Control Board, Inc.

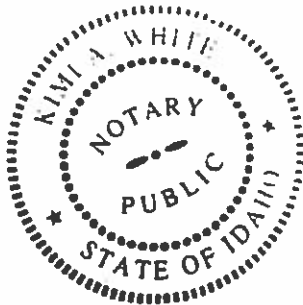

BRENT ADAMSON, PRESIDENT

STATE OF IDAHO)
) ss.
County of Idaho)

On this 27th day of April, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Brad C. Stone known or proven to me to be a member of Western Land Company, the Idaho Limited Liability Company whose name is subscribed to the foregoing instrument, and acknowledged to me that Western Land Company executed the same.

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

(SEAL)



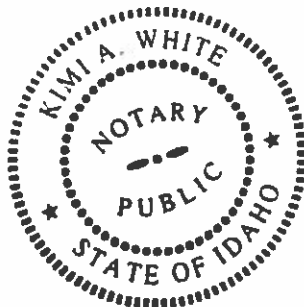
Kimi A. White
Notary Public for Idaho
Residence: Boise, Idaho
My commission expires: 5/10/10

STATE OF IDAHO)
) ss.
County of Idaho)

On this 27th day of April, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Brent Adamson known or proven to me to be the president of Duquette Pines Architectural Control Board, Inc., the Idaho Non-Profit Corporation whose name is subscribed to the foregoing instrument, and acknowledged to me that said 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.

(SEAL)



Kimi A. White
Notary Public for Idaho
Residence: Boise, Idaho
My commission expires: 5/10/10

Exhibit A

Exhibit B

PO Box 748
Idaho City, ID 83431

GRANTOR, WESTERN LAND CO., an Idaho Limited Liability Company, for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM, unto DUQUETTE PINES ARCHITECTURAL CONTROL BOARD, INC., an Idaho non-profit Corporation, as GRANTEE, and to Grantee's successors, heirs and assigns, forever, all of its interest in the following described real estate, situate in the County of Boise, State of Idaho, to-wit:

- TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging, including, but not limited to buildings, generators and water diversion and distribution system implements which are attached to wells located on any of the foregoing described real property.

Brad C. Stone, Member

Instrument # 196291
IDAHO CITY, BOISE COUNTY, IDAHO
2004-05-12 02:10:03 No. of Pages: 1
Recorded for : DUQUETTE PINES ARCHITECTURAL
RORA A. CANODY Fee: 3.00
Ex-Officio Recorder Deputy *Shirley Kye*
Index to DEEDS

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

Notary Public for Idaho
Residence: Boise Idaho
My commission expires: 04/01/10

Instrument # 196104
IDAHO CITY, BOISE COUNTY, IDAHO
2004-04-29 02:43:29 No. of Pages: 1
Recorded for: DUQUETTE PINES ARCHITECTURAL
RORA A. CANODY Fee: 3.00
Ex-Officio Recorder Deputy *[Signature]*
Index to DEEDS



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 28, 2016

DUQUETTE PINES ARCHITECTURAL CONTROL BOARD INC
PO BOX 748
IDAHO CITY ID 83631

RE: Notice of Ownership Change in Water Right No. 63-8643

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

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 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 as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones', is written over a horizontal line.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures



December 20, 2016

Chad Jones
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

RECEIVED
DEC 23 2016
WATER RESOURCES
WESTERN REGION

Subject: Notice of Ownership Change in Water Right No. 63-8643

Dear Chad,

Per your request letter to the applicants dated December 8, 2016, attached is documentation showing how Duquette Pines, Inc. (now dissolved) became Duquette Pines Architectural Control Board, Inc. The attached documents are described below.

1. **Warranty Deed for Subdivision No. 4 dated 11/08/2001:** Duquette Pines, Inc. developed subdivision Nos. 1, 2 and 3 of Duquette Pines Subdivision and sold their remaining assets that included subdivision No. 4 (yet to be developed) and the management of the subdivision's shared water delivery system to Western Land Co.
2. **Agreement and Quitclaim Deed dated 4/27/2004:** Western Land Co. agreed and quitclaimed all their interest in Duquette Pines Subdivision No. 4 and the shared water delivery system to Duquette Pines Architectural Control Board.

Thank you very much for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lori Graves", is written over a horizontal line.

Lori Graves
Water Rights Specialist

Cc: Lisa Burt

Enclosures

SPF file number: 1248.0020

No. C 134568	Due no later than Jun 30, 2016 Annual Report Form		2. Registered Agent and Address (NO PO BOX)	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. DUQUETTE PINES ARCHITECTURAL CONTROL BOARD, INC. ART BURGET PO BOX 748 IDAHO CITY ID 83631		BRENT ADAMSON 27 SKYLINE IDAHO CITY ID 83631	
			3. <u>New</u> Registered Agent Signature:*	
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).				
Office Held	Name	Street or PO Address	City	State
PRESIDENT	ART BURGET	PO BOX 748	IDAHO CITY	ID
VICE PRESIDENT	ROY DOAN	PO BOX 748	IDAHO CITY	ID
5. Organized Under the Laws of: ID C 134568		6. Annual Report must be signed.* Signature: LISA KINDELBERGER Name (type or print): LISA KINDELBERGER Date: 06/06/2016 Title: BOOKKEEPER		
Processed 06/06/2016		* Electronically provided signatures are accepted as original signatures.		



State of Idaho

DEPARTMENT OF WATER RESOURCES

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Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 8, 2016

DUQUETTE PINES ARCHITECTURAL CONTROL BOARD INC
PO BOX 748
IDAHO CITY ID 83631

RE: Notice of Ownership Change in Water Right No. 63-8643

Dear Applicants,

The Department of Water Resources acknowledges receipt of your request for an ownership change on the water right mentioned above. However, after reviewing the request, it was determined the form was not completed and additional documentation is needed to complete this request.

Please complete and submit the requested documentation listed below:

- *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. The bylaws for Duquette Pines Architectural Control Board, Inc. provided with the application are insufficient to change ownership of the water right. The Department is requesting documentation showing the chain of events from Duquette Pines, Inc. dissolving and becoming Duquette Pines Architectural Control Board, Inc. or documentation illustrating what happened to assets once the original incorporation dissolved.*

Because the Department cannot process this request at this time, we will hold any action on your notice pending receipt of the necessary documentation. If we do not receive the required documentation within 30 days, the notice will be returned and will not be processed.

Thank you for your cooperation. If you have any questions please, contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones'.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures