

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 06 2013

DEPARTMENT OF  
WATER RESOURCES

## Notice of Change in Water Right Ownership

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?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| Water Right 63-32688  | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Barron Development LLC

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Wild Prairie Estates Homeowners Association, Inc.

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

12962 Shasta Daisy Way % Teresa Watson, President

Mailing address

Nampa

Idaho

83686

City

State

ZIP

208-608-6462

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: 1/3/2013 (Date of Latest Deed)

6. 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.

7. Signature: Teresa Watson Title, if applicable: President HOA Date: 4-30-13

Signature of new owner/claimant

Title, if applicable

Date

Signature: \_\_\_\_\_ Title, if applicable: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by [Signature] Date 5-6-13 Receipt No. 0097105 Receipt Amt. 25.00

Approved by \_\_\_\_\_ Processed by [Signature] Date 5-8-13

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

In Re, SRBA  
Case No. 39576

PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR

Water Right 63-32688

NAME AND ADDRESS: BARRON DEVELOPMENT LLC  
C/O SALLIE PALLERIA  
2511 DORMAN AVE  
CALDWELL, ID 83605

SOURCE: GROUND WATER

QUANTITY: 0.51 CFS  
114.00 AFY

PRIORITY DATE: 10/31/1966

POINT OF DIVERSION: T02N R03W S14 NENE Within Canyon County

PURPOSE AND  
PERIOD OF USE:

| PURPOSE OF USE | PERIOD OF USE  | QUANTITY               |
|----------------|----------------|------------------------|
| Irrigation     | 03-15 TO 11-15 | 0.51 CFS<br>114.00 AFY |

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: Irrigation Within Canyon County  
T02N R03W S13 NWNW 38.0  
38.0 Acres Total

This right is limited to the irrigation of 25.3 acres within the place of use described above in a single irrigation season.

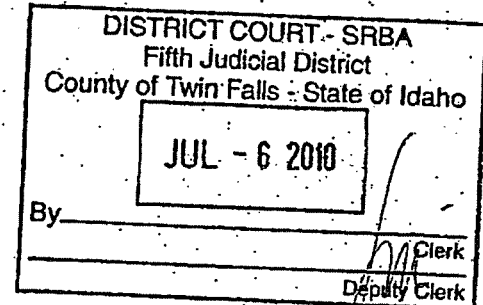
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

RULE 54(b) CERTIFICATE

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

Eric J. Wildman  
Presiding Judge of the  
Snake River Basin Adjudication



State of Idaho  
Department of Water Resources

# Adjudication Recommendation

63-32688

## IRRIGATION

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
- Taxlots

0 0.075 0.15 0.3 Miles



200707936

INSTRUMENT NO. 2007058950

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WILD PRAIRIE ESTATES  
CANYON COUNTY, IDAHO**

**PREAMBLE**

The intent and purpose of this document is to preserve the inherent natural beauty of our area and to foster in the development of Wild Prairie Estates the blending of nature's attributes with the desire for a better place to live.

The quality of the development is dependent on the people and their attitudes towards the community in which they live. The covenants contained in this declaration are directed towards the goal of crafting a fine residential community and creating an environment in which people will be proud to build a home. The administration and enforcement of these covenants will be the responsibility of Barron Development LLC, an Idaho Limited Liability Corporation ("Declarant") and its successors and assigns. Architectural control will be the responsibility of the Architectural Control Committee consisting of three or more members initially appointed by Declarant, which will control construction and landscaping within the development for the mutual benefit of all lot owners.

**DECLARATION AND ESTABLISHMENT OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
WILD PRAIRIE ESTATES**

THIS DECLARATION is made on \_\_\_Aug 1\_\_\_, 2007, Barron Development LLC, (Declarant).

WHEREAS, Declarant owns certain real property described in Article 1 of this Declaration; and

WHEREAS, Declarant intends by this Declaration to establish restrictions, limitations, and covenants that run with the land and will be binding on all parties (and their successors) having or acquiring any right, title, or interest in the real property described in Article 1; and

WHEREAS, it is the desire and intention of Declarant to sell the property described in Article 1 and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the real property described in Article 1 and the future owners of that real property;

NOW, THEREFORE, Declarant declares that all of the property described in Article 1 is held and will be held, conveyed, hypothecated, encumbered, leased, rented, used,

occupied, and improved subject to the following limitations, restrictions, covenants, and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, use and sale of the property, and are established and agreed on for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and every part of it. All of the limitations, restrictions, and covenants will run with the land and will be binding on all parties having or acquiring any right, title, or interest in the property described in Article 1 or any part thereof, and will inure to the benefit of all of the property described in Article 1 and the future owners of that property. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any right, title or interest in the real property described in Article 1, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the restrictions, covenants and limitations set forth in this Declaration.

## **ARTICLE 1. PROPERTY SUBJECT TO DECLARATION**

1.01 The property subject to this Declaration is known as Wild Prairie Estates, and is more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1 and Lots 1, 2 and 3, Block 2, Wild Prairie Estates Subdivision, according to the Plat filed in Book 40 of Plats, page 14, records of Canyon County, Idaho

\* 1.02 Reservation by Grantor;

Grantor owns certain water rights, to include surface water which is appurtenant to the property and which may be used in the irrigation system. Grantor here by reserves to it self, all of grantor's rights appurtenant to the property, And no owner shall have any right, title or interest in any of the water rights. Water rights will be transferred to the Home owners association, once all 11 lots have been sold.

## **ARTICLE 2. DEFINITIONS**

ACC: The Architectural Control Committee of Wild Prairie Estates.

Assessment: Payments required of Owners and Association Members including Regular, Irrigation, Special and Limited Assessments of the Association as further explained in this declaration.

Association: Wild Prairie Estates Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the Association.

Board: The Board of Directors or other governing board or individual, if applicable, of the Association.

Building lot: Any plot of land showing upon any recorded plat of the Property.

**Bylaws:** The Bylaws of the Association, including any amendments thereto duly adapted.

**Declarant:** Barron Development, LLC, its successors or assigns.

**Declaration:** This instrument as it may be amended from time to time.

**Dwelling Unit:** A portion or part and all projections of any structure intended to be occupied by one family as a dwelling, together with the vehicular parking garage next to such Dwelling Unit.

**Lot:** A plot of land as specified or shown on the recorded plat of Wild Prairie Estates upon which improvements may be constructed. The term "Lot" shall include only single-family residential lots.

**Mortgage:** Any mortgage, deed of trust or other security instrument by which a Lot or its improvements is encumbered.

**First Mortgage:** Any Mortgage possessing or holding a lien on a Lot or any part thereof prior to any other Mortgage.

**Map:** The recorded plat map referred to in Article 1.

**Mortgagee:** Any person or the successor to any person named as the Mortgagee, beneficiary or creditor under a mortgage.

**First Mortgagee:** A Mortgagee who holds a First Mortgage.

**Outbuilding:** Any building other than a Dwelling Unit.

**Owner:** The record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract purchases, but excluding those having an interest merely as security for the performance of an obligation unless the Mortgagee is in actual possession as a result of foreclosure.

**Project:** The Property and all contemplated improvements thereto comprising Wild Prairie Estates.

**Property:** The real property constituting Wild Prairie Estates according to the official recorded plat thereof, and every part, parcel and Lot thereof, and shall further mean and refer to such additional real property as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions by Supplemental Declaration, pursuant to the provisions hereof for the annexation and addition or additional parcels of real property.

**Setback:** The minimum distance between the residence or other structure referred to and a given street or line.

**Street:** Any street, highway, or other thoroughfare shown on the Map of the property, whether designated on the Map as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.

**Water Systems:** All mains, pipes and structures through which water is obtained and distributed including, but not limited to, wells and well structures, pumps, pipes, valves, intakes, and all appurtenances. The Water System shall include and be expressly limited to the provision of water for irrigation of pasture on Lots, as described herein, and irrigation for private yards. Domestic water and provision of water for fire protection purposes shall not be provided by the Water System and shall be the sole responsibility of each individual Owner.

### **ARTICLE 3. BASIC RESTRICTIONS**

#### **Use of Property**

**3.01.** No building may be erected, constructed, altered, or maintained on any of the lots other than a single family residence (including guests and household servants) with customary and suitable outbuilding as permitted by law and the Architectural Control Committee ("ACC").

#### **Location of Structures**

**3.02.** Construction of any and every nature must be confined to and take place only within the building limits of each building site. The location and design of swimming pools, covered gazebos, and other outbuildings, as well as the main structures on each of the building sites must be approved in writing by the ACC before any construction or preparation for construction on any building site.

#### **Resubdivision of Lots**

**3.03.** None of the above-described lots may be resubdivided or split into lots of a lesser size than the size of the original lot without the prior written consent of the Declarant and without obtaining the appropriate permission from Canyon County and any other regulatory agency impacted by the proposed split or resubdivision.

#### **Changing Grades, Slopes and Drainage**

**3.05.** No change in the established grade or elevation of the lots, and no change in the established slope or ratio of the cuts and fills, which alters established drainage patterns will be permitted without the prior written consent of the ACC and without the prior written approval of the County Building Department. For the purpose of this Declaration, established drainage patterns are defined as the drainage patterns existing at the time the grading of the property was completed in conformity with the county-approved storm drainage plan. No drainage will be allowed to drain over any banks. No individual Lot drainage will be allowed to leave said individual Lot.

Declarant reserves the right to make any and all cuts and fills on the property and on the building sites included on the property, and to do such grading as in its judgment may be necessary to grade streets and lots designated or delineated on the Map of the property or any part thereof.

Each of the owners of the Lots covenants to permit free access by Declarant and owners of adjacent lots to slopes or drainage ways located on his or her property when access is required for the maintenance or permanent stabilization of the slopes, maintenance of the drainage facilities, or protection and use of property other than the lot on which the slope or drainage way is located.

### **Wells, Derrick and Mines**

**3.06.** No wells for the production of, or from which there is produced, oil or gas may be operated on any Lot, nor may any machinery, appliance, or structure be placed, operated or maintained on any lot for use in connection with any trading, manufacturing or repairing business. No mining or quarrying operations of any kind will be permitted on or in any lot, nor will oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. Declarant reserves all crude oil, petroleum, gas, asphaltum and all kindred substances and other minerals under and in the land, and all surface entry rights.

### **Nuisance and Nonconformity**

**3.07.** Nuisance – no noxious or offensive trade or activity may be carried out on the property, nor may anything be done on the property that may be or become an annoyance or nuisance to the owners or occupants of the property, including but not limited to, storage of any materials that might create an insect pest control problem or the ill-maintenance of any plant or landscape materials.

**Livestock** – No poultry or swine may be raised, bred or kept on the property, except that horses or up to two livestock animals such as cow, sheep, goats can be kept for personal use and dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes or in unreasonable quantities, and provided that they do not become a nuisance to the owners or occupants of the property. Pets must be kept within Lot areas or on a leash when out of Lot areas.

**Temporary Structures** – No tents, shacks, trailers, basement, garage or outbuildings may at any time be used on any Lot as a residence, either temporarily or permanently, nor may any residence of a temporary character be constructed, placed, or erected on any Lot.

**Signs** – No signs of any kind or other advertising device of any character for any purpose or use whatsoever, may be erected, posted, pasted, painted, displayed or maintained on the property, except that on any lot or building site, one sign advertising the property for sale or lease, may be erected and maintained; and further excepted that Declarant or its agents may erect and maintain on the property signs and other advertising devices it

deems necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision or sale of the property.

**Poles, Masts and Antennas** – No poles, masts or antennas of any type, size or height may be constructed on any lot, or on or above the roof of any dwelling or structure, except that satellite television and internet transmission dishes are allowed as approved by the Architectural Control Committee.

**Upkeep of Real Property** – Each Lot owner covenants to keep, maintain, water, plant and replant all areas, slopes, banks, rights-of-way and setback areas located on that owner's Lot so as to prevent erosion and to present an attractive appearance at all times.

**Vending of Liquor or Beverages** – No liquor or alcoholic beverages of any kind may be sold on the property.

**Drying Yards** – No utility area or drying yard may be constructed or maintained on the property unless a plan for it is first submitted to the ACC and the ACC then issues a written determination that the plan appropriately provides for screening of the area or yard from exterior view.

**Storage of Materials, Junk, Trash and Manure** – The storage of or accumulation of junk, trash, manure or other offensive or noxious materials is specifically prohibited. No burning will be permitted except in fireplaces or barbecues.

**Storage of Cars, Trailers, Campers, Boats, etc.** – No house trailer, living trailer, self-propelled vehicle (except a motor vehicle), boat or boat trailer of any type may be parked on any street either temporarily or permanently, RV, or horse trailers boat trailer must have pads constructed 5' from the front of the garage side, if visible from the street or adjoining lots. Motor vehicles may not be parked longer than 48 hours outside of a garage or on any building site where visible from the street. No painting, repairing or mechanical work, other than customary maintenance work and minor emergency repairs, may be done on any building site except in enclosed areas approved by the ACC in writing, which areas must be sufficiently screened from the street and adjacent lots to eliminate any possibility of a nuisance being created by the storage of such items or activities involving such items. For the purpose of this section, an approved screening may be a six (6) foot solid vinyl fence or landscaping enclosure approved by the ACC.

**Use of Garages** – No dwelling may be constructed or maintained on a building site without a garage large enough to contain three (3) standard sized automobiles, which garage must be used to park the automobiles belonging to the owner or occupants of the building site, and for other purposes not incompatible with that use. Automobiles are to be kept in the garage when not in use. The use of carports in place of garages is specifically prohibited. The doors of a garage facing the street or streets adjacent to the building site on which the garage is located must be kept closed at all times, except when an automobile is entering or exiting to or from the garage.

### **Diligence in Construction**

3.08. The work of constructing and erecting any building or structure must be prosecuted diligently and continuously from the start thereof until it is completed. No outbuildings may be completed before the completion of the dwelling, except that temporary office and storage buildings may be erected for workers engaged in building a dwelling on the property. Any temporary buildings must be removed as soon as the dwelling is completed. All structures must be suitably painted, colored or stained immediately on construction as per plans and specifications.

### **Easements and Rights-of-Way**

3.09. The property, including all building sites on it, is subject to easements and rights-of-way for erecting, constructing, maintaining and operating public sewers and poles, wires and conduits for lighting, heating, power, television, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground, as the easements and rights-of-way are more particularly set forth on the Map, or as they may hereafter be located and utilized by Declarant.

## **ARTICLE 4. ARCHITECTURAL STANDARDS AND CONTROLS**

### **Subdivision Standards**

4.01. These restrictions have neither the intent nor the purpose to in any way affect the subdivision standards that are set up by Canyon County, Idaho. Declarant and Declarant's agents as subdividers have the sole responsibility of developing the planning, engineering and execution of the subdivision and development of the property before land sales. It will be their responsibility to coordinate and meet the County requirements for the subdivision.

### **Setbacks**

4.02. The setbacks must conform to Canyon County requirements as per the plans approved by the County relating to the property. All setbacks must further conform to Canyon County requirements in place at time of issuance of a building permit.

### **Location on Lots**

4.03. The location of the structure or structures on the building site and the landscaping must bear an overall relation to the adjacent properties so as to create an aesthetically pleasing overall appearance and to maintain view.

### **Fences**

4.04. All fences, including their location, style, material, color, height and function, will be subject to the written approval of the ACC before installation. The ACC will consider

the topography of the land and the maintenance of views before granting approval. Chain link fences will not be permitted. Fences will be of vinyl material only. The owner will maintain and keep in good condition and repair the fences located on the owner's building site. .

### **Landscaping**

**4.05.** Within thirty (30) days after the completion of any residence, permanent landscaping must be installed in the front of the residence. The landscaping must be maintained in a neat and orderly condition at all times after installation so that it presents a pleasing appearance to the owners and occupants of the building sites.

Declarant reserves the right at all times, on written or visual evidence of any unplanted or inadequately maintained vacant or improved building site, to enter in or on that building site after reasonable notice to the owner, to plant, cut or replant, trim, cut back, remove, replace, and/or maintain hedges, trees, shrubs and flowers within setback areas and/or to to keep cultivated and/or remove plants on any portion of the lot, all at the expense of the owner. Declarant, or any officer or agent of Declarant, will not be deemed guilty of any manner of trespass for entry pursuant to this paragraph.

### **Size Requirements for Structures**

**4.06. Floor Area** – Single-story homes shall have a minimum of 2200 square feet of living space with a three (3) car garage. Single-story homes, with a bonus room, shall have 2000 square feet of living space on the main level and the bonus room shall have no less than a minimum of 400 square feet for a total of 2400 square feet with a three (3) car garage. The two-story homes shall have a minimum of 2400 square feet, with no less than 1100 square feet on the first level with a three (3) car garage.

**Garages** – All houses shall have an enclosed garage, which holds no less than three (3) cars and which is an integral part of the structure. All floor area requirements shall be exclusive of the required garage area. All garage areas shall be attached and match the construction standards of the house as well as be constructed of good quality material and workmanship. All driveways must be paved or asphalted.

**Exterior Appearance** – Each house shall have brick, stone or stucco on the front exposure. A minimum, of 30% of the front exposure. The plans for each home will be reviewed individually for overall appearance when the plans are submitted to the ACC. No vinyl siding will be allowed.

**Roofs** – Roofs must be of at least 6/12 pitch with multiple roof lines. Roofing material must be a 30-year architectural shingle of black, driftwood or weather wood. Roof vents should be hidden if possible and painted matte black. Chimneys must be enclosed within a chase with an enhancer at the top of the chase. Roof color must be approved by the ACC along with the colors of the exterior of the house.

**Dog Runs** -- Dog runs may be permitted along a side fence. Dog runs are not permitted in front yards. Dog run fencing must not be more than six (6) feet high and they must be screened from neighbors' view. Dog runs must be approved by the ACC in writing prior to construction.

**Construction Time** -- Construction of any residences in the Subdivision shall be diligently pursued after commencement thereof, once commencement of building the structure, it is to be completed within a twelve (12) month period.

**Light Pole** -- All homes will have front yard lighting on a photocell with one or more of the following: decorative post lighting with a photocell, soffit lighting with photocell, upgraded landscape lighting on photocell or upgraded garage light fixture on photocell (no switch) all with a minimum bulb power of 40 watts. Completion is the specific responsibility of the owner.

#### **New Materials**

**4.07.** No second-hand material may be used in the construction of any buildings or structures without the prior written approval of the ACC.

#### **Painting**

**4.08.** All exterior wood and manufactured surfaces, with the exception of brick or stone, must be painted or stained. All buildings that are of frame construction must be painted or stained with at least two coats on completion. The color choices for exterior will need to be approved by the ACC.

### **ARTICLE 5. ALTERATIONS, ADDITIONS, REMODELING, REDECORATING OF EXTERIOR PORTIONS OF STRUCTURES**

**5.01.** No alterations in the exterior design or color of any structure, including additions, may be made without the prior written approval of the ACC. The materials used for any approved alteration must harmonize and complement the original building or buildings and must be approved in writing by the ACC before the alteration. No approval is required to repaint or re-stain any structure with the same color scheme that was previously used and approved.

### **ARTICLE 6. ARCHITECTURAL CONTROL COMMITTEE**

#### **Purpose and Functions**

**6.01.** The purpose of the Architectural Control Committee (ACC) is to achieve and maintain the aesthetic goals of Declarant. The function of the ACC is to enforce the restrictions contained in this Declaration by the review of plans and specifications submitted for approval and by the inspection of actual construction and progress to ensure conformity with the plans and specifications as approved. Declarant does not

intend to protect the community as a whole, and the individuals comprising it, from undesirable construction. Therefore, in the case of hardship or other good reason, the ACC may make exceptions to any of the restrictions in this Declaration at any time after proper written application.

#### **Architectural Control Committee Members, Term and Appointment**

6.02. The ACC will consist of three (3) persons to be appointed by Declarant. No person may be appointed to the ACC by Declarant who is not actively engaged in and/or experienced in land-use planning, land development, architecture, engineering or another associated field that would lend background and experience to the person to judge the intent of the restrictions and the conformity to the restrictions of plans and specifications submitted for review and approval.

Any ACC member appointed by Declarant is subject to removal by Declarant at any time. The term of each ACC member, unless earlier terminated by Declarant, will be one year. At the discretion and option of Declarant, and while the Declarant has the right to fill vacancies on the ACC by appointment, the term of an ACC member may be extended for an additional years.

Declarant reserves the right to fill vacancies on the ACC by appointment. If the Declarant fails to make an appointment within 90 days after a vacancy occurs, then that vacancy will be filled by an appointment made by a majority of the owners of building sites other than Declarant's that have been subdivided for single-family residential purposes at the time of the vacancy. A duly executed written notice of any appointment or removal may be filed by Declarant with the Canyon County Recorder and will then serve as notice to all persons of the matters set forth in the notice. Declarant may relieve itself of the obligation of appointing and maintaining the ACC by filing with the Canyon County Recorder a notice the Declarant has surrendered the powers appointment and maintenance of the ACC. On the recording of this notice, the powers and obligations of appointment and maintenance will immediately vest in a majority of the owners of building sites other than Declarant's that have been subdivided for a single-family residential purposes at the time of recording, and then in the Board of Directors when 80% of the Lots have been sold and escrow for sale has closed, at which time the Board shall appoint the three (3) members of the ACC at each annual meeting of the Board, immediately after close of elections.

#### **Action by ACC**

6.03. The ACC members will work as a panel. They will first review submitted plans and specifications individually and subsequently discuss them jointly. Written approval of two members will constitute approval of preliminary or final submissions; provided that if no notice of rejection is received after 30 days from the date of receipt of a submission, this inaction will be deemed approved. All decisions of the ACC are final. Written notice of the ACC's approval or rejection

may be recorded with the Canyon County Recorder and this will be conclusive evidence of approval or rejection.

Final acceptance will be in writing and signed by two members; recordation of the final acceptance is conclusive evidence of it. If no final acceptance is given or recorded, or if no notice of noncompliance is recorded within 60 days after receipt of by the ACC and Declarant of a copy of the duly recorded notice of completion of the construction, alteration or placement of any structure on the building site, then this failure to give or record final acceptance or to file a notice of noncompliance will be deemed conclusive evidence of final acceptance of the structure by the ACC.

The actions or inactions of the ACC or its agents when exercising in good faith its discretion in enforcing this Declaration will not be a basis for damages to any owner or any other person, nor will any such actions or inactions by Declarant, the ACC or any ACC member, or their officers or agents, individually or collectively, constitute a cause of action for damages or equitable relief to any owner or any other person. Declarant, its successors or assigns, the ACC or any ACC member, or their officers or agents, individually or collectively, will not be responsible for any loss or damage, or be liable in any other way for any errors or defects, patent or latent, in the plans and specifications submitted for approval, or in any building or structure erected in accordance with those plans and specifications.

#### **Architectural Permit and Fees**

6.04. An Architectural Permit is required for any construction or alteration, and may be obtained by the architect or designer at Declarant's office. The following fee schedule applies: preliminary plans must be accompanied by a fee of one hundred dollars (\$100); plans for an addition or alteration to an existing residence must be accompanied by a fee of seventy-five dollars (\$75); All fees should be made payable to Wild Prairie Estates Homeowners Association.

#### **Submission of Preliminary Plans**

6.05. The owner of each lot on which construction is contemplated must submit to the ACC a set of preliminary working drawings or plans, which must consist of a plot plan, floor plan and elevation. On review, the ACC may request additional drawings for clarification.

#### **Submission of Final Plans and Specifications**

6.06. On approval of the preliminary plans, two sets of final plans and specifications must be submitted to the ACC for final approval. These plans and specifications must describe in detail the floor plan arrangement, elevations, section structural solutions, use of materials, heights and dimensions, site placement, fences, grading, drainage plans, access, fire sprinkler plans, landscape and patio plans and any other pertinent data required to fully illustrate the intended design, construction and use.

Before giving final approval, the ACC may require that the plans and specifications comply with any requirement imposed by the ACC as to structural features, building materials used, or any characteristics not otherwise expressly covered by this Declaration. The approval of the ACC does not relieve the owner from complying with any requirements of any public authority having jurisdiction and does not constitute any representation or guarantee by the ACC member or Declarant as to the structural sufficiency of any construction. Approval by the ACC of any plans and specifications is not a waiver by the ACC of its right to object to any of the features or elements embodied therein, if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for other building sites.

#### **Inspection and Conformity to Plans**

6.07. Deviations must be diligently guarded against and all deviations or nonconformities set forth in any notice of noncompliance issued by the ACC must be corrected before final acceptance.

#### **Final Acceptance**

6.07. The owner of each building site agrees that use of the structure or structures on the building site will not commence until the ACC's final acceptance in writing has been obtained.

#### **Enforcement of ACC Rulings**

6.08. If the owner of any building site fails to comply with any notice of noncompliance or directive or order from the ACC, then the ACC or Declarant will have the right and authority, after reasonable notice, to perform the subject matter of the directive or order and the cost of that performance will be charged to the owner and may be recovered by the ACC or Declarant in an action at law against the owner.

Furthermore, this Declaration vests the ACC or Declarant with the right to bring a proceeding inequity to enforce the general and specific intent of this Declaration as follows: if written notice to the ACC of steps to correct any noncompliance is not given within 15 days, or if the noncompliance is not thereafter cured within a reasonable time from the date notice of the noncompliance is given by the ACC to the owner of the building site whose act or omission constitutes the noncompliance, the ACC or Declarant may record the notice of noncompliance and thereafter file a proceeding in equity to restrain the noncompliance or attempted noncompliance.

### **ARTICLE 7. SCOPE AND DURATION**

7.01. All the covenants and restrictions of this Declaration are imposed on the property for the direct benefit of the property and the owners of the property as a

part of a general plan of improvement, development, building, occupation and maintenance. These covenants and restrictions will run with the land and will be binding on all of the owners of the property and all persons claiming under them, and continue to be in full force and effect for a period of twenty (20) years from the date that this Declaration is recorded. After the expiration of this period, the covenants and restrictions will be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by three-fourths of the then owners of record of the property has been recorded, agreeing to amend this Declaration in whole or in part or to terminate this Declaration.

## **ARTICLE 8. BREACH AND RIGHT OF ENFORCEMENT**

### **Breach**

**8.01.** The covenants and restrictions established in this Declaration will run with the land and will be binding on all parties (and their successors) having or acquiring any right, title, or interest in the real property described in Article 1. Declarant or any owner of any of the property, including any bona fide purchaser under contract, in the event of a breach of any restriction or covenant in this Declaration or a continuance of any such breach may by appropriate legal proceedings take steps to enjoin, abate or remedy the breach. It is agreed that damages are not an adequate remedy for breach.

Every act or omission that violates in whole or in part any of the covenants contained in this Declaration is declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, will be applicable and may be exercised by Declarant, the ACC or the owner of any of the property.

The remedies provided in this Declaration for breach of the covenants contained in this Declaration are cumulative; none of the remedies will be deemed exclusive.

A breach of the covenants contained in this Declaration will not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any building site; provided, however, that any subsequent owner of such property will be bound by the covenants, whether that owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired title by foreclosure or deed in lieu of foreclosure or trustee's sale will not be obligated to cure any breach of the covenants that occurred before that acquisition of title but will be bound by the covenants of this Declaration.

### **Right of Enforcement**

**8.02.** The provisions in this Declaration will inure to the benefit of and be enforceable by Declarant, Declarant's successors or assigns and the owner of any of the property and each of their legal representatives, heirs, successors or assigns.

The failure to enforce any covenant or restriction in this Declaration will not be deemed by a waiver of the right to enforce thereafter. In any legal proceeding begun by anyone entitled to enforce or restrain a violation of any provision of this Declaration, the losing party or parties must pay the attorneys' fees of the winning party or parties in the amount fixed by the court in the proceeding. Any right reserved by Declarant in this Declaration is also reserved to Declarant's successors or any entity designated by Declarant in writing including the Board; the designation may be recorded with the Canyon County, Idaho Recorder.

## **ARTICLE 9: WILD PRAIRIE ESTATES HOMEOWNERS ASSOCIATION**

### **Organization of Association**

9.01. Wild Prairie Estates Homeowners Association, Inc. (the "Association") shall be initially organized by the Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. To the extent the Articles of Incorporation (the "Articles") or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control, and neither the Articles nor the Bylaws shall be amended or otherwise changes or interpreted so as to be inconsistent with this Declaration.

### **Association Membership**

9.02. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

### **Voting Rights**

9.03. The Association shall have two (2) classes of voting membership.

Class A: The Class A members shall be all Owners, with the exceptions of the Declarant (during the period when the Declarant is a Class B member). Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event that joint Owners are unable to agree among themselves as to how to cast their vote, they shall lose their right to vote on the matter being put to a vote.

Class B: The sole Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease when all of the Declarant's Lots are sold to third parties, and the Declarant no longer retains fee title to any Lot.

### **Board of Directors and Officers**

9.04. The affairs of the Association shall be conducted by a Board of Directors (the Board) and such officers as the Board may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The Board shall be elected in accordance with the provisions set forth in the Bylaws.

### **Association Powers**

9.05. The Association shall have all powers of a non-profit corporation organized under the Laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, the By-Laws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Irrigation Water System and the performance of other responsibilities including, but not limited to, the following:

- (a) Assessments. The power to levy Assessments on the Owners and/or Lots, and to enforce payment thereof in accordance with the provisions of this Declaration.
- (b) Enforcement. The power and authority to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, or Declaration, and to enforce by mandatory injunction all provisions thereof.
- (c) Delegation. The authority to delegate its power and duties to committee, officers, employees, or to any person, firm or corporation to act as manager.
- (d) Liability. Neither any member of the Board nor any officers of the Association shall be personally liable to any Party for damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officers or any other person who has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

### **Association Duties**

9.06. The Association shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) Operation and maintenance of the Irrigation Water System – Operation, maintain and otherwise manage or provide for the operation, maintenance and management of the Irrigation Water System. The Association shall have no obligation to furnish water other than that available to the Association for distribution pursuant to the irrigation water rights, held by the Association for the benefit of

the Property. The availability of irrigation water to each Lot will be based on the owners desired use of water. No Owner may use irrigation water on such Owner's Lot except in compliance with the rotation schedule. The responsibility of the Association for delivery of irrigation water to Lots shall be limited to delivery to a single point on each Lot so served (the "Delivery Point"). It is the sole responsibility of each Owner to grade, design, construct, operate and maintain the irrigation system internal to such Owners Lot; including any pressure boosting or pumping equipment which may be required to irrigate the Lot or portion of the Lot the Owner desires to have irrigated, all at such Owner's sole expense. The rights of each Owner to receive irrigation water shall not be sold or amended by the Association.

- (b) Taxes and Assessments – Pay all real and personal property taxes and assessments levied against the Association and/or any property owned by the Association.
- (c) Insurance – Obtain and maintain in effect insurance policies including, but not limited to, All-Risk insurance and Comprehensive public liability insurance. The extent of such coverage shall be determined by the Board, If any.
- (d) Utilities – Acquire, provide and/or pay for water, refuse collection, electrical, telephone and other services for property owned by the Association.
- (e) A start-up fee of \$250.00 will be collected at closing of each lot. An annual fee of \$250.00 will be each landowners responsibility, and will be collected on a quarterly basis.
- (f) Architectural Control Committee – Appoint and remove members of the ACC subject to the provisions of this Declaration.
- (g) Enforcement – Perform such acts as may be reasonably advisable or necessary to enforce any of the provisions of this Declaration, the articles, or the By-Laws, whether or not such action is expressly authorized by this Declaration.

#### **ARTICLE 10: COVENANT FOR ASSESSMENTS**

##### **Creation of the Lien and Personal Obligation of Assessments**

**11.01.** The Declarant, for each Lot owned within the property, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the association:

- (a) Irrigation monthly assessments for the electricity to run irrigation pump
- (b) There is no, assessment for irrigation water use, the irrigation water is ground water.
- (c) Special assessments for capital improvements if needed.

Such assessments to be established and collected as hereinafter provided. Irrigation monthly, assessments, together with interest, costs of collection and reasonable attorneys fees incurred in collection shall be a charge on the land and shall be a continuing lien upon the lot. Such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the Lot until paid.

#### **Irrigation Monthly Assessment**

10.02. Based solely on the electrical bill required to operate the Irrigation Water System, but may need to include repairs, replacement, maintenance or improvements of the Irrigation Water System which are all components of the irrigation monthly assessment. This assessment is to be applied to all Lots, on a monthly basis, based on the following formula:

Individual Lot acreage (per plat), divided by total combined lot acreages, multiplied times the electric bill = individual assessment.

The irrigation assessment will be calculated monthly based upon the Idaho Power billing and any Idaho Power, or other electricity charges, for the delivery of electric services to the irrigation system.

#### **Special Assessment for Capital Improvements**

10.03. In addition to the annual assessment authorized above, the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction, repair or replacement of a capital improvement upon the Landscape Easement or Irrigation Water System, including fixtures and personal property related thereto. No special assessment shall be levied which exceeds fifteen percent (15%) of the budgeted gross expenses of the Association for that fiscal year without the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

#### **Date of Commencement of Assessments**

10.05. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the any Lot. Special assessments must be fixed at a uniform rate for all lots notwithstanding use or non-use by any owner, and no special rate or reduction in assessment rate shall be allowed because any lot is unimproved or does not have a dwelling unit thereon. No reduction in the irrigation

annual maintenance or monthly Idaho Power assessment shall ever be made because any lot does not utilize irrigation water. The right to water shall be appurtenant to each lot and each lot shall be obligated to pay for its proportionate share of the costs of water and the costs of the Irrigation Water System and all other costs in connection with maintaining, operating, repairing and reconstructing the Water System, notwithstanding any failure to use water from the system.

#### **Affect of Non-Payment of Assessments; Remedies of the Association**

10.07. Any assessment not paid within thirty (30) days after due date shall bear interest, from the due date, at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the irrigation water system or abandonment of his or her lot. In the event any owner does not pay an assessment within thirty (30) days after the due date, the Association may, in addition to other remedies, cease supplying irrigation water to each lot.

#### **Subordination of the Lien to Mortgages**

10.08. The lien of the assessments provided for herein shall not be subordinate to the lien of any first or second mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lien thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

### **ARTICLE 11. PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES**

11.01. The owner of any encumbrance for value on any building site and any corporation insuring the lien of the encumbrance may conclusively presume that no breach exists under this Declaration, provided that the encumbrance is recorded with the Canyon County Recorder before the start of any action to establish a breach and not within 60 days after the recording of any Notice of Noncompliance, anything contained in this Declaration to the contrary notwithstanding.

For the purpose of certifying, guaranteeing, or insuring title to, any lien on, or interest in, any lot or parcel of the property, and for the purpose of protecting purchasers and encumbrances for value and in good faith as against the performance or nonperformance of any of the acts in this Declaration authorized, permitted or to be approved by the Board, the records of the Board are prima facie evidence of all matters shown by those records. Furthermore, the issuance of a certificate of acceptance by the ACC, which certificate shows approval of plans and specifications for improvement or other matters provided for in this Declaration and shows that the improvements have been made in accordance therewith, is prima facie evidence for all matters within the jurisdiction of the

ACC and will fully justify and protect any title company or person certifying, guaranteeing, or insuring the title, and will also fully protect any purchaser or encumbrancer for value and in good faith in acting thereon.

## **ARTICLE 12. GENERAL PROVISIONS**

### **Amendments**

12.01. This Declaration may be amended at any time, and from time to time, by an instrument in writing signed by three-fourths of the then owners of record of the property, which written instrument will become effective on its recording with the Canyon County Recorder.

### **Interpretation**

12.02. All questions of interpretation or construction of any of the terms or restrictions in this Declaration will be resolved by the Board or the Declarant, and that decision will be final, binding and conclusive on all parties affected. The singular includes the plural whenever the context of this Declaration requires. The headings are not a part of this Declaration, and will not affect the interpretation of any provision.

### **Severability**

12.03. If any of the provisions of this Declaration are held to be invalid or unlawful by the final judgment of a Court of competent jurisdiction, that invalidity or illegality will not affect the validity of any other provisions of this Declaration.

### **Fair Housing**

12.04. Neither Declarant nor any owner may directly or indirectly forbid the conveyance, encumbrance, renting, leasing or occupancy of the owner's lot to any person on the basis of race, color, sex, religion, ancestry, national origin, disability or any other prohibited basis.

## **ARTICLE 14. SPECIAL CONDITIONS**

14.01. **Individual Domestic Well Drilling Specifications** -- The Lot owners are responsible for constructing, operating, testing and maintaining individual domestic wells. The owner is required by Southwest District Health to construct individual domestic water wells in accordance with the Wild Prairie Estates Subdivision Engineering Report, September 2006, as prepared by Toothman-Orton Engineering and any additional restrictions imposed by the State of Idaho Department of Water Resources or the Idaho Department of Environmental Quality. Initial water quality testing shall include the primary and secondary drinking water standards as required by the State of Idaho.

**14.02. Individual Septic System Placement and Specifications** – The Lot owners are responsible for constructing, operating, testing and maintaining individual advanced treatment septic systems. The owner is required by Southwest District Health to construct individual advanced treatment septic systems in accordance with the Wild Prairie Estates Subdivision Engineering Report, September 2006, as prepared by Toothman-Orton Engineering and any additional restrictions imposed by Southwest District Health or the Idaho Department of Environmental Quality. Initial testing shall be performed as required by the State of Idaho.

**14.03. Individual Fire Suppression System** – The Lot owners are responsible for constructing, operating, testing and maintaining individual fire sprinkler suppression systems within the individual houses. The owner is required by Upper Deer Flat Fire District to construct individual fire sprinkler suppression systems in accordance with the specifications of said fire district. Initial testing shall be performed as required by the Upper Deer Flat Fire District and/or the State of Idaho.

**IN WITNESS WHEREOF**, Declarant has executed this Agreement on the date first above written.

**DECLARANT**

**Barren Development, LLC,**

By Sallie Palleria

**Sallie Palleria, Managing Member**

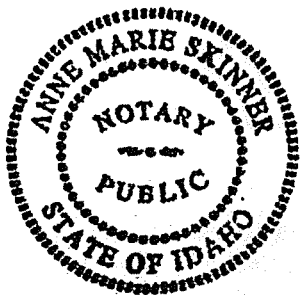
STATE OF IDAHO )

: ss.

County of Canyon )

On this 24<sup>th</sup> day of August, 2007, before the undersigned notary public in and for the said state, personally appeared Sallie Palleria, known or identified to me to be the declarant referenced herein and the person who executed the foregoing instrument on behalf of Barron Development, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Anne Marie Skinner  
Notary Public for Idaho

Residing at: Caldwell

My Commission Expires: 10-03-2009

2007058950

RECORDED

2007 AUG 27 PM 12 48

WILLIAM H. HURST  
CANTONARY RECORDER  
RY

PIONEER TILE COMPANY

REQUEST

TYPE MA

FEE 1.30

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WILD PRAIRIE ESTATES**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Wild Prairie Estates dated the 24<sup>th</sup> day of August, 2007 and recorded the 27<sup>th</sup> day of August, 2007 as Instrument # 2007058950 which contains the Declaration of Covenants, Conditions and Restrictions for Wild Prairie Estates is made this 24<sup>th</sup> day of September, 2007.

**WITNESSETH:**

WHEREAS, Barron Development, LLC is currently the fee simple owners of at least 66% of the total lots in said Wild Prairie Estates Subdivision, or more specifically described as Lots 1, 2, 3, 4, 5, 6, 7, 8, of Block 1 and Lots 1, 2, 3, of Block 2, Wild Prairie Estates Subdivision, as filed in Book 40 of Plats at Page 14, records of Canyon County, Idaho.

WHEREAS, it is the purpose and intent of this First Amendment to amend said Declaration as provided herein, said First Amendment to be effective from and after the recordation of this instrument with the Canyon County Recorder.

NOW THEREFORE, the Declarations of Covenants, Conditions and Restrictions for Wild Prairie Estates Subdivision is hereby amended in the following particulars:

1. **AMENDMENT:** That Article 3, Paragraph 3.07, shall be amended as follows: Livestock-No poultry or swine may be raised, bred or kept on the property. No more than two horses per irrigated forage acre is allowed or as outlined by Canyon County Code. Except that a maximum of two livestock animals per lot will be allowed, such as cow, sheep, or goats can be kept for personal use, provided that they are not kept, bred, or maintained for any commercial purposes and provided that they do not become a nuisance to the public. Dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes or in unreasonable quantities, and provided that they do not become a nuisance to the owners or occupants of the property.

WHEREAS, all remaining Terms and Conditions except as expressly provided herein shall remain unchanged and in full force and effect.

Sallie Palleria  
Barron Development, LLC

2007084512

RECORDED

2007 SEP 25 PM 12 19

WILLIAM H. HURST  
CANYON CITY RECORDER  
BY W. HURST

PIONEER TITLE COMPANY

REQUEST

TYPE Ac FEE 100

State of Idaho

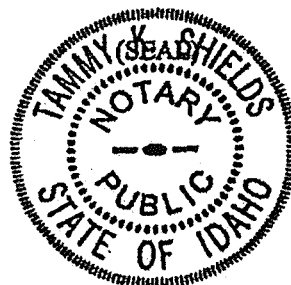
ss.

County of Canyon

On this 24th day of September, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Sallie Palleria, known to me, and/or identified to me on the basis of satisfactory evidence, to be the Managing Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

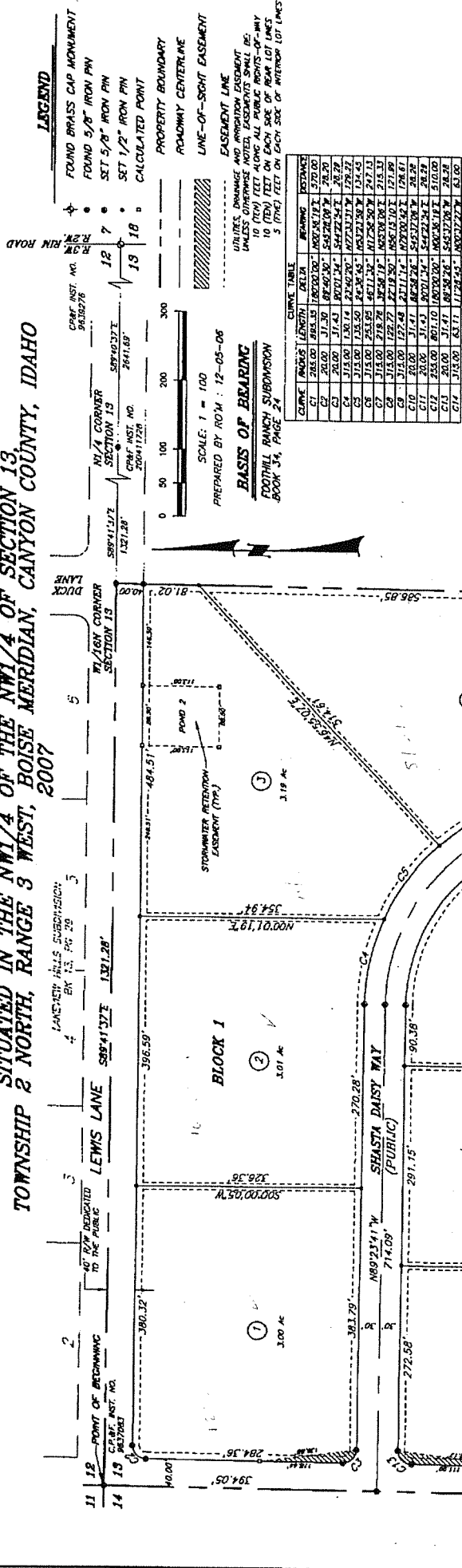
WITNESS MY HAND AND OFFICIAL SEAL

Tammy V. Shields  
Notary Public  
Residing at: Nampa, Idaho  
Commission Expires: 9-28-2008



# WILD PRAIRIE ESTATES SUBDIVISION

SITUATED IN THE NW1/4 OF THE NW1/4 OF SECTION 13,  
TOWNSHIP 2 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO  
2007



**LEGEND**

- FOUND BRASS CAP MONUMENT
- FOUND 5/8" IRON PIN
- SET 5/8" IRON PIN
- SET 1/2" IRON PIN
- CALCULATED POINT
- PROPERTY BOUNDARY
- ROADWAY CENTERLINE
- LINE-OF-SIGHT EASEMENT
- EASEMENT LINE
- UTILITIES, DRAINAGE AND IRRIGATION EASEMENT
- UNLINED DRIVEWAY
- 10 FEET (FEET) ALONG ALL PUBLIC RIGHTS-OF-WAY
- 5 FEET (FEET) ON EACH SIDE OF ROAD LOT LINES
- 3 FEET (FEET) ON EACH SIDE OF INTERIOR LOT LINES

**TABLE**

| CURVE | BEARING     | LENGTH   | DELTA   | CHORD    | BEARING     | DISTANCE |
|-------|-------------|----------|---------|----------|-------------|----------|
| C1    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C2    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C3    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C4    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C5    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C6    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C7    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C8    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C9    | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C10   | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C11   | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C12   | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C13   | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |
| C14   | S89°11'37"E | 589.0327 | 127.18° | 589.0327 | S89°11'37"E | 589.0327 |

**NOTES**

- THE DEVELOPER SHALL BE IN COMPLIANCE WITH IDAHO CODE 31-3005 PERTAINING TO CONSTRUCTION WITHIN AGRICULTURAL ZONING DISTRICTS. THE DEVELOPER SHALL NOT BE PERMITTED BY ANY OTHER MEANS TO CONVEY ANY RIGHTS OR INTERESTS IN THE ZONING DISTRICTS.
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING DISTRICTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPLICABLE AGENCIES.
- ALL EASEMENTS SHALL BE MAINTAINED AND KEPT OPEN FOR THE ENTIRE TERM OF THE SUBDIVISION. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPLICABLE AGENCIES.
- NO LOT SHALL BE ALLOWED TO TAKE DIRECT ACCESS TO OR FROM SKY RANCH ROAD OR INTERIOR LANE.
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- NO LOT SHALL BE ALLOWED TO TAKE DIRECT ACCESS TO OR FROM SKY RANCH ROAD OR INTERIOR LANE.

**DAHO CODE 28-4503 RIGHT TO FARM ACT**

NO AGRICULTURAL OPERATION OR AN IMPROVEMENT TO IT SHALL BE DEEMED TO BE AN AGRICULTURAL OPERATION OR AN IMPROVEMENT TO IT IF IT IS NOT IN ACCORDANCE WITH THE PROVISIONS OF IDAHO CODE 28-4503. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPLICABLE AGENCIES.

**CERTIFICATE OF Nampa Highway District No. 1**

NAMPA HIGHWAY DISTRICT NO. 1 DOES HEREBY ACCEPT THIS PLAN, AND THE DEDICATED PUBLIC RIGHTS-OF-WAY ARE DEPICTED ON THIS PLAN, IN ACCORDANCE WITH THE PROVISIONS OF I.C. 5-90-1372.

**TOOTHMAN-ORTON ENGINEERING COMPANY**

1524 CALDWELL BLVD., SUITE 207  
CALDWELL, IDAHO 83406-4000  
(208) 746-3088

BOOK 70, PAGE 14 SHEET NO. 1 OF 3



**Pioneer Title Co.**

GOING BEYOND

8151 W. Rifleman Ave. / Boise  
Idaho 83704 / (208) 377-2700

200809433

297632

Old FEB 30

PIONEER TITLE COMPANY

WILLIAM H. HURST  
CANYON COUNTY RECORDER  
BY [Signature]

2008 DEC 5 PM 4 34

RECORDED

2008063733

# **WARRANTY DEED**

For Value Received

Barron Homes, LLC

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Rick Watson and Teresa Watson, husband and wife

hereinafter referred to as Grantee, whose current address is 129632 Shasta Daisy Way, Nampa, Idaho 83686

the following described premises, to-wit:

Lot 1, Block 1, WILD PRAIRIE ESTATES SUBDIVISION, according to the plat thereof filed in Book 40 of Plats, Page 14, records of Canyon County, Idaho.

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

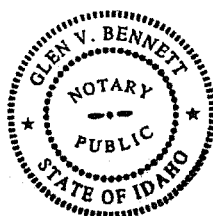
Dated: December 4, 2008

Barron Homes, LLC

[Signature]  
Sallie Palleria, Manager

STATE OF IDAHO, ss  
2008-063733

On this 5th day of December, in the year of 2008, before me Glen V. Bennett, a notary public, personally appeared Sally Palleria, known or identified to be one of the managers in a limited liability company, of Barron Homes, LLC and the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company name.



[Signature]  
Glen V. Bennett  
Notary Public of Idaho  
Residing at Star, Idaho  
Commission expires: March 17, 2009

2009057221

RECORDED

2009 NOV 12 AM 10 27

WILLIAM H. HURST  
CANYON CITY RECORDER  
BY *M. A. Brown*

REQUEST *Intermountain*  
TYPE *Deed* FEE *6.00*  
*Corn B/k*

Recording Requested By and  
When Recorded Return to:

Sheila R. Schwager, Esq.  
HAWLEY TROXELL ENNIS & HAWLEY LLP  
P.O. Box 1617  
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED  
(INCLUDING AFTER-ACQUIRED PROPERTY)**

FOR VALUE RECEIVED, Intermountain Community Bank, a division of Panhandle State Bank (hereinafter "**Grantor**"), does by these presents convey, remise, release and forever quitclaim unto Herbert Montierth, a married man dealing with his sole and separate property (hereinafter "**Grantee**"), whose address is 6312 S. Zither Ave., Boise, ID 83709, all right, title and interest which Grantor now has or may hereafter acquire in the real property situated in Canyon County, Idaho, more particularly described as follows:

Lot 2 in Block 1 of Wild Prairie Estates Subdivision, according to the plat thereof, filed in Book 40 of Plats at page 14, records of Canyon County, Idaho.

TOGETHER <sup>2009-057221</sup> right, title and interest which Grantor now has or may hereafter acquire in the rights of way, easements, tenements, hereditaments, water rights and appurtenances thereunto belonging, reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of Grantor this 10<sup>th</sup> day of November, 2009.

INTERMOUNTAIN COMMUNITY BANK, a  
division of Panhandle State Bank

By: [Signature]  
Name: Gary Koewes  
Its: VICE PRESIDENT

STATE OF IDAHO )  
 ) ss.  
County of Canyon Payette

On this 10<sup>th</sup> day of November, 2009, before me, Missy M. Walker-Sitts, a Notary Public in and for said State, personally appeared Gary Koewes, known or identified to me to be the Vice President of Intermountain Community Bank, a division of Panhandle State Bank, the Bank that executed the within instrument or the person who executed the instrument on behalf of said Bank, and acknowledged to me that such Bank executed the same.

IN WITNESS <sup>2009-057221</sup>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 Idaho  
Residing at Wilden  
My commission expires 11/18/2010



5680 East Franklin Road, Suite 250 / Nampa, Idaho  
83687 / (208) 465-6655

REQUEST  
TYPE Ref Fee 30

WILLIAM H. HIRST  
CANYON CITY RECORDER  
BY CM Laughlin  
PIONEER-CALDWELL

2010 MAY 17 PM 4 47

RECORDED

2010022767

201002259

## CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

**Chaney Stotts Construction, 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

**Bobby Jordan and Krista Jordan, husband and wife**

whose address is: 9924 Wild Prairie Way Nampa, ID 83686 grantee,  
the following described real estate, to-wit:

Lot 3, Block 1, WILD PRAIRIE ESTATES SUBDIVISION, according to the Plat filed in Book 40 of Plats, page 14, records of Canyon County, Idaho

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision, restrictions, U.S. patent reservations, easements of record and easements visible upon the said premises.

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 officers on May 14, 2010.

Chaney Stotts Construction, Inc.

Chaney L. Stotts  
Chaney L. Stotts, President

2010-022767

State of Idaho

ss.

County of Canyon

On this day of May, 2010, before me, the undersigned, a Notary Public, in and for said State, personally appeared Chaney L. Stotts known and/or identified to me on the basis of satisfactory evidence, to be the 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.

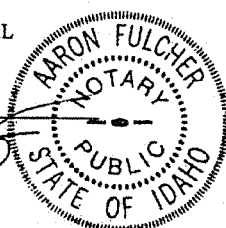
WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)

Notary Public

Residing at:

Commission Expires: 5/22/10





100 10th Avenue South  
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

File No. 504192

2012019203

RECORDED

2012 May 11 AM 8 07

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY C. McLaughlin

Requestor Pioneer Title Canyon - Ca

Type DEED

Fee \$10.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

## WARRANTY DEED

For Value Received

Don R. Thornton, a single man

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Chad Howard and Melissa Howard, husband and wife

hereinafter referred to as Grantee, whose current address is 1525 Ruby Ct Nampa, ID 83686

The following described premises, to-wit:

Lot 4 Block 1 of Wild Prairie Estates subdivision, according to the Plat filed in Book 40 of Plats at  
Page 14, records of Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and  
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the  
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are  
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those  
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,  
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,  
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,  
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 8, 2012

Don Thornton

State of Idaho, County of Canyon

On this 10th day of May in the year of 2012, before me, the undersigned, a Notary Public in and for said  
State, personally appeared Don Thornton known or identified to me to be the person/persons whose  
name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the  
same.

Residing at:

Commission Expires:

2012-019203

Residing in Nampa, Idaho

My Commission Expires 8/16/2017



2009057220

RECORDED

2009 NOV 12 AM 10 27

WILLIAM H. HURST  
CANYON CNTY RECORDER  
BY *Ma D. Hurst*

REQUEST *Intermountain*  
TYPE *Real* FEE *6.00*  
*Comm. 5.14*

Recording Requested By and  
When Recorded Return to:

Sheila R. Schwager, Esq.  
HAWLEY TROXELL ENNIS & HAWLEY LLP  
P.O. Box 1617  
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED  
(INCLUDING AFTER-ACQUIRED PROPERTY)**

FOR VALUE RECEIVED, Intermountain Community Bank, a division of Panhandle State Bank (hereinafter "**Grantor**"), does by these presents convey, remise, release and forever quitclaim unto Edward Ray Montierth and Susan Montierth, husband and wife (hereinafter "**Grantee**"), whose address is 825 Heartland Dr., Nampa, ID 83686, all right, title and interest which Grantor now has or may hereafter acquire in the real property situated in Canyon County, Idaho, more particularly described as follows:

Lot 5 in Block 1 of Wild Prairie Estates Subdivision, according to the plat thereof, filed in Book 40 of Plats at page 14, records of Canyon County, Idaho.

TOGETHER 2009-057220 right, title and interest which Grantor now has or may hereafter acquire in the rights of way, easements, tenements, hereditaments, water rights and appurtenances thereunto belonging, reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of Grantor this 10<sup>th</sup> day of November, 2009.

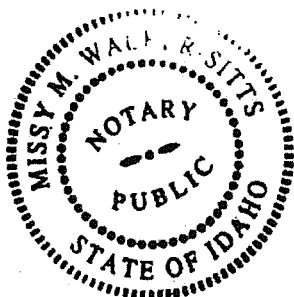
INTERMOUNTAIN COMMUNITY BANK, a  
division of Panhandle State Bank

By: [Signature]  
Name: GARY KARNES  
Its: VICE PRESIDENT

STATE OF IDAHO )  
County of Canyon ) ss.  
Payette )

On this 10<sup>th</sup> day of November, 2009, before me, MISSY M. WALKER-SITTS, a Notary Public in and for said State, personally appeared GARY KARNES, known or identified to me to be the VICE PRESIDENT of Intermountain Community Bank, a division of Panhandle State Bank, the Bank that executed the within instrument or the person who executed the instrument on behalf of said Bank, and acknowledged to me that such Bank 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 Idaho  
Residing at Wilder  
My commission expires 11-18-2010

1  
2PP

2010010017  
RECORDED  
2010 Mar 5 AM 8 51  
WILLIAM H. HURST  
CANYON CNTY RECORDER  
BY J. Crane  
Requestor Stewart Title - Emerald O  
Type DEED  
Fee \$8.00  
ELECTRONICALLY RECORDED BY SIMPLIFILE



10067346 NM/JW

## WARRANTY DEED

For Value Received Don R. Thornton, A single man

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Mark Reed and Brenda Reed, Husband and Wife

the grantee, whose current address is

3614 Skyline Dr Nampa, ID 83686

the following described premises, to wit:

Lot 6 in Block 1 of Wild Prairie Estates Subdivision, According to the official Plat thereof, filed in Book 40 of Plats at Page 14, records of Canyon County, Idaho.

Parcel Number: 30116105-0

**SUBJECT TO:** Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

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

Dated this 4th day of March, 2010.

Don R. Thornton

STATE OF ID

)

) ss.

COUNTY OF Canyon

)

On this 4th day of March, 2010, before me, the undersigned, a Notary Public, in and for said State, personally appeared Don R. Thornton known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

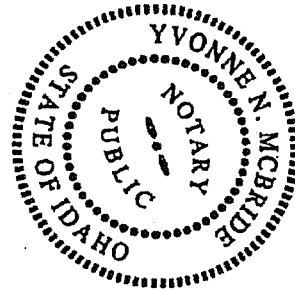
WITNESS MY HAND AND OFFICIAL SEAL.

Yvonne N. McBride

Notary Public: Yvonne N. McBride

Residing at: Caldwell, ID

My commission expires March 9, 2012



2010-010017

2010015254

RECORDED

2010 APR 2 PM 4 25

WILLIAM H. HURST  
CANYON CNTY RECORDER  
Rita A. Brown

PIONEER-CALDWELL

REQUEST

TYPE Real FEE 6.00

**AFTER RECORDING RETURN TO:**

Washington Federal Savings  
Attn: Foreclosure Department  
425 Pike Street, 3rd Floor  
Seattle, WA 98101

Cochand, Raymond and Denise, 1686.0922271

**TRUSTEE'S DEED**

The GRANTOR, William L. Bishop, Jr., (herein called Trustee) as successor Trustee under that Deed of Trust, as hereinafter particularly described does hereby Bargain, Sell and Convey, without warranty, to First Mutual Bank, a division of Washington Federal Savings, successor by merger to First Mutual Bank, a Washington corporation, (herein called GRANTEE), all of the real property, situated in Canyon County, State of Idaho, described as follows:

Lot 7, Block 1, Wild Prairie Estates Subdivision, according to the Plat thereof filed in Book 40 of Plats, Pages 14, Records of Canyon County

**Assessor's Property Tax Parcel/Account Number(s): 3011610600**

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust between Raymond Cochand and Denise Cochand, husband and wife, as Grantor, for the benefit and security of First Mutual Bank as Beneficiary, dated September 24, 2007 recorded on September 27, 2007 as Instrument No. 2007065364, Mortgage Records of Canyon County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows: 2010-015254

(a) Default occurred in the obligations for which said Deed of Trust was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust.

Notice of Default was recorded as Instrument No. 2009057159, Mortgage Records of Canyon County, Idaho, and in the Office of the Recorder of each other county in which the property described in said Deed of Trust, or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal

TRUSTEE'S DEED - 1

fciDtrusteesdeedlender

service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in Affidavits recorded at least 20 days prior to date of sale as Instrument Nos. 2010008725, Mortgage Records of Canyon County, Idaho.

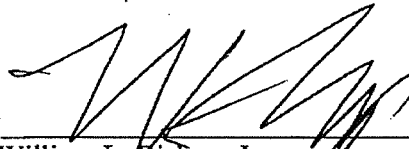
(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and there are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale and all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described for the sum of \$122,307.14 subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

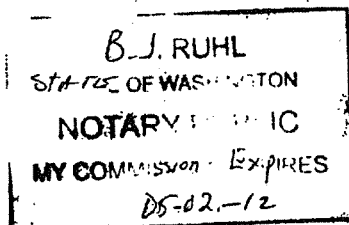
IN WITNESS WHEREOF, The Trustee, has caused his/her name to be hereunto subscribed to this 30 day of March, 2010.

By   
William L. Bishop, Jr.  
Attorney and Successor Trustee

State of WASHINGTON )  
 ) ss:  
County of King )

On this 30 day of March, 2010, personally appeared William L. Bishop, Jr. who acknowledged that s/he signed the within foregoing instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned. 2010-015254

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



  
B.J. Ruhl  
Notary Public for Washington  
Residing at: King  
Commission expires: 05/02/12

TRUSTEE'S DEED - 2

fcIDTrusteesdeedlender

200809708

AFTER RECORDING MAIL TO:

Chris W. Glenn and Alisha T. Glenn  
12965 Crimson Clover Way  
Nampa, ID 83686

PIONEER TITLE COMPANY  
REQUEST  
TYPE DOC FEE 60

2009 MAR 31 PM 4 30  
WILLIAM H. HURST  
CANYON COUNTY RECORDER  
BY *[Signature]*

RECORDED

2009015651

### WARRANTY DEED

File No.: 4101-1310627 (TS)

Date: March 27, 2009

For Value Received, **Big Sky Builders, LLC**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Chris W. Glenn and Alisha T. Glenn, husband and wife**, hereinafter referred to as Grantee, whose current address is **12965 Crimson Clover Way, Nampa, ID 83686**, the following described premises, situated in **Canyon County, Idaho**, to wit:

**LEGAL DESCRIPTION:** Real property in the County of Canyon, State of Idaho, described as follows:

**Lot 8, Block 1, Wild Prairie Estates Subdivision, according to the Plat filed in Book 40 of Plats, page 14, records of Canyon County, Idaho**

**APN: R30116107 0**

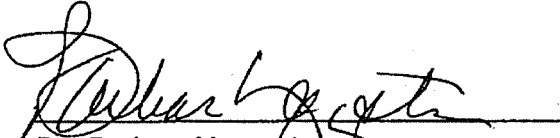
TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from <sup>2009-015651</sup> atsoever.

APN: R30116107 0

Warranty Deed  
- continued

File No.: 4101-1310627 (TS)  
Date: 03/27/2009

Big Sky Builders, LLC

  
By: Barbara Youngstrom

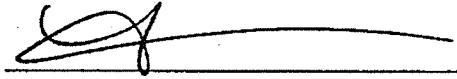
  
By: Todd Twedt

STATE OF Idaho )  
COUNTY OF Ada )  
ss.

On this 30 day of **March, 2009**, before me, a Notary Public in and for said State, personally appeared **Barbara Youngstrom and Todd Twedt**, known or Identified to me to be the person whose name is subscribed to the within instrument as members of the **Big Sky Builders, LLC**, limited liability company, and acknowledged to me that such limited company executed same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
Notary Public for the State of Idaho  
Residing at: Boise, ID  
My Commission Expires: 2-23-2010



**PioneerTitleCo.**

GOING BEYOND

5680 E. Franklin Rd., Ste. 150  
Nampa, ID 83687

ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

**2013-000496**

RECORDED

**01/04/2013 01:01 PM**

CHRIS YAMAMOTO  
CANYON COUNTY RECORDER

Pgs=1 CMCLAUGHLIN \$10.00  
TYPE: DEED  
PIONEER TITLE CANYON - CALDWELL  
ELECTRONICALLY RECORDED

File No. 519160

# WARRANTY DEED

For Value Received

Don R Thornton a married man as his sole and separate property  
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Ray Odermott a single man

hereinafter referred to as Grantee, whose current address is PO Box 3334 Nampa, ID 83652

The following described premises, to-wit:

Lots 1 and 2, Block 2, Wild Prairie Estates Subdivision, according to the plat thereof, filed in Book  
40 of Plats at page(s) 14, records of Canyon County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and  
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the  
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are  
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those  
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,  
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,  
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,  
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 3, 2013

Don R Thornton  
Don R Thornton

State of IDAHO, County of CANYON

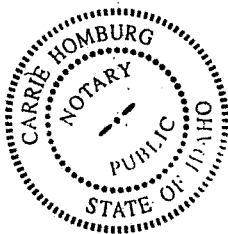
On 3rd this day of January in the year of 2013, before me, the undersigned, a Notary Public in and for  
said State, personally appeared Don R Thornton known or identified to me to be the person/persons  
whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they  
executed the same.

Residing at: Melba, ID

Commission Expires: 3/10/15

Residing at: Melba, ID

Commission Expires: 3/10/15





**Pioneer Title Co.**  
GOING BEYOND

5680 E. Franklin Rd., Ste. 150  
Nampa, ID 83687

ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

**2013-000496**

RECORDED

**01/04/2013 01:01 PM**

CHRIS YAMAMOTO  
CANYON COUNTY RECORDER

Pgs: 1 CMCLAUGHLIN \$10.00

TYPE: DEED  
PIONEER TITLE CANYON - CALDWELL  
ELECTRONICALLY RECORDED

File No. 519160

### WARRANTY DEED

For Value Received

Don R Thornton a married man as his sole and separate property  
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Ray Odermott a single man

hereinafter referred to as Grantee, whose current address is PO Box 3334 Nampa, ID 83652

The following described premises, to-wit:

Lots 1 and 2, Block 2, Wild Prairie Estates Subdivision, according to the plat thereof, filed in Book 40 of Plats at page(s) 14, records of Canyon County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 3, 2013

Don R Thornton  
Don R Thornton

State of IDAHO, County of CANYON

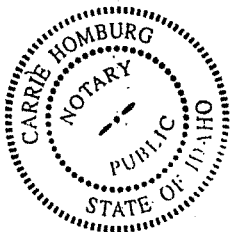
On 3rd this day of January in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Don R Thornton known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Carrie Homburg  
Residing at:

Commission Expires:

Residing at: Melba, ID

Commission Expires: 3/10/15





**Pioneer Title Co.**  
GOING DEYOND

100 10th Avenue South  
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

**2012030600**

RECORDED

2012 Jul 18 PM 3 35

CHRIS YAMAMOTO  
CANYON CNTY RECORDER

BY M. Brown  
Requestor Pioneer Title Canyon - Ca  
Type DEED  
Fee \$10.00  
ELECTRONICALLY RECORDED BY SAMPLE

File No. 508185 *BAS M*

### WARRANTY DEED

For Value Received

Don R. Thornton, a married man as his sole and separate property

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Senadin Terzic and Kelima Terzic, husband and wife

hereinafter referred to as Grantee, whose current address is *6301 S 217TH AVE, BOISE, ID, 83709*

The following described premises, to-wit:

Lot 3, Block 2, Wild Prairie Estates Subdivision, according to the plat thereof, filed in Book 40 of  
Plats at page(s) 14, records of Canyon County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: July 17, 2012

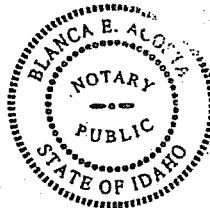
*Don R. Thornton*  
Don R. Thornton

State of Idaho, County of Canyon

On this 18th day of July in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Don R. Thornton known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

*Blanca E. Acosta*  
Residing at: 2012-030600

Commission Expires: Residing in Nampa, Idaho  
My Commission Expires 9/16/2017





# IDAHO SECRETARY OF STATE

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### **BARRON DEVELOPMENT, LLC**

1605 S KIMBALL AVE #101  
CALDWELL, ID 83605

**Type of Business:** LIMITED LIABILITY COMPANY**Status:** ADMIN DISSOLVED, ADMIN DISSLV 07 Sep 2010**State of Origin:** IDAHO**Date of** 08 Jun 2005**Origination/Authorization:****Current Registered Agent:** SALLIE PALLERIA  
2511 DORMAN AVE  
CALDWELL, ID 83605**File Number:** W40064**Date of Last Annual Report:** 30 Apr 2009

#### **Original Filing:**

**Filed 08 Jun 2005** ARTICLES OF  
ORGANIZATION[\[ Help Me Print/View TIFF \]](#)[View Image \(PDF format\)](#)[View Image \(TIFF format\)](#)

#### **Amendments:**

**Amendment Filed 12 Apr 2007** OTHER -  
CHANGE  
MEMBER TO  
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### WILD PRAIRIE ESTATES HOMEOWNERS ASSOCIATION, INC.

12962 SHASTA DAISY WAY  
NAMPA, ID 83686

**Type of Business:** CORPORATION, HOMEOWNERS ASSOCIATION

**Status:** GOODSTANDING, ANREPT SENT 03 Jul 2012

**State of Origin:** IDAHO

**Date of** 12 Sep 2007

**Origination/Authorization:**

**Current Registered Agent:** TERESA WATSON  
12962 SHASTA DAISY WAY  
NAMPA, ID 83686

**Organizational ID / Filing Number:** C174949

**Number of Authorized Stock Shares:**

**Date of Last Annual Report:** 19 Jul 2012

#### Original Filing:

**Filed 12 Sep 2007** INCORPORATION

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#### Amendments:

**Amendment Filed 24 May 2010** REINSTATEMENT

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