

RECEIVED

APR 17 2013

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
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?
parent 63-3589	Yes ☒	~~63~~	Yes ☐		Yes ☐
PD 63-32919	Yes ☒	split into 63-32919 +	Yes ☐	63-33767	Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Ruby C. Victor / W Nolan Victor / Kathi L Meyers / Robert J Meyers
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Thomas E. Necela
Name of each new owner as listed on the conveyance document
Melissa R. Necela
New owner continued ☐ Name connector ☐ and ☐ or ☒ and/or
6700 N. Linder Rd Ste 156
Mailing address
Meridian ID 83646
City State ZIP
(208) 615-5980 Telephone Email TNNFAMILY@GMAIL.COM

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: 10/13/2010

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:

Signature of new owner/claimant

Title, if applicable

Date

- Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

4-17-13

Receipt No.

CD96976

Receipt Amt.

200.00

Approved by

Processed by

gmh

Date

4-24-13

2010048619

RECORDED

2010 OCT 15 PM 4 38

WILLIAM H. HURST
CANYON COUNTY RECORDER
RY

PIONEER-CALDWELL

REQUEST
TYPE Normal Fee 30

AFTER RECORDING MAIL TO:

THOMAS E NECELA
9238 CHAPARRAL RANCH ROAD
NAMPA ID 83686

201006836

QUITCLAIM DEED

File No.: **4101-1616966 (SP)**

Date: **October 13, 2010**

For Value Received, **MELISSA R NECELA, SPOUSE OF GRANTEE**, do(es) hereby convey, release, remise, and forever quit claim unto **THOMAS E NECELA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, whose address is **9238 CHAPARRAL RANCH ROAD, NAMPA ID 83686**, the following described premises in **Canyon County, Idaho**, to-wit:

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

Lot 12, Block 1, CHAPARRAL RANCH SUBDIVISION, Canyon County, Idaho, according to the Official Plat thereof, filed in Book 30 of Plats at Page 46, records of said County.

EXCEPTING the South one half thereof.

APN: **R301211110**

together with their appurtenances.

Dated: 10-14, 20 10



MELISSA R NECELA

APN: R301211110

Quitclaim Deed - continued

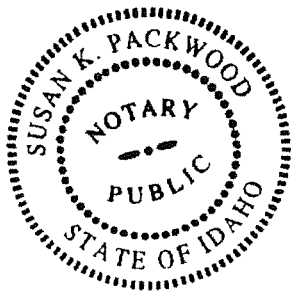
File No.: 4101-1616966 (SP)

Date: 10/13/2010

STATE OF Idaho)
SS.
COUNTY OF Ada)

On this 14th day of **October, 2010**, before me, a Notary Public in and for said State, personally appeared **Melissa R Necela**, known or identified to me to be the person(s) whose name(s) is are subscribed to the within instrument, and acknowledged to me that he/she they executed the same.

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



Susan K Packwood

Notary Public of Idaho

Residing at: Meridian, ID

My Commission Expires: 9-4-2014

2010048618

RECORDED

2010 OCT 15 PM 4 38

WILLIAM H. HURST
CANYON COUNTY RECORDER
BY *[Signature]*

PIONEER-CALDWELL

REQUEST _____
TYPE *Deed* FEE *13.00*

AFTER RECORDING MAIL TO:

Thomas E Necela
9238 Chaparral Ranch Road
Nampa, ID 83686

201006836

SPECIAL CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

BAC Home Loans Servicing FKA Countrywide Home Loans Servicing, organized and existing under the laws of the United States of America a corporation duly organized and existing under the laws of the State of **Delaware**, grantor, does hereby Grant, Bargain, Sell and Convey unto

Thomas E Necela, a married man as his sole and separate property

whose address is: **9238 Chaparral Ranch Road, Nampa, ID 83686**
grantee, the following described real estate, to-wit:

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

Lot 12, Block 1, CHAPARRAL RANCH SUBDIVISION, Canyon County, Idaho, according to the Official Plat thereof, filed in Book 30 of Plats at Page 46, records of said County.

EXCEPTING the South one half thereof.

APN: R301211110

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

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever, except as to the reservations from and exceptions to warranty when the claim is by, through or under Grantor, but not otherwise.

APN: R301211110

Corporate Deed-Special
- continued

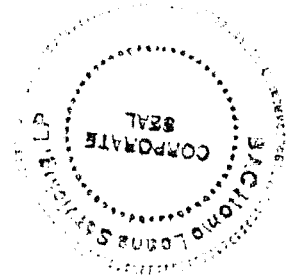
File No.: 4101-1616966 (SP)
Date: 09/26/2010

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President this **Twenty-sixth day of September, 2010.**

BAC Home Loans Servicing FKA Countrywide
Home Loans Servicing



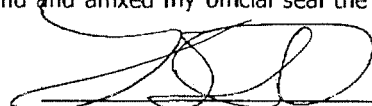
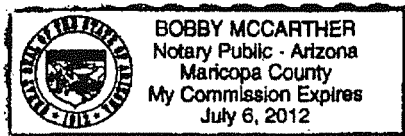
By: Cory Klapperich, Assistant Secretary



STATE OF Arizona)
SS.
COUNTY OF Maricopa)

On this 27th day of **September, 2010**, before me, a Notary Public in and for said State, personally appeared Cory Klapperich, known or identified to me to be the Assistant Secretary of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public for the State of Arizona
Residing at: Maricopa County,
My Commission Expires: 7/6/2012

RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.
2380 Performance Dr
Richardson, TX 75082

WHEN RECORDED MAIL TO:
BAC Home Loans Servicing, LP
Attn: Foreclosure (Idaho)
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065

2010035971

RECORDED

2010 Aug 4 AM 10 57

WILLIAM H. HURST

CANYON CNTY RECORDER

BY D_Arehart

Requestor LSI Title Agency Inc.

Type DEED

Fee \$13.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

TS No. 10-0006340
Title Order No. 100033073IDGNO
Parcel No. 30121111-0

TRUSTEE'S DEED

RECONTRUST COMPANY, N.A., as Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, of 400 Countrywide Way SV-35 Simi Valley, CA, 93065, hereinafter called Grantee, all of the real property situated in the County of Canyon, State of Idaho, described as follows:

LOT 12, BLOCK 1, CHAPARRAL RANCH SUBDIVISION, CANYON COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 30 OF PLATS AT PAGE(S) 46, RECORDS OF SAID COUNTY. EXCEPTING THE SOUTH ONE HALF THEREOF.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be converted by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

This conveyance is made pursuant to the powers conferred upon said Trustee by that certain Deed of Trust recorded 10/06/2005 as Instrument Number 200564944, and executed by TRINA PULIDO A MARRIED WOMAN, AS HER SOLE & SEPARATE PROPERTY., as Grantor(s) in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, records of Canyon County, state of Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

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

Notice of Default was recorded as Instrument No. 2010003622, records of Canyon County, Idaho, and in the Office of the Recorder of each other county in which the property, or any part thereof, described in said Deed of Trust, is situated, the nature of such default being set forth in said Notice of Default; such default still existing 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 or certified mail, return receipt requested, by personal 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 said property is situated, in accordance with 45-1506(1) through 45-1506(7), Idaho Code, and 45-1506A(3), Idaho Code, when applicable, and as more fully appears in the affidavits recorded at least (20) days prior to the date of sale, and in accordance with 45-1506A(4), Idaho Code, when applicable, as Instrument Nos. 2010017630, and concurrently therewith when applicable, records of Canyon, 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, and any supplemental Affidavits attached hereto, shall be, and are hereby incorporated herein, and made a part of by this reference, for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication of the Notice of Sale, and recording of Notice of Default and of all other notices, affidavits and recordings in accordance with Title 45-1503 et al, Idaho Code, 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 said sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, being the highest bidder therefore, the property herein described for the sum of \$329,173.31, subject to, however, all superior and/or 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, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereto subscribed this day.

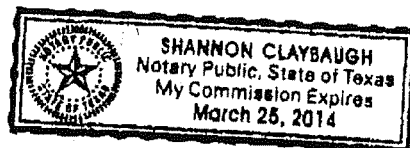
Dated: Aug 2, 2010

RECONTRUST COMPANY, N.A.

Kathleen Newland
By: Kathleen Newland, Authorized Signer

State of Texas)
County of Tarrant) ss.

On 2nd day of August 2010, before me, Shannon Claybaugh, notary public, personally appeared Kathy Claybaugh, Signer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entities upon behalf of which the person(s) acted, executed the instrument.



Shannon Claybaugh
Notary Public
Witness my hand and official seal.

200212585

RECORDED

06/07/2018 15: PM 11 22

write within 1500 ft. of development.

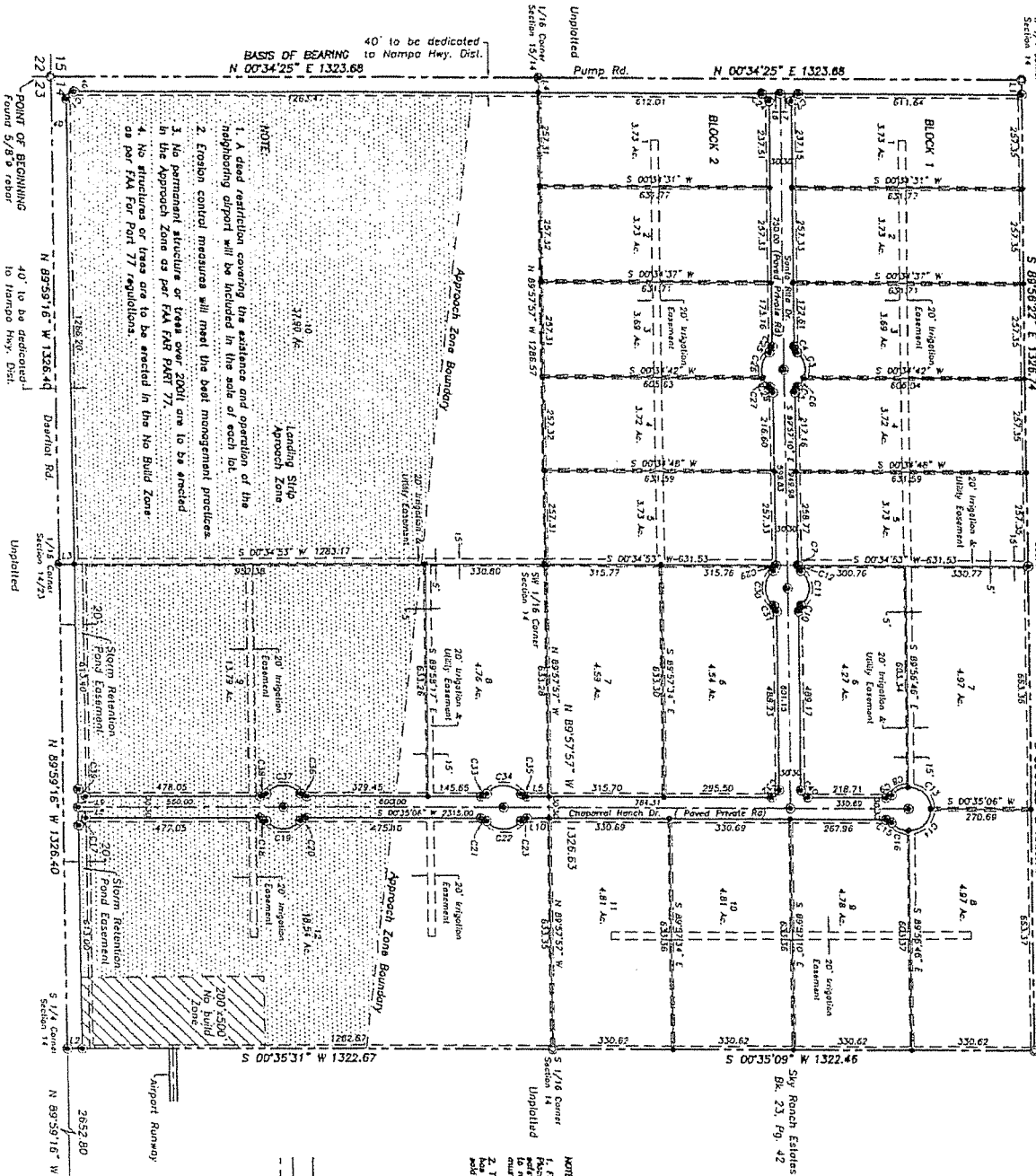
2. At least one of the pressurized irrigation must be notified if any sapsin system pipe crosses any portion of the pressurized irrigation pipe.

3. The irrigation piping or the sapsin irrigation piping must be double staked for a length of 100 feet beyond the piping in either direction.

Cir. 1/4 Corner

O'NEAL VALLES
CANYON CHRY RECORD
Dated

Cir. 1/4 Corner



CHARGE TABLE				BEARING	
NO	RADIUS	DETA	LENGTH	CHORD	
C1	20.00	807.31-35	31.61	28.47	S 44°27'-25"
C2	20.00	807.31-35	31.60	28.47	S 44°19'-25"
C3	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C4	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C5	80.00	324.16-18	55.66	50.33	S 44°19'-25"
C6	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C7	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C8	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C9	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C10	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C11	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C12	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C13	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C14	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C15	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C16	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C17	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C18	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C19	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C20	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C21	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C22	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C23	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C24	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C25	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C26	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C27	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C28	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C29	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C30	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C31	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C32	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C33	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C34	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C35	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C36	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C37	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C38	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C39	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C40	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C41	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C42	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C43	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C44	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C45	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C46	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C47	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C48	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C49	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C50	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C51	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C52	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C53	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C54	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C55	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C56	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C57	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C58	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C59	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C60	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C61	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C62	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C63	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C64	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C65	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C66	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C67	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C68	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C69	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C70	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C71	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C72	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C73	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C74	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C75	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C76	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C77	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C78	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C79	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C80	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C81	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C82	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C83	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C84	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C85	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C86	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C87	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C88	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C89	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C90	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C91	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C92	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C93	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C94	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C95	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C96	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C97	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C98	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C99	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C100	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C101	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C102	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C103	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C104	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C105	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C106	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C107	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C108	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C109	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C110	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C111	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C112	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C113	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C114	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C115	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C116	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C117	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C118	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C119	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C120	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C121	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C122	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C123	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C124	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C125	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C126	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C127	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C128	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C129	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C130	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C131	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C132	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C133	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C134	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C135	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C136	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C137	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C138	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C139	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C140	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C141	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C142	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C143	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C144	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C145	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C146	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C147	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C148	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C149	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C150	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C151	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C152	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C153	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C154	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C155	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C156	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C157	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C158	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C159	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C160	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C161	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C162	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C163	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C164	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C165	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C166	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C167	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C168	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C169	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C170	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C171	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C172	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C173	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C174	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C175	20.00	807.31-35	31.61	28.47	S 44°19'-25"
C176	60.00	327.17-19	78.82	71.68	S 15°59'-46"
C177	60.00	317.91-14	78.82	71.68	S 44°19'-25"
C178	20.00	807.31-35			

NOTE:

1. The hydraulic must have a minimum flow of 400 gallons per minute for a period of 34 hours. Placement of the hydrants to be determined by the fire department. A minimum of 150 ft from a street will have to be met; nearby structures for utilities, wells, and emergency dispensaries. House address numbers must be a minimum 9 in., with contrasting to their background and also be uniform.

2. The lighting fixture has no responsibility for the streets on this plot, unless you are a provision have been received and approved together with a dedication of right-of-way and evidence that said streets meet current District Standard for construction.

LEGGÉ

- ① 5/8" REBAR - FOUND
 - ② 5/8" x 30" REBAR - SEE
 - 1/2" REBAR - FOUND
 - 1/2" x 24" REBAR - SEE
- PROPERTY BOUNDARY LINE

Utility, drainage and irrigation easement
Unless otherwise noted widths shall be:

10 feet on each side of back lot lines
5 feet on each side of interior lot lines
If a lot line is moved the easement(s) shall move
with the lot line, provided that utilities have not
been installed within the easement(s).

DATE OF PREPARATION
October 7 2001

Skinner Land
Survey Co. Inc.

2318 S. Georgia Ave
Columbia, Md. 21050
(708)-456-0039

Sheet 1 of 2

OWNERS' CERTIFICATE

We, Southside, Inc., being first duly sworn depose and say we are the owners of CHAPARRAL RANCH SUBDIVISION more particularly described in the legal description below, state that it is our intention to include said property in this subdivision, and that we do for ourselves, our heirs, transferees, successors, and assigns, hereby dedicate, donate, and convey to the public forever the public streets shown on this plat. The easements shown on this plat are intended for the right and purpose set forth and no structures other than those for utility, irrigation, or drainage purposes are to be erected within limits of the easements. Also, we hereby certify that this subdivision is in compliance with paragraph 1, section 50-1334 of the Idaho Code.

This parcel of land consists of the SW 1/4 of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the southwest corner of said SW 1/4;

thence North 00° 34' 25" East along the west boundary of said SW 1/4 a distance of 1323.68 feet to the southwest corner of the NW 1/4 of said SW 1/4;

thence continuing North 00° 34' 25" East along said west boundary a distance of 1323.68 feet to the northeast corner of the NW 1/4 of said SW 1/4;

thence South 89° 56' 22" East along the north boundary of said SW 1/4 a distance of 1326.74 feet to the northeast corner of the NW 1/4 of said SW 1/4;

thence continuing South 89° 56' 22" East along said north boundary a distance of 1326.73 feet to the northeast corner of the NE 1/4 of said SW 1/4, said point also being the northeast corner of Sky Ranch Estates,

on file in Book 23, Page 42, Office of the Recorder, Canyon County, Idaho;

thence South 00° 35' 09" West along the east boundary of said SW 1/4 and the south boundary of said Sky Ranch Estates a distance of 1322.46 feet to the southwest corner of said Sky Ranch Estates, which is also the northeast corner of the SE 1/4 of said SW 1/4;

thence South 00° 35' 31" West along the east boundary of said SW 1/4 a distance of 1322.67 feet to the southeast corner of the SE 1/4 of said SW 1/4;

thence North 89° 59' 16" West along the south boundary of said SW 1/4 a distance of 1326.40 feet to the southwest corner of the SE 1/4 of said SW 1/4;

thence continuing North 89° 59' 16" West along said south boundary a distance of 1326.40 feet to the POINT OF BEGINNING, containing 161.60 acres, more or less.

David Washburn
Dove Washburn, President, Southside, Inc.

ACKNOWLEDGEMENT

Be it remembered that on this 3rd day of JANUARY, 2003, personally appeared Dove Washburn, President, Southside, Inc., who is known to me to be the owner of Chaparral Ranch Subdivision and that executed the above instrument.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Carolyn J. Lander
Notary Public for CANYON COUNTY, IDAHO
Residing at 10-03-2003
Commission expires



Chaparral Ranch Subdivision

CERTIFICATE OF COUNTY TREASURER

I, Treas. Lloyd, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of IC-50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full.

This certificate is valid for the next thirty (30) days only.
Sharon L. Lloyd
County Treasurer by Sharon L. Lloyd
Date March 14, 2003

SURVEYOR'S CERTIFICATE

I, Greg L. Skinner, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat of Chaparral Ranch Subdivision as described in the owners' certificate and the attached plat, was drawn from an actual survey made by me and accurately represents the points thereon.

I further certify that I made this survey under the direction of the owner thereof and that the survey is in conformity with the State of Idaho Codes relating to plats and subdivisions.



CERTIFICATION AND APPROVAL OF COUNTY SURVEYOR

I, Dennis A. King, Canyon County Surveyor, do hereby certify that I have examined the plat of Chaparral Ranch Subdivision and that it complies with the requirements of Idaho State Code.

Dennis A. King
County Surveyor
Date 1/14/02

CERTIFICATION AND APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the Canyon County Recorder or his/her agent listing the conditions of approval.

Don L. Wheeler
Southwest District Health Department
Date 1-15-02

CERTIFICATION AND APPROVAL OF NAMPA HWY. DIST.

Nampa Highway District has no responsibility for the streets shown on this plat, unless and until a petition has been received and approved together with a dedication of rights-of-way and evidence that said streets meet current District Standards for Construction.

Donner Spalding
Chairman
Date 1-15-02

CERTIFICATION AND APPROVAL OF CANYON COUNTY PLANNING AND ZONING COMMISSION

Accepted and approved this 1st day of MARCH, 2002 by the Canyon County Planning and Zoning Commission, Canyon County, Idaho.

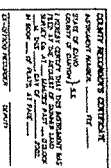
Mark P. May
Chairman

CERTIFICATION AND APPROVAL OF CANYON COUNTY COMMISSIONERS

Accepted and approved this 1st day of MARCH, 2002 by the Canyon County Commissioners, Canyon County, Idaho.

Stanley H. Hines
Chairman

Stanley Hines
Chairman



INSTRUMENT NO. 200229377

DECLARATION OF RESTRICTIVE COVENANTS
OF
CHAPARRAL RANCH SUBDIVISION

110
① TNO2-14321 CHR

THIS DECLARATION, executed on the date following his signature, is made by Southside, Inc. an Idaho corporation, through its President, David W. Washburn, hereinafter Declarant, and is based on the following facts:

RECITALS

- A. Declarant is the owner of certain real property in Canyon County, Idaho, which is more particularly described in Exhibit 1 hereto ("Chaparral Ranch Subdivision" or "Property").
- B. Declarant desires to assure the attractiveness of the individual lots and community facilities within the real property; to prevent future impairments thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property; and to provide for the maintenance of the roadways, irrigation system and other community capital improvements.

NOW THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, each of which shall run with the properties and shall be binding on all parties now or hereafter having any right, title or interest therein or to any part thereof, and shall inure to the benefit of each owner thereof. Declarant reserves the right to amend this Declaration to set forth any additional or modifications to the easements, conditions, covenants, restrictions and reservations applicable to the Lots in the Subdivision or add any other properties to the jurisdiction of this Declaration, whether contained in the original subdivision or not. Any amendments to this Declaration shall affect only those lots not sold at the time of such amendment.

ARTICLE I
Definitions

- A. "Architectural Committee" means the Committee charged with approval of any construction, erection, alteration or repair of any improvements on any Lot in the Property as hereinafter provided.
- B. "Association" means Chaparral Ranch Subdivision Homeowners' Association, a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the Association.
- C. "Board of Directors" means the Board of Directors of the Association.

- D. "Common Area" means any property, intangible, personal or real, owned by the Association for the common use and enjoyment of the Owners.
- E. "Dwelling Unit" means that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.
- F. "Household" means all persons residing in a Dwelling Unit.
- G. "Irrigation System" means the irrigation system, which provides non-potable irrigation water for each Lot for irrigation and fire suppression purposes only.
- H. "Lease" means any agreement for the leasing or rental of a dwelling unit, including a month-to-month rental agreement. All such leases shall be in writing.
- I. "Lot" means all lots within and shown upon the Plat.
- J. "Owner" means the owner of record, whether one or more persons or entities, of a fee simple title to any lot, but excluding those having an interest merely as security for the performance of an obligation.
- K. "Phase" means development of all lots within a particular location on the Plat prior to beginning development of any other portion. Each Phase shall be identified by a consecutive number beginning with No. 1 and shall be known as a Phase.
- L. "Plat" means the official recorded plat of the Subdivision or any amendments or additions thereto.
- M. "Private Road System" means the private roads serving Lots in the Subdivision.
- N. "Property" means the real property constituting Chaparral Ranch Subdivision, described above and according to the Plat, and any additions thereto, as may be made subject to this Declaration or otherwise brought within the jurisdiction of the Association.
- O. "Project" means the Property and all contemplated improvements thereto.
- P. "Single Family" means any one or more individuals, doing their own cooking and living on the premises as a separate housekeeping unit in a domestic relationship as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.

ARTICLE II General Restrictions

1

A. Covenant: The Declarant hereby covenants for all of said property. Each Owner, whether by ratification of this Declaration or by acceptance of a deed or contract of purchase, whether or not these covenants, conditions and restrictions are expressly set forth in any such deed or other conveyance or agreement for conveyance is deemed to covenant and agrees to comply with and abide by these covenants, conditions and restrictions and agrees for the Owner or Owners, the Owner(s)' heirs, administrators, delegees or assigns to be personally bound by each of these covenants, restrictions, reservations and servitudes, and as may be amended from time to time, jointly, separately and severally.

B. Enforcement of Restrictions: The Declarant, Architectural Committee, Association or any Owner shall have the right to enforce, whether at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or the Articles, Bylaws or Rules of the Association. Not less than ten (10) days prior to bringing an action of enforcement, the offending party shall be served with written notice setting forth with specificity the covenant, restriction, condition, reservation, lien or charge that the person is charged with failing to comply with. Failure to enforce any the foregoing shall in no event be deemed a waiver of the right to do so thereafter. These covenants, conditions and restrictions are cumulative and all remedies provided herein for breach are in addition to any rights and remedies provided by local or state laws and not in lieu thereof.

C. Judgment and Attorneys' Fees: Whether an action is prosecuted to judgment, the prevailing party shall be entitled to reasonable attorneys' fees and costs. In the event of judgment against any person, the court may award injunction against any person for violation, required compliance as the court deems necessary, award such damages, reasonable attorneys' fees, costs and expenses as well as such other or further relief as may be deemed just and equitable.

D. Mortgages or Deeds of Trust Not Invalidated: The breach of any of these covenants, conditions, restrictions or any repurchase by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but shall be binding upon and effective against any such mortgagee or trustee or Owner thereof, whose title is or was acquired by foreclosure, trustee's sale, or otherwise.

E. Compliance with Applicable Laws: All development within the Subdivision shall comply with all relevant State and County ordinances, regulations and laws.

F. Residential Use Only: With the exception of Lot 12, Block 1 and Lots 9 and 10 of Block 2, all of the lots in the Subdivision shall be known and described as residential lots. None of the lots, or any part thereof shall be used for commercial purposes. The use of the lots shall be limited to single-family dwellings. Lot 12, Block 1 and Lots 9 and 10 of Block 2 may be used for single family residential as well as agricultural.

G. Easements: Easements for the installation and maintenance of utilities, irrigation and drainage facilities are either reserved or granted as shown on the Plat. Within these

easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

H. Sewage Disposal Systems: All sewage disposal systems shall be constructed in compliance with the standards, laws, rules and regulations set forth by all governmental entities including state, county and local ordinances. No privies or outdoor toilets shall be allowed, except during initial construction.

I. Re-Subdivision: With the exception of Lot 12, Block 1 and Lots 9 and 10 of Block 2, no Lot may be re-subdivided. Re-subdivision shall not result in a Lot smaller than five (5) acres.

J. Right to Farm: All purchasers shall execute a Right to Farm disclosure acknowledging that they will be purchasing a lot in an agricultural area in which gravel extraction or agricultural practices including application of chemicals, raising of livestock in confined areas night operations, dust and noise may take place. All purchasers agree by the purchase of any lot, that they will not contest any such lawfully conducted agricultural uses being conducted on neighboring properties.

K. Nuisance Animals Prohibited: There shall be no nuisance animals, which are defined as swine, pea cocks or pea hens or guinea fowl. The number of animals kept per acre shall be in compliance with the densities provided by Canyon County ordinance at the time of purchase of the lot by each purchaser. Provided however, that not more than the following shall be allowed per acre or portion thereof:

- a. Two (2) cows,
- b. One (1) horse,
- c. One (1) goat,
- d. Two (2) sheep,
- e. Two (2) llamas,
- f. Two (2) exotic avian species such as emu or ostrich.

L. Parking and Non-working Vehicles: No vehicle, trailer or boat shall be parked on any portion of any common area or along any roadway for more than forty-eight (48) consecutive hours. No vehicle, which is not in running condition, shall be kept in any place visible to the public. There shall be a limit of one (1) non-working vehicles per lot. Such vehicles shall be kept in an enclosed space such as a barn or garage and shall not be visible to the public.

M. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than four (4) square feet which advertises the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

N. Trash Storage and Disposal: Except for the day of normal trash collection service, all trash shall be kept inside garages, sheds, etc. such that it is not visible to the public. All trash shall be kept in such a manner so as to prevent it from being strewn or blown over any portion of the Subdivision. No lot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision. The property shall be used in such manner as to be inoffensive to any other property owner within the Subdivision.

O. Operation of Businesses: No business shall be maintained or conducted on any lot or any portion thereof, except as can be conducted entirely within the residential dwelling and meeting the criteria of home occupations as an allowed use under Canyon County Zoning ordinances. Garage sales may be conducted but shall be limited to two such sales per calendar year per lot. For purposes of this section, agricultural operations on Lot 12, Block 1 and Lots 9 and 10 of Block 2 shall not be considered businesses.

P. Oils and Mineral Exploration and Storage: No oil drilling, oil development operation, oil refining, commercial quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No structure for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

ARTICLE III CONSTRUCTION RESTRICTIONS

A. Completion of Construction: The construction of all dwellings shall be prosecuted diligently and continuously from the date of commencement thereof, and the same shall be completed within one year after the date of commencement unless such completion is prevented by causes beyond the control of the owner thereof.

B. Construction Materials and Approvals: All dwellings shall be new stick construction and shall be of frame, stone, brick or other construction as approved by the Architectural Control Committee. All buildings are subject to approval of the Architectural Control Committee prior to construction. If other than brick or stone is used, the exterior shall be finished and painted and such finish kept in good repair and condition.

C. Damage to Improvements: It is the responsibility of the Builder of any structure in the Property to leave streets, curbs, sidewalks, fences, tiled irrigation lines or other improvements, if any, as well as utility facilities, free of damage and in good and sound condition at the conclusion of the construction period. It shall be conclusively presumed that all such improvements are in good sound condition at the time construction commences on each Lot. The builder is responsible for notification to the contrary, in writing, to the Architectural Committee at the time construction commences.

D. Driveways: All Lots shall be provided with a driveway paved with either asphalt or concrete from the garage entry to the road serving the Lot or as otherwise approved by the Architectural Committee. Driveways for all Lots shall be of sufficient size for off-street parking for three (3) standard size automobiles. Any driveway constructed on any of the Lots shall have a pipe or conduit or culvert (hereinafter collectively pipes) there under at least twelve (12) inches in diameter, near the street line of the Lot and at any point where the driveway crosses any ditch or pipe or drainage area so as to permit the movement of irrigation waters or for drainage. The pipes may be made of tile, concrete, iron or steel, or any other substance of permanent nature.

E. Dwellings: No dwelling shall exceed two (2) stories in height with a garage for not less than two (2) vehicles, including boats and camper trailers. Lots may contain such outbuildings incidental to a rural residential or agricultural use as approved by the Architectural Control Committee.

F. Easements: In addition to the easements shown on the Plat, additional easements are reserved.

1. An easement of ten (10) feet in width on either side of all property lines is reserved for the purpose of maintenance of fences and landscaping. Provided however, an adjacent Lot Owner using such easement for such access shall not damage the neighboring Lot or if damage occurs, shall immediately repair any such damage and restore the Lot to the condition prior to such damage.

2. An easement is further reserved, ten (10) feet on each side of all Lot lines for installation and maintenance of utilities, irrigation, and drainage equipment and facilities. There shall also be storm water retention or barrow pit (swale immediately adjacent to the roadway) easements on all lots for the purposes of retaining all on-site drainage from the roadways.

G. Fencing: Fencing is not required. All fencing must be approved by the Architectural Committee prior to installation. If fencing is installed between the front of the Dwelling and the Private Road, it shall be of white vinyl fencing material, two (2) or three (3) rail, or as approved by the Architectural Committee. All fencing installed along Deer Flat and Pump Roads shall be of white vinyl fencing or as approved by the Architectural Committee. If the fencing encloses a pasture, an unobtrusive second fence may be installed immediately inside the white vinyl fencing with Architectural Committee approval.

H. Individual Lot Irrigation Systems: With the exception of Lot 12, Block 1, all irrigation systems must be approved by the Architectural Committee prior to installation and must be compatible with the pressurized irrigation system installed by Declarant. Lot 12, Block 1 shall not be entitled to utilize the pressurized irrigation system installed by Declarant but must provide its own irrigation water.

I. Landscaping: Weather permitting, landscaping of front yard must be completed within ninety (90) days of occupancy, weather permitting. Landscaping of the front yard shall include:

1. At least two (2) trees of at least one and one half (1.5) inch caliper measured from the ground;
2. Five (5) one-gallon shrubs;
3. Lawn, which may be seeded, hydro-seeded or sod.

Landscaping of the back yard, including grass but exclusive of pasture, shall be completed within one (1) year of first occupancy of the residence. Nothing shall be placed within the drainage easements that will interfere with drainage. Nothing, other than grass, may be planted within the drainage easement without the Architectural Committee's prior written approval. Lot Owners shall take all reasonable efforts to keep Lots weed-free. In no event shall weeds be allowed to grow to a height exceeding twelve (12) inches on any Lot including undeveloped Lots.

J. Minimum Floor Area of Dwellings: On Lots 1 through 5 Block 1, and Lots 1 through 5, Block 2, all dwellings of one story shall be at least one thousand six hundred (1,600) square feet, exclusive of one story open porches and garages and dwellings of more than one story shall have at least two thousand two hundred (2,200) square feet, with a minimum of one thousand four hundred (1,400) square feet on the ground floor, exclusive of one story open porches and garages. On Lots 6 through 11 Block 1, and Lots 6, 7, and 8 of Block 2, all dwellings of one story shall be at least one thousand eight hundred (1,800) square feet, exclusive of one story open porches and garages and dwellings of more than one story shall have at least two thousand eight hundred (2,800) square feet, with a minimum of one thousand six hundred (1,600) square feet on the ground floor, exclusive of one story open porches and garages. Any Tri-level residences shall have a minimum twenty-four hundred (2,400) square feet of living area. All dwellings on Lot 12, Block 1 and Lots 9 and 10 of Block 1 shall be a minimum of two thousand eight hundred (2,800) feet above ground.

K. Prohibited Buildings: No manufactured or mobile homes or trailer houses of any kind shall be permitted, including any such use as a temporary residence. However, occasional use of a trailer house by individuals temporarily visiting a lot owner shall be permitted so long as such use does not exceed thirty (30) days.

ARTICLE IV Architectural Committee

A. Initial Members: The initial members of the Architectural Committee are appointed by and serve at the discretion of the Declarant. The initial members are David W. Washburn and Kelly Washburn. These individuals serve at the discretion of the Declarant, which may increase the number of Committee members but may not decrease the numbers beyond two (2).

In the event of death or resignation of a member, the remaining members shall have full authority to act, and within a reasonable time after the occurrence of such vacancy, the Declarant, or if after the completion of the last dwelling unit, the Board of Directors of the Association shall appoint a replacement.

B. Action by Quorum and Majority: A majority of the Committee shall constitute a quorum. All action by the Committee shall be by majority vote of those members in attendance so long as a quorum is present at a meeting.

C. Liability for Committee Action: All Owners agree that the Committee and its successors shall incur no liability for any omissions or acts under this Declaration.

D. Duties: The duties of the Architectural Committee are to review, approve, deny or condition approval of all new construction on such terms and conditions as the Committee shall deem appropriate. Its determination is binding on all parties. The Committee is further charged with enforcement of this Declaration until the Board of Directors takes over the responsibilities of the Committee pursuant to Paragraph H below. The Committee may, with the consent of the Declarant, appoint a sub-committee to enforce all areas of this Declaration not pertaining to new construction.

E. Duties of Sub-Committee: In the event that a Sub-Committee is appointed, its duties shall be to enforce, control and review for approval, non-approval or conditional approval, all areas encompassed by this Declaration not pertaining to new construction. However, upon completion of the last dwelling house, the Sub-Committee shall take over all duties of the Architectural Committee and its members will then be appointed by the Board of Directors of the Association. All Owners agree that the Sub-Committee and its successors shall incur no liability for any omissions or acts under this Declaration. In the event of death or resignation of a member, the remaining members shall have full authority to act, and within a reasonable time after the occurrence of such vacancy, the Architectural Committee and Declarant, or if after the completion of the last dwelling unit, the Board of Directors of the Association shall appoint a replacement.

F. Submission of Plans and Specifications: Prior to any construction, erection repair or alteration, including different color or materials, of structures, fences, outbuildings, etc., as herein provided, there shall be submitted to the Committee, one set of detailed plans and specifications.

G. Approval by Architectural Committee: No building or other structure, shall be erected, placed altered or maintained on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, compliance with specific material type requirements.

The Committee shall have fifteen (15) days to review the plans, drawings and specifications. The Committee shall indicate its approval of the proposal by the dating and signing of the plans by a designated member of the Committee. Such approval shall be

construed as full compliance with this Declaration. Approval shall be transmitted to the applicant by letter. No proposal shall be deemed approved without the authorized signature of a Committee member. The Committee shall have the sole discretion to determine what is substantial or full compliance with this Declaration. The Committee shall have the right to retain the plans and specifications.

H. Release of Initial Committee and Sub-Committee: Upon the sale of the last Lot in the Property, the work of the initial Committee and Sub-Committee shall be deemed completed, and said members shall then be automatically released from all responsibilities thereto. If the Association has been formed, then at the sale of the last Lot and not before, the then seated Board of Directors of the Association shall automatically become the Architectural Committee. Amending this Declaration shall not affect this provision.

ARTICLE V Homeowners' Association

A. Incorporation of Declaration: All the provisions of this Declaration shall be incorporated into the Articles of Corporation of the Homeowner's Association as if fully set forth therein. If there is a conflict between the Articles of Incorporation, Bylaws or rules of the Association and this Declaration, the provisions of this Declaration shall control.

B. Establishment of Association: Not later than the sale of the last Lot in Phase I, the Owners shall form the Association through filing of Articles of Incorporation as a nonprofit Idaho Corporation with the Idaho Secretary of State.

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

D. Membership Classes: The Association shall have two (2) classes of voting membership:

1. The Class A members shall all be Owners, with the exception 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 such Owners determine. However, there shall not be more than one (1) vote cast per Lot; fractional votes shall not be permitted. The vote applicable to any Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

2. The sole Class B member shall be the Declarant, which shall retain seventy-five percent (75%) voting control until the last available Lot in the entire subdivision is sold. In that event, Declarant shall become a Class A member to the extent and under the same conditions as other Owners of Lots.

E. Officers and Directors: At an annual meeting called pursuant to written notice as herein provided for the establishment of annual assessments, a Board of Directors of the

Association shall be elected by ballot of a majority of those attending said meeting or voting by proxy. The Board shall consist of three (3) Directors elected to serve for a period of one year. One member shall serve as the Chairperson of the Board, elected by majority vote. One person shall serve as Secretary to the Board.

F. Assessments: Each Owner of any Lot, by acceptance of a deed therefore, whether or not expressed in such deed, is deemed to covenant and agrees to pay to the Association for the maintenance, repair, and improvement of the private roads and irrigation system:

1. An initial assessment of one hundred dollars (\$100) for each Lot, payable at closing.
2. Regular annual or other regular periodic assessments or charges. The initial periodic assessment for all Lots shall be twenty dollars (\$20.00) per month per Lot for the operation and maintenance of the pressure irrigation system as well as the private roads.
3. Special assessments for capital improvements, including repair or alteration of existing improvements or new improvements. Such special assessments to be fixed, established and collected from time to time as hereinafter provided.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the private roads or irrigation systems or abandonment of the Owner's Lot.

G. Property Exempt from Assessments: The following property subject to this Declaration shall be exempt from the assessments created herein:

1. Properties expressly dedicated to and accepted by a local public authority;
2. Lots or Common Areas owned by the Association.

H. Due Date of Assessments: The annual assessments shall commence as to each Lot on first day of the month following the conveyance of the Common Areas or facilities, e.g., irrigation system. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors, or the Architectural Committee prior to the establishment of the Association, shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors or the Architectural Committee prior to establishment of the Association. The Association shall, upon demand, and for a reasonable charge furnish a certificate by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

I. Unpaid Assessments: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or at such other interest rate as may be established annually by the Board of Directors. The lien of the assessments shall be subordinate to the lien of any first mortgage provided that such first mortgage is held by a person or entity unrelated to the Lot Owner. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu 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 assessments thereafter becoming due or from the lien thereof.

J. Use of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Areas and improvements thereon.

K. Increase in Assessment Amounts: From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. It may be increased above 5% only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose as set forth below.

L. Assessments a Charge Against the Lot: The regular and special assessments, together with interest, costs of collection and reasonable attorneys fees shall be a charge on any Lot and shall be a continuing lien on the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

M. Notice and Quorum for Meetings: Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs F and G shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of Owners or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than ten (10) days and not more than thirty (30) days subsequent. Written notice of the rescheduled meeting shall be mailed to all members not less than five (5) days in advance of the rescheduled meeting date. The required quorum at the subsequent meeting shall be satisfied by those present, in person or by proxy, of twenty-five percent (25%) for each class of membership.

N. Common Area Matters: The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless authorized by members entitled to cast two-

thirds (2/3) of the majority of the votes at a special or general member's meeting and an instrument signed by the Chairperson and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer. Written notice of the proposed action and meeting at which action is intended to be taken shall be sent to every member of the Association not less than ten (10) days nor more than fifty (50) days prior to such dedication or transfer.

O. Association Duties: The Association is authorized to, but not limited, to the following:

1. Prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year which grow out of or are in connection with the maintenance and operation of Common Areas and improvements. This budget may include, but is not limited to the cost of maintenance, management, special assessments, insurance (fire, casualty and public liability, etc.), common lighting, landscaping and care of grounds, repairs, renovations and paintings to Common Areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association from a previous period, and the creation of any reasonable contingency or other reserve fund.

2. Perform or have performed the repairs, upkeep and maintenance, normal servicing, gardening, development of rules for use, care and safety of Common areas, annual planting of landscape including flowers, payment of bills and related expenses for any Common Areas.

2. Any other responsibilities not inconsistent with this Declaration set forth in the Association's Articles of Incorporation, Bylaws or rules.

ARTICLE VIII Pressurized Irrigation System

A. Irrigation System: Declarant has constructed a pressurized irrigation system providing non-potable irrigation water to serve all Lots with the exception of Lot 12, Block 1, which shall not be entitled to utilize such system but must provide its own irrigation system.

B. Wells: There are two (2) wells providing irrigation water, one located on Lot 8, Block 2, which directly irrigates Lots 1 through 11 of Block 1 and Lots 1 through 8 of Block 2. The second well is located on Lot 9, Block 2, and is used to directly irrigate Lots 9 and 10, Block 2. Both wells are considered part of the system. The second well may be utilized as a back-up to irrigate the remainder of the Subdivision but shall serve Lots 9 and 10, Block 2 prior to serving the remainder of the Subdivision.

C. Easements: The Declarant and Association shall have an easement for access, operation and maintenance purposes across Lots 8 and 9, Block 2.

D. Fire Suppression: The wells shall also be utilized for the purposes of fire suppression and shall include the water hydrants installed by Declarant. These hydrants may be located either wholly within a Lot or on the property line between Lots. The Declarant and Association shall have an easement for access, operation and maintenance purposes on any Lot on which a hydrant is located.

ARTICLE IX Insurance and Bond

A. Multi-Peril Insurance: The Association may obtain and keep in full force and effect at all times a multi-peril type policy covering any Common Area improvements, providing as a minimum, fire and extended coverage and all other coverage in the kinds and amounts investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on replacement cost).

B. Comprehensive Public Liability Insurance: The Association must, if available at a reasonable cost, have a comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement, which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

C. Contribution: Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgage holders.

D. Subrogation Waiver: Each policy of insurance obtained by the Association shall where possible provide:

1. A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests.
2. A Provision that the policy cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured.
3. That any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

E. Idaho Insurers: All policies shall be written by a company licenses to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

F. FHLMC/FHMA Requirements: Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA)

G. Worker's Compensation: The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

H. Miscellaneous: The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the properties, including any personal property of the Association located thereon. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

ARTICLE X Miscellaneous

A. Binding Effect: The covenants and restrictions of this Declaration and any amendment hereto shall run with and bind the land. These covenants shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless amended in accordance with Paragraph D below.

B. Amendment: This Declaration, except the easements herein granted, may be amended by the Declarant at any time prior to the sale of the last Lot. After the sale of the last Lot, up to the end of twenty (20) years from the date this Declaration is recorded, it may be amended but not terminated, at any time, but only by an instrument signed and acknowledged by the President and Secretary of the Association affirming that such amendment was approved, either by proxy or affirmative vote at a meeting called for such purpose, of not less than seventy-five percent (75%) of the Lots subject to this Declaration. Thereafter, this Declaration may be amended or terminated only by an instrument signed and acknowledged by the President and Secretary of the Association, affirming that such amendment was approved, either by proxy or affirmative vote at a meeting called for such purpose, of not less than sixty-six percent (66%) of the Lots.

C. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be transferred or assigned to the Association or to any other person, including corporations or associations which are now organized or which may hereafter be organized which will assume the specific rights, powers and duties of Declarant hereunder, evidencing its intent in writing to accept such assignment. All rights of Declarant hereunder

reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of the Property until the sale of the last Lot.

D. Enforcement may be prosecuted by any lot owner and may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure by any owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

E. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DECLARANT – SOUTHSIDE, INC.

David W. Washburn
David W. Washburn, President

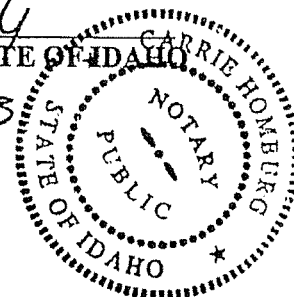
Dated: 6/24/02

STATE OF IDAHO)
COUNTY OF Canyon) ss

On this 28th day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared David W. Washburn known or identified to me to be an officer or agent of the above named corporation and acknowledged that he was authorized to and did execute the same on behalf of the corporation.

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

Carrie Homburg
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Huba
My Commission expires: 1/28/03



INSTRUMENT NO. 200361423

pc 54188

i 01442

ROAD MAINTENANCE AGREEMENT
OF CHAPPARAL RANCH SUBDIVISION
HOMEOWNERS' ASSOCIATION, INC.

POOR COPY

The undersigned are the Owners of all of the Lots (Owners) in Chapparral Ranch Subdivision, located in Canyon County, Idaho (Subdivision) as illustrated on the Plat thereof recorded in the Office of the County Recorder, Canyon County, on March 18, 2002, as Instrument Number 200212585 (Subdivision). A copy of the Plat is attached hereto as Exhibit 1.

There are two private roads that provide ingress and egress to the above referenced Lots that are commonly known as Santa Rita Drive and Chapparral Ranch Drive (Roads).

All present and future Owners of the above referenced Lots are automatically Members (Members) of the Chapparral Ranch Subdivision Homeowners' Association (Association) upon close of the purchase of any one or more of the Lots.

This Agreement sets forth the conditions for maintenance and use of the Roads and is for the purpose of providing for administration, improvement, maintenance and repair. All purchasers of any of the Lots and their successors and assigns shall be subject to and comply with the following:

1. Administration. The Board of Directors (Board) of the Association shall be responsible for the administration of all aspects pertaining to the road including administration, improvement, insurance, maintenance and repair.

2. Rules and Policies. The Association may adopt rules for the use and access to the private road and shall adopt policies for the management and maintenance of the road, as the Members deem best by majority vote.

3. Meetings. The Members of the Association shall meet between January first and the last Monday in March of each year, at the call of the Secretary of the Association, upon not less than ten (10) days notice either as part of or in addition to the annual meeting of the Association.

4. Voting. Regardless of the number of persons holding title to a Lot, each Lot shall be entitled to single vote. All action to be approved by the Members shall be by majority vote with the exception of changing this Agreement, which shall require a two-thirds majority.

POOR COPY

POOR COPY

The payment of all assessments and the improvement of the Lot by the construction of a dwelling thereon shall be prerequisite to voting at any meeting of the Members. Only one vote shall be cast for each Lot owned. Votes may be cast either in person or by proxy. Proxies may not be valid for more than eleven (11) months from the time they are given and are not binding upon a subsequent purchaser of the Lot, which is represented by the proxy.

At the meetings of Members, one half of the total number of Members either present in person or by proxy shall constitute a quorum.

5. Road Repairs, Improvements and Maintenance - Assessment of Cost. Prior to the annual meeting of the Association, the Board and the Officers of the Association shall make an examination of the roads and make an estimate as to the costs of any necessary repairs and improvements or maintenance for the succeeding year. Such estimated costs and charges shall be presented to the Members at the annual meeting. Costs to repair or maintain the road in a good and usable condition shall automatically be assessed pro rata to each Lot. The Members shall have the right to vote on improvements to the roads or their transfer to a public entity. The improvement, repair and maintenance of the road shall be under the direction of the Board and Officers.

6. Assessments-Notice-Penalties for Delinquency. On or before April 15th of each year, the Secretary shall notify each Member of the amount assessed against the Lot owned by the Member for the succeeding year. The assessment shall be due and payable on May 1st of each year and if not so paid on or before June 15th of each year, a penalty of ten percent (10%) shall be added thereto. The total amount shall accrue interest at the rate of ten percent (10%) per annum from June 15 until paid.

7. Delinquent Assessment-Liens. In the event that any Member or tenant of any Member shall fail to pay their assessment when due as provided in Paragraph 6 above, the Secretary or other Officer may file with the Record's Office of Canyon County, an affidavit of cost thereof, after ten (10) days written notice to the delinquent Member which shall set forth all sums due and delinquent. The affidavit shall constitute a lien on the land of the delinquent Member, and may be foreclosed upon or satisfied upon subsequent sale. However, no liability or lien shall attach until the filing of such affidavit of cost. In addition to the usual cost of foreclosure, the delinquent Member shall pay the cost of any title search and reasonable attorneys' fees if any are incurred.

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POOR COPY

8. Rules for Road Maintenance and Use. The Board shall adopt Rules for the Use of the Roads that shall include the following:

a. The Association shall jointly maintain the Roads, including snow removal. The Owners of each Lot shall be responsible for a pro-rata share of the operation and maintenance costs as well as any special assessments for capital improvement or replacement of the Roads.

b. No Owner shall obstruct the Roads or barrows adjacent to the Roads or allow any such action by any person under that Owner's supervision or control including agents, employees and invitees.

c. If damage occurs to the Roads or barrows by act or omission of the Owner of a Lot or agents acting on that Owner's behalf, that Owner shall be solely responsible for such damages and shall have such damages repaired not later than thirty (30) days after conclusion of the work or incident that caused the damage, weather permitting.

If the Board determines by majority vote, that a Member or tenant of a Member is violating rules of the Association, the Board is empowered to retain legal counsel to pursue all remedies against the Member or tenant of a Member. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs whether or not the matter is pursued to judgment.

9. Dispute Resolution: Should any dispute arise over the Roads, whether between Owners or an Owner and the Association, that cannot be resolved, the matter shall be submitted to mediation. The parties shall share equally the fees of the mediator. If the mediation is not successful in resolving the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association. The Arbitrator shall have the power or authority to impose a settlement upon the parties which may be enforced by a judgment by a in the Third Judicial District, Canyon County, Idaho. In the event of arbitration, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

POOR COPY

POOR COPY

Prevailing party shall be deemed to be the party to whom money is paid or whose position is affirmed by the Arbitrator.

10. Authority to Borrow Money, Mortgage or Pledge Assets. The Association is expressly authorized to borrow money from any private or governmental source, to be repaid over a period of years, and to levy assessments over such period of years for the purpose of repaying such loans. It is also authorized and empowered to mortgage and pledge any of the assets of the Association as security for such loans. Provided however, that before any money can be borrowed or any mortgage or pledge can be made and entered into, all Members shall be given the opportunity to vote upon such action. The vote shall be taken at a special meeting of the Members upon two weeks written notice thereof. If a majority of the total number of Members so approve the proposed action, the Association, through its President and Secretary shall be authorized to take such action as approved by the Members.

11. Recording. This Agreement, when recorded, shall be notice to all the world of the rights and obligations of the persons, firms or corporations acquiring title or interest in the referenced Lots. All such persons, firms, or corporations shall be bound by the terms of this Agreement.

12. Amendments. This Agreement may be repealed or amended at any meeting of the Members of the Association called for that purpose, by a vote representing two-thirds of the Lots in the subdivision either in person or by proxy, or by an instrument in writing signed by the same percentage of Lots, which signatures shall be notarized.

13. Binding on Successors: This agreement shall be binding on the undersigned, Owners and their tenants, heirs, assigns and successors in interest.

14. Jurisdiction and Venue: This Agreement has been executed in Canyon County, Idaho and shall be governed by and construed in accordance with the laws of the State of Idaho. Any legal action to enforce a decision in Arbitration or interpret the provisions of this Agreement may be commenced only in the courts of the Third Judicial District in and for the County of Canyon, Idaho.

15. Exhibits and References: All exhibits attached to this Agreement are incorporated by reference herein and specifically made a part of this Agreement.

POOR COPY

POOR COPY

16. Owner Approval of Agreement. This Agreement was adopted by a majority of the Lots, by and through their Owners who have authorized the Secretary to execute this document and cause it to be recorded in the County of Canyon. Those Owners are as follows:

NAMES	BLOCK and LOT
<u>Tim Walsh</u>	<u>Blk 2 Lt. 6</u>
<u>Steve Rouppet</u>	<u>Block 1 Lot 12, Blk 2 Lt. 9</u>
<u>Samantha Whipple</u>	<u>Blk 2 Lot 4</u>
<u>Mary Hubert</u>	<u>Blk 2 Lt. 2</u>
<u>Jessie Hubert</u>	<u>Block 2 Lt. 1</u>
<u>Al V. Hubert</u>	<u>Block 1 Lt. 3</u>
<u>Travis</u>	<u>Blk 2 Lt. 5</u>
<u>Travis Todd</u>	<u>Blk 2 Lt. 3</u>

IN WITNESS WHEREOF, this instrument is executed on the 22nd day of September, 2003.

[Signature]
Secretary

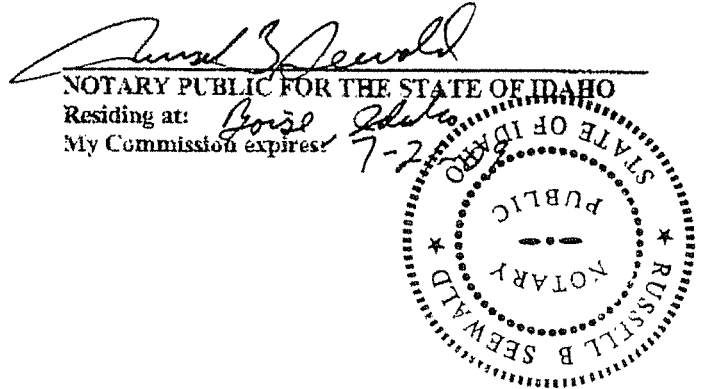
POOR COPY

STATE OF IDAHO)
) ss
COUNTY OF)

On this 22nd day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Brett Hubert

_____ known or identified to me to be an officer or agent of the above named association and acknowledged that s/he was authorized to and did execute the same on behalf of the corporation.

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



200361423

RECORDED

2003 OCT 1 PM 4 44

G NOEL HALES

CANYON CITY RECORDER
BY *pm*QUEST PIONEER - CALDWELL
APR 26 11 18 AM
FEE 1800

INSTRUMENT NO. 200550063

FIRST AMENDMENT TO
CHAPARRAL RANCH SUBDIVISION
DECLARATION OF RESTRICTIVE COVENANTS

This First Amendment to the Chaparral Ranch Subdivision Declaration of Restrictive Covenants (hereinafter Declaration) previously recorded as Instrument No. 200229377 on June 28, 2002, Records of Canyon County is effective immediately upon recordation hereof.

Article VII Pressurized Irrigation System, is amended to read as follows:

C. Easements: The Declarant and Association shall have an easement for access, operation and maintenance purposes across Lots 8 and 9, Block 2. The easement on Lot 8 shall be located adjacent to and run along the entire north boundary of the Lot. It shall be as wide as necessary to accommodate equipment to improve, maintain or operate the well located on that Lot, but in no event shall it be narrower than twenty (20) feet from the Lot line. In addition, there shall be an easement fifty feet by fifty feet (50' x 50') for the well. The north boundary of the well easement shall be the north Lot line. No permanent structures or plantings other than grass shall be located within these easements. Regardless of setting forth of specific footage, the easement granted hereby shall be whatever width and length to accommodate ingress, egress, improvement, maintenance, and operation of the well system and facility. This paragraph cannot be deleted or amended except by a unanimous vote of all of the Lots and a substitute access and location for the well facility.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the date following its signature below.

Southside, Inc. an Idaho corporation

David W. Washburn
David W. Washburn, President

Dated: 8/16/05

State of IDAHO
County of CANYON

On this 16TH day of August, in the year 2005, before me, a Notary Public personally appeared David W. Washburn known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Pamela Redovan

Notary Public
Commission expires: 3/10/09
Residing at: Melba

2005 AUG 16 PM 4 18
G NOEL HALES
CANYON CNTY RECORDER
BY Chad Owens

RECORDED

200550063

PIONEER-CALDWELL

REQUEST:
TYPE: Misc FEE: 3.00



RECEIVED

JAN 15 2009

DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

JAN 14 2009

By _____ Clerk
Deputy Clerk

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

) Water Right: 63-32919
) (Victor / Meyers)
)
) ORDER OF PARTIAL DECREE
)
)
)
)

On December 19, 2006, the Idaho Department of Water Resources filed its *Director's Report for Basin 63, Part III, Reporting Area 13, for Irrigation and Other Water Rights*, which included recommendations for water right 63-32632.

On December 14, 2007, the Idaho Department of Water Resources filed a *Notice of Completed Administrative Proceeding and Amended Director's Report* notifying the Court that water right 63-32632 had been split into water rights **63-32919** and 63-32920. No objections were filed to the *Amended Director's Report* and the time period for filing objections has expired.

Therefore, IT IS ORDERED that the above-captioned water right be decreed as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED

January 14, 2009

JOHN M. MELANSON
Presiding Judge
Snake River Basin Adjudication

DEPARTMENT OF
WATER RESOURCES

JAN 15 2009

RECEIVED

ORDER OF PARTIAL DECREE

JAN 15 2009