

RECEIVED

NOV 01 2010

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESIdent. No. 65-23440

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

WATER RESOURCES

WESTERN REGION

1. Name of applicant(s) HANGING VALLEY HOMEOWNERS ASSOCIATION, INC. Phone (208) 331-2788Name connector (check one): ☐ and ☐ or ☐ and/orMailing address: 3978 East Aspen Hill Court City BoiseState ID Zip 83706

Email: _____

2. Source of water supply ground water which is a tributary of N/A

3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
10 N	10 E	32		NW	NW		Boise	ground water	tag # D0059028

4. Water will be used for the following purposes:

Amount 0.30 for municipal purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)5. Total quantity to be appropriated is (a) 0.30 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. Future submersible pump, motor and discharge piping - estimate 5 to 7.5 HP

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11.

For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ Noc. Proposed well diameter is 10" inches; proposed depth of well is 214 feet.d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ Noe. If well is already drilled, when? Sept. 2010; drilling firm Coonse Well Drilling & Pump Co.Well was drilled for (well owner) Hanging Valley Homeowners Assoc.; Drilling Permit No. _____

7. Description of proposed uses (if irrigation only, go to item 8):

a. Hydropower; show total feet of head and proposed capacity in kW. _____

b. Stockwatering; list number and kind of livestock. _____

c. Municipal; show name of municipality or the applicant's qualifications as a municipal provider. _____

Hanging Valley Homeowners Association, Inc. - see # 11 below

d. Domestic; show number of households _____

e. Other; describe fully. _____

8. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10 N	10 E	29											M	M					
10 N	10 E	32						M											

Total number of acres to be irrigated: _____

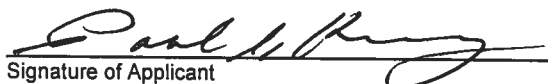
9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? Water Right No. 65-23231 (Domestic)

10. a. Who owns the property at the point of diversion? Hanging Valley Ranch, Inc.
- b. Who owns the land to be irrigated or place of use? lot owners of Hanging Valley Ranch Subdivision
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Well Easement Modification Agreement (2010) and Well Easement Agreement (2007)- attached

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. The current source of water to the lots in the subdivision is from the water right in Burn Creek. A ground water source is sought to improve water quality.
- The Hanging Valley HOA is the duly authorized association representing the lot owners of the Hanging Valley Ranch Subdivision. Attached is a list of the current Board of Directors, the Covenants and Restrictions (1967), the Association Bylaws (Amended), a copy of the recorded subdivision plat (front and back) and a map (#13 below) .

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant

Paul S. Kunz, President - Hanging Valley HOA
Print Name (and title, if applicable)

Signature of Applicant

Print Name (and title, if applicable)

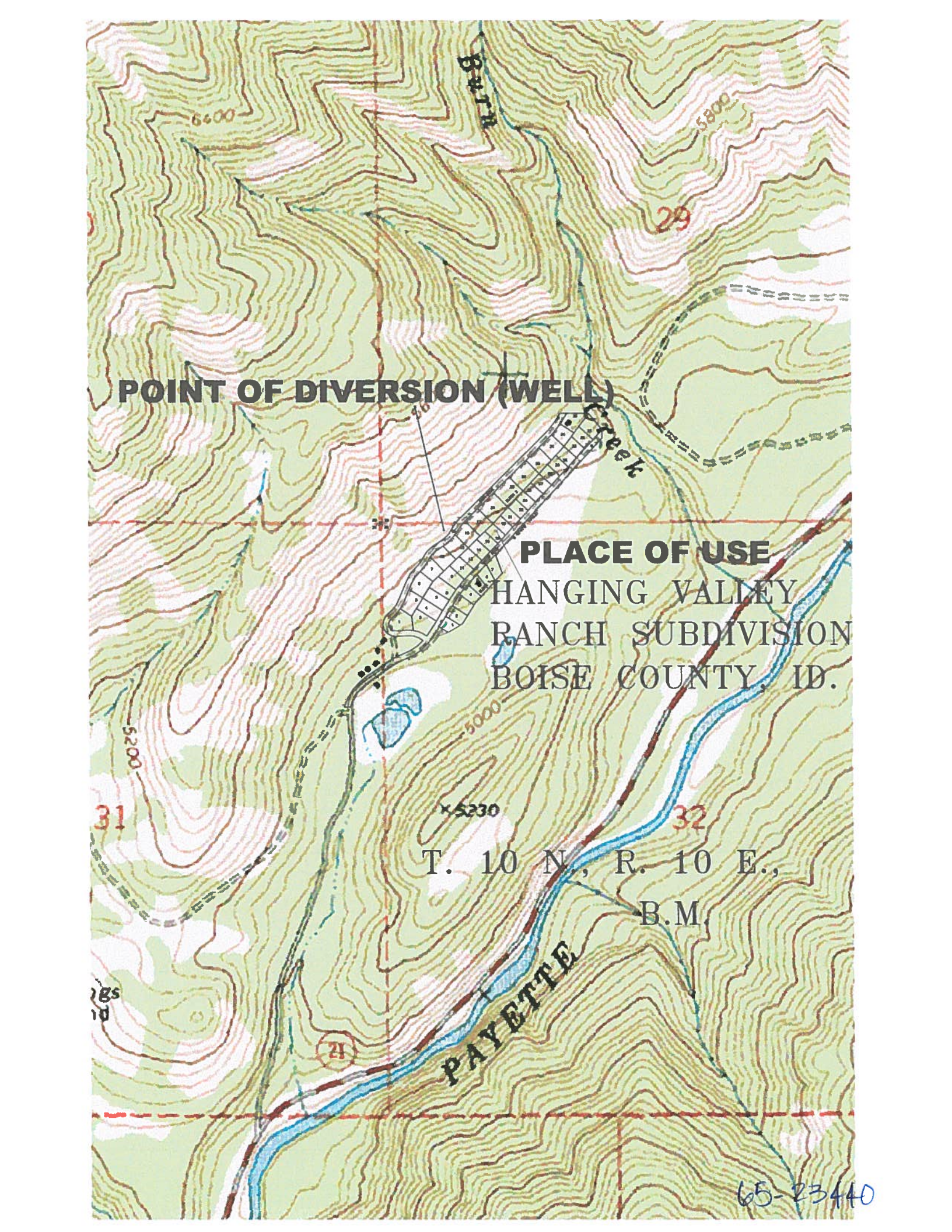
For Department Use:

Received by SB Date 11-1-2010 Time 11:00 AM Preliminary check by VLM
Fee \$ 250 Received by DB Receipt No. W038825 Date 11-1-2010

No. C 129201		Due no later than Jun 30, 2010 Annual Report Form		2. Registered Agent and Address (NO PO BOX)		
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed HANGING VALLEY HOMEOWNERS ASSOCIATION, INC. SUZ R RITTENHOUSE 3978 E ASPEN HILL CT BOISE ID 83706		SUZ R RITTENHOUSE 3978 E ASPEN HILL CT BOISE ID 83706		
				3. New Registered Agent Signature:*		
4. Corporations: Enter Names and Business Addresses of President, Secretary, Directors and(optional) Treasurer.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
DIRECTOR	RALPH MCADAMS	1718 N 17TH	BOISE	ID	USA	83702
DIRECTOR	ALLAN BOSCH	2044 MORTIMER DR	BOISE	ID	USA	83712
DIRECTOR	PETE EDMUNDS	6263 N FAIR OAKS PL	BOISE	ID	USA	83703
DIRECTOR	MIKE SAMBALL	1205 RANCH RD	BOISE	ID	USA	83702
DIRECTOR	PAT DOWELL	5526 N SAGUARO HILLS AVE	MERIDIAN	ID	USA	83646
PRESIDENT	PAUL KUNZ	4545 SAMARA ST	BOISE	ID	USA	83703
SECRETARY	SUZ RITTENHOUSE	3978 E ASPEN HILL COURT	BOISE	ID	USA	83706
5. Organized Under the Laws of: ID C 129201		6. Annual Report must be signed.* Signature: Suz Rittenhouse Name (type or print): Suz Rittenhouse Date: 04/09/2010 Title: Secretary/Treasurer				
Processed 04/09/2010		* Electronically provided signatures are accepted as original signatures.				

New DirectorPATRICK COURTWRIGHT5612 N Collister DrBoise83703

Revised at June 12, 2010 meeting



A topographic map showing the Hanging Valley Ranch Subdivision in Boise County, Idaho. The map features contour lines with elevations such as 5200, 5400, 5600, and 5800. A red dashed line runs vertically through the center. A blue line representing a creek flows from the top right towards the bottom left. A road, indicated by a dashed line, runs from the top left towards the bottom left. A rectangular area with a grid pattern, representing the ranch subdivision, is located in the center. A point labeled 'POINT OF DIVERSION (WELL)' is marked with a crosshair and a line pointing to it. The text 'PLACE OF USE' is written above 'HANGING VALLEY RANCH SUBDIVISION'. The text 'BOISE COUNTY, ID.' is written below 'HANGING VALLEY RANCH SUBDIVISION'. The text 'T. 10 N., R. 10 E.,' is written below 'BOISE COUNTY, ID.'. The text 'B.M.' is written below 'T. 10 N., R. 10 E.,'. The text 'PAYETTE' is written along a blue line at the bottom. The text '65-23440' is written in the bottom right corner.

POINT OF DIVERSION (WELL)

PLACE OF USE
HANGING VALLEY
RANCH SUBDIVISION
BOISE COUNTY, ID.

x 5230
T. 10 N., R. 10 E.,

B.M.

PAYETTE

65-23440

Instrument # 229077

IDAHO CITY, BOISE COUNTY, IDAHO

9-16-2010 11:57:03 No. of Pages: 9

Recorded for : CAPITOL LAW GROUP, PLLC

CONSTANCE SWEARINGEN

Fee: 34.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT

WELL EASEMENT MODIFICATION AGREEMENT

This Well Easement Modification Agreement ("Modification Agreement") is made effective this 20 day of July, 2010, by and between **Hanging Valley Ranch, Inc.**, an Idaho corporation ("Grantor"), whose address is 1625 Annett Street, Boise, Idaho 83705, and **Hanging Valley Homeowners Association, Inc.**, an Idaho non-profit corporation ("Grantee"), whose address is 3978 East Aspen Hill Court, Boise, Idaho 83706. The Grantor and Grantee may be collectively referred to as the parties.

I. BACKGROUND.

1. Well Easement Agreement. Grantor and Grantee are parties to a Well Easement Agreement dated June 7, 2007 and recorded on June 15, 2007 as Instrument No. 214324 in the official records of the Boise County Recorder's Office attached as Exhibit A.

2. Agreement to Modify. The parties agree to enter into this Modification Agreement to modify Exhibit A of the Well Easement Agreement to reflect a change in the location of the proposed well site and easement area.

II. AGREEMENT.

NOW, THEREFORE, in consideration of the background above, the mutual covenants below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Modification of Well Easement Agreement. The Well Easement Agreement is modified by replacing the description of the proposed well site and easement area described and depicted in Exhibit "A" of the Well Easement Agreement with the description of the proposed well site and easement area described and depicted in the attached Exhibit B.

2. Binding on Successors. This Well Easement Modification Agreement shall be recorded in the official records of Boise County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

3. Counterparts. This Well Easement Modification Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.

GRANTOR

HANGING VALLEY RANCH, INC.

Dated: July 20, 2010

By: Leon K. Carson

Leon K. Carson, Its President

GRANTEE

**HANGING VALLEY HOMEOWNERS
ASSOCIATION, INC.**

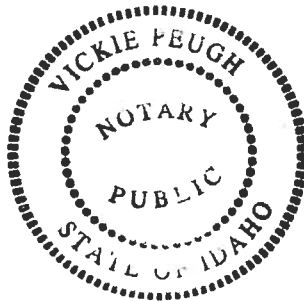
Dated: July 20, 2010

By: Paul S. Kunz

Paul S. Kunz, Its President

STATE OF IDAHO)
) ss
County of Boise)

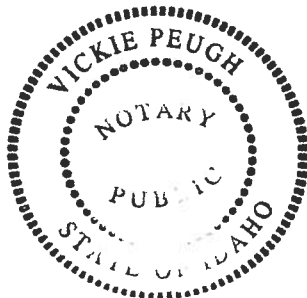
On this 20 day of July, 2010, before me, a notary public in and for the State of Idaho, personally appeared Leon K. Carson, known or identified to me to be the President of Hanging Valley Ranch, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Vickie Peugh
Notary Public
My Commission Expires on 04/24/2014

STATE OF IDAHO)
) ss
County of Boise)

On this 20 day of July, 2010, before me, a notary public in and for the State of Idaho, personally appeared Paul S. Kunz, known or identified to me to be the President of Hanging Valley Homeowners Association, Inc., 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.



Vickie Peugh
Notary Public
My Commission Expires on 04/24/2014

Recording Requested By and
When Recorded Return to:
John M. Marshall
Givens Pursley LLP
601 W. Bannock
P.O. Box 2720
Boise, ID 83701-2720

Instrument # 214324

IDAHO CITY, BOISE COUNTY, IDAHO
2007-06-15 01:20:42 No. of Pages: 5
Recorded for : HANGING VALLEY HOMEOWNERS ASSOC
CONSTANCE SWEARINGEN Fee: 15.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: MISCELLANEOUS

WELL EASEMENT AGREEMENT

This Well Easement Agreement ("Agreement") is dated effective this 7 day of June, 2007, by and between HANGING VALLEY RANCH, INC., an Idaho corporation, whose address is 1625 Annett Street, Boise, Idaho 83705 ("Grantor"), and HANGING VALLEY HOMEOWNERS ASSOCIATION, INC., an Idaho non-profit corporation, whose address is 3978 E. Aspen Hill Ct., Boise, Idaho 83706 ("Grantee"). Grantor and Grantee may be referred to hereinafter individually as "Party" or collectively as "Parties."

RECITALS

A. Grantee is an association representing the owners of lots in Hanging Valley Ranch Subdivision, a residential subdivision situated in portions of Sections 29, 31, and 32, Township 10 North, Range 10 East, Boise Meridian, in Boise County, Idaho (the "Subdivision").

B. Grantor owns property in portions of Sections 29, 31, and 32, Township 10 North, Range 10 East, Boise Meridian, in Boise County, Idaho, adjacent to the Subdivision (the "Ranch Property").

C. Grantee desires to construct, operate and maintain a groundwater well and associated facilities (the "Well") on the Ranch Property for the purpose of supplying water for Grantee's existing domestic water supply system.

D. Grantor agrees to grant to Grantee an easement for the Well on and across a portion of the Ranch Property on the terms set forth herein.

NOW, THEREFORE, in consideration of the recitals above, the mutual covenants below and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee a nonexclusive perpetual easement on, over, across, and through the Ranch Property, to run with the land, for the location, construction, operation, maintenance, repair, replacement, and use of the Well (the "Easement"). Grantee shall have the right to perform all actions necessary to locate, construct, operate, maintain, repair, replace, and use the Well at Grantee's sole cost and expense, including but not limited to, construction and installation of a well house, conveyance pipes, a fuel storage tank and a generator, and compliance with all rules, regulations and restrictions imposed by the Idaho Department of Environmental Quality or other government agency.

2. **EASEMENT AREA.** The area covered by the Easement (the "Easement Area") shall be 1) the Well itself, which Grantee shall locate generally within the area designated and depicted as the "Well site" on the attached Exhibit A, and that portion of the Ranch Property within a 50-foot radius of the Well; and, if the radius described above does not touch High Drive, 2) a strip of land 20-feet wide from High Drive to the edge of the radius area described above and also an area to be used as a turn-around for vehicles, the general configuration and location of which is depicted on the attached Exhibit A.

3. **GRANTOR'S RIGHTS.** Grantor shall have the right to make use of the Easement Area provided that such use shall not interfere with Grantee's Easement. Grantor may not use the Well without first receiving written permission from Grantee.

4. **GRANTEE'S OBLIGATIONS.** Grantee shall maintain the Well and the associated equipment and structures in a good and working condition. Grantee shall provide to Grantor all well driller reports generated as a result of construction or maintenance of the Well. Prior to constructing any structure in the Easement Area, Grantee shall provide copies of the plan and specifications for the structure to Grantor. Grantor shall have two weeks following receipt to review and approve the plans, provided that said approval shall not be unreasonably withheld, delayed, or conditioned. If the Grantor fails to respond to the Grantee within the two-week period following receipt of such plans, the Grantor shall be deemed to have approved the plans. In the design, construction and operation of the Well and associated power generation equipment, Grantee shall use all reasonable efforts to minimize the noise associated with operation of the Well.

5. **TERMINATION.** In the event that Grantee has not constructed a productive and operational Well within ten (10) years from the effective date of this Agreement, the Agreement and the Easement granted herein shall terminate automatically, and the parties shall be relieved of all obligations hereunder. Additionally, the Grantee shall have the right to terminate the Easement by giving the Grantor notice of termination, following which the parties shall be relieved of all obligations under this Agreement, except as provided in Section 6

6. **RESTORATION.** Following termination of this Easement, the Grantee shall remove, in a good and workmanlike manner, all Grantee's equipment and structures in the Easement Area. The Grantee shall, on a best efforts basis, return the Easement Area to its condition prior to the construction of the Well; provided however, the Grantee shall be permitted to cap the Well and shall not be required to remove pipes and casings placed in the Well. If Grantee fails to remove any such property, Grantor shall accept the title to such property without credit or compensation to Grantee.

7. **INDEMNITY.** Grantee agrees to and shall protect, defend, indemnify, and hold Grantor harmless from and against any and all liability, liens, encumbrances, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or in connection with the construction, use and/or maintenance of improvements in the Easement.

8. **ANNUAL PAYMENT.** Within ten (10) days after the effective date of this Agreement, Grantee shall pay Grantor the sum of \$100.00 as consideration for the Easement, and shall pay this same amount to Grantor on each successive anniversary of the effective date. On the first anniversary of the effective date following the date the Grantee constructs an operational well used to supply potable domestic water to the Subdivision, the annual payment shall increase to \$500.00. This amount shall be increased every five years at a rate equal to the increase in the Consumer Price Index - All Urban Customers, U.S. City Average, All Items, compiled by the Bureau of Labor Statistics, United States

Department of Labor (1982-84=100), over the previous five years, In the event the C.P.I. index identified above is replaced or revised, a comparable or replacement index shall be used.

9. **HEADINGS.** The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

10. **EXHIBITS AND RECITALS.** All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and/or recitals and the text of this Agreement, this Agreement shall control.

11. **REMEDIES.** In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorney fees and disbursements, and also including reasonable attorney fees and costs associated with any appeal of a judgment. The term "prevailing party" means the net winner of the dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party.

12. **MODIFICATION.** This Agreement shall not be modified unless expressly agreed to in writing by each of the Parties.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Agreement on the day and year written above.

GRANTOR:

HANGING VALLEY RANCH, INC., an Idaho corporation



By: Leon K. Carson, Its: President

GRANTEE:

HANGING VALLEY HOMEOWNERS
ASSOCIATION, INC., an Idaho non-profit corporation

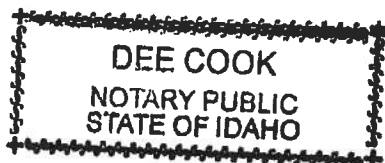


By: Paul S. Kunz, Its: President

STATE OF IDAHO)
County of ADA) ss.

On this 7th day of June in the year 2007, before me, a Notary Public in and for the State of Idaho, personally appeared Deon K Carson, known or identified to me to be the authorized representative of HANGING VALLEY RANCH, INC., an Idaho 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.

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

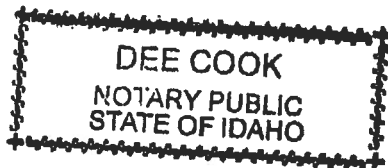


Dee Cook
Notary Public for Idaho
My commission expires: 3/19/2011

STATE OF IDAHO)
County of ADA) ss.

On this 7th day of June, in the year 2007, before me, a Notary Public in and for the State of Idaho, personally appeared Paul S Kunz, known or identified to me to be the authorized representative of HANGING VALLEY HOMEOWNERS ASSOCIATION, INC., an Idaho non-profit 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.

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



Dee Cook
Notary Public for Idaho
My Commission Expires: 3/19/2011

EXHIBIT A

WELL SITE FOR HANGING VALLEY HOMEOWNERS ASSOCIATION, INC.
From
HANGING VALLEY RANCH, INC.

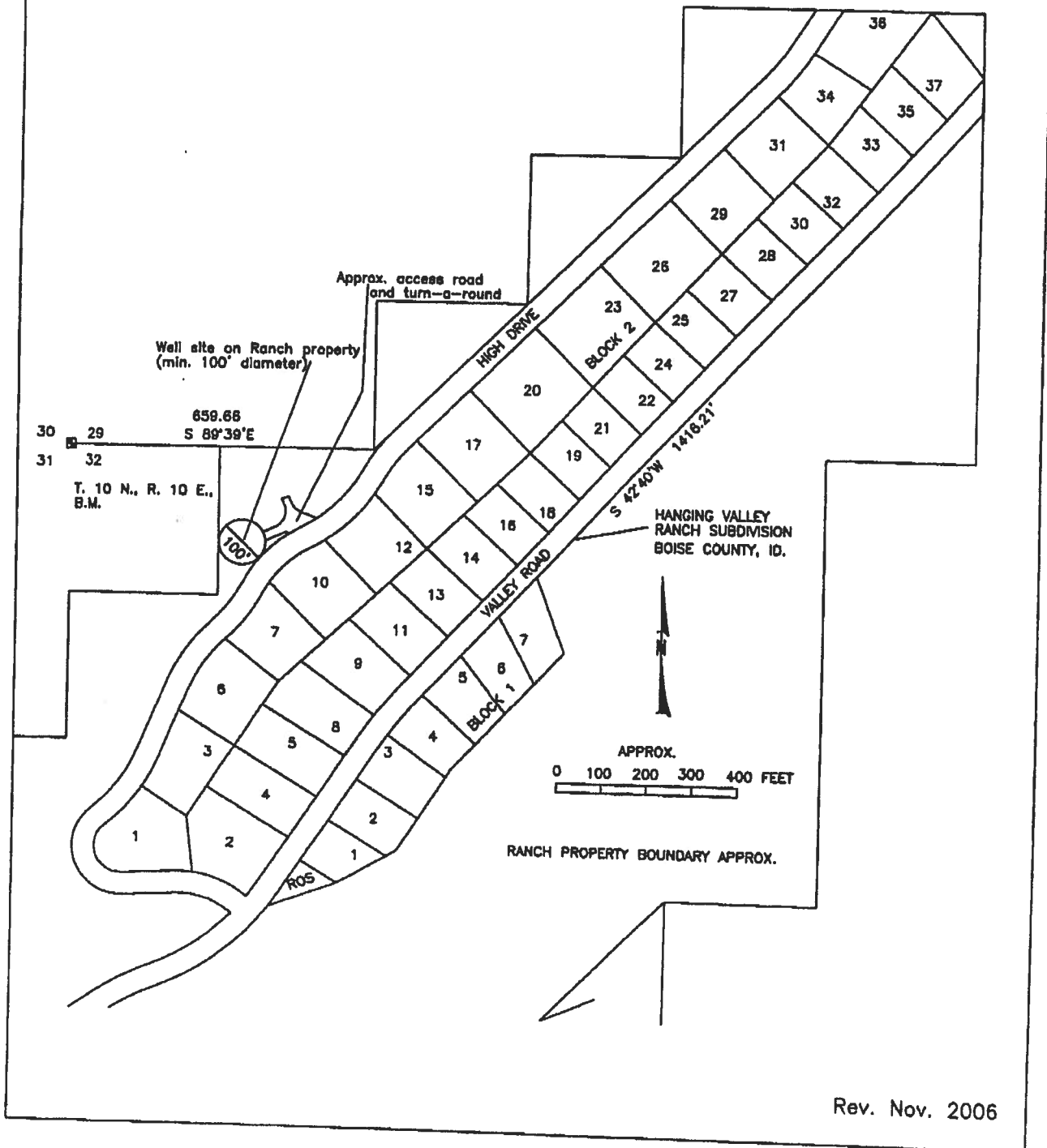
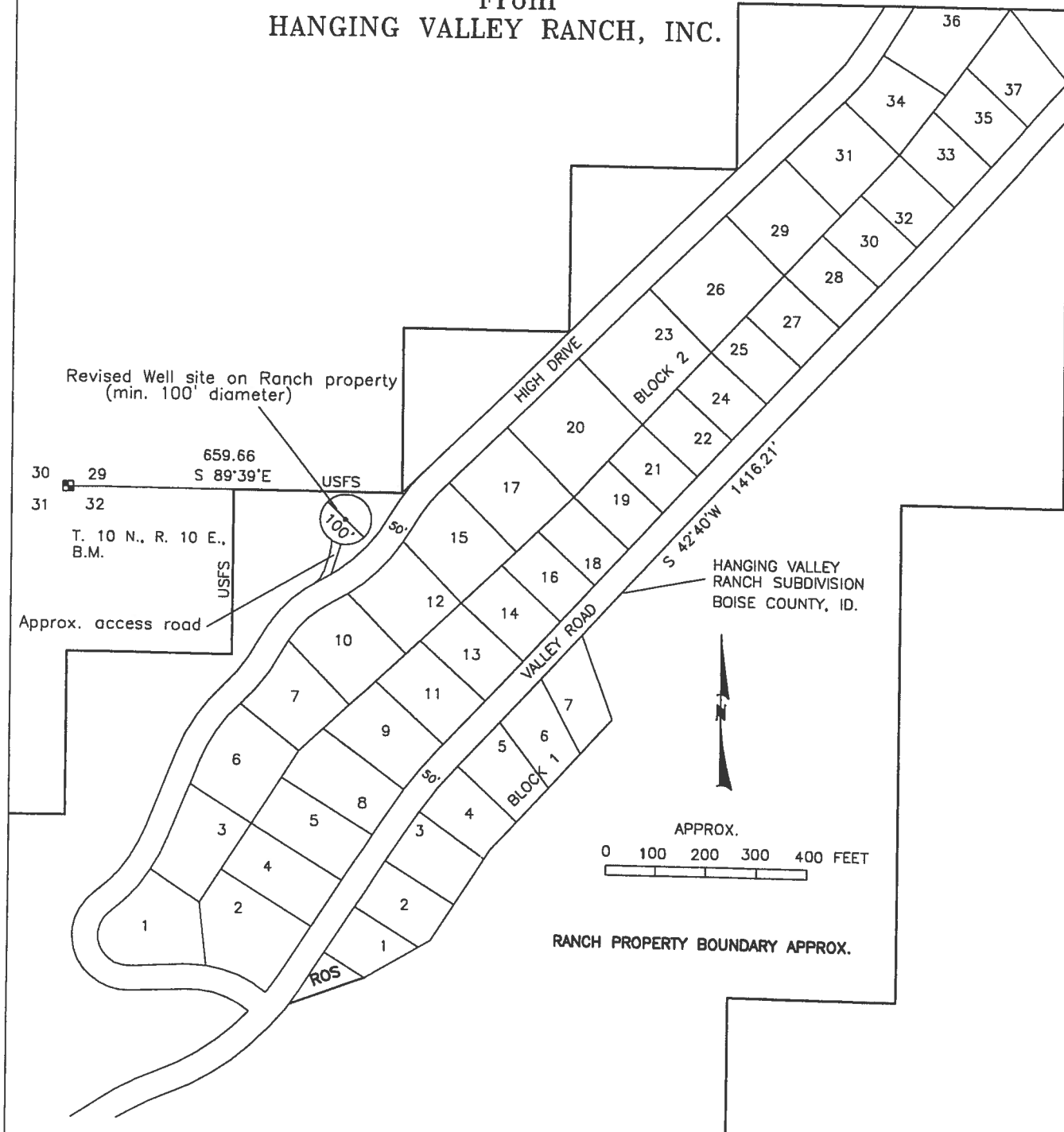


EXHIBIT B
REVISED EXHIBIT A

WELL SITE FOR HANGING VALLEY HOMEOWNERS ASSOCIATION, INC.
From
HANGING VALLEY RANCH, INC.



July 2010

EXHIBIT B

EXHIBIT B

COVENANTS AND RESTRICTIONS
HANGING VALLEY RANCH SUBDIVISION

BOISE COUNTY, IDAHO

Dated: October 4, 1967

Recorded: October 10, 1967

Instrument No. 72476

Safeco Title Insurance Company
300 North 6th Street
Boise, Idaho 83701n

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, VERNON GOSSI and KATHRYN J. GOSSI, husband and wife, are the fee owners of the Hanging Valley Ranch Subdivision, a part of Sections 29, 31, 32, Township 10 North, Range 10 East Boise Meridian, and situate in Boise County, State of Idaho, the same being a subdivision of Boise County, State of Idaho, as said plat is now recorded in Book 1 of Plats, page _____ in the office of the County Recorder in and for the County of Boise, State of Idaho, do hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all the land as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified, and that by acceptance of any conveyance of any property therein the grantee or grantees, their heirs, executors, administrators and assigns covenant and agree to and with the undersigned and their heirs, executors, administrators or assigns as to such property described in any such conveyance.

1. Said land and the whole thereof shall be used exclusively for residential purposes and that not more than one (1) single family dwelling shall be erected on any single lot.

2. No structure shall be erected or situate on any site embraced in this plat until building and plot plans have been submitted to the grantors, or to the architectural committee, hereinafter called "Committee", which shall exercise the rights herein. Until such time there are ten (10) grantees of lots situate in said subdivision the grantors shall act as the Committee but thereafter a Committee of not more than four (4) persons selected by the grantees of the property in said subdivision shall constitute the said Committee. Complete plans and specifications of all proposed buildings and structures, together with plans showing proposed location on a particular lot, shall be submitted to the Committee before construction or alterations shall be started and such construction or alteration shall not be commenced until written approval thereof is given by the Committee. The actions of the Committee shall be wholly discretionary with said Committee, which discretion shall be binding upon any grantee, whether exercised or not, and said Committee shall not be deemed to have any duty to act

(continued)

65-23440
4 pgs.

in any particular instance.

If said Committee does not approve or discharge said plans and specifications within thirty (30) days after the same have been submitted to it, such approval will be deemed to have been fully complied with. As to all improvements, construction and alterations upon building sites, the Committee shall have the right to refuse to approve any design, plan, floor area or color for such improvements, construction or alterations which is not suitable or desirable, in its opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Committee shall have the privilege in its discretion to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all other factors which, in the Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specifications as so approved.

3. No basement, tent, shack, garage, or other outbuilding erected in said subdivision or on any building site thereof shall be used at any time as a residence, temporary or permanent, nor shall any trailer house or similar habitation be used for a period of more than one (1) year and then only during the erection of a permanent dwelling.

4. No dwelling shall be located on any building site nearer than ten (10) feet from any side, front or rear lot line.

5. No individual sewage disposal system shall be located on any building site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Idaho Department of Public Health and evidence of such approval shall be obtained.

6. No nuisance or any offensive or illegal activity shall be carried on upon any building site, nor shall any commercial enterprise be conducted on or within the said subdivision.

7. No animals or poultry of any kind shall be raised, bred or kept upon any lot except that household pets such as dogs or cats may be kept provided they are not kept, bred or maintained for any com-

(continued)

mercial purpose. Horses owned by grantees may be kept and maintained in a designated corral area. Such area shall be designated by grantors on property now owned by them and adjacent to said subdivision.

8. No building site shall be used or maintained as a dumping ground for trash or rubbish and all trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of trash, garbage or other rubbish shall be kept in a clean and sanitary condition.

9. No excavation for stone, sand, gravel, earth or minerals shall be conducted upon any building site, except such excavation as is necessary in connection with the erection of an improvement thereon.

10. No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any business or professional activities; and no noxious or undesirable act, or undesirable use of any portion of the real property, shall be permitted or maintained. The determination by the grantor that any activity or use is undesirable or noxious shall be conclusive upon all parties.

11. Easements for installation and maintenance of utilities, water lines, sewer lines, drainage, transmission lines and air transportation are reserved to grantors, survivors and assigns. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may interfere with the beneficial use of any of said easements with the final approval and decision at the discretion of the Architectural Committee.

12. Grantors are the owners of a water right in Burn Creek and will install water lines to the property line of each lot in the said subdivision. No flood irrigation shall be allowed upon any property within the said subdivision. It shall be the responsibility of the grantees, and each of them, to maintain the water lines and the water systems aforesaid.

13. The two roads presently in said subdivision shall be maintained by the grantees, costs to be prorated among the grantees in proportion to the width of the lots fronting on said roads, until such time as the County of Boise accepts these roads as public ways.

(continued)

Page 4

Instrument No. 72476

14. These covenants and restrictions shall run with the land and shall be binding upon the grantors and their grantees for a period of twenty (20) years from the date these covenants are recorded; after said twenty year period these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of all the building sites within said subdivision has been recorded, agreeing to the change of cancellation of these covenants, in whole or in part.

15. Enforcement of these covenants and restrictions may be prosecuted by any owner of any lot within said subdivision by proceeding at law or in equity against any person, firm or corporation violating, or attempting to violate, the same, either to restrain any such violations or to recover damages.

IN WITNESS WHEREOF, We have hereunto set our hands this 4th day of October, 1967.

**AMENDED BYLAWS
OF
HANGING VALLEY
HOMEOWNERS ASSOCIATION, INC.**

65-23440
19 pgs.

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**AMENDED BYLAWS
OF
HANGING VALLEY HOMEOWNERS ASSOCIATION, INC.**

1. NAME

The name of this corporation is Hanging Valley Homeowners Association, Inc. ("Association").

2. OFFICES

2.1. Principal Office. The principal office of the Association in the State of Idaho shall be located in the City of Boise, County of Ada. The Association may have such other offices, either within or without the State of Idaho, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

2.2. Registered Office. The Association shall have and continuously maintain in the State of Idaho a registered office, and a registered agent whose office is identical with such registered office, as required by the Idaho Nonprofit Association Act. The registered office may be, but need not be, identical with the principal office in the State of Idaho, and the address of the registered office may be changed from time to time by the Board of Directors.

3. DEFINITIONS

3.1. Properties. "Properties" shall mean and refer to the roads and water system described in the Declaration of Covenants, Conditions and Restrictions with respect to the Hanging Valley Ranch Subdivision, and such additions thereto as may subsequently be brought within the jurisdiction of the Association.

3.2. Common Area. "Common Area" shall mean all real property (and easements or other interests in real property) owned by the Association for the common use and enjoyment of the Owners, including the roadways identified on the plat for Hanging Valley Subdivision.

3.3. Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Hanging Valley Ranch Subdivision with the exception of the Common Area.

3.4. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of Hanging Valley

Ranch Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3.5. Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Boise County, Idaho Recorder's Office.

3.6. Member. "Member" shall mean every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

4. MEETINGS OF MEMBERS

4.1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a Saturday or Sunday in June or July of each year thereafter, the particular Saturday and the time of day to be determined by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

4.2. Special Meetings. Special meetings of the Members may be held at any time for the purposes stated in the notice of the special meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to ten votes of the Membership.

4.3. Place of Meetings. The Board of Directors may designate any place within the State of Idaho, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made by the Board of Directors or the meeting is called by other than the Board of Directors, the place of meeting shall be the registered office of the Association.

4.4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 15 nor more than 50 days before the date of such meeting, by or at the direction of the persons calling the meeting. In case of a special meeting or when required by statute or by these Amended Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited postage prepaid in the United States mail addressed to the Member at the Member's address as it appears in the records of the Association.

4.5. Waiver of Notice. Notice of a meeting may be waived by a written Waiver of Notice signed by all the Members and filed in the minute book of the Association.

4.6. Chairperson. At the meeting of Members, the President of the Association shall preside, or, if absent, a chairperson chosen by the Members.

4.7. Rules of Order. The rules contained in the then most current edition of Robert's Rules of Order shall govern the meetings of Members where not inconsistent with the provisions of these Amended Bylaws.

4.8. Quorum and Adjournments. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-half (½) of the votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Amended Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4.9. Voting.

4.9.1. Number of Votes. At each meeting of Members, each Member of record shall be entitled to vote as provided in the Articles of Incorporation, except as required by the Idaho Nonprofit Association Act.

4.9.2. Voting by Proxy. At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by the Member's duly authorized attorney in fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy or by law. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Lot.

4.9.3. Act of Members. An affirmative vote of a majority of the votes entitled to be cast by Members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the Members, unless the vote of a greater number is required by law, the Articles of Incorporation, or these Amended Bylaws.

4.10. Action by Consent. Any resolution in writing and signed by all of the Members entitled to vote on the resolution shall constitute action by the Members with the same effect as if the resolution was duly passed by unanimous vote at a duly held meeting of the Members. Such resolution shall be signed, dated, and inserted in the Minute Book of the Association.

5. BOARD OF DIRECTORS

5.1. Number of Directors. The Board of Directors of the Corporation shall consist of seven (7) members who shall each serve for a term of three (3) years.

5.2. Election.

5.2.1. Candidates. The Board of Directors shall be elected by the Members at the annual meeting of Members from (i) the list of candidates compiled in accordance with Section 9.2.1.B of these Amended Bylaws, and (ii) the list of any additional candidates for Membership on the Board of Directors as may be nominated at the annual meeting of Members by any Member.

5.2.2. Voting. Election to the Board of Directors shall be by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes that equals the number of Lots owned by such Members. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5.3. Staggered Terms. The positions for which Directors are to be elected shall be divided into three (3) classes, each class to be as nearly equal in number as possible, and Directors shall be elected accordingly by the Members. The Directors elected to the first class shall hold office until the first annual meeting of the Members following June 9, 2007 and until their successors have been elected and qualified. The Directors elected to the second class shall hold office until the second annual meeting of the Members following June 9, 2007 and until their successors have been elected and qualified. The Directors elected to the third class shall hold office until the third annual meeting of the Members following June 9, 2007 and until their successors have been elected and qualified. At each annual meeting of Members thereafter, the number of Directors equal to the number in the class whose term expires at the time of such meeting shall be elected to hold office until the next succeeding annual meeting of Members. Each Director shall hold office until such Director's successor shall have been elected and qualified. Directors shall be Members of the Corporation but need not be residents of the State of Idaho.

5.4. Vacancies. Any vacancy occurring in the Board of Directors and any Directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of the Director's predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors for a term of office continuing only until the next election of the Board of Directors.

5.5. Resignation. Any Director may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Association. Unless otherwise specified in the notice of resignation, the resignation shall take effect upon receipt. Acceptance of the resignation shall not be necessary to make the resignation effective.

5.6. Removal. At a meeting of Members called expressly for that purpose, any Director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the votes then entitled to vote at an election of Directors.

5.7. Compensation. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for the Director's actual expenses incurred in the performance of the Director's duties.

Notwithstanding the preceding, a Director who performs services in a professional capacity for the Association shall be entitled to reasonable compensation for such professional services.

6. MEETINGS OF THE BOARD OF DIRECTORS

6.1. Annual Meetings. An annual meeting of the Board of Directors shall be held without notice other than the notice provided by this Section, immediately after the annual meeting of Members. The purposes of the annual meeting of the Board of Directors are to elect officers of the Association and to conduct other business.

6.2. Regular Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Idaho, for the holding of regular meetings of the Board without notice or call other than the delivery of the resolution. The purpose of the regular meetings is to conduct the business of the Association.

6.3. Special Meetings. Special meetings of the Board of Directors may be called at any time by or at the request of the President or any two Directors. The purposes of the special meeting shall be stated in the notice of the special meeting.

6.4. Place of Meetings. The annual meeting shall be held at the place where the annual meeting of Members for such year was located. Regular meetings shall be held at the place designated in the resolution establishing the regular meetings. The person or persons authorized to call special meetings of the Board may fix any place, either within the State of Idaho, as the place for holding any special meeting of the Board called by such person or persons.

6.5. Notice of Meetings. Notice of (1) the annual meeting of the Board of Directors shall be given not less than thirty (30) days before the date of the annual meeting and (2) notice of any special meeting of the Board of Directors shall be given not less than fourteen (14) days before the date of such special meeting. Notice shall be by written notice delivered personally or sent by mail or telegram to each Director of the Association entitled to vote at such meeting. The notice shall be delivered by or at the direction of the Secretary of the Association in the case of the annual meeting and in the case of a special meeting by the person calling the special meeting. Notice of the regular meetings shall be given by the Secretary delivering to each Director, personally or by mail or telegram, the resolution adopted by the Board of Directors setting forth the time and place of the regular meetings not less than fourteen (14) days before the first regular meeting scheduled in the resolution. If mailed, notices shall be deemed to be delivered when deposited postage prepaid in the United States mail addressed to the Director at the Director's last known address of which the Association may have notice. If a notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

6.6. Waiver of Notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.7. Chairperson. At all meetings of Directors, the President of the Association shall preside, or, if absent, a chairperson chosen by the Directors.

6.8. Rules of Order. The rules contained in the then most current edition of Robert's Rules of Order shall govern the meetings of Directors where not inconsistent with the provisions of these Amended Bylaws.

6.9. Quorum and Adjournments. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless a greater number is required by law, the Articles of Incorporation or other provisions of these Amended Bylaws. If less than the required number of Directors to constitute a quorum are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice, until a quorum shall be present.

6.10. Action by Consent. Any resolution in writing and signed by all of the Directors entitled to vote on the resolution shall constitute action by the Board of Directors with the same effect as if the resolution was duly passed by unanimous vote at a duly held meeting of the Board of Directors. Such resolution shall be signed, dated, and inserted in the Minute Book of the Association.

7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Amended Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) maintain the roads and water system of the Properties;
- (g) acquire and manage additional properties (or easements or other interests) and facilities as may be appropriate in the exercise of its other powers and duties hereunder or authorized by the Association; and,
- (h) make assessments and provide for collection of any delinquent assessments.

7.2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose a lien (if such a lien is legally available) against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

8. OFFICERS

8.1. Officers. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as the Board of Directors may, from time to time, deem advisable. An officer must be a Member of the Association and all officers except the Secretary (and Treasurer if the Secretary and Treasurer are the same person) must be members of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

8.2. Election and Tenure.

8.2.1. Election. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors.

8.2.2. Tenure. Each officer shall hold office until the next annual meeting of the Board of Directors, and until the officer's successor shall have been elected and qualified, or until the officer's death, resignation, or removal.

8.3. Vacancies. Any vacancy occurring in any office shall be filled by the Board of Directors. A person elected to fill a vacancy shall be elected for the unexpired term of the person's predecessor in office.

8.4. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Association. Unless otherwise specified in the notice of resignation, the resignation shall take effect upon receipt. Acceptance of the resignation shall not be necessary to make the resignation effective.

8.5. Removal. Any officer may be removed by the Board of Directors with or without cause by a majority vote of the Directors present at a meeting of the Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the person to be removed.

8.6. Duties. Officers of the Association, unless otherwise provided by the Board of Directors, shall have the powers and duties as generally pertain to their respective offices and the following powers and duties, as may be modified from time to time by the Board of Directors.

8.6.1. President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

8.6.2. Vice-President. The vice-president shall act in the place and stead of

the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

8.6.3. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

8.6.4. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

9. COMMITTEES OF DIRECTORS AND MEMBERS

9.1. Committees of Directors.

9.1.1. Membership. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more Director committees, each of which shall consist of two or more Directors.

9.1.2. Authority. Director committees, to the extent provided in the resolution establishing the committee, shall have and exercise the authority of the Board of Directors in the management of the Association; provided, however, that no Director committee shall have the authority of the Board of Directors in reference to (i) amending, altering or repealing the Amended Bylaws; (ii) electing, appointing or removing any Member of any such committee or any Director or officer of the Association; (iii) amending the Articles or Incorporation; (iv) adopting a plan of merger or adopting a plan of consolidation with another corporation; (v) authorizing the sale, lease, exchange or mortgage or all or substantially all of the property and assets of the Association; (vi) authorizing the voluntary dissolution of the Association; (vii) adopting a plan for the distribution of the assets of the Association; or (viii) amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such Director committee and the delegation of authority to a Director committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon the Board of Directors, or any individual Director.

9.2. Standing Director Committees.

9.2.1. Nominating Committee.

A. Selection. At least 30 days prior to each annual meeting of the Members of the Association, the President shall submit for ratification and vote by the Board the names of at least 3 Directors of the Association to serve as the Nominating

Committee. The President shall not serve as a Member of the Nominating Committee.

B. Candidate List. At the annual meeting of the Members of the Association, the Nominating Committee shall present to the Members the names of the candidates nominated by the Nominating Committee for the Board of Directors.

9.3. Architectural Control Committee. The Association shall appoint an Architectural Control Committee, as provided in the Declaration.

9.4. Committees of Members.

9.4.1. Membership. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees to be composed of Members of the Association. The President of the Association shall appoint the Members of such committees.

9.4.2. Authority. A committee established under this Section shall have the authority provided in the resolution establishing the committee; provided, however, such committees shall not have or exercise any authority of the Board of Directors in the management of the Association.

9.5. Tenure. Each Member of a committee shall continue as such until the next annual meeting of the Members of the Association and until a successor is appointed unless (i) the committee is sooner terminated, (ii) such Member is removed from the committee, or (iii) such Member ceases to qualify as a Member of the committee.

9.6. Chairperson. One Member of each committee shall be appointed chairperson by the Board of Directors.

9.7. Vacancies. Vacancies in the Membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

9.8. Resignation. Any committee Member may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Association. Unless otherwise specified in the notice of resignation, the resignation shall take effect upon receipt. Acceptance of the resignation shall not be necessary to make the resignation effective.

9.9. Removal. Any committee Member may be removed by the person or persons authorized to appoint such Member with or without cause.

9.10. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

9.11. Rules of Order. The rules contained in the then most current edition of Robert's Rules of Order shall govern the meetings of committees where not inconsistent

with these Amended Bylaws or with rules adopted by the Board of Directors.

10. INDEMNIFICATION

10.1. Indemnification of Officers, Directors, Employees and Agents. The Association may indemnify officers, Directors, employees and agents of the Association to the extent permitted by, and in accordance with, the Idaho Nonprofit Association Act and the Idaho Business Association Act.

10.2. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability.

11. CONTRACTS, CHECKS, DEPOSITS AND GIFTS

11.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Amended Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

11.2. Checks, Drafts, and Other Instruments. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice-President of the Association.

11.3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

11.4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

12. BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or the Member's agent or attorney for any proper purpose at any reasonable time.

13. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

14. ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the owner's Lot. To the extent permitted by law, such assessments may be secured by a continuing lien upon the property against which the assessment is made.

15. AMENDMENTS TO BYLAWS

15.1. By Members. These Amended Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

15.2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Amended Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Amended Bylaws, the Declaration shall control.

16. CERTIFICATION OF ADOPTION

We, the undersigned, being the members of the Board of Directors and the duly elected Secretary of the Corporation do hereby certify that the foregoing Amended Bylaws were duly adopted as the official Amended Bylaws of the Corporation by unanimous consent of the Directors of the Corporation on the ____ day of _____, 2007.

BOARD OF DIRECTORS

Leon Carson

Allan R. Bosch

Pat Dowdell

Paul Kunz

Michael Samball

Suz Rittenhouse

Pete Edmunds

SECRETARY

Suz Rittenhouse

HANGING VALLEY RANCH SUBDIVISION

A PART OF SECTIONS 29, 31 & 32, T.10 N., R.10 E., B.M.

BOISE COUNTY, IDAHO

TUDOR ENGINEERING COMPANY

25
25

CURVE DATA

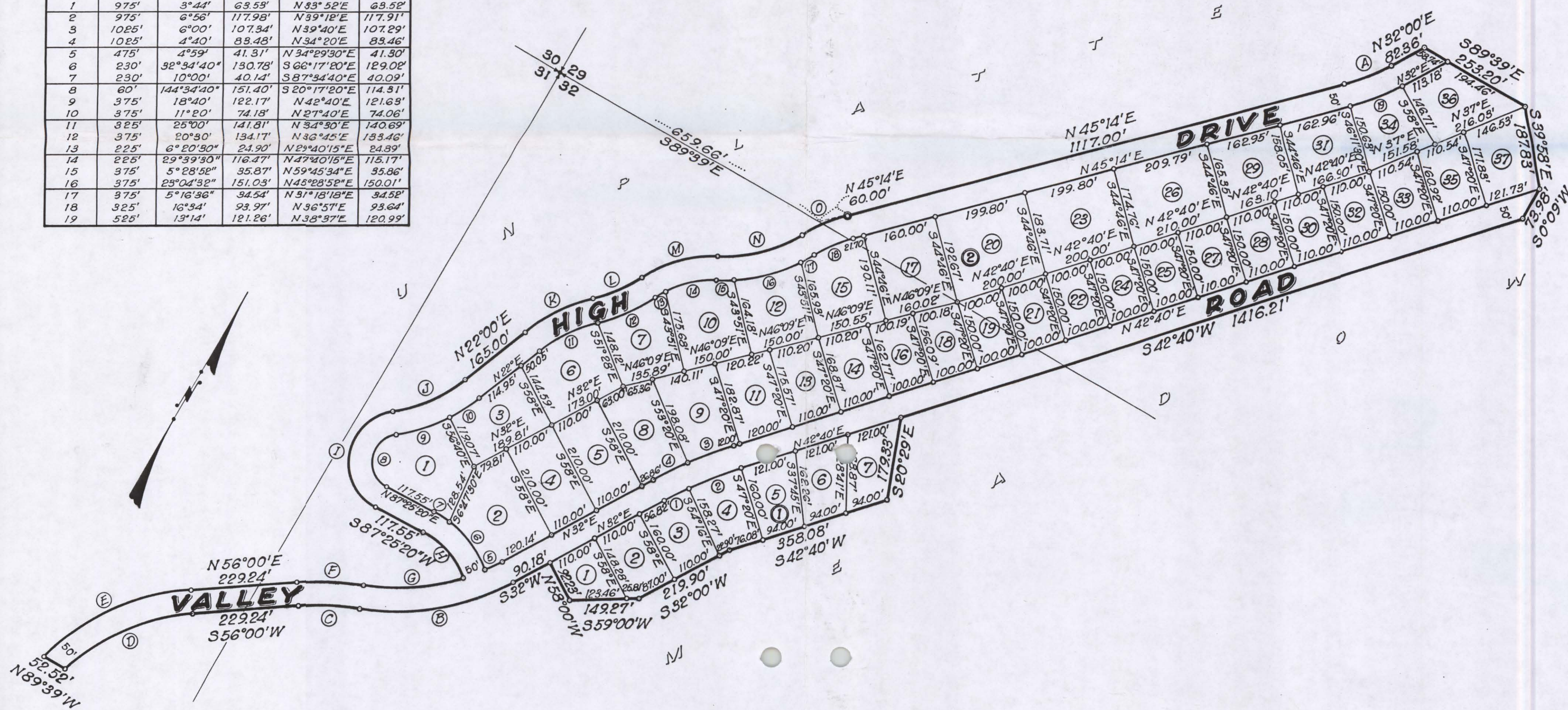
CURVE NO.	RADIUS	Δ	LENGTH	LONG CHORD
A	475'	13°14'	109.71'	N38°37'E 109.46'
B	525'	37°22'	342.39'	S50°41'W 336.35'
C	575'	13°22'	134.14'	S62°41'W 133.84'
D	475'	36°55'32"	306.12'	S37°32'14"W 300.85'
E	525'	38°45'56"	355.21'	N36°37'02"E 348.47'
F	625'	13°22'	145.81'	N62°41'E 145.48'
G	475'	26°21'	218.45'	N56°11'30"E 216.53'
H	180'	42°34'40"	133.76'	N71°17'20"W 130.71'
I	110'	144°34'40"	277.57'	N20°17'20"W 209.57'
J	325'	30°00'	170.17'	N37°00'E 168.23'
K	375'	25°00'	163.62'	N34°30'E 162.33'
L	325'	20°30'	116.28'	N36°45'E 115.66'
M	275'	36°00'	172.79'	N44°30'E 169.96'
N	325'	33°50'	191.91'	N45°35'E 189.14'
O	375'	16°34'	108.43'	N36°57'E 108.05'
1	975'	3°44'	63.53'	N33°52'E 63.52'
2	975'	6°56'	117.98'	N39°12'E 117.91'
3	1025'	6°00'	107.34'	N39°40'E 107.29'
4	1025'	4°40'	83.48'	N34°20'E 83.46'
5	475'	4°59'	41.31'	N34°29'30"E 41.30'
6	230'	32°34'40"	130.78'	S66°17'20"E 129.02'
7	230'	10°00'	40.14'	S87°34'40"E 40.09'
8	60'	144°34'40"	151.40'	S20°17'20"E 114.31'
9	375'	18°40'	122.17'	N42°40'E 121.63'
10	375'	11°20'	74.18'	N27°40'E 74.06'
11	325'	25°00'	141.81'	N34°30'E 140.69'
12	375'	20°30'	134.17'	N36°45'E 133.46'
13	225'	6°20'30"	24.90'	N29°40'15"E 24.89'
14	225'	29°39'30"	116.47'	N47°40'15"E 115.17'
15	375'	5°28'52"	35.87'	N59°45'34"E 35.86'
16	375'	29°04'32"	151.03'	N45°28'52"E 150.01'
17	375'	5°16'36"	34.54'	N31°18'18"E 34.52'
18	325'	16°34'	93.97'	N36°57'E 93.64'
19	525'	13°14'	121.26'	N38°37'E 120.99'

LEGEND

- Initial Point
- Angle Points & Boundary - 5/8" x 30" Iron Bars.
- All other points - 1/2" x 24" Iron Bars.
- Curve Numbers
- Lot Number
- Block Number

0 50 100 200 300 400 500 600 FEET

SCALE



65-23440

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned, are the owners of the property hereinafter described; A part of sections 29, 31, and 32, T.10N., R.10E., B.M., Boise County, Idaho; more particularly described as follows: Commencing at the Section Corner common to Sections 29, 30, 31 and 32, T.10N., R.10E., B.M., thence S89°39'E 659.66 feet to a point; thence N45°14'E 60.00 feet to the Real Point of Beginning;

thence N45°14'E 1117.00 feet to an iron pin;
thence on a curve to the left with a radius of 475.00 feet, a central angle of 13°14' and whose long chord bears N38°37'E 109.46 feet to an iron pin; thence N32°00'E 82.36 feet to an iron pin;
thence S89°39'E 253.20 feet to an iron pin; thence S39°58'E 187.83 feet to an iron pin;
thence S0°09'W 73.98 feet to an iron pin; thence S42°40'W 1416.21 feet to an iron pin;
thence S20°29'E 179.33 feet to an iron pin; thence S42°40'W 358.08 feet to an iron pin;
thence S32°00'W 219.90 feet to an iron pin; thence S59°00'W 149.27 feet to an iron pin;
thence N58°00'W 92.23 feet to an iron pin; thence S32°00'W 90.18 feet to an iron pin;
thence on a curve to the right with a radius of 525.00 feet, a central angle of 37°22' and whose long chord bears S50°41'W 336.35 feet to an iron pin;
thence on a curve to the left with a radius of 575.00 feet, a central angle of 13°22' and whose long chord bears S62°41'W 133.84 feet to an iron pin;
thence S56°00'W 229.24 feet to an iron pin;
thence on a curve to the left with a radius of 475.00 feet, a central angle of 36°55'32" and whose long chord bears S37°32'14"W 300.85 feet to an iron pin;
thence N89°39'W 52.52 feet to an iron pin;
thence on a curve to the right with a radius of 525.00 feet, a central angle of 38°45'56" and whose long chord bears N36°37'02"E 348.47 feet to an iron pin;
thence N56°00'E 229.24 feet to an iron pin;
thence on a curve to the right with a radius of 625.00 feet, a central angle of 13°22' and whose long chord bears N62°41'E 145.48 feet to an iron pin;
thence on a curve to the left with a radius of 475.00 feet, a central angle of 26°21' and whose long chord bears N56°11'30"E 216.53 feet to an iron pin;
thence on a curve to the left with a radius of 180.00 feet, a central angle of 42°34'40" and whose long chord bears N71°17'20"W 130.71 feet to an iron pin;
thence S87°25'20"W 117.55 feet to an iron pin;
thence on a curve to the right with a radius of 110.00 feet, a central angle of 144°34'40" and whose long chord bears N20°17'20"W 209.57 feet to an iron pin;
thence on a curve to the left with a radius of 325.00 feet, a central angle of 30°00' and whose long chord bears N37°00'E 168.23 feet to an iron pin;
thence N22°00'E 165.00 feet to an iron pin;
thence on a curve to the right with a radius of 375.00 feet, a central angle of 25°00' and whose long chord bears N34°30'E 162.33 feet to an iron pin;
thence on a curve to the left with a radius of 325.00 feet, a central angle of 20°30' and whose long chord bears N36°45'E 115.66 feet to an iron pin;
thence on a curve to the right with a radius of 275.00 feet, a central angle of 36°00' and whose long chord bears N44°30'E 169.96 feet to an iron pin;
thence on a curve to the left with a radius of 325.00 feet, a central angle of 33°50' and whose long chord bears N45°35'E 189.14 feet to an iron pin;
thence on a curve to the right with a radius of 375.00 feet, a central angle of 16°34' and whose long chord bears N36°57'E 108.05 feet to an iron pin, the Real Point of Beginning.

We do hereby dedicate unto the owners of the lots in said subdivision for their proper use forever all the streets and ways as shown on said plat. Easements for irrigation, drainage and public utilities, and the right to build, use and maintain said facilities, where required, to service all lots and parcels within this platting is perpetually reserved. ~~And that subject to authority of Boise County Ordinance~~
IN WITNESS WHEREOF, we have hereunto set our hands this 4 day of Oct., 1967.

Vernon Gossi
Owner

Kathryn Gossi
Owner

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF BOISE } SS

On this 4 day of Oct., 1967, before me the undersigned, a Notary Public in and for said State; personally appeared Vernon Gossi and Kathryn Gossi, husband and wife, whose names are subscribed hereto, and acknowledged to me that they executed the same.

My Commission expires _____

Katherine M. Progan
Notary Public for the State of Idaho.

By Alison Mathis
Deputy,

State of Idaho }
County of Boise }
I hereby certify that the foregoing instrument is a full true and correct copy of the original recorded in this office.
Dated Oct. 14, 2010
Shirley George
Deputy

CERTIFICATE OF ENGINEER

I, Davis C. Toothman, do certify that I am a Professional Engineer, licensed by the State of Idaho, and that this plat, as described in the Owner's Certificate, was drawn from an actual survey made on the ground under my direct supervision, and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Davis C. Toothman
REGISTERED PROFESSIONAL ENGINEER
STATE OF IDAHO
439

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } SS

On this 12th day of Sept., 1967, before me the undersigned, a Notary Public in and for said State, personally appeared Davis C. Toothman, whose name is subscribed to the foregoing "Certificate of Engineer", and acknowledged to me that he executed the same.

My Commission expires 5/10/70

Doreen L. Toothman
Notary Public for the State of Idaho



CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor for Boise County, Idaho, do hereby certify that I have checked this plat, and that it complies with the State of Idaho Code relating to plats and surveys.

Date _____

County Surveyor

APPROVAL OF COUNTY COMMISSIONERS

Accepted and approved this 4 day of Oct., 1967, by the Board of County Commissioners of Boise County, Idaho.

Carl D. Shoresford
Chairman

INSTRUMENT NO. 72457

STATE OF IDAHO }
COUNTY OF BOISE } SS

I, hereby certify that this instrument was filed for record at the request of Vernon Gossi at 10 minutes past 10 o'clock A.M., on this 4 day of Oct., 1967.

Alison Mathis
Deputy

Katherine M. Progan
Ex-Officio Recorder

Buffington, Denise

From: Buffington, Denise
Sent: Thursday, March 31, 2011 3:58 PM
To: Ron Shurtleff, WD-65
Subject: Comment Letters
Attachments: Comment Letter to WD65.Doc; X-fer 76983 APP.pdf; X-fer 76982 APP.pdf; 65-23119 APP.pdf; 65-23440 APP.pdf

Attached is a cover letter and copy of an Application(s), for your review &/or comments. If you have any questions regarding the attached information, please feel free to contact our office.

Thank you in advance,

*Denise Buffington
Administrative Assistant I
Dept of Water Resources
Western Region
(208) 334-2190*

March 31, 2011

RON SHURTLEFF
WATER DISTRICT #65
102 N MAIN ST
PAYETTE, ID 83661

RE: Transfer No. 76982
Water Right No(s). 65-23441

RE: Transfer No. 76983
Water Right No(s). 65-23442

RE: Application for Permit: 65-23119 & 65-23440

Dear Watermaster:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Buffington
Administrative Assistant

Enclosure(s)

Buffington, Denise

From: Buffington, Denise
Sent: Wednesday, March 30, 2011 2:19 PM
To: Idaho World
Subject: LEGAL NOTICE
Attachments: Boise County - Cover Letter.Doc; Boise County Ads - COMBINED.Doc

Attached please find (1) legal notice being submitted for publication. Please contact me immediately if you have any questions, or if you are not able to publish the ad on the dates requested.

Thank you in advance,

*Denise Buffington
Administrative Assistant I
Dept of Water Resources
Western Region
(208) 334-2190*

March 30, 2011

LEGAL NOTICE DEPARTMENT

IDAHO WORLD
PO BOX 99
GARDEN VALLEY, ID 83622

RE: Application For Permit No(s): 65-23435 & 65-23440

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 4/25/2011. Your cooperation is appreciated.

Sincerely,

Denise Buffington
Administrative Assistant

Enclosure(s)

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

65-23435

STEVEN SALEEN

MARIA SALEEN

3753 MANCHESTER ST

BOISE, ID 83704

Point of Diversion NESE S8 T06N R02E BOISE County Source UNNAMED STREAM Tributary ROBBS CREEK

Use: IRRIGATION STORAGE 01/01 to 12/31 3 AF

Use: IRRIGATION FROM STORAGE 03/15 to 10/31 3 AF

Use: WILDLIFE STORAGE 01/01 to 12/31 3 AF

Use: DOMESTIC STORAGE 01/01 to 12/31 3 AF

Use: DOMESTIC FROM STORAGE 01/01 to 12/31 3 AF

Use: AESTHETIC STORAGE 01/01 to 12/31 3 AF

Use: DIVERSION TO STORAGE 01/01 to 12/31 0.2 CFS

Total Diversion: 0.2 CFS

Date Filed: 10/13/2010

Place Of Use: IRRIGATION STORAGE, WILDLIFE STORAGE, AESTHETIC STORAGE, DOMESTIC STORAGE
AND DOMESTIC FROM STORAGE

T06N R02E S8 NESE

Place Of Use: IRRIGATION FROM STORAGE

T06N R02E S8 SENE NESE

T06N R02E S9 NWSW

Total Acres: 6

65-23440

HANGING VALLEY HOMEOWNERS ASSN INC

3978 E ASPEN HILL CT

BOISE, ID 83706

Point of Diversion NWNW S32 T10N R10E BOISE County Source GROUND WATER Tributary

Use: MUNICIPAL 01/01 to 12/31 0.3 CFS

Total Diversion: 0.3 CFS

Date Filed: 11/1/2010

Place Of Use: MUNICIPAL

T10N R10E S29 SWSW SESW

T10N R10E S32 NWNW

Municipal use is for applicants service area.

For a full description of the right(s), please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before April 25, 2011. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director

Published on 4/6/2011 and 4/13/2011



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

March 24, 2011

Paul Kunz
President
Hanging Valley Homeowners Association, Inc.
3978 E. Aspen Hill Ct.
Boise, ID 83706

Re Application for Permit to appropriate the public waters of Idaho no. 65-23440 and
Drilling Permit upgrade fee

Dear Mr. Kunz,

Thank you for your recent response to my letter requiring additional information. It was exactly what I needed. There is a last item that needs to be addressed and I am sorry I did not notice this before.

According to the records of Idaho Department of Water Resources (IDWR), the well that is proposes to be the new point of diversion was drilled in 2010 under a \$75 Idaho Code 42-111b domestic well drilling permit. This statute narrowly defines a domestic use not to exceed 0.04 cfs and 2500 gpd. The application for permit exceeds the de minimus quantity defined in this statute.

The well drilling fee for a domestic well that does not meet the Idaho code 42-111 statutory requirements is \$200 instead of \$75. IDWR must collect the unpaid balance of \$125 for a well drilled under those circumstances. **Please remit \$125 to upgrade your well drilling permit within the next thirty days to facilitate processing of your water right application.** I will continue to process the application but it will not be approved until the drilling permit upgrade fee is received. Thank you for your attention to this matter.

Sincerely,

Vicky Music
Sr. Water Resource Agent

RECEIVED

MAR 23 2011

WATER RESOURCES
WESTERN REGION

Hanging Valley Homeowner's Association, Inc.
3978 E. Aspen Hill Ct.
Boise, ID 83706
Phone 208-331-2788

March 17, 2011

Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705-5082

**RE: Hanging Valley Homeowners Association, Inc.
Application For Permit To appropriate the public waters of Idaho no. 65-23440**

Dear Ms. Music:

The following information is provided as requested in your letter of March 7th to the Hanging Valley Homeowners Association (HVHOA) regarding our recent application.

1. Currently, there are 17 recreational cabins provided water from a surface water right and buried water lines in the two roads. If the HVHOA obtains a water right for our well, the existing and future cabins would be served from the well. The Hanging Valley Ranch Subdivision consists of 44 platted lots and, with lot combinations through Boise County, the buildable lots has been reduced to 35 combined lots. Over the last few years, about one cabin every two years has been built.
2. The municipal use from the well does not include irrigation. The existing surface water right (65-23231) will be used for irrigation water. The HVHOA is planning to lay new line(s) for furnishing the irrigation water.
3. There are no other uses included in the municipal use.

If there are any questions, do not hesitate to call.

Sincerely,



Paul S. Kunz
208-383-9048 (work); 208-336-2986 (home)
President
Hanging Valley HOA



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

March 7, 2011

Paul Kunz
President
Hanging Valley Homeowners Association, Inc.
3978 E. Aspen Hill Ct.
Boise, ID 83706

Re Application for Permit to appropriate the public waters of Idaho no. 65-23440

Dear Mr. Kunz,

The application referenced above was recently assigned to me for review and processing. I must have some clarification before I can continue my evaluation of the application. The application is for a proposed quantity of 0.30 cfs for a municipal use.

Please provide in writing the following information:

- 1 – The types of internal domestic uses such as the number of homes that will be served by internal domestic use, a clubhouse, etc.;
- 2 – Does the municipal use include irrigation? If yes, please provide the number of acres and proposed quantity; and,
- 3 – Any other uses included in the municipal use.

Please provide the requested information by April 8, 2011. IDWR will void or reject the application without a timely written response. Please call me at 208-334-2190 if you have any questions or e-mail me your response at vicky.music@idwr.idaho.gov. Thank you for your attention to this matter.

Sincerely,



Vicky Music
Sr. Water Resource Agent

Hanging Valley Homeowner's Association, Inc.
3978 E. Aspen Hill Ct.
Boise, ID 83706
Phone 208-331-2788

RECEIVED

NOV 01 2010

WATER RESOURCES
WESTERN REGION

October 25, 2010

Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

**RE: Hanging Valley Homeowners Association, Inc.
Application For Permit To appropriate the public waters of the State of Idaho**

Dear Sirs:

Enclosed are the following items in regards to the Application For Permit:

1. Signed Application
2. Check for \$250.00 for application fee
3. Map of proposed project – portion of USGS quadrangle map (Item # 13)
4. List of the current 7 Board of Directors, with addresses
5. Copy of recorded Well Easement Modification Agreement, including the original Well Easement Agreement (Item 10.c)
6. Copy of the Covenants and Restrictions for Hanging Valley Ranch Subdivision
7. Copy of the Amended Bylaws of the Hanging Valley Homeowners Association, Inc.
8. Copy of the recorded subdivision plat, front and back, with Boise County seal on back page

If there are any questions or if I can provide any additional data regarding the Water Right Application, do not hesitate to call.

Sincerely,



Paul S. Kunz
208-383-9048 (work); 208-336-2986 (home)
President
Hanging Valley HOA

Drilling Permit No. 911242-859887
Drilling Permit I.D. Tag No. 80059028
Water Right Permit No. _____
Injection Permit No. _____

State of Idaho
Department of Water Resources
APPLICATION FOR DRILLING PERMIT
(FOR THE CONSTRUCTION OF A WELL)

1. Property Owner (please print): HANGING VALLEY HOMEOWNERS ASSOCIATION, INC. (easement owner)

2. Current Mailing Address: 3978 East Aspen Hill Court

City: Boise State: ID Zip Code: 83706 Telephone: (208) 331-2788

3. Proposed Well Location: Twp. 10N, Rge. 10E, Sec. 32, NW 1/4 NW 1/4 NW 1/4
Gov't Lot No. _____ County BOISE Lat. 44.1627 Long. 115.2946
(10) (40) (160)

Street Address of Well Location across road from 23 High Drive City Lowman

Lot, block and subdivision adjacent to Hanging Valley Ranch Subdivision
Give at least name of road + Distance to Nearest Road or Landmark

4. Proposed Use of Well: 42-1116
☒ DOMESTIC: The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

Domestic does not include water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

NON-DOMESTIC: ☐ Irrigation ☐ Municipal ☐ Industrial
☐ Livestock ☐ Test ☒ Other test well for public water system
Type _____ Number Hd. _____ (Describe)

☐ INJECTION

☐ MONITORING: A well bore schematic and map is required for each blanket permit. No. of proposed wells: _____

5. Well Construction Information:

A. ☒ New well ☐ Modify ☐ Deepening ☐ Replace Previous Well # _____

B. Proposed Casing Diameter 6" Proposed Maximum Depth 500 feet

C. Anticipated bottom hole temperature:
☒ 85°F or less (Cold Water Well) ☐ 85°F to 212°F (Low Temp. Geo. Well) ☐ 212°F or more (Geothermal Well)

6. Construction Start Date: approximate September 7, 2010

7. Drilling Company Name: Coonse Well Drilling & Pump Co. Driller's Lic. No. 409
NOTE: The actual well driller must be identified prior to drilling

8. Applicant's Signature: Paul S. Kunz Date: 8/24/10

Title: Paul S. Kunz, President, Hanging Valley Homeowners Association, Inc.

Address (if different than owner): 4545 W Samara Street

City: Boise State: ID Zip Code: 83703 Telephone: 208-336-2986

RECEIVED

AUG 26 2010

D0059028
ACTION OF THE DEPARTMENT OF WATER RESOURCES
9-2-10

This Permit is APPROVED Date _____

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. **READ CAREFULLY!**

GENERAL CONDITIONS:

1. This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one(1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare, which may be required before construction of the well. All wells must be drilled a minimum distance of 100 feet from a drain field. Domestic and Public Water Supply wells must be drilled a minimum of 50 feet and 100 feet respectively from a septic tank.
3. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit and the well ID tag at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state, or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho. If the well being drilled is associated with approved water right(s) use of the well must comply with conditions of said water right(s).
7. If a bottom hole temperature of 85°F or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.
8. Idaho Code, S 55-2201 - 55-2210 requires the applicant and/or his contractors to contact "Digline" (DigLine is a one-call center for utility notification) not less than 2 working days prior to the start of any excavation for this project. The "DigLine" Number for your area is 1-800-342-1585.
9. Please be advised that this drilling permit should be considered and treated as a preliminary permit. If you are in disagreement with this preliminary permit you have fourteen (14) days of the service date of this permit to petition the Department for reconsideration pursuant to Section 67-5243, Idaho Code.
10. The stainless steel I. D. tag must be securely and permanently attached to the well casing by the Driller upon completion of the well, and prior to removing the drill rig from the drill site and must remain permanently attached above ground level for the life of the well. The well tag shall be attached by welding at least 3 sides or using four (4) stainless steel, closed-end pop rivets.
11. The possession of a well tag does not authorize construction of a well.
12. Any well being replaced by a new well shall be properly abandoned by the well driller prior to removing the drilling equipment, unless otherwise authorized by the department.

SPECIFIC CONDITIONS:

**THIS WELL SHALL NOT BE USED IN CONNECTION WITH A
"PUBLIC WATER SYSTEM" UNLESS APPROVED BY IDEC.**

USE FROM THIS WELL IS LIMITED TO 18 GPM AND 2500 GPD.

Signature of Authorized Department Representative _____

**SENIOR WATER
RESOURCE AGENT**
Title

Receipt No. prold Received by _____ Fee _____ Date _____

EXTENSION OF DRILLING PERMIT

Extension approved by _____ Approval Date _____

This extension expires: _____

