

JUN 15 2001

Page 1 of 8

STATE OF IDAHO
WATER RESOURCES DEPARTMENT OF WATER RESOURCES
WESTERN REGION

Transfer No. 73844

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of Applicant Alan D. Roberts and Sue L. Roberts, husband and wife. Phone 208-587-0052

Post Office address 205 South 14th East, Mountain Home, ID 83647

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion
 ☒ Add diversion point(s)
 ☐ Change place of use
☐ Change nature of use
 ☐ Change period of use
 ☐ Other
- Describe the reason for the proposed changes Applicant proposes to split water rights 61-12064 and 61-12066 to receive their pro-rata share of the irrigation water rights of Bell Country Estates, and to change the diversion point of their portion to a well located on their Lot 9, Block 1 Bell Country Estates parcel, which is 5.017 acres in size.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
TBD (portion of 61-12064)	12/28/1959	.0635/11.3157	irrigation	04/01 to 10/31
TBD (portion of 61-12066)	4/1/1975	.0269/7.8612	irrigation	03/15 to 11/15

- Total amount of water being transferred .0904 cubic feet per second and/or 19.1769 acre-feet per annum.
- Source of water ground water tributary to
- Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
9		NE	SE	13	03S	06E	Elmore	Well

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S	06E	13													5.017				5.017

Total Acres 5.017

PART 1

6. General Information:

a. Description of diversion system 6-inch well with submersible electric pump located at
Lot 9, Block 1, Bell Country Estates

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or
 contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
No affect. The land has previously been irrigated from a well located on Block 2,
Lot 2, Block 1, Bell Country Estates. This well complies with the Amended and
Restated Declaration of Covenants, Conditions and Restrictions for Bell County
Estates.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

 For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by: 61-12064 "See attached print out of Right"

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purposes:

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

9. Describe any other water rights used for the same purpose as described above 61-12066

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount .0635/11.3157 for irrigation purposes from 04/01 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
9		NE	SE	13	03S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S	06E	13													5.017				5.017

Total Acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change) BALANCE OF IRRIGATION RIGHT

1. amount .4555/81.3843 for irrigation purposes from 04/01 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
2		SE	NE	13	03S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S	06E	13				18									18.883				36.883

36.883

Total Acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:
- 61-12066 "See Attached print out of Right"

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purposes:

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

61-12064

9. Describe any other water rights used for the same purpose as described above _____

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount .0269/7.8612 for irrigation purposes from 3/15 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
9		NE	SE	13	03S	06E	Elmore	Well

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S	06E	13													5.017				5.017

5.017

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

Total Acres

BALANCE OF RIGHT

1. amount .1931/56.5338 for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
2		SE	NE	13	03S	06E	Elmore	Well

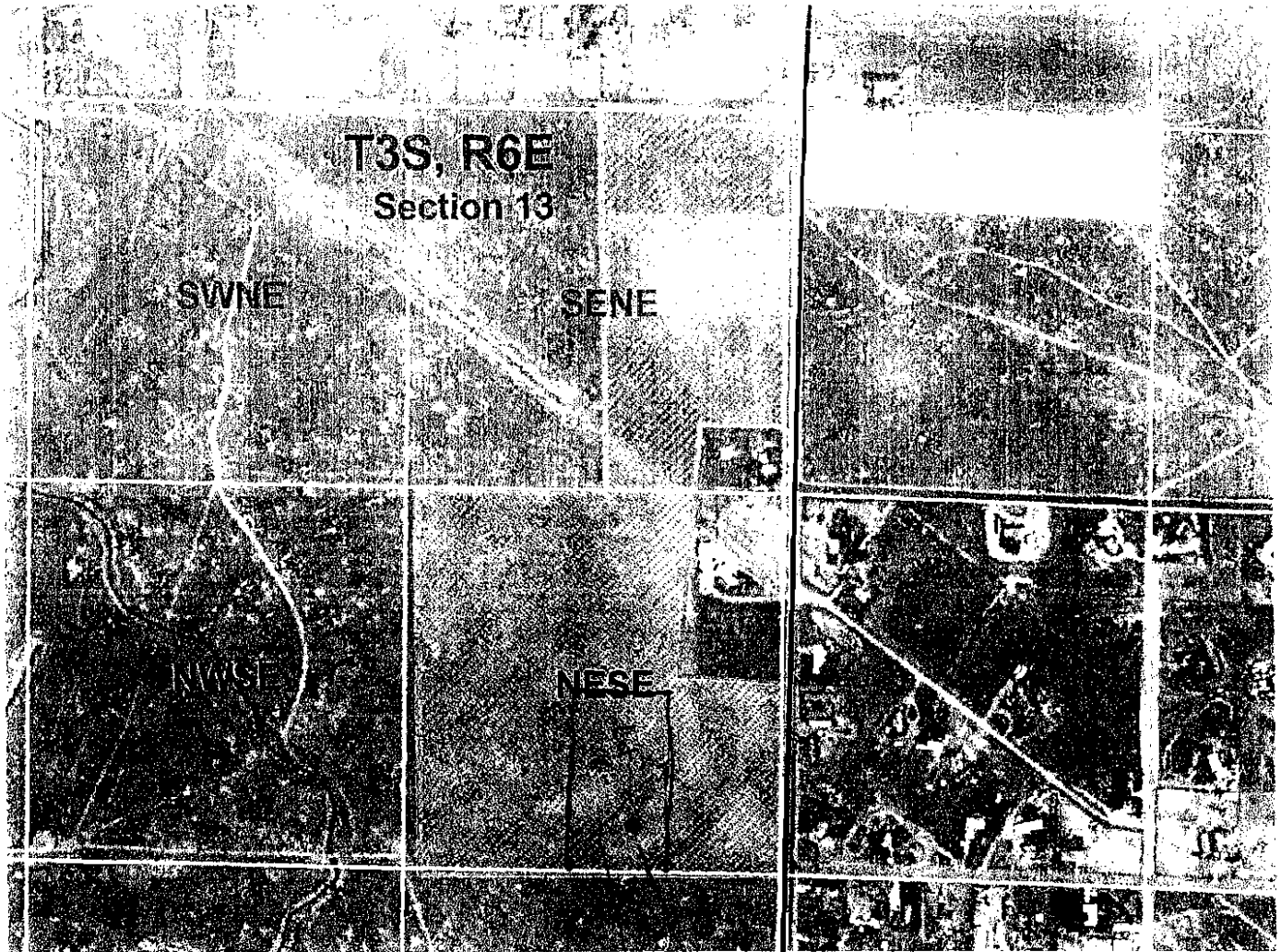
3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S	06E	13				18									18.883				36.883

Total Acres 36.883

Donna Bell Trust

Rts 61-12064 & 61-12066

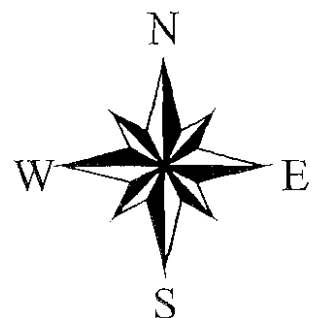


Place of
use

Diversion
(creek)

- Point of Diversion
- Section lines
- 1/4 1/4 lines

Place of Use



PART 3

MAY 12 2008

B. CHANGES IN NATURE OF USE

WATER RESOURCES
WESTERN REGION

- | 1. | New Nature of Use | Amount(cfs/af-ft) | Hours/days/year | Period of Use |
|----|-------------------|-------------------|-----------------|---------------|
| | | | | to _____ |
| | | | | to _____ |
2. Quantity and quality of return flows and location of discharge: _____
3. Describe effects on other water uses resulting from the proposed change: _____

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.

Sue Roberts
(Signature of Applicant)

Sue Roberts
Print Name (and title, if applicable)

Subscribed and sworn to before me this

8th day of May, 2008

DOLORES BARNAGA
STATE OF IDAHO
NOTARY PUBLIC
My commission expires April 18, 2014

Heleno Durinaga
(Notary Public)

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 3 attachments

Received by JB Date 5-12-08 Protest filed by _____

Prelim. Check by JA Fee \$100

Received by JB/W635509 Date 6/15/07

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

73844

RECEIVED

JUN 15 2007

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
61-12064					
61-12066					

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)	Donna L. Bell Trust Ralph Robert Towle, Trustee 240 S. Wyoming, Boise, Idaho 83706
4. New Owner/Claimant(s)	Alan D. and Sue L. Roberts
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	205 South 14th East
City, State and ZIP Code	Mountain Home, Idaho 83647
New Telephone Number	(208) 587-0052

ATTACHMENT A (2 PGS)

5. Date you acquired the property

march 31, 2006

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number 61-12064		
Irrigation	.0635/11.3157	5.017 acres
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number 61-12066		
Irrigation	.0269/7.8612	5.017 acres
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)



(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____

Date _____

Receipt Amt. _____

Received by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____ Date _____

Instrument # 375186
Elmore County, Idaho
04:17pm Apr. 17, 2006
For: GUARANTY TITLE INC
No. of Pages: 2 Fee: \$6.00
GAIL L. BEST, Recorder
Deputy: DLE

TRUSTEES' DEED

Ralph Robert Towle, Trustee of The Donna L. Bell Marital Trust dated October 9, 1955, grantor and party of the first part, and Alan D. Roberts and Sue L. Roberts, husband and wife, whose address is 205 South 14th East, Mountain Home, ID 83647, grantee and party of the second part,

WITNESSETH, that the said party of the first part, for good and other valuable consideration, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey without warranty unto the said party of the second part the following property situated in Elmore County, State of Idaho, to-wit:

Lot 9, Block 1, Bell Country Estates, Elmore county, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or other wise appertaining, and all estate, right, title and interest in and to the said property.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with appurtenances, unto the

ATTACHMENT B (2 PGS)

party of the second part and their heirs and assigns forever.

DATED this 31st March, 2006.

The Donna L. Bell Marital Trust

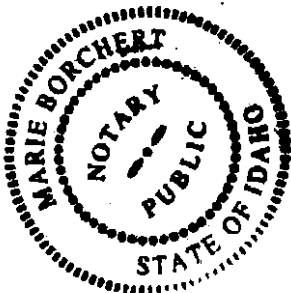
By Ralph Robert Towle Trustee

Ralph Robert Towle, Trustee

STATE OF IDAHO)
) ss.
COUNTY OF ELMORE)

On this 13 day of APRIL, 2006 before me a Notary Public in and for said State, personally appeared Ralph Robert Towle, known to me to be the person whose name is subscribed to the within instrument as trustee of The Donna L. Bell Marital Trust, and acknowledged to me he 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.



Marie Borchert
Notary Public for Idaho
Residing at:

Residing at Mountain Home, Idaho
My Commission Expires 05-18-11

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELL COUNTRY ESTATES

THIS AMENDED AND RESTATED DECLARATION is made effective on the 29th day of April, 2003, by Ralph Robert Towle as Trustee of the Donna L. Bell Marital Trust, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the Owner of certain real property located in the County of Elmore, State of Idaho, more particularly described as Bell Country Estates, the plat of which was recorded in the office of the County Recorder of Elmore County, Idaho, as Instrument No. 321662 on April 27, 2000, and,

WHEREAS, Declarant wishes to amend and restate the Covenants, Conditions and Restrictions for the Lots within Bell Country Estates, referred to herein as "The Property."

NOW, THEREFORE, Declarant hereby declares that The Property and each Lot, parcel or portion thereof, as described above, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of The Property, and to enhance the value, desirability and attractiveness of The Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting The Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in The Property or any Lot, parcel or portion thereof; including their Invitees; shall inure to the benefit of every Lot, parcel or portion of The Property and interest therein; and shall inure to the benefit of and be binding upon Declarant, his successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by Declarant or by any Owner or his successors in interest and by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of The Property and to construct improvements thereon, nor Declarant's right to post signs incidental to construction, sales or leasing.

Instrument # 345951
 Elmore County, Idaho
 04:26pm May 15, 2003
 For: HALL, FRIEDLY & WARD
 No. of Pages: 18 Fee: \$54.00
 GAIL L. BEST, Recorder
 Deputy: DLE

ARTICLE I.
DEFINITIONS

- A. "Articles" shall mean the Articles of Incorporation of the Association.
- B. "Assessments" shall mean those payments required of Owners and Association Members including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.
- C. "Association" shall mean and refer to Bell Country Estates Homeowners Association, Inc., an Idaho non-profit corporation, its successors and assigns.
- D. "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon the use of The Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and Regulations, and procedural matters for use in the conduct of business of the Association.
- E. "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgage, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on The Property.
- F. "Board" shall mean the Board of Directors of the Association or any committee or individual authorized by the Board to act on its behalf.
- G. "Building Lot" shall mean and refer to any plot of land showing upon any recorded plat of The Property with the exception of any Common Area or well lot.
- H. "By-Laws" shall mean the By-Laws of the Association.
- I. "Committee" shall mean the Architectural Committee described in Article VI hereof, or the Board if the Architectural Committee has been disbanded.
- J. "Common Area" shall mean all real property and interests in real property, including easements, owned by the Association for the common use and enjoyment of the Owners of all Lots within the subdivision. Common Areas are located as shown on the Bell Country Estates Plat, recorded in Elmore County as Instrument No. 321662.
- K. "Declaration" or "These Covenants" shall refer to this Declaration, as hereafter amended and supplemented from time to time.
- L. "Declarant" shall mean and refer to Ralph Robert Towle as Trustee of the Donna L. Bell Marital Trust, and his successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and as part of such conveyance, the Declarant assigns and transfers to such transferee the Declarant's rights with respect to such Lots.

M. "Grantor" shall mean and refer to the Declarant.

N. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of The Property; including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, swimming pools and other recreational facilities and fixtures of any kind whatsoever.

O. "Invitees" includes: members of an Owner's family, guests, licensees, contract purchasers, tenants and lessees.

P. "Irrigation System" shall include the system to be used by Declarant to irrigate the Lots until each Lot is sold in order to preserve the water rights for each of the Lots. The Irrigation System includes the well, pumps, pumping station or pump house, electrical panel, water pipelines, ditches and all other real or personal property, fixtures and easements used on The Property to irrigate it until each Lot is sold.

Q. "Lot" shall mean and refer to a Building Lot.

R. "Member" shall mean each person or entity holding a membership in the Association.

S. "Mortgage" shall mean and refer to any mortgage or deed of trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

T. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

U. "Plat" shall mean the recorded Plat of Bell Country Estates recorded in Elmore County, Idaho as Instrument No. 321662, the Irrigation Plan for Bell Country Estates recorded in Elmore County as Instrument No. 324474, and any recorded amendments thereto.

V. "Property" shall mean and refer to the real property hereinbefore described, and such additions thereto as may hereafter be annexed and brought within the coverage of this declaration as more particularly provided herein.

W. "Subdivision" shall mean Bell Country Estates as shown on the Plat.

X. "Unit" shall mean one single family dwelling.

ARTICLE II.

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

A. Land Use and Building Type: No Lot shall be used except for residential purposes in accordance with the Plat, and no Lot or the Common Area shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, the Board may permit "home occupations," as provided in the Association's Rules, and may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" upon such Owner's Lot.

No Improvements shall be erected, altered, placed or permitted to remain on any Lot other than one unit designed to accommodate no more than one (1) single family dwelling.

1. Exteriors: All exterior design, color and materials shall be as approved by the Architectural Committee or by the Board after the Committee is disbanded.

2. Fences: No fences shall be constructed without prior approval by the Architectural Committee, or by the Board after the Committee is disbanded. Fences shall be constructed in panels that can be removed easily without damage to the fence in case access is required for work on drainage facilities, irrigation pipelines, irrigation ditches or utilities.

3. Size Limitations: Split level and two (2) story units shall have not less than 2,000 square feet of interior floor area or ground floor, exclusive of open porches and garages. All other units shall have not less than 1,600 square feet of interior floor area, exclusive of porches and garages.

4. Garages: Each dwelling shall include in its design a minimum of a three car garage.

5. Dwelling Cost and Quality: No dwelling shall be permitted on a Lot at a cost of less than \$100,000, excluding the value of the land based on the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

6. Structures and Improvements Allowed: The following structures, and none other, shall be erected, altered, or placed or permitted to remain on any Lot:

- a. One detached single family dwelling: and
- b. Barns, stables, and sheds for horses and other livestock, and a dog kennel or run.

c. A swimming pool, lattice, patios, decks, utility sheds, pump house, driveways, fences and other structures necessary or desirable in connection with and to enhance a rural family dwelling.

B. Architectural Control: No Improvements which will be visible above the ground or which will ultimately affect the visibility of any existing above ground Improvement shall be built, erected, placed or materially altered, including without limitation, change of exterior colors or materials, on The Property, unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee, or as set forth by the Board after the Architectural Committee has been disbanded. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, exterior color and materials, physical or artistic conformity to the terrain and the other Improvements on The Property which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout of design of buildings except to the extent incidentally necessitated by use and size requirements.

C. Maintenance: Owner's Obligations: Each Owner shall be responsible for both exterior and interior maintenance of the Improvements on each Lot, and shall keep the Improvements in good condition and repair, including but not limited to: paint, repair, replacement and care of roofs, gutters, downspouts, fences, exterior and interior building surfaces, landscaping and glass surfaces. No Improvements shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair.

D. Improvements Location: No Improvements shall be constructed in violation of setback requirements established by law, or by this Declaration, or as set forth on the recorded Subdivision plat.

E. Nuisances: No noxious or offensive activity, including without limitation, those creating an offensive odor or excessive level of noise or commotion, shall be carried on upon any Lot or the Common Area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

F. Illegal Activity: No illegal activity will be permitted on The Property. "Illegal activity" includes those acts prohibited by federal, state, county or city case law, statutes, ordinances, regulations and/or rules.

G. Temporary Structures: No Improvements of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently.

H. Signs: No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five (5) square feet advertising The Property for sale or rent, or signs

used by a builder or the Declarant to advertise The Property during the construction and sales period.

I. Oil and Mining Operations: No oil drilling, oil development operations, quarrying or mining operation of any kind shall be permitted upon The Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon The Property.

J. Livestock and Poultry: Each owner shall be responsible for, and shall confine by proper enclosures or fences within the boundaries of his Lot, all dogs, cats and other household pets, horses and other livestock, maintained by him or his family for their own use and enjoyment. No owner shall permit animals in his charge to roam free on the public ways of the Subdivision or on the lands of other owners. No owner shall operate a feedlot or other commercial venture on The Property. No owner shall maintain horses or other livestock in such numbers as will cause over grazing of pastures. No owner shall permit or suffer to be maintained on his premises animal or livestock in such numbers or condition as to cause objectionable noises or odors to the annoyance or nuisance of his neighbors. No pigs may be kept or raised.

K. Hazardous Activities: No activity shall be conducted on any Lot which is or might be unsafe or hazardous to any person or property.

L. Light, Sound, Odor - General: No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot which is unreasonably loud or annoying, and no odors shall be emitted on any Property which are noxious or offensive to others.

M. Water Wells and Sanitary Sewage Disposal Units: Domestic and/or irrigation water wells and sanitary sewage disposal plants and works to serve any Lot must comply with all requirements and regulations of State and County authorities; and no wells or sewage disposal works shall be placed or used until all necessary permits and licenses have been obtained.

ARTICLE III. IRRIGATION SYSTEM AND WATER RIGHTS

A. Owner's Water Rights and Irrigation System: Every Owner shall have a right to a pro-rata share of the water rights appurtenant to The Property, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. There is presently only one irrigation well and pump for the Irrigation System for Bell Country Estates. It is the intent of Declarant to sell the well and pump to the purchaser of Lot No. 2 of Bell Country Estates. Each Owner, except the Owner of Lot No. 2 shall be required to drill his or her own irrigation and/or domestic well on his or her Lot. In order to preserve the water rights to the Lots until all of the Lots can be sold and an irrigation well drilled and put into service on each Lot, Declarant will use the irrigation well located on Lot No. 2 to irrigate the remaining Lots that have not been sold. Because of the use of the irrigation well located on Lot

No. 2, the Owners of the Lots in the subdivision shall be required to cooperate with Declarant to allow the irrigation of the Lots that have not been sold.

2. The Irrigation Plan for Bell Country Estates that was recorded in the office of the County Recorder for Elmore County, Idaho, on the 25th day of September, 2000, shall be amended to show in detail the locations of the well, ditches, pipelines and easements for the well, ditches, pipelines and the Irrigation System that will be used until all of the Lots are sold. When all of the Lots are sold, the Irrigation Plan shall be terminated. The Amended Irrigation Plan is hereby incorporated in and made a part of these covenants as though set forth in full herein.

3. No Owner shall be assessed for the costs of irrigation of the Lots remaining unsold.

4. Access easements and easements for irrigation water are as shown on the recorded plat and as described herein. So long as it is necessary for an easement to convey irrigation water to an unsold Lot, no permanent fences, structures or other obstructions may be constructed within the limits of said easements. When the Lot is sold the easement shall be terminated. So long as any of the Lots remain unsold, Declarant herein expressly reserves an easement of access, ingress and egress to and from any Lots for installation, operation and repair of easements for the transmission of irrigation water over, across and upon adjacent Lots or Common Areas, and for necessary maintenance and repair of any Improvement.

B. Damages: Until all of the Lots in the Subdivision have been sold, each Owner shall be liable for any damage to such Irrigation System and any Common Areas or other property owned or maintained by the Declarant which is caused by the negligence or willful misconduct of said Owner or of his Invitees, both minor and adult. In the case of joint Ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be charged as a Limited Assessment against the Owner and his Lot and may be collected as provided herein for the collection of assessments.

C. Conveyance of Water Rights: The water rights to each Lot shall be conveyed at the time of the sale of the Lot. Each Owner shall be required to drill his or her own irrigation well and construct his or her own distribution system. It will be necessary for the Owner of each Lot to apply to the Idaho Department of Water Resources for a change in the point of diversion for the water rights to his or her Lot. The existing well located Lot No. 2 is the present point of diversion for all of the water rights in the Subdivision. It shall be the responsibility of each Owner to apply to the Idaho Department of Water Resources to change the point of diversion from the existing irrigation well to the irrigation well to be drilled on each Owner's Lot. The application to the Idaho Department of Water Resources shall be at the sole cost and expense of each Lot Owner, including any attorney or engineering fees.

D. Notice of Violations: Owners will be entitled to fifteen (15) day written notice of violations of this Declaration, Association Rules, the Articles, and/or the By-Laws, unless otherwise provided herein, prior to the Association's corrective action, except in the case of an emergency, as determined by the Board.

ARTICLE IV.

BELL COUNTRY ESTATES HOMEOWNERS ASSOCIATION

A. Organization of Association: The Bell Country Estates Homeowners Association ("Association") is an Idaho corporation formed under the provisions of the Idaho Non-Profit Corporation Act and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

B. Membership: Each Owner of a Lot subject to this Declaration (including the Declarant) by virtue of being such an Owner and for so long as such Ownership is maintained, shall be a Member of the Association. No Owner shall have more than one membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

C. Voting: The Association will have two (2) classes of voting memberships.

1. Class A: Class A members shall be the Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the absence of such a determination by the co-owners, no vote will be cast.

2. Class B: The Class B member shall be the Declarant. Upon the recording hereof, Declarant shall be entitled to three (3) votes for each Lot of which Declarant is the Owner. The Class B membership shall cease and be converted to Class A membership on the earlier of the following: when 75% of the Lots are deeded to homeowners or on January 1, 2007.

3. Proxy: Votes may be cast in person or by written proxy.

D. Board of Directors and Officers: The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, By-Laws, and this Declaration.

E. Powers and Duties of the Association:

1. Powers: The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-

Laws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of the Common Area and the performance of the other responsibilities herein assigned, including without limitation those listed below.

a. Assessments: The power to levy assessments (Annual, Special and Limited) on the Owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.

b. Right of Enforcement: The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent hereto, to take any and all actions authorized by this Declaration and to commence and maintain any and all actions, including suits, to restrain and enjoin any breach or threatened breach of this Declaration, the Articles, the By-Laws, or the Association Rules (adopted pursuant to this Declaration), and to enforce by mandatory injunction or otherwise, all provisions thereof.

c. Delegation of Powers: The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association, nor the members of its Board, shall be liable for any omission or improper exercise by the manager of any such duty or power to delegate.

d. Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules, and regulations as the Association deems reasonable and which are consistent with this Declaration (the "Association Rules"). The Association Rules shall not be inconsistent with this Declaration, the Articles, or By-Laws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association Rules shall have the same force and effect as if they were set forth in and a part of this Declaration. In the event of any conflict between such Association Rules, the Association Rules shall be superseded by the provisions of this Declaration, the Articles, or the By-Laws to the extent of any such inconsistency.

e. Emergency Powers: The Association, or any person authorized by the Association, may enter upon any Lot in the event of an emergency involving potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

f. Licenses: Easements and Rights-of-Ways: The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after death of the individuals executing this Declaration on behalf of the Declarant, and their issue who are in being as of the date hereof.

2. Duties of the Association: In addition to the power delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

a. Taxes and Assessments: Pay all real and personal property taxes and assessments separately levied against any Common Area owned and managed by the Association, or against the Association, and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state and local, including income and corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

b. Insurance: Obtain from reputable insurance companies authorized to do business in the state of Idaho and maintain in effect the following policies of insurance.

(1) Comprehensive public liability insurance insuring the Board, the Association, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the Ownership and/or use of any Common Area or The Property owned or managed by it.

(2) Full coverage directors' and officers' liability insurance with limits as determined by the Board.

(3) Such other insurance including Workmen's Compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions, or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

(4) The Association shall be deemed trustee of the interests of all members of the Association in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

(5) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

(6) Notwithstanding any other provision herein, the Association shall continuously maintain in effect such other additional casualty, flood and liability insurance as the Board deems necessary or appropriate.

c. Rule Making: Make, establish, promulgate, amend and repeal the Association Rules.

d. Architectural Committee: Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

e. Written Record: The Association will keep a written record of all actions taken, or duties delegated, and will maintain true and correct financial records of the Association's business.

f. Annual Meeting: An annual meeting will be held every year at which meeting the budget will be presented and approved and Association Board Members will be elected. All Owners will be given thirty (30) days' written notice of this meeting. The presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of such membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The Members present at a duly organized and convened meeting where a quorum has been present can continue to do business as a quorum until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. The budget shall be approved and Board Members elected by a majority of votes cast, in person or by proxy, at the annual meeting.

F. Personal Liability: No member of the Board, the Board, or committee, or committee member, or Officer of the Association, or the Architectural Committee, or the Declarant, or the Association Manager, if any, shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the groups, or individuals included in the groups listed above, or any other representative or employee of the groups listed above, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE V.

COVENANT FOR MAINTENANCE AND ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such a deed, is deemed to covenant and agree to pay the Association the following assessments approved by the Association, as hereinafter provided:

1. All Annual Regular Assessments or charges;
2. All Special Assessments for capital improvements, and
3. All Limited Assessments.

The Regular, Special and Limited Assessments, together with interest, costs and reasonable attorneys' fees incurred by the Association in order to collect such amounts owed to

the Association, shall be a charge on the land and shall be a continuing lien upon the Lots against which each such assessment is made. Such lien shall be binding upon the Owner of the Lot and his successors in interest and title. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. Purpose of Assessments:

1. Regular Assessments: The Regular Assessments levied by the Association shall be used exclusively to pay property taxes and other assessments, and to pay such other reasonable costs and expenses which are incurred by the Association in carrying out the duties, and business of the Association. Regular Assessments will be based on the budget presented and approved at the Annual Meeting. The budget must be approved by a majority of the votes cast at the Annual Meeting at which a quorum is present.

2. Special Assessments for Capital Improvements: In addition to the Regular Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements; PROVIDED THAT any such Special Assessment shall be approved by a majority of the votes cast at a meeting of the Association members at which a quorum is present. AND PROVIDED FURTHER, that such capital improvements may not be subject to payment through or by Special Assessments or by Regular Assessments during the development period, as defined by H.U.D.

3. Notice and Quorum for any Action Authorized Under Section 5.B.1 (Regular Assessments) and 5.B.2 (Special Assessments for Capital Improvements): Written notice of any meeting called for the purpose of taking any action authorized under Section 5.B.1 or 5.B.2; shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the Association votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Regular and Special Assessments shall be levied by written notice to the Owners and shall be due when levied.

4. Limited Assessments: Limited Assessments may be levied, as decided by the Board, against any Owner in any amount equal to the costs and expenses incurred by the Association resulting from the Owner's failure to comply, or failure to insure compliance by his Invitees, with this Declaration, the Association Rules, By-Laws and/or Articles. Limited Assessments may be made for, among other things: legal fees for corrective action costs and expenses incurred by the Association and resulting from the Owner's noncompliance with this Declaration, the Association Rules, By-Laws and/or Articles; for the repair and replacement of any property owned or maintained by the Association damaged by negligent or willful acts of any Owner or his Invitees. The Association is required to give any such Owners at least fifteen (15)

days' written notice of any violation prior to taking corrective action. Limited Assessments shall be levied by written notice to the Owner and shall be due when levied. Costs resulting from such corrective action, if not reimbursed by the Owner within ten (10) days of when incurred, shall be a Limited Assessment.

C. Collection of Assessment: All assessments shall be collected monthly unless otherwise expressly directed by the Board.

D. Date of Commencement of Annual Assessments - Due Dates: The annual Regular Assessments or any Special Assessments then in effect, as provided for herein, shall commence as to a Lot or Lots on the first day following conveyance of the Lot or Lots from Declarant to an Owner or Owners. Assessments shall be prorated for Owners who purchase their Lot at any point subsequent to the date on which annual Assessments are assessed. The Board of Directors 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 Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a 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.

E. Effect of Non-Payment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twenty-one percent (21%) per annum, or at the highest rate allowed by law if such rate is less than 21%. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against The Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. Mortgagees are not required to collect assessments.

F. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer, but shall not extinguish personal liability. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Failure to pay assessments does not constitute a default under an insured mortgage.

ARTICLE VI.

ARCHITECTURAL COMMITTEE

A. Members of the Committees: The Architectural Committee for The Property, sometimes referred to as the "Committee," shall consist of three (3) members. Decisions required by the Architectural Committee may be made by concurrence of any two (2) members of the Committee. The following persons are hereby designated by Declarant as the initial members of the Committee for The Property:

Ralph Robert Towle

8921 Duck Lake Drive
Garden City, Idaho 83714

John W. Tegarden

102A Park Central
Mountain Home, Idaho 83647

William E. Bell

684 Braemere Road
Boise, Idaho 83702

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

B. Right of Appointment and Removal: At any time Declarant is the Owner of at least (1) of the Lots, Declarant shall have the right to appoint and remove all members of the Committee. Thereafter, the Board of Directors of the Association shall have the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause.

C. Review of Proposed Construction: The Committee shall consider and act upon any and all proposals of plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board of the Association, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Board shall have the power to determine, by rule or their written designation consistent with this Declaration, which types of improvements shall be submitted to the Committee for review and approval. The Committee shall approve proposals, plans and specifications submitted for its approval only as it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby, will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

1. Conditions on Approval: The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

2. Committee Rules: The Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval.

Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures

as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

3. Detailed Plans: The Committee may require such detail in plans and specification submitted for its review as it deems proper, including, without limitation, floor plans, landscape plans, drainage plans, evaluation drawings and descriptions or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

4. Fences: The Committee must approve all fences proposed for construction, and will provide regulations and guidelines regarding fence requirements upon request.

5. Committee Decisions: Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within fifteen (15) days after filing all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Committee shall have been mailed to the Applicant within fifteen (15) days after the date of the filing of said materials with the Committee. The said fifteen (15) day period shall only commence to run when an authorized representative of the Committee has executed an application form acknowledging acceptance of such application and acknowledging that such application is complete.

D. Meetings of the Committee: The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but not need be, one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

E. No Waiver of Future Approvals: The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter subsequently, or additionally, submitted for approval or consent.

F. Compensation of Members: The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, and except as otherwise agreed by the Board.

G. Inspection of Work: Inspection of work and correction of defects therein shall proceed as follows:

1. Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

2. Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvements. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

3. If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of compliance from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

H. Non-Liability of Committee Members: Neither the Committee nor any member thereof, nor its duly authorized Committee Representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The Committee shall review and approve, or disapprove, all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result in the immediate vicinity and to The Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing any plan or design for structural safety or conformance with building or other codes.

I. Variances: The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations so require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recordation in the Office of the County Recorder of Elmore County. If such variances are granted, no violation of the Restrictions contained in the Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof, covered by the variance granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE VII.
MISCELLANEOUS

A. Enforcement and Non-Waiver: Any Lot Owner, or Homeowners Association, whether or not directly affected, shall have the right to enforce, by any proceeding at law or in equity, any violation or threatened violation of a provision of this Declaration. The failure of any person to enforce any covenant or restriction herein contained shall not be deemed a waiver of the rights granted herein. Waiver of one breach does not constitute waiver of any other. There can be no waiver of the right to solar access created by this Declaration.

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

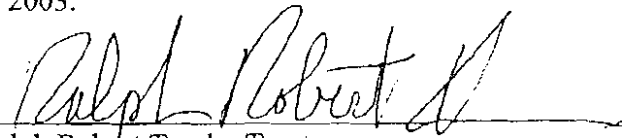
C. Duration, Applicability to Successors, and Term and Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said Declaration in whole or in part. This Declaration may be amended, restated, replaced, terminated or superseded during the first twenty (20) year period by an instrument signed by the President and Secretary of the Association affirming that such amendment was approved by two-thirds (2/3) of the Owners of the Lots covered by this Declaration, or by an instrument signed by two-thirds (2/3) of the Lot Owners: provided, however, that if Declarant is still the Owner of any Lots the provisions of Article VI may not be amended without the written consent and vote of the Grantor.

D. Attorney Fees and Costs: In the event that a Lot Owner or the Association brings suit to enforce the provisions of this Declaration and prevails, he, or the Association if it brings suit, shall be entitled to recover reasonable attorney fees in addition to allowable costs.

E. Notices to Owners: Any notice to an Owner shall be deemed effective upon deposit in the United States mail, postage prepaid, addressed to the Owner at the address for the lot owned, or at such other address as the Owner may provide in writing to the Association. If there is more than one Owner for a Lot, notice to one of the Owners shall be deemed effective for all such Owners. It shall be the responsibility of each Owner of a Lot to disseminate any notice received to all other Owners.

F. Annexation, etc. - HUD/VA Approval: Notwithstanding any other provision of this Declaration, annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions requires HUD/VA approval as long as there is a Class B membership.

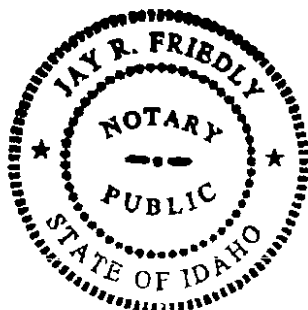
IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of April, 2003.

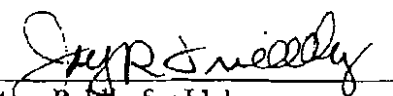

 Ralph Robert Towle, Trustee
 Donna L. Bell Marital Trust

STATE OF IDAHO,)
) ss.
 COUNTY OF ELMORE)

On this 29th day of April, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Robert Towle, known to me to be the person whose name is subscribed to the foregoing instrument as the trustee of the Donna L. Bell Marital Trust, and acknowledged to me that he executed the same as such trustee.

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




 Notary Public for Idaho
 Residing at: Mtn. Home, ID
 My commission expires: 5-29-09

SUPER

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Transfer No. 73844

PART 3

B. CHANGES IN NATURE OF USE

1.	New Nature of Use	Amount(cfs/af-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge: NA

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

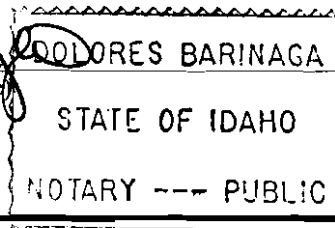
I understand that any willful misrepresentations made in this application may result in voiding its approval.

[Signature]
(Signature of Applicant)

Subscribed and sworn to before me this 13th day of June, 20 07

[Signature]
(Notary Public)

My commission expires April 18, 2008



FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 3 attachments

Received by DB Date 6-15-07 Protest filed by _____

Prelim. Check by DB Fee \$100 -

Received by DB / W035509 Date 6-15-07

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____