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APR 11 2005

Department of Water Resources
Eastern Region

Ident. No.

NON-TRUST!

29-13712

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant Stewart Nelson dba Mopse Mountain Subdivision Phone 208 775 3799
Mailing address 2630 No. Inkorn Road, Inkorn ID 83245
2. Source of water supply Groundwater which is a tributary of —
3. Location of point of diversion is Township 7S Range 36E Sec. 23, in the NE $\frac{1}{4}$,
NE $\frac{1}{4}$, $\frac{1}{4}$, Govt. Lot —, B.M., Bannock County;
additional points of diversion if any: NW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 23.
4. Water will be used for the following purposes:
Amount 0.04 for domestic purposes from Jan 1 to Dec 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount — for — purposes from — to — (both dates inclusive)
(cfs or acre-feet per annum)
Amount — for — purposes from — to — (both dates inclusive)
(cfs or acre-feet per annum)
Amount — for — purposes from — to — (both dates inclusive)
(cfs or acre-feet per annum)
Amount — for — purposes from — to — (both dates inclusive)
(cfs or acre-feet per annum)
Amount — for — purposes from — to — (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 0.04 and/or (b) —
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Describe type and size of devices used to divert water from the source well, 8-inch to 308 ft,
Pump with 3 HP motor, 23,000 gallon Storage tank
b. Height of storage dam — feet; active reservoir capacity — acre-feet; total
reservoir capacity — acre-feet
c. Proposed well diameter is — inches; proposed depth of well is — feet
d. Is ground water with a temperature of greater than 85°F being sought? —
e. If well is already drilled, when? Sep 02; Drilling firm Vollmer Drilling (driller's report
Well was drilled for (well owner) Stewart Nelson; Drilling Permit No. 778945 enclosed)
7. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
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. —
x d. Domestic; show number of households. 2 additional to Permit 29-13350 (enclosed)
e. Other; describe fully. —

* The subdivision's permit is for 20 households,
but a total of 22 is needed. Thus, 2 more
homes would be added. Additional information
is in the cover letter

3. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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	
7S	36E	23	2	2						2									

Total number of acres to be irrigated 0.66 ($\frac{1}{3}$ acre per hook-up)

10. Describe any other water rights used for the same purposes as described above. IDWR 29-133350

- Who owns the property at the point of diversion? Applicant
- Who owns the land to be irrigated or place of use? Applicant
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

12. Remarks: The applicant holds IDWR permit 29-13350, for 0.40 cfs for 20 homes. This application would allow for two more connections to an existing culinary water system. An increase in the maximum diversion allowance of 0.40 cfs would not be necessary. Approval of this application for two more water connections in the Moose Mountain Subdivision will not use more water than currently authorized in the issued IDWR Permit to Appropriate Water.

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" 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.) attached

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Stewart Nelson, Owner
Signature of Applicant (and title, if applicable)

Received by _____ Date 4/11/05 Time _____ Preliminary check by _____
 Fee \$ 100 Received by DD # FO30773 Date 4/12/05
 Publication prepared by SL Date 6/11/05 Published in Idaho State Journal
 Publication approved _____ Date _____

Enclosure B

Issued IDWR Permit to Appropriate Water
For 20 homes

Permit # 29-13350
April 3, 2002

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 29-13350

Priority: 04/03/2002

Maximum Diversion Rate: 0.40 CFS

This is to certify, that **STUART NELSON**
DBA MOOSE MOUNTAIN SUBDIVISION
2630 N INKOM RD
INKOM ID 83245

has applied for a permit to appropriate water from:

Source: GROUND WATER

and a permit is APPROVED for development of water as follows:

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Department of Water Resources
Eastern Region

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
DOMESTIC	01/01 to 12/31	0.40 CFS

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NE 1/4 NE 1/4	Sec. 23, Twp 07S, Rge 36E, B.M.	BANNOCK County
GROUND WATER	NW 1/4 NE 1/4	Sec. 23, Twp 07S, Rge 36E, B.M.	BANNOCK County
GROUND WATER	SE 1/4 NW 1/4	Sec. 23, Twp 07S, Rge 36E, B.M.	BANNOCK County

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S 36E 23	X	X						X									

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before June 1, 2007.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
5. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.
7. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.
8. Irrigation of large projects such as parks, golf courses, or sports activities fields is not authorized under this right.
9. Domestic use is for 20 homes

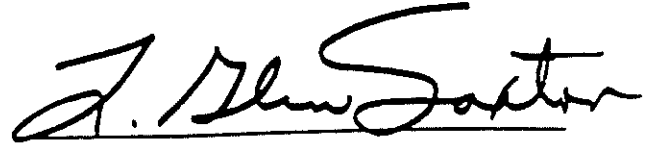
F-1082

6
B/E
19

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 29-13350

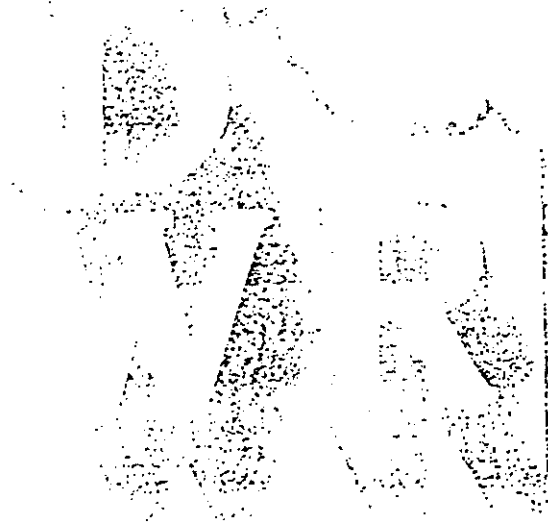
10. A total of three points of diversion are located within Lots 1-3, Blk. 1, and Lot 1, Blk. 3, Moose Mountain Subdivision.
11. Place of use is located within Lots 1-3, Blk. 1, Lots 1-9, Blk. 2, and Lots 1-8, Blk. 3, Moose Mountain Subdivision.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 17th day of June, 2002.



KARL J DREHER, Director

for



F-2

7
3625
20

Enclosure C

Well Driller's Report
Vollmer Drilling
Aberdeen, ID
Sep. 2, 2002

and

Well Pump Test
PumpCo
Aberdeen, ID
Apr. 18, 2003

Form 208-7
8-00

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

1. WELL TAG NO. D 0024608
DRILLING PERMIT NO 778945
Water Right or Injection Well No 778945

2. OWNER:
Name Stuart Nelson
Address 2630 N. Lakem Rd.
City Takoma State ID Zip 83245

3. LOCATION OF WELL by legal description:
You must provide address or Lot, Blk, Sub or Directions to well.
Twp 7 North or South
Rge 36 East or West
Sec 23 1/4 NE 1/4 NE 1/4
Govt Lot _____ County Bonneville
Lat: _____ Long: _____
Address of Well Site Moose Mountain
Subdivision City Takoma
LL _____ Blk _____ Sub. Name _____

4. USE:
☐ Domestic ☒ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)
☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD:
☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

Seal Material	From	To	Weight/Volume	Seal Placement Note
<u>Bestank</u>	<u>0</u>	<u>70'</u>	<u>100 lbs Bag</u>	<u>Overbore</u>

Was drive shoe used? ☒ ☐ N Shoe Depth 300'
Was drive shoe seal tested? ☒ ☐ N How? Pressure

8. CASING/LINER:

Casing	From	To	Depth	Material	Coupling	Valve	Thrust
<u>8"</u>	<u>110</u>	<u>210</u>	<u>200</u>	<u>Steel C</u>	<u>X</u>	<u>X</u>	<u>-</u>
<u>6"</u>	<u>200</u>	<u>250</u>	<u>250</u>	<u>Steel C</u>	<u>X</u>	<u>X</u>	<u>-</u>
<u>6"</u>	<u>250</u>	<u>300</u>	<u>250</u>	<u>Steel C</u>	<u>X</u>	<u>X</u>	<u>-</u>

Length of casing NA Length of Tail pipe _____
Packer X ☐ N Type K-Packer

9. PERFORATIONS/SCREENS PACKER TYPE
Perforation Method NA
Screen Type & Method of Installation Hamless Steel

From	To	Depth	Material	Notes
<u>250</u>	<u>300</u>	<u>250</u>	<u>Hamless</u>	<u>-</u>

10. FILTER PACK
Filter Material Wapacore From 200' To 250' Weight/Volume 6" to 8"

11. STATIC WATER LEVEL OR ARTESIAN PRESSURE
15' ft. below ground Artesian pressure ft.
Depth of water surface ft. Describe access point or control device _____

Moose Mtn Well

21362

Office Use Only
Well ID No _____
Inspected by _____
Twp _____ Rge _____ Sec _____
1/2 1/4 1/4
Lat _____ Long _____

12. WELL TESTS
☐ Pump ☐ Bailer ☐ Air ☐ Flowing Artesian
Flow Rate _____ Quantity _____ Pumping Unit _____ Test _____

Water Temp _____ Bottom hole temp _____
Water Quality test or comments _____

13. LITHOLOGIC LOG: (Describe repairs or abandonment) Writer

Depth	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
<u>12'</u>	<u>0</u>	<u>8'</u>	<u>Wind Blown Silt</u>		☒
<u>8'</u>	<u>10'</u>	<u>10'</u>	<u>ALLUVIUM</u>		☒
<u>10'</u>	<u>105'</u>	<u>105'</u>	<u>Angular Pebbles of</u>		☒
			<u>Quartzite; metamorphic</u>		
			<u>in matrix of clay</u>		
			<u>sand</u>		
<u>105'</u>	<u>170'</u>	<u>170'</u>	<u>Clay & shale</u>		☒
<u>170'</u>	<u>190'</u>	<u>190'</u>	<u>Gravel & coarse gravel</u>		☒
			<u>in clay</u>		
<u>190'</u>	<u>195'</u>	<u>195'</u>	<u>Limestone</u>		☒
<u>195'</u>	<u>305'</u>	<u>305'</u>	<u>Limestone, Dark Grey</u>		☒
			<u>weathered dark</u>		
			<u>yellow orange &</u>		
			<u>moderate yellow brown</u>		
			<u>& siltstone; trace</u>		
			<u>sand</u>		
			<u>fractured w/ more</u>		
			<u>water from 250 to</u>		
			<u>300</u>		

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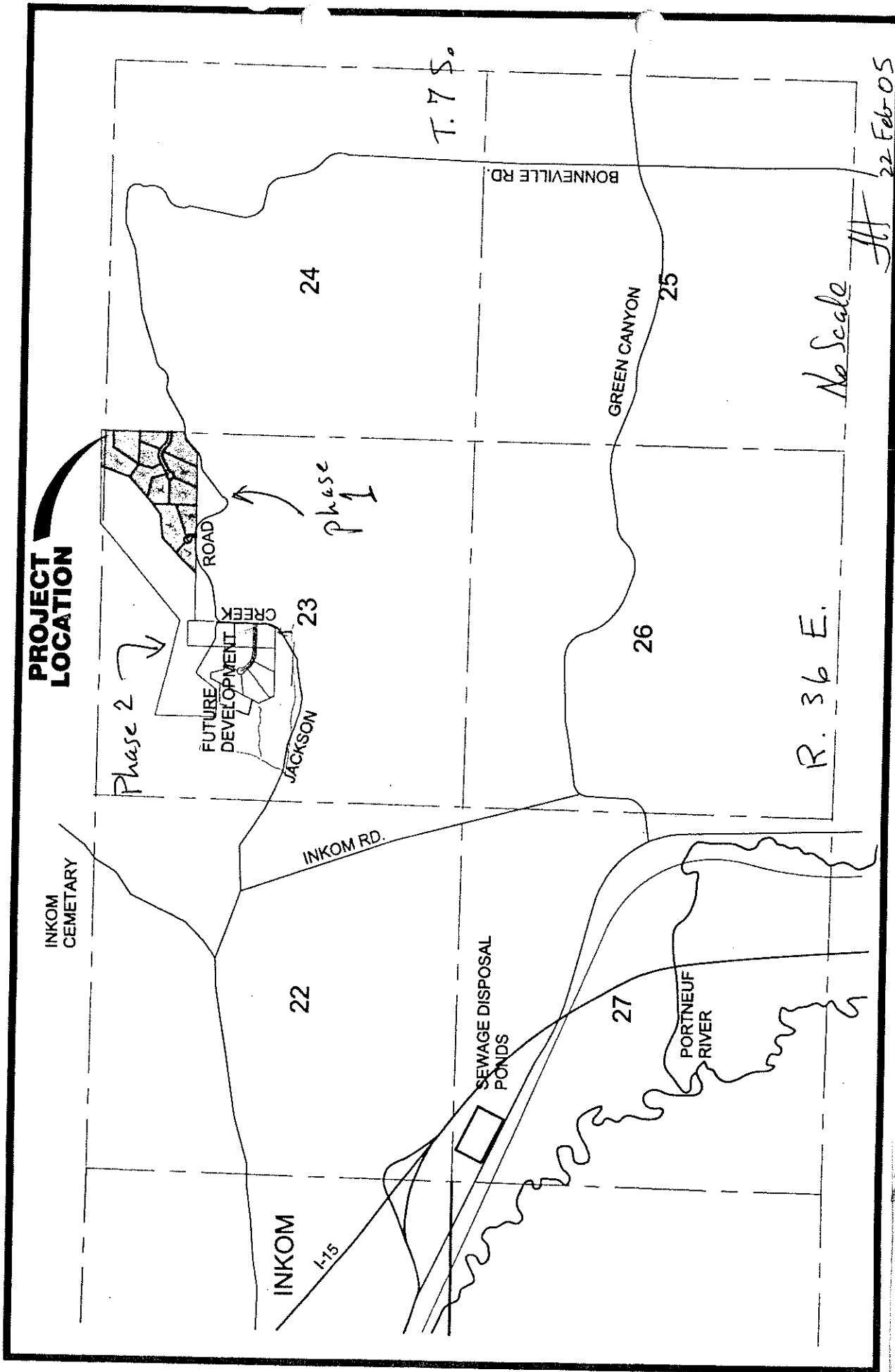
Department of Water Resources
Eastern Region

Contract No. 308 Modifications
Date Started 6-27-02 Date Completed 7-2-02

14. DRILLER'S CERTIFICATION
We certify that all minimum well construction standards were complied with at the time the well was installed: ABERDEEN, ID
Company Name Vollmer Well Drilling Firm No. 3583
Inspector Roger Hallen Date 05/15/02
and Joe, Vallin Date 7/02/02
Signature NA Date -
Signature of Licensed Operator _____
Operator License No. _____ Date of License _____

Enclosure D

Vicinity Map
Showing
Phase 1 and 2
Moose Mountain Subdivision



VICINITY MAP

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Department of Water Resources
Eastern Region

Enclosure E

Declaration of Covenants,
Conditions and Restrictions

Moose Mountain Subdivision

20318881

21362

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MOOSE MOUNTAIN SUBDIVISION

COPY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R's) (the Declaration) is made as of the 16 day of July 2003 by Stewart R. Nelson, the Declarant, address being 2630 North Inkorn Road, Inkorn, Idaho, 83245, with reference to the following facts:

- A. Declarant is the owner of real property known as Moose Mountain Subdivision, described as follows:

A parcel of land in the northwest quarter of Section 23, Township 7 South, Range 36 East, Boise Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 23, Township 7 South, Range 36 East, Boise Meridian, being marked with a Bannock County monument described in the Corner Perpetuation Instrument #870301 in the official records of Bannock County, being the true point of beginning; Thence south 89°25'50" east, along the north line of Section 23, a distance of 1236.57 feet; thence south 48°40'01" west a distance of 1216.71 feet; thence south 89°41'13" west a distance of 733.32 feet; thence south 00°18'47" east a distance of 524.46 feet; thence north 89°41'11" east a distance of 2573.74 feet; thence north 48°55'02" east a distance of 258.70 feet; thence north 87°16'52" east a distance of 82.22 feet; thence north 46°47'47" west a distance of 32.45 feet to the East line of Section 23; thence north 00°18'25" east along the East line of Section 23, a distance of 1134.11 feet to the true point of beginning.

Parcel contains 64.91 Acres, more or less.

- B. Declarant / predecessor of interest, has subdivided the above-described property, in accordance with Subdivision plat, to be approved by the Bannock County Board of Planning and Zoning, and which are filed con-currently herewith, in the Office of the County Recorder of Bannock County, State of Idaho.

- C. Declarant desires, by filing of this Declaration and the aforesaid Subdivision Plat, to submit the above-described property, and all lots within the above-described property and as shown on the Subdivision Plat, to the provisions of this Declaration of Covenants, Conditions and Restrictions, and hereby specifies that this declaration shall constitute covenants to run with all of 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.

Rec'd
2 August 2004

1 of 15

NOW THEREFORE, as part of the General plan for improvement of the above-described real property, the undersigned hereby declares said property subject to the Covenants, Conditions and Restrictions herein recited.

ARTICLE I
DEFINITIONS

Section 1.01: "Association" and "POA" shall mean and refer to the Moose Mountain Subdivision Homeowners Association, as further described herein below.

Section 1.02: "Property" or "Project" shall mean all the real property described above, consisting of all acreage and any and all additions to Moose Mountain Subdivision.

Section 1.03: "Lot" shall mean any plot of land or parcel shown upon any recorded subdivision plat of the property, with the exception of common areas.

Section 1.04: "Owner" shall mean the record owner of a fee simple title to any lot, which is a part of the Property, but excludes any person or entity, which holds an interest merely as security for the performance of an obligation.

Section 1.05: "Mortgage - Mortgagee - Mortgagor"; reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

Section 1.06: "Member" shall mean and refer to every person or entity that holds Membership in the Association. An owner must be a member of the Association.

Section 1.07: "Family" shall mean a group of natural persons related to each other by blood, or legally related to each other by marriage or adoption.

Section 1.08: "Common Area" shall mean property owned by the Association for the common use and benefit of the members of the association.

Section 1.09: "Management Committee" or "Committee" shall mean the Declarant herein, or its successors and assigns, as the same are appointed pursuant to the provisions of Article VI, herein.

Section 1.10: "Open Space" shall mean and refers to land restricted from further subdivision but initially owned by the Declarant.

ARTICLE II
CLASSIFICATION OF PROPERTIES

The property in the subdivision shall be considered in three classifications, namely Dwelling Lots, Common Lots, and Open Space.

Dwelling lots shall be utilized by the owners thereof subject to the Covenants, Conditions and Restrictions set forth below, as well as any other requirement or restriction of applicable municipal, county, state or federal laws or regulations.

The Common Area of the project consists of streets and the water system, including the well, well lot, well lot fence, and water storage tank.

Open Space is designated on each lot as Non-Buildable Area and includes those lots to be retained by the Declarant.

ARTICLE III
MEMBERSHIP

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, shall be a member of the Association. The foregoing does not include persons or entities that 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 a Lot, which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for membership.

ARTICLE IV
MANAGEMENT

Performance of the duties and obligations of the Association shall be done by the Management Committee. The Committee shall have the duties, power and authority, to perform the following acts, among others:

- 1.) Levy Assessments, in the manner set forth below, for the following purposes, among others: maintenance of common fence and the water distribution system, including the reservoir and well.
- 2.) Provide for, or contract for snow removal from the Well Lot, and such repairs, maintenance or alteration as from time to time may be necessary; and enforce, in the manner described below, these Covenants, Conditions and Restrictions.
- 3.) The above-stated itemization of powers, authorities, duties and obligations of the Association and/or its Management Committee are not exclusive. The Association may undertake such further duties and responsibilities as may become reasonable or necessary, and as may be approved by the Members, from time to time, in accordance with voting procedures set forth herein.

ARTICLE V
VOTING RIGHTS

Members of the Association, as defined in Article III, above, shall have voting rights in the management of the Association, in the formation of its Management Committee, and election of Members to the Management Committee.

Each person or entity that 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 the Declarant, shall have one vote for each lot owned by that person or entity.

In the event that one lot has more than one record owner, it is understood that there will only be one recognized vote for that lot.

ARTICLE VI
MANAGEMENT COMMITTEE

Initial Management Committee: Until such time as the Declarant has sold 10 lots in the project, the Declarant shall be the Association Management Committee, and shall exercise the rights and duties thereof. The Declarant reserves the right to approve an election for a Successor Management Committee prior to selling 10 lots.

Successor Management Committee: At such time as 10 lots are sold, the members of the association, as defined in Article III, shall hold an election for a Successor Management Committee, to consist of no less than three (3) members, one of whom may be the Declarant. If the Declarant so desires, the members of the association may, with the Declarant's approval, hold an election for a Successor Management Committee prior to such time as when the Declarant has sold 10 lots. The association may at that time adopt such by-laws, rules or regulations as it may deem reasonable or necessary, addressing the terms of office of management committee members, resignations, terminations and the like.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Obligation of assessments: The Declarant, for each lot owned by it within the Project is not liable for any quarterly assessments or any special assessments. Each owner of any Lot, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in any such deed or instrument of conveyance, is deemed to covenant and agree to pay to the Association (1) quarterly assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The quarterly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be

4

a charge upon the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 7.02. Purpose of Assessments: The assessments levied by the association shall be used for the following purposes, among others: maintenance of common fencing on the project, and for the operation and maintenance of the culinary water distribution system, including well, pumps, piping system and reservoir.

Section 7.03. Basis and Maximum of Annual Assessment: Until the Management Committee, whether in the person of the Declarant or a Successor Committee, provides otherwise, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per lot. The maximum annual assessment may be changed; effective January 1 of each year, without a vote of the membership, in conformance with the appropriate expenditure record of the previous year, adjusted in accordance with expected expenditures for the following year. After consideration of current maintenance costs and future needs of the Association, the Management Committee may fix the annual assessment at an amount sufficient to fulfill the needs of the Association. Whenever annual assessments are increased or decreased, the Management Committee shall provide to each member a summary of the record of expenditures of the prior year, and a statement of the basis of expected expenditures for the following year upon which the change in annual assessment is based.

Section 7.04. Special Assessments: In addition to the annual assessments authorized above, the Management Committee may levy in any assessment year, such special assessments, applicable for that year only, as may be necessary for the following purposes, among others: paying the cost of any construction or reconstruction, unexpected repair or replacement of or to the streets within the project (including any required repairs to areas where streets cross irrigation canals), maintenance and repairs of the entryways, the perimeter fence around the well house or reservoir, and the culinary water distribution system, including the well and reservoir.

Section 7.05. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all lots on the date of closing when initially sold or transferred by the Declarant.

Section 7.06. Effect of Non-Payment of Assessments; Remedies of the Association: Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within 30 days after due date, the assessment shall bear interest from the date of delinquency at the rate of twelve

150
per cent (12%) per annum, and the Association may bring an action of law against the property. Costs, interest, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets, or abandonment of his lot.

Section 7.07. Professional Management: It shall be within the authority of the Management Committee without vote of the membership to contract for professional management of the Association, and to assess the members under the other provisions for assessment herein, to pay for such management. Under this provision the Professional Manager would be responsible only to the Management Committee for the performance of his or her duties, and any request for his or her services or complaints shall be referred to the Management Committee.

ARTICLE VIII IMPROVEMENTS

Section 8.01. Streets: The Declarant is obligated to, and has or will, provide streets to each Lot in the Project, in accordance with the standards set by Bannock County, State of Idaho. Repair and maintenance of the streets shall be performed by Bannock County upon recordation of the Final Plat.

Section 8.02. Central Culinary Water Distribution System: The Declarant will be obligated to pay for installation of a public well, reservoir, and culinary water distribution system to each lot. The entire water distribution system will be owned by and become the responsibility of the Home Owner's Association when the installation of the system is complete. There will be a hook-up fee of \$500 per lot for culinary water. There will be a Water Service Fee of \$15 per month for the first 25,000 gallons (\$0.60 per 1000 gallons). Lot owners not using their Water Shares are not exempt from this fee. Water usage above 25,000 gallons per month shall be charged \$1.00 per additional 1000 gallons up to a total of 45,000 gallons. Thereafter, an additional fee of \$1.50 per 1000 gallons beyond 45,000 gallons per month will be assessed.

Section 8.03. Other Utilities: Declarant will be obligated to pay for installation of electricity lines, and telephone. Connection by lot owners to such trunk lines will involve payment of connection fees by the lot owner, which fees will be paid to the providers of such services, whether Bannock County or other public agency, and to the provider of electrical, and telephone service, whether Idaho Power, Qwest or other utility. Payment of such connection fees will or may result in refund of the installation costs advanced by Declarant. Such refunds shall be the sole right and property of Declarant hereunder.

Idaho Power and Light may require that Declarant enter into a maintenance contract, which will require an annual maintenance fee. Said

Contract will be assigned to the Moose Mountain Subdivision Homeowner's Association, and said Association shall be responsible for payment of the annual maintenance fee. Funds for such fee shall be contributed by the members of the association, as defined in Article 3, and funds may be assessed and collected in the same manner as provided herein for other maintenance, and shall be subject to the same lien and collection procedures as set forth in Article 7 hereof.

ARTICLE IX
ARCHITECTURAL CONTROL

Section 9.01. Architectural Control Committee: There shall be an Architectural Control Committee, initially the Declarant, then, at such time as a Successor Management Committee is elected, three (3) owners of Lots in the project whom can be members of the Management Committee, shall be appointed by the Management Committee. If the Management Committee is unable to find three (3) willing Lot owners to serve on the Architectural Control Committee, the Management Committee may appoint a professional. No member of the Architectural Control Committee may be compensated for services performed pursuant to this Declaration. However, the Architectural Control Committee may, at its discretion, employ an outside professional architect or engineer, or other consultant or professional, to assist it in its functions, and a reasonable fee may be charged to the lot owner for such services, in which event the provisions Article VII shall be applicable. No member of the committee shall be liable to any person for his for her decisions or failure to act in making decisions as a member of the Committee.

Section 9.02. Scope: No building, residence, dwelling, garage, carport, wind generation device, accessory building or fence, wall, non-living screen or any other structure or landscaping shall be commenced, erected, placed or meaningfully altered on any lot until the plans, specifications and plot plans showing the location and nature of such structure, building, landscaping or other improvement or meaningful alteration have been submitted to and approved in writing, by the Architectural Control Committee, which may consider factors as (but not limited to) the quality of workmanship and materials, design, harmony of external design with existing project, structures, location with respect to topography and finish grade, elevation, preservation and enhancement of the natural beauty of the area and safety.

The committee may condition such approval on the lot owner depositing cash in the sum of not to exceed Five Hundred Dollars (\$500.00) with the Architectural Control Committee, the purpose of which shall be to further ensure that the lot owner (1) fulfills his responsibility to keep his lot in a condition so as to prevent the rubbish and debris which accumulates during the construction process from blowing, or collecting on neighboring lots, and (2) reasonably cleans up his lot at or near the completion of the construction process. If the lot owner fails in either of these two responsibilities, the Architectural Control

ARTICLE X

GENERAL RESTRICTIONS AND REQUIREMENTS

Section 10.01. Land Use and Building Type: All lots shall be used exclusively for single family residential purposes. Except as may be specifically approved as provided in Article IX hereof, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, one building for garage and one barn, unless otherwise approved by the Architectural Control Committee. No lot may be divided, subdivided or separated into smaller parcels. Any building, being constructed, must be complete on the exterior, Eighteen (18) months from the starting, date of construction of the building.

Section 10.02. Dwelling Size and Materials: No single story dwelling shall be constructed, altered, placed or permitted to remain on any lot unless the main floor area, exclusive of basement, open porches and garages, is 1,300 square feet or greater. No two story dwelling shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor and other floors, exclusive of basements, open porches and garages is a total of 1,800 square feet or greater. No structure shall have a height greater than two stories, excluding basements. No structure shall, without written approval, have a height greater than 35 feet above ground level. If the structure has a walkout basement on one side, this is still considered a basement and the structure may be two full stories above this. All dwellings shall be constructed on-site.

All dwellings must have a street-side landscaping plan approved by the Architectural Control Committee at the time of approval of building. These plans will extend the entire street-side length of the building and will have a minimum depth from the building of 30 feet. Use of plant native materials and stone are highly encouraged. This landscaping plan must be completed within the 18 months along with the building exterior. The Committee may approve a home of a size smaller than as provided herein only where, after considering all relevant factors, it is determined to be clearly as unreasonable, under the given circumstances, to require the larger size home.

Section 10.03. Building Location: No building walls or foundation shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building set-back described under prevailing county Zoning. Notwithstanding, any zoning requirements to the contrary, except where special written approval is first given, no building shall be located on any Lot nearer than 30 feet to the front (street-side) line, or nearer than 20 feet to any side lot line, or nearer than 20 feet to the rear lot line.

Section 10.04 Irrigation Restrictions: Each lot is allowed to irrigate up to 1/3 acre of landscaping. Lots with even numbered addresses are allowed to irrigate on Monday, Wednesday, and Friday. Lots with odd numbered

1/3rd
acre →

159
addresses are allowed to irrigate on Tuesday, Thursday, and Saturday. Irrigated acreage allowance and irrigation days allotted may be changed on an individual basis after review by the Management Committee. Irrigated acreage may not exceed legal limits or 1/3 acre per Lot, whichever is less.

Section 10.05. Nuisances. Unreasonable Annoyance and Noxious Activities: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the neighborhood. (Dogs that continually bark or music loud enough to annoy adjoining landowners would be examples of unreasonable annoyances.) Except for legitimate construction and maintenance purposes, no excessively loud noises shall be permitted in the project. Recreation vehicles (i.e. ATV's) will be operated with the consideration of residents of the project in mind and not be allowed to use the streets of Moose Mountain Subdivision as a "racetrack". Use of firearms is highly discouraged inside the project.

Any area of disturbed ground, which is not a driveway, must be revegetated with grass or the Big Game Winter Range mix recommended by the Idaho Fish and Game. Lot owners shall control all noxious weeds within their Lot boundary. After due notice is given, failure to comply or remedy a violation is subject to the remedies in ARTICLE XII.

Section 10.06. Signs: No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any lot without written approval having been first obtained from the Architectural Control Committee; provided however, that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale, or which identifies the residents owners. The Association may cause all unauthorized signs to be removed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the residence and or lots.

Section 10.07 Animals: Animals kept on the property shall be for recreational use only. Absolutely no commercial use may be made of any animal, including renting leasing, or sale. Animals will be limited to Horses, Dogs and Domestic Cats, with a maximum of five (5) total animals per lot. Written approval from the Association Management Committee is required to exceed these animal limits. Lot owners shall at reasonable intervals remove animal excretions from the Lot, to a location outside the project. Each owner shall, in so doing, be responsible for observance of any law, ordinance or regulation that may be applicable to such disposal.

Section 10.08. Rubbish and Unsightly Debris, Etc.: Notwithstanding any other provision in the Declaration, no owner shall allow his lot to become so physically encumbered with rubbish, unsightly debris, weeds, equipment or

9

other things or materials so as to constitute an eyesore as reasonably determined by the Association. Within 20 days of receipt of written notification by the Association of such failure, the owner shall be responsible to make appropriate corrections.

Section 10.09. Temporary Structures, Etc.: No structure of a temporary character, or trailer, camper, tent, shack, garage or other outbuilding shall be used on any lot at any time as residence, either temporarily or permanently, unless approved in writing, by the Architectural Control Committee; provided however, that this section shall not be applicable to temporary structures utilized during construction of a dwelling on the Lot, not to exceed 18 months in duration.

Section 10.10. Non-Residential Uses Prohibited: No part of the property shall be used for any commercial, manufacturing, mercantile, vending, or other such non-residential purposes; provided however, that professional and administrative occupations may be carried on within the residence so long as there exists no meaningful external evidence thereof. Leasing of the property must be approved by the Management Committee. The Declarant, its successors or assigns, may use the property for a model home site, display, and sales office during the construction and sales period.

Section 10.11. Drilling Operations: No oil drilling, oil development operations, exploration, oil refining, quarrying, or mining, operations of any kind shall be permitted upon any lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in drilling boring for oil, natural gas or water, be erected, maintained or permitted on any lot.

Section 10.12. Fences and Walls, Hedges and Screens: No walls or nonliving screen shall be constructed on any lot without written approval first having been obtained from the Architectural Control Committee.

Front yard fences, walls and nonliving screens are discouraged and require prior approval before construction. Such fences, walls and screens may be approved following careful scrutiny by the Architectural Control Committee.

Section 10.13. Environmental Concerns: The winter months (i.e. December-March) require special consideration. It will be understood by the residents of Moose Mountain Subdivision that they are living in a Wildlife Winter Range. It is expected that during the winter month's motor vehicle traffic will be at a minimum.

Lots, where possible, shall provide a means for wildlife to traverse. The land shall be left in its natural state, with the exception of reasonable yards, trees, shrubs and the like for aesthetic purposes. Vegetable gardens for use of the lot owner only are permitted. A maximum of 40% of the property may be

disturbed from its natural habitat. A maximum of one third (1/3) of one acre can be irrigated on any one lot. No commercial agriculture or gardening, or sale of produce shall be permitted.

ARTICLE XI EASEMENTS HILLSIDE DISTURBANCE AND FLOOD CONTROL

Section 11.01. Utility Easements: Easements for drainage and snow removal, installation and maintenance of drainage facilities and public utilities are generally reserved over the front, rear, and side 10 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with or damage utilities or drainage facilities. However, the Committee may approve a structure such as a fence or landscaping where constructed at the Lot Owner's risk of having it dismantled, removed or destroyed where necessary because of drainage or utility servicing, installation, alteration or maintenance. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible to maintain. All roads and common areas shall have a general blanket easement for utility installation.

Section 11.02 Fire Control Easement & Responsibility: Each homeowner will provide as part of their landscape, a firebreak around their home in case of a brush fire. Also, there is an existing, easement across all lots for firebreak equipment to disturb any of the lots upon demand to stop a brush fire from spreading

Section 11.03. Flood Control Responsibility: Construction of berms, channels or other flood control facilities is the sole responsibility of the lot owner and shall be done in accordance with flood control district plans approved by Bannock County. Any such construction shall commence at the time the lot is graded or otherwise altered from its natural state. The grade of any lot shall not be changed by more than one (1) percent during construction without prior approval of Bannock County and the Architectural Control Committee. Culverts, where driveways meet roadway, shall be installed at the start of construction.

ARTICLE XII VIOLATIONS

Section 12.01. Committee's Power of Enforcement: Enforcement of the provisions of this Declaration shall be accomplished by any lawful means, including proceedings at law or in equity, against the person or persons violating or attempting to violate any provision herein, either to restrain violation, compel compliance, or recover damages. The violator shall be required to pay any and

all expenses incurred therein. No liability shall attach to the Committee in acting pursuant to the provisions of this Declaration.

Twenty (20) days after receiving written notice, If a lot owner fails to remedy a violation, the Association may (in addition to any other lawful remedies available) cause such violation or condition to be remedied, and the cost thereof shall be deemed a special assessment against the owner of the lot, and which shall be subject to levy enforcement and collection in accordance with the assessment lien procedure provided for in Article VII.

Failure to comply with any of the provisions in this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limitation, recovery of damages, injunctive relief, foreclosure of lien, or any combination thereof. Failure on one occasion to enforce any provision hereof shall not be deemed a waiver of the right to enforce said provision or any other provision hereof.

Section 12.02. Enforcement by Others: Additionally, and after reasonable notice in writing, an owner not at the time in default hereunder, shall have the option of bringing an action for damages, specific performance or injunctive relief against a defaulting owner. Any judgment entered in such case shall include an award of reasonable attorney's fee to the prevailing party.

Section 12.03. Rights of Entry: The committee shall have a limited right of entry in and upon all lots and the exterior of all residences for the purpose of taking corrective action that it may deem necessary and proper. Nothing, in this Article shall in any manner limit the right of the owner to exclusive control over the interior of his residence.

1513
ARTICLE XIII
DURATION AND AMENDMENT

Section 13.01. Duration: This Declaration shall continue in full force and effect for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Recorder, which declaration must meet the requirements of an Amendment, as set forth here-in-below. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any lot from membership in the Association so long as this Declaration shall continue in full force and effect.

Section 13.02. Amendment: Notice of the subject matter of a proposed Amendment to this Declaration is reasonably detailed form shall be included in the notice of any meeting of the Owners at which meeting such amendment is to be discussed.

No amendment to this Article XIII shall be effective unless approved in writing by all of the record holders of all encumbrances on all lots in the Project at the time of such amendment and by not less than seventy-five percent (75%) of the record owners of all lots at the time of such amendment, including lots owned by the Declarant.

All other amendments shall be effective only upon written approval by not less than seventy-five percent (75%) of record owners of all lots in the Project at the time of such amendment.

Notwithstanding, any of the foregoing, the Declarant may at any time amend this Declaration to qualify the Project with lending, institutions and until the close of escrow established for the sale by the Declarant of its last lot in the Project (including lots in any annexations thereto), Declarant shall have the sole right to terminate or modify this Declaration by recordation of a supplement hereto, setting forth such termination or modification. "The close of escrow" shall be deemed to be the date upon which a deed conveying the lot is recorded. It is anticipated that additional property and lots will be annexed to Moose Mountain Subdivision and share in the ownership of the Common areas including the culinary water distribution system. Each owner of any lot, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in any such deed or instrument of conveyance, is deemed to Covenant to accept any and all annexations such as Declarant may make.

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ARTICLE XIV
MISCELLANEOUS AND GENERAL PROVISIONS

Section 15.01. Severability: Invalidity of any one of these covenants or any portion thereof by judgment or court order shall in no way effect any of the other provisions of this Declaration.

Section 15.02. Singular Includes Plural: Whenever the context of the Declaration requires the same, the singular shall include the plural, and the masculine shall include the feminine.

Section 15.03. Liability: Neither the Declarant, the Management Committee, their assignees, delegates, nor the Architectural Control Committee shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

Section 15.04. Annexation of Additional Property: Any real property may be annexed to the Project in the discretion of the Declarant. Such real property shall be made subject to this Declaration at the time that it is annexed.

Section 15.05 Wildlife Indemnity: As the Project is being constructed in a wildlife area, Lot owners should expect wildlife in the area and upon the Lots, and neither the Declarant, the Management Committee, their successors, delegates, assigns, or the Architectural Control Committee, nor any member thereof, shall have any responsibility for any damage caused by wildlife, or for removal of wildlife from the Project.

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IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

Stewart R. Nelson
Stewart R. Nelson

STATE OF IDAHO

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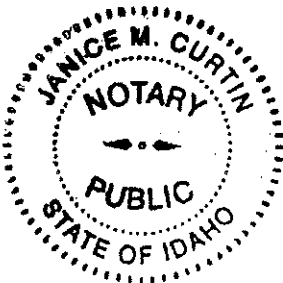
County of

On the 16 day of JULY 2003, personally appeared before me Janice M. Curtin, who being by me duly sworn did say for himself that he is Stewart Nelson, Developer of Moose Mountain Subdivision.

Janice M. Curtin
Notary Public

My commission Expires

Residing, at: Bannock County



20318881

PMES
RECORDED AT REQUEST OF
FEE 45 DEPUTY PP

2003 JUL 16 AM 9 58

OFFICIAL RECORD BK# 834
COUNTY RECORDER
BANNOCK COUNTY IDAHO

Enclosure A

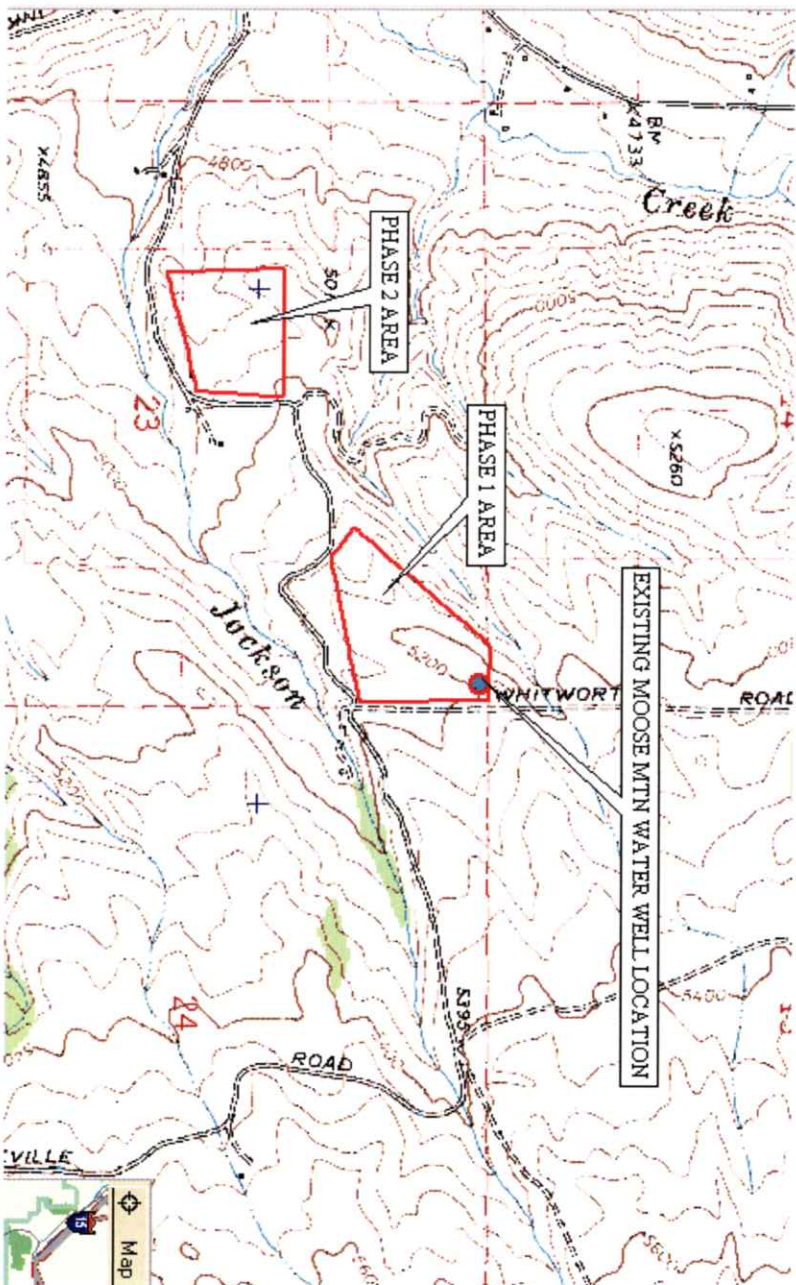
Application for a Permit

Addition of Two Domestic Water Users
for the
Moose Mountain Subdivision
IDWR Form 202

and

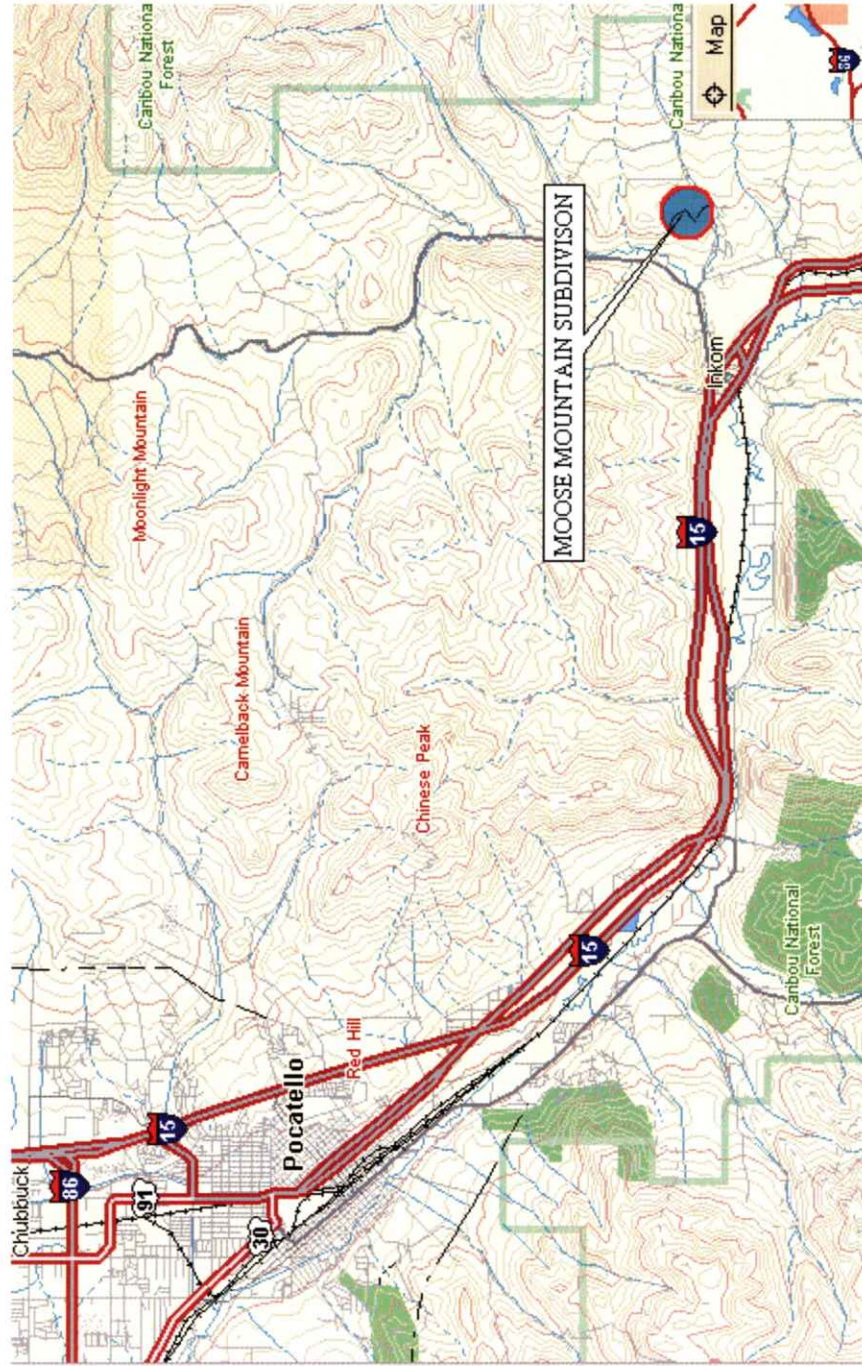
Two Location Maps

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Location map showing Phase 1 and Phase 2 and the existing water well location for the Moose Mountain Subdivision



General location map for the Moose Mountain Subdivision