

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 13 2024

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP DEPT. OF WATER RESOURCES
EASTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-13414	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Grandview Land Co.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Hiddenwaters Homeowners Association
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- P. O. Box 1019 Victor ID 83455
Mailing address City State Zip
307-413-4570 grcisco4570@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: GP Cusco Director - Hiddenwaters HOA 5/8/24
Signature of new owner/claimant Title, if applicable Date
Gregory Cusco
Print name

Signature: _____
Signature of new owner/claimant Title, if applicable Date

Print name

For IDWR Office Use Only:

Received by JB Date 5/13/2024 Receipt No. E0500068 Receipt Amt. \$25. -
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by JB Processed by JB Date 6/11/2024

191674 SEP18 07 PM 2 25

AFTER RECORDING MAIL TO:

Grandview Land Company
PO Box 6309
Jackson, WY 83002

Instrument # 191674

TETON COUNTY, IDAHO

2007-09-18 02:25:00 No. of Pages: 2

Recorded for: GRANDVIEW LAND COMPANY

MARY LOU HANSEN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

CORPORATE WARRANTY DEED

File No.: 221497-T (lm)

Date: September 12, 2007

For Value Received, Grandview Land Company, a Wyoming Corporation, a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby grant, bargain, sell and convey unto Hiddenwaters Home Owners Association, Grantee, whose address is PO Box 6309, Jackson, WY 83002, the following described real estate, to wit:

ALL PROPERTY IDENTIFIED AS COMMON AREA ON THE FINAL PLAT FOR HIDDENWATERS PLANNED UNIT DEVELOPMENT, TETON COUNTY, IDAHO, AS THE SAME APPEARS ON THE AMENDED MASTER PLAN/FINAL PLAT THEREOF RECORDED JULY 13, 2006, AS INSTRUMENT NO. 178533.

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

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

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President this 18 day of September, 2007.

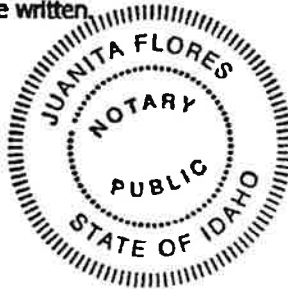
Grandview Land Company, a Wyoming
corporation

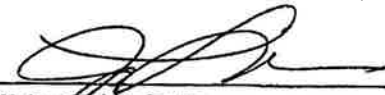

By: Brandon Harrison, President

STATE OF Idaho)
ss.
COUNTY OF Teton)

On this 18th day of September, 2007, before me, a Notary Public in and for said State, personally appeared **Brandon Harrison**, known or identified to me to be the President of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




Notary Public for the State of Idaho
Residing at: rigas
My Commission Expires: 3/2010

MY COMMISSION EXPIRES: 6/30/2010

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ED 016	08/2003
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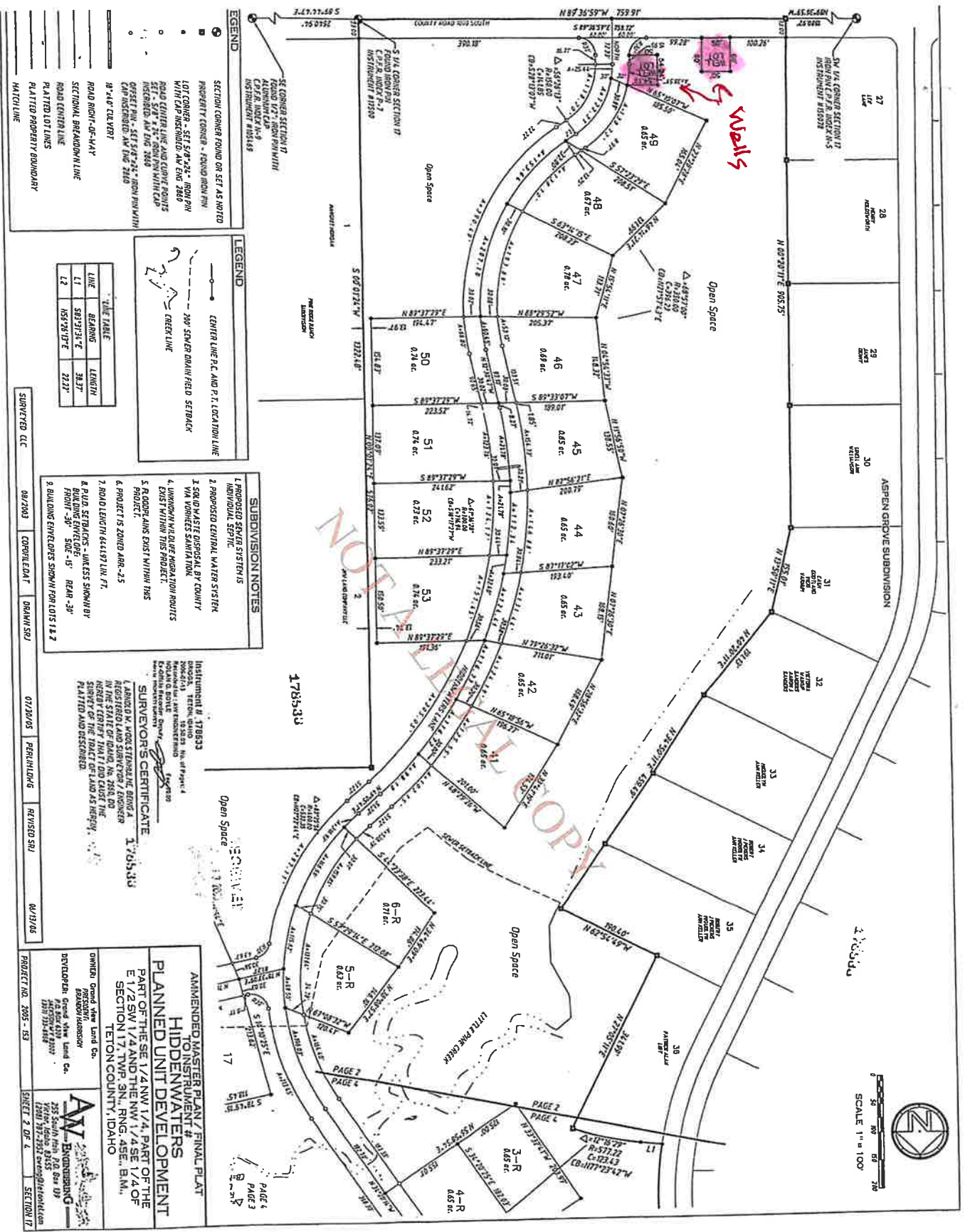
1000

11

1

100

8



LEGEND

SECTION CORNER ROUND OR SET AS NOTED

PROPERTY CORNER - FOUND ROCK PIN

LOT CORNER - SET 2" X 24" - ROUN PIN WITH CAP INScribed, AND END 2860

ROAD CENTER LINE AND CURVE POINTS

SET - SET 1/2" ROUN PIN WITH CAP INScribed, AND END 2860

OPEN PIN - SET 3/4" X 24" - ROUN PIN WITH CAP INScribed, AND END 2860

W - 1/4" CULVERT

ROAD RIGHT-OF-WAY

SECTIONAL BOUNDARY LINE

ROAD CENTERLINE

PLATTED LOT LINES

PLATTED PROPERTY BOUNDARY

WATER LINE

LEGEND

CENTER LINE P.C. AND P.T. LOCATION LINE

200' SPACED DRAIN FIELD SETBACK

CREEK LINE

VALUE TABLE

LINE	BEARING	LENGTH
L1	S89°31'34"E	38.37'
L2	S52°29'17"E	22.27'

SUBDIVISION NOTES

1. PROPOSED SEWER SYSTEMS
2. PROPOSED CENTRAL WATER SYSTEM
3. SOLID WASTE DISPOSAL BY COUNTY VIA VORHIES SANITATION
4. UNKNOWN WILDLIFE MIGRATION ROUTES EXIST WITHIN THIS PROJECT.
5. A. ROAD LANS EXIST WITHIN THIS PROJECT.
6. PROJECT IS ZONED AGR-2.5
7. ROAD LENGTH 64,197' LK. FT.
8. ROAD SETBACKS - UNLESS SHOWN BY BUILDING ENVELOPE - 30' REAR - 30' FRONT - 50' SIDE - 50' REAR - 30'
9. BUILDING ENVELOPES SHOWN FOR LOTS 11 & 2

SURVEYOR'S CERTIFICATE

178533

I, ARNOLD W. WOODS, STATE OF IDAHO, A REGISTERED LAND SURVEYOR, LICENSE NO. 178533, DO HEREBY CERTIFY THAT THE PLATTED AND DESCRIBED

AMENDED MASTER PLAN / FINAL PLAT TO INSTRUMENT # HIDDENWATERS PLANNED UNIT DEVELOPMENT

PART OF THE SE 1/4 NW 1/4, PART OF THE E 1/2 SW 1/4 AND THE NW 1/4 SE 1/4 OF SECTION 17, TWP. 3N., RING. 45E., E. 1M., TETON COUNTY, IDAHO

DRAWN: David Lee Land Co.
DEVELOPER: David Lee Land Co.
PROJECT NO. 2005-553

AW **BRIDGEMAN**

178533

SECTION 17

177742

RECEIVED

JUN 13 2006

TETON CO., ID
CLERK RECORDER

DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

Instrument # 177742

DRIGGS, TETON, IDAHO

2006-06-13

02:53:24 No. of Pages: 27

Recorded for : A W ENGINEERING

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS

HIDDENWATERS

This is a Declaration of Protective Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this 1st day of June, 2006, by **GRANDVIEW LAND COMPANY** a Wyoming Corporation, herein referred to as "Declarant."

ARTICLE I - PURPOSE AND DECLARATION

Declarant is the owner of certain real property located in Teton County, Idaho, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof, and which is hereinafter referred to as the "Property." The Property is a highly desirable residential area, having great scenic and natural value, and Declarant is adopting the following Protective Covenants, Conditions and Restrictions to preserve and maintain the desirable qualities, and the scenic and natural values of the Property for the benefit of all owners of the Property.

Declarant hereby declares that the Property, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following Protective Covenants, Conditions and Restrictions, which are sometimes referred to herein as the "Covenants." The Covenants shall run with the Property and any portion thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any part thereof, and shall inure to the benefit of every owner of any part of the Property.

ARTICLE II - DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

a. "Association" shall mean the Hiddenwaters Homeowner's Association, a nonprofit corporation or association, composed of the Owners of Lots in the Subdivision, established to administer and enforce the terms and conditions of these Covenants, administer the Property and provide the Common Services.

b. "Board" shall mean the Board of Directors of the Association.

P/Speccorp/Hiddenwaters.7/5/05

177742

n. "Structure" shall mean anything built or placed on the ground, not including landscaping or underground installations.

o. "Subdivision" shall mean the Hiddenwaters Subdivision, and may sometimes be referred to herein simply as "Hiddenwaters".

p. "Subdivision Plat" or "Plat" shall the official plat of the Hiddenwaters Subdivision recorded in the Office of the Clerk of Teton County, as it they be amended from time to time.

ARTICLE III - HOMEOWNER'S ASSOCIATION

3.1 **Formation.** A non-profit homeowners association created by the Declarant shall have as its members all Owners of Lots. The rights, duties, assessments, and other obligations of the Association and its members and Board of Directors shall be governed by these Covenants and by any Articles of Organization or Bylaws adopted as part of its formation - insofar as it relates to internal governance procedures such as scheduling meetings, notices, quorum, voting procedures, proxies, etc.

The Owners do not otherwise constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, through the Board of Directors or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the Articles of Organization, the Bylaws or by applicable law.

3.2 **Membership.** Every Owner shall be a member of the Association. Membership in the Association shall be appurtenant to each Lot and shall not be subject to severance from the ownership of such Lot. The combined ownership of each Lot shall constitute one member for purposes of voting.

3.3 **Members Voting.** Except as may otherwise be provided in these Covenants or the articles of organization of the Association or its bylaws the Owner(s) owning each Lot shall have one vote for each Lot owned to cast upon any matter to be decided by a vote of the Owners entitled to vote on a particular matter. If there is more than one person or entity owning a Lot or Lots, the vote of such members shall be cast as determined by the owners of such lot. In the event of any dispute among joint owners of a Lot, the Board shall have the right to disqualify such members from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such members' vote.

3.4 **Board of Directors of the Association.** The management of the business and affairs of the Association, the management and maintenance of the Property and providing all Common Services shall be the sole responsibility of the Board of Directors.

177742

mail, by ordinary first-class mail or otherwise deliver a summary of the budget to all the members.

3.9 Duties of the Board. The Board shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions to do and perform each of the following for the benefit of the Owners, and for the maintenance, administration and improvement of the Property and the Common Roads and providing the Common Services, as may be required or appropriate:

(a) **Receive, Hold and Maintain Property.** The Board shall be obligated to and shall accept title to any real property or interest therein, including improvements thereon (such as the Common Roads, Open Space Common Area or easements for siting the central water supply, storage and distribution system or any other property), or to any personal property or equipment existing on the Property when, as and if granted or furnished by Declarant (such as the central water system or any other commonly used utility system or roadways). The Association shall also be obligated to and shall accept the benefits and burdens associated with any water rights, licenses, easements or other instruments conveying rights in and to real property made by Declarant. In each and every instance, the Association shall hold the title, interest or rights granted, furnished or conveyed for the benefit of its members and shall maintain and preserve the same for the benefit of its members. With respect to any such property or rights, and any other property or rights acquired or held by the Association, the Board shall be obligated insofar as applicable in the particular circumstance to pay all rents, fees, taxes and assessments relating to, and necessary to preserve therein, and provide for the best and highest quality care, operation, management, insurance, maintenance, repair and placement of the same; including but not limited to all roads, trails, buildings, the water supply, storage or distribution system, other commonly used utility systems, etc..

(b) **Provide the Common Services.** The Board shall provide or procure all of the Common Services benefiting the Property, and any of the Lot Owners, as generally described herein. It may engage the services of a manager or other contractors, and enter into agreements with any party, as it deems appropriate, to provide such Common Services.

(c) **Assessments.** The Board shall establish a budget for providing the common services and otherwise administering these Protective covenants and carrying out the functions and duties specified or reasonably implied herein and shall assess the Lot Owners their appropriate and equitable share of such amounts and bill and collect such amounts.

(d) **Insurance Function.** The Board shall be obligated to and shall obtain and keep in full force and effect at all times at least the following insurance coverage. The Board shall obtain casualty insurance with respect to all insurable property of the Association insuring the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief. The Board shall obtain broad form comprehensive liability insurance coverage, covering both public liability and automobile liability relating to all Association functions, including all Common Services, and all Common Facilities and Amenities, with limits of not less than \$1,000,000 for each person and not less than \$2,000,000 for each occurrence and with property damage limits of not less than \$500,000 for each accident. The Board shall

177742

approve, vote for, enter into and to sign as agent on their behalf and deliver any instrument, petition or other document necessary to effect any of the foregoing as if it had been done by the Owner.

ARTICLE IV - PROPERTY RIGHTS AND EASEMENTS

4.1 Reserved Easements. Declarant hereby reserves to Declarant, its successors and assigns, the Association, and all Owners of Lots the following easements over and across the Lots and the Property which shall pass with the title to every Lot or other land within the Property notwithstanding the fact that such easements are not depicted upon the Subdivision Plat or described within the deed of conveyance to a Lot or to any part of the Property:

4.1.1 Easements for Utilities. In addition to easements shown on the Plat, Declarant hereby reserves to itself, its successors and assigns, the Association and all benefited Owners, perpetual easements ten (10) feet in width: (1) on each side of the boundary line along the entire perimeter of each Lot and anywhere within the Open Space Common Area, for the purpose of constructing, maintaining, operating, relocating, replacing, enlarging, and repairing water lines, electric, telephone, water, irrigation, and similar lines, pipes, wires, conduits, headgates, ditches, fences, watercourses and fire or other storage ponds, recharge wells and pumping facilities; and (2) everywhere within the Subdivision, for the purpose of installing and maintaining water wells, water storage facilities, water lines and related equipment and facilities as may be necessary to serve Lots and to provide Common Services.

4.1.2 Easements for Common Roads and Pathways. As set forth on the Subdivision Plat, Declarant hereby reserves to itself, its successors and assigns, including all Owners and the Association, perpetual easements across the Common Roads for access to the Lots and the Common Facilities and Amenities, and across the Open Space Common Area for pathway purposes. The easement for the pathways, if any, shall permit only the Lot Owners and their family members and invitees accompanied by them, to enter upon and use such areas - for pedestrian use only. No vehicles (motorized or otherwise) including bicycles, skateboarding or rollerblading, shall be permitted on the pathways.

4.1.3 Easement for General Association Operations. The Association shall have the right of access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of utility extensions, roads, or any part of the water system, and at any time for the making of emergency repairs, and shall have a non-exclusive easement as may be appropriate to perform the duties and functions which it is permitted to perform pursuant to these Covenants. In addition to the foregoing, the Association shall also have the right to establish utility easements from time to time for the benefit of Owners of Lots within the Subdivision across any of the lands within the Subdivision, subject however to the prior approval of the location of said easements by the Board and the Owner of the Lot, which approval shall not be unreasonably withheld; further provided, however, that the Owner of the Lot or the Board may impose conditions on the use, installation, re-vegetation or

least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every Owner, purchaser or mortgagee, and for a reasonable charge, shall furnish a certificate signed by a member of the Board setting forth whether the assessments on a specified Lot have been paid. Each Owner shall have a continuing obligation to provide the Association with their current mailing address, telephone number and fax number.

5.5 Special Assessments for Capital Improvements. In addition to the annual assessments, the Board may levy, 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 any improvement upon the Property or the Common Roads; provided that any such special assessment shall have the assent of a majority of the Lot Owners who are voting in person or by proxy at meeting duly called for this purpose.

5.6 Notice and Quorum for Any Special Assessment. Written notice of any meeting called for the purpose of taking any action authorized under the foregoing paragraph shall be sent to all affected Lot Owners within the areas to be assessed not less than thirty (30) days or no more than sixty (60) days in advance of the meeting. At the first such meeting, the presence of Lot Owners or of proxies entitled to cast a majority of all the votes of the Association shall constitute a quorum. Each affected Lot shall be entitled to one (1) vote. 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.

5.7 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date therefore shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Board may bring an action on behalf of the Association against the Owner personally obligated to pay the same or may foreclose the lien against the Lot. In any action instituted by the Board against an Owner, the Association will be entitled to recover its attorneys fees, costs, and expenses, including but not limited to charges submitted by any experts or consultants retained in connection with such action if the Association prevails on any claim asserted. Each Owner by the acquisition of a Lot consents to personal jurisdiction and venue in the District Court of Teton County, Ninth Judicial District, State of Idaho.

5.8 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefore or by a contract for deed, whether or not it shall be so expressed in such deed or contract for deed, is deemed to have consented to be subject to these Covenants and agrees to pay the Association: (a) Annual assessments or charges; (b) special assessments for capital improvements, repairs and maintenance, and (c) any fines, charges or damages lawfully assessed by the Board pursuant to these Covenants.

- (i) The annual and special assessments, charges and fines, together with interest, costs, expenses and reasonable attorneys' fees (as set forth in 5.7 above), shall constitute a continuing lien against such Lot superior to all other liens and encumbrances except: (i) liens and encumbrances recorded before the recordation of the Declaration;
- (ii) a security interest on the Lot which has priority over all other security interests on the

177742

A security deposit of \$2000 shall be required before issuance of the development permit. This deposit shall be paid by the general contractor, or the owner, and is intended to ensure compliance with the rules and regulations by any contractors, subcontractors, and agents of the owner. The rules and regulations include fines for parking on the common roads, uncleanly worksites, noise violations, etc. Any fines assessed for violations during the construction period shall be collected from the security deposit, as well as any costs for repairing damage to any common areas, landscaping, roadways, utilities, etc. The security deposit shall be refundable at the completion of the final inspection.

Each application shall specify the name, address, e-mail address, telephone and fax number of the person designated as the party to or through whom the Design Committee or its consultants is to communicate with the Lot Owner/applicant for the Development approval.

6.3 Plan Review and Approval. The Design Committee shall review the plans and drawings and specifications within 30 days from the submission of the foregoing materials deemed complete by the Design Committee, and the Design Committee shall determine if the proposed location, design of structures, use, landscaping and screening conform to the requirements of these Covenants and any design guidelines duly adopted by the Design Committee. Such Development and each subsequently approved revision or modification, shall be authorized only upon issuance of a written approval or Development permit approved by a majority of the Design Committee and issued by the Design Committee, setting forth, with specificity, the items approved along with any conditions or modifications it may require in order to assure compliance with these Protective Covenants and any design guidelines adopted by the Design Committee. Such approval shall be valid for a period of twelve (12) months from its date of issuance, unless extended in writing by the Board upon a showing of good cause by the Owner. The applicant shall, also, submit a good faith estimate of the timing of commencement and schedule of Development, so that the Design Committee can attempt to schedule consultants for inspections. The application shall also include a plan showing areas designated as staging areas for receiving and storage of building materials, stockpiling of fill materials, tool and equipment storage, and off-street parking for all contractors vehicles.

If the Design Committee fails, without notice to the applicant of good cause therefore and extension of such period, to review the plans and specifications within 30 days from the submission of an acceptable and complete submission and all fees, to inform the owner of the Design Committee's approval or disapproval, the plans as submitted shall be deemed to have been automatically approved insofar as they are in compliance with the specific requirements of these Protective Covenants.

Any modifications to or deviation from the Development permit approved by the Design Committee, including orientation, location, materials, etc., must be approved in writing by the Design Committee. No approval shall ever be amended or superceded by any action or requirement of any governmental agency, including Teton County, unless the Owner makes the required application required by section 6.2 above and receives a new approval and Development permit therefore from the Design Committee in accordance with these Protective Covenants.

conformity with the description thereof and plans and specifications therefore shall operate to automatically revoke the approval of the Development and, upon demand by the Design Committee, the Property shall be restored as nearly as possible to its state existing prior to any work in connection with the Development. The Design Committee and its duly appointed agents may enter upon any property at any reasonable time or times to inspect the progress or status of any Development being made or which may have been made.

6.9 Failure to Comply. If the Board shall find that any Development shall have been undertaken without the approval of the Design Committee in violation of the provisions of this Article, the Association shall have the right to remove any such Development at the sole cost and expense of the Owner or Owners of the Lot. If the Board shall find that a Development was not completed in substantial conformity with the description thereof and any plans and specifications therefore as approved by the Design Committee, it shall notify the Owner or Owners of such noncompliance and require remedy of such noncompliance. If within thirty (30) days from the date of such notification, the Owner or Owners shall have failed to remedy the noncompliance, the Board shall notify the Association which shall have the right, at its option, to remove the Development or to abate or remedy the noncompliance, in either case at the sole cost and expense of the Owner. In either of the foregoing cases, the offending Owner shall promptly indemnify the Board for all costs it incurred in removing, correcting or abating such non-compliance.

6.10 Variances by Board. The Board may authorize variances, in writing, from compliance with any of these Covenants (including the time constraints provided herein) when circumstances such as topography, natural obstructions, nature of the Developments or hardship (excluding primarily financial hardship) may require; provided, however that such variances shall be authorized in conformity with the intent and purposes of the Covenants and provided further that in every instance such variance will not be materially detrimental or injurious to the other portions of the Property protected by this Declaration. Each variance must be requested in writing by the Owner or Owner's representative, and must specify, in detail, the precise variance requested and the reasons for the variance. Notice of the request must be given in writing to each nearby Lot Owner who may be affected each of whom shall be permitted to make written comments to the Board. All variances must be in writing. Each variance request shall be considered upon its unique circumstances and no grant of a variance to one Owner shall be considered grounds for a grant of variance to another Owner.

6.11 Effect of Variances. If a variance is granted by the Design Committee, no violation of the provisions contained in these Covenants 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 Covenants for any purpose except as to the particular property and particular provision covered by the variance.

ARTICLE VII DESIGN STANDARDS

177742

7.3 Building Dimensional Limitations.

(a) Not more than one (1) principal residence shall be constructed on any Lot. The minimum floor area of any principal residence shall be not less than 2000 square feet of habitable floor space, exclusive of a garage, carport or un-enclosed porches or decks. A minimum of 1200 square feet of habitable floor space shall be on the ground floor level.

(b) Each principal residence shall have as a minimum an attached or detached two-car garage. A maximum of three garage doors or the equivalent thereof in surface area (if double wide doors are used) shall be permitted.

(c) One (1) additional accessory structure of not more than 200 square feet (such as a garden shed or playhouse), may be permitted if of similar design character to the Principal Residence.

(d) In addition to the development allowed above, lots 1 and 2 shall be permitted one additional outbuilding of not more than 1500 square feet.

(e) Roofs shall be shake shingles, slate, or cement style shake or other non-glare materials which may be approved by the Board in their sole discretion.

(f) All buildings shall be built on a permanent foundation. Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of twelve (12) inches above finished grade and shall, otherwise be sheathed in stone or wood.

7.4 Site Design and Miscellaneous

(a) The minimum setback on any lot or parcel to any side or back or front property line must be in compliance with the standards set forth by Teton County, Idaho zoning regulations.

(b) The Design Committee must approve the placement of each building. The Design Committee will take into consideration the natural and obvious view sheds from the adjacent lots to ensure that said views are not unnecessarily obstructed by the placement of buildings.

(c) Grading. Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten (10) feet a minimum fall of six (6) inches in ten (10) feet shall be provided at the perimeter of all buildings and one (1) inch in ten (10) feet for impervious surfaces. The entire site shall have positive drainage to roads or drives and shall utilize natural swales to facilitate drainage as required.

177742

septic system maintenance is not demonstrated, the Homeowners Association Board shall have the right to contract for such services and the company so contracted shall have the right to enter upon any such lot to perform such service without any liability for trespass. In such an event, the owner of said lot or lots shall pay all costs relating to enforcement incurred by the Board. No outdoor toilets shall be permitted, except during the construction.

(i) Utilities. Electrical and telephone utility lines shall be installed underground in the easements and in the rights-of-ways of the Common Roads. Connections from the lots within the Property to the designated underground utility lines shall be completed at the expense of the owner of each lot, and shall be underground. All above ground utility lines are prohibited. All applicable connection fees shall be borne by each lot owner at the appropriate time as designated by each utility provider.

(j) Central Water System. Culinary water for residential use of owners of lots in the Subdivision and the home site retained by Declarant will be provided by means of a central water system. This system may consist of one or more wells, storage tanks, pumping facilities and distribution lines. Each Owner shall make the connection into the system at the place and in the manner established by the Board and may be required to utilize a contractor specified by the Board. It shall be the responsibility of the Board to oversee the water system and it may appoint a separate board or manager to carry out such function. All user fees shall be due, payable and collectible, in the same manner as the other assessments provided herein. In the event of the abuse of the system, substantial violations of the rules and regulations of the Board regarding the sanitary and prudent use of the system or chronic failure to make timely payment of user fees, to disconnect a Lot from the system. The Board may choose to require the installation of a water meter for purposes of billing on a volume usage basis. Installation of such meter shall be at the expense of the Lot Owner and shall accommodate for remote reading of the meter.

The Declarant may, in its discretion, allow neighboring landowners that are not members of the Association to connect into the water system, provided there is adequate capacity to serve such parties, and may separately charge such parties connection fees - all of which may be retained by the Declarant. Declarant reserves the right to construct, at its expense, additional wells, pumps, tanks, etc. in the common areas as may be required to facilitate expansion of the system to include additional members. Any such neighboring landowners that are permitted to join the water system must agree to adhere to the uniformly applied rules and regulations of the Board, and shall be charged an equitable ongoing user fee comparable to that charged to Owners within the Subdivision and, in any event, sufficient to cover all costs of the Association in operating, maintaining, repairing and, eventually, replacing portions of the system.

(k) Ponds. Wildlife habitat and wetland "lined" pond enhancements are acceptable physical alterations to the lots provided that these enhancements do not interfere with or impede any established objectives of Hiddenwaters. However, prior to undertaking any enhancement activities, a plan describing the enhancement must be submitted to the Design Committee for approval. Additionally, any lot owner proposing a wetland "lined" pond enhancement must submit proof to the Design Committee that an application has been submitted to the proper State and County agencies for review and permit approval.

8.2 Prohibited Structures. No mobile home, house trailer, motor home, recreational vehicle, travel trailer, camper, tent, teepee, yurt, or other temporary or mobile structure shall be placed or maintained on any Lot or used for a residence or habitation either temporarily or permanently.

8.3 Principal Building Constructed First. No accessory structure, building, garage or shed shall be constructed, placed or maintained upon any Lot until after commencement of construction of the principal residence on the same Lot, which shall be diligently pursued to completion.

8.4 Maintenance. Each Lot, its yard and landscaped areas, and all improvements thereon shall be maintained in a neat, clean, safe and well maintained condition, free of refuse, garbage, trash and other unsightliness. Service areas, storage piles, compost piles and facilities for hanging, and drying clothing shall be appropriately screened from view. No un-stacked firewood, lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. All firewood must be neatly stacked in such a way as to be substantially screened from view of the other Lots. All driveways must be appropriately surfaced at all times to avoid rutting, dust and unsightliness.

8.5 Storage of Equipment . All equipment, recreational vehicles, golf carts, campers, motor homes, boats, trucks, trailers, snowmobiles, horse trailers, motorcycles and other possessions shall be kept stored within a residence, garage or approved storage building so as to conceal them from the view of neighboring Lots and Common Road. Temporary outdoor storage of such items shall not exceed five (5) days in duration or a total of two (2) weeks in any calendar year.

8.6 Trash. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring properties or, if provided, at one or more central trash collection buildings. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector or the Association.

8.7 Tanks. No above ground storage tanks of any kind shall be erected, placed, or permitted upon any Lot. Buried propane or heating fuel tanks are allowed.

8.8 Parking and Traffic Control. All Vehicles shall be parked and stored within the garage, provided that additional vehicles may be parked in an outside parking area in front of the garage. Any vehicles parked outside must be in operating condition, have current registration and used regularly. No commercial vehicles or vehicles categorized as greater than one-ton shall be parked outside. An Owner shall not permit designated parking spaces to be used for purposes other than to park vehicles. The Board shall have full power and authority to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.

177742

Subdivision and may have such animal impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not removed or destroyed, the Board shall assess a penalty of not more than \$500.00 per animal per week until such animal is removed from the Property, plus costs of impoundment, if any. No owner of any animal or animals removed, impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the removal, impoundment or destruction of any such animal or animals.

8.14 Nuisances, Noxious or Offensive Activities. No nuisance and no annoying, noxious, illegal or offensive activity shall be allowed to exist or continue to exist on any Lot, nor may anything be permitted on any lot or the Property which creates a disturbance, embarrassment or annoyance to any Lot owner in their enjoyment of their Lot or any other portions of the Property. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the Lot lines of any Lot, with the exception of audible security devices.

While agricultural uses are not intended for any area of Hiddenwaters Subdivision, a large are of adjoining ranchland is currently in agricultural use and because it has been protected under conservation easement it will likely remain in Agricultural use. The following is an excerpt from the Idaho State Code:

-RIGHT TO FARM ACT - IDAHO CODE CHAPTER 45, SECTIONS 22-4501 THROUGH 22-4504. IT IS THE INTENT OF THE LEGISLATURE TO REDUCE THE LOSS TO THE STATE OF ITS AGRICULTURAL RESOURCES BY LIMITING THE CIRCUMSTANCES UNDER WHICH AGRICULTURAL OPERATIONS MAY BE DEEMED TO BE A NUISANCE. THE LEGISLATURE ALSO FINDS THAT THE RIGHT TO FARM IS A NATURAL RIGHT AND IS RECOGNIZED AS A PERMITTED USE THROUGHOUT THE STATE OF IDAHO. "AGRICULTURAL OPERATION" INCLUDES, WITHOUT LIMITATION, ANY FACILITY FOR THE GROWING, RAISING OR PRODUCTION OF AGRICULTURAL, HORTICULTURAL AND VITICULTURAL CROPS AND VEGETABLE PRODUCTS OF THE SOIL, POULTRY AND POULTRY PRODUCTS, LIVESTOCK, FIELD GRAINS, SEEDS, HAY, APIARY AND DAIRY PRODUCTS, AND THE PRODUCING FOR COMMERCIAL PURPOSES OF LIVESTOCK OR AGRICULTURAL COMMODITIES. NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT.

8.15 Signs. No signs or advertising devices shall be erected or maintained on any Lot, except for a sign authorized by the Board which identifies the owner and except for temporary sales and directional signs placed by Declarant in conjunction with the sale of Lots.

8.16 Snowmobiles, Motorcycles and ATV's Prohibited. No all terrain vehicle, snowmobile, three-wheeler, or other similar recreational vehicle shall be operated on any Lot, road, driveway, pathway or any other portion of the Property for any purpose except for

177742

expense. No television or radio antenna, solar collectors, masts or similar items shall be permitted unless permitted in writing by the Design Committee. A small (18 inches or less in diameter) satellite dish shall be permitted on any Lot, provided that any satellite dish is substantially shielded visually from adjacent Lots as much as possible with shielding approved by the Board of Directors before such satellite dish is installed.

8.20 Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any Lot, including the removal of gravel; provided that the Declarant may remove and process gravel and topsoil for subdivision roads, ponds, landscaping, etc. and to dispose of any excess. Excavation for landscape purposes may be permitted with the prior written approval of the Board.

8.21 Exterior Fires. There shall be no exterior fires whatsoever except barbecue fires and outdoor fireplaces contained within receptacles designed for such and such fires as may from time to time be permitted by the Association rules, provided that smoke is not offensive to neighbors. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles.

ARTICLE IX - GENERAL PROVISIONS

9.1 Lot Splitting; Consolidation.

(a) Two (2) or more contiguous Lots within the Subdivision may be combined, provided notice of intention to consolidate such Lots is filed with the Board and appropriate instruments are filed with Teton County. Such consolidated Lots shall thereafter be treated as one (1) Lot, and such Lot may be subjected to these restrictions as a single Lot, including for the purpose of voting and levying and collecting the Owner's assessments.

(b) Except for minor boundary adjustments, no Lot shall be split or divided or subdivided, unless such Lot as split is then consolidated with a contiguous Lot, and unless the resulting area to be built upon shall comply with all County requirements.

9.2 Indemnification. The Association shall indemnify and save harmless Declarant, its members, officers, employees, successors and assigns, and the Association and its Board members, officers, directors and employees, from and against any and all claims, suits, action, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained on or about the Property or any building or Development thereon, if any, or any appurtenances thereto or arising out of their existence, construction, installation, alteration, repair, or their operation or maintenance, or out of the providing of any Common Services, as well as from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that Declarant, his successors or assigns, may be compelled to incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Association, Board and/or the Owners.

177742

effect for twenty-year periods, and shall be automatically renewed for additional consecutive twenty-year periods unless all of the Owners otherwise agree in writing.

9.6 Severability. Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and the remainder of these Covenants shall remain in full force and effect.

9.7 Acceptance of Covenants and Jurisdiction and Venue. Every Owner or purchaser of a Lot within the Property shall be bound by and subject to all of the provisions of these Covenants, and every Lot Owner or purchaser, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants. Every Owner of a Lot also consents to personal jurisdiction and venue in the District Court of Teton County, State of Idaho.

9.8 Amendment or Revocation. At any time while any provision, covenant, condition and restriction contained in these Covenants is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, approved by the Board and executed by the Owners of not less than two-thirds (2/3) of the Lots. Notwithstanding the foregoing, during the Declarant's Development Period no Declarant Related Amendment shall be made to this Declaration or to any Bylaw or Document, nor shall any Declarant Related Document be executed, adopted or promulgated by the Association or the Board unless such Declarant Related Amendment or Document shall be specifically approved in writing by Declarant. For purposes of subsection, an Amendment or Document which does any of the following shall be considered to be Declarant Related:

(a) Discriminates or tends to discriminate against a Declarant or any successor Declarant as an Owner or otherwise.

(b) Directly or indirectly by its provisions or in practical application relates to any Declarant or any successor Declarant in a manner different from the manner in which it relates to other Owners.

(c) Modifies the definitions provided for in this Declaration in a manner which alters Declarant's or any successor Declarant's rights or status.

(d) Modifies or repeals any provision of paragraph 3.6 of this Declaration.

(e) Alters the character and rights of membership as provided for in this Declaration or affects or modifies in any manner whatsoever the rights of Declarant or any successor Declarant as a member of the Association.

(f) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities, or alters any written agreement with Declarant or any Recreational Lease.

177742

shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Protective Covenants, Conditions and Restrictions effective the date set forth above.

GRANDVIEW LAND COMPANY, INC.
A Wyoming Corporation

By: 
Brandon Harrison, President

STATE OF Idaho)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Brandon Harrison as Manager and Presiding Member of and for and on behalf of said limited liability company, in accordance with the authorities contained in its operating agreement, this 7th day of June, 2006.

WITNESS my hand and official seal.
TERESA K. MANGUM
NOTARY PUBLIC
STATE OF IDAHO

My commission expires: 07-24-09

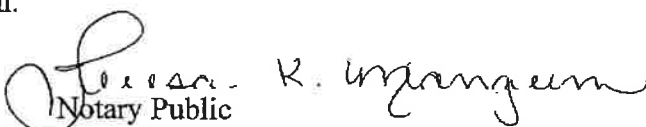

Teresa K. Mangum
Notary Public

EXHIBIT "A"

(Description of land subject to Declaration)

177742

From: John Sweeterman
To: lykes.susan@gmail.com; katieblee@gmail.com; kevink@tccgjh.com; rharrison@rustyparrot.com; ssdunn@pattersonhomes.com; zaheelabed@msn.com; lesleyhand@hotmail.com; pd@vogelheim.com; merri.siler54@gmail.com; kprice@intiliron.com; coolvalleymedia@gmail.com; steve.sommer1@gmail.com; ledererruthangela@gmail.com; timv13@gmail.com; ellygarrett@gmail.com; roseenvision@gmail.com; tom.clark@ucdenver.edu; Patricia.oleary@me.com; brett@actionteamutah.com; blackburn.jim@comcast.net; tdavis@pointermc.com; bartpop@me.com; crystalborup@icloud.com; kathleen.thompson@pwc.com; wcsthompson@gmail.com; dreicher@wyoming.com; grcisco4570@gmail.com; angwald500@gmail.com; bdelmonego@gmail.com; melissa.delmonego@gmail.com; chloeprice427@gmail.com; karenm.strings@gmail.com; coleenreedy@gmail.com; antonarnz3@gmail.com; susankarneson@gmail.com; TroutVision@proton.me; Brea53@proton.me; jason@peakcapitalpartners.com; johnsweeterman@yahoo.com; megansweeterman@yahoo.com; 111petrus@gmail.com; rescueg@hotmail.com; tharrison003@gmail.com; steve@recreationalgroup.com; beththebaud@msn.com; poshpotty@outlook.com; tetonwildcat@gmail.com; tannerchitwood@gmail.com; jfbale@msn.com; pampoduska4@gmail.com; rpoduska3@gmail.com; Kim.Vletas@protravelinc.com; svletas@wyom.net; awincaroads@gmail.com; pamelakdenson@me.com; zolk1@outlook.com; mkramer2@its.inj.com; gfolkman@aol.com
Cc: Baily, Jonie
Subject: Renaming of Hiddenwaters Water Rights
Date: Friday, June 7, 2024 3:30:02 PM
Attachments: [Letter for Water Right Renaming June 6, 2024.docx](#)

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Dear friends and neighbors,

Please see the attached for your information.

Sincerely,

Your HW HOA Board

From: Robert Brandon Harrison, President

To: All Property Owners in Hiddenwaters

Date: June 6, 2024

The Hiddenwaters HOA Board seeks to change the name of our collective water right from “Grandview Land Company” to “Hiddenwaters Homeowners Association.” This change will be recorded by the Idaho Department of Water Resources (No. 22-13414). We are informing all Lot Owners as this is the process prescribed by the IDWR. No further action will be required. This change will have no material effect on our two community wells, nor in any way affect the operation of our water system which we rigorously maintain.

Sincerely,

Robert Brandon Harrison, President

Tom Clark, Vice President and Treasurer.

John Sweeterman, Secretary

Barbara Price, Board Member

Greg Cisco, Board Member

Note: This letter is being emailed to all Lot Owners for which we have email addresses. It is being sent via the USPS in all instances in which we do not have an email address. Related correspondence can, if required, be sent to **johnsweeterman@yahoo.com**

Baily, Jonie

From: Clark, Tom <Tom.Clark@ucdenver.edu>
Sent: Thursday, June 6, 2024 3:00 PM
To: Baily, Jonie
Subject: Hiddenwaters Water Right Name Change
Attachments: Notice. Heidi Harrison.docx; Notice. Durham.docx; Notice. Hurley and Fauntleroy.docx; Notice. Jacobs.docx

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Jonie.

Attached are the four letters I've sent out to those four property owners in Hiddenwaters for which we had no email addresses. These four are being mailed today via the USPS. Later today or tomorrow we will send out a copy of the letter emailed to all remaining property owners in Hiddenwaters. You will be copied and we will provide a crosswalk between the email addresses and the names of the property owners. The emailing to you will exhibit the emails address to which our email notification was sent.

We hope this completes our task as we seek only to change the name of our water right from Grandview Land Company to Hiddenwaters Homeowners Association. The four hardcopies being sent to the four lacking email addresses will be placed in the mail this afternoon. I stress that the change we seek is not a change of ownership per se, but merely a change of the name of the Right involved.

Sincerely,

Tom Clark, Ph.D.
Hiddenwaters Vice President and Treasurer.

Memo to Cade and Kristy Jacobs, P.O. Box 1063. Victor, ID 83455

From: Robert Brandon Harrison, President

Date: June 6, 2024

The Hiddenwaters HOA Board seeks to change the name of our collective water right from "Grandview Land Company" to "Hiddenwaters Homeowners Association." This change will be recorded by the Idaho Department of Water Resources (No. 22-13414). We are informing all Lot Owners as this is the process prescribed by the IDWR. No further action will be required. This change will have no material effect on our two community wells, nor in any way affect the operation of our water system which we rigorously maintain.

Sincerely,

Robert Brandon Harrison, President

Tom Clark, Vice President and Treasurer.

John Sweeterman, Secretary

Barbara Price, Board Member

Greg Cisco, Board Member

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Memo to Durham (Pantone), 2626 East 5700 South, Ogden, Utah 84403

From: Robert Brandon Harrison, President

Date: June 6, 2024

The Hiddenwaters HOA Board seeks to change the name of our collective water right from "Grandview Land Company" to "Hiddenwaters Homeowners Association." This change will be recorded by the Idaho Department of Water Resources (No. 22-13414). We are informing all Lot Owners as this is the process prescribed by the IDWR. No further action will be required. This change will have no material effect on our two community wells, nor in any way affect the operation of our water system which we rigorously maintain.

Sincerely,

Robert Brandon Harrison, President

Tom Clark, Vice President and Treasurer.

John Sweeterman, Secretary

Barbara Price, Board Member

Greg Cisco, Board Member

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Memo to: Hurley and Fauntleroy, P.O Box 4251, Jackson, WY 83001

From: Robert Brandon Harrison, President

Date: June 6, 2024

The Hiddenwaters HOA Board seeks to change the name of our collective water right from "Grandview Land Company" to "Hiddenwaters Homeowners Association." This change will be recorded by the Idaho Department of Water Resources (No. 22-13414). We are informing all Lot Owners as this is the process prescribed by the IDWR. No further action will be required. This change will have no material effect on our two community wells, nor in any way affect the operation of our water system which we rigorously maintain.

Sincerely,

Robert Brandon Harrison, President

Tom Clark, Vice President and Treasurer.

John Sweeterman, Secretary

Barbara Price, Board Member

Greg Cisco, Board Member

Note: This letter is being emailed to all Lot Owners for which we have email addresses. It is being sent via the USPS in all instances in which we do not have an email address. Related correspondence can, if required, be sent to **johnsweeterman@yahoo.com**

Memo to Heidi Harrison, P.O. Box 509, Jackson, WY 83001

From: Robert Brandon Harrison, President

Date: June 6, 2024

The Hiddenwaters HOA Board seeks to change the name of our collective water right from “Grandview Land Company” to “Hiddenwaters Homeowners Association.” This change will be recorded by the Idaho Department of Water Resources (No. 22-13414). We are informing all Lot Owners as this is the process prescribed by the IDWR. No further action will be required. This change will have no material effect on our two community wells, nor in any way affect the operation of our water system which we rigorously maintain.

Sincerely,

Robert Brandon Harrison, President

Tom Clark, Vice President and Treasurer.

John Sweeterman, Secretary

Barbara Price, Board Member

Greg Cisco, Board Member

Note: This letter is being emailed to all Lot Owners for which we have email addresses. It is being sent via the USPS in all instances in which we do not have an email address. Related correspondence can, if required, be sent to **johnsweeterman@yahoo.com**



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 13, 2024

HIDDENWATERS HOMEOWNERS ASSOCIATION
PO BOX 1019
VICTOR ID 83455

RE: Change in Ownership Water Right No. 22-13414

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Notice to Property Owners:** In order for the department to update ownership of a water right on property that is owned by someone else, notice to the property owner is required, per Idaho code. Please provide notice to the property owners, then provide a copy of that letter to the department.

42-248. NOTIFICATION OF CHANGE IN OWNERSHIP OF A WATER RIGHT OR CHANGE OF ADDRESS OF A WATER RIGHT OWNER – NOTICE OF ACTION AFFECTING A WATER RIGHT.

(6) If the person filing the notice of a change of water right ownership does not own the land identified as the place of use for the water right, the notice shall be accompanied by evidence that written notice of the change of water right ownership has been mailed or hand-delivered to the landowner of record, as identified in the records of the county recorder.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 11, 2024

HIDDENWATERS HOME OWNERS ASSOCIATION
PO BOX 1019
VICTOR ID 83455-1019

Re: Change in Ownership for Water Right No(s): 22-13414

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)