



The United States of America,

To all to whom these Presents shall come, Greeting:

Homestead Certificate No. 572
Application 710-

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Coeur d'Alene Idaho, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Byron H. Williams

has been established and duly consummated, in conformity to law, for the Lots numbered one and two of Section thirty-one and the Lot numbered four of Section thirty in Township forty-nine North of Range four West and the South East quarter of the South East quarter of Section twenty-five in Township forty-nine North of Range five West of Boise Meridian in Idaho containing one hundred and sixty acres and seventeen hundredths of an acre.

according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

Now know ye that there is, therefore, granted by the United States unto the said Byron H. Williams

the tract of Land above described: To have and to hold the said tract of Land with the appurtenances thereof unto the said Byron H. Williams and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietors of a vein or lode to extract and remove the ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, J. William McKimley, PRESIDENT OF THE UNITED STATES OF AMERICA, has caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the ninth day of February, in the year of our Lord one thousand eight hundred and one, and of the Independence of the United States three hundred and twenty-fifth.

By the President, William McKimley
By M. M. Kearney, Secretary.
C. H. Brush, Recorder of the General Land Office.

153

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

A.

Subcase

95-12515
(Insert water right number)

STANDARD FORM 1
OBJECTION

Please print or type the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name:

Michael R Woodard & Kelley I Woodard

Address:

19374 S HWY 95

Coeur d'Alene ID 83814

Daytime Phone:

(509) 995-5135

Name & Address of Attorney, if any:

N/A

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name:

Kelley I Woodard & Michael R Woodard

Address:

19374 S HWY 95

Coeur d'Alene ID 83814

D. I object to the following elements or general provision as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**
Should be: _____
2. ☐ **Source**
Should be: _____
3. ☐ **Quantity**
Should be: _____
4. ☒ **Priority Date**
Should be: 02-19-1901 Signed by President McKinley
discovered 03-29-26 Homestead Certificate #572
5. ☐ **Point of Diversion**
Should be: _____
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☐ **Purpose(s) of Use**
Should be: _____
8. ☐ **Period of Year**
Should be: _____
9. ☐ **Place of Use**
Should be: _____
10. ☐ **General Provision** ☐ Individual Water Right ☐ All Water Rights
☐ Should not be recommended.

☐ This general provision was not recommended but should be recommended as described below.
Should be: _____

☐ General provision was recommended but should be modified as described below.
Should be: _____

N/2 Govt lot 2 31-49N-04W 19374 SHWY 95 (83814)

11. ☐ I object because the recommendation contains an accomplished transfer under Idaho Code § 42-1425 resulting in injury to my water right(s) and/or enlargement of the original right.
12. ☐ I object because:
- ☐ This water right should not exist.
- ☐ This water right was not recommended, but should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S): On March 29, 2021 the woodlond's located Federal Patent 147 Home-Stead Certificate #572 Application 710 & the 1893 10th Standard Parallel North map. The certificate was signed 02-19-1901 & recorded 02-23-1901. After an 8 month forensic title search this was our reward & beneficial use is 02-19-1901 for the N/2 Gout 1 & 2 31-49 N-04 W 11 N 213201

Kullup Woodland 4.20.2024
(Signature of person filing objection)

(Attorney signing in representative capacity)

INSTRUCTIONS FOR MAILING

You must mail the Objection, to the Clerk of the court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

F. CERTIFICATE OF MAILING

I certify that on 04/22, 2024 I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to: Clerk of the District Court
Coeur d'Alene-Spokane River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

INSTRUCTIONS FOR MAILING

You must mail this motion, to the Clerk of the court. **FAX filings will not be accepted.**
You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on 04/22, 2026 I mailed the original and copies of this motion, including all attachments, to the following persons: N/2 Govt let 2 3/4 19 NO 460

1. Original to:

Clerk of the District Court
Coeur d'Alene-Spokane River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the each party involved in the Subcase including the claimant, all objectors, respondents and any party granted a motion to participate. Attach a list of names and addresses.

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
PO Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

Chief, Natural Resources Division
Office of Attorney General
State of Idaho
PO Box 83720
Boise, ID 83720-0010


Signature of Movant or attorney
mailing on Movant's behalf 4-20-2026

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRB

Case No. 49576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 95-12515

RECEIVED

DEC 10 2020

CLERK OF
DISTRICT COURT

NAME AND ADDRESS: RILEY I WOODARD
MICHAEL R WOODARD
19374 S HWY 95
COEUR D'ALENE, ID 83814

SOURCE: GROUND WATER

QUANTITY: 0.02 CFS

The quantity of water under Right Nos. 95-12515 and 95-11453
shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/11/1994

POINT OF DIVERSION: T49N R04W S31 LOT 1 (NNW) Within Kootenai County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic	01-01 TO 12-31	0.02 CFS

Domestic use is for 1 home.

PLACE OF USE: Domestic Within Kootenai County
T49N R04W S31 LOT 2 (SWNW)

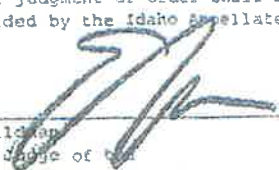
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a
determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b). I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication

2000

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

Subcase

95-12515
(insert water right number)

STANDARD FORM 7

☐ MOTION TO FILE LATE OBJECTION
OR

☒ MOTION TO SET ASIDE AND MODIFY
PARTIAL DECREE OR FINAL ORDER
DISALLOWING WATER RIGHT CLAIM

NAME AND ADDRESS OF PERSON FILING MOTION FOR LATE OBJECTION OR
MOTION TO SET ASIDE PARTIAL DECREE/FINAL ORDER DISALLOWING

Name:

Michael R Woodard & Kelley I Woodard

Address:

19374 S Hwy 95 Coeur d'Alene ID 83814

Daytime Phone:

(509) 495-5135

☐

I am an attorney representing

N/A

My name is

My address is

My phone number is

CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT OR
PARTIAL DECREE/FINAL ORDER DISALLOWING

Name:

Kelley I Woodard & Michael R Woodard

Address:

19374 S Hwy 95
Coeur d'Alene ID 83814

If you are seeking to file a late Objection, list the reason(s) this objection is late and why it was not filed by the Objection deadline: not necessarily objecting - asking for a correction.

on March 29, 2026 after an extensive 8 month forensic title search on the N1/2 Govt lot 2 31-49N-04W R1W 213201 the Woodward's were rewarded with finding a Presidential Patent 147 Homestead Certificate 572 Application 710 for Blynn H Williams. The Woodward's as the Successors in Interest ask the beneficial use date be made to 02-19-1901 as per the Patent.

If you are seeking leave to file a late Objection,

YOU MUST ATTACH A COMPLETED STANDARD FORM 1 (Objection form).

If you are seeking to set aside and modify a Partial Decree/Final Order Disallowing, indicate the basis for your motion:

☒ Idaho Rule of Civil Procedure 59 (c)

☐ Idaho Rule of Civil Procedure 60(a)

☒ Idaho Rule of Civil Procedure 60(b)

And list the reason(s) why the Partial Decree/Final Order Disallowing should be set aside:

Newly discovered evidence that, with reasonable diligence was not discovered at time of water rights application was filed. Homestead Certificate 572 dated 2-19-1901 was discovered 03-29-2026 by the Woodward's

(Signature of person filing motion)

(Attorney signing in representative capacity)

2. One copy to the claimant of the water right at the following address:

Name: Michael R Woodward & Kelley Woodward
Address: 19374 S Hwy 95
Coeur d'Alene ID 83814

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
PO Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

Chief, Natural Resources Division
Office of Attorney General
State of Idaho
PO Box 83720
Boise, ID 83720-0010


Signature of Objector or attorney 4-20-2022
mailing on Objector's behalf

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 95-12515

RECEIVED

DEC 10 2020

OFFICE OF
CLERK OF DISTRICT COURT

NAME AND ADDRESS: KELLEY I WOODARD
MICHAEL R WOODARD
19374 S HWY 95
COEUR D'ALENE, ID 83814

SOURCE: GROUND WATER

QUANTITY: 0.02 CFS

The quantity of water under Right Nos. 95-12515 and 95-11453
shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/11/1994

POINT OF DIVERSION: T49N R04W S31 LOT 1 (NNWN) Within Kootenai County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic	01-01 TO 12-31	0.02 CFS

Domestic use is for 1 home.

PLACE OF USE: Domestic Within Kootenai County
T49N R04W S31 LOT 2 (NNWN)

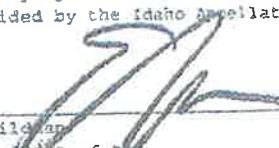
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a
determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication



Published on *Supreme Court* (<https://isc.idaho.gov>)

[Home](#) > I.R.C.P. 59. New Trial; Altering or Amending a Judgment

I.R.C.P. 59. New Trial; Altering or Amending a Judgment

Idaho Rules of Civil Procedure Rule 59. New Trial; Altering or Amending a Judgment.

(a) In General.

(1) *Grounds for a New Trial.* The court may, on motion, grant a new trial on all or some of the issues, and to any party, for any of the following reasons:

(A) irregularity in the proceedings of the court, jury or adverse party;

(B) any order of the court or abuse of discretion by which either party was prevented from having a fair trial;

(C) misconduct of the jury;

(D) accident or surprise, which ordinary prudence could not have guarded against;

(E) newly discovered evidence, material for the party making the application, which the party could not, with reasonable diligence, have discovered and produced at the trial;

(F) excessive damages or inadequate damages, appearing to have been given under the influence of passion or prejudice;

(G) insufficiency of the evidence to justify the verdict or other decision, or that it is against the law; or

(H) error in law, occurring at the trial.

(2) *Support for Motion.* Any motion for a new trial based upon any of the grounds set forth in subdivisions (A) – (E) must be accompanied by an affidavit stating in detail the facts relied upon in support of the motion. Any motion based on subdivisions (G) or (H) must set forth with particularity the factual grounds for the motion.

(3) *Further Action After a Non-Jury Trial.* On a motion for new trial in an action tried without a jury, the court may open the judgment, if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.

(b) Time to File a Motion for a New Trial. A motion for a new trial must be filed and served within 14 days after the entry of the judgment.

(c) Time to Serve Affidavits. When a motion for a new trial is based on affidavits, they must be filed and served with the motion. The opposing party has 14 days after being served to file and serve opposing affidavits, which period may be extended for up to an additional 21 days by order of the court or written stipulation. The court may permit reply affidavits. All affidavits filed under this rule must meet the requirements of Rule 56(c)(4).

(d) New Trial on the Court's Initiative or for Reasons Not in the Motion.

(1) *On Court's Own Initiative.* No later than 14 days after entry of judgment the court, on its own, may give notice of its intent order a new trial for any reason for which it might have granted a new trial on motion of a party. A notice of intent pursuant to this subdivision is to be treated as a motion for new trial filed by a party for the purpose of these rules and the Idaho Appellate Rules.

(2) *For Grounds not Stated in Motion.* The court may grant a motion for a new trial, timely served, for a reason not stated in the motion.

The court must give the parties notice and an opportunity to be heard before entering an order for new trial. The court must specify in the order the grounds for granting a new trial.

(e) **Motion to Alter or Amend a Judgment.** A motion to alter or amend the judgment must be filed and served no later than 14 days after entry of the judgment.

(Adopted March 1, 2016, effective July 1, 2016 (11))

Powered by [Drupal](#)

Source URL: <https://isc.idaho.gov/ircp59-new>

Links

[1] <https://isc.idaho.gov/rules/IRCP/03012016-Adoption-Newly-Formatted.pdf>



Published on Supreme Court (<https://isc.idaho.gov>)

[Home](#) > I.R.C.P. 60. Relief From a Judgment or Order

I.R.C.P. 60. Relief From a Judgment or Order

Idaho Rules of Civil Procedure Rule 60. Relief From a Judgment or Order.

(a) Corrections Based on Clerical Mistakes; Oversights and Omissions. The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(b) Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- (4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or

(6) any other reason that justifies relief.

(c) Timing and Effect of the Motion.

(1) *Timing.* A motion under Rule 60(b) must be made within a reasonable time, and for reasons (1), (2), and (3) no more than 6 months after the entry of the judgment or order or the date of the proceeding.

(2) *Effect on Finality.* The motion does not affect the judgment's finality or suspend its operation.

(d) Other Powers to Grant Relief. This rule does not limit a court's power to:

(1) entertain an independent action to relieve a party from a judgment, order, or proceeding;

(2) to set aside, as provided by law, within one year after judgment was entered, a judgment obtained against a party who was not personally served with summons and complaint either in the state of Idaho or in any other jurisdiction, and who has failed to appear in the action; or

(3) set aside a judgment for fraud on the court.

(Adopted March 1, 2016, effective July 1, 2016 (1).)

Powered by [Drupal](#)

Source URL: <https://isc.idaho.gov/ircp60-new>

Links

[1] <https://isc.idaho.gov/rules/IRCP/03012016-Adoption-Newly-Formatted.pdf>

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

Subcase

95-11453

(insert water right number)

STANDARD FORM 7

☐ MOTION TO FILE LATE OBJECTION
OR

☒ MOTION TO SET ASIDE AND MODIFY
PARTIAL DECREE OR FINAL ORDER
DISALLOWING WATER RIGHT CLAIM

NAME AND ADDRESS OF PERSON FILING MOTION FOR LATE OBJECTION OR
MOTION TO SET ASIDE PARTIAL DECREE/FINAL ORDER DISALLOWING

Name: Michael R Woodard & Kelley T Woodard

Address: 19374 S Hwy 95 Coeur d'Alene ID 83814

Daytime Phone: (509) 995-5135

☐

I am an attorney representing

N/A

My name is

My address is

My phone number is

CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT OR
PARTIAL DECREE/FINAL ORDER DISALLOWING

Name: Kelley T Woodard & Michael R Woodard

Address: 19374 S Hwy 95

Coeur d'Alene ID 83814

If you are seeking to file a late Objection, list the reason(s) this objection is late and why it was not filed by the Objection deadline: not necessarily objecting - asking for a correction.

on March 29, 2026 after an extensive 8 month forensic title search on the N/2 Govt lot 2 31-49N-04W R1N 213201 the Woodward's were rewarded with finding a Presidential Patent 147 Homestead Certificate 572 Application 710 for Bunn H Williams. The Woodward's as the Successors in Interest ask the beneficial use date be made to 02-19-1901 as per the Patent.

If you are seeking leave to file a late Objection,

YOU MUST ATTACH A COMPLETED STANDARD FORM 1 (Objection form).

If you are seeking to set aside and modify a Partial Decree/Final Order Disallowing, indicate the basis for your motion:

☒ Idaho Rule of Civil Procedure 59 (c)

☐ Idaho Rule of Civil Procedure 60(a)

☒ Idaho Rule of Civil Procedure 60(b)

And list the reason(s) why the Partial Decree/Final Order Disallowing should be set aside:

Newly discovered evidence that, with reasonable diligence was not discovered at time of water rights application was filed. Homestead Certificate 572 dated 2-19-1901 was discovered 03-29-2026 by the Woodward's

Kellie Wren

(Signature of person filing motion) 4-20-2026

(Attorney signing in representative capacity)

2. One copy to the claimant of the water right at the following address:

Name:

Address:

Michael R Woodward & Kelley Woodward
19374 S Hwy 95
Coeur d'Alene ID 83814

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
PO Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

Chief, Natural Resources Division
Office of Attorney General
State of Idaho
PO Box 83720
Boise, ID 83720-0010

Signature of Objector or attorney
mailing on Objector's behalf

Kelly Woodward

4-20-2020

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRB

Case No. 49576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 95-11453

RECEIVED

DEC 10 2020

DEPARTMENT OF
WATER RESOURCES

NAME AND ADDRESS:

KELLEY I WOODARD
MICHAEL R WOODARD
19374 S HWY 95
COEUR D'ALENE, ID 83814

SOURCE:

GROUND WATER

QUANTITY:

0.03 CFS

The quantity of water under Right Nos. 95-11453 and 95-12515
shall not exceed 13,000 gallons per day.

PRIORITY DATE:

06/11/2003

POINT OF DIVERSION:

T49N R04W S31 LOT 2 (SWNW) Within Kootenai County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
Domestic

PERIOD OF USE
01-01 TO 12-31

QUANTITY
0.03 CFS

Domestic use is for 1 home.

PLACE OF USE:

Domestic
T49N R04W S31 LOT 2 (SWNW)

Within Kootenai County

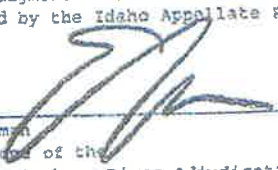
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a
determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.R.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA) A. Subcase 95-11453
) (Insert water right number)
)
Case No. 49576)
)
)
STANDARD FORM 1
OBJECTION

Please **print or type** the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Michael R Woodard & Kelley I Woodard
Address: 19374 S HWY 95
Coeur d'Alene ID 83814
Daytime Phone: (509) 995-5135

Name & Address of Attorney, if any: N/A

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Kelley I Woodard & Michael R Woodard
Address: 19374 S HWY 95
Coeur d'Alene ID 83814

D. I object to the following elements or general provision as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**
Should be: _____
2. ☐ **Source**
Should be: _____
3. ☐ **Quantity**
Should be: _____
4. ☒ **Priority Date**
Should be: 02-19-1901 signed by President McKinley
discovered 03-29-26 homestead certificate #572
5. ☐ **Point of Diversion**
Should be: _____
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☐ **Purpose(s) of Use**
Should be: _____
8. ☐ **Period of Year**
Should be: _____
9. ☐ **Place of Use**
Should be: _____
10. ☐ **General Provision** ☐ Individual Water Right ☐ All Water Rights
☐ Should not be recommended.

☐ This general provision was not recommended but should be recommended as described below.
Should be: _____

☐ General provision was recommended but should be modified as described below.
Should be: _____

N/2 Govt lot 2 31-49N-04W 19374 SHWY 95 (83814)

- E. REASONS SUPPORTING OBJECTION(S): On March 29, 2021
the woodland's located Federal Patent 147 Home-
stead certificate #572 Application 710 on the 1893 10th
Standard Parallel North map. The certificate was signed
02-19-1901 & recorded 02-23-1901. After an 8 month forensic
title search this was our reward & beneficial use is
02-19-1901 for the
N/2 Gout 1 of 2
3149N-04W
AN 213201
- 
(Signature of person filing objection) 4-20-2024
- _____
(Attorney signing in representative capacity)

INSTRUCTIONS FOR MAILING

You must mail this motion, to the Clerk of the court. **FAX filings will not be accepted.**
You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on 04/22, 2026 I mailed the original and copies of this motion, including all attachments, to the following persons: N/2 Govt let 2 3/4/19 NO460

1. Original to:

Clerk of the District Court
Coeur d'Alene-Spokane River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the each party involved in the Subcase including the claimant, all objectors, respondents and any party granted a motion to participate. Attach a list of names and addresses.

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
PO Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611

Chief, Natural Resources Division
Office of Attorney General
State of Idaho
PO Box 83720
Boise, ID 83720-0010


Signature of Movant or attorney
mailing on Movant's behalf 4/20/2026

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 95-11453

RECEIVED

DEC 10 2020

DEPARTMENT OF
WATER RESOURCES

NAME AND ADDRESS: KELLEY I WOODARD
MICHAEL R WOODARD
19374 S HWY 95
COEUR D'ALENE, ID 83814

SOURCE: GROUND WATER

QUANTITY: 0.03 CFS

The quantity of water under Right Nos. 95-11453 and 95-12515
shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/11/2003

POINT OF DIVERSION: T49N R04W S31 LOT 2 (SWNW) Within Kootenai County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic	01-01 TO 12-31	0.03 CFS

Domestic use is for 1 home.

PLACE OF USE: Domestic Within Kootenai County
T49N R04W S31 LOT 2 (SWNW)

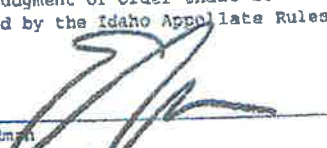
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a
determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.R.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

Office Use Only			
Inspected by _____			
Twp _____	Rge _____	Sec _____	
1/4 _____	1/4 _____	1/4 _____	
Lat: _____		Long: _____	
Pump _____		Bailer _____	
Air _____		Flowing Artesian _____	

1. WELL TAG NO. D 10028
 2. DRILLING PERMIT NO. _____
 3. Other IDWR No. _____

4. OWNER:
 Name Mike Goodens
 Address South 600 E. Kipling Road
 City Spokane State Ida Zip 99220

5. LOCATION OF WELL by legal description:
 Sketch map location must agree with written location.

N		Twp. <u>5.4</u>		North		or		South	
		Rge. <u>5</u>		East		or		West	
E		Sec. <u>14</u>		14		14		14	
		Gov't Lot		County					
S		Lat: _____		Long: _____					
		Address of Well Site <u>600 South</u>		City <u>Spokane</u>					

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

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

8. DRILL METHOD
☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

9. SEALING PROCEDURES

SEAL FILTER PACK	AMOUNT	METHOD
Material	From To Sacks or Pounds	
Portland Cement	10 20	Hand packed

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) _____
 Was drive shoe seal tested? ☒ Y ☐ N How? _____

10. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
6"	0	100	10	Steel				

Length of Headpipe _____ Length of Tailpipe _____

11. PERFORATIONS/SCREENS

Perforations	Method	Screen Type

12. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

_____ ft. below ground Artesian pressure _____ lb.
 Depth flow encountered _____ ft. Describe access port or control devices: _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
0	100	1/8"	25	6"	Steel		

11. WELL TESTS:

Yield gal min	Drawdown	Pumping Level	Time
5 gpm	10 ft	100'	400'
	8 hrs		

Water Temp. 50 degrees Bottom hole temp. _____

Water Quality test or comments: lightly cloudy no odor
 Depth first Water Encounter 200

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia	From	To	Remarks: Lithology, Water Quality & Temperature	Y	H
1"	0	10	Clay tan		
	10	20	Sand tan		
	20	40	Sandy clay tan		
	40	60	Granite brown, decomposed		
	60	80	Granite black & white		
	80	100	Granite black		
	100	120	Granite black		
	120	140	Granite black & white		
	140	160	Granite black & white		
	160	180	Granite black & white		
	180	200	Granite black & white		
	200	220	Granite black & white		
	220	240	Granite black & white		
	240	260	Granite black & white		
	260	280	Granite black & white		
	280	300	Granite black & white		
	300	320	Granite black & white		
	320	340	Granite black & white		
	340	360	Granite black & white		
	360	380	Granite black & white		
	380	400	Granite black & white		
	400	420	Granite black & white		
	420	440	Granite black & white		
	440	460	Granite black & white		
	460	480	Granite black & white		
	480	500	Granite black & white		
	500	520	Granite black & white		
	520	540	Granite black & white		
	540	560	Granite black & white		
	560	580	Granite black & white		
	580	600	Granite black & white		
	600	620	Granite black & white		
	620	640	Granite black & white		
	640	660	Granite black & white		
	660	680	Granite black & white		
	680	700	Granite black & white		
	700	720	Granite black & white		
	720	740	Granite black & white		
	740	760	Granite black & white		
	760	780	Granite black & white		
	780	800	Granite black & white		
	800	820	Granite black & white		
	820	840	Granite black & white		
	840	860	Granite black & white		
	860	880	Granite black & white		
	880	900	Granite black & white		
	900	920	Granite black & white		
	920	940	Granite black & white		
	940	960	Granite black & white		
	960	980	Granite black & white		
	980	1000	Granite black & white		

Completed _____ Depth _____ (Measurable)
 Date: Started _____ Completed _____

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name All State Drilling, Inc. Firm No. _____

Firm Official _____ Date _____

and _____ Date _____

Driller or Operator _____ Date _____
 (Sign once for Firm Official & Operator)



Published on *Supreme Court* (<https://isc.idaho.gov>)

[Home](#) > I.R.C.P. 59. New Trial; Altering or Amending a Judgment

I.R.C.P. 59. New Trial; Altering or Amending a Judgment

Idaho Rules of Civil Procedure Rule 59. New Trial; Altering or Amending a Judgment.

(a) In General.

(1) *Grounds for a New Trial.* The court may, on motion, grant a new trial on all or some of the issues, and to any party, for any of the following reasons:

(A) irregularity in the proceedings of the court, jury or adverse party;

(B) any order of the court or abuse of discretion by which either party was prevented from having a fair trial;

(C) misconduct of the jury;

(D) accident or surprise, which ordinary prudence could not have guarded against;

(E) newly discovered evidence, material for the party making the application, which the party could not, with reasonable diligence, have discovered and produced at the trial;

(F) excessive damages or inadequate damages, appearing to have been given under the influence of passion or prejudice;

(G) insufficiency of the evidence to justify the verdict or other decision, or that it is against the law; or

(H) error in law, occurring at the trial.

(2) *Support for Motion.* Any motion for a new trial based upon any of the grounds set forth in subdivisions (A) – (E) must be accompanied by an affidavit stating in detail the facts relied upon in support of the motion. Any motion based on subdivisions (G) or (H) must set forth with particularity the factual grounds for the motion.

(3) *Further Action After a Non-Jury Trial.* On a motion for new trial in an action tried without a jury, the court may open the judgment, if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.

(b) Time to File a Motion for a New Trial. A motion for a new trial must be filed and served within 14 days after the entry of the judgment.

(c) Time to Serve Affidavits. When a motion for a new trial is based on affidavits, they must be filed and served with the motion. The opposing party has 14 days after being served to file and serve opposing affidavits, which period may be extended for up to an additional 21 days by order of the court or written stipulation. The court may permit reply affidavits. All affidavits filed under this rule must meet the requirements of Rule 56(c)(4).

(d) New Trial on the Court's Initiative or for Reasons Not in the Motion.

(1) *On Court's Own Initiative.* No later than 14 days after entry of judgment the court, on its own, may give notice of its intent order a new trial for any reason for which it might have granted a new trial on motion of a party. A notice of intent pursuant to this subdivision is to be treated as a motion for new trial filed by a party for the purpose of these rules and the Idaho Appellate Rules.

(2) *For Grounds not Stated in Motion.* The court may grant a motion for a new trial, timely served, for a reason not stated in the motion.

The court must give the parties notice and an opportunity to be heard before entering an order for new trial. The court must specify in the order the grounds for granting a new trial.

(e) Motion to Alter or Amend a Judgment. A motion to alter or amend the judgment must be filed and served no later than 14 days after entry of the judgment.

(Adopted March 1, 2016, effective July 1, 2016 (1).)

Powered by [Drupal](#)

Source URL: <https://isc.idaho.gov/ircp59-new>

Links

[1] <https://isc.idaho.gov/rules/IRCP/03012016-Adoption-Newly-Formatted.pdf>



Published on *Supreme Court* (<https://isc.idaho.gov>)

[Home](#) > I.R.C.P. 60. Relief From a Judgment or Order

I.R.C.P. 60. Relief From a Judgment or Order

Idaho Rules of Civil Procedure Rule 60. Relief From a Judgment or Order.

(a) Corrections Based on Clerical Mistakes; Oversights and Omissions. The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(b) Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect;

(2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or

(6) any other reason that justifies relief.

(c) Timing and Effect of the Motion.

(1) *Timing.* A motion under Rule 60(b) must be made within a reasonable time, and for reasons (1), (2), and (3) no more than 6 months after the entry of the judgment or order or the date of the proceeding.

(2) *Effect on Finality.* The motion does not affect the judgment's finality or suspend its operation.

(d) Other Powers to Grant Relief. This rule does not limit a court's power to:

(1) entertain an independent action to relieve a party from a judgment, order, or proceeding;

(2) to set aside, as provided by law, within one year after judgment was entered, a judgment obtained against a party who was not personally served with summons and complaint either in the state of Idaho or in any other jurisdiction, and who has failed to appear in the action; or

(3) set aside a judgment for fraud on the court.

(Adopted March 1, 2016, effective July 1, 2016 [1].)

Powered by Drupal

Source URL: <https://isc.idaho.gov/ircp60-new>

Links

[1] <https://isc.idaho.gov/rules/IRCP/03012016-Adoption-Newly-Formatted.pdf>

The following statutory summary is provided as an informational guide to assist the State in its reconciliation of the Woodard Property 19374 S HWY 95, Coeur D Alene ID, 83814 Records with current 2026 Idaho Legislative Standards

→ **IDWR COVER FILING: STATEMENT OF ADJUDICATION & RECORD RECONCILIATION**

MICHAEL AND KELLEY WOODARD (95-12515 & 95-11453)

To: Idaho Department of Water Resources (IDWR) / Northern Idaho Adjudication (NIA)

From: The Woodard Family (N/2 GOVT LOT 2 3149N04W {AIN 213201})

RE: Forensic Reconciliation of Water Right Seniority & Statutory Protections (1901–2026)

Purpose of Filing: This supplemental packet is submitted to ensure the official state record accurately reflects the 1901 Homestead Patent (No. 572) and to correct the administrative nomenclature variance (Woodward vs. Woodard) currently present in the digital index. This filing establishes the "Real Deal" chain of title and invokes the specific 2026 Idaho Legislative Protections that govern this parcel.

→ **STATUTORY BASIS FOR RECONCILIATION (The "High-Vis" Section)**

→ **THE NORTH IDAHO WATER RIGHTS SETTLEMENT *Signed: March 5, 2026 (Judicial Decree)***

- **The Law:** This settlement provides the final judicial "Shield" for all state-based water rights in North Idaho. It establishes that senior priority dates are immune to future claims once the record is reconciled.
- **The Woodard Impact:** This binder provides the 1901 Patent and the '97-'03 deeds to facilitate this reconciliation. Once the name is corrected from the "W ghost" error to Woodard, this right is legally finalized under the March 5th decree.

→ **SB 1326: THE PROPERTY RIGHTS PROTECTION ACT *Signed: March 31, 2026 (Effective Immediately)***

- **The Law:** Formally repeals the "Open Fields Doctrine" in Idaho. It codifies that a landowner's Expectation of Privacy extends to the entire deeded acreage, including all waterways and timberlands.
- **The Woodard Impact:** This record established that Section 31 is private, deeded land. Any surveillance, drones, or unauthorized physical "scans" of the creek or pastures for development planning (e.g., Red Hog Ranch) are civil violations carrying a \$1,000 penalty per occurrence.

→ **HB 749: ANNEXATION & DEVELOPMENT CONSENT *Passed: March 2026 (Effective 2026)***

- **The Law:** Amends Section 50-222, Idaho Code. It prevents cities or developers from "managing" senior landowners into forced associations or annexations without explicit, informed consent and detailed fiscal disclosures.
- **The Woodard Impact:** This filing serves as a formal Withholding of Consent for any "Managed" road or utility associations proposed by adjacent developments that overlap the Woodard 1901 Root.

→ **SB 1355: THE FAMILY LEGACY EXEMPTION *Passed: March 2026***

- **The Law:** Creates a "Subdivision Exemption" for historical family estates. It allows the transfer of 5+ acre parcels to immediate family members without triggering the expensive commercial subdivision requirements.
- **The Woodard Impact:** This ensures that the Woodard Family stewardship can be passed to the next generation without being governed by the same rules as a commercial high-density build-out.

→ RECORD OF ACTIVE STEWARDSHIP (The "Receipts")

This binder contains photographic evidence of Beneficial Use and Stewardship consistent with Idaho water law. Specifically:

- **April 20, 2024 (Two-Year Anniversary):** Comprehensive creek cleanup and removal of invasive hawthorns to ensure water flow and habitat health.
- **June 2022:** Active management of the "Yard Washout" and flood mitigation.
- **May 2024** The Lis Pendens filing (Instrument No. [2967284000 05/04/2024 16:00:03]) which put all parties on notice that the title and rights of these parcels were under active dispute and could not be "managed" by external developers.
- **July 3, 2025** *Red Hog Ranch Roads and Trails Association (Nonprofit with California Address 3008057000 07/03/2025 14:04:53) – Grantee*
- **December 3, 2025 11:28:22** *Red Hog Ranch Roads and Trails Association* Registers as an Idaho Domestic Entity with the Idaho Secretary of State.

→ CLOSING STATEMENT OF FACT

The Woodard family has operated as the Visible Sovereigns of Section 31 for over 28 years, anchored by a 125-year-old Patent. This packet is provided not as a "request," but as a Forensic Statement of Fact. We look forward to the IDWR updating its digital index to reflect the Woodard name and the senior priority of the 1901 Root.

Thank you in advance for your time and consideration.

Sincerely,

The Woodard Family

Successors In Interest to the Byron H. Williams Homestead Certificate #572 dated 2/19/1901

- Idaho law guarantees the right to *appropriate* the *unappropriated public waters* of the state for *beneficial* purposes.
- When a right to the use of the *public water* is established by *appropriation*, the resulting *water right* is a real property right.
- The laws of the State of Idaho protect real property rights, including *water rights*.
- The real property right in water is secure so long as at it is *beneficially* used.

U.S. Water Policy

- Through most of US history, water policies have generally worked against conservation.
 - ❖ In well-watered eastern states, water policy was based on riparian use rights.
 - ❖ In drier western regions where water is often a limiting resource, water law is based primarily on prior appropriation rights.
- Fosters "Use it or Lose it" policies.

Appropriative Water Rights

- Based on protecting senior water users from having their supplies diminished by newcomers
- Not based on land ownership
 - No preference to riparian landowners
- First in time, first in right
 - Priority established by date water is appropriated
 - Early users senior to later users
- Right to use, not to own
- Use it or lose it
- Beneficial use is required



Water Rights

- Must be well defined
 - Quantity that may be diverted and consumed
 - Time and place of diversion
 - Quality of delivered water and place of application
- Should be:
 - Universal - Privately owned and completely specified
 - Exclusive - Benefits and costs accrue to the owner
 - Transferable - Entirely voluntary
 - Enforceable - Secure from seizure or encroachment
- Two Systems
 - Riparian
 - Appropriative

U.S. Water Rights

- U.S. water management policy (Postel and Richter, pp. 92 – 97)
 - No overarching national vision or goal
 - Deferred to the states (water allocation, use, and management)
 - If state law conflicts with federal, federal wins
 - International treaties *should* win over federal law
- Water resources of the Rio Grande, Colorado, and Columbia Rivers
 - Allocated by treaties between nations (US-Canada, US-Mexico)
- Within states, water rights allocate water to
 - River authorities, municipal water districts, cities, irrigation districts, farmers, industries, and citizens
- Water districts or river authorities
 - Distribute water to customers by contract



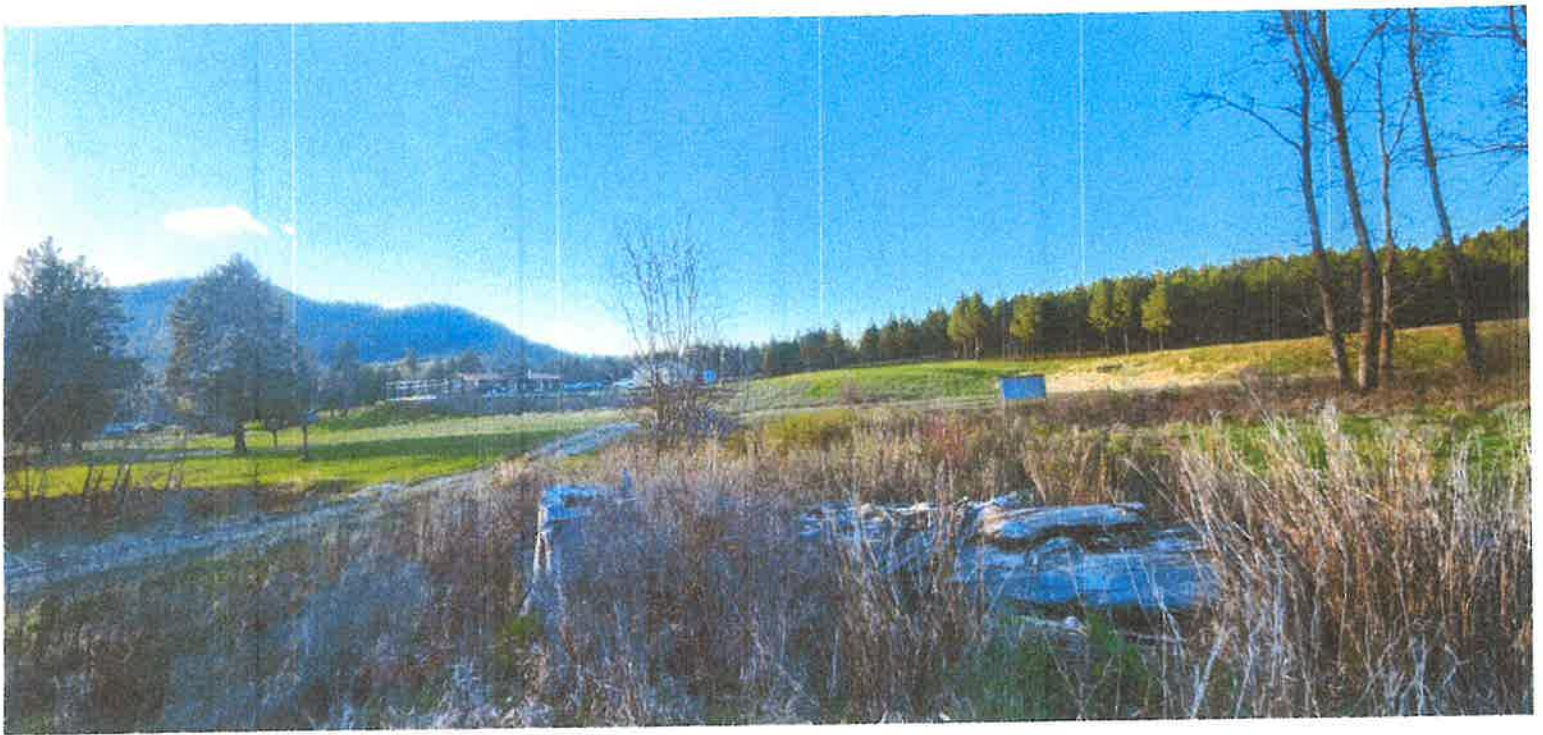
19374 South Highway 95 (83814) - Woodard 1



The address of 19374 S Highway 95, Coeur d'Alene Idaho was issued May 2002. The Woodard's moved into this home June 11, 2003 and never left.



19374 South Highway 95 (83814) - Woodard 2



19374 South Highway 95 (83814) – Michael and Kelley Woodard - N/2 of Govt Lot 2 31-49N-04W



19374 South Highway 95 (83814) – Michael and Kelley Woodard - N/2 of Govt Lot 2 31-49N-04W



19374 South Highway 95 (83814) – Michael and Kelley Woodard - N/2 of Govt Lot 2 31-49N-04W



19374 South Highway 95 (83814) - Woodard 3

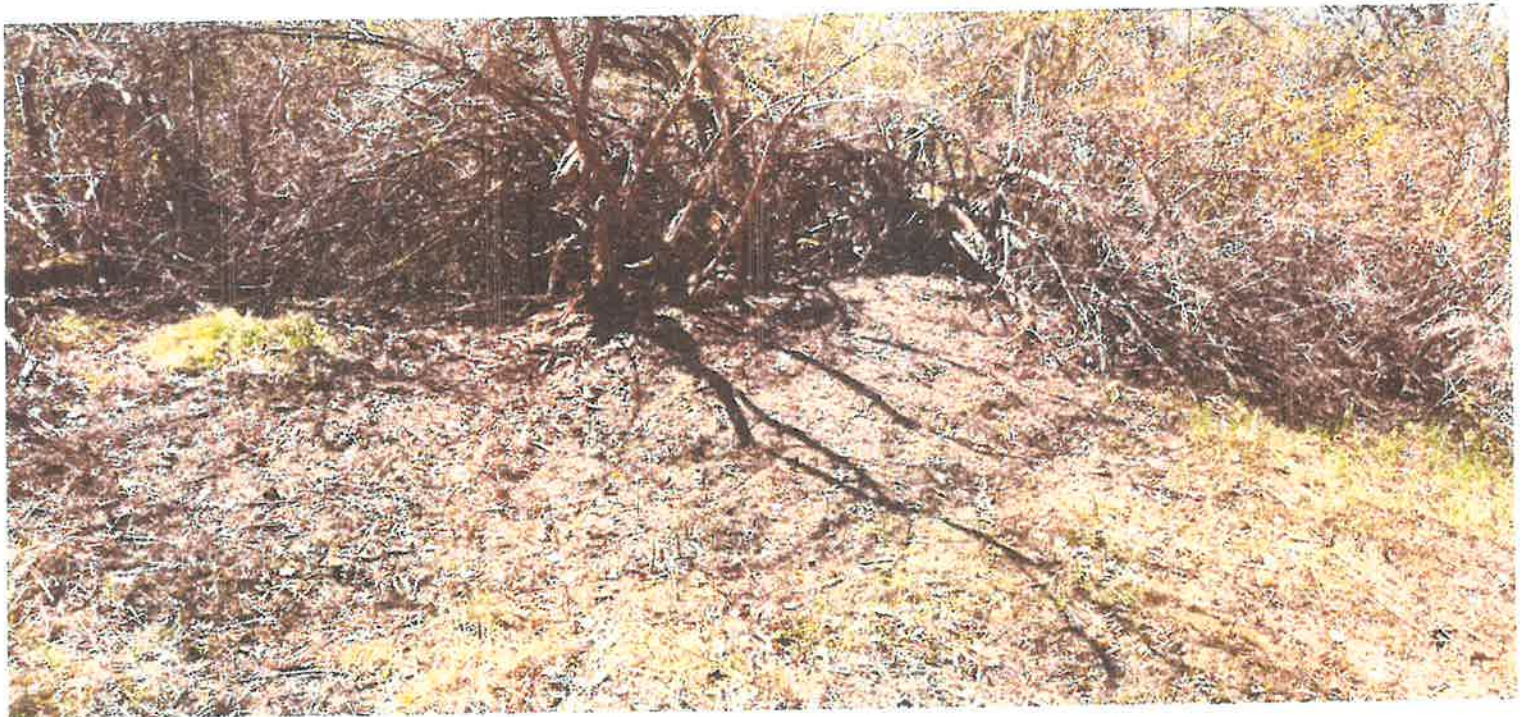


19374 South Highway 95 (83814) - Woodard 4



19374 South Highway 95 (83814) - Woodard 5

The Woodard's started cleaning out their creek in the spring of 2024 and have made it a continual project.



Creek Bed Cleanup Began April 2024 1



Creek Bed Cleanup Began April 2024 2



Creek Bed Cleanup Began April 2024 3



Creek Bed Cleanup Began April 2024 4



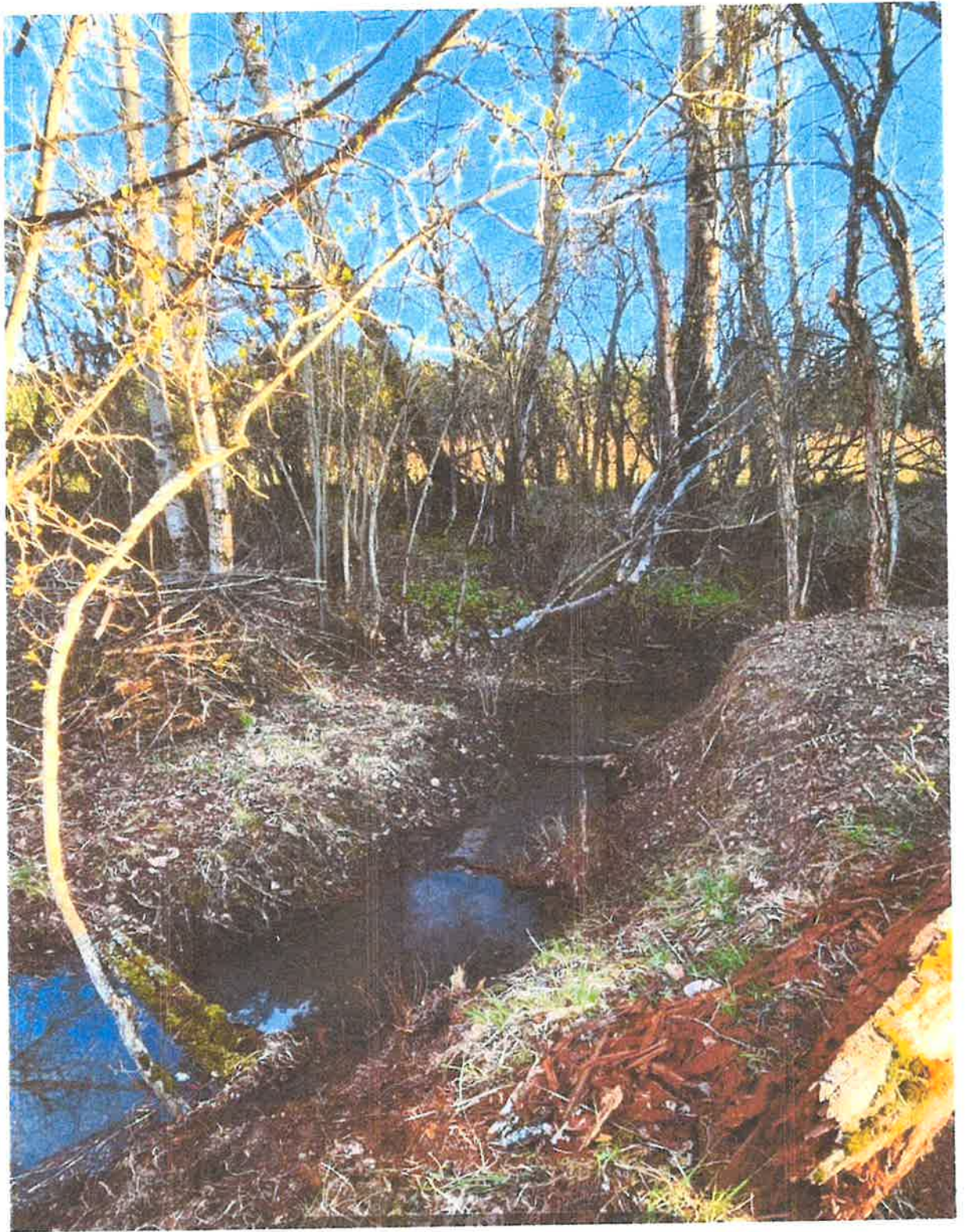
Creek Bed Cleanup Began April 2024 5



Creek Bed Cleanup Began April 2024 6



Creek Bed Cleanup Began April 2024 7



Creek Bed Cleanup Began April 2024 8



Creek Bed Cleanup Began April 2024 9



Old Bottles found on the creek bank 1



Figure 1 F and G Timberlands LLC Logging Trucks crushed a culvert put in by Wayne Earling, washing the Woodard yard (19374 S Highway 95). This action caused the Woodard family to move their entire septic system and replace the extensive damage done to the property. Woodard's contacted the Dept of Lands to come out to ensure we had fixed it correctly since the entity that damaged it did not. We had Dept of Lands come out to ensure we would not encounter the same issue or impede the business of the neighboring landowner



S.

F and G Timberlands LLC 1



F and G Timberlands LLC 2



F and G Timberlands LLC 3



F and G Timberlands LLC 4



F and G Timberlands LLC 5



F and G Timberlands LLC 6

F and G Timberlands LLC 7



F and G Timberlands LLC 8 - near with logs and equipment close to water right 95-11453



F and G Timberlands LLC 9



F and G Timberlands LLC 10



F and G Timberlands LLC 11



F and G Timberlands LLC 12 – {Koth Road? Idaho Road? Worley Highway District/Atty Weeks {2:22-cv-000464-BLW}}

< CDA National... 🔍



cdanationalreserve



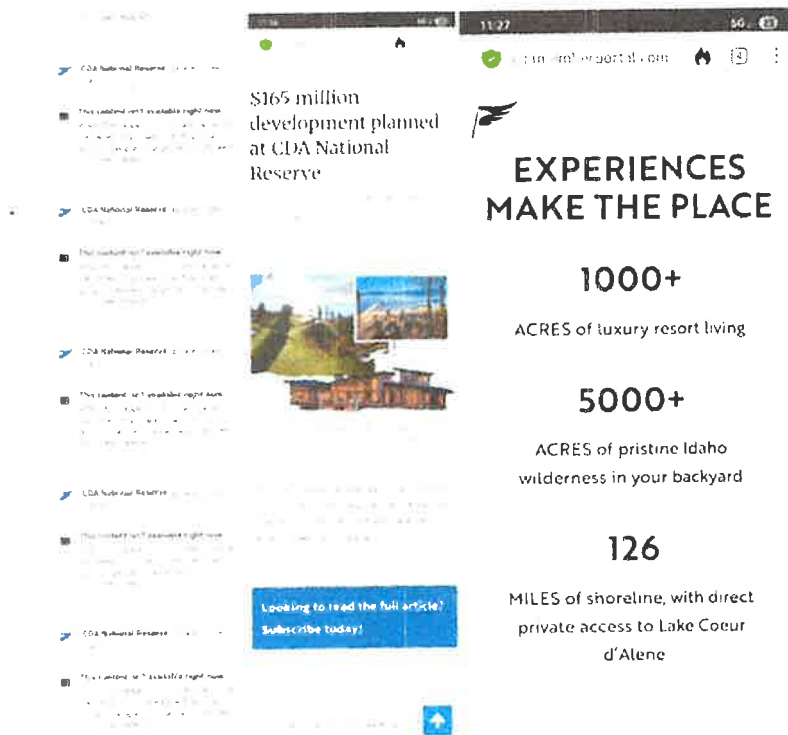
66 5

snapshot of CDA
Natuonal Reserve video
from Instagram
02/07/2022

1,310 views

cdanationalreserve The moment you have all been waiting for... It's here! Check out this video to see what all has been going on around CDA National Reserve. We are stoked to share this with you. Share your excitement in the comments, and stay tuned for next month's...

< CDA National...   



\$165 million
development planned
at CDA National
Reserve

**EXPERIENCES
MAKE THE PLACE**

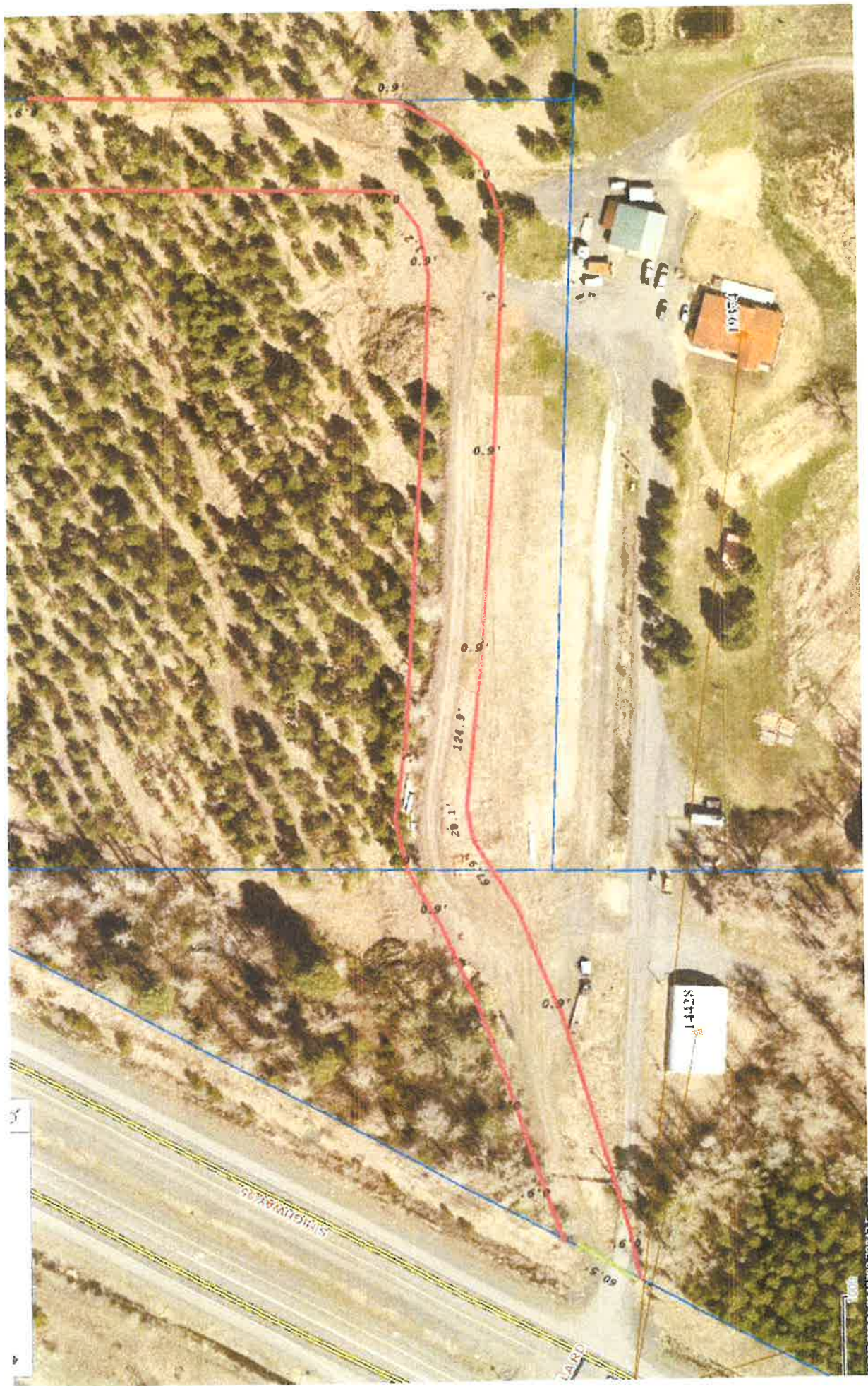
1000+
ACRES of luxury resort living

5000+
ACRES of pristine Idaho
wilderness in your backyard

126
MILES of shoreline, with direct
private access to Lake Coeur
d'Alene

Looking to read the full article?
Subscribe today!





STATE OF IDAHO
COUNTY OF KOOTENAI

April 15, 2026

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF
THE ORIGINAL NOW ON FILE OR RECORDED IN THIS OFFICE

MARRIAGE / INSTRUMENT # 3039366000

BOOK _____ PAGE _____ ■ NOT TO SCALE
JENNIFER LOCKE BY [Signature] DEPUTY PAGE COUNT 2 PAGES
CLERK

JENNIFER LOCKE 2 P 3039366000
KOOTENAI COUNTY RECORDER
SAM Date 04/15/2026 10:49 AM
REQ OF MICHAEL & KELLEY WOODARD

RECORDING FEE: \$15.00 DD
[Barcode]

WARRANTY DEED

GRANTOR: MICHAEL R. WOODARD and KELLEY I. WOODARD, Husband, and Wife.

GRANTEES: MICHAEL R. WOODARD and KELLEY I. WOODARD, Husband, and Wife, as
Joint Tenants with Right of Survivorship. 19374 S HWY 95 Coeur d'Alene ID 838141

FOR VALUE RECEIVED, Grantor does hereby grant, bargain, sell, and convey unto the
Grantees the following described real property in Kootenai County, Idaho:

I. THE SOVEREIGN ROOT OF TITLE:

This conveyance is anchored to the original federal grant issued by the United States of America
to BYRON H. WILLIAMS via Homestead Certificate No. 572, Patent No. 147, issued February
9, 1901, and recorded in Volume 10, Page 147 of the General Land Office records. Title is hereby
affirmed as flowing directly from the United States Government through the lawful chain of
successors and assignees to the Grantees herein.

II. LEGAL DESCRIPTION:

The North Half (N/2) of Government Lot 2, Section 31, Township 49 North, Range 4 West,
Boise Meridian, according to the official U.S. Government Survey of 1893.

III. REPUDIATION OF FRAUDULENT IDENTITY:

Grantors hereby formally disaffirm and repudiate the unauthorized and fraudulent use of the
name "Woodward" as it appears in Instrument No. 2507309000. Said instrument was executed
without the consent of the true owners, contains a false identity, and is hereby declared a legal
nullity that does not, and cannot, attach to the 1901 Sovereign Chain of Title.

IV. WATER RIGHTS:

Together with all appurtenant water rights, specifically IDWR Decreed Water Rights 95-11453
and 95-12515, which are the exclusive property of the Grantees and are tied directly to the 1901
Root.

V. SURVEY BOUNDARIES:

The boundaries of this estate are strictly governed by the 10th Standard Parallel North as
established by the federal survey and the 1901 Patent.

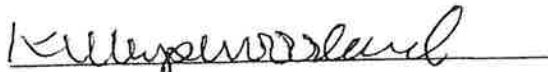
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantees, that they are the owners in fee simple of said premises; that they are free from all
encumbrances and that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

[SIGNATURES AND NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE]

Grantor Initials: [Signature] [Signature]

DATED 15th day of April 2026.


MICHAEL R. WOODARD, Grantor


KELLEY I. WOODARD, Grantor

STATE OF IDAHO)

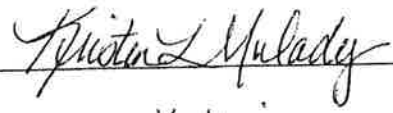
) ss.

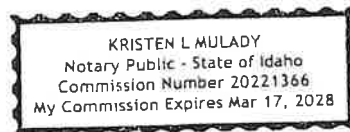
COUNTY OF KOOTENAI)

On this 15th day of April, in the year 2026, before me, a Notary Public in and for said State, personally appeared **MICHAEL R. WOODARD** and **KELLEY I. WOODARD**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

NOTARY PUBLIC FOR THE STATE OF IDAHO


Residing at: Kootenai



My Commission Expires: 03/17/2028

STATE OF IDAHO
COUNTY OF KOOTENAI } ss.
AT THE RESIDENCE OF
Thomas M. Mitchell

Oct 29 11 11 AM '97

CADRE ENGLISH

FEE\$ 6.00

1511270

GIFT DEED

This gift deed, wherein GODDE 1980 TRUST, Grantor, does hereby give, convey, release, remise and forever quitclaim to Michael J. Woodard and Patricia A. Woodard, husband and wife, whose mailing address is S. 10612 Kiesling Rd., Spokane, WA, does hereby convey the following described premises in Kootenai County, Idaho:

The Northwest Quarter of Government Lot 2, Section 31, Township 49 North Range 4 West, Boise Meridian.

Reserving in the grantor an easement across the north 70 feet of said parcel, for road access to U. S. Highway 95, in favor of other lands of grantor.

together with their appurtenances.

Dated this 27th day of September, 1997.

GODDE 1980 TRUST, by

Forrest G. Godde
Forrest G. Godde

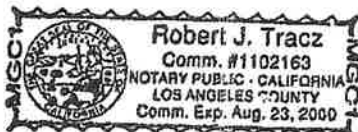
Margaret C. Godde
Margaret C. Godde
Trustees
Grantor

STATE OF CALIFORNIA:

:ss.

County of LOS ANGELES:

On this 27th day of September, 1997, before me, the undersigned Notary Public, personally appeared Forrest G. Godde, known or identified to me to be one of the persons whose names are subscribed to the foregoing and acknowledged to me that he executed the same in his capacity as trustee.



Robert J. Tracz
Notary Public for California
residing at LANCASTER, CA
Comm. expires: 08-23-2000

1511270

STATE OF CALIFORNIA:

:ss.

COUNTY OF LOS ANGELES:

On this 27th day of September, 1997, before me, the undersigned Notary Public, personally appeared Margaret C. Godde, known or identified to me to be one of the persons whose names are subscribed to the foregoing and acknowledged to me that she executed the same in her capacity as trustee.



Robert J. Tracz
Notary Public for California
residing at LANCASTER, CA
Comm. expires: 08-23-2000

1742834

WARRANTY DEED

Grantor, The Godde 1980 Trust, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto MICHAEL J. WOODARD and PATRICIA ANN WOODARD, whose current address is: S 10612 Kiesling Rd., Spokane, WA 99223, as Grantee, and to Grantee's assigns forever, all of the following described real estate located in Kootenai County, Idaho, to wit:

The East ½ of the North ½ of Government Lot 2, Section 31, Twp. 49 North, Range 4, W.B.M.

TOGETHER with an easement for ingress, egress and utilities over and across the existing road on Grantor's real property in Section 36, Twp. 49, North, Range 5 W.B.M, Kootenai County, Idaho, lying south and east of the right of way of U.S. Highway 95 and west of the North ½ of said Government Lot 2.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining to said real property.

RESERVING UNTO THE GRANTOR, its successors and assigns a perpetual Seventy (70) foot wide easement for ingress, egress and utilities over and across the above described property, for the perpetual use and benefit of all the Grantor's remaining adjacent and adjoining property, including any subdivisions thereof. Provided that the location of this easement shall be at such location as Grantor may determine and further provided utilities under this reservation may be placed outside the road easement right of way described herein, and placed at such locations on the real property as Grantor may determine.

SUBJECT TO:

1. Real property taxes and assessments for the year 2002 and all subsequent years; and
2. Easements, restrictions, covenants, and reservations of record or in view.

Grantor, for itself and assigns does hereby covenant, warrant, and shall defend the quiet and peaceable possession of said premises by the Grantee and its assigns forever against the lawful claims of all persons.

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF

Witherspoon, Kelley

APPROVED AS TO FORM

Michael Woodard
Patricia A. Woodard

WARRANTY DEED -Page 1
WarrantyDeed

JUL 17 1 57 PM '02

DANIEL J. ENGLISH

DEPUTY

FEES

1742834

IN WITNESS WHEREOF, Grantor has hereunder subscribed its name to this instrument
this 19th day of June 2002.

THE GODDE 1980 TRUST

By: Forrest G. Godde

Forrest G. Godde, Trustee

By: Margaret C. Godde

Margaret C. Godde, Trustee

STATE OF CALIFORNIA)

) ss.

County of Los Angeles)

I certify that I know or have satisfactory evidence that Forrest G. Godde signed this instrument as trustee of The Godde 1980 Trust, and acknowledged it to be the free and voluntary act of said Trust, for the uses and purposes mentioned in the instrument, and on oath stated that he is authorized to execute said instrument.

DATED this 19th day of June 2002.

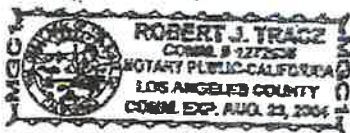
Robert J. Tracy
Notary Public in and for the State of California
Residing at: Lancaster, California
My appointment expires: 08-23-2004

STATE OF CALIFORNIA)

) ss.

County of Los Angeles)

I certify that I know or have satisfactory evidence that Margaret C. Godde signed this instrument as trustee of The Godde 1980 Trust, and acknowledged it to be the free and voluntary act of said Trust, for the uses and purposes mentioned in the instrument, and on oath stated that she is authorized to execute said instrument.

DATED this 21st day of June 2002.

Robert J. Tracy
Notary Public in and for the State of California
Residing at: Lancaster, California
My appointment expires: 08-23-2004

Filed for Record at Request of:
Witherspoon, Kelley, Davenport
& Toole, P.S.
The Spokesman Review Building
608 Northwest Boulevard, Suite 401
Coeur d'Alene, Idaho 83814
Attn: Dennis M. Davis

1785704

QUITCLAIM DEED
[Lot Line Adjustment]

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF Michael + Patricia Woodard

2003 MAR -7 A 9:10

DANIEL J. ENGLISH

DEPUTY
FEES

6.00

GRANTORS, MICHAEL J. WOODARD and PATRICIA ANN WOODARD, of Spokane, County of Spokane, State of Washington, for a good and valuable consideration, the receipt whereof is hereby acknowledged, does REMISE, RELEASE and forever QUITCLAIM unto MICHAEL J. WOODARD and PATRICIA ANN WOODARD, whose current address is: S 10612 Kiesling Road, Spokane, WA 99223, as GRANTEEES, and to Grantees' heirs and assigns forever, all the following described real estate, situated in Kootenai County, State of Idaho, to-wit:

North 1/2 of Government Lot 2, Section 31, Twp. 49 North, Range 4,
W.B.M. Kootenai County Idaho.

This conveyance is made for the purposes of effecting a lot line adjustment to qualify for a free split of parcel 49N04W-31-5000 in accordance with the Kootenai County Subdivision Ordinance No. 306, Section 1.05a.

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and together with all after-acquired title.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set their hands this 7 day of March, 2003.

Michael J. Woodard
MICHAEL J. WOODARD

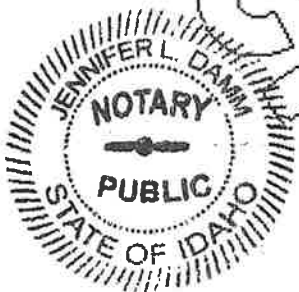
Patricia A. Woodard
PATRICIA ANN WOODARD

1785704

STATE OF IDAHO)
(ss
County of Kootenai)

On this 7th day of March, 2003, before me, the undersigned Notary Public in and for the said State, personally appeared Michael J. Woodard and Patricia Ann Woodard, known to me to be the person whose name is subscribed to the within Quitclaim Deed and acknowledged to me that they executed the same.

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



Jennifer L. Damm
Jennifer L. Damm
Notary Public for Idaho
Residing at: Coeur d'Alene
Commission expires: 10-14-03

EASEMENT AMENDMENT AND LOCATION

F & G TIMBERLANDS, LLC ("F&G"), an Idaho limited liability company with an address of Steve Godde, Manager, 5709 Avenida Entrada, Palmdale, California 93551, as successor in interest to The Godde 1980 Trust with retained easement rights under a certain Warranty Deed between The Godde 1980 Trust, Grantor, and Michael J. Woodward and Patricia Ann Woodward, Grantee, with an address of S 10612 Kiesling Road, Spokane, Washington 99223, under the certain Warranty Deed recorded as Kootenai County Instrument No. 1742834 on July 17, 2002, does hereby locate the easement retained by Grantor under said Warranty Deed, specifically being a perpetual 70 foot wide easement for ingress and egress and utilities over and across certain property, for perpetual use and benefit of Grantor's remaining adjacent and adjoining property, including any subdivision thereof as specifically set forth in said Warranty Deed. The location of the easement provided for in said Warranty Deed is set forth and legally described on **Exhibit A** hereto and as depicted on **Exhibit A "Sketch - Strip Description"** attached hereto.

By this recording, Grantor hereby exercises its rights in locating the easement reserved by Grantor under said Warranty Deed.

IN WITNESS WHEREOF, Grantor has hereunder subscribed its name to this instrument this 14 day of July, 2015.

F & G TIMBERLANDS, LLC

By 

Steven Godde, Manager

By 
Margaret C. Godde, Manager

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared before me Steven F. Godde who, being by me first duly sworn, declared that he is Manager of F & G Timberlands, LLC, the entity that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

See attached Notary MP 7.14.15
Notary Public for _____
Residing at _____
My Commission Expires _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared before me Margaret C. Godde who, being by me first duly sworn, declared that she is Manager of F & G Timberlands, LLC, the entity that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

See attached Notary MP 7.14.15
Notary Public for _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 14 July 2015 before me, Melissa Ramirez, Notary Public
(insert name and title of the officer)

personally appeared Steven Godde
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melissa Ramirez

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of Los Angeles

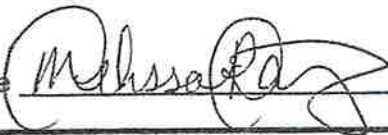
On 14 July 2015 before me, Melissa Ramirez, Notary Public.
(insert name and title of the officer)

personally appeared Margaret C. Godde
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT "A"

A strip description for a parcel of land located within the Northwest 1/4 of Section 31, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho; said parcel of land being within property described in Quitclaim Deed Instrument # 1785704000, the boundary of which is derived from survey data as shown on Record of Survey Instrument # 1648024, Kootenai County, Idaho, Recorder's office, said strip description as follows:

BEGINNING at the Northwest corner of Section 31, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, per CP&F Instrument # 1622790, which bears North 01°00'31" East 2655.54 feet from the West 1/4 corner of said Section 31, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, per CP&F Instrument # 1623177, said course being the BASIS OF BEARINGS for this description;

Thence; South 01°00'31" West along the West boundary of said Section 31, a distance of 1327.77 feet to the Northwest corner of said Quitclaim Deed Instrument # 1785704000;

Thence; South 87°54'19" East, along the North boundary of said Quitclaim Deed Instrument # 1785704000 a distance of 601.57' feet to a computed point on said North boundary of said Quitclaim Deed Instrument # 1785704000, said point being the "TRUE POINT OF BEGINNING" for this strip description;

Thence; along a centerline for a 70 foot wide strip of land, 35 feet left and right of, and parallel to the centerline of the following courses:

South 39°30'56" East a distance of 25.13 feet to a computed point on the centerline of said 70 foot strip;

Thence; South 12°32'16" East a distance of 148.86 feet to a computed point on the centerline of 70 foot strip;

Thence; South 05°13'36" East a distance of 170.41 feet to a computed point on the centerline of 70 foot strip;

Thence; South 13°15'49" East a distance of 244.15 feet to a computed point on the centerline of 70 foot strip;

Thence; South 09°47'43" East a distance of 99.53 feet, more or less, to a computed point of said centerline of 70 foot strip on the South boundary of said Quitclaim Deed Instrument # 1785704000, said point being the "POINT OF TERMINUS" of this strip description.

Above described parcel containing 48,166 Square Feet, or 1.1057 Acres, more or less.



"EXHIBIT "A"

SKETCH - STRIP DESCRIPTION



NORTHWEST CORNER
SECTION 31

WEST LINE SECTION 31

S 01°00'31" W 1327.77'
S 87°54'19" E 1310.60'
S 87°54'19" E 601.57'

"TRUE POINT OF BEGINNING"

METAL
QUONSET
CARPORT
(LOCATION APPROXIMATE)

CENTERLINE
EXISTING 12'
TRAIL

APPROX.
CENTERLINE
TOP OF
LAGOON DIKE

APPROX.
WEST TOE
OF LAGOON DIKE

NORTH 1/2 GOVT. LOT 2

(Quitclaim Deed Instrument # 1785704000)

N 01°00'31" E 663.89'

S 01°01'16" W 865.45'

LOCATION 70 FOOT
EASEMENT
DESCRIPTION

Area= 48,166 sq ft,
1.1057 acres, more, or less

THIS SKETCH IS MEANT
TO BE ONLY A VISUAL AIDE
TO WRITTEN DESCRIPTION,
AND IS NOT TO BE USED
FOR ANY OTHER PURPOSE



SCALE: 1"=100'

"POINT OF TERMINUS"

N 87°50'13" W 1310.48'

AFTER RECORDING MAIL TO:

Hennessey & Edwards, P.S.
1403 S. Grand Blvd. Ste. 201-S
Spokane, WA 99203

2017-11-8

QUIT CLAIM DEED

THE GRANTOR, **PATRICIA A. WOODARD**, a single person, for and in consideration of love and affection; conveys and quit claims to **MICHAEL R. WOODARD** and **KELLEY WOODARD**, husband and wife, whose mailing address is 19374 Hwy 95, Coeur d'Alene, ID 83814, the following described real property, situate in the County of Kootenai, State of Idaho, including any interest therein which grantor may hereafter acquire:

The North Half of Government Lot 2 in Section 31, Township 49 North,
Range 04 West, B.M., Kootenai County, Idaho.

DATED this 33 day of October, 2017.

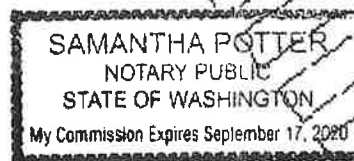

PATRICIA A. WOODARD

STATE OF WASHINGTON)
: ss.
County of Spokane)

On this day personally appeared before me **PATRICIA A. WOODARD**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of October, 2017.


NOTARY PUBLIC in and for the State of
Washington, residing at Spokane.
My Commission Expires: 9-17-20



QUIT CLAIM DEED - 1

E:\W\Woodard, Patricia\QCD.Mike&Kelley.doc

ACCOMMODATION RECORDING

KOOTENAI COUNTY TITLE COMPANY
has not examined this document,
assumes no liability as to its validity
and its affects upon the title.

Land Patent Details

Accession Nr: ID0460___147 Document Type: State Volume Patent State: Idaho Issue Date: 2/9/1901 Cancelled: No

Names On Document

WILLIAMS, BYRON H	
Military Rank:	---

Miscellaneous Information

Land Office:	Coeur D Alene
US Reservations:	Yes
Mineral Reservations:	No
Tribe:	---
Militia:	---
State In Favor Of:	---
Authority:	May 20, 1862: Homestead Entry Original (12 Stat. 392)

Document Numbers

Document Nr:	572
Misc. Doc. Nr:	710
BLM Serial Nr:	IDIDAA 028049
Indian Allot. Nr:	---

Survey Information

Total Acres:	160.17
Survey Date:	---
Geographic Name:	---
Metes/Bounds:	No

Land Descriptions

State	Meridian	Twp - Rng	Aliquots	Section	Survey #	County
ID	Boise	049N - 004W	Lot/Trct 1	31		Kootenai
REMARKS: LOT 1 OR NWNW QUARTER						
ID	Boise	049N - 004W	Lot/Trct 2	31		Kootenai
REMARKS: LOT 2 OR SWNW QUARTER						
ID	Boise	049N - 004W	Lot/Trct 4	30		Kootenai
REMARKS: LOT 4 OR SW5W QUARTER						
ID	Boise	049N - 005W	SE1/4SE1/4	25		Kootenai



The United States of America,

To all to whom these Presents shall come, Greeting:

Homestead Certificate No. 572
Application 710 -

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Creer d'Alone Idaho, whereby it appears that, pursuant to the Act of Congress

approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Byron H. Williams

has been established and duly consummated, in

conformity to law, for the Lots numbered one and two of Section thirty-one and the Lot numbered four of Section thirty in Township forty-nine North of Range four West and the North East quarter of the South East quarter of Section twenty-five in Township forty-nine North of Range five West of Boise Meridian in Idaho containing one hundred and sixty acres and seventeen hundredths of an acre.

according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

Now know ye that there is, therefore, granted by the United States unto the said Byron H. Williams

the tract of Land above described: To have and to hold the said tract of Land with the appurtenances thereof unto the said Byron H. Williams and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs and in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a mine or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted, a right of way therein for ditches or canals constructed by the authority of the United States.

In testimony whereof, J. William McKimley, PRESIDENT OF THE UNITED STATES OF AMERICA, has caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the ninth day of February, in the year of our Lord one thousand eight hundred and one, and of the Independence of the United States three hundred and twenty-fifth.

By the President,

William McKimley

By

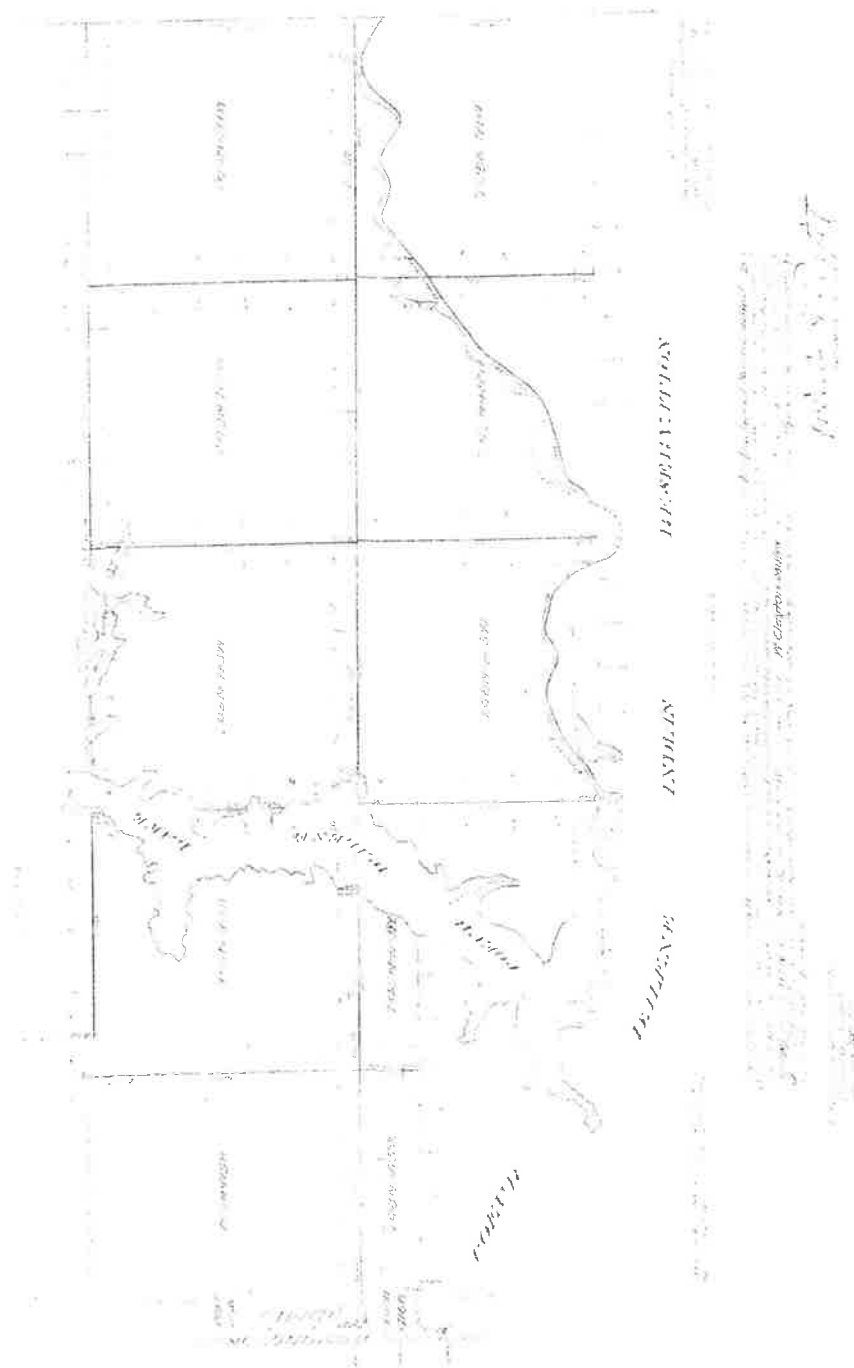
M. M. Kearney

Secretary

C. H. Brush

Recorder of the General Land Office

MAP
 OF EXTENDING WATER CONTINUIT
 NO. 23
 IDAHO



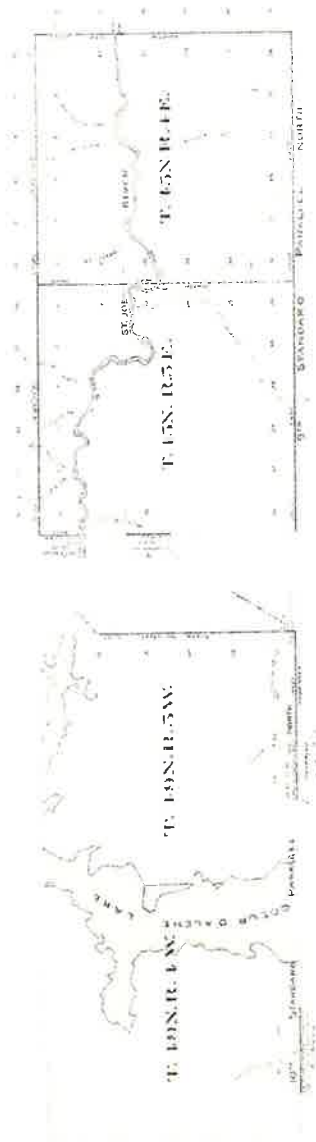
INTERIORS

SURVEYED, RESURVEYED AND RETRACED UNDER CONTRACT N°221, IDAHO.

Figure 4 - Schematic of the FTS



TABLE OF MILEAGE

[illegible][illegible]

KOOTENAI COUNTY 055
COEUR D'ALENE DISTRICT

MT PLAT

[illegible]

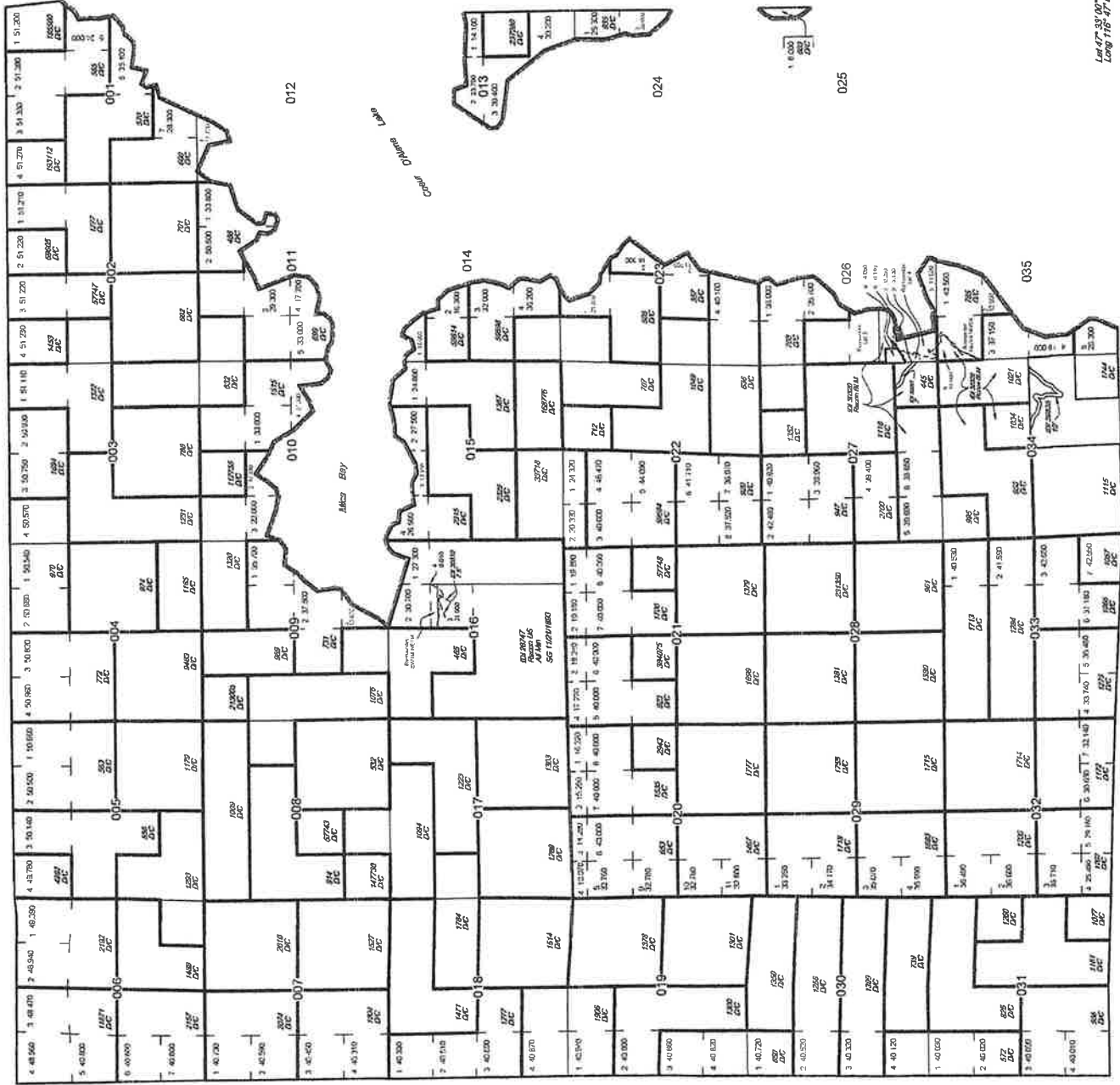
IDI 28747 SX WD to U.S. NOE until order issues
 Sec 16: SWNIE (portion), SWNWM, SW, WZSE

 IDI 30320 PX WD to BLM OE on 05/16/1997
 Sec 26: 1 r/s 3.4 (portion)
 Sec 27: SZSE
 Sec 34: NE
 Sec 35: ANW/WW (portion)

FOR ORDERS AFFECTING DISPOSAL OR USE OF
UNIDENTIFIED LANDS REFER TO INDEX OF
MISCELLANEOUS DOCUMENTS

[illegible]

T 49 N
R 4 W



Lat 47° 39' 00" N
Long 116° 47' 00" W

[illegible]

U.S. Bureau of Land Management - Idaho State Office
1387 S. Vinnell Way Boise, Idaho 83709
(208) 373-4000



NOKIA

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 95-12515

RECEIVED

DEC 10 2020

RECEIVED
OFFICE OF
WATER RESOURCES

NAME AND ADDRESS: KELLEY I WOODARD
MICHAEL R WOODARD
19374 S HWY 95
COEUR D'ALENE, ID 83814

SOURCE: GROUND WATER

QUANTITY: 0.02 CFS

The quantity of water under Right Nos. 95-12515 and 95-11453
shall not exceed 13,000 gallons per day.

PRIORITY DATE: 03/11/1994

POINT OF DIVERSION: T49N R04W S31 LOT 1 (NNW) Within Kootenai County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic	01-01 TO 12-31	0.02 CFS

Domestic use is for 1 home.

PLACE OF USE: Domestic Within Kootenai County
T49N R04W S31 LOT 2 (SWNW)

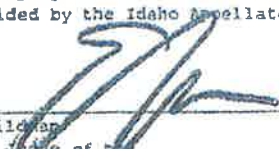
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a
determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication



Ident. No.

95-93-N-0244-000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR DRILLING PERMIT

1. Name: FORREST GODDE
Address: 666 W AVENUE I
LANCASTER CA 93534

O 805-942-6113

2. Proposed Well Location: Township 49N, Range 04W, Sec. 31, SWNWNW
ROOTENAI County

Street Address of Well Site: M MARKER 417 HWY. 95

ID

3. Proposed Use of Well: Domestic

The use of water for homes, organization camps, livestock and for any other purpose in connection therewith, including irrigation for up to .5 acres of land, if the total use is not in excess of 13,000 gpd; or any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

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

4. Well Construction Information:

- A. New Well
B. Proposed Surface Diameter 8 In. Proposed Maximum Depth 200 Ft.
C. Anticipated Bottom Hole Temperature: 85 F or less (Cold water well;
(NOTE: Construction diagrams and/or other information may be requested for monitor, low temperature geothermal, municipal and artesian wells.)

5. Construction Start Date: 11/20/1993

6. Anticipated Well Driller: ~~J & J DRILLING INC.~~ #414

NOTE: The actual well driller must be identified prior to drilling.

7. Applicant's Signature Forrest Godde by Mike Woodard Date 11/19/94

Title Rep. For Forrest Godde See Power of Attorney attached
(Owner, Firm Representative, Other)

Fee \$ 35.00 Receipted by [Signature] No. N007184 Date 11/19/93

(Continued)

ACTION OF THE DEPARTMENT OF WATER RESOURCES

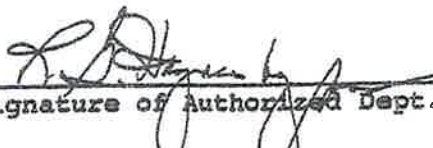
This permit is APPROVED

Date: 11/19/1993

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

CONDITIONS OF APPROVAL:

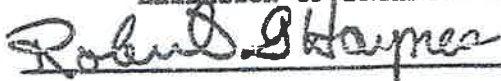
1. This drilling permit is valid for two (2) months from the approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare which may be required before construction of this well.
3. The well shall be constructed by a driller currently licensed in the state of Idaho who must maintain a copy of the drilling permit at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho.
7. If the bottom hole temperature of 85 degrees or greater is encountered, well construction shall cease and the well driller and the well owner shall contact the Department immediately.


Signature of Authorized Dept. Representative


Title

EXTENSION OF DRILLING PERMIT

Extension Approved by:



Approval Date:

Expires On:

MAR 10 1994

MAY - 5 1994

Kelley Woodard**From:** Access Idaho [webmaster@accessidaho.org]**Sent:** Friday, May 14, 2010 1:56 PM**To:** kelley.woodard@activeelectronicsllc.com**Subject:** Receipt for Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY

Thank you for your business. Your statement will indicate that **Idaho.Gov State of ID** has charged you for the following transaction.

Please save or print this page for future reference -- It is your receipt for these charges.

Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY**Service:** Adjudication NIA Claims

Description	Cost	Qty	Total
Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY	\$26.93	1	\$26.93
Total:			\$26.93

Name: Kelley Illene Woodard**Address:** 19374 S HWY 95
Coeur d'Alene, ID US 83814**Telephone Number:** 2087656142**Email Address:** kelley.woodard@activeelectronicsllc.com**Card Number:** xxxxxxxxxxxxx4460**Card Type:** Visa**Transaction ID:** 2740297**Description:** Water Right 95-12515 (Claim ID 3413) for
WOODARD, KELLEY**Cost:** \$26.93 (1 x \$26.93)Billing problems? Contact [Access Idaho](#) (208) 332-0102, 1 (877) 4ID-EGOV.

Print Claim Stub

Thank you for submitting your claim to IDWR.
If paying in person, please print this page and bring it with you.
If paying by mail, make sure to enclose a copy of this page with your payment.

If you experience printing problems or do not have a printer, copy this information and include it with your payment.
Please type or write clearly. Please include the claim number shown below on any supporting documents you submit to IDWR.

Thank you for paying online.
Please print this page for your records

[Print This Page](#)

Claim Number:	95-12515	<i>guarant well</i>
Claim Fee:	\$25.00	
Claimant(s):	MICHAEL R AND KELLEY I WOODARD	
	19374 S HWY 95 COEUR D'ALENE , ID 83814	
Claimed Purpose(s) of Use:	DOMESTIC	

[Go to View History page](#)

[Logout](#)

Office address and phone number:
Idaho Department of Water Resources
7600 Mineral Dr. Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800


[HOME](#) [CONTACT US](#)


Payment Information (1 of 2)

 Search IDWR website

Need More Information?

Idaho Department of
Water Resources
322 E. Front St
PO Box 83720
Boise, Idaho 83720-0098
Ph: (208) 287-4800
Fx: (208) 287-6700

Email: [IDWR Public Information](#)

Welcome to Access Idaho's instant payment gateway. You've been sent here to pay for the following:

Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY

Service: Adjudication NIA Claims

Description	Cost	Qty	Total
Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY	\$26.93	1	\$26.93
Total:			\$26.93

Instant Payment Customers

Please fill out the following information, and select your desired method of payment. Fields marked with an asterisk (*) are required; your telephone number and e-mail address will be used only for the purpose of contacting you in the event of billing difficulties and/or e-mailing you a copy of your receipt. Billing contact information is strictly confidential and will not be used for marketing purposes. For more information, please read [Access Idaho's privacy policy](#).

* Name:

* Billing Address:

* City:

* State/Province:

Country:

* Postal/Zip Code:

Telephone Number:
(Optional: For billing questions)

E-mail Address:
(Optional: For billing questions and e-mail receipt)

* Payment Method:

Billing problems? Contact [Access Idaho](#) (208) 332-0102, 1 (877) 4ID-EGOV.

[Home](#) | [Idaho Privacy Statement](#) | [Disclaimer](#) | [About PDF Files](#) | [Contact Us](#) | [State of Idaho](#)

"The Shoshone Falls on the Snake River" by Thomas Moran (1900) used courtesy of the [Gilcrease Museum](#)
All Other Materials © 2000-2002. Idaho Department of Water Resources.



Search IDWR website

Go!

Need More Information?

Idaho Department of
Water Resources
322 E. Front St
PO Box 83720
Boise, Idaho 83720-0098
Ph: (208) 287-4800
Fx: (208) 287-6700

Email: [IDWR Public
Information](#)

Payment Information (2 of 2)

Billing Information

Please verify that the following information is correct. The address shown should be the billing address of the credit card you intend to use.

Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY

Service: Adjudication NIA Claims

Description	Cost	Qty	Total
Water Right 95-12515 (Claim ID 3413) for WOODARD, KELLEY	\$26.93	1	\$26.93
Total:			\$26.93

Name: Kelley Illene Woodard

Address: 19374 S HWY 95
Coeur d'Alene, ID US 83814

Telephone Number: 2087656142

E-mail Address: kelly.woodard@activeelectronicsllc.com

[[<<< Back to payment information page 1](#)]

Credit Card Information

Please provide your credit card information below:

Card Number: 4300230019634460

Card Type: Visa

Expiration Date: 03 / 2013

Notice: If you supplied your e-mail address on the previous page, you will see your receipt quickly flash on the screen as it is transmitted to you. The application will then automatically forward to the next step.

[Next >>>](#)

Billing problems? Contact [Access Idaho](#) (208) 332-0102. 1 (877) 4ID-EGOV.

[Home](#) | [Idaho Privacy Statement](#) | [Disclaimer](#) | [About PDF Files](#) | [Contact Us](#) | [State of Idaho](#)

"The Shoshone Falls on the Snake River" by Thomas Moran (1900) used courtesy of the [Gillcrease Museum](#)
All Other Materials © 2000-2002, Idaho Department of Water Resources.

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

**IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE
OF WATER FROM THE COEUR D'ALENE-SPOKANE RIVER
BASIN WATER SYSTEM**

**CIVIL CASE 49576
NUMBER:
Ident. Number: 95-12515
Date Received: 05/14/2010
Receipt No.:**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

Payment:

Date Submitted	IDWR Receipt No.	IPG Transaction Identifier	Amount
05/14/2010		2740297	\$25.00

1. Name of Claimant(s):

Name	Address	City	State	Country	Postal Code
MICHAEL R AND KELLEY I WOODARD	19374 S HWY 95	COEUR D'ALENE	ID	USA	83814

2. Date of Priority:

Date	Explanation
3/11/1994	I used the priority date of 1994 based on the well drillers report from United Drilling Inc. signed March 15 1994 showing the well test being started March 10 1994 and completed on March 11 1994 for Drilling Permit No 95 93 N 244.

3. Source:

Source	Tributary	Type
GROUND WATER	TRIBUTARY NOT NEEDED	

4. Point Of Diversion:

Township	Range	Section	Gov Lot	QQ	Q	County
49N	04W	31		NW	NW	KOOTENAI

5. Water is used for the following purpose(s):

Water Use	Number Of Homes	Stock	Description
DOMESTIC	1	-	This is a secondary well associated with Claim 95 11453 claim id2743. It is mainly used to water our dogs, wash vehicles, etc. If it is needed for our home it is used for household use such as drinking water, washing dishes, laundry, water small flower gardens, cooking, water our yard, etc.

6. Season(s) of Use:

Water Use	From Month/Day	To Month/Day

DOMESTIC 1 / 1 12 / 31

7. Quantity:

Water Use	CFS	AF	KW
DOMESTIC	0.020	0.00	0.0

Totals:

CFS	AF	KW
0.020	0.00	

8. Place of Use:

Water Use	Township	Range	Section	QQ	Q	County	Gov Lot	Acreage
DOMESTIC	49N	04W	31			KOOTENAI	2	-

9. Basis of Claim:

Basis
Beneficial Use

10. Signature(s):

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Coeur d'Alene-Spokane River Basin Adjudication." (b.) I/We do ___ do not ___ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
 _____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____
 Title Organization

that I have signed the foregoing document in the space below as

_____ of _____
 Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

Please print name

Water Right Report : 95-12515(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WOODARD, KELLEY I	19374 S HWY 95	COEUR D ALENE ID		83814
Current Owner	WOODARD, MICHAEL R	19374 S HWY 95	COEUR D ALENE ID		83814

Water Right Status

Priority Date : 3/11/1994
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	49N	04W	31	1		NW	NW	KOOTENAI	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	01/01	12/31	0.02 CFS	
TOTAL			0.02 CFS	

Places of Use

Place of Use Legal Description : DOMESTIC (KOOTENAI county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
49N	04W	31	2		SW	NW	

Conditions

Code Conditions

- C18** This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- PIN** Parcel No. 49N04W313500
- N11** The quantity of water decreed for this water right is not a determination of historical beneficial use.
- N19** The quantity of water under Right Nos. 95-12515 and 95-11453 shall not exceed 13,000 gallons per day.
- X01** Domestic use is for 1 home.

Dates

Licensed Date :
Decreed Date : 12/1/2020
Permit Proof Due Date :
Permit Proof Made Date :

Other Information

State or Federal :
Water District Number : TBD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0

Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date:
Protest Deadline Date:

Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

2/28/2023

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re CSRBA

Case No. 49576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 95-11453

RECEIVED

DEC 10 2020

DEPARTMENT OF
WATER RESOURCES

NAME AND ADDRESS:

RELLEY I WOODARD
MICHAEL R WOODARD
19374 S HWY 95
COEUR D'ALENE, ID 83814

SOURCE:

GROUND WATER

QUANTITY:

0.03 CFS

The quantity of water under Right Nos. 95-11453 and 95-12515
shall not exceed 13,000 gallons per day.

PRIORITY DATE:

06/11/2003

POINT OF DIVERSION:

T49N R04W S31 LOT 2 (SWNW) Within Kootenai County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
Domestic

PERIOD OF USE
01-01 TO 12-31

QUANTITY
0.03 CFS

Domestic use is for 1 home.

PLACE OF USE:

Domestic

Within Kootenai County

T49N R04W S31 LOT 2 (SWNW)

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a
determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance
with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a
final judgment and that the court has and does hereby direct that the above judgment or order shall be a final
judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Coeur d'Alene-Spokane River Adjudication

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

Office Use Only		
Inspected by		
Twp	Rge	Sec
1/4	1/4	1/4
Lat:	Long:	

1. WELL TAG NO. D 0028171
 2. DRILLING PERMIT NO. _____
 3. Other IDWR No. _____

4. OWNER: Mike Woodard
 Name South 10612 Kiestling Road
 Address Spokane State WA Zip 99220

5. LOCATION OF WELL by legal description:
 Sketch map location must agree with written location.

Twp. <u>49</u>	North ☒ or South ☐
Rge. <u>4</u>	East ☐ or West ☒
Sec. <u>31</u>	1/4 <u>N/W</u> 1/4 <u>S/W</u> 1/4
Gov't Lot	County
Lat:	Long:
Address of Well Site <u>12 miles</u>	
City <u>Coeur d'Alene</u>	

6. Bk. Sub. Name

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

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

9. DRILL METHOD
☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other

10. SEALING PROCEDURES

SEAL FILTER PACK	AMOUNT	METHOD
Material From To Sacks Pounds		
Dentonite 0 36 12.5x		Pour Around Pipe

Was drive shoe used? ☒ N Shoe Depth(s) 398
 Was drive shoe seal tested? ☒ Y N

11. CASING/LINER:

Casing/Liner	From	To	Gauge	Material	Notes
6"	+2	-398	250	Steel	X
4"	-5	400	160	PVC	X

Length of Headpipe Length of Casing

12. PERFORATIONS/SCREENS

Perforations Method Total
 Screens Screen Type

From	To	Size	Number	Diameter	Material	Casing
330	375	1/8"	25	6"	Steel	X

13. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
22 ft. below ground Artesian pressure lb.
 Depth flow encountered 360 ft. Describe access port or control devices: Well Cap

11. WELL TESTS:

Yield gal/min	Drawdown	Pumping Level	Time
15 gpm for 8 hrs.	Airlift	from	400'

Water Temp. 50° Bottom hole temp.
 Water Quality test or comments: Slightly cloudy no odor
 Depth first Water Encounter 200

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Start Dia	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
8"	0	12	Clay - Tan		
	12	27	Sand - Tan		
	27	45	Sandy - Clay - Tan		
	45	59	Granite - Brown - Decomposed		
	59	200	Granite - Black + white		
	200	205	Granite - Black		
			1 gpm		
	205	213	Granite - Black		
	213	322	Granite - Black + white		
	322	324	Granite - Black + white		
			2 gpm		
	324	360	Granite - Black + white		
	360	363	Granite - Black + white		
			12 gpm		
	363	400	Granite - Black + white		
			15 gpm Total @ 400'		

Completed Depth 400' (Measurable)
 Date: Started 4-14-03 Completed 4-25-03

13. DRILLER'S CERTIFICATION

We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name All-Ways Drilling Inc Firm No. 510
 Firm Official Steve Kewele Date 5-5-03
 and Alan Lewis Date 5-5-03
 Driller or Operator (Sign official Firm Official & Operator)



All-Ways Drilling Inc.

60 Butler Drive
St. Maries, ID 83861
(208) 589-3663 • (208) 245-5003
FAX: (208) 245-1405

Form 225-2 (4/97)

Back of Card is Pre-Addressed

Idaho Department of Water Resources
1301 North Orchard Boise ID 83706-2237

Write Tag Number Here

00238171

Start Card/Permit for a Domestic Well

(Cold Water 35 degrees or less)

Press Here

(Not Valid Without Tag Number)

1 Well Owner (please print): Mike Woodard
2 Owner's Address: South 10612 Kierling Road
City Spokane State WA Zip 99220 Phone 509-448-9470
3 Well Location: Twp 49N Rge 4W Sec 31 1/4 1/4 NW 1/4 SW
Gov't Lot No. 2 County Kootenai Lat Long
Street Address of Well Site 12 miles South from CDA
City Colville Loc Block Sub

4 Well Construction Information:

☒ New Construction, ☐ Deepen, ☐ Modify, ☐ Replace Existing Well - Previous #

5 Construction Start Date: 4/14/03 6 Well Driller All-Ways Drilling Inc. License # 510

7 Signature of Driller or Owner: Stank E Wolf Date 4/14/03

Submit White Copy to Department of Water Resources

Applicant agrees to comply with the Underground Facilities Damage Prevention Act IC 36-5-201 et seq. and contact the local service telephone number Dig Safe 800-441-3335 prior to commencing excavation.

CONSUMER COPY

No 72267

CAUTION: Not Valid Without Silver Tag Identification Numbers From Both The Motor And Pump End, Date Installed, Customer Name And Address, And Customer Signature. For Gold Star Plus Use Franklin Motor Date Code And Serial Number For Motor Identification Number. DO NOT REMOVE SERIAL NO'S FROM PUMP.

PUMP MODEL NO.		DEALER BUSINESS NAME	
4F 18 515 341		Al-Weir Dallas	
PUMP END IDENTIFICATION NO.		PHONE NO.	STREET
1384185		208 245 5003	8361
MOTOR IDENTIFICATION NO.		CITY	STATE
1384185		San Marcos	TX
MONTH	DAY	YEAR	AUTHORIZED DEALER SIGNATURE
19	37	93	Mike Woodard
CUSTOMER'S NAME			WHOLESALE (BUSINESS NAME)
CIDA			Wholesale Pump
CITY	STREET	STATE	ZIP
San Antonio	1384185	TX	78214

GOLD STAR

GOLD STAR PLUS

CUSTOMER SIGNATURE

FORM NO. 42-006
REV 7/89-3

Kelley Woodard

From: Access Idaho [webmaster@accessidaho.org]
Sent: Tuesday, November 03, 2009 11:33 AM
To: kelly.woodard@activeelectronicsllc.com
Subject: Receipt for Water Right 95-11453 (Claim ID 2743) for WOODARD, KELLEY

Thank you for your business. Your statement will indicate that **Idaho.Gov State of ID** has charged you for the following transaction.

Please save or print this page for future reference -- It is your receipt for these charges.

Water Right 95-11453 (Claim ID 2743) for WOODARD, KELLEY

Service: Adjudication NIA Claims

Description	Cost	Qty	Total
Water Right 95-11453 (Claim ID 2743) for WOODARD, KELLEY	\$26.93	1	\$26.93
Total:			\$26.93

Name: Kelley I Woodard

Address: 19374 S HWY 95
Coeur d'Alene, ID US 83814

Telephone Number: 2087656142

Email Address: kelly.woodard@activeelectronicsllc.com

Card Number: xxxxxxxxxxxxx4460

Card Type: Visa

Transaction ID: 2413900

Description: Water Right 95-11453 (Claim ID 2743) for
WOODARD, KELLEY

Cost: \$26.93 (1 x \$26.93)

Billing problems? Contact [Access Idaho](http://AccessIdaho.com) (208) 332-0102, 1 (877) 4ID-EGOV.

Print Claim Stub

Thank you for submitting your claim to IDWR.

**If paying in person, please print this page and bring it with you.
If paying by mail, make sure to enclose a copy of this page with your payment.**

If you experience printing problems or do not have a printer, copy this information and include it with your payment.

Please type or write clearly. Please include the claim number shown below on any supporting documents you submit to IDWR.

**Thank you for paying online.
Please print this page for your records**

[Print This Page](#)

Claim Number:	95-11453
Claim Fee:	\$25.00
Claimant(s):	MICHAEL R AND KELLEY I WOODARD
	19374 S HWY 95 COEUR D ALENE , ID 83814
Claimed Purpose(s) of Use:	DOMESTIC

[Go to View History page](#)

[Logout](#)

Office address and phone number:
Idaho Department of Water Resources
7600 Mineral Dr. Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

Water Right Report : 95-11453(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	WOODARD, KELLEY I	19374 S HWY 95	COEUR D ALENE	ID	83814
Current Owner	WOODARD, MICHAEL R	19374 S HWY 95	COEUR D ALENE	ID	83814

Water Right Status

Priority Date : 6/11/2003
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	49N	04W	31	2		SW	NW	KOOTENAI	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	01/01	12/31	0.03 CFS	
TOTAL			0.03 CFS	

Places of Use

Place of Use Legal Description : DOMESTIC (KOOTENAI county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
49N	04W	31	2		SW	NW	

Conditions

Code Conditions

- C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.
- X01 Domestic use is for 1 home.
- PIN Parcel No. 49N04W-31-3500.
- N19 The quantity of water under Right Nos. 95-11453 and 95-12515 shall not exceed 13,000 gallons per day.

Dates

Licensed Date :
Decreed Date : 12/1/2020
Permit Proof Due Date :
Permit Proof Made Date :

Other Information

State or Federal :
Water District Number : TBD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

**IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE
OF WATER FROM THE COEUR D'ALENE-SPOKANE RIVER
BASIN WATER SYSTEM**

**CIVIL CASE 49576
NUMBER:
Ident. Number: 95-11453
Date Received: 11/03/2009
Receipt No.: T089557**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

Payment:

Date Submitted	IDWR Receipt No.	IPG Transaction Identifier	Amount
11/03/2009	T089557	2413900	\$25.00

1. Name of Claimant(s):

Name	Address	City	State	Country	Postal Code
MICHAEL R AND KELLEY I WOODARD	19374 S HWY 95	COEUR D ALENE	ID	USA	83814

2. Date of Priority:

Date	Explanation
6/11/2003	

3. Source:

Source	Tributary	Type
GROUND WATER	TRIBUTARY NOT NEEDED	

4. Point Of Diversion:

Township	Range	Section	Gov Lot	QQ	Q	County
49N	04W	31		NW	SW	KOOTENAI

5. Water is used for the following purpose(s):

Water Use	Number Of Homes	Stock	Description
DOMESTIC	1	-	Household use such as drinking water, washing dishes, clothes, water small flower gardens, cooking with, etc.

6. Season(s) of Use:

Water Use	From Month/Day	To Month/Day
DOMESTIC	1 / 1	12 / 31

7. Quantity:

Water Use	CFS	AF	KW
DOMESTIC	0.030	0.00	0.0

Totals:

CFS	AF	KW
0.030	0.00	

8. Place of Use:

Water Use	Township	Range	Section	QQ	Q	County	Gov Lot	Acreage
DOMESTIC	49N	04W	31			KOOTENAI	2	-

9. Basis of Claim:

Basis
Beneficial Use

10. Signature(s):

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Coeur d'Alene-Spokane River Basin Adjudication." (b.) I/We do ___ do not ___ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
 _____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____
 Title Organization

that I have signed the foregoing document in the space below as

_____ of _____
 Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

Please print name



0006552863

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ARTICLES OF INCORPORATION (NONPROFIT)**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$30.00

*For Office Use Only***-FILED-**

File #: 0006552863

Date Filed: 12/3/2025 11:28:22 AM

Articles of Incorporation (Nonprofit)

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$30)

Article 1: Corporation Name

Entity name Red Hog Ranch Road and Trails Association, INC.

Article 2: Effective Date

The corporation shall be effective when filed with the Secretary of State.

Article 3: Purpose

The purpose for which the corporation is organized is: Homeowners Association

Article 4: Voting Members:

The corporation has voting members.

Article 5: Asset Distribution on Dissolution

Upon dissolution the assets shall be distributed: other asset distribution:
As dictated by the By-laws and CCR's of the Association.

Article 6: IRS Designation

Does this nonprofit corporation intend to file as a 501(c)(3) with the IRS? No

Article 7: The mailing address of the corporation shall be:

Mailing Address 2109 W AVENUE L12
LANCASTER, CA 93536-3334

Article 8: Registered Agent Name and Address

Registered Agent CHATTERS, METZGER & COMPANY, PLLC
Registered Agent
Physical Address
243 W SUNSET AVE
COEUR D ALENE, ID 83815-8305
Mailing Address

☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

Article 9: Incorporator Name(s) and Address(es)

Name	Incorporator Address
Ramsden, Marfice, Ealy & De Smet, LLP	700 NORTHWEST BOULEVARD COEUR D' ALENE, ID 83814

Article 10: Director Name(s) and Address(es)

Name	Title	Director Address
Steve Godde	President	2109 W AVENUE L12 LANCASTER, CA 93536-3334
Pamela Godde	Vice President	2109 W AVENUE L12 LANCASTER, CA 93536-3334



Sean Kelly	Treasurer	2109 W AVENUE L12 LANCASTER, CA 93536-3334
The Articles of Incorporation must be signed by at least one Incorporator.		
<i>Amanda Clark for RMED, LLP</i>		<i>12/03/2025</i>
Ramsden, Marfice, Ealy & De Smet, LLP		Date



**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
SERVITUDES**

for

"RED HOG RANCH"

KOOTENAI COUNTY, IDAHO

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND SERVITUDES** ("Declaration") is made on the date hereinafter set forth, by **F & G
Timberlands LLC**, an Idaho limited liability company (hereinafter "Declarant"), with
reference to the following facts:

- A. Declarant is the owner of certain real property located in Kootenai County, Idaho, commonly known as the "Red Hog Ranch", which property is more particularly described in *Exhibit "A-1"* and "A-2" attached hereto and incorporated as though fully set forth herein (hereinafter the "Property").
- B. The Property consists of approximately **3,700 acres and 247 individual**, contiguous parcels, including the area that comprises what is defined below as the Common Area, of unimproved land located east of U.S. Highway 95 and west of S. Loffs Bay Road and generally south of the incorporated city limits of Coeur d'Alene, Idaho.
- C. Declarant intends to, and by this Declaration shall, establish certain covenants, conditions, restrictions and servitudes on the Property which shall be appurtenant to the same and shall run with the land as more fully set forth herein.
- D. The objective, purpose and intent of this Declaration is to provide the means, method and manner of creating, constructing, memorializing and maintaining private road and utility infrastructure, ensuring the functional development of roads for vehicular ingress and egress to/from the Property (and individually owned parcels within the Property) to existing public roads and the development of a recreational and equestrian trail system for non-motorized use over, across and through the Property on a Road System and Trail System that shall collectively be hereinafter referred to as the "Road & Trail Project" or sometimes as simply the "Project."
- E. The Road & Trail Project will, as more particularly set forth herein, be owned, operated, administered and maintained by the **Red Hog Ranch Association, Inc.**, a nonprofit corporation formed to manage the Project in compliance with the Idaho Nonprofit Corporation Act (Idaho Code §§ 30-30-101 *et seq.*)

F. Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of ownership and operation of the Project for the benefit of all of the said Property and the Owners thereof.

Declarant hereby declares that the Property and the Road & Trail Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following Declarations, limitations, covenants, conditions, restrictions, and servitudes hereby created and all of the same hereafter created pursuant to the terms hereof, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof. All the limitations, covenants, conditions, restrictions, servitudes and the easements hereafter created shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property or the Project.

INDEX

Article 1:	Definitions
Article 2:	Association, Administration, Membership and Voting Rights
Article 3:	Road System
Article 4:	Road and Electrical Utility Construction
Article 5:	Recreational-Equestrian Trail System
Article 6:	Common Area
Article 7:	Repair and Maintenance of Roads and Trails
Article 8:	Association Assessments
Article 9:	Irrevocable Grant of Easements
Article 10:	Insurance
Article 11:	Eminent Domain
Article 12:	Interests of Mortgage Holders
Article 13:	Duration and Amendment
Article 14:	Declarant's Rights and Reservations
Article 15:	Adoption of Architectural Guidelines and Use Restrictions
Article 16:	General Provisions

ARTICLE 1. DEFINITIONS

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

1.1. Articles. The Articles of Incorporation of the *Red Hog Ranch Road & Trails Association, Inc.* as restated or amended from time to time. The Articles, approved by Declarant, have been filed with the Idaho Secretary of State, and a certified copy of such Articles is attached to this Declaration, marked **Exhibit "B"** and incorporated herein by this reference.

1.2 Assessment. That portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Project which is to be paid by the Owner(s) as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 8 of this Declaration.

1.3 Association. The *Red Hog Road & Trails Association, Inc.*, an Idaho not for profit corporation, formed by Declarant in conjunction with the creation of the Project as provided herein.

1.4 Board or Board of Directors. The governing body of the Association.

1.5 Bylaws. The Bylaws of the Association (as restated or amended from time to time). The initial Bylaws have been adopted by the Declarant and approved by Declarant, and a copy of such restated Bylaws is attached to this Declaration, marked **Exhibit "C"** and incorporated herein by this reference.

1.6 Common Area. The Common Area is comprised of the Parcels described in Exhibits "A-2" and Exhibit "E".

1.7 Common Expenses. The actual and estimated expenses of maintenance, improvement, repair, operation, insurance and management of the Project if required by this Declaration, the administration and insurance of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated as Common Expenses by or pursuant to the Project Documents.

1.8 Connecting Road and Connecting Trail.

(a) The term "Connecting Road" refers to an internal road within a Parcel Group that connects an individual Parcel to the Logging Roads, and once permitted and constructed, to a Residential Road. The Connecting Road is not part of the Survey, or the Road System as defined in Article 1.25, 1.26 and 1.28 and will be constructed as provided in Article 4.5.

(b) The term "Connecting Trail" refers to internal trails within a Parcel Group that connects an individual Parcel to the Trail System, as supplemented by the Road System, and the Common Areas as defined in Article 1.29. Connecting Trails will be constructed as provided in Article 5.3.

1.9 Declarant. F & G Timberlands LLC, an Idaho limited liability company.

1.10 Declaration. This Declaration of Covenants, Conditions, Restrictions & Servitudes as it may be restated or amended from time to time. A supplementary Declaration may be recorded by the Declarant or the Board at any time, without the consent of the Owners, where necessary to correct any errors in this Declaration and/or to reflect the actual construction, configuration or location of the Project or any components thereof.

1.11 Logging Road. See, Article 1.25(a)

1.12 Member. Each Owner shall be a Member of the Association, subject to the terms and provisions of the Project Documents, as those terms are defined herein.

1.13 Mortgage. Includes a recorded mortgage deed of trust, real estate contract, or other instrument creating a security interest in any portion of the Property.

1.14 Mortgagee. Includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage (including Declarant or Declarant's assignee with respect to any purchase money security interests retained by Declarant on sale of any portion of the Property).

1.15 Mortgagor. Includes a mortgagor, the trustor of a deed of trust, real estate contract vendee or other individual granting a security interest in any portion of the Property.

1.16 Owner or Owners. The record holder or holders of title of any Parcel of the Property. This would include the Declarant who will be deemed the Owner of each Parcel so long as the Declarant holds title. This shall include any Person having a fee simple title to any Parcel or Parcels but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if any portion of the Property is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.17 Parcel. Any portion or portions of the Property legally recognized by Kootenai County as discreet, taxable parcels and having an assigned tax identification number by the Kootenai County Assessor's office.

1.18 Parcel Group. The term Parcel Group refers to the grouping of Parcels as marked on **Exhibit "E"** which are incorporated herein by this reference. The Road System connects each Parcel Group to Highway 95 and S. Loffs Bay Road. The Trail System connects each Parcel Group to the Common Areas. Connecting Roads and Connecting Trails, in turn, connect each Parcel within the Parcel Group to the Road and Trail Systems.

1.19 Person. Any individual, married couple or any company, corporation, joint venture, limited liability company, limited partnership, partnership, firm, association, trust, or other legally discrete entity or organization.

1.20 Residential Road Approvals. See Article 4.5.1.

1.21 Road & Trail Project, also known as the Project. The entirety of the project described by this Declaration including the Road(s), Road System, Recreational-Equestrian Trail(s) and Trail System intended for use by the Owners or otherwise located on the Property. This includes current and future Logging Roads which are depicted on the Survey/Plan and future Residential Roads to the extent that they are shown on the Survey/Plan.

1.22 Project Documents. This Declaration, the Survey/Plan, and the Articles, Bylaws and Rules and Regulations of the Association, as each may be restated, supplemented, or amended from time to time.

1.23 Property. The land described in this Declaration, including all Parcels contained therein, as particularly described in **Exhibit "A-1" and "A-2,"** together with all road/trail improvements thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit or enjoyment of the Owners.

1.24 Residential Road. See Article 1.25(b)

1.25 Road/Roads. Cleared, graded, and improved way(s) leading from one place to another, with or without a specially prepared surface, which mechanized and motorized passenger vehicles can use for travel to, from and within the Property, and intended to provide vehicular ingress and egress to/from the Property via connection to maintained public roads or highways. Roads include Logging Roads and Residential Roads as further defined below:

(a) The term "Logging Road(s)" refers to the Road System (as defined herein and as shown on **Exhibit D-1**) that is built to standards stated in the Idaho Forest Practices Act. The Logging Roads connect each Parcel Group to Highway 95 and S. Loffs Bay Road.

(b) The term "Residential Road" refers to a Road that will provide approved ingress and egress to one or more residential homes, homesites or habitable units. The Residential Roads are subject to County permitting and approval and will be constructed to County and Fire District standards. The future Residential Roads will be constructed on the Road System, as depicted on Exhibit D-1, and will connect each Parcel Group to Highway 95 and/or S. Loffs Bay Road.

(c) The terms "Logging Road" and Residential Road" will not include Connecting Roads as defined in Article 1.8.

1.26 Road System. The cumulative collection of interconnected Roads, whether Logging Roads or Residential Roads, constructed, planned or otherwise laid out and as generally depicted for illustrative purposes in **Exhibit "D-1"** attached hereto and incorporated herein by reference, changed, altered or amended from time to time. The Road System connects each Parcel Group to Highway 95 and S. Loffs Bay Road.

1.27 Recreational-Equestrian Trail. A non-roadway, cleared and improved in a manner suitable for use as a recreational hiking (pedestrian) or equestrian path leading from one place to another on or within the Property and strictly restricted for use (in non-emergency circumstances) by non-motorized and non-mechanized modes of transport as shown on **Exhibit "D-2"**. Recreational-Equestrian Trails are sometimes referred to herein as a Trail or Trails. The roads shown on **Exhibit "D-1"** can be used for vehicles, hiking and equestrian trails whereas the trails on **Exhibit "D-2"** are hiking and equestrian trails only.

1.28 Survey/Plan. Collectively, the recorded survey map as **Exhibit "D-1"** and **Exhibit "D-2"**¹ showing the surface of the ground included within the Road & Trail Project and the location of the Common Area, the Road System, Trails, and Trail System thereon whether existing or to be built at a future date. The Survey Plan shows the Logging Roads currently existing or that will be constructed by the Association or a Parcel Owner and future Residential Roads that may someday be constructed by Parcels Owner(s) to provide access to one or more residential homes or habitable units. A supplementary Survey/Plan, including but not limited to a survey prepared by a licensed surveyor, may be recorded by the Declarant or the Board at any time, without the consent of the Owners, where necessary to correct any errors in the original Survey/Plan and/or to reflect the actual construction and configuration of the Project or any elements thereof.

1.29 Trail System. The cumulative collection of interconnected Recreational-Equestrian Trails, whether constructed, planned or otherwise laid out and as generally depicted for illustrative purposes in both **Exhibits "D-1" and "D-2"** attached hereto and incorporated herein by reference, changed, altered or amended from time to time. The Trail System incorporates the Road System and connects each Parcel Group to the Common Area.

1.30 Verified Construction Costs. See Article 4.5.3.

ARTICLE 2.

ASSOCIATION, ADMINISTRATION,

MEMBERSHIP AND VOTING RIGHTS

2.1 Organization of Association. The Association is incorporated under the name of the Red Hog Ranch Association, Inc., as a nonprofit corporation under the Idaho Nonprofit Corporation Act (Idaho Code §§ 30-30-101 et seq.).

¹ **Exhibit "D-1"** attached hereto constitutes the anticipated road survey of the Project as Parcels are improved or Residential Roads are constructed. These plans may be changed, modified or altered as needed by F & G Timberlands LLC prior to the recording of the final survey as necessitated by field conditions.

2.2 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, and in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, to do any and all things that a nonprofit corporation organized under the laws of the State of Idaho may lawfully do and which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Owners, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles, and the Bylaws.

2.3 Membership. The Declarant or any future Owner of any Parcel shall automatically, upon becoming the Owner of that Parcel, be a Member of the Association, and shall remain a Member thereof until such time as its ownership ceases for any reason, at which time such Membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

2.4 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Parcel to which it is appurtenant, and then only to the new Owner thereof. Any attempt to make a prohibited transfer is void. In the event the Owner of any Parcel should fail or refuse to transfer the Membership registered in such Owner's name to any purchaser or other transferee of that Owner's Parcel, the Association shall have the right to record the transfer upon its books and the records of Kootenai County, and thereupon the old Membership outstanding in the name of the prior Owner shall be null and void and the Membership transferred to the Owner of the Parcel.

2.5 Voting Requirements. The Association shall have one class of voting Membership with the Owner of each Parcel (including Declarant) being a Member.

2.6 Voting. Each Member shall have one vote per Parcel owned. If a Parcel is owned by more than one (1) Person, each such Person shall be a Member of the Association, but the voting power attributable to the Parcel owned shall not be increased by the joint ownership, and the vote of that Parcel shall not be split. If the Owners of a particular Parcel present at a meeting, in person or by proxy, cannot unanimously agree on how to vote on a specific matter, no vote shall be exercised by the Parcel on that matter.

2.7 Membership Meetings. Regular and special meetings of members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

2.8 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established, and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

2.9 No Personal Liability; Indemnification of Board Members, Management Parties. No volunteer officer or volunteer Director of the Board, or member of any committee of

the Association (each a "Management Party"), shall be personally liable to any Owner, or to any other party, including the Association, for any act or omission of any Management Party if such Party has, on the basis of such information as may be possessed by him or her, acted in good faith without willful, wanton or gross misconduct within the scope of the Party's Association duties (collectively, an "Official Act"). The Association shall have the power and duty to indemnify, defend, protect and hold harmless each Management Party for all damages and expenses incurred (including, without limitation, reasonable attorney's fees), and satisfy any judgment or fine levied as a result of any action or threatened action brought because of an act or omission that such Party reasonably believed was an Official Act. Management Parties are deemed to be agents of the Association when they are performing Official Acts for purposes of obtaining indemnification from the Association pursuant to this Section. The entitlement to indemnification under this Declaration inures to the benefit of the estate, personal representative, administrator, and heirs of any Management Party entitled to such indemnification. The Association shall also have the power, but not the duty, to indemnify any other Person acting as an agent of the Association for damages and expenses incurred, and to satisfy any judgment or fine levied as a result of any action or threatened action because of an Official Act. The Association shall also have the power, but not the duty, to contract with any Person to provide indemnification in addition to any indemnification authorized by law on such terms and subject to such conditions as the Association may impose.

2.10 Use of Agent/Management Company. The Board of Directors, on behalf of the Association may, but is not required to, contract a professional management agent and/or management company for the performance of administration, construction, maintenance and repairs and for conducting other activities on behalf of the Association, as may be determined by the Board, subject to such limitations as may be set forth in the Bylaws. The agent or management company may be a subsidiary, affiliate or an entity holding common ownership with Declarant.

2.11 Power of Attorney. The Declarant, on behalf of all Owners of Parcels in the Project, hereby holds an irrevocable Power of Attorney to sell and convey the entire Project for the benefit of all Owners thereof, which power shall: (i) be binding upon all Owners; (ii) be exercisable by a majority of the Board (following the appropriate vote of authorization as required hereunder or by law); and (iii) be exercisable only after the recordation of a certificate by those who have the right to exercise such Power of Attorney that such Power of Attorney is properly exercisable under this Declaration, which certificate shall be conclusive evidence of the facts recited therein in favor of any person relying thereon in good faith.

Further, each Owner of a Parcel, by accepting a deed to such Parcel, shall be deemed to have constituted and irrevocably appointed Declarant as his or her Attorney-in-Fact, for himself or herself and each of its mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a Power of Attorney coupled with an interest to Declarant as his or her Attorney-in-Fact to prepare, execute, acknowledge and record any document authorized by this Declaration or any of the remaining Project Documents to reflect the actual configuration of the Project,

including without limitation any permitted supplementary Declaration or supplementary Survey/Plan. The acceptance or creation of any mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described herein.

ARTICLE 3.

ROAD SYSTEM

3.1 Road System. Declarant intends to lay out and design a private road system on the Property for the purposes of creating and establishing vehicular ingress and egress over, across, and through the Property for the future benefit of the Parcels and Owners of the same. It is the express purpose, intent and objective of this Declaration to establish, identify and forever preserve irrevocable access rights for motor vehicle ingress and egress to each and every Parcel on the Property, subject to the obligation and responsibility of the Owner(s) of said Parcel(s) to pay for the costs of construction and maintenance of the same and to share in such costs in a fair and equitable manner with other Owner(s) equitably benefited by the existence of, and right to use, the Road System.

Through its professional civil engineers, the Declarant has prepared a plan for a Road System attached as *Exhibit "D-1"*. Provided, however, that topographical features, geologic/soil conditions, or other impediments may require that the physical travel surfaces, slopes, cuts and fills, shoulders, etc. deviate from those depicted on the Survey/Plan. The Road System establishes the key roads for the Property with the Roads connecting each Parcel Group to Highway 95 and S. Loffs Bay Road. As set forth below, the individual Owner(s) within each Parcel Group will then be responsible for all Connecting Roads that connect their Parcel to the Road System.

The Road System supplements the Trails as shown on *Exhibit "D-2"* and can also be used for biking, equestrian and hiking purposes.

3.2 Regulation of Roads. The rights and easements of use and enjoyment of the Roads and Recreational-Equestrian Trails created by this Declaration shall be subject to such reasonable rules and regulations as may be adopted by the Board of Directors and implemented/enforced by the manager (if any). Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such rights shall include the following:

3.2.1 The right of the Board to suspend the rights of any Owner (including voting rights), and any persons deriving such rights from any Owner, for use and enjoyment of the Trails and the Common Areas for any period during which the payment of any Assessment against the Owner and its Parcel remains delinquent, or during which the Owner may otherwise be in breach of the covenants set forth herein, provided, however, that any suspension for either nonpayment of any Assessment or breach of any provision hereof shall not constitute a waiver or discharge of the Owner's obligation to pay Assessments or comply with this Declaration; provided that nothing allows the

Association to suspend the access rights over the Road System as depicted in Exhibit D-1.

3.2.2 The right of the Board to control the maintenance, improvement or modification of the Roads or Road System by designating vehicle size restrictions, method of access (security), and duration of use.

3.2.3 The right of the Board to consent to, or otherwise cause, the placement or construction of improvements, signage, traffic control devices or safety apparatus on the Roads.

3.2.4 The right of the Board to consent to or join in the grant or conveyance of easements, licenses, or rights-of-way in, on, or over the Roads, or Road System for utilities or other purposes not inconsistent with the intended use of the Property.

3.2.5 The rights of the Declarant as set forth in this Declaration, including the right of the Declarant to modify or alter the location Roads as provided in Article 3.1.

3.2.6 The right of the Board to reasonably restrict access to Roads, during construction, maintenance or improvement activities underway on the same.

3.3 Delegation of Use. Any Owner entitled to the right and easement of use and enjoyment of the Project may delegate such right to its tenants or subtenants who are occupying the Owner's Parcel, subject to reasonable regulation by the Board. An Owner who has made such a delegation of rights shall not be entitled to the use or enjoyment of any part of the Common Area for so long as such delegation remains in effect.

3.4 Damage by Owner. Each Owner shall be liable to the Association for any damage to the Roads if the damage is sustained because of the negligence, neglect, willful misconduct, or unauthorized or improper installation or maintenance of any improvement or use by the Owner, or by any guest, tenant, employee, or invitee of the Owner. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon any insurance maintained by the Association, and the Association further reserves the right to levy a Special Assessment against such Owner's Parcel, equal to the deductible or increase, if any, in insurance premiums directly attributable to the damage caused by the Owner or the person for whom the Owner may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against such Parcel and may be enforced as provided herein for the enforcement of other Assessments. Nothing contained herein shall be construed to waive, alter or modify the Board's right and authority to seek recovery for damages directly from the Owner without seeking the same under any policy of insurance.

ARTICLE 4

ROAD AND ELECTRICAL UTILITY CONSTRUCTION

4.1 Design and Construction of Logging Roads.

4.1.1 The Road System (*Exhibit D-1*) shows currently existing Logging Roads and proposed (new) Logging Roads to be constructed as provided for in this Declaration.

4.1.2 The Owner of each Parcel Group, at their sole cost and expense, shall construct and complete any new Logging Roads that have not yet been built, provided that these will be constructed to the standards for logging roads as promulgated under the Idaho Forest Practices Act (IDAPA 20.02.01.040) as amended. The Owner of each Parcel Group shall use its best efforts to complete construction of the Logging Roads.

4.1.3 As provided in Article 7, and subject to the availability of funding, the Association will be responsible for the repair and maintenance of the currently existing Logging Roads, and the new Logging Roads once they have been constructed and completed. Nothing herein shall be construed as obligating the Association to pay for, or bear the obligation of, constructing Logging or Residential Roads on the Property.

4.2 Development, Design and Construction of Residential Roads.

4.2.1 Owners of the Parcels may seek to develop, construct and/or occupy homes, cabins or other habitable dwellings. It is anticipated that the Logging Roads will then be improved into Residential Roads that will provide residential access to the Parcel Groups.

4.2.2 Occupancy of any Parcel requires that the Owner(s) obtain all required governmental or agency permits or approvals including County approvals and permits for the construction of residential homes, cabins or habitable dwellings ("Residential Homes"). The Owners of those Parcels (and not the Association) shall be solely responsible for all costs for permitting or obtaining necessary approvals for building Residential Homes as well as any costs relating to the design or construction of the same and will indemnify and hold the Association and all other Owners harmless from these costs or any liability arising out of the design or construction of the Residential Homes.

4.2.3 Any Owner who seeks to occupy or develop any Parcel, including any Residential Homes on any Parcel, shall also be solely responsible for the design, planning, permitting, approval and construction of Residential Roads to said Parcel, and, except for the limited cost reimbursement as set forth in Article 4.5.5, will be responsible for, and will indemnify and hold the Association and all other Owners harmless from these costs or any costs or liability arising out of the design or construction of the Residential Roads. These Roads shall be approved, permitted and constructed to the specifications and requirements of the County, the fire district, and any road/highway district or agency having jurisdiction that is to approve and/or authorize the construction of the Residential Roads ("Residential Road Approvals").

4.3 Parcel Groups: Connecting Roads. The Road System provides access to the Parcel Groups. Within each Parcel Group, the Parcel Group Owner and the individual Parcel Owners shall be responsible for Connecting Roads or other all internal roads and driveways with these Owner(s) being responsible for all costs to maintain, design, construct, or obtain any required permits or approvals for any Connecting Roads. The Parcel Group Owner and the individual Parcel Owners are responsible for recording easements providing access from the individual Parcels to the Road System. Except as otherwise provided for in this Declaration, all Connecting Roads or other all internal roads and driveways will be maintained by the individual Parcel Owners.

4.4 Utilities. The Owner of any Parcel is permitted to install, build and maintain electric, communication or other utilities, whether public or private, (collectively "Utilities") adjacent to or under the Roads shown on the Survey/Plan (*Exhibit "D-1"*) and all other Owners (at their own cost) shall have the right to connect to any such Utilities. All Utilities that are installed, including the design and installation, are subject to the approval of the Association and any regulatory body (such as Kootenai Electric Cooperative) and will have the size, capability and capacity to service all other Owners who would connect, in the future, to the installed utility line(s). The Owner of each Parcel will be responsible for the permitting, approval, design, planning, construction and/or connection of the Utilities to that Parcel.

4.5 Right to Construct Residential Roads and Utilities, Certification of Completion, Transfer of Maintenance and Right to Reimbursement for Construction Costs.

4.5.1 General: Right to Construct Residential Roads and Utilities. Subject to compliance with this Declaration, each Owner of a Parcel or a Parcel Group shall have the right to construct Residential Roads and install Utilities to their Parcel and Parcel Group along the Roads shown on *Exhibit "D-1"*.

4.5.2 Certification of Completion of Residential Roads. The proper completion of any segment of Residential Road shall be verified by the certification of a Licensed Professional Civil Engineer stating that: (i) The segment of the Residential Road has obtained all required Residential Road Approvals; and (ii) The segment of the Residential Road has been completed to the specifications of the Residential Road Approvals. Upon verified certification of the Completion of the segment of the Residential Road, the Owner(s) of the Parcels constructing the Road will:

4.5.2.1 Have the "as-built" Residential Road surveyed (by an Idaho licensed surveyor) and legally described (the "Residential Road Survey") that shall be a base map illustrating the Residential Road location and a legal description that includes the width and area: (a) Required by the Residential Road Approvals, including the road surface, ancillary banks, and culverts, drainage, stormwater and erosion controls; and (b) Sufficient area for the installation and maintenance of Utilities adjacent to the Residential Road. Utilizing the base map and legal description thereby created, the Owner(s) shall memorialize the Residential Road Survey in a written, recordable

easement granting all Parcel Owners an irrevocable easement over the Residential Roads and identifying the servient Parcel(s) encumbered by said easement and the dominant Parcel(s) benefitted by the easement. The recorded Residential Road Survey will supersede *Exhibit D-1*.

4.5.2.2 Transfer the maintenance obligation of the segment of the Residential Road to the Association by a recordable transfer certificate ("Maintenance Transfer"), upon terms acceptable to the Association, signed by the Owner(s) of the Residential Parcels, who constructed said road(s) and by the Association. The Association will then be responsible only for maintenance of the Residential Roads shown on *Exhibit D-1* and not any Connecting Roads or other all internal roads, driveways, hardscape or improvement built by any Owner.

4.6 Certification of Completion of Utility Lines. The proper completion of any segment of a Utility line shall be verified by the certification of a qualified Licensed Professional stating that: (i) the Utility line has been properly authorized and permitted; (ii) the Utility line is fully operational and has been constructed and installed to the size, capacity and specifications of the Association, the County (if applicable), and Kootenai Electric Cooperative or other public, quasi-public, or private Utility entity that provides such service; and (iii) The Utility line will service any additional Parcels that may connect to said Utilities.

4.7 Construction of Roads and Utilities over Parcels and Parcel Groups owned by other Owners.

4.7.1 The right to construct Residential Roads and Utilities includes the right to construct these over Roads on Parcels or Parcel Groups of other Owners who have not yet constructed such Roads and/or Utilities.

4.7.2 Accordingly, all Owners hereby grant the Association and all other Owners the full authority, right and license to construct Residential Roads and Utilities over their Parcels or Parcel Groups provided that the construction of these Residential Roads and Utilities comply with this Article and the certification requirements stated above. Every Owner grants all Owners, the Association and their agents and contractors, and the Utility services, the right to enter their Parcel to design, construct and maintain all Residential Roads and Utilities.

4.8 Reimbursement of Verified Construction Costs for Residential Roads or Utilities on Parcel Groups of Other Owners.

4.8.1 The construction of Residential Roads and Utilities over Parcels or Parcel Groups of other Owners is a benefit to that Owner and the Association.

4.8.2 The Owner of any Parcel Group, and/or the Owner(s) of an individual Parcel within a Parcel Group, will be responsible for their pro-rata costs incurred by an Owner who constructed the Residential Roads and/or Utilities over their Parcel Group or Parcel.

This will be limited to the actual and verified design and construction costs incurred on that Parcel or Parcel Group. ("Verified Construction Costs").

4.8.3 The Verified Construction Costs, as defined here, shall include the reasonable and actual out-of-pocket costs paid to any civil engineering firm comprised of Licensed Professional Engineers, any established public utility or any licensed independent third-party general contractor(s), for work directly performed on the planning, design or construction of any Residential Road, or Utility line on the Parcel Group or any individual Parcels within that Parcel Group. Verified Construction Costs shall not include overhead, or profit, claimed or incurred by an Owner and the same will not be reimbursed.

4.8.4 The Verified Construction Costs shall be reviewed by a licensed accountant who will verify that the costs were directly incurred in the design and construction of Residential Roads or Utilities on those Parcels or Parcel Groups. The Accountant will issue a written Accountant's Statement verifying the costs claimed. Any disputes over this will be resolved by Arbitration as set forth in Article 16.4 of this Declaration.

4.8.5 The Verified Construction Costs will be reimbursed to the Owner who incurred the costs. This reimbursement will be due from the Parcel Group Owner or the Owner(s) of any Parcel within the Parcel Group on which the Roads or Utilities were constructed.

4.8.6 The Verified Construction Costs will be reimbursed upon completion of any Residential Home within the Parcel Group or individual parcel where the Residential Roads or Utilities were constructed. To clarify, these Owners will only be responsible for the reimbursement of their pro-rata costs once a Residential Home is completed on their Parcel Group. A Residential Home shall be considered completed upon the issuance of a certificate of occupancy or similar authorization from an appropriate governing agency or entity. All Owners of any Parcel within that Parcel Group will be equally responsible for such reimbursement.

4.9 Disputes. Any disputes relating to this Article, including any disputes involving the Association or between any Owners of Parcels, will be resolved by Arbitration as set forth in Article 16.4 of this Declaration. This Arbitration requirement includes all disputes over liabilities for reimbursement under this Article and shall apply to all Owners of Parcels, whether or not they have constructed a Residential Home on their Parcel.

4.10 No Other Cost Reimbursement. Verified Construction Costs shall not include any costs related to any design, permitting or construction of any Residential Home or other development.

ARTICLE 5

RECREATIONAL-EQUESTRIAN TRAIL SYSTEM

5.1 Trail System. Declarant intends to layout and design a network of semi-improved Recreational-Equestrian Trails on the Property ("Trail System") that will supplement the Road System but be limited to non-motorized, non-commercial, recreational, biking, E-biking with a limit of 15 mph, hiking, and equestrian use over, across and through the Property, or portions thereof, for the benefit of the Parcels and Owners of the same. The location of the Recreational-Equestrian Trails comprising the Trail System shall be generally as depicted in the Survey/Plan (*Exhibit "D-2"*) provided that the Trail is subject to topographical features, geologic/soil conditions, physical obstacles, hazardous areas or other impediments on, or improvements to, the Parcels that require the trails to deviate from those depicted on the Survey/Plan due to field conditions. The Trails will be a minimum of 20' wide and will be generally built to the USDA, US Forest Service Equestrian Design Guidebook recommendations. The Road System (*Exhibit "D-1"*) will also be open for use as a Recreational-Equestrian Trails on the Property.

5.2 Build Out and Maintenance of Trail System. The Trail System combined with the Road System connects each Parcel Group to the other Trails and to the Common Areas at the top of Red Hog Mountain. The Association may build, complete and thereafter maintain all Trails shown on *Exhibit D-2*. The Association's Board may set a reasonable date for complete or partial construction of the Trail System and receive input from the Members in regard to all aspects of the Trail System.

5.3 Parcel Group: Connecting Trails to each Parcel. Each Parcel should have access to the Trail System, as supplemented by the Road System, and the Common Area. Within each Parcel Group, the Parcel Group Owner and the individual Parcel Owners shall be responsible for all internal Trails with these Owner(s) being responsible for all costs to maintain, design, construct, or obtain any required permits or approvals for any Connecting Trails. The Parcel Group Owner and the individual Parcel Owners are responsible for recording easements providing access from the individual Parcels to the Trail System, whereupon the Parcel Owners and Association may enter into a maintenance agreement for the Association to maintain such Trails.

5.4 Regulation of Trails. The Association reserves the right and authority to reduce, limit, restrict, and/or prohibit any Owner's access and use of the Trail System, in any and all respects, in its sole discretion, and to seek damages against an Owner, as provided herein. The rights and easements of use and enjoyment of the Recreational-Equestrian Trails created by this Declaration shall be subject to such reasonable rules and regulations as may be adopted by the Board of Directors and implemented/enforced by the manager (if any). Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such rights shall include the following.

5.4.1 The right of the Board to suspend the rights of any Owner (including voting rights), and any persons deriving such rights from any Owner, for use and

enjoyment of any part of the Project, for any period during which the payment of any Assessment against the Owner and its Parcel remains delinquent, or during which the Owner may otherwise be in breach of the covenants set forth herein, provided, however, that any suspension for either nonpayment of any Assessment or breach of any provision hereof shall not constitute a waiver or discharge of the Owner's obligation to pay Assessments or comply with this Declaration.

5.4.2 The right of the Board to control the maintenance, improvement or modification of the Recreational-Equestrian Trail System by designating appropriate restrictions, method of access (security), and duration of use.

5.4.3 The right of the Board to consent to, or otherwise cause, the placement or construction of improvements, signage, or safety apparatus on the Trails.

5.4.4 The right of the Board to consent to or join in the grant or conveyance of easements, licenses, or rights-of-way in, on, or over the Recreational-Equestrian Trails for utilities or other purposes not inconsistent with the intended use of the same.

5.4.5 The rights and reservations of the Declarant as set forth in this Declaration; including without limitation the right of the Declarant to modify or alter the location and/or scope of use of the Recreational-Equestrian Trails.

5.4.6 The right of the Board to reasonably restrict access to the Recreational-Equestrian Trails during construction, maintenance or improvement activities underway on the same.

5.5 Delegation of Use. Any Owner entitled to the right and easement of use and enjoyment of the Project may delegate such right to its tenants or subtenants who are occupying the Owner's Parcel, subject to reasonable regulation by the Board.

5.6 Damage by Owner. Each Owner shall be liable to the Association for any damage to the Recreational-Equestrian Trails if the damage is sustained because of the negligence, neglect, willful misconduct, or unauthorized or improper installation or maintenance of any improvement or use by the Owner, or by any guest, tenant, employee, or invitee of the Owner. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon any insurance maintained by the Association, and the Association further reserves the right to levy a Special Assessment against such Owner's Parcel, equal to the deductible or increase, if any, in insurance premiums directly attributable to the damage caused by the Owner or the person for whom the Owner may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against such Parcel and may be enforced as provided herein for the enforcement of other Assessments. Nothing contained herein shall be construed to waive, alter or modify the Board's right and authority to seek recovery for damages directly from the Owner without seeking the same under any policy of insurance.

ARTICLE 6

COMMON AREA

6.1 **Common Area.** Unimproved portions of the Property, referred to as "Common Area" and designated as such in this Declaration and described in **Exhibit A-2** are hereby set aside and allocated for the perpetual shared use of the Owners of Residential Parcels. The rights of individual Owners in and to the Common Area are as follows:

6.1.1 Each Owner of a Residential Parcel is granted an exclusive right to use the Common Area, as shown on the Survey/Plan, subject to the restrictions herein. The use of the Common Area is not open to the public and the right is limited to the Owners whose Parcels are subject to this Declaration. If any Parcel (with the consent of the Owners and Parties to this Declaration) withdraws from this Declaration, it gives up any right to use the Common Area. The Board shall have the right to enact reasonable rules and regulations regarding the use, occupancy and enjoyment of the same.

6.1.2 **Delegation of Use.** Any Owner entitled to the right and easement of use and enjoyment of the Project may delegate such right to its tenants or subtenants who are occupying the Owner's Parcel, subject to reasonable regulation by the Board. An Owner who has made such a delegation of rights shall not be entitled to the use or enjoyment of any part of the Common Area for so long as such delegation remains in effect.

6.1.3 **No Separate Conveyance of Undivided Interests.** The undivided interests in the Common Area and the fee title to the respective Parcels conveyed therewith shall not be separated or separately conveyed. Each such undivided interest is hereby declared to be permanent in character and unalterable except by amendment of this Declaration and shall be deemed to be conveyed or encumbered with its respective Parcel even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Parcel.

6.1.4 **Partition Prohibited; Permitted Replats.** Except as permitted by law, the Common Area shall remain undivided as set forth above, and no Owner shall bring any action for partition in kind, sale or division of any part of the Common Area, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Parcel owned by two or more persons, and division of the sale proceeds, is not prohibited hereby (but physical partition of a single Parcel is prohibited).

6.1.5 The Association reserves the right and authority to reduce, limit, restrict, and/or prohibit any Owner's access and use of the Common Area, in any and all respects, in its sole discretion, due to a breach of this Declaration and to seek damages against an Owner, as provided herein.

ARTICLE 7.

REPAIR AND MAINTENANCE OF ROADS, TRAILS AND COMMON AREAS

7.1 Repair and Maintenance Rights and Duties of Association. Subject to provisions in this Declaration including the Certification and Maintenance Transfer of the Residential Roads as provided for in Article 4, and subject to the availability of funding, the Association shall oversee the maintenance, repair and replacement of the Roads and Trails comprising the Road System and Trail System, the Common Area and facilities thereon, or shall contract for such maintenance, repair, and replacement to assure the Road System, Trail System, Common Areas and facilities thereon remain in good condition, reasonable wear and tear excepted. The Board shall have the right to cause the periodic overall inspection and maintenance of the Road System, Trail System and Common Areas and to take advantage of cost savings by larger scale contracting. In that event, the Association may allocate or apportion the charges for such inspection and maintenance as it deems reasonable and appropriate, including, but not limited to, allocating such as Assessment equally to all Owners, or allocating such charges against only those Parcels being inspected and/or constructed, maintained, or repaired.

For the purpose of administering the maintenance, repair or replacement of the Road System, the Trail System, the Common Areas and facilities thereon as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the same or to Residential Parcels served thereby, or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Board (and its contractors, engineers, agents and employees) shall have an irrevocable easement over and onto all portions of the Property, and shall also have the irrevocable right, after reasonable notice is given to the Owner, and at reasonable hours, to enter any Parcel to effectuate the purposes of this provision.

7.2 Repair and Maintenance Rights and Duties of Owners. Except for those portions of the Project which the Association is required or elects, by written agreement, to construct, maintain and repair, each Parcel Owner shall otherwise, at his or her sole cost and expense, maintain and repair his or her Parcel.

ARTICLE 8.

ASSOCIATION ASSESSMENTS

8.1 Assessments. The Assessments shall apply to every Parcel except those Parcels that are included in the Common Area and are owned by the Association. At the time of the Declaration, there were a total of 347 Parcels; less the 10 Common Area Parcels such that there remains 337 Parcels that are subject to assessment and each Parcel is responsible for 1/337th share of costs incurred by the Association and Assessment as charged.

8.2 Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Parcel owned within the Property, and each Owner of any Parcel by acceptance of a deed therefore, whether it shall be so expressed in such deed, is deemed to covenant and agree

to pay to the Association the following Assessments, which shall be established and collected as provided herein:

- 8.2.1 Regular Assessments.
- 8.2.2 Extraordinary Assessments.
- 8.2.3 Special Assessments; and
- 8.2.4 Reserve Fund Transfer Assessments

All Assessments, together with interest, costs, penalties and actual attorneys' fees thereon, shall be a charge and a continuing lien upon the Parcel against which each Assessment is made, the lien to become effective upon recordation of a "Notice of Assessment Lien" by the Board as required by law (and limited in duration as provided by law). Each such Assessment, together with interest, costs, penalties and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the Assessment fell due, but shall also continue as a personal obligation for any and all future Owner, as a joint and several liability. No Owner of a Parcel may exempt himself or herself from liability for the required contribution toward the Common Expenses by waiver of the use or enjoyment of any portion of the Road System, Trail System or Common Area or by the abandonment of his or her Parcel.

8.3 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, and welfare of all the Owners of Parcels and for the construction/improvement and maintenance of the Road System, Trail System and Common Area, and to the extent required herein, for the common good of the Owners. The Regular Assessments shall include an adequate allocation to a reserve fund for maintenance, repair, replacement and upkeep of those portions of the Project which must be addressed on a periodic basis.

8.4 Regular Assessments. Until the end of the Association's fiscal year immediately following the Recordation of this Declaration, the annual Regular Assessment shall be in an amount as set by the Board. Thereafter, the Regular Assessment will be the amount as is set forth in the Project budget prepared by the Board, payable in installments as determined by the Board. Unless paid by Declarant, each Parcel's share for the first fiscal year shall be the full amount of the Regular Assessment prorated based on the number of months remaining in the fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Parcel in advance of the start of each fiscal year. Except for the Regular Assessments adopted by the Board in the first 3 fiscal years, the maximum annual Regular Assessment may not be increased by more than twenty percent (20%) above the maximum annual Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of a majority of the voting power of the Association.

8.5 Extraordinary Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary 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 portion of the Road System, Trail System or the

Common Area, or to defray any unanticipated or underestimated Regular Assessment; provided, however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed five percent (5%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of a majority of the voting power of the Association.

8.6 Special Assessments. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against an individual Parcel and its Owner(s) to reimburse the Association for commercially reasonable costs incurred by the Association in bringing that Owner and his or her Parcel into compliance with the provisions of this Declaration or incurred to inspect, repair or maintain any portion of the Property for which the Owner is responsible, including interest, penalties, actual attorneys' fees and costs.

8.7 Monetary Fine or Other Penalty. Based on an inspection by the Board or on a complaint to the Board from other Parcel Owner(s), the Declarant and/or the Association shall have the power, but not the duty, to enforce any of the provisions of the Declaration, in accordance with Idaho Code § 55-115, by levying a monetary fine or other penalty, including but not limited to temporary suspension from the Association Membership rights and privileges. However, except for late charges, interest, and other penalties for failure to pay as due Assessments levied by the Association as provided in this Declaration, no such monetary fine or other penalty shall be effective against an Owner unless:

8.7.1 A majority vote by the Board has occurred prior to imposing any fine on an Owner for a violation of this Declaration or any rules set forth by the Association; and:

8.7.1.1 Written notice (by personal service or certified mail) of the meeting during which such vote is to be taken is made to the Owner at least thirty (30) days prior to the meeting.

8.7.1.2 The meeting is conducted by the Board in good faith and in a fair and reasonable manner. No decision regarding appropriate monetary fine or other penalty shall be made until the conclusion of the meeting.

8.7.1.3 Any Owner seeking to challenge the fine, discipline or other sanction imposed by the Board, specifically including any Owner claiming alleging defective notice, must commence court action in the District Court in Kootenai county not later than thirty (30) days after the date the contested fine, discipline or sanction was imposed by the Board and the Owner received notice of the same.

8.7.1.4 No portion of the fine may be used to increase the remuneration of any Board member or agent of the Board.

8.7.1.5 The Association shall recover from the Owner all costs and fees, including its attorney fees, incurred in the enforcement of this Declaration, unless a court of competent jurisdiction finds that the Owner is the prevailing party; and

8.7.1.6 In the event the Owner begins resolving the violation prior to the Board's meeting, no monetary fine shall be imposed so long as the Owner continues to address the violation in good faith in an expedient manner until finally resolved, except that during such cure of the violation and until the violation has been fully cured, the Owner shall be temporarily suspended from Association Membership rights and privileges.

8.8 Allocation of Assessments. Each Parcel shall bear its pro-rata share of the Regular and Extraordinary Assessment as corresponds to the undivided interest in the Road System, the Trail System and the Common Area attributable to such Parcel. Accordingly, if there are 235 Parcels (not including the Common Area), each Parcel is responsible for its 1/235 share of the costs to be charged as Assessments.

8.9 Date of Commencement of Assessment, Due Dates. The Regular Assessments provided for herein shall commence as to all Parcels in the Property on the date as set by the Board. The due dates of Assessments shall be the first day of every calendar month. No notice of such Assessment shall be required other than an annual notice setting forth the amount and frequency of the Assessment for the following year. The due dates for the payment of Regular Assessment payments normally shall be the first day of each month unless some other due date is established by the Board.

8.10 Working Capital Fund. A working capital fund shall be established to meet unforeseen expenditures or to purchase any materials or services reasonably required in the discretion of the Board, with the fund to be established by deposits at the closing of the initial sale of each Residential Parcel, in the amount of one (1) month's Regular Assessments to be paid by the buyer. Amounts paid into the fund shall be considered reserve funds under Section 8.11 below and shall not be considered as advance payments of the monthly Regular Assessments. The Declarant shall have no right to use the working capital fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while the Declarant retains voting control over the Association.

8.11 Reserve Fund. The Association will establish and maintain an adequate reserve fund from Assessments levied pursuant to Article 8 herein for the maintenance and repair of the Road System, Recreational-Equestrian Trail System, Common Area and any improvements located within the Common Area.

8.12 Transfer Assessment for Reserves. A Reserve Fund Transfer Assessment shall be made upon the sale, transfer, conveyance or other disposition of any Parcel (other than a transfer for estate planning purposes or a transfer to a wholly owned legal entity or trust which the Owner is the principal or trustee), and there shall be assessed a Reserve Fund Transfer Assessment in an amount equal to one year of the then owing Regular Assessment

for the Parcel being sold, transferred or disposed. Payment of the Reserve Fund Transfer Assessment shall be the obligation of the person that acquires the Parcel and shall be due and payable to the Association thirty (30) days following acquisition. This Reserve Fund Transfer Assessment shall be deposited and maintained by the Association in accordance with the then existing Reserve Fund account processes. This Reserve Fund Transfer Assessment shall be in addition to, and not in lieu of, any Regular Assessment, Extraordinary and/or Special Assessments otherwise owing for that Parcel as of the date of the sale, transfer or disposition.

8.13 Transfer of Parcel by Sale or Foreclosure. The sale or transfer of any Parcel shall not affect any Assessment lien, or relieve the Parcel from any liability therefore, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Parcel pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Section shall be deemed to be Common Expenses collectible from all of the Parcels including the Parcel for which the lien was extinguished. In a voluntary conveyance of a Parcel, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter for his or her share of the Common Expenses (and for his or her obligation for individual Special Assessments) up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Parcel conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

8.14 Enforcement of Assessment Obligation; Priorities; Discipline. Subject to the requirements in Section 8.7.1 hereinabove, if any part of any Assessment (including Reserve Fund Transfer Assessments) is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge equal to ten percent (10%) of the Assessment (but not less than Twenty-Five Dollars (\$25.00)) shall be imposed. During any period when any Assessment is over thirty (30) days delinquent, such Assessment, together with the late charge thereon, shall bear interest at the rate of ~~eighteen percent (18%)~~ 12% per annum from the date due until paid. Each unpaid Assessment, whether Regular, Extraordinary, Special, or Reserve Fund Transfer, shall constitute a lien on each respective Parcel prior and superior to all other liens recorded subsequent to the recordation of the Notice of Assessment Lien, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; (2) labor or materialmen's liens arising under Idaho law (timely and duly recorded and served) if the legal effective date is prior to the recording of the Notice of Assessment Lien; and (3) the lien or charge of any first mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced according to the procedures and limitations imposed by Idaho law relating to the foreclosure of assessment liens. To the extent permitted

by Idaho law, such enforcement may be by sale by the Association (acting through the Board), its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such Assessment, in accordance with the provisions of Idaho law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. If the foreclosure sale is to be by power of sale, the Board shall have the right to designate a trustee for the purpose of prosecuting the sale. The Association shall have the power to bid for the Parcel at the foreclosure sale, and to acquire and hold, lease, encumber and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, interest, costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the Association Membership rights of a Parcel Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.

8.15 Payment of Taxes Assessed Against Common Area or Personal Property of Association. In the event that any taxes are assessed against the Road System, Trail System or Common Area, said taxes shall be included in the Assessments made under the provisions of this Article, and, if necessary, an Extraordinary Assessment may be levied against the Parcels in an amount equal to said taxes (regardless of the limitation on Extraordinary Assessments set forth in Section 8.5 above), to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

8.16 Parcel Owners Transfer to the Association. An Owner may seek to transfer Parcels to the Association as Common Area. The Association's acceptance of such transfer(s) is conditioned upon the written agreement of the Association and terms that, in the sole and absolute discretion of the Association, are acceptable and protect the interests of the Association.

ARTICLE 9.

IRREVOCABLE GRANT OF EASEMENTS

9.1 Access, Use and Maintenance Easements. Subject to the provisions of this Declaration, Declarant hereby expressly grants and reserves for the benefit of the Owners and the Association, reciprocal, perpetual, nonexclusive easements for access, ingress, and egress over all of the Road System, Trail System and Common Area as shown on the attached Exhibits and described above, for the use and enjoyment of all Owners of Parcels. Further subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Declarant, its successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for vehicular access, and such other purposes reasonably necessary for use and enjoyment of a Parcel. Declarant also expressly grants and reserves for the benefit of the Association, the Board and all contractors, engineers, agents, officers and employees of the Association, nonexclusive easements over the Road System, Trail System and Common Area as necessary to construct, maintain and repair the same, and to perform all other tasks in accordance with the provisions of this Declaration.

Such easements shall be appurtenant to, binding upon and shall run with the land and pass with the title to, every Parcel conveyed. The rights to use the Roads for access, ingress and egress is irrevocable and notwithstanding any other provisions in this Declaration, each Parcel shall be granted an irrevocable right to use the easement to access their Parcel and nothing in this Declaration shall be construed to allow the access, ingress or egress rights over the Roads granted by such easements to be suspended or terminated.

9.2 Utility Easements. Declarant expressly grants and reserves for the benefit of the Owners and the Association, reciprocal, perpetual, nonexclusive easements over, adjacent to and under the entire Road System, Trail System and Common Area (together with the right to grant, assign and transfer the same) for the installation, repair, and maintenance of electric, sewer, water, gas, telephone, television, internet, fiberoptic and other utility lines and services, as may be deemed appropriate to service the Property.

9.3 Formalizing Appurtenant Easements. Each Owner of a Parcel within the Property hereby covenants and agrees that before said Owner(s) build any permanent improvements, construct any structures or occupy their Parcel:

(a) There shall be created, at the Owner's sole expense, a surveyed, centerline (or metes and bounds) legal description of the Connecting Roads and Connecting Trails over, across and through the Owner's Parcel. To the extent necessary, this survey will confirm and certify that the Connecting Roads and Connecting Trails on the Owner's Parcel align with the Road System and the Trail System (Exhibit D). The legal description from this Connecting Road and Connecting Trail Survey shall be incorporated into an executed document, in proper recordable form, which shall grant perpetual, appurtenant easement rights to those other Parcel(s) adjacent, contiguous, or otherwise situated requiring access through said Owner's Parcel for vehicular ingress, egress, utility installation and use and access to the Road and Trail System.

(b) The Owner shall certify that all structures, or permanent improvements, are not built upon and do not interfere with use of the Road System or the Trail System or the easements created under this Declaration.

ARTICLE 10. **INSURANCE**

10.1 Right to Obtain Insurance; Types. The Board may cause to be obtained and maintained the following policies of insurance:

10.1.1 Hazard Insurance. With respect to the Road System, Trail System and/or Common Area, a "master" or "blanket" type of hazard insurance policy, with policy limits and endorsements as deemed appropriate by the Board, protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended

coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. The policy shall name the Association (for the use and benefit of the individual Owners), as the named insured and shall contain the standard mortgagee clause, naming the holders of first mortgages (and their successors and assigns) as the mortgagees.

10.1.2 Liability Insurance. A comprehensive general liability insurance policy, with policy limits and endorsements deemed appropriate by the Board, covering all occurrences within the Road System, Trail System and/or Common Area, and other areas that are under the supervision of the Association.² Such policy shall be endorsed to cover cross liability claims of one insured against the other, and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner on account of the negligent acts of the Association or another Parcel Owner. Such insurance coverage shall insure the Board, the Association, the management agent, and their respective directors, officers, managers, members, partners, employees and agents and all persons acting as agents.

10.1.3 Directors and Officers Liability Insurance. Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable. Directors and Officers Liability coverage must extend to all actions taken by the Board in their official capacity as Directors and officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification by law or the Declaration and Bylaws of the Association.

10.2 Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

10.3 Insurance Premiums. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Regular Assessments levied by the Association and collected from the Owners. That portion of the Regular Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the reserve fund to be used solely for the payment of premiums of required insurance as such premiums become due.

10.4 Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds

² The types and limits of insurance set forth herein are subject to availability and premium feasibility as determined by Declarant's insurance broker.

under any such policies as provided for in Section 10.1 above shall be paid to the Board as Trustee. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in this Declaration. The Board is hereby granted the exclusive authority, unless otherwise authorized by the Board in writing, to negotiate loss settlements with the appropriate insurance carriers. Any two (2) Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

ARTICLE 11.

EMINENT DOMAIN

11.1 Awards, Repair, Restoration and Replacement. In the event of any taking of any portion of any Parcel by eminent domain (including actual condemnation or sale under threat of condemnation), the Owner of said Parcel impacted by the taking shall be entitled to receive the award for such taking (subject to the rights of any mortgagee thereof), and after acceptance thereof, such Owner and his or her mortgagee(s) shall be divested of all interest taken.

11.2 Awards for Owners' Parcel and Relocation Allowances. Where all or part of a Parcel is taken by eminent domain, each Owner shall have the exclusive right to claim the entire award made for such Owner's Parcel, improvements thereon and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation.

11.3 Taking of Roads, Trails or Common Area. Where multiple Owners are substantially affected by the taking of any portion of the Project, all Owners affected shall decide by a majority of their voting power whether to rebuild, replace or repair the portion(s) of the Project taken, or to take other action, or to agree to an allocation and distribution of just compensation and/or damages. In the event any Parcel Owner disagrees with the proposed allocation, he or she may have the matter submitted to arbitration under the rules of the American Arbitration Association. In the event of any taking of the Common Area, the Road System or the Recreational-Equestrian Trail System; the Board shall negotiate and be entitled to receive the award for such taking, which shall then be distributed to all Owners (subject to the rights of mortgagees) in accordance with their respective interests in the Common Area or system taken.

ARTICLE 12.

INTERESTS OF MORTGAGE HOLDERS

12.1 In order to induce various lenders and lending agencies, including without limitation, The Mortgage Corporation ("TMC"), the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), the Veterans Administration ("VA"), and/or the Federal Housing Administration ("FHA") to participate in the financing of the purchase or ownership of Residential Parcels within the Property; this Article 12 is included in this Declaration. To the extent these added provisions, pertaining to

the rights of such lenders and lending agencies conflict with any other provisions of this Declaration or any other of the Project Documents, these added restrictions shall control. For purposes of this Article 12, the terms "Eligible Holder" and "Eligible Insurer or Guarantor" refer to a holder, insurer, or guarantor of any first mortgage on a Residential Parcel, who has provided a written request to the Association, to be notified of any proposed action requiring the consent of a specified percentage of such holders, insurers, or guarantors.

12.2 Notwithstanding any other provision herein, no amendment or violation of this Declaration shall operate to defeat or render invalid the rights of any mortgagee of a Parcel made in good faith and for value, provided that after the foreclosure of any such mortgage, such Parcel shall remain subject to this Declaration.

12.3 Each first mortgagee of a mortgage encumbering any Parcel, which obtains title to such Parcel pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Parcel free and clear of any claims for unpaid Assessments or charges against such Parcel which accrued after the time such mortgagee recorded its mortgage, and prior to the time such mortgagee acquires title to such Parcel.

12.4 First mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours; (2) require from the Association the submission of annual financial reports and other financial data; (3) receive written notice of all meetings of the Owners (if specifically requested in writing); and (4) designate, in writing, a representative to attend all such meetings.

12.5 Each Owner hereby authorizes the mortgagee of a first mortgage on his or her Parcel to furnish information to the Board concerning the status of the first mortgage and the loan which it secures.

12.6 Residential Parcel Owners shall have the right to amend this Declaration in accordance with Article 13 below.

12.7 In addition to the foregoing, the Board shall have the power and authority, without the vote of the Association, to enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, TMC, FNMA or the GNMA or any similar entity, so as to allow for purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Parcels. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their Residential Parcels, if such agencies approve the Property as qualifying under their respective policies, rules, and regulations as adopted or amended from time to time.

ARTICLE 13.
DURATION AND AMENDMENT

13.1 Duration. This Declaration shall continue in full force 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, meeting the requirements of a material amendment to this Declaration as set forth in Section 13.2.

13.2 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association's Members at which the proposed amendment is to be considered. An amendment shall be adopted at a duly called meeting of the Association's Members by the vote of Members, in person or by proxy, representing not less than sixty-seven percent (67%) of the total voting power of each class of membership in the Association; provided that, for so long as the Declarant shall own one (1) or more Parcel, any amendment of this Declaration shall require the consent of the Declarant.

Notwithstanding the foregoing, the following special amendment provisions shall apply:

13.2.1 Amendments of material adverse nature to Mortgagees shall be enacted in compliance with the provisions of Article 12 of this Declaration.

13.2.2 The specified percentage of the voting power necessary to amend a specified provision of this Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under that provision.

13.2.3 No amendment to this Declaration, or rule or regulation prescribed by the Board, may restrict, eliminate, or otherwise modify any right specifically created herein for the Declarant without the consent of the Declarant.

13.2.4 A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Parcels (and the required number of first mortgagees, where applicable) have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years.

ARTICLE 14.
DECLARANT'S RIGHTS AND RESERVATIONS

The following rights are hereby reserved to the Declarant:

14.1 Either directly or through its contractors or subcontractors, the right to do on the Property, whatever is reasonably necessary or advisable in connection with the surveying or construction of the Road System and/or the Trail System; or

14.2 Either directly or through its contractors or subcontractors, the right to erect, install, construct and maintain on any part or parts of the Property, such utility infrastructure as may be reasonable and necessary; or

14.3 The right to maintain such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof; or

14.4 The right to realign, reconfigure or relocate the Road System and/or Trail System, provided that such realignment, reconfiguration or relocation shall be subject to the amendment of this Declaration and, where necessary, the amendment of the Survey/Plan according to the procedures required by the County of Kootenai, if any; or

14.5 The right, at its sole discretion, to remediate work undertaken in the development of the Project that may be damaged by weather, incident or similar peril; and shall be deemed the "loss payee" under all policies of insurance regarding such remediation. The Association shall indemnify and reimburse the Declarant for all out-of-pocket expenses it incurs to remediate, work to the Project if such remediation is approved by the Board; or

14.6 So long as Declarant, its successors-in-interest and assigns, owns one or more of the Residential Parcels and except as otherwise specifically provided for, or exempted from, the requirements herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

14.7 In the event Declarant shall convey all of its right, title, and interest in and to the Property to any third person, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such third person shall be obligated to perform all such duties and obligations of the Declarant.

ARTICLE 15

ADOPTION OF ARCHITECTURAL GUIDELINES AND USE RESTRICTIONS

15.1 Architectural, Environmental and Use Restrictions. Subject to the approval of a majority of the Owners, the Board may adopt reasonable architectural guidelines ("Architectural Guidelines") as well as environmental and use restrictions ("Use Restrictions") for the Property and each Parcel Group and Parcel in the Property.

15.1.1. At the time of the adoption of this Declaration, the Property is being used primarily for timber operations and harvests, but it is anticipated that the Parcels will be developed into residential homes. These Architectural Guidelines and Use Restrictions are intended to be for the mutual benefit of all Owners, to maintain the value of the Property and each Parcel and preserve each Owner's right to the peaceful use and enjoyment of their Parcel.

15.1.2. Declarant understands that development of the Property into residential homes may be done in phases and, therefore, the Board's adoption of Architectural

Guidelines and Use Restrictions can be limited to specific Parcel Groups as this development progresses and may differ with each Parcel Group.

15.2 Architectural Guidelines.

15.2.1 The Architectural Guidelines may impose architectural and building requirements for all construction on any Parcel including the construction of any home, structure or hardscape ("Improvements"). The Architectural Guidelines may apply to the initial construction and maintenance of any Improvements, any additional Improvements and any modification, alteration or remodel of the Improvements. This is intended to ensure that the Improvements are of good quality and workmanship, create a harmonious style, are reasonably maintained and preserve the property values within the Property for the benefit of all Owners.

15.2.2. The Architectural Guidelines may impose requirements on the maintenance or installation of trees, landscape and plants ("Trees and Landscape") on the Property or any Parcel. This is intended to ensure that all Trees and Landscape are maintained and thinned to reduce fire danger and potential view impact on other Parcels. While no Parcel has an absolute right to maintain its view corridors, the Architectural Guidelines may impose reasonable height and growth restrictions to reasonably maintain views from other Parcels, and this can include restrictions requiring the thinning, removal or reduction in height of Trees and Landscape.

15.3 Use Restrictions. The Use Restrictions may impose reasonable restrictions on the use of any Parcel and preclude any use or activity that is deemed a nuisance, will negatively affect the values of the Property or any Parcel, or will negatively impact any Owner's right to the peaceful use and enjoyment of the Property or their Parcel.

ARTICLE 16 **GENERAL PROVISIONS**

16.1 Enforcement. The Association (acting through the Board), any Owner, and any governmental or quasi-governmental agency, or any highway district having jurisdiction over the Project shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

16.2 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

16.3 Conflict of Project Documents. If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be

given to Project Documents in the following order: Declaration; Survey/Plan; Articles; Bylaws; and finally, Rules and Regulations of the Association (if any). Notwithstanding the foregoing, any provision in any of the Project Documents which is for the protection of mortgagees shall have priority over any inconsistent provision in that document or in any other Project Document.

16.4 Dispute Resolution and Procedure. Any dispute, controversy, claim or difference concerning or arising out of or relating to this Agreement ("Dispute") shall be resolved through binding arbitration pursuant to I.C. § 7-901, et seq., as amended ("Uniform Arbitration Act"). The arbitration shall be conducted before a two arbitrators: (a) A lawyer (or Retired Judge) with a minimum of ten (10) years of commercial and real property experience; and a Licensed Civil Professional Engineer with a minimum of ten (10) years of civil planning experience that includes planning and permitting of roads. The Arbitrators shall be mutually acceptable; however, if the parties cannot agree upon an arbitrator, before an arbitrator appointed pursuant to the Uniform Arbitration Act) located within fifty (50) miles of Kootenai County, Idaho. The decision of the Arbitrators must be consensual and unanimous. The Arbitrators and the parties may refer to the Commercial Arbitration Rules of the American Arbitration Association for guidance but notwithstanding anything therein to the contrary: (i) the arbitration must be conducted by the two Arbitrators; (ii) discovery shall be limited to only that which the Arbitrators deem reasonable and necessary; (iii) the Arbitrators may rely upon an appraiser or licensed real estate broker for valuation of any damages relating to the Dispute; (iv) the venue for any mediation or arbitration under this Agreement shall be in Kootenai County, Idaho.

16.5 Attorney's Fees. The Arbitrators must award reasonable costs and attorneys' fees to the prevailing party unless it finds that the prevailing party proceeded unreasonably. In determining the reasonable amount of costs and attorneys' fees to award, the arbitrator shall consider all pre and post Dispute settlement negotiations of the parties and may consider all factors set forth in the Idaho Rules of Civil Procedure. In no event will the attorney fees as awarded exceed the sum of \$50,000 as adjusted by 3% per year after the recordation of this Declaration. A judgment upon an award rendered in arbitration may be entered in any court of competent jurisdiction. Nothing contained herein shall prohibit the parties from attempting to resolve the Dispute through mutually acceptable mediation.

16.6 Waiver of Jury Trial. **THE PARTIES HERETO ACKNOWLEDGE AND AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY DISPUTE, CLAIM, COMPLAINT, COUNTERCLAIM, CROSS-COMPLAINT, OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING, OR HEARING BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

16.7 Choice of Law and Jurisdiction. This Declaration and its validity, construction and rights hereunder shall be governed by the laws of the State of Idaho. Any legal proceeding arising from or relating to this Declaration shall be brought and held in Kootenai County, Idaho.

16.8 Waivers in General. The failure of the Declarant, Association or its Board to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

16.9 Modification and Integration. The provisions of this Declaration shall not be changed, modified, amended or waived in any way except in a writing signed by the Party or Parties to be changed. This Declaration sets forth the entire Agreement and understanding among the Parties and those bound hereby, as to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature with respect to the matters herein. The headings of the various sections are for convenience only and shall not affect the meaning or affect any provision.

16.10 Number and Gender. Unless the context indicates a contrary intent, the plural and singular forms of words shall each include the other, and every noun and pronoun shall have a meaning that includes the masculine, feminine and neutral genders.

6.11 Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of this Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

The undersigned, being the Declarant herein, has executed this Declaration on July 2nd, 2025.

DECLARANT:

F & G Timberlands LLC,
An Idaho limited liability company

By: [Signature]

Its: Managing Member

STATE OF Idaho
County of Kootenai ss.

On this 2nd day of July, 2025 before me, Stephanie B. Black, a Notary Public in and for the State of Idaho, personally appeared Steven G. Gode, known or identified to me to be the authorized Agent and Managing Member of F & G Timberlands LLC, the limited liability company that executed the within instrument and the

person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Stephanie Blalock
Notary Public for Idaho
Residing at Cataldo, Idaho
Commission Expires February 24, 2030

EXHIBIT 'A-1'
RED HOG: ALL PROPERTY

Parcel 20-1:

South $\frac{1}{2}$ of Government Lot 6 all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-2:

South $\frac{1}{2}$ of Government Lot 7 all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-3:

South $\frac{1}{2}$ of Government Lot 8 all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-4:

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-5:

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-6:

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-7:

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-8:

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-9:

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-10:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-11:

North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-12:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-13:

South $\frac{1}{2}$ of Government Lot 10 together with South $\frac{1}{2}$ of NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-14:

South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-15:

South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-16:

Government Lot 11 all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-17:

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-18:

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-19:

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-20:

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-21:

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-22:

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-23:

North $\frac{1}{2}$ of Government Lot 7 all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-24:

North $\frac{1}{2}$ of Government Lot 8 all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 20-25:

Government Lot 1 and the East $\frac{1}{2}$ of Government Lot 2 all in Section 20, Township 49 North, Range 4 West Boise Meridian, Kootenai County, Idaho.

Parcel 20-26:

East $\frac{1}{2}$ of Government Lot 3 and the West $\frac{1}{2}$ of Government Lot 2 and the NE $\frac{1}{4}$ of Government Lot 6 all in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 21-13:

Government Lot 4 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 21-14:

North $\frac{1}{2}$ of Government Lot 5 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 21-15:

South $\frac{1}{2}$ of Government Lot 5 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 21-16:

Government Lot 2 and Government Lot 3 are all located in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 21-17:

North $\frac{1}{2}$ of Government Lot 6 all located in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 21-18:

South $\frac{1}{2}$ of Government Lot 6 all located in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 21-19:

North $\frac{1}{2}$ of Government 7 all located in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 21-20:

South $\frac{1}{2}$ of Government Lot 7 all located in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-1 (Common Area):

North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-2:

South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-3:

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-4:

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-9:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-10:

South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-11:

West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-12:

East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-17:

North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-18:

South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-19:

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-20:

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-21:

SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ **TOGETHER WITH** NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 28-22:

South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-1:

Government Lot 1 all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-2:

Government Lot 2 all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-3:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-4:

South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-5:

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-6:

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-7:

North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-8:

South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-9:

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-10:

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-11:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-12:

South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-13:

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-14:

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-15:

Government Lot 3 EXCLUDING that part of Government Lot 3, lying Southeasterly of a line connecting the SW corner of said Government Lot 3 to the NW corner of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section 29, all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-19:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 29-23:

North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 29, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 30-1:

West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 30-2:

East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 30-3:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 30-4:

South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 30-5:

West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 30-6:

East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 30-7:

West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 30-8:

East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Right of Way through Parcel 91 and 123:

See Appendix for legal description and depiction.

Parcel 128:

South $\frac{1}{2}$ of Government Lot 4 lying East of Highway 95 and EXCLUDING All Road Right of Way in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 129:

SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 130:

SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 131:

West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 132:

East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 133:

NE ¼ of the SE ¼ of the SW ¼ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 134:

NW ¼ of the SE ¼ of the SW ¼ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 135:

North ½ of Government Lot 4 lying East of U.S. Highway 95 and the East ½ of Government Lot 3 lying East of U.S. Highway 95 and EXCLUDING all Right of Way all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 136:

SW ¼ of the NE ¼ of the SW ¼ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 137:

SE ¼ of the NE ¼ of the SW ¼ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 138:

South ½ of the NW ¼ of the SE ¼ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 139:

North ½ of the NW ¼ of the SE ¼ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 140:

NE ¼ of the NE ¼ of the SW ¼ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 141:

NW ¼ of the NE ¼ of the SW ¼ EXCLUDING all Right of Way all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 142:

South ½ of the South ½ of the SE ¼ of the NW ¼ and EXCLUDING all Road Right of Way all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 143:

North ½ of the South ½ of the SE ¼ of the NW ¼ and EXCLUDING all Road Right of Way all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 144:

South ½ of the North ½ of the SE ¼ of the NW ¼ and EXCLUDING all Road Right of Way all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 145:

North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and EXCLUDING all Road Right of Way all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 146:

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 147:

SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 148:

NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 149:

NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 152:

SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 153:

SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 154:

South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Right of Way all in Section 30, Township 49 North, Range 4 West Boise Meridian, Kootenai County, Idaho.

Parcel 155:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 30, Township 49 North, Range 4 West and
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 156:

NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 157:

NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 30, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 158:

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 159:

SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 160:

SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 161:

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way and South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 162:

NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 163:

NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 164:

North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 165:

South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 166:

North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 167:

West $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 10 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho

Parcel 168:

East ½ of the North ½ of Government Lot 10 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho

Parcel 169:

West ½ of the South ½ of Government Lot 9 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 170:

East ½ of the South ½ of Government Lot 9 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 171:

West ½ of the North ½ of Government Lot 9 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 172:

East ½ of the North ½ of Government Lot 9 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 173:

West ½ of the South ½ in Government Lot 5 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 174

East ½ of the South ½ in Government Lot 5 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 175:

SE ¼ of the NE ¼ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 176:

East ½ of the NE ¼ of the NE ¼ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, TOGETHER WITH

East ½ of the SE ¼ of the SE ¼ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 18, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 177:

West ½ of the North ½ in Government Lot 5 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 178:

West ½ of Government Lot 4 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 179:

East ½ of Government Lot 4 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 180:

East ½ of the North ½ in Government Lot 5 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 181:

West ½ of Government Lot 3 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 182:

West ½ of the North ½ of Government Lot 5 in Section 20, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 183:

South ½ of the South ½ of the NE ¼ of the SE ¼ lying East of U.S. Highway 95 and EXCLUDING all Road Right of Way in Section 19, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 197:

NW ¼ of the NW ¼ of the NW ¼ in Section 34, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 198:

NE ¼ of the NW ¼ of the NW ¼ in Section 34, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 199:

NW ¼ of the NE ¼ of the NW ¼ in Section 34, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 200:

NE ¼ of the NE ¼ of the NW ¼ in Section 34, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 201:

East ½ of the South ½ of Government Lot 6 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 202:

West ½ of the South ½ of the Government Lot 6 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 203:

East ½ of the South ½ of Government Lot 5 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 204:

West ½ of the South ½ of Government Lot 5 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 205:

SE ¼ of the SE ¼ of the SE ¼ in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 212:

NE ¼ of the SE ¼ of the SE ¼ in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 213:

West ½ of the North ½ of Government Lot 5 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 214:

East ½ of the North ½ of Government Lot 5 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 215:

West ½ of the North ½ of Government Lot 6 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 216:

East ½ of the North ½ of Government Lot 6 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 217:

South ½ of Government Lot 4 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 218:

North ½ of Government Lot 4 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 219:

SE ¼ of the NW ¼ of the SW ¼ in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 220:

NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 221:

SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 222:

NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 228:

SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ **TOGETHER WITH** NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 229:

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 230:

SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 231:

West $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 3 in Section 27, Township 49 North, Range 4 in Boise Meridian, Kootenai County, Idaho.

Parcel 232:

East $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 3 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 233:

East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 3 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 234:

West $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 3 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 235:

NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 236:

NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 237:

SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ **TOGETHER WITH** NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 238:

SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ **TOGETHER WITH** NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 239:

West $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 2 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 240:

South $\frac{1}{2}$ of the East $\frac{1}{2}$ of Government Lot 2 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 241:

West $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 1 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 242:

East $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 1 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 243:

East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 1 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 244:

West $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 1 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 245:

East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 2 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 246:

West $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 2 in Section 27, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 247:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 248:

East $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 7 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 249:

West ½ of the South ½ of Government Lot 7 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 250:

East ½ of the South ½ of Government Lot 8 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 251:

West ½ of the South ½ of Government Lot 8 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 252:

South ½ of the SE ¼ of the SE ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 253:

South ½ of the SW ¼ of the SE ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 254:

South ½ of the SE ¼ of the SW ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 255 (Common Area):

South ½ of the SW ¼ of the SW ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 256 (Common Area):

North ½ of the SW ¼ of the SW ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 257:

North ½ of the SE ¼ of the SW ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 258:

North ½ of the SW ¼ of the SE ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 259:

North ½ of the SE ¼ of the SE ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 260:

North ½ of Government Lot 8 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 261:

West ½ of the North ½ in Government Lot 7 in Section 22, Township 49 North, Range 4 in Boise Meridian, Kootenai County, Idaho.

Parcel 262:

East ½ of the North ½ of Government Lot 7 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 263:

East ½ of the South ½ of Government Lot 6 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 264:

West ½ of the South ½ in Government Lot 6 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 265:

SE ¼ of the NW ¼ of the SW ¼ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 266:

SW ¼ of the NW ¼ of the SW ¼ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 267:

South ½ of the NE ¼ of the SE ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 268:

South ½ of the NW ¼ of the SE ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 269 (Common Area):

South ½ of the NE ¼ of the SW ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 270 (Common Area):

South ½ of the NW ¼ of the SW ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 271:

North ½ of the NW ¼ of the SW ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 272 (Common Area):

North ½ of the NE ¼ of the SW ¼ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 273 (Common Area):

North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 274:

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 275:

NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 276:

NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 277:

West $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 6 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 278:

East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 6 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 279:

East $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 5 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 280:

West $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 5 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 281:

SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 282:

SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 283 (Common Area):

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 284:

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 285:

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 286:

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 287:

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 288:

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 289:

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 290 (Common Area):

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 291:

NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Kootenai County, Boise Meridian, Kootenai County, Idaho.

Parcel 292:

NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 293:

West $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 5 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 294:

East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Government Lot 5 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 296:

West $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 8 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 297:

East $\frac{1}{2}$ of the South $\frac{1}{2}$ of Government Lot 8 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 298:

West ½ of the South ½ of Government Lot 3 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 299:

East ½ of the South ½ of Government Lot 3 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 300:

West ½ of the South ½ of Government Lot 4 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 301:

East ½ of the South ½ of Government Lot 4 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 302:

West ½ of the North ½ of Government Lot 8 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 303:

East ½ of the North ½ of Government Lot 8 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 304:

West ½ of the North ½ of Government Lot 3 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 305:

East ½ of the North ½ of Government Lot 3 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 306:

West ½ of the North ½ of Government Lot 4 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 307:

East ½ of the North ½ of Government Lot 4 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 308:

West ½ of Government Lot 1 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 309:

East ½ of Government Lot 1 all in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXCLUDING Tax Number 19005 described as: That portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 49 North, Range 4 West, B.M. located north and west of the northerly right of way boundary of Loffs Bay Road (this makes up the area in that quarter-quarter between the south boundary of Camp Sweyolakan and Loffs Bay Road), AND

that portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ if said Section 15 lying easterly of the most easterly part of Loffs Bay Road in that quarter-quarter. (This latter designated portion of property will thus be between Loffs Bay Road and the west line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, thus adjoining the first designated portion. Total Property is approximately 8 acres.)

and **EXCLUDING** Road Right of Way all in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 322:

West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$,

EXCLUDING Tax Number 19005 described as: That portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 49 North, Range 4 West, B.M. located north and west of the northerly right of way boundary of Loffs Bay Road (this makes up the area in that quarter-quarter between the south boundary of Camp Sweyolakan and Loffs Bay Road), AND that portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ if said Section 15 lying easterly of the most easterly part of Loffs Bay Road in that quarter-quarter. (This latter designated portion of property will thus be between Loffs Bay Road and the west line of the

SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, thus adjoining the first designated portion. Total Property is approximately 8 acres.

and **EXCLUDING** Road Right of Way all in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 323:

NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ together with the W $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying west of the Right of Way together with the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying south of Loffs Bay Road, all in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXCLUDING Tax #19005 described as: That portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 49N, Range 4 West, B.M. located north and west of the northerly right of way boundary of Loffs Bay Road (this makes up the area in that quarter-quarter between the south boundary of Camp Sweyolakan and Loffs Bay Road), all in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 327:

SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, together with the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying West of Loffs Bay Road all in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 328:

North $\frac{1}{2}$ of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 310:

West ½ of Government Lot 2 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 311:

East ½ of Government Lot 2 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 312:

West ½ of Government Lot 1 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 313:

East ½ of Government Lot 1 in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 315:

South ½ of the North ½ of the SW ¼ of the SW ¼ in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 316:

SW ¼ of the SW ¼ of the SW ¼ in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 317:

SE ¼ of the SW ¼ of the SW ¼ in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 318:

West ½ of the West ½ of the SE ¼ of the SW ¼ in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 319:

East ½ of the West ½ of the SE ¼ of the SW ¼ lying SW of Loffs Bay Road and **EXCLUDING** Road Right of Way in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 320:

West ½ of the East ½ of the SE ¼ of the SW ¼ lying South of Loffs Bay Road and **EXCLUDING** Road Right of Way in Section 15, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 321:

East ½ of the East ½ of the SE ¼ of the SW ¼ lying southwest of Loffs Bay Road together with SE ¼ of the SE ¼ of the NE ¼ of the SW ¼ lying South of Loffs Bay Road.

Parcel 329:

South $\frac{1}{2}$ of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 330:

North $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 331:

South $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 332:

NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying West of the Loffs Bay Road in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 335:

SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, in Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXCLUDING Tax #18791 described as: A parcel of land located in the Southeast quarter of the Northeast quarter of Section 22, Township 49 North, Range 4 West, Boise Meridian, Kootenai, Idaho.



MECKEL ENGINEERING & SURVEYING
7600 N. Government Way, Suite 3
Dalton Gardens, ID 83815
208-667-4638
www.meckel.com



Handwritten: 1/3/25

July 3, 2025

Sec. 31, T49N, R4W & Sec. 36, T49N, R5W

**F&G ACCESS AT HWY 95
INGRESS EGRESS & UTILITIES TRACT OF LAND**

A tract of land lying over, under, across and through a part of Government Lot 1, Section 31, Township 49 North, Range 4 West and the East Half of the Northeast Quarter of Section 36, Township 49 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; more particularly described as follows:

Beginning at the North One Sixteenth corner common to Section 31, Township 49 North, Range 4 West and Section 36, Township 49 North, Range 5 West, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2-1/2 inches diameter marked PLS 6374, according to the Corner Perpetuation and Filing Record recorded as Instrument No. 2824146000, from which the corner common to Sections 30 and 31, Township 49 North, Range 4 West and Sections 25 and 36, Township 49 North, Range 5 West, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 3-1/2 inches diameter, marked PLS 6374, according to the Corner Perpetuation and Filing Record recorded as Instrument No. 1622790, bears North 0°59'56" East, a distance of 1327.82 feet;

thence South 1°00'03" West, a distance of 80.00 feet along the West line of Government Lot 2, Section 31 to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap, marked Easement PLS 6374;

thence North 88°29'28" West, a distance of 190.71 feet to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374 at a point of curvature;

thence along the arc of a curve left, which is concave to the South, through a central angle of 15°37'34", with a radius of 235.00 feet, an arc distance of 64.09 feet and having a chord bearing and distance of North 83°41'45" West, 63.89 feet to an iron rod, 24 inches long, 1/2 inch diameter, with a plastic cap marked Easement PLS 6374 at a point of reverse curvature;

thence along the arc of a curve right, which is concave to the North, through a central angle of 42°35'23", with a radius of 129.07 feet, an arc distance of 95.94 feet and having a chord bearing and distance of South 82°49'20" West, 93.75 feet to an iron rod, 24 inches long, 1/2 inch diameter, with a plastic cap marked Easement PLS 6374 on the southeasterly right of way line of U.S. Highway 95;

thence North 28°28'21" East, a distance of 80.00 feet along said southeasterly right of way line to iron rod, 24 inches long, 1/2 inch diameter, with a plastic cap marked Easement PLS 6374 at a point of non tangent curvature;

F & G Timber
Ingress/Egress and Utilities Tract of Land
Legal Description

thence along the arc of a curve left, which is concave to the North, through a central angle of $42^{\circ}35'23''$, with a radius of 49.07 feet, an arc distance of 36.48 feet and having a chord bearing and distance of South $82^{\circ}49'20''$ East, 35.64 feet to an iron rod, 24 inches long, 5/8 inch diameter, with a plastic cap marked Easement PLS 6374 at a point of reverse curvature;

thence along the arc of a curve right, which is concave to the South through a central angle of $15^{\circ}37'34''$, with a radius of 315.00 feet, an arc distance of 85.91 feet and having a chord bearing and distance of North $83^{\circ}41'45''$ East, 85.64 feet to an iron rod, 24 inches long, 1/2 inch diameter, with a plastic cap marked Easement PLS 6374 at a point of tangency;

thence South $88^{\circ}29'28''$ East, a distance of 109.98 feet to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374 at appoint of non tangent curvature;

thence along the arc of a curve right, which is concave to the Southeast through a central angle of $91^{\circ}36'02''$, with a radius of 113.58 feet, an arc distance of 181.58 feet and having a chord bearing and distance of North $47^{\circ}58'50''$ East, 162.85 feet to an iron rod, 24 inches long, 1/2 inch diameter, with a plastic cap marked Easement PLS 6374 at a point of tangency;

thence South $86^{\circ}13'09''$ East, a distance of 389.82 feet to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374 at a point of curvature;

thence along the arc of a curve left, which is concave to the Northwest through a central angle of $92^{\circ}46'31''$, with a radius of 140.00 feet, an arc distance of 226.69 feet and having a chord bearing and distance of North $47^{\circ}23'35''$ East, 202.73 feet to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374 at a point of tangency;

thence North $1^{\circ}00'19''$ East, a distance of 438.55 feet to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374,

thence North $16^{\circ}26'32''$ East, a distance of 668.09 feet to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374 on the North line of said Government Lot 1, Section 31;

thence South $88^{\circ}02'40''$ East, a distance of 82.63 feet along said North line to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374;

thence South $16^{\circ}26'32''$ West, a distance of 677.92 feet to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374 on the West line of the East one half of said Government Lot 1;

thence South $1^{\circ}00'19''$ West, a distance of 427.71 feet along said West line to an iron rod, 24 inches long, 1/2 inch diameter with a plastic cap marked Easement PLS 6374 at a point of curvature;

F & G Timber
Ingress/Egress and Utilities Tract of Land
Legal Description

thence along the arc of a curve right, which is concave to the Northwest, through a central angle of $92^{\circ}46'31''$, with a radius of 220.00 feet, an arc distance of 356.23 feet and having a chord bearing and distance of South $47^{\circ}23'35''$ West, 318.57 feet to an iron rod, 24 inches long, 1/2 inch diameter, with a plastic cap marked Easement PLS 6374 at a point of tangency;

thence North $86^{\circ}13'09''$ West, a distance of 389.82 feet to iron rod, 24 inches long, 1/2 inch diameter, with a plastic cap marked Easement PLS 6374 at a point of curvature;

thence along the arc of a curve left, which is concave to the Southeast through a central angle of $90^{\circ}00'00''$, with a radius of 33.58 feet, an arc distance of 52.75 feet and having a chord bearing and distance of South $48^{\circ}46'51''$ East, 47.49 feet to the Point of Beginning, containing 4.107 acres, more or less.

SUBJECT TO:

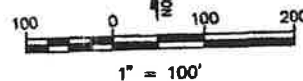
Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

E&G ACCESS AT HWY. 95 LEGAL DESCRIPTION EXHIBIT A PART OF THE NORTHWEST QUARTER OF SEC. 31, T.49N. R.4W. & THE NORTHEAST QUARTER OF SEC. 36, T.49N., R.5W., S.M., KOOTENAI COUNTY, IDAHO

MATCH SHEET 2 OF 2

Pt. GOV'T. LOT 1

GOV'T. LOT 2



LINE TABLE

LINE	BEARING	DISTANCE
L1	S100°03'W	80.00
L2	N82°29'28"W	190.71
L3	S88°29'28"E	109.98
L4	N75°52'E	57.35

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEING	CHORD
C1	235.00	64.00	15°37'34"	S83°41'45"W	63.89
C2	129.07	95.94	42°35'23"	N82°49'20"W	93.75
C3	49.07	36.48	42°35'23"	S82°49'20"E	35.64
C4	315.00	85.91	15°37'34"	N83°41'45"E	85.64
C5	113.58	181.58	91°36'02"	N47°58'50"E	162.85
C6	140.00	226.69	92°46'31"	N47°23'35"E	202.73
C7	230.00	356.23	92°46'31"	S47°23'35"W	318.57
C8	33.58	52.75	90°07'00"	S48°46'51"W	47.49

LEGEND

SHEET 2 OF 2

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR RECORD.

SCOTT M. RASOR, PLS 6374 DATE



SHEET 1 OF 2

PROJ. NO. 10225.001
 CADD FILE: VER25001_001.dwg

DATE: JULY 3, 2025

CREW: TAB & DES

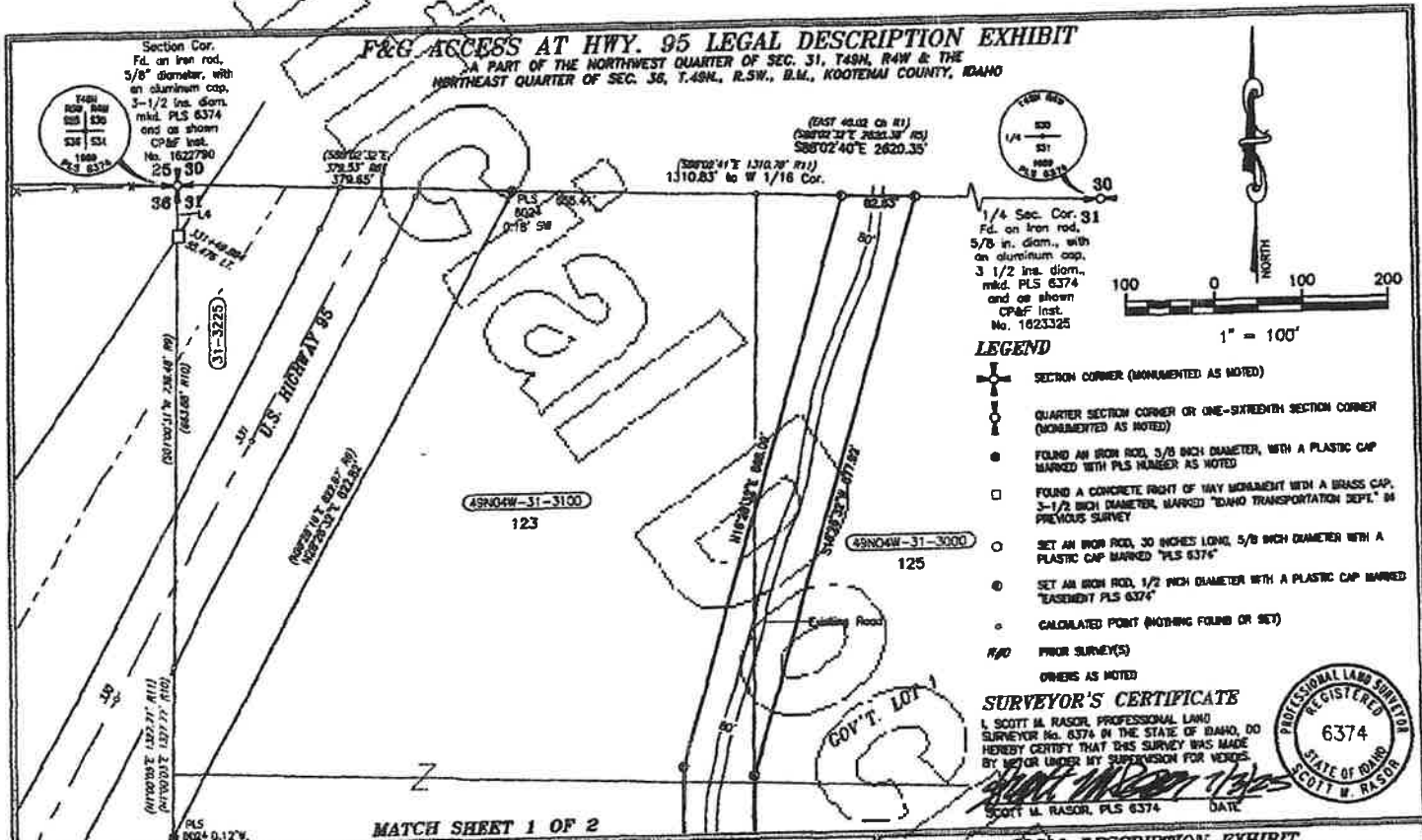
MECKEL ENGINEERING & SURVEYING

700 N. COLUMBIA ST., STE. 3, COEUR D'ALENE, IDAHO 83815 (208) 667-4533

LEGAL DESCRIPTION EXHIBIT

A PART OF THE NORTHWEST QUARTER OF SEC. 31, T.49N. R.4W. & THE NORTHEAST QUARTER OF SEC. 36, T.49N., R.5W., S.M., KOOTENAI COUNTY, IDAHO

F&G ACCESS AT HWY. 95 LEGAL DESCRIPTION EXHIBIT A PART OF THE NORTHWEST QUARTER OF SEC. 31, T49N, R4W & THE NORTHEAST QUARTER OF SEC. 36, T49N, R5W, B.M., KOOTENAI COUNTY, IDAHO



SHEET 2 OF 2

DATE: JULY 3, 2025

PROJ. NO. V0025.001
DSD FILE: V0025001.DSD.DWG
CREW: TAB & DEU

MECKEL ENGINEERING & SURVEYING

7000 N. GARDENWAY RD., STE. 1, COEUR D'ALENE, IDAHO 83814 (208) 697-4133

LEGAL DESCRIPTION EXHIBIT
A PART OF THE NORTHWEST QUARTER OF SEC. 31, T49N, R4W & THE
NORTHEAST QUARTER OF SEC. 36, T49N, R5W, B.M., KOOTENAI COUNTY, IDAHO

EXHIBIT ' A-2 '
RED HOG: COMMON AREA

Parcel 28-1 (Common Area)::

North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ all in Section 28, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 255 (Common Area):

South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 256 (Common Area):

North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 269 (Common Area):

South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 270 (Common Area):

South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 272 (Common Area):

North $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 273 (Common Area):

North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 283 (Common Area):

South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 290 (Common Area):

North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 21, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

EXHIBIT "B"

**(Articles of Incorporation for
Red Hog Ranch Road & Trails Association, Inc.)**

Unofficial Document

**ARTICLES OF INCORPORATION FOR
RED HOG RANCH ROAD & TRAILS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS that **Steven Godde**, being over the age of eighteen (18) years, and for the purposes of forming a corporation under the Idaho Nonprofit Corporation Act, Chapter 30, Title 30, Idaho Code ("Act"), hereby certifies and adopts the following Articles of Incorporation ("Articles"):

ARTICLE I - NAME

The name of the Corporation is **RED HOG RANCH ROAD & TRAILS ASSOCIATION, INC.** ("Association"), and it is a nonprofit corporation.

ARTICLE II - DURATION

The Association shall exist perpetually.

ARTICLE III - PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate the distribution of gains, profits, or dividends to its Members. The specific primary purposes for which it is formed are to provide the means, method and manner of creating, constructing, memorializing and maintaining private road and utility infrastructure, ensuring the functional development of roads for vehicular ingress and egress to/from the certain real property located in Kootenai County, Idaho, commonly known as the "Red Hog Ranch" (and individually owned parcels within the Property) ("Property"), as more particularly described and depicted in Exhibit "A-1 and A-2" of the Declaration of Covenants, Conditions, Restrictions and Servitudes for "Red Hog Ranch" Kootenai County, Idaho, recorded as Instrument No. _____ of the Kootenai County Records ("Declaration"), to existing public roads and the development of a recreational and equestrian trail system for use over, across and through the Property on a Road System and Trail System ("Project"). Such purposes shall be accomplished pursuant to and according to the Declaration.

In furtherance of said purposes, and subject to the approval of Members as required by the Declaration and the remaining project documents, this Association shall have power to:

- a. Perform all of the duties and obligations of the Association as set forth in the Declaration;
- b. Fix, levy, collect and enforce Assessments as set forth in the Declaration;
- c. Pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Property;
- d. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, exchange, transfer, dedicate for public

use or otherwise dispose of real or personal property in connection with the affairs of the Association;

e. Manage, administer, operate, maintain, repair, replace, and improve, for the benefit of the Members, any common area described in the Declaration;

f. Make contracts and incur liabilities, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

g. Dedicate, sell, transfer, or grant easements over all or any part of the subject property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members;

h. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional property to the property managed by the Association;

i. Have and exercise any and all powers, rights, and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may now or hereafter have or exercise.

ARTICLE IV - MEMBERS AND MEMBERSHIP

Section 1. Non-stock Corporation. Participation in management and ownership of the Association shall be by membership only (Membership). The Association shall issue no stock and shall have no shareholders.

Section 2. Membership. The Owner of a Parcel shall automatically, upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as its ownership ceases for any reason, at which time its membership in the Association shall automatically cease. Membership shall be in accordance with these Articles, the Declaration, and the Bylaws for Red Hog Ranch Road & Trails Association, Inc. ("Bylaws").

Section 3. Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Parcel to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Parcel should fail or refuse to transfer the membership registered in its name to the purchaser of its Parcel, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

Section 4. Classes of Membership. The Association shall have one (1) class of voting membership. The number of Members of the Association shall be limited solely to the number of Parcels in the Property, including any additions and other properties later annexed into the

Association. Members shall be entitled to vote on all matters involving the administration of the Property and the Association.

Section 5. Voting Power. Members shall be entitled to one (1) vote for each Parcel that they own. The vote for each Parcel must be cast as a whole, and fractional votes will not be allowed. In the event that a Parcel is owned by more than one person, each such person or entity shall be a Member of the Association. However, the voting power attributable to that Parcel shall not be increased by the joint ownership and the vote of that Parcel shall not be split. Accordingly, under such circumstances, such individuals or entities shall appoint and authorize one person to represent the Owners of such Parcel. If the Owners of a particular Parcel present at a meeting, in person or by proxy, cannot agree on how to vote on a specific matter, no vote shall be exercised by the Unit on that matter.

Section 6. Voting Requirements. Except where otherwise expressly provided in the Declaration, these Articles, or the Bylaws, any action by the Association which must have the approval of the Membership before being undertaken shall require the vote or written assent of a majority of a quorum of the voting power of the Association.

Section 7. Limitation of Payment to Dissenting Member. Membership in the Association is appurtenant to and cannot be segregated from ownership of a Parcel within the jurisdiction of the Association. Except upon dissolution of the Association, a dissenting Member shall not be entitled to any return of any contribution or other interest in the Association.

ARTICLE V - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be _____, but it may be relocated at any time. The Association's initial registered agent at that address will be _____.

ARTICLE VI - BOARD OF DIRECTORS; INCORPORATOR

The affairs of this Association shall initially be managed by a Board of Directors ("Board") of two (2) Directors. The Board shall consist of not less than two (2) nor more than five (5) Directors, according to or by the amendment of the Bylaws of the Association. The initial Directors shall serve until the first annual meeting of the Association. The Directors shall serve for a three (3) year term or until their successor is elected, whichever event occurs later. The Directors shall have staggered terms so as to elect a nearly equal amount of Directors each year.

The names and addresses of the initial two (2) Directors of the Association until the selection of their successors, are:

Steven Godde
Pamela Godde

The name and address of the incorporator of this Association is as follows:

ARTICLES OF INCORPORATION OF RED HOG RANCH ROAD & TRAILS ASSOCIATION, INC. -

Steven Godde

ARTICLE VII - INDEMNIFICATION

A Director of the Association shall not be personally liable to the Association for monetary damages arising from any conduct as a Director, except this limitation on liability shall not apply to (i) acts or omissions involving intentional misconduct by the Director or a knowing violation of law by the Director, or (ii) any transaction from which the Director will personally receive a benefit in money, property, or services to which the Director is not legally entitled. If the Act and/or the Idaho General Business Corporations Act, Chapter 29, Title 30, is amended to authorize corporate action further eliminating or limiting the personal liability of corporate Directors, then the liability of a Director of this Association shall be eliminated or limited to the fullest extent permitted by such law or laws, as so amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of Director(s) of the Association existing at the time of such repeal or modification.

The Association has the power to indemnify, and to purchase and maintain insurance for, its Directors, officers, trustees, employees, and other persons and agents. Without limiting the generality of the foregoing, the Association shall indemnify its Directors against all liability, damages, and costs or expenses (including attorneys' fees) arising from or in any way connected with service for, employment by, or other affiliation with this Association to the maximum extent and under all circumstances permitted by law.

ARTICLE VIII - DISSOLUTION

In the event of the dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the Directors or person(s) in charge of the liquidation shall divide the remaining assets among the Members in accordance with their respective rights thereto as established in the Declaration.

ARTICLE IX - AMENDMENT OF ARTICLES

These Articles may be amended at any time and in any manner by resolution approved by a majority of the full Board of Directors, provided any such amendment shall not be inconsistent with the Declaration, or the law. However, any amendment adopted by the Board may be repealed, and any proposed amendment may be adopted, by seventy-five percent (75%) of the total voting power of the Association, at a regular meeting of the Membership, or at a special meeting called for such purpose.

It is hereby expressly stated that **F & G TIMBERLANDS LLC**, and its successors and assigns (collectively, "**Declarant**"), as the developer of the Property, for so long as Declarant owns at least five (5) parcels in the Property, and any additions thereto, shall have the absolute right to amend and record these Articles, Bylaws, Covenants, Conditions, and Restrictions, and any amendments thereto without a vote of the Membership or Board. During such ownership,

Declarant shall provide the Membership and Board with sixty (60) days advanced notice of any amendment. Moreover, so long as Declarant owns at least [REDACTED] in the Property, any proposed amendments to these Articles, Bylaws, Covenants, Conditions, and Restrictions by way of a vote of the Membership or Board shall also require the consent of the Declarant in order to be valid and effective.

For the purpose of forming this Association under the laws of the State of Idaho, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation on this _____ day of _____, 2025.

RED HOG RANCH ROACH & TRAILS
ASSOCIATION, INC.

By: _____
Steven Godde, *President of the Association*

EXHIBIT "C"

**(Bylaws for
Red Hog Ranch Road & Trails Association, Inc.)**

Unofficial Document

**BYLAWS FOR
RED HOG RANCH ROAD & TRAILS ASSOCIATION, INC**

**ARTICLE 1.
PLAN OF OWNERSHIP**

1.1 Name of Association. The name of this association is the **RED HOG RANCH ROAD & TRAILS ASSOCIATION, INC.** ("Association"). The Association shall conduct business under the name Red Hog Ranch Road & Trails Association.

1.2 Application to Project. The provisions of these Bylaws are applicable to that certain real property known as the "Red Hog Ranch" (and individually owned parcels within the Property) ("**Property**"), as more particularly described and depicted in Exhibit "A" of the Declaration of Covenants, Conditions, Restrictions and Servitudes for "Red Hog Ranch" Kootenai County, Idaho ("**Declaration**"), recorded as Instrument No. _____ of the Kootenai County Records, and the entirety of the "Road & Trail Project" as defined and referenced therein. All present and future Owners and/or occupants of a Parcel in the Property and any other person(s) who use or may use the Property's Common Area, the Road & Trail Project, and/or the facilities thereon in any manner, are subject to the regulations set forth in these Bylaws, Declaration, Articles of Incorporation for the Red Hog Ranch Road & Trails Association, Inc. ("**Articles**"; attached hereto as Exhibit "A"), and the rules and regulations promulgated by the Association ("**Association Rules**"), and any amendments thereto as applicable to the Property and/or the Road & Trail Project.

1.3 Purpose. The Association's primary purpose is administration and enforcement of the terms of these Bylaws, Declaration, Articles, Association Rules and the "Survey/Plan" (as defined and referenced in the Declaration), as each may be restated, supplemented, or amended from time to time (collectively, "**Project Documents**") and other agreements binding on the Property and Road & Trail Project (collectively, "**Project**"), and collecting and disbursing the assessments and charges, and for any other lawful purpose allowed by law.

1.4 Meaning of Terms. Unless otherwise specifically provided herein, the definitions contained in the Declaration and Articles are hereby expressly incorporated in these Bylaws.

**ARTICLE 2.
MEMBERSHIP; MEETINGS AND VOTING RIGHTS**

2.1 Voting Rights. Voting rights shall be described in the Project Documents. The Association shall have one (1) class of voting membership. The number of members of the Association ("**Members**") shall be limited solely to the number of Parcels in the Property, including any additions and other properties later annexed into the Association. Members shall be entitled to vote on all matters involving the administration of the Project and the Association. Members shall be entitled to one (1) vote for each Parcel that they own. The vote for each Parcel must be cast as a whole, and fractional votes will not be allowed. In the event that a Parcel is owned by more than one person, each such person or entity shall be a Member of the Association. However, the voting power attributable to that Parcel shall not be increased by the joint ownership

and the vote of that Parcel shall not be split. Accordingly, under such circumstances, such individuals or entities shall appoint and authorize one person to represent the owners of such Parcel. If the owners of a particular Parcel present at a meeting, in person or by proxy, cannot agree on how to vote on a specific matter, no vote shall be exercised by the Unit on that matter.

2.2 Voting Requirements. Except when otherwise expressly provided in the Project Documents, any action by the Association which must have the approval of the Association's membership ("Membership") before being undertaken shall require the affirmative vote of a majority of votes represented at any meeting where a quorum is present, in person or by proxy.

2.3 Quorum. The presence in person or by proxy of at least sixty-six percent (66%) of the total voting power (and the presence of the Declarant, where the Declarant still owns at least one (1) Parcel) shall constitute a quorum. F & G Timberlands LLC, an Idaho limited liability company, and its successors and assigns collectively constitute the "**Declarant**" as referenced in the Project Documents. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum (provided that, so long as that Declarant holds at least one (1) Parcel, Declarant shall be present at all times while business is conducted).

2.4 Proxies. At all meetings of Members, each Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed physically or electronically with the Secretary before the appointed time of each meeting. All proxies shall be valid only for the meeting for which the proxies are given (including any reconvened meetings in the event of an adjournment), unless provided otherwise in the proxy (but in no event for a period exceeding eleven (11) months from date of execution). Every proxy shall be revocable and shall automatically cease upon receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of such Member.

2.5 Annual Meetings. Regular annual meetings of the Members of the Association shall be held within the month of September of each year, with the actual date to be selected at the discretion of the Board and provided to the membership in the notice of the meeting. The annual meeting of the Members shall be held in Kootenai County, Idaho, within five (5) miles of the Property. If the Board of Directors ("**Board**") shall fail to set another time and date, then the meeting shall occur on the fourth Friday of September each year, at the hour of 7:00 p.m. PST., at a place to be announced in the call of the meeting. The purpose of this meeting shall be to elect Directors and for the transaction of such other business as may come before the meeting.

2.6 Special Meetings. A special meeting of Members of the Association may be called by the President or by any two (2) members of the Board. A special meeting shall be called by the Board upon receipt of a written request signed by Members representing not less than fifty percent (50%) of the total voting power of the Association.

2.7 Notice and Location of Meetings. At the direction of the President, the Secretary, or the officers or persons calling a meeting, written notice of regular and special meetings shall be given to all Members in the manner specified for notices under these Bylaws. Such notice shall specify the place, day, and hour of the business to be undertaken, and, in the case of a special

meeting, the purpose or purposes for which the meeting is called. Except in the case of an emergency, at least ten (10) days' notice (but not more than sixty (60) days' notice) of any meeting shall be provided prior to the meeting. To encourage attendance, the Board shall attempt to give at least thirty (30) days' notice of all meetings. Notice shall also be delivered to any institutional lender filing a written request for notice with the Association, and any such lender shall be permitted to designate a representative to attend all such meetings.

2.8 Adjournment. In the absence of a quorum at a Membership meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than ten (10) days and not more than fifty (50) days from the original meeting date. The quorum requirements for a reconvened meeting shall remain sixty-six percent (66%) of the total voting power of the Association (and the presence of the Declarant, where the Declarant still owns a Parcel).

2.9 Action Without Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting if written consent, setting forth the action so taken, is signed by all the Members entitled to vote thereon. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE 3. **BOARD OF DIRECTORS**

3.1 Number and Term of Directors. The Board shall consist of two (2) Directors. The initial Directors shall serve until the first annual meeting of the Association. The Members may vote to increase the number of directors to not more than five (5) Directors. Directors shall serve for three (3) year terms.

3.2 Election of Board of Directors.

a. Nomination. Nominations for election to the Board of Directors may be made from the floor at the annual meeting of the Association.

b. Election of Directors. Elections of Board members shall be by secret written ballot, with the persons receiving the most votes being elected to serve. No cumulative voting rights shall be available.

3.3 Removal. An individual Director may be removed by the majority vote of a quorum of the membership at a meeting called for such purpose; provided that a Director appointed by the Declarant shall only be removed by the Declarant. Moreover, a Director may lose his or her position as Director by disqualification for the following reasons:

- a. Loss of membership in the Corporation;
- b. Absence from three (3) consecutive Board of Director's meetings without just cause; or

The final determination of disqualification for any of the above reasons shall be made by the Board upon a majority vote of the non-implicated Directors (and Declarant's consent if appointed by the Declarant). Upon such an affirmative determination of disqualification, that position shall be considered vacant.

3.4 Vacancies. Vacancies in the Board caused by any reason, other than the removal of a Director by the voting in of a replacement by the Members, shall be filled by the vote of a majority of the remaining Directors, or, in the case of a Director appointed by the Declarant, by a new appointment by the Declarant. Each person so elected shall be a Director for the remainder of the term of the Director he or she replaces, or until a successor is elected at a special meeting of the Members called for that purpose.

3.5 Regular Meetings. Regular meetings of the Board shall be conducted at least quarterly at a time and place as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each Director, according to a method of notice approved in these Bylaws, at least three (3) days prior to the day named for the meeting. One of the regular meetings shall be the annual meeting, which shall be held contemporaneously with the annual meeting of Members. Regular meetings may be held telephonically or via video conference.

3.6 Special Meetings. A special meeting of the Board may be called by written notice signed by the President of the Association or by any two (2) Directors other than the President. Notice shall be provided to all Directors in the manner prescribed for notice of regular meetings and shall include a description of the nature of any special business to be considered by the Board. Special Meetings may be held telephonically or via video conference.

3.7 Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that Director. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place of the meeting, except where such attendance is for the limited and express purpose of objecting to the transaction of any business at the meeting because the meeting is not lawfully called or convened.

3.8 Quorum. The presence and participation in person or via phone or video conference of a majority of Directors at any meeting of the Board shall constitute a quorum. The vote of a majority of the quorum present at any meeting shall constitute the vote of the Board, unless expressly provided to the contrary in the Project Documents. However, while Declarant retains the power to appoint at least a majority of the Board, any Board action shall have the approval of the majority of the Directors appointed by the Declarant who are present at the meeting.

3.9 Action by Consent of Directors. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to such action.

3.10 Adjournment: Executive Session. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and

orders of business of a similar or sensitive nature, as determined by the Board. The nature of any and all business to be considered in executive session shall first be announced in open session, and any Board action must be taken in open session.

3.11 Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the unanimous vote of the Board.

ARTICLE 4.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board shall have the powers and duties necessary for the administration of the affairs of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

4.1 To select, appoint, supervise, and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with the law and the Project Documents;

4.2 To enforce the applicable provisions of the Project Documents and other instruments relating to the ownership, management, architecture, and control of the Project; and to enact and enforce supplemental rules and regulations governing the Project;

4.3 To adopt and publish rules and regulations governing the use of the Common Area, Road & Trail Project, and the facilities thereon, and the personal conduct of the Members and their tenants, guests and invitees thereon, and to establish procedures and penalties for the infraction thereof and/or damages thereto;

4.4 To pay all taxes and assessments which are, or could become, a lien on the Common Area, Road & Trail Project, and/or the facilities thereon, or a portion thereof;

4.5 To contract for casualty, liability and other insurance on behalf of the Association as well as its Officers and Directors, as required or permitted in the Project Documents;

4.6 To delegate its powers to committees, officers or employees of the Association, or to a management company pursuant to written contract, as expressly authorized by the Project Documents; provided that: (a) any agreement for professional management of the Project, or any other contract providing for services of the Declarant may not exceed three (3) years, and (b) any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

4.7 To contract for goods or services for the Association;

4.8 To operate, maintain, administer, repair, replace, and improve the Common Area, Road & Trail Project, and/or the facilities thereon, according to the requirements of the Project Documents;

4.9 To oversee the maintenance, repair and replacement of the Common Area, Road & Trail Project, and facilities thereon, and/or to contract for the same as to insure that they remain in good condition, reasonable wear and tear excepted.

4.10 To keep, or cause to be kept, complete and accurate books and records of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses incurred, and to prepare budgets and financial statements for the Association as required in these Bylaws in accordance with good accounting procedures;

4.11 To initiate and execute disciplinary proceedings against Members for violations of the provisions of the Project Documents, in accordance with procedures set forth therein;

4.12 To borrow money and incur indebtedness for purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes or other evidence of debt (and security therefor), subject to the approval requirements of the Project Documents and/or the law;

4.13 To fix, collect, and manage assessments according to the Project Documents and, if deemed appropriate in the Board's discretion, to record a notice of lien and foreclose the lien against any Parcel for which an assessment is not paid within thirty (30) days after the due date, or bring an action at law against the Owner personally obligated to pay such assessment; and

4.14 To prepare and file annual tax returns with the federal and state governments and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed under Section 528 of the Internal Revenue Code or any successor or similar statute conferring income tax benefits on property owners associations.

ARTICLE 5.

OFFICERS

5.1 Enumeration and Term. The officers of this Association shall be a President, Secretary, and Treasurer, and such other officers as the Board from time to time, by resolution, creates. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Notwithstanding the foregoing, the Declarant shall have the right to elect officers during the Declarant Control Period pursuant to the terms of **Section 3.2** hereof.

5.3 Resignation and Removal. Any officer may be removed from office by a majority of the Board at any time with or without cause, provided that officers elected by Declarant may only be removed by the Declarant. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Vacancies. A vacancy in any office may be filled by appointment by the Board, provided that vacancies caused by removal by the Declarant shall be filled by the Declarant. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

5.5 Multiple Offices. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

5.6 Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Association and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments, agreements, and orders of the Board; and shall co-sign all checks.

b. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

c. Treasurer. The Treasurer shall receive and deposit, in appropriate bank accounts, all monies of the Association, and shall disburse such funds as directed by the resolution of the Board of Directors pursuant to approval of vouchers, when appropriate; shall co-sign all checks of the Association; and shall keep proper books of accounting and prepare or have prepared financial statements and tax returns as required in these Bylaws.

ARTICLE 6.

DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Association shall have no power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned Parcel on account of a failure by the Owner to comply with provisions of the Project Documents except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration, or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay assessments levied by the Association. Moreover, the Association shall have no power to suspend any Owner's access rights over the "Road System" as depicted in Exhibit "D-1" of the Declaration.

Notwithstanding the foregoing, the Board shall have the power to impose monetary penalties (i.e., fines), temporary suspensions of rights as a Member (including voting rights), temporary suspensions of rights to use the Common Area, Road & Trail Project, and/or the facilities thereon (subject to the limitation set forth in the paragraph immediately above) as defined and addressed in the Project Documents, and/or other appropriate discipline for failure to comply with the Project Documents; provided that the procedural requirements set forth in the Project Documents are fully complied with and the accused is given notice and the opportunity to be heard by the Board with respect to the alleged violation before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such amounts shall include actual attorney's fees and all costs in connection with the collection of such penalties. Any action taken in this regard shall not constitute a waiver or discharge of any obligation to pay Assessments and/or to comply with the Project Documents.

Moreover, as set forth in the Declaration, each Owner shall be liable to the Association for any damage to the Common Area, Road & Trail Project, and/or the facilities thereon, if the damage is sustained because of the negligence, neglect, willful misconduct, or unauthorized or improper installation or maintenance of any improvement or use by the Owner, or by any guest, tenant, employee, or invitee of the Owner. At its discretion, the Board may make a claim for such damage upon insurance maintained by the Association. The Association may correspondingly levy a Special Assessment against such Owner's Parcel equal to: (i) the applicable deductible; (ii) the increase in insurance premiums attributable to said damage; and/or (iii) the cost of correcting the damage to the extent not reimbursed by insurance.

ARTICLE 7.

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

7.1 **Budgets and Financial Statements.** Financial statements and pro forma operating budgets for the Association shall be regularly prepared (at least annually) and copies shall be distributed to each Member of the Association and to the holder, insurer, guarantor of any first mortgage on any Parcel who shall have made a written request therefor. In the discretion of the Board, annual financial statements may be independently audited, in which case the audits shall be made available to all parties entitled to the financial statements.

7.2 **Fiscal Year.** The fiscal year of the Association shall be as designated by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.3 **Inspection of Association's Books and Records.** The membership register, books of accounting, vouchers authorizing payments, minutes of meetings of the Members and of the Board, and copies of the current Project Documents shall be made available for inspection and copying by any Member of the Association, by any holder, insurer, or guarantor of a first mortgage on any Parcel, or by its duly appointed representative, at any reasonable time and for a purpose reasonably related to its interest (and at the cost of the requesting party), at the office of the Association or at such other place within or near the Property as the Board shall prescribe.

7.4 Statement of Account. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of its account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

ARTICLE 8.

AMENDMENT OF BYLAWS

8.1 These Bylaws may be amended at any time and in any manner by resolution approved by a majority of the full Board of Directors, provided any such amendment shall not be inconsistent with the Project Documents and/or the law. However, any amendment adopted by the Board may be repealed, and any proposed amendment may be adopted, by sixty-six percent (66%) of the total voting power of the Association, at a regular meeting of the membership, or at a special meeting called for such purpose.

ARTICLE 9.

MISCELLANEOUS PROVISIONS

9.1 Regulations. All Owners, occupants, tenants, their employees, and any other person or entity that might use the Common Area, Road & Trail Project, and/or the facilities thereon (as defined and referenced in the Declaration) in any manner, are subject to the regulations set forth in the Project Documents enacted pursuant thereto. Acquisition, rental, or occupancy of any Parcel shall constitute acceptance and ratification of the provisions of all such rules and regulations.

9.2 Compensation and Indemnity of Officers and Directors. No Director or officer, and no other Member acting in any official capacity for the Association or the Project, shall receive any loan from the Association, or shall receive any compensation for services rendered for or on behalf of the Association, except reimbursement for actual sums spent on behalf of the Association, to the extent authorized by the Board. To the maximum extent permitted by the Idaho Nonprofit Corporation Act and the Articles, each Director and officer shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, except in cases of fraud, gross negligence or bad faith of the Director or officer in the performance of his or her duties.

9.3 Committees. The Board may appoint committees as deemed appropriate in carrying out its purpose; provided, however, that the power and authority of any such committee shall be limited according to the Idaho Nonprofit Corporation Act.

9.4 Notices. Any notice permitted or required to be provided by the Project Documents shall be in writing and may be delivered either personally or by mail, facsimile transmittal, e-mail, telegraph, or as otherwise specifically provided in the Project Documents. If delivery is by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of

such person if no address has been given to the Association. Such address may be changed by notice in writing to the Association.

The undersigned President of the Association does hereby certify that the above and foregoing Bylaws of the Association were adopted by the Directors as the Bylaws of RED HOG RANCH ROAD & TRAILS ASSOCIATION, INC., were approved by Declarant, and that the same do now constitute the Bylaws of the Association.

DATED this _____ day of _____, 2025.

**RED HOG RANCH ROAD & TRAILS
ASSOCIATION, INC.**

By: _____
Steven Godde, *President of the Association*

**EXHIBIT "A"
TO
BYLAWS**

[Articles of Incorporation]

Unofficial Document

EXHIBIT D1

RED HOG RIDGE ROAD MAP

DATE: 6/30/2025

LEGEND

ROADS FOLLOWING
LOGGING EX. ROADS

NEW ROADS

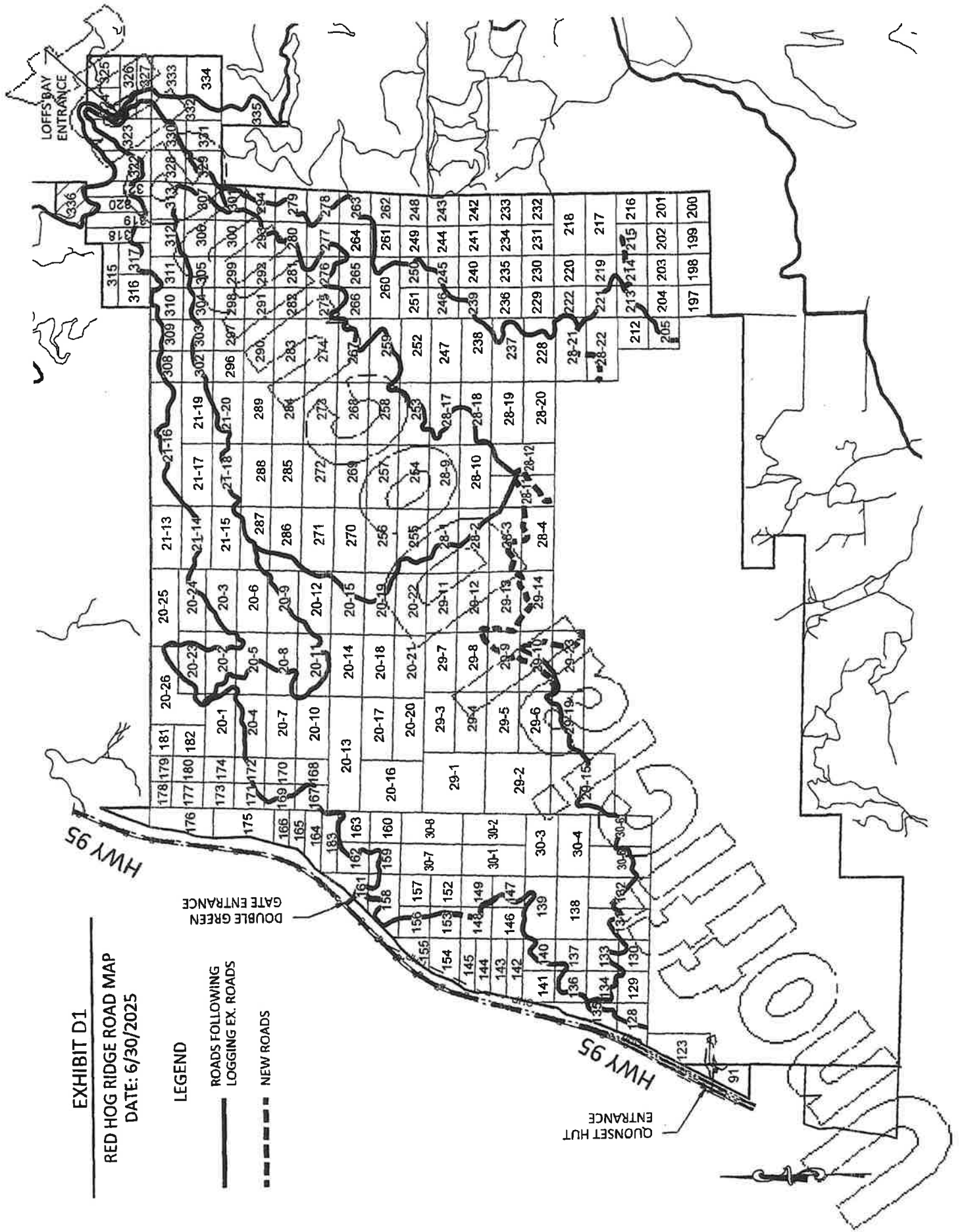


EXHIBIT D2
RED HOG RIDGE TRAILS MAP
DATE: 6/30/2025

LEGEND

--- TRAILS

