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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE WHITNEY RANCH

THIS DECLARATION is made this 6th day of March, 2006, by the Board of Directors of the Whitney Ranch Lot Owners Association ("WRLOA"). This Declaration of Covenants, Conditions and Restrictions for the Whitney Ranch is an amendment and restatement in its entirety of the Covenants, Conditions and Restrictions.

ARTICLE 1
RECITALS

1.1. Property Covered. WRLOA and its members are the owners of certain real property (the "Property") described as: Whitney Ranch at New Meadows, Adams County, Idaho. The legal description of Whitney Ranch is provided as Exhibit "A".

1.2. Purpose. WRLOA hereby subjects all of Whitney Ranch to certain protective covenants, conditions and restrictions for the benefit of Whitney Ranch and present and future owners thereof. This Declaration of Covenants, Conditions and Restrictions ("Declaration") is intended to preserve the value, desirability and attractiveness of Whitney Ranch, to create and protect the highest quality development of Whitney Ranch and to insure proper maintenance thereof.

1.3. Goals. Whitney Ranch was developed to provide a limited number of residential ranch sites within the 800 acre Whitney Ranch. Whitney Ranch provides many unique natural resources including its streams, meadows, forests, and wildlife populations. Whitney Ranch has been designed and will be managed to preserve and enhance these natural resources for the benefit of all Lot owners.

ARTICLE 2
DECLARATION

2.1. Scope of Declaration. WRLOA hereby declares that all of Whitney Ranch, and each Lot therein, is and shall be subject to the following covenants, conditions, restrictions, easements and equitable servitudes which are for the purpose of protecting the value and desirability of, and which shall run with, Whitney Ranch. The covenants, conditions and restrictions contained in this Declaration shall:

A. Be binding upon all persons having or acquiring any right, title or interest in or to Whitney Ranch or any Lot and their successors or assigns;

B. Inure to the benefit of every portion of Whitney Ranch or any Lot or any interest therein;

C. Inure to the benefit and be binding upon WRLOA and its successors and assigns and each grantee and his/her respective successors in interest; and

D. Be enforced by WRLOA or its agent.

2.2. Commercial Property. Lot 1, Block 2 of Whitney Ranch is zoned for commercial use. The owner of said lot shall be permitted to develop on said Lot 1, Block 2 a community recreation center for use by him, his successors, purchasers, guests, tenants, invitees, residing on or temporarily visiting said Lot, notwithstanding any term, covenant, condition or restriction in this Declaration to the contrary.

2.3. Other Restrictions. The covenants, conditions and restrictions contained in this Declaration are IN ADDITION TO any other land use restrictions, zoning ordinance, laws, rules and decisions of other governmental authorities, including judicial authorities. This Declaration does not supersede or replace any such land use restrictions which are in force and must be satisfied independent of this Declaration.

ARTICLE 3 DEFINITIONS

Unless the context requires otherwise, the following words and phrases, when used in these Restrictions, shall have the meanings hereinafter specified.

3.1. ACCESSORY DWELLING shall mean a dwelling not exceeding Sixteen hundred Square Feet (1600 sq.ft.) in Net Floor Area located in an Outbuilding or a Barn for use by domestic help or occasional guests.

3.2. AGRICULTURAL shall mean the harvesting of crops and timber. It shall also mean feeding, breeding, management and sale of livestock and any other agricultural or horticultural use.

3.3. ARTICLES shall mean the Articles of Incorporation of the Association which have been or shall be filed in the office of the Secretary of the State of Idaho, as amended from time to time.

3.4. ASSESSMENTS shall mean those payments required by the Whitney Ranch Lot Owners Association, Inc., including regular and special assessments as further defined in this Declaration.

3.5. ASSOCIATION shall mean the Whitney Ranch Lot Owners Association, Inc., (WRLOA) the non-profit Idaho corporation described in this Declaration, its successors and assigns.

3.6. ASSOCIATION EASEMENTS shall mean, collectively, all roads shown on the recorded plats of Whitney Ranch Subdivision #1 and Whitney Ranch Subdivision #2 and all easements granted to Owners and the Association for the benefit of its members by this Declaration and in recorded conveyances or established by the Board over the Common Area and Greenbelt for use by the Members.

3.7. ASSOCIATION RULES shall mean the rules and regulations of the Association as amended from time to time.

3.8. BARN shall mean an Outbuilding for the storage of vehicles, farm equipment, feed and the housing of farm animals. In addition, an Accessory Dwelling may be located within a Barn.

3.9. BASEMENT shall mean a building floor below natural grade by an average of at least 4 feet on 3 or more sides.

3.10. BENEFICIARY shall mean a mortgagee under a mortgage or a beneficiary or holder under a deed of trust, which mortgage or deed of trust encumbers parcels of real property within Whitney Ranch.

3.11. BOARD shall mean the Board of Directors of the Whitney Ranch Lot Owners Association, Inc.

3.12. BUILDING FOOTPRINT shall mean that area of a Lot covered by any part of a building, including porches, decks and overhangs.

3.13. BYLAWS shall mean the Bylaws of the Association which have been or shall be adopted by the Board as such Bylaws may be amended from time to time.

3.14. COMMON shall mean available for use by all Owners and their guests, and by the invitees, licensees and lessee(s) of any Owner.

3.15. COMMON AREA or GREENBELT shall mean Lots 10 and 11 of Block 1, Lot 4 of Block 2, Lots 1, 15, 21 and 25 of Block 3, and Lot 1 of Block 4 together with any other areas designated in the Regulating Plan as Greenbelt and/or Common Area.

3.16. DECLARANT shall mean WILLIAM D. FAIRFIELD, Trustee of the Decedent's Trust of the Johnson-Roehler Family Trust dated October 31, 1980 as amended October 2, 1981, and Trustee of the Survivor's Trust of the Johnson-Roehler Family Trust dated October 31, 1980 as amended October 2, 1981, or any person, persons, entity or entities to whom the rights of the Declarant under this Declaration are specifically transferred by the Declarant.

3.17. DECLARATION shall mean this instrument as it may be amended and supplemented from time to time.

3.18. DEED OF TRUST shall mean a mortgage or a Deed of Trust, as the case may be.

3.19. DESIGN REVIEW COMMITTEE RULES or RULES shall mean the rules adopted by the Design Review Committee ("DRC") pursuant hereto recorded _____ (date) as Instrument No. _____ (number), and incorporated herein by reference. Said Rules may be modified from time to time by the Board.

3.20. HEIGHT shall mean the limit to the vertical extent of a building, fence or other Improvement that is measured in feet relative to the natural grade of the Lot. Height limits, do not

apply to chimneys, lightning rods and weather vanes which may be of any height approved by the Design Review Committee.

3.21. HOMESITE shall mean that portion of each Lot as shown on the Regulating Plan within which the house and up to three (3) Outbuildings must be located. A Homesite shall have no more than one (1) House and one (1) Accessory Dwelling.

3.22. HOUSE shall mean a single family residential structure designed to accommodate no more than a single family, domestic help and occasional guests.

3.23. IMPROVEMENT shall mean all things constructed upon, above, or below the property and appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, barns, garages, carports, roads, driveways, parking areas, fences, corrals, walls, stairs, decks, landscaping, windbreaks, poles, signs, site grading, underground utilities, timber removal, irrigation devices, drainfields, antennae, sport courts, satellite dishes, or equipment, whether temporary or permanent, fixed or removable. Improvement shall also mean any alteration, excavation or fill for any purpose to any Lot, vegetation, diversion dam, stream, spring, seep, ditch, fill, water well, pond or other device.

3.24. INDEPENDENT BUILDING shall mean a building having no interior passage to an adjacent building.

3.25. LOT shall mean each of Lots 1 through 17 of Block 1, 1 through 5 of Block 2, 1 through 25 of Block 3, and Lots 1 and 2 of Block 4, including 8 common area lots, to wit, Lots 10 and 11 of Block 1, Lot 4 of Block 2, Lots 1, 15, 21 and 25 of Block 3, and Lot 1 of Block 4.

3.26. MEMBER shall mean any person who is a member of the Association as described in section 6.2 of the Declaration.

3.27. MORTGAGE shall mean any mortgage or deed of trust or other conveyance or hypothecation of a Lot to secure the performance of an obligation which will be void and re-conveyed upon the completion of such performance.

3.28. NATURAL GRADE shall mean the natural elevation at a point on a Lot existing prior to any site preparation or improvement.

3.29. NET FLOOR AREA shall mean the enclosed area of a House or Outbuilding, excluding garage storage, unglazed porches, colonnades and balconies.

3.30. OUTBUILDING shall mean an Independent Building within the Homesite at a location approved by the Design Review Committee.

3.31. OWNER shall mean the person or persons or other legal entity or entities, holding a fee simple interest in a Lot or, as the case may be, the purchaser of a Lot under an executory contract of sale (but excluding those having such interest merely as security for the performance of an obligation). For the purposes of Articles 4 and 5 only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees, and lessees of any Owner. Notwithstanding anything in this section to the contrary, the Association as owner of Big Creek Road, Thrush Creek

Road, Elk Ridge Road, Elk Crest Court, the Common Area and Greenbelt shall not be deemed an "Owner" for the purposes of the Declaration.

3.32. PERSON shall mean an individual or any other entity with the legal right to hold title to real property.

3.33. RESTRICTIONS shall mean this Declaration, as said Declaration may be amended from time to time, and the Rules, as hereafter defined, from time to time in effect.

3.34. REGULATING PLAN shall mean the Regulating Plan attached hereto as Exhibit "B".

3.35. RULES shall mean the requirements and restrictions as from time to time enacted by the Board of Directors and communicated to the Owners.

3.36. VARIANCE shall mean a deviation from the Covenants, Conditions and Restrictions or the Design Review Committee Rules.

3.37. WHITNEY RANCH LOT OWNERS ASSOCIATION, INC. shall mean the Whitney Ranch Lot Owners Association, ("WRLOA"), the non-profit Idaho corporation described in this Declaration, its successors and assigns.

ARTICLE 4 GENERAL AND SPECIFIC RESTRICTIONS

Except upon prior written approval of the Board of Directors, Whitney Ranch shall be held, used and enjoyed subject to the following limitations and restrictions:

4.1. Design Review Committee. There shall be no excavation or alteration of any Lot, no action to construct, place or erect any Improvement or structure on any Lot (or which in any way alters the exterior appearance of any Improvement or Lot or removal of any Improvement) without the prior written approval of the Design Review Committee in accordance with this Declaration, the Exhibits to the Declaration, and the Design Review Committee Rules all of which are incorporated herein by reference as if restated in full. These requirements shall apply only to the exterior appearance of said Improvements and not the interior thereof.

4.2. Insurance Rates. Nothing shall be done or kept on any Lot or Whitney Ranch which shall increase the rate or result in the cancellation of insurance payable by any Owner or the Association, or which would be in violation of any Association Rule or Adams County Regulation.

4.3. No Further Subdivision. No Lot may be further subdivided, nor may any easement or other interest therein, less than the whole, be conveyed by the Owner thereof other than for underground utilities and underground drainage facilities.

4.4. Animals. No more than 4 dogs, 4 cats, and 10 hens may be kept except with the approval of the Board, and provided that they are not kept, bred or maintained for any commercial purpose and not allowed to run at large, chase wildlife or bark excessively.

4.4.1. No pigs, roosters, goats or burrowing farm animals shall be allowed on any Lot within Whitney Ranch.

4.4.2. Owners with farm animals shall maintain pasture grasses and fence pastures as approved by the Design Review Committee. Farm animals shall not exceed 1 animal per 5 acres owned unless approved by the Board; provided that Block 1, Lots 1 and 2 may have 1 farm animal per acre. Farm animals include, but are not limited to, horses, cattle, llamas, sheep, deer, elk, etc. No farm animals shall be allowed on any Lot unless contained by fencing.

4.5. Nuisances. No rubbish or debris of any kind, except for "slash" piles created from time to time which shall be burned annually, shall be placed or permitted to accumulate within Whitney Ranch so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or its occupants. No noise, including, but not limited to, noise created by people, animals, equipment, electronic device, audio receiver, television, stereo, musical instrument and/or machinery, or any other audible nuisance, shall be permitted which is offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Construction that will result in noise shall be limited to daylight hours.

4.6. Maintenance of Improvements. No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof. Any maintenance and/or repair of any Improvement shall not alter the appearance, color, or finish of said Improvement without prior review and approval of the Design Review Committee.

4.7. Disrepair. If any Owner permits any Improvement for which he is responsible to maintain to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon 15 days prior written notice to such Owner, may correct such condition and enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall create a lien in the same manner as other assessments, as set forth in this Declaration. Such Owner shall be personally liable, and his property may be subject to a mechanic's or other lien, for all costs and expenses incurred by the Association in taking such corrective actions, plus all costs incurred in collecting the amounts due. Each such Owner shall pay all amounts due for such work within 10 days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to amounts payable by such Owner as a regular Assessment.

4.8. Watercourses, Irrigation Ditches and Drainage. All watercourses, irrigation ditches and drainage shall be managed in the best interest of the Association. There shall be no alteration, improvement, or interference with any established watercourse, irrigation ditch or drainage pattern over any Lot within Whitney Ranch unless approved in writing by the Board. Any alteration, improvement, or interference with any watercourse, ditch, or drainage shall also comply with applicable local, state and federal regulations. For purposes of this Declaration, "alterations" shall mean to obstruct, diminish, fill, pond, dredge, destroy, alter, modify, relocate or change. "Watercourses" (either natural or made) shall include streams with active flow greater than six (6) months each year, wetlands, lakes and ponds, springs, seeps, dry washes and any associated culverts, ditch or water control structures. "Irrigation ditches" shall include any ditch, canal and any associated culvert or water control structure used to convey water for irrigation purposes. "Established" is defined as the watercourse, ditch or drainage which exists at the time of the grading

of the Lot, or as shown on any plans approved by the Design Review Committee or the Regulating Plan of Whitney Ranch.

Any alteration of vegetation within 75 feet of all watercourses, as measured from the mean high water mark, must have prior written approval of the Board of Directors.

No watercraft of any kind (boat, board, tubes or rafts, etc.) capable of carrying a person or child shall be allowed in or on any watercourse, ditch or drainage within the Common lots or Greenbelt. New watercourses may be developed on individual Lots, provided that a valid water right exists, and the watercourse does not interfere with downstream uses. All plans must be approved by the Board of Directors and applicable governmental agencies.

4.9. Greenbelt/Common Areas. The Greenbelt/Common Areas as shown on the Regulating Plan shall be established to protect all watercourses, safeguard the Association's water rights, enhance the environmental and recreational value of Lots, and to provide for wildlife, watercourse activities and non-motorized trails for Lot Owners and guests. The greenbelt shall be managed by the Association, and no alterations within said areas shall be allowed unless approved by the Board of Directors of WRLOA.

4.10. Sewage and Water Supply Facilities. All residential structures on any Lot shall be provided, at the Owner's expense, with a water well(s) and adequate sewage treatment facilities, including septic tank and drainfield. Individual sewage and water systems shall be permitted on any Lot, provided such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Design Review Committee and, is approved by the Adams County Health District and all other applicable governmental authorities. Individual Lots may require additional sewage treatment facilities based on soil types and hydrology conditions, the determination of which shall be the responsibility of the Lot Owner. All such facilities shall be adequately maintained so as to cause no offensive odors or aboveground discharge. At such time as a sewer line for a sewer treatment facility or spreading field is available for hookup to structures on the Lots, and the Board shall so determine, all Lots shall cease utilizing septic tanks and drain fields and shall utilize such sewer treatment facility or spreading field.

4.11. Fire Protection. The Regulating Plan requires the Declarant to install and maintain one fire pond within Whitney Ranch capable of holding no less than 30,000 gallons of water, together with one dry fire hydrant, all of which is for fire protection for Whitney Ranch. This pond is located at Lot 5, Block 2. Adams County Fire and Building Codes may require a Lot Owner to install additional fire protection measures on said Owner's Lot or within the Improvements on said Lot.

4.12. No Hazardous or Offensive Activities. No activities shall be conducted on Whitney Ranch and no Improvements constructed on any Lot which might be unsafe or hazardous to any person or property. No firearms shall be discharged within Whitney Ranch. No hunting shall be allowed at any time. No open fires shall be lighted or permitted on any portion of any Lot, except those controlled and attended fires required for clearing or maintenance of land or those within a contained and safe area for cooking and recreational purposes. No campfire or slash pile fire shall be lighted when state or federal agencies have declared a fire restriction for central Idaho. Chainsaws, off-road use of motorized vehicles and other mechanical devices that increase the risk of fire shall not be used when a fire restriction has been declared for central Idaho.

4.13. Unsightly Articles. No unsightly articles shall be visible from any Lot. Without limiting the generality of the foregoing, propane tanks, trailers, motor homes, trucks (other than pickups), boats, tractors, vehicles (other than automobiles), campers (on or off a vehicle), snowmobiles, snow removal equipment, garden or maintenance equipment, camping and recreational equipment, dilapidated or unrepaired vehicles and similar equipment shall be kept screened from view at all times except during active use. All vehicles must be operational and must have current licenses.

Refuse, garbage and trash shall be kept in a covered container and appropriately screened from view at all times. No lumber, grass, shrub or tree clippings (except for slash piles as described in Section 4.5), compost piles or plant waste, metals, bulk materials, unused building material, or refuse or trash or other materials shall be kept, stored or allowed to accumulate on any Lot unless appropriately screened from view. Firewood shall be stored in a neat and orderly fashion.

4.14. Temporary structures. No temporary structure or temporary Improvement shall be placed upon any Lot. However, a well built temporary structure or trailer will be permitted to be used during construction of Improvement(s) on a Lot, provided it is located on the Lot on which construction of Improvement(s) is occurring, and it shall be removed within 14 days of substantial completion of the Improvement, but in no event shall any temporary structure or trailer remain on any Lot for more than 1 year from commencement of construction of the Improvement(s).

4.15. No Mining or Drilling. Except as provided in paragraph 4.10, no property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, except that the Association may, by appropriate permit, grant, license or easement, allow the drilling of wells for the extraction of water for domestic use and gardening and landscape irrigation if such use is in accordance with applicable governmental authorities.

4.16. Non-Motorized Trails. All trails are designated as non-motorized and are for Owners and their guests, and the invitees, licensees and lessee(s) of any Owner. All users shall remain on or immediately adjacent to the designated trail. Greenbelts without trail designation are limited to pedestrian and equestrian access, except for Common Area and/or Greenbelt maintenance activities and wildlife management.

4.17. Vehicles. The use of all on and off-road vehicles, including, but not limited to, trucks, automobiles, motorcycles, snowmobiles, ATV's, "dirt bikes" and other "off-road" type motorized recreational vehicles shall be confined to designated roadways only. The Association may use motorized vehicles on non-motorized roads and trails for the installation of improvements, repairs and maintenance of such non-motorized road and trails. Ingress and egress to adjacent lands shall be allowed only through existing private roads. The Board shall have the right to adopt further rules and regulations concerning the use of on and off-road vehicles on Whitney Ranch.

Unless otherwise posted, the speed limit on all Association roads is 25 miles per hour. The Board may, from time to time, establish additional rules concerning the use of Association roads, including the posting of signs and street name signs.

The Idaho Vehicle Code shall apply on all Association roads.

4.18. Building Footprints. Building Footprint (s) of the House and up to 3 outbuildings shall be wholly contained within the Homesite of each Lot as designated on the Regulating Plan, unless approved by the Board.

4.19. Landscaping. Within 180 days after substantial completion of an Owner's residence (unless such time is extended by the Design Review committee), such Owner shall install the landscaping as provided for in the Landscape Plan as approved by the Design Review Committee or shall restore all areas disturbed by construction to their pre-existing condition and shall thereafter maintain the landscaping in a well maintained condition. Landscaping is limited to the Homesite. All areas outside the Homesite disturbed during construction shall be re-established with native vegetation. Sod will be allowed only in the Homesite. Pastures shall be planted and maintained with native grasses.

Every Owner, whether or not his Lot contains any Improvements, shall take all action necessary to restrict the growth of, and to remove, noxious weeds and grasses in accordance with all applicable local, state and federal requirements. Whenever practical, weed control actions shall not be chemically dependent, but shall utilize plantings and other means of control. The control and maintenance of noxious weeds using chemical control methods shall be in accordance with United States EPA label restrictions.

The Board may adopt additional rules regulating landscaping, including maintenance. If any Owner shall fail to install and maintain landscaping in conformance with these rules or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition, or shall fail to remove noxious weeds and grasses as required above, the Board, upon 30 days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall create a lien enforceable in the same manner as other Assessments, as set forth in this Declaration.

4.20. Construction Debris. No Owner shall allow any person or persons constructing Improvements upon his Lot (or providing similar services) to deposit rubbish or debris of any kind or to allow litter to accumulate. See DRC Contractor Guidelines.

4.21. Violation of Property Restrictions. There shall be no violation of the Association Rules or the Design Review Committee Rules. If any Owner, his family, or any licensee, lessee or invitee is in violation thereof, the Board may, in addition to any other legal remedies it may have, impose a special assessment upon such person(s) of not more than One Hundred Dollars (\$100.00) per day for each violation and/or may suspend the right of such person(s) to use the Association Easements, under such condition as the Board may specify, for a period not to exceed 1 year for each violation. Before invoking any such assessment or suspension, the Board shall give such person reasonable written notice of the violation and a reasonable opportunity to cure the violation and/or to be heard regarding the violation, and/or any assessment or suspension of rights. Any assessment imposed which remains unpaid for a period of 10 days or more, shall become a lien upon the Owner's Lot and the Improvements thereon.

4.22. Existing Vegetation/Utility Installation. "Vegetation" shall mean trees, shrubs and grasses of all types, whether natural or planted, and whether maintained by the Owner or the Association. No existing native vegetation shall be over-irrigated to the extent that it is damaged or dies. There shall be no planting, cultivation or disturbance of vegetation located within the

"Greenbelt". Any alteration of vegetation within 75 feet of all watercourses, as measured from the mean high water mark, must have prior written approval of the Design Review Committee or Board of Directors. No grass shall be mowed or otherwise disturbed within 75 feet of the edge of any watercourse. To minimize impacts to existing vegetation, all utilities, Improvements, hookups, wires, pipes, conduit, lines, cables and the like shall follow the designated driveway to the Homesite, even if the distance is longer, unless otherwise approved by the Board or required by utility companies.

4.23. Existing Wildlife Management. Whitney Ranch will be managed to promote wildlife. The goal will be to maintain and enhance wildlife populations through a variety of management techniques including: restoration, establishment and maintenance of native vegetation, natural drainage of water and grass meadows; controls on dogs and/or other, animals to prohibit wildlife harassment, greenbelt restrictions during certain times of the year to reduce human interference, restrictions on artificial feeding programs, bans on hunting, and controls on the installation of fencing.

4.24. Timber and Existing Vegetation Removal. Except for dead or diseased trees, commercial timber removal shall not be allowed. Existing vegetation removal and selected timber removal on individual Lots shall be allowed with approval of the DRC. Plans for timber and existing vegetation removal for building construction, driveway corridors, fire control and view corridors must be submitted for review and approved by the DRC prior to any removal activity and shall comply with landscaping and revegetation requirements.

ARTICLE 5 PERMITTED USES AND IMPROVEMENTS

5.1. Permitted Uses. All of the Lots in Whitney Ranch except the Greenbelt, the Common Area lots, and Lot 1, Block 2 shall be improved and used solely for residential and agricultural use as approved by the Board and the governmental agencies with jurisdiction over Whitney Ranch.

5.2. Improvements. All Improvements of any kind shall require written approval of the Design Review Committee (DRC) in accordance with the terms hereof and the Design Review Committee Rules. If the House is not the initial Improvement, any other Improvement(s) is subject to the approval of the DRC.

5.2.1. The House and up to three outbuildings may be constructed within the Homesite. Additionally, garden walls, fences and landscaping may be constructed within the Homesite.

5.2.2. The Net Floor Area of a House shall not be less than Two Thousand Square Feet (2000 sq. ft.). One Accessory Dwelling, not to exceed Sixteen Hundred Square feet (1600 sq. ft.) of Net Floor Area, may be located in an Outbuilding or a Barn.

5.2.3. Improvements outside the Homesite are limited to private roads, fences, garden walls, gates, and native plant species planted in a natural manner and other improvements as approved by the DRC.

5.2.4. Private roads and all utilities upon any Lot for the transmission of utilities, telephone service, audio/visual reception, all fuel oil tanks and all pipes for water, gas, sewer, drainage, or other utility purposes shall be installed and maintained along the private driveways when possible and the Homesite below the surface of the ground or screened from view.

5.2.5. Sports courts. No tennis, squash, paddle tennis, basketball or other sports area or structure shall be illuminated by artificial light.

5.2.6. Certain Lots may benefit from the further development of view corridors by the selective removal of trees. Prior to tree removal, an on-site review by the DRC shall be performed to determine the impact of corridor construction on the privacy to neighboring Lots, extent of timber removal planned, erosion potential to soils, revegetation needs and the effect on wildlife habitat.

5.2.7. Construction of each Improvement on any Lot shall be pursued diligently and continuously from time of commencement thereof until the exterior of each structure is fully completed, each of which shall be completed within 12 months of commencement of construction unless prevented by cause beyond the control of Owner or builder, and then only for the period such cause continues.

5.2.8. No House shall be used for any purpose other than as a single family residence. No automobile garage shall be used as living quarters at any time. An Accessory Dwelling may be adjacent to, above, or part of an automobile garage or Barn. No business, profession, trade or other non-residential use that requires the visitation of clients, customers and/or outside storage of materials and supplies for use in a trade or business shall be conducted on any Lot, except as approved by the Board. Nothing in this Declaration shall prevent or prohibit agricultural trade or business as approved by the Board. Nothing in this Declaration shall prevent the rental of property by the Owner for residential purposes and/or agricultural purposes: provided that all buildings and improvements must be rented as one unit to the renting party (i.e., the buildings may not be rented separately). No Accessory Dwelling may be rented separately from the House.

5.3. Driveways. All driveways and parking areas constructed on the Lots by individual Owners shall be constructed of gravel, decomposed granite, concrete, brick pavers or asphalt paving, or such other material as approved by the Design Review Committee and shall be located within driveway locations approved by the DRC, and the Homesite. In all events, all such driveways shall be constructed to meet minimum county standards. All such driveways shall be at grade, or where required to exceed grade, shall be culverted to allow free flow of water as shown in Exhibit "B" of the Design Review Committee Rules. In the event any adjoining Owners enter into an agreement to share driveways over any Lot owned by such Owners, said Owners shall enter into a maintenance agreement setting out their respective rights and duties.

ARTICLE 6 WHITNEY RANCH LOT OWNERS ASSOCIATION, INC.

6.1. Association. The Association is a non-profit Idaho corporation charged with the duties and vested with the powers prescribed by law and as set forth in its Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.2. Membership.

6.2.1. Qualifications. Each Owner (including Declarant), by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a member of the Association. Each Lot shall have one membership, and joint Owners of a Lot shall share that membership.

6.2.2. Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to said Lot and shall not be severed, transferred, pledged or alienated in any way, except in conjunction with the transfer of legal and equitable title to said Lot, and then only to the transferee of such title. Any attempt to make a prohibited transfer shall be void. Any transfer of legal and equitable title to said Lot shall operate automatically to transfer said membership to the new Owner thereof.

6.3. Voting.

6.3.1. Number of Votes. The Association shall have two classes of voting membership:

Class A: Class A members shall consist of all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. Declarant shall become a Class A member with regard to Lots owned by Declarant upon the conversion of Declarant's Class B membership to Class A membership as provided below. The Owner of each Lot may, by notice to the Association and signed proxy, designate a person (who need not be an owner) to exercise the vote for such Lot. Said proxy shall be revocable by the Owner at any time by notice to the Association. Such proxy may be granted or revoked by the guardian, by the parent entitled to his custody, or during the administration of an Owner's estate, by his personal representative or administrator where the deceased Owner's interest in said property is subject to estate administration.

Class B: The class B member shall be Declarant. Upon the first sale of a Lot to a Owner, Declarant shall thereupon be entitled to three (3) votes for each Lot owned by Declarant. Class B membership shall cease to be converted to Class A membership on the happening of the first of the following events:

(1.) When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or (2) Ten (10) years from the transfer of legal and equitable title by Declarant of the first Lot to an Owner.

6.3.2. Joint Owner Disputes. The vote for each such Lot shall, if at all, be one, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he/she/they are acting with the authority and consent of all other Owners of the same Lot.

6.3.3. Meetings of Owners. There shall be a meeting of the owners on the 15th of June each year at 6:00 o'clock p.m. at the office of the Association (i.e. currently the Whitney Ranch Meadows, Idaho, or at such other place within Adams County or Valley County, Idaho, or time (not more than 30 days before or after such date) as may be designated by notice of the Board given to the Owners by depositing the same in the United States mail, postage prepaid, not less than 7 nor more than 60 days prior to the date fixed for said meeting. A special meeting of the owners may be called at any reasonable time and place within Adams County or Valley County, Idaho by notice of

the Board or by the Owners having 20% of the total votes and delivered to all other Owners not less than 15 days prior to the date fixed for said meeting. The presence at any meeting, in person or by proxy, of the Owners entitled to vote at least a majority of the total votes shall constitute a quorum.

The president of the Association (or the vice president, in his absence) shall act as chairman of all meetings of the Owners, and the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings. Members of the Board shall be elected by non-cumulative voting. At each annual meeting, the Board shall present a written accounting of the funds received by the Association, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each Owner. Within 10 days after the date set for each annual meeting or as soon thereof as practical, the assessment statement shall be delivered to all Owners.

6.4. Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws of the Association, as the same may be amended from time to time.

6.5. Powers and Duties of the Association.

6.5.1. Powers. The Association shall have all the powers of a non-profit corporation organized under the general nonprofit corporation laws of the state of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration and exhibits to this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration and exhibits thereto, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of Whitney Ranch and the performance of the other responsibilities herein assigned, including, without limitation:

(1) Assessments. The power to levy Assessments on the Owners of Lots and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

(2) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise.

(3) Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of Association Easements. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the person to whom the authority was delegated of any such duty or power so delegated.

(4) Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable (the Association Rules). The Association Rules shall govern the use of Association Easements, including, but not limited to the private roads by the Owners, by the families of the Owners, or by an invitee, licensee, lessee or contract purchaser of an Owner; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the

Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed, e-mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association Rules and any other provision of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

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

(6) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under any non-exclusive Association Easement as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of the health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

(a) Underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

(b) Common sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

(c) Any similar public or quasi-public improvements or facilities.

(7) Legal and Accounting Services. The power to retain and pay for legal and accounting services necessary or proper for the operation of the Association, enforcement of the Restrictions and the Association Rules, or performance of any other duties or rights of the Association.

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

(1) Operation Maintenance of Association Easements. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of Greenbelt, Common Area and Association Easements, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by easement or otherwise by the Association. The Board, on behalf of the Association, may contract for the operation, management and maintenance of Association Easements. The Association shall also take such actions and arrange for such maintenance as may be necessary or desirable for the upkeep of landscape, watercourses, roads and all other easements.

(2) Water Rights and Other Utilities. The existing riparian and/or unadjudicated and/or adjudicated water rights appurtenant to this property, except those riparian

and/or unadjudicated and/or adjudicated water rights appurtenant to Lots 1, 2 and 3 of Block 1, and Lots 1, 2, 3 and 5 of Block 2 Phase 1 will be transferred from the Declarant to the Lot Owners Association prior to the conveyance of any Lot by Declarant: said rights to be allocated to instream uses for aesthetics, fisheries, wildlife and irrigation. The Association will acquire, provide and/or pay for water, electrical and other necessary services for the Association Easements owned and managed by it.

(3) Taxes. To pay all real property taxes and assessments which are or could become a lien on any property owned by the Association.

(4) Insurance. Unless otherwise determined by the Board, the Association shall obtain from reputable insurance companies authorized to do business in the state of Idaho and maintain in effect the following policies of insurance:

(a) Fire insurance including those risks embraced by coverage of the type now known as "all risk" or special extended coverage endorsement on a blanket, agreed-amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Association Easements managed by it.

(b) Comprehensive public liability insurance insuring the Board, the Association, and the individual Owners and agents and employees of each of the foregoing against any liability incident to the use of the Association Easements managed by it. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and property damage.

(c) Full coverage directors and officers' liability insurance with a limit of Two Hundred Fifty Thousand Dollars (\$250,000).

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

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

(f) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

(5) Rule Making. Make, establish, promulgate, amend and repeal the Association rules.

(6) Design Review Committee. Appoint and remove members of the Design Review Committee, subject to the provisions of this Declaration.

(7) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

(8) Roads. To snowplow and maintain, or provide for the snowplowing and maintenance of all roads, culverts and trail systems which are the subject of Association Easements and to keep all Improvements "in good order" and repair as is necessary to maintain such easements in a neat and usable condition.

6.6. Board Rules. The Board may adopt such rules as it deems proper to enable it to properly perform its duties hereunder. A copy of said Rules, as they may from time to time be adopted, amended or repealed, may (but need not) be mailed, e-mailed or otherwise delivered to each Owner of record at Adams County or Owner's agent or designee. Upon such mailing, delivery or recording, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

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

6.8. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies shall be distributed to each Owner of the Association as follows:

6.8.1. Effective July 2006 an operating budget for the twelve month period July through June shall be distributed together with the ballots for the vote for Directors prior to the Annual Meeting.

6.8.2. Within 60 days after the close of each fiscal year, the Association or its agent shall cause to be prepared and delivered to each Owner a balance sheet as of the last day of the Association's fiscal year, and an annual operating statement reflecting the income and expenditures of the Association for its fiscal year.

6.9. Amendment. The provisions of section 6.1, 6.2 and 6.3 hereof may only be amended with the unanimous vote or written consent of all the Owners entitled to vote.

ARTICLE 7 ASSESSMENTS

7.1. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular and Special Assessments or charges made by the Association. Such Assessments, together with interest, costs and reasonable attorney's fees which may be incurred in collecting same, shall be a charge on the land and shall be a continuing lien upon Whitney Ranch against which each such Assessment is made. Each such Assessment,

together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment is due. The personal obligation for delinquent Assessments shall not pass from the Owner to his successor in title unless expressly assumed by them.

7.2. Regular Assessments. Not less than 30 days, nor more than 60 days, after the Annual Meeting, the Board shall request payment of the Regular Assessment from all Lot owners. The current amount of the Regular Assessment is \$300.00 for an unimproved lot and \$480.00 for an improved lot. For purposes of determining the assessment, an improved lot is one that has commenced foundation work as of June 30 of that year. The current storage shed rental per unit is \$240.00 per year. Payment of Regular Assessment is due in full to the Association 30 days after receipt of the Assessment notice. The Board may, from time to time in its sole discretion, increase or decrease the amounts of the Regular Assessments for improved and unimproved Lots. Regular Assessments shall include an amount allocated to an adequate reserve fund which is to be established for maintenance, repairs and replacement of the Common Area and Greenbelt Lots and the Association Easements. The Regular Assessment shall be paid by each Owner of a Lot as provided in section 7.5.

7.3. Special Assessments.

7.3.1. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will become inadequate to meet the expenses of such Association for any reason, including, but not limited to, costs of maintenance and unexpected repairs upon the Association Easements, the Board shall determine the approximate amount necessary to defray such expenses and levy a special Assessment. The Board may, at its discretion, pro-rate such Special Assessment over the remaining months of the calendar year or levy such Assessments immediately against each Lot.

7.3.2. Every Special Assessment shall be levied upon the same basis as that prescribed for the levying of Regular Assessments.

7.4. Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments must be fixed at a uniform rate for all Owners.

7.5. Assessment Period. The Regular Assessment period shall commence on July 1 of each year and terminate on June 30. The assessment is due in full 30 days after receipt of the notice.

7.6. Notice and Assessment Due Date. Written notice of Assessment will be mailed or e-mailed to the Owner of every Lot subject thereto. The Regular Assessment or Special Assessment shall become delinquent if not paid in full within 30 days after the levy thereof. There shall accrue with each delinquent payment of Regular Assessment and Special Assessment a late charge of Twenty-five Dollars (\$25.00), together with interest at the lesser of 10% or the maximum rate permitted by law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same to foreclose the lien against said Owner's Lot as provided in this Declaration. Each Owner is personally liable for said Assessments, and no Owner of any Lot may exempt himself from liability for his contribution by a waiver of the use or enjoyment of any of the Association Easements or by abandonment of his Lot.

7.7. Estoppel certificate. The Association, upon not less than 20 days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not, to the knowledge of such Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagees of said Owner's Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had actual knowledge.

7.8. Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, e-mail or written notice of any meeting called for the purpose of either levying a Special Assessment pursuant to this Article, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment pursuant to this Article, shall be sent to all Owners of such Association not less than 30 days, nor more than 60 days, in advance of the meeting. Owners (or their proxies) of Lots totaling 60% of the total voting power of such Association shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be Owners (or their proxies) of Lots totaling 50% of the total voting power of the Association. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE 8 ENFORCEMENT OF ASSESSMENTS: LIENS

8.1. Right to Enforce. The right to collect and enforce the Assessments made by the Association is vested in the Association. Each Owner of a Lot, upon becoming an Owner of such Lot, is and shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees or any other relief or remedy obtained against said Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay the Assessments provided for in this Declaration by commencement and maintenance of a suit, at law or in equity, or such Board may exercise the power of sale pursuant hereto to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.2. Assessment Lien.

8.2.1. Creation. There is hereby created a claim of lien with power of sale in favor of the Association on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in Whitney Ranch pursuant to this Declaration, together with interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on said Lot(s) upon recording a claim of lien with the County Recorder. Said lien shall be prior and superior to all other liens or claims created subsequent to the recording of the notice of delinquency and claim of lien, except for tax liens for real property

taxes on any Lot and any assessment on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior.

8.2.2. Claim of Lien. Upon default of any Owner in the payment of any Regular or Special Assessment required hereunder, the Association may cause to be recorded in the Office of the County Recorder in Adams County a claim of lien. Said claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same has been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith, or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and relief of such delinquent sums and charges. The Association may demand and receive the cost of recording such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon such notice of satisfaction and relief as conclusive evidence of the full satisfaction of the sums paid in the notice of delinquent sums.

8.3. Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by exercise of the power of sale by the Association, its attorney or other person authorized to make the sale, such sale to be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint as its attorney any officer or Director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale foreclosure.

8.4. Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially by power of sale or otherwise, until the expiration of 30 days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot described in such notice of delinquency and claim of lien, and a copy of the Assessment is recorded in the Office of the County Recorder of Adams County.

8.5. Subordination to Certain Trust Deeds. The lien for the Assessment provided for herein in connection with a given Lot shall not be subordinated to the lien of any deed of trust or mortgage, except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessment(s). Except as expressly provided in this Article with respect to a first mortgagee who acquires title to a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether prior to, on or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6. Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the beneficiary under any deed of trust or mortgage upon a Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Lot shall remain subject to this Declaration as amended.

ARTICLE 9
INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1. Owner's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying, upon reasonable notice, by any Owner, at the Owner's expense, or by his duly appointed representatives, at such place as the Board shall prescribe, at any reasonable time and for a purpose reasonably related to his interest as an Owner.

ARTICLE 10
DESIGN REVIEW COMMITTEE

10.1. Members of Committee. The Design Review Committee (sometimes referred to as "DRC") shall consist of no fewer than 3 nor more than 5 members. They are appointed and removed by the Board.

10.2. Duties of DRC. No Improvement as defined in Section 3.23 in any Lot within Whitney Ranch shall be made or permitted without the prior written approval of the Design Review Committee. The Design Review Committee shall issue Rules setting forth procedures for the submission of plans for approval or additional factors which it will take into consideration in reviewing submissions and additional standards for approval. The Design Review Committee may, as the need may arise, charge reasonable fees for the review of plans.

The Design Review Committee shall have sole authority to determine the proper use, appearance, design and aesthetic quality of any proposed Improvement. The DRC pursuant to the terms of this Declaration and the DRC Rules, perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the DRC.

The Design Review Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of its intended use, aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and Whitney Ranch in general. The Design Review Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or any warranty that the Improvement is fit for any particular purpose of habitation.

The Design Review Committee shall have the authority to maintain a list of approved construction materials and to add or subtract therefrom, from time to time. The DRC may condition its approval of proposals or plans and specifications or other information prior to approving or disapproving materials submitted. The Design Review Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and/or samples of exterior material and colors and affidavits as to intended use of the proposed Improvement(s). Until receipt

by the Design Review Committee of any required plans and specifications, the Design Review Committee may postpone review of any plan submitted for approval.

Any Owner desiring DRC approval of any Improvement or other change in the existing state of any Lot shall make application in writing, together with 2 sets of all plans as required by the DRC for review. All approvals and disapprovals shall be in writing. Until receipt by the Design Review Committee of any required plans and specifications, the Design Review Committee may postpone review of any plan submitted for approval.

10.3. Meetings of the Design Review Committee. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. It may from time to time, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on its behalf, except the granting of variances. In the absence of such designation, the vote of a majority of the Design Review Committee, or the written consent of a majority of the Design Review Committee taken without a meeting, shall constitute an act of the Design Review Committee.

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

10.5. Compensation of Members. The members of the Design Review Committee may be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties. Such compensation shall be determined by the Board and shall not exceed \$25 per hour. Said maximum compensation may be increased by the vote of a majority of the votes cast by Owners voting at any general or special meeting of the Association called for that purpose.

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

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

10.6.2. Within 60 days thereafter, the Design Review Committee, or its duly authorized representative, may inspect such Improvement. If the Design Review Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing or by e-mail, of such non-compliance within such 60 day period, specifying the particulars of non-compliance, and shall require the Owner to remedy same.

10.6.3. If, upon the expiration of 30 days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Design Review Committee shall notify the Board in writing of such failure. Upon Notice and hearing, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing same. If a non-compliance exists, the Owner shall remedy or remove same within a period

of not more than 45 days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its discretion, may correct or remedy the non-complying Improvement, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid to the Association by the Owner, the Board shall levy an Assessment against such Owner for reimbursement pursuant to Section 4.21 and Article 8 hereof.

10.6.4. If the Design Review Committee fails to notify the Owner of any non-compliance within sixty (60) days after the receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

10.7. Non-liability of Design Review Committee Members. Neither the Design Review Committee nor any member thereof shall be liable to the Association or to any Owner for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Review Committee's duties hereunder, unless due to the willful misconduct or bad faith of such member.

10.8. Variances. The Design Review Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, set backs or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Approvals of such variances must be evidenced in writing and must be signed by a majority of the Design Review Committee. If such variances are granted by the DRC, no violation of the Covenants, Conditions and Restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances, the lot set-back lines or requirements imposed by any governmental or municipal authority. Approval of variances by the DRC are limited to architectural provisions.

Requests for variances of any other nature relating to a proposed Improvement must be approved in writing by the Board of Directors. Decisions regarding variance requests shall be made by the Board after due consideration of the impact of the proposed variance on all other Lot owners.

ARTICLE 11 EASEMENTS

11.1. Utility Easement. A non-exclusive easement is hereby reserved to the WRLOA over a 5-foot strip of land lying within each Lot and abutting and lying parallel with those portions of Whitney Ranch shown as Big Creek Road, Thrush Creek Road, Elk Ridge Road and Elk Crest Court. Underground electrical and telephone utilities will be installed within these Association roads pursuant to paragraph 5.2.4 of the Declaration, or within a 5 foot strip of land over each Lot that abuts any such road. The rights and duties of the Owners of the Lots within Whitney Ranch with respect to utilities shall be governed by the following:

11.1.1. Wherever utility connections, if any, are installed within Whitney Ranch, which connections or any portions thereof, lie in or upon Lots owned by other than the Owner of the

Lot served by said connections, said Owner(s) served shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have their agent enter upon the Lots within Whitney Ranch in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

11.1.2. Whenever utility connections, if any, are installed within Whitney Ranch, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service Owner's Lot.

11.2. Pest and Weed Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter portions of Lots for the purpose of pest and weed control, including the removal of diseased trees.

11.3. Watercourse Easement. The Association hereby reserves for the benefit of the Association an easement for all watercourses, irrigation ditches and drainage (or other bodies of water) and related pipes, pumps and other related equipment over, across and under all Lots and Association Easements owned by the Association to the extent reasonably required to protect the Association's water rights and to maintain and service the watercourses and irrigation system as existing on Whitney Ranch or pursuant to plans and specifications approved by the Design Review Committee.

11.4. No Construction within Easements. No Improvement shall be made within any easement without the prior written approval of the Board of Directors.

11.5. Greenbelt Easement. The Greenbelt is a corridor of land and/or water, as shown on the Regulating Plan. The Greenbelt/ Common Area(s) are held in common by the Association for the benefit of all Lot Owners. The Greenbelt contains environmentally sensitive lands including streams, wetlands, forest, and grass meadows that provide an access corridor for wildlife and Owners. Portions of the Greenbelt will provide trails for horseback riding, hiking, and non-motorized vehicles. Because the area is managed for waterfowl and wildlife habitat, it may be necessary to limit access to the Greenbelt during particular times of the year. During these times, non-motorized activities will be limited to roadway easements. Use of the Greenbelt and trails are limited to Owners and their guests and the invitees, licensees, and lessee(s) of any Owner. Use by the general public is prohibited.

11.6. Reservation of Easements. The Association expressly reserves for the benefit of the entire Whitney Ranch reciprocal easements of access, ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots and Association Easements resulting from the normal use of adjoining Lots or Association Easements, and for necessary landscape, emergency situations and other maintenance. Such easement(s) may be used by the Association and all Owners, their guests, tenants and invitees, residing on or temporarily visiting Whitney Ranch, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Association Easement.

ARTICLE 12 MISCELLANEOUS

12.1. Term. The covenants, conditions and restrictions of this 'Declaration' shall run until the year 2025 unless amended as herein provided. After such date, such covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each, unless amended or extinguished by a written instrument executed by at least two-thirds of the Owners, and such written instrument is recorded with the Adams County Recorder.

12.2. Amendment by Owners. The provisions of the Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least two-thirds of the Owners, exclusive of the Common Area Lots. Such an amendment shall be effective upon its recordation with the Adams County Recorder.

12.2.1. Rights of Beneficiary. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the Beneficiary under any recorded deed of trust or mortgage upon a lot made in good faith and for value, provided that after the foreclosure of any such deed of trust or mortgage, such Lot shall remain subject to this Declaration, as amended.

12.3. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by e-mail or by U.S. mail. Delivery made by mail shall be deemed to have been delivered 72 hours after a copy of same has been deposited in the United States Mail, postage prepaid, or by facsimile or e-mail, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or the residence of such person, if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

12.4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and preservation of Whitney Ranch in a manner designed to protect and enhance the aesthetic and economic value of Whitney Ranch. This Declaration shall be construed and governed under the laws of the State of Idaho.

12.5. Enforcement and Non-waiver.

12.5.1. Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot within Whitney Ranch shall have the right to request the Board of Directors to enforce any or all of the provisions of the Restrictions upon any Lot within Whitney Ranch.

12.5.2. Violations and Nuisance. Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance, and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by WRLOA or any Owner or Owners of Lots within Whitney Ranch.

12.5.3. Violation of Law. Any violation of any state or municipal law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Whitney Ranch is hereby declared to be a violation, of the Restrictions, and is subject to any or all of the enforcement procedures set forth in said Restrictions.

12.5.4. Remedies Cumulative. Each remedy provided by the Restrictions is cumulative and not exclusive.

12.5.4. Remedies Cumulative. Each remedy provided by the Restrictions is cumulative and not exclusive.

12.5.5. Non-waiver. The failure to enforce any of the provisions of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision, or any other provisions of said Restrictions.

12.6. Construction.

12.6.1. Restrictions Construed Together. All of the provisions of the Restrictions shall be liberally construed together to promote and effectuate the Association's goals in making this Declaration, as set forth in the preamble.

12.6.2. Restrictions Severable. Notwithstanding the provisions of section 12.6.1, each of the provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

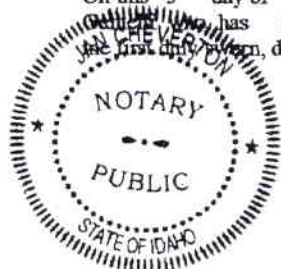
12.6.3. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural; and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

12.6.4. Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

IN WITNESS WHEREOF, the President and Board of WRLOA have executed this Declaration the day and year first above written.

Glen Gerald Penelli
March 3, 2006

STATE OF IDAHO
COUNTY OF ADAMS



On this 3 day of March, in the year of 2006, before me a Notary Public, personally appeared Glen Gerald Penelli, who has identified to me to be the person whose name is subscribed to the within instrument, and being by me duly sworn, declared that the statements therein are true and acknowledged to me they executed the same.

Term Expires
Residing at
Expires

Notary
Glen Gerald Penelli
Council, Idaho

EXHIBIT A

Parcel 1:

Lots 1 through 17, Block 1, and Lots 1 through 5, Block 2, Whitney Ranch Subdivision #1, in the County of Adams, State of Idaho, as shown on the official plat thereof on file and of record in the office of the Adams County Recorder in Council, Idaho, recorded August 9, 1994 in the Book of Plats as Instrument No. 86480.

Parcel 2:

Lots 1 through 25, Block 3, Whitney Ranch Subdivision #2, in the County of Adams, State of Idaho, as shown on the official plat thereof on file and of record in the office of the Adams County Recorder in Council, Idaho, recorded October 17, 1994 in the Book of Plats as Instrument No. 86844.

Parcel 3:

All those fifty (50) foot strips of land, together with the cul-de-sacs and/or turnarounds of varying widths at their various termini, lying within Blocks 1, 2, 3 and 4 shown as Big Creek Road, Thrush Creek Road, Elk Ridge Road and Elk Crest Court on the map of Whitney Ranch Subdivision #1, in the County of Adams, State of Idaho, as shown on the official plat thereof on file and of record in the office of the Adams County Recorder in Council, Idaho, recorded August 9, 1994 in the Book of Plats as Instrument No. 86480.

Parcel 4:

That fifty (50) foot strip of land, together with the cul-de-sac and/or turnaround of varying width at its terminus, lying within Block J, shown as Whitney Road on the map of Whitney Ranch Subdivision #2, in the county of Adams, State of Idaho, as shown on the official plat thereof on file and of record in the office of the Adams County Recorder in Council, Idaho, recorded October 17, 1994 in the Book of Plats as Instrument No. 86844.

Parcel 5:

Lots 1 and 2, Block 4, Whitney Ranch Subdivision, in the County of Adams, State of Idaho, as shown on the official amended plat to be recorded in the office of the Adams County Recorder in Council, Idaho.

Instrument # 132225

COUNCIL, ADAMS, IDAHO

4-30-2018 09:48:34 AM No. of Pages: 3

Recorded for: DENNIS BRUNS

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: COVENANTS

Fee: 16.00

**Whitney Ranch Lot Owners Association, Inc.
Amendment No. 1 to Restated and Amended Declaration of Covenants, Conditions
and Restrictions for The Whitney Ranch**

Subject to affirmative written consent by at least two-thirds of the Owners, exclusive of the Common Area Lots, Article 5, Section 5.28 of the Restated and Amended Declaration of Covenants, Conditions and Restrictions for The Whitney Ranch hereby amended as follows: (new language bolded)

Article 5 – Permitted Uses and Improvements

5.2.8. No House shall be used for any purpose other than as a single family residence. No automobile garage shall be used as living quarters at any time. An Accessory Dwelling may be adjacent to, above, or part of an automobile garage or Barn. No business, profession, trade or other non-residential use that requires the visitation of clients, customers and/or outside storage of materials and supplies for use in a trade or business shall be conducted on any Lot, except as approved by the Board. Nothing in this Declaration shall prevent or prohibit agricultural trade or business as approved by the Board. Nothing in this Declaration shall prevent the rental of property by the Owner for residential purposes and/or agricultural purposes: provided that all buildings and improvements must be rented as one unit to the renting party (i.e., the buildings may not be rented separately). **Further, short-term rentals for periods of less than two (2) months (sixty (60) days) are expressly prohibited.** No Accessory Dwelling may be rented separately from the House.

The Owner of any Lot for which rental activity is being conducted shall prior to the commencement of such rental provide current and updated contact information to the Board of both the Owner and the person(s) occupying the House as renters. Any rental that does not conform with the foregoing requirements is subject to being rendered null and void at the written election of the Board.

Pursuant to Idaho Code 55-115(3) this Amendment will not apply to any Owner who currently owns a Lot, but shall bind any future Owner of a Lot who acquires title after the effective date of this Amendment.

Any Owner who violates the provisions of this Section 5.2.8 shall be subject to the enforcement provisions set forth in Section 4.21 of this Declaration, including the imposition of fines and the recovery of attorney fees and costs incurred by the Association for enforcement.

Acknowledged by:

Glenn Gemelli
Glenn Gemelli
Vice President
(acting in lieu of President)

Steve Devejian
Secretary

STATE OF Idaho)

: SS

COUNTY OF Valley)

On this 16th day of April, in the year of 2018, before me a Notary Public in and for said State, personally appeared **Glenn Gemelli** known or identified to me to be the person(s) whose name(s) is subscribed to within the instrument and acknowledged to me that he executed the same.



Billi Hall
Notary Public
Residing at: New Meadows, ID
Commission Expires: 01/24/2019

STATE OF)
: SS

COUNTY OF)

On this _____ day of April, in the year of 2018, before me a Notary Public in and for said State, personally appeared **Steve Devejian** known or identified to me to be the person(s) whose name(s) is subscribed to within the instrument and acknowledged to me that he executed the same.

Notary Public

Acknowledged by:

Glenn Gemelli
Vice President
(acting in lieu of President)

Steve Devejian
Steve Devejian
Secretary

STATE OF Idaho)
: ss

COUNTY OF Ada)

On this 16th day of April, in the year of 2018, before me a Notary Public in and for said State, personally appeared **Glenn Gemelli** known or identified to me to be the person(s) whose name(s) is subscribed to within the instrument and acknowledged to me that he executed the same.

~~_____
Notary Public
Residing at:
Commission Expires:~~

STATE OF Idaho)
: ss

COUNTY OF Ada)

On this 16th day of April, in the year of 2018, before me a Notary Public in and for said State, personally appeared **Steve Devejian** known or identified to me to be the person(s) whose name(s) is subscribed to within the instrument and acknowledged to me that he executed the same.



Judith Shackelford
Notary Public
Residing at: Boise, ID
Commission Expires: 8/29/2018