

00208 CCR



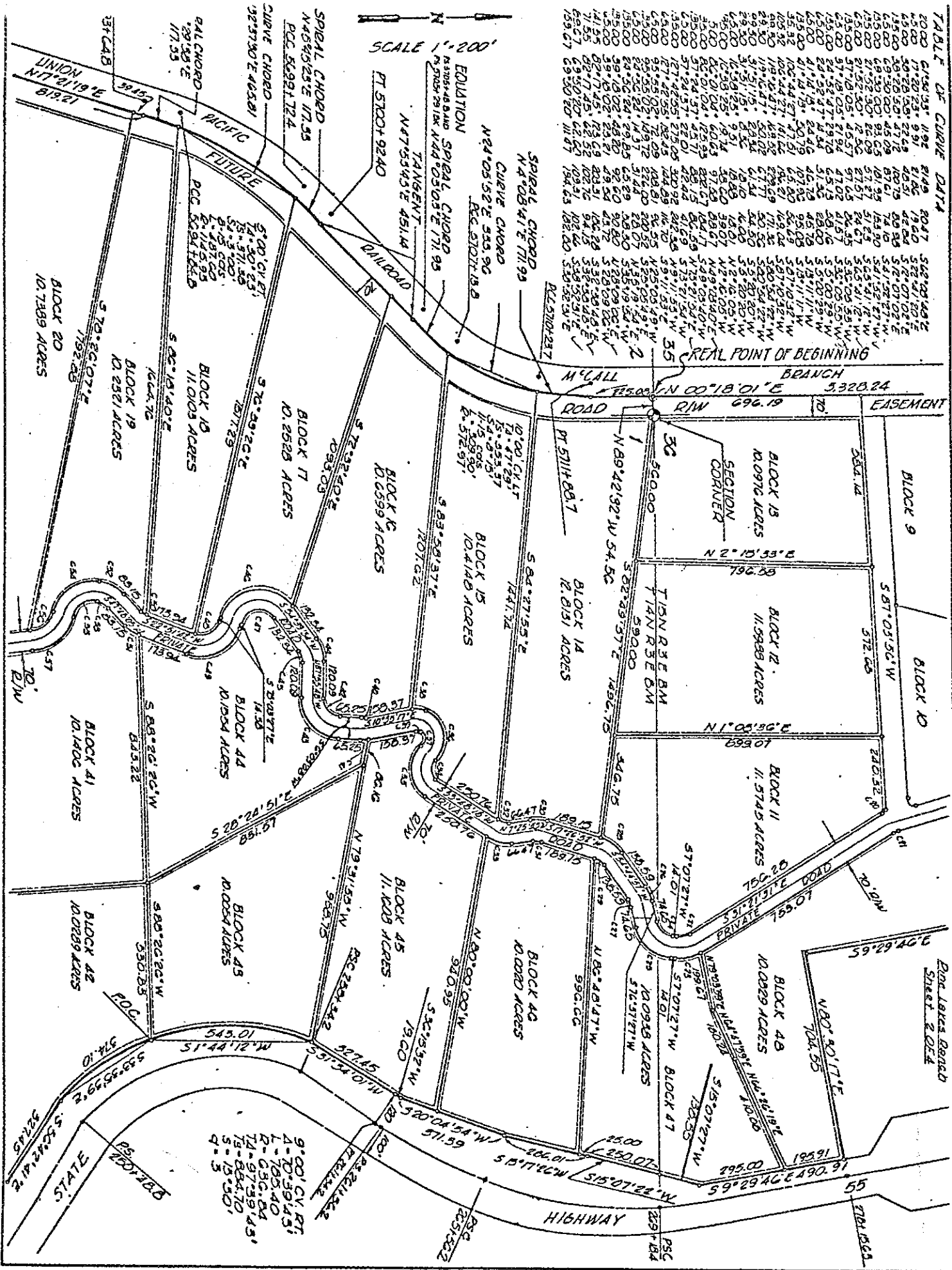
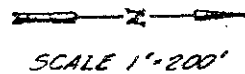
00208CCR

PINE LAKES BRANCH

Bk 5 - P. 26 - A

TABLE OF CURVE DATA

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH
2000	61°56'33"E	149.2	81°49'	528.95	242°42'12"E	149.2	81°49'	528.95
4500	17°20'23"E	9.91	81°46'	19.60	328°41'10"E	9.91	81°46'	19.60
4500	59°42'36"E	22.48	80°51'	48.84	318°01'02"E	22.48	80°51'	48.84
13500	59°42'36"E	45.16	80°51'	98.19	318°01'02"E	45.16	80°51'	98.19
42500	68°32'00"E	93.08	81°19'	184.00	312°57'52"E	93.08	81°19'	184.00
42500	68°32'00"E	186.16	81°19'	368.00	312°57'52"E	186.16	81°19'	368.00
135000	81°52'30"E	82.08	87°37'	164.16	52°54'12"W	82.08	87°37'	164.16
135000	81°52'30"E	164.16	87°37'	328.32	52°54'12"W	164.16	87°37'	328.32
425000	57°18'05"E	45.57	87°42'	91.14	53°02'58"W	45.57	87°42'	91.14
425000	57°18'05"E	91.14	87°42'	182.28	53°02'58"W	91.14	87°42'	182.28
1350000	24°52'47"E	29.78	87°42'	59.56	55°00'29"W	29.78	87°42'	59.56
1350000	24°52'47"E	59.56	87°42'	119.12	55°00'29"W	59.56	87°42'	119.12
4250000	41°14'15"E	24.44	87°42'	48.88	57°11'11"W	24.44	87°42'	48.88
4250000	41°14'15"E	48.88	87°42'	97.76	57°11'11"W	48.88	87°42'	97.76
13500000	102°44'27"E	47.01	87°42'	94.02	587°03'32"W	47.01	87°42'	94.02
13500000	102°44'27"E	94.02	87°42'	188.04	587°03'32"W	94.02	87°42'	188.04
42500000	118°16'47"E	46.51	87°42'	93.02	580°54'22"W	46.51	87°42'	93.02
42500000	118°16'47"E	93.02	87°42'	186.04	580°54'22"W	93.02	87°42'	186.04
135000000	31°51'12"E	9.91	87°42'	19.82	55°40'20"W	9.91	87°42'	19.82
135000000	31°51'12"E	19.82	87°42'	39.64	55°40'20"W	19.82	87°42'	39.64
425000000	42°18'25"E	18.14	87°42'	36.28	54°42'02"W	18.14	87°42'	36.28
425000000	42°18'25"E	36.28	87°42'	72.56	54°42'02"W	36.28	87°42'	72.56
1350000000	82°01'02"E	60.63	87°42'	121.26	54°02'40"W	60.63	87°42'	121.26
1350000000	82°01'02"E	121.26	87°42'	242.52	54°02'40"W	121.26	87°42'	242.52
4250000000	127°42'55"E	25.09	87°42'	50.18	59°11'53"W	25.09	87°42'	50.18
4250000000	127°42'55"E	50.18	87°42'	100.36	59°11'53"W	50.18	87°42'	100.36
13500000000	127°42'55"E	75.27	87°42'	150.54	59°11'53"W	75.27	87°42'	150.54
13500000000	127°42'55"E	150.54	87°42'	301.08	59°11'53"W	150.54	87°42'	301.08
42500000000	127°42'55"E	22.48	87°42'	44.96	59°11'53"W	22.48	87°42'	44.96
42500000000	127°42'55"E	44.96	87°42'	89.92	59°11'53"W	44.96	87°42'	89.92
135000000000	127°42'55"E	67.44	87°42'	134.88	59°11'53"W	67.44	87°42'	134.88
135000000000	127°42'55"E	134.88	87°42'	269.76	59°11'53"W	134.88	87°42'	269.76
425000000000	127°42'55"E	18.14	87°42'	36.28	59°11'53"W	18.14	87°42'	36.28
425000000000	127°42'55"E	36.28	87°42'	72.56	59°11'53"W	36.28	87°42'	72.56
1350000000000	127°42'55"E	54.42	87°42'	108.84	59°11'53"W	54.42	87°42'	108.84
1350000000000	127°42'55"E	108.84	87°42'	217.68	59°11'53"W	108.84	87°42'	217.68
4250000000000	127°42'55"E	14.17	87°42'	28.34	59°11'53"W	14.17	87°42'	28.34
4250000000000	127°42'55"E	28.34	87°42'	56.68	59°11'53"W	28.34	87°42'	56.68
13500000000000	127°42'55"E	42.51	87°42'	85.02	59°11'53"W	42.51	87°42'	85.02
13500000000000	127°42'55"E	85.02	87°42'	170.04	59°11'53"W	85.02	87°42'	170.04
42500000000000	127°42'55"E	11.31	87°42'	22.62	59°11'53"W	11.31	87°42'	22.62
42500000000000	127°42'55"E	22.62	87°42'	45.24	59°11'53"W	22.62	87°42'	45.24
135000000000000	127°42'55"E	33.91	87°42'	67.82	59°11'53"W	33.91	87°42'	67.82
135000000000000	127°42'55"E	67.82	87°42'	135.64	59°11'53"W	67.82	87°42'	135.64
425000000000000	127°42'55"E	9.15	87°42'	18.30	59°11'53"W	9.15	87°42'	18.30
425000000000000	127°42'55"E	18.30	87°42'	36.60	59°11'53"W	18.30	87°42'	36.60
1350000000000000	127°42'55"E	27.45	87°42'	54.90	59°11'53"W	27.45	87°42'	54.90
1350000000000000	127°42'55"E	54.90	87°42'	109.80	59°11'53"W	54.90	87°42'	109.80
4250000000000000	127°42'55"E	7.32	87°42'	14.64	59°11'53"W	7.32	87°42'	14.64
4250000000000000	127°42'55"E	14.64	87°42'	29.28	59°11'53"W	14.64	87°42'	29.28
13500000000000000	127°42'55"E	21.96	87°42'	43.92	59°11'53"W	21.96	87°42'	43.92
13500000000000000	127°42'55"E	43.92	87°42'	87.84	59°11'53"W	43.92	87°42'	87.84



PINE LAKES RANCHO

BL 5- 026-C

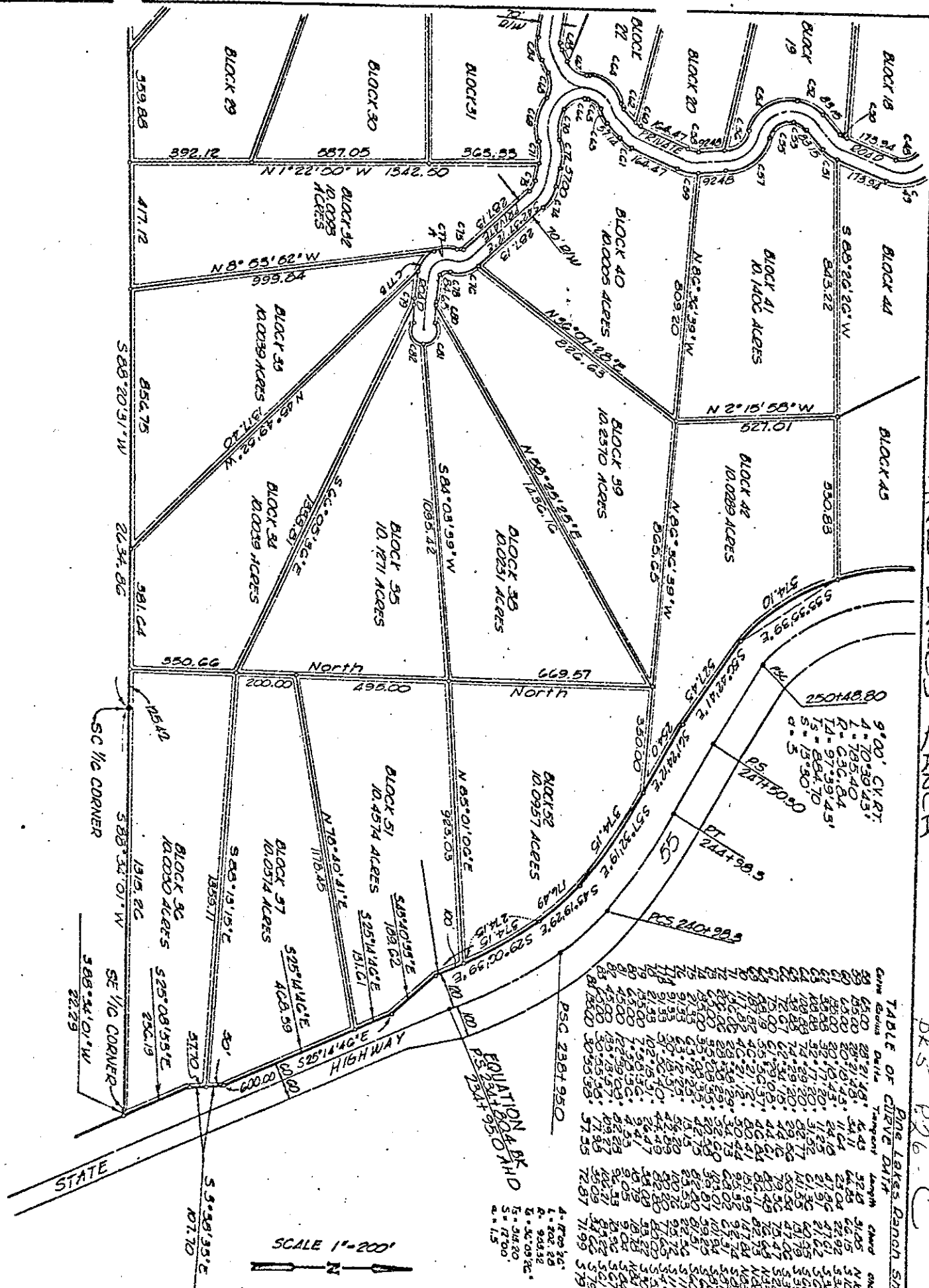


TABLE OF CURVE DATA
Pine Lakes Ranch Sheet 30-F-4

Curve Radius	Delta	Tangent	Length	Chord	Area
100	180°	100.00	157.08	200.00	15,708.00
110	163.63°	110.00	145.51	187.84	14,551.00
120	150.00°	120.00	135.72	176.64	13,572.00
130	137.91°	130.00	127.23	166.41	12,723.00
140	126.87°	140.00	119.71	157.14	11,971.00
150	116.56°	150.00	113.07	148.76	11,307.00
160	106.88°	160.00	107.15	141.23	10,715.00
170	97.73°	170.00	101.81	134.51	10,181.00
180	89.10°	180.00	97.00	128.43	9,700.00
190	80.99°	190.00	92.68	122.94	9,268.00
200	73.40°	200.00	88.83	118.00	8,883.00
210	66.33°	210.00	85.42	113.58	8,542.00
220	59.78°	220.00	82.43	109.64	8,243.00
230	53.75°	230.00	79.74	106.15	7,974.00
240	48.23°	240.00	77.34	103.09	7,734.00
250	43.21°	250.00	75.21	100.44	7,521.00
260	38.69°	260.00	73.24	98.10	7,324.00
270	34.66°	270.00	71.42	96.05	7,142.00
280	31.12°	280.00	69.74	94.28	6,974.00
290	28.07°	290.00	68.20	92.76	6,820.00
300	25.51°	300.00	66.80	91.47	6,680.00
310	23.43°	310.00	65.52	90.38	6,552.00
320	21.83°	320.00	64.35	89.47	6,435.00
330	20.69°	330.00	63.28	88.72	6,328.00
340	19.99°	340.00	62.30	88.11	6,230.00
350	19.62°	350.00	61.41	87.62	6,141.00
360	19.55°	360.00	60.60	87.24	6,060.00
370	19.75°	370.00	60.87	86.96	6,087.00
380	20.19°	380.00	61.31	86.77	6,131.00
390	20.85°	390.00	61.91	86.66	6,191.00
400	21.71°	400.00	62.67	86.63	6,267.00
410	22.75°	410.00	63.59	86.67	6,359.00
420	23.95°	420.00	64.66	86.78	6,466.00
430	25.29°	430.00	65.88	86.95	6,588.00
440	26.75°	440.00	67.25	87.18	6,725.00
450	28.32°	450.00	68.77	87.47	6,877.00
460	30.00°	460.00	70.43	87.81	7,043.00
470	31.77°	470.00	72.24	88.20	7,224.00
480	33.63°	480.00	74.19	88.64	7,419.00
490	35.57°	490.00	76.28	89.13	7,628.00
500	37.59°	500.00	78.51	89.67	7,851.00
510	39.68°	510.00	80.88	90.26	8,088.00
520	41.84°	520.00	83.39	90.90	8,339.00
530	44.07°	530.00	86.04	91.59	8,604.00
540	46.37°	540.00	88.83	92.33	8,883.00
550	48.73°	550.00	91.76	93.12	9,176.00
560	51.15°	560.00	94.83	93.96	9,483.00
570	53.63°	570.00	98.04	94.85	9,804.00
580	56.17°	580.00	101.39	95.79	10,139.00
590	58.77°	590.00	104.88	96.78	10,488.00
600	61.43°	600.00	108.51	97.82	10,851.00
610	64.15°	610.00	112.28	98.91	11,228.00
620	66.93°	620.00	116.19	100.05	11,619.00
630	69.77°	630.00	120.24	101.24	12,024.00
640	72.67°	640.00	124.43	102.48	12,443.00
650	75.63°	650.00	128.76	103.77	12,876.00
660	78.65°	660.00	133.23	105.11	13,323.00
670	81.73°	670.00	137.84	106.50	13,784.00
680	84.87°	680.00	142.59	107.94	14,259.00
690	88.07°	690.00	147.48	109.43	14,748.00
700	91.33°	700.00	152.51	110.97	15,251.00
710	94.65°	710.00	157.68	112.56	15,768.00
720	98.03°	720.00	163.00	114.20	16,300.00
730	101.47°	730.00	168.47	115.89	16,847.00
740	104.97°	740.00	174.09	117.63	17,409.00
750	108.53°	750.00	179.86	119.42	17,986.00
760	112.15°	760.00	185.78	121.26	18,578.00
770	115.83°	770.00	191.85	123.15	19,185.00
780	119.57°	780.00	198.07	125.09	19,807.00
790	123.37°	790.00	204.44	127.08	20,444.00
800	127.23°	800.00	210.96	129.12	21,096.00
810	131.15°	810.00	217.63	131.21	21,763.00
820	135.13°	820.00	224.45	133.35	22,445.00
830	139.17°	830.00	231.42	135.54	23,142.00
840	143.27°	840.00	238.54	137.78	23,854.00
850	147.43°	850.00	245.81	140.07	24,581.00
860	151.65°	860.00	253.24	142.41	25,324.00
870	155.93°	870.00	260.82	144.80	26,082.00
880	160.27°	880.00	268.55	147.24	26,855.00
890	164.67°	890.00	276.43	149.73	27,643.00
900	169.13°	900.00	284.56	152.27	28,456.00
910	173.65°	910.00	292.94	154.86	29,294.00
920	178.23°	920.00	301.57	157.50	30,157.00
930	182.87°	930.00	310.45	160.19	31,045.00
940	187.57°	940.00	319.58	162.93	31,958.00
950	192.33°	950.00	328.96	165.72	32,896.00
960	197.15°	960.00	338.59	168.56	33,859.00
970	202.03°	970.00	348.47	171.45	34,847.00
980	206.97°	980.00	358.60	174.39	35,860.00
990	211.97°	990.00	368.98	177.38	36,898.00
1000	217.03°	1000.00	379.61	180.42	37,961.00

SCALE 1"=200'

STATE

STATE OF IDAHO
COUNTY OF VALLEY

On this 2nd day of October, 1974, before me the undersigned, a Notary Public in and for the said State, personally appeared Arthur H. Hall and Ethel M. Hall, husband and wife, and that they executed the within instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing in Carroll, Idaho
My Commission Expires Jan. 1, 75

STATE OF IDAHO
COUNTY OF ADA

On the 15th day of October, 1974, before me, the undersigned, a Notary Public in and for the said State, personally appeared Fred K. O'Brien, known to me to be the President and Jess C. Groves, known to me to be the Secretary of DABCO DEVELOPMENT, INC.; that they executed the within instrument and acknowledged to me that such corporation executed the same.

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

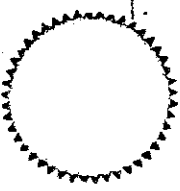
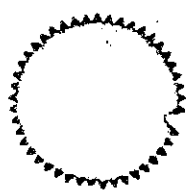
Notary Public for Idaho
Residing in Ada, Idaho
My Commission Expires Jan. 1, 75

STATE OF IDAHO
COUNTY OF ADA

On this 15th day of October, 1974, before me the undersigned, a Notary Public in and for the said State, personally appeared Robert J. Duncan, known to me to be the president, and Carol Jean Miller, known to me to be the secretary of Western National Corporation, that they executed the within instrument and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Ada, Idaho
My Commission Expires Jan. 1, 75



CERTIFICATE OF SURVEYOR

I, Howard L. Friend, do hereby certify that I am a land surveyor, licensed by the State of Idaho, and that this plat of Pine Lakes Ranch, as described in the Certificate of Owners, and the attached plat was drawn from an actual survey on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho code relating to plats and surveys.

Howard L. Friend



CERTIFICATE OF COUNTY ENGINEER

I, Robert E. Smith, County Engineer for Valley County, Idaho, do hereby certify that I have checked this plat, and that it complies with the State of Idaho code relating to plats and surveys.

Robert E. Smith
Robert E. Smith SEAL

APPROVAL OF VALLEY COUNTY PLANNING AND ZONING COMMISSION
Accepted and approved this 5th day of Oct., 1974, by the Valley County Planning and Zoning Commission of Valley County, Idaho.

By Chairman S/Perc Shelton

APPROVAL OF BOARD OF COUNTY COMMISSIONERS
Accepted and approved this 15th day of Oct., 1974, by the Board of County Commissioners of Valley County, Idaho.

By Chairman S/Frank W. He

SEAL

COUNTY RECORDER'S CERTIFICATE

Instrument number 83371
(SIGNED IN IDAHO COUNTY OF VALLEY)
Filed for record at the request of Jess Groves at 55 minutes past 4 o'clock P. M., this 15 day of OCT., 1974.
By J. W. Crutcher Recorder
Deputy S/P. Remakius
Fee \$102.00

Br-5 P26e

THE AMENDED PLAT OF BLOCKS 3, 4, 5, 6, 7, 8, 9, & 10 OF PINE LAKES RANCH.

1975 SHEET 1064

A portion of Sections 35, 36, Township 14 North,
 Range 3 East, Base Meridian, Valley County,
 Idaho

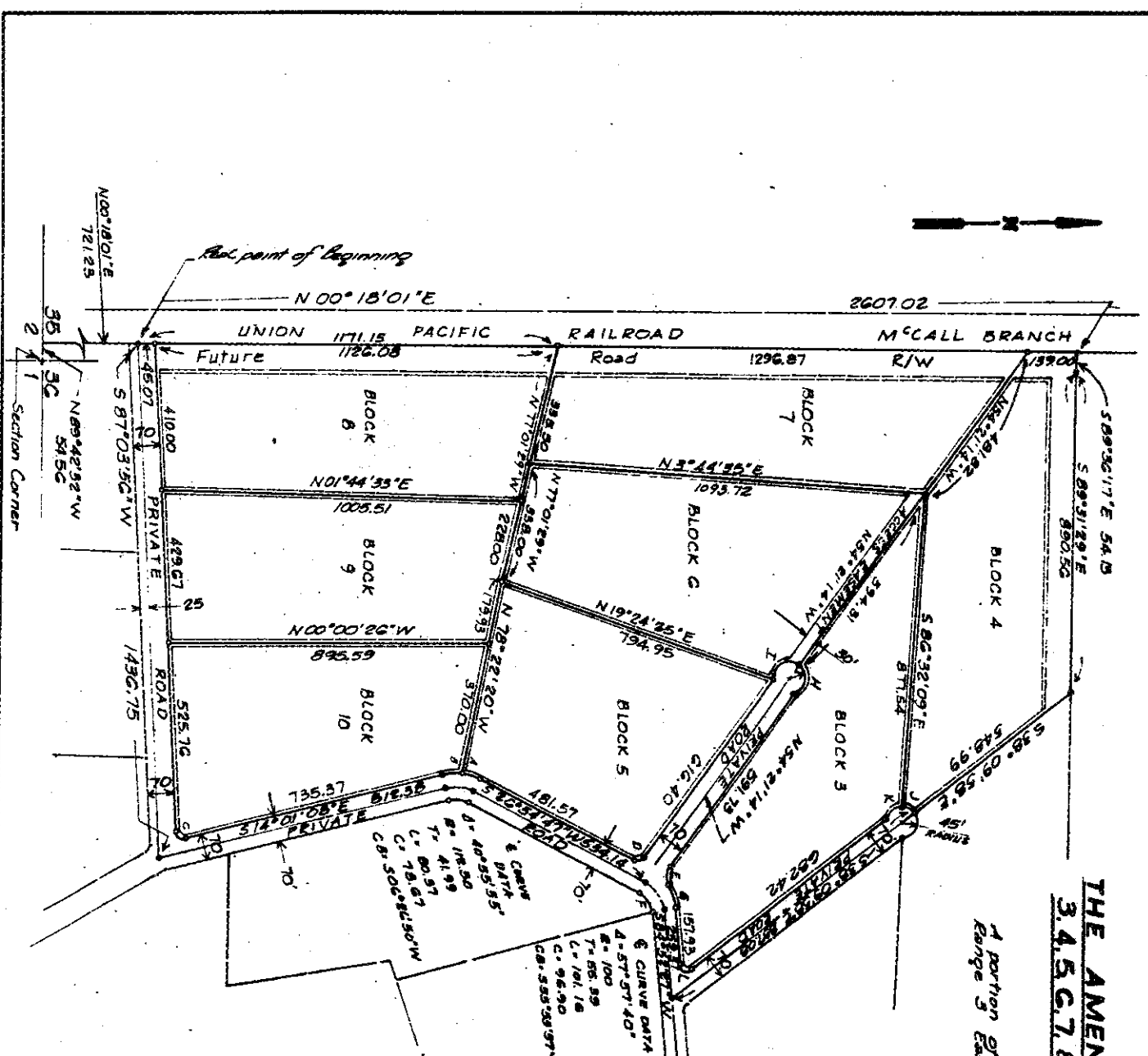


- LEGEND**
- A Block Number
 - Curve Data Letters
 - Utility Easements for public Utilities, Irrigation and drainage.
 - 1/2" Steel pins

TABLE OF CURVE DATA

Curve Radius, Length, Tangent Length, Chord, Chord Ang.

Curve	Radius	Length	Tangent Length	Chord	Chord Ang.
A	14750	19°05'00"	128.02	49.14	48.91
B	14750	6°15'00"	28.46	52.23	55.89
C	2000	10°02'04"	24.30	35.69	30.85
D	2000	10°16'01"	17.16	23.37	22.25
E	4300	37°57'40"	14.19	35.93	52.07
F	6500	37°57'40"	34.02	65.75	62.99
G	6500	37°57'40"	186.08	70.51	68.71
H	4500	108°56'58"	94.82	101.87	81.81
I	4500	108°56'58"	94.82	101.87	81.81
J	4500	49°20'36"	20.67	58.76	57.57
K	4500	79°35'42"	37.49	62.51	57.61
L	2000	73°02'25"	58.87	42.95	35.16



#83372
10-15-74

35
1
102

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

PINE LAKES RANCH

This declaration is made this 25th day of September, 1974, by Western-Daagco, a copartnership between Daagco Development, Inc., and Western National Corporation, both Idaho corporations, hereinafter referred to as Grantor, and Arthur A. Hall and Ethel M. Hall, husband and wife, of Valley County, Idaho.

RECITALS

A. Arthur A. Hall and Ethel M. Hall, husband and wife, (hereinafter referred to as Halls), are owners and said Western-Daagco, a copartnership, is purchasing from the owners, the real property described in Exhibit "A" hereto attached and by this reference made a part hereof, which together with Lot 4, Section 1, T. 14 N., R. 3 E., B.M., (hereby made a part of Tract I herein described) constitutes Pine Lakes Ranch as herein described.

B. All of said premises now constitute a cattle ranching operation on and near Lake Cascade in Valley County, Idaho, and it is the intent and desire of Grantor to maintain the atmosphere and conduct of a working cattle ranch, as modified, altered and restricted as herein set forth, for the enjoyment and use of the owners as hereinafter set forth.

DECLARATION

NOW, THEREFORE, WESTERN-DAAGCO and ARTHUR A. HALL and ETHEL M. HALL, husband and wife, hereby declare that said premises are and shall be held, conveyed, encumbered, leased and used subject to the following uniform covenants, conditions, restrictions and equitable servitudes in furtherance of a plan for the development, improvement and sale thereof, and to enhance the value, desirability and attractiveness of such property. The restrictions set forth herein shall run with the real property herein described; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest

therein shall inure to the benefit of and be binding upon Grantor and Halls, their successors in interest, each Owner and his respective successors in interest, any may be enforced by Grantor, Halls, by any Owner or his successors in interest, or by the Association hereinafter named.

These Restrictions shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by any Owner (including Grantor) upon property owned within Pine Lakes Ranch, provided that when completed such improvements will in all ways conform to these Restrictions. Specifically, no such construction activities shall be deemed to constitute a nuisance or violation of these Restrictions by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

Further, the Pine Lakes Ranch Restrictions shall not be construed as to prevent or limit Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any property in Pine Lakes Ranch owned by Grantor or on property the Owner of which consents to such use, nor Grantor's right to post signs incidental to construction and sales.

ARTICLE I.

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in the Pine Lakes Ranch Restrictions shall have the meaning hereinafter specified.

ARCHITECTURAL COMMITTEE shall mean the committee created pursuant to Article VI hereof.

ARTICLES shall mean the Articles of Incorporation of the Pine Lakes Ranch Association, Inc. (hereinafter referred to as the Home Owners Association) which shall be filed in the office of the Secretary of State of the State of Idaho, a true copy of which is attached hereto, marked Exhibit "I" and incorporated herein by this reference.

ASSESSMENTS shall mean assessments of the Home Owners Association and includes both regular and special assessments.

ASSOCIATION shall mean the Pine Lakes Ranch Home Owners Association, Inc., the non-profit Idaho corporation described in Article IV hereof, its successors and assigns.

ASSOCIATION PROPERTY shall mean all real and personal property now or hereafter owned by or leased to the Home Owners Association.

BLOCK shall mean a portion of the Pine Lakes Ranch designated as a Block on any recorded subdivision plat thereof.

BOARD shall mean the Board of Directors of the Home Owners Association.

BY-LAWS shall mean the By-Laws of the Home Owners Association which shall be adopted by the Board substantially in the form of Exhibit "II" as attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

CONDOMINIUM shall mean a Condominium as defined in Section 55-101B of the Idaho Code, i.e., an estate consisting of (i) an undivided interest in common in real estate, in an interest or interests in real property, or in any combination thereof, together with (ii) a separate interest in real property, in an interest or interests

real property, or in any combination thereof that Grantor may initiate on a Block.

CONDOMINIUM PROJECT shall mean no more than two condominium projects as defined in Section 55-1503 (b) of the Condominium Act of the State of Idaho, i.e., the entirety of an area divided or to be divided into condominiums, which shall include no more than two Blocks as herein defined.

DECLARATION shall mean this instrument as it may be amended.

EASEMENT LAND shall mean easement land designated and described as Tract 2 on Exhibit "A" hereto attached.

EXCLUSIVE LANDS shall mean the lands not to exceed one acre, that may be placed under fence by Owner for his exclusive use and shall include the Homesite.

GRANTOR shall mean Western-Daagco.

HOMESITE shall mean no more than one acre of land used for residential construction in each Block.

IMPROVEMENT shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, docks, sun decks, swimming pools, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment.

MANAGER shall mean the person, firm, or corporation employed by the Home Owners Association pursuant to and limited by Article IV, Section 4.05 D and delegated the duties, powers or functions of the Association pursuant to said Section.

MEMBER shall mean any person who is a member of the Association pursuant to Section 4.02 hereof.

NOTICE OF HEARING shall mean thirty (30) days' written notice and public hearing before the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense.

OPEN LAND shall mean all lands in Tracts 1 and 2 not under fence

as Exclusive Lands, excluding also main and/or secondary access road rights of way.

OWNER shall mean (1) the person or persons or other legal entity or entities, including Grantor, holding an aggregate fee simple interest in a Block or, as the case may be, (2) the purchaser of a Block under an executory contract of sale, or (3) a condominium project. For the purpose of Article IV only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees and lessees of any Owner and the aggregate of all owners or holders of any interest in a condominium project and entitled to a vote therein.

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

PINE LAKES RANCH shall mean all that certain real property identified and described in Exhibit "A" to this Declaration, as the same is now and as it may from time to time be developed and improved.

RANCH shall mean all of Tract No. 1 and Tract No. 2, except Exclusive Lands, two condominium projects and lakes.

RANCHING OPERATION shall mean use or leasing out of open lands for cattle ranching operations as contemplated herein.

RECORD, RECORDED, and RECORDATION shall mean, with respect to any document, the recordation of such document in the office of the County Recorder of the County of Valley, State of Idaho (which may also be referred to herein as file or filed.)

THE PINE LAKES RANCH MAINTENANCE FUND shall mean the fund created after the receipts and disbursements of the Association, pursuant to Section 7.01 hereof.

ARTICLE II

DEVELOPMENT AND BASIC POLICY

Section 2.01 INTENT AND PURPOSE. That area described as Tract 1 shall be sold in Blocks with the Owners' rights thereon and thereto restricted as herein provided in order that the least changes in such lands shall be made and a cattle ranching operation may be maintained.

Section 2.02 FENCING. A maximum of ten percent (10%) of each Block, not to exceed one acre, including the homesite, may be placed under one perimeter fence by the Owner for the exclusive use of Owner, which is defined herein as Exclusive Lands.

Section 2.03 CATTLE RANCHING OPERATION. All open land, shall be operated or leased out by the Association as a cattle ranch and each Owner (except a condominium project), may run cattle thereon in proportion to his ownership, paying for such privilege the same amount on the same basis that the Association may lease to third parties. Owners shall have the first right to run cattle at the going rate.

Section 2.04 PROCEEDS OF RANCHING OPERATIONS. All proceeds from such cattle ranching operation shall be paid to the Association for the uses and purposes set forth in Article VII hereof.

Section 2.05 RIGHTS TO EASEMENT LAND. All owners, including condominium owners, their tenants, guests and family members shall have the right to use and enjoy easement lands.

Section 2.06 CONDOMINIUM OWNERS. The condominium project and condominium owners shall have no right to run cattle.

Section 2.07 PRIVATE LAKES AND FISHING RIGHTS. All owners, including condominium owners shall have equal rights to the use of two private lakes to be constructed by Grantor and all owners and condominium owners shall have equal rights to the use and enjoyment of a 35 foot wide easement around the high water mark of both of such lakes.

ARTICLE III

GENERAL RESTRICTIONS

All real property within Pine Lakes Ranch shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 3.01 SUBDIVIDING. No Block (exclusive of the condominium project) may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (excluding Grantor), save and except that each Block may be divided into two parcels of equal size (as nearly as possible), and no other or further subdivision of such Blocks shall be allowed, provided, however, that nothing herein

shall be deemed to prevent or require the approval of the Architectural Committee for (1) the sale of Condominiums in any Condominium Project in compliance with the Condominium Property Act of Idaho, or (2) transfer or sale of any tract or condominium to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

Section 3.02 SIGNS. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Grantor in connection with the development of the Pine Lakes Ranch and sale of Blocks and condominiums.

Section 3.03 ANIMALS. Each owner may maintain only on his exclusive lands, up to:

- (a) Three large animals, either cattle or horses per acre, or
- (b) Nine sheep per acre
- (c) And two small animals per acre (dogs, cats or other household pets)
- (d) Up to 25 chickens, pigeons or other poultry per acre
- (e) No hogs or other animals likely to cause undesirable noise, odors, or other noxious conditions shall be permitted.

Section 3.04 NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Pine Lakes Ranch and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board.

Section 3.05 RESIDENTIAL USE; RENTALS. No residence shall be used for any purpose other than single-family residential purposes. No gainful occupation, profession, trade or other non-residential

use shall be conducted on any Block or condominium project, provided, however, that nothing in this Declaration shall prevent the rental of exclusive lands and condominiums by the Owner thereof for residential purposes, on a short or long term basis but in no event less than 30 days, subject to all the provisions of the Pine Lakes Ranch Restrictions, which shall be deemed a Residential Use.

Section 3.06 IMPROVEMENTS. No homesite shall be improved except by a dwelling or residence structure (hereinafter called "residence") designed to accommodate no more than a single family and its servants and occasional guests, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single-family residence, with not less than 900 sq. feet of living space on the main floor level, exclusive of garage and porches. Covered storage or garages shall be provided for all automobiles regularly or customarily parked thereat.

Section 3.07 REPAIR OF BUILDINGS. No improvement upon any property within the Pine Lakes Ranch 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 and should the Owner fail herein, after notice as herein provided, the Association shall have authority to make needed maintenance or repairs or remove damages, unusable or unlivable structures and bill the Owner for the cost thereof plus 25% add-on for management and overhead.

Section 3.08 IMPROVEMENTS AND ALTERATIONS. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within the Pine Lakes Ranch (other than repairs or rebuilding pursuant to Section 3.07 hereof) without the prior approval of the Architectural Committee pursuant to Article VI hereof.

Section 3.09 VIOLATION OF THE PINE LAKES RANCH RULES. There shall be no violation of the Pine Lakes Ranch Rules once adopted by the Board after notice and hearing. If any Owner, his family or any

licensee, lessee or invitee violates the Pine Lakes Ranch Rules, the Board may impose a special assessment upon such person of not more than One Hundred (\$100.00) Dollars for each violation and/or may suspend the right of such person to use the Association Properties, under such conditions as the Board may specify, for a period not to exceed thirty (30) days for each violation. Before invoking any such assessment or suspension, the Board shall give such person notice and hearing. Any assessment imposed hereunder which remains unpaid for a period of ten (10) days or more, shall become a lien upon the Owner's Block or condominium upon its inclusion in a notice of assessment recorded pursuant to Article VII, Section 7.06 hereof. Each day that a violation continues to exist after notice and hearing as aforesaid, shall constitute a separate violation for which the above penalties may be imposed.

Section 3.10 EXEMPTION OF GRANTOR. Nothing in Pine Lakes Ranch Restrictions shall limit the right of Grantor to complete excavation, grading and construction of improvements to any property within Pine Lakes Ranch owned by Grantor, or to alter the foregoing or to construct such additional improvements as Grantor deems advisable in the course of development of Pine Lakes Ranch so long as any Block or condominium in Pine Lakes Ranch remains unsold, or to use any structure in Pine Lakes Ranch as a model home or real estate sales or leasing office. The rights of Grantor hereunder and elsewhere in these Restrictions may be assigned by Grantor.

Section 3.11 NO HAZARDOUS ACTIVITIES. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property except in portions of recreational areas designated for skeet shooting or rifle or pistol range purposes by Grantor, or by the Association as to Association Property; and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended, and in

use for cooking purposes or within a safe and well-designed interior fireplace or except such campfires or picnic fires in portions of Easement Lands and Lake areas designated for such use by Grantor, or by the Association as to Association Property, or except such controlled and attended fires required for clearing or maintenance of land and previously approved in writing by the Board.

Section 3.12 VEGETATION. No trees or other natural vegetation, except noxious weeds, shall be cut, removed, poisoned or otherwise damaged or molested without prior written permission of the Home Owners Association.

Section 3.13 UNSIGHTLY ARTICLES. No unsightly articles shall be permitted to remain so as to be visible from exclusive lands, including without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view; refuse, garbage and trash shall be kept at all times, in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrip or refuse or trash shall be kept, stored, or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

Section 3.14 NO TEMPORARY STRUCTURES. No tent or shack or other temporary building, improvement or structure shall be placed upon any property.

Section 3.15 NO MINING AND DRILLING. 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 Grantor or the

Association may, by appropriate permit, grant license or easement, allow the drilling of wells for the extraction of water.

Section 3.16 VEHICLES. The use of all vehicles except those used in actual ranching operations, shall be confined to main access roads and exclusive lands and shall be subject to the Pine Lakes Ranch Rules, which may expand, prohibit or limit the use thereof within the Pine Lakes Ranch, provide parking regulations or adopt other rules regulating the same and provided specifically, that no vehicle parking on road rights of way shall be permitted.

Section 3.17 BUILDING CONSTRUCTION. No construction of any kind shall be commenced prior to receiving written permission therefor from the Architectural Committee, including residential construction, exterior remodeling, fencing and landscaping.

Section 3.18 BUILDING MATERIALS. All exterior walls shall be constructed of wood or wood materials, rock or masonry products.

Section 3.19 FENCES. All fences shall be of wood materials, rock or masonry products.

Section 3.20 SET BACK LINES. All homesites shall be located within such Blocks, unless otherwise approved by the Architectural Committee, as follows:

Set back at least forty (40) feet from right of way boundaries and interior Block lines.

Section 3.21 HARASSMENT OF GAME OR STOCK. Any animal permitted to injure or harass game animals, game birds or livestock shall be removed from the premises permanently and are subject to destruction as provided by law.

ARTICLE IV

THE PINE LAKES RANCH HOME OWNERS ASSOCIATION

A. Association. The Pine Lakes Ranch Home Owners Association, Inc., shall be a non-profit Idaho corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 4.02 MEMBERSHIP.

A. Qualifications. Each owner (including Grantor) of a Block, and each condominium association (herein referred to as condominium project), 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.

B. Transfer of Membership. The Association membership of each owner (including Grantor) shall be appurtenant to said Block or condominium project and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Block or condominium project, and then only to the transferee of title to said Block or condominium project. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Block or condominium project shall operate automatically to transfer said membership to the new owner thereof.

Section 4.03 VOTING.

A. Members shall be owners (including Grantor) and shall be entitled to one vote for each Block owned. The owner of each Block may by notice to the Association, designate a person (who need not be an owner) to exercise the vote for such Block. Said designation shall be revocable at any time by notice to the Association by the owner. Such powers of designation and revocation may be exercised by the guardian of an owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate.

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

C. Meetings of Owners. There shall be a meeting of the owners

on the 30th day of January of each year at Cascade, Idaho, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the Owners not less than ten (10) days nor more than sixty (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 by notice of the Board or by the owners having one-fifth (1/5) of the total votes and delivered to all other owners not less than ten (10) days nor more than thirty-five (35) 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. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the owners entitled to vote at least twenty-five percent (25%) of the total votes. The president of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings. Except as otherwise provided herein, any action may be taken at any meeting of the owners upon the affirmative vote of the owners having majority of the total votes present at such meeting in person or by proxy; provided, however, that the members of the Board may be elected by cumulative voting as provided in Section 4.03 D. At each annual meeting, the Board shall present a written statement of The Fund, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each owner. Within ten (10) days after the date set for each annual meeting, the assessment statement shall be delivered to the owners not present at said meeting.

D. Cumulative Voting. In any election of the members of the Board, every owner (including Grantor) entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

E. Transfer of Voting Right. The right to vote may not be severed or separated from the ownership of the Block to which it is appurtenant, except that any owner may give a revocable proxy, or may assign his right to vote to a lessee or beneficiary of the Block for the term of the lease or Deed of Trust, and any sale, transfer or conveyance of such Block to a new owner or owners shall operate automatically to transfer the appurtenant vote to the new owner, subject to any assignment of the right to vote to a lessee or beneficiary as provided herein.

Section 4.04 DUTIES OF THE ASSOCIATION. The Association shall have the obligation, subject to and in accordance with these Restrictions, to perform each of the following duties for the benefit of the owners of each tract.

A. Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens, and encumbrances to the Association by Grantor, including (1) Easement Lands, (2) easements for operation and maintenance purposes over tracts, and (3) access road easements and other easements for the benefit of Association members.

B. Title to Property Upon Dissolution. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a non-profit corporation, association, trust or other organization and operated

for such similar purposes.

C. Operation of the Ranch. To operate and maintain, or provide for the operation and maintenance of (1) the Ranch (2) roadways and easements (3) Private lakes; and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

D. Payment of Taxes and Assessments. To pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the Association and to pay Center Irrigation District water assessments. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

E. Insurance. To obtain and maintain in force the following policies of insurance:

(1) Fire and extended coverage insurance on all improvements under the control of the Association, the amount of such insurance to be not less full replacement value. Such insurance shall insure the Association and its mortgagees, as their interests may appear. As to each such policy, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Manager, the Grantor and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

(2) Bodily injury liability insurance, with limits of not less than \$100,000 per person and \$300,000 per occurrence, and property damage liability insurance with a deductible of not more than \$1500 and a limit of not less than \$50,000 per occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under

its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(4) A fidelity bond in the penal amount of Twenty-Five Thousand Dollars (\$25,000.00) or more, naming the members of the Board and the Manager, and such other persons as may be designated by the Board, as principals and the Association as obligee.

(5) Such other insurance, including indemnity and other bonds as the Board shall deem necessary or expedient to carry out the Association functions as set forth in these resolutions, the Articles and the By-Laws.

The liability insurance referred to above shall name as separately protected insureds Grantor, the Association, the Board, the Architectural Committee, and their representatives, members and employees, with respect to any liability arising out of the maintenance or use of any Association Property. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against Grantor, the Board, the Architectural Committee, and their representatives, members and employees.

Said fire and liability insurance policies may be blanket policies covering the Association properties and property of Grantor, in which case the Association and Grantor shall each pay their proportionate shares of the premium, with respect to insurance proceeds from the Association Property only, the Association shall be deemed trustee of the interests of all owners in any insurance proceeds paid to it under any such policies, and shall have full power to receive and to receipt for their interests in such proceeds and to deal therewith.

F. Rule Making. To make, establish, promulgate, amend and repeal the Rules as provided in Section 4.06 hereof.

G. Architectural Committee. To appoint and remove members of the Architectural Committee as provided in Section 6.01 hereof, and to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.

H. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Pine Lakes Ranch Restrictions, as may be reasonably necessary to enforce any of the provisions of the Pine Lakes Ranch Restrictions and the Architectural Committee Rules.

I. Other. To carry out the duties of the Association set forth in the Pine Lakes Ranch Restrictions, the Articles and the By-Laws.

J. Contracts. Neither Grantor nor any agent of Grantor shall enter into any contract which would bind the Association or the Board thereof for a period in excess of one (1) years, unless reasonable cancellation provisions are included in such contracts.

K. Audit. The members may at any annual meeting provide for an annual independent audit of the accounts of the Association and for delivery of a copy of such audit to each owner within thirty (30) days after completion thereof. Any owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association by a certified public accountant; provided that such audit or inspection is made during normal working hours and without unnecessary interference with the operation of the Association.

Section 4.05 POWERS AND AUTHORITY OF THE ASSOCIATION. The Association shall have all of the powers of an Idaho non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws or the Pine Lakes Ranch Restrictions. 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 and by virtue of the Restrictions, the Articles, and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association.

Without in any way limiting the generality of any of the foregoing provisions, the Association shall have the power and authority at any time:

A. Assessments. To levy assessments on the owners of Blocks and condominiums within the Pine Lakes Ranch, and to enforce payment of such assessments in accordance with the provisions of Articles III and VII hereof.

B. Right of Entry and Enforcement. After twenty-four (24) hours written notice, to enter, without being liable to any owner upon any Block for the purpose of enforcing by peaceful means the Pine Lakes Ranch Restrictions, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the owner thereof fails to maintain or repair any such area as required by said Restrictions. The Association shall also have 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 the Pine Lakes Ranch Restrictions and to enforce, by mandatory injunctions or otherwise all of the provisions of said Restrictions.

C. Repair and Maintenance of Association Property. To paint, maintain, provide snow removal service for, and repair the Association Property and all improvements thereto.

D. Manager. To retain and pay for the services of a person or firm to manage the Association Properties (the "Manager") to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Association Properties or the conduct of the business of the Association, whether such personnel are employed directly by the Association or are furnished by the Manager. The Association and the Board may delegate any of their duties, powers or functions to the Manager, provided that any such delegation shall be revocable upon notice by the Association or Board. The owners

release the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function as delegated.

E. Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the ranch, or other areas under its control, enforcement of the Pine Lakes Ranch Restrictions or in performing any of the other duties or rights of the Association.

F. Property Services. To maintain, (including snow removal) and repair beach improvements, lakes and roads, or other areas of the Pine Lakes Ranch not maintained by governmental entities, to the extent deemed advisable by the Board, and at the Board's election.

G. Recreational Facilities. To maintain and repair, to the extent deemed advisable by the Board, all boating facilities, including beaches and docks and all other improvements relating to such facilities, tennis facilities, swimming pool, bicycle, horse and hiking trails, or other recreational or similar Association Property.

H. Other Services and Properties. To obtain or pay for, as the case may be, any other property, services, taxes or assessments which the Association or the Board is required to secure or pay for pursuant to the terms of these Restrictions or the By-Laws.

Section 4.06 RULES. The Board may adopt such rules as it deems proper for the use and occupancy of the Association Property. A copy of said Rules, as they may from time to time be adopted, amended or repealed, may, but need not, be mailed or otherwise delivered to each owner, or recorded. Upon such mailing, delivery or recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of the Pine Lakes Ranch Restrictions. In addition, as to any owner having actual knowledge of any given Rules, such Rules shall have the same full force and effect and may be enforced against such owner.

Section 4.07 LIABILITY OF BOARD MEMBERS AND MANAGER. Neither

any member of the Board nor the Manager shall be personally liable to any owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Manager or any other representatives or employees of the Association, or the Architectural Committee, provided that such Board member, or the Manager has, upon the basis of such information as may be possessed by him, acted in good faith.

Section 4.08 AMENDMENT. The provisions of Section 4.01, 4.02, and 4.03 hereof shall not be amended without the vote or written consent of the owners of not less than eighty percent (80%) of the combined total number of Blocks then within the Pine Lakes Ranch plus, until all of Tract No. 1 is sold, the written consent thereto of Grantor.

ARTICLE V

ASSOCIATION PROPERTIES

Section 5.01 Each owner of a Block, condominium unit, his family, licensees, invitees and lessees, or contract purchasers who reside on the property, shall be entitled to use the Association Properties subject to:

A. The provisions of the Articles of Incorporation, By-Laws, and the Pine Lakes Ranch Restrictions. Each owner agrees that in using the Association Properties he will comply with the provisions of such Articles, By-Laws and the Pine Lakes Ranch Restrictions, including the Pine Lakes Ranch Rules.

B. The right of the Association to suspend the rights to use of the Association Property by an owner for any period during which any assessment against him remains unpaid; and, after Notice and Hearing by the Board, for a period not to exceed thirty (30) days for any infraction of the Pine Lakes Ranch Restrictions.

Section 5.02 DAMAGES. Each owner shall be liable to the Association for any damage to Association Property which may be sustained by reason of the negligence or willful misconduct of said owner or of his family and guests, both minor and adult. In the case of joint ownership of a tract the liability of such owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint owners

to the contrary. The amount of such damage shall be an Assessment against the owner and may be collected as provided herein for the collection of other assessments.

ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

Section 6.01 MEMBERS OF COMMITTEE. The Architectural and Environmental Control Committee, sometimes referred to in this Article VI as "Architectural Committee" or "Committee", shall consist of five (5) members. The following persons are hereby designated as the initial members of the Committee:

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

Section 6.02 GRANTOR'S RIGHTS OF APPOINTMENT. At any time that Grantor is the owner of at least twenty percent (20%) of the aggregate of the acreage within Tract No. 1, as described on Exhibit "A" attached hereto, Grantor shall have the right to appoint and remove all members of the Committee. At all other times, the Board shall have the right to appoint and remove all members of the Committee.

Section 6.03 REVIEW OF PROPOSED CONSTRUCTION. The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to Article III, Sections 3.01, 3.02 and 3.08 hereof, and 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 the plans approved by the Committee. The Committee shall approve proposal or plans and specifications submitted for its approval

only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surroundings or the Pine Lakes Ranch as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of plans for approval, requiring a fee of not to exceed One Hundred Dollars (\$100.00) to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee may require such detail in plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

Section 6.04 MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopt in writing designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 6.09. In the absence of such designation, the vote of any three (3) members of the Committee, or the written consent of any three (3) members of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 6.05 NO WAIVER OF FUTURE APPROVALS. The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 6.06 COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation.

Section 6.07 INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article VI the owner shall give written notice of completion to the Architectural Committee.

B. Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the owner in writing of such non-compliance within such sixty-day period, specifying the particulars of non-compliance, and shall require the owner to remedy the same.

C. If upon the expiration of thirty (30) days from the date of such notification the owner shall have failed to remedy such non-compliance, the Architectural 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 the same. If a non-compliance exists, the owner shall remedy or remove the same within a period of not more than forty-five (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 option, may either remove the non-complying improvement or remedy the non-compliance, and the owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the owner to the Association, the Board shall levy an assessment against such owner for reimbursement pursuant to Article VI, Section 4.05 and Article VII hereof.

D. If for any reason the Architectural Committee fails to notify the owner of any non-compliance within sixty (60) days after receipt of said written notice of completion from the owner, the improvement shall be deemed to be in accordance with said approved plans.

Section 6.08 NON-LIABILITY OF COMMITTEE MEMBERS. Neither the 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 Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate

vicinity and the Pine Lakes Ranch generally. The 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.

Section 6.09 VARIANCES. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least three (3) members of the Committee, and shall become effective upon recordation in the office of the County Recorder of Valley County. If such variances are granted, 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 a 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 provision hereof covered by the variance.

ARTICLE VII

FUNDS AND ASSESSMENTS

Section 7.01 THE PINE LAKES RANCH MAINTENANCE FUND. The Board shall establish a fund ("The Pine Lakes Ranch Maintenance Fund") into which shall be deposited all moneys paid to the Association and from which disbursements shall be made in performing the functions of the Association under the Pine Lakes Ranch Restrictions. Funds of the Association must be used solely for purposes related

to those areas and improvements owned by the Association or subject by this Declaration to maintenance and assessment or for purposes authorized by this Declaration as it may from time to time be amended.

Section 7.02 YEARLY ESTIMATES OF ASSESSMENTS. At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the owner of each Block in an equal amount. If said sum estimated proves inadequate for any reason, including non-payment of any owner's assessment, the Association may, at any time, levy a further assessment which shall be assessed equally upon the owner of each Block.

Section 7.03 PAYMENT OF ASSESSMENTS. All assessments shall be due and payable to the Association by the assessed owners (including Grantor) during the fiscal year in equal monthly installments, on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

Section 7.04 AMENDMENTS. Amendments to this Article VII (but not including amendments to Sections of other Articles which are referred to in this Article or which relate to this Article) shall only be effective upon written consent of seventy-five percent (75%) of the owners in the Pine Lakes Ranch.

Section 7.05 LATE CHARGES. If any assessment, whether regular or special, assessed to any owner is not paid within thirty (30) days after it is due, the owner may be required by the Board to pay a late charge of eight percent (8%) of the amount of the assessment or such other amount as the Board may designate from time to time.

Section 7.06 UNPAID ASSESSMENTS AS LIENS. The amount of any assessment, whether regular or special, assessed to any owner and

any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of eight percent (8%) per annum simple interest (or such other rate as the Board may designate from time to time) and costs, including reasonable attorney's fees, shall become a lien upon such Block upon recordation of a notice of assessment stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, the legal description and street address of the tract against which it has been assessed, and the name of the record owner thereof. Such notice shall be signed and acknowledged by an officer of the Association. Upon recordation it shall create a lien upon the Block described in the amount set forth. Such assessment lien shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded. Such lien may be foreclosed in the same manner as is provided in the laws of the State of Idaho for the foreclosure of liens on real property. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any Block shall be conclusive upon the Association and the owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner upon request at reasonable fee, not to exceed Ten Dollars (\$10.00).

Section 7.07 MORTGAGE PROTECTION. Notwithstanding all other provisions hereof, no lien created under this Article VII nor any breach of the Pine Lakes Ranch Restrictions, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the beneficiary under any recorded mortgage or deed of trust upon a Block or condominium unit made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust or conveyance of any Block or condominium unit, to such

mortgage or beneficiary by deed in lieu of foreclosure, such Block or condominium unit shall remain subject to the Pine Lakes Ranch Restrictions and the amount of all regular assessments and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure shall be assessed hereunder to the purchaser at such foreclosure sale.

Section 7.08 NOTICE OF RECORDING MORTGAGES. No amendment to this Article VII of this Declaration shall affect the rights of any mortgagee or beneficiary who does not join in the execution thereof; provided that his mortgage or deed of trust is recorded prior to the recordation of such amendment.

Section 7.09 SUBORDINATION. By subordination agreement executed by the Association, the benefits of Section 7.07 and 7.08 above may be extended to mortgagees and beneficiaries not otherwise entitled thereto.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 TERM. The covenants, conditions and restrictions of this Declaration shall run until December 31, 2014, unless amended as herein provided. After December 31, 2014, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three-fourths ($\frac{3}{4}$) of the owners in the Pine Lakes Ranch, and such written instrument is recorded with the Valley County Recorder.

Section 8.02 AMENDMENT.

A. By Grantor. Until 80% of the Blocks in the Pine Lakes Ranch have been sold the provisions of this Declaration, other than this Article, may be amended only by Grantor. Any amendment hereunder shall be effective only upon recordation with the Valley County Recorder of:

- (1) An instrument in writing signed and acknowledged by Grantor setting forth the amendment; and

(2) An instrument in writing signed and acknowledged by the president and secretary of the Association certifying that 80% of the owners (other than Grantor) approved the amendment.

B. By Owners. After 80% of such Blocks have been sold, the provisions of this Declaration, other than this Article, 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 fifty-one percent (51%) of the owners in the Pine Lakes Ranch, and such an amendment shall be effective upon its recordation with the Valley County Recorder.

C. Notwithstanding any other provisions of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the mortgagee or beneficiary under any recorded mortgage or deed of trust, upon a Block made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust such Block shall remain subject to this Declaration as amended.

Section 8.03 NOTICES. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of 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, to 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.

Section 8.04 INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Pine Lakes Ranch. This Declaration shall be construed and governed under the laws of the State of Idaho.

Section 8.05 ENFORCEMENT AND NON-WAIVER.

A. Right of Enforcement. Except as otherwise provided herein, any owner of any Block within the Pine Lakes Ranch shall have the right to enforce any or all of the provisions of the Pine Lakes Ranch Restrictions upon any property within the Pine Lakes Ranch and the owners thereof.

B. Violations and Nuisance. Every act or omission

whereby any provision of the Pine Lakes Ranch 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 Grantor or the Association or any owner or owners of tracts within the Pine Lakes Ranch.

However, any other provisions to the contrary notwithstanding, only Grantor, the Association, the Board or the duly authorized agents of any of them, may enforce by self-help any of the provisions of the Pine Lakes Ranch Restrictions, and only if such self-help is preceded by reasonable notice to the owner.

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

D. Remedies Cumulative. Each remedy provided by the Pine Lakes Ranch Restrictions is cumulative and not exclusive.

E. Non-Waiver. The failure to enforce any of the provisions of the Pine Lakes Ranch 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.

Section 8.06 CONSTRUCTION.

A. Restrictions Construed Together. All of the provisions of the Pine Lakes Ranch Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of the Pine Lakes Ranch as set forth in the preamble of this Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of the Pine Lakes Ranch 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 or any other provision.

C. 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.

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

Section 8.07 LIFE ESTATE. For their natural lives, the Halls, and each of them, shall have all of the rights and privileges of an owner hereunder, without being an owner herein, save and except that they shall have no vote herein nor shall they share in any funds of the Association, nor shall they be liable for any assessments hereunder.

Section 8.08 RIGHTS AND OBLIGATIONS OF OWNERS OF DIVIDED BLOCKS. In the event that a Block is divided as hereinabove permitted in Section 3.01, the following shall apply:

(1) The Exclusive lands (homesite) in each parcel of such divided Block shall be limited to one half acre.

(2) The owner of each parcel of a divided Block shall have one half vote in the Home Owners Association.

(3) The owner of each parcel of a divided Block shall be a member of the Home Owners Association and shall have and enjoy one half the benefits appertaining to such Block and shall be subject to one half of the obligations thereof.

(4) Unpaid penalties, assessments, late charges and other sums that may be owing by a parcel owner shall become a lien only upon such parcel to which the same applies.

(5) Except as in this section provided, the provisions of this Declaration shall apply.

Section 8.09 DEDICATION OF ROADS. The Home Owners Association and the Grantor, each with or without the concurrence of the other, shall have the right to dedicate the private road, more particularly described on the official plat of the Pine Lakes Ranch, to the use and benefit of the public and transfer title to the same to Valley County or other appropriate political subdivision of the State of Idaho.

The Grantor shall have the exclusive right to dedicate to the use of the public and transfer title to the future road right of way easement, described on said official plat, to Valley County or other appropriate political subdivision of this State.

Section 8.10 ANNEXATION. Grantor may at any time or from time to time during a period up to and including December 31, 1980, add to the property which is covered by this Declaration all or any portion of the land then owned by Grantor located in the County of Valley, limited to a maximum of 150 acres which is adjacent and contiguous to premises herein described.

Upon the recording of a notice of addition of territory containing the provisions set forth herein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of Pine Lakes Ranch, and thereafter the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land and the rights, privileges, duties and liabilities of the Owners within the added land shall be the same as in the case of the original land.

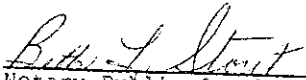
The notice of additional territory referred to herein shall contain the following provisions:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof, and the book or books of the Records of Valley County, Idaho, and the page numbers where this Declaration is recorded;
- B. A statement that the provisions of this Declaration shall apply to the added land as set forth herein; and
- C. An exact description of the added land.

STATE OF IDAHO)
) ss.
County of Valley)

On this 26th day of September, 1974, before me the undersigned Notary Public in and for said State, personally appeared ARTHUR A. HALL and ETHEL M. HALL, husband and wife, known 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 Idaho
Residing at Cascade, Idaho

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____, 1974, before me, the under-
signed Notary Public in and for said State, personally appeared

known 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 Idaho
Residing at _____, Idaho

Exhibit "A"

Tract No. 1. All that part of the following described land lying South and Westerly from Idaho State Highway No. 55 as presently located, and Easterly from the right of way of the Oregon Short Line Railroad as presently located;

The South Half of the South Half of the Northwest Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirty-six (36); the Southwest Quarter (SW $\frac{1}{4}$) of Section 36; all in Township Fifteen (15) North, Range Three (3) East of the Boise Meridian; the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$), the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section One (1); the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section One (1); the South Half of the North Half (S $\frac{1}{2}$ N $\frac{1}{2}$) and the North Half of the South Half (N $\frac{1}{2}$ S $\frac{1}{2}$) of Section Two (2); all in Township Fourteen (14) North, Range Three (3) East of the Boise Meridian.

Subject to exceptions and reservations contained in patents from the United States.

Subject to a right of way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States.

Subject to the provisions of Section 47-701, Idaho Code, reserving to the State all mineral rights in lands sold subsequent to the 8th day of May, 1923.

Subject to reforestation law of the State of Idaho.

SAVE AND EXCEPT a tract of land not to exceed 15 acres in the Southwest Quarter (SW $\frac{1}{4}$) of Section 36, Township 15 North, Range 3 East Boise Meridian, reserved to Sellers.

Tract No. 2. A permanent easement to use any non-flooded portion of that portion of the South Half of the North Half and the North Half of the South Half of Section 7, Township 14 North, Range 3 East, B.M., lying West of the right of way for the re-located McCall Branch of the Union Pacific Railroad for farming and grazing purposes and as a means of access to water for stock water purposes whenever the said premises are not flooded by reservoir water or only partially flooded thereby:

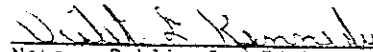
Subject to the terms and conditions set forth in that certain Land Purchase Agreement dated December 31, 1946, between W. F. Hall and Mae Hall, husband and wife, as Vendors and the United States of America, which agreement is recorded in Book 7 of Miscellaneous, at page 129, in the office of the Recorder of Valley County, Idaho, which terms and conditions are hereby referred to and made a part hereof as if fully set forth at length herein.

The right of way of the Oregon Short Line Railroad referred to in Tract No. 1, and the right of way of the Union Pacific Railroad referred to in Tract No. 2, is one and the same right of way.

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of September, 1974, before me the undersigned Notary Public in and for said State, personally appeared ROBERT J. DUNCAN, known to me to be the President of Western National Corporation, who executed the within instrument, and acknowledged to me that such corporation executed the same.

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




Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of September, 1974, before me the undersigned Notary Public in and for said State, personally appeared FRED K. O'BRIEN, known to me to be the President of Daagco Development, Inc., who executed the within instrument, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho
Residing at Boise, Idaho

IN WITNESS WHEREOF, Grantor and Arthur A. Hall and Ethel M. Hall, husband and wife, have executed this Declaration the day and year first above written.

Attest:

Carol Jean Miller
Secretary

WESTERN-DAAGCO

Western National Corporation

By Robert J. Dancer
President

Attest:

James C. Brown
Secretary

Daagco Development, Inc.

By J. S. K. Brown
President

Arthur A. Hall
Arthur A. Hall

Ethel M. Hall
Ethel M. Hall

EXHIBIT "I"

ARTICLES OF INCORPORATION

OF

THE PINE LAKES RANCH HOME OWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, each being a natural person of full age and a citizen of the United States of America, have voluntarily and do hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of Idaho, Idaho Code, Title 30, Chapter 1, Section 117A. We do hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is: THE PINE LAKES RANCH HOME OWNERS ASSOCIATION, INC.

ARTICLE II

The period of existence and the duration of the life of this corporation shall be perpetual.

ARTICLE III

This corporation shall be a non-profit membership corporation.

ARTICLE IV

The location and post office address of the registered office of this corporation shall be Cascade, Valley County, Idaho.

ARTICLE V

This corporation is formed for the purpose of fulfilling the obligation of and performing the duties as provided in the Declaration of Protective Covenants, Conditions and Restrictions of Pine Lakes Ranch, dated July 26, 1974, and recorded in the office of the Recorder of Valley County, Idaho, as Instrument No. _____, (hereinafter referred to as said Declaration).

ARTICLE VI

(1) The nature of the business and the object and purpose of this corporation shall be as follows:

This corporation (hereinafter referred to as the Association) shall be the Home Owners Association as provided in said Declaration described in Article V above, and

such Association shall have the power to have, exercise and enforce all rights and privileges, and to assume, incur, and discharge all duties, obligations and responsibilities as provided for in said Declaration as such Declaration is originally executed or, if amended, as amended.

(2) In order to carry out the foregoing, and strictly limited thereto, where not inconsistent with Title 30, Idaho Code, the corporation shall have the following powers:

(a) The authority set forth in Title 30 of the Idaho Code relating to the organization and conduct of general business corporations.

(b) To buy, sell, acquire, hold or mortgage, or enter into security agreements, pledge, lease, assign, transfer, trade and deal in and with all kinds of personal property, goods, wares and merchandise of every kind, nature and description.

(c) To buy, sell, lease, let, mortgage, exchange or otherwise acquire or dispose of lands, lots, houses, buildings and real property, easements, hereditaments and appurtenances of all kinds and wheresoever situated and of any interest and rights therein, to the same extent as natural persons might or could do, and without limit as to amount.

(d) To borrow money, to draw, make, accept, enforce, transfer and execute promissory notes, debentures and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, deliver, mortgage and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this corporation.

(e) To have one or more offices to carry on all or any part of its operations and business, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein named, or which shall at any time appear conducive or expedient for the protection or benefit of the Association, and which now or hereafter may be authorized by law.

(f) The foregoing clauses are to be construed both as objects and powers. As hereby expressly provided, an enumeration herein of the objects, powers and purposes shall not be held to restrict in any manner the general powers of the corporation. The corporation shall have the power to do all acts that are necessary and convenient to obtain the objects and purposes herein set forth to the same extent and as fully as any natural person could or might do, within the framework of these Articles of Incorporation, and the general corporation laws of the State of Idaho.

ARTICLE VII

MEMBERSHIP CERTIFICATES, VOTING POWER, AND DETERMINATION OF PROPERTY RIGHTS AND INTERESTS

Section 1. Membership Certificate. Each member shall be en-

titled to receive a certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the Association.

Section 2. Membership.

A. Qualifications. Each owner of a tract, and each condominium project as described in said Declaration, 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.

B. Transfer of Membership. The Association membership of each owner shall be appurtenant to said tract or condominium project and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said tract or condominium project, and then only to the transferee of title to said tract or condominium project. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said tract or condominium project shall operate automatically to transfer said membership to the new owners thereof.

Section 3. Voting.

A. Members shall be owners and shall be entitled to one vote for each tract owned. The owner of each tract may, by notice to the Association, designate a person (who need not be an owner) to exercise the vote for such tract. Said designation shall be revocable at any time by notice to the Association by the owner. Such powers of designation and revocation may be exercised by the guardian of an owner's estate by his executor or administrator where the latter's interest in said property is subject to administration in his estate.

B. Joint Owner Disputes. The vote for each such tract shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain tract, it will thereafter be conclusively presumed for all purposes that he or they were acting

with the authority and consent of all other owners of the same tract.

C. Cumulative Voting. In any election of the members of the Board, every owner entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidate receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

D. Transfer of Voting Right. The right to vote may not be severed or separated from the ownership of the tract to which it is appurtenant, except that any owner may give a revocable proxy, or may assign his right to vote to a lessee or beneficiary of the tract for the term of the lease or Deed of Trust, and any sale, transfer or conveyance of such tract to a new owner or owners shall operate automatically to transfer the appurtenant vote to the new owner, subject to any assignment of the right to vote to a lessee or beneficiary as provided herein.

ARTICLE VIII

Each member shall be liable for the payment of assessments provided for in the Declaration and for the payment and discharge of the liabilities of the corporation as provided for in the Declaration.

ARTICLE IX

The By-Laws of this corporation may be altered, amended, or new By-Laws adopted by any regular or any special meeting of the corporation called for that purpose by the affirmative vote of two-thirds (2/3) of the members present at such meeting, except as may otherwise be limited by the Declaration of Protective Covenants, Conditions and Restrictions herein above referred to.

ARTICLE X

For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the corporation and the members

thereof including the liability of the members for the payment of assessments, the By-Laws may incorporate by reference the provisions of the Declaration recorded in Valley County, State of Idaho, provided that a true and correct copy of such Declaration is attached to and made a part of the By-Laws of the corporation.

ARTICLE XI

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The original Board of Directors shall be three; provided, however, the By-Laws of the Association may provide for an increase or decrease in their number, provided that the number of directors shall not be greater than nine or less than three.

ARTICLE XII

The names and post office address of the incorporators and membership of each are as follows:

<u>Name</u>	<u>Address</u>	<u>Membership</u>
-------------	----------------	-------------------

IN WITNESS WHEREOF, We have hereunto set our hands and seals
this _____ day of _____, 1974.

EXHIBIT "II"

BY-LAWS

OF

PINE LAKES RANCH HOME OWNERS ASSOCIATION, INC.

ARTICLE I.

Offices

The principal office of the Association shall be in Cascade, Valley County, State of Idaho. The Association may have such other offices, either within or without the State of Idaho, as the Board of Directors may determine, or the affairs of the Association may require from time to time.

ARTICLE II.

Board of Directors

1. GENERAL POWERS: The property, business and affairs of the Association shall be controlled and managed by the Board of Directors.

2. NUMBER: The Board of Directors shall originally consist of three (3) members and may be changed from time to time by the members of the corporation, and determined at a meeting called expressly for such purpose; provided, however, that a reduction in the number of directors by amendment of these By-Laws shall not have the effect of reducing the term of an incumbent director.

3. QUALIFICATIONS: ELECTION: TERM: Directors need not be members of the Association and shall be elected by the members at their annual meeting. At each election for directors, each member entitled to vote shall have the right to cast for any one or more nominees for director a number of votes equal to the number of votes which attach to his membership pursuant to the Articles of Incorporation, multiplied by the number of directors to be elected. The directors, except as otherwise in these By-Laws provided, shall hold office for a period of two (2) years until their respective successors shall have been elected, except that at the first elec-

tion of directors, two (2) directors shall be elected for one year, and three (3) directors for two (2) years.

4. REMOVAL: RESIGNATION: Any director may be removed, with or without cause, by a vote of two-thirds (2/3) of the total number of votes entitled to be cast by the members of the Association at a meeting called for that purpose. Any director may resign by submitting a written notice to the Board of Directors stating the effective date of his resignation, and acceptance of the resignation shall not be necessary to make it effective.

5. VACANCIES: Any vacancy occurring on the Board of Directors, whether by removal, resignation, death or otherwise, shall be filled by majority of the remaining directors, though less than a quorum of the Board. A director elected to fill a vacancy of the Board of Directors shall hold office until the next annual election of directors and until his successor is duly elected and qualified.

6. MEETING: There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings to be held at such other places and at such other times as it may determine from time to time. After the establishment of a time and place for such regular meeting, no further notice thereof need be given. Special meetings of the Board may be called by the President or upon written request delivered to the Secretary by any two (2) directors.

7. NOTICES: WAIVER: Five (5) days notice of special meetings shall be given to each director by the secretary-treasurer. Such notice may be given orally, in person, or in writing served on or mailed or telegraphed to each director. Written waiver of notice signed by, or attendance at a meeting of the Board of Directors by a director shall constitute a waiver of notice of such meeting, except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to defects in said notice.

8. QUORUM: VOTE REQUIRED: ADJOURNMENT: At any meeting of the Board of Directors a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. ACTION OF DIRECTORS WITHOUT A MEETING: Any action required to be taken or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors entitled to vote in respect to the subject matter thereof.

ARTICLE III.

Officers

1. GENERAL: The officers of the Association shall be a President, one or more Vice Presidents, and a Secretary-Treasurer, all of whom shall be elected by the Board of Directors to serve at the pleasure of the Board.

2. PRESIDENT: The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall direct, supervise, coordinate and have the general control over the affairs of the Association and shall have the powers generally attributable to the chief executive officer of an Association. The President shall be a director and shall preside at all meetings of the members of the Association.

3. VICE PRESIDENT: A Vice President shall act in place of the President in case of his death, absence, inability or failure to act and shall perform such other duties and have such authority as from time to time delegated to him by the Board or Directors or by the President. The Vice President shall be a director; however, if the Board of Directors shall elect more than one Vice President only one so elected need be a director.

4. SECRETARY-TREASURER: The Secretary-Treasurer shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these By-Laws as required by law, and that the books, reports, and other documents and records of the Association are properly kept and filed. The Secretary-Treasurer shall have charge and custody of, and be responsible for all sorts of securities of the Association. He shall deposit all such funds in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. He shall keep books of account and records of his transactions and of the financial condition of the Association and shall submit such reports thereof as the Board of Directors may from time to time require, and, in general, shall perform all of the duties incident to the office of Secretary-Treasurer and such other duties as may from time to time be assigned to him by the Board of Directors or the President. The Board may appoint one or more assistant secretary-treasurers who may act in the place of the Secretary-Treasurer in case of his death, absence, inability or failure to act.

5. COMPENSATION: Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any officer, agent or employee shall not in and of itself create contractual rights of compensation for services performed by such officer, agent or employee.

6. DELEGATING OF POWERS: In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board may delegate his duties and powers for the time being to any other officer or any director.

ARTICLE IV

Membership Certificates, Voting Power, and Determination of Property Rights and Interest

1. MEMBERSHIP CERTIFICATES: Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the Association.

2. MEMBERSHIP:

A. Qualifications. Each owner of a tract and each condominium project, as described in the Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, recorded in the office of the Recorder of Valley County, Idaho, as Instrument No. _____, 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.

B. Transfer of Membership. The Association membership of each owner (including Grantor) shall be appurtenant to said tract or condominium project, and then only to the transferee of title to said tract or condominium project. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said tract or condominium project shall operate automatically to transfer said membership to the new owner thereof.

3. VOTING:

A. Members shall be owners and shall be entitled to one vote for each tract owned. The owner of each tract may by notice to the Association, designate a person (who need not be an owner) to exercise the vote for such tract. Said designation shall be revocable at any time by notice to the Association by the owner. Such powers of designation and revocation may be exercised by the guardian of an owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate.

B. Joint Owner Disputes. The vote for each such tract shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall

lose their right to vote on the matter in question. If any owner casts a vote representing a certain tract, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same tract.

C. Cumulative Voting. In any election of the members of the Board, every owner entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

D. Transfer of Voting Right. The right to vote may not be severed or separated from the ownership of the tract to which it is appurtenant, except that any owner may give a revocable proxy, or may assign his right to vote to a lessee or beneficiary of the tract for the term of the lease or Deed of Trust, and any sale, transfer or conveyance of such tract to a new owner or owners shall operate automatically to transfer the appurtenant vote to the new owner, subject to any assignment of the right to vote to a lessee or beneficiary as provided herein.

E. Meetings of Owners. There shall be a meeting of the Owners on the 30th day of January of each year at Cascade, Idaho, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the Owners not less than ten (10) nor more than sixty (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 by notice of the Board or by the owners having one-fifth (1/5) of the total votes and delivered to all other owners not less than ten (10) nor more than thirty-five (35) 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. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the owners entitled to vote at least twenty-five percent (25%) of the total votes. 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. Except as otherwise provided herein, any action may be taken at any meeting of the owners upon the affirmative vote of the owners having a majority of the total votes present at such meeting in person or by proxy; provided, however, that the members of the Board may be elected by cumulative voting as provided in Section 6.03 D of said Declaration above described. At each annual meeting the Board shall present a written statement of the Fund established by such Declaration, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each owner. Within ten (10) days after the date set for each annual meeting, the assessment statement shall be delivered to the owners not present at said meeting.

4. NOTICE: WAIVER: Notice of annual and special meetings of the members must be given in writing and must state the date, hour, place of the meeting, and generally describe the nature of the business to be transacted. Such notice shall be delivered personally to, or deposited in the mail, postage prepaid, addressed at the last known address as shown on the books of the Association, to the owners or any one of the co-owners of each membership as shown on the books of the Association and shall be delivered or deposited

in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary-Treasurer in writing of the time, place, and purpose of the meeting in sufficient time to permit the Secretary-Treasurer to give notice to all members in accordance with these By-Laws.

Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting, except to the failure to receive such notice or to defects in the notice.

5. CERTIFICATES HELD: Membership certificates held in estates or trust may be voted by the administrator, executor, guardian, trustee, conservator or receiver thereof without such membership or title to the tract being transferred to said person.

6. CONDUCT OF THE MEETING: The meeting will be conducted by the officers in order of their priority. The order of business shall be a call or the roll, a reading of the notice, and proof of the call, report of officers, report of committees, unfinished business, new business, election of directors and miscellaneous business.

ARTICLE V

Incorporation by Reference to Declaration of Covenants, Conditions and Restrictions

1. Declaration of Covenants, Conditions and Restrictions Incorporated: Pursuant to Article X of the Articles of Incorporation of this Association, the Declaration of Covenants, Conditions, and Restrictions of Pine Lakes Ranch on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. _____, is hereby incorporated by reference and made a part of these by-Laws as if set out in full herein.

ARTICLE VI

Contracts, Conveyances, Checks and Miscellaneous

1. CONTRACTS: The Board of Directors may authorize any office

of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation, or by Declaration of Covenants, Conditions and Restrictions above referred to.

2. CONVEYANCES AND ENCUMBRANCES: Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the President or a Vice President and by the Secretary-Treasurer of the Association.

3. CHECKS: All checks, drafts, notes and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. FISCAL YEAR: The fiscal year or business year of the Association shall begin on the first day of January and end on the last day of December following.

5. RECORDS: The Association shall maintain accurate and correct records, books and accounts of its business and properties, and they shall be kept at such places as is from time to time fixed and designated by the Board of Directors.

6. SEAL: The Board of Directors may adopt an Association seal of such design as may be appropriate.

ARTICLE VII

Amendments

1. BY-LAWS: These By-Laws may be amended, altered or repealed from time to time by a two-thirds (2/3) vote of the membership of the Association which also holds two-thirds (2/3) of the voting power of the Association in accordance with the provisions of Article VII of the Articles of Incorporation at any annual or special meeting, provided that the notice of such meeting states that such amendment, alterations, or repeal is to be considered.

APPROVED AND ADOPTED this _____ day of _____, 197____,
by the undersigned, they being the incorporators of Pine Lakes Land

Home Owners Association, Inc.

APPROVED AND ADOPTED this _____ day of _____, 1974,
by the undersigned, members of the initial Board of Directors of this
Association.

83372

STATE OF IDAHO, }
County of Valley, } ss.

I hereby certify that this instrument
was filed for record at the request of

Jesse Graue
at 10 minutes past 5

o'clock P.M. This 15
day of October 1924

in my office and duly recorded in

Book 1 of Tracts

at Page

J. W. Crutcher
Ex-Officio Recorder

By P. Amable Deputy

Fees \$ 57.50

COMPARED _____

INDEXED-DIRECT _____

INDEXED-INDIRECT _____

DOC. STAMPS AFFIXED \$ _____

86695
11/17/75

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINE LAKES RANCH

Western-Daagco, a copartnership between Daagco Development, Inc., and Western National Corporation, both Idaho Corporations, Grantor, named as Grantor in that certain Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch (hereinafter referred to as said Declaration) recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372, does hereby certify as follows:

1. That less than 80% of the blocks in Pine Lakes Ranch have been sold as of this date;

2. That Grantor, pursuant to the provisions of Article VIII, Section 8.02, of such Declaration has amended said Declaration in the following respects:

(a) That "Owner" as defined in Article I of said Declaration has been amended to read as follows:

OWNER shall mean (1) the person or persons or other legal entity or entities, including Grantor, holding an aggregate fee simple interest in a tract or, as the case may be, (2) the purchaser of a tract under an executory contract of sale, or (3) a condominium project. For the purpose of Article IV only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees and lessees of any Owner and the aggregate of all Owners in a condominium project entitled to a vote therein.

(b) That Section 2.02 Article II has been amended to read as follows:

Section 2.02 FENCING. A maximum of ten percent (10%) of each tract, not to exceed one acre, including the homesite, may be placed under one perimeter fence by the Owner for the exclusive use of Owner, which is defined herein as Exclusive Lands.

Provided, however, that the Owner or Owners of a block or half block upon which condominiums are constructed or to be constructed shall have the right to fence the entire perimeter, or any portion thereof, of such blocks or half blocks so long as such fencing does not encroach upon, block or prohibit the use of private roads, future road rights of way, easements and rights of way, and utility and drainage easements as shown on the official

plat of Pine Lakes Ranch, and so long as such fencing does not encroach upon a strip of land 35 feet in width around and adjacent to the high water marks of either of such lakes constructed upon Pine Lakes Ranch.

(c) Section 3.05, Article III, has been amended to read as follows:

Section 3.05 RESIDENTIAL USE; RENTALS. No residence shall be used for any purpose other than single-family residential purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any tract or condominium project, provided, however, that nothing in this Declaration shall prevent the rental of exclusive lands and condominiums by the Owner thereof for residential purposes, on a short or long term basis but in no event less than 30 days, subject to all the provisions of the Pine Lakes Ranch Restrictions, which shall be deemed a Residential Use.

Provided, however, that each condominium association may maintain offices and facilities for maintenance and administrative personnel and provided further, that rentals of condominium units may be for any term.

3. That such amendments were adopted by Grantor and approved by the written consent of 80% of the members of the Pine Lakes Ranch Home Owners Association, Inc., an Idaho corporation, excluding Western-Daagco, a co-partnership, pursuant to the provisions of Article VIII, Section 8.02.

IN WITNESS WHEREOF, Grantor has executed this amendment this 1st day of October, 1975.

WESTERN-DAAGCO

Western National Corporation

By [Signature]
President

Attest:

[Signature]
Secretary

Daagco Development, Inc.

By [Signature]
President

Attest:

[Signature]
Secretary

Approved:

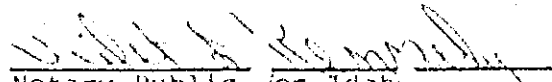
[Signature]
Arthur A. Hall

[Signature]
Ethel M. Hall

STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of Oct., 1975, before me the undersigned Notary Public in and for said State, personally appeared ROBERT J. DUNCAN, known to me to be the President of Western National Corporation, who executed the within instrument, and acknowledged to me that such corporation executed the same.

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

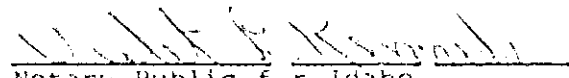


Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of Oct., 1975, before me the undersigned Notary Public in and for said State, personally appeared FRED K. O'BRIEN, known to me to be the President of Daag Development, Inc., who executed the within instrument, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho
Residing at Boise, Idaho

C E R T I F I C A T E

It is hereby certified and this does certify that not less than 80% of the members of the Pine Lakes Ranch Home Owners Association, Inc., an Idaho corporation, excluding Western-Daagco, a co-partnership, approved the Amendment to the Declaration of Covenants, Conditions and Restrictions, as set forth in the Amendment to Declaration of Covenants, Conditions and Restrictions, dated October 1, 1975, to which this Certificate is attached.

Dated this 2nd day of October, 1975.

PINE LAKES RANCH HOME OWNERS ASSOCIATION, INC.

BY Robert J. Duncan
President

ATTEST:

Fred K. O'Brien
Secretary

STATE OF IDAHO)
County of Ada) ss.

On this 2nd day of October, 1975, before me the undersigned Notary Public in and for said State, personally appeared Robert J. Duncan, known to me to be the President of the Pine Lakes Ranch Home Owners Association, Inc., and Fred K. O'Brien, known to me to be the Secretary of the Pine Lakes Ranch Home Owners Association, Inc., who executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Harold Alan Miller
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho

86895

STATE OF IDAHO, }
County of Valley, } ss.

I hereby certify that this instrument
was filed for record at the request of

Western-Daanco

at 55 minutes past 10

o'clock P.M. on 17

day of November 1975

in my office and duly recorded in

book # 1 of Misc.

at Page

J. W. Crutche

Ex-Officio Recorder

By [Signature] Deputy

Fees \$3.00

Box 737, Boise 83701

COPIES _____
INDEXED _____
INDEXED _____
CITY STAMP, AFFIXED _____

89084
8-26-76

DECLARATION OF PRIVATE ROADS
IN
PINE LAKES RANCH ADDITION NO. 2

The undersigned owner and subdividers of Pine Lake Ranch Addition No. 2, the official plat whereof is on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 88264, does hereby certify and declare that the roads in said subdivision are private and that Valley County, Idaho, has no responsibility in connection therewith as to operation, maintenance or upkeep thereof.

This is to further certify that the Pine Lakes Ranch Home Owners Association, Inc., a non profit corporation formed under and by virtue of the laws of the State of Idaho, will be responsible for the maintenance, operation and upkeep of such roads.

IN WITNESS WHEREOF, The Parties have executed this instrument pursuant to due authorization of their Boards of Directors this 16th day of August, 1976.

CENTER IRRIGATION DISTRICT

By W. Hill
President

Attest:

Nanna Gustafson
Secretary

Seller
WESTERN NATIONAL CORPORATION

By Robert J. Duncan
President

Attest:

Clara Ann Miller
Secretary

DAAGCO DEVELOPMENT, INC.

By Frank O'Brien
President

Attest:

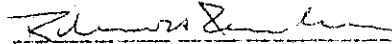
Clara Ann Miller
Secretary

Buyer

STATE OF IDAHO)
) ss.
County of Valley)

On this 25th day of August, 1976, before me the under-
signed Notary Public in and for said State, personally appeared
ARTHUR A. HALL known to me to be the President of Center Irrigation
District, who executed the within instrument and acknowledged to
me that such corporation executed the same.

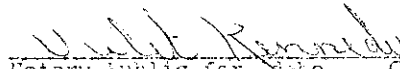
IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.


Notary Public for Idaho
Residing at Cascade, Idaho

STATE OF IDAHO)
) ss.
County of Valley)

On this 10th day of August, 1976, before me the under-
signed Notary Public in and for said State, personally appeared
ROBERT J. DUNCAN, known to me to be the President of Western
National Corporation, and FRED K. O'BRIEN, known to me to be the
President of Daagco Development, Inc., who executed the within
instrument and acknowledged to me that such corporations 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 Idaho
Residing at Cascade, Idaho

83084

STATE OF IDAHO, }
County of Valley, } ss.

I hereby certify that this instrument
was filed for record at the request of

Robert H. Remadine

at No minutes past 1
o'clock P. M. This 21

day of August 1976

in my office and duly recorded in
Sec 1 of Misc

J. W. Cretcher
Ex-Officio Recorder

By R. Remadine Deputy
Recorder

SEARCHED _____
INDEXED _____
SERIALIZED _____
FILED _____
AUG 22 1976
REC. STAMPS APPROX 3

#59E32
10-14-76

SECOND
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINE LAKES RANCH

Western-Daagco, a joint venture between Daagco Development, Inc., and Western National Corporation, both Idaho Corporations, Grantor, named as Grantor in that certain Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch (hereinafter referred to as said Declaration) recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372, as amended October 1, 1975, which amendments are of record as Instrument No. 84695, in the office of the Valley County Recorder, does hereby certify as follows:

1. That less than 80% of the blocks in Pine Lakes Ranch have been sold as of this date;
2. That Grantor, pursuant to the provisions of Article VIII, Section 8.02, of such Declaration, has for the second time amended said Declaration of Protective Covenants, Conditions and Restrictions, as follows:

1. Section 2.02 Fencing is amended as set forth in Exhibit "A" hereto attached and by this reference made a part hereof as if fully set forth at length herein.
2. Section 8.09 Dedication of Roads is amended as set forth in Exhibit "B" hereto attached and by this reference made a part hereof as if fully set forth at length herein.
3. Section 9.10 Annexation is amended as set forth in Exhibit "C" hereto attached and by this reference made a part hereof as if fully set forth at length herein.

3. That such amendments were adopted by Grantor and approved by the written consent of 80% of the members of the Pine Lakes Ranch Home Owners Association, Inc., an Idaho corporation, excluding Western-Daagco, a co-partnership, pursuant to the provisions of Article VIII, Section 8.02.

IN WITNESS WHEREOF, Grantor has executed this Amendment
this 17th day of August, 1976.

WESTERN-DAAGCO
Western National Corporation

By Robert J. Duncan
President

ATTEST:
Carol Jean Miller
Secretary

Daagco Development, Inc.

By Fred K. O'Brien
President

ATTEST:
John E. O'Brien
Secretary

STATE OF IDAHO)
County of Ada) ss.

On this 17th day of August, 1976, before me the undersigned
Notary Public in and for said State, personally appeared ROBERT
J. DUNCAN, known to me to be the President of Western National
Corporation, and FRED K. O'BRIEN, known to me to be the President
of Daagco Development, Inc., who executed the within instrument,
and acknowledged to me that such corporation executed the same.

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

Walter E. Kennedy
Notary Public for Idaho
Residing at Boise, Idaho

Section 2.02 Fencing. In Pine Lakes Ranch not to exceed one acre, including the homesite, may be placed under one perimeter fence by the Owner for the exclusive use of Owner, which is defined herein as Exclusive Lands, except that when a block therein is divided, not to exceed one acre in each half, including the homesite, may be placed under one perimeter fence, for the exclusive use of the owner.

In Pine lakes Ranch addition No.2, and in proposed Pine Lakes Ranch addition No.1, not to exceed one half acre including the homesite may be placed under one perimeter fence by the Owner for the exclusive use of the owner, except that when a block therein is divided, not to exceed one half acre in each half thereof, including the homesite, may be placed under one perimeter fence for the exclusive use of the Owner.

EXHIBIT A

Section 8.09 DEDICATION OF ROADS. The Home Owners Association and the Grantor, each with or without the concurrence of the other, shall have the right to dedicate the private roads more particularly described on the official plat of the Pine Lakes Ranch, the private road easements shown on the official plat of Pine Lakes Ranch Addition No.2, and the private road easements on the proposed plat of Pine Lakes Ranch Addition No.1, to the use and benefit of the public and transfer title to the same to Valley County or other appropriate political subdivision of the State of Idaho.

The Grantor shall have the exclusive right to dedicate to the use of the public and transfer title to the future road right of way easements described on the official plats of Pine Lakes Ranch and Pine Lakes Ranch Addition No.2, and as described in the proposed plat of Pine Lakes Ranch Addition No.1, to Valley County, or other appropriate political subdivision of this State.

Section 8.10 ANNEXATION. Grantor may at any time or from time to time during a period up to and including December 31, 1980, add to the property which is covered by this Declaration all or any portion of the land then owned by Grantor located in the County of Valley, limited to a maximum of 165 acres which is adjacent and contiguous to premises herein described. Thereafter only lands owned by the Association may be added to the property covered by this Declaration.

Upon the recording of a notice of addition of territory containing the provisions set forth herein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of Pine Lakes Ranch, and thereafter the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land and the rights, privileges, duties and liabilities of the Owners within the added land shall be the same as in the case of the original land.

The notice of additional territory referred to herein shall contain the following provisions:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the book of the Records of Valley County, Idaho, and the page numbers where this Declaration is recorded;
- B. A statement that the provisions of this Declaration shall apply to the added land as set forth herein; and
- C. An exact description of the added land.

89632

STATE OF IDAHO, }
County of Valley, } ss

I hereby certify that this instrument
was filed for record at the request of

Robert N. Remaker

at 36 minutes past 2

o'clock P on the 14

day of Oct 1926

in my office and duly recorded in

Deed 1 1

J. W. Custer

Ex Officio Recorder

By R. Remaker

Fees \$6.00

COUNTY CLERK _____
INDEXED _____
INDEXED IN BOOK _____
REC. STAMPS AS FOLLOWS _____

CERTIFICATE

THIS IS TO CERTIFY that no less than 80% of the members of the Pine Lakes Ranch Home Owners Association, Inc., an Idaho Corporation, excluding Western-Daagco, a joint venture, approve the amendments to the Declaration of Protective Covenants, Conditions and Restrictions of Pine Lakes Ranch, dated October 1, 1974, as amended October 1, 1975, as set forth in the Second Amendment to Declaration of Protective Covenants, Conditions, and Restrictions, dated August 17, 1976, to which this certificate is attached.

Dated this 14th day of ^{October} ~~August~~, 1976.

PINE LAKES HOME OWNERS
ASSOCIATION, INC.

Robert J. Duncan
President

ATTEST:

Fred K. O'Brien
Secretary

STATE OF IDAHO)
County of Ada)

On this 14th day of ^{October} ~~August~~, 1976, before me the undersigned Notary Public in and for said State, personally appeared Robert J. Duncan, known to me to be the President of the Pine Lakes Ranch Home Owners Association, Inc., and Fred K. O'Brien, known to me to be Secretary of the Pine Lakes Ranch Home Owners Association, Inc., who executed the within instrument and acknowledged to me that such corporation executed the same.

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

David Earl Miller
Notary Public for Idaho
Residing at Boise, Idaho

89633
10-14-76

NOTICE OF SECOND ADDITION OF TERRITORY
AND
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINE LAKES RANCH ADDITION NO. 1

THIS NOTICE OF SECOND ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, hereinafter called "SECOND SUPPLEMENTAL DECLARATION" is made this 14th day of October, 1976, by Daagco Development, Inc., and Western National Corporation, both Idaho Corporations, herein called "Grantor", CALLENDERS, INC., an Idaho Corporation, and BARNARD & COMPANY, an Idaho Corporation,

RECITALS

A. Callenders, Inc., an Idaho Corporation, is the owner of the real property situate in Valley County, Idaho, more particularly described as follows, to-wit:

The South Half of the Southeast Quarter
(S $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{4}$) of Section 2, Township 14 North,
Range 3 East, B.M.,

which real property is subject to that certain Real Estate Contract dated September 14, 1972, wherein Callenders, Inc., is Seller and Barnard & Company, an Idaho Corporation is Buyer; and that said real property is further subject to that certain Contract of Sale of Real Property dated June 24, 1976, wherein said Barnard & Company, an Idaho Corporation, is the Seller and Daagco Development, Inc., and Western National Corporation, both Idaho Corporations, doing business in connection therewith as WesternDaagco, are the Buyers.

B. Grantor and Arthur A. Hall and Ethel M. Hall, husband and wife, have recorded in the office of the Recorder of Valley County, Idaho, as Instrument No. 83372, a "Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch" hereinafter referred to as said Declaration; which said declaration was amended October 1, 1975, which amendments are of record as Instrument No. 86595 in the office of the Recorder of Valley County, Idaho; and which said declaration was amended for the second time August 17, 1976, which amendments are of record as Instrument No. 89632 in the office of the Recorder of Valley County, Idaho.

C. It is the intent of Grantor, Callenders, Inc. and Barnard & Company to provide that the provisions of said Declaration above referred to as amended, shall apply to the lands described above, all of which lands are included in Pine Lakes Ranch Addition No. 1, the official plat of which is on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 89631.

D. Pine Lakes Ranch No. 2 was heretofore annexed to Pine Lakes Ranch under and by virtue of that certain Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Pine Lakes Ranch Addition No. 2 dated August 9, 1976, and recorded in the office of the Recorder of Valley County, Idaho, as Instrument No. 88965, and is also subject to said Declaration.

E. Callenders, Inc., and Barnard & Company are not members of Pine Lakes Ranch Home Owners Association, Inc., and neither Callenders, Inc., nor Barnard & Company have any responsibility to such association.

F. Callenders, Inc., and Barnard & Company shall not be held responsible to any land owner or his successors in interest or to any member of the Pine Lakes Ranch Home Owners Association, Inc., for the enforcement of said Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, or any amendments thereto.

ARTICLE I

ANNEXATION OF TERRITORY

The parties hereto declare and agree that:

A. This Second Supplemental Declaration and said Declaration as amended, above referred to shall apply to and run with the real property herein described; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein, shall inure to the benefit of and be binding upon the Grantor, Callenders, Inc., and Barnard & Company, their successors in interest, each Owner and his respective successors in interest, and may be enforced by Grantor, Callenders, Inc., and Barnard & Company, by any Owner or his successors in interest, or by the Association hereinafter named.

B. The covenants, conditions and restrictions of said Declaration as amended and this Second Supplemental Declaration shall run until December 31, 2014, unless amended as herein provided. After December 31, 2014, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three-fourths (3/4) of the owners in the Pine Lakes Ranch and Pine Lakes Ranch Addition No. 1 and Pine Lakes Ranch Addition No. 2, and such written instrument is recorded with the Valley County Recorder.

ARTICLE II

THE PINE LAKES RANCH HOME OWNERS ASSOCIATION

Each owner of a Block in Pine Lakes Ranch Addition No. 1, by virtue of being such an owner and for so long as he is such an owner, shall be a member of the Pine Lakes Ranch Home Owners Association, Inc.

IN WITNESS WHEREOF, the parties have executed this instrument pursuant to due authorization of their Boards of Directors as of the day and year first above written.

WESTERN NATIONAL CORPORATION

By Robert J. Duncan
President

ATTEST:

Carol Jean Miller
Secretary

DAAGCO DEVELOPMENT, INC.

By Frank K. O'Brien
President

ATTEST:

Edgar E. O'Brien
Secretary

CALLENDERS, INC.

By Stanley D. Callender
President

ATTEST:

William R. Callender
Secretary

BARNARD & COMPANY

By Richard A. Callender
Vice President

ATTEST:

James M. Miller
Secretary

PINE LAKES RANCH HOME OWNERS
ASSOCIATION, INC.

By Robert J. Duncan
President

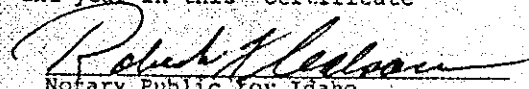
ATTEST:

Frank K. O'Brien
Secretary

STATE OF IDAHO)
)
County of Valley)

On this 14th day of October, 1976, before me the undersigned Notary Public in and for said State, personally appeared FRANK D. CALLENDER, known to me to be the President of Callenders, Inc., who executed the within instrument and acknowledged to me that such corporation executed the same.

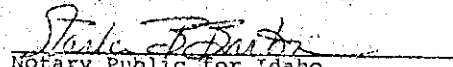
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Cascade, Idaho

STATE OF IDAHO)
)
County of Ada)

On this 14th day of October, 1976, before me the undersigned Notary Public in and for said State, personally appeared RICHARD P. CLARK, known to me to be the Vice President of Barnard & Company, who executed the within instrument and acknowledged to me that such corporation executed the same.

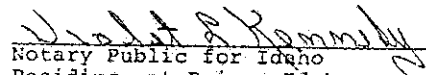
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
)
County of Ada)

On this 14th day of October, 1976, before me the undersigned Notary Public in and for said State, personally appeared ROBERT J. DUNCAN, known to me to be the President of Western National Corporation, and FRED K. O'BRIEN, known to me to be the President of Daagco Development, Inc., who executed the within instrument and acknowledged to me that such corporations 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 Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
County of Ada)

On this 14th day of October, 1976, before me the undersigned Notary Public in and for said State, personally appeared ROBERT J. DUNCAN, known to me to be the President of Pine Lakes Ranch Home Owners Association, Inc., who executed the within instrument and acknowledged to me that such corporation executed the same.

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

Walter A. Kennedy
Notary Public for Idaho
Residing at Boise, Idaho

89633

STATE OF IDAHO, } ss.
County of Valley, }
I hereby certify that this instrument was filed for record at the request of *Robert J. Duncan*
at 37 minutes past 2
o'clock P.M. This 14
day of Oct 1976
in my office and duly recorded in 147 of Three
By *Walter A. Kennedy* Ex-Officio Recorder
Fees \$ 5.00 Deputy

CONFIRMED	3
INDEXED-DIRECT	2
INDEXED-INDIRECT	0
DOC. STAMPS APPLIES \$	

THIRD AMENDMENT TO
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINE LAKES RANCH

That certain Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372, as the same has been amended by Amendment dated October 1, 1975, and by Second Amendment dated August 17, 1976, is hereby further amended as follows:

1. Section 4.03 A is hereby amended to read as follows:

"Members shall be owners and the number of votes a member may cast shall depend upon the number of acres within each block, or portion thereof, which the members may own, as follows:

The owner of a block in Pine Lakes Ranch shall have four (4) votes for each block owned, there being 52 blocks in Pine Lakes Ranch, except that in the event a block therein is divided as provided in Article III of said Declaration, the votes for such block shall be divided and the owner of each half thereof shall have two (2) votes.

Each condominium project in Pine Lakes Ranch shall have four (4) votes.

The owner of a block in Pine Lakes Ranch Addition No. 2, in which there are 17 blocks, and in Pine Lakes Ranch Addition No. 1, in which there shall be 15 blocks, when the official plat thereof has been filed, shall have two (2) votes for each block owned except that in the event a block therein is divided as provided in said Article III of said Declarations, the votes for such block shall be divided and the owner of each half thereof shall have one (1) vote.

The owner of each block may, by notice to the Association, designate a person (who need not be an owner) to exercise the vote for such block. Said designation shall be revocable at any time by notice to the Association by the owner. Such powers of designation and revocation may be exercised by the guardian of an owner's estate by his executor or administrator where the latter's interest in said property is subject to administration in his estate."

2. The first sentence of Section 4.03 C. is hereby amended to read as follows:

"There shall be a meeting of the owners on the 1st day of November of each year at Cascade, Idaho, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the Owners not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting."

3. Section 4.08 is hereby deleted in its entirety.

The undersigned certify that more than eighty percent (80%) of the blocks of Pine Lakes Ranch have been sold, and that the above amendments were approved by the vote or written consent of at least fifty-one percent (51%) of the owners in the Pine Lakes Ranch, in accordance with Section 8.02 B.

IN WITNESS WHEREOF, the undersigned have executed this document this 27th day of February, 1992.

PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

By: Robin Wick
President

Attest: Allen D. Miles
Secretary

STATE OF IDAHO)
Ada :ss.
County of ~~Blaine~~)

On this 27th day of February, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Robie Winkle, and Helen Miller, known or identified to me to be the President and Secretary, respectively, of the PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC., the corporation that executed the above instrument, or the persons who executed the above instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Janice L. Esten
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 2-2-98

MAR 15 10 43 AM '92
TYPE A
VALLEY
DR. *Janice L. Esten*
FEE \$9.00

REQUESTED BY: *Robie Winkle*
RECORDED

186329

215658
1-3-96

REC'D
JAN 3 1996
Valley County
215658

NOTICE OF ADDITION OF TERRITORY TO
PINE LAKES RANCH ROAD SYSTEM

This Notice of Addition of Territory to Pine Lakes Ranch Road System is made this 3 day of Jan, 1996, by Pine Lakes Ranch Homeowners Association, Inc., an Idaho corporation, hereinafter referred to as the "Association".

RECITALS

A. This Notice of Addition of Territory to Pine Lakes Ranch Road System is made pursuant to Section 8.10, as amended, of the Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, which grants to the Pine Lakes Ranch Homeowners Association, Inc. the right to add lands owned by the Association to the property which is covered by the Declaration of Covenants, Conditions and Restrictions.

B. The Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, hereinafter referred to as the "Declaration", was recorded in the office of the recorder of Valley County, Idaho, as Instrument No. 83372. Said Declaration was amended October 1, 1975, which Amendments are of record as Instrument No. 86695, records of Valley County, Idaho, and which said Declaration was amended for a second time on August 17, 1976, which Amendments are of record as Instrument No. 89632, records of Valley County, Idaho, and which said Declaration was amended for the third time on March 18, 1992, which Amendments are of record as Instrument No. 186329, records of Valley County, Idaho.

C. Pine Lakes Ranch Homeowners Association, Inc., an Idaho corporation, is the owner of the real property situate in Valley County, Idaho, more particularly described on the attached Exhibit "A", and Tract 1 and Tract 2, which are incorporated herein by reference.

D. It is the intent of the Association to provide that the provisions of said Declaration above-referred to, as amended, shall apply to the lands described above.

E. The Board of Directors of Pine Lakes Ranch Homeowners Association, Inc., approved and authorized the annexation of that certain road known as the railroad right-of-way into the subdivision road system, with the road to be maintained as a subdivision road, by a resolution duly adopted at a meeting held on October 22, 1995.

ANNEXATION OF TERRITORY

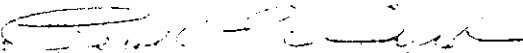
A. Pine Lakes Ranch Homeowners Association, Inc. hereby declares and gives notice that the lands described above shall be annexed to Pine Lakes Ranch Road System and that the Covenants, Conditions and Restrictions contained in the Declaration, as amended, shall apply to the added land in the same manner as if it were originally covered by said Declaration and originally constituted a portion of Pine Lakes Ranch, and thereafter the rights, privileges, duties and liabilities of the Declaration, as amended, with respect to the added land shall be the same as with respect to the original land and previously annexed land and the rights, privileges, duties and liabilities of the owners shall be the same as in the case of the original land.

B. Said additional territory and land referred to above shall constitute a part of the private road system of the subdivision and the Association shall repair and maintain the same, pursuant to the duties and obligations imposed by said Declaration, and shall be empowered to include repair and maintenance expenses as part of Association assessments upon owners, as provided in said Declaration.

C. The Association shall have the right, pursuant to Section 8.09 of the Declaration, as amended, to dedicate the land described above, which constitutes a private road, to the use and benefit of the public and to transfer title to the same to Valley County or other appropriate political subdivision of the State of Idaho.

IN WITNESS WHEREOF, the Association has executed this instrument pursuant to due authorization of its Board of Directors as of the day and year first above written.

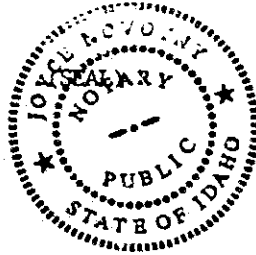
PINE LAKES RANCH HOMEOWNERS
ASSOCIATION, INC.

By: 
President

STATE OF IDAHO)
)
County of Valley)

On this 3 day of January, 1996, before me, the under-
signed, a Notary Public in and for said State, personally appeared
Herald C. Winkler, known to me to be the President of PINE
LAKES RANCH HOMEOWNERS ASSOCIATION, INC., and acknowledged to me that
said Corporation executed the same.

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



Jane Novaty
Notary Public for Idaho
Residing at: Cascade, Idaho
My Commission Expires: 96

TRACT 1
Take part of Tract No. 9, containing in all one and 47/100 (1.47) acres, more or less, lying and being in Sections two (2) and eleven (11), Township fourteen (14) North, Range three (3) East, Boise Meridian, more particularly described as follows: A strip of land one hundred (100) feet in width, being fifty (50) feet on each side, measured at right angles to, or radially from, the following described centerline: Beginning at the point of intersection of said centerline with the East boundary line of the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section eleven (11), which point is located South 89°29' East a distance of 1.124 feet and thence North a distance of 1.515 feet from the Southwest corner of said Section eleven (11); thence North 13°41' West a distance of 614.0 feet; thence along the arc of a 6° curve to the right a distance of 480.28 feet; thence North 17°08' East a distance of 2,006.90 feet; thence along the arc of a 4° curve to the left a distance of 186.15 feet; thence North 01°41' East a distance of 192.27 feet to the point of intersection with the North boundary line of said Section eleven (11), which point bears South 89°28' East a distance of 1,645.8 feet from the Northwest corner of said Section eleven (11); thence continuing North 01°41' East a distance of 506.47 feet; thence along the arc of a 6° curve to the right a distance of 751.61 feet; thence North 46°54' East a distance of 133.22 feet to the point of intersection with the North boundary line of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section two (2), which point is located North a distance of 1,332 feet and thence South 89°11' East a distance of 2,130 feet from the Southwest corner of said Section two (2), said strip of land being included between two boundary lines parallel to said centerline and distant as aforesaid, and extended or shortened so as to intersect the East boundary line of the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section eleven (11) and the North boundary line of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section two (2).

Excepting therefrom any portion of the above described strip of land lying within the West $\frac{1}{4}$ of the West $\frac{1}{4}$ of Section 11, and within the West $\frac{1}{4}$ of the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 11.

Also excepting therefrom any portion of the above described strip of land lying westerly of the United States boundary line which bears N. 00°24'10" E., 1,118.28 feet from the E-W $\frac{1}{4}$ corner on the South boundary line of said Section 2, Township 14 North, Range 3 East, Boise Meridian, Valley County, Idaho.

Tract 2
A tract of land containing eight and 13/100 (8.13) acres, more or less, being portions of the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section two (2), Township fourteen (14) North, Range three (3) East, Boise Meridian, more particularly described as follows: A strip of land one hundred (100) feet in width, being fifty (50) feet on each side, measured at right angles to or radially from the following described centerline: Beginning at the point of intersection of said centerline with the South boundary line of the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section two (2), which point is located North a distance of 1,332 feet and thence South 89°11' East a distance of 2,130 feet from the Southwest corner of said Section two (2); thence North 46°54' East a distance of 15.11 feet; thence Northeasterly along the arc of a 3° curve to the right a distance of 137.78 feet; thence North 87°28' East a distance of 1,402.17 feet; thence Northeasterly along the arc of an 8° curve to the left a distance of 103.75 feet; thence North 17°20' East a distance of 150.24 feet; thence Northeasterly along the arc of a 5° curve to the right a distance of 116.45 feet to the point of intersection with the North boundary line of the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section two (2), which point is located South a distance of 1,328 feet and thence North 89°59' West a distance of 889 feet from the Northeast corner of said Section two (2), said strip of land being included between two boundary lines parallel to said centerline and distant as aforesaid, and extended or shortened so as to intersect the North boundary line of the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and the South boundary line of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section two (2).

233418

6-23-98

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINE LAKES RANCH

That certain Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372, as the same has been amended by Amendment dated October 1, 1975, by Second Amendment dated August 17, 1976, and by Third Amendment dated February 27, 1992, is hereby further amended as follows:

1. Section 3.18 is hereby amended to read as follows:

"Section 3.18 - BUILDING MATERIALS. All exterior walls shall be constructed of wood or wood materials, rock or masonry products, or other products having the appearance and quality of wood, rock or masonry. All exterior walls shall be approved by the Architectural Committee and be consistent with the requirements of Section 6.08."

2. Section 3.19 is hereby amended to read as follows:

"Section 3.19 - FENCES. All fences shall be constructed of wood or wood materials, rock or masonry products, or other products having the appearance and quality of wood, rock or masonry. All fences shall be approved by the Architectural Committee and be consistent with the requirements of Section 6.08."

The undersigned certify that more than eighty (80%) percent of the blocks of Pine Lakes Ranch have been sold, and that the above amendments were approved by the vote or written consent of at least fifty-one (51%) percent of the owners in the Pine Lakes Ranch, in accordance with Section 8.02 B.

IN WITNESS WHEREOF, the undersigned have executed this document this 22nd day of JUNE, 1998.

PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

By: Gerald Winkle
Gerald Winkle, President

Attest: *Roberta Winkle*
Roberta Winkle, Secretary

STATE OF IDAHO)
) ss.
COUNTY OF VALLEY)

On this _____ day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald Winkle and Roberta Winkle, known or identified to me to be the President and Secretary, respectively, of the PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC., the corporation that executed the above instrument, or the persons who executed the above instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Linda Postma
Notary Public for Idaho
Residing at Cascade, Idaho
My Commission Expires 4-19-99



TYPE: *min*
LELAND DELIVERY
VALLEY COUNTY RECORDER
BY: *Carol Stewart*
FEE: _____
48 JUN 23 AM 10 22
REQUESTED BY *Roberta Winkle*
RECORDED

233418

233833
7-13-98

CORRECTED
FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINE LAKES RANCH

Due to an incomplete Notary jurat, this "Corrected Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch" hereby supersedes the "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch" recorded on June 23, 1998 as Instrument No. 233418.

That certain Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372, as the same has been amended by Amendment dated October 1, 1975, by Second Amendment dated August 17, 1976, and by Third Amendment dated February 27, 1992, is hereby further amended as follows:

1. Section 3.18 is hereby amended to read as follows:

"Section 3.18 - BUILDING MATERIALS. All exterior walls shall be constructed of wood or wood materials, rock or masonry products, or other products having the appearance and quality of wood, rock or masonry. All exterior walls shall be approved by the Architectural Committee and be consistent with the requirements of Section 6.08."

2. Section 3.19 is hereby amended to read as follows:

"Section 3.19 - FENCES. All fences shall be constructed of wood or wood materials, rock or masonry products, or other products having the appearance and quality of wood, rock or masonry. All fences shall be approved by the Architectural Committee and be consistent with the requirements of Section 6.08."

The undersigned certify that more than eighty (80%) percent of the blocks of Pine Lakes Ranch have been sold, and that the above amendments were approved by the vote or written consent of at least fifty-one (51%) percent of the owners in the Pine Lakes Ranch, in accordance with Section 8.02 B.

IN WITNESS WHEREOF, the undersigned have executed this

document this 13th day of July, 1998.

PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

By: *Gerald Winkle*
Gerald Winkle, President

Attest: *Roberta Winkle*
Roberta Winkle, Secretary

STATE OF IDAHO)
) ss.
COUNTY OF VALLEY)

On this 13th day of July, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald Winkle and Roberta Winkle, known or identified to me to be the President and Secretary, respectively, of the PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC., the corporation that executed the above instrument, or the persons who executed the above instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Linda Postma
Notary Public for Idaho
Residing at Cascade, Idaho
My Commission Expires 4-19-99

REQUESTED BY
RECORDED

98 JUL 13 AM 11 42

LELAND ALMIRSON
VALLEY COUNTY RECORDER
BY: *[Signature]*
FEE: 6.00

TYPE: *min*

233833

Pine Lakes Ranch Homeowners Association, Inc. Camper Rules

1. It is the intent of this policy to maximize the enjoyment of all PLR property owners while balancing the need for aesthetic preservation and, by inference, optimize property values. The PLR membership welcomes the use and enjoyment of unimproved property by all lot owners. At the same time, full and part time residents reasonably expect preservation of the ranch as one of the finest places to live in Valley County. This policy seeks to balance both needs while maintaining the high standards for which Pine Lakes Ranch is well known.
2. For the purposes of this document, campers are defined as any non-permanent dwelling or shelter, which is not subject to real estate taxes. Examples are, but not limited to, tents, camp trailers, motorhomes, and anything else designed or used to shelter people, animals, or belongings.
3. There shall be a 20 miles-per-hour speed limit on all roads under Pine Lakes Ranch control.
4. Livestock on PLR always have the right-of-way.
5. Motorized vehicles and trailers, including campers, are to be transported only on established roads within the ranch, or on the owner's exclusive lands. Vehicles used to maintain or improve PLR, or in support of the agricultural operations on the ranch, are exempt from this rule.
6. Pine Lakes Ranch Camper Policy.
 - 6.1. On unimproved lots (lots that do not have homes for which a Certificate of Occupancy has been issued), campers may be permitted on the ranch from May 1 to November 1 only, and only when in use, for a maximum stay of 16 days. Each 16-day stay must be separated by 5 days, during which time the camper is to be removed from the ranch.
 - 6.1.1. For construction purposes, use of a temporary structure or camper is to be considered by the PLR board for approval. In no case shall the period during which the temporary structure or camper is approved exceed 2 years. The temporary structure or camper approval, if any, shall be terminated as soon as a Certificate of Occupancy has been issued. It is recommended and encouraged that campers be removed if they will not be used for extended periods during construction, such as during winters.
 - 6.2. On improved lots (lots with homes for which a Certificate of Occupancy has been issued), campers must be stored in an improved location designed for that purpose, consisting, at minimum, of a garage or a carport or pad with, screening, such as a high fence, or substantial landscaping. The Architectural Committee must approve all such screens. The intent is to substantially hide the camper from view of other lots so as to preserve the aesthetic qualities of the neighborhood as required by the CC&Rs.
 - 6.2.1. While in an improved storage location, the camper may be used for temporary lodging of guests without prior PLR Architectural Committee review.
 - 6.2.2. A camper may be removed from its storage location for 5 days for the purpose of cleaning, loading, or maintenance.
 - 6.2.3. If a trailer or camper is to be used for temporary lodging outside of its storage location, the term of the temporary lodging may not exceed 16 days, unless written approval for a longer term has been received from the PLR board. Each 16-day stay must be separated by 5 days during which time the camper is to be removed from the ranch or returned to its storage location or some combination thereof.
7. The PLR Architectural Committee or Board of Directors may consider written requests for exceptions to these rules for unique circumstances, at the discretion of the Board of Directors.

I, Pamela Mann, certify that the above policy was duly adopted by the members of the Pine Lakes Ranch Homeowners' Association present at the annual meeting of the association on November 13, 2001.

Pamela Mann
PAMELA MANN, President

JOEL PICCIONE
Notary Public
State of Idaho
Joel Piccione

Instrument # 259712 My Commission Expires 4-16-07

Pine Lakes Ranch Homeowners Association, Inc. Recreational Vehicle and Watercraft Rules (Non-Camper)

1. It is the intent of this policy to maximize the enjoyment of all PLR property owners while respecting the reasonable expectations of individual property owners, as well as the delicate qualities of our natural setting.
2. This document applies only to non-camper recreational vehicles, including boat and snowmobile trailers. Please refer to the *Pine Lakes Ranch Homeowners Association, Inc. Camper Rules* for motorhomes or other camper style vehicles.
3. There shall be a 20 miles-per-hour speed limit on all roads under Pine Lakes Ranch control.
4. Livestock on PLR always have the right-of-way.
5. Vehicles and boat trailers must be parked at least 200 feet away from the entrance of the boat ramp in order to keep the ramp and driveway clear for loading and unloading.
6. Any recreational vehicle (non-camper) excluding snowmobiles, but including off road or ATVs, is to be operated only on established roads within the ranch, and within established speed limits. Vehicles used to maintain or improve PLR, or in support of the agricultural operations on the ranch, are exempt from this rule.
7. Motorized watercraft are not permitted on the ranch ponds.
8. Pine Lakes Ranch Recreational Vehicle and Watercraft Policy (Non-Camper).
 - 8.1. On unimproved lots (lots that do not have homes for which a Certificate of Occupancy has been issued), recreational vehicles (non-camper) or watercraft may be permitted on the ranch only when in use by the PLR owner or their guest; or coincidental to the parking of a camper in accordance with the *Pine Lakes Ranch Homeowners Association, Inc. Camper Rules*, when seasonable use of the motorized vehicle or watercraft is reasonably possible. In no case may a recreational vehicle (non-camper) or watercraft be stored or parked on any unimproved PLR lot outside of these restrictions.
 - 8.2. On improved lots (lots with homes for which a Certificate of Occupancy has been issued), recreational vehicles (non-camper) or watercraft must typically be stored in an improved location designed for that purpose, consisting, at minimum, of a garage or a carport or pad with screening such as a high fence, or substantial landscaping. The architectural committee must approve all such screens. The intent is to substantially hide the recreational vehicles (non-camper) or watercraft from view of other lots so as to preserve the aesthetic qualities of the neighborhood as required by the CC&Rs. Recreational vehicles (non-camper) or watercraft may be stored on the ranch outside of an improved location as described above only when seasonal conditions would permit its normal use. For example, boats are not permitted to be stored outdoors when Lake Cascade is frozen over or the PLR boat ramp is not reasonably accessible. Snowmobiles are not permitted to be stored outdoors when there is not enough snow on the ground to support reasonable use. The above examples are illustrative only and are not intended to limit the scope of these rules.
 - 8.2.1. A recreational vehicle (non-camper) or watercraft may be removed from its enclosed storage location for 5 days for the purpose of cleaning, loading, or maintenance at any time of year.
9. The PLR Architectural Committee or Board of Directors may consider written requests for exceptions to these rules for unique circumstances, at the discretion of the Board of Directors.

I, Pamela Mann, certify that the above policy was duly adopted by the members of the Pine Lakes Ranch Homeowners' Association present at the annual meeting of the association on November 13, 2001.

Pamela Mann
PAMELA MANN, President

JOEL PICCIONE
Notary Public
State of Idaho
Joel Piccione

My Commission Expires 4-16-07

Instrument # 259713
VALLEY COUNTY, CASCADE, IDAHO
2002-01-14 10:39:06 No. of Pages: 1
Recorded for : PINE LAKES HOMEOWNERS ASSOC
LELAND G. HEINRICH Fee: 3.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORD

279585
1-22-04

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
PINE LAKES RANCH

That certain Declaration of covenants, Conditions and Restrictions of Pine Lakes ranch, recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372, as the same has been amended by Amendment dated October 1, 1975 (Instrument #86695), by Second Amendment dated August 17, 1976 (Instrument #88965), by Third Amendment dated February 27, 1992 (Instrument #186329), and by Fourth Amendment dated July 13, 1998 (Instrument #233833), is hereby further amended as follows:

1. Article VIII - Miscellaneous - is hereby amended to read as follows:

"Section 8.01 TERM. The covenants, conditions and restrictions of this Declaration shall run until december 31, 2014, unless amended as herein provided. After December 31, 2014, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least fifty-one percent (51%) of the votes held by Members of the Association, and such written instrument is recorded with the Valley County Recorder."

2. Article VIII - Miscellaneous, Section 8.02 Amendment - is hereby amended to read as follows:

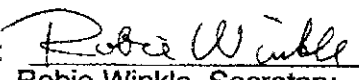
"B. By Owners: After 80% of such blocks have been sold, the provisions of this Declaration, other than this article, may be amended by an instrument in writing of the Association certifying that such amendment has been approved by at least fifty-one percent (51%) of the Votes held by the Members of the Association, and such an amendment shall be effective upon its recordation with the Valley County Recorder."

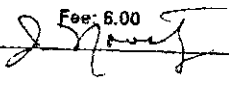
The undersigned certify that more than eighty (80%) percent of the blocks of Pine Lakes Ranch have been sold, and that the above amendments were approved by the vote or written consent of eighty-five (85%) percent of the owners in the Pine Lakes Ranch, in accordance with Section 8.02B.

IN WITNESS WHEREOF, the undersigned have executed this document this 16
day of January, 2004.

PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

By 
Charles A. Chambers, President

ATTEST: 
Robie Winkle, Secretary

Instrument # 279585
VALLEY COUNTY, CASCADE, IDAHO
2004-01-22 09:46:30 No. of Pages: 2
Recorded for: ROBIE WINKLE
LELAND G. HEINRICH Ex-Officio Recorder Deputy Fee: 6.00
Index to: RESTRICTIVE COVENANT 

STATE OF IDAHO }
COUNTY OF VALLEY } ss.

On this 16th day of JANUARY, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles A. Chambers and Robie Winkle, known or identified to me to be the President and Secretary, respectively, of the PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC., the corporation that executed the above instrument, and are the persons who executed the above instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Linda Postma
Notary Public for Idaho
Residing at Cascade, Idaho
My Commission Expires 4-19-05

279586
1-22-04

CERTIFICATION OF
RESOLUTION AMENDING BYLAWS OF
PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

Those certain Bylaws recorded with the Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372 are amended as set forth in Exhibit "A", Page 1, attached hereto and made a part hereof as if fully set forth at length herein.

Said amendment was adopted at the Annual Meeting of Pine Lakes Ranch Homeowners Association, Inc. held on February 27, 1992, and was not recorded in a timely manner. Notice of Annual Meeting of Pine Lakes Ranch Homeowners Association, Inc. of February 27, 1992, is attached hereto as Exhibit "A", Page 2.

The undersigned certifies that the resolution amending the first sentence of Article IV Section E of the Bylaws of Pine Lakes Ranch attached hereto is a true and correct copy of the amendment adopted February 27, 1992.

Dated: This 16 day of January, 2004.

Instrument # 279586
VALLEY COUNTY, CASCADE, IDAHO
2004-01-22 09:47:52 No. of Pages: 3
Recorded for: ROBIE WINKLE
LELAND G. HEINRICH Fee: 9.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORD

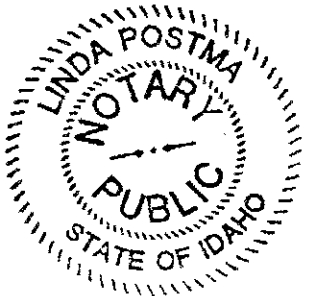
[Signature]

PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

By *[Signature]*
Charles A. Chambers, President

ATTEST:
[Signature]
Robie Winkle, Secretary

Subscribed and sworn to by the President and Secretary, respectively, of said corporation this 16th day of JANUARY, 2004.



[Signature]
Notary Public for Idaho
Residing at Cascade Idaho
My Commission Expires 4-19-05

RESOLUTION AMENDING BYLAWS

OF

PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

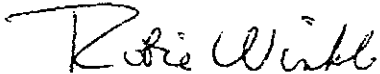
BE IT RESOLVED that the Bylaws of the above-named corporation be amended as follows:

That the first sentence of Article IV Section E be amended to read as follows:

"There shall be a meeting of the Owners on the 1st day of November of each year at Cascade, Idaho, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the Owners not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting."

The above Resolution was adopted by the affirmative vote of two-thirds (2/3) of the members present at the annual meeting of the corporation held on the 27th day of February, 1992, pursuant to notice as attached.

Dated: February 27, 1992



President



Secretary

NOTICE OF ANNUAL MEETING

PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the annual general membership meeting of the PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC., will be held on Thursday, February 27, 1992, at the hour of 7:00 o'clock p.m. of said day in the Selway Room, Red Lion Hotel Downtown, 1800 Fairview Avenue, Boise, Idaho.

DATED this 19th day of January, 1992.

Helen Miller

Helen Miller, Secretary

SPECIAL NOTE:

1) If you are coming to the meeting, please bring the enclosed "Consent to Amend CC&R's and Bylaws" with you.

2) If you are not able to attend the meeting, please return the enclosed "Proxy" and "Consent to Amend CC&R's and Bylaws" to Linda McDougall on the address indicated on the Proxy OR give the Proxy and Consent forms to your designated proxy holder to bring to the meeting.

279587
1-22-04

RESOLUTION AMENDING BYLAWS OF
PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

Those certain Bylaws recorded with the Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372 are amended as follows:

"ARTICLE VII, Amendments. 1. BY-LAWS: The By-Laws of this corporation may be altered, amended, or new By-Laws adopted, by the affirmative vote of seventy-five percent (75%) of the Votes of the Association held by Members who are present or represented by proxy at a properly noticed meeting of the members called for that purpose, and at which a quorum exists."

The above resolution was adopted by the affirmative vote of seventy-eight (78%) percent of the members at the annual meeting of the corporation held on November 9, 2002.

Dated: This 16 day of January, 2004.

Instrument # 279587
VALLEY COUNTY, CASCADE, IDAHO
2004-01-22 09:51:43 No. of Pages: 1
Recorded for : ROBIE WINKLE
LELAND G. HEINRICH Fee: 3.00
Ex-Officio Recorder Deputy J Novak
Index to: MISCELLANEOUS RECORD

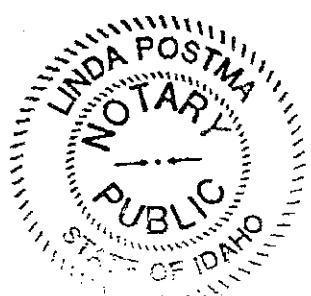
PINE LAKES RANCH HOMEOWNERS
ASSOCIATION, INC.

By [Signature]
Charles A. Chambers, President

ATTEST:

[Signature]
Robie Winkle, Secretary

Subscribed and sworn to by the President and Secretary, respectively, of said corporation this 16th day of JANUARY, 2004.



[Signature]
Notary Public for Idaho
Residing at Cascade, Idaho
Commission exp. 4-19-05

279588
1-22-04

RESOLUTION AMENDING BYLAWS OF
PINE LAKES RANCH HOMEOWNERS ASSOCIATION, INC.

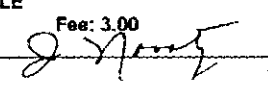
Those certain Bylaws recorded with the Declaration of Covenants, Conditions and Restrictions of Pine Lakes Ranch, recorded in the office of the Recorder of Valley County, Idaho, on the 15th day of October, 1974, as Instrument No. 83372 are amended as follows:

"ARTICLE VII, Amendments. 1. BY-LAWS: The By-Laws of this corporation may be altered, amended, or new By-Laws adopted, by the affirmative vote of at least fifty-one percent (51%) of the Votes held by Members of the Association."

The above resolution was adopted by the affirmative vote of at least seventy-five percent (75%) of the votes of the Association held by Members who were present or represented by proxy at a properly noticed meeting of the members of the corporation held on November 15, 2003.

Dated: This 16 day of January, 2004.

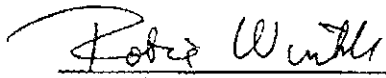
Instrument # 279588
VALLEY COUNTY, CASCADE, IDAHO
2004-01-22 09:51:43 No. of Pages: 1
Recorded for : ROBIE WINKLE
LELAND G. HEINRICH Fee: 3.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORD



PINE LAKES RANCH HOMEOWNERS
ASSOCIATION, INC.

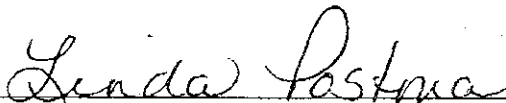
By 
Charles A. Chambers, President

ATTEST:


Robie Winkle, Secretary

Subscribed and sworn to by the President and Secretary, respectively, of said corporation this 16th day of JANUARY, 2004.




Notary Public for Idaho
Residing at Cascade, Idaho
My Commission Expires 4-19-05

281857

FILED EFFECTIVE

ARTICLES OF AMENDMENT
OF

THE PINE LAKES RANCH HOME OWNERS ASSOCIATION, INC. MAR 26 AM 10:20

SECRETARY OF STATE
STATE OF IDAHO

Pine Lakes Ranch Home Owners Association, Inc., a corporation organized and existing under the provisions of Title 30, Chapter 3, Idaho Code (hereinafter called the "corporation"), does hereby certify as follows:

That the following amendment to the Articles of Incorporation of the corporation has been duly adopted in accordance with the provisions of Section 30-3-91, and was adopted by the affirmative vote of 79% of the members at the annual meeting of the corporation held November 9, 2002.

ARTICLE IX of the Articles of Incorporation of the corporation is amended to read as follows:

"ARTICLE IX, the Articles of Incorporation of this corporation may be altered, amended, or new Articles adopted, by the affirmative vote of seventy-five percent (75%) of the votes of the Association held by Members who are present or represented by proxy at a properly noticed meeting of the members called for that purpose, and at which a quorum exists."

Dated: This 16 day of January, 2004.

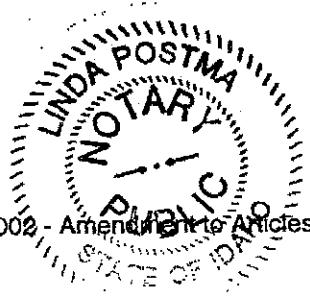
Instrument # 281857
VALLEY COUNTY, CASCADE, IDAHO
2004-04-13 10:28:00 No. of Pages: 1
Recorded for: PINE LAKES RANCH HOMEOWNERS
LELAND G. HEINRICH Fee: 3.00
Ex-Officio Recorder Deputy J. Monty
Index to: MISCELLANEOUS RECORD

PINE LAKES RANCH HOME OWNERS
ASSOCIATION, INC.

BY [Signature]
Charles A. Chambers, President

ATTEST:
[Signature]
Robie Winkle, Secretary

Subscribed and sworn to by the President and Secretary, respectively, of said corporation this 16th day of JANUARY, 2004.



[Signature]
Notary Public for Idaho
Residing at Cascade, Idaho
My Commission Expires 4-19-05

November 9, 2002 - Amendment to Articles of Incorporation

IDAHO SECRETARY OF STATE
03/26/2004 05:00
CK: 11197 CT: 177846 BH: 735657
1 @ 38.00 = 38.00 NON PROF A # 2

050252

281858

ARTICLES OF AMENDMENT FILED EFFECTIVE

OF

THE PINE LAKES RANCH HOME OWNERS ASSOCIATION, INC.

OL MAR 26 AM 10:27
SECRETARY OF STATE
STATE OF IDAHO

Pine Lakes Ranch Home Owners Association, Inc., a corporation organized and existing under the provisions of Title 30, Chapter 3, Idaho Code (hereinafter called the "corporation"), does hereby certify as follows:

That the following amendment to the Articles of Incorporation of the corporation has been duly adopted in accordance with the provisions of Section 30-3-91, and was adopted by the affirmative vote of at least seventy-five percent (75%) of the votes of the Association held by Members who were present or represented by proxy at a properly noticed meeting of the members of the corporation held on November 15, 2003.

ARTICLE IX of the Articles of Incorporation of the corporation is amended to read as follows:

"ARTICLE IX, the Articles of Incorporation of this corporation may be altered, amended, or new Articles adopted, by the affirmative vote of at least fifty-one percent (51%) of the Votes held by Members of the Association."

Dated: This 14 day of January, 2004.

Instrument # 281858
VALLEY COUNTY, CASCADE, IDAHO
2004-04-13 10:28:00 No. of Pages: 1
Recorded for: PINE LAKES RANCH HOMEOWNERS
LELAND G. HEINRICH Fee: 3.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORD

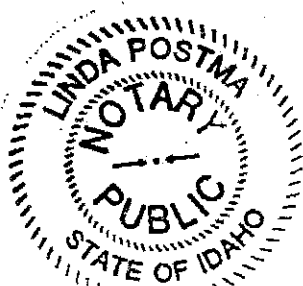
PINE LAKES RANCH HOME OWNERS ASSOCIATION, INC.

BY [Signature]
Charles A. Chambers, President

ATTEST:

[Signature]
Robie Winkle, Secretary

Subscribed and sworn to by the President and Secretary, respectively, of said corporation this 14th day of JANUARY, 2004



[Signature]
Notary Public for Idaho
Residing at Cascade, Idaho
My Commission Expires

IDAHO SECRETARY OF STATE
03/26/2004 05:00
CK: 11197 CT: 177846 BH: 735657
1 @ 30.00 = 30.00 NON PROF A # 3

C50252

Instrument # 322064

VALLEY COUNTY, CASCADE, IDAHO

2007-06-05 01:47:45 No. of Pages: 2

Recorded for : ROBIE WINKLE

ARCHIE N. SANBURY

Fee: 6.00

Ex-Office Recorder Deputy

Index to: MISCELLANEOUS RECORD

**Pine Lakes Ranch Homeowners Association, Inc.
Recreational Vehicle and Watercraft Rules/Policy
(Non-Camper)**

Revised May 19, 2007

It is the intent of this policy to maximize the enjoyment of all PLR property owners while respecting the reasonable expectations of individual property owners, as well as the delicate qualities of our natural setting.

This document applies only to non-camper recreational vehicles, including boats, ATVs, snowmobiles and the trailers used to transport these vehicles. Please refer to the **Pine Lakes Ranch Homeowners Association, Inc. Camper Rules** for motorhomes or other camper style vehicles.

- * There shall be a 20 miles-per-hour speed limit on all roads under Pine Lakes Ranch control.
- * Livestock on PLR always have the right-of-way.
- * Vehicles and boat trailers must be parked at least 200 feet away from the entrance of the boat ramp in order to keep the ramp and driveway clear for loading and unloading.
- * Any recreational vehicle (non-camper), excluding snowmobiles, but including off road or ATVs, is to be operated only on established roads within the ranch and within established speed limits. Vehicles used to maintain or improve PLR, or in support of the agricultural operations on the ranch, are exempt from this rule.
- * Motorized watercraft are not permitted on the ranch ponds.
- * Vehicles and/or trailers may not be parked on the shoulder of a road at any time.

* * * * *

**Pine Lakes Ranch Recreational Vehicle and Watercraft POLICY
(Non-Camper)**

Unimproved Lots

On unimproved lots (lots that do not have homes for which a Certificate of Occupancy has been issued), recreational vehicles (non-camper) or watercraft may be permitted on the ranch only when in use by the PLR owner or their guest, or coincidental to the parking of a camper in accordance with the **Pine Lakes Ranch Homeowners Association, Inc. Camper Rules**, when seasonable use of the motorized vehicle or watercraft is reasonably possible. In no

case may a recreational vehicle (non-camper) or watercraft be stored or parked on any unimproved PLR lot outside of these restrictions.

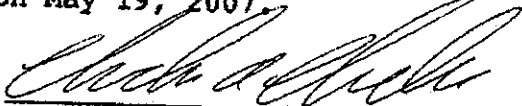
Improved Lots

On improved lots (lots with homes for which a Certificate of Occupancy has been issued), recreational vehicles (non-camper) or watercraft must typically be stored in an improved location designed for that purpose, consisting, at minimum, of a garage, or a carport or pad with screening, such as a high fence or substantial landscaping. **The architectural committee must approve all such screening.** The intent is to substantially hide the recreational vehicles (non-camper) or watercraft from view of other lots so as to preserve the aesthetic qualities of the neighborhood as required by the CC&Rs. Recreational vehicles (non-camper) or watercraft may be stored on the ranch outside of an improved location as described above only when seasonal conditions would permit its normal use. For example, boats are not permitted to be stored outdoors when Lake Cascade is frozen over or the PLR boat ramp is not reasonably accessible. Snowmobiles are not permitted to be stored outdoors when there is not enough snow on the ground to support reasonable use. The above examples are illustrative only and are not intended to limit the scope of these rules. Large enclosed ATV and snowmobile trailers must be screened from view except when being used to transport ATVs or snowmobiles. They may not be left in the open more than 5 days at a time.


* A recreational vehicle (non-camper) or watercraft may be removed from its enclosed storage location for 5 days for the purpose of cleaning, loading, or maintenance at any time of year.
* * * * *

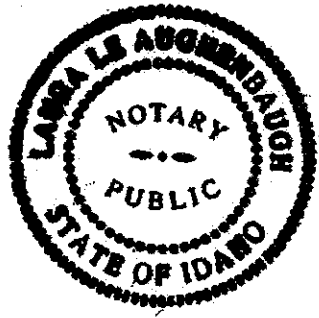
* The PLR Architectural Committee or Board of Directors may consider written requests for exceptions to these rules for unique circumstances.

I, Charles A. Chambers, certify that the above rules/policy were duly adopted by the board of Directors of Pine Lakes Ranch Homeowners' Association on May 19, 2007.


CHARLES A. CHAMBERS, President

Subscribed and sworn to before me
this 29th day of May, 2007.


My commission expires on 9-19-2010



00208CCR



00208CCR

Instrument # 333161

VALLEY COUNTY, CASCADE, IDAHO

7-10-2008 08:55:39 No. of Pages: 3

Recorded for : SHERRY MAUPIN

ARCHE N. BANBURY

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

PINE LAKES RANCH HOMEOWNERS ASSOCIATION
C/O: SHERRY MAUPIN, TREASURER
P.O. BOX 803
CASCADE, IDAHO 83611

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SIXTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE
LAKES RANCH**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE LAKES RANCH, ("SIXTH AMENDMENT") IS MADE TO THOSE CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE LAKES RANCH, RECORDED OCTOBER 15, 1974, AS INSTRUMENT NO. 83372, OFFICIAL RECORDS OF VALLEY COUNTY, IDAHO AS AMENDED FROM TIME TO TIME, AS FOLLOWS:

1. Pursuant to Section 8.02(B) of the Declaration of Covenants, Conditions, and Restrictions, this Sixth Amendment evidences the written consent of Owners of not less than 50.1% of the total number of votes held by the Members of the Pine Lakes Ranch Homeowner's Association, authorizing this Sixth Amendment.

2. Section 3.09 of the Declaration of Covenants, Conditions, and Restrictions is hereby amended and restated in its entirety as follows:

Section 3.09 VIOLATION OF THE PINE LAKES RANCH RULES. There shall be no violation of the Pine Lakes Ranch Rules once adopted by the Board after notice and hearing. If any Owner, his family or any licensee, lessee or invitee violates the Pine Lakes Ranch Rules, the Board may impose a special assessment upon such person of not more than One Hundred (\$100.00) a Dollars a day for each violation and/or may suspend the right of such person to use the Association Properties, under such conditions as the Board may specify, for a period not to exceed ninety (90) days for each violation. Before involving any such assessment or suspension, the Board shall give such person notice of such action and a ten (10) day period to respond to such action in writing. Any

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS - 1

55555.0038.1171418.1

assessment imposed hereunder which remains unpaid for a period of ten (10) days or more, shall become a lien upon the Block or condominium upon the recording of a lien hereunder. Each day that a violation continues to exist after notice and time to respond shall constitute a separate violation for which the above penalties may be imposed.

3. Section 3.18 of the Declaration of Covenants, Conditions, and Restrictions is hereby amended and restated in its entirety as follows:

Section 3.18 – BUILDING MATERIALS. All exterior walls shall be constructed of wood or wood materials, rock or masonry products, or other wood, rock, or masonry products. No metal or vinyl siding shall be allowed. Any and all changes, additions or alterations to the exterior walls shall be approved in writing by the Architectural Committee and be consistent with the requirements of Section 6.08.

4. A new Section 8.11 shall be added and shall read:

SECTION 8.11 ATTORNEY'S FEES. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

5. A new Section 8.12 shall be added and shall read:

SECTION 8.12 MEDIATION. Prior to initiating any lawsuit, the party who seeks to initiate the lawsuit shall notify the other party in writing of such intention. The parties shall meet within thirty (30) days of such written notice, with a mediator, to attempt to mediate and resolve any dispute hereunder. Until the parties meet, neither party shall institute a legal proceeding unless failure to do so would result in material prejudice to such party. In the event the parties are unsuccessful at obtaining resolution, the parties shall have the right to pursue any legal remedy.

6. Capitalized terms not otherwise specifically defined in this Sixth Amendment shall have the meanings as otherwise ascribed to such terms in the Declaration.



00208CCR

Instrument # 348262

VALLEY COUNTY, CASCADE, IDAHO

12-28-2009 01:23:21 No. of Pages: 3

Recorded for: PINE LAKES RANCH HOMEOWNERS

ARCHIE N. SANBURY

Fee: \$9.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

Recording Requested By and
When Recorded Return to:

Pine Lakes Ranch Homeowners Association
P.O. Box 803
Cascade, Idaho 83611

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SEVENTH AMENDMENT
TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF PINE LAKES RANCH**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE LAKES RANCH, ("Seventh Amendment") is made to those certain Declaration of Covenants, Conditions, and Restrictions of Pine Lakes Ranch, recorded October 15, 1974, as Instrument No. 83372, Official Records of Valley County, Idaho as amended from time to time, as follows:

1. Pursuant to Sections 7.04 and 8.02(B) of the Declaration of Covenants, Conditions, and Restrictions, this Seventh Amendment evidences the written consent of Owners of not less than 75% of the total number of votes held by the Members of the Pine Lakes Ranch Homeowner's Association, authorizing this Seventh Amendment. Pursuant to Section 4.03(A) of the Declaration of Covenants, Conditions and Restrictions of Pines Lake Ranch, all Owners are Members of Pine Lakes Ranch Homeowner's Association.

2. The following definition is hereby added to Article 1 of the Declaration of Covenants, Conditions, and Restrictions:

(a) TAX PARCEL shall mean any portion of a Block which has been assigned a tax parcel number by the appropriate taxing authority regardless of whether such Block has been split or further subdivided.

3. Section 4.03(A) of the Declaration of Covenants, Conditions, and Restrictions is hereby amended and restated in its entirety as follows:

(a) Section 4.03(A) VOTING. A. Members shall be an Owner and each Owner shall have one (1) vote for each separate Tax Parcel owned in fee simple regardless of the size of the Tax Parcel. The Owner of each separate Tax Parcel may, by notice to the Association, designate a person (who need not be an Owner) to exercise the vote for such Owner. Said designation shall be revocable at any time by notice to the Association by the Owner. Such powers of designation and revocation may be exercised by the guardian

of an Owner's estate by his executor or administrator where the latter's interest in said property is subject to administration in his estate.

4. Section 7.02 of the Declaration of Covenants, Conditions, and Restrictions is hereby amended as follows:

The word "Block" has been deleted in all instances therein and replaced with the words "Tax Parcel." The following sentence is hereby added to the end of Section 7.02:

Notwithstanding the foregoing, any and all special assessments shall likewise be assessed against each Tax Parcel equally.

5. Capitalized terms not otherwise specifically defined in this Seventh Amendment shall have the meanings as otherwise ascribed to such terms in the Declaration.

6. Except as amended or modified hereby, the Declaration of Covenants, Conditions, and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, this Seventh Amendment, is hereby executed and effective, this 22 day of December, 2009.

DECLARANT:

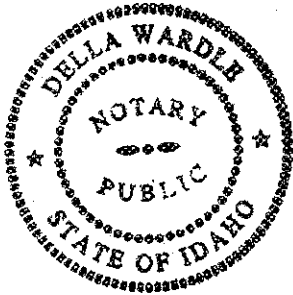
PINE LAKES RANCH HOMEOWNER'S
ASSOCIATION

By: Jim Medonjar
Its: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of December, 2009, before me, Della Wardle, a Notary Public in and for said State, personally appeared JIM MEIDINGER, known or identified to me to be the President of PINE LAKES RANCH HOMEOWNER'S ASSOCIATION, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Della Wardle
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8/28/2012



00208CCR

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

PINE LAKES RANCH HOMEOWNERS ASSOCIATION
P.O. BOX 803
CASCADE, IDAHO 83611

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SIXTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE
LAKES RANCH**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE LAKES RANCH, ("SIXTH AMENDMENT") IS MADE TO THOSE CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE LAKES RANCH, RECORDED OCTOBER 15, 1974, AS INSTRUMENT NO. 83372, OFFICIAL RECORDS OF VALLEY COUNTY, IDAHO AS AMENDED FROM TIME TO TIME, AS FOLLOWS:

1. Pursuant to Section 8.02(B) of the Declaration of Covenants, Conditions, and Restrictions, this Sixth Amendment evidences the written consent of Owners of not less than 50.1% of the total number of votes held by the Members of the Pine Lakes Ranch Homeowner's Association, authorizing this Sixth Amendment.

2. Section 3.09 of the Declaration of Covenants, Conditions, and Restrictions is hereby amended and restated in its entirety as follows:

Section 3.09 VIOLATION OF THE PINE LAKES RANCH RULES. There shall be no violation of the Pine Lakes Ranch Rules once adopted by the Board after notice and hearing. If any Owner, his family or any licensee, lessee or invitee violates the Pine Lakes Ranch Rules, the Board may impose a special assessment upon such person of not more than One Hundred (\$100.00) a Dollars a day for each violation and/or may suspend the right of such person to use the Association Properties, under such conditions as the Board may specify, for a period not to exceed ninety (90) days for each violation. Before involving any such assessment or suspension, the Board shall give such person notice of such action and a ten (10) day period to respond to such action in writing. Any assessment imposed hereunder which remains unpaid for a period

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS - 1

of ten (10) days or more, shall become a lien upon the Block or condominium upon the recording of a lien hereunder. Each day that a violation continues to exist after notice and time to respond shall constitute a separate violation for which the above penalties may be imposed.

3. Section 3.18 of the Declaration of Covenants, Conditions, and Restrictions is hereby amended and restated in its entirety as follows:

Section 3.18 – BUILDING MATERIALS. All exterior walls shall be constructed of wood or wood materials, rock or masonry products, or other wood, rock, or masonry products. No metal or vinyl siding shall be allowed. Any and all changes, additions or alterations to the exterior walls shall be approved in writing by the Architectural Committee and be consistent with the requirements of Section 6.08.

4. A new Section 8.11 shall be added and shall read:

SECTION 8.11 ATTORNEY'S FEES. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

5. A new Section 8.12 shall be added and shall read:

SECTION 8.12 MEDIATION. Prior to initiating any lawsuit, the party who seeks to initiate the lawsuit shall notify the other party in writing of such intention. The parties shall meet within thirty (30) days of such written notice, with a mediator, to attempt to mediate and resolve any dispute hereunder. Until the parties meet, neither party shall institute a legal proceeding unless failure to do so would result in material prejudice to such party. In the event the parties are unsuccessful at obtaining resolution, the parties shall have the right to pursue any legal remedy.

6. Capitalized terms not otherwise specifically defined in this Sixth Amendment shall have the meanings as otherwise ascribed to such terms in the Declaration

7. Except as amended or modified hereby, the Declaration of Covenants, Conditions, and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, THIS SIXTH AMENDMENT, IS HEREBY EXECUTED AND EFFECTIVE, THIS 9th DAY OF MARCH 2010.

DECLARANT:

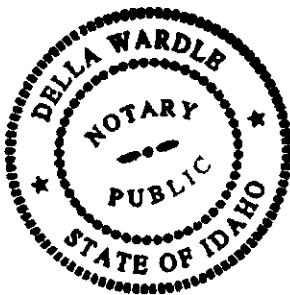
PINE LAKES RANCH HOMEOWNER'S
ASSOCIATION

By: Jim Meidinger
Its: PRESIDENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Meidinger, known or identified to me to be the President of PINE LAKES RANCH HOMEOWNER'S ASSOCIATION, INC, the corporation that executed the above instrument, or the person who executed the above instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Della Wardle
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8/20/2012



00208CCR

Instrument # 351215

VALLEY COUNTY, CASCADE, IDAHO

4-28-2010 12:45:27 No. of Pages: 4

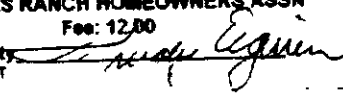
Recorded for : PINE LAKES RANCH HOMEOWNERS ASSN

ARCHE N. BANBURY

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT



**SIXTH AMENDMENT
TO
DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS OF PINE
LAKES RANCH**

THIS SIXTH AMENDMENT IS BEING RERECORDED DUE TO SCRIBNER ERROR IN
SECTION 1 OF THE AMENDEMNT *Recorded as Instrument #350042*

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

PINE LAKES RANCH HOMEOWNERS ASSOCIATION
P.O. BOX 803
CASCADE, IDAHO 83611

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SIXTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE
LAKES RANCH**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE LAKES RANCH, ("SIXTH AMENDMENT") IS MADE TO THOSE CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PINE LAKES RANCH, RECORDED OCTOBER 15, 1974, AS INSTRUMENT NO. 83372, OFFICIAL RECORDS OF VALLEY COUNTY, IDAHO AS AMENDED FROM TIME TO TIME, AS FOLLOWS:

1. Pursuant to Section 8.02(B) of the Declaration of Covenants, Conditions, and Restrictions, this Sixth Amendment evidences the written consent of Owners of not less than 51.0% of the total number of votes held by the Members of the Pine Lakes Ranch Homeowner's Association, authorizing this Sixth Amendment.

2. Section 3.09 of the Declaration of Covenants, Conditions, and Restrictions is hereby amended and restated in its entirety as follows:

Section 3.09 VIOLATION OF THE PINE LAKES RANCH RULES. There shall be no violation of the Pine Lakes Ranch Rules once adopted by the Board after notice and hearing. If any Owner, his family or any licensee, lessee or invitee violates the Pine Lakes Ranch Rules, the Board may impose a special assessment upon such person of not more than One Hundred (\$100.00) a Dollars a day for each violation and/or may suspend the right of such person to use the Association Properties, under such conditions as the Board may specify, for a period not to exceed ninety (90) days for each violation. Before involving any such assessment or suspension, the Board shall give such person notice of such action and a ten (10) day period to respond to such action in writing. Any assessment imposed hereunder which remains unpaid for a period

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS - 1

55555.0038.1171418.1

of ten (10) days or more, shall become a lien upon the Block or condominium upon the recording of a lien hereunder. Each day that a violation continues to exist after notice and time to respond shall constitute a separate violation for which the above penalties may be imposed.

3. Section 3.18 of the Declaration of Covenants, Conditions, and Restrictions is hereby amended and restated in its entirety as follows:

Section 3.18 – BUILDING MATERIALS. All exterior walls shall be constructed of wood or wood materials, rock or masonry products, or other wood, rock, or masonry products. No metal or vinyl siding shall be allowed. Any and all changes, additions or alterations to the exterior walls shall be approved in writing by the Architectural Committee and be consistent with the requirements of Section 6.08.

4. A new Section 8.11 shall be added and shall read:

SECTION 8.11 ATTORNEY'S FEES. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

5. A new Section 8.12 shall be added and shall read:

SECTION 8.12 MEDIATION. Prior to initiating any lawsuit, the party who seeks to initiate the lawsuit shall notify the other party in writing of such intention. The parties shall meet within thirty (30) days of such written notice, with a mediator, to attempt to mediate and resolve any dispute hereunder. Until the parties meet, neither party shall institute a legal proceeding unless failure to do so would result in material prejudice to such party. In the event the parties are unsuccessful at obtaining resolution, the parties shall have the right to pursue any legal remedy.

6. Capitalized terms not otherwise specifically defined in this Sixth Amendment shall have the meanings as otherwise ascribed to such terms in the Declaration

7. Except as amended or modified hereby, the Declaration of Covenants, Conditions, and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, THIS SIXTH AMENDMENT, IS HEREBY EXECUTED AND EFFECTIVE, THIS 26 DAY OF APRIL 2010.

DECLARANT:

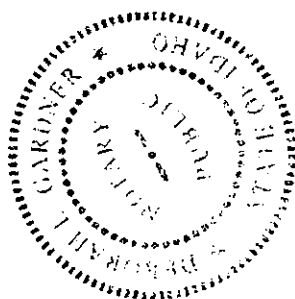
PINE LAKES RANCH HOMEOWNER'S
ASSOCIATION

By: Jim Meidinger
Its: PRESIDENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of April, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Meidinger, known or identified to me to be the President of PINE LAKES RANCH HOMEOWNER'S ASSOCIATION, INC, the corporation that executed the above instrument, or the person who executed the above instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Deborah L. Couch
Notary Public for Idaho
Residing at Boise, ID
My commission expires 1-13-15