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IDAHO PUBLIC
UTILITIES COMMISSION

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Attorneys for Island Park Water Co.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF ISLAND PARK WATER COMPANY'S FAILURE TO COMPLY WITH IDAHO PUBLIC UTILITIES COMMISSION REPORTING AND FISCAL REQUIREMENTS	Case No. ISL-W-23-01 **SECOND AFFIDAVIT OF DOROTHY MCCARTY**

STATE OF IDAHO)
: ss
County of Bonneville)

Dorothy B. McCarty, being first duly sworn upon oath, deposes and states as follows:

1. I am over the age of eighteen (18) years of age and otherwise competent to testify as the to matters contained herein based upon my own personal knowledge.

2. I was appointed by the Island Park Water Company, INC, Board of Directors in July 2011 and subsequently to the position of Managing Director & CFO. See Exhibit A, Memorandum of Island Park Water Company, Inc.

3. The Island Park Water Company, Inc. has no employees.

4. Island Park Water Company, Inc outsources all services required on a consultant or contractual basis.

5. I worked for my father, David E. Benton, P.E. at Benton Engineering for over 45 years

6. My father's firm Benton Engineering designed all of the subdivisions which Island Park Water Company manages or owns

7. I was familiar with the history of the Corporations that developed each of the subdivisions in Island Park, ID.

8. Island Park Water Company, Inc was deeply indebted at the time to David E Benton, P.E. for unpaid fees and loans to water company, which I personally paid, and assumed the loans with agreements these would be paid back by the water company, including accumulating debts for unpaid services provided by McCarty Management Services, LLC..

9. I have made certain all the water license and permits were active for each of the subdivisions. I have a layman's understanding of water rights. Benton Engineering often dealt with water right issues. I have taken Water Law Classes. See Exhibit B, IDWR issued water permits and licenses Island Park Water Company, Inc.

10. I was appointed to serve on the architectural committee for the Protective and Restrictive Covenants for Goose Bay Estates, Valley View Ranch, Inc., Aspen Ridge Estates, and Shotgun Village Estates, Divisions no 1,2,3,4,5,6,7,8, 9, 10, 11. See Exhibit C Protective and Restrictive Covenants.

11. I understand the designs of the pertinent water conveyance systems, the water rights restrictions and owners right of use.

12. Benton Engineering was hired by the developing corporations to design the infrastructure, but the Corporation is responsible for final approval and As Built drawings as to installation of conveyance systems. Until completed, the Corporation cannot convey the infrastructure to a water company.

13. The Developers did not complete all the requirements for Valley View Ranch, Inc nor received final approval from Idaho Department of Environmental Quality.

14. Valley View Ranch, Inc conveyance system has not been accepted by Island Park Water Company, Inc, who agreed to manage in the interim.

15. The allocation of water with the water rights are directly related to the design of the system, the number of developed lots. I know it is far more complicated than it appears.*(See Attached Exhibit B. Water License and Permits for Island Park Water Co.)

16. I understand the Protective and Restrictive Covenants that are enforceable in perpetuity. When title passes, the Protective and Restrictive Covenants pass to new owners and these are attached and inclusive to the deed. * (See Attached Exhibit C Protective and Restrictive Covenants.)

17. David E. Benton, recorded conversations he had with PUC at the time the $280 water tariff was approved and 'the opinion of PUC" was then transcribed, reviewed and acknowledged to be factual per the recording. The Transcribed Opinions given to Island Park Water Company, David E. Benton and at the time manager Mike Bishoff. This was reviewed again with Chris Hecht when in attendance at a board meeting in 2011.See Attached Exhibit D. Transcribed Opinions of Staff of PUC governing the water company by David E Benton, Marvel C Benton, verified and re-reviewed years later with Chris Hecht, PUC.

18. I listened to the actual recordings at the time these were transcribed. The Transcribed rules and protocol were again reviewed with Chris Hecht, PUC and Staff when they attended a Board of Directors meeting in 2011 and Chris Hecht, PUC expressed he concurred.

19. Chris Hecht also informed the Company at the time, it is almost impossible to obtain a new rate increase. Island Park Water Company is currently among the very lowest rates in the state.

20. Owners of other water company owners have shared the difficulty in getting a rate change.

21. The current water tariff is not sufficient to maintain the water company and not sufficient to comply with new DEQ requirements and regulations projected for October 2023.

22. Island Park Water Company, Inc will not survive at the current water tariff of $280.

23. McCarty Management Services, LLC and Buchanan Well Drilling have in good faith carried indebtedness of Island Park Water Company, inc.. with understanding payments will be paid when funds are available to do so. The water company could not operate without both companies' willingness to carry the debt of Island Park Water Company, Inc.

24. Without the expertise, knowledge and willingness of Roger Buchanan, Buchanan Well Drilling to also carry the water company debts for months on end and until funds are available to pay, the water company would fail.

25. Without the willingness of McCarty Management Services, LLC to carry the water company debts with agreements to pay, the water company would fail.

26. I think it important to understand the dedication I, Dorothy McCarty and Roger Buchanan have given, to keeping water company, system and wells operational The system is extremely old.

27. I personally, since 2011 have networked with customers and other persons in Island Park to respond quickly to reported water outages and or water line breaks.

28. Kelli Volweiler, Island Park Services has been extremely dependable and helpful, continuing the operation of Island Park Services after the passing of her husband Tim. For many years, Tim was the go to person for Island Park Water Company water line repairs.

29. Island Park has very few qualified Contractors who are licensed and bonded and have the qualifications to work on a public water system.

30. Island Park Water Company since inception has contracted out multiple water line repairs to Island Park Services, Valley View Construction, and two other companies who are licensed and bonded and qualified to work on a public water system. The water company cannot allow inexperienced individuals to attempt repairs on mainlines or make a connection to the mainlines.

31. Often there is a wait list as equipment is not available or staff shortages with various construction companies in Island Park.

32. I have read the statements and opinion of Claire Sharp and desire to explain what seems inexplicable but in truth are most unfortunately very explainable

33. I respectfully disagree with many statements regarding Island Park Water Company, Inc. and respectfully ask for your understanding that I have not intentionally or knowingly disregarded any requests that I had knowledge of.

34. I would like to further explain what I know, the medical restrictions I have and am currently dealing with and what I have knowledge about.

35. A series of unforeseen events and medical issues have truly absolutely overwhelmed me.

36. June 6th, I fell and was injured, with a severe cut to my left leg, and extreme triple sprain and fracture on my right ankle. It was almost impossible to be mobile at the time for several months.

37. As a result of the accident, and while at the emergency care facility I was exposed to Bronchial Pneumonia, which rapidly progressed and I temporarily lost my voice for a few weeks as a result of the Pneumonia's progression.

38. The combination limited my mobility. I was restricted to use of a knee scooter, which was extremely difficult.

39. Due to my limitations with my injury at this time, my dearest, lifelong friend, who had previously helped McCarty Management Services, LLC. volunteered to help me with the water company.

40. Wendy Faler had often helped my company in the past. I requested she close out the Post Office Box. The transition was always intended, and customers had been notified of the change months prior. I gave her the keys & credentials to do this.

41. It was the intention in February of 2022 to change mail delivery to 455 Constitution Way, In Idaho Falls, as it was much easier to have the mail delivered to this address. Closing out of the PO Box was not sudden.

42. My son's wedding was July 29, 2022, in California which I attended.

43. Wendy was a cancer survivor, having gone through Cancer Treatments 5 years prior. They discovered it had returned earlier in 2022, but again with treatment they thought it

was cured in June. However, in August Wendy's cancer rapidly and aggressively returned with a vengeance. She passed away August 31, 2022, and her services were September 7, 2022. This was a very emotional time in my life, as Wendy was closer than any sister to me. See Attachment Exhibit E, Wendy Faler Services program.

44. It was my understanding the mailbox was closed. I no longer had any access or any key as I gave mine to Wendy to return to the Post Office when she closed it for me. I have no reason to believe she did not do this.

45. I was of the understanding all mail would be forwarded for a short period of time.

46. The water company continued to receive mail at the Constitution Way facility from Customers, as prior notice was sent out in February 2022.

47. If the PUC did not receive the same notice, it was an unintended oversight.

48. After the accident, I was working from home for the most part. I was relying on my phone to access emails, which apparently were not coming through due to a glitch with Rise broadband downloading notifications, and when emails with attachments did come in, they would not open. I would contact the sender if this happened.

49. Often in the past, work was done remotely due to the distance between Island Park and Idaho Falls. To my knowledge, the PUC had my phone contact information, Contractors had the contact information, Customers had the contact information and Title Companies had the contact information.

50. To ensure calls are received, older phone contact information for both the water company and Benton Engineering is maintained with Verizon.

51. It simply is not true I do not answer or return calls. If a call is missed, I make it a habit to return calls, which may be slightly delayed if received when out of cell range. Correspondence is via text message vs. email.

52. According to Rise Broadband, it is believed damage to my phone contributed to issues of not allowing downloading of all incoming emails or attachments.

53. Few emails are received from customers.

54. The PUC Staff had my contact information and were used to text or call me directly.

55. I truly was unaware the commission was attempting to reach me, until I received a missed call from Terri Carlock to my phone July 9, 2022.

56. I immediately texted her back. I had bronchial pneumonia and had completely lost my voice.

57. Terri Carlock said she was texting to see the number of connections offline for any reason, be it disconnected or water outage.

58. I replied that to my knowledge no current connections were without water today or "offline" due to any water outages.

59. I told her that there was a broken service line and that a lateral line valve had been shut-off last weekend, pending a contractor getting a dig line to locate and make repairs and delay was due to holiday and staff shortage.

60. I told Terri Carlock the repair had been completed the day before and the water was on.

61. I explained to Terri Carlock the lateral line was shut down to keep water available in the system to others and to prevent possible adverse effects to the wells. This only left the service line to the trailer *which customer had said they only occasionally come up, and one other cabin, which had an alternative source for water. This left the rest of the subdivision with water.

62. Terri Carlock said she was following up on a customer that had previously been disconnected.

63. Terri Carlock asked if I still had rental properties disconnected? And to Identify.

64. I responded I was confused about the questions and about rental properties as we had NOT disconnected any service lines and we do not shut off rental properties or any customer.

65. I was providing information, since she inquired about 'rental properties.

66. I explained what IDWR had told me, that our water right prohibits water from being used for any form of commercial usage, including hotel type usage., nightly or weekly rentals, but 28+days to same individuals are not considered 'commercial usage".

67. IDWR has on many occasions explained to me the water right is for DOMESTIC, not commercial and not for watering of vegetation and have explained their definition of commercial usage and the water company conveys the same to customers, including our water allocation per connection is approximately that needed for 4 people per connection (800 gallons per day) based upon the actual water allocation proved up.

68. I further explained to Terri Carlock that Island Park was experiencing an extreme drought and as a result our water tables were dropping we had initiated extreme conservative usage of water to that of about ½ of normal.

69. I explained we were concerned about a well drying up.

70. I also explained that domestic wells are different, being drilled to a different depth having access to possibly more water than our wells.

71. I explained that if a person has proper setback limits, they could drill their own well and not have the same issues our wells had. This information shared by no means was a 'threat" and offered as a helpful alternative solution when customers asked.

72. Terri Carlock texted back "Heads up" the PUC routine audit is past due. You will be receiving an Audit Request by email for this audit. The audit will come from Jo Nelson."

73. I responded with??? I had said I had just completed an Audit in 2019 with Joe and thanked her.

74. I also explained I did not have access to my computer so was texting and asking for this to be rescheduled and asked if this could be rescheduled for next year.

75. I did this because I was unaware that Audits are every two years, as PUC in past only Audited far less frequently than every two years.

76. I explained I was going to be out of state and had previous commitments. She had my phone number and I asked her to give it out for contact.

77. My son was getting married in California on July 29, 2022, and would be out of the state.

78. I did not hear anything back from Terri Carlock after this text conversation and my request to reschedule for the following year (August 2023) I was unaware of any urgency. I took routine to mean routine.

79. I presumed she had rescheduled the audit for next year. I certainly did not understand it differently. I presumed this was extended as Terri Carlock has always been the designated person to request extensions from in the past.

80. I also did not receive any additional calls or texts from Terri Carlock, PUC , after this communication with Terri Carlock. The staff at PUC have always had my phone contact information.

81. I truly presumed Terri Carlock had rescheduled the audit for the following year. Terri Carlock would normally have contacted me had this not been postponed.

82. I work remotely, out of the office or onsite in Island Park, 100 miles away from Idaho Falls...

83. Deaths are stressful and in the past few months there have been many close to me pass. The first part of October 2022 my cousin died. November 2022 A family friend fell off a ladder while washing his windows, cracked his skull and passed away a few days later. November 29, 2022, my Aunt passed away and January 4, 2023 a longtime friend and relative died of cancer.

84. In October 2022, I also was diagnosed with an extremely large Hematoma in my left hip a result of the injury I was told. I am told it is a very concerning issue that may require further treatment

85. I go to therapy 3 times a week for my foot and hip.

86. Sometime in October, I received a call from Claire Sharp telling me I was past due with the Audit, including the need for Annual Reports. She, Joseph Terry and I spoke and I was of the understanding an extension was given and PUC would work with me.

87. It was my understanding that the Annual Reports were to be filed first.

88. It was agreed these would not have to be included after they were filed when the other items requested were submitted later.

89. I agreed to notify Claire Sharp, Joe Terry and Terri Carlock when the reports were mailed, which I did.

90. I understood it was agreed that I would try to have the Annual Reports filed within 30 days or by end of November, 2022

91. I understood I then would be in contact with Joe Terry to proceed with Audit with future communication with Joe Terry, PUC Auditor after the annual reports were received.

92. In the fall of 2022, I was diagnosed with rapid onset Wet Macular Degeneration, which is treated with injections in both eyes every 4 weeks (for the rest of my life, to prevent blindness). This was causing issues with screen time, and my retinal specialist has limited my time on computers until which time we can stabilize my vision. 3 hrs. or less is the recommendation. It was extremely difficult for me to focus on a computer screen and was using a magnifying glass.

93. November 13, 2022, I was hospitalized with Covid at Community Care Hospital. I was later discharged but ended back in the Hospital on November 18th with additional symptoms.

94. I truly was overwhelmed with everything and I was very sick with Covid.

95. November 21, 2022, I texted Terri at 12:54 pm and copied them on email that the Reports had been mailed. The Annual Reports were sent overnight to Joseph Terry and Claire Sharp was notified as promised.

96. It was my understanding Joe Terry would be contacting me about the remaining audit requests. I sent an email to him from water@ida.net and did not hear back.

97. I was struggling with reading on the computer, often at the time, resorting to using a magnifying glass to read details. At certain points after the injections, I still have to do this and am advised to restrict screen time, until which time it appears the medication is stabilizing my vision or improving it.

98. Again, I ask the Commission to understand how overwhelmed I was with the medical issues. *(The hematoma, wet macular degeneration, Covid and injuries to my ankle). I was doing my best to provide what was asked for and to do so in as timely a manner as possible for me to do this.

99. I relate this as I ask for your understanding of the stress I was dealing with, and which has overwhelmed my life.

100. I sincerely am not "ghosting or ignoring the PUC", I simply am restricted on how much time I can spend on the computer.

101. In the past Joseph Terry had told me to redact private information in preparation of sending audit information requests out to him. So, I was doing this to prepare the bank statements to be sent to him.

102. I was very sick at the time and didn't have anyone who could assist me, since the death of my colleague and dearest friend.

103. I did follow up with an email to both Claire Sharp and Joseph Terry asking for a copy of the audit request, as I had misplaced mine. I later emailed again and informed them I had located the list. Neither time did either respond that I was aware of.

104. December, I called the PUC and a recording said that the person was out of the office and would not return till after the first of the year, thus I mistakenly presumed all PUC staff were off for Christmas Holiday. I had misplaced the audit list and wanted another copy. I emailed both Claire Sharp and Joe Terry and didn't hear back. I later found it and sent an email saying never mind, I found it. I still did not hear back.

105. I sincerely was trying to comply with the audit request and have continued to do so. I was having a lot of difficulty with my eyesight, overly using the computer to respond to everyone, DEQ, PUC and the Audit request. My eyesight contributed to me not being able to locate reports and why I asked Joe Terry to contact me. I thought he could guide me. Why I stated I did not have access to what was being asked for and why I asked him to contact me directly.

106. January 3, 2023, Claire Sharp's letter dated December 28, 2022, was delivered to my home, but I was not there that night.

107. January 6th, 2023, I immediately mailed the replies to the extent I could, and had prepared prior, asking Joe Terry to please contact me. The responses included a USB in the overnight mail sent to him. I did not hear back from Joe Terry. I have not been in contact with Joe Terry since the October call with Claire Sharp.

108. December 28, 2022, I was dealing also with a pump to waste valve that had been opened by unknown persons in Valley View. The subdivision was not accessible by normal means and I was pre-occupied with this.

109. Jan 4th another friend/relative also passed away. I truly expected that Joe Terry would reach out to me.

110. I was truly shocked when I received Notice of the Show Cause Hearing and very upset with Claire Sharps claims, especially regarding her claims as to the redactions, as this is what in the past Joe Terry had instructed, I do, to protect personal information. I immediately contacted her, to try to discuss, and she said she could not speak with me. She had told me at one time that all correspondence had to be 'received electronically by secretary@puc.idaho.gov, and mailed to the secretary.

111. So, to show I was in fact responding, I devoted an enormous amount of time and expense to prepare 2 additional responses and two copies of what I understood was being requested. These binders were sent individually by FEDX overnight to both Joseph Terry, Auditor and to you the Commissioners.

112. I also sent a letter requesting the Show Cause Hearing to be waived. I sincerely have done everything I know possible to provide information that I have or and understand is the request. I will continue to provide.

113. Again, I respectfully request the commission understand how overwhelmed I am and understand that I have not ignored or intentionally disregarded any audit requests.

114. December 28, 2022, I was contacted by a customer and informed that the upper well in Valley View had a pump to waste valve open. This was not open previously when

Buchanan's staff had checked out the wells for me. I have no idea of who or how this was opened.

115. Between dealing with Valley View, DEQ and PUC, I feel like I am living life in an organized blitz attack and am absolutely overwhelmed and medically handicapped with my eyesight.

116. I sincerely request your understanding that I have most certainly not disregarded Audit Requests.

117. In previous audits I always complied with Joseph Terry's audit requests, and I will continue to provide that which he asks for and if I have such available to.

118. While on site in Island Park Water mid-October, with Kelsey Carter, DEQ, she expressed to Mike Lund and myself, that she had been assigned to handle all calls from Nancy Rumsey as others found it difficult.

119. Kelsey conveyed that Nancy Rumsey was complaining almost daily to her/DEQ, to PUC and Kelsey was aware of this, as the assistant Attorney General had contacted Kelsey because of Nancy Rumsey in regards to Valley View Ranch and the sanitary survey.

120. Kelsey explained this is why Valley View Ranch was classified to a PWS based upon information being provided by Nancy Rumsey and relayed the difficulty DEQ was having obtaining information on the Herring Well,

121. The Herring Well is a private well in Valley View Ranch, which Island Park Water did not own, did not claim to own and explained to Kelsey Carter, the company only paid the property taxes and the well was a disputed well.

122. I discussed with Kelsey Carter, DEQ that the water rights would not allow water to be conveyed outside of the boundaries of the subdivision and were for DOMESTIC usage.

123. Kelsey Carter, DEQ shared she had been inside the Herring Well and she had conducted the sanitary survey for the PWS Henry's Lake Gas Station and Café and had knowledge this well was the source of water for that PWS.

124. Island Park Water Company, Inc and I, Dorothy McCarty have never had access to or control of the Herring well and have never attempted to do so. We have never attempted to turn off power to the well, we have no interest in the well and no ownership of the well. This was all explained in detail to Kelsey Carter during the onsite visit at Valley View Ranch.

125. Kelsey Carter, DEQ, Mike Lund, P.E. and I were together for two days in October onsite. Mr. Lund agreed to accompany me with Kelsey Carter to conduct these as I was still having issues with my hip, my injured ankle and difficulty walking on the uneven ground and using a cane for additional support.

126. During these two days, Kelsey was focused on sharing information about Nancy Rumsey, and how she was instrumental in DEQ reclassifying Valley View Ranch as it was not a PWS at the time.

127. Discussion was had with Kelsey Carter, regarding contentious issues between Nancy Rumsey and other customers in Valley View and why a customer installed a camera at the lower well, due to issues when someone was accessing the lower well, causing issues at the upper well. All of the issues about unauthorized access into the wells were discussed with Kelsey Carter, DEQ.

128. Water usage was restricted in Valley View in summer of 2022 because of drought and to keep everyone in water customers were requested to conserve water.

129. Nancy Rumsey is at times a very difficult person to communicate with, and a barrage of late calls and endless texts wanting everything her way.

130. Customers in Valley View were equally frustrated and had contacted me about Nancy Rumsey.

131. After multiple issues with wells, when Nancy would ask if she could just go do something in a well, I would relay that unless Roger Buchanan could be in constant video Contact BEFORE, DURING and AFTER that permission would not be given to her or anyone.

132. This most unfortunately was a contentious issue for Mrs. Rumsey, as I would not give her permission unless I knew for certain the circumstances and had communication with Roger Buchanan.

133. There were problems prior with Nancy Rumsey accessing wells without permission, which was of concern.

134. The issues with Valley View Ranch, the opened pump to waste and conflicting information coming from PUC/ Jon Kruck and DEQ are complex.

135. I have read Jon Kruck's affidavit and disagree with many statements included.

136. I have read Roger Buchanan's affidavit and concur with what he has said.

137. I have submitted my response in an affidavit.

138. I have worked with the public for over 50 years and I understand there are two perspectives as to what is actually said and what is then relayed.

139. I understand not all people inform the company when they have made a connection to the water company and done so without prior permission.

140. I have never threatened anyone, and I have never disconnected any customer.

141. I have always been very professional in dealing with the public.

142. I go out of my way to help customers and receive many compliments from customers for what is being done on their behalf.

143. If a mistake is made, I always correct it when I become aware and have always instructed any staff to do the same.

144. I have often waived late fees as a courtesy for extenuating circumstances.

145. It is my responsibility to help collect the water tariffs, so the company can continue to operate.

146. The wells are locked up. The locks are cut off.

147. I know after the fact that people have turned off the wells and done so without permission to make private repairs.

148. I understand the frustration of being without water. I will do my best to resolve the issues.

149. I am aware of the issues of broken lines by the fiber optic installations and shutting down of wells when they have caused a line to break.

150. I know and understand the age of the system, the wells, and the frustration of lack of readily available parts, labor etc.

151. I truly have tried my best to establish a working relationship with the customers.

152. I have never threatened anyone. I look for helpful solutions when asked.

153. I also understand that not everyone is gracious. However, I do know I have not made certain statements that some have claimed. This is not who I am, nor how I treat anyone.

154. The office has always been in Idaho Falls. I live in Idaho Falls. Island Park is about 100 miles away. It is essential to build a working relationship with customers so at times they can help with quickly restoring water.

155. When the power goes off and I receive a call, the first thing I do is contact Roger Buchanan and often share his number with the customer. Often, we have a three-way call. I follow up. Roger follows up.

156. Roger quickly responds to my calls. He often is able with their help to quickly restore power and if not, he will dispense a crew either that day or the next, depending on the time the issue arises.

157. I always inform Roger if I am going out of town, so he can be available should I get a call regarding water outages.

158. I also have networked with several people in Island Park to help and know that I can call, and they will go to the well site or check out reported water leak, to facilitate a fast response.

159. That said, having worked with the public for many years, I do understand you can't always make people happy.

160. I respectfully disagree as to people's opinion of what I have said as I know that is not correct.

161. Many customers have called to tell me how much they do appreciate what I have done.

162. If a mistake happens, I always correct it. I have waived late fees, even if they should have been paid. I sincerely have tried to respond immediately and what has happened is a series of unexpected events and circumstances beyond my control.

163. I ask you to understand my perspective of events, my intentions. I understand I may be the lone voice in a firestorm which is truly OVERWHELMING.

164. Going forward with resolution to solve future issues, I have hired Kansas Buchanan to respond to DEQ. She has the knowledge and expertise to help me. It has been frustrating to have one person at DEQ make promises to work with or waive penalties, and then have another person intent on denying everything.

165. In the past there were no issues working with District 7 Health Department and everything was reported to DEQ.

166. Merrill Hemming: District 7 Health Department and I had a good working relationship. I do not understand the current contentious attitude and issues with DEQ. I know I am not the only one dealing with this.

167. The company was previously informed that it is impossible to get a tariff raised. On the other hand, Island Park Water Company is, as I understand, perhaps the lowest tariff.

168. As a commitment to show I am looking for a solution to the current situation I hired another person who has the following credentials and experience to assist me. She is a friend and I respect her work ethics. *Patricia Scott CFO, Corporate Controller employed for 40 years retired September 2016, she had 6 wholesale Distribution locations, Full Service and Sales & Distribution 2000 plus independent Dealers, over 50 years of success. Partners with: Dish

Network, Huges Net, Vivint, T-Mobile, Century Link, RS&I Solare, AT&T Internet, Sony and GOTW3.

169. Pat shares the same work ethic as myself, and that which my father taught me. I only agreed to taking responsibility for the water company due to the strain it was placing on my parents, as my mother was keeping the books when Ed Strobel resigned, and my father was handling the operations of the company. My parents were in their nineties, and it was simply too much.

I thank you in advance and ask you can understand I have never tried to avoid providing any information, I will continue to provide that which is available to provide.

The water company is deeply in debt to McCarty Management Services LLC, The Water Company has not been able to pay off the loans to me either. I certainly do not have the financial means to continue to do this. I truly have tried my very best to provide the information requested and will continue to do so to the best of my ability and with guidance from Joseph Terry.

I welcome being able to respond to customers' comments. Thank you in advance.

DATED THIS _____ day of March, 2023.

By _____
Dorothy McCarty

SUBSCRIBED AND SWORN before me this _____ day of March, 2023.

_____
Notary Public for Idaho
Residing at _____
My commission expires _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ___ day of March, 2023, I caused to be served a true copy of the foregoing SECOND AFFIDAVIT OF DOROTHY MCCARTY by the method indicated below, and addressed to each of the following:

Idaho Public Utilities Commission PO Box 83720 Boise, ID 83720-0074	☐ U.S. Mail, Postage Prepaid ☐ Hand Delivered ☐ Overnight Mail ☐ E-mail ☐ Facsimile ☐ iCourt

_____
Marvin M. Smith, ISB No. 2236

EXHIBIT A

Memorandum of Confirmation

Island Park Water Company

Board of Directors Acknowledgement

Appointment of General Manager – July 2011

The Board of Directors of Island Park Water Company, at their annual board meeting, July 2011, upon discussion, motion and subsequent unanimous vote, appointed Dorothy McCarty, a current Board member to act as General Manager of Island Park Water Company, with unrestricted authority to conduct the operations and management of Island Park Water Company. Dorothy B. McCarty, (dba McCarty Management Services, LLC.), accepted the position, effective immediately.

Acknowledgment:
Board of Directors of Island Park Water Company

Roger Buchanan, Director

David E. Benton, Director

Mike Bischoff, Director

Dorothy B. McCarty, Director

Dated: 10/29/2011

COPY

Island Park Water Company, Inc
Memorandum of Understanding

We the Directors of Island Park Water Company, INC a water company, regulated by the Idaho Public Utilities Company, having conveyed the all inclusive powers to manage, operate, award all contracts, pay all debts of said company, and the all inclusive powers to financially operated Island Park Water Company, INC unto Dorothy B. McCarty by unanimous agreement, further do make it duly known that it is also unanimously agreed that Dorothy B. McCarty will also have sole responsibility for all monies deposited into any Island Park Water Company, Inc bank accounts at any financial institution, and any and all disbursements as needed to operate the company, and as such Dorothy B. McCarty shall be the sole designated signer on such accounts.

Having unanimously agreed, this memorandum further directs that any persons other than Dorothy B. McCarty, Manager and Director for Island Park Water Company, shall take immediate action to removed their signatures from any previously established Island Park Water Company, INC., P.U.C. accounts.

The Directors further direct and convey to Dorothy B. McCarty the authority to transfer any and all monies held by Island Park Water Company, INC to the financial institution of her choosing. This authority shall include, but is not limited to, checking accounts, savings accounts or any investment accounts in order to manage and have responsible charge for the finances of Island Park Water Company, INC.

Acknowledged:

David E. Benton, Director

Dorothy B. McCarty, Director

Mike Bischoff, Director

Roger Buchanan, Director

COPY

EXHIBIT B

State of Idaho
Department of Water Resources

Permit to Appropriate Water

No. 21-13276

Priority: December 31, 2019 **Maximum Diversion Rate:** 0.44 CFS

This is to certify that

ISLAND PARK WATER CO
C/O DOROTHY MCCARTY
PO BOX 2521
IDAHO FALLS ID 83403

has applied for a permit to appropriate water from:

Source : GROUND WATER

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

Beneficial Use	Period of Use	Rate of Diversion
DOMESTIC	01/01 to 12/31	0.44 CFS

Location of Point(s) of Diversion

GROUND WATER	SE¼ NW¼, Sec. 13, Twp 15N, Rge 43E, B.M.	FREMONT County
GROUND WATER	SE¼ NW¼, Sec. 13, Twp 15N, Rge 43E, B.M.	FREMONT County
GROUND WATER	NW¼ SE¼, Sec. 13, Twp 15N, Rge 43E, B.M.	FREMONT County

Place of Use: DOMESTIC

Twp	Rng	Sec	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
15N	43E	13			X					X					X	X		X

Conditions of Approval

1. Proof of application of water to beneficial use shall be submitted on or before **October 01, 2025.**
2. Subject to all prior water rights.
3. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
4. Domestic use is for 87 homes and does not include lawn, garden, landscape, or other types of irrigation.
5. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.
6. Points of diversion are located within Lot 16 (Well Lot), Blk. 1; Lot 21, Blk. 1; and Lot 81C (Well Lot), Blk. 8; Valley View Ranch Div. 1.

State of Idaho
Department of Water Resources

Permit to Appropriate Water

No. 21-13276

7. Place of use is located within Lots 1-20, Blk. 1; Lots 1-20, Blk. 2; Lots 1-6, 84, 86-89, 100-102, 1A, and A and B, Blk. 3; Lots 199-205, Blk 6; Lot 206, Blk. 7; Lots 78-83, Blk. 8; Lots 74-76, Blk. 9; Lots 91-96, Blk. 10; Valley View Ranch Div. 1; Lots 1-5, and 8-10, Blk. 1; Lots 1-11, Blk. 2; and Lots 1-10, Blk. 3; Valley View Ranch Div. 2; and Lots 400-423, Valley View Ranch Div. 3.

This permit is issued pursuant to the provisions of Idaho Code § 42-204.

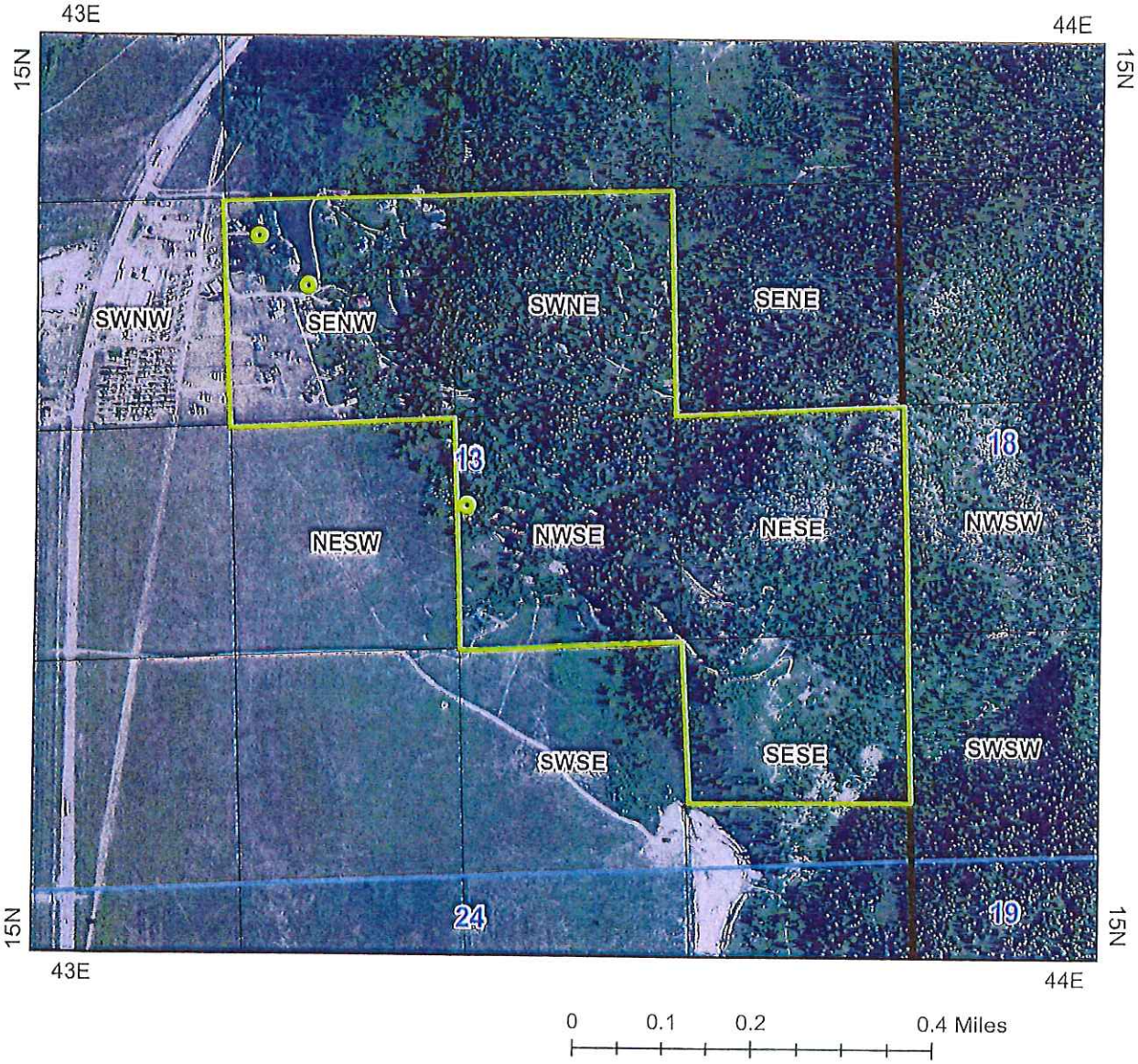
Signed this 1st day of October, 2020.

JAMES CEFALO
Eastern Regional Manager

State of Idaho
Department of Water Resources

Permit to Appropriate Water

21-13276



Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

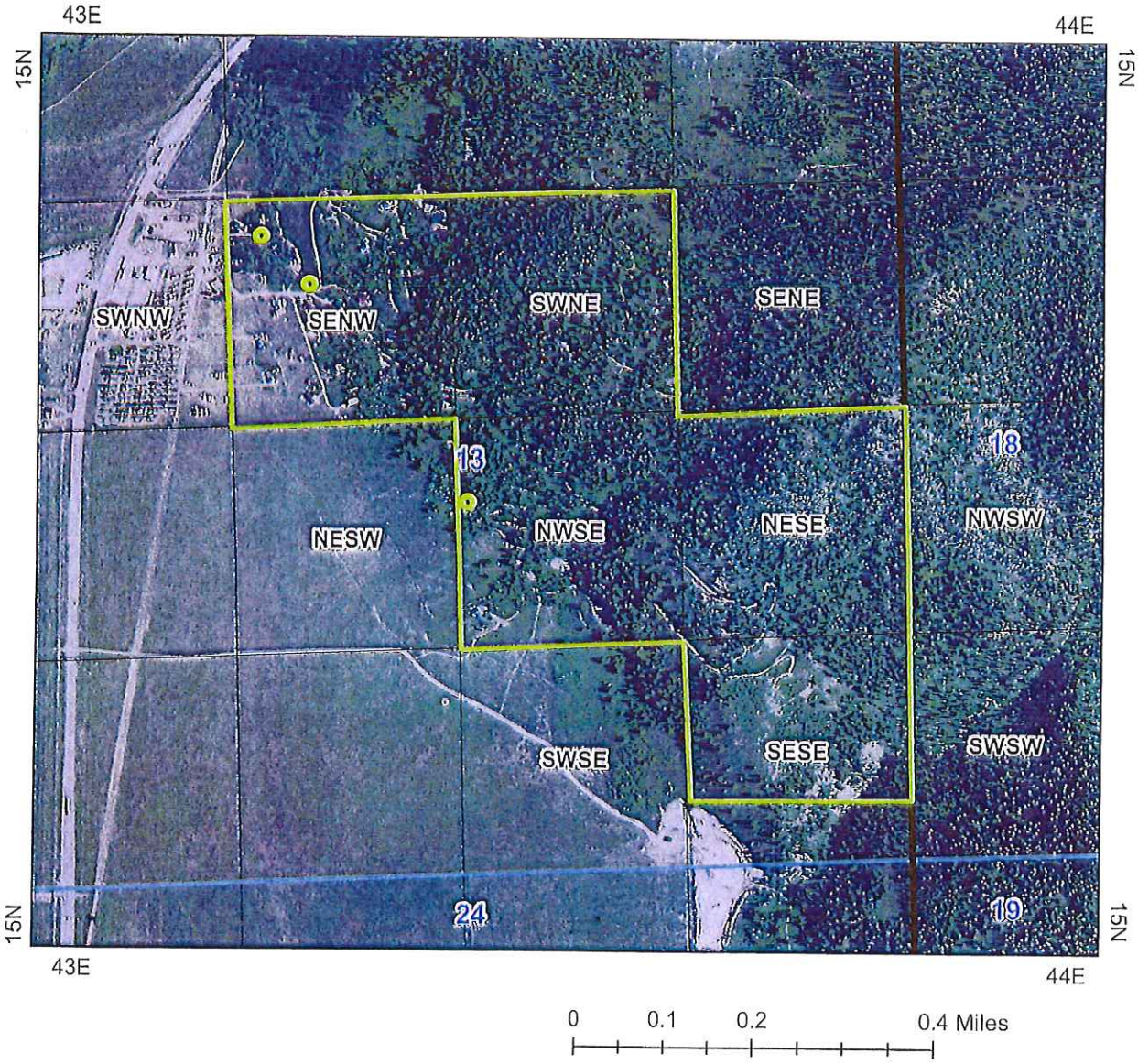
Point of Diversion

N

State of Idaho
Department of Water Resources

Permit to Appropriate Water

21-13276



Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

Point of Diversion

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-13223

PRIORITY: August 09, 1989

Maximum Diversion Rate: 0.09 CFS
Maximum Diversion Volume: 26.4 AF

It is hereby certified that:

ISLAND PARK WATER CO
C/O DOROTHY MCCARTY
PO BOX 2521
IDAHO FALLS ID 83403

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 28, 1989, and has submitted Proof of Beneficial Use on February 12, 1992 . An examination confirms water is diverted from:

SOURCE:
GROUND WATER

TRIBUTARY:

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
DOMESTIC	01/01 to 12/31	0.09 CFS	26.4 AF

LOCATION OF POINT(S) OF DIVERSION:
GROUND WATER SW¼NE¼ Sec. 12, Twp 13N, Rge 42E, B.M. FREMONT County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13N	42E	12			X											X			

CONDITIONS OF APPROVAL

1. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.

2. Domestic use is for 22 homes.

3. Point of diversion is located within Tax 6450 Sec 12 Twp 12 Rge 42.

4. Place of use is located within Lots 1 - 15, Blk. 50, and Lots 1 - 12, Blk. 51, Shotgun Village Estates Division #6.

5. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-13223

common areas or for irrigation of lots upon which homes have not been constructed.

6. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

7. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

8. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 8th day of May, 2017.

JAMES CEFALO
Water Resource Program Manager

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-13224

PRIORITY: August 09, 1989

Maximum Diversion Rate: 0.05 CFS
Maximum Diversion Volume: 13.2 AF

It is hereby certified that:

ISLAND PARK WATER CO
C/O DOROTHY MCCARTY
PO BOX 2521
IDAHO FALLS ID 83403

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 28, 1989, and has submitted Proof of Beneficial Use on February 12, 1992. An examination confirms water is diverted from:

SOURCE:
GROUND WATER

TRIBUTARY:

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
DOMESTIC	01/01 to 12/31	0.05 CFS	13.2 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NW¼SW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County
GROUND WATER	NW¼SW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County
GROUND WATER	NE¼SW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13N	42E	12							X	X	X	X	X	X		X			

CONDITIONS OF APPROVAL

1. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.

2. Domestic use is for 11 homes.

3. Place of use is located within Lots 1 - 25, Blk. 20, Lots 1 - 23, Blk. 21, Lots 1 - 24, Blk. 22, Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, Blk. 23, Lot 1 Blk. 26, Shotgun Village Estates #5; Lots 14 - 19, Blk. 26, Lots 16 and 17, Blk. 50, Shotgun Village Estates #6; Lots 26 - 30, 35, Blk. 20, Lots 17, 19, 21, Blk. 23, Lots 14, 21- 24, Blk. 24, and Lots 1 - 13, Blk. 25, Shotgun Village Estates #7; Lots 1 - 11, 13, 15, 16, 18, 20, Blk. 23, Lots 1, 3, 5, 7, 9, 11 - 15, 17, and 19, Blk. 24, and Lots 2 - 13, Blk. 26, Shotgun

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-13224

Village Estates #8.

4. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.

5. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

6. Points of diversion are located within Lot 12, Blk. 23, Shotgun Village Estates #5; Lot 14, Blk. 21, Shotgun Village Estates #5; and Gunbarrel at Shotgun Village Tract, A Blk 1 Park Site, Sec 12 Twp 13 Rge 42.

7. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

8. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 8th day of May, 2017.

JAMES CEFALO
Water Resource Program Manager

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-13225

PRIORITY: August 09, 1989

Maximum Diversion Rate: 0.05 CFS
Maximum Diversion Volume: 14.4 AF

It is hereby certified that:

ISLAND PARK WATER CO
C/O DOROTHY MCCARTY
PO BOX 2521
IDAHO FALLS ID 83403

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 28, 1989, and has submitted Proof of Beneficial Use on February 12, 1992. An examination confirms water is diverted from:

SOURCE:
GROUND WATER

TRIBUTARY:

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
DOMESTIC	01/01 to 12/31	0.05 CFS	14.4 AF

LOCATION OF POINT(S) OF DIVERSION:
GROUND WATER SW¼NW¼ Sec. 12, Twp 13N, Rge 42E, B.M. FREMONT County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13N	42E	12							X										

CONDITIONS OF APPROVAL

1. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.

2. Point of diversion is located within Lot 6, Blk. 4, Shotgun Village Estates Division #1.

3. Domestic use is for 12 homes.

4. Place of use is located within Lots 4 - 9, Blk. 3, and Lots 1 - 7, Blk. 4, Shotgun Village Estates Division #1.

5. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-13225

6. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

7. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

8. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 8th day of May, 2017.

JAMES CEFALO
Water Resource Program Manager

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-07441

PRIORITY: August 09, 1989

Maximum Diversion Rate: 0.10 CFS
Maximum Diversion Volume: 72.0 AF

It is hereby certified that:

ISLAND PARK WATER CO
C/O DOROTHY MCCARTY
PO BOX 2521
IDAHO FALLS ID 83403

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 28, 1989, and has submitted Proof of Beneficial Use on February 12, 1992. An examination confirms water is diverted from:

SOURCE:
GROUND WATER

TRIBUTARY:

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
DOMESTIC	01/01 to 12/31	0.10 CFS	72.0 AF

LOCATION OF POINT(S) OF DIVERSION:
GROUND WATER L1 (NE¼NE¼) Sec. 21, Twp 15N, Rge 43E, B.M. FREMONT County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
15N	43E	16															X L 4	X	
15N	43E	21	X L 1	X L 1		X L 5													

CONDITIONS OF APPROVAL

1. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.

2. Domestic use is for 60 homes.

3. Place of use is located within Lots 1 - 12, Blk. 1, Lots 1 - 14, Blk. 2, Lots 1 - 26, Blk. 3, and Lots 1 - 10, Blk. 4, Goose Bay Estates Div. #1; Lots 13 - 36, Blk. 1, Lots 11 - 19, Blk. 4, and Lots 1 - 24, Blk. 5, Goose Bay Estates Div. #2.

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-07441

4. Point of diversion is located within Lot 6, Blk. 5, Goose Bay Estates Division #2 (Well Lot).

5. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

6. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.

7. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 8th day of May, 2017.

JAMES CEFALO
Water Resource Program Manager

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-07444

PRIORITY: August 09, 1989

Maximum Diversion Rate: 0.34 CFS
Maximum Diversion Volume: 108.0 AF

It is hereby certified that:

ISLAND PARK WATER CO
C/O DOROTHY MCCARTY
PO BOX 2521
IDAHO FALLS ID 83403

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 28, 1989, and has submitted Proof of Beneficial Use on February 12, 1992. An examination confirms water is diverted from:

SOURCE:
GROUND WATER

TRIBUTARY:

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
DOMESTIC	01/01 to 12/31	0.34 CFS	108.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SW¼NW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County
GROUND WATER	NW¼NW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County
GROUND WATER	NE¼NW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13N	42E	12					X	X	X	X									

CONDITIONS OF APPROVAL

1. Rights 21-7443 and 21-7444 when combined shall not exceed a total diversion rate of 0.47 cfs for domestic use at 125 homes.

2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.

3. Domestic use is for 90 homes.

4. Points of diversion are located within Lots 4 - 5, Part 1 - 3, Blk 7, Shotgun Village Estates #2; Lot 8, Blk. 11, Shotgun Village Estates #3; Lots 4 - 5, Blk. 14, Shotgun Village Estates #4.

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-07444

5. Place of use is located within Lots 1-27, Blk. 6, Lots 1-19 Blk. 7, Shotgun Village Estates Division #2; Lots 1-9, Blk. 8, Lots 1-14, Blk. 9, Lots 1-2, Blk 10, Lots 1-9, Blk. 11, Lots 1-7, Blk. 12, Lots 1-6, Blk. 16, Lots 1-5, Blk. 17, Shotgun Village Estates #3; Lots 1-40, Blk 5, Lots 28-35, Blk 6, Lots 20-30, Blk. 7, Lots 1-10, Blk. 13, Lots 1-15, Blk. 14, and Lots 1-5, Blk. 15, Shotgun Village Estates #4.

6. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.

7. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

8. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

9. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 8th day of May, 2017.

JAMES CEFALO
Water Resource Program Manager

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-07443

PRIORITY: August 09, 1989

Maximum Diversion Rate: 0.13 CFS
Maximum Diversion Volume: 42.0 AF

It is hereby certified that:

ISLAND PARK WATER CO
C/O DOROTHY MCCARTY
PO BOX 2521
IDAHO FALLS ID 83403

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 28, 1989, and has submitted Proof of Beneficial Use on February 12, 1992. An examination confirms water is diverted from:

SOURCE:
GROUND WATER

TRIBUTARY:

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
DOMESTIC	01/01 to 12/31	0.13 CFS	42.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	SW¼NW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County
GROUND WATER	NW¼NW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County
GROUND WATER	NE¼NW¼	Sec. 12,	Twp 13N,	Rge 42E, B.M.	FREMONT County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13N	42E	1											X	X					
13N	42E	12					X	X	X	X									

CONDITIONS OF APPROVAL

1. Rights 21-7443 and 21-7444 when combined shall not exceed a total diversion rate of 0.47 cfs for domestic use at 125 homes.

2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.

3. Points of diversion are located within Lots 4 - 5, Part 1 - 3, Blk 7, Shotgun Village Estates #2; Lot 8, Blk. 11, Shotgun Village Estates #3; Lots 4 - 5, Blk. 14, Shotgun Village Estates #4.

4. Domestic use is for 35 homes.

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-07443

5. Place of use is located within Lots 1-27, Blk. 6, Lots 1-19 Blk. 7, Shotgun Village Estates Division #2; Lots 1-9, Blk. 8, Lots 1-14, Blk. 9, Lots 1-2, Blk 10, Lots 1-9, Blk. 11, Lots 1-7, Blk. 12, Lots 1-6, Blk. 16, Lots 1-5, Blk. 17, Shotgun Village Estates #3; Lots 1-40, Blk 5, Lots 28-35, Blk 6, Lots 20-30, Blk. 7, Lots 1-10, Blk. 13, Lots 1-15, Blk. 14, Lots 1-5, Blk. 15, Shotgun Village Estates #4; Lots 13-20, Blk. 1, Unit 1, and Lots 19-23, Unit 2, Yale Creek Creek Cabin Sites.

6. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.

7. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

8. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 8th day of May, 2017.

JAMES CEFALO
Water Resource Program Manager

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-13222

PRIORITY: August 09, 1989

Maximum Diversion Rate: 0.08 CFS
Maximum Diversion Volume: 24.0 AF

It is hereby certified that:

ISLAND PARK WATER CO
C/O DOROTHY MCCARTY
PO BOX 2521
IDAHO FALLS ID 83403

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 28, 1989, and has submitted Proof of Beneficial Use on February 12, 1992. An examination confirms water is diverted from:

SOURCE:
GROUND WATER

TRIBUTARY:

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
DOMESTIC	01/01 to 12/31	0.08 CFS	24.0 AF

LOCATION OF POINT(S) OF DIVERSION:
GROUND WATER SE¼NW¼ Sec. 12, Twp 13N, Rge 42E, B.M. FREMONT County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
13N	42E	12							X	X		X							

CONDITIONS OF APPROVAL

1. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.

2. Point of diversion is located within Lot 21, Blk 1 (Well Lot), Shotgun Village Estates #11.

3. Domestic use is for 20 homes.

4. Place of use is located within Lots 1 - 20, Blk 1, Lots 1 - 10, Blk. 2, and Lots 2 and 3, Blk. 3, Shotgun Village Estates #1; Lot 1A, Blk. 26, Shotgun Village Estates #5, and Lots 19 and 20, Blk. 1, Shotgun Village Estates #11.

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 21-13222

5. The irrigation occurring under this domestic use shall not exceed 1/2 acre within each platted subdivision lot upon which a home has been constructed. This right does not provide for irrigation of common areas or for irrigation of lots upon which homes have not been constructed.

6. The domestic use authorized under this right shall not exceed 13,000 gallons per day per home.

7. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 8th day of May, 2017.

JAMES CEFALO
Water Resource Program Manager

State of Idaho
DEPARTMENT OF WATER RESOURCES
900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 8, 2017

Island Park Water Co
c/o Dorothy McCarty
PO Box 2521
Idaho Falls ID 83403-2521

RE: License No. 21-13222, 21-13223, 21-13224, 21-13225, 21-7441, 21-7443, 21-7444
Issuance of License

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review the conditions of approval and remarks listed on your license.

The license is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a $100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-525-7161.

Sincerely,

James Cefalo
Water Resources Program Manager

Enclosure(s)

JC:sc

CERTIFICATE OF SERVICE

I hereby certify that on May 8, 2017 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved License) to the person(s) listed below:

RE: WATER RIGHT NO. **21-13222**, 21-13223, 21-13224, 21-13225
21-7441, 21-7443, 21-7444

Island Park Water Co
c/o Dorothy McCarty
PO Box 2521
Idaho Falls ID 83403-2521

Sharla Cox
Administrative Assistant

EXHIBIT C

BOOK V PAGE 205

PROTECTIVE COVENANTS FOR CERTAIN REALTY SITUATED IN SECTION 13 Township 15 North, Range 43 E.B.M., to be hereafter VALLEY VIEW MANOR SUBDIVISION, FREMONT COUNTY, STATE OF IDAHO.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Milton T. Hoop and Dorothy E. Hoop, his wife, owners of the follwg described real property situated in Fremont County, Idaho, to-wit:

All of SE¼ OF THE NW¼, Section 13, T.15N. R 43 E.B.M.

EXC. of the NE¼
EXC. of the SE¼
East ½ of the SE¼
That part of the SW¼ of the NW¼ which lies East of the old Abandoned U.S. Highway 191
all parcels of land being in Section 13, Township 15 North, Range 43 East of the Boise Meridian.

MC 2876

and in order to protect subsequent owners of parcels or portions of said realty and in order to assure a uniform and desirable use, occupancy and buildings in said realty, do hereby impose the above described real Property with the following restrictions and covenants:

1. These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of twenty-five (25) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

2. No fraction shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

3. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 400 square feet, except by special approval as hereinafter provided.

4. No building shall be located on any portion thereof nearer to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however that this shall not be construed to permit any portion of a building on a portion thereof to encroach upon another portion.

5. Easements for installation and maintenance of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded.

6. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as a residence either temporarily or permanently.

8. No portion thereof shall be resubdivided into, nor shall any dwelling be erected or placed on, any portion thereof which does not provide at least 10,000 square feet for each family unit occupying such portion.

9. The Architectural Control Committee is composed of Alton T. Rose, J. EDWIN STROUD, and [redacted], all of Bonneville County, Idaho. A majority of the committee may designate a representative who shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area thereof above described shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

10. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Except to purchaser shall pay, or more than shall be paid, [illegible]

13. All individual water supply system shall be located, constructed and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

14. All individual sewage-disposal system shall be located, constructed and equipped in accordance with the standards and requirements which are equal to, or accepted by, the State and local and county authorities.

15. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway on the owner has the property for sale or development and in the hands of any real estate sales agent.

10. Enforcement of these Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

In Witness whereof, the parties hereto have set their names and have subscribed to the foregoing this 10 th day of January, 1963.

Milton T. Ross

Dorothy K. Ross

State of Idaho
County of Bonneville } ss.

On this 10 th day of January 1963, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Milton T. Ross and Dorothy K. Ross his wife known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same.

In Witness Whereof, I have set my hand and affixed my official seal the day and year in this certificate written.

298944

Notary Public for Idaho
Residing at: Idaho Falls, Idaho

Recorded
at
Request

PROTECTIVE COVENANTS FOR SHOTGUN VILLAGE ESTATES, DIVISION NO. 6, SHOTGUN VILLAGE ESTATES DIVISION NO. 7, SHOTGUN VILLAGE ESTATES DIVISION NO. 8, FREMONT COUNTY, IDAHO

KNOWN ALL MEN BY THESE PRESENTS: That Vacation Land, Inc., an Idaho Corporation, organized and existing under and by virtue of the laws of the State of Idaho and the undersigned are the owners of the following described property situate in Fremont County, Idaho, to-wit:

Shotgun Village Estates, Division No. 6, Shotgun Village Estates Division No. 7, Shotgun Village Estates Division No. 8, Fremont County, Idaho as shown on the recorded plat thereof.

In order to protect subsequent lot and home owners in said Shotgun Village Estates, Division No. 6, Shotgun Village Estates, Division No. 7 and Shotgun Village Estates Division No. 8, Fremont County, Idaho and in order to assure a uniform and desirable use, occupancy and buildings on said real property, do hereby impress the above described real property with the following covenants and restrictions:

These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of thirty (30) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

1. No lot or fractional lot shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon except as provided hereinafter

2. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided, and only one cabin or trailer shall be placed on any recorded lot except as follows:

Cabin only lots, Shotgun Village Estates Division No. 6 lots 14 thru 19 Blk. 50, lots 1, 2, 3, 6, 7, 8, 9, 11, 12 Block 51, Shotgun Village Estates Division No. 7 Lots 26, 27, 28, 29, 30, 35 Block 20, Lots 14 and 14A Block 24, Lots 1, 2C, 2B, 3, 5, 7, 9, 11, 13 Block 25, Shotgun Village Estates Division No. 8, Lots 3, 5, 7, 9, 11, 12, 13 Block 24, Lots 6 thru 13 Block 26. One out building per lot not less than 120 sq. ft.

3. No building shall be located or any portion thereof nearer than 25 feet to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps and open porches ahall not be considered as part of a building, provided, however that this shall not be constructed to permit any portion of building or a portion thereof to encroach upon another lot.

4. Easements for installation and maintenance of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded. No barb wire or chain link or mesh fences shall be permitted on property. Only pole fences around property shall be permitted. No fences shall be constructed across utility easements until all utilities have been constructed

5. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as residence either temporarily or permanently, except that one trailer per lot shall be permitted if no other resident exists on said lot. Trailers must be in good physical condition.

7. The Architectural Control Committee is composed of J. Edwin Strobel, Lloyd J. Benton and David E. Benton all of Bonneville County, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a dully recorded written instrument to change the membership of the committee or to withdraw, or restore to the committee any of its powers and duties.

8. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for said portion, provided a sign of not more than four square feet advertising the property during the construction and sales period.

10. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

11. All individual water supply systems shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

12. All individual sewage-disposal systems shall be located, constructed and equipped in accordance with the standards and requirements which are equal to or accepted by, the State and local and County authorities.

13. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate sales agent.

14. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

15. Invalidation of any one of these covenants by judgement to court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

VACATION LAND INC.
an Idaho Corporation

President

Secretary

Floyd J. Benton

Bruce B. Auger

Nancy Auger

Gary Stagge

Rita Stagge

Rex E. Richards
Annette N. Richards
John M. Arch
Phyllis L. Arch
Vaun Barber
Florence F. Heish
H. Paul Heish
Ray A. Blanchard
Lois M. Blanchard
Merly A. Mittan
Fern M. Mittan
Stephen G. Abbott
Sarah H. Abbott
Alan W. Nelson
Jan B. Nelson
John B. Lee
Betty Jean Lee

Marie L. Barber
Ralph J. Kunz
Carmen Kunz
Thomas R. Kunz
Margie H. Kunz
Ronald J. Puymirel
Linda K. Puymirel
Thayne S. Huntsman
Barbara L. Hammer
Gerald G. Hammer
Gene B. Huntsman

Verda L. Coyne
Walter L. Coyne
Phyllis Michel
Doris Michel

RESTRICTIVE COVENANTS FOR SHOTGUN VILLAGE ESTATES SUBDIVISION # 6

Robert Maki

Paula H Maki

STATE OF IDaho)
) ss.
COUNTY OF BONNEVILLE)

Personally appeared before me the undersigned Nortary Public, the above listed persons 43 in number known to me to be the signers of the above Restrictive Covenants and duly acknowledged to me that they executed the same for the purpose therein mentioned.

Dated at Idaho Falls, Ida this 16TH day of Aug 1974.

My Commission expires July 4, 1977

Notary Public

336850

Microfilm No.
9 Day Sept 19 74
At 3:30 O'Clock P M.
DARLENE M. CALONGE
Fremont Co. Recorder
Fee $ 6.00 Deputy
Recorded At Request Of

Microfilm No. 469865
3 Day Aug 2001
At 10:20 O'clock a M
ABBIE MACE
FREMONT CO. RECORDER
Fee $ 15 - Deputy
Recorded at Request of
Aspen Ridge H.O. Assoc.
#66 Box 18
I.P.I

BYLAWS

OF

ASPEN RIDGE PROPERTY OWNERS ASSOCIATION, INC.

The following Bylaws shall govern the members, officers and Directors of Aspen Ridge Property Owners Association, Inc.

ARTICLE I

MEMBERS

Membership in the association shall be limited to persons, firms and corporations which are owners of property in Aspen Ridge Subdivision #1, #2, #3 and #4 in Fremont County, Idaho. The owner of property within the subdivision shall be entitled to apply for membership in the association by submitting proof of ownership of property and completing the application for membership which the Board adopts. Any property owner within Aspen Ridge Subdivision #1, #2, #3 or #4 may be admitted to membership regardless of age, race, sex, religion, nationality, language or disability; provided that minors who are emancipated, must be represented by a guardian and conservator. Membership shall not be effective until the Board of Directors has approved the property owner's application for membership. Members shall notify the secretary of changes of address.

A member may be expelled if the member ceases to be a property owner or for non-payment of dues or for conduct which the Board of Directors of the association determines to be detrimental to the association or its purposes or goals. A member's rights may be suspended by the Board pending a hearing by the Board at the request of the member. The action of the Board shall be final with respect to suspension or termination of rights of a member.

ARTICLE II

VOTING

An owner of property within Aspen Ridge Subdivision #1, #2, #3 or #4 shall have one vote. If property is owned by a husband and wife or other co-owners, they shall designate one of the co-owners as the voting member. Until the co-owners agree who should vote the membership for the property, the membership shall not be entitled to a vote. If a lot is owned by a corporation, partnership or LLC, or other organization, it shall designate a voting member by written instructions filed with the secretary of the corporation. Members may vote by written proxy filed with the secretary before the vote is taken.

ARTICLE III

ANNUAL MEETING

An annual meeting of the members of the association shall be held in Island Park, Idaho in July of each year. The first meeting shall be called by the incorporators. The date of each succeeding annual meeting shall be determined at the preceding annual meeting. Special meetings of the members of the association may be called at any time upon the call of the president, vice president or secretary of the association or upon the request of ten percent (10%) of the owners of the association. The members present at a meeting called after due and legal notice shall constitute a quorum if at least one-third (1/3) of the members are present.

NOTICES

Notices of annual meetings shall be sent out at least fourteen (14) days prior to the annual meeting. Notices of special meetings shall be sent out at least fourteen (14) days prior to the time of a special meeting. Notices shall be deemed delivered when mailed by the secretary by regular first class mail with postage prepaid to the address shown on the membership rolls.

ARTICLE IV

DIRECTORS

The activities of the association shall be governed by its Board of Directors.

The incorporators of the association shall be the first Board of Directors. At the annual meeting of the association in July of 2002, the initial Board shall receive and approve the first memberships in the association. The members attending the meeting shall then elect a Board of six (6) members. The six members, so elected, shall draw lots for terms of 1, 2, and 3 years. A Director shall serve until his or her successor has been appointed or elected.

At the annual meeting in 2003, and each year thereafter, the members shall elect two (2) Directors who shall serve a three (3) year term.

If vacancies in the Board of Directors should occur, the Board shall appoint a new Director who shall serve the remainder of the term or the Director whose office has been vacated.

ARTICLE V

OFFICERS

All officers of the corporation shall be members of the Board of Directors of the association.

The Board shall elect a president, vice president, secretary and treasurer of the association. The president shall be the chief executive officer. He or she shall preside over meetings of the Board and meetings of the members of the association.

The vice president shall fill the duties of the president when the office of the president is vacant or when the president is unavailable to conduct the business of the association.

The secretary shall maintain the membership records of the association, including applications for membership and shall keep the minutes for the Board of Directors of the association and minutes of meetings of the members of the association.

The treasurer of the corporation shall be custodian of all funds of the corporation, shall keep accurate financial records of the association and shall make disbursements at the direction of the Board of Directors of the corporation.

The office of the secretary and treasurer may be combined. The Directors are authorized to employ assistant secretaries or treasurers who need not be officers of the corporation and who may be paid for their services if the Directors of the corporation authorize compensation.

The elected officers and Directors of the corporation shall not receive compensation for their services unless they perform extraordinary services for which the Board has authorized reasonable compensation in advance. Board members and officers and Directors of the corporation shall be entitled to reimbursement of reasonable travel costs for attending special meetings.

MEETINGS OF DIRECTORS

Directors shall meet after each annual meeting to organize themselves and elect officers. They shall meet at such other times as needed upon the request of two or more members.

ARTICLE VI

FUNCTIONS AND PURPOSES

The primary function of the association will be to oversee maintenance of the common roadways within the subdivision, determine a reasonable level of maintenance, including graveling, grading, drainage and weed control. The Board shall also have authority to supervise the paving of roadways within the subdivision if all of the property owners consent to such paving. The association shall encourage all the property owners to adopt and enforce reasonable rules for use of the common roadways in the subdivision. The association, through its Directors, shall represent the interests of the members of the association in seeing that each user of the roadway respects the rights of other members and pays a reasonable share of the cost and maintenance.

The association shall undertake any additional activities which the members or the Board of Directors determine to be in the best interest of the members of the association. Costs of such activities shall be allocated among the members who wish to participate on a fair and equitable basis.

ARTICLE VII

NO PROFIT TO MEMBERS

None of the income or earnings of the association shall inure to the benefit of any member. If the association is dissolved, the funds remaining in the association shall be distributed as provided in the Articles of Incorporation.

ARTICLE VIII

REGISTERED OFFICE AND AGENT

The registered office shall be at _____. The initial Registered Agent of the corporation shall be _____. The Directors of the corporation shall have the authority to change the registered office or the Registered Agent of the corporation, but they shall file notice of the change of the registered office or Registered Agent with the Secretary of State for Idaho and shall simultaneously give written notice to all members of the association of the change of address.

ARTICLE IX

AMENDMENTS

These bylaws may be amended by a 2/3 majority of votes cast at a regular or special meeting after notice of the meeting and of the proposed changes to the bylaws has been given to the members of record at least 14 days prior to the meeting.

CERTIFICATE OF BYLAWS

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, being and constituting the incorporators of Aspen Ridge Property Owners Association, Inc., a non-profit corporation formed under the laws of the State of Idaho, do hereby certify and declare that the above and foregoing Bylaws set forth and contained on pages 1 to 4 inclusive of this "Bylaws" were duly made and

adopted as and for the bylaws of this corporation and now constitute and are the bylaws thereof.

IN WITNESS WHEREOF, we have subscribed our names this 26 day of JULY, 2001.

Shirlene Kynaston

Irving Shearer

John Freeman

Robert L. Hansen

Theron Christiansen

William W. Heiter

Dee Ray Wheeler

The foregoing document was signed and dated this the 26th day of July, 2001 before me a Notary Public in and for the State of Idaho, County of Fremont.

BLAIR W. DANCE
Notary Public
State of Idaho

Residing at Ashton
MY COMMISSION EXPIRES
May 2, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

PROTECTIVE COVENANTS FOR GOOSE BAY ESTATES, DIVISION NO. 1
GOOSE BAY ESTATES DIVISION NO. 2, FREMONT COUNTY, IDAHO

KNOW ALL MEN BY THESE PRESENTS: That The Sawtell Inc. , an Idaho corporation, organized and existing under and by virtue of the laws of the State of Idaho, Joseph Sherwood, Charley Sherwood, Rosetta Ainsworth, Clarence Sherwood, Geneva Talbot and Walter Sherwood are the owners of the following described property situate in Fremont County, Idaho, to-wit:

Goose Bay Estates, Division No. 1 and Goose Bay Estates Division No. 2 Fremont County, Idaho, as shown on the recorded plat thereof.

In order to protect subsequent lot and home owners in said Goose Bay Estates Division No. 1 and Goose Bay Estates Division No. 2, Fremont County, Idaho and in order to assure a uniform and desirable use, occupancy and buildings on said real property, do hereby impress the above described real property with the following covenants and restrictions:

These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of thirty (30) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

1. No fraction shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

2. The ground floor area of any structure erected on said realty or any portion thereof, exculsive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided, and only one cabin or trailer shall be placed on any recorded lot. One out building per lot not less than 120 sq. ft.

3. No building shall be located or any portion thereof nearer than 25 feet to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of a building, provided, however that this shall not be constructed to permit any portion of building or a portion thereof to encroach upon another lot.

4. Easements for installation and maintenance of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded. No barb wire or chain link or mesh fences shall be permitted on property. Only pole fences around property shall be permitted. No fences shall be constructed across utility easements until all utilities have been constructed.

5. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as residence either temporarily or permanently, except that one trailer per lot shall be permitted if no other resident exists on said lot.Trailers must be in good physical condition.

7. The Architectural Control Committee is composed of J. Edwin Strobel, Lloyd J. Benton and David E. Benton all of Bonneville County, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw, or restore to the committee any of its powers and duties.

9. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for said portion, provided a sign of not more than four square feet advertising the property during the construction and sales period.

11. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

12. All individual water supply systems shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

13. All individual sewage-disposal systems shall be located, constructed and equipped in accordance with the standards and requirements which are equal to, or accepted by, the State and local and County authorities.

14. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate sales agent.

15. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

16. Invalidation of any one of these covenants by judgement to court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

State of Idaho)
:ss.
County of Bannock)

On this 19th day of March 1970, befor me the undersigned a Notary Public for Idaho, personally appeared CLARENCE SHERWOOD, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed same.

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

George R. Phillips
Notary Public for Idaho
Residing at Pocatello, Idaho

State of ~~Idaho~~ MONTANA)
:ss.
County of ~~Fremont~~ GALLATIN)

On this 12 day of MARCH 1970, before me the undersigned a Notary Public for Idaho, personally appeared GENEVA TALBOT, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed same.

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

Betty L Nelson
Notary Public for ~~Idaho~~ MONTANA
Residing at: WEST yellowstone MONTANA

State of Idaho)
:ss.
County of Bonneville)

On this 12TH day of June 1970, before me the undersigned a Notary Public for Idaho, Personally appeared , J. Edwin Strobel and Lloyd J Benton, known to me to be the corporate officers of Sawtell Inc. and persons whose names are subscribed to the within instrument and acknowledge to me that they executed same.

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

David E. Gardner
Notary Public for Idaho
Residing at Idaho Falls, Idaho

FILED FOR RECORD AT THE REQUEST OF
Beam Bentley & Lundquist
of Idaho
at 50 minutes past 9 o'clock A.M. this 19 day of June 1970
and recorded in Book page
of Records of Fremont County,
State of Idaho. Fee $ 6.00
Recorder.
By deputy

310832

State of Idaho)
: ss.
County of Bonneville)

On this 9th day of March 1970, before me the undersigned, a Notary Public for Idaho, personally appeared WALTER SHERWOOD, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed same.

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

J. M. McGrane
Norary Public for Idaho
Residing at Idaho Falls, Idaho

State of ~~Idaho~~ MONTANA
:ss.
County of Gallatin)

On this 12 day of March 1970, before me the undersigned, a Notary Public for Montana, personally appeared JOSEPH SHERWOOD, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed same.

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

Betty L. Nelson
Notary Public for Montana
Residing at West Yellowstone, Mont.

State of Idaho)
:ss.
County of Gooding)

On this 18 day of March 1970, before me the undersigned, a Notary Public for Idaho, personally appeared CHARLEY SHERWOOD, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed same.

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

David P. Nicholson
Notary Public for Idaho
Residing at: Hagerman Ida

State of Idaho)
:ss.
County of Gooding)

On this 18 day of March 1970, before me the undersigned a Notary Public for Idaho, personally appeared ROSETTA AINSWORTH, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed same.

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

David P. Nicholson
Notary Public for Idaho
Residing at: Hagerman Ida

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

SAWTELL INC.
an Idaho Corporation

President

Secretary

WALTER SHERWOOD

JOSEPH SHERWOOD

CHARLEY SHERWOOD

ROSETTA AINSWORTH

CLARENCE SHERWOOD

GENEVA TALBOT

RESTRICTIVE COVENANTS

WHEREAS the following described real property, to wit:

SHOTGUN VILLAGE ESTATES SUBDIVISION # 1

SHOTGUN VILLAGE ESTATES SUBDIVISION # 3
both located in Section 12, Township 13 North, Range 42 E. B. M.
and both recorded Subdivisions.

IN WITNESS whereof the granters have hereto affixed their signatures this 26 day of November 1968.

Lloyd J. Benton — J. Edwin Strobel

Daniel W. Benton — Joan B. Benton — John E. Benton — Deanna T. Benton

Shawna E. Strobel — Elaine G. Benton — Rex T. Price — Kathrun K. Price

David E. Benton — Marvel C. Benton

Lloyd J. Benton — J. Edwin Strobel
ATTORNEY IN FACT — ATTORNEY IN FACT

State of Idaho)
County of Bonneville)

On this 26th day of November in the year of 1968, before me the undersigned, a notary Public in and for the State of Idaho, personally appeared, J. Edwin Strobel and Lloyd J. Benton 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 set my hand and Seal.

Natala C. Brunt
Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho

FILED FOR RECORD AT THE REQUEST OF
of 315397
at 05 minutes past 9
o'clock A M this 8
day of November 19 69
and recorded in Book ..... page ..... of ..... Records of Fremont County, State of Idaho. Fee $ 2.—
Marie Bauer
Recorder.
By ..... deputy

In order to protect subsequent owners of parcels or portions of said realty and in order to assure a uniform and desirable use, occupancy and buildings in said realty, do hereby impress the above described real property with the following restrictions and covenants:

1. These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of thirty (30) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

2. No fraction shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

3. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided, and only one cabin or trailer shall be placed on any recorded lot.

4. No building shall be located on any portion thereof nearer than 25 feet to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however that this shall not be construted to permit any portion of a building or a portion thereof to encroach upon another lot.

5. Easements for installation and maintenance of utilities and drainage facilities and acess roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded. No barb wire or chain link or mesh fences shall be permitted on property. Only pole fences around property shall be permitted. No fences shall be constructed across utility easements until all utilities have been constructed.

6. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temopory character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as a residence either temporarily or permanently, except that one trailer per lot shall be permitted if no other resident exists on said lot.

9. The Architectural Control Committee is composed of [redacted], J. EDWIN STROBEL and LLOYD BENTON all of Bonneville County, Idaho. A majority of the committee may designate a representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area thereof above described shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

10. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit is enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the protion or any other name that the owner may select for said protion, provided a sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

13. All individual water supply system shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

14. All individual sewage-disposal system shall be located, constructed and equipped in accordance with the standards and requirements which are equal to, or accepted by, the State and local and County authorities.

15. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or developement and in the hands of any real estate sales agent.

16. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

17. Invalidation of any one of these covenants by judgement to court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

RESTRICTIVE COVENANTS

WHEREAS the following described real property, to wit:

SHOTGUN VILLAGE ESTATES SUBDIVISION # 1

SHOTGUN VILLAGE ESTATES SUBDIVISION # 3
both located in Section 12, Township 13 North, Range 42 E. B. M.
and both recorded Subdivisions.

IN WITNESS whereof the granters have hereto affixed their signatures this 26 day of November 1968.

Lloyd J. Benton — J. Edwin Strobel

Daniel W. Benton — Joan B. Benton — John E. Benton — Deanna T. Benton

Shawna E. Strobel — Elaine G. Benton — Rex T. Price — Kathrun K. Price

David E. Benton — Marvel C. Benton

Lloyd J. Benton — J. Edwin Strobel
ATTORNEY IN FACT — ATTORNEY IN FACT

State of Idaho)

County of Bonneville)

On this 26th day of November in the year of 1968, before me the undersigned, a notary Public in and for the State of Idaho, personally appeared, J. Edwin Strobel and Lloyd J. Benton 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 set my hand and Seal.

Rachel C. Brunt
Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho

FILED FOR RECORD AT THE REQUEST OF

of 315397

at 05 minutes past 2

o'clock A M. this 8

day of June 19 69

and recorded in Book ..... Records

of ..... page .....

Records of Fremont County,

State of Idaho. Fee $ 2.—

Marvin Bauer
Recorder.

By Nannette Bauer
deputy

In order to protect subsequent owners of parcels or portions of said realty and in order to assure a uniform and desirable use, occupancy and buildings in said realty, do hereby impress the above described real property with the following restrictions and covenants:

1. These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of thirty (30) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

2. No fraction shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

3. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided, and only one cabin or trailer shall be placed on any recorded lot.

4. No building shall be located on any portion thereof nearer than 25 feet to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however that this shall not be construted to permit any portion of a building or a portion thereof to encroach upon another lot.

5. Easements for installation and maintenance of utilities and drainage facilities and acess roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded. No barb wire or chain link or mesh fences shall be permitted on property. Only pole fences around property shall be permitted. No fences shall be constructed across utility easements until all utilities have been constructed.

6. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temopory character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as a residence either temporarily or permanently, except that one trailer per lot shall be permitted if no other resident exists on said lot.

9. The Architectural Control Committee is composed of [redacted], J. EDWIN STROBEL and **LLOYD BENTON** all of Bonneville County, Idaho. A majority of the committee may designate a representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area thereof above described shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

10. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit is enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the protion or any other name that the owner may select for said protion, provided a sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

13. All individual water supply system shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

14. All individual sewage-disposal system shall be located, constructed and equipped in accordance with the standards and requirements which are equal to, or accepted by, the State and local and County authorities.

15. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or developement and in the hands of any real estate sales agent.

16. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

17. Invalidation of any one of these covenants by judgement to court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

PROTECTIVE COVENANTS FOR SHOTGUN VILLAGE ESTATES, DIVISION NO. 2, SHOTGUN VILLAGE ESTATES DIVISION NO. 4, FREMONT COUNTY, IDAHO

KNOW ALL MEN BY THESE PRESENTS: That Daniel W. Benton, Joan B. Benton, John E. Benton, Deanna T. Benton, J. Edwin Strobel, Shawna E. Strobel, David E. Benton, Marvel C. Benton, Lloyd J. Benton and Elaine G. Benton are the owners of the following described property situate in Fremont County, Idaho, to-wit:

Shotgun Village Estates, Division No. 2 and Shotgun Village Estates Division No. 4 Fremont County, Idaho as shown on the recorded plat thereof.

In order to protect subsequent lot and home owners in said Shotgun Village Estates Division No. 2 and Shotgun Village Estates Division No. 4, Fremont County, Idaho and in order to assure a uniform and desirable use, occupancy and buildings on said real property, do hereby impress the above described real property with the following covenants and restrictions:

The covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of thirty (30) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

1. No lot or fractional lot shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon except as provided hereinafter.

2. Limited Commercial District shall consist of the following lots and Blocks: Lots 1 thru 10 Block 5, Lots 31 thru 35 Block 6, Lots 26 thru 30 Block 7, Lots 1 thru 12 Block 14 Shotgun Village Estates Division No. 4, Fremont County, Idaho. On these lots the primary use of the land is for commercial purposes, characterized by a mixture of dwellings, retail businesses, service establishments, apartment houses, motels, clubs, lodges, trailer parks and other similar uses ruled by the Architectural Control Committee to be in harmony with the objectives and characteristics of this District. Within this District all outside storage of materials and equipment shall be enclosed within a sight-obscuring fence or wall.

3. The ground floor area of any structure erected on said realty or any portion thereof, exculsive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided, and only one cabin or trailer shall be placed on any recorded lot, except in the Limited Business District where any number of buildings are allowed as long as they meet the front and side yard requirements as hereinafter provided.

4. No building shall be located or any portion thereof nearer than 25 feet to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of a building, provided, however that this shall not be constructed to permit any portion of building or a portion thereof to encroach upon another lot.

5. Easements for installation and maintenance of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded. No barb wire or chain link or mesh fences shall be permitted on property. Only pole fences around property shall be permitted except in the Limited Business District where a sight-obscuring fence or wall is allowed. No fences shall be constructed across utility easements until all utilities have been constructed.

6. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as residence either temporarily or permanently, except that one trailer per lot shall be permitted if no other resident exists on said lot. Trailers must be in good physical condition. Limited Commercial District does allow Trailer Parks.

8. The Architectural Control Committee is composed of J. Edwin Strobel, Lloyd J. Benton and David E. Benton all of Bonneville County, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw, or restore to the committee any of its powers and duties.

9. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for said portion, provided a sign of not more than four square feet advertising the property during the construction and sales period, except in the Limited Commercial District where non-lighted or lighted non-flashing signs are allowed.

11. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

12. All individual water supply systems shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

13. All individual sewage-disposal systems shall be located, constructed and equipped in accordance with the standards and requirements which are equal to or accepted by, the State and local and County authorities.

14. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate sales agent.

15. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either torestrain such violation or to recover damages.

16. Invalidation of any one of these covenants by judgement to court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

DANIEL W. BENTON

JOAN B. BENTON

JOHN E. BENTON

DEANNA T. BENTON

DAVID E. BENTON

MARVEL C. BENTON

J. EDWIN STROBEL

SHANNA E. STROBEL

LLOYD J. BENTON

ELAINE G. BENTON

J. EDWIN STROBEL

LLOYD J. BENTON

ATTORNEYS IN FACT

State of Idaho)
:ss.
County of Bonneville)

On this 14th day of December 1970, before me the undersigned, a Notary Public for Idaho, personally appeared J. EDWIN STROBEL and LLOYD J. BENTON, known to me to be the persons whose names are subscribed to the above instrument and subscribed the names of Daniel W. Benton, Joan B. Benton, John E. Benton, Deanna T. Benton, David E. Benton and Marvel C. Benton; signed for and in their behalf as their lawful Attorney in Fact, and acknowledge to me that they executed the same.

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

Notary Public for Idaho
Residing at Idaho Falls, Idaho

322872

Filed May 10, 1971
At 3:50 P.M.
Roy O. Judkins, Fremont
County Recorder
Edna Harris
Deputy

DECLARATION OF COVENANTS FOR OWNERS REALTY SITUATED SITUATED IN SECTION 2, TOWNSHIP 14 NORTH, RANGE 43 EAST OF BOISE MERIDIAN, TO BE HEREAFTER KNOWN AS LAKE VIEW SUBDIVISION, FREMONT COUNTY, STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

LLOYD F. MICHELSEN, NEVA MICHELSEN

OWNERS OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN FREMONT COUNTY, IDAHO, TO WIT:

Beginning at a point on the North boundary line of Section Two(2), Township Fourteen (14) North, Range Forty-three (43) East of the Boise Meridian, which point is twelve hundred and sixty-one feet east of the center line of U. S. Highway No. 191 as it is presently located on the date hereof, thence West along said North boundary line Eight hundred(800) feet; thence South Eleven hundred (1,100) feet; thence East Eight hundred (800) feet; thence North Eleven hundred (1,100) feet to the true point of beginning.

and in order to protect subsequent owners of parcels or portions of said realty and in order to ensure a uniform and desirable use, occupancy and buildings in said realty, do hereby impose the above described real property with the following restrictions and covenants:

1. These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereon, for a period of twenty-five (25) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

2. No fraction shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

3. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided.

4. No building shall be located on any portion thereof nearer to the front boundary line or nearer to the side boundary line than 10 feet. For the purpose of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a portion thereof to encroach upon another portion.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded.

6. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as a residence either temporarily or permanently.

8. No portion thereof shall be resubdivided into, nor shall any dwelling be erected or placed on, any portion thereof which does not provide at least 10,000 square feet for each family unit occupying such portion.

9. The Architectural Control Committee is composed of RAY PRICE, J. EDWIN STROUD, and LLOYD F. MICHELSEN, all of Bonneville County, Idaho. A majority of the committee may designate a representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area thereof above described shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

10. The Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and applications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for said portion, provided a sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

13. All individual water supply system shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

14. All individual sewage-disposal system shall be located, constructed and equipped in accordance with the standards and requirements which are equal to, or accepted by, the State and local and county authorities.

15. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate sales agent.

16. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restain such violation or to recover damages.

17. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND HAVE SUBSCRIBED TO THE FOREGOING THIS 17 DAY OF July, 1963.

Lloyd Mickelson

Reva Mickelson

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

On this 17 day of July, 1963 before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Lloyd F. Mickelson, Reva Mickelson, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Indiana
Residing Allen County, Indiana

PROTECTIVE COVENANTS FOR SHOTGUN VILLAGE ESTATES, DIV. No. 5
FREMONT COUNTY, IDAHO

KNOWN ALL MEN BY THESE PRESENTS: That Vacation Land, Inc. , an Idaho Corporation, organized and existing under and by virtue of the laws of the State of Idaho and Edna O. Powers are the owners of the following described property situate in Fremont County, Idaho, to-wit:

> Shotgun Village Estates, Division No. 5, Fremont County, Idaho, as shown on the recorded plat thereof.

In order to protect subsequent lot and home owners in said Shotgun Village Estates, Division No. 5, Fremont County, Idaho and in order to assure a uniform and desirable use, occupancy and buildings on said real property , do hereby impress the above described real property with the following covenants and restrictions:

These covenants and restrictions are to run with the land and all persons and corpprations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of thirty (30) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

1. No fraction shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

2. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided, and only one cabin or trailer shall be placed on any recorded lot. One out building per lot not less than 120 sq. ft.

3. No building shall be located or any portion thereof nearer than 25 feet to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of a building, provided, however that this shall not be constructed to permit any portion of building or a portion thereof to encroach upon another lot.

4. Easements for installation and maintenance of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded. No barb wire or chain link or mesh fences shall be permitted on property. Only pole fences around property shall be permitted. No fences shall be constructed across utility easements until all utilities have been constructed.

5. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as residence either temporarily or permanently, except that one trailer per lot shall be permitted if no other resident exists on said lot. Trailers must be in good physical condition.

7. The Architectural Control Committee is composed of J. Edwin Strobel, Lloyd J. Benton and David E. Benton all of Bonneville County, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw, or restore to the committee any of its powers and duties.

8. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for said portion, provided a sign of not more than four square feet advertising the property during the construction and sales period.

10. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

11. All individual water supply systems shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

12. All individual sewage-disposal systems shall be located, constructed and equipped in accordance with the standards and requirements which are equal to, or accepted by, the State and local and County authorities.

13. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate sales agent.

14. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

15. Invalidation of any one of these covenants by judgement to court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

VACATION LAND INC.
an Idaho Corporation

J. Edwin Strobel
President

Lloyd J. Benton
Secretary

x Edna O. Powers x
Edna O. Powers

State of Idaho)):ss
County of Bonneville)

On this 4th day of November 1970, before me the undersigned, a Notary Public for Idaho, personally appeared, J. Edwin Strobel and Lloyd J. Benton, known to me to be the corporate officers of Vacation Land Inc. and persons whose names are subscribed to the within instrument and acknowledge to me that they executed same.

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

C. Lloyd Davis
Notary Public for Idaho
Residing at Idaho Falls, Idaho

PROTECTIVE COVENANTS FOR SHOTGUN VILLAGE ESTATES, DIVISION NO. 6, SHOTGUN VILLAGE ESTATES DIVISION NO. 7, SHOTGUN VILLAGE ESTATES DIVISION NO. 8, FREMONT COUNTY, IDAHO

KNOWN ALL MEN BY THESE PRESENTS: That Vacation Land, Inc., an Idaho Corporation, organized and existing under and by virtue of the laws of the State of Idaho and the undersigned are the owners of the following described property situate in Fremont County, Idaho, to-wit:

Shotgun Village Estates, Division No. 6, Shotgun Village Estates Division No. 7, Shotgun Village Estates Division No. 8, Fremont County, Idaho as shown on the recorded plat thereof.

In order to protect subsequent lot and home owners in said Shotgun Village Estates, Division No. 6, Shotgun Village Estates, Division No. 7 and Shotgun Village Estates Division No. 8, Fremont County, Idaho and in order to assure a uniform and desirable use, occupancy and buildings on said real property, do hereby impress the above described real property with the following covenants and restrictions:

These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of thirty (30) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

1. No lot or fractional lot shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon except as provided hereinafter

2. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided, and only one cabin or trailer shall be placed on any recorded lot except as follows:

Cabin only lots, Shotgun Village Estates Division No. 6 lots 14 thru 19 Blk. 50, lots 1, 2, 3, 6, 7, 8, 9, 11, 12 Block 51, Shotgun Village Estates Division No. 7 Lots 26, 27, 28, 29, 30, 35 Block 20, Lots 14 and 14A Block 24, Lots 1, 2C, 2B, 3, 5, 7, 9, 11, 13 Block 25, Shotgun Village Estates Division No. 8, Lots 3, 5, 7, 9, 11, 12, 13 Block 24, Lots 6 thru 13 Block 26. One out building per lot not less than 120 sq. ft.

3. No building shall be located or any portion thereof nearer than 25 feet to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps and open porches ahall not be considered as part of a building, provided, however that this shall not be constructed to permit any portion of building or a portion thereof to encroach upon another lot.

4. Easements for installation and maintenance of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded. No barb wire or chain link or mesh fences shall be permitted on property. Only pole fences around property shall be permitted. No fences shall be constructed across utility easements until all utilities have been constructed

5. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as residence either temporarily or permanently, except that one trailer per lot shall be permitted if no other resident exists on said lot. Trailers must be in good physical condition.

7. The Architectural Control Committee is composed of J. Edwin Strobel, Lloyd J. Benton and David E. Benton all of Bonneville County, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a dully recorded written instrument to change the membership of the committee or to withdraw, or restore to the committee any of its powers and duties.

8. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for said portion, provided a sign of not more than four square feet advertising the property during the construction and sales period.

10. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

11. All individual water supply systems shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

12. All individual sewage-disposal systems shall be located, constructed and equipped in accordance with the standards and requirements which are equal to or accepted by, the State and local and County authorities.

13. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate sales agent.

14. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

15. Invalidation of any one of these covenants by judgement to court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

VACATION LAND INC.
an Idaho Corporation

President

Secretary

Bruce B. Auger

Nancy Auger

State of Utah)
County of Salt Lake) :ss

On this 12th day of January 1971 ~~A.D.~~, before me the undersigned a Notary Public for Utah, personally appeared Edna O. Powers, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed same.

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

Edna O. Powers
Notary Public for Utah
Residing at Salt Lake City, Ut.

[illegible]
Filed May 10 71
at 1:38 P.M.
Don C. Jenkins, Recorder
County Recorder
Edna Powers
Deputy

BOOK 354
PAGE 343

RESTRICTIVE COVENANTS FOR CERTAIN REALTY SITUATED SITUATED IN SECTION TWO(2), TOWNSHIP 16 NORTH, RANGE 43 EAST OF THE BOISE MERIDIAN, TO BE KNOWN AS LAKE VIEW SUBDIVISION, FREMONT COUNTY, STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS THAT WE, *[illegible]*

LLOYD E. ECKELBERRY AND A. ECKELBERRY

OWNERS OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN FREMONT COUNTY, IDAHO, TO-WIT:

Beginning at a point on the North boundary line of Section Two(2), Township Fourteen (14) North, Range Forty-three (43) East of the Boise Meridian, Which point is Twelve Hundred and Sixty-One feet West of the Center line of U. S. Highway No. 191 as it is presently located on the date hereof, thence West along said North boundary line Eight hundred(800) feet; thence South Eleven hundred (1,100) feet; thence East Eight hundred (800) feet; thence North Eleven hundred (1,100) feet to the true point of beginning.

and in order to protect subsequent owners of parcels or portions of said realty and in order to insure a uniform and desirable use, occupancy and buildings in said realty, do hereby impose the above described real property with the following restrictions and covenants:

1. These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of twenty-five (25) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

2. No tract shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

3. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 400 square feet, except by special approval as hereinafter provided.

4. No building shall be located on any portion thereof nearer to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however that this shall not be construed to permit any portion of a building on a portion thereof to encroach upon another portion.

5. Easements for installation and maintenance of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty, and to be hereafter recorded.

6. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as a residence either temporarily or permanently.

8. No portion thereof shall be re-divided into, nor shall any dwelling be erected or placed on, any portion thereof which does not provide at least 10,000 square feet for each family unit occupying such portion.

9. The Architectural Control Committee is composed of RAY RUCK, J. EDWIN STROUD, and LLOYD P. NICKERSON, all of Bonneville County, Idaho. A majority of the committee may designate a representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area thereof above described shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

10. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for said portion, provided a sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

13. All individual water supply system shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the state and county health authorities, and all laws, regulations, and ordinances, state and otherwise shall be complied with.

14. All individual sewage-disposal system shall be located, constructed and equipped in accordance with the standards and requirements which are equal to, or accepted by, the state and local and county authorities.

15. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate sales agent.

16. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restain such violation or to recover damages.

17. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR NAMES AND HAVE SUBSCRIBED TO THE FOREGOING THIS 17 DAY OF June 1965

Lloyd Nickelson

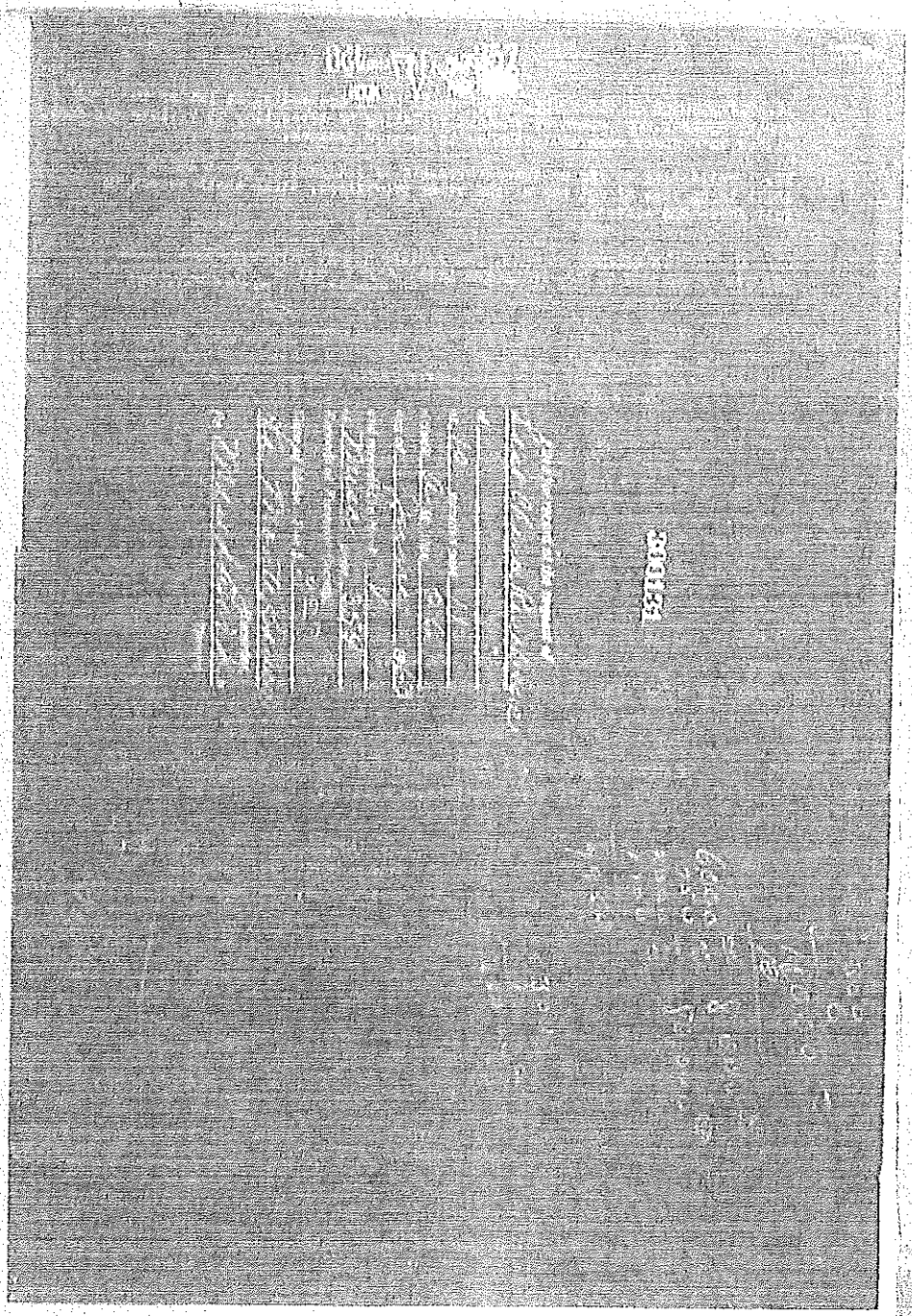
Nova Nickelson

STATE OF INDIANA
COUNTY OF ALLEN SS:

On this 17 day of June, 1965 before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Lloyd E. Nickelson, Nova Nickelson, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Indiana
Residing At Fort Wayne, Indiana



BOOK V PAGE 205

PROTECTIVE COVENANTS FOR DEVELOPMENT REALTY DESIGNED IN SECTION 13
Township 15 North, Range 43 E.B.M., TO BE KNOWN AS VALLEY VIEW RANCH
SUBDIVISION, FREMONT COUNTY, STATE OF IDAHO.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Milton E. Hammond
Dorothy W. Hammond his wife, owners of the following described real property
situated in Fremont County, Idaho, to-wit:

All of SE¼ of the NW¼, Section 13, T.15N., R.43 E.B.M.

SW¼ of the NE¼
NW¼ of the SE¼
East ½ of the SE¼
That part of the SW¼ of the NW¼ which lies East of the old
Abandoned U.S. Highway 191
All parcels of land being in Section 13, Township 15 North,
Range 43 East of the Boise Meridian.

BOOK 205 PAGE

and in order to protect subsequent owners of parcels or portions of said realty and in order to insure a uniform and desirable use, occupancy and buildings in said realty, do hereby impress the above described real property with the following restrictions and covenants:

1. These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of twenty-five (25) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

2. No fraction shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

3. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 400 square feet, except by special approval as hereinafter provided.

4. No building shall be located on any portion thereof nearer to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however that this shall not be construed to permit any portion of a building on a portion thereof to overreach upon another portion.

5. Easements for installation and maintenance of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded.

6. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as a residence either temporarily or permanently.

8. No portion thereof shall be re-divided into, nor shall any dwelling be erected or placed on, any portion thereof which does not provide at least 10,000 square feet for each family unit occupying such portion.

9. The Architectural Control Committee is composed of Allen F. Rose, Edwin Brooks, and [redacted]. A majority of the committee may designate a representative who shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area thereof above described shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

10. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted or commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for such portion, provided a sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, except in purchaser shall

13. All individual water supply system shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

14. All individual sewage-disposal system shall be located, constructed and equipped in accordance with the standards and requirements which are equal to or acceptable by the State and local and county authorities.

15. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractors, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate sales agent.

16. Enforcement of these covenants shall be by proceeding at law or in law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

In Witness whereof, the parties hereto have set their hands and have subscribed to the foregoing this 10 th day of January, 1963.

Milton T. Hogg

Dorothy L. Hogg

State of Idaho
County of Bonneville } ss.

On this 10 th day of January 1963, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Milton T. Hogg and Dorothy L. Hogg, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

In Witness Whereof, I have set my hand and affixed my official seal the day and year in this certificate written.

298944

Notary Public for Idaho
Residing at Idaho Falls, Idaho

Rex E. Richards
Annette M. Richards
Paul M. Acda
Phyllis D. Acda
Vernon Barber
Florence F. Hirsch
H. Paul Hirsch
Ray D. Blanchard
Lois M. Blanchard
Wesley A. Mittan
Fern M. Mittan
Stephen G. Abbott
Sarah H. Abbott
Alan W. Nelson
Jean B. Nelson
John B. Lee
Betty Jean Lee

Marie C. Barber
Ralph J. Kunz
Carmen Kunz
Thomas R. Kunz
Margie H. Kunz
Ronald J. Pugmire
Linda K. Pugmire
Thayne S. Huntsman
Barbara L. Hammer
Gerald G. Hammer
Alene B. Huntsman

Verda L. Coyne
Walter J. Coyne
Lionel Michel
Doris Michel

RESTRICTIVE COVENANTS FOR SHOTGUN VILLAGE ESTATES SUBDIVISION # 6

Robert Maki

Paula H Maki

STATE OF IDaho)
) ss.
COUNTY OF BONNEVILLE)

Personally appeared before me the undersigned Nortary Public, the above listed persons 43 in number known to me to be the signers of the above Restrictive Covenants and duly acknowledged to me that they executed the same for the purpose therein mentioned.

Dated at Idaho Falls, Ida this 16TH day of Aug 1974.

My Commission expires July 1, 1977

Notary Public

336850

Microfilm No.
9 Day Sept 19 74
At 3:30 O'Clock P M.
DARLENE M. CALONGE
Fremont Co. Recorder
Fee $ 2.00 E.P. Deputy
Recorded At Request Of
Lloyd D. Burton

PROTECTIVE COVENANTS FOR CERTAIN REALTY SITUATED IN SECTION 2, TOWNSHIP 14 NORTH, RANGE 43 EAST OF THE BOISE MERIDIAN, TO BE HEREAFTER KNOWN AS ASPEN RIDGE SUBDIVISION, FREMONT COUNTY, STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, LLOYD P. NICKELSEN and REVA NICKELSEN, his wife, and R. KAY HARRT AND VIOLET HARRT owners of the following described real property situated in Fremont County, Idaho, to-wit:

Beginning at a point on the North boundary line of Section Two (2) Township Fourteen (14) North, Range Forty-three (43) East of the Boise Meridian, which point is Four Hundred Sixty-one (461) feet West of the center line of U. S. Highway No. 191 as it is presently located on the date hereof, thence West along said North boundary line Eight Hundred (800) feet; thence South Eleven Hundred (1,100) feet; thence East Eight Hundred (800) feet; North Eleven Hundred (1,100) feet to the point of beginning.

and in order to protect subsequent owners of parcels or portions of said realty and in order to assure a uniform and desirable use, occupancy and buildings in said realty, do hereby impress the above described real property with the following restrictions and covenants:

1. These covenants and restrictions are to run with the land and all persons and corporations who now own, or shall hereafter acquire any interest in any of the land hereinbefore described or any lot, portion or parcel thereof, shall be taken and held to agree and covenant with the owners of the said land with their heirs and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and as to construction of residences and improvements thereof, for a period of twenty-five (25) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of said portions thereof and land it is agreed to change such covenants in whole or in part, such vote to require two-thirds majority of the then owners of said tract and that evidence of said vote to be recorded with the County Recorder of Fremont County, Idaho.

2. No fraction shall be improved, used or occupied for any other than private residential purposes, and no store, flat or apartment house intended for residential purposes shall be erected thereon, except as provided hereinafter.

3. The ground floor area of any structure erected on said realty or any portion thereof, exclusive of one-story porches and garages, shall be not less than 480 square feet, except by special approval as hereinafter provided.

4. No building shall be located on any portion thereof nearer to the front boundary line or nearer to the side boundary line than 10 feet. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as part of a building, provided, however that this shall not be construed to permit any portion of a building on a portion thereof to encroach upon another portion.

5. Easements for installation and maintenace of utilities and drainage facilities and access roads are reserved as shown on the plat attached hereto of the described realty and to be hereafter recorded.

6. No noxious or offensive activity shall be carried on upon any portion thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion thereof at any time as a residence either temporarily or permanently.

8. No portion thereof shall be re-divided into, nor shall any dwelling be erected or placed on, any portion thereof which does not provide at least 1,000 square feet for each family unit occupying such portion.

9. The Architectural Control Committee is composed of REX PRICE, J. EDWIN STROBEL and LLOYD P. MICKELSEN, all of Bonneville County, Idaho. A majority of the committee may designate a representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area thereof above described shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

10. The committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No sign of any kind shall be displayed to the public view on any portion thereof except for signs indicating the name of the owner of the portion or any other name that the owner may select for said portion, provided a sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock, or poultry shall be raised, bred, or kept on any portion thereof, provided, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

13. All individual water supply system shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendation of the State and County Health Authorities, and all laws, regulations, and ordinances, State and otherwise shall be complied with.

14. All individual sewage-disposal system shall be located, constructed and equipped in accordance with the standards and requirements which are equal to, or accepted by the State and local State and County authorities.

15. The restrictions and limitations herein contained shall not apply to any portion thereof occupied by the builder, contractor, or above named owner while construction of any dwelling is underway or while the owner has the property for sale or development and in the hands of any real estate agent.

16. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain such violation or to recover damages.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their names and have subscribed to the foregoing this 26 day of June, 1962.

Earl Nicholson

Rena Nicholson

E. K. Hart

Vivel Hart

STATE OF IDAHO)
: ss.
County of Bonneville)

On this 26 day of ~~June~~ July 1962, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Lloyd Nicholson, Rena Nicholson, E. K. Hart, Vivel Hart known to me to be the persons whose names are subscribed to the foregoing 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 written.

Helen Stoddard
Notary Public for Idaho
Residing at: Idaho Falls, Idaho

EXHIBIT D

COPY

CUSTOMER TARIFF * I.P.U.C. IS OF THE OPINION THAT THE WATER TARIFF IS FOR A 12-MONTH PERIOD FOR THE YEAR.

I.P.U.C. SET THE INTEREST RATE ON PAST DUE ACCOUNTS AT 12% PER YEAR. LATE FEES ARE SUBJECT TO BEING APPLIED THE 15TH OF EACH MONTH.

THE COMP INTEREST RATE IS SET AT !2% PER YEAR FOR UNPAID SERVICE.

THE I.P.U.C. ACKNOWLEDGED THE COMPANY FISCAL YEAR IS APRIL 1 TO MARCH 31.

THE I.P.U.C. IS OF THE OPINION THAT THE WATER TARIFF IS FOR THE YEAR BEGINNING JANUARY TO DECEMBER. THE BILLING CAN BE APPLIED MAY 1 IF COMPANY DESIRES. MARCH 31, THE FOLLOWING YEAR AN ACCOUNT WILL BE 15 MONTHS DELINQUENT IF NOT PAID AND CAN BE DISCONNECTED.

THE COMPANY IS AUTHORIZED TO BILL AN ADDITIONAL $84 PER CONNECTION NOVEMBER 2009 FOR NOVEMBER TO DECEMBER OF 2009.

THE NEW RATE OF $280 COMMENCES 2010.

I.P.U.C. IS OF THE OPINION THAT THE WATER COMPANY CAN CHOOSE TO BILL EITHER APRIL 1, MAY 1 AND UP TO JUNE 1 OF EACH YEAR FOR THE YEAR. THE ACCOUNT BECOMES DELINQUENT MARCH 31 THE FOLLOWING YEAR IF NOT PAID.

I.P.U.C. IS OF THE OPINION THAT REGARDLESS OF THE MONTH (APRIL, MAY OR JUNE) THE WATER TARIFF IS FOR THAT YEAR'S 12 MONTHS SERVICE.

I.P.U.C. IS OF THE OPINION THAT THE INTEREST RATE SHOULD BE APPLIED ON THE 15TH OF THE MONTH BEGINNING WITH THE MONTH BILLED. EXAMPLE IF THE BILLING IS APPLIED APRIL 1 OF EACH YEAR THE INTEREST RATE IS APPLIED ON THE 15TH OF APRIL. MAY 15H OR JUNE 15TH. SUGGESTED IT IS IN THE BEST INTEREST OF THE COMPANY TO SEND OUT ADVANCED NOTICES OF YEARLY WATER TARIFF.

THE BILLING MUST INCLUDE THE ADDRESS OF THE PROPERTY CONNECTED, THE ACCOUNT NUMBER AND THE NAME AND ADDRESS OF THE PROPERTY OWNER. MUST INCLUDE INTEREST RATE OF 12% PER YEAR AND LATE AMOUNT OWED TO THE COMPANY. OWNERS ARE RESPONSIBLE FOR YEARLY WATER TARIFF. I.P.U.C. IS OF THE OPINION THAT THIS IS GIVING THE CUSTOMER A COURTESY OF 3 MONTHS TO PAY BEFORE LATE FEES WILL BE APPLIED, BUT NOT REQUIRED. COMPANY IS GIVING CUSTOMERS A 3 MONTH COURTESY TO PAY IF BILLING APRIL 1 FOR THE YEAR. *THE COMPANY ALSO HAS THE DISCRETION TO EXTEND A COURTESY TO BILL JUNE *(6 MONTH COURTESY) IF DESIRED, COMPANY OPTION TO BILL APRIL TO JUNE

I.P.U.C. IS OF THE OPINION THAT THE ACCOUNT THEREFORE BECOMES DELINQUENT MARCH 31 THE FOLLOWING YEAR AND SUBJECT TO BEING

Marvel C. Benton
Marvel C. Benton
1045 Syringa Dr.
Idaho Falls, ID 83401

David E. Benton
DAVID E. BENTON Manager 1/4

Telephone: 208-520-5046

DISCONNECTED. I.P.U.C. IS OF THE OPINION THAT THIS GIVES THE ACCOUNT 15 MONTHS TO BRING CURRENT BEFORE ACTION TO DISCONNECT SHOULD TAKE PLACE. (CONCURS THAT THE BILLING IS FOR THE YEAR, THUS 15 MONTHS DELINQUENT ON MARCH 31 THE FOLLOWING YEAR.)

I.P.U.C. HAS ESTABLISHED THE WATER TARIFF IS NOT FOR A SPECIFIC MONTH RATHER FOR A CONNECTION TO THE WATER SYSTEM. THE YEARLY TARIFF IS NOT SUBJECT TO BEING PRORATED AND NOT BASED UPON USAGE.

THE ESTABLISHED CONNECTION FEE FOR A SERVICE CONNECTION AT THE MAINLINE AT THE PROPERTY S $1 100. PER CONNECTION, WITH AN ESTABLISHED $200 INSPECTION FEE BY THE COMPANY. ($1 300 /NEW CONNECTION) THE FEES MUST BE PAID PRIOR TO CONNECTION BEING AUTHORIZED. THE YEARLY WATER TARIFF BEGINS THE MONTH THE CONNECTION IS MADE.

NEW CUSTOMER FEE IS $200 INSPECTION FEE WITH THE REQUIREMENT THAT THE CUSTOMER CAN BE REQUIRED AT THEIR EXPENSE TO INSTALL A METER BASE AND REQUIRE THE CUSTOMER INSTALL A LOCKING SHUTOFF VALVE. THE COMPANY HAS THE RIGHT TO INSPECT A NEW CUSTOMER PROPERTY AFTER THE CONNECTION INSPECTION FEE IS PAID AND NEW SERVICE IS ESTABLISHED.

I.P.U.C. IS OF THE OPINION THAT UNAUTHORIZED CONNECTIONS ARE SUBJECT TO THE $1 100 PLUS THE $200 FEE TOTAL $1300 AND CAN BE BACKED BILL FOR 4 YEARS FROM DISCOVERY AT $280 PER YEAR. THE COMPANY HAS THE RIGHT TO DEMAND THE CONNECTION BE 'EXPOSED' AT THE CUSTOMERS EXPENSE TO INSURE THE PROPER CONNECTION WAS MADE.

I.P.U.C IS OF THE OPINION "THEFT OF SERVICE" AND/OR TRESPASSING ISSUES APPLY TO UNAUTHORIZED CONNECTIONS. UPON DISCOVERY THE CONNECTION IS SUBJECT TO BEING BILLED FOR THE PREVIOUS 4 YEARS AND BECOMES DELINQUENT SUBJECT TO DISCONNECTION ON MARCH OF THE YEAR FOLLOWING DISCOVERY.

I.P.U.C. IS REQUIRING A PHYSICAL AND ONSITE VERIFICATION BE PERFORMED ON THE ENTIRE WATER SERVICE AREA TO ASSURE THAT EACH CONNECTION IS IDENTIFIED AND BILLED

THE RESTRICTIVE COVENANTS FOR EACH OF THE SUBDIVISIONS IS FOR EITHER A SINGLE INHABITABLE STRUCTURE OR A RECREATIONAL VEHICLE (R.V.) THE COVENANTS DO NOT PERMIT BOTH. I.P.U.C. HAS BEEN GIVEN COPIES OF THE RESTRICTIVE COVENANTS AND CONCURS THE SEPTIC SYSTEMS PERMITS ARE FOR A SINGLE CONNECTION.

THE WATER COMPANY IS RESPONSIBLE FOR OVERSEEING AND MAKING CERTAIN THAT ANY CROSS CONNECTIONS ARE DISCONNECTED AT THE CUSTOMERS EXPENSE.

I.P.U.C. IS OF THE OPINION THAT WATER BEING DIVERTED FROM ONE CONNECTION TO ANOTHER LOT IS 'THEFT OF SERVICE'.

COPY

I.P.U.C. CONCURS THAT IF A CUSTOMER OWNS MULTIPLE LOTS AND IF ONE LOT HAS A FAUCET AND THIS FAUCET IS BEING USED TO DIVERT WATER TO THE OTHER LOTS, THEN ACCORDING TO THE I.P.U.C. RULES THEY WILL BE SUBJECT TO PAYING FOR SERVICE FOR EACH LOT. THE COMPANY CAN CONTACT THE CUSTOMER AND HAVE THEM SIGN OFF ON WANTING WATER FOR THE OTHER LOTS PROVIDED THERE IS NO WATER BEING DIVERTED AT ANY TIME. THE COMPANY HAS THE RIGHT TO PERIODICALLY INSPECT. A FAUCET WILL BE REQUIRED TO BE INSTALLED VIA A NEW CONNECTION FOR EACH ADDITIONAL LOT AND SUBJECT TO THE ESTABLISHED PHYSICAL CONNECTION FEE OF $1100 AND $200 NEW CUSTOMER INSPECTION FEE AND ARE SUBJECT TO PAYING FOR WATER FOR EACH LOT.

I.P.U.C. CONCURS THAT CUSTOMERS WHO PURCHASE LOTS FOR SPECULATION AND THERE IS A FAUCET ON THE LOT, THE LOT IS SUBJECT TO THE WATER TARIFF REGARDLESS OF USAGE AND IS REQUIRED TO PAY THE YEARLY TARIFF RATE.

I.P.U.C. IS OF THE OPINION THAT IF A STRUCTURE HAS TWO OR MORE SEPARATE RESIDENTIAL UNITS WITHIN THE DWELLING (I.E. APARTMENTS) EACH RESIDENTIAL UNIT IS SUBJECT TO A YEARLY WATER TARIFF. AN APARTMENT COMPLEX WOULD BE SUBJECT TO EACH UNIT BEING BILLED A YEARLY WATER TARIFF. THE COMPANY CAN REQUIRE A METER AT THE CUSTOMER'S EXPENSE. THE OWNER OF THE COMPLEX IS RESPONSIBLE FOR THE YEARLY WATER TARIFF FOR EACH UNIT WITHIN THE STRUCTURE AND THE OWNER IS ALLOWED TO COLLECT A WATER FEE TO REIMBURSE THEMSELVES FOR SERVICES PAID FOR.

I.P.U.C. RECOGNIZES AND ACKNOWLEDGES THAT THE SYSTEMS INFRASTRUCTURES OF MAINLINES WAS BASED UPON DESIGN FOR SUMMER USAGE WITH NO GUARANTEE OF WATER AVAILABILITY IF NATURAL SNOW COVER IS REMOVED .

I.P.U.C. CONCURS THAT WATER CANNOT BE GUARANTEED TO BE PROVIDED DURING WINTER MONTHS DUE TO THE EXTREME WEATHER CONDITIONS IN ISLAND PARK AND BASED UPON THE DESIGN OF THE SYSTEM. CUSTOMERS SHOULD BE INFORMED THERE IS NO GUARANTEE OF WATER AVAILABILITY IN COLD MONTHS IF THEY DON'T MAINTAIN A CONSTANT DRIP OF WATER AS THE SERVICE LINES CAN FREEZE WITHIN MINUTES OF BEING SHUT OFF AS SERVICE LINES ARE SUBJECT TO QUICK FREEZING. WINTERIZING A CABIN WILL HELP TO PROTECT PRIVATE SERVICE LINES FROM BREAKING.

I.P.U.C. CONCURS THE SERVICE LINE IS THE RESPONSIBILITY OF THE CUSTOMER. A GATE VALVE IS REQUIRED TO BE INSTALLED WITHIN 2 FEET OF CONNECTION TO THE MAINLINE. THE SERVICE LINE BEGINS AT THE POINT OF CONNECTION AT THE MAINLINE. THE GATE VALVE BEING REQUIRED WITHIN 2 FEET, HOWEVER THE CUSTOMER MAY INSTALL A FAUCET OR HYDRANT AT ANY PLACE ON THE PROPERTY. THE HYDRANT IS REQUIRED TO HAVE A LOCKING SHUTOFF VALVE. THE SERVICE LINE EXTENDS TO THE POINT OF CONNECTION AT THE GATE VALVE WHICH IS WITHING 2 INCHES TO 2 FEET AS A CONTROLLED BACKFLOW PREVENTION AND POINT OF SERVICE.

PER RECORDING OF CONVERSATION WITH I.P.U.C.

TRANSCRIBED NOVEMBER 2009 BY MARVEL BENTON & DAVID BENTON

DATED: 1-10-2012

David E. Benton

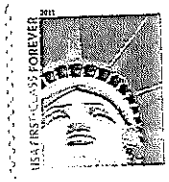
David E. Benton
1045 Syringa Dr.
Idaho Falls, ID 83401
Telephone: 208-529-5046

Jan 10, 2012 I reviewed the notes & listened with my mother Marvel C Benton & David E Benton to the recording & agree with notes transcribed —

Dorothy [illegible]
1/10/2012

COPY

Island Park Water Co.
P.O. Box 2521
Idaho Falls, Id. 83403



Idaho Public Utilities Commission
attention: John Noaos
P.O. Box 83720
Boise, Idaho 83720-0074

COPY

FILED EFFECTIVE

11 DEC 27 AM 9:30

SECRETARY OF STATE
STATE OF IDAHO

Island Park Water Company, Inc.
P.O. Box 2521
Idaho Falls, ID 83403

December 22, 2011

Idaho Secretary of State
P.O. Box 83720
Boise, ID 83720-0080

REF: C50966

To Whom It May Concern:

This letter needs to be attached to an Annual Report on file for 2011 for Island Park Water Company, INC as an acknowledgment that there is incorrect information on the 2011 report on file with you. It has come to our attention that the information you have is erroneous.

The correct information should be:
The Island Park Water Company Officers/Directors are:
Dorothy B.McCarty - C.E.O./General Manager of the Corporation:

Directors :
Dorothy B. McCarty - Director
David E. Benton - Director
Roger Buchanan - Director
Mike Bischoff - Director

The contact information for Island Park Water Company, Inc is:

P.O. Box 2521
Idaho Falls, ID 83403

Physical Address: 550 Linden Drive
Idaho Falls, ID 83401

Telephone contact Number: 208-524-7426
Designated Contact Person:
Dorothy B. McCarty - 208-521-2369

Sincerely,

Dorothy B. McCarty

Dorothy B. McCarty

CO

STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

C.L. "Butch" Otter, Governor
Toni Hardesty, Director

August 15, 2011

ISLAND PARK WATER CO
PO BOX 2521
IDAHO FALLS ID 83403

RE: SYSTEM REINSTATEMENT

Dear Administrative Contact:

Thank you for your recent annual fee assessment payment for the following water systems:

ASPEN RIDGE SUBD	ID7220007
GOOSE BAY ESTATES	ID7220030
SHOTGUN CHEROKEE SUBD 5	ID7220063
SHOTGUN KICKAPOO SUBD 6	ID7220064
SHOTGUN SOUTH STEVENS LANE	ID7220066

As a result, the APPROVED status of your systems is reinstated.

Your annual fee assessment assists the state in protecting public health by protecting the drinking water of the citizens of Idaho.

Sincerely,

Lance E. Nielsen
Drinking Water Program Manager

CO

cc: Idaho Office of the Attorney General
IDEQ Regional Office
IDHW Health District Office

EXHIBIT E

In Loving Memory

Wendy Faler

1950 – 2022

"I have no regrets-no expectations
I am in awe at all that I have and it is sufficient.
I have Much-ness."

In Loving Memory

Wendy Michelle Faler

Born November 7, 1950, in Pocatello, Idaho
Passed Away August 31, 2022, in Idaho Falls, Idaho

Services

Wood Funeral Home East Side
Ammon, Idaho
Wednesday, September 7, 2022, at 11:00 a.m.
Bishop Kevin Cook, Officiating
Taylor View Ward

Family Prayer ..... Tyson Crook
Prelude Music ..... Josh Klingler
Chorister ..... Nancy Morris
Congregational Hymn ..... #124
"Be Still, My Soul"
Accompanied by Susan Goldman
Invocation ..... Jayce Perkins
Life Sketch ..... Justin Morris
Musical Number ..... Josh Klingler
"Wendy"
Memories ..... Open to Family & Friends
Remarks ..... Bishop Kevin Cook
Musical Number ..... Shantay Clark
"Consider the Lilies"
~ Video Tribute ~
Benediction ..... Tyson Crook
Postlude Music ..... Susan Goldman

Interment

Taylor Cemetery
720 East 129 South
Idaho Falls, Idaho 83404

Dedicatory Prayer

W. Duane Crook