

hidden lakes

Declaration of Covenants

Exhibit A- Design Guidelines

Exhibit B- Articles of Incorporation

Exhibit C- Bylaws of the Association

TWIN FALLS COUNTY, IDAHO
RECORDED FOR:

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ROBERT S. FORT
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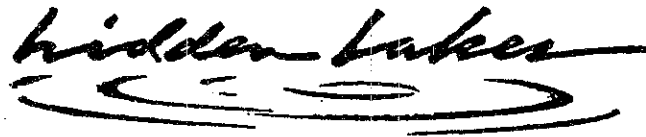


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Hidden Lakes Architectural and Environmental Design Guidelines

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HIDDEN LAKES**

THIS DECLARATION is made this 22nd day of January, 1996, by Hidden Lakes owners.

W I T N E S S E T H:

WHEREAS, the undersigned are owners in certain real property located in Twin Falls County, State of Idaho, and

WHEREAS, the owners wish to create certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

THEREFORE, the owners hereby declare that the property described in Article II hereof shall be sold, transferred and conveyed, subject to the following easements, restrictions, reservations, charges, covenants and conditions, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, restrictions, reservations, charges, liens, covenants and conditions shall run with the property and shall be binding on all parties having or acquiring any interest, title or right in the properties or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "THE ASSOCIATION" shall mean Hidden Lakes Homeowners' Association Inc., an Idaho non-profit cooperative association, its successors and assigns.
2. "PROPERTIES" shall mean any real property interest subject to this declaration or any supplemental declaration.
3. "COMMON AREAS" shall mean all real properties, including easements, owned by the Association for the common use and enjoyment of the members of the Association and shall not include any street or other areas dedicated to public use.
4. "LOT" shall mean any plot of land which becomes subject to these declarations, except the common areas.
5. "MEMBER" shall mean every person or entity who holds membership in the association.

6. "OWNER" shall mean the recorded owner, whether one or more persons or entities of a fee simple title to any lots or lot which are part of the properties, but excluding those who have such interest merely as security for the performance of an obligation.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

The real property which shall be transferred, sold and conveyed, subject to this declaration is located in Twin Falls County, State of Idaho, and is described in Instrument No. 1995007200 as recorded in Book 15 of Plats, at page 7, records of Twin Falls County, Idaho.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is the owner of the fee interest in any lot or lots which are subject to this declaration shall be a member of the Association; provided, however, that if any lot is held jointly by two (2) or more persons the several owners of such interest shall designate one of their number as the "Member". The foregoing is not intended to include persons or entities who hold an interest merely as security for a performance of an obligation. Each lot owner shall be entitled to one membership. Membership shall be appurtenant to and may not be separated from ownership. Upon transfer of the fee interest of any lot, the membership in the Association shall be IPSO FACTO deemed to be transferred to the grantee. Ownership of any lot or lots shall be the sole qualifications for a membership.

ARTICLE IV

VOTING RIGHTS

Each lot owner shall be entitled one (1) membership. An owner of more than one lot shall have the same number of memberships as the number of lots owned.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

1. Members easement of enjoyment. Every member shall have a right and easement of enjoyment in and to the common areas. Such right and easement shall be appurtenant to and pass with the title of each lot and in no event be separated therefrom. Such right and easement of enjoyment shall include the right to the exclusive use by the members, subject to reasonable restrictions as

hereinafter set forth, of the common areas for recreation, social, and physical needs and desires and to contribute to common health, security, and happiness of the members. Any member may delegate the right and easement of enjoyment described herein to any tenant, lessee, or contract purchaser who resides on such member's lot.

2. Title to Common Area. The Association shall retain the legal title to the common area, including easements, and title to all water shares and water rights.

3. Extent of Members Easement. Members right and easement of use and enjoyment concerning the common area created hereby shall be subject to the following:

(a) The right of the Association as provided in its Articles, Bylaws and this Declaration to suspend a member's right to use and enjoyment of any amenities included in the common areas for any period during which an assessment on such member's lot remains unpaid and for a period of not exceeding sixty (60) days for any infraction by such member of the provisions of this Declaration or of any rules or regulations promulgated by the Association;

(b) The right of the Association to impose reasonable limitations on the number of guests per member who at any given time are permitted to use the common areas;

(c) The right of the City of Twin Falls, or the City of Kimberly, and any other governmental or quasi-governmental body having jurisdiction over the common areas for access and rights of ingress and egress over and across any street, walkway, or open area contained within the common area for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service for the owners;

(d) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such municipal, governmental and/or non-commercial purposes and subject to such conditions as may be agreed to by the Association members, provided that no such dedication or transfer by the Association shall be effective unless written notice of the proposed agreement and action thereunder is sent to every member at least sixty (60) days in advance of any action taken unless an instrument signed by members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition;

(e) The right of the Association to borrow money for purposes of improving the common areas and to mortgage the common areas, or any part thereof, to carry out such improvements;

(f) The right of the Association to grant easements for the construction of necessary utility facilities to serve the lots and the common areas;

(g) The right of the Association to control egress and ingress over, upon and across the common areas;

(h) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure;

(i) The right of the Association to close the common areas to public access;

(j) The right of the Association to restrict against any and all motorized conveyances or vehicles in the common areas, except for maintenance vehicles being used specifically for periodic maintenance of the common areas;

(k) The right of the Association to require Owners or their guests to clean up after their pets after visits to the common areas. Loud or unruly pets will not be tolerated in Hidden Lakes. A pet that creates continual problems must be removed upon notification by the Board. No pets are allowed in any water course;

(l) The right of the Association to restrict against any person entering the water courses for swimming, wading or any other activity.

(m) The right of the Association to limit and regulate the use of private watercraft in Dierkes Lake;

ARTICLE VI

INCORPORATION OF BYLAWS AND ARTICLES OF INCORPORATION AND DECLARATION

The Articles of Incorporation of the Hidden Lakes Homeowners' Association, Inc., as filed with the Secretary of State for the State of Idaho, and the Bylaws adopted for said corporation as they exist at the time of the execution of this document or as they may be hereafter amended, and marked as Exhibits "B" and "C", respectively, are both incorporated herein as though set forth in full.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENT

1. Personal obligations of assessments and liens. Each owner shall, by acquiring or in any way becoming vested with his interest in a lot, be deemed to covenant and agree to pay to the Association the periodic and the special assessments described in this Article, together with the interest and costs of collection hereinafter provided. All such accounts shall be, constitute and remain:

(a) A charge and continuing lien upon the lot with respect to which such assessment is made; and

(b) The personal obligation of the person who is the owner of the lot at the time the assessments fall due. No owner may exempt himself or his lot from liability for payment of assessments by waiver of his rights concerning the common areas or by abandonment of his lot.

2. Purpose of assessments. Assessments levied by the Association shall be used for the following purposes:

(a) Common areas. To promote the recreation, health, safety, and welfare of lot owners to the extent that such matters relate to the common areas. The use made by the Association of funds obtained by assessments may included, but may not be limited to the following:

(1) Taxes and insurance on the common areas;

(2) Maintenance, repair and improvement of the common areas;

(3) Management of the Association and security of the common areas;

(4) Establishing and funding the reserve to cover major repair or replacement of improvements within the common areas;

(5) Any expense necessary or desirable to enable the Association to perform or fulfill its' obligations, functions or purposes under this declaration or its' Articles of Incorporation.

(b) Lots. The Association shall not make any assessments, either periodic or special, for the purpose of improving an individual lot or a group of lots except to the extent the assessments improve the individual lots through improvement of the common areas.

3. Preparation of budget. The budget committee shall prepare a budget showing anticipated income and expenses for the forthcoming fiscal year. It is anticipated that the budget will fluctuate over the course of time. Such budget shall be submitted to the Board of Directors of the Association no less than fifteen (15) days prior to the end of the Association's fiscal year. The Board of Directors shall give written notice of the budget hearings on the proposed budget. Said budget hearings shall be held no sooner than fifteen (15) days nor later than thirty (30) days following the notice of budget hearings. The proposed budget shall be discussed and the final annual maintenance budget shall be voted upon and must be approved by a two-thirds vote of all of the members of the Association. The Board of Directors is authorized and empowered to levy, assess and collect the maintenance assessment either on a semi-annual or annual basis.

A written notice of assessment shall be given to each owner, which notice shall specify the amount of the assessment and the date or dates of payment. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each periodic assessment shall bear interest at the rate of ten percent (10%). However, at no time shall the interest rate exceed the legal interest rate authorized for such assessments under Idaho law. Said interest rate shall not begin to accrue until thirty (30) days after the date notice is given. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the owner of any lot for such assessment but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

4. Special assessments. The Association may levy special assessments for the purpose of deferring, in whole or in part:

(a) Any expense or expenses not reasonably capable of being fully paid with funds generated by periodic assessments;

(b) The costs of any constructions, reconstruction or unexpectedly required repair or replacement of an improvement or of personal property upon the common areas which the Association is obligated to maintain. Any such special assessment in excess of 10% of that year's total periodic assessments or \$100.00, whichever is less, must be assented to by two-thirds of the vote of the entire membership at a meeting duly called for that purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least thirty (30) days but not more than sixty (60) days prior to the meeting date. The notice shall set forth an estimate of the cost for the proposed special assessment. If the proposed special assessment is less than \$100.00, then a 5-day notice shall be required. However, if there are any complaints registered within the 5-day notice period, with a member of the

Board of Directors about the proposed special project, then the minimum thirty (30) days notice requirement shall be complied with and such assessment must have the assent of two-thirds of the votes of the entire membership.

The Board of Directors is specifically vested with the authority to bind the Association for those expenses which are emergency in nature.

5. Certificate regarding payment. Upon the request of any owner or prospective purchaser or encumbrancer of a lot, the Association shall issue a certificate stating whether or not all assessments respecting such lot are current, and, if not, the amount of the delinquency. Said certificate shall be conclusive in favor of all persons who in good faith relied thereon. The Board of Directors is authorized to charge up to \$50.00 for each requested certificate.

6. Effect of non-payment remedies. Any assessment not paid when due shall, together with the interest and costs of collection hereinafter provided be, constitute, and remain a continuing lien upon the lot. The person who is the owner of the lot at the time the assessment falls due shall be and remain personally liable for payment.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the lot, and a description of the lot. Said notice shall be signed by the Association or its duly authorized officers and may be recorded in the Office of the County Recorder, Twin Falls County, State of Idaho. No notice of assessment shall be recorded until there is a delinquency in the payment of the assessment. Such a lien may be enforced in a manner as provided for in Idaho law.

A notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the County of Twin Falls, State of Idaho, real estate records thereof, upon payment of all sums secured by the lien which has been made the subject of the recorded Notice of Assessment.

Any encumbrancer holding a lien on a lot may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association may report to any encumbrancer of a lot, any unpaid assessment remaining unpaid for longer than one hundred twenty (120) days after the same shall have become due.

7. Personal liability of purchaser for assessments.
Subject to the provisions hereof, a purchaser of a lot shall be jointly and severally liable with the seller for all unpaid assessments against the lot up to the time of the grant of conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessment.

ARTICLE VIII

MAINTENANCE OF LOTS

Exterior maintenance of lots. Each individual lot owner shall be obligated to provide maintenance on his own lot and any buildings located thereon. However, in the event any owner of any lot subject to assessment shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner satisfactory to the Association, in its absolute discretion, the Association shall have the right, through its agents or employees to enter upon said premises, to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The costs of such maintenance and repairs shall be added to and form a part of the periodic assessment for the lot on which that work was completed.

ARTICLE IX

INSURANCE

1. The Association shall secure and at all times maintain the following insurance coverages:

(a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the common area. The name of the insured under each such policy shall be in form and substance similar to:

"HIDDEN LAKES HOMEOWNER'S ASSOCIATION, INC.,
for the use and benefit of the individual lot
owners and mortgagees as their interests may
appear."

(b) A policy or policies insuring the owners, the Association, and its directors, officers, agents and employees against any liability incident to the ownership, use, or operation of the common areas which may arise among themselves, to the public, and to any invitee or tenants of the Association or of the owners. Limits of liability under such insurance shall not be less than \$200,000.00 for any one person insured, \$500,000.00 for all persons injured in any one accident, and \$50,000.00 for property damage resulting from one occurrence. Such policies shall be

issued on a comprehensive liability basis and shall provide for a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

2. The following additional provisions shall also apply with respect to insurance:

(a) In addition to the insurance described above, the Association shall secure and shall at all times maintain insurance against all risks as are or hereafter may be customarily insured against in connection with developments similar to the common areas, and constructions, nature and use and for common area maintenance as above mentioned.

(b) All policies shall be written by a company holding a rating of "AA" or better from the BEST INSURANCE REPORTS. Said companies must be licensed to sell insurance in the State of Idaho.

(c) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual owners or their mortgagees.

(d) Each policy of insurance obtained by the Association shall, if reasonably possible, provide:

A waiver of the insurer's subrogation right with respect to the Association, the owners and their respective officers, directors, agents, employees, invitees, and tenants; that it cannot be canceled, suspended, or invalidated due to the conduct of any particular owner or owners; that it cannot be canceled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent or employees of the Association without the prior written demand that the defect can be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the owners.

3. The Association may obtain such other insurance as it may deem appropriate with respect to the common area, including any personal property of the Association located thereon.

ARTICLE X

GENERAL USE RESTRICTIONS AND PROTECTIVE COVENANTS

1. There is hereby created a committee for the Hidden Lakes Homeowners' Association, Inc.. The name of the committee shall be "The Architectural and Environmental Control Committee", hereinafter referred to in this Article as "the Committee".

(a) The Committee shall consist of three members appointed by the Board of Directors. One of the three members

shall be appointed for a one-year term and two of the three members shall be appointed for two-year terms. Upon the expiration of the term of the Committee person serving a one-year term, the Board of Directors shall appoint another member who shall serve a two-year term. At the end of the terms of the two Committee persons serving two-year terms, the Board of Directors shall appoint two members to serve two-year terms. This procedure shall continue for the existence of the Association. No more than two Board members shall serve on the Committee at any one time.

(b) A quorum of the Committee shall be two members. In order for there to be a valid decision by the Committee two of its members must consent.

(c) The members of the Committee shall elect a Chairman who will be responsible for presiding at the meetings. The Chairman is delegated the authority to appoint a Secretary who shall perform such ministerial functions as the Chairman shall direct.

(d) Prior to constructing, planting or otherwise implementing any proposal, plan, or specification, such proposal, plan or specification must first have the approval of the Committee. It is acknowledged by all of the members that this procedure is required in order to preserve land values and the appearance of the property.

(e) The Committee members shall not be compensated; however, members shall be reimbursed for their out-of-pocket expenses upon presentation of such documentary evidence as the Chairman may require. The Board of Directors may elect to contract for services of the committee through a professional management service or agency.

(f) Upon receipt of a set of plans, a proposal or a set of specifications, the Committee shall have thirty (30) days in which to take action on said plans, proposals or specifications. This 30-day requirement may be extended by the Committee notifying the proponent that it is impossible to take final action within the 30-day period. Only one thirty day extension by the Committee shall be allowed. The Committee shall approve proposals, plans and specifications if it deems that the construction, alterations or additions contemplated in the location indicated, are within the Hidden Lakes Architectural and Environmental Design Guidelines and will not be detrimental to the appearance of the surrounding neighborhood. The Committee may condition its approval of proposals, plans or specifications as it deems appropriate and may require submission of additional plans and specifications or any other information prior to approving or disapproving the materials submitted.

Any adverse decision may be appealed to the Board of Directors by the proponent against whom the decision was made, upon giving it in writing to the Board of Directors a notice of intent to appeal. The Board of Directors shall then set the appeal matter for hearing before the entire Board of Directors within thirty (30) days following the date of the adverse decision by the Committee. A two-thirds vote of the entire Board of Directors' membership shall be required in order to overturn the decision of the Committee.

(g) The approval or denial of any plan, specification, proposal or drawing, or any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposal, plan, specification, or drawing whatever subsequently or additionally submitted for approval and consent.

(h) The Committee shall be vested with the power and authority to enter upon any lot for purposes of inspecting the construction at reasonable times. All construction, plantings, or other implementation of plans, drawing, specifications and proposals shall be performed only if approved by the Committee.

If the Committee finds that any work was not done in substantial compliance with the approved plans, specifications, drawings or proposals, it shall notify the owner in writing specifying the particulars of non-compliance. The owners shall remedy the particulars within thirty (30) days following notification of non-compliance.

If upon expiration of thirty (30) days from the date of such notification, the owner shall have failed to remedy such non-compliance, the Committee shall notify the Board in writing of such failure. Upon notice and hearing, the Board shall determine whether there is a non-compliance or, if so, the date thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the owner shall remedy or remove the same, within a period of not more than forty-five (45) days from the date of the announced Board ruling. If the owner does not comply with the Board ruling within such period, the Board, at its option, may either remove or remedy the non-compliance. The owner shall reimburse the Association upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the owner, the Board shall levy an assessment or lien against said owner.

(i) If any homeowner in Hidden Lakes has a failing subsewage system that has not been corrected forty-five (45) calendar days after notification, the Association will take corrective action to resolve the problem.

(j) Neither the Committee nor any member thereof shall be liable to the Association or to any owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties unless due to the willful misconduct of bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvements, alteration or addition, solely on the basis of aesthetic consideration and the overall benefit or detriment which would result to the immediate vicinity and the Association in general. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

(k) The Committee, in exercising its discretion, shall keep the following objectives in mind:

(1) To carry out the general purposes expressed in the Declaration and to prevent violation of any specific provision of this Declaration or any supplemental Declaration;

(2) To prevent any change which would be unsafe or hazardous to other persons or property;

(3) To minimize obstruction or diminution of the view of others;

(4) To preserve visual continuity between all lots and common areas on the property;

(5) To prevent any unsightly improvements, constructions, additions, attachments or sharp definition of boundaries of property ownership;

(6) To insure that any change will be in harmony with the setting of the area and will serve to preserve and enhance existing features of beauty;

(7) To insure the materials and workmanship for all improvements are of high quality, and comparable to other improvements in the area; and

(8) To insure that any change will require as little maintenance as possible to insure a better appearing area under all conditions.

(1) All phases of development by an individual upon his lot must have the written approval of the Committee prior to implementation of those plans. All proposals of every kind and nature shall be in writing. Plans will be required for, but not limited to, the following items: design of home, elevations,

materials to be used, exterior color schemes, landscaping, drainage, fencing, exterior lighting and other amenities which an individual would likely incorporate in the total development of his site. It is expressly acknowledged that if construction does not commence within twelve (12) months following the Committee's approval, then the approval automatically lapses and the owner must re-submit plans. Once ground is broken, the structure must be completed and occupied within twelve (12) months. Complete design requirements are attached in Exhibit "A", "Architectural and Environmental Design Guidelines".

2. The Association and the owners covenant as follows:

(a) All property including common areas and improvements shall be maintained in a clean, safe, attractive condition;

(b) The site location of homes, driveways, utilities, fences, accessory buildings, or any other improvement will be subject to Committee approval. Minimum required setbacks of all buildings are established in keeping with the setback requirements of the City of Twin Falls for an R-1 variable zone. Because of the extreme grade changes, extensive rock and fragility of the ecosystem within Hidden Lakes, it is anticipated that lot and tract lines, common area pathways and building set-backs may, from time to time, as development progresses, need to be altered or treated individually on lots and tracts. The Developers reserve the express right to make lot and tract line alterations in an effort to attain the goals of the Hidden Lakes master plan.

(c) No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any parcel other than one detached single family dwelling not to exceed two (2) stories in height, with a minimum private two (2) car garage which must conform in general quality and appearance to the other buildings on the property approved by the Committee and matching the dwelling in design elements and materials. No structures of a temporary character, trailer, basements, tent or shack shall be allowed on any lot at any time. No lot shall be used for commercial purposes including, but not limited to, rock removal, landscape removal, mining or storage of implements or materials except as necessary during the course of construction. All structures must be constructed on site of new materials. Home occupations are a conditional use and must have approval of the Committee;

(d) All phases of development by an individual upon his lot must have the written approval of the Committee. It is expressly acknowledged that if construction does not commence within twelve (12) months of the Committee's approval, then the approval automatically lapses and the owner must re-submit plans.

Any building constructed shall be diligently constructed to completion within one year after ground is broken;

(e) No sign of any kind shall be displayed to the public view with the exception of temporary signs during the construction phase. Not more than two (2) signs will be displayed at any time and such signs will be removed upon occupancy.

(f) A minimum of two (2) improved parking spaces for guests is required;

(g) No structures or buildings of any kind shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling and associated structures intended for a single family occupancy;

(h) No animals of any kind or nature shall be raised, bred or kept on any lot except for cats, dogs, birds or other household pets which are not kept, bred or maintained for a commercial purpose and which are not kept in such numbers or under such conditions as are reasonably objectionable to members of a residential community. Any animal may be removed from a lot if it becomes a nuisance to the neighborhood. With the exception of birds and fish, no more than three household pets shall be kept on any lot. Dogs must be contained on an Owners' lot or leashed at all times when in the common areas. Cats and Dogs must be licensed for identification.

(i) Vehicle parking shall be regulated as follows:

(1) No vehicle shall be parked on a common, established roadway;

(2) No recreational vehicles including, but not limited to, motor homes, camp trailers, boats, utility trailers, snowmobiles, personal watercraft, etc. may be stored on a roadway, common area or exposed on an Owner's lot. Such vehicles must be enclosed in a permanent structure designed and approved by the Committee for that purpose.

(3) No recreational vehicle of an owner's guest shall remain in a private driveway for more than fourteen (14) consecutive days;

(j) No noxious or offensive trade or activity shall be carried out upon any parcel, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood;

(k) All appurtenances to the water system are controlled and governed by the Committee. Any movement, use, expansion or alteration of the existing water enhancements shall have the approval of the Committee;

(l) No satellite dishes shall be allowed unless screened to the satisfaction of the Committee;

(m) Fences are strongly discouraged in Hidden Lakes.

(n) No shooting of firearms will be allowed in Hidden Lakes.

(o) No open burning will be allowed in Hidden Lakes.

(p) Propane tank installations must be screened from view.

ARTICLE XI

REVOCATION OR AMENDMENT TO DECLARATION

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless a two-thirds affirmative vote of all the members and all holders of any recorded mortgages covering or affecting any or all of the lots, whose interest as mortgagees appear in such records, consent and agree to such revocation or amendment. Such revocation or amendment shall be binding upon every owner whether the burdens thereon are increased or decreased by any such amendment and whether or not the owner of each and every lot consents thereto.

ARTICLE XII

ENFORCEMENT

Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction or condition, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure of the Association or any owner to enforce any covenant, condition or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIII

NOTICES

Any notice required to be sent to any member, owner, or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member, owner, or mortgagee on the records of the Association at the time of such mailing. It is the responsibility of the member, owner, or mortgagee to furnish to the Secretary of the Corporation his present mailing address.

ARTICLE XIV

GENERAL PROVISIONS

1. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, his respective legal representatives, heirs, successors and assigns for a period of fifty (50) years, from the date of recordation of this Declaration, at which said covenants shall automatically be extended for successive periods of ten years each, unless an instrument signed by the then owners of two-thirds of the lots has been recorded thirty (30) days in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every member at least sixty (60) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent rights or interest relating to the common areas created herein.

2. Interpretation. The captions which precede the Articles and sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

3. No action of any Committee shall be interpreted so as to be inconsistent with this Declaration, the Bylaws or the Articles of Incorporation of Hidden Lakes Homeowner's Association, Inc..

4. This Declaration and any amendment hereof shall take effect upon its being recorded in the Office of the Twin Falls County Recorder, Twin Falls, Idaho.

EXECUTED ON THE DAY AND YEAR AFORESAID.

By [Signature]
Owner/Member

1-22-96
Date

By Jill Stutzman
Owner/Member

1/22/96
Date

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this 22 day of JANUARY, 1996
before me, the undersigned, a Notary public in and for said State,
personally appeared KEN STUTZMAN AND JILL
STUTZMAN 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 first above
written.

[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

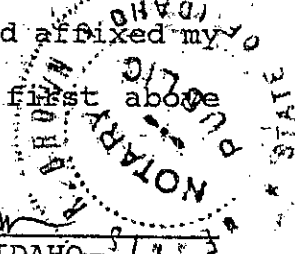


Exhibit "A"

HIDDEN LAKES

ARCHITECTURAL AND ENVIRONMENTAL DESIGN GUIDELINES

Architectural Design Guidelines

Hidden Lakes is a unique residential community. The Hidden Lakes lots have been carefully planned to provide private view acreages. Each Hidden Lakes homesite provides an ideal setting within an overall framework that composes the Hidden Lakes image.

The Hidden Lakes Guidelines were formulated to assure every resident that proper standards of development will be maintained to everyone's benefit. The benefits are to encourage excellence in design and construction, to promote an image readily identifiable with a quality development and to maintain lasting value.

The review and processing of each residence will be subject to the direction and approval of the Architectural and Environmental Control Committee ("Committee") of the Hidden Lakes Homeowners Association. The review and processing guidelines will insure continuing quality and compatibility within the Hidden Lakes parcels and overall Hidden Lakes Master Plan.

Purpose and Objectives of the Hidden Lakes Architectural Design Guidelines

The purpose of the Design Guidelines is to give the owner a concise set of standards to follow to insure compatibility of his individual construction program within the overall framework of Hidden Lakes.

The Hidden Lakes Guidelines were created for the use of the lot owner and his consultants in order to insure that the design process will be successful and rewarding. Emphasis is placed on utilizing your property to the fullest potential within these guidelines.

The objective of the guidelines is to insure the compatibility of design with Hidden Lakes' environment and overall image of Hidden Lakes. With this in mind the following is understood:

1. The guidelines were developed for design and construction in order to benefit everyone.
2. A spirit of cooperation exists between the Architectural and Environmental Control Committee and the Owner and his Design Team.

3. The guidelines are not all encompassing and subsequently are meant to encourage thorough design and quality construction.

Scale and Proportion of Dwellings

The lots at Hidden Lakes are large and include extensive open areas and natural landscaping. The lots have been designed to provide a sense of low density throughout the development. The Design Team should take into consideration all the natural features of the property to ensure the design of the home does not appear to be oversized but instead conforms to the natural landscape.

Lot Grading

Grading associated with the construction of the house and its associated improvements should be kept to the absolute minimum necessary to construct the improvements. Any fill material under footings, slabs, walks, and drives must be compacted to 95% of the maximum dry density.

A maximum of one-half acre of improved landscaping is allowed on each lot. Any disturbance to the natural state of the land and vegetation exceeding one-half acre on each lot will be returned to its natural, undisturbed condition prior to occupancy.

Non-Disturbance of Common Areas

Absolutely no disturbance of any kind is allowed in any of the subdivision's common areas including, but not limited to, roadways, greenbelts and waterways. The Owner/Builder shall clearly stake all boundaries of his lot prior to any excavation or construction activities. Any disturbance of the common areas or adjacent lots shall be immediately repaired and revegetated at the Owner's expense.

View Angles and Corridors

View angles and corridors of neighboring lots must be considered in the design, siting, and landscaping of the property. Special considerations must be given to views from neighboring lots in the design of roof line configurations and height and in the location of large trees and shrubs. View corridors must be shown on the site plan submittals for the Committee to review.

DESIGN AND CONSTRUCTION GUIDELINES

Building Setbacks/Building Areas

1. All building elements including overhangs and foundations shall be built within the building setback area.

Standard property setbacks are fifty feet (50') front, twenty-five feet (25') side yard and twenty feet (20') rear yard or open space areas.

2. No roofed or trellised structures may be built in the setback areas.

Height Restriction

The maximum building height for any home shall be thirty-five feet (35') as measured from its highest point to the existing natural grade. The existing grade may not be altered in order to make a design fit the height restriction.

Openings and Restrictions

Long straight or blank walls of uninteresting character should be avoided. Gable ends should be broken with projections and windows rather than windows alone. Projections and recesses are encouraged around doors and windows cut into the surface of otherwise straight or blank walls. Openings and projections should be treated with trim surrounds to add interest and the appearance of a higher level of quality to the house.

Garages

All dwellings must include not less than a two-car garage with adequate space for storage. Garage doors should be turned away from the street and de-emphasized in comparison to the rest of the home. As seen from the street, the entrance and living areas should be the dominant feature of the home. Detached garages which match the home in design elements and materials are allowed. Recreational vehicles must be stored in a permanent structure designed and approved for that application.

Minimum Square Footage

All one-story homes must have a minimum of 2,000 square feet of living area on the ground floor.

All two-story homes must have a minimum of 1,500 square feet of living area on the ground floor and 1,000 square feet of living area on the upper floor.

RESIDENTIAL EXTERIORS

Exterior Materials/Colors

1. All exterior materials shall be of high quality acceptable to the Committee.

2. Exterior color scheme should harmonize with the Hidden Lakes environment with soft or pale earth tones. All colors and exterior materials are subject to approval by the Committee.
3. Exterior hardscape colors shall be complementary to the exterior house colors.
4. Window style and proportion shall be consistent throughout the design of the house. The Committee will discourage designs which use a variety of window types or sizes which are not complementary to the overall design.
5. Roofing
 - a. All roofing materials are subject to approval by the Committee. Architectural grade asphalt shingles are acceptable provided the quality and thickness are adequate to qualify for a manufacturer's warranty of 25 years or more. Concrete tile resembling slate or shakes and fire retardant treated wood shakes are acceptable.
 - b. Mechanical equipment shall not be visible on the roof structure.
 - c. Sheet metal work should be kept simple and hidden where possible. Exposed sheet metal will be painted to blend in with the surrounding materials.
 - d. Plumbing vents should be stacked together and located in such a way as to be hidden from the street and creating as few exterior penetrations as is practical.
 - e. Chimneys should be designed as an architectural element that conforms to the design theme of the house. Chimney caps shall be screened with a false cap appropriate to the design of the house. Exposed metal chimneys and caps are not allowed. Design details of the chimney and chimney cap must be included in the working drawings.
6. Roof Gutters

Exposed gutters and downspouts shall be painted to blend with surrounding materials.
7. Fascias: consideration should be given to the fascia as an important design element.

8. Accessory Buildings

Accessory buildings intended for permanent use by the Lot Owner, such as yard maintenance sheds, detached garages, pool or spa pumping and heating equipment shelters, gazebos, etc., which are not part of the house, shall be compatible in design elements and materials with the house and shall be clearly indicated on the working drawings. All accessory buildings are subject to Committee approval and must be within the building envelope.

9. Service Yard

Each home design should include a screened service yard for the enclosure of refuse containers, firewood, bicycles, and other similar items. Screening should be designed such that these items are not visually offensive from the street, common areas or neighboring lots.

10. Fencing/Privacy Screens

Lot boundary fencing is not allowed. Decorative, black, ornamental steel fencing will be allowed in areas of severe elevation change to satisfy safety concerns and for animal containment. Privacy screens will be treated as an architectural expansion of the house with respect to the design, materials and color. Chain link fencing is not allowed in Hidden Lakes.

11. Exterior Trim and Detailing

Exterior trim and detailing must be consistent throughout the house. Gingerbread and false ornamentation will not be acceptable.

12. Antennas

No antenna or other device for receiving television or radio signals or other form of electromagnetic radiation shall be erected, used or maintained on any lot.

A satellite dish not exceeding two feet in diameter is allowed provided it is not noticeable from the street, common areas or neighboring property. The satellite dish must be painted to blend in with the surrounding materials.

LANDSCAPE DESIGN

Introduction

The natural beauty of Hidden Lakes has attracted the outdoor enthusiast to want to live here. The combination of lake and river surroundings, beautiful open space with its ponds and streams, creates a feeling of peacefulness and tranquility that is the heart of Hidden Lakes.

General Landscape Concepts

- a. Landscape Designers should be sensitive to the Hidden Lakes landscape concept encouraging an informal, natural look as evidenced in the common areas.
- b. The landscape design should provide a smooth transition of both finish grade and landscape materials with adjacent properties.
- c. Although the landscape design should complement the house, it must also be sensitive to the adjacent landscaping and provide continuity along the street and open areas in the immediate neighborhood. The design should incorporate landscape material that is existing or has been approved for use on adjacent property and within open space areas.
- d. Choice of planting material should attempt to have as mature an effect as possible at the time of installation.

Exterior/Landscape Lighting

1. Exterior building lights and fixtures for lighting trees and shrubs shall be concealed as much as possible and shall be positioned to avoid glare and flooding on the street, common areas or neighboring properties. Low power incandescent or high pressure sodium lamps are acceptable. Colored or high intensity lamps are not allowed.
2. No pole mounted lighting of any kind is allowed in Hidden Lakes.

DESIGN REVIEW

Owner Orientation

When a Hidden Lakes Owner plans to build on his lot, he is encouraged to contact the Architectural and Environmental Control Committee for an orientation. The orientation provides the Owner with the opportunity to:

1. Review the entire process of designing and building a home at Hidden Lakes and to understand his role and responsibilities in the process.
2. Review professional consultant requirements.
3. Review the goals and objectives of the Hidden Lakes guidelines.
4. Clarify any questions or discrepancies about the design and approval process and the Committee's role during design and construction of the home.

The Architectural and Environmental Control Committee is responsible for reviewing all designs for conformance with these guidelines. The Chairman serves as the liaison between the owner and the Committee during the design and construction process.

Professional Consultant Requirements and Responsibilities

1. The Owner should use competent, professional consultants on his design team including Architectural Design, Structural Engineering, Mechanical and Electrical Engineering, Landscape Design and Land Survey. Incomplete or poor quality designs will not be accepted.
2. The Owner is responsible to ensure that the Committee is informed of any changes to the approved drawings and specifications which may be implemented during the construction process. Any proposed changes must be approved by the Committee prior to implementation.

An important part of the design and construction process is to have active involvement of the Lot Owner. It is the Owner's responsibility to understand and comply with the guidelines and submittal requirements and to assure that all his consultants also understand and comply with the guidelines.

PRELIMINARY DESIGN REVIEW APPLICATION

The purpose of the preliminary design process is to review the proposed design in schematic form to ensure that the design generally meets with the intent of the guidelines before significant time, effort, and expense is expended in the preparation of Final Working Drawings. In general, the Committee is looking to see if the Design Team is presenting a home with substance, and one which fits within the spirit of the Hidden Lakes Design Guidelines. The preliminary design review is intended to identify and eliminate designs or details that appear out of compliance with these guidelines. The Committee does not have a duty or responsibility to approve designs in the preliminary stage.

Preliminary Design Review Application

The Design Review Application is attached for your convenience. Please copy this document and submit the completed application, a non-refundable design review fee of \$250.00 and the required schematic design information to the committee for review and comment.

SCHEMATIC DESIGN

The Committee requires two (2) sets of the following schematic design drawings:

1. Topographic Survey and Site Plan (1' = 20')

This survey provides the Committee and the Owner's Design Consultants contour information on the lot and surrounding areas. It explains to the Committee how proposed grade transitions will be made between the street and residence, between the residence and common areas. This plan should include:

- a. Existing two foot (2') contours covering: Entire lot, area between front property line and street, area twenty-five feet (25') beyond all property lines. Show existing landscape information in the open space areas or along roadway.
- b. Design concept for lot, including driveways, walkways, patios, pools, spas, garden walls, etc.
- c. Show at least two (2) spot elevations evenly spaced along street and all lot corner elevations.
- d. Where site grade changes are proposed, show existing grades on lot in dashed lines and proposed grades on lot in solid lines. Show proposed spot elevations on hardscape areas, house floor, walls, pool, spas, planter areas, etc. to convey grade changes and grade transition treatments.
- e. Show property lines, setback lines, and any easements.
- f. Adjacent lots, common area and streets within twenty-five feet (25') of lot. When a house or other improvements are existing or proposed on adjacent lots, show all architectural and landscape information relative to that lot.
- g. Utility locations, including electric transformer, propane tanks, electric pull box, domestic well

location, telephone and television pull box or stubout, and septic system including primary and alternate drain fields. Propane tank installations must be screened or otherwise hidden from view. A tank pit is preferred.

- h. Show view corridors from adjacent lots to identify any conflicts with the view angles after the new home is constructed.
- i. Show finished floor elevations.
- j. Topographic Survey must be prepared by an Idaho registered professional land surveyor or civil engineer.

Note: All grades must be mean elevation above sea level.

2. Schematic Floor Plan

This plan should include the following information:

- a. Proposed floor plan and outline of the roof overhang, including hip, ridge, and valley lines (shown dotted).
- b. Show proposed building elevations.
- c. Show square footage of living area on each level, garage, patios, storage areas and screened spaces.

3. Schematic Elevations and Sections (1/8"=1'-0")

This drawing should include the following:

- a. At least two (2) building elevations identified as north, south, east or west. Front and rear elevations must extend twenty-five feet (25') beyond property line and show existing and proposed improvements and grades in those areas.
- b. At least one (1) building section taken through the house to the street which best shows house/site relationship. Please show all existing grades with dashed lines, proposed grades in solid lines, and include all improvements.
- c. Show all proposed exterior materials on elevations.

- d. Show height of building at highest point above existing natural grade (not to exceed 35-feet).

Upon receipt of the complete information required for preliminary design review, the committee will provide a written response within 30 days.

If the Committee does not approve the Preliminary Design, the submittal documents will be returned with a written request for correction and resubmission. The Owner and his Design Team must provide additional information and corrections prior to resubmittal.

WORKING DRAWINGS

After the preliminary design is approved, the Owner and his Design Team may proceed with preparation of final working drawings. Two (2) copies of the final working drawings must be submitted to the Committee for review and approval.

Approval Procedure

When the Lot Owner and his design professionals receive the Committee's written approval of the Working Drawings, copies of the approved Committee stamped Drawings will need to be submitted to Twin Falls County with whatever information and fees the City requires for review and approval of the Working Drawings.

If the Committee does not approve the Working Drawings, it will return them with a written request for corrections and resubmission. The Owner and his Design Team must provide all additional drawings and details the Committee requires to fully understand the design.

The Committee will act on all Working Drawings submissions within thirty (30) days of submittal date.

General Requirements for Working Drawings

Specifications should be presented in a separate book (8 1/2" x 11") and include all applicable sections based on CSI format.

Working Drawings must have complete symbol and abbreviation legends.

Architectural Plans

Minimum Working Drawings and specification requirements include:

1. Cover Sheet including vicinity map and drawing index.
2. Site and Drainage Plan (1"=20').

3. Landscape, irrigation and landscape lighting plan.
4. Pool, spa and fountain plans and details.
5. Grading and Drainage Plan (1"=20').
6. Foundation and Details (1/4"=1'-0").
7. Floor Plan and Details (1/4"=1'-0").
8. Exterior Elevations and site sections (1/8"=1'-0").
9. Building sections (1/4"=1'-0").
10. Roof Framing Plan (1/8"=1'-0").
11. Electrical Plan showing utility service entrance and exterior lighting details.
12. HVAC Plan showing equipment locations and venting.
13. Schematic Plumbing Plan showing waste and vent system.
14. Glazing, Door and Finish Schedules.
15. Details of exterior finishes.

Site Plan

This plan to include:

1. Adjacent lot numbers, names of the adjacent Lot Owners and their design or construction status.
2. All proposed and existing architectural landscape improvements twenty five (25') into adjacent lots.
3. Easements on the lot.
4. Dimensional building and pool setback lines from property lines. Roof overhang line and dimension from property lines.
5. All service yards, trash areas, pool, HVAC equipment, irrigation, and other equipment locations.
6. Utility service locations from the lot, and all utility service entrance locations at the house.
7. Include on the site plan the following information:
 - a. Lot area.

- b. Square footage for enclosed air conditioned space.
 - c. Garage and mechanical room square footage.
 - d. Patio areas.
8. Locate and describe all control and expansion joints on exterior hardscape.
 9. Show view corridors from adjacent lots to identify any conflicts with the view angles after the new home is constructed.
 10. Include all information from the Preliminary Site and Floor Plan.
 11. All existing grade contours, taken from the existing topographic survey on the lot, adjacent lots, community area and streets within twenty-five feet (25') with dashed lines at two feet (2') contour intervals and all proposed grades on lot with solid lines at two feet (2') contour intervals.
 12. Show location of all bubbler boxes, area drains and dry wells.
 13. Indicate drainage flows with arrows to property line.
 14. Spot elevations on drain inlets and outlets.
 15. Locate and include typical details relating to drainage facilities, including drainage inlet and outlet structures, dry wells and area drains.
 16. Indicate means of achieving positive drainage from all locations on the lot in the event all drainage improvements fail.

Foundation and Details

Indicate all slab elevations. Reference and include all details required for the construction of the foundation system and placement of the concrete.

Exterior Elevations

This plan should show:

1. All exterior materials and finishes.
2. Main entry door, garage overhead door, columns, ornamental iron work, exterior trim, and special

features, such as skylights, sunspaces and attached sunrooms or greenhouses.

3. Items that will be evident on the exterior of the finished building, including louvers, vents, roof drain and gutter outlets, access openings, meter boxes, electrical fixtures, expansion joints, flashing, tile or masonry feature strips, etc.
4. Roof pitch and maximum height of the finished structure.

Roof Plan and Details

This plan should show:

1. Roof penetrations including plumbing and HVAC vents, fireplace and miscellaneous equipment flues, skylights, roof access doors.
2. Roof-mounted equipment and accessories as may be permitted.
3. Gutters, roof drains, scuppers, flashings and related sheet metal.
4. Roof slopes and water flow to drains or gutters or both with directional arrows.
5. Roofing materials including manufacturers' names and methods of installation.
6. Roofing plan details, including, but not limited to, roofing installation sections, equipment or accessories mounted on the roof, metal flashing and counter flashing.

Glazing, Door and Finish Schedule

Provide all details necessary for the Committee's understanding of the design and all other details necessary to describe the design and construction elements to the Owner, builder, contractors, subcontractors, tradespeople and city officials.

Landscape Plan

Indicate all information from the Schematic Site and Floor Plan, and Grading and Drainage Plan.

1. Proposed trees, shrubs, espaliers and ground covers, noting size, location, quantity and species in common and botanical names.
2. Provide plan legend and key material to legend.

Pool, Spa, Fountains Plan and Details

Plans, sections and details for pool, spa, fountains, and all other water treatments to be located on the lot, if applicable.

Alterations, Additions, Remodeling

No existing home or associated improvements may be altered, modified, added to, remodeled, painted, stained, or otherwise refinished and no excavation, fill, alteration of existing drainage, driveways, sidewalks, and no planting, cutting or removal of existing vegetation, shrubs or trees shall be allowed unless and until such alterations, additions, or remodeling has been submitted and approved by the Committee.

Application for Alterations, Additions, Remodeling

The application form and procedure will be the same as the Final Design Review Application except that the application may be completed only as necessary to fully explain and indicate alterations, additions, and remodeling. Upon receipt and initial review of the application, the Committee will determine if the application is complete and inform the applicant if additional information, materials or color samples, etc. are required. The Committee, upon acceptance of the complete application, will provide the Owner with a written response within thirty (30) days.

If the application is rejected, the Committee will provide a written list of unacceptable items to be corrected and resubmitted.

If the application is approved, the Owner may then secure any approvals necessary from Twin Falls County. The Lot Owner and his consultants must comply with the procedures as outlined in "Construction Conformance and Inspection" process below in the same manner as new construction.

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE INSPECTIONS

After the construction of the Owner's residence begins, the following formal inspections by the Architectural and Environmental Control Committee and/or its representative are required (see below). During the construction process, any number of informal inspections of the house and its surrounding improvements may be made by the Committee.

Building Location and Setback Inspection

When the form work is in place, but before any footings are placed, the Owner must call for this inspection to confirm that the location of the house is according to plan and within the building setback area. String lines must be placed along all property lines at time of inspection so that accurate measurements between the

house and property lines can be taken. Plan conformance will be made by field measurement with the Owner or his representative. Distances between overhangs or trellises and property lines also will be confirmed according to plan at this time. This inspection requires 24-advance notice.

Plan Conformance Inspection

After completion of the construction and landscape improvements, a final inspection will be made to determine if the house and surrounding improvements have been built according to the approved plans. If these have been complied with, a notice to that effect will be issued to the Owner. This inspection will be made with the Owner prior to the call for occupancy permit inspection. This inspection requires 48-hour advance notice.

DESIGN REVIEW APPLICATION

Together with this Design Review Application, I have attached a Preliminary Design review fee in the amount of \$250 made payable to the Hidden Lakes Architectural and Environmental Control Committee (HLAECC) and the applicable completed plans for our home. Final Design Review does not require a fee. The plans and specifications have been prepared with the most recent copy of the Architectural and Environmental Design Guidelines. I understand that it will take no longer than thirty (30) days to complete a formal review of each submittal we present to the Association.

Lot Owner's Signature

Date

-----PLEASE COMPLETE THE INFORMATION BELOW-----

Owner

Address

City, State, Zip

Architectural Firm

Project Architect

Address

City, State, Zip

Telephone

Lot #

Subd.#

Address

City, State, Zip

Contractor

License #

Address

City, State, Zip

Telephone

Exhibit "B"

ARTICLES OF INCORPORATION

OF

HIDDEN LAKES HOME OWNER'S ASSOCIATION, INC.

OCT 11 8 45 AM '95
SECRETARY OF STATE
STATE OF IDAHO

OCT 12 10 16 AM '95
SECRETARY OF STATE
STATE OF IDAHO

The undersigned, acting as incorporator(s) of a nonprofit corporation under the Idaho Nonprofit Corporation Act, adopt(s) the following Articles of Incorporation for this nonprofit corporation:

I.

The name of this nonprofit corporation shall be HIDDEN LAKES HOME OWNER'S ASSOCIATION, INC.

II.

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

III.

The address of the initial registered office of this corporation is 2029 Mountain View Circle, Twin Falls, Idaho 83301, and the name of the initial registered agent at such address is Kenneth Stutzman.

IV.

The nature of the business and the object and purpose of this nonprofit corporation shall be to organize and promote various easements, restrictions, reservations, charges, covenants and conditions, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property that is commonly known as the Hidden Lakes Subdivision.

ARTICLES OF INCORPORATION - 1 -

IDAHO SECRETARY OF STATE

10/11/95 9:00:00 AM
Customer # 27042
IVC960018153 16384
CORPORATION NON PROFIT

1 @ 30.00 = 30.00

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V.

The members of this nonprofit corporation shall be individuals or entities that holds membership in the Hidden Lakes Association by reason of its ownership interest in the lot or lots within the Hidden Lakes Subdivision.

VI.

The name and post office address of the incorporator is as follows:

Bruce R. Bacon
Post Office Box 362
Twin Falls ID 83303-0362

VII.

The first Board of Directors shall consist of three (3) directors, but during their term of office, or thereafter, the number of directors may be increased or decreased from time to time as may be provided by the by-laws; provided, however, that the number of directors constituting the Board shall not be less than three (3) or more than eight (8). The following person shall be named director of the corporation to serve until additional directors are elected and qualified:

Name: Kenneth Stutzman
Address: 2209 Mountain View Circle
Twin Falls, ID 83301

VIII.

All or any meetings of the members of the members of the Board of Directors shall be held within the State of Idaho.

IX.

The members of this nonprofit corporation shall not be personally liable for the debts,

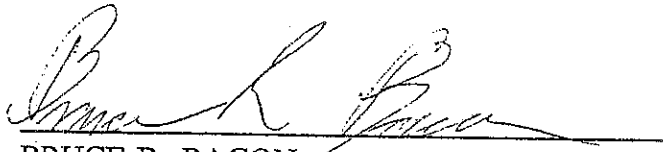
liabilities, or obligations of this nonprofit corporation. No single member shall have authority to obligate the Association to financial indebtedness.

No part of any monies received by the corporation shall inure to the benefit of any private member or individual, other than by acquiring, constructing, or providing management, maintenance, or care of property held, operated, or owned by the Association or by a rebate of excess membership dues, fees or assessments.

X.

Upon dissolution, the assets of HIDDEN LAKES HOME OWNER'S ASSOCIATION, INC., shall be distributed in equal shares to the then existing members of the association.

IN WITNESS WHEREOF, we have signed duplicate originals of these Articles of Incorporation this 4th day of October, 1995.


BRUCE R. BACON

State of Idaho

Department of State

CERTIFICATE OF INCORPORATION OF

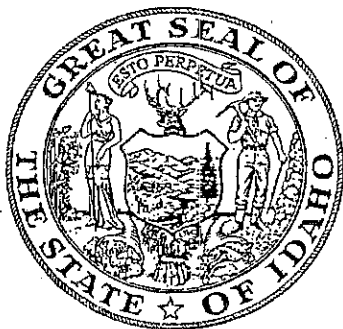
HIDDEN LAKES HOME OWNER'S ASSOCIATION, INC.

File Number C 112313

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of HIDDEN LAKES HOME OWNER'S ASSOCIATION, INC. duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated: October 12, 1995



Pete T. Cenarrusa
SECRETARY OF STATE

By

Shirley L. Clark

EXHIBIT "C"

BYLAWS OF HIDDEN LAKES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

The following articles are the Bylaws for the Hidden Lakes Homeowners' Association, Inc., an Idaho not-for-profit cooperative association, (herein referred to as "Association").

ARTICLE II

OFFICE

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

ARTICLE III

APPLICATION

All owners and members, or any other person(s) who might use the facilities of the Association in any manner, are subject to the provisions set forth in these Bylaws. The mere acquisition of any of such lots will signify that these Bylaws are accepted, ratified, and will be observed by such persons.

ARTICLE IV

BOARD OF DIRECTORS

1. General Powers: The property, business and affairs of the Association shall be controlled, managed and governed by the Board of Directors.

2. Number: The initial Board of Directors shall consist of three (3) members; however, the number of directors may be increased or decreased by amendments to these Bylaws but in no case shall there be more than nine (9) nor less than three (3) board members.

3. Qualifications, Election and Term: The directors shall be members of the Association and shall be elected by the members at the annual membership meeting. At such election for directors, each member entitled to vote shall have the right to cast for any one or more nominees for director a number of votes equal to the number of votes attached to his membership pursuant to the Articles of incorporation multiplied by the number of

directors to be elected. There shall be three (3) members elected to serve two-year terms.

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

5. Vacancies: Any vacancy occurring on the Board of Directors whether by removal, resignation, death or otherwise shall be filled by a majority vote of the remaining directors though less than a quorum of the Board.

6. Regular Annual Meeting: There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings to be held at such other places and at such other times as it may determine from time to time. After an establishment of a time and place for such regular meeting, no further notice thereof need be given. The regular meeting schedule shall be mailed to all members notifying them of said meeting and that the same are open to all members. Special meetings of the Board may be called by the President or upon request to the Secretary by any two (2) directors or by any three (3) members.

7. Notices, Waiver: Five days notice of special board meetings shall be given to each director by the Secretary. Such notice may be given orally, in person or in writing, served on, mailed or telephoned to each director. Written waiver of notice signed by, or attendance at a meeting of the Board of Directors by a director, shall constitute a waiver of notice of such meeting, except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to defects in said notice.

8. Quorum, Vote Required, Adjournment: At any meeting of the Board of Directors, no less than three (3) of the qualified directors shall constitute a quorum. If a quorum is present the action of the majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

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

ARTICLE V

OFFICERS

1. General: The officers of the Association shall be members of the Board of Directors of the Association. The Association shall have the following officers: President, Treasurer and Secretary, all of whom shall be elected by the Board of Directors

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

3. Treasurer: The Treasurer shall have charge and custody of, and be responsible for, all sorts of securities of the Association. He shall deposit all such funds in the name of and to the credit of the Association in such banks and depositories as shall be designated by the Board of Directors. He shall keep books of account and records of his transactions and of the financial condition of the Association and shall submit such reports thereof as the Board of Directors may from time to time require, and in general, shall perform all of the duties incident to the office of the Treasurer and such other duties as may from time to time be assigned to him by the Board of Directors or the President. The Board may appoint one or more assistant Treasurers who may act in place of the Treasurer in case of his death, absence, inability or failure to act.

4. Secretary: The Secretary shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these Bylaws as required by law, and that the books, reports and other documents and records of the Association are properly kept and filed.

5. Compensation: Neither the officers nor the directors shall be compensated for their services. However, out-of-pocket expenses shall be reimbursable from the Association. The Board of Directors may elect to contract for administrative services through a professional management service or agency.

6. Delegation of Powers: In the case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board may delegate its duties and powers for the time being to any other officer or other directors.

ARTICLE VI

RIGHTS, DUTIES AND OBLIGATIONS OF THE MEMBERS OF THE ASSOCIATION

1. Membership: Each owner of a lot shall be a member of the Association and no person or entity other than the owner of a lot may be a member of the Association. Memberships in the Association shall not be transferred except in connection with the transfer of the lot. If there is multiple ownership of one lot, then there shall be designated for purposes of the Association, one person who shall be entitled to be designated "the member".

2. Transfer of Membership: Transfer of membership in the Association shall occur upon the transfer of a title to the lot in which the membership is appurtenant; however, the Association shall be entitled to maintain the person, persons or entity in whose name or names the membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the Secretary. A transfer of membership shall not release the Transferor from liability or obligation accrued and incidental to such membership prior to such transfer. In the event of a dispute as to ownership of a lot and to the membership appurtenant thereto, title to the lot as shown on the public records of the County of Twin Falls, State of Idaho, shall be determinative and conclusive.

3. Voting Rights: There shall be one vote appurtenant to each lot. If a person or entity is the owner of more than one lot, said person or entity shall have as many votes as he has lots.

The total number of votes that attach to membership certificates to be exercised by members of the Association shall be 26, all of which shall be exercised by the members of the Association from and after the date of the incorporation. Voting by proxy shall be permitted; however, proxies must be filed with the Secretary twenty-four (24) hours before the appointed time for each meeting.

4. Annual Meetings: An annual meeting of the members for the purpose of electing directors and transaction of other matters as may properly come before the meeting, shall be held at 8:00 p.m. on the first Monday of November, of each year in a convenient location in the County of Twin Falls, State of Idaho. All members shall be entitled to at least twenty-one (21) days notice prior to the annual meeting before any business can be lawfully transacted.

5. Special Meetings: Special meetings of the members of the Association may be called at any time by the Board of Directors or by written request of one-fifth of the voting power of

all of the members and shall be held at a convenient location in the County of Twin Falls, State of Idaho. The Secretary shall forthwith give notice of such meeting at such time as the Board may fix, not less than ten (10) nor more than thirty-five (35) days after the receipt of said request, and if the Secretary shall neglect or refuse to issue such call, the Board of Directors or members making request may do so.

6. Notice, Waiver: Notice of annual and special meetings of the members must be in writing, and must state the date, hour, place of meeting and generally describe the nature of the business to be transacted. Such notice shall be delivered personally to or deposited in the mail, postage prepaid, addressed to the last known address as shown on the books of the Association, to the members as shown on the books of the Association and shall be delivered or deposited in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary in writing of the time, place and purpose of the meeting in sufficient time to permit the Secretary to give notice to all members in accordance with these Bylaws. Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of the notice of such meeting, except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to the defects in said notice.

7. Quorum, Vote Required, Adjournment: A majority of the membership entitled to vote represented in person or by proxy shall constitute a quorum at any meeting of the members. If a quorum is present, the action of the majority of the membership present and voting, shall be the act of the members, unless otherwise provided for in the Declaration of Covenants, Conditions and Restrictions of the Hidden Lakes Homeowners' Association, Inc.. If a quorum is not represented at a meeting, a majority of the membership present in person or by proxy, may adjourn the meeting from time to time without notice other than announcement at the meeting.

8. Certificates Held: Membership certificates held in estates or trusts may be voted by the administrator, executor, guardian, conservator, trustee or receiver thereof without such membership or title to the lot being transferred to said person.

9. Conduct of the Meeting: The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of the officers, report of the committees, unfinished business, new business, election of directors and miscellaneous business.

ARTICLE VII

INCORPORATION BY REFERENCE OF THE ASSOCIATION'S DECLARATION

Declaration of Covenants, Restrictions and Conditions of the Hidden Lakes Homeowners' Association, Inc.: Pursuant to the Articles of Incorporation of the Hidden Lakes Homeowners' Association, Inc., the Declaration of Covenants, Restrictions and Conditions of the Hidden Lakes Homeowners' Association, Inc. are hereby incorporated into these Bylaws and made a part hereof as though fully set forth as they exist at the time of the execution of these Bylaws or as they may be amended, altered, deleted or supplemented.

ARTICLE VIII

CONTRACTS, CONVEYANCES, CHECKS AND MISCELLANEOUS

1. Contracts: The Board of Directors may authorize any officer or officers of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation or by the Declaration of Covenants, Restrictions and Conditions of the Hidden Lakes Homeowners' Association, Inc..

2. Conveyances and Encumbrances: Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of two-thirds of the members entitled to vote. Conveyances or encumbrances shall be executed by instrument by the President and by the Secretary of the Association.

3. Checks: All checks, drafts, notes and orders for the payment of money shall be signed by at least two of the three persons designated by the Board of Directors for the signing of said documents. Said designation shall be set forth as a resolution in the Board of Directors' minutes. A bill for \$500.00 or less may be paid by the designated signatories without Board approval. Any bill in excess of \$500.00 must be approved by a vote of the Board of Directors before payment.

4. Fiscal Year: The fiscal year or business year of the Association shall begin on the first day of December and end on the last day of November following.

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

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

ARTICLE IX

STANDING COMMITTEES

The Association shall have the following standing committees:

1. Maintenance Committee
2. Architectural and Environmental Control Committee
3. Budget Committee

The members constituting said committees shall be appointed by the Board of Directors. No committee's decision shall be deemed to supersede a provision set forth in the Declaration of Covenants, Conditions and Restrictions of the Association.

ARTICLE X

BOOKS AND ACCOUNTS

1. The books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with reasonable standards of accounting practices and procedures.

2. At the close of each accounting year, the books and records of the Association shall be reviewed by a person or firm approved by two-thirds of the total membership. Report of such review shall be prepared and submitted to the members at or before the annual meeting and an audit by a certified public accountant approved by the members shall be made only if at least 75% of the Owners elect to do so.

3. Financial reports, such as are required to be furnished shall be available at the principal office of the Association for inspection at reasonable times by any member.

ARTICLE XI

Bylaws. These Bylaws may be amended, altered or repealed from time to time by a two-thirds vote of the members of the Association.

DATED this 22 day of JANUARY, 1996.

HIDDEN LAKES HOMEOWNERS' ASSOCIATION, INC.

By [Signature]
Owner/Member

1-22-96
Date

By [Signature]
Owner/Member

1/22/96
Date

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 3rd day of November, 2003, by KEN STUTZMAN and JILL STUTZMAN, husband and wife (hereinafter referred to as "Declarant").

DECLARATION:

Declarant hereby declares that the real property located in Twin Falls County, Idaho more particularly described in Exhibit "A," attached hereto, and all lots, residential units and common areas situated therein, shall be held, conveyed, encumbered, leased and used subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN LAKES, dated January 22, 1996, and recorded in the records of Twin Falls County, as amended by FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIDDEN LAKES SUBDIVISION, recorded in the records of Twin Falls County. These Covenants are for the purpose of enhancing and protecting the value, desirability and attractiveness of the subject real property and shall run with title to the land situated therein, and shall be binding upon, and benefit, all parties now or hereafter having or acquiring any right, title or interest therein, or to any part thereof.

For purposes of clarification, the owner(s) of the parcels described in Exhibit "A," attached hereto, shall be members of Hidden Lakes Home Owner's Association, Inc.

SIGNATURES:

Twin Falls County, Idaho

Recorded for:

TOLMAN LAW OFFICE

03:46pm

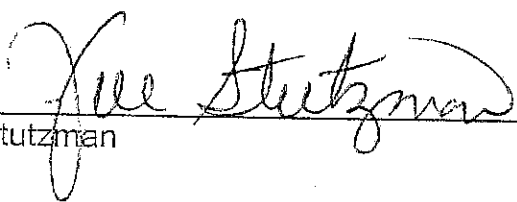
Nov.05,2003

2003 - 028823

No. of Pages: 3 Fee: \$9.00
KRISTINA GLASCOCK
County Clerk
Deputy: JA



Ken Stutzman



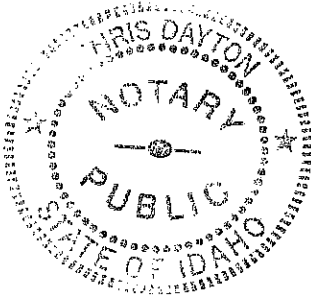
Jill Stutzman

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 3rd day of November, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Ken Stutzman and Jill Stutzman, known or identified to me to be the persons whose names are subscribed to the foregoing document and acknowledged to me that they executed the same.

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

(seal)



Chris Dayton
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Shoshone, ID
My Commission expires: 1-26-05

EXHIBIT "A"

Township 9 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 32: Part of the SW $\frac{1}{4}$ being more particularly described as follows:

BEGINNING at the South quarter corner of Section 32, said corner marked by a U.S. BLM brass cap;

THENCE North $00^{\circ}06'06''$ West ($N 00^{\circ}20'28''$ E rec.) along the east line of the SW $\frac{1}{4}$ for a distance of 455.19 feet (455.00' rec.) to a $\frac{5}{8}$ " rebar which is the Northeast corner of Block 2 of the Hidden Lakes Estates Subdivision which shall be the POINT OF BEGINNING.

THENCE North $89^{\circ}44'24''$ West ($N 89^{\circ}17'59''$ W rec.) along the north line of Block 2 of the Hidden Lakes Estates Subdivision for a distance of 179.60 feet (179.56' rec.) to a $\frac{1}{2}$ " rebar;

THENCE North $89^{\circ}44'24''$ West ($N 89^{\circ}17'59''$ W rec.) continuing along said line for a distance of 620.46 feet (620.44' rec.) to a $\frac{5}{8}$ " rebar;

THENCE North $00^{\circ}06'22''$ West ($N 00^{\circ}20'28''$ E rec.) along the east line of Block 2 of the Hidden Lakes Estates Subdivision for a distance of 280.01 feet to a $\frac{1}{2}$ " rebar;

THENCE North $00^{\circ}05'41''$ West ($N 00^{\circ}20'28''$ E rec.) continuing along said line for a distance of 228.61 feet to a $\frac{1}{2}$ " rebar;

THENCE South $84^{\circ}21'13''$ East for a distance of 188.43 feet to a $\frac{1}{2}$ " rebar;

THENCE North $71^{\circ}55'25''$ East for a distance of 238.37 feet to a $\frac{1}{2}$ " rebar;

THENCE South $88^{\circ}21'50''$ East for a distance of 142.95 feet to a $\frac{1}{2}$ " rebar;

THENCE North $31^{\circ}45'02''$ East for a distance of 126.69 feet to a $\frac{1}{2}$ " rebar;

THENCE North $77^{\circ}12'56''$ East for a distance of 138.09 feet to a $\frac{1}{2}$ " rebar;

THENCE South $84^{\circ}03'14''$ East for a distance of 41.58 feet to a $\frac{1}{2}$ " rebar on the east line of the SW $\frac{1}{4}$;

THENCE South $00^{\circ}06'06''$ East along said line for a distance of 697.57 feet to the POINT OF BEGINNING.

EXCEPT: Parcel G, more particularly described as:

A parcel of land located in a portion of SE⁴SW⁴, Section 32, Township 9 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 20, Block 2, "Hidden Lakes Estates" Subdivision, according to the official plat thereof recorded in Book 15 of Plats, page 7, records of Twin Falls County, Idaho; and being the REAL POINT OF BEGINNING.

THENCE North $00^{\circ}20'28''$ East 228.51 feet along the East boundary of said Lot 20.

THENCE South $83^{\circ}54'23''$ East 188.43 feet along the boundary of that parcel of land described in Deed Instrument #2000-007853.

THENCE North $72^{\circ}22'15''$ East 46.60 feet along the boundary of said parcel.

THENCE leaving the boundary of said parcel South $00^{\circ}20'28''$ West 275.46 feet.

THENCE North $89^{\circ}17'59''$ West 231.81 feet to a point on the East boundary of Lot 21, Block 2, "Hidden Lakes Estates".

THENCE North $00^{\circ}20'28''$ East 50.00 feet along the East boundary of said Lot 21 to the REAL POINT OF BEGINNING.

**First Amendment to Declaration of Covenants, Conditions and Restrictions for
Hidden Lakes Subdivision**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 3rd day of November, 2003, by Hidden Lakes Home Owner's Association, Inc. members and owners of real property located in Hidden Lakes Subdivision.

1. Pursuant to Article XI of the Declaration of Covenants, Conditions and Restrictions for Hidden Lakes Subdivision, dated January 22, 1996, and recorded in the records of Twin Falls County, Idaho, Hidden Lakes Homeowners' Association, Inc. members and owners of real property located in Hidden Lakes Subdivision, hereby amend the Declaration of Covenants, Conditions and Restrictions as follows:

a. Article II, PROPERTIES SUBJECT TO THIS DECLARATION, shall be deleted, and replaced with the following:

Twin Falls County, Idaho

ARTICLE II

Recorded for:
TOLMAN LAW OFFICE

PROPERTIES SUBJECT TO THIS DECLARATION

03:48pm Nov. 05, 2003

2003-028824

No. of Pages: 6 Fee: \$18.00
KRISTINA GLASCOCK
County Clerk
Deputy: JA

The real property which shall be transferred, sold and conveyed, subject to this declaration is located in Twin Falls County, State of Idaho, and is described in Instrument No. 19995007200 as recorded in Book 15 of Plats, at page 7, records of Twin Falls County, Idaho and the real property located in Twin Falls County, Idaho, more particularly described on Exhibit "A," attached hereto, and by this reference made a part hereof.

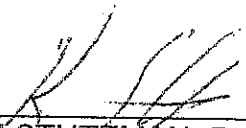
b. The Articles of Incorporation of Hidden Lakes Home Owner's Association, Inc., attached as Exhibit "B," to the Declaration of Covenants, Conditions and Restrictions for Hidden Lakes Subdivision, dated January 22, 1996, shall be amended as set forth in Exhibit "B," attached hereto, and by this reference made a part hereof.

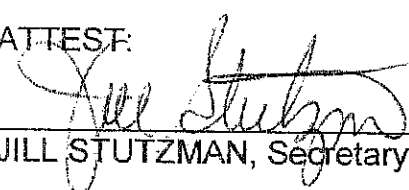
c. The Bylaws of Hidden Lakes Home Owner's Association, Inc., attached as Exhibit "C," to the Declaration of Covenants, Conditions and Restrictions for Hidden Lakes Subdivision, dated January 22, 1996, shall be amended as set forth in Exhibit "C," attached hereto, and by this reference made a part hereof.

2. Except as specifically referenced as amended hereinabove, all provisions of the Declaration of Covenants, Conditions and Restrictions for Hidden Lakes Subdivision; Articles of Incorporation of Hidden Lakes Home Owner's Association, Inc.; and Bylaws of Hidden Lakes Home Owner's Association, Inc., shall remain in full force and effect.

3. This First Amendment to the Declaration of Covenants, Conditions and Restrictions shall take effect upon its being recorded in the office of the Twin Falls County Recorder, Twin Falls, Idaho.

WE, the undersigned, being the president and secretary of HIDDEN LAKES HOME OWNER'S ASSOCIATION, do hereby certify that the foregoing is the true, full and correct First Amendment to the Declaration of Covenants, Conditions and Restrictions for Hidden Lakes duly and regularly adopted by a written ballot of the owners/members effective the 3rd day of November, 2003.

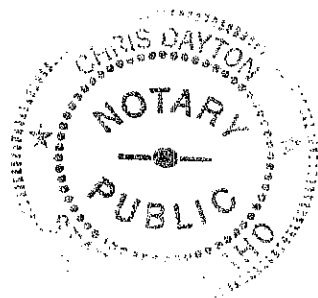

KEN STUTZMAN, President/Member/Owner

ATTEST:

JILL STUTZMAN, Secretary/Member/Owner

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 3rd day of November, 2003, before me personally appeared Ken Stutzman and Jill Stutzman, known or identified to me to be the president and secretary of the non-profit corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(Seal)



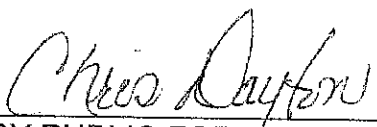

NOTARY PUBLIC FOR IDAHO
Residing: Meridian Id.
My Commission Expires: 1-26-05

EXHIBIT "A"

Township 9 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 32: Part of the SW $\frac{1}{4}$ being more particularly described as follows:

BEGINNING at the South quarter corner of Section 32, said corner marked by a U.S. BLM brass cap;

THENCE North $00^{\circ}06'06''$ West (N $00^{\circ}20'28''$ E rec.) along the east line of the SW $\frac{1}{4}$ for a distance of 455.19 feet (455.00' rec.) to a $\frac{5}{8}$ " rebar which is the Northeast corner of Block 2 of the Hidden Lakes Estates Subdivision which shall be the POINT OF BEGINNING.

THENCE North $89^{\circ}44'24''$ West (N $89^{\circ}17'59''$ W rec.) along the north line of Block 2 of the Hidden Lakes Estates Subdivision for a distance of 179.60 feet (179.56' rec.) to a $\frac{1}{2}$ " rebar;

THENCE North $89^{\circ}44'24''$ West (N $89^{\circ}17'59''$ W rec.) continuing along said line for a distance of 620.46 feet (620.44' rec.) to a $\frac{5}{8}$ " rebar;

THENCE North $00^{\circ}06'22''$ West (N $00^{\circ}20'28''$ E rec.) along the east line of Block 2 of the Hidden Lakes Estates Subdivision for a distance of 280.01 feet to a $\frac{1}{2}$ " rebar;

THENCE North $00^{\circ}05'41''$ West (N $00^{\circ}20'28''$ E rec.) continuing along said line for a distance of 228.61 feet to a $\frac{1}{2}$ " rebar;

THENCE South $84^{\circ}21'13''$ East for a distance of 188.43 feet to a $\frac{1}{2}$ " rebar;

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THENCE North $31^{\circ}45'02''$ East for a distance of 126.69 feet to a $\frac{1}{2}$ " rebar;

THENCE North $77^{\circ}12'56''$ East for a distance of 138.09 feet to a $\frac{1}{2}$ " rebar;

THENCE South $84^{\circ}03'14''$ East for a distance of 41.58 feet to a $\frac{1}{2}$ " rebar on the east line of the SW $\frac{1}{4}$;

THENCE South $00^{\circ}06'06''$ East along said line for a distance of 697.57 feet to the POINT OF BEGINNING.

EXCEPT: Parcel G, more particularly described as:

A parcel of land located in a portion of SE⁴SW⁴, Section 32, Township 9 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 20, Block 2, "Hidden Lakes Estates" Subdivision, according to the official plat thereof recorded in Book 15 of Plats, page 7, records of Twin Falls County, Idaho; and being the REAL POINT OF BEGINNING.

THENCE North $00^{\circ}20'28''$ East 228.51 feet along the East boundary of said Lot 20.

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THENCE leaving the boundary of said parcel South $00^{\circ}20'28''$ West 275.46 feet.

THENCE North $89^{\circ}17'59''$ West 231.81 feet to a point on the East boundary of Lot 21, Block 2, "Hidden Lakes Estates".

THENCE North $00^{\circ}20'28''$ East 50.00 feet along the East boundary of said Lot 21 to the REAL POINT OF BEGINNING.

204



ARTICLES OF AMENDMENT (Non-profit)

To the Secretary of State of the State of Idaho
Pursuant to Title 30, Chapter 3, Idaho Code, the undersigned
non-profit corporation amends its articles of incorporation as
follows:

1. The name of the corporation is:

Hidden Lakes Home Owner's Association, Inc.

2. The text of each amendment is as follows:

Article IV is deleted and replaced with the following:

The nature of the business and the object and purpose of this nonprofit corporation shall be to organize and promote various easements, restrictions, reservations, charges, covenants and conditions, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property located in Hidden Lakes Subdivision and adjacent real property and other real property located in Twin Falls County, Idaho, as Hidden Lakes Home Owner's Association, Inc. shall deem appropriate.

Article V is deleted and replaced with the following:

The members of this nonprofit corporation shall be individuals or entities that hold memberships in the Hidden Lakes Home Owner's Association, Inc. by reason of ownership interest in the lot or lots within the Hidden Lakes Subdivision, other adjacent real property, or other real property located in Twin Falls County, Idaho, as Hidden Lakes Home Owner's Association, Inc. shall deem appropriate.

3. The date of adoption of the amendment(s) was: November 3, 2003

4. Manner of adoption (check one):

☐ Each amendment consists exclusively of matters which do not require member approval pursuant to section 30-3-90, Idaho Code, and was, therefore, adopted by the board of directors. (Please fill spaces below)

a. The number of directors entitled to vote was: _____

b. The number of directors that voted for each amendment was: _____

c. The number of directors that voted against each amendment was: _____

☒ The amendment consists of matters other than those described in section 30-3-90, Idaho Code, and was, therefore adopted by the members. (Please fill spaces below)

a. The number of members entitled to vote was: 50

b. The number of members that voted for each amendment was: 43

c. The number of members that voted against each amendment was: 0

Dated: November 3, 2003

Signature: [Signature]

Typed Name: Ken Stutzman

Capacity: President

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

Electronic/Forwards of Amendment, 12/2002
Rev 01/2002

Web Form

**First Amendment to the
Bylaws of Hidden Lakes Home Owner's Association**

THIS FIRST AMENDMENT TO THE BYLAWS OF THE HIDDEN LAKES HOME OWNER'S ASSOCIATION is approved by the Hidden Lakes Home Owner's Association, effective this 3rd day of November, 2003.

1. Pursuant to Article XI of the Bylaws of Hidden Lakes Home Owner's Association, Inc., dated January 22, 1996, and recorded in the records of Twin Falls County, as Exhibit "C" to the Declaration of Covenants, Conditions and Restrictions for Hidden Lakes, are hereby amended as follows:

a. Article VI, Section 3, second paragraph 2, first sentence, shall be deleted and replaced with the following:

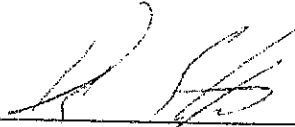
The total number of votes that attach to membership certificates to be exercised by members of the Association shall be 52, all of which votes shall be exercised by the members of the Association from and after the date of the incorporation.

b. Article VII shall be deleted and replaced with the following:


Declaration of Covenants, Conditions and Restrictions for Hidden Lakes; the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Hidden Lakes; the Articles of Incorporation of Hidden Lakes Home Owner's Association, Inc.; and the Articles of Amendment of Hidden Lakes Home Owner's Association, Inc. are hereby incorporated into these Bylaws and made a part hereof as though fully set forth as they existed at the time of the execution of the Bylaws, and as they have been or may be amended, altered, deleted or supplemented.

2. Except as specifically amended hereinabove, all provisions of the Bylaws of Hidden Lakes Home Owner's Association, Inc., shall remain in full force and effect.

WE, the undersigned, being the president and secretary of HIDDEN LAKES HOME OWNER'S ASSOCIATION, do hereby certify that the foregoing is the true, full and correct First Amendment to Bylaws of said corporation duly and regularly adopted by a written ballot of the owners/members of this corporation held effective the 3rd day of November, 2003.

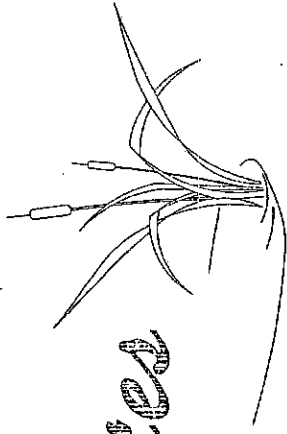


KEN STUTZMAN, President/Member/Owner

ATTEST: 

JILL STUTZMAN, Secretary/Member/Owner

Hidden Lakes Estates



The lots on this plat are subject to restrictions concerning the location of wells and septic systems. These restrictions are on file at the South Central District Health Department and no building permits will be issued without the consent of the Health Department and strict conformance to these restrictions.

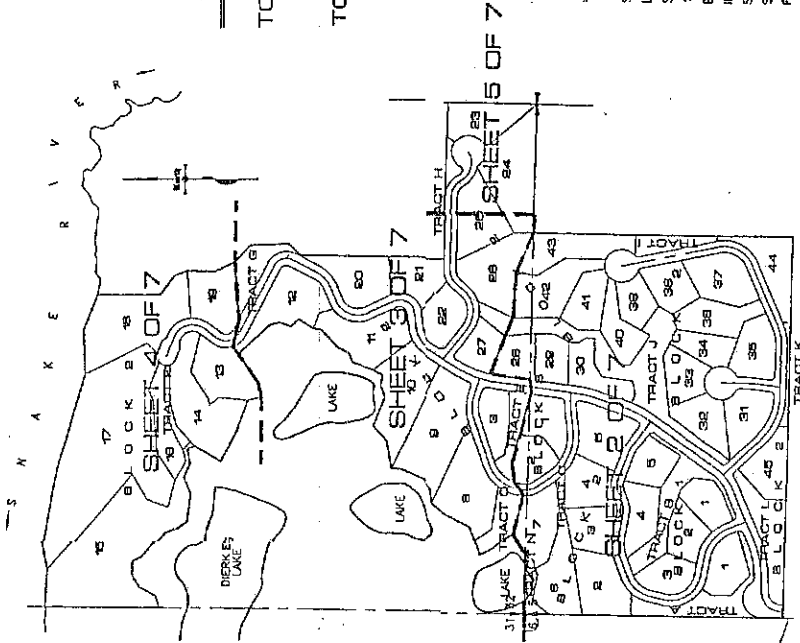
HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary Restrictions may be imposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

MAY 3, 1995
 South Central District Health Dept., EMS

The individual lots described in this plat will not be served by any water system common to one (1) or more of the lots, but will be served by individual wells. (I.C. 50-1334)

VICINITY				PROJECT				SKETCH			
4	3	2	1	1	2	3	4	1	2	3	4
5	6	7	8	5	6	7	8	5	6	7	8
9	10	11	12	9	10	11	12	9	10	11	12
13	14	15	16	13	14	15	16	13	14	15	16
17	18	19	20	17	18	19	20	17	18	19	20



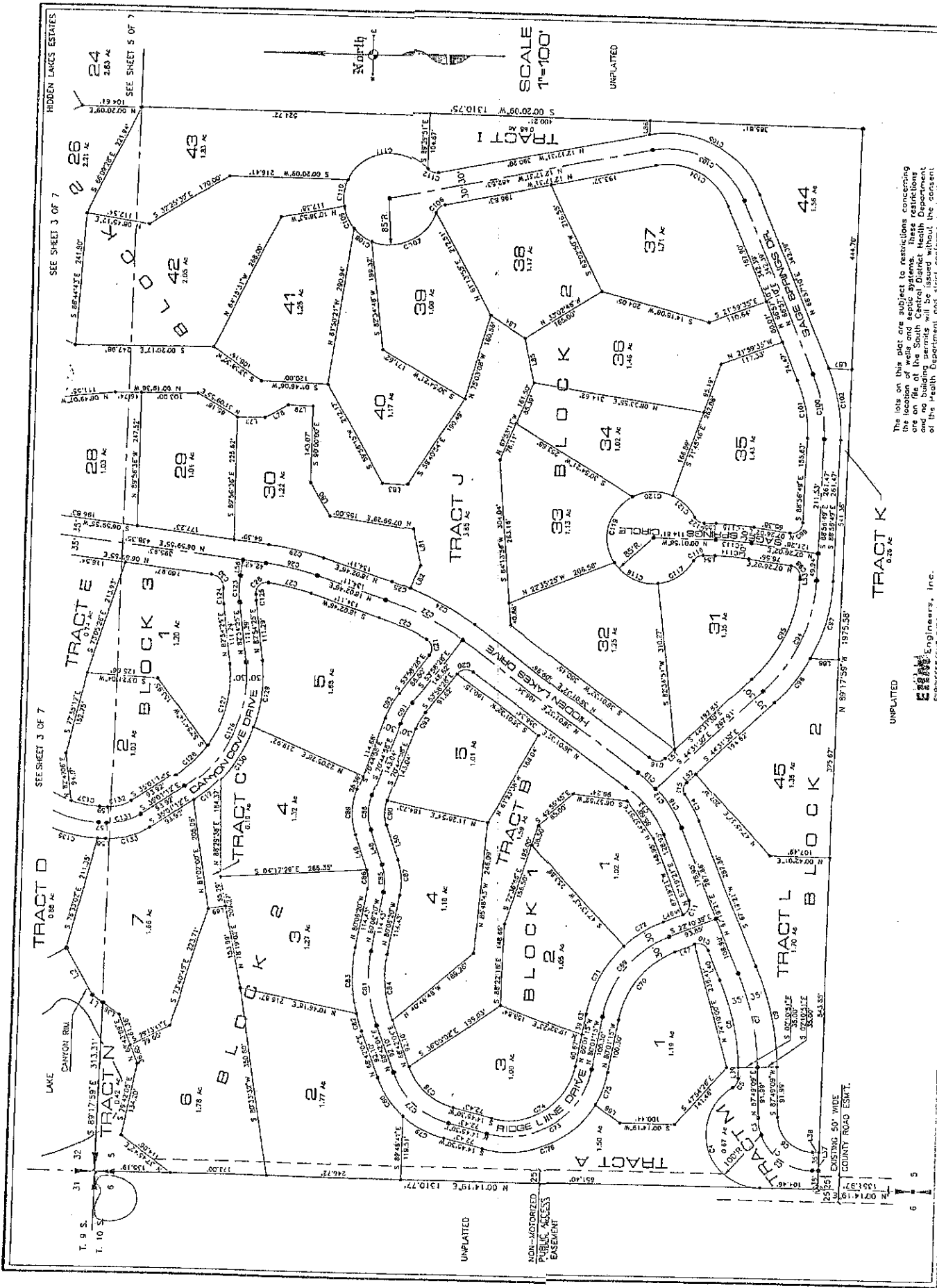
LOCATED IN
 SW 4, SECTION 32,
 TOWNSHIP 9 SOUTH, RANGE 18 EAST,
 AND
 NW 4, SECTION 5,
 TOWNSHIP 10 SOUTH, RANGE 18 EAST,
 BOISE MERIDIAN,
 TWIN FALLS COUNTY, IDAHO
 1995

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- 1/4 SECTION LINE
- EASEMENT LINE
- INITIAL POINT-SET BRASS CAP IN CONC.
- SET 5/8" REBAR & CAP
- SET 1/2" REBAR & CAP
- FOUND BRASS CAP

SHEET INDEX

EMA Engineers, Inc.
 ENGINEERS/SURVEYORS/PLANNERS



The lots on this plat are subject to restrictions concerning the use of wells and septic systems. These restrictions are on file at the County Health Department and no building permits will be issued without the consent of the Health Department and strict compliance to these restrictions.

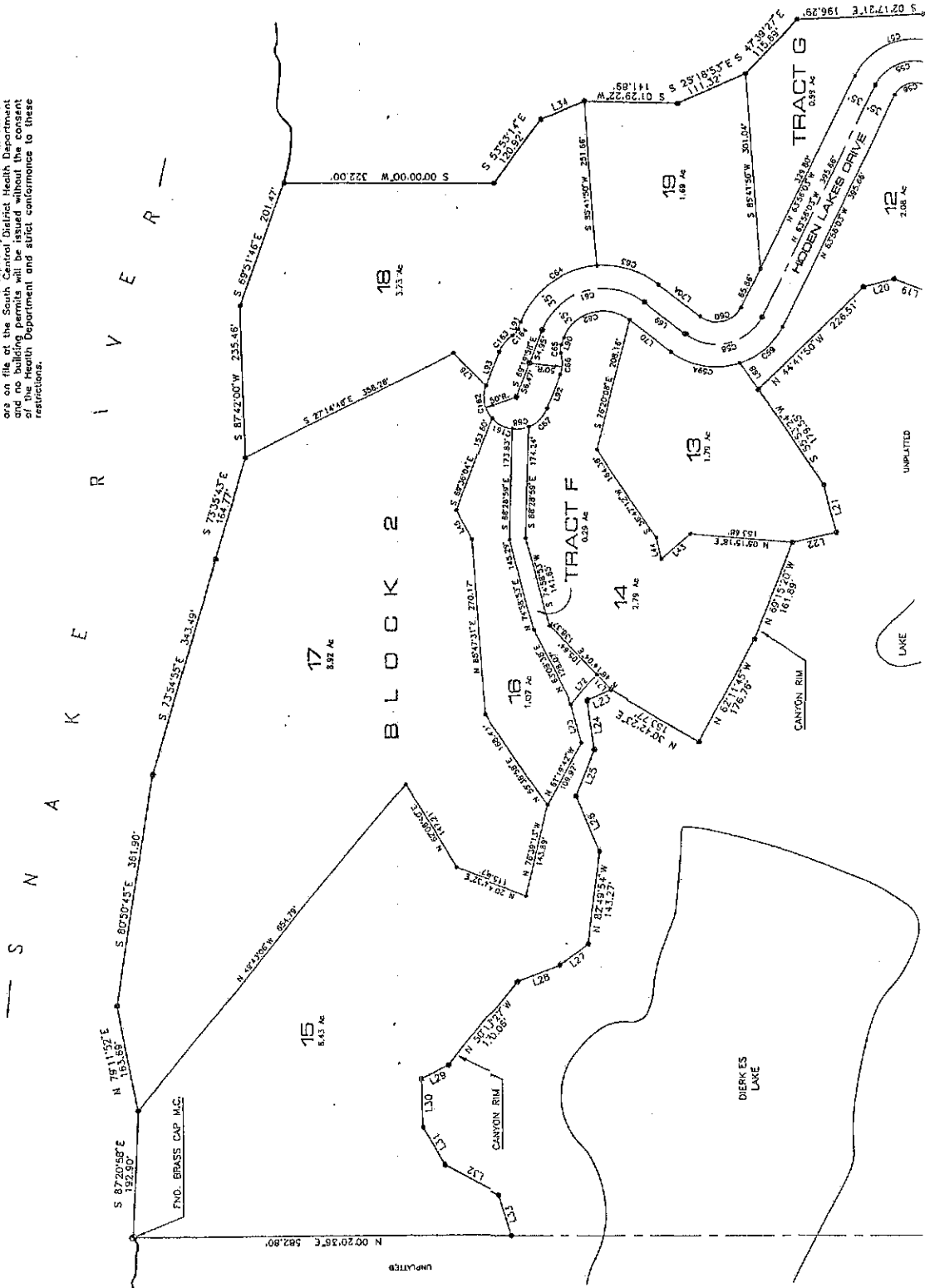
ES&M Engineering, Inc.
ENGINEERS & SURVEYORS

UNPLATTED

The lots on this plat are subject to restrictions concerning the use of the same, and no building permits will be issued without the consent of the Health Department and strict conformance to these restrictions.



SCALE
1"=100'



DATE: 3-27-77

UNPLATTED

UNPLATTED

UNPLATTED

11



82P5A

10

88P5A

OWNER'S

Thence, N 23°30'15" W, 75.79 feet, along the canyon rim,
Thence, N 25°10'11" W, 87.76 feet, along the canyon rim,
Thence, N 63°33'47" E, 156.37 feet, along the canyon rim,
Thence, N 28°28'55" E, 188.40 feet, along the canyon rim,
Thence, N 42°05'35" E, 57.93 feet, along the canyon rim,
Thence, N 41°19'35" E, 79.79 feet, along the canyon rim,
Thence, N 24°56'48" E, 118.82 feet, along the canyon rim,
Thence, N 05°38'11" E, 50.61 feet, along the canyon rim,
Thence, N 47°21'05" E, 146.59 feet, along the canyon rim,
Thence, S 69°15'40" E, 55.17 feet, along the canyon rim,
Thence, N 70°11'05" E, 64.37 feet, along the canyon rim,
Thence, S 70°49'07" E, 12.65 feet, along the canyon rim,
Thence, N 20°35'35" E, 12.65 feet, along the canyon rim,
Thence, N 66°51'15" E, 53.95 feet, along the canyon rim,
Thence, N 26°24'45" E, 64.31 feet, along the canyon rim,
Thence, N 48°34'55" E, 128.43 feet, along the canyon rim,
Thence, N 33°53'56" E, 82.11 feet, along the canyon rim,
Thence, N 42°08'32" E, 55.97 feet, along the canyon rim,
Thence, N 19°03'24" E, 60.11 feet, along the canyon rim,
Thence, S 75°20'35" W, 77.05 feet, along the canyon rim,
Thence, N 32°53'24" W, 69.89 feet, along the canyon rim,
Thence, N 12°25'56" W, 161.89 feet, along the canyon rim,
Thence, N 82°11'45" W, 153.77 feet, along the canyon rim,
Thence, N 30°42'31" W, 39.75 feet, along the canyon rim,
Thence, N 23°17'35" W, 75.31 feet, along the canyon rim,
Thence, S 61°38'35" W, 97.35 feet, along the canyon rim,
Thence, S 67°17'03" W, 143.37 feet, along the canyon rim,
Thence, N 37°48'34" W, 55.89 feet, along the canyon rim,
Thence, N 36°25'26" W, 70.45 feet, along the canyon rim,
Thence, N 50°31'17" W, 47.06 feet, along the canyon rim,
Thence, N 26°14'07" W, 73.14 feet, along the canyon rim,
Thence, S 65°49'11" W, 73.14 feet, along the canyon rim,
Thence, S 58°42'45" W, 66.83 feet, along the canyon rim,
Thence, S 42°03'17" W, 35.72 feet, along the canyon rim,
Thence, N 00°20'35" E, 86.69 feet, along the canyon rim,
Thence, N 00°20'35" E, 86.69 feet, along the canyon rim,
boundary of said Section 32.
Thence, S 87°40'35" E, 182.90 feet, along the mean high water line of the Snake River,
Thence, N 29°11'52" E, 148.69 feet, along the mean high water line of the Snake River,
Thence, N 29°11'52" E, 35.90 feet, along the mean high water line of the Snake River,
Thence, N 35°45'31" E, 131.90 feet, along the mean high water line of the Snake River,
Thence, S 73°53'11" E, 263.79 feet, along the mean high water line of the Snake River,
Thence, N 87°42'35" E, 233.46 feet, along the mean high water line of the Snake River,
Thence, S 68°51'45" E, 204.47 feet, along the mean high water line of the Snake River,
Thence, S 53°51'45" E, 720.90 feet, leaving said mean high water line,
Thence, S 22°10'13" E, 72.98 feet, along the upper rim of the Snake River canyon,
Thence, S 01°28'32" W, 141.89 feet, along the upper rim of the Snake River canyon,
Thence, S 21°16'31" E, 111.32 feet, along the upper rim of the Snake River canyon,
Thence, S 02°17'11" E, 193.29 feet, along the upper rim of the Snake River canyon,
Thence, S 73°41'10" E, 82.00 feet, leaving said canyon rim,
Thence, S 00°20'35" W, 736.00 feet, leaving said canyon rim,
Thence, S 87°17'55" E, 900.00 feet, to a point on the East boundary of SE 3/4, Section 32,
Thence, S 87°17'55" E, 455.00 feet, to the South Quarter corner of Section 32,
Thence, N 89°17'45" W, 55.00 feet, to the Northeast corner of W 2 Gov't Lot 3, Section 5,
Thence, N 00°10'15" W, 130.75 feet, to the Northwest corner of NW 2 Gov't Lot 3, Section 5,
Thence, N 89°17'45" W, 197.55 feet, to the INITIAL POINT.

corner on the West



Engineers, Inc.

FD 9 133HS
318226

MISSOURI LAKES ESTUDES

On this 30 day of MAY 1945 at CASPER, before me, the undersigned, a Notary Public in and for said State, personally appeared Curt L. Sultman and Ruth E. Sultman, known to me to be the persons whose names are subscribed to the above Certificate of Owners and acknowledged to me that they executed the same.

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

Walter D. Morgan
Notary Public
TWIN FALLS

TWIN FALLS
Twin Falls

Residing At
NOV. 19, 1997
Commission Expires

On this 3rd day of MAY 1995 at Waukegan, Lake County, Illinois, before me, the undersigned, a Notary Public, known to me to be the persons whose names are subscribed to the foregoing certificate of Oath and acknowledged to me that they executed the same.

N. WINNERS WHEREOF, I have previously let my lands and enclosed they would find the day and year he had conveyed that same which.

John A. Jones
 Natural Public

IV 5011

NOV. 19, 1991

0
1
2
3
4

1. Tracts A, B, C, D, E, F, G, H, I, J, K, and L are reserved as open space controlled by the Hidden Lakes Estates Landowners Association. Public utilities are permitted in these tracts. Drainfields are permitted within these tracts only with written permission from the Hidden Lakes Estates Landowners Association.

2. Tract M is dedicated to the Twin Falls Highway District for a Public Roadway and Bus Turn-around. All other roadways as shown on this plat are private.

3. Tract N is a non-building lot.

4. The lots on this plot are subject to restrictions concerning the location of wells and septic systems. These restrictions are on file at the South Central District Health Department and no building permits will be issued without the consent of the Health Department and strict conformance to these restrictions.

HIGHWAY	DISTRICT	APPROVAL

The foregoing plot has been accepted and approved by the Twin Falls Highway District.
Dated this _____ day of _____ 199__


Meredith Ward
Clerk

Charles D. Stewart
Chairman

Date July 11, 1915

by Engineer

George A. M. Adams



E. J. Engineers, Inc.
ENGINEERS/SURVEYORS/PLANNERS