

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

Instrument # 369887
Elmore County, Idaho
04:52pm Sep. 29, 2005
For: GUARANTY TITLE INC
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GAIL L. BEST, Recorder
Deputy: DLE

**FOR
RED BARON ESTATES PHASE 1
AND
RED BARON ESTATES PHASE 2**

THIS DECLARATION is made effective as of the 29th day of September, 2005, by the undersigned, hereinafter referred to in the singular as "Declarant".

RECITALS

(a) Declarant is the owner of certain real property located in the County of Elmore, State of Idaho, which is particularly described in Exhibit A that is attached hereto and by this reference made a part hereof (the "Property").

(b) The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well integrated high-quality development, and to guarantee adequate maintenance of the aircraft runway, taxiways and the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

NOW, THEREFORE, Declarant hereby declares that the Property and each Lot, parcel or portion thereof, as described above, shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion thereof; including their Invitees; shall inure to the benefit of every Lot, parcel or portion of the Property and interest therein; and shall inure to the benefit of and be binding upon Declarant, his successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by Declarant, by any Owner or his successors in interest and by the Association.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, nor Declarant's right to post signs incidental to construction, sales or leasing of the Property.

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ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of the Association.

Section 2. "Assessments" shall mean those payments required of Owners and Association Members including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Section 3. "Associate Member" shall have the meaning provided in Article IV.

Section 4. "Association" shall mean and refer to Red Baron Estates Pilots and Homeowners Association, Inc., an Idaho non-profit corporation, its successors and assigns.

Section 5. "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon the use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and Regulations, and procedural matters for use in the conduct of business of the Association.

Section 6. "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

Section 7. "Board" shall mean the Board of Directors of the Association or any committee or individual authorized by the Board to act on its behalf.

Section 8. "Building Lot" shall mean and refer to any plot of land showing upon any recorded plat of the Property with the exception of Common Area; Lot 22, which is the aircraft runway; Lots 1, 31 and 41 which are streets; and Lots 21 and 23 which shall be used for airplane hangars, ground operation and maintenance of aircraft, as well as duplex rentals. Lots 21 and 23 shall be and are specifically excluded from the application of this Declaration.

Section 9. "By-Laws" shall mean the By-Laws of the Association.

Section 10. "Committee" shall mean the Architectural Committee described in Article VI hereof, or the Board if the Architectural Committee has been disbanded.

Section 11. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association, or in which the Association has an easement for the use thereof, for the common use and enjoyment of the Owners and their Invitees. The Common Area shall be Lots 1 (streets) and 22 (runway) as shown on the Plat of Red Baron Estates Phase 1 recorded on the 27 day of September, 2005, as Instrument No: 369775, and Lots 31 (streets) and 41 (streets) as shown on the Plat of Red Baron Estates Phase 2, recorded on the 27 day of September, 2005, as Instrument No: 369775. The "Common Area" shall also include the aircraft runway and taxiways, and such parcels that are from time to time designated as private streets or drives, parking spaces and parking lots, common open space, common landscaped areas, storm Declaration of Covenants, Conditions and Restrictions - 2

drains, and such other parcels as may be dedicated as Common Area or in which the Association has an easement or other right of use.

Section 12. "Declaration" or "These Covenants" shall refer to this Declaration, as hereafter amended and supplemented from time to time.

Section 13. "Declarant" shall mean and refer to Kenneth P. Casper and Sheila M. Casper, husband and wife, and Robert Ericson and Jody Bickle, husband and wife, their successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and as part of such conveyance, the Declarant assigns and transfers to such transferee the Declarant's rights with respect to such Lots.

Section 14. "Grantor" shall mean and refer to the Declarant.

Section 15. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property; including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, swimming pools and other recreational facilities and fixtures of any kind whatsoever.

Section 16. "Invitees" shall include members of an Owner's family, guests, licensees, contract purchasers, tenants and lessees.

Section 17. "Lot" shall mean and refer to a Building Lot.

Section 18. "Member" shall mean each person or entity holding a membership in the Association.

Section 19. "Mortgage" shall mean and refer to any mortgage or deed of trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

Section 20. "Single Family Development" includes all Lots within Red Baron Estates Phase 1 and Red Baron Estates Phase 2, located in Elmore County, as shown on the Plat, except Lots 22 (runway), 1, 31 and 41 (streets) and Lots 21 and 23 (hangar lots).

Section 21. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 22. "Plat" shall mean the recorded Plat of Red Baron Estates Phase 1 and Red Baron Estates Phase 2 recorded in Elmore County, Idaho, as Instrument No. 369775, and any recorded amendments thereto.

Section 23. "Property" shall mean and refer to the real property described herein, and such additions thereto as may hereafter be annexed and brought within the coverage of this declaration as more particularly provided herein.

Section 24. "Subdivision" shall mean Red Baron Estates Phase 1 and Red Baron Estates Phase 2 as shown on the Plats.

Section 25. "Unit" shall mean one single family dwelling.

ARTICLE II

GENERAL AND SPECIFIC RESTRICTIONS

Section 1. **Architectural Committee Review.** No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

Section 2. **Residential Use.** All of the Lots shall be used for single-family residential purposes only, except Lot 22, which is the aircraft runway; Lots 1, 31 and 41, which are streets; and Lots 21 and 23 which shall be used for aircraft hangars, ground operation and maintenance of aircraft, as well as duplex rentals. No Lot or the Common Area shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, the Board may permit "home occupations" as provided in the Association's Rules, and may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" upon such Owner's Lot. All structures placed on said Lots shall be of new construction and no buildings shall be moved from any other location onto any of said Lots. The Board may grant individuals the right to live in a construction trailer on a three months at a time basis to protect their investment but for a maximum of 1 year total.

Section 3. **Animals.** Because of the inherent dangers of mixing aircraft and animals in restricted places, there shall be no commercial or business use of any animals on the Property. All animals kept on the Property for domestic use or as pets shall be adequately confined by fences or tethered at all times so as to prevent any running loose on airport property so as not to cause a nuisance. No pigs, or goats, other than common household pets shall be kept on any Lot

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with a limit of 4 animals. There shall be no more than 2 large animals for each 1½ acres of land. No commercial boarding of animals shall be permitted on any Lot. Animals must not be a nuisance and shall not cause any offensive odors.

Section 4. Building Regulations. Each Lot shall comply with applicable local zoning rules and regulations, including but not limited to the building setback requirements which shall be 20 feet from the front, 20 feet from the sides and 20 feet from the back. In addition, no building shall be constructed within 125 feet of the center of the runway. No Lot shall be used for residential purposes until the local governmental authority has issued a building permit and the sanitary waste disposal system for the Lot has been approved by the health department and the Board. The placement of hangars and other storage facilities must have prior written approval from the Board. The exterior of the home must be completed within 1 year of the issuance of the building permit. At least one-third of the front of each residential building shall be of a masonry product, stucco, Drivit, stone, rock or other material deemed to be esthetically pleasing by the Committee. No residential building shall be a box style, but shall be broken up by protruding walls, entry ways, etc. No building shall be painted or decorated in any way with offensive colors. Materials used for construction must be of high standards. No T-1-11 materials shall be used.

Section 5. Height. No structure exceeding forty (40) feet in height shall be erected or permitted on any Lot. Nothing shall be constructed or permitted to remain that exceeds two feet in height above ground within five feet of the edge of any taxiway in the Subdivision.

Section 6. Size. No dwelling house having living space of less than 1,600 square feet on the main floor, exclusive of open porches, pergolas or attached garage, if any, shall be erected on any Lot. Each dwelling will have at least a 2 car garage. All lots bordering the runway must have an airplane hangar which shall be built within one year of the home construction.

Section 7. Roofs. All roofs shall be at least a 5-12 pitch with a minimum of thirty year architectural grade shingles, except Spanish style homes with flat roofs. The Architectural Committee may allow other roofing materials or pitch so long as they are harmonious with the surrounding structures and does not decrease the value of the other homes on the Property.

Section 8. Signs. No advertising signs (except for one "For Rent" or "For Sale" sign per Lot, not to exceed thirty-six inches by thirty-six inches), shall be erected, placed or permitted to remain on any Lot.

Section 9. Vehicles. No derelict vehicles shall be kept on any Lot, nor shall any large commercial vehicles be kept on or operated from the Property. No campers, recreational vehicles, trailers, boats, motorcycles or similar vehicles and no working or commercial vehicles of one ton (1) or greater shall be parked on any street adjacent to any lot. Campers, recreational vehicles, boats, or motorcycles may be parked on a Lot if the same is screened by fencing or shrubbery which shall in no event extend beyond the front walls of any house or garage and which shall be surfaced with concrete or asphalt. All other parking of equipment, inoperable cars or other unsightly vehicles shall be prohibited. Notwithstanding the foregoing, any boat, camper, trailer or recreational vehicle which is in good repair and working order which is not more than eight (8) feet wide, twenty-seven (27) feet long and ten (10) feet high may be stored on the side

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yard of a Lot between the front and rear yard set-backs if screened by a six (6) foot fence. Provided, however, such storage may not be located adjacent to the street on a corner lot.

Section 10. Lighting. The use of outdoor lights is discouraged, and if installed, they shall be designed in such a manner that no light shall illuminate adjacent property. All outdoor lighting shall be in conformance with applicable local, state and federal laws, rules and regulations.

Section 11. Aircraft Fuels. On-site storage of aircraft fuel in individual aircraft hangars, shelters or on individual Lots is prohibited.

Section 12. Aircraft Hangars. All aircraft hangars or shelters are subject to the architectural review provisions of Article VI herein. All such hangars or shelters constructed on a Lot shall be architecturally compatible with the primary structure on the Lot. Hangars or aircraft shelters may be detached from or attached to a primary structure in accordance with local building regulations.

Section 13. Aircraft Repair. There shall be no storage of dismantled or disabled aircraft within the Lots or the Common Area. Aircraft being repaired and aircraft parts must be kept within an enclosed hangar building, which has been approved pursuant to Article VI of this Declaration.

Section 14. Roadways Used as Taxiways for Aircraft. Private roadways within the Property shall be used as taxiways for aircraft. Aircraft shall always have the right of way over other vehicles. The speed limit is 20 miles per hour. Owners are solely responsible for their guests and their actions. No off-road vehicles, including but not limited to ATVs and dirt bikes, shall be allowed on the roadways with the Subdivision.

Section 15. Airpark Community. Red Baron Estates Phases 1 and 2 is an airpark community with residential lots constructed around an aircraft runway and the streets to be used for aircraft taxiways. All Owners must realize that the operation, maintenance and storage of aircraft create noise and sometimes odor. Owners will not object to the operation, maintenance and storage of aircraft on the Property. The Board may impose reasonable restrictions on the times of operation and maintenance of aircraft.

Section 16. Nuisances: No noxious or offensive activity, including without limitation, those creating an offensive odor or excessive level of noise or commotion, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The reasonable operation, maintenance and storage of aircraft shall not be considered a nuisance.

Section 17. Maintenance: Owner's Obligations: Each Owner shall be responsible for both exterior and interior maintenance of the Improvements on each Lot, and shall keep the Improvements in good condition and repair, including but not limited to: paint, repair, replacement and care of roofs, gutters, downspouts, fences, exterior and interior building surfaces, landscaping and glass surfaces. No Improvements shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair.

In the event that any Owner shall permit any Lot or Improvement, thereon, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to Property or facilities on or adjoining their Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner of said Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost, if not reimbursed by the Owner within ten (10) days of when incurred, shall be a Limited Assessment and shall create a lien enforceable in the same manner as other assessments set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due.

Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice.

In the event the Improvements on any lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction. If after ninety (90) days the repair, restoration or reconstruction of such damaged or destroyed Improvements has not taken place, the Association, upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon Owner's Lot for the purpose of doing so. Such Owner shall bear all costs incurred by the Association and a lien shall be applied to the Lot, as described above.

Section 18. Illegal Activity: No illegal activity will be permitted on the Property. "Illegal activity" includes those acts prohibited by Federal, state, county or city case law, statutes, ordinances, regulations and/or rules.

Section 19. Temporary Structures: No Improvements of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently, except during construction and then for no more than one year.

Section 20. Domestic Water Wells and Sanitary Sewage Disposal Units: Domestic water wells and sanitary sewage disposal plants and works to serve any Lot must comply with all requirements and regulations of State and County health authorities; and no wells or sewage disposal works shall be placed or used until all necessary permits and licenses have been obtained. All sanitary sewage disposal units shall be located in the back portion of each Lot and all water wells shall be located in the front portion of each Lot.

Section 21. No Further Subdivision: No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. No portion of any Lot, except the entire Lot with the Improvements thereon and Lots 21 and 23 or duplexes or apartments thereon, may be rented.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as herein provided, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational or runway facility situated upon the Common Area, except for Associate Members for which no fee shall be charged.

(b) The right of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; or for any infraction or violation of its published rules and regulations until compliance with the rules and regulations is confirmed by the Board; or for any violation of Federal Aviation Regulations (F.A.R.'s) by an Owner or user of the Common Area as found by the Association, until such period of suspension or other sanction is removed.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

(d) The right of the Association to permit use of the Common Areas by other than infrequent guests and to charge a fee for that use.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers or assignees. (a) Any lease or assignment of an Owner's right to use the Common Area, which is separate from a lease, or assignment of a Lot must be in writing and must be approved by the Board of Directors of the Association. Assignment of use of the Common Area by an Owner which is separate from a lease or assignment of the entire Lot shall result in loss of the Owner's right to use the Common Area during the term of that agreement, but shall not relieve the Owner from any obligations hereunder, including an Owner's covenant to pay assessment pursuant to Article V.

ARTICLE IV

RED BARON ESTATES PILOT AND HOMEOWNERS ASSOCIATION, INC.

Section 1. Organization of Association: The Red Baron Estates Pilots and Homeowners Association, Inc. ("Association") is an Idaho corporation formed under the provisions of the Idaho Non-Profit Corporation Act and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this

Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Membership: Each Owner of a Lot subject to this Declaration (including the Declarant) by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association. No Owner shall have more than one membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

Section 3. Associate Members. It is recognized and acknowledged that the Common Area aircraft runway may accommodate more use than is likely to occur from the thirty-seven residences in the Property. In consideration for transfer and dedication to the Association of the Common Area, including the aircraft runway and taxiways, by Declarants Kenneth P. Casper and Sheila M. Casper, husband and wife, said Declarants, as the owners of Lots 21 and 23, are granted thirty-seven Associate Memberships in the Association. The Owner of Lots 21 and 23 may transfer or assign the right to use the Common Area, including the aircraft runway and taxiways, and may receive a fee for that transfer from the transferees. Associate Members shall be entitled to use the Common Area, including the aircraft runway and taxiways, for aircraft and landing purposes in accordance with the restrictions and regulations as are set forth in this Declaration, the Articles, Bylaws, and any rules or regulations adopted by the Association. The Association shall not be entitled to charge fees or collect assessments from Associate Members. Associate Members shall have no right to vote or participate in the operation of the Association. The Associate Members shall have no other right in or to the Property.

Section 4. Voting: The Association will have two (2) classes of voting memberships.

(a) **Class A:** Class A members shall be the Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the absence of such a determination by the co-owners, no vote will be cast.

(b) **Class B.** The Class B member shall be the Declarant. Upon the recording hereof, Declarant shall be entitled to three (3) votes for each Lot of which Declarant is the Owner. The Class B membership shall cease and be converted to Class A membership on the earlier of the following: when 75% of the Lots are deeded to homeowners or on January 1, 2009.

(c) **Proxy.** Votes may be cast in person or by written proxy.

Section 5. Board of Directors and Officers: The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, By-Laws, and this Declaration. The Board shall consist of five members, three of whom shall be members of the association in good standing and licensed pilots, or persons with an interest in flying when pilots are unavailable.

Section 6. Powers and Duties of the Association.

(a) **Powers:** The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of the aircraft runway and taxiways and the maintenance of Common Areas and the performance of the other responsibilities herein assigned, including without limitation those listed below.

(i) **Assessments.** The power to levy assessments (Annual, Special and Limited) on the Owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.

(ii) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent hereto, to take any and all actions authorized by this Declaration and to commence and maintain any and all actions, including suits, to restrain and enjoin any breach or threatened breach of this Declaration, the Articles, the By-Laws, or the Association Rules (adopted pursuant to this Declaration), and to enforce by mandatory injunction or otherwise, all provisions thereof.

(iii) **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association, nor the members of its Board, shall be liable for any omission or improper exercise by the manager of any such duty or power to delegate.

(iv) **Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules, and regulations as the Association deems reasonable and which are consistent with this Declaration (the "Association Rules"). These rules are intended to establish the minimum standards of use of the aircraft runway and taxiways owned and/or controlled by the Association. The Association Rules shall not be inconsistent with this Declaration, the Articles, or By-Laws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such

mailing or delivery and posting, said Association Rules shall have the same force and effect as if they were set forth in and a part of this Declaration. In the event of any conflict between such Association Rules, the Association Rules shall be superseded by the provisions of this Declaration, the Articles, or the By-Laws to the extent of any such inconsistency.

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

(vi) **Licenses: Easements and Rights-of-Ways.** The power to grant and convey to any third party such licenses, easements and rights-of-way concerning the aircraft runway and taxiways as may be necessary or appropriate for the orderly operation, maintenance and use of said aircraft runway and taxiways.

(vii) The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after death of the individuals executing this Declaration on behalf of the Declarant, and their issue who are in being as of the date hereof.

(b) **Duties:** In addition to the powers delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

(i) **Operating and Maintenance of Aircraft Runway and Taxiways.** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the aircraft runway and taxiways, including the repair and replacement of property damaged or destroyed by casualty loss and other property acquired by the Association.

(ii) **Clear, operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area,** including the repair and replacement of property damaged or destroyed by casualty loss and other property acquired by the Association.

(iii) **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the aircraft runway, taxiways and any Common Area owned and managed by the Association, or against the Association, and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided, however, that they are paid or a bond insuring

payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, Federal, state and local, including income and corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

(iv) Insurance: Obtain from reputable insurance companies authorized to do business in the state of Idaho and maintain in effect the following policies of insurance.

a. Comprehensive public liability insurance in the amount of at least \$500,000.00 insuring the Board, the Association, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the Ownership and/or use of the aircraft runway, taxiways and any other Common Area or the Property owned or managed by it.

b. Full coverage directors and officers liability insurance with limits as determined by the Board.

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

d. The Association shall be deemed trustee of the interests of all members of the Association in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association. Notwithstanding any other provision herein, the Association shall continuously maintain in effect such other additional casualty, flood and liability insurance as the Board deems necessary or appropriate.

(v) Rule Making: Make, establish, promulgate, amend and repeal the Association Rules.

(vi) Architectural Committee: Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

(c) Written Record: The Association will keep a written record of all actions taken, or duties delegated, and will maintain true and correct financial records of the Association's business.

(d) **Annual Meeting:** An annual meeting will be held every year at which meeting the budget will be presented and approved and Association Board Members will be elected. All Owners will be given thirty (30) days' written notice of this meeting. The presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of such membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The Members present at a duly organized and convened meeting where a quorum has been present can continue to do business as a quorum until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. The budget shall be approved and Board Members elected by a majority of votes cast, in person or by proxy, at the annual meeting.

(e) **Personal Liability:** No member of the Board, the Board, or committee, or committee member, or Officer of the Association, or the Architectural Committee, or the Declarant, or the Association Manager, if any, shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the groups, or individuals included in the groups listed above, or any other representative or employee of the groups listed above, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE V

COVENANT FOR MAINTENANCE OF ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments:** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such a deed, is deemed to covenant and agree to pay the Association the following assessments approved by the Association, as hereinafter provided:

- (a) All Annual Regular Assessments or charges;
- (b) All Special Assessments for capital improvements, and
- (c) All Limited Assessments.

The Regular, Special and Limited Assessments, together with interest, costs and reasonable attorneys' fees incurred by the Association in order to collect such amounts owed to the Association, shall be a charge on the land and shall be a continuing lien upon the Lots against which each such assessment is made. Such lien shall be binding upon the Owner of the Lot and his successors in interest and title. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments:

(a) **Regular Assessments:** The Regular Assessments levied by the Association shall be used exclusively to operate, maintain, repair, replace and use the aircraft runway and taxiways described or mentioned herein, including any real or personal property or easements making up said runway and taxiways, to pay property taxes and other assessments, and to pay such other reasonable costs and expenses which are incurred by the Association in carrying out the duties, and business of the Association. Regular Assessments will be based on the budget presented and approved at the Annual Meeting. The budget must be approved by a majority of the votes cast at the Annual Meeting at which a quorum is present.

(b) **Special Assessments for Capital Improvements:** In addition to the Regular Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements; PROVIDED THAT any such Special Assessment shall be approved by a majority of the votes cast at a meeting of the Association members at which a quorum is present. AND PROVIDED FURTHER, that such capital improvements may not be subject to payment through or by Special Assessments or by Regular Assessments during the development period, as defined by H.U.D.

(c) **Notice and Quorum for any Action Authorized Under Article V, Section 1(a) (Regular Assessments) and 1(b) (Special Assessments for Capital Improvements):** Written notice of any meeting called for the purpose of taking any action authorized under Article V, Section 1(a) or 1(b), shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the Association votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Regular and Special Assessments shall be levied by written notice to the Owners and shall be due when levied.

(d) **Limited Assessments:** Limited Assessments may be levied, as decided by the Board, against any Owner in any amount equal to the costs and expenses incurred by the Association resulting from the Owner's failure to comply, or failure to insure compliance by his Invitees, with this Declaration, the Association Rules, By-Laws and/or Articles. Limited Assessments may be made for, among other things: legal fees for corrective action costs and expenses incurred by the Association and resulting from the Owner's noncompliance with this Declaration, the Association Rules, By-Laws and/or Articles; for the repair and replacement of any part of the aircraft runways or taxiways or any Common Area or other property owned or maintained by the Association damaged by negligent or willful acts of any Owner or his Invitees. The Association is required to give any such Owners at least fifteen (15) days' written notice of any violation prior to taking

corrective action. Limited Assessments shall be levied by written notice to the Owner and shall be due when levied. Costs resulting from such corrective action, if not reimbursed by the Owner within ten (10) days of when incurred, shall be a Limited Assessment.

Section 3. Rate of Assessment: Both Regular and Special Assessments for the maintenance, repair or replacement of the aircraft runway and taxiways and for other allowed purposes shall be assessed to each residential Lot equally. All assessments shall be collected monthly unless otherwise expressly directed by the Board.

Section 4. Date of Commencement of Annual Assessments - Due Dates: The annual Regular Assessments or any Special Assessments then in effect, as provided for herein, shall commence as to a Lot or Lots on the first day following conveyance of the Lot or Lots from Declarant to an Owner or Owners. Assessments shall be prorated for Owners who purchase their Lot at any point subsequent to the date on which annual Assessments are assessed. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Non-Payment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twenty-one percent (21%) per annum, or at the highest rate allowed by law if such rate is less than 21%. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the aircraft runway, taxiways or Common Area, or abandonment of his Lot. Mortgagees are not required to collect assessments.

Section 6. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer, but shall not extinguish personal liability. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Failure to pay assessments does not constitute a default under an insured mortgage.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. Members of the Committees: The Architectural Committee for the Property, sometimes referred to as the "Committee" shall consist of up to three (3) members.

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Decisions required by the Architectural Committee may be made by concurrence of any two (2) members of the Committee. The following persons are hereby designated by Declarant as the initial members of the Committee for The Property:

Kenneth P. Casper

Sheila M. Casper

Robert "Skip" Ericson

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

Section 2. Right of Appointment and Removal: At any time Declarant is the Owner of at least (1) of the Lots, Declarant shall have the right to appoint and remove all members of the Committee. Thereafter, the Board of Directors of the Association shall have the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause.

Section 3. Review of Proposed Construction: The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board of the Association, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Board shall have the power to determine, by rule or its written designation consistent with this Declaration, which types of improvements shall be submitted to the Committee for review and approval. The Committee shall approve proposals, plans and specifications submitted for its approval only as it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby, will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

Section 4. Conditions on Approval: The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

Section 5. Committee Rules: The Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval.

Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures

as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

Section 6. Detailed Plans: The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, landscape plans, drainage plans, evaluation drawings and descriptions or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

The Committee must approve all fences proposed for construction, and will provide regulations and guidelines regarding fence requirements upon request.

Section 7. Committee Decisions: Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within fifteen (15) days after filing all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Committee shall have been mailed to the Applicant within fifteen (15) days after the date of the filing of said materials with the Committee. The said fifteen (15) day period shall only commence to run when an authorized representative of the Committee has executed an application form acknowledging acceptance of such application and acknowledging that such application is complete.

(a) The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but not need be, one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

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

Section 8. Compensation of Members: The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, and except as otherwise agreed by the Board.

Section 9. Inspection of Work: Inspection of work and correction of defects therein shall proceed as follows:

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

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvements. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

(c) If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of compliance from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

Section 10. Non-Liability of Committee Members: Neither the Committee nor any member thereof, nor its duly authorized Committee Representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The Committee shall review and approve, or disapprove, all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result in the immediate vicinity and to the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing any plan or design for structural safety or conformance with building or other codes.

Section 11. Variances: The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations so require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recordation in the Office of the County Recorder of Elmore County. If such variances are granted, no violation of the Restrictions contained in the Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof, covered by the variance granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE VII

ANNEXATION

The Declarant, his heirs and assigns, shall have the right to bring within the scheme of this Declaration additional properties within or near the area described in the final plat of record recorded in Elmore County, Idaho, for Red Baron Estates Phase 1 and Red Baron Estates Phase 2 without the consent of the Members.

Section 1. Form and Time of Annexation. The annexation authorized pursuant to this Article shall be made by filing of record a Declaration of Annexation, or similar instrument, with respect to the additional properties, which shall extend the scheme of this Declaration to such properties at the time of the filing. Such Declarations may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

Section 2. Description of the Project. (a) The maximum number of Lots to be brought within the Property pursuant to this section is undetermined.

ARTICLE VIII

EASEMENTS

Section 1. Easements to the Association. There is hereby reserved and granted to the Association, its Architectural Committee, their agents and employees, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration, the Articles, the Bylaws and the Rules of the Association.

Section 2. Access Easements. Access Easements shall mean and refer to an area identified on the recorded final plat which is owned by the Owners of the appurtenant Lots for ingress and egress and maintenance of such public utilities as are located within the Access Easement area for the benefit of the Owners of Lots, their respective families, guests, invitees and tenants and including refuse collection and emergency vehicle access. Construction, operation, maintenance and repair of the Access Easement shall be the responsibility of the Association.

Section 3. Drainage Easements. Drainage Easements shall mean and refer to an area identified on the recorded final plat, which is owned by the Owners of the appurtenant Lots and runs over, across, under and through the Lots for the purpose of carrying drainage and runoff waters. No structure, fence, wall or plating, which could impede the flow of runoff water, shall be permitted within the Drainage Easement area. Maintenance of the Drainage Easement area shall be the responsibility of the Owner of each Lot through which the Easement area runs.

Section 4. Public Utility Easements. Public Utility Easements shall mean and refer to an easement over, under, through and across an area identified on the final recorded plat for the

purposes of maintaining public utilities, including but not limited to, water, sewer, electric, telephone, cable television and natural gas.

Section 5. Taxiway Easements. Taxiway Easements shall mean and refer to an easement over, under, through and across an area identified on the recorded final plat for the purposes of aircraft ingress and egress from each Owners Lot to Lots 1, 22, 31 and 41 and for maintenance, repair and operation of said easement for the benefit of the Owners of the Lots appurtenant to said Taxiway Easements, their families, guests, invitees and tenants. No plants, fences, structures within five (5) feet of the Taxiway Easement can be over two (2) feet tall.

ARTICLE IX

MAINTENANCE

Section 1. By the Association. The Association shall maintain the Common Areas and certain easement areas including: Access Easements to common areas and the aircraft runway and taxiway easements.

Section 2. By the Owners of Lots. Each Owner shall be responsible for the maintenance and upkeep of the Owner's entire Lot, including any improvements located thereon, and shall keep any Drainage Easement areas which cross the Owner's Lot free of structures or debris which might impede the flow of water through the Drainage Easement area.

Section 3. Failure to Maintain. In the event any Owner of a Lot maintains his Lot or the improvements thereon in a manner which is unsafe or unsatisfactory to the Board of Directors of the Association, the Association, upon approval of two-thirds (2/3) of the Board of Directors, shall have the right, through its agents or employees, to repair, maintain or restore the Lot and any improvements erected thereon. The cost of such maintenance shall be added to and shall become a part of the assessment to which the Lot is subject. No interior maintenance shall be performed pursuant to this Article.

ARTICLE XI

MISCELLANEOUS

Section 1. Enforcement and Non-Waiver: Any Lot Owner, or the Association, whether or not directly affected, shall have the right to enforce, by any proceeding at law or in equity, any violation or threatened violation of a provision of this Declaration. The failure of any person to enforce any covenant or restriction herein contained shall not be deemed a waiver of the rights granted herein. Waiver of one breach does not constitute waiver of any other.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration, Applicability to Successors, and Term and Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of Declaration of Covenants, Conditions and Restrictions - 20

twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said Declaration in whole or in part. This Declaration may be amended, restated, replaced, terminated or superseded during the first twenty (20) year period by an instrument signed by the President and Secretary of the Association affirming that such amendment was approved by two-thirds (2/3) of the Owners of the Lots covered by this Declaration, or by an instrument signed by two-thirds (2/3) of the Lot Owners: provided, however, that if Declarant is still the Owner of any Lots the provisions of Article VI may not be amended without the written consent and vote of the Grantor.

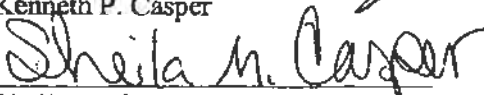
Section 4. Attorney Fees and Costs: In the event that a Lot Owner or the Association brings suit to enforce the provisions of this Declaration and prevails, he, or the Association if it brings suit, shall be entitled to recover reasonable attorney fees in addition to allowable costs.

Section 5. Notices to Owners: Any notice to an Owner shall be deemed effective upon deposit in the United States mail, postage prepaid, addressed to the Owner at the address for the Lot owned, or at such other address as the Owner may provide in writing to the Association. If there is more than one Owner for a Lot, notice to one of the Owners shall be deemed effective for all such Owners. It shall be the responsibility of each Owner of a Lot to disseminate any notice received to all other Owners.


Section 6. Condemnation. Proceeds of any condemnation of the Common Area, or any settlement in lieu thereof, shall be paid to the Board of Directors, as Trustee for the Owners and Mortgagees. Such funds shall be applied, if possible, to restoring the Common Area to as near original condition as possible. Any excess shall be distributed to the Owners and Mortgagees as their interests appear.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto set their hands seal this 29 day of September, 2005.


Kenneth P. Casper


Sheila M. Casper


Jody Bickle


Robert Ericson

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 29th day of September, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Kenneth P. Casper and Sheila M. Casper, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Joanne Martinez
Notary Public for Idaho,
Residing at: Glenns Ferry
My commission expires: 9/28/07

STATE OF IDAHO,)
) ss.
COUNTY OF Elmore)

On this 29th day of September, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert Ericson and Jody Bickle, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Joanne Martinez
Notary Public for Idaho,
Residing at Glenns Ferry
My commission expires: 9/28/07

EXHIBIT A

Lots 1 through 22 of Red Baron Estates Phase 1, and Lots 23 through 41 of Red Baron Estates Phase 2, according to the official plat thereof recorded on the 27th day of September, 2005, as Instrument No. 369775, official records of Elmore County, Idaho.