

**2000 Amended
Declaration of Covenants, Conditions, and Restrictions for
Wilderness Ranch No. 1, Wilderness Ranch No. 2, Wilderness Ranch No. 3,
Wilderness Ranch No. 4, and Wilderness Ranch No. 5**

Know all persons by these presents that the undersigned, Wilderness Ranch Owners Association, Inc., an Idaho Corporation (hereinafter "Association"), with its principal place of business in Boise County, State of Idaho, and Wilderness Ranch, Limited, an Idaho limited partnership (hereinafter "Developer"), with its principal place of business in Boise County, State of Idaho, do hereby certify, and declare as follows:

1) Ownership, and Authority:

The Association, representing owners of at least 2/3 of the lots included within all of the Wilderness Ranch subdivisions platted, under the authority of Paragraph 18 of the Declarations of Covenants, Conditions, and Restrictions enumerated below, does hereby amend, revise, and thereby supersede these enumerated Covenants, Conditions, and Restrictions and related documents so that said Declarations shall hereafter read in their entirety as follows.

<u>Document</u>	<u>Date Recorded</u>	<u>Instrument Number</u>	<u>Volume & Page Number</u>
Declaration of CC&Rs for WR Sub 1	22 Oct 1980	97369	Vol 21, Page 54
First Amended Declaration of CC&Rs for WR Sub 1	24 Aug 1981	101527	Vol 22, Page 1
Declaration of CC&Rs for WR Sub 2	6 Mar 1981	99498	Vol 21, Page 116
First Amended Declaration of CC&Rs for WR Sub 2	25 Aug 1981	101528	Vol 22, Page 2
Declaration of CC&Rs for WR Sub 3	25 Aug 1981	101529	Vol 22, Page 3
Declaration of CC&Rs for WR Sub 3 (recorded twice)	22 Sep 1981	102048	Vol 22, Page 17
First Amended Declaration of CC&Rs for WR Sub 3	26 Aug 1982	106107	Vol 22, Page 223
Declaration of CC&Rs for WR Sub 4	26 Aug 1982	106108	Vol 22, Page 224
Second Amended Declaration of CC&Rs for WR Sub 2	2 Sep 1982	106322	Vol 23, Page 11
Declaration of CC&Rs for WR Sub 5	11 Apr 1984	112793	Vol 24, Page 89
Architectural Control Committee Resolution	17 Jan 1990	135520	Not Applicable
Amendment to Declaration of CC&Rs for WR Sub 3 & Sub 4	8 Aug 1990	137206	Not Applicable
Resolution of WROA Board of Directors	31 Dec 1991	142350	Not Applicable

For the purposes of this Declaration, the word "property" shall include all the lots referenced in the five (5) plats enumerated below excepting only Lot 45 in Wilderness Ranch No. 1 and Lot 2 and Lot 6 within Wilderness Ranch No. 4.

<u>Plat</u>	<u>Date Recorded</u>	<u>Instrument Number</u>
Official Plat WR Sub 1	22 Sep 1980	97070
Official Plat WR Sub 2	2 Feb 1981	99330
Official Plat WR Sub 3	13 Aug 1981	101397
Official Plat WR Sub 4	3 Jun 1982	104893
Official Plat WR Sub 5	2 Feb 1984	112319

The Board of Directors of the Wilderness Ranch Owners Association (hereinafter "WROA Board of Directors") is authorized to include Lot 2 and Lot 6 of Wilderness Ranch No. 4 within the property of Wilderness Ranch No. 4 at such future time as mining restrictions are removed, and these lots are otherwise available for residential use. The future inclusion of Lots 2 and 6 within the property of Wilderness Ranch No. 4 shall be approved by a majority of the WROA Board of Directors and evidenced by a recorded instrument filed in the Records of Boise County. The effective date of the inclusion of Lot 2 and Lot 6 shall be on the recording of the foregoing described instrument. Lot 2 and Lot 6 of Wilderness Ranch No. 4 are subject to all covenants, conditions, and restrictions of this Declaration including, without limitation, the responsibility for payment of assessments as well as all benefits and responsibilities of Association membership including, without limitation, the entitlements, and restrictions applicable to water usage.

The Association and the owners hereby ratify and approve the Memorandum of Understanding entered into between the Association and Wilderness Ranch Limited, an Idaho limited partnership, pursuant to the Memorandum of Understanding dated March 4, 1996 and recorded as Instrument No. 162330, in the records of Boise County, Idaho, on October 9, 1996.

2) Declaration:

All of the property, including lots, parcels, and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the recorded plat or by any other description, shall be subject to this Declaration, and by the acceptance of any such conveyance, the owner or owners, and their heirs, executors, administrators, successors and assigns, hereby covenant and agree as follows:

a) Land Use:

The property covered by these protective covenants shall be used exclusively for residential purposes, except as may be permitted herein or as specifically authorized by the WROA Board of Directors referred to in Paragraph 6 below in writing. Platted lots shall be limited and restricted to one single family dwelling, and an attached, semidetached or detached private garage or carport, and other outbuildings incidental to subdivision use as contemplated by the subdivision and zoning ordinances of Boise County.

b) Building Locations:

No building shall be located on any lot nearer than ten (10) feet to any interior side lot line, nor closer than twenty (20) feet from any front or rear lot line, said distances measured at the closest point of said structure to said side lot line. For the purpose of this paragraph, eaves, steps, open porches, and bays shall be considered a part of the building or structure.

c) Building Size:

No dwelling shall be erected or placed on any building site, the main floor area of which (exclusive of one-story open porches, terraces, and garages) shall be less than 1,000 square feet.

d) Building Materials:

All buildings, including dwellings, barns, garages, and other outbuildings, erected upon any building site shall be structurally constructed of log, frame, concrete, pumice block, or other structurally proven material. Building siding shall be of solid wood, stone or brick veneer, or of other residential siding material that is compatible with the environment and nearby structures. All exterior surfaces (including the roof) of all buildings shall be finished, stained or painted, and maintained in earth-tone colors resembling tones or colors of natural materials native to the natural environment of the area.

e) Work Prosecution:

The construction of all buildings shall be prosecuted diligently and continuously from the time of commencement thereof, and the exterior shall be completed within eighteen (18) months after the date

of commencement of construction unless such completion is prevented by causes beyond the control of the owners, or unless specifically authorized by the WROA Board of Directors.

f) Animals:

No lot or building site or portion thereof shall be used for the keeping or pasturing of goats or swine, or keeping of chickens, ducks, pigeons or other poultry.

Dogs, cats or other household pets may be kept, providing that no animals are kept, bred or maintained for any commercial purposes, and further provided that no animals shall be allowed to consistently disturb other residents or otherwise constitute a nuisance. A maximum of two horses or two cows (or one of each) per platted lot may be kept upon a lot which is less than or equal to one acre in size. One additional horse or cow may be kept for each one-half acre in size above one acre; provided, however, that no animals shall be kept, bred or maintained for any commercial purposes.

g) Fences:

No fence, hedge or boundary wall situated anywhere upon a building site shall be of a height greater than five (5) feet above the graded surface of the ground upon which such fence, hedge, wall or utility pole is situated. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited upon all building sites. All fences must be of natural materials and of a "see through" type, as determined by the Architectural Control Committee in its sole discretion, which the Committee may also grant a variance from this requirement for particular lots, by instrument in writing, upon the application of any lot owner. Dog runs must be located on property within setbacks and be screened and concealed from roads and neighboring properties.

h) Excavation:

No excavation for stone, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary for the construction of a building thereon in accordance with plans approved by the Architectural Control Committee. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for, or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

i) Restrictions of Signs:

No signs or advertising devices of any nature shall be erected or maintained on any property except as necessary to identify the ownership or occupants of the property and its address; or to show the property is for sale or for rent; or as may be necessary or desirable to give direction, advice, and regulations, or caution or warn of danger, and such signs as may be otherwise required by law. Temporary signs for giving direction may be erected for no more than 48 hours. No sign shall exceed six square feet with the exception that Association signs may be larger.

j) Moving Of Buildings - Construction of Outbuildings:

No buildings or structures shall be moved onto said property except as approved by the Architectural Control Committee. No trailer houses or mobile homes shall be parked on any street or within building setback lines. No basement, trailer, junk cars, tent, shack, garage, barn or other outbuildings erected on a tract shall at any time be used as a residence, temporarily or permanently, except that a trailer, camper or motor home may be used for recreational purposes for a period not to exceed thirty (30) consecutive days (but not exceeding a total of sixty (60) days in any calendar year), or during construction of a residence by permission of the Architectural Control Committee. No building shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools, and other articles prior to the erection of a permanent dwelling.

k) Sewage Disposal:

All bathroom, sink, and toilet facilities shall be located inside buildings and shall be connected by underground pipe to a private septic tank or to a central sewage treatment system if one is constructed, which pipe shall be placed at a depth and made of a type of material approved by Boise County and State of Idaho health authorities.

Drainage from any septic tank shall be kept within the building limits of each building site. Approval of all sewage disposal systems installed shall be obtained from the cognizant health authority.

No waste material shall be permitted to enter into streams, rivers or lakes, and all sanitary facilities must conform with the requirements and recommendations of Boise County, the State of Idaho, or any other governing body having general jurisdiction over the premises. No drain system or other disposal system shall be allowed nearer than 100 feet to a stream, river or lake (or greater if required by applicable governmental regulation), and shall not in any way contribute to the pollution of said stream, river or lake.

l) Refuse and Dumping:

No lot or building site included within the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be deposited only in sanitary containers which meet the requirements of the sanitation ordinances and regulations of Boise County and the State of Idaho health authorities. All incinerators (if permitted by said ordinances and regulations) or other receptacles or storage for such trash, garbage, etc., shall at all times be maintained in a sanitary and clean condition. No machinery, appliances or unsightly material shall be stored upon a building site, excepting only such items as are necessary for construction of a permitted building and in that event only when an owner is ready and able to commence construction with respect to which such building material shall be used, and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

m) Nuisances:

No portion of the property or of a building site or any structure thereon shall be used for the conduct of any trade, business or professional activities, including warehousing. Noxious or undesirable uses of any portion of the property shall not be permitted or maintained. The term "business" or "professional activities" shall not include the following: sales activities by representatives or agents of the Developer conducting their business from their residences or from a sales office on the property; Developer's development, construction or mining activities; or activities such as manufacturer's representative, accounting, or such other personal business activities which are not incompatible with the residential atmosphere of the development, as may be approved by the WROA Board of Directors in writing. No hunting or target practice or discharge of firearms is allowed upon the property.

n) Maintenance of Property:

All property and improvements thereon shall be kept and maintained by the owner in a clean, safe, attractive and sightly condition and in good repair.

o) Drainage:

Natural drainage patterns shall not be altered in a manner which will result in the diversion of additional water onto other lots or onto WROA common areas or roads. Erosion control must be planned for and in place prior to and during all construction and excavation. Permanent erosion control must be incorporated in the design of any building, driveway, landscaping, and other associated building improvements.

p) Lighting:

Yard lights (e.g., mercury vapor lamps, etc.) which may disturb neighbors are prohibited; provided, however, that non-offensive landscaping lights shall be allowed subject to approval by the Architectural Control Committee.

3) Architectural Control:

No building, fence, or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and as to the square footage as referred to in Paragraph 2, Subparagraph (c) herein above.

4) Architectural Control Committee:

The Architectural Control Committee shall be composed of three (3) members appointed by the WROA Board of Directors. Said members shall serve a term of one (1) year. In the event a member of said Committee shall resign prior to the expiration of his term, the WROA Board of Directors shall appoint a new member to complete the remaining term.

5) Architectural Control Approval Procedure:

The Committee shall provide a written response to any application and if other than an approval, a brief explanation of the reasons therefore. If the Committee fails to respond in writing within thirty (30) days after complete plans and specifications have been submitted to it, such failure shall be deemed approval, but nothing shall relieve the Applicant from building precisely in accordance with the plans and specifications as submitted. The failure of the Committee to commence suit to enjoin approved plans and specifications shall not be deemed a waiver by the Committee of its right to seek an affirmative injunction or other judicial relief. The Committee shall provide the WROA Board of Directors with copies of its minutes and actions as the Board may request.

6) Owners Association:

The Wilderness Ranch Owners Association, Inc., has been formed as a mutual nonprofit corporation under the laws of the State of Idaho, in which each owner, by the acceptance of a deed to a lot, agrees to become and shall be a member, and in which membership shall be limited to the purchasers or owners of building sites within all Wilderness Ranch Subdivisions and subjected to covenants of record requiring membership in the Association and payment of assessments to the Association. The Association has been formed for the purpose of ownership and maintenance of the roads and other common service facilities and common areas within all subdivisions whose lot owners are members of the Association. The Developer has the right to use the roads on the property for future development. No construction shall be permitted in roadways except as allowed in writing by the WROA Board of Directors. The owner agrees to pay to the Association dues or assessments for such purposes, the amounts of which may be fixed by its bylaws or by lawful act of its board of directors.

7) Association Purposes:

The general purpose of the Association is to further and promote the community welfare of property owners in the subdivisions. The Association is to be responsible for the maintenance, repair, and upkeep of common areas and community facilities within all subdivisions whose lot owners are members of the Association, including any recreational facilities which may be constructed (such as swimming pools, spas, tennis courts, etc.), central water facilities, the appurtenant drainage, slope, and other utility easements reserved by the Association, and other amenities. The Association shall also be the means for the promulgation and

enforcement of all regulations necessary to the governing of the use and enjoyment of the streets and other properties to which the Association has title.

Any owner of a lot within the property shall have the right, at the owner's cost, to hook a three-quarter (3/4) inch water line onto the central water system, upon such terms, conditions, and for such consideration as WROA Board of Directors requires. Connection to the central water system is not required. Each lot owner will be required to pay Association assessments which support water system service and operation, whether or not central water service has been extended to the property, and whether or not central water service is being provided to the owner's lot by the Association. Among other things, the following policies shall be applicable with respect to water service provided by the central system, until such policies are modified by the WROA Board of Directors:

- a) Only members of the Wilderness Ranch Owners' Association, Inc., in good standing, are eligible for water service from the Association.
- b) The Association supplies water at cost and not for profit, and the Association will assess water users for water service and collect such assessments pursuant to these covenants and the Association's Articles of Incorporation and Bylaws. Each owner served with water by the Association shall promptly pay, when billed, said owner's water assessments, including any applicable fees or surcharges.
- c) Water usage is limited to 800 gallons per day. If any owner uses more than 800 gallons of water per day, (including water for irrigation use), either measured at any particular point in time or on an average usage over a certain period of time, said owner shall be liable to pay a surcharge in an amount to be set by the WROA Board of Directors for each time that water usage exceeds the amount allowed.
- d) Any assessment for water service, including any surcharge for excess use, shall constitute a lien upon the real property of the water user so assessed. Such lien may be enforced in the manner provided in Paragraph 10 of these covenants.
- e) In the event an owner repeatedly uses more water than allowed hereby or violates other rules or regulations of the Association concerning water use, the Association shall have the right to terminate water service to said owner's premises.
- f) Each water user shall, at the time of connecting to the water system, install a shutoff valve and flow meter in a location which is easily accessible by the Association.
- g) Each owner shall claim no damage on account of the stoppage of the flow of water resulting from accident, or when stoppage is necessary to make alterations, repairs or improvements.
- h) Each owner shall keep all plumbing fixtures on owner's premises in good repair and shall promptly stop all leaks from such plumbing fixtures.
- i) The Division of Environmental Quality of the Idaho Department of Health and Welfare (or any other public agency having jurisdiction) shall have the right to make reasonable inspections of the water system and water service facilities, including those located upon an owner's lot or within his residence.
- j) All water users shall comply with any requirements imposed by the Idaho Department of Health and Welfare or by local regulatory agencies concerning water use or water service facilities.
- k) The Association shall monitor and keep records of the amount of water used on each lot and of the pressure in the water system. Such records shall be made available for reasonable inspections by the Division of Environmental Quality of the Idaho Department of Health and Welfare.

If the Association proposes to form a water district which would include the property purchased by an owner, said owner shall consent to the inclusion of such property within such a water district and appoints the

Association as attorney-in-fact for the purpose of signing the signatures of all owners on any petition or other document necessary or appropriate to facilitate the formation of such a water district.

8) Association Membership:

Membership in the Association shall be required as a condition to owning any lot, parcel or tract of the property. Membership shall be appurtenant to the ownership of each lot and shall automatically pass with the transfer of title to such lot; provided, however, that such transfer shall not release the owner from any obligations or liabilities incurred or incidental to membership prior to such transfer. Membership shall not be assigned, transferred or encumbered in any manner, except by the transfer of title to such lot; provided, however, that membership rights and privileges may be assigned to the holder of a mortgage or deed of trust thereon as further and additional security for a loan secured by such property.

9) Voting Rights:

The corporation shall have one class of voting membership. Each owner 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 vote be cast with respect to any lot. Fractional votes shall not be allowed. The vote applicable to any said lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

10) Liens:

Members of the Association (except Developer) may be charged by the WROA Board of Directors from time to time with maintenance fees and membership dues. In the event that said maintenance fees or membership dues are not paid when due and become delinquent, said maintenance fees and/or membership dues, plus costs of collection (including attorney's fees) plus interest thereon and other charges, shall constitute and become a lien on the lot when the WROA Board of Directors causes to be recorded with the Boise County Recorder a notice of lien which will state the amount owing to the Association, a description of the lot, and the name of the record owner thereof. Such notice shall be signed by any director of the Association on behalf of the Association. Upon payment of said charges in connection with which such notice has been so recorded, or other satisfaction thereof, the WROA Board of Directors shall cause to be recorded a further notice stating the satisfaction and release of the lien.

Such lien shall be prior to all other liens recorded subsequent to the recording of said notice of lien, referred to herein.

The lien provided for herein may be enforced by sale by the WROA Board of Directors, its attorney, or other persons authorized to make the sale, after failure of the responsible party to pay such charges in accordance with these covenants. Such sale shall be conducted in accordance with the provisions of the laws of the State of Idaho applicable to the exercise of powers of sale in deeds of trust by notice and sale, or in any other manner permitted by law.

11) Wilderness Common Area:

Common Areas (other than the roads) shall be kept exclusively as a scenic or natural open area, although portions of the Common Areas, not extensive in proportion to the total area of the Common Area, may be developed for nonprofit recreation and leisure-time activities; and portions thereof may be developed as may be reasonably necessary for installation of below-surface utilities, as may be necessary or desirable to provide or improve access to or from or to enhance the use and enjoyment of the subdivision, or as may be necessary or desirable to protect, support or preserve any property. Until and unless conveyed to a governmental authority, including a park or recreation district, which is existing and willing to accept and maintain the same, Common Areas shall be maintained by the Association and shall be held by the Association for the

exclusive use of owners of property, their invitees and guests, although the WROA Board of Directors may at any time and from time to time restrict use of all or portions of any Common Area to certain uses and/or to certain persons or classes of persons, and may prescribe rules and regulations governing the use of Common Areas.

12) Maintenance of Property:

All property within the subdivision, including common areas, and all improvements on any such property, shall be kept and maintained by the owner thereof in a clean, safe, attractive, and sightly condition and in good repair. Common areas shall be maintained by the Association.

13) Access:

All streets, roads, and other access to the lots on the property will be owned by the Association and will be maintained by the membership. The use of such roads, streets, and other access shall be used only by members of said Association, and their guests, and other individuals authorized by the WROA Board of Directors of the Association. Any sums paid for easements along or across said roads shall be paid to the Association. All record owners of the lots must comply with all regulations, rules, and bylaws authorized by the WROA Board of Directors. The primary access to the property shall be from State Highway 21. The Daggett Creek Road access shall be used only as a secondary or emergency means of access. Snowmobiles, motorcycles, and go-carts shall have operational mufflers affixed, and such vehicles shall be used upon the property strictly for transportation purposes only; and "joyriding" or recreational use of such vehicles is absolutely prohibited.

14) Easements:

The Association reserves a 12-foot easement along all road rights-of-way and a 6-foot side easement along the side and rear lines of each and every lot for the purpose of installing, operating, and maintaining utility lines, and mains thereon, together with the right to trim or cut or remove any trees and/or brush, and the right to locate guy wires, braces and anchors wherever necessary (whether or not within the 6-foot easement specified above) for said installations, operation or maintenance, together with the right to install, operate, and maintain gas and water mains, and appurtenances thereto, sewer lines, culverts, and drainage ditches, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. In the event an owner of two (2) or more adjoining lots constructs a building which crosses over a common lot line, the WROA Board of Directors may, at its option, release the easement which would otherwise affect said common lot line.

The WROA Board of Directors further reserves the right to grant utility easements across any of the lots within the property in favor of the Association or in favor of any other company or entity providing utility service, for the installation of power lines, telephone lines, water lines, cable television lines, gas lines, sewage lines, or other utility service lines, equipment or facilities, and for the maintenance, repair, and replacement of such lines, equipment or facilities; provided, however, that whether or not stated in the instrument granting the same, any such easement shall be subject to the condition that, following the grant of such easement, sufficient area shall remain on each affected lot to allow for construction of a residence thereon and reasonable use thereof. Any such utility easement shall be valid and effective when granted by an instrument executed by the WROA Board of Directors, whether or not such instrument is executed by the then record owner(s) of any affected lot(s).

15) Fire Hazard:

Owners will not use the property, nor permit others to use said property, in any way that will increase the fire hazard on the property or surrounding property, or any parts thereof, nor shall owners maintain or permit to be maintained in or about the premises any article which may increase said fire hazard. Owners, at owners'

sole cost and expense, shall comply with any and all requirements pertaining to said property of any insurance organization or company, United States Forest Service, Boise County, or the State of Idaho necessary for fire protection for use of said lands.

16) Term:

These protective restrictions and covenants shall run with the land described herein and shall be binding upon the owners and all successors in title or interest to said property or any part thereof, until January 1, 2010, at which time said protective restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless the owner or owners of the legal title to not less than two-thirds (2/3) of the platted lots, by an instrument or instruments in writing, duly signed, and acknowledged by them, shall then terminate or amend said protective restrictions and covenants, and such termination or amendment shall become effective only upon the filing of such instrument or instruments for record in the office of the Boise County Recorder. Such instrument or instruments shall contain references by instrument numbers and recorded dates to the record of the plat or plats within the property, and the record of this instrument, and all amendments thereof.

17) Amendment:

These covenants, conditions, and restrictions may be amended by an instrument in writing, signed by the owners of two-thirds (2/3) of lots included within all of the Wilderness Ranch subdivisions platted. Any amendments must be recorded, and the same shall become effective upon the filing of such instrument of record in the office of the Boise County Recorder. Notwithstanding anything to the contrary contained herein, no provision concerning the central water system contained herein or in the Articles of Incorporation of the Association shall be amended without the prior written approval of the Director, Administrator, or other authorized agent of the Division of Environmental Quality of the Idaho Department of Health and Welfare.

18) Violations:

If the owner of any lot, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any person or persons owning any other lots on said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other relief for such violation. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs. The Association may cure any violation and assess the owner in violation for the costs of so doing, which assessment shall be a lien upon said owner's lot, enforceable as provided in Paragraph 10 above.

19) Severability:

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

IN WITNESS WHEREOF, this declaration of Covenants, Conditions, and Restrictions has been duly executed the 3rd day of February, 2000.

I, Kathleen Rush, the undersigned Secretary of the Wilderness Ranch Owners Association, Inc., do hereby certify that at the specially scheduled and duly noticed meeting in accordance with the Bylaws of the Association, the owners of more than 2/3 of the lots included within each of the respective subdivisions referenced in Section 1 and all of the subdivisions in the aggregate, approved the amendment set forth hereinabove by an instrument signed in writing by said owners.

Wilderness Ranch Owners Association, Inc., an Idaho corporation

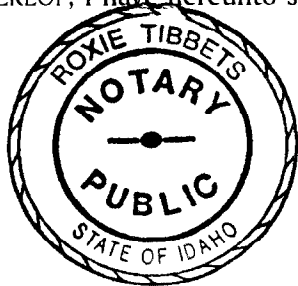
By Lesley A. Bahner
Lesley A. Bahner, Its President

By Kathleen Rush
Kathleen Rush, Its Secretary

State of Idaho)
) ss
County of Boise)

On this 3rd day of February, 2000, before me, a Notary Public in and for said State of Idaho, personally appeared **Lesley A. Bahner**, known to me to be the President of Wilderness Ranch Owners Association, Inc., the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

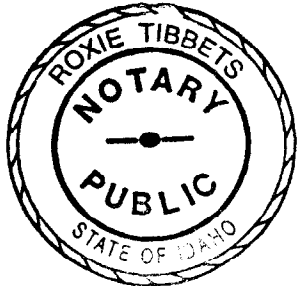


Roxie Tibbets
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 2-6-2002

State of Idaho)
) ss
County of Boise)

On this 3rd day of February, 2000, before me, a Notary Public in and for said State of Idaho, personally appeared **Kathleen Rush**, known to me to be the Secretary of Wilderness Ranch Owners Association, Inc., the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Roxie Tibbets
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 2-6-2002

176002

INST# 176002
REQUEST Lesley Bahner
00 FEB -4 PM 1:04
BOISE COUNTY RECORDER
BY Cwallier
TYPE 3 FEE 30.00