

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ST. LEON INDUSTRIAL PARK**

THIS DECLARATION is made as of the 26th day of September, 1996, by **RAY PETERSON and SHANNON PETERSON**, husband and wife, **GALEN NELSON and QUENALEE NELSON**, husband and wife, and **ALLEN BALL and CONNIE BALL**, not individually but as Trustees under **The Allen Ball and Connie Ball Living Trust created under Trust Agreement dated January 6, 1990**, collectively as the Declarant.

RECITALS:

A. The Declarant is the owner of certain real property located in Bonneville County, Idaho, which is generally described as St. Leon Industrial Park, Division No. 1.

B. The Declarant is adopting these covenants, conditions and restrictions to preserve and maintain the character and value of the Property for the benefit of all existing future owners of the Property, in conjunction with the industrial development of the Property.

C. There has been filed with the Recorder of Bonneville County, Idaho, a subdivision plat (the "Plat") for St. Leon Industrial Park, Division No. 1.

D. A portion of the Property consists of lots used or to be used as sites for the construction of commercial buildings.

E. The Property is hereby made subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens contained or provided for in this Declaration, all of which shall be enforceable equitable servitudes and shall run with the land.

F. The Property shall generally be known as "St. Leon Industrial Park, Division No. 1", and by such other or additional names as may be designated by the Declarant from time to time.

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, transferred, used and occupied subject to the provisions of this Declaration, including the covenants, restrictions, reservations, assessments, regulations, charges and liens contained or provided for herein, which are for the purpose of protecting the value and desirability of the Property as an industrial project, and which shall be construed as covenants of equitable servitude and shall run with the land and be binding

on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean St. Leon Industrial Park Owner's Association, Inc., an Idaho non-profit corporation, and its successors and assigns.

Section 2. "Property" shall mean the real property located in Bonneville County, Idaho, particularly described as follows:

All property located within the boundaries of St. Leon Industrial Park, Division No. 1 as shown on the recorded Plat for such subdivision recorded in the records of Bonneville County, Idaho, together with such additions and improvements thereto as may now be located on said real property or as may hereafter be conveyed or brought within the ownership or jurisdiction of the Association.

Section 3. "Lot" shall refer to each of the lots shown on the Plat as Lots 1 through 3, Block 1 and Lots 1 through 3, Block 2.

Section 4. "Owner" or "Ownership" shall mean the record owner, whether one or more persons and/or entities, of a fee simple title to each Lot, including contract buyers of record, but excluding mortgagees, contract sellers or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to a Lot which is part of the Property pursuant to forfeiture, foreclosure or a proceeding in lieu thereof. An "Owner" shall mean all of the owners of a particular Lot collectively and shall be jointly regarded as a single Owner for purposes of this Declaration. Any owner of an equity interest of record in a Lot, and any partner, officer or shareholder of an entity which is an Owner of record, may be treated by the Association as the representative of all the Ownership of such Lot for purposes of giving notices, voting and other matters.

Section 5. "Members" shall mean the Owners, as described in Article II hereof.

Section 6. "Declarant" shall mean Ray Peterson and Shannon Peterson, husband and wife, Galen Nelson and Quenalee Nelson, husband and wife, and Allen Ball and Connie Ball, not individually but as Trustees of The Allen Ball and Connie Ball Living Trust created under Trust Agreement dated January 6, 1990, and their successors and assigns as the developers of the Property.

Section 7. "Management Committee" shall mean the Board of Directors of the Association, as described in the articles of incorporation and by-laws of the Association and in this Declaration.

ARTICLE II THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. It is anticipated that there shall be additional phases of St. Leon Industrial Park which shall be created through the recording of additional subdivision plats in Bonneville County, Idaho. The owners of lots in any such subsequent phases of St. Leon Industrial Park shall also be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, and Ownership of a Lot shall be the sole qualification for Membership. Each Ownership shall constitute one Member.

Section 2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: there shall be one (1) vote allowed for each Lot. If an Owner includes more than one (1) person and/or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall determine, but the decision of the Management Committee as to the authority conferred upon one or more Owners or other representatives by the Ownership in casting the one (1) vote of the Ownership shall be conclusive and binding.

Section 3. Management Committee.

(a) The administration of the Property on behalf of the Association shall be conducted by a board of directors, which is referred to herein as the Management Committee, consisting of three (3) natural persons, who are not required to be Owners and shall not be required to be residents of the State of Idaho.

(b) At each annual meeting of the Association, the Association shall elect members to fill any vacancies on the Management Committee.

(c) Each Member of the Management Committee shall serve for a term of one (1) year. The members of the Management Committee shall serve until their respective successors are elected, or until their earlier death, resignation or removal. Any member of the Management Committee may resign at any time by giving written notice to the Association. Any member of the Management Committee may be removed from membership on the Management Committee by a two-thirds (2/3) majority vote of a quorum of the Association. Whenever there shall occur a vacancy on the Management Committee due to death, resignation, removal or any other cause, the remaining members of the Management Committee shall appoint a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any. If no such successor is appointed due to a deadlock between the remaining Management Committee members, a special meeting of members may be called by any Management Committee member to elect a successor.

(d) The members of the Management Committee shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of a quorum of the Association; provided, however, that any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment.

(e) The Management Committee, for the benefit of the Property and the Association, shall manage the business, property and affairs of the Association and shall enforce the provisions of this Declaration, and may adopt rules and regulations (including without limitation schedules of fines for violations) governing the Property. The Management Committee shall have the powers, duties and responsibilities with respect to the Property as contained in Article III hereof and the other provisions of this Declaration and its articles of incorporation and by-laws, as well as any other applicable law.

(f) Regular or special meetings of the Management Committee shall be held at such places within or without the State of Idaho as all members of the Management Committee shall determine. Otherwise, meetings shall be held at the Property. A simply majority of the members of the Management Committee shall

constitute a quorum, and if a quorum is present, unless otherwise required by law or this Declaration, the decision of a majority of the entire Management Committee shall be binding on the Management Committee. The Management Committee shall appoint all of the officers of the Association. A meeting for the appointment of officers shall be held at the first meeting of the Management Committee immediately following the annual meeting of the Association.

(g) Regular meetings of the Management Committee may be held without call or notice; provided, however, that if the meeting is to be held at a place other than as decided at the annual meeting each year, at least ten (10) days prior notice shall be given to all Management Committee members. The person or persons calling a special meeting of the Management Committee shall, at least ten (10) days before the meeting, give notice of the time and place thereof by any usual means of communication. Such notice should specify the general purposes for which the meeting is called.

(h) Special meetings of the Management Committee may be called by the president of the Association or by any two (2) Management Committee members.

(i) Any member of the Management Committee may, at any time, waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of notice to the member. Attendance by a member of the Management Committee at a meeting shall constitute a waiver of notice of such meeting except when a Management Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Management Committee are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

Section 4. Meetings of the Association.

(a) The presence in person or by proxy at any meeting of the Association of at least twenty percent (20%) of the Owners shall constitute a quorum. In the event that such quorum is not present in person or by proxy, the meeting shall be adjourned for up to two (2) weeks as designated by the chairman presiding at the meeting, at which time it shall reconvene and any number of Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the

Declaration, any action may be taken at any meeting of the Owners upon a vote of a majority interest of the Owners who are present in person or by proxy.

(b) At all meetings of the Association, Owners may vote in person or by proxy executed in writing by the Owner or their duly authorized attorney in fact. Proxies shall be filed with the secretary of the Management Committee before or at the time of the meeting.

(c) There shall be an annual meeting of the Association each year as set by the Management Committee, either at the Property or at such other place as may be designated by the Management Committee. The Management Committee shall give written notice of the time and place of the annual meeting, said notice to be delivered to the members not less than ten (10) days prior to the date fixed for said meeting.

(d) Special meetings of the Association may be held at any time at the Property or at some other place to consider matters which, by the terms of this Declaration, law, or the by-laws, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Management Committee, or by members representing at least twenty percent (20%) in interest of all Owners and delivered to all members not less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

Section 5. Officers.

(a) The Management Committee shall perform its functions and responsibilities through those members of the Management Committee who are elected as officers annually by the Management Committee, and through such agents or employees as the Management Committee may appoint. The primary officers shall consist of a president, a secretary, and a treasurer. The offices of secretary and treasurer may be combined as one office. The Management Committee may appoint such assistant officers as the Management Committee may deem to be necessary or desirable. No officer shall receive compensation for serving as such unless a majority in interest of a quorum of the members vote otherwise.

(b) Any officer shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Management Committee then serving.

Section 6. Other Matters. The Association may adopt by-laws containing more detailed provisions governing the internal affairs of the Association, to the extent the Management Committee deems such by-laws to be consistent with this Declaration.

ARTICLE III STATUS OF OWNERS; MANAGEMENT COMMITTEE

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, the Management Committee or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the Articles of Incorporation, the By-Laws, or by applicable law.

Section 2. Management of Association. The business, property and affairs of the Association shall be managed by a Management Committee as provided in this Declaration and its articles and by-laws.

Section 3. Powers and Duties of Management Committee. The Management Committee, acting on behalf of the Association, shall have all the powers, duties and responsibilities which are now or may hereafter be provided by this Declaration, including but not limited to the following:

(a) To make and enforce all administrative rules and regulations covering the operation and maintenance of the Property.

(b) To determine and pay Common Expenses and other expenses of the Association.

(c) To assess and collect the proportionate shares of Common Expenses and other applicable expenses from the Owners.

(d) To open bank accounts on behalf of the Association and to designate the signatures thereof.

(e) To keep adequate books and records, which will be available to the Owners for inspection on a reasonable basis.

(f) To do all other acts necessary for the administration, operation and maintenance of the Property, including the maintenance and repair of any improvements on the Property if the same is necessary or desirable to protect or preserve the Property.

Section 4. Limited Liability of Management Committee, etc. Members of the Management Committee and their officers, assistant officers, agents and employees: (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; (iv) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

Section 5. Indemnification. The Association hereby indemnifies and holds harmless any person, their heirs and personal representatives from and against all personal liability and all expenses, including attorney's fees, incurred or imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Owners or any other persons or entities to which he shall be or shall be threatened to be made a party by reason of the fact that he or she was a member of the Management Committee or an officer or assistant officer, member, attorney or manager of the Association, other than to the extent, if any, such liability or expense shall be attributable to his willful misconduct or bad faith; provided, further that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Owners or of the Management Committee or

otherwise. The indemnification by the Owners as contained herein shall be paid by the Management Committee on behalf of the Owners and shall constitute a common expense and shall be assessed and collectable as such.

Section 6. No Amendment Without Consent. The provisions of Section 4 and Section 5 above may not be amended with any retroactive effect so as to limit the rights of any person otherwise entitled to the benefits thereof.

ARTICLE IV ASSESSMENTS

The making and collection of assessments of any nature from Owners for their share of common expenses (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Management Committee in accordance with the following provisions:

Section 1. Shares of Common Expenses. Each Owner of a Lot shall be responsible for an equal proportionate share of all General Common Expenses. Such "General Common Expenses" include the following services obtained by the Association: installation, upkeep and management of the common well and water system.

Section 2. Payment of Assessments; Lien Created. Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum. The Management Committee may also impose a late charge of up to five percent (5%) of any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual and special assessments, together with interest, reasonable attorney fees and all costs and expenses incurred by the Management Committee incident to the collection of such assessments, shall be a charge upon the Lot involved and shall be a continuing lien upon the Lot (including all improvements thereon) for which the assessment was made, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such that at the time the assessment became due or at any time thereafter.

It is expressly understood and agreed that fines for any violations of this Declaration or the rules and regulations of the Management Committee may be assessed against a Lot and against an Owner, for violations by that Owner or by tenants or invitees.

Section 3. Rights to Collect from Tenant. If an Owner shall, at any time, lease their Lot and shall be in default for a period of one month or more in the payment of assessments or other charges, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall discharge such tenant or subtenant from the obligation for rent to the Owner and the Owner from his obligation to the Association, to the extent of the amount so paid. The Management Committee shall be fully entitled to demand and receive a copy of the applicable lease agreement.

ARTICLE V PURPOSE OF THE PROPERTY, AND CERTAIN RESTRICTIONS ON USE

Section 1. General Purpose. The general purpose of this Declaration is to provide for the maintenance, administration and control of the Property as a first class industrial subdivision.

Section 2. No Further Subdividing. No Lot may be further subdivided, provided, however, that nothing herein shall prevent the transfer or sale of any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

Section 3. Certain Additional Restrictions. The following additional restrictions are applicable to Lots. Each reference to "Owners" includes their tenants and invitees.

(a) Keeping Outside Areas Clean and Sightly. All Owners shall keep their Lots in a reasonably clean, safe, sightly and tidy condition, except for reasonable activities permitted by the Management Committee during the construction of an authorized improvement. Refuse, garbage and trash shall be kept at all times in a covered container, and such covered container shall be screened from view at all times.

(b) Animals. No animals of any kind shall be raised, bred or kept.

(c) Limitations on Certain Activities. Owners shall not permit any obnoxious or offensive activity or nuisance to be carried on in or around their Lot.

(d) Repair of Buildings. No improvement upon any property within St. Leon Industrial Park, Division No. 1, shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

(e) Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot, to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated.

(f) Landscaping and Weed Control. The Owner of each undeveloped Lot shall control all weeds and noxious plants so that no undeveloped Lot shall have growing thereon weeds or noxious plants more than ten inches (10") in height, measured from the surface of the ground. All areas of each developed Lot which are not screened from public view, covered by buildings, gravel, developed roadways, developed parking areas or pavement shall be fully landscaped with properly maintained grass or other ornamental plants.

(g) Architectural Control. Except as otherwise expressly provided herein, no building, fence, wall, driveway, excavation or improvement of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made by any Owner other than Declarant, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Management Committee.

(h) Storage Areas. All portions of any Lot which are used for the storage of trailers, machinery, trucks, pick-ups, automobiles, stock and trade, or other items of personal property shall be screened from public view by a fence or some other type of screen approved by the Management Committee.

Section 4. Requirement of Development Approval. No structure or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain

on or under the surface of any Lot, and no construction activities shall be commenced, until any such activity has been approved by the Management Committee. Duplicate sets of plans and specifications for any proposed Lot improvement or alteration shall be submitted to the Management Committee. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants. The Management Committee shall review the complete plans and specifications as soon as practicable, and determine if the proposed use or development conforms to the requirements of these covenants and the rules and guidelines adopted by the Management Committee. The Management Committee may approve plans and specifications subject to any conditions or modifications which the Management Committee determines to be necessary in order to ensure conformity with the requirements of these covenants and such rules. The Management Committee shall retain one set of plans and specifications. The Management Committee shall set forth in writing, its reasons for rejecting any proposed structure or other improvement, promptly after written request by the applicable Owner for a statement of such reasons.

Section 5. Variances. The Management Committee may authorize variances from compliance with any of the architectural provisions of this Declaration and of 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 consideration may require. Such variances must be evidenced in writing, must be signed by at least a majority of the members of the Management Committee, and shall become effective upon recordation in the Office of the County Recorder of Bonneville County, Idaho. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this 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.

Section 6. Other Development and Use Restrictions. All development on and use of Lots shall conform to the following requirements:

(a) Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Bonneville County, Idaho, shall be required, in addition to the requirements of these covenants. In cases of any conflict, the more stringent requirements shall govern.

(b) Setbacks. All structures and improvements (other than driveways, utility installations and similar improvements) shall be set back at least thirty (30) feet from any Lot line.

(c) Utilities. Connections from Lots to the underground utility lines shall be completed at the applicable Lot Owners' expense, and shall be underground.

(d) Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any Lot, except during construction as authorized by the Management Committee.

(e) Maintenance. Each Lot and all structures thereon shall be maintained in a clean, safe and sightly condition. Refuse garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas and storage piles shall be appropriately screened from view.

ARTICLE VI MAINTENANCE

The maintenance, alteration, replacement and repair of the jointly used water system shall be the responsibility of the Management Committee. The maintenance, repair and replacement of all improvements on each Lot and the Water Lines and Sewer System on each lot shall be the responsibility of the Owner of such Lot and not the Management Committee.

ARTICLE VII INSURANCE

Each Owner is solely responsible for obtaining their own insurance covering any and all improvements on their Lot.

**ARTICLE VIII
DESTRUCTION, DAMAGE OR OBSOLESCENCE**

Each Owner of a Lot is solely responsible for any damage, destruction, obsolescence, condemnation or abandonment of any improvements thereon, and for repair and reconstruction of such Lot and all improvements thereon.

**ARTICLE IX
LEASING OF LOTS**

All leases of Lots shall be subject in all respects to the provisions of this Declaration and failure of the lessee to comply with the terms of this Declaration shall be a default under the lease and shall be enforceable against the lessee directly by the Association, but without limitation of any other rights of the Association.

**ARTICLE X
NOTICES**

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered forty-eight (48) hours after a copy of the same has been deposited in the U.S. mail, postage prepaid.

**ARTICLE XI
NO WAIVER**

The failure of the Management Committee or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such

breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Management Committee.

ARTICLE XII ENFORCEMENT

Each Owner shall strictly comply with the provisions of the Declaration, and the rules and regulations and decisions issued by the Management Committee. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, or any other remedy allowed by law, maintainable by the Management Committee or its designee on behalf of the Association or by Declarant or, in an appropriate case, by an aggrieved Owner. Any violation of the provisions of the Declaration or any related rules or regulations is declared to be and shall constitute a nuisance and may be abated by Declarant or the Management Committee. The Association shall be entitled to payment of all attorney fees incurred by the Association (or the Management Committee), payable by an Owner or lessee in violation of this Declaration or any such rules or regulations.

In addition, upon any failure of an Owner to pay when due any assessment for common expenses or any other assessment, the Management Committee may seek any remedy provided in this Declaration or otherwise available at law or equity. Unless specifically agreed in writing, liability for payment of assessments shall be joint and several against any and all persons and/or entities holding or claiming any ownership or leasehold interest in the applicable Lot.

ARTICLE XIII AMENDMENTS

The provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of owners who own at least two-thirds (2/3) of the Lots and such an amendment shall be effective upon its recordation with the Bonneville County, Idaho, Recorder.

**ARTICLE XIV
GENERAL PROVISIONS**

Section 1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

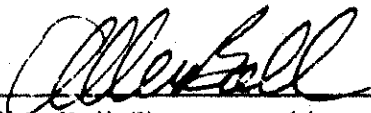
Section 2. Captions, Gender and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. The singular wherever used herein shall be construed to mean the plural whenever applicable or vice versa and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

Section 3. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho.

**ARTICLE XV
EFFECTIVE DATE**

This Declaration shall take effect when recorded with the Recorder of Bonneville County, Idaho.

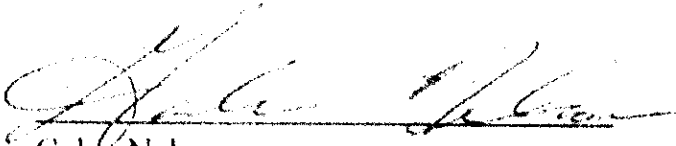
IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.



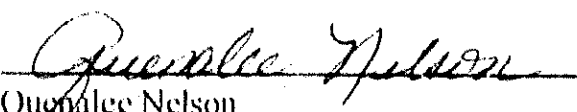
Allen Ball, Trustee, or his successor in
trust under The Allen Ball and Connie
Ball Living Trust created under Trust
Agreement dated January 6, 1990



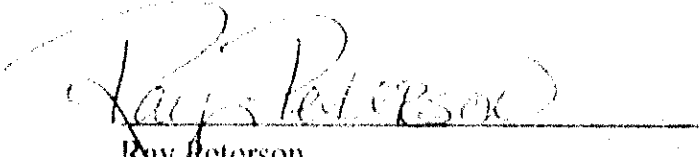
Connie, Trustee, or her successor in trust under The Allen Ball and Connie Ball Living Trust created under Trust Agreement dated January 6, 1990



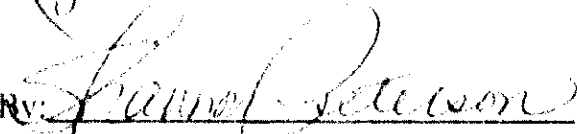
Galen Nelson



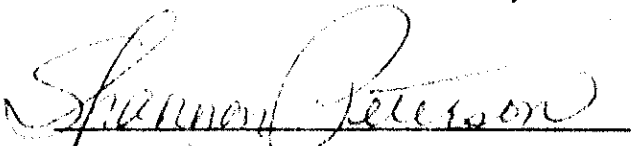
Quynlee Nelson



Roy Peterson

By: 

Shannon Peterson his attorney-in-fact

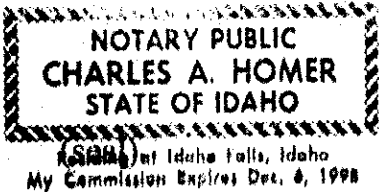


Shannon Peterson

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 20th day of September, 1996, before me, the undersigned, a notary public in and for said State, personally appeared **Allen Ball**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of THE ALLEN BALL and CONNIE BALL LIVING TRUST CREATED UNDER TRUST AGREEMENT DATED JANUARY 6, 1990 and acknowledged to me that he executed the same as such Trustee.

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

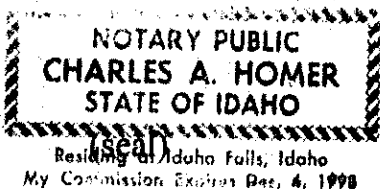


Charles A. Homer
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/6/98

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 26th day of September, 1996, before me, the undersigned, a notary public in and for said State, personally appeared **Connie Ball**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of THE ALLEN BALL and CONNIE BALL LIVING TRUST CREATED UNDER TRUST AGREEMENT DATED JANUARY 6, 1990 and acknowledged to me that she executed the same as such Trustee.

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

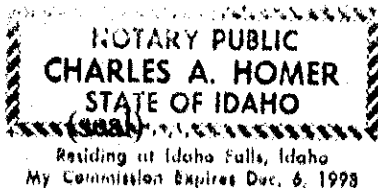


Charles A. Homer
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/6/98

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 26th day of September, 1996, before me, the undersigned, a notary public in and for said State, personally appeared **Galen Nelson**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.

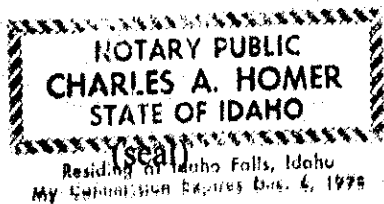


Charles A. Homer
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/6/98

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 26th day of September, 1996, before me, the undersigned, a notary public in and for said State, personally appeared **Quenalee Nelson**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.



Charles A. Homer
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/6/98

