

Instrument # 209010

BEAR LAKE COUNTY

12-30-2010 02:35:37 No. of Pages: 20

Recorded for : BEAR LAKE WEST HOA

KERRY HADDOCK

Ex-Officio Recorder Deputy *Kerry Haddock* Fee: 86.00

Index to: MISCELLANEOUS

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
BEAR LAKE WEST HOMEOWNERS' ASSOCIATION**

Our Association is made up of a number of subdivisions that were governed in the past by similar, but different declarations of restrictions and covenants. This created unnecessary confusion, conflict, and cost. Our Association intends instead to have a single, uniform, and fair declaration that applies equally to every property in Bear Lake West Homeowners' Association.

This AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, (hereinafter referred to as "Declaration") is hereby adopted and declared by BEAR LAKE WEST HOMEOWNERS' ASSOCIATION, INC., an Idaho Nonprofit Corporation (acting as declarant, but herein referred to as "Association") to AMEND, REPLACE in TOTAL and RESTATE all prior declarations.

This Declaration shall be effective as of the date it is recorded in the official records of Bear Lake County. The intent of this Declaration is to amend, replace in total, and restate all prior declarations regarding property now in the Association, namely all property in Subdivisions Nos. 1-14 of Bear Lake West, and Golden Bear Condominiums. In particular, this Declaration shall amend, restate in total, and replace each of the following instruments recorded in the records of Bear Lake County:

- 1) Regarding Subdivisions 1-7, the May 31, 1974 Declaration of Restrictions of BEAR LAKE WEST, INC. Instrument #103108 including amended Appendix A, recorded October 2, 2006, as Instrument #196095, and any former declarations or partial or purported declarations, including the September 18, 1970 Declaration of Restrictions of Bear Lake West, Inc. Instrument # 95374, the documents entitled Declaration of Restrictions and recorded April 22, 1971 as Instrument #96066, July 1, 1971 as Instrument #96439, September 22, 1971 as Instrument #96879, June 2, 1972 as Instrument #98448, and July 12, 1972 as Instrument #98952, and the documents entitled Declaration of Restrictions of Bear Lake West, Inc. recorded July 1, 1971 as Instrument #96440 and Instrument #96441;
- 2) Regarding Subdivision 8, the May 31, 1974 Declaration of Restrictions of Bear Lake West, Inc. Instrument #107279 recorded February 11, 1976, including amended Appendix A, recorded October 2, 2006, as Instrument #196095;
- 3) Regarding Subdivision 9, the November 28, 1978 Declaration of Restrictions of BEAR LAKE WEST, INC. Instrument #116882 including amended Appendix A, recorded October 2, 2006, as Instrument #196095;

- 4) Regarding Subdivision 10 (also known as Bear Lake West Country Club Estates Unit 1 and Unit 2), the October 25, 1983 Declaration of Restrictions of Bear Lake West, Inc. Instrument #132856 including amended Appendix A, recorded October 2, 2006, as Instrument #196095;
- 5) Regarding Subdivisions 11-14 (also known as Lakeside Subdivision, or Lake Hill Estates, or Lakeside Estates), the July 21, 1977 Declaration of Restrictions of BEAR LAKE WEST, INC. Instrument #112766 including amended Appendix A, recorded October 2, 2006, as Instrument #196095, and the June 7, 1974 Declaration of Protective Covenants, and Restrictions of Lakeside Estates Instrument #103128, as purportedly amended in June, 1974 by a now illegible document entitled Amended Declaration of Protective Covenants [illegible] of Lakeside [illegible], and Addendum #1 Instrument 109195 recorded August 2, 1976, Declaration of Protective Covenants and Restrictions Instrument #103287 dated June 7, 1974, and Declaration of Protective Covenants and Restrictions of Lake Hill Estates Instrument #109195 dated June 5, 1976; and
- 6) Regarding Golden Bear Condominiums (“Condominiums”), any declaration intended to be or referenced in the Plats, see, e.g. Instruments #137018, #186664 (Sheets 1 & 2).

Collectively, these documents shall be referred to herein as “Replaced Declarations.”

This Declaration has been signed by the number of owners or members as required by the respective governing document or declaration of each subdivision or group of subdivisions indicated here, namely: Article 2(a) for Subdivisions 1-9, Article 27 for Country Club Estates 1-2 Subdivisions, aka Subdivision 10, Article 3(a) for Lakeside Estates, aka Subdivisions 11-14, and Golden Bear Condominiums. If there are insufficient signatures for any group of properties, at the discretion of the Association, this Declaration shall be inapplicable, and not be recorded as to that group of owners.

Signatures Received:

Subdivisions 1-7: 191 out of 352 (54.26%)

Subdivisions 8: 27 out of 50 (54.00%)

Subdivisions 9: 32 out of 52 (61.54%)

Subdivision 10: 19 out of 26 (73.80%)

Subdivisions 11-14: 73 out of 132 (55.30%)

Condominiums: 4 out of 4 (100%)

[Remainder of this page intentionally left blank]

ARTICLE 1 - DEFINITIONS

1.1 Definitions – When used in the Declaration the following terms shall have the meaning indicated.

1) Membership, ownership, and related terms:

- a. **Lot Owner or Owner** means any who holds legal or equitable title to a Lot in the Subdivision.
- b. **Amenities Membership.** Each Lot has one non-transferable Amenities Membership attached to that Lot. That Amenities Membership must be assigned and identified to an individual adult Owner or Resident, hereinafter also referred to as the **Member**.
- c. **Household** refers to two cohabitating adults and their unmarried children under the age of 23. Notwithstanding the foregoing, nothing in this Declaration shall be interpreted so as to exclude any form of “household” recognized under applicable state or federal law. Amenities may be used by the Member’s Household in the same capacity as by Member.
- d. **Joint Ownership.** In case of multiple ownership (i.e. more than one Owner recorded on a property deed in whatever legal form) and trusts, the restrictions and obligations included these Declarations applies to each Owner jointly and severally, to the full extent permitted by law. Notwithstanding the foregoing, the single Amenities Membership attached to the Lot must be assigned and identified to a single individual Owner who has the right to reside on the Lot for at least part of each year. Only a single vote may be cast per Lot. Trusts, fractional owners, tenancies in common, or any other forms of collective ownership will be treated as multiple ownerships. When approved in the discretion of the Board, Additional Owners (as recorded on the property deed) with the right to reside on the Lot for at least part of each year may purchase additional Amenities Memberships at the current yearly Amenities fee to be used only when the Owner is residing on the Lot.

E.g. A. The Jones, Smiths, Greens and Browns jointly own a cabin, and each of them resides, or has the right to reside, part of each year in the cabin. The Membership is put in the name of Mrs. Jones. The Jones may use Amenities while residing in the cabin. The Smiths, Greens and Browns can each purchase their own Amenities membership if they desire and the Board approves, and be treated as a Member while residing in the cabin. If they choose not to do so, or let the membership lapse or expire, they will be treated as any other non-Owner for purposes of using Amenities. In either event, each is still liable for Assessments and to Rules and this Declaration and each still shares a single vote.

E.g. B. The Jones own a cabin and lease it to the Smiths all year, who reside there. The Jones assign the Membership to Mr. Smith. The Smiths may use the Amenities all year. The Jones may not purchase an additional Amenities membership. However, the Jones will be liable for Assessments, Amenity fees of the Smiths, and for the Smiths abiding by Rules and this Declaration. The Jones may retain their vote.
- e. **Condominiums.** Notwithstanding the foregoing, the Condominiums, currently known as Golden Bear Condominiums No. 1, shall be considered as four separate Lots for the purposes of the Declaration, including Membership, fines, fees, and Assessments. The

only exception is that the owners of the four lots are jointly and severally liable for the Condominium's compliance with these Declarations, for example, the maintenance of exterior grounds, Condominium common area, building maintenance, etc.

- 2) **Appendix "A"** refers to the Architectural Construction or Change Application and Agreement required to be completed by an Owner prior to construction, reconstruction, alterations, or additions thereto on any Lot within the Subdivision. The EEC will keep on file a standard application form tailored by them to assist in the application and approval process.
- 3) **Articles or Articles of Incorporation** refer to the amended and restated Articles of Incorporation of Bear Lake West Homeowners' Association, Inc., filed on March 28, 2000 in Bear Lake County.
- 4) **Assessment** includes Regular Assessments, Special Assessments, and Limited Assessments as defined herein.
- 5) **Association or HOA** means Bear Lake West Homeowners' Association, Inc., its successors, and assigns.
- 6) **Board** means the Association's Board of Directors or governing body, duly elected according to the Bylaws.
- 7) **Bylaws as used herein, shall refer to any properly passed and adopted Bylaws of the Association.**
- 8) **Common Area and Common Property** means all Lands, improvements, buildings, structures, Amenities, and equipment owned by the Association.
- 9) **Common Expenses** means any sums which are expended by the Association on behalf of the Owners including any sums which are spent by the Board to perform or exercise its functions, duties, or rights under this Declaration for operation of the Property. By way of illustration, but not limitation, Common Expenses shall include: (i) expenses of administration, maintenance, operation, repair and replacement of those elements of the Common Area and Common Property that must be maintained and/or replaced on a periodic basis and reserves as may be from time to time established by the Board; (ii) expenses declared by this Declaration or the Bylaws; and (iii) any valid charge against the Property as a whole.
- 10) **Declaration** means this instrument, the Amended and Restated Declaration of Restrictions of Bear Lake West Homeowners' Association as the same may hereafter be modified, amended, supplemented or expanded in accordance with law and the provisions hereof.
- 11) **ECC Committee** means to the Environmental Control Committee whose function is further defined in Article 3.
- 12) **Guest** means an individual or individuals who is not a Member, nor a lessee, nor an Owner, nor in a Member's immediate Household, but that is an invitee of a Member or Member's Household, and who may use amenities when accompanied by a Member and subject to all Rules.
- 13) **HOA/POA Amenities Corporation** refers to an Idaho not for profit corporation organized and owned by the HOA and POA and designated to manage the Amenities for and on behalf of the HOA and POA.
- 14) **Homeowner Improvements** means all buildings, dwellings, structures, driveways, paved roads, decks, landscaping, including trees, hedges, and similar improvements constructed or to be constructed on a Lot.
- 15) **Improvements** shall include, but not be limited to, planning, engineering, surveying, subdividing and access roads, buildings and amenities, as well as water, sewer and power systems constructed or to be constructed on, Common Area.

- 16) **Land** shall mean and refer to and consist of the real property submitted to the terms of this Declaration, together with each and every portion of any additional Land which is added.
- 17) **Lien** means any lien filed by the Association against any Lot which relates to any unpaid or uncollected assessments, dues, fees, penalty, interest or any other charge.
- 18) **Lot** means a specifically described and recorded parcel of Land within the Subdivision.
- 19) **Plat** means a parcel of the Land that has been divided into lots, approved by the County and recorded as a plat with the County Recorder.
- 20) **Property** means the Land and such portions of any additional Land which may be annexed or acquired by the Association including the buildings, all Improvements and the structures thereon, all recreational amenities, all Properties' easements, rights and appurtenances belonging thereto, and all articles of personal property intended for the use in connection therewith.
- 21) **Property Owners Association or POA** means Bear Lake West Property Owner's Association, Inc., an Idaho Corporation, and any successors or assigns. The POA consists of owners of land in Plats B & C of Bear Lake West who are not part of this Association but are joint owners of some Recreational Amenities.
- 22) **Recreational Facilities, Recreational Amenities or Amenities** means any and all recreational improvements constructed or to be constructed by the Association, including but not limited to: a clubhouse, including personal property and trade fixtures and associated facilities; golf course; maintenance buildings; beach front; swimming pool and associated facilities; tennis courts; parking areas; and roads.
- 23) **Resident or Reside** refer to a person living in Single Family Residence on a Lot.
- 24) **Rules or Homeowners Association Rules and Policies** shall be adopted pursuant to Section 2.8 and the Bylaws.
- 25) **Single Family Residence** shall mean an affixed structure that is built to accommodate a single household on a full-time, or near full-time, long term basis. Duplexes, trailers, mobile homes, condominiums, short term rentals (less than 90 (ninety) days), and time shares do not meet the intent of this definition as used in this Declaration.
- 26) **Subdivision** shall refer to those subdivisions collectively known as Bear Lake West, whose owners have signed this Declaration in sufficient numbers, as indicated above, which are made up of the subdivisions recorded in the records of Bear Lake County, Idaho as Bear Lake West Subdivisions 1-9, Lakeside Estates 1-4 (sometimes referred to as Subdivisions 11-14), Country Club Estates 1-2 (sometimes referred to as Subdivision 10), and Golden Bear Condominium Phase 1, and whose legal descriptions are hereby incorporated by reference from the legal descriptions and plats included, referred to, or incorporated by reference in the above-described "Replaced Declarations." .
- 27) **Waterways** mean any irrigation canal or ditch within the Subdivision.

ARTICLE 2 – BEAR LAKE WEST HOMEOWNERS' ASSOCIATION

- 2.1 Membership** - Every Owner is subject to the requirements and limitations imposed in these Declarations, including all regulations. The Owner or Owners of each Lot will have the right to cast one vote (one per

Lot) for any matters decided by a vote of the Association's general membership including election of new Board members.

- 2.2 Purpose** - The general purpose of the Association is to further and promote the community welfare and property values of Owners in the Subdivision and shall be responsible for the maintenance, upkeep and repair of Common Areas, and the establishment and enforcement of Rules and regulations concerning the operation and use of all Recreational Facilities, and any other Association-owned properties.
- 2.3 Powers** - The Association shall have all the powers that are set out in its Articles of Incorporation, Bylaws, Idaho law, and these Declarations including (but not limited to) the power to enforce these Declarations at law or equity, to maintain and preserve Common Property, and assess and collect Assessments, fines and fees from every Owner.
- 2.4 HOA/POA Amenities Corporation Representation** - The Board shall provide representation on the board of directors of the HOA/POA Amenities Corporation and the HOA/POA Amenities Corporation shall have all the powers that are set out in its Articles of Incorporation, By-Laws and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every Member a uniform yearly charge per Amenities membership (Amenities Fee). The amount of such charge is to be determined by the board of directors of the HOA/POA Amenities Corporation and must be approved by the HOA Board and the POA board.
- 2.5 Annual Budgets** - The Board is expressly authorized to adopt and amend budgets for the Association by virtue of their election by the Owners subject to the Bylaws, and no ratification of any regular budget by the Owners is required. Any money collected by the Association shall be used exclusively for the lawful purposes of the Association.
- 2.6 Suspension of Voting Rights** - The Board shall have the right to suspend voting rights (if any) and the right to the use of the Recreational Facilities (if any) of any Owner if any Assessment or fine or fee is unpaid; or for any continuing violation of the Declarations, after notice of the violation or delinquency has been given to the Owner in writing; or during the period that any utility bill for water or other service provided by Association remains unpaid. The Board shall have the right to levy reasonable fines as established by Rules and in accordance with Idaho law against an Owner for violations of this Declaration.
- 2.7 Association's Right to Perform Certain Maintenance.** In the event an Owner shall fail to maintain a Lot and the Homeowner Improvements situated thereon in a manner satisfactory to the Board and such failure continues for 60 (sixty) days after written notice of the Board, the Board shall, with a court order and accompanied by an officer of the law, have the right to enter upon said Lot and repair and restore the Lot and the exterior of any Homeowner Improvements erected thereon. The cost of such maintenance, including legal fees, plus the cost of exterior restoration and maintenance shall be added to and become a part of the annual charge to which such Lot is subject. The Association shall not be liable for any damage which may result from any maintenance work performed hereunder.
- 2.8 Rules, Policies, and Regulations** - The Board may from time to time adopt, amend, and repeal rules, policies, and regulations to be known as the Homeowners Association Rules and Policies by a majority vote of the Board. The purpose of the Homeowners Association Rules and Policies shall be to implement, supplement, or assist in carrying out the purpose and intent of this Declaration.
- 2.9 Penalties** - The Board shall have the right to adopt from time to time penalties or fines relating to a violation or any lack of compliance with the provisions of this Declaration or Rules promulgated by the Board and obtain all appropriate legal and/or equitable relief with respect thereto, including its legal costs and attorneys fees.

- 2.10 Insurance** The Board shall secure and at all times maintain adequate liability, fidelity and multi-peril policy or policies on the common areas, common property, commonly insured components of the water system, and Board and Officers, including Directors' and Officers' Insurance . The following additional provisions shall apply with respect to insurance:
- 1) In addition to the insurance and bond coverage described above, the Board shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with all recreational development properties similar to the Property in construction, nature and use.
 - 2) Insurance secured and maintained by the Board shall not be brought into contribution with insurance held by the Owners or their mortgagees.

ARTICLE 3 – ENVIRONMENTAL CONTROL COMMITTEE

- 3.1 ECC Committee** -The ECC shall be composed of three (3) Owners to be appointed by the Board. Members of the ECC shall serve at the pleasure of the Board. At least one member of the ECC will also be a member of the Board.
- 3.2 Approval for Construction** - All plans and specifications for any structure of improvement whatsoever to be erected on or moved upon or to any Lot, and the proposed location thereof on any Lot or Lots, the construction material, the roofs and the exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any Lot shall be subject to, and shall require the approval in writing before any such work is commenced of the ECC, as the same from time to time composed.
- 3.3 Appendix "A"** - There shall be submitted to the ECC a building application, using the form know as Appendix "A", together with three (3) complete sets of plans and specifications for any and all proposed Homeowner Improvements. Structures or Homeowner Improvements of any kind shall not be erected, altered, placed or maintained upon any Lot, unless and until, the final plans, elevations, and specifications therefore have been received and written approval granted by the ECC. Such plans shall include plot plans showing the location of the building on the lot, walls or fences, or other structures proposed to be constructed, altered, placed or maintained, together with the schemes for roofs and exteriors thereof and the proposed landscaping plan including rock walls, water features or any outside feature or contour. Filing fees as determined by the Board, plus the current water connection fee, plus any performance deposit or bond shall accompany any submission. The Board, at its option, may modify, alter, or change the form known as Appendix "A," as well as its fee structure, as it deems necessary.
- 3.4 Approval of Appendix "A"** - The ECC shall approve or disapprove submitted plans, specifications, or details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and another shall be retained by the ECC. In the event of an ownership change prior to the completion of work outlined on an approved application, the new owner will be required to sign and agree to the same specifications and commitments contained in the original approved application including payment of any deposits or fees, prior to any additional work. Unfinished or incomplete work not part of an approved, current application may be found to be a violation of this Declaration. Approval of an Appendix "A" application

shall expire two (2) years after its approval by the ECC if construction has not been initiated. If the plans and specifications submitted are incomplete, or in the event the ECC deems the plans, specifications, or details, or any part thereof, to be contrary to the interests, welfare, general aesthetics, adopted design standards, or rights of all or any part of the real property subject hereto, or the Owners thereof, the ECC may deny the application. If there is a dispute between the ECC and the Owner regarding any ECC action or inaction, an appeal to the full Board must be made by the Owner before the Owner may pursue any other legal remedy.

3.5 Design Standards - The ECC shall have the authority to adopt height and size requirements for all Improvements, including all types of outbuildings and structures, walls, etc. In addition, the ECC shall have the right to establish design standards and style guidelines, set policies and procedures with respect to receiving, reviewing, approving completed Appendix "A" applications, and monitoring the construction process to ensure compliance with the restrictions set forth herein and with the representation made by Lot Owner in Appendix "A".

3.6 Performance Bond or Deposit - The ECC may, at their sole discretion, impose a performance bond or deposit on an Owner's building approval, to ensure that Owner and Owner's agents comply with this Declaration and all representations made by Owner on the application. The ECC may retain such performance bond or deposit until all conditions are met by Owner. An Owner may appeal to the Board to reduce the amount of any bond or deposit required by the ECC.

ARTICLE 4 – AGREEMENT TO PAY ASSESSMENTS

4.1 Agreement to Pay Assessments. Each Owner of any Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, or by entering into a sale and purchase contract, shall be deemed to covenant and agree with each other and with the Association to pay Assessments, fees made by the Association for the purposes provided in the Declaration, fines, Limited Assessments and Special Assessments for capital improvements and other matters as provided in this Declaration, including fees for the maintenance and operation of the Recreation Facilities as established by the HOA/POA Amenities Corporation, commonly referred to as Amenities Fees (if the Owner is a Member.) Such Assessment shall be fixed, established and collected from time to time in the manner provided in these Declarations. Owners are assessed by Lot, and the assessment is appurtenant to each Lot. Therefore, any Owner of multiple Lots will have multiple Assessments, Dues, and other obligations proportionate to the number of Lots owned. Owners of multiple Lots do not receive a discount or reduction in fees, charges or assessments.

4.2 Amounts of Total Regular Assessments The Board shall establish Regular Assessments by dividing by the total number of Lots in the Subdivision the total amount it estimates is needed to provide for the payments of all estimated expenses growing out of or connected with the maintenance and operation of Common Areas, water service or other utility services provided by the Association and Recreational Facilities, which estimates may include, among other things, expenses of management, taxes, and premiums for all insurance which the Board is required or permitted to maintain pursuant hereto, repairs and maintenance of the Common Areas that must be replaced on a periodic basis, wages for Board employees, legal, collection, and accounting fees, any deficit remaining from a previous period; and the creation of reasonable contingency reserves, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the

benefit of the Owners under or by reason of this Declaration. Regular Assessments will be equally assessed against each Lot based on these estimates.

- 4.3 Notice of Regular Assessments and Time for Payment Thereof.** Regular Assessments shall be made on a calendar year basis. The Board shall give written notice to each Owner as to the amount of the Regular Assessment, if changed from the previous year, with respect to their Lots not less than thirty (30) days or more than sixty (60) days prior to the beginning of the next calendar year. Such assessments shall be due and payable by the last day in February of each year; provided however at the sole discretion of the Board the Assessments may be paid in installments, if the payments are made in a timely fashion. If default occurs in the payment of said installments, or in the performance of any agreement contained herein, the Board, at its option and without notice or demand, may declare the entire Assessment immediately due and payable. Each Assessment shall bear compound interest at the rate of eighteen percent (18%) per annum, determined monthly from the date it becomes due and payable if not paid within thirty (30) days after such date unless otherwise determined by the Board. Failure of the Board to give timely notice of any Assessment provided herein shall not affect the liability of the Owner of a Lot for such amount, but the date when payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall be given.
- 4.4 Special Assessments for Capital Improvements and Non-routine Maintenance.** In addition to the Regular Assessment authorized above, the Board may levy in any year a Special Assessment, payable over such a period as the Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as authorized and provided in this Declaration. This Section shall not be construed as an independent source of authority for the Board to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Any Special Assessment exceeding \$250 a year per Lot requires approval of 2/3 of the total Membership, and notice in writing to each Member. The time for payment thereof shall be given promptly to the Members, and no payment shall be due less than thirty (30) days after written notice is given. A Special Assessment shall bear compound interest at the rate of at least eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date unless otherwise determined by the Board.
- 4.5 Charges for Water and Sewer Service.** Every Owner shall pay charges for water to the Association or its successors or assigns. Sewer service is provided by the Fish Haven Recreational Sewer District. All fees and charges for sewer service are due them. Each Lot Owner in the Subdivision shall be required to connect to HOA owned water system and sewer systems (when provided) prior to the completion of the construction and prior to occupancy of the dwelling or improvement on the lot, and after such connection shall be subject to all water service fees and charges.
- 4.6 Lien.** All Assessments made pursuant to this Declaration, together with interest, fees, and later-incurred costs incurred thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be junior to purchase mortgage liens, but superior to other liens and encumbrances on such Lot, except only for valid tax and special assessment liens on any Lot in favor of any governmental assessing authority. All other licensor's acquiring liens on the Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens. To evidence a lien for sums assessed hereunder, the Board may prepare a written notice of lien setting forth the amount of the assessment, the date due, and the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by the Board or its nominee and may be

recorded in the office of the County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by judicial foreclosure by the Board in the same manner in which mortgages on real property may be foreclosed in Idaho. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses of filing the notice of lien and all court costs and reasonable attorneys' fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which shall become due during the period of foreclosure. The Board shall impose a lien filing fee as determined by the Board from time to time for each lien recorded plus applicable filing fees. The Board shall have the right and power to bid an amount equal to or more than its then-existing lien at the foreclosure sale or other legal auction.

- 4.7 Collection** - The Association shall have the right, at its option, to enforce collection of any delinquent Assessment, charge, fine, penalty or charges owed to the Association in any manner allowed by law, including but not limited to (1) bringing an action at law against the Lot Owner personally obligated to pay the delinquent amounts which came due at the time he was the Owner thereof and such action may be brought without waiving a filed Lien securing any such delinquent amounts, provided however, that the personal obligation to pay delinquent amounts which came due prior to the transfer of ownership shall not pass to successors in title; (2) foreclosure in accordance with the provisions of Idaho law applicable to the exercise of powers of sale in deeds of trust with the Board having the right and authority to appoint an independent trustee, or by judicial foreclosure as a mortgage, or by rights as provided in the Bylaws. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.
- 4.8 Lien Release.** A release of notice of lien shall be executed by the Board and recorded in the Office of the County Recorder upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien, unless the lien has already been invalidated by operation of law and a lien release is unnecessary.
- 4.9 Personal Obligation of Owner** The amount of any Regular or Special Assessment against any Lot shall be the personal obligation of the Owner thereof to the Association, and shall survive transfer of title. Suit to recover a money judgment for such personal obligation shall be maintainable by the Board without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or Recreational Facilities or by abandonment of his Lot.

ARTICLE 5 – LAND USE/GENERAL PROHIBITIONS

- 5.1 Permitted Use and Homeowner Improvements** – The following permitted Lot Uses and Set Back Requirements shall apply to all Lots in the Development. None of these prohibitions shall be interpreted to strictly prohibit the remodeling, or replacement of the Condominiums as a four-unit condominium.
- 1. Uses Permitted -**
 - a.** Single Family Residence or dwelling (as defined in Article 1)
 - b.** Use, buildings and structures customarily incidental to Single Family Residences

2. **Minimum Lot Size** – The minimum Lot size is 15,000 square feet (except in cluster provisions established by Bear Lake County)
3. **Set Back Requirements**- To retain desired separation of buildings on adjacent Lot, yet to eliminate undesirable rigidity in the pattern of the dwellings created by ordinary setbacks lines, and to encourage greater opportunity for individual freedom for development of the Lots, the following guidelines are set:
 - a. Dwelling (including guest houses) setbacks shall be 30 feet for front yards, along a line paralleling the front property line, 10 feet from side lines, and 30 feet from the rear lot line, except that this rear yard may be reduced to 15 feet where bordering on the golf course or other designated “open areas” within the Subdivision, provided that no dwelling shall constructed nearer than 20 feet from a bordering street.
 - b. Garage, carport, and building setbacks (buildings not including habitable rooms) shall be 10 feet for front property line, 3 feet for side property lines, and 3 feet for rear property lines, except that such structures shall not be constructed nearer than 10 feet from any bordering public street.
 - c. Provided, that no dwelling or guest house may be constructed nearer than 15 feet from an accessory building or 25 feet from a dwelling on a adjacent Lot, and no accessory building may be constructed nearer than 15 feet from a dwelling on an adjacent Lot. First issued building permit shall prevail in situations where buildings are planned but not yet constructed on adjacent Lots. Such permits shall be good for two years only.
4. **Particular Rules for Application of Setback Requirements** -
 - a. If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two Lot lines that intersect said meandering line shall be determined, and using the average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.
 - b. If the setback of two or more lines intersects, or it cannot be determined if a line is a front, side, or rear lot line, the most restrictive setback requirement will govern.
 - c. The term “front lot line” refers to the boundary line adjacent to the street, or if the Lot is adjacent to two streets, to the street from which the Lot derives its official mailing address in the records of the county.
 - d. The term “side line” defines a Lot boundary line that extends from the front lot line to the rear line of the Lot.
 - e. The Term “rear lot line” defines the boundary line of the Lot that is farthest from, and substantially parallel to, the front lot line.
 - f. A corner Lot shall be deemed to have a front line on each street on which the Lot abuts, but only one rear lot line and rear yard.
 - g. The setback lines are shown on the recorded Plat, it being intended hereby that the Plat shall take precedence.
 - h. In determining the setback requirements outlined herein, overhangs, decks, porches of any kind will be considered part of the structure.

5.2 General Prohibitions and Requirements - The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any Lot in the Subdivision.

1. No permanent dwelling house or dwelling having a ground floor living area of less than 1,000 square feet, and no prefabricated or pre-erected dwelling of less than 1,000 square feet living area exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of said Lots. Permanent dwellings of less than 1,000 square feet of ground floor living area which have exceptional design qualities may be accepted only upon written approval by the ECC. Permanent dwellings shall be masonry, stucco, log or insulated frame construction. All dwellings shall be set on permanent foundations or piers (This paragraph shall not apply to any temporary building used for storage or watchmen during the progress of construction continuously prosecuted). Dwellings completed prior to or plans approved by the ECC prior to the effective date of these Declarations shall be subject to the minimum square foot requirements in the then effective Declarations of Restrictions.
2. No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers or toilets shall be connected to the central sewage system. Storm water shall not be allowed to flow into the sewage system.
3. No temporary house, trailer, tent, garage, or other out-building shall be placed or erected on any Lot, nor shall such be used as a Dwelling place, nor shall any overnight camping be permitted on any Lot. Lot Owners may use side yards for the parking of travel trailers, boats, or utility trailers and such parking shall be as inconspicuous as possible. The ECC may establish policies limiting such parking.
4. Once construction of Homeowner Improvements is started on any Lot, the Homeowner Improvements must be completed in accordance with plans and specifications, as approved, within eighteen (18) months from commencement, including the elimination of all construction scars and the installation of basic landscaping on the Lot, and along the driveway from the road edge to the Lot or a variance shall be obtained from ECC to allow for a longer period upon proof of due diligence.
5. No residence shall be occupied until the same has been completed in accordance with its plans and specifications and until an occupancy permit is issued by the County (if applicable).
6. All structures constructed or placed on any Lot shall be constructed with new material or recycled material approved by the ECC and no used structures shall be relocated or placed on any such Lot.
7. No animal or livestock of any description, except common household pets, shall be kept on any Lot. To avoid harassment of wildlife, and to eliminate public nuisance, dogs shall be confined on the Lot and dog runs and /or leash lines shall extend no closer than twenty (20) feet from any Lot line.
8. All signs, billboards or advertising structures or vehicles with attached signs of any kind must be approved by the ECC except standard real estate signs indicating a Lot is offered for sale, or other signs whose use is protected by law. Such signs shall not exceed four (4) square feet in area and limited to one sign per Lot. Banners attached to the side of a structure or on a structure or vehicles are specifically prohibited. None of these restrictions shall be interpreted to restrict the flying of the flag of the United States of America.
9. No stripped down, partially wrecked or junk motor vehicles, or sizeable part thereof, or unlicensed vehicles shall be permitted to be parked on any street in the Subdivision or on any Lot.
10. Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened by fencing or shrubbery consistent with the

recommendations of the fuel/tank provider. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened, or so placed and kept as not to be visible from any street or golf course within the Subdivision at any time except during refuse collection. Bulk storage of gasoline, diesel or other transportation fuel is prohibited.

11. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, waterway or golf course within the Subdivision.
12. No Owner of any Lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so has been obtained from the ECC.
13. All Lots, whether occupied or unoccupied, and any Homeowner Improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris, including noxious weeds such as Dyers Wode, or as defined in Bear Lake County Weed Ordinance, thereon.
14. No noxious, offensive, barking dogs, or illegal activities shall be permitted on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
15. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.
16. No commercial type truck or utility trailer shall be parked overnight or longer, on any Lot or Common Area in the Subdivision in such matter as to be visible to the occupants of the other Lots in the Subdivision, unless the prior written approval of the ECC has been obtained.
17. Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty (60) days. In addition, the Owner will be required to submit an Appendix "A" application for any reconstruction required, and may be held to then-current Land Use guidelines and restrictions.
18. No live tree with a caliper of more than 2 ½ inches shall be removed from any Lot in the Subdivision without the written consent of the ECC. Lot improvement plans which require the removal of trees shall be reviewed by the ECC and no construction of any kind shall occur until said plans have received written approval from the ECC. Trees of 2 ½ inches in caliper or greater which must be removed for any reason shall be replaced by a equal number of like trees of 1 inch caliper of greater, said trees may be placed at locations on the Lot (or, if applicable, in the common areas) of the Owner's choosing and must be cared for actively by the Owner for a period of two years following planting. Trees which do not survive during this two year period shall be replaced and cared for by the Owner for additional period of two years.
19. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot or be thrown into or left on the shoreline of any waterway in Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivision the Association hereby reserves for itself, its successors and assigns, the exclusive license to appoint or contract with a third party to operate a commercial scavenging service within the Subdivision for the purpose of removing garbage, trash and other like household

refuse. Such refuse collection and removal service shall be designated by Association or its successors or assigns. The charge for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivision of high standards in the areas, and shall be subject to change from time to time.

20. No change in ground level may be made on any Lot or common area in excess of one foot from existing grades without the prior written approval of the ECC.
21. The movement of four-wheel drive vehicles, motorcycles, snowmobiles and other off-road vehicles (ORV's) shall be restricted to the use of platted roads and designated trails, if any, within the Subdivision. Idaho motor vehicle laws are enforced on public roads within the County. A safety helmet must be worn by anyone under the age of 18 operating or riding on a motorcycle or ATV. Motorized vehicles must be properly licensed. Posted speed limits must be obeyed.
22. Short term (less than 90 (ninety) days) or nightly rentals, or rentals of any sort that are deemed to be a "Commercial Activity", or any other activity deemed to be a "Commercial Activity" or activity prohibited by county ordinance in residential lots is strictly prohibited. However, the foregoing shall not be deemed to prohibit home offices that do not generate subdivision traffic.
23. All Lot Owners will be responsible for installing dry culverts (when required by County) between road and their Lot in conformity with the specifications and recommendations of the County.

5.3 Variances - The Board may in its sole discretion allow reasonable variances and adjustments of this Article 5 and Article 6 in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent of these Declarations and the adjustment will not be materially detrimental or injurious to the other property or improvements in the Subdivision.

ARTICLE 6 – EASEMENTS

6.1 Reserved Easements -The Association reserves unto itself, its successors and assigns, certain easements along, across, over and upon the real estate that constitutes the Subdivision. The easements so reserved by the Association are described as follows:

- 1) Association, for itself, its successors and assigns and licensees, reserves a ten (10) foot wide easement along all road rights-of-way, and rear property lines, and a three (3) foot easement along the side lines of each and every Lot in the Subdivision for the purpose of installing, maintaining and operating utility mains thereon, together with the right to trim, cut or to remove any trees and /or brush, and the right to locate braces and anchors wherever necessary for said installation, maintenance and operations, together with the right to install and maintain and operate utility mains and appurtenance thereto, and reserving unto itself, its successors, assigns and licensees, the right of ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same does not interfere with the use of such easement for their intended purposes. In instances where an Owner of two or more adjoining Lots applies for and receives permission from ECC to erect and construct a dwelling or building which will cross over or through a

common Lot line, the same shall not be subject to the aforementioned three (3) foot easement along or upon the contiguous or common Lot line, except where utility lines or mains have been platted or installed.

- 2) Each Lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes and drainage.
- 3) No Owner of any Lot in the Subdivision shall have any claim or cause of action against Association, its successors, assigns or licensees, either in law or in equity, and arising out of exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

6.2 Rules for Determination of Location of Easement The rules prescribed in Article V of the Declarations above for the establishment of setback lines that must be measured from meandered lines may be applied, whenever necessary and with such adaptations as are necessary, in defining the location of an easement that is to encumber a strip of Land contiguous to a meandered line.

- (1) On each Lot, the rights-of-way and easement areas reserved by Association or dedicated to public utilities purposes shall be maintained continuously by the Lot Owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of water drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided however that where the existing location of a drainage channel would hinder the orderly development of a Lot the drainage channel may be relocated provided such relocation does not cause an encroachment on any other Lot in the Subdivision and upon written approval from the ECC. Improvements within such areas shall also be maintained by the respective Lot Owner except for those for which a public authority or utility company is responsible.
- (2) Whenever two or more contiguous lots in the Subdivision shall be owned by the same person, and such person shall desire to use two or more of said lots as a site for a single-dwelling house, he/she shall apply in writing to the ECC for permission so to use said Lots. If written permission of such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying the set-back and easement portions of these Declarations to said Lots, so long as the Lots remain improved with a single-dwelling house. Under no circumstance will the approval by the ECC to treat two or more contiguous Lots as a single Lot for the purpose of applying these Declarations be construed, in any way, as approval or agreement by the Board or ECC to treat the contiguous Lots as a single Lot for the purpose of assessing any fees or assessments. For example, if any Owner of two or more contiguous Lots applies for and receives permission for such contiguous Lots to be treated as a single Lot for the purpose of applying these Declarations, each contiguous Lot shall be subject to homeowner fees, amenities fees, special assessments or any other charge applicable to all individual lots.
- (3) The Lots in the Subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

6.3 Ownership, Use and Enjoyment of Parks and Recreational Amenities. All parks, recreational facilities and other amenities within the Subdivision or Development are private, and neither the Association recording of the Plat nor any other act of the Association with respect to the Plat, shall be construed as a dedication to the public, but rather all such parks, Recreational Facilities and other amenities shall be for the

use and enjoyment of Members the Association and of the guests of such members of the Association or other residents of Bear Lake West who qualify for the use and enjoyment of the facilities. Association may, at its sole option, designate areas or activities “open to the public” at rates or fees established for public use. Examples of areas or activities that may be designated as “open to the public” are the Golf Course, Restaurant, and Bar. All fees collected from public use of any Recreational Facilities will be used to offset the cost of operating such Recreational Facilities.

6.4 Reservation of Easement for Operation of Waterways. The Association reserves to itself and its successors and assigns such easements through the water front portion of each such Lots as are contiguous to a Waterway as is reasonably necessary in connection with operating said Waterways, and Association shall not be liable for any loss of property or for damage caused by act of nature or Act of God.

ARTICLE VII – MISCELLANEOUS

- 7.1 Amendment.** Except as hereinafter provided, the vote of fifty-one (51%) or more of the Owners, with notice given to all Owners, as certified by the President and Secretary of the Association in a recorded instrument, are required to amend this Declaration
- 7.2 Manners of Voting.** In those cases in which the Declaration or Bylaws require a vote, such requirement may be fully satisfied by obtaining a vote in person, or consent in writing, which may include voting through electronic means, such as emails, internet form submissions, fax transmissions, etc., so long as reasonably adequate assurances are made that said electronic means are secure and exercised only by the Owner.
- 7.3 Means of Giving Notice.** If any of these Declarations, or Bylaws, Rules, or regulations adopted hereunder require notice, written notice, written consent, votes, or any other form of communication, this may be accomplished using text-based electronic means of communication, e.g. emails, internet forms, and fax transmissions, so long as that means of electronic communication has been verified because it either 1) was used by an Owner to communicate with the Association in the past; 2) is approved in writing by the Owner; 3) is reasonably expected by the Association to promptly reach the Owner and provide the same level of notice as described in the document; or 4) is recognized by applicable state or federal law as equivalent notice. If a verified means of electronic communication used by an Owner becomes insecure or compromised, and it is unknown to the Association, the Association may continue to use the means of communication unless or until the Owner notifies the Association in writing, to no longer use it. .
- 7.4 Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants running with the land and equitable servitudes, shall be appurtenant to title, and shall be binding upon and shall inure to the benefit of Association, as against all parties who hereafter acquire any interest in a Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or Resident shall comply with, and all interests in all Lots shall be subject to, the terms of the Declaration, the By-laws, and the provisions of any Rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, plus legal costs, maintainable by the Board on behalf of Owners, or, in a proper case, by an aggrieved Owner. By acquiring any interest in a Lot, the party

acquiring such interest consents to, and agrees to be bound by each and every provision of this Declaration. Each Owner, Resident, Joint Owner and Household also agrees to assume all the risks and hazards of ownerships or occupancy attendant to such Lot, including but not limited to its proximity to pools, the golf course, fairways, or Waterways.

- 7.5 Liability and Indemnification of Board.** No member of the Board shall be liable to the Owners for any mistake of judgment, for negligence, or on other grounds. The Association shall defend, indemnify and hold harmless each member of the Board from and against all liability arising out of said officer's service on the Board, including liability to third parties arising out of any contract made by the Board on behalf of the Owners. Under no circumstances shall the liability of any Owner arising out of any Association contract or liability exceed the total liability or obligation divided by the total Lots in the development per Lot owned by the Owner.
- 7.6 Remedies.** In cases of conflict with a Board decision mediation between the two parties must first be used to solve differences before any litigation can be commenced. In the event the Association is required to hire an attorney to protect or defend its rights hereunder, and the Association prevails, whether or not litigation or any other proceeding is commenced, the Association shall be entitled to attorney fees and related costs actually and reasonably incurred. Nothing in this section shall prevent the Board from seeking legal action to collect Assessments, nor from seeking a restraining order to prevent construction in violation to this Declaration, prior to mediation.
- 7.7 Invalidity.** The invalidity of any provisions of this Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.
- 7.8 Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 7.9 Grandfathering.** No provision in this Declaration is intended to, nor shall be deemed to, cancel, nullify, or conflict with any written agreement previously entered into by the Association, whether it be a settlement agreement, consent order, variance approval, building approval, or the like. Said variances, approvals, or agreements are hereby adopted as if made subsequent to, and in reliance on, the recording of this Declaration.
- 7.10 Gender.** The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context requires.
- 7.11 Topical Headings.** The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content meaning or intent of this Declaration or any paragraph or provision hereof.
- 7.12 Effective Date.** This Declaration shall take effect upon recording in the office of the County Recorder of Bear Lake County, State of Idaho.
- 7.13 Duration.** All of the foregoing covenants, conditions reservations and restrictions shall continue and remain in full force and effect at all times as against the Owner of any interest in the property, regardless of how title is acquired.
- 7.14 Multiple Copies and Signatures.** This Declaration instrument shall exist in multiple copies, however, the copy recorded in the Records of Bear Lake County shall be deemed to be the authoritative copy. When the

President and Secretary have certified receipt of the necessary signatures, or of reliable electronic images of the necessary signatures, the additional signature pages are hereby incorporated by reference into this instrument, and this instrument is deemed "signed" by each owner who submits a signature to the Association. The Association shall keep the signature pages on file and shall publish them on the Association's website or its equivalent.

CERTIFICATION

We, the duly elected President and Secretary of the Association, hereby certify that we have truthfully recorded the number of Owners who have signed this Declaration, and that we have complied with the requirements of amending, restating in whole, and replacing in whole each of the indicated Replaced Declarations by the respective terms of each such declaration.

Scott Edlman

President

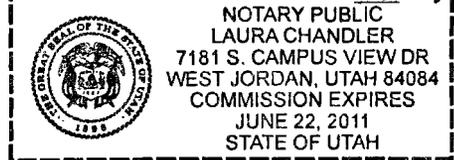
Pamela Hegel

Secretary

STATE OF Utah)
)ss
COUNTY OF Salt Lake)

Scott Allen, who is either known to me or presented sufficient identification to establish his/her identity, personally appeared and signed the above Certification, and acknowledged that she/he is the duly elected and authorized President of Bear Lake West Homeowners' Association, Inc., authorized to record this instrument in the records of Bear Lake County, and that he/she has knowledge of the facts set forth in the above Certification, and that he/she affirms that all statements made therein are true and correct.

Subscribed and sworn to before me on this 17 day of December, 2010.



[Signature]

Notary Public, State of Utah
My commission expires: 6/22/2011

STATE OF California)
)ss
COUNTY OF Riverside)

Pamela Hegel, who is either known to me or presented sufficient identification to establish his/her identity, personally appeared and signed the above Certification, and acknowledged that she/he is the duly elected and authorized Secretary of Bear Lake West Homeowners' Association, Inc., authorized to record this instrument in the records of Bear Lake County, and that he/she has knowledge of the facts set forth in the above Certification, and that he/she affirms that all statements made therein are true and correct.

Subscribed and sworn to before me on this 18 day of Dec., 2010.

See attached

Notary Public, State of CALIF
My commission expires: 2/24/12

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

209010

State of California

County of Riverside

On Dec. 18, 2010 before me, W. Dobbs - notary public
(Here insert name and title of the officer)

personally appeared Pamela Hegel

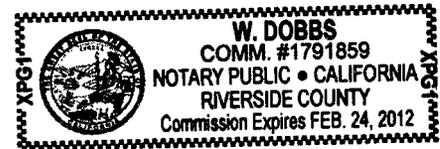
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____