

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
BLACK HAWK SUBDIVISION**

WHEREAS, there have previously been filed of record on February 4, 2008, as Instrument No. 275121, records of Lemhi County, Idaho, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Black Hawk Subdivision; and those certain Amendments to Declaration of Covenants, Conditions, Restrictions and Easements for Black Hawk Subdivision, filed on March 14, 2014, as Instrument No. 296010, records of Lemhi County, Idaho; and

WHEREAS, pursuant to Section 10.5 of said Declaration, Remington Ridge, LLC, the Declarant, has duly adopted the following Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Black Hawk Subdivision:

ARTICLE 1 – GENERAL

Section 1.1: The Subdivision: The name of the subdivision subject to this Declaration is “Black Hawk Subdivision.” All of the subdivision is located in Lemhi County, Idaho.

Section 1.2: Property Affected: Declarant owns certain real property in Lemhi County, Idaho, which is described on the attached Exhibit “A.” Such property, together with any property which is annexed thereto by Declarant, pursuant to the terms of this Declaration, shall be referred to in this Declaration as “the Property.” The “Premises,” when used in this Declaration, refers to only that property identified in the attached Exhibit “A.”

Section 1.3: Purpose of Declaration: This Declaration is executed and recorded (a) to provide for the Homeowner’s Association to maintain the private roads within the Property and to perform certain functions for the benefit of Owners of land within the Property; (b) to define the duties, powers and rights of the Homeowner’s Association; (c) to define certain duties, powers and rights of Owners; and (d) to provide certain covenants, conditions, restrictions and easements to assure and enhance the value, desirability and attractiveness of the Property and to provide for the mutual protection of the Owners thereof;

Section 1.4: Declaration: Declarant hereby declares that the Property is and

shall be held, conveyed, encumbered, leased, and used subject to the following covenants, conditions, restrictions, easements and equitable servitudes, which shall run with the Property, and each and every part, parcel and lot thereof, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any part, parcel or lot thereof; shall inure to the benefit of every portion of the Property or any interest therein; and shall inure to the benefit of and shall be binding upon Declarant, the Owners, and their respective heirs, successors and assigns, and may be enforced by Declarant, or by the Association, or by any Owner.

By acceptance of any conveyance of any Lot within the Property, the Owner and Owner's heirs, the Declarant and Declarant's successors and assigns, and with all other Owners of Lots within the Property, or subsequent Owners thereof, acknowledge and agree that the covenants, conditions, restrictions, easements and equitable servitudes set forth herein shall inure to the benefit of and be binding upon all such parties.

ARTICLE 2 - DEFINITIONS

Definitions

Section 2.1: Architectural Control Committee: "Architectural Control Committee" shall mean the committee created pursuant to Article 8.

Section 2.2: Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Section 2.3: Association" shall mean and refer to the **Black Hawk Subdivision Homeowners' Association, Inc.**, a nonprofit corporation organized or to be organized under the laws of the State of Idaho, or any successor or assign of the corporation.

Section 2.4: Association Documents" shall mean the various operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association; and, (c) this Declaration, and all amendments to any of the aforementioned documents.

Section 2.5: Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 2.6: Bylaws: "Bylaws" shall mean the Bylaws of the Association.

Section 2.7: Committee: "Committee" shall mean and refer to the Architectural Control Committee as set forth in Article 8 hereof.

Section 2.8: Common Area: "Common Area" shall mean all the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners (subject to the provisions hereof), and are not dedicated to the

public. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be the private roads as described on the recorded plat of the Subdivision.

The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners.

Ownership of each Lot shall include an equal and undivided interest with all Owners in and to the Common Area.

Section 2.9: Declarant: “Declarant” shall mean and refer to REMINGTON RIDGE, LLC, an Idaho limited liability company, and its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development, and such Lots constitute the remainder of the un-conveyed Lots owned by Declarant.

Section 2.10: Declaration: “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 2.11: Improvements: “Improvements” shall include buildings, outbuilding, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, poles, signs and all other structures of landscaping improvements of every type and kind.

Section 2.12: Lot: “Lot” shall mean and refer to any Lot numbered and designated as such upon the official plat of the Property. A lot may also be referred to as a “Parcel.”

Section 2.13: Member: “Member” shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

Section 2.14: Owner: “Owner” shall mean and refer to the record title holder, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2.15: Person: “Person” shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.16: Plat: “Plat” shall mean the final plat, filed of record with the Office of the County Recorder, Lemhi County, Idaho.

Section 2.17: Premises: “Premises” shall mean the real property described on the recorded plat of the subdivision and shall include any improvements now or hereafter

made on such real property and appurtenances and rights to such real property.

Section 2.18: Record, Recorded: “Record” or “Recorded” shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Lemhi County, Idaho.

Section 2.19: Rules and Regulations: “Rules and Regulations” shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association. The Declarant shall adopt rules and regulations in its discretion until such time as the Declarant no longer controls the appointment of a Board of Directors as set forth in Section 5.5 herein.

Section 2.20: Structures: “Structures” shall include buildings, outbuildings, fences, walls, stairs, decks and poles, which are on a permanent foundation and consist of a size greater than 100 square feet.

ARTICLE 3 – LAND USES AND IMPROVEMENTS

Section 3.1: Land Use and Living Units: None of the subject lots or parcels shall be split, divided or subdivided into smaller lots or parcels than indicated on the final plat of the subdivision, as filed with the office of the County Recorder, Lemhi County, Idaho, with the exception of Lots 4 and 14, which may be split with the approval of Lemhi County in the event access is provided to any additional parcels thereby created.

Section 3.2: Improvements: No Lot shall be improved except with a dwelling or residential structure designated to accommodate no more than a single family and its servants and occasional guests plus an attached or detached guest/caretaker residence, barns, sheds and similar accessory outbuildings, and other improvements and structures as are necessary or customarily incident to a single family residence. All structures shall be constructed on site unless otherwise specifically approved by the Architectural Control Committee.

Section 3.3: Dwelling Structures. No dwelling or residential structure or other structure or improvement shall be constructed without approval of the appropriate Architectural Control Committee. The procedures for approval are set forth in Article 8.

Section 3.4: Exterior Effects. No Owner shall alter the exterior of any unit nor construct any additions or other exterior structures without the prior written approval of the Committee.

Section 3.5: Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. During the period of construction as defined and limited by Section 8.4, an owner shall be entitled to the use of a tent, trailer, motor home or other recreational vehicle as temporary living accommodations. Visitors and guests may park a camper, motor home or trailer on a Lot

for a reasonable term.

Section 3.6: Minimum Size of Buildings. A residence shall contain no less than 1,500 square feet, if single storied, or 1,800 square feet, if two storied, with a minimum of 1,200 square feet on the main level, of heated floor area devoted to living purposes.

Section 3.7: Limited Grazing and Agricultural Uses. Declarant shall be allowed to graze or allow others to graze cattle upon the unsold lots. Lot Owners shall be responsible for fencing out livestock from their Lots, if desired

Section 3.8: Unightly Articles. No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the property.

Section 3.9: Rebuilding and Restoration. Any dwelling unit or other improvements which may be destroyed in whole or in part must be rebuilt, or all debris must be removed and the Lot restored to a presentable condition. Such rebuilding, restoration or removal shall be completed with reasonable promptness and in any event within one (1) year from the time the damage occurred.

Section 3.10: Utilities.

A. Water. Water for each Lot shall be provided by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of each Lot Owner. Declarant makes no representations nor warranties as to the availability, quantity or quality of water obtainable on any Lot.

B. Irrigation Water Rights. Lots 5, 10, 11, 12 and 14 shall be entitled to utilize the 20 inches of surface water irrigation rights decreed to the Subdivision property for irrigation purposes. The Owners of said Lots shall share in the cost of obtaining and using said water rights in proportion to their respective acreages and shall establish a rotation schedule for the use of such water.

C. Sewage Disposal and System Inspections. Sewage disposal for each Lot shall be supplied by means of individual septic/drain field systems. Permits therefore shall be required from the Central District Health Department.

E. Solar Panels. With the prior approval of the Architectural Control Committee, solar panels shall be allowed.

Section 3.11: Roads. Until such time as Lemhi County or another governmental entity may agree to accept the roads within the subdivision as public roads, all roads within the Subdivision shall be private. Maintenance, repair, replacement and/or plowing of the private roads shall be the responsibility of the Homeowner's Association until such time as Lemhi County or another governmental entity may agree to accept the same as public roads. While the roads are private, the Association shall be entitled to maintain a

gate at the entrance of the Subdivision; provided, the gate may not be locked without the prior consent of the Declarant or Declarant's successor and assigns, which consent can be withheld for any reason. Maintenance of a gate shall be at the discretion of Lemhi County in the event the County accepts said roads.

Section 3.12: Vegetation and Noxious Weeds. Any lot disturbed as a result of grading or construction shall be revegetated to at least its original condition no later than one construction season after being disturbed. Additionally, each Lot Owner shall follow the guidelines provided in the Lemhi County Comprehensive Noxious Weed Management Plan.

ARTICLE 4 - EASEMENTS

This section to be used later, if needed.

ARTICLE 5 – HOMEOWNER’S ASSOCIATION

Section 5.1: Organization of Association. The Black Hawk Subdivision Homeowner’s Association, Inc. (“Association”) is an Idaho nonprofit corporation formed pursuant to the Idaho Nonprofit Corporation Act, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation of the Association, the By-Laws of the Association, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.2: Membership. Each Owner of a Lot subject to this Declaration, including Declarant, by virtue of being such an Owner and for so long as such ownership is maintained, shall be a member of the Association, and consents to such membership by virtue of ownership of a Lot. Each Lot shall be entitled to one (1) vote.

Section 5.3: Voting and Quorum. The Association will have one (1) class of membership, which shall be voting membership. Thirty percent (30%) of the total number of voting memberships shall constitute a quorum at any meeting of the membership. In the event that a quorum is not present, another meeting may be called and the required quorum at the subsequent meeting, after notice as provided in the Association Bylaws, shall be fifteen percent (15%) of the total number of voting memberships. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.4: Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, By-Laws and this Declaration as the same may be amended and supplemented from time to time.

Section 5.5: Declarant’s Control of the Association. The Declarant shall maintain control of the Association which right to control, including the right to the

selection of the Board of Directors, selection of the Architectural Control Committee, and powers over assessments, which right to control shall terminate upon the occurrence of the first of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to control the Association and to appoint the Board of Directors.

B. Upon that date which is sixty (60) days after 75% of the Lots in the Subdivision (including property which is annexed into the Property pursuant to the terms of this Declaration) have been sold to persons other than the Declarant.

ARTICLE 6 – POWERS AND DUTIES OF THE ASSOCIATION

Section 6.1: Powers of the Association. The Association shall have all the powers of a nonprofit corporation organized under the Idaho Nonprofit Corporation Act subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under the Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the Common Area and the performance of the other responsibilities herein assigned, including without limitation:

A. **Assessments.** The power to levy regular annual and special assessment on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

B. **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-laws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

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

D. **Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and which are consistent with this Declaration (the Association rules). A copy of the Association rules as they may from time to time be adopted, amended or

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

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

Section 6.2: Duties of the Association. In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its agent, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

A. Operation and Maintenance of Association Property. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of all real and personal property owned or acquired by the Association.

B. Taxes and Assessments. The Association shall pay all taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

C. Insurance. Obtain, if the Board so elects, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect casualty, liability and/or other insurance as the Board deems appropriate.

D. Rule Making. Make, establish, promulgate, amend and repeal the Association rules.

E. Architectural Control Committee. Appoint and remove members of the Committee, all subject to the provisions of this Declaration.

F. Drainage Systems. Operate, maintain, repair and replace, all drainage systems located within the Property and shown on the Plat which are not maintained by public authorities or are the responsibility of individual Lot Owners.

G. Subdivision Approval Responsibilities. Perform all continuing duties and responsibilities imposed upon the Declarant pursuant to any

governmental approvals related to the Property including, without limitation, those set forth in the preliminary plat approval.

H. Maintenance of Subdivision Roads. The Association shall operate, improve, repair and maintain all of the private roads within the Subdivision. Provided, however, that the Association shall not be required to provide winter maintenance for roads where no residences have been constructed, and shall only be required to provide winter maintenance to Lots with residences.

Section 6.3: Personal Liability. No member of the Board, member of the Committee or any other committee of the Association, or any officer of the Association, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the Committee or any other committee of the Association, the Declarant, or the manager, if any, or any agent, representative or employee of the Association, the Board, the Committee or any other committee of the Association, the Declarant or the manager, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE 7 - ASSESSMENTS

Section 7.1: Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association, (1) regular annual or other regular periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall not be a personal obligation of successors in title, unless expressly assumed or in the event that the lien process has been commenced and filed of record prior to the transfer of ownership.

Section 7.2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, operation of the Association, and related to the operation, improvement, repair and maintenance of the Common Area, the improvements situated thereon, and the Subdivision public and private roads, and the costs thereof.

Section 7.3: Regular Annual Assessments.

A. Amount to be Fixed by Declarant. Until such time as 75% of the Lots in the Property have been initially conveyed by Declarant, the Declarant shall fix the amount of the regular annual assessments. The Declarant shall fix the amount of the regular annual assessments at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall

be sent to every Owner subject thereto.

B. Amount to be Fixed by the Board of Directors. At such time as 75% of the Lots in the Property have been initially conveyed by Declarant, the Board of Directors shall fix the amount of the regular annual assessments at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

C. Exemption of Declarant. The Declarant shall maintain the Subdivision private roads and other common areas until such time as the Declarant, in the Declarant's sole discretion, determines to turn over such maintenance responsibilities to the Association. The turnover of responsibility shall occur no later than the time when Declarant has conveyed all of the Lots. Prior to turning over responsibility of maintenance to the Association, the assessments provided for in this Article and this Declaration shall not be levied against Declarant with respect to unsold Lots, but shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot by Declarant, and not before. During the time when Declarant is maintaining the public and private roads and other common areas, the Declarant shall be responsible for the cost thereof which is in excess of the amounts provided by assessments on Lots.

Section 7.4: Special Assessments. In the event that the regular assessments authorized above for any given calendar year will be inadequate to meet the expenses of the Association for any reason, including, but not limited to, attorney's fees and/or litigation costs, other professional fees, or any other costs, the Board shall determine the amount necessary to defray such expenses and levy a special assessment which shall be computed in the same manner as a regular assessment. Prior to the transfer of control from the Declarant to the Association, the Declarant shall fix the amount of any special assessments. After the transfer of control from the Declarant to the Association, no special assessment shall be levied without the vote or written consent of a majority of the votes of the Members of the Association, which are present at a properly scheduled meeting of the Members or represented by Proxy, at which a quorum is present. The Board shall, in its discretion, determine the schedule under which such special assessment will be paid.

Section 7.5: Rate of Assessments. Assessments shall be uniform for all Lots.

Section 7.6: Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (90) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum.

Section 7.7: Enforcement of Assessments by Lien. The Association shall be empowered to enforce payment of assessments by utilizing the lien provisions contained in Idaho Code, Section 45-810.

ARTICLE 8 – ARCHITECTURAL CONTROL COMMITTEE

Section 8.1: Membership. The Committee shall consist of not less than two (2) members. The initial members of the Committee shall be **Frank Halverson** and **Craig Johnson**. Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Committee need not be an Owner.

Section 8.2: Appointment and Removal. Until such time as 75% of the Lots in the Property have been initially conveyed by Declarant, Declarant shall have the exclusive right to appoint and remove all members of the Committee, and the exclusive right to disband the Committee whereupon the Board of Directors of the Association shall assume the powers and duties of the Committee. At such time as all of the Lots in the Property have been initially conveyed by Declarant, the Board of Directors shall have the right to appoint and remove all members of the Committee, and the right to disband the Committee, whereupon the Board of Directors shall assume the powers and duties of the Committee. Members of the Committee may be removed by the persons or entity which appointed them at any time without cause.

Section 8.3: Documentation Required for Architectural Approval. No structure or improvement shall be considered or approved by the Committee until the parcel owner has submitted the following information to the Committee:

A. One (1) set of plans and specifications for the proposed improvements;

Section 8.4: Completion of Construction. The Owner shall complete all exterior elements of the construction within two (2) year after the commencement of construction

Section 8.5: Variances. Upon written request from an Owner, the Board may grant a variance from any of the provisions of Article 3, except those limiting land use in the Subdivision to single-family residential uses, as follows:

A. The Board's review of the request shall be open to all Owners, who shall be entitled to comment;

B. The decision of the Board can be overruled or modified only by a vote of sixty-seven percent (67%) of those Owners who are present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such decision, at which a quorum is present.

ARTICLE 9 – GENERAL PROVISIONS

Section 10.1: Enforcement. The provisions of this Declaration may be enforced by Declarant, by a Successor Declarant, by the Board, or by any Lot Owner.

Section 10.2: Term of Declaration. Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 10.3: Costs and Attorney's Fees. In any action or proceeding under the Association documents, the party which seeks to enforce the Association documents and prevails shall be entitled to recover its costs and expenses

Section 10.5: Amendment. This Declaration may be amended at any time only by the Declarant as long as the Declarant owns fifty percent (50%) or more of the unsold lot(s) in the Subdivision. At such time as the Declarant no longer owns at least fifty percent (50%) of the unsold lot(s), this Declaration may be amended, from time to time, by the Owners at a meeting of the Association duly called for such purpose. In order for the Owners to amend this Declaration, a quorum of thirty percent (30%) of the Lot Owners shall be present in person or by proxy. Any amendments by the Association shall require the affirmative vote of two-thirds (2/3) of those present at such meeting in person or by proxy. All approved amendments shall be executed by the President and Secretary of the Association and filed of record with the Lemhi County Recorder. All amendments shall be in conformity with applicable zoning laws, ordinances and regulations in effect at the time of the adoption thereof.

Section 10.5: Governing Law. The Association documents shall be construed and governed under the laws of the State of Idaho.

Section 10.6: Conflicts in Documents. In the event of any conflict between this Declaration and the Articles of Incorporation, or the Bylaws of the Association, this Declaration shall control

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 200____.

**REMINGTON RIDGE, LLC, an Idaho
Limited Liability Company**

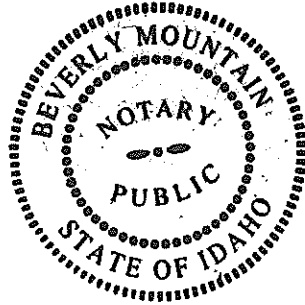
By: Craig Solomon
member

STATE OF IDAHO)
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County of ~~Lemhi~~ Ada)

On this 31st day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig Johnson, known or identified to me to be a Member or Members of the Limited Liability Company that executed the within and foregoing instrument, and acknowledged to me that such Limited Liability Company 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.

(SEAL)



Beverly Mountain
Notary Public For Idaho
Residing at Boise, ID
My Commission Expires: 4-11-21