

**CORRECTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SUNWAY SUBDIVISION NO. 3**

This instrument shall correct, amend, restate and replace, in its entirety, the Declaration of Covenants, Conditions and Restrictions recorded April 20, 2022, as instrument number 2022-007518, in the records of Twin Falls County, Idaho.

THIS CORRECTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 28TH day of APRIL, 20 22 by **DHARMA, LLC**, (hereinafter referred to as "Declarant").

RECITALS:

THIS DECLARATION IS MADE in contemplation and furtherance of the following facts and purposes:

A. Declarant is the owner of certain real property located in the County of Twin Falls, State of Idaho, more particularly described on Exhibit "A" hereto (hereinafter referred to as the "Property"), which Declarant expressly acknowledges and agrees does not include Lot 10 of the Sunway Subdivision No. 3 depicted on Exhibit "A" hereto.

B. Declarant's recording of the Declaration of Covenants, Conditions and Restrictions of Sunway Subdivision No. 3, recorded April 20, 2022, as instrument number 2022-007518, in the records of Twin Falls County, Idaho, was in error, and it is Declarant's intent that such declaration is amended and restated to read in its entirety as set forth herein.

C. It is the intent of the Declarant to develop the Property, in phases, and to reserve unto itself, or its successors, the right to adopt this Declaration of Covenants, Conditions and Restrictions, by reference, in an instrument making the same applicable to any other residential subdivisions which may hereafter be developed within the Property, thereby annexing and placing such subdivisions under and within the purview of this Declaration, and imposing and extending to all such subdivisions and all lots, residential units and common areas situated therein, and to the owners thereof, the obligations and benefits of this Declaration of Covenants, Conditions and Restrictions.

DECLARATION

Declarant hereby declares that the Property, and all real property, lots, residential units and common areas situated therein (which Declarant expressly acknowledges and agrees does not include Lot 10 of the Sunway Subdivision No. 3), shall be held, conveyed, encumbered, leased and used subject to the covenants, conditions, restrictions and equitable servitudes hereinafter set forth or

provided for, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said subdivision, and which shall run with title to the land situated therein, and shall be binding upon, and benefit, all parties now or hereafter having or acquiring any right, title or interest therein, or to any part thereof.

Notwithstanding the foregoing, until one hundred percent (100%) of all the Lots in the Property are transferred by Declarant, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property, nor Declarant's right to use and to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, nor Declarant's right to post signs incidental to construction, sales and/or leasing. Declarant and authorized builders shall have easements for access to and use of such locations and facilities.

ARTICLE I DEFINITIONS

1. Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meaning:

1.1 Annexation. "Annexation" shall mean and refer to the act of Declarant, or its successors, to place additional residential subdivisions of any portion of the Property described on Exhibit "A" hereto, or any property contiguous thereto, under and within the purview of this Declaration of Covenants, Conditions and Restrictions, in the manner herein provided for in Article III.

1.2 Articles. "Articles" shall mean the Articles of Incorporation of the Association.

1.3 Assessments. "Assessments" shall mean assessments described in Article IV.

1.4 Association. "Association" shall mean and refer to Sunway Subdivision No. 3 Homeowners' Association, or any similar name which fairly reflects its purpose, an Idaho non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

1.5 Board of Directors. "Board of Directors" shall mean and refer to the Board of Directors of the Association, and the term may hereinafter be used interchangeably with the term "Board."

1.6 Common Area. "Common Area" shall mean and refer to all real property now or hereafter owned or leased by the Association or in which the Association has an easement including all property indicated as common area on the official plat of any other residential subdivision hereafter placed under and within the purview of this Declaration in the manner herein provided for. The term "Common Area" also includes any storm water retention area within the Property owned by the Declarant.

1.7 Lot. "Lot" shall mean and refer to any lot shown on the official plat of the Sunway Subdivision No. 3, or in the official plat of any other residential subdivision which may be placed under and within the purview of this Declaration, in the manner hereinafter provided for.

1.8 Member. "Member" shall mean and refer to a member of the Association who shall be an Owner and shall qualify for membership in the Association in the manner hereinafter set forth.

1.9 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot within the Property, or any other residential subdivision hereafter placed under and within the purview of this Declaration in the manner hereinafter provided for; provided, however, that the term "Owner" shall not include those having only a security interest in any Lot through a lien, encumbrance, deed of trust, mortgage, or similar security instrument.

1.10 Project Documents. "Project Documents" shall mean the basic documents creating and governing the Property including, without limitation, this Declaration, any supplemental declarations, any recorded plat and any other procedures, rules, regulations or policies adopted under such documents by Declarant and/or the ARC (as such term is defined below), as well as any development plans and associated approvals from the County of Twin Falls and/or other applicable governmental entities.

ARTICLE II COMMON AREA

2.1 Common Area. In conjunction with any subdivision situated on the Property, the Declarant, or its successors may tender Common Area to the Association, which shall be accepted by the Association provided it is for the common benefit of the Property, or the common use and enjoyment of the Owners and their respective family members, guests and invitees. All such Common Area conveyed in fee simple to the Association shall be free and clear of all liens and encumbrances, except easements, restrictions and reservations which are by record and are approved.

ARTICLE III ANNEXATION

3.1 Annexation. The Declarant or its successors may, at any time hereafter, by execution and recordation of an effective Declaration of Covenants, Conditions and Restrictions encumbering any residential subdivision owned by the Declarant or its successors, resulting from the subdivision, re-subdivision or re-platting of any parcel within the Property described in Exhibit "A" hereto, or any property contiguous thereto, place said residential subdivision under and within the purview of this Declaration, and all of its covenants, restrictions and conditions. Upon the recordation of such a declaration, all Lots in said residential subdivision shall be deemed to be Lots hereunder, and all Owners thereof shall thereafter be owners and members of the Association for all purposes hereunder, in same manner, and subject to the same benefits and obligations as though said Lots were originally included in the Property.

3.2 Common Area. Upon Annexation of any residential subdivision pursuant to this Article III, Declarant may deed and convey all Common Area within said subdivision to the Association in the manner provided for in Section 2.1 hereinabove.

3.3 Notice. In the event the Declarant shall intend to annex property as provided in this Article, written notice of such intent shall be given to the Association at least thirty (30) days prior to the recordation of the declaration purporting to effectuate the annexation.

ARTICLE IV ASSESSMENTS

4.1. Agreement to Pay Assessments. Declarant, for each Lot owned by the Declarant, hereby covenants, and each subsequent Owner of any Lot, by acceptance of a deed therefor, whether or not it be so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association the assessments provided for in this Declaration; *provided, however*, that notwithstanding anything contained herein to the contrary, Declarant shall not be obligated to pay assessments on unbuilt Lots of which it is the Owner.

. In the case of joint or co-ownerships, this liability shall be joint and several. Such assessments shall be levied against Lots and collected from time to time in the manner provided in this Article IV.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to defray the costs and expenses incurred by the Association and the performance of the duties and obligations imposed upon it by this Declaration.

4.3 Assessment Years. The first assessment year for the levying of the Association's annual assessments shall commence January 1, 2023.

4.4 Annual Assessments. Annual Assessments against all Lots are hereby authorized which, unless otherwise specifically provided herein, shall be based upon advanced estimates of the cash required by the Association for each assessment year to provide payment for all expenses to be incurred in said assessment year in the conduct of the Association's affairs. Such expenses may include, among other things, those incurred for taxes, insurance, professional services, and maintenance of the Common Area.

4.5 Special Assessments. In addition to the annual assessments authorized hereinabove the Association may levy in any assessment year a special assessment payable over such time as the Association may determine for the purpose of defraying, in whole or in part, the unanticipated cost of any construction, reconstruction, repair or replacement of Common Area improvements, or otherwise defray shortages in annual assessments. This Section shall not be construed as an independent authority for the Association to incur expenses, but shall be construed to prescribe an alternative manner of assessing for expenses authorized in other sections hereof.

4.6 Apportionment of Assessments. Annual and special assessments shall be payable monthly, or at such other intervals as the Board of Directors of the Association may establish. The total of any such installment of annual or special assessment shall be apportioned equally among, and be payable by, the Owners of respective Lots.

4.7 Due Dates for Assessment Payments. Unless otherwise determined by the Board, the monthly assessments and any special assessments which are to be paid in monthly installments shall be paid monthly, in advance, and shall be due and payable to the Association at its office, without notice, on the first day of each month. If any such assessment shall not be paid within fifteen (15) days after it shall have become due and payable, then the Board may assess a "late charge" thereon in an amount not exceeding Fifty Dollars (\$50.00) which amount may be adjusted by the Board from time to time to cover the extra expenses involved in handling delinquent assessment payments.

4.8 Limited Assessments. Notwithstanding the above provisions with respect to annual assessments and special assessments, the Board may levy a limited assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions hereof or the Project Documents or for damage caused by the Owner, or any of such Owner's family, representatives or invitees, including damage to any other portion of the Property.

4.9 Liens for Assessments; Personal Obligation. The assessments provided for in this Article IV, and any and all default assessments arising hereunder (together with any and all interest, costs, late charges, expenses, and reasonable attorney's fees which may arise under this Article), shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot to which such assessments apply. To evidence and perfect such lien upon a specific Lot, the Board shall prepare a written lien notice setting forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof, and any and all other information that the Board may deem proper. The lien notice shall be signed by the President or a Vice-President of the Association, or such other person as may be so authorized by the Board whose signature shall be attested by the Secretary or an Assistant Secretary of the Association, and shall be recorded in the office of the Clerk and Recorder of Twin Falls County, Idaho. Such liens may be foreclosed by appropriate action in court or as otherwise permitted by statute. Each Assessment, together with late charge(s), interest, costs and reasonably attorney fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due.

4.9 Successors' Liability for Assessments. Notwithstanding the personal obligation of each Owner of a Lot to pay all assessments thereon and notwithstanding the Association's perpetual lien upon a Lot for such assessments, all successors in interest to the fee simple title of a Lot shall be jointly and severally liable with the prior Owner thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorney's fees against such Lot, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor; provided, however, that a successor in interest to the fee simple title of a specific Lot shall be entitled to rely upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges,

costs, expenses, and attorney's fees as shown upon any certificate issued by the Association to such named successor in interest.

ARTICLE V INSURANCE

5.1 Public Liability and Additional Insurance Coverage. To the extent it deems appropriate, the Association may obtain a broad form public liability insurance policy covering the Common Area and the acts of the Association and its agents, and the Association may maintain any and all other insurance coverage as the Board may deem advisable.

5.2 Damage or Losses from Association's Insured Hazards. In the event of loss, damage, or destruction by fire or other casualty to any Common Area covered by insurance written in the name of the Association or for which the Association is named as co-insured, whether in its own name or as trustee, the Board shall, upon receipt of the insurance proceeds, contract to repair, reconstruct, or rebuild any damaged or destroyed portions of the Common Area to as good condition as formerly existed.

ARTICLE VI ARCHITECTURAL CONTROL

6.1 Architectural Controls. In order to maintain the architectural aesthetics of any portions of the Property within the purview of this Declaration, no improvements, building, fences or other structures (including without limitation accessory structures, garages, shops, storage sheds, patio covers and any other outbuildings) shall be commenced, constructed, erected, altered, remodeled, removed or maintained upon a Lot, until the plans accurately showing the specifications, dimensions, windows, exterior materials, color and location of the same shall have been submitted to, and approved in writing as to compliance with this Declaration, harmony of external design and location in relation to surrounding structures by an Architectural Review Committee ("ARC") composed of one or more representatives appointed by the Board; *provided, however*, until 100% of the Property has been developed and conveyed to Owners other than builders, Declarant retains the right to appoint all members of the ARC who shall serve at Declarant's discretion. The review and approval or disapproval may be based upon, but not limited to, the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including roofing materials, physical or aesthetic impacts on other properties, conformity to the terrain and the other improvements on the Property, and such other considerations that the ARC in its reasonable discretion deems relevant. The initial the ARC shall consist of Colby Walter. In the event the Board, or the ARC, if one then exists, fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

6.2 Submittal. To obtain consideration of any proposed construction, the Owner proposing the same, shall submit complete plans therefore, and such other relevant documentation

requested by the ARC, to the ARC, together with a design review fee to be established by the Board; provided, however, that the ARC retains the discretion to waive the submission of any such documents or to require the submission of additional documentation. The approval or disapproval of any materials submitted shall be in the sole and reasonable discretion of the ARC. The ARC may approve plans, specifications, applications or other documentation as submitted or on conditions, all of which shall be satisfied prior to commencement of construction.

6.3 Non-Liability for Actions. Neither Declarant, the Board, nor the ARC nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the ARC for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the ARC for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Board or the ARC or the Declarant to recover any such damages. Approval by the ARC shall not be deemed to constitute compliance with the requirements of any local building codes, which shall be the sole responsibility of the Owner.

Consent by the ARC to any matter proposed to it or within its jurisdiction, or failure by the ARC to enforce any violation of the Project Documents, shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent or to enforce any subsequent or similar violation of the Project Documents.

ARTICLE VII MAINTENANCE BY THE ASSOCIATION

7.1 Common Area. The Association shall, as authorized and directed by the Board, have full responsibility for and control over: all maintenance, repairing, replacing of the Common Area, specifically including without limiting the generality of the foregoing, the installation, maintenance and irrigation of grass, trees, shrubbery, flowers, fencing and similar landscape items, and the installation and maintenance of a sprinkling or other irrigation system. The term "Common Area" also includes any storm water retention area within the Property owned by the Declarant.

ARTICLE VIII USE RESTRICTIONS

8.1 Land Use and Building Type. No Lot shall be used except for residential purposes, and no prefabricated, modular, manufactured or existing homes may be moved upon any Lot.

8.2 Size of Residential Structure. The minimum square footage for a one level single-family residence shall be 1800 square feet exclusive of porches and garages. The minimum square footage of two-story single-family residences shall be 2500 square feet with a minimum of 1500

square feet on the first story. A three-car garage is required or as an alternate a detached garage with a minimum of three vehicle capacity is acceptable.

8.3 Minimum Exterior Requirements. 60 percent of the front elevation must be of brick, stone, synthetic stucco or other masonry material approved by the ARC. No vinyl siding will be permitted for exterior finishes. Exterior elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries and other significant jobs in the exterior walls are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Double gables over the entire width of a 3-car garage are discouraged. Stacked rooms over garages shall incorporate a change in the front plane of the garage to avoid large, unbroken vertical surfaces. Where siding is used, batten boards, shakes, or trim shall be located as symmetrically as possible and contribute to the balance of the design and character of the improvement.

Unless otherwise approved by the ARC as compatible with a particular architectural design or style, the minimum pitch for roofs, excluding roofs at porches and deck covers, shall be **6/12**. Steep front-to back roof pitches may be required on shorter roof spans if needed to provide greater street presence. Broken rooflines are required. A long expanse of unbroken roofline will not be approved, and therefore should be broken up with intersecting gables and/or dormers. Roof vents and other ventilation pipes shall be located on the rear elevation except where impractical and shall otherwise be installed in an inconspicuous location and manner.

Architectural and aesthetic balance shall be a primary concern in determining how much brick or stone will be required. Requests for exceptions to exterior finish requirements must be approved in advance by the ARC.

8.4 Compliance with County Requirements. All improvements must conform with the applicable laws, rules and regulations of the County of Twin Falls, including, but not necessarily limited to, applicable zoning ordinance provisions, building codes, electrical codes and plumbing codes. All permits required in connection with any construction on any Lot shall be the obligation of the Lot Owner and/or the party proposing said improvements.

8.5 Signage. No signs shall be permitted which advertise any home occupation or other business activity unless otherwise approved by the Association; provided, however, that the provisions of this section shall not prevent the installation and maintenance of a sign advertising the premises for sale, provided it is of a type and size customarily used by professional realtors in the City of Twin Falls, and conforms to all applicable County regulations.

8.6 Vehicles, Equipment and Parking. Each Lot, when improved with a residential structure, shall have a finished, hard surface driveway with sufficient space thereon to park at least two automobiles without encroaching into the adjoining street right-of-way. Driveways must be hard surfaced to extend to the county road. In addition, every residential unit constructed on a Lot shall have not less than a three-car garage.

The use of all vehicles and equipment, including, without limitation, trucks, automobiles, motorcycles, recreational vehicles, all-terrain vehicles, motor homes, motor

coaches, campers, trailers, snowmobiles, boats, and maintenance equipment shall be subject to the terms hereof, including without limitation the following:

- (a) no on-street parking shall be permitted;
- (b) no abandoned vehicles, inoperable vehicles (that is, any vehicle which has not been driven under its own propulsion for a period of thirty (30) days or longer), dilapidated vehicles, unrepaired vehicles or unsightly vehicles shall be permitted on any Lot unless the same are screened from view; and
- (c) no equipment, tools, propane tanks, air conditioners, or any other mechanical or storage equipment shall be located in front of any dwelling and any such equipment must be screened from view.

8.7 Recreational Vehicles. Recreational vehicles, including, but not necessarily limited to, boats, mobile homes, trailers, campers, and snow mobiles, shall be permitted on any Lot, provided, they are parked and/or stored behind the front yard set back area and are screened from the street by a 6 foot tall privacy fence.

8.8 Animals. No animals other than that herein specified shall be raised, bred, or kept on any Lot. Dogs, cats and other household pets are allowed provided they are not kept, bred or maintained for commercial purposes. No equine, bovine, swine or poultry shall be kept or maintained on any Lot.

Each Owner may keep typical household pets which do not unreasonably bother or constitute a nuisance to others on the Lot. Consistent and/or chronic barking by dogs or similar sounds by other household pets shall be considered a nuisance. Each dog or other similar household pet on the Property shall be kept on a leash and otherwise controlled at all times when such animal is off the premises of its owner and are to be kept in compliance with all applicable State and local laws and ordinances. Owners and residents must immediately pick up after their pets if the pets defecate in any public right-of-way, Common Area or on the property of others. The construction of dog runs, other pet enclosures, barns or other animal-related outbuildings shall be subject to applicable provisions of this Declaration and ARC review and shall be appropriately screened and maintained in a sanitary condition. Dog runs, pet enclosures, barns or other animal-related outbuildings shall not be placed in any front yard of a Lot without the prior approval of the ARC.

8.9 Trees. No cottonwood trees, Chinese elm trees, or other similar species subject to pest infestation shall be planted on any Lot.

8.10 Antennae and Exterior Energy Devices. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless such is located in an area that is not unsightly to surrounding Owners. No energy production devices, including without limitation, generators of any kind, windmills, turbines, solar panels or solar

power generation equipment, shall be constructed or maintained on the Property without prior written approval from the ARC.

8.11 Landscaping. All landscaping on a Lot, unless otherwise specified by the ARC, shall be completed as soon as reasonably practical following completion of the residential structure on such Lot. All lots shall be landscaped within 120 days of occupancy. December, January and February shall not be included in the 120 days. Not less than 50 percent of entire lot shall be landscaped.

8.12 Irrigation & Sprinklers. The pressure irrigation system will supply water to each building lot between 40-80 psi. For design purposes on individual building lots, each property MUST design their sprinkler system to use a minimum of 15 gallons a minute at 40 psi to ensure adequate coverage and water flow.

Watering Schedule. Watering schedule shall be as follows: Even numbered address; 0,2,4,6,8 water on even numbered calendar days. Odd numbered address; 1,3,5,7,9 water on odd numbered calendar days. Watering may occur any time during the 24 hours of the designated day.

Pressure Irrigation & Maintenance. The Association operates and maintains: The pump station (including pump maintenance and weed control), mainline distribution pipe running throughout the subdivision, service lines up to the first shut-off valve on each Lot. Homeowners operate and maintain: Individual filters and sprinkler systems (including underground pipe or water lines located on such Owner's Lot that service such Owner's Lot) after the first shutoff valve on their property, any ditches or berms or water collection sites/low spots on their property. Irrigation water is non-potable and is not safe for consumption. Each Owner shall accept the responsibility to keep individuals including children (and pets if necessary) from consuming irrigation water on their property.

No Liability for Quality or Quantity of Water. To the extent permitted by law, neither the Declarant nor the Association (nor any of its or their employees, agents, officers, members, shareholders, directors, or managers thereof) shall have any liability of any kind to any Owner, occupant and/or any other person for any losses, damages, or bodily injuries relating in any respect to the quantity of irrigation water or the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. To the extent permitted by law, each Owner, occupant and/or other persons accepts the risk of using the irrigation water and waives and releases any and all claims relating hereto.

8.13 Fencing. All fencing shall be white vinyl or approved by the ARC prior to installation.

8.14 Construction.

8.14.1 All residential structures shall be built by a full-time, qualified, licensed building contractor, who must be approved by the ARC. The contractor shall be responsible for obtaining all necessary permits, licenses and approvals

required by the county of Twin Falls and the State of Idaho at the time of construction.

- 8.14.2 Each potential owner or contractor shall inspect the Lot prior to purchase and construction for condition of all the utilities, location of property pins, and general conditions and report any defects or damages to the Declarant. Unless otherwise notified, all improvements shall be considered in good repair and all damages or deficiencies thereafter shall be the responsibility of the Owner or contractor. The Declarant or its engineer will relocate missing property pins or sewer markers that cannot be located by ordinary inspection (including light digging to uncover buried pins or markers) prior to closing or commencement of construction. In the event Declarant is required to reset property pins or sewer markers after closing or commencement of construction, or otherwise locate existing property pins and sewer markers, the Owner of the respective Lot shall pay to Declarant the costs thereof, subject to a minimum charge of \$300.00.
- 8.14.3 Any work or other activity in connection with the construction or installation of improvements shall be conducted on such days and at such times during the day as to not constitute or result in an unreasonable nuisance or annoyance to neighboring Lots. Work times shall be no earlier than 6:00AM and not later than 10:00PM unless approved by the ARC.
- 8.14.4 Streets shall remain free from dirt, gravel, or other excavation material and shall be maintained by the Owner or contractor in a clean and orderly manner. Washout of concrete trucks and equipment will be performed in a concrete washout area designated by the ARC. If no washout area has been designated at the time of the needed concrete washout, then the washout shall occur outside of the Property.
- 8.14.5 Jobsites shall be tidied up and free of debris each evening and prior to each weekend. Each contractor shall provide a trash bin/dumpster at the jobsite. Jobsite trash or debris that may be scattered by wind shall be properly contained in trash bins/dumpsters, or otherwise contained. Contractors and Owners who fail to maintain the Lot in an orderly manner or allow construction debris to clutter other portions of the Property may be subject to appropriate action from the Board or the Association.
- 8.14.6 Temporary toilets, construction equipment, and construction material shall be contained within the Lot. All vehicles will be parked within the Lot boundaries or on public streets immediately adjacent to the Lot and shall not block traffic, mailboxes, or otherwise interfere with Owners or other Lots. Unrestrained dogs shall not be allowed at construction sites on the Property. The volume level of radios and other music shall be kept at a reasonable level,

as to not disturb Owners or other Lots. Power and water shall not be used from existing improvements without permission from the Owner thereof.

8.14.7 Owners shall complete the construction of approved improvements within a reasonable period of time after commencing construction thereof, except in the event of, and only for so long as such completion is rendered impossible or would result in great hardship to Owner due to strikes, fires, actor of God, actual inability of Owner or contractor to procure deliveries of necessary materials, or by other forces or persons beyond control of the Owner. Financial inability of Owner or a contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond its control. The determination of a reasonable time for completion of improvements shall be within the discretion of the ARC.

8.14.8 In the event any construction is not completed in a good and workmanlike manner, in substantial conformity with the plans and specifications approved by the ARC, or within the time limits provided herein, and such failure is not excused by the provisions of this Declaration or the ARC, the failure shall be deemed a nuisance, and the Board shall have the right to enter upon the Lot and to have such incomplete construction removed or to carry such construction forward to completion, and the costs and expenses incurred in such removal or completion shall be subject to the provisions of Project Documents related to Assessments (including without limitation limited assessments) and may be the subject of a lien upon the Lot in accordance with the provisions of the Project Documents.

8.15 Mailboxes All mailboxes shall be of consistent design as approved by the ARC and shall be located as determined by ordinances of the county of Twin Falls, and as directed by the U.S. Postal Service and the ARC.

8.16 Exterior Maintenance: Owner's Obligation. No improvements shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair at the expense of the Owner. Prior to completion of the residential structure on a Lot, the Owner shall keep such Lot in good condition, including without limitation keeping weeds mowed. In the event the Owner does not mow the weeds thereon at least twice per year, the Association may, in the sole and absolute discretion of the ARC, undertake such mowing and bill the Owner for the costs thereof, which bill must be paid by the Owner within 30 days of receipt.

8.17 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Refuse

and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view except that refuse, garbage, and trash for collection may be placed on the public or private street right of way on regular collection days for a period not to exceed 12 hours.

8.18 Residential Use of Property, Businesses Prohibited. No Lot shall be used except for residential purposes and in conformity with then-current zoning ordinance(s). No Lot, Common Area or public right-of-way shall be used for the conduct of any trade or business or professional activity other than in-home businesses that require no signage, do not result in a material increase in traffic into the subdivision, and are conducted in accordance with the rules and regulations of the County or City of Twin Falls (as applicable).

8.19 No Hazardous Activities. No activities shall be conducted on the Property, and no improvements shall be constructed on the Property, that are or might be unsafe or hazardous to any person or property.

8.20 Insurance Rates. Nothing shall be done or kept on the Property and/or any Lot that will increase the rate of, or cancel any, insurance on any other portion of the Property without the approval of the Owner(s) of such other portion, nor shall anything be done or kept on the Property and/or any Lot that would be in violation of any law.

8.21 No Mobile Homes or Temporary Structures. No house trailer, manufactured home, mobile home, tent (other than for short term recreational use), shack or other temporary building shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Providing however, that a mobile office may be placed upon a portion of the Property by Declarant or Declarant's agents and/or employees for the purpose of construction, operation and/or marketing of the Property or other adjacent land until all such construction and/or marketing is complete.

8.22 Declarant's Right of Development. Nothing contained herein shall limit the right of Declarant to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, or to complete excavation, grading and construction of improvements to and on, under or about any portion of the Property owned by Declarant, or to alter the foregoing and Declarant's construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Property so long as any Lot in the Property remains unsold by Declarant. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the development work and disposing of the Property by sales, lease or otherwise.

Declarant, in Declarant's sole discretion and in accordance with all applicable state and local zoning laws, may amend and modify any development plans or other Project Documents applicable to development of the Property. By acceptance of a deed to any property in the Property, each Owner of such property thereby acknowledges and agrees the development plans

and other Projects Documents for the Property may be amended, modified or changed in Declarant's sole discretion, so long as the changes are consistent with applicable state and local zoning laws. Each Owner by acceptance of a deed to any Lot or other property within the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property or any property owned by Declarant and adjacent to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Declarant to any and all persons.

ARTICLE IX THE ASSOCIATION

9.1 Association. The Association shall be initially organized by Declarant as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles and by-laws of the Association and this Declaration. Neither the Articles nor the by-laws of the Association shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

9.2 Membership. Every Owner of a Lot within any subdivision which is under and within the purview of this Declaration shall be a member of the Association. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. There shall be only one membership appurtenant to each Lot, and every Owner shall be entitled to one membership for each Lot owned.

9.3 Voting Rights. Each membership shall be entitled to cast one vote in all elections or other actions in which the members are required or permitted to vote pursuant to the Articles and by-laws of the Association; *provided, however*, that Declarant shall be entitled to ten votes per membership; *provided, further*, that no Owner(s) other than Declarant shall be entitled to vote prior to the Declarant Termination Date (as such term is defined below). The "Declarant Termination Date" shall be the first to occur of (a) the date designated in writing by Declarant, or (b) the date that Declarant has deeded the last Lot in the Property to an Owner other than Declarant.

ARTICLE X GENERAL PROVISIONS

10.1 Enforcement. The Association, and all Owners, shall have the right to enforce, by proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed pursuant to the provisions of this Declaration. Failure to enforce any covenant, conditions or restriction herein contained at any time shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall have the power to perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advised or necessary to enforce any of the

provisions of hereof or the Project Documents and any and all state or local laws, ordinances, rules and regulations. This shall include, without limitation, the recordation of any claim of lien with the Twin Falls County Recorder's Office, as more fully provided herein. In addition, the Association, after reasonable notice to the offender and/or to the Owner, may remove any improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration, and the Owner of the improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner shall be applicable. For the avoidance of doubt, exercise of the rights of enforcement under this Section 10.1 shall be undertaken (if at all) when and to the extent determined by the Association, in its sole and absolute discretion. Nothing contained in this Section 10.1 shall obligate the Association to take any action(s) that it deems unnecessary or impractical, in its sole and absolute discretion.

10.2 Personal Liability. No member of the Board, or member of any committee of the Association, the ARC, or any officer, member of manager of the Association or Declarant, shall be personally liable to any Owner, or to any other party including, without limitation, 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, or any officer, committee, or other representative or employee of the Association, Declarant, or the ARC, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional negligence and/or misconduct.

10.3 Severability. Invalidity of any one of the covenants, conditions or restrictions herein contained shall in no way effect the validity or effectiveness of any other provisions.

10.4 Amendment. The covenants, conditions and restrictions of these Declarations shall encumber, and run with the title to, all real property now or hereafter made subject hereto, from and after the date this Declaration is recorded in the official records of Twin Falls County, Idaho. This Declaration, or any provision hereof, may be amended at any time by an instrument signed by the Owners of not less than 66 2/3% of the total number of Lots within the purview of this Declaration; *provided, however*, that for so long as it owns a Lot, the Declarant must also consent to such amendment. Any such amendment must be recorded in the official records of Twin Falls County, Idaho, to be effective.

DATED this 28TH day of APRIL, 2022.

DECLARANT

DHARMA, LLC.




Colby Walter

STATE OF IDAHO)
)ss
County of Twin Falls)

On this 28th day of APRIL 2022, before me, a Notary Public in and for said county and state, personally appeared Colby Walter, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



NOTARY PUBLIC FOR IDAHO
Residing at: TWIN FALLS
Commission Expires: 8-15-2024

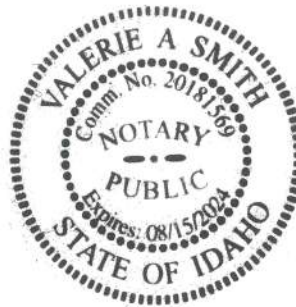
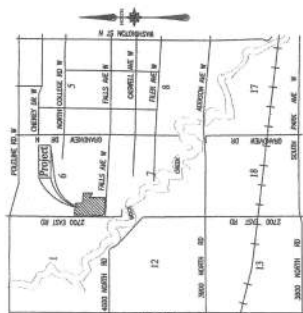


Exhibit A

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Block 2, of the Sunway Subdivision No. 3, Twin Falls County, Idaho, according to the official plat thereof recorded on April 20, 2022, as Instrument No. 2022-007515, and attached hereto.

SUNWAY SUBDIVISION NO. 3
A Re-Subdivision and Re-Numbering of
Lot 2, Block 1 Sunway Conveyance Plat
SW 4, Section 6
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2022



Vicinity Sketch:

N.T.S.

Survey References

- #2016-008085 SUNWAY SUBDIVISION NO. 2
- #2015-004500 SUNWAY CONVEYANCE PLAT
- #2008-016989 THERBERT SUBDIVISION
- #2002-008146 SUNFLOWER ESTATES SUBDIVISION
- #1998-018326 BRADSHAW SUBDIVISION CORRECTION PLAT
- #1995-007798
- #1992-014674 KEENEY SUBDIVISION
- #2000-002288
- #0000-716962 RIM VIEW ESTATES SUBDIVISION

Deed References

- #2020-000981
- #2020-000036
- #2015-009175

Surveyor's Narrative

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE LOT 2, BLOCK 1 SUNWAY CONVEYANCE PLAT, RECORDED MARCH 26, 2015 AS INSTRUMENT NO. 2015-004500, TWIN FALLS COUNTY RECORDS, FOR RE-RECORDING AND RE-RECORDING PREVIOUS MAPS AND/OR CORNER PERPETUATION AND FILING RECORDS.

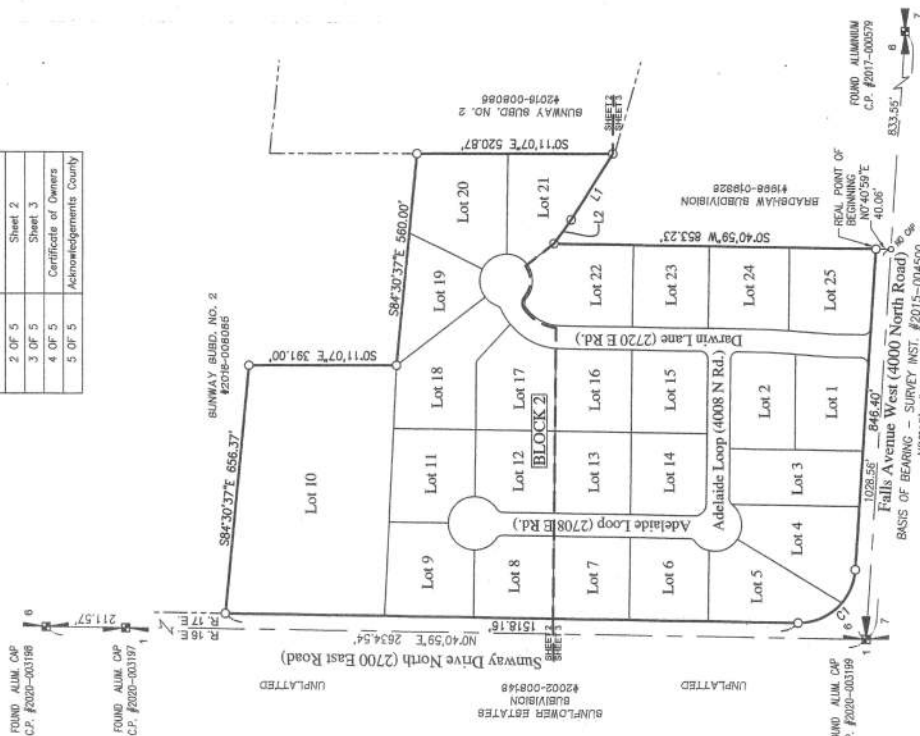
Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL."

[Signature] 4/6/22
 RDHS, SOUTH CENTRAL PUBLIC HEALTH DISTRICT DATE:

Note: THE LOTS ON THIS PLAT ARE SUBJECT TO RESTRICTIONS CONCERNING THE LOCATION OF WELLS AND SEPTIC SYSTEMS. THESE RESTRICTIONS ARE ON FILE AT SOUTH CENTRAL PUBLIC HEALTH DISTRICT AND SEPTIC SYSTEM LOCATIONS SHALL NOT BE ISSUED UNLESS THEY CONFORM TO THESE RESTRICTIONS.

Sheet List Table	
Sheet Number	Sheet Title
1 OF 5	Plot Face
2 OF 5	Sheet 2
3 OF 5	Sheet 3
4 OF 5	Certificate of Owners
5 OF 5	Acknowledgments County



Line Table

LINE #	BEARING	DISTANCE
L1	N67°41'01"W	203.70'
L2	N63°52'53"W	76.20'

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRC
C1	86°54'04"	150.00'	227.51'	206.32'	142.10'	N42°46'03"W

THERBERT SUBDIVISION #2008-028719
 UNPLATTED
 KEENEY SUBDIVISION #1992-014674
 RIM VIEW ESTATES SUBDIVISION #0000-716962

Legend

- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR LS 10110 OR AS NOTED
- FOUND 1/2" REBAR (AS NOTED)
- SET 5/8" x 24" REBAR & CAP - LS 10110
- SET 1/2" x 24" REBAR & CAP - LS 1000

Easement Key

- (A) UTILITY, DRAINAGE & IRRIGATION EASEMENT
- (B) IRRIGATION EASEMENT



TWIN FALLS COUNTY
 2022-007515
 Apr 20, 2022 9:38:25 AM
 Fee: \$ 55.00
 Kristina Glascock, County Clerk
 Deputy: SRANAC

EHM Engineers, Inc.



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD B'RG
C12	53°09'07"	118.00'	107.61'	103.79'	58.03'	S27°15'32"W
C13	76°36'56"	20.00'	26.74'	24.80'	15.80'	N87°51'26"W
C14	78°02'35"	70.00'	95.35'	88.15'	56.73'	S88°34'15"E
C15	51°43'28"	70.00'	63.19'	61.07'	33.93'	N26°32'43"E
C16	64°46'10"	70.00'	79.13'	74.98'	44.40'	N31°42'06"W
C17	63°30'21"	70.00'	77.59'	73.68'	43.32'	S84°09'38"W
C18	31°41'51"	70.00'	38.73'	38.23'	19.87'	S36°33'32"W
C19	44°24'55"	20.00'	15.50'	15.12'	8.16'	N42°55'04"E
C20	14°42'32"	176.00'	45.18'	45.06'	22.72'	S57°46'16"W
C21	90°00'00"	146.00'	229.34'	206.48'	146.00'	S45°40'59"W
C22	46°15'03"	176.00'	142.07'	138.25'	75.16'	S27°17'28"W
C23	37°28'58"	176.00'	10.70'	10.70'	5.35'	S22°52'28"W
C26	56°15'04"	20.00'	19.64'	18.86'	10.69'	S28°48'31"W
C27	56°15'04"	70.00'	68.72'	66.00'	37.42'	N28°48'31"E
C28	90°00'00"	70.00'	109.96'	98.99'	70.00'	N44°19'01"W
C29	90°00'00"	70.00'	109.96'	98.99'	70.00'	S45°40'59"W
C30	56°15'04"	70.00'	68.72'	66.00'	37.42'	S27°26'33"E
C31	56°15'04"	20.00'	19.64'	18.86'	10.69'	N27°26'33"W

Line Table

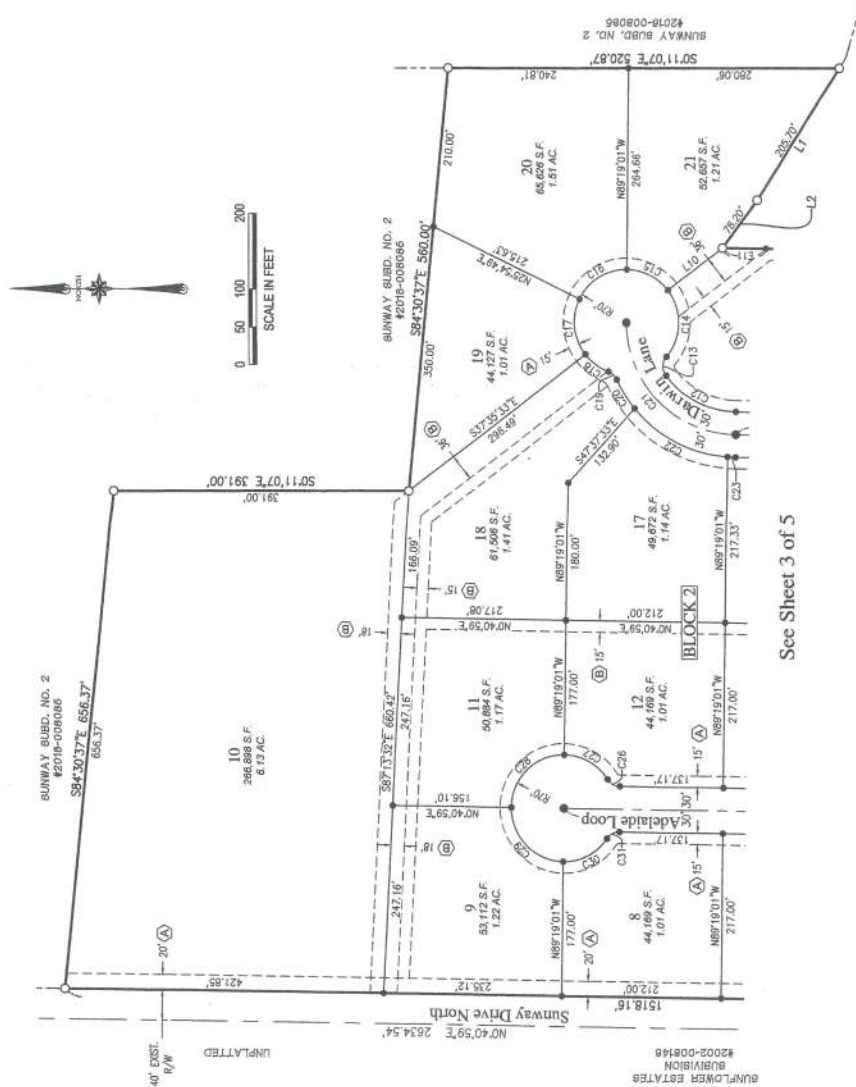
LINE #	BEARING	DISTANCE
L1	N57°41'01"W	205.70'
L2	N53°52'53"W	78.20'
L10	N37°35'33"W	91.52'

Easement Line Table

LINE E#	BEARING	DISTANCE
E11	N0°40'59"E	58.12'

Easement Key

- UTILITY, DRAINAGE & IRRIGATION EASEMENT
- IRRIGATION EASEMENT



See Sheet 3 of 5

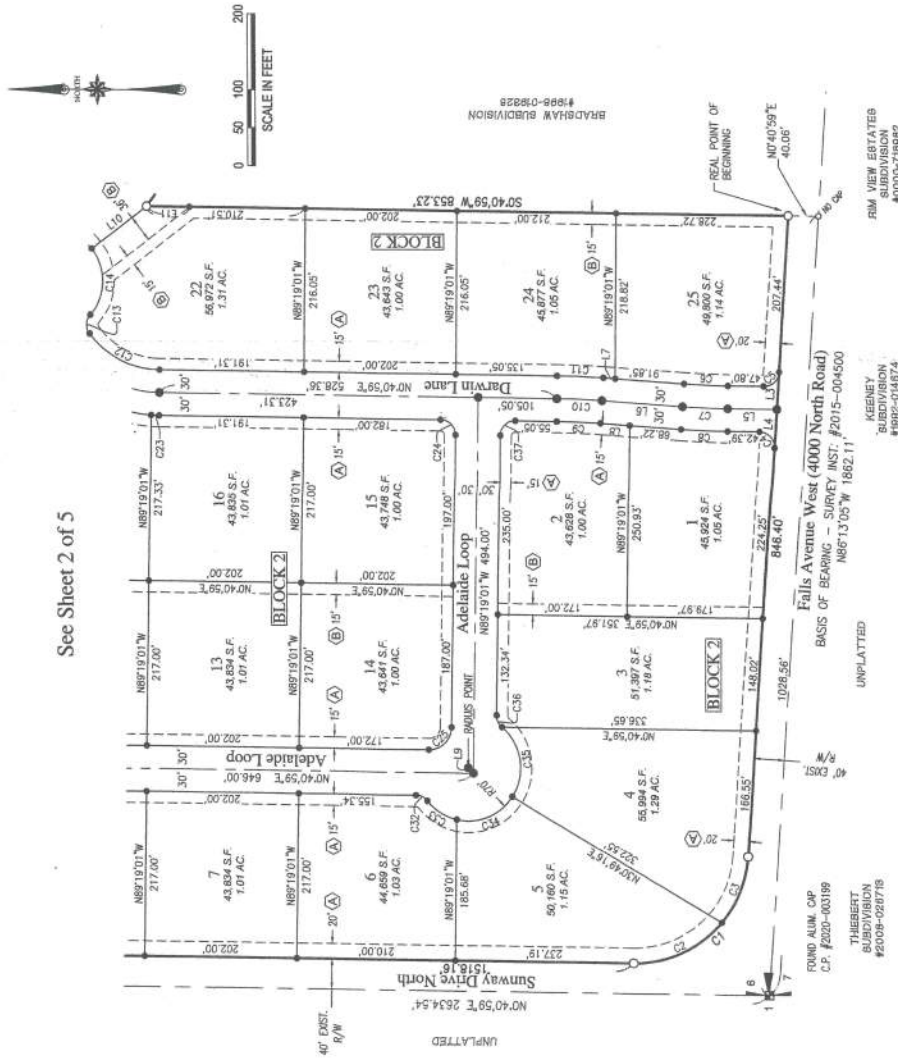


TWIN FALLS COUNTY
 2022-007515
 Apr 20, 2022 9:38:26 am
 For EHM ENGINEERS
 10000 E. 10th St., Suite 100
 Denver, CO 80231
 County Clerk



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	86°54'04"	150.00'	227.51'	208.32'	142.10'	N42°46'03"W
C2	50°35'42"	150.00'	132.46'	128.20'	70.90'	N24°46'52"W
C3	36°18'22"	150.00'	95.05'	93.47'	49.18'	N68°03'54"W
C4	83°05'56"	20.00'	32.50'	29.04'	21.11'	N47°13'57"E
C5	86°54'04"	20.00'	30.33'	27.51'	18.95'	S42°46'03"E
C6	3°25'52"	970.00'	58.00'	58.08'	28.05'	S22°35'55"W
C7	3°25'52"	1000.00'	58.88'	59.88'	29.95'	S22°35'55"W
C8	3°25'52"	1030.00'	61.68'	61.67'	30.85'	S22°35'55"W
C9	3°25'52"	970.00'	58.09'	58.08'	29.05'	N22°35'55"E
C10	3°25'52"	1000.00'	58.88'	59.88'	29.95'	N22°35'55"E
C11	3°25'52"	1030.00'	61.68'	61.67'	30.85'	N22°35'55"E
C12	53°09'07"	118.00'	107.61'	103.79'	58.03'	S27°15'32"W
C13	76°36'56"	20.00'	26.74'	24.80'	15.80'	N87°51'25"W
C14	78°02'35"	70.00'	95.35'	88.15'	56.73'	S88°14'15"E
C23	3°28'58"	178.00'	10.70'	10.70'	5.35'	S22°28'28"W
C24	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°40'59"E
C25	90°00'00"	30.00'	47.12'	42.43'	30.00'	S44°19'01"W
C32	50°38'42"	20.00'	17.88'	17.11'	9.46'	N26°00'20"E
C33	38°19'51"	70.00'	46.83'	45.96'	24.33'	S32°09'45"W
C34	70°04'34"	70.00'	85.61'	80.38'	48.08'	S22°02'27"E
C35	82°52'59"	70.00'	101.26'	92.66'	61.80'	N81°28'46"E
C36	50°38'42"	20.00'	17.68'	17.11'	9.46'	S65°21'38"W
C37	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°19'01"W



Line Table

LINE #	BEARING	DISTANCE
L3	S86°13'05"E	48.99'
L4	S86°13'05"E	51.16'
L5	S0°40'59"W	65.12'
L6	N4°06'51"E	107.18'
L7	N4°06'51"E	15.33'
L8	N4°06'51"E	38.97'
L9	N45°40'59"E	10.00'
L10	N37°35'33"W	61.52'

Easement Line Table

LINE #	BEARING	DISTANCE
E11	N0°40'59"E	58.12'

Easement Key

- UTILITY, DRAINAGE & IRRIGATION EASEMENT
- IRRIGATION EASEMENT



TWIN FALLS COUNTY
2022-007515
APR 29, 2022 9:36:26 AM
KARSTEN GLASSCOCK, County Clerk
Dedee: SBANJAC

OWNERS

PURSUANT TO IDAHO CODE 22-2407, MAINTENANCE AND WEED CONTROL FOR ALL LOTS SHALL BE THE RESPONSIBILITY OF THE PROVIDER UNTIL THE LOTS ARE SOLD AND THEREAFTER IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.

NAME: DOMINIC COMANU / HEAD PASTOR / PRESIDENT

ACKNOWLEDGMENT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

47.07 - F1.0

EHM Engineers, Inc.

TWIN FALLS COUNTY
2022-007515
Apr 20, 2022 9:38:26 am
For: EHM ENGINEERS
Kristina Glascock, County Clerk
County: SRANIAC



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HANSON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY AND THAT I COMPLY WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.



COUNTY COMMISSIONER'S APPROVAL

THE FOREGOING PLAT WAS DULY ACCEPTED AND APPROVED BY THE BOARD OF COMMISSIONERS OF TWIN FALLS COUNTY, IDAHO, THIS DAY OF April, 2022.

[Signature]
CHAIRMAN

[Signature]
CLERK

HIGHWAY DISTRICT APPROVAL

THE FOREGOING PLAT WAS DULY ACCEPTED AND APPROVED BY THE TWIN FALLS HIGHWAY DISTRICT BOARD OF COMMISSIONERS, BUT IN NO WAY OBSTRUCTS THE TWIN FALLS HIGHWAY DISTRICT UNTIL THE TRAVEL WAYS ARE OFFICIALLY APPROVED AND DECLARED OPEN.

DATED THIS 16th DAY OF April, 2022

[Signature]
CHAIRMAN

[Signature]
CLERK

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

[Signature] L. 9858
DATE 3/4/2022

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF BOONVILLE } ss

ON THIS 4th DAY OF March, 2022, AT 9 AM, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERSON, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC
Boonville, Idaho
1-16-2028
COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

[Signature]
COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 18-1308 DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

[Signature]
DATE 3/4/2022

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. 2022-007515

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS } ss

ON THIS 20th DAY OF April, 2022, AT 9:38 AM, THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK 27, ON PAGE 84.

[Signature]
DEPUTY

[Signature]
EX-OFFICIO RECORDER



EHM Engineers, Inc.