AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
HARVEST HEIGHTS SUBDIVISION – PHASE TWO

(Amends, Restates and Replaces Instruments Nos. 327923, 329638 and 332230)

This Amended and Restated Declaration of Protective Covenants for Harvest Heights Subdivision – Phase Two (this "Declaration") is made and entered into this 19th day of June, 2009 by Harvest Heights, LLC, an Idaho limited liability company ("Declarant"), to amend, restate and replace in their entirety the Declaration of Protective Covenants for Harvest Heights Subdivision – Phase Two recorded in Madison County, Idaho on May 5, 2006 as Instrument # 327923 and on July 18, 2006 as Instrument # 329638 (collectively, "Phase 2A Declaration"), pursuant to Section 25 thereof, and the Declaration of Protective Covenants for Harvest Heights Subdivision – Phase 2B recorded in Madison County, Idaho on October 27, 2006 as Instrument # 332230, pursuant to Section 25 thereof ("Phase 2B Declaration"). Upon the recording of this Declaration, the Phase 2A Declaration and the Phase 2B Declaration shall be of no further force or effect.

WHEREAS, the real property described on Exhibit A (the "Real Property") attached hereto is subject to this Declaration, and;

WHEREAS, the Real Property has been platted and divided into building lots pursuant to Final Plat Harvest Heights Division 2A recorded in Madison County, Idaho on May 5, 2006 as Instrument # 327924 and Final Plat Harvest Heights Division 2B recorded in Madison County, Idaho on October 27, 2006 as Instrument # 332231 and is known as Harvest Heights Subdivision – Phase Two (the "Subdivision"), and;

WHEREAS, Declarant desires to impose certain protective covenants for the mutual benefit of all current and future owners of the building lots within the Subdivision.

NOW THEREFORE, Declarant does hereby certify and declare that all or any portion of the Subdivision shall be owned, held and enjoyed by any and all current and future owners of all or any portion of the Subdivision, and their heirs, successors and assigns, subject to the following restrictions and covenants:

1. **LAND USES AND BUILDING TYPE** – All lots located in the Subdivision shall be used for single family residences only. Except as provided herein, no building shall be erected, altered, placed or permitted to remain on any such lot other than one single -family dwelling not to exceed two stories in height with a private attached garage for at least three (3) cars. No pre-built or log homes of any nature shall be permitted on any lot, nor shall any condominium, apartment or other multiple-dwelling structure be built. Sheds or detached garages may be allowed in accordance with the written approval of the ACC (defined below); provided that such structures will be constructed with the same kinds of materials and have the same appearance as the dwelling constructed on said lot and shall be located on the rear of the lot. Any shed or detached

Instrument # 355028
REXBURG, MADISON, IDAHO
6-30-2009 11:22:30 No. of Pages: 10
Recorded for : BILLY G. DUPREE, JR. ESQ.
MARILYN R. RASMUSSEN Fee: 30.00
Ex-Officio Recorder Deputy

garage must have the prior written approval of the ACC (defined below) as to plans, design, dimensions, construction materials, color and site location on the lot.

2. **ARCHITECTURAL CONTROL COMMITTEE** – The Architectural Control Committee (the "ACC") shall be composed of Jill Smith and Richard Smith, or the survivor of them, until Declarant has sold all building lots within the Subdivision or they, or the survivor of them, shall resign in writing. Thereafter, the members of the Board of Directors of the Association (defined below) shall be the members of the ACC.

3. **ARCHITECTURAL CONTROL** – No building shall be erected, placed or altered on any lot until construction plans and specifications ("Plans") showing all information required by the ACC, including without limitation the dimensions and location of the structure proposed to be built on the lot and the materials to be used for the exterior finish, roofing and mailbox, have been submitted by the lot owner to the ACC for its review and have been approved in writing by the ACC. Approval of any Plans shall be within the sole discretion of the ACC. Said approval shall be based on, but not limited to, a review of the quality of workmanship, construction materials, design, exterior color, overall dimensions, harmony with existing structures, and the location on the lot which shall include the topography and finish grade elevation. The ACC shall endeavor to respond to submitted Plans within thirty (30) days after submission. Unless the Plans are approved in writing by the ACC, they shall be deemed to be disapproved. Any changes in approved Plans must be submitted to the ACC for review and written approval before construction begins. The lot owner shall be required to remove and correct, at the lot owner's sole expense, any part of any dwelling or other structure constructed on the lot that does not comply with the ACC approved Plans.

4. **DWELLING QUALITY AND SIZE** – It is the intention and purpose of these covenants to insure that all structures within the Subdivision shall be of high quality workmanship and materials, and that as each home is built, it shall enhance the value of the other homes in the Subdivision. All structures shall be of a "stick built" construction type. Mobile homes, manufactured housing and modular homes are specifically not permitted. All dwellings, mailboxes and ACC approved sheds and detached garages in the Subdivision must comply with the following requirements, except for variances authorized in writing by the ACC:

> Single Story Dwelling: Single story dwellings shall have a ground floor area, exclusive of open porches, garages, and basements, of not less than two thousand two hundred (2,200) square feet.
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> One and a Half Story, Two Story and Bi-level Dwellings: One and a half story, two story and bi-level dwellings shall have a ground floor area, exclusive of open porches, garages, and basements of not less than two thousand two hundred (2,200) square feet; provided, that such a dwelling shall contain not less than a total of three thousand (3,000) square feet, exclusive of any basement space, garage and open porches.
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> Garage: Each home must have at minimum, a three-car enclosed garage attached to the dwelling. Open car-ports are not allowed.

Exterior Finish: Exterior finish shall be of brick, stone, or stucco. Siding material may be applied to the rear of the home if approved by the ACC. No vinyl siding is allowed. All dwellings shall have brick or stone on 50 % of the exterior of the dwelling unless a variance is granted by the ACC. Said materials shall include coverage on the front and sides of the house.

Minimum Setback: No dwelling or other ACC approved structure shall be located on any lot nearer to the street than fifty (50) feet. Side setbacks on dwellings or other ACC approved structures built on corner lots shall conform to the front setback requirement or such other greater setback distance as may be required by the ACC.

Roofing: All roofing must be cedar shakes or asphalt shingles, unless otherwise approved in writing by the ACC. No roof covering of a metal substance shall be allowed, unless an exception is granted by the ACC, and then only if the metal roof covering is textured to such a degree as to have the appearance of shingles or tiles. All roofs on any home or other structure shall have a minimum pitch of 8 x 12.

Color: Exterior colors of the dwelling must be earth tones, unless otherwise approved in writing in advance by the ACC.

Sheds and Detached Garages: Sheds and detached garages may be allowed in accordance with the written authorization of the ACC. Such approved structures must be constructed in the rear of the lot at a location approved by the ACC. Such approved structures must be constructed with the same kinds of materials and have the same appearances as the dwelling constructed on the lot. The plans, design, dimensions, construction materials, color and site location of any shed or detached garage must be approved in writing by the ACC prior to commencement of construction.

Mailboxes - Mailboxes located in the Subdivision shall comply with all U.S. Postal Services rules and regulations and shall be constructed of brick or rock. The design, dimensions, construction materials, color and site location must be approved in writing by the ACC prior to commencement of construction

5. **CONTRACTOR CONSTRUCTED DWELLINGS** - All dwellings must be built by a full-time, qualified, licensed building contractor, who must be approved by the ACC. The contractor shall be responsible for obtaining all necessary permits, licenses and approvals required by the City of Rexburg and the State of Idaho at the time of construction. All subcontractors shall be subject to the approval of the ACC.

6. **TIME FOR CONSTRUCTION** - Construction of the dwelling on a lot must commence within one (1) year after the date of purchase of the lot from Declarant, unless an extension of time is granted in writing by the ACC. Construction of the dwelling must be completed within twelve (12) months after the date of commencement (deemed to be upon issuance of the building

permit) of construction thereof. Completion of construction of the dwelling shall be deemed to be upon issuance of a certificate of occupancy unless otherwise approved in writing by the ACC.

7. **TEMPORARY STRUCTURES** – No structure of a temporary character, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. **EASEMENTS** – Easements for installation and maintenance of utilities such as electric power, telephone lines, gas lines, water lines, sewer lines, drainage facilities and future streets are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which damage or interfere with installation and maintenance of utilities, or which may change the direction of flow drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. **FENCES** – No fence shall be constructed, erected, placed, or altered on any lot nearer to any street than the minimum building set back line as set forth in the applicable City of Rexburg ordinances or as established herein, whichever is greater. Unless a variance is given by the ACC, fences constructed, erected, placed or altered on any lot shall enclose back yard areas only and shall not extend beyond the two (2) outside back corners of the dwelling constructed on the lot. Fencing in front yards and, unless a variance is given by the ACC, any part of side yards is prohibited. Fences constructed, erected, placed, altered or replaced on any lot shall be made only of black rod iron with a maximum height of six (6) feet. Prior to construction or installation of any fence, the design, dimensions and location of the fence must be approved in writing by the ACC.

10. **SIGNS** – Except for the following described signs, no sign of any kind shall be displayed to the public view on any lot: one sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

11. **NUISANCES** – No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood or detract from its values. No satellite dishes or radio towers shall be permitted without the prior written approval of the ACC.

12. **NO RENTALS** – No basement apartments or other portions of a dwelling on any lot may be used or leased for rentals, apartments or other such uses to any person or entity. No separate apartments within a dwelling on any lot shall be allowed.

13. **PETS AND LIVESTOCK** – No animals or fowls of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. All lot owners shall comply with city regulations and ordinances regarding the keeping of pets.

14. **GARBAGE AND REFUSE DISPOSAL** – No rubbish, trash, garbage, or other wastes shall be dumped on any vacant lot. All such wastes shall be kept in clean, sanitary containers.

15. **LANDSCAPING AND LIGHTING**– Landscaping of the exterior of the dwelling shall be done in a manner compatible with other landscaping in the Subdivision. Each lot owner shall plant a minimum of ten (10) trees and shall incorporate flower beds and shrubs into the landscape plan. Landscaping of a lot must be completed within one (1) year after completion of construction of the dwelling on such lot. No line rows of poplar or related extreme height trees shall be allowed on any lot.

All exterior lighting must have the prior written approval of the ACC. The Subdivision has decorative ornamental street lighting. No additional yard pole lighting is allowed on any lot, unless the lot is granted a variance in writing by the ACC.

16. **PARKING OF VEHICLES** – Unless enclosed in an attached garage or ACC approved detached garage or shed, recreational vehicles shall be parked only on existing concrete or paved driveways, and never for a period of more than forty-eight (48) hours and a cumulative total of twenty (20) days in any calendar year. No vehicle of any kind shall be parked in any front or side yard, except automobiles may be parked on existing concrete or paved driveways. No parking of trucks and trailers in the Subdivision shall be allowed at any time.

17. **MOTORBIKES, ATVS, SNOWMOBILE RESTRICTIONS** – No ATV, motorbike, or snowmobile course shall be erected or permitted on any lot. No roadways or streets within the Subdivision shall be used by such vehicles as a track or course.

18. **HOME OCCUPATIONS** – No home occupation as defined by the Rexburg Zoning Ordinance shall be allowed or maintained in the Subdivision. Any business venture or other activity which generates delivery traffic is not allowed.

19. **VACANT LOTS** – All vacant lots must be mowed regularly by the lot owner and maintained in a clean and sightly manner.

20. **SIDEWALKS** – It shall be the owners responsibility to construct and install sidewalks as required by the City of Rexburg and in conformance with the sidewalk plan of the Subdivision as developed by the ACC. All sidewalks shall be constructed by a professional concrete contractor approved in writing by the ACC prior to sidewalk construction. All sidewalks shall conform to the type of materials, type of finish and manner of construction which is used in the Subdivision. It is the intent of this provision to require the sidewalks in the Subdivision to be uniform in design, construction, and appearance throughout the Subdivision.

21. **VARIANCES** – The ACC may permit variances to the covenants and restrictions contained herein. The prime concern of the ACC will be that design, finish, and location of dwellings and other approved structures harmonize with and compliment the natural environment to the fullest extent practicable. A request for a variance shall be made to the ACC in writing. The ACC shall endeavor to respond within thirty (30) days after the request; provided, however, that unless the ACC consents in writing to a requested variance, the request shall be deemed denied.

22. **MAINTENANCE OF COMMON AREAS** – Until Declarant has sold all the lots within the Subdivision, Declarant shall maintain the common areas within the Subdivision and property and liability insurance coverage for the common areas and pay real property taxes assessed against the common areas. The costs of maintaining the common areas, insurance and taxes (the "Common Area Expenses") shall be shared equally by the lots within the Subdivision. Declarant will bill lot owners annually within forty-five (45) days after the end of each calendar year for their shares of Common Area Expenses incurred by Declarant during the calendar year, with payment due from each lot owner within fifteen (15) days after receipt of the billing. After Declarant has sold all lots within the Subdivision, the Association (defined below) will be responsible for maintaining the common areas within the Subdivision and the payment of all Common Area Expenses.

23. **HOMEOWNERS ASSOCIATION** – There is hereby created the Harvest Heights - Phase Two Homeowners Association (the "Association"). Unless or until a majority of the members of the Association decides to incorporate the Association as a nonprofit corporation, the Association shall be organized and operated as an unincorporated, nonprofit association under Idaho Code §§ 53-701, et seq., with all rights, powers and authority permitted by law. Until Declarant has sold all the lots within the Subdivision, Jill Smith and Richard Smith, and the survivor of them, shall be the members of the Board of Directors of the Association. Thereafter, the members of the Association shall elect by vote or written consent of members owning a majority of the lots within the Subdivision a Board of Directors consisting of at least three (3) individuals who are members of the Association. The Board of Directors shall manage the business and affairs of the Association. The Board of Directors shall elect a President, Secretary and Treasurer, and such other officers as the Board of Directors deems advisable, to conduct the day to day business of the Association. Until Declarant has sold all the lots within the Subdivision, Richard Smith shall serve as President and Treasurer and Jill Smith shall serve as Secretary of the Association. The members of the Association by vote or written consent of members owning a majority of lots within the Subdivision may adopt governing documents for the Association, including without limitation articles and bylaws. The Board of Directors shall have the right to adopt rules and regulations for common areas within the Subdivision to promote the proper use, care and maintenance of the common areas and the safety of the members. Subject to the provisions of paragraph 22 above, the Association shall own, manage, maintain and care for the common areas within the Subdivision. Each lot owner in the Subdivision is, and shall be automatically upon becoming a lot owner, a member of the Association. Each lot shall be entitled to one vote. Members of the Association may cast their votes in person, by proxy or by absentee ballot. The Association, through its directors and officers, shall have the power to enforce any and all of the conditions, covenants, and restrictions set forth herein and shall have the power to levy assessments on all owners of lots within the Subdivision to pay for Common Area Expenses and capital expenditures pertaining to the common areas. All assessments shall be due and payable as set forth in the notice of assessment issued by the Board of Directors or any of the officers of the Association. A late charge of ten percent (10%) of the assessment shall be due and payable with respect to each assessment not paid within ten (10) days after its due date. Any assessment that is more than twenty (20) days past due shall bear interest at the rate of eighteen percent (18%) per annum until paid, together with interest, in full. There is hereby created a claim of lien with power of sale on each lot within the Subdivision to secure payment of any and all

assessments levied against such lot pursuant to this Declaration together with late charges and interest thereon and all costs of collection which may be paid or incurred by the Association, including reasonable attorneys' fees.

24. **ENFORCEMENT** – By acceptance of a deed to any lot within the Subdivision, the owner of such lot covenants and agrees to comply with all the provisions of this Declaration and to pay when due all assessments made by the Declarant or the Association. Until the Declarant has sold all the lots within the Subdivision, the Declarant shall have the right to enforce the provisions of this Declaration and any lien created by a lot owner's failure to pay assessments, late charges or interest as provided in this Declaration. After Declarant has sold all the lots within the Subdivision, the provisions of this Declaration, except for assessments, may be enforced by the ACC, the Association through its directors or officers, and any individual lot owner. After the Declarant has sold all lots within the Subdivision, the Association, through its directors or officers, shall have the right to collect and enforce assessments pursuant to the provisions of this Declaration and applicable law, including without limitation the right to record a claim of lien with the Madison County, Idaho Recorder and to foreclose on such lien in accordance with applicable Idaho law or to file suit to recover a money judgment for any unpaid assessments, late charges and interest without foreclosing or waiving any lien herein provided. All costs and expenses of enforcing the provisions of this Declaration, including attorneys' fees, shall be paid by the defaulting party whether such is incurred by the filing of suit or otherwise. The actions, non-actions or negligence of the members of the ACC or the directors or officers of the Association shall not be actionable under any circumstances. In the event of a violation of any provision herein (other than failure to pay assessments when due), the violating party shall be given 30 days' written notice to correct the violation. In the event the violating party fails to comply or correct the violation, said party shall pay as damages to the Association the greater of $1,000 liquidated damages per violation or an amount as determined by the court. All lot owners hereby stipulate that such amounts are reasonably calculated to adequately compensate other lot owners in the Subdivision for damages resulting from the violation of these covenants.

25. **SEVERABILITY** – Invalidation of any provision herein contained shall have no effect on any other provision herein contained.

26. **AMENDMENT** – At any time prior to the sale of all the lots in the Subdivision by Declarant, this Declaration may be amended by Declarant. Following the sale of all the lots within the Subdivision by Declarant, this Declaration may be amended only as approved in writing by Declarant and owners of a majority of the lots within the Subdivision.

In Witness Whereof, the Declarant has executed this Declaration this 19th day of June, 2009.

DECLARANT

HARVEST HEIGHTS, LLC
an Idaho limited liability company

By: _____
Richard F. Smith, Member

By: _____
Jill Smith, Member

State of Idaho)
) ss
County of Madison)

On this 19th day of June, in the year 2009, before me, a Notary Public in and for said State, personally appeared Richard F. Smith and Jill Smith, known or identified to me (or proved to me on the oath of _____), to be the Members of the limited liability company that executed this instrument or the persons who executed this instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

_____
Notary Public for Idaho
Residing at: Rexburg, ID
My Commission Expires: 12/04/10

Billy G. DuPree, Jr.
Notary Public
State of Idaho

Exhibit 'A'

HARVEST HEIGHTS - PHASE TWO
(Includes Division 2A and Division 2B combined together)

TOWNSHIP 6 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

SECTION 29: A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER AND

SECTION 32: A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 29 AND RUNNING THENCE SOUTH 0°22'22" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER FOR 2,227.63 FEET TO A 5/8" REBAR AT THE SOUTHWEST CORNER OF HARVEST HEIGHTS, DIVISION No. 1 AND THE TRUE POINT OF BEGINNING.

THENCE NORTH 89°37'38" EAST ALONG THE SOUTH BOUNDARY OF SAID HARVEST HEIGHTS, DIVISION No. 1 FOR 248.00 FEET TO A 5/8" REBAR;

THENCE CONTINUING ALONG SAID SOUTH BOUNDARY NORTH 0°22'22" WEST FOR 12.00 FEET TO A 5/8" REBAR;

THENCE CONTINUING ALONG SAID SOUTH BOUNDARY NORTH 89°37'38" EAST FOR 570.00 FEET TO A 5/8" REBAR;

THENCE CONTINUING ALONG SAID SOUTH BOUNDARY NORTH 7°13'18" EAST FOR 150.00 FEET TO A 5/8" REBAR;

THENCE CONTINUING ALONG SAID SOUTH BOUNDARY SOUTH 86°44'25" EAST FOR 189.74 FEET TO A 5/8" REBAR ON THE SOUTH BOUNDARY OF HARVEST DRIVE;

THENCE ALONG THE SOUTH BOUNDARY OF HARVEST DRIVE SOUTH 62°52'00" EAST FOR 77.90 FEET TO A 5/8" REBAR ON THE SOUTH BOUNDARY OF HARVEST HEIGHTS, DIVISION No. 1;

THENCE ALONG THE SOUTH BOUNDARY OF HARVEST HEIGHTS, DIVISION No. 1 SOUTH 51°01'23" EAST FOR 167.63 FEET TO A 5/8" REBAR;

THENCE CONTINUING ALONG SAID SOUTH BOUNDARY NORTH 56°19'51" EAST FOR 160.00 FEET TO A 5/8" REBAR ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MILL HOLLOW ROAD;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF MILL HOLLOW ROAD SOUTH 33°40'09" EAST FOR 718.19 FEET TO A 5/8" REBAR;

THENCE LEAVING SAID MILL HOLLOW ROAD ALONG A NON-TANGENT CURVE TO THE LEFT ALONG THE SOUTH BOUNDARY OF 7TH SOUTH STREET, A RADIAL TO

THE CENTER BEARING SOUTH 56°19'51" WEST WITH LENGTH OF 41.57 FEET, RADIUS OF 30.00 FEET, DELTA OF 79°23'49", TANGENT OF 24.91 FEET, CHORD OF 38.32 FEET AND CHORD BEARING OF NORTH 73°22'03" WEST TO A 5/8" REBAR;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF 7TH SOUTH STREET, SOUTH 66°56'02" WEST FOR 199.37 FEET TO A 5/8" REBAR;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF 7TH SOUTH STREET ALONG A CURVE TO THE LEFT WITH LENGTH OF 264.66 FEET, RADIUS OF 550.00 FEET, DELTA OF 27°34'14", TANGENT OF 134.94 FEET, CHORD OF 262.11 FEET AND CHORD BEARING OF S 53°08'55" WEST TO A 5/8" REBAR AT A POINT OF REVERSE CURVATURE;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF 7TH SOUTH STREET ALONG A CURVE TO THE RIGHT WITH LENGTH OF 715.21 FEET, RADIUS OF 911.86 FEET, TANGENT OF 377.14 FEET, DELTA OF 44°56'23", CHORD OF 697.02 FEET AND CHORD BEARING OF SOUTH 61°50'00" WEST TO A 5/8" REBAR AT A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING ALONG THE SOUTH BOUNDARY OF 7TH SOUTH STREET ALONG A CURVE TO THE RIGHT WITH LENGTH OF 663.48 FEET, RADIUS OF 1250.00 FEET, TANGENT OF 339.76 FEET, DELTA OF 30°24'43", CHORD OF 655.72 FEET AND CHORD BEARING OF NORTH 80°29'27" WEST TO A 5/8" REBAR;

THENCE CONTINUING ALONG THE SOUTH BOUDARY OF 7TH SOUTH STREET, NORTH 65°17'06" WEST FOR 68.67 FEET TO A 5/8" REBAR ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32;

THENCE NORTH 0°07'00" WEST ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER FOR 501.06 FEET TO A 5/8" REBAR AT THE SOUTH QUARTER CORNER OF SECTION 29;

THENCE NORTH 0°22'22" WEST ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 29 FOR 409.90 FEET TO THE TRUE POINT OF BEGINNING.

HARVEST HEIGHTS, DIVISION No. 2 CONTAINS 35.14 ACRES, MORE OR LESS.