CRESTLINE ENGINEERS

October 12, 2026

Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Administrator
219 N. Main Street
PO Box 1350
Cascade, ID 83611

Subject: SUB 25-013 Eld Ranch Estates Subdivision – Phase 1, Final Plat Submittal Letter

Dear Ms. Herrick,

The purpose of this letter is to request Eld Ranch Estates Subdivision – Phase 1 Final Plat be placed on the November 12, 2026 Valley County Planning and Zoning Meeting Agenda. The Eld Ranch Estates Subdivision – Phase 1 Final Plat substantially complies with the Preliminary Plat from recorded SUB 25-013. It is the applicants' intent to provide financial guarantees for any remaining improvements at the time of recording the Final Plat. Below you will find the list of Conditions of Approval from SUB 25-013 and a response stating how each condition has been substantially met, or will be met, prior to recording the Final Plat.

Conditions of Approval

1. *The Application, the staff report, development agreement, and the applicable provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and may include revocation or suspension of the conditional use permit.*

   Response: None; Understood.

2. *Any material change in the nature or scope of land use activities shall require an additional Conditional Use Permit.*

   Response: None; Understood.

3. *The issuance of this permit and these conditions will not relieve the Applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.*

   Response: None; Understood.

4. *A Development Agreement will be required for mitigation of off-site impacts. The applicant shall work with the Valley County Road Director and Planning and Zoning Director on an agreement for off-site infrastructure improvements that will be approved by the Board of*

County Commissioners. The development agreement shall address the Applicant's proportionate share of road maintenance mitigation measures, including dedication of right-of-way, dust abatement on gravel roads impacted by this Application, and/or signage.

Response: Applicant and engineer worked with both the Road Director and P&Z Director to create the Development Agreement. It was signed and recorded 5/19/26. Subsequently, Applicant and Engineer met with Road department management to agree to the improvements plan on Gold Fork. That meeting took place on 7/21/26. The Applicant's development team will start this work next spring as part of the final construction effort.

5. *A Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site. The Valley County Engineer shall confirm there is adequate snow storage.*

Response: Site Grading and Stormwater Management Plans were designed by Crestline Engineers, Inc., and approved by Parametrix, Valley County Engineer, on April 17, 2026.

6. *Prior to final plat, the Applicant's engineer shall certify that the roads have been built to approved standards or be financially guaranteed. Applicant's engineer shall also confirm all utilities were placed according to the approved plans.*

Response: A letter will be furnished to Valley County when the roadway/utility infrastructure is complete and/or will prepare a cost estimate for the remaining work at which time the Applicant will financially guarantee.

7. *The final plat shall be recorded within two years, or this permit will be null and void.*

Response: It is anticipated that the Final Plat will be recorded by December 18, 2027.

8. *Sanitary Restrictions must be removed by Central District Health prior to recording the final plat.*

Response: A Subdivision Environmental Report (SER) will be submitted for review and approval prior to recordation of the Final Plat.

9. *A letter of approval is required from the Donnelly Fire District.*

Response: A letter of approval from Donnelly Fire District will be furnished prior to recordation of the Final Plat.

10. *The location of the water storage tank for emergency response must be noted on the final plat.*

Response: The Fire Suppression Water Storage Tank is shown on the Final Plat.

11. *Wetlands and floodplains shall be marked as no-build areas on the final plat; a delineation of wetlands is required.*

Response: A wetland delineation was completed and the wetlands are shown on the Final Plat and mark as "no-build" areas.

12. *Must have a fencing plan with adjacent properties if they run livestock for over 30 days per year.*

    Response: Maintenance of the fencing is noted in Article 4.3.4 of the Included CCR's. See the attached fencing plan that will be negotiated with the neighboring property owners

13. *All easements shall be shown on the final plat.*

    Response: Refer to the Final Plat for all easement locations.

14. *A deed from the applicant to Valley County shall be prepared for the transfer of road right-of-way along Gold Fork Road.*

    Response: See attached draft warranty deed for the transfer of the Gold Fork Road Right-of-Way to Valley County.

15. *A private road declaration shall be recorded with the final plat identifying maintenance on the public road.*

    Response: Please refer to the attached Private Road Declaration and Final Plat Note 2.

16. *A Declaration of Installation of Utilities shall be noted on the face of the plat referencing electrical power, phone, and fiber optics (conduit).*

    Response: Please refer to the attached Declaration of Installation of Utilities and Final Plat Note 3.

17. *All Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road. Said numbers shall contrast with their background and be at least three and one-half inches (3 ½-in) height.*

    Response: None; Understood.

18. *Shall contact Donnelly U.S.P.S. Postmaster to determine if a Cluster Box Unit for mail delivery is appropriate for this development.*

    Response: The Applicant has contacted Donnelly U.S.P.S. Postmaster and held an on-site meeting to review/discuss the location of a cluster mailbox. Please refer to the attached Cluster Mailbox document.

19. *CCR's, if recorded, should address lighting, noxious weeds, septic maintenance, wildfire prevention, fire wise wildland urban interface landscaping requirements, low water/natural landscaping, prohibiting yews in landscaping, dogs being a nuisance to adjacent agricultural uses, and limit each lot to one wood-burning device.*

    Response: Please refer to CCR's for the following:

    - should address lighting 4.3.6
    - noxious weeds 4.4
    - septic maintenance 4.22

- wildfire prevention 4.4
- fire wise wildland urban interface landscaping requirements 4.4
- low water/natural landscaping 4.4
- prohibiting yews in landscaping 4.4
- dogs being a nuisance to adjacent agricultural uses 4.13
- and limit each lot to one wood-burning device 4.5

20. *CCR's shall provide for long-term maintenance of requirements identified in the Wildland Urban Interface Fire Protection Plan and memorialize any buried tanks and their continued maintenance.*

    Response: Refer to section 4.4 of the included CCR's.

21. *The following notes shall be placed in the notes on the face of the final plat:*
    a. *The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed.*
    b. *All lighting must comply with the Valley County Lighting Ordinance.*
    c. *Only one wood burning device per lot.*
    d. *Surrounding land uses are subject to change Wildland Urban Interface Protection Plan shall be recorded and noted on the face of the plat.*

    Response: Refer the Final Plat Notes 14, 17, 18, 19

22. *Recommend cattle grazing occurs on area not developed or that the grass be harvested to reduce fuel load.*

    Response: Cattle grazing is continuing outside of the Phase 1 boundary.

23. *Must have approval of the Wildland Urban Interface Mitigation Plan by the Valley County Wildfire Mitigation Program Director. The plan shall be recorded and noted on the face of the plat.*

    Response: The applicant is working with the Valley County Wildfire Mitigation Program Director for approval of the implementation of the mitigation measures. Also refer to the attached WUI Plan and Green Fuel Break Exhibit for more information. See Final Plat Note 15.

24. *Recommend minimal tree removal on southern border of Phase 1.*

    Response: Refer to the attached exhibit noting the minimal tree removal along the southern border of Phase 1.

25. *Must add a monitoring well for data collection by Department of Environmental Quality. Lot 20, between Gold Fork RD and the river, cannot be a buildable lot.*

    Response: None; Understood.

Thank you for your attention to these responses and please feel free to contact me by phone or email at your earliest convenience should you have any questions or comments.

Sincerely,

Crestline Engineers, Inc.



Rob Pair
Associate Engineer

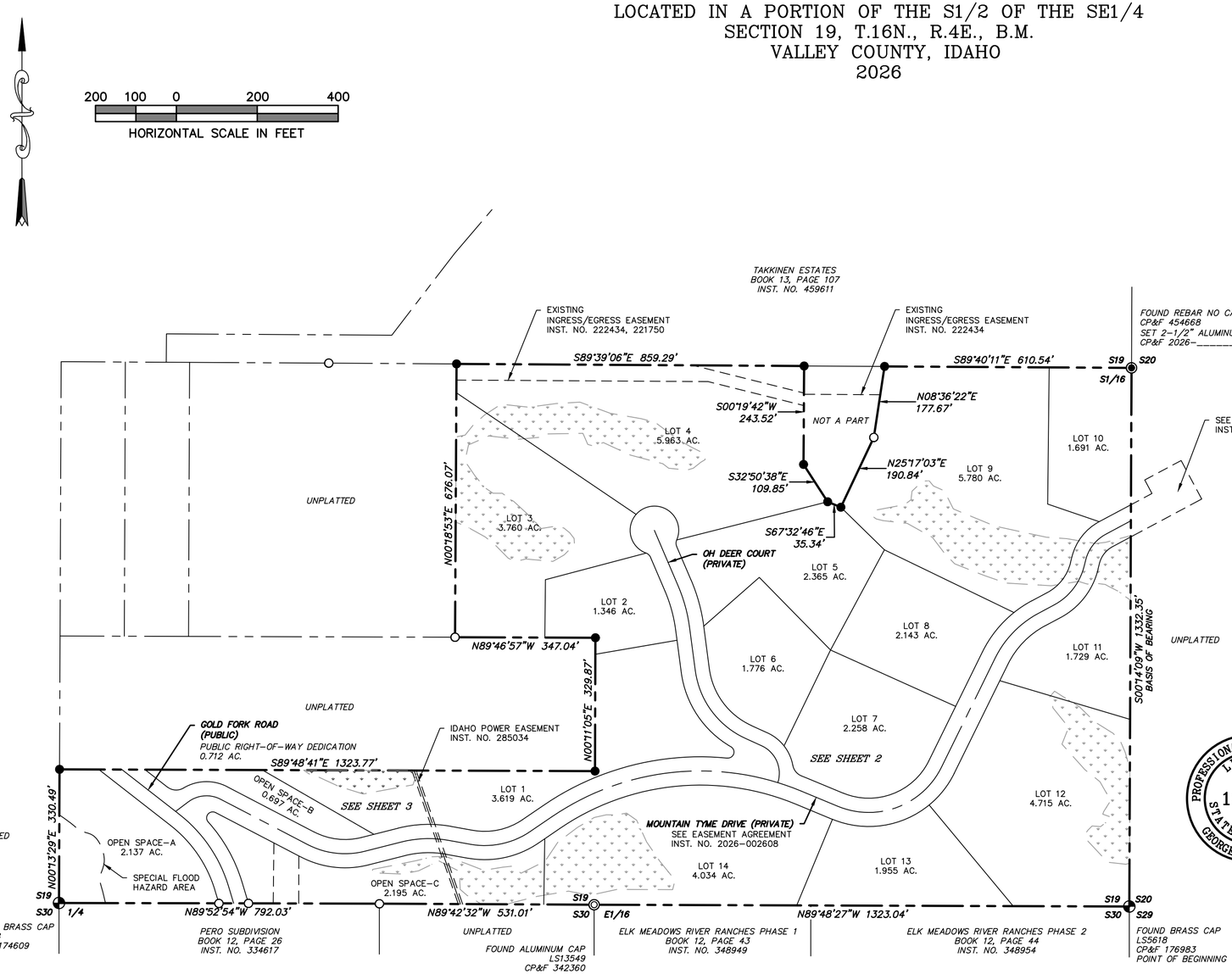
Cc: Mark Young, Greater Good Investments, LLC

Enclosures:

1. 3 copies 18” x 24” of Final Plat (5 Sheets)
2. Draft CCR’s (45 Pages)
3. Draft Private Road Declaration (2 Pages)
4. Draft Declaration of Installation of Utilities (2 Pages)
5. Valley County Engineering Approval (1 Page)
6. Wildland Urban Interface Fire Protection Plan – (13 Pages)
7. Draft Fencing Plan – (3 Pages)
8. Draft Right-of-Way Warranty Deed – (5 Pages)
9. Cluster Mailbox Exhibit – (1 Page)
10. Tree Preservation Exhibit – (2 Pages)
11. Green Fuel Break Construction Exhibit – (2 Pages)

ELD RANCH ESTATES

LOCATED IN A PORTION OF THE S1/2 OF THE SE1/4
SECTION 19, T.16N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2026



PROFESSIONAL LAND SURVEYOR
LICENSED
13549
STATE OF IDAHO
GEORGE J. BOWERS IV

NOTES

1. MOUNTAIN TYME DRIVE AND OH DEER COURT ROAD RIGHTS OF WAY WITHIN THE BOUNDARIES DEPICTED ON THIS FINAL PLAT ARE PRIVATE AND WILL BE OWNED AND MAINTAINED BY THE ELD RANCH ESTATES HOMEOWNERS ASSOCIATION, INC. AS IS FURTHER PROVIDED IN THE PRIVATE ROAD DECLARATION, WHICH IS BEING RECORDED CONCURRENTLY WITH THIS FINAL PLAT WITH THE OFFICE OF RECORDER OF VALLEY COUNTY, IDAHO, AS INSTRUMENT NUMBER 2026-_____.
2. GOLD FORK ROAD, AS DEPICTED ON THIS FINAL PLAT IS PUBLIC. IT IS AN EXISTING COUNTY ROAD AND IS OWNED AND MAINTAINED BY VALLEY COUNTY, AS IS FURTHER PROVIDED IN THE ROAD DECLARATION, WHICH IS BEING RECORDED CONCURRENTLY WITH THIS FINAL PLAT WITH THE OFFICE OF RECORDER OF VALLEY COUNTY, IDAHO, AS INSTRUMENT NUMBER 2026-_____.
3. SEE DECLARATION OF INSTALLATION OF UTILITIES RECORDED AS INSTRUMENT NO. 2026-_____, RECORDS OF VALLEY COUNTY.
4. ALL LOTS IN THIS SUBDIVISION WILL BE SUBJECT TO THE CC&R'S FOR ELD RANCH ESTATES RECORDED AS INST. NO. 2026-_____ RECORDS OF VALLEY COUNTY.
5. A 12.00 FOOT WIDE PUBLIC UTILITY, DRAINAGE AND SNOW STORAGE EASEMENT IS HEREBY DESIGNATED ADJACENT TO THE RIGHT-OF-WAY OF MOUNTAIN TYME DRIVE AND OH DEER COURT AS SHOWN HEREON.
6. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OF EXPANSION THEREOF NOT A NUISANCE- EXCEPTION. NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IS HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL FACILITY OR EXPANSION THEREOF".
7. ALL LOTS DEPICTED ON THIS PLAT ARE SUBJECT TO A PERMANENT PERPETUAL AND NON-EXCLUSIVE DRAINAGE EASEMENT, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE, SUB-DRAINAGE AND SURFACE WATER MANAGEMENT FEATURES, FACILITIES AND IMPROVEMENTS RESERVED IN FAVOR OF THE DECLARANT AND THE ASSOCIATION. SEE STORM WATER DRAINAGE REPORT FOR ELD RANCH ESTATES ON FILE IN THE OFFICE OF THE VALLEY COUNTY PLANNING AND ZONING ADMINISTRATOR.
8. ALL PROPERTIES SHOWN ON THIS FINAL PLAT ARE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF CONDITIONAL USE PERMIT NO. 25-013, AS ISSUED AND MODIFIED BY VALLEY COUNTY, IDAHO.
9. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATION AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
10. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION ENTITY SERVICE AREA AND SURFACE WATER FOR IRRIGATION IS NOT REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THE REQUIREMENTS OF SECTION 31-3805, IDAHO CODE ARE NOT APPLICABLE.
11. NO LOT SHOWN ON THIS FINAL PLAT SHALL BE FURTHER SUBDIVIDED, EXCEPT LOTS 3, 4, 9, AND 12, WHICH MAY BE FURTHER SUBDIVIDED UPON APPROVAL OF AN ADEQUATE SEPTIC DRAIN FIELD SITE FOR EACH RESULTING LOT AND WILL BE SUBJECT TO THE REQUIREMENTS AND RESTRICTIONS OF ELD RANCH ESTATES.
12. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEMS APPROVED IN ANY SANITARY RESTRICTION RELEASE.
13. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
14. THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.
15. REFER TO WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN FOR ELD RANCH ESTATES RECORDED AS INST. NO. 2026-_____ RECORDS OF VALLEY COUNTY.
16. THE JURISDICTIONAL WETLANDS AS IDENTIFIED ON THIS PLAT ARE SUBJECT TO REGULATION BY THE ARMY CORPS OF ENGINEERS (ACOE). ANY PROPOSED CHANGE MUST BE SUBMITTED AND REVIEWED AND APPROVED BY THE (ACOE) PRIOR TO ANY WORK BEING DONE.
17. SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
18. ONLY ONE WOOD BURNING DEVICE PER LOT WILL BE ALLOWED.
19. ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
20. THERE SHALL BE NO DIRECT LOT ACCESS TO WITHERS LANE.
21. FEMA FLOOD PANEL(S): 16085C1325C
    FIRM EFFECTIVE DATE(S): 2/1/2019
    FLOOD ZONE(S): ZONE X, ZONE A
    BASE FLOOD ELEVATION(S): N/A
    FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

LEGEND

- SUBDIVISION BOUNDARY
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- FOUND BRASS CAP MONUMENT
- FOUND 1/2" REBAR, SET 5/8" X 24" REBAR WITH PLASTIC CAP LS13549
- FOUND 5/8" REBAR
- FOUND ALUMINUM CAP MONUMENT, LS13549
- SET 2-1/2" ALUMINUM CAP MONUMENT, LS13549
- WETLAND BOUNDARY-NO BUILD ZONE

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE THE LAND AS SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF RECORDED DOCUMENTS SHOWN BELOW AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN CONFORMANCE. ALL FOUND MONUMENTS WERE ACCEPTED AND HELD (EXCEPT AS SHOWN).

HORIZONTAL DATUM IS STATE PLANE, IDAHO WEST, ZONE 1103. DISTANCES ARE GROUND DISTANCES AND ARE IN U.S. SURVEY FEET.

REFER TO PLAT OF ELK MEADOWS RIVER RANCHES PHASE 1, BOOK 12, PAGE 43, INST. NO. 9489951
REFER TO PLAT OF PERO SUBDIVISION, BOOK 12, PAGE 26, INST. NO. 334617
REFER TO PLAT OF TAKKINEN ESTATES, BOOK 13, PAGE 107, INST. NO. 459611
REFER TO RECORD OF SURVEY BOOK 10, PAGE 13, INST. NO. 322632
REFER TO RECORD OF SURVEY BOOK 5, PAGE 508, INST. NO. 227619
REFER TO RECORD OF SURVEY BOOK 6, PAGE 615, INST. NO. 236400
REFER TO RECORD OF SURVEY BOOK 13, PAGE 293, INST. NO. 425517
REFER TO EASEMENT AGREEMENT INST. NO. 2026-002609
REFER TO EASEMENT AGREEMENT INST. NO. 2026-002608
REFER TO EASEMENT INST. NO. 285034

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

_____
CENTRAL DISTRICT HEALTH, EHS DATE

_____
INST. NO.

SHEET 1 OF 5

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

dunn
LAND SURVEYS, INC.

ELD RANCH ESTATES

LOCATED IN A PORTION OF THE S1/2 OF THE SE1/4
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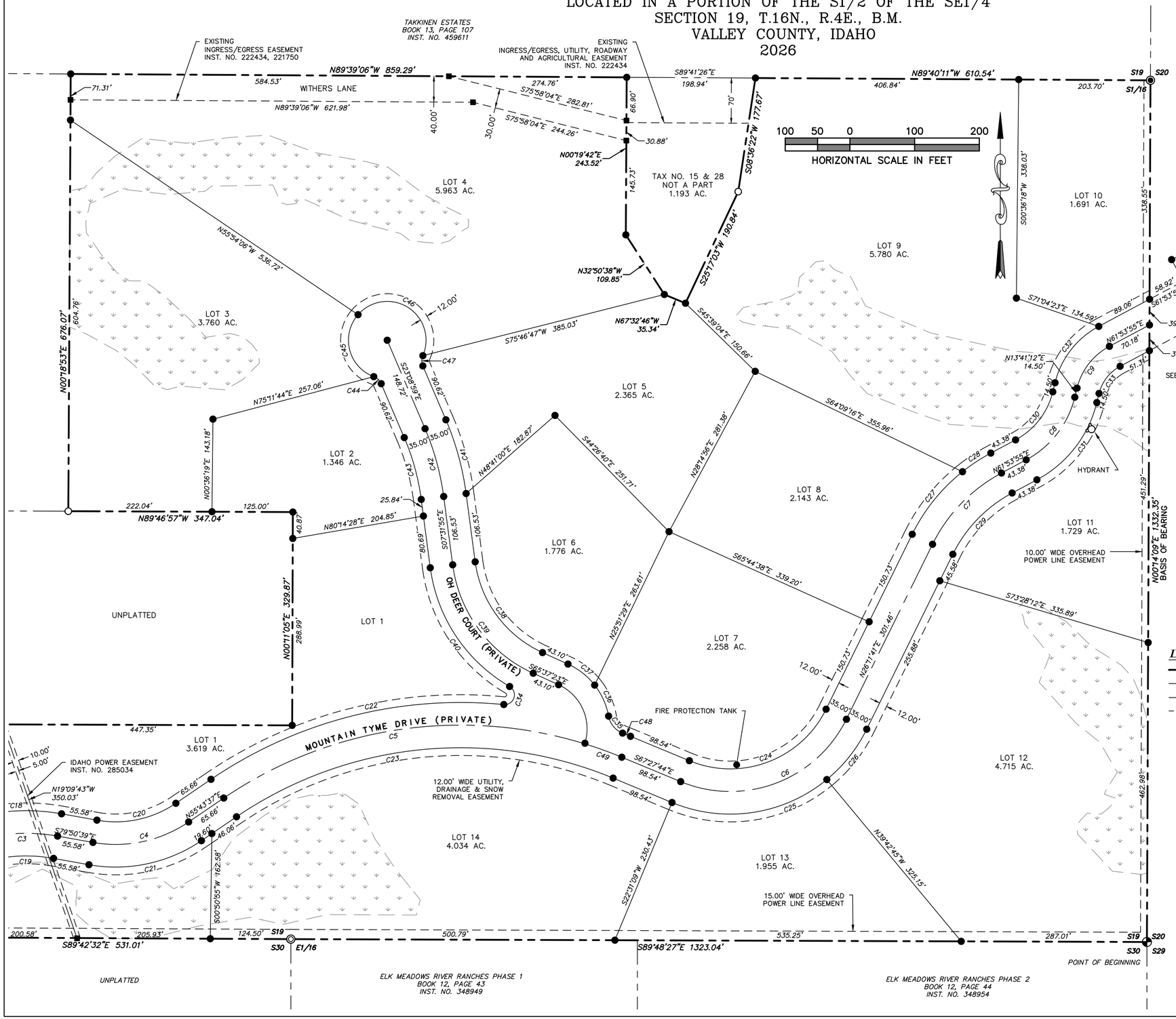

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C3	117.01'	275.00'	24°22'45"	S87°57'59"W	116.13'
C4	155.09'	200.00'	44°25'45"	N77°56'29"E	151.23'
C5	583.62'	650.00'	51°26'40"	S81°26'57"W	564.21'
C6	301.39'	200.00'	86°20'35"	N69°21'59"E	273.67'
C7	155.79'	250.00'	35°42'14"	S44°02'48"W	153.28'
C8	126.22'	150.00'	48°12'43"	N37°47'33"E	122.53'
C9	84.15'	100.00'	48°12'43"	S37°47'33"W	81.68'
C18	131.90'	310.00'	24°22'45"	S87°57'59"W	130.91'
C19	102.12'	240.00'	24°22'45"	S87°57'59"W	101.35'
C20	127.95'	165.00'	44°25'45"	N77°56'29"E	124.76'
C21	182.23'	235.00'	44°25'45"	N77°56'29"E	177.70'
C22	476.63'	685.00'	39°52'02"	S75°39'38"W	467.08'
C23	609.80'	615.00'	56°48'39"	S84°07'57"W	585.12'
C24	248.65'	165.00'	86°20'35"	N69°21'59"E	225.78'
C25	254.05'	235.00'	61°56'24"	N81°34'05"E	241.86'
C26	100.09'	235.00'	24°24'12"	N38°23'47"E	99.34'
C27	125.14'	285.00'	25°09'32"	S38°46'27"W	124.14'
C28	52.45'	285.00'	10°32'42"	S56°37'34"W	52.38'
C29	133.98'	215.00'	35°42'14"	S44°02'48"W	131.82'
C30	96.77'	115.00'	48°12'43"	N37°47'33"E	93.94'
C31	155.67'	185.00'	48°12'43"	N37°47'33"E	151.12'
C32	113.60'	135.00'	48°12'43"	S37°47'33"W	110.27'
C33	54.69'	65.00'	48°12'43"	N37°47'33"E	53.10'
C34	40.72'	15.00'	155°32'12"	N17°49'33"E	29.32'
C35	35.55'	35.00'	58°11'48"	S39°27'47"E	34.04'
C36	53.10'	110.00'	27°39'37"	N24°11'42"W	52.59'
C37	52.98'	110.00'	27°35'52"	N51°49'26"W	52.47'
C38	182.50'	180.00'	58°05'28"	S36°34'39"E	174.78'
C39	217.98'	215.00'	58°05'28"	S36°34'39"E	208.77'
C40	228.68'	250.00'	52°24'38"	S33°44'14"E	220.79'
C41	118.57'	435.00'	15°37'05"	N15°20'27"W	118.21'
C42	109.03'	400.00'	15°37'05"	N15°20'27"W	108.70'
C43	99.49'	365.00'	15°37'05"	N15°20'27"W	99.19'
C44	16.26'	20.00'	46°34'03"	N46°26'01"W	15.81'
C45	116.21'	60.00'	110°58'07"	S14°13'59"E	98.88'
C46	169.82'	60.00'	162°09'58"	N57°39'56"W	118.55'
C47	16.26'	20.00'	46°34'03"	S00°08'02"W	15.81'
C48	13.14'	685.00'	1°05'57"	N68°00'42"W	13.14'
C49	60.88'	650.00'	5°22'00"	N70°08'43"W	60.86'

LEGEND

- SUBDIVISION BOUNDARY
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- FOUND BRASS CAP MONUMENT
- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS13549
- FOUND 5/8" REBAR
- FOUND ALUMINUM CAP MONUMENT, LS13549
- SET 2-1/2" ALUMINUM CAP MONUMENT, LS13549
- CALCULATED POINT, NO MONUMENT SET OR FOUND
- WETLAND BOUNDARY-NO BUILD ZONE

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SHEET 2 OF 5

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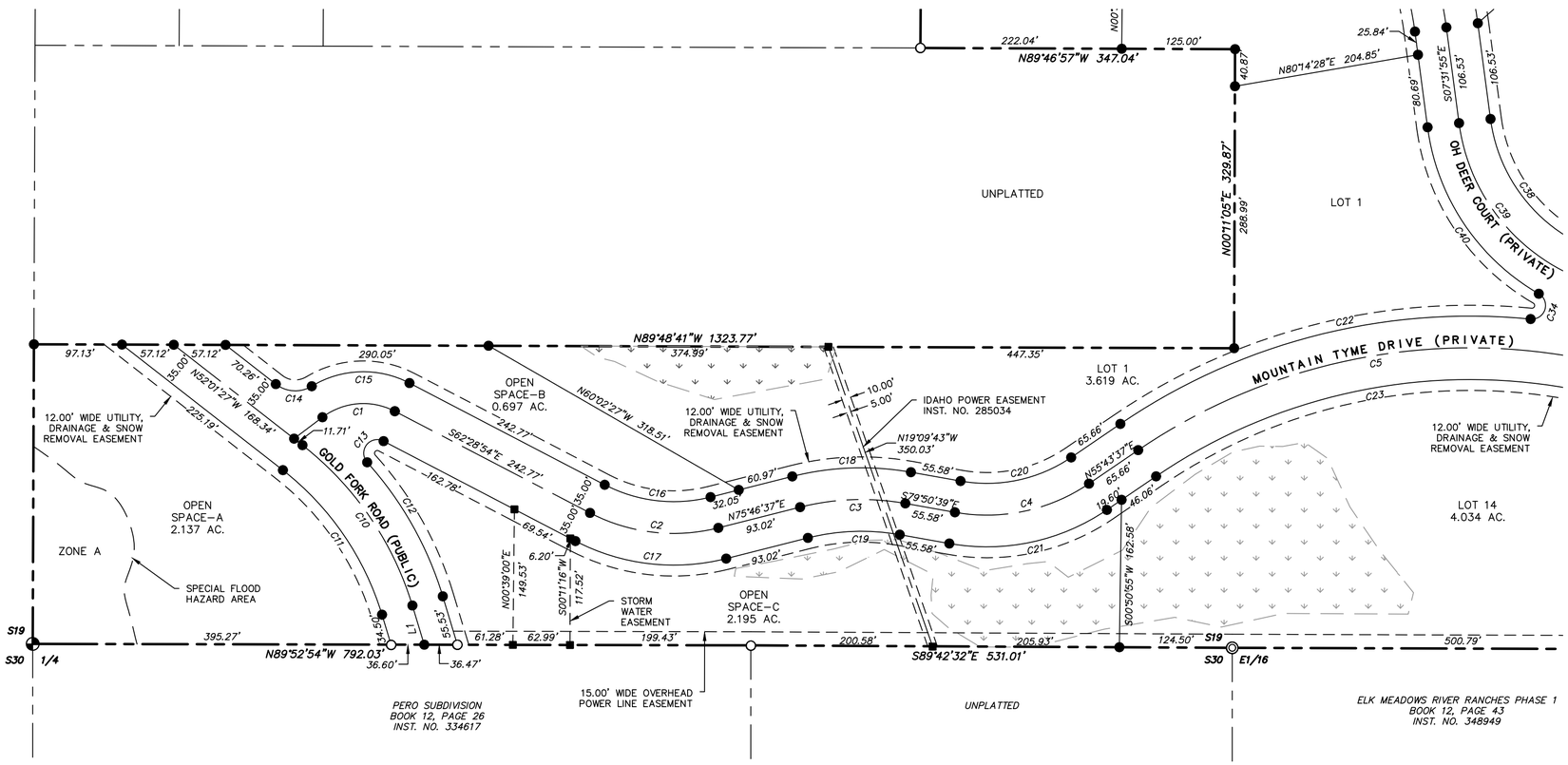
100 50 0 100 200
HORIZONTAL SCALE IN FEET



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	84.49'	75.00'	64°32'34"	S85°14'49"W	80.09'
C2	145.71'	200.00'	41°44'29"	S83°21'08"E	142.50'
C3	117.01'	275.00'	24°22'45"	S87°57'59"W	116.13'
C4	155.09'	200.00'	44°25'45"	N77°56'29"E	151.23'
C5	583.62'	650.00'	51°26'40"	S81°26'57"W	564.21'
C10	217.84'	355.00'	35°09'31"	N34°26'42"W	214.44'
C11	196.36'	320.00'	35°09'31"	N34°26'42"W	193.30'
C12	171.06'	390.00'	25°07'52"	N29°25'52"W	169.70'
C13	41.76'	15.00'	159°30'55"	S37°45'39"W	29.52'
C14	42.26'	35.00'	69°10'42"	S86°36'49"E	39.74'
C15	112.74'	110.00'	58°43'16"	S88°09'28"W	107.87'
C16	120.21'	165.00'	41°44'29"	S83°21'08"E	117.57'
C17	171.20'	235.00'	41°44'29"	S83°21'08"E	167.44'
C18	131.90'	310.00'	24°22'45"	S87°57'59"W	130.91'
C19	102.12'	240.00'	24°22'45"	S87°57'59"W	101.35'
C20	127.95'	165.00'	44°25'45"	N77°56'29"E	124.76'
C21	182.23'	235.00'	44°25'45"	N77°56'29"E	177.70'
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C34	40.72'	15.00'	155°32'12"	N17°49'33"E	29.32'
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C40	228.68'	250.00'	52°24'38"	S33°44'14"E	220.79'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N16°51'56"W	45.19'

LEGEND

- SUBDIVISION BOUNDARY
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- FOUND BRASS CAP MONUMENT
- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS13549
- FOUND 5/8" REBAR
- FOUND ALUMINUM CAP MONUMENT, LS13549
- CALCULATED POINT, NO MONUMENT SET OR FOUND
- WETLAND BOUNDARY–NO BUILD ZONE

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SHEET 3 OF 5

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SECTION 19, T.16N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2026

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS SHOWN HEREON AND DESCRIBED BELOW.

A PARCEL OF LAND BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, T.16 N., R.4E., B.M., VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. BEGINNING AT A FOUND BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 19, CP&F INST. NO. 176983, CORNER RECORDS OF SAID VALLEY COUNTY;
2. THENCE A BEARING OF N 00°14'09"E, A DISTANCE OF 1332.35 FEET, ON THE EAST BOUNDARY OF SECTION 19, TO THE S 1/16 CORNER COMMON TO SAID SECTION 19 AND SECTION 20, A SET ALUMINUM CAP, C.P.F. INST. NO. _____, CORNER RECORDS OF SAID VALLEY COUNTY;
3. THENCE A BEARING OF N 89°40'11"W, A DISTANCE OF 610.54 FEET, ON THE NORTH BOUNDARY OF SAID S1/2SE1/4 OF SECTION 19, TO A SET 5/8 INCH REBAR;
4. THENCE DEPARTING FROM SAID NORTH BOUNDARY, A BEARING OF S 08°36'22"W, A DISTANCE OF 177.67 FEET TO A FOUND 5/8 INCH REBAR;
5. THENCE A BEARING OF S 25°17'03"W, A DISTANCE OF 190.84 FEET TO A SET 5/8 INCH REBAR;
6. THENCE A BEARING OF N 67°32'46"W, A DISTANCE OF 35.34 FEET TO A SET 5/8 INCH REBAR;
7. THENCE A BEARING OF N 32°50'38"W, A DISTANCE OF 109.85 FEET TO A SET 5/8 INCH REBAR;
8. THENCE A BEARING OF N 00°19'42"E, A DISTANCE OF 243.52 FEET TO A SET 5/8 INCH REBAR ON SAID NORTH BOUNDARY OF THE S1/2SE1/4 OF SECTION 19;
9. THENCE A BEARING OF N 89°39'06"W, A DISTANCE OF 859.29 FEET, ON SAID NORTH BOUNDARY OF THE S1/2SE1/4 OF SECTION 19, TO A SET 5/8 INCH REBAR;
10. THENCE DEPARTING FROM SAID NORTH BOUNDARY, A BEARING OF S 00°18'53"W, A DISTANCE OF 676.07 FEET TO A FOUND 5/8 INCH REBAR;
11. THENCE A BEARING OF S 89°46'57"E, A DISTANCE OF 347.04 FEET TO A SET 5/8 INCH REBAR;
12. THENCE A BEARING OF S 00°11'05"W, A DISTANCE OF 329.87 FEET TO A SET 5/8 INCH REBAR;
13. THENCE A BEARING OF N 89°48'41"W, A DISTANCE OF 1323.77 FEET TO A SET 5/8 INCH REBAR ON THE WEST BOUNDARY OF THE SE1/4 OF SAID SECTION 19;
14. THENCE A BEARING OF S 00°13'29"W, A DISTANCE OF 330.49 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 19, A FOUND BRASS CAP MONUMENT, C.P.F. INST. NO. 174609, CORNER RECORDS OF SAID VALLEY COUNTY;
15. THENCE A BEARING OF S 89°52'54"E, A DISTANCE OF 792.03 FEET, ON THE SOUTH BOUNDARY OF SECTION 19, TO A FOUND 5/8 INCH REBAR;
16. THENCE A BEARING OF S 89°42'32"E, A DISTANCE OF 531.01 FEET, ON SAID SOUTH BOUNDARY OF SECTION 19, TO THE E 1/16 CORNER COMMON TO SAID SECTION 19 AND SECTION 30;
17. THENCE A BEARING OF S 89°48'27"E, A DISTANCE OF 1323.04 FEET, ON SAID SOUTH BOUNDARY OF SECTION 19, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINS 54.712 ACRES, MORE-OR-LESS, TOGETHER WITH AND SUBJECT TO RIGHTS -OF-WAY AND EASEMENTS OF RECORD AND/OR USE.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE UTILITY, SNOW STORAGE, DRAINAGE, INGRESS/EGRESS AND POWER LINE EASEMENTS ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT OF ACCESS TO AND USE OF THESE EASEMENTS AS REQUIRED TO SERVICE SAID UTILITIES BY THE UTILITY PROVIDER IS PERPETUALLY GRANTED. GOLD FORK ROAD IS HEREBY DEDICATED TO THE PUBLIC FOR THE PUBLICS USE AND BENEFIT FOREVER.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF: WE HAVE HEREUNTO SET OUR SIGNATURES THIS _____ DAY OF _____, 2026.

_____
BY: MARK YOUNG, MANAGING MEMBER, GREATER GOOD INVESTMENTS, LLC.

ACKNOWLEDGEMENT

STATE OF)
) SS
COUNTY OF)

ON THIS _____ DAY OF _____, 2026, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO PERSONALLY APPEARED MARK YOUNG, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF GREATER GOOD INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH COMPANY EXECUTED THE SAME.

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

_____
NOTARY PUBLIC OF IDAHO

RESIDING AT _____

COMMISSION EXPIRES: _____

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

dunn
LAND SURVEYS, INC.

ELD RANCH ESTATES

LOCATED IN A PORTION OF THE S1/2 OF THE SE1/4
SECTION 19, T.16N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2026

CERTIFICATE OF VALLEY COUNTY SURVEYOR

I, THE UNDERSIGNED COUNTY SURVEYOR FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF ELD RANCH ESTATES IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH THE VALLEY COUNTY SUBDIVISION REGULATIONS RELATING TO PLATS.

_____ _____
VALLEY COUNTY SURVEYOR DATE

APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF ELD RANCH ESTATES IS HEREBY ACCEPTED AND

APPROVED THE _____ DAY OF_____, 2025,

BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

_____
CHAIRMAN

CERTIFICATE OF SURVEYOR

I, GEORGE J. BOWERS IV, PROFESSIONAL LAND SURVEYOR NO. 13549, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF ELD RANCH ESTATES AS DESCRIBED IN THE "CERTIFICATE OF OWNERS", WAS DRAWN FROM A SURVEY CONDUCTED BY ME AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR LICENSED 13549 STATE OF IDAHO GEORGE J. BOWERS IV

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF ELD RANCH ESTATES IS HEREBY

ACCEPTED AND APPROVED THE _____ DAY OF_____, 2026,

BY THE VALLEY COUNTY COMMISSIONERS.

_____
CHAIRMAN

CERTIFICATE OF VALLEY COUNTY TREASURER

I THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF ELD RANCH ESTATES HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

_____ _____
VALLEY COUNTY TREASURER DATE

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

dunn LAND SURVEYS, INC.

MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ELD RANCH SUBDIVISION

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THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Eld Ranch Subdivision is made effective as of _____, by Greater Good Investments LLC, an Idaho limited liability company ("**Grantor**" and "**Class B Member**").

ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration is located in the County of Valley, State of Idaho, and is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**"). Should Grantor choose, in its sole discretion, to develop the Property in stages or phases, Grantor, in its sole discretion, may amend or supplement this Declaration to add additional Property.

1.2 Purpose of Declaration. Eld Ranch Subdivision is a residential development, which Grantor currently intends to develop into a residential neighborhood. The Property may contain parcels of Common Area. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, plans and equitable servitudes (collectively, the "**Restrictions**") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Areas, and the Improvements located thereon.

ARTICLE II: DECLARATION

2.1 Declaration. Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, until one hundred percent (100%) of the Property is transferred by Grantor, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of Property, including any subdivision or re-subdivision of the Property, annexation of additional property and or lots into the subdivision, and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Areas or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

2.2 Phased Development; Consent. Owner acknowledges that the development of the Property will be phased over time and construction activities will occur on the Property, to include adjacent properties, throughout the development process. Additional phases of the

Subdivision may be identified by Supplemental Declaration in connection with the recordation of each applicable Plat. Owner recognizes that the development of the Property and creation of phases may change from time to time in the Grantor's discretion, and no Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property, or any additional land annexed to the Property. Each Owner's agreement not to object to or oppose the development of the Subdivision is a material consideration to the conveyance of any portion of the Property by the Grantor to such Owner.

Each Owner, by acquiring any Building Lot, recognizes and agrees that there are certain risks associated with construction, grading, and development in sloped areas. By acquiring a Building Lot, each Owner, for itself and its successors and assigns, hereby represents that such Owner has had the opportunity to independently conduct any and all due diligence deemed necessary by such Owner and associated with the preparation of a Building Lot, including, without limitation: review of grading and compaction of such Building Lot; review of geotechnical studies as may be desired by Owner; and evaluation of the overall fitness and capacity of a Building Lot to accept residential improvements on such Building Lot. Any and all site preparation in connection with any Building Lot is provided on an as-is, where-is basis without representation or warranty of any kind. Grantor makes no representations or warranties as to the suitability of any Building Lot for an Owner's intended use. Each Owner is purchasing its Building Lot with all faults, including both latent and patent defects. By acquiring a Building Lot, each Owner hereby waives any and all claims associated with the construction, grading, drainage, and development of any Building Lot in the Subdivision.

ARTICLE III: DEFINITIONS

3.1 "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee established by Grantor pursuant to Article VI hereof.

3.2 "Architectural Guidelines" shall mean the architectural design guidelines and rules promulgated, published, amended, and/or supplemented from time to time pursuant to this Declaration.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.4 "Assessments" shall mean those payments required of Owners and Association Members.

3.5 "Association" shall mean Eld Ranch Owners Association, Inc., a non-profit corporation organized or to be organized under the laws of the State of Idaho, its successors and assigns.

3.6 "Association Rules" shall mean those rules and regulations that the Association may issue from time to time governing conduct within the Subdivision, including imposition of fines for violation of said rules. The Association Rules may, among other things, also identify procedural matters for use in the conduct of the business of the Association.

3.7 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.8 "Building Lot" shall mean and refer to any plot of land showing upon any recorded plat of the Property. The term "Building Lot" shall not include Common Area but may include condominium units to the extent that any are located on the Property.

3.9 "Bylaws" shall mean the Bylaws of the Association.

3.10 "Class B Member Termination Date" shall mean the date on which: (a) Grantor no longer owns any Building Lot or any other portion of the Property; and (b) Grantor informs the Board in writing that Class B Member status is terminated. The provisions of this Declaration and the Bylaws regarding the Class B Member Termination Date are subject to the requirements of Idaho law relating to Board status and composition, including Idaho Code Section 55-3204A, as amended from time to time. For avoidance of doubt, in the event of any inconsistency between this Declaration and Idaho law regarding Board status and composition, Idaho law shall control.

3.11 "Common Areas" shall mean all real property (including all the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. Common Area may include, without limitation, parcels designated as common landscaped areas, irrigation facilities, private streets or drives, parking areas or drives, common open space, park areas, Association facilities (including storage and maintenance facilities), homeowner recreation facilities, and other amenities and facilities. Common Area shall be owned and maintained by the Association, or its assigns and may include easement and/or license rights. Common Area may be established from time to time by the Grantor by describing such area on a recorded Plat, by granting or reserving Common Area in a deed or other instrument, or by designating Common Area as such in this Declaration or any Supplemental Declaration.

3.12 "County" shall mean Valley County, Idaho.

3.13 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Eld Ranch Subdivision, as it may be amended from time to time.

3.14 "Grantor" shall mean Greater Good Investments LLC, an Idaho limited liability company, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Greater Good Investments LLC, or its successor, but excluding transfers to individual Building Lot Owners by Grantor.

3.15 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, mail boxes, electrical lines, pipes, pumps, ditches, ponds, and fixtures of any kind whatsoever. Improvement(s) include(s) both original improvements existing on the Property on the date hereof and all alter changes and improvements.

3.16 "Limited Assessment" shall mean a charge against a particular Owner, and such Owner's Building Lot, directly attributable to such Owner, equal to the cost incurred by an Association in connection with corrective action performed pursuant to the provisions of this Declaration, including, without limitation, damage to any Common Area, or the failure of an Owner to keep such Owner's Building Lot and/or Improvements in proper repair, and including interest thereon as provided in this Declaration.

3.17 "Member" shall mean each Owner holding a membership in the Association.

3.18 "Occupant" shall mean any resident or occupant of a Building Lot, including, without limitation, the Owner, family members, guests, invitees, and/or tenants.

3.19 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.20 "Person" shall mean any individual, partnership, corporation, trust, or other legal entity.

3.21 "Plat" shall mean any subdivision plat authorized by Grantor and covering any portion of the Property as recorded at the office of the County Recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.22 "Project Documents" shall mean this Declaration, any Supplemental Declarations, the Articles and Bylaws, Association Rules, any applicable Architectural Guidelines, and documents promulgated by the ACC, in accordance with Article VI.

3.23 "Property" shall mean the real property described on Exhibit A, including each lot, parcel and portion thereof and interest therein, including all water rights (if any) associated with or appurtenant to such real property, and including such additions thereto as may hereafter be annexed and brought within the coverage of this Declaration as more particularly provided for herein.

3.24 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and/or operating the Common Areas and all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of an Association, which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration.

3.25 "Setbacks" shall mean the minimum distance established by law or the Architectural Guidelines between the dwelling unit or other structure referred to and a given street, road, or Building Lot line.

3.26 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to Association, pursuant to the provisions of this Declaration.

3.27 "Sub-Association" shall mean an entity that may be established from time to time which may, as further described in Article 5.12 hereof, be provided with the authority to administer a portion of the Property and enact separate Architectural Guidelines for such Property located within the Sub-Association. If established, any Sub-Associations will remain subject to this Declaration, but will be operated, managed, and maintained separately from the Association by the Sub-Association and the expense thereof shall be assessed against the Owners within the Sub-Association in accordance with the applicable Supplemental Declaration or an amendment to the Declaration, as applicable.

3.28 "Subdivision" shall have the same meaning as Property.

3.29 "Supplemental Declaration" shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property. Grantor shall have the right to unilaterally annex future phases into the Association by means of Supplemental Declaration.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Prior Plan Approval. Except for Improvements made by Grantor, no Improvements of any kind shall be placed or permitted to remain upon any part of the Property including, without limitation, a Building Lot, unless a written request for approval has been approved by the Board or the ACC or a person so designated by the Board to approve the same. Any such written request for approval shall include all plans, specifications, landscaping plans, and exterior color scheme for the proposed Improvements.

4.2 Improvements – Generally. All Improvements are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration, and are subject to review by the ACC in accordance with Article VI, any Architectural Guidelines promulgated by Grantor or the ACC in accordance with Article VI, and the general and specific restrictions as set forth in this Article IV.

4.3 Use, Size and Height of Dwelling Structure. All Building Lots identified on the Plat shall be improved with a single-family dwelling unit or structure of frame, stone or brick construction. The floor area of each single-family dwelling unit shall be in accordance with the Architectural Guidelines. **Additional Setbacks and building height restrictions shall be as set forth in the Architectural Guidelines.**

4.3.1 Roofs. Roof materials and pitch shall be as set forth in the Architectural Guidelines.

4.3.2 Garages. Each dwelling shall have an attached or detached fully enclosed garage adequate for a minimum of two (2) standard size automobiles. No carports shall be allowed.

4.3.3 Accessory Structures. Improvements consisting of detached accessory structures shall be allowed if in conformity with the provisions of this Declaration, and if approved by the ACC, as provided more fully in Article VI below. There shall be no metal storage nor wood storage attachments to any dwelling unit except as approved by the ACC. Garages, storage sheds attached to the residential structure, patio covers, and guest homes, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot.

4.3.4 Fencing. All fencing will be reviewed and approved in advance by the ACC and shall be constructed in accordance with the Architectural Design Guidelines. All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Building Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs. No fence or wall shall interfere with the use and enjoyment of any easement shown on the Plat. No fence, wall, hedge, high planting, obstruction or barrier shall be

allowed which would unreasonably interfere with the use and enjoyment of neighboring Building Lots and streets and shall not be allowed if the same constitute an undesirable, noxious or nuisance effect upon neighboring Building Lots. The Association shall have the authority, but shall not be obligated to, maintain the exterior side of any fencing that faces any Common Area or street. Except as may otherwise be determined by the Board, the Association will maintain the exterior side (i.e. non-Building Lot side) of fencing installed by Grantor adjacent to Common Area. All other maintenance on the Building Lot, including without limitation, maintenance of fencing, shall be the responsibility of the Owner of the Building Lot on which the Improvement is located. If there is any dispute as to the responsibility of maintenance, repair, or rebuilding of fence adjacent to Common Area and the associated cost thereof, the Board will make the final determination. A livestock fencing plan will address requirements for neighboring properties that run livestock for over 30 days per County requirements.

4.3.5 Exterior of Structures. The visual harmony and aesthetic appeal of the structures on the Building Lots being of mutual concern to all Owners and having a direct bearing on the value of Building Lots and Improvements thereon, the ACC shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs of all structures erected upon Building Lots, and to require landscaping. No change shall be made in the color of paint, stain, or other exterior finish to a dwelling unit or structure without prior written approval by the ACC.

4.3.6 Lighting. Exterior lighting fixtures that can be seen from the streets, Common Area, or neighboring Building Lots must be of an indirect type. All exterior lighting shall be shielded and directed downward to minimize light pollution and shall not unreasonably illuminate adjacent Lots or Common Areas. Lighting shall be further subject to the requirements of Valley County and the Architectural Guidelines.

4.3.7 Location on Building Lot. Unless otherwise specifically approved in writing by the ACC, all structures (exclusive of fences and similar structures) shall be placed within the building Setbacks for each Building Lot. All utility facilities and/or systems used in connection with a Building Lot shall be placed underground.

4.3.8 Completion of Construction. Once any Owner of a Building Lot shall have commenced the construction of a dwelling unit or structure in compliance with the restrictions herein, such construction shall be completed within one (1) year thereafter. The term “commenced the construction” as used in this Section 4.3.8 shall mean the start of actual physical construction activities upon such dwelling unit or structure upon such Building Lot.

4.3.9 Groundwater Levels. The initial builder, and thereafter the Owner, is responsible to ensure that the Building Lot and any Improvements thereon, including the primary residence, are appropriately engineered, constructed, and maintained. Neither Grantor nor the Association will be responsible for the engineering and construction on or within a Building Lot, nor for any conditions caused by or related to fluctuating groundwater levels.

4.4 Landscaping. The initial Owner of a Building Lot shall submit a landscape plan which must be approved by the ACC and shall install the minimum landscaping provided in such approved plans and identified in the Architectural Guidelines then promulgated by the ACC and in accordance with this Section 4.4. Prior to completion of the initial landscape installation, Owner shall control weeds and maintain the property in a clean and safe condition, free of debris or any hazardous condition. Each Owner is responsible for irrigating and mowing all grass along road right-of-ways that border such Owner’s Building Lot. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners.

To conserve water and preserve the rural character of Valley County, all landscape plans must prioritize low-water, drought-tolerant, and natural landscaping techniques.

• Plant Selection: Approved landscape plans shall utilize native or adaptive plant species that require minimal supplemental irrigation once established.

• Turf Limitations: The installation of traditional, high-water-use turf grass shall be strictly limited to designated active recreation areas directly adjacent to the primary dwelling, as specified in the Architectural Guidelines.

• Irrigation Efficiency: Any installed irrigation systems must utilize water-efficient technologies, such as drip irrigation and smart controllers, to minimize runoff and evaporation.

• Natural Areas: Existing native vegetation, rocks, and natural topography outside of the immediate building envelope shall be preserved and maintained in their natural state to the maximum extent practicable.

Each Owner shall control and remove noxious weeds and maintain vegetation in compliance with applicable laws and in a manner that does not create a nuisance or fire hazard.

The use of fertilizers, herbicides, and pesticides shall be minimized, and, where used, shall be applied in an environmentally responsible manner.

Of critical concern with regard to landscaping in the Subdivision is the preservation of the stability of the hillsides and the prevention and/or control of wildfires. All Lots shall be maintained in a manner consistent with wildfire risk reduction practices, including maintaining defensible space and complying with any applicable wildland urban interface fire protection plan requirements established by the Association or applicable governmental authority.

The following vegetation are considered “noxious vegetation”: Japanese Yew (Taxus cuspidate), European or English Yew (Taxus baccata), and Chinese Yew (Taxus chinensis), and their hybrids. Any such noxious vegetation (or other vegetation deemed noxious by the ACC) is prohibited and shall be removed by the Owner upon whose Building Lot the noxious vegetation is located, at the sole cost of such Owner.

In addition to the foregoing, landscaping within the Subdivision shall be designed, installed, and maintained in a manner that minimizes adverse impacts to native wildlife, including elk and other big game species known to inhabit or migrate through the area. Landscaping shall not intentionally attract or concentrate wildlife in a manner that creates conflicts with residents or disrupts natural movement patterns. The use of vegetation known to be highly attractive as forage for elk or other large wildlife is discouraged, and the ACC may restrict or prohibit specific plant species where necessary to reduce wildlife conflicts.

No Owner shall install fencing, landscaping, or other Improvements that unreasonably interfere with established wildlife movement corridors, except as may be necessary for approved animal containment or as otherwise approved by the ACC. The ACC may adopt guidelines or restrictions to promote wildlife-compatible landscaping and to reduce human-wildlife conflicts, including recommendations or requirements consistent with guidance from state or local wildlife agencies.

12.2 Burning; Wood Burning Devices. No burning of any household garbage, trash, or other noxious refuse shall be permitted within the Subdivision. Burning of natural materials such as grass or tree trimmings shall take place only with required permits from the local fire department and any other agency or authority with jurisdiction. The policies, practices, and instructions of such entity shall be strictly followed. In accordance with Valley County code, only

one (1) wood burning device shall be allowed on a Building Lot.

4.6 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement, including, but not limited to, trees and landscape, shall at all times be kept in good condition and repair. Any building or structure that is vacant and unoccupied shall be kept locked and the windows glazed to prevent entrance by vandals. Vacant structures and unimproved Building Lots shall not be exempt from the provisions of this Declaration. In the event that any Owner shall permit any Improvement, including, but not limited to, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, overgrown, weed-infested, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due.

4.7 Excavation. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Building Lot unless such excavation is necessary in connection with the construction of an approved structure thereon. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in or under a Building Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under any Building Lot. No derrick or other structure design for use in boring for oil or nature gas shall be erected, maintained or permitted upon any Building Lot.

4.8 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the ACC.

4.9 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual or visitor use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.10 Boats, Campers and Other Vehicles. No dilapidated or unrepaired and unsightly vehicles or similar equipment, as determined in the reasonable discretion of the Board, shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are concealed from view in a manner approved by the ACC and using, without limitation, fencing and/or landscaping. Further, no boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles or bicycles shall be stored in the area between the front plane of a dwelling unit on a Building Lot and any street. No motor homes, motor coaches, campers, trailers, snowmobiles, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (including any vehicle that has not been driven under its own propulsion for a period of three (3) days or longer), oversized vehicles (including any vehicles too high or too wide to clear the entrance of an approved residential garage door opening), snow removal equipment, garden maintenance equipment, and any other potentially unsightly machinery and equipment shall be placed upon any portion of the Property, including, without limitation, streets, side yards, rear yards, and driveways, unless the same are enclosed by a structure or approved fence and landscape materials concealing them from view of adjacent Building Lot(s) or Common Areas and streets, in a manner approved by the ACC or Board. The

Board or its agent may remove any vehicles, machinery or equipment in violation of this section at any time and charge a Limited Assessment in doing so in accordance with Section 8.6 hereof.

4.11 Unsightly Articles; Nuisances. All Building Lots shall be managed and maintained so as to prevent any accumulation of junk, emissions, construction, hazardous materials, and utilities. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure appropriately screened from view, except when necessarily placed for pick-up by garbage removal services. Vacant Building Lots are to be kept in clean natural state. No Owner may cause or permit noise or other nuisance upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. In no instance will noise from residential heating and/or cooling equipment or pool equipment be considered a nuisance, provided such equipment has been installed and is operating in accordance with the manufacturer's specifications. No building materials of any kind shall be placed or stored on a Building Lot until the Owner of such Building Lot or such Owner's builder is ready and able to commence construction.

4.12 Exterior Energy Devices. No energy production devices including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Building Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC.

4.13 Animals/Pets. No animals, birds, insects, pigeons, poultry, or livestock shall be kept on the Property except as expressly permitted herein. This Section shall not apply to the keeping of up to three (3) domesticated dogs with only one being over 40 pounds, up to two (2) domesticated cats, and other customary household pets, provided such animals are not kept, bred, or maintained for any commercial purpose and do not constitute a nuisance.

No animals shall be permitted to roam freely within the Subdivision and all animals shall be kept under control of the Owner at all times and shall be either: (i) confined within a fenced area or structure approved by the Architectural Control Committee ("ACC"); or (ii) restrained by physical leash or electronic leash/fence when outside of a dwelling or enclosed area.

Chronic barking by dogs or other noise created by animals that disturbs other Owners shall be deemed a nuisance. Owners shall be responsible for the immediate removal and proper disposal of animal waste from any Common Area, roadway, pathway, or other portion of the Property not owned by such Owner.

Dog runs or other animal enclosures must receive prior written approval from the ACC, shall be appropriately screened from view, maintained in a sanitary condition, and shall comply with all setback and placement requirements established by the ACC or Architectural Guidelines.

No Owner shall permit any dog or other animal to harass, chase, worry, or otherwise disrupt livestock, crops, or farming operations on any adjacent property. Any animal behavior that interferes with, threatens, or constitutes a nuisance to adjacent agricultural uses is strictly prohibited and shall be deemed a violation of this Section.

Any violation of this Section by an Owner's animals, or by the animals of such Owner's tenants,

guests, or invitees, shall be deemed a violation by the Owner and may be enforced by the Association in accordance with this Declaration, including the imposition of a Limited Assessment.

All animal containment shall comply with the fencing and enclosure requirements set forth in Section 4.14 of this Declaration.

4.14 Fencing; Animal Containment. All fencing and enclosures shall be subject to prior written approval of the Architectural Control Committee ("ACC") and shall comply with the Architectural Guidelines.

Any fencing, dog run, or other enclosure intended for the containment of animals must be specifically designed and approved for such purpose. The ACC may require that such enclosures:

- be of sufficient height, material, and construction to prevent escape;
- be located in side or rear yard areas only;
- be screened from view from adjacent Building Lots, streets, and Common Areas; and
- be maintained in a clean, safe, and sanitary condition at all times.

No invisible, electronic, or similar containment systems shall be deemed sufficient as the sole means of animal restraint unless expressly approved by the ACC.

All fencing and animal enclosures shall be maintained by the Owner in good condition and repair. Any fencing or enclosure that fails to adequately contain animals or becomes unsightly or unsafe shall be promptly repaired or replaced by the Owner.

4.15 Wildlife Feeding. No Owner shall feed wildlife within the Subdivision, except for customary bird feeders.

4.16 Common Infrastructure Protection. No Owner shall interfere with or damage any drainage system, pond, dry hydrant system, irrigation system, or other Common Area infrastructure.

4.17 Trade or Business. All Building Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto. Trade or business may be conducted in and from any Building Lot by an Owner or Occupant so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling on the Building Lot; (b) the business activity conforms to all zoning requirements; (c) no signs relating to said business activity are displayed where visible from any location with the Subdivision; (d) the business activity does not increase the liability or casualty insurance obligations or premiums of the Association; and (e) the business activity does not constitute a nuisance, hazardous, or offensive use, as may be determined in the sole discretion of the Board.

4.18 Leasing and Rentals Permitted; Owner Responsibility All Building Lots and Dwellings within the Subdivision may be leased or rented for residential purposes, including short-term or vacation rentals, without restriction on duration or frequency, subject to compliance with this Declaration, the Association Rules, and applicable law. All leases and rental arrangements, whether written or oral, shall require that tenants, occupants, guests, and invitees comply with this Declaration and the Association Rules at all times.

4.18.1 Owner Responsibility for Occupants. Each Owner shall be responsible for

the conduct of all tenants, occupants, guests, and invitees using or occupying the Owner's Building Lot or Dwelling. Any violation of this Declaration or the Association Rules by such persons shall constitute a violation by the Owner.

4.18.2 Enforcement Against Owners and Occupants. The Association may enforce this Declaration and the Association Rules against both the Owner and the occupants of a Building Lot, including tenants and short-term renters, using any remedies available under this Declaration or applicable law. Without limiting the foregoing, the Association may impose fines or monetary penalties against the Owner, suspend privileges or use rights, require removal of occupants for repeated or material violations to the extent permitted by law, and take any other enforcement action authorized under this Declaration.

4.18.3 Rules Governing Rentals. The Association may adopt reasonable rules governing the use and occupancy of Building Lots by tenants and short-term renters, including occupancy limits, parking requirements, noise restrictions, trash management, use of Common Areas, and local contact or property management requirements. Such rules shall regulate conduct and use, but shall not prohibit or materially restrict the leasing or rental of Building Lots.

4.18.4 Compliance with Law. All leasing and rental activity shall comply with applicable federal, state, and local laws and regulations. Nothing in this Declaration shall be deemed to authorize any use prohibited by law.

4.18.5 Residential Use Clarification. The leasing or rental of a Dwelling, including short-term or vacation rentals, shall be deemed a residential use of the Building Lot and shall not be considered a commercial or business use for purposes of this Declaration.

4.18.6 Grantor Rights. Notwithstanding the foregoing, Grantor and its affiliates may use one or more Building Lots or Dwellings for model homes, marketing accommodations, or rental use in connection with the development and marketing of the Subdivision.

4.19 No Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are unsafe or hazardous to any Person or portion of the Property. Nothing shall be done or kept on the Property and/or on any Building Lot that will increase the rate of, or cancel, any insurance on any other portion of the Property. No blasting, mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth shall be allowed on the Property. The foregoing shall not prohibit exploratory drilling or coring necessary to construct Improvements.

4.20 Grading and Drainage. Builder is expressly responsible to ensure proper compaction, drainage, run-off, and detention within said Building Lot and may be required to accommodate drainage from adjacent Common Area in accordance with the grading and drainage plans for the Subdivision. Exposed gutters and downspouts shall be painted to match the surfaces to which they are attached, unless otherwise approved in writing by the ACC. The use of decorative copper gutters and downspouts is subject to the approval of the ACC. Exposed gutters and downspouts shall be painted to match the surfaces to which they are attached, unless otherwise approved in writing by the ACC.

4.21 Water Supply Systems. Each Owner is expressly responsible for installation and construction of a personal water supply system for the Building Lot, including domestic water use.

4.22 Sewage Disposal Systems. Each Owner is expressly responsible for installation and maintenance of an individual septic system serving such Owner's

Building Lot and shall meet the following requirements related thereto:

4.22.1 Permit and Installation Requirements. Each Owner shall be solely responsible for the cost, installation, operation, and maintenance of the individual subsurface sewage disposal system (the "Septic System") serving their Lot. No Septic System shall be constructed, altered, or repaired without first obtaining the required permits and approvals from Central District Health (CDH) and any other applicable regulatory agency. All systems must be designed by a licensed professional and installed by an installer certified in the State of Idaho.

4.22.2 Mandatory Maintenance and Pumping. To protect groundwater quality and avoid system failures, each Owner shall cause the Septic System on their Lot to be inspected by a licensed septic professional at least once every three (3) to five (5) years. The septic tank must be pumped out by a licensed septage hauler during this inspection if the sludge accumulation warrants maintenance.

4.22.3 Record Keeping and HOA Reporting. Each Owner shall maintain accurate records of all Septic System inspections, pumping activities, and repairs. The Board of Directors of the Homeowners Association (HOA) shall have the right to request copies of such maintenance receipts or certifications at any time. Upon receiving a written request from the Board, the Owner must provide proof of compliance within thirty (30) days.

4.22.4 System Protection. Owners shall strictly protect the integrity of the Septic System tank and drainfield areas. Prohibited activities on or over the drainfield and tank areas include, but are not limited to i) driving or parking heavy vehicles or machinery, ii) constructing buildings, decks, patios, or other permanent structures, iii) planting trees, deep-rooted shrubs, or invasive vegetation, iv) directing excessive stormwater runoff, gutter downspouts, or sump pump discharges directly into or onto the drainfield.

4.22.5 Association Right of Inspection and Remediation. In the event that an Owner fails to properly maintain or repair their Septic System, or fails to provide maintenance documentation upon request, the Association (through its Board or authorized agents) shall have the right of entry onto the Lot to inspect the system. If the Association determines that a system is failing, neglected, or poses an environmental or health hazard, the Association may contract for required pumping or repairs. All costs incurred by the Association for such inspections or remediation shall be assessed against the responsible Owner and Lot as a Specific Assessment, enforceable in the same manner as regular dues.

4.23 Driveway and Roadway Construction Requirements. All access driveways shall be constructed in accordance with the Architectural Guidelines.

4.24 Signs. No sign of any kind shall be displayed to the public view without the approval of the ACC except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) such signs identifying Eld Ranch Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the ACC may be displayed on or from the Common Areas; (3) one (1) commercially manufactured sign of customary and reasonable dimensions as prescribed by the ACC as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease; (2) one (1) commercially manufactured signs of customary and reasonable dimensions as prescribed by the ACC in support of or in opposition to a candidate for office or a ballot measure, which may be displayed by an Owner during those periods of time as outlined in the Architectural Guidelines; and (5) any sign required by the County of Valley. A customary “for sale” or “for lease” sign not more than three (3) feet by two (2) feet shall not require ACC approval. No sign shall be placed on Common Area lots without the written approval of the ACC.

4.25 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.26 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Areas to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. 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 Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by Grantor, but this particular exception shall not apply to building(s) or structure(s) constructed by Grantor on a Building Lot owned by Grantor. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Valley County Recorder.

Each Owner, by acceptance of a deed to a Building Lot, agrees that such Owner shall not object to or oppose any development of any portion of the Property, or other property owned or purchased by Grantor and annexed to the Property and made subject to this Declaration. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Persons.

4.27 Adoption of Rules. The Association, through its Board of Directors, may adopt and amend from time to time Association Rules not inconsistent with this Declaration relating to the use of the Common Areas and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.

4.28 Pathways. The Property may contain certain pathways that are accessible by Owners and certain pathways that will be accessible by Owners and the general public. Each Owner acknowledges that members of the public may use identified pathways and that Grantor and the Association (as applicable) will have access to maintain, operate, and repair such pathways, the use of which will be subject to Association Rules controlling access.

4.29 No Other Recordation. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Grantor's review and written consent, which consent may be withheld by Grantor in its sole and absolute discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Grantor. This section may not be amended without the written consent of Grantor. The rights contained in this section shall terminate upon the Class B Member Termination Date.

4.30 Governmental Approvals. All Lots shall be used and developed, and all construction shall be carried out thereon in accordance with all governmental approvals, including but not limited to the provisions of any permits and approvals issued by the Valley County.

4.31 Construction Site Requirements. Any and all site preparation, construction, and improvements placed on any of the Building Lots shall be constructed in accordance with all applicable safety codes, ordinances, and regulations, and all other statutes, codes, laws, ordinances, City approvals, and regulations applicable to the Building Lots or any improvements placed thereon. In addition to the foregoing:

Owners shall obtain all permits and approvals necessary for development and construction on the Building Lots and for payment of all sewer, water and utility hookup, or connection fees; building permit and inspection fees; and any Valley County, or other governmental fees, and all other fees associated with obtaining a building permit. Owner shall pay all architectural review fees required.

Owner shall be solely responsible for the cost and expense to repair any damage to streets, curbs, landscaping, fences, utility facilities, or any other subdivision improvements caused by Owner resulting from construction activities of Owner, or activities of any other agent, subcontractor, employee, or person acting on behalf of Owner.

Owner agrees to perform all work in a neat and workmanlike manner and shall not allow dirt, debris, or other waste material to remain on the Building Lots or to be scattered on other lots or in the streets. Owner will make adequate provisions to handle run off on surface waters in a manner that will not damage or deface streets or adjoining lots and will not drain into other lots or adjacent properties. Owner will at all times conduct its construction activities in a manner as to preserve lateral support for adjoining lots and properties. Owner agrees to regularly remove all excess excavation materials, trash, or debris resulting from Buyer's construction activities or anyone else's activities. Prior to removal of such materials, they shall be contained in an appropriate construction materials trash container. Owner shall adhere to all construction requirements and rules imposed by Grantor.

Owner agrees to indemnify and hold harmless Grantor, its members, officers, agents, and representatives from and against any and all claims, costs, damages, or losses incurred as a result of the condition of the Building Lots or the Building Lots' suitability for residential construction, Grantor's site preparation, and construction of improvements on the Building Lots, including, without limitation, claims resulting from surface or groundwater damage or any breach of the covenants contained in this Article IV.

4.32 Emergency Fire Protection Water Storage System. An underground water storage tank and associated pumping equipment for emergency fire protection shall be installed on Lot 10.

4.32.1 Grant of Easement and Access. The Association is hereby granted a perpetual, non-exclusive easement over, under, and across Lot 10 as necessary to install, operate, inspect, repair, and replace the tank and pumping system. The Association, its agents, and emergency personnel shall have the right of access to this area at all times.

4.32.2 Maintenance and Expenses. The Association shall have sole authority over and responsibility for the ongoing maintenance, testing, repair, and replacement of the water storage tank and all related pumping systems.

4.32.3. Utilities and Costs: All associated expenses, including the delivery, connection, and ongoing utility costs required to power and operate the pumping system, shall be a common expense of the Association.

ARTICLE V: THE ASSOCIATION

5.1 Organization of The Association. The Association shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title in such Owner's Building Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 1 and no later than July 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail or electronic mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and, after the Class B Member Termination Date, the presence of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. At any such meeting properly called, the presence of any Member shall constitute a quorum.

5.4 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.4.1 Class A Members. Owners other than Grantor (prior to the Class B Member Termination Date, as defined in Section 3.10 shall be known as "Class A Members." Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.4.2 Class B Member. Grantor shall be known as the "Class B Member," and

shall be entitled to fifty (50) votes for each Building Lot owned by such Class B Member on the day of the vote. The Class B Member shall cease to be a voting Member in the Association on the Class B Member Termination Date. Grantor may assign and transfer its Class B Member status and associated voting rights to a successor in title to any portion of the Property by means of a writing recorded in the records of Valley County, Idaho.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.5 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("**Board**") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Association may exercise any right or privilege given to the Association expressly by this Declaration and the Project Documents, or as reasonably implied from or reasonably necessary to effectuate any such right or privilege.

5.6 Power and Duties of the Association.

5.6.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration, each as may be amended; provided, however, that the Corporation shall not have the power to institute, defend, intervene in, settle, or compromise proceedings in the name of any Owner or Member except in instances involving the administration of Common Area administered and/or owned by the Corporation. The Association 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 Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Areas and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.6.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.6.1.2 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 who consents 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 Bylaws.

5.6.1.3 Delegation of Powers. The authority to delegate its power and

duties to committees, officers, employees, or to any Person to act as manager for the maintenance, repair, replacement and operation of any Common Area. The Association and the members of the Association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.6.1.4 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) 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 the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.6.1.5 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.6.1.5.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and

5.6.1.5.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.6.1.5.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time. Notwithstanding the foregoing provisions of this Section 5.6.1.5, the Association may in no way grant or affect any licenses, easements, or rights-of-way in a manner that violates or is contrary to licenses, easements, or rights-of-way granted by or to any local government or municipal authority.

5.6.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.6.2.1 Operation and Maintenance of Common Areas. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Areas, including conduct of a reserve study for

private streets operated and/or maintained by the Association on at least a three-year basis.

5.6.2.2 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Areas or against the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.6.2.3 Water and Other Utilities. Acquire, provide and/or pay for necessary services for maintenance of the Common Areas, and to manage for the benefit of the Association all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.6.2.4 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.6.2.4.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Areas.

5.6.2.4.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas. Limits of liability of such coverage shall be as follows: _____ per person and _____ per occurrence with respect to personal injury or death, and _____ per occurrence with respect to property damage.

5.6.2.4.3 Such other insurance, including motor vehicle insurance and Worker's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.6.2.4.4 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to

the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.6.2.4.5 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.6.2.4.6 Each Owner may obtain insurance at such Owner's own expense providing coverage upon such Owner's Building Lot, such Owner's personal property, for such Owner's personal liability, and covering such other risks as such Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this article. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the owner of the Building Lot and/or the mortgagee in connection with such Building Lot.

5.6.2.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Valley County Recorder, as more fully provided herein.

5.7 Personal Liability. No Member of the Board, or member of any committee of the Association, including the ACC, or any officer of the Association, or Grantor, 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, Grantor, any committee of the Association, the Board, the manager, if any, or any other representative or employee of the Association, Grantor, or any committee of the Association, or any officer of the Association, or manager, if any, 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 misconduct.

5.8 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.8.1 Budget/Projected Operating Statement. A projected operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement projected for the ensuing fiscal year shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.8.2 Balance Sheet. Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year, and will deliver such Balance Sheet to each Owner within ninety (90) days after the end of each fiscal year.

5.8.3 Operating Statement. Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared an annual operating statement reflecting the income and expenditures of the Association. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8.4 Audit. The Corporation will provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Building Lot submits a written request for it; such holder, insurer or guarantor shall pay the reasonable cost of such audit. A copy of each audit shall be delivered to each Member within thirty (30) days after the completion of such audit.

5.9 Manager. The Association may employ or contract for the services of a professional manager or management company, provided that no such management or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association upon thirty (30) days' notice, with or without cause, and any payment of a termination fee may not exceed three months of the then current monthly management fee. The professional manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such a professional manager of any such duty, power or function so delegated by or on behalf of the Board.

5.10 Rules Regarding Inspections of Books and Records. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner of the Association or by such Owner's duly appointed representatives, at any reasonable times designated by the Association and for purposes reasonably related to such Owner's interest as a member of the Association. No Owner or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Owner. The Board shall establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by the Person's desiring to make the inspection; (b) hours and days of the week when such inspection may be made; and
(c) payment of the cost of re-producing copies of documents requested pursuant to this Article.

5.11 Variance Authority. The Board shall have the authority to grant one-time variances of otherwise applicable restrictions contained in this Declaration. If such variances are granted, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision covered by the granted variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of such Owner's Building Lot, including but not limited to zoning ordinances and Building Lot set-back lines or requirements imposed by any governmental or municipal authority.

5.12 Sub-Associations.

5.12.1 Creation by Grantor. The Grantor may create Sub-Association(s) as non-profit corporations under the laws of the State of Idaho. The Grantor may, in the Grantor's

discretion, create a Sub-Association by means of a Supplemental Declaration, or create such a Sub-Association by means of separate instrument(s).

5.12.2 Management, Powers and Duties. Each Sub-Association shall be managed in the same manner specified in any applicable Supplemental Declaration or other instrument, and/or in the Articles and the Bylaws of the Sub-Association, and shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions, including levying assessments, adopting rules and regulations, granting easements, managing property, paying expenses, taxes, assessments, utility charges, consulting fees and insurance premiums as are provided for herein for the Association, except as modified herein or by a Supplemental Declaration or other instrument, as applicable. The Board, officers, managers, ACC, and the Grantor shall be free of personal liability as to a Sub-Association in the same manner as described herein with respect to the Association.

5.12.3 Membership. Where a Sub-Association is created, the Members thereof shall be all the Owners of Building Lots, including the Grantor, while the Grantor remains an Owner, in the respective Property designated in an applicable Supplemental Declaration or other instrument. Memberships may be transferred only in the same manner as provided for memberships in the Association.

5.12.4 Voting Rights. The Members of each Sub-Association shall have such voting rights as may be specified in an applicable Supplemental Declaration or other instrument and/or in the Articles and Bylaws of the Sub-Association.

ARTICLE VI: ARCHITECTURAL CONTROL

6.1 ACC. In order to protect the quality and value of all homes built on the Property, and for the continued protection of the Owners thereof, an ACC, initially consisting of three (3) individuals appointed by Grantor, is hereby established. The ACC shall have exclusive jurisdiction over all original construction on any portion of the Property existing or annexed at a future date. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than builders, Grantor retains the right to appoint all members of the ACC, who shall serve at Grantor's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Grantor. Initially the Grantor and ultimately the ACC shall have the power to promulgate the Architectural Guidelines relating to the planning, construction, alteration, modification, removal or destruction of the Improvements within the Property deemed necessary or desirable by the Grantor or the ACC, as the case may be, to carry out the purposes of this Declaration. The Architectural Guidelines shall be consistent with the provisions of this Declaration. The Architectural Guidelines may contain provisions not limited to architectural design, exterior finishes and colors, roofing materials, fences, landscaping, exterior lighting, mailboxes and the like. They may also include policies, procedures and rules, which in the discretion of the ACC are reasonable to maintain a quality subdivision and to protect property values. The Building Lot owner shall review and be familiar with the current Architectural Guidelines, copies of which are available from the Grantor.

6.2 Approval by Committee Required. No building, fence, wall, patio cover, window awning or other Improvement shall be commenced, erected, or maintained upon any Building Lot, Common Areas or other portion of the Property, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, location of the same, color, and such other detail as the ACC may require shall have been submitted to and approved in writing by the ACC. A single-family dwelling unit

or structure should take into consideration the Building Lot frontage and the potential for side-lot access for the garage, which side-lot garage access shall be encouraged where appropriate. In the event the ACC fails to approve or disapprove such plans, specifications and location within thirty (30) days after said plans and specifications have been submitted to it in such form as may be required by the ACC, in writing, such plans shall be deemed denied in accordance with the procedures set forth in the Architectural Guidelines.

6.3 ACC Representative. The ACC may appoint in writing one (1) of its members to act as its designated representative (the "**Committee Representative**"). The Committee Representative may be delegated all duties and obligations of the ACC. In the event a Committee Representative is appointed, it is intended that the ACC shall look to the Committee Representative to perform all functions of the ACC; provided, however, the ACC shall make all final determinations and decisions regarding all duties and obligations of the ACC. Any action or decision made by a majority of the members of the ACC shall be a binding decision of the entire ACC.

6.4 Review of Proposed Construction. The ACC shall consider and act upon any and all proposals of plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the ACC. The Board shall have the power to determine, by rule or their written designation consistent with this Declaration, which types of improvements shall be submitted to the ACC to review and approval. The ACC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

6.5 Conditions of Approval. The ACC may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same ("**Applicant**") to grant appropriate easements to an Association for the maintenance thereof, upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, any may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

6.6 Committee Rules. The ACC may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions.

6.7 ACC Fee Assessment. The ACC shall require a fee to accompany each application for approval of any plans and specifications for improvements to be constructed on a Building Lot, or additional factors which it will take into consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, as further set forth in the Architectural Guidelines. Such fees shall be used to defray the costs and expenses of the ACC or for such other purposes as established by the Board.

6.8 Detailed Plans. The ACC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, landscape plans, drainage plans, elevation drawings, colored renderings, and descriptions or samples of exterior material colors, as further specified in the Architectural Guidelines. Until receipt by the

ACC of any required plans and specifications, the ACC may postpone review of any plan submitted for approval.

6.9 Form of ACC Decisions. Decisions of the ACC and the reasons therefor shall be transmitted by the ACC to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the ACC. In the event no decision is provided within such time period, such applications shall be deemed denied in accordance with the procedures set forth in the Architectural Guidelines.

6.10 Meetings of the ACC; Voting. The ACC shall meet from time to time as necessary to perform its duties hereunder. Unless a ACC Representative is appointed in accordance with Section 6.3 hereof, the vote of any two (2) members of the ACC, or the written consent of any two (2) members of the ACC taken without a meeting, shall constitute an act of the committee.

6.11 No Waiver of Future Approvals. The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

6.12 Compensation of Members. The members of the ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

6.13 Inspection of Work. The ACC may require an inspection of work and if required, the inspection and correction of defects therein shall proceed as follows:

Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ACC.

Within sixty (60) days thereafter, the ACC or its duly authorized representative may inspect such improvement. If the ACC finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non- compliance with such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

6.14 Non-Liability of ACC Members. Neither the ACC nor any member thereof, nor its duly authorized ACC representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the ACC's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment, which would result in the immediate vicinity and to the Property generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

6.15 Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the ACC, and shall become effective upon recordation in the Office of the County Recorder of Valley County. If such variances are granted, no violation of the restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof, covered by the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and Building Lot set-back lines or requirements imposed by any governmental or municipal authority.

6.16 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or ACC, such offending Owner shall, at such Owner's own cost and expense, remove such Improvement AND restore the Building Lot to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the Building Lot, remove the violation, and restore the Building Lot to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Building Lot and collected as a Limited Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration and the Architectural Guidelines may be excluded by the Board from the Property. In such event, neither the Association, nor its officers, nor its directors shall be held liable to any Person for exercising the rights granted hereunder. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Declaration and the decisions of the ACC.

6.17 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the ACC.

ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Common Areas. Every Owner shall have a right to use each parcel of the Common Areas, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

The right of the Association holding or controlling the Common Areas to levy and increase Assessments;

The right of the Association to suspend the voting rights and rights to use of, except for the right of an Owner to ingress and egress to such Owner's Building Lot, or interest in, Common Areas by an Owner for any period during which any Assessment or charge against such Owner's

Building Lot remains unpaid;

The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Areas shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded;

The right of the Association to prohibit the construction of structures or Improvements on the Common Areas;

The right of the Association to suspend any Member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any assessments against said Member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

The right of the Association to limit the number of Members permitted to use the Common Areas, or a portion thereof, at any one time; and

The right of the Association to publish reasonable rules and regulations governing the use of the Common Areas.

7.2 Designation of Common Areas. Grantor shall designate and reserve the Common Areas in this Declaration, and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws of the Association such Owner's right of enjoyment to the Common Areas, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot.

7.4 Damages. Each Owner shall be fully liable for any damage to any Common Areas which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE VIII: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments and other charges made by the Association against such Owner pursuant to the provisions of this Declaration or other applicable instrument. All costs associated with private roads, irrigation systems, drainage systems, fire protection facilities (including ponds, tanks, and dry hydrants), and other shared infrastructure serving the Subdivision shall be deemed Common Expenses of the Association and shall be assessed to the Owners in accordance with this Declaration.

8.1.1 Assessment Constitutes Liens. Such Assessments and charges together

with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

8.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

8.2 Capitalization; Set-Up Fees; Transfer Fee; Utility and Service Fees. Upon the conveyance of record title to a Building Lot to the first Owner thereof other than Grantor or a builder acquiring a Building Lot solely for construction and resale in the ordinary course of business, the purchaser shall pay to the Association a one-time set-up fee contribution to working capital in the amount of _____. (the "Set-Up Fee").

In addition to the Set-Up Fee, each Owner shall be responsible for the following fees associated with the initial development and ongoing operation of the Subdivision:

8.2.1 Irrigation Set-Up Fee. Each Building Lot shall be subject to a one-time irrigation set-up fee in the amount of _____, payable to the Association at or prior to the time irrigation service is made available to such Lot.

8.2.2 Power Set-Up Fee. Each Building Lot shall be responsible for all costs associated with establishing electrical service, including any required set-up, hook-up, or connection fees charged by Idaho Power or any successor utility provider. Such costs shall be the sole responsibility of the Owner and shall not be considered a Common Expense unless otherwise determined by the Association.

8.2.3 Snow Removal and Street Maintenance Fee. Each Owner shall pay to the Association a snow removal fee in the initial amount of _____ per quarter, or such other amount as may be established by the Board from time to time, to cover the costs of snow removal services within the Subdivision. The snow removal fee shall be assessed as a Regular Assessment or as a separately stated common expense and shall be enforceable in the same manner as other assessments under this Declaration.

8.2.4 Upon each subsequent conveyance of record title to a Building Lot, the purchaser shall pay to the Association a transfer fee contribution in the amount of _____. (the "Transfer Fee").

8.2.5 All fees described in this Section shall be due and payable at closing (for transfer-related fees) or as otherwise established by the Association, and shall be collected by the closing agent or directly by the Association, as applicable. Such fees shall be in addition to, and not in lieu of, any Regular or Special Assessments and shall not be considered an advance payment of assessments.

8.2.6 All fees payable to the Association under this Section shall constitute assessments secured by the lien rights of the Association under this Declaration.

8.2.7 Grantor shall be exempt from the Set-Up Fee, Transfer Fee, and snow removal fees. Builders acquiring Building Lots for construction and resale in the ordinary course

of business shall be exempt from the Set-Up Fee but shall be responsible for snow removal fees and shall pay the Transfer Fee upon conveyance of a completed Dwelling to a third-party purchaser.

8.3 Exempt Property. The following property shall be exempt from payment of Regular and Special Assessments: (a) all Common Area; (b) any property dedicated to and accepted by any governmental authority or public utility; and (c) all Building Lots owned by Grantor (collectively, the "**Exempt Property**").

8.4 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

8.4.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorney's fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of insurance, construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Areas, or other property of the Association that must be replaced and maintained on a regular basis (collectively "**Expenses**").

8.4.2 Computation of Regular Assessments. The initial Regular Assessments charged by the Association shall be _____ per quarter. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("**Initiation Date**"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be adjusted by an amount which fairly reflects the fact that such period was less than one year.

8.4.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

8.5 Special Assessments.

8.5.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Areas, attorney fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the

votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.5.2 Consistent Basis of Assessments. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

8.6 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a 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 Building Lot into compliance with the provisions of the governing instruments for the Subdivision, which charges may include, but are not limited to: reimbursement for damage or waste caused by willful or negligent acts of an Owner, an Owner's guests, invitees, or occupants of the Owner's Building Lot; fees or charges levied against the Association as a result of the actions of an Owner, an Owner's guests, invitees, or occupants of the Owner's Building Lot; and insurance deductibles required to be paid by the Association in connection with claims made in connection with damage to Common Area..

8.6.1 Enforcement Requirements. Notwithstanding anything to the contrary contained in the Declaration, no Limited Assessments may be imposed upon an Owner for a violation of the terms of the Declaration by an Owner unless the following requirements are complied with by the Board: (i) A majority vote by the Board shall be required prior to imposing any Limited Assessment on an Owner for a violation of any covenants and restrictions pursuant to the rules and regulations of the Association; (ii) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (iii) In the event the Owner begins resolving the violation prior to the meeting, no Limited Assessment shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (iv) No portion of any Limited Assessment may be used to increase the remuneration of any member of the Board or an agent of the Board.

8.6.2 Fine for Violation. In addition to any damages actually incurred by the Association, including reasonable attorneys' fees, associated with addressing a violation of this Declaration or damage to Association property, including Common Area, the Board shall be entitled to impose a fine of _____ per day or a maximum of _____ total, as a Limited Assessment, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained in this Declaration, provided that the procedures in Section 8.6.1 are followed. At the Board's sole discretion, any such fine once levied may be subsequently removed on a case-by-case basis. Any monetary penalty imposed as provided herein shall be a Limited Assessment to which such Owner's Building Lot is subject, shall be in addition to any other Assessments levied by the Association pursuant to the provisions of this Declaration, and shall not be subject to any of the requirements, limitations or restrictions on the amount or uniformity of Assessments contained herein. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.7 Service Area Assessment. The Board may from time to time establish other Assessments, which may include a "Service Area Assessment" for services provided to particular Owners but which are not applicable to all Lots within the Subdivision. The terms of payment of such Service Area Assessments, including the amounts of such, shall be fixed by the Board from time to time and charged in accordance with the processes set forth in Section 8.10 below.

8.8 Uniform Rate of Assessments. Unless otherwise specifically provided herein,

Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association. The foregoing shall not preclude a Regular or Special Assessment (if not charged as a Service Area Assessment) that applies only to particular Building Lots when such Building Lots exclusively benefit from a cost incurred by the Association, which costs shall be identified in a Supplemental Declaration annexing such Building Lots into the Subdivision.

8.9 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly or quarterly installments, as determined by the Board, as per Section 8.4.3 above.

8.10 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Limited Assessments are due and payable within ten (10) days after notice of the same was delivered unless a different due date is specified in such notice. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge in the amount of _____. In addition, each installment payment which is delinquent for more than thirty (30) days shall accrue interest at the highest rate allowed by applicable law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees in collecting the same, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

8.11 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 8.11 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge. The Association shall be authorized to charge its actual costs in preparing such estoppel certificate.

8.12 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE IX: ENFORCEMENT OF ASSESSMENTS; LIENS

9.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to Section 9.4 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens.

9.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Valley County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the _ Valley County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Costs of Collection and Enforcement. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in the Declaration and agrees to the enforcement of all Assessments in the manner herein specified.

9.3.1 Late Payment. Any Regular, Special, or Limited Assessment not paid within ten (10) days after the due date shall incur a late payment and fees in accordance with Section 8.10 above. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or an action to foreclose the lien against such Building Lot in

accordance with this Article.

9.3.2 Attorneys' Fees. In the event an attorney or attorneys are employed for the collection of any Regular, Special, or Limited Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of the Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this section to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.4 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

9.5 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Valley County Recorder.

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 9.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

9.7 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE X: EASEMENTS

10.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Areas

adjacent thereto or as between adjacent Building Lots due to the unwilful placement or settling or shifting of the Improvements. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 10.1.

10.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners and the Association to and from their respective Building Lots or Common Areas only as reasonably necessary for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots (consistent with Section 4.17 above), and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, by the Association, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for such purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Areas as set forth above.

10.3 Drainage, Irrigation and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities, irrigation and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

10.4 Improvement of Drainage, Irrigation and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage, irrigation or utility easement areas as shown on the Plat of Eld Ranch Subdivision (all phases) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and Grantor, Association or designated entity with regard to the landscaping easement described in this Article X, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the ACC, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

10.5 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections

shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

10.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

Notwithstanding the foregoing provisions of this Article X, Grantor may in no way grant or affect any easements in a manner that violates or is contrary to easements granted by or to any local government or municipal authority.

ARTICLE XI: INTENTIONALLY DELETED

ARTICLE XII: DAMAGE OR DESTRUCTION

12.1 Damage to Common Area; Association as Attorney-in Fact. Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on Common Area. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner that may be necessary or appropriate to exercise the powers granted herein to the Association as attorney-in-fact. In the event of damage to Common Area, the Association shall endeavor to repair such damage and shall employ amounts received from insurance proceeds or Special Assessments in order to do so.

12.2 Damage Affecting Building Lots. In the event of damage or destruction to the Improvements located on any Building Lot, the Owner thereof shall promptly repair and reconstruct to the condition prior to such damage or destruction. If such repair or reconstruction is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair or reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine in accordance with then-existing Association Rules and the procedures for Limited Assessments set forth herein. The Board shall be authorized to extend the foregoing timeframes for good cause, which may include circumstances beyond the Owners' control.

ARTICLE XIII: CONDEMNATION

13.1 Consequences of Condemnation. If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

13.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

13.3 Apportionment. The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Building Lot basis. The appropriate Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Building Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Building Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other liens or in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XIV: DISPUTE RESOLUTION

14.1 Agreement to Avoid Litigation. All Owners agree to encourage the amicable resolution of disputes within the Property. Accordingly, all claims, grievances, or disputes by any Owner arising out of or relating to the interpretation, application, or enforcement of the Project Documents, or the rights, obligations, and duties of any Owner (collectively, the "**Claims**"), shall be subject to the provisions of this Article.

14.2 Mandatory Procedures. Any Owner having a Claim (a "**Claimant**") shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until Claimant has: first, made every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation; and, second, if the parties do not resolve the Claim through negotiation, Claimant shall submit the Claim to mediation. If the good-faith results of negotiation and mediation are unsatisfactory, either party shall then be authorized to seek any remedy at law or in equity.

14.3 Costs of Resolving Claims. The Owner shall bear all of its own costs incurred prior to and during the proceedings described herein, including fees of attorneys or other representatives. Each party shall share equally all charges in connection with mediator(s).

ARTICLE XV: MISCELLANEOUS

15.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2060, unless amended as herein provided. After December 31, 2060, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless

amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Valley County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of Valley County, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

15.2 Amendment.

15.2.1 By Grantor. Until the Class B Member Termination Date, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amended" or an "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

15.2.2 By Owners. After the Class B Member Termination Date, and except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article XV, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than sixty-six percent (66%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Valley County Recorder. Any amendment to this Article XV shall require the vote or written consent of Members holding ninety percent (90%) of the voting power of the Association.

15.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

15.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

15.4 Annexation and Withdrawal of Property. Grantor may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval, or signature of any Person or the Association, elect to remove any portion of the Property from (or annex additional real property to) the jurisdiction of this Declaration. In the case of de-annexed property, such property shall be considered de-annexed upon a notice duly recorded in the Valley County Recorder's Office stating that such de-annexed property has been removed from the jurisdiction of this Declaration.

15.5 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section 15.5.

15.6 Enforcement and Non-Waiver.

15.6.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot, or the Association, shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

15.6.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

15.6.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

15.6.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

15.6.5 Discretion of Board; Non-Waiver. The Board may use its sole discretion to determine whether to pursue a violation of the Project Documents. In evaluating such, the Board may determine that under the particular circumstances (a) the Association's position is not strong enough to justify taking action or any further action; (b) the specific provision in the Project Documents is or may construed as inconsistent with applicable law; (c) the violation is not of such material nature to be objectionable to a reasonable person or otherwise justify expending Association resources to pursue; or (d) that enforcement is not in the Association's best interests based on reasonable criteria, including, but not limited to, expense or hardship. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

15.6.6 Attorneys' Fees. In the event any suit or other proceeding is instituted by the Association to enforce any of the Project Documents, the prevailing party in such proceeding shall recover its costs and expenses incurred in connection therewith, as well as such amount as the court may determine to be reasonable as attorneys' fees as trial and upon any appeal or petition for review thereof.

15.7 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

15.7.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

15.7.2 Restrictions Severable. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

15.7.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

15.7.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

15.7.5 Presumption. The Association and the ACC shall be entitled to a presumption of validity in connection with any interpretation of this Declaration by either body.

15.8 Use of Trade Name. Each Owner, by acceptance of a deed for such Owner's Building Lot, shall be deemed to acknowledge that "Eld Ranch" is or may become a service mark, trade name, and/or trademark of Grantor or its licensees, and to covenant that any such Owner shall not use the term "Eld Ranch" without the prior written permission of Grantor. Grantor grants to the Association a revocable, non-exclusive license to use the name "Eld Ranch" for the sole purpose of identifying the Association.

15.9 Successors and Assigns. All references herein to Grantor, Owners, the Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

15.10 Mortgagees' Right to Satisfy Obligations of the Association. In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Common Areas, or in the event that the Association fails to pay premiums due on insurance policies required by this Declaration, the lapse of which would jeopardize a mortgagee's security in any Building Lot, such mortgagee may pay said premium after first having served five (5) days, written demand for such payment on the Association. In the event that the Association has allowed said insurance policies to lapse, any such mortgagee whose security in any Building Lot is jeopardized thereby may secure new comparable insurance coverage. In the event that such mortgagee makes payments allowed hereunder, it shall be entitled to prompt reimbursement from the Association.

15.11 Owners' Further Acknowledgments. By accepting a deed to any Building Lot(s) contained within the Property, each Owner acknowledges and agrees:

Owner has read and understands the Project Documents;

That natural light available to and views from a Building Lot can change over time due to, among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED**.

That certain portions of the Subdivision, including trails, may be utilized by the general public;

That portions of the subdivision are near bodies of water. Owner acknowledges and accepts the inherent risk to themselves and their family members due to a Building Lot being near or directly adjacent to one or more bodies of water. Each Owner and/or Occupant is solely responsible for supervising themselves and any other Occupants, family members, guests, invitees, and/or pets within the Subdivision;

That bodies of water pose a potential hazard near and within the Property, and any risk

related to the presence, use, or enjoyment of such bodies of water within the property is the sole responsibility of the Owner or occupant for themselves, other occupants, family members, guests, and invitees. No representations or warranties are made by the Association with regard to the condition of water in or near the Property. Without limitation, algae blooms may occur within such bodies of water that may cause physical injury or death. Children and pets should be supervised at all times. Any rules or hours of use of such bodies of water shall be set by the Association. Regular lifeguards shall not be on duty at any body of water, but if present each Owner or occupant shall still be responsible for themselves, family members, guests, invitees, and/or pets. Any such presence of a lifeguard should not be construed as a guarantee of life or safety;

That in order to receive approval to develop the Subdivision, the Grantor was required to obtain approval from local governments with jurisdiction, including Valley County, that through this process certain conditions of approval were attached to the Subdivision, and that Owner understands and will abide by all such conditions;

That Owner has accepted title to the Building Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes such Building Lot(s) "AS IS, WHERE IS," without any express or implied warranty from Grantor.

15.12 Conflicts Between Documents. In case of conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control. In case of conflict between this Declaration and the Architectural Guidelines, this Declaration shall control.

[*end of text – signature on following page*]

IN WITNESS WHEREOF, Grantor has set its hand this ____ day of _____, 2020.

GRANTOR:

Greater Good Investments LLC,
an Idaho limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
County of _____)

This record was acknowledge before me on _____ (date) by _____as _____of Greater Good Investments LLC.

_____
Signature of Notary Public
My commission expires: _____

EXHIBIT A

Legal Description and Plat Map of Property
[INSERT]

DECLARATION OF PRIVATE ROADS FOR
ELD RANCH ESTATES SUBDIVISION
VALLEY COUNTY, IDAHO

This **DECLARATION** is made by **Greater Good Investments, LLC**, an Idaho limited liability company ("**Declarant**"), that is the owner of certain lands located in Valley County, Idaho, which are platted as the Eld Ranch Estates Subdivision.

WHEREAS, Declarant did, on the _____day of _____, 20__, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. _____, in Plat Book _____, on Page _____, the Final Plat for Eld Ranch Estates Subdivision (hereinafter "Final Plat").

WHEREAS, Declarant is the owner of the real property contained in the Final Plat.

WHEREAS, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of the Eld Ranch Estates Subdivision Roads, the maintenance responsibility therefor, and the standards and provisions governing completion thereof.

NOW, THEREFORE, Declarant hereby states and declares as follows:

1. PRIVATE ROADS: All Subdivision roads shall be private roads and are dedicated for the use of the Owners of the Lots accessed thereby, as well as their families, guests and invitees (the "**Private Roads**"). Declarant shall have the right, but not the obligation, to transfer ownership of the Subdivision roads and rights-of way to the Eld Ranch Estates Owners Association (the "**Association**"), that shall thereafter be responsible for the maintenance, repair, and upkeep of the Subdivision roads and road rights-of-way. If Declarant elects to retain ownership of the Subdivision roads and rights of way, the Association shall nonetheless assume sole responsibility for the maintenance, repair and upkeep of the Subdivision roads and road rights-of-way.

2. DECLARANT IS SOLELY RESPONSIBLE FOR THE COSTS OF ROAD DESIGN AND CONSTRUCTION: Declarant is solely responsible for the costs of the design and construction of the Private Roads, pursuant to and according to the final plans therefor, as submitted to Valley County.

3. VALLEY COUNTY IS NOT RESPONSIBLE FOR THE ROADS: Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair, or replacement of the Private Roads.

4. ELD RANCH ESTATES PROPERTY OWNERS' ASSOCIATION RESPONSIBLE FOR MAINTENANCE OF ROADS: The Eld Ranch Estates Property Owners Association, Inc., a duly formed Idaho non-profit corporation, whose members shall include the owners of Lots in Eld Ranch Estates Subdivision, shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of all of the Private Roads.

5. STATUS AND COMPLETION OF ROADS: The construction of Private Roads shown on the Final Plat are approximately ___% complete. The Private Roads will be completed on or before __ **[DATE]**, in compliance with the Eld Ranch Estates Subdivision Roads plans as approved by Valley County. The cost of full completion of the Private Roads shown on the Final Plat shall be financially assured by Greater Good Investments, LLC, in accordance with the terms of Valley County Land Use and Development Ordinance Section 10-5-3(A).

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year specified by their signatures below.

GREATER GOOD INVESTMENTS, LLC

By: _____
MARK YOUNG, Manager

STATE OF IDAHO,)
(ss.
County of Valley.)

On this _____day of _____, 2026, before me, a Notary Public in and for said State, personally appeared **Mark Young**, known or identified to me to be the Manager of **Greater Good Investments, LLC**, and the person who executed the instrument on behalf of said limited liability company, 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.

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

DECLARATION OF INSTALLATION OF UTILITIES
FOR ELD RANCH ESTATES SUBDIVISION
VALLEY COUNTY, IDAHO

This **DECLARATION** is made by **Greater Good Investments, LLC,** an Idaho limited liability company, ("**Declarant**"), that is the owner of certain lands located in Valley County, Idaho, which are platted as the Eld Ranch Estates Subdivision.

WHEREAS, Declarant did, on the ____day of _____, 20__, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. _____, in Plat Book _____, on Page _____, the Final Plat for Eld Ranch Estates Subdivision (hereinafter "Final Plat").

WHEREAS, Declarant is the owner of the real property contained in the Final Plat.

WHEREAS, the purpose of this Declaration is to describe the utilities which will be placed in Eld Ranch Estates Subdivision, the schedule for completion of such utilities, and the entity with responsibility for construction of such utilities.

NOW, THEREFORE, Declarant hereby state and declare as follows:

1. Sewage Disposal: Sewage disposal shall be supplied by means of an individual septic/drain field system, the installation and maintenance of which shall be the sole and exclusive responsibility of Owners of Lots in Eld Ranch Estates Subdivision. Permits for such individual septic/drain field systems shall be required from the Central District Health Department.

2. Potable Water: Water shall be supplied by means of an individual well, the installation and maintenance of which shall be the sole and exclusive responsibility of Owners of Lots in Eld Ranch Estates Subdivision.

3. Power: Electrical power is being supplied to Eld Ranch Estates Subdivision by the Idaho Power Company, which is responsible for the design and construction of the Eld Ranch Estates Subdivision power distribution system. Idaho Power will be prepaid for the installation prior to Final Plat recordation. The installation is estimated to be completed by _____**[DATE]**.

4. Responsibility for Construction: Responsibility for the construction cost of the utilities enumerated in paragraphs 1-3 rests with Declarant. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

IN WITNESS WHEREOF, the undersigned Owner of the said Eld Ranch Estates Subdivision has executed this Declaration the day and year first above noted.

GREATER GOOD INVESTMENTS, LLC

By: _____
MARK YOUNG, Manager

STATE OF IDAHO,)
(ss.
County of Valley.)

On this _____day of _____, 2026, before me, a Notary Public in and for said State, personally appeared **Mark Young**, known or identified to me to be the Manager of **Greater Good Investments, LLC**, and the person who executed the instrument on behalf of said limited liability company, 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.

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

Valley County Idaho
Title 10 Chapter 7

Eld Ranch Estates

A proposed subdivision located in the parts of S2SE Sec. 19; NW and W2SE Sec. 20, and NWNE and NENW Sec. 29 all in T16N, R4E B.M.

June 4, 2025



John Lillehaug
PO Box 1250 McCall, ID. 83638
Cell (208) 630-4076
john@allaboutforestry.com

Purpose

Valley County's Community Wildfire Protection Plan (CWPP) acknowledges that wildfire hazard areas exist throughout the county. Therefore, wildfire mitigation actions are prudent to enable safe habitation in these fire environments. The existence of said plans will assist Valley County Planning and Zoning Commission and the structural fire districts plus the wildland fire agencies in satisfying the current subdivision regulation, subsection 10-3-2-6D7 of Valley County's Code of Ordinances (Ord. 10-07, 8-26-2010).

The wildland urban interface (hereafter referred to as WUI) is defined as *the area where developed lands interact with undeveloped lands and include the infrastructure and natural resources communities rely on for existence.* The character of the WUI ranges from urban areas adjoining wildlands to isolated ranches or cabins. Since 1993, the number of structures in the WUI has doubled and soon will triple. As the number of structures in the WUI continues to increase, concerns over public safety and the protection of improvements increase. The highest human-caused ignition sources in the WUI are miscellaneous and debris burning.

Executive Summary

The proposed subdivision consists of a parcel of land (totaling about 374 acres in size) that is planned to be divided into five phases of development (5) that will eventually add more structures to the Valley County WUI. This *Fire Protection Plan* will assist in providing recommendations to minimize the wildfire risk to the property and proposed structures.

The current property consists of three (3) parcels-RP16N04E199005 (about 54 acres); RP16N04E204805 (240 acres); and RP16N04E290605 (80 acres) and comprises about 25% forested, pond or riparian area of Laffinwell Creek (about 8%), and the remaining acreage is open meadow (either irrigated or non-irrigated pasture). As Eld Ranch Estates is planned to be developed by phases this *Fire Protection Plan* will address all Phases in general mitigation treatments and then as each Phase is proposed for development addendums will be added.

General treatments to be completed to mitigate the wildfire hazard and provide protection for future homes are outlined in **Section B *Wildfire Risk Mitigation*** portion of this document and include the following:

1. All vegetation treatments must be completed before the final plat of each Phase is granted or the work to be accomplished financially guaranteed.
2. Provide Firewise Defensible Space Zones around each residence
3. Development of an evacuation plan
4. Install the proper water supply requirements for structural and wildland fire response

Section A *Wildfire Risk Assessment:*

1. Site Description:

The Eld Ranch Estates proposed subdivision lies within parts of Sections 19, 20, and 29 T16N R4E that is owned by Mark Young and consists of approximately 374 acres. The property lies about three (3) airmiles southeast of Donnelly, ID. Access is provided off East Roseberry Road, a paved county road, then onto Gold Fork Road, a gravel surface county road. The topography is primarily rolling with a primarily southwest facing aspect and slopes that range from 0-20%. The forested area along the eastern boundary has numerous ridges and draws with slopes that range from 5-45%. The topographic elevation is about 5000 feet, and average precipitation is around 24 inches. Laffinwell Creek, a Class I stream, flows into a pond (that was constructed many years ago) then exits the property and then flows into the Gold Fork River.

Phase One comprises a total of 54 acres which will be divided into 18 Lots ranging in size from approximately 1.5 to 3.5 acres. The remaining four phases range in size from about 40 to 120 acres is size with the number of Lots to be determined.

2. Existing Vegetative and Fuel Hazard Conditions:

The proposed subdivision is about 70% grass land that was irrigated wherever possible for cattle grazing use. The riparian area along Laffinwell Creek has sedges and willows. The forested area consists of six commercial tree species including Ponderosa pine, Douglas-fir, Grand Fir, Western Larch, Lodgepole pine, and some Spruce. The ground vegetation within the forested area consists of snowberry, Ninebark, Hawthorn, willows, forbs and grasses

3. Fire History

The fire history records from all jurisdictional agencies show a very low occurrence from lightning or human caused ignitions in the past.

Thunderstorms that are common in the summer months could result in rapid changes in fire behavior that could increase the risks to homeowners and firefighters. The Fire Behavior Triangle consists of three factors that combine to determine how a fire burns on a site- they are topography, weather, and fuels. The normal weather pattern and air flow comes from a south/southwest direction with average summer temperatures ranging from about 70 to 85 degrees. Given the right conditions, this property is at risk from wildfire being pushed by a strong wind racing across the grassland and into the timber slopes on the eastern boundary.

4.Existing Roads and bridges

There is a primitive two track road that accesses the property from the end of Wither's Lane. This native surface road travels through the pasture, across the pond's dam to the forested area. There are several old logging roads within the forested area. Currently the road is washed out at the dam spillway leaving limited access to the east part of the property.

5. Location of existing building structures and estimate of property density

There are no existing building structures on the property. There are three private residences with several outbuildings on the north and west side of the property as well as three developed subdivisions bordering the property on the north and south sides.

6. Infrastructure that may affect wildfire risk.

There is an existing power line that crosses (north to south) through the property. The property is bordered by three subdivisions (i.e., Simpco Estates, Gold Fork Reserve, and Elk Meadows) that are in various stages of development ranging from a few houses to numerous structures.

7. Description of existing features that may assist in wildfire control.

The large pond in the middle of the property would provide a dipping source for aircraft or drafting by fire engines. Laffinwell Creek provides a good firebreak that splits the property in two.

8. Current structural and wildfire jurisdictional agencies

The structural fire jurisdiction for this development would be Donnelly Rural Fire Protection District (MFPD). Southern Idaho Timber Protective Association (SITPA) provides wildfire protection for all timber lands in the area.

Wildfire Risk Assessment Summary:

The property lies within Valley County's Geographic Hazard Assessment Wildland Urban Interface **high** level condition for overall wildfire risk due to the following reasons:

The property lies in a transitional zone between open grass land that has traditionally been grazed and forest land that is various stages of management.

- Areas dominated by native grasses are described as Fuel Model 1 whereas fires in this fuel type tend to spread rapidly but burn at relatively low intensities. If grass land is not managed by irrigation and grazing the fuel load increases dramatically then as the grass cures or dries out it can become highly volatile, and fires spread quickly. Flame lengths can reach three times the height of the grass. Thus, homes need to be protected prior to fire ignitions, as there is little time to defend a home in advance of a grass fire.

- The forestland on the property has been managed by timber harvest to maintain the overall forest health and increase the growth rate on fewer healthy, vigorously growing trees. However, the last harvest entry was about 20 years ago thus many little trees have become well established, often found growing in overcrowded conditions. The overstory trees now have crowns that are touching each other. Forest communities contain high fuel accumulations that have the potential to burn at moderate to high intensities. Highly variable topography coupled with dry, windy summer weather conditions can create extreme fire behavior.

Section B *Wildfire Risk Mitigation:*

The Fire Behavior Triangle consists of three factors that combine to determine how a fire burns- they are topography, weather, and fuels. *Topography* is fixed as it changes very slowly over time. Topography is an important factor with this property as the terrain is steep and upslope. *Weather* is highly variable and the ability to predict is somewhat limited. Temperature and wind speed can be two important factors in determining the rate of spread from a wildfire. *Fuels* is anything that burns and changes from season-to-season or time of day. This factor is the only one that can be manipulated to minimize wildfire risk.

1. Access-Planned ingress and egress routes

Goldfork Road will be the primary access road which is suitable for emergency vehicles and an adequate evacuation route to travel north or south. A new private road will be constructed off Goldfork Road to provide access for the subdivision and all future phases. This road when completed for Phase One will be a dead-end road with a 20-foot running surface, graveled, and a appropriate designed turnaround. Future access roads for the additional **Phases** will be addressed in their addendum fire plans.

2. Water supply for structural and wildland fire responses

In accordance with **Section 507.1 IFC 2018** Donnelly RFD is requiring an approved water system capable of supplying the required fire flow for fire protection for the proposed number of structures within each phase (see proposed water system concept in Appendix).

The current wildland fire protection water supply needs for this property are available by drafting from the existing pond whether it be from ground equipment or dipping by aircraft.

3. Estimated response time and distance for jurisdictional fire agencies

The estimated response time for Donnelly Rural Fire Protection District and SITPA is approximately at least 20-30 minutes. Additional wildfire resources (including aerial resources) from federal agencies are available on request. The extended response time of firefighting equipment and road access will be difficult to keep a grass fire from gaining large acreage or losing structures.

4.Proposed internal fire protection systems.

No internal sprinkler systems are planned for the individual residences. The buried water tanks and associated hydrants must be located no further than 1,000 feet from a residence.

5.Proposed infrastructure (including driveways, signage, and power connections).

Recommend that individual driveways should not exceed 10% grade, be at least 12 feet running surface wide excluding shoulders, have an unobstructed vertical clearance of 13.5 feet, and shall be maintained to support fire apparatus up to 70,000 pounds.

New structures are strongly urged to utilize building materials meeting a standard of fire resistance advocated by the Valley County Building Department and the International Fire Code (IFC).

All new residences will have the address number posted as per Valley County standards (i.e., numbers posted at the entrance to the driveway or on the house and the numbers must be at least 3 and1/2 inches tall with a reflective coloring).

Electrical power is planned to be provided to the individual Lots via an underground service.

6. Evacuation and Pre-incident planning.

A pre-incident action plan is recommended to be developed to address the escape route and evacuation plan to encourage pre-planning for preparation in the event of an incident (see Appendix A for the **Wildfire Evacuation Checklist).** Every five years DFPD, SITPA, and the landowner should formulate an assessment of the existing structures and vegetation that will aid in addressing whether the current action plan needs to be updated.

7. Planned vegetation treatments to reduce fuel loads.

Each phase may have different mitigation treatments and those will be addressed within the appropriate addendum.

Phase One Treatments:

A. Construct a Shaded Fuel Break from the entrance of Gold Fork Road to the open grassland. This fuel break should be at least 10-20 feet wide on both side of the running surface with the overstory trees spaced about 20-25 feet apart to obtain a minimum 10-foot live crown distance, and younger trees (i.e., sapling/pole size age group) trees spaced

about 12-15 feet apart to obtain a minimum of 6–8-foot live crown distance. Prune all leave trees at least 6 feet above ground level of the lowest branch. Masticate all slash created from the thinning and pruning activity plus any dead material lying on the ground that is less than 10 inches DBH and 50% sound wood.

B. Construct a "Green Fuel Break" in the grassland along the south boundary fence line. The fuel break should be approximately 10-20 feet wide and planted with low shrubs and/or grasses that are fire resilient and remain green longer than the current native grasses. This should minimize the risk of fire threatening the future residences.

C. Future Lot owners should install the following **Firewise Defensible Space Zone** guidelines **before** their residence is constructed as they will greatly minimize the risk of loss from wildfire.

The recommended **Defensible Space Zone** treatments are as follows:

1. ***Immediate Zone***- 0 to 5 feet around the building structures.
    a. Recommend using rock, gravel, pravers, or concrete instead of flammable vegetation or mulches next to the house.
    b. Do not allow vines to grow on buildings and no wooden fences or other structures within 5 feet of the residence.
    c. Do not stack firewood on or under decks.

2. ***Intermediate Zone***- the next 5 to 30 feet from the building structures.
    a. The landscape vegetation should consist of a well-maintained greenbelt. Cut grass to at most 4 inches in height and keep watered. Utilize native low-lying plants that are fire resilient (visit idahofirewise.org for list).
    b. Keeping this zone green as much as possible in the hot dry summer months will also minimize surface fire from reaching the buildings.
    c. Shrubs can be limited to small clusters or groups of a few each to break up the continuity of vegetation across the landscape.
    d. Place propane tanks on gravel or concrete pads at least 30 feet from structures and surround them with non-flammable fencing.

3. ***Extended Zone***- the next 30 to 100 feet from the building structures.

    a) Mow area before fire season when the vegetation is still green. Dry grass and weeds are very hot, flashy fuels that ignite easily and spread quickly.
    b) Prevent invasive weed spread by treating them appropriately then replacing with fire resilint vegetation.
    c) Maintain grass along driveways by mowing or creating a gravel walking pat

Keeping this zone green as much as possible in the hot dry summer months will also minimize surface fire from reaching the buildings.

8. Long-term maintenance schedule to sustain fuel treat effectiveness.

- Promote the opportunity to maintain native trees and shrubs resistant to fire.
- Vegetation encroachment within the 100' zone of each structure will be reduced annually. The woody debris will be collected each spring and removed to an approved facility such as the Valley County transfer site.
- No open fires will be allowed during the closed burn season (May 10- October 20). Fire pits, if installed, should be maintained to prevent a fire from escaping the structure. Recommend using metal containers for the fire pit.
- Keep the shrubs and tree branches cut back along the main access roads to maintain the 20-foot running surface to provide good access for firefighting equipment.

APPENDIX

Pictures

Map: Preliminary site plan for Phase One
Proposed map of the future Phases
Proposed drawing of water supply locations

Information References:
Fireweise Defensible Space Zones for grass land
Living with Fire in Valley County
VCFWG Wildfire Evacuation Checklist

Websites:

WUI references
www.idahofireswise.org

www.facebook.com/VCFWG



Phase One consists of various species of grass that have been grazed. These grasses can reach a height of 1 to 2 feet tall and when cured a fire can spread quickly with flame lengths of 3 to 5 feet tall.



South fence line of Phase One. Right side of fence is Phase One and left side is sagebrush slope of a private parcel. Recommended area for installing a “Green Fuel Break”.



Pond in the middle of property with timber stand in background that could eventually be subdivided.



Looking across the pond from the timber stand.



Simpco Estates is a subdivision with numerous residences, lies north of the property.



Wither Lane on the north side of the property.



Proposed entrance for the main access road to the subdivision off Gold Fork Road.



Area where the main access road will enter Phase One, then splitting into two roads.

ELD RANCH ESTATES SUBDIVISION

FENCING PLAN

Boundaries Adjoining Properties That Run Livestock

Valley County, Idaho | C.U.P. 25-013

DRAFT FOR REVIEW — NOT A RECORDED INSTRUMENT AND NOT LEGAL ADVICE

1. Purpose

This plan describes how Greater Good Investments, LLC (the "Applicant") and representing Eld Ranch Estates (the "Project"), will fence the subdivision where it adjoins neighboring properties used for livestock grazing. The purpose is to keep livestock out of residential lots, common areas, and public road rights-of-way, and to assign construction and maintenance so the fence remains functional for as long as the adjoining grazing use continues.

The plan is written to satisfy Valley County Code § 9-5B-2(F) and, where residential livestock is allowed, § 9-5B-2(C). It is also written to meet Idaho's lawful-fence standards in Idaho Code §§ 35-101 and 35-102.

2. Where fencing will be built

A livestock fence will be built or will utilize existing fencing along every exterior boundary of the Project that adjoins land on which cattle, horses, or other livestock are known to graze, or may graze, for more than thirty consecutive days in a year. Interior lot lines between residential lots will not be fenced under this plan unless a lot owner later chooses to fence a yard.

Placeholder boundary schedule:

- North boundary — 1) Adjoining: C2J Trust. Length: 1,400 ft. but split partially. Grazing: **No**. Action: Existing to remain. 2) Adjoining: Jerry Greenland. Length: 700 ft. Grazing: **No**. Action: Existing to remain.
- East boundary — Adjoining: Eld Ranch Investments LLC. Length: 1,390 ft. Grazing: Yes. Action: Existing to remain.
- South boundary — Adjoining: Residential properties. Grazing: **No**. Action: Existing to remain.
- West boundary — Adjoining: Residential properties and County road. Length: 1,390 ft. Grazing: **No**. Action: Existing to remain.
- Gold Fork Road / public right-of-way frontage — fence set back from the right-of-way line so the fence is not in the public road. No cattle guard in a public road.

4. Fence specification

The standard fence on livestock boundaries will be a five-strand barbed-wire fence, which exceeds the three-strand minimum in Idaho Code § 35-102.

- Height: top wire at least 48 inches above ground; target 50 inches. No segment under 47 inches except a surveyed wildlife crossing approved in writing.
- Bottom wire: no more than 16 inches above ground, and in no case more than 20 inches.

- Wire spacing, from the ground: about 16, 26, 36, 44, and 50 inches. Spacing well divided.
- Wire: 12½-gauge, Class 3 galvanized, two-barb barbed wire, or equivalent.
- Posts: pressure-treated wood or steel T-posts, set substantially, not more than 16 feet apart (inside the 24-foot statutory maximum). Wood posts at corners, ends, gates, and at least every 100 feet.
- Stays: at least three wire stays or stays of equivalent strength between posts where post spacing exceeds 12 feet, so the fence meets the stay rule in § 35-102.
- Corners and ends: braced H-braces or equivalent, set in concrete or well tamped, able to hold five tight wires.
- Location: on the property line, or as near as practicable where terrain, a ditch, or an existing fence requires a small offset. Offsets will be shown on the fence exhibit and agreed in writing with the neighbor.
- Appearance: durable, neat, and uniform. No advertising. Kept in good repair.

Wildlife. Where the Idaho Department of Fish and Game or the county asks for a big-game crossing, the Applicant may use a wildlife-friendly spacing (bottom wire higher, smooth bottom wire) on that segment only, if the county agrees it still keeps cattle out of the residential area.

5. Gates and roads

- No cattle guard will be installed in a public road inside the residential development.
- Gates in the perimeter fence, if any, will be metal or wood, at least as high and as stock-tight as the fence, self-closing or fitted with a latch that livestock cannot open, and kept closed.
- Neighbor access gates will be installed only where an existing recorded easement or a written agreement requires them.
- Lot fencing, if an owner keeps livestock, must keep those animals out of the public street right-of-way.

6. Who builds and who maintains

The Applicant will cause the perimeter livestock fence to be built or will utilize the existing fending before the first residential lot is occupied, or before final plat recordation if the county requires it earlier. Construction cost of the new perimeter fence is the Applicant’s, unless a written partition agreement with a neighbor provides a different split.

After the homeowners association is formed, the association will maintain the perimeter livestock fence. The CC&Rs will:

- Identify the perimeter livestock fence as association responsibility in conjunction with Neighbor.
- Require the association to inspect it at least twice a year, in spring and fall, and after major snow or flood.
- Require repair of a downed or loose section within 14 days after notice, and sooner if livestock are entering the subdivision.

- Assess the cost as a common expense.
- Prohibit a lot owner from removing or opening the perimeter fence without association approval.

Under Idaho Code § 35-104, unless the parties agree otherwise, each owner maintains the half of a partition fence to the left when standing on that owner's land and facing the neighbor. Any different split will be in the neighbor agreement.

7. Neighbor coordination

A simple agreement, if a neighbor signs one, will cover: location of the fence, who builds, who maintains, gates, and that the fence does not change the property line. A fence slightly off the line is not a boundary agreement.

8. Schedule

- At recording of the CC&Rs: maintenance will be assigned to the association.
- Each spring and fall: association inspection and repair.

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Exceed Legal PLLC
Attn: Erik Bolinder
421 S. 8th Street
Boise, Idaho 83702

RIGHT-OF-WAY WARRANTY DEED

(Dedication of Public Road Right-of-Way — Gold Fork Road)

Valley County, Idaho

THIS RIGHT-OF-WAY DEED (this "Deed") is made this _____ day of _____, 20____, by and between **GREATER GOOD INVESTMENTS, LLC**, an Idaho limited liability company ("Grantor"), whose address is 1479 Mace Rd, Eagle, ID 83616, and **VALLEY COUNTY**, a political subdivision of the State of Idaho ("Grantee"), whose address is P.O. Box 1350, Cascade, Idaho 83611.

RECITALS

A. Grantor is the owner of certain real property in Valley County, Idaho, a portion of which is improved or to be improved as public road right-of-way along Gold Fork Road, in connection with Eld Ranch Estates Subdivision, C.U.P. 25-013 (the "Project").

B. As a condition of approval of the Project, the applicant is to prepare a deed for the transfer of road right-of-way along Gold Fork Road to Valley County.

C. Grantor desires to grant, convey, and dedicate the right-of-way described in this Deed to Grantee for public road and related public purposes, subject to acceptance by the Valley County Board of County Commissioners.

CONVEYANCE

For good and valuable consideration, including the value of nineteen thousand six hundred sixty-two dollars ($19,662) credited to the roadway participation obligation and the dedication of the property for public road purposes, the receipt and sufficiency of which are acknowledged, Grantor does hereby grant, bargain, sell, convey, and dedicate unto Grantee, and to Grantee's successors and assigns, the following described real property situated in Valley County, State of Idaho (the "Right-of-Way"):

> *See Exhibit A attached hereto and incorporated herein by this reference, being a strip of land for public road right-of-way along Gold Fork Road.*

TO HAVE AND TO HOLD the Right-of-Way, together with all appurtenances, unto Grantee forever, for use as a public road right-of-way, including public travel, drainage, slopes, signs, and the installation, maintenance, repair, and replacement of public utilities as authorized by Grantee, subject to the terms of this Deed.

TERMS

1. Purpose. The Right-of-Way is conveyed and dedicated for public road right-of-way purposes along Gold Fork Road. Dedication of the Right-of-Way does not, by itself, obligate Valley County to construct, improve, or maintain the road at any particular level of service. The level of service for any public road is within the discretion of the Valley County Board of County Commissioners.

2. Acceptance. This Deed is delivered for acceptance by the Valley County Board of County Commissioners. It is effective as a conveyance upon execution and delivery and, as a county acceptance of the dedication, upon acceptance by the Board and recording in the office of the Valley County Recorder.

3. Estate conveyed. Grantor conveys the fee simple estate in the Right-of-Way, subject to the exceptions stated in this Deed. If the Board accepts only an easement, the parties may replace this instrument with an easement deed before recording.

4. Exceptions. This conveyance is subject to: (a) real property taxes and assessments for the current year, not yet delinquent; (b) easements, reservations, and restrictions of record; and (c) rights of the public, if any, in existing roads.

5. Warranties. Grantor warrants that Grantor is lawfully seized of the Right-of-Way, has the right to convey it, and that the Right-of-Way is free from encumbrances made or suffered by Grantor, except as stated in this Deed, and Grantor will warrant and defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

6. Exhibit. Exhibit A (legal description, and if applicable a sketch) shall be attached before execution. The legal description should be prepared or certified by an Idaho professional land surveyor and should match the right-of-way shown on the final plat or record of survey for the Project.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first written above.

GRANTOR:

GREATER GOOD INVESTMENTS, LLC,
an Idaho limited liability company

By: _____
Name: _____
Title: _____
(authorized member or manager)

GRANTOR ADDRESS FOR TAX NOTICES:

1479 Mace Rd,
Eagle, ID 83616

GRANTEE ADDRESS (Idaho Code § 55-601):

Valley County, a political subdivision of the State of Idaho
Board of County Commissioners
P.O. Box 1350
Cascade, Idaho 83611

ACKNOWLEDGMENT

STATE OF IDAHO,)

(ss.

County of Valley.)

On this _____day of _, 2026, before me, a Notary Public in and for said State, personally appeared **Mark Young**, known or identified to me to be the Manager of **Greater Good Investments, LLC**, and the person who executed the instrument on behalf of said limited liability company, 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.

_____
NOTARY PUBLIC FOR IDAHO

My Commission Expires: _____

(Idaho statutory short-form acknowledgment, Idaho Code § 51-116.)

ACCEPTANCE BY VALLEY COUNTY

(To be completed only if the Board elects to accept on the face of this Deed)

The Valley County Board of County Commissioners accepts the Right-of-Way described in this Deed for public road right-of-way purposes along Gold Fork Road, subject to the terms of this Deed and to applicable Valley County road standards and ordinances.

Accepted this _____ day of _____, 20____.

VALLEY COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Name: _____
Title: Chair

Attest:

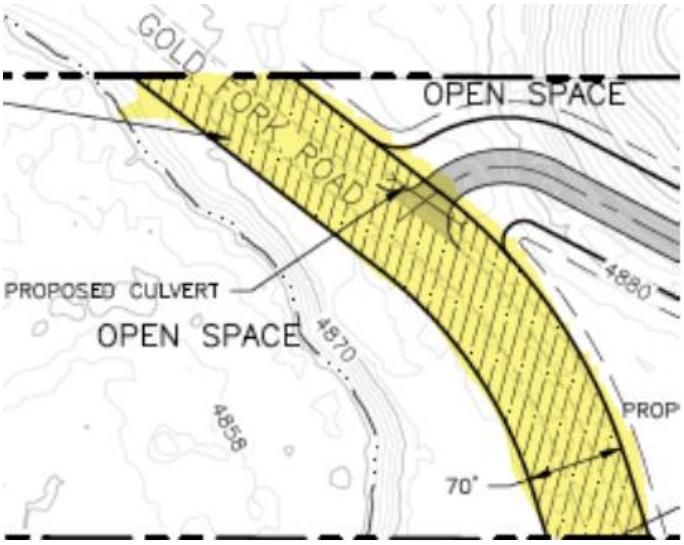
_____
Valley County Clerk

EXHIBIT A

Legal Description of Gold Fork Road Right-of-Way

A strip of land lying in Valley County, Idaho, being a portion of Tax Parcel RP16N04E199006, and being right-of-way for Gold Fork Road, more particularly described as follows:

[INSERT SURVEYOR'S METES-AND-BOUNDS LEGAL DESCRIPTION HERE.]



Containing .7022 acres, more or less.

End of Exhibit A.

EXHIBIT 9

USPS POSTMASTER MEETING

CLUSTER BOX UNIT

CUP Tasking Item 18:

Per item 18 of CUP 25-013, Applicant *"Shall contact Donnelly U.S.P.S. Postmaster to determine if a Cluster Box Unit for mail delivery is appropriate for this development*."

Work or Actions Performed:

- Held on site meeting with Janeen Maxwell, Postmaster for Donnelly, ID on the 11th of June. Meeting site 480 Gold Fork Rd and main entrance into Eld Ranch Estates Subdivision.
- On site meeting included the following items:
  - Review road access option.
  - Review rough landscaping, snow and run off areas.
  - Evaluated two options for a location of a Cluster Box Unit.
  - Determined it was a feasible plan and agreed to move forward.
  - Discussed address for entry area and to be used by subdivision. That address was provided to P&Z Director for approval which was granted. Official entry location address is 480 Gold Fork Rd.
- Action items to follow:
  - Postmaster to provide links to Cluster Box Providers.
  - Developer to pick a couple options and determine best locations.
  - Schedule follow up meeting when timing to closer to final installation. Seeding amount exceed recommended minimum requirement.

See examples of potential Cluster Box Unit that will be likely used.

Stand Alone	**Cabinet Enclosure**
	

EXHIBIT 10

MINIMAL TREE REMOVAL

SOUTHERN BORDER

CUP Tasking Item 24:

Per item 24 of CUP 25-013, Country *"Recommend minimal tree removal on southern border of Phase 1."*

Work or Action Performed:

- Applicant has maintained a minimal approach to any tree removal along the southern border of the Phase 1 project area.
- Construction of entry road systems have provided the flexibility to not need to remove any trees along the southern property line.
- The main treed area of concern is adjacent to or within a designated wetland area. Applicant is working with USACE to finalize wetland mitigation plans.
- See current photos of unaffected area of interest.

CURRENT – 10.6.26 – LOOKING SOUTHWEST	CURRENT – 10.6.26 – NEAR ENTRANCE
	

CURRENT PHOTO 10.6.26 – LOOKING SOUTH



EXHIBIT 11

WILDLAND URBAN INTERFACE MITIGATION PLAN

REQUIRED GREEN FUEL BREAK

Tasking:

Construct a "Green Fuel Break" in the grassland along the south boundary fence line. The fuel break should be approximately 10-20 feet wide and planted with low shrubs and/or grasses that are fire resilient and remain green longer than the current native grasses. This should minimize the risk of fire entering the development and threatening the future residences.

Work Performed:

- Acquired recommended seed by Idaho Firewise website. Idaho Sheep Fescue.
- Prepared the site by mowing existing grass down and rototilling area prior to seeding.
- Rented No Till Drill from Valley Soil & Water Conservation District.
- Planted/Seeded 14 to 16 wide strip running the south side of the subdivision roughly 1,000 feet and terminated at the start of the Wetlands area.
- Seeding amount exceed recommended minimum requirement.
- Work task completed and documented.
- Provided copies of photos to John Lillihaug.

BEFORE	DURING
	

NEAR FINAL	COMPLETE
