



07/09/2025

Heidi Schneider
Brundage Mountain Resort
PO Box 1062
Mccall ID 83638

Valley County Planning and Zoning
Cynda Herrick
219 North Main Street
PO Box 1350
Cascade ID 83611

Dear Planning and Zoning Commission and Ms. Herrick,

Enclosed you will find the associated documents for Wood Run Heights final plat application. The applicant kindly requests that this item be placed on the agenda for the August 14th Planning and Zoning meeting.

Financial guarantees will be in place to fund the required infrastructure improvements to comply with and secure the approval of the Board of County Commissioners.

See below relating to the final plat requirements:

1. Final Plat along with signature page, curve table and legal description enclosed.
2. Lot and subdivision closing sheets enclosed.
3. Proposed Road Name: Wood Run Trail / Wood Run Drive
4. CC&R's will address the following items per the preliminary plat conditions of approval: lighting compliance, noxious weeds, irrigation, wildfire prevention, water tank maintenance, fire-wise wildland urban interface landscaping requirements, prohibiting yews in landscaping, dogs being a nuisance to adjacent agricultural uses, septic maintenance and a statement limiting each parcel to one wood burning device, short term rental rules and restrictions, notice to homeowners regarding the airports existence, noise generation, soundproofing, the FAA Form 7460-1, as well as BMP's for individual lots during and after construction to prevent runoff into wetlands and or ditches.
5. Declaration of Private Road - Draft Version enclosed.
6. Declaration of Utilities - Draft Version enclosed.
7. Wildland Urban Interface Protection Plan enclosed.

8. Approval Letter from Lake Irrigation District is forthcoming. The districts board meets Thursday, July 9th at which time they will approve and provide a letter to the County prior to the August 14th meeting.
9. Grading and Stormwater Management Plans were submitted to Parametrix and Valley County Engineer, Dan Coonce on June 20, 2025. The review is underway. Approval will be received prior to recording of the final plat.

The enclosed final plat for Wood Run Heights substantially complies with the approved preliminary plat. No significant deviations were made from the original application.

The applicant has been in communication with Valley County Engineer Dan Coonce regarding the development agreement. Mr. Coonce has proposed a fee of \$8,600 per lot, totaling \$120,400 for the 14 proposed lots. Given the small acreage and significant infrastructure costs, this level of fee creates a serious financial hurdle and could prevent the project from moving forward. The applicant has requested that Coonce provide background to better understand how this fee is being calculated. As is, the applicant feels it is disproportionate to the scale of the project.

Sanitary Restrictions will be lifted prior to recording the final plat. Water monitoring was completed in May of 2025. Central District Health was on site on June 20, 2025, along with the applicant's consultant to excavate next to the monitoring wells, soil profiles were noted. No concerns were raised by CDH. The applicant's engineers are currently finalizing the Septic Engineering Report, which will be submitted to CDH for review and approval. Once approved, CDH will sign the final plat mylars.

Thank you for your time. Please reach out with any questions or concerns.

Regards,

Heidi Schneider

Development, Brundage Mountain Resort

**DECLARATION OF PRIVATE ROAD MAINTENANCE
DUTIES AND OBLIGATIONS FOR WOOD RUN HEIGHTS**

THIS DECLARATION OF ROAD MAINTENANCE DUTIES AND OBLIGATIONS FOR WOOD RUN HEIGHTS SUBDIVISION ("Declaration") is made this ____ day of September 2025 by _____ "Declarant", whose mailing address is _____.

WHEREAS, Declarant is the fee simple owner of that certain real property located in Valley County, Idaho, known as the "Wood Run Heights Subdivision," as more particularly described and depicted in the attached and incorporated **EXHIBIT A** ("Subject Property").

WHEREAS, on the ____ day of September 2025, Declarants recorded the Final Plat of Wood Run Heights Subdivision in the Official Records of Valley County, Idaho, as Instrument Number _____, in Plat Book _____, on Pages ____ through ____ ("Plat"), a true and correct copy of which is attached as **EXHIBIT B** and is incorporated herein by this reference.

WHEREAS, Declarant obtained approval from Valley County, Idaho, to subdivide the Subject Property into fourteen residential lots ("Lots 1-14," respectively). (See **EXHIBIT B** - Plat.) Separately, any one of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, is referred to as a "Lot," and all together as the "Lots."

WHEREAS, access to each of the Lots within Wood Run Heights Subdivision will be taken to and from Norwood Road via a private road denoted on the Plat as "Wood Run Trail" respectively (collectively, "Private Road").

WHEREAS, to ensure continued maintenance and repair of the Private Roads, Declarants desire to apportion to the owner(s) of each of the several Lots the responsibility and duty to pay their proportionate share of all costs of maintaining and repairing the Private Roads, which costs shall be divided equally among the several Lots.

WHEREAS, Wood Run Heights Owners Association Inc. an Idaho non-profit corporation established as the owners association for the Subdivision ("Association"), shall administer and manage the responsibilities of the Lot owners, pursuant to those certain Bylaws of Wood Run Heights Owners Association Inc.. ("Bylaws"), a copy of which (current as of the date of this Declaration), as the same may be amended from time-to-time as provided therein, is attached hereto as **EXHIBIT C** and is incorporated herein by this reference.

WHEREAS, Declarants desire to bind those persons and/or entities purchasing or otherwise acquiring title to or an interest in a Lot in Wood Run Heights Subdivision to comply with Valley County laws, ordinances, regulations, and conditions regarding the Private Road, and

to pay such Lot's equal share of the costs of road improvements, maintenance, repairs, and replacement, as hereinafter set forth.

NOW, THEREFORE, Declarants now covenant and declare as follows:

1. MAINTENANCE, REPAIR, AND REPLACEMENT.

a. Lot owners, by virtue of their respective ownership of one or more lots within Wood Run Heights Subdivision shall be responsible for maintaining, repairing, and replacing (as needed) the Private Roads, as set forth herein.

b. Maintenance shall be performed on the Private Roads, including (without limitation) from the approach on Norwood Road to the ending point of the private drive. Driveways are to be maintained by lot owner(s) personally.

c. Required winter maintenance shall include full width snow removal to a minimum of a two (2) inch snow floor by snowplow or snow blowing equipment, on wheeled or rubber-tracked vehicles only. Until a residence is constructed on any Lot, winter maintenance is not required to be performed on the Private Roads. After a residence is constructed on any Lot, unless the owners of every Lot on which a residential building has been constructed unanimously agree to forego winter maintenance, winter maintenance shall be performed.

d. Except as provided in (1)(a)-(c), above, maintenance, repair, and replacement shall be undertaken and completed whenever necessary to maintain the Private Roads in good operating condition at all times and to ensure the provision of safe access to the several Lots by emergency vehicles.

e. The responsibility and duty of paying the costs of maintenance, repair, and replacement of the Private Roads shall be as set forth in Section 4, below.

2. ONSITE WATER STORAGE.

a. **Onsite Water Storage.** Wood Run Heights, by requirement and condition of approval imposed by Valley County, shall maintain a minimum of 30,000 gallons of water storage for use by emergency personnel in the event of a fire.

b. Tank Maintenance, Repair, and Replacement.

(i) Tank maintenance, repair, and/or replacement shall be undertaken and completed whenever necessary to maintain the tank in good operating condition.

(ii) Except as otherwise specifically provided in this Section 2, water tank maintenance, repair, and/or replacement shall be in accordance with Section 4, below.

3. **WOOD RUN HIEGHTS OWNERS ASSOCIATION INC.**

a. **Composition; Purpose.** Declarants have established Wood Run heights OwnersAssociation, Inc. and one such responsibility of the Association is to manage and administer the performance and funding of maintenance, repair, and replacement of the Private Roads and onsite water storage for fire suppression, subject to the terms and conditions of this Declaration.

b. **Duties.** The Association shall ensure that the Private Roads are maintained, repaired, and replaced, as needed, and that the owner(s) of each of the several Lots, each of which enjoys the use of the Private Roads, all equally share the duty to pay the costs of such Private Roads maintenance, repairs, and replacement; provided, however, that additional lots or property granted rights of access via the Private Roads may or may not be included within the scope of this Declaration, in the sole and unfettered discretion of Declarants.

c. **Powers - Assessment.** 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, the and this Declaration. 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 Association's assets, affairs, and the performance of the other responsibilities herein assigned, including (without limitation) 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.

4. **COSTS OF MAINTENANCE, REPAIR, AND REPLACEMENT.**

a. **Private Roads.** All costs of maintenance, repair, and replacement of the Private Roads shall be shared between owners of all Lots, with each of the Lots being responsible for paying an equal amount of such costs.

b. **Onsite Water Storage.** All costs of maintenance, repair, and replacement of equipment and other items necessary for onsite water storage shall be shared equally between owners of all Lots. Each of the Lots shall be responsible for paying an equal amount of all costs of maintenance, repair, and replacement of equipment and other items necessary for onsite water

storage. Tank maintenance and or improvements will be undertaken and made whenever necessary to maintain the tank in good operating condition.

c. Assessments - Procedure.

(i) Written Estimate of Upcoming Year's Costs. Before August 1st of each year, the Association shall estimate the maintenance, repair, and replacement costs for both the Private Roads and the onsite water storage for the upcoming year and shall provide written notice of such estimated annual costs to the Lot owners. The required notice shall:

(A) Include the itemized estimated costs for the upcoming year's maintenance, repair, and replacement for each of the Private Road and the onsite water storage;

(B) Include the actual costs for the prior year's maintenance, repair, and replacement for each of the Private Roads and the onsite water storage;

(C) Include the balance, if any, remaining in the Association's account(s) for maintenance and repair; and

(D) Estimate the amount of the per-Lot assessment, for each of the Private Roads and the onsite water storage, necessary to cover the costs for the upcoming year.

(ii) Approval of Estimated Annual Costs. The Association shall, before September 1st of each year, approve an estimated upcoming annual maintenance, repair, and replacement costs for each of the Private Roads and the onsite water storage. The Association's approval of the estimated upcoming annual maintenance, repair, and replacement costs shall constitute approval of the amount of the "Annual Assessment."

(iii) Payment Due Date. Before October 1st of each year, the owner(s) of every Lot shall make payment in full of the amount of the Annual Assessment, which shall include the estimated costs for each of (A) maintenance, repairs, and replacement of the Private Roads, and (B) maintenance, repairs, and replacement, of the onsite water storage.

(iv) Shortfalls; Supplemental Assessment. If, at any time during the year, the Association reasonably determines that the balance of funds remaining in the Association's accounts is unlikely to be sufficient to get through the costs for rest of the year, then the Association shall notify all owners of Lots. Such notice shall include all information required in subsection (c)(ii), above. Within ten (10) business days of receiving notice from the Association, the owners shall vote on the question of whether to authorize a "Supplemental Assessment" for the purpose of ensuring that the Association has sufficient funds for the remainder of the then-current year. The vote of owners owning a majority of the Lots shall be determinative of the question. Unless the Association determines, by majority vote, a different schedule for

payment of a Supplemental Assessment, within thirty (30) days of an affirmative vote, the owner(s) of every Lot shall make payment in full of the amount of the Supplemental Assessment chargeable to such owner's Lots.

(v) Enforcement and Collection of Assessments.

(A) **Covenant to Pay Assessments.** By accepting conveyance of a Lot that is subject to this Declaration, each owner covenants and agrees to make payment to the Association of all assessments validly levied pursuant to this Declaration promptly when due, and further covenants and agrees to enforcement of such payment, in the event of non-payment, by the remedies provided herein.

(B) **Overdue Assessments.** Any Annual Assessment or Supplemental Assessment not paid-in-full within thirty (30) days after the due date shall accrue interest at the rate of two percent (2%) per month (twenty-four percent (24%) per annum), or at such other rate as may be established annually by the Board, until cured and paid-in-full. If the interest rate prescribed herein or by the Board is deemed excessive by a court of competent jurisdiction, then the interest rate shall default to Idaho's statutory rate of interest.

(C) **Enforcement by Suit.** The Association may enforce and collect payment of any Annual Assessment or Supplemental Assessment by commencement and maintenance of an action at law or in equity against the owner(s) of any Lot for the collection of any delinquent Assessments for which such Owner(s) are obligated. Any judgment rendered hereunder shall include interest and reasonable attorneys' fees and court costs against such owner(s). Suit to recover judgment for unpaid assessments may be maintained without foreclosing or waiving the lien created hereby.

(D) **Creation of Liens; Personal Obligation; Delinquency.**

(1) **Continuing Lien.** All assessments, together with interest, costs, charges, and reasonable attorneys' fees that may be incurred in collecting the same, shall be a charge on the land comprising the subject Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

(2) **Personal Obligation.** All assessments, together with interest thereon at the legal rate, and together with the amount of reasonable collection fees, costs, and attorney fees, shall also be the personal obligation of the owner whose Lot received the assessment(s), determined as of the date when the assessment was levied.

(3) **Delinquent Assessment Obligation.** The personal obligation for delinquent assessments shall not pass to an owner's successor and shall not relieve

the owner of the duty to pay the assessment(s). However, unpaid assessments, including fees, costs, and attorney fees, shall constitute a continuing lien against the subject Lot, until paid, and shall be subject to foreclosure in accordance with Idaho law.

(E) Enforcement by Foreclosure of Lien.

(1) Each Annual Assessment and Supplemental Assessment, when levied, shall automatically constitute a lien on and against the Lot to which such assessment pertains, without any requirement of filing any documentation of such lien.

(2) Such lien shall include the power of sale to secure payment of any and all such assessments, together with accrued interest, reasonable attorneys' fees, and costs.

(3) Enforcement of said lien shall be in accordance with the following procedures and the laws of the state of Idaho:

(a) The lien shall attach to a Lot upon recordation in the Office of the Adams County Recorder of the notice of default and claim of lien, which shall be executed and acknowledged by the Association.

(b) The notice of default and claim of lien shall include the name of the defaulting Owner(s), the amount of the assessment and other charges properly levied under this Declaration, the description of the Lot assessed, that the notice of default and claim of lien is made by the Association pursuant to this Declaration; and that a lien is claimed and will be foreclosed against the Lot in an amount equal to the amount stated.

(c) The lien shall attach and be effective immediately upon recordation of a duly executed original or copy of each notice of default and claim of lien and mailing a copy thereof to the defaulting Lot owner by First Class Mail, postage prepaid.

(d) Any lien under this Declaration may be foreclosed by appropriate legal action or in the manner provide by law for the foreclosure of a deed of trust by exercise of a power of sale contained therein, or in the manner provided by law for the enforcement of a judgment; provided, however, that initiation of such foreclosure shall not be commenced prior to fifteen days following the mailing of a copy of the notice of default and claim of lien to the owner, as provided herein.

(e) Any action brought to foreclose a lien recorded hereunder shall be commenced within one (1) year following such recordation, unless

the Association, by majority vote of owners, extends such deadline for an additional period not to exceed one additional year by recording a written extension thereof.

(f) The Association shall have authority to bid at any foreclosure sale, trustee's sale, or judgment sale and to purchase, lease, acquire, hold, mortgage, and convey any interest acquired at such sale, subject to this Declaration. Reasonable attorneys' fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed, to the extent permitted by law.

(g) The proceeds of any foreclosure sale, trustee's sale, or judgment sale pursuant to this Declaration shall first be paid to discharge court costs, transcript fees or charges, reasonable attorneys' fees, title costs, and costs of the sale, and all other expenses of the proceedings and the sale. The balance of proceeds from such sale, after satisfaction of such fees and charges and unpaid assessments and liens, shall be paid to the defaulting owner.

(h) The purchaser at any such sale shall obtain title to the Lot free from the sums claimed, but otherwise subject to the provisions of this Declaration and all other instruments governing such Lot. No foreclosure sale, trustee's sale, or judgment sale shall relieve such Lot or the purchaser thereof at such sale from liability for any assessments, other payments, or performances thereafter becoming due, or from the lien therefore, as provided herein.

(i) Upon the timely curing of any default or failure to pay any assessment(s) for which a notice of claim of lien was filed by the Association, the Association is authorized to, and shall, record an appropriate release of such lien in the Office of the Adams County Recorder.

(j) The Association's rights of enforcement and collection shall be cumulative and non-exclusive.

d. No Reimbursement for Unapproved Work; Emergencies. If any owner of a Lot performs maintenance, repairs, or replacement without obtaining the prior approval of the other Lot owners, as provided herein, prior to performing such work, then the Lot owner performing such work shall be responsible for paying the entire cost thereof, unless such work is deemed reasonably necessary in the event of an emergency, in which case neither a majority vote nor prior approval shall be necessary before making such improvements or undertaking such maintenance.

e. Lots Owned by Declarant. All Lots owned by Declarants, or by Declarants' designated successors or assigns, on which no residence has been constructed, for

purposes of the responsibilities and duties contained herein, including (without limitations) the computation and levying of assessments, shall be deemed to be one (1) Lot.

5. **AMENDMENT.** To be effective, amendments to this Declaration must be approved by owners of a two-thirds (2/3) majority of Lots; notwithstanding the foregoing, Declarant, for so long as it owns any Lot(s), may, at any time and for any reason, in its sole and unfettered discretion, amend this Declaration to conform to its intent in making, executing, and recording this Declaration.

6. **BINDING; RUNS WITH LAND.** This Declaration shall be recorded in the official records of Valley County, Idaho and shall run with the land and be binding on Declarant and all owners of any one or more Lot, and upon their respective heirs, successors, administrators, executors, and assigns, and shall run with the land.

7. **NOT A PUBLIC EASEMENT; NO DEDICATION.** Nothing in this Declaration is intended, and it shall not be interpreted or deemed, to constitute a gift or dedication of any portion of the Private Roads to the general public or for the benefit of the general public or for any public purpose whatsoever, other than those expressly contained herein, it being the intention that this Declaration shall be strictly limited to and for the purposes expressed herein; notwithstanding the foregoing, any and all additional lots and/or property to/from/for which Declarant authorizes access via the Private Roads shall have the rights ascribed in whatsoever instrument used to grant, reserve, or convey such rights of ingress/egress via the Private Roads.

8. **MISCELLANEOUS PROVISIONS.**

a. **Perpetual Duration.** This Declaration shall be perpetual and shall encumber and run with the land.

b. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, then a neutral third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all owners of Lots. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a neutral third party arbitrator (as with all votes of Lot owners, except as otherwise expressly provided herein), each Lot shall be entitled to one vote, and the arbitrator nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

c. **Headings.** The headings of the several paragraphs contained herein are for convenience only, and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Declaration.

Recording requested by, and
upon recording, please return to:

Above this line for Recorder's use only.

OWNER'S DECLARATION OF INSTALLATION OF UTILITIES

FOR WOOD RUN HEIGHTS SUBDIVISION

VALLEY COUNTY, ID

This DECLARATION is made this _____ day of _____ March 2024, by
_____ owner(s) of certain lands located in Valley County, Idaho, which are platted
as Wood Run Heights Subdivision.

WHEREAS _____ did, on the ____ day of September 2025, file of
record with the Office of Recorder of Valley County, Idaho, as Instrument Number
_____, in Plat Book _____, on Page _____, the Final Plat for Wood Run Heights
Subdivision (hereinafter "the Final Plat").

WHEREAS _____ are the Owner(s) of the real property contained in the said
Final Plat.

WHEREAS the purpose of this Declaration is to describe the status of utilities at Wood Run
Heights Subdivision.

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

1. **Sewage Disposal:** Central District Health has approved septic systems for each lot located in Wood Run Heights Subdivision. Individual lot owners will be responsible for installation of said septic on each lot.
2. **Potable Water:** Individual lot owners will be responsible to drill a well on each lot.
3. **Power:** Electrical power has been supplied to Wood Run Heights Subdivision by Idaho Power Company. The design for power was provided by Idaho Power Company and provides power to a single property line of each parcel. Individual lot owners will be responsible to take power to their building site. Construction of underground power is completed.

DECLARATION OF PRIVATE ROADS
WOOD RUN HEIGHTS SUBDIVISION

Recording requested by, and
when recorded please return to:

Above this line for Recorder's use only.

DECLARATION OF PRIVATE ROADS

THIS DECLARATION OF PRIVATE ROADS ("Declaration") is made as of the date it is executed _____ "Declarant").

RECITALS

WHEREAS, Declarant owns that certain real property located in Valley County, Idaho, more particularly described on **EXHIBIT A**, attached hereto and incorporated herein by this reference, and known as Wood Run Heights Subdivision ("Property").

WHEREAS, Declarant obtained approval from Valley County, Idaho, to subdivide the Property into 14 residential lots ("Lots 1-14," respectively). (See **EXHIBIT B** - Plat.) Separately, any one of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, is referred to as a "Lot," and all together as the "Lots."

WHEREAS, on the ____ day of September 2025, Declarant has caused to be recorded that certain Final Plat of Wood Run Heights Subdivision ("Subdivision"), as filed in Book ____ of Plats at Pages ____ through ____, in the Official Records of Valley County, Idaho, as Instrument Number _____, a true and correct copy of which is attached as **EXHIBIT B** and is incorporated herein by this reference.

WHEREAS, access to each of the Lots within Wood Run Heights Subdivision will be taken to and from via a private road by the name of Wood Run Trail.

WHEREAS, as required by the Valley County Land Use and Development Ordinance, that certain Declaration of Private Road Maintenance Duties and Obligations for Wood Run Heights Subdivision recorded _____ in the Official Records of Valley County, Idaho, as Instrument No. _____, a copy of which is attached as **EXHIBIT C** and is incorporated herein by this reference ("Road Maintenance Declaration"), provides for the maintenance, repair, and replacement of the Private Roads.

DECLARATION

NOW, THEREFORE, in consideration of the terms and conditions of this Declaration, the above recitals, which are incorporated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant declares and grants as follows:

1. **Private Roads.** Subject to the terms, conditions, and reservations of rights contained in this Declaration, of the Private Road, which is respectively depicted in the Plat as “Wood Run Trail” is hereby declared, designated, dedicated, and reserved as a private road. Valley County is not responsible for the private road in Wood Run Heights Subdivision. Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair, or replacement of the private road system in Wood Run Heights Subdivision.

2. **Perpetual Right of Ingress and Egress.** Subject to the terms and conditions of this Declaration, Declarant expressly reserves and dedicates such Private Roads for the perpetual use of owners of Lots, and for the use of Declarant.

4. **Maintenance of Private Roads.** Lot owners shall be responsible for the maintenance and repair of such Private Roads, with such responsibility further described and set forth in the Road Maintenance Declaration.

5. **Binding; Runs with the Land.** This Declaration, and the rights and duties memorialized herein, shall be binding and shall run with the land comprising the Property and such of Declarant’s Other Property as Declarant may, in the future, designate or declare.

6. **Amendment.** Declarant expressly reserves unto itself, and to its designated successors and assigns, the right to unilaterally amend this Declaration at any time and for any purpose, regardless of whether Declarant then owns any Lot or other part or portion of the Property; provided, however, that no amendment to this Declaration shall materially affect the use of the Private Roads by the owners of Lots and/or by any other beneficiary entitled to use the Private Roads for ingress and egress.

7. **Dedications.** Nothing in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the Property to the general public or for the benefit of the general public or for any public purpose whatsoever, other than as may be expressed herein, it being the intention that this Declaration shall be strictly limited to and for the purposes expressed herein; provided, however, Declarant reserves unto itself, its successors and assigns, the right to dedicate the Private Roads, in whole or in part, as public right-of-way at any time, which dedication shall be subject to its acceptance by a public agency or other entity having jurisdiction over public rights-of-way.

8. **Headings.** The headings of the several sections or paragraphs contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Declaration.

9. **Non-Exclusive.** The rights declared herein to use the Private Roads are not exclusive. Declarant and its successors and assigns shall have the right to use the Private Roads for all purposes; provided, however, that use of the Private Roads by Declarant and its successors and assigns shall not unreasonably interfere with use of the Private Roads as provided herein.

10. **Compliance with Law.** Use of the Private Roads shall comply in all respects with all applicable federal, state, and local statutes, law, ordinances, codes, regulations, and rules.

11. **Provisions Severable.** The terms and provisions of this Declaration are declared to be severable. If any term or provision of this Declaration is determined by a court of competent jurisdiction to be, to any extent, illegal, invalid, or unenforceable, such term or provision shall be stricken to the extent of such illegality, invalidity, or unenforceability; all other terms and provisions hereof shall remain in full force and effect; and, to the extent permitted and reasonably possible, the term or provision deemed illegal, invalid, or unenforceable shall be replaced by a term or provision that is legal, valid, and enforceable, and that comes closest to accomplishing the intent of the term or provision deemed to be illegal, invalid, or unenforceable.

12. **Recitals Incorporated.** Each of the recitals, above, expresses Declarant's intent in executing and recording this Declaration; accordingly, by this reference, the recitals are incorporated herein and made a part hereof.

13. **Exhibits Incorporated.** By this reference, each of the attached Exhibits is incorporated herein and made a part hereof.

14. **No Merger.** There shall be no merger or extinguishment of this Declaration with the fee simple estate of any real property or any interest in any real property by reason of the fact that the same person or entity may acquire, own, or hold, whether directly or indirectly, the entire fee simple estate of both properties.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Private Roads, effective as of the date on which it is recorded in the Official Records of Valley County, Idaho.

[SIGNATURE(S) FOLLOW ON SUBSEQUENT PAGE(S).]

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WOOD RUN HEIGHTS

Located in the NE 1/4 of Section 29 T.18N., R.3E., B.M.
Valley County, Idaho

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING
C1	65.00	112.08	75.83	98°47'36"	S40°35'41"E
C2	265.00	30.75	15.39	6°38'51"	S12°07'32"W
C3	110.00	115.20	63.52	60°00'22"	N14°33'13"W
C4	110.00	30.37	15.28	15°49'03"	N52°27'55"W
C5	110.00	108.40	59.06	56°27'48"	N88°36'21"W
C6	1035.00	85.28	42.67	4°43'16"	S60°48'08"W
C7	20.00	11.51	5.92	32°58'02"	N74°55'30"E
C8	20.00	31.42	20.00	90°00'00"	N43°35'29"W
C9	20.00	19.91	10.87	57°01'58"	S29°55'30"W
C10	965.00	38.96	19.48	2°18'48"	S59°35'54"W
C11	965.00	40.55	20.28	2°24'28"	S61°57'32"W
C12	40.00	92.35	90.45	132°17'12"	N50°41'38"W
C13	335.00	38.87	19.46	6°38'51"	S12°07'32"W
C14	135.00	141.02	77.71	59°51'03"	S21°07'25"E
C15	135.00	91.76	47.73	38°56'33"	S70°31'13"E
C16	100.00	172.43	116.66	98°47'36"	S40°35'41"E
C17	300.00	34.81	17.42	6°38'51"	S12°07'32"W
C18	75.00	173.16	169.59	132°17'12"	N50°41'38"W
C19	1000.00	82.40	41.22	4°43'16"	S60°48'08"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	43.21	N62°25'46"W
L2	35.44	N15°26'58"E
L3	17.98	N15°26'58"E
L4	49.12	S63°09'46"W
L5	53.73	N88°35'29"W
L6	15.00	S88°35'29"E
L7	15.00	S01°24'31"W
L8	40.12	S01°24'31"W
L9	53.41	N15°26'58"E
L10	21.60	N62°25'46"W
L11	70.00	N88°35'29"W
L12	70.00	S01°24'31"W
L13	99.68	N79°10'58"E



NOTES

1. All lots shown are subject to and governed by the provisions of the Declaration of Protective Covenants, Conditions and Restrictions for Wood Run Heights being recorded concurrently with this Final Plat with the Valley County, Idaho Recorder as Instrument No. _____, as the same may be amended.

2. Wood Run Trail and its right of way as depicted on this Plat is private; and, after completion, it will be owned and maintained by the Owners Association, as is further provided in the Private Road Declaration, which is being recorded concurrently with this Plat with the Office of Recorder of Valley County, as Instrument Number _____.

3. Utilities will be completed as provided in the Declaration of Installation of Utilities, which is being recorded concurrently with this Plat with the Office of Recorder of Valley County, Idaho, as Instrument No. _____.

4. There shall be no further division of any Lot depicted on this Plat, as provided in the General Declaration and without prior approval from the Health Authority and Valley County.

5. This Plat is subject to compliance with Idaho Code Section 31-3805. Irrigation is not provided.

6. Flood zones shown on this plat are per FEMA FIRM panel #16085C 1001 Effective February 1, 2019.

Flood Zones: Zone X,
Base Flood Elevation: N/A
Flood Zones are subject to change by FEMA and all land within a floodway or floodplain is regulated by Title 9 and Title 11 of the Valley County Code.

7. 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.

8. Per Valley County Code, only one wood burning device shall be allowed per Lot.

9. All lighting must comply with the Valley County Lighting Ordinance.

10. Surrounding land uses are subject to change.

11. A Wildland Urban Interface Fire Protection Plan for Wood Run Heights is recorded with the Office of Recorder of Valley County, as Instrument Number _____.

SURVEY NARRATIVE

A. This Plat is filed to create fourteen parcels within RP17N03E290007 as shown. The boundary of the parcel was determined by the owner, Surveys of Record, and found monuments as shown.

B. Reference Documents:
Record of Survey Book 14 Page 25

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 5/8" X 30" REBAR MKD LS 8577
- SET 1/2" X 24" REBAR MKD LS 8577
- ANGLE POINT - NOTHING SET
- WET AREA - NO BUILDING
- EASEMENT LINE

HEALTH CERTIFICATE

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

INST. # _____ DISTRICT HEALTH DEPARTMENT, EHS DATE _____

SECESH ENGINEERING, INC.

McCall, Idaho

WOOD RUN HEIGHTS

Located in the NE 1/4 of Section 29 T.18N., R.3E., B.M.
Valley County, Idaho

CERTIFICATE OF OWNER

A parcel of land, located in Section 29 T.18N., R.3E., B.M., more particularly described as follows:

COMMENCING at the east 1/4 corner of said Section 29 as shown on a Record of Survey filed in Book 14 at Page 25 of Surveys, Records of Valley County, Idaho; thence, along the east line of said Section 29,

A. N.0°27'29"E., 661.37 feet to the POINT OF BEGINNING; thence, departing said section line,

1.) N.89°59'29"W., 1554.31 feet; thence,

2.) N.46°00'04"W., 441.03 feet; thence,

3.) N.54°28'23"E., 1821.54 feet; thence,

4.) S.0°27'25"W., 1315.04 feet; thence,

5.) S.89°59'26"E., 400.01 feet to a point on the east line of said Section 29; thence, along said section line,

6.) S.0°27'29"W., 50.00 feet to the POINT OF BEGINNING.

CONTAINING 27.61 acres, more or less.

That it is the intention of the undersigned to and they do hereby include said land in this Plat.

The owner hereby dedicates to the Public, for public use, that portion of Norwood Road labeled "R/W Dedication" shown on this Plat.

In compliance with Idaho Code 31-3805(2) irrigation water has not been provided by the owner, and the lots shown on this plat shall not be subject to assessments by Lake Irrigation District.

BRUNDAGE MOUNTAIN RESORT, LLC

By: _____
ROBERT LOOPER, PRESIDENT and CEO

ACKNOWLEDGMENT

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

On this _____ day of _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared ROBERT LOOPER, known or identified to me to be the PRESIDENT and CEO of BRUNDAGE MOUNTAIN RESORT, LLC, 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: _____

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2025, BY THE BOARD OF COUNTY COMMISSIONERS OF VALLEY COUNTY, IDAHO.

CHAIRMAN

APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2025, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

CERTIFICATE OF COUNTY SURVEYOR

I, GEORGE BOWERS, REGISTERED PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

VALLEY COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

I, RALPH MILLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

RALPH MILLER
IDAHO NO. 8577



CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE _____

COUNTY TREASURER

RP18N03E290007

SECESH ENGINEERING, INC.
McCall, Idaho