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LAKE FORK CROSSING

PHASING PLAN

2025

October/ November/ December

Start and Complete Construction of 8 Unit Storage Unit Building

Complete Landscape Berm/ Fencing

Cut Driveway/ Parking Lot/ Build Road Base

Install 30,000 Gallon Fire Suppression Tank

Complete Plat Submittal/ Record Plat with Bond to Complete Infrastructure

2026

March/ April- Start Construction- 4 Live Work Units
Complete Installation of Septic Systems with Central District Health
Idaho Power Joint Trench
Well Installation
Complete Landscaping/ Sprinklers
September- Complete Full Project Scope

MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE FORK CROSSING LIVE/WORK UNITS
LOTS 1,2,3,4

ARTICLE I.

RECITALS

WHEREAS, the undersigned (hereafter "Declarant") is the developer of a residential subdivision in Valley County, Idaho, described more particularly in Exhibit A (hereafter "Subdivision"); and

WHEREAS, This Master Declaration of Covenants, Conditions and Restrictions for Lake Fork Crossing Subdivision and Restrictions for Lake Fork Crossing Homeowners Association is made and effective this _____day of ________, 2025 by 2North Homes, LLC, An Idaho limited liability company ("Declarants").

WHEREAS, Declarants are the owners of certain property (hereafter "Subdivision"), known and legally described as Lake Fork Crossing Subdivision, Lake Fork, Valley County, Idaho, as the same is more fully described in the plat of Lake Fork Crossing Subdivision, recorded in the Valley County Recorder of Deeds and incorporated herein by reference.

WHEREAS, The Declarants desire to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth in this Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Fork Crossing Subdivision (hereinafter "Master Declaration") to (i) insure the enhancement and preservation of property values, (ii) provide for proper design, development, improvement and use of the Subdivision by the Declarant and all other persons or entities who may subsequently acquire an interest in the Subdivision and (iii) provided for high quality residential townhouse development; and

WHEREAS, Declarant is developing the Subdivision as a townhouse development Lake Fork Crossing Subdivision. Mixed Use Lots 1,2,3,4 will have one or more common wall with other residences; and

WHEREAS, due to the configuration of the townhouses, common exterior maintenance of all improvements, landscaping and buildings will benefit all of the owners within the Subdivision, provide economies of scale and ensure consistent maintenance and appearance throughout the Subdivision: and

WHEREAS, Declarant desires to ensure that the value of the individual lots within the Subdivision, and the interests of each owner in their individual lots and buildings are protected and maintained, and in order to achieve the objectives and desires of the Declarant, the Declaration will control the management and government of the Subdivision and the homeowner's association to be created and operated as set forth herein and imposing upon the association certain duties and obligations regarding the maintenance and insurance of all lots and buildings located within the Subdivision. To achieve the foregoing objectives and desires of the Declarants, the Declarants will

control the management and government of the Property and the unincorporated Lake Fork Crossing Homeowners Association, until such time as the Owners take over the management and government in accordance with this Declaration.

ARTICLE II

DECLARATION

NOW, THEREFORE, the Declarant hereby declares that as the date of recording of this Declaration, the Subdivision, and each lot, parcel or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "Covenants and Restrictions"), all of with are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Subdivision or any Lot therein, and to enhance the value desirability and attractiveness thereof. The Covenants and Restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Subdivision or any Lot therein; shall inure to the benefit of every Lot in the Subdivision and any interest therein; and shall inure to the benefit of and be binding upon the Declarant and each Owner, and each successor in interest of each, and may be enforced by the Declarant, by any Owner, or by the Association, as hereafter provided. Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Subdivision in accordance with the plan therefor as the same exits or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Lot in the Subdivision. Not development or construction activities shall be deemed to constitute a nuisance or violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Master Declaration may be granted by the Association provided that such waiver shall be for a reasonable period of time and shall not violate the ordinances of McCall City, Idaho, applicable to the Subdivision. Any such waiver need not be recorded and shall not constitute an amendment of this Master Declaration. In the event of a conflict between the provisions of this Master Declaration and the requirements of the ordinances of McCall City, Idaho, applicable to the Subdivision, the more restrictive shall control.

ARTICLE III

DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

2 North Homes. LLC: An Idaho limited liability company, the Developer of Lake Fork Crossing Subdivision ("Declarant").

<u>Lake Fork Crossing Owners Association, LLC:</u> An Idaho limited liability company, its successors and assigns, organized by the Declarant and compromised of Members and existing for the purpose of providing self-government for the subdivision.

Advisory Committee: The duly elected and qualified Advisory Committee of the Association. Shall mean and refer to the three (3) person Board elected by the Members at the annual meeting of the Association. The initial Advisory Committee shall have one member elected for a one (1) year term, one elected to a two (2) year term, and the third member elected to a three (3) year term. All subsequent members shall serve (3) year staggered terms. The Advisory Committee of the Association shall only have the authority and power to hire and fire the Manager, and must be decided by a majority of members, except to the extent that the Declarant has the right to appoint the initial Manager until such time as the Declarant relinquishes the right to hire and fire the Manager or no longer owns a Unit in the Property. All authority of the Manager shall be exercised in the name of the Association.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Subdivision are made subject to this Master Declaration by recording of a Supplemental Declaration as set for in Section 12.01.

Architectural Control Committee or "ACC: Shall mean and refer to a designated association of not less than one and not more than three individuals whose primary function is to review all construction plans submitted by a Lot Owner and to enforce the construction standards as required by this Declaration.

Assessment: Any amount levied against any Lot by the Association, including Regular, Special or Limited Assessments as provided in this Declaration.

Association or Corporation: Shall mean and refer to the Lake Fork Crossing Owners Association, LLC, its successors and assigns.

<u>Building:</u> A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

By-Laws: The Association may elect in the future to have By-Laws, including any amendments thereto duly adopted.

Common Maintenance Areas: All real property and improvements within the Subdivision that are located on a Lot and owned by an individual Owner, but which are maintained and insured by the Association due to the fact that such either provide a common benefit or facility for one or more Owners, or for which common maintenance and insurance are necessary within the Subdivision to ensure that the value of all Lots, Buildings and Improvements within the Subdivision are preserved. Common Maintenance Areas shall include, but not be limited to the structural portion of common walls separating dwelling units and the units' corresponding garages; all exterior portions of a Building, including but not limited to the foundations, walls, roofs, siding; the Common Garbage Enclosures; the Shared Driveways, and the Private Ingress/ Egress Easement. For purposes of this Declaration the windows, exterior doors, and garage doors, located on each Lot are specifically not Common Maintenance Areas.

Common Maintenance Obligations: The obligation of the Association to maintain and insure the Common Areas and Common Maintenance Areas, regardless of whether such are owned by the Individual Owners, in the case of Common Maintenance Areas, or the Association, in the case of Common Area. The Common Maintenance Obligations are set forth in Article VI.

Common Area: All real property, including easements or other interests therein, located within or outside of the boundaries of the Subdivision in which the Association owns any interest in or controls or is obligated to maintain, including,, but not limited to, off-site drainage facilities, landscaping easements and the easements for the common irrigation system within the Subdivision as shown on the Plat, together with all personal property, fixtures or equipment which provide a common benefit to the Lots in the Subdivision, including but not limited to all irrigation systems owned by the Association, and which are owned, held controlled or maintained for the betterment of the Owners and Occupants of the Subdivision.

Declarant: Shall mean and refer to Resolute Land Holdings LLC, an Idaho limited liability company, the undersigned owner of the land compromising the Subdivision, including a successor of the undersigned Declarant, which successor succeeds to the ownership of all of the Declarants interest in the whole of the Subdivision.

Development: The project to be undertaken by the Declarant resulting in the improvement of the Subdivision, or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Dwelling Unit: Shall mean and refer to the residential Improvement to be constructed on each Lot by Declarant.

Easement: Is a non-possessory right to use and/or enter onto the real property of another without possessing it. The Declarant has specified easements throughout the Subdivision for driveways, open space and storm water treatment areas, which will be maintained and the responsibility of the Home Townhouse Owners Association.

Improvement: any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, living and /or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, removal of trees and other vegetation, landscaping, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and Improvements.

<u>Limited Assessment:</u> Any Assessment levied by the Association against any Lot or Lots, but not upon all Lots within the Subdivision, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

Lot: A portion of the Subdivision which is a legally described tract or parcel of land within the Subdivision or which is designated as a Lot on any recorded subdivision plat relating the Subdivision.

Manager: The affairs of Lake Fork Crossing Owners Association shall be managed by a Manager initially appointed by the Declarant and shall serve by contract to the Association. The manager shall run all aspects of the Associations affairs and exercise on behalf the Association all of the rights and privileges as set forth in this Declaration. The Members of the Association shall only have the

power and authority of hire and fire the manger by majority vote of the members. The Declarant at anytime can select a replacement manager. The Lake Fork Crossing Owners Association, LLC operations shall be manager managed, initially appointed by the Declarant, serving the daily duties and responsibilities of managing the Association.

Member: Any person(s) who is an Owner of a Lot within the Subdivision.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Subdivision to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust," on a Lot within the Subdivision.

Mortgagee: The holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot within the Subdivision owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in the Declaration shall be limited to a holder of a first Mortgage, including beneficiary under a first Deed of Trust on a Lot.

<u>Occupant:</u> Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such a right is exercised, including their heirs, personal representatives, successors and assigns.

<u>Owner:</u> A person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot within a Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Master Declaration: This instrument as it may be amended from time to time.

<u>Plat:</u> The final subdivision plat for "Lake Fork Crossing" as recorded in the office of the Country Recorder, Valley County, Idaho, and as depicted and described in Exhibit A, as the same bay be amended by duly recorded amendments thereto.

<u>Private Ingress/Egress Easement:</u> The easements located for private driveway access for the Subdivision provide ingress and egress to each lot, with a common shared private driveway, maintained by the Home Owners Association.

Regular Assessment: Any Assessment levied by the Association against any Lot to provide funds to pay the ordinary estimated expenses of the Association.

Shared Driveways: Those driveway areas located within the Broken Ridge Subdivision which serve one or more Lots but are owned by the individual Owners of said Lots shall be subject to the Shared Driveway Easement created herein and shall be Common Maintenance Areas subject to Assessments for the maintenance and repair of said Shared Driveways.

Special Assessment: Any assessment levied by the Association against any Lot other than a Regular or Limited Assessment.

Storm Water/Snow Removal Management Operation and Maintenance (O&M) Manual:

Procedural Manual for the operation and maintenance of the storm water retention and snow removal areas, a system of designated swales. These areas are considered storm water and snow removal management facilities and must therefore be adequately inspected and maintained, by the Home Owners Association as described specifically in Exhibit B.

Subdivision: The Subdivision described specifically in Exhibit A.

ARTICLE IV.

PURPOSE

SECTION 4.01. Purpose. The Subdivision is herby made subject to the Covenants and Restrictions contained in this Master Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Subdivision for the purpose of:

- (a) Insuring the Owners and Occupants of Buildings of quality design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection within the Subdivision of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and harmonious appearance and function.
- (c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Subdivision to assure visual quality and harmonious appearance and function.
- (d) Securing and maintaining the proper set-backs from streets and open areas with the Subdivision and adequate free spaces between improvements.
- (e) The integration of development of the different Lots by setting common general standards to ensure the harmonious construction and maintenance of all Lots and Improvements.
- (f) Insuring the attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

As used hereafter, "Project Objectives" shall mean the foregoing specified purposes.

SECTION 4.02 Architectural Review Committee. Or "ACC" shall mean the Architectural Review Committee established pursuant to Article IV herein, and refer to a designated association of not less than one and not more than three individuals whose primary function is to review all construction plans submitted by Lot Owner and to enforce the construction standards as required by this Declaration, the ACC must send all requests to Manager for final approval, compliance and documentation. ACC committee members shall be appointed by the Declarant and shall serve at the pleasure of the Declarant until Declarant has turned over the right of appointment to the Association by written notice. The ACC may operate as an information association or committee, or may form and operate as a corporation or limited liability company.

SECTION 4.03 Exterior Improvements. No owner shall install or place any item on any lot or exterior of his or her dwelling unit or on any building without the consent of the ACC, including

without limitation, any fences or landscaping. The ACC shall not allow any fence or vegetation which may materially obstruct the view of any other owners or occupants of dwelling units, other than fences or vegetation constructed, planted and placed upon the property by the Declarant. Owners shall not plant any additional trees or shrubs upon his or her Lot. Potted plants and shrubs are allowed if approved by the ACC. All plants are to be living material. The ACC reserves the right to plant flowers in any area of neglect or bare spots.

ARTICLE V.

PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. <u>Use.</u> Each Live Work Unit shall be designated as 1 residential unit above a commercial space. This Master Declaration, "residential" shall mean the use of the Improvements on a Lot for work and living accommodations by one (1) or more related or unrelated persons, including guests of the principal occupant(s), which guests reside therein on a temporary basis. Notwithstanding the provisions of Idaho Code §67-6530 *et. Seq.*, as used in the Declaration, "residential" is not intended, nor shall the same be construed, to include the use of any Lot for the operation of a shelter home for persons unrelated to each other or unrelated to the Owner or Occupant.

SECTION 5.02. <u>Buildings.</u> Except as (1) otherwise designated on the Master Plan for the Subdivision, (ii) otherwise specified for a particular Lot, tract or parcel in a Supplemental Declaration, or (III) allowed by the zoning ordinance applicable to the Lot, no Lot shall be improved except with (1) work/dwelling unit.

SECTION 5.03. Approval of Use and Plans and Specifications. No Improvements, modifications, changes to paint colors, or additions shall be built, constructed, erected, placed or materially altered within the Subdivision unless and until the plans and specifications, thereof have been reviewed in advance and approved by the ACC in accordance with the provisions set forth in Section 4.03. Because this is a townhome live/ work development with attached single family residences developed with a common theme and design, the Association shall have the ability to require all Improvements built, constructed, erected, placed or materially altered within the Subdivision subsequent to Initial Construction of Improvements on a Lot conform to the theme, design and standards imposed at the time of Initial Construction of Improvements.

SECTION 5.04. Prohibited Buildings/Prohibited Uses. No trailer or other vehicle, tent, shack or garage shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Subdivision by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid, waste, smoke or noise.

SECTION 5.05. <u>Common Walls and Individual Maintenance.</u> Common walls have been constructed and created as set forth herein subject to all easements and obligations set forth herein, including those set forth in Article XV. The common walls are deemed Common Maintenance Areas for purposes of the Common Maintenance Obligations. Each Owner shall be responsible for maintaining and keeping the interior of its dwelling unit in good order and repair, including the interior of any garage, and any patio, deck or balcony located on the Owners Lot.

SECTION 5.07 Antennae and Satellite Dishes. No radio and/or television antennae shall be erected on any Lot without the written consent from the Association, which may require them to be screened from the street view. Satellite dishes or receivers that are smaller than one meter in diameter shall not require review or approval by the ACC. Any owner installing an antenna or satellite dish shall install it in such a manner that it is wholly within that Owner's Lot and shall indemnify and hold harmless all other Owners and the Association from any damage, injury or expense arising from the Owner's installation of an antenna or satellite dish, including but not limited to, any structural or property damage.

SECTION 5.08 Easements. There is hereby reserved the use and benefit of the Declarant and ranted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Subdivision, the following easements.

- (a) Plat. All easements as depicted and/or created on the recorded Plat for the Subdivision.
- (b) Maintenance. There is hereby reserved to the Declarant and the Association, their respective contractors, employees and agents, an easement to enter upon the Lots within the Subdivision for the purpose of accomplishing all maintenance, repair and replacement provided for under this Declaration, including the performance of any work necessitated by the failure of any Owner or Occupant to fulfill its obligations as set forth in Section 5.14 below and performance of all Common Maintenance Obligations.
- (c) Public Utilities. For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded Plat(s) for any portion of the Subdivision.
- (d) Water. For water drainage, irrigation, retention, recreation and amenity purposes.
- (e) Access to Common Maintenance Areas. For the purposes of permitting the Declarant or the Association, their contractors and agents, and any third party possessing any interest in the irrigations system, to enter on those portions of Lots or which any Common Maintenance Areas is located, to maintain, repair, replace and restore landscaping and other improvements within the Common Easements or Common Maintenance Areas, including but not limited to, a sprinkler irrigation system which may be installed to irrigate any landscaping located on a Common Easement for landscaping as shown on the recorded Plat for the Subdivision.
- (f) **Encroachment.** Reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and such portion(s) of the Common Easement adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to willful act or acts of an Owner.

- (g) Access and Maintenance for Common Maintenance Obligations. For the performance of all Common Maintenance Obligations regardless of whether such are located on Common Easements, Common Maintenance Areas, or any Lot. This easement is further addressed in Article VI below.
- (h) <u>Shared Driveway.</u> For common ingress and egress over and across and maintenance of the Shared Driveways located in Broken Ridge Subdivision as set forth in the Plat. The Owners of all of the Lots served by or to be served by the Shared Driveways shall be entitled to the full use and enjoyment of the Shared Driveway located thereon and no Owner shall obstruct or inconvenience the free use thereof by any other Owner or said Owner's invitees or licensees.
- (i) <u>Common Wall Easement.</u> To the extent that common walls exist as set forth herein, there is hereby created a common reciprocal easement for the location and maintenance of such common walls as set forth herein.
- (j) Private Ingress/Egress Easement. For common ingress and egress over and across and maintenance of the shared access to Lake Fork Crossing Subdivision, said Lots are encumbered by a private ingress/ egress easements located at W. Valley Rd. and Verita Rd. as depicted on the plat for ingress and egress to the Lots benefited and encumbered thereby.
- (k) **Landscape Buffer Easement.** For a landscape buffer encumbering as depicted and described on the Plat, for landscaping to benefit all of the Lots within the Subdivision.

The easement areas (excluding any equipment or appurtenances owned by the Declarant, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated, except to the extent that such are Common Maintenance Areas, maintained as part of the Common Maintenance Obligations of the Association or as set forth in Article XV.

No improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and not other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.09. Lighting. To the extent required by the Association, each Owner shall install, and maintain in an operative condition such exterior lighting as initially installed and constructed. Exterior lighting shall be down and lighted so as to not cause a nuisance to neighboring property owners.

SECTION 5.10. Roofs. All roofs shall be maintained, repaired and replaced by the Association as a Common Maintenance Obligation. Roofs when repaired and/or replaced must be replaced with same color, style, materials, to match all existing roofs.

SECTION 5.11. Animals. No animals, including, but not limited to, poultry, swine, cows, horses, birds, insects or rabbits, or any kind shall be raised, bred, or kept on any Lot, except that no more than one small (1) dog or one (1) cat or other small household pets with do not unreasonably

bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owners' Lot. No Owner or Occupant shall permit any animal authorized hereunder to make noise that is audible outside of the Lot where such animal is permitted. Failure to adhere to the requirements of this Section 5.11 shall subject the Owner or Occupant to such Lot where the animal is located to the remedies set forth herein, including but not limited to Section 14.13.

SECTION 5.12. Common Well and Septic Tanks. Domestic Water will be provided by a common well, maintained by the Association. Each Live/ Work Unit shall have its own septic tank and drain field, and it is the responsibility of the Owner to properly maintain and pump this system as required.

SECTION 5.13, Grading and Drainage. The Owner of any Lot within the subdivision in which grading or other work has been performed, shall maintain and repair all graded surfaces, drainage structures, means or devices which are not the responsibility of the Association or any governmental entity, it being expressly understood and agreed by each Owner of a Lot, by acceptance of a deed such Lot, that the Association, shall be responsible for the maintenance, repair or replacement of the drainage swales and/or (open space), if any, located within the public rights-of-way within the Subdivision.

After the Initial Construction on a Lot, an Owner shall not change or alter any grading on a Lot or construct or alter any berms or swales on a Lot (including the drainage swales, if any, located in the public right-of-way adjacent to such Lot), which will affect or change the drainage on a Lot or any other Lot within the Subdivision, without the prior written approval of the ACC. Such approval by the ACC, shall not however, constitute any representation or warranty by the ACC as to the condition of the soil, the suitability of the grading or any other condition regarding the property or proposed modifications.

SECTION 5.14. Commercial Use. Each Live/Work Unit shall have the right to operate commercial business on the main level. Such commercial uses as allowed per Valley County Planning & Zoning for Lake Fork Crossing and Association Approval. Hours of operation are designated Monday through Saturday 7:00 am to 7:00 pm.

SECTION 5.15. <u>Maintenance.</u> The following provisions shall govern the maintenance of Lots and all Improvements thereon by each Owner to the extent that such maintenance is not included as a Common Maintenance Obligation for the Common Easement Area or Common Maintenance Areas that are the Association's obligation to maintain hereunder.

- (a) Each Owner of a Lot shall maintain all Improvement located thereon, except to the extent that such maintenance is included in the Common Maintenance Obligations of the Association. Notwithstanding the Common Maintenance Obligations of the Association, each Owner shall be responsible for the removal of snow and ice that have accumulated on the sidewalks located on each Owner's Lot. Each Owner shall immediately notify the Association upon said Owner becoming aware of (a) any condition of the Common Easement Area or Common Maintenance Areas that are the Association's obligation to maintain hereunder, and (b) any claim or potential claim arising from the condition or maintenance or the Common Easement Area or Common Maintenance Areas.
- (b) All damage to any improvements shall be repaired as promptly as is reasonably possible.

- (c) A Building, which is vacant for any reason, shall be kept locked and the windows glazed (unbroken glass and replaced if necessary) in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Declaration.
- (d) All structures, facilities, equipment, objects and conditions determined by the Association, in its sole discretion, to be offensive, shall be enclosed within and approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container within the Owner's garage except on the days when garbage pickup occurs. Garbage containers shall be placed within the Common Garbage Enclosure Pickup Area on the appropriate day for garbage pick up and shall be returned to the Owner's garage once garbage pickup has occurred.
- (e) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (f) Any event or condition on a Lot or adjacent to a Lot if under the control of the Owner, which, in the sole discretion of the Association, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration. If the Owner does not promptly correct such event or condition, the Association shall have the right to correct the same pursuant to subsection (g), below.
- (g) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to Maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Declarant or the Association upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the Lot in violation shall be personally liable, and such Owner's Lot may be subject to a lien for all the costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due as set forth herein, Each owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article 7.04 of this Declaration.
- (h) Except as set forth in this Section 5.14, the Association shall perform all Common Maintenance Obligations set forth herein regardless of whether the Common Maintenance Obligations are located upon any Owner's lot within Common Maintenance Areas.
- (i) Personal Expression. Mailbox coverings, flags, attachments to the exterior building, holiday decorations, shall not be allowed without prior approval by Manager. No exterior holiday lighting is allowed except what the Declarant or Manager, selects in accordance within its projected budget.

SECTION 5.16. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Declarant or the Association may, by permit, grant; license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.17. Storage of Vehicles, Equipment and Automobiles: Limitations on Parking. The Parking of all automobiles, other vehicles, or equipment and visitor parking shall be subject to the following limitations:

- (a) Trailers, mobile homes, trucks larger than standard-size pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, including, but not limited to, motorcycles or other motorized means of conveyance (hereinafter "Vehicles or Equipment"), when not in actual use, shall be stored in the Owner's garage or front driveway, except for a temporary period not to exceed twenty-four (24) consecutive hours, at no time shall any such Vehicles or Equipment be parked or stored on a Lot in public view or on a public or private right-of-way within the subdivision.
- (b) The design and layout for Lake Fork Crossing Subdivision allows for each unit to have a one (1) car garage, with parking for (1) car in their driveway. No operative automobile or standard sized or smaller pickup (hereinafter collectively referred to as "Automobiles") shall be parked or stored for a period in excess of forty-eight (48) consecutive hours on any Shared Driveway. No inoperative Automobiles (which, as used herein shall include a standard or smaller pickup) shall be parked or stored at any time on Lot unless wholly within an enclosed structure.
- (c) The primary purpose and design of each townhouse unit on each Lot is for the parking and storage of Automobiles (1) in the garage and (1) in their private driveway, allowing (2) vehicles per Lot. No other use of the garage, which prohibits or limits the use of the garage for the parking or storage of the number of Automobiles for which it is designed, shall be permitted, including the long term storage of any personal property, equipment or other items that would preclude the utilization of the garage for the parking or storage of Automobiles.
- (d) Parking of Automobiles shall only occur in areas designated for parking within the Lots and Common Easement Areas. No parking shall occur within the Private Ingress/Egress Easement or any of the drive aisles in the Subdivision.
- (e) Visitor parking shall be permitted within the Shared Driveways, so as not to obstruct access to or from any Lot within the Subdivision and shall not be occupied by vehicles owned by Owners or Occupants of any Lot.
- (f) No other parking, whether visitor or otherwise, shall occur within the Subdivision except as in conformance with this Declaration. No vehicle shall be parked anywhere within the Subdivision for more than forty-eight (48) consecutive hours other than in exclusively in their private driveway. No Owner shall permit parking of vehicles on its Lot in such a manner, either through the location of vehicles or the number of vehicles that interferes

with the use and enjoyment of any Shared Driveway by any other Owner, its licensees or invitees.

SECTION 5.18. Garage Doors. Garage doors shall be closed except when open for a temporary use. The Association shall be responsible to maintain (which does not include replacement) and paint the exterior of the garage doors for uniformity of the project.

SECTION 5.19 Exterior Maintenance. The Association shall maintain or provide for the maintenance of the exterior of all Buildings on any Lot including both paint and roofing, and any other exterior maintenance element which is designated as part of the Common Maintenance Obligations of the Association, the modification or replacement of which shall be with materials and styles approved in advance by the Association and harmonious with the original materials and colors utilized in the Subdivision. Exterior maintenance by the Association is described in more detail in Article VI below.

SECTION 5.20. Use of Vehicles. Equipment and Automobiles. The use of all Vehicles, Equipment and Automobiles, shall be subject to the regulations of this Master Declaration.

SECTION 5.21 Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the Association, except for heat pumps or similar appliances shown on the plans and specifications approved by the Association.

SECTION 5.22 Mailboxes. No free-standing mailbox shall be constructed or installed on any Lot, it being the requirement of the US Postmaster at the date of this Master Declaration that all mailboxes must be clustered.

SECTION 5.23. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat reasonably sized vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing lights are prohibited. Any directional or identification sign for open houses shall be permitted, provided the same as approved by the Association. Signs/ Political Signs, no signs other than one (1) five (5) foot square foot advertising the Lot for Sale, or one election sign of the same size to be installed no earlier than three weeks prior to an elections shall be installed on any lot, but the sings shall be removed within five (5) days following the sale or the election. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of Property owned by the Declarant.

SECTION 5.24. <u>Subdividing.</u> No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the Association; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants by the entirety, or as community property, or require the approval of the Association therefor. In addition, the conveyance of an insignificant portions of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correction a common boundary or other similar purpose, shall not be deemed to be subdividing of a Lot within the prohibition contained herein. The developer has identified Lots 2, 3 and 4 in the Master Plan as future Community Commercial (CC) Zoning, for mixed use residential, commercial development as well as all other allowed uses within the Community Commercial Zoning designation, allowed by the

City of McCall, subdividing and developing within the guidelines allowed by the City of McCall Planning & Zoning.

SECTIONS 5.25. Fences. No fence or wall of any kind shall be constructed on any Lot without the prior written approval of the Association, except for any perimeter fencing constructed by Declarant which perimeter fence shall be maintained by the Association. Any fences and/or walls constructed on a Lot shall be in compliance with the ordinances of McCall City, Idaho, applicable to the Subdivision.

- (a) No fence or wall, shall be permitted to be constructed or installed on a Common Easement Area within the Subdivision, unless prior approved by the Association. If the Declarant constructs or installs a fence in a Common Easement Area or on a berm, the Association may allow fences on the adjacent Lot(s) to be attached thereto so long as such attachment does not (i) impede the maintenance, repair or replacement of the Common Easement Area or berm, (ii) alter the visual theme established by the fence constructed or installed by the Declarant, and (iii) does not project above the top of the fence constructed or installed by the Declarant.
- (b) Fences and walls shall be constructed and installed as per McCall City, Idaho Zoning Ordinances.
- (c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within reasonable time after said damage occurs.
- (d) No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Master Declaration or shown on the recorded Plat(s) of the Subdivision.
- (e) No fence, wall, hedge, high planting, obstruction or barrier shall be allowed if, because of the design, material, color, nature, qualities or characteristics thereof, the same would have a noxious or nuisance effect upon neighboring Lots as determined by the Association. Notwithstanding the foregoing, this subsection (e) shall not be construed or applied in any way to create or to reserve any view easement on or across any Lot ("Affected Lot") in favor of any Lot, which is adjacent to or in the vicinity of the Affected Lot.

SECTION 5.26. Landscaping. Any material change to landscaping on any Lot following initial Construction shall be approved by the Association. For purposes of this section, the term "material change" shall mean any change in the grading of landscaped areas, the planting of trees or shrubs or the configuration of any planning beds; provided, however, that the term "material change" shall not include the planting or replanting of any perennial or annual plant in any planting bed or placement of landscaping feature that can be readily moved or relocated.

(a) The Owner shall maintain all landscaping on its Lot that is not within a Common Maintenance Area and is not a Common Maintenance Obligation of the Association. Private courtyards shall be maintained solely by the Owners.

(b) Pots may be placed by the Declarant and or Lot Owner on the exterior of the units, which shall be the responsibility of the Lot Owner to plant and maintain. requiring approval by the ACC for recommended plant types, prior to installation.

SECTION 5.27. Irrigation Water. The Declarant has or will construct within the Subdivision an irrigation system (hereafter "Irrigation Water") to provide water to each Lot and Common Maintenance Area for irrigation of the landscaping located thereon.

ARTICLE VI

LAKE FORK CROSSING OWNERS ASSOCIATION, LLC.

SECTION 6.01. Organization of Association. Lake Fork Crossing Owners Association, LLC. shall be organized by the Declarant shall be charged with the duties and vested in the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Master Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. The Association may not be dissolved without the express consent of McCall City, Idaho.

SECTION 6.02. Members. Each Owner (Including the Declarant) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot.

SECTION 6.03. <u>Classes of Membership.</u> The Association shall have two (2) classes of membership:

CLASS A. Class A Members shall be all Owners of Lots within the Subdivision, with the exception of the Declarant and its successor(s) in title to any Lot, which Lots are held by such successor in an unimproved condition. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Member(s) expire, as provided below. Each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine, but in not event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member(s).

CLASS B. Class B Members shall be the Declarant, and any successor(s) in title to any Lot, which Lot is held by such successor in an unimproved condition (i.e., without a residential dwelling thereon) for resale to a builder or other person for the purpose of constructing thereon a residential dwelling, provided, that if such voting rights are not so granted, such successor shall be considered to be a Class B member with respect to each Lot owned. The Class B Member shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when, and if, Declarant has sold all Lots within the property.

SECTION 6.04. Manager. The affairs of the Association shall be conducted by a Manager which reports to the Declarant or Advisory Committee in accordance with this Declaration, as the same may be amended from time to time.

SECTION 6.05. Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho, subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles By-Laws or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the performance of the duties of the Association and other responsibilities set forth in this Master Declaration, including but not limited to, the following:

- (a) **Assessments.** The power to determine the amount of and levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.
- (b) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of an Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, or Declaration, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- (c) <u>Delegation of Powers</u>. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable.
- (d) <u>Liability of Board Members and Officers</u>. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the Association, provided that said Board Member, officer, manager or other person has, upon basis of such information as was available, acted in good faith without willful or intentional misconduct.
- (e) Association Rules. The Association has the power to adopt, amend, and repeal such rules and regulations, as the Association deems necessary. Such rules shall govern the use by Owners and Occupants or any other person of Common Area and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration.
- (f) Emergency Powers. The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is

responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.

- (g) Licenses. Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining.
 - (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
 - (iii) Any similar public or quasi-public improvements or facilities.
- (h) **Fiscal or Calendar Year.** The Manager shall have the right to elect a fiscal or calendar year for the Association for budget, Assessment and accounting purposes.
- (i) Establishment of Reserve Fund. The association shall have the authority to levy such assessments as are reasonably necessary to fund all Common Maintenance Obligations, including, but not limited to such items of exterior maintenance as painting and roofing, including the levying of assessments to develop adequate financial reserves to fund such Common Maintenance Obligations or exterior maintenance in advance of actually being obliged to undertake such.

SECTION 6.06. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Declaration, without limiting the generality thereof, the Association or it's authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

SECTION 6.07. Common Maintenance Obligations. As a townhouse development, the Association shall be responsible for all exterior maintenance so as to ensure that all Buildings will present a unified and coordinated appearance and the value of all Improvements, Buildings and Lots are preserved. The maintenance and repair of the roof and painting of the Buildings shall be Common Maintenance Obligations and shall utilize materials and colors harmonious with the original materials and colors found in the Subdivision. The Association shall determine the frequency and need for replacement or repair of the roof and repainting of the Buildings. In making such determinations, the Association shall act reasonably to ensure that the structural integrity and value of the Buildings within the Subdivision are maintained. The Association shall have the authority to levy such assessments as are reasonably necessary to fund such items of exterior maintenance as painting and roofing, including the levying of assessments to develop adequate financial reserves to fund such exterior maintenance in advance of actually being obliged to undertake such exterior maintenance. The Association shall perform or provide or the performance of, such the Common Maintenance Obligations, including the operation, maintenance and management of the Common Maintenance Areas as set forth herein, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss, the maintenance, repair and replacement of any facilities, if any, installed by the Declarant. The

Association shall levy Assessments in conformance with this Master Declaration for all improvement, repair, replacement and maintenance of Common Maintenance Areas.

SECTION 6.08. Common Driveways. The Local Association shall have the right and responsibility to maintain, repair and reconstruct the common driveways and associated parking areas, any private, non-public common water or sewer lines or other utilities, and other improvements. The driveway shall be maintained with asphalt, concrete or block pavers surface or other all-weather hard surface in good repair. Also included in the driveway shall be all curbing, inlets, storm drains and underground pipes and seepage beds as shown on the plat, construction plans and as-built plans of Lake Fork Crossing Subdivision, which such plans shall be delivered by Declarant to the Local Association and retained by the Local Association in its records. All driveway costs shall be allocated equally among the Owners, regardless of distance of a Building Lot from the public road, unless the Board shall determine, at its reasonable discretion, that the maintenance, repair or reconstruction is related to a particular Lot or Lots, in which case the cost shall be allocated proportionately among the Lots to which it is related. Each Lot Owner shall be responsible to maintain, replace concrete and repair their private driveway as originally provided by the Declarant, and pursuant to approval by both the ACC and Manager.

SECTION 6.09. Landscaping. The Association shall have the right and responsibility to maintain, repair and reconstruct all Landscaped Areas. Landscaped Areas shall include all outdoor areas of the Local Association, excepting only those areas on a Building Lot fenced, at the patio, or otherwise delineated as under the exclusive control of the Lot Owner ("Private Yard"). Landscaped Area shall include under-ground pressurized irrigation and associated elements such as sprinklers and timers, except on Private Yards, which shall be the responsibility of the Lot Owner. Association maintenance of the Landscaped Areas (excluding Private Yards) shall include, among other things, maintaining, repairing and replacing grass, sod, trees, shrubs and other plantings, in a neat, clean and attractive condition. The decision as to the nature and extent of maintenance that is required for Landscaping, both within and outside of Private Yards, and the timing of such maintenance, shall be solely within the discretion of the Local Association Board, and may be set by rule or regulation from time to time.

SECTION 6.10. Private Sewer & Water Services. The Declarant has constructed a City Sewer and Water Lines as the main trunks to providing sewer and water to each Lot. The Association shall have the right and responsibility to, maintain, repair and reconstruct any and all sewer and water services to each Lot, located within the Lake Fork Crossing Subdivision.

SECTION 6.11. Storm Water Drainage/Snow Removal Retention Area. The Association shall maintain a "Storm Water/ Snow Removal Retention Area Facility Operation and Maintenance (0&M) Manual containing a stamped and approved construction plan for the Subdivision showing the location of all Storm Water/ Snow Removal Retention Areas, a copy of the final plat, engineering drawings showing the detail of each Storm Water/Snow Removal Retention Area, that the Association shall be responsible for maintaining as per the (0&M) Manual, a written description of the maintenance required by the Association, an itemized estimate of the annual operating and maintenance costs of the Association along with a statement describing the primary purpose of each facility to be to control storm water.

SECTION 6.12. Building Exteriors. The Association shall have the right and responsibility to maintain, repair and reconstruct all Building exteriors. Association maintenance of Building exteriors shall include all maintenance related to wear and deterioration from general factors such as rain, snow, sun and other weather oxidation, air pollution, and the passage of time, but shall

exclude maintenance due to usage and wear and tear of a specific Owner's residence. Association maintenance of the exteriors of Buildings shall be as follows:

- (a) Painting, staining, repairing of all exterior surfaces, including siding, masonry, exterior trim features, exterior doors, garage doors and roof surfaces; painting or staining of exterior window casements, sashes, frames.
- (b) Exterior Doors and Garage Doors. The Association shall paint and maintain the exterior doors and garage doors, excluding the repair and replacement of exterior doors, door sills and thresholds, windows, hose bibs and garage doors.
- (c) Exterior Lighting. The Association shall be responsible for repairing and replacing light fixtures and replacement of light bulbs.
- (d) The maintenance responsibilities of the Local Association specifically do not include the following duties, which are the sole responsibility of the respective Owners of Lots and the Buildings thereon: Repairing, replacing, restoring or cleaning of: glass, exterior items of hardware, exterior window casements, sashes and frames.

SECTION 6.13. <u>Damage.</u> Any repair or replacement work (distinguished from maintenance) that is required for a driveway, landscaping or a particular Building exterior (including its Private Yard and underground sprinkler system) as a result of accident, negligence or Act of God shall be the responsibility of the Owner of same, unless such damage was caused by an act or omission of the Association or its agents or employees.

The Local Association shall have the right to collect reserve funds for anticipated capital expenses or major maintenance or repair or reconstruction of driveways and Building exteriors. The reserve funds shall be collected as part of the regular local assessment. The reserve funds shall be maintained in a separate segregated account and commingled with annual expenses or other monies.

- **SECTION 6.14.** Easement for Maintenance. There is hereby reserved to the Association, its contractors and agents, an easement to enter upon the Lots within the Subdivision for the purpose of accomplishing all maintenance, repair and replacement rights and duties with respect to the irrigation system, lawn maintenance and building repairs.
- **SECTION 6.15.** <u>Insurance.</u> Obtain, from reputable insurance companies authorized in the State of Idaho and maintain in effect the policies of insurance required by Association.
- **SECTION 6.16.** Administration Fees- Costs. Pay to the Declarant, so long as the Declarant manages the Association, all actual out-of-pocket costs paid or incurred by the Declarant in the management and administration of the affairs of the Association plus an administrative fee equal to ten percent (10%) of the total income received by the Association, which administrative fee shall be compensation to the Declarant for the services provided to the Association.
- **SECTION 6.17. Utilities.** Acquire, provide and/or pay for water, electrical for pressurized irrigation and landscaping maintenance by the Association.

SECTION 6.18. Identification Signs. Maintain, repair and replace all permanent entry and special identification signs for the Subdivision, whether the same is located within or without the boundaries of the Subdivision.

SECTION 6.19. Architectural Standards. The Declarants, at or before the completion of construction of the houses on the Building Lots of the Local Association, shall prepare architectural standards applicable to and administrated by the Local Association, specifying building style, form, maximum or minimum or dimensional standards such as height, width, depth, and number of stories, window placement and size, exterior materials and placement, color and such other standards as Declarants may deem desirable. The architectural standards established by the Declarants shall remain in effect until amended, replaced or repealed by two-thirds majority vote of the Local Association.

SECTION 6.20. <u>Cluster Mailboxes.</u> Maintain, repair and replace, if required, the cluster mailboxes located within the Subdivision.

SECTION 6.21. Rule Making. Make, establish, promulgate, amend and repeal Association rules.

SECTION 6.22. Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration and the Association rules.

SECTION 6.23. <u>Budgets and Financial Statements.</u> Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than thirty (3) days after the beginning of each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal or calendar year, the Association, or it's agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Associations fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

SECTION 6.24. Effective Date. The provisions of this Article VI, shall become operative upon the creation by the Declarant of the Association and the conveyance to said Association of fee simple title to the Common Area within the Subdivision. Until the creation and organization of the Association, the Declarant shall have the right to exercise all the powers of the Association set forth in this Master Declaration.

SECTION 6.25. <u>Transition Date.</u> Notwithstanding anything in this Master Declaration to the contrary, the Declarant, for a period of three (3) year following the recordation of the Plat which date shall be know hereafter as the "Transitions Date" shall have the exclusive right, power and authority to appoint and elect the Board and otherwise manage the affairs of the Association so long as the Declarant owns a Lot in the Subdivision. From and after the Transition Date, Declarant shall have the rights afforded it as the Class B Member as set forth in Section 6.03 above. The Declarant shall have the right but not the obligation, to record a notice of transition in the official records of the county where the Subdivision is located evidencing the Declarants transfer of control to the Association and Owners.

ARTICLE VII

ASSESSMENTS

SECTION 7.01. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Association of which Owner is a Member. All such Assessments, together with interest, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use or abandonment of his Lot.

SECTION 7.02 Regular Assessments. Regular Assessments shall be made by the Association in such amounts and at times and intervals deemed appropriate by the Manager. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the Maintenance Obligations and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance with the Association is required or permitted to maintain hereunder, driveway, building exterior, landscaping and care of grounds, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

SECTION 7.03. Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Manager may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of improvements in the easement area (driveways, storm water retention devices) or unexpected repairs required to be maintained by the Association.
- (b) To cure a deficit in the common or ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

At the closing of the sale of each lot by the Declarant, whether to a homebuilder or directly to a homebuyer, a setup fee of \$500.00 shall be collected from the initial purchaser of the Lot as payment to the Association for the set-up costs and the performance of the Maintenance Obligations of the Association. Upon any subsequent transfer of ownership of a Lot by an Owner to a third party, a transfer fee in the amount of \$500.00 shall be payable to the Owner to the Association, provide, that not transfer fee shall be payable if the Lot was purchased by a builder from the Declarant and within one (1) year thereafter sold to a third party. The above setup and transfer fee, may be increased as market changes or at the discretion of Manager, or Declarant.

SECTION 7.04 <u>Limited Assessments.</u> In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

(a) Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of the Common Maintenance Areas on any Lot, is such maintenance and repair is necessary, in the opinion of the Manager, to protect the common value and common interest of all Owners. If the Owner of said Lot has failed or

refused to perform maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Manager to said Owner. The Manager shall perform all such work specified in the written notice provided to the Owner of the Lot and shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and other cost or expense, including attorneys fees, arising out of or incident to such maintenance and repair and the Assessment therefor, provided however, that the assessment of a Limited Assessment shall not absolve or relieve any Owner of its duty and obligation to pay Regular Assessments to pay for Common Maintenance Obligations.

- (b) <u>Correction of Violations</u>. In addition to maintenance and repair, the Manager, upon certification from the Association of the failure or refusal of an Owner to correct a violation of the Declaration, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorney's fees shall be assessed and collected as set for in this Declaration.
- (c) <u>Limited Purpose</u>. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose, which the Manager believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to Limited Assessment.
- (d) <u>Commencement of Regular Assessments</u>. Regular Assessments of the Association against each Lot shall commence the date of the closing of the first sale of a Lot to an Owner.
- (e) <u>Uniform Rate of Assessment.</u> Except as expressly provided to the contrary in this Master Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots.
- (f) Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Manager. An Assessment, any installment thereof, shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Manager from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.
- (g) Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Manager from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Manager may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Manager to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Manager in the event of non-payment of an Assessment.

- (h) Estoppel Certificate. The Association, upon not less than twenty (2) 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 Owner is in default under the provisions of this Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by an prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.
- (i) Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the By-Laws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment or a Limited Assessment, shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of sixty (60%) of the Owners who have voting rights in the Association, either in person or proxy, shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Manager for a date not later than sixty (60) days after the date of initial meeting and at the reschedule meeting the presence of ten percent (30%) of the Owners who have voting rights in the Association. either in person or by proxy, shall constitute a quorum. No written notice of the rescheduled meeting shall be required. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on a Lot, as provided, there shall be no requirement of a quorum at a meeting rescheduled because of a lack of the required quorum at the initial meeting, and the Manager may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

ARTICLE VIII

ENFORCEMENT OF ASSESSMENTS

SECTION 8.01. Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 8.02. <u>Creation of Assessment Liens.</u> There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any an all Assessments levied against any and all Lots within the Subdivision pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration except for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County,

Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 8.03. Notice of Assessment Lien. If an Owner fails to pay an Assessment within thirty (30) days of the Owner's receipt of notice of the Assessment, then the Association shall prepare a written Notice of Assessment Lien. The Notice of Assessment Lien shall include

- (a) A true statement of the amount due for the unpaid Assessment after deducting all credits and offsets;
- (b) The name of the Owner, or reputed Owner, if known;
- (c) The name and address of the Association; and
- (d) A description of the Lot to be charged with the lien pursuant to the Notice of Assessment Lien.

The Notice of Lien shall be verified by the oath of an officer of the Association having knowledge of the facts underlying the notice of assessment, acknowledged by a Notary Public and recorded in the office of the Valley County Recorder. Within twenty-four (24) hours after recording the Notice of Assessment Lien against the Lot, the Association shall serve, by personal delivery to the Owner or reputed Owner of the Lot, or by certified mail to the last known address to the Owner or reputed Owner of the Lot a true and correct copy of the recorded Notice of assessment Lien. At such time as a delinquent Assessment, which is described in the Notice, is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 8.04. Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or by other manner in which Manager may elect. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot, which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and or other legal sale and to acquire and therefor hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 8.05. Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclosure the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 8.06. Notice to Mortgagees. The Association shall have no obligation to provide a Mortgagee with a copy of a Notice of Default served on an Owner, unless and until Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) that shall contain the following:

(a) The name and address of said Mortgagee;

- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision.
- (c) The name and address of the Owner.
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;
- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- (g) The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to be notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent, a reasonable fee established by the Board, for such notification and such charge shall be a cost of collection deemed to be an Assessment and secured by the Assessment lien described above. The charge for such notification shall be subject to change by the Manager.

SECTION 8.07. <u>Term of Assessment.</u> Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Declaration or any applicable Supplemental Declaration shall expire and be of no further force or effect after a period of five (5) years from the later of (i) the date of said Assessment, or (ii) the date the last installment thereof is due and payable. Provided that the expiration of the lien as provided herein shall not release the Owner from personal obligation to pay any Assessment.

SECTION 8.08. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity, including but not limited to pursuit of legal action for costs and damages incurred by the Declarant or the Association as a result of the Owner's non performance, seeking injunctive relief as may be appropriate, and undertaking commercially reasonable collection measures.

ARTICLE IX

INSURANCE, INDEMNITY AND CASUALTY

SECTION 9.01. Insurance and Indemnity Obligations of Association. So as to ensure that the value of the Subdivision, a townhouse development and the interests of each Owner in their Lots and Buildings are protected and maintained, the Association shall obtain and keep, in full force and effect at all times, the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Section shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time. In the event of damage or destruction to any portion of the Subdivision as set forth herein, the Associations actions shall be governed hereby.

SECTION 9.02 Application and Allocation of Insurance Proceeds Upon Damage or Destruction; Reconstruction and Repair. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained by the Association pursuant to this Section. All Owners and the Mortgagees of such units shall be bound by the apportionments of damage and of all insurance proceeds made by the Association pursuant thereto.

- (a) Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the insurance process payable under a policy of insurance maintained by the Association upon damage or destruction to any portion of the Subdivision, Lots, Common Area, Common Maintenance Areas as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or rom any Owner shall constitute such appointment.
- (b) General Authority of Association. As attorney in fact, the Association shall have a full and complete authorization, right and power to make, execute and deliver any contract or other instrument with respect to the interest of an Owner, which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the Improvements as used in the succeeding sections mean restoring the Subdivision to substantially the same condition in which it existed prior to damage, with each dwelling Lot, Building and Improvements having substantially the same configuration as prior to the damage or destruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair and reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.
- (c) Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Subdivision, the Association shall obtain estimates that it deems reliable and complete of any costs of repair or reconstruction of that part of the Subdivision damaged or destroyed.
- (d) Repair or Reconstruction. The Association shall diligently pursue to complete the repair or reconstruction of that part of the Subdivision damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent to other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Subdivision.
- (e) Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, may levy in advance a special assessment of repair or reconstruction. Such Assessment shall be allocated and collected as provided herein, Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.
- (f) Disbursement of Funds for Repair for Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for herein constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association herein.

SECTION 9.03. Casualty Insurance, Each Lot, Building constructed thereon, and Improvements constructed thereon, if any, shall at all times be insured for the full replacement thereof in the event of damage or destruction, including fire and extended coverage, which policy or policies shall be purchased by the Association and show the Association, the Owners and Mortgagees as named insureds as their interest may appear. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" as provisions as. in the Association's opinion, are consistent with good business practice. Not individual Owner shall be excused from assessments attributable to such policy for any reason and the existence of such a blanket policy is declared to be in the mutual interests of all Owners and the Declarant, except upon the approval of the Members who are entitled to vote two-thirds (2/3) of all the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. In the event that the Members elect to relieve the Association of the obligation of insuring each Lot, Building constructed thereon, and Improvements constructed thereon, if any, then the individual Owners of each Lot shall be solely responsible for insuring their individual Lots and shall indemnify all other Owners and the Association as set forth herein. The Association may also elect to insure the fixtures, interior finishes, betterments and improvements located within the Building on any Lot against casualty, loss or theft prior to such time as such Building is owned and occupied by an Owner other than Declarant or the general contractor construction the Subdivision. The Association shall have no obligation. however, to insure each once and Owner occupies any Building and any Lot.

SECTION 9.04. Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for the personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Subdivision and the Association's performance of its obligations hereunder, including performance of the Common Maintenance Obligations.

SECTION 9.05. Workers Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance, and all other similar insurance, in respect of employees of the Association in the amounts and in the forms now or hereafter required by law for any employees of the Association.

SECTION 9.06. <u>Directors and Officers Insurance/ Fidelity Insurance.</u> The Association may purchase, in such amounts an in such forms as it shall deem appropriate, directors and officers coverage as well as coverage for the actions and against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

SECTION 9.07. Other Insurance Coverages. The Association may obtain insurance against such other risks, of a similar or dissimilar nature as it shall deem appropriate with respect to the Subdivision, including any personal property of the Association located thereon.

SECTION 9.08. Form. Casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners, which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds of the Association, as trustee for the Owners, and for the respective first Mortgagee which from time to time shall give notice to the Association of such first Mortgagees, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to

each first Mortgagee. The Association shall furnish to each Owner and to the Declarant a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide further that the insurance under any such policy, as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association, its agents and employees, in connection with the ownership, operation, maintenance or other use of the Subdivision.

SECTION 9.09. Insurance and Indemnity Obligations of Owners. Each owner shall insure the contents, personal property, fixtures, interior finishes, betterments and improvements located within the Building on their Lot against casualty, loss or theft. Each Owner shall at all times provide and maintain or cause to provided and maintained liability insurance insuring such Owner against claims for bodily injury or death, property damage or destruction, and personal injury occurring in or arising out of the use or occupancy of its Lot, the use or occupancy of the interior of any building constructed on such Lot, or its failure to perform any duty or obligation set forth herein. The Association can request a copy of the homeowners insurance coverage to ensure the interior is covered under a homeowners individual policy. Each insurance policy required by this Section 9.09 shall be written with a financially responsible insurance company licensed to do business in the state of Idaho. The Association shall be named as an additional insured on all policies of insurance represented by such certificates shall not be cancelled, materially changed or renewed without the giving of thirty (30) days' prior written notice to the insured, any additional insured, and to the holders of such certificates. Notwithstanding the provisions of this Section, each Owner may obtain insurance at his own expense providing coverage upon his Lot, Building, and Improvements construct thereon, in addition to that maintained by the Association, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies with the Association obtains pursuant to this Section. 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, in such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. In the event that the Members elect to relieve the Association of the obligation of insuring each Lot, Building constructed thereon, and Improvements constructed thereon as set forth above, then each Owner shall be solely responsible for insuring their Lot, Building, Improvements and personal property. Additionally, in the event an Owner damages the Common Easement Areas, the Common Maintenance Areas, any Building, any Improvements or any Lot within the Subdivision, or causes any personal injury to any person, whether such is the result of intentional or negligent action by an Owner, said Owner shall be solely responsible to repair such property damage, whether on that Owner's Lot or another Lot and shall indemnify, defend and hold harmless every other Owner and the Association for, from and against any injury or damage that such may have incurred or suffered as a result of the Owner's intentional or negligent conduct.

SECTION 9.10. Application and Allocation of Insurance Proceeds Upon Damage or Destruction: Reconstruction and Repair. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained by the Association pursuant to this Section. All Owners and the Mortgagees of such units shall be bound by the apportionments of damage and of all insurance proceeds made by the Association pursuant thereto.

(g) **Association as Agent.** All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the insurance process payable under a policy of insurance

maintained by the Association upon damage or destruction to any portion of the Subdivision, Lots, Common Area, Common Maintenance Areas as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or rom any Owner shall constitute such appointment.

- (h) **General Authority of Association.** As attorney in fact, the Association shall have a full and complete authorization, right and power to make, execute and deliver any contract or other instrument with respect to the interest of an Owner, which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the Improvements as used in the succeeding sections mean restoring the Subdivision to substantially the same condition in which it existed prior to damage, with each dwelling Lot, Building and Improvements having substantially the same configuration as prior to the damage or destruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair and reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.
- (i) **Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Subdivision, the Association shall obtain estimates that it deems reliable and complete of any costs of repair or reconstruction of that part of the Subdivision damaged or destroyed.
- (j) **Repair or Reconstruction.** The Association shall diligently pursue to complete the repair or reconstruction of that part of the Subdivision damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent to other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Subdivision.
- (k) Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, may levy in advance a special assessment of repair or reconstruction. Such Assessment shall be allocated and collected as provided herein, Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.
- (l) **Disbursement of Funds for Repair for Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided for herein constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association herein.

SECTION 9.11. Obligations of Owners and Association in the Event the Association is Unable to Obtain Insurance Policies or Owner Fails to Obtain Such. If the Association is unable to obtain any of the insurance policies or coverages specifically set forth herein, then it shall be the

duty and obligation of each Owner to individually obtain the coverages the Association is obliged to obtain hereunder for the Owner's Lot, the Improvements constructed thereon, and its Building consistent with the provisions of this Article, in such amounts as necessary to provide for the full replacement thereof in the event of damage or destruction, including fire and extended coverage. Under such circumstances, each Owner shall deliver proof of such coverage to the Association and shall name the Association as an additional insured on any policy obtained by the Owner. If (i) the Association is unable to procure the insurance polices and coverages set forth herein and an Owner fails to obtain such coverage and the Owner fails to deliver proof that it has obtained such coverage to the Association or (ii) the Owner fails to obtain any other coverage required of it hereunder, then the Association shall have the right, but not the obligation, to procure such insurance policies and coverages required hereunder for the benefit of the Owner, designating both the Owner and the Association as named insureds, as their interests may appear, and the Association shall levy a Special Assessment against the Lot of such Owner in the amount of the premium for all such insurance policies and coverages that the Association has procured for the Owner's benefit. The policies of such insurance required by this Section shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or non-renewed without the giving of thirty (3) days' prior written notice to the insured, any additional insured, and to the holders of such certificates. Provided, however, that this Section 9.10 shall be of no force or effect if the Members elect to relieve the Association of the obligation of insuring each Lot, Building constructed thereon, and Improvements constructed thereon as upon such occurrence the Association shall not be deemed to have been unable to obtain coverage and shall have no further responsibilities for obtaining any insurance that the Members elect to not have the Association obtain.

ARTICLE X

ANNEXATION

SECTION 10.01. Annexation. Additional property may be annexed to the Subdivision and brought within the provisions of this Master Declaration by the Declarant, at any time, without the approval of an Owner or the Association. To annex additional property to the Subdivision, the Declarant shall record a Supplemental Declaration which shall specify the annexation of the additional property to the Subdivision and which may supplement this Master Declaration with addition or different Covenants and Restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Declarant deems no appropriate for the annexed property, so long as the additional, different, deleted or modified covenants or restrictions are not prohibited by the regulations and requirements of HUD for residential subdivisions of the nature and type as this Subdivision. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all the rights, privileges and obligations as all other members. The amendment of this Master Declaration as authorized by this Section, to annex additional property to the Subdivision, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 11.02 of this Master Declaration. De-Annexation. The Declarant shall have the right to delete all or a portion of the Subdivision from the coverage of this Master Declaration and the jurisdiction of the Association, so long as the Declarant is the Owner of all the property to de-annexed and, provided further, that an appropriate amendment to this Master Declaration is recorded in the Ada County Recorder.

SECTION 10.02. <u>De-Annexation.</u> The Declarant shall have the right to delete all or a portion of the Subdivision from the coverage of this Master Declaration and the jurisdiction of the Association, so long as the Declarant is the Owner of all the property to be de-annexed and, provided

further, that an appropriate amendment to this Master Declaration is recorded in the office of the Ada County Recorder.

ARTICLE X.

PROTECTION OF MORTGAGEES

SECTION 10.01 <u>Purpose.</u> No amendment by this Master Declaration shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary under any first Mortgage or firs Deed of Trust upon a Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage or Deed of Trust such Lot shall remain subject to this Master Declaration, as amended.

SECTION 10.02. Right to Notice. A Mortgagee, shall be given written notice in accordance with Section 8.06, above, by the Association of any default by the Owner of the Lot encumbered by the Mortgage held by said Mortgagee in the performance of such Owner's obligations under this Master Declaration, any Supplemental Declaration applicable to the Lot, the Articles or the Bylaws of the Association (hereafter collectively referred to as "Project Documents"), which default is not cured within (30) days after the Association has notice of such default.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Term. Except as provided herein, the term of this Master Declaration shall be for a period of thirty (30) years ("Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an "Extension Period") unless, prior to the date of expiration of the Primary Period or Extension Period then in effect, it is extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Master Declaration and such written instrument is recorded with the Valley County Recorder. Notwithstanding any termination of this Master Declaration, all easements created herein or depicted on the plat shall survive termination of the Master Declaration. The termination of the Master Declaration shall in no way modify the right, title and interest of any Owner in any easement, nor shall termination relieve any Owner of any burden or obligation under any easement set forth herein or on the plat.

SECTION 11.02. Amendment. This Master Declaration may be amended as follows:

- (a) **By Declarant.** Until title to a Lot within the Subdivision is conveyed by the Declarant to an Owner, with exception of those items required by McCall City as conditions of the approval for this Subdivision, this Master Declaration may be amended or terminated by the Declarant by recordation of a written instrument signed by the Declarant and acknowledged setting forth such amendment or termination.
- (b) **By Owners.** Except as otherwise expressly provided this Master Declaration, other than this Section and with the exception of those items required by the City of McCall as conditions of approval for this Subdivision, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has, been approved by a majority of the total of the Class Be votes

cast by the Class B Member(s), or after the Class A Members become entitled to voting rights, by a majority of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose and/or by the approval in writing by the Class B Member(s) or a majority of the Class A Members, as the case may be. Such amendment shall be effective upon its recordation with the Valley County Recorder. Any amendment o this Section 11.02 shall require the vote of a majority of the total of the Class B votes cast by the Class B Member(s), or after the Class A Members become entitled to voting rights, by seventy-five percent (75%) of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose and/or by the approval in writing by the Class B Member(s) or seventy-five percent (75%) of the Class A Members, as the case may be. Such amendment to this Section shall be in the form of an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment to this Section has been approved as provided herein, and shall be effective upon its recordation with the Valley County Recorder.

SECTION 11.03. <u>Sewer Covenants.</u> The following shall run with each Lot, Easement or Common Area affected hereby and shall be binding upon each Owner of a Lot and all occupants of any Improvements constructed on a Lot:

- (a) Each lot to be connected to its own septic system and properly maintained, pumped and replaced as needed for standard operation.
- (b) Each septic system has been approved by Central District Health Department for up to 6 occupants and comply with their allowed uses.

SECTION 11.04. Books and Records. All books, records and minutes of the Association and all other books and records maintained by the Manager shall be made available for inspection and copying by an Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Manager shall prescribe.

SECTION 11.05. <u>Acceptance.</u> Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same.

SECTION 11.06. Indemnification. Each member of the Advisory Committee shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only

SECTION 11.07. Notices. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall 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, property addressed.

- **SECTION 11.08.** Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.
- **SECTION 11.09.** Not a Partnership. The provisions of the Master Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Declarant.
- **SECTION 11.10.** No Third Party Beneficiary Rights. This Master Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.
- **SECTION 11.11.** <u>Injunctive Relief.</u> In the event of any violation or threatened violation by an person of any of the covenants, easements and restrictions contained in this Master Declaration, the Declarant, the Association, and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Master Declaration or provided by law.
- **SECTION 11.12.** Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Master Declaration shall entitle any Owner to terminate this Master Declaration, but such limitation shall not affect in any manner any other rights or remedies with such Owner may have hereunder by reason of any breach of this Master Declaration. Any breach of this Master Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Master Declaration shall be binding upon and, be in effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.
- **SECTION 11.13.** Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Master Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.
- **SECTION 11.14.** Force Majeure. The period of time provided in this Master Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, acts of war or terrorism, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

ARTICLE XII

ADDITIONAL COVENANTS AND CONDITIONS

SECTION 12.01. <u>Permitting and Erosion Control.</u> Each Owner shall be solely responsible for obtaining all necessary permits for construction upon any Lot at all times. Each Owner shall be

solely responsible for ensuring that all work is conducted upon its Lot by its contractors, agents, subcontractors and licensees in conformance with the permits that have been issued. Each Owner shall furthermore be responsible to obtain all necessary erosion and sediment control plans governing its Lot as well as the Subdivision. In no event shall an Owner take any action or permit its contractors, agents, subcontractors and licensees to take any action which would violate the erosion and sediment control permits for any adjoining lots or other lots within the Subdivision, or violate erosion and sediment control plan.

SECTION 12.02. Shared Driveway Easement. As set forth above and on the Plat of Lake Fork Crossing, the development is served by and encumbered by the Private Ingress/ Egress Easement providing for access to and from Lots (collectively the "Shared Driveway Easements"). The Shared Driveway Easements are Common Maintenance Areas and Common Maintenance Obligations of the Association. The Association shall be responsible to maintain and repair the Shared Driveways, which cost and expense shall be assessed against all Lots as a Common Maintenance Obligation, provided, however, that in the event an Owner intentionally or negligently damages any Shared Driveway, that Owner causing the damage shall be solely responsible to repair such damage, whether on that Owner's Lot or another Lot benefited and encumbered by the Shared Driveway Easements. The failure of an Owner to do so under such circumstances shall permit the Association to undertake such necessary repairs and levy a Special Assessment solely against said Owner. The Association shall also be responsible to insure the Shared Driveway Easements as set forth herein.

SECTION 12.03. Common Walls: Agreement: Easement: Indemnification Obligations of Owners. The Owners of Lots 1,2,3,4 of Lake Fork Crossing by receiving title to a Lot acknowledge and agree that the Buildings constructed upon the Lots include party walls, being the common walls between two dwelling units, separating the units, and the units corresponding garages. Such party walls and all exterior portions of the Buildings, including but not limited to the foundations, walls, roofs, and siding shall be Common Maintenance Areas.

The Association shall be responsible to maintain and repair Common Maintenance Areas as part of the Common Maintenance Obligations, which cost shall be assessed against the Lots as a Regular or Special Assessment under Article IX; provided, however, that in the event an Owner intentionally or negligently damages the Common Area, the Common Maintenance Areas, any Improvements or any Lot within the Subdivision, that Owner shall be solely responsible to repair such damage, whether on that Owner's Lot or another Lot and shall indemnify, defend and hold harmless any other Owner and the Association for, from and against any injury or damage that such may have incurred or suffered as a result of the Owner's intentional or negligent conduct. The failure of an Owner to do so under such circumstances shall permit the Association to undertake such necessary repairs and levy a Special Assessment solely against the Owner. The Association shall also be responsible to obtain insurance for the Common Maintenance Areas and the Buildings as set forth above, which cost shall be assessed against the Lots as a Regular Assessment.

Such party walls of the dwelling units and garages are intended to be constructed upon the lot boundary lines separating adjoining Lots. To the extent any party wall exists, encroaches or overlaps upon a Lot, there is herby created a common reciprocal easement for the location of such party wall. Each Owner shall have the right to use the surface of any party wall contained within the interior of the Owner's dwelling unit or garage, provided that the Owner shall not drive, place or caused to driven or placed any nail, bolt, screw or other object into a party wall which penetrates the surface of such party wall more than one inch.

THIS DECLARATION IS SIGNED AND ACKNOWLEDGED BY THE DECLARANT AS THE OWNER OF ALL PROPERTY DESCRIBED IN EXHIBIT A AND IN EXHIBIT B thisday of, 2025, and effective upon the recording in the official records of Valley		
County, Idaho.		
	By:	2 North Homes, LLC limited liability company, its Member
		By:
		By: Michael Jobes, Manager
STATE OF IDAHO))ss,		
County of Valley)		
On thisday of, 2016, before me,, a Notary Public in and for the State, personally appeared JEANETTE NEWBOLD and MICHAEL JOBES known or identified to me to be the Managers or Members of the 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 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 Residing at		
My commission expires		

Recording Requested By and When Recorded Return to:

2 North Homes, LLC P.O. Box 140798 Boise, Idaho 83714

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

OWNER'S DECLARATION OF UTILITIES INCLUDING SEWER, WATER, POWER, AND TELECOMMUNICATION FACILITIES FOR LAKE FORK CROSSING SUBDIVISION

This Declaration is made by 2 North Homes, LLC, an Idaho limited liability company ("Declarant"), which is the owner of certain lands located in Valley County, Idaho.

RECITALS

- (A) Declarant did, on the _26th__ day of __September__, 2025, for of record that certain plat recorded as Instrument No.____ with the Valley County, Idaho Recorder and entitled "Lake Fork Crossing,"
 - (B) Declarant is the Owner of the Affected Property.
- (C) This Declaration is being recorded in compliance with the Valley County Land Use and Development Ordinance to describe the status of the Utilities within the Affected Property, the maintenance responsibility therefor, and the standards and provisions governing completion thereof.

AGREEMENT

NOW, THEREFORE, the Declarant hereby states and declares as follows.

- 1. **Recitals**. The foregoing recitals are incorporated and made part of this Declaration by this reference.
- 2. Sewage Disposal. Septic Systems for the Affected Property has been designed and approved by ("Central District Health Department") that is composed of 4 Septic Systems that (collectively the "Sewage Disposal System") shall be the responsibility of the Property Owners and Lake Fork Crossing Homeowners Association, of which Declarant is a part, as described in the Supplemental Declaration for Lake Fork Crossing. The Lake Fork Crossing Homeowners Association Committee is Solely Responsible for the Costs of the Sewer Disposal System. Declarant is solely responsible for the costs of the design and construction of the Septic Systems per Central District Health requirements.

- Water System. Each Unit within the Affected Property shall be served by a common well and will be maintained by the Lake Fork Crossing Homeowners Association.
- 4. Telecommunications. Declarant is responsible for installation of data communication infrastructure for the Affected Property. The Municipal Association shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of the data communication infrastructure for the Affected Property.
- 5. Power. Electrical power is being supplied to the Affected Property by the Idaho Power Company, which is responsible for the design of the Affected Property's power distribution system. Construction of the system is the responsibility of Declarant.
- Valley County is Not Responsible for the Sewage Disposal System, the Water System, the Telecommunications System, or Power System. Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair, or replacement of the Sewage Disposal System, the water system, the Telecommunications system, or the power distribution system (collectively "Utility Systems").
- 7. Status and Completion of Montelago Subdivision Sewer, Water, Power and Telecommunication Facilities. Construction of the Utility Systems is complete, and the cost thereof has been paid in full.

In witness whereof, the undersigned Owner of the Affected Property has executed this Declaration the day and year specified below.

2 North Homes, LLC, an Idaho limited liability
company:
By: My
Michael Jobes, Member
Date: $9 p_{\psi}/25$
STATE OF IDAHO)
County of Valley)
This record was acknowledged before me on Sept. 26, 2025 by Michael Jobes as the member of 2 North Homes, LLC.

KATRINA MEISER Notary Public - State of Idaho

Commission Number 20203492

My Commission Expires 09-14-2026

Signature of notary public

My commission expires 9

VALLEY COUNTY WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN

Lake Fork Crossing

10-7-1: PURPOSE

Valley County's community wildfire protection plan acknowledges that wildfire hazard areas exist throughout the county. Therefore, wildfire mitigation actions are prudent to enable safe habitation in these fire environments. The Valley County fire working group recommends that a requirement for the development and approval of a wildland urban interface fire protection plan be added as an addendum to the Valley County subdivision regulations ordinance. The existence of said plan will assist the Valley County planning and zoning commission and the structural fire districts in satisfying the current subdivision regulation, subsection 10-3-2-6D7 of this title. (Ord. 10-07, 8-26-2010)

10-7-2: DEFINITIONS

APPROVED: Refers to approval as the result of review, inspection or tests by reason of accepted principles.

ASPECT: Generally, refers to the direction to which a mountain slope faces. For example: A slope that faces the sun in the afternoon has a westerly aspect or is a west facing slope.

DEFENSIBLE SPACE: Refers to that area between a building and an oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and to provide an opportunity for firefighters to effectively defend the building.

FORESTED: Idaho Code title 38, chapter 1 (Idaho forestry act) defines "forestland" as meaning "any land which has upon it sufficient brush or flammable forest growth of any kind or size, living or dead, standing or down, including debris or growth following a fire or removal of forest products, to constitute a fire menace to life (including animal) or property".

FUEL BREAK: An area, strategically located for fighting anticipated wildfires, where the vegetation has been modified or removed so that fires burning into it can be more easily controlled. Fuel breaks may divide fire prone areas into smaller areas for easier fire control and to provide access for firefighting.

PROFESSIONAL: Can include qualified professional forester, fire ecologist, or comparable experience. Professionals can be prequalified by the commission or recommended by the Valley County fire working group and kept on record at the planning and zoning office.

PROFESSIONAL FORESTER: An individual holding at least a Bachelor of Science degree in forestry from an accredited four (4) year institution. (This is consistent with Idaho state tax commission rule 960 of the Idaho administrative code, Idaho state tax commission, PDAPA 35.01.03, section 04.)

SLOPE: The variation of terrain from the horizontal; the number of feet of rise or fall per one hundred feet (100') measured horizontally, expressed as a percentage.

STRUCTURE: That which is built or constructed, an edifice or building of any kind or any piece of work artificially built up or composed or parts joined together in some manner.

VALLEY COUNTY FIRE WORKING GROUP: This group is given charter by the Valley County board of commissioners and is tasked with oversight of the community wildfire protection plan. This group is represented by local fire departments, SITPA, public land managers (USFS, IDL, BOR), bureau of homeland security, West Central Highlands RC&D, Valley County Natural Resource Consultants, etc.

WILDFIRE: An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

WILDLAND URBAN INTERFACE AREA: That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels. (Ord. 10-07, 8-26-2010)

10-7-3: BASIS FOR RECOMMENDATION

Valley County adopted the 2006 international fire code, which references the international wildland urban interface when dealing with wildlands. The following addendum's structure set out in section 10-7-4 of this chapter is based on the 2006 wildland urban interface area requirements section 405. (Ord. 10-07, 8-26-2010)

10-7-4: SUBMISSION REQUIREMENTS

A. General

All developers of proposed subdivisions shall provide a wildland urban interface fire protection plan (the plan) for review and approval by the planning and zoning

commission with their preliminary plat application or planned unit development submittal.

B. Content

The plan shall be based upon a site-specific wildfire risk assessment that includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, fire protection systems and equipment, defensible space, and vegetation management.

1. Preparation

The plan shall be developed by a "professional" (see definition in section 10-7-2 of this chapter). Professionals can be prequalified by the commission, and a list will be maintained at the Valley County planning and zoning office.

2. Format

The plan shall consist of two (2) sections:

a. Wildfire Risk Assessment

This portion of the plan includes a map and narrative describing the status of the land to be developed. At a minimum, the following must be included:

- 1. Topographic map. Use blank map format included on the last page.
- 2. Site description including discussion of slope(s), aspect(s), and significant topographic features.

The site is approximately 1.56 acres 200 feet off state route 55. It is a previously undeveloped greenfield with slopes between 2% to 4%. There are no significant topographic features.

3. Narrative describing existing vegetation and fuel hazards, distribution, and continuity.

The existing vegetation on the lot is grass. No other significant fuel hazards exist.

4. Fire history, including historical occurrence, causes, typical wind and climatic conditions which influence fire behavior.

There is no fire history on this lot that the development team is aware of.

5. Existing roads and bridges, including a description of widths, grade percentages and weight limits.

The lot is bordered on its eastern boundary by State Route 55. There will be a drive entrance to a new parking lot approximately 200 feet off State Route 55. As part of a development agreement with the county, this road will be paved along the full length of our southern boundary. The development team is not aware of any weight limits.

6. Location of existing structures and an estimate of the proposed density, types and sizes of planned structures.

There are no existing structures on the lot. We are proposing 1 building containing eight (8) storage units. The building in its totality is approximately 137'x40'. We will also be constructing two (2) "Live/Work" buildings each building containing two (2) grade level offices and two (2) apartments above. Each "Live/Work" building is approximately 65'x35'

7. Infrastructure that may affect wildland fire risk (i.e., existing power lines, railroad lines, propane tanks, etc.).

The only infrastructure with potential to contribute to wildland fire risk are existing power lines that run along the western and northern boundary of the lot.

8. Description of existing features that may assist in controlling a wildfire (i.e., fuel breaks, water sources, etc.).

There are natural fire breaks along State Route 55 on the western edge of the property and Pleasant Acres Drive on the southern edge. Additionally, the proximity to State Route 55 will allow for fast and convenient access for firefighting personnel and equipment.

9. Current structural and wildland fire jurisdictional agencies.

McCall Fire Protection District

10. Effect of proposed development on current wildland fire risk within the development area and to adjacent landowners.

The development does not introduce any factors that significantly increases the risk of wildland fire above and beyond the risk factors already associated with the character and location of this lot. It does introduce the possibility of structure fire that did not exist before. Structure fire risk is mitigated by fire protection strategies in accordance with local building codes.

b. Wildfire Risk Mitigation

This portion of the plan includes a map(s) and narrative detailing planned wildfire hazard mitigation actions to be taken by the developer prior to individual lot development to mitigate risks to life and property from wildland fire. Specific items to be addressed include:

1. Access - planned ingress and egress routes.

Access will be a drive approximately 200' off State Route 50.

2. Water supply for structural and wildland fire response.

There will be a 30,000-gallon underground fire water tank buried adjacent to the entrance to the site and fed by an on-site well.

- 3. Estimated response time and distances for jurisdictional fire agencies.
 - < 30 minutes
- 4. Planned internal fire protection systems and/or equipment, including buried tanks, wells, hydrants, drylines, etc., along with protective measures for systems and/or equipment.

There will be a 30,000-gallon underground fire water tank buried adjacent to the entrance to the site and fed by an on-site well. This tank will tie to internal sprinkler systems within the "Live/Work" buildings.

5. Proposed infrastructure, including bridge standards, road widths, grades, signage, aboveground/belowground power lines, etc.

Road widths will be 25' (+-) from State Route 55 to site parking lot, with grades between 2% to 4%. Power lines to be buried on site

6. Safety zone locations.

State route 55 and the Silvercreek Supply parking lot across from State Route 55 could function as safe zones for wildland fire occurring on the site.

7. Planned live and dead fuel treatment actions, including modification through thinning, pruning, piling, chipping, and fuel break construction; and removal through commercial harvest, chipping and hauling or prescribed burning.

None planned, grassy site.

8. Long term maintenance schedule to sustain fuel treatment effectiveness.

None planned, grassy site.

9. Analysis of the overall change in wildland fire risk within the development and to adjacent landowners once the planned mitigation actions are implemented.

No significant change in wildland fire risk. Structure fire risk will increase but mitigated by on site fire protection strategies required by local building codes.

3. Submittal, Implementation and Verification

- a. The plan shall be submitted with the preliminary plat application to the Valley County planning and zoning office.
- b. Planned mitigation work must be completed or financially guaranteed prior to the recordation of the final plat. A schedule for the phased completion of mitigation work may be approved in conjunction with recordation of final plats.
- c. Verification of completed implementation of mitigation actions will be the responsibility of the jurisdictional structural fire district. Where no structural fire district exists, the Valley County sheriff shall appoint a county representative.

4. Exceptions

Proposed administrative plats of less than five (5) lots and proposed subdivisions with lands less than twenty percent (20%) "forested" (see definition in section 10-7-2 of this chapter) are exempt from the professional requirement. For proposed subdivisions fitting these descriptions, the developer may complete the plan (see the fire protection form). The plan for an administrative plat can be approved by the administrator upon receiving an approval letter from the fire district.

5. Cost

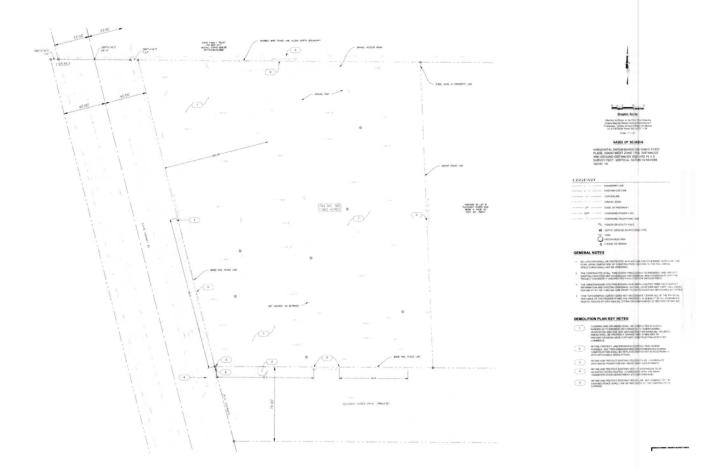
The cost and implementation of the plan preparation shall be the responsibility of the applicant.

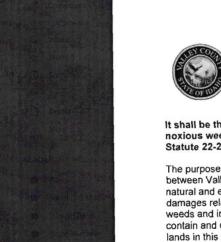
6. Plan Retention

The approved plan shall be retained at the Valley County planning and zoning office and the jurisdictional fire district or designated agency where no fire district exists. (Ord. 10-07, 8-26-2010)

Use additional pages as necessary. If you have map already constructed, it may be used instead.

Map N





VALLEY COUNTY WEED CONTROL AGREEMENT

It shall be the duty and responsibility of all landowners to control noxious weeds on their land and property, in accordance with Idaho Statute 22-2407.

The purpose of this agreement is to establish a cooperative relationship between Valley County and the undersigned Cooperator to protect the natural and economic values in the Upper Payette River watershed from damages related to the invasion and expansion of infestations of noxious weeds and invasive plants. This is a cooperative effort to prevent, eradicate, contain and control noxious weeds and invasive plants on public and private lands in this area. Factors related to the spread of weeds are not related to ownership nor controllable at agency boundaries. This agreement formalizes the cooperative strategy for management of these weeds addressed in Valley County's Integrated Weed Management Plan.

In this continuing effort to control Noxious Weeds, Valley County Weed Control will consult with the undersigned Cooperator and outline weed identification techniques, present optional control methods and recommend proper land management practices.

The undersigned Cooperator acknowledges that he/she is aware of any potential or real noxious weed problems on his/her private property and agrees to control said weeds in a timely manner using proper land management principles.

Valley County Weed Department can be contacted at 208-382-7199.

By: 2 North they

By: Valley County Weed Supervisor

Parcelld RP0012500007A0	OwnerNameLabelFormat Draper Developments LLC	SiteAddr	SiteCity	SiteState	SiteZIP	OwnerAddr	OwnerCityNm	OwnerState	OwnerZIP
				ID	83638	8068 W Woodlark St	Boise	ID	83709
RP0012500007B0	Draper Development LLC	5 Pleasant Acres Dr	McCall	ID	83638	8068 W Woodlark St	Boise	ID	83709
RP0012500007C0	Ginger Ford	9 Pleasant Acres Dr	McCall	ID	83638	9 Pleasant Acres Dr	McCall	ID	83638
RP00204000008A	Regee & Krista Rauch	8 Pleasant Acres Dr	McCall	ID	83638	8 Pleasant Acres Dr	McCall	ID	83638
RP007520000030	Idaho Pathfinder LLC			ID	83638	PO Box 191	Donnelly	ID	83615
RP007520000040	Lake Fork 55 LLC			ID	83638	4688 N Arrow Villa Way	Boise	ID	83703
RP17N03E033785	Casey & Kara Jeffus	13911 Highway 55	McCall	ID	83638	13911 State Hiway 55	McCall	ID	83638
RP17N03E033980	Gans Family Trust			ID	83638	PO Box 217	McCall	ID	83638
RP17N03E033992	Karen Gantz			ID	83638	3715 Yorktown Way	Boise	ID	83706
RP17N03E034001	Jack & Karen Gantz			ID	83638	3715 Yorktown Way	Boise	ID	83706
RP17N03E047204	David & Michelle Butler	13889 Highway 55	McCall	ID	83638	13889 State Highway 55	McCall	ID	83638



State of daho Department of Water Resources



WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

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Form 238-7 6/07

Describe control device

65

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

JUN 0 2 2025

WATER RESOURCES WESTERN REGION

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	material					lbs or It') Pla			ocedure	8	158		Brown Clay		X
	nt Grou	-		40		7 ft³ Gro				8	170		Packed Sand	X	
3/4 B	entonit	∍ 0	丄	8	200	lbs Har	d Po	ur		8	181		Brown Clay		X
8. CASI	NG/LIN	ER:								8 8	215		Medium Sand Brown Clav	X	
Diameter (nominal)	From (ft)	To (ft)	Gaug Schedi	e/ ule	Mate	rtal Casin	J Liner	Threaded	l Welded	8	229		Medium Sand	X	X
6	+2	18		0 S1	teel				\boxtimes	8	230		Blue Clay	 ^	X
4.5	18	260	Sdr	17 P	VC.		\times	\times		8	273		Medium Sand	X	 ^ -
1.0	-10	200	Ou.							8	274	-	Blue Clay	+~	X
				+						8	283		Medium Sand	X	^
										8	285		Blue Clay		X
Was driv	e shoe u	sed? 📮	Y	N S	Shoe De	epth(s) Casi	ng-P\	/C Ad	apter	8	290		Coarse Sand	X	
9. PERF	ORATI	ONS/SC	REE	NS:						8	297	308	Blue Sticky Clay		Х
Perforation	ons 🔲	Y 🗷 N	Met	hod											
Manufact	ured sci	een 🔀	ΥC	N Tv	_{pe} PV	С									
Method o										-					
		1	_	-	Diameter		T .								
From (ft)	To (ft)	Slot size		errit (nominal)	Material		uge or So	hedule	Comple	ted Dept	h (Measi	_{urable):} 300 ft		
260	300	.20	40	ft	4.5	PVC	Sdi	-17		Date S	_{larted:} 5-	31-20	24 Date Completed: 6-10-2024		
										1.00-101-101-101-101-101-101-101-101-101			TIFICATION:		
										I/We co	ertify that	t all mini	imum well construction standards were complic	ed with	at
Length of	Headpi	pe			Lengt	n of Tailpipe				the tim	e the rig	was ren	noved.		
Packer [_					Compa	ny Nam	_e 208 I	Drilling LLC Co. No. 73	4	
10.FILTE											•		1. 0 Md	119.	941
			(6)	T- 10	» I o		-		44 1	*Princi	pal Drille		Date 6	10 1	1
	Material	From	``	To (fi		antity (lbs or ft ³)		cement m		*Driller			Date		
8x12	Silica	24	10	305	19	50 lbs	Hand	Pour	•						
										Opera	nor II		Date		
11. FLO	VING A	RTESIA	W:							Operat	or I		Date		
Flowing A	utesian?	Y	×и	Artesi	ian Pres	ssure (PSIG)				* Signa	ature of	Principa	al Driller and rig operator are required.		

65

Form 238-7

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S DEPORT

8	4445	59		
Inspect	Office I	Use O	nly	
Г wp	Rge		Sec	
	1/4	1/4		1/4

3/95-C96 WELL DRILL	ER'S	REP	ORT	[1	wpkge	Sec_	
TAGH D0047307) ,		_1/4	_1/4
1. DRILLING PERMIT NO. 0 -0 -4 -7307 -	11.	WELL	TES	TS:	.at: : :	Long: :	
Other IDWR No.			ump		Air Flo	wing Artesia	an
2. OWNER:				awdown Pu	imping Level	Time	
Name David Johnson	30GP	<u>M</u>	10ft	376	t	2hours	
Address P.O. Box 972	-		+				
City Nampa State ID Zip 83686	137 4		745		1		
3. LOCATION OF WELL by legal description:	Wate	r Temp	. <u>34De</u>	gF E	sottom hole temp)	-
Sketch map location must agree with written location	wate	T Quan	ly test o	or comments:	Cast Water Force	1.00	
N	10.1	- TOUTE	TAC		irst Water Enco		
	12.	LITHO	DLOG	IC LOG: (Desc	ribe repairs or	abandonme	ent)
Twp. 16 North Or South	Was						
w Rge. 3 East ⊠ or West □	Bore	From	To	Damania ithala	gy, Water Quality	. e Trans	1/2 27
Sec. 3 1/4 NW 1/4 SW 1/4 10 acres 160 acres	Dia	Hon	10	Remarks: Citippo	egy, water Quanty	or remp.	YN
10 acres 40 acres 160 acres	10"	0	3	Sandy Top Soil			
Gov't lotCounty Valley	"	3	20	Coarse Sand			X
s Gov riot County valley	6"	20	27	Coarse Sand			XI
Lat:: Long::	"	27	36	Gray Clay			
Address of Well Site 12360 Rainbow Dr.	**	36	55	Coarse Sand			
City Donnelly (Give at least name of road + Distance to Road or Landmark)	"	55	60	Gray Clay			
	"	60	75	Coarse Sand an	d Gravel		
Lt. 40 Blk. Sub. Name Coho Estates					-		-
0000 200000	-						
4. USE:							-
Domestic Municipal Monitor Irrigation							
Thermal Injection Other							
5. TYPE OF WORK check all that apply (Replacement etc.)							
New Well Modify Abandonment Other							
6. DRILL METHOD							
☐ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other							
7. SEALING PROCEDURES							†ii
SEAL/FILTER PACK AMOUNT METHOD Material From To Sacks or							<u> </u>
Pounds							╌╁╌╌
Bentonite 0 20 550Lbs Dry Pour				RECE	134-		╌├──╎──
				RECE	IVED -		
The second secon		-		SEP 2	6 2006		
Was drive shoe used? X Y N Shoe Depth(s) 60ft	-	1					-
Was drive shoe seal tested? Y N How?	-			WATER RES WESTERN	SOURCES		
8. CASING/LINER:				TOTENIA	HEGION		
Diameter From To Gauge Material Casing Liner Welded Threaded 6" +2 60 .250 Stee □ □ □ □							
6" +2 60 .250 Stee							
Length of Headpipe Length of Tailpipe							
9. PERFORATIONS/SCREENS	Con	npleted	Depth	n; 75	(Me	easurable)	
Perforations Method		: Started				eted 9-18-06	
Screen Screen Type pvc				CERTIFICAT			Title period
				minimum well c		darde were	
From To Slot Size Number Diameter Material Casing Liner				e time the rig was		ands were	
55 75 .020 4.5" PVC	P			und ing was			
	Firm	Name (COONS	SE WELL DRILL	ING	Firm No	409
				01	7/	1 22411 140	107
10 CTATIC WATER I EXIDI OR ADDRESS	Firm	Officia		Jan 8	Donne	Date 9-2	5_06
10. STATIC WATER LEVEL OR ARTESIAN				XYYY	many)	7 Daic 3-	J-00
PRESSURE:	Sune	rvisor o	r Oner	ator (// 1/2//	01	Data 0.1	5 06
6ft. below ground Artesian Pressure 1b	Supe			(Sign once if Firm C	Micial & Operator	Date <u>9-2</u>	67-00
Depth flow encountered ft. Describe access port or control)	- Operator	,	
devices:	Date:	9/25/200	6 Time:	:8:13:00 AM			

Form 238-7 Rev 7/12/23

IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

1. WELL TAG NO. D 104564 OU 3 TV Drilling Permit No.																		
											first wat	er enco	untered (ft)	Sta	atic water	level (ft)	49	
										Water	temp. (0	F)		Bottom hole	e temp. (°	F)		
2. OW	NER: C	olton [Orape	r									Well Cap					
Name										Well to					Test m	ethod:		
Addres	ss POI	30x 73	82								lown (feet) Dis	scharge or eld (gpm)	Test duration	Pump		Air	Flowing
City B	oise				State	ID	Zip 8	3707				¥	23	(minutes) 60				artesiar
3.WEL	L LOCA																	
Two. 1	7 No	orth 🔳	or s	South 🗖	R	ge. <u>3</u>	Fast [or I	West [Water	quality t	est or c	omments: _					
Sec 03	3		SE	1/4	NW	1/4		_ 01	**C3(🗀		HOLOG	IC LO	and/or re	epairs or aban	donmen	t:		
					160 acre	es 177				Bore Dia.	From	To	Remark	s, lithology or des	cription of	repairs or	-	Water
Gov't Lo	ot		County	y Valley				_		(in)	(ft)	(ft)		abandonment, w			Y	-
Lat. 44		0	50.4	441'N		(0	eg and	Decimal n	inutes)	10	0	4		Top S				X
Long. 1	16	0	4.848	32'W		(0	eg and	Decimal n	ninutes)	10	4	11	Danum	Brown Sa		- 0014	+	X
Address	of Well	Site 13	3901	Sky View	√ Ct					10	23	38	Brown	n Sands & Gr Brown Sand			X	X
				Landmark)						6	38	70	Bro	wn Sandy Cla			X	
Give at least	rame of mac	• Distance	o Road or	Landmark)	Lako	Fork De	·olonr	mont I	1.0	6	70	80	1 5.0	Brown Sa		3(14)	X	-
		lk	Su	ib. Name _	Lake	FOIR DE	relopi	nem, L	LU					Diomi. O	arido		+^	
4. USE:	estic [] Munici	pal [☐ Monilor		Irrigation (] The	rmal [] Injection								#	1
Othe																	+	-
5. TYPE			coman	twell F	Mod	dify existing	المس										1	+
Aban	donmeni		ther_	ıt well	I MOC	Jily Existing	WEII								***************************************			
6. DRIL														****				
			Rotar	y 🔲 Ca	ble	Other_												
7. SEAL													REC	EIVE	<u>D</u>			
	material			o (tt) Quan				method/pr										
Ber	ntonite)	38	1100	0	pull ba	ack & p	our				በቦን	2 2 2024				-
													001	* 2 ZUZ7				-
8. CASI	T	T	1 0	-, -						-		1	MATER	RESOURC	EC		+	+
Diameter (nominal)		To (ft)	Gaug Sched		/lateria	l Casir	g Liner	Threaded	Welded			4		RN REGIO			+-	+-
6"	+2	63"	.25	0	SS				V								+-	+
																	_	+
						\neg											1	1
	-		-															
			<u> </u>	_			ч		ш									
				N Shoe	e Dep	oth(s) 03												
9. PERF	ORATI	ONS/S	CREE	NS:														
Perforati																		
Manufac	tured sc	reen 🔳	Y	N Type	Wire	wrapped	stain	less ste	eel								-	-
				d casing													-	+
From (It)	To (ft)	Slot size	Num:	ber/ft Diame		Material	G	auge or So	chedule	Complet	ed Denti	h (Meas	urable]: 73				<u> </u>	
63	73	16		5*	_	SS		.250	0	Date Sta					9	1331303	1	
							1							Date Com	pleted: O	23/202	.4	
					\dashv		+						FIFICATIO	N: construction star	adarde wa	so comp	liad with	2 51
Length o	f Heado	ine 7'		1	nath	of Tailpipe	0,			the time	the rig	was ren	noved.	onstruction star	iuaius we	ire comp	ilea witi	ıaı
				ip K Pac		or ranpipe				Compa	ny Name	Dia V	Vell Idaho	LLC	-	o. No. 6	82	
			e 0 -	ip it i do	101									, ceo		-		
10.FILTI			- 11:		_	et	T -			*Princip	al Drille		ty Villines		D	ate 8/2	8/2024	1
Filter	r Material	Fro	m (fl)	To (ft)	Quan	tily (lbs or ft ³)	Pla	acement m	nethod	*Driller						ate		
		-					-			*Operat	-	seob McC	utchen			ate 8/2		
11. FLO	WING A	ARTESI	AN:							*Operal	-							
				Artesian F	Press	ure (PSIG)		***************************************		Other	7.6					ate ate 8/26		District No. Anderson
Describe	control	device_									-							
										Other					D	ate		

^{*} Signature of Principal Driller and rig operator are required.

Permit - Subsurface Sewage Disposal Central District Health 707 N. Armstrong Place 1661970 File # Boise, ID 83704 (208) 327-7499 Public Health Idaho Public Health Districts Phone # 208-283-2471 Micheal Jobes, Chrysalis Architecture Owner's Name Property Address 4 Pleasant Acres Drive -McCall, ID 83638 Township: Range: 1/4 1/4 Section. Legal Description Lot Block Subdivision. 1536 Pleasant Acres Installation Type Type of System (check all that apply) Water Supply Pressurized DF Gravelless Drainfield New System Absorption Bed Expansion Capping Fill Gray Water Sump Recirculating GF Private Water Central System Gray Water System **RV** Dump Station Repair Sand Mound Tank Only Composting Toilet Holding Tank Seepage Pit Drip Distribution Incinerator Toilet **ETPS** Steep Slope Drainfield ☐ ETPS ☐ Experimental ☐ Extra Drainrock ☐ Individual Lagoon □ Well ■ Basic System Intermittent SF Two Cell Lagoon ☐ Spring Complex System Intrench SF Vault Privy LSAS Other (see below) Evapotranspiration Gravel Drainfield Evapotranspiration Pit Privy Condition of Approval: Minimum separation distance from drainfield. 5 feet from property line & 6 feet from drainfield trench & 10 feet from foundation & 25 feet from waterline Orient system East to West near test hole # 1. Access Clay Loam soils at 18 inches below original grade and install. Dimensions: 2(6FT x 78FT) Capping Fill. Max depth of system below ground: 18 inches, Excavation depth: 18 inches. Distribution box recommended. Minimum 100 feet separation from drainfield and future replacement area and 50 feet separation from septic tank to all wells is required. If unable to gravity flow, a minimum 560-gallon pump chamber will be required. If a pump chamber is required, then State Electrical Inspector must inspect all electrical work, and system must be installed by a Complex Licensed Installer. Due to ground water depth, maximum depth of tank lid is 18 inches. Must leave room for replacement drainfield. REQUEST FOR INSPECTION must be confirmed with the Environmental Health Division. Bedrooms Bedrooms ONE INSPECTION by Central 80 Gallons Per Day Non Residential District Health is Soil Type (USDA) required prior to final cover or use. C-1 The minimum septic tank capacity is 1160 Gallons The minimum effective drainfield absorption area is 934 Square Feet The drainfield can be no closer to permanent/intermittent surface water than: Note: Final approval of this permit requires inspection of the uncovered system. This permit expires if the system is not constructed as approved within one year from the date issued. Once the system is constructed and approved by the Health District, all requirements of the approved plans and specifications, permit and permit application (including operations, maintenance, monitoring, and reporting) are applicable indefinitely and convey through transfer of property ownership unless the system is abandoned, removed, replaced or the permit is renewed. A permit may be renewed if the permit application is received on or before the expiration date of the previous permit. Prior to a transfer of property, the transferor must inform the transferee of all applicable requirements of the permit and application. Falure to satisfy the permit or application requirements may result in enforcement action.

REHS Signature / REHS #

40117 Brandon Harris

Approval Date

Expiration Date

LD003WD Revision Date: 9/25/20 EMC

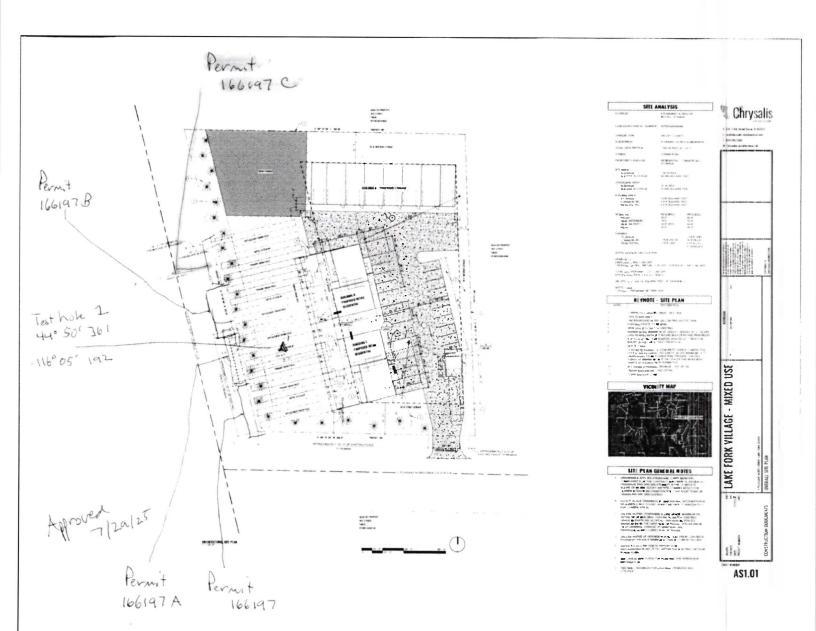
APPLICATION - Subsurface Sewage Disposal Permit Fee 439 Date 8/4/25 Central District Health Valley County Receipt #74488 File # 166/97 C 703 14 Street Public Health McCall ID 83638 (Official Use Only) Idaho Public Health Districts 208-634-7194 Property Address (If Available): Sirce 14 165 LOT 8 PLEASANT ACRES DR (4 Pleasant Acre Dr.) Veres 1.56 County Parcel # RP00204000008B City: MCCALL /in 83638 20 Inside County County Name VALLEY Property is Located: | Inside City NW · Section 3 Township: 17N Legal Description. SW : Range: 3E Subdivision: Lat Block Directions (nearest crossroad): PROPERTY IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 55 AND PLEASANT ACRES DRIVE IN LAKE FORK I mail IW@CHRYSALIS-ARCHITECTURE.COM Applicant's Name: CHRYSALIS ARCHITECTURE Mailing Address 134 S 5TH ST Phone =: 206.283.2471 City: BOISE Nate IDAHO /17 Lode 83642 Applicant is Buyer Contractor I Installer Owner Realtor 🔞 ARCHITECT I mail Office @ Z North Homes. com Owner's Name. MICHEAL JOBES. office 2 north homes Phone = 208.869.5550 2 North homes Mailing Address City MICHEAL@! Type of Septic Installation | \(\Omega \) New | | Upgrade I plangement | | Replacement | | Lank Only | | Vault Privy Proposed Usage: 🖸 Residential - 🗋 Accessory Dwelling Unit - 📋 Other with plainbring fram, stop, etc.) - 💆 Non-Residential Central (more than two dwellings) Large Soil Absorption (2.500 gal day or ten or more dwellings) Is there an existing structure on this parcel? Yes: OR (So) - Type of Structure Year Built MIXED USE RESIDENTIAL & COMMERCIAL COMMERCIAL Number of Bedrooms: (Residence) 8 and or Occasion Dwelling Units Number of Bathrooms, 16 COMMERCIAL COMMERCIAL Number of People, MAX 48 Square Footage 4,000 RV Connection Yes OR (So) Foundation Type: | Basement | | Crawl Space | | Split Level | | Slab City sewer or central wasterwater collection system 200 feet or less to structure. Yes: OR (5) Water Supply 22 Private Well Shared Well Public Water Other

By my signature above, I certify that all answers and statements on this application are true and complete to the best of my knowledge. I understand that should evaluation disclose untruthful or misleading answers, my application may be rejected or my permit canceled. Lacept the responsibility to notify the Health District of any changes to the above information if performed prior to completion of the permitted system. Thearby authorize the Health District to have access to this properly for the purpose of conducting a site-evaluation. Linderstand that this application and the subsequent permit is non-transferable between property owners and or project sites. Linderstand that the application will expite two (2) years from date of purchase. The permit application may be renewed if the renewal is applied for on or before the expiration date.

Date 10.24.24

Revenue Pare 7/22 his

Signature:



Permit - Subsurface Sewage Disposal Central District Health 166197B 707 N. Armstrong Place File # Boise, ID 83704 Public Health (208) 327-7499 Idaho Public Health Districts Phone # 208-283-2471 Micheal Jobes, Chrysalis Architecture Owner's Name Property Address 4 Pleasant Acres Drive McCall, ID 83638 Section Township: Range 1/4 Legal Description 1/4 Lot: 8 Block 1536 Pleasant Aeres Subdivision: Type of System (check all that apply) Water Supply Installation Type Pressurized DF Gravelless Drainfield New System ☐ Absorption Bed Recirculating GF Gray Water Sump Expansion Capping Fill Private Water Gray Water System **RV Dump Station** Repair Central System Tank Only Holding Tank Sand Mound Composting Toilet Seepage Pit **Drip Distribution** Incinerator Toilet ETPS Steep Slope Drainfield ☐ Individual Lagoon X Well ■ Basic System Intermittent SF Experimental Two Cell Lagoon Intrench SF ☐ Spring Complex System Extra Drainrock Vault Privy LSAS Other (see below) Evapotranspiration Pit Privy Gravel Drainfield Condition of Approval: Minimum separation distance from drainfield: 5 feet from property line & 6 feet from drainfield trench & 10 feet from foundation & 25 feet from waterline Orient system East to West near test hole # 1. Access Clay Loam soils at 18 inches below original grade and install. Dimensions: 2(6FT x 78FT) Capping Fill. Max depth of system below ground: 18 inches, Excavation depth: 18 inches. Distribution box recommended. Minimum 100 feet separation from drainfield and future replacement area and 50 feet separation from septic tank to all wells is required. If unable to gravity flow, a minimum 560-gallon pump chamber will be required, If a pump chamber is required, then State Electrical Inspector must inspect all electrical work, and system must be installed by a Complex Licensed Installer. Due to ground water depth, maximum depth of tank lid is 18 inches. Must leave room for replacement drainfield REQUEST FOR INSPECTION must be confirmed with the Environmental Health Division Bedrooms Bedrooms ONE INSPECTION by Central 80 Gallons Per Day District Health is Non Residential required prior to final cover or use. Soil Type (USDA): C-1 1160 The minimum septic tank capacity is Gallons Square Feet The minimum effective drainfield absorption area is 934 The drainfield can be no closer to permanent/intermittent surface water than Feet Note: Final approval of this permit requires inspection of the uncovered system. This permit expires if the system is not constructed as approved within one year from the date issued. Once the system is constructed and approved by the Health District, all requirements of the approved plans and specifications, permit and permit application (including operations, maintenance, monitoring, and reporting) are applicable indefinitely and convey through transfer of property ownership unless the system is abandoned, removed, replaced or the permit is renewed. A permit may be renewed if the permit application is received on or before the expiration date of the previous permit. Prior to a transfer of property, the transferor must inform the transferee of all applicable requirements of the permit and application. Falure to satisfy the permit or application requirements may result in enforcement action.

REHS Signature / REHS #

Approval Date

Expiration Date

LD003WD Revision Date: 9/25/20 EMC

APPLICATION - Subsurface Sewage Disposal Permit Fee 439 Date , 8-4-25 Central District Health Vailey County Receipt #74487 File # 166/97B 703 1° Street **Public Health** McCall ID 83638 (Official Use Only) Idaho Public Health Districts 208-634-7194 Property Address (II Available): Street 1465 LOT 8 PLEASANT ACRES DR (4 Pleasant Acre Dr.) Veres 1.56 County Parcel # RP00204000008B City: MCCALL /ip: 83638 2 Inside County County Name VALLEY Property is Located. I Inside City Section 3 Township: 17N Legal Description. NW . SW . Range: 3E Subdivision: Lat Block Directions (nearest crossroad): PROPERTY IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 55 AND PLEASANT ACRES DRIVE IN LAKE FORK Timul rw@CHRYSALIS APCHITECTURE.COM Applicant's Name: CHRYSALIS ARCHITECTURE Mailing Address 134 S 5TH ST Phone = 208.283.2471 City: BOISE Nate IDAHO /ip tode 83642 Applicant is Buyer Contractor Installer Owner Realtor ARCHITECT I mail Office @ Z North Homes.com Owner's Name: MICHEAL JOBES office 2 north homes Phone # 208.869.5550 2 North homes Mailing Address: City: MICHEAL@! Proposed Usage: 🗵 Residential - 🗌 Accessory Dwelling Unit - 📋 Other with plumbing thate; Jiop, etc.) - 🔞 Non-Residential ☐ Central (more than two dwellings) D Large Soil Absorptions (2.500 gal day or ten or more dwellings). Is there an existing structure on this parcel? Yes: OR (No) - Type of Structure Year Built MIXED USE RESIDENTIAL & COMMERCIAL COMMERCIAL Number of Bedrooms (Residence) 8 and or Occessors Dwelling Unit) Number of Bathrooms 16 COMMERCIAL COMMERCIAL Number of People MAX 48 Square Footage 4,000 RV Connection Yes OR (50) Foundation Type Basement Crawl Space Split Level Stab City sewer or central wasterwater collection system 200 feet or less to structure. Yes OR 🚳 Date 10.24.24 Signature:

By my signature above, Ecertify that all answers and statements on this application are true and complete to the best of my knowledge. I understand that should evaluation disclose untruthful or misleading answers, niv application may be rejected, or my permit canceled. I accept the responsibility to notify the Health District of any changes to the above information if performed prior to completion of the permitted system. I hearby authorize the Health District to have access to this property for the purpose of conducting a site-evaluation. I inderstand that this application and the subsequent permit is non-transferable between property owners and or project sites. I understand that the application will expire two (2) years from date of purchase. The permit application may be renewed if the renewal is applied for on or before the expiration date.

Revision Date: 7/22 his

PROGRAM ACTIVITY TIME LOG SHEET



Public Health Prevent Promote Protect. Idaho Public Health Districts Central District Health 707 N. Armstrong Place Boise, ID 83704 (208) 327-7499

File # 16	6197B



Owner's Name:

Micheal Jobes, Chrysalis Architecture

Property Address:

4 Pleasant Acres Drive McCall, ID 83638 Phone # 208-283-2471

Legal Description	1/4	1/4	Section:	Township:	Range:
Subdivision:	1526 Diagrant Agra	c	Lot: 8	Block:	Size(norge) 1.56

Su	bdivision: 153	66 Pleasant Acres			Lot: 8 Block: Size(acres) 1.56
ACT	EHS	DATE	TT	IT	NOTES
20	119	8-4-25		15	App/Fee /No Research needed per inspector research same as original application#166197
					per inspector research same as
					original application#166197
	-	1 2 25 2 5			
70	119	8-5-25		10	Emailed permit to owner & Applican
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Permit - Subsurface Sewage Disposal Central District Health 166197A 707 N. Armstrong Place File # Boise, ID 83704 Public Health (208) 327-7499 Idaho Public Health Districts Phone # 208-283-2471 Micheal Jobes, Chrysalis Architecture Owner's Name. Property Address 4 Pleasant Acres Drive McCall, ID 83638 Section Range 1/4 Township. 1/4 Legal Description Lot: 8 Block Subdivision: 1536 Pleasant Acres Installation Type Type of System (check all that apply) Water Supply Gravelless Drainfield Pressurized DF New System ■ Absorption Bed Expansion Capping Fill Gray Water Sump Recirculating GF Private Water Gray Water System **RV Dump Station** Central System Repair Tank Only Composting Toilet Holding Tank Sand Mound Seepage Pit **Drip Distribution** Incinerator Toilet FTPS Individual Lagoon Steep Slope Drainfield ☑ Well ■ Basic System ☐ Intermittent SF Experimental Two Cell Lagoon Complex System Vault Privy ☐ Spring Extra Drainrock Intrench SF Other (see below) ISAS ☐ Evapotranspiration ☑ Gravet Drainfield Evapotranspiration Pit Privy Condition of Approval: Minimum separation distance from drainfield: 5 feet from property line & 6 feet from drainfield trench & 10 feet from foundation & 25 feet from waterline. Orient system East to West near test hole # 1. Access Clay Loam soils at 18 inches below original grade and install. Dimensions: 2(6FT x 78FT) Capping Fill. Max depth of system below ground: 18 inches, Excavation depth: 18 inches. Distribution box recommended. Minimum 100 feet separation from drainfield and future replacement area and 50 feet separation from septic tank to all wells is required. If unable to gravity flow, a minimum 560-gallon pump chamber will be required. If a pump chamber is required, then State Electrical Inspector must inspect all electrical work, and system must be installed by a Complex Licensed Installer. Due to ground water depth, maximum depth of tank lid is 18 inches Must leave room for replacement drainfield. REQUEST FOR INSPECTION must be confirmed with the Environmental Health Division **Bedrooms** Bedrooms ONE INSPECTION by Central Gallons Per Day 80 Non Residential District Health is Soil Type (USDA) required prior to final cover or use. C-1 1160 The minimum septic tank capacity is Gallons The minimum effective drainfield absorption area is Square Feet 934 The drainfield can be no closer to permanent/intermittent surface water than: Feet Note: Final approval of this permit requires inspection of the uncovered system. This permit expires if the system is not constructed as approved within one year from the date issued. Once the system is constructed and approved by the Health District, all requirements of the approved plans and specifications, permit and permit application (including operations, maintenance, monitoring, and reporting) are applicable indefinitely and convey through transfer of property ownership unless the system is abandoned, removed, replaced or the permit is renewed. A permit may be renewed if the permit application is received on or before the expiration date of the previous permit. Prior to a transfer of property, the transferor must inform the transferee of all applicable requirements of the permit and application. Fature to satisfy the permit or application requirements may result in enforcement action.

40117 Brandon Harris

REHS Signature / REHS #

Approval Date : Expiration Date : LD003WD Revision Date : 9/25/20 EMC

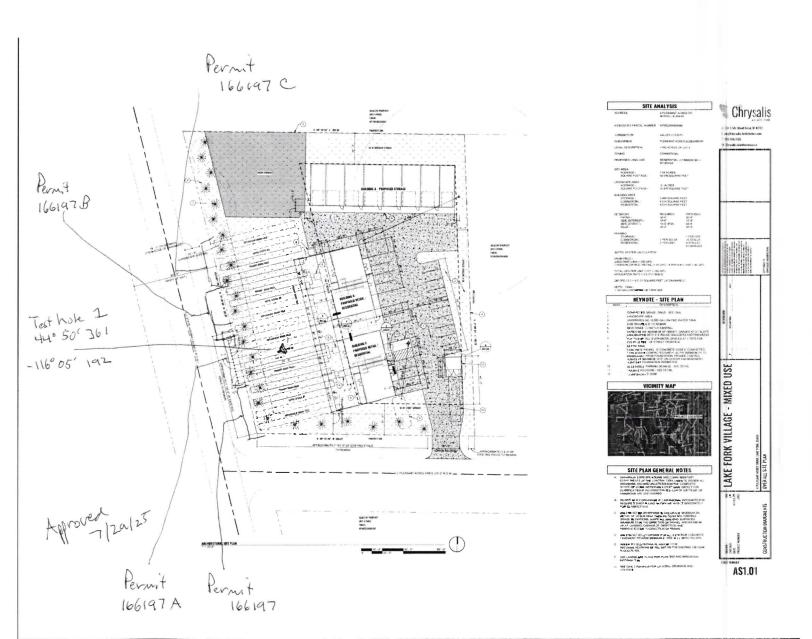
APPLICATION - Subsurface Sewage Disposal Permit Fee. 439 Date 7/31/25 Central District Health Valley County Receipt # 74486 File # 166 197 A 703 1st Street Public Health McCall, ID 83638 (Official Use Only) Idaho Public Health Districts 208-634-7194 Property Address (If Available): Sircet 14 65 LOT 8 PLEASANT ACRES DR (4 Pleasant Acre Dr.) Acres: 1.56 County Parcel #: RP00204000008B ____ Zip: 83638 City: MCCALL M Inside County County Name: VALLEY Property is Located: Inside City Legal Description: NW 1/4 SW . Section: 3 Township: 17N Range: 3E Subdivision: Pleasant Acres Block: Directions (nearest crossroad): PROPERTY IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 55 AND PLEASANT ACRES DRIVE IN LAKE FORK Applicant's Name: CHRYSALIS ARCHITECTURE Email: rw@CHRYSALIS-ARCHITECTURE.COM Mailing Address: 134 S 5TH ST _Phone #: 208.283.2471 State: IDAHO City: BOISE Zip Code: 83642 Applicant is: Buyer Contractor Installer Owner Realtor ARCHITECT Imail: Office @ 2 North Homes. com Owner's Name: MICHEAL JOBES 2 North homes office 2 north homes, Phone #: 208.869.5550 Mailing Address: Type of Septic Installation: 🔯 New 📋 Upgrade/Enlargement 📋 Replacement 📋 Lank Only 📋 Vault Privy Proposed Usage: 🖸 Residential 🔲 Accessory Dwelling Unit 🔲 Other with plumbing (barn, shop, etc.) – 🔯 Non-Residential ☐ Central (**more** than two dwellings) ☐ Large Soil Absorption (2.500 gal day or ten or more dwellings) Is there an existing structure on this parcel? Yes OR (No) I yee of Structure: Year Built: MIXED USE RESIDENTIAL & COMMERCIAL COMMERCIAL Number of Bedrooms: (Residence) 8 and/or (Accessory Dwelling Unit) Number of Bathrooms: 16 COMMERCIAL COMMERCIAL Number of People: MAX 48 Square Footage: 4,000 RV Connection: Yes OR (No) Foundation Type: Basement Crawl Space Split Level Slab City sewer or central wasterwater collection system 200 feet or less to structure? Yes OR (No) Water Supply: 🔯 Private Well 🗆 Shared Well 🗀 Public Water 🗀 Other:

By my signature above, I certify that all answers and statements on this application are true and complete to the best of my knowledge. I understand that should evaluation disclose untruthful or misleading answers, my application may be rejected, or my permit canceled. I accept the responsibility to notify the Health District of any changes to the above information if performed prior to completion of the permitted system. I hearby authorize the Health District to have access to this property for the purpose of conducting a site-evaluation. I understand that this application and the subsequent permit is non-transferable between property owners and or project sites. I understand that the application will expire two (2) years from date of purchase. The permit application may be renewed if the renewal is applied for on or before the expiration date.

Date: 10.24.24

Revision Date: 7/22 bk

Signature: _



PROGRAM ACTIVITY TIME LOG SHEET



Central District Health 707 N. Armstrong Place Boise, ID 83704 (208) 327-7499

File #	166197A
FIIC #	10017/7



Idaho Public Health Districts

Owner's Name: Property Address:

Micheal Jobes, Chrysalis Architecture

4 Pleasant Acres Drive

Phone # 208-283-2471

		McCall, ID 83638					
egal Des	cription	1/4		1/4	Section:	Township:	Range:
Sub	division: 153	66 Pleasant Acres			Lot: 8	Block:	Size(acres) 1.56
ACT	EHS	DATE	TT	IT		NOTES	
20	119	8-4-25		15	Application/inspector info same as of 4 Identica	Fee No 105	earch per
					same as of	iginal Fil	le.
	ļ				4 Identica	1 permit	<u>S </u>
20	119	8.5-25		15	Emailed a	ermit to	012200 E
ω	111	0 0 0		/ -	Gmailed p Applicant. See *16697	4 identers	l Permits
	<u> </u>				5-0 #166197		

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Permit - Subsurface Sewage Disposal Central District Health 707 N. Armstrong Place File # Boise, ID 83704 (208) 327-7499 Idaho Public Health Districts Micheal Jobes, Chrysalis Architecture Owner's Name Phone # 2088695550 Property Address: 4 Pleasant Acres Drive McCall, ID 83638 Legal Description 1/4 Section Township Range Subdivision: 1536 Pleasant Acres Lot: 8 Block Installation Type Type of System (check all that apply) Water Supply New System Absorption Bed Gravelless Drainfield Pressurized DF Gray Water Sump Expansion Capping Fill Recirculating GF Repair Private Water Central System Gray Water System **RV Dump Station** Tank Only Composting Toilet Holding Tank Sand Mound **Drip Distribution** Incinerator Toilet Seepage Pit ETPS Individual Lagoon Steep Slope Drainfield Basic System Well Experimental Intermittent SF Two Cell Lagoon Complex System Extra Drainrock Intrench SF Vault Privy ☐ Spring Evapotranspiration LSAS Other (see below) Gravel Drainfield Pit Privy Condition of Approval: Minimum separation distance from drainfield: 5 feet from property line & 6 feet from drainfield trench & 10 feet from foundation & 25 feet from waterline. Orient system East to West near test hole # 1. Access Clay Loam soils at 18 inches below original grade and install. Dimensions: 2(6FT x 78FT) Capping Fill. Max depth of system below ground: 18 inches, Excavation depth: 18 inches. Distribution box recommended. Minimum 100 feet separation from drainfield and future replacement area and 50 feet separation from septic tank to all wells is required. If unable to gravity flow, a minimum 560-gallon pump chamber will be required, if a pump chamber is required, then State Electrical Inspector must inspect all electrical work, and system must be installed by a Complex Licensed Installer. Due to ground water depth, maximum depth of tank lid is 18 inches. Must leave room for replacement drainfield. REQUEST FOR INSPECTION must be confirmed with the Environmental Health Division ONE INSPECTION by Central Bedrooms Bedrooms District Health is Non Residential: Gallons Per Day equired prior to final cover or us Soil Type (USDA) C-1 The minimum septic tank capacity is 1160 Gallons The minimum effective drainfield absorption area is 934 Square Feet The drainfield can be no closer to permanent/intermittent surface water than: Feet Note: Final approval of this permit requires inspection of the uncovered system. This permit expires if the system is not constructed as approved within one year from the date issued. Once the system is constructed and approved by the Health District, all requirements of the approved plans and specifications, permit and permit application (including operations, maintenance, monitoring, and reporting) are applicable indefinitely and convey through transfer of property ownership unless the system is abandoned, removed, replaced or the permit is renewed. A permit may be renewed if the permit application is received on or before the expiration date of the previous permit. Prior to a transfer of property, the transferor must inform the transferee of all applicable requirements of the permit and application. Falure to satisfy the permit or application requirements may result in enforcement action

REHS Signature / REHS #

40117 Brandon Harris

Approval Date:

Expiration Date:

LD003WD Revision Date: 9/25/20 EMC

APPLICATION - Subsurface Sewage Disposal



Central District Health Valley County 703 1st Street McCall, ID 83638

Permit Fee: 877 Date: 16/25/25 Receipt # 68642 File #: 166 197

(Official Use Only)

Idano Public Health Districts	208	3-634-7194	100700 177000 1 00-10 1 - 01.0-400 1 10 - 10 0 1 0 1 0 1 0 1 0 1 0 1 0 1	(Official Ose Offiy)	
Property Address (If Available): Street: 1765 LOT 8 PLEASANT A	•		e Dr.) v Parcel #: RP0020	Acres: <u>1.56</u> 4000008B	
Property is Located: Inside City		///			
Legal Description: NW 1/4	SW ¼	Section: 3	Township: 17N	Range: 3E	
Subdivision:			Lot:	Block:	
Directions (nearest crossroad): PROPI HIGHWAY 55 AND PLEASANT	ERTY IS LOCATE ACRES DRIVE II	D AT THE NORTHE N LAKE FORK	AST CORNER O	F THE INTERSECTION OF	
Applicant's Name: CHRYSALIS A	RCHITECTURE		Email: w@CHRYS	ALIS-ARCHITECTURE.COM	
Mailing Address: 134 S 5TH ST				_Phone #: 208.283.2471	
City: BOISE		State: <u> </u>	OHAC	_ Zip Code: <u>83642</u>	
Applicant is: ☐ Buyer ☐ Contracto	or 🗆 Installer 🗀	Owner 🗆 Realtor 🖾	ARCHITECT		
Owner's Name: MICHEAL JOBES Mailing Address: 2 Noth City: MICHEAL@!	nomes	officeznorth	homes Phone	@ZNorth Homes.co :: 208.869.5550 _ Zip Code:	
Type of Septic Installation: ☐ New ☐] Upgrade/Enlargeme	nt 🗆 Replacement 🗆	l Tank Only 🔲 Vaul	t Privy	
Proposed Usage: ☒ Residential ☐☐☐ Central (more than two dwellings)		Unit ☐ Other with plun sorption (2,500 gal/day	,		
Is there an existing structure on this pare	el? Yes OR No	Type of Structure:		Year Built:	_
MIXED USE RESIDENTIAL & CONTROL Number of Bedrooms: (Residence) 8 COMMERCIAL Number of People: MAX 48 Square	and/or (Acc	RCIAL	CO Nun V Connection: Yes		
Foundation Type: ☐ Basement ☐ C	rawl Space Spli	t Level - ⊠ Slab			
City sewer or central wasterwater collec	tion system 200 feet c	or less to structure? Yes	OR NO		
Water Supply: □ Private Well □ S	hared Well Pub	lic Water			
Signature: By my signature above, I certify that all a	nswers and statements	on this application are tr	Date: 10.	best of my knowledge. I understand	-
that should evaluation disclose untruthfu	ror misicading answe	is, my application may be	e rejected, or my perm	n canceled, i accept the responsibility	

to notify the Health District of any changes to the above information if performed prior to completion of the permitted system. I hearby authorize the Health District to have access to this property for the purpose of conducting a site-evaluation. I understand that this application and the subsequent permit is non-transferable between property owners and/or project sites. I understand that the application will expire two (2) years from date of purchase. The permit/application may be renewed if the renewal is applied for on or before the expiration date.

Revision Date: 7/22 bk

Permit 166097 C Permit 166197B Test hole 1 44° 50° 361 .11605' 192 Approved 1/20/25 Permit 166197 A



Michael Jobes <michael@2northhomes.com>

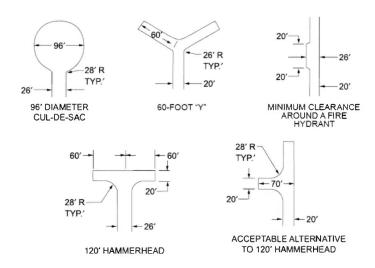


Lake Fork Village proposal, 4 Pleasant Acres Dr

Ryan Garber <ryan@mccalifire.com> To: Cynda Herrick <cherrick@co.valley.id.us> Cc: Richard Wilmot <rw@chrysalis-architecture.com>, Mike Bertrand <mike@mccallfire.com> Thu, Sep 4, 2025 at 2:22 PM

McCall fire has the following comments on this purposed project:

- In lieu of meeting the fire flow requirements in Appendix B of the 2018IFC (International Fire Code), a 30,000 gallon water storage tank for fire protection shall be installed in accordance with NFPA 22, inspected, and made operable prior to building construction (501.4, IFC2018)
- The mixed use building will be required to have a monitored automatic fire sprinkler system installed in accordance with Section 903 of the 2018IFC. System type to be determined by the Building Official and sprinkler plans approved by the ID State Fire Marshals
- · A KNOX box is required to be mounted on the buildings exterior (506.1, 2018IFC). Location approved by fire department.
- Fire extinguishers with a minimum rating of 2-A shall be located within 75 feet of travel distance throughout the business portion of the mixed use buildings and exterior on storage unit buildings, and 1-A fire extinguishers shall be installed in each dwelling unit (906, 2018IFC).
- Driveways will provide a minimum unobstructed width of 12 feet and a minimum unobstructed height of 13 feet 6 inches.
- Grade. The gradient for driveways cannot exceed 10 percent unless approved by the fire code official. (503,7.6)
- Any security gates shall be installed in accordance with UL325, have an SOS gate module installed for emergency means of operation (503.6), and meet the width standards according to Section D103.5.
- Surface. Driveways need to be designed and maintained to support the imposed loads of local responding fire apparatus and will be surfaced as to provide all weather driving capabilities. (503.7.8)
 - Driveways shall be capable of supporting a 70,000 lb vehicle.
- Driveways longer than 150 feet shall have a turn around the meets the requirements in IFC Appendix D (Table D103.4)



For SI: 1 foot = 304.8 mm

FIGURE D103.1
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

 $https://mail.google.com/mail/u/0/?ik=9493351d65 \\ \&view=pt \\ \&search=all \\ \&permmsgid=msg-f:1842366234042740742 \\ \&simpl=msg-f:1842366234042740742 \\ \&simpl=msg-f:184236623404274074 \\ \&simpl=msg-f:184236623404 \\ \&simpl=msg-f:18423664 \\ \&simpl=msg-f:18$

Thank you Ryan

Captain Ryan Garber Fire Prevention / Code Enforcement McCall Fire & EMS

201 Deinhard Lane McCall, ID 83638 www.mccallfire.com Office: (208) 634-4306 Cell: (208) 469-0135

Schedule a Short Term Rental Safety Inspection Schedule a Phone Call with Ryan Schedule a Firewise Safety Inspection



Sign up for Emergency Notifications



Keeping citizens informed.

Please click to sign up for CodeRED!

This message has been sent to you as official business of the McCall Fire Protection District. If you have a concern about the authenticity of this communication, including any attachments please contact the sender directly for confirmation, either by telephone or separate e-mail. Unencrypted e-mail is inherently insecure and should be treated with caution

Electronic Privacy Notice This e-mail, and any attachments, contains information that is or may be, covered by the Electronic Communications Privacy Act. 18 U.S.C. 2510-2521, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.



Book time to meet with me

LAKE IRRIGATION DISTRICT

PO Box 3126 McCall, ID 83638 Board Members: Art Troutner Justin Florence Will Maki



District Manager:
John Leedom Secretary:
Shirley Florence

August 28, 2025

Valley County Planning & Zoning c/o Cynda Herrick PO Box 1350 Cascade, ID 83611

RE: CUP 24-22 Lake Fork Village Mixed use

To whom it concerns:

A representative for Applicant CUP 24-22 met with the Lake Irrigation District board and discussed their project. This property is within the District boundaries and does have water assigned to it. There is no District ditch running through the property. The board did recommend that the developer utilize the water assigned to the parcel to irrigate their landscape areas. They agreed to look into it. The board informed the representative that they should check the neighboring property as there has been a runoff issue from there.

Lake Irrigation District has no other issues with this at this time.

For questions, feel free to call.

Regards,

Shirley Florence Secretary Lake Irrigation District

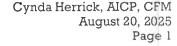
Irrigation Plan (Idaho Code 31-3805)

This land: x

Has water rights available to it Is dry and has no water rights available to it.

ex su	istine Ibdiv	Code 31-3805 states that when all or part of a subdivision is "located within the boundaries of an principal irrigation district or canal company, ditch association, or like irrigation water deliver entity no ision plat or amendment to a subdivision plat or any other plat or map recognized by the city not the division of land will be accepted, approved, and recorded unless:"					
Α.	The or e	e appropriate water rights and assessment of those water rights have been transferred from said lands excluded from an irrigation entity by the owner; or					
В.	div mo	owner filing the subdivision plat or amendment to a subdivision plat or map has provided for the on of land of underground tile or conduit for lots of one acre or less or a suitable system for lots of than one acre which will deliver water to those landowners within the subdivision who are also within rigation entity with the appropriate approvals:					
	1.	For proposed subdivisions located within an area of city impact, both city and county zoning authorities must approve such irrigation system.					
	2.	For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands (e.g., irrigation district).					
ad i n	ded.	er understand your irrigation request, we need to ask you a few questions. Additional pages can be A list of the map requirements follows the short questionnaire. Any missing information may result delay of your request before the Planning and Zoning Commission and ultimately the approval of rigation plan by the Board of County Commissioners as part of final plat approval.					
1.	Are	ou within an area of negotiated City Impact? X Yes No					
	Irrig	t is the name of the irrigation district/company and drainage entities servicing the property? ation:					
3.	How	many acres is the property being subdivided?1.7					
		t percentage of this property has water?					
		many inches of water are available to the property?					
3.	How	is the land currently irrigated?					
7.	How	is the land to be irrigated after it is subdivided? □ surface sprinkler □ irrigation well □ above ground pipe □ underground pipe					
3.	Desc	ribe how the head gate/pump connects to the canal and irrigated land and where ditches &/or pipes go.					
9.	ls th	ere an irrigation easement(s) on the property? Yes No					
		Subdivision Application Page 5 of 11 5-19-2025					

10. How do you plan to retain storm and excess water on each lot? Snow storage areas with a large drain field
How do you plan to process this storm water and/or excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates)
Irrigation Plan Map Requirements
The irrigation plan <u>must be on a scalable map</u> and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on your map:
☐ All canals, ditches, and laterals with their respective names.
☐ Head gate location and/or point of delivery of water to the property by the irrigation entity.
☑ Pipe location and sizes, if any
Rise locations and types, if any.
☐ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
☐ Slope of the property in various locations.
☐ Direction of water flow (use short arrows on your map to indicate water flow direction →). ☐ Direction of wastewater flow (use long arrows on your map to indicate wastewater direction →).
 □ Direction of wastewater flow (use long arrows on your map to indicate wastewater direction □ Location of drainage ponds or swales, if any where wastewater will be retained on property
☐ Other information:
Also, provide the following documentation: ☐ Legal description of the property. ☐ Proof of ownership. ☐ A written response from the irrigation entity and/or proof of agency notification.
☐ Copy of any water users' association agreement which shows water schedules and maintenance responsibilities.
☐ Copy of all new easements ready for recording (irrigation supply and drainage).
☐ If you are in a city area of impact, please include a copy of the approvals by the city planning and zoning commission and city council of your irrigation plan.
======================================
I, the undersigned, agree that prior to the Planning and Zoning Department accepting this application, I am responsible to have all the required information and site plans.
I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be bonded and/or installed prior to the recording of the plat or building permit. Signed: Date: 9 1 29 125





Parametrix No. 314-4875-001 - Task 02.134

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

Re: Lake Fork Village - Revised Grading and Drainage Plans and Stormwater Analysis

Dear Cynda:

We have reviewed the above-referenced revised documents for the Lake Fork Village against the current Valley County (VC) Private and Public Road standards. Per our review and in coordination with the engineer, the plans and stormwater analysis meet the required standards; therefore, we are recommending approval of the documents.

Please contact me with any questions or comments.

Sincerely,

PARAMETRIX

Valley County Engineer

Paul Ashton, PE

cc: Jeff McFadden/Valley County Road Department

Antonio Conti P.E./Ackerman-Estvold

Tyler Arnold/ Ackerman-Estvold

Alex Sawyer

