

June 4, 2026
Project No.: 20-200

Lori Hunter
Planning & Zoning Planner II
Valley County
219 W. Main St
Cascade, ID 83611

**RE: Tamarack Falls Estates – Valley County, ID
Final Plat Application**

Dear Ms. Hunter,

On behalf of Hess Properties, LLC., we are pleased to present a final plat application to Valley County. We formally request review for County approvals and signatures.

This final plat for Tamarack Falls Estates Subdivision No. 1 at the SW corner of Norwood Rd. and Tamarack Falls Rd. Tamarack Falls No. 1 Park includes 38 residential lots and 4 common lots. Private drives will service the development as access will come from both Norwood Rd. and Tamarack Falls Rd. Civil construction is near completion and the Phase 1 Final Plat Substantially Complies with the approved Preliminary Plat. At this time we request financial guarantees for the remaining work generally consisting of the lift station and the remaining utility infrastructure, storm drainage improvements, earthwork operations, roadway construction including subgrade preparation, base course and asphalt paving, curb and access road construction, parking lot improvements, site grading and common area improvements, gravel pathways, pond improvements, and final striping and signage, and project administration and permitting and the implementation of the Wildland Urban Interface Fire Protection Plan.

Conditional Use Permit

Conditional Use Permit 22-37 was originally approved on January 23rd, 2023 and a request for reconsideration that followed was denied on March 27, 2023. The list of the Conditions of Approval from the recorded C.U.P. and how each has been completed is as follows:

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

Understood

2. Any change in the nature or scope of land use activities shall require an additional conditional use permit.

Understood

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

Understood

4. The final plat shall be recorded prior to issuance of building permits, or this permit will be null and void. Phase 3 shall be completed by December 31, 2028, or a permit extension will be required. The construction of phases cannot be solely market driven.

Understood.

5. The Applicant will update Planning and Zoning staff on an annual basis until all final plats are recorded.

P&Z Staff has been updated via a memo dated December 29, 2025.

6. Applicant must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.

A stormwater management plan is outlined in the civil construction drawings on sheets C4.1-C4.3 attached to this final plat submittal. Grading improvement plan sheets can be found on C3.0-C3.6. It is understood that the County Engineer must approve these plans prior to site work commencing.

7. The Valley County Engineer shall confirm there is adequate snow storage.

The development has enough open space available for adequate snow storage.

8. Prior to recordation of the plat or issuance of building permits, the Applicant's engineer shall certify that the roads are constructed in accordance with the plans approved by the Valley County Engineer and the recommended BMPs are implemented consistent with this Order.

Understood.

9. A Private Road Declaration is required prior to recordation and must be noted on the face of the plat.

Understood.

10. Applicant must bury conduit for fiber optics in the roadway.

Understood.

11. A Declaration of Installation of Utilities shall be recorded and noted on the face of the plat.

Understood.

12. A letter of approval is required from Donnelly Fire District prior to recording the final plat.

Understood.

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

All easements have been provided and are shown on the final plat.

14. Wetlands must be delineated and shall be marked as “no-build areas” on final plats.

No-build areas have been marked on the final plat.

15. Covenants Conditions and Restrictions shall address irrigation of landscaping, lighting, wildfire prevention, noxious weeds, hydrant maintenance, wetlands, and limit each lot to one wood burning device.

Draft CC&Rs provided to address the following.

16. Applicant shall place addressing numbers at the residence and at driveway entrance if the house numbers are not visible from the road.

Understood

17. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year.

Understood

18. Prior to construction of any on-site improvements, the applicant shall meet with the Valley County Road Director and/or Board of County Commissioners to discuss off-site road improvements. If an agreement cannot be reached the application shall be set for another public hearing with the Valley County Planning and Zoning Commission to determine if the application can be approved without improvements and still meet their mandates concerning public health, safety, and welfare matters. The discussion will be concerning current road conditions and potential mitigation for impacts caused by the development.

Understood

19. The following notes shall be placed in the notes on the face of the final plat:

- “The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed.”
- “All lighting must comply with the Valley County Lighting Ordinance.”
- “ Only one burning device is allowed on each lot.”
- “All lots shall be accessed from internal roads and not Tamarack Falls Road or Norwood Road.”

20. Margot Drive will be gated for emergency access only.

Understood. Margot Drive is located in a future phase of development.

21. Covenants Conditions and Restrictions shall require low water landscaping.

Understood

22. Should limit use of fertilizer in Covenants Conditions and Restrictions.

Understood

23. If ever contiguous to City of Donnelly, the applicant will not oppose annexation into city limits.

Understood

24. Applicant will work with U.S. Bureau of Reclamation to place pedestrian access as far west as possible.

Understood. Access to Cascade Reservoir will take place in a future phase of development.

25. Applicant will have a maintenance plan in Covenants Conditions and Restrictions for stormwater management into perpetuity.

Understood

26. Applicant shall collaborate with neighboring properties and Valley County Engineer to develop a regional stormwater management plan.

Understood

27. Applicant shall prohibit short-term rentals in the Covenants Conditions and Restrictions.

Understood

28. The common ownership/pathway along Alpine Drive will be moved to the southern portion of the right-of-way as it enters Norwood Road.

Understood

29. Must not interfere with water rights of adjacent properties or properties within the local area.

Understood

30. Applicant shall place monitoring equipment in the well in order to monitor the water level in the public well in cooperation with Idaho Department of Water Resources.

Understood

Should you have questions or require further information about this final plat submittal, please feel free to contact me.

Sincerely,
KM Engineering, LLP

A handwritten signature in black ink that reads "Cheryl Heath". The signature is written in a cursive style with a large, looping initial "C" and a long, sweeping underline.

Cheryl Heath
Plat Routing Manager

cc: Hess Properties, LLC

PLAT OF Tamarack Falls Estates Subdivision No. 1

A portion of the Northeast 1/4 of Section 20, Township 16 North,
Range 3 East, Boise Meridian, Valley County, Idaho
2026



0 120 240 360
Plan Scale: 1" = 120'

SHEET INDEX

- SHEET 1 - SUBDIVISION MAP AND LEGEND
- SHEET 2 - DETAIL PLAT MAP
- SHEET 3 - DETAIL PLAT MAP
- SHEET 4 - NOTES AND LINE AND CURVE TABLES
- SHEET 5 - CERTIFICATE OF OWNERS
- SHEET 6 - CERTIFICATES AND APPROVALS

REFERENCES

- R1. SAGE MEADOW ESTATES SUBDIVISION, BOOK 9 OF PLATS, PAGE 35, RECORDS OF VALLEY COUNTY, IDAHO.
- R2. DEED IN LIEU OF FORECLOSURE PER INST. No. 327435, RECORDS OF VALLEY COUNTY, IDAHO.
- R3. ORA MAY SUBDIVISION, BOOK 3 OF PLATS, PAGE 24, RECORDS OF VALLEY COUNTY, IDAHO.

LEGEND

- FOUND ALUMINUM CAP
- FOUND BRASS CAP
- FOUND 5/8" REBAR, MARKED AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
- CALCULATED POINT
- LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- ADJACENT BOUNDARY LINE
- ROAD CENTERLINE
- EASEMENT LINE AS NOTED

SURVEY NARRATIVE

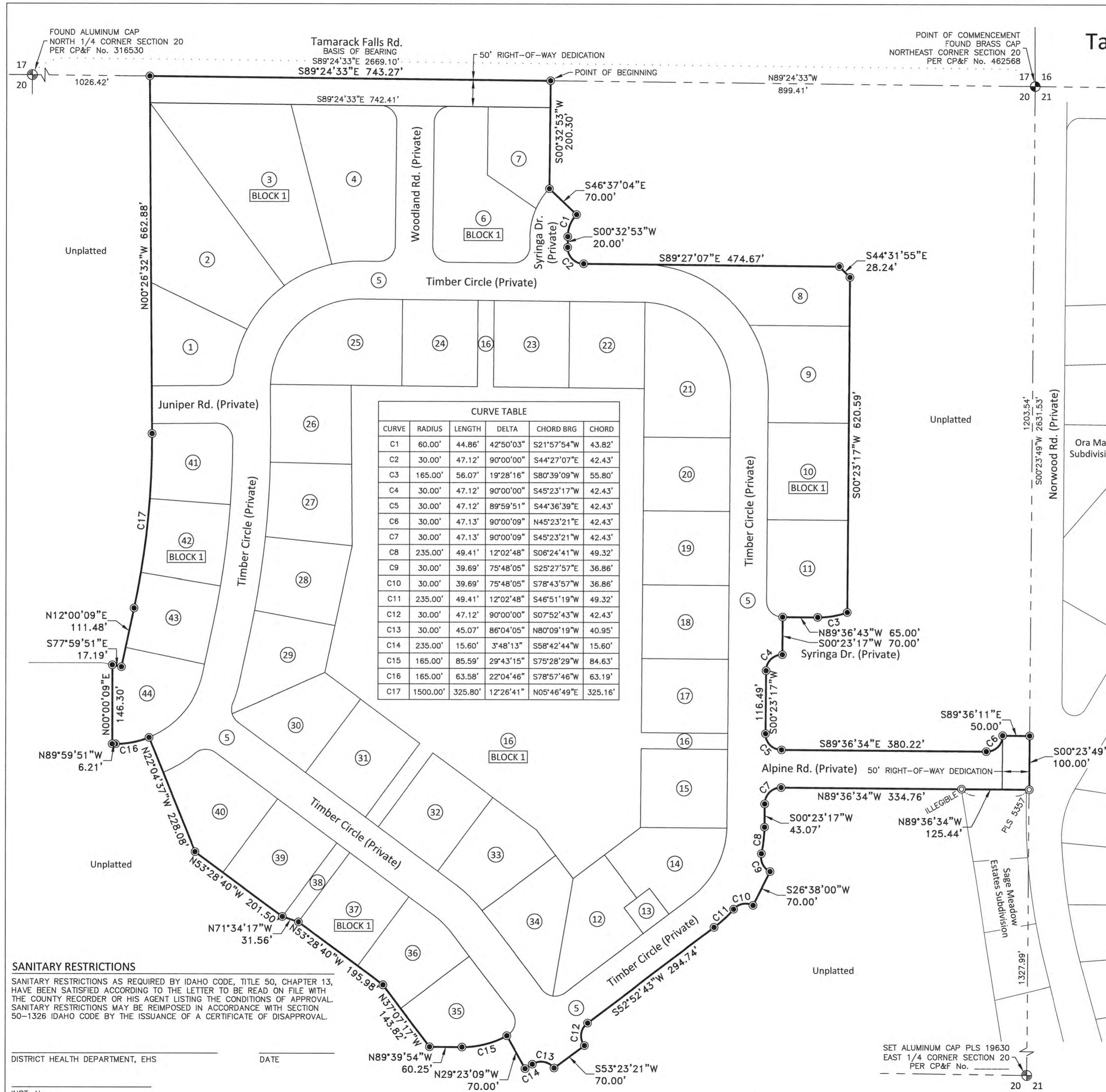
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE LAND SHOWN HEREON. THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.



4.20.2026
DEVELOPER

Hess Properties
CALDWELL, IDAHO

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmenglp.com



SANITARY RESTRICTIONS

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

DISTRICT HEALTH DEPARTMENT, EHS

DATE

INST. No.

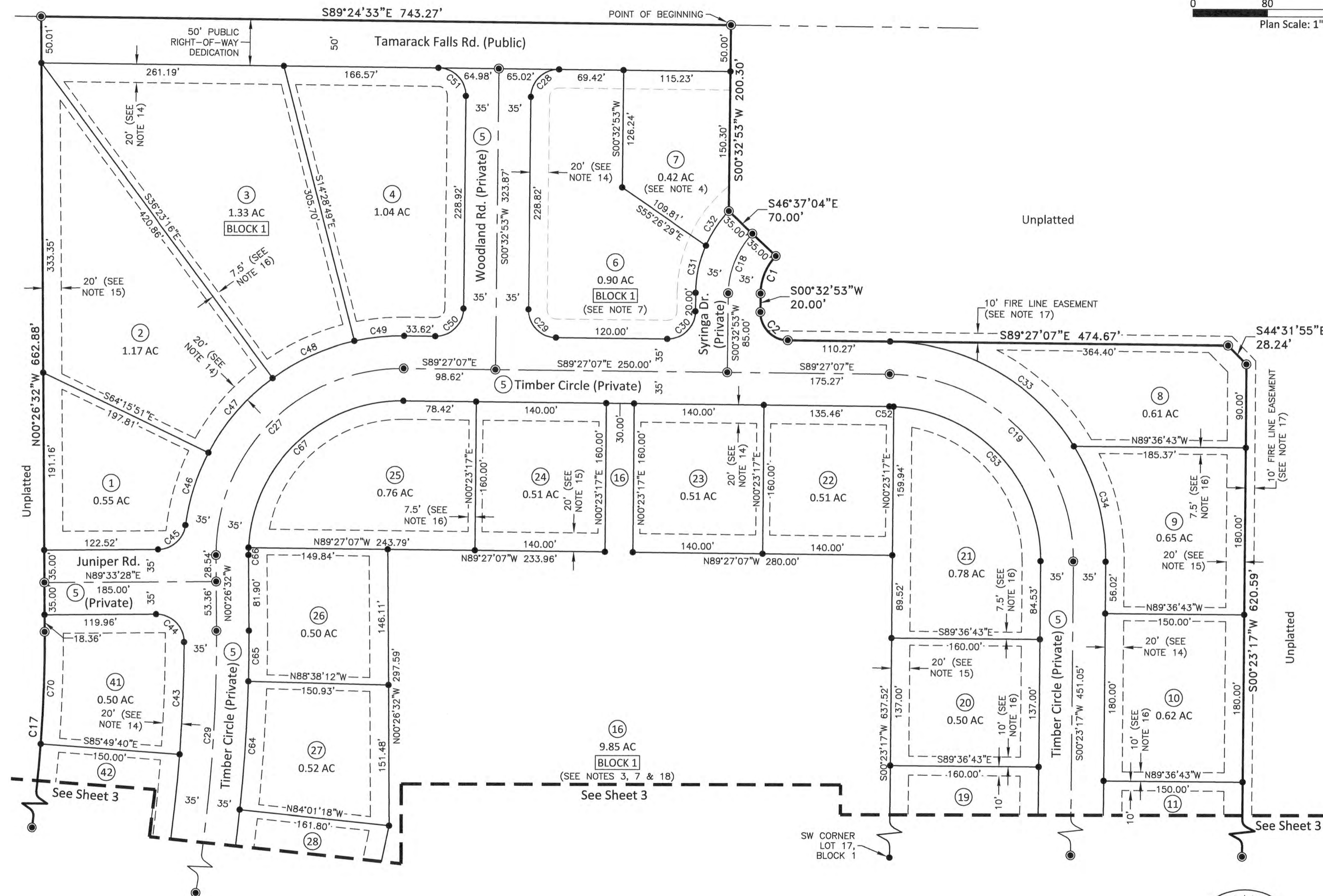
JOB NO. 20-200

SHEET 1 OF 6

PLAT OF Tamarack Falls Estates Subdivision No. 1



0 80 160 240
Plan Scale: 1" = 80'



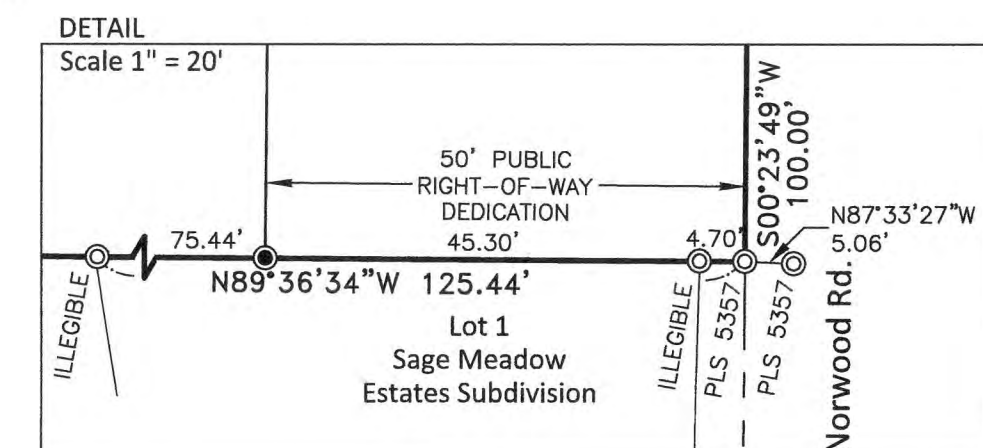
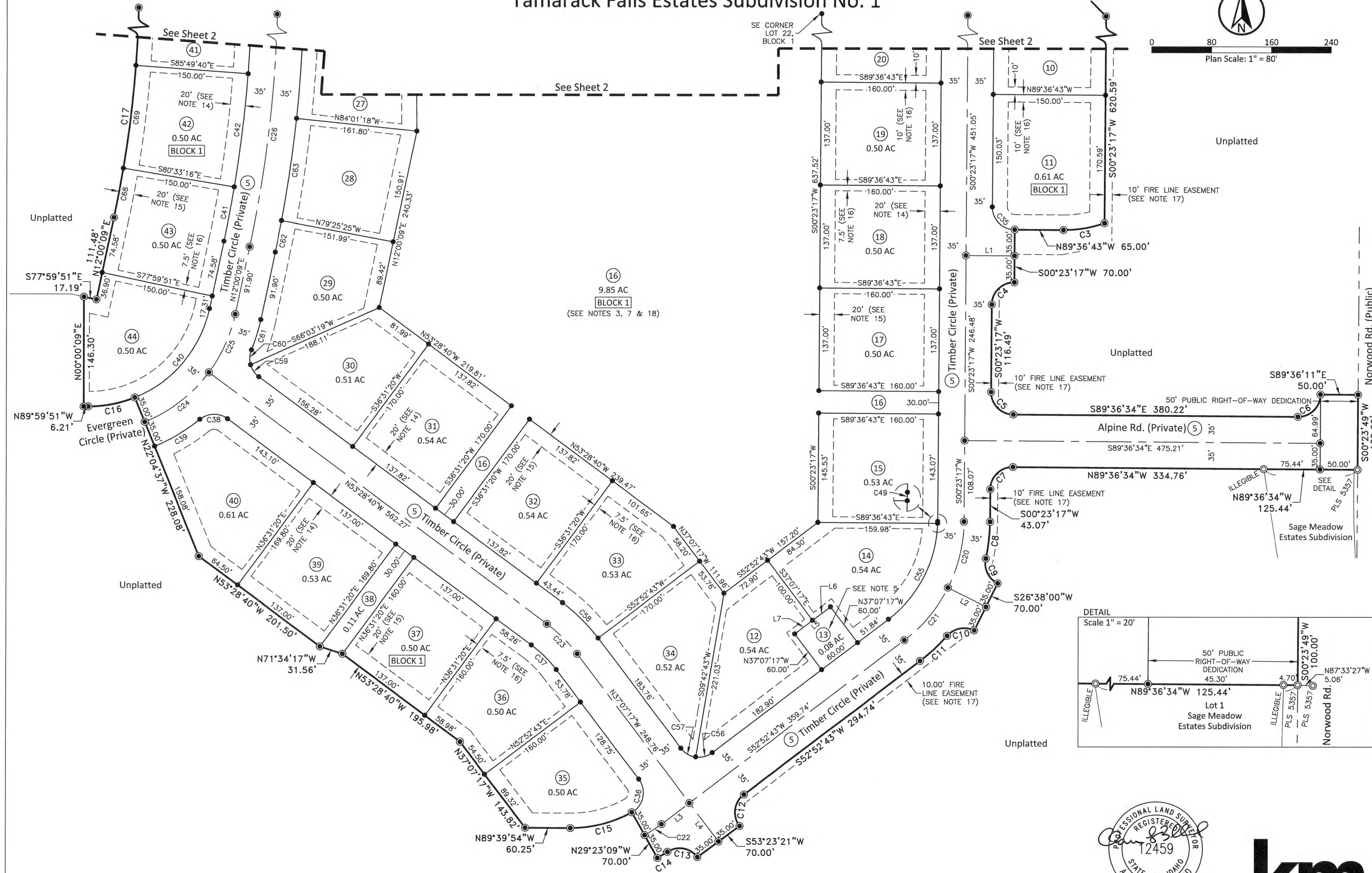
DEVELOPER
Hess Properties



PLAT OF Tamarack Falls Estates Subdivision No. 1



0 80 160 240
Plan Scale: 1" = 80'



4.20.2026
DEVELOPER
Hess Properties

PLAT OF Tamarack Falls Estates Subdivision No. 1

NOTES

1. THIS SUBDIVISION IS SUBJECT TO CONDITIONAL USE PERMIT No. 23-38 PER INSTRUMENT No. 456147, RECORDS OF VALLEY COUNTY, IDAHO.
2. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT.
3. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODA 31-3805, AND THE REQUIREMENTS IN I.C. 31-3805 ARE NOT APPLICABLE. PRESSURE IRRIGATION SERVICE SHALL BE PROVIDED BY AN ONSITE POND (LOT 16, BLOCK 1).
4. DOMESTIC WATER WILL BE PROVIDED TO EACH LOT VIA A WELL AND PUMP STATION LOCATED ON LOT 7, BLOCK 1, AND WILL BE OWNED AND OPERATED BY NORTH LAKE RECREATIONAL SEWER AND WATER DISTRICT.
5. SANITARY SEWER SERVICES WILL BE PROVIDED TO EACH LOT VIA A SEWER LIFT STATION LOCATED ON LOT 13, BLOCK 1, AND WILL BE OWNED AND OPERATED BY NORTH LAKE RECREATIONAL SEWER AND WATER DISTRICT.
6. THIS SUBDIVISION WILL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE FILED AS INSTRUMENT No. _____, AND MAY BE AMENDED FROM TIME TO TIME.
7. LOTS 6, 16 AND 38, BLOCK 1 ARE COMMON AREA LOTS. THESE LOTS ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES, STORM DRAINAGE AND IRRIGATION. THESE LOTS SHALL BE MANAGED AND MAINTAINED IN ACCORDANCE WITH THE COVENANTS, CONDITIONS AND RESTRICTIONS (SEE NOTE 6).
8. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND VALLEY COUNTY.
9. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION REGALEE.
10. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
11. THE PRIVATE ROADS (LOT 5, BLOCK 1) SHOWN ON THIS PLAT ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES AND STORM DRAINAGE AND WILL BE OWNED AND MAINTAINED BY THE TAMARACK FALLS ESTATES HOMEOWNERS' ASSOCIATION, AS IS FURTHER PROVIDED IN THE PRIVATE ROAD DECLARATION, WHICH IS RECORDED CONCURRENTLY WITH THIS PLAT AS INSTRUMENT No. _____.
12. THIS SUBDIVISION IS SUBJECT TO THE WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN PER INSTRUMENT No. _____.
13. THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF INSTALLATION OF UTILITIES PER INSTRUMENT No. _____.
14. ALL LOT LINES COMMON TO THE PUBLIC AND PRIVATE ROADS ARE HEREBY DESIGNATED TO HAVE A 20-FT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND STORM DRAINAGE. THIS EASEMENT WHERE COMMON TO THE PRIVATE ROADS IS ALSO SUBJECT TO AN EASEMENT FOR SNOW STORAGE.
15. ALL REAR LOT LINES ARE HEREBY DESIGNATED TO HAVE A 20-FT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND STORM DRAINAGE.
16. UNLESS OTHERWISE SHOWN, ALL INTERIOR LOT LINES ARE HEREBY DESIGNATED TO HAVE A 7.50-FT EASEMENT, EACH SIDE, FOR PUBLIC UTILITIES, IRRIGATION AND STORM DRAINAGE.
17. FIRE LINE EASEMENT PER INSTRUMENT No. _____.
18. ALL PRIVATE ROADWAY STORM WATER SHALL BE COLLECTED AND INFILTRATED IN RETENTION BASINS LOCATED OVER A PORTION OF LOT 16, BLOCK 1. SEE THE SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS (NOTE 6) FOR RESPONSIBILITIES REGARDING STORM DRAINAGE ROUTINE AND HEAVY MAINTENANCE.
19. THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.
20. ONLY ONE WOOD BURNING DEVICE IS PERMITTED FOR EACH LOT.
21. ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
22. ALL DISTURBED SURFACES WITHIN THIS SUBDIVISION NOT USED FOR LANDSCAPING, ROADS OR BUILDINGS SHALL BE COVERED WITH NATURAL VEGETATION.
23. SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
24. FEMA FLOOD PANEL: 16085C1305C
FIRM EFFECTIVE DATE: 2/1/2019
FLOOD ZONE: X
BASE FLOOD ELEVATION(S): N/A
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.
25. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	60.00'	44.86'	42°50'03"	S21°57'54"W	43.82'
C2	30.00'	47.12'	90°00'00"	S44°27'07"E	42.43'
C3	165.00'	56.07'	19°28'16"	S80°39'09"W	55.80'
C4	30.00'	47.12'	90°00'00"	S45°23'17"W	42.43'
C5	30.00'	47.12'	89°59'51"	S44°36'39"E	42.43'
C6	30.00'	47.13'	90°00'09"	N45°23'21"E	42.43'
C7	30.00'	47.13'	90°00'09"	S45°23'21"W	42.43'
C8	235.00'	49.41'	12°02'48"	S06°24'41"W	49.32'
C9	30.00'	39.69'	75°48'05"	S25°27'57"E	36.86'
C10	30.00'	39.69'	75°48'05"	S78°43'57"W	36.86'
C11	235.00'	49.41'	12°02'48"	S46°51'19"W	49.32'
C12	30.00'	47.12'	90°00'00"	S07°52'43"W	42.43'
C13	30.00'	45.07'	86°04'05"	N80°09'19"W	40.95'
C14	235.00'	15.60'	3°48'13"	S58°42'44"W	15.60'
C15	165.00'	85.59'	29°43'15"	S75°28'29"W	84.63'
C16	165.00'	63.58'	22°04'46"	S78°57'46"W	63.19'
C17	1500.00'	325.80'	12°26'41"	N05°46'49"E	325.16'
C18	95.00'	71.02'	42°50'03"	S21°57'54"W	69.38'
C19	200.00'	313.60'	89°50'24"	S44°31'55"E	282.45'
C20	200.00'	91.61'	26°14'43"	S13°30'39"W	90.81'
C21	200.00'	91.61'	26°14'43"	S39°45'22"W	90.81'
C22	200.00'	27.00'	7°44'08"	S56°44'47"W	26.98'
C23	200.00'	57.10'	16°21'24"	N45°17'59"W	56.90'
C24	200.00'	109.61'	31°24'04"	N52°13'21"E	108.24'
C25	200.00'	85.59'	24°31'10"	N24°15'44"E	84.94'
C26	1685.00'	365.98'	12°26'41"	N05°46'49"E	365.27'
C27	200.00'	317.62'	90°59'25"	N45°03'11"E	285.28'
C28	30.00'	47.15'	90°02'34"	S45°34'10"W	42.44'
C29	30.00'	47.12'	90°00'00"	S44°27'07"E	42.43'
C30	30.00'	47.12'	90°00'00"	N45°32'53"E	42.43'
C31	130.00'	52.52'	23°08'51"	N12°07'19"E	52.16'
C32	130.00'	44.67'	19°41'11"	N33°32'20"E	44.45'
C33	235.00'	237.88'	57°59'52"	S60°27'11"E	227.85'
C34	235.00'	130.60'	31°50'32"	S15°31'59"E	128.93'
C35	30.00'	47.12'	90°00'00"	S44°36'43"E	42.43'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°36'43"E	65.00
L2	S63°22'00"E	56.90
L3	S52°52'43"W	46.83
L4	N37°07'17"W	64.69
L5	S52°52'43"W	30.00
L6	S52°52'43"W	30.00
L7	S52°52'43"W	30.00

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C36	30.00'	51.17'	97°44'08"	N11°44'47"E	45.19'
C37	165.00'	47.10'	16°21'24"	N45°17'59"W	46.94'
C38	30.00'	39.69'	75°48'05"	S88°37'17"W	36.86'
C39	235.00'	70.56'	17°12'09"	N59°19'19"E	70.29'
C40	165.00'	161.04'	55°55'14"	N39°57'46"E	154.72'
C41	1650.00'	73.64'	2°33'26"	N10°43'26"E	73.63'
C42	1650.00'	151.86'	5°16'24"	N06°48'32"E	151.81'
C43	1650.00'	121.03'	4°12'09"	N02°04'15"E	121.00'
C44	30.00'	47.34'	90°24'42"	N45°14'11"W	42.58'
C45	30.00'	42.98'	82°05'31"	N48°30'42"E	39.40'
C46	235.00'	82.44'	20°05'56"	N17°30'55"E	82.01'
C47	235.00'	106.83'	26°02'51"	N40°35'18"E	105.92'
C48	235.00'	97.36'	23°44'11"	N65°28'50"E	96.66'
C49	235.00'	54.14'	13°11'58"	N83°56'54"E	54.02'
C50	30.00'	47.12'	90°00'00"	N45°32'53"E	42.43'
C51	30.00'	47.10'	89°57'26"	N44°25'50"W	42.41'
C52	165.00'	4.54'	1°34'35"	S88°39'49"E	4.54'
C53	165.00'	254.18'	88°15'49"	S43°44'37"E	229.78'
C54	165.00'	2.47'	0°51'22"	S00°48'58"W	2.47'
C55	165.00'	148.70'	51°38'04"	S27°03'41"W	143.72'
C56	30.00'	23.56'	45°00'00"	S75°22'43"W	22.96'
C57	30.00'	23.56'	45°00'00"	N59°37'17"W	22.96'
C58	235.00'	67.09'	16°21'24"	N45°17'59"W	66.86'
C59	30.00'	19.84'	37°54'03"	N34°31'39"W	19.48'
C60	30.00'	19.84'	37°54'03"	N03°22'23"E	19.48'
C61	235.00'	42.33'	10°19'16"	N17°09'47"E	42.27'
C62	1720.00'	42.81'	1°25'34"	N11°17'22"E	42.81'
C63	1720.00'	138.04'	4°35'54"	N08°16'39"E	138.00'
C64	1720.00'	138.54'	4°36'54"	N03°40'15"E	138.50'
C65	1720.00'	54.20'	1°48'20"	N00°27'38"E	54.20'
C66	165.00'	7.85'	2°43'36"	N00°55'16"E	7.85'
C67	165.00'	254.18'	88°15'49"	N46°24'59"E	229.78'
C68	1500.00'	66.95'	2°33'26"	N10°43'27"E	66.94'
C69	1500.00'	138.06'	5°16'24"	N06°48'32"E	138.01'
C70	1500.00'	120.80'	4°36'51"	N01°51'54"E	120.76'



DEVELOPER
Hess Properties



PLAT OF Tamarack Falls Estates Subdivision No. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 20, WHICH BEARS S89°24'33"E A DISTANCE OF 2,669.10 FEET FROM A FOUND ALUMINUM CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 20; THENCE FOLLOWING THE NORTHERLY LINE OF SAID NORTHEAST 1/4, N89°24'33"W A DISTANCE OF 899.41 FEET TO THE POINT OF BEGINNING.

THENCE LEAVING SAID NORTHERLY LINE, S00°32'53"W A DISTANCE OF 200.30 FEET;
 THENCE S46°37'04"E A DISTANCE OF 70.00 FEET;
 THENCE 44.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 42°50'03", A CHORD BEARING OF S21°57'54"W, AND A CHORD DISTANCE OF 43.82 FEET;
 THENCE S00°32'53"W A DISTANCE OF 20.00 FEET;
 THENCE 47.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S44°27'07"E, AND A CHORD DISTANCE OF 42.43 FEET;
 THENCE S89°27'07"E A DISTANCE OF 474.67 FEET;
 THENCE S44°31'55"E A DISTANCE OF 28.24 FEET;
 THENCE S00°23'17"W A DISTANCE OF 620.59 FEET;
 THENCE 56.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 19°28'16", A CHORD BEARING OF S80°39'09"W, AND A CHORD DISTANCE OF 55.80 FEET;
 THENCE N89°36'43"W A DISTANCE OF 65.00 FEET;
 THENCE S00°23'17"W A DISTANCE OF 70.00 FEET;
 THENCE 47.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S45°23'17"W, AND A CHORD DISTANCE OF 42.43 FEET;
 THENCE S00°23'17"W A DISTANCE OF 116.49 FEET;
 THENCE 47.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 89°59'51", A CHORD BEARING OF S44°36'39"E, AND A CHORD DISTANCE OF 42.43 FEET;
 THENCE S89°36'34"E A DISTANCE OF 380.22 FEET;
 THENCE 47.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 90°00'09", A CHORD BEARING OF N45°23'21"E, AND A CHORD DISTANCE OF 42.43 FEET;
 THENCE S89°36'11"E A DISTANCE OF 50.00 FEET TO THE EASTERLY LINE OF SAID NORTHEAST 1/4;
 THENCE FOLLOWING SAID EASTERLY LINE, S00°23'49"W A DISTANCE OF 100.00 FEET TO A FOUND 5/8-INCH REBAR MARKING THE NORTHERLY BOUNDARY OF SAGE MEADOW ESTATES SUBDIVISION (BOOK 9 OF PLATS, PAGE 35, RECORDS OF VALLEY COUNTY);
 THENCE LEAVING SAID EASTERLY LINE AND FOLLOWING SAID NORTHERLY BOUNDARY, N89°36'34"W A DISTANCE OF 125.44 FEET TO A FOUND 5/8-INCH REBAR MARKING THE NORTHWEST CORNER OF SAID SAGE MEADOW ESTATES SUBDIVISION;
 THENCE LEAVING SAID NORTHERLY BOUNDARY, N89°36'34"W A DISTANCE OF 334.76 FEET;
 THENCE 47.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 90°00'09", A CHORD BEARING OF S45°23'21"W, AND A CHORD DISTANCE OF 42.43 FEET;
 THENCE S00°23'17"W A DISTANCE OF 43.07 FEET;
 THENCE 49.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 235.00 FEET, A DELTA ANGLE OF 12°02'48", A CHORD BEARING OF S06°24'41"W, AND A CHORD DISTANCE OF 49.32 FEET;
 THENCE 39.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 75°48'05", A CHORD BEARING OF S25°27'57"E, AND A CHORD DISTANCE OF 36.86 FEET;
 THENCE S26°38'00"W A DISTANCE OF 70.00 FEET;
 THENCE 39.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 75°48'05", A CHORD BEARING OF S78°43'57"W, AND A CHORD DISTANCE OF 36.86 FEET;
 THENCE 49.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 235.00 FEET, A DELTA ANGLE OF 12°02'48", A CHORD BEARING OF S46°51'19"W, AND A CHORD DISTANCE OF 49.32 FEET;
 THENCE S52°52'43"W A DISTANCE OF 294.74 FEET;
 THENCE 47.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S07°52'43"W, AND A CHORD DISTANCE OF 42.43 FEET;
 THENCE S53°23'21"W A DISTANCE OF 70.00 FEET;
 THENCE 45.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 86°04'05", A CHORD BEARING OF N80°09'19"W, AND A CHORD DISTANCE OF 40.95 FEET;
 THENCE 15.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 235.00 FEET, A DELTA ANGLE OF 03°48'13", A CHORD BEARING OF S58°42'44"W, AND A CHORD DISTANCE OF 15.60 FEET;
 THENCE N29°23'09"W A DISTANCE OF 70.00 FEET;
 THENCE 85.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 29°43'15", A CHORD BEARING OF S75°28'29"W, AND A CHORD DISTANCE OF 84.63 FEET;
 THENCE N89°39'54"W A DISTANCE OF 60.25 FEET;
 THENCE N37°07'17"W A DISTANCE OF 143.82 FEET;
 THENCE N53°28'40"W A DISTANCE OF 195.98 FEET;
 THENCE N71°34'17"W A DISTANCE OF 31.56 FEET;
 THENCE N53°28'40"W A DISTANCE OF 201.50 FEET;
 THENCE N22°04'37"W A DISTANCE OF 228.08 FEET;
 THENCE 63.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 22°04'46", A CHORD BEARING OF S78°57'46"W, AND A CHORD DISTANCE OF 63.19 FEET;
 THENCE N89°59'51"W A DISTANCE OF 6.21 FEET;
 THENCE N00°00'09"E A DISTANCE OF 146.30 FEET;
 THENCE S77°59'51"E A DISTANCE OF 17.19 FEET;
 THENCE N12°00'09"E A DISTANCE OF 111.48 FEET;
 THENCE 325.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1500.00 FEET, A DELTA ANGLE OF 12°26'41", A CHORD BEARING OF N05°46'49"E, AND A CHORD DISTANCE OF 325.16 FEET;
 THENCE N00°26'32"W A DISTANCE OF 662.88 FEET TO THE NORTHERLY LINE OF SAID NORTHEAST 1/4;
 THENCE FOLLOWING SAID NORTHERLY LINE, S89°24'33"E A DISTANCE OF 743.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 43.369 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE PRIVATE ROADS AND THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID PRIVATE ROADS AND EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM A COMMUNITY WELL TO BE OWNED AND OPERATED BY NORTH LAKE RECREATIONAL SEWER AND WATER DISTRICT. NORTH LAKE RECREATIONAL SEWER AND WATER DISTRICT HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

THE OWNER(S) HEREBY CERTIFY THAT SURFACE WATER FOR IRRIGATION IS NOT REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THE REQUIREMENTS OF SECTION 31-3805, IDAHO CODE, ARE NOT APPLICABLE.

 TYLER HESS, MANAGER OF HESS PROPERTIES, LLC

ACKNOWLEDGMENT

STATE OF IDAHO }
 VALLEY COUNTY } SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON _____, 202__, BY _____, AS A MANAGER OF _____.

 SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR

I, AARON BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF TAMARACK FALLS ESTATES SUBDIVISION No. 1 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



 AARON BALLARD, P.L.S. 12459

DEVELOPER
Hess Properties



PLAT OF
Tamarack Falls Estates Subdivision No. 1

APPROVAL OF VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF TAMARACK FALLS ESTATES SUBDIVISION No. 1 IS HEREBY ACCEPTED AND APPROVED THE _____ DAY OF _____, 202_, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

DATE

CERTIFICATE OF VALLEY COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF TAMARACK FALLS ESTATES SUBDIVISION No. 1 HAS BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

VALLEY COUNTY TREASURER

DATE

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSION

THE PLAT OF TAMARACK FALLS ESTATES SUBDIVISION No. 1 IS HEREBY ACCEPTED AND APPROVED THE _____ DAY OF _____, 202_, BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

DATE

CERTIFICATE OF VALLEY COUNTY SURVEYOR

I, THE UNDERSIGNED COUNTY SURVEYOR IN AND FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF TAMARACK FALLS ESTATES SUBDIVISION No. 1 IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH VALLEY COUNTY SUBDIVISION REGULATIONS RELATING TO PLATS.

VALLEY COUNTY SURVEYOR

DATE



DEVELOPER
Hess Properties

km
ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmenglp.com

Lift Station & Remaining Utilities (lift station, pressure sewer main HDPE, pump station intake)
\$156,272

Storm Drainage \$43,482

Earthwork (excavation, embankment, pond) \$174,435

Roadway Construction (subgrade, base, paving) \$1,014,047

Curbs, Parking & Access Roads \$178,384

Site Grading & Landscaping (common areas, gravel pathway, pond bentonite installation) \$129,209

Final Striping & Signage \$4,451

Project Administration (mobilization, QC, permits) \$120,284

BASE BID

Tamarack Falls Phase 1							JOB #		25-056		Pay App #7		
Schedule #1													
Item No	Item Description	Qty	Unit	Unit Price	Bid Amount	Code	Qty	Unit Price	Total:	Remaining Qty	Remaining Amount		
1	Mobilization	1	LS	\$14,965.87	\$14,965.87	102							
2	8" Sewer Main	2100	LF	\$88.74	\$186,354.00	606							
3	48" Sewer Manhole	14	EACH	\$2,957.01	\$41,398.14	606							
4	4" Sewer Service	22	EACH	\$1,280.51	\$28,171.22	607							
5	CCTV - Previously Installed Sewer Main - Final CCTV Only - If Additional CCTV Is Needed Price Per LF Will Be Invoiced	2260	LF	\$5.99	\$13,537.40	606							
								\$5.99	\$0.00	0	\$0.00		
6	Vacuum Test - Previously Installed Sewer Manholes - Final Vacuum Test Only - If Additional CCTV Is Needed Price Per EA Will Be Invoiced	17	EACH	\$185.14	\$3,147.38	606							
								\$185.14	\$0.00	0	\$0.00		
7	Testing - Air Test - Previously Installed Sewer Main- Final Air Test Only - If Additional Air Testing Is Needed Price Per LF Will Be Invoiced	2260	LF	\$2.31	\$5,220.60	606							
								\$2.31	\$0.00	0	\$0.00		
8	Crew Repair Rate - Does Not Include Materials - Equipment & Labor - Contingency	120	HR	\$543.65	\$65,238.00	606							
								\$543.65	\$0.00	-210	-\$114,166.50		
Schedule #2													
9	Mobilization	1	LS	\$15,259.93	\$15,259.93	102							
10	SWPPP- Owner Provided	0	LS	\$0.00	\$0.00	101							
11	Quality Control	1	LS	\$17,803.26	\$17,803.26	670							
12	Permits	1	LS	\$6,994.14	\$6,994.14	100							
13	Lift Station- Wet Well Only - Precast Only - Includes The Price For The Precast Wet Well	1	LS	\$92,562.05	\$92,562.05	606							
								\$92,562.05	\$0.00	1	\$92,562.05		
14	4" Pressure Sewer Main (Installation Only) HDPE	2254	LF	\$18.92	\$42,645.68	611							
								\$18.92	\$0.00	2254	\$42,645.68		
15	12" Storm Drain - ADS	404	LF	\$33.84	\$13,671.36	605							
								\$33.84	\$0.00	404	\$13,671.36		

16	15" Storm Drain - Installation Only (Includes Bedding)	183	LF	\$43.74	\$8,004.42	605	\$43.74	\$0.00	183	\$8,004.42
17	18" Storm Drain - Installation Only (Includes Bedding)	641	LF	\$34.02	\$21,806.82	605	\$34.02	\$0.00	641	\$21,806.82
18	Gravity Irrigation Precast Manholes (Installation Only) Includes Bedding	3	EACH	\$2,466.67	\$7,400.01	617	\$2,466.67	\$0.00	3	\$7,400.01
19	Pump Station Intake - 18" SDR 35 Only	340	LF	\$40.19	\$13,664.60	611	\$40.19	\$0.00	340	\$13,664.60
20	Clearing And Grubbing- Material To Remain Onsite	0	SF	\$0.00	\$0.00	200	\$0.00	\$0.00	0	\$0.00
21	Excavation (Roadway, Gravel, Parking And Roadside Swale)	5722	CY	\$4.90	\$28,037.80	205	\$4.90	\$0.00	1472	\$7,212.80
22	Embankment	9512	CY	\$6.30	\$59,925.60	205	\$6.30	\$0.00	4952	\$31,197.60
23	Final Subgrade (Roadway)	363854	SF	\$0.16	\$58,216.64	304	\$0.16	\$0.00	363854	\$58,216.64
24	6" Minus Pitrun Subbase Prep (12- Inches)	7464	CY	\$41.79	\$311,920.56	301	\$41.79	\$0.00	7464	\$311,920.56
25	3/4" Road Mix Base Prep (4 - Inches)	2516	CY	\$57.65	\$145,047.40	303	\$57.65	\$0.00	2516	\$145,047.40
26	HMA Paving (3- Inches)	2519	TON	\$198.04	\$498,862.76	405	\$198.04	\$0.00	2519	\$498,862.76
27	6" Vertical Curb No Gutter	683	LF	\$37.56	\$25,653.48	502	\$37.56	\$0.00	683	\$25,653.48
28	Gravel Access Roadway	4891	SF	\$4.39	\$21,471.49	303	\$4.39	\$0.00	4891	\$21,471.49
29	Common Parking Lot (Subgrade, Pitrun, Roadmix And Asphalt)	10922	SF	\$8.10	\$88,468.20	205	\$8.10	\$0.00	10922	\$88,468.20
30	Lot Grading (Includes Excavation And Embankment)	776783	SF	\$0.10	\$77,678.30	305	\$0.10	\$0.00	426783	\$42,678.30
31	Concrete Collars	1	LS	\$42,791.40	\$42,791.40	502	\$42,791.40	\$0.00	1	\$42,791.40
32	Striping & Signage	1	LS	\$4,450.81	\$4,450.81	810	\$4,450.81	\$0.00	1	\$4,450.81
33	Pond Excavation- Material To Remain Onsite In Stockpile	22823	CY	\$5.96	\$136,025.08	205	\$5.96	\$0.00	22823	\$136,025.08
34	Gravel Pathway	17410	SF	\$1.60	\$27,856.00	303	\$1.60	\$0.00	17410	\$27,856.00
35	Common Areas	329335	SF	\$0.10	\$32,933.50	305	\$0.10	\$0.00	329335	\$32,933.50
36	Pond Bentonite Installation (Material Onsite) - Plans Don't Call Out Thickness Of Material In The Pond, There Is A Unknown Qty Of Bentonite Onsite To Place. This Is A Hourly Cost To Place Material That Is Onsite.	60	HR	\$429.02	\$25,741.20	305	\$429.02	\$0.00	60	\$25,741.20
Total:					2,182,925.10		Total:	\$0.00		\$1,620,832.01

Change Orders

#	Item Description	Unit	Qty	Unit Price	Total Price	
CO1	Materials CO Precast & Pipe	1	LS	\$11,929.71	\$11,929.71	900
CO2	Materials CO Precast & Pipe	1	LS	\$2,751.40	\$2,751.40	900

CO3	Materials CO Precast & Pipe	1	LS	\$12,364.81	\$12,364.81	900
CO4	Pipe, Bedding, Pond Repair and Protection	1	LS	\$57,804.96	\$57,804.96	900
CO5	CCTV 4/16	1	LS	\$13,537.40	\$13,537.40	900
TOTAL CO COST:					\$98,388.28	
TOTAL PROJECT COST:					2,281,313.38	

Pay App					
#7	Total Pay Application Amount	\$0.00		CO	
	No Retention	\$0.00		CO	
	Pay Application Amount	\$0.00		CO	
	Remaining Contract Amount Including Retention	\$1,620,832.01		CO	

SUMMARY	
ORIGINAL CONTRACT AMOUNT:	\$2,182,925.10
TOTAL CHANGE ORDER AMOUNT:	\$98,388.28
TOTAL CONTRACT AMOUNT:	\$2,281,313.38
TOTAL CONTRACT BILLED TO DATE:	\$660,481.37
TOTAL CHANGE ORDERS BILLED TO DATE:	\$98,388.28
TOTAL RETENTION WITHHELD:	\$33,024.07
CONTRACT AMOUNT REMAINING INCLUDING RETENTION:	\$1,620,832.01

List of Proposed Road Names

- Margot Drive (Private)
- Syringa Drive (Private)
- Timber Circle (Private)
- Evergreen Circle (Private)
- Alpine Road (Private)
- Caribou Circle (Private)
- Navajo Road (Private)
- Woodland Road (Private)

Parametrix No. 314-4875-001 – Task 02.106

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

Re: Tamarack Falls Estates Subdivision No. 1 – Construction Plans, Plat, and Storm Drainage Report

Dear Cynda:

We have reviewed the above-referenced revised documents for Tamarack Falls Estates Subdivision No. 1 against the current Valley County (VC) Private and Public Road standards. Per our review, the applicant has addressed our comments, and the plans and drainage report 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



Kenneth M. Dodd, PE

cc: Joe Pachner P.E./Engineer

Jacob O’Gorman/Engineer

David Zubizareta/Engineer

Scott Prillaman/Engineer

Nick Bruyn/Senior Development Coordinator

Cheryl Heath/Office & Development Coordinator

Dan Counce/Valley County Engineer

Lori Hunter/Valley County Planner



**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
TAMARACK FALLS ESTATES
PHASE 1**

A Planned Residential Community

Valley County, Idaho

**** DRAFT — FOR REVIEW PURPOSES ONLY ****

Instrument No. _____

Recorded: _____, 20____

Prepared by:

[ATTORNEY/FIRM NAME]

[ADDRESS]

[CITY, STATE ZIP]

This document is an important legal document which each potential resident and owner of property within Tamarack Falls Estates should read and understand. This document details the obligations and responsibilities of all Tamarack Falls Estates property owners. The Declarant expressly disclaims any representations, warranties, statements, or information not set forth herein or in any written document executed by Declarant. Any representations or warranties made by any real estate broker, agent, or other person concerning the total or types of assessments to be levied against an owner to pay for any aspect of Tamarack Falls Estates should be disregarded in their entirety and in all events the terms and conditions of this Declaration shall control. Potential residents and owners are advised to review this Declaration with their legal and other advisors prior to acquiring a lot.

This Declaration of Covenants, Conditions, and Restrictions for Tamarack Falls Estates — Phase 1 is made effective as of the ____ day of _____, 20____, by Tradition Capital Partners LLC, an Idaho limited liability company, and Hess Properties, LLC, an Idaho limited liability company (collectively, "Declarant" and "Class B Member"), and the Tamarack Falls Estates Homeowners Association, Inc., an Idaho nonprofit corporation (the "Association").

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EXECUTION AND ACKNOWLEDGMENT

EXHIBITS

Exhibit A: Legal Description
Exhibit B: Plat Map
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Exhibit D: Assessment Schedule [PENDING]
Exhibit E: Design Standards and Guidelines [PENDING — ACC to prepare]

ARTICLE I — RECITALS

Section 1.1. Property Covered.

The property subject to this Declaration of Covenants, Conditions, and Restrictions for Tamarack Falls Estates — Phase 1 (the "Declaration") is property in Valley County, State of Idaho, which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"). Phase 1 consists of thirty-eight (38) half-acre residential Lots located in Blocks 1, 3, and 5, as shown on the plat of Tamarack Falls Estates recorded as Instrument No. _____ in the records of Valley County, Idaho (the "Plat"), together with associated Common Areas, Private Roads, and shared infrastructure.

Section 1.2. Purpose of Declaration.

Tamarack Falls Estates is a planned residential community which Declarant intends to develop in accordance with existing development approvals obtained from Valley County and documented in Valley County files, or any other development plans for which Declarant may from time to time obtain approval. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively, the "Restrictions") that will apply to the development and use of all portions of the Property. The Restrictions are designed to:

- Preserve the property value, desirability, and attractiveness of the Community;
- Guarantee adequate maintenance of the Common Areas and shared infrastructure;
- Establish uniform guidelines for the design, construction, and maintenance of residences and other improvements;
- Promote wildfire prevention, water conservation, and environmental stewardship consistent with Valley County requirements;
- Protect and preserve the natural features of the Community, including wetlands and the surrounding landscape;
- Establish a homeowners association to manage Common Areas and enforce these Restrictions;
- Preserve the long-term value of all Lots within the Community.

ARTICLE II — DECLARATION

Declarant hereby declares that the Property, and each Lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, leased, used, occupied, and improved subject to the following terms, conditions, covenants, easements, and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any Lot, parcel, or portion thereof; shall inure to the benefit of and be binding upon Declarant, Declarant's successors in interest, and each grantee or Owner, or such Owner's successors in interest, or by the Association. Notwithstanding the foregoing, no provision of this Declaration shall be construed so as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales, or leasing offices, or similar facilities on any portion of the Property, nor Declarant's right to post signs incidental to construction, sales, or leasing.

ARTICLE III — DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings specified herein:

"ACC" shall mean the Architectural Control Committee established pursuant to Article VI of this Declaration.

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

"Assessments" shall mean all those payments required of Owners and Association Members, including Regular Assessments, Special Assessments, and Limited Assessments.

"Association" shall mean Tamarack Falls Estates Homeowners Association, Inc., an Idaho nonprofit corporation organized to administer, maintain, and operate the Common Areas and enforce this Declaration, and its successors and assigns.

"Board" shall mean the Board of Directors or other governing body of the Association.

"Building Lot" or "Lot" shall mean one or more lots as specified or shown on the Plat upon which improvements may be constructed. The term shall include single-family residential lots but shall not include Common Area. Phase 1 consists of thirty-eight (38) half-acre Lots located in Blocks 1, 3, and 5, as shown on the recorded Plat.

"By-Laws" shall mean the By-Laws of the Association, as may be amended from time to time.

"Common Area" shall mean all real and personal property, improvements, and facilities owned, leased, or maintained by the Association for the common use and enjoyment of the Owners, as designated on the Plat or by subsequent declaration, including but not limited to: Private Roads, pedestrian pathways, irrigation infrastructure, sewer lift station, domestic well pump house, landscaped areas, lodgepole perimeter fencing, snow storage areas, stormwater management facilities, fire hydrants, common area lighting, cluster mailboxes, and any other areas designated as Common Areas on the Plat.

"Community" shall mean the planned residential community known as Tamarack Falls Estates, including all Lots, Common Areas, and infrastructure as shown on the Plat.

"Declarant" shall mean Tradition Capital Partners LLC, an Idaho limited liability company, and Hess Properties, LLC, an Idaho limited liability company (collectively), their respective successors and assigns, and any entity to which Declarant rights under this Declaration are expressly transferred. The term Declarant shall also include any entity with at least one principal in common with either entity that owns any portion of the Property.

"Declarant Control Period" shall mean the period commencing on the date of recording this Declaration and terminating upon the earlier of: (a) Declarant holds fewer than one (1) Building Lot; or (b) ten (10) years after the date this Declaration is recorded.

"Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Tamarack Falls Estates — Phase 1, as may be amended, supplemented, or restated from time to time.

"Dwelling" or "Residence" shall mean any building or portion thereof situated upon a Lot that is designed and intended for use and occupancy as a single-family residence.

"Improvement" shall mean any structure, facility, or system or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, mailboxes, electrical lines, pipes, pumps, ditches, and fixtures of any kind whatsoever.

"Irrigation System" shall mean the pressurized irrigation system serving the Community, including pumps, lines, valves, sprinkler heads, and all related infrastructure.

"Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

"Member" shall mean each person or entity holding a membership in the Association.

"Owner" shall mean the record owner, whether one or more persons, including Declarant, holding fee simple interest of record to a Building Lot which is part of the Property, and buyers under executory contracts of sale, but excluding those persons having such interest merely as security for the performance of an obligation, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

"Person" shall mean any individual, partnership, corporation, limited liability company, or other legal entity capable of holding title to real property.

"Plat" shall mean the recorded plat of Tamarack Falls Estates, as may be amended, supplemented, or replaced from time to time, together with all sheets, notes, and conditions contained thereon.

"Private Roads" shall mean all roads, streets, and vehicular access ways within the Community designated as private on the Plat, which shall be maintained by the Association.

"Regular Assessment" shall mean the portion of the costs of maintaining, improving, repairing, managing, and operating the Common Areas and all improvements located thereon, and the other costs of the Association, which is to be levied against the Property of and paid by each Owner of the Association pursuant to the terms of this Declaration.

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

"Stormwater Management Facilities" shall mean all detention basins, retention ponds, swales, drainage channels, pipes, culverts, and related infrastructure designed to manage stormwater runoff within the Community, as required by applicable governmental regulations and the approved Stormwater Management Maintenance Plan.

"Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six (6) feet tall standing at ground level on any part of any neighboring Lot, Common Area, or public or private street.

ARTICLE IV — GENERAL AND SPECIFIC RESTRICTIONS

Section 4.1. Structures Generally.

All structures are to be designed, constructed, and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

Section 4.1.1. Use, Size, and Height of Dwelling Structures.

All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling or structure of frame, log, timber frame, stone, or brick construction. No structure shall exceed thirty-five (35) feet in height. No single-family structure shall have a single-level living area of less than three thousand two hundred (3,200) square feet, excluding garages, porches, patios, and unfinished basements. Construction must be started within one (1) year of the purchase date and shall be completed within nine (9) months of commencement. If the one-year period passes without commencement of construction, Declarant shall have the first right of refusal to purchase the Lot back at the initial purchase price. Buyers are prohibited from purchasing Lots for the purpose of resale without construction ("flipping lots").

Section 4.1.2. Accessory Structures.

Detached structures shall be allowed if in conformity with the provisions of this Declaration and as approved by the ACC. There shall be no metal storage or wood storage to any dwelling unit except as approved by the ACC. Garages, shops, and storage sheds shall be constructed of, and roofed with, the same materials, and with similar colors and design as the residential structure on the applicable Building Lot. Each dwelling unit shall have an attached or detached garage to house a minimum of three (3) cars. No metal siding or full metal roofs are allowed.

Section 4.1.3. Exterior of Dwelling Structure — Fencing.

No change shall be made in the color of paint, stain, or other exterior finish to a dwelling unit or structure without prior written approval by the ACC. No fence shall be constructed or installed on any Lot without prior written approval of the ACC. The Association shall maintain a lodgepole perimeter fence surrounding the Community as a Common Area improvement. The ACC shall have the right to control the visual harmony and aesthetic appeal of all structures and improvements on the Building Lots, including but not limited to the texture, design, and color scheme of outside walls, fences, roofs, patio roofs, and landscaping.

Section 4.1.4. Location of Building — Setbacks.

All Dwellings and other structures shall comply with the minimum setback requirements established by Valley County zoning ordinances and as shown on the recorded Plat, or such greater setbacks as may be required by the ACC. In the event of any conflict between Valley County requirements and any setback specified by the ACC, the more restrictive standard shall apply. Unless otherwise specifically approved in writing by the ACC, no structure (exclusive of fences) shall be placed within any setback area. Open porches shall not be considered part of the structure, but any open porch that would extend beyond the building lines shall, prior to construction, require approval of the ACC. For purposes of this section, eaves, steps, chimneys, and gutters shall not be considered part of the structure.

Direct lot access to Tamarack Falls Road, Alpine Road, Woodland Road, and Norwood Road is prohibited; all vehicular access to each Lot shall be via the internal Private Roads of the Community.

Section 4.2. Short-Term Rentals.

Short-term rental of any Lot or Dwelling is permitted, provided that: (a) the use remains consistent with the single-family residential character of the Community and does not constitute a nuisance to neighboring Owners or residents; (b) the Owner complies with all applicable state and local laws and regulations governing short-term rentals, as such laws may be amended from time to time; and (c) the Owner remains responsible for ensuring that all guests and tenants comply with this Declaration, the By-Laws, and any rules and regulations adopted by the Board. The Board may adopt reasonable rules and regulations governing short-term rental activity within the Community.

Section 4.3. Excavation.

No excavation for stone, sand, gravel, earth, or minerals shall be made upon any Building Lot unless such excavation is necessary in connection with the construction of an approved structure thereon. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Building Lot.

Section 4.4. Insurance Rates.

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

Section 4.5. No Further Subdividing.

No Building Lot may be further subdivided.

Section 4.6. Nuisances.

No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Areas or vacant Lots. No odor shall be permitted to arise so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or its occupants or to any other property in the vicinity. All refuse, garbage, and recycling containers shall be kept in covered containers which shall be maintained within an enclosed structure or appropriately screened from view, except when necessarily placed for pick-up by garbage removal services. Vacant Building Lots are to be kept in a clean, natural state. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity. No Owner shall permit any activity which makes or causes noise that unreasonably interferes with the peace and quiet of other Owners or occupants. No offensive noise, language, or behavior is allowed. The term nuisance shall include, but is not limited to, any noise or activity that negatively affects the fair market value of adjacent property, chronic dog barking, and unreasonably loud activities between the hours of 10:00 p.m. and 7:00 a.m. Notwithstanding the foregoing, this Declaration recognizes Idaho Code Section 22-4503 (Right to Farm Act), which provides

that no agricultural operation, agricultural facility, or expansion thereof shall be or become a nuisance, private or public, by reason of changed conditions in or about the surrounding non-agricultural activities after it has been in operation for more than one (1) year, when the operation was not a nuisance at the time it began or was constructed. Owners acknowledge that the Property is located in an area where agricultural operations may exist on surrounding properties, and that such operations shall not be considered a nuisance under this Declaration to the extent protected by Idaho law.

Section 4.7. Exterior Maintenance.

No improvement shall be permitted to fall into disrepair, and each improvement shall be kept in good condition and repair. In the event that any Owner shall permit any improvement, including trees and landscaping for which such Owner is responsible, to fall into disrepair so as to create a dangerous, unsafe, overgrown, weed-infested, unsightly, or unattractive condition, the Board, upon fifteen (15) days' prior written notice to the Owner, shall have the right to correct such condition and to enter upon such Owner's Building Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment in accordance with Article VIII of this Declaration, which Limited Assessment shall be secured by a lien on the Owner's Building Lot and enforceable in the same manner as other liens set forth in Article IX of this Declaration.

Section 4.8. No Hazardous Activities or Storage.

No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. No equipment, containers, lumber, firewood (except as stored pursuant to defensible space requirements), grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No building materials of any kind shall be placed or stored on a Building Lot until the Owner or Builder is ready and able to commence construction.

Section 4.9. No Temporary Structures.

No house trailer, mobile home, tent, shack, or other temporary building, improvement, or structure shall be placed upon any portion of the Property as a residence at any time, either temporarily or permanently. Construction trailers and temporary structures used during the construction of a permanent Dwelling may be permitted with ACC approval and must be removed upon completion of construction or within one hundred eighty (180) days of commencement of construction, whichever occurs first.

Section 4.10. Vehicles, Campers, and Trailers.

No dilapidated, unrepared, inoperable, or unsightly vehicles or similar equipment, as determined in the reasonable discretion of the Board, shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are concealed from view in a manner approved by the ACC using, without limitation, fencing or other landscaping. No recreational vehicles, boats, trailers, campers, motor homes, or heavy commercial vehicles (including semi-trucks, tractor-trailers, and construction equipment not associated with active construction on the Lot) shall be stored, parked, or kept on any Lot or on any Private Road unless completely enclosed within an approved

garage or screened from view by an approved fence or enclosure. Standard pickup trucks and personal-use work vehicles shall not be subject to this restriction.

Section 4.11. Animals and Pets.

No roosters or pigs shall be kept on the premises. Livestock shall not be kept on any Building Lot. Owners may keep a reasonable number of common household pets such as dogs and cats, provided they are properly cared for and do not constitute a nuisance. All dogs must be leashed when outside a dwelling unit, except when in a fenced yard. Chronic dog barking shall be considered a nuisance. No animals shall be kept, bred, or maintained for any commercial purpose. The Board may adopt additional rules governing pet ownership, including limits on the number of pets.

Section 4.12. Landscaping.

The Owner of any Building Lot shall complete front and side yard landscaping within thirty (30) days of occupancy or, if occupancy occurs between October 1 and May 1, within thirty (30) days of the first available planting season following occupancy. All remaining landscaping shall be completed within one (1) year of occupancy. All landscape plans shall be submitted to and approved by the ACC prior to installation. All landscaping shall be designed to minimize water consumption, with the use of drought-tolerant and native plant species adapted to the local high-elevation climate strongly encouraged. All irrigation systems shall include weather-based or soil-moisture-based controllers. Owners shall take reasonable measures to protect water quality on and adjacent to their Lot, including responsible use of fertilizers and herbicides near any waterway, drainage feature, or stormwater facility. A minimum of three (3) trees of a species and size appropriate to the local climate, as approved by the ACC, must be planted in the front yard.

Section 4.13. Pressurized Irrigation System.

Section 4.13.1.

The Community is served by a pressurized Irrigation System. Each Owner shall use the Irrigation System for landscape irrigation purposes only and shall comply with all schedules, rules, and restrictions adopted by the Board, including designated watering days and times. Use of the Irrigation System is limited to landscape irrigation and shall not be used for any commercial purpose.

Section 4.13.2.

Pump house maintenance and the running costs of the Irrigation System shall be a common expense included in Regular Assessments. The Association shall own, operate, and maintain the Irrigation System, including all main lines, pumps, valves, and related infrastructure. Each Owner shall be responsible for maintaining all irrigation components located on their Lot beyond the point of connection, including sprinkler heads, drip lines, and lot-level valves.

Section 4.13.3.

All easements required to provide access for maintenance and operation of the Irrigation System are reserved over, under, and across all Lots and Common Areas as shown on the Plat and as reasonably necessary for the operation of the Irrigation System.

Section 4.14. Domestic Water Supply.

Domestic water service for the Community is provided by North Lake Recreational Sewer and Water District (the "Water District") through a well house located on Lot 1, Block 2, and through the Hawks Bay Well House owned and operated by the Water District. All domestic water mains and distribution infrastructure shall be installed, operated, and maintained in accordance with the requirements of the Idaho Department of Environmental Quality and Valley County. Each Owner shall connect to and utilize the Water District's domestic water system and shall comply with all rules, regulations, and requirements of the Water District. Costs associated with water service shall be assessed by the Water District directly, or through the Association as applicable.

Section 4.15. Sewer and Wastewater.

Sanitary sewer service for the Community is provided by North Lake Recreational Sewer and Water District (the "Water District") through a sewer lift station located on Lot 10, Block 7, owned and operated by the Water District. All sanitary sewer mains and associated infrastructure shall be installed, operated, and maintained in accordance with the requirements of the Idaho Department of Environmental Quality and Valley County. Each Owner shall connect to and utilize the Water District's sanitary sewer system and shall comply with all rules, regulations, and requirements of the Water District. No Owner shall install, construct, or use any septic system, cesspool, or other on-site sewage disposal system on any Lot. Owners shall not discharge hazardous materials, grease, or other prohibited substances into the sewer system.

Section 4.16. Exemption of Declarant.

Nothing contained in this Declaration shall limit or restrict Declarant's right to: (a) complete any development, grading, construction, or improvement of the Property; (b) maintain model homes, construction offices, sales offices, or leasing offices on the Property; (c) post signs incidental to construction, sales, or leasing; (d) exercise any right or power reserved to Declarant in this Declaration; or (e) sell, assign, or transfer Declarant's rights under this Declaration to any successor or assignee. The Restrictions of this Declaration shall not apply to the activities of Declarant in developing the Property.

Section 4.17. Signs.

No signs, billboards, or advertising of any kind shall be displayed on any Lot or Common Area, except: (a) one (1) professionally manufactured "For Sale" or "For Rent" sign not exceeding six (6) square feet in area; (b) signs required by legal proceedings or governmental regulations; (c) address signs and security signs as approved by the ACC; and (d) signs installed by Declarant in connection with the sale and marketing of Lots. The Board may adopt additional rules regarding signage.

Section 4.18. Adoption of Rules.

The Association, through its Board, may adopt reasonable rules not inconsistent with this Declaration relating to the use of the Common Areas and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners. All rules adopted by the Board shall be provided to all Owners within thirty (30) days of adoption.

Section 4.19. Noxious Weed Control.

(a) Each Owner shall control and prevent the spread of noxious weeds on their Lot in accordance with Idaho Code Title 22, Chapter 24 (Idaho Noxious Weed Law) and Valley County noxious weed control ordinances, as amended from time to time. Species of concern in Valley County include, but are not limited to, Spotted Knapweed, Canada Thistle, Orange Hawkweed, Leafy Spurge, Rush Skeletonweed, Yellow Toadflax, Houndstongue, and Oxeye Daisy.

(b) During and following construction, each Owner and their contractors shall take reasonable measures to prevent the establishment of noxious weeds on disturbed soils, including prompt revegetation of exposed areas with approved native or adaptive seed mixes.

(c) The introduction of Eurasian Watermilfoil or any aquatic invasive species into any waterway, drainage feature, or stormwater facility within the Community is strictly prohibited.

(d) The Association shall maintain a noxious weed management program for all Common Areas and may participate in Valley County cost-share programs for weed control.

(e) If an Owner fails to control noxious weeds on their Lot after thirty (30) days' written notice from the Association, the Association may enter upon the Lot to perform weed control and assess the cost as a Limited Assessment against the Lot.

Section 4.20. Wildfire Defensible Space.

All Owners shall establish and maintain defensible space around all Dwellings, accessory structures, and outbuildings in accordance with the Valley County Wildland Urban Interface Fire Protection Plan (2018), as amended, and any applicable requirements of the Donnelly Rural Fire Protection District. At minimum, the following zones shall be maintained:

(a) Zone 1 (0–30 feet from structures): Grasses shall be maintained at six (6) inches or less. Trees shall be spaced a minimum of ten (10) feet apart (drip line to drip line). All coniferous trees shall be limbed up to eight (8) feet above ground. All dead and downed wood and accumulated debris shall be removed. Firewood shall be stored a minimum of thirty (30) feet from any structure.

(b) Zone 2 (30–100 feet from structures): Vegetation shall be thinned to reduce fuel density. Dead trees, down timber, and accumulated slash shall be removed. On sloped sites, defensible space shall be extended up to two hundred (200) feet or more downhill from structures, consistent with Valley County Fire Prevention guidance.

(c) Common Area Maintenance: The Association shall remove dead and downed woody materials, dead or dying trees, and slash from all Common Areas. All slash shall be removed, mulched, or burned within twelve (12) months of accumulation. The Association shall coordinate with the Donnelly Rural Fire Protection District for periodic review and compliance.

(d) Highly flammable plant species (such as juniper, arborvitae, and ornamental grasses) shall not be planted within the defensible space zones. All landscaping within the defensible space zones shall utilize fire-resistant plant species.

(e) Failure to maintain defensible space shall be a violation of this Declaration. The Association may, upon thirty (30) days' written notice, enter upon any Lot to perform defensible space maintenance and assess the cost as a Limited Assessment.

Section 4.21. Outdoor Lighting.

All exterior lighting within the Community shall comply with Valley County Outdoor Lighting Ordinance No. 05-02, as amended from time to time, and the following additional standards: (a) all exterior lighting fixtures shall be fully shielded and directed downward so as not to produce glare or light trespass onto neighboring properties; (b) the color temperature of all exterior LED lighting shall not exceed three thousand (3,000) Kelvin; (c) no exterior lighting fixture shall exceed thirty (30) feet in height; (d) mercury vapor lamps are prohibited; (e) flashing, intermittent, rotating, or moving lights are prohibited, except for temporary holiday displays of reasonable duration; (f) exterior lighting on the front elevation of all Dwellings is encouraged and shall be subject to ACC approval; (g) exterior light posts near the front entry are encouraged; style and finish shall complement the architectural character of the Community and be approved by the ACC; and (h) all ACC applications for new construction shall include a lighting plan showing the location, type, height, shielding, color temperature, and lumen output of all proposed exterior lighting.

Section 4.22. Wood-Burning Devices.

Each Lot shall be permitted no more than one (1) wood-burning device, which may be a fireplace, wood stove, or fire pit. All wood-burning devices shall be EPA-certified or equivalent and shall comply with all applicable air quality regulations and requirements of the Donnelly Rural Fire Protection District. The ACC must approve the location and design of any exterior fire pit or fireplace prior to installation. All campfires shall be in an approved fire pit as determined by the Fire Department, with a fire extinguisher or water hose accessible. Open burning of debris, trash, or yard waste is strictly prohibited.

Section 4.23. Accessory Dwelling Units.

Pursuant to Idaho Code Section 55-618, as enacted by Idaho House Bill 166 (effective July 1, 2023), this Declaration shall not prohibit the construction or use of an accessory dwelling unit that is internal to an existing single-family dwelling (including within attached garages). External or detached accessory dwelling units on any Lot shall require prior written approval of the ACC and shall be subject to applicable Valley County zoning regulations.

ARTICLE V — THE ASSOCIATION

Section 5.1. Organization.

Tamarack Falls Estates Homeowners Association, Inc. shall be organized by Declarant as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the By-Laws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.2. Membership.

Every Owner of a Building Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. When more than one person holds an interest in a Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as provided in Section 5.3.

Section 5.3. Voting.

The Association shall have two (2) classes of membership:

Section 5.3.1. Class A Members.

Class A Members shall be all Owners other than Declarant. Each Class A Member shall be entitled to one (1) vote per Building Lot owned. When more than one person holds an interest in a Lot, they shall designate one person to cast the single vote for that Lot. Only one vote may be cast for each Lot regardless of the number of co-owners.

Section 5.3.2. Class B Members.

The Class B Member shall be Declarant (also referred to herein as "Grantor"). The Class B Member shall be entitled to ten (10) votes for each approved building lot owned by someone other than Declarant. The Class B membership shall cease and the Class B Member shall become a Class A Member on the happening of either of the following events, whichever occurs earlier: (a) the Class B Member holds fewer than one (1) building lot; or (b) ten (10) years after the date this Declaration is recorded in the official records of Valley County, Idaho.

Section 5.3.3. Fractional Vote.

No fractional vote shall be cast at any meeting of the Association. If the owners of any Lot are unable to agree on the vote to be cast for such Lot, the vote for that Lot shall not be cast. Any person who presumes to cast a vote on behalf of a Lot and exercises such vote shall be conclusively presumed, for all purposes that such person was acting with authority and consent of all joint owners of the Lot from which the vote derives.

Section 5.4. Board of Directors and Officers.

The affairs of the Association shall be conducted and managed by a Board of Directors and such Officers as the Board may elect or appoint, in accordance with the Articles and By-Laws, as the same

may be amended from time to time. The Board of Directors shall consist of no fewer than three (3) members. During the Declarant Control Period, Declarant shall have the right to appoint and remove all members of the Board. Upon termination of the Declarant Control Period, the Owners shall elect the Board of Directors in accordance with the By-Laws.

Section 5.5. Powers and Duties of the Association.

The Association, acting through its Board, shall have the following powers and duties in addition to those set forth elsewhere in this Declaration and in the Association By-Laws:

Section 5.5.1. Assessments.

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

Section 5.5.2. Right of Enforcement.

The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin, or cure, any breach or threatened breach of this Declaration, the Articles, or the By-Laws.

Section 5.5.3. Emergency Powers.

The power, exercised by the Association or by a person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property, or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

Section 5.5.4. Common Areas — General Maintenance.

The duty to maintain, repair, and replace all Common Areas and shared infrastructure in good condition and repair, including all Private Roads, the Irrigation System, the sewer lift station, the domestic well pump house, stormwater management facilities, fire hydrants, Common Area landscaping, perimeter fencing, cluster mailboxes, and Common Area lighting.

Section 5.5.5. Private Roads.

All roads within the Community are private and shall be owned and maintained by the Association. The Private Roads include, but are not limited to: Margot Dr (Private), Syringa Dr (Private), Timber Circle (Private), Evergreen Circle (Private), Alpine Rd (Private), Caribou Circle (Private), and Navajo Rd (Private), and any other roads designated as private on the Plat. The Association shall be responsible for all maintenance, repair, resurfacing, snow removal, and replacement of the Private Roads. Each Owner and their families, tenants, guests, and invitees shall have a non-exclusive easement for ingress, egress, and access over all Private Roads.

Section 5.5.6. Snow Removal.

The Association shall be responsible for snow removal on all Private Roads, cul-de-sacs, Common Area sidewalks, pedestrian pathways, and cluster mailbox areas. Each Owner shall be

responsible for snow removal on their individual driveway and walkways. The costs of Common Area snow removal shall be included in the Regular Assessment.

Section 5.5.7. Overflow Parking and Snow Storage.

Designated overflow parking and snow storage areas, as shown on the Plat or as otherwise designated by the Board, shall be maintained by the Association and shall be available for use by all Owners and residents. The Association may adopt rules governing the use of overflow parking areas, including time limits and vehicle type restrictions.

Section 5.5.8. Mailboxes.

All mailboxes will be located as cluster box units near the community entry as designated by the Association. No individual mailboxes shall be permitted on any Lot.

Section 5.5.9. Licenses, Easements, and Rights of Way.

The power to grant and convey to any third party such licenses, easements, and rights-of-way in or under the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation of health, safety, convenience, and welfare of the Owners, including for the purpose of constructing, erecting, operating, or maintaining utility lines, cables, pipes, and other facilities.

Section 5.5.10. Stormwater Management.

The Association shall own, operate, and maintain all stormwater management facilities within the Community in accordance with the approved Stormwater Management Maintenance Plan, recorded as Instrument No. _____ [PENDING]. This obligation shall continue in perpetuity. The Association shall comply with all applicable federal, state, and local regulations regarding stormwater management.

Section 5.5.11. Maintenance of Berms, Retaining Walls, and Fences.

The Association shall be responsible for the maintenance, repair, and replacement of all community berms, retaining walls, and the lodgepole perimeter fence within the Common Areas. Individual Owners shall be responsible for any fencing, walls, or retaining structures on their respective Lots that are not part of the Common Areas.

Section 5.5.12. Taxes and Assessments.

Pay all real and personal property taxes and assessments separately levied against the Common Areas or against the Association and any other property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, in the Board's discretion, provided that any such contest shall be maintained in good faith and with reasonable diligence.

Section 5.5.13. Water and Other Utilities.

Manage, maintain, and pay for all utilities serving the Common Areas, including electricity, propane (as supplemental fuel), telephone, and any other utility services as may be necessary. The primary energy utility serving the Community is Idaho Power. Supplemental heating fuel shall be propane. Owners shall be responsible for establishing their own propane service contracts for individual Lot use. No natural gas service is available in the area.

Section 5.5.14. Insurance.

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

(a) Fire insurance, including those risks embraced by coverage of the type known as special form coverage, for the full insurable replacement value of all improvements, equipment, and fixtures located within the Common Areas.

(b) Comprehensive public liability insurance insuring the Board, the Association, Declarant, and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per person for bodily injury or death, One Million and No/100 Dollars (\$1,000,000.00) per occurrence for bodily injury or death, and One Million and No/100 Dollars (\$1,000,000.00) per occurrence for property damage.

(c) Directors and officers liability insurance as deemed necessary by the Board.

(d) Such other insurance, including workers compensation insurance and fidelity bonds, to the extent necessary to comply with all applicable laws, as the Board shall deem necessary or required to carry out the Association's obligations.

(e) The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies and shall have full power to receive such Owners' interests in such proceeds and to deal therewith for the repair, restoration, or replacement of insured property.

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

(g) Each Owner may obtain insurance at such Owner's expense providing coverage upon such Owner's Lot, such Owner's personal property, and for such Owner's personal liability. Such policies shall contain a waiver of the insurer's right of subrogation against the Association, the Board, the other Owners, and their respective agents and guests.

Section 5.5.15. Enforcement of Restrictions and Rules.

The power to enforce the provisions of this Declaration, the By-Laws, and the rules and regulations adopted by the Board, including the right to impose fines, levy Limited Assessments, and pursue all available legal and equitable remedies. Prior to imposing any fine, the Owner shall be given written notice of the alleged violation and an opportunity to be heard before the Board.

Section 5.6. Personal Liability.

Each Owner shall be fully liable for any damage to any Common Area sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenants or contract purchasers, or such Owner's family, guests (both minor and adult). In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other assessments.

Section 5.7. Budgets and Financial Statements.

Section 5.7.1. Operating Statements.

The Board shall prepare or cause to be prepared a proposed annual budget not less than thirty (30) days before the commencement of each fiscal year. The budget shall include all anticipated operating expenses, management fees, insurance premiums, taxes, reserve contributions, and all other anticipated costs of the Association for the coming year. The Board shall present the proposed budget to the Members at or before the annual meeting.

Section 5.7.2. Balance Sheet.

The Association shall maintain accurate books of account showing the financial condition of the Association. The Board shall cause a compilation or review of the Association's financial statements to be prepared by an independent accountant annually, or as otherwise required by the Board or applicable Idaho law. Such financial statements shall be made available to any Member upon written request.

Section 5.8. Meetings of the Association.

An annual meeting of the Members shall be held once each fiscal year at such time and place within Valley County, Idaho as the Board shall designate. Special meetings of the Members may be called at any time by: (a) the President; (b) a majority of the Board; or (c) written petition signed by Members representing at least twenty-five percent (25%) of the total votes in the Association. Written notice of each annual or special meeting shall be given to every Member not less than fifteen (15) days nor more than sixty (60) days before the meeting. The presence in person or by proxy of Members representing at least thirty percent (30%) of the total votes in the Association shall constitute a quorum. All regular Board meetings shall be open to attendance by Members of the Association.

ARTICLE VI — ARCHITECTURAL CONTROL AND DESIGN CRITERIA

Section 6.1. Architectural Design Criteria.

The following minimum design criteria shall apply to all structures constructed within the Community. These criteria may be supplemented by written Design Standards and Guidelines adopted by the ACC, which shall be provided to all Owners. In the event of any conflict between these criteria and any Design Standards and Guidelines adopted by the ACC, the more restrictive standard shall apply.

- Minimum single-level living area of three thousand two hundred (3,200) square feet, excluding garages, porches, patios, and unfinished basements;
- Maximum building height of thirty-five (35) feet from finished grade to the highest point of the roof;
- Split-level and walkout basement designs are permitted where consistent with the natural topography of the Lot and approved by the ACC;
- Minimum three (3)-car garage. Garage shall be proportional to the house and shall not dominate the front elevation. Side entry, circular drive, or other alternative garage configurations are highly encouraged;
- Roof pitch, color, design, and material shall be subject to ACC approval. Architectural shingles with a thirty (30)-year minimum warranty are required at a minimum;
- ACC reserves the right to reject plans that lack integrity and balance according to their judgment;
- Exterior design, materials, and colors shall be subject to ACC approval. Use of different siding styles is highly recommended for visual interest;
- Soffits shall be finished and consistent with the overall architectural style of the Dwelling. Box, returned, open rafter tail, or other soffit treatments appropriate to mountain architectural styles may be approved by the ACC;
- Windows must have relief or additional trim materials to give definition;
- Stone, brick, or stucco accents may be waived if the ACC determines in writing that the proposed design achieves comparable architectural appeal;
- Minimum eight (8)-inch fascia boards on all structures;
- Minimum twelve (12)-inch roof overhang;
- No vinyl or metal siding except soffit and fascia boards;
- Driveways shall be paved (concrete or asphalt) or constructed of an alternative hard surface approved by the ACC, with corrugated pipe or other appropriate drainage installed at the entry;
- Under-eave soffit can lights or equivalent exterior lighting on the front elevation of all Dwellings are encouraged and subject to ACC approval;
- Each Lot is encouraged to have an exterior light post installed within five (5) to ten (10) feet of the front entry; style and finish shall be approved by the ACC and shall complement the architectural character of the Community;

- Garages, shops, and storage sheds shall be constructed of, and roofed with, the same materials and with similar colors and design as the principal Dwelling;
- Exterior colors shall be earth tones, muted natural colors, and colors that complement the natural setting, subject to ACC approval.

Section 6.2. Architectural Control Committee.

The Architectural Control Committee ("ACC") is hereby established to review and approve or disapprove all plans for the construction, modification, alteration, or improvement of any structure, landscaping, or other Improvement on any Lot within the Community. The ACC shall consist of no fewer than three (3) members. During the Declarant Control Period, all members of the ACC shall be appointed by Declarant. After the Declarant Control Period, ACC members shall be appointed by the Board. Members of the ACC need not be Owners or Members of the Association. The ACC may retain architects, engineers, landscape designers, and other professionals to assist in the review of applications.

Section 6.3. Approval by Committee.

No construction, alteration, modification, or Improvement of any kind shall be commenced on any Lot until complete plans and specifications have been submitted to and approved in writing by the ACC. Submissions shall include, at a minimum: (a) a site plan showing the location of all proposed improvements, setbacks, driveways, and landscaping; (b) complete architectural plans, including exterior elevations, floor plans, and material specifications; (c) a landscape plan; (d) a color and materials board; (e) a grading and drainage plan; and (f) a lighting plan. The ACC shall approve or disapprove plans within thirty (30) days of receipt of a complete submission. The ACC may, in its sole discretion, grant variances from the Design Criteria when it determines that such variance is justified by the unique characteristics of the Lot, the proposed improvement will not adversely affect neighboring properties, and the overall intent and purpose of this Declaration will be preserved.

Section 6.4. Rules and Regulations.

The ACC may adopt rules and regulations governing the submission and review of applications, construction activities on Lots, and such other matters as are within the ACC's authority under this Declaration. The ACC may impose reasonable fees for the review of applications. The ACC shall maintain records of all applications and approvals. The ACC shall report its activities to the Board at least quarterly.

ARTICLE VII — RIGHTS TO COMMON AREAS

Section 7.1. Rights Generally.

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

- (a) The right of the Association to levy and collect assessments;
- (b) The right of the Association to suspend the voting rights and right to use of Common Areas by an Owner for any period during which any assessment or charge against such Building Lot remains unpaid;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by Members representing at least two-thirds (2/3) of the voting power of the Association;
- (d) The right of the Association to prohibit the construction of improvements, or to establish rules governing use, within any designated Common Area or easement;
- (e) The right of the Association to publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Areas.

Section 7.2. Common Area Features and Infrastructure.

The Common Areas include, but are not limited to, the following:

- All Private Roads, cul-de-sacs, and related rights-of-way within the Community;
- Pedestrian pathways and trail systems;
- The pressurized Irrigation System, including pumps, main lines, lateral lines, valves, and related infrastructure;
- The sewer lift station and all associated equipment, piping, and infrastructure;
- The domestic well pump house and all associated equipment, piping, and water distribution infrastructure;
- Stormwater management facilities, including detention basins, swales, and drainage infrastructure;
- Snow storage areas as designated on the Plat;
- Lodgepole perimeter fencing surrounding the Community;
- Common Area landscaping, lighting, and signage;
- Cluster mailbox units and associated pads and structures;
- Fire hydrants and wildfire prevention infrastructure;
- Entry features and monuments;
- Any other areas or improvements designated as Common Areas on the Plat or by subsequent declaration.

Section 7.3. Designation of Common Areas.

Common Areas may be designated on the Plat, by the Association through dedication or acquisition, or by Declarant through the annexation of additional phases. The Association shall hold title to all Common Areas for the benefit of all Owners. No Owner shall have any right to use the Common Areas for any purpose other than those permitted by this Declaration and the rules and regulations of the Association.

Section 7.4. Delegation of Rights.

Any Owner may delegate, in accordance with the By-Laws of the Association, such Owner's right of enjoyment of the Common Areas to the members of such Owner's family, and to such Owner's tenants or contract purchasers who reside on such Building Lot, subject to the rules and regulations adopted by the Board.

Section 7.5. Damages.

Each Owner shall be fully liable for any damage to any Common Area sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family or guests, both minor and adult. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other assessments.

ARTICLE VIII — ASSESSMENTS

Section 8.1. Covenant to Pay Assessments.

By acceptance of a deed to any Building Lot or other property within the Community, each Owner hereby covenants and agrees, whether or not it shall be so expressed in the deed, to pay when due all assessments or charges made by the Association, including all Regular Assessments, Special Assessments, and Limited Assessments made against such Owner pursuant to the provisions of this Declaration.

Section 8.2. Assessment Constitutes Lien.

Such assessments and charges, together with interest, costs, and reasonable attorney fees which may be incurred in collecting the same, shall be a charge and continuing lien upon the Lot owned by the Owner who is obligated to the Association for such assessments or charges.

Section 8.3. Assessment Is Personal Obligation.

Each such assessment, together with interest, costs, and reasonable attorney fees, shall be the personal obligation of the Owner of the particular Lot against which such assessment is made, beginning at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but shall remain such Owner's personal obligation regardless of whether the Owner remains an Owner.

Section 8.4. Regular Assessments.

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

Section 8.4.1. Purpose of Regular Assessments.

The proceeds from Regular Assessments shall be used to pay for all costs and expenses incurred by the Association, including legal and attorney fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas and all improvements located thereon, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Areas or other property of the Association that must be replaced and maintained on a regular basis.

Section 8.4.2. Computation of Regular Assessments.

The Board shall compute the amount of Regular Assessments on a regular basis beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot in the Community occurred. Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) days or more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the initiation date until the beginning of the next fiscal year shall be adjusted by an amount which fairly reflects the fact that such period was less than one year.

Section 8.4.3. Amounts Paid by Owners.

The Board may require, in its discretion or as provided in the By-Laws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed by multiplying the Association's total advance estimate of expenses by the fraction produced by dividing the Lots attributable to the Owner by the total number of Lots in the Community.

Section 8.5. Uniform Rate of Assessment.

Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

Section 8.6. Special Assessments.

Section 8.6.1. Purpose and Procedure.

In the event that the Board shall determine that its Regular Assessment for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to cost of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Areas, attorney fees, litigation costs, or other professional fees, the Board shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year without the vote or written consent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment shall be paid.

Section 8.6.2. Consistent Basis of Assessment.

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

Section 8.7. Limited Assessments.

Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against an Owner as a remedy to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Lot into compliance with the provisions of the Articles, By-Laws, and this Declaration.

Section 8.8. Assessment Period.

Unless otherwise provided in the Articles or By-Laws, the assessment period shall commence on April 1 of each year and terminate on March 31 of each year. The first assessment shall be pro-rated according to the number of months remaining from the initiation date to the end of the fiscal year and shall be payable in equal monthly or quarterly installments, as determined by the Board.

Section 8.9. Notice and Assessment Due Date.

Ten (10) days' prior written notice of Regular, Limited, and Special Assessments shall be sent to the Owner of every Lot subject thereto and to any person in possession of such Lot. Assessments shall become delinquent if not paid within ten (10) days after the due date and shall accrue a late charge of ten percent (10%) of the total amount due. Payments that are more than twenty (20) days delinquent shall accrue interest at eighteen percent (18%) per annum, calculated from the date of delinquency to and including the date full payment is received by the Association. Each Owner is personally liable for assessments, together with interest, costs, and attorney fees, and no Owner may exempt such Owner from such liability by waiver of the use or enjoyment of the Common Areas, or by lease or abandonment of such Owner's Lot.

Section 8.10. Estoppel Certificate.

The Association, upon at least twenty (20) days' prior written request, shall execute, acknowledge, and deliver to the party making such request a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot.

Section 8.11. Special Notice and Quorum Requirements.

Notwithstanding anything to the contrary contained in either the By-Laws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of attaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members and to any person in possession of a Lot, not less than fifteen (15) days or more than thirty (30) days before such meeting. At the first such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE IX — ENFORCEMENT OF ASSESSMENTS: LIENS

Section 9.1. Right to Enforce.

The Association has the right to collect and enforce its assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner, shall be deemed to covenant and agree to pay each and every assessment provided for in this Declaration and agrees to the enforcement of all assessments in the manner herein specified. In the event an attorney is employed for the collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representatives may enforce the obligations of the Owner to pay such assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to Section 9.3 to foreclose the lien created hereby.

Section 9.2. Assessment Liens.

Section 9.2.1. Creation.

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

Section 9.2.2. Claim of Lien.

Upon default of any Owner in the payment of an assessment, the Association may cause to be recorded in the office of the Valley County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges, a sufficient description of the Building Lot against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment of such delinquent sums and charges, the Association shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges.

Section 9.3. Method of Foreclosure.

Such lien may be foreclosed by appropriate action in court or by non-judicial power of sale by the Association, its attorneys, or other persons authorized to make the sale. Such non-judicial power of sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or

director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such non-judicial power of sale.

Section 9.4. Required Notice.

The Association shall not initiate foreclosure of any lien without first providing the Owner with written notice of the delinquency and an opportunity to cure within thirty (30) days. Such notice shall specify the amount of the delinquency, the nature of the obligation, and the consequences of failure to cure, including the right of the Association to foreclose the lien.

Section 9.5. Subordination of Liens.

The lien of the Association for assessments shall be subordinate to the lien of any first mortgage or deed of trust upon a Building Lot that was recorded prior to the date the assessment became delinquent, provided that such mortgage or deed of trust was made in good faith and for good value. Sale or transfer of any Building Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of any assessments that became due prior to such sale or transfer; however, such sale or transfer shall not relieve the prior Owner from personal liability for assessments.

Section 9.6. Duration of Lien.

The lien for assessments shall continue in force until all assessments, together with interest, costs, and attorney fees, have been paid in full. The Association shall release the lien of record within thirty (30) days of receipt of payment in full.

Section 9.7. Rights of Beneficiaries and Mortgagees.

Any beneficiary under a deed of trust or mortgagee under a mortgage on a Building Lot who acquires title to such Building Lot by foreclosure or deed in lieu of foreclosure shall take such title free and clear of any lien for assessments that became due prior to the date of such acquisition of title, but shall take subject to all assessments coming due after such acquisition. Such beneficiary or mortgagee shall not be personally liable for assessments that accrued prior to acquisition of title.

ARTICLE X — EASEMENTS

Section 10.1. Utility Easements.

Easements for the installation, maintenance, repair, and replacement of utility lines and systems, including water, sewer, electricity, propane, telephone, cable, and internet services, are reserved as shown on the Plat and as may be required by the applicable utility providers. As established by the recorded Plat: (a) all lot lines common to public streets are designated to have a twenty (20) foot permanent easement for public utilities, street lights, irrigation, and lot drainage, which easement shall not preclude the construction of hard-surfaced driveways for access to individual Lots; (b) unless otherwise shown on the Plat, all Lots are designated as having a seven and one-half (7.5) foot permanent easement on each side of the interior side lot lines; and (c) a twenty (20) foot permanent easement contiguous to all rear lot lines is reserved for public utilities, irrigation, and lot drainage. No Owner shall construct any improvement or plant any tree or shrub within any utility easement that would interfere with the installation, maintenance, or operation of utilities. Where utility house connections are installed within the Property, no Owner shall obstruct, fill, alter, or otherwise interfere with such easements without the prior written approval of the Association.

Section 10.2. Access Easements.

Easements for access, ingress, egress, and use over and across all Private Roads and pedestrian pathways are hereby granted to each Owner and their families, tenants, guests, and invitees residing on or temporarily visiting the Property, for vehicular access, pedestrian use, and such other purposes as are reasonably necessary for the use and enjoyment of a Building Lot or Common Area. The Association, its agents, employees, contractors, and authorized service providers shall have a non-exclusive easement for access to all Common Areas and to any Lot for the purpose of performing maintenance, enforcement, or emergency services.

Section 10.3. Drainage and Stormwater Easements.

Easements for drainage and stormwater management are reserved as shown on the Plat and as necessary for the proper drainage of the Community, in accordance with the Stormwater Management Maintenance Plan. The Association and its agents shall have the right to enter upon any Lot within any drainage easement to perform maintenance, repair, and inspection of drainage facilities. No Owner shall fill, alter, or obstruct any drainage or stormwater easement area without the prior written approval of the Association and applicable governmental authorities.

Section 10.4. Irrigation Easements.

Easements for the installation, maintenance, repair, and replacement of the pressurized Irrigation System are reserved over, under, and across all Lots and Common Areas as shown on the Plat and as reasonably necessary for the operation of the Irrigation System. The Association and its agents shall have the right to enter upon any Lot to maintain, repair, or replace irrigation infrastructure.

Section 10.5. Emergency Access.

An easement is hereby granted to all police, fire, ambulance, and other emergency service providers for access to all Lots and Common Areas within the Community in the event of an emergency.

ARTICLE XI — MISCELLANEOUS

Section 11.1. Term.

The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run with the land and shall be binding upon all Owners, their heirs, successors, and assigns until [December 31, 20__], unless amended as herein provided. After [December 31, 20__], such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Valley County Recorder.

Section 11.2. Amendments.

Section 11.2.1. By Declarant.

Until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to, or terminated by Declarant by recordation of a written instrument setting forth such amendment or termination.

Section 11.2.2. By Owners.

Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association, certifying that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Valley County Recorder. Any amendment to this Article shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association. During the Declarant Control Period, no amendment shall be effective without the written consent of Declarant.

Section 11.2.3. Effect of Amendment.

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

Section 11.3. Mortgage Protection.

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

Section 11.4. Notices.

Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no such address has been given to the Association. Notice may also be given by electronic mail if the Owner has consented in writing to receive notices by email.

Section 11.5. Enforcement and Non-Waiver.

Section 11.5.1. Right of Enforcement.

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

Section 11.5.2. Violations and Nuisances.

The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or By-Laws of the Association, is hereby declared a nuisance and will give rise to a cause of action in Declarant, the Association, or any Building Lot Owner within the Property for recovery of damages or for negative or affirmative injunctive relief, or both. Only Declarant, the Association, the Board, or a duly authorized agent of any of them may enforce by self-help any of the provisions hereof, and only if such self-help is preceded by reasonable notice to the Owner.

Section 11.5.3. Violation of Law.

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

Section 11.5.4. Remedies Cumulative.

Each remedy provided herein is cumulative and not exclusive. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

Section 11.5.5. Non-Waiver.

The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision in the future. Any waiver must be in writing and signed by the party granting the waiver.

Section 11.6. Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a quality planned residential community and for the maintenance of property values. The article and section headings are for convenience only and shall not be used in interpreting this Declaration. The singular shall include the plural and the plural the singular;

the masculine shall include the feminine and the neuter; and "shall" is mandatory and "may" is permissive.

Section 11.7. Successors and Assigns.

The terms and conditions of this Declaration shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, and the respective Owner or Owners from time to time of each Building Lot.

Section 11.8. Mortgagees' Right to Satisfy Obligations of the Association.

In the event that the Association shall fail to maintain the Common Areas or otherwise fail to perform its obligations hereunder, any mortgagee or beneficiary of a deed of trust on a Building Lot shall have the right, after thirty (30) days' notice to the Association, to take such action on behalf of the Association as is reasonably necessary to correct the condition and to assess the cost thereof against the Association as an expense of the Association; provided, however, that nothing herein shall require any mortgagee or beneficiary to take any action or impose any obligation upon any mortgagee or beneficiary.

Section 11.9. Annexation.

Declarant reserves the right, but shall not be obligated, to annex additional real property to the Community and subject the same to this Declaration, by recording a Supplemental Declaration in the records of Valley County, Idaho, without the consent of the Association or any Owner, provided that such annexation occurs within ten (10) years of the date of recording this Declaration. After such period, annexation shall require approval by vote or written consent of Members holding at least fifty percent (50%) of the total votes in the Association. Upon annexation, the additional property and the Lots created thereon shall be subject to all provisions of this Declaration, and the Owners of such Lots shall become Members of the Association with all attendant rights and obligations.

Section 11.10. Severability.

If any provision of this Declaration is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity, legality, or enforceability of the remaining provisions, which shall remain in full force and effect.

Section 11.11. Governing Law.

This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho, including but not limited to the Idaho Property Owners Act (Idaho Code Title 55, Chapter 1) and the Idaho Nonprofit Corporation Act (Idaho Code Title 30, Chapter 30).

EXECUTION

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

TRADITION CAPITAL PARTNERS LLC,
an Idaho limited liability company

By: _____

Name: Spencer Kofoed

Title: Manager

Date: _____

HESS PROPERTIES, LLC,
an Idaho limited liability company

By: _____

Name: Tyler Hess

Title: Manager

Date: _____

ACKNOWLEDGMENT

STATE OF IDAHO)

) ss.

County of Valley)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared Spencer Kofoed, known or identified to me to be the Manager of Tradition Capital Partners LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

Notary Public for the State of Idaho

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)

) ss.

County of Valley)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared Tyler Hess, known or identified to me to be the Manager of Hess Properties, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

Notary Public for the State of Idaho

Residing at: _____

My Commission Expires: _____

EXHIBITS

Exhibit A: Legal Description of the Property

[INSERT LEGAL DESCRIPTION FROM PLAT]

Exhibit B: Plat Map

[INSERT COPY OF RECORDED PLAT]

Exhibit C: Stormwater Management Maintenance Plan [PENDING — IN PREPARATION]

[INSERT OR REFERENCE RECORDED STORMWATER MANAGEMENT MAINTENANCE PLAN WHEN COMPLETE]

Exhibit D: Assessment Schedule [PENDING]

[INSERT INITIAL ANNUAL ASSESSMENT AMOUNT ONCE ESTABLISHED BY BOARD]

Exhibit E: Design Standards and Guidelines [PENDING — ACC TO PREPARE]

[TO BE PREPARED AND ATTACHED OR RECORDED SEPARATELY BY THE ACC FOLLOWING FORMATION OF THE ASSOCIATION]

**DECLARATION OF PRIVATE ROADS
FOR
TAMARACK FALLS ESTATES SUBDIVISION, PHASE 1
VALLEY COUNTY, IDAHO**

THIS DECLARATION is made this ____ day of _____, 20__, by **HESS PROPERTIES, LLC**, an Idaho limited liability company, and **TRADITION CAPITAL PARTNERS LLC**, an Idaho limited liability company (collectively, "**Declarant**"), owners of the subdivision known as **Tamarack Falls Estates, Phase 1**.

WHEREAS, Declarant did, on the ____ day of _____, 20__, record in the Office of the Recorder of Valley County, Idaho in Plat Book _____, on page _____, as Instrument No. _____, a subdivision plat of real property located in Valley County, Idaho, known as Tamarack Falls Estates Subdivision, Phase 1 (hereinafter "**Final Plat**"); and

WHEREAS, Declarant is the Owner of the real property described as Tamarack Falls Estates, Phase 1, and Declarant herein; and

WHEREAS, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of the Tamarack Falls Estates, Phase 1 private roads, the maintenance responsibility therefor, and the standards and provisions governing completion thereof.

NOW, THEREFORE, Declarant hereby declares that the roads shown and described by said Final Plat of Tamarack Falls Estates, Phase 1, to wit: **Margot Drive (Private), Syringa Drive (Private), Timber Circle (Private), Evergreen Circle (Private), Alpine Road (Private), Caribou Circle (Private), and Navajo Road (Private)**, and any other roads designated as private on the Final Plat (collectively, the "**Private Roads**"), shall be private and shall remain private property of the Tamarack Falls Estates Homeowners Association, Inc. (the "**Association**") until otherwise dedicated to a public entity by said Association. Each property owner within Tamarack Falls Estates, Phase 1, shall have a perpetual, non-exclusive right of ingress and egress over the Private Roads, which right shall run with the land and be appurtenant to each Lot.

VALLEY COUNTY or any other governmental entity shall not have any obligation whatsoever for the construction and/or maintenance of said Private Roads shown on said Final Plat. The total responsibility for the construction, maintenance, repair, resurfacing, snow removal, and replacement of said Private Roads shall be incumbent on Declarant during the period of development, and thereafter upon the Association, in accordance with the Declaration of Covenants, Conditions, and Restrictions recorded concurrently herewith. **VALLEY COUNTY SHALL HAVE NO RESPONSIBILITY FOR THE COSTS OF THE DESIGN, CONSTRUCTION, MAINTENANCE, UPKEEP, REPAIR, OR REPLACEMENT OF THE PRIVATE ROADS OF THE FINAL PLAT.**

IN WITNESS WHEREOF, the undersigned, being the owners of said Tamarack Falls Estates, Phase 1, have executed this **DECLARATION** the day and year first above written.

HESS PROPERTIES, LLC
Declarant

By:
TYLER HESS
Its Manager

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

On this ____ day of _____, 20__, before me, _____, A Notary Public in and for said State, personally appeared **TYLER HESS**, known or identified to me to be the Manager of HESS PROPERTIES, LLC, the Limited Liability Company that executed the aforesaid Declaration, or the person who executed the Declaration on behalf of said Limited Liability Company, and acknowledged to me that said Company did execute the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at:
My Commission Expires:

TRADITION CAPITAL PARTNERS LLC

Declarant

By:
SPENCER KOFOED
Its Manager

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

On this _____ day of _____, 20____, before me, _____, A Notary Public in and for said State, personally appeared **SPENCER KOFOED**, known or identified to me to be the Manager of TRADITION CAPITAL PARTNERS LLC, the Limited Liability Company that executed the aforesaid Declaration, or the person who executed the Declaration on behalf of said Limited Liability Company, and acknowledged to me that said Company did execute the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at:
My Commission Expires:

**OWNER'S DECLARATION OF UTILITIES — INCLUDING
SEWER, WATER, PRESSURIZED IRRIGATION, POWER, AND
TELECOMMUNICATION FACILITIES FOR
TAMARACK FALLS ESTATES SUBDIVISION, PHASE 1
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **HESS PROPERTIES, LLC**, an Idaho limited liability company, and **TRADITION CAPITAL PARTNERS LLC**, an Idaho limited liability company (collectively, "**Declarant**"), which are the owners of certain lands located in Valley County, Idaho, which are platted as Tamarack Falls Estates Subdivision, Phase 1.

WHEREAS, Declarant did, on the ____ day of _____, 20____, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. _____, in Plat Book _____, on Page _____, the Final Plat for Tamarack Falls Estates Subdivision, Phase 1 (hereinafter "Final Plat").

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

WHEREAS, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of the Tamarack Falls Estates Subdivision, Phase 1 utilities, the maintenance responsibility therefor, and the standards and provisions governing completion thereof.

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

1.Sewage Disposal: Sanitary sewer service for the Subdivision will be provided to each Lot by North Lake Recreational Sewer and Water District (the "District") through a sewer lift station to be located on Lot 10, Block 7, as shown on the Final Plat, owned and operated by the District. All sanitary sewer mains and associated infrastructure shall be installed in accordance with the requirements of the Idaho Department of Environmental Quality and Valley County. Construction of the sewer collection system is the responsibility of Declarant. Ownership and operation of the system will transfer to the District upon acceptance. Each Lot Owner shall be required to connect to the District sewer system. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF THE SEWER SYSTEM.

2.Potable Water: Domestic water service for the Subdivision will be provided by North Lake Recreational Sewer and Water District (the "District") through a community Public Water System, which is permitted by the Idaho Department of Environmental Quality (IDEQ) and operated in compliance with the Idaho Rules for Public Drinking Water Systems — IDAPA 58.01.08. The water supply will be served by a well house to be located on Lot 1, Block 2, as shown on the Final Plat, and through the Hawks Bay Well House owned and operated by the District. Water distribution facilities shall be installed in accordance with IDEQ requirements. Construction of the distribution system is the responsibility of Declarant. Each Lot Owner shall be required to connect to the District water system. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN,

CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF THE WATER SYSTEM.

3.Pressurized Irrigation: A non-potable pressurized irrigation system will be provided for the Subdivision, supplied by an onsite lined pond as shown on the Final Plat. The irrigation system will serve landscape irrigation needs for all Lots and Common Areas. Construction of the pressurized irrigation system, including the pond, pump house, main lines, and distribution infrastructure, is the responsibility of Declarant. Upon completion, the irrigation system, pond, and all associated infrastructure shall be owned and operated by the Tamarack Falls Estates Homeowners Association, Inc. (the "Association"), and all costs of operation and maintenance shall be a common expense of the Association. Water from the pressurized irrigation system is non-potable and shall not be used for human consumption, food preparation, or domestic purposes. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF THE PRESSURIZED IRRIGATION SYSTEM.

4.Power: Electrical power service to the Subdivision will be provided by Idaho Power Company, which is responsible for the design and construction of the electrical power distribution system serving Phase 1. All electrical service lines shall be installed underground adjacent to the roadway in accordance with Idaho Power Company standards. Construction is the responsibility of Idaho Power Company. Declarant is responsible for the installation of conduit and coordination with Idaho Power Company for service connections to each Lot.

5.Telephone and Telecommunications: No telecommunications provider is currently designated to serve Phase 1. Declarant will install underground polyethylene conduit throughout Phase 1 adjacent to the roadway, as shown on the Final Plat, to accommodate future connection by a telecommunications service provider. The conduit infrastructure is being installed to enable future providers to extend service to the Subdivision as availability expands in the area. In the interim, Lot Owners are encouraged to utilize satellite-based internet and communications services such as Starlink. Declarant is responsible for the installation of the conduit. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF ANY TELECOMMUNICATIONS INFRASTRUCTURE WITHIN THE SUBDIVISION.

6.Responsibility for Construction: Responsibility for the costs of construction of the aforesaid utilities rests with Declarant (or with the Owner of the Lot and/or the applicable utility provider, as described above). VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

7.Status and Completion of Utilities: All of the above-described utilities are either installed and completed, or are to be installed and completed by Declarant or the applicable utility provider prior to or concurrent with the recordation of the Final Plat and the issuance of building permits for Phase 1, in accordance with the Valley County Land Use and Development Ordinance and any applicable conditions of approval.

IN WITNESS WHEREOF, the undersigned Owners of the said Tamarack Falls Estates Subdivision, Phase 1, have executed this Declaration the day and year first above noted.

HESS PROPERTIES, LLC
an Idaho limited liability company

By:
TYLER HESS, Manager

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

On this ____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared TYLER HESS, Manager of HESS PROPERTIES, LLC, an Idaho limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires:

TRADITION CAPITAL PARTNERS LLC
an Idaho limited liability company

By:
SPENCER KOFOED, Manager

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

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared SPENCER KOFOED, Manager of TRADITION CAPITAL PARTNERS LLC, an Idaho limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires:

TAMARACK FALLS ESTATES SUBDIVISION, PHASE 1 — DECLARATION OF UTILITIES