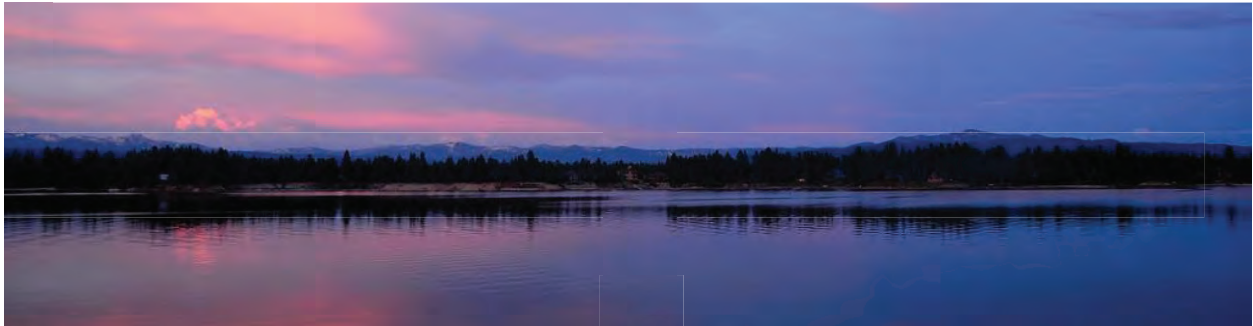


Roseberry Park

A PLANNED UNIT DEVELOPMENT &
MOBILE HOME PARK COMMUNITY

VALLEY COUNTY, IDAHO



CONDITIONAL USE PERMIT/PRELIMINARY PLAT APPLICATION

PREPARED FOR:

VALLEY COUNTY PLANNING AND ZONING

CASCADE, IDAHO 83611

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PREPARED: MARCH 2022

ROSEBERRY PARK SUBDIVISION

A Planned Unit Development
Valley County, Idaho

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**SECTION I
GENERAL INFORMATION**

1. GENERAL INFORMATION

A. Applicant: Roseberry Park, LLC a Delaware LLC
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B. Owner: Timberline Development, LLC
132 SW 5th Ave, Suite 100
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Mark Reichman



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2. OVERVIEW

The applicant Roseberry Park, LLC, is applying for Concept Approval according to Section C of Appendix C of the Valley County Land Use and Development Ordinance for Roseberry Park Subdivision Planned Unit Development (Roseberry Park PUD). The applicant also seeks approval of the Conditional Use Permit/Preliminary Plat for Roseberry Park PUD.

3. PROCESS

Under the terms of the *Valley County Land Use and Development Ordinance*, the PUD Application for Concept Approval is being requested for approval. Each subsequent Phase of the PUD will be submitted for review and approval pursuant to the *Valley County Land Use and Development Ordinance*, and the *Valley County Subdivision Regulations*.

4. PURPOSE

This report has been setup to incorporate several tasks. First, is to present the PUD and receive Conceptual Approval. Second, is to submit the Conditional Use Permit (CUP)/Preliminary Plat application for approval of Roseberry Park PUD

The submittal for Conceptual Approval will be shown in Sections II and III of this report. Section II covers Appendix C, parts A through C, of the *Valley County Land Use and Development Ordinance*, entailing an overview of the PUD Section III covers Appendix C, parts D through K, of the *Valley County Land Use and Development Ordinance* describing submission requirements. Print in *italics* has been reprinted directly from the *Valley County Land Use and Development Ordinance*, while regular type is the applicant's response.

The CUP/Preliminary Plat Application for the subdivision is covered in Section IV. This section covers Chapter 3 of the Valley County Land Use and Development Ordinance.

**SECTION II
ROSEBERRY PARK PUD & MOBILE HOME PARK
SUBMISSION REQUIREMENTS FOR
THE VALLEY COUNTY LAND USE AND DEVELOPMENT ORDINANCE**

A. DEFINITION (9-9-1)

A planned unit development (hereinafter referred to as a PUD) is an area of land controlled by one (1) or more landowners which is to be developed under a single and comprehensive plan of development. Any mix of residential building types, or any mix of residential, commercial, industrial, recreational, and agricultural uses may be permitted to provide greater flexibility in land usage. Additional flexibility in development is furnished because setbacks, height, lot size, density, and other site regulations may differ from those normally imposed for similar uses. Residential units and other buildings, if any, may be constructed by either the developer or individual buyers; however, the application must be accompanied by plans and other documents sufficient for the Administrator, Staff, and Commission to review the application for compliance with the requirements of the ordinance.

A Mobile Home Park is defined as a parcel of land under single ownership which has been planned and improved for the placement of mobile homes for non-transient use.

A Mobile Home Stand is part of an individual lot which has been reserved for placement of the mobile home, appurtenant structures, or additions.

1. Location and Surroundings

Roseberry Park was formerly a portion of The Meadows at West Mountain PUD. The property is located southwest of West Mountain Estates Subdivision, which is located southwest of the intersection of Roseberry Road and Norwood Road. Roseberry Road binds the property to the north and west, The Meadows at West Mountain PUD to the east, Hillhouse Subdivision's No. 1 and No. 2, (See Figure 1 – Vicinity Map in Appendix A).

The surrounding properties consist of residential developments and farmland.

2. Project Overview

Roseberry Park LLC, desires to create on the property a planned unit development with certain Common Areas for the benefit of the development. The project consists of approximately 39.1 acres. The PUD will consist of one phase that will include residential manufactured home sites. The maximum number of residential manufactured home sites shall not exceed 201.

The proposed timeline to complete PUD is shown below.

Completion Timeline

- November 2022 Start date
- 11/2022: grading, stripping and material deliveries
- 12/2022-3/2023: Infrastructure work including all water and sewer rough-in
- 4/2023-5/2023: Roadbeds, asphaltting and electrical infrastructure
- 06/2023-08/2023: set runners and begin receiving homes for installation
- 07/2023: Final close out of PUD
- 07/2023: First occupancies

There shall be approximately 201 residential manufactured home sites in the PUD. On the proposed 39.1 acre PUD, there will be approximately 9.18 acres of recreation/open space, this includes the club house area, open space and a 15 foot landscape buffer the development will be buffered by a 15 foot landscape buffer located between the Meadows at West Mountain's existing single family residential units and the manufactured home sites. The PUD also includes; residential manufactured home sites 24.58 acres, 0.64 acres of new right-of-way dedication (Roseberry Road), and 4.71 acres of private streets. The preliminarily designated use areas and open spaces are depicted on the Land Use Map (Figure 3 in Appendix A), and discussed in greater detail in Section III. The average density within the whole PUD is 5.01 residential unit per acre.

Utilities for the development will include a central and sewer systems, underground power, and telecommunications. The Developer intends to connect into the on-site water supply which is owned and operated by Timberline Development, LLC. The Developer will connect into the existing North Lake Recreational Water & Sewer District central sewer system. The Developer agrees to make the necessary upgrades to the existing sanitary sewer lift station in cooperation with existing North Lake Recreational Water & Sewer District.

The development will be a land lease community managed by the Community Rules and Regulations, a draft is located in Appendix B of this application. These rules and regulations are adapted by the community, set forth the terms and conditions on which the manufactured homes spaces in the community, which are leased to individual by the Owner. Development guidelines common to the entire project are contained in the draft Declaration of Covenants, Conditions and Restrictions.

B. PURPOSE (9-9-2)

The PUD concept allows the site planner to propose the best use and arrangement of development on the parcel of land by reducing the more rigid regulations herein. A PUD is designed so that buildings are clustered together to create open space of common ownership,

preserve natural features and landscape character, more efficiently use the site and to minimize development costs by sharing common walls, shortening and narrowing roads, and concentrating utilities. It is expected that a PUD will provide certain amenities like recreational facilities, landscaping, and natural open spaces for the enjoyment of all owners, employees, etc., and will demonstrate better than average quality of development.

1. Comprehensive Plan Compliance

Roseberry Park PUD is consistent with and furthers the goals of the Valley County Comprehensive Plan, as follows:

- A. The PUD is consistent with residential developments occurring in the area and it provides the needed affordable housing that Valley County needs.
- B. The PUD does not interfere with or detract from any ongoing productive or profitable agricultural enterprise.
- C. The PUD is well adapted to the natural advantages and disadvantages of the site.

2. Compatibility/Impact

The PUD provides clustering manufacture residential homes within the surrounding developments mixed uses. The PUD also provides a community club house with park amenities within the project, designated as recreation/open space, the rural, open characteristics of the property can be maintained. The Roseberry Park PUD blends together with the existing subdivisions and PUD's that border the proposed site boundaries.

C. PUD REVIEW AND DETERMINATION (9-9-3)

In considering whether to approve a PUD, the commission shall determine:

- 1. That the proposed use nets a positive score on the compatibility rating system herein. The compatibility rating shall be computed for the full application as presented to the Commission after revisions requested during any preliminary review or work sessions;*

In the case of PUD's in which the Board determines that it is in the public's best interest that the Board deal exclusively with certain of the nine Compatibility Questions contained in Appendix A, then, subject to the Board's direction, the Commission shall not consider such Questions as part of its Compatibility rating of the proposed use.

- 2. That the proposal works with the characteristics of the site by protecting or highlighting*

attractive features and by minimizing the impact of development where natural constraints exist;

- 3. That the proposal's layout promotes the clustering and separation of different kinds of land uses so that both internal compatibility and common open space can be maintained;*
- 4. That the proposal's layout and design provides economics in the provision of roads and other site improvements; and*
- 5. That it is more desirable to have a PUD than a subdivision or some other singular use and that the PUD is not being proposed simply to bypass or vary the more restrictive standards required of a subdivision, business, industry, or other similar use.*

1. Rating System

The development has not yet received a rating system score.

2. Site Characteristics

The site is a relatively flat with little vegetation or trees, and has been used as a grazing pasture and for farming. There are no natural constraints or attractive site features that will be compromised due to this development.

3. Clustering

The manufactured residential single-family homes are clustered within the development to provide an affordable option to the work force housing needs of Valley County. The open spaces will promote recreational and community uses.

4. Site Improvements

The proposed development's layout is designed around the county's Roseberry Road which is an arterial roadway, the primary access to the Tamarack Resort. The PUD will dedicate the adjacent right-of-way.

5. PUD Submittal

A PUD is being proposed in this location due to the available connection to community water and sewer infrastructure that have the capacity to service this residential development's density.

**SECTION III
SUBMISSION REQUIREMENTS FOR PUD
VALLEY COUNTY LAND USE AND DEVELOPMENT ORDINANCE**

A. TIME FOR COMPLETION (9-9-4)

The proposed development shall be completed within the time specified in the phasing plan. Extensions may be approved by the Commission if it can be shown as necessary, and in the public interest.

1. Phasing

The whole development will be completed within a single phase. The proposed timeline to complete the PUD is shown below.

Completion Timeline

- November 2022 Start date
- 11/2022: grading, stripping and material deliveries
- 12/2022-3/2023: Infrastructure work including all water and sewer rough-in
- 4/2023-5/2023: Roadbeds, asphaltting and electrical infrastructure
- 06/2023-08/2023: set runners and begin receiving homes for installation
- 07/2023: Final close out of PUD
- 07/2023: First occupancies

B. CHANGES FROM APPROVED PLANS (9-9-5)

Changes in building design and layout may be approved by the Commission if it can be shown as being necessary or more desirable.

The Applicant will meet with the Planning and Zoning Commission and the Board of Commissioners to review the progress of the development and to revise as necessary so that incremental impacts can be prudently identified and mitigated prior to the final project completion.

C. SUBMISSION REQUIREMENTS (9-9-6)

In addition to the items required for a Conditional Use Permit, graphic and written material shall also be submitted regarding:

1. Lots and Buildings

Proposed front, side, and rear setbacks as different from those required under normal standards for like uses and any other changes in similar kinds of standards including, but not limited to, building height, minimum number of parking spaces per unit, street widths, and lot size.

The proposed standards regarding lots and buildings shall be in accordance with the Declaration of Covenants, Conditions and Restrictions and Design Guidelines for Roseberry Park (see Appendix B). The proposed setback reductions are required to increase the site density in order to provide the work force housing needed in Valley County. Setbacks, minimum manufactured home sites and other restrictions are set forth in preliminary plat (see Drawings).

2. Building Sites

Proposed building sites if these are to be indicated without or in addition to lots, complete with dimensions.

The proposed manufactured home sites will be leased areas. The building sites standards regarding buildable areas shall be in accordance with the Declaration of Covenants, Conditions and Restrictions and Design Guidelines for Roseberry Park (see Appendix B)

3. Open Space

Common open space and facilities with conditions for their permanency.

Approximately 9.18 of the 39.1 acres of proposed lots within the entire existing and proposed PUD will be platted as designated recreation/open space. These plated open lots and easements reserved have two primary functions; 1) the large open area that is centralized within the community, serves as a gathering area recreational use, 2) the small lots that are located at the road terminus and around the development's perimeter provide natural visual buffers for the development. These areas will also be used for snow storage due to their strategic positioning. The proposed amenities within the large gathering area will include; a) 2,000 square foot clubhouse with social room, shared office space, kitchen, bathrooms, and a gym. The surrounding open space will include a playground, dog park, natural trails, bike repair and cleaning station, and a pickle ball court. The preliminary designated use areas and open space are depicted on the Land Use Map (see Figure 3 in Appendix A). The total amount of open space is defined as:

A portion of real property devoid of buildings and other physical improvements, except

where accessory to the provision of recreation or fish and wildlife habitat improvements, or any natural break which serves one of the following functions:

- *Provides relief from monotonous building arrangements*
- *Conserve or preserve natural, historic and other amenities with social of cultural value*
- *Maintains the natural water table level or preserves wetlands*

4. Phase Development

Phase of development, to be shown geographically and indicating stages in the construction program and time schedule for progressive completion.

Roseberry Park PUD will be completed in a single phase.

5. CC&R's and Design Guidelines

An outline of the restrictive covenants expressing key provisions.

Refer to Appendix "B" regarding Declarations of Covenants, Conditions and Restrictions.

6. Road Maintenance

Plans for maintaining roads, parking, and other areas of circulation, snow removal, and any other necessary upkeep.

All roads within the PUD will be private and maintained by the Property Owner. As a Land Lease Community Company, Three Pillar Communities prides itself on ongoing monitoring and maintenance of all roads, community parking spaces, common areas and other amenities for our residents.

Snow Removal and Storage – The Community shall be subject to snow storage maintenance contract, wherein, all removed snow and ice shall be stored on site or transported to a legal off-site snow storage area. At no time shall snow or ice removed from the Development be placed, stored, or allowed to remain on the Right-of-Way, or other unauthorized city, county or third-party private property not approved under said snow removal contract.

Snow Storage (on-site) – while the Community shall be subject to snow storage maintenance contract, locations of on-site storage are depicted on the attached project drawings. Refer to Appendix "A".

7. Drainage Patterns and Water Quality

Plans for surface water management.

The proposed development will not significantly alter the existing drainage patterns and flows. The development will use Best Management Practices (BMP's) as outlined in the "*Handbook of*

Valley County Stormwater Best Management Practices” to capture, disperse and treat surface water in a series of grassy swales, retention areas and other accepted methods. BMP’s will be used to naturally filter pollutants, and provide nutrient uptake before stormwater enters the existing drainage patterns. Water quality for the development should significantly improve by the elimination of the present land use of cattle grazing and flood irrigation. In addition, surface water quality will be addressed during and after construction of the development. Improvements will focus on limiting the area of disturbance and treating the surface water as close to the source as possible.

The design criteria for storm water treatment and design will be as follows:

1. The design for large storm water runoff will comply with the 50-year storm using the ITD rain on snow nomo graphs.
2. The design for the local road storm water conveyance will comply with the 10-year storm using ITD rain on snow nomo graphs.
3. Storm water treatment will be for 1/3 of the 2-year event.

Specific plans will be submitted for review and approval.

8. Conditional Use Permits

Any other information deemed necessary by the Commission because of the proposed use.

The developer shall use its reasonable efforts to hire qualified City and County residents for jobs at the Project. Developer shall abide by all local hiring commitments. This development is specifically being built to alleviate the longer-term issues of housing unaffordability in the County. Accordingly, the Developer will work with the local agencies to minimize additional burden while working to bring this much needed workforce housing resource on-line.

D. STANDARDS (9-9-7)

1. PUD Acreage

The minimum number of acres that may comprise a PUD is two (2) acres.

The proposed total acreage for the PUD is approximately 39.1 acres.

2. Site Improvement Standards

Streets, utilities, and other site improvements shall be installed, or proper provision shall be made for their later installation, at the developer’s expense prior to recording the plat. Streets shall be constructed in accordance with the minimum standards set forth in Chapter III and all references made therein if they are to be dedicated to the County.

a. Roads:

1. All roads within the PUD will be private and maintained by the Property Owner.
2. All roads will adhere to Valley County standards.
3. Precise road alignments and widths will be identified in the Final Plat.

b. Water System

1. Timberline Development LLC's community water system has agreed to accept and serve this developments domestic and fire flow needs.

c. Sanitary Waste

1. The NLSWD has agreed to accept, transport, treat and dispose of the development's sewage.

d. Solid Waste

1. The development's solid waste collection will function on the same basis as other Valley County property owners. We have contacted Lake Shore Disposal, Inc to provide sanitary solid waste disposal during construction and for future residential garbage pickup service. There will be a mandatory garbage pickup for each manufactured home site. A central dumpster will also be located in near the club house parking lot.

e. Utilities

1. Power, telephone and cable television service will be an underground extension of existing utilities. Preliminary discussions with utility companies have taken place, and no utility companies have noted any exceptions to providing us service. A will server letter from Idaho Power was obtained and annexation into the North Lakes Recreational Sewer and Water District have occurred.

3. Specification, Standards and Requirements

It is recognized that the uniqueness of each proposal for a PUD requires that the specifications, standards, and requirements for various facilities, including but not limited to, roads, alleys, easements, utilities, signs, parking areas, storm drainage, water supply and distribution, and sewage collection and treatment, may be subject to modification from the specifications, standards, and requirements established for subdivisions and like uses in this Ordinance. The Commission may, therefore, at the time of general submission, as requested by the applicant, waive or modify these specifications, standards, and requirements which otherwise shall be applicable.

The proposed Roseberry Park PUD will require a variance for the following items:

- Manufactured home sites request a reduction from the required width of 90 feet at the front setback line to 41 feet. The minimum lot size of 9,000 square feet will be reduced to 3,813 for single-wide manufactured homes and 5,340 square feet for double wide units. Building envelopes are established for each of the residential lots to provide assurance that the reduced lot widths will not compromise the needed area for snow storage.

4. Distribution of Residential Units Within Phases

Averaging and transferring of densities with the PUD shall be allowed:

- Upon showing that it fits the concept of a PUD.*
- As long as the overall average residential density is no greater than six (6) dwelling units per gross acre.*
- Only if residential units are to be connected to central water and sewer systems. The overall average residential density shall be calculated by summing the number of residential dwelling units planned within the boundary of the PUD and dividing by the total gross area expressed in acres within the boundary of the PUD except public lands. It is recognized that the increased residential density of a PUD shall be in relationship to the site and structure location, application of technology, design, construction techniques, landscaping and topography.*

The Project Description identifies the currently estimated number of residential units that will be allowed for the PUD.

5. Setbacks

Lot and Building setbacks may be decreased below or otherwise altered from the standards of like uses set forth elsewhere in this Ordinance.

All building setbacks will be measured horizontally, on a perpendicular to the property line, to the nearest corner or face of the building including eaves, projections, or overhangs. *Table C – The Roseberry Park PUD Standards for Lots and Buildings* below shows the criteria:

TABLE C
The Roseberry Park PUD Standards for Lots and Buildings

Dwelling or Commercial Unit Component	Ownership	Min. Lot Size (ac.)	Bldg. Height (ft.)	Setbacks (ft.)			
				Front	Side	Side Street	Rear
Manufacture Home Sites	Lease	0.095	35	20	5	20	5

Specific plans will be submitted with each Phase Submittal.

6. Building Height

The maximum height of buildings may be increased above those for like uses mandated elsewhere in this Ordinance in consideration of the following characteristics:

- a. Unreasonable adverse visual effect on adjacent sites of other areas in the immediate vicinity.*
- b. Potential problems for adjacent sites caused by shadows, loss of air circulation, or loss of view.*
- c. Influence on the general vicinity, with regard to extreme contrast, vistas, and open space.*

The required height for the manufactured homes within the PUD will not require any variance; refer to the Declaration of Covenants, Conditions and Restrictions in appendix “B”.

7. Parking

The design and construction standards for parking spaces shall conform to Section 3.03.04.c and the number of parking spaces required may be increased or decreased relative to the number mandated for like uses elsewhere in consideration of the following factors:

- a. Estimated number of cars owned by occupants of dwelling units in the PUD.*
- b. Parking needs of each specific use.*
- c. Varying time period of use whenever joint use of common parking areas is proposed.*
- d. Surface parking areas shall not be considered open space for the purposes of paragraph 9 below.*

Table D – The Meadows Standards for Vehicle Parking, contains The Meadows PUD standards for parking space requirements. The Meadows will require fewer parking spaces for commercial facilities and housing amenities than normally required for a traditional town or city setting. All visitors and on-site residential owners will be encouraged to use the pedestrian pathways to access the different facilities at the development.

TABLE D
Roseberry Park PUD Standards for Vehicle Parking

Dwelling or Commercial Unit Component	Ownership	Total Units	Min. Parking Spaces
Manufactured Homes	Lease	201	201 (1.5/home)
Club House	Whole	1	8
Total			310

8. Road Layout

The PUD shall provide an adequate internal street circulation system designed for the type of

traffic generated, safety, and separation from living areas, convenience, and access. Private internal streets may be narrower than normally required provided that adequate access for police and fire protection and snow removal equipment is maintained.

1. All roads within the PUD will be private and maintained by the Property Owner.
2. All public roads will adhere to Valley County standards.
3. Precise road alignments and widths will be identified in the final construction drawings.

9. Open Space

At least fifty percent (50%) of the total area within the boundary of any residential PUD and twenty percent (20%) of any commercial or industrial PUD shall be devoted to common open space; provided, however, that the Commission may reduce this requirement if they find that such a decrease is warranted by the design of, and the amenities and features incorporated into, the plan and that the needs of the occupants of the PUD for open space can be met in the proposed development. Each residential unit shall have ready access to common areas and facilities.

9.18 acres, 23% of the area within the residential portion is common open space. All units have right-of-way access to all common areas due to “clustering” of the residential units described previously.

10. Site, Design and Construction

Harmonious variations in materials, textures, and colors shall complement and supplement the natural beauty and pleasant environment of the site and the individual buildings. The site, design, and construction of all residences shall be planned in such a manner that there is a substantial resemblance of uniformity.

Refer to Appendix “B” regarding Declaration of CC&R’s.

11. Surety

It is recognized that the uniqueness of each proposal for a PUD requires that the applicant must make adequate assurances of performance on each phase of the proposal. The Commission may impose any form of bond on those portions of the proposal, which will provide common services to the public, or users of the PUD as deemed appropriate by the commission under the circumstances.

The applicant will use existing working relationships with multiple national and regional institutions and can provide letters of solvency and recommendation upon request. The anticipated cost of the improvements with land and other soft costs is \$17.0 million.

E. OTHER INFORMATION AND DISCLOSURE REQUIREMENTS: THE APPLICANT SHALL DISCLOSE AND PROVIDE THE FOLLOWING: (9-9-8)

1. General Information

The name, address, telephone number of any owner, equitable interest holder, stockholder, partner, associate, or any other person having a financial interest of 10% or greater in the proposed planned unit development.

Refer to Section I, Page 1 at the beginning of this application.

2. Method of Financing

The method of financing and the cost of improvements that serve the common services of the public and users of the PUD.

The proposed financing of the final phase developments is as follows:

The Capital stock for Roseberry Park infrastructure improvements and amenities is comprised of General Partner Equity, Limited Partner Equity, and traditional construction financing. While, a loan has not been secured at this time, the General Partners have existing working relationships with multiple national and regional institutions and can provide letters of solvency and recommendation upon request.

Home ordering and deliveries will be backed by the Developers existing floating line of credit with the manufactured home builder and the home sales. The total cost of the homes and improvements directly related to the individual home sites (i.e. garages, walkways, setting of the home) is \$26.9 million

3. Total Estimated Probable Cost

The cost of the proposed planned unit development.

- The anticipated cost of the improvements with land and other soft costs is \$17.0 million.
- The total cost of the homes and improvements directly related to the individual home sites (i.e. garages, walkways, setting of the home) is \$26.9 million
- The total cost of the development is expected to be \$43.9 million

5. Ratio of Loan to Property Value

The ratio of the amount of all loans to the value of the property throughout the development of the planned unit development.

Loan to Cost is expected to be 65.17%.

6. Accommodations

Plans for housing employees, construction workers, subcontractors, independent contractor or any other person related to or associated with the applicant's buildings, improvement, development or temporary use during and after the proposal.

As part of our business model, Developer shall use its reasonable efforts to hire qualified City and County residents for jobs at the Project. Developer shall abide by all local hiring commitments. This development is specifically being built to alleviate the longer-term issues of housing unaffordability in the County. Accordingly, the Developer will work with the local agencies to minimize additional burden while working to bring this much needed workforce housing resource on-line.

7. Fire Protection

Plans for providing any additional fire protection and emergency medical services which may be necessary during and after construction.

The Developer, through its Contractor shall implement a Project Specific Safety & Health Management Plan to present an overall strategy, intent, processes, commitment, standards and systems for managing health and safety on the Project Site. Said plan shall be submitted to the Fire Department prior to filing a Notice of Commencement for review and approval. Additionally, the central water system has the capacity to meet pressure and flow requirements per the applicable fire codes and standards. Planning measures will provide necessary road access and utilize best design standards for fire protection. Final agreements will be reached with the Districts prior to Final Plat submittal.

8. Guarantees

Proposals for guarantees that the applicant will complete all those improvements that serve the common services of the public and users of the PUD or that the land will be reclaimed to its condition prior to construction.

The Owner/Developer shall comply with and execute any written agreements required of the City in accordance with Donnelly § 18.140.130 or Valley County ordinance as the case may be to complete all those improvements that serve the common services of the public and/or users of the PUD. If required, said agreements shall also contemplate circumstances that require the land be reclaimed to its condition prior to construction if improvements.

F. DEVELOPMENT AGREEMENT (9-9-9)

Because of the uniqueness of each proposal a PUD may impact county services and /or property which may be mitigated through a Development Agreement. Compensation for these impacts shall be negotiated in work sessions with appropriate county entities and a Development Agreement shall be entered into between the applicant and the county through the Board as additional conditions considered for approval of a PUD.

Refer to Appendix “C” for Preliminary Development Agreement.

I. Impact Fees (9-9-10)

Plans for any impact fees to be paid by the applicant for the proposal.

Applicable impact fees required or transfer of rights and other obligations necessary for approvals from the Authority Having Jurisdiction shall be the responsibility of Developer. Said responsibilities obligated herein shall be a waiver of any right or obligations third parties to this agreement may have.

G. REIMBURSEMENT FEES (9-9-11_

The applicant shall be required, in addition to the filing fee otherwise imposed to pay a reimbursement fee. The reimbursement fee shall be negotiated by the staff with approval of the Board.

N/A

SECTION IV C.U.P./PRELIMINARY PLAT APPLICATION

1. APPLICATION

2. CHAPTER THREE; CONDITIONAL USES

3.01 GENERAL

This chapter contains standards and procedures for those uses which are likely to be incompatible with permitted uses in the Multiple use District of Valley County and therefore are subject to review and evaluation by the Commission and the public.

3.02 POLICY

The Comprehensive Plan states in part that the rural atmosphere of the valley be protected, and the economic value of privately owned land be increased. This section of the Ordinance is intended to fulfill those goals and objective by:

Defining those uses which are not inherently compatible with the permitted uses defined in Chapter II herein.

Limiting the impact of Conditional Uses through standards and procedures.

Allowing Conditional Uses in areas and to standards that will increase the value of the privately owned property without undue adverse impact on the environment, adjoining properties, or governmental services and where compatible with the County Comprehensive Plan. In order to achieve these goals, the maintenance of a agricultural uses and low density development will be more acceptable located on the valley floor; higher density development will be more acceptable adjacent to the valley perimeter; commercial and industrial development will be more acceptable in or near existing established incorporated communities with similar characteristics and infrastructure to serve the more intense land use needs.

3.03 STANDARDS

The provisions of this section shall apply to the various buildings and uses designated herein as Conditional Uses.

3.03.01 LOT AREAS-GENERAL

The minimum lot size and configuration for any use will be at least sufficient to accommodate water supply facilities, sewage disposal facilities, replacement sewage disposal facilities,

buildings, parking areas, streets or driveways, open areas, accessory structures, and setbacks in accordance with *Subdivision Regulations for Valley County, Idaho* and Roseberry Park Declaration of CC&R's in Appendix B.

- A. Number of Residential lots = 2
 Number of Common lots = 1
 Number of Commercial lots = 0
 Number of Multi-Family lots = 0
- B. Maximum Residential lot (manufactured home site) size = 8,856 square feet
- C. Minimum Residential lot (manufactured home site) size = 3,813 square feet
- D. Average Residential lot (manufactured home site) size = +/- 4,700 square feet

3.03.02 SETBACKS-GENERAL

All residential buildings will be setback at least thirty feet from high water lines and all other buildings will be setback at least one hundred feet from high water lines. All building setbacks will be measured horizontally, on a perpendicular to the property line, to the nearest corner or face of the building including eaves, projections, or overhangs. See *Subdivision Regulations for Valley County, Idaho* and Roseberry Park Declaration of CC&R's in Appendix B, for further information.

- Front (to face of garage) = 19'
- Front (to livable space) = 20'
- Interior Side = 5'
- Street Side = 20'
- Rear = 10'
- Between Manufactured Homes = 20
- Between accessory dwelling and homes = 10'

3.03.03 BUILDINGS-GENERAL

Temporary Construction buildings will meet provisions of the County Building Code Ordinance. For Building Standards, refer to Roseberry Park Declaration of CC&R's in Appendix B.

3.03.04 SITE IMPROVEMENTS-GENERAL

A) Grading:

Preliminary grading is shown on the preliminary plat. Final grading plans will be submitted with design plans, and will demonstrate compliance with best management practices for surface water management and the methods that will be used during construction to control or prevent the erosion, mass movement, siltation, sedimentation,

and blowing dirt and debris caused by grading, excavation, open cuts, side-slopes, and other site preparation and development. All land surfaces not used for roads, buildings, and parking shall be covered either by natural vegetation, other natural and undisturbed open space, or landscaping.

1. Grading within flood prone areas – None
2. Disturbance of wetlands – None

B) Roads & Driveways

1. All roads will be designed and constructed in accordance with “Construction Specifications and Standards for Roads and Streets in Valley County, Idaho”. They will be private and maintained by the Property Owner’s Association.
2. All approaches will be in accordance with “Standard Approach Policies” adopted by the State of Idaho, Division of Highways.
3. All private roads will meet the provisions of “County Ordinance” 3-74.

C) Parking and Off-Street Loading Facilities.

Most units have enclosed garage parking for vehicles. Units without covered garage space have a parking pad to accommodate two vehicles. Additional parking for residents and visitors is located at the end of hammerhead turnarounds throughout the development.

D) Landscaping

Information pertaining to design guidelines of landscaping is covered in the Declaration of CC&R’s in Appendix B.

E) Fencing

Refer to Declaration of CC&R’s in Appendix B.

F) Utilities

1. All lots will be provided with or have direct access to utility services
2. A central water supply and sewage system will be provided and will meet all requirements in the “Subdivision Ordinance”.
3. All easements and right of ways for utilities are shown on the preliminary and final plat.
4. Refer to Appendix D Impact Report.

3.03.05 IMPACT REPORT

Refer to Appendix D Impact Report.

3.03.06 PERFORMANCE STANDARDS-GENERAL

A. Noise

Refer to Appendix D Impact Report and Declaration of CC&R's, Appendix B.

B. Lighting

Refer to Declaration of CC&R's, Appendix B.

C. Electrical Interference

Refer to Declaration of CC&R's, Appendix B.

D. Emissions

Refer to Declaration of CC&R's, Appendix B.

E. Dust

Refer to Declaration of CC&R's, Appendix B.

F. Open Storage

Refer to Declaration of CC&R's, Appendix B.

3.03.07 BONDS AND FEE

Refer to Appendix B Preliminary Development Agreement.

3.03.08 THIS SECTION NOT USED

3.03.09 RESIDENTIAL USES

A. Minimum Lot Area

1. Refer to Section IV, 3.03.01.
2. Refer to Section IV, 3.03.01.
3. Refer to Sheet 1 – Preliminary Plat of the drawings.

B. Minimum Setbacks

1. Refer to Section IV, 3.03.02.

C. Maximum Building Height and Floor Area.

1. Refer to Declaration of CC&R's, Appendix "C", Article XII.

D. Site Improvements

1. Refer to Section IV, 3.03.04, Parts C and F.

E. Density

1. The area for this development is 39.1 acres. The total number of units consists of 201 residential manufactured home sites. The overall density of the development is 5.1 dwelling units per acre.

3.03.10 CIVIC OR COMMUNITY SERVICE USES

Not applicable.

3.03.11 PRIVATE RECREATION USES

Not applicable.

3.03.12 COMMERCIAL USES

Not applicable.

3.03.13 INDUSTRIAL USES

Not applicable.

3.04 PROCEDURES

3.04.01 PRE-APPLICATION CONFERENCE

3.04.02 APPLICATION FORM

- A. Refer to Part 1 of Section IV.
- B. Application completed by KM Engineering LLP for the applicant.
- C. Refer to General Information at the beginning of this application.
- D. Notes
 1. Refer to Appendix D Impact Report.
 2. Refer to Appendix D Impact Report.
 3. Refer to Appendix D Impact Report.
 4. Refer to Appendix D.

- 5. Refer to Appendix E.
- E. Refer to Appendix “Drawings” for Preliminary Plat Plans.
- F. Application and Procedures for all C.U.P./Preliminary Plat plans were created in accordance with the “Subdivision Regulations for Valley County, Idaho” adopted April 29, 1970
- G. Refer to Appendix C Preliminary Development Agreement.
- H. We concur

3.04.03 APPLICATION REVIEW

3.04.04 NOTICE TO AGENCIES

3.04.05 COMPATIBILITY RATING AND ADMINISTRATOR OR STAFF REPORT

SECTION V
TITLE 12, CHAPTER 1: MOBILE HOME SUBDIVISIONS AND PARKS.

1. DEFINITIONS

MOBILE HOME: A transportable, single-family dwelling unit suitable for year-round occupancy and containing the same water supply, waste disposal, and electrical conveniences as immobile housing.

MOBILE HOME LOT: A parcel of land for the placement of a single mobile home and the exclusive use of its occupants.

MOBILE HOME PARK: A parcel of land under single ownership which has been planned and improved for the placement of mobile homes for non-transient use.

MOBILE HOME STAND: Part of an individual lot which has been reserved for placement of the mobile home, appurtenant structures, or additions.

12-1-3: MINIMUM CRITERIA STANDARDS FOR SITE APPROVAL:

STANDARDS	MHP-2
Access To Site:	
<p><i>A. Character Of Access Street: Direct vehicular access to the court shall be provided by means of an abutting improved public street or way or improved and permanently maintained private street or way which is protected by a permanent easement. Sole vehicular access shall not be by an alley.</i></p> <p>Roseberry Park will be accessed off Roseberry Road which is a public arterial roadway. The entryway into Roseberry Park is Wildflower Way, a private 34-foot width roadway.</p>	<p>Roseberry Park PUD (RPPUD) meets the design guidelines.</p>
<p><i>B. Street Width And Construction: Street width and construction of the access streets or ways shall be suitable for the vehicular traffic requirements of the properties served.</i></p> <p>All internal access streets will be private and will have a 24-foot pavement section. Pavement section design shall meet Valley County Road Department requirements, see Preliminary Plat for detail.</p>	<p>(RPPUD) meets the design guidelines.</p>
<p><i>C. Frontage On Access Street: The site shall have reasonable frontage on the required access street.</i></p> <p>Roseberry Park layout provides 41 feet of frontage for single wide units and 53 feet for double wide units.</p>	<p>(RPPUD) meets the design guidelines.</p>
<p><i>D. Accessibility: It is essential that a site providing permanent occupancy for mobile homes be readily accessible the year round to essential community facilities and services such as employment centers, shopping centers, schools and recreational areas.</i></p> <p>The site is located between the City of Donnelly and the Tamarack Resort. Being, approximately 2 miles west of the City of Donnelly it is accessible year-round.</p>	<p>(RPPUD) meets the design guidelines.</p>
<p><i>E. Buffers, Screening Or Separation Areas: It is recognized that mobile homes and trailers differ in appearance from conventional homes. Therefore, it is deemed advisable that mobile homes and trailers shall not be interspersed with conventional homes; and that adequate buffers, screening or separation areas should be provided between developments housing mobile homes or trailers and the other areas.</i></p> <p>Roseberry Park's landscape plan provides a 15-foot buffer around the perimeter to provide a visual screening between the adjacent residential developments.</p>	<p>(RPPUD) meets the design guidelines.</p>
<p><i>F. Location: Such sites should not be located near swamps, marshes or other breeding places for insects and rodents, or near heavy industrial districts with objectionable odors or noise, nor be subject to the probability of flood or erosion.</i></p> <p>The site location is free of all waterways.</p>	<p>(RPPUD) meets the design guidelines.</p>

<p>G. <i>Soil, Groundwater Level, Drainage, Rock Formations And Topography: The condition of soil, groundwater level, drainage, rock formations, and topography shall be such as not to create hazards to the property or to the health and safety of occupants.</i></p> <p>The site topography is flat, less than 0.5% drop from north to south, soils are suitable for structural fill, the water table within the site area is 6.0 feet bgs.</p>	(RPPUD) meets the design guidelines.
<p>H. <i>Temporary Or Seasonable Occupancy: It is essential that sites providing for only temporary or seasonable occupancy for trailers be either located to serve transient traffic and their travel related needs or be located along routes to, or be adjacent to, recreational or vacation areas, to serve as a stopping place and serve vacationist recreational and daily needs.</i></p> <p>Roseberry Park's proposed Rules and Regulations do not allow for temporary or seasonal occupancy.</p>	(RPPUD) meets the design guidelines.
<p>I. <i>Water; Sewer: The availability of an adequate water supply and satisfactory means of sewage disposal are basic considerations in selecting a suitable site.</i></p> <p>Roseberry Park will be served by Timberline Development LLC's central water system which has the capacity to provide the developments domestic and fire flow needs. NLSWD has agreed to accept, transport, treat and dispose of the development's sewage.</p>	(RPPUD) meets the design guidelines.
<p>J. <i>Well Drained; Free From Hindrances Or Unfavorable Conditions: Sites selected for mobile home and trailer occupancy shall be well drained and free from topographical or geological hindrances or other conditions unfavorable to proper enjoyment by user.</i></p> <p>The soil characteristics of the development are, in general, suitable for the proposed improvements. The development site offers diversity in natural features, access to nearby public lands and close proximity to a substantial community. These combined factors provide for a quality setting.</p>	(RPPUD) meets the design guidelines.

12-1-4: GENERAL DESIGN REQUIREMENTS:

STANDARDS	MHP-2
<p>A. <i>Adaptation To Site Assets: The mobile home or trailer unit shall be fitted to the terrain with a minimum disturbance of the land. Existing trees, rock formations, and other natural site features shall be reserved to the extent practicable. Favorable views or outlooks should be emphasized by the plan.</i></p> <p>The existing site flat pasture property, the proposed development will require minimal disturbance.</p>	(RPPUD) meets the design guidelines.
<p>B. <i>Arrangements Of Structures And Facilities: The site, including mobile home or trailer stands, patios, structures, and all site improvements shall be harmoniously and efficiently organized in relation to topography, the shape of the plot, and the shape, size and position of structures and common facilities and with full regard to</i></p>	(RPPUD) meets the design guidelines.

<p><i>use, appearance and livability. Special attention should be given to new mobile home and trailer designs and the common appurtenances that are available.</i></p> <p>The proposed site layout places the clubhouse and open gathering area in a central location.</p>	
<p>C. <i>Community Facilities: Community facilities and other needed uses not classified as a residential use should be appropriately located with respect to the population to be served. Residential units should be separated or insulated from areas of heavy traffic noise, commercial and industrial activities and should merge with parks and other suitable open areas and community facilities.</i></p>	(RPPUD) meets the design guidelines.
<p>D. <i>Drives, Carports And/Or General Parking Areas: Location of drives, carports and/or general parking areas should be appropriately related to the unit and other areas of the lot. Ease and safety of ingress and egress to each lot and convenience of access to the mobile home or trailer must be considered. Desirable views from the unit should not be blocked by drives or parking spaces, nor should drives and parking spaces break up important use areas of the lot or adjoining lots.</i></p> <p>The proposed site has attached garages which provides convenient access.</p>	(RPPUD) meets the design guidelines.
<p>E. <i>General: Site planning should adapt to individual site conditions, type of market to be served, reflect advances in site planning techniques and be adaptable to the trends in design of the mobile home or trailer, itself. An informal park type of site planning which conforms to the natural terrain, existing trees and shrubs and rock formations is preferred. Adoption of a stylized pattern should be avoided.</i></p>	(RPPUD) meets the design guidelines.
<p>F. <i>Groupings Or Clusters: Groupings or clusters of units which fit well together and provide neighborliness and attractive interior areas but yet provide a separateness about each unit should be encouraged.</i></p>	(RPPUD) meets the design guidelines.
<p>Methods Of Groupings: Blocks, cul-de-sacs, clusters, loop streets and other methods of groupings should be so designed and oriented to provide a substantial number of lots of desirable widths and depths.</p>	(RPPUD) meets the design guidelines.
<p>G. <i>Movement On And Off Lot: Consideration must be given to the movement of the mobile home and trailer unit onto and off the lot. However, in the case of mobile home subdivisions, the amount of movement is limited; hence, a more desirable and proper orientation of the unit on the lot is more important than the ease of access.</i></p> <p>The proposed development will have minimum movement off the site. In the case a unit will need removed the proposed roadway system will accommodate.</p>	(RPPUD) meets the design guidelines.
<p>H. <i>Objective: Site planning and improvements shall provide for a) facilities and amenities appropriate to the needs of the occupants, b) safe, comfortable and sanitary use by the occupants under all weather conditions, and c) practical and efficient operation and maintenance of all facilities at reasonable costs.</i></p>	(RPPUD) meets the design guidelines.
<p>I. <i>Open Areas: The mobile home and trailer lot should provide usable, open and private areas which are appropriately related to functional areas of the mobile home and trailer unit.</i></p>	(RPPUD) meets the design guidelines.

The proposed site layout has a centralized clubhouse and a trail system that provides access throughout the development.	
J. <i>Open Areas On Lot Complement Adjacent Lots: The mobile home, trailers and open areas on one lot should complement and supplement those on adjacent lots. Open areas should flow together creating openness and enhancing primary views.</i>	(RPPUD) meets the design guidelines.
K. <i>Periphery Screen; Entrance: Mobile home subdivisions and parks should be designed with a periphery screen consisting of a wall, fence or tree and shrub border and they should have an attractively designed entrance over which the manager can exercise close control.</i> The proposed site layout provides a wide entrance boulevard that will be landscaped. The development will provide a 15' perimeter buffer. The buffer will be landscaped to provide a visual screening.	(RPPUD) meets the design guidelines.
Protection From Adverse Influences:	
A. <i>Adequate protection shall be provided from undesirable off site views of any adverse influence from adjoining streets and areas.</i>	(RPPUD) meets the design guidelines.
B. <i>Park facilities shall be arranged to create a homelike atmosphere. This objective is achieved by variations in the street pattern, block shapes and location of mobile home stands. Excessive repetition of the principal elements of the plan is not acceptable.</i>	(RPPUD) meets the design guidelines.
C. <i>Scale And Shape: Lots should be so scaled and shaped that a reasonable variety of mobile homes and additions can be placed on the lot.</i>	(RPPUD) meets the design guidelines.
D. <i>Street Design Pattern: The general street design pattern should fit the topography and at the same time provide a circulation system which effectively and safely serves each lot. Land devoted to streets should be held to a minimum and through traffic should be discouraged. Minor streets should be appropriately designed so that they safely fit into a collector and major street system.</i>	(RPPUD) meets the design guidelines.
E. <i>Suitability Of Site Improvements: All site improvements shall be appropriate to the type of development and durable under the use and maintenance contemplated.</i>	(RPPUD) meets the design guidelines.

12-1-5: CIRCULATION DEVELOPMENT:

STANDARDS	MHP-2
Accessway to Mobile Home Stand:	
A. <i>Objective: Convenient access shall be provided to each mobile or trailer home stand by means of an accessway reserved for maneuvering a mobile home or trailer into position and kept free from trees and other immovable obstructions.</i> The proposed streets are 24' in width, which provide suitable room to maneuver mobile homes.	(RPPUD) meets the design guidelines.

<p>B. Width: Minimum width of accessway shall be 12 feet, plus extra width as necessary for maneuvering a mobile home on a curve, and as required by newer mobile home models.</p> <p>The proposed streets are 24' in width, which provide suitable room to maneuver mobile homes.</p>	(RPPUD) meets the design guidelines.
<p>C. Block Size And Shape: The street system shall be designed with blocks of proper size and shape to provide desirable mobile home lots and to reduce excessive length of street construction without impairing convenient circulation and access.</p>	(RPPUD) meets the design guidelines.
<p>D. Circulation: The street system shall provide convenient circulation by means of minor streets and properly located by collector streets. Closed ends of dead-end streets shall be provided with adequate paved vehicular turning or backing space. A turning circle shall be at least 80 feet diameter.</p>	(RPPUD) meets the design guidelines.
Driveways:	
<p>A. Extent: Driveways shall be provided on the site where necessary for convenient access to service entrances of buildings, to delivery and collection points for coal, refuse and other material, and elsewhere as needed.</p>	(RPPUD) meets the design guidelines.
<p>B. Width: Driveway serving a single facility or single mobile home lot: full width driveway: minimum 8 feet; where used as walk, minimum 10 feet.</p>	(RPPUD) meets the design guidelines.
<p>C. Extent Of Improvements: The street improvements shall extend continuously from the existing improved street system to provide suitable access to the mobile home stands and other important facilities on the property, to provide adequate connections to existing or future streets at the boundaries of the property and to provide convenient circulation for vehicles.</p>	(RPPUD) meets the design guidelines.
<p>D. General: Streets shall be provided on the site where necessary to furnish principal trafficways for convenient access to the mobile home or trailer stands and other important facilities on the property. Streets shall be privately owned except in mobile home subdivisions.</p>	(RPPUD) meets the design guidelines.
<p>E. Pavements And Surfacing: Other Than Cement: Pavements and surfacings other than cement concrete shall be protected at the edges by curbs, gutters or other suitable edging where necessary to prevent raveling of the wearing surface and shifting of the pavement base.</p> <p>The streets will be asphalt paving with rolled curb and gutter.</p>	(RPPUD) meets the design guidelines.
<p>F. Recognition Of Existing Facilities: The street system shall be designed: a) to recognize existing easements, utility lines, etc., which are to be preserved; and b) to permit connection to existing facilities where necessary for the proper functioning of the drainage and utility systems.</p>	(RPPUD) meets the design guidelines.
Required Off Street Parking Areas:	
<p>A. Off street parking areas shall be provided in all mobile home parks for the use of park occupants and guests. Such areas shall be furnished at the rate of at least 1.25 car spaces for each mobile home lot.</p> <p>Each mobile home lot will include a garage a room for an additional car to be parked within the driveway. Units that do not have garages will have a minimum of 2 off-street parking stalls.</p>	(RPPUD) meets the design guidelines.
<p>B. Required car parking spaces shall be so located as to provide convenient access to the mobile home but shall not exceed a distance of 200 feet from the mobile home that it is intended to serve.</p>	(RPPUD) meets the design guidelines.
Street System:	

<p>A. General Requirements: <i>All mobile home subdivisions and parks shall be provided with safe and convenient vehicular access from abutting public streets or roads to each mobile home lot. Alignment and gradient shall be properly adapted to topography.</i></p>	(RPPUD) meets the design guidelines.
<p>B. Access: <i>Access to mobile home subdivisions and parks shall be designed to minimize congestion and hazards at the entrance or exit and allow free movement of traffic on adjacent streets. The entrance road connecting the park streets with a public street or road shall have a minimum road pavement width of 34 feet where parking is permitted on both sides, or a minimum road pavement width of 27 feet where parking is limited to 1 side. Where the primary entrance road is more than 100 feet long and does not provide access to abutting mobile home lots within such distance, the minimum road pavement width may be 24 feet, provided parking is prohibited at both sides.</i> The entrance road will be 34' in width.</p>	(RPPUD) meets the design guidelines.
<p>C. Internal Streets: <i>Surfaced roadways shall be of adequate width to accommodate anticipated traffic; and, in any case, shall meet the following minimum requirements:</i></p> <ol style="list-style-type: none"> <i>1. All streets except minor streets - 24 feet</i> <i>2. Minor streets, no parking - 18 feet (Acceptable only if less than 500 feet long and serving less than 25 mobile homes or of any length if one-way and providing access to abutting mobile home lots on 1 side only.)</i> <i>3. Cul-de-sac streets shall be limited in length to 1,000 feet and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least 80 feet.</i> 	(RPPUD) meets the design guidelines.
<p>D. Required Illumination Of Park Street Systems: <i>All parks shall be furnished with lighting units so spaced and equipped with luminaries placed at such mounting heights as will provide the following average maintained levels of illumination for the safe movement of pedestrians and vehicles at night:</i></p> <ol style="list-style-type: none"> <i>1. All parts of the park street systems: 0.6 foot-candle with a minimum of 0.1 foot-candle.</i> <i>2. Potentially hazardous locations such as major street intersections and steps or stepped ramps: individually illuminated with a minimum of 0.3 foot-candle.</i> <p>The development will compile with the Valley County Lighting Ordinance.</p>	(RPPUD) meets the design guidelines.
<p>Street Construction And Design Standards:</p>	
<p>A. <i>All streets shall be provided with a smooth, hard and dense surface which shall be durable and well drained under normal use and weather conditions. Pavement edges shall be protected to prevent raveling of the wearing surface and shifting of the pavement base. Street surfaces shall be maintained free of cracks, holes and other hazards.</i></p>	(RPPUD) meets the design guidelines.
<p>B. Grades: <i>Grades of all streets shall be sufficient to ensure adequate surface drainage but shall be not more than 8 percent. Short runs with a maximum grade of 12 percent may be permitted, provided traffic safety is assured by appropriate paving, adequate leveling areas and avoidance of lateral curves.</i> Roadway grades will not exceed 2 percent.</p>	(RPPUD) meets the design guidelines.
<p>C. Intersections: <i>Within 100 feet of an intersection, streets shall be at approximately right angles. A distance of at least 150 feet shall be maintained between centerlines of offset intersecting streets. Intersections of more than 2 streets at 1 point shall be avoided.</i></p>	(RPPUD) meets the design guidelines.
<p>Walks, General:</p>	

<p>A. General Requirements: <i>All parks shall be provided with safe, convenient all season pedestrian access of adequate width for intended use, durable and convenient to maintain between individual mobile homes, the park streets and all community facilities provided for park residents. Sudden changes in alignment and gradient shall be avoided.</i></p> <p>The development will include 5' sidewalks along the interior streets and pathways throughout the development per the Preliminary Plat.</p>	(RPPUD) meets the design guidelines.
<p>B. Common Walk System: <i>A common walk system shall be provided and maintained between locations where pedestrian traffic is concentrated. Such common walks shall have a minimum width of 3 1/2 feet.</i></p>	(RPPUD) meets the design guidelines.
<p>B. Individual Walks: <i>All mobile home stands shall be connected to common walks, to paved streets, or to paved driveways or parking spaces connecting to a paved street. Such individual walks shall have a minimum width of 2 feet.</i></p> <p>Each Mobile Park Lot will have a 10' driveway to serve pedestrian access.</p>	(RPPUD) meets the design guidelines.
Walks, Specifications:	
<p>A. Objective: <i>Safe, convenient all season pedestrian access; of adequate width for intended use, durable and convenient to maintain.</i></p>	(RPPUD) meets the design guidelines.
<p>B. Extent: <i>Individual walks to each mobile home stand from a paved street or from a paved driveway or parking space connecting to a paved street.</i></p>	(RPPUD) meets the design guidelines.
<p>C. Common Walks: <i>In locations where, pedestrian traffic is concentrated; for example, at the court entrance, and to the court office and other important facilities. Common walks should preferably be through interior areas removed from the vicinity of streets.</i></p> <p>Pathways will be incorporated into the open area to provide convenient access to the clubhouse.</p>	(RPPUD) meets the design guidelines.
<p>D. Width, Alignment And Gradient: <i>Width, alignment and gradient of walks shall be appropriate for safety, convenience and appearance and shall be suitable for use both by pedestrians and for the circulation of small wheeled vehicles such as baby carriages and service carts.</i></p>	(RPPUD) meets the design guidelines.
<p>E. Width: <i>Width shall generally be at least 1 1/2 feet for walks on individual lots and at least 3 feet for common walks.</i></p>	(RPPUD) meets the design guidelines.
<p>F. Changes: <i>Sudden changes in alignment and gradient shall be avoided.</i></p>	(RPPUD) meets the design guidelines.

12-1-6: INDIVIDUAL MOBILE HOME LOTS AND TRAILER SPACES:

STANDARDS	MHP-2
Individual Services And Facilities: The following shall be provided for each mobile home or trailer space:	
<p>A. A continuing supply of safe and potable water.</p> <p>The development will be served by the community water system that is owned and operated by Timberline Development LLC. The water system has the capacity to serve this development.</p>	(RPPUD) meets the design guidelines.

B. Sanitary facilities and a safe method of sewage disposal. The development will be served by the community sewer system that is owned and operated by NLR&WD. The sewer system has the capacity to serve this development.	(RPPUD) meets the design guidelines.
C. Electricity for artificial lighting and to serve electrical equipment used in the mobile home. The development will be served by IPCO, they will also coordinate the installation of the joint trench facilities.	(RPPUD) meets the design guidelines.
Lot Markers:	
A. The limits of each lot in a mobile home subdivision shall be surveyed by a registered engineer or land surveyor and its boundaries staked in accordance with the provisions contained in Idaho Code section 50-1303.	(RPPUD) meets the design guidelines.
B. The limits of each lot lying within a mobile home park, travel trailer court or travel trailer park shall be clearly marked on the ground by permanent flush stakes, markers or other suitable means.	(RPPUD) meets the design guidelines.
C. The location of lot limits on the grounds of mobile home parks, travel trailer courts, or travel trailer parks shall be approximately the same as shown on the accepted plans. The degree of accuracy obtained by working with a scale on the plan and then a tape on the ground is acceptable. Except for the need to survey the perimeter of parks and courts herein referred to, the precise engineering of lot limits is not required either on the plans or on the ground.	(RPPUD) meets the design guidelines.
Lot Size: The minimal dimensions required for mobile home lots served by public water and public sewer and accommodating mobile homes up to and including overall dimensions of 60 x 35 feet, shall be 6,000 square feet with a width of 60 feet and depth of 100 feet. Lot dimensions for the typical double wide units are: 101’ x 53’, single wide units are 41’x 101’	(RPPUD) meets the design guidelines.
<i>In case of mobile home subdivisions or mobile home parks served with individual subsurface sewage disposal facilities, the minimum lot dimensions shall be increased to the extent of additional land needed for compliance with bulletin no. 6 "Standards For Sub-Surface Sewage Disposal Systems" as duly adopted or amended by the Idaho state department of health and is as also needed to provide an alternate space for the development of a subsurface sewage disposal system on each lot.</i>	N/A
Minimum Setbacks For Mobile Homes: Only 1 mobile home shall be permitted per lot for occupancy, and shall be so set as to be the following distances from the lines hereinafter enumerated:	(RPPUD) meets the design guidelines.
A. Front lot line - 15 feet. The development will provide 19’ to the garage and 20’ to the living space.	
B. Rear lot line - 10 feet. The development will provide 10’ rear setbacks.	
C. Interior lot line - 6 feet. The development will provide 5’ side setbacks.	
D. Park area boundary line abutting upon a public street or highway - 25 feet.	
E. Between mobile homes - 18 feet. The development will provide 20’ setbacks from livable spaces and 10’ to the garage.	
Mobile Home Or Trailer Stand:	
A. Objective: The objective of the stand requirement is to provide for:	
1. Practical placement on and removal from the lot of the mobile home or trailer and their respective appurtenant structures. Mobile home lots will provide room for the placement and removal of the mobile home, road segments provide sufficient width for maneuvering the units.	(RPPUD) meets the design guidelines.

2. Retention of the home or trailer on the lot in a stable condition and in satisfactory relationship to its surroundings.	
B. Size: The size of the stand shall be:	(RPPUD) meets the design guidelines.
1. Suitable for the general market to be served by the individual proposal.	
2. To fit dimensions of mobile homes anticipated.	
2. To accommodate mobile home or trailer appurtenant structures or appendages. Lot dimensions for the typical double wide units are: 101' x 53', single wide units are 41' x 101'	
C. Location: The location of each mobile home or trailer stand shall be at such elevation, distance, and angle in relation to the access street and the mobile home or trailer accessway, that placement and removal of the mobile home or trailer is practical.	(RPPUD) meets the design guidelines.
D. Gradient: 0 percent -- 5 percent longitudinal and adequate crown or cross gradient for surface drainage.	(RPPUD) meets the design guidelines.
E. Construction: Appropriate material properly graded, placed and compacted so as to be durable and adequate for the support of the maximum anticipated loads during all seasons.	(RPPUD) meets the design guidelines.
F. Special Facilities: Special mobile home stand facilities shall be provided as necessary to properly serve new units. Also, special situations may require special facilities in some locations.	(RPPUD) meets the design guidelines.
<i>Note: An alternate provision</i>	
Mobile Home Stands: The area of the mobile home stand shall be improved to provide an adequate foundation for the placement and tie down of the mobile home, thereby securing the superstructure against uplift, sliding, rotation and overturning.	
1. The mobile home stand shall not heave, shift or settle unevenly under the weight of the mobile home due to frost action, inadequate drainage, vibration or other forces acting on the superstructure.	(RPPUD) meets the design guidelines.
2. The mobile home stand shall be provided with anchors and tie downs such as cast in place concrete "deadmen", eyelets imbedded in concrete foundations or runways, screw augers, arrowhead anchors or other devices securing the stability of the mobile home.	(RPPUD) meets the design guidelines.
3. Anchors and tie downs shall be placed at least at each corner of the mobile home stand, and each shall be able to sustain a minimum tensile strength of 2,800 pounds.	(RPPUD) meets the design guidelines.
Patio:	
A. Objective: The objective of the patio requirements is to provide an appropriate outdoor living space to supplement the limited interior space of a mobile home. Patio may be omitted when its equivalent is provided by mobile home models.	(RPPUD) meets the design guidelines.
B. Size: Minimum 180 square feet.	
C. Location: Patio location shall be: 1) convenient to the entrance of the mobile home; 2) appropriately related to open areas of the lot and other facilities; 3) fitted to terrain and natural features; and 4) related to anticipated mobile home models.	
D. Elevation: The patio shall be at an elevation at least as high as the elevation of its mobile home stand with adequate crown or cross gradient for surface drainage.	

E. Construction:		
1. Subgrade: Well drained uniformly graded, and compacted.		
2. Provide a useful outdoor surface constructed or formed either monolithically or in movable units with weather resistant materials placed sufficiently close together to create a paved area.		
Tenant Storage:		
A. Objective: The objectives of the requirements for tenant storage are to provide adequate storage facilities on or conveniently near each mobile home lot.		
1. For the active storage of outdoor equipment, furniture and tools.		(RPPUD) meets the design guidelines.
2. For the inactive storage of such other material as is used only seasonally or infrequently by the typical tenant and cannot be conveniently stored in the typical mobile home.		
B. Size: Minimum 90 cubic feet for general storage for each mobile home lot, when required.		
C. Design And Location Of Storage Facilities: Unless provided in current mobile home models, storage facilities shall be provided on the lot, or in compounds located within a reasonable distance, generally not more than 100 feet from each stand. Storage facilities shall be designed in a manner that will enhance the appearance of the court and shall be constructed of suitable weather resistant materials appropriate under the use and maintenance contemplated. Storage facilities shall comply with the provisions contained in the section on structural standards.		
Yards And Distances Between Stands And Structures: The objectives of yard requirements are:		
A. Distance Between: To obtain sufficient distances between mobile homes or trailer stands on their respective lots and obstructions on adjoining land to assure privacy, adequate natural light and air, and convenient access to the unit; and		(RPPUD) meets the design guidelines.
B. Circulation: To provide for circulation around a mobile home or trailer unit for such uses of the yard spaces as are considered essential to the mobile home or trailer.		
C. Determination Of Yards: Yard width shall be measured from the required mobile home or trailer lot line. At every point, it shall be at least equal to the required minimum. Expandable rooms, enclosed patios, garages or structural additions shall be included in the mobile home standard area. Patios, carports and individual storage facilities shall be disregarded in determining yard widths.		

12-1-7: WATER SUPPLY:

STANDARDS	MHP-2
Individual Water Riser Pipes And Connections:	
A. <i>Individual water riser pipes shall be located within the confined area of the mobile home stand at a point where the water connection will approximate a vertical position.</i>	(RPPUD) meets the design guidelines.
B. <i>Water riser pipes shall extend at least 4 inches above ground elevation. The pipe shall be at least $\frac{3}{4}$ inch. The water outlet shall be capped when a mobile home does not occupy the lot.</i>	

<i>C. Adequate provisions shall be made to prevent freezing of service lines, valves and riser pipes to protect risers from heaving and thawing actions of ground during freezing weather. Surface drainage shall be diverted from the location of the riser pipe.</i>		
<i>D. A shutoff valve below the frost line shall be provided near the water riser pipe on each mobile home lot.</i>		
<i>E. Underground stop and waste valves shall not be installed on any water service.</i>		
Source Of Supply:		
<i>A. The water supply shall be capable of supplying a minimum of 150 gallons per day per mobile home.</i>	(RPPUD) meets the design guidelines.	
<i>B. Every well or suction line of the water supply system shall be located and constructed in such a manner that neither underground nor surface contamination will reach the water supply from any source. The following minimum distances between wells and various sources of contamination shall be required.</i>		
Contamination Well Or Suction Line <u>Sources Distance In Feet</u> Building sewer 50 Septic tank 50 Disposal field 100 Seepage pit 100 Dry well 50 Cesspool 150		
<i>C. No well casings, pumping machinery or suction pipes shall be placed in any pit room or space extending below ground level nor in any room or space aboveground which is walled in or otherwise enclosed, unless such rooms, whether aboveground or belowground have free drainage by gravity to the surface of the ground.</i>		
<i>D. The treatment of a private water supply shall be in accordance with applicable laws and regulations.</i>		
Water Distribution System:		
<i>A. The water supply system of the mobile home parks shall be connected by pipes to all mobile homes, buildings, and other facilities requiring water.</i> The development will be served by a community water system.	(RPPUD) meets the design guidelines.	
<i>B. All water piping, fixtures and other equipment shall be constructed and maintained in accordance with Idaho state department of reclamation and the Idaho state plumbing board regulations and requirements shall be of a type and in locations approved by the Idaho state department of health.</i>		
<i>C. The water piping system shall not be connected with nonpotable or questionable water supplies and shall be protected against the hazards of backflow or back siphonage.</i>		
<i>D. The system shall be so designed and maintained as to provide a pressure of not less than 20 pounds per square inch under normal operating conditions at service buildings and other locations requiring potable water supply.</i>		
Watering Stations: Each travel trailer parking area shall be provided with 1 or more easily accessible water supply outlets for filling trailer water storage tanks. Such water supply outlets shall consist of at least a water hydrant and the necessary appurtenances and shall be protected against the hazards of backflow and back siphonage.		(RPPUD) meets the design guidelines.

<i>Water Storage Facilities: All water storage reservoirs shall be covered, watertight and constructed of impervious material. Overflows and vents of such reservoirs shall be effectively screened. Manholes shall be constructed with overlapping covers so as to prevent the entrance of contaminated material. Reservoir overflow pipes shall discharge through an acceptable air gap.</i>	(RPPUD) meets the design guidelines.
<i>Water Supply, General Requirements: An accessible, adequate, safe, and potable supply of water shall be provided in each mobile home subdivision or park and each travel trailer court or park where a public supply of water of satisfactory quantity, quality, and pressure is available. Connection shall be made thereto, and its supply used exclusively. When a satisfactory public water supply is not available, a community water supply system may be developed and used as approved by the Idaho state health department.</i>	(RPPUD) meets the design guidelines.

12-1-8: SEWAGE DISPOSAL:

STANDARDS	MHP-2
<i>General Requirements: An adequate and safe sewerage system shall be provided in all mobile home subdivisions, parks and travel trailer courts and parks for conveying and disposing of all sewage. Such system shall be designed, constructed and maintained in accordance with state and local laws. The development will be served by the NLR&WD</i>	(RPPUD) meets the design guidelines.
Individual Sewer Connections:	
<i>A. Each mobile home and trailer stand shall be provided with at least a 4-inch diameter sewer riser pipe. The sewer riser pipe shall be so located on each stand that the sewer connection to the mobile home drain outlet will approximate a vertical position.</i>	(RPPUD) meets the design guidelines.
<i>B. The sewer connection (see definition) shall have a nominal inside diameter of at least 3 inches and the slope of any portion thereof shall be at least 1/4 inch per foot. The sewer connection shall consist of 1 pipefitting. All joints shall be only without any branch watertight.</i>	
<i>C. All materials used for sewer connections shall be semirigid, corrosive resistant, nonabsorbent and durable. The inner surface shall be smooth.</i>	
<i>D. Provision shall be made for plugging the sewer riser pipe when a mobile home does not occupy the lot. Surface drainage shall be diverted away from the riser. The rim of the riser pipe shall extend at least 4 inches above ground elevation.</i>	
<i>Sanitary Stations: A sanitary station shall be provided consisting of at least: a trapped 4 inch sewer riser pipe, connected to the travel trailer parking area sewerage system, surrounded at the inlet end by a concrete apron sloped to the drain, and provided with a suitable hinged cover; and a water outlet, with the necessary appurtenances, connected to the parking area water supply system to permit periodic washdown of the immediate adjacent areas.</i>	N/A
<i>Sewage Treatment And/Or Discharge: Where the sewer lines of the mobile home park are not connected to a public sewer, all proposed sewage disposal facilities shall be approved by the health authority prior to construction.</i>	(RPPUD) meets the design guidelines.
<i>Effluents from sewage treatment facilities shall not be discharged into any waters of the state except with prior approval of the Idaho state health department.</i>	(RPPUD) meets the design guidelines.

<i>Sewer Lines: All sewer lines shall be located in trenches of sufficient depth to be free of breakage from traffic or other movement and shall be separated from the park water supply system at a safe distance. Sewers shall be at a grade which will ensure a velocity of 2 feet per second when flowing full. All sewer lines shall be constructed of materials approved by the health authority, shall be adequately vented, and shall have watertight joints.</i>	(RPPUD) meets the design guidelines.
<i>Sink Wastes: No liquid wastes from sinks shall be charged onto or allowed to accumulate on the ground surface.</i>	(RPPUD) meets the design guidelines.

12-1-9: ELECTRICAL DISTRIBUTION SYSTEM:

STANDARDS	MHP-2
<i>General Requirements: Every subdivision, court or park shall contain an electrical wiring system consisting of wiring, fixtures, equipment and appurtenances which shall be installed and maintained in accordance with applicable codes and regulations governing such systems.</i>	(RPPUD) meets the design guidelines.
<i>Individual Electrical Connections For Mobile Homes:</i>	
<i>Each mobile home lot shall be provided with an approved disconnecting device and overcurrent protective equipment. The minimum service per outlet shall be 120/240 volts AC, 50 amperes.</i>	(RPPUD) meets the design guidelines.
<i>Power Distribution Lines</i>	
<i>A. Main Power Lines:</i> Main power lines not located underground, shall be suspended at least 18 feet above the ground. There shall be a minimum horizontal clearance of 3 feet between overhead wiring and any mobile home, service building or other structure.	(RPPUD) meets the design guidelines.
<i>B. Direct Burial Conductors Or Cable:</i> All direct burial conductors or cable shall be buried at least 18 inches below the ground surface and shall be insulated and specially designed for the purpose. Such conductors shall be located not less than 1-foot radial distance from water, sewer, gas or communication lines.	(RPPUD) meets the design guidelines.
<i>Required Grounding: All exposed noncurrent carrying metal parts of trailers and all other equipment shall be grounded by means of a grounding conductor run with branch circuit conductors or other method of approved grounded metallic wiring. The neutral conductor shall not be used as an equipment ground for trailers or other equipment.</i>	(RPPUD) meets the design guidelines.

12-1-10: SERVICE BUILDINGS AND OTHER COMMUNITY SERVICE FACILITIES:

STANDARDS	MHP-2
<i>Barbecue Pits, Fireplaces, Stoves, Incinerators: Barbecue pits, fireplaces, cooking shelters, woodburning stoves and incinerators, shall be so located, constructed, maintained, and used as to minimize fire hazard and smoke nuisance both on the property on which used and on neighboring property.</i>	(RPPUD) meets the design guidelines.
<i>A. No open fire shall be permitted except in facilities provided.</i>	
<i>B. No open fire shall be left unattended.</i>	

<i>C. No fuel shall be used, and no material burned which emits dense smoke or objectionable odors.</i>	
<i>General: The requirements of this section shall apply to service buildings, recreation buildings and other community service facilities such as:</i>	(RPPUD) meets the design guidelines.
<i>A. Management offices, repair shops and storage areas;</i>	
<i>B. Sanitary facilities;</i>	
<i>C. Laundry facilities;</i>	
<i>D. Indoor recreation areas;</i>	
<i>E. Commercial uses supplying essential goods or services.</i>	
<i>Required Community Sanitary Facilities: Every park shall be provided with the following emergency sanitary facilities: For each 100 mobile home lots or fractional part thereof, there shall be 1 flush toilet and 1 lavatory for each sex. The building containing such emergency sanitary facilities shall be accessible to all mobile homes.</i>	(RPPUD) meets the design guidelines.

12-1-11: REFUSE HANDLING:

STANDARDS	MHP-2
<i>Collection: All refuse containing garbage shall be collected at least twice weekly. Where suitable collection service is not available from a public or private agency, the owner or operator of the mobile home or travel trailer parking area shall provide this service. All refuse shall be collected and transported in covered vehicles or covered containers. Lake Shore Disposal will provide service to each of the units.</i>	(RPPUD) meets the design guidelines.
<i>Containers: All refuse shall be stored in flytight, watertight, rodentproof containers, which shall be located not more than 150 feet from any trailer space. Containers shall be provided in sufficient number and capacity to properly store all refuse.</i>	
<i>Refuse Collection Stands: Refuse collection stands shall be provided for all refuse containers. Such container stands shall be so designed as to prevent containers from being tipped, to minimize spillage and container deterioration and facilitate cleaning around them.</i>	
<i>Refuse Handling: The storage, collection and disposal of refuse in the mobile home and travel trailer parking area shall be so conducted as to create no health hazards, rodent harborage, insect breeding areas, accident, fire hazards, or air pollution.</i>	
<i>Service Unavailable: Where municipal or private disposal service is not available, the owner or operator of the travel trailer parking area shall dispose of the refuse by incineration or transporting to a disposal site approved by the health authority.</i>	N/A

12-1-12: INSECT AND RODENT CONTROL:

STANDARDS	MHP-2
<i>Brush, Weeds And Grass: The growth of brush, weeds and grass shall be controlled to prevent harborage of ticks, chiggers, and other noxious insects. Parking areas shall be so maintained as to prevent the growth of ragweed, poison ivy, poison oak, poison sumac and other noxious weeds considered detrimental to health. Open areas shall be maintained free of heavy undergrowth of any description.</i>	(RPPUD) meets the design guidelines.

Existing Infestations: <i>Where the potential for insect and rodent infestation exists, all exterior openings in or beneath any structure shall be appropriately screened with wire mesh or other suitable materials.</i>	
Grounds, Buildings And Structures: <i>Grounds, buildings and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform with the requirements of the health authority.</i>	
Parking Areas: <i>Parking areas shall be maintained free of accumulations of debris which may provide rodent harborage or breeding places for flies, mosquitoes, and other pests.</i>	
Storage Areas: <i>Storage areas shall be so maintained as to prevent rodent harborage; lumber, pipe and other building material shall be stored at least 1 foot above the ground.</i>	

12-1-13: FUEL SUPPLY AND STORAGE:

STANDARDS	MHP-2
Fuel Oil Storage	
A. <i>All fuel oil storage tanks or cylinders shall be securely fastened in place and shall not be located inside or beneath any trailer or less than 5 feet from any trailer exit.</i>	(RPPUD) meets the design guidelines.
B. <i>Storage tanks located in areas subject to traffic shall be protected against physical damage.</i>	
Liquefied Petroleum Gas:	
A. <i>Liquefied petroleum gas containers installed on a trailer space shall be securely but not permanently fastened to prevent accidental overturning. Individual containers mounted on such vehicles shall be limited to 105 pounds' water capacity (approximately 45 pounds' gas capacity).</i>	(RPPUD) meets the design guidelines.
B. <i>No liquified petroleum gas vessel shall be stored or located inside or beneath any storage cabinet, carport, trailer, or any other structure, unless such installations are approved by the health authority.</i>	

12-1-14: FIRE PROTECTION:

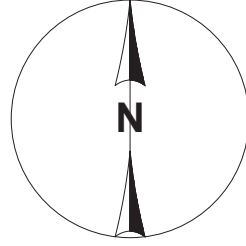
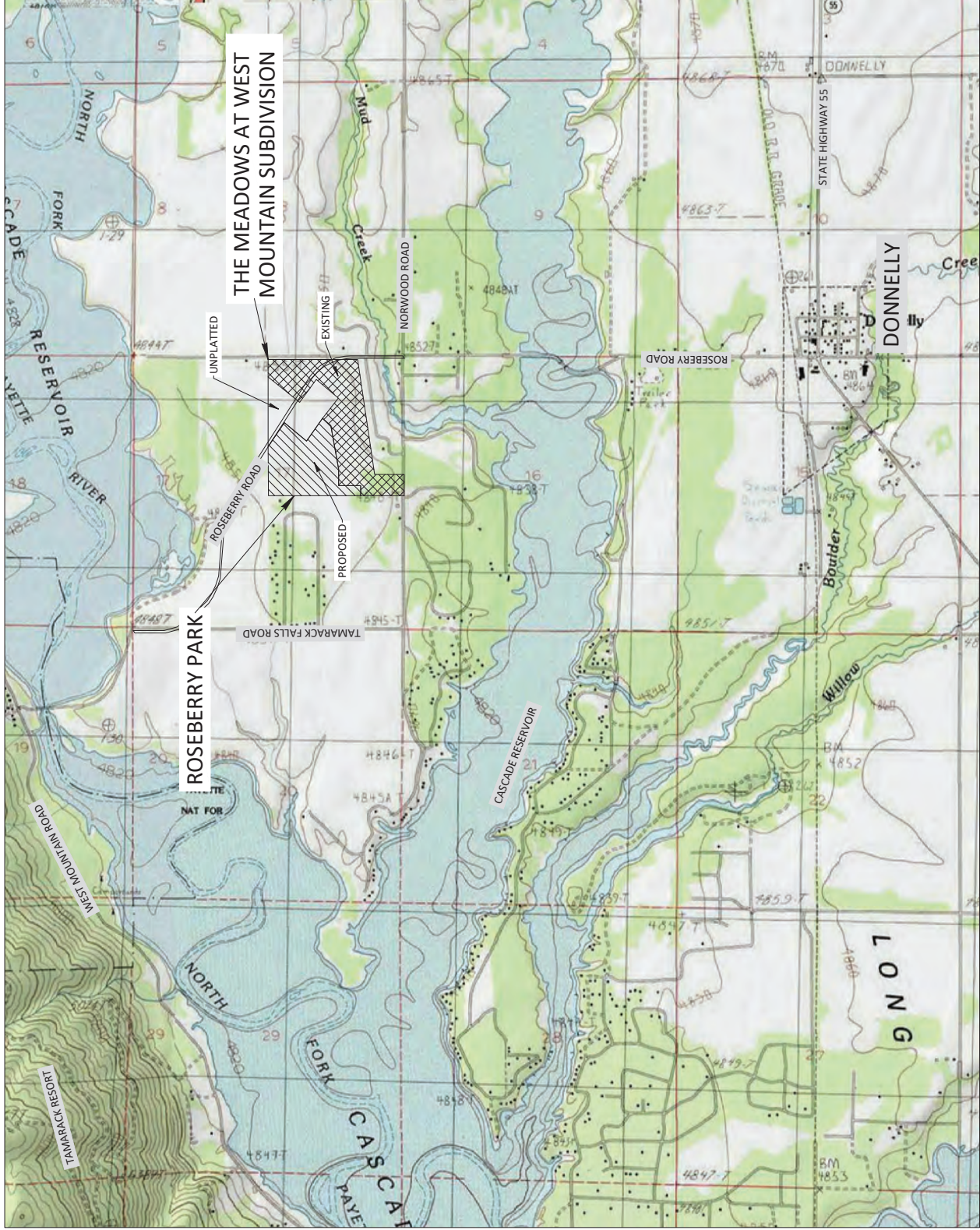
STANDARDS	MHP-2
Fire Protection:	
A. Fire District Rules: <i>The travel trailer courts and parks, mobile home subdivision and parks shall be subject to the rules and regulations of the fire district in which they are located.</i>	(RPPUD) meets the design guidelines.
B. Litter, Rubbish And Other Flammable Materials: <i>Mobile home and trailer parking areas shall be kept free of litter, rubbish and other flammable materials.</i>	
C. Portable Fire Extinguishers: <i>Portable fire extinguishers of a type approved by the fire prevention authority shall be kept in service buildings and at all locations designated by such fire prevention authority and shall be maintained in good operating condition.</i>	

<i>D. Fires: Fires shall be made only in stoves, incinerators and other equipment intended for such purposes.</i>	
---	--

12-1-15: COMPLIANCE WITH HEALTH PRACTICES:

STANDARDS	MHP-2
<p>Registration Of Occupants: Every owner or operator of a mobile home or travel trailer park or travel trailer court shall maintain a register containing a record of all mobile homes or travel trailers and occupants. Such register shall be available to any authorized person inspecting the site and shall be preserved for the period required by the health authority. Such register shall contain: a) the names and permanent addresses of all trailer occupants; b) the make, model and license number of the mobile home or travel trailer and tow vehicle; and c) the dates of arrival and departure of each vehicle and its occupants.</p> <p>The development will employ a Park Manager to operate and manage the facilities.</p>	(RPPUD) meets the design guidelines.
<p>Reporting Communicable Diseases: Every owner, operator, attendant or other person operating a mobile home park or travel trailer court or park shall notify the local health authority immediately of any suspected communicable or contagious disease within the travel trailer and mobile home site. In the case of disease diagnosed by a physician as quarantinable, the departure of a trailer or mobile home or its occupants, or the removal therefrom of clothing or other articles which have been exposed to infection without approval of the health authority is prohibited</p>	
<p>Supervision: The person to whom a license is issued shall at all times operate the mobile home parks or travel trailer courts and parks in compliance with this chapter and shall provide adequate supervision to maintain such sites and their facilities and equipment in good repair and in a clean and sanitary condition at all times.</p>	

FIGURE 1: VICINITY MAP



NTS

1 OF 4

SHEET NO.

PROJECT

6-29-2020

DATE

DESIGNED BY

PROJECT

6-29-2020

DATE

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6-29-2020

DATE

DESIGNED BY

ROSEBERRY PARK
VALLEY COUNTY, IDAHO

FIGURE 1
VICINITY MAP

km
ENGINEERING

3100 S. 1000 E. SUITE 100
TWIN FALLS, IDAHO 83403-3100
PHONE: 208.333.8888
WWW.KMENGINEERING.COM

DESIGNED BY

PROJECT

6-29-2020

DATE

DESIGNED BY

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DESIGNED BY

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6-29-2020

DATE

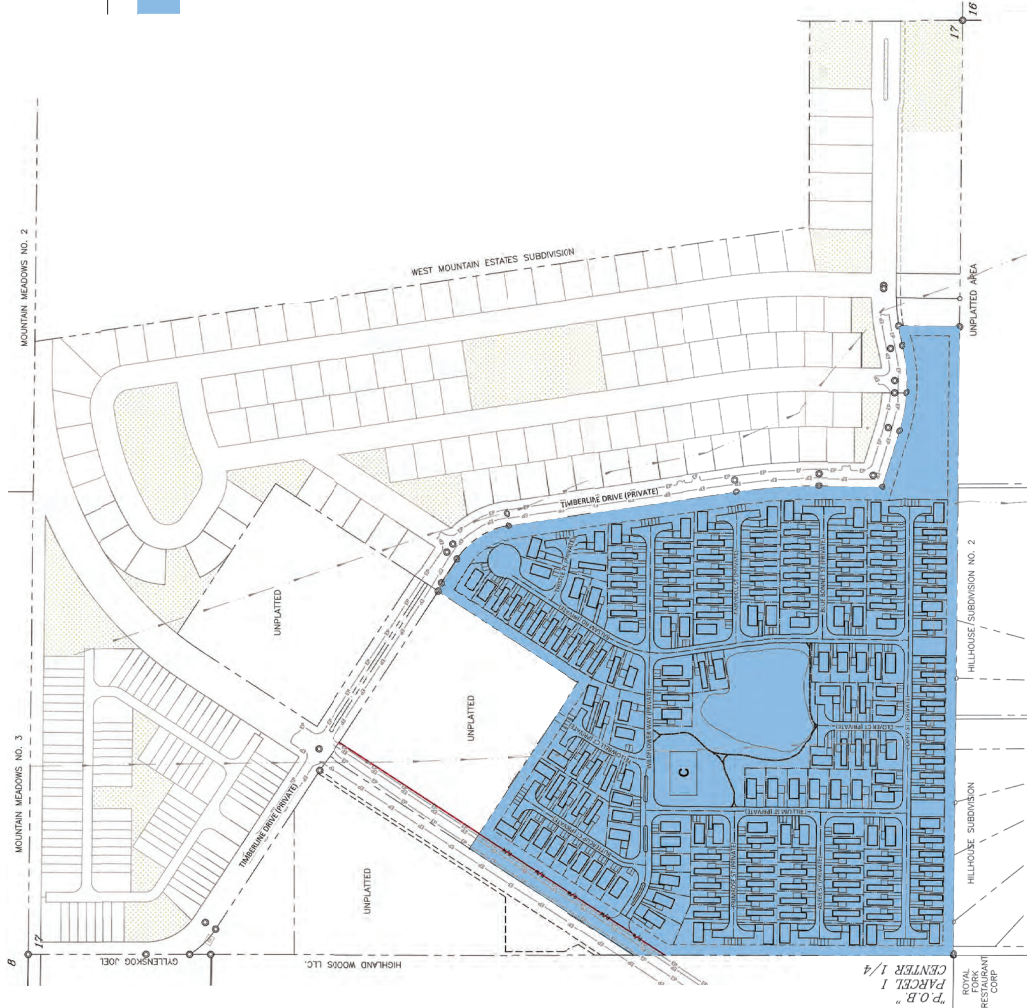
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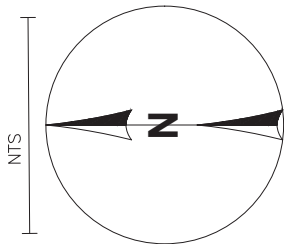
DATE

FIGURE 2: PHASING PLAN



LEGEND

ROSEBERRY PARK SINGLE PHASE:
39.10 ACRES (PROPOSED)



ROSEBERRY PARK
VALLEY COUNTY, IDAHO
PHASING PLAN
FIGURE 2

km
ENGINEERING
3100 S. 1000 E. SUITE 100
MIDvale, IDAHO 83403
PHONE: 208.343.8888
WWW.KME.COM

DESIGNER: KME
CHECKED BY: JKL
DRAWN BY: JKL
PROJECT: 21-031
SHEET NO. 2 OF 4

FIGURE 3: LAND USE MAP

LEGEND

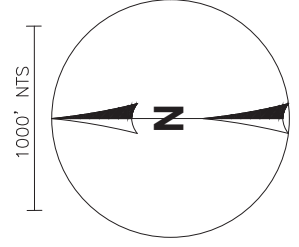
- SINGLE FAMILY (24.57 ACRES)
- OPEN SPACE (9.18 ACRES)
- PRIVATE ROADWAY (4.70 ACRES)
- PUBLIC RIGHT OF WAY (0.68 ACRES)

500' NTS

North Arrow

REVISIONS		NO.		ITEM		DATE	



[illegible]

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROSEBERRY PARK
PLANNED UNIT DEVELOPMENT**

This Declaration of Covenants, Conditions, and Restrictions for Roseberry Park planned unit development (these "Covenants") is made this _____ day of _____, 2021, by _____ ("Declarant"), a _____ limited liability company, with its principal office at _____.

RECITALS:

A. Declarant owns that certain real property located in Valley County, State of Idaho and legally described on Exhibit A attached hereto and incorporated herein by reference (together with all improvements from time to time constructed thereon, the "Property.").

B. Declarant is developing a planned unit development known as Roseberry (the "Development") which development includes the Property.

C. Declarant intends by these Covenants to impose upon the Property mutually beneficial covenants, conditions, and restrictions under a general plan of improvement for the benefit of all Owners and Occupants of real property in the Development that will become subject to these Covenants.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, leased, encumbered, used, occupied, and improved subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and which shall be binding on all parties having any right, lease or interest in the Property and their heirs and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

1.1 “Covenants” shall mean this Declaration of Restrictions, Covenants, and Conditions, as it may from time to time be amended or supplemented.

1.2 “Owner” shall mean any person or entity which, for any tract within the Property, is the record owner of:

- a. a fee simple interest;
- b. an estate for life, whether measured by the life of the estate holder or by the life of a third party;
- c. a vested remainder interest following an estate for life;

but excluding any entity or person who holds such interest as security for the payment of an obligation.

1.3 “Property” shall mean the real property described in Recital A above, together with such additional property as is subjected to these Covenants from time to time in accordance with the provisions of these Covenants.

II. PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS

All persons, corporations, partnerships, associations or other entities who shall hereafter acquire any interest in and to the Property or any part thereof, shall be taken and held to agree and covenant with the Owners of the Property and with their heirs, devisees, trustees, successors and assigns, to conform to and observe the covenants and restrictions stated in these Covenants.

III. REAL ESTATE TO WHICH COVENANTS APPLY

These Covenants shall apply to the Property.

IV. RESTRICTIVE COVENANTS

4.1 Agricultural Land Use. Owners of the Property are informed that nearby uses may include agricultural uses. Owners accept and are aware that standard agricultural and farming practices can result in smoke, dust, animal odors, flies, and machinery noise. Standard agricultural practices feature the use of heavy equipment, burning, chemical burning, chemical sprays, and the use of machinery early in the morning and sometimes late into the evening.

4.2 Fences. Fences bordering agricultural lands shall be maintained by Owners, in accordance with state law.

4.3 Construction. All structures shall be constructed in compliance with Idaho State adopted codes for construction and current fire codes as adopted by the State of Idaho.

4.4 Artificial Feeding. The artificial feeding of all wildlife and big game shall be prohibited, including providing any food, garbage, or other attractant.

4.5 Wildlife. The taking of any wildlife species within the property is prohibited.

4.6 Garbage. All garbage shall be stored in animal-proof containers or be made unavailable to animals.

4.7 Pets. Pets shall be controlled by each Owner, and not allowed to roam at large.

4.8 Landscaping Damage. Owners acknowledge that wildlife damage to landscaping and other property may occur. Owners shall accept the risk and shall not file claims against any governing body for such damages.

4.9 Addresses. All addresses in the Development shall be assigned by Valley County.

4.10 Driveways. Each driveway access point must be at least forty (40) feet from the nearest road intersection.

4.11 Water Removal and Discharge. No water may be removed from any irrigation ditch, canal, or other water conveyance facility without a water right, permit, or written water lease agreement with the appropriate person or entity. Unless there is written consent from the appropriate water users and/or water conveyance facility's authorized representatives, stormwater, snowmelt runoff, water from dewatering practices, or other water originating from within the boundaries of the Property shall not be discharged into or otherwise be directed into any irrigation ditch, canal, pipeline, or other water conveyance facility.

4.12 Statutory Protections. Owners are hereby notified that Idaho law provides specific protections in regard to liability and nuisance claims for agricultural operations and irrigators. Those specific protections include, but are not limited to Title 22, Chapter 45 of Idaho Code.

4.13 Manufactured, Modular, or Mobile Homes. If any tract of land within the Property is leased by the Owner to one or more tenants for the placement of such tenant or tenants' mobile home, modular home, or manufactured home, the Owner of such tract may impose further rules and regulations ("Rules") on such tract in conjunction with its lease as the Owner deems advisable. Such Rules shall not be required to be recorded to be effective, but shall be reasonably available by request to the Owner and shall be in accordance with the Idaho Manufactured Home Residency Act (Title 44, Chapter 20 of Idaho Code) and the Idaho Mobile Home Park Landlord-Tenant Act (Title 55, Chapter 20 of Idaho Code) as hereafter amended. For the avoidance of doubt, in the event of a conflict between such Rules and these Covenants, these Covenants shall control.

V. ANNEXATION AND WITHDRAWAL OF PROPERTY

5.1 Annexation of Property. So long as Declarant has not recorded a written instrument specifically terminating its rights pursuant to this Article 7, Declarant may from time to time unilaterally annex or add real estate to the Property, which is subject to the provisions of these Covenants. Declarant may transfer or assign this right to annex real estate, provided that the transferee or assignee is the developer of at least a portion of the Property and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Annexation

shall be accomplished by filing a "Supplemental Declaration" describing the real estate being annexed in the public records of Valley County, Idaho. A Supplemental Declaration annexing the property shall not require the consent of Owners. Any annexation shall be effective upon the recording of a Supplemental Declaration, unless otherwise provided therein.

5.2 Withdrawal of Property by Declarant. Declarant reserves the right to amend these Covenants so long as Declarant has a right to annex additional property pursuant to this Article, without prior notice and without the consent of any person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the coverage of these Covenants, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Property, provided that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

5.3 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Property subject to these Covenants initially or by Supplemental Declaration to additional covenants and easements. Such additional covenants and easements shall be set forth in a Supplementary Declaration filed either concurrent with or after the annexation of the subject property and shall not require the written consent of the Owner or Owners of the Property, if other than the Declarant, provided that such amendment is not unequivocally contrary to the overall, uniform scheme of development for the Property.

VI. GENERAL PROVISIONS

6.1 Incorporation of Recitals. The Recitals are hereby incorporated into, and made a part of, these Covenants.

6.2 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

6.3 Amendment. So long as Declarant owns property in the Development and Declarant has not recorded a written instrument specifically terminating its rights pursuant to these Covenants, these Covenants shall not be amended without the prior written consent of Declarant.

6.4 Term. These Covenants shall be binding for a term of thirty (30) years from the date of these Covenants, after which time the Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the Owners of the Property has been recorded in the real estate records of the Valley County Recorder, agreeing to revoke or terminate these Covenants.

[signature page follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions,
Covenants and Conditions on the day and year first above written.

DECLARANT:

_____, LLC,
a _____ limited liability company

By: _____
Its: _____

STATE OF IDAHO)

County of Valley) : ss.

This instrument was acknowledged before me on this _____ day of _____,
2021, by _____, as _____ of _____, LLC, a
_____ limited liability company.

Notary Public for the State of Idaho

[SEAL]

**EXHIBIT A
PROPERTY**

[INSERT LEGAL DESCRIPTION]

ROSEBERRY PARK PUD

Community Rules and Regulations

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR OCCUPANCY OF A LOT WITHIN ROSEBERRY PUD (THE "COMMUNITY"). THESE RULES MUST BE STRICTLY COMPLIED WITH IN ORDER TO CONTINUE SUCH OCCUPANCY, SUBJECT TO APPLICABLE LOCAL, STATE, AND FEDERAL LAW, INCLUDING TITLE 55, CHAPTER 20 OF IDAHO CODE. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT OR FOR FAILURE TO FOLLOW THE RULES OF THIS COMMUNITY.

THESE RULES MAY NOT BE CHANGED WITHOUT YOUR CONSENT UNLESS THE COMMUNITY PROVIDES YOU NINETY (90) DAYS' ADVANCE WRITTEN NOTICE OF THE CHANGE, AND NOT MORE FREQUENTLY THAN ONCE IN A SIX-MONTH PERIOD.

Section 1- General Matters

These Rules and Regulations (these “RULES”) are adopted for the COMMUNITY by _____ (the “OWNER”) and set forth the terms and conditions on which manufactured home spaces in the COMMUNITY (each, a “LOT”) leased to individuals (the “HOMEOWNERS”) by OWNER. HOMEOWNERS must be approved tenants who have signed a lot rental agreement with the COMMUNITY.

- 1.1 The site/lot rental agreement entered between OWNER and HOMEOWNER, of which these RULES form an integral part, is referred to in these rules and regulations as an AGREEMENT.
- 1.2 OWNER may waive one or more requirements of these RULES on a showing of good cause by HOMEOWNER. Any HOMEOWNER’S request for a waiver must be in writing and addressed to the property manager appointed by OWNER for COMMUNITY (the “MANAGER”). In acting on any request for a waiver, OWNER will consider the result to HOMEOWNER if no waiver is granted the expense to OWNER or COMMUNITY if a waiver is granted, and the impact of any waiver on COMMUNITY as it is now constituted or may reasonably be constituted or may reasonably be constituted in the future. OWNER may condition any waiver on HOMEOWNER’S payment of an amount to offset expenses associate with the waiver or may impose reasonable conditions. Any such waiver shall not form a precedent or bind future action by OWNER or MANAGEMENT.
- 1.3 OWNER reserves the right to amend, revise and/or add additional rules and regulations to these RULES, pursuant to Idaho law.

Section 2- Management

- 2.1 Any actions required to be taken by OWNER pursuant to these rules and regulations may, unless otherwise specified, be taken by the MANAGER appointed by OWNER to act as OWNER’s representative in connection with the COMMUNITY.
- 2.2 The COMMUNITY shall be represented by its Manager who is vested with all the legal right and authority to enforce the RULES.
- 2.3 Residents are encouraged to exercise reasonable diligence and caution in securing their homes and personal property at all times. Residents observing any suspicious or illegal acts are required to notify the police department first and thereafter the MANAGER.
- 2.4 Failure of the COMMUNITY or the MANAGER at any time to require performance of any RULE contained herein shall not limit the right of the COMMUNITY to enforce the RULE, nor shall any waiver of any breach of any RULE itself or any other RULE preclude future enforcement.

Section 3 – Homeowners and Guests

3.1 The tenancy agreed on in the AGREEMENT is based on occupancy of the manufactured home by the persons identified in the AGREEMENT. Any additional occupants must be approved by OWNER prior to move-in. Permission for occupancy may only be given in writing.

3.2 HOMEOWNER is responsible for the actions of other occupants of manufactured home, guests, licensees, and invitees. **NO TRESSPASSING ON OTHER LOTS IS ALLOWED.** OWNER shall be reimbursed for any loss or damage to OWNER's property.

3.3 No subletting of a manufactured home or RV is permitted on a LOT. Manufactured homes and RV's must be owner occupied. The registered owner of manufactured home or RV must be a tenant.

3.4 Any person(s) who will occupy a manufactured home or to care for it { i.e., a "house sitter" } during the absence of HOMEOWNER in excess of 30 days must turn in an application and be approved by OWNER prior to occupying the manufactured home. Any live-in care provider who is taking care of HOMEOWNER must pass a background screening and must sign a Live-In Care Provider Agreement to be provided by MANAGER.

3.5 Under exceptional circumstances, the OWNER and/ or MANAGER may approve the use of a manufactured home or RV by other than the owner thereof; however, prior written permission must be obtained in advance from MANAGER.

3.6 No one will carry on any obnoxious or offensive activity which OWNER believes is or may become an annoyance or nuisance to the COMMUNITY.

3.7 HOMEOWNERS must inform all occupants, guests and invitees of the RULES and supervise all occupants, guests, and invitees. HOMEOWNERS are responsible for their guests' actions. Guests desiring to become a resident of the manufactured home, must apply for residency and shall be subject to OWNER's approval.

3.8 HOMEOWNERS will respect the peace of the COMMUNITY and see that guests do the same. Neither HOMEOWNER nor guest shall cause unreasonably loud or disturbing noise through parties, radio, television, stereo equipment, musical instruments, chain saws, motorcycles, automobiles, pets, etc. There is a noise abatement curfew from 10:00 p.m. to 7:00 a.m.

3.9 HOMEOWNER will provide OWNER with the name of a person to be contacted in the event of an emergency and/ or HOMEOWNER's death.

3.10 HOMEOWNER will provide OWNER with proof of ownership for the manufactured home occupied by HOMEOWNER consisting of:

- a) copy of the bill of sale or contract to purchase the manufactured home prior to move-in and/or occupancy; and

b) copy of the title or registration with vehicle (home) ID information demonstrating ownership by HOMEOWNER.

3.11 HOMEOWNER will provide OWNER with proof of insurance, and proof that all applicable personal property taxes have been paid for the manufactured home for the current personal property tax year at the commencement of the tenancy and at the request of the OWNER anytime thereafter.

3.12 HOMEOWNER is responsible for registering the manufactured home registration plate (x-plate) with OWNER prior to move-in and/ or occupancy.

3.13 Tampering with mail addressed to others is a federal offense and is a basis for eviction.

3.14 Disorderly conduct, abusive language or activities which unreasonably disturb or interfere with the peaceful enjoyment, MANAGEMENT, or any part of the COMMUNITY, or which violate any governmental statute, ordinance, regulation or rule shall not be permitted.

Section 4- Utilities

4.1 Electric and gas services are the responsibility of each HOMEOWNER and are payable by each HOMEOWNER directly to company providing service. In the event a private service prepares their bills for any of the above services any amount payable for said services shall be made payable as instructed by the private service company and/or COMMUNITY or OWNER.

4.2 Garbage and garbage containers must be kept out of sight except on days when garbage is scheduled to be collected.

4.3 Paper towels, sanitary napkins, diapers, and other large items should not be flushed down your toilet. Grease should not be put in any sink drain or other drain connecting to any sewer line. HOMEOWNER is responsible for clearing any blockage in a sewer line from the home to the main line servicing the COMMUNITY.

4.4 Each HOMEOWNER shall be responsible for ensuring that no storage building or other structure is erected or placed over any shut-off valve, sewer clean-out, or electrical pedestal that may be located on the HOMEOWNER's LOT. **Permission for the placement and location of any storage building or structure erected on the LOT must be obtained in writing from the COMMUNITY.**

4.5 HOMEOWNER acknowledges OWNER/COMMUNITY may need access to the utility hook-ups under HOMEOWNER'S home for the purpose of maintenance installation of water meters or other utilities. HOMEOWNER expressly grants OWNER/COMMUNITY permission to remove, replace, or customize HOMEOWNER's skirting to allow maintenance /installation of utility systems under HOMEOWNER's home in the event such maintenance is necessary.

Section 5 – Vehicles

5.1 No motor oil or any other caustic or non- biodegradable substance shall be deposited in any street drain, sewer system or on the grounds within the COMMUNITY. HOMEOWNER shall be responsible for all fines and the cost of cleaning up any caustic or non-biodegradable substances deposited by HOMEOWNER in the COMMUNITY.

5.2 Propane tanks larger than 5 gallons are not allowed in the COMMUNITY except for those attached to and used exclusively for recreational vehicles.

5.3 Each LOT is provided with either off-street parking or a garage and driveway to accommodate two passenger vehicles. HOMEOWNER is permitted to have no more than two vehicles, which when not in use must be parked in the off-street parking areas for HOMEOWNER's LOT.

5.4 HOMEOWNER may request approval from OWNER to keep more than two vehicles. Any approval given will be conditioned on HOMEOWNER providing an additional approved off-street parking space for the additional vehicle at HOMEOWNER's expense. If approval is granted, HOMEOWNER will be charged a monthly fee per vehicle. This charge will be adjusted to the same extent monthly rent is adjusted according to the rent adjustment formula provided in the AGREEMENT.

5.5 Vehicles dripping oil, transmission fluid, brake, fluid or any other lubricant or chemical must be immediately removed from the COMMUNITY until they are repaired. HOMEOWNER is responsible for cleaning up any oil, fluid, lubricant, or chemical from the driveway and street immediately in front of HOMEOWNER's Lot. OWNER may require that any vehicle, including vehicles owned by HOMEOWNERS, not be allowed to enter, or remain in COMMUNITY, if, in OWNER'S opinion the vehicle is:

- a) not properly maintained
- b) constitutes a hazard to HOMEOWNERS
- c) in such dilapidated condition and that it distracts from the appearance of the COMMUNITY. If owner intends to remove a vehicle from COMMUNITY under this rule it will give twenty-four (24) hours' notice to the homeowner responsible for the vehicle in person, if possible, otherwise by posting a notice on the vehicle. If the vehicle is not removed from the COMMUNITY within twenty-four (24) hours, OWNER may tow the vehicle from the COMMUNITY at the risk and expense of the vehicle owner and responsible HOMEOWNER. In the alternative, OWNER may give notice to the HOMEOWNER to remove the vehicle from the COMMUNITY and failure to do so shall serve as a basis for termination of HOMEOWNER's tenancy.

5.6 HOMEOWNER is not allowed to park or allow others to park commercial vehicles or

equipment in COMMUNITY (other than that temporarily present for the purpose of providing some service to HOMEOWNER) or inoperable vehicles. All vehicles must be operable; non-operable vehicles must be removed from the COMMUNITY.

5.7 In addition to the off-street parking associated with HOMEOWNER'S lot, guests may park their cars in other parking areas designated by OWNER for that purpose. HOMEOWNER and guests must ensure that guest's cars are parked in a location so as not to block any neighbor's access or restrict traffic flow within COMMUNITY.

5.8 Approval of OWNER must be obtained before bringing any truck larger than ONE TON, SINGLE AXLE into the COMMUNITY. Trucks larger than one (1) ton will not be allowed to park overnight on a HOMEOWNER's LOT without prior COMMUNITY permission.

5.9 Vehicles parked in violation of COMMUNITY rules will be towed away and impounded at HOMEOWNER'S expense. In addition, HOMEOWNER may be charged a vehicle violation charge to defray the additional administrative costs of addressing such parking violation, Currently, the charge is \$150.00 per violation.

5.10 The speed limit within the COMMUNITY for all vehicles is limited to TEN (10) MILES PER HOUR.

5.11 Motor homes, campers, trailers, boats, snowmobiles, residential vehicles, and other recreational vehicles are not allowed to be stored on HOMEOWNER's lot except as provided below.

5.12 Recreational vehicles may only be left on HOMEOWNER's lot for up to forty-eight (48) hours with in a fourteen (14) day period to accommodate loading and unloading.

5.13 Street licensed motorcycles may be driven to and from the COMMUNITY only. Three-wheelers, all-terrain vehicles, or the like, whether or not in use, are not allowed in the COMMUNITY. Any waiver of this rule will be conditioned on HOMEOWNER's registering the vehicle with OWNER and on the vehicle's not being noisy. Whether a vehicle is "noisy" shall be the sole discretion of MANAGEMENT. Unregistered vehicles may not be stored in the COMMUNITY.

5.14 Driveways of vacant lots or vacant homes may not be used for guest or overflow parking without approval from OWNER.

5.15 Loud motor vehicles may not be operated in COMMUNITY at any time.

5.16 Parking for HOMEOWNER'S recreational vehicles is not available on-site.

5.17 HOMEOWNERS are not allowed to overhaul vehicles on their space or in their driveway. No repair of automobiles, motors, engines, trailers, boats, or other similar equipment will be made within the COMMUNITY and no automobile equipment, engines, motors, etc. shall be washed

anywhere in the COMMUNITY. Oil changes or routine vehicle maintenance is not an exception to this rule.

5.18 All recreational vehicles must be currently registered and maintained in good condition and in running order.

5.19 No RV deemed to be in “poor” condition (e.g., broken or cracked windows, flat tires, rusted, badly dented, or in need of paint) will be allowed in the COMMUNITY.

5.20 Approved recreational vehicles include: Class A, Class B and Class C Motorhomes, fifth wheels, hard sided travel trailers and toy haulers.

5.21 All RV’s must be leveled and supported with the proper equipment.

Section 6 – Pets

6.1 Domesticated house pets under forty (40) pounds at maturity may be allowed if the HOMEOWNER obtains prior written permission from the MANAGER. Said permission shall become part of the AGREEMENT between OWNER and the HOMEOWNER, to be signed by both parties. An additional pet may be allowed if the HOMEOWNER received prior written approval. Disabled HOMEOWNERS are allowed to keep a service animal as allowed by law, but also must register the animal with the COMMUNITY.

6.2 Cats must be kept indoors.

6.3 No outside dog runs, dog houses, pet tethers, or pets living outside of a manufactured home are allowed. Pets must be kept on the HOMEOWNER’s LOT and are not allowed to roam unattended on HOMEOWNER’s LOT, COMMUNITY streets, common areas or other homeowners’ lots. Pets shall not be left leashed or tied up outside a HOMEOWNER’S home during any period of absence by the HOMEOWNER.

6.4 All pets shall be directly attended and, on a leash, when outside the HOMEOWNER’S home.

6.5 Noisy, unmanageable, or unruly pets that cause complaints will not be allowed to remain in the COMMUNITY. HOMEOWNER shall receive one written warning regarding a complaint about a pet. If second written notice is required, the pet must be removed from the COMMUNITY permanently within ten (10) days of such second written notice.

6.6 Excreta (pet dropping) must be cleaned up promptly by pet owners.

6.7 No pet food dishes may be kept outside.

6.8 All pets in the COMMUNITY must have a tag or other form of identification on its collar, showing the name and telephone number of the HOMEOWNER responsible for the pet. All pets must have valid licenses and proof of rabies vaccinations.

6.9 Guests are not permitted to bring pets into the COMMUNITY without prior permission from MANAGEMENT.

6.10 The COMMUNITY may charge HOMEOWNER a violation charge to defray the additional administrative costs of addressing such pet violation. Currently, the charge is \$50.00 per violation of the written pet agreement or violation of the RULES relating to pets.

6.11 Any pet that, in the OWNER's sole opinion, constitutes a nuisance or causes a HOMEOWNER's home or LOT to become unsightly, must be removed from the COMMUNITY, upon written notice by MANAGEMENT. Permission to keep any pet may be revoked by MANAGEMENT if at any time it determines that HOMEOWNER is not properly caring for the animal, the animal is noisy, unmanageable or unruly, or other HOMEOWNERS in the COMMUNITY are complaining about the animal.

Section 7 – Common Areas/Recreation Facilities

7.1 OWNER will maintain those areas of COMMUNITY which a HOMEOWNER is not responsible for maintaining pursuant to the AGREEMENT and the RULES (referred to herein as "COMMON AREAS"). HOMEOWNER's use of the COMMON AREAS and their use by other occupants of HOMEOWNER's manufactured home and HOMEOWNER'S guests, licenses, and invitees, is, however, at the risk of the HOMEOWNER or user, and OWNER is not responsible for injuries or damages associated with the use of COMMON AREAS or the personal property connected with them unless such injuries or damages are caused by OWNER'S negligence or willful misconduct.

7.2 HOMEOWNER, occupants of the manufactured home, and guest, licensees, and invitees, may use the COMMON AREAS only for the purposes for which they were intended and may not do in COMMON AREAS activities that would not be permitted on leased LOTS. For example, and without limitation, COMMON AREAS may not be used for storage or parking.

7.3 Except otherwise posted, the curfew for all recreation/COMMON AREAS/facilities within the COMMUNITY is enforced in accordance with any/all applicable government ordinances.

Section 8 – Manufactured Home Set-Up

8.1 HOMEOWNER is responsible for all costs of installation of a home upon a LOT in accordance with these RULES and the AGREEMENT. OWNER is not responsible for topsoil, lot preparation, foundation stability, final grading, setting, drainage, gravel, or relocation of any utilities unless agreed to in writing by OWNER.

8.2 HOMEOWNER agrees that HOMEOWNER has examined the condition of the lot and is aware

of its condition and accepts said lot “as is” and “with all faults”. HOMEOWNER further states that HOMEOWNER has not relied on OWNER or COMMUNITY for advice concerning the installation of the manufactured home and has relied and discussed such installation with a manufactured home dealer or contractor and is relying on the skill, experience and judgment of the manufactured home dealer or contractor.

8.3 HOMEOWNER will give OWNER seventy-two (72) hours’ notice before bringing their manufactured home into COMMUNITY for set-up. On arrival, OWNER will instruct HOMEOWNER and HOMEOWNER’s driver on where to park the manufactured home pending set-up.

8.4 Prior to siting any manufactured home in COMMUNITY, HOMEOWNER shall be responsible for coordinating with the COMMUNITY manager to specifically locate the position of the manufactured home on the lot.

8.5 All HOMEOWNERS with mortgaged, manufactured homes who are purchasing their home on a contract shall furnish the MANAGER the name of the lienholder or mortgagee prior to moving the home into the COMMUNITY.

8.6 On arrival at COMMUNITY for set-up, HOMEOWNER will register with OWNER the license number of the manufactured home, if required to be licensed.

8.7 All aspects of manufactured home siting and set-up, including electrical, gas, telephone, sewer, water, and television hook-ups, as well as provision of required foundation or footings, and any other necessary blocking, are the responsibility of HOMEOWNER.

8.8 As part of hooking-up to COMMUNITY’S water system, HOMEOWNER will install a backflow device at HOMEOWNER’S expense. Said backflow device shall be in accordance with specifications identified by COMMUNITY in its sole and absolute discretion.

8.9 HOMEOWNER is responsible for any damage caused to their LOT, other lots, streets, or any portion of the COMMUNITY during the siting or removal of their manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.

8.10 HOMEOWNER is responsible for connecting the manufactured home to the sewer line with rigid pipe. The manufactured home must be placed on the lot to cover or enclose sewer and water connections, as required by law.

8.11 HOMEOWNER must remove any towing hitch within thirty (30) days after the manufactured home is placed on the LOT.

8.12 Temporary steps must be removed within thirty (30) days of set-up and replaced with permanent steps.

8.13 HOMEOWNER will not be entitled to move into their manufactured home until siting and

set-up have been approved by OWNER.

Section 9 – Manufactured Home Standard

9.1 Prior to siting any manufactured home in COMMUNITY, the HOMEOWNER shall be responsible for providing MANAGEMENT and/or OWNER a copy of the manufactured home purchase agreement (if the home is new) or accurate description of the manufactured home that confirms that the purchase agreement includes all required improvements as set forth in Section 4 of the RULES, specifically including skirting, decking, awnings, and storage building. In those cases where a HOMEOWNER is moving a qualifying manufactured home into COMMUNITY that is not a new purchase, the HOMEOWNER shall be responsible for providing a photograph together with the complete descriptive information identifying the home size and materials.

9.2 No permanent alterations shall be made to the manufactured home or LOT without the prior written permission of OWNER (including fencing, painting, color scheme changes, etc.). OWNER reserves the right to approve any exterior accessory or structure added to the manufactured home or LOT prior to its installation. All structures must be of factory-manufactured material or specifically approved in writing by OWNER prior to construction and/or installation. OWNER reserves the right to require that all permanent structures erected by HOMEOWNER be removed at HOMEOWNER'S expense when HOMEOWNER moves from the COMMUNITY.

9.3 All homes, accessories, and/or alterations/additions shall comply with applicable federal, state, and local statutes and ordinances as to their construction, installation, and maintenance. No manufactured home, accessory structure, or addition, including awnings, decks, etc. may be placed closer than permitted by county/city set back requirements to any lot boundary line. No manufactured home, accessory structure and/or addition to include decks, awnings, porches, etc., may be placed closer than 8" from any electrical transformer.

9.4 MANAGEMENT reserves the right to refuse admission to any home that does not meet COMMUNITY standards or the condition and/or appearance of the manufactured home is misrepresented.

9.5 All homes are required to have continuous skirting on home. Skirting must be continuous, any noticeable cracks or seams between the skirting panels must be caulked within thirty (30) days following set-up. All skirting must have an access panel (minimum dimensions 18" x 24") that does not require tools for opening or closing and is located so that fuel, electric, water and sewer connections are readily accessible for inspection and repair.

9.6 HOMEOWNER shall be responsible for installing the lot number of their home on the front side of the home, at least 5' above HOMEOWNER ground level.

9.7 New awnings and decks are allowed if HOMEOWNER turns in a written alteration request and drawing with a description of work requested and is given prior written approval by MANAGER.

9.8 Decks and porches must be skirted with either manufactured skirting of a similar style and color as the skirting used to skirt the manufactured home or fully enclosed with pre-treated wood so as to be compatible with the design of the porch and deck. All decks, porches, and steps must have handrails.

9.9 All above-ground piping must be protected from freezing with adequate heat tape and wrapped with insulation. All above-ground plumbing must be connected to an underground shut-off/gate valve that is always accessible and maintained in good working order. HOMEOWNERS are responsible for bleeding outside water lines prior to sub-freezing weather conditions. Any damage or expense caused by freezing pipes will be borne by HOMEOWNER.

9.10 All HOMEOWNERS are required to landscape and maintain, including weeding and mowing, the yard area next to their driveway that lies within the boundary of their LOT.

9.11 OWNER reserves the right to make reasonable modifications to the manufactured home standards identified herein to accommodate special circumstances which may be dictated herein by the terrain of the COMMUNITY or individual lots.

9.12 No excavation of any kind shall take place until and unless the COMMUNITY has been notified, which is required due to the existence of underground utilities. If HOMEOWNER hires an individual/company for any work requiring excavation, HOMEOWNER will be responsible for any damages caused by excavation without proper notification of location of any and all existing lines. (Digging without knowing the approximate location of underground utilities can result in damage to gas, electric, communications, water, and sewer lines, which can lead to service disruptions, serious injuries, and costly repairs.)

9.13 If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, OWNER has the option of taking that action for HOMEOWNER. If HOMEOWNER takes some action not in compliance with these rules and regulations (such as constructing an improvement without approval), OWNER has the option of undoing what HOMEOWNER has done. If OWNER exercises this option given, HOMEOWNER shall be responsible to OWNER for OWNER's expenses in doing the work together with an additional fee of twenty (20%) percent.

Section 10 – Manufactured Home and Lot Maintenance

10.1 HOMEOWNER is responsible for maintaining and keeping clean and in good repair the exterior of their manufactured home, as well as appurtenant structures such as decks, steps, storage buildings), and fences at all times. All wooden structures such as decks, handrails, storage buildings(s), etc., shall be painted or stained as necessary to prevent their visual and/or physical deterioration. The exterior finish of the home must be maintained to the satisfaction of the OWNER/COMMUNITY, which may require painting as needed with a color pre-approved by OWNER.

10.2 ANY alterations, changes, or improvements to HOMEOWNER'S manufactured home or improvements (including fencing, painting, color scheme changes, name signs and the like) constructed on HOMEOWNER'S LOT must have the prior written approval of OWNER, whether those alternations or improvements are required by the AGREEMENT or these RULES or whether they are voluntarily proposed by HOMEOWNER. Improvements or alterations will usually be required to be made with factory – manufactured material.

10.3 HOMEOWNER is responsible for maintaining all lawn areas, flowers, shrubbery, and trees within the boundaries of their LOT. Lawns must be mowed on a regular basis during the spring, summer, and fall growing season edged, kept free of weeds, and watered as necessary.

10.4 If landscaping is not properly maintained, OWNER may, but is not required to, perform, or have performed whatever landscape maintenance may be required and charge the HOMEOWNER directly. If HOMEOWNER consistently fails to maintain the space, OWNER reserves the right to evict HOMEOWNER in accordance with the AGREEMENT and Idaho law.

10.5 If HOMEOWNER wastes water and allows water to run into the street, OWNER may impose a charge each time the HOMEOWNER wastes water. HOMEOWNERS absent for an extended period of time, such as 2 weeks or more (14 consecutive days) shall be responsible for arranging for the care and maintenance of their LOT during their absence.

10.6 All landscaping improvements made to the LOT shall, upon termination of tenancy (whether by HOMEOWNER or OWNER) become property of OWNER unless HOMEOWNER receives written agreement from OWNER for such items.

10.7 Fences may only be four (4) foot high and must be approved by the manager prior to installation.

10.8 If HOMEOWNER constructs fence, homeowner will be responsible for mowing on the inside and outside of the fence, as HOMEOWNER is responsible for the LOT.

10.9 COMMON AREAS, driveways, streets, and HOMEOWNER's LOT, including porches and decks, are always to be kept clean and free from trash, litter, and debris. Toys are not to be left in the streets. Gardening tools, and equipment, etc., must be stored inside the HOMEOWNER's storage shed and kept out of sight.

10.10 Furniture left outside a home shall be limited to items commonly accepted as outdoor or patio furniture. Storage of any type beneath the mobile home including material of explosive nature is prohibited. Standard patio furniture and a park approval storage cabinet will be permitted to present a clean and neat external appearance. Any household appliance, exercise equipment, or upholstered furniture cannot be placed outside the mobile home. Boats, travel trailers, unmounted campers, or unsightly objects are not to be stored on the LOT or parking areas. Special storage problems should be coordinated with MANAGEMENT.

10.11 Staking or storage of firewood is not allowed.

10.12 HOMEOWNERS must remove (take down) any holiday or seasonal decorations for their manufactured home, yard, and/or LOT within thirty (30) days after the celebrated holiday. NO EXCEPTIONS.

10.13 Clothes lines or clothesline poles are not allowed. Clothing, linens, rugs etc. are not to be draped over deck or porch railings or otherwise left outside the HOMEOWNER'S manufactured home.

10.14 Backboards may not be installed on carports, awnings, or other structures located on the HOMEOWNER'S LOT. Portable backboards/stands are allowed with the prior WRITTEN approval of OWNER.

10.15 Exterior window blinds are allowed with prior WRITTEN permission of OWNER. Bambooreed exterior blinds are NOT allowed. Window coverings must meet COMMUNITY standards. No blankets, sheets or makeshift window coverings are allowed.

10.16 Signs, posters decals, prints, pictures, etc. shall not be displayed in windows or on the home at any time. Political yard signs are permitted during an election campaign, however, must be removed within forty-eight (48) hours after election.

10.17 Pools of any kind are not permitted, except for pools that the park may own and operate.

10.19 Trampolines are not permitted.

Section 11 – Firearms and Fireworks

11.1 Firearms shall not be discharged within the COMMUNITY or on property owned by the COMMUNITY. Firearms are always to be unloaded while outside of a HOMEOWNER'S home in the COMMUNITY. Firearms include "BB" guns, pellet guns, dart guns, and any other weapon capable of firing a projectile.

11.2 Fireworks that "pop" or propel into the air are prohibited within the COMMUNITY. The only fireworks that will be allowed in the COMMUNITY are those that do not make noise and/or are handheld. HOMEOWNERS and/or their guests must clean up any fireworks discharged in the COMMUNITY. HOMEOWNERS discharging fireworks are responsible for any damage whatsoever to the COMMUNITY.

Section 12 – Removal of Manufactured Home

12.1 Prospective purchasers of a manufactured home must submit an application for residency and be approved by OWNER PRIOR to occupying any manufactured home in the COMMUNITY. No sale of a manufactured home in the COMMUNITY shall obligate COMMUNITY management to

accept a new purchaser unless an application has been received and approved by COMMUNITY management prior to sale. Notice of approval or disapproval shall be given by OWNER in writing within five (5) working days of receiving a written application. A new rental agreement must be signed between OWNER and a prospective resident prior to such transfer or assignment.

12.2 HOMEOWNERS shall be allowed to leave their manufactured home in its present lot and sell the manufactured home to a new HOMEOWNER, subject to the following conditions:

The manufactured home shall be brought up to all current COMMUNITY standards for new homes moving into the COMMUNITY and OWNER shall have approved the new tenant in accordance with Section 12.1. OWNER may, at his/her sole discretion and in cases selected by him/her, grant special exceptions to this rule. Any special exceptions shall be in writing, signed by OWNER and HOMEOWNER, and shall specify the length of time for which the exception is granted. Failure to immediately enforce this rule shall not be construed to constitute an exception and shall not prevent late enforcement of this rule.

12.3 Prospective purchasers shall furnish to MANAGER, the names, and addresses of all lienholders, and/or mortgagees who will be extending credit for the purchase of the home, as a condition of being accepted as a community resident and as a condition of tenancy.

Section 13 – Sale of Manufactured Homes

13.1 HOMEOWNER will give OWNER seventy-two (72) hours-notice before removing the manufactured home from the LOT and COMMUNITY. Prior to the removal of the mobile/manufactured home, all rents for the LOT, utilities, and services must be paid in full unless waived in writing by the COMMUNITY.

13.2 On termination of the AGREEMENT, HOMEOWNER will remove the manufactured home and remove any improvements to the lot which OWNER requests be moved.

13.3 HOMEOWNER is responsible for any damage caused to the LOT, other lots, streets, or any portion of COMMUNITY during removal of the manufactured home and shall reimburse OWNER or other HOMEOWNERS, as appropriate, for any loss suffered.

Section 14 – Termination of Lease /Rental Agreement

14.1 By HOMEOWNER – HOMEOWNER may terminate this tenancy upon a minimum of thirty (30) days written notice to OWNER/LANDLORD/MANAGER. If such notice is given, HOMEOWNER agrees to remove HOMEOWNER' home from the home site by termination date given.

14.2 By OWNER/LANDLORD – OWNER/LANDLORD may terminate the tenancy of HOMEOWNER in accordance with the AGREEMENT and Idaho State law, including without limitation Idaho Code Section 55-2010, which permits termination for, among other things, substantial or repeated violations of the AGREEMENT or these

RULES or nonpayment of rent within thirty (30) days after three days' written notice and failure to bring such rent current.

14.3 No failure of OWNER to enforce any of these rules and regulations shall operate as a waiver of its right to enforce that or others of the rules and regulations and to insist on strict compliance with rules and regulations.

Section 15 – Partial Invalidity

15.1 If any term or provision of these RULES or any document referred to in these RULES or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these RULES or the other document or the other application of such time or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of these RULES or the other document shall be valid and be enforced the fullest extent permitted by law.

APPENDIX D IMPACT REPORT

The project, as planned, will meet the goals of the *Comprehensive Plan*, planning policy and the requirements of the *Valley County Land Use and Development Ordinance* with minimal impacts that will be adequately mitigated as required by the County.

1. TRAFFIC VOLUME

The development's road system will meet or exceed safety, capacity, and infrastructure requirements. The development will consist of private roads, with controlled access that will be maintained by the Owner's Association.

Pathway facilities and amenities will encourage residents to stay within the community and use non-motorized transportation.

The Development will also minimize impacts to the traveling public during the construction phases by developing and enforcing construction safety and workmanship standards such as; detouring plans, traffic control plans, dust abatement, and construction runoff control.

2. HOUSING AFFORDABILITY

Manufactured homes within Roseberry Park will provide a much needed affordable housing product to Valley County. Single- and double-wide manufactured home footprints will provide a variety of housing options with an affordable price point for the area.

3. NOISE AND VIBRATION

In the short term there will be an increase in the noise level due to construction of the development. The Development will comply with all state and county noise control regulations and standards. The Development will identify opportunities to use landscaping and vegetative buffers to minimize the impact on adjacent properties. The long term increases due to activities and events resulting from the development should be minimal. The noise and vibration levels will be consistent with the standards set forth in the *Valley County Land Use and Development Ordinance*.

4. HEAT AND GLARE

In the short term there will be a slight increased glare due to construction and related activities associated with this type of development. The heat and glare should be minimized to the greatest extent possible by site planning, building orientation, and natural and planted vegetative screening.

5. AIR QUALITY

Any construction of new homes in Valley County presents the prospect of additional air quality issues, if wood burning devices are utilized. Manufactured homes will be constructed off-site, which will mitigate negative impacts to the air quality typical of constructed subdivisions. In addition, unlike the rest of Valley County, Roseberry Park will have enforceable "no-burn"

policies. Through the Declaration of Covenants, Conditions and Restrictions, the governing Board for the development will have the ability and responsibility to order cessation of wood burning within the development during periods of degraded air quality. The Board will work with the Division of Environmental Quality to establish guidelines and access to monitoring data, to implement this program.

6. WATER DEMAND/SYSTEM

The Developer intends to connect into the existing on-site water supply distribution facility in cooperation with the Owner of the water company, Timberline Development LLC. The Developer has negotiated connection requirements with Timberline Development LLC. If this proposal is successful, the Developer will negotiate an appropriate connection fee and cost reimbursement agreement that reflects the Developer's total cost for all in-kind construction, right-of-way and site contribution to Timberline Development LLC. The central water system has the capacity to serve both domestic and fire flow needs of this development.

7. FIRE PROTECTION

The development is currently protected by the Donnelly Rural Fire Protection Association. The proposed water system for the development is designed and constructed to meet pressure and flow requirements per the applicable fire codes and standards. Planning measures will provide for necessary road access and utilize best design standards for fire protection. Additional elements may include use of non-combustible building materials, and fire resistant vegetation. The Applicant will work with the Rural Fire Protection Districts to assure that the development utilizes best practices for fire prevention and suppression, including the solicitation of input on infrastructure design, Design Guidelines and CC&R's.

8. VEGETATION

The development intends to maintain and protect the existing agricultural landscape however, some vegetation will be removed. The number of trees removed for construction of the development should not have a significant visual impact to the overall site. Renegotiation and landscaping will more than replace the number of removed trees.

The goal of development is to create an environment that is harmonious with the current landscape character. This goal will be achieved through careful selection of plant materials that mirror or enhance the existing aesthetic vegetation qualities.

Riparian areas will be rehabilitated and enhanced by naturalistic placement of trees, shrubs, and grasses. The enhanced riparian areas should replicate the stream environment before cattle grazing and irrigation practices were introduced to the landscape.

9. SOIL STABILIZATION & VEGETATION RESTORATION

All disturbed areas outside the roadway will be revegetated as applicable. As the project site is relatively flat, we do not anticipate noticeable disturbance to occur.

10. SOIL CHARACTERISTICS

The soil characteristics of the development are, in general, suitable for the proposed improvements. Detailed geotechnical analysis will be conducted on specific building sites on a case-by-case basis to provide specific site information to the Architect, Engineer and/or County Engineer for design purposes. Soil and erosion control measures will be implemented to avoid potential erosion and soil stability problems.

11. SITE GRADING

Grading will be accomplished with maximum preservation of the site's natural character and amenities. Building pads and lots will be graded individually in a site sensitive manner to reduce impacts. Cut and fill slopes along roadways will be carefully designed to minimize visual impacts. Careful planning and analysis of existing soil and naturally occurring drainage patterns should minimize grading and its impact to the overall development. In addition, the CC&R's and Design Guidelines will require review by the Architectural Review Committee of any site grading plans. Infrastructure related grading plans will be submitted with the Final Plat for each Phase. Since the development lies within a wildlife corridor, there will be a no fence policy to try retaining historical wildlife movement and behaviors.

12. VISIBILITY TO DEVELOPMENT

The natural landscape of the site ranges from timbered areas to grassy pasture fields. These natural features with the additional of additional vegetative buffers will provide a reasonable screen of the development from adjacent public roads and property owners. The planning measures should screen the majority of the structures by using the existing timber and supplementing with new plantings. The landscape plan includes a 15' landscape perimeter buffer the views from the adjacent developments.

13. SITE SELECTION

The development site offers diversity in natural features, access to nearby public lands and close proximity to a substantial community. These combined factors provide for a quality setting. The differences in terrain covering the area provide for a range of developmental opportunities and options that provide for a unique and quality community environment.

14. APPROXIMATION OF INCREASED REVENUE, NEW JOB AVAILABILITY, INCREASED LOCAL EXPENDITURES

The proposed project will offer a unique surrounding and living environment in Valley County. The residents of the area will be able to use and enjoy the recreational facilities and benefit from the improvements.

The proposed development will be privately funded, and as such, no public monies will be required. Private roads, central water and sewer systems and other appurtenances will be maintained by the Property Owners' Association.

The project is planned on property which was formerly being used for cattle grazing and pasture land. After implementation of the project, the land use will change, and the following benefits will be created:

- a) Improvement to the general health of the land and wildlife as a result of elimination of the prior land use practices.
- b) As a PUD, the project provides a transition from cattle grazing and pastureland use and meets the goals of the *Comprehensive Plan*, and the *Valley County Land Use and Development Ordinance*. The Ordinance indicates to the greatest degree possible the agricultural/open space character of Valley County should be maintained. This plan has accomplished this goal by providing portions of the project in open settings, utilizing the natural topography and preserving areas of open space in its traditional character.
- c) Design standards, development restrictions, storm water, soil and erosion control and best management practices will provide direct benefits to surrounding water and air quality.
- d) County private business and local government will benefit from the increased market opportunities generated from the needs of the development. Increased market demand will benefit the community with increased revenue for the private citizen and benefit local government through increased revenues from additional taxes and service fees. Multi-family housing accommodations will allow some much needed opportunity for economic housing alternatives within a upper scale environment in the Valley County area.

The cost to the surrounding community from change of the existing land use is mitigated by the development's planning process that is consistent with the *Comprehensive Plan* and the *Valley County Land Use and Development Ordinance*.

15. APPROXIMATION OF COSTS FOR ADDITIONAL PUBLIC SERVICES, FACILITIES, AND OTHER ECONOMIC IMPACTS

The development is a private venture to be financed through private funds. Therefore, no public funds will be required for the site improvements.

Other impacts on public services are identified in the Applicant's Fiscal Impact Analysis, which is included in Appendix B.

16. IMPACT ON EXISTING DEVELOPMENTS

SOLID WASTE

The development should not adversely affect the existing transfer station or the private collection operation. The development's solid waste collection will function on the same basis as other Valley County property owners. Participation in recycling programs will help minimize the development's overall waste production.

SANITARY SEWER SYSTEM

Developer agrees to pay sewer hookup fees as established through negotiation with the North Lake Recreational Water and Sewer District (NLRWSD). Said hookup fees are currently reported to be \$2,500.00 per equivalent residential user. NLRWSD will accept, transmit, treat and dispose of the Developments sewage.

FLOOD POTENTIAL

The proposed development planning process will locate all building structures out of the floodplain. The encroachment into floodplain areas, such as earthen road structures and fills will be designed to accommodate the 100-year storm event.

DRAINAGE PATTERNS/WATER QUALITY

The proposed development will not significantly alter the existing drainage patterns and flows. The development will use Best Management Practices (BMP's) as outlined in the "*Handbook of Valley County Stormwater Best Management Practices*" to capture, disperse and treat storm water in a series of grassy swales, retention areas and other accepted methods. BMP'S will be used to naturally filter pollutants, and provide nutrient uptake before storm water enters the existing drainage patterns. Water quality for the development should significantly improve by the elimination of the present land use of cattle grazing and flood irrigation. In addition, surface water quality will be addressed during and after construction of the development. Improvements will focus on limiting the area of disturbance and treating the surface water as close to the source as possible.

17. NATURAL RESOURCES AND MATERIALS AVAILABLE

WETLAND AREAS

There may be a limited amount of Inland Herbaceous Wetlands per the National Wetlands Inventory online search conducted on March 9, 2004. The area indicates is located along the southern property boundary where the irrigation overflow accumulates. If there are existing wetlands located on the development site, careful site planning the proposed improvements to avoid wetlands wherever possible and incorporate them into open space or recreational features. All such plans shall be submitted to and approved by the U.S. Army Corps of Engineers for compliance with Section 404 of the Clean Water Act.

FISH AND WILDLIFE

The development should have limited adverse impact on existing fish and wildlife populations and habitat. Through appropriate planning, the development should enhance the fish and wildlife features by providing the following approach: a) improve irrigation riparian corridors, b) provide significant areas of open space to support wildlife, c) use of the open space as a buffer between areas of development and areas of greater intensities of wildlife.

18. IMPACTS OF PROJECT ABANDONED AT PARTIAL COMPLETION

Roseberry Park is planned to be completed in one phase which will limit the potential of a partially completed or abandoned project. The developer anticipates to complete construction by the end of 2023.

19. NUMBER OF RESIDENTIAL DWELLING UNITS, OTHER BUILDINGS AND BUILDING SITES, AND SQUARE FOOTAGE OR GROSS NON-RESIDENTIAL FLOOR SPACE TO BE AVAILABLE

201 residential units are proposed – Lot 1, Block 1 will be comprised of 172 manufactured home sites and Lot 3, Block 1 will be comprised of 29 manufactured home sites.

20. STAGES OF DEVELOPMENT AND PROPOSED SCHEDULE

Roseberry Park will be completed in a single phase.

Currently the Phasing Plan anticipates one phase consisting of 201 manufactured home sites and designated open space. The following infrastructure will be completed:

PHASE I

- 201 residential units
- 1 private street lot
- Clubhouse and central open space
- Landscape buffers and snow storage
- Water system with associated wells, distribution and appurtenances
- Sanitary sewer system infrastructure and public waste disposal system
- Extensions of associated underground utilities

21. ANTICIPATED RANGE OF SALE, LEASE OR RENTAL PRICES

Through the combination of high quality on-site amenities, outstanding natural features, access to nearby public lands, close proximity to existing communities, central systems and strict controls it is believed the proposed development should enter into the middle and upper end of the current market. The proposed development in its entirety will offer a varied range of product and price to the consumer.

MARKET NEED

In response to growth, Valley County has experienced a need for work housing to provide affordable housing opportunities. Affordable housing is considered housing costs that are no more than 30-40 percent of income. In addition, the planned development will be a quality product offering many living amenities and recreational options that have broad appeal to the consumer. The development will offer a variety of housing accommodations to provide for an attractive cross section of affordably priced product.

PROPOSED FINANCING

The Capital stack for Roseberry Park infrastructure improvements and amenities is comprised of General Partner Equity, Limited Partner Equity, and traditional construction financing. While, a loan has not been secured at this time, the General Partners have existing working relationships with multiple national and regional institutions and can provide letters of solvency and recommendation upon request. The anticipated cost of the

improvements with land and other soft costs is \$17.0 million.

Home ordering and deliveries will be backed by the Developers existing floating line of credit with the manufactured home builder and the home sales. The total cost of the homes and improvements directly related to the individual home sites (i.e. garages, walkways, setting of the home) is \$26.9 million

V. PROPOSED CONSTRUCTION SCHEDULE

Roseberry Park is planned in one phase. The following proposed construction schedule will be coordinated with the proposed phasing guidelines as outlined above.

The original and proposed construction timetable:

PHASE I (2022-2023)

- Begin construction upon acceptance of required agencies and groups, sufficient economic interest and completion of design plans and specifications
- Anticipate November 2022 start date.
- **November 2022:** Begin grading, striping, and material deliveries.
- **December 2022 – March 2023:** infrastructure work including all water and sewer rough-in.
- **April 2023 – May 2023:** Roadbeds, asphaltting and electrical infrastructure.
- **June 2023 – August 2023:** Set runners and begin receiving homes for installation.
- **July 2023:** Final close-out of subdivision.
- **July 2023:** Anticipate to receive first set of occupancies for buildings.

The proposed phase and construction schedule is an outline of anticipated events and is subject to modification based on market demand and economic decisions. The owner will notify the County if the phasing schedule is revised.