



April 11, 2022

Valley County Planning & Zoning
Attn: Cynda Herrick
PO Box 1350
219 N. Main Street
Cascade, Idaho 83611

Re: Parcel RP18N03E297805 in Section 28, T.18N, R3E, Boise Meridian, Valley County, Idaho

Dear Ms. Herrick:

Please find enclosed 10 copies of the CCR's and 10 copies of the Final Plat Map regarding Moonview Subdivision.

The road is currently 90 percent completed and will be bonded until 100 percent complete. I anticipate this to occur by the end of June 2022.

Both Idaho Power and Ziply Communications are in the design process for their infrastructure.

The water tank shall be installed during the summer of 2022

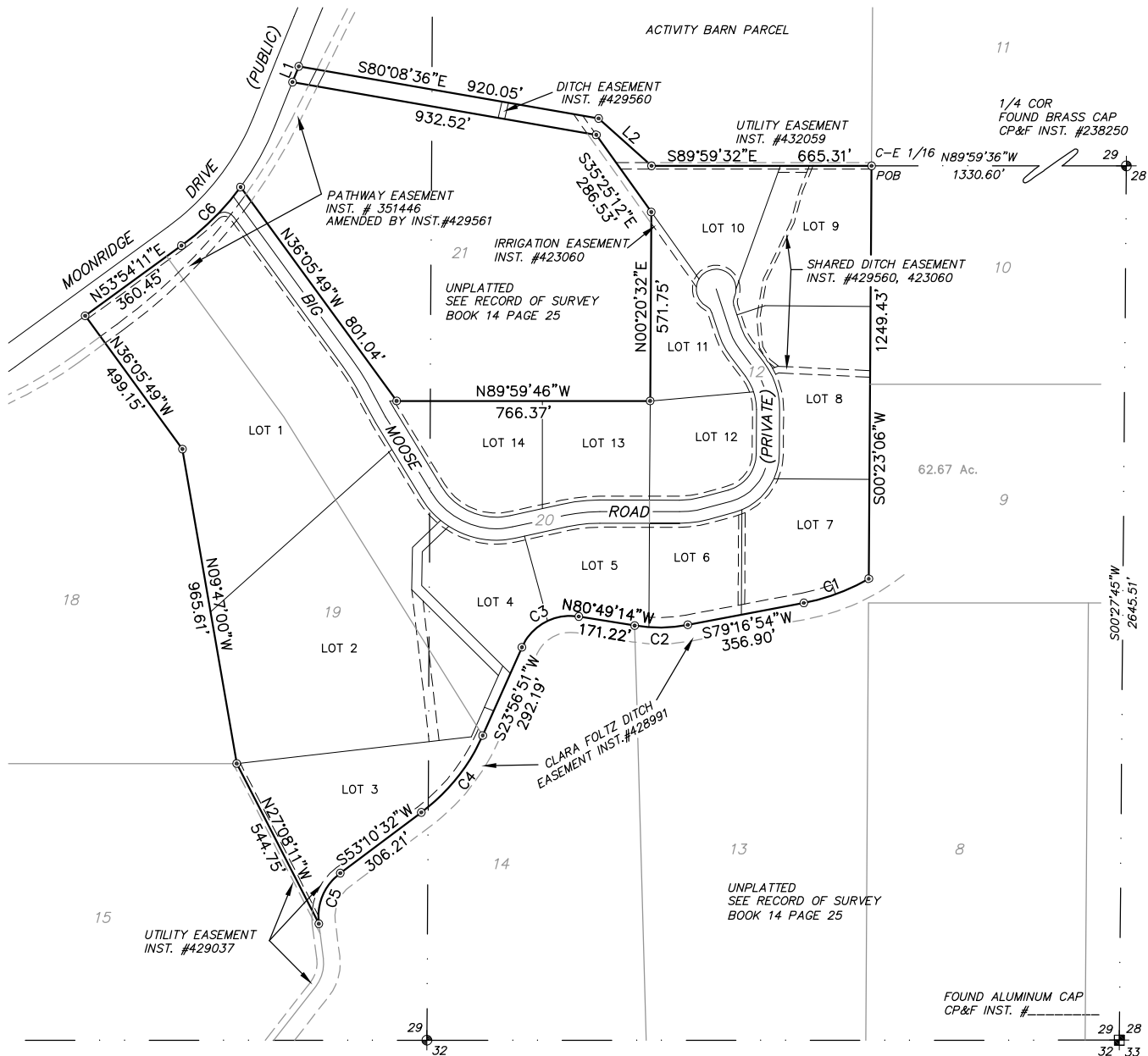
All other Conditions of Approval have been met.

Sincerely,

Mathew Falvey

MOON VIEW RANCH SUBDIVISION

Located in
Section 29, T.18N., R.3E., B.M.
Valley County, Idaho



SCALE: 1"=300'
BEARINGS BASED ON GPS DERIVED
STATE PLANE GRID, IDAHO WEST ZONE

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	625.00	210.74	106.38	19°19'08"	N69°37'20"E	209.74
C2	465.00	161.49	81.56	19°53'52"	N89°13'49"E	160.68
C3	160.00	210.09	123.29	75°14'00"	S61°33'48"W	195.32
C4	590.00	300.97	153.84	29°13'40"	N38°33'41"E	297.72
C5	165.00	174.39	96.34	60°33'29"	S22°53'44"W	166.39
C6	835.00	252.59	127.27	17°19'55"	N45°14'08"E	251.63

LINE TABLE		
LINE	LENGTH	BEARING
L1	51.12	N21°51'56"E
L2	214.92	S48°10'16"E

- NOTES:
- No additional domestic water supply shall be installed beyond the water system approved in the Sanitary Release.
 - There shall be no further subdivision of any Lot except Lots 1 and 2. Further subdivision of Lots 1 or 2 shall be subject to all required permits and approvals.
 - All utility easements shown on this plat are dedicated to Public Utilities.
 - Flood zones shown on this plat are per FEMA FIRM panel #16085C 1001 Effective February 1, 2019
Flood Zones: Zone X
Base Flood Elevation: N/A
Flood Zones are subject to change by FEMA and all land within a floodway or floodplain is regulated by Title 9 and Title 11 of the Valley County Code.
 - The Valley County Board of Commissioners have the sole descretion to set the level of service for any public road; the level of service can be changed.
 - All Lots shall be subject to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Moon View Ranch Subdivision, the Articles of Incorporation of the Moon View Ranch Property Owners Association and the Bylaws for the Moon View Ranch Property Owners Association, all as recorded with the Office of Recorder of Valley County, Idaho. By purchasing a Lot in the Subdivision, the purchaser acknowledges that he/she/it has reviewed these documents and understands that, as owners, they and their guests, invitees and assigns will be bound by them.
 - The Irrigation Easement (Instrument No. 429560) depicted on the Plat contains underground water conveyance facilities which shall not be altered, modified or obstructed without the consent of the users of the water conveyed through the facilities. The Clara Foltz Ditch Easement (Instrument No. 428991) depicted on the Plat conveys water to users inside of and outside of the Subdivision and shall not be altered or obstructed without the consent of the users of the water conveyed in the ditch.
 - The other Ditch Easements shown on the Plat shall not be altered or obstructed except with the consent of the owners of the Lots benefitted by the Easements.
 - The Declaration of Protective Covenants, Conditions, Restrictions and Easements for Moon View Ranch Subdivision contains certain restrictions on a Lot owner's right to engage in the short term rental of their Lot. By purchasing a Lot in the Subdivision, the purchaser acknowledges that he/she/it has reviewed these restrictions and understands that, as owners, they and their guests, invitees and assigns will be bound by them.
 - The Shared Access and Utility Easement shown on Lot 2 is further defined in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Moon View Ranch Subdivision.
 - The Moon View Ranch Property Owners Association shall exercise certain authority and control over the ditch easements shown on the Plat, as described in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Moon View Ranch Subdivision.
 - No rights to irrigation water shall be conveyed with Lots 11, 12, 13, or 14.

HEALTH CERTIFICATE

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

DISTRICT HEALTH DEPARTMENT, EHS

SURVEY NARRATIVE

A. This plat is filed to create fourteen lots from Parcels 12, 19 and 20 of McCall Ranch, an unplatted development shown on Record of Survey in Book 14 at Page 25. The boundary of the parent parcel was derived from record documents along with found monuments as shown on this plat.

B. Record Documents:
Record of Survey Book 14 Page 25, Instrument Number 309623

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THRU 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.



LEGEND

- SUBDIVISION BOUNDARY
- FOUND 5/8" IRON PIN MKD LS 9585
 - FOUND 1/2" IRON PIN MKD LS 9585
 - SET 5/8" X 30" REBAR MKD LS 8577
 - SET 1/2" X 24" REBAR MKD LS 8577
 - FOUND BRASS CAP MONUMENT
 - FOUND ALUMINUM CAP MONUMENT
 - ANGLE POINT - NOTHING SET
 - EASEMENT LINE

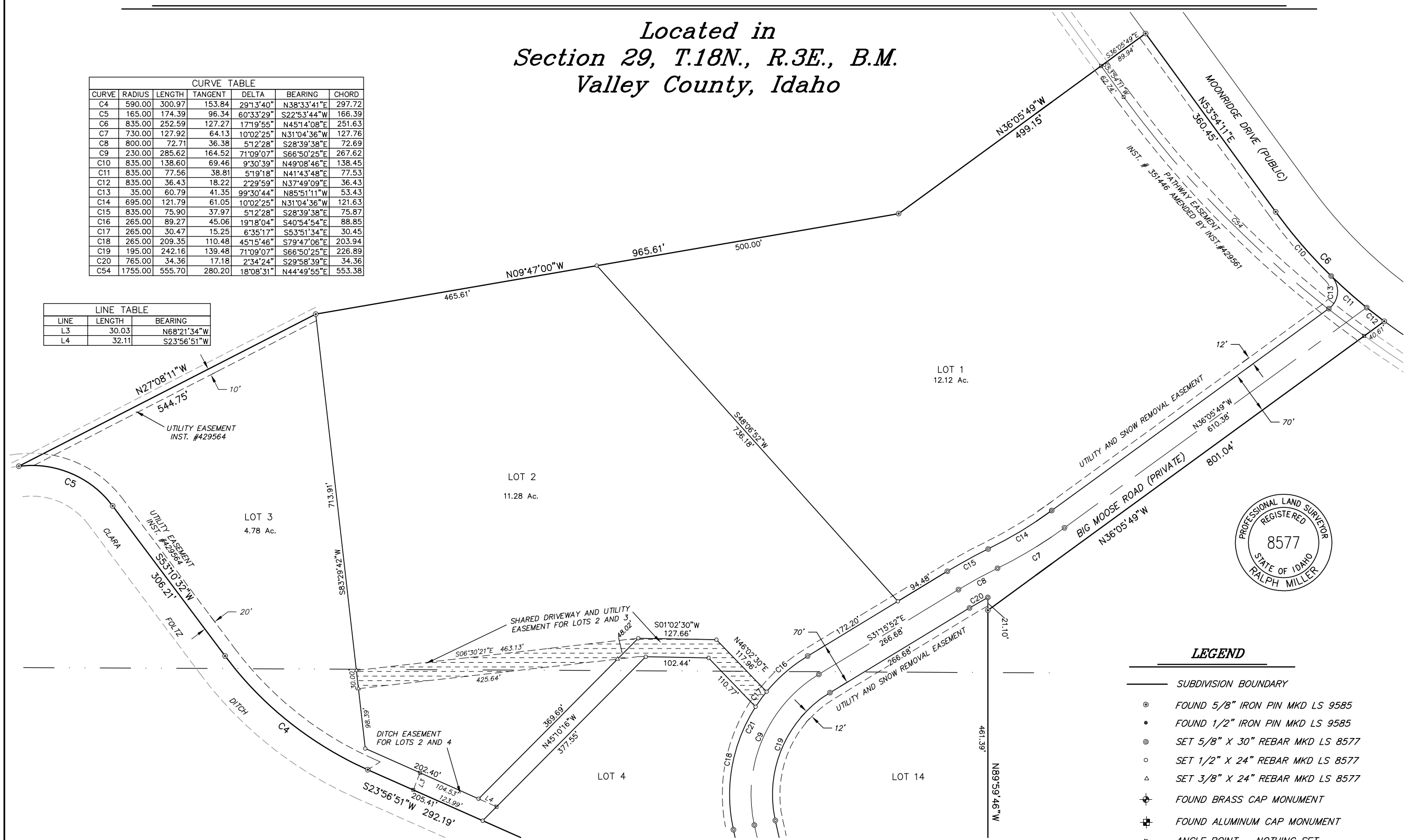
SECESH ENGINEERING, INC.
McCall, Idaho

MOON VIEW RANCH SUBDIVISION

Located in
Section 29, T.18N., R.3E., B.M.
Valley County, Idaho

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING
C4	590.00	300.97	153.84	29°13'40"	N38°33'41"E
C5	165.00	174.39	96.34	60°33'29"	S22°53'44"W
C6	835.00	252.59	127.27	17°19'55"	N45°14'08"E
C7	730.00	127.92	64.13	10°02'25"	N31°04'36"W
C8	800.00	72.71	36.38	5°12'28"	S28°39'38"E
C9	230.00	285.62	164.52	71°09'07"	S66°50'25"E
C10	835.00	138.60	69.46	9°30'39"	N49°08'46"E
C11	835.00	77.56	38.81	5°19'18"	N41°43'48"E
C12	835.00	36.43	18.22	2°29'59"	N37°49'09"E
C13	35.00	60.79	41.35	99°30'44"	N85°51'11"W
C14	695.00	121.79	61.05	10°02'25"	N31°04'36"W
C15	835.00	75.90	37.97	5°12'28"	S28°39'38"E
C16	265.00	89.27	45.06	19°18'04"	S40°54'54"E
C17	265.00	30.47	15.25	6°35'17"	S53°51'34"E
C18	265.00	209.35	110.48	45°15'46"	S79°47'06"E
C19	195.00	242.16	139.48	71°09'07"	S66°50'25"E
C20	765.00	34.36	17.18	2°34'24"	S29°58'39"E
C54	1755.00	555.70	280.20	18°08'31"	N44°49'55"E

LINE TABLE		
LINE	LENGTH	BEARING
L3	30.03	N68°21'34"W
L4	32.11	S23°56'51"W



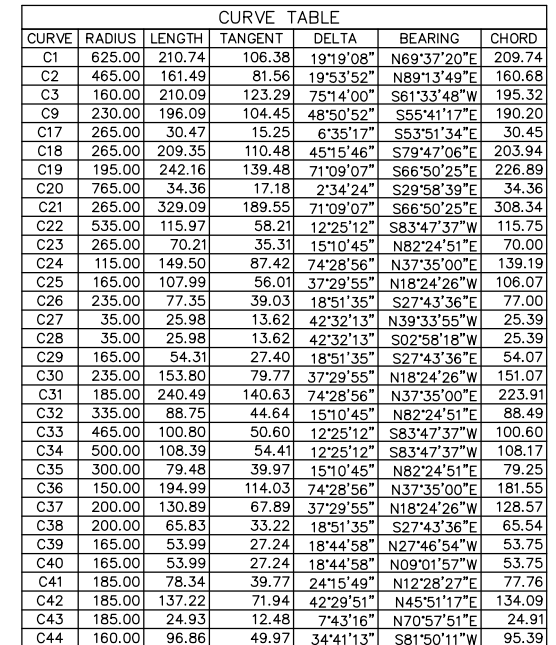
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- SET 3/8" X 24" REBAR MKD LS 8577
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- ANGLE POINT - NOTHING SET
- EASEMENT LINE

SCALE: 1"=100'
BEARINGS BASED ON GPS DERIVED STATE PLANE GRID

SECESH ENGINEERING, INC.
McCall, Idaho

SEE SHEET 4



LINE TABLE		
LINE	LENGTH	BEARING
L4	32.11	S23°56'51"W
L5	29.64	S68°39'13"W
L6	42.58	N51°42'30"W
L7	45.71	N29°19'16"W

LEGEND

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- ⊙ FOUND 5/8" IRON PIN MKD LS 9585
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SECESH ENGINEERING, INC.

McCall, Idaho



SCALE: 1"=100'
BEARINGS BASED ON GPS DERIVED STATE PLANE GRID

Section 29, T.18N., R.3E., B.M. Valley County, Idaho

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C25	165.00	107.99	56.01	37°29'55"	N18°24'26"W	106.07
C26	235.00	77.35	39.03	18°51'35"	S27°43'36"E	77.00
C27	35.00	25.98	13.62	42°32'13"	N39°33'55"W	25.39
C28	35.00	25.98	13.62	42°32'13"	S02°58'18"W	25.39
C29	165.00	54.31	27.40	18°51'35"	S27°43'36"E	54.07
C30	235.00	153.80	79.77	37°29'55"	N18°24'26"W	151.07
C37	200.00	130.89	67.89	37°29'55"	N18°24'26"W	128.57
C38	200.00	65.83	33.22	18°51'35"	S27°43'36"E	65.54
C39	165.00	53.99	27.24	18°44'58"	N27°46'54"W	53.75
C48	60.00	277.58	65.39	265°04'26"	S71°42'12"W	88.42
C49	60.00	95.08	60.84	90°47'32"	S15°26'15"E	85.44
C50	60.00	157.24	225.11	150°09'06"	N74°57'57"W	115.95
C51	60.00	25.27	12.82	24°07'48"	N12°10'30"E	25.08

LINE TABLE

LINE	LENGTH	BEARING
L5	29.64	S68°39'13"W
L6	42.58	N51°42'30"W
L7	45.71	N29°19'16"W
L8	52.26	S26°46'07"W
L9	50.10	S13°27'34"W

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PROFESSIONAL LAND SURVEYOR
REGISTERED
8577
STATE OF IDAHO

SHEET NO. 4 OF 5

MOON VIEW RANCH SUBDIVISION

*Located in
Section 29, T.18N., R.3E., B.M.
Valley County, Idaho*

CERTIFICATE OF OWNER

A parcel of land, parcels 12, 19, and 21 of McCall Ranch, an unplatted development shown in Record of Survey, filed in Book 14 at Page 25 of Surveys, Instrument Number 432443, Records of Valley County, Idaho, located in Section 29 T.18N., R.3E., B.M., more particularly described as follows:

COMMENCING at the east 1/4 corner of said Section 29 as shown on said Record of Survey; thence, along the 1/4 section line of said Section 29,

A.) N.89°59'36"W., 1330.60 feet to the C-E 1/16 corner of said Section 29, the POINT OF BEGINNING; thence, along the east line of the NW 1/4 of the SE 1/4 of said Section 29,

0. S.0'23'06"W., 1249.43 feet to a point in Clara Foltz Ditch; thence, departing said 1/16 section line,
- 2.) along a curve to the right having a radius of 625.00 feet, an arc length of 210.74 feet, through a central angle of 19°19'08", and a chord bearing and distance of S.69°37'20"W., 209.74 feet; thence,
- 3.) S.79°16'54"W., 356.90 feet to the beginning of a tangent curve; thence,
- 4.) along said curve to the right having a radius of 465.00 feet, an arc length of 161.48 feet, through a central angle of 19°53'51", and a chord bearing and distance of S.89°13'49"W., 160.68 feet; thence, tangent from said curve,
- 5.) N.80°49'14"W., 171.22 feet to the beginning of a tangent curve; thence,
- 6.) along said curve to the left having a radius of 160.00 feet, an arc length of 210.09 feet, through a central angle of 75°14'00", and a chord bearing and distance of S.61°33'48"W., 195.32 feet; thence, tangent from said curve,
- 7.) S.23°56'51"W., 292.19 feet to the beginning of a tangent curve; thence,
- 8.) along said curve to the right having a radius of 590.00 feet, an arc length of 300.97 feet, through a central angle of 29°13'40", and a chord bearing and distance of S.38°33'41"W., 297.72 feet; thence, tangent from said curve,
- 9.) S.53°10'32"W., 306.21 feet to the beginning of a tangent curve; thence,
- 10.) along said curve to the left having a radius of 165.00 feet, an arc length of 174.40 feet, through a central angle of 60°33'30", and a chord bearing and distance of S.22°53'44"W., 166.39 feet; thence,
- 11.) N.27°08'11"W., 544.75 feet; thence,
- 12.) N.9°47'00"W., 965.61 feet; thence,
- 13.) N.36°05'49"W., 499.15 feet to a point on the Right-of-Way for Moonridge Drive; thence, along said Right-of-Way,
- 14.) N.53°54'11"E., 360.45 feet to the beginning of a tangent curve; thence,
- 15.) along said curve to the left having a radius of 835.00 feet, an arc length of 252.59 feet, through a central angle of 17°19'55", and a chord bearing and distance of N.45°14'08"E., 251.63 feet; thence, departing said Right-of-Way,
- 16.) S.36°05'49"E., 801.04 feet; thence,
- 17.) S.89°59'49"E., 766.37 feet; thence,
- 18.) N.0°20'32"E., 571.75 feet; thence,
- 19.) N.35°25'12"W., 286.53 feet; thence,
- 20.) N.80°08'36"W., 932.52 feet to a point on the Right-of-Way for Moonridge Drive; thence, along said Right-of-Way,
- 21.) N.21°51'56"E., 51.12 feet; thence, departing said Right-of-Way,
- 22.) S.80°08'36"E., 920.05 feet; thence,
- 23.) S.48°10'16"E., 214.92 feet; thence,
- 24.) N.89°59'32"E., 665.31 feet to the POINT OF BEGINNING.

CONTAINING 62.67 Acres, more or less.

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

Irrigation water have been provided from Lake Irrigation District in compliance with Idaho Code 31-3805(b). Certain lots within the subdivision will be entitled to irrigation water rights as stated in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Moon View Ranch Subdivision, as recorded with the Office of Recorder of Valley County, Idaho. Owners with irrigation water rights will be obligated for assessments from Lake Irrigation District.

SOUND HOLDINGS LLC

By: _____
MATTEW D. FALVEY, MEMBER

BIG MOOSE RD. LLC

By: _____
JOANNE YOUNG, MEMBER

APPROVAL OF
THE BOARD OF VALLEY COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2022, BY THE BOARD
OF COUNTY COMMISSIONERS OF VALLEY COUNTY, IDAHO.

CHAIRMAN

*APPROVAL OF
THE VALLEY COUNTY PLANNING AND ZONING COMMISSION*

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2021, BY THE VALLEY
COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

ACKNOWLEDGMENT

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

On this _____ day of _____, 2022, before me, _____, a Notary Public in and for said State, personally appeared Matthew D. Falvey, known or identified to me to be the Member of Sound Holdings LLC, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF IDAHO,)
(ss.
COUNTY OF VALLEY,)

On this _____ day of _____, 2022, before me,
_____, a Notary Public in and for said State, personally
appeared JOANNE YOUNG known or identified to me to be the person whose name
is subscribed to the within instrument, and acknowledged to me that he executed the
same.
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year
last written above.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My Commission Expires:

CERTIFICATE OF COUNTY SURVEYOR

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

VALLEY COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

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

RALPH MILLER
IDAHO NO. 8577



CERTIFICATE OF COUNTY TREASURER

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

DATE _____

COUNTY TREASURER

RP18N03E295280
RP18N03E298106
RP18N03E297804

SECESH ENGINEERING, INC.

McCall, Idaho

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
MOON VIEW RANCH SUBDIVISION**

THIS DECLARATION is made this _____ day of _____, 2021, by Sound Holdings LLC, an Idaho limited liability company, and **Big Moose Rd LLC**, an Idaho limited liability company, (jointly, “**Declarants**”).

ARTICLE 1 - GENERAL

Section 1.1 Common Interest Community: The name of the common interest community created by this Declaration is “Moon View Ranch Subdivision”. All of the community is located in Valley County, Idaho.

Section 1.2 Property Affected: Declarants own certain real property in Valley County, Idaho, which is platted of record with the Valley County Office of Recorder as the Moon View Ranch Subdivision (the “**Subdivision**”). The “**Property**” as referred to in this Declaration means all property within the external boundaries of the Subdivision, as platted. The Property may also be referred to herein as the “**Development**” or “**Community**”.

Section 1.3 Purpose of Declaration: This Declaration is executed and recorded (a) to provide for the Property Owners Association to maintain non-public roads within the Property and to perform certain functions for the benefit of Owners of land within the Property; (b) to define the duties, powers and rights of the Property Owners Association; and, (c) to define certain duties, powers and rights of Owners.

Section 1.4 Declaration: Declarants hereby declare that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion thereof; (ii) shall inure to the benefit of every Lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarants, Declarants’ successors in interest and each Owner and such Owner’s respective successors in interest; and, (iv) may be enforced by Declarants, by any Owner or such Owner’s successors in interest, or by the Association as hereinafter described.

ARTICLE 2 - DEFINITIONS

Section 2.1 Accessory Building: A building subordinate to the use of the principal building on the same Lot.

Section 2.2 Accessory Dwelling Units: An “Accessory Dwelling Unit” or “ADU” is a secondary living unit on a Lot. An ADU contains its own kitchen, sleeping area, and bathroom facilities. ADUs can be attached or detached from the Residence.

Section 2.3 Articles: “Articles” shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Section 2.4 Assessments: “Assessments” shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration and/or the Bylaws.

Section 2.5 Association: “Association” shall mean the Moon View Ranch Property Owners Association.

Section 2.6 Association Documents: “Association Documents” shall mean the various operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association; and, (c) this Declaration, and all to any of the aforementioned documents.

Section 2.7 Board of Directors: “Board of Directors” or “Board” shall mean the Board of Directors of the Association.

Section 2.8 Bylaws: “Bylaws” shall mean the Bylaws of the Association.

Section 2.9 Community: “Community” as used herein shall refer to all platted Lots within the Moon View Ranch Subdivision, as the same is platted of record with the Valley County Office of Recorder.

Section 2.10 Declarants: “Declarants” shall mean Sound Holdings LLC, and Big Moose Rd LLC, and, as a successor Declarant, any successor bulk purchaser of the subdivision Lots owned by Declarants who is designated in a writing recorded with the Office of Recorder of Valley County, Idaho by the Declarants. Whenever in this Declaration the consent or affirmative action of the Declarants is required, absent agreement between the Declarants to the contrary, the consent or affirmative action of each of the Declarants shall be required.. Absent agreement between the Declarants to the contrary, rights and reservations granted to the Declarants in this Declaration shall be deemed granted to the Declarations jointly and severally.

Section 2.11 Declaration: “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 2.12 Improvements: “Improvements” shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind, whether temporary or permanent.

Section 2.13 Lot: “Lot” shall mean a parcel of land subject to this Declaration which is identified as a Lot in in the Plat and any plat subsequently recorded against the Property. A Lot may also be referred to herein as a “Parcel”.

Section 2.14 Member: “Member” shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

Section 2.15 Ordinance: “Ordinance” shall mean the Valley County Land Use and Development Ordinance (Title IX of the Valley County Code), as the same may be amended from time to time.

Section 2.16 Owner: The term “Owner” shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records in the Office of the County Recorder, Valley County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Section 2.17 Person: “Person” shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.18 Plat: “Plat” shall mean the final plat of the Subdivision, filed of record with the Office of the County Recorder, Valley County, Idaho.

Section 2.19 Record, Recorded: “Record” and “Recorded” shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

Section 2.20 Residence: “Residence” shall mean the principal residence on the Lot.

Section 2.21 Rules and Regulations: “Rules and Regulations” shall mean the rules and regulations adopted by the Board of Directors concerning the Property.

Section 2.22 Short Term Rentals: “Short Term Rentals” shall mean a rental of a primary or accessory dwelling unit for a period of less than thirty (30) consecutive days.

Section 2.23 Structure: “Structure” shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

ARTICLE 3 – LAND USES AND IMPROVEMENTS

Section 3.1 Land Use and Living Units: All of the subject Lots in the Property shall be used and occupied solely for single-family residential purposes, except Lot 1, the use of which shall not be restricted to single-family residential purposes, Except as provided below as to Lot 1, all Lots shall be subject to the following conditions and limitations:

A. Except as provided to the contrary in this Declaration, buildings and land uses which are allowed as “Permitted Uses” under the Ordinance shall be allowed to be constructed on Lots, including but not limited to a Residence, attached or detached garage, Accessory Dwelling Units and Accessory Buildings. The term “single-family residential” as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like, as well as commercial uses, except for “In-home businesses” as defined in Section 3.2 below. An Owner may rent or lease their Residence or their guest dwelling unit; provided: (i) the Owner shall assure that the renters/lessees are aware of these Covenants and shall incorporate these Covenants into any rental or lease agreement; and, (ii) the Owner shall be responsible for any violations by renters/lessees of any of the provisions of these Covenants.

B. No modular homes or mobile homes shall be allowed on any Lot, either temporarily or permanently.

C. A Residence shall contain no less than 1,500 square feet, if single storied, or a footprint of 1,300 square feet, if more than single storied, of floor area devoted to living purposes (i.e. exclusive of roof or unroofed porches, terraces, basements or garages); and, all construction must be of good quality and done in a good workmanlike manner.

D. All access driveways shall have an all-weather wearing surface and shall be constructed to assure proper drainage. The foregoing is not a requirement that driveways be paved.

E. Exterior lighting shall conform to the provisions of the Ordinance.

F. The maximum height of any building shall be in compliance with the Ordinance.

G. Exteriors of all primary residences must be of natural materials (i.e. wood or stone) or non-natural material if the appearance of the material is indistinguishable from natural materials. Earth tone colors shall be preferred, except for trim.

H. Short Term Rentals, as defined above, shall be allowed only under the following conditions:

1. The rental must be booked and managed through a McCall area property management company;
2. No more than 8 overnight guests shall be allowed;

3. No more than twenty (20) people shall be present at one time on the Lot; provided, this restriction shall not apply to an event hosted by a Lot Owner at which the Lot Owner is present; and,

4. 10:00 p.m. to 8:00 a.m. shall be considered “quiet hours” during which there shall be no loud noise which disturbs the quiet enjoyment by any other Owner of such Owner’s property. “Loud noise” for these purposes is defined as noise which escapes the Lot at a level which is uncharacteristic of the noise commonly generated by a single family residence between the hours of 10:00 p.m. and 8:00 a.m.

Section 3.2 In Home Business(es) and Uses: “In home business(es),” as defined in the Ordinance, shall not be considered commercial use and shall be allowed. The parking of vehicles or machinery on a Lot which are used by the Owner on the Owner’s Lot or by the Owner in the conduct of a business activity conducted off-site by the Owner shall not be considered a commercial use or activity.

Section 3.3 Storage of Building Materials: No building materials shall be stored on any Lot except temporarily during continuous construction of a building on the Lot or its alteration or improvement.

Section 3.4 Animals: No animals, of any kind, except for household pets, horses, goats and chickens shall be raised, bred, or kept on any portion of the property. No roosters shall be allowed, and chickens shall be maintained in an area which is kept clean and orderly. The Board shall have the authority to grant requests for deviations from these restrictions upon a finding that the request will not unreasonably impair any other Owner’s quiet enjoyment of such Owner’s property.

A. Pets: Household pets may be kept for personal or non-commercial recreational purposes only if the presence of such pets does not constitute a nuisance. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner.

Section 3.5 Fences: No fence shall be constructed on the property, except as follows:

A. Owners may construct fences around the perimeter of their Lot, provided, no barbed wire fences shall be allowed and perimeter fences shall not be taller than six (6) feet.

B. Non-barbed wire fence enclosures may be used to enclose animals and to prevent wild game from entering gardens.

Section 3.6 Rebuilding or Restoration: Any dwelling unit or other improvement which may be destroyed in whole or in part must be rebuilt, or all debris must be removed and the Lot restored to a sightly condition. Such rebuilding, restoration or removal shall be completed within reasonable promptness and in any event within two (2) years from the time the damage occurred.

Section 3.7 Drainage: There shall be no interference with or alteration of the established irrigation ditches or underground piped irrigation water lines for which easements are shown on the Plat without the prior consent of the Board and the owners of properties to which water is conveyed through the ditch or underground piping.

Section 3.8 Utilities:

A. Telephone, Electrical: The Declarants shall provide underground electrical power and telephone service to the Subdivision, which shall be stubbed out to the Lot line. The purchaser and Owner of each Lot agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. All new electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water: Water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners. Surface irrigation water rights may be conveyed with Lots 1-10, in such amounts as are specified in the Lot conveyance documents.

C. Septic: Sewage disposal for each Lot shall be supplied by means of individual septic/drain field systems. Permits therefor shall be required from the Central District Health Department. Owners are encouraged to review and follow the recommendations contained in the *Homeowners Guide to Septic Systems*, published by the Idaho Department of Environmental Quality.

D. Solar Panels: Solar panels shall be allowed, for the generation of power for the Residence and/or buildings on the Lot.

E. Propane/Oil Tanks: All propane, oil or other tanks shall be either placed underground or otherwise screened from neighboring Lots and Subdivision roads.

Section 3.9 Obstructions on Private Roads and Common Easements: No gates or obstructions shall be placed upon or block any private road or common driveway easement unless the road or easement terminates on the Lot Owner's property, and the gate or obstruction is placed within the Lot Owner's property. If any such gate is locked, the Owner shall provide a means of access to emergency service providers in a manner acceptable to the provider. Under no circumstances shall any acts be taken by any Lot Owner which unreasonably degrade or impair the rights possessed by any third-parties to traverse any roads or easements on or across the Property.

Section 3.10 Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, construction debris, scrap material or other refuse shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property.

In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon sixty (60) days' prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 9 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within thirty (30) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

Section 3.11 Inoperative Vehicles: No inoperative motor vehicles or parts thereof shall be permitted to be parked on any Lot except during a period in which repairs of an otherwise operable vehicle are ongoing.

Section 3.12 Signs: The only signs permitted on any Lot or improvement shall be:

- A. One sign of customary size for identification of the occupant and the address of any Lot;
- B. Signs for sale and administration purposes installed by the Declarants during development;
- C. Standard Real Estate signs advertising a Lot for sale, not to exceed 9 square feet in surface size;
- D. Signs as may be necessary to advise of rules and regulations or to caution or warn of danger;
- E. Political candidate or proposition signs during a campaign season; and,
- F. Such signs as may be required by law or otherwise determined to be necessary by the Board.

Section 3.13 Further Subdivision: There shall be no further subdivision of Lots, except for Lots 1 and 2.

Section 3.14 Exemption of Declarants: Nothing contained herein shall limit the right of Declarants to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Declarants or to construct such additional Improvements as Declarants deem advisable in the course of development of the Property, so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarants' business of completing the work and disposing of the

same by sale, lease or otherwise. Declarants shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarants to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarants, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarants need not seek or obtain Architectural Control Committee approval of any such Improvements constructed or placed by Declarants on any portion of the Property owned by Declarants or an affiliate of Declarants. The rights of Declarants hereunder may be assigned by Declarants to any successor in interest in connection with Declarants' interest in any portion of the Property by an express written assignment recorded in the Office of the County Recorder of Valley County, Idaho.

Section 3.15 Noxious Weeds: Any Lot disturbed as a result of grading or construction shall be revegetated to at least its original state no later than one construction season after being disturbed. Additionally, each Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan or shall employ alternative measures approved by the Board.

Section 3.16 Fire Hazard Mitigation: All Lots shall be maintained in accordance with the Wildland-Urban Interface Fire Code, as it now exists or may be subsequently modified. Should the Owner fail to do so then, after thirty (30) days' prior written notice to the Owner, the Board shall have the authority to perform the necessary work and collect all expenses or fees related thereto as a limited assessment. Pursuant to Section 5.2 herein and the powers granted to the Association in the Association Bylaws, the Association reserves the right to adopt additional Rules and Regulations regarding fire mitigation measures to be employed on the Lots, including such measures as may be recommended by the McCall Fire Protection District. The Association shall be responsible for maintaining the 30,000-gallon underground water tank located in the utility easement adjacent to Lot 5 and assuring that, if used, it is promptly refilled.

Section 3.17 Parking on Subdivision Roads: Parking on Subdivision roads shall not be allowed except in unusual situations, such as during the construction of a home on a Lot, during a special social event held by an Owner, or when construction activities do not allow use of a driveway. These exceptions notwithstanding in no case shall any parking on a Subdivision road which interferes with road maintenance, including snow clearing, or the free and safe use of the road by other Lot Owners, guests and invitees be allowed.

Section 3.18 Water Rights and Easements: Owners shall be entitled to drill one functioning well on their Lot for domestic, potable water use. No surface water rights, for irrigation or otherwise, will be conveyed with or are otherwise appurtenant to Lots 11, 12, 13 or 14. Water rights for irrigation will be assigned by Declarants to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 at the time of the sale of the Lots to an Owner other than the Declarants. Easements providing for the delivery of irrigation water to certain of these Lots are depicted on the Plat.

Any Owner desiring to divert water from an existing canal or ditch shall be required to install and provide the Association and Irrigation District personnel with access to a measurement flow device to accurately measure the volume of water being diverted. Prior to any construction activities related to the diversion, the Owner shall present plans for the diversion and conveyance system to the Board for their review to confirm that the method of diversion and delivery of water is consistent with the water rights assigned to the Lot and reasonably protects the property rights of

other Owners. The Association, through the Board, shall have the right to further regulate the method of diversion and delivery of the irrigation water for such purposes.

Section 3.19 Exterior Walls: The color and type of the exterior surfaces of a primary residence must be of natural materials (i.e. wood or stone) or a non-natural material the appearance of which is indistinguishable from natural materials (as viewed from the nearest lot line). Earth tone colors shall be preferred, except for trim. Due to continuing changes in technology, the Board may expand the list of permissible materials from time to time.

Section 3.20 Wood Burning Devices: Pursuant to Valley County Conditional Use Permit Conditions, no more than one wood burning device shall be allowed per Lot.

Section 3.21 Lot 1 Exemptions: The following Sections of this Article 3 are modified as to Lot 1 as follows:

A. Section 3.1, A: Lot 1 shall be allowed to engage in any uses and construct any buildings which are allowed as Permitted Uses or Conditional Uses under the Ordinance.

B. Sections 3.1, B and C do not apply to Lot 1.

C. Section 3.12: In addition to the signs allowed under this Section, Lot 1 shall be allowed signs related to any use for which a Conditional Use has been issued by Valley County.

D. Section 3.13 does not apply to Lot 1.

ARTICLE 4 - ASSOCIATION OPERATION

Section 4.1 Organization: The Moon View Property Owners' Association (Association) shall be initially organized by Declarants as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

Section 4.2 Membership: Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarants shall hold one membership in the Association for each Lot owned by Declarants. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Association Documents.

Section 4.3 Classes of Membership/Voting Rights: The Association shall have one (1) class of membership, which shall be a voting membership.

Section 4.4 No Fractional Votes, No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Lot Owners are unable to agree among themselves as to how their vote or votes should be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee, mortgage, or beneficiary as provided herein.

Section 4.5 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association Bylaws.

Section 4.6 Control of Association by Declarants: Until Transfer of Control of the Association by Declarant to the Members, as defined below, there shall be no meeting of Members of the Association unless a meeting is called by the Declarant. The Declarant shall have all the powers, authority, rights and duties to completely manage, in accordance with the Bylaws, the Association through a Board of Directors of its choosing until the Transfer of Control Date, including the authority to impose assessments on the Owners. Declarant shall have the option, at its sole discretion, of turning over control and management of the Corporation to the Members prior to the Transfer of Control date.

Section 4.7 Declarants' Transfer of Control of Association: Declarants' right to control the Association and select its Board shall terminate upon the occurrence of the *first* of the following events:

- A. By written notice from the Declarants to the President or Secretary of the Association of the Declarants' intention to terminate its right to control the Association and appoint the majority of the Members of the Board of Directors; or,
- B. Upon that date which is sixty (60) days after all Lots have been sold to persons other than Declarants.

Such date is herein referred to as the "**Transfer of Control Date**".

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

Section 5.1 General Duties and Powers of Association: The Association has been formed to further the common interest of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association documents.

Section 5.2 Powers of the Association: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

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

B. Right of Enforcement: The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

C. Delegation of Powers: The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

D. Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. Provided, however, that any Association Rules shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

E. Power to Engage Employees, Agents and Consultants: The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain in paper such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association documents.

Section 5.3 Duties of the Association: In addition to duties reasonably necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles

and Bylaws and without, in any way, limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

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

B. Duty to Accept Property, Common Open Spaces, and Facilities Transferred By Declarants: The Association shall accept title to any property, including without limitation, any Improvements thereon, any easement or other right, any Common Open Spaces, and personal property transferred to the Association by the Declarants or by any third party with Declarants' permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration.

E. Duty to Manage and Care for Roads: The Association shall manage, operate, care for, and maintain and repair all Subdivision roads, as well as any common landscaping and drainage features which are placed within any such Subdivision roads or road rights-of-way. The cost thereof shall be assessed to Owners as a Regular Assessment or Special Assessment.

ARTICLE 6 - CONSTRUCTION OF STRUCTURES

Section 6.1 Completion of Construction: Regarding the construction of any structure on a Lot, The Owner shall complete all exterior elements of the construction within two (2) years after the Commencement of Construction. "Commencement of Construction" for new buildings is defined as the pouring of footings and foundations. "Commencement of Construction" for all other Improvements is defined as the undertaking of any visible exterior work.

ARTICLE 7 - EASEMENTS

Section 7.1 Easement for Roads and Driveways: The Declarants shall construct the roads depicted on the Plat in conformity with the approved specifications and plans therefor. All Subdivision roads shall be private roads and are dedicated for the use of the Owners of the Lots accessed thereby, as well as their families, guests and invitees. The Association shall be responsible for the maintenance, repair and upkeep of the Subdivision roads and road rights-of-way.

Section 7.2 Easements to Serve Additional Property: The Declarants hereby reserve for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over any roads, streets or drives depicted on any Plat of any portion of the Property, for the purposes of access to adjoining property which may now or later be owned by Declarants. This easement includes, but is not limited to, a right of ingress and egress over the said Subdivision roads for construction of roads and for connecting and installing utilities on such adjoining property. Declarants agree that it and its successors or assigns shall be responsible for

any damage caused to the Subdivision roads as a result of vehicular traffic connected with development of such adjoining property. Declarants further agree that if this easement is exercised for permanent access to such adjoining property and such property or any portion thereof is not made subject to this Declaration, the Declarants, its successors or assigns shall enter into a reasonable agreement with the Association to share in the cost of maintenance of any Subdivision road serving such adjoining property.

Section 7.3 Easement Related to Lot 1 and Adjoining Parcel 21: By purchasing a Lot in the Subdivision, all Owners acknowledge that Lot 1 in the Subdivision and an adjoining parcel outside of the Subdivision described as Tax No. 18 in T18N, R3E, S29 (aka “**Parcel 21**”) may be devoted to commercial and/or residential uses. The owners and lessees of Lot 1 and Parcel 21, or portions or units thereof, and their respective successors and assigns, shall have the right to manage and develop their properties according to such covenants, conditions, rules and regulations as may be established by Declarants and the owners of Parcel 21 in their sole discretion. All Owners further acknowledge and accept that the ultimate land uses on Lot 1 and Parcel 21 may cause impacts on the Lots in the Subdivision and an Owner’s expectation as to the quiet enjoyment thereof, including but not limited to light, noise and traffic impacts. All Owners shall purchase their Lot with this knowledge, and, upon their purchase of a Lot, shall be deemed to have accepted, approved, and waived any and all claims regarding such impacts. An easement for all noise, light, traffic and other impacts from Lot 1 and Parcel 21 shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within the Subdivision is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 7.4 Declarants’ Reservations:

A. Declarants hereby create and reserve to themselves an unrestricted, perpetual easement in and right of use of all roads, rights-of-way and easements shown on the Plat for the extension of telephone/utilities to adjoining properties and for uses which may include, but not be limited to all vehicles and uses reasonably associated with: personal use; residential use; and, use by assignees, purchasers and successors of Declarants, including purchasers of Lots in any subsequently approved Subdivision. Thus, the aforesaid reserved rights/easement shall not be restricted in terms of amount or type of use; provided, such users shall share pro-rata in the cost of maintaining the roads.

B. Declarants hereby create and reserve to themselves until Declarants have sold the last Lot in the Property to an Owner other than the Declarants, and thereafter, to the Association: perpetual, alienable, divisible and releasable easements and the right from time-to-time to grant such easements to others over, under, and in and across all Subdivision roads, rights-of-way and easements for use of all or part of such areas for utility lines (ex: telephone, electricity, cable television, gas), for water and waste water lines, for drainage, for ingress and egress and for other similar or dissimilar facilities and purposes, and for any one or more such purposes.

C. Declarants reserve utility easements as depicted on the Plat.

D. Declarants reserve to themselves until Declarants have sold the last Lot in the Property to an Owner other than the Declarants the right to place excavated material on any unsold Lot, including but not limited to Lot 6.

E. If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarants reserve and are hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarants of the last Lot in the Property to the first Owner thereof other than Declarants. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 7.5 Other Easements:

A. A 30 foot wide “Shared Driveway and Utility Easement” located on Lot 2, as depicted on the Plat, is dedicated for the use of the Owners of Lots 2 and 3 for ingress, egress and utilities. These Owners shall be responsible for the maintenance and repair of the Easement, including snow plowing, and shall share equally in the cost thereof: provided, an Owner shall not be required to share in the cost of snow plowing until the construction of a residence on the Owner’s Lot has commenced. Decisions regarding capital improvement of the Easement (ex. paving) will require unanimous approval of these Owners. Either owner may arrange for routine maintenance, including snow plowing, of the Easement.

ARTICLE 8 - DECLARANTS’ DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

Section 8.1 Period of Declarants’ Rights and Reservations: In addition to those easements and rights reserved by Declarants in Article 7 above, Declarants shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Association properties. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of the Property by Declarants, or either of them, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Property is conveyed by Declarants, or either of them. The rights, reservations and easements reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Association documents and may not, without Declarants’ written consent, be modified, amended or rescinded or affected by any amendment of the Association documents. Declarants’ consent to any one such amendment shall not be construed as consent to any other amendment. Declarants’ said rights shall survive the Transfer of Control Date, as defined at Section 4.6.

Section 8.2 Successor Declarants: For purposes of the rights, reservations and easements reserved and created in favor of Declarants herein, Declarants shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarants’ aforesaid rights, or the rights of either Declarant individually, and whom the

Association shall notify as required by this Declaration. Such notification must be signed by both of the Declarants for so long as more than one Declarant exists.

Section 8.3 Annexation, Further Subdivision: Declarants may unilaterally annex into the Property and, thereby, subject the following to the provisions of this Declaration: part of or all of Lot 1 the “**Annexed Property**”. Declarants may assign this right to annex property, provided that the assignee is the owner of or has an equitable interest in the Annexed Property and provided that such assignment is memorialized in a written, recorded instrument executed by Declarants. Nothing in this Declaration shall be construed to require the Declarants or any successor to annex or develop Lot 1 in any manner whatsoever.

Such annexation shall be accomplished by recording a Supplemental Declaration with the Office of Recorder of Valley County, Idaho, describing the Annexed Property and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of the Association or any Member. Any such annexation shall be effective upon the recording of such Supplemental Declaration.

Declarants shall have the unilateral authority to further divide the Annexed Property into Lots and/or common areas by filing a plat thereof along with the Supplemental Declaration. In such case, all Lots created by means of the subdivision of the Annexed Property shall be considered “Lots” under and shall be subject to the terms of this Declaration and the owners of such Lots shall be considered “Owners” and “Members” under this Declaration and the Bylaws. If any common area is created by means of such subdivision of the Annexed Property, Declarants shall have the unilateral right to define the scope, rights of use and responsibility for upkeep and maintenance of such common area in the Supplemental Declaration.

ARTICLE 9 - ASSESSMENTS

Section 9.1 Covenant to Pay Assessments: By acceptance of a deed to or entering into or accepting any other agreement of document of conveyance of any Lot in the Property each Owner of such Lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

A. Assessment Constitutes Lien: Such Assessments and charges together with interest at a rate established by the Board, costs and reasonable attorneys fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney’s fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owner’s personal obligation regardless of whether he remains an Owner.

Section 9.2 Uniformity of Assessments: Except as provided to the contrary elsewhere in this Declaration, Regular assessments, including expenses of road maintenance and repair, shall be uniform as to all Owners.

Section 9.3 Regular Assessments: The regular assessments may include, and shall be limited to, the following regular expenses:

- A. Repairs and maintenance of the Subdivision roads and rights-of way and landscaping or drainage features and facilities within such roads, rights-of-way or easements within or appurtenant to the Property;
- B. Expenses of the management of the Association and its activities;
- C. Taxes and special assessments upon the Association's real and personal property;
- D. Premiums for all insurance which the Association is required or permitted to maintain;
- E. Common services to Owners as approved by the Board;
- F. Legal and accounting fees for the Association;
- G. Any deficit remaining from any previous assessment year; and,
- H. The creation of reasonable contingency reserves for the future road maintenance or improvement, administration expenses, or legal expenses.

Section 9.4 Declarant's Obligations: Declarants shall be subject to the Association's Assessments on any Lots owned by Declarants.

Section 9.5 Regular Assessment Procedure:

- A. The Association's Board of Directors shall set the total annual regular assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary First Class Mail, or otherwise, delivered to all Owners by no later than December 1 of the current budget year (i.e. to take effect on January 1 of the next assessment year). The budget shall take effect on January 1 of the assessment year to which it applies.
- B. The Board shall cause to be prepared, delivered, or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments of regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. Regular assessments shall be applicable to all Lots, subject to the rights of Declarants specified in Section 9.4 above. Each Owner other than the Declarants shall become responsible for the regular assessment on a Lot as of the date the Lot is transferred to such owner. The first annual regular assessment for each Owner shall be adjusted according to the number of months remaining in the year. A Regular Assessment "Setup Fee" of \$250 shall be payable at the closing of a transfer of a Lot, commencing with the first transfer from Declarants, to mitigate the administrative costs incurred by the Association associated with the transfer.

Thereafter, the Setup Fee shall be a joint and several liability of the Seller and Purchaser of the Lot.

Section 9.6 Special Assessments: In the event that the Board shall determine that its Regular Assessments for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the amount necessary to defray such Expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments. After the transfer of control, no Special Assessment shall be levied without the vote or written consent of a majority of the votes of the Members of the Association, which are present at a properly scheduled meeting of the Members or represented by proxy. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

Section 9.7 Limited Assessments: Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against a member as a remedy to reimburse the Association for costs incurred in bringing the member and/or such member's Lot into compliance with the provisions of the Association Documents.

Section 9.8 Uniform Rate of Assessment: Unless otherwise specifically provided herein, regular and special assessments shall be fixed at a uniform rate per Lot for all Members of the Association.

Section 9.9 Assessment Period: Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31. The Board may elect to collect assessments annually, semi-annually or quarterly.

Section 9.10 Notice of Default and Acceleration of Assessments: If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner by registered or certified mail. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of the mailing of the notice by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys fees, costs and related expenses and to pay a reasonable late charged to be determined by the Board.

Section 9.11 Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and

conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. Enforcement by Suit: By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

B. Enforcement by Lien: There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment on behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 9.11 above. The amount of the assessment, plus any costs of collection, expenses, attorney's fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Lot from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner;
3. The legal description of the Lot against which claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and,
5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the

Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any Title Company authorized to do business in Idaho as Trustee for the purpose of conduction such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Valley County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of one's Lot.

ARTICLE 10 - GENERAL PROVISIONS

Section 10.1 Binding Effect: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each parcel in the Community and of the owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 10.2 Enforcement: The provisions of this Declaration may be enforced by Declarants, by a Successor Declarant, by the Board, or by any Lot Owner. The prevailing party in such enforcement action shall be entitled to recover his/her fees under Section 10.9. In addition, to specific enforcement judicially, the Board shall be entitled to impose a fine for violations of this Declaration of not to exceed \$5,000.00 per incident or \$100.00 per day, in the case of a continuing violation, or in such different amounts as shall be established from time to time by the Board in Rules and Regulations. The fine may be assessed only against the Owner, and only if the violator is the Owner or a member of the Owner's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Owner. In the case of a continuing violation, the fine may not be assessed unless the Owner has failed to abate the violation within the time allowed therefor by the Board in written notice to the Owner. In the case of a single incident, the fine may not be assessed unless the Owner has received at least one prior written notice from the Board that the violation may subject the Owner to fine(s). Fines imposed pursuant to this Section may be collected as provided in Section 9.11 A and B above. Non-payment of assessments shall not subject an Owner to fines; rather, the remedy therefore shall be as provided in Article 9, above. The Board shall have the authority to establish and periodically modify a schedule of fines; provided, the failure to do so shall not invalidate or compromise the Board's powers under this Section 10.2. The above provisions notwithstanding, no fine shall be assessed unless and until the following process has been followed:

(A) A majority vote by the Board shall be required prior to imposing any fine on an Owner for a violation;

(B) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting;

(C) In the event the Owner begins resolving the violation prior to the meeting, no fine shall be imposed as long as the Owner continues to address the violation in good faith until fully resolved; and,

(D) No portion of any fine may be used to provide remuneration to any Board member or agent of the Board.

No part of this section shall affect any statute, rule, covenant, bylaw, provision or clause that may allow for the recovery of attorney's fees.

Section 10.3 Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 10.4 Amendment of the Declaration: Until the first Lot subject to this Declaration has been conveyed by Declarants by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarants by the recordation of a written instrument, executed by Declarants, setting for such amendment or termination.

Section 10.5 Amendment of Declaration by Members: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarants or others, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least sixty-seven percent (67%) of those Members present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments, at which a quorum is present; provided:

A. This Declaration may not be terminated except upon approval by at least ninety percent (90%) of the Members; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarants herein shall survive any such termination; and,

B. The provisions of this Declaration which limit the allowable land uses in the Subdivision to single-family residential use may be amended only with the approval of ninety percent (90%) of the Members.

C. The calculation of the percentage of Members votes on any amendment referred to above in this Section 10.5 shall be "rounded up or down" such that any fractional result is rounded down if the result is less than .5 of a vote and up if the result is .5 or greater. As an illustration of this provision, if the membership is considering an amendment other than an amendment referenced in Section 10.5, B above and 10 Members are present or represented by proxy at a meeting, an affirmative vote of 7 Members would be required to approve the amendment.

Section 10.6 Required Consent of Declarants to the Amendment: None of the rights, reservations, or easements granted to or reserved by Declarants herein may ever be modified or amended without the prior written consent of Declarants or Declarants' successor as identified in Section 8.2 above, which consent may be withheld by Declarants for any reason whatsoever. For the period specified in Section 8.1 above, any proposed amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarants) shall require the prior written consent of Declarants, or Declarants' aforesaid successor.

Section 10.7 Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage whether pursuant to remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the Lot free and clear of any claims for unpaid assessment or charges against such Lot which accrued prior to the time such first mortgage acquires title.

Section 10.8 Remedies Cumulative: Each remedy provided under the Association documents is cumulative and not exclusive.

Section 10.9 Costs and Attorneys Fees: In any action or proceeding under the Association documents, the party which seeks to enforce the Association documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

Section 10.10 Limitation of Liability: The Association, Board of Directors, Declarants and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Idaho, including without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

Section 10.11 Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho. Venue for any dispute regarding the provisions of this declaration shall be Valley County, Idaho.

Section 10.12 Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

Section 10.13 Number and Gender: Unless the context requires a contrary construction, as used in the Association documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 10.14 Captions for Content: The titles, headings and captions used in the Association documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 10.15 Mergers or Consolidations: The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and conditions established upon any other property, as one plan.

Section 10.16 Conflicts in Documents: In case of any conflict between this Declaration and the Articles of Incorporation, or the Bylaws of the Association this Declaration shall control.

IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year first above written.

SOUND HOLDINGS LLC

By: _____
MATHEW FALVEY, Member

BIG MOOSE RD LLC

By: _____
JOANNE YOUNG, Member

-ACKNOWLEDGEMENTS FOLLOW-

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

On this _____ day of _____, 2022, before me, _____, a Notary Public in and for said State, personally appeared Matthew Falvey, known or identified to me to be the Member of Sound Holdings LLC, and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF _____)
(ss.
County of _____)

On this _____ day of _____, 2022, before me, _____, a Notary Public in and for said State, personally appeared Joanne Young, known or identified to me to be the Member of Big Moose Rd LLC, and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR _____
My Commission Expires: _____