



December 13, 2022

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

Subject: Gold Fork River Estates Subdivision – Final Plat Submittal Letter

Dear Cynda,

This purpose of this letter is to request the Gold Fork River Estates Subdivision Final Plat be placed on the January 12, 2022 Valley County Planning and Zoning Meeting Agenda. The Gold Fork River Estates Subdivision Final Plat substantially complies with the Preliminary Plat from recorded C.U.P. 21-20. No financial guarantees exist for utilities. Financial guarantees are in place for the road pavement. A Wildland Urban Interface Fire Protection plan was prepared by John Lillehaug and will be referenced in the CCR's and will be implemented upon approval. A water storage tank is in place. Below you will find the list of Conditions of Approval from C.U.P. 21-20 and a response stating how each condition has been substantially met.

Conditions of Approval

1. *The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein.*

Response: None, understood.

2. *Any change in the nature or scope of land use activities shall require an additional Condition Use Permit.*

Response: There have been no changes in the nature or scope of land use.

3. *The final plat shall be recorded within two years or this permit will be null and void.*

Response: It is anticipated that the Final Plat will be recorded prior to August 24, 2023.

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

Response: None, understood.

5. *Must have an approved stormwater management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.*

Response: Site Grading and Stormwater management was designed by Crestline Engineers, Inc. and approved by the Valley County Engineer on July 1, 2022. Approval letter is attached.

6. *Roads shall be constructed in accordance with the Valley County Private Road standards. The Valley County Engineer shall review and approve construction drawings prior to development.*

Response: The construction drawings were reviewed and approved by the Valley County Engineer on July 1, 2022. Approval letter is attached.

7. *Prior to recordation of the plat, the Developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer.*

Response: Crestline Engineers, Inc. will provide a letter certifying the road has been constructed in accordance with the approved construction plans upon completion of the roadway.

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

Response: The Private Road Declaration is referenced on the face of the Final Plat and a draft copy has been submitted with this letter and will be recorded in conjunction with the Final Plat.

9. *Must bury conduits for fiber optic with utilities.*

Response: A spare conduit(s) were installed at the time of installation of other utilities in July - August 2022 as part of a shared trench project.

10. *A declaration of Installation of Utilities shall be placed on the face of the plat if all utilities are not in place at time of recordation.*

Response: All utilities have been installed; therefore a declaration does not need to be noted on the plat.

11. *A letter of approval is required from Donnelly Rural Fire District prior to recording the final plat. This approval will also be approval of the Wildfire Mitigation Plan.*

Response: A letter from Donnelly Rural Fire District will be submitted prior to recording the Final plat.

12. *CCR's should address lighting, wildfire prevention, noxious weeds, and limit each lot to one wood burning device.*

Response: Please refer to articles 3.1.K, 3.18, 3.22, and 3.24 in the proposed CCR's.

13. *All lighting shall comply with the Valley County Lighting Ordinance.*

Response: Please refer to article 3.1.K in the proposed CCR's.

14. *A letter from Gold Fork Irrigation District is required stating they have no concerns with this proposal.*

Response: A Letter from Gold Fork Irrigation district will be submitted to Staff prior to recordation of the Final Plat.

15. *Shall place addressing numbers at each driveway and each residence.*

Response: Please refer to article 3.1.J in the proposed CCR's.

16. *All lots should have access off the private road if the lot fronts on the private road.*

Response: All lots are accessed off of Oliver Court and is noted on the face of the Final Plat in Note 7.

17. *Shall file a CLOMR before any work being done on-site. Shall obtain a LOMR prior to recordation of the plat.*

Response: A study was conducted by Water, Civil, and Environmental on behalf of Gold Fork, LLC to establish Base Flood Elevations in the project location. Please see the attached letter from Crestline Engineers asking to remove this Condition of Approval and the response email received from Cynda Herrick.

18. *The following note shall be placed in the notes on the face of the final plat: "The Valley County Board of County Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."*

Response: Note reflected on final plat.

19. *Cannot affect vegetation or elevations within the floodplain area.*

Response: Note reflected on final plat.

20. *Cannot construct or place any structure or fill in floodplain, including signs and rocks that have potential to impede natural flow in floodplain unless area removed by Letter of Map Revision (LOMR).*

Response: Please refer to Note 13 on the Final Plat and article 3.26 in the proposed CCR's.

21. *Will show building envelopes with siting dimensions on the final plat.*

Response: Building envelopes are shown on the Final Plat and are addressed in article 3.1.P of the proposed CCR's.

22. If Lot 6 or 7 is not buildable because it is in the floodplain, it will need to be identified as Open Space.

Response: A portion of Lot 6 is located in the Floodplain but has enough room to support a septic system and a building envelope. Lot 7 is almost entirely located in the floodplain and will be identified as open space on the Final Plat.

Thank you for your attention to these responses and please feel free to contact me by phone or email at your earliest convenience should you have any questions or comments.

Sincerely,



Robert Pair, E.I.T.
Associate Engineer

Cc: Allan Bloxom, Owner/Applicant
Dan Dunn, Dunn Land Surveys, Inc., Surveyor
Amy Pemberton, Client Attorney

Enclosures:

1. 3 – Full size copies of Final Plat (3 Sheets)
2. Lot and Subdivision Closure Sheets
3. Escrow Agreement for Asphalt Pavement - Draft
4. Declaration of Private Road – Draft
5. CCR's – Draft
6. Articles of Incorporation for Gold Fork River Estates POA – Draft
7. Bylaws for Gold Fork River Estates POA – Draft
8. Approval Letter for Site Grading/Storm Water Management from Valley County Engineer
9. Letter to request removal of COA #17 and response email

**GOLD FORK RIVER ESTATES SUBDIVISION
ESCROW ACCOUNT AGREEMENT**

This Escrow Account Agreement is made and entered into by and between GOLD FORK LLC, a Texas limited liability company doing business as GOLD FORK RANCH LLC (“**GOLD FORK RANCH LLC**”), whose address is 161 Ranch Drive, Boerne, TX 78015, and the BOARD OF COUNTY COMMISSIONERS OF VALLEY COUNTY, IDAHO (“**Valley County**”), whose address is 219 N Main St., PO Box 1350, Cascade, Idaho, 83611.

RECITALS

- A. GOLD FORK RANCH LLC is developing certain real property in Valley County, Idaho, that will be or has been platted as Gold Fork River Estates Subdivision, which plat will be recorded with Valley County, Idaho Recorder (“**Property**”).
- B. Completion of roads for the Property, including paving, will not be complete when the final plat for the Property is recorded. Such improvements are described at the attached **Exhibit A** (collectively the “**Improvements**”). In compliance with Valley County Land Use Ordinance 10-5-3, GOLD FORK RANCH LLC has established an Escrow Account to assure that sufficient funds are available and earmarked for the completion of the Improvements.
- C. The estimated cost to complete construction of the Improvements, as certified by the GOLD FORK RANCH LLC Project Engineer, is \$ _____, as set out at **Exhibit A**. 120% of that sum is \$ _____, which sum will be deposited by GOLD FORK RANCH LLC to assure completion of the Improvements.
- D. Under the terms of the approval of the Final Plat for Gold Fork River Estates Subdivision, Valley County requires GOLD FORK RANCH LLC to provide certain financial assurances of payment and completion of the Improvements. Pursuant to Valley County Land Use Ordinance 10-5-3, GOLD FORK RANCH LLC must deposit funds into an escrow account in an amount equal to 120% of the above stated cost of completion of the Improvements. The additional 20% is referred to in this Agreement as the “**Reserve**”. The parties hereto intend that the escrow established by these Escrow Account Instructions shall satisfy the financial assurance requirements of Valley County.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions hereof and other good and valuable consideration, the parties hereto agree as follows:

DEPOSIT OF FUNDS

- 1. **Initial Deposit.** GOLD FORK RANCH LLC has placed on deposit with AmeriTitle (hereinafter “**Escrow Holder**”), 507 Pine Street, McCall, Idaho 83638, in an interest bearing account (the “**Escrow Account**”) the sum of \$ _____ to be held in an interest bearing account and disbursed pursuant to the terms hereof.
- 2. **Substitution of Funds.** At GOLD FORK RANCH LLC’s discretion, funds in this account can be replaced with a Letter of Credit or a Set-aside Account established with a banking

institution in an amount equal to the remaining balance of the escrow account, or a portion thereof. The Valley County Clerk shall be notified of any such substitution.

DISBURSEMENT OF FUNDS

3. **Requests for Disbursement of Funds:** The Improvements will be completed by no later than **November 30, 2024**. Requests for disbursement of funds (“**Requests**”) may be made by GOLD FORK RANCH LLC as line items in **Exhibit A**, or portions thereof, are completed, but in no case more frequently than monthly. Requests shall include the following:

a. An Engineer’s certificate, from GOLD FORK RANCH LLC’s project engineer, stating the work for which disbursement is requested is substantially complete, identifying which line items within **Exhibit A** are yet to be completed, and identifying the percentage of completion by line item and by total cost of the Improvements; and,

b. Disbursements shall be made directly to GOLD FORK RANCH LLC, who shall be responsible for payments to contractors, subcontractors, employees, materialmen and any others to whom payment is due. Copies of the Request shall be simultaneously provided to Escrow Holder and to the Valley County Clerk and the Valley County Engineer.

c. Absent written objection to the Request provided by Valley County to the Escrow Holder and GOLD FORK RANCH LLC within ten (10) days after the date of submittal of the Request, distribution from the Escrow Account shall be made by Escrow Holder no later than eleven (11) days after the date of submittal of the Request, or on the next working day thereafter. To the extent permitted under Idaho law, Valley County agrees to release Escrow Holder from any claims of any nature whatsoever that a distribution made under these circumstances was improperly made by Escrow Holder. GOLD FORK RANCH LLC agrees to release Escrow Holder from any such claims; and, in addition, GOLD FORK RANCH LLC agrees to indemnify Escrow Holder against and to hold Escrow Holder harmless regarding any such claim which might be asserted against Escrow Holder.

d. Escrow Holder shall have no responsibility for obtaining, maintaining or having any involvement regarding lien releases related to the construction of the Improvements or otherwise.

If, at any time pending completion of Improvements, Valley County is concerned that less than 120% of the estimated cost to complete remains in the Escrow Account, or that any funds have or are proposed to be improperly distributed, then such concern will be resolved between Valley County and GOLD FORK RANCH LLC.

4. **Request for Final Disbursement:** The GOLD FORK RANCH LLC project engineer shall provide certification to the Escrow Holder, with copies to the Valley County Clerk and Valley County Engineer, when the Improvements are completed. Absent written objection to the Certification, provided by Valley County to the Escrow Holder and GOLD FORK RANCH LLC within ten (10) days after the date of submittal of the Certification, then the balance of the funds held in the Escrow Account shall be disbursed by Escrow Holder to GOLD FORK RANCH LLC, or to persons designated by GOLD FORK RANCH LLC, as aforesaid, no later than eleven (11) days after the date of submittal, or on the next working day thereafter.

5. **Use of Funds by Valley County:** In the event that GOLD FORK RANCH LLC fails to complete all of the Improvements on or before **November 30, 2024**, then Valley County shall be entitled to take control of the funds remaining in the Escrow Account and apply the funds held therein to the completion of the Improvements, after giving the Escrow Holder and GOLD FORK RANCH LLC thirty (30) days advance written notice of its intent to do so. In such case, should the funds remaining in the Escrow Account be insufficient to complete the Improvements, then GOLD FORK RANCH LLC shall be liable to Valley County for the additional funds necessary to complete the Improvements, together with all costs and expenses reasonably incurred by Valley County in completing the Improvements and collecting the necessary funds from GOLD FORK RANCH LLC. Any funds in the Escrow Account in excess of Valley County's cost to complete shall be returned to GOLD FORK RANCH LLC.

GENERAL TERMS

6. GOLD FORK RANCH LLC does not intend that any persons or entities other than Valley County and Escrow Holder, and their successors and assigns, shall have any rights or remedies hereunder. The parties hereto specifically disclaim any intent to bestow any enforceable benefit upon any third parties as against the parties hereto. Any benefit accruing to any such third party as the result of the execution of these Escrow Instructions is merely coincidental and no such third party may rely on receiving such benefit.

7. The Valley County Clerk shall be entitled to receive statements confirming account balance and disbursements made from the Escrow Account, upon request made to Escrow Holder, with copy to GOLD FORK RANCH LLC.

8. Any costs and fees charged by Escrow Holder shall be borne by GOLD FORK RANCH LLC.

9. GOLD FORK RANCH LLC and Valley County acknowledge and agree that Escrow Holder, by holding such sums in trust as set forth hereunder, assumes no responsibility or liability under this Agreement or otherwise other than the responsibility to hold the sums paid to it in trust, and apply such sums as set out herein. Escrow Holder may terminate the escrow account at any time, after providing the parties with thirty (30) days advance written notice. In such case monies remaining in the Escrow Account shall be disposed of according to the joint instruction of GOLD FORK RANCH LLC and Valley County.

10. If any controversy arises with regard to distribution of funds in the Escrow Account, Escrow Holder shall have the right to stop all proceedings in and performance of said escrow until satisfactory written evidence of settlement is provided, whether or not such controversy results in litigation brought by the parties, by a third person, or in an interpleader action brought by Escrow Holder. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by the Escrow Holder in connection with such controversy, or otherwise arising out of this Agreement, including, but without limiting a suit in interpleader brought by the Escrow Holder.

11. Escrow Holder shall have no liability for the solvency of the institution in which said Funds are deposited nor the availability of funds on a certain date. GOLD FORK RANCH LLC agrees to hold Escrow Holder harmless regarding and to indemnify Escrow Holder against any loss, costs, expenses, attorney fees or claims which may arise by reason of the designation of the depository. Escrow Holder is not responsible for performing any Municipal, State, or Federal tax withholding or reporting.

12. The funds held by Escrow Holder pursuant to the terms of this Agreement cannot be withdrawn without the prior written consent of GOLD FORK RANCH LLC and Valley County, except by Court Order.

13. The terms of this Agreement shall inure to the benefit of and bind the parties hereto, together with their heirs, assigns and successors.

14. In the event that a dispute arises between GOLD FORK RANCH LLC and Valley County regarding the meaning, application or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorneys fees and costs incurred.

IN THE WITNESS WHEREOF, the parties hereto have caused these Escrow Account Instructions to be executed as of the day and year of the last signature hereto.

GOLD FORK LLC
A Texas limited liability company
Doing business as GOLD FORK RANCH LLC

VALLEY COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____ Date: _____
ALLAN P. BLOXSOM, III, Manager

By: _____ Date: _____
_____, Chairman

ATTEST:

By: _____ Date: _____
_____,
Valley County Clerk

ESCROW HOLDER
AmeriTitle, Inc.

By: _____ Date: _____

**OWNER'S DECLARATION OF PRIVATE ROADS
FOR GOLD FORK RIVER ESTATES SUBDIVISION
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by GOLD FORK LLC, a Texas limited liability company doing business as GOLD FORK RANCH LLC ("**Gold Fork Ranch LLC**"), which is the owner of certain lands located in Valley County, Idaho, which are platted as Gold Fork River Estates Subdivision.

WHEREAS, Gold Fork Ranch LLC did, on the ____ day of _____, 20____, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. _____, in Plat Book _____, on Page _____, the Final Plat for Gold Fork River Estates Subdivision (hereinafter "Final Plat").

WHEREAS, Gold Fork Ranch LLC is the Owner of the real property contained in the said Final Plat.

WHEREAS, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of the Gold Fork River Estates Subdivision roads, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

NOW, THEREFORE, Gold Fork Ranch LLC hereby states and declares as follows:

1. PRIVATE ROADS: Oliver Court, which is the only road depicted on the Final Plat is a PRIVATE ROAD and shall permanently remain a PRIVATE ROAD (hereafter "Private Road"), for the use and enjoyment of the members of the Gold Fork River Estates Association Inc., together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant's rights contained in the General Declaration of Protective Covenants, Conditions, Restrictions and Easements for Gold Fork River Estates Subdivision.

2. GOLD FORK RANCH LLC IS SOLELY RESPONSIBLE FOR THE COSTS OF ROAD DESIGN AND CONSTRUCTION: Gold Fork Ranch LLC is solely responsible for the costs of the design and construction of the Private Road, pursuant to and according to the final plans therefore, as submitted to Valley County.

3. VALLEY COUNTY IS NOT RESPONSIBLE FOR THE ROAD: Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair or replacement of the Private Road.

4. GOLD FORK RIVER ESTATES ASSOCIATION RESPONSIBLE FOR MAINTENANCE OF ROADS: The Gold Fork River Estates Association, Inc., a duly formed Idaho non-profit corporation, whose members shall include the owners of Lots in the Gold Fork River Estates Subdivision, shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of all of the Private Road.

5. FINANCIAL ASSURANCE: The Private Road shown on the Final Plat is not completed to a paved surface. It is currently completed to a graveled surface. The Private Road will be completed to a paved surface on or before **November 30, 2024**, in compliance with the Gold Fork River Estates Subdivision road plans as approved by Valley County. 120% of the estimated cost to complete the Private Road has been escrowed by Gold Fork Ranch LLC pursuant an Escrow Agreement entered into between Gold Fork Ranch LLC and Valley County.

IN WITNESS WHEREOF, the undersigned Owner of the said Gold Fork River Estates Subdivision, has executed this Declaration the day and year first above noted.

GOLD FORK LLC,
a Texas limited liability company,
doing business as GOLD FORK RANCH LLC

By: ALLAN P. BLOXSOM, III, Manager

STATE OF _____,)
(ss
County of _____.)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared ALLAN P. BLOXSOM, III, Manager of GOLD FORK LLC, a Texas Limited Liability Company doing business as GOLD FORK RANCH LLC, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

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

NOTARY PUBLIC FOR _____ (State)
My Commission Expires: _____

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
GOLD FORK RIVER ESTATES SUBDIVISION**

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
GOLD FORK RIVER ESTATES SUBDIVISION**

THIS DECLARATION is made by GOLD FORK LLC, a Texas limited liability company doing business as GOLD FORK RANCH LLC ("Declarant").

ARTICLE 1 - GENERAL

1.1 Common Interest Community: The name of the common interest community created by this Declaration is "Gold Fork River Estates". All of the community is located in Valley County, Idaho.

1.2 Property Affected: Declarant owns certain real property in Valley County, Idaho, which is the subject of the final plat for Gold Fork Estates Subdivision, filed of record with the Valley County Office of Recorder. Such property, together with any property which is annexed thereto by Declarant, pursuant to the terms of this Declaration, shall be referred to in this Declaration as "the Property".

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.

1.4 Declaration: Declarant hereby declares that each lot, parcel or portion of Gold Fork River Estates, is and 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 Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

ARTICLE 2 - DEFINITIONS

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

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.

Association: "Association" shall mean the Gold Fork River Estates Property Owners' Association.

Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Bylaws: "Bylaws" shall mean the Bylaws of the Association.

Committee: "Committee" shall mean the Design Review Committee.

Community: "Community" as used herein shall refer to the Existing Properties considered as a whole.

Declarant: "Declarant" shall mean GOLD FORK LLC, a Texas limited liability company, and any successor bulk purchaser of the subdivision lots whom is designated in writing recorded with the Office of Recorder of Valley County, Idaho by GOLD FORK LLC, a Texas limited liability company, as a successor Declarant.

Declaration: "Declaration" shall mean this Declaration of Covenants.

Design Guidelines: "Design Guidelines" shall mean the Design Guidelines promulgated as set forth in Section 6.3(A) and as the same may be amended from time to time pursuant to Section 6.3(B).

Design Review Committee: "Design Review Committee" or "DRC" shall mean the committee created pursuant to Article 6.

Existing Property: "Existing Property" shall mean the real property which is the subject of the Plat. "The Property" or the "the Subdivision" shall mean the Existing Property, together with any additional properties which are annexed to the Existing Property pursuant to Section 8.2 herein. Either term shall include any improvements now or hereafter made on such real property and appurtenances and rights to such real property.

Governing Documents: "Governing 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; (d) the Design Guidelines; and, (e) any applicable Rules and Regulations, and all Amendments to any of the aforementioned documents.

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.

Lot: "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot on the Plat, and in any plat subsequently recorded against the Existing Property or the Property. A lot may also be referred to herein as a "parcel".

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.

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 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.

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.

Plat: "Plat" shall mean the final plat for Gold Fork Estates Subdivision, filed of record with the Valley County Office of Recorder, as the same may be amended.

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.

Rules and Regulations: "Rules and regulations" shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association.

Structure: "Structure" shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

ARTICLE 3 - LAND USES AND IMPROVEMENTS

3.1 Land Use and Living Units: All of the subject lots in the Existing Property shall be used and occupied solely for single-family residential purposes. None of the subject lots or parcels shall be split, divided or subdivided into a smaller lots or parcels than indicated on the Final Plat of Gold Fork River Estates Subdivision, as filed with the office of the County Recorder of Valley County, Idaho, except as otherwise provided in Section 8.2. All single family residences shall be subject to the following conditions and limitations:

A. No buildings other than one residence, a guest/caretaker residence and associated accessory buildings incidental and appurtenant to a private residence, shall be erected or maintained on any Lot, provided, (1) a garage sufficient in size for Owner's vehicles must be constructed either as part of the primary residence or, if detached, within ninety (90) days after the construction of the residence; and, (2) no more than a total of three (3) buildings, or four (4) buildings if a guest/caretaker residence is constructed and if the garage is detached, shall be allowed on any Lot.

B. No use whatsoever shall be made of any Lot other than as the site and grounds of a private residence. The term "private residence" 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. This is not, however, intended to exclude a guest house, a house for family members, or caretakers' quarters for persons employed upon the premises, if such guest, family member's, or caretaker's housing is allowed by applicable Valley County Ordinances, and Central District Health.

C. The Owner of a Lot may only rent or lease their residence or any guest dwelling unit located on a Lot in accordance with the following: (i) there shall be no rental for a period of less than 7 days; and, (ii) there shall be no rental for more than a total of 30 days in any given year; (iii) the Owner shall assure that the renters/lessees are aware of this Declaration and shall incorporate this Declaration into any rental or lease agreement; and, (iv) the Owner shall be responsible for any violations by renters/lessees of any of the provisions of this Declaration.

D. No structure of a temporary character, to specifically include mobile homes, pre-manufactured homes, modular homes, basement, shack, garage, barn or

other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Article 6 or the Design Guidelines; nor shall any residential structure be moved on to any lot from any other location, unless the prior written approval of the DRC is obtained, such approval to be obtained in the same manner as for new construction.

E. No Owner, visitor or guest may utilize a camper, motor home or trailer on a Lot at any time.

F. A residence shall contain no less than 2,800 square feet, if single storied, or 3,200 square feet, if two storied, of heated 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.

G. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specification, and plot plan or other appropriate plans and specifications have been reviewed in advance by the DRC, and the same have been approved in writing. The procedures for review are as more fully set forth in Article 6.

H. Detached garages, guest quarters, barns, outbuildings and storage sheds shall be allowed if in conformity with the provisions of this Declaration and the applicable ordinances of Valley County. Garages, storage sheds, patio covers, and all other structures shall be constructed of, and roofed, with the same or compatible materials, and with similar colors and design, as the residential structure on the applicable Lot, or as otherwise approved by the DRC. No metal structures shall be allowed.

I. All access driveways shall have an all weather wearing surface approved by the DRC and shall be constructed to assure proper drainage. The foregoing is not a requirement that driveways be paved.

J. Each Lot shall have a street number discreetly placed at or near the street entrance to the Lot. All mailboxes and stands, if any, will be of consistent design, material and coloration.

K. Exterior lighting shall be part of the architectural concept of the improvements on a Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the DRC. Lighting shall be restrained in design, excessive brightness shall be avoided, and only amber light bulbs may be used for exterior lighting. For instance, flood lights and other similar bright lights shall not be allowed; and all lighting shall be shielded and directed downward. All exterior lighting shall be in compliance with the Valley County lighting ordinance.

L. The maximum height of any building shall be in compliance with the applicable Valley County land use or zoning ordinances, but shall not exceed thirty-five (35) feet in height, measured from the grade which pre-existed construction to the highest point of any roofline.

M. Roofs shall be required to be of pitched design and shall be covered with nonflammable materials (e.g. non-reflective metal, tile, fiberglass shingles, fire retardant wood shingles or shakes). No galvanized metal roofs shall be allowed. Metal roofs shall be of earth tone colors which are compatible with the Property. Owners desiring to use non-metal roofs must demonstrate to the DRC that the desired material is fire resistant.

N. The color and type of the exterior surfaces of any structure shall be subject to approval by the DRC. Exteriors must be of natural materials (i.e. wood or stone); provided, the DRC may, upon petition from an Owner, allow a non-natural material if, after reviewing samples, the Committee is convinced that the material has a natural appearance consistent with these covenants. Earth tone colors shall be preferred, except for trim.

O. No TV Satellite dishes larger than thirty-six inches (36') in diameter shall be allowed.

P. All structures shall be constructed within the building envelopes shown on the Plat.

3.2 In Home Businesses: "In home business," which involve the coming and going of clients or customers or the parking or storage on a Lot of vehicles, machinery, equipment or materials shall not be allowed, except by permission of the Board granted following the process for variances specified in Section 6.8 below. The Board shall not grant the request from an Owner to conduct an in home business which involves the coming and going of customers or clients or the parking or storage on the Lot of vehicles, machinery, equipment or materials unless the Board determines in its sole discretion that the impacts on other lot owners will be negligible.

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

3.4 Storage of Owners' Vehicles and Equipment: All Owners' automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment shall be parked/stored in a garage or other enclosed building, provided, that temporary parking shall be allowed for a period of up to 5 days in any one month period. The Board shall specifically have the authority to develop additional Rules and Regulations in this regard, and may, in its sole discretion, extend the period of time for which a boat may be parked on a Lot.

3.5 Parking: Guest and Owner parking shall be accommodated on Lots with no parking of vehicles allowed on private or public streets.

3.6 Wild Game: Nothing shall be done or kept on any Lot which will inhibit, interfere with, or endanger the wild game which enter onto any Lot, or anywhere in the Subdivision. All Lot Owners must understand and accept the fact that the wild game will eat landscaping, plants and trees. Lot Owners may use only game-friendly means of protecting their landscaping. Wild game shall not be fed within the Property.

3.7 Animals: Animals may be maintained on the Property for personal domestic use only, and not for any commercial or business enterprise, including the raising of any animal for sale.

No animal, bird, insect, pigeon, poultry or livestock shall be kept by a Lot Owner, except for the keeping of domesticated dogs (subject to the restricted dog breeds listed below), cats, turtles, non-poisonous frogs, domestic hamsters, hermit crabs, gerbils, small domesticated birds, domestic fish, and other household pets, for non-commercial purposes, which do not unreasonably bother or constitute a nuisance to others. Without limiting the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance.

The following animals/breeds are not permitted:

A. Unless used as an assistance animal, restricted dog breeds are not permitted. Restricted breeds include the following: Akita, Alaskan Malamute, American Staffordshire Terrier, Bull Terrier, Chow, Doberman Pinscher, German Shepherd, Husky, Wolf Hybrid, Pit Bull, Rottweiler, Beauceron, Belgian Malinois and St. Bernard and all "mixes" of the above breeds.

B. Snakes, spiders, ferrets, and iguanas are not permitted.

The following, additional restrictions, apply with regard to dogs: All dogs must be restrained so that they do not leave the property. "Invisible Fences" shall be the preferred means of restraint. No more than two (2) dogs per Lot shall be allowed. Dogs shall not be allowed to disturb other Owners, by barking or otherwise. Dogs shall be kept on a leash when such animals are off the premises of their owner.

3.8 Fences: No fence, wall or hedge higher than four (4) feet, six (6) inches shall be erected or maintained on any Lot, save and except, however, with the previous written consent of all adjoining Lot Owners and the DRC. The DRC shall have complete control over the allowance of a fence over the four foot six inch height limit. No fence, except exterior Property perimeter fencing, may be constructed of wire or metal. Fencing made of natural materials such as wood and stone materials shall be preferred. All exterior, interior or cross fencing shall first be approved by the DRC. Fencing on the perimeter (i.e. external boundaries) of the Property may be wire.

3.9 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.

3.10 Drainage: There shall be no interference with the established drainage pattern over any portion of the Property. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time that road construction and installation of utility lines is completed by Declarant.

3.11 Utilities & Roads:

A. Telephone, Electrical: The Declarant shall provide underground electrical power and telephone service to the Community as a whole. 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. Solar panels are allowed, but must be approved by the DRC. All 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.

As described at Section 7.4 below, an electrical meter has already been placed at the Fire Tank Well on Lot 1. The Owner of Lot 1 may choose to utilize Fire Tank Well electrical meter for its own use, provided that the Owner of Lot 1 shall obtain all necessary permits to do so, and shall ensure that power is available for the Fire Tank Well. Also in such case, the Owner of Lot 1 shall be responsible for all electricity costs of such meter.

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.

As described at Section 7.4 below, a Fire Tank Well has already been drilled on Lot 1 for the purpose of filling the Fire Protection Water Tank. The Owner of Lot 1 may choose to utilize the Fire Tank Well for its own water use, provided that the Owner of Lot 1 shall obtain all necessary permits to do so, and shall ensure that there is sufficient water for the Fire Protection Water Tank. Also in such case, the Owner of Lot 1 shall be responsible for all costs of maintenance, repair and replacement of the Fire Tank Well and related facilities.

C. Septic: Sewage disposal for each Lot shall be supplied by means of individual septic/drain field systems, installation and maintenance of which shall be the sole and exclusive responsibility of each Owner. Permits therefor shall be required from the Central District Health Department. No improvements, including driveways, may be constructed in these areas without the prior approval of the Central District Health Department.

D. Propane Tanks: All propane or other tanks shall be placed underground.

E. Roads: The only road within the Subdivision, which is Oliver Court, is private. Declarant shall complete the construction of Oliver Court to the standards depicted in the documents submitted to and approved by Valley County. Thereafter, the Association shall be solely responsible for the maintenance, repair and upkeep of Oliver Court. All Owners shall share equally in the cost of the maintenance and repair.

F. Fire Protection Water Tank. A Fire Protection Water Tank has been installed and is located adjacent to Oliver Court and the Open Space parcel (and which is depicted on the Plat). The tank and all related facilities are to be operated and maintained by the Association, as provided at Section 5.3(F) below. See also Section 7.4 with regard to the Lot 1 Fire Tank Well Easement.

3.12 Obstructions on Common Easements: No gates or obstructions shall be placed upon or block any access road unless the access road terminates on the Lot Owner's property, and the gate or obstruction is placed within the Lot Owner's property. 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.

3.13 Snow Machines, Motorcycles, and All Terrain Vehicles: All terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may be used for ingress and egress only, but may not otherwise be operated within the Subdivision.

3.14 Prohibited Lot Uses:

- A. There shall be no mining, smelting or milling of ores or similar mineral operations within the Community.
- B. No outdoor privy or any common cesspool shall be installed on any lot at any time.
- C. Nothing shall be done or kept on any Lot by any person which will increase the rate of insurance on any other Lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.
- D. No excavation shall be made on any Lot except as is necessary for the erection of approved structures, in which case the same shall be properly filled within thirty (30) days of the completion of the underground work.
- E. No hunting or discharging of firearms shall be allowed within the Subdivision; provided, bow hunting by Owners and guests, accompanied by Owners, shall be allowed.

3.15 Building and Grounds Conditions: Each Owner shall maintain the exterior of his or her dwelling unit and all other improvements in good condition and shall cause them to be repaired as the affects of damage or deterioration become apparent. Each Owner shall maintain his or her Lot in good appearance at all times.

3.16 Landscaping: Of critical concern with regard to landscaping in the Subdivision is the preservation of the stability of hill sides and the prevention/control of wild fires. Native, drought resistant plant species shall be preferred.

3.17 Trash / Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, grass or shrub clippings, construction debris, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections.

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 fifteen (15) 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 ten (10) 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.

3.18 Burning / Wood Burning Devices: No burning of any household garbage, trash or other noxious refuse shall be permitted within the Subdivision. Burning of natural materials such as grass/tree trimmings shall take place only with required permits from the local Fire

Department and any other agency or authority with jurisdiction. The policies, practices and instructions of such entity shall be strictly followed. Only one wood burning device shall be allowed per Lot. The use of propane fireplaces or heating units is preferred.

3.19 Nuisances: No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any dwelling unit.

3.20 Inoperative Vehicles: No unused, stripped-down, partially wrecked or otherwise inoperative motor vehicles or parts thereof shall be permitted to be parked on any common easement or road within the Property, nor shall such vehicles be allowed to be parked on any Lot.

3.21 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 dwelling;
- B. Signs for sale and administration purposes installed by the Declarant 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; and,
- E. Such signs as may be required by law.

3.22 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.

3.23 Tree Removal: No tree shall be removed from any Lot which is in good health, twelve inches (12") in diameter or greater, and within fifty feet (50') from any property line without the prior consent of the DRC.

3.24 Fire Hazard Mitigation: No combustible material shall be placed or allowed to accumulate within three (3) feet of a structure. Within a thirty foot (30') perimeter surrounding a dwelling, grasses shall be kept below six inches (6") in height, shrubs and trees shall be appropriately thinned, mature conifers shall be limbed to a height of eight feet (8') above the ground and all dead and down wood shall be removed. All Owners shall comply with the Wildland Urban Interface Fire Protection plan prepared for the Subdivision, a copy of which is attached hereto as **Exhibit A**. If the Wildland Urban Interface Fire Protection plan is amended or modified, the amended version shall replace Exhibit A attached hereto, and any recordation of the replacement Exhibit A as an amendment to this Declaration shall not be deemed to be an amendment which is subject to approval by the Members pursuant to Section 10.4 below.

3.25 Open Spaces: The Open Spaces shown on Plat are provided for the use and enjoyment only of the Community, their immediate families and their guests when accompanied by owners or their families. Ownership of the Open Spaces shall be transferred from the

Declarant to the Association prior to the Transfer of Control Date, which shall be responsible for the maintenance, upkeep and preservation of such areas. Control of the use of these Open Spaces is vested in the Board, which may promulgate rules regarding the use of such areas and which may suspend or revoke an owner's right of use of such areas for violations of such rules. Use of the Open Spaces shall be at the user's own risk, and by the use thereof, said user assumes such risk.

3.26 Compliance With Floodplain Restrictions: All Owners purchase their Lots with the knowledge that portions of the Property are located within the floodplain, as depicted on the Plat. There shall be no construction or placement of any fill, structure, signage, rocks or other materials in a floodplain that could have potential to impede natural flow in the floodplain.

3.27 Compliance With Wetlands Permit: All Owners purchase their Lots with the knowledge that the Property contains jurisdictional wetlands, which are governed by the terms of Wetlands Permit(s), and the terms and conditions associated therewith. By purchasing their Lots, Owners agree to comply with and be bound by the terms and conditions of the Permits.

3.28 Compliance With Law: No part of the Property shall be used, occupied, altered, charged, improved or repaired except in compliance with all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the United States of America, State of Idaho, County of Valley, and all other municipal, governmental or lawful authority whatsoever, affecting the Property or the improvements thereon or any part thereof.

3.29 No Further Subdivision: No Lot may be further subdivided, except as otherwise provided in Section 8.2.

3.30 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of improvements to and on any portion of the Property owned by Declarant or to construct such additional improvements as Declarant deems 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 Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant need not seek or obtain DRC approval of any such improvements constructed or placed by Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded in the Office of the Valley County Recorder.

ARTICLE 4 – ASSOCIATION OPERATION

4.1 Organization: The Association (Association) shall be initially organized by Declarant 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.

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. Declarant shall hold one membership in the Association for each Lot owned by Declarant. 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 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 Governing Documents.

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

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.

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, which provisions provide that the Declarant has the right to appoint a majority of the members of the Board of Directors until the transfer of control date.

4.6 Declarant's Transfer of Control of Association: Declarant's right to control the Association and the selection of its Board shall terminate upon the occurrence of the *first* of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to appoint the majority of the members of the Board of Directors; or

B. Upon the later of the following two dates: (i) that date which is three (3) months after all Lots within the Property (including any property which is annexed into the Property pursuant to the terms of this Declaration) have been sold to persons other

than Declarant; or, (ii) ten years from the date of recording the Plat with the Valley County, Recorder.

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

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

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 Governing Documents.

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 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, to charge interest on unpaid assessments, to collect charges, fees, fines, penalties and interest in accordance with the Governing Documents as are from time to time in force and effect, to create and enforce liens given as security for such assessments, charges, fees, fines, penalties and interest, and to exercise any and all remedies available to the Association under this Declaration, under other Governing Documents or by applicable law.

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 apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. The Board may provide in the Association Rules for enforcement of Association Rules or other Governing Documents through reasonable and uniformly applied fines (as described in subsection E below), through exclusion of violators from Open Spaces, or otherwise. 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. Fines: The Board is authorized to impose monetary penalties and fines, and to impose temporary suspension from voting and other privileges of Association membership for any period during which any assessment remains unpaid and for a reasonable period for any violation of the Governing Documents. Fines and penalties may be imposed in amounts to be provided in Rules and Regulations published by the Board, and fines may be imposed in amounts to be provided in the Design Guidelines. Fines and penalties may be assessed only against a Member of the Association; and only if the violator is the Member or a member of the Member's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Member; and, only in compliance with Idaho law. Fines and penalties may be increased in the case of a continuing violation, where the Member has failed to abate the violation within the time allowed therefore by the Board in written notice to the Member. Non-payment of assessments shall not subject a Member to fines; rather, the remedy therefore shall be as otherwise provided herein and in the Declaration.

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

G. 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 Governing Documents.

5.3 Duties of the Association: In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws without 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. Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

C. Design Review Committee: Appoint and remove members of the DRC, subject to the provisions of this Declaration.

D. Duty to Accept Property and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any improvements thereon, any easement or other right, and personal property transferred to the Association by the Declarant or by any third party with Declarant's 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 non-public, common easement and access roads within the Property which are identified on the recorded plat of the Property and which are necessary to provide access to the Lots within the Property.

F. Duty to Manage and Care for Fire Protection Water Tank: The Association shall manage, operate, care for, and maintain and repair the Fire Protection Water Tank located adjacent to Oliver Court and the Open Space parcel (and which is depicted on the Plat), together with all related infrastructure.

G. Duty to Maintain Open Spaces in Accordance With Wildland Urban Interface Fire Protection Plan: The Association shall maintain the Open Spaces in accordance with the Wildland Urban Interface Fire Protection plan prepared for the Subdivision, as the same may be amended.

ARTICLE 6 – DESIGN REVIEW

6.1 Design Review Committee (“DRC”): The Design Review Committee shall consist of not less than three (3) nor more than five (5) individuals. The Association Board shall have the right to determine the exact number of DRC members, and to appoint and remove all members of the DRC. A member of the DRC need not be an Owner.

6.2 Review Of Proposed Construction: No building, fence, wall, structure or other Improvement shall be commenced, erected, altered, placed or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the DRC. The DRC shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the DRC. All actions taken by the DRC shall be in accordance with Design Guidelines which shall be promulgated as set forth in Section 6.3(A) and shall be in accordance with the purposes and intents of the Governing Documents. Such Design Guidelines may be amended from time to time pursuant to Section 6.3(B) below. The Board shall have the power to hire an architect, licensed with the State of Idaho, to assist the DRC in its review of proposals or plans and specifications submitted to the DRC.

6.3 Design Guidelines And Fees:

A. Promulgation of Design Guidelines. The DRC and/or the Association (as provided below) shall promulgate and publish rules and regulations that shall state the general design theme of all projects in Gold Fork River Estates, specific design requirements, and the general construction

procedures that will or will not be allowed in the Property. The DRC and/or the Association (as provided below) shall also promulgate and publish rules and regulations that shall set forth the procedures to be followed and material which must be provided by any member of the Association or such member's authorized agents in order to obtain review of proposed construction by the DRC.

B. Amendment of Design Guidelines. The Design Guidelines may be amended as follows: the DRC may propose amendments to the Board, or the Board may propose amendments of their own volition. Amendments may be approved by at least a majority of the Board at which a quorum is present; and, until the Transfer of Control Date, the amendment must be approved in writing by the Declarant.

Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements commenced after the date of such amendment only and shall not apply to require modifications to or removal of Structures previously approved once the approved construction or modification has commenced; provided, the construction or modification has proceeded in accordance with the plans and specification therefore, as approved.

The DRC shall make the Design Guidelines available to Owners and builders who seek to engage in development or construction within the Property, and all such Persons shall conduct their activities in accordance with such Design Guidelines. THE BURDEN SHALL BE ON THE OWNER AND THE BUILDER TO ENSURE THAT THEY HAVE THE MOST CURRENT DESIGN GUIDELINES.

C. Fees and Deposits and Fines. The DRC may set a review fee schedule sufficient to cover all or part of the cost of DRC time, consultant's fees, and incidental expenses, as well as a contractor deposit, both to be further defined in the Design Guidelines. Additionally, as provided at Section 5.2(E) above, fines may be imposed in amounts to be established in the Design Guideline.

6.4 Documentation Required for DRC Review: No structure or improvement shall be considered or approved by the DRC until the Owner has submitted to the DRC all information required by the Design Guidelines.

6.5 No Waiver Of Future Approvals: The approval of the DRC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the DRC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

6.6 Compensation Of Members: The members of the DRC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board, and except in the case where a design professional such as an architect is on the DRC.

6.7 Non-Liability Of DRC Members: Neither the DRC nor any member thereof, nor its duly authorized DRC representative, shall be liable to any Association, or to any Owner

or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of the DRC. The DRC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The DRC shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

6.8 Variances: The DRC may authorize variances from compliance with any of the architectural or landscape provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require pursuant to the procedure provided in the Design Guidelines. However, no variances will be granted for construction of structures or improvements, including without limitation manicured lawns, in Open Space. Variances must be evidenced in writing, and shall become effective upon recordation in the office of the County Recorder of Valley County. If a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE 7 - EASEMENTS

7.1 Utility Easements and Idaho Power Easements: Declarant reserves the right to construct utilities within any Utility Easement and any Idaho Power Easement, any road right of way, and any Open Space parcel which is depicted on the Plat, and to grant easements for the repair and maintenance of any such utility. No Building Improvements shall be constructed within any Utility Easement or any Idaho Power Easement other than utility-related improvements, or as may be permitted pursuant to the Design and Development Guidelines.

7.2 Shared Driveway Easement:

A. Owners of Lots 2, 3 and 4 shall have the right to use the Shared Driveway Easement shown on the Plat. In the event that the Owners of such Lots utilize the Driveway Easement to access their lots, they shall share in the cost of construction, maintenance and repair of the Driveway Easement as provided in this Section 6.3 below.

B. The Driveway Easements will be constructed and paved by the Declarant at or before the time that the first occupancy permit is granted for any Lot with use of the Driveway Easement.

C. The users of the Driveway Easement must maintain it at their own expense, in good condition. All Users of a Driveway Easement shall share equally in the

cost of maintenance of a Driveway Easement, beginning with the date upon which a Building Permit is issued for the construction of a home on a Lot. No contribution shall be required from any Owner who has not yet obtained a Building Permit.

D. Any damage to the Driveway Easement incurred due to construction shall be repaired at the expense of the Owner doing the construction.

E. Users of a Driveway Easement who are unable to obtain reimbursement for expenses of construction, maintenance and repair from another user of the Driveway Easement shall have the right to request that the Association assesses the nonpaying Owner, which the Association shall assess in its discretion.

7.3 Gold Fork Ditch Easement: There is a 50' wide Gold Fork Ditch Easement shown on the Plat, which is an existing irrigation ditch. This Gold Fork Ditch Easement is reserved for the downstream water users. Motorized equipment may be used on within this Gold Fork Ditch Easement to the extent necessary to maintain and repair the irrigation ditch. No fences may be placed in this Gold Fork Ditch Easement.

7.4 Lot 1 Fire Tank Well Easement: There is an Idaho Power and Fire Tank Well Easement shown on the plat ("**Lot 1 Fire Tank Well Easement**").

A. A well is located on Lot 1 for the purpose of filling the Fire Protection Water Tank ("**Fire Tank Well**"), which well is depicted on the Plat within the Lot 1 Fire Tank Well Easement.

B. The Lot 1 Fire Tank Well Easement is reserved to the Association for the following:

(i) The placement of a power transformer, power lines and related electrical facilities; and,

(ii) Water from Fire Tank Well as needed for operating and maintenance of the Fire Protection Water Tank; and,

(iii) The use, maintenance and repair of the Fire Tank Well and related improvements including but not limited to the well pump and water lines; and,

(iv) For access to the Fire Tank Well and related facilities as needed for the same. Once a driveway is constructed on Lot 1, the Association shall utilize such driveway and the most direct route to the Fire Tank Well as its access to the Fire Tank Well for this easement.

C. The Association shall pay for the cost of maintenance, repair and replacement of the Fire Tank Well and related facilities, and all related electrical bills; provided, that if the Owner of Lot 1 utilizes the Fire Tank Well for its own water use (as provided at Section 3.11(B) above), the Owner of Lot 1 shall pay for the cost of maintenance, repair and replacement of the Water Tank Well, and shall ensure that it is maintained in such a fashion as to provide sufficient water to the Fire Protection Water Tank; and, if the Owner of Lot 1 utilizes the electrical meter associated with the Fire Tank Well for its own use (as provided at Section 3.11(A) above), then the Owner of Lot 1 shall pay for all electrical bills related thereto. See also Sections 3.11((F) and 5.3(F) with regard to the Fire Protect Water Tank.

D. No Building Improvements shall be constructed within Lot 1 Fire Tank Well Easement other than as permitted in this Section 7.4, or as may be permitted pursuant to the Design and Development Guidelines.

7.5 Access Easement: There is a 30' wide Access Easement shown on the Plat, on Lot 2. This easement provides access to property located to the west of Lot 2, the terms of which are included in an easement separately recorded with the Valley County, Idaho Recorder, the Instrument Number for which is depicted on the Plat.

7.6 Declarant's Reservations:

A. Declarant hereby creates and reserves to itself an unrestricted, perpetual easement in and right of use of all easements shown on the Plat for the extension of telephone/utilities to adjoining properties.

B. If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon the Transfer of Control Date. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

ARTICLE 8 - DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

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

8.2 Declarant's Future Development Rights: Until the Transfer of Control Date, Declarant shall have the following development rights:

A. Declarant may add or annex any real property owned by Declarant to the Existing Property. The additions authorized under this Section shall be made by filing of record a Supplemental Declaration of Protective Covenants with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as not inconsistent with the scheme of this Declaration. Upon recordation of such Supplemental Declaration, the additions authorized under this Section shall

thereafter be treated in all respects as Existing Properties. No permission shall be necessary from the owners of Existing Property before the Declarant may bring such lands within the scheme of this Declaration.

Such annexation(s) and Supplemental Declaration(s) may alter the rights and responsibilities of the Association and owners in the following ways:

1. Additional owners may be added to the Association, thereby diluting the relative effect of an Existing Property Owner's vote;
2. Additional private roads may be conveyed to the Association, thereby affecting the Association's road maintenance and repair budget;
3. Additional Open Spaces and amenities may be created and, upon acceptance by the Association, may be either conveyed, leased or made available to the Association, in which case the Association may incur expenses related to upkeep, improvement and/or maintenance; and,
4. The Association may incur other expenses as a result of such annexation.

B. Declarant may create additional Lots within the Property.

C. Declarant may divide any Lot into two or more Lots, subject to the compliance with the Valley County Land Use and Development Ordinance.

Section 8.3: Declarant's Approval: Until the Transfer of Control Date,, the Association shall not, without first obtaining the prior written consent of the Declarant, which consent shall not be unreasonably withheld: levy any special assessment; adopt, change or repeal any rules of the Association; make any substantial reduction or change in Association services; or, make any amendment to Governing Documents.

8.4: Declarant's Right to Control the Board of Directors: Until the Transfer of Control Date, the Declarant shall have the right to appoint a majority of the Board of Directors.

8.5: Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration.

ARTICLE 9 - ASSESSMENTS

9.1 Covenant to Pay Assessments: By acceptance of a deed to 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, charges and fines made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

A. Assessment Constitutes Lien: Such Assessments, charges fines 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, charge and fine, 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, charges and fines shall remain such Owners personal obligation regardless of whether he remains an Owner.

9.2 Uniformity of Assessments: Regular assessments, including expenses of road maintenance and repair, shall be uniform as to all Owners.

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

- A. Repairs and maintenance for non-public roads within the Property, as well as the Fire Protection Water Tank and related facilities;
- 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. Expenses related to the maintenance and operation of Open Space facilities;
- H. Any deficit remaining from any previous assessment year; and,
- I. The creation of reasonable contingency reserves for the future road maintenance or improvement, administration expenses, or legal expenses.

Regular assessments shall be paid annually as provided in Section 9.6.

9.4 Declarant's Obligations: Declarant shall be subject to the Association's assessment on any Lots owned by Declarant and located within the Existing Property or property which has been annexed and made subject to the Governing Documents.

9.5 Regular Assessments:

- A. The Board may prorate the assessment for any Lot Owner in the year of purchase of such Lot on the basis of the actual months of ownership of such Lot by the Lot Owner during such year.
- B. Assessments shall be set by the Board, as necessary to meet the Association's financial needs and pursuant to the terms and restrictions of this Article, which Assessments must be approved by the Declarant until the Transfer of Control Date.

9.6 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. Each owner other than the Declarant 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.

9.7 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. 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.

9.8 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 Governing Documents.

9.9 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.

9.10 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 of the year.

9.11 Notice of Default and Acceleration of Assessments: If any assessment or fine is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. 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 and/or fine 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 and/or fine, 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.

9.12 Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment and fine provided for in this Declaration and fines imposed for violation of the Governing Documents; and agrees to the enforcement of all such assessments and fines in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment and/or fine, 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 and fines 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 and fines, for such delinquent assessments and fines 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 and fines 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 and fines 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 and/or Fine on behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 9.12 above. The amount of the assessment and/or fine, 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 and/or Fine. 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 and/or fine 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 conducting 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 and/or fine 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 and fines provided for in this Declaration by non-use or abandonment of his Lot.

ARTICLE 10 - GENERAL PROVISIONS

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.

10.2 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.

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

10.4 Amendment of Declaration After First Lot Sale: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant 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 membership of the Association; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarant 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 Membership and the approval of the Board of Commissioners of Valley County, in the same manner as would be required for an approval of a material change to the Conditional Use Permit/Preliminary Plat for the Subdivision.

10.5 Required Consent of Declarant to the Amendment: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor as identified in Section 8.5 above, which consent may be withheld by Declarant for any reason whatsoever. Pursuant to Section 8.3, 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 Declarant) shall require the prior written consent of Declarant, or Declarant's aforesaid successor.

10.6 Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments or fines 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, fines or other charges against such Lot which accrued prior to the time such first mortgage acquires title.

10.7 Remedies Cumulative: Each remedy provided under the Governing Documents is cumulative and not exclusive.

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

10.9 Limitation of Liability: The Association, Board of Directors, the DRC, Declarant 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.

10.10 Governing Law: The Governing Documents shall be construed and governed under the laws of the State of Idaho.

10.11 Severability: Invalidity 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.

10.12 Number and Gender: Unless the context requires a contrary construction, as used in the Governing Documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

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

10.14 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.

10.15 Conflicts in Documents: In case of any conflict between this Declaration and any other Governing Document, this Declaration shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year specified by its signature below.

GOLD FORK LLC,
A Texas limited liability company
doing business as GOLD FORK RANCH LLC

By: _____
ALLAN P. BLOXSOM, III, Manager

Date: _____

STATE OF _____,)
(ss.
County of _____.

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared ALLAN P. BLOXSOM, III, known or identified to me to be the Manager of GOLD FORK LLC, the Texas limited liability company doing business as GOLD FORK RANCH LLC that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR _____ (State)
My Commission Expires: _____

**ARTICLES OF INCORPORATION
OF
GOLD FORK RIVER ESTATES PROPERTY OWNERS' ASSOCIATION, INC.
A NONPROFIT CORPORATION**

The undersigned, acting as the incorporator of a corporation under, and pursuant to the Idaho Nonprofit Corporation Act, Chapter 30, Title 30, Idaho Code (Act) adopt the following Articles of Incorporation for the Corporation.

ARTICLE 1. NAME

The name of the Corporation shall be GOLD FORK RIVER ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE 2. NON-PROFIT STATUS

This Corporation shall be a nonprofit corporation.

ARTICLE 3. DURATION

The period of this Corporation shall be perpetual.

ARTICLE 4. PURPOSES

The purposes for which this Corporation is organized are as follows:

(a) To perform the functions and provide service as set forth in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Gold Fork River Estates Subdivision, located in Valley County, Idaho, hereinafter referred to as the "Declaration."

(b) To be operated exclusively for the above-stated purposes and for other non-profit purposes within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended from time to time, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under such Section 528.

(c) To exercise all powers granted by law necessary and proper to carry out the above stated purposes and to further common interests of the membership, including but not limited to the power to accept donations of money, property, whether real or personal, or any other thing of value. Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business for profit, to exercise any power, or to do any act that a corporation formed under the Act, or any amendment thereto or substitute therefor, may not at that time lawfully carry on or do.

ARTICLE 5. NON-STOCK CORPORATION

This Corporation shall be non-stock, and no dividends or pecuniary profits shall be declared or paid to its members.

ARTICLE 6. MEMBERS

The Corporation shall have one (1) class of Members who shall be voting Members.

ARTICLE 7. ASSESSMENTS

Assessments shall be levied against the members in accordance with the Declaration. The amount and method of collection of said assessments shall be as provided in the Declaration. Assessments may be made enforceable by civil action upon notice given in writing twenty (20) days before commencement of such action. Assessments may be secured by a lien upon real property to which membership rights are appurtenant, and action may be brought to foreclose any such lien.

ARTICLE 8. LIMITATIONS

No part of the net earnings or the assets of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 4 hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE 9. DISTRIBUTION ON DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation, to such organization or organizations as shall at the time qualify as exempt organizations under Section 528 of the Internal Revenue Code of 1986, as amended from time to time, in such manner as the Board of Directors shall determine. Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

ARTICLE 10. REGISTERED AGENT AND OFFICE

The street address of the initial registered office of the Corporation shall be, 706 North 1st Street, McCall, ID 83638. The name of the Corporation's initial registered agent at such address is Amy Pemberton.

ARTICLE 11. MAILING ADDRESS FOR FUTURE CORRESPONDENCE

The mailing address for future correspondence of the Corporation shall be 161 Ranch Drive, Boerne, TX 78015.

ARTICLE 12. DIRECTORS

The affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than five (5) individuals, who shall,

v12/13/2022

ARTICLES OF INCORPORATION OF GOLD FORK RIVER ESTATES PROPERTY OWNERS'
ASSOCIATION, INC. – 2

after transfer of control of the Association, all be members of the Corporation. Other than the Directors constituting the initial Board of Directors, who are designated in these Articles, the Directors shall be elected by the members in the manner and for the term provided in the Bylaws of the Corporation.

The name and mailing address of the persons constituting the initial Board of Directors is as follows:

<u>NAME</u>	<u>ADDRESS</u>
ALLAN P. BLOXSOM, III	161 Ranch Drive, Boerne, TX 78015
MALIZA B. BLOXSOM	161 Ranch Drive, Boerne, TX 78015
ALLAN P. BLOXSOM, IV	161 Ranch Drive, Boerne, TX 78015

ARTICLE 13. INCORPORATOR

The name and address of the incorporator of this Corporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
ALLAN P. BLOXSOM, III	161 Ranch Drive, Boerne, TX 78015

ARTICLE 14. BYLAWS

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws.

DATED this _____ day of _____, 20____.

ALLAN P. BLOXSOM, III, Incorporator

STATE OF _____,)
(ss.
County of _____.)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared ALLAN P. BLOXSOM, III, 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 affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR _____ (State)
My Commission Expires: _____

**BYLAWS
OF
GOLD FORK RIVER ESTATES PROPERTY OWNERS' ASSOCIATION, INC.
AN IDAHO NONPROFIT CORPORATION**

ARTICLE 1. OFFICES

1.1: Registered Agent and Registered Office: The registered agent and registered office for the Gold Fork River Estates Property Owners' Association, an Idaho nonprofit corporation (the "Corporation"), shall be as reported with the Idaho Secretary of State, and may be changed from time to time by appropriate Resolution of the Board of Directors.

ARTICLE 2. MEMBERSHIP AND VOTING RIGHTS

2.1: Organization: The Corporation is organized as an Idaho corporation under the Idaho Nonprofit Corporation Law. The Corporation is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, and the Declaration of Covenants, Conditions, Restrictions and Easements for Gold Fork River Estates Subdivision (hereinafter "Declaration"), recorded at the office of the Valley County, Idaho Recorder. Neither the Articles nor these Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with the Declaration. In the event that there should exist any ambiguity in any provision of the Articles or these Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted to be consistent with the provisions of the Declaration.

2.2: Membership: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot located within the Property shall be a Member of the Corporation. The terms "Property" and "Lot" as used in these Bylaws shall have the same meaning as defined in the Declaration at Article 2. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership, and shall be determined by the records of the Office of Assessor and Recorder for Valley County, Idaho. Transfer of a Lot shall automatically transfer membership in the Corporation.

2.3: Members in Community Association: 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. Declarant shall hold one membership in the Association for each Lot owned by Declarant. 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 the Owner's rights as an Owner and as a Member of the Association to a contract purchaser, tenant or 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.

2.4: Suspension of Voting Rights: No member shall be entitled to vote or be counted for purposes of a quorum unless they are then current in the payment of assessments and fines, whether Regular or Special, which have been levied by the Association.

2.5: Control by Declarant: Until transfer of control of the Association by Declarant to the Members, the Declarant shall have the right to appoint a majority of the Board of Directors. The Declarant shall have all the powers, authority, rights and duties to completely manage, in accordance with these Bylaws, the Association through a Board of Directors of its choosing until the transfer date, including the authority to impose assessments on the owners. "Declarant" as used in these Bylaws refers to the Declarant named in the Declaration, its successors and assigns. 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. "Transfer of the Control" as used in these Bylaws shall mean the Transfer of Control Date defined at Section 4.6 of the Declaration.

ARTICLE 3. MEETINGS

3.1: Annual Meetings: An annual meeting of the Members shall be held during the month of July in each year, beginning in the year in which management of the Corporation is turned over to the membership, or such other date as the Board of Directors may determine. The exact date, time and place of the meeting shall be established by the Board of Directors. The annual meeting shall be for the purpose of electing directors, and for the transaction of such other business as may come before the meeting.

3.2: Special Meetings: Special meetings of the Members may be called by the Board of Directors or on the request of not fewer than two the Members of the Corporation.

3.3: Place of Meetings: The Board of Directors may designate any place, either within or without the State of Idaho, as the place of meeting for any annual meeting or for any special meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Idaho.

3.4: Notice of Meeting: Written notice stating the place, day and hour of any meeting of Members, together with a general description of the nature of the business to be transacted, shall be delivered either personally, by e-mail or by mail to each member, not less than fifteen (15) days before the date of the meeting; provided that notice shall not be given by e-mail to any Member who has specified that they do not want to receive notices by e-mail. If mailed, notice shall be sent to each member at the address shown on the records of the Secretary of the Corporation; or, if no such record exists, to the address shown on the records of the Valley County Assessor.

3.5: Waiver of Notice: Whenever any notice is required to be given to any member under the provisions of the Idaho Nonprofit Corporation Act as set forth in Title 30, Chapter 30, Idaho Code (the "Act") or under the provisions of the Articles of Incorporation of the Corporation (the "Articles") or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

3.6: Officers of the Members' Meeting: The presiding officer at members' meetings shall be the President of the Corporation or, in the absence of the President, the Vice President or, in the absence of both the President and Vice President, a chairman elected by the Members

present at the meeting. The Secretary of the Corporation or, in the absence of the Secretary, any person appointed by the presiding officer of the meeting, shall act as Secretary of a members' meeting.

3.7: Quorum and Voting Requirements: The presence of at least two (2) of the Members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members. The Members present at a duly organized and conveyed meeting where a quorum has been present can continue to business as a quorum until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by the Act, the Articles, or the Bylaws.

3.8: Proxies: A member may vote either in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution. Every proxy shall be revocable at the pleasure of the member who executed it.

3.9: Action by Members Without a Meeting: Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if all of the members entitled to vote with respect to the subject matter thereof are given notice of the subject matter pursuant to Section 3.4; and, at least a quorum vote in writing on the matter. Approval of a subject matter by such method shall have the same force and effect as approval pursuant to a vote taken at a meeting of such members.

ARTICLE 4. DIRECTORS

4.1: General Powers and Standard of Care: All corporate powers shall be exercised by or under authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except as may be otherwise provided in the Act, in the Articles, or herein.

4.2: Number, Tenure and Qualifications: There shall be not less than three (3) nor more than five (5) directors, the exact number to be determined by the Declarant until the transfer of control date, and by the existing Board of Directors thereafter.

Until the transfer of control date, the Declarant shall appoint a majority of the members of the Board of Directors.

The remaining Director(s) shall be elected for staggered terms. Each such director shall hold office until the end of the term or until a successor shall be elected and qualified. Such remaining Directors shall be elected when necessary at the annual meeting of the membership by a majority vote of the voting Members present. After the transfer of control date, Directors shall be Members of the Corporation.

4.3: Vacancies: Any vacancy occurring on the Board of Directors and any directorship to be filled by reason of any increase in the number of directors shall be filled by the Declarant prior to the Transfer of Control Date, and by the Board of Directors after the Transfer of Control Date. Directors elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office.

4.4: Removal of Directors: Any director appointed by the Declarant may be removed from office either with or without cause at any time by the Declarant prior to the Transfer of

Control Date. Any other director may be removed with cause by a vote of the Members representing fifty-one percent (51%) of the total membership at any special meeting called for that purpose.

4.5: Regular Meetings: A regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately following the annual meeting of members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board.

4.6: Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may designate any place as the place for holding any special meeting of the Board called by them.

4.7: Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto by written notice delivered personally or sent by mail, by e-mail if agreed to by the directors in advance, or such other acceptable method of notice as may be agreed by the directors. The attendance of a director at any meeting shall indicate that such director received notice of such meeting. The purpose of any special meeting of the Board shall be specified in the notice or waiver of notice of such meeting.

4.8: Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if fewer than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice. Once a quorum is established, it shall remain for the duration of the meeting.

4.9: Manner of Acting: The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise provided by law or by these Bylaws.

4.10: Informal Action: Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action as taken shall be signed by a majority of the directors.

4.11: Compensation: The officers and directors shall serve without compensation, but reasonable expenses incurred may be reimbursed when expended for and in the interest of the Corporation and approved by the Board of Directors in advance.

4.12: Director Conflicts of Interest: No contract or other transaction between the Corporation and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its directors are Directors or officers or are financially interest, shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because such Director's or Directors' votes are counted for such purposes, if:

- (a) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the vote or consent of such interested Directors; or,

(b) The fact of such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent, in which vote or consent such interested Directors may participate to the extent that they are also members; or

(c) The contract or transaction is fair and reasonable to the Corporation and the fact of such relationship or interest is fully and fairly disclosed or known to the Corporation.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorized, approves, or ratifies such contract or transaction.

ARTICLE 5. OFFICERS

5.1: Number and Title: The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. Any two or more offices may be held by the same person, except the office of President and the office of Secretary must be held by two different persons when there is more than one Director.

5.2: Election and Term of Office: The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as possible. Each officer shall hold office until their successor shall be duly elected and qualified.

5.3: Vacancies: Vacancies may be filled or a new office created and filled at any meeting of the Board.

5.4: Removal: Any officer elected or appointed by the Board of Directors may be removed by an affirmative vote of two-thirds (2/3) of the total Board whenever, in its judgment, the best interest of the corporation would be served thereby.

5.5: President: The President shall preside at all meetings of the Board of Directors and the general membership. He may sign with the Secretary, or any other proper officer of the corporation authorized by the Board of Directors, any deed, mortgage, bond, contract, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to some other officer or agent of the Corporation. In general, s/he shall perform all duties incident to the office of President and such other duties which shall be prescribed by the Board of Directors from time to time.

5.6: Vice President: In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there shall be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform other duties as from time to time may be assigned by the President or the Board of Directors.

5.7: Secretary: The Secretary shall keep the permanent minutes of the meetings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; be custodian of

the corporate records and corporate seal; keep a register of the name and post office address of each corporate member, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board of Directors.

5.8: Treasurer: The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; the Treasurer shall assure that the bookkeeper receive and give receipts for money due and payable to the Corporation from any source whatsoever and deposit all monies in the name of the Corporation in such bank or other financial institution as shall be selected by the Board of Directors, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors. The Treasurer and executive director shall, with the appropriate standing committee, prepare an annual operating budget showing income and expenses to be presented to the Board for approval at the annual regular meeting of the Board of Directors.

ARTICLE 6. COMMITTEES

6.1: Standing Committees: The Board of Directors may establish such additional committees as are necessary and appropriate to carry out the business of the Corporation. Each committee shall have the duties and responsibilities delegated to it by the Board of Directors.

6.2: Duties: The duties, responsibilities, authority and composition of all standing committees and ad hoc committees shall be stated in writing and adopted by resolution of the Board of Directors.

6.3: Term of Office: All committee Members shall serve until the first meeting following their appointment or until their successors have been appointed.

ARTICLE 7. DUTIES AND POWERS OF THE CORPORATION

7.1: General Powers of the Corporation: The specific and primary purposes and powers of the Corporation and its Board of Directors are to enforce the provisions of the Declaration and the Corporation's Articles and these Bylaws, and any other instruments relating to the management and control of the Corporation. The Corporation may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes of meeting its duties set forth in the Declaration. The Corporation, through its Board of Directors, shall have the authority to delegate its powers to committees, offices of the Corporation or its employees.

7.2: Corporation Rules: The Board of Directors shall have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable. The rules of the Corporation shall govern such matters in furtherance of the purposes of the Corporation. The rules of the Corporation may not discriminate among Owners and shall not be inconsistent with the Declaration, the Articles or Bylaws. A copy of the rules of the Corporation as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the rules of the Corporation shall be delivered to each Owner in the same manner established in the Declaration for the delivery of notices. Upon completion of the notice requirements, said rules of the Corporation shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the Owners and their successors in interest whether or

not actually received. The rules of the Corporation, as adopted, amended or repealed, shall be available at the principal office of the Corporation to each owner. In the event of any conflict between any such rules of the Corporation and any other provision of the Declaration, or the Articles or these Bylaws, the provisions of the rules of the Corporation shall be deemed to be superseded by the provisions of the Declaration, the Articles or these Bylaws to the extent of any such conflict.

ARTICLE 8. MISCELLANEOUS

8.1: Indemnification: The Corporation shall indemnify any director, officer or former director or officer of the Corporation against expenses actually and reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, in which he is made a party by reason of being or having been a director or officer, except in relation to matters as to which he is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Corporation.

8.2: Depositories: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, savings and loan associations, trust companies, or other depositories as the Board of Directors may elect.

8.3: Contracts: The Board of Directors may authorize any officer(s) or agent(s) of the Corporation, in addition to the officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

8.4: Checks, Drafts, Etc.: All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such persons and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or an assistant Treasurer.

8.5: Fiscal Year: The fiscal year of the Corporation shall end on the last day of December of each year.

8.6: Investment: Any funds of the Corporation which are not needed currently for the activities of the Corporation may, at the direction of the Board of Directors, be invested in such investments as are permitted by law.

8.7: Non-liability of Directors, Officers, Committee Members: To the fullest extent permitted by law, neither the Board, any committees of the Corporation or any member of such Board or committee shall be liable to any Member of the Corporation for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, omission, error, negligence or the like, made in good faith, and while such Board, committees or persons reasonably believed to be acting within the scope of their duties.

8.8: Books and Records: The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep a record giving the name and address of the Members entitled to vote. All books and records of the Corporation may be inspected by any member or his agent or attorney or the general public for any proper purpose at any reasonable time.

8.9: Dissolution:

(a) A resolution to dissolve the Corporation shall be submitted to a vote of the members, approval of which shall require unanimous consent of the members, plus approval of the Declarant until the Transfer of Control Date.

(b) In the event of dissolution of the Corporation, the Board of Directors shall, after payment of all liabilities of the Corporation, dispose of the assets of the Corporation, exclusively for the purposes of the Corporation in such manner or to such organizations organized and operating exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 528 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) and which is organized for purposes substantially similar to that of the Corporation.

8.10: Nondiscrimination: This Corporation is an equal opportunity employer and shall make available its services without regard to race, creed, age, sex, color, ancestry, or national origin.

8.11: Political Activity: The Corporation shall not, in any way, use corporate funds in the furtherance of, nor engage in, any political activity for or against any candidate for public office. However, this Bylaw shall not be construed to limit the right of any official or member of this Corporation to appear before any legislative committee, to testify as to matters involving the Corporation.

8.12: Gifts: The Board of Directors may accept, on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

8.13: Parliamentary Procedure: All meetings of the Board of Directors and membership shall be governed by *Roberts' Rules of Order* (Current Edition), unless contrary procedure is established by the Articles of Incorporation or these Bylaws, or by resolution of the Board of Directors.

ARTICLE 9. AMENDMENTS

These Bylaws may be altered, amended, or repealed and a new set of Bylaws adopted by a majority vote of the Board of Directors, except that any amendment of these Bylaws which would alter, amend or modify the provisions of Sections 2.2 or 2.3 herein shall require the written consent of Declarant until the Transfer of Control Date, and the approval of two-thirds (2/3) of the Members of the Association who are present or represented by proxy at a properly scheduled meeting of the Members at which a quorum is present. At least ten (10) days' prior written notice setting forth a proposed action and time and place of meeting shall be given to all Directors.

CERTIFICATION

This is to certify that the foregoing Bylaws have been duly adopted by the Board of Directors at a meeting held on _____, 20____.

GOLD FORK RIVER ESTATES
PROPERTY OWNERS' ASSOCIATION,
INC.

By: _____
ALLAN P. BLOXSOM, III, President

STATE OF _____,)
(ss.
County of _____.

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared ALLAN P. BLOXSOM, III, known authorized agent for GOLD FORK RIVER ESTATES PROPERTY OWNERS' ASSOCIATION, INC., known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation.

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 _____ (State)
My Commission Expires: _____

SENT VIA EMAIL

July 1, 2022

Ms. Cynda Herrick, AICP, CFM
Valley County Planning and Zoning Administrator
P.O. Box 1350
Cascade, ID 83611

Re: Gold Fork River Estates Subdivision – Revised Final Roadway, Grading, and Stormwater Improvements Plans and Stormwater Drainage Report

Dear Cynda:

We have reviewed the above referenced revised documents against the current Valley County (VC) Private and Public Road standards. Per our review, the applicant has addressed our comments and the plans and drainage report meet the standards and requirements; therefore, we are recommending approval of the documents.

Please contact me with any questions or comments.

Sincerely,

PARAMETRIX
Valley County Engineer



Paul Ashton, PE

cc: Project File

Jeff McFadden / Valley County Road Department

Anthony Dini, E.I.T., Crestline Engineers

inspired people. inspired solutions. making a difference.

From: Cynda Herrick <[REDACTED]>
Sent: Wednesday, June 15, 2022 9:25 AM
To: Kyle Hickman <[REDACTED]>
Cc: Allan Bloxsom III <[REDACTED]>; Rob Pair <[REDACTED]>; Gregg Tankersley <[REDACTED]>
Subject: Re: Gold Fork River Estates Flood Plain

Hello Kyle,

Thanks for reaching out.

The P&Z Commission agreed to remove the condition of approval #17, as requested. It will be documented in the minutes when the minutes are approved.

Thanks, Cynda

Cynda Herrick, AICP, CFM
Valley County
Planning and Zoning Director
Floodplain Coordinator
PO Box 1350
Cascade, ID 83611
(208)382-7116

"Live simply, love generously, care deeply, speak kindly, and leave the rest...."

Service **T**ransparent **A**ccountable **R**esponsive



May 18, 2022

Valley County Planning and Zoning
C/O Cynda Herrick
PO Box 1350
Cascade, ID 83611

Subject: Request to Remove Condition of Approval #17 Requiring Developer to Obtain a LOMR Prior to Recordation of Plat for CUP # 21-20 - Gold Fork River Estates Subdivision.

Dear Cynda,

Regarding the Conditional Use Permit # 21-20 issued for Gold Fork River Estates Subdivision on August 24, 2021, our client and the property owner, Gold Fork LLC, would like to formally request that Valley County Planning and Zoning reconsider Condition of Approval # 17 listed as "Shall file a CLOMR before any work being done on-site. Shall obtain a LOMR prior to recordation of the plat," with the purpose of removing the condition from the requirements to record the final plat.

It is our understanding that the condition was required initially to establish and formally publish base flood elevations (BFEs) for the development. In a recent study conducted by Water, Civil, and Environmental Inc. on behalf of Gold Fork LLC, the base flood elevations were established as required, and submitted to you in a formal report dated April 11, 2022. It is also our understanding currently that the formal publication process of these BFEs through the process of filing a LOMR is no longer required.

With this request to remove the above stated Condition of Approval # 17 it is also understood that all other conditions of approval for the development of the property will be met by Gold Fork LLC as required under the permit. We appreciate your consideration of the above request and look forward to hearing from you regarding the matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Hickman', is written over a light blue horizontal line.

Kyle Hickman
Construction Manager and Senior Environmental Specialist
Crestline Engineers, Inc.
323 Deinhard Ln.
Suite C
McCall, ID 83638
[REDACTED]