



February 7, 2023

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



Subject: The Preserve at McCall Ranch (Formerly known as Curved Horn Ranch) Subdivision
– Final Plat Submittal Letter

Dear Cynda,

The purpose of this letter is to request The Preserve at McCall Ranch (Formerly known as Curved Horn Ranch) Subdivision Final Plat be placed on the March 9, 2023 Valley County Planning and Zoning Meeting Agenda. The Preserve at McCall Ranch Subdivision Final Plat substantially complies with the Preliminary Plat from recorded C.U.P. 22-04. Financial Guarantees are in place for the remaining construction of the road and fire protection water tank. Electrical and communication utilities have been paid in full and construction of said utility infrastructure began in Fall 2022 and is expected to be completed in Spring/Summer of 2023. A formal Wildland Urban Interface Fire Protection Plan was not warranted however, from C.U.P. 22-04, the private road will be constructed, water storage tank will be installed, and disturbed areas will be revegetated following the Wildfire Mitigation Plan. Below you will find the list of Conditions of Approval from C.U.P. 22-04 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 March 22, 2024.

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 June 14, 2022. Approval letter is attached.

6. *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, is included with this letter, and will be recorded in conjunction with the Final Plat.

7. *Must bury conduit for fiber optics in the roadway.*

Response: Idaho Power began construction of their utilities in Fall 2022 and is anticipated to be completed in the Spring/Summer 2023. This is a "joint trench" project which will include a spare conduit for future fiber optics. Idaho Power has been paid in full and is referenced in the Declaration of Installation of Utilities.

8. *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: A Declaration of Installation of Utilities has been noted on the face of the Final Plat, is included with this letter, and will be recorded in conjunction with the Final Plat.

9. *A letter of approval is required from McCall Fire District prior to recording the Final Plat.*

Response: An email of approval from McCall Fire District has been submitted to Staff dated January 23, 2023 and is included with this letter.

10. *Must have approval letter from Lake Fork Irrigation District.*

Response: A letter of approval from Lake Irrigation District is attached to this letter.

11. *A Note on plat: "If requested by neighbors, must transport irrigation water through site into perpetuity, per Idaho Code.*

Response: Refer to note 13 on Final Plat.

12. *Must show ditch easement(s) on the plat or alternative lines.*

Response: Refer to note 6 on Final Plat.

13. All Wetlands must be shown on final plat.

Response: Delineated wetland boundaries are shown on the Final Plat, Refer to note 6 on the Final Plat.

14. All lighting shall comply with the Valley County Lighting Ordinance.

Response: Please refer to article 3.13 in the CCR's and Note 11 on the Final Plat.

15. A note shall be placed on the plat that states, "Lots shall not be split without a subdivision plat."

Response: Please refer to Note 7 on the Final Plat and article 3.22 in the CCR's.

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

Response: Please refer to articles 3.13, 3.14, 3.15, 3.16, 3.17, and in the CCR's.

17. CCRs shall recommend additional soundproofing in new construction; and require written notice to property owners about the airport's existing flight paths, and possibility of noise impact.

Response: Please refer to article 3.2.9 in the CCR's.

18. Shall place addressing numbers at the residence and at the driveway entrance if the house numbers are not visible from the road.

Response: Please refer to article 3.2.6 in the CCR's.

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

Response: Please see the attached Road Development Agreement.

20. Only Lots 1 and 2 should access from Johnson Lane. No lots should access directly from Norwood Road. This should be on the face of the plat.

Response: Please refer to note 4 on the Final Plat.

21. 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: Please refer to note 10 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: Chris and Patrick Finnerty, River Investments, Owner/Applicant
Ralph Miller, Secesh Engineering, Inc., Surveyor

Enclosures:

1. 3 – Full size copies of Final Plat (2 Sheets)
2. 10 copies 11"x17" of Final Plat (2 Sheets)
3. Lot and Subdivision Closure Sheets
4. Road Development Agreement
5. Declaration of Private Road – Draft
6. CCR's – Draft
7. Declaration of Installation of Utilities – Draft
8. Escrow Agreement - Draft
9. Approval Letter for Site Grading/Storm Water Management from Valley County Engineer
10. McCall Fire and EMS Approval Email
11. Lake Irrigation District Approval Letter

Valley County Planning and Zoning

PO Box 1350 • 219 North Main Street
Cascade, ID 83611-1350



Phone: 208-382-7115
Email: cherick@co.valley.id.us

THE PRESERVE AT McCALL RANCH

ROAD DEVELOPMENT AGREEMENT

THIS AGREEMENT is voluntarily made this ____ day of _____, 2023, by and between River Investments LLC, 5965 E Foxgrove Dr., Boise, ID 83716, the Developer of that certain Project in Valley County, Idaho, known as The Preserve at McCall Ranch Subdivision and Valley County, a political subdivision of the State of Idaho, (hereafter referred to as "Valley County").

RECITALS

Developer has submitted a subdivision application to Valley County for approval of an 8-lot single family residential development known as The Preserve at McCall Ranch Subdivision (f/k/a Curved Horn Ranch Subdivision).

Through the development review of this application, Valley County identified certain unmitigated impacts on public services and infrastructure reasonably attributable to the Project.

Developer has voluntarily agreed to participate in the cost of mitigating these impacts by contributing its proportionate fair share of the cost of the needed improvements identified in this Agreement by participating in a cash contribution. Valley County and the Developer desire to memorialize the terms of their agreement regarding the Developer's participation in the aforesaid improvements.

FINDINGS

1. Conditional Use Permit No. 22-04 recorded in the name of Curved Horn Ranch Subdivision was recorded as Instrument # 449138 on April 4, 2022 (prior to the change in name to The Preserve at McCall Ranch Subdivision).
2. Condition of Approval #19 states, "Prior to construction of any on-site improvements, the applicant shall meet with the Valley County Road Director and/or Board of County Commissioners to discuss off-site road improvements. If an agreement cannot be reached the application shall be set for another public hearing with the Valley County Planning and Zoning Commission to determine if the application can be approved without improvements and still meet their mandates concerning public health, safety, and welfare matters. The discussion will be concerning current road conditions and

potential mitigation for impacts caused by the development.”

3. County maintained roads that will see increased traffic by the recordation of the development include Norwood RD and Johnson LN. It is anticipated that transportation services including all season road maintenance, road resurfacing, road rebuilds, etc. that are currently provided by the Valley County Road Department will be impacted by the increased traffic.
4. There is additional 35' from center of road needed for right-of-way adjacent to the proposed subdivision on both Norwood RD and Johnson LN. The total acreage dedicated for public right-of-way to Valley County will be 1.58 acres as shown on the preliminary plat. Right-of-way acquisition costs were listed as \$20,000 per acre.
5. The Cruzen Area 2007 Roadway Capital Improvement Program Cost Estimate was adopted by the Valley County Board of County Commissioners on February 12, 2007. The estimate included the study boundary, roadway engineering/construction costs, intersection improvement costs, right-of-way costs, and concluded with a cost per lot of \$5,088 based upon typical single family residential development of 8 trips/lot per day. (attached)
6. An opportunity is available to assist in pavement of Johnson LN in cooperation with neighboring properties.

STAFF RECOMMENDATIONS

Valley County Road Director, Jeff McFadden, and Valley County Planning and Zoning Director, Cynda Herrick, recommend to the Board of County Commissioners and the Developer that the following occurs in order to adequately and fairly mitigate impacts that will be caused to the Valley County road system by development of The Preserve at McCall Ranch Subdivision:

Pay to Valley County Road Department \$9,104.00; 8 Lots (\$5,088 x 8) less 1.58 acres (1.58x\$20,000). This amount can be split between phases so that the fee is attributed to the number of lots in each phase as the phase is recorded. This money will be used within the Cruzen Area at the discretion of the Valley County Road Director.

OTHER CONSIDERATIONS

1. The applicant is proposing private roads within the development. The applicant should be aware that there will be no maintenance or snow plowing of any roads within the subdivision at this time. In the future, the Board of County Commissioners will have the sole discretion to set the level of service for any public road.

2. The new Capital Improvement numbers have been received, as currently being prepared by Parametrix, the Valley County Engineer. It is anticipated there will be a 40% increase in capital improvement costs and right-of-way purchase costs.
3. Recordation: It is intended that Valley County will record this Agreement. The intent of the recordation will be to document the official aspect of the contractual obligation set forth in this Agreement. This Agreement will not in any way establish a lien or other interests in favor of Valley County as to any real property owned by the Developer at the time of recording, or any real property that may be acquired by the Developer on any date after the recording of this Agreement.

The Preserve at McCall Ranch Subdivision

Owner: River Investments LLC

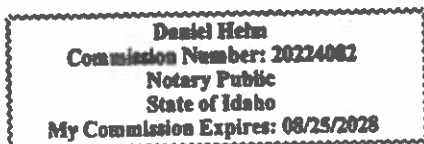
By: 

Christopher J. Finnerty, Manager

On this 30 day of January, 2023, before me, a notary public in and for said State, Christopher J. Finnerty personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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





Notary Public Daniel Helm

Residing at: Boise, Idaho - ADA

Commission Expires: 08-25-2028

Valley County Board of County Commissioners

By: _____

Chairman

On this _____ day of _____, 20____, before me, a notary public in and for said State, _____ personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public

Residing at:

Commission Expires:

**OWNERS DECLARATION OF A PRIVATE ROAD FOR THE PRESERVE
AT MCCALL RANCH SUBDIVISION
VALLEY COUNTY, IDAHO**

This DECLARATION is made this 6 day of February 2023, by River Investments LLC, a Florida Limited Liability Company (“Declarant”) the owner of certain real properties located in Valley County, Idaho which are platted as The Preserve at McCall Ranch Subdivision.

WHEREAS, River Investments LLC did on the ____ day of _____, 2023, file of record with the Office of Recorder of Valley County, Idaho as Instrument Number _____, in Plat Book ____ __, on page _____, the Final Plat for The Preserve at McCall Ranch Subdivision (hereinafter “the Final Plat”).

WHEREAS, River Investments LLC is the sole owner of the real property contained in the 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 Preserve at McCall Ranch Subdivision Roads, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

NOW, THEREFORE, River Investments LLC, hereby states and declares as follows:

1. Cattail Creek Lane, a private road within public right-of-way, is hereby reserved for the use of the property owners within the subdivision in accordance with Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Preserve at McCall Ranch Subdivision.
2. Each property owner that abuts Cattail Creek Lane has a perpetual right of ingress and egress over the private road that shall run with the land.
3. The owners with access to their lot via Cattail Creek Lane are responsible for the maintenance of the private road in accordance with Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Preserve at McCall Ranch Subdivision.
4. Valley County is not responsible for the roads. Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair, or replacement of the private road on the Final Plat.

Road Declaration – The Preserve at McCall Ranch f/k/a Curved Horn Ranch Subdivision

IN WITNESS WHEREOF, the undersigned Declarant and owner of the real property which is the subject of the Final Plat, have executed the Declaration the day and year first noted above.

River Investments LLC

BY: 

Christopher J Finnerty

Owner/ Manager River Investments LLC

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Ada

On 6 Feb 2023, before me, Grace Louise-White Galvan, personally appeared **Christopher J Finnerty**, on behalf of River Investments LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached and acknowledged to me that he or she executed the same in an authorized capacity, and executed the instrument by signing his or her signature.

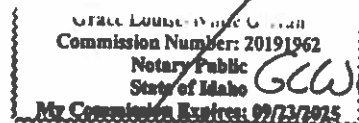
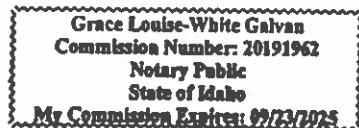
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: Grace Louise White Galvan My Commission Expires: 09/23/2025

Sign:  [Affix seal]

NOTARY PUBLIC



DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
THE PRESERVE AT MCCALL RANCH SUBDIVISION

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

**WELCOME TO
THE PRESERVE AT MCCALL RANCH**

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

We are pleased that you have decided to become a Member of The Preserve at McCall Ranch Subdivision (the "Preserve" or the "Community"). Our vision is to create an environmentally sensitive development preserving the wetlands, associated wildlife, and iconic views and peacefulness of this unique property. A primary objective is to allow our Members/ Owners (you as a property owner) to develop their property in a manner that aligns with their aims and objectives, which should not be unduly or unnecessarily restricted, while striving to ensure a high valued development aligned with the Member's individual aims and collective aims of the Community.

Enclosed is the Declaration of Covenants, Conditions, Restrictions, and Easements (the "Declaration") that will govern the Preserve and sets forth rules and regulations intended to enable the development, improvement, and maintenance of our beautiful Community, including its wetlands, throughout its duration. Our intention is to allow you as the property owner to have a high degree of latitude in how you develop, improve, and use your individual property provided such development, improvement, and use complies with the Declaration.

The Declaration sets forth the rules and regulations to protect the value of the Community and each owner's property and protect you and your neighbors while you are a member of the Community. More specifically, the Declaration sets forth:

- Key definitions and general requirements that are important to the understanding, interpretation, and enforcement of the provisions of the Declaration and governing documents;
- The rights and obligations of you and the other members of the Preserve, including land uses, related improvements, restrictions and easements;
- The rules by which the Preserve will govern itself through the Preserve Property Owners Association (the "Association") and related governing documents, including the duties, powers and rights of the Association as well as yours and your neighbors;
- Important administrative matters, including the procedures for budgets, determining, levying, and collecting assessments;
- Problems and disputes mechanisms; and
- Other important provisions.

Please read this entire Declaration carefully. We make no representations of any kind (express or implied) directly or indirectly except as set forth in this Declaration. We expressly disclaim any representations, warranties, statements, or information about the Preserve at McCall Ranch Subdivision not set forth herein or in the governing documents.

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE PRESERVE AT MCCALL RANCH SUBDIVISION

THIS DECLARATION is made effective this 26 day of **January 2023**, by River Investments LLC, a Florida limited liability company (the "Grantor").

WHEREAS, Grantor owns that certain real property located at 86 Johnson Lane on RP18N03E299005 in SESE Section 29, T.18N, R.3E, Boise Meridian, Valley County, Idaho, set forth in Conditional Use Permit No. 22-04, which is more particularly described as follows (collectively, "The Preserve"):

- Lots 1-8 of the Preserve, according to the official plat thereof recorded in the real property records of Valley County, Idaho as **Instrument No. _____** (the "Plat") dated _____, 2023.

WHEREAS, Grantor desires to execute and record this Declaration to set forth the restrictions, covenants, conditions, restrictions and easements that apply to the Preserve and ensure a high quality development that is intended to be in compliance with applicable County, State, or Federal laws or regulations.

NOW, THEREFORE, Grantor hereby declares that the Preserve, and each lot or parcel is and will be held, sold, conveyed, used, occupied, and improved in accordance with this Declaration that runs with the land and is binding upon any person or entity having or acquiring any right, title, or interest in any lot or portion of the Preserve; inures to the benefit of every lot, parcel and portion of the Preserve; and inures to the benefit of and is binding upon Grantor and each owner having or holding any right, title, or interest in any lot or parcel or portion of the Preserve, and their successors, heirs, and assigns.

ARTICLE 1 - DEFINITIONS

1.1 Accessory Building: An "Accessory Building" is a structure or building e.g., without limitation a barn, home office, shed, or workshop constructed or installed on a Lot (as defined in 1.18) that is not attached to and is subordinate to the use of the Residence.

1.2 Accessory Dwelling Unit: An "Accessory Dwelling Unit" or "ADU" is a secondary living unit constructed or installed on a Lot. An ADU contains its own kitchen, sleeping area, and bathroom facilities.

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

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

1.4 Architectural Review Committee: The Board will form an Architectural Review Committee "the Committee" which shall have the power and authority to adopt, amend and repeal such rules and regulations as the Committee deems reasonable and appropriate to ensure that all Improvements (as defined in Article 1.16) in the Preserve conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location, height, grade and finish ground elevation, natural conditions, landscaping and other design or aesthetic considerations.

1.5 Assessments: "Assessments" shall mean those payments required of Association Members, including Regular, Special, Limited, and Transfer Assessments of the Association as defined and set forth in Article 8.

1.6 Association: The "Association" shall mean the Preserve Property Owners Association.

1.7 Association Documents: "Association Documents" shall mean the various governing and operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association; and (c) this Declaration, and all related documents, including amendments.

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

1.9 Building Envelope: "Building Envelope" means the area within a Lot (as defined in Article 1.18) where the Residence (as defined in Article 1.26) is intended to be located based on certain Lot design- parameters, including but not limited to engineering and septic installation considerations, and the requirement that such building site shall not be located within easements or setbacks required by this Declaration, the Plat, or applicable law. (Refer to **Attachment 1** depicting Building Envelopes and Septic Locations).

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

1.11 Common Area: "Common Area" means any real property designated as such on any Plat (as defined in Article 1.24), deed, or other recorded instrument specific to the Preserve.

1.12 Community: "Community" as used herein shall refer to all platted Lots within the Preserve subdivision and Common Area, as the same is platted of record with the Valley County Office of Recorder.

1.13 Grantor: "Grantor" shall mean River Investments LLC, a Florida Limited Liability Company.

1.14 Declaration: "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements.

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

1.15 Design Requirements: "Designed Requirements" has the meaning set forth in Article 7.2.

1.16 Improvements: "Improvements" shall include any Structure (as defined in Article 1.29), roads, driveways, gates, ponds, culverts, fire protection water storage facilities, electrical and fiber optic conduits, transformers and related facilities, walkways, parking areas, hedges, plantings, planted trees and shrubs, windbreaks, flag poles or other poles, signs, solar panels and related equipment and structures, and all other structures or landscaping improvements of every type and kind, whether temporary or permanent. Collectively Improvements on a Lot constitute a "Lot Improvement Plan".

1.17 Initial Development Period: Each Owner recognizes that the Preserve will require a high level of knowledge, effort, judgment, diligence and attention during the "Initial Development Period" and each Owner agrees that it is in the best interest of the Preserve for Grantor to have full management authority for the Preserve during the Initial Development Period, including the sole and exclusive right to appoint remove and replace directors of the Board and members of the Committee at any time and from time-to-time in Grantor's sole discretion. The Initial Development Period is the period of time up and until the Transfer of Control Date (as defined in Article 5.7).

1.18 Lot: "Lot" shall mean any one of Lots 1-8 as reflected in the Plat each of which is a parcel of land subject to this Declaration and is identified as a Lot in the Plat and any plat subsequently recorded against the Preserve.

1.19 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.

1.20 Manufactured Home, Mobile Home, and Modular Home: "Manufactured Home" or manufactured house shall mean a structure as defined in subsection (8) of section 39-4105, Idaho Code. "Mobile home" means a structure as defined in subsection (9) of section 39-4105, Idaho Code. "Modular Home" is a prefabricated building that consists of repeated sections called modules. Modularity involves constructing sections away from the building site, then delivering them to the intended site. Installation of the prefabricated sections is completed on site and built upon a permanent foundation and shall not constitute a Manufactured Home or Mobile Home for purposes of this Declaration.

1.21 Ordinance: "Ordinance" shall mean the Valley County Land Use and Community Ordinance (Title IX of the Valley County Code), as the same may be amended from time to time.

1.22 Owner: The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records in the Office of the County Recorder, Valley County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts

DECLARATION FOR THE PRESERVE AT MCCALL RANCH

of sale and excluding those holding an interest merely as security for the performance of an obligation.

1.23 Person: "Person" shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real Preserve under Idaho law.

1.24 Plat: "Plat" shall mean the final plat of the Subdivision, filed of record with the Office of the County Recorder, Valley County, Idaho.

1.25 Record and 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.

1.26 Residence: "Residence" shall mean a single-family residence that is the principal residence of the Owner i.e., primary dwelling unit of the owner, that is constructed or installed on a permanent foundation and does not constitute a Tiny House (as defined in Article 1.31).

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

1.28 Short Term Rentals: "Short Term Rentals" shall mean a rental for a period of less than seven (7) consecutive days.

1.29 Structure: "Structure" shall include any buildings, outbuildings, fences, screening fences, walls, retaining walls, decks, stairs, and similar.

1.30 Subdivision Roads: "Subdivision Roads" shall consist solely of and mean Cattail Creek Lane, a private road within public right-of-way, that provides access to the Community through a gated entry off Norwood Road and is reserved for the use of the Owners that can access their lots from Cattail Creek Lane, as well as lessees, guests, and invitees of the same. Access driveways constructed on any Lot shall not constitute or form part of the Subdivision Roads.

1.31 Tiny House: In accordance with the Ordinance, a dwelling which is four hundred (400) or less square feet in floor area excluding lofts.

ARTICLE 2 - GENERAL

2.1 Common Interest Development: The name of the common interest development created by this Declaration is The Preserve, at McCall Ranch Subdivision (the "Preserve" or "Community" located in Valley County, Idaho.

2.2 Property Affected: Grantor owns certain real property in Valley County, Idaho, which is platted of record with the Valley County Office of Recorder as the Preserve at McCall Ranch

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

Subdivision. The "Preserve" or "Community" as referred to in this Declaration means all property within the external boundaries of the Preserve or Community, as platted.

2.3 Purpose of Declaration: This Declaration is executed and recorded to set forth the covenants, conditions, restrictions, and easements of or within the Preserve and define the duties, powers, and rights of the Association, and to define certain duties, powers, and rights of the Owners.

2.4 Declaration: Grantor hereby declares that any Lot shall be held, sold, conveyed, used, occupied, and improved in accordance with this Declaration and is subject to the following terms, covenants, conditions, restrictions, and easements, all of which are declared and agreed to be in furtherance of a plan to protect, and enhance the desirability and attractiveness, as well as value, of the Preserve and the individual Lots forming and are a part of the Community. The terms, covenants, conditions, restrictions, and easements set forth herein: (i) shall run with the land constituting the Preserve, and shall be binding upon all persons having or acquiring any right, title or interest in the Preserve or any Lot, or portion thereof; (ii) shall inure to the benefit of every Lot, or portion of the Preserve and interest therein; (iii) shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each Owner and such Owner's respective successors in interest; and, (iv) may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

ARTICLE 3 - LAND USE, IMPROVEMENTS AND MAINTENANCE

3.1 Land Use: All of the subject Lots in the Preserve shall be used and occupied solely for single-family residential purposes and not for commercial purposes (except for "In-home business(es)". "In home business(es)," as defined in the Ordinance, shall not be considered commercial use, and shall be allowed.

3.2 Building and Construction Conditions, Limitations, and Requirements: The Lots comprising the Preserve are subject to the following conditions, limitations, and building and construction requirements except as provided to the contrary in this Declaration or approved by the Board.

3.2.1 Permitted Uses: Buildings and land uses, which are allowed as "Permitted Uses" under the Ordinance shall be allowed to be constructed on any Lot, including but not limited to a Residence (with an attached or detached garage), ADU and/or Accessory Buildings provided such complies with this Declaration. No Manufactured Homes or Mobile Homes shall be allowed on any Lot, either temporarily or permanently. Modular homes (as defined in Article 1.20) are allowed if approved by the Board. It is not a violation of this Article for an Owner to lease their Lot and the Improvements thereon in accordance with Article 3.3.

3.2.2 Recreational Vehicles: One (1) Recreational Vehicle "RV" shall be permitted to be parked within the Lot during construction. RV means a motor vehicle or trailer mounted

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on or towed by another vehicle which includes living quarters e.g., motorhomes, camper vans, coaches, caravans, fifth - wheel trailers, popup campers, and truck campers. Prior to submission and approval of the Owner's Lot Improvement Plan (as defined in Article 1.16) by the Committee in accordance with Article 7, the placement or parking of a RV on any Lot shall not be without the Board's prior written approval. Any other mobile units or temporary construction trailers shall not be allowed to be placed upon a Lot without the Board's prior written approval. After completion of construction one (1) RV may be placed on any Lot provided the placement of the RV has been approved by the Committee, the RV has services: power, septic, and water, and the Owner has obtained all necessary permits and is in ongoing compliance with the Ordinance and applicable laws.

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

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

3.2.5 Rebuilding or Restoration Any Residence, ADU, Accessory Building, 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 slightly 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. Rebuilding or Restoration shall be in accordance with the approved Lot Improvement Plan.

3.2.6 Property Addresses: Owners are responsible for placing the addresses for their Lots at the Residence and at the driveway entrance if the numbers are not visible from the Subdivision Roads (Lots 3-8) or Johnson Lane (Lots 1-2).

3.2.7 Driveways: All access driveways shall be paved or have an all-weather wearing surface and shall be constructed to assure proper drainage.

3.2.8 Height: The maximum height of any building shall conform to the provisions of the Ordinance.

3.2.9 Soundproofing: Owner's shall/ will be aware of the location of the McCall Municipal Airport having been provided written notice in accordance with Article 9.10 and further given the proximity of the airport the Association recommends additional soundproofing in

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any new construction. (Refer to Attachment 2 depicting the location of the airport and written notice referenced above for further details).

3.2.10 Exteriors: Exteriors of all Residences, Accessory Buildings, and ADUs, unless otherwise approved by the Board, shall be in conformance with the Design Requirements approved by the Board in accordance with Article 7.2.

3.2.11 Fences: Owners may construct fences around the perimeter of their Lot. However, fences shall be in conformance with the Design Requirements approved by the Board in accordance with Article 7.

3.3 Rentals: No Short-Term Rentals are allowed (as defined in Article 1.28). Any rental or lease shall not be in violation of the Declaration, the Association Documents, or the Ordinance. The Owner shall make renters/ lessees aware of this Declaration and shall incorporate relevant Articles or provisions into any rental terms or lease agreement, and the Owner shall be responsible for any violations by renters, lessees, or other occupants in connection thereof, of any of the provisions of this Declaration. Rental of any structure or building within the Preserve to a third party for conduct of the third party's business or commercial purposes, within or outside the Preserve, is prohibited.

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

3.5 Animals: No animals, of any kind, except for household pets, horses, goats, and chickens shall be raised, bred, or kept on any portion of the Preserve. No roosters shall be allowed. Goats and chickens shall be maintained in an area which is kept clean and orderly and are subject to Board approval.

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

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

3.8 Utilities:

3.8.1 Telephone, Electrical: The Grantor shall provide underground electrical power and fiber optic cable to the Subdivision, which shall be stubbed out to the Lot line. The purchaser and

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Owner of each Lot agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. All new electrical power lines, fiber optic and other utility service lines shall be underground from each individual Lot line to the point of use on each Lot. Overhead lines and utility poles shall not be permitted, except during the construction phase.

3.8.2 Water: Water for each Lot shall be supplied by means of individual wells, installation, and maintenance of which shall be the sole and exclusive responsibility of Lot Owners. Surface irrigation water rights may be conveyed with Lots 2,3, 4 and 8, in such amounts as are specified in the Lot conveyance documents.

3.8.3 Solar Panels: Solar panels shall be allowed for the generation of power for the Residence, ADU and/or Accessory buildings on a Lot. Solar panels and equipment shall be installed on or within the Residence, ADU and/or Accessory Building. Free standing solar structures are not allowed.

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

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

3.10 Refuse and Nuisances: No rubbish or debris of any kind will be placed or permitted to accumulate anywhere upon the Preserve, including the Common Area or vacant Lots, to render the Preserve or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Preserve, or to any other property in the vicinity of the Preserve, in the judgement of the Board. No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles or equipment, trash, rubbish, garbage, construction debris, metals, scrap material, bulk materials, gas canisters, propane gas tanks, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, or other refuse shall be stored, accumulated, or deposited outside or outdoors, or be visible from any neighboring Lot. No odor shall be permitted to arise from the Preserve to render the Preserve or any portion thereof unsanitary, offensive, or detrimental to the Preserve, or to any other property in the vicinity of the Preserve. No major appliances may be kept, stored, or operated on the exterior area of any Improvement or otherwise outdoors.

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In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon sixty (60) days' prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 8. The Owner of the offending property or Lot shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within thirty (30) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

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

3.12 Signage: The only signs permitted on any Lot or improvement shall be one sign of customary size for identification of the occupant and the address of any Lot; Exceptions (a) Signs for sale and administration purposes installed by the Grantor during Community; (b) Standard Real Estate signs advertising a Lot for sale, not to exceed 9 square feet in surface size; (c) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger; (d) Political candidate or proposition signs during a campaign season; and (f) Such signs as may be required by law or otherwise determined to be necessary by the Board.

3.13 Lighting: All lighting must comply with the provisions of the Ordinance and any requirements established by the Federal Aviation Administration, the City of McCall or other jurisdiction having jurisdiction, if any. No flashing lights or search lights shall be located, used, or placed on the Preserve without the Committee's approval.

3.14 Fire Hazard Mitigation: All Lots shall be maintained in accordance with the Wildland-Urban Interface Fire Code, as it now exists or may be subsequently modified. Should the Owner fail to do so then, after thirty (30) days' prior written notice to the Owner, the Board shall have the authority to perform the necessary work and collect all expenses or fees related thereto as a Limited Assessment. Pursuant to Article 6 and the powers granted to the Association in the Association Documents, the Association reserves the right to adopt additional Rules and Regulations regarding fire mitigation measures to be employed on the Lots, including such measures as may be recommended by the McCall Fire Protection District. The Association shall be responsible for maintaining a 10,000-gallon water tank located in the utility easement and assuring that, if used, it is promptly refilled.

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

3.16 Septic Installation and Maintenance: Sewage disposal for each Lot shall be supplied by means of individual septic/drain field systems. Such system shall be designed, constructed, and maintained in accordance with state and local laws and any Residence, ADU, Accessory Building, and/or RV (subject to Article 3.2.2) shall be in ongoing compliance. Permits shall be required from the Central District Health Department for all septic systems and any modifications or change/ expansion of use. Owners are encouraged to review and follow the recommendations contained in the Homeowners Guide to Septic Systems, published by the Idaho Department of Environmental Quality. (Refer to **Attachment 1** depicting Building Envelopes and Septic Locations).

3.17 Wood Burning Devices: No more than one wood burning device shall be allowed per Lot. Therefore one (1) wood burning stove or fireplace located within a Residence is allowed in accordance with the Ordinance. No exterior open pit wood burning campfire shall be permitted within any Lot.

3.18 Exterior Maintenance Obligation: Each Owner will keep all Improvements on such Owner's Lot in good, safe condition and repair. Each Lot shall be kept in a neat, orderly, weed-free condition at all times within the Building Envelope and in accordance with the landscape plan for the Lot submitted and approved by the Committee. The Board may grant an exception during completion of construction or period Improvements that have been approved by the Committee in accordance with Article 7 are being made. In the event that any Owner permits any Improvement on such Owner's Lot to fall into disrepair such that it, in the judgment of the Board, creates an unsafe, unsightly, unattractive, or inoperable condition; or is constructed, reconstructed, refinished, removed, added, altered, or maintained in violation of this Declaration, the Board may exercise its power and authority hereunder to take actions as the Board deems necessary or appropriate to correct such condition or violation.

In such an event, the Board, upon sixty (60) days' prior written notice to the Owner of such property, shall have the right to correct such condition 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 8. The Owner of the offending property or Lot shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within thirty (30) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

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3.19 Water Rights and Easements: Owners shall be entitled to drill one functioning well on their Lot for domestic, potable water use. No surface water rights, for irrigation or otherwise, will be conveyed with or are otherwise appurtenant to any Lot. Water rights for irrigation will be assigned by Grantor to Lots 2, 3, 4, and 8 at the time of the sale of the Lots to an Owner other than the Grantor. Easements providing for the delivery of irrigation water to certain of these Lots are depicted on the Plat.

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

3.20 Lake Irrigation District Water Rights: Limited water rights have been allocated to Lots 2, 3, 4 and 8 exclusively. (Refer to Attachment 3 the Lake Irrigation District Final Letter dated April 6, 2022 indicating the number of shares allocated to the respective Lots).

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

3.22 Further Subdivision and Scope of Land Use: There shall be no further subdivision of Lots. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.

3.23 Exemption of Grantor: Nothing contained herein shall limit the right of Grantor to complete excavation, grading and construction of Improvements to and on any portion of the Preserve owned by Grantor or to construct such additional Improvements as Grantor deems advisable in the course of developing the Preserve, so long as any Lot in the Preserve remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Preserve, such structures and displays as may be reasonably necessary for the conduct of Grantor' business of completing the work and disposing of the same by sale, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Grantor to grant, establish and/or reserve on that Lot additional licenses, reservations, and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary. Grantor need not seek or obtain Board approval of any such Improvements constructed or placed by Grantor on any portion

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of the Preserve owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor' interest in any portion of the Preserve by an express written assignment recorded in the Office of the County Recorder of Valley County, Idaho.

ARTICLE 4 - EASEMENTS

4.1 Easement for Roads and Driveways: Subdivision Roads shall be private roads and are dedicated for the use of the Lot Owners accessed thereby, as well as their families, guests, and invitees or other lawful residents or users of such property. Grantor shall be solely responsible to manage, operate, care for, and maintain and repair the Subdivision Roads, as well as any common landscaping and drainage features which are placed within the Subdivision Roads or road rights-of-way, and other improvements including gates, gate operators, and other related infrastructure for a period of one (1) year following the date of recordation of the Final Plat. At the conclusion of this initial one-year period, Grantor shall have the right, but not the obligation, to transfer ownership of the Subdivision Roads and rights-of way to the Association, who shall thereafter be responsible for the maintenance, repair, and upkeep of such road at that time, or any time thereafter effective upon the transfer of the road to the Association. Only Lots 1 and 2 should be accessed from Johnson Lane. No Lots shall have direct access from Norwood Road.

4.2 Grantor' Rights, Reservations and Easements: Grantor reserves utility easements as depicted on the Plat. If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Grantor 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 (as defined in Article 5.7). Grantor hereby creates and reserves until the Transfer of Control Date , and thereafter, to the Association: perpetual, alienable, divisible and releasable easements and the right from time-to-time to grant such easements to others over, under, and in and across the Subdivision Roads, rights-of-way and easements for use of all or part of such areas for utility lines (e.g., telephone, electricity, cable television, gas), for water and waste water lines, for drainage, for ingress and egress and for other similar or dissimilar facilities and purposes, and for any one or more such purposes. Grantor reserves until the Transfer of Control Date, the right to place excavated material, construction equipment, building materials, and supplies, RVs, and vehicles on any unsold Lot until 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 Preserve.

4.3 Period of Grantor' Rights, Reservations and Easements: In addition to those easements and rights reserved by Grantor in Article 4.2 above, Grantor shall have, retain, and reserve certain rights as hereinafter set forth with respect to the Association and the Association properties. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of the Preserve by Grantor, or either of them, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Preserve is conveyed by

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Grantor, or either of them. The rights, reservations and easements reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Association Documents and may not, without Grantor' written consent, be modified, amended, or rescinded or affected by any amendment of the Association Documents. Grantor' consent to any one such amendment shall not be construed as consent to any other amendment. Grantor' said rights shall survive the Transfer of Control Date (as defined at Article 5.7.)

4.4 Successor Grantor: For purposes of the rights, reservations and easements reserved and created in favor of Grantor herein, Grantor shall have the option of notifying the Association of an assignee or successor who will hold and exercise Grantor' aforesaid rights.

ARTICLE 5 – ASSOCIATION OPERATION

5.1 Organization: The Preserve Association shall be organized by Grantor 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 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 to be consistent with the provisions of this Declaration.

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

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

5.4 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

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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.

5.5 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the 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 shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.6 Control of Association by Grantor: Until the transfer of control, upon the Transfer of Control Date, of the Association by the Grantor to the Members there shall be no meeting of Members of the Association unless a meeting is called by the Grantor. The Grantor shall have all the powers, authority, rights, and duties to completely manage, in accordance with the Bylaws, the Association through a Board of its choosing until the Transfer of Control Date, including the authority to impose Assessments on the Owners. Grantor shall have the option, at its sole discretion, of turning over control and management of the Association to the Members prior to the Transfer of Control Date.

5.7 Grantor's Transfer of Control of the Association: Grantor's right to control the Association and select its Board shall terminate upon the occurrence of the first of the following events: (a) By written notice from the Grantor to the President or Secretary of the Association of the Grantor's intention to terminate its right to control the Association and appoint the majority of the Board; or (b) upon that date which is sixty (60) days after all Lots have been sold to persons other than Grantor. Such date is herein referred to as the "Transfer of Control Date". The Initial Development Period shall end upon the occurrence of the Transfer of Control Date.

ARTICLE 6 - DUTIES AND POWERS OF THE ASSOCIATION

6.1 General Duties and Powers of the Association: The Association has been formed to further the common interest of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association Documents and in accordance with the laws of the State of Idaho.

6.2 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 Association Documents. 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 the laws of the State of Idaho and under the Association Documents, 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:

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6.2.1 Assessments: The power to levy Assessments on any Owner and to enforce payment of such Assessments, all in accordance with the provisions of this Declaration.

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

6.2.3 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.

6.2.4 Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules and regulations "Association Rules", including the Design Requirements (as defined in Article 7.2), as the Association deems reasonable. Provided, however, that any Association Rules shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed, or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

6.2.5 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 such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association Documents.

6.3 Duties of the Association: In addition to duties reasonably necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws and without, in any way, limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

6.3.1 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.

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6.3.2 Duty to Accept Property, Common Area, and Facilities Transferred By Grantor: The Association shall accept title to any property, including without limitation, any Improvements thereon, any easement or other right, any Common Area, and personal property transferred to the Association by the Grantor or by any third party with Grantor'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.

6.3.3 Duty to Manage and Care for Roads: Except as for provided for in Article 4.1, the Association shall be solely responsible to manage, operate, care for, and maintain and repair all Subdivision Roads, as well as any common landscaping and drainage features which are placed within any Subdivision Roads or road rights-of-way, and other improvements including gates, gate operators, and other related infrastructure. The cost thereof shall be assessed to Owners as a Regular Assessment or Special Assessment.

ARTICLE 7 – ARCHITECTURAL REVIEW COMMITTEE

7.1 Creation. The Board will appoint no less than three (3) and no more than four (4) individuals to serve on the Committee. The Board has the exclusive right to appoint, remove and replace Committee members at any time with or without cause, and to fill vacancies on the Committee. If a vacancy on the Committee occurs and the Board has not yet appointed a replacement, the remaining Committee members may appoint an acting member to serve until the Board appoints a replacement. A Committee member need not be an Owner.

7.2 Design Requirements. The Committee has the power and authority to adopt, amend and repeal such rules and regulations as the Committee deems reasonable and appropriate to ensure that all Improvements in the Preserve conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location, height, grade and finish ground elevation, natural conditions, landscaping and other design or aesthetic considerations known as the "Design Requirements". The Design Requirements may include rules and regulations: (a) to protect the special qualities of the Preserve; (b) to encourage creative design; (c) to provide general architectural, design and construction guidelines, including exterior materials; (d) establish the guidelines for building outside the defined Building Envelopes, if any or modifications to the same, (e) that provide landscape guidelines (including a description of existing, natural conditions and vegetation); (e) fencing guidelines; (f) that provide submittal and review procedures; (g) establishing fees and charges for review; and (h) establishing penalties for noncompliance.

The Design Requirements will be written to conform to this Declaration, and in the event of a conflict between the Design Requirements and this Declaration, this Declaration will govern. In the event, that any provision of the Design Requirements is deemed ambiguous on any matter, the Committee's interpretation of such provision will be given deference so long as the interpretation is a permissible construction of such provision.

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7.3 Design Review Required. No Owner will construct, reconstruct, alter, install, or remove any Improvements except with the Committee's approval. The Committee will review, study and either approve or reject the Lot Owner's Lot Improvement Plan and all Improvements on the Preserve. All Improvements shall be compliant with the Declaration and the Design Requirements and be limited to what has been approved. Except as otherwise set forth herein, any action or decision made by a majority of the Committee will be the binding decision of the entire Committee. The Committee is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers, and other consultants to advise and assist the Committee in performing its duties. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Preserve, or with respect to any other matter before it, will be conclusive and binding on all interested parties. The Committee will not direct or control the interior layout or interior design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

7.4 Landscaping. Each Owner will install, maintain, repair, and replace landscaping on such Owner's Lot as required by the Design Requirements. No fences, hedges, or retaining walls will be installed or maintained on any Lot unless approved by the Committee. Each Owner shall take reasonable best efforts to implement wildfire prevention measures and to eradicate noxious weeds within such Owner's Lot.

7.5 Fences. Subject to the approval required by Article 7.3 each Owner shall be responsible for the construction, maintenance, and replacement of all fences desired on such Owner's property, and specific approval from the Committee shall be required prior to constructing any fence, including any gate that opens to the Common Area.

7.6 Expenses. All expenses of the Committee will be paid by the Association. The Committee will have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Committee from time-to-time, and such fees will be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation, including reasonable payment to each member of the Committee for their services as provided herein. Each Owner, by submitting a design review application to the Committee, agrees to pay any additional reasonable fees based on costs incurred by the Committee in retaining consultants for the review and approval of the Owner's application(s).

7.7 Variances. The Committee may authorize variances from any of the Design Requirements when the Committee deems it desirable to address special circumstances, such as topography, natural obstructions, hardship, aesthetic considerations, or other circumstances. The granting of a variance will not waive any element of the Design Requirements for any purpose except as to the particular property and particular provision covered by the variance. Approval of a variance will not affect the Owner's obligation to comply with this Declaration or applicable law.

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7.8 Committee Approvals. The Committee's approval of any development and Lot Improvement plan does not mean the Improvements will be permitted by the Ordinance or other applicable law, approved by the applicable governmental authorities or others. The Committee will not be responsible in any way for any defects or errors in any plans or specifications submitted, revised, or approved, nor for any structural or other defects in any work done according to such plans and specifications.

7.9 Immunity; Indemnification. The Committee's members, agents and employees will be immune from liability and entitled to indemnification as set forth herein.

ARTICLE 8 – ASSESSMENTS

8.1 Covenant to Pay Assessments: By acceptance of a deed to, entering into or accepting any other agreement of document of conveyance of any Lot in the Preserve 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, Limited, and Transfer Assessments and charges made against such Owner pursuant to the provisions of this Declaration.

8.2 Assessment Constitutes a Lien: Such Assessments and charges together with interest at a rate established by the Board (but not to exceed limits under the laws of the State of Idaho), costs, and reasonable attorney 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. Each such Assessment, together with interest at a rate established by the Board, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owner's personal obligation regardless of whether he remains an Owner.

8.3 Regular Assessments: The regular assessments may include, and shall be limited to, the ongoing regular expenses ("Regular Assessments"):

8.3.1 Repairs and Maintenance: Repairs and maintenance of the Subdivision Roads and rights-of way, landscaping or drainage features, and facilities within such roads, rights-of-way or easements within or appurtenant to the Preserve;

8.3.2 Management Expenses: Expenses of the management of the Association and its activities;

8.3.3 Taxes: Taxes and special assessments upon the Associations real and personal property;

8.3.4 Insurance: Premiums for all insurance which the Association is required or permitted to maintain;

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

8.3.5 Services: Common services to Owners as approved by the Board;

8.3.6 Professional Fees: Legal, accounting, and other professional fees for the Association;

8.3.7 Deficits: Any deficit of the Community remaining from any previous assessment year; and,

8.3.8 Contingencies: The creation of reasonable contingency reserves for the future road maintenance or improvement, administration expenses, or legal expenses.

8.4 Grantor's Obligations: Grantor shall be subject to the Association's Assessments on any Lots owned by Grantor.

8.5 Regular Assessment Procedure: The Association's Board 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, or otherwise delivered to all Owners no later than December 1 of the current budget year to take effect on January 1 of the next assessment year and the budget shall take effect on January 1 of the assessment year to which it applies.

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 date(s) declared by the Board. Regular Assessments shall be applicable to all Lots. Each Owner other than the Grantor 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.

8.6 Special Assessments: In the event that the Board shall determine that its Regular Assessments for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the amount necessary to defray such expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments. After the Transfer of Control Date, 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 .

8.7 Limited Assessments: Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a "Limited assessment" against a member as a remedy

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

to reimburse the Association for costs incurred in bringing the member and/or such member's Lot into compliance with the provisions of the Association Documents.

8.8 Transfer Assessments: A setup fee or "Transfer Assessment" applies to each transfer. Upon the transfer of fee simple title to a Lot to an Owner (however effectuated i.e., it could be through a use agreement such as a lease, life estate, etc.), and upon each subsequent transfer of such Lot thereafter, the transferee will pay a transfer assessment to the Association in an amount of \$300, which amount can be revised by the Board from time to time (the "Transfer Assessment"). Each Transfer Assessment will be paid at the escrow closing of such Lot for the benefit of the Association, or if no such escrow closing, directly to the Association. The Transfer Assessments are to be used to pay for Expenses and are not to be used for any purpose prohibited by law. Transfer Assessments are not to be considered prepayment of any other type of Assessments, are in addition to the Owner's continuing obligation to pay all other types of Assessments, and are not refundable.

8.9 Uniform Rate of Assessment: Regular and Special Assessments shall be fixed at an uniform rate per Lot for all Members of the Association.

8.10 Assessment Period and Collection: The Assessment period shall commence on January 1 of each year and terminate December 31 of the same year and be due in total on or before January 31 of the Assessment period.

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

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

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by enforcement by lawsuit and/or enforcement by lien.

ARTICLE 9 – OTHER PROVISIONS

9.1 Binding Effect: The various restrictive measures and provisions of these Covenants, Conditions, Restrictions, and Easements are declared to constitute mutual equitable servitudes for the protection and benefit of each Lot 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 this Declaration and agrees to be bound by this Declaration and the Association Documents.

9.2 Enforcement: This Declaration may be enforced by Grantor, by a Successor Grantor, by the Board, or by any Owner pursuant to the rights and obligations granted herein. In addition, to specific enforcement judicially, the Board shall be entitled to impose a fine for violations of this Declaration of not to exceed the lower of fines set forth in a "Schedule of Fines" by the Board or \$5,000.00 per incident, or \$100.00 per day, in the case of a continuing violation, or in such different amounts as shall be established from time to time by the Board. The Board shall have the authority to establish and periodically modify the Schedule of Fines; provided, the failure to do so shall not invalidate or compromise the Board's powers.

The fine may be assessed only against the Owner, and only if the violator is the Owner, lessee, or a member of the Owner's family or a guest, invitee, contractor, subcontractor, employee, or agent of the Owner. In the case of a continuing violation, the fine may not be assessed unless the Owner has failed to abate the violation within the time allowed therefor by the Board in written notice to the Owner.

The above provisions notwithstanding, no fine shall be assessed unless a Board approved process is followed.

9.3 Term of Declaration: Unless amended as herein provided, the Declaration in its entirety shall be effective for ten (10) 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.

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

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

9.5 Amendment of this Declaration by the Grantor or Members: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Grantor, or Grantor's successor(s), this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by the Grantor or 100% of those Members present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments, provided in case of termination, all rights, reservations, and easements granted to or reserved by Grantor herein shall survive any such termination. None of the rights, reservations, or easements granted to or reserved by Grantor herein may ever be modified or amended without the prior written consent of Grantor or Grantor's successor which consent may be withheld by Grantor for any reason whatsoever. 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 Grantor) shall require the prior written consent of Grantor, or Grantor's successor.

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

9.7 Remedies Cumulative: Each remedy provided under the Association Documents is cumulative and not exclusive.

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

9.9 Limitation of Liability: The Association, Board, Grantor 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.

9.10 Notification of Airport: The Association shall provide written notice to prospective owner's prior to closing regarding the proximity of the McCall Municipal Airport, the airport's existing flight paths and the possibility of noise impact, and recommendation regarding additional soundproofing.

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

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

9.12 Severability: Invalidation of any one or more of the provisions of the Declaration by judgment or otherwise shall in no way affect the validity of any of the other provisions of the Declaration, which shall remain full force and effect.

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

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

9.15 Conflicts in Documents: In case of any conflict between this Declaration and other Association Documents, this Declaration shall control.

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

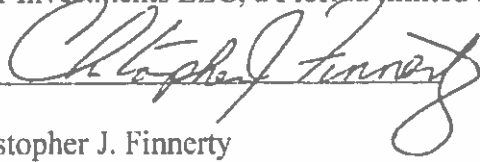
IN WITNESS WHEREOF, Grantor have executed this Declaration the day and year first above written.

GRANTOR:

River Investments LLC, a Florida limited liability company

By: _____

Christopher J. Finnerty

A handwritten signature in black ink, appearing to read "Christopher J. Finnerty", is written over a horizontal line.

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF ADA

On 1-30-2023, before me, Daniel Helm, personally appeared **Christopher J. Finnerty**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached GENERAL PARTNERSHIP AGREEMENT and acknowledged to me that he or she executed the same in an authorized capacity, and executed the instrument by signing his or her signature.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

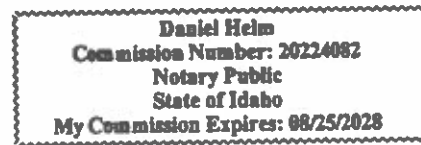
Print: Daniel Helm

My Commission Expires: 08-25-2028

Sign: Daniel Helm

[Affix seal]

NOTARY PUBLIC



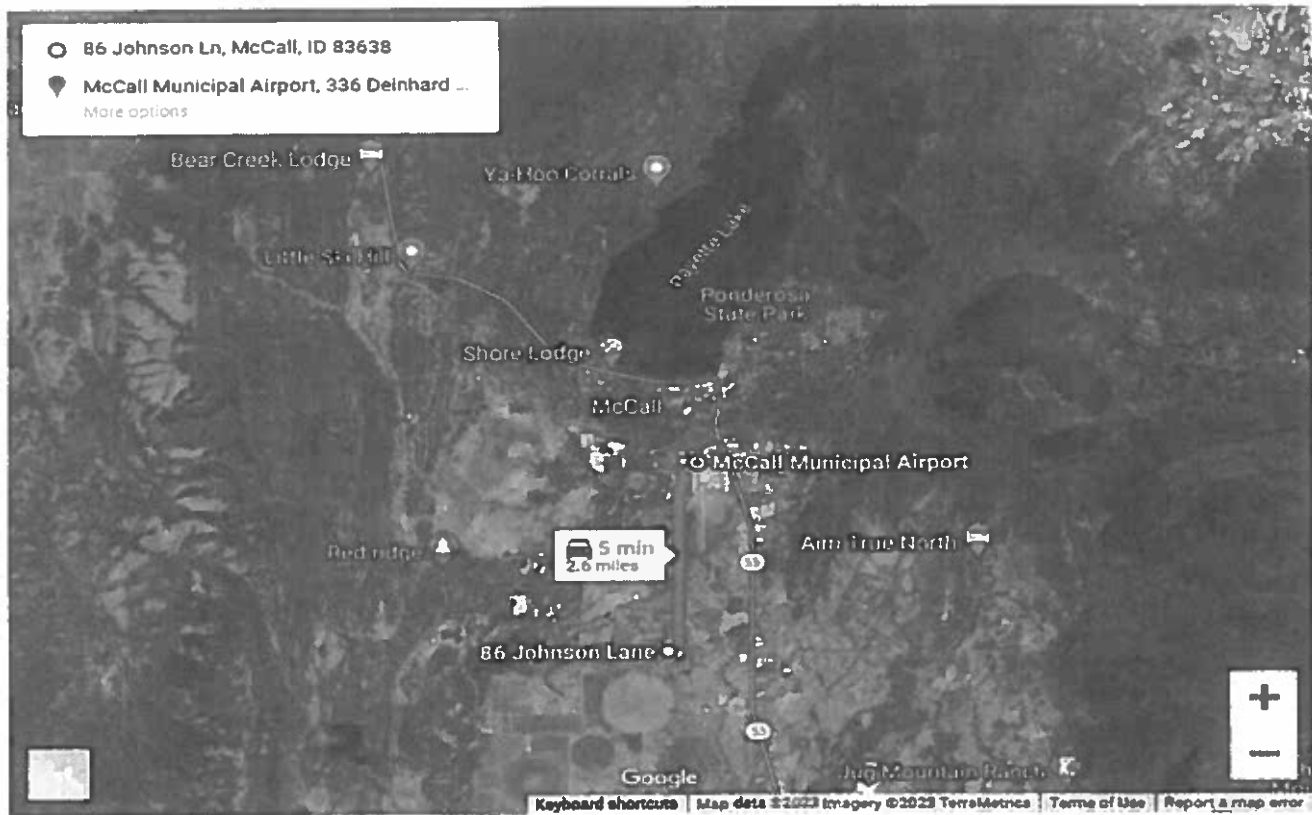
DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

ATTACHMENT 1
DRAWING OF SUBJECT PROPERTY
(WITH PROPOSED BUILDING ENVELOPES, SEPTIC, AND WELL LOCATIONS)

(See appended document comprised of 1 in total labeled Attachment 1: 1)

DECLARATION FOR THE PRESERVE AT MCCALL RANCHES

ATTACHMENT 2 LOCATION OF MCCALL MUNICIPAL AIRPORT



**DECLARATION OF INSTALLATION OF UTILITIES
FOR THE PRESERVE AT MCCALL RANCH SUBDIVISION
VALLEY COUNTY, IDAHO**

This DECLARATION is made this 16 day of February 2023, by River Investments LLC, a Florida LLC ("Declarant") the owner of certain real properties located in Valley County, Idaho, which are platted as The Preserve at McCall Ranch Subdivision.

WHEREAS, River Investments LLC did on the ____ day of _____, 2023, file of record with the Office of Recorder of Valley County, Idaho as Instrument Number _____, in Plat Book ____ __, on page _____, the Final Plat for The Preserve at McCall Ranch Subdivision (hereinafter "the Final Plat").

WHEREAS, River Investments LLC is the sole owner of the real property contained in the Final Plat.

WHEREAS, the purpose of this Declaration is to describe the utilities which will be placed and installed in The Preserve at McCall Ranch subdivision, the schedule for completion of such utilities, and the entity or owner with responsibility for construction and installation of such utilities:

NOW, THEREFORE, River Investments LLC hereby states and declares as follows:

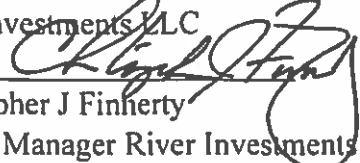
1. **Sewage Disposal:** Sewage disposal for each lot in The Preserve at McCall Ranch Subdivision will be supplied by means of individual septic/drain-field systems. The costs, permitting, installation, and maintenance of which shall be the sole and exclusive responsibility of the respective lot owners. In accordance with the Declaration of Covenants, Conditions, Restrictions and Easements, and applicable laws and regulations permits shall be required from the Central District Health Department for all septic systems. Timing of the completion of the installation will be the responsibility of the owner of each lot.
2. **Water:** Potable water for each lot in The Preserve at McCall Ranch Subdivision will be supplied by means of individual wells. The cost, permitting, installation, and maintenance of which shall be the sole and exclusive responsibility of the respective lot owners. Timing of the completion of the installation will be the responsibility of the owner of each lot.
3. **Electrical:** Installation of electrical power will be stubbed out to the lot line for each lot in The Preserve at McCall Ranch Subdivision at the expense of the Declarant. The Declarant has contracted with and paid Idaho Power for the necessary equipment and installation. The installation of which shall be completed by Idaho Power in the summer of 2023.

Timing of the completion of the installation to the point of use will be the responsibility of the owner of each lot.

4. **Fiber Optic:** Installation of fiber optic cable which shall accommodate telephone and internet service will be stubbed out to the lot line for each lot in The Preserve at McCall Ranch Subdivision at the expense of the Declarant. The Declarant has contracted with and paid Idaho Power for the installation of the fiber optic conduit. The installation of which shall be completed by Idaho Power in the summer of 2023. The timing of the completion of the installation to the point of use will be the responsibility of the owner of each lot.
5. **Responsibility for Installation:** Responsibility for the costs of the placement and installation of the utilities specified above will be borne by the Declarant and lot owners as stated above. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, INSTALLATION, MAINTENANCE REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

Utilities Declaration – The Preserve at McCall Ranch f/k/a Curved Horn Ranch Subdivision

IN WITNESS WHEREOF, the undersigned Declarant and owner of the real property which is the subject of the Final Plat, has executed this Declaration the day and year first noted above.

River Investments LLC
BY: 
Christopher J Finnerty
Owner/ Manager River Investments LLC

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF Ada

On 6 Feb 2023, before me, Grace Louise White Galvan personally appeared **Christopher J Finnerty**, on behalf of River Investments LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached and acknowledged to me that he or she executed the same in an authorized capacity, and executed the instrument by signing his or her signature.

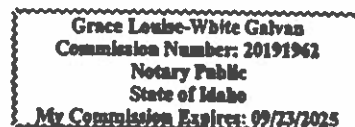
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: Grace Louise White Galvan My Commission Expires: 09/23/2025

Sign:  [Affix seal]

NOTARY PUBLIC



THE PRESERVE AT MCCALL RANCH SUBDIVISION
ESCROW AGREEMENT

This Escrow Agreement (the “**Agreement**”) is a triparty agreement made and entered into by and between River Investments LLC (herein after “**River Investments**”), a Florida limited liability company (DBA The Preserve at McCall Ranch Subdivision herein after the “**Preserve**”), whose address is 5965 E Foxgrove Dr., Boise, Idaho 83716, the Board of County Commissioners of Valley County, Idaho (herein after “**Valley County**”), whose address is 219 N Main St., PO Box 1350, Cascade, Idaho, 83611, and AmeriTitle (hereinafter “**Escrow Holder**”), whose address is 507 Pine Street, McCall, Idaho 83638 (collectively the “**Parties**”).

RECITALS

WHEREAS, River Investments is developing certain real property in Valley County, Idaho that will be platted as The Preserve at McCall Ranch Subdivision (f/k/a Curved Horn Ranch Subdivision) and recorded with the Valley County, Idaho Recorder (the “**Preserve**”).

WHEREAS, Due to weather and other delays the contracted road construction work for the completion of Cattail Creek Lane, a private road within the Preserve, will not be complete when the Final Plat for the Preserve is to be recorded. Further, the installation of a 10,000-gallon fire protection water tank located in the utility easement will not be completed when the Final Plat for the Preserve is to be recorded (collectively the “**Improvements**”).

WHEREAS, Under the terms of the approval of the Final Plat for the Preserve, Valley County requires River Investments to provide certain financial assurances of payment and completion of the Improvements. The Improvements, set forth in more detail in **Exhibit A**, will be completed in due course and no later than August 31, 2025. Pursuant to Valley County Land Use Ordinance 10-5-3, River Investments shall deposit funds into an escrow account in an amount equal to 120% of the estimated cost of completion of the Improvements.

WHEREAS, In connection herewith, in compliance with Valley County Land Use Ordinance 10-5-3, River Investments will establish an escrow account (the “**Escrow Account**”) with the Escrow Holder and deposit funds necessary to assure that sufficient funds are available and earmarked for the completion of the Improvements. The estimated cost to complete construction of the Improvements is \$125,000.00, including a 20% reserve (the “**Reserve**”) as set out in **Exhibit A**. Thus, \$125,000, inclusive of the Reserve will be deposited by River Investments in the Escrow Account to assure completion of the Improvements and satisfy the agreed conditions.

NOW THEREFORE, The Parties agree that this Agreement and Escrow Account shall satisfy the financial assurance requirements of Valley County. In consideration of the mutual covenants and conditions hereof and other good and valuable consideration, the Parties hereto agree as follows.

ARTICLE 1 DEPOSIT OF FUNDS

1.1 Deposit. River Investments has or will place on deposit with Escrow Holder the sum of \$125,000.00 in the Escrow Account (an interest-bearing account).

ARTICLE 2 DISBURSEMENT AND USE OF FUNDS

2.1 Requests for Disbursement of Funds: Requests for disbursement of funds (“Request”) may be made by River Investments as line items in **Exhibit A**, or portions thereof, are completed, but in no case more frequently than monthly. Requests shall include the following: An Engineer’s certificate, from the Preserve’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. The Improvements and Requests shall be completed by no later than August 31, 2025.

Disbursements shall be made directly to River Investments, who shall be responsible for payments to contractors, subcontractors, employees, 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.

Absent written objection to the Request provided by Valley County to the Escrow Holder and River Investments 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 the State of 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. River Investments agrees to release Escrow Holder from any such claims; and, in addition, River Investments agrees to indemnify Escrow Holder against and to hold Escrow Holder harmless regarding any such claim which might be asserted against Escrow Holder.

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.

2.2 Request for Final Disbursement: The Preserve Engineer shall provide certification to the Escrow Holder, with copies to the Valley County Clerk and Valley County Engineer, when the Improvements are completed in Engineer’s best judgement. Absent written objection to the Certification, provided by Valley County to the Escrow Holder and River Investments 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 River Investments, or to persons designated by River Investments, as aforesaid, no later than eleven (11) days after the date of submittal, or on the next working day thereafter.

2.3 Use of Funds by Valley County: In the event that River Investments fails to complete all of the Improvements on or before August 31, 2025, 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 River Investments 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 River Investments 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 River Investments. Any funds in the Escrow Account in excess of Valley County's cost to complete shall be returned to River Investments.

ARTICLE 3 GENERAL TERMS

3.1 River Investments does not intend that any person(s) or entities, other than Valley County and Escrow Holder, and their successors and assigns, 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.

3.2 The Valley County Clerk shall be entitled to receive statements confirming the account balance and disbursements made from the Escrow Account, upon request made to Escrow Holder (with copy to River Investments).

3.3 Any commercially reasonable costs and fees charged by Escrow Holder shall be borne by River Investments.

3.4 River Investments 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 disburse 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 River Investments and Valley County.

3.5 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.

- 3.6 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. River Investments agrees to hold Escrow Holder harmless 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 provided due care was exercised in such designation. Escrow Holder is not responsible for performing any Municipal, State, or Federal tax withholding or reporting.
- 3.7 The funds held by Escrow Holder pursuant to the terms of this Agreement cannot be withdrawn without the prior written consent of River Investments and Valley County, except by Court Order.
- 3.8 The terms of this Agreement shall inure to the benefit of and bind the parties hereto, together with their heirs, assigns and successors.
- 3.9 In the event that a dispute arises between River Investments 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 attorney's fees and costs incurred, if any.

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.

RIVER INVESTMENTS LLC
A Florida limited liability company

VALLEY COUNTY BOARD OF
COUNTY COMMISSIONERS

By:  Date: 1-26-23
Christopher J Finnerty, Owner/ Manager

By: _____ Date: _____
Chairman

ATTEST:

By: _____ Date: _____
Valley County Clerk

ESCROW HOLDER
AmeriTitle, Inc.

By: _____ Date: _____
Title:

SENT VIA EMAIL

June 14, 2022

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

Re: Curved Horn Ranch 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

Robert Pair, E.I.T., Crestline Engineers

Rob Pair

From: Patrick Finnerty [REDACTED]
Sent: Monday, January 23, 2023 1:49 PM
To: Rob Pair
Subject: FW: Final Plat CUP 22-04 Curved Horn Ranch Subdivision

Rob

In satisfaction of "Final Approval" from Fire department.

See below

Regards,

Patrick Finnerty
[REDACTED]

From: Garrett de Jong <garrett@mccallfire.com>
Sent: Monday, January 23, 2023 12:45 PM
To: Cynda Herrick <cherrick@co.valley.id.us>
Cc: [REDACTED]
Subject: Re: Final Plat CUP 22-04 Curved Horn Ranch Subdivision

Hi Cynda,

I recommend approval of final plat for CUP 22-04 "Curved Horn Ranch Subdivision" and recommend that building permits not be issued until the underground water tank is installed, inspected, and operable.

Please let me know if you have any questions.

Thank you,

Garrett de Jong
Fire Chief - McCall Fire & EMS



[Scan QR code below or click here to sign up for CodeRED!](#)

District Manager:
John Leedom [REDACTED]

LAKE IRRIGATION DISTRICT
PO Box 3126
McCall, ID 83638

Board Members:
Art Troutner [REDACTED]
Justin Florence
Will Maki [REDACTED]

May 4, 2022

Valley County P&Z
PO Box 1350
Cascade, ID 83611

Re: CUP 22-04 Curved Horn Ranch Subdivision

To whom it concerns:

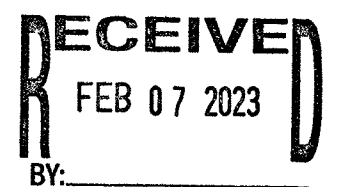
This applicant has provided Lake Irrigation District with a document stating how they wish the water allocated to said parcel to be split between the new lots in the subdivision, as we requested. The board has no other issues at this point.

Thank you for your time,

Shirley Florence
Secretary
Lake Irrigation District

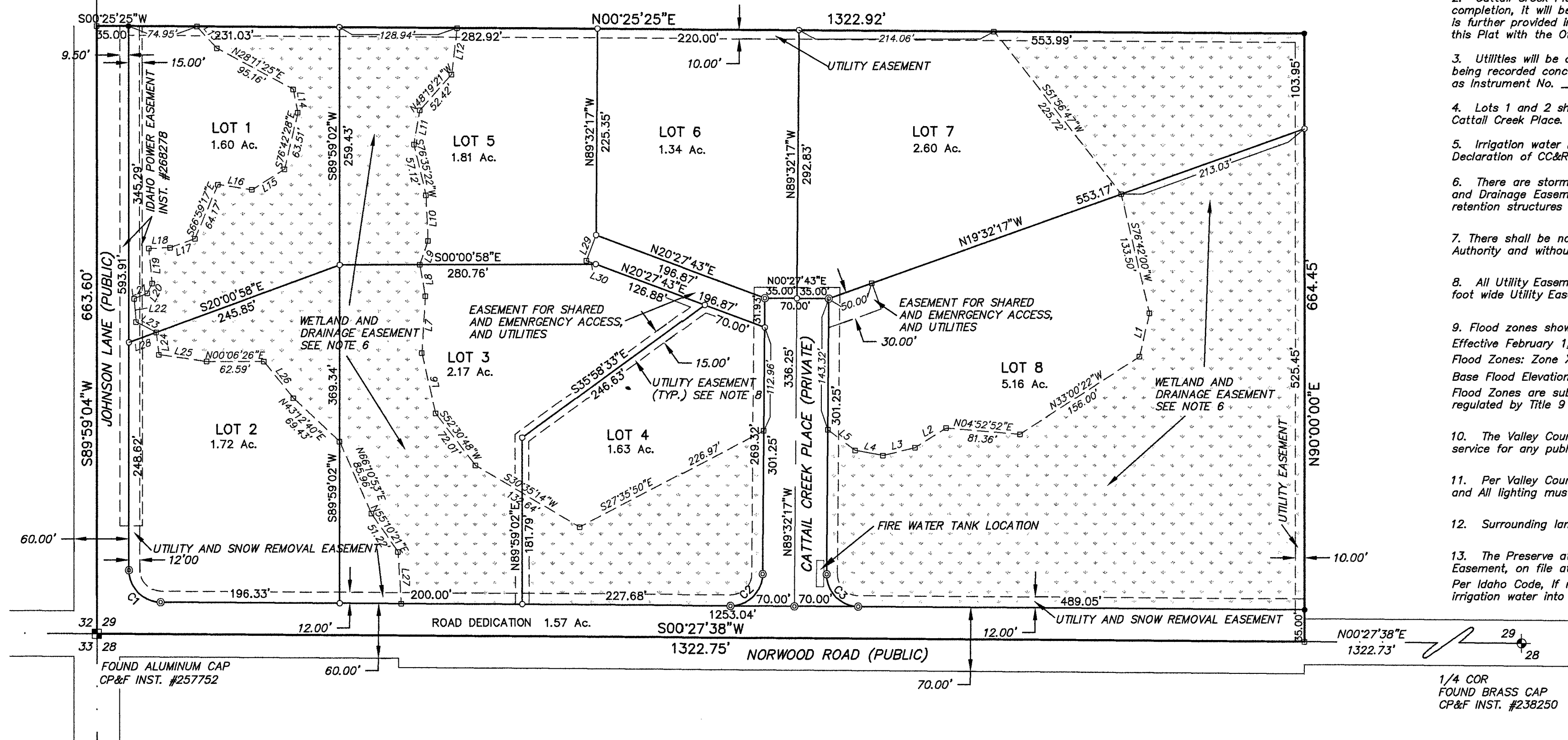
THE PRESERVE AT McCALL RANCH SUBDIVISION

Located in
SE 1/4 of the SE 1/4 Section 29, T.18N., R.3E., B.M.
Valley County, Idaho



NOTES:

- All lots shown on this Plat are subject to and governed by the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for The Preserve at McCall Ranch Subdivision, being recorded concurrently with this Final Plat with the Valley County, Idaho Recorder as Instrument No. _____ as the same may be amended.
- Cattail Creek Place and its right of way as depicted on this Plat is private; and, after completion, it will be owned and maintained by the Preserve Property Owners Association, as is further provided in the Private Road Declaration, which is being recorded concurrently with this Plat with the Office of Recorder of Valley County, as Instrument Number _____.
- Utilities will be completed as provided in the Declaration of Installation of Utilities, which is being recorded concurrently with this Plat with the Officer of Recorder of Valley County, Idaho, as Instrument No. _____.
- Lots 1 and 2 shall be accessed from Johnson Lane. All others shall be accessed from Cattail Creek Place.
- Irrigation water rights will be assigned to lots 2, 3, 4, and 8 in accordance with the Declaration of CC&Rs.
- There are stormwater retention structures, wetlands, and drainages located in the Wetland and Drainage Easements as shown. No disturbance beyond maintenance of said stormwater retention structures is allowed.
- There shall be no further subdivision of any Lot without the approval of the Health Authority and without the required permits and approvals.
- All Utility Easements shown on this plat are dedicated to Public Utilities. There is a 15 foot wide Utility Easement centered on all interior Lot Lines shown on this Plat.
- Flood zones shown on this plat are per FEMA FIRM panel #16085C 1001 Effective February 1, 2019
Flood Zones: Zone X
Base Flood Elevation: N/A
Flood Zones are subject to change by FEMA and all land within a floodway or floodplain is regulated by Title 9 and Title 11 of the Valley County Code.
- The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed.
- Per Valley County Code, there shall be no more than one wood burning device per lot and All lighting must comply with the Valley County Lighting Ordinance.
- Surrounding land uses are subject to change.
- The Preserve at McCall Ranch Subdivision is subject to a Declaration of Water Delivery Easement, on file at the Office of Recorder of Valley County, Instrument Number 429034. Per Idaho Code, if requested by neighbors, Owners shall provide access through site to irrigation water into perpetuity.



LEGEND

SUBDIVISION BOUNDARY

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

SCALE: 1"=100'
BEARINGS BASED ON GPS DERIVED
STATE PLANE GRID, IDAHO WEST ZONE

SECESH ENGINEERING, INC.
McCall, Idaho

MONUMENT CERTIFICATE

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



HEALTH CERTIFICATE

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

INST. # _____ DISTRICT HEALTH DEPARTMENT, EHS

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	35.00	54.69	34.71	89°31'26"	N45°13'21"E	49.29
C2	35.00	54.98	35.00	89°59'55"	N44°32'20"W	49.50
C3	35.00	54.98	35.00	90°00'05"	N45°27'40"E	49.50

SURVEY NARRATIVE

A. This plat is filed to create 8 lots from Parcel 7 of McCall Ranch, an unplatted development shown on Record of Survey in Book 14 at Page 25. The boundary of the parent parcel was derived from record documents along with found monuments as shown on this plat.

B. Record Documents:
Record of Survey Book 14 Page 25, Instrument Number 429001
Record of Survey Book 11 page 162, Instrument Number 365581

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.71	N77°05'21"W
L2	40.05	N32°14'21"W
L3	36.14	N13°28'05"W
L4	31.04	N10°34'39"E
L5	37.57	N36°43'40"E
L6	67.66	S77°08'45"W
L7	61.89	N86°27'57"W
L8	35.05	S79°57'20"W
L9	27.46	N70°35'10"W
L10	49.93	S87°27'26"W
L11	37.83	N80°15'26"W
L12	51.05	N83°03'13"W
L13	32.29	N47°47'04"E
L14	25.94	N79°10'56"E
L15	42.08	S32°17'18"E
L16	37.90	S08°54'43"W
L17	29.02	S19°36'46"E
L18	23.23	S01°50'55"E
L19	38.33	N84°40'36"E
L20	12.17	S63°52'48"E
L21	15.46	S22°09'43"E
L22	25.35	N85°11'39"E
L23	24.58	N27°33'50"E
L24	24.43	N82°29'22"E
L25	52.77	N08°17'52"E
L26	51.73	N50°53'58"E
L27	56.37	N86°29'55"E
L29	30.00	N69°32'17"W
L30	10.92	N20°27'43"E

THE PRESERVE AT McCALL RANCH SUBDIVISION

Located in
SE 1/4 of the SE 1/4 Section 29, T.18N., R.3E., B.M.
Valley County, Idaho

CERTIFICATE OF OWNER

A parcel of land, located in the southeast 1/4 of the southeast 1/4 of Section 29 T.18N., R.3E., B.M., more particularly described as follows:

BEGINNING at the southeast corner of said Section 29 as shown on a Record of Survey filed in Book 14 at Page 25 of Surveys, Records of Valley County, Idaho; thence, along the south line of said Section 28,

- 1.) S.89°59'04"W., 663.60 feet; thence, departing said section line,
- 2.) N.0°25'25"E., 1322.92 feet; thence,
- 3.) S.90°00'00"E., 664.45 feet to a point on the east line of said Section 29; thence, along said section line,
- 4.) S.0°27'38"W., 1322.75 feet to the POINT OF BEGINNING.

CONTAINING 20.16 Acres, more or less.

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

The owner hereby dedicates those portions of Norwood Road and Johnson Lane shown on this plat to the Public for public use.

Irrigation water has been provided from Lake Irrigation District in compliance with Idaho Code 31-3805(b). Lots 2, 3, 4, and 8 within the subdivision will be entitled to irrigation water rights as stated in the Declaration of Covenants, Conditions, Restrictions and Easements for The Preserve at McCall Ranch Subdivision, as recorded with the Office of Recorder of Valley County, Idaho. Owners will be obligated for assessments from Lake Irrigation District.

RIVER INVESTMENTS LLC

By: _____
CHRISTOPHER J. FINNERTY, MANAGER

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 20____, BY THE BOARD OF COUNTY COMMISSIONERS OF VALLEY COUNTY, IDAHO.

CHAIRMAN

APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 20____, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared CHRISTOPHER J. FINNERTY, known or identified to me to be the MANAGER of RIVER INVESTMENTS LLC, the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

CERTIFICATE OF COUNTY SURVEYOR

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

VALLEY COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

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

RALPH MILLER
IDAHO NO. 8577



CERTIFICATE OF COUNTY TREASURER

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

DATE _____

RP18N03E299005

COUNTY TREASURER

SECESH ENGINEERING, INC.
McCall, Idaho