



September 15, 2023

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



Subject: McCall Landing Subdivision – Final Plat Submittal Letter

Dear Cynda,

The purpose of this letter is to request McCall Landing Subdivision Final Plat be placed on the October 19, 2023 Valley County Planning and Zoning Meeting Agenda. McCall Landing Subdivision Final Plat substantially complies with the Preliminary Plat from recorded C.U.P. 23-02. Financial Guarantees will be put in place for the remaining construction of the road and dry fire hydrant. A formal Wildland Urban Interface Fire Protection Plan was not warranted however, from C.U.P. 23-02, the private road will be constructed, dry fire hydrant will be installed, and disturbed areas will be revegetated. Below you will find the list of Conditions of Approval from C.U.P. 23-02 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. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and, may include revocation or suspension of the conditional use permit.*

Response: None, Understood.

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

Response: None, Understood.

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

Response: None, Understood.

4. *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 21, 2025.

5. *Prior to recordation of the plat, the Developer's engineer shall certify that the roads are constructed in accordance with the plans approved by the Valley County Engineer, if the Commission determines that there was not existing access to this parcel.*

Response: Financial guarantees will be made to ensure construction of the road. Upon completion of the road Crestline Engineers, Inc. will provide certification the road was constructed in accordance with the approved plans.

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

7. *If adjacent properties will be allowed to use the private road access onto Highway 55, this should be noted in the Private Road Declaration.*

Response: The property to the south of the entrance and the Future Development parcel will both be allowed access from the private road. This has been included in the Private Road Declaration.

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

Response: The Declaration of Installation of Utilities is referenced on the face of the Final Plat, is included with this letter, and will be recorded in conjunction with the Final Plat.

9. *Conduit for fiber optics is required.*

Response: The Owner intends to participate in the "joint trench" project with Idaho Power which will include the installation of conduit.

10. *A letter of approval is required from McCall Fire District prior to recording the final plat.*

Response: The owner/developer is to meet with McCall Fire District the week of September 11, 2023. The project will obtain approval from the McCall Fire District prior to recording the Final Plat.

11. *An approval letter from the Lake Irrigation District is required.*

Response: The Lake Irrigation District is requiring an easement for an existing irrigation line which runs through the property. An easement has been submitted to the Lake Irrigation District and will be discussed at a meeting on September 14, 2023.

12. *All easements shall be shown on the final plat, including irrigation easements.*

Response: All easements have been shown on the Final Plat. The irrigation easement will be added to the Final Plat upon approval from the Lake Irrigation District.

13. *The wetlands must be delineated and shall be marked as "no-build areas" on final plat; or, building envelopes identified outside the wetland areas.*

Response: The wetlands have been identified and are shown on the Final Plat.

14. CCR's should address exterior lighting, wildfire prevention, noxious weeds, septic system maintenance, wetlands, the open space use, and limit each lot to one wood burning device.

Response: See CCR's section 6.2.M, XXXX, section 3.17, section 3.10.C, XXXX, section 3.2, and section 3.21 respectively.

15. Shall place addressing numbers at the residences and at the driveway entrances if the house numbers are not visible from the road.

Response: Please see CCR's Section 3.14.

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

Response: Please see CCR's Section 3.7 and Section 5.2.D.

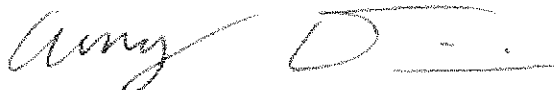
17. The following notes shall be placed in the notes on the face of the final plat:

- "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed."
- "All lighting must comply with the Valley County Lighting Ordinance."
- "Only one burning device is allowed on each lot."
- "Surrounding land uses are subject to change."
- "Lots shall not be divided without recordation of a subdivision plat."

Response: The notes have been included on the face of 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,



Anthony Dini, PE
Project Engineer

Cc: Jeremy Sands, McCall Landing, LLC, Owner/Applicant
Dan Dunn, Dun Land Surveying, Inc, Surveyor

Enclosures:

1. 3 – Full size copies of Final Plat (2 Sheets)
2. 10 copies 11"x17" of Final Plat (2 Sheets)
3. Declaration of Private Road – Draft
4. CCR's – Draft
5. Declaration of Installation of Utilities – Draft
6. Approval Letter for Site Grading/Storm Water Management from Valley County Engineer

Located in the SE1/4 of the NW1/4 &
a portion of the SW1/4 of the NE1/4 and
the NW1/4 of the NE1/4
Section 33, T.18N., R.3E., B.M.
Valley County, Idaho
2023



McCALL LANDING

Located in the SE1/4 of the NW1/4 &
a portion of the SW1/4 of the NE1/4 and
the NW1/4 of the NE1/4
Section 33, T.18N., R.3E., B.M.
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	216.74'	300.00'	41°23'40"	N69°17'23"E	212.06'
C2	167.25'	500.00'	19°09'57"	N39°00'35"E	166.48'
C3	231.55'	300.00'	44°13'24"	N07°18'54"E	225.85'
C4	160.40'	100.00'	91°53'59"	N31°09'12"E	143.75'
C5	151.70'	200.00'	43°27'33"	S81°10'02"E	148.09'
C6	86.67'	100.00'	49°39'35"	S84°16'04"E	83.99'
C7	86.62'	200.00'	19°05'07"	N80°26'42"E	66.31'
C8	157.61'	100.00'	90°18'24"	S44°51'32"E	141.80'
C9	156.76'	100.00'	89°49'06"	S45°12'13"W	141.20'
C10	196.16'	270.76'	41°30'33"	S69°20'54"W	191.90'
C11	155.55'	465.00'	19°09'57"	S39°00'35"W	154.82'
C12	204.54'	265.00'	44°13'24"	S07°18'54"W	199.50'
C13	76.70'	135.00'	32°33'08"	S01°28'46"W	75.67'
C14	139.83'	135.00'	59°20'51"	N47°25'46"E	133.67'
C15	178.25'	235.00'	43°27'33"	S81°10'02"E	174.01'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C16	56.34'	65.00'	49°39'35"	N84°16'04"W	54.59'
C17	78.28'	235.00'	19°05'07"	N80°26'42"E	77.92'
C18	46.50'	135.00'	19°44'04"	S80°08'42"E	46.27'
C19	89.81'	135.00'	38°07'07"	S51°13'06"E	88.17'
C20	76.47'	135.00'	32°27'13"	S15°55'56"E	75.45'
C21	68.80'	135.00'	28°21'09"	S14°28'14"W	66.12'
C22	77.77'	135.00'	33°00'19"	S45°08'58"W	76.70'
C23	67.06'	135.00'	28°27'39"	S75°52'57"W	66.37'
C24	75.00'	68.00'	63°11'25"	N58°17'32"W	71.25'
C25	115.06'	68.00'	96°56'58"	N21°46'30"E	101.81'
C26	105.41'	68.00'	88°48'48"	S65°20'47"E	95.17'
C27	42.12'	35.00'	68°56'51"	N55°24'49"W	39.62'
C28	101.90'	65.00'	89°49'06"	S45°12'13"W	91.78'
C29	102.45'	65.00'	90°18'24"	S44°51'32"E	92.17'
C30	54.96'	165.00'	19°05'07"	N80°26'42"E	54.71'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C31	117.01'	135.00'	49°39'35"	N84°16'04"W	113.38'
C32	125.15'	165.00'	43°27'33"	S81°10'02"E	122.17'
C33	104.26'	65.00'	91°53'59"	N31°09'12"E	93.44'
C34	66.14'	335.00'	11°18'40"	S09°08'28"E	66.03'
C35	30.29'	335.00'	57°0'47"	S00°53'44"E	30.27'
C36	30.04'	335.00'	57°0'16"	S04°15'48"W	30.03'
C37	178.96'	535.00'	19°09'57"	S39°00'35"W	178.13'
C38	223.74'	335.00'	38°16'00"	S70°51'13"W	219.60'
C39	190.99'	230.00'	47°34'39"	S59°22'45"E	185.55'
C40	166.08'	200.00'	47°34'39"	S59°22'45"E	161.35'
C41	189.95'	260.00'	41°51'31"	S56°31'10"E	185.75'
C42	25.95'	260.00'	5°43'08"	S80°18'30"E	25.94'
C43	54.79'	35.00'	89°41'25"	N45°08'31"E	49.36'
C44	132.11'	335.00'	22°35'40"	S18°07'46"W	131.25'
C45	18.29'	335.00'	37°0'40"	S50°09'23"W	18.29'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'13"E	140.19'
L2	N29°25'36"E	35.46'
L3	N77°06'11"E	62.05'
L4	N70°54'09"E	141.71'
L5	N00°06'46"E	33.00'
L6	S83°10'04"E	136.40'
L7	S35°35'25"E	55.96'
L8	S19°04'33"E	45.04'
L9	N00°00'00"E	60.00'
L10	N89°59'39"E	100.00'
L11	S00°00'00"E	60.00'
L12	N00°06'46"E	15.00'
L13	N89°52'32"W	91.59'
L14	N39°00'46"E	16.16'
L15	S36°08'33"E	63.50'
L16	S46°40'41"E	60.85'
L17	S38°07'40"E	45.23'
L18	S28°11'43"E	58.48'

LINE TABLE		
LINE	BEARING	LENGTH
L19	S21°02'25"E	165.88'
L20	S76°26'19"W	26.87'
L21	S86°08'28"E	18.87'
L22	S34°28'34"E	144.88'
L23	S45°47'51"E	31.80'
L24	S74°32'13"E	14.98'
L25	N53°51'27"E	37.97'
L26	S36°08'33"E	206.81'

SURVEY NARRATIVE:

THIS PLAT WAS FILED TO SUBDIVIDE THE PROPERTIES AS SHOWN HEREON.

THERE IS A DISCREPANCY IN THE SOUTH BOUNDARY OF THE NW1/4 OF THE NE1/4 OF SECTION 33 AS DENOTED ON RECORD OF SURVEY BOOK 7, PAGE 48 AND FURTHER SHOWN ON THE PLAT OF OSTER SUBDIVISION. SEE RECORD OF SURVEY BOOK 14, PAGE 338 AND AMENDED RECORD OF SURVEY BOOK 14, PAGE 339. THE MONUMENTS FOUND ON SAID SOUTH BOUNDARY AS SHOWN ON RECORD OF SURVEY BOOK 8, PAGE 195 WERE NOT ACCEPTED. THE MONUMENTS SET AT THE SOUTHWEST AND SOUTHEAST CORNERS OF THE "COLD" PROPERTY AS SHOWN ON RECORD OF SURVEY BOOK 2, PAGE 27 WERE ACCEPTED AND RESET. ALL OTHER MONUMENTS WERE ACCEPTED AND HELD.

SURVEY REFERENCES:

R.O.S. BOOK 8, PAGE 195, INSTRUMENT NO. 295932
R.O.S. BOOK 9, PAGE 27
R.O.S. BOOK 2, PAGE 110, INSTRUMENT NO. 152824
R.O.S. BOOK 13, PAGE 230, INSTRUMENT NO. 420451
R.O.S. BOOK 3, PAGE 188, INSTRUMENT NO. 180411
R.O.S. BOOK 5, PAGE 478, INSTRUMENT NO. 225702
R.O.S. BOOK 7, PAGE 148, INSTRUMENT NO. 268667

OSTER SUBDIVISION, BOOK 9, PAGE 37, INSTRUMENT NO. 274658
ELDS COUNTRY SUBDIVISION, BOOK 7, PAGE 4, INSTRUMENT NO. 96485



SHEET 2 OF 3

25 COYOTE TRAIL
CASCADE, ID 83611



McCALL LANDING

Located in the SE1/4 of the NW1/4 &
a portion of the SW1/4 of the NE1/4 and
the NW1/4 of the NE1/4
Section 33, T.18N., R.3E., B.M.
Valley County, Idaho
2023

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT MCCALL LANDING, LLC, AN IDAHO LIMITED LIABILITY COMPANY IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A PARCEL OF LAND LOCATED IN THE SE1/4 OF THE NW1/4 AND A PORTION OF THE SW1/4 OF THE NE1/4 AND A PORTION OF THE NW1/4 OF THE NE1/4, SECTION 33, T.18N., R.3E., B.M., VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 33, A FOUND BRASS CAP MONUMENT, CP&F INSTRUMENT NO. 456776, CORNER RECORDS OF SAID VALLEY COUNTY;

THENCE A BEARING OF N 89°45'33" W, A DISTANCE OF 1339.54 FEET, TO A FOUND 5/8 INCH REBAR ON THE WEST RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 55;

THENCE A BEARING OF S 89°59'39" W, A DISTANCE OF 429.78 FEET, TO A SET 5/8 INCH REBAR BEING THE POINT OF BEGINNING;

1. THENCE A BEARING OF S 89°59'39" W, A DISTANCE OF 2201.33 FEET, TO A SET 2-1/2 INCH ALUMINUM CAP MONUMENT MARKING THE CENTER-WEST 1/16 CORNER SAID SECTION 33;
2. THENCE A BEARING OF N 00°18'02" E, A DISTANCE OF 1319.60 FEET, TO A SET 2-1/2 INCH ALUMINUM CAP MONUMENT MARKING THE NORTHWEST 1/16 CORNER SAID SECTION 33;
3. THENCE A BEARING OF S 89°52'32" E, A DISTANCE OF 1333.06 FEET, TO A FOUND 3-1/4 INCH ALUMINUM CAP MONUMENT MARKING THE CENTER-NORTH 1/16 CORNER SAID SECTION 33;
4. THENCE A BEARING OF S 89°53'37" E, A DISTANCE OF 950.47 FEET, TO A SET 5/8 INCH REBAR;
5. THENCE A BEARING OF N 48°28'47" E, A DISTANCE OF 227.94 FEET, TO A SET 5/8 INCH REBAR;
6. THENCE A BEARING OF N 76°32'13" E, A DISTANCE OF 182.82 FEET, TO A SET 5/8 INCH REBAR ON SAID WEST RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 55;
7. THENCE ON SAID WEST RIGHT-OF-WAY BOUNDARY S 00°17'48" W, A DISTANCE OF 194.31 FEET, TO A SET 5/8 INCH REBAR;
8. THENCE A BEARING OF N 89°53'37" W, A DISTANCE OF 140.00 FEET, TO A SET 5/8 INCH REBAR;
9. THENCE 196.16 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 270.76 FEET, A DELTA ANGLE OF 41°30'33" AND A LONG CHORD WHICH BEARS S 69°20'54" W, A DISTANCE OF 191.90 FEET, TO A SET 5/8 INCH REBAR;
10. THENCE A BEARING OF S 48°35'33" W, A DISTANCE OF 207.51 FEET, TO A SET 5/8 INCH REBAR;
11. THENCE 155.55 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 485.00 FEET, A DELTA ANGLE OF 19°09'57" AND A LONG CHORD WHICH BEARS S 39°00'35" W, A DISTANCE OF 154.82 FEET, TO A SET 5/8 INCH REBAR;
12. THENCE A BEARING OF S 29°25'36" W, A DISTANCE OF 35.46 FEET, TO A SET 5/8 INCH REBAR;
13. THENCE 204.54 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 44°13'24" AND A LONG CHORD WHICH BEARS S 07°18'54" W, A DISTANCE OF 199.50 FEET, TO A SET 5/8 INCH REBAR;
14. THENCE A BEARING OF S 14°47'48" E, A DISTANCE OF 323.57 FEET, TO A SET 5/8 INCH REBAR;
15. THENCE 76.70 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 135.00 FEET, A DELTA ANGLE OF 32°33'08" AND A LONG CHORD WHICH BEARS S 01°28'46" W, A DISTANCE OF 75.67 FEET, TO A SET 5/8 INCH REBAR;
16. THENCE A BEARING OF S 14°47'48" E, A DISTANCE OF 384.58 FEET, TO THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 65.108 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THE PLAT OF MCCALL LANDING. ALL ROADS AND ROAD RIGHTS OF WAY AND ALL UTILITY, SNOW REMOVAL, ACCESS AND PEDESTRIAN EASEMENTS WHICH ARE DEPICTED ON THIS FINAL PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE OR MORE LOTS BUT WILL BE SERVED BY INDIVIDUAL WELLS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2023.

JEREMY SANDS, MANAGER
MCCALL LANDING, LLC

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO PERSONALLY APPEARED JEREMY SANDS, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF MCCALL LANDING, LLC, AN IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC OF IDAHO

RESIDING AT _____

COMMISSION EXPIRES: _____

APPROVAL OF THE
VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF MCCALL LANDING IS HEREBY ACCEPTED AND

APPROVED THE _____ DAY OF _____, 2023,

BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

APPROVAL OF THE
BOARD OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF MCCALL LANDING IS HEREBY

ACCEPTED AND APPROVED THE _____ DAY OF _____, 2023,

BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

CERTIFICATE OF VALLEY COUNTY SURVEYOR

I, THE UNDERSIGNED COUNTY SURVEYOR FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF MCCALL LANDING IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH THE VALLEY COUNTY SUBDIVISION REGULATIONS RELATING TO PLATS.

VALLEY COUNTY SURVEYOR

DATE

CERTIFICATE OF SURVEYOR

I, DANIEL T. DUNN, PROFESSIONAL LAND SURVEYOR NO. 14217, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF MCCALL LANDING AS DESCRIBED IN THE "CERTIFICATE OF OWNERS", WAS DRAWN FROM A SURVEY CONDUCTED BY ME AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CERTIFICATE OF VALLEY COUNTY TREASURER

I THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-130B DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF MCCALL LANDING HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

VALLEY COUNTY TREASURER

DATE

SHEET 3 OF 3

25 COYOTE TRAIL
CASCADE, ID 83611



**DECLARATION OF PRIVATE ROADS
FOR MCCALL LANDING SUBDIVISION
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **McCall Landing, LLC**, an Idaho limited liability company ("**Declarant**"), that is the owner of certain lands located in Valley County, Idaho, which are platted as the McCall Landing Subdivision.

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

WHEREAS, Declarant is the 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 McCall Landing Subdivision Roads, the maintenance responsibility therefor, and the standards and provisions governing completion thereof.

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

1. PRIVATE ROADS: All Subdivision roads shall be private roads and are dedicated for the use of the Owners of the Lots accessed thereby, as well as their families, guests and invitees (the "**Private Roads**"). Declarant shall have the right, but not the obligation, to transfer ownership of the Subdivision roads and rights-of way to the McCall Landing Property Owners Association (the "**Association**"), that shall thereafter be responsible for the maintenance, repair, and upkeep of the Subdivision roads and road rights-of-way. If Declarant elects to retain ownership of the Subdivision roads and rights of way, the Association shall nonetheless assume sole responsibility for the maintenance, repair and upkeep of the Subdivision roads and road rights-of-way.

2. DECLARANT IS SOLELY RESPONSIBLE FOR THE COSTS OF ROAD DESIGN AND CONSTRUCTION: Declarant is solely responsible for the costs of the design and construction of the Private Roads, pursuant to and according to the final plans therefor, as submitted to Valley County.

3. 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 Roads.

4. MCCALL LANDING PROPERTY OWNERS ASSOCIATION RESPONSIBLE FOR MAINTENANCE OF ROADS: The McCall Landing Property Owners Association, Inc., a duly formed Idaho non-profit corporation, whose members shall include the owners of Lots in McCall Landing Subdivision, shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of all of the Private Roads.

5. STATUS AND COMPLETION OF ROADS: The construction of Private Roads shown on the Final Plat are approximately ____% complete. The Private Roads will be completed on or before _____[DATE], in compliance with the McCall Landing Subdivision Roads plans as approved by Valley County. The cost of full completion of the Private Roads shown on the Final Plat shall be financially assured by McCall Landing, LLC, in accordance with the terms of Valley County Land Use and Development Ordinance Section 10-5-3(A).

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year specified by their signatures below.

MCCALL LANDING, LLC

By: _____
JEREMY SANDS, Manager

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

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared **Jeremy Sands**, known or identified to me to be the Manager of **McCall Landing, LLC**, and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
MCCALL LANDING SUBDIVISION**

THIS DECLARATION is made this _____ day of _____, 2022, by **McCall Landing LLC**, an Idaho limited liability company ("**Declarant**").

ARTICLE 1 - GENERAL

Section 1.1 Common Interest Community: The name of the common interest community created by this Declaration is "McCall Landing Subdivision". All of the community is located in Valley County, Idaho.

Section 1.2 Property Affected: Declarant owns certain real property in Valley County, Idaho, which is platted of record with the Valley County Office of Recorder as the McCall Landing Subdivision (the "**Subdivision**"). The "**Property**" as referred to in this Declaration means all property within the external boundaries of the Subdivision, as platted. The Property may also be referred to herein as the "**Development**" or "**Community**".

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

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

ARTICLE 2 - DEFINITIONS

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

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

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

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

Section 2.5 Association: “Association” shall mean the McCall Landing Property Owners Association.

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

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

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

Section 2.9 Common Open Space: Property within the Subdivision owned by the Association or dedicated for the use by Members, devoid of buildings or structures, except where necessary for utilities or for the provision of recreation or fish and wildlife habitat Improvements. Common Open Space shall be designated as such on the Plat.

Section 2.10 Community: “Community” as used herein shall refer to all platted Lots within the McCall Landing Subdivision, as the same is platted of record with the Valley County Office of Recorder.

Section 2.11 Declarant: “Declarant” shall mean McCall Landing LLC and, as a successor Declarant, any successor bulk purchaser of the subdivision Lots owned by Declarant who is designated in a writing recorded with the Office of Recorder of Valley County, Idaho by the Declarant.

Section 2.12 Declaration: “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 2.13 Improvements: “Improvements” shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind, whether temporary or permanent.

Section 2.14 Lot: “Lot” shall mean a parcel of land subject to this Declaration which is identified as a Lot in in the Plat and any plat subsequently recorded against the Property. A Lot may also be referred to herein as a “Parcel”.

Section 2.15 Member: “Member” shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

Section 2.16 Ordinance: “Ordinance” shall mean the Valley County Land Use and Development Ordinance (Title IX of the Valley County Code), as the same may be amended from time to time.

Section 2.17 Owner: The term “Owner” shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records in the Office of the County Recorder, Valley County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Section 2.18 Person: “Person” shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.19 Plat: “Plat” shall mean the final plat of the Subdivision, filed of record with the Office of the County Recorder, Valley County, Idaho.

Section 2.20 Record, Recorded: “Record” and “Recorded” shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

Section 2.21 Residence: “Residence” shall mean the principal residence on the Lot.

Section 2.22 Rules and Regulations: “Rules and Regulations” shall mean the rules and regulations adopted by the Board of Directors concerning the Property.

Section 2.23 Short Term Rentals: “Short Term Rentals” shall mean a rental of a primary or accessory dwelling unit for a period of less than thirty (30) consecutive days.

Section 2.24 Structure: “Structure” shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

ARTICLE 3 – LAND USES AND IMPROVEMENTS

Section 3.1 Land Use and Living Units: All of the subject Lots in the Property shall be used and occupied solely for single-family residential purposes, All Lots shall be subject to the following conditions and limitations:

A. Except as provided to the contrary in this Declaration, buildings and land uses which are allowed as “Permitted Uses” under the Ordinance shall be allowed to be constructed on Lots, including but not limited to a Residence, attached or detached garage, Accessory Dwelling Units and Accessory Buildings. The term “single-family residential” as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like, as well as commercial uses, except for “In-home businesses” as defined in Section 3.2 below. Except as provided in Section 3.1,H below, an Owner may rent or lease their Residence or their Accessory Dwelling Unit; provided: (i) the Owner shall assure that the renters/lessees are aware of these Covenants and shall incorporate these Covenants into any rental or lease agreement; and, (ii) the Owner shall be responsible for any violations by renters/lessees of any of the provisions of these Covenants.

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

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

D. All access driveways shall be paved and shall be constructed to assure proper drainage.

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

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

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

H. Short Term Rentals, as defined above, shall not be allowed, except as provided in Idaho Code §55-3211.

Section 3.2 Common Open Space: Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Open Spaces, subject to:

A. The Association Documents and any other applicable covenants;

B. Any restrictions or limitations contained in any deed conveying such property to the Association;

C. The right of the Board to adopt rules regulating the use and enjoyment of the Common Open Space, including but not limited to rules restricting use of any Association Facilities which may be located within the Common Open Space to occupants of Lots and their guests and rules limiting the number of guests who may use the Common Open Space;

D. The right of the Board to suspend the right of an Owner to use any Common Open Space or any Association Facilities located within the Common Open Space (i) for any period during which any charge against such Owner's Lot remains delinquent; and, (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Declaration, the Bylaws, or rules of the Association, after notice and a hearing as provided in the Bylaws;

E. The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Open Space pursuant to the terms of this Declaration; and,

F. The right of Declarant to place utilities within any Common Open Space and the right to grant easements for the maintenance and repair of such utilities.

Section 3.3 Pond: The Pond, as identified on the Plat (the "**Pond**"), shall be considered Common Open Space, as defined above, and shall be subject to the following conditions and restrictions:

A. The "Pond" shall include such adjoining property as is included in the area identified on the Plat as the Pond.

B. Watercraft usage on the Pond shall be limited to non-motorized water craft, save and except only electric trolling motors of 5 h.p. or less.

C. The Declarant and, after the Transfer of Control Date, the Board shall have the authority to periodically promulgate rules regarding the use of the Pond and its adjoining beaches and amenities. After the Transfer of Control and for so long as Declarant owns any Lots in the Subdivision, Declarant's consent shall be required to any such rules and to any amendments of this Section 3.3, which consent may be granted or withheld by Declarant in its sole discretion.

D. Quiet hours on the Pond shall be 10:00p.m.-8:00 a.m., during which period there shall be no amplified music or any other activity which generates noise at a level which disturbs an Owner's quiet enjoyment of their Lot.

D. Fires on the Pond shall be limited to fire rings in designated areas; and, no fires shall be left unattended.

E. There shall be a 12 foot wide pedestrian pathway easement around the Pond, as shown on the Plat, which shall be considered Common Open Space.

F. All facilities and Improvements placed on the Pond shall be managed, maintained and regulated by the Declarant and, after the Transfer of Control Date, the Association.

F. Declarant shall have the right to allow private docks on Lots 18 and/or 19. Two public docks shall be located on the west side of the Pond.

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

Section 3.5 Storage of Building Materials: No building materials shall be stored on any Lot except temporarily during continuous construction of a building on the Lot or its alteration or improvement.

Section 3.6 Animals: No animals, of any kind, except for household pets, and other permissible animals that include chickens, goats, and horses, shall be raised, bred, or kept on any portion of the property. Household pets shall mean dogs and cats. The number of permissible animals shall be limited to 15 chickens, two goats, and two horses. The Board shall have the authority to grant requests for deviations from these restrictions upon a finding that the request will not unreasonably impair any other Owner’s quiet enjoyment of such Owner’s property.

A. Pets: Household pets and permissible animals may be kept for personal or non-commercial recreational purposes only if the presence of such pets does not constitute a nuisance. Pets and permissible animals must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner. ***It is acknowledged by all Owners that agricultural activities take place on adjoining properties, including livestock grazing. It shall be the responsibility of the Owner to assure that their dog(s) and permissible animals do not stray onto adjoining properties. Owners acknowledge that, under Idaho Code §25-2806, a dog which is bothering livestock may be killed without liability to the dog’s owner.***

Section 3.7 Fences: No fence shall be constructed on the property, except as follows:

A. Declarant and Association: Declarant shall repair and, as necessary, reconstruct the existing wire fence which is on or proximate to the external boundaries of the Property, such that it reasonably restrains dogs from entering adjoining properties and livestock from entering the Subdivision. Once this work is complete, the Association shall be responsible for the maintenance and repair of the fence.

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

D. All fence designs shall be submitted to the Board for approval prior to construction, including specification of materials, height and design. The Board shall have discretion to decline to approve any fence which the Board concludes, in its sole discretion, is incompatible with the architectural features of the Community or otherwise not in compliance with this Section 3.5.

Section 3.8 Rebuilding or Restoration: Any dwelling unit or other improvement which may be destroyed in whole or in part must be rebuilt, or all debris must be removed and the Lot restored to a sightly condition. Such rebuilding, restoration or removal shall be completed

within reasonable promptness and in any event within twelve (12) months from the time the damage occurred.

Section 3.9 Drainage: There shall be no interference with or alteration of the established irrigation ditches or underground piped irrigation water lines for which easements are shown on the Plat without the prior consent of the Board and the owners of properties to which water is conveyed through the ditch or underground piping.

Section 3.10 Utilities:

A. Utilities, Electrical: The Declarant shall provide underground electrical power and conduit for cable and/or fiber to the Subdivision, which shall be stubbed out to the Lot line. The purchaser and Owner of each Lot agrees to use the electric 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, and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

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

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

D. Solar Panels: Solar panels shall be allowed, for the generation of power for the Residence and/or buildings on the Lot, subject to the Board's review and approval of the proposed location of the panels.

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

Section 3.11 Obstructions on Private Roads and Common Easements: No gates or obstructions shall be placed upon or block any private road or common driveway easement unless the road or easement terminates on the Lot Owner's property, and the gate or obstruction is placed within the Lot Owner's property. If any such gate is locked, the Owner shall provide a means of access to emergency service providers in a manner acceptable to the provider. Under no circumstances shall any acts be taken by any Lot Owner which unreasonably degrade or impair the rights possessed by any third-parties to traverse any roads or easements on or across the Property.

Section 3.12 Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, construction debris, scrap material or other refuse shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property. Garbage containers may be placed at the curb on collection days but shall be returned to an area proximate to the residence not later than 24 hours after the collection day.

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

Section 3.13 Inoperative Vehicles: No inoperative motor vehicles or parts thereof shall be permitted to be parked on any Lot except during a period in which repairs of an otherwise operable vehicle are ongoing.

Section 3.14 Signs: The only signs permitted on any Lot or improvement shall be:

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

Section 3.15 Further Subdivision: There shall be no further subdivision of Lots.

Section 3.16 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Declarant or to construct such additional Improvements as Declarant deem advisable in the course of development of the Property, so long as any Lot in the Property

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

Section 3.17 Noxious Weeds: Any Lot disturbed as a result of grading or construction shall be revegetated to at least its original state no later than one construction season after being disturbed. Additionally, each Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan or shall employ alternative measures approved by the Board.

Section 3.18 Fire Hazard Mitigation: All Lots shall be maintained in accordance with the Wildland-Urban Interface Fire Code, as it now exists or may be subsequently modified. Should the Owner fail to do so then, after thirty (30) days' prior written notice to the Owner, the Board shall have the authority to perform the necessary work and collect all expenses or fees related thereto as a limited assessment. Pursuant to Section 5.2 herein and the powers granted to the Association in the Association Bylaws, the Association reserves the right to adopt additional Rules and Regulations regarding fire mitigation measures to be employed on the Lots, including such measures as may be recommended by the McCall Fire Protection District. The Association shall be responsible for maintaining the pond depth and dry hydrant located at the southwest corner of the pond.

Section 3.19 Parking on Subdivision Roads: Parking on Subdivision roads shall not be allowed except in unusual situations, such as during the construction of a home on a Lot, during a special social event held by an Owner, or when construction activities do not allow use of a driveway. These exceptions notwithstanding in no case shall any parking on a Subdivision road which interferes with road maintenance, including snow clearing, or the free and safe use of the road by other Lot Owners, guests and invitees be allowed.

Section 3.20 Water Rights and Easements: Owners shall be entitled to drill one functioning well on their Lot for domestic, potable water use. Surface water rights, for irrigation or otherwise, will be conveyed with each Lot.

Section 3.21 Wood Burning Devices: Pursuant to Valley County Conditional Use Permit No. 23-02 Conditions, no more than one wood burning device shall be allowed per Lot.

Section 3.22 Lot Addressing: Owners shall be responsible for placing the County approved address for their Lot at the mouth of their driveway and on their residence.

Section 3.23 Flags: Not more than one flag, which shall be the American flag, shall be displayed on any Lot. The flag shall be not greater than 4 feet x 6 feet in size.

Section 3.24 Snow Machines, Motorcycles, and All Terrain Vehicles: All terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may be operated within the Subdivision, not to exceed posted speed limits and operated in a safe manner..

Section 3.25 Hunting, Discharge of Firearms: No hunting or discharging of firearms shall be allowed within the Subdivision.

Section 3.26 Storage of Owners' Vehicles and Equipment: All Owners' automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment shall be parked/stored in a garage or other enclosed building, or in an area which is reasonably screened from view from other Lots or roads within the Subdivision in a manner which has been approved by the ACC; provided, the parking of such vehicles or equipment in view of other Lots or roads for any period of less than ten (10) continuous days within any thirty (30) day period shall not violate this covenant.

Section 3.27 McCall Airport: Owners acknowledge that the Subdivision is approximately 1.5 miles from the southern end of the runway at the McCall airport and is within both the Horizontal and Approach Surfaces for the McCall Airport. Owners acknowledge that, as a result, Owners' quiet enjoyment of their Lots and Residences may be impacted by noise associated with planes approaching and/or taking off from the Airport. Owners are encouraged to include such soundproofing in the construction of their Residence as they deem necessary and appropriate. By accepting a deed to their Lot, Owners waive and release the City of McCall from any claims related to or regarding impacts on an Owners' quiet enjoyment of their Lot or Residence which might be caused by the Airport, as currently configured and operated.

ARTICLE 4 - ASSOCIATION OPERATION

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

Section 4.2 Membership: Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such person to perform some

or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Association Documents.

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

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

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

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

Section 4.7 Declarant' Transfer of Control of Association: Declarant' 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 Declarant to the President or Secretary of the Association of the Declarant' intention to terminate its right to control the Association and appoint the majority of the Members of the Board of Directors; or,

B. Upon that date which is sixty (60) days after all Lots have been sold to persons other than Declarant.

Such event is herein called the “**Transfer of Control**” and such date is herein referred to as the “**Transfer of Control Date**”.

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

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

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

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

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

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

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

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

Section 5.3 Duties of the Association: In addition to duties reasonably necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws and without, in any way, limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

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

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

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

D. Duty to Maintain Exterior Fences: The Association shall be responsible for the repair, maintenance and, as necessary, replacement of the Subdivision's exterior boundary fences.

ARTICLE 6 – ARCHITECTURAL CONTROL

Section 6.1 Purpose and Theme of Controls: It is the desire of the Declarant that design controls be implemented for all buildings, structures and Improvements to insure that the overall excellence of the Community shall be maintained throughout its development. To this end, an Architectural Control Committee (hereinafter referred to as the "ACC" or the "Committee") will be established pursuant to Section 6.2 of this Article 6 to guide the site development and design of all structures and to aid the residential home builders to discover the opportunities and limitations of their building sites. All of the residential Improvements will be encouraged to offer a diversity of types, sizes and styles of architecture and yet will be required to conform to a total visual homogeneity.

The discretion hereinafter invested in the Committee will be exercised towards the end that high standards of workmanship and quality of materials will be maintained throughout the Community and that all Improvements will be in harmony with and complement the natural landscape, topography and flora, as well as other Improvements in the Subdivision.

The architectural theme for the Development has been directed at establishing compatibility between well designed buildings and the natural environment, fulfilling the expectations of visitors as a retreat to the mountains and lakes, respecting the historic precedent of mountain buildings and resort communities in the American West and utilizing energy conservation applications, when possible.

Section 6.2 Architectural Guidelines:

A. **Grading:** Grading requirements resulting from development shall be designed to blend into the natural landscape. Cuts and fills should be feathered into the existing terrain, within the property boundary. Retaining walls and cribbing should utilize natural materials such as wood timbers, logs, rocks and textured board formed or color tinted concrete. Slope of the cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities, but in any case should be limited to a maximum of 2:1 slope.

All proposed Grading, cuts and fills shall be depicted either on the Site Plan or on a separate Grading Plan that demonstrates compliance with these Guidelines, the Plat, and the Valley County Land Use and Development Ordinance. Setbacks provided herein must be flagged on the Lot prior to commencement of construction. The ACC shall have the right to require a separate Grading Plan, if deemed necessary to assure compliance with these Guidelines.

B. **Accessory Structures:** Detached garages, barns, outbuildings and storage sheds shall be allowed if in conformity with the provisions of these Guidelines, the Declaration and the Valley County Land Use and Development Ordinance. Garages, storage sheds, patio covers, and all other structures shall be constructed of, and roofed with, the same or compatible materials, and with similar colors and design, as the residence on the Lot, or as otherwise approved by the Architectural Control Committee.

C. **Set Backs:** Minimum setbacks shall be as provided in the Valley County Land Use and Development Ordinance; provided:

(1) No Structure shall be placed within the front one-third of any Lot (i.e. within the area which is one-third of the depth of the Lot from the adjoining Subdivision road.

(2) Building setbacks from the Pond shall be as depicted on the Plat.

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

E. **Utilities:** All trunk utility lines and pipes at McCall Landing are underground. Connections from trunk lines to individual structures must also be underground. Propane tanks shall be placed underground or in structures which screen the tank from surrounding Lots.

F. **Exterior Mechanical and Electrical Equipment:** All outdoor utility tanks, metering devices, transformers and other similar devices shall be concealed from the view of public spaces and neighboring properties.

G. **Driveways:** Driveways within site boundaries and connecting to the paved portion of any street (including the construction of any culverts, landscaping, maintenance and snow plowing that may be necessary) are the responsibility of the owner. Driveway shall be asphalt only and parking surfaces shall be asphalt, concrete, unit pavers, cobbles, gravel or other all-weather surfaces which are approved by the ACC.

H. **Garages:** Any home built on a Lot shall include an attached or detached garage with space for at least two cars.

I. **Building Height Limitations:** Building heights shall conform to the restrictions contained in the Ordinance.

J. **Roofs:**

(1) **Roof Pitch:** All major roofs shall have pitches not less than 4:12 and not greater than 12:12. Major roof forms shall be restricted to gable and hip type roofs. Secondary roof forms attached to the major building form may be shed roofs with pitches not less than 3:12.

Pedestrian and vehicular areas shall be protected from roof snow shedding where roof pitches exceed 6:12. This can be accomplished through secondary roofs, snow clips and snow fences on roofs.

(2) **Roof Forms:** Generally, dormers should be relatively small in proportion to the overall scale of the roof. They should be gable, hip or shed forms. Other roof forms may be acceptable with approval of the ACC. This type of request should be made prior to the Final Design submittal to avoid possible rejection after unnecessary expenditures of time and money.

(3) **Roof Materials:** Roof surfacing materials are an important means of blending the new construction into the existing character of the site. As careful selection of these materials may help to relate the buildings to their surroundings, the wrong color or texture may make the building garish or distracting. The roofing material choice should be based upon roof slope, roof assembly, and climate, with the objective to blend the roof into its surroundings in a functionally appropriate fashion.

Roof materials shall be nonflammable materials (e.g. non-reflective metal, tile, fiberglass shingles, fire retardant wood shingles or shakes). No galvanized metal roofs shall be allowed. Metal roofs shall be of earth tone colors which are compatible with the Property. Owners desiring to use non-metal roofs must demonstrate to the Architectural Control Committee that the desired material is fire resistant. Due to continuing changes in technology, the ACC may expand the list of permissible materials from time to time. Tile colors shall be brown-gray and should have a weathered appearance. Colored metal roofing may also be used, but must be dark, earth tone colored, and matte finished. If a steel or aluminum metal roof is used, it must be color coated with a color approved by the ACC.

It is suggested that cold roof design be used for roofs over heated interior spaces to avoid ice damage to the roofs and eaves. All roof flashing and appurtenances shall be of a painted or coated color harmonious with the roof and upper wall surfacing. No roof murals will be permitted.

Roofs shall have a Class A roof covering or a Class A roof assembly, as provided in the Urban-Wildlands Interface Fire Code. For roof coverings where the profile allows a space between the roof covering and the roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

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

L. Window Casings and Windows: Approved finishes are natural, stained, painted or clad. Due to continuing changes in technology, the ACC may expand the list of permissible materials from time to time. Exterior window trim shall relate to other building materials, either heavy wood or masonry. The use of headers and sills, designed integrally with the wall, is required. Colors for exterior window casings and trim must be complimentary to the colors of the remainder of the home and shall be approved by the ACC.

Windows may be constructed of vinyl, wood, or wood covered with color-fast vinyl or aluminum. Metal windows are discouraged, but they may be used with an approved finish.

Windows shall be used in combinations to avoid large uninterrupted glass areas. Windows shall have a double or triple glazing. No uninterrupted glass area shall exceed 50 square feet unless in conjunction with smaller window units. To minimize visibility and reflection, it is important to locate large expanses of glass beneath adequately-projecting overhangs, balconies or porches.

M. Lighting: Exterior lighting fixtures shall comply with the Ordinance, should provide lighting for safety and protection, and shall not shine into a neighbor's home. No bare bulbs or lamps are allowed, and all light fixtures should have appropriate shields

or housing, preferably of indirect light sources. For instance, flood lights and other similar bright lights shall not be allowed; and all lighting shall be shielded, directed downward, and in compliance with the standards contained in the Ordinance. Christmas lighting may be placed for a period of not greater than thirty (30) days prior to Christmas and fifteen (15) days after.

N. **Chimneys, Flues and Roof Vents:** Chimneys and flues shall be designed in such a manner so as not to cause fumigation of ground level areas or adjacent buildings during down-slope wind conditions.

Vents, flues and spark arresters shall not be exposed galvanized pipe, but rather attempts shall be made to group and conceal them from public view. Enclosing them in forms compatible with the structure can do this. Fire resistant sheetrock installed around the interior of any chimney chase is encouraged. Wood, stucco, concrete, and masonry finished flues are permitted. A flat top is preferred, and a side vent for the flue is recommended. Unfinished, exposed metal or masonry block chimneys shall not be permitted unless part of an overall pleasing architectural style.

O. **Foundations:** Foundation walls shall not be exposed for more than 12" in a vertical direction, unless they are faced with plaster or rock as delineated in the section on Exterior Walls, or unless written approval is obtained from the ACC for exposed foundation walls. Such visually exposed concrete or block masonry foundations shall be stained or textured as well as heavily landscaped with bushes, shrubs or evergreens, as required by the ACC.

P. **Exterior Service and Storage Areas:** Areas shall be provided for trash containers, utility tanks, storage of patio furniture, and maintenance and recreational equipment. These areas shall be screened from the view of the public and adjacent property owners. Trash containers shall be inaccessible to wildlife. Walls enclosing these areas shall be compatible with the materials and integral with the form of the residence.

Q. **Dog Runs:** Fenced dog runs are not permitted without prior ACC review and approval. Underground electrical enclosure devices are encouraged.

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

S. **Landscaping:** The predominant goal of McCall Landing is to maintain, enhance, and preserve the existing natural beauty of the area and the site integrity of the individual home sites, while allowing diversity in the home and landscape designs.

To reach this goal, extensive landscaping is not required nor encouraged, yet landscaping must be executed and maintained in a way as to present a neat and pleasing appearance to all off-property views.

Formal landscaping shall not exceed 25% of the lot size, the balance of the landscaping should be less formal and require less water.

In order to integrate new and potentially more formal landscaping into the existing surroundings, new landscaping should transition from the new areas to the existing in three distinct zones:

- the area adjacent to the buildings within the area of disturbance which may possess more intense and formal plant material;
- a true “transition” zone blending the native and non-native plants;
- the natural area (i.e. outside the Building Envelope), consisting of existing or “native” plant material.

The “natural” area is the most sensitive of the areas, and wherever possible and practical border all roadways, property lines, wetlands, waterways, paths, open amenities, and other common areas.

While every new home in the Subdivision should seek to minimize the impact of construction on the existing landscape, some disturbance of the site is inevitable. Correcting damage done in the construction process will require re-vegetation; and this should, to the greatest extent possible, recreate the earlier character of the site, using indigenous plants and trees native to the site. New plantings should blend in with the existing natural landscape so that several years hence, all traces of the disruption will have disappeared.

Landscaping should have the least possible impact on the water resources. As any valuable natural resource, water should not be used in a wasteful manner. Continuous irrigation in the dry months is to be discouraged, and the choice of planting materials should make it possible, once the plant material is established, for such irrigation to be minimized.

T. **Modifications to Guidelines:** Due to continuing changes in technology and architectural design styles and techniques, the Board shall have the authority to modify the guidelines contained in this Section 6.2 from time to time.

Section 6.3 Architectural Control Committee: No building, fence, wall, structure or other improvement shall be commenced, erected, altered, placed or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee, which shall be composed of the Board of Directors.

Section 6.4 Documentation Required for Architectural Approval: No structure or improvement shall be considered or approved by the Committee until the parcel owner has submitted the following information to the Committee:

- A. Two (2) sets of plans and specifications for the proposed Improvements;
- B. A site plan of the lot showing the location of all existing and proposed Improvements, and which also identifies the location, size and type of all trees proposed to be removed;
- C. Drawings showing all exterior building elevations;

D. A schedule of exterior materials and colors to be used on the proposed improvement; and,

E. The owner's proposed construction schedule.

Section 6.5 Basis for Approval or Disapproval: The Committee shall give its approval for the requested improvement only if:

A. The owner or applicant shall have strictly complied with the requirements of this Article 6;

B. The Committee finds that the plans and specifications conform to the requirements of this Declaration, and furthermore that the owner or applicant is in compliance with all of the provisions and requirements of this Declaration in its entirety; and,

C. The Committee, in its sole and reasonable discretion, finds that the proposed improvement is compatible with the theme of this Development and with the purposes and intent of this Declaration as a whole as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

The Committee may waive submission of plans and specifications for approval where minor construction or a minor addition to an existing structure is involved which does not appear to materially affect the Development.

Section 6.6 Form of Approval or Disapproval:

A. All approvals given under Section 6.5 shall be in writing; provided, however, that as to any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Committee, such approval will not be required and the provisions of this Section will be deemed to have been fully complied with. For a submittal which in the judgment of the Committee requires review by an independent architect, the aforesaid approval period may be extended by the Committee to Sixty (60) days.

B. In disapproving any plans and specifications or other documents the Committee shall specify, in writing, the deficiencies it has relied upon in rendering such disapproval and shall give the applicant the right and opportunity to resubmit his plans and specifications or other documents in amended form. The Committee shall thereafter reconsider such documents as if they were being submitted for the first time.

C. One set of plans and specifications as finally approved or disapproved shall be retained by the Committee as a permanent record.

D. Nothing contained in this Section shall be deemed to relieve the owner of any parcel from complying with all of the provisions of this Declaration or with the provisions of all applicable building codes, zoning regulations, or other governmental regulations or laws governing the lands within this development

Section 6.7 Arbitration: In the event an owner or applicant disputes the decision of the Committee, said dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the Committee and the owner or applicant mutually agree otherwise. The Arbitrator shall be governed and guided in their decision by this Declaration. The award rendered by the Arbitrator shall be final, non-appealable and binding upon the parties, to the same extent as if it had been finally rendered by a court of proper jurisdiction. The owner or applicant shall file demand for arbitration with the Committee and with the American Arbitration Association. Such demand shall be made within a reasonable time after the dispute in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings on such dispute would be barred by the applicable statute of limitations. The cost of arbitration shall be divided equally between the parties, unless the Arbitrator finds that one party has prevailed in arbitration. In such case, the non-prevailing party shall pay the cost of arbitration, which shall be limited to the Arbitrator's fee.

Section 6.8 Proceeding with Work: Upon receipt of approval from the Committee or approval being rendered by inaction of the Committee, as aforesaid, the owner shall, as soon as practicable, satisfy all the conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations authorized by such approval, said commencement to be in all cases within one (1) year from the date of such approval. If the Owner shall fail to comply with this Section, the approval given pursuant to Sections 6.5 and 6.6 shall be deemed revoked, unless the Committee upon written request of the Owner made prior to the expiration of said one (1) year period extends the time for such commencement. No such extensions shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

Section 6.9 Completion of Construction: The Owner shall complete all exterior elements of the construction within eighteen (18) months after the commencement of construction thereof; except, and only for so long, as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, acts of God, unusual wintertime conditions, actual inability of the owner to procure deliveries of necessary material, or by other forces or persons beyond the control of the Owner; and, except as otherwise permitted by the Architectural Control Committee in writing. Financial inability of the Owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond his control. For the purposes of this Section 6.8, "Commencement of Construction" for new Improvements is defined as the obtaining of the necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. Under no circumstances shall the aforesaid eighteen (18) month completion deadline be extended for more than one (1) additional year, except upon a vote of a majority of the members who are present or represented by proxy at a duly noticed membership meeting at which a quorum is present.

Section 6.10 Failure to Complete Work: Any construction which is not completed in a good and workmanlike manner, or in substantial conformity to the plans and specifications

approved for it by the Committee, within the time limits provided by this Article, and where such failure is not excused by the provisions hereof, shall be deemed a nuisance, and the Board shall have the right, at its sole option, to enter upon the premises and to have such incomplete construction removed, after providing prior notice to the Owner and following the process prescribed by Idaho Code §55-3206 for the collection of fines. In such case, the costs and expenses incurred in such removal shall constitute a lien upon the property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in removing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

Section 6.11 Variances: Upon written request from an Owner, the Board may grant a variance from any of the provisions of Article 3, except those limiting land use in the Subdivision to single-family residential uses, or this Article 6, as follows:

A. The request shall be submitted to each Board member and must explain the precise nature of and reasons for the requested variance.

B. At least fifteen (15) days prior to the Board's review of the variance request, at the Applicant's expense, written notice of the request and the time and place at which the Board will consider the request shall be mailed, via certified mail, to all record Owners of Lots in the Subdivision;

C. The Board's review of the request shall be open to all Owners, who shall be entitled to comment;

D. The request shall be denied unless the Applicant establishes compelling reasons for the request. Neither the cost of compliance with these Covenants, nor the convenience of the Applicant shall in and of themselves be grounds for a variance;

E. If a Committee review of building/improvement plans involves a variance request, then the thirty (30) day time frame contained in Section 6.6(A) above shall be extended to sixty (60) days; and,

F. The decision of the Board can be overruled or modified only by a vote of sixty-seven percent (67%) of those Owners who are present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such decision, at which a quorum is present.

Section 6.12 Enforcement: The provisions of this Declaration may be enforced by Declarant, by a Successor Declarant, by the Board, or by any Lot Owner. The prevailing party in such enforcement action shall be entitled to recover his/her fees under Section 10.9. In addition, to specific enforcement judicially, the Board shall be entitled to impose a fine for violations of this Declaration of not to exceed \$5,000.00 per incident or \$100.00 per day, in the case of a continuing violation, after following the procedures prescribed by Idaho Code §55-3206. The fine may be assessed only against the Owner, and only if the violator is the Owner or a member of the Owner's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Owner. In the case of a continuing violation, the fine may not be assessed unless the Owner has failed to

abate the violation within the time allowed therefor by the Board in written notice to the Owner. In the case of a single incident, the fine may not be assessed unless the Owner has received at least one prior written notice from the Board that the violation may subject the Owner to fine(s). Fines imposed pursuant to this Section may be collected as provided in Section 9.11 A and B below. Non-payment of assessments shall not subject an Owner to fines; rather, the remedy therefore shall be as provided in Article 9, below. The Board shall have the authority to establish and periodically modify a schedule of fines; provided, the failure to do so shall not invalidate or compromise the Board's powers under this Section 6.12.

Section 6.13 Fees, Consultants: The Committee shall have the power, at its sole discretion to employ professional consultants as necessary to assist and advise the Committee in its review of plan submittals and ongoing construction projects. The Committee shall establish and from time to time review and modify as necessary a Fee Schedule to fund its activities. Committee members shall not receive compensation for their service on the Committee.

ARTICLE 7 - EASEMENTS

Section 7.1 Easement for Roads and Driveways: All Subdivision roads shall be private roads and are dedicated for the use of the Owners of the Lots accessed thereby, as well as their families, guests and invitees. Declarant 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 the Subdivision roads and road rights-of-way. If Declarant elects to retain ownership of the Subdivision roads and rights of way, the Association shall nonetheless assume sole responsibility for the maintenance, repair and upkeep of the Subdivision roads and road rights-of-way.

Section 7.2 Easements to Serve Additional Property: The Declarant hereby reserve for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over any roads, streets or drives depicted on any Plat of any portion of the Property, for the purposes of access to adjoining property which may now or later be owned by Declarant. This easement includes, but is not limited to, a right of ingress and egress over the said Subdivision roads for construction of roads and for connecting and installing utilities on such adjoining property. Declarant agree that it and its successors or assigns shall be responsible for any damage caused to the Subdivision roads as a result of vehicular traffic connected with development of such adjoining property. Declarant further agree that if this easement is exercised for permanent access to such adjoining property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share in the cost of maintenance of any Subdivision road serving such adjoining property.

Section 7.3 Easement Related to Adjoining Parcels: By purchasing a Lot in the Subdivision, all Owners acknowledge that the adjoining parcels outside of the Subdivision which front State Highway 55 (the "**Adjoining Parcels**") may be devoted to commercial and/or residential uses. The owners and lessees of the Adjoining Parcels, and their respective successors and assigns, shall have the right to manage and develop their properties according to such covenants, conditions, rules and regulations as may be established by Declarant and the owners of the Adjoining Parcels in their sole discretion. All Owners further acknowledge and accept that the

ultimate land uses on the Adjoining Parcels may cause impacts on the Lots in the Subdivision and an Owner's expectation as to the quiet enjoyment thereof, including but not limited to light, noise and traffic impacts. All Owners shall purchase their Lot with this knowledge, and, upon their purchase of a Lot, shall be deemed to have accepted, approved, and waived any and all claims regarding such impacts. An easement in favor of Declarant and the owners of the Adjoining Parcels for all noise, light, traffic and other impacts from the Adjoining Parcels shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within the Subdivision is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 7.4 Declarant' Reservations:

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

B. Declarant hereby creates and reserves to itself 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 all Subdivision roads, rights-of-way and easements for use of all or part of such areas for utility lines (ex: telephone, electricity, cable television, gas), for water and waste water lines, for drainage, for ingress and egress and for other similar or dissimilar facilities and purposes, and for any one or more such purposes.

C. Declarant reserves utility easements as depicted on the Plat.

D. Declarant reserves to itself until the Transfer of Control Date, the right to place excavated material on any unsold Lot.

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

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

Section 8.1 Period of Declarant' Rights and Reservations: In addition to those easements and rights reserved by Declarant in Article 7 above, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Association properties. The rights and reservations reserved above and hereinafter set forth shall be deemed

accepted and reserved in each conveyance of the Property by Declarant, or either of them, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Property is conveyed by Declarant, 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 Declarant' written consent, be modified, amended or rescinded or affected by any amendment of the Association documents. Declarant' consent to any one such amendment shall not be construed as consent to any other amendment. Declarant' said rights shall survive the Transfer of Control Date.

Section 8.2 Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, or any other other rights granted to Declarant in this Declarationn, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant' aforesaid rights, and whom the Association shall notify as required by this Declaration.

Section 8.3 Annexation, Further Subdivision: Declarant may unilaterally annex into the Property and, thereby, subject the following to the provisions of this Declaration part of or all of the Adjoining Parcels (the "**Annexed Property**"). Declarant may assign this right to annex property, provided that the assignee is the owner of or has an equitable interest in the Annexed Property and provided that such assignment is memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop the Adjoining Parcels in any manner whatsoever; and, by accepting a deed to a Lot, the owners thereof waive any claim to the contrary.

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

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

ARTICLE 9 - ASSESSMENTS

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

A. **Assessment Constitutes Lien:** Such Assessments and charges together with interest at a rate established by the Board, costs and reasonable attorneys fees which may

be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

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

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

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

A. Repairs and maintenance of the Subdivision roads and rights-of way and landscaping or drainage features and facilities within such roads, rights-of-way or easements within or appurtenant to the Property;

B. Expenses of the management of the Association and its activities;

C. Taxes and special assessments upon the Association's real and personal property;

D. Premiums for all insurance which the Association is required or permitted to maintain;

E. Common services to Owners as approved by the Board;

F. Legal and accounting fees for the Association;

G. Any deficit remaining from any previous assessment year; and,

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

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

Section 9.5 Regular Assessment Procedure:

A. The Association's Board of Directors shall set the total annual regular assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary First Class Mail, or otherwise, delivered to all Owners by no later than December 1 of the current budget year (i.e. to take effect on January 1 of the next assessment year). The budget shall take effect on January 1 of the assessment year to which it applies.

B. The Board shall cause to be prepared, delivered, or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments of regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. Regular assessments shall be applicable to all Lots, subject to the rights of Declarant specified in Section 9.4 above. Each Owner other than the Declarant shall become responsible for the regular assessment on a Lot as of the date the Lot is transferred to such owner. The first annual regular assessment for each Owner shall be adjusted according to the number of months remaining in the year. A Regular Assessment "Setup Fee" of \$250 shall be payable at the closing of a transfer of a Lot, commencing with the first transfer from Declarant, to mitigate the administrative costs incurred by the Association associated with the transfer. Thereafter, the Setup Fee shall be a joint and several liability of the Seller and Purchaser of the Lot.

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

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

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

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

Section 9.10 Notice of Default and Acceleration of Assessments: If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner by registered or certified mail. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of the mailing of the notice by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in the

foreclosure of the lien for assessment against the Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys fees, costs and related expenses and to pay a reasonable late charged to be determined by the Board.

Section 9.11 Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

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

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

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner;
3. The legal description of the Lot against which claim of lien is made;

4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and,

5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any Title Company authorized to do business in Idaho as Trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot.

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

ARTICLE 10 - GENERAL PROVISIONS

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

Section 10.2 Enforcement: The provisions of this Declaration may be enforced by Declarant, by a Successor Declarant, by the Board, or by any Lot Owner. The prevailing party in such enforcement action shall be entitled to recover his/her fees under Section 10.9. In addition, to specific enforcement judicially, the Board shall be entitled to impose a fine for violations of this Declaration of not to exceed \$5,000.00 per incident or \$100.00 per day, in the case of a continuing violation, or in such different amounts as shall be established from time to time by the Board in Rules and Regulations. The fine may be assessed only against the Owner, and only if the violator is the Owner or a member of the Owner's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Owner. In the case of a continuing violation, the fine may

not be assessed unless the Owner has failed to abate the violation within the time allowed therefor by the Board in written notice to the Owner. In the case of a single incident, the fine may not be assessed unless the Owner has received at least one prior written notice from the Board that the violation may subject the Owner to fine(s). Fines imposed pursuant to this Section may be collected as provided in Section 9.11 A and B above. Non-payment of assessments shall not subject an Owner to fines; rather, the remedy therefore shall be as provided in Article 9, above. The Board shall have the authority to establish and periodically modify a schedule of fines; provided, the failure to do so shall not invalidate or compromise the Board's powers under this Section 10.2. The above provisions notwithstanding, no fine shall be assessed unless and until the following process has been followed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MCCALL LANDING LLC

By: _____
JEREMY SANDS, Managing Member

STATE OF IDAHO,)

County of Valley. (ss.)

On this _____ day of _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared Jeremy Sands, known or identified to me to be the Managing Member of McCall Landing LLC, and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

**DECLARATION OF INSTALLATION OF UTILITIES
FOR MCCALL LANDING SUBDIVISION
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **McCall Landing, LLC**, an Idaho limited liability company, ("**Declarant**"), that is the owner of certain lands located in Valley County, Idaho, which are platted as the McCall Landing Subdivision.

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

WHEREAS, Declarant is the 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 in McCall Landing Subdivision, the schedule for completion of such utilities, and the entity with responsibility for construction of such utilities.

NOW, THEREFORE, Declarant hereby state and declare as follows:

1. **Sewage Disposal:** Sewage disposal shall be supplied by means of an individual septic/drain field system, the installation and maintenance of which shall be the sole and exclusive responsibility of Owners of Lots in McCall Landing Subdivision. Permits for such individual septic/drain field systems shall be required from the Central District Health Department.

2. **Potable Water:** Water shall be supplied by means of an individual well, the installation and maintenance of which shall be the sole and exclusive responsibility of Owners of Lots in McCall Landing Subdivision.

3. **Power:** Electrical power is being supplied to McCall Landing Subdivision by the Idaho Power Company, which is responsible for the design and construction of the McCall Landing Subdivision power distribution system. Idaho Power will be prepaid for the installation prior to Final Plat recordation. The installation is estimated to be completed by _____[DATE].

4. **Responsibility for Construction:** Responsibility for the construction cost of the utilities enumerated in paragraphs 1-3 rests with Declarant. VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

IN WITNESS WHEREOF, the undersigned Owner of the said McCall Landing Subdivision has executed this Declaration the day and year first above noted.

MCCALL LANDING, LLC

By: _____
JEREMY SANDS, Manager

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

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared **Jeremy Sands**, known or identified to me to be the Manager of **McCall Landing, LLC**, and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

SENT VIA EMAIL

July 6, 2023

Parametrix No. 314-4875-001 Task 02.111

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

Re: McCall Landing – Roadway, Grading, and Stormwater Improvements Plans and Stormwater Drainage Report

Dear Cynda:

We have reviewed the above referenced documents against the current Valley County (VC) standards. Per our review and in coordination with the developer's engineer, the grading and drainage plans and stormwater 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, P.E.

cc: Project File

Jeff McFadden, Valley County Road Department

Anthony Dini, PE, Crestline Engineers

inspire people inspire solutions making a difference