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ATTORNEYS AT LAW

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AMY N. PEMBERTON

EMAIL: [REDACTED]

TELEPHONE [REDACTED]

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September 12, 2023

Via email [cherrick@co.valley.id.us](mailto:cherrick@co.valley.id.us)

And via personal delivery

Cynda Herrick  
Valley County  
Planning and Zoning Director  
PO Box 1350  
Cascade, ID 83611

Re: Jug Mountain Ranch PUD Phase 3B – Final Plat  
CUP 22-55 (Amended CUP 21-40)

Dear Cynda:

Please find enclosed the original plus ten copies of the following with regard to the Final Plat for Jug Mountain Ranch PUD Phase 3B:

1. Jug Mountain Ranch Planned Unit Development Phase 3B Final Plat
2. Declaration of Roads
3. Declaration of Utilities
4. Supplemental Declaration for Phase 3B
5. Deed to transfer title to the Phase 3B property to Jug Mountain Ranch LLC immediately prior to recording the Final Plat

The Final plat conforms substantially to the amended preliminary plat as approved pursuant to CUP 22-55 (Amended CUP 21-40), which CUP was recorded with the Valley County, Idaho Recorder as Instrument No. 455628 on February 22, 2023.

The Conditions of Approval have or will have been satisfied at or prior to review by the Valley County Commissioners. Following are some additional notes in this regard:

1. Prior to proceeding to the Board of County Commissioners, all utilities will be installed, and roads will be completed to a gravel surface. The cost to pave the roads will be prepaid to the provider.
2. One of the lots did not receive approval for a septic system based upon high groundwater. Crestline engineers will work to obtain alternative options for this. If not resolved prior

to review of the final plat by the Board of County Commissioners, the applicant proposes to record the plat with sanitary restrictions on that one lot, and then have the restriction removed once septic approval is given for the lot.

3. The applicant previously met with the with the Board of County Commissioners with regard to the Road Development Agreement, however resolution was deferred pending additional investigation. The applicant proposes to review the RDA again with the County Commissioners to resolve the matter at the same time that they review the Phase 3B Final Plat.
4. The Shared Access Agreement is included in the Supplemental Declaration for Phase 3B, at Section 6.3.
5. All conditions of approval related to items to be included in the CC&Rs are included in the Supplemental Declaration for Phase 3B, the previously recorded General Declaration for Jug Mountain Ranch, and/or the Design and Development Guidelines for Jug Mountain Ranch.

If you have any questions or need any additional information regarding this application, please let me know.

Best regards,



AMY N. PEMBERTON

Enclosures

# JUG MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT PHASE 3B

Located in the S 1/2 of the SW 1/4 of Section 6, T.17N., R.4E., B.M.  
Valley County, Idaho

## NOTES:

1. All roads and road rights of way depicted on this Final Plat are private; and, after completion of the private roads, such roads will be owned and maintained by the Jug Mountain Ranch Association, as is further provided in the Private Road Declaration, which is being recorded concurrently with this Final Plat with the Office of Recorder of Valley County, Idaho, as Instrument Number \_\_\_\_\_.

2. Utilities will be completed as provided in the Declaration of Installation of Utilities, which is being recorded concurrently with this Final Plat with the Office of Recorder of Valley County, Idaho, as Instrument Number \_\_\_\_\_.

3. All properties shown on this Final Plat are subject to and governed by the provisions of the General Declaration for Jug Mountain Ranch, the Supplemental Declaration for Jug Mountain Ranch Phase 3B, and the Articles of Incorporation and Bylaws for Jug Mountain Ranch Association, Inc., which are recorded with the Valley County, Idaho Recorder as Instrument Nos. 313721, \_\_\_\_\_, 283342, 416581, 458981, and as the same may be amended.

4. All properties shown on this Final Plat are subject to and governed by the Jug Mountain Ranch Design and Development Guidelines and the Jug Mountain Ranch Rules and Regulations, as may be amended or supplemented.

5. All properties shown on this Final Plat are subject to and governed by the provisions of Conditional Use Permit No. 22-55, Jug Mountain Ranch Phase 3B (Amended CUP 21-40), and by the provisions of Conditional Use Permit No. 04-35, for Jug Mountain Ranch - Phases 2 and 3, which is part of PUD 97-1 Jug Mountain Ranch Planned Unit Development, as issued and as may be modified by Valley County, Idaho.

6. The Declarant reserves the right, without limitation, to assign its rights to any and all easements which are depicted on this Final Plat, in whole or in part.

7. All roads and road rights of way, and all Utility Easements, and all Open Space Lots which are depicted on this Final Plat, are dedicated for the use and enjoyment of the members of the Jug Mountain Ranch Association, together with their guests, invitees, and assigns, subject to the terms, conditions and reserved Declarant rights which are contained in the General Declaration for Jug Mountain Ranch and the Supplemental Declaration for Jug Mountain Ranch Phase 3B.

8. Declarant shall have the right to construct trails in any Open Space Lot or Recreation Easement, to be used for such recreational uses as the Declarant shall designate, including but not limited to the following uses: pedestrian, bicyclists, horseback riders, and skiers, subject to the terms and conditions contained in the General Declaration for Jug Mountain Ranch and the Supplemental Declaration for Jug Mountain Ranch Phase 3B.

9. Open Space Lots which are depicted on this Final Plat shall be used, managed and maintained in accordance with the General Declaration for Jug Mountain Ranch, as well as the Supplemental Declaration for Jug Mountain Ranch Phase 3B.

10. There shall be no further division of any Lot depicted on this Final Plat.

11. No additional domestic water supply shall be installed beyond the water system approved in the Sanitary Release.

12. Flood zones shown on this plat are per FEMA FIRM 16085C panel #1025 Effective February 1, 2019

Flood Zones: Zone X,

Base Flood Elevation: N/A

Flood Zones are subject to change by FEMA and all land within a floodway or floodplain is regulated by Title 9 and Title 11 of the Valley County Code.

13. 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.

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

15. Only one wood burning device is allowed on each lot.

16. Surrounding land uses are subject to change.

## SURVEY NARRATIVE

A. This Plat Amendment is filed to create 12 lots within the parent parcel as shown. The boundary of the parent parcel was determined by record documents and found monuments.

## B. Reference Documents:

Jug Mountain Ranch PUD Phase 2, Book 10 Page 45 of Plats

Jug Mountain Ranch PUD Phase 3A, Book 13 Page 52 of Plats

Jughandle Estates No. 1, Book 4 Page 2 of Plats

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	135.00	53.96	27.35	22°54'11"	S37°33'57"E	53.61
C2	35.00	25.87	13.56	42°20'57"	N47°17'19"W	25.28
C3	85.00	92.19	51.22	62°08'30"	S37°23'33"E	87.74
C4	165.00	50.26	25.33	17°27'12"	S02°24'18"W	50.07
C5	155.00	133.22	71.04	49°14'41"	N13°29'26"W	129.16

LINE TABLE		
LINE	LENGTH	BEARING
L1	120.75	N42°07'48"E
L2	126.76	N25°10'10"E
L3	104.28	N18°40'24"E
L4	99.06	S23°50'11"W
L5	52.14	S61°04'22"W
L6	60.26	S82°53'23"W
L7	62.81	N81°00'29"W
L8	42.80	S53°06'30"E
L9	70.00	N21°32'12"E
L10	57.96	S06°19'18"E
L11	71.79	S11°07'54"W

## LEGEND

- ✚ FOUND ALUMINUM CAP MONUMENT
- ✚ FOUND BRASS CAP MONUMENT
- ⊙ FOUND 5/8" IRON PIN
- ⊙ SET 5/8" X 30" REBAR MKD LS 8577
- ANGLE POINT - NOTHING SET
- Ⓐ COMMON OPEN SPACE PARCEL

1/4 COR  
FOUND BRASS CAP  
CP&F INST. # \_\_\_\_\_



SCALE: 1" = 150'

BEARINGS BASED ON JUG MOUNTAIN RANCH  
PLANNED UNIT DEVELOPMENT PHASE 2  
BOOK 10 PAGE 45 OF PLATS, INST. #308497

SECESH ENGINEERING, INC.

McCall, Idaho

## HEALTH CERTIFICATE

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

INSTRUMENT NUMBER \_\_\_\_\_

DISTRICT HEALTH DEPARTMENT, EHS

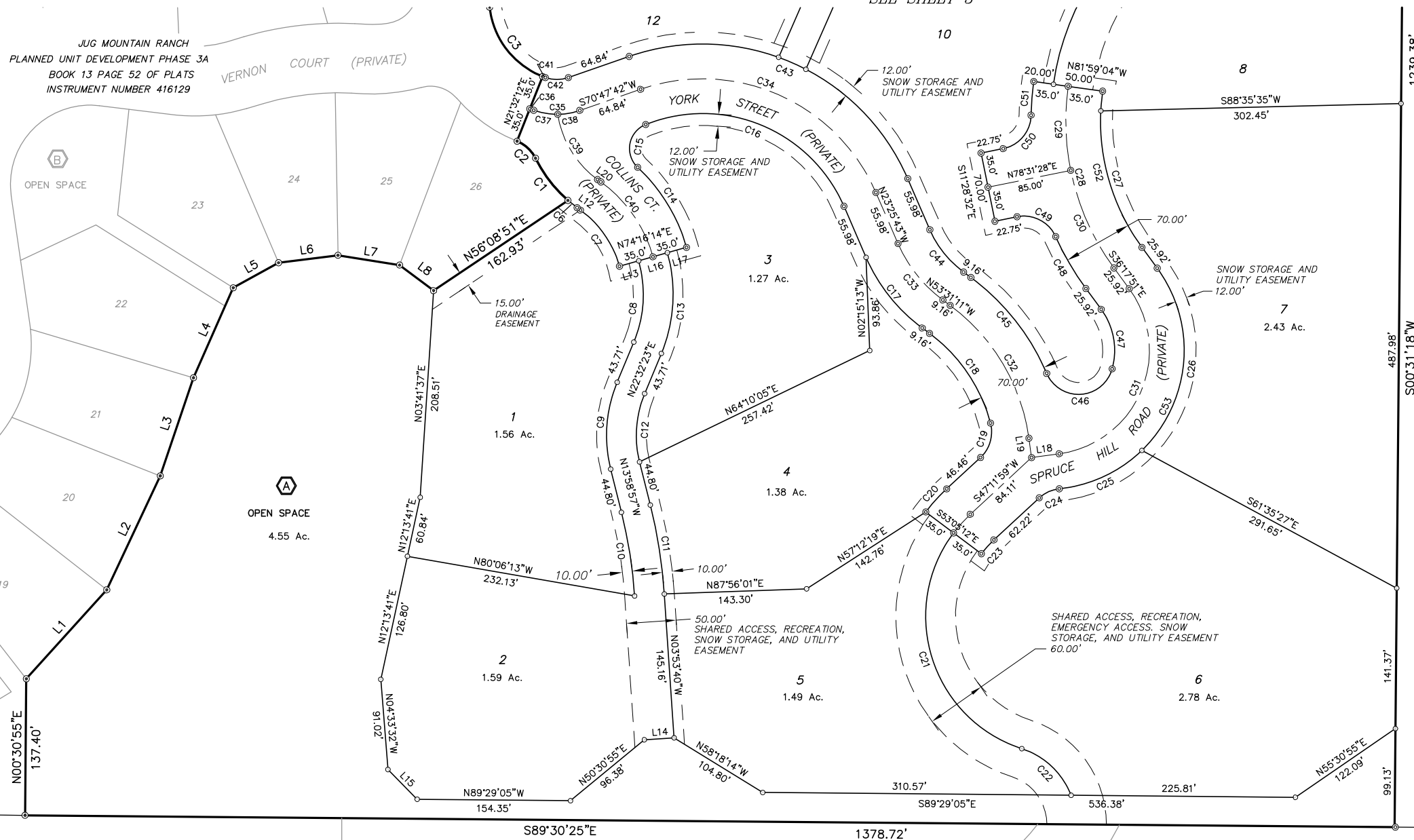
## MONUMENT CERTIFICATE

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

# JUG MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT PHASE 3B

Located in the S 1/2 of the SW 1/4 of Section 6, T.17N., R.4E., B.M.  
Valley County, Idaho

SEE SHEET 3



LINE TABLE		
LINE	LENGTH	BEARING
L1	120.75	N42°07'48"E
L2	126.76	N25°10'10"E
L3	104.28	N18°40'24"E
L4	99.06	S23°50'11"W
L5	52.14	S61°04'22"W
L6	60.26	S82°53'23"W
L7	62.81	N81°00'29"W
L8	42.80	S53°06'30"E
L12	4.15	S53°59'55"E
L13	20.00	N74°16'14"E
L14	30.00	N86°06'20"E
L15	42.00	N44°29'05"W
L16	30.00	N74°16'14"E
L17	20.00	N74°16'14"E
L18	28.17	S82°11'59"W
L19	19.70	N07°48'01"W



SCALE: 1" = 80'

## LEGEND

- ✚ FOUND ALUMINUM CAP MONUMENT
- ✚ FOUND BRASS CAP MONUMENT
- ⊙ FOUND 5/8" IRON PIN
- ⊙ SET 5/8" X 24" REBAR MKD LS 8577
- ⊙ SET 1/2" X 24" REBAR MKD LS 8577
- ANGLE POINT - NOTHING SET
- Ⓐ COMMON OPEN SPACE PARCEL

SECESH ENGINEERING, INC.

McCall, Idaho

SHEET NO. 2 OF 4

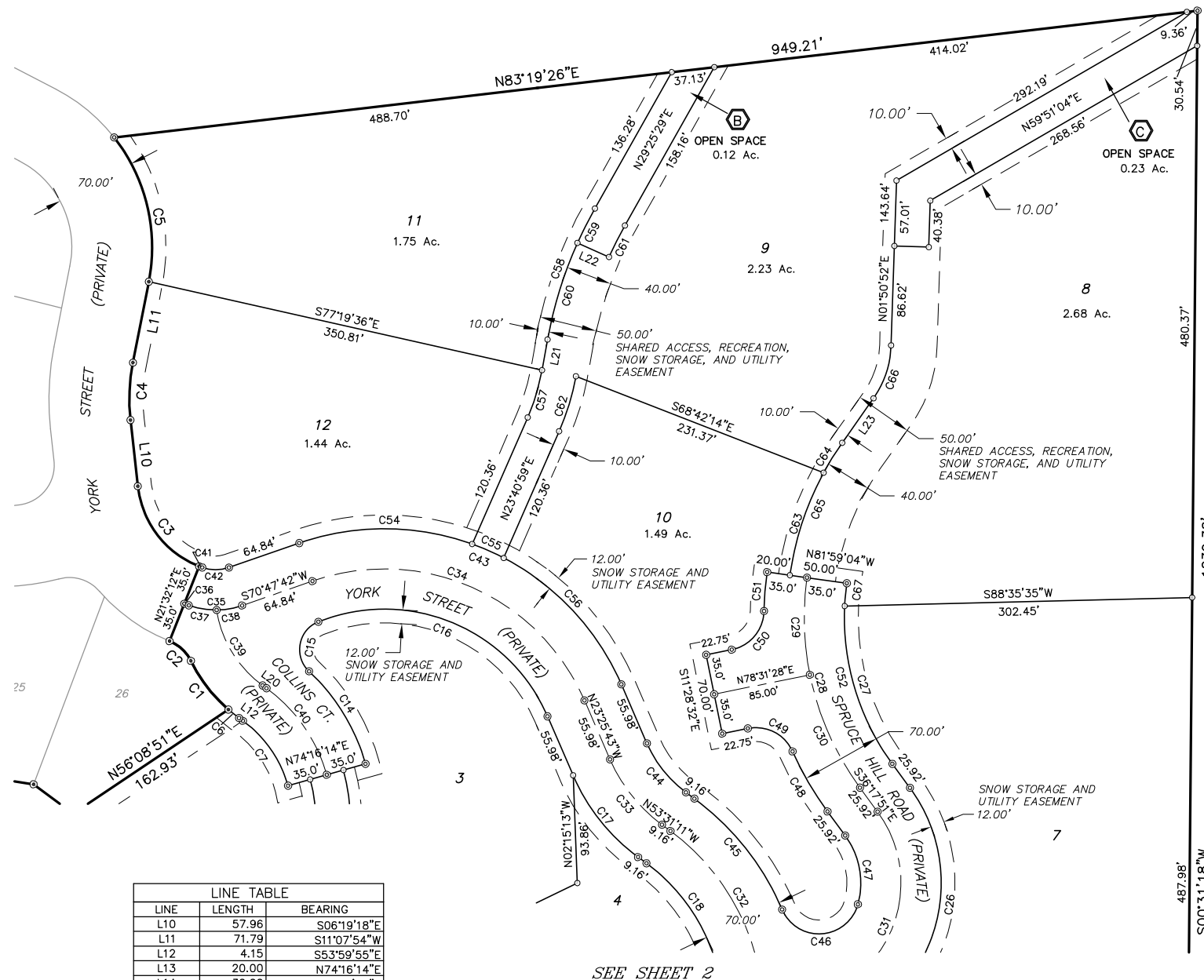
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	135.00	53.96	27.35	22°54'11"	S37°33'57"E	53.61
C2	35.00	25.87	13.56	42°20'57"	N47°17'19"W	25.28
C3	85.00	92.19	51.22	62°08'30"	S37°23'33"E	87.74
C6	135.00	11.74	5.87	4°58'53"	S51°30'29"E	11.73
C7	105.00	70.13	36.43	38°16'09"	N34°51'51"W	68.84
C8	125.00	83.49	43.37	38°16'09"	N03°24'18"E	81.95
C9	140.00	89.24	46.19	36°31'19"	S04°16'43"W	87.74
C10	485.00	85.39	42.81	10°05'17"	N08°56'18"W	85.28
C11	515.00	90.68	45.46	10°05'17"	N08°56'18"W	90.56
C12	110.00	70.12	36.30	36°31'19"	S04°16'43"W	68.94
C13	155.00	103.53	53.78	38°16'09"	N03°24'18"E	101.61
C14	175.00	95.52	48.98	31°16'28"	N31°22'00"W	94.34
C15	26.00	52.32	41.04	115°17'39"	S10°38'35"W	43.93
C16	155.00	238.82	150.42	88°16'52"	N67°34'09"W	215.89
C17	175.00	91.91	47.04	30°05'28"	S38°28'27"E	90.86
C18	165.00	111.25	57.83	38°37'55"	N34°12'14"W	109.16
C19	35.00	37.93	21.07	62°05'15"	N16°09'22"E	36.10

CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C20	175.00	31.42	15.75	10°17'12"	S42°03'23"W	31.38
C21	140.00	266.08	195.89	108°53'38"	S17°32'02"E	227.80
C22	80.00	70.67	37.83	50°36'58"	N46°40'22"W	68.40
C23	105.00	18.85	9.45	10°17'12"	S42°03'23"W	18.83
C24	35.00	22.57	11.69	36°56'58"	S65°40'28"W	22.18
C25	140.00	93.41	48.52	38°13'38"	N65°02'08"E	91.68
C26	140.00	200.90	122.17	82°13'11"	N04°48'44"E	184.10
C27	215.00	146.36	76.14	39°00'10"	S16°47'46"E	143.55
C28	250.00	193.35	101.80	44°18'47"	S14°08'28"E	188.57
C29	250.00	85.05	42.94	19°29'28"	S01°43'48"E	84.64
C30	250.00	108.31	55.02	24°49'19"	S23°53'12"E	107.46
C31	105.00	217.16	176.48	118°29'50"	N22°57'04"E	180.47
C32	200.00	159.59	84.32	45°43'10"	N30°39'36"W	155.39
C33	140.00	73.53	37.63	30°05'28"	S38°28'27"E	72.68
C34	190.00	284.45	176.49	85°46'35"	N66°19'01"W	258.62
C35	70.00	47.33	24.61	38°44'10"	S89°50'13"E	46.43
C36	120.00	4.20	2.10	2°00'20"	S69°27'58"E	4.20
C37	70.65	24.64	12.45	19°59'04"	S80°30'00"E	24.52

CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C38	70.00	22.61	11.41	18°30'32"	N80°02'58"E	22.51
C39	100.00	78.95	41.66	45°14'08"	S31°22'51"E	76.92
C40	140.00	93.51	48.57	38°16'09"	N34°51'51"W	91.78
C41	85.00	2.98	1.49	2°00'20"	S69°27'58"E	2.98
C42	35.00	23.66	12.30	38°44'10"	S89°50'13"E	23.21
C43	225.00	336.84	209.00	85°46'35"	N66°19'01"W	306.26
C44	105.00	55.14	28.22	30°05'28"	S38°28'27"E	54.51
C45	235.00	124.50	63.75	30°21'20"	N38°20'31"W	123.05
C46	35.00	86.43	100.19	141°29'14"	N86°05'32"E	66.08
C47	70.00	63.10	33.87	51°38'46"	N10°28'28"W	60.98
C48	285.00	60.62	30.42	12°11'11"	S30°12'16"E	60.50
C49	35.00	47.26	28.02	77°21'52"	N62°47'36"W	43.75
C50	35.00	47.26	28.02	77°21'52"	N39°50'32"E	43.75
C51	285.00	34.10	17.07	6°51'20"	S04°35'16"W	34.08
C52	215.00	166.28	87.55	44°18'47"	S14°08'28"E	162.17
C53	140.00	294.31	244.68	120°26'48"	N23°55'33"E	243.03

# JUG MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT PHASE 3B

Located in the S 1/2 of the SW 1/4 of Section 6, T.17N., R.4E., B.M.  
Valley County, Idaho



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L15	42.00	N44°29'05"W
L16	30.00	N74°16'14"E
L17	20.00	N74°16'14"E
L18	28.17	S82°11'59"W
L19	19.70	N07°48'01"W
L20	4.15	N53°59'55"W
L21	27.02	N10°17'44"E
L22	30.00	S65°50'41"E
L23	47.33	N35°03'45"E

CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	135.00	53.96	27.35	22°54'11"	S37°33'57"E	53.61
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C16	155.00	238.82	150.42	88°16'52"	N67°34'09"W	215.89
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C30	250.00	108.31	55.02	24°49'19"	S23°53'12"E	107.46
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C32	200.00	159.59	84.32	45°43'10"	N30°39'36"W	155.39
C33	140.00	73.53	37.63	30°05'28"	S38°28'27"E	72.68
C34	190.00	284.45	176.49	85°46'35"	N66°19'01"W	258.62
C35	70.00	47.33	24.61	38°44'10"	S89°50'13"E	46.43
C36	120.00	4.20	2.10	2°00'20"	S69°27'58"E	4.20
C37	70.65	24.64	12.45	19°59'04"	S80°30'00"E	24.52
C38	70.00	22.61	11.41	18°30'32"	N80°02'58"E	22.51
C39	100.00	78.95	41.66	45°14'08"	S31°22'51"E	76.92
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C44	105.00	55.14	28.22	30°05'28"	S38°28'27"E	54.51
C45	235.00	124.50	63.75	30°21'20"	N38°20'31"W	123.05
C46	35.00	86.43	100.19	141°29'14"	N86°05'32"E	66.08
C47	70.00	63.10	33.87	51°38'46"	N10°28'28"W	60.98
C48	285.00	60.62	30.42	12°11'11"	S30°12'16"E	60.50
C49	35.00	47.26	28.02	77°21'52"	N62°47'36"W	43.75
C50	35.00	47.26	28.02	77°21'52"	N39°50'32"E	43.75
C51	285.00	34.10	17.07	6°51'20"	S04°35'16"W	34.08
C52	215.00	166.28	87.55	44°18'47"	S14°08'28"E	162.17
C53	140.00	294.31	244.68	120°26'48"	N23°55'33"E	243.03
C54	225.00	153.41	79.82	39°03'56"	N89°40'20"W	150.46
C55	225.00	30.02	15.03	7°38'42"	N66°19'01"W	30.00
C56	225.00	153.41	79.82	39°03'56"	N42°57'41"W	150.46
C57	185.00	43.23	21.71	13°23'15"	N16°59'22"E	43.13
C58	365.00	121.86	61.50	19°07'45"	S19°51'36"W	121.30
C59	365.00	33.57	16.80	5°16'10"	S26°47'24"W	33.56
C60	365.00	88.29	44.36	13°51'35"	S17°13'32"W	88.08
C61	335.00	30.81	15.42	5°16'10"	S26°47'24"W	30.80
C62	215.00	50.24	25.23	13°23'15"	N16°59'22"E	50.12
C63	265.00	94.42	47.71	20°24'50"	S18°13'21"W	93.92
C64	265.00	30.68	15.36	6°37'59"	S31°44'46"W	30.66
C65	265.00	125.10	63.74	27°02'50"	S21°32'21"W	123.94
C66	85.00	49.28	25.35	33°12'54"	N18°27'19"E	48.59
C67	215.00	19.93	9.97	5°18'37"	S05°21'37"W	19.92

## LEGEND

- ⊕ FOUND ALUMINUM CAP MONUMENT
- ⊙ FOUND BRASS CAP MONUMENT
- ⊙ FOUND 5/8" IRON PIN
- ⊙ SET 5/8" X 24" REBAR MKD LS 8577
- ⊙ SET 1/2" X 24" REBAR MKD LS 8577
- ANGLE POINT - NOTHING SET
- ⊕ COMMON OPEN SPACE PARCEL

SECESH ENGINEERING, INC.

McCall, Idaho

# JUG MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT PHASE 3B

Located in the S 1/2 of the SW 1/4 of Section 6, T.17N., R.4E., B.M.  
Valley County, Idaho

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS  
OF THE PROPERTY HEREINAFTER DESCRIBED:

A parcel of land situated in the SW 1/4 of Section 6, T.17N.,R.4E., B.M., more particularly  
described as follows:

COMMENCING at the south 1/4 corner of said Section 6 as shown on the plat of Jug Mountain  
Ranch Planned Unit Development Phase 3A, filed in Book 13 Page 52 of Plats, as Instrument  
No. 416129, Records of Valley County, Idaho; thence, along the south line of said Section 6,

A.) N.89°30'25"W., 275.95 feet to the POINT OF BEGINNING; thence, continuing along said  
section line,

1.) N.89°30'25"W., 1378.72 feet to a point on the boundary of Jug Mountain Ranch Phase 3A;  
thence, along the boundary of said Phase 3A,

2.) N.0°30'55"E., 137.40 feet; thence,

3.) N.42°07'48"E., 120.75 feet; thence,

4.) N.25°10'10"E., 126.76 feet; thence,

5.) N.18°40'24"E., 104.28 feet; thence,

6.) N.23°50'11"E., 99.06 feet; thence,

7.) N.61°04'22"E., 52.14 feet; thence,

8.) N.82°53'23"E., 60.26 feet; thence,

9.) S.81°00'29"E., 62.81 feet; thence,

10.) S.53°06'30"E., 42.80 feet; thence,

11.) N.56°08'51"E., 162.93 feet; thence,

12.) along a curve to the right having a radius of 135.00 feet, an arc length of 53.96 feet,  
through a central angle of 22°54'11", and a chord bearing and distance of N.37°33'57"W., 53.61  
feet; thence,

13.) along a curve to the left having a radius of 35.00 feet, an arc length of 25.87 feet,  
through a central angle of 42°20'57", and a chord bearing and distance of N.47°17'19"W., 25.28  
feet; thence,

14.) N.21°32'12"E., 70.00 feet; thence,

15.) along a curve to the right having a radius of 85.00 feet, an arc length of 92.19 feet,  
through a central angle of 62°08'30", and a chord bearing and distance of N.37°23'33"W., 87.74  
feet; thence, tangent from said curve,

16.) N.6°19'18"W., 57.96 feet to the beginning of a tangent curve; thence,

17.) along said curve to the right having a radius of 165.00 feet, an arc length of 50.26 feet,  
through a central angle of 17°27'12", and a chord bearing and distance of N.2°24'18"E., 50.07  
feet; thence, tangent from said curve,

18.) N.11°07'54"E., 71.79 feet to the beginning of a tangent curve; thence,

19.) along said curve to the left having a radius of 155.00 feet, an arc length of 133.22 feet,  
through a central angle of 49°14'40", and a chord bearing and distance of N.13°29'26"W., 129.16  
feet; thence, departing said subdivision boundary,

20.) N.83°19'26"E., 949.21 feet; thence,

21.) S.0°31'18"W., 1239.38 feet to the POINT OF BEGINNING.

CONTAINING 29.37 Acres, more or less.

The undersigned does hereby include said land in this Final Plat. All roads and road  
rights of way, and all Utility Easements and all Open Space Lots which are depicted  
on this Final Plat, are hereby dedicated for the use and enjoyment of the members  
of the Jug Mountain Ranch Association, together with their guests, invitees, and  
assigns, subject to the terms, conditions and reserved Declarant rights which are  
contained in the General Declaration for Jug Mountain Ranch and the Supplemental  
Declaration for Jug Mountain Ranch Phase 3B  
The land within this plat is not within an irrigation district as defined in Idaho Code  
31-3805, and the requirements of I.C. 31-3805 are not applicable.

JUG MOUNTAIN RANCH LLC,  
An Idaho limited liability company

By: \_\_\_\_\_  
David Carey, Manager

APPROVAL OF  
THE BOARD OF VALLEY COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY THE BOARD  
OF COUNTY COMMISSIONERS OF VALLEY COUNTY, IDAHO.

\_\_\_\_\_  
CHAIRMAN

APPROVAL OF  
THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY THE VALLEY  
COUNTY PLANNING AND ZONING COMMISSION.

\_\_\_\_\_  
CHAIRMAN

ACKNOWLEDGMENT

STATE OF IDAHO, \_\_\_\_\_ )  
(ss.  
COUNTY OF \_\_\_\_\_, )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_,  
a Notary Public in and for said State, personally appeared DAVID CAREY, known or  
identified to me to be the Manager of JUG MOUNTAIN RANCH LLC, the  
company that executed the instrument or the person who executed this 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 seal on the day and year last  
written above.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

CERTIFICATE OF COUNTY SURVEYOR

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

\_\_\_\_\_  
VALLEY COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

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

RALPH MILLER  
IDAHO NO. 8577



CERTIFICATE OF COUNTY TREASURER

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

DATE \_\_\_\_\_

\_\_\_\_\_  
COUNTY TREASURER

RP 17N04E066455  
RP 17N04E060006

SECESH ENGINEERING, INC.

McCall, Idaho

**OWNER'S DECLARATION OF PRIVATE ROADS  
FOR JUG MOUNTAIN RANCH, PHASE 3B  
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **JUG MOUNTAIN RANCH LLC**, which is the owner of certain lands located in Valley County, Idaho, which are platted as the Jug Mountain Ranch Planned Unit Development, Phase 3B.

**WHEREAS**, Jug Mountain Ranch LLC, did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. \_\_\_\_\_, in Plat Book \_\_\_\_\_, on Page \_\_\_\_\_, the Final Plat for Jug Mountain Ranch Planned Unit Development, Phase 3B (hereinafter "Phase 3B Final Plat").

**WHEREAS**, Jug Mountain Ranch LLC is the Owner of the real property contained in the said Final Plat.

**WHEREAS**, this Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of the Jug Mountain Ranch Phase 3B Roads, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

**NOW, THEREFORE**, Jug Mountain Ranch LLC hereby states and declares as follows:

**1. PRIVATE ROADS:** All roads which are depicted on the Phase 3B Final Plat (including, but not limited to, those roads which are labeled as "Drive", "Place", or "Court") are PRIVATE ROADS and shall permanently remain PRIVATE ROADS (hereafter "Private Roads"), for the use and enjoyment of the members of the Jug Mountain Ranch Association Inc., together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant's rights contained in the General Declaration for the Jug Mountain Ranch and the Supplemental Declaration for Jug Mountain Ranch, Phase 3B.

**2. JUG MOUNTAIN RANCH LLC IS SOLELY RESPONSIBLE FOR THE COSTS OF ROAD DESIGN AND CONSTRUCTION:** Jug Mountain Ranch LLC is solely responsible for the costs of the design and construction of the Private Roads, pursuant to and according to the final plans therefore, as submitted to Valley County. The Private Roads shown on the Phase 3B Final Plat are not completed. Roads to each platted lot in Phase 3B are completed to a graveled surface. They will be completed to a paved surface on or before **November 1, 2024**, in compliance with the Phase 3B road plans as approved by 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. JUG MOUNTAIN RANCH ASSOCIATION RESPONSIBLE FOR MAINTENANCE OF ROADS:** The Jug Mountain Ranch Association, Inc., a duly

formed Idaho non-profit corporation, whose members shall include the owners of Lots in the Jug Mountain Ranch Planned Unit Development, shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of all of the Private Roads.

**5. FINANCIAL ASSURANCE:** The cost of full completion of said roads; including paving and drainage have been prepaid by Jug Mountain Ranch LLC.

**IN WITNESS WHEREOF**, the undersigned Owner of the said Jug Mountain Ranch Planned Unit Development, Phase 3B, has executed this Declaration the day and year first above noted.

**JUG MOUNTAIN RANCH LLC**

By: \_\_\_\_\_  
DAVID JOHN CAREY II, Manager

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared **DAVID JOHN CAREY II**, Manager of **JUG MOUNTAIN RANCH LLC**, an Idaho Limited Liability Company, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

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

\_\_\_\_\_  
**NOTARY PUBLIC FOR IDAHO**  
My Commission Expires: \_\_\_\_\_



**DECLARATION OF INSTALLATION OF UTILITIES  
FOR JUG MOUNTAIN RANCH, PHASE 3B  
VALLEY COUNTY, IDAHO**

This **DECLARATION** is made by **JUG MOUNTAIN RANCH LLC**, which is the owner of certain lands located in Valley County, Idaho, which are platted as the Jug Mountain Ranch Planned Unit Development, Phase 3B.

**WHEREAS**, Jug Mountain Ranch LLC, did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, file of record with the Office of Recorder of Valley County, Idaho, as Instrument No. \_\_\_\_\_, in Plat Book \_\_\_\_\_, on Page \_\_\_\_\_, the Final Plat for Jug Mountain Ranch Planned Unit Development, Phase 3B (hereinafter “Phase 3B Final Plat”).

**WHEREAS**, Jug Mountain Ranch LLC is the Owner of the real property contained in the said Final Plat.

**WHEREAS**, the purpose of this Declaration is to describe the utilities which will be placed in Phase 3B, the schedule for completion of such utilities, and the entity with responsibility for construction of such utilities.

**NOW, THEREFORE**, Jug Mountain Ranch LLC hereby states and declares as follows:

**1. Sewage Disposal:** Sewage disposal for each Lot in Phase 3B Jug Mountain Ranch shall be supplied by means of individual septic systems, in accordance with Central District Health requirements, applicable Valley County Ordinances and other applicable restrictions. Installation and maintenance of the septic systems shall be the sole and exclusive responsibility of Lot Owners.

**2. Potable Water:** The Jug Mountain Ranch water system is a Public Water System which is permitted by the Idaho Department of Environmental Quality (IDEQ). The owner is required to operate the water system in compliance with the Idaho Rules for Public Drinking Water Systems – IDAPA 58.01.08. All significant infrastructure required to serve Phase 3B is in place.

**3. Power:** Electrical power is being supplied to Phase 3B by the Idaho Power Company, which is responsible for the design and construction of the Phase 3B power distribution system. Construction is completed.

**4. Telephone:** The telecommunications system is being supplied to Phase 3B by Ziply Fiber, which is responsible for the design and construction of the Phase 3B telecommunications system. Construction is completed.

**5. Responsibility for Construction:** Responsibility for the costs of construction of the aforesaid utilities rests with the Jug Mountain Ranch LLC (or with the Owner of the Lot, in the case of the septic systems). **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 Jug Mountain Ranch Planned Unit Development, Phase 3B, has executed this Declaration the day and year first above noted.

**JUG MOUNTAIN RANCH LLC**

By: \_\_\_\_\_  
DAVID JOHN CAREY II, Manager

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared **DAVID JOHN CAREY II**, Manager of **JUG MOUNTAIN RANCH LLC**., an Idaho Limited Liability Company, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

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

\_\_\_\_\_  
**NOTARY PUBLIC FOR IDAHO**  
My Commission Expires: \_\_\_\_\_

**SUPPLEMENTAL DECLARATION  
FOR  
JUG MOUNTAIN RANCH  
PHASE 3B**

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**SUPPLEMENTAL DECLARATION  
FOR  
JUG MOUNTAIN RANCH  
PHASE 3B**

This Supplemental Declaration is made by Jug Mountain Ranch LLC, an Idaho limited liability company.

**ARTICLE 1. Introduction & Purpose**

**1.1** This Supplemental Declaration (a) is filed pursuant to Section 7.1 of the Amended and Restated General Declaration for Jug Mountain Ranch (the “General Declaration”) recorded September 26, 2006 as Instrument No. 313721 with the Valley County, Idaho Recorder, as may be amended; and, (b) affects only Phase 3B of Jug Mountain Ranch, according to the recorded plat thereof, which is defined and described at Section 2.4 below, and any amendments thereto (the “Affected Property”).

**1.2** The purposes of this Supplemental Declaration are to annex the Affected Property into Jug Mountain Ranch, to set forth additional covenants and conditions with respect to the use, density and design of improvements on the Affected Property, in order to preserve the natural beauty of Jug Mountain Ranch and its setting, to maintain Jug Mountain Ranch as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Affected Property and Jug Mountain Ranch.

**ARTICLE 2. Definitions**

**2.1 Lot:** Each parcel of real property reflected on the Phase 3B Plat as a Lot which may be independently owned and conveyed.

**2.2 Affected Residential Lots:** Affected Residential Lots are defined as the following Lots: Lots 1 through 12.

**2.3 Phase 3B Plat:** That certain plat recorded \_\_\_\_\_, 20\_\_\_\_ as Instrument No. \_\_\_\_\_ with the Valley County, Idaho Recorder and entitled “Jug Mountain Ranch Planned Unit Development Phase 3B”, and as the same may be amended.

**2.4 Supplemental Declaration:** This Supplemental Declaration as may be amended and supplemented.

**2.5 Living Unit:** One or more rooms designed for or which may readily be occupied exclusively by one family or group of people living independently from any other family or group of people, and having not more than one Cooking Facility.

**2.6 Single Family Structure:** A building which contains one Living Unit.

**2.7 Primary/Secondary Structure:** A building which contains two Living Units, one being for Guests, which Living Units cannot be separately sold, rented or leased. The Secondary Unit must be attached to the Primary Unit.

**2.8 Attached Garage:** An Attached Garage is a garage which is attached directly to a Living Unit. A garage which is attached to a Living Unit by a breezeway or some other

covered but unenclosed outdoor route shall be considered an Attached Garage. A Detached Garage, which may not contain a Living Unit, is a garage which is not attached.

**2.9 Cooking Facility:** Fixtures and equipment for food storage and preparation of meals, including at least a sink, oven and refrigerator.

**2.10 Building Improvements:** Any material improvement of any of the Affected Property including, but not limited to landscaping, site preparation, paving, fencing, building construction, exterior changes, or interior changes which change the use of interior space to an unauthorized use or which would change the number of Living Units.

**2.11 Other:** Other capitalized terms used herein shall have the meaning set forth in the General Declaration or in this Supplemental Declaration.

### **ARTICLE 3. Annexation of Phase 3B Into Jug Mountain Ranch**

**3.1 Annexation:** Declarant hereby annexes the Affected Property into Jug Mountain Ranch pursuant to Section 10.1 of the General Declaration.

**3.2 Incorporation and Adoption of General Declaration:** All covenants, restrictions and provisions of the General Declaration are hereby incorporated by reference, adopted, and declared to be applicable to and binding upon the Affected Property.

### **ARTICLE 4. Jug Mountain Ranch Association and Neighborhood Designation**

**4.1 Ranch Association Residential Membership:** Each Owner of an Affected Residential Lot shall be a Class A Residential member of the Jug Mountain Ranch Association, pursuant to the Jug Mountain Ranch Association Articles of Incorporation and Bylaws.

#### **4.2 Neighborhood Designations:**

**(a) Residential Home Site Neighborhood:** At Article 13 of the Bylaws, Declarant created the Residential Home Site Neighborhood. Each Owner of an Affected Residential Lot shall be a member of the Residential Home Site Neighborhood.

**4.3 Declarant's Right to Reallocate Units Among Neighborhoods:** Declarant shall have the right to create additional Neighborhoods, add Units to each Neighborhood, and to reallocate Units within each Neighborhood, pursuant to a Supplemental Declaration.

### **ARTICLE 5. Open Spaces**

**5.1 Designation of Open Spaces:** Pursuant to Article 5 of the General Declaration, Open Space Parcels depicted on the Phase 3B Plat are designated as follows:

**(a) Common Open Space Lots:** The following Lots, which are marked "Open Space" on the Phase 3B Plat, are Common Open Space: Open Space Parcel A, Open Space Parcel B, and Open Space Parcel C.

The above-described Open Space parcels shall be managed and used in accordance with this Supplemental Declaration, the Phase 3B Plat and the General Declaration.

**5.2 Trails in Open Spaces and Recreation Easements:** Declarant shall have the right to construct trails in any Common Open Space Lot or Recreation Easement, to be used for such recreational uses as the Declarant shall designate, in Declarant's sole discretion, including

but not limited to the following uses: pedestrian, bicyclists, horseback riders, and skiers, and the use of motorized equipment to maintain and prepare trails for the same. Declarant shall have the sole discretion to identify allowable users of such trails. Declarant shall also have the sole discretion to determine materials used to construct such trails, including but not limited to natural and asphalt surfaces. Declarant reserves the right to modify the location of any trails, and shall have the sole discretion to vacate or terminate the use or right of use of such trails. The Board shall have the rights of Declarant in this Section 5.2 upon the Conversion Date.

**5.3 Recreational Uses in Open Spaces and Recreation Easements:** Declarant shall have the right to construct recreational facilities within any Common Open Space Lot or Recreation Easement, to be used for such recreational uses as the Declarant shall designate, in Declarant's sole discretion.

## **ARTICLE 6. Easements**

**6.1 Utility Easements:** Declarant reserves the right to construct utilities and irrigation facilities within any Utility Easement, any road right of way, and any Open Space Parcel which is depicted on the Phase 3B Plat, and to grant easements for the repair and maintenance of any such utility or irrigation facility. Additionally, snow may be placed within any Utility Easement abutting a road, for the placement of snow plowed, blown or otherwise cleared from driveways, roads, or Open Space. No Building Improvements shall be constructed within any Utility Easement other than utility or irrigation-related improvements, or as may be permitted pursuant to the Design and Development Guidelines. All Utility Easements are reserved in perpetuity.

**6.2 Snow Storage Easements:** Snow may be placed within any Snow Storage Easement, for the placement of snow plowed, blown or otherwise cleared from driveways, roads, trails or Open Space. No Building Improvements shall be constructed within any Snow Storage Easement other than those improvements which may be allowed when a Snow Storage Easement is combined with another easements, such as a Utility or Trail Easement, or as may be permitted pursuant to the Design and Development Guidelines.

### **6.3 Driveway / Shared Access Easements:**

(a) The following easements are shown on the Phase 3B Plat as Shared Access Easements (referred to herein as "Driveway Easements"):

(i) Lots 1, 2, 3, 4 and 5. Owners of all such Lots shall have the right to use this Driveway Easement, including the Owner of Lot 5 which fronts an alternate driveway easement, and the Owners of Lots 1, 3 and 4 which front the road. Owners of the aforesaid Lots who utilize the Driveway Easement to access their Lot shall be referred to as "Users" of the Driveway Easement and shall share in the cost of maintenance and repair of the Driveway Easement as provided in this Section 6.3 below; and, if they don't access their Lot from the Driveway Easement, they shall not share in the cost of maintenance and repair.

(ii) Lots 5 and 6. Owners of both such Lots shall have the right to use this Driveway Easement, including the Owner of Lot 5 which fronts an alternate driveway easement, and the Owner of Lot 6 which fronts the road. Owners of the aforesaid Lots who utilize the Driveway Easement to access their Lot shall be referred to as "Users" of the Driveway Easement and shall share in the cost of

maintenance and repair of the Driveway Easement as provided in this Section 6.3 below; and, if they don't access their Lot from the Driveway Easement, they shall not share in the cost of maintenance and repair.

(iii) Lots 8, 9 and 10. Owners of all such Lots shall have the right to use this Driveway Easement, including the Owner of Lots 9 and 10 which front an alternate driveway easement and/or the road. Owners of the aforesaid Lots who utilize the Driveway Easement to access their Lot shall be referred to as "Users" of the Driveway Easement and shall share in the cost of maintenance and repair of the Driveway Easement as provided in this Section 6.3 below; and, if they don't access their Lot from the Driveway Easement, they shall not share in the cost of maintenance and repair.

(iv) Lots 9, 10, 11 and 12. Owners of all such Lots shall the right to use this Driveway Easement, even though all such Lots front an alternate driveway easement and/or a road. Owners of the aforesaid Lots who utilize the Driveway Easement to access their Lot shall be referred to as "Users" of the Driveway Easement and shall share in the cost of maintenance and repair of the Driveway Easement as provided in this Section 6.3 below; and, if they don't access their Lot from the Driveway Easement, they shall not share in the cost of maintenance and repair.

(b) Construction of a driveway or other access connecting to any Driveway Easement requires prior approval of the Design Review Committee, and must be built strictly in accordance with the provisions of the Design and Development Guidelines.

(c) All Driveway Easements shall be completed to a gravel surface by the Declarant at or before the time that an occupancy permit is granted for any Lot with use of the Driveway Easement. The Declarant may choose to pave the surface in Declarant's discretion.

(d) The Ranch Association shall maintain the driving surface of Driveway Easements, in good condition, except for snow plowing. The Users of a Driveway Easement shall share equally in the cost of snow plowing in a Driveway Easement, beginning with that date upon which a Building Permit is issued for the construction of a home on a Lot. Therefore, no contribution shall be required from any Owner who has not yet obtained a Building Permit.

(e) Any damage to a Driveway Easement incurred due to construction shall be repaired at the expense of the Owner doing the construction.

(f) Users of a Driveway Easement who are unable to obtain reimbursement for expenses of maintenance from another user of the Driveway Easement shall have the right to request that the Ranch Association assess a Compliance Assessment against the nonpaying Owner, which the Ranch Association shall assess in its discretion.

**6.4 Emergency Access Easement:** An Emergency Access Easement is depicted on the Phase 3B Plat, crossing Lots 5 and 6. The Emergency Access Easement is reserved for use by emergency service providers, and for use by the Ranch Association and the Declarant for service access and maintenance. The easement shall be gated at the southerly property boundary of Phase 3B. The gate shall approved by the governing fire district to be locked with a Knox



lock or other lock acceptable to the governing fire district, and shall have siren activated gates approved by the governing fire district. The Emergency Access Easement shall be maintained by the Ranch Association.

**6.5 Recreation Easements:** The Recreation Easements depicted on the Phase 3B Plat shall be reserved for such recreational uses as the Declarant shall designate, in Declarant's sole discretion, including but not limited to the following uses: pedestrian, bicyclists, skiers, and the use of motorized equipment to maintain and prepare trails for the same. Declarant shall also have the sole discretion to identify allowable users of the Recreation Easement. Declarant reserves the right to construct a trail within any Recreation Easement, and to modify the location of any trail within a Recreation Easement, and shall have the sole discretion to vacate the Recreation Easement.

## **ARTICLE 7. Roads and Utilities**

**7.1 Roads:** Pursuant to that certain Owner's Declaration of Roads For Jug Mountain Ranch, Phase 3B ("Declaration of Private Roads"), recorded with the Valley County Recorder, all roads which are depicted on the Phase 3B Plat (including, but not limited to, those roads which are labeled as "Road", "Drive", "Place", or "Court") are private roads and shall permanently remain private roads. Said private roads are hereby irrevocably dedicated for the nonexclusive use and enjoyment of the members of the Ranch Association, together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant's rights contained in the General Declaration and this Supplemental Declaration, which shall in no event divest the members' right of use as aforesaid. As provided in the General Declaration and the Declaration of Private Roads, the Ranch Association shall be responsible for the maintenance and repair of the above-described private roads.

### **7.2 Utilities:**

(a) The Water System described in the General Declaration has been installed for use by all members in the Phase 3B Property. Owners of Affected Residential Lots shall pay all water connection fees and utility assessments related to the Water System.

(b) Sewage disposal for each Affected Residential Lot shall be supplied by means of individual septic systems, in accordance with Central District Health requirements, applicable Valley County Ordinances and other applicable restrictions. Installation and maintenance of the septic systems shall be the sole and exclusive responsibility of the Owner of the Lot. Permits therefor shall be required from the Central District Health Department. Information related to the long term management of the septic system can be found at [https://cdhd.idaho.gov/pdfs/eh/Septic\\_homeowners\\_guide.pdf](https://cdhd.idaho.gov/pdfs/eh/Septic_homeowners_guide.pdf) and <https://www.epa.gov/septic/top-10-ways-be-good-septic-owner>. Owners of Affected Residential Lots shall not be required to pay a sewer connection fee or utility assessments related to the Jug Mountain Ranch Central Sewer System

## **ARTICLE 8. Limitation of Building Improvements**

**8.1 Affected Residential Lots:** Affected Residential Lots may not contain any Building Improvements except:

(a) A Single Family Structure or a Primary/Secondary Structure; and,

- (b) A garage of a size and at a location approved in writing by the DRC, which may be attached or detached; and,
- (c) Such fences, walls, driveways and parking areas as may be approved in writing by the DRC; and,
- (d) Landscaping improvements approved in writing by the DRC; and,
- (e) Such other improvements as may be approved in writing by the DRC.

Maximum and minimum square footages and other site and design criteria are defined in the Design and Development Guidelines.

No more than one wood burning device shall be allowed on any Lot.

## **ARTICLE 9. Use of Affected Residential Lots**

**9.1 Single Family Residential Use:** The Affected Residential Lots shall be used only for single family residential purposes with customary accessory uses, except as permitted under Section 9.4. Customary accessory uses shall include but not be limited to long term rentals to persons who use such improvements for residential or lodging purposes, as restricted by the terms of Section 6.17 of the General Declaration.

**9.2 No Further Division:** No Owner of any Affected Residential Lot may apply to Valley County, Idaho, or any governmental jurisdiction to further divide any Affected Residential Lot; provided, that Declarant may further divide an Affected Residential Lot prior to sale of such Affected Residential Lot(s), as approved by Valley County. Additionally, the Declarant prior to the sale of the Lot, or the Owners of Affected Residential Lots with the prior approval of Declarant (or the Board after the Conversion Date), may adjust lot lines between Affected Residential Lots as approved by Valley County.

**9.3 Condominiums:** No Owner of any Affected Residential Lot shall dedicate or submit such Owners' Lot to a condominium form of ownership.

**9.4 Home Office:** An Affected Residential Lot may also be used for a Home Office, only if the Ranch Association has issued a written permit for such activity. The Ranch Association may refuse to issue a permit in its sole and absolute discretion, if, in the Ranch Association's reasonable judgment, such activity would:

- (a) create additional vehicular traffic to or from such Lot;
- (b) employ persons at such lot other than those residing at such Lot;
- (c) require storage of any significant materials, machinery, inventory or other items on such Lot;
- (d) require processing of materials into finished products or the assembly of parts produced off site;
- (e) require additional parking at such lot, whether for customers, delivery or otherwise;
- (f) be incompatible with the quiet enjoyment of the surrounding Lots by such Lots' Owners; or,
- (g) otherwise violate the provisions of Article 7 or 8 of the General Declaration.

Any such permit shall be issued for such period and upon such terms as the Ranch Association, in its sole discretion, deems reasonable.

#### **ARTICLE 10. Building Guidelines**

**10.1** All Building Improvements on any Affected Lot must be built strictly in accordance with the provisions of the Design and Development Guidelines.

**10.2** By acquiring any interest in an Affected Lot, the Owner of such Lot consents to and accepts the authority of the Design Review Committee (the "DRC") to review and approve the plans and specifications for any Building Improvements on such Lot in accordance with the Design and Development Guidelines in effect from time to time. In particular, such Owner recognizes that certain of the judgments which will be made by the DRC are subjective in nature, and such Owner agrees not to contest such subjective judgments unless they are made in bad faith or in an arbitrary and capricious manner.

#### **ARTICLE 11. Miscellaneous**

**11.1 Duration of Supplemental Declaration:** This Supplemental Declaration shall run with and bind the Affected Property, and shall inure to the benefit of and shall be enforceable by the Ranch Association or any Owner of an Affected Residential Lot, their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date this Supplemental Declaration is recorded. After such time, this Supplemental Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by the Declarant and the Ranch Association upon the affirmative vote of the Class E Declarant Member, the Ranch Association Board, and 90% of the Owners of the Affected Residential Lots, has been recorded within the year preceding each extension, agreeing to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall be terminated as specified therein.

**11.2 Amendment:**

(a) **By the Board:** Except as limited or committed to action by the members, either by the Articles, the Bylaws, the Declaration or this Supplemental Declaration, the Board shall have the power to amend this Supplemental Declaration at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall amend any portion of this Supplemental Declaration, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. Any amendment to the Declaration approved by the Board shall have no material adverse effect upon any right of any Owner or member.

(b) **By Owners:** Thereafter and otherwise, this Supplemental Declaration may be amended upon the affirmative vote of 75% of the Owners of the Affected Residential Lots present in person or by proxy at a meeting held for that purpose, and the approval of Declarant and the Ranch Association Board, by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the Declarant and the Ranch Association Board.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) **Validity and Effective Date of Amendments:** Amendments to this Supplemental Declaration shall become effective upon recordation in the land records of Valley County, Idaho; unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

If an Owner consents to any amendment to this Supplemental Declaration or the Residential Association Articles of Incorporation or Bylaws, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid County, State, or Federal Permit applicable to the PUD; nor, shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

**11.3 Effect of Provisions of Supplemental Declaration:** Each provision of this Supplemental Declaration, and a promise, covenant and undertaking to comply with each such provision: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within the Affected Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within the Affected Property by an Owner or the Ranch Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or the Ranch Association, as the case may be; (c) shall, as a personal covenant, be binding on such Owner or the Ranch Association and such Owner's or the Ranch Association's respective heirs, personal representatives, successors and assigns; (d) shall, as a personal covenant of an Owner, shall be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Ranch Association but not to, with or for the benefit of any other Owner; (e) shall, if a personal covenant of the Ranch Association, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of each Owner; (f) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to each parcel of real property within the Affected property; (g) shall, as a real covenant and also as an equitable servitude, be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by Declarant within the Affected property and for the benefit of any and all other real property within Jug Mountain Ranch; and (h) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to each parcel of real property within the Affected Property which lien with respect to any Unit shall be deemed a lien in favor of Declarant and the Ranch Association, jointly and severally, and, with respect to any real property owned by the Ranch Association, shall be deemed a lien in favor of Declarant.

**11.4 Enforcement and Remedies:** Each provision of this Supplemental Declaration with respect to an Owner or property of an Owner shall be enforceable by Declarant or the Ranch Association as provided in Section 18.4 of the General Declaration.

**11.5 Protection of Encumbrancer:** No violation or breach of, or failure to comply with, any provision of this Supplemental Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any property taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners of fee simple title to the property and giving notice of such violation, breach or failure to comply, nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust, or other lien or title or interest acquired by any purchaser upon foreclosure of any such mortgage, deed of trust or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Supplemental Declaration with the exception that violations or breaches of, or failures to comply with, any provisions of this Supplemental Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

**11.6 Limited Liability:** Neither Declarant, the Ranch Association, the DRC, the Board of Directors of the Ranch Association, nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

**11.7 Successors and Assigns:** Except as otherwise provided herein, this Supplemental Declaration shall be binding upon and shall inure to the benefit of Declarant, the Ranch Association, and each Owner of an Affected Residential Lot and their respective heirs, personal representatives, successors and assigns.

**11.8 Severability:** Invalidity or unenforceability of any provision of this Supplemental Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Supplemental Declaration.

**11.9 No Waiver:** Failure to enforce any provisions of this Supplemental Declaration shall not operate as a waiver of any such provision or of any other provision of this Supplemental Declaration.

IN WITNESS WHEREOF Declarant has executed this Supplemental Declaration the day and year first above written.

JUG MOUNTAIN RANCH LLC,  
An Idaho limited liability company

By: \_\_\_\_\_  
**David John Carey II, Manager**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said State, personally appeared  
**David John Carey II**, known or identified to me to be the Manager of **Jug Mountain Ranch LLC**, the 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 in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: \_\_\_\_\_

# QUITCLAIM DEED

**FOR VALUE RECEIVED**, CARE REAL ESTATE MANAGEMENT, LLC, an Idaho limited liability company, Grantor, does hereby convey, release and forever quitclaim unto JUG MOUNTAIN RANCH, LLC, an Idaho limited liability company, whose current address is P.O. Box 2332, McCall, Idaho 83638, all of Grantor's right, title and interest, together with all right, title and interest hereinafter acquired by Grantor, in the following premises located in Valley County, Idaho, to-wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CARE REAL ESTATE MANAGEMENT, LLC

By: \_\_\_\_\_  
DAVID JOHN CAREY II, Manager

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared DAVID JOHN CAREY II, known or identified to me to be the Manager of CARE REAL ESTATE MANAGEMENT, LLC, the 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 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:

**EXHIBIT A**  
**BOUNDARY DESCRIPTION**  
**JUG MOUNTAIN RANCH PLANNED UNIT DEVELOPMENT**  
**PHASE 3B**

A parcel of land situated in the SW 1/4 of Section 6, T.17N., R.4E., B.M., more particularly described as follows:

**COMMENCING** at the south 1/4 corner of said Section 6, as shown on the plat of Jug Mountain Ranch Planned Unit Development Phase 3A, filed in Book 13 Page 52 of Plats, as Instrument No. 416129, Records of Valley County, Idaho; thence, along the south line of said Section 6,

- A.) N.89°30'25"W., 275.95 feet to the **POINT OF BEGINNING**; thence, continuing along said section line,
- 1.) N.89°30'25"W., 1378.72 feet to a point on the boundary of Jug Mountain Ranch Phase 3A; thence, along the boundary of said Phase 3A,
- 2.) N.0°30'55"E., 137.40 feet; thence,
- 3.) N.42°07'48"E., 120.75 feet; thence,
- 4.) N.25°10'10"E., 126.76 feet; thence,
- 5.) N.18°40'24"E., 104.28 feet; thence,
- 6.) N.23°50'11"E., 99.06 feet; thence,
- 7.) N.61°04'22"E., 52.14 feet; thence,
- 8.) N.82°53'23"E., 60.26 feet; thence,
- 9.) S.81°00'29"E., 62.81 feet; thence,
- 10.) S.53°06'30"E., 42.80 feet; thence,
- 11.) N.56°08'51"E., 162.93 feet; thence,
- 12.) along a curve to the right having a radius of 135.00 feet, an arc length of 53.96 feet, through a central angle of 22°54'11", and a chord bearing and distance of N.37°33'57"W., 53.61 feet; thence,
- 13.) along a curve to the left having a radius of 35.00 feet, an arc length of 25.87 feet, through a central angle of 42°20'57", and a chord bearing and distance of N.47°17'19"W., 25.28 feet; thence,



- 14.) N.21°32'12"E., 70.00 feet; thence,
- 15.) along a curve to the right having a radius of 85.00 feet, an arc length of 92.19 feet, through a central angle of 62°08'30", and a chord bearing and distance of N.37°23'33"W., 87.74 feet; thence, tangent from said curve,
- 16.) N.6°19'18"W., 57.96 feet to the beginning of a tangent curve; thence,
- 17.) along said curve to the right having a radius of 165.00 feet, an arc length of 50.26 feet, through a central angle of 17°27'12", and a chord bearing and distance of N.2°24'18"E., 50.07 feet; thence, tangent from said curve,
- 18.) N.11°07'54"E., 71.79 feet to the beginning of a tangent curve; thence,
- 19.) along said curve to the left having a radius of 155.00 feet, an arc length of 133.22 feet, through a central angle of 49°14'40", and a chord bearing and distance of N.13°29'26"W., 129.16 feet; thence, departing said subdivision boundary,
- 20.) N.83°19'26"E., 949.21 feet; thence,
- 21.) S.0°31'18"W., 1239.38 feet to the **POINT OF BEGINNING.**

**CONTAINING 29.37 Acres, more or less.**

