



September 15, 2023

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



Subject: Valley Heights Subdivision – Final Plat Submittal Letter

Dear Cynda,

The purpose of this letter is to request Valley Heights Subdivision Final Plat be placed on the October 19, 2023 Valley County Planning and Zoning Meeting Agenda. The Valley Heights Subdivision Final Plat substantially complies with the Preliminary Plat from recorded C.U.P. 22-19. Financial Guarantees are in place for the remaining construction of the road and fire protection water tank. Electrical and communication utilities have been paid in full and construction of said utility infrastructure began in Fall 2023 and is expected to be completed in Spring/Summer of 2024. A formal Wildland Urban Interface Fire Protection Plan is required per CUP 22-19 and is attached. Below you will find the list of Conditions of Approval from C.U.P. 22-19 and a response stating how each condition has been substantially met.

Conditions of Approval

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

Response: None, understood.

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

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

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

Response: It is anticipated that the Final Plat will be recorded prior to July 6, 2024.

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

Response: None, understood.

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

Response: Site Grading and Stormwater management plan was designed by Crestline Engineers, Inc. and approved by the Valley County Engineer on October 14, 2022. Approval letter is attached.

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

Response: At the time of submission, the road is still under construction. It is anticipated the road and water tank installation will be completed prior to the meeting on October 19, 2023. Crestline Engineer's will certify the road upon completion.

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

Response: The Private Road declaration is referenced on the face of the Final Plat, is included with this letter, and will be recorded in conjunction with the Final Plat.

8. *All lots shall be accessed from interior roads.*

Response: All lots are to be accessed from the interior road. See Final Plat note 11.

9. *A shared-driveway maintenance agreement is required prior to recordation and must be noted on the face of the plat.*

Response: A shared-driveway maintenance agreement is included in the CCR's. Please refer to Section 7.1.

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

Response: The owner is planning to participate in the "joint trench" project with Idaho Power which includes the installation of power and fiber optic conduit. At this time, Idaho Power has not started the installation, however, the owner has made financial guarantees for the power installation and installation is expected to begin this fall. Installation of the power and fiber optic conduit is expected to start this fall and be completed Spring/Summer 2024.

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

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

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

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

13. *The location of the water storage tank for emergency response must be indicated on the final plat with notes on future maintenance.*

Response: The location of the water storage tank is shown on the Final Plat and future maintenance is noted in the CCR's in Section 3.11.E and Section 5.3.F.

14. *CCR's should address, lighting, wildfire prevention, noxious weeds, septic maintenance, water storage tank maintenance, and limit each lot to one wood burning device.*

Response: Please refer to Sections 3.1.I, 3.16, 3.22, 3.11.C, 3.11.E, 5.3.F and 3.18 in the CCR's respectively.

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

Response: Please refer to Section 3.21.A in the CCR's.

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

Response: Please refer to Section 5.3.G in the CCR's.

17. *All easements shall be shown on the final plat.*

Response: All easements have been shown on the Final Plat.

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

Response: The owner/developer is working with Valley County Road Department to develop a Road Development Agreement.

19. *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."*

Response: Please refer to notes 10, 4, and 5 on the Final Plat respectively.

20. *Must participate with proportionate share in maintenance of external fences. Shall be provided for long term in the CCR's.*

Response: Please refer to Section 5.3.G in the CCR's.

21. *CUP approval includes approval of the two variance to allow a culdesac of over 900' from connecting road and decrease in width of road surface from 28' to 24' of gravel.*

Response: None.

22. *All lots should be accessed from the private internal road.*

Response: All lots are to be accessed from the interior road. See Final Plat note 11.

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

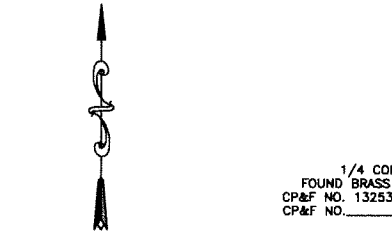
Cc: Ryan Valley, Owner/Applicant
Randell Valley, Owner/Applicant
Matt Valley, Owner/Applicant
Dan Dunn, Dunn Land Surveys, Inc, Surveyor

Enclosures:

1. 3 – Full size copies of Final Plat (3 Sheets)
2. 10 copies 11"x17" of Final Plat (3 Sheets)
3. Declaration of Private Road – Draft
4. CCR's – Draft
5. Declaration of Installation of Utilities – Draft
6. Idaho Power Financial Guarantee – receipt of payment
7. Road Construction Financial Guarantee – receipt of payment
8. Fire Water Protection Tank Financial Guarantee – receipt of payment
9. Approval Letter for Site Grading/Storm Water Management from Valley County Engineer
10. Wildland Urban Interface Fire Protection Plan

VALLEY HEIGHTS SUBDIVISION

LOCATED IN A PORTION OF GOVERNMENT LOT 6
SECTION 6, T.16N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2023



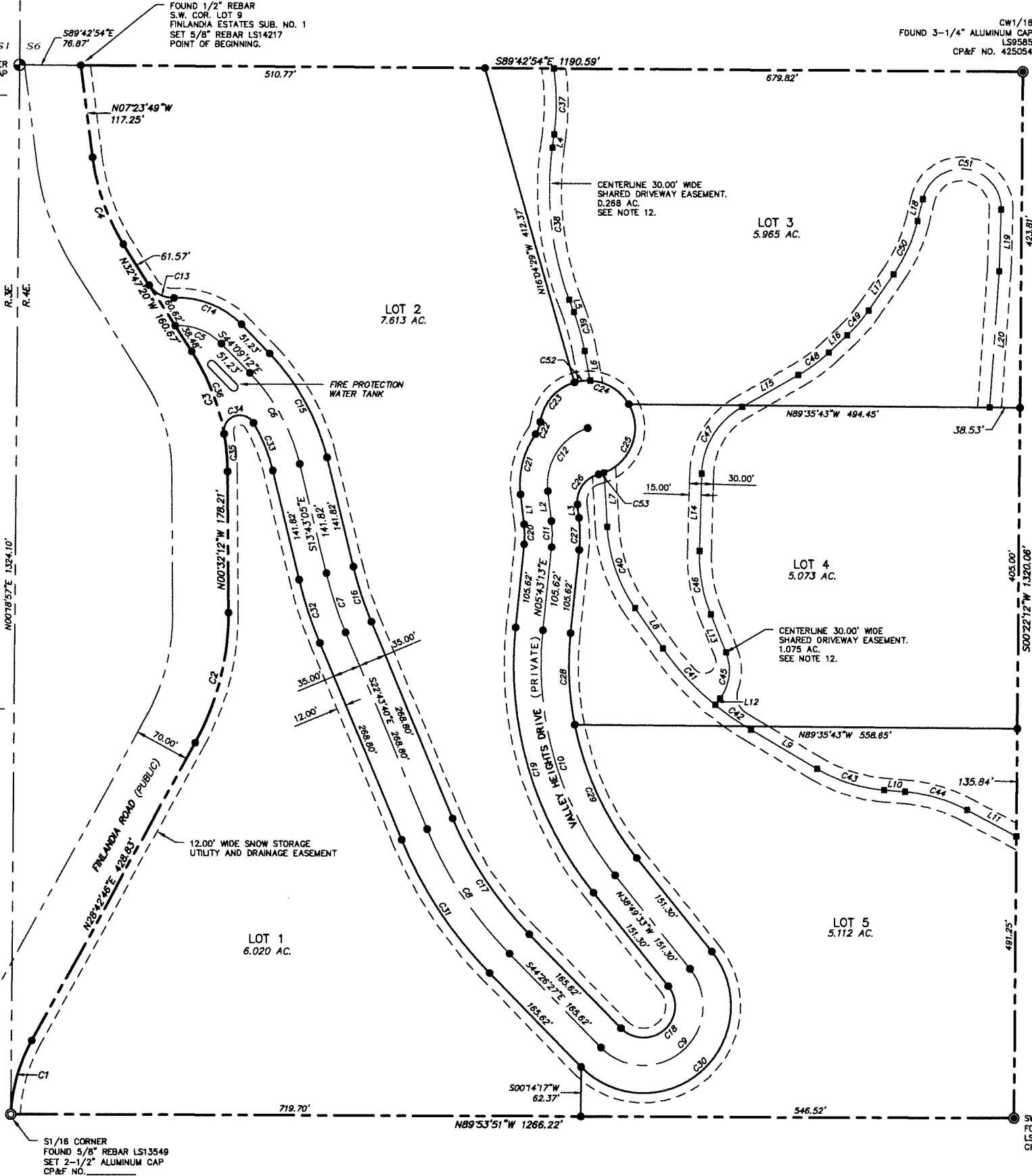
HORIZONTAL SCALE IN FEET

HORIZONTAL DATUM IS STATE PLANE, IDAHO WEST,
ZONE 1103. DISTANCES ARE GROUND DISTANCES
AND ARE IN U.S. SURVEY FEET.

LINE TABLE		
LINE	LENGTH	BEARING
L1	38.03'	S06°50'47"E
L2	38.03'	N06°50'47"W
L3	16.93'	S06°50'47"E

NOTES
SEE SHEET 2 OF 3 FOR ADDITIONAL LINE AND CURVE
INFORMATION.

- LEGEND
- SUBDIVISION BOUNDARY
 - LOT LINE
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - EASEMENT LINE
 - FOUND BRASS CAP MONUMENT
 - FOUND ALUMINUM CAP MONUMENT
 - SET ALUMINUM CAP MONUMENT
 - SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
 - CALCULATED POINT, NO MONUMENT SET OR FOUND



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	97.35'	214.75'	25°58'26"	S15°43'34"W
C2	171.02'	335.00'	29°15'00"	N14°05'17"E
C3	160.42'	285.00'	32°15'04"	N16°39'46"W
C4	117.44'	265.00'	25°23'30"	S20°05'35"E
C5	64.32'	75.00'	49°08'06"	N68°43'15"W
C6	132.80'	250.00'	30°26'06"	N28°56'09"W
C7	78.62'	500.00'	9°00'34"	S18°13'23"E
C8	189.48'	500.00'	21°42'47"	S33°35'03"E
C9	228.27'	75.00'	174°23'06"	N48°22'00"E
C10	330.43'	425.00'	44°32'45"	S16°33'10"E
C11	32.90'	150.00'	12°34'00"	N00°33'47"W
C12	101.61'	75.00'	77°37'30"	S31°57'58"W
C13	36.81'	35.00'	60°15'31"	S62°55'08"E
C14	93.87'	110.00'	48°53'39"	N68°36'01"W
C15	151.39'	285.00'	30°26'06"	N28°56'09"W
C16	73.12'	465.00'	9°00'34"	S18°13'23"E
C17	176.22'	465.00'	21°42'47"	S33°35'03"E
C18	121.74'	40.00'	174°23'06"	N48°22'00"E
C19	357.64'	460.00'	44°32'45"	S16°33'10"E
C20	25.22'	115.00'	12°34'00"	N00°33'47"W
C21	80.16'	110.00'	41°45'17"	S14°01'51"W
C22	16.83'	35.00'	27°33'17"	N21°07'51"E
C23	69.71'	60.00'	66°34'18"	S40°38'22"W
C24	79.43'	60.00'	75°50'43"	N68°09'08"W
C25	111.72'	60.00'	106°41'22"	N23°06'55"E
C26	50.89'	35.00'	83°18'23"	S34°48'24"W
C27	40.58'	185.00'	12°34'00"	N00°33'47"W
C28	115.97'	390.00'	17°02'13"	S02°47'54"E
C29	187.25'	390.00'	27°30'32"	S25°04'17"E
C30	334.80'	110.00'	174°23'06"	N48°22'00"E
C31	202.75'	535.00'	21°42'47"	S33°35'03"E
C32	84.13'	535.00'	9°00'34"	S18°13'23"E
C33	65.08'	215.00'	17°20'34"	N22°23'22"W
C34	55.53'	20.00'	159°05'30"	S69°23'36"W
C35	47.83'	285.00'	9°36'55"	N05°20'41"W
C36	112.60'	285.00'	22°38'10"	N21°28'14"W

HEALTH CERTIFICATE
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN
SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR
HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE
RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1326 IDAHO CODE BY THE ISSUANCE OF A
CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, EHS
INST. NO.



SHEET 1 OF 3
25 COYOTE TRAIL
CASCADE, ID 83611



VALLEY HEIGHTS SUBDIVISION

LOCATED IN A PORTION OF GOVERNMENT LOT 6
SECTION 6, T.16N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2023

LINE TABLE		
LINE	LENGTH	BEARING
L4	16.85'	N07°25'21"E
L5	16.75'	N20°28'59"W
L6	37.97'	N10°45'35"W
L7	68.55'	S03°23'35"E
L8	62.00'	N34°51'25"W
L9	97.25'	N59°45'04"W
L10	26.74'	N85°25'36"W
L11	70.53'	N61°55'24"W
L12	9.98'	N36°31'34"E
L13	51.58'	N21°59'09"W
L14	97.65'	N01°28'49"E
L15	82.02'	N60°25'35"E
L16	31.69'	N46°42'51"E
L17	55.87'	N34°52'21"E
L18	28.44'	N13°34'23"E
L19	69.66'	S01°33'20"W
L20	172.01'	S03°54'53"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C37	83.50'	300.00'	15°56'52"	N00°33'05"W	83.23'
C38	194.82'	400.00'	27°54'21"	S06°31'49"E	192.90'
C39	50.91'	300.00'	9°43'25"	N15°37'17"W	50.85'
C40	109.83'	200.00'	31°27'50"	S19°07'30"E	108.45'
C41	97.21'	350.00'	15°54'48"	S42°48'49"E	96.90'
C42	54.86'	350.00'	8°58'51"	S55°15'38"E	54.80'
C43	89.63'	200.00'	25°40'33"	S72°35'20"E	88.88'
C44	82.04'	200.00'	23°30'13"	N73°40'30"W	81.47'
C45	61.27'	60.00'	58°30'43"	N07°16'12"E	58.65'
C46	81.91'	200.00'	23°27'58"	S10°15'10"E	81.34'
C47	102.88'	100.00'	58°56'46"	S30°57'12"W	98.40'
C48	47.87'	200.00'	13°42'44"	N53°34'13"E	47.75'
C49	41.34'	200.00'	11°50'30"	N40°47'36"E	41.26'
C50	74.35'	200.00'	21°17'57"	N24°13'22"E	73.92'
C51	146.59'	50.00'	187°58'56"	N82°26'08"W	99.45'
C52	19.94'	60.00'	19°02'37"	S83°26'49"W	19.85'
C53	7.26'	60.00'	6°56'00"	N72°59'36"E	7.26'

NOTES

1. ALL PROPERTIES SHOWN ON THIS PLAT ARE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF THE FOLLOWING DOCUMENTS FILED WITH THE VALLEY COUNTY, IDAHO RECORDER: DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VALLEY HEIGHTS SUBDIVISION ("DECLARATION") (# _____), ARTICLES OF INCORPORATION FOR THE VALLEY HEIGHTS PROPERTY OWNERS ASSOCIATION (# _____), AND BYLAWS OF THE VALLEY HEIGHTS PROPERTY OWNERS ASSOCIATION (# _____), AS THE SAME MAY BE AMENDED AND SUPPLEMENTED.
2. ALL LOTS DEPICTED ON THIS PLAT ARE SUBJECT TO A PERMANENT PERPETUAL AND NON-EXCLUSIVE DRAINAGE EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE, SUB-DRAINAGE AND SURFACE WATER MANAGEMENT FEATURES, FACILITIES AND IMPROVEMENTS.
3. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT.
4. ALL LIGHTING SHALL COMPLY WITH VALLEY COUNTY LIGHTING ORDINANCE.
5. ONLY ONE WOOD BURNING DEVICE ALLOWED PER LOT.
6. NO ADDITIONAL DOMESTIC WATER SUPPLY SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RELEASE.
7. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
8. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
9. IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE 31-3805(2), IRRIGATION WATER HAS NOT BEEN PROVIDED FOR BY THE OWNER, AND THE LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ASSESSMENTS BY GOLD FORK IRRIGATION CO. LTD.
10. 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.
11. ALL LOTS SHALL BE ACCESSED FROM VALLEY HEIGHTS DRIVE, THERE SHALL BE NO DIRECT LOT ACCESS TO FINLANDIA ROAD.
12. SEE SHARED-DRIVEWAY MAINTENANCE AGREEMENT RECORDED AS INSTRUMENT NO. _____.
13. UTILITY AND DRAINAGE EASEMENTS SHALL BE 12 FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES ADJOINING ROADS. THE RIGHT-OF-WAY WITHIN VALLEY HEIGHTS DRIVE SHALL ALSO SERVE AS A UTILITY AND DRAINAGE EASEMENT.
14. VALLEY HEIGHTS DRIVE AS DEPICTED ON THIS FINAL PLAT IS PRIVATE AND WILL BE OWNED AND MAINTAINED BY THE VALLEY HEIGHTS HOMEOWNERS 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 _____.
15. FEMA FIRM PANEL(S): 16085C1325C, 16085C1025C
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): N/A
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

REFERENCES

FINLANDIA ESTATES SUBDIVISION NO. 1, INST. NO. 135885, BOOK 7, PAGE 96.
RECORD OF SURVEY INST. NO. 425060, BOOK 13, PAGE 285.
RECORD OF SURVEY INST. NO. 189854, BOOK 4, PAGE 84.

SURVEY NARRATIVE

THIS PLAT WAS FILED TO SUBDIVIDE THE PROPERTY LOCATED WITHIN VALLEY COUNTY PARCEL NO. RP16N04E06S407. THE EAST RIGHT-OF-WAY BOUNDARY WAS DETERMINED FROM RECORD OF SURVEY INST. NO. 189854, INST. NO. 135890 AND FOUND MONUMENTS ON THE GROUND. ALL OTHER EXTERIOR MONUMENTS WERE ACCEPTED AND HELD. THE INTERIOR PARCEL LINES WERE CREATED FROM EXISTING SITE FEATURES AND CLIENT REQUESTS.



SHEET 2 OF 3

25 COYOTE TRAIL
CASCADE, ID 83611



VALLEY HEIGHTS SUBDIVISION

LOCATED IN A PORTION OF GOVERNMENT LOT 6
SECTION 6, T.16N., R.4E., B.M.
VALLEY COUNTY, IDAHO
2023

KNOW ALL MEN BY THESE PRESENTS, THAT RANDALL L. VALLEY II IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A PARCEL OF LAND LOCATED IN A PORTION OF GOVERNMENT LOT 6, SECTION 6, T.16N., R.4E., B.M., VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MONUMENT MARKING THE WEST 1/4 CORNER OF SAID SECTION 6, CP&F INST. NO. _____, CORNER RECORDS OF SAID VALLEY COUNTY;

THENCE A BEARING OF S 89°42'54" E, A DISTANCE OF 76.87 FEET, ON THE NORTH BOUNDARY OF SAID GOVERNMENT LOT 6 TO A SET 5/8 INCH REBAR ON THE EAST RIGHT-OF-WAY BOUNDARY OF FINLANDIA ROAD, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

THENCE A BEARING OF S 89°42'54" E, A DISTANCE OF 1190.59 FEET, ON SAID NORTH BOUNDARY OF GOVERNMENT LOT 6 TO A FOUND ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 6, CP&F INST. NO. 425054, SAID CORNER RECORDS OF VALLEY COUNTY;

THENCE LEAVING SAID NORTH BOUNDARY A BEARING OF S 00°22'12" W, A DISTANCE OF 1320.06 FEET, ON THE EAST BOUNDARY OF SAID GOVERNMENT LOT 6 TO A FOUND ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6, CP&F INST. NO. 425057, SAID CORNER RECORDS OF VALLEY COUNTY;

THENCE LEAVING SAID EAST BOUNDARY A BEARING OF N 89°53'51" W, A DISTANCE OF 1266.22 FEET, ON THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 6 TO A SET ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 6, CP&F INST. NO. _____;

THENCE LEAVING SAID SOUTH BOUNDARY THE FOLLOWING COURSES ON SAID EAST RIGHT-OF-WAY BOUNDARY OF FINLANDIA ROAD;

THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 214.75 FEET, A DELTA ANGLE OF 25°58'26" AND A LONG CHORD WHICH BEARS N 15°43'34" E, A DISTANCE OF 96.52 FEET, TO A SET 5/8 INCH REBAR;

THENCE A BEARING OF N 28°42'46" E, A DISTANCE OF 428.83 FEET, TO A SET 5/8 INCH REBAR;

THENCE 171.02 FEET, ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 335.00 FEET, A DELTA ANGLE OF 29°15'00" AND A LONG CHORD WHICH BEARS N 14°05'17" E, A DISTANCE OF 169.17 FEET, TO A SET 5/8 INCH REBAR;

THENCE A BEARING OF N 00°32'12" W, A DISTANCE OF 178.21 FEET, TO A SET 5/8 INCH REBAR;

THENCE 160.42 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 285.00 FEET, A DELTA ANGLE OF 32°15'04" AND A LONG CHORD WHICH BEARS N 16°39'46" W, A DISTANCE OF 158.31 FEET, TO A SET 5/8 INCH REBAR;

THENCE A BEARING OF N 32°47'20" W, A DISTANCE OF 160.87 FEET, TO A SET 5/8 INCH REBAR;

THENCE 117.44 FEET, ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 25°23'30" AND A LONG CHORD WHICH BEARS N 20°05'35" W, A DISTANCE OF 116.48 FEET, TO A SET 5/8 INCH REBAR;

THENCE A BEARING OF N 07°23'49" W, A DISTANCE OF 117.25 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 33.336 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THE PLAT OF VALLEY HEIGHTS SUBDIVISION. ALL ROADS AND ROAD RIGHTS OF WAY AND ALL UTILITY, SNOW REMOVAL, ACCESS AND RECREATION EASEMENTS WHICH ARE DEPICTED ON THIS FINAL PLAT ARE DEDICATED FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE TAMARACK MUNICIPAL ASSOCIATION, TOGETHER WITH THEIR GUESTS, INVITEES AND ASSIGNS, SUBJECT TO THE TERMS, CONDITIONS, AND RESERVED DECLARANT RIGHTS WHICH ARE CONTAINED IN THE GENERAL DECLARATION AND THE PHASE 3.3 SUPPLEMENTAL DECLARATION.

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

RANDALL L. VALLEY II

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 RANDALL L. VALLEY II, KNOWN OR IDENTIFIED TO ME TO BE THE OWNER THAT EXECUTED THIS INSTRUMENT.

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 VALLEY HEIGHTS SUBDIVISION 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 VALLEY HEIGHTS SUBDIVISION 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 VALLEY HEIGHTS SUBDIVISION 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 VALLEY HEIGHTS SUBDIVISION 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 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF VALLEY HEIGHTS SUBDIVISION 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 PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
VALLEY HEIGHTS SUBDIVISION**

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
VALLEY HEIGHTS SUBDIVISION**

THIS DECLARATION is made by RANDALL L. VALLEY II, RYAN M. VALLEY and MATTHEW S. VALLEY (collectively “Declarant”), effective as of the date signed by all parties below.

ARTICLE 1 - GENERAL

1.1: Common Interest Community: The name of the common interest community created by this Declaration is “VALLEY HEIGHTS SUBDIVISION”. All of the community is located in Valley County, Idaho.

1.2: Property Affected: Declarant owns certain real property in Valley County, Idaho, which is the subject of the final plat for Valley Heights Subdivision, filed of record with the Valley County Office of Recorder.

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

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

ARTICLE 2 - DEFINITIONS

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

2.2: 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.

2.3: Association: “Association” shall mean the VALLEY HEIGHTS SUBDIVISION Property Owners' Association.

2.4: 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 Amendments to any of the aforementioned documents.

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

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

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

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

2.9: Declarant: "Declarant" shall mean _____, and any successor bulk purchaser of the subdivision lots whom is designated in writing recorded with the Office of Recorder of Valley County, Idaho by _____ as a successor Declarant.

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

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

2.12: Governing Instruments: "Governing Instruments" shall mean the various operative documents of VALLEY HEIGHTS SUBDIVISION and the VALLEY HEIGHTS SUBDIVISION Property Owners' Association, including this Declaration, the Bylaws, the Articles, or any applicable Rules and Regulations, and any amendments thereto.

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.

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

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.

2.16: Owner: The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records 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.

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

2.18: Plat: "Plat" shall mean the final plat for Valley Heights Subdivision, as filed in Official Records of Valley County, Idaho.

2.19: "The Property" or the **"the Subdivision"** shall mean the real property which is the subject of the final plat for Valley Heights Subdivision, as filed in Official Records of Valley County, Idaho. Either term shall include any improvements now or hereafter made on such real property and appurtenances and rights to such real property.

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.

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

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

ARTICLE 3 - LAND USES AND IMPROVEMENTS

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

A. No buildings other than one residence, a guest/caretaker residence and associated accessory buildings incidental and appurtenant to a private residence, shall be erected or maintained on any lot, provided, (1) a garage sufficient in size for Owner's vehicles must be constructed either as part of the primary residence or, if detached, within ninety (90) days after the construction of the residence; and, (2) no more than a total of three (3) buildings, or four (4) buildings if a guest/caretaker residence is constructed and if the garage is detached, shall be allowed on any lot. No use whatsoever shall be made of any parcel herein other than as the site and grounds of a private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like. This is not, however, intended to exclude a guest house, a house for family members, or caretakers' quarters for persons employed upon the premises, if such guest, family member's, or caretaker's housing is allowed by applicable Valley County Ordinances, and Central District Health. See Section 3.25 with regard to rentals. This is also not intended to exclude In Home Businesses described at Section 3.2. All building exteriors must be of similar materials and colors as others located on the same Lot.

B. No structure of a temporary character, to specifically include mobile homes, pre-manufactured homes, modular homes, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Section 6.8; nor shall any residential structure be moved on to any lot from any other location, unless the prior written approval of the DRC is obtained, such approval to be obtained in the same manner as for new construction.

C. Owners, visitors and guests may park a camper, motor home or trailer on a Lot for a reasonable term, not to exceed thirty (30) days in any 3 month period, except with special permission of the DRC.

D. A residence shall contain no less than 1,200 square feet, if single storied, or 1,600 square feet, if two storied, of heated floor area devoted to living purposes (i.e. exclusive of roof or unroofed porches, terraces, basements or garages); and, all construction must be of good quality and done in a good workmanlike manner.

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

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

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

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

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

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

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

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

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

N. The setback of any structure shall be in compliance with the applicable Valley County land use or zoning ordinances.

3.2: In Home Businesses: "In home business," which involve the coming and going of clients or customers or the parking or storage on a Lot of vehicles, machinery, equipment or materials shall not be allowed, except by permission of the Board granted following the process for variances specified in Section 6.10 below. The Board shall not grant the request from an Owner to conduct an in home business which involves the coming and going of customers or clients or the parking or storage on the Lot of vehicles, machinery, equipment or materials unless the Board determines in its sole discretion that the impacts on other lot owners will be negligible.

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

3.4: Storage of Owners' Vehicles and Equipment: All Owners' automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment shall be parked/stored in a garage or other enclosed building, except as provided as Section 3.1(C) above.

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

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

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

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

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

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

3.11: Utilities & Roads:

A. Telephone, Electrical: The Declarant shall provide underground electrical power and telephone service to the Community as a whole. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. Solar panels are allowed, but must be approved by the DRC. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

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.

C. Septic: Sewage disposal for each 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 and <https://www.epa.gov/septic/top-10-ways-be-good-septic-owner>.

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

E. Fire Protection Water Tank. A Fire Protection Water Tank has been installed and is located in Valley Heights Drive (and which is depicted on the Plat). The tank and all related facilities are to be operated and maintained by the Association, as provided at Section 5.3(F) below.

3.12: Obstructions on Common Easements: No gates or obstructions shall be placed upon or block any access road unless the access road terminates on the Lot Owner's property, and the gate or obstruction is placed within the Lot Owner's property. Under no circumstances shall any acts be taken by any Lot Owner which unreasonably degrade or impair the rights possessed by any third-parties to traverse any roads or easements on or across the Property.

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

3.14: Prohibited Lot Uses:

A. There shall be no mining, smelting or milling of ores or similar mineral operations within the Community.

B. No outdoor privy or any common cesspool shall be installed on any lot at any time.

C. Nothing shall be done or kept on any Lot by any person which will increase the rate of insurance on any other Lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.

D. No excavation shall be made on any Lot except as is necessary for the erection of approved structures, in which case the same shall be properly filled within thirty (30) days of the completion of the underground work.

E. No hunting or discharging of firearms shall be allowed within the Subdivision; provided, bow hunting by Owners and guests, accompanied by Owners, shall be allowed.

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

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

3.17: Trash / Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, grass or shrub clippings, construction debris, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections. Garbage containers shall be "bear-proof", in accordance with Idaho Department of Fish and Game Regulations.

In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 9 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand

therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

3.18: Burning / Wood Burning Devices: No burning of any household garbage, trash or other noxious refuse shall be permitted within the Subdivision. Burning of natural materials such as grass/tree trimmings shall take place only with required permits from the local Fire Department and any other agency or authority with jurisdiction. The policies, practices and instructions of such entity shall be strictly followed. Only one wood burning device shall be allowed per Lot. The use of propane fireplaces or heating units is preferred.

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

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

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

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

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

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

3.24: Fire Hazard Mitigation: All Lots shall be maintained in accordance with the Wildland-Urban Interface Fire Code, as it now exists or may be subsequently modified.

3.25: Rentals: The Owner of a Lot may rent or lease their Residence or any guest dwelling unit located on the Lot; provided: (i) there shall be no rental for a period of 30 days or less; and, (ii) the Owner of the Lot shall assure that the renters/lessees are aware of this Declaration and shall incorporate this Declaration into any rental or lease agreement; and, (iii) the Owner of the Lot shall be responsible for any violations by renters/lessees of any of the provisions of this Declaration.

3.26: Timeshares: Except as otherwise approved in writing by Declarant (or the Board after the Transfer of Control Date), which approval can be withheld for any reason, no Lot, whether leased or owned, shall be used for the operation of a timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years. Mere co-ownership of a Lot, ownership of a Lot by an entity, or leasing of a Lot shall not create a Timeshare Program unless it meets any of the conditions described above in this Section.

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

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

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

ARTICLE 4 - ASSOCIATION OPERATION

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

4.2: Membership: Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner

may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or 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.

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

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

4.5: Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association Bylaws, which provisions provide that the Declarant has the right to appoint a majority of the members of the Board of Directors until the transfer of control date.

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

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

B. Upon that date which is three (3) months after all Lots within the Property have been sold to persons other than Declarant.

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

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

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

5.2: Powers of the Association: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and Declaration. The Association shall have the power to do any and all lawful things

which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

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

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

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

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

E. Fines: The Board shall be entitled to impose fines for violations of this Declaration, the Association Rules or other Association Documents in amounts to be provided in the Association Rules. Fines may be assessed only against a Member of the Association, and only if the violator is the Member or a member of the Member's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Member. Fines may be increased in the case of a continuing violation, where the Member has failed to abate the violation within the time allowed therefore by the Board in written notice to the Member. In the case of a single incident, the fine may not be assessed

unless the Member has received at least one prior written notice from the Board that the violation may subject the Member to fine(s). Fines imposed pursuant to this Section may be collected as an assessment as provided in the Bylaws and this Declaration. Non-payment of assessments shall not subject a Member to fines; rather, the remedy therefore shall be as provided in this Declaration and as may otherwise be provided in the Bylaws.

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

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

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

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

B. Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

C. Design Review Committee: Appoint and remove members of the DRC, subject to the provisions of this Declaration. The Board shall also have discretion to itself serve as the DRC, in lieu of appointing an independent Committee.

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

E. Duty to Manage and Care for Roads: The Association shall manage, operate, care for, and maintain and repair all non-public, common easement and access roads within the Property which are identified on the recorded plat of the Property and which are necessary to provide access to the Lots within the Property. The Association

shall have the discretion to not plow snow on private subdivision roads, or portions thereof, which service unimproved Lots.

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

G. Duty to Share in Maintenance of External Fences: The Association shall have a fencing plan with neighboring properties if they run livestock for over 30 days per year. Additionally, the Association must participate with proportionate share in maintenance of external fences, in the proportion required by Idaho law.

ARTICLE 6 – DESIGN REVIEW

6.1: Purpose and Theme of Controls: It is the desire of the Declarant that design controls be implemented for all building improvements to insure that the overall excellence of VALLEY HEIGHTS SUBDIVISION shall be maintained throughout its development. To this end, a Design Review 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 DRC will be exercised towards the end that high standards of workmanship and quality of materials will be maintained throughout the Development and that all improvements will be in harmony with and complement the natural landscape, topography and flora.

6.2: Design Review 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 DRC, which shall be composed initially of the Board of Directors. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his or her successor. Pending such appointment, the remaining members shall discharge the functions of the Committee. The Committee shall be comprised of no less than three (3) nor more than five (5) members, who shall be appointed annually by the Board. A majority of the members shall constitute a quorum. Meetings may be held by telephone conference. The Committee shall designate a Chairperson. The Board may elect to act as the Committee.

The DRC is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, engineers, building contractors, consultants, inspectors and such other staff or consultants who shall be reasonably necessary to advise and assist the DRC in performing the design review functions prescribed in this Article 6. Such consultants may be retained to advise the DRC on a single project, on a number of projects, or on a continuing basis.

6.3: Documentation Required for Design Review 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.

6.4: 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 Section 6.3 hereof;
- B. The Committee finds that the plans and specifications conform to the requirements of Article 3 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.

6.5: Form of Approval or Disapproval:

- A. All approvals given under Section 6.4 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.
- 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

6.6: Dispute Resolution: In the case of any challenge to a decision of the Design Review Committee, the decision shall be reviewed by the Board of Directors. In the case of any challenge to a decision of the Board, the decision shall be upheld unless it is found by clear and convincing evidence that the Boards' decision is: (i) in express violation of this Declaration or any other Governing Instruments, rules or regulations; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive.

6.7: Proceeding with Work: Upon receipt of approval from the Committee pursuant to Section 6.5 above, 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 Section 6.5 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.

6.8: Completion of Construction: The Owner shall complete the construction authorized by the approval given in Section 6.5 within two (2) years 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 DRC 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.

6.9: 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 or to carry such construction forward to completion. In such case, the costs and expenses incurred in such removal or completion 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 or completing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

6.10: Variances: Upon written request from an Owner, the Board may grant a variance from any of the provisions of Article 3, except that limiting land use in the Subdivision to single-family residential uses, 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 6.5(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 percent (60%) 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.

6.11 Liability: Neither the Association nor the Design Review Committee nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article shall not relieve the Owner of strict compliance with applicable governmental laws or regulations.

ARTICLE 7 - EASEMENTS

7.1 Shared Driveway Easement:

A. Owners of Lots 3, 4 and 5 shall have the right to use the Shared Driveway Easement shown on the Plat. In the event that the Owners of such Lots utilize the Driveway Easement to access their lots, they shall share in the cost of construction, maintenance and repair of the Driveway Easement as provided in this Section below.

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

C. The users of the Driveway Easement must maintain it at their own expense, in good condition. All users of a Driveway Easement shall share equally in the cost of maintenance of a Driveway Easement, beginning with the date upon which a Building Permit is issued for the construction of a home on a Lot. No contribution shall be required from any Owner who has not yet obtained a Building Permit.

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

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

7.2 Utility Easements: Declarant reserves the right to construct utilities within any Utility Easement, any road right of way, and any Driveway Easement which is depicted on the Plat, and to grant easements for the repair and maintenance of any such utility. Additionally, snow may be placed within any Utility Easement abutting a road, for the placement of snow plowed, blown or otherwise cleared from driveways or roads. No Building Improvements shall be constructed within any Utility Easement other than utility-related improvements. All Utility Easements are reserved in perpetuity.

7.3 Snow Storage Easements: Snow may be placed within any Snow Storage Easement, for the placement of snow plowed, blown or otherwise cleared from driveways or roads. 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 Easement.

7.4: Declarant's Reservations:

A. Declarant hereby creates and reserves to itself an unrestricted, perpetual easement in and right of use of all roads 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; agricultural use; commercial agriculture; timber transport, including commercial timber harvesting; 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, it shall be the responsibility of commercial agricultural or timber users to promptly repair any damage to the road caused by their use; and, residential users shall share pro-rata in the cost of maintaining the roads.

B. Declarant hereby creates and reserves to itself until Declarant has sold the last Lot in the Property to an Owner other than the Declarant, 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 roads conveyed by plat map, 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 and for other similar or dis-similar facilities and purposes, and for any one or more such purposes.

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

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

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

8.2: Declarant's Right to Further Divide Lots: Declarant shall have the right to further divide any Lot, or adjust Lot lines between Lots, prior to the sale of any such Lot, as approved by Valley County.

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

ARTICLE 9 - ASSESSMENTS

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

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

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

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

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

- A. Repairs and maintenance for non-public roads within the Property, as well as the Fire Protection Water Tank and related facilities;
- B. Expenses of the management of the Association and its activities;
- C. Taxes and special assessments upon the Association's real and personal property;
- D. Premiums for all insurance which the Association is required or permitted to maintain;
- E. Common services to Owners as approved by the Board;
- F. Legal and accounting fees for the Association;
- G. 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.

Regular assessments shall be paid annually as provided in Section 9.5.

9.4: Maximum Regular Assessments:

- A. The Board may prorate the assessment for any Lot Owner in the year of purchase of such Lot on the basis of the actual months of ownership of such Lot by the Lot Owner during such year.
- B. Assessments shall be set by the Board, as necessary to meet the Association's financial needs and pursuant to the terms and restrictions of this Article, which Assessments must be approved by the Declarant until the Transfer of Control Date.
- C. Assessment may be increased by the Board by a sum not to exceed twenty percent (20%) of the prior year's regular assessment. Any increase in the regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment shall require the approval of Declarant until the Transfer of Control Date, and the approval of a majority of those members present at or represented by proper proxy at a meeting of the membership conducted pursuant to notice and at which a quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all members not less than thirty (30) days' nor more than sixty (60) days in advance of such meeting.

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). Subject to the voting requirements for any increase in the annual regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment, 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, provided that the Declarant shall have no liability for regular assessments until the transfer of control date as aforesaid. Each owner other than the Declarant shall become responsible for the regular assessment on a Lot as of the date the Lot is transferred to such owner. The first annual regular assessment for each Owner shall be adjusted according to the number of months remaining in the year.

9.6: 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.

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.

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.

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 of the year.

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. 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.

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 fines imposed for violation of the Association Documents; and agrees to the enforcement of all such assessments and fines in the manner herein specified and as required by Idaho law. 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 and fines provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. Enforcement by Suit: By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments and/or fines, for such delinquent assessments and/or fines as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments 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 9.10 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 his Lot.

ARTICLE 10 - GENERAL PROVISIONS

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

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

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

10.4: Amendment of Declaration After First Lot Sale: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least sixty percent (60%) 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 unanimous approval of the membership of the Association; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarant herein shall survive any such termination; and,
- B. The provisions of this Declaration which limit the allowable land uses in the Subdivision to single-family residential use may be amended only with the approval of ninety percent (90%) of the Membership and the approval of the Board of Commissioners of Valley County, in the same manner as would be required for an approval of a material change to the Conditional Use Permit/Preliminary Plat for the Subdivision.

10.5: Required Consent of Declarant to the Amendment: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor as identified in Section 8.3 above, which consent may be withheld by Declarant for any reason whatsoever. Until the Transfer of Control Date, any proposed amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant) shall require the prior written consent of Declarant, or Declarant's aforesaid successor.

10.6: Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments 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.

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

10.8: 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 attorney's fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year written by the signatures below.

Date:
RANDALL L. VALLEY II

Date:
RYAN M. VALLEY

Date:
MATTHEW S. VALLEY

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

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared RANDALL L. VALLEY II, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

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

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared RYAN M. VALLEY, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

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

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared MATTHEW S. VALLEY, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

MARCH 22, 2023

RANDALL L VALLEY
210 N 2ND E
MOUNTAIN HOME ID 83647-2725

Account Number: [REDACTED]

PAYMENT RECEIPT

Dear RANDALL L VALLEY,

Thank you for your payment of \$60583.00. We received your check [REDACTED] on 03/22/2023 for the following construction project(s):

Description/Work Order #	Payment Amount	Balance Owing
TBD VALLEY HEIGHTS CT Work Order: 27620653 WORK OR	\$60,583.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at 208-388-2323 or 1-800-488-6151.

Thank you.



Service Request Number: 00492690

RANDALL VALLEY - VALLEY HEIGHTS - 5 LOT SUB

Work Order Number:	27620653	Eng Hours:	00016
Request Type:	RS	Eng Fee Amount(Att98):	1,296.00
Rate Sch.:	01 RES	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	

Feeder: LKFK42V
 Service Location: TBD VALLEY HEIGHTS CT DONNELLY, ID 83638
 Required in Service Date: 6/29/2022
 Planning Center/Team: MC CALL

Contact Detail:

CUST RANDALL VALLEY
 3020 NE Scenic Valley Lane, MOUNTAIN HOME ID 83647
 IPCO ADAM COPE
 30 West Lake Fork Rd, MCCALL ID 83638
 RFND RANDALL VALLEY
 3020 NE Scenic Valley Lane, MOUNTAIN HOME ID 83647

 Attribute Information
 RES/COM

Service Voltage	120/240	No. Of Meters	5
Number of Phases	1	Meter Location	
KW Motor Load:	0	Ct Loc	
Largest Motor	0	Primary OH/UG	UG
1 Phase KW Demand	125	Service OH/UG	UG
3 Phase KW Demand	0	Srv Owner	IPCO
Vested Int. Connected Load	75	Panel Amp Size	400 X 5
Commercial Deposit Amount		Service Pole Riser	NO
SIC Number			

Description

INSTALL A SECTER BACKBONE FOR A NEW 5-LOT SUBDIVISION.
 THIS WORK ORDER IS FOR A 5-LOT SUBDIVISION SECTER BACKBONE
 & HAS NO POWER TRANSFORMATION TO A USABLE VOLTAGE.
 THERE IS NO SERVICE WIRE INCLUDED IN THIS WORK ORDER.
 CUSTOMER IS RESPONSIBLE FOR STAKING ALL RUNNING LINES, DEVICE
 LOCATIONS, & FINAL GRADE. ALL SPOILS WILL REMAIN ONSITE.
 ALL IDAHO POWER FACILITIES MUST BE LOCATED IN EITHER AN
 EASEMENT OR THE RIGHTS-OF-WAY.
 THIS WORK ORDER WILL BE WORKED IN CONJUNCTION WITH
 WO#27623507 & WO#27625582.



Idaho Power Company
Service Request

Page: 2
Date: 3/14/2023

Service Request Number: 00492690

RANDALL VALLEY - VALLEY HEIGHTS - 5 LOT SUB

Any changes to the project including but not limited to increases in load, timing of load schedule, location of service, and requested voltage may result in additional charges and/or delay of service. It is necessary to communicate changes as soon as possible.

Client Signature

Date


Idaho Power Representative Signature

3/14/2023

Date

CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: RANDALL VALLEY - VALLEY HEIGHTS - 5 LOT SUB

Construction Costs

Line Installation Costs		
1. Line Installation/Upgrade Charge		\$50,270
2. Customer Credits (Betterment, Metering, Salvage)		\$0
3. Customer Performed Construction Work Credit		\$0
4. Net Line Installation Cost		\$50,270
Unusual Conditions		
5. Unusual Conditions		\$8,986
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)		\$0
7. Net Unusual Conditions		\$8,986
Terminal Facilities Costs		
8. Terminal Facilities		\$0
9. Terminal Facilities Allowances		\$0
10. Terminal Facilities Salvage		\$0
11. Net Terminal Facilities Cost		\$0
12. Underground Service and Attachment Charges		\$0
13. Engineering Charge		\$1,296
14. Permits		\$0
15. Relocation or Removal		\$31
16. Miscellaneous Charges/Adjustments		\$0
17. Net Construction Costs (Line Items 4, 7, 11, 12, 13, 14, 15, 16)		\$60,583
18. Prepaid Charges (Engineering, Permits & Right-of-Way)	\$0	
19. Vested Interest Charge		\$0
20. Customer Payment Due Prior to Construction Scheduling		\$60,583

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes: Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use				Page 1 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00492690		27620653	0000161740	001

By Initialing below, Customer acknowledges and agrees to the following:

N/A The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at
Customer initials <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

Customer initials **Final Grade:** Customer understands that as of [redacted] the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

Customer initials **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use					Page 2 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:	
00492690		27620653	0000161740	001	

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants)

\$0

Customer Payment Due Prior to Scheduling Construction

\$60,583

Underground Service Attachment Charges to be billed separately

Customer
initials

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
30 West Lake Fork Rd
McCall, ID 83638

Customer Signature

Date

Idaho Power Representative



Quote Date 03/14/2023

Internal use				Page 3 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00492690		27620653	0000161740	001

FINLANDIA RE

FA7

THIS WORK ORDER DOES NOT INCLUDE YOUR UNDERGROUND SERVICE CHARGES. YOUR ACCOUNT WILL BE BILLED SEPARATELY ACCORDING TO THE "UNDERGROUND RESIDENTIAL CONDUIT INSTALLATION REQUIREMENTS" ONCE THE SERVICE WORK HAS BEEN COMPLETED.



LOT
2

SWPP:

Feeder Map File Name: 1 KEK4204

Surveyed or GPS: ☐

Print Use Subscription

File Build Date: -

BM

1

Construction Date:

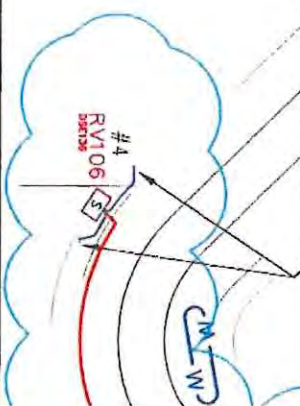


60" AWM CONSTRUCTION

THIS WORK ORDER DOES NOT INCLUDE YOUR UNDERGROUND SERVICE CHARGES. YOUR ACCOUNT WILL BE BILLED SEPARATELY ACCORDING TO THE "UNDERGROUND RESIDENTIAL CONDUIT INSTALLATION REQUIREMENTS" ONCE THE SERVICE WORK HAS BEEN COMPLETED.

DEVELOPER TO STAKE RUNNING LINE, FINAL GRADE AND DEVICE LOCATIONS.
ALL TRENCH SPOOLS TO BE LEFT ON SITE.

2" PRIMARY STUBS



FINLANDIA ROAD

LOT 1

EA9
25 A

SWPP:----

Job Title:
RANDALL VALLEY - VALLEY HEIGHTS - 5 LOT SUB

Additional Description:
INSTALL UG POWER FACILITIES FOR A NEW 5 LOT SUBDIVISION.

Additional Description:
WORK IN CONJUNCTION WITH WO#27623507 & WO#27625582. SHARED TRENCH

Feeder Map File Name: LKFK4204

Surveyed or GPS: S
Joint Use Attachment

Qua 1 TwN 16N Ring 04E Sec 06 BM

Pre-Built Date: --
Built as Designed: -

State 1

Construction Date:

ID Valley

Operating Voltage:

VA-8

RV-104

RV-105

RV-106

4	RV106	STUB
4	RV104	RV106

POINT NOTES:

POINT 1:
REMOVE PROTECTIVE CAP & INSTALL AN ELBOW.

POINT 2:
TRENCH & INSTALL CONDUIT WITH 1/0 PRIMARY CABLE TO A NEW SECTOR WITH A 5-WAY LBC. INST FOR FUTURE LINE EXTENSIONS TO LOTS 2 & 3. INSTALL A LOOP OF PRIMARY CABLE IN SECTOR. IF ONLY IF NEEDED.

POINT 3:
TRENCH & INSTALL CONDUIT WITH 1/0 PRIMARY CABLE TO A NEW SECTOR WITH A 3-WAY LBC. INST FOR FUTURE LINE EXTENSIONS TO LOTS 4 & 5. INSTALL A LOOP OF PRIMARY CABLE IN SECTOR. IF ONLY IF NEEDED.

POINT 4:
TRENCH & INSTALL CONDUIT WITH 1/0 PRIMARY CABLE TO A NEW SECTOR WITH A 3-WAY LBC. INST FOR FUTURE LINE EXTENSIONS TO LOTS 1 & 5. INSTALL A LOOP OF PRIMARY CABLE IN SECTOR. IF ONLY IF NEEDED.

THIS WORK ORDER IS FOR A SUBDIVISION SECTOR BACKBONE & HAS NO POWER TRANSFORMATION TO A L THERE IS NO SERVICE WIRE INCLUDED IN THIS WORK ORDER.

CUSTOMER IS RESPONSIBLE FOR STAKING ALL RUNNING LINES, DEVICE LOCATIONS, & FINAL GRADE. ALL MUST BE LOCATED IN EITHER AN EASEMENT OR THE RIGHTS-OF-WAY.

ALL SPOILS WILL REMAIN ONSITE.

THIS WORK ORDER WILL BE WORKED IN CONJUNCTION WITH WO#27623507 & WO#27625582.



THIS WORK ORDER DOES NOT INCLUDE YOUR UNDERGROUND SERVICE CHARGES. YOUR ACCOUNT WILL BE BILLED SEPARATELY ACCORDING TO THE "UNDERGROUND RESIDENTIAL CONDUIT INSTALLATION REQUIREMENTS" ONCE THE SERVICE WORK HAS BEEN COMPLETED.

DEVELOPER TO STAKE RUNNING LINE, FINAL GRADE AND DEVICE LOCATIONS.

ALL TRENCH SPOILS TO BE LEFT ON SITE.

SWPP:-----

Job Title: RANDALL VALLEY - VALLEY HEIGHTS - 5 LOT SUB

Additional Description: INSTALL UG POWER FACILITIES FOR A NEW 5 LOT SUBDIVISION.

Additional Description: WORK IN CONJUNCTION WITH WO#27623507 & WO#27625582. SHARED TRENCH

Feeder Map File Name: LKFK4204

Qua	Twn	Ring	Sec	BM
1	16N	04E	06	
State ID		County		Valley

Surveyed or GPS: Joint Use Attachment: Pre-Built Date: -- Built as Designed: - Construction Date: Operating Voltage:



An IDACORP Company

Page 1 of 1

Questions? Contact your Customer Care team:

208-388-2323 or 1-800-488-6151 • M-F: 7:30 a.m.-6:30 p.m.

P.O. Box 70 • Boise, ID • 83707

Hablamos español.

For more information and/or self-help options,
visit idahopower.com.

FEBRUARY 24, 2023

RANDALL L VALLEY
210 N 2ND E
MOUNTAIN HOME ID 83647-2725

Account Number: [REDACTED]

PAYMENT RECEIPT

Dear RANDALL L VALLEY,

Thank you for your payment of \$24869.00. We received your check [REDACTED] on 02/24/2023 for the following construction project(s):

Description/Work Order #	Payment Amount	Balance Owing
NASI LN Work Order: 27625582 WORK ORDER: 27625582	\$24,869.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at 208-388-2323 or 1-800-488-6151.

Thank you.



An IDACORP Company

P.O. BOX 70, BOISE, ID 83707
208-388-2323

[REDACTED]
RANDALL L VALLEY
210 N 2ND E
MOUNTAIN HOME ID 83647-2702





An IDACORP Company

Page 1 of 1

Questions? Contact your Customer Care team:
208-388-2323 or 1-800-488-6151 • M-F: 7:30 a.m.-6:30 p.m.
P.O. Box 70 • Boise, ID • 83707
Hablamos español.
For more information and/or self-help options,
visit idahopower.com.

FEBRUARY 24, 2023

RANDALL L VALLEY
210 N 2ND E
MOUNTAIN HOME ID 83647-2725

Account Number: [REDACTED]

PAYMENT RECEIPT

Dear RANDALL L VALLEY,

Thank you for your payment of \$22236.00. We received your check #4343 on 02/24/2023 for the following construction project(s):

Description/Work Order #	Payment Amount	Balance Owing
VALLEY HEIGHTS Work Order: 27623507 WORK ORDER: 27	\$22,236.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at 208-388-2323 or 1-800-488-6151.

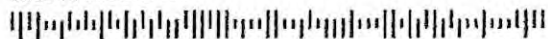
Thank you.



An IDACORP Company

P.O. BOX 70, BOISE, ID 83707
208-388-2323

000244 000000181



RANDALL L VALLEY
210 N 2ND E
MOUNTAIN HOME ID 83647-2702



January 1st, 2023

To our valued Idaho Power customers:

Despite consistent efforts to obtain key material and transformers, Idaho Power is experiencing delays due to supply chain constraints around the world. Idaho Power is working hard to overcome this challenge. We wanted to send you this letter to be as transparent as possible with our customers about potential delays.

Idaho Power is not alone in this struggle. Across the United States, utilities are searching for material and transformers to meet customer needs.

For the past year, Idaho Power has worked diligently to anticipate and resolve possible delays. Here are some of the measures we're taking, all while keeping safety and reliability top of mind:


- Searching for and adding additional distribution transformer and material suppliers.
- Evaluating where substitute material and transformers can be used safely and reliably.
- Working with a recycling manufacturer to obtain used transformer cores. Idaho Power is one of a few utilities that has its own transformer shop to rebuild transformers.

Idaho Power also keeps a minimum amount of material and transformers in reserve to meet our commitment to reliability. It's just one of the many reasons we keep the lights on more than 99.9% of the time.

Idaho Power will continue to follow our new business process, including the project design and cost quotes. Once cost quotes have been paid and projects are ready for construction, we will address each one on a first-to-be-ready, first-served basis.

Please know that we take these delays seriously and are working tirelessly to resolve them. We will notify you of any changes so you can plan accordingly.

Sincerely,



Area Manager
Idaho Power

Service Request Number: 00502615

VALLEY HEIGHTS - OUTSIDE SUB - LKFK42 REGULATOR

Work Order Number:	27625582	Eng Hours:	00005
Request Type:	RS	Eng Fee Amount(Att98):	405.00
Rate Sch.:	01	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	

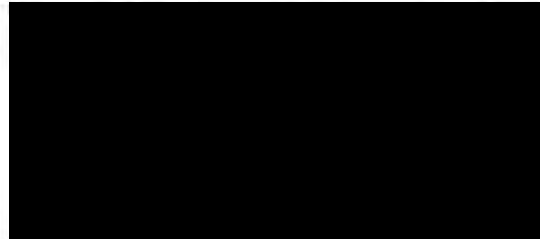
Feeder: **LKFK42V**
 Service Location: **NASI LN DONNELLY, ID 83638**
 Required in Service Date: **2/16/2023**
 Planning Center/Team: **MC CALL**

Contact Detail:

CUST RANDALL VALLEY
 3020 NE Scenic Valley Lane, MOUNTAIN HOME ID 83647

IPCO ADAM COPE
 30 West Lake Fork Rd, MCCALL ID 83638

RFND RANDALL VALLEY
 3020 NE Scenic Valley Lane, MOUNTAIN HOME ID 83647



Attribute Information

RES/COM

Service Voltage	N/A	No. Of Meters	0
Number of Phases	1	Meter Location	
KW Motor Load:	0	Ct Loc	
Largest Motor	0	Primary OH/UG	OH
1 Phase KW Demand	0	Service OH/UG	N/A
3 Phase KW Demand	0	Srv Owner	N/A
Vested Int. Connected Load	75	Panel Amp Size	
Commercial Deposit Amount		Service Pole Riser	NO
SIC Number			

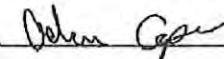
Description

THIS WORK ORDER IS TO UPGRADE THE FACILITIES OUTSIDE OF THE SUBDIVISION TO
 CREATE ADEQUATE CAPACITY. A 100A RAGULATOR WILL NEED TO BE INSTALLED AT
 GISO# 396860.
 WORK IN CONJUNCTION WITH WO#27623507 & WO#27620653.

Any changes to the project including but not limited to increases in load, timing of load schedule, location of service, and requested voltage may result in additional charges and/or delay of service. It is necessary to communicate changes as soon as possible.

Client Signature

Date



Idaho Power Representative Signature

2/16/2023

Date

CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: VALLEY HEIGHTS - OUTSIDE SUB - LKFK42 REGULATOR

Construction Costs

Line Installation Costs		
1. Line Installation/Upgrade Charge		\$23,395
2. Customer Credits (Betterment, Metering, Salvage)		\$0
3. Customer Performed Construction Work Credit		\$0
4. Net Line Installation Cost		\$23,395
Unusual Conditions		
5. Unusual Conditions		\$533
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)		\$0
7. Net Unusual Conditions		\$533
Terminal Facilities Costs		
8. Terminal Facilities		\$0
9. Terminal Facilities Allowances		\$0
10. Terminal Facilities Salvage		\$0
11. Net Terminal Facilities Cost		\$0
12. Underground Service and Attachment Charges		\$0
13. Engineering Charge		\$405
14. Permits		\$0
15. Relocation or Removal		\$536
16. Miscellaneous Charges/Adjustments		\$0
17. Net Construction Costs (Line Items 4, 7, 11, 12, 13, 14, 15, 16)		\$24,869
18. Prepaid Charges (Engineering, Permits & Right-of-Way)	\$0	
19. Vested Interest Charge		\$0
20. Customer Payment Due Prior to Construction Scheduling		\$24,869

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes: Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use				Page 1 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00502615		27625582	0000162909	001

By Initialing below, Customer acknowledges and agrees to the following:

N/A The Customer has received the Underground Residential Conduit Installation brochure/packet or will access
Customer the information available online at
initials <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

N/A **Final Grade:** Customer understands that as of _____ the above-named project will
Customer be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and
initials sub grading completed by this date. The project must be properly referenced and have grade stakes installed
at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths
Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power
facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines,
elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground
equipment, below-ground equipment, cable, or conduit.

Customer **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are
initials construction conditions not normally encountered, but which Idaho Power may encounter during construction
which impose additional, project-specific costs. These conditions include, but are not limited to: frost,
landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching,
boring, nonstandard facilities or construction practices, and other than available voltage requirements. The
total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will
be based on the actual costs incurred by Idaho Power related to the conditions encountered during
performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual
Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use				Page 2 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00502615		27625582	0000162909	001

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants)

\$19,249

Customer Payment Due Prior to Scheduling Construction

\$24,869

Underground Service Attachment Charges to be billed separately

N/A
Customer
initials

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
30 West Lake Fork Rd
McCall, ID 83638

Customer Signature

Date

Idaho Power Representative



Quote Date 02/16/2023

Internal use

Page 3 of 3

Service Request Number:

00502615

Customer Account Number:

Work Order Number:

27625582

Design Number:

0000162909

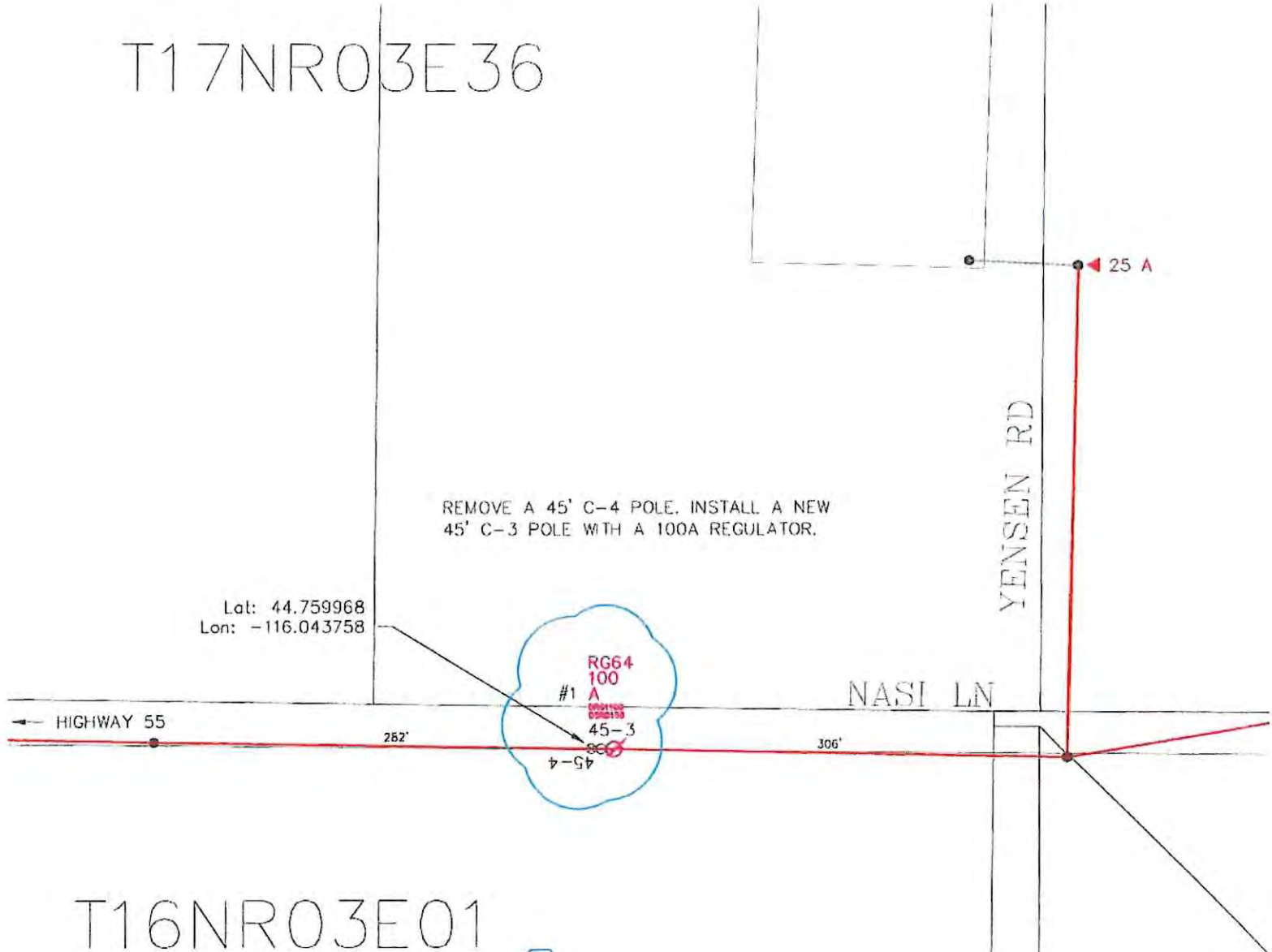
Version:

001

T17NR03E36

Lat: 44.759968
Lon: -116.043758

REMOVE A 45' C-4 POLE. INSTALL A NEW
45' C-3 POLE WITH A 100A REGULATOR.



T16NR03E01



60" AVIAN CONSTRUCTION

RIGHTS
OF
WAY



Customer: _____ Date: _____

Job Title:
VALLEY HEIGHTS - OUTSIDE SUB - LKFK42 REGULATOR

Additional Description:
REMOVE A 45' C-4 POLE. INSTALL A 45' C-3 POLE & A 100A REGULATOR AT POLE GISO

Additional Description:
#396860. OUTSIDE SUB. UPGRADE. WORK WITH WO27623507 & 27620653

SWPP: ----

Feeder Map File Name: **LKFK4204**

Surveyed or GPS: NONE
Joint Use Attachment: NO
Pre-Built Date: ----
Built as Designed: ----
Construction Date: ----
Operating Voltage: 7.2kV

FDR By: ----
Date: ----
ArcFM By: ----
Date: ----

Designer: **AMC0170**
Design No: **0000162909**
Work Order No: **27625582**

Qua	Twn	Rng	Sec	Mer
1	16N	03E	01	BM
Slate ID	County Valley			



January 1st, 2023

To our valued Idaho Power customers:

Despite consistent efforts to obtain key material and transformers, Idaho Power is experiencing delays due to supply chain constraints around the world. Idaho Power is working hard to overcome this challenge. We wanted to send you this letter to be as transparent as possible with our customers about potential delays.

Idaho Power is not alone in this struggle. Across the United States, utilities are searching for material and transformers to meet customer needs.

For the past year, Idaho Power has worked diligently to anticipate and resolve possible delays. Here are some of the measures we're taking, all while keeping safety and reliability top of mind:


- Searching for and adding additional distribution transformer and material suppliers.
- Evaluating where substitute material and transformers can be used safely and reliably.
- Working with a recycling manufacturer to obtain used transformer cores. Idaho Power is one of a few utilities that has its own transformer shop to rebuild transformers.

Idaho Power also keeps a minimum amount of material and transformers in reserve to meet our commitment to reliability. It's just one of the many reasons we keep the lights on more than 99.9% of the time.

Idaho Power will continue to follow our new business process, including the project design and cost quotes. Once cost quotes have been paid and projects are ready for construction, we will address each one on a first-to-be-ready, first-served basis.

Please know that we take these delays seriously and are working tirelessly to resolve them. We will notify you of any changes so you can plan accordingly.

Sincerely,



Area Manager
Idaho Power

Service Request Number: 00500680

VALLEY HEIGHTS - OUTSIDE SUBDIVISION LINE UPGRADE

Work Order Number:	27623507	Eng Hours:	00013
Request Type:	RS	Eng Fee Amount(Att98):	1,053.00
Rate Sch.:	01 RES	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	
Feeder:	LKFK42V		
Service Location:	VALLEY HEIGHTS DONNELLY, ID 83615		
Required in Service Date:	12/27/2022		
Planning Center/Team:	MC CALL		

Contact Detail:

CUST	RANDALL VALLEY
	3020 NE Scenic Valley Lane, MOUNTAIN HOME ID 83647
IPCO	ADAM COPE
	30 West Lake Fork Rd, MCCALL ID 83638
RFND	RANDALL VALLEY
	3020 NE Scenic Valley Lane, MOUNTAIN HOME ID 83647

Attribute Information
RES/COM

Service Voltage	N/A	No. Of Meters	N/A
Number of Phases	1	Meter Location	
KW Motor Load:	0	Ct Loc	
Largest Motor	0	Primary OH/UG	OH
1 Phase KW Demand	0	Service OH/UG	N/A
3 Phase KW Demand	0	Srv Owner	
Vested Int. Connected Load	75	Panel Amp Size	N/A
Commercial Deposit Amount		Service Pole Riser	NO
SIC Number			

Description

THIS WORK ORDER IS TO UPGRADE THE FACILITIES OUTSIDE OF THE SUBDIVISION TO CREATE ADEQUATE CAPACITY. THE F111 WILL NEED TO BE UPGRADED TO A 40K FUSE, THE TX112 WILL NEED TO BE UPGRADED FROM A 167KVA TO A 500KVA PRIMARY STEP TRANSFORMER, & THE F120 WILL NEED TO BE UPGRADED TO A 65K FUSE.

WORK IN CONJUNCTION WITH WO#27625582 & WO#27620653.

AN ITD PERMIT IS REQUIRED.

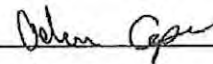
Service Request Number: 00500680

VALLEY HEIGHTS - OUTSIDE SUBDIVISION LINE UPGRADE

Any changes to the project including but not limited to increases in load, timing of load schedule, location of service, and requested voltage may result in additional charges and/or delay of service. It is necessary to communicate changes as soon as possible.

Client Signature

Date


Idaho Power Representative Signature

2/16/2023

Date

CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: VALLEY HEIGHTS - OUTSIDE SUBDIVISION LINE UPGRADE

Construction Costs

Line Installation Costs

1. Line Installation/Upgrade Charge	\$18,707
2. Customer Credits (Betterment, Metering, Salvage)	\$(432)
3. Customer Performed Construction Work Credit	\$0

4. Net Line Installation Cost	\$18,275
--------------------------------------	-----------------

Unusual Conditions

5. Unusual Conditions	\$1,986
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0

7. Net Unusual Conditions	\$1,986
----------------------------------	----------------

Terminal Facilities Costs

8. Terminal Facilities	\$0
9. Terminal Facilities Allowances	\$0
10. Terminal Facilities Salvage	\$0

11. Net Terminal Facilities Cost	\$0
---	------------

12. Underground Service and Attachment Charges	\$0
---	------------

13. Engineering Charge	\$1,053
-------------------------------	----------------

14. Permits	\$0
--------------------	------------

15. Relocation or Removal	\$922
----------------------------------	--------------

16. Miscellaneous Charges/Adjustments	\$0
--	------------

17. Net Construction Costs (Line Items 4, 7, 11, 12, 13, 14, 15, 16)	\$22,236
---	-----------------

18. Prepaid Charges (Engineering, Permits & Right-of-Way)	\$0
---	-----

19. Vested Interest Charge	\$0
----------------------------	-----

20. Customer Payment Due Prior to Construction Scheduling	\$22,236
--	-----------------

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes: Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use				Page 1 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00500680		27623507	0000162367	002

By Initialing below, Customer acknowledges and agrees to the following:

N/A The Customer has received the Underground Residential Conduit Installation brochure/packet or will access
Customer the information available online at
initials <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

N/A **Final Grade:** Customer understands that as of _____ the above-named project will
Customer be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and
initials sub grading completed by this date. The project must be properly referenced and have grade stakes installed
at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths
Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power
facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines,
elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground
equipment, below-ground equipment, cable, or conduit.

Customer **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are
initials construction conditions not normally encountered, but which Idaho Power may encounter during construction
which impose additional, project-specific costs. These conditions include, but are not limited to: frost,
landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching,
boring, nonstandard facilities or construction practices, and other than available voltage requirements. The
total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will
be based on the actual costs incurred by Idaho Power related to the conditions encountered during
performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual
Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use				Page 2 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00500680		27623507	0000162367	002

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants)

\$16,606

Customer Payment Due Prior to Scheduling Construction

\$22,236

Underground Service Attachment Charges to be billed separately

N/A
Customer
initials

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
30 West Lake Fork Rd
McCall, ID 83638

Customer Signature

Date

Idaho Power Representative

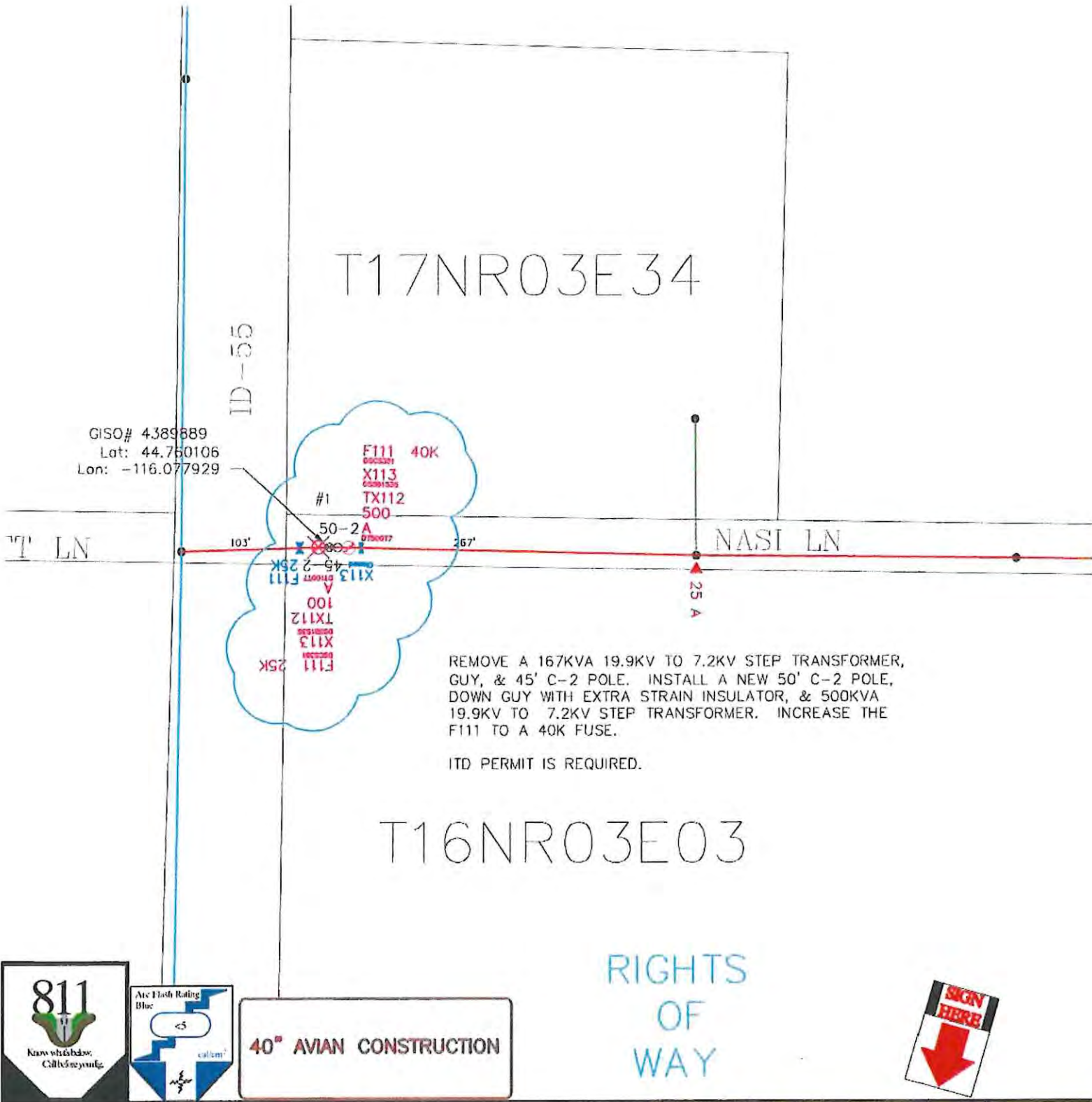


Quote Date 02/16/2023

Internal use

Page 3 of 3

Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00500680		27623507	0000162367	002



					40" AVIAN CONSTRUCTION		RIGHTS OF WAY			
Job Title: VALLEY HEIGHTS - OUTSIDE SUBDIVISION LINE UPGRADE										
Additional Description: UPGRADE F111 TO A 40K FUSE, THE TX112 FROM A 167KVA TO A 500KVA STEP XFMR										
Additional Description: INSTALL A 100A REGULATOR AT GISO# 396860 & UPGRADE THE F120 TO A 65K FUSE										
Feeder Map File Name: LKFK4204					Surveyed or GPS: NONE Joint Use Attachment: NO		FDR By: ---- Date: ----		Designer: AMC0170 Design No: 0000162367	
Qua 1	Twn 17N	Rng 03E	Sec 34	Mer BM	Pre-Built Date: ---- Built as Designed: ----		ArcFM By: ---- Date: ----		Work Order No: 27623507	
State ID					County Valley		Construction Date: ---- Operating Voltage: 7.2kV			

T17NR03E36

N11
25 A

VILL RD

GISO# 397024
Lat: 44.759977
Lon: -116.032452

CHANGE OUT A PORCELAIN SWITCH & ARRESTER.
REMOVE A 15K FUSE & INSTALL A 65K FUSE.

#2
F120
65K

F120
15K

T16NR03E01

HIGHWAY 55

NASH LN

RIGHTS
OF
WAY



40" AVIAN CONSTRUCTION

GRAPH SCALE

Customer:

Date:

Job Title:
VALLEY HEIGHTS - OUTSIDE SUBDIVISION LINE UPGRADE

Additional Description:
UPGRADE F111 TO A 40K FUSE, THE TX112 FROM A 167KVA TO A 500KVA STEP XFMR

Additional Description:
INSTALL A 100A REGULATOR AT GISO# 396860 & UPGRADE THE F120 TO A 65K FUSE



Feeder Map File Name: **LKFK4204**

Surveyed or GPS: NONE
Joint Use Attachment: NO

FDR By: ----

Designer: **AMC0170**

Pre-Built Date: ----

Date: ----

Design No: **0000162367**

Built as Designed: ----

ArcFM By: ----

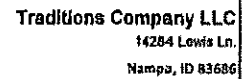
Work Order No: **27623507**

Construction Date: ----

Date: ----

Operating Voltage: 7.2kV

Qua	Twn	Rng	Sec	Mer
1	17N	03E	34	BM
State ID	County Valley			



CLIENT # 0063
INVOICE #5 PAID TO DATE RECEIPT

BILL TO: Ryan Valley
Valley Family
5663 E. Felly Rim Ct.
Boise, ID 83716

DATE
8.21.23

Line Item Description of line item:	Price	Previous Amount Billed	Current Billing	Total Completed to date	Balance Remaining to Complete	Amount Paid to date	Balance
ITEM 1 Subdivision Road mobilization, staging and construction	\$447,110.00	\$447,110.00		\$447,110.00	\$0.00	\$447,110.00	\$0.00
Extra work to be determined as needed (TBD):							
Item 2 Remove, handle and relocate previously stockpiled material from neighbor (work in progress)	TBD	\$20,686.59		\$20,686.59		\$20,686.59	\$0.00
Item 3 Oversized rock, boulders and rock excavation (work in progress)	TBD	\$44,604.30		\$44,604.30		\$44,604.30	\$0.00
Item 4 Private driveways and building pad construction (work in progress)	TBD	\$59,969.99		\$59,969.99		\$59,969.99	\$0.00
Totals	\$447,110.00	\$572,370.88	\$0.00	\$572,370.88	\$0.00	\$572,370.88	\$0.00

TERMS OF PAYMENT:
Balance due upon receipt of invoice

TOTAL DRAW REQUESTED:
\$0.00



Traditions Company LLC
14284 Lewis Ln., Nampa, ID 83686
Email: [REDACTED]
Website: www.traditionscompany.llc

April 15, 2023
Ryan Valley and Valley Family
5663 E. Felly Rim Ct.
Boise, ID 83716
[REDACTED]

PROPOSAL FOR: Ryan Valley, Valley Heights Subdivision road construction

PREPARED BY: Traditions Company LLC

SCOPE: Earthwork and grading for subdivision roadway and culdesac Donnelly, Idaho.

DETAILS: Scope of work based on telephone conversation, conference call and emails between Tony Maris (Traditions Company LLC) and Valley Family and Crestline drawings Sheets 1 thru 7, Parametrix approval October 14, 2022.

Section 1: Construct 2200 LF roadway and culdesac

Per conversations with the Valley Family we propose to construct the private roadway from Finlandia St up to the permanent culdesac. See Traditions Company April 15, 2023 scope of work attached.

Cost Estimate and Proposal amount \$ 447,111.00

TERMS: \$25,000 due upon signature of proposal to complete TRC planning, equipment and housing reservations

A mobilization deposit of \$50,000 will be requested once a mobilization date is determined with the Valley Family and TRC Company. Balance of contract value will be invoiced as inprogress invoices and will be due in 10 days after progress draws are submitted (based on timelines of construction and progress of completion). Check and CC accepted.

Schedule: We would expect to start the mobilization process within the next several weeks and start construction immediately thereafter, weather and snow melt allowing.

Upon signature by all parties, this shall serve as 'the agreement.'

Signatures:

[Signature]
Traditions Company LLC

Date

Ryan Valley [Signature]

Date

4/25/23

D-U-M-S: 117677060

Cage Code: BRDS2

RCE#-55805

Traditions Company, LLC
Scope of Work and Cost Proposal

April 15, 2023

Subject: Valley Heights Subdivision, Donnelly Idaho
2200 lf Road Grading and culdescac, Earthwork, Erosion Control, Culverts and Ditches

Scope of Work:

1. All mobilization and demobilization for our work. Operational overhead, site facilities, perdiem and travel.
2. Design and build a GPS digital terrain model for our work to be utilized by grade control equipment, slope and road bed grade checking. Owner will still need to provide construction survey layout, slope staking, and other drainage features staking.
3. Owner to provide Erosion control (see Syman Erosion Control and Sedimentation quote attached), consisting of SWIPP plan, CESL certified inspections and compliance with Valley County standards. Erosion control to consist of but not necessarily be limited to Site compliance inspections and monitoring, 2500 lineal feet of straw waddles, (not silt fence), Jute matting 1,100 square yards, BMP maintenance, and hydroseeding approximately 4.5 acres.
4. Minimal site topsoil stripping is expected but will be performed before site cuts and embankments and stockpiled then redistributed onsite. No offsite disposal or landscaping.
5. Excavate and grade for approximately 1250 lf of stormwater detention swales. Spread 2-3" of topsoil and hydroseed.
6. Excavate and finish grade for 2112 lf of roadside ditch grading and install 35 each rip rap rock check dams
7. Furnish and install ADS N-12 plastic pipe culverts 15" and 12" as shown, 229 lf, 6 locations, including sloped culvert end sections with riprap rock dissipators.
8. Site mass excavation, embankments and grading for new road. Significant slope excavation , grading and fill slope grading and compaction. Reutilization of onsite soils for embankments and backfill. Key way benching steps excavation into existing slopes for structural fill placement and compaction of all fills per geotechnical compaction testing requirement. (No wet weather soils stabilization, solid rock excavation or oversized boulder handling, or retaining walls.) Owner to provide Geotechnical testing and inspection.
9. Impact of existing fills and embankments that have been previously placed at mid slope turn in road (approximate road stations 23+50 to 21+00) is unknown at this time and will be evaluated once survey layout and sitework removal, re-compaction or handling is determined.
10. Finish grading of all subgrade for site improvements is included to +/- 0.20 ft. .
11. Design section for 12" depth of pitrun will be constructed with re-utilization of salvaged onsite pit run materials.
12. Furnish and install a 4" to 6" average depth of standard 3/4" minus baserock imported and placed for final road surfacing.
13. Excavate and backfill for water storage tank (supplied by others), assumes we can lift and set tank with trackhoe onsite. Reutilize native backfill under, around and over tank. No specialty import backfill.
14. Provide water truck onsite for dust control and compaction. Water supply and source is by owner.
15. All materials, trucking, labor and equipment are included for our work.

Total costs estimated for above scope of work: \$ 447,111.00

Clarifications:

- **Please note:** Potential escalation of fuel and materials costs may occur and is not known at this time due to supply chain and inflationary increases. Cost of potential surcharge will be determined at time of impact.

Other Owner responsible items not included above:

Permits, fees, Construction Survey and any required engineering
Permanent power backbone and trenching
Grading for private driveways and building pad excavation and embankments
Erosion control (Syman's estimate attached) \$25,742.98
Geotechnical inspection and testing (Atlas proposal attached) \$20,100.00

Please do not hesitate to contact me with any questions.
Thank You

Tony Maris




NATIONALTANK
OUTLET

4728 Spottswood Ave, Ste 328
Memphis, TN 38117
Phone: [REDACTED]

Invoice

Date	Invoice #
7/27/2023	108608

Bill To
Ryan Valley 210 North 2nd East Mountain Home, ID 83647 [REDACTED]

Ship To
Ryan Valley 13265 Finlandia Rd Donnelly, ID 83615 [REDACTED]

P.O. No.		Terms	Rep	Ship Date	Ship Via	FOB
		Prepaid	Amy	7/27/2023	Best way	MN
Quantity	Item	Description			Price Each	Amount
1	D45686	10000 Gallon Norwesco Underground Water Tank w/ Two 24" Manways 356" Length x 101" Width x 107" Height 24" x 12" tall riser Customer Pick Up			20,095.00	20,095.00T
4	D64411				85.00	340.00T
Thank you for your business - Amy				Subtotal \$20,435.00		
				Sales Tax (6.0%) \$1,226.10		
				Total \$21,661.10		
				Balance Due \$21,661.10		

Payment confirmation: Invoice #108608-(National Tank Outlet)

1 message

QuickBooks Payments

Thu, Jul 27, 2023 at 2:09 PM

To:



[Manage payment](#)



You paid \$21661.10

to National Tank Outlet on 07/27/2023

Payment details

Invoice no.	108608
Invoice amount	\$21661.10
Total amount	\$21661.10

No additional transfer fees or taxes apply.

Status	Paid
Payment method	Personal checking *****5207
Authorization ID	ARZVJWSX

Please don't reply to this email, if you need any help regarding this message, please contact the business directly.

Thank you,

SENT VIA EMAIL

October 14, 2022

Parametrix No. 314-4875-001 Task 02.103

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

Re: Valley Heights Subdivision – Final Grading and Drainage 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 conditional approval of the documents.

The recommended approval is conditioned on the final plat containing legal mechanisms (slope easements or open area designation) to protect the stability of the newly constructed steep roadway slopes from impacts due to future development of the individual lots.

Please contact me with any questions or comments.

Sincerely,

PARAMETRIX
Valley County Engineer



Paul Ashton, P.E.

cc: Project File

Anthony Dini, EIT, Crestline Engineers

WILDFIRE MITIGATION PLAN



MARCH 2023

Valley Heights Subdivision Wildland Urban Interface Fire Protection

Prepared for:
Ryan Valley



323 Deinhard Lane, Suite C
PO Box 2330
McCall, Idaho 83638

VALLEY HEIGHTS SUBDIVISION

Wildland Urban Interface Fire Protection Plan

MARCH 2023

Crestline Engineers, Inc.
323 Deinhard Lane, Suite C
PO Box 2330
McCall, Idaho 83638




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Attachments:

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Attachment 2	Drawing No. EX-1, Lot Layout, Lot Acreage and Street Name
Attachment 3	Site Photographs
Attachment 4	Boise National Forest, Fire History 1980 to 2018
Attachment 5	Fire Response Map
Attachment 6	Reducing Wildfire Risks In the Home Ignition Zone Informational Pamphlet
Attachment 7	Valley County Evacuation Checklist and “Living with Fire in Valley County” Brochure

Tables:

Table 1	Valley Heights Subdivision Lot Acreage
---------	--

Figures:

Figure 1	Valley Heights Subdivision, Fire Prone Landscape Map
Figure 2	Defensible Space Diagram

1.0 Report Purpose and Objectives

1.1 Project Purpose

The Wildland Urban Interface (WUI) includes areas where human developments intermix with wildland and vegetative fire fuels. As the number of structures and developments into the WUI increases, the need for protection and public safety also increases. Therefore, wildfire mitigation actions are well advised to allow safe inhabitancy in these fire environments. Valley County recognizes the need for each community to prepare a wildfire mitigation plan in order to provide a safe environment within a fire-prone area. In working in collaboration with the 2018 *Valley County Wildland Urban Interface Fire Protection Plan Manual*, the purpose of this Wildfire Protection Plan is threefold:

- 1) To identify, discuss and reduce the wildfire risks within the Valley Height Subdivision;
- 2) to meet requirements of the Valley County Planning and Zoning Commission's Conditional Use Permitting (CUP) process for the Valley Heights Subdivision;
- 3) to comply with the Valley County Planning and Zoning Commission and the structural fire districts in satisfying the current subdivision regulations, subsection 10-3-2-6D7 of Valley County's Code of Ordinances (Ord. 10-07, 8-26-2010).

1.2 Project Objective

The objective of this document is to describe the location and identify clear priorities for the implementation of wildfire mitigation in the Valley Heights Subdivision. This document will prioritize recommendations to lower the communities' hazards and therefore, improving fire safety at the Valley Heights Subdivision, as well as at the adjoining parcels.

The Valley Heights proposed subdivision is 33.26 total acres that will be subdivided into five residential lots. This plan intends to identify and minimize the risk of wildfire to this proposed subdivision and structures. The following agencies and entities will be contacted to receive project-specific information and to provide any input on the Plan:

- Valley County Planning and Zoning Commission
- Southern Idaho Timber Protective Association
- Adjacent landowners and homeowners
- Donnelly Rural Fire Protection District.

1.3 Valley County Submittal Requirements

This Wildfire Mitigation Plan was prepared in compliance with Valley County Idaho Code, Chapter 7-Wildland Urban Interface Fire Protection Plan, Section 10-7-4, Submission Requirements.

1.3.1 General Requirements

All developers of proposed subdivisions shall provide a wildland urban interface fire protection plan for review and approval by the Valley County Planning and Zoning Commission along with their preliminary plat application or planned unit development submittal.

1.3.2 Content

The plan shall be based upon a site-specific wildfire risk assessment that includes consideration of location, topography, aspect, flammable vegetation, climatic conditions, and fire history. The plan shall

address water supply, access, fire protection systems and equipment, defensible space, and vegetation management.

1.3.3 Preparation

The plan shall be developed by a "professional". Professionals can be prequalified by the commission and a list will be maintained at the Valley County Planning and Zoning office. Crestline Engineers was approved by Valley County Commissioners on August 11, 2022.

1.3.4 Format

The format of the plan is prepared into two sections, consisting of wildfire risk assessment and wildfire risk mitigation.

1.3.5 Review

After the plan and a preliminary plat application is submitted to the Valley County Planning and Zoning Office, the Valley County Fire Working Group will review and make recommendations to the Planning and Zoning Administrator.

1.3.6. Community Collaboration

Upon approval by the county, a Firewise community collaboration group should be established at Valley Heights Subdivision and a lead person should be identified to promote and engage the mitigation plans addressed in this report. This group will be responsible to establish roles, responsibilities, funding needs, timetables, and the priorities relevant to Valley Heights Subdivision.

2.0 Subdivision Wildfire Risk Assessment

2.1 Site Description and Background

The Valley Heights Subdivision is located in Valley County Idaho, Parcel RP16N04E065407 in Section 6, Township 16 North, Range 4 East. The property is currently undeveloped land and lies approximately three miles northeast of Donnelly on Finlandia Road and is 33.26-acres. See Attachment 1, Vicinity Map. The Finlandia Subdivision is located directly north of the parcel, agricultural land to the west and south, and a privately managed forest to the east.

The property is sloped has an elevation ranging from 4950 to 5250 feet and primarily a southwest facing property and site drainage flowing towards Cascade Reservoir. There are no streams or surface water present on this parcel, and it is unknown if underground springs are present. The average precipitation for the McCall/Donnelly area is 25 inches per year¹.

2.2 Site Assessment

A site visit was conducted on September 28, 2022, to examine the forest structure (species, canopy cover, and density), document existing structures and roads, and other existing conditions that could influence fire behavior within the parcel.

2.2.1 Estimate of Property Density

The proposed subdivision is 33.26 acres consisting of five residential, single-family lots, ranging from 5.07 to 7.64 acres per lot. Please see Attachment 2, Drawing No. EX-1, for the proposed subdivision layout and lot lines.

Table 1. Valley Heights Subdivision Lot Sizes

Lot No.	Lot Size (Acres)
1	6.04
2	7.64
3	5.99
4	5.07
5	5.10

2.2.2 List of Current Structural and Wildlife Jurisdictional Agencies

The Donnelly Rural Fire Protection District has jurisdiction over structural fires. Wildfire suppression for timbered lands is provided by Southern Idaho Timber Protective Association (SITPA).

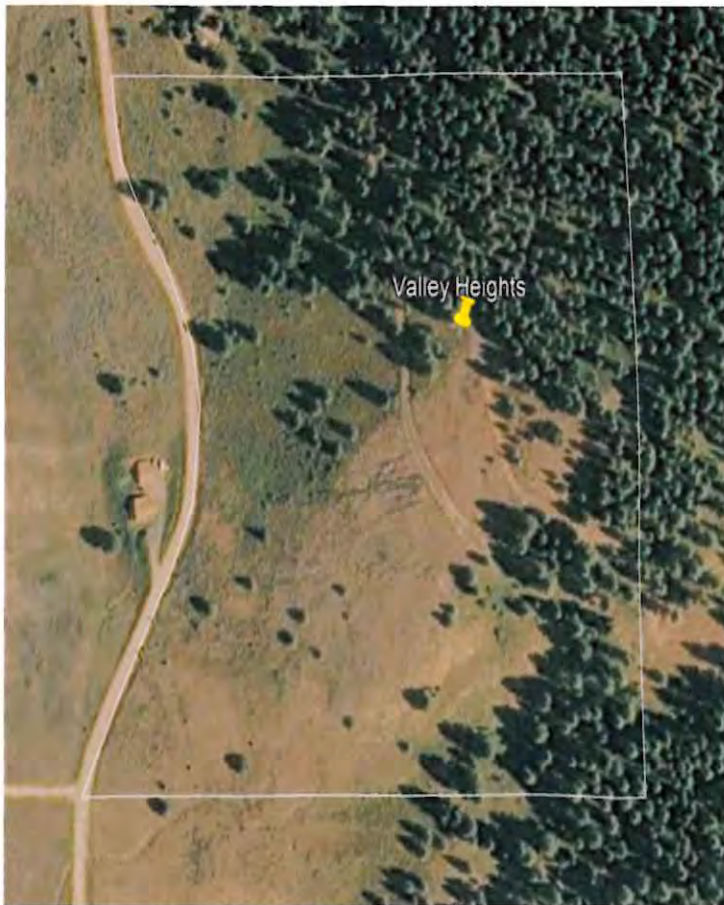
2.3 Existing Vegetative and Fuel Hazard Conditions

During the site visit, it was determined that this site has an overall canopy cover of approximately 10% to 20% and is primarily Ponderosa Pine, however in some portions of the parcel, mostly in the northeast, the canopy cover is approximately 30% to 40%. Photographs 1-5 in Attachment 3 displays general, overall photographs of the parcel. The northern and eastern portion of the property is more densely forested and is composed of 95% Ponderosa pine and 5% Douglas Fir. The majority of the trees present were within the overstory category. The southern and western areas of the parcel have sparse canopy cover and is dominated by grass and shrub species. Understory vegetation was composed of a mixture of grasses and shrubs such as snowberry, currant, chokecherry, and ninebark (Site Photographs 9, 11, 12, and 16). Bitterbrush is present in the western portion of the parcel and could potentially suggest past frequent fires. Google Earth imagery indicates that between 2013 and 2017, the timber was thinned/harvested throughout the property reducing the canopy cover and tree density. This harvest left the overstory age groupings well represented and multi-storied.



Looking east from the access road

There is sparse, dead woody material on the ground that will need to be removed prior to development to reduce fire spread hazard. It is assumed that this woody material is left over from the thinning operation.



2013 Google Earth Imagery, Pre-thinning



2017 Google Earth Imagery, Post-thinning

2.3.1 Seedling/Saplings

The seedling/sapling age group size ranges from trees that are one (1') foot to twenty-five (25') feet tall with a diameter breast height (DBH) up to six (6") inches. This age group comprises a small percentage (approximately less than 5%) of the overall timber stand, are well-spaced and are most likely natural regeneration from the harvest that occurred in 2017. This small percentage of the overall population could also be a result of cattle or ungulate damage.

2.3.2 Pole Size

The pole size tree age group ranges in size from six (6") to ten (10") DBH, Approximate ages of these trees are 30 to 75 years old. This age group also comprises a small percentage of the overall timber stand at approximately 10%. The pole size trees present were mostly Ponderosa pines.

2.3.3 Overstory

Trees in the overstory have a DBH greater than ten (10") inches and approximately greater than 75 years old. The overstory trees composed over 85% of the site and was represented by 95% Ponderosa pines and 5% Douglas fir. The overstory Douglas firs present were isolated to the northeast portion of the parcel. The central and southern portion of the parcel has approximately 10% cover of Ponderosa pines, including some remnant trees that indicate that the density of the trees is likely greater than historic populations.



Looking north from the center of the property. There is good crown distance between the overstory.

2.4 Fire History

Available fire history records for this area indicate that there has been a low occurrence of human or lightning caused fire ignition in the past. However, the Donnelly Fire Chief, Juan Bonilla, did state there was a human caused fire in the Finlandia Subdivision approximately fifteen (15) years ago. Two old snags were observed on the parcel with fire scars; however, the dates of the past fire activity are unknown. In addition, bitterbrush was present on the western portion of the parcel indicating that past fires have indeed occurred on the parcel. The Boise National Forest Fire History Map (Attachment 4) displays the fires that have occurred between 1980 to 2018 as well as total acreage burned. According to the map, there were two fires were within 10-20 miles of the parcel in 1986 and 2015, respectively. The Boise National Forest property boundary is approximately four miles away from the parcel to the North and has little impact on the occurrence of fire within the proposed subdivision, mainly due to the south-southwest wind



Tree scarring, evidence of past forest fire

patterns of Valley County. The land between Valley Heights Subdivision and Boise National Forest has multiple parcels that are owned by Willow Creek Vista, LLC, and aerial imagery from 2020 indicates that these lands have a high density of roads and also suggest the timber has been thinned, reducing tree density and canopy cover on those parcels.

2.4.1 Common Weather Patterns

Weather patterns in Valley County during the summer months produce thunderstorms that have the potential to ignite wildfires. The average summer temperature (June 20 through September 14) is 70 degrees, and the average for July is 78 degrees. Increased summertime thunderstorms, warm temperatures, low humidity, and winds from the south/southwest create an ideal situation for the ignition of a fire from natural or human caused events. The rapid changes of weather conditions in the summer and fall months could create fire behavior that increases the risks of homeowners and firefighters.

2.4.2 Site Topography

The topography of the parcel is sloped and occur on the western and southern portions of the parcel. Slopes on the site range from 8% to 45% and the facing aspect of the site is south-southwest, with a small area of northeastern aspect on the northeast portion of the parcel.

2.4.3 Perceived Main Risk to Property

Tree densities and canopy cover are low from the previous thinning treatment and present little potential for crown spreading fires on the parcel. However, the adjacent parcels have a higher tree density percentage with tree crowns touching. The higher density forests were observed on the northern, eastern, and a portion of the southern boundary. Photos 3-5 and 16 in Attachment 3 show these areas of denser forest on neighboring property. The density of vegetation in these surrounding parcels may pose a wildfire risk to Valley Heights Subdivision.

2.5 Existing Roads and Bridges

There is one existing dirt road that enters the parcel from the north off Vili Road. The road runs through the center of the parcel and then runs to the east where it ends. There are no bridges on the parcel.

2.6 Existing Buildings and Proposed Structures

There are no existing building structures on the parcel. It is assumed the vacant lots will eventually have a single-family, residential house as well as other outbuildings such as garages and shops.

2.7 Infrastructure at Risk

There is currently no infrastructure or utilities on the parcel that would increase fire risk. There are several residences on adjoining parcels to the North.

2.8 Existing Features, Fire Breaks and Water for Wildfire Control

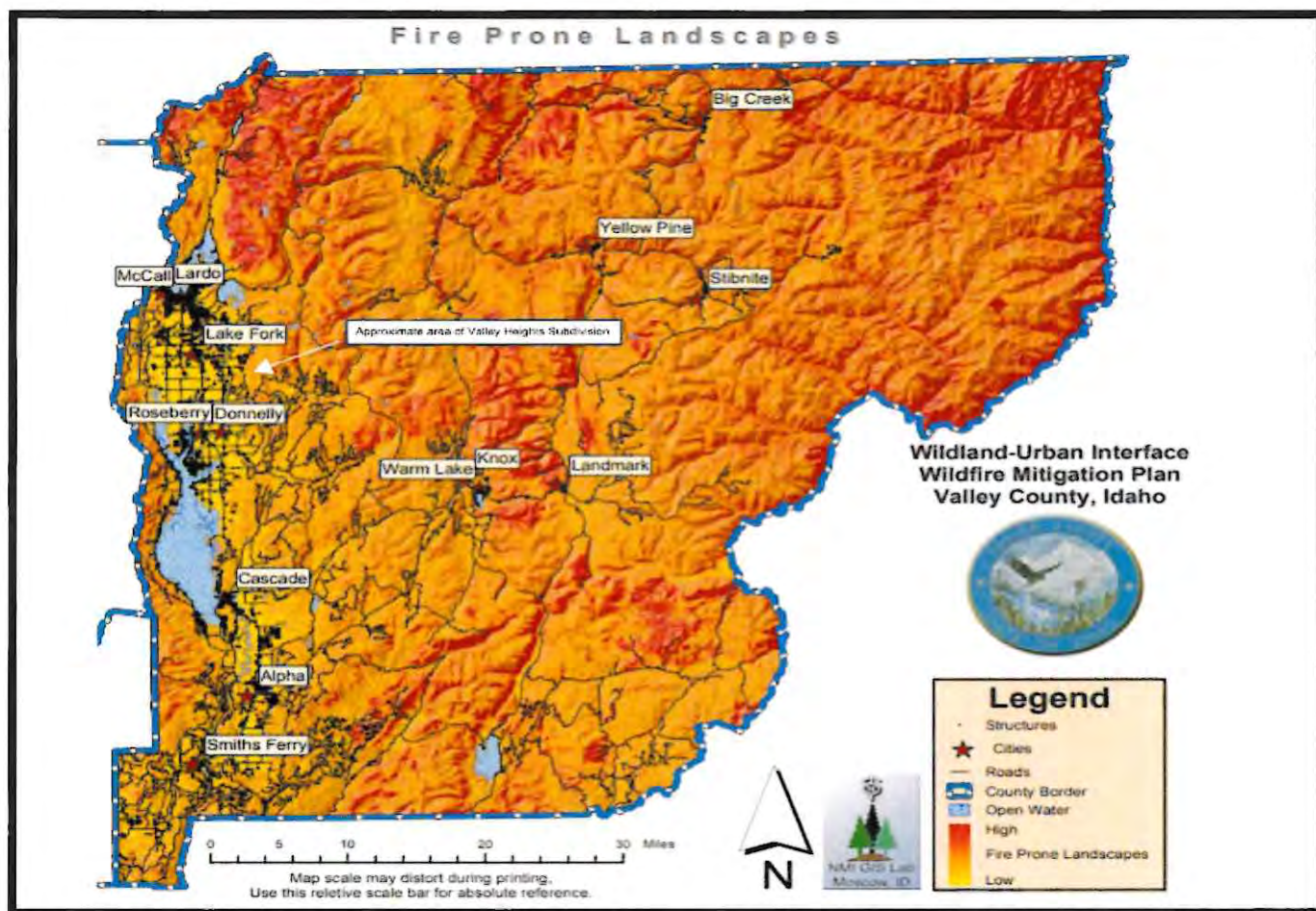
As a result of past thinning operations, the existing tree density and canopy cover provide little potential for spreading crown fires. In addition, lands to the south and east are primarily agricultural irrigated lands that would not contribute to the spread of fire. There is no surface water within the property.

2.9 Wildfire Risk Assessment Summary

According to the Valley County Fire Prone Landscapes Map, the parcel has a medium to high hazard rating. The parcel's rating will be designated at moderate, due to previous thinning projects that reduced canopy cover and current tree density. The following reasons aid in the moderate risk designation:

- While the trees and vegetation at Valley Heights Subdivision are properly thinned and maintained, the surrounding properties have dense growth due to a lack of management. The crowded canopies and low limbs within these neighboring dense areas provide a high fuel load, increasing the likelihood of a crown fire.
- The lack of a dependable year-round natural water source on site decreases the chances of suppressing a fast-moving fire. A 10,000-gallon fire tank is be installed at entrance of the subdivision to help aid firefighters. This tank will be continuously supplied by a well and the site has been approved by the Donnelly Fire Department.
- The likelihood of a human-caused fire from the surrounding neighborhoods is high due to the number of residences and the lack of forest management with these parcels.

Figure 1. Valley Heights Subdivision, Fire Prone Landscape Map



3.0 Subdivision Wildfire Risk Mitigation

3.1 Planned Ingress and Egress Routes

The proposed Valley Heights Road will be connected to Finlandia Drive and meet Valley County road standards as indicated in the preliminary plat and construction details. Valley Heights Road will be a gravel road that is twenty-eight (28') feet wide with a twelve (12') feet easement on both sides for snow storage and utility easement. The road is suitable for emergency vehicles and should be well-signed from Finlandia Drive. There is a cul-de-sac at the end of the drive that will provide access to lots 2 through 4. The Valley County Fire Districts recommend that driveways shall not exceed a 10% grade, must be at least twelve (12') feet wide, have an un-obstructed vertical clearance of 13.5 feet, and can support fire apparatus up to 70,000 pounds. If needed, the existing dirt road on the parcel will be used for emergency egress to Vili Road and is a thirty (30') feet shared access, easement road.

3.2 Water Supply for Fire Response

A 10,000-gallon capacity fire protection water tank will be installed at the entrance to the proposed subdivision, in conjunction with a well and power source. The tank will be supplied by a well and will automatically fill year-round. All lots will have individual wells to supply the residences, although this source may not be sufficient for fire suppression. Dipping and/or drafting from Cascade Reservoir could also be an option for water supply (approximately 20 miles air distance).

3.3 Estimated Fire Agencies Response Time

The parcel is located within District 1 of the Donnelly Rural Fire Protection District (DRFPD) and the estimated response time is seven (7) minutes. SITPA response time for wildland fires is approximately thirty (30) to forty-five (45) minutes. Additional wildfire resources from federal agencies are available on request. Please see Attachment 5, Fire Response Map, for a planned emergency route to the subdivision.

3.4 Proposed Internal Fire Protection Systems

There are no proposed internal sprinkler systems at this time but should be considered at each residence given the lack of water available for fire suppression.

3.5 Proposed Infrastructure

The proposed subdivision will have a single access road, described above, ending with a cul-de-sac. Driveways should not exceed a 10% grade and must be at least twelve (12') feet wide. Driveways need to have a vertical clearance of 13.5 feet and be able to support fire suppression vehicles up to 70,000 pounds.

It is suggested that builders use building materials that are fire resistant and are recommended by the International Fire Code and Valley County Building Department. Underground lines will carry electrical power throughout the proposed subdivision. Septic systems and individual wells will supply each lot. Road signs and property addresses will be clearly labeled when constructed.

All residences will have their address number posted in accordance with the Valley County standards. All numbers must be posted at the entrance to the driveway or on the house and the numbers must be at least 3.5 inches tall with reflective coloring.

3.6 Evacuation and Pre-Incident Planning

A plan will be developed for the proposed subdivision, as well as each residence, for pre-incident and evacuation planning that will be instituted by the community's covenants, conditions, and restrictions (CCRs). Pre-planning for evacuation routes in the case of a wildfire will be established. The subdivision should coordinate yearly with the DRFPD and SITPA to examine fire hazards for the subdivision and address any changes or updates that should be considered.

While considering the evacuation routes, the occupancy frequency of the members of the subdivision should also be considered. Are these primarily second home residences? Or will these structures be primary homes for the occupants?

3.7 Vegetation Treatments & Recommendations to Reduce Fuel Loads

Prior to road construction and during site grading, a fuel reduction should be followed to remove all woody ground fuels, slash piles and any other hazards. Dead and dying should also be removed and existing trees should be limbed where appropriate.

Continued maintenance and thinning of the forested area within Valley Heights Subdivision be continued. Ensure the crowns of the trees are not touching and remove/prune the lower branches of the trees (ladder fuel) to encourage any fires to stay at ground level. It is also recommended to pay special attention to the trees and vegetation along the property lines of this parcel, as the adjoining parcels have dense growth and pose a potential risk. All dead trees and dying stems should be removed on the entire subdivision.

It is suggested that defensible space be designed to reduce fuel loads around homes and implemented before construction within the proposed subdivision. There are three zones that successfully create defensible space around homes according to Firewise programs; the immediate zone (0-5 feet), intermediate zone (5-30 feet) and the extended zone (30-100 feet). Below are some suggestions to create a defensible space for each zone and are detailed fully in Attachment 6, Reducing Wildfire Risks in the Home Ignition Zone.

Immediate Zone (0 to 5 Feet)

- All plant debris should be removed from around the residence.
- Use non-combustible mulch such as stones and rock around the home, instead of mulch or wood chippings.
- Trim branches that overhang the home, porch and deck while pruning the lower branches of larger trees at least six (6') feet from the ground.
- Keep leaf litter and pine needles off of the roof and remove branches within 10 feet of the chimney.
- Use ignition resistant building materials on exterior walls.
- Use non-flammable fencing materials.
- Keep the gutters clean of leaf debris that is collected in gutters (annually).

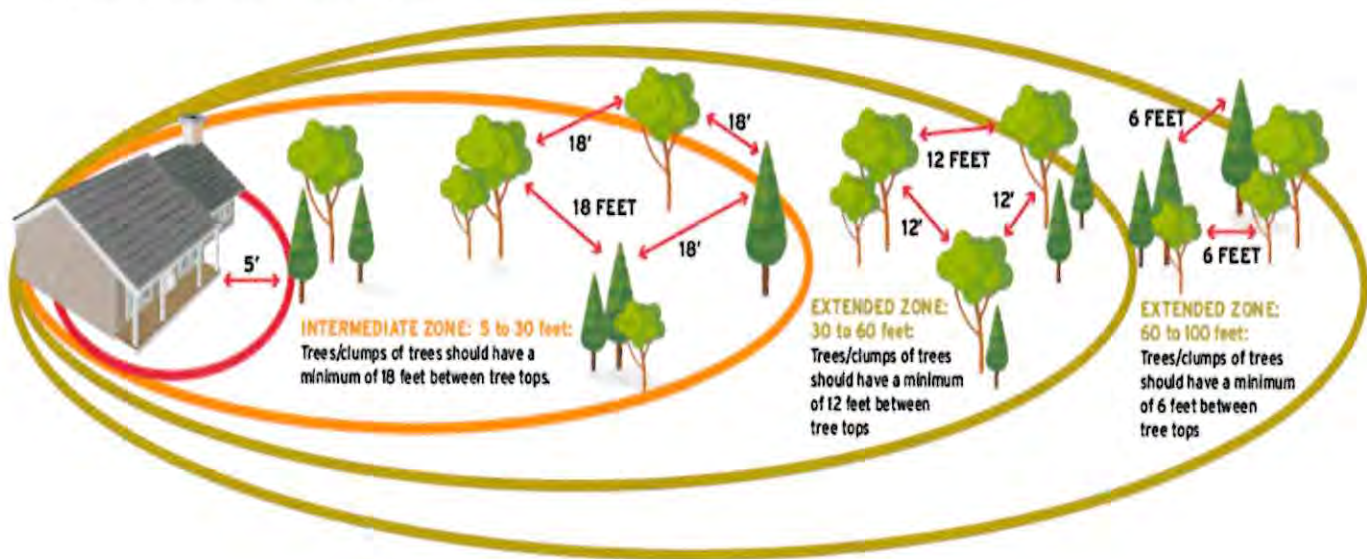
Intermediate Zone (5 to 30 Feet)

- Keep vegetation clear around propane tanks.
- Keep grasses mowed to four inches.
- Irrigate lawns and trees to prevent them from becoming dry.
- Remove vegetation under trees to prevent fire from reaching tree crowns.
- Trees should have a minimum of ten (10') to eighteen (18') feet between crowns, this spacing should increase as slope increases.
- Remove ladder fuel by pruning the lower branches of trees to minimize the risk of any fires reaching the crowns.
- Create fuel breaks such as pathways.

Extended Zone (30 to 100 Feet)

- Remove piles of ground litter/debris, dead plants, and tree materials.
- Remove vegetation around out-buildings.
- Remove small conifers growing between mature trees.
- Space all trees to have a minimum of six (6') to ten (10') feet between the crowns, this spacing should increase as slope increases.
- Remove ladder fuel by pruning the lower branches of trees to minimize the risk of any fires reaching the crowns.

Figure 2. Defensible Space Diagram



The above image shows the defensible space zones in relation to recommended tree spacing and is further described in Attachment 6, Reducing Wildfire Risks in the Home Ignition Zone. Specific recommendations for Valley Heights Subdivision include; thinning areas where tree crowns are touching, remove dead trees and brush from the ground (Site Photographs 18-19), and pruning dead branches off of the lower portions of trees (Site Photographs 6-7).

3.8 Long Term Planning and Maintenance

Valley Heights Subdivision will develop a Firewise plan that will address the long-term fire protection maintenance plan and schedule that will be included in the CCRs. Below is a list of some of the potential considerations for the long-term plan:

- Create a buffer around adjacent parcels that are more densely forested.
- Use native and fire-resistant plants for landscaping. Promote native species such as Ponderosa pine, Western Larch, and Douglas Fir.
- Create and maintain the three zones of defensible space for homes.
- No open fires during the closed burn season (May 10 to October 20).
- Vegetation zones within the 100-foot zone of each structure will be reduced annually.
- Yearly removal of woody debris on the ground throughout the Subdivision. This can be done on-site by piling and burning at approval times or the debris can also be taken to the Valley County transfer site on Spink Lane.
 - No open fires are allowed during the closed burn season (May 10 through October 20). If a burn pile is performed, accommodations should be taken to prevent the fire from escaping the structure.
- Keep vegetation and tree branches cut back along the roads to allow access for firefighting equipment.
- Meet periodically with DRFPD and SITPA to review trends and projections for future fire risk and fire risk reduction capabilities.

3.9 Proposed Immediate Community Action Planning

3.9.1 Placement of Gas Utilities

According to the Forest Service, propane tanks should be accessible and placed in the Intermediate Zone (5-30 feet) away from the house. Combustible materials and surface fuels, like firewood, should be kept away from propane tanks.

3.9.2 Building Materials

Many communities in Idaho have adopted all or part of the International Wildland-Urban Interface Code (2006). These codes set standards for new construction and can include:

- Ignition resistant building materials.
- Ignition resistant building techniques.
- Driveway access for fire apparatus,
- Vegetation plans for new residences and subdivisions that provide defensible space.
- Sprinkler systems on structures over 5000 sq. ft.
- Proper address labels for emergency response.

For ordinances and building codes specific to Valley County, contact the Valley County Planning and Zoning Office

3.9.3 Roof Materials

Homes without fire-resistant roofs are up to twenty-one times more likely to be destroyed by wildfire. Though no building material is fireproof, using fire-rated materials and approved structural assemblies can significantly reduce the time it takes a fire to ignite a roof and spread into the underlying structure. *Class A roofs* are able to withstand severe exposure to fire and should be the choice for anyone living in wildland/urban interface areas. Materials include asphalt fiberglass composition shingles, concrete or clay tiles, brick, slate, fiber-cement products, and metal.

3.10 Completion of a Subdivision-Specific Firewise Plan

Recommendations for actions within the plan include, but are not limited to:

- An annual "Firewise Workday" to collect yard debris and clippings.
- Provide annual or bi-annual curb side chipping days for the residents.
 - Contact the Valley County Firewise Group for funding opportunities (See Resources section).
- Apply the Firewise defensible space standards to new building and homes, and implement the standards into the CC&Rs for the Subdivision:
 - Annually, clean a one hundred (100 ft) foot radius around each structure of needles and woody debris.
 - Annual tree and shrub thinning as recommended in the defensible space image.
 - Annual cleaning of gutters on all structures within the subdivision
 - Firewise group research grant opportunities for community efforts and coordination efforts to reduce fire loads.

3.11 Evaluation of Annual Changes in Wildfire Risk

Residents will be subject to CCRs that provide an annual evaluation of fuel loading and recommendations for removal. Development of this project into a community worthy of a Firewise Communities USA designation is the goal of this plan.

4.0 References and Resources

References:

Boise National Forest Fire History 1980 to 2018.

https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd656510.pdf

Donnelly Rural Fire Protection District. <https://donnellyfire.net/>

Idaho Firewise. Accessed September 2022. <http://idahofirewise.org/>

Miller, Stephen R., T. Wuerzer, J. Vos, E. Lindquist, M. Mowery, T. Holfeltz, B. Stephens, and A. Grad. 2016. Planning for Wildfire in the Wildland-Urban Interface: A Resource Guide for Idaho Communities. https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2845046

National Fire Protection Association. Preparing Homes for Wildfires. Accessed October 2002. <https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Wildfire/Preparing-homes-for-wildfire>

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U.S. Department of Agriculture. Missoula Fire Science Lab. Wildlife Hazard Potential. 2020. <https://usfs.maps.arcgis.com/apps/mapviewer/index.html?layers=55226e8547f84aae8965210a9801c357>

Valley County Idaho. Wildfire Mitigation Webpage. Accessed September 2022. <https://www.co.valley.id.us/WildfireMitigation>

Valley County, Idaho Code. Chapter 7. Wildland Urban Interface Fire Protection Plan. https://codelibrary.amlegal.com/codes/valleycountyid/latest/valleycounty_id/0-0-0-4825#JD_10-7-4

¹Weather Spark. Climate and Average Weather Year-Round in McCall, Idaho. Accessed September 2022. <https://weatherspark.com/y/2164/Average-Weather-in-McCall-Idaho-United-States-Year-Round#:~:text=Climate%20and%20Average%20Weather%20Year,or%20above%2088%C2%B0F.>

Resources:

Valley County - County Wildfire Protection Plan

<http://www.co.valley.id.us/community/wildfire-mitigation/>

McCall Fire and EMS

<https://mccallfire.weebly.com/>

Donnelly Rural Fire Protection District

<http://www.donnellyfire.com/>

Cascade Fire

<https://cascadeid.us/city-government/cascade-rural-fire-department/>

Southern Idaho Timber Protective Association

<http://www.sitpa.org/>

Valley County Fire Working Group

<https://www.facebook.com/VCFWG>

Idaho Firewise <http://idahofirewise.org/>

<https://www.forestsandrangelands.gov/communities/documents/cwpphandbook.pdf>

How to prepare for a wildfire

[https://www.fema.gov/media-library-data/1409003859391-](https://www.fema.gov/media-library-data/1409003859391-0e8ad1ed42c129f11fbc23d008d1ee85/how_to_prepare_wildfire_033014_508.pdf)

[0e8ad1ed42c129f11fbc23d008d1ee85/how_to_prepare_wildfire_033014_508.pdf](https://www.fema.gov/media-library-data/1409003859391-0e8ad1ed42c129f11fbc23d008d1ee85/how_to_prepare_wildfire_033014_508.pdf)

National Fire Prevention Association

<https://www.nfpa.org/News-and-Research/News-and-media/Press-Room/News-releases/2012/Firewise-Communities-Program-launches-new-complimentary-online-toolkit>

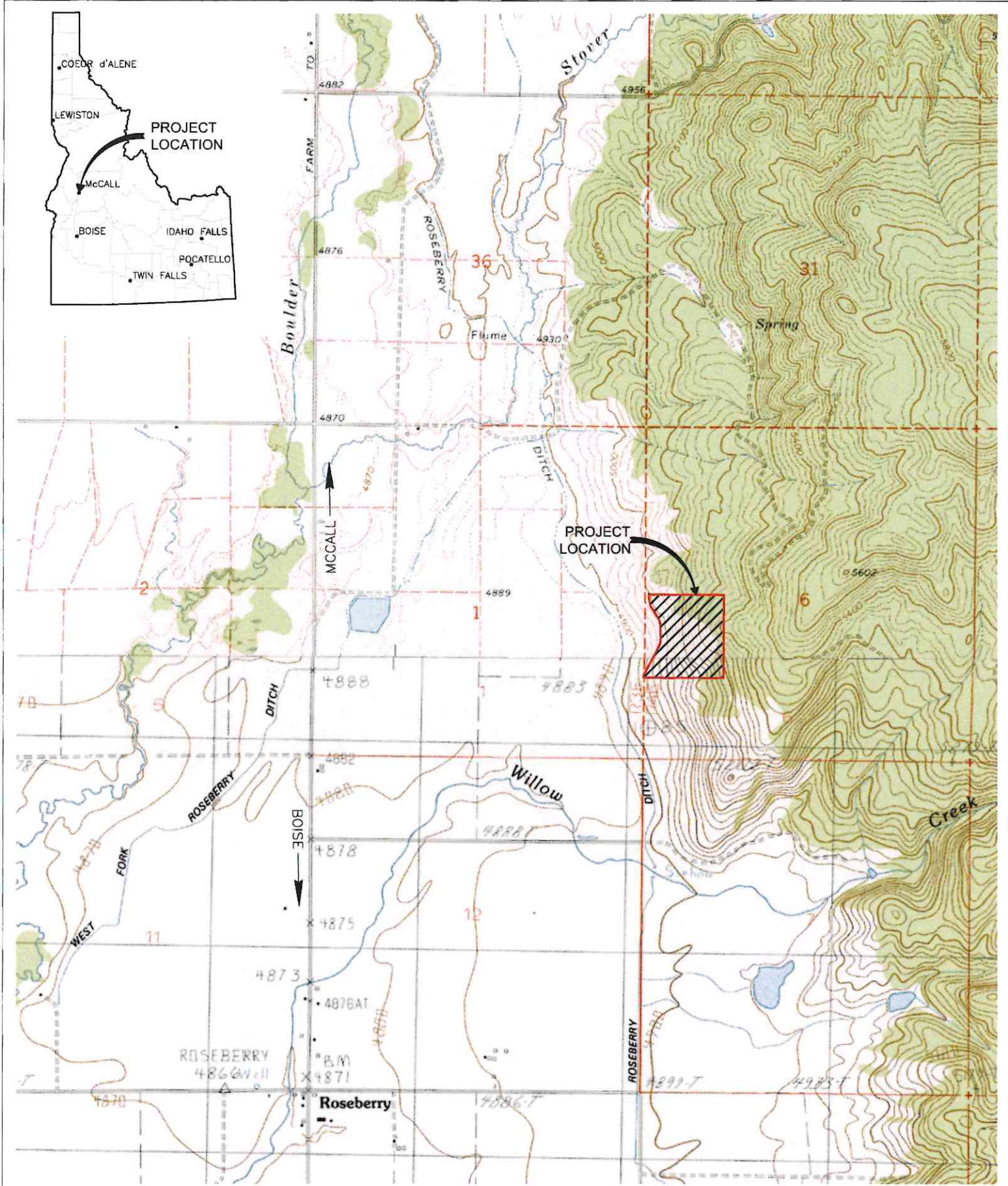
Planning for Wildfire in the Wildland-Urban Interface: A Resource Guide for Idaho Communities

https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2845046

Community Wildfire Defense Grant

<https://www.fs.usda.gov/managing-land/fire/grants>

Attachment 1
Vicinity Map



NORTH
SCALE: 1" = 2000'



CRESTLINE
ENGINEERS

323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

VALLEY HEIGHTS SUBDIVISION
VICINITY MAP

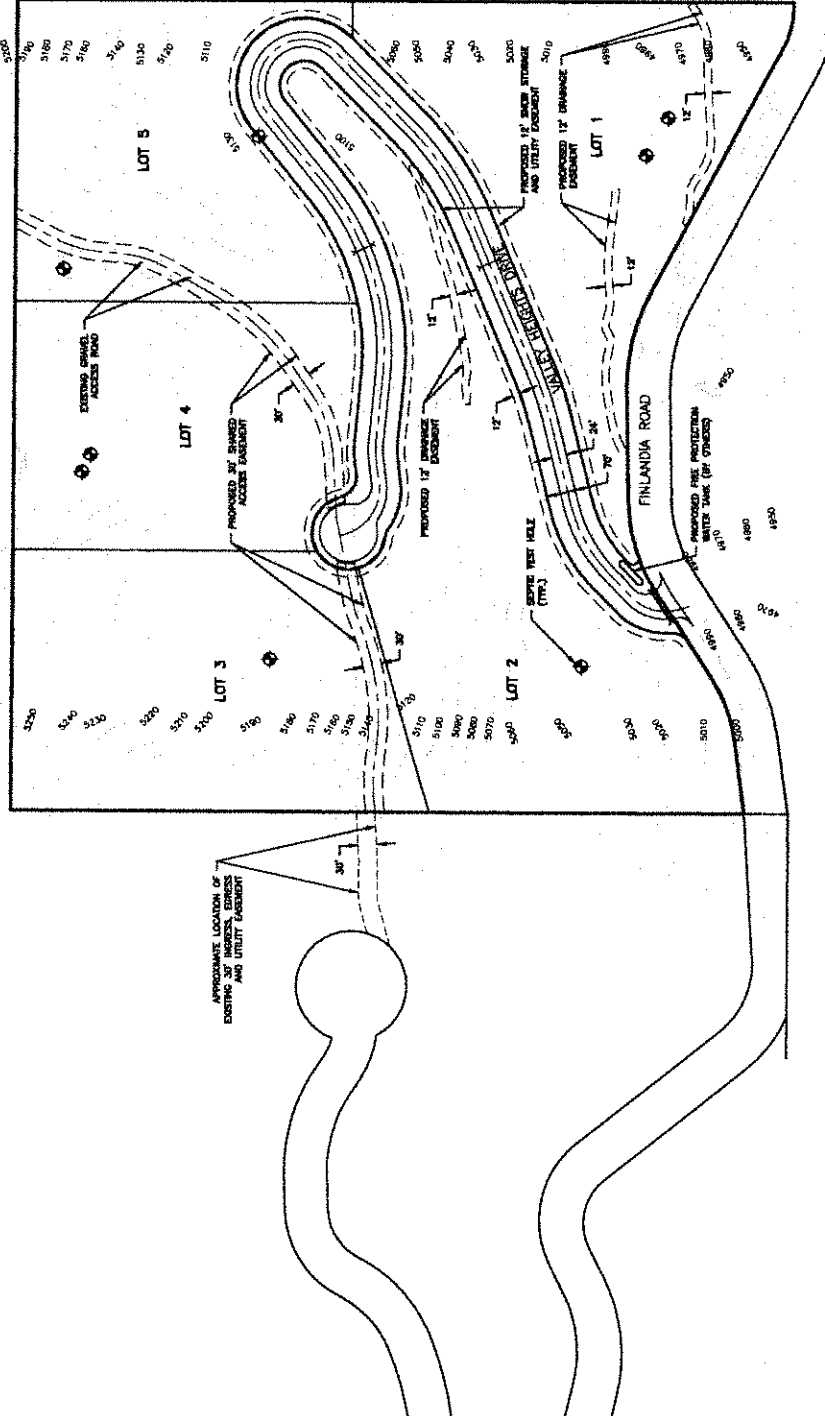
PROJECT	21049	DRAWN	FIGURE NO.
DATE	9/6/2022	SMR	1 OF 2

Attachment 2

Lot Locations and Acreage

NOTES:

1. REFER TO DRAWING NO. C-1, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.



NORTH
SCALE: 1" = 100'

REVISION		BY	DATE	DESIGN
1.	VALLEY COUNTY ENGINEERING SUBMITAL	AMB	8/2/2022	DTT
2.	REVISED PER VALLEY COUNTY COMMENTS	AMB	10/12/2022	DTT/AMB
3.	REVISED FIRE TANK LOCATION	AMB	2/22/2023	DTT/AMB
				CHECKED
				DTT
				APPROVED
				DTT

		CRESTLINE ENGINEERS 323 DENIHARD LANE, SUITE C • PO BOX 2330 McALL, IDAHO 83633 208.634.4140 • 208.634.4146 FAX	
VALLEY HEIGHTS SUBDIVISION VALLEY COUNTY, IDAHO ROADWAY, GRADING, DRAINAGE AND STORMWATER MANAGEMENT IMPROVEMENTS OVERALL LAYOUT		VALLEY HEIGHTS SUBDIVISION VALLEY COUNTY, IDAHO ROADWAY, GRADING, DRAINAGE AND STORMWATER MANAGEMENT IMPROVEMENTS OVERALL LAYOUT	

DATE OF DESIGN	PROJECT	DATE	DRAWING NO.	SHEET NO.
8/2/2022	2108	2/22/2023	C-1	3 OF 7

Attachment 3
Site Photographs



Photo Locations



Photo 1: View looking north from the dirt road.



Photo 2: View looking south from the dirt road.



Photo 3: View looking north at the eastern property boundary. The forest is denser with increased canopy cover on the property to the east.



Photo 4: View looking southeast at property boundary. The forest is denser with increased canopy cover on the property to the east and south.



Photo 5: Looking east toward adjacent property. The forest is denser with increased canopy cover on the property to the east and south.



Photo 6 and 7. Examples of trees on the parcel that can be pruned to reduce ladder fuels.



Photo 8: View looking southwest.



Photo 9: View looking northwest.



Photo 10: View looking southwest.



Photo 11: View looking west at the densest area of trees on the parcel.

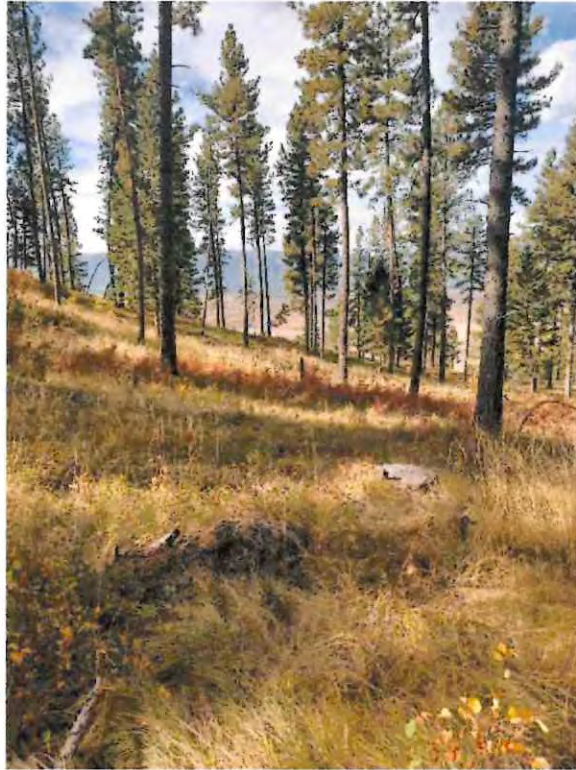


Photo 12: View looking southwest from road.

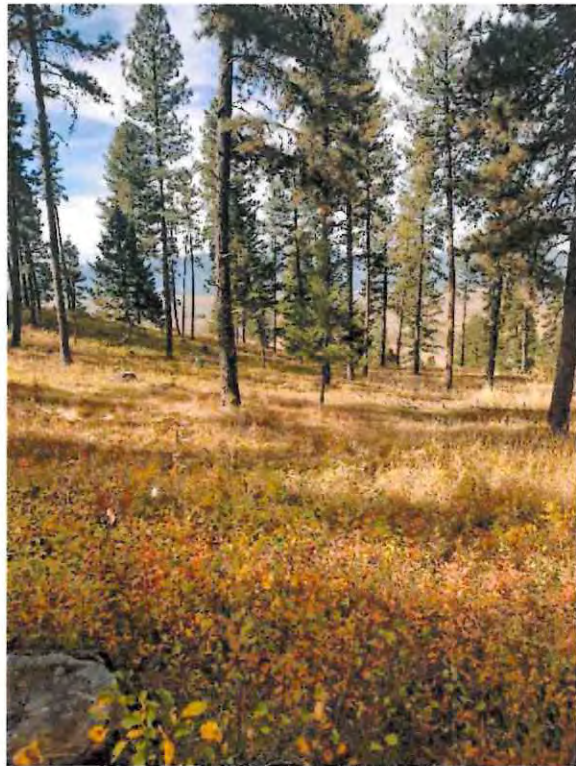


Photo 13: View looking southwest.



Photo 14. Snag with old fire scars.



Photo 15: View looking southwest.



Photo 16. Looking northeast at adjacent land owners property that has not been thinned and the crowns are touching.



Photo 17. View looking southeast from Finlandia Road.



Photo 18. Example of debris that should be removed.

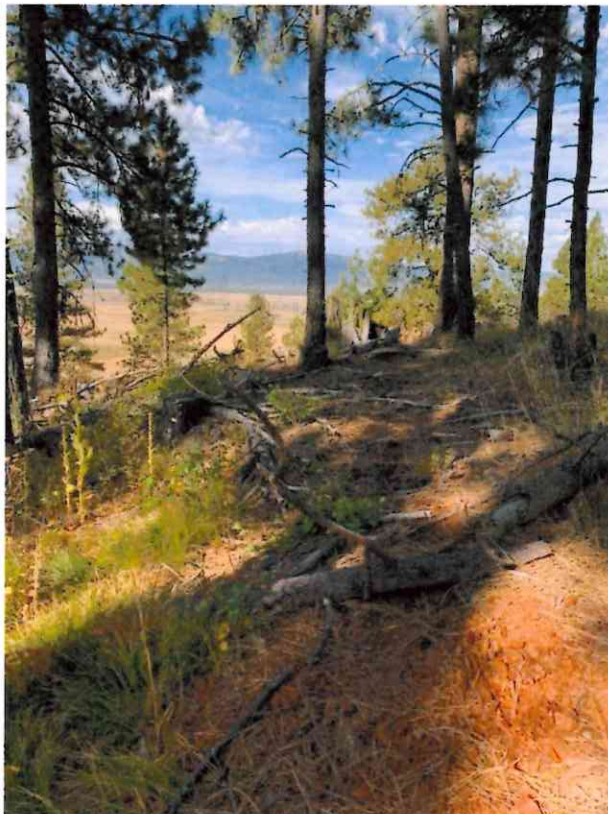
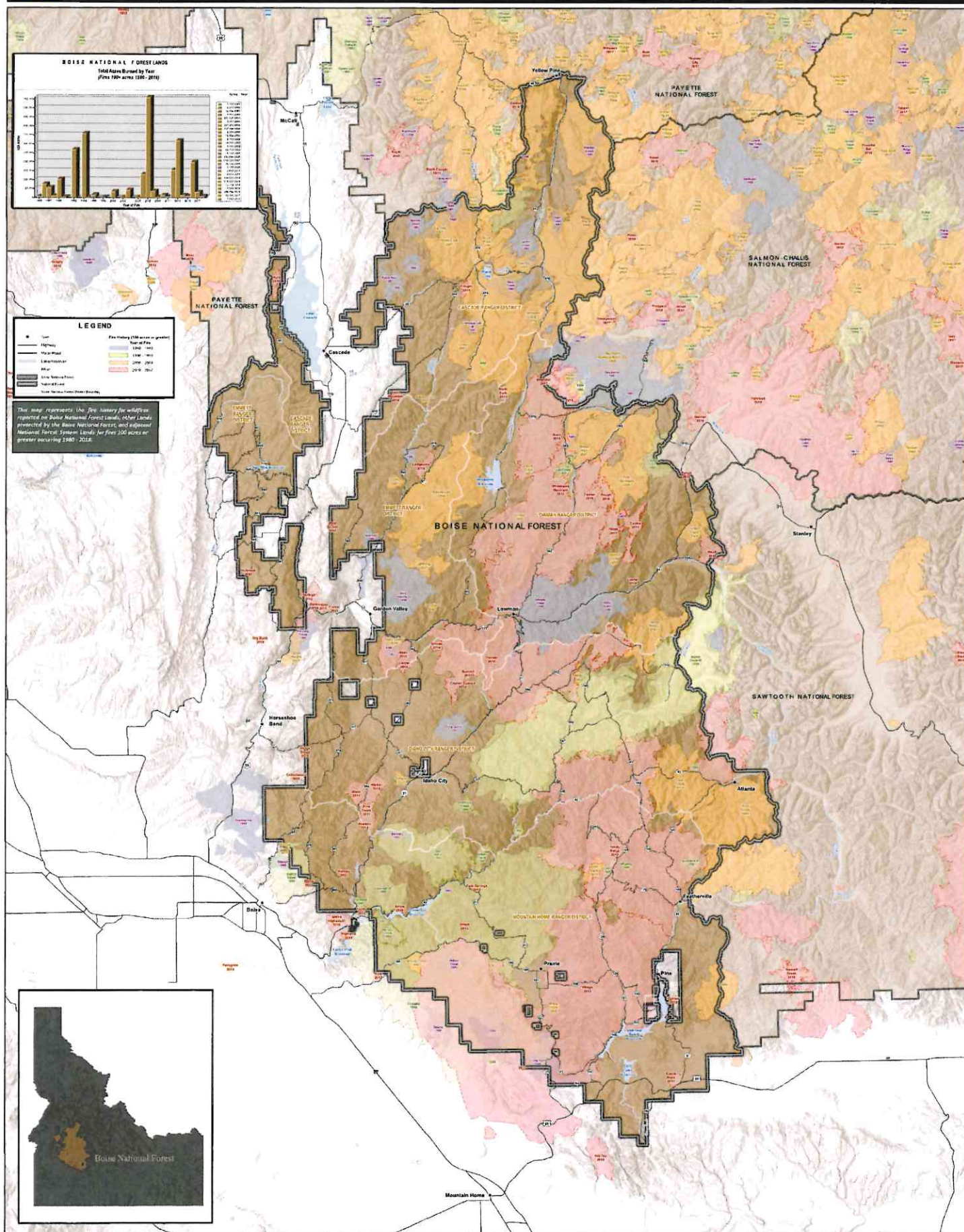


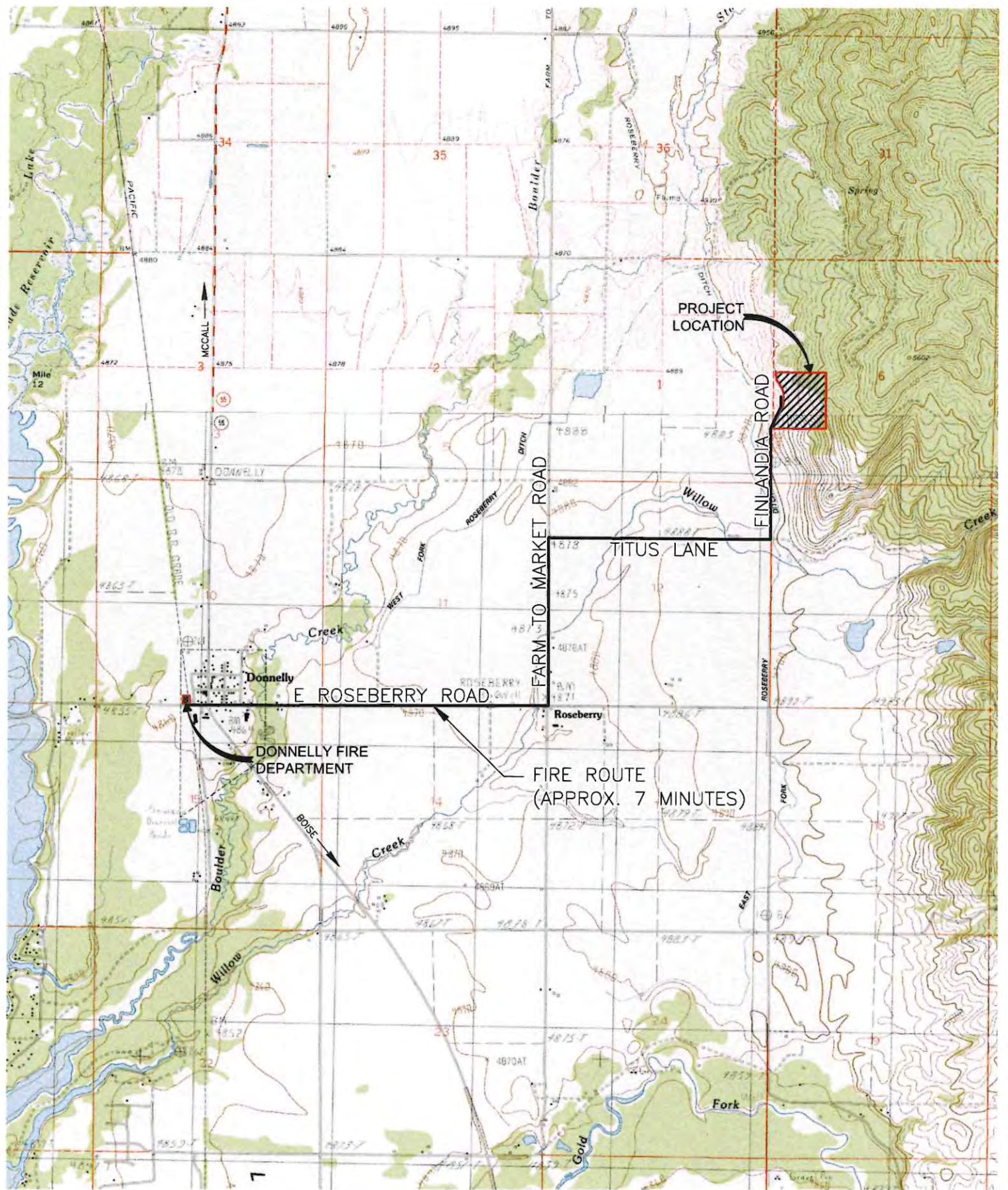
Photo 19. Example of debris that should be removed.

Attachment 4

Boise National Forest Fire History 1980 to 2019



Attachment 5
Fire Response Map



NORTH
SCALE: 1" = 3000'

CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638

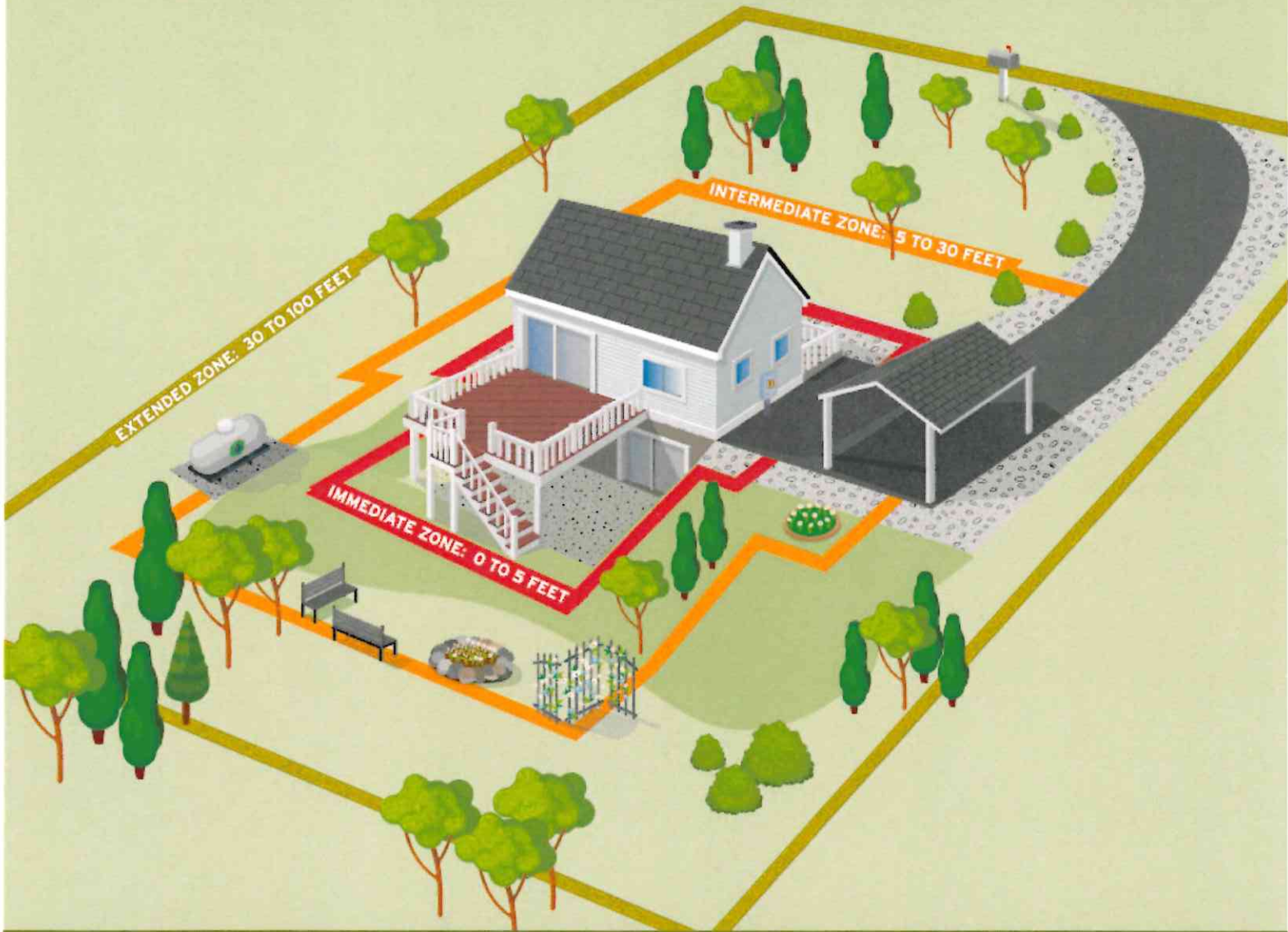
VALLEY HEIGHTS SUBDIVISION
FIRE RESPONSE MAP

PROJECT	21049	DRAWN	FIGURE NO.
DATE	10/3/2022	AMD	1 OF 1

Attachment 6

Reducing Wildfire Risks In the Home Ignition Zone

REDUCING WILDFIRE RISKS IN THE HOME IGNITION ZONE



Projects and tasks that can increase a home's potential survivability in a wildfire.



THE FACTS

Experiments, models, and post-fire studies have shown homes ignite due to the condition of the home, and everything around it, up to 200' from the foundation.

HOMES AND THEIR SURROUNDING AREA ARE VULNERABLE TO THREE POTENTIAL TYPES OF IGNITION SOURCES:

EMBER ATTACKS (A/K/A FIREBRANDS): Burning pieces of airborne wood and/or vegetation that can be carried more than a mile through the wind can cause spot fires and ignite homes, debris and other objects. They can also penetrate and smolder in woodpiles, patio/deck items, vents and openings, roofs and debris filled gutters. Most home losses in a wildfire are from embers, not by direct contact with flames.

SURFACE FIRES: Typically small flames burning through grass and ground litter. They can reach houses or attachments if there's no interruption in the types of fuel sources. Flames touching a house, fence or deck can cause them to ignite.

CROWN FIRE: Large flames burning in the tops or canopies of trees. These large flames radiate heat that can ignite wood walls from up to 100' away. Other types of large flames can come from detached buildings, burning wood piles and ignited vehicles.

WHEN YOUR HOME IGNITION ZONE EXTENDS INTO NEIGHBORING PROPERTIES

You may find your home ignition zone overlaps into adjacent properties. To maximize the benefits of your work, it's extremely important to work collaboratively with neighbors to reduce your shared risk.

ON PARCELS OF LAND LARGER THAN THE 100' EXTENDED ZONE

Property owners with more than 100 feet of land that extends beyond the home should also consider additional actions up to 200 feet into the Extended Zone to provide additional benefits in protecting the home and outbuildings.



WHAT YOU NEED TO KNOW

Decades of research have shown that both the house and the landscape adjacent to it play a critical role in the structure surviving a wildfire. A wildfire can transfer from ignited vegetation or an ignited home(s) through:

- Radiation
- Convection
- Embers/Firebrands

A home's building materials, design and landscape have a

significant role in the level of exposure that can be endured before ignition occurs from any of these sources.

WHERE TO START?

When planning your wildfire risk reduction projects, start with the house itself as the point where your efforts begin, then move into the landscaping section of the Immediate Zone; once both have been completed, move

into the Intermediate and Extended Zones.

In many areas, residents can request a fire-risk overview visit from their local forestry or fire agency to learn more about the science-based guidelines that help residents prepare their home and property for wildfires - this opportunity will provide additional information as it pertains to your individual property and topography.

THE HOUSE AND IMMEDIATE ZONE CHECKLIST

The Immediate Zone includes both the home and the area of 0 to 5 feet out from the furthest attached exterior point of the home.

THE HOME AND ITS BUILDING MATERIALS

Ignition resistant building materials, construction techniques, along with vegetation and debris removal, play a vital role during wildfires.

FIRST PRIORITY

- **CARPORTS:** Remove flammable items stored in carports.
- **DECKS AND ELEVATED PORCHES:** Place 1/8" metal mesh screening between low-profile decks from surface to ground, to block embers from collecting underneath. Never store flammable materials underneath elevated decks/porches. Remove dead vegetation and debris from under decks/porches, and between deck board joints.
- **FENCING:** Use non-flammable fencing material (metal or masonry) when attaching directly to the siding. Ensure there's a minimum of at least 5' of noncombustible material where it attaches to the siding. Do not add vines or other types of vegetation to fencing material. Wooden fences can carry flames directly to the house.
- **FIREPLACE CHIMNEYS:** Remove debris that may accumulate at roof-to-wall intersections. Embers from a fireplace can exit the chimney and could ignite a wildfire; to prevent this install a spark arrestor. When wildfires are approaching close the damper, fireplace screens and glass doors.
- **GUTTERS:** Metal roof gutters do not ignite, only the debris material that accumulates in them – that's why keeping them clean is so important. Vinyl roof gutters can ignite when the debris material is ignited and flaming gutters can fall from the roof edge and land next to the house, which is why the immediate zone needs to be clear of flammable materials.

- **ROOF MAINTENANCE:** Keep roofs clean from leaf litter and pine needles. Remove all tree limbs within 10 feet of the chimney, or that overhang the roof.
- **SIDING:** Use ignition-resistant building materials on exterior walls. Examples include: Stucco, masonry products, plaster and cement. Seal gaps and crevices. Examine the siding for locations where embers could accumulate or lodge and apply caulking at trim-to-siding locations where it is missing or has failed.

SECOND PRIORITY

- **EAVES AND SOFFITS:** Reduce the size and number of embers that pass through vents in the eaves by covering them with a 1/8 inch metal mesh screening. Inspect soffit vents and maintain as needed.
- **CRAWL SPACES:** Remove combustible materials and install 1/8" mesh screening on vents.
- **FOUNDATION:** All foundation vents should have a 1/8 inch corrosion-resistant metal screening.
- **GARAGES:** Weather seal the perimeter of garage doors to help keep embers out. Be sure the door is tight fitting so embers can't slide under the door or in from the sides. If possible, choose a metal or wood core door with metal exterior.

- **SLIDING GLASS DOORS:** Choose double-pane tempered glass. Consider fireproof shutters to protect large windows and glass doors from radiant heat.

THIRD PRIORITY

- **ROOFING MATERIALS:** Types of Class A fire-rated roofing products offer the best protection. Examples include: Composite shingles, metal, cement tile and clay. Inspect shingles/tiles and replace/repair those that are loose or missing to prevent ember penetration. If gaps exist between the roof covering and the roof deck at the eave or ridge, fill the space with a "bird stop" material.
- **SKYLIGHTS:** Remove debris next to and on skylights. Glass is a better option than plastic or fiberglass.



LANDSCAPING/HARDSCAPING

Ignition resistant building materials, construction techniques, along with vegetation and debris removal, play a vital role during wildfires.

FIRST PRIORITY

- Dead vegetation, dried leaves, pine needles and ground debris accumulation should be frequently removed from this area.
- Hardscaping components should be installed around the perimeter of the home - keep them free of ground litter/debris. Concrete, stone or gravel walkways are great additions to the Immediate Zone.
- Remove trees and shrubs from this area; or replace with succulents.
- Wood mulch products should be replaced with non-combustible mulch products such as crushed stone/gravel options.
- Trim tree limbs that overhang from the Intermediate zone into this area.

INTERMEDIATE ZONE CHECKLIST

The Intermediate Zone includes the area of 5 to 30 feet from the furthest exterior point of the home.

LANDSCAPING/HARDSCAPING

Ignition resistant building materials, construction techniques, along with vegetation and debris removal, play a vital role during wildfires.

THIRD PRIORITY

- Clear vegetation from under large stationary propane tanks.
- Keep lawns and native grasses mowed to a height of four inches.
- Remove ladder fuels (vegetation under trees) so a surface fire cannot reach the crowns. Prune trees up to six to ten feet from the ground; for shorter trees do not exceed 1/3 of the overall tree height.
- Water plants, trees and lawns to keep them from becoming dry.

SECOND PRIORITY

- Space trees to have a minimum of eighteen feet between crowns with the distance increasing with the percentage of slope.
- Trees and shrubs in this zone should be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape.

THIRD PRIORITY

- Create fuel breaks with driveways, walkways/paths, patios and decks.
- Tree placement should be planned to ensure the mature canopy is no closer than ten feet to the edge of the structure.

EXTENDED ZONE CHECKLIST

Extends out from 30 to 100 feet, keep in mind your property line may end prior to 100 feet. In these instances working collaboratively with your neighbor is important to helping protect multiple properties.

LANDSCAPING

Ignition resistant building materials, construction techniques, along with vegetation and debris removal, play a vital role during wildfires.

FIRST PRIORITY

- Dispose of heavy accumulations of ground litter/debris.
- Remove dead plant and tree material.
- Remove vegetation adjacent to storage sheds or other outbuildings within this area.

SECOND PRIORITY

- Remove small conifers growing between mature trees.

THIRD PRIORITY

- Trees 30 to 60 feet from the home should have at least 12 feet between canopy tops. Trees 60 to 100 feet from the home should have at least 6 feet between canopy tops

OTHER CONSIDERATIONS

- Add color and interest with high moisture content plants in containers that could be easily moved to the Intermediate zone when wildfires are approaching.
- Addresses should be visible from the road.
- Closable foundation and gable end vents should be shut when threatened by a wildfire and reopened after the danger passes.
- Close and protect home openings, including attic and basement doors and vents, windows, garage and pet doors to prevent embers from gaining access to the home.
- Connect garden hoses, fill pools, hot tubs, garbage cans or other large containers with water and place ladders outdoors. Firefighters have been known to use hoses, ladders and water sources to extinguish spot fires.
- Consider installing non-flammable shutters similar to hurricane shutters.
- Consider using noncombustible deck boards (metal and fiber cement), or a solid light weight concrete.
- Incorporate a mixture of deciduous and conifer trees.
- Install a garage door on both attached and detached garages.
- Move vehicles into a non-combustible area (gravel or concrete) and roll-up all windows.
- When wildfire threat is high, move patio/deck furniture, cushions, door mats and potted plants indoors, or as far away from the home, shed and garage as possible when wildfire warnings are received.

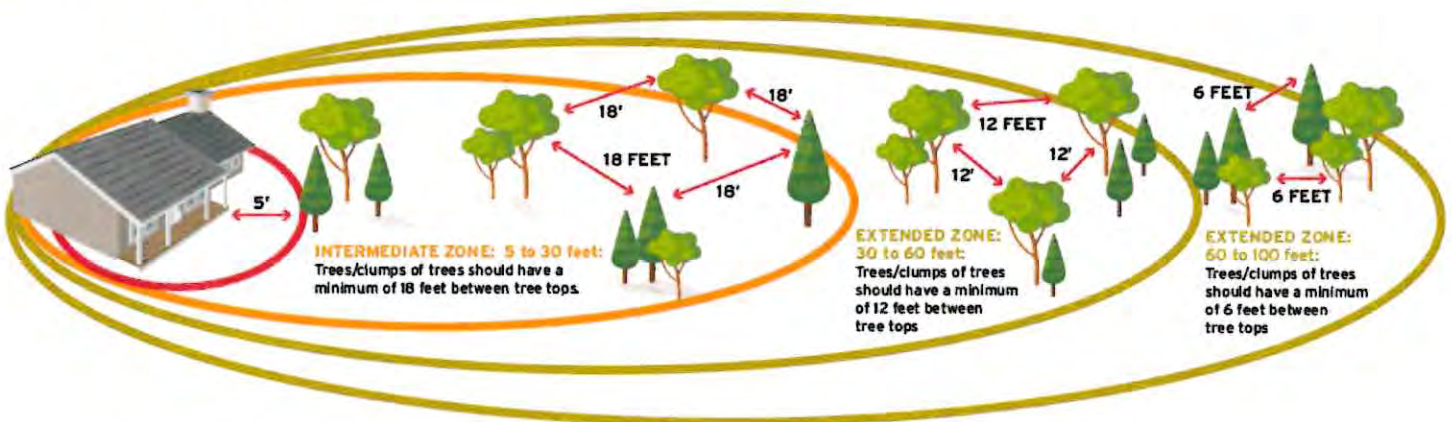
OTHER CONSIDERATIONS (continued)

- Place swing/playsets in the Extended Zone.
- Use rubber doormats instead of those manufactured with natural fiber materials.
- When making future patio furniture purchases select fire resistant options.

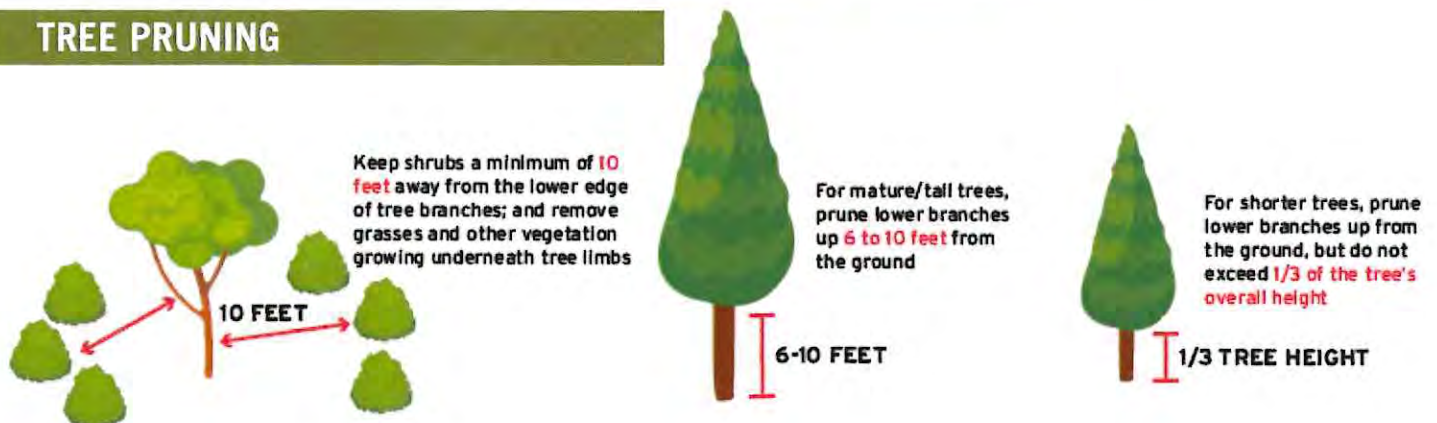
TREE SPACING AND PRUNING GUIDELINES

Guidelines for tree crown clearance vary depending on slope, tree species and understory vegetation, along with proximity to homes and other site specific factors. Check with your local forestry or fire agency to get specific distance recommendations for where you live.

TREE SPACING



TREE PRUNING



The distances listed for crown spacing are suggested based on NFPA 1144. However, the crown spacing needed to reduce/prevent crown fire potential could be significantly greater due to slope, the species of trees involved and other site specific conditions. Check with your local forestry professional to get advice on what is appropriate for your property.

Attachment 7

Valley County Evacuation Checklist "Living with Fire in Valley County" Brochure

WILDFIRE EVACUATION CHECKLIST

FIRE Safe
Valley County - Idaho

<https://www.facebook.com/VCFWG/>

If evacuation is anticipated and time allows, follow this checklist to give your family and home the best chance of survival. Complete the Family Communication Plan on the opposite side for each family member and keep in your wildfire and emergency "Go Kit(s)."

EVACUATION NOTIFICATIONS & INFORMATION Register for **CODE RED** to receive evacuation and fire information notices!

CODE RED: <https://public.coderedweb.com/CNE/en-US/BFCA66524AE5>

Used when **emergency action** is needed at a **specific address**: wildfires, imminent flooding, evacuations, or other public safety incidents where lives may be at risk; critical information about evacuation routes, hazards, and shelters. *Online registration required!*



Sign up for...



SOCIAL MEDIA, RADIO, TV

Used to provide less critical and low level frequent **updates** intended for larger populations: traffic updates, road closures, incident updates, and contact information; safety announcement, power outages, minor issues; disaster recovery resources.

EVACUATION ORDER: Leave now! Evacuate immediately. Do not delay to gather valuables or prepare your home. Follow any directions given in the evacuation order.

EVACUATION WARNING: Evacuate as soon as possible. A short delay to gather your Go Kit and prepare your home may be OK. Leave if you feel unsafe or conditions change.

SHELTER IN PLACE: Stay in your current location or the safest nearby building or unburnable area. May be required when evacuation is impossible, too dangerous, or unnecessary.

ALWAYS:

COMMUNICATIONS

- ☐ Keep your cell phone fully charged.
- ☐ Notify an out-of-area contact of your phone number, location and status. Update regularly.
- ☐ Leave a note with your contact info and out-of-area contact taped to fridge or inside a front window.
- ☐ Check on or call neighbors to alert them to prepare at first sign of fire.

ON YOUR PERSON

- ☐ Dress all family members in long sleeves and long pants; heavy cotton or wool is best, no matter how hot it is.
- ☐ Wear full coverage goggles, leather gloves, head protection.
- ☐ Cover faces with a dry cotton or wool bandanna or scarf over an N95 respirator. Tie long hair back.
- ☐ Carry a headlamp and flashlight (even during the day).
- ☐ Carry car keys, wallet, ID, cell phone, and spare battery.
- ☐ Drink plenty of water, stay hydrated.
- ☐ Put "Go Kits" (reverse) in your vehicle.

PETS & ANIMALS

- ☐ Locate your pets and place in carriers **NOW**. You won't be able to catch them when the fire approaches.
- ☐ Be sure your pets wear tags and are registered with microchips.
- ☐ Place carriers (with your pets in them) near the front door, with fresh water and extra food.
- ☐ Prepare horses and large animals for transport and consider moving them to a safe location early, before evacuation is ordered.

IF TIME ALLOWS:

INSIDE THE HOUSE

- ☐ Shut all windows and doors (interior too) and leave them *unlocked*.
- ☐ Remove combustible window shades and curtains; close metal shutters.
- ☐ Move furniture to the center of the room, away from windows.
- ☐ Leave indoor and outdoor lights on.
- ☐ Shut off HVAC and ceiling fans.

OUTSIDE & IN NEIGHBORHOOD

- ☐ Place combustible outdoor items (patio furniture, toys, doormats, trash cans, etc.) in garage or 30' from structures.
- ☐ Shut off gas at the propane tank; move small tanks at least 15' away from combustibles.
- ☐ Connect garden hoses with squeeze-grip nozzles to outdoor spigots for use by firefighters.
- ☐ Fill water buckets and place around outside of house, especially near decks and fences.
- ☐ Clean your gutters and blow leaves away from house.
- ☐ Back your car into driveway, loaded, with doors and windows closed.
- ☐ Prop open fence and side gates.
- ☐ Place ladder(s) at the corner(s) of structures for firefighters.
- ☐ Seal attic and ground vents with pre-cut plywood or metal covers (even duct tape will protect from ember entry) if time allows.
- ☐ Patrol your property and monitor conditions. Leave if spot fires ignite or conditions change.

WHEN YOU LEAVE:

- ☐ Leave immediately if ordered.
- ☐ Don't wait for an evacuation order if you feel unsafe or conditions change; leave early if unsure.
- ☐ Assist elderly or disabled neighbors.
- ☐ Carpool with neighbors to reduce traffic.
- ☐ Take only essential vehicles with adequate fuel.
- ☐ In your car, turn on headlights, close windows, turn on inside air and AC, tune to local radio.
- ☐ Drive slowly and defensively; be observant.
- ☐ The best evacuation route is usually the one you know best. Take the fastest paved route to a valley floor, away from the fire if possible.
- ☐ Proceed downhill, away from the fire if possible. Know at least two routes.
- ☐ If roads are impassable or you are trapped: take shelter in a building, car, or an open area; park in an *outside turn* trapped on a hillside; stay far from vegetation; look for wide roads, parking lots, playing fields, etc.
- ☐ If trapped, you are better protected inside a building or vehicle.
- ☐ Don't abandon your car in the road if passage is impossible. If you must leave your car, park it off the road and consider other options for shelter.
- ☐ Evacuate on foot *only as a last resort*.
- ☐ Don't evacuate by fire road, uphill, or into open-space areas with unburned vegetation.
- ☐ **Remain calm** - panic is deadly.

Your Family's Name

Family Emergency Communications Plan

HOUSEHOLD INFORMATION

ADDRESS

PHONE

MAIL

NAME

MOBILE

MAIL

OTHER # or SOCIAL MEDIA

NAME

MOBILE

MAIL

OTHER # or SOCIAL MEDIA

NAME

MOBILE

MAIL

OTHER # or SOCIAL MEDIA

NAME

MOBILE

MAIL

OTHER # or SOCIAL MEDIA

NAME

MOBILE

MAIL

OTHER # or SOCIAL MEDIA

SCHOOL, CHILD CARE, CAREGIVER, WORKPLACE

NAME

ADDRESS

PHONE

EMAIL

WEB

EMERGENCY PLAN/PICKUP

NAME

ADDRESS

PHONE

EMAIL

WEB

EMERGENCY PLAN/PICKUP

NAME

ADDRESS

PHONE

EMAIL

WEB

EMERGENCY PLAN/PICKUP

LOCAL CONTACTS

NAME

ADDRESS

PHONE

EMAIL

NAME

ADDRESS

PHONE

EMAIL

NAME

ADDRESS

PHONE

EMAIL

NAME

ADDRESS

PHONE

EMAIL

EMERGENCY MEETING LOCATIONS

LOCATION 1

INSTRUCTIONS

LOCATION 2

INSTRUCTIONS

LOCATION 3

INSTRUCTIONS

IMPORTANT NUMBERS & INFORMATION

FIRE & MEDICAL EMERGENCIES **911** or **208-382-5160**

POLICE, SHERIFF EMERGENCIES **911** or **208-382-5160**

POISON CONTROL **800-222-1222**

SOCIAL MEDIA, FIRE INFO @valleycountysheriffsoffice

YOUR LOCAL AGENCIES (SOCIAL MEDIA)

LOCAL RADIO **FM98.3, KDZY**

PHYSICIAN

PEDIATRICIAN

VETERINARIAN

INSURANCE

HOMEOWNER/RENTER POLICY

AUTO POLICY

MEDICAL POLICY 1

MEDICAL POLICY 2

WILDFIRE & EMERGENCY "GO KIT"

Put together an emergency supply kit in advance for each family member and keep it easily accessible. Plan to be away from your home for an extended period of time. Each person should have their own "Go Kit". Store kits in backpacks.

- ☐ Bandana, N95 respirator, goggles, leather gloves, long shirt and pants (cotton or wool), boots, hat
- ☐ Flashlight and headlamp with spare batteries
- ☐ Extra car keys, credit cards, cash

- ☐ Map marked with two evacuation routes (if possible)
- ☐ Prescription medications
- ☐ Extra eyeglasses or contact lenses
- ☐ First aid kit
- ☐ Battery-powered radio and extra batteries
- ☐ Copies of important docs (birth certificates, passports, insurance policies, etc.)
- ☐ Pet food and water, leashes, pet supplies and medications

- ☐ Water bottles and food
- ☐ Sanitation supplies
- ☐ Change of clothing
- ☐ Spare chargers for cell phones, laptops, etc.

Items to take only if time allows:

- ☐ Easily carried valuables
- ☐ Family photos, small heirlooms, and other irreplaceable items
- ☐ Personal computer data and digital information backups on hard drives and/or disks

**MORE INFORMATION
AVAILABLE ONLINE**



<http://www.co.valley.id.us/>
<http://www.idahofirewise.org/> <http://www.firewise.org/>
http://www.firewise.org/fw_youcanuse/learningcenter/index.htm
http://www.fema.gov/hazard/fire/pubs/athome_woods.shtml

www.
 www.
 www.

Many homes in Valley County are constructed within fire dependent ecosystems without regard for the surrounding landscape or structure design

Living with Fire in Valley County is a collaborative document developed by the Fire Working Group, a sub-committee of the Local Emergency Planning Committee as chartered by the Valley County Board of County Commissioners.

Information on the committee membership and the updated County Wildfire Protection Plan can be viewed at:

www.idaho.gov/nat_fire_plan/county_valley.htm

Published March 2012

THE HOME IGNITION ZONE (HIZ)

The HIZ refers to the home itself and the immediate surrounding 30-200 feet. Create a survivable space around your structures by removing, reducing, relocating and replacing fuels and vegetation to slow the spread of wildfire. Survivable space involves developing a series of management zones in which different treatments are used.

Zone 1 - (within 30 feet) Remove all combustible material & dead vegetation, plant 5 feet from structures, mow & irrigate grass, consider trees part of the structure - the fewer the better. Incorporate structure mitigation.

Zone 2 - (30-100 feet) Thin trees and shrubs 10 feet apart, prune trees a minimum of ten feet up or 1/3 height, locate propane tanks and fire wood 30 feet away, remove flammable vegetation.

Zone 3 - (100-200 feet) Thin trees and shrubs according to land management objectives.

Living with Fire in Valley County

No Mitigation

Mitigation

Which choice works best for you?

WILDFIRE DOESN'T MOVE OUT
WHEN YOU MOVE IN

WILDFIRE IN VALLEY COUNTY

Some ecosystems depend on periodic fires to maintain the habitats which make up the ecosystem. In these fire adapted areas, fire promotes plant and wildlife diversity and burns away accumulations of live and dead plant material. *Wildfire has always been here, wildfire will continue to be here, even though you and your home are here.* Historically, fires have burned regularly, consuming vegetation, accumulation of insects and diseases, and triggering a rebirth of forests. Nearly every region in the country has some kind of fire dependent plant or tree.¹

Mixed Conifer

Examples: Warren Wagon Road & West Mountain

Composed of Ponderosa Pine, Douglas-fir, Grand Fir, Spruce, and other species, fires in this forest type may burn at moderate or high intensities. The more dense the ground

vegetation and trees, the higher the fire intensity.

Lodgepole Forests

Examples: Paddy Flat & Wagon Wheel

It is typical for Lodgepole pine forests to burn at very high intensities that often result in burning most or all of the standing Lodgepole trees and ground vegetation.

Aspen Groves

Located Throughout Valley County

Aspen groves love high intensity fire, which is their primary means of regeneration. Lack of fire in Aspen causes conifers to encroach and eventually replace them. Aspen groves throughout the west are in rapid decline.



Accepting fire as a natural part of healthy ecosystem functioning, while at the same time protecting people and property presents a major challenge. The challenge can be eased if we work with nature rather than against it.²

NO ONE CAN PREVENT **ALL** WILDFIRES

Nine-tenths of all forest fires in the United States are man-caused.³ These fires are the direct result of carelessness or ignorance. They start when motorists toss burning cigarettes out of windows, when untended campfires are left in the woods, when ATVs are ridden through dry grass, or when your neighbor sets fire to weeds and brush and lets the flames spread to nearby timber.

NO ONE CAN STOP **ALL** WILDFIRES

Many people assume that when a wildfire starts, it will be quickly controlled and extinguished. For most wildfires, firefighters have the ability, equipment, and technology for effective fire suppression. However, some of the time, wildfires burn so intensely that there is little firefighters can do. The key to prevent a house from burning is to reduce fire intensity as wildfire nears and employ fire resistant building materials and design.

Consequently the most important person protecting a house from wildfire is not a firefighter, but you, the owner.⁴

IS YOUR PROPERTY AT RISK?

YOU CAN MAKE A DIFFERENCE

- Do you live in or border a fire dependant area?
- Is the vegetation around your home "lean and clean?"
- Do you have a wood pile, wood deck or fuel tank in close proximity to your home?
- Is your home's exterior flammable?
- Are your eaves, soffits, and fascias unenclosed?



LANDOWNER RESPONSIBILITIES



PREVENTION

EDUCATION

MITIGATION

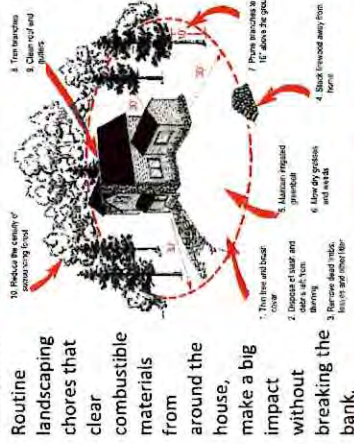
Prevention includes activities directed at reducing unwanted human caused and catastrophic wildfire.

Education includes continual learning by the public and fire management community.

Mitigation includes identifying Wildland fire hazards and taking action to reduce risk.

COST, TIME & EFFORT

Landowners can reduce their fire risk without great cost if they are willing to do some of the work themselves.



SURVIVABLE SPACE = FUELS MITIGATION + STRUCTURE MITIGATION

Survivable Space

You and your home do not need to leave survival to chance. Survivable space is the modification of landscape design, fuels and building materials within the Home Ignition Zone (see diagram on reverse side) to make an ignition caused by wildfire unlikely even without direct firefighter intervention. The likelihood of you and your home surviving a wildfire therefore are highly dependent on two variables within your immediate control:

Fuels Mitigation

- Removal of dead and down material
- Reduction of ladder fuels & plant densities
- Replacement with fire resistant landscape
- Relocation of flammable materials

Structure Mitigation

- Locate structures on gentle terrain where possible
- Construct structures with non-combustible materials
- Evaluate fire access: reduce grade, improve surface and increase width
- Soffits, eaves, fascias and vents should be enclosed

² www.smokeyclear.com/natural-hickory.asp

³ Our Changing Planet, Upper Midwest Aerospace Consortium

⁴ www.idahofirewise.org/safety-prevention/history-of-keep-idaho-green/

⁵ Living With Fire: Homeowners' Firewise Guide...



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