

EXHIBIT I

SADDLE ROCK PRIVATE ROAD DECLARATION

CUP 26-012 Appeal

Contents:

1. Saddle Rock Private Road Declaration

Purpose:

This exhibit is submitted in support of Appellants' concerns regarding the use of Saddle Rock's private road system to serve a commercial propane storage and distribution operation.

Appellants do not dispute that the Declaration permits the addition of property to the private road system. However, the Declaration also provides that any such property remains subject to the provisions and restrictions contained therein. This exhibit is offered to demonstrate provisions relevant to the intended purpose and use of the private road system, including language stating that the roads are not intended to be dedicated to or used for the benefit of the general public or for public purposes.

Appellants offer this exhibit in support of concerns regarding compatibility, adjoining property impacts, traffic impacts, road maintenance obligations, and preservation of the residential character of the surrounding area.

**DECLARATION OF PRIVATE ROAD MAINTENANCE
DUTIES AND OBLIGATIONS FOR SADDLE ROCK SUBDIVISION**

THIS DECLARATION OF ROAD MAINTENANCE DUTIES AND OBLIGATIONS FOR SADDLE ROCK SUBDIVISION ("Declaration") is made this _____ day of November, 2022 by Ryan Schneider and Heidi Schneider (together, "Declarants"), whose mailing address is 291 Ashton Lane, McCall ID 83638.

WHEREAS, Declarant is the fee simple owner of that certain real property located in Valley County, Idaho, known as the "Saddle Rock Subdivision," as more particularly described and depicted in the attached and incorporated **EXHIBIT A** ("Subject Property").

WHEREAS, on the 9th day of November, 2022, Declarants recorded the Final Plat of Saddle Rock Subdivision in the Official Records of Valley County, Idaho, as Instrument Number 454115, in Plat Book 13, on Pages 92 through _____ ("Plat"), a true and correct copy of which is attached as **EXHIBIT B** and is incorporated herein by this reference.

WHEREAS, Declarant obtained approval from Valley County, Idaho, to subdivide the Subject Property into nineteen residential lots ("Lots 1-19," respectively). (See **EXHIBIT B** - Plat.) Separately, any one of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19 is referred to as a "Lot" and all together as the "Lots."

WHEREAS, access to each of the Lots within Saddle Rock Subdivision will be taken to and from Highway 55 via several private roads denoted in the Plat as "Saddle Rock Way," "Challis Lane," "Dakota Way," and "Sawtooth Loop," respectively (collectively, "Private Roads").

WHEREAS, to ensure continued maintenance and repair of the Private Roads, Declarants desire to apportion to the owner(s) of each of the several Lots the responsibility and duty to pay their proportionate share of all costs of maintaining and repairing the Private Roads, which costs shall be divided equally among the several Lots.

WHEREAS, Saddle Rock Owners Association, Inc., an Idaho non-profit corporation established as the owners association for the Subdivision ("Association"), shall administer and manage the responsibilities of the Lot owners, pursuant to those certain Bylaws of Saddle Rock Owners Association, Inc. ("Bylaws"), a copy of which (current as of the date of this Declaration), as the same may be amended from time-to-time as provided therein, is attached hereto as **EXHIBIT C** and is incorporated herein by this reference.

WHEREAS, Declarants desire to bind those persons and/or entities purchasing or otherwise acquiring title to or an interest in a Lot in Saddle Rock Subdivision to comply with

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Valley County laws, ordinances, regulations, and conditions regarding the Private Road, and to pay such Lot's equal share of the costs of road improvements, maintenance, repairs, and replacement, as hereinafter set forth.

WHEREAS, Declarants also desire to ensure perpetual access via the Private Roads to other property owned by Declarants, whether now owned or in the future acquired by Declarants, and to reserve and retain the right, in the future, to annex and incorporate other real property, and make such other real property subject to the rights and obligations contained in this Declaration, regardless of whether such other real property is within Saddle Rock Subdivision, whether by unilaterally amending this Declaration to include the legal descriptions for such other property or by other means.

NOW, THEREFORE, Declarants now covenant and declare as follows:

1. MAINTENANCE, REPAIR, AND REPLACEMENT.

a. Lot owners, by virtue of their respective ownership of one or more lots within Saddle Rock Subdivision, shall be responsible for maintaining, repairing, and replacing (as needed) the Private Roads, as set forth herein.

b. Maintenance shall be performed on the Private Roads, including (without limitation) from the approaches on Highway 55 to the ending point or loop of each private road. Driveways are to be maintained by lot owner(s) personally.

c. Required winter maintenance shall include full width snow removal to a minimum of a two (2) inch snow floor by snowplow or snow blowing equipment, on wheeled or rubber-tracked vehicles only. Until a residence is constructed on any Lot, winter maintenance is not required to be performed on the Private Roads. After a residence is constructed on any Lot, unless the owners of every Lot on which a residential building has been constructed unanimously agree to forego winter maintenance, winter maintenance shall be performed.

d. Except as provided in (1)(a)-(c), above, maintenance, repair, and replacement shall be undertaken and completed whenever necessary to maintain the Private Roads in good operating condition at all times and to ensure the provision of safe access to the several Lots by emergency vehicles.

e. The responsibility and duty of paying the costs of maintenance, repair, and replacement of the Private Roads shall be as set forth in Section 4, below.

f. Declarant expressly reserves and retains unto itself, and to its designated successors and/or assigns, the right to add any property to the Subject Property benefitted by the ingress and egress over the Private Roads, and to annex and incorporate other real property and

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make such other real property subject to the rights and obligations contained in this Declaration, regardless of whether such other real property is within Saddle Rock Subdivision. Accordingly, Declarant may, in its sole and unfettered discretion, at any time, add any real property to the Subject Property, thereby making such additional other real property subject to the terms and conditions of this Declaration. Further, Declarant may, in its sole and unfettered discretion, make such other additional real property subject only to the rights and responsibilities related to the Private Roads, omitting therefrom the rights and responsibilities related to the Onsite Water Storage.

2. ONSITE WATER STORAGE.

a. **Onsite Water Storage.** The Saddle Rock Subdivision, by requirement and condition of approval imposed by Valley County, shall maintain a minimum of 10,000 gallons of water storage for use by emergency personnel in the event of a fire.

b. **Tank Maintenance, Repair, and Replacement.**

(i) Tank maintenance, repair, and/or replacement shall be undertaken and completed whenever necessary to maintain the tank in good operating condition.

(ii) Except as otherwise specifically provided in this Section 2, water tank maintenance, repair, and/or replacement shall be in accordance with Section 4, below.

3. SADDLE ROCK OWNERS ASSOCIATION, INC.

a. **Composition; Purpose.** Declarants have established Saddle Rock Owners Association, Inc. and one such responsibility of the Association is to manage and administer the performance and funding of maintenance, repair, and replacement of the Private Roads and onsite water storage for fire suppression, subject to the terms and conditions of this Declaration.

b. **Duties.** The Association shall ensure that the Private Roads are maintained, repaired, and replaced, as needed, and that the owner(s) of each of the several Lots, each of which enjoys the use of the Private Roads, all equally share the duty to pay the costs of such Private Roads maintenance, repairs, and replacement; provided, however, that additional lots or property granted rights of access via the Private Roads may or may not be included within the scope of this Declaration, in the sole and unfettered discretion of Declarants.

c. **Powers - Assessment.** The Association shall have all the powers of a corporation organized under the general 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, the and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law

and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's assets, affairs, and the performance of the other responsibilities herein assigned, including (without limitation) the power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

4. COSTS OF MAINTENANCE, REPAIR, AND REPLACEMENT.

a. Private Roads. All costs of maintenance, repair, and replacement of the Private Roads shall be shared between owners of all Lots, with each of the Lots being responsible for paying an equal amount of such costs.

b. Onsite Water Storage. All costs of maintenance, repair, and replacement of equipment and other items necessary for onsite water storage shall be shared equally between owners of all Lots; provided, however, that Declarant may opt to include its other property in such obligation or to exempt such other property of Defendant from such obligation, depending on whether such other property is to be benefitted by such onsite water storage. Each of the Lots shall be responsible for paying an equal amount of all costs of maintenance, repair, and replacement of equipment and other items necessary for onsite water storage. Tank maintenance and or improvements will be undertaken and made whenever necessary to maintain the tank in good operating condition.

c. Assessments - Procedure.

(i) Written Estimate of Upcoming Year's Costs. Before August 1st of each year, the Association shall estimate the maintenance, repair, and replacement costs for both the Private Roads and the onsite water storage for the upcoming year and shall provide written notice of such estimated annual costs to the Lot owners. The required notice shall:

(A) Include the itemized estimated costs for the upcoming year's maintenance, repair, and replacement for each of the Private Road and the onsite water storage;

(B) Include the actual costs for the prior year's maintenance, repair, and replacement for each of the Private Roads and the onsite water storage;

(C) Include the balance, if any, remaining in the Association's account(s) for maintenance and repair; and

(D) Estimate the amount of the per-Lot assessment, for each of the Private Roads and the onsite water storage, necessary to cover the costs for the upcoming year.

(ii) Approval of Estimated Annual Costs. The Association shall, before September 1st of each year, approve an estimated upcoming annual maintenance, repair, and replacement costs for each of the Private Roads and the onsite water storage. The Association's approval of the estimated upcoming annual maintenance, repair, and replacement costs shall constitute approval of the amount of the "Annual Assessment."

(iii) Payment Due Date. Before October 1st of each year, the owner(s) of every Lot shall make payment in full of the amount of the Annual Assessment, which shall include the estimated costs for each of (A) maintenance, repairs, and replacement of the Private Roads, and (B) maintenance, repairs, and replacement, of the onsite water storage.

(iv) Shortfalls; Supplemental Assessment. If, at any time during the year, the Association reasonably determines that the balance of funds remaining in the Association's accounts is unlikely to be sufficient to get through the costs for rest of the year, then the Association shall notify all owners of Lots. Such notice shall include all information required in subsection (c)(ii), above. Within ten (10) business days of receiving notice from the Association, the owners shall vote on the question of whether to authorize a "Supplemental Assessment" for the purpose of ensuring that the Association has sufficient funds for the remainder of the then-current year. The vote of owners owning a majority of the Lots shall be determinative of the question. Unless the Association determines, by majority vote, a different schedule for payment of a Supplemental Assessment, within thirty (30) days of an affirmative vote, the owner(s) of every Lot shall make payment in full of the amount of the Supplemental Assessment chargeable to such owner's Lots.

(v) Enforcement and Collection of Assessments.

(A) Covenant to Pay Assessments. By accepting conveyance of a Lot that is subject to this Declaration, each owner covenants and agrees to make payment to the Association of all assessments validly levied pursuant to this Declaration promptly when due, and further covenants and agrees to enforcement of such payment, in the event of non-payment, by the remedies provided herein.

(B) Overdue Assessments. Any Annual Assessment or Supplemental Assessment not paid-in-full within thirty (30) days after the due date shall accrue interest at the rate of two percent (2%) per month (twenty-four percent (24%) per annum), or at such other rate as may be established annually by the Board, until cured and paid-in-full. If the interest rate prescribed herein or by the Board is deemed excessive by a court of competent jurisdiction, then the interest rate shall default to Idaho's statutory rate of interest.

(C) Enforcement by Suit. The Association may enforce and collect payment of any Annual Assessment or Supplemental Assessment by commencement and

maintenance of an action at law or in equity against the owner(s) of any Lot for the collection of any delinquent Assessments for which such Owner(s) are obligated. Any judgment rendered hereunder shall include interest and reasonable attorneys' fees and court costs against such owner(s). Suit to recover judgment for unpaid assessments may be maintained without foreclosing or waiving the lien created hereby.

(D) Creation of Liens; Personal Obligation; Delinquency.

(1) Continuing Lien. All assessments, together with interest, costs, charges, and reasonable attorneys' fees that may be incurred in collecting the same, shall be a charge on the land comprising the subject Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

(2) Personal Obligation. All assessments, together with interest thereon at the legal rate, and together with the amount of reasonable collection fees, costs, and attorney fees, shall also be the personal obligation of the owner whose Lot received the assessment(s), determined as of the date when the assessment was levied.

(3) Delinquent Assessment Obligation. The personal obligation for delinquent assessments shall not pass to an owner's successor and shall not relieve the owner of the duty to pay the assessment(s). However, unpaid assessments, including fees, costs, and attorney fees, shall constitute a continuing lien against the subject Lot, until paid, and shall be subject to foreclosure in accordance with Idaho law.

(E) Enforcement by Foreclosure of Lien.

(1) Each Annual Assessment and Supplemental Assessment, when levied, shall automatically constitute a lien on and against the Lot to which such assessment pertains, without any requirement of filing any documentation of such lien.

(2) Such lien shall include the power of sale to secure payment of any and all such assessments, together with accrued interest, reasonable attorneys' fees, and costs.

(3) Enforcement of said lien shall be in accordance with the following procedures and the laws of the state of Idaho:

(a) The lien shall attach to a Lot upon recordation in the Office of the Adams County Recorder of the notice of default and claim of lien, which shall be executed and acknowledged by the Association.

(b) The notice of default and claim of lien shall include the name of the defaulting Owner(s), the amount of the assessment and other charges properly levied under this Declaration, the description of the Lot assessed, that the notice of default and claim of lien is made by the Association pursuant to this Declaration; and that a lien is claimed and will be foreclosed against the Lot in an amount equal to the amount stated.

(c) The lien shall attach and be effective immediately upon recordation of a duly executed original or copy of each notice of default and claim of lien and mailing a copy thereof to the defaulting Lot owner by First Class Mail, postage prepaid.

(d) Any lien under this Declaration may be foreclosed by appropriate legal action or in the manner provide by law for the foreclosure of a deed of trust by exercise of a power of sale contained therein, or in the manner provided by law for the enforcement of a judgment; provided, however, that initiation of such foreclosure shall not be commenced prior to fifteen days following the mailing of a copy of the notice of default and claim of lien to the owner, as provided herein.

(e) Any action brought to foreclose a lien recorded hereunder shall be commenced within one (1) year following such recordation, unless the Association, by majority vote of owners, extends such deadline for an additional period not to exceed one additional year by recording a written extension thereof.

(f) The Association shall have authority to bid at any foreclosure sale, trustee's sale, or judgment sale and to purchase, lease, acquire, hold, mortgage, and convey any interest acquired at such sale, subject to this Declaration. Reasonable attorneys' fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed, to the extent permitted by law.

(g) The proceeds of any foreclosure sale, trustee's sale, or judgment sale pursuant to this Declaration shall first be paid to discharge court costs, transcript fees or charges, reasonable attorneys' fees, title costs, and costs of the sale, and all other expenses of the proceedings and the sale. The balance of proceeds from such sale, after satisfaction of such fees and charges and unpaid assessments and liens, shall be paid to the defaulting owner.

(h) The purchaser at any such sale shall obtain title to the Lot free from the sums claimed, but otherwise subject to the provisions of this Declaration and all other instruments governing such Lot. No foreclosure sale, trustee's sale, or judgment sale shall relieve such Lot or the purchaser thereof at such sale from liability for any

assessments, other payments, or performances thereafter becoming due, or from the lien therefore, as provided herein.

(i) Upon the timely curing of any default or failure to pay any assessment(s) for which a notice of claim of lien was filed by the Association, the Association is authorized to, and shall, record an appropriate release of such lien in the Office of the Adams County Recorder.

(j) The Association's rights of enforcement and collection shall be cumulative and non-exclusive.

d. **No Reimbursement for Unapproved Work; Emergencies.** If any owner of a Lot performs maintenance, repairs, or replacement without obtaining the prior approval of the other Lot owners, as provided herein, prior to performing such work, then the Lot owner performing such work shall be responsible for paying the entire cost thereof, unless such work is deemed reasonably necessary in the event of an emergency, in which case neither a majority vote nor prior approval shall be necessary before making such improvements or undertaking such maintenance.

e. **Lots Owned by Declarant.** All Lots owned by Declarants, or by Declarants' designated successors or assigns, on which no residence has been constructed, for purposes of the responsibilities and duties contained herein, including (without limitations) the computation and levying of assessments, shall be deemed to be one (1) Lot.

5. **AMENDMENT.** To be effective, amendments to this Declaration must be approved by owners of a two-thirds (2/3) majority of Lots; notwithstanding the foregoing, Declarant, for so long as it owns any Lot(s), may, at any time and for any reason, in its sole and unfettered discretion, amend this Declaration to conform to its intent in making, executing, and recording this Declaration.

6. **BINDING; RUNS WITH LAND.** This Declaration shall be recorded in the official records of Valley County, Idaho and shall run with the land and be binding on Declarant and all owners of any one or more Lot, and upon their respective heirs, successors, administrators, executors, and assigns, and shall run with the land.

7. **NOT A PUBLIC EASEMENT; NO DEDICATION.** Nothing in this Declaration is intended, and it shall not be interpreted or deemed, to constitute a gift or dedication of any portion of the Private Roads to the general public or for the benefit of the general public or for any public purpose whatsoever, other than those expressly contained herein, it being the intention that this Declaration shall be strictly limited to and for the purposes expressed herein; notwithstanding the foregoing, any and all additional lots and/or property to/from/for which Declarant authorizes

access via the Private Roads shall have the rights ascribed in whatsoever instrument used to grant, reserve, or convey such rights of ingress/egress via the Private Roads.

8. MISCELLANEOUS PROVISIONS.

a. Perpetual Duration. This Declaration shall be perpetual and shall encumber and run with the land.

b. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, then a neutral third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all owners of Lots. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a neutral third party arbitrator (as with all votes of Lot owners, except as otherwise expressly provided herein), each Lot shall be entitled to one vote, and the arbitrator nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

c. Headings. The headings of the several paragraphs contained herein are for convenience only, and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Declaration.

d. Severability. If any term or provision of this Declaration is deemed invalid or unenforceable, such term or provision shall be stricken, but all other terms and provisions of this Declaration shall remain intact, in full force and effect, unaffected by the striking of the offending term or provision.

e. Amendment. Declarant expressly reserves unto itself, and to its designated successors and assigns, the right to unilaterally amend this Declaration at any time and for any purpose, regardless of whether Declarant then owns any Lot or other part or portion of the Property. Without limiting the foregoing, and for the sole purpose of providing an example, Declarant may amend this Declaration to annex and incorporate other real property and make such other real property subject to the rights and obligations contained in this Declaration, regardless of whether such other real property is within Saddle Rock Subdivision.

f. No Merger. There shall be no merger or extinguishment of this Declaration created hereby with the fee simple estate of either property or any portion thereof or any interest therein by reason of the fact that the same person or other entity may acquire, own or hold, directly or indirectly, the entire fee simple estate of both properties.

DECLARANTS SO DECLARE, effective from and after the date on which this Declaration is recorded in the Official Records of Valley County, Idaho.

