

Valley County Planning and Zoning

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



Phone: 208-382-7115
Fax: 208-382-7119
Email: cherrick@co.valley.id.us

STAFF REPORT:	C.U.P. 21-09 Copper Rock Subdivision – Final Plat
MEETING DATE:	March 9, 2023
TO:	Planning and Zoning Commission
STAFF:	Cynda Herrick, AICP, CFM Planning and Zoning Director
APPLICANT / OWNER:	James Poulson, Biltmore Investment Group INC 1580 W Cayuse Way, Meridian, ID 83646
REPRESENTATIVE:	Kent Brown 3151 E Springwood DR, Meridian, ID 83642
ENGINEER / SURVEYOR:	Bailey Engineering INC 1119 E State ST, Suite 210, Eagle, ID 83616
LOCATION:	Portion of parcel RP16N03E161805 along Dawn Drive in the SWSE Section 16, T.16N, R.3E, Boise Meridian, Valley County, Idaho
SIZE:	Original Application for 4.15 acres; final plat includes 6.4
REQUEST:	Single-Family Residential Subdivision
EXISTING LAND USE:	Bare Land

Biltmore Investments is requesting final plat approval. The commission will review the final plat to determine conformance with the preliminary plat, approved densities, and conditional use permit.

The original proposed subdivision name was Osprey Pointe Subdivision. The site is adjacent on the south side of the Donnelly City Park and Boat Ramp.

The approval for a conditional use permit and preliminary plat was effective April 20, 2021. The preliminary plat approval was for a 14-lot single-family residential subdivision on 4.15 acres.

The final plat submittal consists of 13 single-family residential lots and two common lots. The common lots for the North Lake Recreational Sewer and Water District lift station, the fire protection water tank, utilities, and access easements.

The increase in acreage is due to the two common lots and platting of 70-ft wide road dedication for Dawn Drive. Dawn Drive is currently a 50-ft prescriptive easement at this site.

Lots would be accessed from six shared driveways onto Dawn Drive (public).

Condition of Approval #7 requires a letter of approval from Donnelly Rural Fire District. This will require Idaho Power to provide power lines for the water tank and lift station and implementation of the Wildland Urban Interface Fire Protection Plan.

The submittal letter from the applicant includes letters from Idaho Department of Water Resources and Idaho Department of Environmental Quality.

FINDINGS:

1. The final plat was submitted on January 26, 2023.
2. Legal notice was posted in the *Star News* on February 16, 2023, and February 23, 2023. The proposed final plat was posted on the Valley County website on February 6, 2023. The final plat submittal was forwarded to the City of Donnelly pursuant to VCC Section 10.3.3.3 on February 7, 2023. **This is not a public hearing.**

3. Agency comment received:

Jess Ellis, Donnelly Fire Marshal, states that the Donnelly Fire District requirements for final plat have not been met. Fire protection water storage tank specifications need submitted. The connecting water line, automatic fill and float devices have not been inspected or tested. (Feb. 13, 2023)

Kathy Riffie, Valley County Cadastral Specialist Technician I, found no discrepancies with the plat. A vesting deed to the North Lake Recreational Sewer and Water District for Block 2 Lot 2 is anticipated after the subdivision plat has been recorded. (Feb. 16, 2023)

Paul Ashton, Parametrix and Valley County Engineer, recommends approval of the Storm Water Pollution Protection Plan. (Oct. 13, 2022)

STAFF QUESTIONS / COMMENTS / RECOMMENDATION:

- 1) Additional Notes on the plat are needed, as follows:
 - The Wildland Urban Interface Fire Protection Plan is recorded as Instrument # _____.
 - CCRs are recorded as Instrument # _____.
 - Shared Driveway Maintenance Agreement recorded as Instrument # _____.
 - Declaration of Utilities is needed.
 - Lots are limited to one wood burning device.
 - 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.
- 2) Must submit a Shared Driveway Maintenance Agreement. Shared driveways are not shown on Block 1, Lots 2 and 12.
- 3) A six (6) foot wide Public Pedestrian Easement is referenced on the plat, but I do not see it on the plat. If there is a public pedestrian easement, then it should be in the dedication as a public easement under the certificate of owners?
- 4) Dawn Drive needs to be shown as a public right-of-way on the plat.

- 5) CCRs shall reference shared driveways, fire water tank maintenance, the Wildland Urban Interface Fire Protection Plan, lighting, and limit each lot to one wood-burning device.
- 6) This plat is to be recorded by April 21, 2023. Due to weather constraints, it is unlikely that Condition of Approval # 7 will be finalized by then. Staff recommends that the Commissioners extend final plat approval for six months to allow time for the Idaho Power lines to be properly completed and approval obtained from the Donnelly Fire Department.
- 7) The following are the conditions of approval and comments as to whether the applicant has complied with each condition.
- 8) The western property line is shown as a section line, not the lot line.
- 9) I question whether the Surveyors Narrative should be removed on final plats.

Approved Conditions of Approval – Instrument # 439480:

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. ✓
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit. ✓
3. The final plat shall be recorded within two years or this permit will be null and void.
Must be recorded by April 20, 2023.
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 or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit. ✓
5. Must have a storm water management plan approved by the Valley County Engineer prior to any excavation work being done. ✓
6. Must have approval from the Valley County Road Department prior to any work being done in the Valley County 50' prescriptive easement (roadway). **The applicant states this is completed.**
7. A letter of approval is required from Donnelly Rural Fire District.
Needed.
8. CCR's should address lighting, wildfire prevention, and limit each lot to one wood burning device. **Applicant should state where this information is included in the CCRs.**
9. All lighting must comply with the Valley County Lighting Ordinance. ✓
10. Shall place addressing numbers at each driveway and each building. ✓

11. Must meet density requirements. ✓
12. Shall place floodplain note on the final plat.
_____ **Needed.**
13. Shall place fiber optic conduit in road with utility lines if new utility lines are placed.
_____ **Was this completed?**
14. The final plat should be submitted 45 days before the Planning and Zoning Commission meeting. ✓
15. Shall place a note on the face of the plat that states there shall be no disturbance of land within the 7 ½' setback to the BOR property, including hardened surfaces, decks, etc.
Landscaping will be allowed, but there cannot be vegetation removal except for landscaping.
✓
16. Stormwater management and pollution plan should be submitted for Lots 1-5 with the final plat showing review and approval by the Valley County Engineer.
_____ **Approval letter is needed from Valley County Engineer.**
17. A 70-foot dedicated public right-of-way along Dawn Drive will be platted in this subdivision.
✓

_____ **End Conditions of Approval** _____

ATTACHMENTS:

- Conditional Use Permit
- Vicinity Map
- Aerial Map
- Assessor Plat – T.16N R.3E Sec. 16
- Responses
- Approved Preliminary Plat
- Proposed Final Plat Received January 26, 2023
- Applicant's Submittal, including Revised Plat Received February 22, 2023
- Draft CCRs submitted with Original Application

END OF STAFF REPORT



Planning and Zoning Commission
VALLEY COUNTY
IDAHO

P.O. Box 1350/219 North Main Street/Cascade, Idaho 83611-1350

Phone: 208.382.7115
FAX: 208.382.7119

(Recording Sticker)
Instrument # 439480
VALLEY COUNTY, CASCADE, IDAHO
4-21-2021 10:20:28 AM No. of Pages: 3
Recorded for : PLANNING AND ZONING
DOUGLAS A. MILLER Fee: 0.00
Ex-Officio Recorder Deputy AE
Index to: COUNTY MISC

CONDITIONAL USE PERMIT
N O. 21-09
Osprey Pointe Subdivision

Issued to: **Biltmore Investment Group INC**
1580 W Cayuse Way
Meridian ID 83646

Property Location: The site is 4.15 acres and is a portion of parcel RP16N03E161805 in the SWSE Section 16, T.16N, R.3E, Boise Meridian, Valley County, Idaho.

There have been no appeals of the Valley County Planning and Zoning Commission's decision of April 8, 2021. The Commission's decision stands, and you are hereby issued Conditional Use Permit No. 21-09 with Conditions for establishing a 14-lot single family subdivision as described in the application, staff report, and minutes.

The effective date of this permit is April 20, 2021.

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.
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
3. The final plat shall be recorded within two years or this permit will be null and void.
4. The issuance of this permit and these conditions will not relieve the applicant from

Conditional Use Permit
Page 1

complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.

5. Must have a storm water management plan approved by the Valley County Engineer prior to any excavation work being done.
6. Must have approval from the Valley County Road Department prior to any work being done in the Valley County 50' prescriptive easement (roadway).
7. A letter of approval is required from Donnelly Rural Fire District.
8. CCR's should address lighting, wildfire prevention, and limit each lot to one wood burning device.
9. All lighting must comply with the Valley County Lighting Ordinance.
10. Shall place addressing numbers at each driveway and each building.
11. Must meet density requirements.
12. Shall place floodplain note on the final plat.
13. Shall place fiber optic conduit in road with utility lines if new utility lines are placed.
14. The final plat should be submitted 45 days before the Planning and Zoning Commission meeting.
15. Shall place a note on the face of the plat that states there shall be no disturbance of land within the 7 ½' setback to the BOR property, including hardened surfaces, decks, etc. Landscaping will be allowed, but there cannot be vegetation removal except for landscaping.
16. Stormwater management and pollution plan should be submitted for Lots 1-5 with the final plat showing review and approval by the Valley County Engineer.
17. A 70-foot dedicated public right-of-way along Dawn Drive will be platted in this subdivision.

END CONDITIONAL USE PERMIT

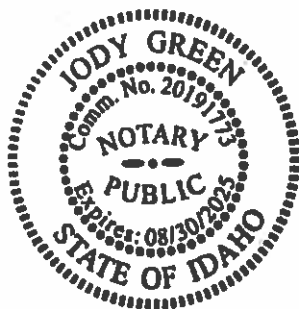
Date April 20, 2021

Approved by Cynda Herrick

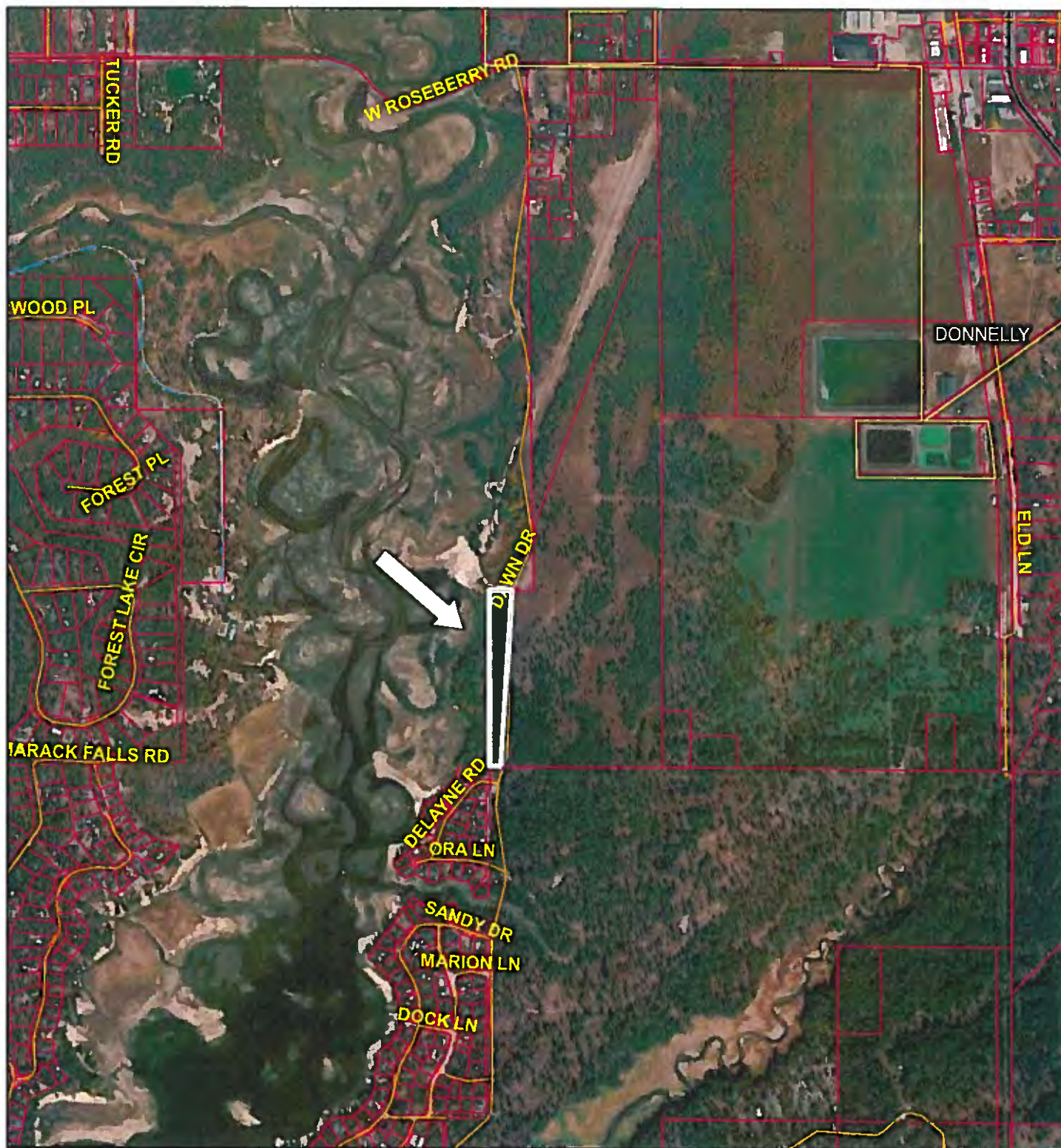
On this 20 day of April, 2021, before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

[Signature]
Notary Public
Residing at: Valley Center
Commission Expires: 8/30/25

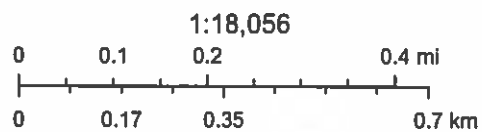


C.U.P. 21-09 Vicinity Map



3/2/2021, 2:55:48 PM

- | | |
|--|--|
| Municipalities | Roads |
| Parcel Boundaries | MAJOR |
| Other Parcels | COLLECTOR |
| All Road Labels | URBAN/RURAL |
| | PRIVATE |






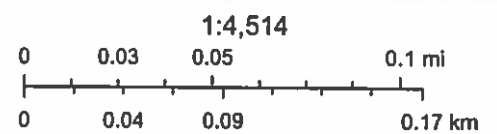
USDA FSA, GeoEye, Maxar

C.U.P. 21-09 Approximate Location



3/2/2021, 2:48:18 PM

- | | |
|--|-----------------|
|  Parcel Boundaries | All Road Labels |
|  Other Parcels | Roads |
|  Addresses | URBAN/RURAL |



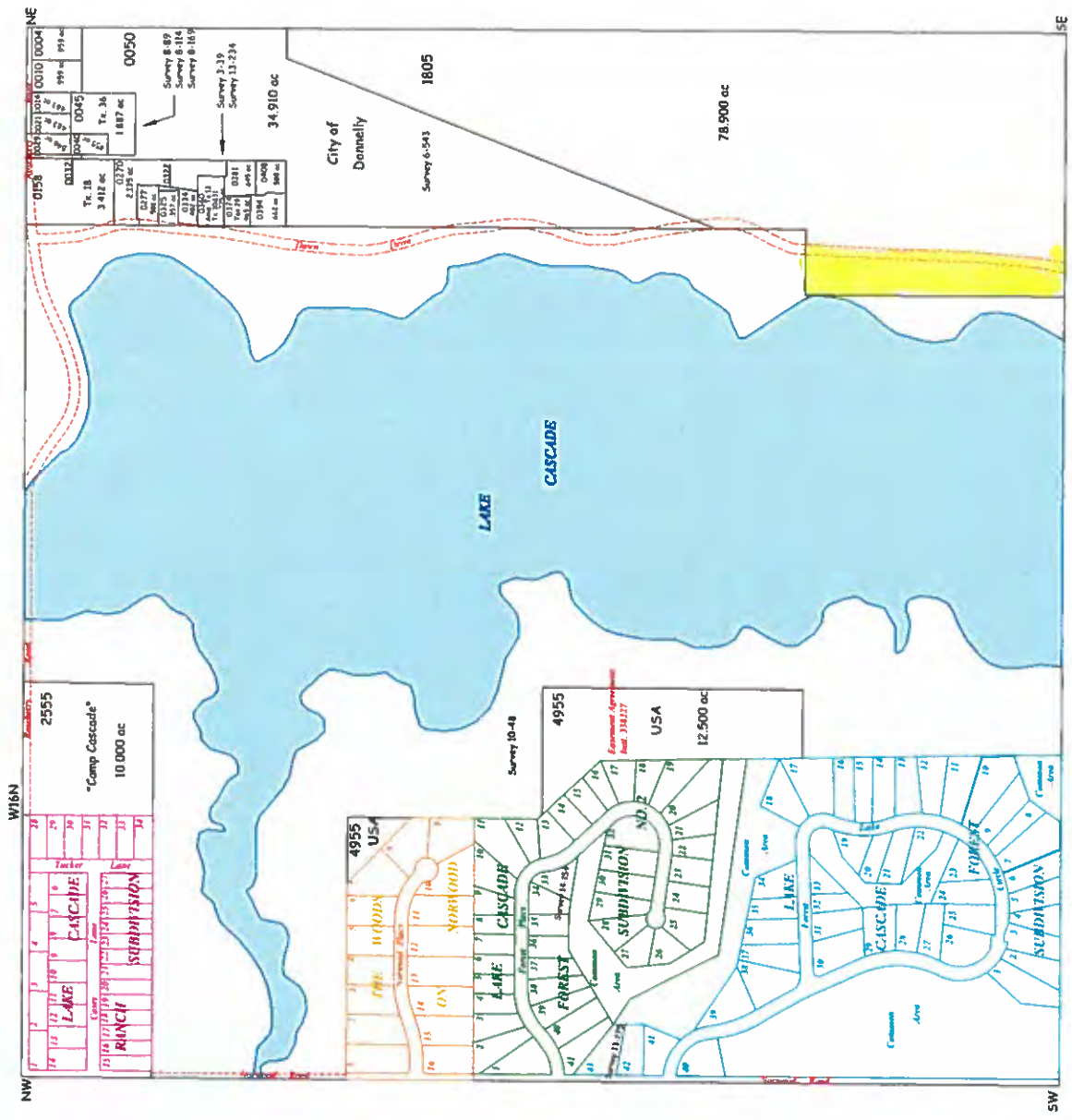
USDA FSA, GeoEye, Maxar

PLAT TITLE

T W P . 1 6 N R O S E S E C . 1 6

VALLEY COUNTY
Cartography Dept.
Assessor's Office
Cascade, ID 83611

Filename:
Valley County Base Map
Scale: 1" = 800 ft.
Date: 9/1/2021
Drawn by: L.Frederick



This drawing is to be used for reference purposes only. The County is NOT responsible for any measurement contained herein.



Donnelly Rural Fire Protection District

P.O. Box 1178 Donnelly, Idaho 83615

208-325-8619 Fax 208-325-5081

February 13, 2023

Valley County Planning & Zoning Commission

P.O. Box 1350

Cascade, Idaho 83611

RE: C.U.P. 21-09 Copper Rock Subdivision – Final Plat

After review, C.U.P 21-09 Copper Rock Subdivision has not met Donnelly Fire District requirements for final plat. Below are the items that need to be completed.

- Fire protection water storage tank specifications have not been submitted for review
- The connecting water line, automatic fill and float device have not been inspected or tested

Please call 208-325-8619 with any questions.

Jess Ellis

A handwritten signature in blue ink, appearing to read "Jess Ellis".

Fire Marshal

Donnelly Fire Department

Valley County Assessor's Office

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350
Phone (208) 382-7126 • Fax (208) 382-7187

SUE LEEPER

Assessor
sleeper@co.valley.id.us



Department of Motor Vehicles
Phone (208) 382-7141 • Fax (208) 382-7187

DEEDEE GOSSI

Chief Deputy Assessor
kgossi@co.valley.id.us

February 16, 2023

Cynda Herrick
Valley Co. P&Z Administrator
Valley County Courthouse
Cascade, Idaho 83611

RE: Final Plat Review "Copper Rock Subdivision "

Dear Cynda,

This letter is in response to your request for our office to review the final plat of the above referenced subdivision.

I have run a traverse of the subdivision boundary from the legal description provided on the Certificate of Owners. Enclosed you will find a copy. This **2024** proposed plat is a portion of a parcel referenced on the Assessment Roll as SESE; E/2 NESE; E/2 W/2 NESE; E/2 SENE; E/2 W/2 SENE, EXCEPT PT. AMENDED TAX NO. 4; S16 T16N R3E. The parcel number and ownership are as follows:

RP 16N03E161805 – Biltmore Investment Group LLC

I have enclosed a copy of the GIS plat, T16N R03E Section 16, with this proposed replat highlighted. We have found no discrepancies. Cynda, would you let the surveyor, Cody McCammon, know that per Note #7 on the plat face, we anticipate that a vesting deed to the North Lake Recreational Sewer and Water District will be recorded for Block 2 Lot 2 *after* this subdivision has been recorded.

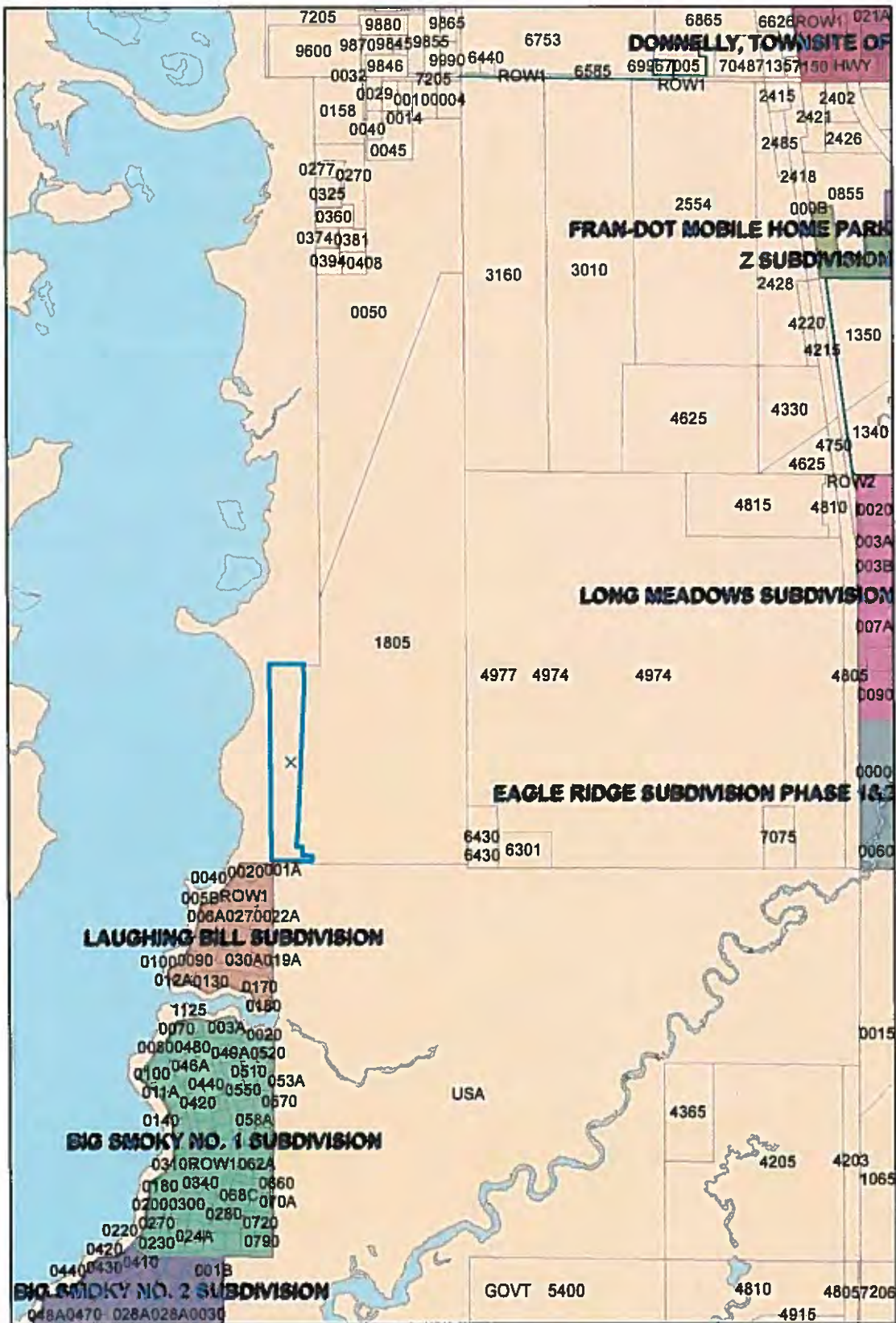
Please feel free to contact our office with any further questions or inquiries. Thank you for allowing us the opportunity to review this plat.

Sincerely,

Kathy Riffie
Cadastral Specialist Technician I
Valley County Cartography Department

Cc: Valley Co. Surveyor; Chip Bowers, Bowers Land Surveys, Inc.

Proposed "COPPER ROCK SUBDIVISION"
Portion of RP16NO3E161805



Legend

- Proposed
- Water
- Parcels
- Parcels

This map or drawing is to be used for reference purposes only
The County is not responsible for any inaccuracies contained herein

Date: 2/15/2023
By: KRaffie

J:\Traverse PC\traverse 2013\16n\3E\16Copper Rock Subd.trv
T16N R3E S16
Copper Rock Subd Boundary

280050.8644 SqFt 6.4291 Acres

Point	Type	Grid Bearing	Grid Dist	Radius	Arc Length	Delta	Northing	Easting
1							9.612	-1052.836
2		N89°28'37"W	276.03				12.132	-1328.855
3		N0°17'22"E	1.22				13.351	-1328.848
4		N89°25'28"W	4.55				13.397	-1333.398
SE16		N0°16'50"W	1317.07				1330.451	-1339.847
6	PC	S89°29'02"E	240.10				1328.289	-1099.757
7	PT	S6°00'05"W	51.27	-115.00	51.70	25°45'37"	1277.300	-1105.118
8	PC	S6°52'39"E	15.36				1262.050	-1103.278
9	PT	S2°00'23"E	56.89	335.00	56.96	9°44'30"	1205.195	-1101.286
10	PC	S2°51'53"W	987.43				218.999	-1150.636
11	PT	S6°47'05"W	114.17	835.00	114.26	7°50'25"	105.629	-1164.124
12		S89°28'37"E	43.75				105.229	-1120.376
13		S0°31'23"W	59.00				46.232	-1120.915
14		S89°28'37"E	68.41				45.607	-1052.507
1'		S0°31'23"W	36.00				9.609	-1052.836

Wednesday, February 15, 2023 08:56:15
kriffie

Copper Rock Subdivision SWPPP

From: Paul Ashton [REDACTED]

Sent: Thursday, October 13, 2022 3:40 PM

To: Cynda Herrick <cherrick@co.valley.id.us>

Cc: Jonah Duncan [REDACTED]; Tanner Amar [REDACTED]; Jeremy Amar [REDACTED]; Judy Schmidt [REDACTED]; Jason Polson [REDACTED]; Valley County Road Department <roaddept@co.valley.id.us>; Cody Janson [REDACTED]

Subject: RE: Copper Rock Subdivision SWPPP

Hi Cynda,

I have reviewed the SWPPP document provided by Biltmore and recommend approval of the plans and documents for the Copper Rock Subdivision.

Please let me know if you need anything else from us for this development.

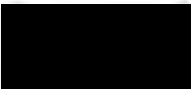
Thank you!

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

Paul Ashton, PE

Senior Engineer



direct
mobile



From: Jason Polson [REDACTED]

Sent: Wednesday, October 12, 2022 17:14

To: Paul Ashton [REDACTED]

Cc: Jonah Duncan [REDACTED]; Tanner Amar [REDACTED]; Jeremy Amar [REDACTED]; cherrick@co.valley.id.us; Judy Schmidt [REDACTED]

Subject: Copper Rock Subdivision SWPPP

Paul,

Per your conversations with Tanner Amar, here is the Copper Rock Subdivision SWPPP plan for your review and reference.

Dropbox link for the file here:

[REDACTED]

Please let Tanner or I know if you have any questions or need any additional information.

Thank you,

Jason Polson

Biltmore Company

[REDACTED]

1580 W. Cayuse Creek Dr. | Meridian, ID 83646

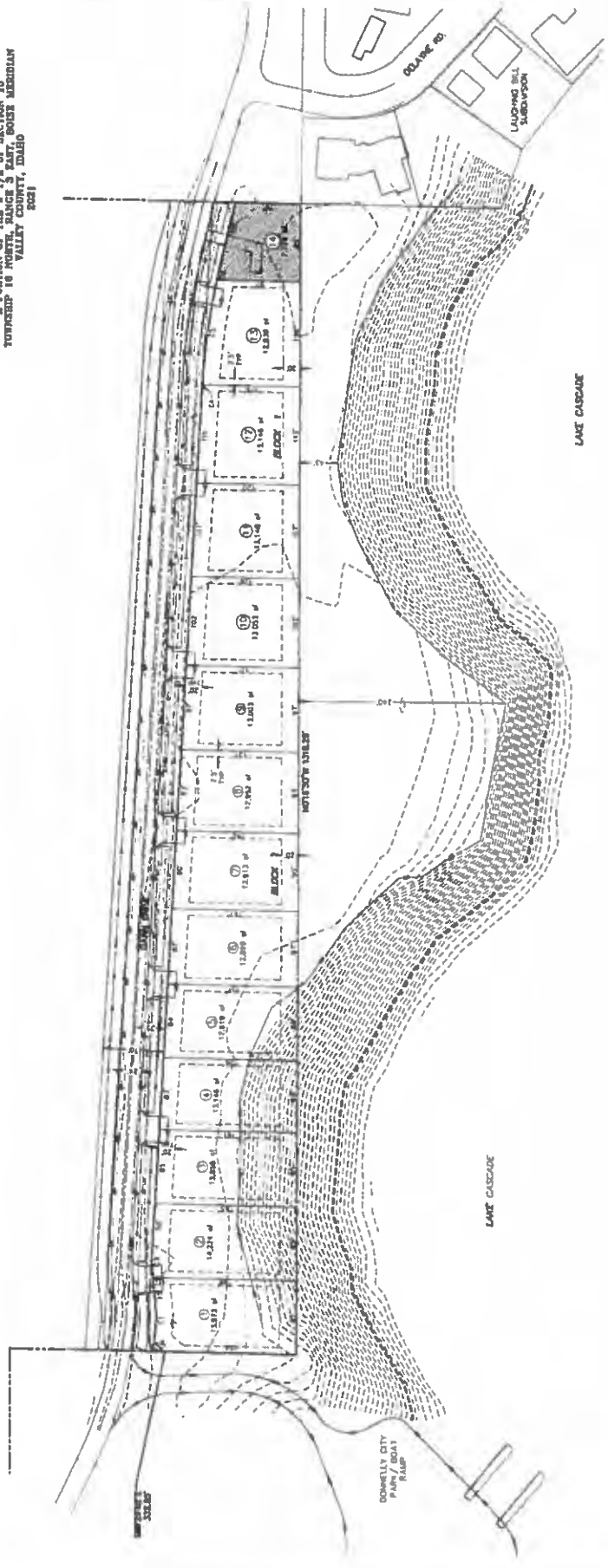
www.biltmoreco.com

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NO.	DATE	REVISION
1	10/15/21	PRELIMINARY PLAT

**PRELIMINARY PLAT FOR
 OSPREY POINTE SUBDIVISION**
 A PORTION OF THE W 1/4 OF SECTION 16
 TOWNSHIP 10 NORTH, RANGE 9 WEST, BOISE MERIDIAN
 VALLEY COUNTY, IDAHO
 2021



Corner Table

Corner #	Area	Length
1	1.0000	1.0000
2	1.0000	1.0000
3	1.0000	1.0000
4	1.0000	1.0000
5	1.0000	1.0000
6	1.0000	1.0000
7	1.0000	1.0000
8	1.0000	1.0000
9	1.0000	1.0000
10	1.0000	1.0000
11	1.0000	1.0000
12	1.0000	1.0000
13	1.0000	1.0000
14	1.0000	1.0000
15	1.0000	1.0000

Parcel Table

Lot	Area	Description
1	1.0000	1.0000
2	1.0000	1.0000
3	1.0000	1.0000
4	1.0000	1.0000
5	1.0000	1.0000
6	1.0000	1.0000
7	1.0000	1.0000
8	1.0000	1.0000
9	1.0000	1.0000
10	1.0000	1.0000
11	1.0000	1.0000
12	1.0000	1.0000
13	1.0000	1.0000
14	1.0000	1.0000
15	1.0000	1.0000

PLAN NOTES

- 1. All lots are to be conveyed as separate parcels.
- 2. The area shown on this plat is for informational purposes only and does not constitute a warranty of any kind.
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SYMBOL LEGEND

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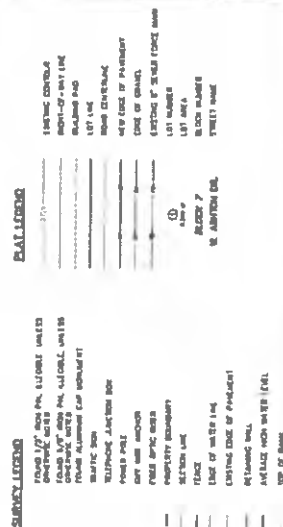




JB Valley Engineering, Inc.
Civil Engineering & Planning



1 NORTH LANE DRIVE AND WATER DISTRICT TRAIL SPURCE SHALL BE EXTENDED TO ALL LOTS.
2 WATER WILL BE PROVIDED BY PRIVATE INDIVIDUALS.
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January 15, 2023

Valley County
Planning & Zoning Department
P.O. Box 1350
219 North Main Street
Cascade, Idaho 83611

Project: Copper Rock Subdivision
Dawn Dr.
Donnelly, ID 83616

Subject: Final Plat Narrative - CUP 21-09

To Whom it may concern:

Biltmore Investments is requesting Plat approval for the Copper Rock Subdivision, a 15-lot single-family subdivision on approximately 4.15 acres and is a portion of parcel RP16N03E161805 in the SWSE Section 16, T.16N, R.3E, Boise Meridian, Valley County, Idaho. For this Plat, Lot 1 Block 2 and Lot 2 Block 2 are common lots with the sewer lift station and fire protection water tank that service the project. Lots are accessed from Dawn Drive with six shared driveways.

Building setbacks and dimensional standards in the subdivision shall be in compliance with the applicable zoning regulations of Valley County. Additionally, there shall be a no disturbance of land within the seven and a half (7.5) foot wide setback from Bureau of Reclamation Land to the West.

Currently, there is 1 remaining item to be completed from the Conditions of Approval list. The item remaining to be completed are;

- Item #7 - A letter of approval is required from Donnelly Rural Fire District
 - Idaho Power is delayed due to winter conditions in providing power lines to service the water tank and Sewer Lift Station. This item is needed to fully implement the Wildland Urban Interface Fire Protection Plan.
 - We are willing to Bond this item to proceed with Final Plat Approval.

Conditions of Approval from recorded CUP:

Biltmore...Built Better!

www.biltmoreco.com

1580 W. Cayuse Creek Dr.
Meridian, ID 83646



BILTMORE CO.

Conditions of Approval:

- Completed 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.
- Completed 2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
- Pending 3. The final plat shall be recorded within two years or this permit will be null and void.
- Completed 4. The issuance of this permit and these conditions will not relieve the applicant from Conditional Use Permit

Page 1

complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.

- Completed 5. Must have a storm water management plan approved by the Valley County Engineer prior to any excavation work being done.
- Completed 6. Must have approval from the Valley County Road Department prior to any work being done in the Valley County 50' prescriptive easement (roadway).
- Not Complete 7. A letter of approval is required from Donnelly Rural Fire District.
- Completed 8. CCR's should address lighting, wildfire prevention, and limit each lot to one wood burning device.

Biltmore...Built Better!



BILTMORE CO.

- Agreed 9. All lighting must comply with the Valley County Lighting Ordinance.
- Agreed 10. Shall place addressing numbers at each driveway and each building.
- Agreed 11. Must meet density requirements.
- Agreed 12. Shall place floodplain note on the final plat.
- Agreed 13. Shall place fiber optic conduit in road with utility lines if new utility lines are placed.
- Agreed 14. The final plat should be submitted 45 days before the Planning and Zoning Commission meeting.
- Agreed 15. Shall place a note on the face of the plat that states there shall be no disturbance of land within the 7 ½' setback to the BOR property, including hardened surfaces, decks, etc. Landscaping will be allowed, but there cannot be vegetation removal except for landscaping.
- Agreed 16. Stormwater management and pollution plan should be submitted for Lots 1-5 with the final plat showing review and approval by the Valley County Engineer.
- Agreed 17. A 70-foot dedicated public right-of-way along Dawn Drive will be platted in this subdivision.

END CONDITIONAL USE PERMIT

This project has met all but one of the Conditions of Approval from the recorded C.U.P. and we are willing to Bond any items to Commission deems remaining.

If you have any questions concerning this Plat Approval request, please contact me.

Respectfully,

Jason Polson
Biltmore Company



Biltmore...Built Better!

www.biltmoreco.com

1580 W. Cayuse Creek Dr.
Meridian, ID 83646

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
616 North 3rd Street Suite 101
McCall, ID 83638

Space Above This Line for Recorder's Use Only

File No.: 914437-MC (kt)

WARRANTY DEED

Date: October 26, 2020

For Value Received, **Kiser Family Limited Partnership, an Idaho limited partnership,** hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Biltmore Investment Group LLC, an Idaho limited liability company,** hereinafter called the Grantee, whose current address is **2400 W. Wapoot Dr., Meridian, ID 83646,** the following described premises, situated in **Valley County, Idaho,** to-wit:

ALL THAT CERTAIN PROPERTY LOCATED IN SECTION 16, TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

SE $\frac{1}{4}$ SE $\frac{1}{4}$;
E $\frac{1}{2}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$;
E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$;
E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;
E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT A POINT WHICH IS 150 FEET WEST OF THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 16, TOWNSHIP 16 NORTH, RANGE 3 EAST BOISE MERIDIAN, THENCE WEST 840 FEET, THENCE SOUTH 2190 FEET, THENCE IN A NORTHEASTERLY DIRECTION TO THE POINT OF BEGINNING.

P.1 of 3
JWK

This sale and transfer to Grantee includes 8 sewer hook ups to North Lake Sewer District which are appurtenant to the property described herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, the rights of the United States Government regarding Cascade Lake reservoir, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

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P. 2 of 3
JWK

Kiser Family Limited Partnership, an Idaho limited partnership

By: Kiser Investments Inc, the General Partner of Kiser Family limited partnership

By: [Signature]
Name: James W. Kiser

Title: President

STATE OF Idaho)

ss.

COUNTY OF Valley)

On this 10/24/2020 before me, a Notary Public in and for said State, personally appeared **James W. Kiser, president of Kiser Investments Inc.**, known or identified to me to be the President of Kiser Investments, Inc which is known or identified to me to be the General Partner of Kiser Family Limited Partnership, and James W. Kiser is one of the partners in the partnership of **Kiser Family Limited Partnership, an Idaho limited partnership**, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

[Signature]
Notary Public of Idaho
Residing at: Residing: Cascade, ID
Commission Expires: Exp: 05/13/2021



P. 3 of 3
JWK



IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

April 22, 2022

BILTMORE COMPANY
1580 W CAYUSE CREEK DR
MERIDIAN ID 83646-4795

RE: Permit No. 65-24107

Permit Approval Notice

Dear Permit Holder(s):

The Department of Water Resources ("Department") has issued the enclosed permit authorizing you to establish a new water right. Please be sure to thoroughly review all the conditions of approval listed on your permit. The conditions include requirements that you must accomplish, such as timely submittal of proof of beneficial use or installation of a measuring device, as well as information about how your water use may be administered, such as regulation by a watermaster in a water district. Failure to comply with the conditions of approval may result in your permit lapsing or being canceled.

The permit is a PRELIMINARY ORDER issued pursuant to Rule 730 of the Department's Rules of Procedure (IDAPA 37.01.01.730). It can and will become a final order without further action by the Department unless a party petitions for reconsideration, files exceptions, or requests a hearing as described in the enclosed information sheet.

The final step in the water right process is issuance of a water right license. To receive a water right license, you must divert and use water to the full extent intended and submit a *Statement of Completion for Submitting Proof of Beneficial Use* by the date shown in condition no. 1 of your permit. The Department will send you a *Proof Due Notice* approximately 60 days prior to the date listed in condition no. 1 of your permit.

You may also require approvals from other Department programs, such as Ground Water Protection, Safety of Dams, or Stream Channel Protection, to accomplish your proposed development. Please call or visit any Department office or see the Department's website at idwr.idaho.gov for more information about these programs.

Please be advised that Idaho Code § 42-248, requires you or the owner of this water permit to maintain current ownership and address records on file with the

Department. Forms to file an assignment of permit and/or a change in the address of the permit owner are available from any Department office or at the Department's website at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 605-4624.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Storms', with a long horizontal flourish extending to the right.

Scott Storms
Water Rights Supervisor

Enclosure(s)

CERTIFICATE OF SERVICE

25/11
I hereby certify that on April 22, 2022, I served a true and correct copy of Permit to Appropriate Water No. 65-24107 by U.S. Mail, postage prepaid, to the following:

BILTMORE COMPANY (Current Owner)
1580 W CAYUSE CREEK DR
MERIDIAN ID 83646-4795

JEREMY AMAR (Representative)
2400 W WAPOOT DR
MERIDIAN ID 83646-5994



Scott Storms
Water Rights Supervisor

State of Idaho
Department of Water Resources
Permit to Appropriate Water
No. 65-24107

Priority: February 02, 2022

Maximum Diversion Rate: 1.00 CFS

This is to certify that

BILTMORE COMPANY 1580 W CAYUSE CREEK DR MERIDIAN ID 83646-4795

has applied for a permit to appropriate water from:

Source : GROUND WATER

and a permit is APPROVED for development of water as follows:

<u>Beneficial Use</u>	<u>Period of Use</u>	<u>Rate of Diversion</u>
IRRIGATION	04/15 to 10/31	1.00 CFS

Location of Point(s) of DiversionGROUND WATER SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16, Twp 16N, Rge 03E, B.M. VALLEY County**Place of Use: IRRIGATION**

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
16N	03E	16				4.0									27.0			19.0	50.0

Total Acres: 50.0


Conditions of Approval

1. Proof of application of water to beneficial use shall be submitted on or before **May 01, 2027**.
2. Subject to all prior water rights.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.0 afa per acre at the field headgate for irrigation of the place of use.
4. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
5. Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
6. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.

State of Idaho
Department of Water Resources
Permit to Appropriate Water
No. 65-24107

This permit is issued pursuant to the provisions of Idaho Code § 42-204.

Signed this 22nd day of April, 2022



SCOTT STORMS
Water Rights Supervisor

State of Idaho
Department of Water Resources






Attachment to Permit to Appropriate Water

65-24107

This map depicts the IRRIGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

03E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.1 0.2 0.4 Miles



EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1410 N Hilton Street, Boise, ID 83706
(208) 373-0502

Brad Little, Governor
Jess Byrne, Director

November 2, 2022

Kevin Amar
Biltmore Company
1548 W. Cayuse Creek Dr., Suite 100
Meridian, ID 83646
[REDACTED]

Subject: NLRSD – Copper Rock Subdivision Lift Station (*Valley County*)
Plans and Specifications Approval

Dear Mr. Amar:

The referenced project appears to meet state of Idaho standards, and is approved based on the conditions listed below.

I. HEALTH CERTIFICATE

The Department of Environmental Quality (DEQ) recommends sanitary restrictions **remain in force** on Copper Rock (aka Osprey Pointe) and directs the land developer or owner, or their representative, to place the following Sanitary Restriction Health Certificate on the plat(s):

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 are in force. No owner shall construct any building, dwelling or shelter which necessitates the supplying of water or sewage facilities for persons using such premises until sanitary restriction requirements are satisfied.

The proposed subdivision will rely on this sanitary sewer lift station to convey wastewater to the North Lake Recreational Sewer & Water (NLRSD) wastewater treatment facility. As of the date of this letter, the lift station is not constructed. DEQ will not recommend the lifting of sanitary restrictions on this subdivision until the following conditions have been satisfied:

1. The record drawings for the completed lift station must be submitted to DEQ.
2. An Operation and Maintenance Manual for the lift station must be submitted to DEQ and approved.

At such time as these conditions have been fulfilled, and the lift station is fully operational, you may then submit to DEQ a written request to have sanitary restrictions removed from the subdivision.

II. STANDARD CONDITIONS

- A. All conditions of this letter must be met. The standard conditions on the Department of Environmental Quality (DEQ) review stamp are part of this approval. Supporting reports or documents are considered to be part of the approved documents.
- B. No work may begin until a copy of this approval letter and the plans and specifications bearing the DEQ approval stamp are delivered to and kept on the job site. As the project owner, you must ensure the contractor, the construction inspector, and the certifying engineer are aware of the approval conditions.
- C. This approval will be voided if: 1) construction is not completed by November 2, 2023; 2) the project is improperly constructed, operated, or maintained; or 3) the project fails to function as intended.
- D. No material deviations can be made from the approved plans without DEQ's prior written approval.
- E. Per the project documents, the land developer or owner or his representative shall ensure that an Idaho Licensed Professional Engineer provides supervision of construction and written documentation as follows.
- F. Within thirty (30) days after completion of construction, the land developer or owner or his representative shall provide DEQ with one of the following documents.
 - 1. Record plans and specifications prepared and sealed by the professional engineer responsible for observation on behalf of the owner. These plans and specifications shall depict significant deviations in the actual construction and illustrate alterations or modifications performed, based on as-built drawings provided by the contractor and field observations made by observer(s) under the direction of the professional engineer.
 - 2. If actual construction does not have significant deviations from the originally approved plans and specifications, the system owners may submit a written statement to DEQ to this effect, prepared and sealed by the professional engineer. This statement shall be based on as-built drawings provided by the contractor and field observations made by observer(s) under the direction of the professional engineer.

III. PROJECT SPECIFIC CONDITIONS:

- G. DEQ has not conducted design review for stormwater plans and specifications and has made no determination regarding whether the plans and specifications include appropriate best management practices (BMPs) to protect ground water and surface

water quality. DEQ reviews the locations of stormwater conveyances to determine public health and safety issues associated with construction of public drinking water systems.

If the construction phase of this project is anticipated to disturb one acre or more of land, or is part of a larger project that disturbs one acre or more of land, the project may be subject to regulation under the Idaho Pollutant Discharge Elimination System (IPDES) program administered by Idaho DEQ. Stormwater events that occur during construction should be managed according to the site specific Stormwater Pollution Prevention Plan and the other requirements of the general permit. Submittal of a Notice of Intent for permit coverage under the Construction General Permit can be completed here at the IPDES E-Permitting System: <http://www2.deq.idaho.gov/water/IPDES/>.

It is the project owner's responsibility to use appropriate stormwater BMPs to prevent ground and surface water contamination.

Please call me with any questions at (208) 373-0477 or contact me via e-mail at tom.burnham@deq.idaho.gov.

Sincerely,



Tom Burnham, PE
Staff Engineer

Enclosure: One Stamped Plans Cover Page

EC: Jonah Duncan, PE, Bailey Engineering, [REDACTED] (w/ cover page)
Katie Miller, Bailey Engineering, [REDACTED] (w/ cover page)
Mike Reno, Central District Health, mreno@cdh.idaho.gov
Tom White, Central District Health, twhite@cdh.idaho.gov
Suzanne Mack, Central District Health, smack@cdh.idaho.gov
John Nielsen, Idaho Division of Building Safety, john.nielsen@dbs.idaho.gov
Valerie Greear, PE, DEQ Boise Regional Office
Dan Smith, PE, DEQ Boise Regional Office
Mike Stambulis, PE, DEQ State Office
EDMS 2022AGD9361

UNPLATTED

UNPLATTED

1. There shall be a no disturbance of land within the seven and a half (7.5) foot wide setback from Bureau of Reclamation Land. Vegetation removal for purposes other than landscaping is prohibited.
2. A twelve (12') foot wide Permanent Public Utilities and Property Drainage Easement is hereby designated adjacent to a Public Right-of-Way as delineated and referenced herein. A twelve (12) foot wide Public Utilities and Property Drainage Easement is hereby designated adjacent to the seven and a half (7.5) foot wide setback from Bureau of Reclamation land. A six (6') foot wide Public Utilities and Property Drainage Easement is hereby designated adjacent to each side of interior lot lines unless otherwise shown.
3. Any Re-Subdivision of this Plat shall be in compliance with the most recently approved Subdivision Standards of the Valley County.
4. This development recognizes Idaho Code Section 22-4503, right to farm act, which states: "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
5. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of Valley County.
6. Lot 1, Block 2 is a common lot to be owned and maintained by the Copper Rock Homeowners Association. This lot is subject to a blanket access easement for Lot 2, Block 2 and a blanket public utility easement.
7. Lot 2 Block 2 is common lot which contains a North Lake Recreational Sewer and Water District sewer lift station. This lot shall be owned and maintained by North Lake Recreational Sewer and Water District. This lot is subject to a blanket public utility easement.
8. 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.

The purpose of this survey is to subdivide the property shown hereon. The property is a portion of the property as conveyed by a Warranty Deed recorded as Instrument No. _____, records of Valley County, Idaho. The property is adjacent to Laughing Bill Subdivision as filed in Book 10 of Plats at Page 343, records of Valley County, Idaho and the unrecorded retracement survey of Cascade Reservoir Boundary by Chronic and Associates. The south subdivision boundary coincident with south boundary of the Southeast 1/4 of the Southeast 1/4 of Section 16, T.16N., R.3E., B.M. was established by found monuments for the section corners shown hereon, except when called to said Laughing Bill Subdivision. The north boundary as established by the 1959 plat of Laughing Bill Subdivision and the monument found were held as the controlling boundary line. The north and west subdivision boundaries coincident with the north and west boundaries of the Southeast 1/4 of the Southeast 1/4 of said Section 16 were established by proportionate measurement.

RQS: 229785 304221 325822

UNRECORDED RERACEMENT SURVEY 1976-- BILL CHRONIC

UNRECORDED RERACEMENT SURVEY 1976-- BILL CHRONIC

SHEET 1 OF 3

CIVIL ENGINEERING | PLANNING | CADD
1119 E. STATE STREET, SUITE 210
EAGLE, ID 83616
www.bailevineengineers.com

www.bailevendajneers.com

SUBDIVISION BOUNDARY
 SECTION LINE
 NO DISTURBANCE LINE (SEE NOTE 1)
 EASEMENT LINE (SEE NOTE 2)
 STREET CENTERLINE
 LOT LINE
 ADJACENT SUBDIVISION
 BOUNDARY/PARCEL LINE
 LOT NUMBER

Curve #	Radius	Length	Chord	Bearing	Delta
C1	115.00'	51.70'	51.27'	S06°00'05"W	25°45'28"
C2	335.00'	56.96'	56.89'	S02°00'23"E	9°44'32"
C3	835.00'	114.26'	114.17'	S08°47'05"W	7°50'25"
C4	835.00'	32.35'	32.35'	N11°48'54"E	2°13'12"
C5	835.00'	146.61'	146.42'	S07°53'41"W	10°03'37"
C6	800.00'	140.47'	140.29'	N07°53'41"E	10°03'37"
C7	765.00'	54.77'	54.76'	S10°52'26"W	4°06'08"
C8	765.00'	79.55'	79.51'	S05°50'37"W	5°57'29"
C9	765.00'	134.32'	134.15'	N07°53'41"E	10°03'37"
C10	265.00'	28.25'	28.23'	S00°11'20"E	6°06'26"
C11	265.00'	16.81'	16.81'	S05°03'36"E	3°38'06"
C12	265.00'	45.06'	45.00'	N02°00'23"W	9°44'32"
C13	185.00'	50.08'	49.93'	S00°52'39"W	15°30'37"
C14	300.00'	51.01'	50.95'	N02°00'23"W	9°44'32"
C15	150.00'	41.88'	41.74'	S01°07'14"W	15°59'47"

Curve #	Radius	Length	Chord	Bearing	Delta
C1	115.00'	51.70'	51.27'	S08°00'05"W	25°45'28"
C2	335.00'	56.96'	56.89'	S02°00'23"E	9°44'32"
C3	835.00'	114.26'	114.17'	S08°47'05"W	7°50'25"
C4	835.00'	32.35'	32.35'	N11°48'54"E	21°31'12"
C5	835.00'	146.61'	146.42'	S07°53'41"W	10°03'37"
C6	800.00'	140.47'	140.28'	N07°53'41"E	10°03'37"
C7	765.00'	54.77'	54.76'	S10°52'26"W	4°06'08"
C8	765.00'	79.55'	79.51'	S05°50'37"W	5°57'29"
C9	765.00'	134.32'	134.15'	N07°53'41"E	10°03'37"
C10	265.00'	28.25'	28.23'	S00°11'20"E	6°06'26"
C11	265.00'	16.81'	16.81'	S05°03'36"E	3°38'06"
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C13	185.00'	50.08'	49.93'	S00°52'39"W	15°30'37"
C14	300.00'	51.01'	50.95'	N02°00'23"W	9°44'32"
C15	150.00'	41.88'	41.74'	S01°07'14"W	15°59'47"

COPPER ROCK SUBDIVISION

CERTIFICATE OF OWNERS

Know all men by these presents: That Biltmore Investment Group LLC., an Idaho Limited Liability Company is the owner of the property described as follows:

A parcel of land situated within the Southeast 1/4 of the Southeast 1/4 of Section 16, Township 16 North, Range 3 East, Boise Meridian, Valley County, Idaho being more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21, and 22, T. 16N. R. 3E. B.M., from which the Section corner common to Sections 16, 17, 20, and 21, T. 16N. R. 3E. B.M. bears, North 89°28'37" West, 5333.79 feet; thence on the South boundary line of Section 16, North 89°28'37" West, 1,052.88 feet to the REAL POINT OF BEGINNING;

thence continuing on said south boundary line, North 89°28'37" West, 276.03 feet to the exterior boundary line of Laughing Bill Subdivision as filed in Book 10 of Plats at Page 343, records of Valley County, Idaho;

thence on said exterior boundary line the following two (2) courses and distances:

North 00°17'22" East, 1.22 feet;

North 89°25'28" West, 4.55 feet to the west boundary line of the Southeast 1/4 of the Southeast 1/4 of said Section 16;

thence on said west boundary line, North 00°16'50" West, 1,317.07 feet to the Southeast 1/16 corner of said Section 16;

thence on the north boundary line of the Southeast 1/4 of the Southeast 1/4 of Section 16, South 89°28'02" East, 240.10 feet;

thence leaving said north boundary line, 51.70 feet along the arc of a curve to the left having a radius of 115.00 feet, a central angle of 25°45'29" and a long chord which bears South 06°00'05" West, 51.27 feet;

thence South 06°52'39" East, 15.36 feet;

thence 56.96 feet along the arc of a curve to the right having a radius of 335.00 feet, a central angle of 09°44'32" and a long chord which bears South 02°00'23" East, 56.89 feet;

thence South 02° 51'53" West, 987.43 feet;

thence 114.26 feet along the arc of curve to the right having a radius of 835.00 feet, a central angle of 07°50'25" and a long chord which bears South 06°47'05" West, 114.17 feet;

thence South 89°28'37" East, 43.75 feet;

thence South 00°31'23" West, 59.00 feet;

thence South 89°28'37" East, 68.41 feet;

thence South 00°31'23" West, 36.00 feet to the REAL POINT OF BEGINNING.

Containing 6.429 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will not be served by any water system common to one (1) or more lots but will be served by individual wells (Idaho Code 50-1334). In compliance with the disclosure requirements of Idaho Code 31-3806, the land within this plat is not within an Irrigation District as defined in Idaho Code 31-3805 and the requirements in Idaho Code 31-3805 are not applicable.

Biltmore Investment Group LLC., an Idaho Limited Liability Company

Kevin F. Amar, Member

ACKNOWLEDGMENT

State of Idaho)
County of Ada) s.s.

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin F. Amar, known or identified to me to be a member of Biltmore Investment Group LLC., an Idaho Limited Liability Company, the corporation which executed the within instrument and acknowledged to me that he executed the same of behalf of said corporation.

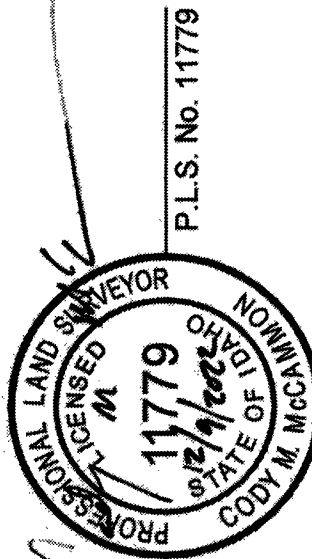
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires _____

Notary Public for Idaho
Residing in _____, Idaho

CERTIFICATE OF SURVEYOR

I, Cody M. McCammon, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



COPPER ROCK SUBDIVISION

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 their agent listing the conditions of approval. Sanitary restrictions may be reimposed. In accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval.

Central District Health _____ Date _____

Valley County Surveyor _____

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor in and for Valley County Idaho, hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

Accepted and approved this _____ day of _____, 20____ by the Valley County Commissioners.

Chairman _____

APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

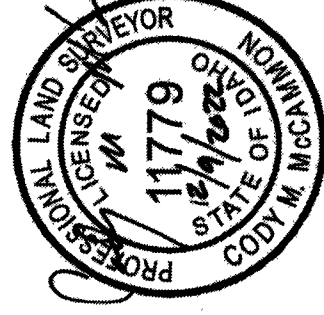
Accepted and approved this _____ day of _____, 20____ by the Valley County Planning and Zoning Commission.

Chairman _____

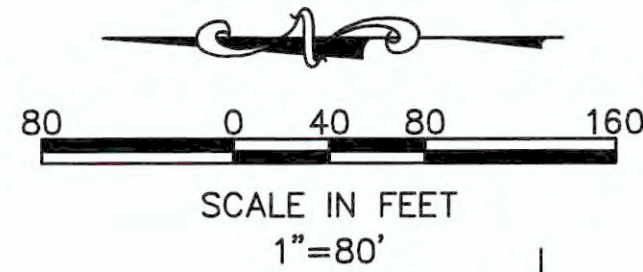
Date _____
County Treasurer

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Valley, State of Idaho, per the requirements of I.C.50-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.



PLAT SHOWING
COPPER ROCK SUBDIVISION
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16,
TOWNSHIP 16 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
VALLEY COUNTY, IDAHO
2023



REVISED
2-22-2023

UNPLATTED

SE1/16
CP&F NO.

UNPLATTED

UNPLATTED

REAL POINT
OF BEGINNING

UNPLATTED

BASIS OF BEARINGS
N89°28'37"W 5333.79'

LAUGHING BILL SUBDIVISION
BOOK 10 PAGE 343

CP&F NO.
301413

NOTES:

- There shall be a no disturbance of land within the seven and a half (7.5) foot wide setback from Bureau of Reclamation Land. Vegetation removal for purposes other than landscaping is prohibited.
- A twelve (12') foot wide Permanent Public Utilities and Property Drainage Easement is hereby designated adjacent to a Public Right-of-Way as delineated and referenced hereon. A twelve (12) foot wide Public Utilities and Property Drainage Easement is hereby designated adjacent to the seven and a half (7.5') foot wide setback from Bureau of Reclamation land. A six (6') foot wide Public Utilities and Property Drainage Easement is hereby designated adjacent to each side of interior lot lines unless otherwise shown.
- Any Re-Subdivision of this Plat shall be in compliance with the most recently approved Subdivision Standards of the Valley County.
- This development recognizes Idaho Code Section 22-4503, right to farm act, which states: "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of Valley County.
- Lot 1, Block 2 is a common lot to be owned and maintained by the Copper Rock Homeowners Association. This lot is subject to a blanket access easement for Lot 2, Block 2 and a blanket public utility easement.
- Lot 2 Block 2 is common lot which contains a North Lake Recreational Sewer and Water District sewer lift station. This lot shall be owned and maintained by North Lake Recreational Sewer and Water District. This lot is subject to a blanket public utility easement.
- 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.
- Access to Lots 1 through 12, Block 1 is restricted to the Shared Driveway Easements as delineated and referenced hereon.
- Lots 13, Block 1 shall be subject to a six (6) foot wide Public Pedestrian Access Easement as delineated and referenced hereon.
- Surrounding land uses are subject to change.

Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta
C1	115.00'	51.70'	51.27'	S06°00'05"W	25°45'29"
C2	335.00'	56.96'	56.89'	S02°00'23"E	9°44'32"
C3	835.00'	114.26'	114.17'	S06°47'05"W	7°50'25"
C4	835.00'	32.35'	32.35'	N11°48'54"E	2°13'12"
C5	835.00'	146.61'	146.42'	S07°53'41"W	10°03'37"
C6	800.00'	140.47'	140.29'	N07°53'41"E	10°03'37"
C7	765.00'	54.77'	54.76'	S10°52'26"W	4°06'08"
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C9	765.00'	134.32'	134.15'	N07°53'41"E	10°03'37"
C10	265.00'	28.25'	28.23'	S00°11'20"E	6°06'26"
C11	265.00'	16.81'	16.81'	S05°03'36"E	3°38'06"
C12	265.00'	45.06'	45.00'	N02°00'23"W	9°44'32"
C13	185.00'	50.08'	49.93'	S00°52'39"W	15°30'37"
C14	300.00'	51.01'	50.95'	N02°00'23"W	9°44'32"
C15	150.00'	41.88'	41.74'	S01°07'14"W	15°59'47"

Line Table		
Line #	Direction	Length
L1	N00°17'22"E	1.22'
L2	N89°25'28"W	4.55'
L3	S06°52'39"E	15.36'
L4	N06°52'39"W	15.36'
L5	S06°52'39"E	15.36'
L6	S50°00'00"E	15.90'
L7	N89°28'37"W	54.87'
L8	N12°55'30"E	42.49'
L9	N12°55'30"E	22.29'
L10	N12°55'30"E	64.79'
L11	N12°55'30"E	72.48'
L12	S12°55'30"W	80.18'
L13	S00°16'50"E	1.23'
L14	N09°07'07"E	13.95'

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- NO DISTURBANCE LINE (SEE NOTE 1)
- EASEMENT LINE (SEE NOTE 2)
- EASEMENT LINE, AS NOTED
- STREET CENTERLINE
- LOT LINE
- ADJACENT SUBDIVISION BOUNDARY/PARCEL LINE
- LOT NUMBER
- FOUND BRASS CAP MONUMENT AS NOTED
- FOUND 5/8" IRON PIN, NO CAP, SET PLASTIC CAP, PLS 11779
- SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11779
- SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 11779
- SET 5/8" x 24" IRON PIN WITH ALUMINUM CAP, PLS 11779
- SHARED DRIVEWAY EASEMENT (NOTE 9)
- FIRE WATER TANK

SURVEYORS NARRATIVE:

The purpose of this survey is to subdivide the property shown hereon. The property is a portion of the property as conveyed by a Warranty Deed recorded as Instrument No. , records of Valley County, Idaho. The property is adjacent to Laughing Bill Subdivision as filed in Book 10 of Plats at Page 343, records of Valley County, Idaho and the unrecorded retracement survey of Cascade Reservoir Boundary by Chronic and Associates. The south subdivision boundary coincident with south boundary of the Southeast 1/4 of the Southeast 1/4 of Section 16, T.16N., R.3E., B.M. was established by found monuments for the section corners shown hereon except when adjacent to said Laughing Bill Subdivision. The north boundary as established by the 1959 plat of Laughing Bill Subdivision and the monument found were held as the controlling boundary line. The north and west subdivision boundaries coincident with the north and west boundaries of the Southeast 1/4 of the Southeast 1/4 of said Section 16 were established by proportionate measurement.

The basis of bearings is taken to be, N89°28'37"W between found monuments at the Section corners common to Sections 16, 17, 20 & 21 and Sections 15, 16, 21 & 22, T.16N., R.3E., B.M., Valley County, Idaho.

REFERENCE DOCUMENTS

ROS: 229785, 304221, 325822
DEED:
LAUGHING BILL SUB., BK. 10, PG. 343
UNRECORDED RETRACEMENT SURVEY 1976- BILL CHRONIC



CODY M. MCCAMMON, PLS 11779
IDAHO SURVEY GROUP
9855 W. EMERALD STREET,
BOISE, ID 83704

SHEET 1 OF 3

COPPER ROCK SUBDIVISION

REVISED
2-22-2023

CERTIFICATE OF OWNERS

Know all men by these presents: That Biltmore Investment Group LLC., an Idaho Limited Liability Company is the owner of the property described as follows:

A parcel of land situated within the Southeast 1/4 of the Southeast 1/4 of Section 16, Township 16 North, Range 3 East, Boise Meridian, Valley County, Idaho being more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21, and 22,T.16N. R.3E. B.M., from which the Section corner common to Sections 16, 17, 20, and 21, T. 16N. R.3E. B.M. bears, North 89°28'37" West, 5333.79 feet; thence on the South boundary line of Section 16, North 89°28'37" West, 1,052.88 feet to the REAL POINT OF BEGINNING;

thence continuing on said south boundary line, North 89°28'37" West, 276.03 feet to the exterior boundary line of Laughing Bill Subdivision as filed in Book 10 of Plats at Page 343, records of Valley County, Idaho;

thence on said exterior boundary line the following two (2) courses and distances:

North 00°17'22" East, 1.22 feet;

North 89°25'28" West, 4.55 feet to the west boundary line of the Southeast 1/4 of the Southeast 1/4 of said Section 16;

thence on said west boundary line, North 00°16'50" West, 1,317.07 feet to the Southeast 1/16 corner of said Section 16;

thence on the north boundary line of the Southeast 1/4 of the Southeast 1/4 of Section 16, South 89°29'02" East, 240.10 feet;

thence leaving said north boundary line, 51.70 feet along the arc of a curve to the left having a radius of 115.00 feet, a central angle of 25°45'29" and a long chord which bears South 06°00'05" West, 51.27 feet;

thence South 06°52'39" East, 15.36 feet;

thence 56.96 feet along the arc of a curve to the right having a radius of 335.00 feet, a central angle of 09°44'32" and a long chord which bears South 02°00'23" East, 56.89 feet;

thence South 02° 51'53" West, 987.43 feet;

thence 114.26 feet along the arc of curve to the right having a radius of 835.00 feet, a central angle of 07°50'25" and a long chord which bears South 06°47'05" West, 114.17 feet;

thence South 89°28'37" East, 43.75 feet;

thence South 00°31'23" West, 59.00 feet;

thence South 89°28'37" East, 68.41 feet;

thence South 00°31'23" West, 36.00 feet to the **REAL POINT OF BEGINNING**.

Containing 6.429 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will not be served by any water system common to one (1) or more lots but will be served by individual wells (Idaho Code 50-1334). In compliance with the disclosure requirements of Idaho Code 31-3805, the land within this plat is not within an Irrigation District as defined in Idaho Code 31-3805 and the requirements in Idaho Code 31-3805 are not applicable.

Biltmore Investment Group LLC., an Idaho Limited Liability Company

Kevin F. Amar, Member

ACKNOWLEDGMENT

State of Idaho)
) s.s.
County of Ada)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin F. Amar, known or identified to me to be a member of Biltmore Investment Group LLC., an Idaho Limited Liability Company, the corporation which executed the within instrument and acknowledged to me that he executed the same of behalf of said corporation.

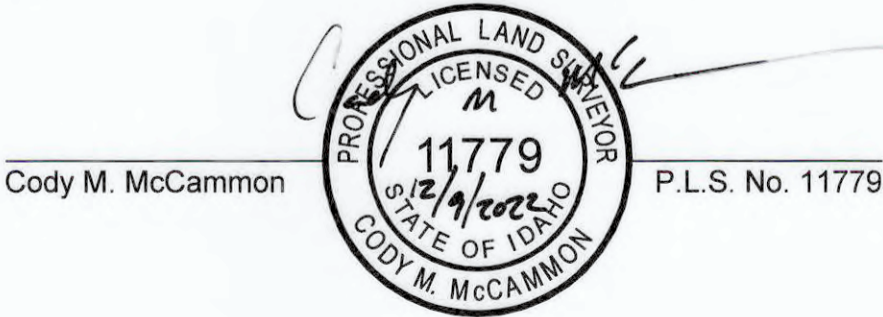
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires

Notary Public for Idaho
Residing in _____, Idaho

CERTIFICATE OF SURVEYOR

I, Cody M. McCammon, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



COPPER ROCK SUBDIVISION

REVISED
2-22-2023

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 their agent listing the conditions of approval. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval.

Central District Health Date

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

Accepted and approved this day of , 20 , by the Valley County Commissioners.

Chairman

APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

Accepted and approved this day of , 20 , by the Valley County Planning and Zoning Commission.

Chairman

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor in and for Valley County Idaho, hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

Valley County Surveyor

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Valley, State of Idaho, per the requirements of I.C.50-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Date

County Treasurer



Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1119 E. STATE STREET, SUITE 210
EAGLE, ID 83616
www.baileyengineers.com

*Submitted with
C.U.P. application*

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
OSPREY POINTE SUBDIVISION**

_____, 2021

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF PROPERTY WITHIN THE OSPREY POINTE SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Osprey Pointe SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Osprey Pointe Subdivision (this "Declaration") is made effective this ____ day of December, 2021, by Biltmore Company LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSES

Section 1. Property Covered/Benefit of Declaration. The initial property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is phase 1 of the overall Osprey Pointe Subdivision as described on the attached Exhibit B, which is made a part hereof ("Osprey Pointe Subdivision"). **It is currently anticipated that additional phases of the Osprey Pointe Subdivision will be platted, annexed into the Property and made subject to this Declaration. Declarant, the Association and each Owner covenants and agrees that 1) additional phases of the Osprey Pointe Subdivision can be platted, annexed into the Property and made subject to this Declaration, and 2) he/she/they/it shall not contest any such platting, annexation and/or subjection to this Declaration.**

This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

Section 2. Purposes of Declaration. The purposes of this Declaration are to set forth the basic Restrictions, as hereinafter defined, and uses that will apply to the Property. The Restrictions contained herein are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, including each Lot, Dwelling Unit, Common Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following terms 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 thereof.

ARTICLE III: DEFINITIONS

Section 1. "Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.

Section 2. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 3. "Association" shall mean the Osprey Pointe Subdivision Homeowners' Association, Inc., its successors and/or assigns.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Common Lots" shall mean all real property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.

Section 6. "Declarant" shall mean Biltmore Company LLC, an Idaho limited liability company, or its permitted assigns.

Section 7. "Dwelling Unit" shall mean single family, detached residential houses to be constructed on each Lot.

Section 8. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and/or all later additions and/or alterations.

Section 9. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the costs and expenses incurred by the Association, including, without limitation, for any specific maintenance detailed in this Declaration, for any corrective action taken by the Association or fines levied by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any Owner or the family members, licensees, invitees, agents, contractors or employees thereof, and/or for legal fees and costs, whether or not suit has been filed. Such costs, expenses and fines shall include, without limitation, damage to the Common Lots or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

Section 10. "Lot" shall mean any lot shown on the Plat (or any other plat of the Property) with the exception of the Common Lots.

Section 11. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 12. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 13. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 15. "Plat" shall mean the Osprey Pointe Subdivision No. 1 final plat filed in Book

XXX of Plats at Pages XXXXX through XXXXX, Records of Valley County, Idaho, a copy of which is attached hereto as Exhibit D, and made a part hereof.

Section 16. "Property" shall mean that certain real property legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 17. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

Section 18. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 19. "Special Assessments" shall mean that portion of the costs of capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which is levied against the Lot of each Owner by the Association.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot within the Property shall be used for detached single family residential purposes only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain and operate these Common Lots in accordance with the Valley County Code and in a competent and attractive manner, including the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):

- (a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;
- (b) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot; and
- (c) the right of the Association to suspend the voting rights and use of any

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 3

recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

The Common Lots cannot be mortgaged, conveyed or encumbered without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Lot is through any portion of the Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

Section 3. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units **provided such home occupations 1) are pre-approved in writing by the Association, 2) do not increase the burdens on the public streets (including increased traffic) and 3) do not unreasonably interfere with any other Owner's use and enjoyment of his or her Lot.** If the Board determines, in its sole and absolute discretion, that a home occupation may increase the burden on the public streets and/or unreasonably interfering with any other Owner's use and enjoyment of his or her Lot, the Board shall have the right to deny or terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the public streets or the use and enjoyment of an Owner's Lot.

Section 4. Vehicle and Other Storage. Unenclosed areas, which include driveways and all other unenclosed paved areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Dwelling Unit.

The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, improperly parked or stored after three (3) days' written notice, at the risk and expense of the owner thereof.

Notwithstanding anything in this Section to the contrary, all Owners, as well as their family members, invitees and licensees, must abide by all parking and other signs posted within the Property by the Declarant and/or the Association, if any.

Section 5. Compliance With Laws, Rules and Ordinances. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations or ordinances.

Section 6. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 7. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having a reasonable number of dogs and/or cats. The Board may at any time

require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 8. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Lots or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 9. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner: 1) levy a fine, in an amount as determined by the Board, against said Owner for as long as the violation persists and/or 2) enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. Any such fines and any cost incurred by the Association for repairs and maintenance shall be treated as Limited Assessments to such Owner.

In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their family members, invitees or licensees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of Regular or Special Assessments (unless the emergency was caused by an Owner, his or her family members, invitees or licensees, in which case the cost shall be treated as a Limited

Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 10. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 11. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable nuisance or noxious use.

Section 12. Antennae/Dishes. Antennae and/or satellite or other dishes shall be placed in the back yards or mounted on the back or side of all Dwelling Units and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 13. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.

Section 14. Drainage. Each lot is required to retain all drainage within the confines of the property lines of said lot. No drainage is permitted to run off said property

There shall be no interference with the established drainage pattern over any portion of these Lots and Common Lots unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of these Lots and Common Lots are completed by the Declarant.

All Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Notwithstanding the forgoing, all Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

Section 15. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.

Section 16. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit and all other Lot Improvements within XXX year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit and all other Lot Improvements.

Section 17. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 18. Damage to Improvements. It shall be the responsibility of an Owner to leave street, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.

Section 19. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

Section 20. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by it.

ARTICLE VI: INSURANCE

Section 1. Insurance. The Association may obtain insurance from insurance companies authorized to do business in the State of Idaho, with an AM Best Rating of A or better, and maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:

(a) Property insurance for the Improvements, equipment and other property located within the Common Lots with special form coverage, a replacement cost valuation provision and blanket coverage. The Association may also insure for flood or earthquake if determined by the Board.

(b) Commercial General Liability (CGL) insurance insuring the Association, as well as its agents, employees, invitees and licensees, against any liability incident to the ownership, management, maintenance and/or use of the Common Lots and/or any other portion of the Property.

(c) Directors and Officers Liability (D&O) insurance insuring the Association and/or its board members and/or officers.

(d) Such other insurance or bonds to the extent necessary to comply with all applicable laws and such indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from

malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Declarant and every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VIII: ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay reasonable start-up and/or transfer fee assessments for use by the Association.** These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay Assessments.**

Notwithstanding any of the foregoing, the imposition, perfection and/or foreclosure of any Association lien must also comply with any and all requirements contained in the Idaho Code.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for any construction, maintenance, and operation of the Common Lots, as well as for the proper operation of the Association.

Section 3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$50.00 shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Lots or abandonment of his or her Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX: AUTHORITY OF BOARD/ASSUMPTION OF RISK

Section 1. Authority of Board. The Board, for the benefit of Declarant, the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and bylaws, shall have all powers and authority permitted to the Board under the Association's articles and bylaws and this Declaration, and shall acquire and shall pay for all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

(a) Operation, maintenance and management of the Common Lots, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Lots. The Board may arrange for special metering of utilities as appropriate.

(c) Maintenance and repair of storm drainage systems located on the Property, if required herein.

(d) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the bylaws or this Declaration. **Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit and personal property.**

(e) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(f) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

(g) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.

(h) The Board shall not incur any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by two-thirds (2/3) of each class of Members, except for an emergency threatening the security of any Improvement on the Property.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Lots, and to perform any other right, duty or obligation of the Board or Association.

Section 2. Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.

Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles or bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to immediately enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.

Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees and costs), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant.

Section 6. Assumption of Risk; Waiver of Claims. All Owners, for themselves and their family members, invitees and licensees, shall store their property in and shall occupy and use their Lots, Dwelling Units, Common Lots and all other portions of the Property solely at their own risk. All Owners and the Association, for themselves and their family members, invitees and licensees, hereby waive any and all rights to recover claims against Declarant, and its respective members, managers, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Property by such indemnifying Persons, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective members, managers, employees or agents) and are not covered by insurance required to be carried by such Persons pursuant to this Declaration. Declarant, and its respective members, managers, employees and agents, shall not be responsible or liable for damages to any Owners and/or the Association, or their respective family members, invitees and licensees, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other Person.

ARTICLE X: ARCHITECTURAL COMMITTEE

Section 1. Charter of Architectural Committee. The Association or Declarant is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements. **Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval. This Article does not apply to the Declarant.**

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

Section 3. Review of Proposed Improvements. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional Assessment for the cost of maintenance and the payment of an architectural review processing fee. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue guidelines setting forth design criteria and/or procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

Section 4. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.

(b) Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 5. Review of Unauthorized Improvements. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:

(a) The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.

(b) If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.

(c) If the Owner has not remedied such noncompliance within a period of not more than forty-five (45) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration.

Section 2. Severability. Invalidity of any one of these terms or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

Section 4. Annexation. As described in Article I, Section 1, additional real property consisting of additional phases of the Osprey Pointe Subdivision may be annexed into the Property. These future annexations will be accomplished by Declarant, or any other owner of such additional phases, at its or their sole and absolute discretion, without the consent of any Person. In addition, additional residential property not currently anticipated to be a part of the remainder of the Osprey Pointe Subdivision may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest. **Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.**

Section 6. Attorneys Fees/Collection of Fines. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Notwithstanding any other provision contained in this Declaration, the imposition and collection of any fines, as well as the award and collection of attorneys' and costs, by the Association, must comply with any and all requirements contained in the Idaho Code.

Section 7. Governing Law/Applicability of Declaration Versus Governmental Rules. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

In the event any term or Restriction contained herein is less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinance shall apply. The terms and Restrictions contained herein are subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render any term or Restriction herein unlawful, then in such event that term or Restriction shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

Section 8. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner to the Association. Such address may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands as of the date first above written.

Declarant:

Biltmore Company LLC,
an Idaho limited liability company

By: _____

Kevin F. Amar, Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on _____, 2021, by Kevin F. Amar, as a
Manager of Biltmore Company LLC.

Signature of Notary Public

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
DESCRIPTION OF OVERALL Osprey Pointe SUBDIVISION

See attached.

EXHIBIT C
LEGAL DESCRIPTION OF COMMON LOTS

EXHIBIT D
Osprey Pointe SUBDIVISION NO. 1 FINAL PLAT

See attached.