



Cynda Herrick, AICP, CFM
VALLEY COUNTY
IDAHO

PO Box 1350
219 North Main Street
Cascade, Idaho 83611

Planning & Zoning Administrator
Floodplain Coordinator

Phone: 208.382.7115
Fax: 208.382.7119
Email: cherrick@co.valley.id.us
Web: www.co.valley.id.us

STAFF REPORT
Conditional Use Permit Application 19-35
Lake Fork Landing Subdivision
Final Plat Approval

MEETING DATE: January 14, 2021
TO: Planning and Zoning Commission
STAFF: Cynda Herrick, AICP, CFM
APPLICANT/OWNER: Lake Fork Development LLC
Payette Financial Services LLC
202 N 9th Street, Suite 300
Boise, ID 83702
REPRESENTATIVE: Cody Draper
2589 S Groom Way
Meridian, ID 83642
SURVEYOR: Crestline Engineers INC
P.O. Box 2330
McCall, ID 83638
LOCATION/SIZE: The 21-acre site is RP17N03E034205 located in the SENW
Section 3, T.17N, R.3E, Boise Meridian, Valley County, Idaho
REQUEST: 10-lot Single-family Residential Subdivision
EXISTING LAND USE: Bare Lane on a Rural Parcel

BACKGROUND:

A final plat has been submitted for Lake Fork Landing.

The approval for a conditional use permit and preliminary plat was effective March 16, 2020. The preliminary plat approval was for a 10-lot single-family residential subdivision on 21.25 acres, with lot sizes ranging from 1.95 to 1.99 acres.

The final plat shows 10 single-family lots and 1 small common lot. The north property line was adjusted which resulted in a parcel of 20.8 acres.

Individual well and septic systems are proposed.

Access will be from Pleasant Acres DR (public) onto a new private gravel road constructed to Valley County standards. A draft Private Road Declaration has been submitted. Snow storage and utility easements are proposed along lot frontages.

The irrigation easement is shown on the final plat.

CCRs have been submitted.

FINDINGS:

1. The final plat was submitted on December 10, 2020.
2. Legal notice was posted in the *Star News* on Dec. 24, and Dec. 31, 2020. The proposed final plat was posted on the Valley County website "Public Hearing Information" on Dec. 14, 2020. **This is not a public hearing.**
3. Agency comment received:
 - Garrett de Jong, McCall Fire District Fire Chief, inspected the subdivision on Dec. 2, 2020.
 - The road and turnaround both meet the fire district's expectations.
 - The underground water tank is in the ground but still needs some roadway material near it and fittings, which are expected to be finished in the spring.
 - He recommends approval of final plat and that building permits not be issued until the water tank is finished and operable.

Justin Florence, Lake Irrigation District, stated that the District is giving their approval to pipe the ditch and work with the Irrigation District to meet the standards of piping the ditch. (undated).

Gregg Tankersley, Crestline Engineering, responded as the applicant's engineer. They visited the site on December 4, 2020. At that time, it appeared that all roadway gravel was placed, is drivable, provides access to the individual lots, and appears to have, for the most part, been built to Valley County Private Roadway Standards. (Dec. 8, 2020)

STAFF QUESTIONS / COMMENTS / RECOMMENDATION:

- 1) The Planning and Zoning Approval is valid for one year. The final plat shall be recorded within that time.
- 2) Final Plat fee of \$200 will need to be paid.
- 3) Will need a Declaration of Utilities on the Plat confirming installation of utilities or financial

guarantees, including conduit for fiber optics.

- 4) The notes and information on the plat need to be corrected and/or added as follows:
- Floodplain Note needs to be added.
 - The road name and private designation need to be added to the plat.
 - Lot sizes are required on each lot.
 - Surveyor's Narrative needs to be finished.
 - Wetlands need to be added to the final plat as a "No Build Area".
 - Natural Sprint Preservation Plan needs to be added as a "No Build Area".
 - There needs to be a note and associated document concerning the irrigation ditch.
 - Declaration of Public Road note should be a Declaration of Private Road.
 - Sanitary Restriction note says some lots will have restrictions "in force"; this is not allowed.
 - Owner's name needs to be under the Certificate of Owners.
 - The Approval of Valley County Commissioners should not be for the Planning and Zoning Commission....
- 5) Who and how will the well and road be maintained...will there be an association?
- 6) The following are the conditions of approval and comments as to whether the applicant has complied with each condition.

Approved 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. **Complete**
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit. **Complete**
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 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 an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site. **(Approved July 9, 2020)**
3. Roads shall be constructed in accordance with the Valley County Private Road standards, as determined by the Valley County Engineer. **Complete**

6. Prior to recordation of the plat, the Developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer. **(Crestline Engineering, Dec. 8, 2020)**
7. A Private Road Declaration is required prior to recordation. **(Submitted but should say how funds are collected for the road and be transferred to an association.)**
8. Shall have approval from Lake Irrigation District prior to piping of the ditch. **(Submitted)**
9. Based upon information that is provided by the Army Corps of Engineers, the wetlands shall be marked as "no build" area on the final plat. **(Not Done)**
10. A letter of compliance is required from McCall Fire & EMS stating all infrastructure, including road and buried tank, is in place prior to recording the final plat. **(Dec. 2, 2020)**
11. CCR's should address lighting and limit each lot to one wood burning device. **(Submitted, see 3.1.I and 3.1.N)**
12. All lighting must comply with the Valley County Lighting Ordinance. **(CCRs)**
13. Shall place addressing numbers at each driveway. **(CCRs 3.1.O state they should be posted at either the driveway entrance or on the residence itself.)**
14. The area shown in the "Natural Spring Preservation Plan" in the southeast portion of the subdivision should be shown on the final plat as a "no-build area". **(Not shown on plat.)**
15. CCRs should provide for repairs to tiling, tank maintenance, and wildlife-friendly fencing if constructed. **(I do not see reference to tiling or tank maintenance.)**
16. Wildlife-friendly fencing is required if there is any fencing. **(CCRS 3.6 Fences)**
17. Shall place conduit for fiber optics. **(Unknown)**
18. Shall place notes on face of plat addressing the private road declaration and buried water tank maintenance. **(Needs to be corrected)**
19. Shall place note on the face of the plat concerning maintenance of the irrigation ditch. The maintenance declaration shall address maintenance by private property owners and/or the homeowner's association. An easement shall be shown on the plat for the ditch that allows repair by the ditch company if necessary. **(Needs to be corrected)**

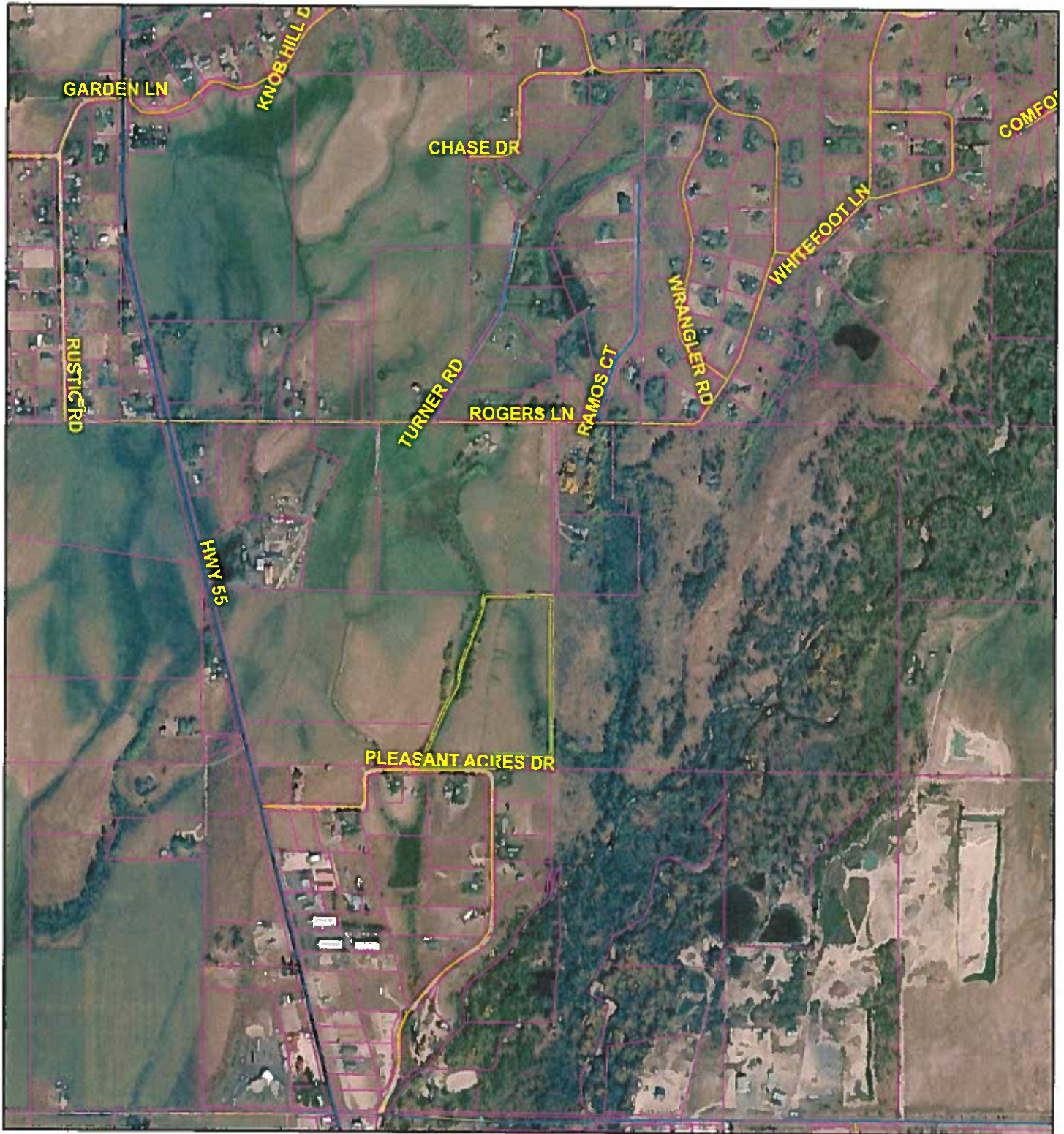
 End Conditions of Approval

ATTACHMENTS:

- Conditional Use Permit
- Vicinity Map
- Aerial Map
- Responses
- Approved Preliminary Plat
- Proposed Final Plat with Changes Highlighted
- Letter from Applicant, December. 10, 2020
- Proposed CCRs
- Draft Private Road Declaration
- Proposed Record of Survey – Property Boundary Adjustment

END OF STAFF REPORT

C.U.P. 19-35 Lake Fork Landing vicinity map

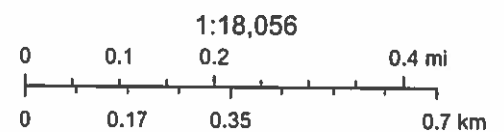


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Parcel Boundaries URBAN/RURAL

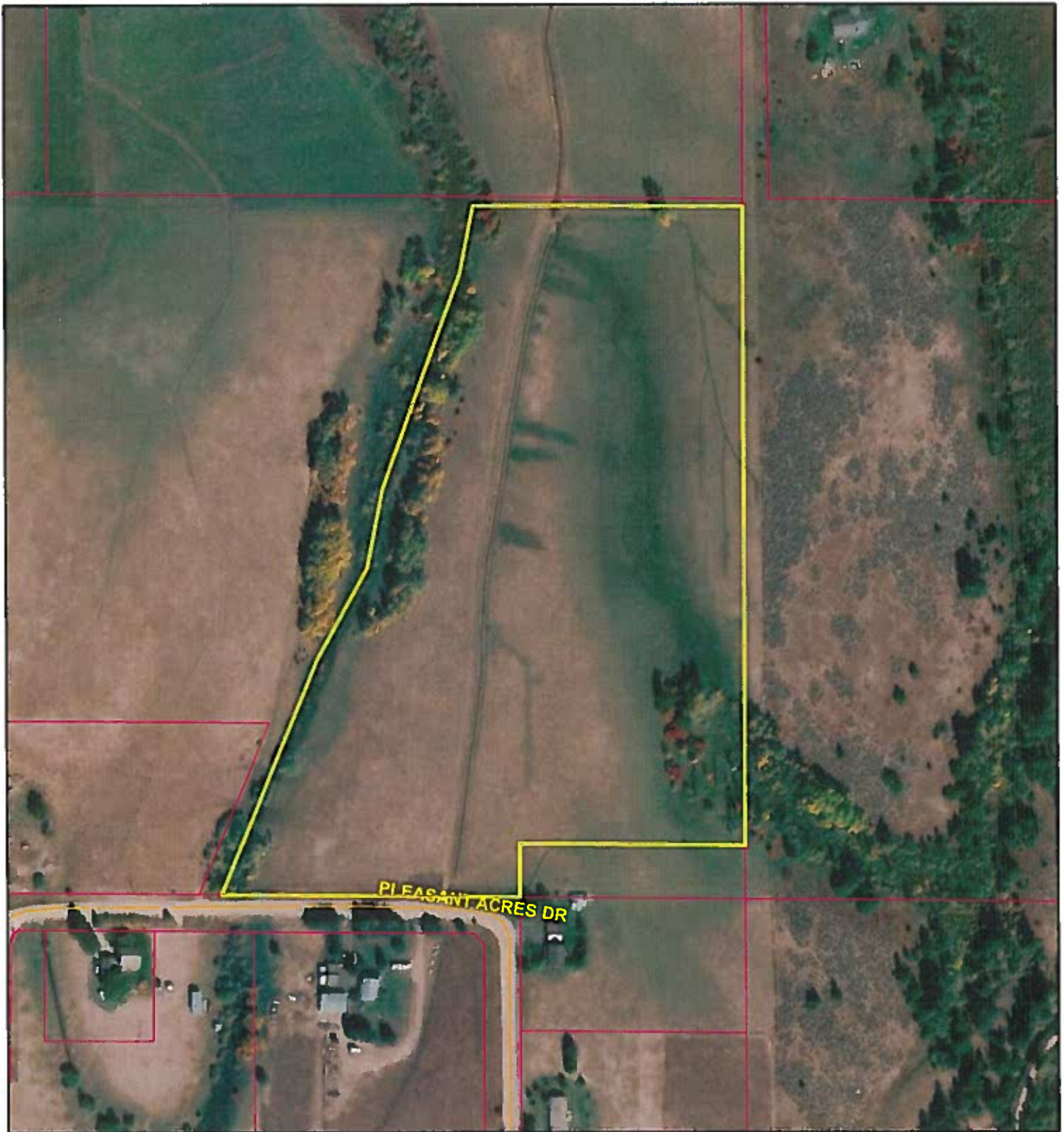
Roads PRIVATE

MAJOR



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

C.U.P. 19-35 Lake Fork Landing

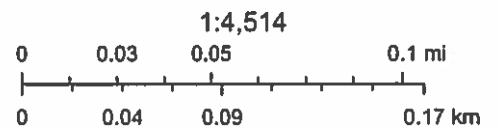


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 Parcel Boundaries

Roads

 URBAN/RURAL



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Lake Fork Landing

Payette Financial Services (Lake Fork Development, LLC)

202 North 9th Street, Suite 300

Boise, Idaho 83702

Attn: Cody Draper

Re: Approval to pipe the ditch letter "Lake Fork Landing"

Dear Payette Financial Services,

Lake Irrigation District held a meeting on December 12th, 2019. In discussion and noted in the meeting's minutes it was decided that "If Lake Fork Landing is granted a conditional use permit from Valley County, Lake Irrigation District will then draft a letter to the developer stating the permission given and what the district requires for the construction and backfill of the pipe".

We are giving Lake Fork Landing approval to pipe the ditch and work with us to meet the standards of piping the ditch.

Sincerely,

A handwritten signature in black ink that reads "Justin F. Lounce". The signature is written in a cursive style with a large, looping "J" and "L".

Lake Irrigation District

December 2, 2020

Valley County Planning and Zoning Commission
Attn: Cynda Herrick
219 N. Main St.
P.O. Box 1350
Cascade, ID 83611

RE: Lake Fork Landing Final Plat

Dear Cynda,

I inspected the Lake Fork Landing subdivision this morning. The road and turnaround both meet the fire districts expectations.

The underground water tank is in the ground but still needs some roadway material near it and fittings, which are expected to be finished in the spring.

I recommend approval of final plat and that building permits not be issued until the water tank is finished and operable.

Sincerely,



Garrett de Jong
Fire Chief, MFPD



December 8, 2020

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

Subject: Lake Fork Landing Subdivision, Private Road Construction Certification

Dear Ms. Herrick,

The purpose of this letter is to address the Valley County Planning and Zoning Departments condition of approval associated with the private roadway for the Lake Fork Landing Subdivision project. The specific condition states that "Prior to recordation of the plat, the Developer's engineer shall certify that the road is constructed in accordance with the plans approved by the Valley County Engineer."

During the summer of 2020, final Construction Plans and associated Stormwater Drainage Report were submitted by Crestline Engineers, Inc. (Crestline) to the Valley County Engineer, the design was approved on July 9, 2020, and construction of the roadway began this fall. During construction, Crestline was occasionally notified of progress and visited the site on multiple occasions to review progress as well as site conditions. On December 4, 2020 we visited the site to review progress prior to winter shutdown. At this time, it appears that all roadway gravel has been placed, it is drivable, provides access to the individual lots, and appears to have, for the most part, been built to Valley County Private Roadway Standards. It is our understanding, based upon conversations with the Developer/Contractor, Cody Draper, that they intend to clean up final roadway gravel grading/slopes associated with the roadside swales during the spring/summer of 2021 and upgrade the final roadway surface to asphalt. That being said, and with the onset of winter, it does not make sense to do any additional work at this time.

Thank you for your continued support of the project and attention to this letter. Please do not hesitate to reach out to me directly should you have any questions and/or if you like to further discuss the project.

Sincerely,

Crestline Engineers, Inc.

A handwritten signature in dark ink, appearing to read 'Gregg Tankersley', is written over a horizontal line.

Gregg Tankersley, P.E.
Principal Engineer

Cc: Cody Draper, Payette Financial Services, LLC

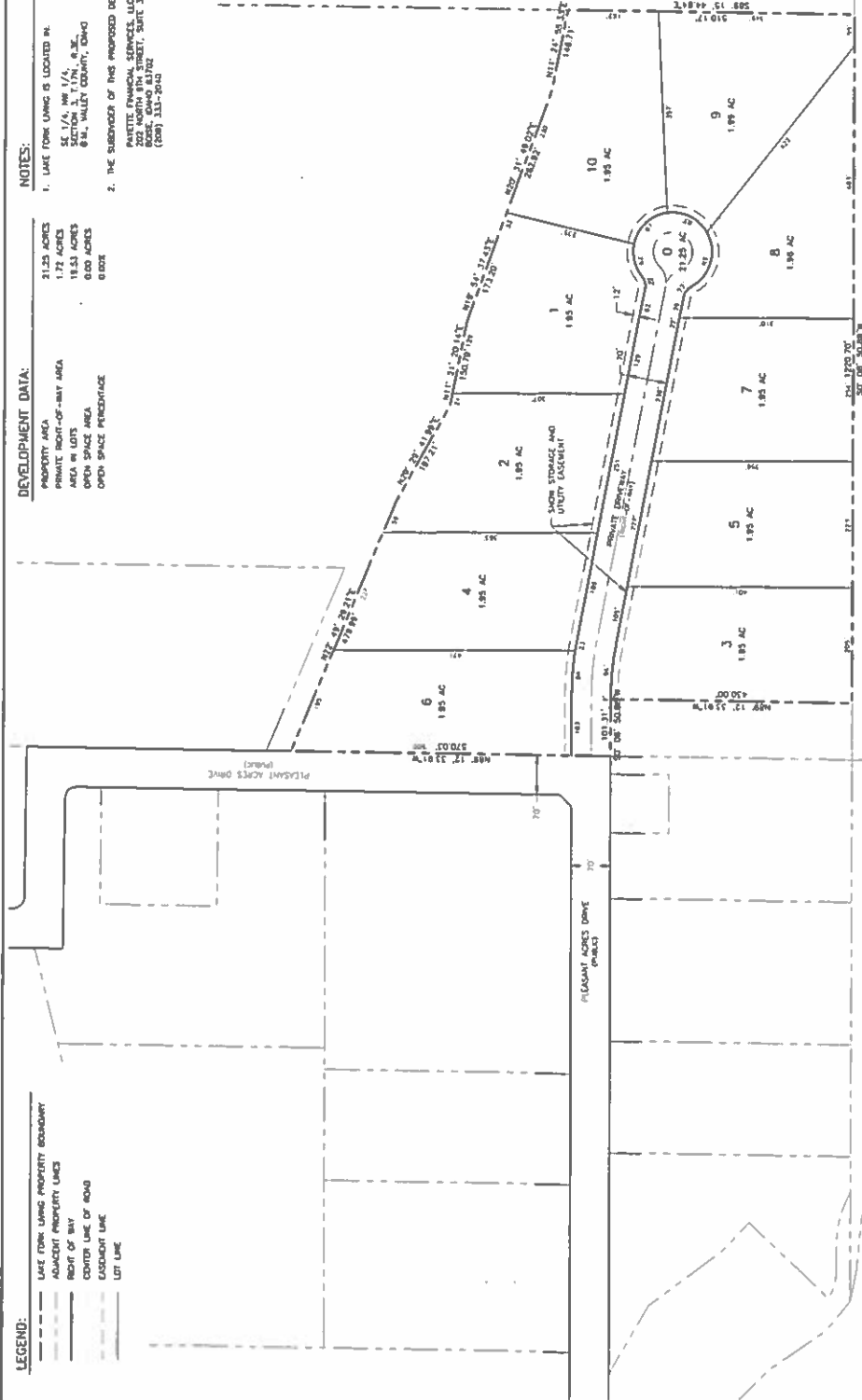
- LEGEND:**
- LAKE FORK LIVING PROPERTY BOUNDARY
 - ADJACENT PROPERTY LINES
 - RIGHT OF WAY
 - CENTER LINE OF ROAD
 - EXISTING LOT
 - LOT LINE

DEVELOPMENT DATA:

PROPERTY AREA: 31.25 ACRES
 PRIMITIVE RIGHT-OF-WAY AREA: 17.2 ACRES
 OPEN SPACE AREA: 11.25 ACRES
 OPEN SPACE PERCENTAGE: 36.0%

NOTES:

- LAKE FORK LIVING IS LOCATED IN SE 1/4, NW 1/4, S 36, T22N, R10E, E2E, BLM, VALLEY COUNTY, IDAHO. LANDT: EDWARD 23817 (200) 331-8104
- THE SUBDIVIDER OF THIS PROPOSED DEVELOPMENT IS: PASTORAL FINANCIAL SERVICES, LLC, 202 NORTH 8TH STREET, SUITE 300, BOZEMAN, MONTANA 59717 (200) 331-2042
- THE EXISTING ZONING IS RESIDENTIAL USE.
- THE TOTAL AREA FOR THE SITE IS 31.25 ACRES.
- REFER TO DRAWING NO. 1 FOR EXISTING CONDITIONS AND TOPOGRAPHY.



CRESTLINE
 ENGINEERS
 323 DENHARD LANE, SUITE C • PO BOX 2330
 McALL, IDAHO 83638
 208.634.4140 • 208.634.4148 FAX

LAKE FORK LIVING
 VALLEY COUNTY, IDAHO
 PRELIMINARY PLAT

DATE	1/20/21
PROJECT	LAKE FORK LIVING
CLIENT	LAKE FORK LIVING
DESIGNER	CRESTLINE ENGINEERS
CHECKED	CRESTLINE ENGINEERS
APPROVED	CRESTLINE ENGINEERS
SHEET NO.	2 OF 2

NOTES:

1. UTILITY EASEMENTS ARE AS SHOWN HEREON.
2. THIS PLAT IS SUBJECT TO IDAHO CODE SECTION 31-2005. NO IRRIGATION WATER SHALL BE SUPPLIED TO ANY LOT HEREIN.
3. EXTERIOR LIGHTING SHALL COMPLY WITH VALLEY COUNTY LAND USE AND DEVELOPMENT ORDINANCE.
4. SUBJECT TO A RECORD OF SURVEY, BOOK 14, PAGE 22, RECORDED MAY 26, 2020 AS INSTRUMENT NO. 428761 OF OFFICIAL RECORDS.
5. BASED UPON INFORMATION PROVIDED BY THE ARMY CORP OF ENGINEERS, THE WETLANDS SHALL BE MARKED AS "NO BUILD" AREA ON THE FINAL PLAT.
6. THE AREA SHOWN IN THE "NATURAL SPRING PRESERVATION PLAN" IN THE SOUTHEAST PORTION OF THE SUBDIVISION SHOULD BE SHOWN ON THE FINAL PLAT AS "NO BUILD AREA".
7. SHALL PLACE NOTES ON THE FACE OF THE PLAT ADDRESSING THE PRIVATE ROAD AND BURIED TANK MAINTENANCE.
8. SHALL PLACE NOTE ON THE FACE OF THE PLAT CONCERNING MAINTENANCE OF THE IRRIGATION DITCH. THE MAINTENANCE OF THE DITCH SHALL BE THE RESPONSIBILITY OF THE LANDOWNER. THE DITCH COMPANY SHALL BE SHOWN ON THE PLAT FOR THE DITCH THAT ALLOWS REPAIR BY THE DITCH COMPANY AS NECESSARY.

RESTRICTIVE COVENANTS:
FILED UNDER INSTRUMENT NO. _____ RECORDS VALLEY COUNTY.

BUILDING SETBACKS:
SET BACKS WILL COMPLY WITH VALLEY COUNTY REGULATIONS.

DECLARATION OF PUBLIC ROADS:

WITHIN THE BOUNDARY OF THAT PORTION OF _____ VALLEY COUNTY SHALL HAVE NO RESPONSIBILITY FOR THE CONSTRUCTION OF MAINTENANCE OF ROAD DEVELOPMENT AGREEMENT WITH VALLEY COUNTY IS FILED UNDER INSTRUMENT NO. _____

DECLARATION OF UTILITIES:

THE UTILITIES SERVING LAKE FORK LANDING SUBDIVISION HAVE BEEN INSTALLED. VALLEY COUNTY SHALL HAVE NO RESPONSIBILITY FOR THE CONSTRUCTION OF MAINTENANCE OF SAID UTILITIES.

RELEASE OF SANITARY RESTRICTIONS:

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 59, CHAPTER 13, ARE IN FORCE FOR LOTS _____ AND HAVE BEEN LIFTED FOR LOTS _____

COUNTY RECORDER OR HIS AGENT LISTING THE APPROVAL.

DATE _____

LETTER OF APPROVAL ON FILE WITH THE VALLEY COUNTY RECORDER UNDER INSTRUMENT NO. _____

CERTIFICATE OF SURVEYOR

I, KEVIN M. BORAH, P.L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL 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 ACCORDANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CORNER PENETRATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.



KEVIN BORAH

P.L.S. 10561



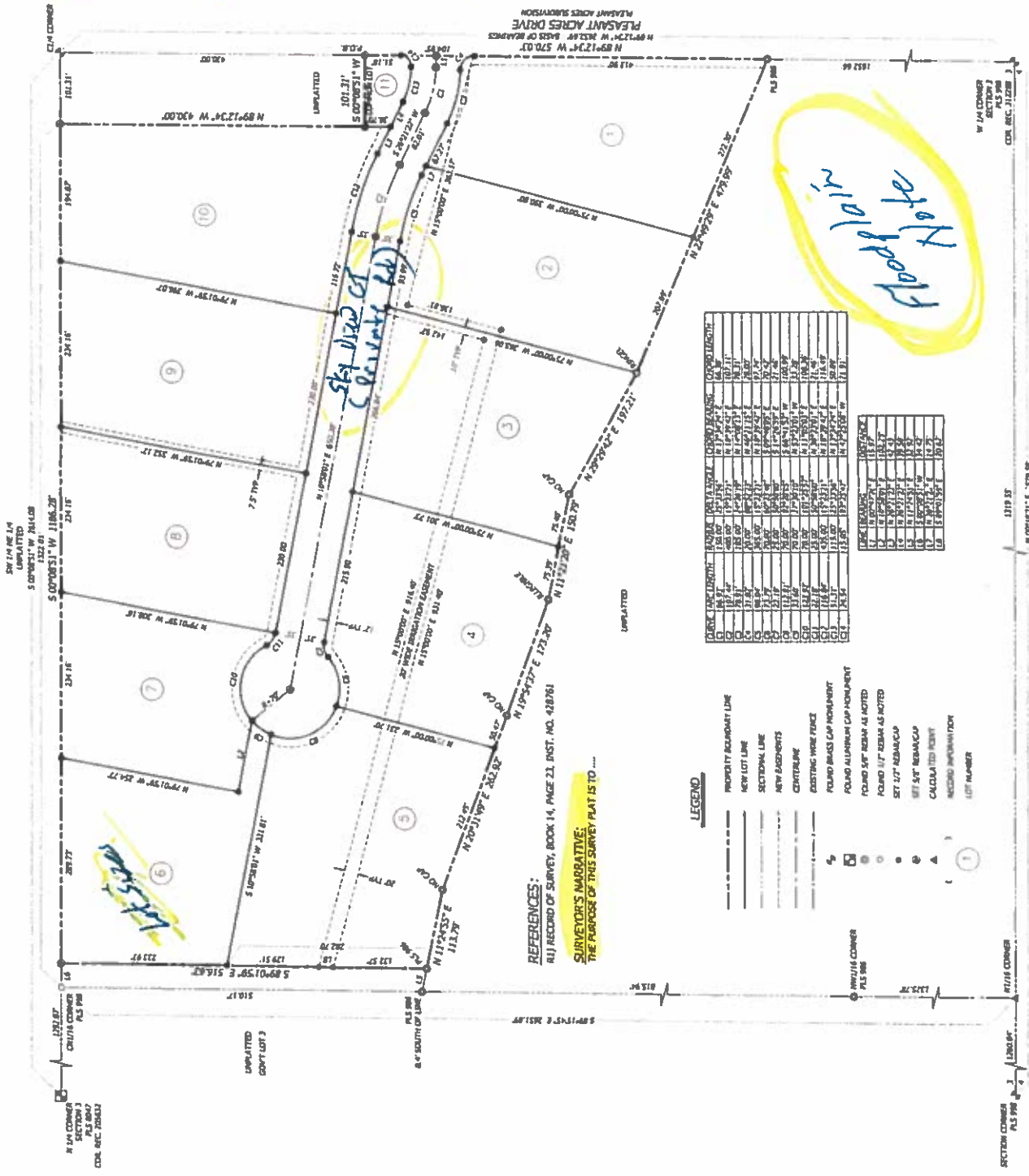
2030 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 398-8104
FAX (208) 398-8105

SANTOOTH
Land Surveying, LLC

WWW.SANTOOTHLLC.COM

SHEET: DATE 11/2020 DRAWN BY: DGM CHECKED BY: JMBP: 192006-PP 1 OF 2

LAKE FORK LANDING SUBDIVISION
A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 3,
T. 17 N., R. 3 E., B.M., VALLEY COUNTY, IDAHO
2020



AREA	ACREAGE	PERCENTAGE	AREA	ACREAGE	PERCENTAGE
1	1.18	1.18%	10	1.18	1.18%
2	1.18	1.18%	11	1.18	1.18%
3	1.18	1.18%	12	1.18	1.18%
4	1.18	1.18%	13	1.18	1.18%
5	1.18	1.18%	14	1.18	1.18%
6	1.18	1.18%	15	1.18	1.18%
7	1.18	1.18%	16	1.18	1.18%
8	1.18	1.18%	17	1.18	1.18%
9	1.18	1.18%	18	1.18	1.18%
10	1.18	1.18%	19	1.18	1.18%
11	1.18	1.18%	20	1.18	1.18%
12	1.18	1.18%	21	1.18	1.18%
13	1.18	1.18%	22	1.18	1.18%
14	1.18	1.18%	23	1.18	1.18%
15	1.18	1.18%	24	1.18	1.18%
16	1.18	1.18%	25	1.18	1.18%
17	1.18	1.18%	26	1.18	1.18%
18	1.18	1.18%	27	1.18	1.18%
19	1.18	1.18%	28	1.18	1.18%
20	1.18	1.18%	29	1.18	1.18%
21	1.18	1.18%	30	1.18	1.18%
22	1.18	1.18%	31	1.18	1.18%
23	1.18	1.18%	32	1.18	1.18%
24	1.18	1.18%	33	1.18	1.18%
25	1.18	1.18%	34	1.18	1.18%
26	1.18	1.18%	35	1.18	1.18%
27	1.18	1.18%	36	1.18	1.18%
28	1.18	1.18%	37	1.18	1.18%
29	1.18	1.18%	38	1.18	1.18%
30	1.18	1.18%	39	1.18	1.18%
31	1.18	1.18%	40	1.18	1.18%
32	1.18	1.18%	41	1.18	1.18%
33	1.18	1.18%	42	1.18	1.18%
34	1.18	1.18%	43	1.18	1.18%
35	1.18	1.18%	44	1.18	1.18%
36	1.18	1.18%	45	1.18	1.18%
37	1.18	1.18%	46	1.18	1.18%
38	1.18	1.18%	47	1.18	1.18%
39	1.18	1.18%	48	1.18	1.18%
40	1.18	1.18%	49	1.18	1.18%
41	1.18	1.18%	50	1.18	1.18%
42	1.18	1.18%	51	1.18	1.18%
43	1.18	1.18%	52	1.18	1.18%
44	1.18	1.18%	53	1.18	1.18%
45	1.18	1.18%	54	1.18	1.18%
46	1.18	1.18%	55	1.18	1.18%
47	1.18	1.18%	56	1.18	1.18%
48	1.18	1.18%	57	1.18	1.18%
49	1.18	1.18%	58	1.18	1.18%
50	1.18	1.18%	59	1.18	1.18%
51	1.18	1.18%	60	1.18	1.18%
52	1.18	1.18%	61	1.18	1.18%
53	1.18	1.18%	62	1.18	1.18%
54	1.18	1.18%	63	1.18	1.18%
55	1.18	1.18%	64	1.18	1.18%
56	1.18	1.18%	65	1.18	1.18%
57	1.18	1.18%	66	1.18	1.18%
58	1.18	1.18%	67	1.18	1.18%
59	1.18	1.18%	68	1.18	1.18%
60	1.18	1.18%	69	1.18	1.18%
61	1.18	1.18%	70	1.18	1.18%
62	1.18	1.18%	71	1.18	1.18%
63	1.18	1.18%	72	1.18	1.18%
64	1.18	1.18%	73	1.18	1.18%
65	1.18	1.18%	74	1.18	1.18%
66	1.18	1.18%	75	1.18	1.18%
67	1.18	1.18%	76	1.18	1.18%
68	1.18	1.18%	77	1.18	1.18%
69	1.18	1.18%	78	1.18	1.18%
70	1.18	1.18%	79	1.18	1.18%
71	1.18	1.18%	80	1.18	1.18%
72	1.18	1.18%	81	1.18	1.18%
73	1.18	1.18%	82	1.18	1.18%
74	1.18	1.18%	83	1.18	1.18%
75	1.18	1.18%	84	1.18	1.18%
76	1.18	1.18%	85	1.18	1.18%
77	1.18	1.18%	86	1.18	1.18%
78	1.18	1.18%	87	1.18	1.18%
79	1.18	1.18%	88	1.18	1.18%
80	1.18	1.18%	89	1.18	1.18%
81	1.18	1.18%	90	1.18	1.18%
82	1.18	1.18%	91	1.18	1.18%
83	1.18	1.18%	92	1.18	1.18%
84	1.18	1.18%	93	1.18	1.18%
85	1.18	1.18%	94	1.18	1.18%
86	1.18	1.18%	95	1.18	1.18%
87	1.18	1.18%	96	1.18	1.18%
88	1.18	1.18%	97	1.18	1.18%
89	1.18	1.18%	98	1.18	1.18%
90	1.18	1.18%	99	1.18	1.18%
91	1.18	1.18%	100	1.18	1.18%

LEGEND

- PROPERTY BOUNDARY LINE
- NEW LOT LINE
- SECTIONAL LINE
- NEW EASEMENTS
- CENTRAL LINE
- EXISTING WIRE FENCE
- FOUND BRICK CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5" REBAR AS NOTED
- FOUND 1" REBAR AS NOTED
- SET 1" REBAR CAP
- SET 5" REBAR CAP
- CALCULATED POINT
- RECORD INFORMATION
- LOT NUMBER

REFERENCES:
R1) RECORD OF SURVEY, BOOK 14, PAGE 22, INST. NO. 428761
SURVEYOR'S NARRATIVE:
THE PURPOSE OF THIS SURVEY PLAT IS TO ---

LAKE FORK LANDING SUBDIVISION
A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 3,
T. 17 N., R. 3 E., B.M., VALLEY COUNTY, IDAHO
2020

BOOK _____, PAGE _____

CERTIFICATE OF OWNERS

Know all men by these presents: The undersigned are the owners of the following described parcel of land:

A parcel of land being a portion of the SE1/4 of the NW1/4 of Section 3, Township 17 North, Range 3 East of the Boise Meridian, Valley County, Idaho, more particularly described as follows:

COMMENCEMENT at the NE1/4 corner of said Section 17, marked by a brass cap, from which the NW1/4 corner of said Section 17, marked by a brass cap PLS 998, Corner Record No. 312288, bears North 89°12'34" West, 2632.09 feet;

Thence North 89°12'34" West, coincident with the south line of the SE1/4 of the NW1/4 of said Section 17, a distance of 430.00 feet to a 5/8 inch rebar/cap PLS 10561; and the POINT OF BEGINNING;

Thence continuing North 89°12'34" West, coincident with said south line 570.03 feet to a 5/8 inch rebar/cap PLS 986;

Thence North 22°49'29" East, 479.99 feet to a 5/8 inch rebar/cap "JUNGED";

Thence North 29°29'42" East, 197.21 feet to a 5/8 inch rebar/cap;

Thence North 11°21'20" East, 150.79 feet to a 5/8 inch rebar/flagpole cap;

Thence North 19°54'37" East, 173.30 feet to a 5/8 inch rebar/cap;

Thence North 20°31'49" East, 262.92 feet to a 5/8 inch rebar/cap;

Thence North 11°24'55" East, 113.79 feet to a 5/8 inch rebar/cap PLS 996;

Thence South 89°10'59" East, parallel with the north line of said SE1/4 of the NW1/4 of Section 3, a distance of 516.63 feet to the east line of said SE1/4 of the NW1/4, marked by a 5/8 inch rebar/cap PLS 10561;

Thence South 00°08'51" West, coincident with said east line, 1106.28 feet to a 5/8 inch rebar/cap PLS 10561;

Thence North 89°12'34" West, parallel with said south line of the SE1/4 of the NW1/4 of Section 17, a distance of 430.00 feet to a 5/8 inch rebar/cap PLS 10561;

Thence South 00°08'51" West, parallel with said east line, 101.31 feet to the POINT OF BEGINNING.

The above described parcel contains 20.854 acres, more or less.

That it is the owners intent to include the above described parcel of land in this plat of Lake Fork Landing Subdivision. The utility and drainage easements are not dedicated to the public but the right of access to and use of these easements as required to service said utilities is perpetually in trust. The owners hereby certify that the plat and subdivision map are correct and true and that they are the owners of the land described herein and that they are the owners of the land described herein and that they are the owners of the land described herein and that they are the owners of the land described herein.

owners intent
Signature

STATE OF IDAHO }
COUNTY OF VALLEY }

ON THIS _____ DAY OF _____, 2020, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

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

NOTARY PUBLIC OF IDAHO _____
RESIDING AT _____
COMMISSION EXPIRES: _____

APPROVAL OF VALLEY COUNTY SURVEYOR

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

VALLEY COUNTY SURVEYOR _____ DATE _____

APPROVAL OF VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF LAKE FORK LANDING SUBDIVISION IS HEREBY ACCEPTED AND APPROVED THE _____ DAY OF _____ BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN _____ DATE _____

APPROVAL OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF LAKE FORK LANDING SUBDIVISION IS HEREBY ACCEPTED AND APPROVED THE _____ DAY OF _____ BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN _____ DATE _____

CERTIFICATE OF VALLEY COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF THE LAKE FORK LANDING SUBDIVISION HAS BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

VALLEY COUNTY TREASURER _____ DATE _____

VALLEY COUNTY RECORDERS CERTIFICATE

STATE OF IDAHO }
COUNTY OF VALLEY }

THIS IS TO CERTIFY THAT THE FOREGOING SUBDIVISION WAS FOR RECORD IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO THIS _____ DAY OF _____ AT THE _____ O'CLOCK _____ AT THE REQUEST OF SAWTOOTH LAND SURVEYING, L.L.C. AND WAS FULLY RECORDED IN PLAT BOOK NO. _____ AT PAGE _____

DEPUTY _____ EX-OFFICIO RECORDER _____



SAWTOOTH
Land Surveying, LLC

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 398-8104
FAX (208) 398-8105

WWW.SAWTOOTHLLC.COM

SHEET	DATE	ISSUED BY	CHECKED BY	DATE
2 OF 2	11/2020	DMH	DMH	10/2020



Lake Fork Development, L.L.C.

D. Craig Christensen
Direct Dial: (208) 333-2025
Email: cchristensen@payettefinancial.com

December 10, 2020

Planning and Zoning Commission
Valley County, Idaho
P.O. Box 1350
219 North Main Street
Cascade, Idaho 83611-1350
Attn.: Cynda Herrick

Re: Conditional Use Permit No. 19-35 (Lake Fork Landing Subdivision)

Dear Ms. Herrick:

We believe that we have met all of the conditions set forth in the Conditional Use Permit No. 19-35 Lake Fork Landing Subdivision recorded in Valley County, Cascade, Idaho has Instrument No. 427546 on March 25, 2020 (the "Conditional Use Permit") and hereby submit all outstanding documentation. We hereby request approval of the final plat referenced in the Conditional Use Permit.

Please let us know if there are any additional items that we need to address.

Sincerely,



D. Craig Christensen
Manager

2020
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAKE FORK LANDING

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2020
**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAKE FORK LANDING**

THIS DECLARATION is made this _____ day of December, 2020, by LAKE FORK DEVELOPMENT L.L.C., an Idaho limited liability company, acting on behalf of its members.

ARTICLE 1 - GENERAL

Section 1.1 Common Interest Community. The name of the common interest community affected by this Declaration is “Lake Fork Landing”. All of the Community is located in Valley County, Idaho.

Section 1.2 Property Affected. Lake Fork Development L.L.C. is the owner of the real property within Lake Fork Landing. A legal description of the real property to which these protective covenants apply is described on the attached **Exhibit “A”**. Such property shall be referred to in this Declaration as “**the Property**”.

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

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

ARTICLE 2 - DEFINITIONS

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

Section 2.2 Assessments. "Assessments" shall mean those payments required of Association Members, including Initial, Regular, Special and Limited Assessments of the Association as further defined in Article 7.

Section 2.3 Association. "Association" or "**Property Owners Association**" shall mean Lake Fork Landing Property Owners Association, Inc.

Section 2.4 Board of Directors. "Board of Directors" or "**Board**" shall mean the Board of Directors of the Association.

Section 2.5 Bylaws. "Bylaws" shall mean the Bylaws of the Association.

Section 2.6 Committee. "Committee" shall mean the Design Review Committee created pursuant to Article 6.

Section 2.7 Community. "Community" as used herein shall refer to the Existing Properties considered as a whole.

Section 2.8 Declaration. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions for Lake Fork Landing.

Section 2.9 Default Rate. "Default Rate" shall mean eighteen percent (18%) per annum.

Section 2.10 Dwelling Unit. "Dwelling Unit" shall mean any building or portion thereof which contains living facilities, including provisions for sleeping, eating, cooking and sanitation for not more than one family.

Section 2.11 Existing Property. "Existing Property" shall mean the real property described on Exhibit "A". "**The Property**" or "**the Subdivision**" shall mean the Existing Property. Either term shall include any improvements now or hereafter made on such real property and appurtenances and rights to such real property.

Section 2.12 Governing Instruments. "Governing Instruments" shall mean the Articles, Bylaws, this Declaration, any Plats and any Rules adopted by the Board pursuant to Section 5.2 below, and any supplement or amendment thereto.

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

Section 2.14 Lot. "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot in any Plat map recorded on the Property. A Lot may also be referred to herein as a "**Parcel**".

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

Section 2.16 Modular Building. “Modular Building” means any building or building component which is a manufactured or mobile home, or some portion thereof, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site. This term shall specifically not include such products as log, timber or cedar home packages, or such other home construction product which is pre-designed and possibly fabricated offsite, but is reconstructed on site. The intent of this section is to provide a definition of the type of structure which is not allowed pursuant to Section 3.1(B) below.

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

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

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

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

Section 2.21 Rules. “Rules” shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association.

Section 2.22 Structure. “Structure” shall include buildings, garages, outbuildings, fences, walls, stairs, decks and poles.

ARTICLE 3 - LAND USES AND IMPROVEMENTS

Section 3.1 Land Use and Living Units. All of the subject Lots in the Property shall be used and occupied solely for single-family residential purposes. None of the subject Lots or Parcels shall be split, divided or subdivided into smaller Lots or Parcels than indicated on the final Plat of the Subdivision, as filed with the Office of the County Recorder of Valley County, Idaho. All single-family residences shall be subject to the following conditions and limitations:

A. No buildings other than one residence shall be erected or maintained on any Lot, provided: (1) a garage sufficient in size for Owner's vehicles may be constructed either as part of the primary residence or detached; and (2) no more than a total of three (3) buildings shall be allowed on any Lot. No use whatsoever shall be made of any Parcel herein other than as the site and grounds of a single-family private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house and the like, and any separate rental of any separate building shall be specifically determined to be a multi-family dwelling. This is not, however, intended to exclude attached or detached guest sleeping facilities allowed by applicable Valley County Ordinances and Central District Health and which have sanitation facilities and/or eating and cooking facilities. All building exteriors must be of similar materials and colors as others located on the same Lot. An Owner may rent or lease their residence, provided the Owner shall assure that the renters/lessees are aware of this Declaration and shall incorporate this Declaration into any rental or lease agreement; the Owner shall be responsible for any violations by renters/lessees of any of the provisions of this Declaration.

B. No Modular Building, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Section 6.8; or shall any residential structure be moved onto any Lot from any other location, unless the prior written approval of the Committee is obtained, such approval to be obtained in the same manner as for new construction.

C. Visitors and guests may park a camper, motor home or travel trailer on a Lot for a reasonable term, not to exceed fourteen (14) consecutive days in duration nor more than a total of sixty (60) days each calendar year.

D. A residence shall contain no less than 1,800 square feet if single-storied, or 2,200 square feet if two-storied, of heated floor area devoted to living purposes (i.e. exclusive of roofed or unroofed porches, terraces, basements or garages), and all construction must be of good quality and completed in a good and workmanlike manner.

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

F. The planting of trees shall not require prior approval by the Committee. Existing trees shall be managed according to the best management silviculture practices and according to the following principles:

1. Trees may be cleared for preparation of building sites, driveway construction, view enhancement, removal of dead or diseased trees, and prevention of overcrowding;
2. Otherwise, removal of trees shall require prior written approval of the Committee; and
3. Timber management goals within the Subdivision shall be to preserve healthy timber stands; to thin and remove diseased, dead or dying trees, except where essential to wildlife habitat; to maintain appropriate crown spacing for fire prevention purposes; and to maintain visual aesthetic forest appearance.

In the event that overcrowding or excessive fuel load on a Lot create a clear and present danger to the safety of other Lot Owners and/or their structures, then the Board shall have authority but not the obligation to remove such trees as follows:

1. The Board shall secure a written opinion from an independent forester confirming the clear and present danger as aforesaid;
2. The opinion, together with a written demand from the Board, must be served on the Owner, personally or by certified mail;
3. The Owner must be allowed a reasonable period of time to remove the trees which shall, in no case, be less than thirty (30) days during the snow-free season; and
4. The Owner shall be entitled to the net proceeds, if any, from the timber which is removed, after deduction by the Board of all actual costs incurred by the Board associated with the removal of the trees. All costs and expensed incurred by the Board pursuant to this Section 3.1 F shall be charged to the Owner as a Limited Assessment as set forth in Section 7.5.

G. Detached garages, guest quarters, barns, outbuildings and storage sheds shall be allowed if in conformity with the provisions of this Declaration, any applicable ordinance of Valley County, Idaho and approved in writing by the Committee. Garages, guest quarters, barns, outbuildings, storage sheds, patio covers and all other structures shall be constructed of and roofed with the same or compatible materials, and with similar colors and design, as the residential structure on the applicable Lot, or as otherwise approved in writing by the Committee.

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

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

J. The maximum height of any building shall be in compliance with the applicable Valley County land use or zoning ordinances, but shall not exceed thirty-five (35) vertical feet in height, measured from the grade that pre-existed construction to the highest point of any roofline. Height shall be measured as provided in the 2018 International Building Code or subsequent re-codification or replacement thereof.

K. Roofs shall be required to be of pitched design and shall be covered with nonflammable materials (e.g. non-reflective metal, tile, concrete or fiberglass shingles, fire retardant wood shingles or shakes). No shiny galvanized metal roofs shall be allowed. Owners desiring to use non-metal roofs must demonstrate to the Committee that the desired material is fire resistant.

L. The color and type of the exterior surfaces of any structures shall be subject to written approval by the Committee. Exteriors must be of natural materials (i.e. wood or stone), cultured stone or brick, provided that the Committee may, upon petition from an Owner, allow other non-natural material if, after reviewing the samples, the Committee is convinced that the appearance of the material is indistinguishable from natural materials (as viewed from the nearest Lot line) and is consistent with this Declaration. Earth tone colors shall be preferred, except for the trim.

M. TV satellite dishes shall be allowed.

N. Each residence shall be limited to one wood burning device.

O. The street address for each residence shall be placed either at the entrance to the residence driveway or on the residence itself and must be clearly visible from the street.

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

Section 3.3 Storage of Building Materials. No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement, or unless completely screened from view from any other Lot or road within the Subdivision.

Section 3.4 Wild Game. Nothing shall be done or kept on any Lot which will inhibit, interfere with or endanger the wild game which enter onto any Lot or anywhere in the Subdivision. All Lot owners must understand and accept the fact that the wild game will eat landscaping, plants and trees. Lot Owners may use only game-friendly means of protecting their landscaping.

Section 3.5 Animals. No animals of any kind, except for household pets, (it is specifically noted that horses, cattle, pigs, llamas, sheep, goats, and comparable sized animals, livestock, poultry, fowl, reptiles, and wild animals are not considered household pets) shall be raised, bred, or kept on any portion of any Lot. No more than four household pets may be kept on any Lot. No animal shall be kept on any Lot for pay or boarding purposes. Any exception to the maximum four household pet rule requires written approval from the Board.

A. Pets. Household pets may be kept for personal or non-commercial recreational purposes only if the presence of such pets does not constitute a nuisance. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner.

B. Dogs. Consistent and/or chronic barking by dogs or threatening or aggressive behavior by any animal shall be considered a nuisance. Owners understand and acknowledge that the Property is bordered by private and public grazing land and that dogs leaving the Property and harassing livestock may be controlled, as allowed by law. Dog runs shall be allowed with the prior written approval of the Committee.

C. Additional Rules. The Board may create additional rules and regulations regarding animals as it deems appropriate.

Section 3.6 Fences. No fence, wall or hedge higher than four (4) feet, six (6) inches shall be erected or maintained on any Lot, save and except, however, with the previous written consent of all adjoining Lot Owners and the Committee. All fencing shall be wildlife friendly. The Committee shall have complete control over the allowance of a fence over the four foot six inch height limit. All fencing shall first be approved in writing by the Committee. Wood fencing shall be preferred within the Subdivision, and barbed wire shall not be allowed.

Section 3.7 Rebuilding or Restoration. Any dwelling unit or other improvement that may be destroyed in whole or in part must be rebuilt, or all debris must be removed and the Lot restored to a slightly condition. Such rebuilding, restoration or removal shall be completed with reasonable promptness and in any event within one (1) year from the time the damage occurred.

Section 3.8 Drainage. Every Lot and all open space within the Community shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, no person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Community without the consent of the Owner of the affected property and the Board.

Section 3.9 Utilities.

A. Telephone, Electrical. The purchaser and Owner of each Lot agree to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical services, except as a backup system in case of primary electrical service failure. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual Parcel line to the point of use on each Parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water. Water for each Lot shall be by means of individual well supplied by each individual Lot Owner. Individual Lot Owners are responsible for all of the associated costs of their individual wells. Individual Lot Owners must obtain all necessary approvals from the appropriate government authorities prior to drilling their well. Written approval from the Committee is required as to the location of any well.

C. Septic. Sewage disposal for each Lot shall be supplied by means of individual septic/drain field systems. Permits therefor shall be required from the Central District Health Department. Each individual Lot Owner is responsible for all of the associated costs of their septic system. Written approval from the Committee is required as to the location of any septic system.

D. Solar Panels. With the prior written approval of the Committee, solar panels shall be allowed, provided that they are unobtrusive and do not detract from the architectural appearance and features of the residence.

Section 3.10 Obstruction. No gates or obstructions shall be placed upon or block any access road unless the access road terminates on the Lot Owner's property, and the gate or obstruction is placed within the Lot Owner's property. Under no circumstances shall any acts be taken by any Lot Owner which unreasonably degrade or impair the rights possessed by any third parties to traverse any roads or easements on or across the Property.

Section 3.11 Snow Machines and Motorcycles. Snow machines, motorcycles, dirt bikes and other motorized recreational vehicles may not be operated within the Subdivision on any Owner's property unless prior written permission of the Lot Owner has been obtained from the Board. If written permission has not been obtained from the Board, snow machines, motorcycles, dirt bikes and other motorized recreational vehicles may not be operated within the Subdivision, except for direct ingress/egress to the Owner's/operator's Lot.

Section 3.12 Prohibited Lot Uses:

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

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

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

D. No excavation shall be made on any Lot except as is necessary for the erection of approved structures and the construction of a driveway. Excavation that is not covered by a structure shall be properly filled within thirty (30) days of the completion of the underground work.

E. No hunting or discharging of firearms shall be allowed within the Property.

Section 3.13 Building and Grounds Conditions. Each Owner shall maintain the exterior of his or her dwelling unit and all other Improvements in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Each Owner shall maintain his or her Lot in good appearance at all times.

Section 3.14 Landscaping. Of critical concern with regard to landscaping in the Subdivision is the preservation of the stability of hillsides and the prevention/control of wildfires. Native, drought-resistant plant species shall be preferred; however, lawns and other landscaping shall be allowed.

Section 3.15 Refuse. No unsightly objects or materials, including, but not limited to, abandoned vehicles, trash, rubbish, garbage, construction debris, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections.

In the event that any Owner shall permit the accumulation of such materials aforesaid so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such conditions by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 7 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand

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

Section 3.16 Burning. No burning of any household garbage, trash, tree trimmings, grass or similar items or of other noxious refuse shall be permitted within the Subdivision.

Section 3.17 Nuisances. No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any dwelling unit.

Section 3.18 Inoperative Vehicles. No unused, stripped-down, partially wrecked or otherwise inoperative motor vehicles or parts thereof shall be permitted to be parked on any common easement or road within the Property or on any Lot unless they are parked inside an enclosed garage.

Section 3.19 Signs. The only signs permitted on any Lot or Improvement shall be:

- A. One sign of customary size for identification of the occupant and the address of any dwelling;
- B. Standard real estate signs advertising a Lot for sale, not to exceed five (5) square feet in size;
- C. Signs as may be necessary to advise of Rules or to caution or warn of danger;
- D. Such signs as may be required by law; and
- E. Neighborhood Watch signs.

Section 3.20 No Further Subdivision. No Lot may be further subdivided. Lot line adjustments between Lots are permissible and must be documented and recorded.

Section 3.21 Roads. All roads within the Subdivision shall be private. Maintenance, repair, replacement and/or plowing thereof shall be the responsibility of the Association.

Section 3.22 Noxious Weeds. Any Lot disturbed as a result of grading or construction shall be revegetated to at least its original state no later than one (1) construction season after being disturbed. Additionally, each Owner shall follow the guidelines provided in the Valley County Noxious Weed Program.

Section 3.23 Fire Hazard Mitigation. All Lots shall be maintained in accordance with the Wildland-Urban Interface Fire Code, as it now exists or may be subsequently modified. Should the Owner fail to do so, then, after thirty (30) days' prior written notice to the Owner, the

Board shall have the authority to perform the necessary work and collect all expenses or fees related thereto as a Limited Assessment. The Board may, in addition, use its enforcement powers provided in Section 6.11 below.

ARTICLE 4 - ASSOCIATION OPERATION

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

Section 4.2 Membership. Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or first mortgagee, and may arrange for such person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Governing Instruments.

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

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

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

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

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

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

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

B. Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Governing Instruments, and to enforce by injunction or otherwise all provisions thereof.

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

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

E. Emergency Powers. The power exercised by the Association or by any person authorized by it to enter upon any property (but not inside any building

constructed thereon) in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owner as practicable.

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

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

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

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

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

D. Community Water Tank for Fire Protection. Install, maintain and manage the community water tank for fire protection at Lake Fork Landing. The Board shall have the authority to promulgate Rules in this regard.

E. Irrigation Ditch. Maintain and manage the portion of the irrigation ditch that runs through the Community to ensure that it is working properly at all times. The irrigation district shall be given access to the irrigation ditch for repairs, if requested. The Board shall have the authority to promulgate Rules in this regard.

F. Common Areas. Maintain and manage all Common Areas in Lake Fork Landing, as described on Exhibit "A". The Board shall have the authority to promulgate Rules in this regard.

ARTICLE 6 - DESIGN REVIEW

Section 6.1 Purpose and Theme of Controls. The Committee has been established pursuant to Section 6.2 of this Article 6 to guide the site development and design of all structures and to aid the residential home builders to discover the opportunities and limitations of their building sites. All of the residential Improvements will be encouraged to offer a diversity of types, sizes and styles of architecture and yet will be required to conform to a total visual homogeneity.

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

Section 6.2 Design Review Committee. No building, fence, wall, structure or other improvement shall be commenced, erected, altered, placed or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Committee, which shall be composed initially by the Board. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his or her successor. Pending such appointment, the remaining members shall discharge the functions of the Committee. The Committee shall be comprised of three (3) members, who shall be appointed annually by the Board. A majority of the members shall constitute a quorum. Meetings may be held by telephone or other electronic conference. The Committee shall designate a chairperson. The Board may elect to act as the Committee.

Section 6.3 Documentation and Fee Required for Design Review Approval. No structure or Improvement shall be considered or approved by the Committee until the Parcel Owner has submitted the following information to the Committee:

- A. Two (2) sets of plans and specifications for the proposed Improvements;
- B. A site plan of the Lot showing the location of all existing and proposed Improvements, the location of the proposed septic/drain field system and water well and which also identifies the location, size and type of all trees proposed to be removed;
- C. Drawings showing all exterior building elevations;
- D. A schedule of exterior materials and colors to be used on the proposed Improvement and if requested by the Committee samples of exterior materials and colors; and
- E. The Owner's proposed construction schedule.

F. A non-refundable design review approval fee ("Design Review Fee") in the amount of One Thousand Dollars (\$1,000). A check for the Design Review Fee should be made payable to Lake Fork Landing Property Owners Association, Inc. Seventy percent (70%) of the Design Review Fee shall be retained by the Association and Thirty percent (30%) shall be split among the members serving on the Committee.

Section 6.4 Basis for Approval or Disapproval. The Committee shall give its approval for the requested Improvement only if:

A. The Owner or applicant shall have strictly complied with the requirements of Section 6.3 hereof;

B. The Committee finds that the plans and specifications conform to the requirements of Article 3 of this Declaration, and furthermore that the Owner or applicant is in compliance with all of the provisions and requirements of this Declaration in its entirety; and

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

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

Section 6.5 Form of Approval or Disapproval.

A. All approvals given under Section 6.4 or disapproval given under this Section 6.5 shall be in writing, and given within thirty (30) days after the Committee receives all required documentation.

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

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

D. Nothing contained in this Section shall be deemed to relieve the Owner of any Parcel from complying with all of the provisions of this Declaration or with the

provisions of all applicable building codes, zoning regulations or other governmental regulations or laws governing the lands within the Subdivision.

Section 6.6 Dispute Resolution. In the case of any challenge to a decision of the Committee, the decision shall be reviewed by the Board. In the case of any challenge to a decision of the Board, the decision shall be upheld unless it is found by clear and convincing evidence that the Board's decision is: (i) in express violation of this Declaration or any other Governing Instruments, Rules or regulations; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or (iii) arbitrary, capricious, unreasonable and oppressive. If an Owner does dispute the Board's decision, the provisions of Article 8 shall control.

Section 6.7 Proceeding with Work. Upon receipt of approval from the Committee pursuant to Section 6.5 above, the Owner shall, as soon as practicable, satisfy all the conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations authorized by such approval, said commencement to be in all cases within one (1) year from the date of such approval. If the Owner shall fail to comply with this Section, the approval given pursuant to Section 6.5 shall be deemed revoked, unless the Committee upon written request of the Owner made prior to the expiration of said one (1) year period extends the time for such commencement. No such extensions shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

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

Section 6.9 Failure to Complete Work. Any construction which is not completed in a good and workmanlike manner, or in substantial conformity with the plans and specifications approved for it by the Committee, within the time limits provided by this Article, and where such failure is not excused by the provisions hereof, shall be deemed a nuisance, and the Board shall have the right, at its sole option, to enter upon the premises and to have such incomplete construction removed or to carry such construction forward to completion. In such case, the

costs and expenses incurred in such removal or completion shall constitute a lien upon the property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in removing or completing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

Section 6.10 Variances. Upon written request from an Owner, the Board may grant a variance from any of the provisions of Article 3, except those limiting land use in the Subdivision to single-family residential uses, as follows:

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

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

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

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

E. If a Committee review of building/Improvement plans involves a variance request, then the thirty (30) day approval/disapproval timeframe contained in Section 6.5 A. above shall be extended to sixty (60) days; and

F. The decision of the Board can be overruled or modified only by a vote of seventy-five percent (75%) of those Owners who are present or represented by proxy at a meeting of the Association membership scheduled for the purpose of considering such decision at which a quorum is present.

Section 6.11 Enforcement. The provisions of this Declaration may be enforced by the Board or by any Lot Owner. The prevailing party in such enforcement action shall be entitled to recover his/her fees under Section 9.6. In addition to specific enforcement judicially, the Board shall be entitled to impose a fine for violations of this Declaration of not to exceed \$1,500.00 per incident, or \$100.00 per day in the case of a continuing violation. The fine may be assessed only against the Owner, and only if the violator is the Owner or a member of the Owner's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Owner. In the case of a continuing violation, the fine may not be assessed unless the Owner has failed to abate the violation within the time allowed therefor by the Board in written notice to the Owner. In the case of a single incident, the fine may not be assessed unless the Owner has received at least one prior written notice from the Board that the violation may subject the Owner to fine(s). Fines

imposed pursuant to this Section may be collected as provided in Section 7.8 A and B below. Non-payment of assessments shall not subject an Owner to fines; rather, the remedy therefor shall be as provided in Article 7 below.

Section 6.12 Liability. Neither the Board, Association nor the Committee nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article 6 nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article 6 shall not relieve the Owner of strict compliance with applicable governmental laws and regulations.

ARTICLE 7 - ASSESSMENTS

Section 7.1 Covenant to Pay Assessments. By acceptance of a deed to any Lot in the Property, each Owner of such Lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Initial, Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Lake Fork Development L.L.C. shall not be required to pay any Assessments.

A. Assessment Constitutes Lien. Such Assessments and charges together with interest at the Default Rate if not paid when due, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation. Each such Assessment, together with interest at the Default Rate if not paid when due, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time which the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owner's personal obligation regardless of whether he or she remains an Owner.

Section 7.2 Initial Assessments. The Initial Assessment shall be in the amount of One Thousand Dollars (\$1,000.00) and must be paid through escrow upon transfer of title from Lake Fork Development L.L.C. to a Lot Owner. The Initial Assessment will be used by the Association to fund a reserve for operation of the Community.

Section 7.3 Regular Assessments. The Regular Assessments may include, and shall be limited to, the following regular expenses:

A. Repairs, improvements, snow removal and maintenance of private roads within the Community and for maintenance and management of the community water tank for fire protection at Lake Fork Landing;

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

- C. Taxes and special assessments upon the Association's real and personal property;
- D. Premiums for all insurance which the Association is required or permitted to maintain;
- E. Common services to Owners as approved by the Board;
- F. Legal and accounting fees for the Association;
- G. Expenses related to the maintenance and operation of Common Areas and Improvements located thereon;
- H. Any deficit remaining from any previous assessment year; and
- I. The creation of reasonable contingency reserves for the maintenance and improvement of the Community and for administrative costs and legal expenses.

Regular Assessments shall be paid annual as provided in Section 7.4

Section 7.4 Regular Assessment Procedure.

A. The Board shall set the total annual Regular Assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary first class mail or otherwise delivered to all Owners by no later than June 15th of each year.

B. The dollar amount of each Lot Owner's annual Regular Assessment will be Ten Percent (10%) of the Association's annual budget.

C. The Board shall cause to be prepared, delivered or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual Regular Assessment. All payment of Regular Assessments shall be due and payable on the due dates declared by the Board.

Section 7.5 Special Assessments. In the event that the Board shall determine that there is a need for a Special Assessment of the Owners to accomplish a specific task, such as paving streets, that is not normally provided for in the annual budget, the Board shall proceed as follows: (a) determine the amount necessary to defray such expense, and (b) present the proposal at a duly called and noticed meeting, annual or special, of the Members. Five (5) Members represented in person or by proxy shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the Members entitled to vote on the subject matter shall be the act of all of the Members. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the

Association shall be levied and paid in an equal dollar amount for each Lot in the Subdivision. No Special Assessment shall be levied without the affirmative vote of the Members.

Section 7.6 Limited Assessments. Notwithstanding the above provisions with respect to Initial, Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and or such Member's Lot into compliance with the provisions of the Governing Instruments.

Section 7.7 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on July 1st of each year and terminate on June 30th of the following year.

Section 7.8 Notice of Default and Acceleration of Assessments. If any Assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. The notice shall substantially set forth: (a) the fact that the Assessment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of the mailing of the notice by which the default must be cured; and (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for the Assessment against the Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent Assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys' fees, costs and related expenses, and to pay a reasonable late charge to be determined by the Board.

Section 7.9 Enforcement of Assessments. Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every Assessment provided for in this Declaration, and agrees to the enforcement of all such Assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board or its authorized representative may enforce the obligations of the Owners to pay the Assessments provided for in this Declaration, and each of them, in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

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

B. Enforcement by Lien. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment to the Association of any and all Assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of this Declaration, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment (the "Notice") on behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 7.8 above. The amount of the Assessment, plus any costs of collection, expenses, attorneys' fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Lot from and after the time the Association records the Notice. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner;
3. The legal description of the Lot against which claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and
5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

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

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of Assessment liens in this manner. Upon the timely curing of any default for which a Notice was

filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Valley County, Idaho. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use or abandonment of his or her Lot.

ARTICLE 8 - DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

Section 8.1 Agreement to Encourage Resolution of Disputes without Litigation.

A. The Association and its officers, directors, all Owners, all Members, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the “**Bound Parties**”), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Lake Fork Landing without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection 8.1. B. unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 8.2 in a good faith effort to resolve such Claim.

B. As used in this Article, the term “**Claim**” shall refer to any claim, tort, grievance or dispute arising out of or relating to discretionary decisions of the Committee, the interpretation, application or enforcement of the Governing Instruments, and the rights, obligations and duties of any Bound Party under the Governing Instruments. The term “**Claim**” shall specifically not apply to any of the following: any suit by the Association to collect Assessments or other amounts due from any Owner; any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of the Governing Instruments; and any suit by the Association to enjoin a continuing violation of the provisions of the Governing Instruments.

Section 8.2 Dispute Resolution Procedure.

A. **Notice.** The Bound Party asserting a Claim (“**Claimant**”) against another Bound Party (“**Respondent**”) shall give written notice to each Respondent and to the Board stating plainly and concisely the nature of the Claim, including the person involved and the Respondent’s role in the Claim; the legal basis of the Claim (i.e. the specific authority out of which the Claim arises); the Claimant’s proposed resolution or remedy; and the Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

B. **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

C. Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant shall have ninety (90) additional days to submit the Claim to mediation with a mutually acceptable individual providing dispute resolution services in Idaho. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant on account of such Claim.

If the parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator, unless it is determined that one party is the prevailing party, in which case the non-prevailing party shall bear the cost of all attorneys' fees and mediation fees of the prevailing party.

D. Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any part thereafter fails to abide by the terms of such agreement, the other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE 9 - GENERAL PROVISIONS

Section 9.1 Binding Effect. The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each Parcel in the Community and of the Owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 9.2 Term of Declaration. Unless amended as herein provided, all provisions, covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 9.3 Amendment of Declaration by Members. Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least seventy-five percent (75%) of those Members present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments, at which a quorum is present (or by Lake Fork Development, L.L.C. if it then owns any part of the Property), provided:

A. This Declaration may not be terminated except upon approval by at least ninety percent (90%) of the membership of the Association; and

B. The provisions of this Declaration which limit the allowable land uses in the Subdivision to single-family residential use or are requirements as identified in the Conditional Use Permit for the Subdivision or the final plat recorded in Valley County, Idaho may be amended only with the approval of ninety percent (90%) of the membership and the approval, as required, by Valley County, Idaho in the same manner as would be required for an approval of a material change to the Conditional Use Permit/Preliminary Plat for the Subdivision.

Section 9.4 Priority of First Mortgage Over Assessments. Each lender who recorded its mortgage or deed of trust before Assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage, whether pursuant to remedies provided in the mortgage, my judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such first mortgagee acquires title.

Section 9.5 Remedies Cumulative. Each remedy provided under the Governing Instruments is cumulative and not exclusive.

Section 9.6 Costs and Attorneys' Fees. In any action or proceeding under the Governing Instruments, the party which seeks to enforce the Governing Instruments and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any legal action, arbitration, mediation or alternative dispute resolution proceeding.

Section 9.7 Limitation of Liability. The Association, Board, Committee, and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of the State of Idaho, including, without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

Section 9.8 Governing Law. The Governing Instruments shall be construed and governed under the laws of the State of Idaho.

Section 9.9 Severability. Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect.

Section 9.10 Number and Gender. Unless the context requires a contrary construction, as used in the Governing Instruments, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 9.11 Captions for Content. The titles, headings and captions used in the Governing Instruments are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 9.12 Conflicts in Documents. In case of any conflict between this document and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control.

LAKE FORK DEVELOPMENT L.L.C.,
an Idaho limited liability company

By: _____
D. Craig Christensen, Member

By: _____
Matthew T. Moore, Member

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

This record was acknowledged before me on December _____, 2020, by D. Craig Christensen and Matthew T. Moore, as Members of Lake Fork Development L.L.C., an Idaho limited liability company.

Notary Public, State of Idaho
My commission expires: _____

**OWNER'S DECLARATION OF A PRIVATE ROAD FOR
LAKE FORK LANDING
VALLEY COUNTY, IDAHO**

THIS OWNER'S DECLARATION OF A PRIVATE ROAD FOR LAKE FORK LANDING, VALLEY COUNTY, IDAHO (this "Declaration") is made this _____ day of December, 2020, by Lake Fork Development L.L.C., an Idaho limited liability company, the owner of certain lands located in Valley County, Idaho, which are platted as Lake Fork Landing.

WHEREAS, Lake Fork Development L.L.C. did, on the _____ day of December, 2020, file of record with the Office of the Recorder of Valley County, Idaho, as Instrument Number _____ in Plat Book _____ on Page _____, the final plat for Lake Fork Landing (hereinafter, the "Final Plat"); and

WHEREAS, Lake Fork Development L.L.C. is the owner of the real property contained in the Final Plat; and

WHEREAS, this Declaration is being recorded in compliance with the Valley County Land Use and Development Ordinance to describe the status of the Lake Fork Landing roads, the maintenance and responsibility therefor, and the standards and provisions governing completion thereof;

NOW, THEREFORE, Lake Fork Development L.L.C. hereby states and declares as follows:

1. Sky View Court, a private road within Lake Fork Landing as depicted on the Final Plat, is hereby reserved for the use of the property owners within the Lake Fork Landing subdivision, together with their guests, invitees and assigns.
2. Each property owner within Lake Fork Landing has a perpetual right of ingress and egress over said private road that shall run with the land.
3. The owners of property within Lake Fork Landing are responsible for the maintenance, upkeep, repair and replacement of said private road.

4. Valley County is not responsible for said private road and shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair or replacement of the private road(s) set forth on the Final Plat.

IN WITNESS WHEREOF, the undersigned owner of the real property which is the subject of the Final Plat has executed this Declaration the day and year first above noted.

LAKE FORK DEVELOPMENT L.L.C.,
an Idaho limited liability company

By: _____
D. Craig Christensen, Member

By: _____
Matthew T. Moore, Member

STATE OF IDAHO)
(ss.
COUNTY OF ADA)

This record was acknowledged before me on December _____, 2020, by D. Craig Christensen and Matthew T. Moore, as Members of Lake Fork Development L.L.C., an Idaho limited liability company.

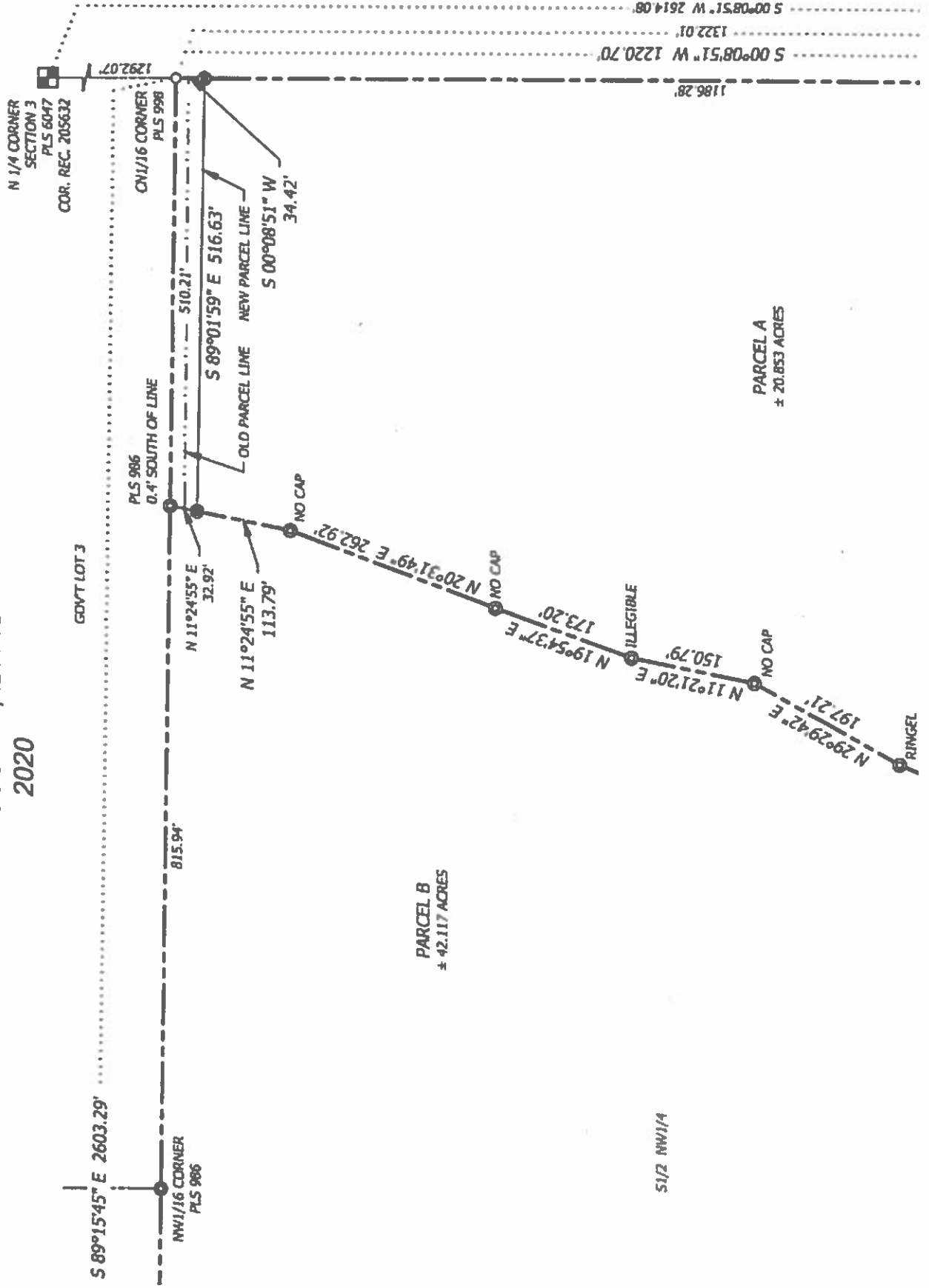
Notary Public, State of Idaho
My commission expires: _____

RECORD OF SURVEY - PROPERTY BOUNDARY ADJUSTMENT

FOR XXXXXXXXXXXXXXXXXXXX

LOCATED IN THE S1/2 NW1/4 OF SECTION 3, T. 17 N., R. 3 E., B.M.,
VALLEY COUNTY, IDAHO

2020



DECLARATION OF BOUNDARY LINE

Declarant, Myrlean C. Flemmer, whose address is P.O. Box 2144, McCall, ID. 83638, makes the following **Declaration of Boundary Line**:

Declarant is the owner of certain property located in Valley County and more particularly described as:

Govt. Lot 3, Section 3, Township 17 North, Range 3 East, Boise Meridian ("hereinafter **Declarant's Property**").

Declarant's Property adjoins property to the south which is owned by Payette Financial Services LLC, whose address is 202 North 9th Street, Suite 300, Boise, ID 83702 and which is more particularly described in the attached "**Exhibit A**" (hereinafter the "**Payette Financial Property**").

There is existing fence line which lies roughly parallel with and south of the surveyed north boundary line of the Payette Financial Property and which is generally depicted on the attached "**Exhibit B**" (hereinafter the "**Fence line**").

Declarant hereby declares the fence line to be the actual, accurate and legally binding boundary between Declarant's Property and the Payette Financial Property pursuant to and by means of the doctrine of *Boundary Line by Agreement or Acquiescence*.

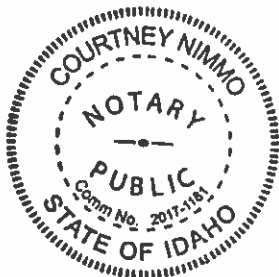
DECLARANT:


MYRLEAN C. FLEMMER

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

On this 28th day of April, 2020, before me, a Notary Public in and for said State, personally appeared Myrlean C. Flemmer, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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




NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12-29-23

EXHIBIT A

Payette Financial Property

A parcel of land located in the SE1/4NW1/4 of Section 3, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows:

Beginning at the C1/4 (a brass cap), Section 3, Township 17 North, Range 3 East, B.M., Valley County, Idaho, thence N. 0°08'49" E. 1307.02 feet; thence N. 89°30'28" W. 513.48 feet; thence S. 11°33'31" W. 129.07 feet; thence S. 20°27'29" W. 262.90 feet; thence S. 19°56'58" W. 173.25 feet; thence S. 11°15'31" W. 150.89 feet; thence S. 29°32'59" W. 197.29 feet; thence S. 22°51'28" W. 480.02 feet; thence S. 89°12'20" E. 1000.29 feet to the point of beginning. EXCEPTING THEREFROM: a parcel of land in the SE1/4NW1/4 of Section 3, Township 17 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows: Beginning at the C1/4 (a brass cap), Section 3, Township 17 North, Range 3 East, B.M., Valley County, Idaho, thence N. 0°08'49" E. 101.31 feet; thence N. 89°12'20" W. 430 feet; thence S. 0°08'49" W. 101.31 feet; thence S. 89°12'20" E. 430 feet to the point of beginning.

EXHIBIT B



4/27/2020, 2:32:14 PM

 Valley County Boundary

1:4,514



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Valley County
USDA FSA, GeoEye, Mapbox | Idaho State Tax Commission |

