Valley County Planning and Zoning

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



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

STAFF REPORT:

C.U.P. 22-25 Paddy Summit Subdivision-Final Plat

MEETING DATE:

September 14, 2023

TO:

Planning and Zoning Commission

STAFF:

Cynda Herrick, AICP, CFM

Planning and Zoning Director

APPLICANT /

James M Neill & Three Fifty-Nine LLC

PROPERTY OWNER:

3496 N Prospector LN, Garden City ID 83714

SURVEYOR:

Dave Crawford, Centurion / B&A Engineers INC

2323 S Vista STE 206, Boise, ID 83705

LOCATION:

581 Paddy Flat Road

Parcel RP17N04E212610 - Tax #4 in Sections 20, 21 and 29, T.17N

R.4E, Boise Meridian, Valley County, Idaho

SIZE:

280 acres

REQUEST:

Final Plat approval of a Single-Family Residential Subdivision

EXISTING LAND USE:

Productive Timber Land

BACKGROUND:

James M Neill is requesting final plat approval. The Commission will review the final plat to determine conformance with the preliminary plat, approved densities, and conditional use permit.

The approval of the conditional use permit and preliminary plat for 13 single-family residential lots was effective July 26, 2022.

This plat consists of 13 single-family residential lots on 280 acres. Lot sizes range from 4.67 to 55.58 acres. Individual wells and individual septic systems are proposed. The applicant requests to record the plat with sanitary restrictions in place. No building permits would be approved until sanitary restrictions are removed on individual lots. Central District Health has stated they will not release sanitary restrictions on an individual, lot by lot, basis.

No public utilities are available in the area as stated on the plat (Sheet 3, Note 17)

Access would be from Paddy Flat Road (public) and Loomis Ranch Road (public). Road right-of-way (35-ft from center) would be dedicated to Valley County. A shared driveway is proposed for Lots 8, 9, and 10. The shared driveway will be constructed to fire code (hardened all weather surface) and there will be a shared driveway agreement.

Draft CCRs have been submitted; however, not all the referenced exhibits were attached.

regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit. ✓

- 5. A Declaration of Installation of Utilities shall be recorded and noted on the face of the plat.

 Plat Sheet 3, Note 17 states that no utilities have been provided or are available.
- 6. A letter of approval is required from Donnelly Fire District prior to recording the final plat.

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

Need Agreement referred to in Plat Sheet 3 Note 12.

8. All easements shall be shown on the final plat, including the shared driveway.

✓ Shared Driveway - Plat Sheet 3

Missing bicycle and walking trail easement (CCRS 9.2)

9. Any wetlands shall be marked as "no-build areas" on final plat or a note that states "no building within 50' of a creek.

Plat Sheet 3, Note 13

10. CCR's should address

Lighting – CCRS 4.4
wildfire prevention – CCRs 4.8. 4.24
noxious weeds – CCRs 4.12
septic maintenance CCRs 4.9B
hydrant maintenance – CCRs 4.6
fire wise wildland urban interface landscaping requirements = CCRs 4.24
wetlands - CCRs 4.13
and limit each lot to one wood burning device - CCRs 4.23

- 11. Shall place address numbers at the residences and at the driveway entrance. CCRs 4.11
- 12. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year. **CCRs 4.5B**
- 13. Prior to construction of any on-site improvements, the applicant shall meet with the Valley County Road Director and/or Board of County Commissioners to discuss off-site road improvements. If an agreement cannot be reached the application shall be set for another public hearing with the Valley County Planning and Zoning Commission to determine if the application can be approved without improvements and still meet their mandates concerning public health, safety, and welfare matters. The discussion will be concerning current road conditions and potential mitigation for impacts caused by the development.

A draft has been prepared; needs approved by the Board of County Commissioners.

- 14. The following notes shall be placed in the notes on the face of the final plat:
 - "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed." . ✓ Note 14
 - "All lighting must comply with the Valley County Lighting Ordinance." . ✓ Note 15

- "Only one burning device is allowed on each lot." . ✓ Note 16
- 15. A wildland urban interface prevention plan is required, and applicant shall provide for implementation of such through financial guarantees or CCR's. CCRs 4.24
 A Plan has been submitted and will be recorded with the final plat (Note 10).
- 16. Solar panels are approved as part of this conditional use permit, but they are limited to a 30' height limitation and must obtain a building permit. Solar panels should not be placed in view of other property owners or along public roads, unless on the roof of the primary structure. CCRs 4.9C
- 17. Must address lack of utilities and snowplowing in CCRs. CCRs 4.9F
- 18. Wildland urban interface fire mitigation plan must be recorded and noted on the face of the plat. Plat Sheet 3 Note 10
- 19. Must address deed restrictions in CCRs. The applicant shall cite where deed restrictions are shown in the CCRs.
- 20. Subdivision can be recorded with sanitary restrictions in place, but they must be released prior to approval of building permits. Sanitary restrictions will be addressed on a lot-by-lot basis.

The plat states sanitary restrictions are in place (Sheet 1)

End	Conditions	of Ap	proval	

ATTACHMENTS:

- Conditional Use Permit
- Vicinity Map
- Aerial Map
- Surrounding Ownership Map
- Responses
- Approved Preliminary Plat
- Applicant's Submittal Letter and Proposed Final Plat Received August 9, 2023

END OF STAFF REPORT

Valley County Planning a. A Zoning

PO Box 1350 • 219 North Main Street

Cascade, ID 83611-1350 Phone: 208-382-7115

Email: cherrick@co.valley.id.us



Instrument # 451664 VALLEY COUNTY, CASCADE, MUANO ker]

03:22:12 PM No. of Pages: 2 7-26-2022

Recorded for : P&Z DOUGLAS A. MILLER

Index to: COUNTY MISC

Ex-Officio Recorder Deputy

Fee: 0.00

CONDITIONAL USE PERMIT NO. 22-25 **Paddy Summit Subdivision**

Issued to:

James M Neill, Three Fifty-Nine LLC

3496 N Prospector LN Garden City ID 83714

Property Location:

The site is addressed at 581 Paddy Flat Road, parcel

RP17N04E212610, Tax #4 in Sections 20, 21 and 29, T.17N

R.4E. Boise Meridian, Valley County, Idaho

There have been no appeals of the Valley County Planning and Zoning Commission's decision of July 14, 2022. The Commission's decision stands, and you are hereby issued Conditional Use Permit No. 22-25 with Conditions for establishing a 13 lot single family residential subdivision as described in the application, staff report, and minutes.

The effective date of this permit is July 26, 2022.

Conditions of Approval:

- 1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein.
- 2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit.
- 3. The final plat shall be recorded within two years, or this permit will be null and void.
- 4. The issuance of this permit and these conditions will not relieve the applicant from 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.
- A Declaration of Installation of Utilities shall be recorded and noted on the face of the plat.
- A letter of approval is required from Donnelly Fire District prior to recording the final plat.

Conditional Use Permit Page 1 of 2

- 7. A shared-driv ay maintenance agreement is required or to recordation and must be noted on the face of the plat.
- 8. All easements shall be shown on the final plat, including the shared driveway.
- 9. Any wetlands shall be marked as "no-build areas" on final plat or a note that states "no building within 50' of a creek.
- 10. CCR's should address lighting, wildfire prevention, noxious weeds, septic maintenance, hydrant maintenance, fire wise wildland urban interface landscaping requirements, wetlands, and limit each lot to one wood burning device
- 11. Shall place address numbers at the residences and at the driveway entrance.
- 12. Must have a fencing plan with neighboring properties if they run livestock for over 30 days per year.
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Subdivision can be recorded with sanitary restrictions in place, but they must be released prior to approval of building permits. Sanitary restrictions will be addressed on a lot-by-lot basis.

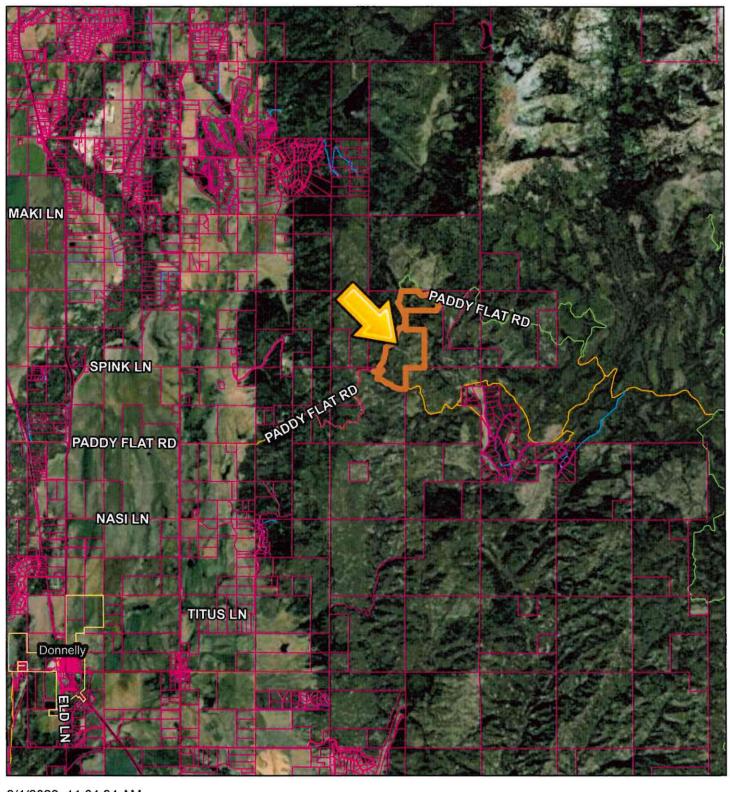
END CONDITIONAL USE PERMIT

Conditional Use Permit Page 2 of 2

/	
Date July 26, 2022	
Approved by Assessment	1

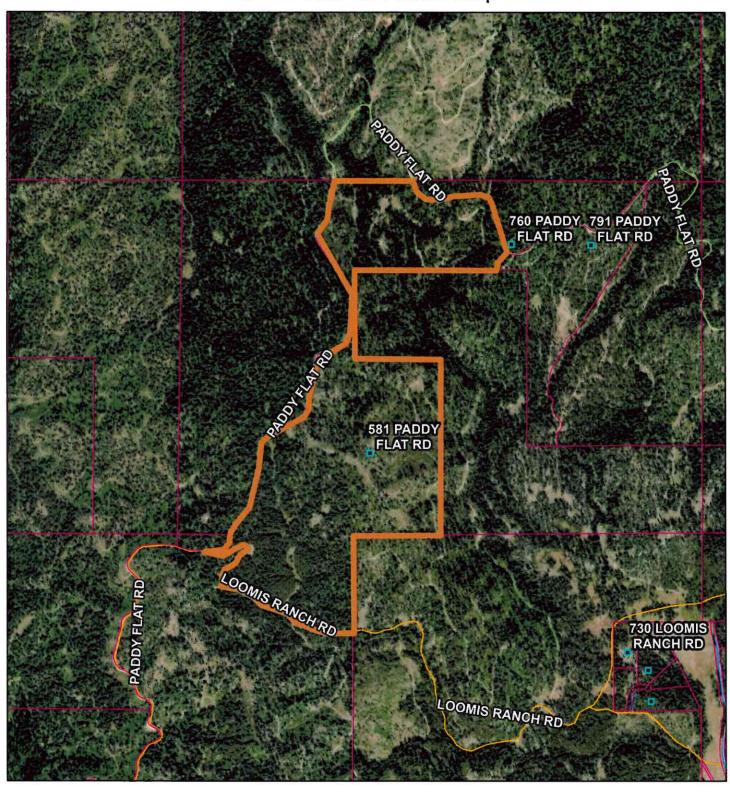
On this 4 day of 144	_, 20 <mark>772</mark> , before me, a notary public in and for said State, Cynda
Herrick personally appeared, and is known to me to	be the person whose name is subscribed to the within
instrument, and acknowledged to me that he execu	ited the same.
IN WITNESS WHEREOF, I have hereunto set my h	nand and seal the day and year in this certificate above written.
	Alley K
was GRAM	Notary Rubic Hally Lounty
No. 20	Commission Expires: 8/30/25
orth OTAN	·
ONOTARY	
PUBLIC	

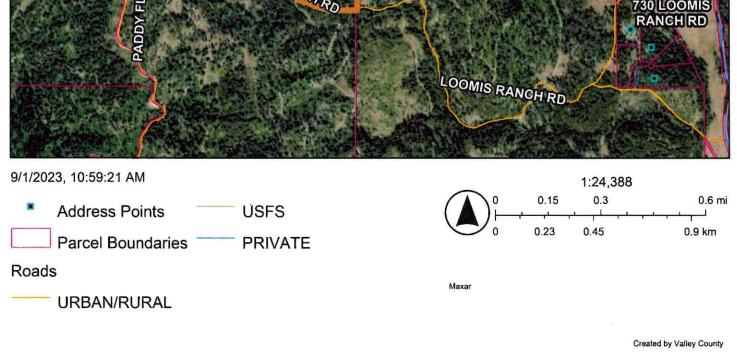
C.U.P. 22-25 Vicinity Map



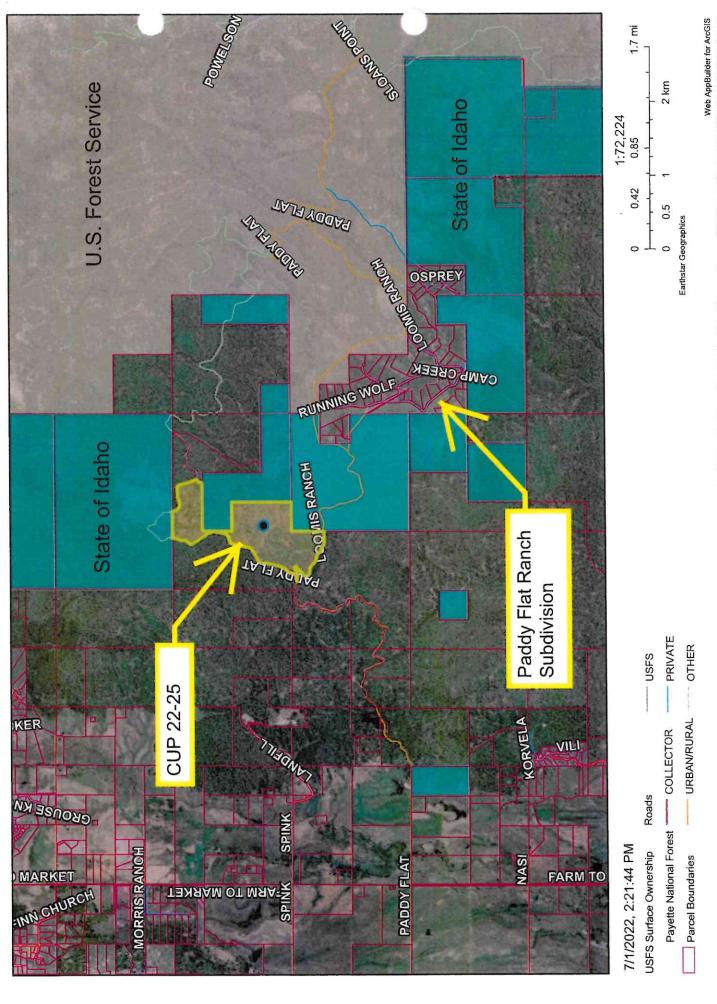


C.U.P. 22-25 Aerial Map





CUP 22-25 - State of Idaho, USFS, & Private Ownership



Earthstar Geographics | Valley County IT | Compiled by the Bureau of Land Management (BLM), National Operations Center (NOC), OC-530. | United States Forest Service Natural Resource Manager (NRM) Infra application | The USDA Forest Service makes no

Valley County Assessor's Office

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

SUE LEEPER

Assessor sleeper@co.valley.id.us



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

DEEDEE GOSSI

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

August 11, 2023

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

RE: Final Plat Review "Paddy Summit Subdivision"

Dear Cynda,

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

This **2024** proposed plat is a portion of a parcel referenced on the Assessment Roll as TAX #4 IN SECTIONS 20, 21 AND 29 T17N R4E. The parcel number(s) and ownership are as follows:

RP 17N04E212610 – Three Fifty-Nine LLC and James M. Neill.

I have enclosed a copy of the GIS plat with this proposed plat highlighted. Due to several discrepancies and errors found in the Certificate of Owners subdivision boundary legal description, I have not run traverses of the subdivision boundary or any of the individual lots.

Please let the surveyor know they may wish to address the following regarding the Certificate of Owners:

- Multiple calls have the wrong bearing quadrant or curve deflection direction in order to follow the clockwise path for the boundary from the Point of Beginning. Please review the Certificate of Owners for accuracy. Particularly, review the calls that correspond to the following curves: C4, C5, C7, C8, C35, C60, and potentially C10 & C38. Additionally, the direction and distance call after C63 and the third to the last call (along the northerly boundary of the southwest quarter of said Section 21 to the center west sixteenth corner of said Section 21) have incorrect bearing quadrants.
- Multiple calls have one or more discrepancies between the Certificate of Owners and what is shown in the Curve Tables. Particularly, review the calls that correspond to the following curves: C12, C14, C15, C16, C36, and C40.
- The call that corresponds to C12 has 3 different values for the long chord as shown in the Certificate of Owners, the Curve Table, *and the Boundary Closure Sheet*. It is our expectation that the closure sheet data would match both the Curve Tables and the Certificate of Owners.
- The call that corresponds to C14 has a typo in addition to a discrepancy with the Curve Table.

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

Sincerely,

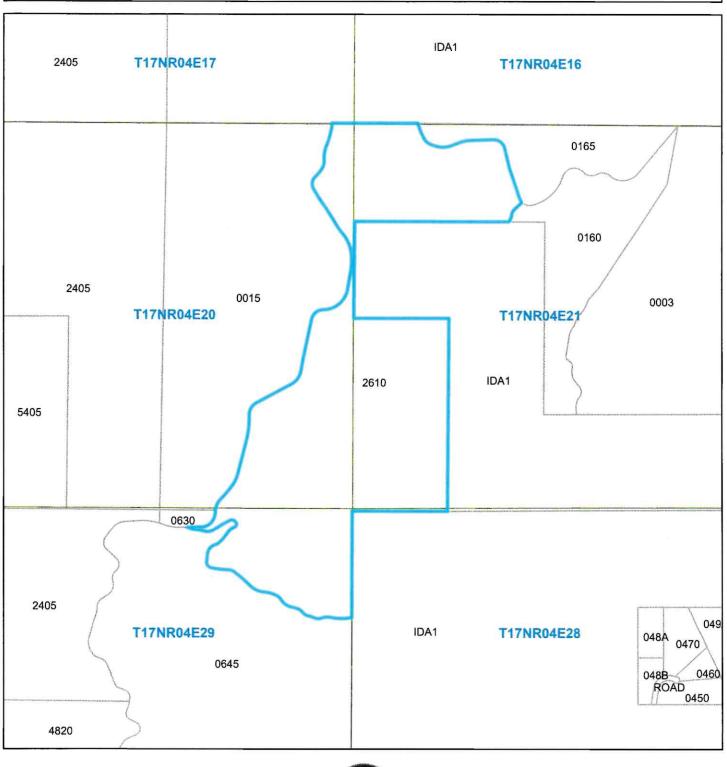
Kathy Riffie Cadastral Specialist Technician II Valley County Cartography Department

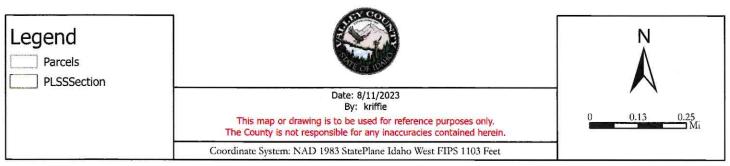
Enclosure

Cc: Chip Bowers, Valley Co. Surveyor

PADDY SUMMIT SUBDIVISION

RP17N04E212610





Donnelly Rural Fire Protection District



P.O. Box 1178 Donnelly, Idaho 83615 208-325-8619 Fax 208-325-5081

August 31, 2023

Valley County Planning & Zoning Commission P.O. Box 1350 Cascade, Idaho 83611

RE: C.U.P. 22-25 Paddy Summit subdivision - Final Plat

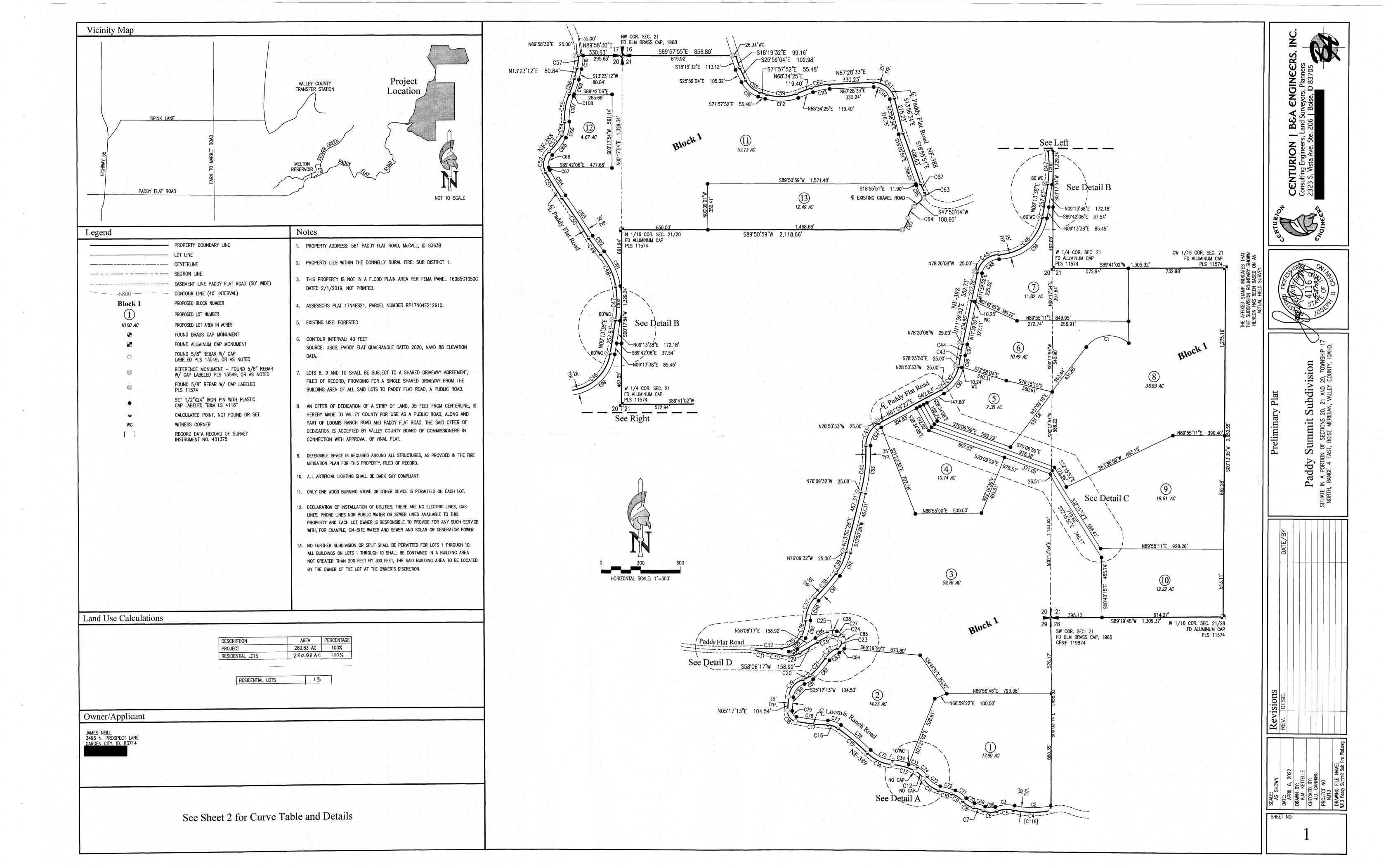
After review, Paddy Summit Subdivision has not met Donnelly Rural Fire Protection District requirements for final plat.

Please call 208-325-8619 with any questions.

Jess Ellis

Fire Marshal

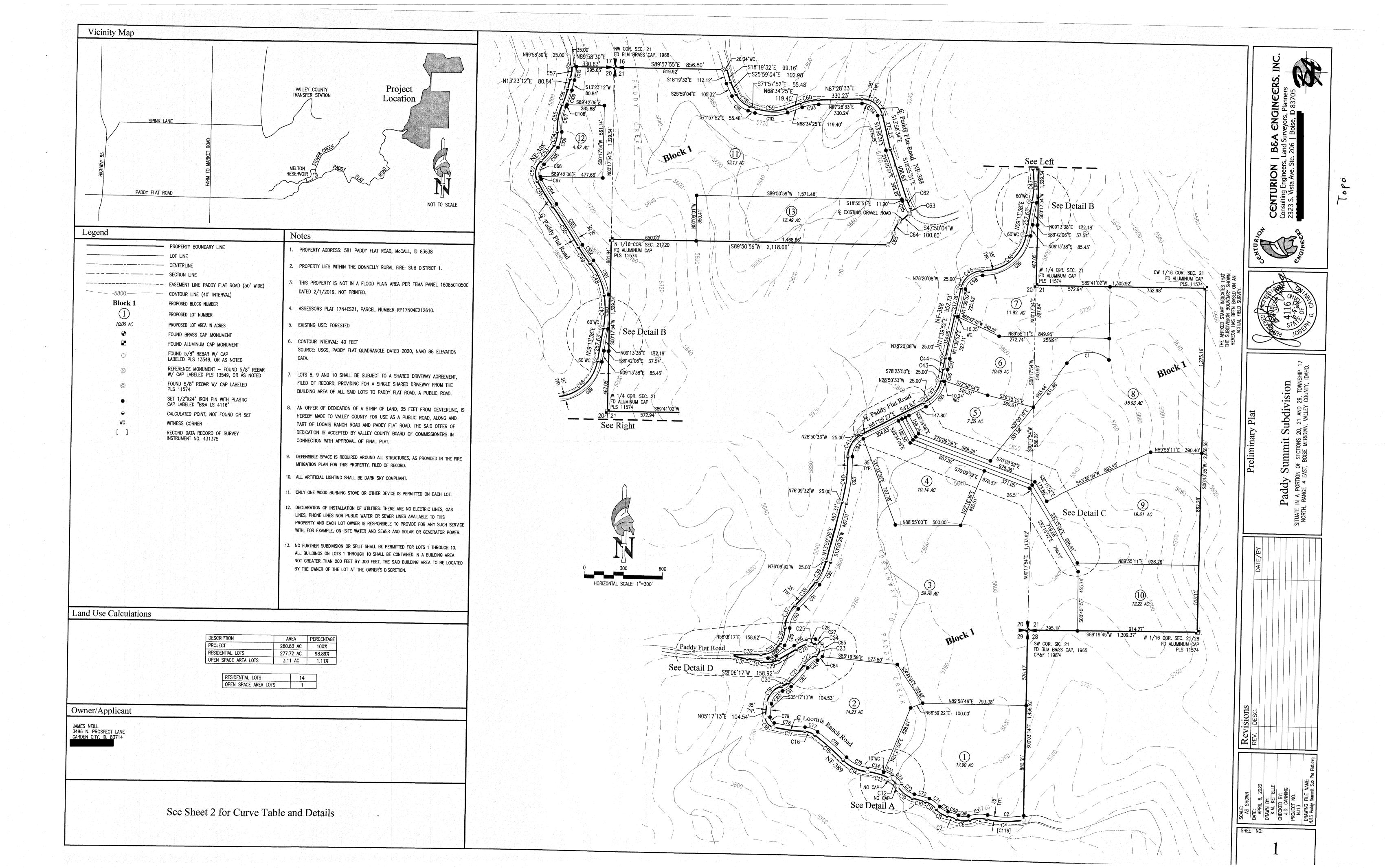
Donnelly Fire Department



Details Curve Table Curve Table (continued) Curve Table CURVE DELTA RADIUS ARC CHORD BEARING CHORD DISTANCE CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD DISTANCE C59 39'27'46" 335.00' 230.73' N88'18'17"E 226.20' 321.79 220.00' 360.92' C60 | 18'54'11" | 425.00' | 140.22' S78'01'29"W 139.58 C2 23'31'17" 682.32' 280.11' N89'28'44"E 278.15 196.31 C61 | 78'34'55" | 155.00' | 212.58' | S53'14'01"E 146.15 C3 | 31.03.03" | 273.00' | 147.95' | S85'42'01"W 35'WC-NO CAP C62 | 12.09'13" | 322.00' | 68.30' S25'00'26"E 68.18' 284.99 C4 | 22'54'59" | 717.32' | 286.90' | S89°46'54"W C63 78'55'18" 35.00' 48.21 S8'22'36"W 44.49' C5 | 31'03'04" | 238.00' | 128.98' 127.41 S85'42'00"W S26'48'58"W 97.56 C64 | 42.02.15" | 136.00' | 99.78' 103.81 C6 44'11'15" 138.00' N87'43'52"W 106.43' NOT TO SCALE 99.93' C65 | 38'54'52" | 150.00' | 101.88' | S25'15'16"W C7 | 14'32'40" | 300.00' | 76.15' N72'54'31"W 75.95 Detail A NOT TO SCALE 98.15 C66 | 62'12'15" | 95.00' 103.14' S16'00'29"W N59'36'48"W 98.37' C8 41'08'11" 140.00' C67 | 13°22'10" | 95.00' | 22.17' S21'46'43"E 22.12 100.13 37'56'35" 154.00' 101.98' N58'01'01"W 44'11'19" | 103.00' | 79.44' S87'43'51"E 77.48 97.01 C10 | 3'21'47" | 1,653.00' | 97.02' N75'18'23"W 14'32'40" | 335.00' | 85.04' N72'54'32"W 84.81 C11 41'56'14" 210.00' 153.71' 150.30 N52'39'22"W 73.78 C70 41:08'09" 105.00' 75.39' S59'36'47"E C12 31°14'37" 154.00' N47'18'35"W 82.94 83.98' C71 | 30'51'05" | 189.00' | 101.77' | 100.54 N54'28'15"W C13 | 23'25'02" | 443.00' | 181.06' | 179.80 N74'38'07"W C72 4'03'01" 1,688.00' 119.32' N74'55'34"W 119.30' 205.93 210.36 N65'54'56"W C14 | 40'51'24" | 295.00' C73 41'37'05" 175.00' 127.11' S52'29'47"E 124.34 C15 8.01,10, 2,060.00, 288.33, N49'29'49"W 288.10 C74 | 31'14'38" | 189.00' | 103.06' | N47'18'34"W 101.79' C16 | 35'23'18" | 136.00' 84.00' N71'12'03"W 82.67 Detail B NOT TO SCALE C75 | 40'51'24" | 260.00' | 185.40' | S65'54'56"E 181.50 244.55 C17 | 10'16'43" | 1,365.00' | 244.88' N83'45'22"W C76 8'01'10" 2,095.00' 293.23' N49'29'49"W 292.99' C18 83'54'03" 76.00' 101.61 N36'39'59"W 111.29' C77 | 35°23'19" | 171.00' | 105.62' | N71'12'04"W 103.95 C19 68°27'20" 151.00' 180.41 N39'30'52"E 169.87 C78 | 10°16'43" | 1,330.00' | 238.60' | S83'45'22"E 238.28 59.70 N60'28'02"E 130.00' C79 83·54'28" 41.00' 60.04' S36'39'46"E 54.82 181.55 C21 | 13'50'52" | 753.00' | 181.99' N40'16'13"E C80 | 68°27'19" | 116.00' | 138.59' | S39'30'52"W 130.50' 117.26 N50'56'12"E C22 | 35'10'54" | 194.00' 119.12 C81 26'32'51" 165.00' 76.45' N60'28'06"E 75.77 73.26 C23 108'58'38" 45.00' 85.59 N14'02'20"E C82 | 13'50'53" | 788.00' | 190.46' | N40'16'14"E 189.99' 42.36 N55'47'54"W C24 | 30'42'15" | 80.00' C83 35'10'54" 159.00' 97.63' S50'56'12"W 96.10' 44.53 C25 | 43'33'54" | 60.00' S87'04'03"W 45.62 Subdivision 5 20, 21 AND 29, TOWNS RIDIAN, VALLEY COUNTY, II 8 46.15 C84 33'31'52" 80.00' 46.82' N51'45'43"E 99.56 C26 7'10'48" 795.00' 99.63 S61'41'41"W 97.90' C85 | 75°26'46" | 80.00' 105.34 N2'43'36"W C27 30'42'15" N55'47'54"W 60.89 115.00' 61.63' C86 7'10'48" 830.00' 104.01' S61'41'41"W 103.94 70.51 72.23 S87'04'03"W 95.00' C87 | 30°26'16" | 130.00' | 69.06' 68.25 N73'19'23"E 132.69 C29 47'25'04" 165.00' 136.55' S81'48'47"W 162.10 C88 | 43'39'10" | 218.00' | 166.09' | N51'04'27"E 112.25 C30 | 12:02'37" | 535.00' | 112.46' | N80'30'02"W Detail C NOT TO SCALE Summit C89 | 28.16'43" | 285.00' | 140.66' | 139.24 N15'06'30"E 121.35 C31 19'57'58" 350.00' 121.97' N76'32'20"W C90 | 43'14'41" | 219.00' | 165.29' | S22'35'27"W 161.40' C32 2'33'12" 222.81 5,000.00' 222.83' N87'57'47"E C91 8'29'42" 1,680.00' 249.08' N39'57'56"E 248.85 N66'58'47"W 67.56 C33 8'06'20" 478.00' 67.62' C34 | 15'18'41" | 478.00' | 127.74' C92 21'52'38" 510.00' 194.73' N24'46'47"E 193.55 127.36 N78'41'17"W Paddy 175.87 C93 | 15°47'14" | 1,324.00' | 364.82' | N5'56'50"E 363.66 C35 | 57°26'19" | 183.00' | 183.46' N57'58'01"E 122.14 C94 63.06'14" 156.00' 171.81' S29'36'20"W 163.26 C36 | 28'16'43" | 250.00' | 123.39' N15'06'30"E C37 43'14'41" 254.00' 191.71' N22'35'27"E C95 49'33'17" 294.00' 254.28' N36'22'48"E 246.43 C96 4.04'36" 1,293.00' 92.00' 243.67 91.98' N9'33'51"E C38 8'29'42" 1,645.00' 243.89' N39'57'56"E 180.27 C97 | 4.08,20" | 1,180.00, | 85.24 85.22 21'52'38" 475.00' 181.37' N24'46'47"E 167.44 C40 | 15'47'14" | 1,289.00' | 355.17' | N5'56'50"E 354.05 C98 77'19'47" 134.00' 180.85' S50'19'44"W C99 | 79'46'01" | 373.00' | 519.29' N49'06'37"E 478.36 63'06'14" | 191.00' | 210.36' | N29'36'20"E 199.89 C100 | 17'28'59" | 867.00' | 264.55' | N0'29'09"E 263.53 49'33'17" | 259.00' | 224.01' N36'22'48"E 217.09 C101 | 32'49'44" | 515.00' | 295.08' | N24'40'14"W 291.06 C43 4'04'36" 1,258.00' 89.51' N9'33'51"E 89.49' 147.19 C102 9.53'57" 853.00' 147.37' S36'08'08"E 4.08'20" | 1,215.00' | 87.77' N9'35'42"E 87.75 C103 4.09'53" 5,098.00' 370.56' 370.47 N33'16'07"W 77'19'47" | 169.00' | 228.09' | N50'19'44"E 211.17 C104 6'53'15" 1,863.00' 223.95' S31'54'26"E 223.82' C46 79'46'01" 338.00' 470.56' N49'06'37"E 433.47 168.83' C105 | 18'07'19" | 536.00' | 169.53' | N38'02'57"E N0'29'09"E 252.89 C47 | 17'28'59" | 832.00' | 253.87' | C106 | 33°38'00" | 216.00' | 126.79' | 124.98' N12'10'18"E 32'49'44" | 480.00' | 275.03' | N24'40'14"W 271.28 C107 | 27'38'48" | 418.00' | 201.70' | 199.74 153.23 S9'10'42"W 9.53'57" | 888.00' | 153.42' | N36'08'08"W C108 1'03'53" 785.00' 14.59' N22'28'09"E 14.59 N33'16'07"W 367.93 C50 4.09'53" 5,063.00' 368.01' 117.04 C109 8:33'01" 785.00' 117.15' N17'39'42"E 1,898.00' 228.16' N31°54'26"W 228.02 C110 | 13'08'04" | 455.00' | 104.30' | N6'49'10"E 104.08 C52 75'34'25" 130.00' 171.47' N9'19'24"E 159.31 C111 | 45'58'52" | 213.00' | 170.94' | S48'58'28"E 166.39 C53 18'07'19" 501.00' 158.46' 157.80 N38'02'57"E C112 | 39'27'46" | 370.00' | 254.84' | 249.83 N88'18'17"E 104.73 33'38'00" 181.00' 106.25' N12'10'18"E C113 | 18'54'11" | 390.00' | 128.67' | S78'01'29"W 128.09 C55 | 27'38'48" | 453.00' | 218.58' | N9'10'42"E 216.47 C114 78'34'55" 120.00' 164.58' N53'14'01"W 151.98' 125.71 N18'11'39"E C56 9'36'54" 750.00' 125.86' 110.66 C115 | 17'49'55" | 357.00' | 111.11' | S27'50'47"E 96.07 C57 | 13'08'04" | 420.00' | 96.28' N6'49'10"E [C116] [22'51'49"] [719.13'] [286.97'] [S89'49'06"W] [285.07'] 139.05 C58 45'58'52" 178.00' 142.85' S48'58'28"E S85'19'59"E 573.80' Paddy Flat Road Detail D NOT TO SCALE

2

2



CENTURION ENGINEERS, INC.

David Crawford Project Manager

2323 S. Vista Ave Ste 206 Boise, ID 83705 Cynda Herrick AICP, CFM

Valley County Planning & Zoning Department

PO Box 1350. Cascade, ID 83611 208-382-7115 cherrick@co.valley.id.us

Date: August 4, 2023

Dear Cynda,

Please find attached an application submittal for a Final Plat. The project was approved under a conditional use No. 22-5 - Paddy Summit Subdivision. In accordance with the conditional use permit, the following discusses how the required conditions of approval have been met as stipulated in the conditional use:

- 1. Noted
- 2. Noted
- 3. Noted
- 4. Noted
- 5. Declaration of Installation of Utilities is shown in Note 17 on the face of the plat.
- 6. Donnelly Fire District has been contacted by the owner. We await their response. Once received we will provide the County with their response.
- 7. Shared driveway maintenance agreement is shown in Note 12 on the face of the plat.
- 8. All easements are shown on plat.
- 9. "No building within 50' of a creek" is shown in Note 13 on the face of the plat.
- 10. CC&R's are provided.
- 11. Address numbers shall be placed at driveway entrances prior to issuance of building permits.
- 12. Noted.
- 13. Noted.
- 14. a. "The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed" is shown in Note 14 on the face of the plat.
 - b. "All lighting must comply with the Valley County Lighting Ordinance" is shown in Note 15 on the face of the plat.
 - c. "Only one burning device is allowed on each lot" is shown in Note 16 on the face of the plat.
- 15. Wildfand Urban Interface Fire Prevention, Mitigation Plan is shown in Note 10 on the face of the plat.
- 16. Noted.
- 17. Noted.
- 18. Wildland Urban Interface Fire Prevention, Mitigation Plan is shown in Note 10 on the face of the plat.
- 19. Noted.

The CC&Rs contain the following:



CENTURION ENGINEERS, INC.

- 1. Shared Driveway agreement Section 9.1
- 2. Fire prevention Section 4.8.c & 4.24
- 3. Noxious weeds Section 4.12
- 4. Septic Maintenance 4.9.b
- 5. Hydrant maintenance Section 4.6
- 6. Firewise Wildland requirements Section 4.24
- 7. One wood burning device Section 4.32
- 8. Address numbers Section 4.11
- 9. Fencing plan Section 4.15
- 10. Addressing lack of utilities and snow plowing Section 4.9

Please let me know if you have any questions or require any additional information.

Sincerely,

David Crawford Project Manager

Centurion Engineers, Inc.

Submittal List for Final Plats to PZ Commission

- ☑ Transmittal Letter
 - o Describing Request
 - Statement Final Plat Substantially Complies with approved Preliminary Plat
 - o Description of Financial Guarantees that Will Be Put in Place
 - o Implementation of Wildland Urban Interface Fire Protection Plan and/or Financial Guarantee
- List of Conditions of Approval from recorded C.U.P. and how each has been completed.
- ☑ Final Plat VCC 10-3-3-2
 - 3 copies 18", including signature page
 - ø 10 copies of 11 x 17, including signature page
 - & Lot and Subdivision Closure Sheets
- N/AO Proposed road names
- N/Ao Declaration of Private Road Draft version

the final plat

- It is on the face of Declaration of Utilities Draft version
 - CCRs if proposed Draft Version. Include the following if relevant:
 - Septic maintenance
 - Long-term maintenance of Wildland Urban Interface Fire Protection Plan
 - 1 wood-burning device per lot
 - Dark-Sky lighting compliance
 - Address posting on home and at driveway entrance
 - N/Ao Approved Site Grading/Storm Water Management from Valley County Engineer

☐ Pre-Application Conference (Recommended): Put on Notice Concerning Sewer/Septic

- N/Ao Wetland Delineation or Letter of Map Revision (if required)
- N/Ao Floodplain Determination Note

Plat Process

Challenges and other issues such as Hydrologist Report for Well Logs, Private Road Declaration, Declaration of Installation of Utilities, CCR's, Site Grading Plan, Topographic Map, Landscaping Plan, Lighting Plan, Fire Protection Plan (Fire Districts), Construction Plan, Central District Health Response (Must make application to CDHD.), Wetland Delineation, Idaho Power
Submit Application: Review within ten days to make sure the application is complete then set it on an agenda. Prepare the Staff Report for the public hearing.
Public Hearing: P&Z approves the conditional use permit and preliminary plat with conditions of approval.
Construction or Financial Guarantees : After CUP/preliminary plat approval and compliance with conditions of approval, the developer can start construction of the project. However, the developer may choose to financially guarantee the improvements prior to going to Board of County Commissioners.
Final Plat – P&Z Commission : Developer submits final plat information 30 days before public meeting – bluelines, CCR's (if they have any), Private Road Declaration, etc. The final plat must substantially comply with the approved preliminary plat.
Final Plat – Board of County Commissioners : Two weeks before going to Board, developer submits everything on the attached list. Prior to approval by the Board of County Commissioners financial sureties must be in place. After approval of the Board, the plat can be recorded.

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PADDY SUMMIT SUBDIVISION, LOTS 1 THROUGH 10

AND

PADDY SUMMIT HOMEOWNERS ASSOCIATION

THIS DECLARATION is made effective as of the ______ day of _______, 2023, by Three Fifty-Nine., LLC, an Idaho limited liability company, and James M. Neill, an unmarried individual, residing at 3496 N. Prospect Lane, Garden City, Idaho (hereinafter jointly "Grantor").

ARTICLE I

RECITALS

- 1.1 <u>Property Covered.</u> The property subject to this Declaration of Covenants, Conditions and Restrictions for Paddy Summit Subdivision, Lots 1 through 10, and Paddy Summit Homeowners through 10, Block 1, Paddy Summit Subdivision (the "Property").
- 1.2 <u>Forest Land Development</u>. The intent of this project and Declaration is to preserve and restore forest for plants and wildlife, and maintain and improve the clean, quiet and relatively natural conditions of the Property, while providing for a maximum ten (10) homesites and recreational use. A homeowners association is established for the limited purposes of maintaining a perimeter cattle fence, maintaining walking and biking trails, overseeing a common driveway, and enforcing provisions to protect the forest and to limit building and development.
- 1.3 <u>Purpose of Declaration</u>. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well integrated, high-quality development in its residential, forest land and open space aspects, and to guarantee adequate maintenance of the common driveway serving Lots 8, 9 and 10, the perimeter fence around the Property, and the walking and biking trails that cross the Lots.

1.4 <u>Supplemental Declarations of Covenants</u>. Grantor reserves the right to record, at its option, Supplemental Declarations establishing particular Covenants, Conditions and Restrictions for specified portions of the Property.

ARTICLE II

DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance its value, desirability and attractiveness. The provisions set forth herein shall run with the land constituting the Property and with each estate therein 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; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein, whether held or used for residential purposes or otherwise, and shall inure to the benefit of and be binding upon Grantor, its successors in interest and each grantee or Owner and the Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon pursuant to the Subdivision Plat as the same may be modified at Grantor's option hereunder, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE III

DEFINITIONS

- 3.1 "Articles" shall mean the Articles of Incorporation of the Association.
- 3.2 <u>"Assessments"</u> shall mean those payments required of Owners, as further defined in this Declaration.
- 3.3 <u>"Association"</u> shall mean the Hundred Acre Woods Homeowners Association, Inc., an Idaho non-profit corporation formed to implement this Declaration.
- 3.4 <u>"Association Rules"</u> shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

DECLARATION OF CC&Rs, PADDY SUMMIT SUBDIVISION, Page 2

- 3.5 "Board" shall mean the Board of Directors of the Association.
- 3.6 <u>"By-Laws"</u> shall mean the By-Laws of the Association.
- 3.7 <u>"Grantor"</u> shall mean the Grantor above named or its successors in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successors.
- 3.8 <u>"Improvement"</u> shall mean any structure, facility or system, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, landscaping, signs, lights, electrical lines, pipes, pumps, ditches, waterways, swimming pools and other recreational facilities, and fixtures of any kind whatsoever.
- "Lot" shall mean a lot shown on the Plat, any of Lots 1 through 10, Block 1.
- 3.10 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.
- 3.11 <u>"Plat"</u> shall mean the Paddy Summit Subdivision Plat, approved by Valley County and recorded at the Office of the County Recorder, Valley County, Idaho, Book ____, page_____, incorporated herein by reference as Exhibit B, as the same may be amended by duly recorded amendments thereto.
- 3.12 <u>"Supplemental Declaration"</u> shall mean any Supplemental Declaration including covenants, conditions and restrictions that the Grantor might adopt with respect to any portion of the Property.

ARTICLE IV

GENERAL AND SPECIFIC RESTRICTIONS

- 4.1 <u>Permitted Uses Generally</u>. The Lots shall each have one Building Area, and the balance of each Lot shall be Forest Land. Within each Building Area, one Single Family home is permitted, along with accessory buildings and uses. With the exception of driveways, fences, and the few other exceptions contained herein, only the Building Area shall be built upon with Improvements or substantially altered. The Forest Land shall be maintained as forest for trees and wildlife and recreation by the Owners.
- 4.2. Uses in Building Area.

DECLARATION OF CC&Rs, PADDY SUMMIT SUBDIVISION, Page 3

- A. The principal use shall be single family residential. Permitted accessory use shall include a guest, in-law or rental dwelling unit for occupancy by not more than two persons, not greater than 800 square feet in floor area. For the purposes of this section, single family shall mean a parent or parents and their natural and adopted children. Single family shall also mean unrelated persons, foster children, housemates, caretakers, in-laws, cousins and other persons of less consanguinity, all forming a single household unit, with a single kitchen, so long as the total number of all such persons is not greater than six (6). Single family shall not mean persons connected by a business relationship, such as a boarding house, halfway house or daycare.
- B. A business may be conducted, accessory to the principal residential use, but shall only be considered accessory and permissible if it complies with the following: The business use must be in the nature of a home office, with no or minimal impact on the neighboring Lots, wildlife, and forested and quiet character of the Property. The business must be owned and operated by the Lot Owner, have no more than one (1) employee or contractor or other non-Owner present on the Lot, working no more than twenty (20) hours per week, making no more than two trips to or from the Lot daily, and not more than one (1) daily visit by a delivery or customer or client or other business invitee. The business may not involve any vehicle greater than a half-ton truck, no heavy equipment or machinery, nor generate any heat, glare or noise. No business shall be permitted without application to and written approval of the Board, and the Board shall have the right to adopt rules and prohibitions of businesses, and to impose conditions on any approval of a business.
- C. Garages and vehicles. Each Lot may have up to two motor vehicles (cars or light trucks) and one recreational trailer (boat trailer, camping trailer, or similar) regularly present on the Lot, which may be parked or stored either in the driveway or a parking area immediately adjacent to the driveway, or in a garage. All other motor vehicles or recreational or other trailers shall be stored in a storage building or garage. This includes motorcycles, lawn mowers, forestry equipment used on the Lot, tractors, snowmobiles, recreational vehicles and motor vehicles of all kinds. Large semi trucks or similar vehicles used in transporting freight, and construction or other equipment used in a business off the Property, are not permitted to be regularly present or operated or stored on the Lots, and may only be on the Lots for permitted construction within the Building Area or driveway, or for permitted forestry work in the Forest Land. This section does not apply to periodic guest and delivery parking. The use or landing of aircraft of any kind on the Property is prohibited, provided that small unmanned drones may be used within the Building Area at elevations up to thirty-five (35) feet, and may be used intermittently within the Forest Land for forest evaluation and surveying, subject to approval by the Board.
- D. <u>Dimension and Location of Building Area</u>. Each Building Area shall be a maximum of two hundred feet by three hundred feet (200' by 300'). The Building Area shall be located as shown on the attached Exhibit C, Location of Building Areas, provided that it may be moved at the Lot Owner's discretion, so long as (1) the new location is within the setback from the particular Lot's property lines, as defined herein, and (2) the new location is approved in writing by the Grantor, and filed of record as a Supplemental Declaration.
- E. <u>Building Setback from Property Lines</u>. Lots 1 through 4 are set in an existing forested area along and between Paddy Flat Road and Loomis Ranch Road, with a meadow and seasonal

drainway running down along the westerly edge of Lot 4, across Lot 3 and between Lots 1 and 2. Lots 5 through 10 are set along a somewhat flat ridge, broken by small valleys that provide a buffer area between the Lots and their Building Areas. Lots 5 through 10 have more or less parallel views easterly across the lower elevation of Paddy Flat to the skyline of the Needles, as well as some views northerly to Jughandle Mountain. In order to allow the views to be enjoyed by the Owners, while also maintaining privacy and visual screening from improvements and uses on adjacent Lots, and in order to protect the character of the area as forested land, and for other reasons benefiting the Property, the Building Area on each Lot shall be set back from the Property Line according to the provisions below. The setback area shall be maintained as a forested buffer and shall not be clearcut, and trees shall be maintained or allowed to grow so that there is at least one tree of twelve (12) inches dbh on twenty (20) foot average spacing, with any thinning, tree harvest or clearing being between those spaced trees. For the purposes of this paragraph, the front setback shall be along the public road frontage of Lots 1 through 7, along the Common Driveway for Lots 8 and 9, and the northerly side of Lot 10, the property line at which the Common Driveway provides access into Lot 10. The side setback shall be those property lines most perpendicular to the front setback. The rear setback shall be opposite the front. The setbacks are shown on a plan of the Property, attached and incorporated herein as Exhibit D.

- 1. All Lots shall have the Building Area set back in front a minimum of one hundred and fifty (150) feet.
- 2. All Lots shall have the Building Area set back on the sides a minimum of one hundred (100) feet. Provided, on Lot 7, the northerly side setback shall be fifty (50) feet, and the southerly side setback shall be one hundred and fifty (150) feet. Provided further, on Lot 9, the northerly side setback shall be one hundred and fifty (150) feet, and the southerly side setback shall be fifty (50) feet.
- 3. The rear setback on Lots 1 through 4 shall be one hundred (100) feet. The rear setback on Lots 5 through 9 shall be two hundred (200) feet. The rear setback on Lot 10 shall be fifty (50) feet.
- 4.3 <u>Dimensional Standards for Structures and Improvements</u>. The structures which shall or may be constructed, maintained and used on the Property shall comply with the following standards, in addition to any set forth elsewhere herein.
- A. Building Height. No building or structure shall exceed two stories plus a basement (a story or level that has no more than three (3) feet average exterior wall height above grade). No building or structure shall exceed thirty-five (35) feet in height, above average surrounding grade or finished grade, whichever results in a lower building.
- B. Building Coverage. The total coverage or footprint of all buildings and structures on a Lot shall not exceed six thousand (6,000) square feet. Impervious surface beyond the aforesaid buildings' footprint, such as patios, parking areas, ball courts and other hard surfaces (but excluding gravel driveways) shall not exceed ten thousand (10,000) square feet.
- 4.4 Exterior Lighting. Exterior lighting shall be limited to protect the dark sky nature of the Property, reduce impact on neighboring Owners, and reduce impact on wildlife. All lighting shall be limited to the Building Area. Lighting shall be shielded so that it only illuminates the immediate

surrounding surface area. Area lighting such as "yard lights" are prohibited. The illumination of building facades is prohibited. Lights are permitted on porches and at doorways, limited to sixty (60) watts or LED equivalent, and patios and walkways, which shall have lower wattage. Lights for security or wildlife viewing shall be infrared or other non-visible ranges of the spectrum.

4.5 Fencing.

- A. Fencing on Lots. In order to allow the free movement of deer, elk and other wildlife, to maintain the sense of a single larger forested area, and for other reasons, no fencing shall be allowed along property lines or anywhere else in the Property except (1) along the perimeter of the Property to prevent entry by cattle (in this "open range" area) and hunters or other trespassers, which Perimeter Fence shall be maintained, repaired and replaced by the Association as provided elsewhere in this Declaration, and (2) along the perimeter or elsewhere within the Building Area as the Owner may desire for privacy, aesthetics, pet control or otherwise. Maximum fence height is six (6) feet for wooden slat or other solid fence. If Owner desires to control deer with wire mesh of at least six inch openings, maximum height of such fence shall be nine (9) feet. Underground fence or wire for electronic control of pets, or electronic or other means of deterring wildlife shall be permitted but shall be limited to the Building Area. The property line of a Lot may be demarcated but not enclosed by posts along the property line at intervals of approximately one hundred (100) feet.
- Perimeter Fence. The existing perimeter barbed wire fence around the exterior of the В. Property shall be maintained, repaired and reconstructed by the Association in a condition adequate to control the entry of cattle. At the same time, the fence shall have sections of nonbarbed wire and other features to allow wildlife to cross over (or under, for young animals) with reduced risk of injury or entanglement. The fence shall be maintained as much as possible to conform to Idaho standards for legal fence for exclusion of cattle, shall be four (4) feet high, and shall be physically adequate to control entry by cattle as determined by experience. The fence shall have posts of wood, treated wood, or metal. The fence shall have reinforced traditional "H" braces at corners and elsewhere as necessary to maintain structural integrity. The fence shall be set back approximately one (1) foot from the property line so that it is not common fence with adjacent land owners but is the sole property of the Owners of the Association. The Board shall determine the standards for construction, maintenance, reconstruction and repair of the Perimeter Fence. Provided, the Owner of each of the Lots fronting on a public road shall control the design and be responsible for a gate for the driveway through the Perimeter Fence, keep it closed when not in use, and keep it in a condition adequate to prevent entry by cattle
- 4.6 <u>Water Supply for Structure Fires</u>. There is no public water service near the Property and no fire hydrants. Water for potential structure fires (as distinguished from wild fire or forest fire) shall be stored on the Property in underground tanks in compliance with the requirements of the Donnelly Fire Department. A total of ten thousand (10,000) gallons shall be stored, in two 5,000 gallon tanks or four 2,500 gallon tanks in accordance with approval of the fire department. The water shall be for the exclusive use of the fire department and not for use by Owners. The tanks and associated equipment shall be owned by the Owner of the Lot on which the tank is situated.

The cost of maintaining, repairing, replacing and reconstructing the tanks and associated equipment shall be a cost borne by the Association. The tanks shall initially be filled by trucked-in delivery. Upon completion of a well on the Lot on which a tank is situated, the well shall be attached to the tank to supply water. A pipe and valve and fittings matched to fire department equipment shall be attached to the tank. The Association shall inspect the tanks annually to ensure their operability.

- 4.7 <u>Building Review Prior to Construction</u>. No building, fence, sign or other structure or Improvement which will be visible above ground shall be built, erected, placed or materially altered on the Property unless and until the building plan specifications and plot plan have been reviewed in advance by the Board and the same have been approved in writing. The review and approval may concern, without limitation, topography, finish ground elevations, landscaping to reduce fire risk, material and design affecting fire risk, drainage, size, height, conformity to the terrain and other standards set forth in this Declaration or reasonably related to the implementation of those standards. The review shall not concern architectural style or design, except that exterior colors and finishes shall be natural tones and not bright colors or reflective surfaces.
- 4.8 Forest Land. All parts of the Lot that are not in the Building Area shall be Forest Land.

 A. Forest Land Generally. Forest Land shall be an area for trees and other plants and wildlife. Trees may be planted that are historically native to the area, including ponderosa pine, tamarack, Douglas fir or red fir, white fir, spruce, cottonwood and others. Understory plants include ceanothus, sage brush, willow, spirea, huckleberry and others. Numerous wildflowers and grasses are native to the area. The introduction of non-native plants that are invasive or may spread is prohibited. Trees shall be naturalized and not planted in rows or plantations. Species diversity shall be maintained. Open areas of brush and planted trees and meadow comprising up to one quarter of the Forest Land are permitted and encouraged.
- B. Maintenance. Maintenance to encourage healthy tree growth and reduce the risk of wild fire is permitted. Maintenance may include the operation of equipment such as chain saws, brush hogs, wood chippers and other power equipment. Hours of operation may be adopted by the Board. Evenings, early mornings and Sundays shall be quiet times.
- C. Fire in Forest Land. No camp fires or other recreational fires or fires of any kind are permitted in Forest Land during summer months of June through September. The fire ban shall follow dates established by regulatory bodies with jurisdiction, generally from mid-May through mid-October. At other times, with adequate moisture or snow, fires are encouraged to reduce fuel load and consume branches and smaller debris from thinning and clearing. Due to the proximity of buildings, no controlled burns are permitted (that is, ground fires without defined borders intended to reduce fuel by spreading and consuming brush and forest litter), and all fires shall be piles of fuel with adequate space around them to control them and prevent spreading. All fires shall be attended by the Owner or a contractor or other person authorized by the Owner. Debris piles shall be situated so as not to kill or injure surrounding trees. In general, limbs and other woody debris less than three (3) inches in diameter shall be burned or chipped to eliminate fuel for wild fire. Larger tree trunks greater than eight (8) inches diameter shall be retained, in contact with the ground, to encourage decomposition and introduction of organic matter to the

- soil. All fire use and land management shall comply with the Wildland Urban Interface Fire Prevention Plan prepared for the Property, which is incorporated herein by reference.
- D. Water in Forest Land. Check dams, impoundments and ponds are permitted, especially to capture and store or allow infiltration to ground water of snow melt and other run off.
- E. Timber harvest in Forest Land. Timber shall be harvested by selective cutting, or by clear-cutting in a patchwork of not more than three (3) acre clearings. Cutting intervals shall be greater than one hundred (100) years for any clear cut. The Board shall have the power to adopt and enforce standards for timber harvest.
- F. Improvements Permitted. Improvements that are permitted outside the Building Area and within the Forest Land include the following, and are limited to the following: a single lane driveway to reach from the Building Area to the public road, which may include any future underground utilities to serve permitted use of the Building Area, along and under the driveway, a gate at the public road and at the entrance from the common driveway for Lots 8, 9 and 10, a mailbox in the event of mail service, and signs. Small recreational structures, such as benches, wildlife blinds, playhouses or tree forts, and temporary recreational structures such as tents are permitted outside the Building Area. Provided the total area or footprint of all the foregoing does not exceed five hundred (500) square feet, and no one structure shall exceed one hundred and fifty (150) square feet. No improvements of any kind are permitted in the setback areas provided for herein. No lighting shall be installed along the driveways or elsewhere outside the Building Area.
- 4.9 <u>Provisions Related to Off-Grid Use of Lots</u>. The Lots have the advantage of being "off grid", that is, free from public services associated with higher density use and human development, fees and charges, and reductions in wildlife, forest land and natural areas. It shall be the responsibility of the Owners of the Lots to provide those services adequate to their needs and use of the Property.
- A. Water. Water shall be supplied by a well, drilled or constructed, and repaired, used and maintained in compliance with law. Alternatively, water shall be brought to the Lot as needed for camping. Or, water shall be stored in a cistern or tank.
- B. Sewer. Sewage disposal systems shall be installed and constructed in a location and according to the standards of applicable governmental regulations, and shall be used and maintained by the Owner in compliance with law.
- C. Generator or solar power or other energy production. Electric power desired by the Owner or required by governmental regulation may be produced or collected on the Lot by a gas or propane generator, or by solar panels, and stored in a battery or batteries. Any such facilities shall be constructed and situated to reduce the risk of fire and other hazards. Generators shall be quiet, and not operate from the hours of 10 p.m. to 7 a.m. No energy production devices, including but not limited to generators of any kind, and wind or solar energy devices, and no antennae, satellite dishes and similar outside equipment shall be constructed or maintained on any portion of the Property without the approval of the Board, which may regulate the placement and use of such equipment based on Association Rules for noise, glare and other impacts to the Property. This paragraph shall not apply to solar energy panels or shingles that are on the roof of

- a permitted building in the Building Area. Provided further, that energy production and conservation devices are to be encouraged, and are reasonably necessary to the use of these offgrid Lots and the Board may not prohibit solar devices, groundwater-source heating or cooling, or other devices but may only require reasonable efforts to reduce the impact of such equipment on other Lots.
- D. Trash. There is no trash pick-up or recycling program at the Property. All trash or waste shall be removed from the Lots promptly, and not left unattended due to the possible attraction of animals, unsightliness and smell. Provided, vegetable food waste, but not meat or other animal products, may be composted and disposed of on-site in a container that is bear proof and protected from rodents. No trash shall be burned nor buried on any Lot.
- E. Telephone and internet access. Satellite dishes may be installed to improve telephone and internet access, subject to approval by the Board for placement within the Building Area at a location not visually objectionable.
- F. Winter access and snowplowing. The Valley County road department does not currently plow snow on the public roads fronting the Property. Plowing stops on Paddy Flat Road approximately three miles from the Property, where there is a snowplow turn-around and nearby parking permitted for snowmobiles and other snow machines and trailers. Plowing may be permitted by private parties at their expense, subject to road department approval. However, plowing exposes the road surface to freeze-thaw cycles in the spring and fall, which create damage and attendant maintenance expense. Plowing also would interfere with existing patterns of winter recreation. The Association will not plow nor encourage Valley County to plow the road for a period of at least three (3) years from recording of this Declaration. At that time, the question may be revisited, considering the Owners' desires regarding use of the Lots in winter, public winter recreation, the potential development of other properties on Paddy Flat Road, expense, and other pertinent information. In the meantime, winter access to the Lots shall be by snow machine, or on foot or skis or snowshoes.
- 4.10 No Further Subdivision. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole Lot be conveyed by the Owner thereof without the prior written approval of the Board; provided, however, that nothing in this section shall be deemed to prevent an Owner from, or require the approval of the Board for, transferring or selling any Building Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property. Portions of Forest Land may be conveyed from one Owner to another Owner of Lots 1 through 10, upon application to the Board in writing and a determination by the Board that such sale does not impair the function of this Declaration or the Association, or conflict with the purposes of this Declaration, and upon compliance with any applicable subdivision or other governmental regulations. No such conveyance shall increase the number of Building Areas within the Property or otherwise increase the impact of human use of the Property. No Forest Land and no portion of the Property shall be used to calculate or allow an increase in permitted housing or other density or use on the Property or any adjacent or nearby property under any subdivision or other regulatory standards.

- 4.11 Signs. No sign of any kind shall be displayed to the public view without the approval of the Board, except such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots, and except such signs of customary and reasonable dimensions as prescribed by the Board as may be displayed on or from a Building Lot identifying the Owner or resident, the street address, or advertising the residence for sale or lease. Any customary "for sale" or "for lease" signs not more than three (3) feet by two (2) feet shall not require Board approval. Temporary signs naming the contractor, the architect and the lending institution for a particular construction operation may be placed on the Property without approval of the Board. A sign or other fixed means of displaying the street number of every Lot is required for emergency services identification of the Lots, promptly following assignment of such street number addresses.
- 4.12 <u>Nuisances and Noxious Weeds</u>. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property. No odor shall be permitted which would render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. No noise, vibration, glare, light or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other Lot or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used or placed on any part of the Property without the prior written approval of the Board. No noxious or invasive weeds shall be permitted anywhere on the Property, and it shall be the obligation of the Owners of the respective Lots to control or eradicate noxious weeds and invasive plants in accordance with law.
- 4.13 <u>Wetlands and Drainage</u>. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Board. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise which exists at the time the overall grading to any portion of the Property is completed by Grantor or a Lot Owner, or any plans approved by the Board, which may include drainage from one Lot to another Lot. Wetland areas of the Property shall not be graded, filled or built on with structures or other Improvements, including without limitation the drainway beginning along Lot 4, extending through Lot 3 and between Lots 1 and 2. Provided, wetland areas may be disturbed where necessary, if and to the extent permitted by law, for the construction of check dams, ponds or impoundments, or for trail crossings, pedestrian bridges or boardwalks.
- 4.14 <u>Grading</u>. The owner of any Lot in which grading or other work has been performed shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices so as to prevent erosion and stabilize disturbed areas.

- 4.15 <u>No Hazardous Activities</u>. No activities shall be conducted on the Property and no improvements constructed on any Lot which are or might be unnecessarily or abnormally hazardous to any person or property.
- 4.16 <u>Unsightly Articles</u>. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No equipment, containers, lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure appropriately screened from view.
- 4.17 <u>No Temporary Structures</u>. No house trailer, mobile home, tent (other than for camping or similar short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction or forestry activity undertaken on the Property.
- 4.18 <u>No Unscreened Boats, Campers and other Vehicles.</u> No boats, trailers, campers, and no dilapidated or unrepaired and unsightly automobiles, vehicles or similar equipment shall be placed upon any portion of the Property unless the same are enclosed by a structure concealing them from view. Provided, boats, trailers or campers in use by an Owner may be parked in driveways periodically, for not more than twenty-four (24) hours at a time.
- 4.19 <u>No Mining or Drilling.</u> No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth for sale or use off the Property. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a building, nor the movement of earth or stone in connection with permitted uses within the Building Area, nor the use of stone within the Forest Land for retaining walls or landscaping or other uses on the Lot.
- 4.20 <u>Vehicles</u>. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Property. No motorized vehicle or device shall be permitted on any Lot, outside the Building Area and driveway, without the written approval of the Board unless such vehicle is engaged in permitted uses of Forest Land. The recreation use of dirt bikes or ATVs or similar vehicles for trail riding or otherwise, is prohibited on the Property.
- 4.21 <u>Animals/Pets</u>. No animals, including pets, birds, insects or animals of any kind, shall be kept on the Property unless the presence of such animal does not constitute a nuisance as reasonably determined by the Board. Household pets of an Owner shall be permitted only if they are kept within the Building Area, contained within a fence, electric fence, run or other

enclosure, or under direct control by leash or voice command or other means. Pets shall be on leash or other direct control when on Forest Land, and at no time shall they enter on to another Lot or unreasonably bother or constitute a nuisance to other Owners. Persistently barking dogs are prohibited. Cats shall be kept indoors or in an enclosure and shall not be permitted to hunt birds or other animals. Dogs or other pets shall not be permitted to run deer or harass or injure wildlife. It is the responsibility of the Owner, and not of the Association nor of the wildlife, to prevent conflicts between pets and wildlife that may result in harassment, injury or death to either pets or wildlife. This includes, without limitation, owls and hawks, coyotes, bears and cougars, which may be present on the Property. Horses, cattle and other larger livestock and grazing animals shall be prohibited on all Lots except Lot 3, which has adequate acreage and a meadow suitable for limited grazing. If livestock is placed on Lot 3, it shall be tethered or fenced, and a fence of the meadow shall be permitted, other provisions of this Declaration notwithstanding.

- 4.22 <u>No Hunting or Shooting</u>. No hunting shall be permitted on any portion of the Property, and no discharge of firearms or shooting of any kind, whether for hunting or target practice or otherwise. No traps, poison or bait nor other means of killing animals or wildlife shall be permitted. Provided, mouse traps and other mechanical means of rodent control shall be permitted in buildings in the Building Area.
- 4.23 <u>Wood Stoves</u>. Wood stoves and other wood burning furnaces or devices are permitted in the Building Area of each Lot, but shall be limited to one (1) on each Lot.
- 4.24 <u>Building and Landscaping and Fire</u>. There is no requirement that a house be constructed on a Lot within a particular time frame or at any time. Single Family use and permitted accessory uses may be open air camping, tent camping, in a recreational trailer or recreational motor vehicle, yurt or similar gathering place. The Board shall have no power to require construction of a house. Provided, the Owner shall control weeds, and maintain the property in a clean and safe condition free of debris or any hazardous condition, and shall comply with other applicable Association Rules. The Owner shall have responsibility for all wildland urban interface or other fire regulations, and storm water and erosion and sedimentation control measures required by law or regulation, before, during and after construction, and the same shall not be the responsibility of the Association nor Grantor (except on those Lots owned by the Grantor).

The Board may adopt rules regulating landscaping permitted and required, especially such rules as the Board may deem necessary to implement fire safety control measures. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board, upon five (5) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a

Limited Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article VIII.

- 4.25 Owner Occupancy. The Owner of the Building Lot or Property Unit shall be required to occupy the Building Lot as Owner's primary residence, or a secondary residence. No other person or persons shall occupy the Lot, neither as a tenant nor as a gratuitous long-term guest, except for parents or adult children with or without the Owner in residence. The Board may allow reasonable and temporary exemptions, upon application to the Board and the Board's approval in writing, and subject to such conditions as the Board may deem appropriate. Such exemptions may include, but are not limited to, ownership by a trust or estate, or rental when the Owner is out of the area in connection with a move or business transfer. Permitted accessory residential use is not subject to this section. Provided, Grantor is exempt from this provision, unless and until the Grantor has conveyed a Lot to a third party.
- Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to modify or resubdivide any portion of the Property owned by Grantor, to grant licenses, to reserve rights-of-way and easement with respect to utility companies, public agencies or others, or to complete excavation, grading and construction of improvements to and on any portion of the Property owned by Grantor, to alter the foregoing and its construction plans and designs, or to construct such additional improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains in the ownership of Grantor or either of them. Such right shall include, but shall not be limited to, erecting, constructing and any other thing or action reasonably necessary for the conduct of its business of completing the work and disposing of the Property by sale, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the property development and disposal of the Property. Grantor need not seek or obtain approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. No fees or dues shall be payable hereunder, nor may any fee, dues, or cost of any kind be imposed on Grantor or any Lot of Grantor by the Association, any provision hereof to the contrary notwithstanding. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest to any portion of Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the County Recorder. If not so assigned, such exemption shall terminate as to any Building Lot upon conveyance by Grantor to a third party.

ARTICLE V

PADDY SUMMIT HOMEOWNERS ASSOCIATION

5.1 <u>Organization of the Association</u>. The Association shall be organized by Grantor as an Idaho corporation under the provisions of the Idaho Code relating to general non-profit

corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws and this Declaration.

- Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void.
- 5.3 Voting. Voting in the Association shall be carried out by the Owner.
- 5.4 <u>Board of Directors and Officers</u>. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The initial Board of Directors of the Association shall be appointed by the incorporators or their successors and shall hold office until the first annual meeting, at which time a new Board of Directors shall be elected in accordance with the provisions set forth in the By-Laws.
- Power and Duties of the Association. Notwithstanding the generally broad powers and duties set forth below, the purpose of the Association is limited, and its powers and duties shall be limited proportionately. The only physical things the Association has to maintain, repair or reconstruct are the trail system and the Perimeter Fence. This shall be done by renting equipment and using the volunteer labor of the Owners and their families, or by hiring contractors. The only administrative obligations and functions of the Association are the enforcement of this Declaration and rules adopted by the Board, in order to create and maintain a harmonious forest neighborhood of limited building and improvement and use. The Association shall not own or purchase any vehicle or equipment or property of any kind, except for files and record-keeping and things incidental to administration. The Association shall not own or purchase any clubhouse or common area or real property of any kind. The Association shall be financed by a limited budget adequate to cover the year's expenses, but shall not accumulate any reserves or other funds. No assessment may be imposed except for the limited purposes stated.
- 5.5.1 <u>Powers</u>. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, this Declaration and any Supplemental Declaration which Grantor might adopt. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, the Articles and By-Laws, and to do and perform any and all acts which may be necessary to, proper for or incidental to the Association including without limitation:

- A. <u>Assessments</u>. The power to levy Assessments on any Owners or any portion of the property and to require and enforce payment of such Assessments, all in accordance with the provisions of this Declaration.
- B. <u>Right of Enforcement</u>. The power and authority from time to time in its own name, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Association rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.
- C. <u>Delegation of Powers</u>. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.
- D. <u>Association Rules</u>. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. provided, however, that any Association Rules shall apply equally to all Owners, and shall not be inconsistent with this Declaration, the Articles or By-Laws or any Supplemental Declaration Grantor may adopt pertaining to any portion of the Property. A copy of the Association rules and regulations, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Property. Upon such mailing or delivery and posting, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such rules and any other provisions of this Declaration, or any Supplemental Declaration, or the Articles or By-Laws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, such Supplemental Declaration, the Articles or the By-Laws to the extent of any such inconsistency.
- E. <u>Emergency Powers</u>. The power, exercised by the Association or by any person authorized by it, to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property, including especially but without limitation fire or wild fire. Such entry shall be made with reasonable notice when possible, and as little inconvenience to the Owner as practicable, and any unnecessary damage caused thereby shall be repaired by the Association.
- 5.5.2 <u>Duties</u>. In addition to duties necessary and proper to carry out the power delegated to it by the Declaration and/or the Articles, 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:
- 5.5.2.4 <u>Insurance</u>. Obtain, 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 the following policies of insurance:

- A. Comprehensive public liability insurance insuring the Board and the Association against any liability incident to the ownership or purported or alleged ownership of the Trails and/or use of any real property or interest therein owned or acquired by the Association. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Hundred Thousand Dollars (\$100,000) per occurrence with respect to property damage.
 - B. Full coverage directors' and officers' liability insurance.
- C. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- 5.5.2.5 <u>Rule Making</u>. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.
- 5.5.2.6 <u>Enforcement of Restrictions and Rules</u>. Perform such other acts, whether or not expressly authorized by this Declaration or any Supplemental Declaration, as may be reasonably advisable or necessary to enforce any of the provisions thereof, or of the Articles or By-Laws.
- 5.5.3 <u>Limitations on Powers</u>. Any provision of this Declaration to the contrary notwithstanding, the following limitations on the power of the Association and its Board shall apply. The Association shall not engage in or enter into any business activity unrelated to the management and operation of the Association. The Association shall not invest in or expend Association funds in any business activity, stock, bond or other instrument or interest in such activity. All funds of the Association shall be held in a federally insured bank account. The Association shall incur no long-term indebtedness, none over twelve (12) months and none in excess of one year's Regular Assessments.
- 5.6 <u>Personal Liability</u>. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or any Committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by him, has acted in good faith without willful or intentional misconduct.
- 5.7 <u>Budgets and Financial Statements</u>. Financial Statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

- 5.7.1 A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year.
- 5.7.2 A balance sheet, as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Lot and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. The operating statement shall include a schedule of assessments received and receivable, identified by the lot number and the name of the person or entity assigned.
- 5.7.3 Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its fiscal year. Copies of balance sheet shall be distributed to each Member within ninety (90) days after the end of each fiscal year.
- Meetings of Association. Each year the Association shall hold at least one meeting, according to the schedule for such meeting established by the By-Laws. Notice for all Association meetings shall be given by regular mail or email to all Owners not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Delegates representing Owners holding at least fifty percent (50%) of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Owner(s) present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any three Owners shall constitute a quorum.

ARTICLE VI

<u>ASSESSMENTS</u>

- 6.1 <u>Covenant to Pay Assessments</u>. By acceptance of a deed to any Lot, each Owner hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or any Supplemental Declaration or other applicable instrument.
- 6.1.1 <u>Assessment Constitutes Lien</u>. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on

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the land and shall be a continuing lien upon the Lot against which such Assessment or charge is made.

- 6.1.2 <u>Assessment is Personal Obligation</u>. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them but shall remain personal obligation regardless of whether he remains an Owner.
- 6.2 <u>Regular Assessments</u>. All Owners, including the Grantor, are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board of the Association.
- 6.2.1 <u>Purpose of Regular Assessments</u>. The Regular Assessments are to be used to pay for all costs and expenses incurred by the Association for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for replacement of those elements of the Common Areas or other property of the Association that must be replaced on a regular basis (collectively "Expenses").
- 6.2.2 <u>Computation of Regular Assessments</u>. The Association shall compute the amount of its Expenses on an annual basis by making advance estimates of the expected Expenses for the coming year. The Board can require, in its discretion or as provided in the Articles or By-Laws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments.
- 6.2.3 <u>Amounts Paid by Owners</u>. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed by dividing the amount of the annual estimated budget by the number of Lots, namely ten (10).

8.3 Special Assessments.

6.3.1 <u>Purpose and Procedure</u>. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses, for any reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that calendar year, without the vote or written assent of the Owners. The Board shall, in its discretion, determine the schedule according to which such Special Assessment will be paid.

- 6.3.2 <u>Consistent Basis of Assessment</u>. Every Special Assessment shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.
- 6.4 <u>Limited Assessments</u>. 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 the Owner's Lot into compliance with the provisions of this Declaration and Association Rules.
- 6.5 <u>Uniform Rate of Assessment</u>. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Lot.
- 6.6 Assessment Period. The Assessment period shall be the calendar year.
- Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owners of each Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against the Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments and no Owner may exempt himself from such liability by a waiver of the use or enjoyment of any benefit of the Association, or by lease or abandonment of the Owner's Lot.
- 6.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not to the knowledge of such Association a particular Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on such certificates may not extend to any default as to which the signer shall have had no actual knowledge.

ARTICLE VII

ENFORCEMENT OF ASSESSMENTS; LIENS

Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof or the provisions of any applicable Supplemental Declaration. Each Owner of a Lot upon becoming an Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration or any applicable Supplemental Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the 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 in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or such Board may exercise the power of foreclosure and sale pursuant to Section 9.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

7.2 Assessment Liens.

- 7.2.1 <u>Creation</u>. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration or any Supplemental Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provision of this Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Valley County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.
- 7.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the Office of the Valley County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same have been assessed, and the name of the record owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.
- 7.3 <u>Method of Foreclosure</u>. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to

make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale 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 or foreclosure.

- Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot described in such notice of delinquency and claim of lien, and a copy thereof is recorded by the Association in the Office of the Valley County Recorder.
- 7.5 <u>Subordination to Certain Trust Deeds</u>. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 9.6 with respect to a first mortgagee who acquires title to a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.
- 7.6 <u>Rights of Mortgagees</u>. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Lot shall remain subject to this Declaration as amended.

ARTICLE VIII

INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

- 8.1 <u>Member's Rights of Inspection</u>. The membership register, books of account and minutes of meetings of the Board and committees of an Association shall be made available for inspection and copying by any Member of the Association or by his duly appointed representatives, at any reasonable time and for a purpose reasonably related to his interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe.
- 8.2 <u>Rules Regarding Inspection of Books and Records</u>. The Board shall establish reasonable rules with respect to:

- 8.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.
- 8.2.2 Hours and days of the week when such an inspection may be made.
- 8.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article.
- 8.3 <u>Director's Rights of Inspection</u>. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association of which he is a Director, and the physical properties owned or controlled by such Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE IX

EASEMENTS

- 9.1 Common Driveway Easement for Lots 8, 9 and 10.
- A An easement shall exist and is hereby declared, granted and conveyed for use in common by the Owners of Lots 8, 9 and 10, for travel and for potential future underground utilities, to and from the public road (Paddy Flat Road) abutting the said Lots and the Building Area and other parts of the said Lots.
- B. The easement shall be located on the narrow 30 foot wide "flagpole" of each Lot, bounded and described according to the legal description attached and made part hereof as Exhibit D.
- C. The easement shall be owned in common by the Owners of Lots 8, 9 and 10, and their heirs, personal representatives, successors and assigns. The easement shall run with the land, with the ownership of Lots 8, 9 and 10. It shall not be the property of the Association. The Association shall have no power to amend the easement, and the easement shall survive any amendment or termination of this Declaration or of the Association.
- D. Within the said easement area, a single driveway shall be constructed, used and maintained. The driveway shall be of gravel, 12 ft wide, for one lane of travel, with such eight foot wide one-lane turnouts of dirt or gravel as may be necessary to allow vehicles to pass each other safely. The height of the easement shall be 14 feet above the driveway surface. Any limbs shall be trimmed to 14 ft. No vehicle higher than 14 feet shall be permitted.
- E. The driveway surface shall not be paved or any surface except gravel, and no owner shall be required to contribute to paving or any more expensive surface than gravel, except upon unanimous consent in writing, duly executed and recorded as an amendment to this easement. The balance of the easement area shall be maintained as forest and natural vegetation.
- G. Underground utilities shall be permitted to be installed.
- H. No storage, no parking, and no other use of the easement area shall be made. No obstructions to travel shall be placed or suffered to exist in the easement area.
- I. No second or third parallel lane shall be installed.

- J. Regular vehicle travel shall be limited to passenger vehicles and light trucks under one ton capacity. Intermittent use shall be permissible for larger trucks associated with construction and maintenance of permitted uses within the Building Area of each Lot, forestry and logging on the Lots, moving vans and other uses reasonably necessary to the permitted uses of the Lots described herein. Any damage by such heavier intermittent use shall be promptly repaired by the Owner undertaking or authorizing such use. If the Owner fails to make prompt repair, after written notice to the Owner and continued failure to repair, the repair shall be undertaken upon the majority vote of the three Owners and assessed and reimbursed.
- K. Motor vehicles using the easement shall yield to bicycles and pedestrians using the easement, including bicyclists and pedestrians using the driveway as part of the Trail Easement separately established as part of the Association of which Lots 8, 9 and 10 are a part.
- L. The speed limit for travel shall be fifteen (15) miles per hour.
- M. The type, quantity and contractor or other means of maintenance needed to maintain the driveway surface shall be decided by majority vote of the three Owners, at the property after review of the driveway condition. The review shall occur the first Saturday in June of each year or at any other time and place mutually agreeable. The costs shall be divided equally between all three Lot Owners from the public road to the point at which Lot 8's driveway diverges, equally by the owners of Lots 9 and 10 from that point to where Lot 9's driveway diverges and shall be borne solely by Lot 10 beyond that.
- N. The easement shall not be plowed clear of snow and there shall be no costs for winter maintenance except upon unanimous agreement in writing of the Owners of Lots 8, 9 and 10. The driveway may be used in winter for access by snowmobile or tracked vehicle, or on foot or skis.
- O. The balance of the easement area or Lot "flagpoles" shall be maintained as Forest Land, according to the same standards for setback buffer areas provided elsewhere in this Declaration.

9. 2 Bicycle and Walking Trail Easement.

An easement shall exist and is hereby declared, granted and conveyed in favor of all Owners for walking and bicycling over the trail running over each other's Lots, located as shown on the attached Exhibit E, incorporated herein by reference, all subject to the following provisions.

- A. The easement may be used by the Owners and members of their immediate family, guests accompanied by the Owners or family, and by anyone renting a Lot as tenant of Owners.
- B. The easement may be used from dawn to dusk only.
- C. The easement may only be used by people on foot, including snowshoeing and skiing in the winter, and people on bicycle. No motorized vehicles shall be permitted, except for electric bicycles not over 250 watts, and except for maintenance vehicles authorized by the Board. Provided, reasonable accommodation shall be made for persons with physical disabilities, including wheelchairs, which may be motorized.
- D. The trail within the easement shall have a surface of native dirt and stone, and may be improved at the option of the Board in places with stone or gravel, log or lumber, to cross wet or eroded places, or for other improvements. Any Owner or person using the trail shall be responsible to inspect its surface and other conditions (such as fallen trees or washouts) and shall

use the trail only at their own risk. Any Owner or person using the trail shall and does hereby indemnify the Association and the Owner of Lots on which the trail is located, and hold them harmless from and of any suit, claim, or cause of action arising out of or associated with the use of the trail, including, without limitation, personal injury or death.

- E. The trail shall be used in a responsible manner to prevent erosion and unnecessary wear and tear. Users of the trail shall stay on the trail surface and not take access to any other part of the lot crossed by the trail. Provided, the Owner of a Lot that is crossed by the Trail Easement shall have the right to construct, use and maintain a side trail from a single location on the Trail Easement to the Building Area of the Lot.
- F. The trail shall only be used for moving pedestrian and bicycle traffic, and not for picnicking or camping or any other use of any kind whatsoever. Bicyclists and pedestrian users shall use the trail courteously and with consideration to other users and Lot owners. Bicycle users on the trail shall yield right-of-way to pedestrians. Downhill bikers shall yield to uphill bikers. Speed shall be reasonable and at all times under control and capable of stopping to avoid obstacles and to yield to other users. If anyone is determined by the Board to have used the trail in violation of any provision hereof, the Board may suspend the right of that person and/or the Owner of the Lot by which the said person claims right to use the trail as family member, guest, tenant or otherwise, for a suspension period up to one calendar year. This is in addition to such other rights and remedies provided herein or otherwise available at law.

ARTICLE X

MISCELLANEOUS

10.1 <u>Term.</u> The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least eighty percent (80%) of the voting power of the Association and such written instrument is recorded with the Valley County Recorder.

10.2 Amendment.

- 10.2.1 <u>By Grantor</u>. Until the close of escrow for the sale of the first Lot, the provisions of this Declaration may be amended or terminated by Grantor by recordation of written instrument setting forth such amendment or termination. For the purposes of this Declaration, the close of escrow shall be deemed to be the date on which a deed granting a Lot is recorded in the Office of the Ada County Recorder.
- 10.2.2 <u>By Owners</u>. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article, may be amended by an

DECLARATION OF CC&Rs, PADDY SUMMIT SUBDIVISION, Page 24

instrument in writing signed and acknowledged by the Owners representing eighty percent (80%) Association (that is, the Owners of eight (8) or more Lots, and such amendment shall be effective upon being recorded with the Valley County Recorder.

- 10.3 <u>Violations and Nuisances</u>. The failure of any Owner to comply with any provision hereof or any provision of the Articles or By-Laws is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner or Owners of Lots for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.
- 10.4 <u>Violation of Law</u>. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the Enforcement procedures set forth in this Declaration.
- 10.5 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.
- 10.6 <u>Non-Waiver</u>. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision or any other provision hereof.
- 10.7 <u>Interpretation</u>. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.
- 10.8 <u>Restrictions Construed Together</u>. All of the articles and provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the Declaration.
- 10.9 <u>Restrictions Severable</u>. Notwithstanding the provisions of the foregoing Paragraph, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.
- 10.10 <u>Singular Includes Plural</u>. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- 10.11 <u>Captions</u>. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

10.12 Successors and Assigns. All reference		
person shall be construed to include all succes	sors, assigns, and author	ized agents of such
Grantor, Owners, Association or person.		
IN WITNESS WHEREOF, Grantor Three Fift		
hereunto set its and his hand and seal this	day of	, 20
THREE FIFTY-NINE., LLC an Idaho Limited Liability Company By:		
James M. Neill, Member		
JAMES M. NEILL		

State of Idaho)	
) ss.	
County of Valley)	
to be a member of Three Fifty	, 20, before me, the undersigned, a Notary e, personally appeared James M. Neill, known or identified to me y-Nine, LLC, an Idaho limited liability company, that executed the knowledged to me that such limited liability company executed the
IN WITNESS WHEREOF, I year in this certificate first about	have hereunto set my hand and affixed my official seal the day and ove written.
	Notary Public for Idaho
	Residing at
	My commission expires:
State of Idaho)	
) ss.	
County of Ada)	
On this day of Public in and for the said Stat to be the person that executed executed the same.	
IN WITNESS WHEREOF, I year in this certificate first ab	have hereunto set my hand and affixed my official seal the day and ove written.
	Notary Public for Idaho
	Residing at
	My commission expires:
	My commission expires:

EXHIBIT "A"

The Property shall mean Lots 1 through 10, Block 1, Paddy Summit Subdivision, Valley County, Idaho, as shown on the plat prepared by Centurion Engineers, Inc., approved by Valley County, and recorded in the Valley County Office of the Recorder of Deeds.

PLATS

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PAGE INSTRUMENT NO.

BOOK

CW 1/16 COR. SEC. 21 FD ALUMINUM CAP PLS 11574

1,305.92

S89'41'02"W 572.94'

1/4 COR. SEC. 21 ALUMINUM CAP

SKET SKET

W 1/4 CO. FD ALUMINU. PLS 11574

17. 400.00' 16'58"W 564.71'

SITUATE IN A PORTION OF SECTIONS 20, 21 AND 29, TOWNSHIP 17 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO.



BOUNDARY: THE BOUNDARY WAS ESTABLISHED PER RECORD OF SURVEY INST. NO. 431375, MONUMENTS FOUND AND ACCEPTED ARE SHOWN HEREON. BASIS OF BEARING: THE BASIS OF BEARING FOR THIS SURVEY IS FROM THE NORTHWEST CORNER OF SECTION 21 TO THE SOUTHWEST CORNER OF SECTION 21.

M,92,21.00S

150.00

N26'21'01"W

See Detail C

570'09'59"E

4) 0.14 AC

75.

862,28

(9) 17.55 AC

N68'36'18"E 554.25'

1 NB9'55'11"E 390.40' 15 300.40'

200.17'54"W 2,658.68'

(S) 25 AC

Daoa Blat Road A

RECORDS USED: (ALL WITHIN VALLEY COUNTY, IDAHO)

RECORD OF SURVEY INST. NO. 431375 - BOOK 14, PAGES 52-53 CP&F NO. 119874 - SOUTHWEST CORNER SECTION 21

See Sheet 2 for Details

See Sheet 3 for Curve Table and Notes

W 1/16 COR. SEC. 21/28 FD ALUMINUM CAP PLS 11574

S89'19'45"W 1,309.37'

28 SW COR. SEC. 2 FD BLM BRASS CP&F 119874

576.17

20 62

Block 1

N58'06'17"E 158.92

Paddy Flat Road

To Farm to Market Road

S58.06,17"W

See Detail D

POINT OF BEGINNING

513,11

(10) 16.33 AC

229.12,

3 55.58 AC

N89'55'11"E 873.33'

NOO.17'59"E 1,713.26'





CENTURION ENGINEERS, INC. Consulting Engineers, Land Surveyors, Planners 2323 S. Vista Ave. Ste. 206 | Boise, ID 83705

PADDY SUMMIT SUBDIVISION SHEET 1 Of 5

CENTURION CACINECTS SANITARY RESTRICTIONS AS REQUIRED BY I.C. CODE 50-1326 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER, WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED. Sanitary Restriction Note 200.03,14,E 1,456.52 25' TYP. S00.03'14"E (1) 17.90 AC 100.001 See Detail B (2) 14.23 AC 35, TYP. 13"E 104.54"

Survey Narrative PURPOSE: THE PURPOSE OF THIS SURVEY IS TO CREATE 13 PARCELS.

1,275,16"

2

06.042 M"42'Y1'

6 0.49 AC

C44 C4338

.21

849.95

N89'55'11"E

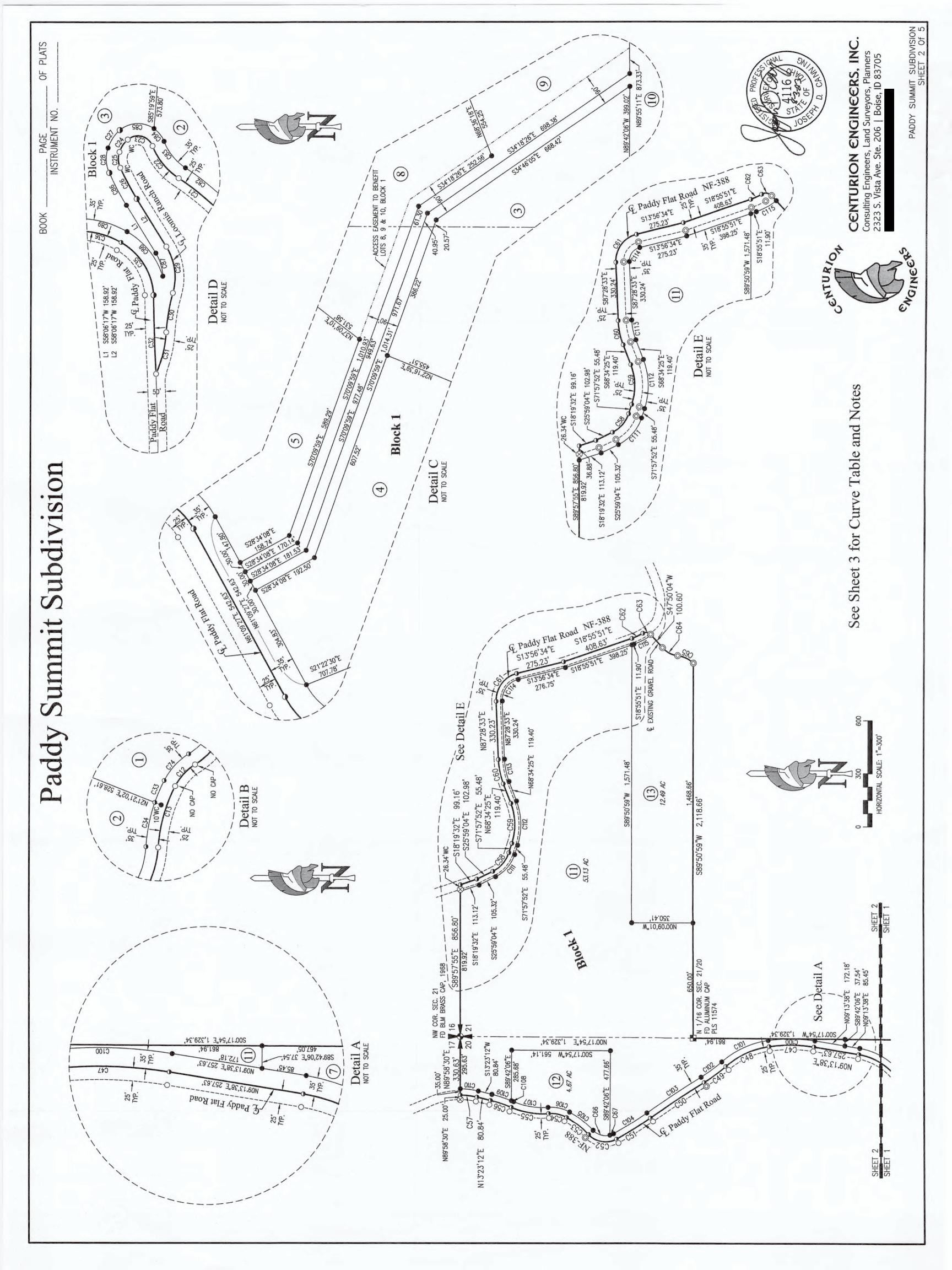
11.39°52°E 327.11°

297.64" NO0'17'54"E

NF-388

Block 1

8 38.45 AC



Paddy Summit Subdivision

PLATS

PF

PAGE INSTRUMENT NO.

BOOK

	CURVE	C53	C54	C55	0.56	C57	C58	C59	090	C61	C62	C93	C64	C65	990	290	890	690	020	27.0	673	C74	675	676	<i>C11</i>	C78	623	080	C81	C82	083	584	C85	C87	883	C89	060	C91	C92	C93	C94	C95	960	C97	638	660	C100	C101	C102	C103	C104
	CHORD DISTANCE	321.79'	278.15'	146.15	284.99*	127.41	103.81	75.95	98.37'	100.13	97.01	150.30'	82.94	179.80	205.93*	288.10	82.67'	244.55	101.61	169.87'	59.70	181.35	73.26	42.36'	44.53'	99.56	60.89,	70.51	132.69"	112.25'	121.35	222.81	67.56'	175.87	122.14'	187.19'	243.67	180.27'	354.05	199.89'	217.09'	89.49	87.75'	211.17	433.47'	252.89*	271.28'	153.23'	367.93	228.02'	159.31
Table	CHORD BEARING	S84.09,05"W	N89'28'44"E	S85.42'01"W	S89.46'54"W	S85.42'00"W	N87-43'52"W	N72'54'31"W	N59'36'48"W	N58'01'01"W	N75'18'23"W	N52'39'22"W	N47'18'35"W	N74.38'07"W	N65°54°56"W	N49*29*49*W	N71.12'03"W	N83'45'22"W	N36.39,29"W	N39'30'52"E	N60'28'02"E	N40 16 13 E	N14.02,20"E	N55'47'54"W	S87*04*03"W	S61*41*41*W	N55.47'54"W	S87.04'03"W	S81.48'47"W	N80'30'02"W	N76.32'20"W	N87.57'47"E	N66°58'47"W	N57'58'01"E	N15'06'30"E	N22'35'27"E	N39'57'56"E	N24'46'47"E	N5'56'50"E	N29.36'20"E	N36'22'48"E	N9'33'51"E	N9.35'42"E	N50'19'44"E	N49'06'37"E	NO.29'09"E	N24'40'14"W	N36.08'08"W	N33'16'07"W	N31.54'26"W	NG*19'24"F
Curve	ARC	360.92'	280.11'	147.95	286.90	128.98	106.43	76.15'	100.51	101.98	97.02	153.71	83.98'	181.06	210.36'	288.33	84.00,	244.88°	111.29'	180.41	60.24	140 42	85.59	42.87	45.62	99.63,	61.63'	72.23	136.55	112.46'	121.97	222.83	67.62'	183.46	123.39'	191.71	243.89	181.37	355.17	210.36	224.01	89.51	17.78	228.09	470.56'	253.87	275.03	153.42'	368.01	228.16'	171 47'
	RADIUS	220.00	682.32'	273.00	717.32	238.00	138.00,	300.00	140.00*	154.00,	1,653.00′	210.00	154.00	443.00'	295.00'	2,060.00'	136.00	1,365.00'	76.00	151.00	130.00	104.00	45.00	80.00	60.00	795.00'	115.00'	95.00	165.00	535.00	350.00'	5,000.00	478.00'	183.00	250.00	254.00'	1,645.00'	475.00	1,289.00'	191.00,	259.00	1,258.00′	1,215.00′	169.00	338.00'	832.00	480.00°	888.00	5,063.00'	1,898.00	120.001
	DELTA	93.29,20,	23'31'17"	31.03'03"	22.54'59"	31.03'04"	44.11'15"	14.32'40"	41.08,11"	37.56'35"	3.21'47"	41.56'14"	31.14,37"	23.25,02"	40.51,24"	8.01,10,	35'23'18"	10'16'43"	83.54,03"	68'27'20"	26.32.56	13 50 52	108'58'38"	30.42'15"	43.33'54"	7.10'48"	30'42'15"	43:33'54"	47.25,04"	12.02'37"	19.57'58"	2.33.12"	8.06,20"	57.26'19"	28'16'43"	43.14'41"	8'29'42"	21.52'38"	15.47,14"	63.06,14"	49.33,17"	4.04'36"	4.08,20"	77.19'47"	79*46*01"	17.28'59"	32'49'44"	9.53,57"	4.09'53"	6.53"15"	75.44,95"
	CURVE	15	C2	C3	2	53	90	C2	83	60	C10	C11	C12	C13	C14	C15	C16	C17	C18	C19	020	120	C23	C24	C25	C26	C27	C28	C29	C30	031	C32	C33	C35	636	C37	C38	C39	C40	C41	C42	C43	C44	C45	C46	C47	C48	C49	C50	C51	C52

0		_	_			-			_	_	_		-	•																																						
Curv	RADIUS	536.00	216.00	418.00	785.00	785.00	455.00	213.00	370.00	390.00	120.00	357.00	[719.13']																																							
	DELTA	18'07'19"	33.38'00"	27.38'48"	1.03'53"	8.33,01"	13.08'04"	45'58'52"	39.27'46"	18'54'11"	78'34'55"	17.49'55"	[22.51'49"]																																							
	CURVE	C105	C106	C107	C108	C109	C110	C1111	C112	C113	C114	C115	[0116]																																							
	CHORD DISTANCE	157.80	104.73	216.47	125.71	96.07	139.05	226.20°	139.58	196.31	68.18*	44.49,	97.56	99.93	98.15	22.12'	77.48'	84.81	73.78'	100.54	119.30'	124.34'	101.79	181.50	292.99*	103.95	238.28	54.82,	130,50'	75.77	189.99	96.10	46.15'	97.90,	103.94	68.25	162.10'	139.24'	161.40	248.85	193.55	363.66	163.26	246.43,	91.98	85.22	167.44	478.36	263.53'	291.06	147.19	370.47'
(continued)	CHORD BEARING	N38'02'57"E	N12'10'18"E	N9'10'42"E	N18'11'39"E	N6'49'10"E	S48'58'28"E	N88'18'17"E	S78'01'29"W	S53'14'01"E	S25.00,26"E	S8.22,36"W	S26'48'58"W	S25'15'16"W	S16.00'29"W	S21'46'43"E	S87'43'51"E	N72'54'32"W	S59'36'47"E	N54'28'15"W	N74*55'34"W	S52'29'47"E	N47'18'34"W	S65'54'56"E	N49*29*49*W	N71-12'04"W	S83'45'22"E	S36'39'46"E	S39*30*52"W	N60'28'06"E	N40'16'14"E	S50'56'12"W	N51'45'43"E	N2'43'36"W	S61.41'41"W	N73'19'23"E	N51'04'27"E	N15'06'30"E	S22'35'27"W	N39'57'56"E	N24'46'47"E	N5'56'50"E	S29.36'20"W	N36'22'48"E	N9.33,51"E	S9.35'42"W	S50'19'44"W	N49'06'37"E	NO.29,09"E	N24'40'14"W	S36'08'08"E	N33'16'07"W
Table	ARC	158.46	106.25	218.58'	125.86'	96.28	142.85	230.73	140.22	212.58	68.30'	48.21	99.78,	101.88	103.14"	22.17'	79.44	85.04	75.39'	101.77	119.32'	127.11	103.06	185.40'	293.23'	105.62	238.60	60.04	138.59	76.45'	190.46'	97.63	46.82	105.34'	104.01,	,90.69	166.09"	140.66	165.29'	249.08	194.73'	364.82	171.81	254.28'	92.00	85.24	180.85	519.29	264.55	295.08'	147.37	370.56
Curve	RADIUS	501.00	181.00	453.00	750.00	420.00	178.00,	335.00'	425.00'	155.00'	322.00	35.00'	136.00,	150.00°	95.00	95.00	103.00	335.00	105.00	189.00,	1,688.00	175.00,	189.00,	260.00°	2,095.00	171.00'	1,330.00	41.00,	116.00	165.00	788.00	159.00	80.00*	80.00	830.00	130.00	218.00	285.00′	219.00,	1,680.00	510.00	1,324.00	156.00	294.00,	1,293.00	1,180.00′	134.00,	373.00'	867.00	515.00	853.00'	5,098.00'
	DELTA	18.07,19"	33.38'00"	27'38'48"	9.36,24"	13'08'04"	45.58'52"	39.27'46"	18'54'11"	78'34'55"	12.09'13"	78'55'18"	42.02'15"	38'54'52"	62'12'15"	13.22'10"	44.11,19"	14.32'40"	41.08,09"	30.51,05"	4.03,01"	41.37'05"	31.14'38"	40.51,24"	8.01,10,	35'23'19"	10'16'43"	83'54'28"	68.27,19"	26'32'51"	13'50'53"	35'10'54"	33'31'52"	75'26'46"	7.10'48"	30'26'16"	43'39'10"	28'16'43"	43.14'41"	8.29'42"	21.52'38"	15.47'14"	63.06'14"	49.33'17"	4.04'36"	4.08,20"	77.19'47"	79'46'01"	17'28'59"	32.49'44"	9.53'57"	4.09'53"

Curve Table (continued)

Notes

le (continued)	1. ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE PADDY SUMM HOMEOWNERS' ASSOCIATION AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION PURSUANT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICT	REON ARE TO THE PADDY SUN E LOTS, WITHIN SAID SUBDIVIS VIS, CONDITIONS, AND RESTRI
CHORD BEARING CHORD DISTANCE	AMENDED AS INSTRUMENT NO.	, AS AMENDED AND AS MAY

- ALL LOTS SHOWN HEREON ARE SUBJECT TO AND GOVERNED BY THE PADDY SUMMIT HOMEOWNER'S ASSOCIATION.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
 - ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.

199.74

S9.10'42"W

201.70

124.98

N12'10'18"E

126.79

117.04

N17.39'42"E

117.15

14.59

N22.28'09"E

14.59

168.83

N38'02'57"E

169.53

ARC

- ALL LOTS ARE BEING SERVICED BY PRIVATE WELLS AND SEPTIC SYSTEMS TO BE PROVIDED BY THE INDIVIDUAL LOT OWNER AND APPROVED BY THE HEALTH AUTHORITY.
- FOR CONFORMANCE WITH IDAHO CODE SECTION 31-3805, THIS PROPERTY IS OUTSIDE OF ANY IRRIGATION ENTITY. NO IRRIGATION SURFACE IRRIGATION WATER IS BEING PROVIDED TO ANY PROPERTY. 6

166.39 249.83, 128.09

S48.58'28"E

170.94

104.08

N6'49'10"E

104.30

- THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE SECTION 50-1331 THROUGH 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT. ထ
 - ALL ROADS AND ROAD RIGHTS-OF-WAY ARE PUBLIC AND AFTER COMPLETION, WILL BE OWNED BY VALLEY COUNTY. ALL PROPERTIES SHOWN ON THIS PLAT ARE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF CONDITIONAL USE PERMIT NO. 22—25, PADDY SUMMIT SUBDIVISION AS RECORDED INSTRUMENT NO. 451664, AND AS MAY BE MODIFIED BY VALLEY COUNTY, IDAHO. 6

[285.07']

[S89'49'06"W]

1'49"] [719.13'] [286.97']

110.66

S27.50'47"E

111.11

151.98

N53.14'01"W

164.58

S78'01'29"W

128.67

N88'18'17"E

254.84

- ALL PROPERTIES SHOWN ON THIS PLAT ARE SUBJECT TO THE WILDLAND URBAN INTERFACE FIRE PREVENTION PLAN RECORDED AS INSTRUMENT NO. ______, VALLEY COUNTY, IDAHO. 10
 - ALL PROPERTIES SHOWN ON THIS PLAT ARE SUBJECT TO THE PADDY SUMMIT SUBDIVISION DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. ______, VALLEY COUNTY, IDAHO.
- 12.
- NO BUILDING IS ALLOWED WITHIN 50 FEET OF A CREEK 13.
- THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED. ALL LIGHTING MUST COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE. 14. 15
- NOTICE IS HEREBY GIVEN TO PROSPECTIVE PURCHASERS OF LOTS THAT THERE ARE, AT THE TIME OF RECORDING OF THIS PLAT, NO PUBLIC UTILITIES IN THE ROADS ABUTTING THE LOTS AND NONE ANTICIPATED TO BE AVAILABLE TO PROVIDE WATER, SEWER, ELECTRIC, NATURAL GAS, TELEPHONE, CABLE OR INTERNET, TRASH COLLECTION OR OTHER SERVICE. EACH LOT OWNER SHALL INSTALL AN ON-SITE SEPTIC SYSTEM, WATER WELL OR CISTERN, GENERATOR OR SOLAR COLLECTOR OR OTHER POWER SOURCE, AS THE OWNER'S USE OF THE LOT MAY REQUIRE, ALL IN ACCORDANCE WITH LAW AND REGULATORY REQUIREMENTS AT TIME OF INSTALLATION. CELL TOWER TELEPHONE AND INTERNET SERVICE IS NOT GUARANTEED. TRASH MUST BE DISPOSED OF OFF THE PROPERTY AT AN APPROVED LOCATION. ONLY ONE WOOD BURNING DEVICE IS ALLOWED ON EACH LOT. 16.





S31.54'26"E

223.95

1,863.00

6.53,15"

CENTURION ENGINEERS, INC. Consulting Engineers, Land Surveyors, Planners 2323 S. Vista Ave. Ste. 206 | Boise, ID 83705

PADDY SUMMIT SUBDIVISION SHEET 3 Of 5

PLATS

PF

INSTRUMENT NO.

BOOK

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED DO HEREBY CERTIFY THAT IT IS THE OWNER OF A CERTAIN TRACT OF LAND TO BE KNOWN AS PADDY FLAT SUMMIT SUBDIVISION, AND THAT IT INTENDS TO INCLUDE THE FOLLOWING DESCRIBED LAND IN THIS PLAT:

A PARCEL OF LAND SITUATE IN A PORTION OF SECTIONS 20, 21 AND 29, TOWNSHIP 17 NORTH, RANGE 4 EAST, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21, WHICH BEARS SOOT/754"W, 2,652,68 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 21, WHICH SECTION CORNER OF SAID SECTION 21, WHICH SECTION CORNER OF SAID SECTION 21, WHICH SECTION 29 TO THE CENTERLINE OF SAID SECTION 29 TO THE CENTERLINE OF SAID SCHOOL SEARCH ROAD.

THENCE STORY 21, WHICH SECTION CORNER DEFLECTING TO THE CENTERLINE OF SAID LOADS RANCH ROAD.

THENCE THE FOLLOWING COUNSES AND DISPARCES AND THE CENTERLINE OF SAID CHEET, A CENTRAL ANGLE OF 2254/59", A LONG CHORD OF 127.4 FEET ALONG A NON-TANGENT CURPE DEFLECTING TO THE REGIT, WITH A RADIUS OF 138.00 FEET, A CENTRAL ANGLE OF 447/115", A LONG CHORD OF 127.4 FEET ALONG A TANGENT CURPE DEFLECTING TO THE REGIT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 1472/40", A LONG CHORD OF 127.4 FEET ALONG A TANGENT CURPE DEFLECTING TO THE REGIT, WITH A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 1472/40", A LONG CHORD OF 157.59 FEET ALONG A TANGENT CURPE DEFLECTING TO THE REGIT, WITH A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 1472/40", A LONG CHORD OF 98.37 FEET ALONG A TANGENT CURPE DEFLECTING TO THE REGIT, WITH A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 4175", A LONG CHORD OF 99.37 FEET ALONG A TANGENT CURPE DEFLECTING TO THE REGIT, WITH A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 375.95", A LONG CHORD OF 99.37 FEET ALONG A TANGENT CURPE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 375.97", A LONG CHORD OF 100.13 FEET ALONG A TANGENT CURPE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 156.00 FEET, A CENTRAL ANGLE OF 375.97", A LONG CHORD OF 190.30 FEET ALONG A TANGENT CURPE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 156.00 FEET, A CENTRAL ANGLE OF 41557", A LONG CHORD OF 190.30 FEET ALONG A TANGENT CURPE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 156.00 FEET, A CENTRAL ANGLE OF 41557", A LONG CHORD OF 286.10 FEET ALONG A TANGENT CURPE DEFLECTION TO THE RIGHT, WITH A RADIUS OF 156.00 FEET, A CENTRAL ANGLE O

244.88 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 1365.00 FEET, A CENTRAL ANGLE OF 10'16'43", A LONG CHORD OF 244.55 FEET AND A CHORD BEARING OF N83'45'22"W; 111.29 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 83'54'03", A LONG CHORD OF 101.61 FEET AND A CHORD BEARING OF N36'39'59"W;

NOSTITION OF 1918 THE RAD A CHORD BEARING OF NOSTIGNED.

18.0.4 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 151.00 FEET, A CENTRAL ANGLE OF 68'27'20", A LONG CHORD OF 169.87 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 26'32'56", A LONG CHORD OF 59.70 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 753.00 FEET, A CENTRAL ANGLE OF 13'50'52", A LONG CHORD OF 131.50 FEET AND A CHORD BEARING OF NAST'S'E.

119.12 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 194.00 FEET, A CENTRAL ANGLE OF 13'50'52", A LONG CHORD OF 117.26 FEET AND A CHORD BEARING OF NAST'S'E.

119.12 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 35'10'54", A LONG CHORD OF 73.26 FEET AND A CHORD BEARING OF NAST'S'20'5".

85.59 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 30'42'15", A LONG CHORD OF 42.36 FEET AND A CHORD BEARING OF NAST'S'20'5".

45.62 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 43'33'54", A LONG CHORD OF 44.53 FEET AND A CHORD BEARING OF S87'04'03", WITH A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 07'10'48", A LONG CHORD OF 44.53 FEET AND A CHORD BEARING OF S87'04'03", WITH A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 07'10'48", A LONG CHORD OF 94.50 FEET AND A CHORD BEARING OF S87'04'03", WITH A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 07'10'48", A LONG CHORD OF 94.50 FEET AND A CHORD BEARING OF S87'04'03", WITH A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 07'10'48", A LONG CHORD OF 94.50 FEET AND A CHORD BEARING OF S81'41'41", WITH A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 07'10'48", A LONG CHORD OF 94.50 FEET AND A CHORD BEARING OF S81'41'41", WITH A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 07'10'48", A LONG CHORD OF 94.50 FEET AND A CHORD BEARING OF S81'41'41", WITH A RADIUS OF 795.00 FEET, A CENTRAL ANGLE OF 07'10'48", A LONG CHORD OF 94.50 FEET

S58'06'17"W, 158.92 FEET;
136.55 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 47'25'04", A LONG CHORD OF 132.69 FEET AND A CHORD BEARING OF S81'48'47"W;
112.46 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 12'02'37", A LONG CHORD OF 112.25 FEET AND A CHORD BEARING OF N80'30'02"W;

UNION OF 112.25 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 19'57'58", A LONG CHORD OF 121.35 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 5,000.00 FEET, A CENTRAL ANGLE OF 02'33'12", A LONG CHORD OF 222.83 FEET ALONG A NON-TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 5,000.00 FEET, A CENTRAL ANGLE OF 02'33'12", A LONG CHORD OF 222.81 FEET AND A CHORD BEARING OF N87'57'47"E;

183.46 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 57'26'19", A LONG CHORD OF 175.87 FEET AND A CHORD BEARING OF N57'58'01"E;

123.39 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 256.00 FEET, A CENTRAL ANGLE OF 28'16'43", A LONG CHORD OF 122.13 FEET AND A CHORD BEARING OF N57'58'01"E;

191.71 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 254.00 FEET, A CENTRAL ANGLE OF 43'14'11", A LONG CHORD OF 122.13 FEET AND A CHORD BEARING OF N23'527"E;

243.89 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 1645.00 FEET, A CENTRAL ANGLE OF 08'29'42", A LONG CHORD OF 243.67 FEET AND A CHORD BEARING OF N39'57'56"E;

181.37 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 21'52'38", A LONG CHORD OF 180.27 FEET AND A CHORD BEARING OF N24'47"E;

243.89 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 21'52'38", A LONG CHORD OF 180.27 FEET AND A CHORD BEARING OF N24'47"E;

IT ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 191.00 FEET, A CENTRAL ANGLE OF 63'06'14", A LONG 199.89 FEET AND A CHORD BEARING OF N29'36'20"E; N13'50'28"E, 467.31 FEET; 355.17 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 1,298.00 FEET, A CENTRAL ANGLE OF 15'47'14", A LONG CHORD OF 354.05 FEET AND A CHORD BEARING OF N05'56'50"E;

N61'09'27"E, 542.63 FEET;

224.01 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 259.00 FEET, A CENTRAL ANGLE OF 49'33'17", A LONG CHORD OF 217.09 FEET AND A CHORD BEARING OF N36'22'48"E;
89.51 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 1,258.00 FEET, A CENTRAL ANGLE OF 04'04'36", A LONG CHORD OF 89.49 FEET AND A CHORD BEARING OF N09'33'51"E;
87.77 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 1,215.00 FEET, A CENTRAL ANGLE OF 04'08'20", A LONG CHORD OF 87.75 FEET AND A CHORD BEARING OF N09'35'42"E;
N11'39'52"E, 552.73 FEET;

DEFLECTING TO THE RIGHT, WITH A RADIUS OF 169.00 FEET, A CENTRAL ANGLE OF 77*19'47", A LONG BEARING OF N50'19'44"E; DEFLECTING TO THE LEFT, WITH A RADIUS OF 338.00 FEET, A CENTRAL ANGLE OF 79'46'01", A LONG BEARING OF N49'06'37"E; 470.56 FEET ALONG A TANGENT CURVE CHORD OF 433.47 FEET AND A CHORD

TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 32'49'44", A LONG TAND A CHORD BEARING OF N24'0'14"W;

TAND A CHORD BEARING OF N24'0'14"W;

TAND A CHORD BEARING OF N36'08"W;

TAND A CHORD BEARING OF N36'08"W;

TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 5,063.00 FEET, A CENTRAL ANGLE OF 04'09'53", A 15ANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 1,898.00 FEET, A CENTRAL ANGLE OF 06'53'15", A 12ANGENT CURVE DEFLECTING OF N31'54'26"W;

TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 75'34'25", A LONG TO THE LEFT, WITH A RADIUS OF 832.00 FEET, A CENTRAL ANGLE OF 17'28'59", A LONG N00'29'09"E; 368.01 FEET ALONG A TA LONG CHORD OF 367.93 N09'13'38"E, 257.63 FEE 253.87 FEET ALONG A TA CHORD OF 252.89 FEET 275.03 FEET ALONG A CHORD OF 271.28 FEET 153.42 FEET ALONG A CHORD OF 153.23 FEET

CHORD OF 157.80 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 7534'25", A LONG CHORD OF 157.80 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 181.00 FEET, A CENTRAL ANGLE OF 18'07'19", A LONG CHORD OF 104.73 FEET AND A CHORD BEARING OF N12'10'18"E, 218.58 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 453.00 FEET, A CENTRAL ANGLE OF 33'38'00", A LONG CHORD OF 125.77 FEET AND A CHORD BEARING OF N09'10'42"E, 125.86 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 09'36'54", A LONG CHORD OF 125.71 FEET AND A CHORD BEARING OF N18'11'39"E, N13'23'12"E, 80.84 FEET;

AND 96.28 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 09'36'54", A LONG LONG CHORD OF 96.07 FEET AND A CHORD BEARING OF N18'11'39"E, N13'23'12"E, 80.84 FEET;

SECTION 20;

THENCE N89'58'30"E, 330.63 FEET ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 20 TO THE NORTHEAST CORNER OF SAID SECTION 20; THENCE S89'57'55"E, 856.80 FEET ALONG THE NORTHERLY BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO THE CENTERLINE COURSES AND DISTANCES ALONG THE CENTERLINE OF SAID PADDY FLAT ROAD: THENCE S89'57'55"E, 856.8 OF SAID PADDY FLAT ROAD;

THENCE THE FOLLOWING COURTINES S18'19'32"E, 99.16 FEET; S25'59'04"E, 102.98 FEET;

IT ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 178.00 FEET, A CENTRAL ANGLE OF 45'58'52", A LONG 139.05 FEET AND A CHORD BEARING OF S48'58'28"E; FEET OF 1

S71'57'52"E, 55.48 FEET;
230.73 FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 39'27'46", A LONG CHORD OF 226.20 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 18'54'11", A LONG CHORD OF 139.58 FEET AND A CHORD BEARING OF S78'01'29"W;
N87'28'33"E, 330.23 FEET;
212.58 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 78'34'55", A LONG CHORD OF 196.31 FEET AND A CHORD BEARING OF S53'14'01"E;
S13'56'34"E, 275.23 FEET;

TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 322.00 FEET, A CENTRAL ANGLE OF 12'09'13", A LONG TAND A CHORD BEARING OF S25'00'26"E; TANGENT CURVE DEFLECTING TO THE RICHT, WITH A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 78'55'18", A LONG TAND A CHORD BEARING OF S08'22'36"W; 48.21 FEET ALONG A TANGEL CHORD OF 44.49 FEET AND S47.50'04"E, 100.60 FEET; 99.78 FEET ALONG A TANGEL CHORD OF 97.56 FEET AND 68.30 FEET ALONG A T CHORD OF 68.18 FEET

B FEET ALONG A TANGENT CURVE DEFLECTING TO THE LEFT, WITH A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 42'02'15", A LONG OF 97.56 FEET AND A CHORD BEARING OF S26'48'58"W;

101.88 FEET ALONG A TANGENT CURVE DEFLECTING TO THE RIGHT, WITH A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 38'54'52", A CHORD OF 99.93 FEET AND A CHORD BEARING OF S25'15'16"W TO THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 21;

S89'50'59"W, 2,118.66 FEET ALONG THE SOUTHERLY BOUNDARY OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THE NORTH SIXTEENTH CORNER OF SAID SECTION 21;

THENCE S00'13'35"W, 2,650.55 FEET ALONG THE EASTERLY BOUNDARY OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO THE WEST SIXTEENTH CORNER OF SAID SECTION 21;

THENCE S89'19'45"W, 1,309.37 FEET ALONG THE SOUTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF SAID SECTION 21 TO THE POINT OF BEGINNING. THENCE S89'50'59"W, 2,118.66 FEET ALONG THE SOUTHERLY BUUNDARY OF 11.1 THE NORTH SIXTEENTH CORNER OF SAID SECTION 21;

THENCE S00'17'54"W, 1,329.34 FEET ALONG THE WESTERLY BOUNDARY OF SAID SECTION 21 TO THE WEST QUARTER CORNER OF SAID SECTION FEET ALONG THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO THE CENTER ID SECTION 21; THENCE S89'41'02"W, 1,3 WEST SIXTEENTH CORNER

COMPRISING 280.83 ACRES

for Certificate of Owners Signature See Sheet 5





CENTURION ENGINEERS, INC. Consulting Engineers, Land Surveyors, Planners 2323 S. Vista Ave. Ste. 206 | Boise, ID 83705 PADDY SUMMIT SUBDIVISION SHEET 4 0f 5

Paddy Summit Subdivision

THE OWNERS HEREBY CERTIFY THAT THIS PLAT WILL CONFORM WITH I.C. 50-1334 AND THAT ALL LOTS WILL BE SERVED BY INDIVIDUAL WELLS. Certificate of Owners Signature That it is the intention of the undersioned to and they do hereby include said land in this plat.

THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH I.C. 31-3805 CONCERNING IRRIGATION RIGHTS AND DISCLOSURE.

THE OWNERS HEREBY DEDICATE TO THE PUBLIC FOR THE PUBLIC'S USE FOREVER, PADDY FLAT ROAD AND LOOMIS RANCH ROAD AS SHOWN ON THE FOREGOING PLAT.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND ON THIS THE DAY OF JULIE

JAMUS M. NEILL, AN UNMARRIED MAN

THREE FIFTY-NINE, LLC, AN IDAHO LIMITED LIABILITY COMPANY

JAMES M. NEILL, MEMBER B.:

Acknowledgment STATE OF IDAHO) SS.

COUNTY OF ADA)

ON THIS 7 DAY OF JUNE, IN THE YEAR OF 2023 BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED JAMES M. NEILL, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF: I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR ADAHO
RESIDING IN BOISE, IDAHO
MY COMMISSION EXPIRES WAY. 5, 2025

KIMBERLY E COOPER Notary Public - State of Idaho Commission Number 20190449 v Commission Expires Mar 5, 2025

Acknowledgment

SS. STATE OF IDAHO) COUNTY OF ADA)

ON THIS 7. DAY OF JONE, IN THE YEAR OF 2013 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES M. NEILL, KNOWN OR IDENTIFIED TO ME TO BE THE MEMBER OF THREE FIFTY—NINE, LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF: I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO
MY COMMISSION EXPIRES

MY COMMISSION EXPIRES

KIMBERLY E COOPER Notary Public - State of Idaho Commission Number 20190449 My Commission Expires Mar 5, 2025 2005

Certificate of Surveyor

i, joseph D. Canning, do hereby certify that I am a professional land surveyor, licensed by the state of idaho, and that this plat of paddy summit subdivision, as described in the certificate of owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the state of idaho code relating to plats and surveys.



JOSEPH D. CANNING, L.S. NO. 411

Approval of the Valley County Planning and

AND ZONING COMMISSION Zoning Commission ACCEPTED AND APPROVED THIS BY THE VALLEY COUNTY PLANNING AND Z

Approval of the Valley County Board

of Commissioners

ACCEPTED AND APPROVED THIS BY THE VALLEY COUNTY BOARD OF

PLATS

OF.

PAGE _____INSTRUMENT NO.

BOOK

Certificate of County Surveyor

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

VALLEY COUNTY SURVEYOR

Health Certificate

SANITARY RESTRICTIONS AS REQUIRED BY I.C. CODE 50-1326 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER, WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

CENTRAL DISTRICT HEALTH DEPARTMENT, EHS

DATE

Certificate of County Treasurer

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

VALLEY COUNTY TREASURER

DATE



CENTURION | BEA ENGINEERS, INC. Consulting Engineers, Land Surveyors, Planners 2323 S. Vista Ave. Ste. 206 | Boise, ID 83705

PADDY FLAT SUBDIVISION SHEET 5 OF 5