



Cynda Herrick, AICP, CFM
VALLEY COUNTY
IDAHO

Planning & Zoning Administrator
Floodplain Coordinator

PO Box 1350
219 North Main Street
Cascade, Idaho 83611

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

STAFF REPORT

Conditional Use Permit Application 20-10
Clear Creek Estates Subdivision
Final Plat Approval

MEETING DATE: December 10, 2020
TO: Planning and Zoning Commission
STAFF: Cynda Herrick, AICP, CFM
APPLICANT/OWNER: Nick Schlekeway
Green River Project LLC
592 N Benjamin Lane
Boise, ID 83704
AGENT: James Fronk Consulting LLC
P.O. Box 576
McCall, ID 83638
SURVEYOR: Dan Dunn
Dunn Land Surveys
25 Coyote Trail
Cascade, ID 83611
LOCATION/SIZE: Approximately 80.23 acres that is currently RP12N04E040003 and located in the NE Section 4, T.12N, R.4E, Boise Meridian, Valley County, Idaho.
REQUEST: 9-lot Single-family Residential Subdivision
EXISTING LAND USE: Dry Grazing Land on a Rural Parcel

A final plat has been submitted for Clear Creek Estates. The proposed subdivision was previously called Clear Creek Crossing. The subdivision name has been accepted. The street name will be changed.

A conditional use permit and preliminary plat were approved on July 9, 2020. The preliminary plat approval was for a 9-lot single-family residential subdivision with 8 buildable parcels and 1 open space parcel.

Preliminary plat lots range in size on the preliminary plat from approximately 4 acres to 18 acres. The proposed final plat shows lot sizes between 3.5 to 16 acres.

Individual well and septic systems are proposed.

Access to each lot will be from a proposed gravel private road that will intersect Atkin Lane. Atkin Lane is a public road that was platted as a 50' Road Easement. A variance is requested for the length of the proposed cul-de-sac road. The road name has been revised to Alpha View Place. This is an acceptable name.

There are three (3) shared driveways on the plat. The locations of these have been modified from the approved preliminary plat.

Alpha Ditch runs through this property. The previously approved construction plans or agreements with the Alpha Ditch Company are still in effect. The irrigation easement has been added to the final plat.

The plat contains a note stating: "Only two wood burning devices allowed per lot." The CCRs state one wood burning device per building with a maximum of two per lot. This is inconsistent with both the preliminary plat and Valley County Code 9-5B-4c.

There are corrections that the surveyor will make to the plat, such as references to Eaglenest Subdivision.

CCRs have been submitted.

FINDINGS:

1. The final plat was submitted on November 9, 2020.
2. Legal notice was posted in the *Star News* on November 19, and November 25, 2020. The proposed final plat was posted on the Valley County website "Public Hearing Information" on November 10, 2020. **This is not a public hearing.**
3. Agency comment received:

Steven Hull, Cascade Rural Fire District Fire Chief, stated in three letters dated Nov. 23, 2020:

- The required 10,000-gallon water tank has been installed, inspected, and meets current standards.
- The road within the subdivision has been inspected and meets the required standards. The road is a dead-end road and has an approved 96-ft cul-de-sac.
- The shared driveways meet the requirements of the International Fire Code 2015.

Idaho Power Company work order map has been submitted.

Parametrix, Valley County Engineer, had previously review and approved the preliminary site Grading and Erosion Control plans for C.U.P. 18-15 Clear Creek Crossing. (Nov. 20, 2020).

The U.S. Army Corps of Engineers had previously determined that the C.U.P. 18-15 proposal was authorized in accordance with the Department of Army Nationwide Permit for residential developments. (Oct. 8, 2019)

Staff Questions/Comments/Recommendation:

- 1) The Planning and Zoning Approval is valid for one year. The final plat shall be recorded within that time.
- 2) Final Plat fee of \$200 will need to be paid.
- 3) Will need a Declaration of Utilities on the Plat confirming installation of utilities or financial guarantees, including conduit for fiber optics.
- 4) Need Shared Driveway Agreement prior to recordation. If in CCR's, reference as such on plat.
- 5) Need Private Road Declaration prior to recordation. If in CCR's, reference as such on plat.
- 6) A note on the face of the plat states wetlands are shown on the plat. I do not see any wetland designation.
- 7) The following are the conditions of approval and comments as to whether the applicant has complied with each condition.

Approved Conditions of Approval:

1. The application, the staff report, and the provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. **Complete**
2. Any change in the nature or scope of land use activities shall require an additional Conditional Use Permit. **Complete**
3. The final plat shall be recorded within two years or this permit will be null and void. **(In process)**
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. **Agreed**

5. All lighting must comply with the Valley County Lighting Ordinance. **Agreed**
6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site. **Completed**
7. A shared road agreement shall be recorded for the private road and the shared driveways. **Will be required.**
8. Shall have an agreement with Alpha Ditch that is a recorded document and noted on the face of the plat. **Completed**
9. CCR's shall recommend firewise landscaping. **Recommendation**
10. Shall not identify ditch as a trail or pathway on the plat. **Agreed**
11. Staff shall communicate to the Valley County Engineer that the Planning & Zoning Commission is concerned with the draw and potential drainage issues. **Agreed**
12. Shall participate financially and proportionally with neighbors to make improvements to Atkin Lane in a Road Maintenance Agreement if an association or cooperation is formed. This provision should be placed in the CCR's. **Agreed**
13. Shall place all irrigation easements on the plat. Shall also show the irrigation pipe to the Heunisch property. **Completed**
14. A note shall be place on the plat stating that Lots 3, 4, and 5 shall be required to submit individual stormwater plans to Valley County Engineer for approval in order to keep silt and runoff from Alpha Ditch, at the expense of the property owner. **Completed**
15. Shall comply with requirements of Cascade Rural Fire District. **Completed**
16. Any damage to pipeline in the 20-foot easement shall be repaired by landowner. **Should be in CCR's.**
17. Any damage to established driveways due to pipeline repairs shall be repaired by easement holder. **Should be in CCR's.**
18. Shall abate dust during construction. **Completed**

End Conditions of Approval

ATTACHMENTS:

- Conditional Use Permit
- Vicinity Map
- Aerial Map
- Responses
- Approved Preliminary Plat
- Proposed Final Plat
- Letter from Applicant, Nov. 10, 2020
- Proposed CCRs
- Alpha Ditch License Agreement

END OF STAFF REPORT



Planning and Zoning Commission
VALLEY COUNTY
IDAHO

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

Phone: 208.382.7115

FAX: 208.382.7119

Instrument # 430480

VALLEY COUNTY, CASCADE, IDAHO

7-23-2020 03:01:21 PM No. of Pages: 2

Recorded for : CYNDA HERRICK

DOUGLAS A. MILLER Fee: 0.00

Ex-Officio Recorder Deputy

Index to: COUNTY MISC

CONDITIONAL USE PERMIT

N O. 20-10

Clear Creek Crossing

Issued to: Nick Schlekeway
Green River Project LLC
592 Benjamin Way
Boise, ID 83704

Property Location: The site is 80.23 acres that is currently RP12N04E040003 and located in the NE Section 4, T.12N, R.4E, B.M., Valley County, Idaho.

There have been no appeals of the Valley County Planning and Zoning Commission's decision of July 9, 2020. The Commission's decision stands, and you are hereby issued Conditional Use Permit No. 20-08 with Conditions for establishing a single family subdivision as described in the application, staff report, and minutes.

The effective date of this permit is July 21, 2020.

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.

Conditional Use Permit

4. The issuance of this permit and these conditions will not relieve the applicant from complying with applicable County, State, or Federal laws or regulations or be construed as permission to operate in violation of any statute or regulations. Violation of these laws, regulations or rules may be grounds for revocation of the Conditional Use Permit or grounds for suspension of the Conditional Use Permit.
5. All lighting must comply with the Valley County Lighting Ordinance.
6. Must have an approved storm water management plan and site grading plan approved by the Valley County Engineer prior to any work being done on-site.
7. A shared road agreement shall be recorded for the private road and the shared driveways.
8. Shall have an agreement with Alpha Ditch that is a recorded document and noted on the face of the plat.
9. CCR's shall recommend firewise landscaping.
10. Shall not identify ditch as a trail or pathway on the plat.
11. Staff shall communicate to the Valley County Engineer that the Planning & Zoning Commission is concerned with the draw and potential drainage issues.
12. Shall participate financially and proportionally with neighbors to make improvements to Atkin Lane in a Road Maintenance Agreement if an association or cooperation is formed. This provision should be placed in the CCR's.
13. Shall place all irrigation easements on the plat. Shall also show the irrigation pipe to the Heunisch property.
14. A note shall be place on the plat stating that Lots 3, 4, and 5 shall be required to submit individual stormwater plans to Valley County Engineer for approval in order to keep silt and runoff from Alpha Ditch, at the expense of the property owner.
15. Shall comply with requirements of Cascade Rural Fire District.
16. Any damage to pipeline in the 20-foot easement shall be repaired by landowner.
17. Any damage to established driveways due to pipeline repairs shall be repaired by easement holder.
18. Shall abate dust during construction.

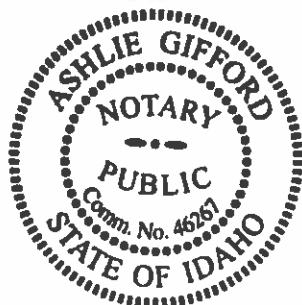
END CONDITIONAL USE PERMIT

Date 7/21/2020

Approved by Cynda Herrick

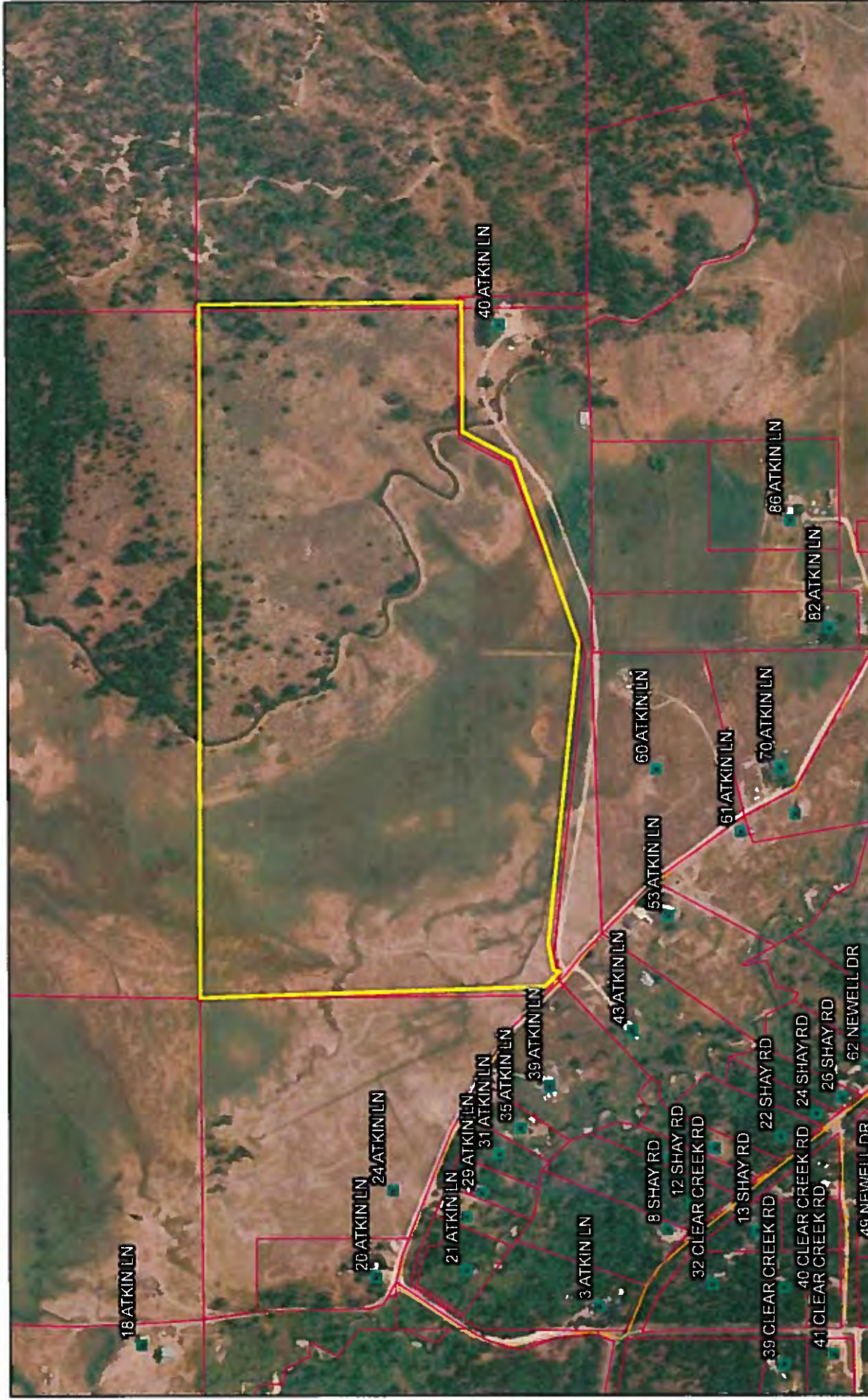
On this 21st day of July, 2020 before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Ashlie Gifford
Notary Public
Residing at: Cascade, ID (Valley County)
Commission Expires: 01.23.2024

C.U.P. 20-10 vicinity



6/3/2020, 9:31:16 AM

Parcel Boundaries

All Road Labels Roads

Addresses

URBAN/RURAL
USFS

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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

USDA FSA, GeoEye, Maxar, CNES/Airbus DS | Valley County IT | IDWR | Idaho State Tax Commission | Valley County GIS

Web AppBuilder for ArcGIS

C.U.P. 20-10 aerial



1:4,514
0 0.03 0.06 0.11 mi
0 0.04 0.09 0.17 km

6/3/2020, 9:34:48 AM

- Parcel Boundaries
- Addresses
- All Road Labels Roads
- URBAN/RURAL



**CASCADE RURAL FIRE PROTECTION DISTRICT
P.O. Box 825
CASCADE, ID 83611-0825
109 EAST PINE STREET**

November 23, 2020

To: Cynda Herrick
Valley County Planning and Zoning

RE: Clear Creek Estates

The Cascade Rural Fire District required a 10,000-gallon water tank to be installed on Lot 9 of this development. This tank has been installed and inspected by Cascade Rural Fire District. This tank meets our current standard.

Thanks
Steven Hull
Fire Chief
Cascade Rural Fire District
208-382-3200



**CASCADE RURAL FIRE PROTECTION DISTRICT
P.O. BOX 825
CASCADE, ID 83611-0825
109 EAST PINE STREET**

November 23, 2020

To: Cynda Herrick
Valley County Planning and Zoning

RE: Clear Creek Estates

The roads within Clear Creek Estates, shall be built to the International Fire Code Standards 2015. Section 503 Fire Apparatus Access Roads explains the standard to which the roads shall be built to.

- **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- **503.2.3 Surface.** Fire Apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities.
- **503.2.5 Dead ends.** Dead end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

The roads within Clear Creek Estates have been inspected and meet the required standards. The subdivision road is a dead-end road and has an approved 96' Cul-de-sac for a fire apparatus turn around.

Thanks
Steven Hull
Fire Chief
Cascade Rural Fire District
208-382-3200



**CASCADE RURAL FIRE PROTECTION DISTRICT
P.O. BOX 825
CASCADE, ID 83611-0825
109 EAST PINE STREET**

November 23, 2020

To: Cynda Herrick
Valley County Planning and Zoning

RE: Clear Creek Estates
Shared Driveways

The shared driveways built within Clear Creek Estates Subdivision meet the International Fire Code Standards 2015. Section 503 Fire Apparatus Access Roads:

- **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- **503.2.3 Surface.** Fire Apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities.
- **503.2.5 Dead ends.** Dead end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

Currently these shared driveways meet the requirements stated above.

If you have any questions, please contact me.

Thanks
Steven Hull
Fire Chief
Cascade Rural Fire District
208-382-3200

NOV 12 2020



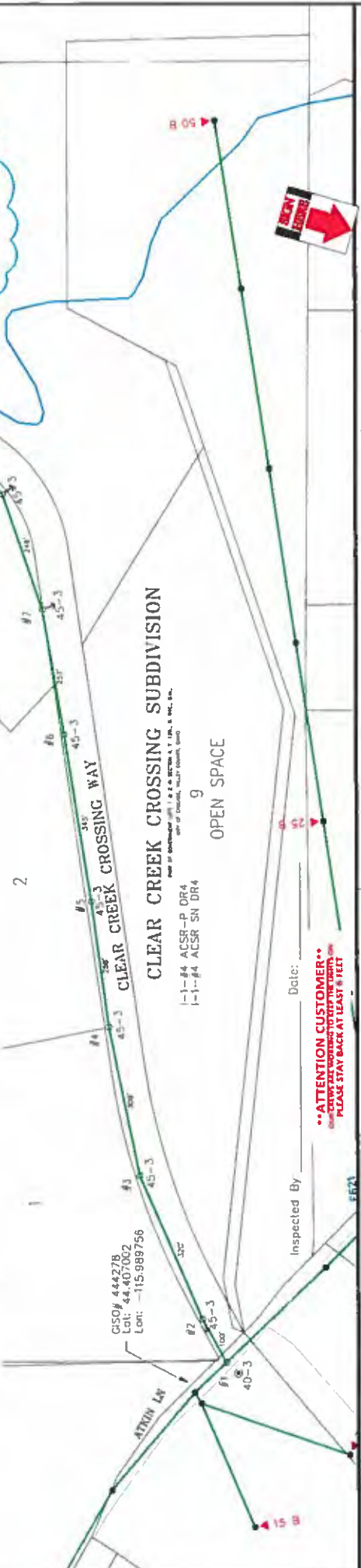
40" AVM CONSTRUCTION



UNDERGROUND CABLE NOTES

PORT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
9	F55	CC109	DCP10	10-8	678	0	D082	2	638	-	-
10	CC109	STUB				0	D082	2	10	-	-
10	CC109	STUB				0	D082	2	10	-	-
10	CC109	CC110	DCP10	10-8	214	0	D082	2	200	-	-
11	CC110	STUB				0	D082	2	10	-	-
11	CC110	CC111	DCP10	10-8	241	0	D082	2	227	-	-
12	CC111	STUB				0	D082	2	10	-	-
12	CC111	STUB				0	D082	2	10	-	-
12	CC111	CC112	DCP10	10-8	642	0	D082	2	628	-	-
13	CC112	STUB				0	D082	2	10	-	-
13	CC112	STUB				0	D082	2	10	-	-

PT#1 INSTALL 40' C-4 INLINE POLE, AND 100' 4ACSR SLACK SPAN
 PT#2 INSTALL 45' CL3 POLE, 1" DOWN GUY WITH A 30' LEAD, BACKFILL ALL POLE HOLES WITH GRAVEL MIX DUE TO HIGH WATER TABLE
 PT#3--#6 INSTALL 45' CL3 POLES, POLE TOP PINS, AND JMBX'S
 PT#7 INSTALL 45' CL3 POLE, 1" SDE GUY
 PT#8 INSTALL 45' CL3 POLE, INSTALL SIDE GUY, BACKFILL WITH GRAVEL MIX
 PT#9 INSTALL 45' CL3 POLE, 2" PRIMARY RISER, 1" DOWN GUY WITH A 30' LEAD, AND 40K FUSE
 PT#10 INSTALL SINGLE PHASE SECTOR, TWO 2" PRIMARY STUBS ONE TO THE NORTH AND ONE TO THE SOUTH
 PT#11 INSTALL SINGLE PHASE SECTOR, AND TWO 2" PRIMARY STUBS TO THE EAST AND ONE TO THE WEST.
 PT#12 INSTALL SINGLE PHASE SECTOR, TWO 2" PRIMARY STUBS ONE TO THE NORTH AND ONE TO THE SOUTH, AND INSTALL HILLSIDE BARRIER
 CUSTOMER IS PROMOTING THE PRIMARY TRENCH AT A DEPTH OF 42" TO TOP OF CONDUIT TO FINISH GRADE AND IS RESPONSIBLE FOR 75% COMPACTION ON ROADWAY



Job Title: GREEN RIVER PROJECT LLC- ATKIN LN, CASCADE / SUBDIVISION
 Additional Description: 8 LOT SUB. INSTALL 9 45' CL3 POLES AND 4 SINGLE PHASE SECTORS
 Additional Description: WITHIN R.O.W. CUSTOMER IS PROVIDING THE TRENCH

Feeder Map File Name: CSD1304
 Surveyed or GPS SURVEYED
 Joint Use Attachment: NO
 Pre-Built Date: 11/9/2020
 Built as Designed: YES
 Construction Date: ---
 Operating Voltage: 7.2KV

Inspector By: _____ Date: _____

SWPP Pending

Customer: _____
 FDR By: _____
 Date: _____
 ArcFM By: _____
 Date: _____

Designer: PWM3252
 Design No: 0000145785
 Work Order No: 27565205

Scale: 1" = 200
 Sheet: 1 of 3

SENT VIA EMAIL

November 20, 2019

Parametrix No. 314-4875-001

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

Re: Clear Creek Crossing Preliminary Site Grading and Stormwater Management

Dear Cynda:

We have reviewed the above referenced Preliminary Site Grading and Erosion Control plans against the requirements outlined in the latest edition of the Valley County Land Use and Development Ordinance (LUDO - Ord. 10-06, 8-23-2010) (https://www.sterlingcodifiers.com/codebook/index.php?book_id=922&ft=1&find=9).

The applicant has addressed all of our previous comments and we recommend approving the revised grading plans and drainage calculations.

Sincerely,

PARAMETRIX
Valley County Engineer

By: 
Cody Janson, Senior Engineer

cc: Jeff McFadden / Valley County Road Department



Parametrix
ESOP

CELEBRATING 25 YEARS OF
EMPLOYEE OWNERSHIP

SENT VIA EMAIL

October 21, 2019

Parametrix No. 314-4875-001

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

Re: Clear Creek Crossing Grading, Drainage, ESC plan and stormwater calculations - CUP 18-15 (Second Review)

Dear Cynda:

We have reviewed the revised Grading, Drainage, ESC plan and stormwater calculations (dated October 2019) and have the following comments:

1. The right-of-way shown for the cul-de-sac does not appear to meet the minimum VCMSPRDC standards of 60'. Cul-de-sac return radii are not shown. Please provide VCMSPRDC minimum required cul-de-sac right of way radii of 20' and dimensions for return radii.
2. VCMSPRDC states that the volumes and flow rates cannot exceed the pre-development conditions or contain pollutants. The drainage calculations provided do not explain how additional stormwater volume will be retained. In addition, the design calculations appear to incorrectly reference both the 100-year and 25-year stormwater events used in design. Please review and revise as appropriate.
3. Please provide calculations for the pipe crossings at Sta. 2+00, 12+00, 14+00, and 21+00.
4. Please submit documentation of approval by Alpha Ditch Company, Inc for the size and type of culvert used along Alpha Ditch.

Please have the applicant address the above noted comments and resubmit. Please contact us with any questions or comments.

Sincerely,

PARAMETRIX
Valley County Engineer

By: 

Cody Janson, Senior Engineer

cc: Jeff McFadden / Valley County Road Department



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
BOISE REGULATORY OFFICE
720 EAST PARK BOULEVARD, SUITE 245
BOISE, IDAHO 83712-7757

October 08, 2019

Regulatory Division

SUBJECT: NWW-2019-529-B03, Clear Creek Subdivision, Road Fill and Crossing,
Atkin Lane, Clear Creek and Alpha Ditch

Mr. Nick Schlekeway
Green River Project, LLC
4615 Emerald Street
Boise, Idaho 83706

Dear Mr. Schlekeway:

We have determined that your proposed project, Clear Creek Subdivision, Road Fill and Crossing, Atkin Lane, Clear Creek and Alpha Ditch, is authorized in accordance with Department of Army (DA) **Nationwide Permit (NWP) No. 29: Residential Developments**. This project is located on Atkin Lane, within Section 4 of Township 12 North, Range 4 East, near latitude 44.3666420° N and longitude -115.9778378 W, in Valley, Idaho. Please refer to **File Number NWW-2019-529-B03** in all future correspondence with our office regarding this project.

Project activities involve the discharge of an estimated total of 140 cubic yards of native dirt and rock material into 2,859 square feet of wetlands adjacent to Clear Creek and 153 square feet of wetlands contiguous with Alpha Ditch. Clear Creek and Alpha Ditch are considered waters of the United States (U.S.), including wetlands. Your project plans indicate that your project entails constructing an access road to an 80-acre parcel of land. An estimated 2,859 square feet of emergent wetlands will be filled to accommodate the new road and 153 square feet of emergent wetlands will be filled to accommodate a 60-foot steel pipe arch culvert crossing associated with the new roadway. An estimated total of 0.069 acres of emergent wetlands will be impacted. The purpose of the project is to construct a 5-lot residential subdivision. All work shall be done in accordance to the attached revised drawings 1 through 3, titled; Clear Creek Crossing Subdivision, dated October 4, 2019.

AUTHORITY

DA permit authorization is necessary because your project involve the discharge of dredged and/or fill material into waters of the U.S., including wetlands.

PERMIT CONDITIONS

You must comply with all regional, general, and special conditions for this verification letter to remain valid and to avoid possible enforcement actions. The regional and general permit conditions for *NWP No. 29: Residential Developments* are available online at <http://www.nwww.usace.army.mil/Business-With-Us/Regulatory-Division/Nationwide-Permits/>. If you are unable to access this website or would prefer a hard copy of the regional and general conditions please notify us and we will provide you a copy. In addition you must also comply with the special conditions listed below.

GENERAL AND/OR REGIONAL PERMIT CONDITIONS

General Condition 12 is emphasized, which states "Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark, must be permanently stabilized at the earliest practicable date..."

SPECIAL CONDITIONS

- a. Permittee must perform work during low flow (off-irrigation season) to minimize sediment transport in Clear Creek and the unnamed ditch.
- b. Permittee is responsible for all work done by any contractor. Permittee shall ensure any contractor who performs the work is informed of and follows all the terms and conditions of this authorization, including any Special Conditions listed above. Permittee shall also ensure these terms and conditions are incorporated into engineering plans and contract specifications.

WATER QUALITY CERTIFICATION

You must also comply with the conditions detailed in the Section 401 Water Quality Certification (WQC) issued by the Idaho Department of Environmental Quality (IDEQ) on March 3, 2017. For your review, a copy of this 401 WQC is available on the IDEQ's website at: <http://www.deq.idaho.gov/media/60179758/nationwide-permits-2017-401-certification-0317.pdf>. If you have questions regarding the conditions set forth in the Water Quality Certification, telephone the IDEQ directly at 208-373-0550

COMPLIANCE CERTIFICATION

Further, Nationwide Permit General Condition 30 (*Compliance Certification*) requires that every permittee who has received NWP verification must submit a signed certification regarding the completed work and any required mitigation. The enclosed Compliance Certification Form is enclosed for your convenience and must be completed and returned to us.

LIMITATIONS OF THIS VERIFICATION

This letter of authorization does not convey any property rights, or any exclusive privileges and does not authorize any injury to property or excuse you from compliance with other Federal, State, or local statutes, ordinances, regulations, or requirements which may affect this work.

EXPIRATION OF THIS VERIFICATION

This verification is valid until **March 18, 2022**, unless the NWP is modified, suspended or revoked. If your project, as permitted under this NWP verification is changed and/or modified, you must contact our office prior to commencing any work activities. In the event you have not completed construction of your project by March 18, 2022, please contact us at least 60-days prior to this date. A new application and verification may be required.

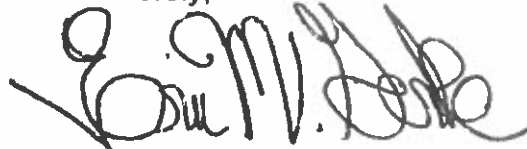
CUSTOMER SERVICE

We actively use feedback to improve our delivery and provide you with the best possible service. Please take our online customer service survey to tell us how we are doing. Follow this link to take the survey: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. If you have questions or if you would like a paper copy of the survey, telephone our office at 208-433-4464. For more information about the Walla Walla District Regulatory Program, visit us online at <http://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/>.

If you have questions or need additional information about this permit, you can contact me at, by mail at the address in the letterhead, or email at eric.m.gerke@usace.army.mil For informational purposes, a copy of this letter will be sent to: Ms. Julia Achabal (Idaho Department of Environmental Quality); Mr. Cass

Jones and Mr. Aaron Golart (Idaho Department of Water Resources); Mr. Bill Bosworth (Idaho Department of Fish and Game); and, Mr. James Fronk, P.E. (James Fronk Consulting, LLC).

Sincerely,

A handwritten signature in black ink, appearing to read "Eric M. Gerke", written over a horizontal line.

Eric M. Gerke
Project Manager
Regulatory Division

Enclosures:

Revised Drawings 1 through 3, titled; Clear Creek Crossing Subdivision, dated
October 4, 2019
Transfer of Nationwide Permit Form
Compliance Form

TRANSFER OF NATIONWIDE PERMIT

When the structures or work authorized by this Nationwide Permit, **NWW-2019-529-B03, Clear Creek Crossing Subdivision Road Fill and Crossing, Atkin Lane, Clear Creek and Alpha Ditch**, are still in existence at the time the property is transferred. The terms and conditions of this Nationwide Permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this Nationwide Permit, the associated liabilities and compliance with the terms and conditions the transferee must sign and date below.

Name of New Owner:

Street Address:

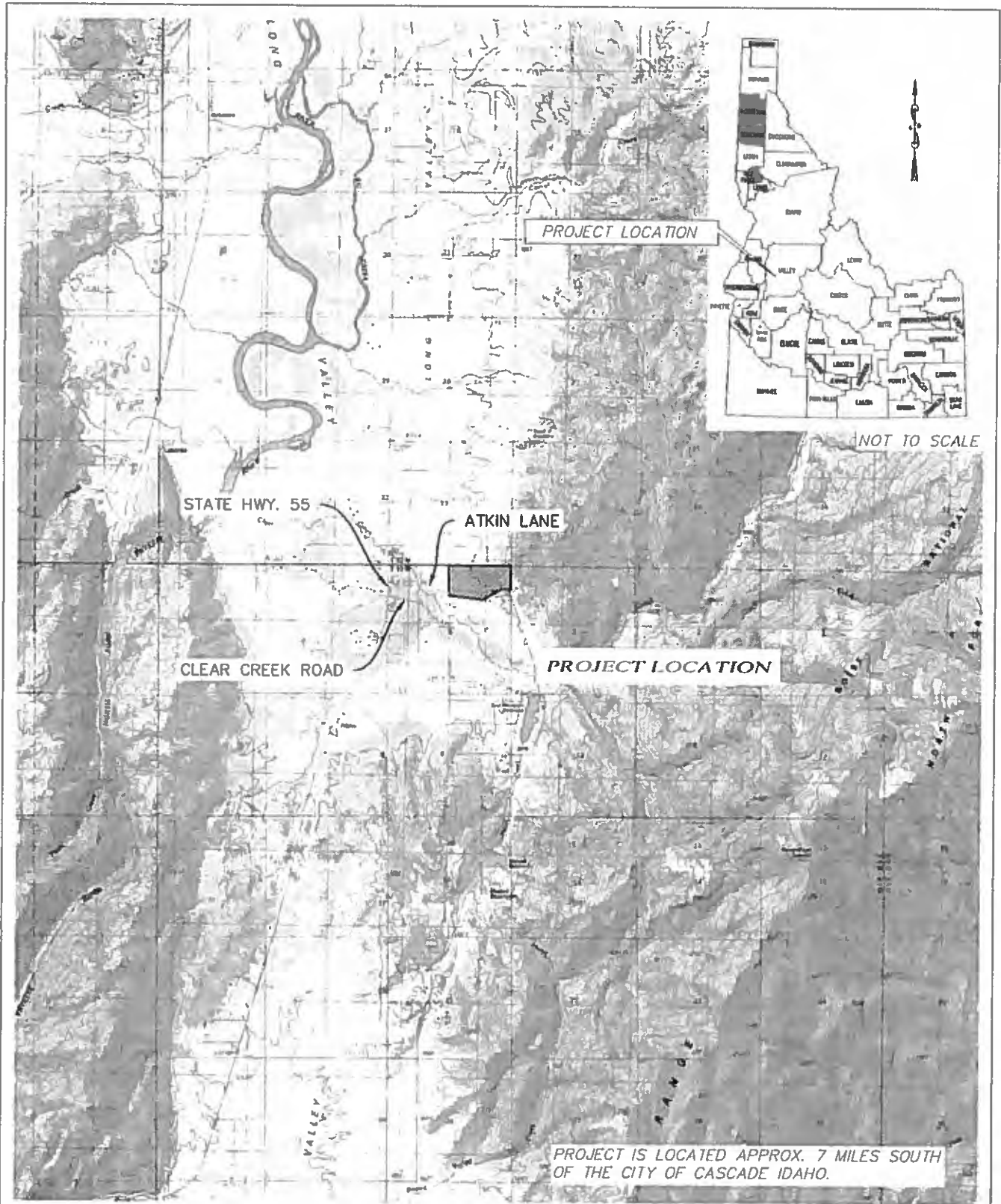
Mailing Address:

City, State, Zip:

Phone Number:

Signature of TRANSFeree

DATE



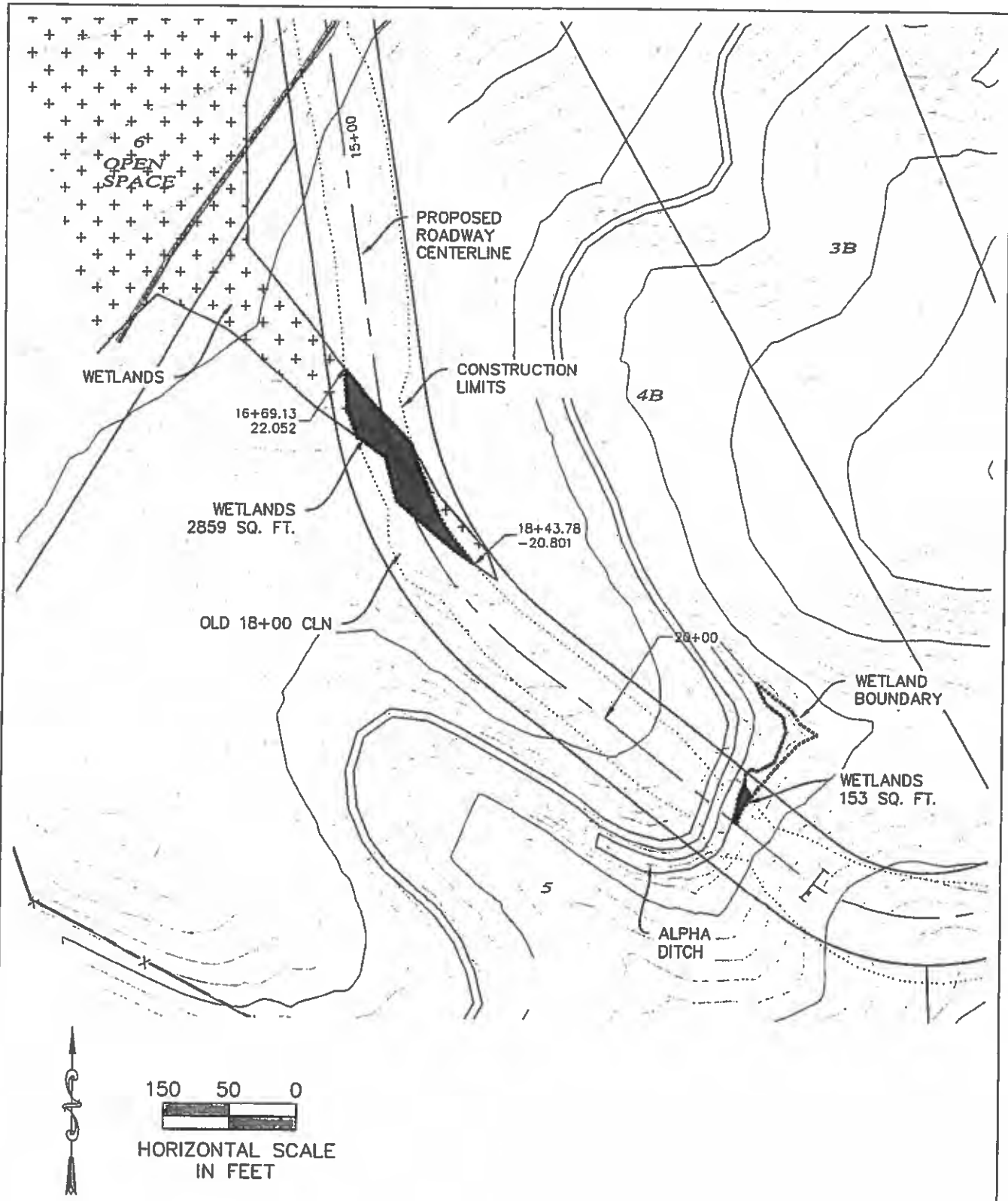
JAMES FRONK CONSULTING, LLC
 14028 NORWOOD RD.
 McCALL, ID 83638
 (208) 634 8093

VICINITY MAP
 PROPOSED CLEAR CREEK CROSSING SUB.
 LOCATED IN A PORTION OF THE NE1/4
 SECTION 14, T.12N., R.4E., B.M., VALLEY COUNTY,
 IDAHO.

FIGURE 1

DRAWN BY: DTD

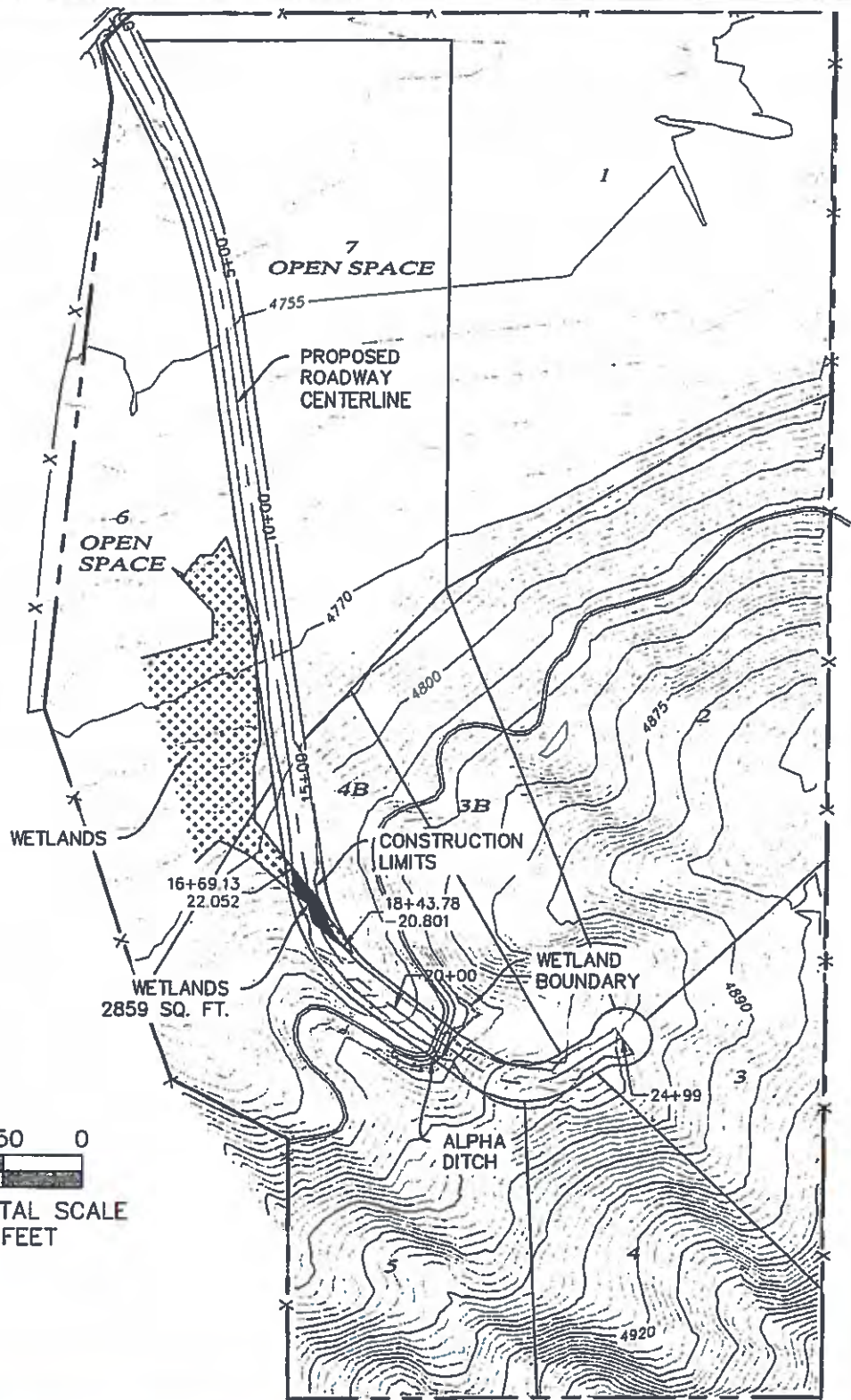
DATE: 9/29/19



JAMES FRONK CONSULTING, LLC
 14028 NORWOOD RD.
 McCALL, ID 83638
 (208) 634-8093

SITE MAP
 PROPOSED CLEAR CREEK CROSSING SUB.
 LOCATED IN A PORTION OF THE NE1/4
 SECTION 14, T.12N., R.4E., B.M., VALLEY COUNTY,
 IDAHO.

FIGURE 3
 DRAWN BY: DTD
 DATE: 9/29/19



JAMES FRONK CONSULTING, LLC
 14028 NORWOOD RD.
 McCALL, ID 83638
 (208) 634-8093

SITE MAP
 PROPOSED CLEAR CREEK CROSSING SUB.
 LOCATED IN A PORTION OF THE NE1/4
 SECTION 14, T.12N., R.4E., B.M., VALLEY COUNTY,
 IDAHO.

FIGURE 2

DRAWN BY: DTD

DATE: 9/29/19

COMPLIANCE CERTIFICATION



US Army Corps of Engineers
Walla Walla District



Permit Number: NWW-2019-529-B03

Name of Permittee: Green River Project, LLC

Date of Issuance: October 8, 2019

Upon completion of the activity authorized by this permit and any mitigation required by the permit, please sign this certification and return it to the following address:

**Mr. Eric M. Gerke
U.S. Army Corps of Engineers
Walla Walla District
Boise Regulatory Office
720 East Park Boulevard, Suite 245
Boise, Idaho 83712-7757**

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit, the permit is subject to suspension, modification, or revocation and you are subject to an enforcement action by this office.

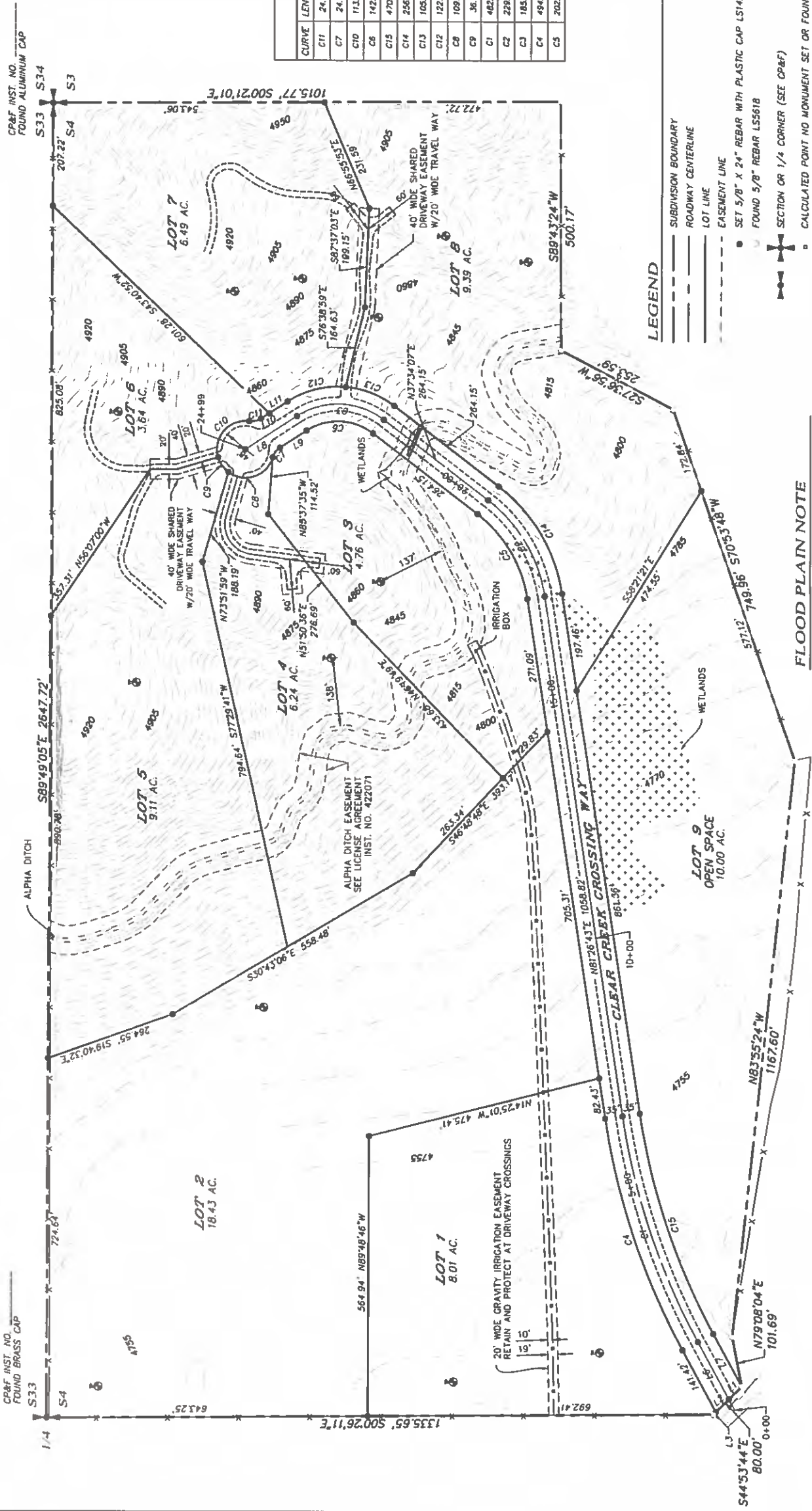
I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit. The required mitigation was also completed in accordance with the permit conditions.

Signature of PERMITEE

DATE

PRELIMINARY PLAT-CLEAR CREEK CROSSING SUBDIVISION
LOCATED IN A PORTION OF THE
NE1/4 OF SECTION 4
T12N, R4E, B.M., VALLEY COUNTY, IDAHO
2020

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE "GRID", IDAHO
STATE PLANE (WEST ZONE) ESTABLISHED FROM A
GPS NETWORK REFERENCED TO NAD 83 (2011).
EPOCH: 2010. TO ROTATE BEARINGS SHOWN HEREON
TO TRUE, ADD (+) -0010.52' AT THE
SOUTHWEST CORNER OF SECTION 17.



LINE TABLE		
LINE	LENGTH	BEARING
L1	38.54'	N44°33'44\"W
L2	38.49'	N44°33'44\"W
L3	8.85'	N44°33'44\"W
L6	131.00'	N81°41'19\"E
L7	120.58'	N81°41'19\"E
L8	122.83'	N33°12'32\"W
L9	63.13'	N33°12'32\"W
L10	19.64'	N33°12'32\"W
L11	43.48'	N33°12'32\"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C11	24.72'	35.00'	40°27'33\"	S12°59'08\"E
C7	24.72'	35.00'	40°27'33\"	N33°26'38\"W
C10	113.08'	37.00'	113°40'08\"	N49°35'22\"W
C8	142.07'	115.00'	70°46'59\"	N02°10'37\"E
C15	470.68'	1365.00'	19°45'24\"	S71°34'01\"W
C14	256.54'	335.00'	43°52'38\"	N59°30'25\"E
C13	105.69'	165.00'	32°43'35\"	N21°12'10\"E
C12	122.86'	165.00'	38°03'04\"	N14°11'20\"W
C9	109.78'	37.00'	110°20'54\"	S18°29'58\"E
C9	36.71'	37.00'	35°54'05\"	S55°07'32\"W
C1	482.75'	1400.00'	19°45'24\"	N71°34'01\"E
C2	229.74'	300.00'	43°52'36\"	N59°30'25\"E
C3	183.31'	150.00'	70°46'59\"	N02°10'37\"E
C4	494.81'	1435.00'	19°45'24\"	S71°34'01\"W
C5	202.84'	265.00'	43°52'36\"	N59°30'25\"E

- LEGEND
- SUBDIVISION BOUNDARY
 - ROADWAY CENTERLINE
 - LOT LINE
 - EASEMENT LINE
 - SET 5/8\" X 24\" REBAR WITH PLASTIC CAP LS14217
 - FOUND 5/8\" REBAR LS5618
 - SECTION OR 1/4 CORNER (SEE CP&F)
 - CALCULATED POINT NO MONUMENT SET OR FOUND
 - TESTHOLE LOCATION



NOTES

- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT.
- UTILITY AND DRAINAGE EASEMENTS SHALL BE 20 FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES ADJOINING ROADS AND SHALL FURTHER SERVE AS SNOW STORAGE AND REMOVAL.
- THERE SHALL BE NO FURTHER DIVISION OF ANY LOT SHOWN ON THIS PLAT.
- THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-3803, AND THE REQUIREMENTS IN I.C. 31-3805 ARE NOT APPLICABLE.
- WETLANDS SHOWN HEREON WERE DELINEATED AUGUST 2019.
- ALL LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE PROVISIONS OF VALLEY COUNTY CONDITIONAL USE PERMIT NO. _____, "ONLY ONE WOOD BURNING DEVICE ALLOWED PER LOT."

FLOOD PLAIN NOTE

FEMA FIRM PANEL(S): 16085C
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): NA
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA &
ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS
REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY
COUNTY CODE.

CENTRAL DISTRICT HEALTH NOTES

- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOT 2. 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 RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED FOR LOT 1. SANITARY RESTRICTIONS MAY BE REMOVED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, EHS

DATE

INST. NO.

SHEET 1 OF 1

25 COYOTE TRAIL
CASCADE, ID 83611
PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM



BASIS OF BEARING

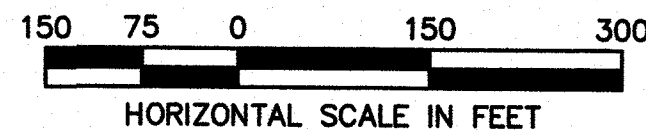
BEARINGS SHOWN HEREON ARE 'GRID', IDAHO STATE PLANE (WEST ZONE) ESTABLISHED FROM A GPS NETWORK REFERENCED TO NAD 83 (2011) EPOCH 2010. TO ROTATE BEARINGS SHOWN HEREON TO "TRUE", ADD (+) -00°10'04" AT THE NORTH 1/4 CORNER OF SECTION 4.

FLOOD PLAIN NOTE

FEMA FIRM PANEL(S): 16085C
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): NA
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

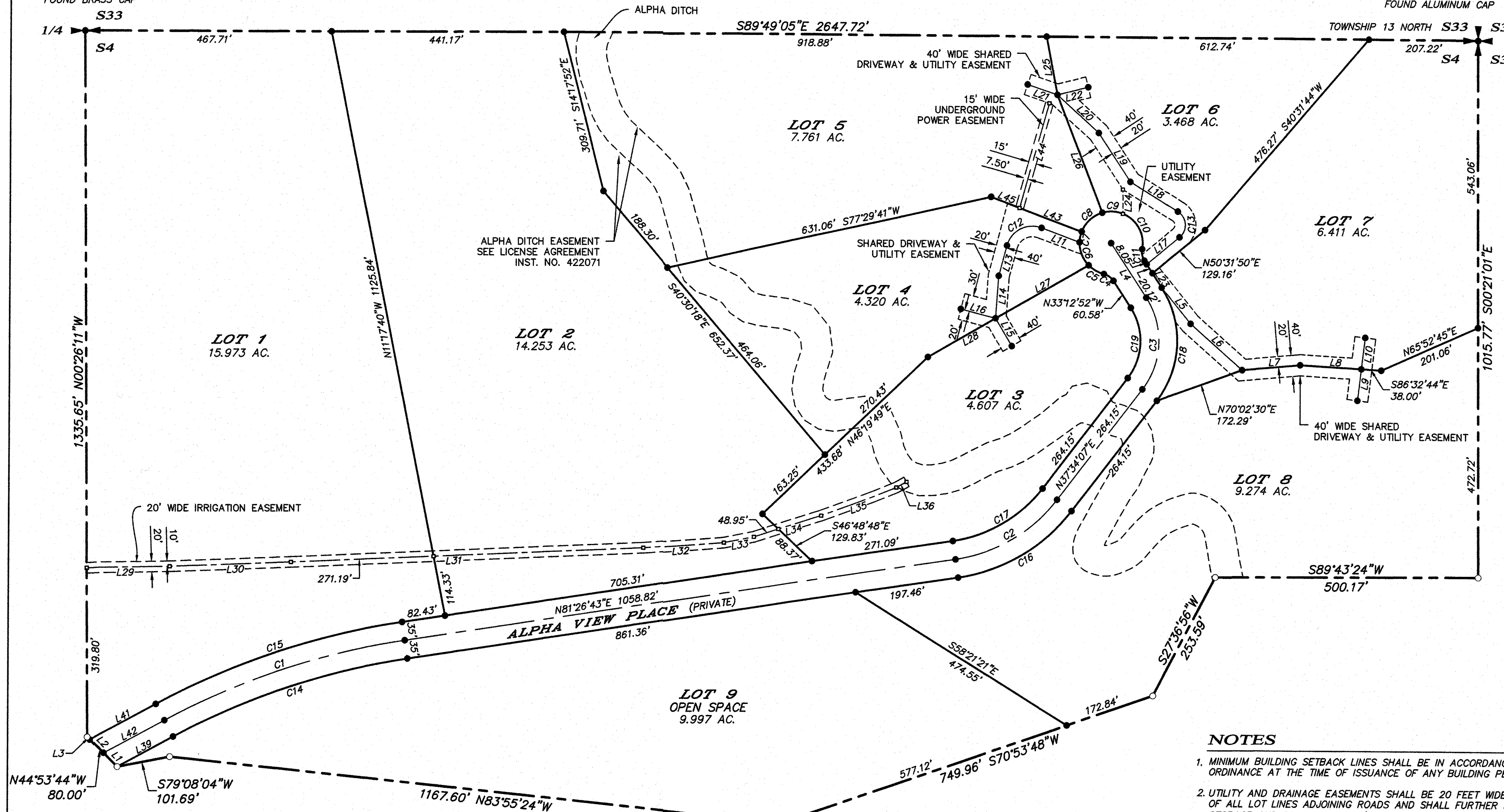
CLEAR CREEK ESTATES

LOCATED IN A PORTION OF THE
NE1/4 OF SECTION 4
T.12N., R.4E., B.M., VALLEY COUNTY, IDAHO
2020



CP&F INST. NO. 165645
FOUND BRASS CAP

CP&F INST. NO. 159946
FOUND ALUMINUM CAP



LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N44°53'44"W	36.54'	L23	N33°12'52"W	32.41'
L2	N44°53'44"W	36.52'	L24	S00°29'40"E	45.59'
L3	N44°53'44"W	6.95'	L25	N10°49'48"W	111.73'
L4	N33°12'52"W	122.83'	L26	N21°15'36"W	238.60'
L5	S39°02'45"E	87.78'	L27	N60°12'29"E	203.27'
L6	S48°30'03"E	131.53'	L28	N60°12'29"E	148.34'
L7	N84°49'30"E	110.79'	L29	S89°03'26"W	156.93'
L8	S86°32'44"E	116.63'	L30	S87°52'29"W	230.37'
L9	N06°56'20"E	60.00'	L31	S87°36'54"W	669.85'
L10	N06°56'20"E	60.00'	L32	S85°57'55"W	153.68'
L11	S69°30'19"E	77.15'	L33	S78°59'42"W	58.20'
L13	N14°58'35"E	59.58'	L34	S72°26'30"W	134.30'
L14	N03°59'12"E	80.37'	L35	S69°49'58"W	103.16'
L15	S30°40'41"E	60.84'	L36	S61°11'30"W	22.03'
L16	S75°26'19"E	68.59'	L39	N61°41'19"E	120.58'
L17	N50°31'50"E	80.71'	L41	N61°41'19"E	141.42'
L18	N58°26'56"W	106.38'	L42	N61°41'19"E	131.00'
L19	N33°27'53"W	110.31'	L43	N69°30'19"W	126.45'
L20	N47°43'56"W	106.70'	L44	S15°41'00"W	205.91'
L21	N71°21'55"W	60.00'	L45	N69°30'19"W	57.85'
L22	S76°08'07"W	60.00'			

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	482.75'	1400.00'	19°45'24"	N71°34'01"E	480.36'
C2	229.74'	300.00'	43°52'36"	N59°30'25"E	224.17'
C3	185.31'	150.00'	70°46'59"	N02°10'37"E	173.75'
C4	22.91'	30.00'	43°45'42"	N55°05'43"W	22.36'
C5	33.78'	60.00'	32°15'39"	S60°50'45"E	33.34'
C6	48.25'	60.00'	46°04'28"	S21°40'41"E	46.96'
C7	20.37'	60.00'	19°27'08"	S11°05'07"W	20.27'
C8	55.00'	60.00'	52°31'20"	S47°04'22"W	53.10'
C9	40.21'	60.00'	38°24'02"	N87°27'57"W	39.46'
C10	82.53'	60.00'	78°48'46"	N28°51'33"W	76.18'
C11	22.91'	30.00'	43°45'42"	S11°20'01"E	22.36'
C12	83.36'	50.00'	95°31'07"	S62°44'08"W	74.03'
C13	57.06'	30.00'	108°58'46"	N03°57'33"W	48.84'
C14	470.68'	1365.00'	19°45'24"	S71°34'01"W	468.35'
C15	494.81'	1435.00'	19°45'24"	S71°34'01"W	492.37'
C16	256.54'	335.00'	43°52'36"	N59°30'25"E	250.32'
C17	202.94'	265.00'	43°52'36"	N59°30'25"E	198.01'
C18	228.55'	185.00'	70°46'59"	N02°10'37"E	214.29'
C19	142.07'	115.00'	70°46'59"	N02°10'37"E	133.21'

CENTRAL DISTRICT HEALTH NOTES

- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE FOR LOT 2. 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 RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED FOR LOT 1. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, EHS

DATE

INST. NO.

SURVEY NARRATIVE

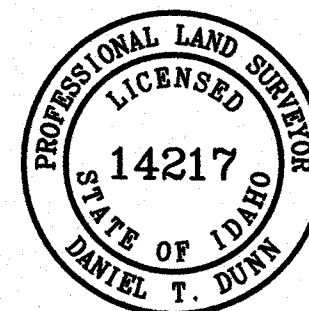
THIS SURVEY WAS COMPLETED TO SUBDIVIDE THE PROPERTIES SHOWN HEREON AS DEFINED BY THE VALLEY COUNTY SUBDIVISION ORDINANCE. ALL MONUMENTS FOUND ON THE BOUNDARIES OF EAGLENEST SUBDIVISION NO'S 1 & 2 WHERE ACCEPTED AND HELD. THE DISTANCE LABELED ON THE PLAT OF EAGLENEST SUBDIVISION NO. 2 BETWEEN THE SOUTHWEST CORNER OF SECTION 17 AND THE NORTHWEST CORNER OF LOT 12, BLOCK 1 SHOULD BE 2251.08'.

LEGEND

- SUBDIVISION BOUNDARY
- ROADWAY CENTERLINE
- LOT LINE
- EASEMENT LINE
 - SET 5/8" X 24" REBAR WITH PLASTIC CAP LST14217
 - FOUND 5/8" REBAR L55618
- SECTION OR 1/4 CORNER (SEE CP&F)
- CALCULATED POINT NO MONUMENT SET OR FOUND

NOTES

- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT.
- UTILITY AND DRAINAGE EASEMENTS SHALL BE 20 FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES ADJOINING ROADS AND SHALL FURTHER SERVE AS SNOW STORAGE AND REMOVAL. A 10' WIDE UTILITY EASEMENT SHALL BE CENTERED ON ALL LOT COMMON TO TWO OR MORE LOTS.
- THE ROADS AND ROAD RIGHTS-OF-WAY DEPICTED ON THIS PLAT ARE PRIVATE, AND WILL BE OWNED AND MAINTAINED BY THE CLEAR CREEK ESTATES HOMEOWNERS ASSOCIATION, AS IS FURTHER PROVIDED IN THE PRIVATE ROAD DECLARATION, WHICH IS BEING RECORDED WITH THIS PLAT IN THE OFFICE OF THE VALLEY COUNTY RECORDER AS INST. NO.
- THERE SHALL BE NO FURTHER DIVISION OF ANY LOT SHOWN ON THIS PLAT.
- THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-3805, AND THE REQUIREMENTS IN I.C. 31-3805 ARE NOT APPLICABLE.
- WETLANDS SHOWN HEREON WHERE DELINEATED AUGUST 2019.
- ALL LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE PROVISIONS OF VALLEY COUNTY CONDITIONAL USE PERMIT NO. 20-10.
- LOTS 3, 4 & 5, SHALL BE REQUIRED TO SUBMIT INDIVIDUAL STORMWATER PLANS TO VALLEY ENGINEER FOR APPROVAL IN ORDER TO KEEP SILT AND RUNOFF FROM ALPHA DITCH, AT THE EXPENSE OF THE PROPERTY OWNER.
- EXTERIOR LIGHTING SHALL COMPLY WITH VALLEY COUNTY ORDINANCES.
- ONLY TWO WOOD BURNING STOVES ALLOWED PER LOT.



SHEET 1 OF 2

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM



CLEAR CREEK ESTATES
LOCATED IN A PORTION OF THE
NE1/4 OF SECTION 4
T.12N., R.4E., B.M., VALLEY COUNTY, IDAHO
2020

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT GREEN RIVER PROJECTS, LLC IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A PARCEL OF LAND LOCATED IN A PORTION OF THE NE1/4 OF SECTION 4, T.12N., 4E., B.M., VALLEY COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 4, A FOUND BRASS CAP MONUMENT, CP&F INSTRUMENT NO. 165645, CORNER RECORDS OF SAID VALLEY COUNTY;

THENCE A BEARING OF S89°49'05"E, A DISTANCE OF 2647.72 FEET, ON THE NORTH BOUNDARY OF SAID SECTION 4, TO A FOUND ALUMINUM CAP MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 4;

THENCE A BEARING OF S00°21'01"E, A DISTANCE OF 1015.77 FEET, ON THE EAST BOUNDARY OF SAID SECTION 4, TO A FOUND 5/8 INCH REBAR;

THENCE A BEARING OF S89°43'24"W, A DISTANCE OF 500.17 FEET, TO A FOUND 5/8 INCH REBAR;

THENCE A BEARING OF S27°36'56"W, A DISTANCE OF 253.59 FEET, TO A FOUND 5/8 INCH REBAR;

THENCE A BEARING OF S70°53'48"W, A DISTANCE OF 749.96 FEET, TO A FOUND 5/8 INCH REBAR;

THENCE A BEARING OF N83°55'24"W, A DISTANCE OF 1167.60 FEET, TO A FOUND 5/8 INCH REBAR;

THENCE A BEARING OF S79°08'04"W, A DISTANCE OF 101.69 FEET, TO A FOUND 5/8 INCH REBAR ON THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF ATKIN LANE;

THENCE ON SAID RIGHT-OF-WAY BOUNDARY, A BEARING OF N44°53'44"W, A DISTANCE OF 80.00 FEET, TO A FOUND 5/8 INCH REBAR ON THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF SECTION 4;

THENCE A BEARING OF N00°26'11"W, A DISTANCE OF 1335.65 FEET, ON SAID WEST BOUNDARY TO THE TRUE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 80.211 ACRES MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE (1) OR MORE LOTS BUT WILL BE SERVED BY INDIVIDUAL WELLS. THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH IDAHO CODE 31-3805 CONCERNING IRRIGATION RIGHTS AND DISCLOSURE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2020.

NICK SCHLEKEWAY, MANAGER
GREEN RIVER PROJECTS, LLC

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF) SS

ON THIS ____ DAY OF _____, 2020, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO PERSONALLY APPEARED NICK SCHLEKEWAY, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF GREEN RIVER PROJECTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY WHOSE NAME IS SUBSCRIBED TO THE WITHIN 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 HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC OF IDAHO

RESIDING AT _____

COMMISSION EXPIRES: _____

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

PLAT OF CLEAR CREEK ESTATES IS HEREBY ACCEPTED AND APPROVED THE ____ DAY OF _____, 2020, BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

APPROVAL OF VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF CLEAR CREEK ESTATES IS HEREBY ACCEPTED AND APPROVED THE ____ DAY OF _____, 2020, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

CERTIFICATE OF VALLEY COUNTY TREASURER

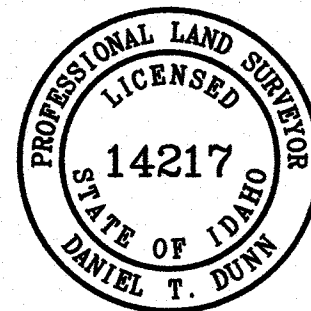
I THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF CLEAR CREEK ESTATES HAVE BEEN PAID IN FULL. THIS CERTIFICATION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

VALLEY COUNTY TREASURER

DATE

CERTIFICATE OF SURVEYOR

I, DANIEL T. DUNN, PROFESSIONAL LAND SURVEYOR NO. 14217, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT OF CLEAR CREEK ESTATES AS DESCRIBED IN THE "CERTIFICATE OF OWNERS", WAS DRAWN FROM A SURVEY CONDUCTED BY ME AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CERTIFICATE OF VALLEY COUNTY RECORDER

STATE OF IDAHO)
VALLEY COUNTY) SS

THIS IS TO CERTIFY THAT THE PLAT OF CLEAR CREEK ESTATES WAS FILED IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, THIS ____ DAY OF _____, 2018, AT ____ O'CLOCK ____ M. AT THE REQUEST OF _____ AND WAS DULY RECORDED AS INSTRUMENT _____ IN BOOK _____ OF PLATS ON PAGE _____

DEPUTY
EX-OFFICIO RECORDER

CERTIFICATE OF VALLEY COUNTY SURVEYOR

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

VALLEY COUNTY SURVEYOR

DATE

SHEET 2 OF 2

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM



From: Nick Schlekeway <nick@amherst-madison.com>
Sent: Tuesday, November 10, 2020 6:25 PM
To: Cynda Herrick <cherrick@co.valley.id.us>
Cc: Claire Meyer <claire@amherst-madison.com>
Subject: Re: Clear Creek Estates - Final Plat - Hearing

Hi Cynda,

I would like to get on the December hearing for final plat approval. See attached for a letter confirming that items in the CUP have been or are being wrapped up. I am not sure exactly the format that you want all this stuff in so please forgive me if it is. not as you would like. Dan said that he dropped the final plat off to you but I also attached a digital copy here.

- CCRS and Shared Road Agreement are attached here. They are one and the same document. Let me know if this needs to be done differently.
- I am in the process of getting a letter from Cascade Rural Fire now that all of their requirements have been met.
- Utilities are being installed today and I will get something from them once it/they are completed.
- this comment from your last email: "lot closure information so it can be reviewed by the Surveyor and Cadastral Specialist". I am not certain what you mean by "lot closure information" can you please clarify?

All items listed on the CUP (conditions for approval) from July have been accounted for or followed, as is applicable, and I will get you the remaining documentation ASAP.

Nick Schlekeway, Founder
Amherst Madison
208.546.0459
nick@amherst-madison.com

Planning & Zoning Commission – Valley County, Idaho

ATTN: Cynda Herrick, P&Z Administrator

November 10, 2020

Cynda,

All Conditions of Approval set forth by the Valley County P&Z in the permit dated July 21, 2020, as it relates to the Clear Creek Estates subdivision, have been satisfied as of the date of this letter or will be satisfied prior to November 30, 2020. All evidence of satisfaction for the Conditions, as set forth by your office, shall be submitted to you as attachments to this letter or individual submissions as they become available.

I would like to be entered on to the agenda for the December P&Z hearing that they may grant my request for final plat approval in the matter of Clear Creek Estates.

Thank You,

Nick Schlekeway, Developer



Manager, Green River Projects, LLC

**DECLARATION OF PROTECTIVE GOVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
AND SHARED ROAD AGREEMENT FOR CLEAR CREEK ESTATES**

EFFECTIVE DATE

[Type here]

TABLE OF CONTENTS

Article I. GENERAL	1
Section 1.01 Property Affected:	1
Section 1.02 Purpose of Declaration.	1
Section 1.03 Declaration.	1
Article II. DEFINITIONS	1
Section 2.01 Common Area and Facilities.	1
Section 2.02 Clear Creek Estates Association.	1
Section 2.03 Clear Creek Estates Association Board	1
Section 2.04 Clear Creek Estates Association Documents.	2
Section 2.05 Declarant.	2
Section 2.06 Declaration.	2
Section 2.07 Design Review Committee	2
Section 2.08 Improvement.	2
Section 2.09 Limited Assessment.	2
Section 2.10 Lot.	2
Section 2.11 Member	2
Section 2.12 Mortgage.	2
Section 2.13 Owner.	3
Section 2.14 Person	3
Section 2.15 Plat.	3
Section 2.16 Record, Recorded	3
Section 2.17 Regular Assessments	3
Section 2.18 Special Assessments	3
Section 2.19 Streets.	3
Section 2.20 Structure.	3
Section 2.21 Subdivision.	3
Article III. LAND USES AND IMPROVEMENTS	3
Section 3.01 Land Use and Living Units:	3
Section 3.02 Conditions and Limitations.	4

[Type here]

Section 3.03	In Home Businesses:	6
Section 3.04	Storage of Building Materials.....	6
Section 3.05	Parking	6
Section 3.06	Wild Game	7
Section 3.07	Animals	7
Section 3.08	Fences.	7
Section 3.09	Rebuilding or Restoration:	8
Section 3.10	Drainage:.....	8
Section 3.11	Utilities	8
Section 3.12	Snow Machines, Motorcycles, and All Terrain Vehicles:.....	9
Section 3.13	Prohibited Property Uses:	10
Section 3.14	Building and Grounds Conditions:	10
Section 3.15	Landscaping:	10
Section 3.16	Trash/ Refuse:	11
Section 3.17	Burning / Wood Burning Devices:	11
Section 3.18	Nuisances:	11
Section 3.19	Inoperative Vehicles:.....	11
Section 3.20	Signs:	12
Section 3.21	Noxious Weeds:	12
Section 3.22	Tree Removal:	12
Section 3.23	Fire Hazard Mitigation:	12
Section 3.24	Timeshares:.....	12
Section 3.25	Compliance With Law:	13
Section 3.26	No Further Subdivision:	14
Section 3.27	Shared Driveways:.....	14
Section 3.28	Exemption of Declarant:	14
Article IV.	DESIGN REVIEW	14
Section 4.01	Purpose and Theme of Controls:	14
Section 4.02	Design Review Committee:	15
Section 4.03	Documentation Required for Design Review Approval	15
Section 4.04	Basis for Approval or Disapproval:	15

[Type here]

Section 4.05	Form of Approval or Disapproval:.....	16
Section 4.06	Disputes:	16
Section 4.07	Proceeding with Work:	16
Section 4.08	Completion of Construction:.....	17
Section 4.09	Failure to Complete Work:.....	17
Section 4.10	Variances:.....	17
Section 4.11	Liability:.....	18
Article V. EASEMENTS	18
Section 5.01	Declarant's Reservations:.....	18
Section 5.02	Owners' Easements of Enjoyment:.....	19
Article VI. CLEAR CREEK ESTATES HOMEOWNER'S ASSOCIATION	19
Section 6.01	Association.....	19
Section 6.02	Membership.....	19
Section 6.03	Voting.....	19
Section 6.04	Joint Owner Disputes.	20
Section 6.05	Meetings of the Association.	20
Section 6.06	Cumulative Voting.....	21
Section 6.07	Board of Directors, Officers, and Majority Vote.	21
Section 6.08	Powers and Duties of the Association.....	21
Article VII. BOARD OF DIRECTORS:	23
Section 7.02	Non-Waiver.....	23
Section 7.03	Limitation of Liability.....	23
Section 7.04	Indemnification of Board Members.....	24
Section 7.05	Rules and Regulations/Retention of Third Parties Including Declarant.	24
Section 7.06	Borrowing Money.....	24
Article VIII. COVENANT FOR MAINTENANCE ASSESSMENTS	24
Section 8.01	Creation of the Lien and Personal Obligation of Assessments.....	24
Section 8.02	Purposes of Assessments.....	25
Section 8.03	Class B Members Not Obligated to Pay Assessments.	25
Section 8.04	Uniform Rate of Assessment.....	25
Section 8.05	Date of Commencement of Annual Assessments and Due Dates:	25

[Type here]

Section 8.06	Effect of Nonpayment of Assessments:	25
Section 8.07	Subordination of the Lien to Mortgages.	25
Section 8.08	Purpose of Regular Annual Assessments.	26
Section 8.09	Increased Annual Assessments:	26
Section 8.10	Special Assessments:.....	26
Section 8.11	Effect of Nonpayment of Assessment; Remedies:	26
Section 8.12	Suspension:	29
Article IX.	INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS	29
Section 9.01	Owner's Right of Inspection.....	29
Section 9.02	Rules Regarding Inspection of Books and Records.	29
Section 9.03	Director's Rights of Appointment.	29
Article X.	DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL.....	29
Section 10.01	Declarant's Right to Further Divide the Property:	30
Section 10.02	Successor Declarant:.....	30
Article XI.	GENERAL PROVISIONS	30
Section 11.01	Enforcement.	30
Section 11.02	Severability.	30
Section 11.03	Term and Amendment.	30
Section 11.04	Annexation.	31
Section 11.05	Duration and Applicability to Successors.....	31
Section 11.06	Attorney's Fees.	31
Section 11.07	Governing Law.	31
Section 11.08	Conflicts.	31
Section 11.09	Number and Gender:.....	31
Section 11.10	Captions for Content:	31

[Type here]

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
AND SHARED ROAD AGREEMENT FOR CLEAR CREEK ESTATES**

THIS DECLARATION is made by Green River Projects, LLC. ("Declarant")

Article I. GENERAL

Section 1.01 Property Affected: Declarant owns certain real property in Valley County, Idaho, which is shown as the Clear Creek Estates Subdivision on that certain Plat for the Clear Creek Estates Subdivision recorded with the Valley County, Idaho Recorder as Instrument No. [REDACTED], and more particularly described on the attached Exhibit A. Such property shall be referred to in this Declaration as "the Property".

Section 1.02 Purpose of Declaration. This Declaration is executed and recorded to define certain duties, powers and rights of Owners.

Section 1.03 Declaration. Declarant hereby declares that the Property is and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any portion thereof; (ii) shall inure to the benefit of portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Clear Creek Estates Property Owners Association as hereinafter described.

Article II. DEFINITIONS

Section 2.01 Common Area and Facilities. Common Area and Facilities shall mean Lot 9 depicted on the Plat, any common areas depicted on the Plat, including but not limited to the Street labelled Alpha View Place depicted on the Plat. Common Areas and Facilities owned by the Association are owned and maintained for the benefit of the Owners.

Section 2.02 Clear Creek Estates Association. "Clear Creek Estates Association" shall mean the Clear Creek Estates Property Owners' Association

Section 2.03 Clear Creek Estates Association Board "Clear Creek Estates Association Board" shall mean the Clear Creek Estates Property Owners' Association Board of Directors.

Section 2.04 Clear Creek Estates Association Documents. "Clear Creek Estates Association Documents" shall mean the various operative documents of the Clear Creek Estates Association, including: (a) the Articles of Incorporation of the Clear Creek Estates Association; (b) the Bylaws of the Clear Creek Estates Association; (c) the Declaration; and (d), and all Amendments to any of the aforementioned documents.

Section 2.05 Declarant. "Declarant" shall mean Green Rivers Projects, LLC and any successor bulk purchaser of the Property for development purposes.

Section 2.06 Declaration. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions and Easements for Clear Creek Estates.

Section 2.07 Design Review Committee "Design Review Committee" or "DRC" shall mean the committee created pursuant to Article IV.

Section 2.08 Improvement. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, dwelling units, fences, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, irrigation systems, walls, hedges, plantings, trees, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and Improvements.

Section 2.09 Limited Assessment. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, his or her family, tenants, invitees and/or licensees, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration or any supplemental declaration, including, without limitation, damage to any portion of the Property, or the failure of an Owner to keep his or her Lot in proper repair, and including interest thereon.

Section 2.10 Lot. "Lot" shall mean any and all lots legally depicted on the Plat.

Section 2.11 Member "Member" shall mean each Person holding a membership in the Association.

Section 2.12 Mortgage. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 2.13 Owner. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.14 Person "Person" shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.15 Plat. "Plat" shall mean the Clear Creek Estates Subdivision final plat, filed in Book [REDACTED] of Plats, at Pages [REDACTED] through [REDACTED], official records of Valley County, Idaho (a copy of which is attached hereto as Exhibit B and made a part hereof), as it may be amended from time to time.

Section 2.16 Record, Recorded "Record" and "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

Section 2.17 Regular Assessments. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Areas and Facilities and all other costs and expenses incurred to conduct the business and affairs of the Association, Regular Assessments shall also include reasonable operating and capital improvement reserves held by the Association for its future use in conducting all its duties and obligations contained in this Declaration.

Section 2.18 Special Assessments. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration or any supplemental declaration. Special Assessments shall also include reasonable capital improvement reserves held by the Association for its future use in conducting all its duties and obligations contained in this Declaration.

Section 2.19 Streets. "Street" shall mean the shared private road labelled Clear Creek Estates Way and the proposed emergency access road depicted on the Plat, including any bridges, sidewalks, and adjacent stormwater facilities.

Section 2.20 Structure. "Structure" shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

Section 2.21 Subdivision. "Subdivision" shall mean the Clear Creek Estates Subdivision.

Article III. LAND USES AND IMPROVEMENTS

Section 3.01 Land Use and Living Units: The Property shall be used and occupied solely for

single-family residential purposes. The Property shall not be split, divided or subdivided into a smaller lots or parcels than indicated on the Record of Survey as filed with the office of the County Recorder of Valley County, Idaho, except as otherwise provided in Section 10.01

Section 3.02 Conditions and Limitations. All single-family residences shall be subject to the following conditions and limitations:

- (a) No buildings other than one residence, a guest/caretaker residence and associated accessory buildings incidental and appurtenant to a private residence, shall be erected or maintained a Lot, provided, (1) a garage sufficient in size for Owner's vehicles must be constructed either as part of the primary residence or, if detached, within ninety (90) days after the construction of the residence; and, (2) no more than a total of three (3) buildings, or four (4) buildings if a guest/caretaker residence is constructed and if the garage is detached, shall be allowed on a Lot. No use whatsoever shall be made of any Lot herein other than as the site and grounds of a private residence. The term "private residence" as used herein is intended to exclude every form of multifamily dwelling, boarding or lodging house, and the like; and, any separate rental of any separate dwelling unit shall be specifically determined to be multi-family dwelling. This is not, however, intended to exclude a guest house, a house for family members, or caretakers' quarters for persons employed upon the premises, if such guest, family member's, or caretaker's housing is allowed by applicable Valley County Ordinances, and Central District Health. This is also not intended to exclude In Home Businesses described at Section 3.03. All building exteriors must be of similar materials and colors as others located on the Lot.
- (b) No structure of a temporary character, to specifically include mobile homes, premanufactured homes, modular homes, basement, shack, garage, barn or other outbuilding shall be used on a Lot at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Section 4.09; nor shall any residential structure be moved on to a Lot from any other location, unless the prior written approval of the DRC is obtained, such approval to be obtained in the same manner as for new construction.
- (c) A residence shall contain no less than 1,750 square feet, if single storied, or 2400 square feet, if two storied, of heated floor area devoted to living purposes (i.e. exclusive of roof or unroofed porches, terraces, basements or garages); and, all construction must be of good quality and done in a good workmanlike manner.
- (d) No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on or removed from a Lot unless and until the building plans, specification, and plot plan or other appropriate plans and specifications have been reviewed in advance

by the DRC, and the same have been approved in writing. The procedures for review are as more fully set forth in Article IV.

- (e) Detached garages, guest quarters, barns, outbuildings and storage sheds shall be allowed if in conformity with the provisions of this Declaration and the applicable ordinances of Valley County. Garages, storage sheds, patio covers, and all other structures shall be constructed of, and roofed, with the same or compatible materials, and with similar colors and design, as the residential structure on the Lot, or as otherwise approved by the DRC.
- (f) All access driveways shall have an all weather wearing surface approved by the DRC and shall be constructed to assure proper drainage. The foregoing is not a requirement that driveways be paved.
- (g) Each Lot shall have a street number discreetly placed at or near the street entrance to the Lot. All mailboxes and stands, if any, will be of consistent design, material and coloration.
- (h) Exterior lighting shall be part of the architectural concept of the improvements on the Lots. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the DRC. Lighting shall be restrained in design, and excessive brightness shall be avoided. For instance, flood lights and other similar bright lights shall not be allowed; and all lighting shall be shielded and directed downward. All lighting shall be in compliance with the Valley County lighting ordinance.
- (i) The maximum height of any building on a Lot shall be in compliance with the applicable Valley County land use or zoning ordinances, but shall not exceed thirty five (35) feet in height, measured from the grade which pre-existed construction to the highest point of any roofline.
- (j) Roofs shall be covered with nonflammable materials (e.g. nonreflective metal, tile, fiberglass shingles, fire retardant wood shingles or shakes). No galvanized metal roofs shall be allowed. Metal roofs shall be of earth tone colors which are compatible with the Property. Owners desiring to use non-metal roofs must demonstrate to the DRC that the desired material is fire resistant.
- (k) The color and type of the exterior surfaces of any structure shall be subject to approval by the DRC. Exteriors must be of natural materials (i.e. wood or stone); provided, the DRC may, upon petition from an Owner, allow a non-natural material if, after reviewing samples, the DRC is convinced that the material has a natural appearance consistent with these covenants. Earth tone colors shall be preferred, except for trim.

- (l) No TV Satellite dishes larger than thirty-six inches (36') in diameter shall be allowed.
- (m) The setback of any structure shall be in compliance with the applicable Valley County land use or zoning ordinances, but side, rear, and front setbacks shall be not less than fifty feet (50').

Section 3.03 In Home Businesses: "In home business," which involve the coming and going of clients or customers or the parking or storage on a Lot of vehicles, machinery, equipment or materials shall not be allowed, except by permission of the DRC granted following the process for variances specified in Section 4.10 below. The DRC shall not grant the request from an Owner to conduct an in home business which involves the coming and going of customers or clients or the parking or storage on or near a Lot of vehicles, machinery, equipment or materials unless the DRC determines in its sole discretion that the conduct of any such business will not impair the Owner's quiet enjoyment of their residences.

Section 3.04 Storage of Building Materials No building materials shall be stored on a Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 3.05 Parking

- (a) Parking: Guest and Owner parking shall be accommodated on the Lots with no parking of vehicles allowed on private or public streets.
- (b) Boats, Campers and other Vehicles. No boats, trailers, tractors, recreational vehicles (i.e., any trailers, campers, motorhomes, automobile campers or similar vehicle or equipment) dilapidated, unrepaired or unsightly vehicles, or similar equipment, motorcycles, snowmobiles, trucks (working or non-working) greater than three-quarter (3/4) of a ton in size shall regularly or as a matter of practice be parked or stored on any portion of a Lot (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing, by the DRC.

Notwithstanding the foregoing, any boat, camper trailer or recreational vehicle which is in good repair and working order which does not exceed the following dimensions may be stored on the side yard of a Lot between front and rear yard setbacks if screened by a six (6) foot fence: eight (8) feet wide, twenty-seven (27) feet long and ten (10) feet high. Provided, however, such storage may not be located within 100 feet of the street. Any storage pad must be surfaced with concrete.

Provided, visitors and guests may park a camper, motor home or trailer on a Lot and not in an enclosed structure or screened from view (as provided in the prior two paragraphs) but only for a reasonable term, not to exceed forty-five (45) days in any 3-

month period, except with special permission of the DRC.

Section 3.06 Wild Game Nothing shall be done or kept on the Property which will inhibit, interfere with, or endanger the wild game which enter onto the Property, or anywhere in the Subdivision. The Owners must understand and accept the fact that the wild game will eat landscaping, plants and trees. The Owners may use only game-friendly means of protecting their landscaping. Wild game shall not be fed within the Property.

Section 3.07 Animals No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that dogs, cats or other household pets ("Pets"), horses, llamas, cows, sheep, goats or other similar non-offensive pasture animals ("Animals") for the Owners' personal use may be kept, provided, that an Owner may only keep and maintain a number of Animals equal to the number of acres so owned, rounded to the next highest whole number. For example, the Owner of a 5.2 acre Lot would be permitted to keep and maintain 6 Animals on the Lot.

Any permitted Pets and Animals shall be properly restrained and controlled at all times they are outside the boundaries of an Owner's Lot. Each Owner shall be obligated to control the Pets and Animals on the Owner's Lot and such Owner shall be responsible for any damage caused by the Pet or Animal. In the event an Owner constructs or maintains a kennel or other restraining area upon a Lot, such shall (i) be located on a Lot in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners and (ii) at all times be kept in a clean and odor-free condition. Under no circumstances shall Animals be permitted in the front yard of a Lot. Mules, jackasses, pigs, chickens or other similar agricultural animals whose habits or odors are a nuisance or offensive in a residential neighborhood shall not be permitted on any Lot. If a permitted Animal gives birth, the exceeding of the limited number herein provided shall be permitted so long as reasonably necessary to allow for normal nurturing until separation is practical, not exceeding one (1) year. Any disputes arising or interpretations concerning the provisions of this Section shall be determined by the DRC whose decision shall be binding.

All Lots must be maintained in a clean and odor-free condition.

Each Owner of a Pet or Animal shall be financially responsible and liable for any damage caused by said Owner's Pet or Animal, and shall be responsible for the pickup and disposal of any excrement deposited by his Pet or Animal.

All dogs must be restrained so that they do not leave the Lot. Dogs shall not be allowed to disturb other Owners, by barking or otherwise.

Section 3.08 Fences. No fence, wall or hedge higher than six (6) feet shall be erected or maintained on a Lot, save and except, however, with the written consent of the DRC. The DRC shall have complete control over the allowance of a fence over the six-foot height limit. No

fence, except exterior Lot perimeter fencing, may be constructed of wire or metal. Fencing made of natural materials such as wood and stone materials shall be preferred. All exterior, interior or cross fencing shall first be approved by the DRC. Fencing on the perimeter (i.e. external boundaries) of the Lot may be wire.

Section 3.09 Rebuilding or Restoration: Any dwelling unit or other improvement which may be destroyed in whole or in part must be rebuilt, or all debris must be removed and the Lot restored to a slightly condition. Such rebuilding, restoration or removal shall be completed within reasonable promptness and in any event within two (2) years from the time the damage occurred.

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

Section 3.11 Utilities

- (a) **Telephone. Electrical:** The Declarant shall provide underground electrical power and telephone service to the Lots. Owners agree to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. Solar panels are allowed, but must be approved by the DRC. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.
- (b) **Domestic Water.** Declarant is under no obligation to deliver domestic water or furnish rights-of-way in connection with the delivery of domestic water to any Lot. Each Owner is required to provide such domestic water by the drilling and installation of a domestic water well on the Lot. Each such domestic water well shall comply in all respects with regulations and health standards of any governmental entity having jurisdiction thereof.
- (c) **Irrigation Water.** Declarant has no obligation to deliver irrigation water to the individual Lots, but each Lot shall be entitled to an easement necessary to convey irrigation water from laterals or head ditches across other Lots to a point of use on each Lot. Said ditches shall be so located as to not unreasonably interfere with the maximum use and enjoyment of each Lot, giving full account to unsightliness, danger to children and maintenance. Each Owner shall be responsible for the cleaning and the upkeep of the irrigation water supply ditches located on such Owner's Lot and for waste water courses crossing such Owner's Lot. In the event two (2) or more Owners use the same irrigation

water supply ditch located on or near their common boundary line, they shall share the upkeep and cleaning of the same on an equal basis. Any driveway or landscaping constructed or installed on a Lot which crosses any irrigation water or waste water ditch or lateral shall enclose the same within a suitable pipe of such material and dimensions as shall assure continued uninterrupted flow of water and any such installation shall be approved by any governmental entity or irrigation district having jurisdiction thereof prior to construction and installation.

No Owner or Occupant of a Lot shall place a pump or other device to divert water from any lateral ditch or canal located within the Property which is used to transport water to any location outside of the Property. In addition, no Owner or Occupant of a Lot shall deposit, place, dispose of or otherwise cause or allow any trash; garbage, refuse or other item of any kind in any lateral ditch or canal or other ditch within the Property.

The costs and expenses incurred for the operation and maintenance of any irrigation system serving the Lots shall be paid as provided in Article VIII, below.

The failure or refusal of an Owner(s) to perform the cleaning and upkeep of the laterals or other irrigation water or waste water ditch located on such Owner's Lot or which such Owner(s) has an obligation to perform as provided above, shall entitle the DRC to perform, or cause to be performed, such cleaning and upkeep, and the costs and expenses incurred by the DRC in connection therewith shall be subject to a Limited Assessment.

Nothing herein is intended, nor shall be construed, as a representation by the Grantor that any or all of the Lots within the Subdivision will be provided with irrigation water on a gravity flow basis, and each Owner of a Lot shall be responsible to provide a pump(s) or other supplemental system to supply irrigation water to his Lot if required.

- (d) **Sewer Disposal.** All sewerage disposal for each Lot shall be in a private septic tank system which shall be designed, constructed and installed on each Lot in accordance with the requirements of the governmental entities having jurisdiction thereof. Declarant shall have no obligation for the construction or approval of any sewer disposal system or the connection thereof. Drainage from a septic tank located on a Lot shall be kept within the boundaries of the Lot on which it is located. If so required by the governmental entity having jurisdiction thereof, Owners shall be required to install dry line sewer facilities at the time of the initial construction of the Improvements.

Section 3.12 Snow Machines, Motorcycles, and All Terrain Vehicles: All terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may not be operated within the Subdivision.

Section 3.13 Prohibited Property Uses:

- (a) There shall be no mining, smelting or milling of ores or similar mineral operations within the Subdivision.
- (b) No outdoor privy or any common cesspool shall be installed on a Lot at any time.
- (c) Nothing shall be done or kept on any Lot by any person which will increase the rate of insurance on any adjoining property or which will result in the cancellation of any insurance or which constitutes a violation of any law.
- (d) No excavation shall be made on any Lot except as is necessary for the erection of approved structures, in which case the same shall be properly filled within thirty (30) days of the completion of the underground work.
- (e) No hunting of any kind or discharging of firearms shall be allowed within the Subdivision for any reason.

Section 3.14 Building and Grounds Conditions: Each Owner shall maintain the exterior of his or her dwelling unit and all other improvements in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. The Owner shall maintain the Owner's Lot in good appearance at all times.

Section 3.15 Landscaping: Of critical concern with regard to landscaping in the Subdivision is the preservation of the stability of hill sides and the prevention/control of wild fires. Lot Owners are recommended to utilize firewise landscaping around structures to prevent wild fire damage. Native, drought resistant plant species shall be preferred. Within ninety (90) days after substantial completion of an Owner's residence on a Lot, such Owner shall install the landscaping provided for in the plans and specifications approved for the residence and shall thereafter maintain the landscaping on his/her Lot in a neat and attractive condition including all necessary gardening and to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation originally placed on the lot by Declarant, or included in such plans. Every Owner shall take all action necessary to restrict the growth of, and to remove all noxious weeds and grasses in accordance with any local, state or federal requirements. Whenever practical, weed control actions shall not be chemically dependent but shall utilize plantings and other means of control. The DRC may adopt rules regulating landscaping permitted and required. In the event 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, or shall fail to remove noxious weeds and grasses as required above, the DRC, upon fifteen (15) days prior written notice to such owner, shall have the right to correct such condition and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such

cost shall, create a lien enforceable in the same manner as other assessments as set forth in this Declaration. Any areas not irrigated by Owners or in the Common Area shall, if the native vegetation is removed, be seeded with drought resistant dry grass species or other non-invasive native vegetation. The DRC shall be the final arbiter of what constitutes non-invasive native vegetation.

Section 3.16 Trash/ Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, grass or shrub clippings, construction debris, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections. Garbage containers shall be "bear-proof".

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

Section 3.17 Burning / Wood Burning Devices: No burning of any household garbage, trash or other noxious refuse shall be permitted within the Subdivision. Burning of natural materials such as grass/tree trimmings shall take place only with required permits from the local Fire Department and any other agency or authority with jurisdiction. The policies, practices and instructions of such entity shall be strictly followed. Only one wood burning device for each building shall be allowed on a Lot, up to a maximum of two (2) wood burning devices per Lot. The use of propane fireplaces or heating units is preferred.

Section 3.18 Nuisances: No noxious or offensive activity shall be carried on upon the Property or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within the any Lot or in any dwelling unit

Section 3.19 Inoperative Vehicles: No unused, stripped down, partially wrecked or otherwise inoperative motor vehicles or parts thereof shall be permitted to be parked on any common easement or road within the Property.

Section 3.20 Signs: The only signs permitted on a Lot or improvement shall be:

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

Section 3.21 Noxious Weeds: If a Lot is disturbed as a result of grading or construction, it shall be revegetated to at least its original state no later than one construction season after being disturbed. Additionally, each Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan.

Section 3.22 Tree Removal: No tree which is in good health, one inch (1") in diameter or greater, and within fifty feet (50') from any property line shall be removed from a Lot without the prior consent of the DRC.

Section 3.23 Fire Hazard Mitigation: No combustible material shall be placed or allowed to accumulate within three (3) feet of a structure. Within a thirty foot (30') perimeter surrounding a dwelling, grasses shall be kept below six inches (6") in height, shrubs and trees shall be appropriately thinned, mature conifers shall be limbed to a height of eight feet (8') above the ground and all dead and down wood shall be removed.

Section 3.24 Timeshares:

- (a) Except as otherwise approved in writing by the DRC, which approval can be withheld for any reason, the Lots, whether leased or owned, shall not be used:
 - (i) for the operation of a timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years; or,
 - (ii) for the operation of a reservation or time-use system among co- Owners of the Lot, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded,

fixed or floating, if one or more of the following conditions exist:

- 1) such system is adopted, imposed or managed by a party other than the co-Owners themselves, or,
- 2) the ownership interest in the Lot is publicly marketed for sale subject to such system, or,
- 3) the co-Owners are or were required as a condition of purchase of the ownership interest in the Lot to subject the interest to a pre- determined reservation or time-use system among co-Owners; or,
- 4) in the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving a Lot, or involving a Lot and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating (such interest referred to herein as an "Interest"), if one or more of the following conditions exist:
 - a) such system is adopted, imposed or managed by a party other than the Interest holders themselves, or,
 - b) the Interest is publicly marketed for sale, or,
 - c) the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others;

(all of the foregoing uses, systems or programs are collectively referred to as a "Timeshare Program").

- (b) Mere co ownership of a Lot, ownership of a Lot by an entity, or leasing of a Lot shall not create a Timeshare Program unless it meets any of the conditions described above in this Section.

Section 3.25 Compliance With Law: No part of the Property shall be used, occupied, altered, charged, improved or repaired except in compliance with all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the United States of America, State of Idaho, County of Valley, and all other municipal, governmental or lawful authority whatsoever, affecting the Property or the improvements thereon or any part thereof.

Section 3.26 No Further Subdivision: Lots may not be further subdivided, except as otherwise provided in Section 10.01.

Section 3.27 Shared Driveways: Certain Lots share a common driveway easement as depicted on the Plat. Lot Owners shall be equally responsible for maintaining shared driveways on easements that serve their respective Lots. Declarant has no obligation to replace, repair, or maintain any shared driveway or shared driveway easement area.

Vehicles must not be parked in a shared driveway or in a manner that blocks another's access to their garage or residence.

Section 3.28 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of improvements to and on any Lot or any portion of the Property owned by Declarant or to construct such additional improvements as Declarant deems advisable in the course of development of the Property, so long as any Lot remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights of way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Lots and/or the Property. Declarant need not seek or obtain DRC approval of any such improvements constructed or placed by Declarant on a Lot or any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded in the Office of the Valley County Recorder.

Article IV. DESIGN REVIEW

Section 4.01 Purpose and Theme of Controls: It is the desire of the Declarant that design controls be implemented for all building improvements to insure that the overall excellence of the Clear Creek Estates Subdivision shall be maintained throughout its development. To this end, a Design Review Committee ("DRC") will be established pursuant to Section 4.02 to guide the site development and design of all structures and to aid the residential home builders to discover the opportunities and limitations of their building sites. All of the residential improvements will be encouraged to offer a diversity of types, sizes and styles of architecture and yet will be required to conform to a total visual homogeneity.

The discretion hereinafter invested in the DRC will be exercised towards the end that high standards of workmanship and quality of materials will be maintained throughout the Development and that all improvements will be in harmony with and complement the natural

landscape, topography and flora.

Section 4.02 Design Review Committee: No building, fence, wall, structure or other improvement shall be commenced, erected, altered, placed or maintained upon the Property nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the DRC, which shall initially be Nick Schlekeway. If Nick Schlekeway is unable to act, the Declarant shall become the DRC; and, if the Declarant resigns or is unable to act, the Clear Creek Estates Association Board shall become the DRC.

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

Section 4.03 Documentation Required for Design Review Approval

No structure or improvement shall be considered or approved by the DRC until the Lot Owner has submitted the following information to the DRC:

- (a) Two (2) sets of plans and specifications for the proposed improvements;
- (b) A site plan of the Lot showing the location of all existing and proposed improvements, and which also identifies the location, size and type of all trees proposed to be removed;
- (c) Drawings showing all exterior building elevations;
- (d) A schedule of exterior materials and colors to be used on the proposed improvement; and,
- (e) The Owner's proposed construction schedule.

Section 4.04 Basis for Approval or Disapproval:

The DRC shall give its approval for the requested improvement only if:

- (a) The Owner or applicant shall have strictly complied with the requirements of Section 4.03 hereof;
- (b) The DRC finds that the plans and specifications conform to the requirements of Article III of this Declaration, and furthermore that the owner or applicant is in compliance with all of the provisions and requirements of this Declaration in its entirety; and,

- (c) The DRC, in its sole and reasonable discretion, finds that the proposed improvement is compatible with the theme of this Development and with the purposes and intent of this Declaration as a whole as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

The DRC may waive submission of plans and specifications for approval where minor construction or a minor addition to an existing structure is involved which does not appear to materially affect the Development.

Section 4.05 Form of Approval or Disapproval:

- (a) All approvals given under Section 4.04 shall be in writing; provided, however, that as to any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the DRC, such approval will not be required and the provisions of this Section will be deemed to have been fully complied with.
- (b) In disapproving any plans and specifications or other documents the DRC shall specify, in writing, the deficiencies it has relied upon in rendering such disapproval and shall give the applicant the right and opportunity to resubmit his plans and specifications or other documents in amended form. The DRC shall thereafter reconsider such documents as if they were being submitted for the first time.
- (c) One set of plans and specifications as finally approved or disapproved shall be retained by the DRC as a permanent record.
- (d) Nothing contained in this Section shall be deemed to relieve the Owner of any Lot from complying with all of the provisions of this Declaration or with the provisions of all applicable building codes, zoning regulations, or other governmental regulations or laws governing the lands within this development

Section 4.06 Disputes: In the case of any challenge to a decision of the DRC, the decision shall be upheld unless it is found by clear and convincing evidence that the DRC's decision is: (i) in express violation of this Declaration or any other rules or regulations; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive.

Section 4.07 Proceeding with Work: Upon receipt of approval from the DRC pursuant to Section 4.05 above, the Owner shall, as soon as practicable, satisfy all the conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations authorized by such approval, said commencement to be in all cases within one (1) year from the date of such approval. If the Owner shall fail to comply with this Section, the approval given pursuant to Section 4.05 shall

be deemed revoked, unless the DRC upon written request of the Owner made prior to the expiration of said one (1) year period extends the time for such commencement. No such extensions shall be granted except upon a finding by the DRC that there has been no change in the circumstances upon which the original approval was granted.

Section 4.08 Completion of Construction: The Owner shall complete the construction authorized by the approval given in Section 4.05 within one (1) year after the commencement of construction thereof; except, and only for so long, as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, acts of God, unusual wintertime conditions, actual inability of the Owner to procure deliveries of necessary material, or by other forces or persons beyond the control of the Owner; and, except as otherwise permitted by the DRC in writing. Financial inability of the Owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond his control. For the purposes of this Section 4.08, "Commencement of Construction" for new improvements is defined as the obtaining of the necessary building permits and the excavation of earth for a foundation, and for all other improvements is defined as the undertaking of any visible exterior work. Under no circumstances shall the aforesaid one (1) year completion deadline be extended for more than one (1) additional year, except upon a vote of a majority of the Members who are present or represented by proxy at a duly noticed membership meeting at which a quorum is present.

Section 4.09 Failure to Complete Work: Any construction which is not completed in a good and workmanlike manner, or in substantial conformity to the plans and specifications approved for it by the DRC, within the time limits provided by this Article, and where such failure is not excused by the provisions hereof shall be deemed a nuisance, and the DRC shall have the right, at its sole option, to enter upon the premises and to have such incomplete construction removed or to carry such construction forward to completion. In such case, the costs and expenses incurred in such removal or completion shall constitute a lien upon the property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in removing or completing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

Section 4.10 Variances: Upon written request from an Owner, the DRC may grant a variance from any of the provisions of Article III, except that limiting land use in the Subdivision to single family residential uses, as follows:

- (a) The request shall be submitted to each DRC member and must explain the precise nature of and reasons for the requested variance.
- (b) The request shall be denied unless the applicant establishes compelling reasons for the request. Neither the cost of compliance with the Declaration, nor the convenience of

the applicant shall in and of themselves be grounds for a variance;

- (c) If a DRC review of building/improvement plans involves a variance request, then the thirty (30) day time frame contained in Section 4.05(a) above shall be extended to sixty (60) days.

Section 4.11 Liability: Neither the Clear Creek Estates Association nor the Design Review Committee nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article shall not relieve the Owner of strict compliance with applicable governmental laws or regulations.

Article V. EASEMENTS

Section 5.01 Declarant's Reservations:

- (a) An easement on, over, along and across that portion of each Lot adjacent to Alpha View Place required for the maintenance, repair and/or reconstruction of such road by the Declarant or the Association, and their contractors and agents
- (b) An easement on, over, along and across that portion of each Lot adjacent to and Common Area & Facilities required for the maintenance, repair and/or reconstruction of such Common Area & Facilities by the Declarant or the Association, and their contractors and agents
- (c) Declarant hereby creates and reserves to itself an unrestricted, perpetual easement in and right of use of all roads and easements shown on the Record of Survey and Plat for the extension of telephone/utilities to adjoining properties and for uses which may include, but not be limited to all vehicles and uses reasonably associated with: personal use; residential use; agricultural use; commercial agriculture; timber transport, including commercial timber harvesting; and, use by assignees, purchasers and successors of Declarant, including purchasers of property in Clear Creek Estates. Thus, the aforesaid reserved rights/easement shall not be restricted in terms of amount or type of use; provided, it shall be the responsibility of commercial agricultural or timber users to promptly repair any damage to the road caused by their use; and, residential users shall share pro-rata in the cost of maintaining the roads.
- (d) Declarant reserves a twenty-foot (20') utility and drainage easement along the interior line of each Lot.

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

Section 5.02 Owners' Easements of Enjoyment: Subject to Section 8.12, every Owner of a Lot shall have an easement and equitable rights of use and enjoyment in and to and throughout the Common Areas and Facilities as well as a non-exclusive easement and equitable right of ingress, egress and support over and through the Common Areas and Facilities. Each such easement and right shall be appurtenant to and pass with the title of every Lot.

Article VI. CLEAR CREEK ESTATES HOMEOWNER'S ASSOCIATION

Section 6.01 Association. Declarant shall organize the Association, which shall be registered and organized as a nonprofit corporation under the laws of the State of Idaho. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any inconsistency or conflict between the Articles, Bylaws, and this Declaration, the provisions of the Declaration shall control. In the event of any inconsistency or conflict between the Articles and the Bylaws, the provisions of the Bylaws shall control.

Section 6.02 Membership.

- (a) **Qualification.** Each Owner, by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a "Member" of the Association.
- (b) **Transfer of Membership.** The Association membership of each Owner (including Declarant) shall be appurtenant to a Lot and shall not be transferred, pledged, or alienated in any way except upon the transfer of legal and equitable title to a Lot, and then only to the transferee of such title. Any attempt to make a prohibited transfer shall be void. Any transfer of legal and equitable title to said Lot shall operate automatically to transfer said membership to the new owner thereof.

Section 6.03 Voting.

- (a) **Number of Votes.** The Association shall have two classes of voting membership:
 - (i) **Class A.** Class A members shall consist of the Owners of Lots, all of whom shall be entitled to one vote for each Lot owned. The Owner of each Lot may, by notice to the Association and signed proxy, designate a person (who need not an Owner) to exercise the vote for such Lot. Said proxy shall revocable at any time by notice to the

Association by the Owner. Such proxy may be granted or revoked by the guardian, of an Owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an Owner's estate, by his personal representative or administrator where the latter's interest in said property is subject to administration in his estate.

- (ii) Class B Members shall be Declarant and its successor in interest to any unimproved Lots held by such successor for resale to a builder or any other person for the purpose of constructing a residential dwelling thereon and to which Declarant has specifically granted Class B voting rights in writing. Class B Members shall have ten (10) votes per Lot owned by such Class B Member. Class B Membership shall cease upon the earlier of (1) when all the Lots in the subdivision have been sold to Owners other than Declarant or a successor in interest to Declarant which has been specifically granted Class B voting rights in writing as provided above or (2) twenty (20) years from the date the first Lot is sold to a Class A Member.

Section 6.04 Joint Owner Disputes. The vote for each such Lot shall, if at all, be cast as unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they are acting with the authority and consent of all other Owners of the same Lot.

Section 6.05 Meetings of the Association. There shall be a meeting of the Association on the 21st day of June of each year at 6:00 o'clock p. m. at a location in Cascade, Idaho, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the Members by depositing the same in the United States mail, postage prepaid, not less than seven (7) nor more than sixty (60) days prior to the date fixed for said meeting. A special meeting of the Members may be called at any reasonable time and place by notice of the Board or by the Members having 20 percent (20%) of the total votes and delivered to all other Members not less than fifteen (15) days prior to the date fixed for said meeting. The presence at any meeting, in person or by proxy, of the Members entitled to vote at least a majority of the total votes shall constitute a quorum.

The president of the Association (or the vice president in his absence) shall act as chairman of all, meetings of the Members and the secretary of the Association (or an assistant secretary thereof in his absence) shall act as Secretary of all such meetings. Members of the Board shall be elected by cumulative voting. At each annual meeting, the Board shall present a written accounting of the Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each Member. Within ten (10) days after the date set for each annual meeting, or as soon thereafter as practical the assessment statement shall be delivered to the Members not present at said meeting.

Section 6.06 Cumulative Voting. In any election of the members of the Board, every Member entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that Member is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

Section 6.07 Board of Directors, Officers, and Majority Vote. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws. The Board shall be composed of not less than three (3) persons but not more than five (5). Other than the Initial Directors, as set forth in the Articles, the Directors will be Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor. The Board may adopt such rules as it deems proper to enable it to properly perform its duties as long as any such rules are not inconsistent with the Restrictions, Articles and Bylaws. A copy of the Board's rules, if enacted, shall be available to any Member upon request.

Officers shall serve for a period of one year and shall be nominated and elected at each annual meeting of the Association.

Section 6.08 Powers and Duties of the Association.

The powers of the Association shall include, but not be limited to those powers necessary, conducive or incidental to the accomplishment of its purpose and performance of its functions but shall not extend to the conduct of a trade or business for profit. Specific powers of the Association shall include, without limitation, the following:

- (a) The main purpose and function of the Association shall be to manage, control and maintain the Common Areas and Facilities for the benefit of its Member Owners and to regulate use and enjoyment thereof by the Owners and their licensees and invitees and by all other persons and in general to promote and further the common interests and welfare of, and harmony among, its Member. The Association's responsibility for management and control of the Common Areas and Facilities shall extend to all Common Areas and Facilities within the Subdivision. The Association's management and control duties shall embrace all functions necessary to ensure the preservation of the Common Areas and Facilities and their continued availability for use and enjoyment by Lot owners, including but not limited to physical control and regulation, maintenance, repair and replacement and payment of the costs thereof, payment of use charges or assessments (including water, sewer, waste collection and utility charges not individually metered or charged to individual lots) and insurance against fire, theft and

other common hazards and casualties.

- (b) **Enforcement of Governing Instruments:** Enforcement of the instruments governing ownership and control of Clear Creek Estates Subdivision and regulating the conduct of the Association and its members, including without limitation this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, all amendments and supplementations thereof, and all other instruments for the ownership, management and control of the Subdivision (the "Governing Instruments").
- (c) **Atkin Lane Road Maintenance Agreement:** Entering into a road maintenance agreement with the adjacent property owners not included in the Subdivision so the property owners that use Atkin Lane and the Lot Owners can participate financially and proportionally for the upkeep, repair, maintenance, and improvement of Atkin Lane.
- (d) **Payment of Taxes, Assessments and Expenses:** Payment of all taxes, assessments and expenses which shall be or could by law become a lien upon the Common Areas and Facilities or any portion thereof
- (e) **Insurance:** Procurement of and payment for casualty, liability and other appropriate insurance for protection of the Association and its Members and their property held in common.
- (f) **Delegation of Powers:** Delegation of its powers to committees, officers and employees as authorized under the Governing Instruments described above. However, the Association and the Board shall not and cannot delegate to any committees, officers or employees the right to levy fines, hold hearings, or impose discipline
- (g) **Budget and Financial Statements:** Preparation of budgets and financial statements for management and reporting of its fiscal and financial affairs, as prescribed by the Governing Instruments described above
- (h) **Rules, Regulations and Operating Procedures:** Formulation and adoption of rules, regulations and operating procedures for management of the Common Areas and Facilities and conduct of the Association's affairs, by promulgation of the Governing Instruments described above
- (i) **Disciplinary Proceedings:** Initiation and execution of disciplinary proceedings against its Members for violations of the provisions of the Governing Instruments, in accordance with procedures set forth in said Governing Instruments
- (j) **Levy of Assessments:** Collection of funds for accomplishment of its purpose and performance of its functions by levy of assessments in accordance with the provisions of the Governing Instruments

- (k) Legal Action: Commencement and prosecution of legal action for accomplishment of its purposes and performance of its function; and
- (l) General Powers: Performance of all other acts and deeds necessary or expedient in the administration of its affairs and attainment of its purpose.

Article VII. BOARD OF DIRECTORS:

All power and authority of the Association as herein granted and as provided by law shall be vested in and exercised by the Association's governing body, the Board of Directors as provided in the Bylaws; providing, however, that unless authorized by the approval of at least two-thirds of the votes of the Class A and Class B Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to the Bylaws, and when a quorum is represented, the Board shall not:

- (a) Enter into a contract with a third person or entity whereby such person or entity will furnish goods or services for the Common Areas and Facilities of the Association for a term longer than one (1) year.
- (b) Spend money for any purpose from the capital expenditure investment account of the Association;
- (c) Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board may cause a Member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

Section 7.02 Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or restrictions of this Declaration, the Plat, or the Association's articles of incorporation or by-laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term or restriction, but such term or restriction shall remain in full force and effect. Failure by the Board to enforce any such term or restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant, exercising the powers of the Board during the initial period of operation of the Association.

Section 7.03 Limitation of Liability. Neither the Board nor Declarant shall be liable for any failure of any utility or other service to be obtained and paid for by the Board and/or Declarant, or for injury or damage to a Person or property caused by the elements, or by any Owner or other Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or

stored by Owners on the Property. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or any Lot or from any action taken to comply with any law, ordinance, or order of a governmental authority.

Section 7.04 Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorney's fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful.

Section 7.05 Rules and Regulations/Retention of Third Parties Including Declarant. The Board shall have the absolute right to adopt any rules, regulations, or policies it deems to be in the best interest of the Property and/or the Owners. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties (including Declarant) to operate, maintain and manage the Association, including, to perform any right, duty or obligation of the Board or Association as contained herein. In the event the Board retains the services of Declarant to perform property management or other services, the Declarant shall be entitled to reasonable compensation for such services.

Section 7.06 Borrowing Money. The Board shall have the right to borrow money from Declarant or any other third party upon such commercially reasonable terms as determined by the Board.

Article VIII. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed to any portion of the Property, is deemed to covenant and agree to pay the Association all Regular Assessments, Special Assessments, Limited Assessments and fees as levied thereby. Regular, Special and Limited Assessments, together with fees interest, costs, late fees and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. The obligation for delinquent Assessments shall run with the land and pass to an Owner's successors in title. Declarant has no obligation to pay any Assessments.

Section 8.02 Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for any purpose discussed herein, including, without limitation, the operation, maintenance, repair and/or replacement of the Common Area & Facilities, Alpha View Place, any storm water drainage or pressurized irrigation system, as well as the operation of the Association.

Section 8.03 Class B Members Not Obligated to Pay Assessments. Declarant and Class B Members shall have no obligation to pay any assessments.

Section 8.04 Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 8.05 Date of Commencement of Annual Assessments and Due Dates: Regular Assessments provided for herein shall commence as to all Lots on the closing date of the sale of a Lot from Declarant to an Owner. The first Regular Assessment for any Owner shall be pro-rated according to the number of days remaining in the calendar year corresponding to the Regular Assessment. The Board shall fix the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. Written notice of the Regular Assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8.06 Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. The date of delinquency is the date which is thirty (30) days after the due date of any Assessment. Additionally, a late fee equal to ten (10%) of the overdue amount shall be added to and charged on each Assessment which is not paid by the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 8.07 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. The sale or transfer of any Lot shall not affect the Assessment lien, however, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such Assessments as to payments which

became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 8.08 Purpose of Regular Annual Assessments. Regular Assessments levied by the Association shall be used exclusively to defray expenses attributable to ownership, operation and furnishing of common interests by the Association, to promote the recreation, health, safety and welfare of the Members, and to defray other expenditures incurred by the Association in the performance of its duties as set forth in the Articles, this Declaration and the Association Bylaws. Annual assessments shall be levied for but not limited to the following:

- (a) Maintenance, repair and operation of the Common Areas and Facilities.
- (b) A standard fidelity bond and/or insurance policy covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

Section 8.09 Increased Annual Assessments: The regular annual assessment shall be prescribed by the Board without a vote of the membership in accordance with the Association budget requirements, provided however that the maximum annual assessment may be increased above twenty percent (20%) of that levied for the immediately preceding fiscal year only with the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to the Bylaws, and when a quorum is represented.

Section 8.10 Special Assessments: In addition to the annual assessment authorized herein the Association may levy in any assessment year a special assessment against all Owners, applicable to that year only for the purpose of defraying, in whole or in part, any inadequacy of the annual assessment, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas and Facilities, including the necessary fixtures and personal property related thereto; provided however that if the special assessment levied to defray the costs of any action or undertaking on behalf of the Association in the aggregate exceeds Five Percent (5%) of the budgeted gross expenses of the Association for that fiscal year, such assessment may not be levied absent the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to the Bylaws, and when a quorum is represented.

Section 8.11 Effect of Nonpayment of Assessment; Remedies: By acceptance of conveyance of a Lot subject to this Declaration each Lot Owner covenants and agrees to make payment to the Association of assessments levied pursuant hereto promptly as due, and further covenants and agrees to enforcement of such payment, in the event of default, by the remedies provided herein.

- (a) **Late Charges And Interest:** Imposition of late charges or interest by the Association for the delinquent payment of regular and special assessments, provided however that the charges so imposed shall be equal to the greater of the following: Twenty-Five Dollars (\$25.00); or, One and One-Half Percent (1.5%) per month computed on the outstanding balance which shall include any late charges previously assessed and unpaid from month to month.

No charge may be imposed more than once for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The payment of an assessment is not delinquent for the purpose of this Section until at least thirty (30) days following the due date of the assessment. When an assessment is paid more than thirty (30) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment.

The late charge permitted by this Section shall constitute full compensation for any additional bookkeeping, billing, or other administrative costs that may be incurred by the Association as the result of the late payment of an assessment.

- (b) **Enforcement by Suit:** By commencement and maintenance of an action at law or in equity against any Owner or Owners personally obligated to pay assessments, for collection of such delinquent assessments as to which they are personally obligated. Any judgment rendered hereunder shall include interest, reasonable attorneys' fees and court costs against the delinquent Owner in such amount as the Court may determine. Suit to recover judgment for unpaid assessments may be maintained without foreclosing or waiving the lien hereby created.
- (c) **Enforcement by Foreclosure of Lien:** There is hereby created a claim of lien with power of sale to secure payment of any annual or special assessment levied pursuant to this Declaration together with accrued interest, reasonable attorneys' fees and costs. Enforcement of said lien shall be in accordance with the following procedures and the laws of the State of Idaho:
 - (i) Said lien shall attach to an individual Lot upon recordation by the Association in the Office of the County Recorder of Valley County, Idaho, of the notice of default and claim of lien which shall be executed and acknowledged by any officer of the Association and set forth the name of the defaulting Owner, the amount of the assessment and the other charges properly levied hereunder, the description of the Lot assessed; that the notice of default and claim of lien is made by the Association pursuant to this Declaration; and that a lien is claimed and will be foreclosed against the Lot in an amount equal to the amount stated.

- (ii) Upon recordation of a duly executed original or copy of each notice of default and claim of lien, and mailing a copy thereof to the defaulting Owner, first class, postage prepaid, said lien shall immediately attach and become effective. Any such lien may be foreclosed by appropriate action in Court, or in the manner provided by law for the foreclosure of a Deed of Trust by exercise of a power of sale contained therein, or in the manner provided by law for the enforcement of a judgment; provided, however, that initiation of such foreclosure shall not be commenced prior to fifteen (15) days following delivery to the Lot Owner a copy of such notice of default and claim of lien. Any action brought to foreclose such lien shall be commenced within one (1) year following such recordation; provided, however, that said period may be extended by the Association for a period not to exceed one (1) additional year by recording a written extension thereof.
- (iii) The Association shall have the power to bid at any foreclosure sale, trustee's sale or judgment sale and to purchase, acquire, lease, hold mortgage and convey any interest acquired at such sale subject to the provisions of this Declaration. Reasonable attorneys' fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law.
- (iv) The proceeds of any foreclosure, trustee's or judgment sale provided for in this Declaration shall first be paid to discharge court costs, Court Reporter charges, reasonable attorneys' fees, title costs, and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the proceeds, after satisfaction of such charges and unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. The purchaser at any such sale shall obtain title to the Lot free from the sums claimed, but otherwise subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations; and no such sale or transfer shall relieve such Lot or the purchaser thereof from liability for any assessments, other payments, or performances thereafter becoming due, or from the lien therefore as provided for herein.
- (v) Upon the timely curing of any default for which a notice or claim of lien was filed by the Association, the officers are hereby authorized to record an appropriate release of such lien in the Office of the County Recorder of Valley County, Idaho.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas & Facilities or by abandonment of his Lot. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust placed upon the Subdivision interests of the Owner. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the exercise of a power of sale in any such first mortgage or trust deed or of judicial foreclosure of the first mortgage or trust deed shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer of the Subdivision interest

as the result of a foreclosure or exercise of a power of sale shall relieve the new Owner(s) whether it be the former beneficiary of first encumbrance or another person, from liability for any assessments thereafter becoming due or from any lien thereof.

Section 8.12 Suspension: No Member shall be entitled to vote or be counted for purposes of a quorum unless they are then current in the payment of assessments which have been levied by the Association. Additionally, during any period in which an Owner shall be in default in the payment of any assessment levied by the Association, the Owner's rights as a Member of the Association (including rights to use and enjoy the Common Areas & Facilities) may be suspended, provided however that the Association shall have no right to interfere with an Owner's right of ingress to or egress from his Lot.

All rights and remedies granted to the Association in this Section shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a default Owner all costs and attorneys' fees incurred in connection with pursuing the collection of said assessment and/or the enforcement of said lien.

Article IX. INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

Section 9.01 Owner's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner or by his duly appointed representatives, at any reasonable time and for a purpose reasonably related to his interest as an Owner at the office of the Association or at such other place within the Property as the Board shall prescribe.

Section 9.02 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodians of the records by the Persons desiring to make the inspection.
- (b) Hours and days of the week when such inspection may occur.
- (c) Payment of the cost of reproducing copies of documents requested pursuant to this Article.

Section 9.03 Director's Rights of Appointment. Every current member of the Board shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

Article X. DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL

Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Property. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of any portion of the Property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Property is conveyed by Declarant. The rights, reservations and easements reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Declaration and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other amendment.

Section 10.01 Declarant's Right to Further Divide the Property: Declarant shall have the right to further divide the Property, or adjust the property lines of the Lots, prior to the sale of any of the Lots to a third party, as approved

Section 10.02 Successor Declarant: Declarant shall have the option to assign any of Declarant's rights to a purchaser of more than one Lot, or to the purchaser of property adjacent to the Property, pursuant to a recorded document, and shall notify the Owners in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Owner shall notify as required by this Declaration.

Article XI. GENERAL PROVISIONS

Section 11.01 Enforcement. The Association, Declarant and/or any Owner shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce any term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

THE ASSOCIATION HAS THE POWER TO ADOPT A POLICY OR POLICIES CONCERNING THE IMPOSITION OF FINES OR PENALTIES TO BE CHARGED TO MEMBERS FOR VIOLATIONS OF THE DECLARATION OR OTHER RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION.

Section 11.02 Severability. Invalidation of any one of these terms or Restrictions by Judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 11.03 Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant or by the vote and consent of eighty-five percent (85%) of the Members. Amendments shall be in the form of supplemental declarations and must be recorded in the records of Valley County, Idaho.

Section 11.04 Annexation. Additional residential property not currently a part of the Subdivision may be annexed into the Property by the Declarant or by affirmative vote and consent of eighty-five percent (85%) of the Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Valley County, Idaho.

Section 11.05 Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest.

Section 11.06 Attorney's Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Section 11.07 Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 11.08 Conflicts. In the event of any inconsistency between the Bylaws or the Articles and this Declaration, the Declaration shall control.

Section 11.09 Number and Gender: Unless the context requires a contrary construction, as used in the Declaration, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11.10 Captions for Content: The titles, headings and captions used in the Declaration are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

This Declaration is executed effective this ____ day of _____ 2019.

DECLARANT

**Green River Projects, LLC,
an Idaho limited liability company**

By: _____
_____, its Manager

EXHIBITS

A – Legal Description of Property
B – Plat

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Schlekeway, known or identified to me to be a manger of Green River Projects, LLC, an Idaho limited liability company, the person who executed the instrument as the manager of Green River Projects, LLC, and acknowledged to me that such person executed the same in the name of Green River Projects, LLC.

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

Notary Public for _____
Residing at: _____
My commission expires: _____

EXHIBIT A

EXHIBIT B

CW

LICENSE AGREEMENT

This LICENSE AGREEMENT, is made and entered into this 18 day of July, 2019, by and between ALPHA DITCH COMPANY, INC., a ditch company organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "Ditch Company", and

GREEN RIVER PROJECTS, LLC, an Idaho limited liability company,
Whose address is: 4615 Emerald Street, Boise, Idaho 83706,

hereinafter referred to as the "Licensee",

WITNESSETH:

WHEREAS, the Ditch Company owns the irrigation ditch or canal known as the ALPHA DITCH (hereinafter sometimes referred to as "ditch or canal"), an integral part of the irrigation works and system of the Ditch Company, together with the easement therefor to convey irrigation water, to operate, clean, maintain, and repair the ditch or canal, and to access the ditch or canal for those purposes; and,

WHEREAS, the Ditch Company operates, cleans, maintains, repairs and protects the ditch or canal for the benefit of Ditch Company shareholders; and,

WHEREAS, the Licensee is the owner of real property that is servient to the Ditch Company's ditch or canal and easement, and is particularly described in the "Legal Description" and/or deed attached hereto as Exhibit A and by this reference made a part hereof; and,

WHEREAS, the ditch or canal crosses and intersects the real property described in Exhibit A as shown on the plans and/or aerial photograph, attached hereto as Exhibit B and by this reference made a part hereof; and,

WHEREAS, the Licensee desires a license to cross, encroach upon or modify said ditch or canal and/or the Ditch Company's easement under the terms and conditions of this License Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree as follows:

A. The Ditch Company's Easement.

1. The Ditch Company's easement for the ditch or canal for this project is non-exclusive and includes a sufficient area of land to convey irrigation water, to operate, clean, maintain and repair the ditch or canal, and to access the ditch or canal for said purposes, and is a minimum of 25 feet from the top of bank on each side of the ditch or canal.

B. Scope of License

1. The Licensee shall have the right to modify the ditch or canal or encroach upon the Ditch Company's easement along the ditch or canal in the manner described in the "Purpose of License" attached hereto as Exhibit C and by this reference made a part hereof.

2. Any crossing, encroachment upon or modification of the ditch or canal and/or the Ditch Company's easement shall be performed and maintained in accordance with the "Special Conditions" stated in Exhibit D, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit C, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit D shall be resolved in favor of Exhibit C. Licensee shall only be permitted to cross, encroach upon or modify the ditch or canal and/or the Ditch Company's easement as described in Exhibit C even if any plans or drawings referenced or attached to Exhibit D provide or show otherwise.

3. This License Agreement pertains only to the Licensee's crossing, encroachment upon or modification of the ditch or canal and/or the Ditch Company's easement for the purposes and in the manner described herein. The Licensee shall not excavate, discharge, place any structures, nor plant any trees, shrubs or landscaping within the Ditch Company's easement, nor perform any construction or related activity within the Ditch Company's easement for the ditch or canal except as referred to in this License Agreement without the prior written consent of the Ditch Company.

4. The Licensee recognizes and acknowledges that the license granted this License Agreement pertains only to the rights of the Ditch Company. The Ditch Company has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the Ditch Company's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should Licensee fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify and defend the Ditch Company from any claim by any party arising out of or related to such failure of rights and at the option of the Ditch Company this License Agreement shall be of no force and effect.

C. Facility Construction, Operation, Maintenance and Repair

1. Licensee agrees that the work performed and the materials used in any construction permitted by this License Agreement shall at all times be subject to inspection by the Ditch Company and the Ditch Company's engineers, and that final acceptance of the such work shall not be made until all such work and materials shall have been expressly approved by the Ditch Company. Such approval by the Ditch Company shall not be unreasonably withheld.

2. Each facility ("facility" as used in this License Agreement means any object or thing installed by the Licensee on, over or in the Ditch Company's easement) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the Ditch Company's easement so as not to constitute or cause:

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation water in the ditch or canal or the Ditch Company's delivery of irrigation water;
- c. an increase in seepage or any other increase in the loss of water from the ditch;
- d. the subsidence of soil within or adjacent to the easement;
- e. an interference with the Ditch Company's use of its easement to access, operate, clean, maintain, and repair the ditch or canal;
- f. any other damage to the Ditch Company's easement and irrigation works caused by work performed by Licensee on its facility.

4. The Licensee agrees to indemnify, hold harmless, and defend the Ditch Company from all claims for damages to the extent arising out of any of the Licensee's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or

any other damage to the easement and irrigation works to the extent caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

5. The Licensee shall, upon demand of the Ditch Company, remove any facility or repair any alteration of the Ditch Company's easement which interferes with the Ditch Company's operation and maintenance of the ditch or canal, or causes or contributes to any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation works. The Ditch Company shall give reasonable notice to the Licensee, and shall allow the Licensee a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the Ditch Company shall attempt to give such notice as is reasonable under the circumstances. The Ditch Company reserves the right to perform any and all work which the Licensee fails or refuses to perform within a reasonable period of time after demand by the Ditch Company. The Licensee agrees to pay to the Ditch Company, on demand, the costs which shall be reasonably expended by the Ditch Company for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the Licensee or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and the Licensee shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the Ditch Company.

D. Ditch Company's Rights Are Paramount

1. The Licensee understands and agrees that the ditch or canal is a manmade channel that was constructed and is used and maintained by the Ditch Company for the exclusive purpose of conveying irrigation water to lands within the Ditch Company.

2. The parties hereto understand and agree that the Ditch Company has no right in any respect to impair the uses and purposes of the irrigation works and system of the Ditch Company by this License Agreement, nor to grant any rights in its irrigation works and system incompatible with the uses to which such irrigation works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

3. Nothing herein contained shall be construed to impair the ditch or canal or the Ditch Company's easement, and all construction and use of the Ditch Company's easement by the Licensee and the license herein provided therefor shall remain inferior and subservient to the rights of the Ditch Company to the use of the ditch or canal for the transmission and delivery of irrigation water.

4. The Licensee agrees that the Ditch Company shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the Ditch Company in the course of performance of maintenance or repair of the ditch or canal. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the Ditch Company for maintenance or repair under this or any other paragraph of this License Agreement. The Licensee and the Ditch Company shall reasonably cooperate to attempt to minimize the impacts of such maintenance or repair upon safe and efficient motoring and pedestrian traffic.

5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this agreement, the license of the Licensee under the terms hereof may be terminated by the Ditch Company, provided the Ditch Company has provided reasonable written notice of any violation of this agreement to Licensee and reasonable time for Licensee to cure such breach. Any facility, structure, plant, or any other improvement in or over the ditch, and the right of way therefor, which impedes or restricts

the maintenance and operation of the ditch or canal by the Ditch Company may be removed by the Ditch Company.

E. Applicable Law and Jurisdiction Unaffected.

1. Neither the terms of this License Agreement, the permission granted by the Ditch Company to the Licensee, the Licensee's activity which is the subject of this License Agreement, nor the parties exercise of any rights or performance of any obligations of this License Agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the Ditch Company's ownership, operation, and maintenance of its canals, drains, irrigation works and facilities which did not apply to the Ditch Company's operations and activities prior to and without execution of this License Agreement.

2. In the event the Ditch Company is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of this License Agreement or the Licensee's activity authorized hereunder, Licensee shall indemnify, hold harmless and defend the Ditch Company from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the Ditch Company, this License Agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this License Agreement.

F. Indemnification

Licensee agrees to indemnify, hold harmless and defend the Ditch Company from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the Ditch Company to the extent caused by the acts or omissions of Licensee or its agents, contractors or subcontractors in performing the construction and activities authorized by this License Agreement.

G. Fees and Costs

1. The Licensee agrees to pay attorney fees and engineering fees charged by the attorney for the District or by the engineers for the District in connection with the negotiation and preparation of this License Agreement not to exceed \$500.00 without the written consent of the Licensee. Licensee further agrees to pay for the recording fees charged to record this agreement.

2. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this License Agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this License Agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

H. Miscellaneous

1. No Claims Created. Nothing in this License Agreement shall support, or be interpreted as creating a claim of estoppel, waiver, prescription or adverse possession by the Licensee, Ditch Company, or any third party against the Ditch Company or Licensee. Further, none of the parties to this agreement, by executing this agreement, intends to benefit any third party not made a party to this agreement. This

License Agreement does not alter or impair any rights or obligations of either party under Idaho law, other than expressly set out herein.

2. Assignment. Neither this License Agreement nor any agreement entered pursuant to this License Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld. Provided, notwithstanding the provisions in paragraph H.5 of this License Agreement, the License Agreement may be assigned to a homeowner's association or similar organization made up of the owners of the property described on Exhibit A without additional written approval.

3. Amendment and Modification. Any amendment or modification of this License Agreement must be in writing and signed by all parties to be enforceable.

4. Interpreted. This License Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho. This License Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this License Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this License Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this License Agreement, and are not intended to be aids in interpretation of any provision of this License Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the License Agreement.

5. Binding Effect. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with real property of the Licensee described in **Exhibit A**, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Notices. Any and all notices, demands, consents and approvals required pursuant to this License Agreement shall be delivered to the parties as follows:

Alpha Ditch Company, Inc.
c/o June Fullmer
P.O. Box 566
Cascade, ID 83611

See page 1 for Licensee

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.

6. Counterparts. This License Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Ditch Company has hereunto caused its name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the Licensee has caused its name to be subscribed, all as of the day and year herein first above written.

ALPHA DITCH COMPANY, INC.

By Jim Shaw
Its President
Vice Pres. Joe Kennedy

ATTEST:

Its Secretary

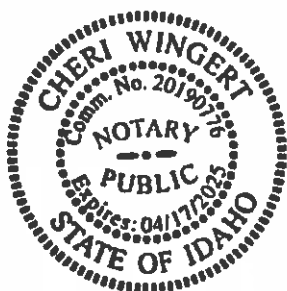
STATE OF IDAHO)

) ss:

County of Valley)

On this 18th day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared James Shaw and Joseph Kennedy, known to me to be the President and Secretary, respectively, of ALPHA DITCH COMPANY, INC., the Ditch Company that executed the foregoing instrument and acknowledged to me that such Ditch Company executed the same.

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



Notary Public for Idaho
Residing at Valley County Idaho
My Commission Expires: 4/18/19

Cheri Wingert

By: 

A circular notary seal for Mark Bell, a Notary Public in the State of Idaho. The seal features the text "MARK BELL" at the top, "NOTARY PUBLIC" in the center, and "STATE OF IDAHO" at the bottom. The commission number "No. 2018125" is also visible.

LICENSE AGREEMENT - 7

EXHIBIT

A

Fodrea Land Group

Surveyors. Engineers.

P.O. Box 188, 105 N. Main, Cascade, Idaho 83611 Phone (208) 382-4902 Fax (208) 382-3410

www.fodrealandgroup.com

**80.23 Acres, NE1/4 Section 4,
T. 12 N., R. 4 E., B.M., Valley County, Idaho**

A parcel of land located in the NE1/4 of Section 4, T. 12 N., R. 4 E., B.M., Valley County, Idaho being more particularly described as follows:

Commencing at the north 1/4 corner of said Section 4, a found brass cap monument, CPF Inst. 165645, records of said Valley County, being the **TRUE POINT OF BEGINNING**.

Thence a bearing of S 89°32'07" E, a distance of 2647.65 feet to a brass cap monument, CPF Inst 158946, records of said Valley County, being the northeast corner of said Section 4: Thence a bearing of S 0°03'13" E, a distance of 1016.32 feet on the east boundary of said Section 4 to a set 5/8 inch rebar; Thence a bearing of N 90°00'00" W, a distance of 500.00 feet to a set 5/8 inch rebar; Thence a bearing of S 27°54'15" W, a distance of 253.57 feet to a set 5/8 inch rebar; Thence a bearing of S 71°11'05" W, a distance of 749.79 feet to a set 5/8 inch rebar; Thence a bearing of N 83°36'42" W, a distance of 1168.00 feet to a set 5/8 inch rebar; Thence a bearing of S 79°17'39" W, a distance of 101.78 feet to a set 5/8 inch rebar on the right-of-way boundary of Atkin Lane; Thence a bearing of N 44°37'35" W, a distance of 80.00 feet on said right-of-way boundary to a found 5/8 inch rebar; Thence a bearing of N 0°08'10" W, a distance of 1335.71 feet on the west boundary of said NE1/4 of Section 4 to the **POINT OF BEGINNING**.

Said described parcel of land contains 80.23 acres, more-or-less, together with and subject to rights-of-way and easements of record and/or use.



EXHIBIT B
Aerial Photograph

(See Exhibit D-1 Attached)

EXHIBIT C
Purpose of License

The purpose of this License Agreement is to:

1. pipe 60 feet of the ditch or canal in 6 foot squash pipe; and
2. construct and install a roadway, including roadway improvements, such as asphalt, over the above-referenced pipe and within the Ditch Company's easement,

all within Licensee's property described in Exhibit A, Clear Creek Crossing Subdivision in Valley County, Idaho. No other construction or activity is permitted within or affecting the ditch or the Ditch Company's easement.

EXHIBIT D
Special Conditions

a. The construction described in Exhibit C shall be performed in accordance with Licensee's plans and specifications, which have been approved by the Ditch Company, and are attached hereto as Exhibit D-1 and by this reference incorporated herein.

b. Licensee shall notify the Ditch Company prior to and immediately after construction so that the Ditch Company or the Ditch Company's engineers may inspect and approve construction.

c. Licensee shall be responsible for operation, maintenance, and repair associated with the ditch which has been placed in pipe/culvert within the property described in Exhibit A, including rehabilitation or replacement of the pipe/culvert and rehabilitation of the Ditch Company's easement. Maintenance shall include, but not be limited to, the removal and disposal of silt, gravel, plant material, and all trash and debris which may accumulate in the pipe. Repairs shall include, but not be limited to, all repairs necessary to preserve the structural integrity and unobstructed flow of water through the ditch and prevent the loss of water from the ditch. If the Licensee shall fail in any respect to properly operate, maintain and repair such portion of the ditch, then the Ditch Company, at its option, and without impairing or in anyway affecting its other rights and remedies hereunder, shall have the right to perform the necessary maintenance and repairs and the Licensee agrees to pay to the Ditch Company, on demand, the cost or expense which shall be reasonably expended or incurred by the Ditch Company for such purposes. The Ditch Company shall give reasonable written notice to the Licensee and allow Licensee a reasonable opportunity to perform the necessary maintenance and repairs or other work prior to the Ditch Company's performing such maintenance, repair or other work except that in cases of emergency the Ditch Company shall attempt to give such notice as reasonable under the circumstances. Nothing in this paragraph shall create or support any claim of any kind by Licensee or any third party against the Ditch Company for failure to exercise the options stated in this paragraph, and Licensee shall indemnify, hold harmless and defend the Ditch Company from any claims made against the Ditch Company arising out of or relating to the terms of this paragraph except for claims arising solely out of the negligence or fault of the Ditch Company.

f. Piping/tiling of the ditch shall be completed during the non-irrigation season when water is not flowing in the ditch. Provided, however, Licensee may pipe/tile the ditch during the irrigation season, while irrigation water is flowing in the ditch, so long as Licensee provides the Ditch Company an acceptable plan to not the impact of the flow of water during construction or deliveries to Ditch Company shareholders, and said plan is approved, in writing, by the Ditch Company. Approval will not be unreasonable withheld. All other construction shall be completed within one year from the date of this Agreement. Time is of the essence.

