

## Valley County Planning and Zoning

PO Box 1350 • 700 South Main Street  
Cascade, ID 83611-1350



Phone: 208-382-7115  
Email: [cherrick@valleycountyid.gov](mailto:cherrick@valleycountyid.gov)

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<b>STAFF REPORT:</b>	C.U.P. 24-24 Gold Fork River Ranch Phase 1 – Final Plat
<b>MEETING DATE:</b>	May 14, 2026
<b>TO:</b>	Planning and Zoning Commission
<b>STAFF:</b>	Cynda Herrick, AICP, CFM Planning and Zoning Director
<b>APPLICANT / PROPERTY OWNER:</b>	Gold Fork River Ranch LLC PO Box 1001, Donnelly, ID 83615
<b>PROPERTY OWNER:</b>	Peter B Dinsdale PO BOX 357, Independence, OR 97351
<b>ENGINEER:</b>	Crestline Engineers PO Box 2330, McCall, Idaho 83638
<b>SURVEYOR:</b>	Dunn Land Surveys 25 Coyote Trail, Cascade ID, 83611
<b>LOCATION:</b>	Parts of parcels RP16N03E254804 and RP16N03E255310, located east of Koskella Road and north of Davis Creek Lane in the SW ¼ Section 25, T.16N, R.3E, Boise Meridian, Valley County, Idaho
<b>SIZE:</b>	75.6 acres
<b>REQUEST:</b>	Final Plat Approval

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Gold Fork River Ranch LLC is requesting is requesting final plat approval. The commission will review the final plat to determine conformance with the preliminary plat, approved densities, and conditional use permit.

Preliminary plat approval was for 69-lot single-family residential lots, an open space lot, and ponds on 160.7 acres. This phase includes 30 lots on 75.6 acres.

The lots would be accessed from a new private road onto Koskella Road, a public road. The private road should be in a public right-of-way to provide connectivity through the subdivision. The county would not maintain until it was built to a county standard and agreed to adopt. The staff report for the appeal on February 10, 2025, stated "Internal roads are proposed to be private until the county can maintain the roads, at which time they will be deeded to Valley County"

The fire suppression dry hydrant is shown on the plat near Lots 27 and 28.

The plat include storm water drainage easements and pond maintenance easement.

The applicant would like to provide financial guarantees for the remaining improvements.

## **FINDINGS:**

1. Approval of the conditional use permit and preliminary plat were effective April 8, 2025.
2. The final plat application was submitted on April 14, 2026.
3. Legal notice was posted in the *Star News* on April 23, 2026, and April 30, 2026. This is not a public hearing.
4. Agency comment received regarding final plat:

Dan Coonce, Valley County Public Works Engineer, stated the revised drainage and stormwater documentation were approved. (June 24, 2025)

Kathy Riffie, Valley County Cadastral Specialist Technician II, listed discrepancies and corrections the surveyor should make to the plat prior to recordation. (May 5, 2026)

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## **STAFF COMMENTS / QUESTIONS:**

1. Is the road construction complete for Gold Fork LP and do we have an engineer's letter stating it has been built to approved plans?
2. Has the WUI Plan been implemented and will long-term maintenance be provided for in the CCRs?
3. The applicant would like to provide financial guarantees for the remaining improvements. This must be approved by the Board of County Commissioners.
4. The final plat submittal included a WUI Plan, Declaration of Private Road, Declaration of Utilities, and CCRs.
5. What improvements are and are not complete?

## **Approved Conditions of Approval Instrument # 2025-001615 and Comments from Staff and Applicant:**

1. The Application, the staff report, development agreement, and the applicable provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and may include revocation or suspension of the conditional use permit. ✓
2. Any material change in the nature or scope of land use activities shall require an additional Conditional Use Permit. ✓
3. 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. ✓
4. The final plat for Phase 1 shall be recorded by December 31, 2026; Phase 2 shall be recorded by December 31, 2030, or this permit will be null and void. ✓

5. A letter of permit from the U.S. Corps of Engineers is required if wetlands are determined to be jurisdictional. **Applicant states there are no wetland impacts associated with Phase 1.**
6. Sanitary Restrictions must be removed by Central District Health prior to the recording of the final plat. **To be done prior to submittal of the final plat mylars.**
7. A letter of approval is required from the Donnelly Fire District. **To be done prior to submittal of the final plat mylars.**
8. The locations of the fire hydrants shall be shown on the final plat. **One is shown on the final plat; the remaining locations need to be added.**
9. Must follow Idaho State water law in regard to the ditch that conveys water under the auspices of the Gold Fork Irrigation District. **Phase 1 does not impede, alter, or affect the wastewater irrigation ditch that traverses through the property.**
10. A site grading and stormwater management plan must be approved by the Valley County Engineer prior to construction of roads, excavation of gravel and ponds, and installation of utilities. ✓ **June 24, 2025**
11. Shall prepare a dust mitigation plan for extraction activities. **Applicant anticipates that extraction activities will take place in Phase 2.**
12. All easements shall be shown on the final plat. ✓
13. A Declaration of Installation of Utilities shall be noted on the face of the plat referencing electrical power, phone, and fiber. ✓ **Plat Note 14**
14. A shared driveway maintenance agreement shall be recorded with the final plat. Shared driveways shall be constructed prior to the recordation of the plat. **Phase 1 does not have shared driveways.**
15. Phase 2 Lot 31 must be accessed from the new road, not Davis Creek Lane. ✓
16. The Wildland Urban Interface Protection Plan shall be recorded and noted on the face of the plat. **A note shall be added to the final plat.**
17. Shall place addressing numbers at the residences and at the driveway entrance if the house numbers are not visible from the road. ✓
18. Must have a fencing plan with adjacent properties if they run livestock for over 30 days per year. **Fencing maintenance in CCRs 4.3.4. A fencing plan will be negotiated with the neighboring property owners prior to submittal of mylars.**
19. CCR's should address lighting; noxious weeds; septic maintenance; wildfire prevention; firewise wildland urban interface landscaping requirements; recommend limiting or prohibiting the use of fertilizer, herbicide, and pesticide, unless environmentally friendly; maintenance of the landscape buffer; maintenance of the dry hydrant system; maintenance of the ponds and drainage systems; prohibiting the feeding of animals and wildlife (except for birds); prohibiting the roaming of pets; require fencing for pets; and, limit each lot to one

- wood-burning device. ✓ **CCRs Article 4**
20. Prior to recording the final plat, the applicant will enter into a Development Agreement that is negotiated with the Board of County Commissioners. **In progress.**
  21. The applicant shall prepare a deed for transfer of the road right-of-way to the county. **Needed.**
  22. The applicant shall transfer private roads to the association at the time or recordation of each plat. **Needed.**
  23. Shall provide a location for a centralized mailbox along Koskella RD. **In progress.**
  24. The following notes shall be placed in the notes on the final plat:
    - The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed.
    - All lighting must comply with the Valley County lighting ordinance.
    - Only one wood burning device per lot.
    - Surrounding land uses are subject to change. **Needed.**
    - Lots shall not be reduced in size without prior approval from the Health Authority and Valley County Planning and Zoning **See Note 10.**
    - The floodplain note is required.
  25. Wetlands shall be shown on the final plat. **Needed.**
  26. Shall provide letter of credit to reclaim property if abandoned prior to completion. **Needed.**
  27. Best Management Practices (BMPs) will include 40-foot bioswales around the five upper ponds encompassed by the proposed lots as described during the December 12, 2024, public hearing. **Refer to Construction Drawings included with the Final Plat Submittal.**
  28. Shall work with irrigation company to ensure water delivery; should irrigation company not cooperate with applicant to ensure water delivery, or unreasonably withhold, delay, or condition the water delivery, such an impediment will not cause applicant's permit to be revoked or suspended. ✓
  29. Shall work with Valley County Engineer or other appropriate authorities to create a testing plan for irrigation water that leaves the site, if necessary. **Will be part of Phase 2.**
  30. The deeds for the lots in the subdivision must note that the lot is located next to an industrial use and agricultural uses, the property owner acknowledges there are associated impacts from these uses, and accepts them as they are with no recourse to sue for their termination. ✓
  31. Noxious weeds must be controlled. **CCRs 4.4**
  32. If the gravel from the pond excavation is sold commercially, developer will need a separate conditional use permit and a Development Agreement for road impacts. ✓
  33. Fugitive dust shall be controlled during construction. ✓
  34. Hours of construction are limited to 7 a.m. to 7 p.m., Monday through Saturday. ✓

35. Water will be piped to adjoining properties and will be a closed system on-site. **Phase 2**

36. Surface water cannot leave site. ✓

**ATTACHMENTS:**

- Conditional Use Permit
- Location Map
- Aerial Map
- Assessor Plat – T.16N R.3E Section 25
- Approved Preliminary Plat
- Responses
- Applicant's Final Plat Submittal Received April 14, 2026

**END OF STAFF REPORT**

# Valley County Planning and Zoning

PO Box 1350 • 219 North Main Street  
Cascade, ID 83611-1350  
Phone: 208-382-7115  
Email: cherrick@co.valley.id.us



Instrument # 2025-001615  
Valley County, Cascade, Idaho  
04-07-2025 04:06:22 PM Fees: \$0.00 Pages: 4  
Douglas Miller Recorded for: PLANNING & ZONING  
Ex-Office Recorder Deputy

A handwritten signature in blue ink, appearing to be "DM".

## CONDITIONAL USE PERMIT NO. 24-24 Gold Fork River Ranch

**Issued to:**

**Gold Fork River Ranch LLC**  
PO Box 1001  
Donnelly ID 83615

**Peter B Dinsdale**  
PO Box 357  
Independence OR 97351

**Property Location:**

The site is 160.88 acres and is parcels RP16N03E254804 and RP16N03E255310, located in the SW ¼ Section 25, T.16N, R.3E, Boise Meridian, Valley County, Idaho.

The Board of County Commissioners held a public hearing on an appeal of the Planning and Zoning Commission approval on February 10, 2025. The final decision was made on April 7, 2025.

The Board of County Commissioner's upheld the Valley County Planning and Zoning Commission's decision of December 12, 2024. The P&Z Commission's decision stands, and you are hereby issued Conditional Use Permit No. 24-24 with Conditions for establishing a 69-lot single family subdivision as described in the application, staff report, and minutes.

The effective date of this permit is April 8, 2025.

**Conditions of Approval:**

1. The Application, the staff report, development agreement, and the applicable provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and may include revocation or suspension of the conditional use permit.
2. Any material change in the nature or scope of land use activities shall require an additional Conditional Use Permit.

3. 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.
4. The final plat for Phase 1 shall be recorded by December 31, 2026; Phase 2 shall be recorded by December 31, 2030, or this permit will be null and void.
5. A letter of permit from the U.S. Corps of Engineers is required if wetlands are determined to be jurisdictional.
6. Sanitary Restrictions must be removed by Central District Health prior to the recording of the final plat.
7. A letter of approval is required from the Donnelly Fire District.
8. The locations of the fire hydrants shall be shown on the final plat.
9. Must follow Idaho State water law in regard to the ditch that conveys water under the auspices of the Gold Fork Irrigation District.
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18. Must have a fencing plan with adjacent properties if they run livestock for over 30 days per year.

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21. The applicant shall prepare a deed for transfer of the road right-of-way to the county.
22. The applicant shall transfer private roads to the association at the time or recordation of each plat.
23. Shall provide a location for a centralized mailbox along Koskella RD.
24. The following notes shall be placed in the notes on the final plat:
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  - All lighting must comply with the Valley County lighting ordinance.
  - Only one wood burning device per lot.
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  - Lots shall not be reduced in size without prior approval from the Health Authority and Valley County Planning and Zoning
  - The floodplain note is required.
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28. Shall work with irrigation company to ensure water delivery; should irrigation company not cooperate with applicant to ensure water delivery, or unreasonably withhold, delay, or condition the water delivery, such an impediment will not cause applicant's permit to be revoked or suspended.
29. Shall work with Valley County Engineer or other appropriate authorities to create a testing plan for irrigation water that leaves the site, if necessary.
30. The deeds for the lots in the subdivision must note that the lot is located next to an industrial use and agricultural uses, the property owner acknowledges there are associated impacts from these uses, and accepts them as they are with no recourse to sue for their termination.

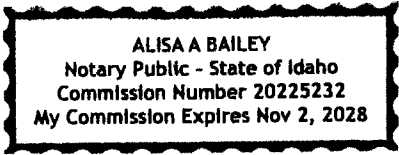
- 31. Noxious weeds must be controlled.
- 32. If the gravel from the pond excavation is sold commercially, developer will need a separate conditional use permit and a Development Agreement for road impacts.
- 33. Fugitive dust shall be controlled during construction.
- 34. Hours of construction are limited to 7 a.m. to 7 p.m., Monday through Saturday.
- 35. Water will be piped to adjoining properties and will be a closed system on-site.
- 36. Surface water cannot leave site.

END CONDITIONAL USE PERMIT

Date April 7, 2025  
 Approved by Cynda Herrick

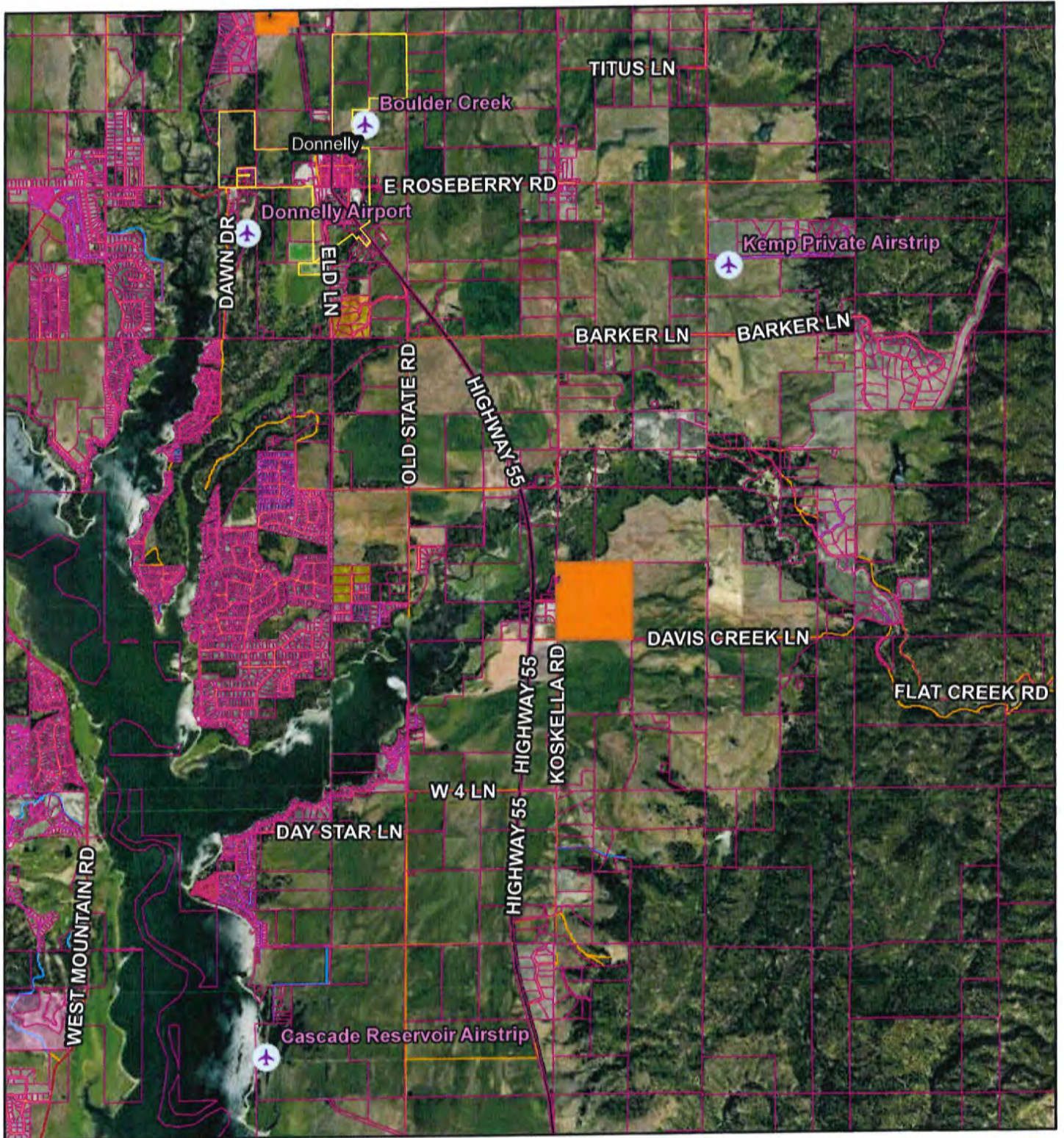
On this 7<sup>th</sup> day of April, 2025<sup>\*\*\*</sup> before me, a notary public in and for said State, Cynda Herrick personally appeared, and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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












Alisa A Bailey  
 Notary Public  
 Residing at: Valley Co  
 Commission Expires: 11.2.28

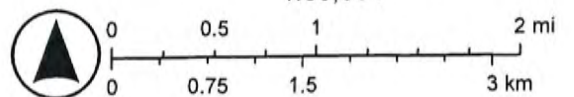
# C.U.P. 24-24 Location Map



7/31/2024, 11:47:11 AM

1:83,034

-  Airstrips
-  Municipalities
-  Parcel Boundaries
- Roads**
-  MAJOR
-  MINOR COLLECTOR
-  COLLECTOR
-  URBAN/RURAL
-  PRIVATE
-  Other



Earthstar Geographics

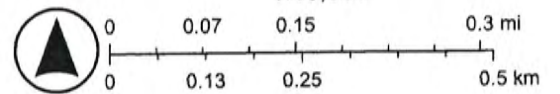
# C.U.P. 24-24 Aerial Map



4/28/2026, 8:39:38 AM

1:13,068

- |         |       |                        |               |
|---------|-------|------------------------|---------------|
| Permits | ◆ RVC | ○ Undefined            | — COLLECTOR   |
| ◆ CUP   | ◆ STR | ✈ Airstrips            | — URBAN/RURAL |
| ◆ ADU   | ◆ STS | ■ Address Points       | — USFS        |
| ◆ FP    | ◆ VAC | ▭ Municipal Boundaries | — PRIVATE     |
| ◆ GF    | ◆ VAR | ▭ Parcel Boundaries    | — OTHER       |
| ◆ EXC   | ◆ PSP | — Roads                | — Other       |
| ◆ Privy | ◆ HBB | — MAJOR                |               |
| ◆ RES   |       | — MINOR COLLECTOR      |               |



Vantor



**PRELIMINARY PLAT-GOLD FORK RIVER RANCH**  
 A RESIDENTIAL SUBDIVISION LOCATED IN  
 A PORTION OF THE SW 1/4 OF S 25  
 T.26N R.3E, B.M.  
 DONNELLY, IDAHO  
 2024

**DEVELOPMENT DATA:**  
 PROPERTY AREA  
 74.24 ACRES  
 5.43 ACRES  
 58.38 ACRES  
 84.11 ACRES  
 84.11 ACRES  
 75.10 ACRES

**NOTES:**  
 1. SUBDIVISION OF THIS PROPOSED DEVELOPMENT IS:  
 GOLD FORK RIVER RANCH, LLC  
 PO BOX 1001  
 6315 N. 2000 E.  
 (208) 794-7884  
 2. THE LAND SHOWN ON THIS PROPOSED DEVELOPMENT IS:  
 SHARL LAND SURVEYS, INC.  
 25 CONYER TOWN  
 COAGEE, ID 83201  
 3. THE CORNER LAND DESIGNATION IS OTHER R/W/L  
 4. 2.160 ACRES SET ASIDE FOR DEVELOPMENT IS APPROXIMATELY  
 5. SETBACK TO CENTER RD 25-1 FOR EXISTING CONDITIONS AND  
 TOPOGRAPHY.  
 6. SETBACKS WILL COMPLY WITH VALLEY COUNTY STANDARDS  
 7. ALL LOTGING MUST BE GARDEN SKY COMPLIANT  
 8. ONLY ONE WOOD BARRING DEVICE ALLOWED PER LOT  
 9. THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE  
 AUTHORITY TO REVIEW AND APPROVE THIS PLAT FOR ANY  
 PUBLIC ROAD LAND OF SERVICE CAN BE CHANGED

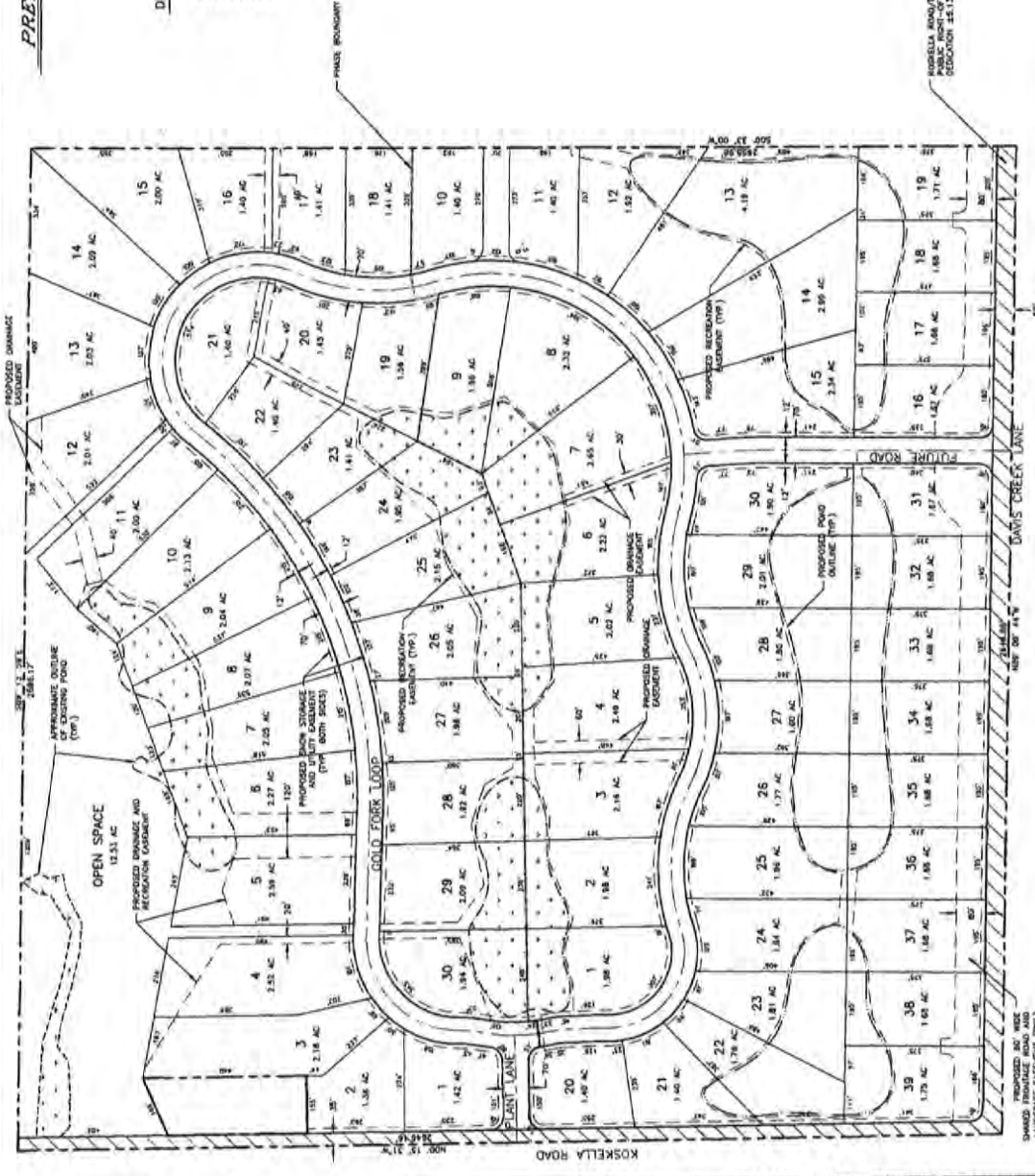
- LEGEND:**
- PROPERTY BOUNDARY
  - PHASE BOUNDARY
  - ROAD CENTER LINE
  - PROPOSED RIGHT-OF-WAY
  - PROPOSED EASEMENT LINE
  - PROPOSED LOT LINE
  - PROPOSED POND OUTLINE
  - EXISTING POND OUTLINE
  - APPROXIMATE WETLAND BOUNDARY

**FLOOD PLAIN NOTE:**  
 FEMA FIRM PANEL(S): 16480C1235C  
 FIRM EFFECTIVE DATE(S): 2/1/2019  
 FLOOD ZONE(S): ZONE X  
 BASE FLOOD ELEVATION(S) N/A  
 FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA AND ALL  
 FLOOD ZONES ARE SUBJECT TO CHANGE BY THE BOARD OF  
 HEALTH AND HUMAN SERVICES IN THE VALLEY COUNTY CODE  
 TITLE 9 AND TITLE 11, OF THE VALLEY COUNTY CODE



0 75 150 300 450  
 SCALE: 1" = 120'

DATE	REVISION	SHEET NO.
05/11/2024	1	1 OF 10



**GOLD FORK RIVER RANCH**  
 DONNELLY, IDAHO  
 OVERALL PRELIMINARY PLAT

**CRESTLINE**  
 ENGINEERS  
 323 DEINHARD LANE, SUITE C - PO BOX 2330  
 MCCALL, IDAHO 83238  
 208.634.4140 - 208.634.4146 FAX

NO.	BY	DATE	REVISION	DESIGN	DTI
1	ADD SHARED FRONTAGE ROAD AND EASEMENT ALONG DAVIS CREEK LANE	05/11/2024	1	1	1
2	REVISE SHARED FRONTAGE ROAD ACCESS POINT AND INTERNAL DRIVE	05/11/2024	2	2	2
3	REVISE SHARED FRONTAGE ROAD ACCESS POINT AND INTERNAL DRIVE	05/11/2024	3	3	3

# Valley County Road and Bridge

PO Box 672 • 520 South Front Street  
Cascade, ID 83611-1350



Phone (208) 382-7195  
roaddept@co.valley.id.us

Tuesday, June 24, 2025

Rob Pair, E. I.T.  
Crestline Engineers  
323 Deinhard Lane, Suite C  
McCall, ID 83638

Subject: Gold Fork River Ranch Phase 1 - Approval of Grading and Drainage and Stormwater Reports

Dear Mr. Pair,

I am pleased to inform you that the Valley County Road and Bridge Department has confirmed the review of your revised grading and drainage plans and stormwater report originally submittal dated June 6, 2025, for the Gold Fork River Ranch, located near the intersection of Koskella Road and Davis Creek Lane. After a thorough evaluation of the proposed plans and supporting documentation, we have granted our approval for the revised Drainage and Stormwater documentation. During the review process, the following factors were carefully considered:

- Compliance with county regulations and standards
- Adequate drainage and stormwater management
- Traffic flow and road safety measures
- Other pertinent engineering assessments

You have successfully addressed those private and public road standards comments and requirements from our previous reviews, ensuring that the project aligns with the county's goals for sustainable and responsible development.

Please proceed with the next steps in the development process as outlined in our county policies. We kindly ask that you keep us updated on your progress and notify us of any significant changes to the approved design. Additionally, remember to obtain any necessary permits prior to initiating construction and the development is subject to approval of the development agreement.

If you have any questions or require further assistance, please do not hesitate to reach out to my office at 208-382-7195 or email below.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Coonce".

**Dan Coonce**  
Public Works Engineer  
Valley County, Idaho  
dcoonce@valleycountyid.gov

SERVICE ★ TRANSPARENT ★ ACCOUNTABLE ★ RESPONSIVE

# Valley County Assessor's Office

P.O. Box 1350 • 700 S. Main Street  
Cascade, Idaho 83611-1350  
Phone (208) 382-7126 • Fax (208) 382-7187



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

**SUE LEEPER**  
Assessor  
sleeper@valleycountyid.gov

**DEEDEE GOSSI**  
Chief Deputy Assessor  
kgossi@valleycountyid.gov

May 5, 2026

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

RE: Final Plat Review "Gold Fork River Ranch-Phase 1"

Dear Cynda,

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

I have run a traverse of the subdivision boundary from the legal description provided on the Certificate of Owners. Enclosed you will find a copy. This **2027** proposed plat is currently referenced on the Assessment Rolls as Amd Tax No. 1 In N/2 SW S25 T16N R3E and Tax No. 2 In SW S25 T16N R3E. The parcel number(s) and ownership currently are as follows:

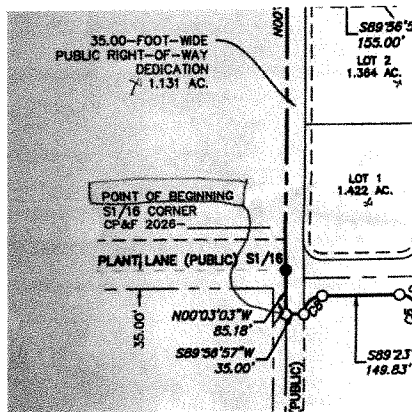
RP16N03E254804 – Peter B. Dinsdale  
RP16N03E255310 – Peter B. Dinsdale

Warranty Deed #2026-000476 1/28/2026 performed a lot line adjustment of the above parcels. Ownership was also transferred to Gold Fork River Ranch LLC via this W.D. This lot line adjustment looks good. The parcel boundary and ownership changes will be shown for the 2027 assessment year. We will have updated parcel numbers late 2026 or early 2027. The W.D. labels the lot line adjustment parcels as Parcel A and Parcel B (as shown on survey 15-167). I will refer to them that way in my comments. The boundary of Parcel A matches the boundary described in the Certificate of Owner for this proposed subdivision. Parcel B is the parcel to the South.

I have enclosed a copy of the GIS plat with this proposed plat highlighted.

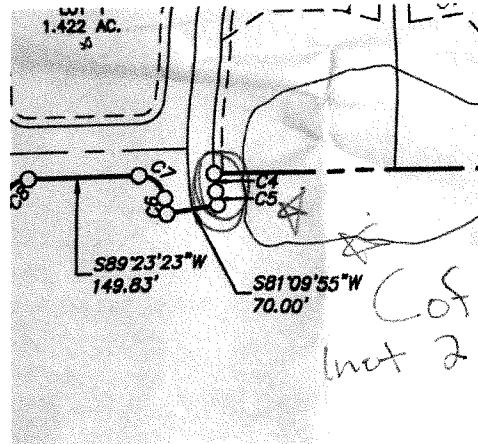
Dan, Below are the items for you to take a look at:

- The Point of Beginning label for the subdivision appears that it could possibly be in a better location for clarity. Maybe move to the South and use an arrow?

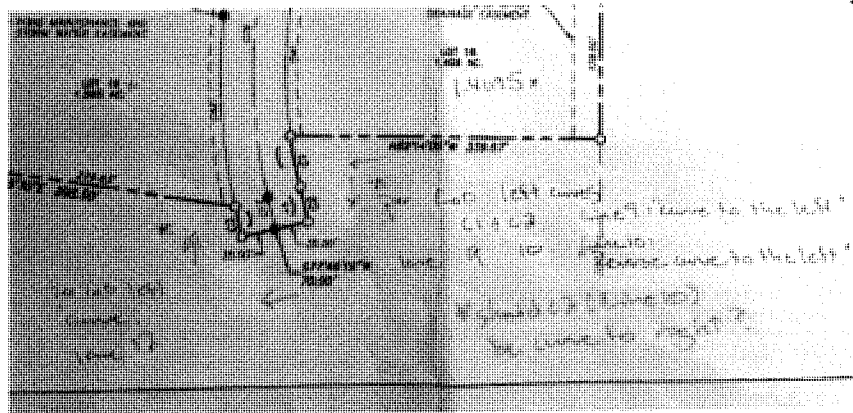


- Please add the bearing and distances to the plat face showing the calls to the POB for the Save and Except portion.

- There is a discrepancy between the plat face and the Certificate of Owner for the East boundary of the Save and Except portion. Plat face shows  $S 00^{\circ} 03' 02'' E$ ; Certificate of Owner Line 5 shows  $S 00^{\circ} 03' 03'' E$ .
- There is a discrepancy between the plat face and Certificate of Owner for the portion of Gold Fork Loop to the SW of Lot 30. The plat face shows **2 curves**, however the Certificate of Owner describes only **1 curve** (Line 17). Your closure sheet shows 2 curves.



- Please review curve descriptions for C1, C2, and C3 as described in the Certificate of Owner. Line 10 (C2) states it is a “reverse curve to the left”. However, the curve in Line 9 also states it is a curve to the left. Should Line 10 then state it is a reverse curve to the right? Your closure sheet states that it is “clockwise”.



- Lot 5 has incorrect acreage shown. I show it to be 2.592 ac (not 1.592 ac). Your closure sheet states 2.592 ac.

\*\*\*Sidenote:

The Northern boundary of Parcel B of lot line adjustment W.D. #2026-000476 matches the *current Certificate of Owner description of the Southern boundary for this proposed subdivision. If you make changes to the proposed subdivision Certificate of Owner legal description along the South boundary, Parcel B's legal description should be updated to reflect the recorded Subdivision Southern boundary so they match. This could be done via a quitclaim deed for Parcel B with the updated legal description that would be recorded AFTER this subdivision is recorded.*

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

Sincerely,

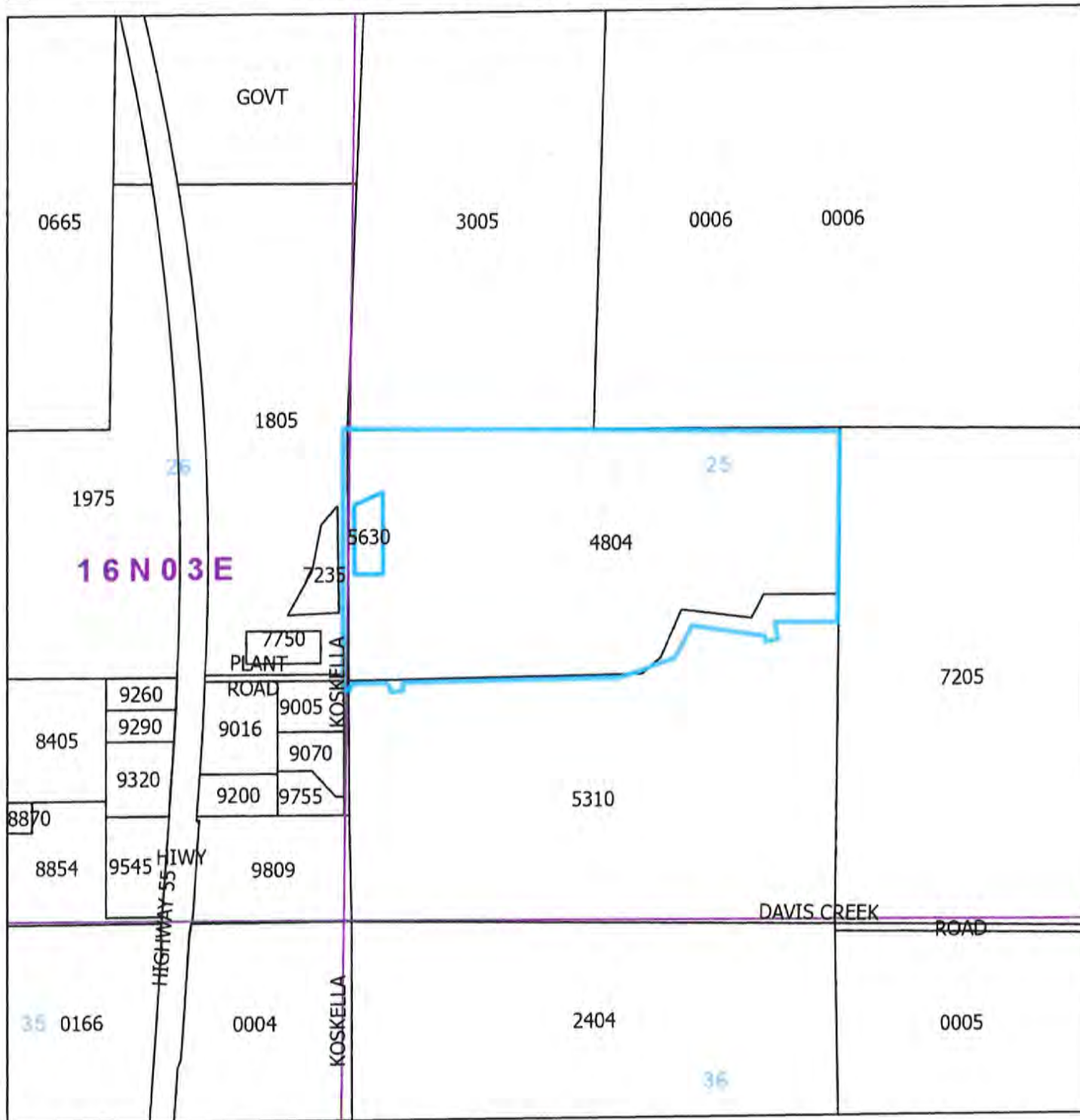
Kathy Riffie  
 Cadastral Specialist Technician II  
 Valley County Cartography Department

Enclosures

Cc: Dan Dunn, Dunn Land Surveys, Inc; Ralph Miller, Acting Valley County Surveyor

# Proposed Gold Fork River Ranch-Phase 1

"Parcel A" as described in lot line adjustment Warranty Deed #2026-000476 and survey 15-167



**Legend**

- Township
- Section
- Parcels



Date: 4/29/2026  
By: kriffie

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

Coordinate System: NAD 1983 StatePlane Idaho West FIPS 1103 Feet

0 0.07 0.15 mi

April 14, 2026

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

**Subject: CUP 24-24 Gold Fork River Ranch Subdivision – Phase 1, Final Plat Submittal Letter**

Dear Ms. Herrick,

The purpose of this letter is to request Gold Fork River Ranch Subdivision – Phase 1 Final Plat be placed on the May 14, 2026 Valley County Planning and Zoning Meeting Agenda. The Gold Fork River Ranch Subdivision – Phase 1 Final Plat substantially complies with the Preliminary Plat from recorded CUP 24-24. It is the applicants' intent to provide financial guarantees for any remaining improvements at the time of recording the Final Plat. Below you will find the list of Conditions of Approval from CUP 24-24 and a response stating how each condition has been substantially met, or will be met, prior to recording the Final Plat.

**Conditions of Approval**

1. *The Application, the staff report, development agreement, and the applicable provisions of the Land Use and Development Ordinance are all made a part of this permit as if written in full herein. Any violation of any portion of the permit will be subject to enforcement and penalties in accordance with Title 9-2-5; and may include revocation or suspension of the conditional use permit.*

Response: None; Understood.

2. *Any material change in the nature or scope of land use activities shall require an additional Conditional Use Permit.*

Response: None; Understood.

3. *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.*

Response: None; Understood.

4. *The final plat for Phase 1 shall be recorded by December 31, 2026; Phase 2 shall be recorded by December 31, 2030, or this permit will be null and void.*

Response: It is anticipated that the Final Plat will be recorded by December 31, 2026.

5. *A letter of permit from the U.S. Corps of Engineers is required if wetlands are determined to be jurisdictional.*

Response: Wetland Areas will be shown on the Final Plat. There are no wetland impacts associated with Gold Fork River Ranch – Phase 1.

6. *Sanitary Restrictions must be removed by Central District Health prior to the recording of the final plat.*

Response: A Subdivision Environmental Report (SER) will be submitted for review and approval prior to recordation of the Final Plat.

7. *A letter of approval is required from the Donnelly Fire District.*

Response: A letter of approval from Donnelly Fire District will be furnished in conjunction with recordation of the Final Plat.

8. *The locations of the fire hydrants shall be shown on the final plat.*

Response: The Fire Suppression Dry Hydrant is shown on the Final Plat. The remaining hydrant locations need to be added to the Final Plat.

9. *Must follow Idaho State water law in regard to the ditch that conveys water under the auspices of the Gold Fork Irrigation District.*

Response: Gold Fork River Ranch – Phase 1 does not impede, alter, or affect the wastewater irrigation ditch that traverses through the property.

10. *A site grading and stormwater management plan must be approved by the Valley County Engineer prior to construction of roads, excavation of gravel and ponds, and installation of utilities.*

Response: Site Grading and Stormwater Management Plans were designed by Crestline Engineers, Inc., and approved by Dan Coonce, Valley County Engineer, on June 24, 2025.

11. *Shall prepare a dust mitigation plan for extraction activities.*

Response: A dust mitigation plan will be prepared prior to any extraction activities. It is anticipated that extraction activities will take place in phase 2 of the project.

12. *All easements shall be shown on the final plat.*

Response: Refer to the Final Plat for all easement locations.

13. *A Declaration of Installation of Utilities shall be noted on the face of the plat referencing electrical power, phone, and fiber.*

Response: Refer to Final Plat Note 14 referencing the Declaration of Installation of Utilities and included Draft of Declaration of Installation of Utilities.

14. *A shared driveway maintenance agreement shall be recorded with the final plat. Shared driveways shall be constructed prior to the recordation of the plat.*

Response: Gold Fork River Ranch – Phase 1 does not include any shared driveways.

15. *Phase 2 Lot 31 must be accessed from the new road, not Davis Creek Lane.*

Response: None; Understood.

16. *The Wildland Urban Interface Protection Plan shall be recorded and noted on the face of the plat.*

Response: See attached Wildland Urban Interface Protection Plan. A note is needed to reference on the Final Plat.

17. *Shall place addressing numbers at the residences and at the driveway entrance if the house numbers are not visible from the road.*

Response: None; Understood.

18. *Must have a fencing plan with adjacent properties if they run livestock for over 30 days per year.*

Response: Maintenance of the fencing is noted in Article 4.3.4 of the Included CCR's. A fencing plan will be negotiated with the neighboring property owners

19. *CCR's should address lighting; noxious weeds; septic maintenance; wildfire prevention; firewise wildland urban interface landscaping requirements; recommend limiting or prohibiting the use of fertilizer, herbicide, and pesticide, unless environmentally friendly; maintenance of the landscape buffer; maintenance of the dry hydrant system; maintenance of the ponds and drainage systems; prohibiting the feeding of animals and wildlife (except for birds); prohibiting the roaming of pets; require fencing for pets; and, limit each lot to one wood-burning device.*

Response: Refer to Article 4 of the included CCRs.

20. *Prior to recording the final plat, the applicant will enter into a Development Agreement that is negotiated with the Board of County Commissioners.*

Response: The Applicant is currently working with the Valley County Road Department and Valley County Engineer to complete a Draft Development agreement to negotiate with the Board of County Commissioners.

21. *The applicant shall prepare a deed for transfer of the road right-of-way to the county.*

Response: None; Understood.

22. *The applicant shall transfer private roads to the association at the time or recordation of each plat.*

Response: None; Understood.

23. *Shall provide a location for a centralized mailbox along Koskella RD.*

Response: The applicant is working with the Donnelly Postmaster to define a centralized mailbox location.

24. *The following notes shall be placed in the notes on the final plat:*

- *The Valley Count Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed.*
- *All lighting must comply with the Valley County lighting ordinance.*
- *Only one wood burning device per lot.*
- *Surrounding land uses are subject to change.*
- *Lots shall not be reduced in size without prior approval from the Health Authority and Valley County Planning and Zoning*
- *The floodplain note is required.*

Response: Please refer to Final Plat Notes; 13, 9, 8, and 17. Notes are needed for "Surrounding Land Uses are Subject to Change" and "Lots shall not be reduced in size without prior approval from the Health Authority and Valley County Planning and Zoning."

25. *Wetlands shall be shown on the final plat.*

Response: Wetland Areas will be added to the Final Plat prior to recordation.

26. *Shall provide letter of credit to reclaim property if abandoned prior to completion.*

Response: The applicant will provide a letter of credit prior to recording a Final Plat.

27. *Best Management Practices (BMPs) will include 40-foot bioswales around the five upper ponds encompassed by the proposed lots as described during the December 12, 2024, public hearing.*

Response: Please refer to Drawing No.s C-10, C-11, C-13, C-14, GC-4 of the approved construction plan set and are included as attachments.

28. *Shall work with irrigation company to ensure water delivery; should irrigation company not cooperate with applicant to ensure water delivery, or unreasonably withhold, delay, or condition the water delivery, such an impediment will not cause applicant's permit to be revoked or suspended.*

Response: None; Understood.

29. Shall work with Valley County Engineer or other appropriate authorities to create a testing plan for irrigation water that leaves the site, if necessary.

Response: Irrigation water currently enters and exits the project through Phase 2 of the proposed subdivision. At this time we have not created a testing plan in conjunction with the Valley County Engineer.

30. The deeds for the lots in the subdivision must note that the lot is located next to an industrial use and agricultural uses, the property owner acknowledges there are associated impacts from these uses, and accepts them as they are with no recourse to sue for their termination.

Response: None; Understood.

31. Noxious weeds must be controlled.

Response: Refer to Article 4.4 of the included CCR's.

32. *If the gravel from the pond excavation is sold commercially, developer will need a separate conditional use permit and a Development Agreement for road impacts.*

Response: None; Understood.

33. *Fugitive dust shall be controlled during construction.*

Response: Fugitive dust shall be controlled in accordance with the Dust Mitigation Plan as well as IDEQ Best Management Practice BMP 43: Dust Control, during construction of the Subdivision improvements.

34. *Hours of construction are limited to 7 a.m. to 7 p.m., Monday through Saturday.*

Response: None; Understood.

35. *Water will be piped to adjoining properties and will be a closed system on-site.*

Response: The proposed pipe network for the irrigation wastewater system is anticipated to be constructed prior to recording Phase 2 of the project.

36. *Surface water cannot leave site.*

Response: None; Understood.

Thank you for your attention to these responses and please feel free to contact me by phone or email at your earliest convenience should you have any questions or comments.

Sincerely,

**Crestline Engineers, Inc.**



Rob Pair  
Associate Engineer

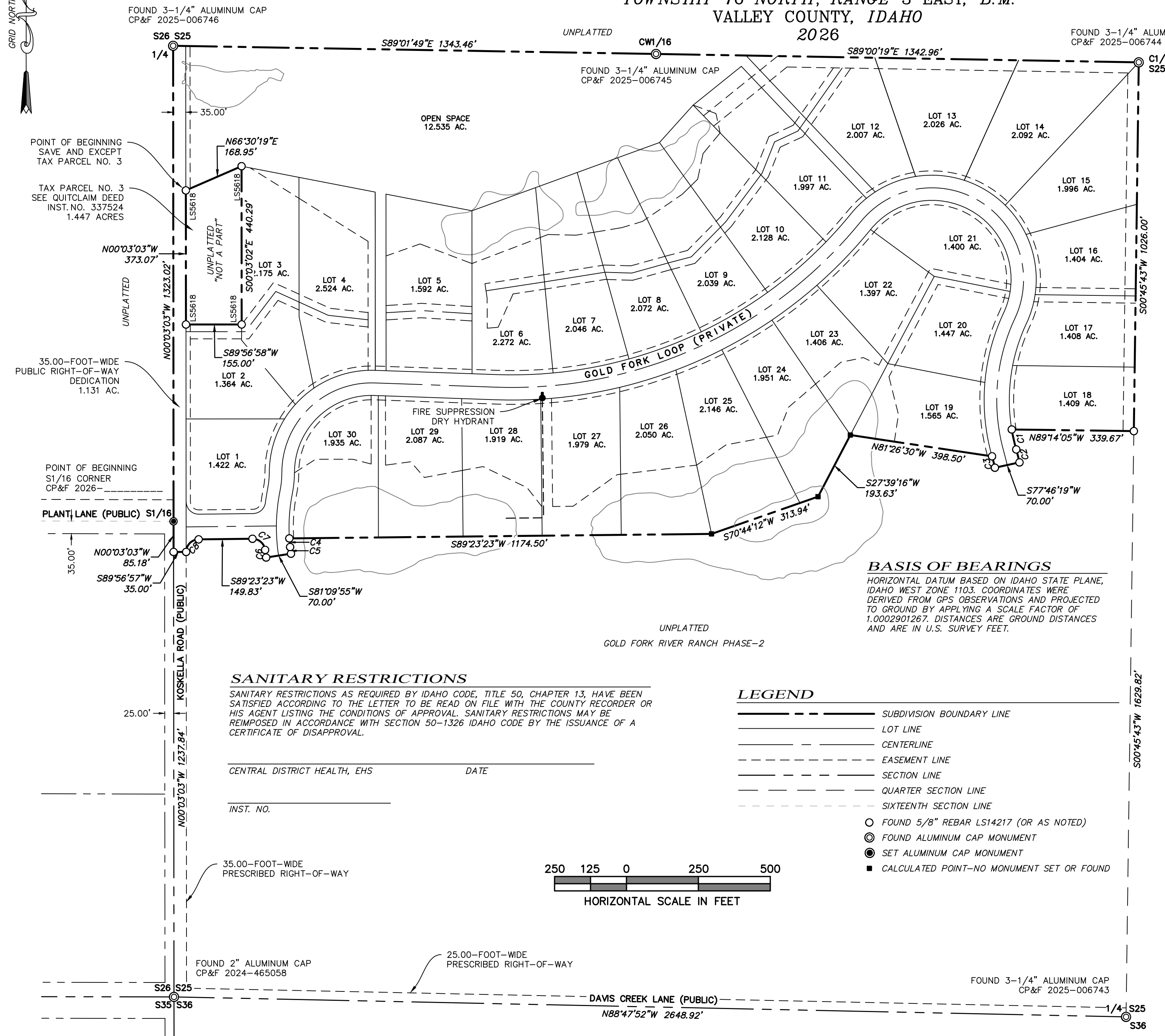
Cc: Craig Groves, Gold Fork River Ranch, LLC

Enclosures:

1. 5 copies 18" x 24" of Final Plat (4 Sheets)
2. Draft CCR's (44 Pages)
3. Draft Declaration of Installation of Utilities (4 Pages)
4. Draft Private Road Declaration (6 Pages)
5. Valley County Engineering Approval (1 Page)
6. Wildland Urban Interface Fire Protection Plan – Short Form (7 Pages)
7. Grading, Drainage, and Stormwater Management Sheets from Approved Construction plan set showing 40' Biofiltration Swales (5 Sheets)

# GOLD FORK RIVER RANCH-PHASE 1

IN A PORTION OF THE SW1/4 OF SECTION 25  
TOWNSHIP 16 NORTH, RANGE 3 EAST, B.M.  
VALLEY COUNTY, IDAHO  
2026



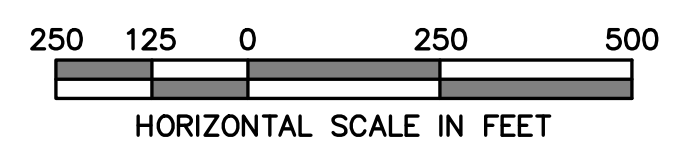
- NOTES**
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT.
  - THIS SUBDIVISION SHALL BE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS FOR GOLD FORK RIVER RANCH-PHASE 1, RECORDED AS INSTRUMENT NO. 2026-\_\_\_\_\_.
  - GOLD FORK LOOP IS PRIVATELY OWNED AND MAINTAINED AND SUBJECT TO THE PRIVATE ROAD DECLARATION, RECORDED IN THE OFFICE OF THE VALLEY COUNTY RECORDER AS INSTRUMENT NO. 2026-\_\_\_\_\_.
  - UTILITY AND DRAINAGE EASEMENTS SHALL BE 12 FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES ADJOINING ROADS AND SHALL FURTHER SERVE AS SNOW STORAGE AND REMOVAL. THE RIGHTS-OF-WAY OF GOLD FORK LOOP SHALL FURTHER SERVE AS A UTILITY AND DRAINAGE EASEMENT.
  - IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B), IRRIGATION WATER WILL BE PROVIDED BY THE OWNER THROUGH A PRESSURIZED IRRIGATION SYSTEM. ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE GOLD FORK IRRIGATING COMPANY, LTD.
  - THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
  - DIRECT LOT ACCESS TO KOSKELLA ROAD IS PROHIBITED.
  - ONLY ONE WOOD BURNING DEVICE ALLOWED PER LOT.
  - ALL LIGHTING SHALL COMPLY WITH THE VALLEY COUNTY LIGHTING ORDINANCE.
  - NO LOT SPLITS.
  - 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.
  - THE VALLEY COUNTY BOARD OF COMMISSIONERS HAVE THE SOLE DISCRETION TO SET THE LEVEL OF SERVICE FOR ANY PUBLIC ROAD; THE LEVEL OF SERVICE CAN BE CHANGED.
  - SEE DECLARATION OF INSTALLATION OF UTILITIES RECORDED FOR GOLD FORK RIVER RANCH-PHASE 1 RECORDED AS INST. NO. 2026-\_\_\_\_\_.
  - SEE DEVELOPMENT AGREEMENT FOR GOLD FORK RIVER RANCH-PHASE 1 RECORDED AS INST. NO. 2026-\_\_\_\_\_.
  - THE LOTS IN THIS SUBDIVISION ARE TO BE SERVED BY INDIVIDUAL WELLS AND SEPTIC SYSTEMS TO BE INSTALLED AND MAINTAINED BY LOT OWNERS AS THEIR EXCLUSIVE RESPONSIBILITY.
  - FEMA FIRM PANEL: 16085C1325C  
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.

**BASIS OF BEARINGS**  
HORIZONTAL DATUM BASED ON IDAHO STATE PLANE, IDAHO WEST ZONE 1103. COORDINATES WERE DERIVED FROM GPS OBSERVATIONS AND PROJECTED TO GROUND BY APPLYING A SCALE FACTOR OF 1.0002901267. DISTANCES ARE GROUND DISTANCES AND ARE IN U.S. SURVEY FEET.

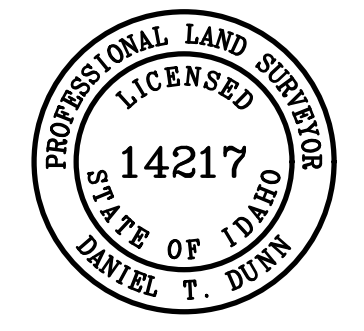
**SANITARY RESTRICTIONS**  
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-1326 IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH, EHS \_\_\_\_\_ DATE \_\_\_\_\_  
INST. NO. \_\_\_\_\_

- LEGEND**
- SUBDIVISION BOUNDARY LINE
  - LOT LINE
  - CENTERLINE
  - EASEMENT LINE
  - SECTION LINE
  - QUARTER SECTION LINE
  - SIXTEENTH SECTION LINE
  - FOUND 5/8" REBAR LS14217 (OR AS NOTED)
  - ⊙ FOUND ALUMINUM CAP MONUMENT
  - SET ALUMINUM CAP MONUMENT
  - CALCULATED POINT-NO MONUMENT SET OR FOUND



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	56.90'	500.00'	6°31'15"	S12°42'13"E	56.87'
C2	37.26'	560.00'	3°48'44"	S14°03'28"E	37.25'
C3	32.70'	490.00'	3°49'23"	N14°03'08"W	32.69'
C4	24.13'	477.00'	2°53'54"	S05°08'49"E	24.13'
C5	18.64'	477.00'	2°14'19"	S07°42'55"E	18.64'
C6	21.37'	547.00'	2°14'19"	N07°42'55"W	21.37'
C7	51.32'	35.00'	84°00'51"	N48°36'11"W	46.85'
C8	54.64'	35.00'	89°26'26"	S44°40'10"W	49.26'



**SHEET 1 OF 4**

25 COYOTE TRAIL  
CASCADE, ID 83611

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

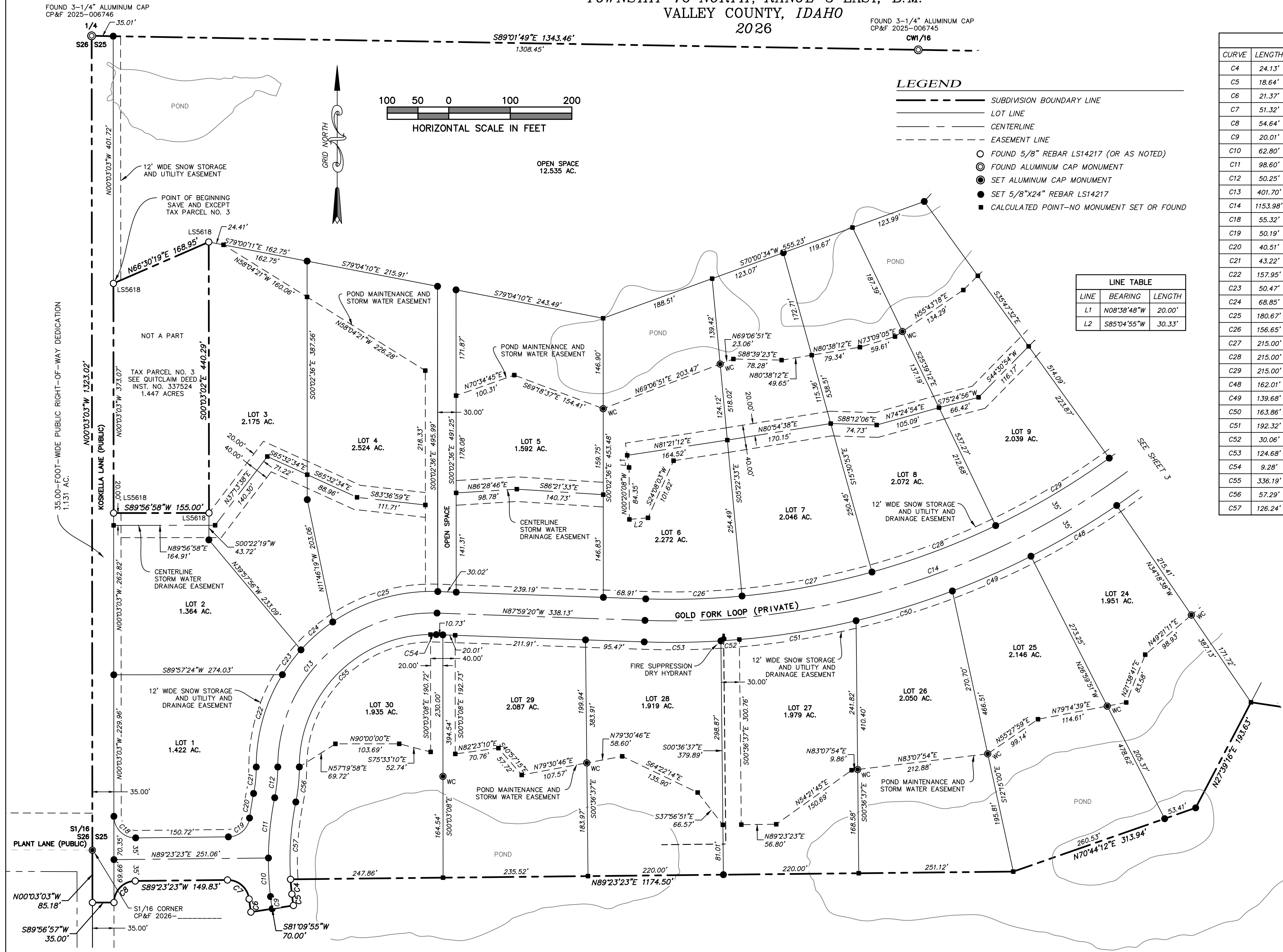


# GOLD FORK RIVER RANCH—PHASE 1

IN A PORTION OF THE SW1/4 OF SECTION 25  
TOWNSHIP 16 NORTH, RANGE 3 EAST, B.M.  
VALLEY COUNTY, IDAHO  
2026

FOUND 3-1/4" ALUMINUM CAP  
CP&F 2025-006746

FOUND 3-1/4" ALUMINUM CAP  
CP&F 2025-006745

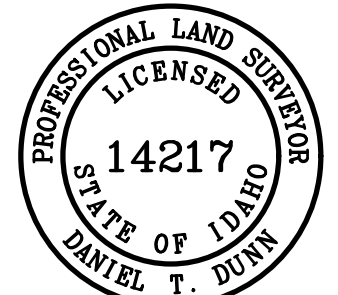


### LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- CENTERLINE
- - - EASEMENT LINE
- FOUND 5/8" REBAR LS14217 (OR AS NOTED)
- ⊙ FOUND ALUMINUM CAP MONUMENT
- SET ALUMINUM CAP MONUMENT
- SET 5/8"X24" REBAR LS14217
- CALCULATED POINT—NO MONUMENT SET OR FOUND

LINE TABLE		
LINE	BEARING	LENGTH
L1	N08°38'48"W	20.00'
L2	S85°04'55"W	30.33'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C4	24.13'	477.00'	2°53'54"	S05°08'49"E	24.13'
C5	18.64'	477.00'	2°14'19"	S07°42'55"E	18.64'
C6	21.37'	547.00'	2°14'19"	S07°42'55"E	21.37'
C7	51.32'	35.00'	84°00'51"	N48°36'11"W	46.85'
C8	54.64'	35.00'	89°26'26"	S44°40'10"W	49.26'
C9	20.01'	512.00'	2°14'19"	S07°42'55"E	20.00'
C10	62.80'	512.00'	7°01'39"	S03°04'56"E	62.76'
C11	98.60'	512.00'	11°02'02"	S05°56'54"W	98.45'
C12	50.25'	250.00'	11°31'03"	N05°42'23"E	50.17'
C13	401.70'	250.00'	92°03'48"	S45°58'46"W	359.86'
C14	1153.98'	1250.00'	52°53'41"	N65°33'50"E	1113.44'
C18	55.32'	35.00'	90°33'34"	S45°19'50"E	49.74'
C19	50.19'	35.00'	82°10'05"	N48°18'21"E	46.00'
C20	40.51'	547.00'	4°14'37"	S09°20'37"W	40.50'
C21	43.22'	215.00'	11°31'03"	N05°42'23"E	43.15'
C22	157.95'	285.00'	31°45'17"	S15°49'30"W	155.94'
C23	50.47'	285.00'	10°08'46"	S36°46'32"W	50.40'
C24	68.85'	285.00'	13°50'31"	S48°46'11"W	68.69'
C25	180.67'	285.00'	36°19'14"	S73°51'03"W	177.66'
C26	156.65'	1215.00'	7°23'14"	N88°19'04"E	156.54'
C27	215.00'	1215.00'	10°08'20"	N79°33'17"E	214.72'
C28	215.00'	1215.00'	10°08'20"	N69°24'57"E	214.72'
C29	215.00'	1215.00'	10°08'20"	N59°16'38"E	214.72'
C48	162.01'	1285.00'	7°13'26"	N59°23'26"E	161.90'
C49	139.68'	1285.00'	6°13'41"	N66°06'59"E	139.61'
C50	163.86'	1285.00'	7°18'22"	N72°53'00"E	163.75'
C51	192.32'	1285.00'	8°34'31"	N80°49'27"E	192.14'
C52	30.06'	1285.00'	1°20'25"	N85°46'55"E	30.06'
C53	124.68'	1285.00'	5°33'33"	N89°13'54"E	124.63'
C54	9.28'	215.00'	2°28'19"	N89°13'29"W	9.28'
C55	336.19'	215.00'	89°35'29"	S44°44'36"W	302.97'
C56	57.29'	285.00'	11°31'03"	N05°42'23"E	57.19'
C57	126.24'	477.00'	15°09'47"	S03°53'02"W	125.87'



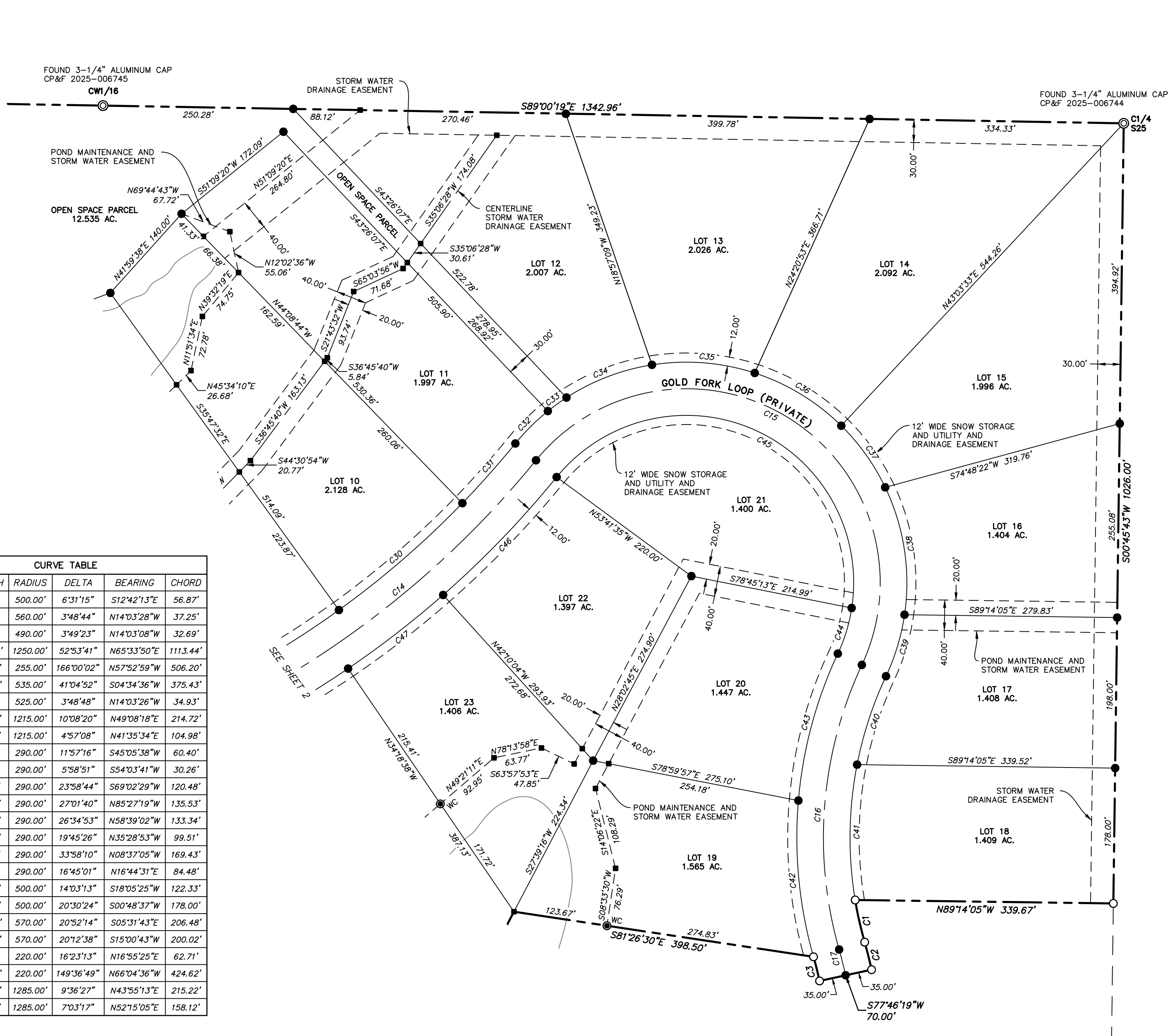
SHEET 2 OF 4

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

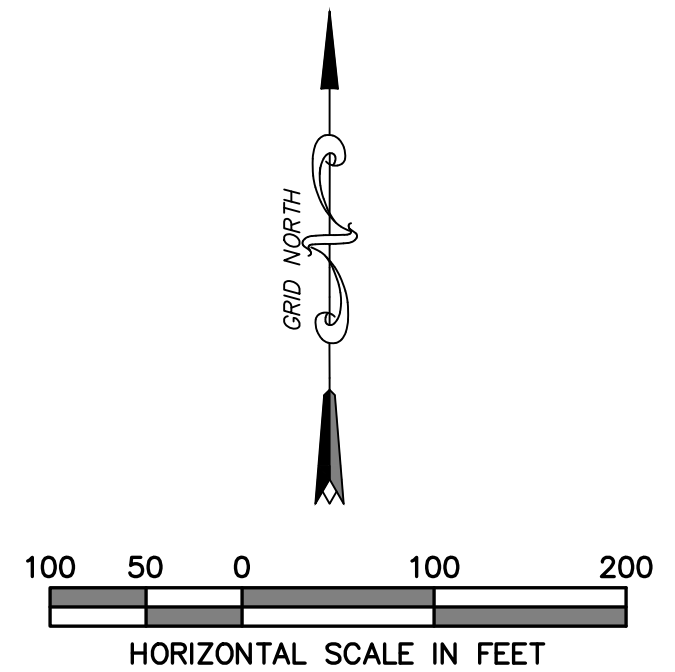


# GOLD FORK RIVER RANCH—PHASE 1

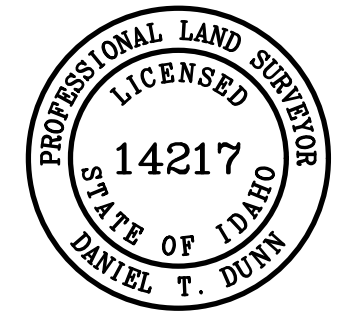
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VALLEY COUNTY, IDAHO  
2026



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	56.90'	500.00'	6°31'15"	S12°42'13"E	56.87'
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C3	32.70'	490.00'	3°49'23"	N14°03'08"W	32.69'
C14	1153.98'	1250.00'	52°53'41"	N65°33'50"E	1113.44'
C15	738.80'	255.00'	166°00'02"	N57°52'59"W	506.20'
C16	383.60'	535.00'	41°04'52"	S04°34'36"W	375.43'
C17	34.94'	525.00'	3°48'48"	N14°03'26"W	34.93'
C30	215.00'	1215.00'	10°08'20"	N49°08'18"E	214.72'
C31	105.02'	1215.00'	4°57'08"	N41°35'34"E	104.98'
C32	60.51'	290.00'	11°57'16"	S45°05'38"W	60.40'
C33	30.27'	290.00'	5°58'51"	S54°03'41"W	30.26'
C34	121.37'	290.00'	23°58'44"	S69°02'29"W	120.48'
C35	136.80'	290.00'	27°01'40"	N85°27'19"W	135.53'
C36	134.54'	290.00'	26°34'53"	N58°39'02"W	133.34'
C37	100.00'	290.00'	19°45'26"	N35°28'53"W	99.51'
C38	171.94'	290.00'	33°58'10"	N08°37'05"W	169.43'
C39	84.78'	290.00'	16°45'01"	N16°44'31"E	84.48'
C40	122.64'	500.00'	14°03'13"	S18°05'25"W	122.33'
C41	178.95'	500.00'	20°30'24"	S00°48'37"W	178.00'
C42	207.63'	570.00'	20°52'14"	S05°31'43"E	206.48'
C43	201.06'	570.00'	20°12'38"	S15°00'43"W	200.02'
C44	62.92'	220.00'	16°23'13"	N16°55'25"E	62.71'
C45	574.47'	220.00'	149°36'49"	N66°04'36"W	424.62'
C46	215.47'	1285.00'	9°36'27"	N43°55'13"E	215.22'
C47	158.22'	1285.00'	7°03'17"	N52°15'05"E	158.12'



- LEGEND**
- SUBDIVISION BOUNDARY LINE
  - LOT LINE
  - CENTERLINE
  - - - EASEMENT LINE
  - FOUND 5/8" REBAR LS14217 (OR AS NOTED)
  - ⊙ FOUND ALUMINUM CAP MONUMENT
  - SET ALUMINUM CAP MONUMENT
  - SET 5/8" X 24" REBAR LS14217
  - CALCULATED POINT—NO MONUMENT SET OR FOUND



SHEET 3 OF 4

25 COYOTE TRAIL  
CASCADE, ID 83611

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# GOLD FORK RIVER RANCH—PHASE 1

IN A PORTION OF THE SW1/4 OF SECTION 25  
TOWNSHIP 16 NORTH, RANGE 3 EAST, B.M.  
VALLEY COUNTY, IDAHO  
2026

## CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT GOLD FORK RIVER RANCH, LLC, AN IDAHO LIMITED LIABILITY COMPANY IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SW1/4 OF SECTION 25, T.16N., R.3E., B.M., VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT A FOUND 2-INCH ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 25, CP&F INST. NO. 2024-465058, CORNER RECORDS OF SAID VALLEY COUNTY;
- THENCE A BEARING OF N 00°03'03"W, A DISTANCE OF 1237.84 FEET, ON THE WEST BOUNDARY OF SAID SW1/4 OF SECTION 26, TO A SET 5/8-INCH REBAR, SAID REBAR BEING THE TRUE POINT OF BEGINNING;
- THENCE A BEARING OF N 00°03'03" W, A DISTANCE OF 85.18 FEET, ON SAID WEST BOUNDARY TO A SET 2-1/2 INCH ALUMINUM CAP MONUMENT MARKING THE S1/16 CORNER COMMON TO SAID SECTION 25 AND SECTION 26, CP&F INST. NO. 2026-\_\_\_\_\_, SAID CORNER RECORDS OF VALLEY COUNTY;
- THENCE ON SAID WEST BOUNDARY A BEARING OF N 00°03'03"W, A DISTANCE OF 1323.02 FEET TO A FOUND 3-1/4 INCH ALUMINUM CAP MONUMENT MARKING THE 1/4 CORNER COMMON TO SAID SECTIONS 25 AND 26, CP&F INST. NO. 2025-006746, SAID CORNER RECORDS OF VALLEY COUNTY;
- THENCE LEAVING SAID WEST BOUNDARY A BEARING OF S 89°01'49" E, A DISTANCE OF 1343.46 FEET, ON THE NORTH BOUNDARY OF SAID SW1/4 SECTION 25, TO A FOUND 3-1/4 INCH ALUMINUM CAP MONUMENT MARKING THE CENTER-WEST 1/16 CORNER, SAID SECTION 25, CP&F INST. NO. 2025-006745, SAID CORNER RECORDS OF VALLEY COUNTY;
- THENCE ON SAID NORTH BOUNDARY A BEARING OF S 89°00'19" E, A DISTANCE OF 1342.96 FEET, TO A FOUND 3-1/4 INCH ALUMINUM CAP MONUMENT MARKING THE CENTER 1/4 CORNER, SAID SECTION 25, CP&F INST. NO. 2025-006744, SAID CORNER RECORDS OF VALLEY COUNTY;
- THENCE LEAVING SAID NORTH BOUNDARY A BEARING OF S 00°45'43" W, A DISTANCE OF 1026.00 FEET, ON THE EAST BOUNDARY OF SAID SW1/4 TO A SET 5/8-INCH REBAR;
- THENCE LEAVING SAID EAST BOUNDARY A BEARING OF N 89°14'05" W, A DISTANCE OF 339.67 FEET TO A SET 5/8-INCH REBAR;
- THENCE 56.90 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 06°31'15" AND A LONG CHORD WHICH BEARS S 12°42'13" E, A DISTANCE OF 56.87 FEET, TO A SET 5/8-INCH REBAR;
- THENCE 37.26 FEET ON THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 560.00 FEET, A DELTA ANGLE OF 03°48'44" AND A LONG CHORD WHICH BEARS S 14°03'28"E, A DISTANCE OF 37.25 FEET, TO A SET 5/8-INCH REBAR;
- THENCE ON A LINE NON-TANGENT TO PREVIOUS CURVE, A BEARING OF S 77°46'19" W, A DISTANCE OF 70.00 FEET, TO A SET 5/8-INCH REBAR;
- THENCE 32.70 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 490.00 FEET, A DELTA ANGLE OF 03°49'23" AND A LONG CHORD WHICH BEARS N 14°03'08"W, A DISTANCE OF 32.69 FEET, TO A SET 5/8-INCH REBAR;
- THENCE ON A LINE NON-TANGENT TO PREVIOUS CURVE, A BEARING OF N 81°26'30" W, A DISTANCE OF 398.50 FEET, TO A SET 5/8-INCH REBAR;
- THENCE A BEARING OF S 27°39'16" W, A DISTANCE OF 193.63 FEET, TO A SET 5/8-INCH REBAR;
- THENCE A BEARING OF S 70°44'12" W, A DISTANCE OF 313.94 FEET TO A SET 5/8-INCH REBAR;
- THENCE A BEARING OF S 89°23'23" W, A DISTANCE OF 1174.50 FEET TO A SET 5/8-INCH REBAR;
- THENCE 42.77 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 477.00 FEET, A DELTA ANGLE OF 05°08'13" AND A LONG CHORD WHICH BEARS S 06°15'58" E, A DISTANCE OF 42.75 FEET, TO A SET 5/8-INCH REBAR;
- THENCE ON A LINE NON-TANGENT TO PREVIOUS CURVE, A BEARING OF S 81°09'55" W, A DISTANCE OF 70.00 FEET, TO A SET 5/8-INCH REBAR;
- THENCE 21.37 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 547.00 FEET, A DELTA ANGLE OF 02°14'19" AND A LONG CHORD WHICH BEARS N 07°42'55"W, A DISTANCE OF 21.37 FEET, TO A SET 5/8-INCH REBAR;
- THENCE 51.23 FEET ON THE ARC OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 84°00'51" AND A LONG CHORD WHICH BEARS N 48°36'11"W, A DISTANCE OF 46.85 FEET, TO A SET 5/8-INCH REBAR;
- THENCE A BEARING OF S 89°23'23" W, A DISTANCE OF 149.83 FEET TO A SET 5/8-INCH REBAR;
- THENCE 54.64 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 89°26'26" AND A LONG CHORD WHICH BEARS S 44°40'10"W, A DISTANCE OF 49.26 FEET, TO A SET 5/8-INCH REBAR;
- THENCE A BEARING OF S 89°56'57" W, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS A GROSS LAND AREA OF 77.015 ACRES, MORE OR LESS.

SAVE AND EXCEPT A PARCEL OF LAND BEING TAX NO. 3 AS DESCRIBED BY QUITCLAIM DEED INST. NO. 337542, LOCATED IN A PORTION OF THE W1/2 OF THE NW1/4 OF THE SW1/4, SECTION 25, T.16N., R.3E., B.M., VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT A FOUND 3-1/4 INCH ALUMINUM CAP MONUMENT MARKING THE 1/4 CORNER COMMON TO SAID SECTION 26 AND SECTION 25, CP&F INST. NO. 2025-006746, SAID CORNER RECORDS OF VALLEY COUNTY;
- THENCE A BEARING OF S 00°03'03"E, A DISTANCE OF 402.34 FEET, ON THE WEST BOUNDARY OF SAID W1/2 OF THE NW1/4 OF THE SW1/4 TO A POINT;
- THENCE LEAVING SAID WEST BOUNDARY A BEARING OF N 89°56'58"E, A DISTANCE OF 35.00 FEET, TO A FOUND 5/8-INCH REBAR, SAID REBAR BEING THE TRUE POINT OF BEGINNING;
- THENCE A BEARING OF N 66°30'19"E, A DISTANCE OF 168.95 FEET, TO A FOUND 5/8-INCH REBAR;
- THENCE A BEARING OF S 00° 03'03"E, A DISTANCE OF 440.29 FEET, TO A FOUND 5/8-INCH REBAR;
- THENCE A BEARING OF S 89°56'58"W, A DISTANCE OF 155.00 FEET, TO A FOUND 5/8-INCH REBAR;
- THENCE A BEARING OF N 00°03'03"W, A DISTANCE OF 373.07 FEET, TO THE POINT OF BEGINNING.
- SAID DESCRIBED PARCEL OF LAND CONTAINS 1.447 ACRES, MORE OR LESS.

SAID DESCRIBED PARCEL OF LAND CONTAINS A NET AREA OF 75.568 ACRES, MORE OR LESS. TOGETHER WITH AND SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND/OR USE.

## CERTIFICATE OF OWNER

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THE PLAT OF GOLD FORK RIVER RANCH—PHASE 1. ALL ROADS AND ROAD RIGHTS OF WAY AND ALL SNOW STORAGE AND UTILITY EASEMENTS, POND MAINTENANCE AND STORM WATER EASEMENTS AND STORM WATER DRAINAGE EASEMENT WHICH ARE DEPICTED ON THIS FINAL PLAT ARE DEDICATED FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE GOLD FORK RIVER RANCH HOMEOWNERS ASSOCIATION, TOGETHER WITH THEIR GUESTS, INVITEES AND ASSIGNS, SUBJECT TO THE TERMS, CONDITIONS, AND RESERVED DECLARANT RIGHTS WHICH ARE CONTAINED IN THE GENERAL DECLARATION.

KOSKELLA ROAD IS HEREBY DEDICATED TO THE PUBLIC, ALL OTHER ROADS WITHIN THIS PLAT ARE PRIVATE AND VALLEY COUNTY SHALL HAVE NO RESPONSIBILITY FOR THE CONSTRUCTION OR MAINTENANCE OF SAID PRIVATE ROADS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
R. CRAIG GROVES, MEMBER, GOLD FORK RIVER RANCH, LLC

## ACKNOWLEDGEMENT

STATE OF IDAHO

COUNTY OF \_\_\_\_\_

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY R. CRAIG GROVES, MANAGER, OF GOLD FORK RIVER RANCH, LLC, ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC FOR THE STATE OF IDAHO

COMMISSION EXPIRES: \_\_\_\_\_

## APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF GOLD FORK RIVER RANCH—PHASE 1 IS HEREBY ACCEPTED AND

APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025,

BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

\_\_\_\_\_  
CHAIRMAN

## APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF GOLD FORK RIVER RANCH—PHASE 1 IS HEREBY

ACCEPTED AND APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026,

BY THE VALLEY COUNTY COMMISSIONERS.

\_\_\_\_\_  
CHAIRMAN

## CERTIFICATE OF VALLEY COUNTY SURVEYOR

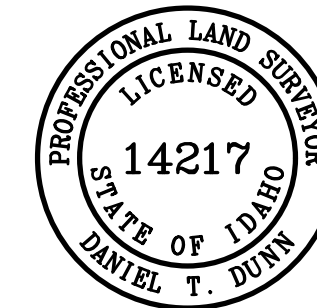
I, THE UNDERSIGNED COUNTY SURVEYOR FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF GOLD FORK RIVER RANCH—PHASE 1 IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH THE VALLEY COUNTY SUBDIVISION REGULATIONS RELATING TO PLATS.

\_\_\_\_\_  
VALLEY COUNTY SURVEYOR

\_\_\_\_\_  
DATE

## CERTIFICATE OF SURVEYOR

I, DANIEL T. DUNN, PROFESSIONAL LAND SURVEYOR NO. 14217, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF GOLD FORK RIVER RANCH—PHASE 1 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 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 GOLD FORK RIVER RANCH—PHASE 1 HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

\_\_\_\_\_  
VALLEY COUNTY TREASURER

\_\_\_\_\_  
DATE

SHEET 1 OF 3

25 COYOTE TRAIL  
CASCADE, ID 83611

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



**MASTER DECLARATION OF**  
**COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**GOLD FORK RIVER RANCH SUBDIVISION**

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THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for Gold Fork River Ranch Subdivision is made effective as of \_\_\_\_\_, by Gold Fork River Ranch LLC, an Idaho limited liability company (“**Grantor**” and “**Class B Member**”).

## ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration is located in the County of Valley, State of Idaho, and is more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Property**”). Should Grantor choose, in its sole discretion, to develop the Property in stages or phases, Grantor, in its sole discretion, may amend or supplement this Declaration to add additional Property.

1.2 Purpose of Declaration. Gold Fork River Ranch Subdivision is a residential development, which Grantor currently intends to develop into a residential neighborhood. The Property may contain parcels of Common Area. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, plans and equitable servitudes (collectively, the “**Restrictions**”) that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property’s value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Areas, and the Improvements located thereon.

## ARTICLE II: DECLARATION

2.1 Declaration. Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or 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: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor’s successors in interest and each grantee or Owner and such grantee’s or Owner’s respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner’s successors in interest, or by the Association.

Notwithstanding the foregoing, until one hundred percent (100%) of the Property is transferred by Grantor, no provision of this Declaration shall be construed as to prevent or limit Grantor’s right to complete development of Property, including any subdivision or re-subdivision of the Property, and to construct improvements thereon, nor Grantor’s right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Areas or any public right-of-way, nor Grantor’s right to post signs incidental to construction, sales or leasing.

2.2 Phased Development; Consent. Owner acknowledges that the development of the Property will be phased over time and construction activities will occur on the Property throughout the development process. Additional phases of the Subdivision may be identified by Supplemental Declaration in connection with the recordation of each applicable Plat. Owner recognizes that the development of the Property and creation of phases may change from time

to time in the Grantor's discretion, and no Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property, or any additional land annexed to the Property. Each Owner's agreement not to object to or oppose the development of the Subdivision is a material consideration to the conveyance of any portion of the Property by the Grantor to such Owner.

**Each Owner, by acquiring any Building Lot, recognizes and agrees that there are certain risks associated with construction, grading, and development in sloped areas. By acquiring a Building Lot, each Owner, for itself and its successors and assigns, hereby represents that such Owner has had the opportunity to independently conduct any and all due diligence deemed necessary by such Owner and associated with the preparation of a Building Lot, including, without limitation: review of grading and compaction of such Building Lot; review of geotechnical studies as may be desired by Owner; and evaluation of the overall fitness and capacity of a Building Lot to accept residential improvements on such Building Lot. Any and all site preparation in connection with any Building Lot is provided on an as-is, where-is basis without representation or warranty of any kind. Grantor makes no representations or warranties as to the suitability of any Building Lot for an Owner's intended use. Each Owner is purchasing its Building Lot with all faults, including both latent and patent defects. By acquiring a Building Lot, each Owner hereby waives any and all claims associated with the construction, grading, drainage, and development of any Building Lot in the Subdivision.**

### **ARTICLE III: DEFINITIONS**

3.1 "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee established by Grantor pursuant to Article VI hereof.

3.2 "Architectural Guidelines" shall mean the architectural design guidelines and rules promulgated, published, amended, and/or supplemented from time to time pursuant to this Declaration.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

3.4 "Assessments" shall mean those payments required of Owners and Association Members.

3.5 "Association" shall mean Gold Fork River Ranch Homeowners' Association, Inc., a non-profit corporation organized or to be organized under the laws of the State of Idaho, its successors and assigns.

3.6 "Association Rules" shall mean those rules and regulations that the Association may issue from time to time governing conduct within the Subdivision, including imposition of fines for violation of said rules. The Association Rules may, among other things, also identify procedural matters for use in the conduct of the business of the Association.

3.7 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.8 “Building Lot” shall mean and refer to any plot of land showing upon any recorded plat of the Property. The term “Building Lot” shall not include Common Area but may include condominium units to the extent that any are located on the Property.

3.9 “Bylaws” shall mean the Bylaws of the Association.

3.10 “Class B Member Termination Date” shall mean the date on which: (a) Grantor no longer owns any Building Lot or any other portion of the Property; and (b) Grantor informs the Board in writing that Class B Member status is terminated. The provisions of this Declaration and the Bylaws regarding the Class B Member Termination Date are subject to the requirements of Idaho law relating to Board status and composition, including Idaho Code Section 55-3204A, as amended from time to time. For avoidance of doubt, in the event of any inconsistency between this Declaration and Idaho law regarding Board status and composition, Idaho law shall control.

3.11 “Common Areas” shall mean all real property (including all the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. Common Area may include, without limitation, parcels designated as common landscaped areas, irrigation facilities, private streets or drives, parking areas or drives, common open space, park areas, Association facilities (including storage and maintenance facilities), homeowner recreation facilities, and other amenities and facilities. Common Area shall be owned and maintained by the Association, or its assigns and may include easement and/or license rights. Common Area may be established from time to time by the Grantor by describing such area on a recorded Plat, by granting or reserving Common Area in a deed or other instrument, or by designating Common Area as such in this Declaration or any Supplemental Declaration.

3.12 “County” shall mean Valley County, Idaho.

3.13 “Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions for Gold Fork River Ranch Subdivision, as it may be amended from time to time.

3.14 “Grantor” shall mean Gold Fork River Ranch, an Idaho limited liability company, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Gold Fork River Ranch LLC, or its successor, but excluding transfers to individual Building Lot Owners by Grantor.

3.15 “Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, mail boxes, electrical lines, pipes, pumps, ditches, ponds, and fixtures of any kind whatsoever. Improvement(s) include(s) both original improvements existing on the Property on the date hereof and all alter changes and improvements.

3.16 “Limited Assessment” shall mean a charge against a particular Owner, and such Owner’s Building Lot, directly attributable to such Owner, equal to the cost incurred by an Association in connection with corrective action performed pursuant to the provisions of this Declaration, including, without limitation, damage to any Common Area, or the failure of an Owner to keep such Owner’s Building Lot and/or Improvements in proper repair, and including interest thereon as provided in this Declaration.

3.17 “Member” shall mean each Owner holding a membership in the Association.

3.18 “Occupant” shall mean any resident or occupant of a Building Lot, including, without limitation, the Owner, family members, guests, invitees, and/or tenants.

3.19 “Owner” shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.20 “Person” shall mean any individual, partnership, corporation, trust, or other legal entity.

3.21 “Plat” shall mean any subdivision plat authorized by Grantor and covering any portion of the Property as recorded at the office of the County Recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.22 “Project Documents” shall mean this Declaration, any Supplemental Declarations, the Articles and Bylaws, Association Rules, any applicable Architectural Guidelines, and documents promulgated by the ACC, in accordance with Article VI.

3.23 “Property” shall mean the real property described on Exhibit A, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such real property, and including such additions thereto as may hereafter be annexed and brought within the coverage of this Declaration as more particularly provided for herein.

3.24 “Regular Assessment” shall mean the portion of the cost of maintaining, improving, repairing, managing and/or operating the Common Areas and all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of an Association, which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration.

3.25 “Setbacks” shall mean the minimum distance established by law or the Architectural Guidelines between the dwelling unit or other structure referred to and a given street, road, or Building Lot line.

3.26 “Special Assessment” shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to Association, pursuant to the provisions of this Declaration.

3.27 “Sub-Association” shall mean an entity that may be established from time to time which may, as further described in Article 5.12 hereof, be provided with the authority to administer a portion of the Property and enact separate Architectural Guidelines for such Property located within the Sub-Association. If established, any Sub-Associations will remain subject to this Declaration, but will be operated, managed, and maintained separately from the Association by the Sub-Association and the expense thereof shall be assessed against the Owners within the Sub-Association in accordance with the applicable Supplemental Declaration or an amendment to the Declaration, as applicable.

3.28 “Subdivision” shall have the same meaning as Property.

3.29 “Supplemental Declaration” shall mean any supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property. Grantor shall have the right to unilaterally annex future phases into the Association by means of Supplemental Declaration.

#### **ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS**

4.1 Prior Plan Approval. Except for Improvements made by Grantor, no Improvements of any kind shall be placed or permitted to remain upon any part of the Property including, without limitation, a Building Lot, unless a written request for approval has been approved by the Board or the ACC or a person so designated by the Board to approve the same. Any such written request for approval shall include all plans, specifications, landscaping plans, and exterior color scheme for the proposed Improvements.

4.2 Improvements – Generally. All Improvements are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration, and are subject to review by the ACC in accordance with Article VI, any Architectural Guidelines promulgated by Grantor or the ACC in accordance with Article VI, and the general and specific restrictions as set forth in this Article IV.

4.3 Use, Size and Height of Dwelling Structure. All Building Lots identified on the Plat shall be improved with a single-family dwelling unit or structure of frame, stone or brick construction. The floor area of each single-family dwelling unit shall be in accordance with the Architectural Guidelines. **Additional Setbacks and building height restrictions shall be as set forth in the Architectural Guidelines.**

4.3.1 Roofs. Roof materials and pitch shall be as set forth in the Architectural Guidelines.

4.3.2 Garages. Each dwelling shall have an attached or detached fully enclosed garage adequate for a minimum of two (2) standard size automobiles. No carports shall be allowed.

4.3.3 Accessory Structures. Improvements consisting of detached accessory structures shall be allowed if in conformity with the provisions of this Declaration, and if approved by the ACC, as provided more fully in Article VI below. There shall be no metal storage nor wood storage attachments to any dwelling unit except as approved by the ACC. Garages, storage sheds attached to the residential structure, patio covers, and guest homes, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot.

4.3.4 Fencing. All fencing will be reviewed and approved in advance by the ACC and shall be constructed in accordance with the Architectural Design Guidelines. All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Building Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs. No fence or wall shall interfere with the use and enjoyment of any easement shown on the Plat. No fence, wall, hedge, high planting, obstruction or barrier shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring Building

Lots and streets and shall not be allowed if the same constitute an undesirable, noxious or nuisance effect upon neighboring Building Lots. The Association shall have the authority, but shall not be obligated to, maintain the exterior side of any fencing that faces any Common Area or street. Except as may otherwise be determined by the Board, the Association will maintain the exterior side (i.e. non-Building Lot side) of fencing installed by Grantor adjacent to Common Area. All other maintenance on the Building Lot, including without limitation, maintenance of fencing, shall be the responsibility of the Owner of the Building Lot on which the Improvement is located. If there is any dispute as to the responsibility of maintenance, repair, or rebuilding of fence adjacent to Common Area and the associated cost thereof, the Board will make the final determination.

4.3.5 Exterior of Structures. The visual harmony and aesthetic appeal of the structures on the Building Lots being of mutual concern to all Owners and having a direct bearing on the value of Building Lots and Improvements thereon, the ACC shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs of all structures erected upon Building Lots, and to require landscaping. No change shall be made in the color of paint, stain, or other exterior finish to a dwelling unit or structure without prior written approval by the ACC.

4.3.6 Lighting. Exterior lighting fixtures that can be seen from the streets, Common Area, or neighboring Building Lots must be of an indirect type. All exterior lighting shall be shielded and directed downward to minimize light pollution and shall not unreasonably illuminate adjacent Lots or Common Areas. Lighting shall be further subject to the requirements of Valley County and the Architectural Guidelines.

4.3.7 Location on Building Lot. Unless otherwise specifically approved in writing by the ACC, all structures (exclusive of fences and similar structures) shall be placed within the building Setbacks for each Building Lot. All utility facilities and/or systems used in connection with a Building Lot shall be placed underground.

4.3.8 Completion of Construction. Once any Owner of a Building Lot shall have commenced the construction of a dwelling unit or structure in compliance with the restrictions herein, such construction shall be completed within one (1) year thereafter. The term "commenced the construction" as used in this Section 4.3.8 shall mean the start of actual physical construction activities upon such dwelling unit or structure upon such Building Lot.

4.3.9 Groundwater Levels. The initial builder, and thereafter the Owner, is responsible to ensure that the Building Lot and any Improvements thereon, including the primary residence, are appropriately engineered, constructed, and maintained. Neither Grantor nor the Association will be responsible for the engineering and construction on or within a Building Lot, nor for any conditions caused by or related to fluctuating groundwater levels.

4.4 Landscaping. The initial Owner of a Building Lot shall submit a landscape plan which must be approved by the ACC and shall install the minimum landscaping provided in such approved plans and identified in the Architectural Guidelines then promulgated by the ACC and in accordance with this Section 4.4. Prior to completion of the initial landscape installation, Owner shall control weeds and maintain the property in a clean and safe condition, free of debris or any hazardous condition. Each Owner is responsible for irrigating and mowing all grass along road right-of-ways that border such Owner's Building Lot. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners.

Each Owner shall control and remove noxious weeds and maintain vegetation in compliance with applicable laws and in a manner that does not create a nuisance or fire hazard.

The use of fertilizers, herbicides, and pesticides shall be minimized, and, where used, shall be applied in an environmentally responsible manner.

Of critical concern with regard to landscaping in the Subdivision is the preservation of the stability of the hillsides and the prevention and/or control of wildfires. All Lots shall be maintained in a manner consistent with wildfire risk reduction practices, including maintaining defensible space and complying with any applicable wildland-urban interface requirements established by the Association or applicable governmental authority.

The following vegetation are considered "noxious vegetation": Japanese Yew (*Taxus cuspidate*), European or English Yew (*Taxus baccata*), and Chinese Yew (*Taxus chinensis*), and their hybrids. Any such noxious vegetation (or other vegetation deemed noxious by the ACC) is prohibited and shall be removed by the Owner upon whose Building Lot the noxious vegetation is located, at the sole cost of such Owner.

In addition to the foregoing, landscaping within the Subdivision shall be designed, installed, and maintained in a manner that minimizes adverse impacts to native wildlife, including elk and other big game species known to inhabit or migrate through the area. Landscaping shall not intentionally attract or concentrate wildlife in a manner that creates conflicts with residents or disrupts natural movement patterns. The use of vegetation known to be highly attractive as forage for elk or other large wildlife is discouraged, and the ACC may restrict or prohibit specific plant species where necessary to reduce wildlife conflicts.

No Owner shall install fencing, landscaping, or other Improvements that unreasonably interfere with established wildlife movement corridors, except as may be necessary for approved animal containment or as otherwise approved by the ACC. The ACC may adopt guidelines or restrictions to promote wildlife-compatible landscaping and to reduce human-wildlife conflicts, including recommendations or requirements consistent with guidance from state or local wildlife agencies.

4.5 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 or 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. In accordance with Valley County code, only one (1) wood burning device shall be allowed on a Building Lot.

4.6 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement, including, but not limited to, trees and landscape, shall at all times be kept in good condition and repair. Any building or structure that is vacant and unoccupied shall be kept locked and the windows glazed to prevent entrance by vandals. Vacant structures and unimproved Building Lots shall not be exempt from the provisions of this Declaration. In the event that any Owner shall permit any Improvement, including, but not limited to, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, overgrown, weed-infested, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Associations' responsibility to maintain, the Board upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly

reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due.

4.7 Excavation. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Building Lot unless such excavation is necessary in connection with the construction of an approved structure thereon. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in or under a Building Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under any Building Lot. No derrick or other structure design for use in boring for oil or nature gas shall be erected, maintained or permitted upon any Building Lot.

4.8 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the ACC.

4.9 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual or visitor use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.10 Boats, Campers and Other Vehicles. No dilapidated or unrepaired and unsightly vehicles or similar equipment, as determined in the reasonable discretion of the Board, shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are concealed from view in a manner approved by the ACC and using, without limitation, fencing and/or landscaping. Further, no boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles or bicycles shall be stored in the area between the front plane of a dwelling unit on a Building Lot and any street. No motor homes, motor coaches, campers, trailers, snowmobiles, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (including any vehicle that has not been driven under its own propulsion for a period of three (3) days or longer), oversized vehicles (including any vehicles too high or too wide to clear the entrance of an approved residential garage door opening), snow removal equipment, garden maintenance equipment, and any other potentially unsightly machinery and equipment shall be placed upon any portion of the Property, including, without limitation, streets, side yards, rear yards, and driveways, unless the same are enclosed by a structure or approved fence and landscape materials concealing them from view of adjacent Building Lot(s) or Common Areas and streets, in a manner approved by the ACC or Board. The Board or its agent may remove any vehicles, machinery or equipment in violation of this section at any time and charge a Limited Assessment in doing so in accordance with Section 8.6 hereof.

4.11 Unsightly Articles; Nuisances. All Building Lots shall be managed and maintained so as to prevent any accumulation of junk, emissions, construction, hazardous materials, and utilities. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All refuse, garbage and trash shall be kept at all times in covered, reasonably

noiseless containers, which shall be kept and maintained within an enclosed structure appropriately screened from view, except when necessarily placed for pick-up by garbage removal services. Vacant Building Lots are to be kept in clean natural state. No Owner may cause or permit noise or other nuisance upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. In no instance will noise from residential heating and/or cooling equipment or pool equipment be considered a nuisance, provided such equipment has been installed and is operating in accordance with the manufacturer's specifications. No building materials of any kind shall be placed or stored on a Building Lot until the Owner of such Building Lot or such Owner's builder is ready and able to commence construction.

4.12 Exterior Energy Devices. No energy production devices including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Building Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC.

4.13 Animals/Pets. No animals, birds, insects, pigeons, poultry, or livestock shall be kept on the Property except as expressly permitted herein. This Section shall not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other customary household pets, provided such animals are not kept, bred, or maintained for any commercial purpose and do not constitute a nuisance.

No animals shall be permitted to roam freely within the Subdivision. All animals shall be kept under control of the Owner at all times and shall be either: (i) confined within a fenced area or structure approved by the Architectural Control Committee ("ACC"); or (ii) restrained by leash when outside of a dwelling or enclosed area.

Chronic barking by dogs or other noise created by animals that disturbs other Owners shall be deemed a nuisance. Owners shall be responsible for the immediate removal and proper disposal of animal waste from any Common Area, roadway, pathway, or other portion of the Property not owned by such Owner.

Dog runs or other animal enclosures must receive prior written approval from the ACC, shall be appropriately screened from view, maintained in a sanitary condition, and shall comply with all setback and placement requirements established by the ACC or Architectural Guidelines.

Any violation of this Section by an Owner's animals, or by the animals of such Owner's tenants, guests, or invitees, shall be deemed a violation by the Owner and may be enforced by the Association in accordance with this Declaration, including the imposition of a Limited Assessment.

All animal containment shall comply with the fencing and enclosure requirements set forth in Section 4.14 of this Declaration.

4.14 Fencing; Animal Containment. All fencing and enclosures shall be subject to prior written approval of the Architectural Control Committee ("ACC") and shall comply with the Architectural Guidelines.

Any fencing, dog run, or other enclosure intended for the containment of animals must be specifically designed and approved for such purpose. The ACC may require that such enclosures:

- be of sufficient height, material, and construction to prevent escape;

- be located in side or rear yard areas only;
- be screened from view from adjacent Building Lots, streets, and Common Areas; and
- be maintained in a clean, safe, and sanitary condition at all times.

No invisible, electronic, or similar containment systems shall be deemed sufficient as the sole means of animal restraint unless expressly approved by the ACC.

All fencing and animal enclosures shall be maintained by the Owner in good condition and repair. Any fencing or enclosure that fails to adequately contain animals or becomes unsightly or unsafe shall be promptly repaired or replaced by the Owner.

4.15 Wildlife Feeding. No Owner shall feed wildlife within the Subdivision, except for customary bird feeders.

4.16 Common Infrastructure Protection. No Owner shall interfere with or damage any drainage system, pond, dry hydrant system, irrigation system, or other Common Area infrastructure.

4.17 Trade or Business. All Building Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto. Trade or business may be conducted in and from any Building Lot by an Owner or Occupant so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling on the Building Lot; (b) the business activity conforms to all zoning requirements; (c) no signs relating to said business activity are displayed where visible from any location within the Subdivision; (d) the business activity does not increase the liability or casualty insurance obligations or premiums of the Association; and (e) the business activity does not constitute a nuisance, hazardous, or offensive use, as may be determined in the sole discretion of the Board.

4.18 Leasing and Rentals Permitted; Owner Responsibility All Building Lots and Dwellings within the Subdivision may be leased or rented for residential purposes, including short-term or vacation rentals, without restriction on duration or frequency, subject to compliance with this Declaration, the Association Rules, and applicable law. All leases and rental arrangements, whether written or oral, shall require that tenants, occupants, guests, and invitees comply with this Declaration and the Association Rules at all times.

4.18.1 Owner Responsibility for Occupants. Each Owner shall be responsible for the conduct of all tenants, occupants, guests, and invitees using or occupying the Owner's Building Lot or Dwelling. Any violation of this Declaration or the Association Rules by such persons shall constitute a violation by the Owner.

4.18.2 Enforcement Against Owners and Occupants. The Association may enforce this Declaration and the Association Rules against both the Owner and the occupants of a Building Lot, including tenants and short-term renters, using any remedies available under this Declaration or applicable law. Without limiting the foregoing, the Association may impose fines or monetary penalties against the Owner, suspend privileges or use rights, require removal of occupants for repeated or material violations to the extent permitted by law, and take any other enforcement action authorized under this Declaration.

4.18.3 Rules Governing Rentals. The Association may adopt reasonable rules governing the use and occupancy of Building Lots by tenants and short-term renters, including occupancy limits, parking requirements, noise restrictions, trash management, use of Common Areas, and local contact or property management requirements. Such rules shall regulate conduct and use, but shall not prohibit or materially restrict the leasing or rental of Building Lots.

4.18.4 Compliance with Law. All leasing and rental activity shall comply with applicable federal, state, and local laws and regulations. Nothing in this Declaration shall be deemed to authorize any use prohibited by law.

4.18.5 Residential Use Clarification. The leasing or rental of a Dwelling, including short-term or vacation rentals, shall be deemed a residential use of the Building Lot and shall not be considered a commercial or business use for purposes of this Declaration.

4.18.6 Grantor Rights. Notwithstanding the foregoing, Grantor and its affiliates may use one or more Building Lots or Dwellings for model homes, marketing accommodations, or rental use in connection with the development and marketing of the Subdivision.

4.19 No Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are unsafe or hazardous to any Person or portion of the Property. Nothing shall be done or kept on the Property and/or on any Building Lot that will increase the rate of, or cancel, any insurance on any other portion of the Property. No blasting, mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth shall be allowed on the Property. The foregoing shall not prohibit exploratory drilling or coring necessary to construct Improvements.

4.20 Grading and Drainage. Builder is expressly responsible to ensure proper compaction, drainage, run-off, and detention within said Building Lot and may be required to accommodate drainage from adjacent Common Area in accordance with the grading and drainage plans for the Subdivision. Exposed gutters and downspouts shall be painted to match the surfaces to which they are attached, unless otherwise approved in writing by the ACC. The use of decorative copper gutters and downspouts is subject to the approval of the ACC. Exposed gutters and downspouts shall be painted to match the surfaces to which they are attached, unless otherwise approved in writing by the ACC.

4.21 Water Supply Systems. Each Owner is expressly responsible for installation and construction of a personal water supply system for the Building Lot, including domestic water use.

4.22 Sewage Disposal Systems. Each Owner is expressly responsible for installation of a septic system serving such Owner's Building Lot.

4.23 Driveway and Roadway Construction Requirements. All access driveways shall be constructed in accordance with the Architectural Guidelines.

4.24 Signs. No sign of any kind shall be displayed to the public view without the approval of the ACC except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) such signs identifying Gold Fork River Ranch Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the ACC may be displayed on or from the Common Areas; (3) one (1) commercially

manufactured sign of customary and reasonable dimensions as prescribed by the ACC as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease; (2) one (1) commercially manufactured signs of customary and reasonable dimensions as prescribed by the ACC in support of or in opposition to a candidate for office or a ballot measure, which may be displayed by an Owner during those periods of time as outlined in the Architectural Guidelines; and (5) any sign required by the County of Valley. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require ACC approval. No sign shall be placed on Common Area lots without the written approval of the ACC.

4.25 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.26 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Areas to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains 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 Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by Grantor, but this particular exception shall not apply to building(s) or structure(s) constructed by Grantor on a Building Lot owned by Grantor. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Valley County Recorder.

**Each Owner, by acceptance of a deed to a Building Lot, agrees that such Owner shall not object to or oppose any development of any portion of the Property, or other property owned or purchased by Grantor and annexed to the Property and made subject to this Declaration. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Persons.**

4.27 Adoption of Rules. The Association, through its Board of Directors, may adopt and amend from time to time Association Rules not inconsistent with this Declaration relating to the use of the Common Areas and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.

4.28 Pathways. The Property will contain certain pathways that are accessible by Owners and certain pathways that will be accessible by Owners and the general public. Each Owner acknowledges that members of the public may use identified pathways and that Grantor

and the Association (as applicable) will have access to maintain, operate, and repair such pathways, the use of which will be subject to Association Rules controlling access.

4.29 No Other Recordation. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Grantor's review and written consent, which consent may be withheld by Grantor in its sole and absolute discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Grantor. This section may not be amended without the written consent of Grantor. The rights contained in this section shall terminate upon the Class B Member Termination Date.

4.30 Governmental Approvals. All Lots shall be used and developed, and all construction shall be carried out thereon in accordance with all governmental approvals, including but not limited to the provisions of any permits and approvals issued by the Valley County.

4.31 Construction Site Requirements. Any and all site preparation, construction, and improvements placed on any of the Building Lots shall be constructed in accordance with all applicable safety codes, ordinances, and regulations, and all other statutes, codes, laws, ordinances, City approvals, and regulations applicable to the Building Lots or any improvements placed thereon. In addition to the foregoing:

Owners shall obtain all permits and approvals necessary for development and construction on the Building Lots and for payment of all sewer, water and utility hookup, or connection fees; building permit and inspection fees; and any Valley County, or other governmental fees, and all other fees associated with obtaining a building permit. Owner shall pay all architectural review fees required.

Owner shall be solely responsible for the cost and expense to repair any damage to streets, curbs, landscaping, fences, utility facilities, or any other subdivision improvements caused by Owner resulting from construction activities of Owner, or activities of any other agent, subcontractor, employee, or person acting on behalf of Owner.

Owner agrees to perform all work in a neat and workmanlike manner and shall not allow dirt, debris, or other waste material to remain on the Building Lots or to be scattered on other lots or in the streets. Owner will make adequate provisions to handle run off on surface waters in a manner that will not damage or deface streets or adjoining lots and will not drain into other lots or adjacent properties. Owner will at all times conduct its construction activities in a manner as to preserve lateral support for adjoining lots and properties. Owner agrees to regularly remove all excess excavation materials, trash, or debris resulting from Buyer's construction activities or anyone else's activities. Prior to removal of such materials, they shall be contained in an appropriate construction materials trash container. Owner shall adhere to all construction requirements and rules imposed by Grantor.

Owner agrees to indemnify and hold harmless Grantor, its members, officers, agents, and representatives from and against any and all claims, costs, damages, or losses incurred as a result of the condition of the Building Lots or the Building Lots' suitability for residential construction, Grantor's site preparation, and construction of improvements on the Building Lots, including, without limitation, claims resulting from surface or groundwater damage or any breach of the covenants contained in this Article IV.

## ARTICLE V: THE ASSOCIATION

5.1 Organization of The Association. The Association shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title in such Owner's Building Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 1 and no later than July 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and, after the Class B Member Termination Date, the presence of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. At any such meeting properly called, the presence of any Member shall constitute a quorum.

5.4 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.4.1 Class A Members. Owners other than Grantor (prior to the Class B Member Termination Date, as defined in Section 3.10 shall be known as "Class A Members." Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.4.2 Class B Member. Grantor shall be known as the "Class B Member," and shall be entitled to fifty (50) votes for each Building Lot owned by such Class B Member on the day of the vote. The Class B Member shall cease to be a voting Member in the Association on the Class B Member Termination Date. Grantor may assign and transfer its Class B Member

status and associated voting rights to a successor in title to any portion of the Property by means of a writing recorded in the records of Valley County, Idaho.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.5 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("**Board**") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Association may exercise any right or privilege given to the Association expressly by this Declaration and the Project Documents, or as reasonably implied from or reasonably necessary to effectuate any such right or privilege.

5.6 Power and Duties of the Association.

5.6.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration, each as may be amended; provided, however, that the Corporation shall not have the power to institute, defend, intervene in, settle, or compromise proceedings in the name of any Owner or Member except in instances involving the administration of Common Area administered and/or owned by the Corporation. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Areas and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

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

5.6.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws.

5.6.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager for the maintenance, repair, replacement and operation of any Common Area. The

Association and the members of the Association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.6.1.4 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.6.1.5 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.6.1.5.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and

5.6.1.5.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.6.1.5.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time. Notwithstanding the foregoing provisions of this Section 5.6.1.5, the Association may in no way grant or affect any licenses, easements, or rights-of-way in a manner that violates or is contrary to licenses, easements, or rights-of-way granted by or to any local government or municipal authority.

5.6.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.6.2.1 Operation and Maintenance of Common Areas. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Areas, including conduct of a reserve study for

private streets operated and/or maintained by the Association on at least a three-year basis.

5.6.2.2 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Areas or against the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.6.2.3 Water and Other Utilities. Acquire, provide and/or pay for necessary services for maintenance of the Common Areas, and to manage for the benefit of the Association all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.6.2.4 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.6.2.4.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Areas.

5.6.2.4.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage.

5.6.2.4.3 Such other insurance, including motor vehicle insurance and Worker's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.6.2.4.4 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to

the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

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

5.6.2.4.6 Each Owner may obtain insurance at such Owner's own expense providing coverage upon such Owner's Building Lot, such Owner's personal property, for such Owner's personal liability, and covering such other risks as such Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this article. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the owner of the Building Lot and/or the mortgagee in connection with such Building Lot.

5.6.2.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Valley County Recorder, as more fully provided herein.

5.7 Personal Liability. No Member of the Board, or member of any committee of the Association, including the ACC, or any officer of the Association, or Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, Grantor, any committee of the Association, the Board, the manager, if any, or any other representative or employee of the Association, Grantor, or any committee of the Association, or any officer of the Association, or manager, if any, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.8 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.8.1 Budget/Projected Operating Statement. A projected operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement projected for the ensuing fiscal year shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.8.2 Balance Sheet. Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year, and will deliver such Balance Sheet to each Owner within ninety (90) days after the end of each fiscal year.

5.8.3 Operating Statement. Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared an annual operating statement reflecting the income and expenditures of the Association. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8.4 Audit. The Corporation will provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Building Lot submits a written request for it; such holder, insurer or guarantor shall pay the reasonable cost of such audit. A copy of each audit shall be delivered to each Member within thirty (30) days after the completion of such audit.

5.9 Manager. The Association may employ or contract for the services of a professional manager or management company, provided that no such management or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association upon thirty (30) days' notice, with or without cause, and any payment of a termination fee may not exceed three months of the then current monthly management fee. The professional manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such a professional manager of any such duty, power or function so delegated by or on behalf of the Board.

5.10 Rules Regarding Inspections of Books and Records. 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 of the Association or by such Owner's duly appointed representatives, at any reasonable times designated by the Association and for purposes reasonably related to such Owner's interest as a member of the Association. No Owner or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Owner. The Board shall establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by the Person's desiring to make the inspection; (b) hours and days of the week when such inspection may be made; and (c) payment of the cost of re-producing copies of documents requested pursuant to this Article.

5.11 Variance Authority. The Board shall have the authority to grant one-time variances of otherwise applicable restrictions contained in this Declaration. If such variances are granted, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision covered by the granted variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of such Owner's Building Lot, including but not limited to zoning ordinances and Building Lot set-back lines or requirements imposed by any governmental or municipal authority.

#### 5.12 Sub-Associations.

5.12.1 Creation by Grantor. The Grantor may create Sub-Association(s) as non-profit corporations under the laws of the State of Idaho. The Grantor may, in the Grantor's

discretion, create a Sub-Association by means of a Supplemental Declaration, or create such a Sub-Association by means of separate instrument(s).

5.12.2 Management, Powers and Duties. Each Sub-Association shall be managed in the same manner specified in any applicable Supplemental Declaration or other instrument, and/or in the Articles and the Bylaws of the Sub-Association, and shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions, including levying assessments, adopting rules and regulations, granting easements, managing property, paying expenses, taxes, assessments, utility charges, consulting fees and insurance premiums as are provided for herein for the Association, except as modified herein or by a Supplemental Declaration or other instrument, as applicable. The Board, officers, managers, ACC, and the Grantor shall be free of personal liability as to a Sub-Association in the same manner as described herein with respect to the Association.

5.12.3 Membership. Where a Sub-Association is created, the Members thereof shall be all the Owners of Building Lots, including the Grantor, while the Grantor remains an Owner, in the respective Property designated in an applicable Supplemental Declaration or other instrument. Memberships may be transferred only in the same manner as provided for memberships in the Association.

5.12.4 Voting Rights. The Members of each Sub-Association shall have such voting rights as may be specified in an applicable Supplemental Declaration or other instrument and/or in the Articles and Bylaws of the Sub-Association.

## **ARTICLE VI: ARCHITECTURAL CONTROL**

6.1 ACC. In order to protect the quality and value of all homes built on the Property, and for the continued protection of the Owners thereof, an ACC, initially consisting of three (3) individuals appointed by Grantor, is hereby established. The ACC shall have exclusive jurisdiction over all original construction on any portion of the Property existing or annexed at a future date. Until one hundred percent (100%) of the Property has been developed and conveyed to Owners other than builders, Grantor retains the right to appoint all members of the ACC, who shall serve at Grantor's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Grantor. Initially the Grantor and ultimately the ACC shall have the power to promulgate the Architectural Guidelines relating to the planning, construction, alteration, modification, removal or destruction of the Improvements within the Property deemed necessary or desirable by the Grantor or the ACC, as the case may be, to carry out the purposes of this Declaration. The Architectural Guidelines shall be consistent with the provisions of this Declaration. The Architectural Guidelines may contain provisions not limited to architectural design, exterior finishes and colors, roofing materials, fences, landscaping, exterior lighting, mailboxes and the like. They may also include policies, procedures and rules, which in the discretion of the ACC are reasonable to maintain a quality subdivision and to protect property values. The Building Lot owner shall review and be familiar with the current Architectural Guidelines, copies of which are available from the Grantor.

6.2 Approval by Committee Required. No building, fence, wall, patio cover, window awning or other Improvement shall be commenced, erected, or maintained upon any Building Lot, Common Areas or other portion of the Property, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, location of the same, color, and such other detail as the ACC may require shall have been submitted to and approved in writing by the ACC. A single-family dwelling unit

or structure should take into consideration the Building Lot frontage and the potential for side-lot access for the garage, which side-lot garage access shall be encouraged where appropriate. In the event the ACC fails to approve or disapprove such plans, specifications and location within thirty (30) days after said plans and specifications have been submitted to it in such form as may be required by the ACC, in writing, such plans shall be deemed denied in accordance with the procedures set forth in the Architectural Guidelines.

6.3 ACC Representative. The ACC may appoint in writing one (1) of its members to act as its designated representative (the "**Committee Representative**"). The Committee Representative may be delegated all duties and obligations of the ACC. In the event a Committee Representative is appointed, it is intended that the ACC shall look to the Committee Representative to perform all functions of the ACC; provided, however, the ACC shall make all final determinations and decisions regarding all duties and obligations of the ACC. Any action or decision made by a majority of the members of the ACC shall be a binding decision of the entire ACC.

6.4 Review of Proposed Construction. The ACC shall consider and act upon any and all proposals of plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the ACC. The Board shall have the power to determine, by rule or their written designation consistent with this Declaration, which types of improvements shall be submitted to the ACC to review and approval. The ACC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

6.5 Conditions of Approval. The ACC may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same ("**Applicant**") to grant appropriate easements to an Association for the maintenance thereof, upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, any may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

6.6 Committee Rules. The ACC may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions.

6.7 ACC Fee Assessment. The ACC shall require a fee to accompany each application for approval of any plans and specifications for improvements to be constructed on a Building Lot, or additional factors which it will take into consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, as further set forth in the Architectural Guidelines. Such fees shall be used to defray the costs and expenses of the ACC or for such other purposes as established by the Board.

6.8 Detailed Plans. The ACC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, landscape plans, drainage plans, elevation drawings, colored renderings, and descriptions or samples of exterior material colors, as further specified in the Architectural Guidelines. Until receipt by the

ACC of any required plans and specifications, the ACC may postpone review of any plan submitted for approval.

6.9 Form of ACC Decisions. Decisions of the ACC and the reasons therefor shall be transmitted by the ACC to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the ACC. In the event no decision is provided within such time period, such applications shall be deemed denied in accordance with the procedures set forth in the Architectural Guidelines.

6.10 Meetings of the ACC; Voting. The ACC shall meet from time to time as necessary to perform its duties hereunder. Unless a ACC Representative is appointed in accordance with Section 6.3 hereof, the vote of any two (2) members of the ACC, or the written consent of any two (2) members of the ACC taken without a meeting, shall constitute an act of the committee.

6.11 No Waiver of Future Approvals. The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

6.12 Compensation of Members. The members of the ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

6.13 Inspection of Work. The ACC may require an inspection of work and if required, the inspection and correction of defects therein shall proceed as follows:

Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ACC.

Within sixty (60) days thereafter, the ACC or its duly authorized representative may inspect such improvement. If the ACC finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance with such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

6.14 Non-Liability of ACC Members. Neither the ACC nor any member thereof, nor its duly authorized ACC representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the ACC's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment, which would result in the immediate vicinity and to the Property generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

6.15 Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the ACC, and shall become effective upon recordation in the Office of the County Recorder of Valley County. If such variances are granted, no violation of the restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof, covered by the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and Building Lot set-back lines or requirements imposed by any governmental or municipal authority.

6.16 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or ACC, such offending Owner shall, at such Owner's own cost and expense, remove such Improvement AND restore the Building Lot to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the Building Lot, remove the violation, and restore the Building Lot to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Building Lot and collected as a Limited Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration and the Architectural Guidelines may be excluded by the Board from the Property. In such event, neither the Association, nor its officers, nor its directors shall be held liable to any Person for exercising the rights granted hereunder. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Declaration and the decisions of the ACC.

6.17 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the ACC.

## **ARTICLE VII: RIGHTS TO COMMON AREAS**

7.1 Use of Common Areas. Every Owner shall have a right to use each parcel of the Common Areas, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

The right of the Association holding or controlling the Common Areas to levy and increase Assessments;

The right of the Association to suspend the voting rights and rights to use of, except for the right of an Owner to ingress and egress to such Owner's Building Lot, or interest in, Common Areas by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid;

The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Areas shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded;

The right of the Association to prohibit the construction of structures or Improvements on the Common Areas;

The right of the Association to suspend any Member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any assessments against said Member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

The right of the Association to limit the number of Members permitted to use the Common Areas, or a portion thereof, at any one time; and

The right of the Association to publish reasonable rules and regulations governing the use of the Common Areas.

7.2 Designation of Common Areas. Grantor shall designate and reserve the Common Areas in this Declaration, and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws of the Association such Owner's right of enjoyment to the Common Areas, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot.

7.4 Damages. Each Owner shall be fully liable for any damage to any Common Areas which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

## **ARTICLE VIII: ASSESSMENTS**

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments and other charges made by the Association against such Owner pursuant to the provisions of this Declaration or other applicable instrument. All costs associated with private roads, irrigation systems, drainage systems, fire protection facilities (including ponds, tanks, and dry hydrants), and other shared infrastructure serving the Subdivision shall be deemed Common Expenses of the Association and shall be assessed to the Owners in accordance with this Declaration.

8.1.1 Assessment Constitutes Liens. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

8.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

8.2 Capitalization; Set-Up Fees; Transfer Fee; Utility and Service Fees. Upon the conveyance of record title to a Building Lot to the first Owner thereof other than Grantor or a builder acquiring a Building Lot solely for construction and resale in the ordinary course of business, the purchaser shall pay to the Association a one-time set-up fee contribution to working capital in the amount of \$1,500.00. (the "Set-Up Fee").

In addition to the Set-Up Fee, each Owner shall be responsible for the following fees associated with the initial development and ongoing operation of the Subdivision:

8.2.1 Irrigation Set-Up Fee. Each Building Lot shall be subject to a one-time irrigation set-up fee in the amount of \$2,500.00, payable to the Association at or prior to the time irrigation service is made available to such Lot.

8.2.2 Power Set-Up Fee. Each Building Lot shall be responsible for all costs associated with establishing electrical service, including any required set-up, hook-up, or connection fees charged by Idaho Power or any successor utility provider. Such costs shall be the sole responsibility of the Owner and shall not be considered a Common Expense unless otherwise determined by the Association.

8.2.3 Snow Removal and Street Maintenance Fee. Each Owner shall pay to the Association a snow removal fee in the initial amount of Two Hundred Dollars (\$200.00) per quarter, or such other amount as may be established by the Board from time to time, to cover the costs of snow removal services within the Subdivision. The snow removal fee shall be assessed as a Regular Assessment or as a separately stated common expense and shall be enforceable in the same manner as other assessments under this Declaration.

8.2.4 Upon each subsequent conveyance of record title to a Building Lot, the purchaser shall pay to the Association a transfer fee contribution in the amount of \$1,500. (the "Transfer Fee").

8.2.5 All fees described in this Section shall be due and payable at closing (for transfer-related fees) or as otherwise established by the Association, and shall be collected by the closing agent or directly by the Association, as applicable. Such fees shall be in addition to, and not in lieu of, any Regular or Special Assessments and shall not be considered an advance payment of assessments.

8.2.6 All fees payable to the Association under this Section shall constitute assessments secured by the lien rights of the Association under this Declaration.

8.2.7 Grantor shall be exempt from the Set-Up Fee, Transfer Fee, and snow removal fees. Builders acquiring Building Lots for construction and resale in the ordinary course of business shall be exempt from the Set-Up Fee but shall be responsible for snow removal fees and shall pay the Transfer Fee upon conveyance of a completed Dwelling to a third-party purchaser.

8.3 Exempt Property. The following property shall be exempt from payment of Regular and Special Assessments: (a) all Common Area; (b) any property dedicated to and accepted by any governmental authority or public utility; and (c) all Building Lots owned by Grantor (collectively, the “**Exempt Property**”).

8.4 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

8.4.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorney’s fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Areas, or other property of the Association that must be replaced and maintained on a regular basis (collectively “**Expenses**”).

8.4.2 Computation of Regular Assessments. The initial Regular Assessments charged by the Association shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per quarter. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association’s Regular Assessment (“**Initiation Date**”). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be adjusted by an amount which fairly reflects the fact that such period was less than one year.

8.4.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed by multiplying the Association’s total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

## 8.5 Special Assessments.

8.5.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Areas, attorney fees and/or litigation costs, other professional fees, or for any other reason, the

Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.5.2 Consistent Basis of Assessments. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

8.6 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for the Subdivision, which charges may include, but are not limited to: reimbursement for damage or waste caused by willful or negligent acts of an Owner, an Owner's guests, invitees, or occupants of the Owner's Building Lot; fees or charges levied against the Association as a result of the actions of an Owner, an Owner's guests, invitees, or occupants of the Owner's Building Lot; and insurance deductibles required to be paid by the Association in connection with claims made in connection with damage to Common Area..

8.6.1 Enforcement Requirements. Notwithstanding anything to the contrary contained in the Declaration, no Limited Assessments may be imposed upon an Owner for a violation of the terms of the Declaration by an Owner unless the following requirements are complied with by the Board: (i) A majority vote by the Board shall be required prior to imposing any Limited Assessment on an Owner for a violation of any covenants and restrictions pursuant to the rules and regulations of the Association; (ii) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (iii) In the event the Owner begins resolving the violation prior to the meeting, no Limited Assessment shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (iv) No portion of any Limited Assessment may be used to increase the remuneration of any member of the Board or an agent of the Board.

8.6.2 Fine for Violation. In addition to any damages actually incurred by the Association, including reasonable attorneys' fees, associated with addressing a violation of this Declaration or damage to Association property, including Common Area, the Board shall be entitled to impose a fine of \$25.00 per day or a maximum of \$5,000.00 total, as a Limited Assessment, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained in this Declaration, provided that the procedures in Section 8.6.1 are followed. At the Board's sole discretion, any such fine once levied may be subsequently removed on a case-by-case basis. Any monetary penalty imposed as provided herein shall be a Limited Assessment to which such Owner's Building Lot is subject, shall be in addition to any other Assessments levied by the Association pursuant to the provisions of this Declaration, and shall not be subject to any of the requirements, limitations or restrictions on the amount or uniformity of Assessments contained herein. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.7 Service Area Assessment. The Board may from time to time establish other Assessments, which may include a "Service Area Assessment" for services provided to particular Owners but which are not applicable to all Lots within the Subdivision. The terms of payment of such Service Area Assessments, including the amounts of such, shall be fixed by the Board from time to time and charged in accordance with the processes set forth in Section 8.10 below.

8.8 Uniform Rate of Assessments. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association. The foregoing shall not preclude a Regular or Special Assessment (if not charged as a Service Area Assessment) that applies only to particular Building Lots when such Building Lots exclusively benefit from a cost incurred by the Association, which costs shall be identified in a Supplemental Declaration annexing such Building Lots into the Subdivision.

8.9 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly or quarterly installments, as determined by the Board, as per Section 8.4.3 above.

8.10 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Limited Assessments are due and payable within ten (10) days after notice of the same was delivered unless a different due date is specified in such notice. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge in the amount of Fifty Dollars (\$50.00). In addition, each installment payment which is delinquent for more than thirty (30) days shall accrue interest at the highest rate allowed by applicable law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees in collecting the same, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

8.11 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 8.11 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge. The Association shall be authorized to charge its actual costs in preparing such estoppel certificate.

8.12 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in

connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

## **ARTICLE IX: ENFORCEMENT OF ASSESSMENTS; LIENS**

9.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to Section 9.4 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

### 9.2 Assessment Liens.

9.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Valley County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the \_ Valley County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Costs of Collection and Enforcement. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in the Declaration and agrees to the enforcement of all Assessments in the manner herein specified.

9.3.1 Late Payment. Any Regular, Special, or Limited Assessment not paid within ten (10) days after the due date shall incur a late payment and fees in accordance with Section 8.10 above. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or an action to foreclose the lien against such Building Lot in accordance with this Article.

9.3.2 Attorneys' Fees. In the event an attorney or attorneys are employed for the collection of any Regular, Special, or Limited Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of the Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this section to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.4 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

9.5 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Valley County Recorder.

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 9.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

9.7 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

## **ARTICLE X: EASEMENTS**

10.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Areas adjacent thereto or as between adjacent Building Lots due to the unwilful placement or settling or shifting of the Improvements. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 10.1.

10.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners and the Association to and from their respective Building Lots or Common Areas only as reasonably necessary for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots (consistent with Section 4.17 above), and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, by the Association, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for such purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Areas as set forth above.

10.3 Drainage, Irrigation and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities, irrigation and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

10.4 Improvement of Drainage, Irrigation and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage, irrigation or utility easement areas as shown on the Plat of Pine Creek Ranch Subdivision (all phases) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and Grantor, Association or designated entity with regard to the landscaping easement described in this Article X, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the ACC, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that

any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

10.5 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

10.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

Notwithstanding the foregoing provisions of this Article X, Grantor may in no way grant or affect any easements in a manner that violates or is contrary to easements granted by or to any local government or municipal authority.

## **ARTICLE XI: INTENTIONALLY DELETED**

## **ARTICLE XII: DAMAGE OR DESTRUCTION**

12.1 Damage to Common Area; Association as Attorney-in Fact. Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on Common Area. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner that may be necessary or appropriate to exercise the powers granted herein to the Association as attorney-in-fact. In the event of damage to Common Area, the Association shall endeavor to repair such damage and shall employ amounts received from insurance proceeds or Special Assessments in order to do so.

12.2 Damage Affecting Building Lots. In the event of damage or destruction to the Improvements located on any Building Lot, the Owner thereof shall promptly repair and reconstruct to the condition prior to such damage or destruction. If such repair or reconstruction

is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair or reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine in accordance with then-existing Association Rules and the procedures for Limited Assessments set forth herein. The Board shall be authorized to extend the foregoing timeframes for good cause, which may include circumstances beyond the Owners' control.

### **ARTICLE XIII: CONDEMNATION**

13.1 Consequences of Condemnation. If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

13.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

13.3 Apportionment. The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Building Lot basis. The appropriate Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Building Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Building Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other liens or in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

### **ARTICLE XIV: DISPUTE RESOLUTION**

14.1 Agreement to Avoid Litigation. All Owners agree to encourage the amicable resolution of disputes within the Property. Accordingly, all claims, grievances, or disputes by any Owner arising out of or relating to the interpretation, application, or enforcement of the Project Documents, or the rights, obligations, and duties of any Owner (collectively, the "**Claims**"), shall be subject to the provisions of this Article.

14.2 Mandatory Procedures. Any Owner having a Claim (a "**Claimant**") shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until Claimant has: first, made every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation; and, second, if the parties do not resolve the Claim through negotiation, Claimant shall submit the Claim to mediation. If the good-faith results of negotiation and mediation are unsatisfactory, either party shall then be authorized to seek any remedy at law or in equity.

14.3 Costs of Resolving Claims. The Owner shall bear all of its own costs incurred prior to and during the proceedings described herein, including fees of attorneys or other representatives. Each party shall share equally all charges in connection with mediator(s).

### **ARTICLE XV: MISCELLANEOUS**

15.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2060, unless amended as herein provided. After December 31, 2060, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Valley County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of Valley County, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

15.2 Amendment.

15.2.1 By Grantor. Until the Class B Member Termination Date, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amended" or an "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

15.2.2 By Owners. After the Class B Member Termination Date, and except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article XV, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than sixty-six percent (66%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Valley County Recorder. Any amendment to this Article XV shall require the vote or written consent of Members holding ninety percent (90%) of the voting power of the Association.

15.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

15.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

15.4 Annexation and Withdrawal of Property. Grantor may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval, or signature of any Person or the Association, elect to remove any portion of the Property from (or annex additional real property to) the jurisdiction of this Declaration. In the case of de-annexed property, such property shall be considered de-annexed upon a notice duly recorded in the Valley County Recorder's Office stating that such de-annexed property has been removed from the jurisdiction of this Declaration.

15.5 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section 15.5.

#### 15.6 Enforcement and Non-Waiver.

15.6.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot, or the Association, shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

15.6.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

15.6.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

15.6.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

15.6.5 Discretion of Board; Non-Waiver. The Board may use its sole discretion to determine whether to pursue a violation of the Project Documents. In evaluating such, the Board may determine that under the particular circumstances (a) the Association's position is not strong enough to justify taking action or any further action; (b) the specific provision in the Project Documents is or may be construed as inconsistent with applicable law; (c) the violation is not of such material nature to be objectionable to a reasonable person or otherwise justify expending Association resources to pursue; or (d) that enforcement is not in the Association's best interests based on reasonable criteria, including, but not limited to, expense or hardship. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

15.6.6 Attorneys' Fees. In the event any suit or other proceeding is instituted by the Association to enforce any of the Project Documents, the prevailing party in such proceeding shall recover its costs and expenses incurred in connection therewith, as well as such amount as the court may determine to be reasonable as attorneys' fees as trial and upon any appeal or petition for review thereof.

15.7 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

15.7.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

15.7.2 Restrictions Severable. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

15.7.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

15.7.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

15.7.5 Presumption. The Association and the ACC shall be entitled to a presumption of validity in connection with any interpretation of this Declaration by either body.

15.8 Use of Trade Name. Each Owner, by acceptance of a deed for such Owner's Building Lot, shall be deemed to acknowledge that "Gold Fork River Ranch" is or may become a service mark, trade name, and/or trademark of Grantor or its licensees, and to covenant that any such Owner shall not use the term "Gold Fork River Ranch" without the prior written permission of Grantor. Grantor grants to the Association a revocable, non-exclusive license to use the name "Gold Fork River Ranch" for the sole purpose of identifying the Association.

15.9 Successors and Assigns. All references herein to Grantor, Owners, the Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or person.

15.10 Mortgagees' Right to Satisfy Obligations of the Association. In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Common Areas, or in the event that the Association fails to pay premiums due on insurance policies required by this Declaration, the lapse of which would jeopardize a mortgagee's security in any Building Lot, such mortgagee may pay said premium after first having served five (5) days, written demand for such payment on the Association. In the event that the Association has allowed said insurance policies to lapse, any such mortgagee whose security in any Building Lot is jeopardized thereby may secure new comparable insurance coverage. In the event that such mortgagee makes payments allowed hereunder, it shall be entitled to prompt reimbursement from the Association.

15.11 Owners' Further Acknowledgments. By accepting a deed to any Building Lot(s) contained within the Property, each Owner acknowledges and agrees:

Owner has read and understands the Project Documents;

That natural light available to and views from a Building Lot can change over time due to, among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

That certain portions of the Subdivision, including trails, may be utilized by the general public;

That portions of the subdivision are near bodies of water. Owner acknowledges and accepts the inherent risk to themselves and their family members due to a Building Lot being near or directly adjacent to one or more bodies of water. Each Owner and/or Occupant is solely responsible for supervising themselves and any other Occupants, family members, guests, invitees, and/or pets within the Subdivision;

That bodies of water pose a potential hazard near and within the Property, and any risk related to the presence, use, or enjoyment of such bodies of water within the property is the sole responsibility of the Owner or occupant for themselves, other occupants, family members, guests, and invitees. No representations or warranties are made by the Association with regard to the condition of water in or near the Property. Without limitation, algae blooms may occur within such bodies of water that may cause physical injury or death. Children and pets should be supervised at all times. Any rules or hours of use of such bodies of water shall be set by the Association. Regular lifeguards shall not be on duty at any body of water, but if present each Owner or occupant shall still be responsible for themselves, family members, guests, invitees, and/or pets. Any such presence of a lifeguard should not be construed as a guarantee of life or safety;

That in order to receive approval to develop the Subdivision, the Grantor was required to obtain approval from local governments with jurisdiction, including Valley County, that through this process certain conditions of approval were attached to the Subdivision, and that Owner understands and will abide by all such conditions;

That Owner has accepted title to the Building Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes such Building Lot(s) "AS IS, WHERE IS," without any express or implied warranty from Grantor.

15.12 Conflicts Between Documents. In case of conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control. In case of conflict between this Declaration and the Architectural Guidelines, this Declaration shall control.

[end of text – signature on following page]



**EXHIBIT A**

Legal Description of Property

**[INSERT]**

After Recording  
Return to:

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**FOR RECORDING INFORMATION**

**DECLARATION OF UTILITIES FOR GOLD FORK RIVER RANCH SUBDIVISION  
VALLEY COUNTY, IDAHO**

THIS DECLARATION OF UTILITIES FOR GOLD FORK RIVER RANCH SUBDIVISION (“**Declaration**”) is made on \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”), by Gold Fork River Ranch LLC, an Idaho limited liability company (“**Declarant**”).

WHEREAS, Declarant is the owner of certain real property located in Valley County, Idaho, more particularly known as “Gold Fork River Ranch Subdivision” (the “**Subdivision**”), according to the plat thereof, filed in Book \_\_\_\_ of Plats at Page \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_, in the Official Records of Valley County, Idaho, as Instrument No. \_\_\_\_\_ (the “**Plat**”).

WHEREAS, the purpose of this declaration is to describe the current status of the various utilities (collectively, the “**Utilities**”) that are or have been constructed and installed in the Subdivision.

**NOW, THEREFORE**, Declarant hereby states and declares as follows:

**1. Sewage Disposal.** Sewage disposal for each lot in the Subdivision (each, a “**Lot**”) shall be supplied by means of individual septic systems, in accordance with Central District Health requirements, applicable Valley County Ordinances and other applicable restrictions. The individual owners of each Lot (each, an “**Owner**”) shall be responsible for the installation of said septic systems on each Lot.

**2. Potable Water.** Potable water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of each Owner.

**3. Electrical.** Installation of electrical power shall be stubbed to each Lot in the Subdivision by Declarant. Declarant has contracted with and paid Idaho Power Company for necessary equipment and installation. Each Owner shall be responsible to extend electrical power to the building site on their respective Lot.

**4. Fiber.** Per Valley County, Idaho, requirements, conduit has been installed for future optics. The line for fiber optics is in a joint trench with the electrical conduit.

**5. Fire Protection Pond and Irrigation Use.** Fire protection ponds (the “**Fire Pond**”) have been constructed within the Subdivision, as depicted on the Plat, for the purpose of providing a water source for fire suppression and for use in connection with a pressurized irrigation system serving the Subdivision. The Fire Pond and all related improvements, including any pumps, lines, controls, access improvements, and appurtenances associated with fire protection or irrigation (collectively, the “**Fire Pond System**”), shall be operated, maintained, repaired, and replaced by the homeowners association for the Subdivision (the “**Association**”).

in accordance with the Declaration of Protective Covenants, Conditions, Restrictions and Easements recorded against the Subdivision (the “**CC&Rs**”).

All costs associated with the Fire Pond System shall be assessed to and paid by the Owners through the Association as common expenses pursuant to the CC&Rs.

Use of the Fire Pond System shall be subject to the rules and regulations of the Association, provided that fire protection use shall have priority over irrigation use in the event of any conflict or limited capacity. The Association may adopt reasonable rules regulating irrigation use, including seasonal, volume-based, or priority limitations, to preserve the availability of the Fire Pond for fire protection purposes.

**6. Relationship to Declaration of CC&Rs; Control and Enforcement.** The utilities, systems, and facilities described in this Declaration, including without limitation the Fire Pond and associated irrigation infrastructure (collectively, the “**Utility Systems**”), are intended to be owned, operated, maintained, and regulated in accordance with the CC&Rs.

Without limiting the foregoing:

(a) **Authority of Association.** The Association shall have the exclusive authority to operate, maintain, repair, replace, and regulate the use of the Utility Systems, including the adoption of rules and regulations governing such use.

(b) **Assessment and Cost Allocation.** All costs associated with the Utility Systems shall be assessed to and collected from the Owners as common expenses pursuant to the CC&Rs, and such assessments shall be enforceable in the manner provided therein.

(c) **Control in Event of Conflict.** In the event of any conflict between this Declaration and the CC&Rs, the CC&Rs shall control with respect to operation, maintenance, use restrictions, cost allocation, enforcement, and assessment authority, provided that this Declaration shall control with respect to the identification and general description of the Utility Systems unless expressly modified by the CC&Rs.

(d) **Binding Effect.** All Owners are subject to the CC&Rs, including all provisions relating to the Utility Systems, and such provisions shall be enforceable in accordance with the CC&Rs

(e) **Supplemental Nature.** This Declaration is intended to supplement, and not replace, the CC&Rs. The rights and obligations set forth herein shall be interpreted consistently with the CC&Rs to the fullest extent possible.

**7. Responsibility for Construction.** Responsibility for the costs of construction of the aforesaid Utilities rests with Declarant (or with the Owner of the Lot, in the case of the septic systems and/or wells). VALLEY COUNTY HAS NO RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, OR OPERATION OF ANY OF THE AFORESAID UTILITIES.

**8. Status And Completion Utilities.** The Utilities described herein have been installed or substantially completed as of the Effective Date. Declarant makes no ongoing representation or warranty regarding future performance, adequacy, or capacity of such Utilities.

**9. Covenants Running With the Land.** This Declaration shall run with the land and shall be binding upon and inure to the benefit of Declarant and all present and future

Owners of Lots within the Subdivision and their respective successors and assigns.

**10. No Third-Party Reliance.** The obligations set forth herein are intended to be self-executing among the Owners and the Association and shall not be dependent upon discretionary determinations of any third party, including any fire protection district.

**11. Utility and Access Easements.** A non-exclusive easement is hereby reserved and granted over, across, and under the Subdivision as reasonably necessary for the location, operation, and maintenance of the Utility Systems described in this Declaration, including access to the Fire Pond for fire suppression and maintenance purposes. Such easement shall benefit the Lots and any applicable utility providers and the Association.

**12. Mandatory Participation.** Each Lot within the Subdivision is and shall be deemed to be benefited by the Utility Systems, including the Irrigation System and Fire Pond, regardless of actual use.

No Owner may waive or otherwise avoid responsibility for any portion of the costs associated with the Utility Systems by non-use, partial use, or abandonment. All such costs shall be assessed as common expenses pursuant to this Declaration and the CC&Rs and shall be binding upon all Owners.

**[end of text; signatures to follow]**



After Recording  
Return to:

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**FOR RECORDING INFORMATION**

**DECLARATION OF PRIVATE ROADS FOR GOLD FORK RIVER RANCH SUBDIVISION  
VALLEY COUNTY, IDAHO**

THIS DECLARATION OF PRIVATE ROADS FOR GOLD FORK RIVER RANCH SUBDIVISION (“**Declaration**”) is made on \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”), by Gold Fork River Ranch LLC, an Idaho limited liability company (“**Declarant**”).

WHEREAS, Declarant is the owner of certain real property located in Valley County, Idaho, more particularly known as “Gold Fork River Ranch” (the “**Subdivision**”), according to the plat thereof, filed in Book \_\_\_\_ of Plats at Page \_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_, in the Official Records of Valley County, Idaho, as Instrument No. \_\_\_\_\_ (the “**Plat**”).

WHEREAS, access to each of the lots within the Subdivision (each, a “**Lot**”) will be taken via a private roads called “Gold Fork Loop” (“**Private Road**”), as depicted on the Plat.

WHEREAS, the Subdivision is subject to that certain Master Declaration of Covenants, Conditions, and Restrictions for Gold Fork River Ranch Subdivision, recorded in the Official Records of Valley County, Idaho, on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ (the “**Master Declaration**”).

WHEREAS, Declarant shall convey the real property containing the Private Road to an owners’ association, and upon which conveyance, such association shall accept the same.

WHEREAS, as required by the Valley County Land Use and Development Ordinance, concurrently, with the recordation of this Declaration, Declarant shall also cause to be recorded in Valley County, Idaho, that certain Declaration of Private Road Maintenance Duties and Obligations for Gold Fork River Ranch Subdivision (the “**Road Maintenance Declaration**”), which Road Maintenance Declaration shall provide for the maintenance, repair, and replacement of the Private Road.

**NOW, THEREFORE**, Declarant hereby states and declares as follows:

**1. Private Road.** Subject to the terms, conditions, and reservation of rights contained in this Declaration, the Private Road is hereby declared, designated, dedicated, and reserved as a Private Road for the benefit of the Subdivision. Valley County, Idaho, shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair, or replacement of the Private Roads.

**2. Perpetual Right of Ingress and Egress.** Subject to the terms and conditions of this Declaration, Declarant expressly reserves and dedicates the Private Road for the perpetual use of the owners of the Lots in the Subdivision (each, an “**Owner**”), and for the use of Declarant, and each Owner’s and Declarant’s invitees, licensees, tenants, agents, and guests (“**Permittees**”).

**3. Maintenance of Private Road.** Each Owner shall be jointly responsible for the cost of maintenance and repair of the Private Road, which such responsibility further described and set forth in the Master Declaration.

**4. Easement for Ingress, Egress, and Access.** A non-exclusive, perpetual easement for ingress, egress, and access (the “**Access Easement**”) is hereby created over, across, and along the Private Road, as depicted on the Plat, for the benefit of all Lots within the Subdivision. The Access Easement shall include the right of vehicular and pedestrian travel and shall extend to each Owner and such Owner’s invitees, licensees, tenants, agents, and guests.

The Access Easement shall be appurtenant to each Lot and shall run with the land. The Private Road shall be burdened by, and each Lot shall be benefited by, the Access Easement.

Use of the Access Easement shall be subject to reasonable rules and regulations adopted by the Association, provided that such rules do not materially impair access to any Lot. The Association shall have the authority to regulate use of the Private Road consistent with the Master Declaration.

**5. Association Control; Rules and Regulation of Use.** The homeowners association established pursuant to the Master Declaration (the “Association”) shall have the authority to regulate, manage, and control the use of the Private Road, consistent with the terms of this Declaration and the Master Declaration.

Without limiting the foregoing:

(a) Rulemaking Authority. The Association may adopt, amend, and enforce reasonable rules and regulations governing the use of the Private Road, including without limitation rules addressing speed limits, parking restrictions, seasonal use limitations, weight restrictions, and protection of road surfaces.

(b) Enforcement. The Association shall have the right to enforce such rules and regulations in accordance with the Master Declaration, including the imposition of fines or other remedies authorized therein.

(c) No Material Impairment. Rules and regulations adopted by the Association shall not materially impair the right of ingress and egress to any Lot.

(d) Consistency with Master Declaration. All rules and regulations adopted by the Association shall be consistent with the Master Declaration.

**6. Binding; Runs with the Land.** This Declaration, and the rights and duties memorialized herein, shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Lots within the Subdivision.

**7. Amendment.** Declarant expressly reserves unto itself, and to its designated successors and assigns, the right to unilaterally amend this Declaration at any time and for any purpose, regardless of whether Declarant then owns any Lot or other part or portion of the Subdivision; provided, however, that no amendment to this Declaration shall materially affect the use of the Private Road by the Owners and/or by any other beneficiary entitled to use the Private Road for purposes of ingress and egress.

**8. Dedications.** Nothing in this Declaration shall, or shall be deemed to, constitute

a gift or dedication of any portion of the Subdivision to the general public or for the benefit of the general public or for any public purpose whatsoever, other than as may be expressed herein, it being the intention that this Declaration shall be strictly limited to and for the purposes expressed herein; provided, however, Declarant reserves unto itself, its successors and assigns, the right to dedicate the Private Road, in whole or in part, as public right-of-way at any time, which dedication shall be subject to its acceptance by a public agency or other entity having jurisdiction over public rights-of-way. In the event of such dedication and acceptance, this Declaration shall terminate and shall be of no further force or effect on the Property.

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

**10. Non-Exclusive.** The rights declared herein to use the Private Road are not exclusive. Declarant and its successors and assigns shall have the right to use the Private Road for all purposes; provided, however, that use of the Private Road by Declarant and its successors and assigns shall not unreasonably interfere with use of the Private Road as provided herein.

**11. Indemnities.** Each Owner shall be responsible for any damage to the Private Road caused by such Owner or such Owner's Permittees and shall indemnify and hold harmless the other Owners and the Association from any claims arising out of such use, except to the extent caused by the negligence or willful misconduct of the party seeking indemnification.

**12. Compliance with Law** Use of the Private Road shall comply in all respects with all applicable federal, state, and local statutes, law, ordinances, codes, regulations, and rules.

**13. Provisions Severable.** The terms and provisions of this Declaration are declared to be severable. If any term or provision of this Declaration is determined by a court of competent jurisdiction to be, to any extent, illegal, invalid, or unenforceable, such term or provision shall be stricken to the extent of such illegality, invalidity, or unenforceability; all other terms and provisions hereof shall remain in full force and effect; and, to the extent permitted and reasonably possible, the term or provision deemed illegal, invalid, or unenforceable shall be replaced by a term or provision that is legal, valid, and enforceable, and that comes closest to accomplishing the intent of the term or provision deemed to be illegal, invalid, or unenforceable.

**14. Recitals Incorporated.** Each of the recitals, above, expresses Declarant's intent in executing and recording this Declaration; accordingly, by this reference, the recitals are incorporated herein and made a part hereof.

**15. Exhibits Incorporated.** By this reference, each of the attached Exhibits is incorporated herein and made a part hereof.

**16. No Merger.** There shall be no merger or extinguishment of this Declaration with the fee simple estate of any real property or any interest in any real property by reason of the fact that the same person or entity may acquire, own, or hold, whether directly or indirectly, the entire fee simple estate of both properties.

**17. Damage to Private Road; Cost Allocation.** Each Owner shall be responsible for any damage to the Private Road caused by such Owner or such Owner's invitees, licensees, tenants, agents, contractors, or guests (collectively, "Permittees"), including without limitation

damage resulting from construction activities, delivery vehicles, heavy equipment, or misuse of the Private Road.

If the Association determines that damage to the Private Road is attributable to a particular Owner or such Owner's Permittees, the Association may, after reasonable notice and an opportunity to be heard, assess the cost of repair, restoration, or replacement of the damaged portion of the Private Road solely against such Owner. Such costs shall be a special assessment enforceable in the same manner as other assessments under the Master Declaration.

In the event that damage to the Private Road is caused by multiple Owners or their respective Permittees, and the Association cannot reasonably allocate responsibility among them, the cost of repair shall be treated as a common expense and assessed among all Owners in accordance with the Master Declaration.

The Association may adopt reasonable rules and requirements to prevent damage to the Private Road, including without limitation requirements for construction access routes, temporary protections, bonding or deposits for construction activities, and limitations on vehicle weight or use during certain conditions.

**[end of text; signatures to follow]**



**EXHIBIT A**  
**Plat of Gold Fork River Ranch Subdivision No. 1**

[insert]

# Valley County Road and Bridge

PO Box 672 • 520 South Front Street  
Cascade, ID 83611-1350



Phone (208) 382-7195  
roaddept@co.valley.id.us

Tuesday, June 24, 2025

Rob Pair, E. I.T.  
Crestline Engineers  
323 Deinhard Lane, Suite C  
McCall, ID 83638

Subject: Gold Fork River Ranch Phase 1 - Approval of Grading and Drainage and Stormwater Reports

Dear Mr. Pair,

I am pleased to inform you that the Valley County Road and Bridge Department has confirmed the review of your revised grading and drainage plans and stormwater report originally submittal dated June 6, 2025, for the Gold Fork River Ranch, located near the intersection of Koskella Road and Davis Creek Lane. After a thorough evaluation of the proposed plans and supporting documentation, we have granted our approval for the revised Drainage and Stormwater documentation. During the review process, the following factors were carefully considered:

- Compliance with county regulations and standards
- Adequate drainage and stormwater management
- Traffic flow and road safety measures
- Other pertinent engineering assessments

You have successfully addressed those private and public road standards comments and requirements from our previous reviews, ensuring that the project aligns with the county's goals for sustainable and responsible development.

Please proceed with the next steps in the development process as outlined in our county policies. We kindly ask that you keep us updated on your progress and notify us of any significant changes to the approved design. Additionally, remember to obtain any necessary permits prior to initiating construction and the development is subject to approval of the development agreement.

If you have any questions or require further assistance, please do not hesitate to reach out to my office at 208-382-7195 or email below.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Coonce".

**Dan Coonce**  
Public Works Engineer  
Valley County, Idaho  
dcoonce@valleycountyid.gov

# **GOLD FORK RIVER RANCH**

## **WILDLAND URBAN INTERFACE FIRE PROTECTION PLAN**

(from Valley County Code 10-7-1)

### **10-7-1: PURPOSE:**

*Valley County's community wildfire protection plan acknowledges that wildfire hazard areas exist throughout the county. Therefore, wildfire mitigation actions are prudent to enable safe habitation in these fire environments. The Valley County fire working group recommends that a requirement for the development and approval of a wildland urban interface fire protection plan be added as an addendum to the Valley County subdivision regulations ordinance. The existence of said plan will assist the Valley County planning and zoning commission and the structural fire districts in satisfying the current subdivision regulation, subsection 10-3-2-6D7 of this title. (Ord. 10-07, 8-26-2010)*

### **10-7-2: DEFINITIONS:**

*APPROVED: Refers to approval as the result of review, inspection or tests by reason of accepted principles.*

*ASPECT: Generally, refers to the direction to which a mountain slope faces. For example: A slope that faces the sun in the afternoon has a westerly aspect or is a west facing slope.*

*DEFENSIBLE SPACE: Refers to that area between a building and an oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and to provide an opportunity for firefighters to effectively defend the building.*

*FORESTED: Idaho Code title 38, chapter 1 (Idaho forestry act) defines "forestland" as meaning "any land which has upon it sufficient brush or flammable forest growth of any kind or size, living or dead, standing or down, including debris or growth following a fire or removal of forest products, to constitute a fire menace to life (including animal) or property".*

*FUEL BREAK: An area, strategically located for fighting anticipated wildfires, where the vegetation has been modified or removed so that fires burning into it can be more easily controlled. Fuel breaks may divide fire prone areas into smaller areas for easier fire control and to provide access for firefighting.*

*PROFESSIONAL: Can include qualified professional forester, fire ecologist, or comparable experience. Professionals can be prequalified by the commission or recommended by the Valley County fire working group and kept on record at the planning and zoning office.*

*PROFESSIONAL FORESTER: An individual holding at least a Bachelor of Science degree in forestry from an accredited four (4) year institution. (This is consistent with Idaho state tax commission rule 960 of the Idaho administrative code, Idaho state tax commission, PDAPA 35.01.03, section 04.)*

*SLOPE: The variation of terrain from the horizontal; the number of feet of rise or fall per one hundred feet (100') measured horizontally, expressed as a percentage.*

*STRUCTURE: That which is built or constructed, an edifice or building of any kind or any piece of work artificially built up or composed or parts joined together in some manner.*

*VALLEY COUNTY FIRE WORKING GROUP: This group is given charter by the Valley County board of commissioners and is tasked with oversight of the community wildfire protection plan. This group is represented by local fire departments, SITPA, public land managers (USFS, IDL, BOR), bureau of homeland security, West Central Highlands RC&D, Valley County Natural Resource Consultants, etc.*

*WILDFIRE: An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.*

*WILDLAND URBAN INTERFACE AREA: That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels. (Ord. 10-07, 8-26-2010)*

### **10-7-3: BASIS FOR RECOMMENDATION:**

*Valley County adopted the 2006 international fire code, which references the international wildland urban interface when dealing with wildlands. The following addendum's structure set out in section 10-7-4 of this chapter is based on the 2006 wildland urban interface area requirements section 405. (Ord. 10-07, 8-26-2010)*

### **10-7-4: SUBMISSION REQUIREMENTS:**

*A. General: All developers of proposed subdivisions shall provide a wildland urban interface fire protection plan (the plan) for review and approval by the planning and zoning commission with their preliminary plat application or planned unit development submittal.*

*B. Content: The plan shall be based upon a site-specific wildfire risk assessment that includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, fire protection systems and equipment, defensible space, and vegetation management.*

*1. Preparation: The plan shall be developed by a "professional" (see definition in section 10-7-2 of this chapter). Professionals can be prequalified by the commission and a list will be maintained at the Valley County planning and zoning office.*

*2. Format: The plan shall consist of two (2) sections:*

*a. Wildfire Risk Assessment: This portion of the plan includes a map and narrative describing the status of the land to be developed. At a minimum, the following must be included:*

#### **1. Topographic map. Use blank map format included on the last page.**

Refer to Exhibit 2 - Existing Conditions with Preliminary Site Plan.

#### **2. Site description including discussion of slope(s), aspect(s), and significant topographic features.**

Gold Fork River Ranch is located in Valley County, Idaho, Parcel No.'s RP16N03E255310 and RP16N03E254804 in Section 25, Township 16 North, Range 3 East. The property is currently a partially unfinished development and lies approximately 3 miles south of Donnelly along Davis Creek Lane and Koskella Road and is 160.88 acres. Irrigated crop land is located to the south of the parcel, commercial and light industrial (The CAT Rental Store), (Knife River Company), and (Gestrin Well Drilling) land is located to the west, rural residential/agricultural land is located to the north and east of the parcel. See Figure 1, Vicinity Map.

The natural topography is relatively flat, sloping slightly from the east to the west with slopes that do not exceed two (2%) percent, with the exception of the northwestern corner of the property.

**3. Narrative describing existing vegetation and fuel hazards, distribution, and continuity.**

Based upon review of aerial imagery, it was determined that this site has less than twenty (20%) percent of “forested” lands. The majority of existing vegetation is natural grasses and shrubbery used for cattle grazing and farming operations. There are existing landscaping berms scattered across the property. Additionally, a small pocket of timber exists in the northwestern portion of the property.

**4. Fire history, including historical occurrence, causes, typical wind and climatic conditions which influence fire behavior.**

Available fire history records for this area indicate that there has been a low occurrence of human or lightning caused fire ignition in the past.

Weather patterns in Valley County during the summer months produce thunderstorms that have the potential to ignite wildfires. The average summer temperature (June 20 through September 14) is 70 degrees, and the average for July is 78 degrees. Increased summertime thunderstorms, warm temperatures, low humidity, and winds from the south/southwest create an ideal situation for the ignition of a fire from natural or human caused events. The rapid changes of weather conditions in the summer and fall months could create fire behavior that increases the risks of homeowners and firefighters.

**5. Existing roads and bridges, including a description of widths, grade percentages and weight limits.**

There is currently no existing roads or bridges located on the project site. Koskella Road is adjacent to the proposed project site to the west, and Davis Creek Lane to the south.

**6. Location of existing structures and an estimate of the proposed density, types and sizes of planned structures.**

There is currently a barn, shop, house, and outbuildings located on the project site. The proposed density at full build-out for Gold Fork River Ranch would allow for up to sixty-nine (69) single-family residential lots. Community/open space areas have been proposed with access between the lots from the main road. Additionally, there are proposed recreational easements located around the existing/proposed ponds with access from the main road.

**7. Infrastructure that may affect wildland fire risk (i.e., existing power lines, railroad lines, propane tanks, etc.).**

There is currently no infrastructure or utilities on the parcel that would increase fire risk. There are residences and commercial offices on adjoining parcels to the north and west.

**8. Description of existing features that may assist in controlling a wildfire (i.e., fuel breaks, water sources, etc.).**

Dipping and/or drafting from Cascade Reservoir could be an option for water supply (approximately 1 mile air distance).

**9. Current structural and wildland fire jurisdictional agencies.**

Gold Fork River Ranch is located within the Donnelly Rural Fire Protection District (DRFPD) and wildfire suppression for timbered lands is provided by Southern Idaho Timber Protective Agency (SITPA).

**10. Effect of proposed development on current wildland fire risk within the development area and to adjacent landowners.**

Wildland fire risk imposed by the development includes individual property owners with potential for human caused fire ignition.

*b. Wildfire Risk Mitigation: This portion of the plan includes a map(s) and narrative detailing planned wildfire hazard mitigation actions to be taken by the developer prior to individual lot development to mitigate risks to life and property from wildland fire. Specific items to be addressed include:*

**1. Access - planned ingress and egress routes.**

Gold Fork River Ranch includes two (2) ingress and egress routes at full build-out. One access point will be connected to Davis Creek Lane on the south and Plant Road on the west. All roadways are anticipated to be built with a paved surface and will be constructed to *Valley County Minimum Standards for Private Road Design and Construction*. All roadways are proposed to be twenty-four (24') feet wide with two (2') foot shoulders with slight modifications for entrance islands. Refer to Exhibits 3-8 for further details.

**2. Water supply for structural and wildland fire response.**

Gold Fork River Ranch will include four (4) fire hydrants supplied by a shared pressurized irrigation system supplied by non-potable irrigation water from the existing/proposed ponds. The dry fire hydrants will be constructed to meet the requirements of DRFPD's fire flow requirements.

**3. Estimated response time and distances for jurisdictional fire agencies.**

The development is located within District 3 of the DRFPD and the estimated response time is ten (10) minutes. SITPA response time for wildland fires is approximately thirty (30) to forty-five (45) minutes. Additional wildfire resources from federal agencies are available upon request.

**4. Planned internal fire protection systems and/or equipment, including buried tanks, wells, hydrants, drylines, etc., along with protective measures for systems and/or equipment.**

Gold Fork River Ranch will be constructed to meet DRFPD's fire flow requirements with the use of four (4) fire hydrants supplied by a shared pressurized irrigation system supplied by non-potable irrigation water from the existing/proposed ponds. The fire hydrants will be located along the edge of the right-of-way to protect from potential damages by vehicles.

**5. Proposed infrastructure, including bridge standards, road widths, grades, signage, aboveground/belowground power lines, etc.**

As described above, the development will utilize two (2) ingress/egress routes. Due to the natural topography being relatively flat, road grades are not anticipated to exceed two (2%)

percent. Appropriate road signage will be installed and should be clearly visible at each intersection and all residences will have their address number posted in accordance with Valley County standards.

Power infrastructure has not been designed, but it is anticipated that it will be installed underground.

It is suggested that builders use building materials that are fire resistant and are recommended by the International Fire Code and Valley County Building Department.

## **6. Safety zone locations.**

It is suggested that defensible space be designed to reduce fuel loads around homes and implemented before construction within the proposed subdivision. There are three zones that successfully create defensible space around homes according to Firewise programs; the immediate zone (0-5 feet), intermediate zone (5-30 feet) and the extended zone (30-100 feet). Below are some suggestions to create a defensible space for each zone.

### **Immediate Zone (0 to 5 Feet)**

- All plant debris should be removed from around the residence.
- Use non-combustible mulch such as stones and rock around the home, instead of mulch or wood chippings.
- Trim branches that overhang the home, porch and deck while pruning the lower branches of larger trees at least six (6') feet from the ground.
- Keep leaf litter and pine needles off of the roof and remove branches within 10 feet of the chimney.
- Use ignition resistant building materials on exterior walls.
- Use non-flammable fencing materials.
- Keep the gutters clean of leaf debris that is collected in gutters (annually).

### **Intermediate Zone (5 to 30 Feet)**

- Keep vegetation clear around propane tanks.
- Keep grasses mowed to four inches.
- Irrigate lawns and trees to prevent them from becoming dry.
- Remove vegetation under trees to prevent fire from reaching tree crowns.
- Trees should have a minimum of ten (10') to eighteen (18') feet between crowns, this spacing should increase as slope increases.
- Remove ladder fuel by pruning the lower branches of trees to minimize the risk of any fires reaching the crowns.
- Create fuel breaks such as pathways.

### **Extended Zone (30 to 100 Feet)**

- Remove piles of ground litter/debris, dead plants, and tree materials.
- Remove vegetation around out-buildings.
- Remove small conifers growing between mature trees.
- Space all trees to have a minimum of six (6') to ten (10') feet between the crowns, this spacing should increase as slope increases.
- Remove ladder fuel by pruning the lower branches of trees to minimize the risk of any fires reaching the crowns.

**7. *Planned live and dead fuel treatment actions, including modification through thinning, pruning, piling, chipping, and fuel break construction; and removal through commercial harvest, chipping and hauling or prescribed burning.***

Prior to road construction and during site grading, fuel reduction should be followed to remove all woody ground fuels, slash piles and any other hazards. Dead and dying debris should also be removed and existing trees should be limbed where appropriate.

**8. *Long term maintenance schedule to sustain fuel treatment effectiveness.***

Gold Fork River Ranch will develop a Firewise Plan that will address the long-term fire protection maintenance plan and schedule that will be included in the CCRs. Below is a list of some of the potential considerations for the long-term plan:

- Create a buffer around adjacent parcels that are more densely forested.
- Use native and fire-resistant plants for landscaping where appropriate. Promote native species such as Ponderosa pine, Western Larch, and Douglas Fir.
- Create and maintain the three zones of defensible space for homes.
- No open slash/debris fires without a burn permit during the closed burn season (May 10 to October 20).
- Vegetation zones within the 100-foot zone of each structure will be reduced annually.
- Yearly removal of woody debris on the ground throughout the development. This can be done on-site by piling and burning at approval times or the debris can also be taken to the Valley County transfer site on Spink Lane.
  - No open slash/debris fires are allowed during the closed burn season without a burn permit (May 10 through October 20). If a burn pile is performed, accommodations should be taken to prevent the fire from escaping the structure.
- Keep vegetation and tree branches cut back along the roads to allow access for firefighting equipment.
- Meet periodically with DRFPD and SITPA to review trends and projections for future fire risk and fire risk reduction capabilities.

**9. *Analysis of the overall change in wildland fire risk within the development and to adjacent landowners once the planned mitigation actions are implemented.***

Gold Fork River Ranch does not present a large wildland fire risk in relation to the existing conditions/vegetation on-site, however development of this project into a community worthy of a *Firewise Communities USA* designation is an overall goal.

**3. *Submittal, Implementation and Verification:***

- a. *The plan shall be submitted with the preliminary plat application to the Valley County planning and zoning office.*
- b. *Planned mitigation work must be completed or financially guaranteed prior to the recordation of the final plat. A schedule for the phased completion of mitigation work may be approved in conjunction with recordation of final plats.*
- c. *Verification of completed implementation of mitigation actions will be the responsibility of the jurisdictional structural fire district. Where no structural fire district exists, the Valley County sheriff shall appoint a county representative.*

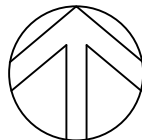
**4. *Exceptions: Proposed administrative plats of less than five (5) lots and proposed subdivisions with lands less than twenty percent (20%) "forested" (see definition in section 10-7-2 of this chapter) are exempt from the professional requirement. For proposed subdivisions fitting***

*these descriptions, the developer may complete the plan (see the fire protection form). The plan for an administrative plat can be approved by the administrator upon receiving an approval letter from the fire district.*

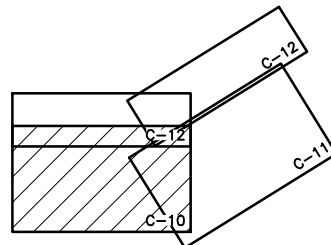
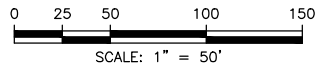
*5. Cost: The cost and implementation of the plan preparation shall be the responsibility of the applicant.*

*6. Plan Retention: The approved plan shall be retained at the Valley County planning and zoning office and the jurisdictional fire district or designated agency where no fire district exists. (Ord. 10-07, 8-26-2010)*

*Use additional pages as necessary. If you have map already constructed, it may be used instead.*

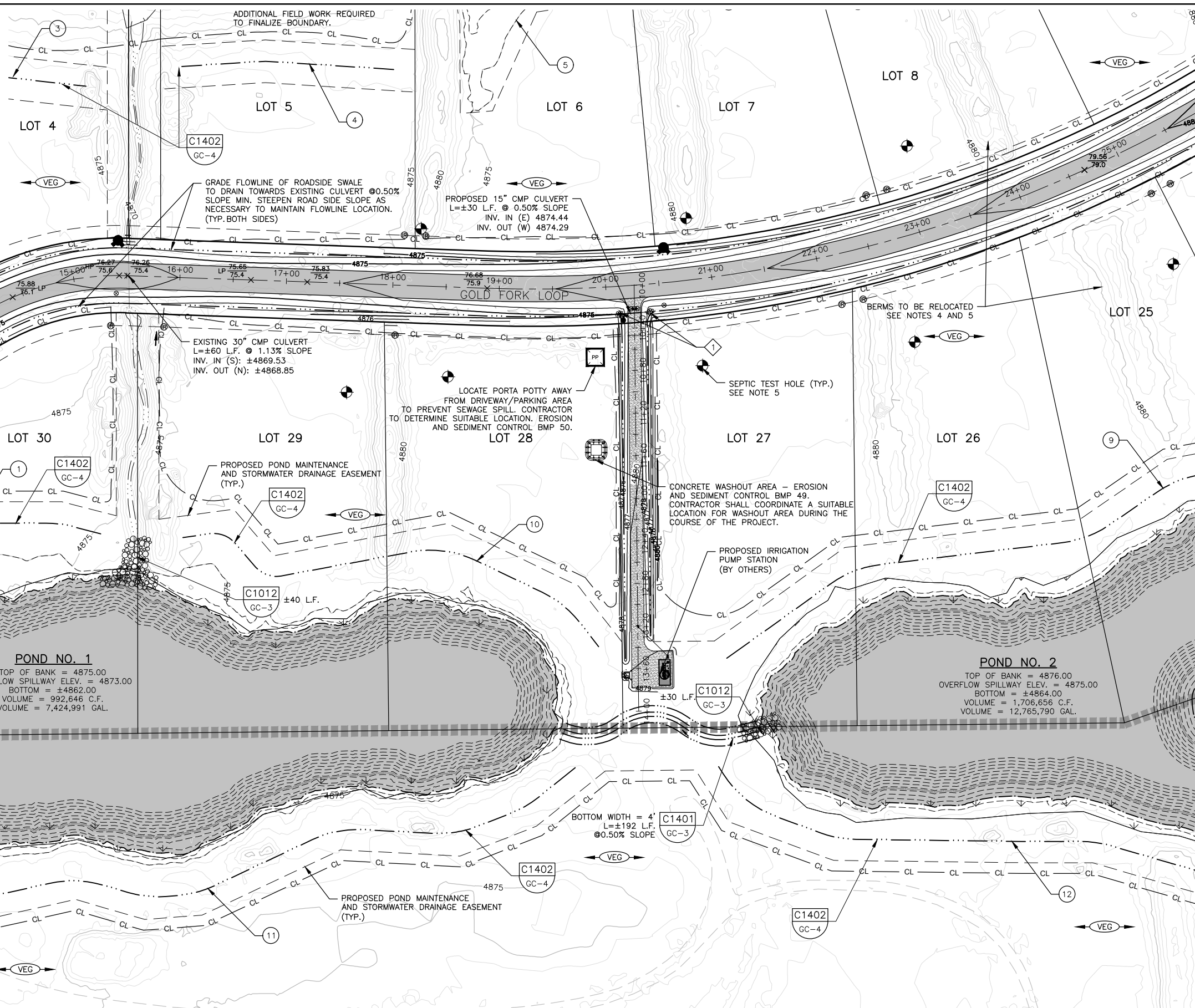


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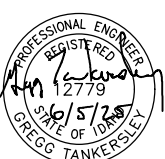
CIVIL KEY PLAN

- NOTES:**
- SEE DRAWING NO. G-2, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.
  - REFER TO DRAWING NO. C-12, SHEET 14 FOR STORMWATER DETENTION TABLE.
  - POND NO. 1 AND POND NO. 2 ARE EXISTING AND ARE NOT AS-BUILT. SOME POND INFORMATION IS ASSUMED AND BASED ON PREVIOUS DESIGNS.
  - EXISTING LANDSCAPE BERMS THAT ARE LOCATED IN THE CENTER OF A LOT SHALL BE RELOCATED TO A SHARED LOT LINE.
  - CONTRACTOR TO MAINTAIN THE SEPTIC DRAINFIELD AND REPLACEMENT AREA FREE OF VEHICULAR TRAFFIC, LIVESTOCK, AND OTHER ACTIVITIES THAT COULD CONTRIBUTE TO THE COMPACTION OF THE SOIL IN THESE AREAS. STAY MIN. 75' FROM TEST HOLE LOCATION.
  - CULVERT LENGTHS INCLUDE METAL END SECTIONS. CONTRACTOR TO ADJUST PIPE LENGTHS TO ACCOUNT FOR METAL END SECTIONS



- KEY NOTES:**
- INSTALL STORM PIPE/CULVERT INLET/OUTLET PROTECTION PER CIVIL TYPICAL DETAIL C1230/GC-4. SEE NOTE 6.
  - INSTALL EARTH CHECK DAM WITH OVERFLOW 1' ABOVE ROADSIDE SWALE FLOWLINE. CONSTRUCT OVERFLOW WITH 2' MIN. TOP WIDTH AND 2:1 SLOPES TO FINISHED GRADE.

NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY FINAL ENGINEERING SUBMITTAL	RFP	5/2/2025	GTT
2.	REVISED PER VALLEY COUNTY ENGINEER REVIEW COMMENTS.	RFP	6/5/2025	DRAWN
				CHECKED
				GTT
				APPROVED
				GTT



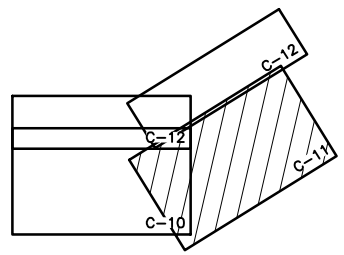
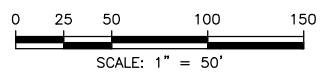
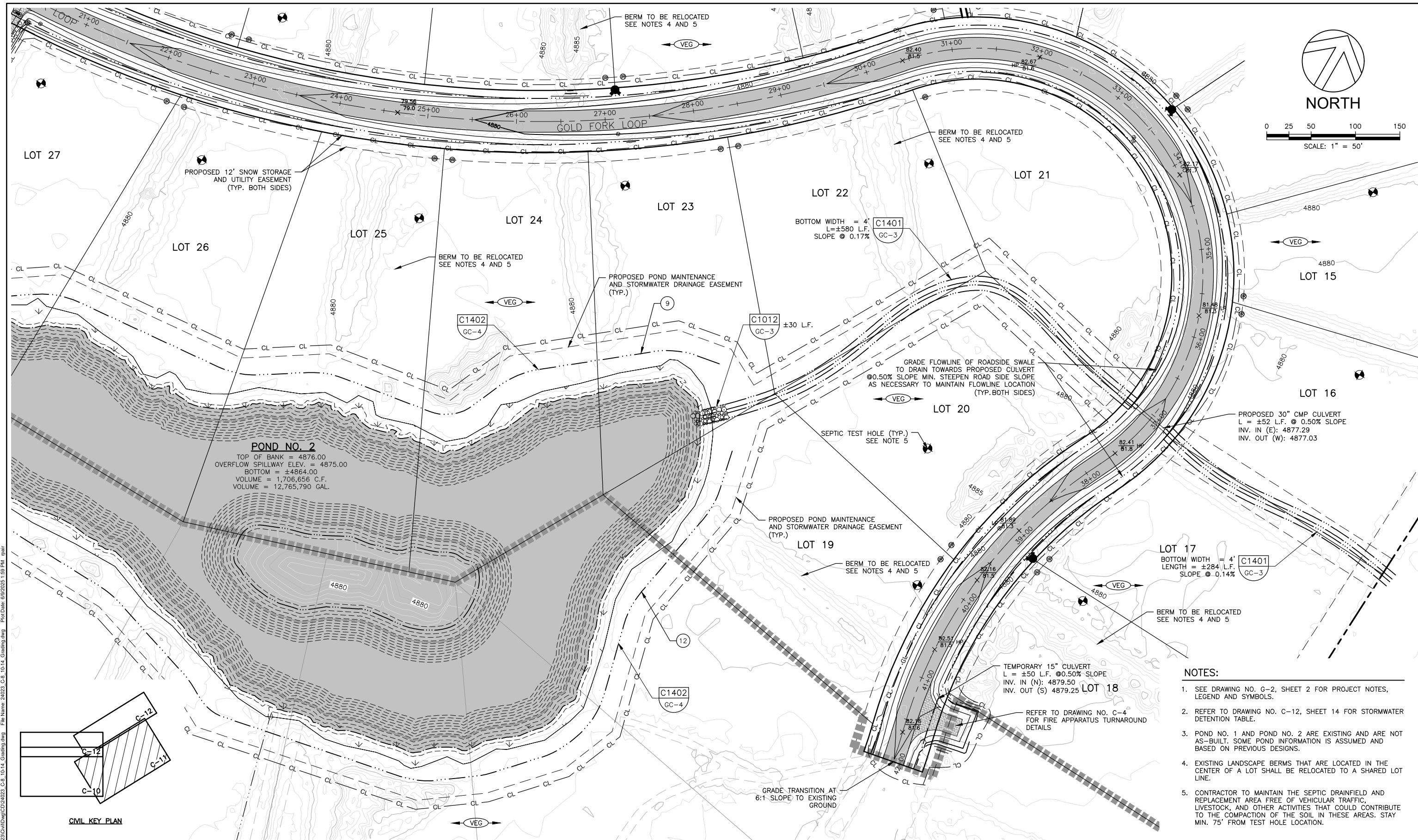
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**GOLD FORK RIVER RANCH - PHASE 1**  
 DONNELLY, IDAHO  
 ROAD, IRRIGATION, GRADING, DRAINAGE, AND STORMWATER IMPROVEMENTS  
 GRADING, DRAINAGE, AND STORMWATER MANAGEMENT PLAN - 1

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	24023
DATE	5/2/2025
DRAWING NO.	C-10
SHEET NO.	12 OF 22

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- NOTES:**
- SEE DRAWING NO. G-2, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.
  - REFER TO DRAWING NO. C-12, SHEET 14 FOR STORMWATER DETENTION TABLE.
  - POND NO. 1 AND POND NO. 2 ARE EXISTING AND ARE NOT AS-BUILT. SOME POND INFORMATION IS ASSUMED AND BASED ON PREVIOUS DESIGNS.
  - EXISTING LANDSCAPE BERMS THAT ARE LOCATED IN THE CENTER OF A LOT SHALL BE RELOCATED TO A SHARED LOT LINE.
  - CONTRACTOR TO MAINTAIN THE SEPTIC DRAINFIELD AND REPLACEMENT AREA FREE OF VEHICULAR TRAFFIC, LIVESTOCK, AND OTHER ACTIVITIES THAT COULD CONTRIBUTE TO THE COMPACTION OF THE SOIL IN THESE AREAS. STAY MIN. 75' FROM TEST HOLE LOCATION.

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1.	VALLEY COUNTY FINAL ENGINEERING SUBMITTAL.	rfp	5/2/2025	GTT
2.	REVISED PER VALLEY COUNTY ENGINEER REVIEW COMMENTS.	rfp	6/5/2025	DRAWN
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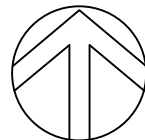
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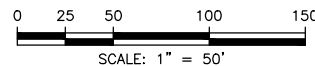
**GOLD FORK RIVER RANCH - PHASE 1**  
 DONNELLY, IDAHO  
 ROAD, IRRIGATION, GRADING, DRAINAGE, AND STORMWATER IMPROVEMENTS  
 GRADING, DRAINAGE, AND STORMWATER MANAGEMENT PLAN - 2

VERIFY SCALE	
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PROJECT	24023
DATE	5/2/2025
DRAWING NO.	SHEET NO.
C-11	13 OF 22

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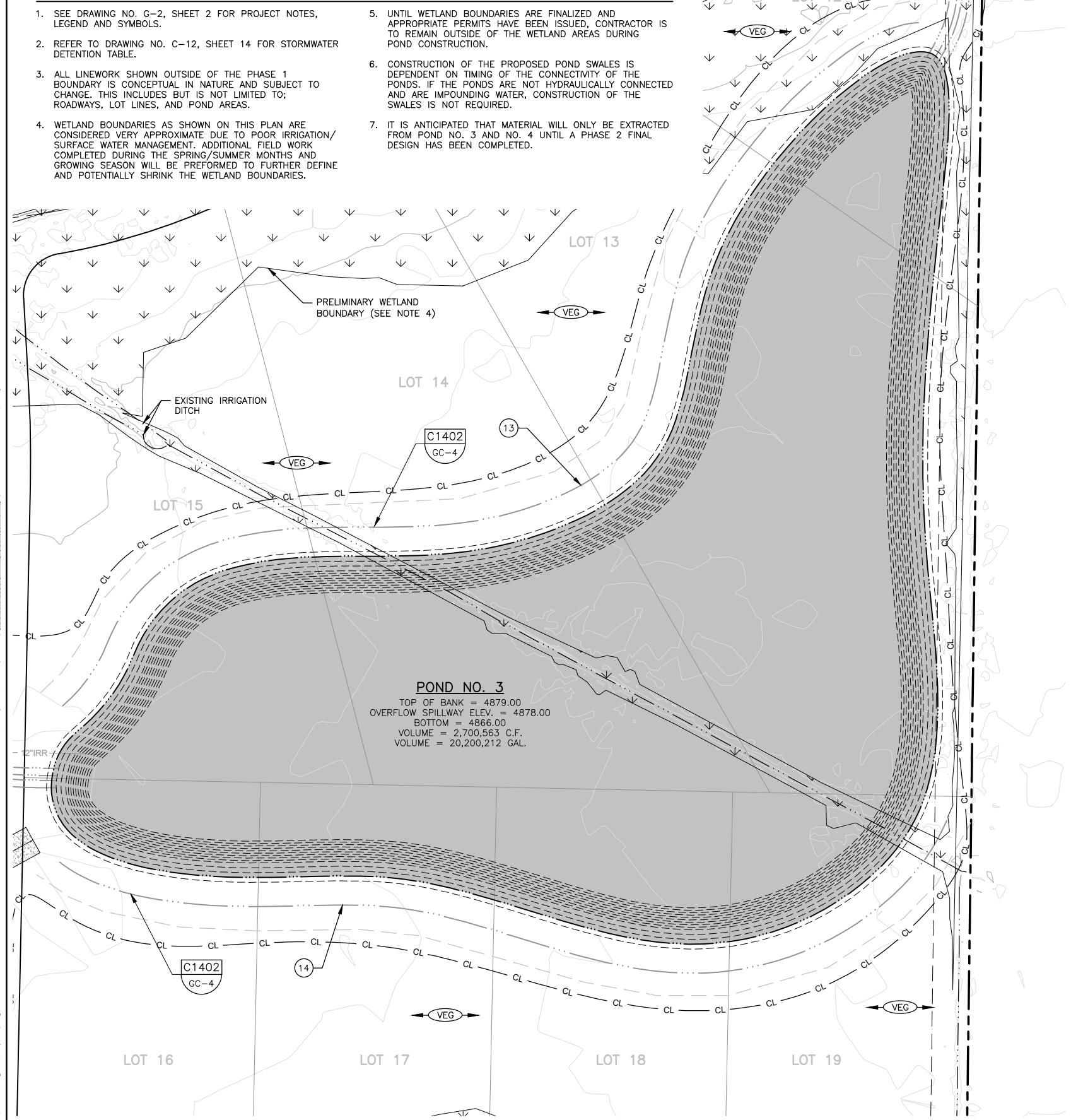
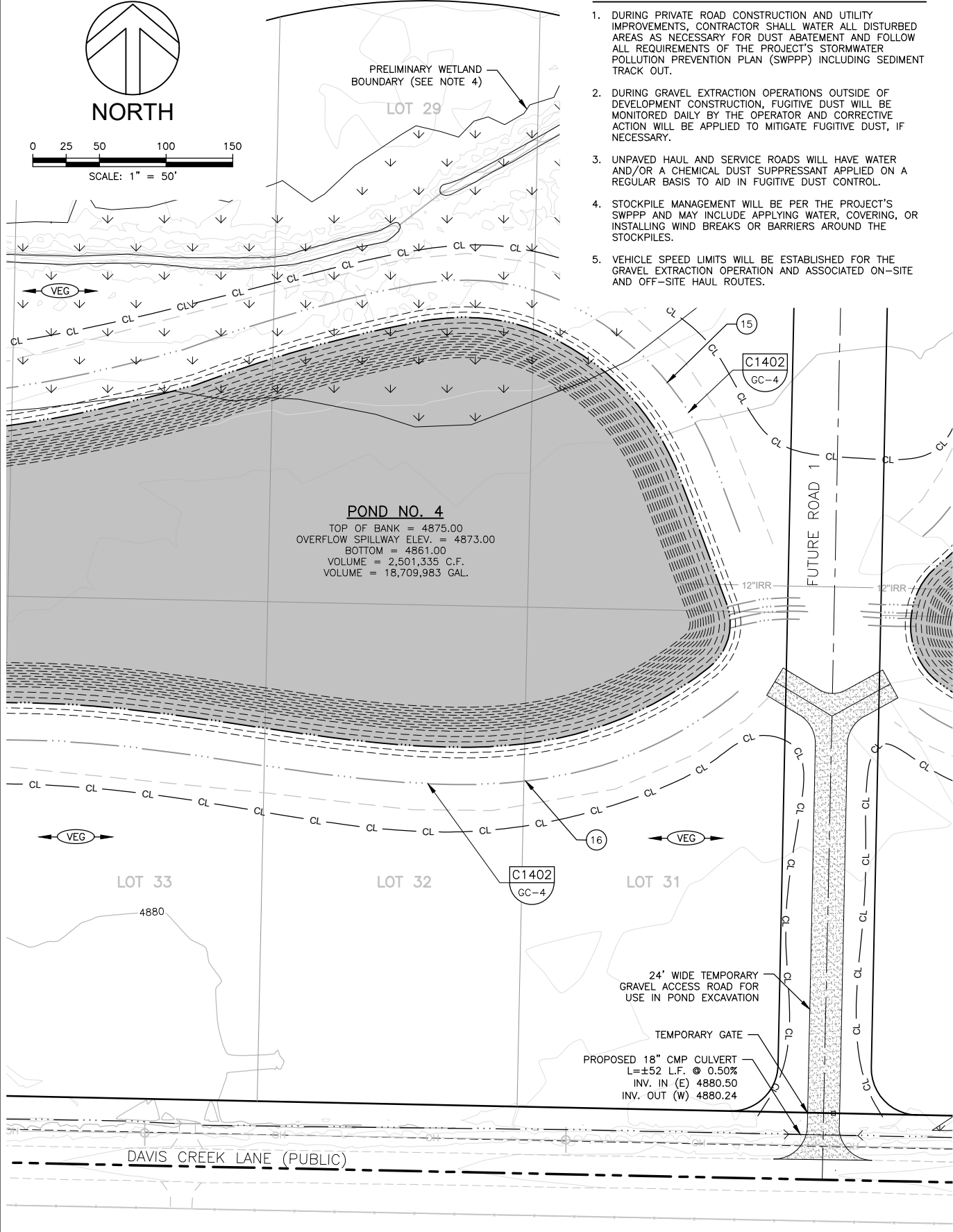


**DUST CONTROL NOTES:**

1. DURING PRIVATE ROAD CONSTRUCTION AND UTILITY IMPROVEMENTS, CONTRACTOR SHALL WATER ALL DISTURBED AREAS AS NECESSARY FOR DUST ABATEMENT AND FOLLOW ALL REQUIREMENTS OF THE PROJECT'S STORMWATER POLLUTION PREVENTION PLAN (SWPPP) INCLUDING SEDIMENT TRACK OUT.
2. DURING GRAVEL EXTRACTION OPERATIONS OUTSIDE OF DEVELOPMENT CONSTRUCTION, FUGITIVE DUST WILL BE MONITORED DAILY BY THE OPERATOR AND CORRECTIVE ACTION WILL BE APPLIED TO MITIGATE FUGITIVE DUST, IF NECESSARY.
3. UNPAVED HAUL AND SERVICE ROADS WILL HAVE WATER AND/OR A CHEMICAL DUST SUPPRESSANT APPLIED ON A REGULAR BASIS TO AID IN FUGITIVE DUST CONTROL.
4. STOCKPILE MANAGEMENT WILL BE PER THE PROJECT'S SWPPP AND MAY INCLUDE APPLYING WATER, COVERING, OR INSTALLING WIND BREAKS OR BARRIERS AROUND THE STOCKPILES.
5. VEHICLE SPEED LIMITS WILL BE ESTABLISHED FOR THE GRAVEL EXTRACTION OPERATION AND ASSOCIATED ON-SITE AND OFF-SITE HAUL ROUTES.

**NOTES:**

1. SEE DRAWING NO. G-2, SHEET 2 FOR PROJECT NOTES, LEGEND AND SYMBOLS.
2. REFER TO DRAWING NO. C-12, SHEET 14 FOR STORMWATER DETENTION TABLE.
3. ALL LINEWORK SHOWN OUTSIDE OF THE PHASE 1 BOUNDARY IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. THIS INCLUDES BUT IS NOT LIMITED TO; ROADWAYS, LOT LINES, AND POND AREAS.
4. WETLAND BOUNDARIES AS SHOWN ON THIS PLAN ARE CONSIDERED VERY APPROXIMATE DUE TO POOR IRRIGATION/SURFACE WATER MANAGEMENT. ADDITIONAL FIELD WORK COMPLETED DURING THE SPRING/SUMMER MONTHS AND GROWING SEASON WILL BE PERFORMED TO FURTHER DEFINE AND POTENTIALLY SHRINK THE WETLAND BOUNDARIES.
5. UNTIL WETLAND BOUNDARIES ARE FINALIZED AND APPROPRIATE PERMITS HAVE BEEN ISSUED, CONTRACTOR IS TO REMAIN OUTSIDE OF THE WETLAND AREAS DURING POND CONSTRUCTION.
6. CONSTRUCTION OF THE PROPOSED POND SWALES IS DEPENDENT ON TIMING OF THE CONNECTIVITY OF THE PONDS. IF THE PONDS ARE NOT HYDRAULICALLY CONNECTED AND ARE IMPOUNDING WATER, CONSTRUCTION OF THE SWALES IS NOT REQUIRED.
7. IT IS ANTICIPATED THAT MATERIAL WILL ONLY BE EXTRACTED FROM POND NO. 3 AND NO. 4 UNTIL A PHASE 2 FINAL DESIGN HAS BEEN COMPLETED.



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NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY FINAL ENGINEERING SUBMITTAL	RFP	5/2/2025	RFP
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				CHECKED
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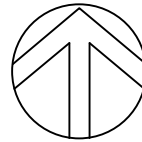


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**GOLD FORK RIVER RANCH - PHASE 1**  
 DONNELLY, IDAHO  
 ROAD, IRRIGATION, GRADING, DRAINAGE, AND STORMWATER IMPROVEMENTS  
 POND EXCAVATION, GRADING AND STORMWATER MANAGEMENT PLAN - 1

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	24023
DATE	5/2/2025
DRAWING NO.	SHEET NO.
C-13	15 OF 22



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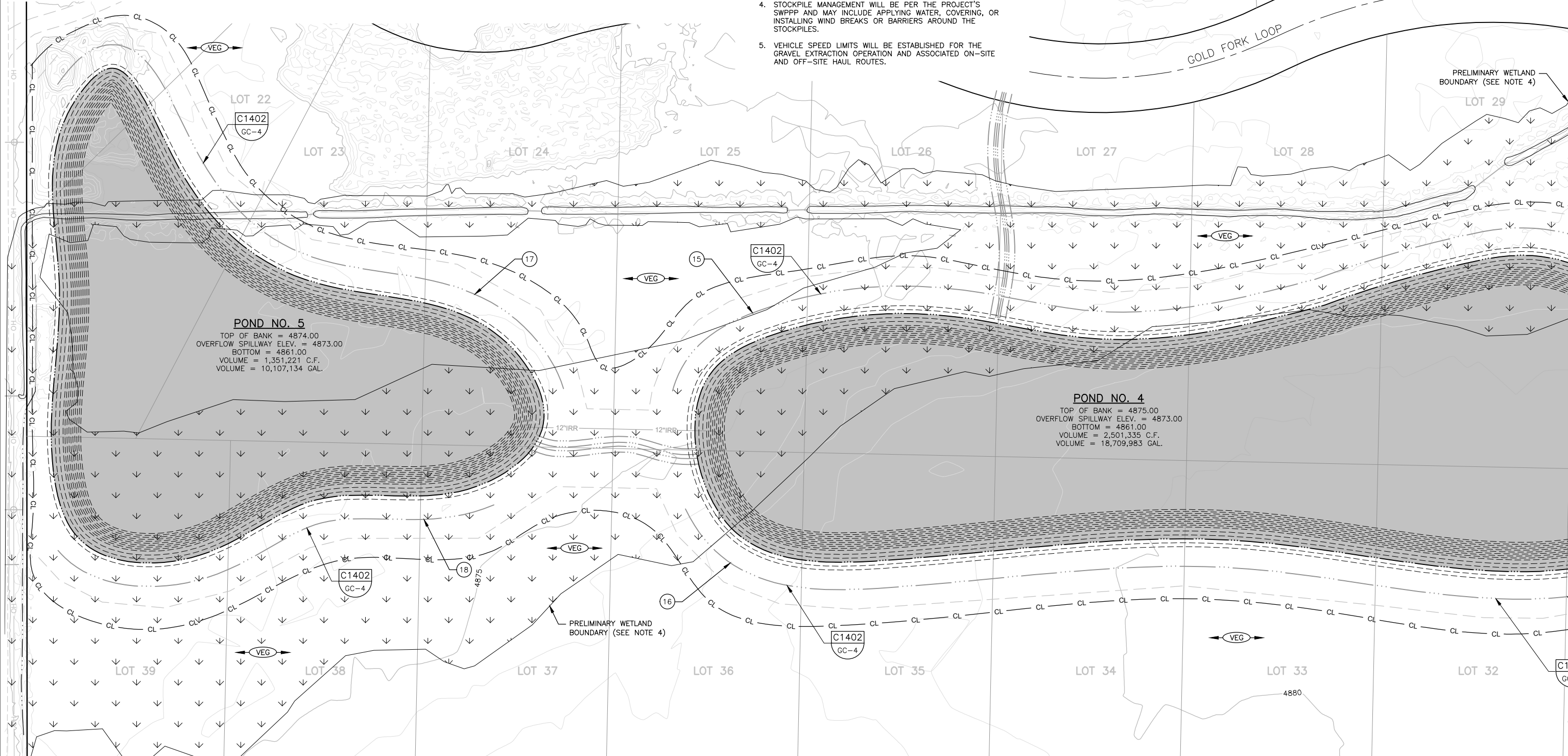
SCALE: 1" = 50'

NOTES:

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- REFER TO DRAWING NO. C-12, SHEET 14 FOR STORMWATER DETENTION TABLE.
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DUST CONTROL NOTES:

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- VEHICLE SPEED LIMITS WILL BE ESTABLISHED FOR THE GRAVEL EXTRACTION OPERATION AND ASSOCIATED ON-SITE AND OFF-SITE HAUL ROUTES.



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NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY FINAL ENGINEERING SUBMITTAL	RFP	5/2/2025	RFP
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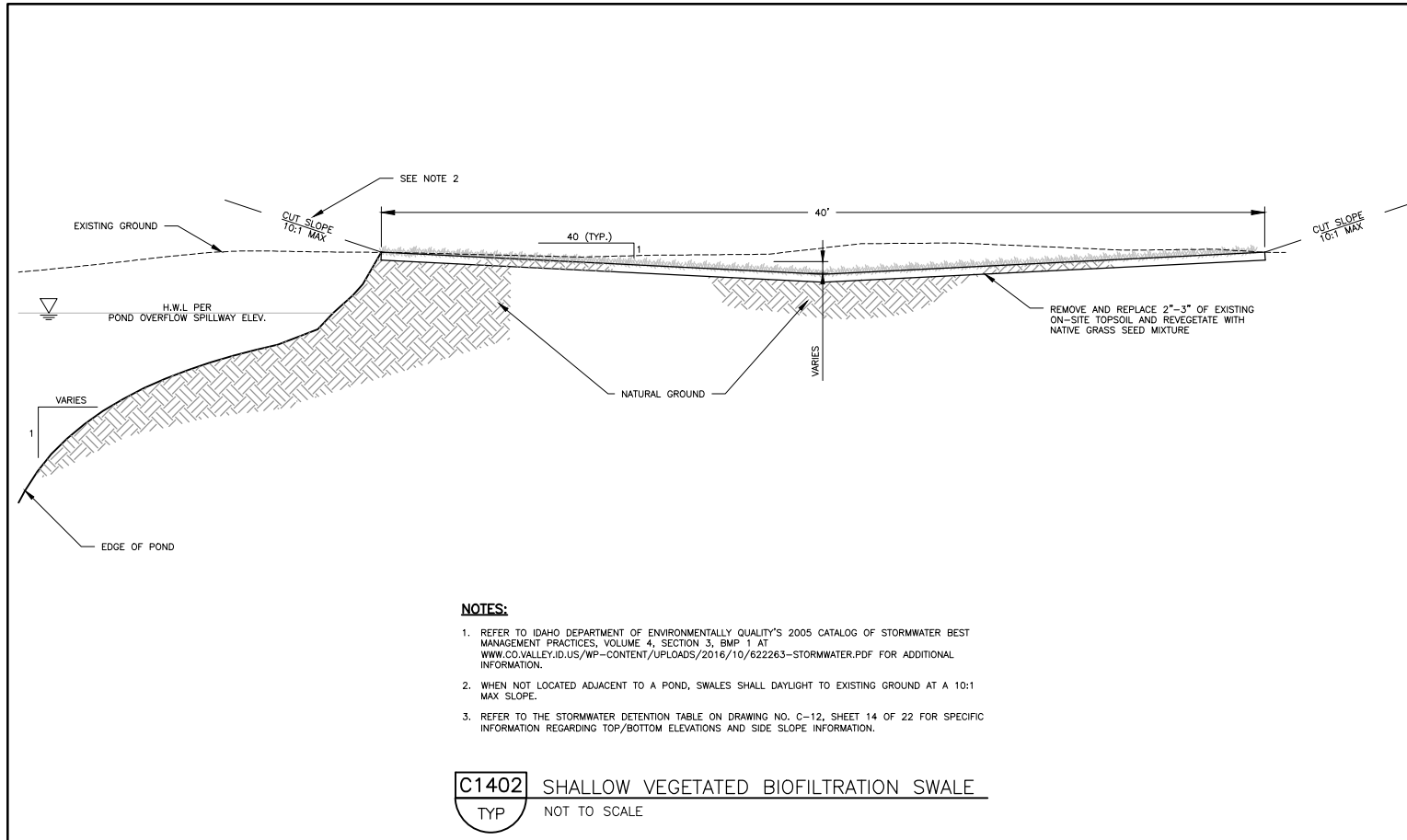


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**GOLD FORK RIVER RANCH - PHASE 1**  
 DONNELLY, IDAHO  
 ROAD, IRRIGATION, GRADING, DRAINAGE, AND STORMWATER IMPROVEMENTS  
 POND EXCAVATION, GRADING AND STORMWATER MANAGEMENT PLAN - 2

VERIFY SCALE	
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PROJECT	24023
DATE	5/2/2025
DRAWING NO.	C-14
SHEET NO.	16 OF 22



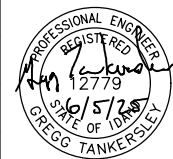
**NOTES:**

1. REFER TO IDAHO DEPARTMENT OF ENVIRONMENTALLY QUALITY'S 2005 CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES, VOLUME 4, SECTION 3, BMP 1 AT [WWW.CO.VALLEY.ID.US/WP-CONTENT/UPLOADS/2016/10/622263-STORMWATER.PDF](http://WWW.CO.VALLEY.ID.US/WP-CONTENT/UPLOADS/2016/10/622263-STORMWATER.PDF) FOR ADDITIONAL INFORMATION.
2. WHEN NOT LOCATED ADJACENT TO A POND, SWALES SHALL DAYLIGHT TO EXISTING GROUND AT A 10:1 MAX SLOPE.
3. REFER TO THE STORMWATER DETENTION TABLE ON DRAWING NO. C-12, SHEET 14 OF 22 FOR SPECIFIC INFORMATION REGARDING TOP/BOTTOM ELEVATIONS AND SIDE SLOPE INFORMATION.

**C1402** SHALLOW VEGETATED BIOFILTRATION SWALE  
TYP NOT TO SCALE

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NO.	REVISION	BY	DATE	DESIGN
1.	VALLEY COUNTY FINAL ENGINEERING SUBMITTAL	RFP	5/2/2025	SMR
2.	REVISED PER VALLEY COUNTY ENGINEER REVIEW COMMENTS.	RFP	6/5/2025	DRAWN
				SMR
				CHECKED
				RFP
				APPROVED
				GTT



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**GOLD FORK RIVER RANCH - PHASE 1**  
 DONNELLY, IDAHO  
 ROAD, IRRIGATION, GRADING, DRAINAGE, AND STORMWATER IMPROVEMENTS  
 CIVIL TYPICAL DETAILS - 4

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT 24023	
DATE 5/2/2025	
DRAWING NO. GC-4	SHEET NO. 22 OF 22