

MEMORANDUM

TO: Valley County Planning and Zoning
FROM: Rob Pair - Crestline Engineers, Inc.
CC: Dusty Bitton – Applicant
DATE: September 11, 2025
RE: SUB 25-019 Staff Report Comment/Questions Responses

Crestline Engineers, Inc. (Crestline) has prepared the following memo to address staff related comments/questions provided in the SUB 25-019 staff report.

Staff Comments/Questions/Concerns

1. The site is within the McCall Fire District, Water District 65, and Lake Irrigation District. It is not within a herd district.

Understood.

2. The designated wetland is shown on the preliminary plat.

Wetland boundaries were formally delineated, submitted, reviewed and a Preliminary Jurisdictional Determination was issued by the U.S. Army Corps of Engineers. The proposed improvements do not impact the delineated wetlands and will be marked as "no-build" areas on the Final Plat.

3. The submitted landscape plan is only for the area along Highway 55. Additional areas require landscaping per VCC and needs consideration by the commission:
 - a. Doesn't make sense to screen between property line and Knob Hill or other commercial/industrial storage areas such as Kesler's and the bus barns.

As mentioned by Staff, a natural irrigation drainage ditch and vegetated buffer run along the south/east property boundary. Knob Hill Estates is much more elevated than the proposed subdivision, and similar commercial/industrial uses adjoin the property to the north. Therefore, landscaping was only proposed adjacent to State Highway 55.

4. Will landscaping be financially guaranteed? How will it be maintained? The code states: Future commercial and industrial development sites shall be landscaped in the first phase of construction, unless a phased plan is approved by the commission.

Although the phasing timeline presented in the SUB/CUP application states that landscaping will be performed in Phase 2, Phase 1 only includes the current building that is under construction. The applicant is proposing to construct the landscaping improvements in



conjunction with Phase 2 which will be completed prior to occupying those units. Landscaping will be maintained using a drip irrigation system with the available water rights.

5. Who will own the common area?

A Property Owner's Association will be formed and will own the common area.

6. What is the distance from the structure to the high-water line of the ditch?

Unit No. 1 is currently 106 L.F. from the HWL of the irrigation ditch. The applicant recognizes that Unit No. 91/92 may need to be removed to meet the setback requirements.

7. The 140.00-ft irrigation use, maintenance, and repair easement termination must be approved by the Lake Fork Irrigation District in writing. A document vacating the easement must be recorded with the final plat.

The applicant is no longer including Lot 2 of Vandal Flats subdivision in the Preliminary Plat. The irrigation easement will remain in place, and the Preliminary Plat will only include the original 18.4 acre parcel as shown by VC Parcel RP18N03E331807.

8. The application states the property has no water rights; this conflicts with the letter from Lake Irrigation District. The applicant should clarify.

During our review of the water rights, the IDWR map did not show any water rights allocated to the parcel. After receiving the letter from Lake Irrigation District (LID), Crestline contacted Shirley Florence in which she stated the water rights are allocated to the District, which then are disbursed to the shareholders. Through the discussion, it was determined that the parcel does have water rights assigned to it for irrigation purposes only. The applicant will work with LID to determine a plan moving forward and will obtain approval from the LID board prior to recording a Final Plat.

9. The name of the proposed subdivision must change. A business named Highway 55 Storage already exists near the intersection of Highway 55 and Coho Lane.

The applicant will work with Staff to determine an appropriate name for the subdivision.

General Responses/Clarification to Staff and P&Z Commission

1. As mentioned above, the submitted preliminary plat included Lot 2 of the Vandal Flats subdivision. Since submitting the application, the applicant has chose not to include that parcel in the preliminary plat and the subdivision will remain only on VC Parcel RP18N03E331807.
2. We plan to work with ITD and submit an encroachment permit as stated in their letter. A permit was completed by The Land Group for the Vandal Flats subdivision; however it was not submitted.
3. The applicant intends to revise the site plan/preliminary plat to remove units 91/92 to comply with the 100' setback from the high-water line of the irrigation ditch.
4. Appropriate IDWR permits will be acquired for the proposed fire protection pond.

5. The applicant and Crestline met with Ryan Garber to discuss fire protection requirements. During the meeting we discussed dry hydrant locations and fire extinguisher requirements and noted in his submitted letter.



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tabbles®
EXHIBIT 4
SUB 25-019
PZ 11-13-2025

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Exhibit 5
P2 11.13.2025

Video- landscape compilation



July 22, 2021

Robert Goff
PO Box [REDACTED]
McCall, ID 83638

**Subject: Groundwater Study Results for Goff Property
14104 Highway 55, McCall, Idaho 83638
CDH File#0008100**

Dear Robert,

Attached, please find the results of the seasonal groundwater study conducted at your property located at 14104 Highway 55 in McCall, Idaho. Eight (8) sites/pipes were evaluated on the property from late March through mid-June on a weekly basis, and were denoted as TH-1, TH-2, TH-3, TH-4, TH-5, TH-6, TH-7, and TH-8. Ideally, the monitoring would have been initiated at least one week earlier in order to collect observations of the water levels on 3/23/21 (and possibly 3/16/21). The previous client that hired Crestline to perform the water monitoring did not engage our team to begin monitoring at the site until the last week of March 2021. Given the lack of water monitoring data from 3/23/21 and working under the assumption that it would have been included in the six (6) highest, consecutive, weekly readings, our team has reviewed the data collected and has opted to utilize the five (5) highest, consecutive, weekly measurements to determine the "normal high" water levels as a conservative measure, rather than utilizing the six (6) highest, consecutive, weekly measurements in an effort to provide the most accurate information possible as it pertains to the "normal high" water levels. Ultimately, this information must be reviewed by Central District Health to determine if there is sufficient data for determination of the normal high water levels.

At TH-1 a peak water level of twenty-two (22") inches below ground was observed on 4/7/21 and a normal high water level of twenty-eight (28") inches below ground level was documented for the five (5) highest, consecutive readings. At TH-2 a peak water level of twenty-five (25") inches below ground was observed on 4/7/21 and a normal high water level of twenty-eight (28") inches was documented over the five highest, consecutive readings. At TH-3 a peak water level of twenty-five (25") inches below ground was observed on 4/7/21 and a normal high water level of thirty-two (32") inches was documented over the five highest, consecutive readings. At TH-4 a peak water level of twenty-six (26") inches below ground was observed on 4/7/21 and a normal high water level of thirty (30") inches was documented over the five highest, consecutive readings. At TH-5 a peak water level of nineteen (19") inches below ground was observed on 4/7/21 and a normal high water level of twenty-two (22") inches was documented over the five highest, consecutive readings. At TH-6 a peak water level of one (1") inch below ground was observed on 4/7/21 and a normal high water level of sixteen (16") inches was documented over the five highest, consecutive readings. At TH-7 a peak water level of one (1") inch below ground was observed on 4/7/21 and a normal high water level of fifteen (15") inches was documented. At TH-8 a peak water level of one (1") inch below ground was observed on 4/7/21 and a normal high water level of seventeen (17") inches was documented over the five highest, consecutive readings.

The "normal high" water level information collected must be reviewed by Central District Health (CDH) if seeking approval of a septic system on the parcel. CDH will determine if the data collected is sufficient for determining the normal high water levels and whether it can be accepted for use with septic approval/design. The "peak" water levels, however, were documented at all eight sites on 4/7/21. A site plan/drawing has been included, indicating the approximate locations of the sites that were monitored

"Seasonal peak" water level information:

- TH-1 - Peak observed at twenty-two (22") inches below ground surface on 4/7/21
- TH-2 - Peak observed at twenty-five (25") inches below ground surface on 4/7/21
- TH-3 - Peak observed at twenty-five (25") inches below ground surface on 4/7/21
- TH-4 - Peak observed at twenty-six (26") inches below ground surface on 4/7/21
- TH-5 - Peak observed at nineteen (19") inches below ground surface on 4/7/21
- TH-6 - Peak observed at one (1") inch below ground surface on 4/7/21
- TH-7 - Peak observed at one (1") inch below ground surface on 4/7/21
- TH-8 - Peak observed at one (1") inch below ground surface on 4/7/21

"Normal high" water level information:

*Note: The five (5) highest, consecutive, weekly readings were used rather than the six (6) highest, consecutive, weekly readings to determine the normal high water levels presented in this section as there was no data for 3/23/21.

- TH-1 - Normal high water level observed at twenty-eight (28") inches below ground
- TH-2 - Normal high water level observed at twenty-eight (28") inches below ground
- TH-3 - Normal high water level observed at thirty-two (32") inches below ground
- TH-4 - Normal high water level observed at thirty (30") inches below ground
- TH-5 - Normal high water level observed at twenty-two (22") inches below ground
- TH-6 - Normal high water level observed at sixteen (16") inches below ground
- TH-7 - Normal high water level observed at fifteen (15") inches below ground
- TH-8 - Normal high water level observed at seventeen (17") inches below ground

Please feel free to contact me by phone or email if you have any questions.

Sincerely,

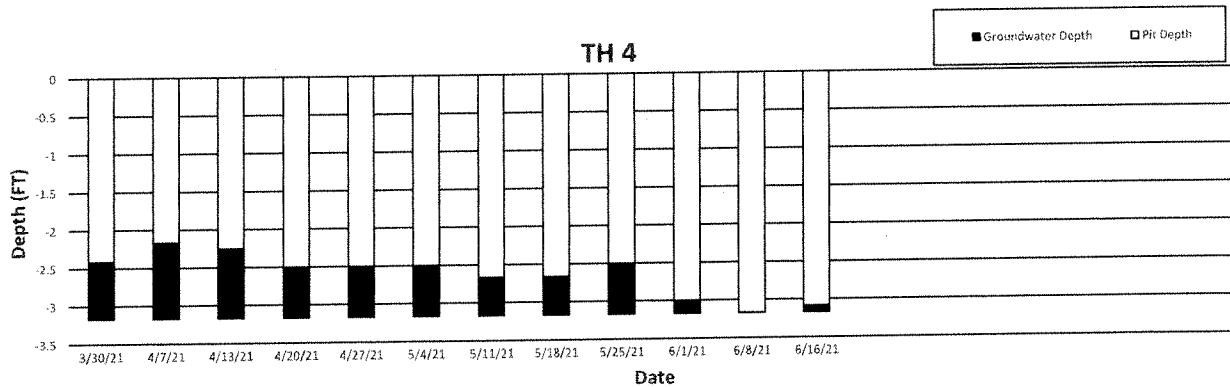
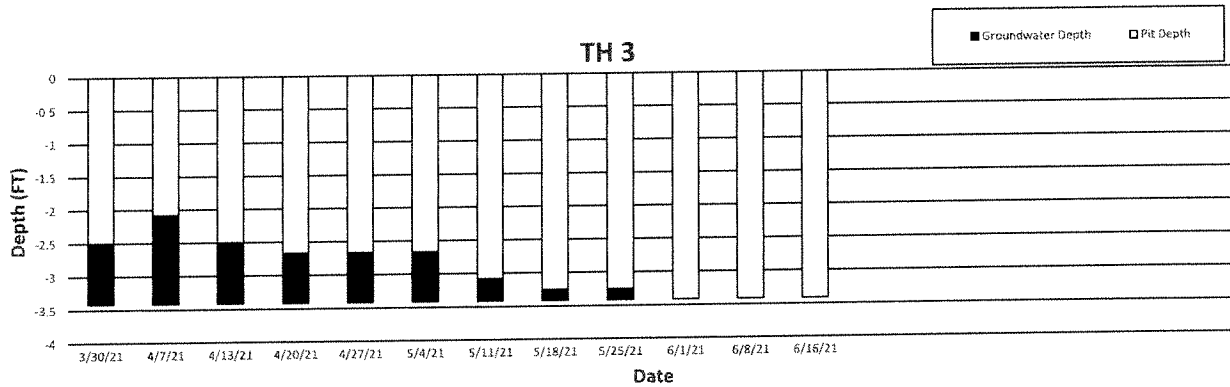
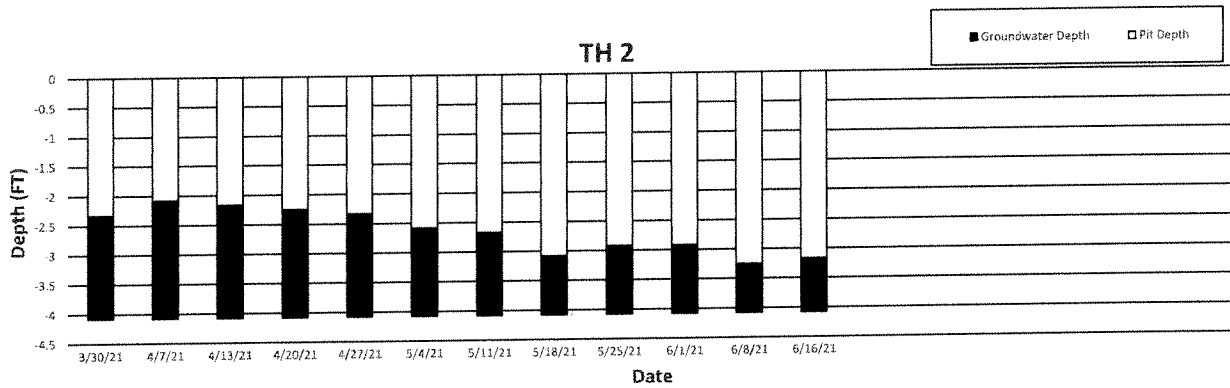
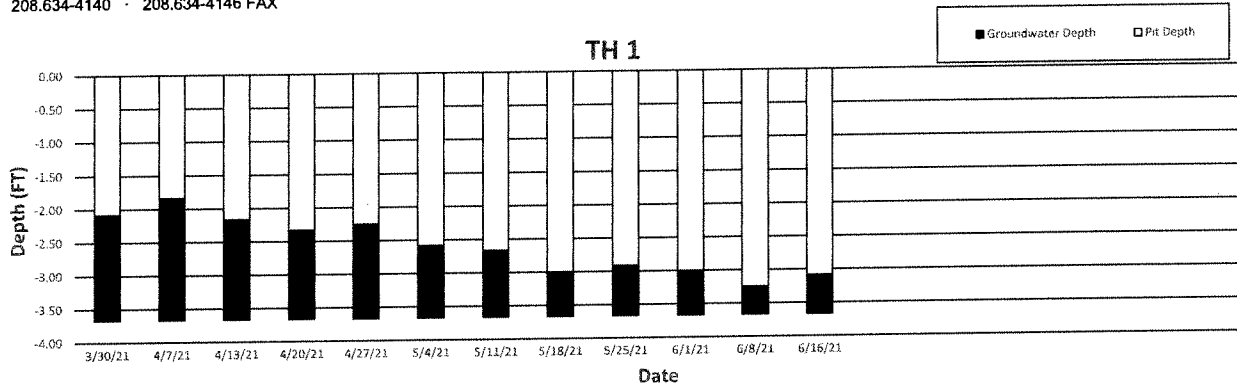

Joshua Kriz, REHS
Senior Environmental Specialist



CRESTLINE ENGINEERS, INC.
CIVIL ENGINEERING CONSULTANTS
323 DEINHARD LANE, SUITE C
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McCALL, IDAHO 83638
208.634-4140 · 208.634-4146 FAX

GROUNDWATER OBSERVATION GRAPHS

CLIENT: Robert Goff
PROJECT NAME: Seasonal Water Monitoring
PROJECT ID: 21023
DURATION: March-June 2021
RECORDER: R. Pair

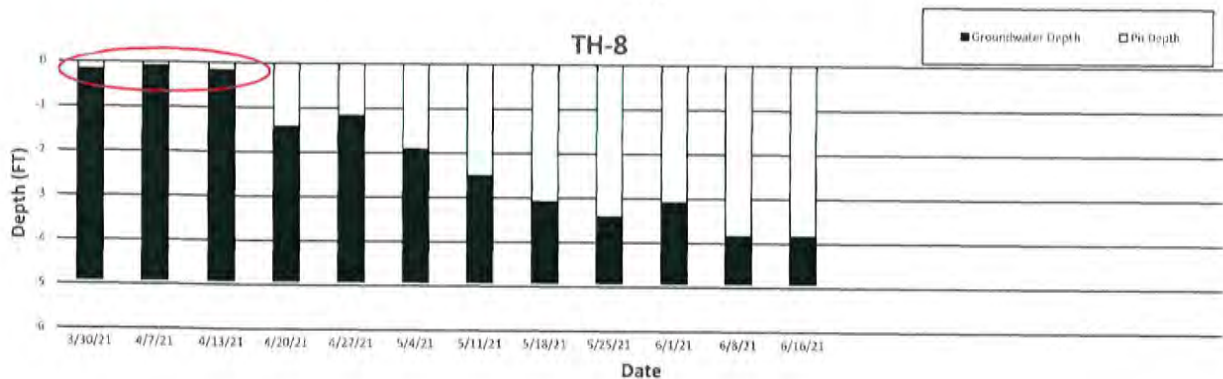
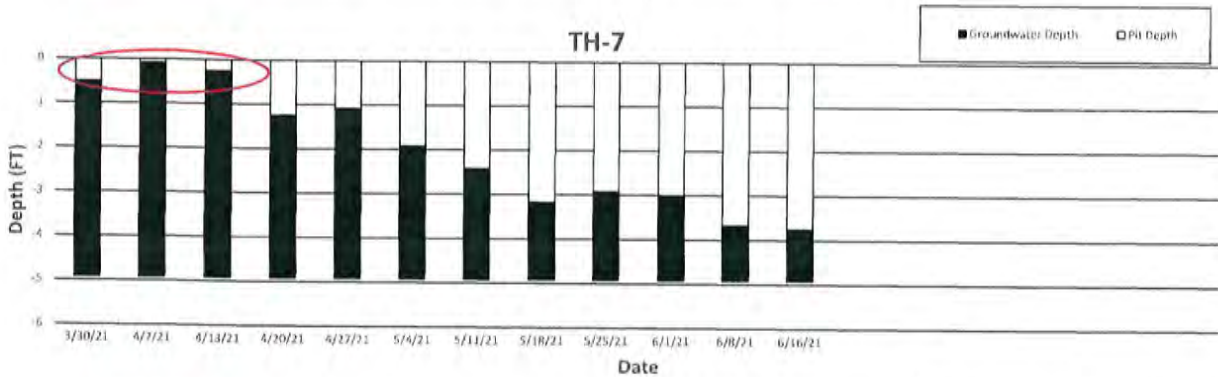
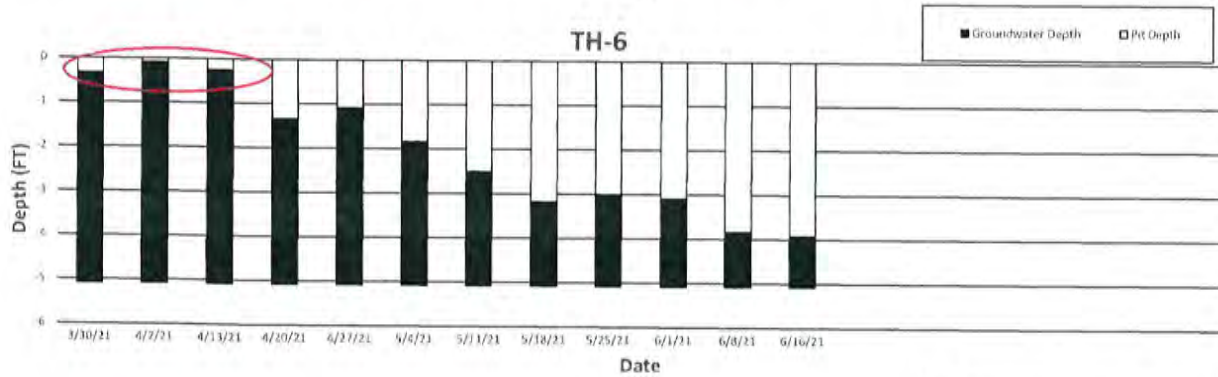
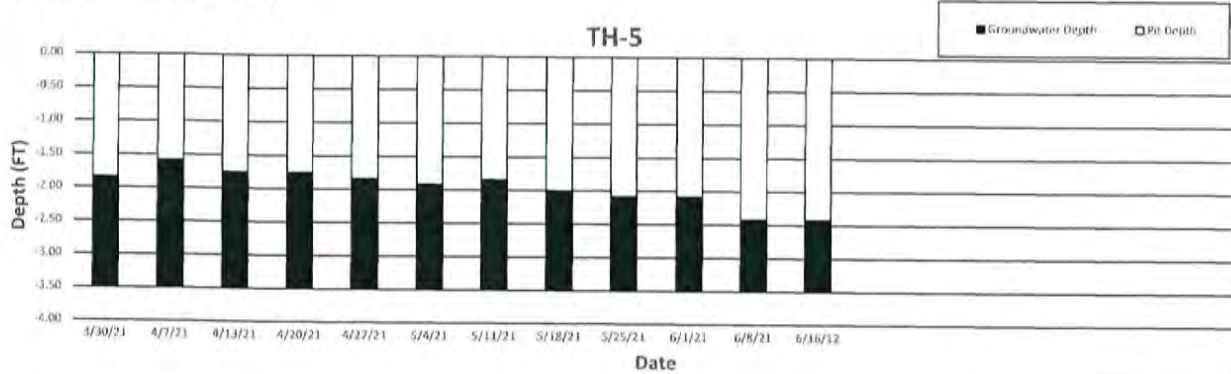


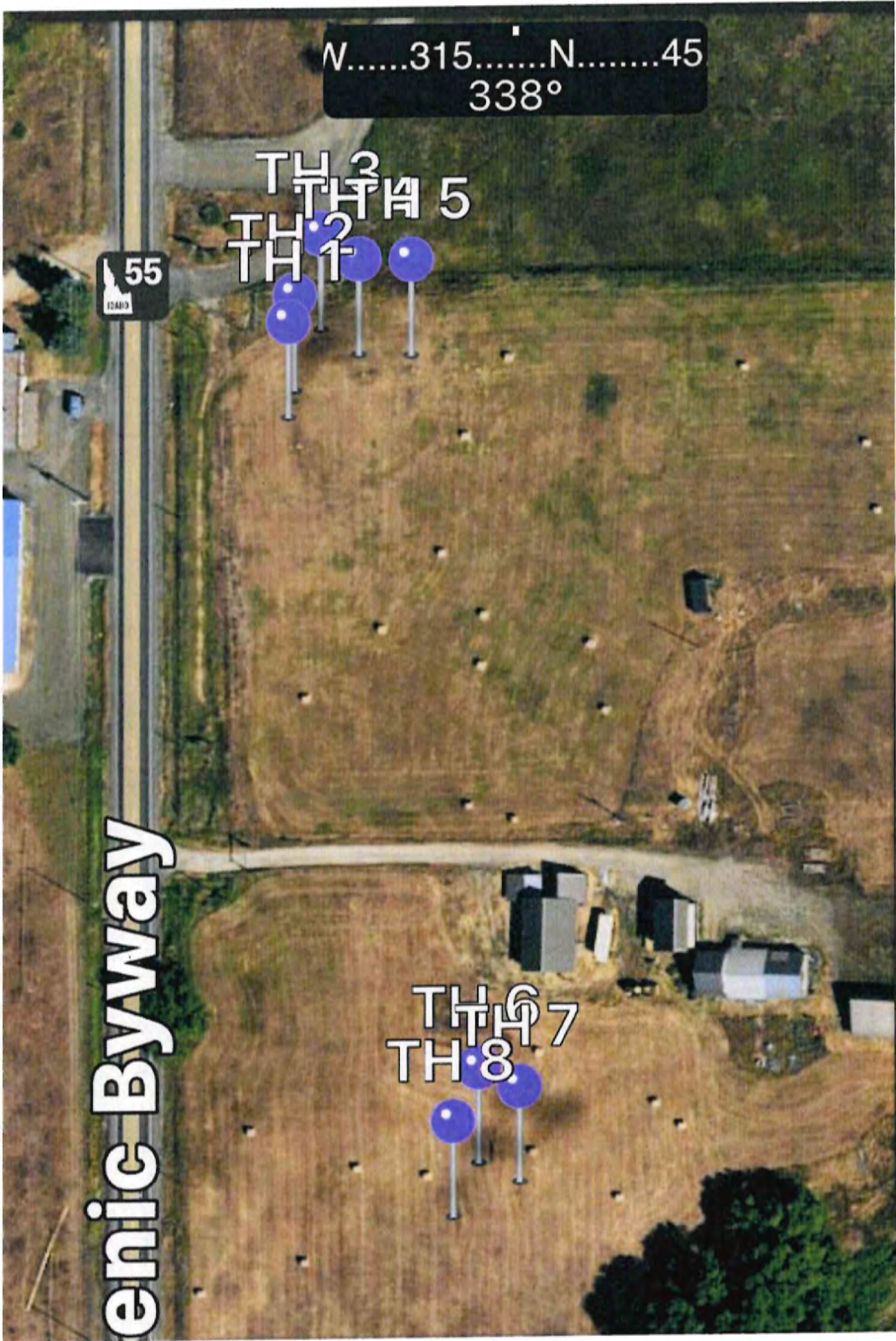


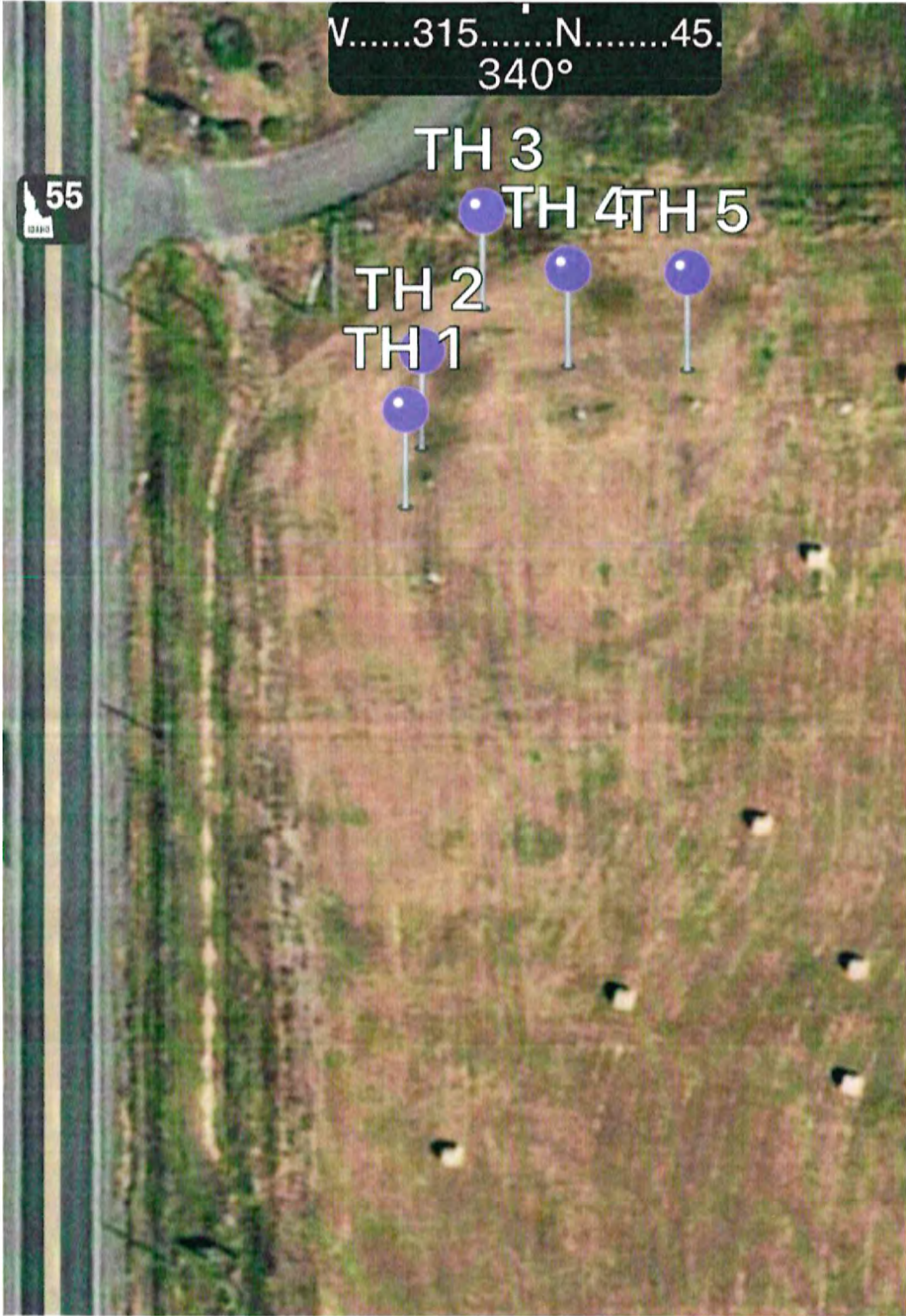
CRESTLINE ENGINEERS, INC.
CIVIL ENGINEERING CONSULTANTS
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PO BOX 2330
McCALL, IDAHO 83638
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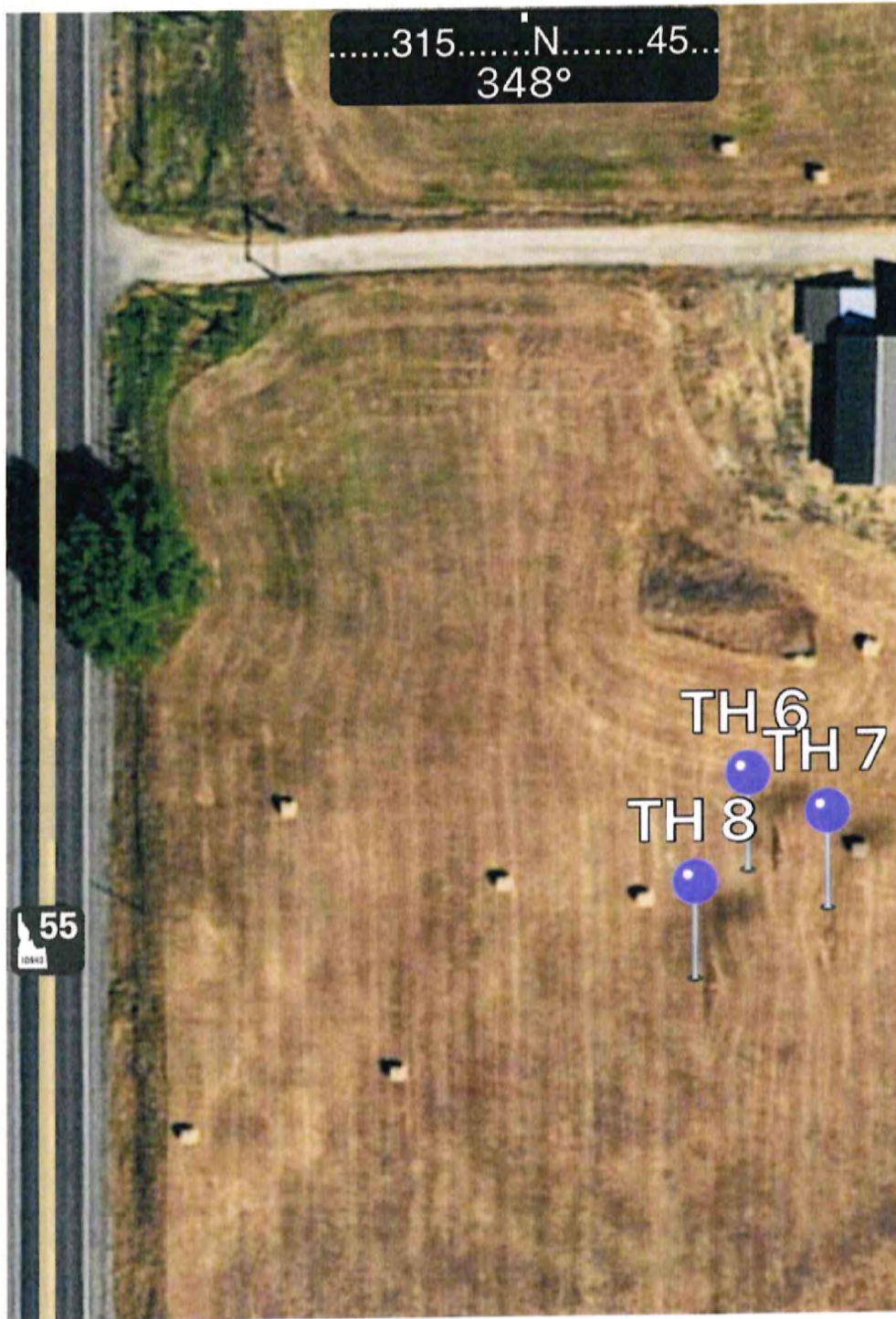
GROUNDWATER OBSERVATION GRAPHS

CLIENT: Robert Goff
PROJECT NAME: Seasonal Water Monitoring
PROJECT ID: 21023
DURATION: March-June 2021
RECORDER: R. Pair









NOTES:

1. THE SUBDIVIDER OF THIS PROPOSED DEVELOPMENT IS:
PEARSON STORAGE PARTNERS, LLC
PO BOX 4110
McCALL, ID 83638
2. THE LAND SURVEYOR OF THIS PROPOSED DEVELOPMENT IS:
DUNN LAND SURVEYS, INC.
25 COYOTE TRAIL
CASCADE, ID 83811
3. THE EXISTING LAND USE/ZONING IS AGRICULTURAL.
4. THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT, TITLE 55, CHAPTER 15, OF IDAHO CODE
5. THE TOTAL AREA FOR THE DEVELOPMENT IS APPROXIMATELY ±18.47 ACRES.
6. REFER TO EXHIBIT NO. EX-3 FOR EXISTING CONDITIONS AND TOPOGRAPHY.
7. SETBACKS WILL COMPLY WITH VALLEY COUNTY STANDARDS.
8. ALL LIGHTING MUST BE DARK SKY COMPLIANT.
9. ONLY ONE WOOD BURNING DEVICE PER LOT.
10. 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.
11. SURROUNDING LAND USES ARE SUBJECT TO CHANGE.
12. WETLAND BOUNDARIES AS SHOWN ON THIS PLAN HAVE BEEN DELINEATED, SUBMITTED TO THE USACE, AND HAS RECEIVED A PRELIMINARY JURISDICTIONAL DETERMINATION.

LEGEND:

- — — — — PROPERTY BOUNDARY
- — — — — ADJACENT PROPERTY LINE
- — — — — ROAD/DRIVE CENTER LINE
- — — — — EXISTING EASEMENT LINE
- — — — — PROPOSED LOT LINE
- — — — — PROPOSED EASEMENT LINE
- ↓ DELINEATED WETLAND AREA

FLOOD PLAIN NOTE:

FEMA FIRM PANEL(S): 16085C1002C
 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 LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

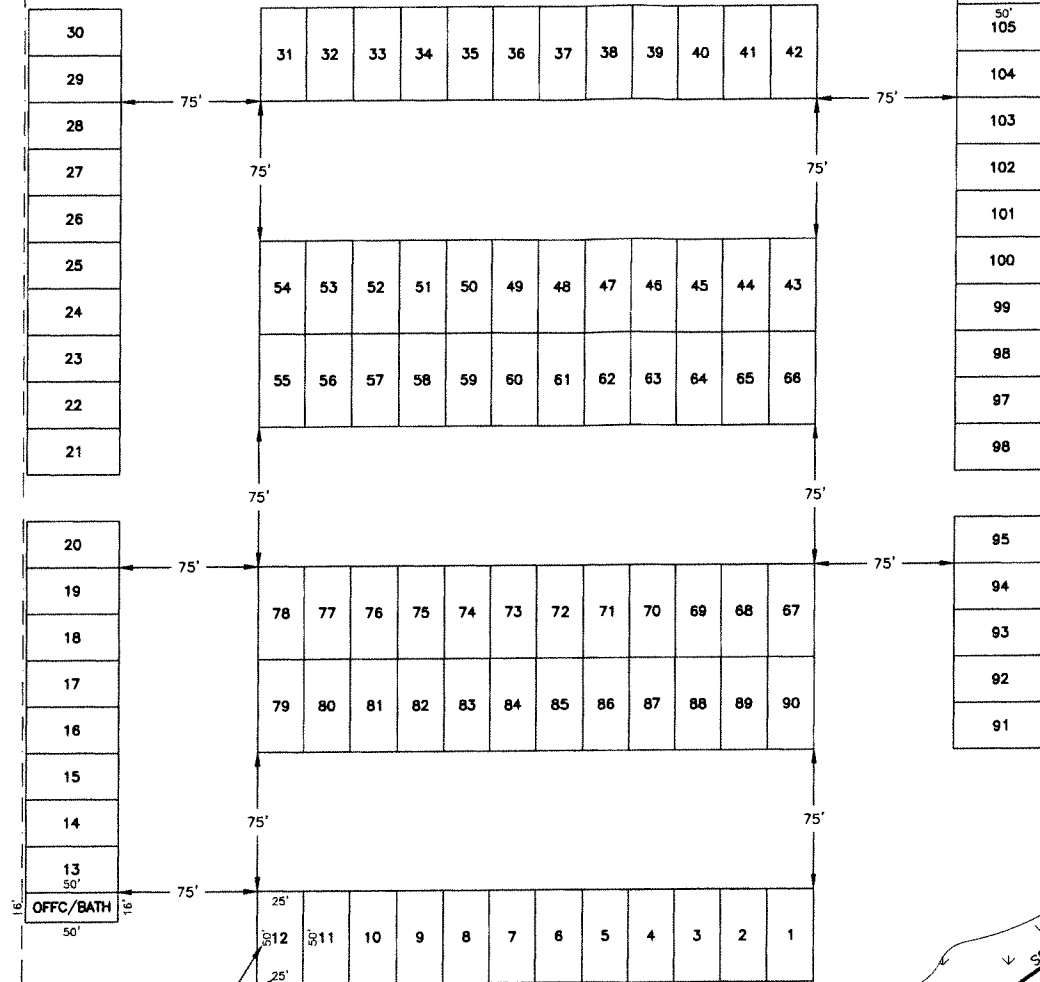
DEVELOPMENT DATA:

PROPERTY AREA 18.47 ACRES
 CONDOMINIUM AREA (BLOCK 1) 3.47 ACRES

STATE HIGHWAY 55

50' 17" 31.00"W
917.060'

S89° 53' 09.81"W
1286.006'



LOT 1 - LOT 105
 TYPICAL DIMENSIONS
 (0.03 AC, 1,250 S.F.)

100' SETBACK FROM
 STATE HIGHWAY 55

DELINEATED WETLAND BOUNDARY
 "NO-BUILD" AREA

PRELIMINARY PLAT-ROCKY MOUNTAIN STORAGE

A COMMERCIAL SUBDIVISION LOCATED IN PORTIONS OF
 NE 1/4 OF THE NE 1/4, AND SE 1/4 OF THE NE 1/4 OF SECTION 33
 T.18N., R.3E., B.M.
 VALLEY COUNTY, IDAHO
 2025



0 25 50 100 150
 SCALE: 1" = 50'

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 CONSTRUCTION

CRESTLINE
 ENGINEERS
 323 DEINHARD LANE, SUITE C · PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX



ROCKY MOUNTAIN STORAGE
 VALLEY COUNTY, IDAHO
 BLOCK 1 PRELIMINARY PLAT

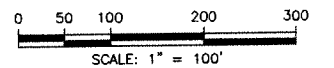
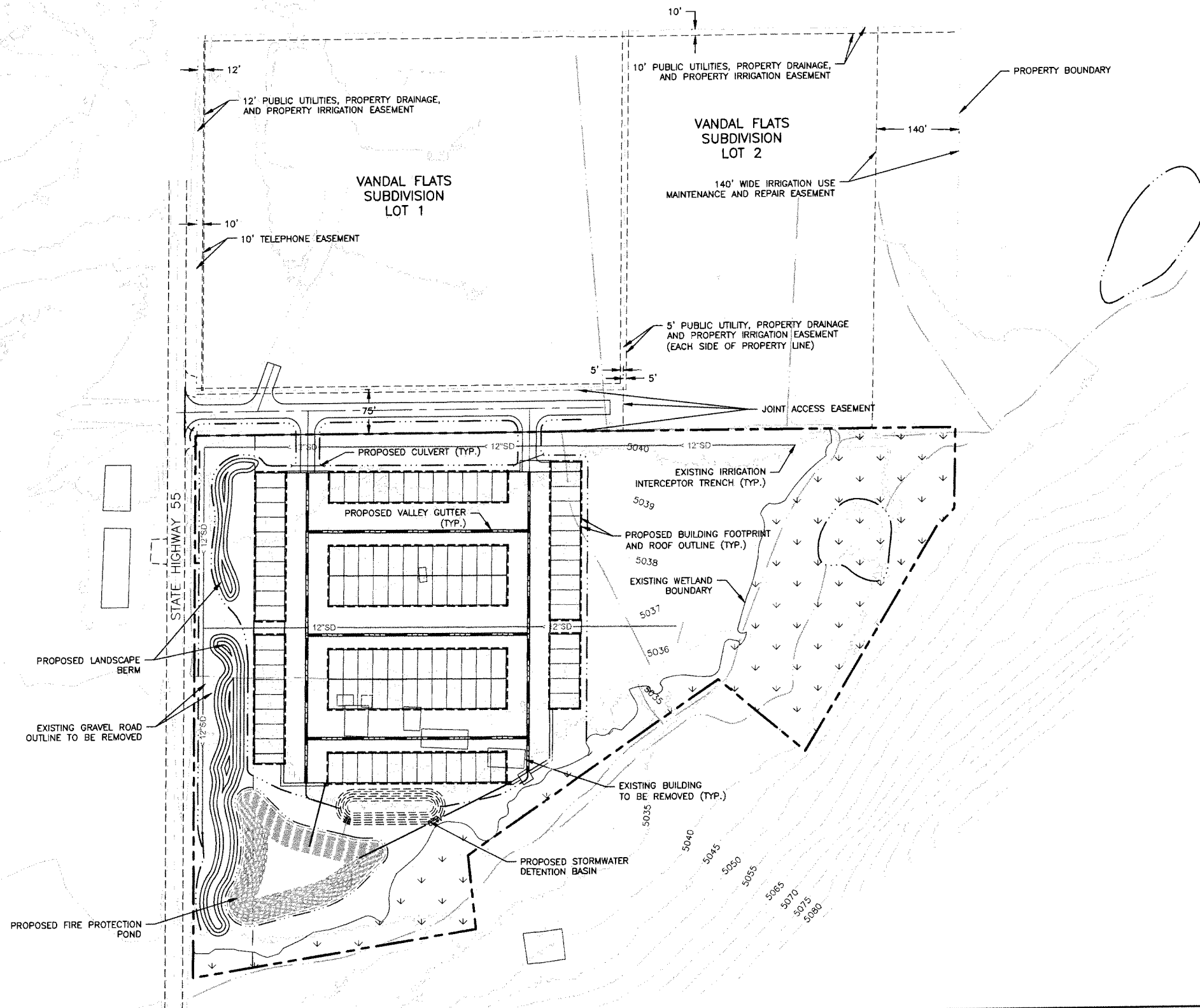
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BAR IS ONE INCH ON FULL SIZE DRAWING 1"	
PROJECT	22012
DATE	7/28/2025
DRAWING NO.	SHEET NO.
EX-2	2 OF 7

NOTES:

- EXISTING PROPERTY BOUNDARIES, BASE MAP AND TOPOGRAPHY DATA AS SHOWN ON THIS PLAN ARE BASED UPON SURVEY DATA PROVIDED BY DUNN LAND SURVEYS, INC. AND SUPPLEMENTED USING DATA FOUND ON THE VANDAL FLATS SUBDIVISION FINAL PLAT.
- CONTOUR INTERNALS ARE 1 FOOT MINOR AND 5 FOOT MAJOR.
- THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE EXISTENCE OF OBJECTS OR UTILITIES SHOWN ON THESE DRAWINGS AS THE INFORMATION HAS BEEN OBTAINED FROM SOURCES OF VARYING RELIABILITY.
- ALL PROPOSED UTILITIES (ELECTRIC, CABLE TELEVISION AND TELEPHONE) ARE TO BE INSTALLED UNDERGROUND AND LOCATED WITHIN EASEMENTS THAT WILL BE PROVIDED PRIOR TO RECORDING A FINAL PLAT.
- REFER TO EXHIBITS EX-4, EX-5, AND EX-6 FOR PRELIMINARY GRADING AND STORMWATER MANAGEMENT PLANS.
- WETLAND BOUNDARIES AS SHOWN ON THIS PLAN HAVE BEEN DELINEATED, SUBMITTED TO THE USACE, AND HAS RECEIVED A PRELIMINARY JURISDICTIONAL DETERMINATION.

LEGEND:

- PROPERTY BOUNDARY
- - - ADJACENT PROPERTY LINE
- ROAD/DRIVE CENTER LINE
- - - EXISTING EASEMENT LINE
- PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE
- ◻ DELINEATED WETLAND AREA
- 5010 EXISTING CONTOUR
- PROPOSED EDGE OF ASPHALT
- EXISTING EDGE OF GRAVEL ROAD



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 McCALL, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX



ROCKY MOUNTAIN STORAGE
 VALLEY COUNTY, IDAHO
 EXISTING CONDITIONS WITH PRELIMINARY SITE PLAN

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	22012
DATE	7/28/2025
DRAWING NO.	SHEET NO.
EX-3	3 OF 7

LEGEND:

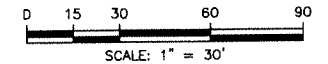
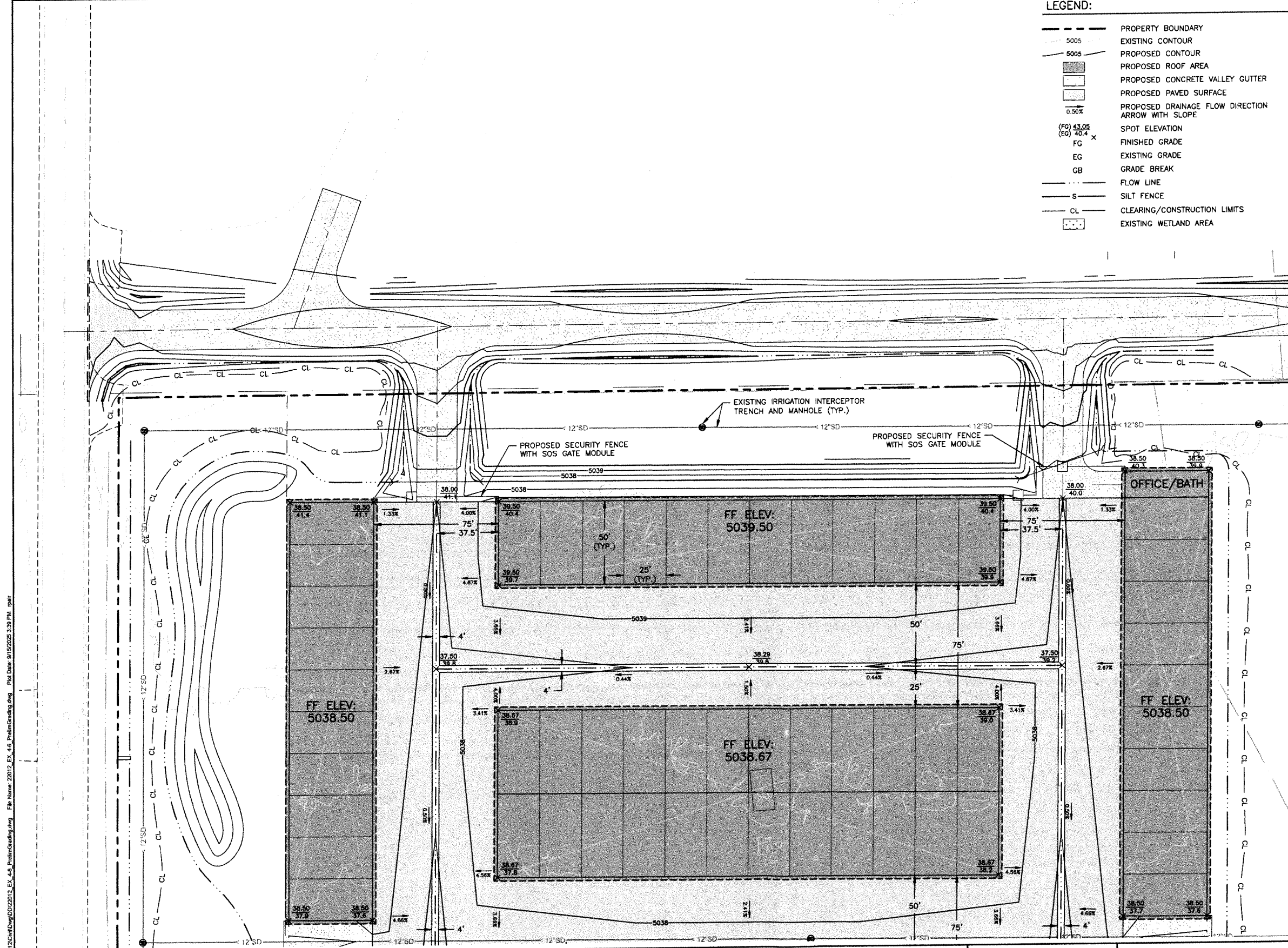
- PROPERTY BOUNDARY
- - - 5005 EXISTING CONTOUR
- - - 5005 PROPOSED CONTOUR
- ▒ PROPOSED ROOF AREA
- ▒ PROPOSED CONCRETE VALLEY GUTTER
- ▒ PROPOSED PAVED SURFACE
- 0.50% PROPOSED DRAINAGE FLOW DIRECTION
ARROW WITH SLOPE
- (FO) 43.05 (EG) 40.4 x SPOT ELEVATION
- FC FINISHED GRADE
- EG EXISTING GRADE
- GB GRADE BREAK
- FLOW LINE
- S SILT FENCE
- CL CLEARING/CONSTRUCTION LIMITS
- ▒ EXISTING WETLAND AREA

GRADING AND DRAINAGE NOTES:

1. ALL ACCESSIBLE ROUTE RUNNING SLOPE SHALL NOT BE STEEPER THAN 1:20 (5%). THE CROSS SLOPE ON WALKING SURFACES SHALL NOT BE STEEPER THAN 1:50 (2%).
2. THE CONTRACTOR SHALL MAINTAIN ALL DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED DRAINAGE IMPROVEMENTS ARE IN PLACE, FUNCTIONING, AND APPROVED BY THE PROJECT ENGINEER.
3. ALL DRAINAGE PIPING SHALL MAINTAIN A MINIMUM OF EIGHTEEN (18") INCHES OF COVER IN ALL TRAFFIC AREAS OR A MINIMUM OF TWELVE (12") INCHES OF COVER IN LANDSCAPED AND NON-TRAFFIC AREAS
4. CONTRACTOR TO WORK WITH PROJECT ENGINEER TO EVALUATE SUBSURFACE SOILS WITHIN SUBSURFACE INFILTRATION TRENCH FOOTPRINT. IF SUBSURFACE SOILS ARE NOT FAVORABLE, THE OWNER/ENGINEER WILL WORK WITH CONTRACTOR TO DEVELOP A PLAN TO IMPROVE SUBSURFACE DRAINAGE.

EROSION AND SEDIMENT CONTROL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROLS (ESC)/STORMWATER BEST MANAGEMENT PRACTICES (BMP'S) IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
2. IF DETERMINED NECESSARY, THE CONTRACTOR SHALL PREPARE AND SUBMIT A PROPOSED ESC PLAN TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO STARTING CONSTRUCTION.
3. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY'S (IDEO) IDAHO POLLUTION DISCHARGE ELIMINATION SYSTEM (IPDES) 2022 GENERAL PERMIT FOR DISCHARGES FROM CONSTRUCTION ACTIVITIES (CGP). THE CGP REQUIRES THAT PROJECTS WHICH INTEND TO DISTURB MORE THAN ONE (1) ACRE PREPARE/PROVIDE A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). IF THE CONTRACTOR'S MEANS AND METHODS DISTURB MORE THAN ONE (1) ACRE, THE CONTRACTOR SHALL PREPARE A SWPPP AND OBTAIN COVERAGE UNDER THE IDEO 2022 CGP.
4. ALL EROSION AND SEDIMENT CONTROL BMP'S SHALL BE INSTALLED PRIOR TO THE START OF ANY PROJECT CONSTRUCTION OR EARTH DISTURBING ACTIVITIES AND SHOULD REMAIN IN PLACE UNTIL ALL DISTURBED/EXPOSED AREAS HAVE BEEN STABILIZED AND/OR REVEGETATED.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL ESC MEASURES/STORMWATER BMP'S IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. THIS INCLUDES REGULAR INSPECTION, REPLACEMENT, AND UPGRADING IF NECESSARY UNTIL ALL PROJECT CONSTRUCTION IS COMPLETED AND STABILIZATION IS ACHIEVED PER THE CGP OR AS DEFINED BY THE PROJECT ENGINEER.
6. REFER TO IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY'S 2005 CATALOG OF STORMWATER BEST MANAGEMENT PRACTICES AND THE VALLEY COUNTY STORMWATER ADDENDUM, AVAILABLE ON THE VALLEY COUNTY WEBSITE, FOR FURTHER DETAILS ON BMP IMPLEMENTATION AND INSTALLATION.
7. CONTRACTOR SHALL CONTROL SURFACE DRAINAGE FROM EXCAVATION, BORROW AND WASTE DISPOSAL AREAS AS WELL AS PROVIDE CONTROL STRUCTURES AS NECESSARY TO PREVENT CONTAMINATED RUNOFF FROM LEAVING THE PROJECT SITE.
8. CONTRACTOR SHALL MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ONE TIME.
9. STABILIZED CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL ENTRANCES/EXITS TO THE SITE AND CONSTRUCTION STAGING AREAS.
10. CONTRACTOR TO PROVIDE TEMPORARY MEASURES SUCH AS BERMS, DIKES, AND DRAINS AS NECESSARY, TO PREVENT RUNOFF FROM FLOWING INTO PIPE TRENCHES DURING CONSTRUCTION.
11. DURING CONSTRUCTION, CONTRACTOR SHALL WATER ALL DISTURBED AREAS AS NECESSARY FOR DUST ABATEMENT.
12. REVEGETATION AND STABILIZATION OF ALL DISTURBED PROJECT AREAS SHALL BE IN ACCORDANCE WITH THE PROJECTS LANDSCAPE DESIGN. IF A LANDSCAPE DESIGN/PLAN IS NOT AVAILABLE, DISTURBED AREAS SHALL BE REVEGETATED WITH A GRASS SEED MIXTURE NATIVE TO THAT AREA.
13. WATTLES MAY BE USED IN PLACE OF SILT FENCE WHERE DETERMINED APPROPRIATE. SILT FENCE HAS BEEN SHOWN ON THE PROPERTY LINES IN SOME AREAS TO PREVENT ENCROACHMENT ONTO NEIGHBORING PROPERTIES



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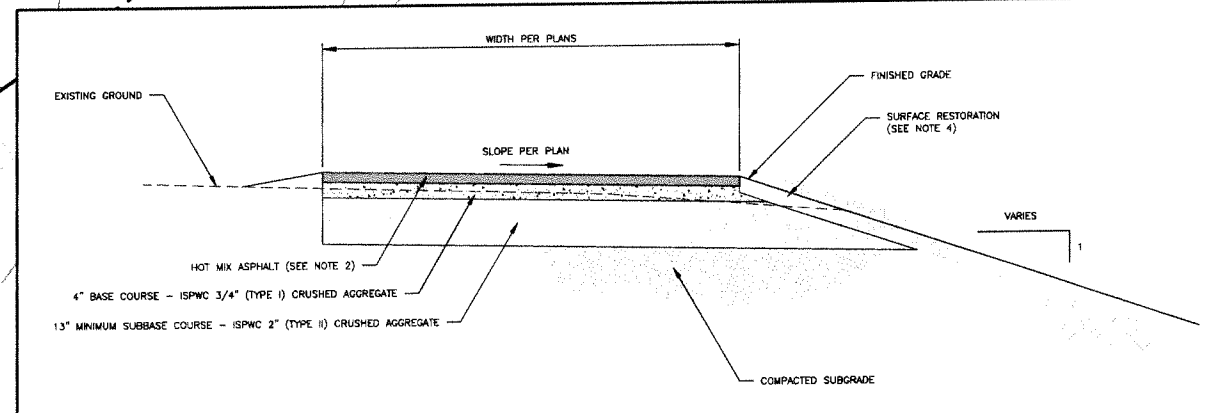
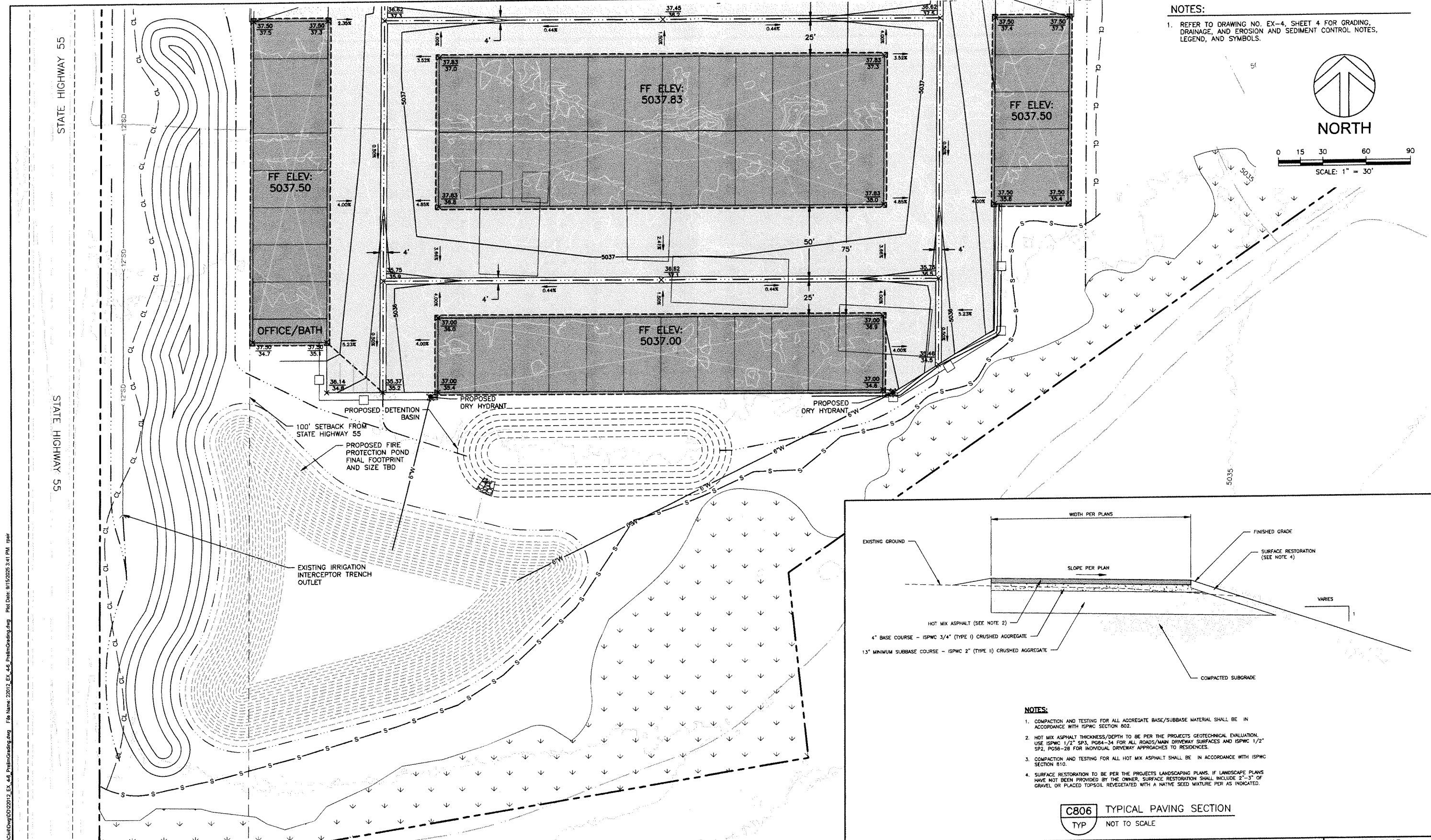
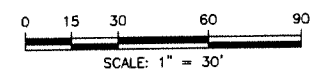
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ROCKY MOUNTAIN STORAGE
VALLEY COUNTY, IDAHO
PRELIMINARY GRADING, DRAINAGE, AND
STORMWATER MANAGEMENT PLAN - 1

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	22012
DATE	7/28/2025
DRAWING NO.	SHEET NO.
EX-4	4 OF 7

NOTES:
 1. REFER TO DRAWING NO. EX-4, SHEET 4 FOR GRADING, DRAINAGE, AND EROSION AND SEDIMENT CONTROL NOTES, LEGEND, AND SYMBOLS.



- NOTES:**
1. COMPACTION AND TESTING FOR ALL AGGREGATE BASE/SUBBASE MATERIAL SHALL BE IN ACCORDANCE WITH ISPC SECTION 802.
 2. HOT MIX ASPHALT THICKNESS/DEPTH TO BE PER THE PROJECTS GEOTECHNICAL EVALUATION. USE ISPC 1/2" SP3, PG84-34 FOR ALL ROADS/MAIN DRIVEWAY SURFACES AND ISPC 1/2" SP2, PG58-28 FOR INDIVIDUAL DRIVEWAY APPROACHES TO RESIDENCES.
 3. COMPACTION AND TESTING FOR ALL HOT MIX ASPHALT SHALL BE IN ACCORDANCE WITH ISPC SECTION 810.
 4. SURFACE RESTORATION TO BE PER THE PROJECTS LANDSCAPE PLANS. IF LANDSCAPE PLANS HAVE NOT BEEN PROVIDED BY THE OWNER, SURFACE RESTORATION SHALL INCLUDE 2"-5" OF GRAVEL OR PLACED TOPSOIL REVEGETATED WITH A NATIVE SEED MIXTURE PER AS INDICATED.

C806 TYPICAL PAVING SECTION
 TYP NOT TO SCALE

Path: N:\001\RockyMountain\22012\2012\DWG\DD2012_EX_4_8_PrelimGrading.dwg File Name: 22012_EX_4_8_PrelimGrading.dwg Plot Date: 8/15/2025 3:41 PM User: jphar

NO.	REVISION	BY	DATE	DESIGN
				RFP/GTT
				DRAWN
				RFP
				CHECKED
				GTT
				APPROVED
				GTT

FOR REVIEW ONLY
 NOT FOR
 CONSTRUCTION

CRESTLINE
 ENGINEERS
 323 DEINHARD LANE, SUITE C · PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX

ROCKY MOUNTAIN STORAGE
 VALLEY COUNTY, IDAHO
 PRELIMINARY GRADING, DRAINAGE, AND
 STORMWATER MANAGEMENT PLAN - 3

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING 1"	
PROJECT	22012
DATE	7/28/2025
DRAWING NO.	SHEET NO.
EX-6	6 OF 7

LANDSCAPING NOTES:

1. THE EXISTING SITE VEGETATION CONSISTS OF PASTURE/NATIVE GRASSES. EXISTING VEGETATION SHALL BE MAINTAINED TO THE GREATEST EXTENT POSSIBLE DURING PROJECT CONSTRUCTION.
2. NATIVE CONIFERS, ASPENS/OTHER DECIDUOUS TREES, AND SHRUBS SHALL BE PLANTED AS SHOWN WITHIN THE PROPOSED PLAN AND WILL INCLUDE A MINIMUM SIZE/NUMBER AS INDICATED.
3. CONIFER TREES AS SHOWN, WILL BE SPRUCE, PONDEROSA PINE, OR LARCH, AND SHALL BE 6"-8" TALL MINIMUM.
4. ASPENS OR OTHER DECIDUOUS TREES, WILL POTENTIALLY INCLUDE MAHLE, ASH, OR CANADA RED CHERRY, AND SHALL BE A MINIMUM SIZE OF 5 GALLON. SHOULD IT BE DESIRED BY THE OWNER, DECIDUOUS TREES MAY BE SUBSTITUTED WITH ADDITIONAL CONIFER TREES.

5. SHRUBS TO BE NATIVE TO VALLEY COUNTY AND DROUGHT TOLERANT WHERE PRACTICAL. EXAMPLE SPECIES INCLUDE, BUT ARE NOT LIMITED TO, DOGWOOD, SERVICEBERRY, MOUNTAIN SNOWBERRY, MALLOW HINDBARK, SHIHA, OR SUMAC. SHOULD ADDITIONAL SPECIES BE DESIRED, THE OWNER WILL COMPLETE SELECTION WITH THE HELP OF A LOCAL NURSERY/LANDSCAPER.
6. ALL REMAINING DISTURBED AREAS WILL BE RESEEDING USING A SEED MIXTURE MATCHING EXISTING OR A DROUGHT TOLERANT SEED MIXTURE NATIVE TO VALLEY COUNTY.
7. ALL LANDSCAPED AREAS WITH THE EXCEPTION OF THE AREAS TO BE REVEGETATED WITH A NATIVE SEED MIXTURE SHALL BE WATERED BY A SPRINKLER/DRIP IRRIGATION SYSTEM.

LEGEND:

	PROPERTY BOUNDARY
	EXISTING CONTOUR
	PROPOSED BUILDING FOOTPRINT
	PROPOSED ROAD/DRIVE
	PROPOSED CONIFER (17, 6"-8" TALL)
	PROPOSED ASPEN/OT (35, 5 GALLON)
	PROPOSED SHRUB (42, 2 GALLON)
	PROPOSED LANDSCAPE
	PROPOSED DRAINAGE



Tree List

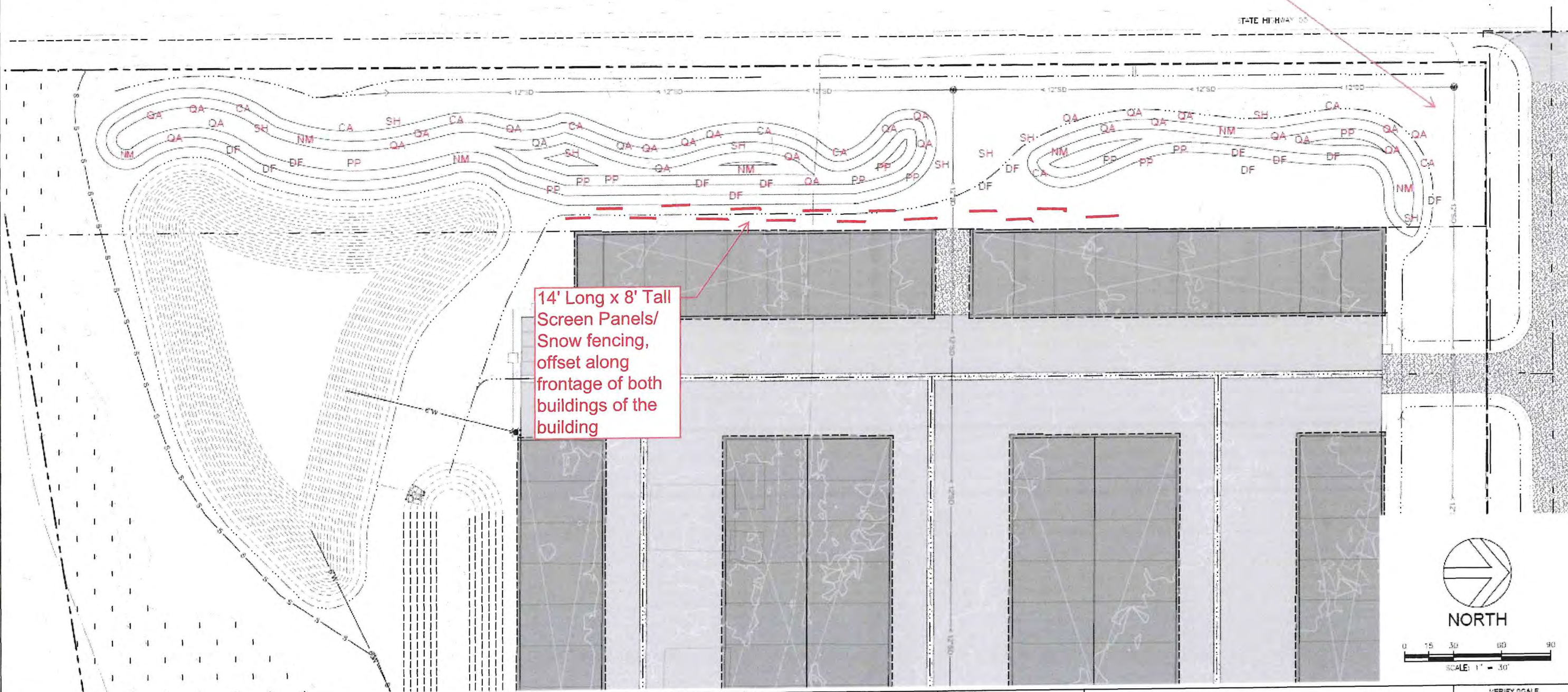
Symbol	Tree Name	QTY
NM	Emerald Lustre® Norway Maple, Size 2.25"	7
SH	'Snowbird' Snowbird Hawthorn, Size 2"	9
CB	Starlite® Crabapple, Size 2"	9
PP	Ponderosa Pine, Size 5'-6' 15	11
QA	Quaking Aspen, Size 2"	26
DF	Douglas Fir, Size 5'-6'	13
	Total trees	75

NOTES:

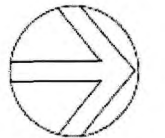
1. REFER TO DRAWING NO. EX-4, SHEET 4 FOR GRADING, DRAINAGE, AND EROSION AND SEDIMENT CONTROL NOTES, LEGEND, AND SYMBOLS.

20- Boulders
Drip irrigation to all trees
Dryland seed in all disturbed areas

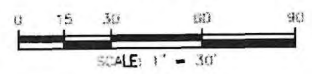
Sign Location



14' Long x 8' Tall
Screen Panels/
Snow fencing,
offset along
frontage of both
buildings of the
building



NORTH



Path: G:\Projects\Rocky Mountain Storage\2022\2022-08-25\2022-08-25_2_Final_Landscaping.dwg - Job Name: 2022-08-25_2_Final_Landscaping.dwg - Job Date: 2022-08-25 14:59:00

NO.	REVISION	BY	DATE	DESIGN
				RFP/ITT
				DRAWN
				RFP
				CHECKED
				GTT
				APPROVED
				GTT

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 McCALL, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX

ROCKY MOUNTAIN STORAGE
 VALLEY COUNTY, IDAHO
 PRELIMINARY LANDSCAPE CONCEPT

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	22012
DATE	7/28/2022
DRAWING NO.	SHEET NO.
EX-7	7 OF 7

OE/AAA Pre-screening Results

Mon Nov 10 2025 09:52:45 GMT-0700 (Mountain Standard Time)

Structure: Commercial Use Building



Latitude	Longitude	Height	Site Elevation	AMSL
44 51 27.42 N	116 05 24.99 W	35	5041	5076
44 51 27.58 N	116 05 16.92 W	35	5040	5075
44 51 22.93 N	116 05 25.28 W	35	5035	5070
44 51 23.63 N	116 05 17.04 W	35	5035	5070

Based on the information you provided, you are not required to file notice with the FAA.



SUB 25-019 Rocky Mountain Storage - Additional Information

From Rob Pair <rpair@crestline-eng.com>

Date Thu 1/15/2026 10:19 AM

To Cynda Herrick <cherrick@valleycountyid.gov>

Cc Lori Hunter <lhunter@valleycountyid.gov>; gtankersley <gtankersley@crestline-eng.com>;
dusty@pinetopmccall.com <dusty@pinetopmccall.com>

 2 attachments (205 KB)

22012_ITDEmail_260113.pdf; VCPZ CUP 25-019 HWY 55 Storage final.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Cynda,

Thank you for the updated notice regarding SUB 25-019. I wanted to provide some additional correspondence related to the outstanding information the commissioners requested.

- Results of traffic impact study
 - An ITD encroachment permit was submitted in late November to ITD. Kittleson and Associates finalized and submitted the traffic impact study to ITD and we have received correspondence from Kendra Conder (see attached email). Based on her feedback we anticipate a formal response from ITD regarding the encroachment permit and traffic analysis prior to the February 12th meeting.
- Comments from Lake Irrigation District
 - I attended the December LID meeting, at which time they had not visited the site to determine an appropriate solution for the delivery ditch that traverses the site. Since the December meeting, LID has visited the site and provided a letter to you (attached) addressing the requirements they have for the development.

Please don't hesitate to reach out should you have any additional questions.

Regards,

Rob

Rob Pair, E.I.T. | Associate Engineer

Crestline Engineers, Inc.

323 Deinhard Lane, Suite C

PO Box 2330 | McCall, Idaho 83638

T 208.634.4140 | C 208.315.7450 | F 208.634.4146

Rob Pair

From: Kendra Conder <Kendra.Conder@itd.idaho.gov>
Sent: Tuesday, January 13, 2026 2:10 PM
To: Rob Pair
Subject: RE: Rocky Mountain Storage Update

Hi Rob,

Yes, we have received it! So sorry for the delayed response... it's just me working on developments for all of SW Idaho so my response times are much slower than I'd like. I'll reach out to the group and let them know it's been received. Barring any major concerns with the analysis, we can get it reviewed prior to the hearing on the 12th.

Kendra Conder

District 3 | Development Services Coordinator
Idaho Transportation Department
Office: 208-334-8377
Cell: 208-972-3190



YOUR Safety *** ► YOUR Mobility *** ► YOUR Economic Opportunity

From: Rob Pair <rpair@crestline-eng.com>
Sent: Tuesday, January 13, 2026 9:21 AM
To: Kendra Conder <Kendra.Conder@itd.idaho.gov>
Subject: Rocky Mountain Storage Update

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good Morning Kendra,

I hope your New Year is off to a great start! I just wanted to reach out real quick and touch base with you on the Rocky Mountain Storage project. I submitted an approach permit on 11/26 and John Ringert provided the Traffic Analysis to you last week (1/8). I was just curious if there was any update on the permit or, if it was in a holding pattern until the study was provided by Kittleson?

I appreciate the time in advance and thanks for the help moving this forward!

Regards,

Rob

Rob Pair, E.I.T. | Associate Engineer

Crestline Engineers, Inc.
323 Deinhard Lane, Suite C

From: Gregg Tankersley <gtankersley@crestline-eng.com>
Sent: Friday, February 6, 2026 4:00 PM
To: Kendra Conder <kendra.conder@itd.idaho.gov>
Cc: Rob Pair <rpair@crestline-eng.com>; dusty@pinetopmccall.com
<dusty@pinetopmccall.com>; jringert@kittelton.com <jringert@kittelton.com>; Cynda Herrick
<cherrick@valleycountyid.gov>
Subject: Rocky Mountain Storage - Access Permit

Hi Kendra,

Thank you for sharing ITD's Staff Report for the Rocky Mountain Storage project. We appreciate all the help and consideration getting to this point. I noticed reference to an access permit on the second page. Not sure if you were aware, but we submitted a Right-of-Way Encroachment Application on 11/26/25 which I have attached to this email including the purchase receipt. Is there any chance that you could investigate it's status and provide a response with an update prior to our meeting next week on the 12th as well?

Thanks again and have a good weekend,

Gregg

Gregg Tankersley, P.E. | Principal Engineer

Crestline Engineers, Inc.

323 Deinhard Lane, Suite C
PO Box 2330 | McCall, Idaho 83638
T 208.634.4140 | C 208.989.1051 | F 208.634.4146
www.crestline-eng.com





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Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

February 6, 2026

John Ringert, P.E.
Kittelson & Associates, Inc.
101 S Capitol Blvd., Ste. 600
Boise, ID 83702

RE: Rocky Mountain Storage - Response to Agency Transmittal for Conditional Use Permit

Dear John,

The Idaho Transportation Department (ITD) has completed our review of the updated project details for Rocky Mountain Storage, as submitted in response to Valley County's Agency Transmittal for a conditional use permit.

Project Summary

The proposed project is located on the east side of SH-55 in Valley County, Idaho, adjacent to the existing bus depot. The project consists of 108 condominium storage units and supporting facilities. Additionally, a turn lane warrant analysis was completed for the project.

ITD Staff Requirements

- Turn Lanes
 - Turn lane warrants were not met for a northbound right-turn lane. Although turn lane warrants were met for peak traffic conditions for a southbound left-turn lane, a number of additional factors warrant consideration when determining the desirability of a left-turn lane. Sight distance is not restricted for approaching vehicles at the proposed access. Additionally, the project proposes a reduction from 3 current accesses down to 1 future joint-use access with the adjoining parcel north of the project site. Reduction in access density has been shown to have an overall positive impact in crash rates, and free flow speed conditions. In addition to traffic conditions, economic feasibility and applicability must also be considered. During the peak traffic flow, the project is estimated to generate 5 trips per hour to the southbound left turn movement. The right-of-way necessary to construct a southbound left-turn lane is not controlled by the project site, potentially resulting in disproportionate costs. For these considerations and others, ITD will not require the developer to install any turn lanes.
- SH-55 Access
 - The project proposes a consolidation of accesses on SH-55. 3 accesses would reduce to 1 under the project's current proposal. ITD supports this approach.
 - Access shall be constructed as a 40' commercial joint-use approach.
 - The approach shall be striped and constructed to limit one lane of egress movement to maintain uninhibited site profiles.

Right-of-Way (ROW) Dedications

- The developer must dedicate right-of-way equal to all land used in the construction highway improvements conditioned in this memo. Additionally, ROW dedication is required for any drainage necessary for the construction and operation of those highway improvements.



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P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

Expiration of Staff Report

- This staff report shall expire one 1 year from the date of issuance. Upon expiration, it shall be the burden of the developer to demonstrate that their project is on schedule to meet the original timelines submitted for full build-out and that no substantial changes to the site plan, or traffic data has occurred. If so demonstrated, staff should automatically renew the staff report with the original conditions. Upon expiration, if a developer cannot demonstrate these requirements staff should perform a new review and may require additional or updated analysis as needed. Additionally, if a staff report expires and ITD projects or other long-range planning efforts become newly applicable, staff should complete a new staff report and may require additional or updated analysis as needed.

Permit Requirements

- Once Civil Plans have been drafted for any work occurring in ITD's Right-of-Way, submit an access permit application via our online permitting tool [here](#).
 - ITD staff will receive the application and all submitted supportive documents, which should include:
 - Civil Plans
 - Parcel Deed
 - Cross-Access or Access Easement, if applicable
 - Traffic Control Plan designed by a certified Traffic Control Supervisor
 - Access and Utility Permits
 - If required, both access and utility permits will need to be reviewed and approved prior to any work in ITD's ROW.

Notices

- This report does not supersede or nullify any local land use requirements or legal property restrictions. Legal property restrictions include but are not limited to easements, access agreements, deed restrictions, plat restrictions, liens or other encumbrances. Removing, modifying, or establishing legal property restrictions is the responsibility of the developer.
- This report does not constitute a permit approval, or denial issued pursuant to IDAPA 29.03.42.
- Any allowance for access/encroachment on a state highway granted in this report is subject to changes in requirements/restrictions, and removal in the future for reasons of safety, capacity, and other ITD planning efforts.

ITD Staff Recommendations are intended to assure that the proposed development will not place an undue burden on the existing State Highway system within the vicinity impacted by the proposed development. Maintaining safety and mobility for Idaho's motorists is of utmost importance to ITD. We appreciate your improvements to livability in McCall, Idaho, as we want all residents to travel safely and efficiently on the highway system.

If you have any questions, feel free to contact me at Brian.Duran@itd.idaho.gov or Kendra Conder, Development Services Coordinator, at (208) 334-8377 or email Kendra.Conder@itd.idaho.gov.

Sincerely,

Brian Duran
Development Services Manager
Idaho Transportation Department | District 3



Thank you!

PURCHASE RECEIPT

ITD Online - District 3

8150 Chinden Boulevard, P.O. Box 8028

Boise ID 83707

(208)334-8300

OTC Local Ref ID: 141872878

11/26/2025 09:08 AM

Your credit card or bank statement will show a charge from Idaho.gov.

Status: APPROVED
 Customer Name: Gregg T Tankersley
 Type: Visa
 Credit Card Number: **** * [REDACTED]

Items	Quantity	TPE Order ID	Total Amount
Approach Permit - Office, 50,000 sq. ft. or more	1	74674536	\$100.00
Applicant Name: Dusty Bitton			
Business Name: Pearson Storage Partners, LLC			
Applicant's Phone Number: [REDACTED]			
Applicant's Email Address: dusty@pinetopmccall.com			
Highway: State Highway 55			
Mile Post Number(s): 140			
Total remitted to the ITD Online - District 3			\$100.00
Tyler Technologies Fee	1	74674536	\$2.50
Total Amount Charged			\$102.50

To offer the convenience of an electronic payment, a service fee has been added to your transaction. This fee goes to our third-party provider, Tyler Technologies. ITD does not keep any portion of this fee.



Right-of-Way Encroachment Application for Approaches or Public Streets

This form initially serves as an **application** for an approach. If approved by ITD, the completed form becomes a **permit**.

Note: Carefully review your application and submit all required documents. Incomplete applications will delay processing.

Applicant Information (Printed in blue or black ink or Typed) is to be completed by either the property owner(s) applying for a permit to encroach within the state highway rights-of-way, or an agency/authorized representative of the property owner(s). The application may be approved, approved with conditions, or denied based on IDAPA 39.03.42 Rules Governing Highway Right-of-Way Encroachments on State Highway Rights-of-Way, and ITD Policies and Procedures. *indicates it may not apply to all projects and may be left blank.

Applicant Information	Property Owners Name (Printed) Pearson Storage Partners, LLC	Mailing Address or P.O. Box PO Box 4110	City McCall	State ID	Zip Code 83638
	E-Mail of Owner or Authorized representative dusty@pinetopmccall.com		Daytime Phone [REDACTED]	Alternate Phone*	
Property Information	Tenant Name (If applicable)* Dusty Bilton	Property Address 14014 Highway 55	City McCall	County Valley	
	Current Property Use* Rural	Current Zoning* Other	Proposed Property Use* Commercial	Proposed Zoning* Other	
	Tax ID/Parcel Number* RP18N03E331807		How is Access Currently Gained? <small>Access is currently gained from a gravel driveway and two separate gravel approaches off of State Highway 55</small>		
Planned Approach	Describe the work being performed and any information ITD should be aware of (Attach sheets if needed) Shared use standard approach permit for parcel RP18N03E330455 (McCall Donnelly School District No. 421) & RP18N03E330455 (Pearson Storage Partners, LLC), consolidating drive approaches from both parcels, to one shared approach within a joint access easement at the parcels boundary line, but predominantly constructed on RP18N03E330455.				Estimated # of Vehicles using approach at full buildout per day per day at peak hour 12
	If this is a proposed change* to an existing approach, check all that apply: <input checked="" type="checkbox"/> Location <input checked="" type="checkbox"/> Width <input checked="" type="checkbox"/> Improve <input type="checkbox"/> Change in Use <input checked="" type="checkbox"/> Consolidate Multiple <input type="checkbox"/> Remove		Type of Approach Requested: <input type="checkbox"/> Farm/Field <input type="checkbox"/> Single Residential <input type="checkbox"/> Multiple Residential <input type="checkbox"/> Commercial One-way <input checked="" type="checkbox"/> Commercial two-way <input type="checkbox"/> Joint Use Commercial <input checked="" type="checkbox"/> Joint Use Residential <input type="checkbox"/> Public Road <input type="checkbox"/> Boulevard <input type="checkbox"/> Other		Approach Width Proposed Without radii/curve (ft) (or actual width if no changes are planned) 28
	Is this a temporary approach? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a new approach? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Planned Start Date* Spring/Summer 2026
					Project End Date* Fall 2026
Required Documents	<input checked="" type="checkbox"/> Payment receipt for the nonrefundable application fee \$50- unless new/expanded development: contact ITD for fee chart.		<input checked="" type="checkbox"/> Deeds, Warranty Deeds, Exchange Deeds or Joint Access Agreements verifying land ownership, access restrictions, legal easements, or access for all affected parcels- <i>If ownership of the property changes during the permit process, a new form must be submitted with new ownership documentation.</i>		
	<input checked="" type="checkbox"/> Photos of the proposed driveway location, including one looking each direction along the highway from the proposed location.		<input type="checkbox"/> Parcel Map * If applicant owns adjacent properties, label all properties owned by applicant.		
Contacts	<input checked="" type="checkbox"/> Plans or civil drawings showing proposed work including: • A map with the location of the existing or proposed approach marked • Shows property lines, with North labeled • Marks exact milepost location to the one-hundredth (0.01) of a mile • Shows the property in relation to the highway, other roads, landmarks • Lane configuration, pavement markings, signs, signals (traffic lights) Approach design, spacing, width and type, with dimensions labeled and drainage plans, if possible, draw to scale.		<input checked="" type="checkbox"/> For commercial, multi-family, subdivision, or public street approaches, you must ALSO include* a site/plot plan, grading and drainage plans. Show the parcel layout, proposed lots, building locations and sizes, parking, internal drive aisles, street layouts. The applicant must contact ITD for roadway alignment or highway project plans when in a project area.		
	<input checked="" type="checkbox"/> A Traffic Control Plan drawn and signed by a certified Traffic Control Supervisor, including certification number.		<input type="checkbox"/> Preliminary Traffic Data at full build out* for new or expanded development		
	Construction Contractor (If known)*	Phone*	E-Mail*		
Consultant (If Applicable)* Cresalino Engineers, Inc.	Phone* (208) 634-4140	E-Mail* rpaul@cresalino-eng.com			
Traffic Control Company (Required) TBD	Phone	E-Mail			

Acceptance and Approval to Work: If the permit application is denied, the applicant will be notified by certified mail of the reason(s) for denial and the process for appealing. The permittee must comply with the **General and Supplemental Requirements** and any additional conditions in the permit approval letter. If permittee does not agree with all conditions in the approval, they may send a written notice to ITD to cancel the application.

By signing this permit, the permit holder or authorized representative certify that they have been made aware of and agree with all requirements of the permit, including any and all restrictions and further agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.

Property Owner/Authorized Representative's Signature X	Company Name (If applicable)	Date
Idaho Transportation Department Authorized Representative's Signature X	Title	Date

Subject to all terms, conditions, and provisions of this permit, with attachments & addendums, permission is granted to work in the State Highway right of way.



Instrument # 447746
VALLEY COUNTY, CASCADE, IDAHO
01-31-2022 15:22:50 No. of Pages: 2
Recorded for: AMERITITLE - PAYETTE
DOUGLAS A. MILLER Fee: \$16.00
Ex-Officio Recorder Deputy: AMF
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 506646AM

FOR VALUE RECEIVED

Robert S Goff and Jean Goff, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

BP Properties LLC, an Idaho Limited Liability Company

whose current address is:

PO Box 4110
McCall, ID 83638

the grantee(s), the following described premises, in Valley County, Idaho, TO WIT:

A parcel of land situate in the SE ¼ of the NE ¼ of Section 33 Township 18 North Range 3 East, B.M., Valley County, Idaho, more particularly described as follows:

**Commencing at the Northwest corner of Lot 1 Knob Hill Estates Subdivision as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book 6, Page 35 of Plats, a 5/8 rebar, thence, North 0°17'31" East., 246.43 feet along the easterly right-of-way line of State Highway 55 to a 5/8" rebar, The Real Point of Beginning
Thence, North 80°41'54" East, 484.00 feet to a 5/8" rebar,
Thence, North 5°48'34" West, 125.57 feet to a 5/8" rebar,
Thence, North 55°20'31" East, 515.30 feet to a 5/8" rebar,
Thence, South 50°13'55" East, 191.38 feet to a 5/8" rebar on the northwesterly boundary of Lot 9 in said Knob Hill Estates Subdivision,
Thence, North 30°34'15" East, 435.95 feet along the northwesterly boundary of said Knob Hill Estates Subdivision to a 5/8" rebar,
Thence North 43°16'03" East, 44.83 feet, along said northwesterly boundary to its intersection with the easterly line of said SE ¼ NE ¼, a 5/8" rebar,
Thence, North 0°49'11" East, 137.90 feet to the northeast corner of said SE ¼ NE ¼, a 5/8" rebar,
Thence South 89°53'02" West, 1285.65 feet along the northerly line of said SE ¼ NE ¼ to its intersection with the easterly right-of way of State Highway 55, a 5/8" rebar;
Thence South 0°17'31" West 917.06 feet to the Point of Beginning.
Bearings based on State Plane Grid Azimuth.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 26, 2022

Robert Goff
S

Jean Goff

State of Idaho } ss
County of Valley }

S

On this 26th day of January, 2022, before me, Brenna Spade a Notary Public in and for said state, personally appeared Robert Goff and Jean Goff, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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

Brenna Spade

Notary Public for the State of Idaho
Residing at: Donnelly, ID
Commission Expires: 6/16/2023

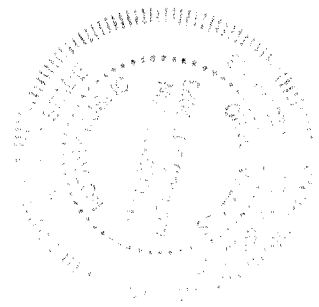
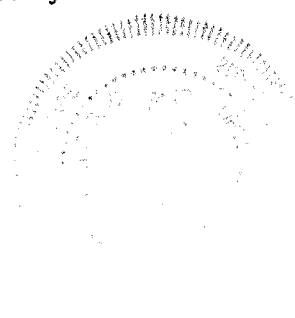




Photo 1 – North of approach looking south (11/20/25)



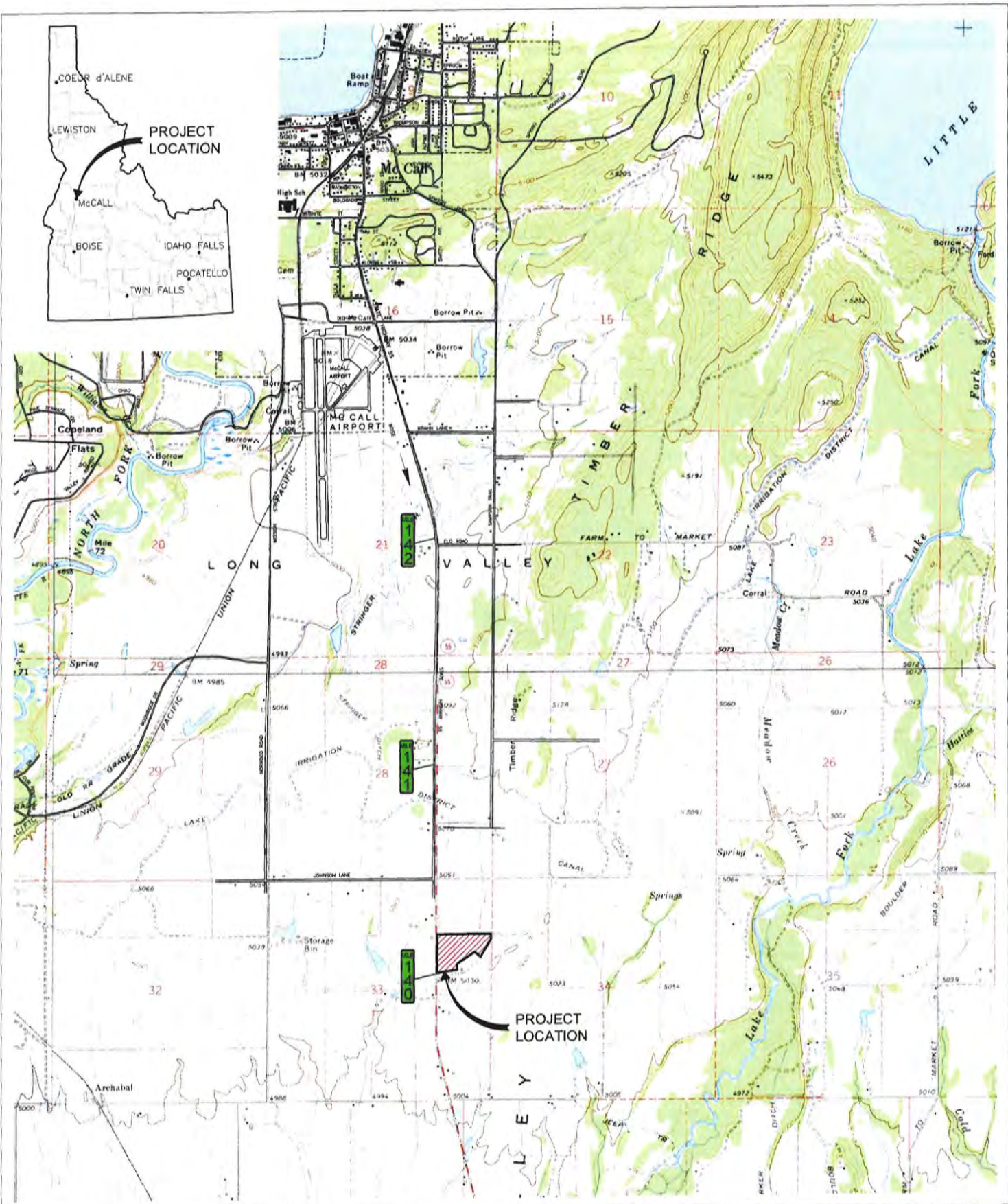
Photo 2 - South of approach looking north (11/20/25)



Photo 3 – West of approach looking east (11/20/25)



Photo 3 – East looking west away from approach (11/20/25)



NORTH
SCALE: 1" = 3000'

CRESTLINE ENGINEERS

323 DEINHARD LANE, SUITE C · PO BOX 2330
MCCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

ROCKY MOUNTAIN STORAGE VICINITY MAP

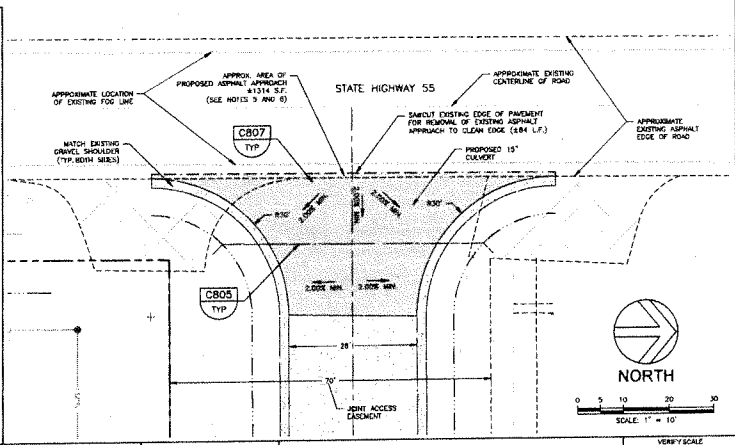
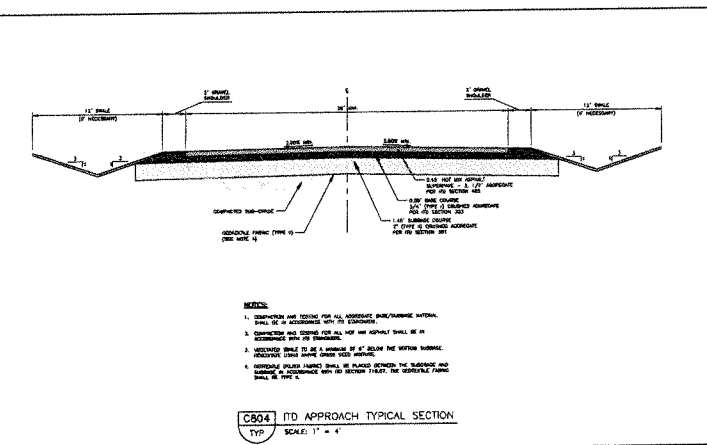
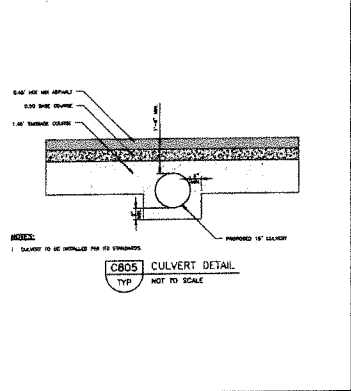
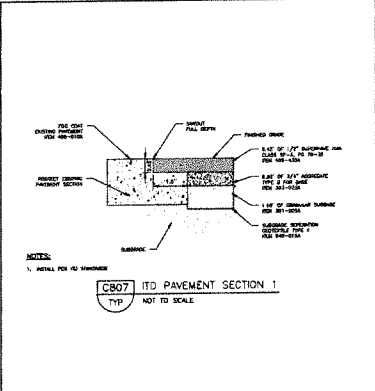
PROJECT	22012	DRAWN	FIGURE NO.
DATE	11/18/2025	TMS	1 OF 1

NOTES:

- EXISTING SITE INFORMATION INCLUDING THE LOCATION OF EXISTING SITE CONDITIONS, SURFACE TOPOGRAPHY, AND PROPERTY BOUNDARIES PROVIDED BY SURVEY DATA SURVEYS, AND THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR'S CONSTRUCTION SURVEY PRIOR TO THE START OF ANY PROJECT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL CONSTRUCTION STAKES.
- THE PROPOSED DRIVE APPROACH SHALL BE CONSTRUCTED WITHIN THE PROPERTY BOUNDARY/RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- CONTRACTOR TO ADHERE TO PROJECT SPECIFIC ITS PERMIT REQUIREMENTS.
- THE DRIVE APPROACH MUST SLOPE AWAY FROM THE HIGHWAY AT A MINIMUM OF 2% EXISTING GRADE WITHIN THE RIGHT-OF-WAY AND ON PRIVATE PROPERTY SHALL BE MODIFIED TO ACCOMMODATE AND MAINTAIN POSITIVE DRAINAGE.
- APPLICANT WILL PAY TO THE END OF APPROACH RADIUS OR RIGHT-OF-WAY PROPERTY BOUNDARY, WHICH EVER IS SHORTER, AT A MINIMUM.
- ASPHALT APPROACH SHALL BE CONSTRUCTED PER ITS STANDARD DRAWING NO. 405-1 AND ALL ITS STANDARDS.

LEGEND:

- PROPERTY BOUNDARY/RIGHT-OF-WAY
- EXISTING EDGE OF ASPHALT HIGHWAY
- PROPOSED ASPHALT APPROACH
- EXISTING APPROACH TO BE REMOVED



NO.	REVISION	BY	DATE	DESIGN	REF.

C804 ITO APPROACH TYPICAL SECTION
 TYP. SCALE: 1" = 4'

FOR REVIEW ONLY
 NOT FOR
 CONSTRUCTION

CRESTLINE ENGINEERS
 323 DEINHARD LANE, SUITE C - PO BOX 2330
 MCCALL, IDAHO 83638
 208.834.4140 • 208.834.4146 FAX



ROCKY MOUNTAIN STORAGE
 VALLEY COUNTY, IDAHO
 ITO DRIVE APPROACH

VERIFY SCALE	
PROJECT	20612
DATE	1/20/2019
DRAWING NO.	SHEET NO.
EX-1	1 OF 2

From: Dusty Bitton <dusty@pinetopmccall.com>
Sent: Tuesday, February 10, 2026 1:50 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: Rob Pair <rpair@crestline-eng.com>; Lori Hunter <lhunter@valleycountyid.gov>
Subject: Re: SUB 25-019 Updated Information

Cynda

We will be installing 5'-8' trees

A well will be drilled for the bathrooms and irrigation for the landscaping and berm along HWY 55. The controls and power for this will be housed in the next storage unit building built along the road in the common bathroom area.

I am open to ideas if you have any for the buildings.

Here is what we have done so far

- Make sure that there the building along the road has the lowest part of the building facing the road
- Used earth toned colors to match the surroundings
- Used 2 earth tones colors on the buildings to break up the large HWY facing walls
- Used a differen't color on the fascia and trim to also break up the larger walls
- Removed a bulding along the run of buildings along HWY 55 to give a break along the length of the building
- An irrigated, undulating landscaped berm with boulders and trees intermixed with native grasses. We are required to have 33 trees we have proposed 75.
- We have also proposed 14' x 8' tall screening walls as per the plan. These would be stained a natural earth toned color.

Please let me know if you need more details or have any other questions.

On Tue, Feb 10, 2026 at 11:12 AM Cynda Herrick <cherrick@valleycountyid.gov> wrote:

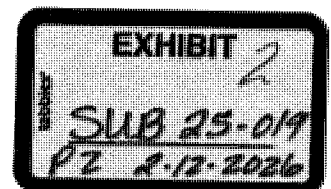
Thanks Rob...

What size of trees will be planted?

Will there be a watering system?

Is there anyway to put some interesting architecture features on the buidings to break up the monotony?

Cynda Herrick, AICP, CFM
Valley County
Planning and Zoning Director
Floodplain Coordinator
PO Box 1350
Cascade, ID 83611
(208)382-7116



“Live simply, love generously, care deeply, speak kindly, and leave the rest...”

*S*ervice *T*ransparent *A*ccountable *R*esponsive

From: Rob Pair <rpair@crestline-eng.com>
Sent: Tuesday, February 10, 2026 10:56 AM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: Lori Hunter <lhunter@valleycountyid.gov>;
dusty@pinetopmccall.com <dusty@pinetopmccall.com>
Subject: SUB 25-019 Updated Information

Good morning Cynda,

Attached is a compiled PDF of some different perspectives from the landscape architectural renderings. We wanted to provide these to you as additional visual aids in order to demonstrate the effectiveness to break up/ screen the buildings along State Highway 55 with the proposed landscaping and wooden fences.

I have also provided CCR's that were recorded for the McCall Valley Storage Condos as a draft set of CCR's for our project, which we can then tailor specific items to the development, as necessary. We hope that this helps address some of the questions and comments raised in the staff report.

Best Regards,

Rob

Rob Pair, E.I.T. | Associate Engineer
Crestline Engineers, Inc.
323 Deinhard Lane, Suite C
PO Box 2330 | McCall, Idaho 83638
T 208.634.4140 | C 208.315.7450 | F 208.634.4146
www.crestline-eng.com

LANDSCAPING NOTES:

1. THE EXISTING SITE VEGETATION CONSISTS OF PASTURE/NATIVE GRASSES. EXISTING VEGETATION SHALL BE MAINTAINED TO THE GREATEST EXTENT POSSIBLE DURING PROJECT CONSTRUCTION.
2. NATIVE CONIFERS, ASPENS/OTHER DECIDUOUS TREES, AND SHRUBS SHALL BE PLANTED AS SHOWN WITHIN THE PROPOSED PLAN AND WILL INCLUDE A MINIMUM SIZE/NUMBER AS INDICATED.
3. CONIFER TREES AS SHOWN, WILL BE SPRUCE, PONDEROSA PINE, OR LARCH, AND SHALL BE 6'-8" TALL MINIMUM.
4. ASPENS OR OTHER DECIDUOUS TREES, WILL POTENTIALLY INCLUDE MAPLE, ASH, OR CANADA RED CHERRY, AND SHALL BE A MINIMUM SIZE OF 5 GALLON. SHOULD IT BE DESIRED BY THE OWNER, DECIDUOUS TREES MAY BE SUBSTITUTED WITH ADDITIONAL CONIFER TREES.

5. SHRUBS TO BE NATIVE TO VALLEY COUNTY AND DROUGHT TOLERANT WHERE PRACTICAL. EXAMPLE SPECIES INCLUDE, BUT ARE NOT LIMITED TO, DOGWOOD, SERVICEBERRY, MOUNTAIN SNOWBERRY, MALLOW NINEBARK, SHREA, OR SUMAC. SHOULD ADDITIONAL SPECIES BE DESIRED, THE OWNER WILL COMPLETE SELECTION WITH THE HELP OF A LOCAL NURSERY/LANDSCAPER.
6. ALL REMAINING DISTURBED AREAS WILL BE RESEEDED USING A SEED MIXTURE MATCHING EXISTING OR A DROUGHT TOLERANT SEED MIXTURE NATIVE TO VALLEY COUNTY.
7. ALL LANDSCAPED AREAS WITH THE EXCEPTION OF THE AREAS TO BE REVEGETATED WITH A NATIVE SEED MIXTURE SHALL BE WATERED BY A SPRINKLER/D RIP IRRIGATION SYSTEM.

LEGEND:

	PROPERTY BOUNDARY
	EXISTING CONTOUR
	PROPOSED BUILDING FOOTPRINT
	PROPOSED ROAD/DRIVE
	PROPOSED CONIFER 1 (17, 6'-8" TALL)
	PROPOSED ASPEN/OT (35, 5 GALLON)
	PROPOSED SHRUB (42, 2 GALLON)
	PROPOSED LANDSCAPE
	PROPOSED DRAINAGE



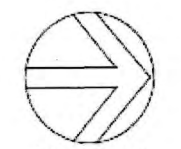
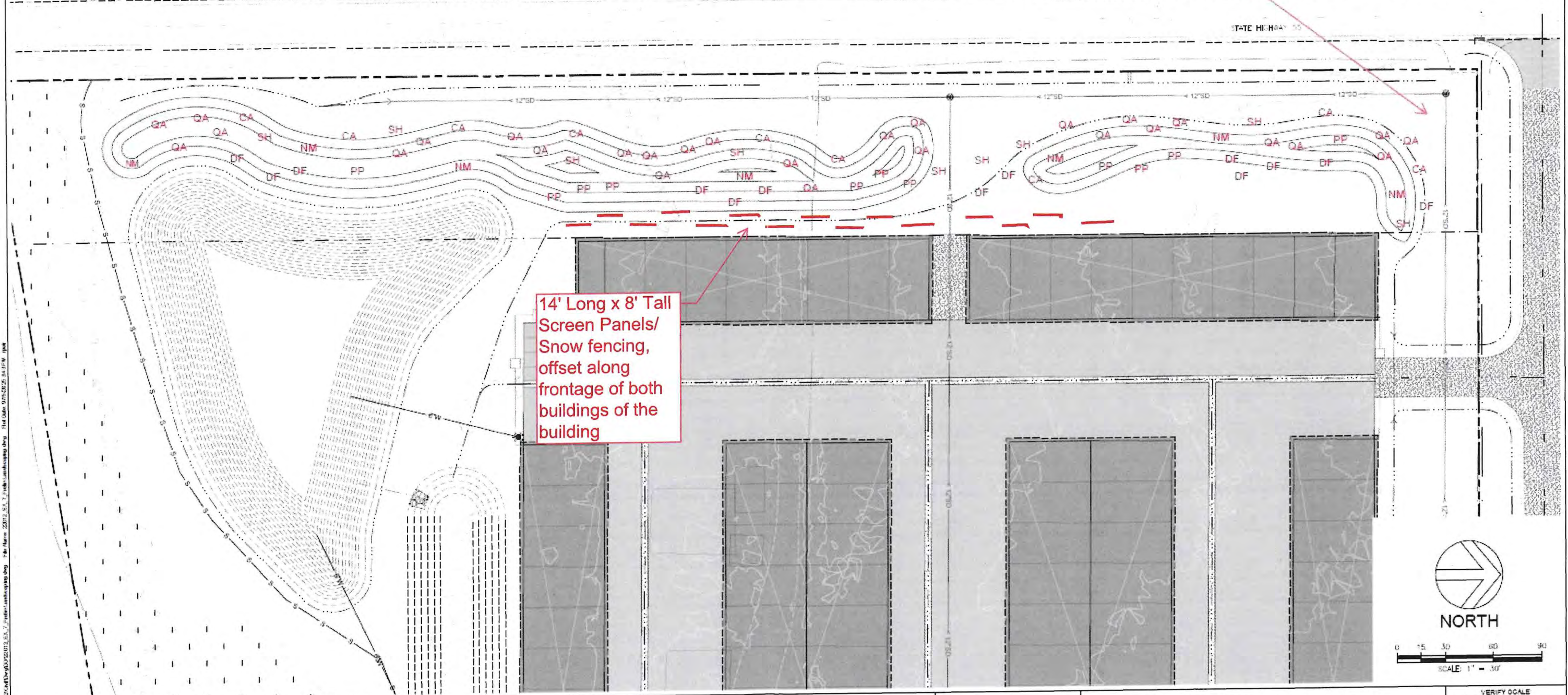
Tree List

Symbol	Tree Name	QTY
NM	Emerald Lustre® Norway Maple, Size 2.25"	7
SH	'Snowbird' Snowbird Hawthorn, Size 2"	9
CB	Starlite® Crabapple, Size 2"	9
PP	Ponderosa Pine, Size 5'-6" 15	11
QA	Quaking Aspen, Size 2"	26
DF	Douglas Fir, Size 5'-6"	13
	Total trees	75

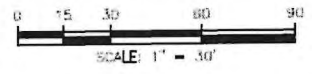
NOTES:

- 1. REFER TO DRAWING NO. EX-4, SHEET 4 FOR GRADING, DRAINAGE, AND EROSION AND SEDIMENT CONTROL NOTES, LEGEND, AND SYMBOLS.
- 20- Boulders
Drip irrigation to all trees
Dryland seed in all disturbed areas

Sign Location



NORTH



NO.	REVISION	BY	DATE	DESIGN
				RFP/GTT
				DRAWN
				RFP
				CHECKED
				GTT
				APPROVED
				GTT

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ROCKY MOUNTAIN STORAGE
 VALLEY COUNTY, IDAHO
 PRELIMINARY LANDSCAPE CONCEPT

VERIFY SCALE	
DATE IS ONE INCH ON FULL SIZE DRAWING	
PROJECT	22012
DATE	7/28/2023
DRAWING NO.	SHEET NO.
EX-7	7 OF 7





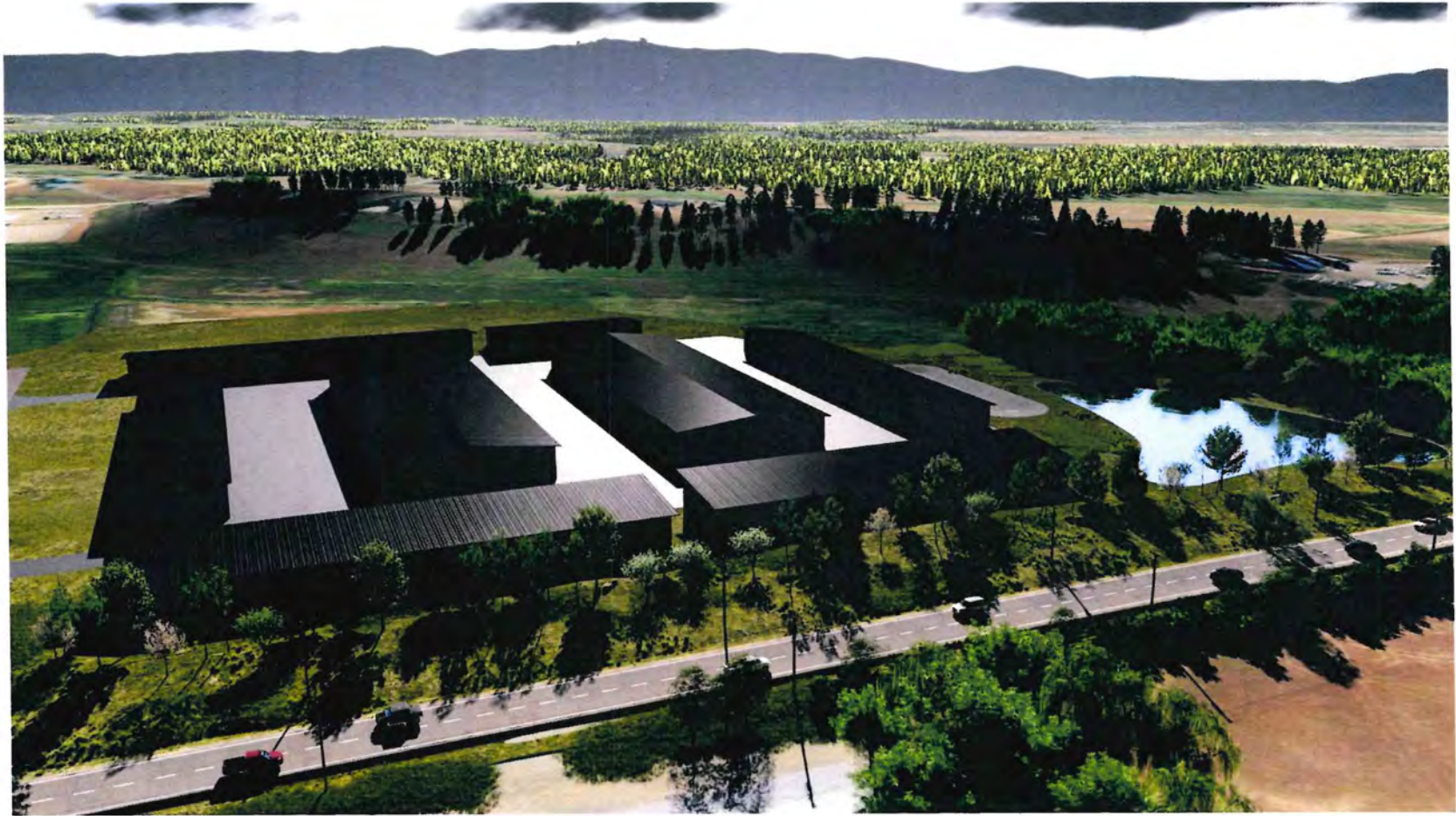




































**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MCCALL VALLEY STORAGE CONDOMINIUMS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by M2 Ventures LLC, an Idaho limited liability company (hereinafter "Declarant"), effective as of the date signed by Declarant below.

RECITALS

A. Declarant is the Owner of certain real property in McCall, Valley County, Idaho (the "Property"), which is the subject of that certain Plat for MCCALL VALLEY STORAGE CONDOMINIUMS, recorded in Book 13, Page 64, Book of Plats, Instrument Number 428465, at the office of the Valley County Recorder, Cascade, Idaho, (the "Project").

B. Declarant is the owner of all forty (40) of the Units shown on the Plat and located within the Project, which is known as the McCall Valley Storage Condominiums.

ARTICLE 1 - DECLARATION

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

ARTICLE 2 - DEFINITIONS

Articles: "Articles" shall mean the Articles of Incorporation of the Association.

Assessments: "Assessments" shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Association: "Association" shall mean the McCall Valley Storage Condominiums Property Owners' Association.

Association Rules: "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the property which is under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

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

Building: "Building" shall mean the structures built on the Property as depicted on the Plat and which contain all the Units.

Bylaws: "Bylaws" shall mean the Bylaws of the Association.

Common Area: "Common Area" shall mean all of the Property and Buildings, except the Units, including, without limiting the generality of the foregoing, the following components:

(a) All units identified as "CU" or "Open Space" on the Plat, including but not limited to the office located at the east end of Building 1; and,

(b) All portions of the Buildings not defined herein as Units (including, but not by way of limitation, the foundation, columns, girders, beams, supports, perimeter and supporting walls, roofs, entrances and exits, and the mechanical installations of the Buildings consisting of the equipment and materials making up any central services such as power, light, water, sewer, and heating which exist for use by one or more of the Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith); and

(c) All other apparatus, installations, and equipment in, affixed to or connected to the Buildings existing for the use of one or more of the Owners; and,

(d) Exclusive Use Common Areas (EUCAs) as defined in this Article 2.

The Common Areas shall be owned by the Owners of the separate Condominium Units, each Owner of a Condominium Unit having an undivided interest in the Common Areas as provided below at Section 3.1.

Condominium Units (also referred to herein as "Units"): The separate fee simple interest in a unit as depicted on the Plat, as bounded by the interior surfaces of the perimeter walls, ceiling, windows, and doors thereof, together with all fixtures and improvements therein contained, together with an undivided pro-rata interest in the Common Area based upon the relative square footage of all of Units in the McCall Valley Storage Condominiums, as shown at the attached **Exhibit A**. Notwithstanding such markings, the following are not part of a Unit: bearing walls, columns, and foundations, pipes, vents, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit.

Declarant: "Declarant" shall mean M2 Ventures LLC, and any successor bulk purchaser of Units whom is designated in writing recorded with the Office of Recorder of Valley County, Idaho by M2 Ventures LLC as a successor Declarant.

Declaration: "Declaration" shall mean this Declaration as it may be amended from time to time.

Exclusive Use Common Area or EUCA: "Exclusive Use Common Area" or "EUCA" shall mean those parts of the Common Areas which are limited to and reserved for the use of the Owners of one or more, but fewer than all, of the Condominium Units. Because of the nature of construction of this Project, there are no EUCAs included at the present time. It is anticipated, however, that owners of adjacent Units may want to remove all or a portion of the

common wall pursuant to Section 3.12 below. The portion of the common wall removed that is designated as Common Area pursuant to this Declaration shall be designated as a "Common Wall EUCA".

Improvement: "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 Project, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational Facilities, and fixtures of any kind whatsoever.

Member: "Member" shall mean every person or entity who is a record Owner of a fee interest in any Unit.

Owner: "Owner" shall mean the person or other legal entity, including Declarant, holding fee simple title of record to a Condominium Unit and buyers under executory contracts of sale, but excluding those having an interest merely as security for the performance of an obligation.

Person: "Person" shall mean any individual, partnership, corporation or other legal entity.

Plat: "Plat" shall mean any condominium plat 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.

The Property: The real property which is the subject of the Plat.

The Project: The real property and all buildings and other improvements located on the Property.

Transfer of Control Date: "Transfer of Control Date" shall have the meaning defined at Section 7.6.

ARTICLE 3 - NATURE AND INCIDENCE OF UNIT OWNERSHIP

3.1 Estates of an Owner: The project is hereby divided into forty (40) Condominium Units, each consisting of a separate interest in the Unit and an undivided interest in common in the Common Area. Each aforesaid Unit's percentage of Ownership interest in the Common Area shall be pro-rata based upon the relative square footage of all of Units in the McCall Valley Storage Condominiums, as shown at the attached **Exhibit A**.

3.2 Description of Units: Every contract for the sale of a Unit and every other instrument affecting title to a Unit shall describe the Unit by the number shown on the plat for the Project, which is filed of record with the Office of Recorder, Valley County, Idaho, in the following manner: Unit # _____, as shown on the official plat of the McCall Valley Storage Condominiums, as the same is filed of record with the Office of Recorder, Valley County, Idaho, as Instrument # _____, and subject to the Declaration of Covenants, Conditions and Restrictions for McCall Valley Storage Condominiums, which is filed of record with the Office of Recorder of Valley County, Idaho, as Instrument # _____.

Such description shall be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area, and incorporate all the rights incident to Ownership of a Unit and all the limitations of such Ownership as described in this Declaration.

3.3 Title: Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

3.4 Inseparability: No part of a Unit or of the legal rights comprising Ownership of a Unit may be separated from any other part thereof, or further divided and shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit.

3.5 Partition not Permitted: The Common Area shall be owned in common by all Owners of Units and no Owner may bring any action for partition thereof.

3.6 Undivided Interest: The undivided interest which is herein established and to be conveyed with the respective Units can not be changed and shall not be separated or separately conveyed. Each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

3.7 Owner's Right to Common Area: Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use the Common Area.

3.8 Taxes and Assessments: Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Unit, together with the Owner's undivided interest in the Common Area. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against the Unit, or interest therein, or his/her interest in the Common Area. Each Owner shall pay all taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his/her interest in the Common Area, such payment to be made to the Association no later than thirty (30) days after notice thereof is given by the Association to the Owner. Such payment may be paid on a monthly basis if allowed by the Association. Each such unpaid tax or assessment shall bear interest at the rate of twelve percent (12%) per annum from and after the time the same becomes payable by each Owner and shall be secured by lien as provided for in Article 8 herein.

3.9 Owner's Right with Respect to Interiors: The Owner of each Unit shall have the exclusive right to paint, repair, tile, wash, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceiling, floors, and doors forming the boundaries of his/her Unit and all walls, ceilings, floors and doors within such boundaries.

3.10 Unit Maintenance. The Owner of each Unit shall, at the sole expense of such Unit Owner, have the right and the duty to keep the interior of such Owner's Unit and the equipment and appurtenances within such Unit, together with exterior doors, in good order, condition and repair and shall perform all interior maintenance necessary to maintain the good appearance and condition of such Unit. The Owner of each Unit shall be responsible for the maintenance, repair or replacement of any heaters, electrical fixtures and lights which may be in or connected with the Owner's Unit, unless the same have been defined as Common Area. See also Section 4.16 with regard to maintenance of Exterior Doors.

3.11 Unit Alterations. It is the concurrent responsibility of the Association and each Unit Owner to insure the continuing structural integrity of each of the buildings within the Condominium. The construction characteristics of the buildings do not permit the addition of loads, except as are specifically engineered and approved in accordance with the provisions of the Uniform Building Code. It is also anticipated, however, that individual Unit Owners may elect, at the Unit Owner's sole and separate cost, to erect storage lofts within their Units. Accordingly, it shall be permissible for a Unit Owner to make alterations to the interior of such Owner's Unit that do not adversely affect the continuing structural integrity of each of the buildings within the Condominium; provided, however, that such alterations shall be absolutely subject to the limitation that no alteration shall be allowed which causes an adverse effect upon the Common Area or the structural integrity of any Unit. Accordingly, the Declarant and the Board shall provide to each Owner specifications concerning permissible interior alterations to Units, and no such alterations shall be made except which are in compliance with such specifications. Each Unit Owner is required to notify the Board of all improvements by the Unit Owner to such Owner's Unit which cost in excess of \$2,500.00. Furthermore, any Unit Owner who makes alterations to his Unit shall be liable for any damage caused as a consequence thereof to any other Unit or to any Common Area.

3.12 Removal of Common Wall Between Adjacent Units.

(a) Where two adjacent Units are owned by the same Owner, such Owner may completely or partially remove the common wall between such Units, with the prior approval of the Board and in accordance with Section 3.11 above.

(b) Any portion of the common wall that is removed that is designated as Common Area in this Declaration will be considered a "Common Wall EUCA" for use solely by the owner of the adjacent Units for so long as such common wall is removed.

(c) The removal of all or part of a common wall will not result in a combination of the two adjacent Units for platting purposes. There will still be two separate Units. The Owner of the Units will pay separate assessments on each Unit, and will have a vote for each Unit.

(d) The adjacent Units must be owned by the same Owner, and cannot be separately owned as long as the common wall is at least partially removed.

(e) At such time as any Owner of two Units for which the common wall has been entirely or partially removed wants to reconstruct the common wall, such Owner shall obtain prior approval of the Board and shall comply with the provisions of Section 3.11 above.

3.13 Owner's Right with Respect to EUCA's: Each Owner shall have the exclusive right to the use of any Common Wall EUCA associated with their Units, and shall maintain the Common Wall EUCA as part of their Units.

3.14 Easement for Encroachments: If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance, repair, and replacement of the same is hereby created in favor of the Association.

3.15 Easements for Access for Repair, Maintenance and Emergencies: Some of the Common Area are or may be located within the Units or may be conveniently accessible through the Units. The Association is hereby granted an irrevocable easement for purposes of access to

and through each Unit, during reasonable hours and as necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area, or to another Unit or Units. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area, or as a result of emergency repairs within another Unit at the insistence of the Association, shall be an expense of the Association; provided, however, that if such damages result from the negligence of the Owner of the Unit, then such Owner shall be responsible for all of such damages.

3.16 Owner's Right to Ingress and Egress and Support: Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for the access to his/her Unit, and shall have the right to the horizontal and lateral support of his/her Unit, and such right shall be appurtenant to and pass with the title to each Unit.

3.17 Association's Right to Use and Management of Common Area: The Association shall have a non-exclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration. The Association shall have the exclusive right to manage and control the Common Area, subject to the Owners' right of use thereof.

3.18 Restriction on Exterior Construction: No building, fence, wall, or other structure or improvement shall be commenced, erected, altered, or maintained upon the Project, nor shall any exterior additions thereto or change or alteration therein be made until and without the express prior written consent of the Board of Directors, which consent can be withheld for any reason. This Article shall not affect or in any way be applicable to the Declarant, insofar as the Declarant's full development and construction of the Project is concerned. The Association shall have exclusive control over and responsibility for maintenance and repair of the Common Area, including without limitation the maintenance and painting of any visible exteriors of the Building.

3.19 Easements Deemed Created: All conveyances or encumbrances of Units hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are defined hereinabove, even though no specific reference to such easements or to these declarations appears in such conveyance.

3.20 Utilities: Irrespective of the designation of central utility services as Common Area at Article 2 above, Declarant and/or the Association have not agreed to provide any central utility services (other than electrical power) and shall not be obligated to provide or assure delivery or maintenance of any service utility; provided, that a common trash collection service will be provided as described at Section 4.13.

ARTICLE 4 - GENERAL AND SPECIFIC RESTRICTIONS

4.1 Storage Purposes. The Units shall be used for Authorized Storage purposes only, by the Owner thereof, or by those utilizing the Unit pursuant to a lease or rental agreement with the Owner or otherwise under a grant of authority from the Owner. Any such use of the Units and the Common Area shall be carried on in strict compliance with the permissible uses authorized by this Declaration, and no activity shall be carried on which would constitute a violation of any term or condition of this Declaration.

A. Personal Storage. Authorized Storage shall mean storage of personal property owned by the Owner or Lessee of the Unit for personal use, to include vehicles, recreational vehicles, boats and campers, together with storage of personal property that is incidental to the Permissible Uses of a Unit, provided that the ownership of that personal property is lawful, and further providing that storage of that personal property is not an improper storage of a "hazardous material " as is defined under any applicable law of the State of Idaho or the United States, and further that the storage is not incidental to a Prohibited Use.

B. Business Storage. Authorized Storage shall also include storage of business property owned by the Owner or Lessee of the Unit for business use, to include inventory and equipment, together with storage of business property that is incidental to the Permissible Uses of a Unit, provided that the ownership of that business property is lawful, and further providing that storage of that business property is not an improper storage of a "hazardous material " as is defined under any applicable law of the State of Idaho or the United States, and further that the storage is not incidental to a Prohibited Use, including but not limited to the operation of a retail or wholesale outlet out of the Unit, manufacturing or assembly, or repairs, as restricted at Sections 4.3(A), (B) and (C) below. The purpose of storage of business property is clearly for storage. A business is not to be operated out of the Unit. The Board shall have the right to develop additional Rules and Regulations with regard to the frequency of access to any Unit for business purposes.

4.2 Permissible Uses. In conjunction with the passive activity of this type of storage, it is also expressly provided that the following shall be deemed to be permissible uses of Units.

A. Maintenance. Any Owner or tenant may engage in routine maintenance on any boat, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored within his Unit; provided, however, that no such routine maintenance may be engaged in for profit, nor may the same be conducted in a manner which will pose any risk to any other Unit and/or to any portion of the Common Area; further provided that no routine maintenance shall be conducted outside the Unit and all waste products or by-products of that routine maintenance, if properly conducted in the Unit, including but not limited to start up gasoline not fully placed in the storage container in the boat or vehicle or equipment, and all waste oils, waste anti-freeze, petroleum cleaning products, cleaning rags and containers, shall be fully removed from the Unit by the Owner or tenant and shall be lawfully disposed of by the Owner or tenant at the end of each and every routine maintenance session. Routine maintenance products or by-products shall not be stored in a Unit.

B. Inventory Turnover and Assessment. Any Owner or tenant may utilize his Unit for the storage of any permissible item of inventory and/or supplies used in a lawful trade or business, may add to or withdraw from storage such inventory and/or supplies, or any part thereof, as and when required, and may take count of such inventory and/or supplies at all such times as may be deemed necessary.

C. Business and Personal Records. Any Owner or tenant may utilize his Unit for the storage of any business and personal records, and any Owner or tenant may

conduct such reviews of such records as may be deemed to be required by such Owner or tenant at all such times as be deemed necessary.

4.3 Prohibited Uses. It is the explicit purpose of the Project that it shall be used and maintained as a first-class storage facility for the mutual benefit of each of the Owners. Any commercial or personal activity which creates waste, uncleanliness, continuous excess noise, unacceptable risks and/or public intrusion is prohibited. Accordingly, it is expressly provided that the following (in addition to the foregoing un-Authorized Storage or un-Permissible Uses) shall be deemed to be prohibited uses of Units, and any use of a Unit in violation of the provisions hereof shall permit Declarant, while in control, and thereafter the Association, without notice to the Owner, to assess such Owner with such penalties as shall be adopted by Declarant and thereafter by the Board for a violation of the provisions hereof and to commence an action seeking injunctive relief and damages accruing as a consequence thereof:

A. Retail or Wholesale Outlet. No Owner or tenant may utilize his Unit as a retail or wholesale outlet for the sale of goods or services to any third party, and no Owner or tenant may permit potential customers of such goods or services to enter the boundaries of the Project for such purpose. Notwithstanding the foregoing, nothing herein shall prohibit the owner of an item of personal property held for personal use, such as a boat, automobile, truck, recreational vehicle or other personal vehicle from showing such item for sale while in storage in a Unit on a casual basis only.

B. Manufacture or Assembly. No Owner or tenant may utilize his Unit as a place of manufacture or assembly of any item or combination of items, however characterized or conceived, for resale or for profit. Furthermore, no assembly of items for personal use, incident to an otherwise permissible use, may be conducted in a manner which will pose any risk to any other Unit and/or a use of or risk to any portion of the Common Area to the extent that the use is not otherwise specifically allowed under this Declaration.

C. Repair Activity. No Owner or tenant may utilize his Unit as a place of business, whether primary or secondary, for the conducting of repair or maintenance activities and/or services of any sort, however characterized or conceived, for profit.

D. Noxious Activity. No Owner or tenant may utilize his Unit so as to cause an unacceptable level of noise, vibration, odor, garbage or other waste, the precise levels of which shall be determined by the Board, and which may be more restrictive than levels established by the City of McCall or the County of Valley, Idaho.

E. Storage of Hazardous Substances. No Owner or tenant may utilize his Unit for the storage of any substance or material defined or designated as hazardous, radioactive or toxic by any applicable federal, state or local statute, ordinance or regulation now in effect or hereafter promulgated; provided, however, that any fuels or other liquids contained within any boat, mobile home, motor home, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored within a Unit shall be deemed permitted even if so defined, so long as such fuels or other liquids are necessary for the operation thereof and are lawfully contained within such item of personal property for such purpose.

F. High Piled Combustible Storage. No Owner or tenant shall store combustible materials in closely packed piles or on pallets or on racks or on shelves where the top of that high piled storage is greater than twelve (12) feet in total height. Additionally, when required by a fire code official, if the high piled combustible materials also include certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets and similar products, then that high piled storage use shall be limited to six (6) feet of total high piled height.

G. Residential Use. No Owner or tenant may utilize his Unit, or permit another to use such Unit, for residential purposes.

H. Animals. No Owner (or Lessee) shall use a Unit to shelter any animal, whether or not that animal is a pet, and whether or not such a shelter is temporary only. "Shelter" shall mean any event where an animal is left in a Unit or within the Project unattended by a Unit Owner (or Lessee). Furthermore, no Owner (or Lessee) shall use a Unit to kennel animals, whether or not such use has a commercial purpose.

I. No RV Dump. There will be no RV dump in the Project, and no sewage shall be dumped anywhere in the Project at any time.

4.4 Unit Rental. The Owner of a Unit, including the Declarant, a mortgagee in possession, or any successor in interest there to, may lease or rent a Unit on a month-to-month basis or for a longer term, subject to the limitation that any such lease or rental agreement shall be in writing and by its terms shall provide that such lease or rental agreement is subject, in all respects, to the provisions of this Declaration, the Bylaws, any rules and regulations of the Association and any amendments thereto. Any such lease or rental agreement shall provide that any failure by a tenant to comply with the terms contained in said documents shall be a default under the terms of said lease or rental agreement and shall be a basis for termination thereof. The Association shall approve the form of all lease and rental agreements of Units to insure compliance with the provisions hereof. Each Owner shall notify the Association in writing within five (5) business days following the execution of any lease or rental agreement covering a Unit of the identity, telephone numbers and addresses of each tenant and of the duration of the lease/rental agreement. The Owner of a Unit so leased or rented shall at all times be responsible for and liable to the Association for all acts or neglect of the tenant, including but not limited to fines and assessments levied for Unit use violations caused by the tenant.

4.5 Vehicle Parking. Parking or storing any motor vehicle at any location within the Project, other than within the boundaries of a Unit or in a designated parking space, is strictly prohibited. No motor vehicle shall obstruct in any fashion the free passage of vehicles and/or pedestrians to and from every other Unit. Unit Owners, and their tenants and guests, may park their motor vehicles within their respective Units at any time without limitation. Any motor vehicle parked at any location within the Project other than inside a Unit shall be operable. No motor vehicle shall be stored in the Common Area. A motor vehicle (including a boat, motorcycle, snowmobile and all forms of recreational equipment) is "stored" when it is parked at any location within the Project, outside the boundaries of a Unit, for more than two (2) consecutive hours, unless it is parked directly in front of that Unit Owner's respective Unit, for allowed Unit uses, and in a manner that does not otherwise encumber or limit other Unit Owners' access to their respective Unit and to general ingress and egress to Rio Vista Boulevard, and egress onto Boydston Street.

4.6 Removal by Board. The Board may require the immediate removal of any inoperable or improperly stored vehicle left outside of a Unit and/or any other item of personal property improperly stored within the Project, whether or not contained within a Unit. If the same not be removed by the responsible Unit Owner, the Board may cause removal thereof at the risk and expense of the Unit Owner thereof.

4.7 Driving Area and Walkways. Driving areas, walkways and corridors within the Common Area shall be used exclusively for normal transit, other than during the process of entering or leaving a Unit, and no obstructions shall be placed within the Common Area except by express written consent of the Association.

4.8 Effect on Insurance. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of, or cause the cancellation of, insurance for the Project.

4.9 Signs. No sign of any kind shall be displayed from the exterior of any Unit or from the Common Area without the prior written consent of the Board, pursuant to the rules and regulations adopted thereby.

4.10 Unit Activity. No offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done which may be or become an annoyance or nuisance to others using the buildings or to the public. Nothing shall be altered or constructed in the Common Area except upon the prior written consent of the Association. Nothing shall be done or carried on in a Unit or within the Project which is in violation of any applicable law, ordinance or regulation.

4.11 Commit No Waste. No Owner of a Unit shall commit or permit waste of such Unit and/or of the Common Area; and the liability in the event of such occurring shall be at the sole cost and expense of the responsible Unit Owner. This Section shall not be construed to permit any interference with or damage to the structural integrity of the buildings or interference with the use and enjoyment by others of the Common Area and/or other Units, nor shall it be construed to limit the powers or obligations of the Declarant or of the Association.

4.12 Exterior Appearance. No Unit Owner shall be permitted to alter, in any fashion, the Common Area, including the exterior finish of the exterior surfaces of the walls surrounding a Unit, which are Common Area.

4.13 Trash. The Association may manage and provide for a common trash collection service to be utilized by the Owners. The Association may adopt rules and regulations with regard to use of such service, and may require that certain sizes or types of items be disposed of by the Unit Owner rather than through the common trash collection service.

4.14 Bylaws, Rules and Regulations. The Association may adopt in written form, reasonable additional provisions in the Bylaws or in the rules and regulations of the Association as necessary or advisable to insure compliance with, and to supplement, the foregoing provisions, and each Unit Owner shall comply in all respects therewith; provided, however, that no rule or regulation may be adopted which may or shall, if implemented, result in restrictions imposed upon the permissible uses of Units expressly granted herein.

4.15 Use of Common Area: Except as expressly provided herein, there shall be no obstruction of any Common Area, nor shall anything be stored on any part of the Common Areas without the express prior written consent of the Association. Nothing shall be altered or, constructed on, or removed from the Common Area, except with the prior written consent of the

Association. Control of and any rights regarding the construction of structures or improvements in or to the Common Area is hereby reserved in the Association.

4.16 Exterior Doors. While exterior doors are part of the Common Area, the exterior doors in each Unit are to be maintained, repaired and replaced by the Owner of the Unit. Any repair or replacement shall match the exterior doors of the other Units as closely as possible; and, prior to such repair or replacement, the Association shall be contacted in order for the Owner to obtain approval of the repaired or replaced door. Notwithstanding the foregoing, the Association may decide to replace all exterior doors as part of a Project wide improvement, in which case the Association will pay for the cost of replacement.

4.17 Rules and Regulations: No Owner shall violate the rules and regulations for the use of the Units and the Common Area as may, from time to time be adopted by the Association.

4.18 Structural Alterations: No alterations to any Unit shall be made that would cause structural weakness or damage to the Unit, or other Units within the same building, and no architectural changes, plumbing, electrical or similar work within the Common Area shall be done by any Owner without the prior written consent of the Association.

ARTICLE 5 - INSURANCE

5.1 Types of Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain other insurance coverage not required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

A. Casualty Insurance: If reasonably available, the Association shall obtain insurance on the Project in such amounts and shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple-family residential buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain. Such insurance shall include fire and extended coverage, vandalism and malicious mischief coverage, and coverage for such other risks and hazards against which the Association deems it reasonably appropriate to provide insurance protection. In the event that insurance coverage regarding casualty on Units becomes feasible for Owners to purchase individually, the Association may delegate its responsibilities in regard to casualty and other insurance required by this Section to the individual Owners by a majority vote, said Owner to then take the place of the Association in regard thereto. In such case, the Association shall maintain insurance coverage on the Common Area.

B. Public Liability and Property Damage Insurance: The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems reasonably advisable to provide adequate protection from risks which include, without limitation, liability for personal injuries, Association activities, or any other activities in connection with the Ownership, operation and maintenance and other use of the Project.

C. Other: The Association may obtain insurance against such other risks as it deems reasonably appropriate with respect to the Project, including any personal property of the Association located thereon, and shall obtain such additional insurance as is required by law.

D. Form: Casualty insurance shall be carried in a form or forms naming the Association as the insured, as the Trustee for the Owners, which policy or policies shall specify the interest of each Unit Owner and which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds to the Association as trustee for the Owners and the respective first mortgagees which from time to time shall give notice to the Association of such first mortgages. Each such policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to each first mortgagee. Upon request, the Association shall furnish to any Owner and to Declarant a true copy of a policy declaration or certificate identifying the interests of the Owners. Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the Ownership, operation, maintenance or other use of the Common Area or otherwise.

E. Insurance Proceeds: The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required, the proceeds shall be used for such purposes. To the extent that reconstruction is not required, and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed to the Owners. Each Owner and each mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

F. Owner's Own Insurance: Each Owner is responsible for maintaining insurance at his/her own expense which provides coverage upon his/her Unit, personal property, for his/her personal liability, and for such other risk as he/she may deem appropriate; provided, 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.

ARTICLE 6 - CASUALTY, DAMAGE OR DESTRUCTION

6.1 Association as Agent: All Owners irrevocably constitute and appoint the Association as their true and lawful attorney in fact, in their name, place and stead, for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any other Owner shall constitute such appointment.

6.2 General Authority of Association: As attorney-in-fact, the Association shall have the full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interests of a Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the

improvements as used herein means restoring the Project to substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter. In the event any mortgagee should fail or refuse to agree not to rebuild, the Association shall have the option to purchase such mortgage by payment, in full, of the amounts secured thereby if the Owners are in unanimous agreement not to rebuild. The Association may obtain the funds for such purpose by special assessment pursuant to Article 8 of this Declaration.

6.3 Funds for Reconstruction: The proceeds of any insurance policy collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article 8 hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds. If there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions made by each Owner pursuant to the assessment made by the Association pursuant to this Article. If no such assessments have been made, then the balance shall be distributed equally to the Owners.

6.4 Decision not to Rebuild: If all Owners and all holders of mortgages on Units agree not to rebuild, as provided herein, the Project shall be sold; and, the insurance and sales proceeds shall be distributed equally to the Owners.

ARTICLE 7 - MCCALL VALLEY STORAGE CONDOMINIUMS PROPERTY OWNERS' ASSOCIATION

7.1 Organization: The McCall Valley Storage Condominiums Property Owners' Association (Association) shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

7.2 Membership: Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the fee Ownership of any Unit. Ownership of such Unit shall be the sole qualification for membership. Transfer of a Unit shall automatically transfer membership in the Association.

7.3 Voting Rights: The Association shall have one (1) class of voting members, which shall consist of all Owners, who shall be voting Members. There shall be one vote associated with each Unit owned. The total voting power of all Unit Owners as Members shall be equal to the total number of Units then comprising the Project, whether they are constructed yet or not.

7.4 No Fractional Votes; No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Owners of a Condominium Unit are unable to agree among themselves as to how their vote or votes shall be cast, such Owners 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 Unit(s) from which the vote derived. The right to vote may not be severed or separated from the Ownership of the Unit to which it is appurtenant, except that any Owner may give a revocable proxy to any adult person, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Unit concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Unit 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.

7.5 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the 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 Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws, which provisions provide that the Declarant has the right to appoint a majority of the members of the Board of Directors until the Transfer of Control Date.

7.6 Declarant's Transfer of Control of the Association: Declarant's right to control the Association and the selection of its Board shall terminate upon the occurrence of the *first* of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to appoint the majority of the members of the Board of Directors; or

B. Upon that date which is three (3) months after all of the Units within the Property have been sold to persons other than Declarant.

Such date is herein referred to as "the Transfer of Control Date".

7.7 Powers and Duties of Association:

A. Powers: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. 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 Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

(1) Assessments: The power to levy Assessments on any Owner or any portion of the Project and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

(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, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all such provisions.

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

(4) Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. E-mail may be used as a form of delivery of a copy of Association Rules so long as an Owner has not specified that they do not want to receive such deliveries by e-mail. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

(5) Emergency Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any Unit in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance of 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.

B. Duties: In addition to duties necessary and proper to carry out the powers 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:

(1) Insurance: Obtain and maintain insurance as required by Article 5.

(2) Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

(3) Duty to Accept Property and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any improvements thereon, any easement or other right, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith,

provided that such property and functions are not inconsistent with the terms of this Declaration.

(4) Duty to Maintain Common Area: The Association shall maintain the Common Area in good repair and clean condition, including but not limited to the following:

- (i) The office, and related bathrooms;
- (ii) Landscaping, and irrigation of Common Areas;
- (iii) Fencing and gates;
- (iv) Signage;
- (v) Paved surfaces;
- (vi) Snow Removal;
- (vii) Storm drainage;
- (viii) Exterior surfaces of the buildings, including common areas in and around the buildings; and,
- (ix) Noxious Weed management.

The costs associated with such maintenance shall be allocated among the Members as provided at Section 8.2 below.

(5) Safety and Security. Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in McCall Valley Storage Condominiums. The Association may, but shall not be obligated to, maintain or support certain activities within McCall Valley Storage Condominiums designed to enhance the level of safety or security which each person provides for himself and his property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within McCall Valley Storage Condominiums, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to McCall Valley Storage Condominiums, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Unit that the Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each Person within McCall Valley Storage Condominiums assumes all risks of personal injury and loss or damage to property, including Units and contents of Units, resulting from acts of third persons.

7.8 Personal Liability: No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association,

the Board, or any other representative or employee of the Association, the Declarant, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

ARTICLE 8 - ASSESSMENTS

8.1 Covenant to Pay Assessments: By acceptance of a deed to any interest in any Unit, each Owner of such Unit hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instruments.

A. Assessment Constitutes Lien: Such Assessments and charges, together with interest at a rate established by the Board, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's 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 Allocation of Assessments: Allocation of Regular Assessments shall be as follows:

A. Utilities: All utilities shall be allocated in a manner which best reflects the actual use of the utilities. If utilities are metered by Unit, the Owner of the Unit shall pay the metered rate. If utilities are not metered by Unit, and absent another method of allocation which better reflects actual utility use, the non-metered units shall initially allocate the cost of utilities equally among all of the Units in the Project. The Board shall have the right to modify this allocation method to more accurately reflect actual use.

B. Common Area: Costs related to the Common Area shall be allocated equally among all of the Units in the Project.

8.3: Regular Assessments: The regular assessments may include, and shall be limited to, the following regular expenses:

- A. Expenses of the management of the Association and its activities;
- B. Taxes and special assessments upon the Association's real and personal property;
- C. Premiums for all insurance which the Association is required or permitted to maintain;
- D. Common services to Owners as approved by the Board;
- E. Legal and accounting fees for the Association;

- F. Expenses related to the maintenance, repair and operation of the Common Area;
- G. Any deficit remaining from any previous assessment year; and,
- H. The creation of reasonable contingency reserves for the future maintenance or improvement, administration expenses, or legal expenses.

Regular assessments shall be paid annually as provided in Section 8.6.

8.4: Declarant's Obligations: The Declarant shall have the following options regarding assessments on Units owned by Declarant: Declarant may pay such assessments; or, Declarant shall be deemed to have met its obligation regarding assessments by the contribution of such funds and/or services to the Association as are necessary to permit the Association to perform its responsibilities and meet its financial needs.

8.5: Maximum Regular Assessments: The annual regular assessment may be increased by the Board by a sum not to exceed twenty percent (20%) of the prior year's regular assessment. Any increase in the regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment shall require at least a majority of the votes of the Members. Such a vote shall be held at a meeting of the Members scheduled for the purpose of considering such a matter, at which a quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

8.6: Regular Assessment Procedure:

A. The Association's Board of Directors shall set the total annual regular assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary first class mail or otherwise delivered to all Owners and all Directors by no later than December 1 of the current budget year (i.e. to take effect on January 1 of the next assessment year). Subject to the voting requirements for any increase in the annual regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment, the budget shall take effect on January 1 of the assessment year to which it applies.

B. The Board shall cause to be prepared, delivered, or mailed to each Owner, at least forty five (45) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments of regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. Each Owner shall become responsible for the regular assessment allocable to the Unit as of the date the Unit is transferred to such Owner.

8.7: Special Assessments: In the event that the Board shall determine that its Regular Assessments for a given calendar year are or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the amount necessary to defray such Expenses and levy a Special Assessment which shall be allocated in the same manner as Regular Assessments. No Special Assessment shall be levied without the vote or written consent of at least a majority of the votes of the Members. Such a vote shall be held at a meeting of the Members scheduled for the purpose of considering such a matter, at which a

quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all Directors and all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. Additionally, prior to the Transfer of Control Date, the approval of Declarant shall be required in order to assess any Special Assessment. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

8.8: Limited Assessments: Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or the Member's Unit into compliance with the provisions of the Association Documents.

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.

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

8.11: Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. At least 20 days prior written notice shall be given prior to commencement of enforcement actions described herein. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. Enforcement by Suit: By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money

judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

B. **Enforcement by Lien:** There is hereby created a claim of lien, with power of sale, on each and every Unit to secure payment to the Association of any and all assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time after the occurrence of any delinquency in the payment of any assessment, the Board or any authorized representative thereof may make a written demand for payment to the delinquent Owner. Each delinquency shall constitute a separate basis for a demand, claim of lien or a lien, and any number of defaults may be included within a single demand or claim of lien and any demand or claim of lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Board or its duly authorized representative may thereafter elect to file and record a Notice of Delinquent Assessment on behalf of the Association against the Unit of the defaulting Owner. The amount of the assessment, plus any costs of collection, expenses attorney's fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Unit from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

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

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

C. Revocation of Access: The Board shall have the right in its discretion to deny access to the Project for an owner who is delinquent in the payment of assessments for a period of three months or longer.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Valley County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Unit. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of a Notice of Delinquent Assessment, whether judicially, by power of sale, or otherwise, until the expiration of ten (10) days after a copy of said Notice, showing the date of recordation thereof, has been mailed to the Owner of the Unit which is described in such Notice.

ARTICLE 9 - DECLARANT'S SPECIAL RIGHTS AND RESERVATIONS

9.1 Period of Declarant's Rights and Reservations: Until such time as Declarant no longer owns any Unit in the Project, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Project. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance of a Unit or any portion of the Project by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any Unit within the Project is conveyed by Declarant. The rights and reservations hereinafter set forth shall be prior to and superior to any other provisions of the Association documents, and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Association documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other document.

9.2 Right to Combine Units: Until such time as Declarant no longer owns any Unit in the Project, Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate Ownership of such Units in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Area if the combined Units become subject to separate Ownership in the future.

9.3 Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration. In the event that M2 Ventures LLC is dissolved and fails to notify the Association of a successor for these purposes, then the person(s) holding a majority of ownership interest in M2 Ventures LLC at the time of its dissolution shall be deemed the successor to Declarant for these purposes.

9.4 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete construction of improvements to and on any portion of the Project owned by Declarant or to construct such additional improvements as Declarant deems advisable in the course of development of the Project, so long as any Unit in the Project remains unsold. Such

right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Project, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Unit by a purchaser from Declarant to grant, establish and/or reserve on that Unit additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Unit. Declarant may use any Unit owned by Declarant on the Project as model Units or real estate sales or leasing offices. Declarant need not seek or obtain Association approval of any improvement constructed or placed by Declarant or an affiliate of Declarant on any portion of the Project owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Project by an express written assignment recorded in the Office of the Valley County Recorder.

9.5: Exclusive Rights to Use Name of Development: No person shall use the name "McCall Valley Storage Condominiums" or any derivative of such name or in logo or depiction in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "McCall Valley Storage Condominiums" in printed or promotional matter where such term is used solely to specify that the particular property is located within McCall Valley Storage Condominiums and the Association shall be entitled to use the words "McCall Valley Storage Condominiums" in its name.

9.6 Declarant's Approval: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor, which consent may be withheld by Declarant for any reason whatsoever. Additionally, until such time as Declarant no longer owns any Unit in the Project, the Association shall not, without first obtaining the prior written consent of the Declarant, which consent shall not be unreasonably withheld: make any amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant); make any amendment to any other Association documents; levy any special assessments; or, change or repeal any rules of the Association.

ARTICLE 10 - MISCELLANEOUS

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

10.2: Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for in Section 10.4 below.

10.3: Amendment of the Declaration by Declarant: Until the first Unit subject to this Declaration has been conveyed by Declarant to an unrelated third party by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination.

10.4: Amendment of Declaration by Members: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least seventy five percent (75%) of those members present or represented by proxy at a meeting of the membership at which a quorum is present or represented by proxy. .

Notwithstanding the preceding the paragraph, this Declaration may not be terminated except upon unanimous approval by the Members of the Association; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarant herein shall survive any such termination.

Notwithstanding any other provision in this Declaration, any amendment, repeal or termination of any Association Document shall be approved by Declarant, until such time as Declarant no longer owns any Unit in the Project.

10.5: Plat Amendment. Except as otherwise provided herein, the Plat may be amended in accordance with the requirements of the City of McCall, and by completion of revised versions of the Plat or revised portions thereof, such amendment having been approved as a part of any amendment to the Declaration as provided for herein, as well as approval by Declarant until such time as Declarant no longer owns any Unit in the Project. Such amendment to the Plat shall be effective upon recording in conjunction with the Declaration amendment. The authority for the filing of an amended Plat shall be determined by the same percentage vote as is required to amend this Declaration. Signatures of all Owners shall therefore not be required for the recordation of such an amended plat; provided, that if the boundaries of an Owner's Unit are modified, such Owner's signature shall be required to amend the Plat.

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

10.7: Remedies Cumulative: Each remedy provided under the Association documents is cumulative and not exclusive.

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

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

10.10: Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho.

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

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

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

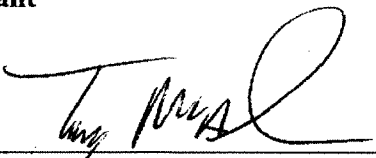
10.14: Mergers or Consolidations: The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Project together with the covenants and conditions established upon any other property, as one plan.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

M2 VENTURES LLC
an Idaho limited liability company,
Declarant

By:

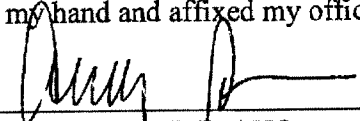


TORRY MCALVAIN, Manager

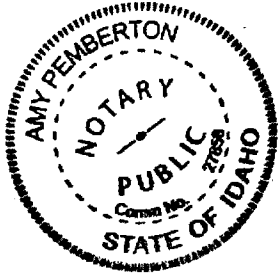
STATE OF IDAHO)
) ss.
County of Valley)

On this 16th day of MARCH, 2020, before me, a Notary Public in and for said State, personally appeared **TORRY MCALVAIN**, known or identified to me to be the Manager of **M2 Ventures LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



NOTARY PUBLIC FOR IDAHO
My Commission Expires: 5/9/2021



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MCCALL VALLEY STORAGE CONDOMINIUMS

EXHIBIT A

Unit List / Relative Square Footage For Allocation of Common Area Ownership*		
Unit #	Square Footage	Relative Square Footage
1	1,013	2.41%
2	1,013	2.41%
3	1,013	2.41%
4	1,013	2.41%
5	1,013	2.41%
6	1,013	2.41%
7	1,013	2.41%
8	1,013	2.41%
9	995	2.36%
10	1,056	2.51%
11	1,074	2.55%
12	1,074	2.55%
13	1,074	2.55%
14	1,056	2.51%
15	1,056	2.51%
16	1,074	2.55%
17	1,074	2.55%
18	1,074	2.55%
19	1,056	2.51%
20	1,056	2.51%
21	1,074	2.55%
22	1,074	2.55%
23	1,074	2.55%
24	1,056	2.51%
25	1,056	2.51%
26	1,074	2.55%
27	1,074	2.55%
28	1,074	2.55%
29	1,056	2.51%
30	1,046	2.48%
31	1,064	2.53%
32	1,064	2.53%
33	1,064	2.53%
34	1,064	2.53%
35	1,064	2.53%
36	1,064	2.53%
37	1,064	2.53%
38	1,064	2.53%
39	1,064	2.53%
40	1,046	2.48%
	42,103	100%

*Note that Relative Square Footage is for puposes of allocation of Common Area Ownership Only. Assessments are allocated equally among all Units pursuant to Section 8.2.