

Thomas Ronay. 17507 No. Gaffney Ave, Nampa/40 Flicker Rd, McCall

Thank you for opportunity to address the Commission

-We own parcel 1, directly west of the applicants project, and are currently building our full-time home after 5 years of careful planning and installation of infrastructure.

-2 min public comment period is too short to address add'l issues, I have emailed and have copies to present tonight on recent responses.

-Background: Alan Pearson carefully and thoughtfully developed our 4 parcels to ensure the beauty, peaceful enjoyment, privacy, and value of the land was maintained.

.I would like to point out that the CCR's are deeded with the properties when they are bought or sold, are filed and recorded with the county, are binding on the property owners, and its elements add immensely to the value of the properties.

.There is a copy of the CCR in the file, and I would urge the commission to review for its many merits. The protective covenants are reasonable and respectful of property rights and they ensure harmonious relations with surrounding neighbors. Our southern parcel neighbors and we have followed the CCR elements on our own properties, the applicant has not.

-The filed documents over the last several months reveal that the applicants admittedly and willfully chose to disregard the guiding principles and multiple specific elements of the CCR well before they installed this industrial solar array in the front-facing yard of their property and in direct view of their neighbors. The most recent responses continue to rationalize and obfuscate the reasons they did this illegal act with their contractor and no valid response to viable relocation options.

-I would invite the Commissioners to visit the site: The industrial sized array located in the front-facing yard is completely out of place and with no precedence for such an atypical and unsightly structure in our residential neighborhood.

-The industrial and oversized solar array is glaringly visible to anyone driving down the street, nearby neighbors, and to us as we enter/exit, and live on our property. There is no remotely adequate veiling/barrier to hide the industrial array with berms or foliage. It would only further exacerbate the unnatural change in topography, and create unacceptable collateral issues.

-The neighbors and we are on record as not objecting to solar done correctly. We are adamant that in an established residential area:

1. An unsightly, free standing and oversized solar array should not be allowed to infringe on others view-plain.
2. It should not be in the front-facing part of the property when there are viable alternatives.
3. It should not be allowed in that location if the preponderance of neighbors object.

-The correspondence from the applicant to date has not satisfied our reasonable requests. There is no overwhelming technical reason appropriate solar cannot be relocated to their roof or east property. It should be contingent on the solar contractor and applicant to remedy this illegal install.

In summary: The applicants lack of communication with neighbors, disregard of deeded CCR's, poor design/planning/rationalization for placement of their solar array, illegal installation by their contractor, desire to obtain and benefit from a tax rebate should not be rewarded and become an ongoing eyesore for this neighborhood and its residents.

We have offered three viable options: remove, relocate to their roof, or relocate to their east property out of visual site of the neighbors.

I urge the commission to deny this CUP for this disruptive and illegal solar installation.

Respectfully submitted,

Thomas Ronay




Re: Letter attached for CUP 25-032; hearing date April 9

From Cynda Herrick <cherrick@valleycountyid.gov>

Date Wed 4/8/2026 9:45 AM

To JULIA THROWER <jthrower@mntnoplaw.com>; Lori Hunter <lhunter@valleycountyid.gov>

 1 attachment (519 KB)

Flicker Solar Ronay Letter.pdf;

Hello Julia,

I will confirm with the P&Z Commission that they want to accept your letter into the record. Responses over one page in size are supposed to be submitted 7 days in advance of the hearing so that the P&Z Commission has time to review the letter. They changed this code when a citizen brought in a big box of information the night the decision was to be made on a big PUD.

See Valley County Code 9-5H-11

P. Written testimony and exhibits from the public to be presented for the record shall comply with the following standards:

- 1. Written submittal, other than petitions or illustrations, must be submitted at least seven (7) days prior to the date of the public hearing.*

Thanks, Cynda

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...”

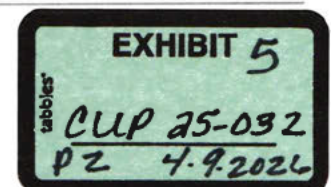
Service **T**ransparent **A**ccountable **R**esponsive

From: JULIA THROWER <jthrower@mntnoplaw.com>

Sent: Wednesday, April 8, 2026 9:06 AM

To: Cynda Herrick <cherrick@valleycountyid.gov>

Subject: Letter attached for CUP 25-032; hearing date April 9



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.

Hi Cynda,

Please see the attached letter from Dr. Thomas and Ms. Ronay to the Planning and Zoning Commission for CUP 25-032, scheduled to be heard April 9, 2026. The Ronays own property in Jug-78 and are constructing their permanent residence on the property, that is located adjacent to and just west of 30 Flicker Road. There have been several, very recent mitigation proposals by the applicant (within the last week), and the Ronays letter addresses these suggestions and possible solutions.

Please confirm receipt and forwarding to the Planning & Zoning Commission.

Thank you,
Julia



614 Thompson Avenue
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www.mtntoplw.com
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Julia Thrower
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jthrower@mntoplw.com · (208) 271-6503

Planning and Zoning Commission
Ken Roberts, Chairman
Carrie Potter, Vice-Chair
Heidi Schneider
Bard Mabe
Ben Oyarzo
% Cynda Herrick
Planning & Zoning Director
cherrick@valleycountyid.gov

April 7, 2029

VIA ELECTRONIC MAIL

RE: Opposition to CUP 25-032 McClellan/Smith Solar Panels (Hearing Date April 9, 2026)

To the Director and Members of the Planning and Zoning Commission:

My firm represents Dr. Thomas and Ms. Lori Ronay, owners of the properties immediately west of and adjacent to the subject parcel. The Ronays are starting construction of a two-story that they will use as their permanent residence. We submit this letter to formally register our opposition to Magic Valley Electric LLC's (the Applicant) request for a Conditional Use Permit (CUP) located at 30 Flicker Road (on behalf of property owner Kristen McClellan & the Bruce Smith Family Trust) to legalize a non-compliant, oversized solar array, and request that the commission deny the CUP and order the Applicant to remove the solar array.

While we acknowledge that the Application appears to satisfy criteria 1–3 of Valley County Code Section 9-5G-1, it fails the required standard in criterion 4 regarding impacts to neighboring properties and the surrounding environment. The current structure constitutes a significant visual blight, and the proposed mitigation measures are not only inadequate but introduce new, independent risks to the neighboring properties. Moreover, the Applicant failed to provide adequate information under Section 9-5-3, providing for the standards for approval of CUPs. Finally, approving a do first, ask later approach from a professional installation company would create an unworkable precedent for the County in administering its land use laws. On these bases, the CUP should be denied.

The Ronays are supportive of installation of solar panels on the roof of the home, which would not be in violation of the CC&Rs, or alternatively would be supportive of locating the solar array on the east side of the 30 Flicker Road property if located properly, out of their view and that of the neighbors, and in compliance with Valley County Code for CUPs and the mandatory notice under the CC&Rs.

I. Failure to Meet the Burden of Proof Regarding Neighbor Impact (Section 9-5G-1)

A CUP is a matter of privilege, not of right. The Applicant bears the burden of demonstrating that the use will be compatible with the existing neighborhood character. Notably, criterion 4 provides that “[i]mpact to neighbors *will be a determining factor*. (emphasis added). The Applicant has not met this burden.

First, the scale and siting of the solar array imposes a substantial and adverse visual impact on adjacent residences. The array, as already installed, is very large in overall footprint and panel height, and would be plainly and continuously visible from multiple vantage points on the neighboring parcels, including primary living areas and outdoor recreational spaces. Hiding the industrial look of the back of the array with military-style camouflage netting, as the property owner has done, does little to act as a concealment tool in the natural environment of this neighborhood. The netting, as currently installed, sags on the solar array making it look unnatural, shoddy, and garish. Such netting also is prone to tearing, fading over time, trapping dead leaves/pine needles and dust, and can quickly transition from a concealment tool to looking like weathered construction debris. There is no guarantee that Ms. McClellan or successors to the property will appropriately maintain such netting.

Moreover, the Applicant’s proposal to create a large berm with some trees planted on top to screen the solar array from the Ronay’s property also does little to mitigate the solar array’s visual dominance and creates more problems than it solves. A large berm would be aesthetically incompatible with the topography. The “natural rolling hill” topography of the area is a protected characteristic of the local landscape. A man-made, artificially steep berm is an unnatural intrusion that violates the spirit of the site development standards.

The associated tree plantings do not resolve these adverse impacts and are not acceptable to the Ronays. The earthwork and vegetative screening would substantially alter the area’s natural rolling hill landscape that defines the neighborhood’s visual character and open viewsheds. Artificially constructed berms and regimented screening trees would replace the existing, organic topography with a man-made barrier, resulting in a long-term visual intrusion that is itself incompatible with the surrounding landscape.

Additionally, there has been no visual impact assessment to measure the “potential visual exposure” of this proposed berm and how high it or vegetation on top of it would have to be to effectively screen the solar panel from the Ronays future two-story home. Moreover, any trees

planted would take years, if not decades, to reach a height sufficient to provide adequate screening. And there will be no requirement after the CUP is approved to require proper maintenance of the trees, or even a prohibition on cutting the trees down in the future.

Of greater concern is the alteration of natural drainage patterns. The Ronays are gravely concerned about drainage alteration and erosion of a large berm located uphill from their property. Re-grading to create a berm can rechannel surface runoff, concentrate flows, and increase velocities, which may exacerbate erosion on- and off-site and adversely affect adjacent properties and shared drainage features. The Application does not provide assurances, backed by site-specific hydrologic analysis and engineered plans, that the berm would avoid negative drainage impacts, prevent erosion, and protect downstream properties and resources. In the absence of such demonstrated protections, the risk of drainage and erosion problems is a further incompatibility with neighboring uses and the environment.

Criterion 4 of Section 9-5G-1 serves as a “catch-all” to protect property rights and the quiet enjoyment of neighbors. The subject solar array, by virtue of its massive scale and industrial appearance, is inherently discordant with the surrounding residential/rural aesthetic. The sheer visibility of the structure, combined with a mitigation plan that threatens the area's drainage and topography, leads to one conclusion: the impact is too great. The fact that the Applicant installed this structure **prior** to seeking the required permits suggests a disregard for the regulatory process and the rights of the community. The CUP should thus be denied.

II. Failure to Follow Appropriate Procedures for Issuing a CUP.

Pursuant to Valley County Code section 9-5-3, the “provisions of this chapter shall apply to various buildings and uses designated herein as conditional uses.” Section 9-3-1, Table 3-A explicitly categorizes a detached solar panel as a conditional use, thereby subjecting it to the requirements outlined in section 9-5-3.

Section 9-5-3, subsection D mandates that an impact report “shall be required for *all* proposed conditional uses. (emphasis added). This report must address potential environmental, economic, and social impacts, detailing how these impacts are to be minimized, and covers 21 criteria, including potential changes to water surface drainage, sound and sight buffers, visibility of the proposed use, and impact on existing developments.

Furthermore, Section 9-5-4, Article G provides additional standards for specific conditional uses, including solar panels (section 9-5G-1). However, these standards do not replace or substitute the requirements set forth in Section 9-5-3. The necessity of an impact report remains a critical component of the CUP process.

In the current application for a CUP for the solar array, the submitted impact report fails to adequately address critical issues with the solar array and the proposed berm mitigation plan. Notably, at a minimum, the impact report fails to address:

- “surface water drainage . . . and potential changes” that may occur from the construction of the berm (criteria 6);
- Suitability of the soil to support proposed landscaping (criteria 10)
- Impacts of the use of the proposed berm as a “sight buffer” (criteria 11); and
- Visibility from the adjoining property to the west (criteria 12);

These significant omissions and inadequacies in the impact report render it impossible for the Planning and Zoning Commission to make sufficient findings to support approval of this CUP. The impact report is essential to ensure that the proposed use aligns with the County's standards and Comprehensive Plan and mitigates any adverse effects on the environment and community.

Therefore, here, the application must be denied or deferred until a comprehensive impact report is submitted and reviewed, allowing the Planning and Zoning Commission to make informed and compliant decisions regarding the issuance of the CUP.

III. The Commission should not establish a precedent of ignoring the County's land use laws.

Approving a CUP after-the-fact for work undertaken in violation of required permitting processes would reward noncompliance and set a negative precedent for the County. It would signal to other applicants that proceeding without permits is an acceptable path so long as retroactive approvals can later be sought. The County's decision-making should reinforce adherence to established procedures, not incentivize their circumvention.

As the Planning and Zoning Commission's January 8, 2026 Meeting Minutes reflect, the Applicant suggested ignorance of the permit requirement. That assertion is not a valid excuse for noncompliance, particularly where the Applicant is presumably a licensed operator in the very industry governed by these rules. Approving a conditional use permit after the fact, on this record, would reward a willful or negligent disregard of the County's land use procedures and would set a negative precedent that undermines the integrity of the permitting regime. Applicants could be incentivized to build first and seek forgiveness later, shifting the burden to the public and staff to remedy violations rather than ensuring compliance in the first instance.

Separately, the installation violates the subdivision's Covenants, Conditions, and Restrictions (“CC&Rs”). The intent of the CC&Rs is to prohibit installation of free-standing structures, such as this solar array, without approval of the other lot owners first, which has not been obtained. The County's CUP process does not displace or cure private land use restrictions in the CC&Rs. Granting the conditional use permit despite an ongoing CC&R violation would create conflict,

invite further private disputes, and signal indifference to well-established deed restrictions that are central to the community's expectations and property values.

CONCLUSION

We respectfully request that the County consider these factors in evaluating the application: the installation's initiation without County authorization, the applicant's disregard of mandatory permitting processes, and the unresolved CC&R violations stemming from the absence of the required owner-approved variance. For the reasons stated, denial of the CUP and a notice of violation ordering removal of the solar array is warranted.

Sincerely,

MOUNTAIN TOP LAW PLLC



Julia S. Thrower

Attorney for the Ronays



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Ben Oyarzo
% Cynda Herrick
Planning & Zoning Director
cherrick@valleycountyid.gov

April 8, 2029

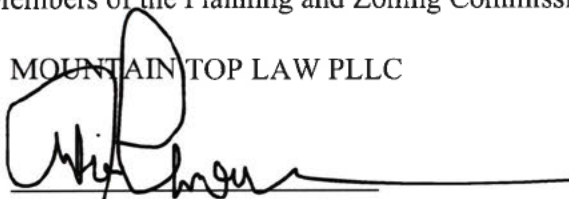
VIA ELECTRONIC MAIL

RE: Opposition to CUP 25-032 McClellan/Smith Solar Panels (Hearing Date April 9, 2026)

To the Director and Members of the Planning and Zoning Commission

Submitted by:

MOUNTAIN TOP LAW PLLC



Julia S. Thrower

Attorney for the Ronays



Comment Letter in Opposition to Approval of CUP 25-032 McClellan/Smith Solar Panels

My firm represents Dr. Thomas and Ms. Lori Ronay, owners of the properties immediately west of and adjacent to the subject parcel. The Ronays are starting construction of a two-story home that they will use as their permanent residence. We submit this letter to oppose Magic Valley Electric LLC's request for a Conditional Use Permit at 30 Flicker Road to legalize a non-compliant, oversized solar array, and request denial and removal of the array.

The Ronays support roof-mounted panels or relocating the array to the east side of 30 Flicker Road if properly sited, out of view, and compliant with County Code and CC&R notice.

I. Failure to Meet the Burden of Proof Regarding Neighbor Impact (Section 9-5G-1).

Section 9-5G-1, criterion 4 makes impact to neighbors a determining factor. The Applicant has not met this burden. The solar array's scale and siting cause substantial adverse visual impacts from multiple vantage points on neighboring parcels. Camouflage netting is unsightly, degrades over time, and lacks any maintenance assurance by current or future owners. The proposed berm and tree screening do not mitigate dominance, conflict with protected natural rolling hill topography, and are aesthetically incompatible. No visual impact assessment shows what berm or vegetation height would screen views from the Ronays' future two-story home. Trees would take years to screen and lack enforceable maintenance or no-cut requirements after approval.

The berm risks altering drainage and exacerbating erosion uphill of the Ronays' property without site-specific hydrologic analysis and engineered plans. This poses incompatibility with neighboring uses and the environment. Criterion 4 protects neighbors' property rights and quiet enjoyment. The array's massive, industrial appearance and risky mitigation show the impact is too great. Constructing before permits also shows disregard for regulations. The CUP should be denied.

II. Failure to Follow Appropriate Procedures for Issuing a CUP.

Detached solar panels are a conditional use under Section 9-3-1, Table 3-A, subject to Section 9-5-3(D)'s requirement for an impact report. The submitted impact report fails to address proposed mitigation measures, such as surface water drainage changes from the berm, soil suitability for landscaping, impacts of using a berm as a sight buffer, and visibility from the adjoining western property. These omissions prevent sufficient findings to support approval and alignment with County standards and the Comprehensive Plan.

III. The Commission should not establish a precedent of ignoring the County's laws. After-the-fact approval would reward noncompliance and signal that retroactive permits are acceptable. The County should reinforce adherence to procedures. The Applicant suggested ignorance of permit requirements in the January 8, 2026 minutes, which is not a valid excuse for an industry professional. Approval would reward disregard of procedures and incentivize build first, seek forgiveness later behavior. The installation also violates subdivision CC&Rs that require prior approval of freestanding structures by other lot owners. The County's CUP process does not cure private CC&R restrictions. Granting a CUP amid an ongoing CC&R violation would invite private disputes and undermine community expectations and property values.

Conclusion. We request denial of the CUP and issuance of a notice of violation ordering removal of the solar array, given the unpermitted installation, disregard of mandatory processes, and unresolved CC&R violations.

A longer version of this letter was submitted to the Planning & Zoning Director on April 7, 2026.

From: Lori Ronay <[REDACTED]>
Sent: Sunday, April 5, 2026 10:23 AM
To: Bruce Smith <[REDACTED]>
Cc: [REDACTED] et. al. <[REDACTED]> t. [REDACTED]; [REDACTED]
[REDACTED] l. [REDACTED]; [REDACTED] l. [REDACTED]; Todd Silverman
<[REDACTED]> l. [REDACTED]; David Kennedy <[REDACTED]> l. [REDACTED]; Cynda
Herrick <cherrick@valleycountyid.gov>
Subject: Re: CUP 25-032 vegetation plan

Bruce and Kristen,

Your continued proposals attempting to veil your illegal solar array installation remains unacceptable.

An industrial solar array that was illegally installed is a violation of our filed and recorded CCRs, County ordinances, and your neighbors' well being.

The front facing yard placement of this unsightly industrial array, or any contrivance to veil it is completely out of character for any of the residences in this area. It significantly infringes on all of our peaceful enjoyment of our own properties and degrades the values of our homes.

The only acceptable pathway is removal or relocation. Relocation to your own roof or into your own east backyard have been reasonably proposed and more than feasible.

Tom and Lori Ronay

> On Apr 1, 2026, at 8:37 PM, Bruce Smith <[REDACTED]> il. [REDACTED] wrote:
> Hello All,
>
> Attached are two files. The first is the site plan I received from the landscape planner. The second is a shot of the panels as they are now (Before) and a 3-D rendering (After) of what that area will look like after the berm is constructed and planting completed.
>
> I welcome your comments,
>
> Kristen



From: Todd Silverman <[REDACTED]>
Sent: Tuesday, March 3, 2026 11:10 AM
To: [REDACTED]ail; [REDACTED]>
Cc: [REDACTED]et; [REDACTED]. [REDACTED]
<[REDACTED]> [REDACTED]; [REDACTED]
<[REDACTED]> [REDACTED]; Clay Wright <[REDACTED]> [REDACTED]; Cynda Herrick
<cherrick@valleycountyid.gov>; Lori Ronay <[REDACTED]>
Subject: Re: Response to letter from Kristen and Bruce

Dear Kristen & Bruce,

I have to second Lori and Tom's response to your inadequate appeal to our empathies. In short, you need to get your head around the fact that those panels need to be removed in its entirety or relocated to a proper location. I would also second the fact that Magic Valley should bear the cost if they had goaded you into installing them disregarding CCR's and permitting to attain an expiring rebate, which by the way, was approved in the big, beautiful bill on July 4th of 2025. More than adequate time to process all required paperwork, approvals and construction.

The reason why you need to get your head around moving the panels is simple. No Certificate of Occupancy can be issued if there are any outstanding violations. Those are the rules. You have put the Commissioners in an awkward position which they will need to follow through on whether they do so outright or through litigation. We in the neighborhood are dead set on not allowing your solar array to stand as is. It would be smart for both of you to commence negotiating with Magic Valley now and come up with a relocation plan. As it is, Magic Valley is not in good standing with the Commissioners.

As a result of the above I will also not be available to discuss anything further upon your coming to McCall March 6th unless it is to discuss where they panels are to be relocated.

Todd A Silverman
15 Flicker Rd.

From: Lori Ronay <[REDACTED]>
Sent: Monday, March 2, 2026 4:16 PM
To: [REDACTED] il. [REDACTED]; [REDACTED] il. [REDACTED]
Cc: [REDACTED] et. [REDACTED]; [REDACTED] id. [REDACTED]
<[REDACTED] d. [REDACTED]; [REDACTED] [REDACTED] [REDACTED] [REDACTED]>
Todd Silverman [REDACTED] il. [REDACTED]; Clay Wright <[REDACTED] l. [REDACTED]>; Cynda Herrick <cherrick@valleycountyid.gov>
Subject: Response to letter from Kristen and Bruce

Kristen and Bruce,

Thank you for your recent letter. You have not provided any proposal that makes your argument acceptable for a solar array in its current location. I have attached a copy of your letter, along with some highlighted areas that I will address. Also attached is a copy of a Valley County Building Permit Application which I will address first.

Your statement in paragraph 12 of your letter regarding your contractor not knowing about the C.U.P. is not accurate. During the January 8, 2026 P&Z Commission Meeting, the Chair of the P&Z Commissioners publicly admonished your contractor for installing the solar panels without a permit, saying that it was the third time Magic Valley Electric had done this in Valley County.

Additionally, the CCRs filed and recorded with the County is binding on all parcel holders, and it is disingenuous to rationalize your actions or to claim ignorance to it. Your solar array was installed illegally. That is on you and your contractor to remedy by removal or relocation. The P&Z Commission is complicit if the array is allowed to stay as it is. Furthermore, in Box 17 of the attached Valley County Building Permit Application, it clearly states that "**Separate permits are required for electrical, heating ventilation or air conditioning.**"

You illegally disregarded the intent of the CCRs to blend any home or out-structure with the environment as specified/designed to ensure all parcel holders peaceful enjoyment of their properties (by design from Day 1). That is what is expected from all parcels owners and neighbors.

In reference to paragraph 6 of your letter, you are correct that there is no verbiage regarding solar panels/arrays. However, it does state on Page 4 of the CCRs, Section E, that:

"No Satellite dish larger than two feet (2') in diameter will be allowed on the Property. All satellite dishes must be installed no higher than the roof line if attached to a building, and not higher than six feet if not attached to a building. **Additionally, the location of any**

free-standing satellite dish must be approved by the other Lot Owners prior to installation and must be within the building envelope."

I would argue that since there are limitations on the size of a satellite dish, it would also apply to solar arrays/panels. **Very importantly, and in addition to not getting the necessary permit, you failed to notify and get approval from the other lot owners before installation.** This is clearly stated in the CCRs, and blaming the December 31, 2025 deadline for your tax credit, along with you "being horrible communicators" due to the 12 hour drive to McCall from Grand Junction, are not a valid excuses for ignoring that step.

Further, in Subsection A. **Electrical**, it states:

"Private electrical generating systems shall not be permitted, except as a backup system in case of primary electrical service failure."

Is your solar array serving only as a backup system? Judging by the size of the panels, it would seem the solar array is more than just a backup system. If this is the case, it is also a violation of the CCRs.

Continuing on to paragraph 7 of your letter, you mention that the angle of your roof is not optimum for solar panels. This is very interesting in that you state, "We had always planned on putting the panels on the roof..."

If this was your initial plan, why did you design a house with a roof that would not be "optimum for solar panels?" You are probably well aware there are multiple manufacturers of solar rooftop tiles/heated arrays for snow removal, but you have not mentioned those options. Perhaps this is a design flaw that should have been addressed with your architect and solar installer before finalizing your house design plans. When did you discover the roof angle would not work well for the solar panels?

We have no objection to solar panels on your roof or east of your house. In paragraph 8 you give several reasons why the solar array cannot be located on the east side (the property "begins to rise steeply;" "less morning sun;" "because the house is two story...shade and less sun in the afternoon;" and that location "is also furthest from the meter so that location will have the most inefficiency in energy transmission"). Your claim of inadequate morning sun at your east property is not accurate and actually has more sun access per aerial photos (your garage blocks your own array early in the morning). It is fallacious to make that claim. Your purported terrain issue from rerouting cables from your east property is technically feasible and negligible compared to what you are proposing with some equally unsightly barrier. Your contractor who illegally installed the current array should bear any and all costs to relocate your illegal array to either your roof/and or your east property.

In the current location north of the garage, the array and any attempt at a view barrier would still very visible to all neighbors on Flicker Road because of its immense size. Additionally, our neighbors, and especially Ferne, **do** have views interrupted. The solar array is **very** visible from Ferne's house and yard as well as ours. You illegally placed an industrial sized eyesore at the front entrance to your home and in the direct view of everyone else's, but out of your direct sight, and never took the effort to discuss with others.

Your efforts to attempt to shield this industrial array with some sort of visual barrier are also disingenuous and contrary to the CCRs. It is the location of the array in the front of your house that is the problem. A 40 foot wall, fence, berm, lattice, treeline, etc. running 270 degrees around the array to effectively block your oversized array is equally disruptive as the array itself being in its current location. What assurances/performance bond could you possibly propose to guarantee that your industrial array is totally invisible, at all times and seasons to all using the street or in visual range from their property? The size of any proposed view barrier from our front yard and second story window would be prodigious and be an even further eyesore and disruption that is not reasonably possible or acceptable.

Have you considered the acceptable maintenance of water runoff, snow removal/storage, snow drifting impacting other adjacent properties from its placements in your front yard, disruption of animal movement across adjacent property and the forest, ensuring any next replacement panel/view barrier is acceptable in an ongoing manner to all of the neighbors? How would you assure that the location of your array and any view barrier will not cause your dirty snow, gravel, or runoff to contaminate our property or the downstream meadow/flood plain? The original build envelop and existing contour of the land ensures this never happens.

Kristen, I too was a teacher for many years. In my classroom, as I'm sure in yours, there were rules. These rules were expected to be followed, and if they weren't, there were consequences. You and Bruce believe you have not broken any rules with your solar array installation. Many of your neighbors, Tom and I included, feel differently. The P&Z Commissioners should, too. In any case, it doesn't change the fact that you did not notify your neighbors for input and agreement per the CCRs and get the necessary permit prior to the solar array installation.

We chose McCall for many of the same reasons you did. Please understand we are not against your solar panels, but we are not in favor of them being part of our or our neighbors' viewshed.

Respectfully,

Lori and Tom Ronay



2/17/2026

Hello Ferne Krumm, Tom and Lori Ronay, Clay and Maggie Wright, Robert and Kitty Looper, Kristi and Eric Pederson, Todd, Kathryn Lomeli, and David Kennedy

I'd like to update you on the progress we've made on mitigating the impact of views of the solar panels, but first I feel that I need to introduce who we are and apologize for the actions we didn't take prior to the solar panel installation.

Bruce and I met in Tucson at graduate school getting our master's degrees in hydrology in 1986. We were married in 1989 and moved to Grand Junction in 1990 to work for the Department of Energy's contractor. Bruce and a partner started their own hydrogeology firm in 2001. I went on to get a teaching credential and taught science at a public high school until I retired in 2022. I now work part time for his company.

We moved to Grand Junction for several reasons. The area offers different types of recreation, is located between where our families lived to facilitate visiting them, and when we moved here, Grand Junction had a small town feel where we felt comfortable raising a family. We have two boys who are soon to be 32 and 34. The younger one is a welder and black iron worker and the older one got his master's from University of Idaho and is a wildlife biologist. He was fortunate to experience McCall while working for Idaho Fish and Game on a wolverine project.

We are looking forward to being able to retire in a year or so as Bruce is currently 68 and I am 66. As we started looking towards retirement we thought hard about where we might want to live. Idaho was a natural draw because of its climate, abundant recreation in mountains, valleys, and rivers, and stunning night skies. McCall was an obvious choice for us. Family is important to us, and I have a brother and sister-in-law who have live there. McCall also has a good hospital and Boise is not that far away so as we age, and inevitably develop health problems, we can get good medical care.

As we both still work, it has been difficult to get time off to visit McCall. From Grand Junction it takes about 12 hours to drive there. This has contributed to us being horrible communicators. Since this still makes communication difficult, **we wanted to send you this letter to formally apologize for not being proactive about informing you of our plans to build the solar array. We deeply regret not doing so. We know that by not doing so we have caused a great deal of heartache, frustration, anger, and other emotions on your part. We are very sorry!**

We did carefully read the CC&Rs attached to the 4 properties prior to purchasing the land to see if there was any verbiage about solar. There was/is not. We bought the land because it had good solar potential. Had there been restrictions against solar we would not have chosen to build here. When we started to build, we thought that we would install the panels in a couple of years to avoid that expenditure during the costly build. But when the federal government passed the One Big Beautiful Bill which ended tax credits on December 31, 2025, we had to fast track to get them installed.

We had always planned on putting the panels on the roof, but later realized that the angle of our roof was not optimum, snowpack would be an issue, and keeping the panels snow free on the roof would be difficult for people in their 70s.

Bruce and I walked the property and discussed other locations for the panels. We considered the east side of the house. The property on that side of the house slopes east until, after crossing a boggy area, it begins to rise steeply. In this area, because of mountains to the east, there is less morning sun and because the house is two story on the east side, there will be shade and less sun in the afternoon. East of the house is also furthest from the meter so that location will have the most inefficiency in energy transmission.

Moving clockwise there is southeast of the house. This is where our septic system is so that wouldn't work.

South and west of the house. These areas would be in full view of the other three property owners in our CC&R. In addition, because we do care about the beautiful vistas in the area, solar panels out in the fields would interrupt that view and we couldn't imagine that anyone would prefer those locations.

North of the garage. This location is closest to the property boundary to the north (approximately 128 ft from the property boundary) but well within the setback and building envelope. Our reasoning behind selecting this site was that being directly north of the garage, the panels are not blocking anyone's view of the valley from the cul-de-sac because the garage is already there. Also, because the ground slopes up from the house towards the cul-de-sac, some portions of the structure are blocked by ground. Views from the west would be of the side profile of the panels so would have less visual impact. We decided on this location knowing that we would provide screening on the north and west sides of the array.

By this time, it was fall and the December 31st deadline was approaching. Our contractor did not know about the C.U.P requirement until after he applied for the building permit. Since solar panels are not prohibited in the CC&R, and since we did and do not believe that we are in violation, we went ahead with the installation. Having not proceeded we would have missed a valuable tax credit. We realize and have always fully intended to create scenery so that this part of our yard is aesthetically pleasing.

Since this note has gotten longer than I anticipated, we will write a separate letter to go into detail about some potential plans. Being a master gardener for over 30 years, I feel confident analyzing soil nutrient levels and soil structure and working with local experts to select appropriate vegetation. I've been in contact with Kirstin at Franz Witte and Melissa Hamilton with University of Idaho Extension service in Cascade and they have both started providing me with information. We have also engaged a landscape architect to help come up with harmonious landscaping plan. We want to work with you all to move past this very rocky start to our relationship with you in the neighborhood. Our hope is that someday you consider us friends.

With respect, Kristen and Bruce

February 8, 2026

RE: Valley County CUP 25-032 McClellan Smith Solar Panels

Dear Bruce and Kristen,

We are in receipt of your letter regarding your illegally constructed and non-permitted solar array.

The proposed remediation is **completely unacceptable** to us and your adjacent parcel owners and neighbors. There is no reasonable physical barrier to effectively hide the visual industrial blight you have erected at the front of your property. It degrades the our current beautiful aesthetic and property value of everyone on the street and neighborhood.

It is in violation of multiple elements of our CCR document, as well as destroying the peaceful enjoyment of our respective properties. You are again reminded that the filed and acknowledged CC&R is a legal instrument that has primacy and is binding on all owners within this parcel.

Your actions are contrary to the intent of the CC&R's and jeopardize harmonious relations with your surrounding neighbors who value their properties and continued peaceful enjoyment. Had you made the effort to read and abide by the CCR's and discuss your ideas preemptively with your neighbors, you could have obviated this entire issue.

The only acceptable action is removal of this illegal structure from its current location. That could be the starting point to find an alternate location for a solar panel that is not illegal, subversive, and disruptive to all of your neighbors.

Options we may consider would be in alignment with our current CC&R's include:

- An appropriately sized fixed panel on your own south facing roof, so long as it not cause reflection, glint or glare on neighbors or transiting aircraft.

- Relocation of an appropriate panel to your own property's east side, and within your own well shielded view-plane, and where it would not be visible or infringe on other property owners and neighbors.

Tom and Lori Ronay
40 Flicker Rd.

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR GOVERNMENT LOT 4 AND THE SE1/4 OF SW1/4 OF
SECTION 7, T17N, R4E, B.M., VALLEY COUNTY, IDAHO**

THIS DECLARATION is made by Jug-78, LLC, an Idaho Limited Liability Company, hereinafter called "Declarant."

WHEREAS Declarant is the record owner of the real property described in Article III of this Declaration, and it desires to create thereon a number of residential parcels; and,

WHEREAS Declarant desires to provide for the preservation of the values and amenities in said Property, and, to this end, desires to subject the real property described in Article III to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are intended for the mutual benefit of said Property and of each owner of a portion thereof,

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth.

**ARTICLE I
DECLARATION**

Declarant hereby declares that each Lot, parcel or portion of the Property described in Article III is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successors 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 and/or by any Owner or such Owner's successors in interest.

**ARTICLE II
DEFINITIONS**

Declaration: The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions contained herein.

Declarant or Developer: The term "Declarant" or "Developer" shall refer to Jug-78, LLC, and its successors and assigns, who are the Declarants hereunder.

COVENANTS, CONDITIONS AND RESTRICTIONS - 1

Instrument # 265969
VALLEY COUNTY, CASCADE, IDAHO
2002-10-16 03:13:52 No. of Pages: 10
Recorded for: FIRST AMERICAN TITLE
LELAND G. HENRICH Fee: 30.00
Ex-Officio Recorder Deputy
Instrument: RESTRICTIVE COVENANT

Dwelling, Dwelling Units: The terms "Dwelling" and "Dwelling Units" are interchangeable and shall mean any building or portion thereof located on a parcel and designed and intended for use and occupancy as a single family residence.

Fractional Ownership: The term "fractional ownership" shall include any and all forms of ownership of a Lot other than the ownership of a Lot by a single person, or by a husband and wife, or by a trust whose beneficiaries are either a single person or a husband and wife. Subjecting a Lot to a mortgage, deed of trust, or similar financing arrangement shall not constitute fractional ownership.

Improvements: The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, poles, signs and all other structures of every type and kind.

Lot: The term "Lot" shall mean any of the four parcels of real property shown on the Record of Survey of the Property which was recorded on June 25, 2002, in Valley County, Idaho, as Instrument No. 263176.

Outbuildings: The term "Outbuildings" shall include all buildings detached and separate from a Residence.

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

Property: The term "Property" shall mean that real property described in Article III.

Record, Recorded: The term "Record" or "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

Residence: The term "Residence" shall mean a building or buildings, including any attached garage or similar building, used for residential purposes.

Single Family Residential Use: The term "Single Family Residential" use and/or purposes shall mean the occupation and use of a single family dwelling in conformity with this Declaration and any requirements imposed by applicable zoning laws or other state or municipal agency's rules or regulations. Guest or caretaker quarters shall be included with the term "single family residential" for purposes of these CC&Rs, which is not to say such a structure is permitted under the Valley County Land Use and Development Ordinance. Owners must follow all applicable regulations of any governmental entity having jurisdiction thereof prior to construction of such structures. Fractional ownership interests and use shall not be considered as "single family residential use".

Structure: The term "Structure" shall include items such as buildings, outbuildings, fences, walls, stairs, decks, poles, retaining walls, and above-ground storage tanks (e.g., for storage of gasoline, diesel, propane, etc.).

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

3.01 **Property:** The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Valley County, Idaho, and is more particularly described as Government Lot 4, and the SE1/4 of the SW1/4 of Section 7, T17N, R4E, Boise Meridian, Valley County, Idaho. All of such shall be referred to as the "Property" in this instrument.

ARTICLE IV PROTECTIVE COVENANTS

4.01 **Land Use:** All of the subject Lots in the Property shall be used and occupied solely for single family residential purposes. Time-sharing and/or fractional ownership, use and occupation of any Lot shall not be allowed. Neither shall commercial/business use be allowed, except the grazing of livestock and/or pasture lease. None of the subject Lots or parcels shall be split, divided or subdivided into smaller lots or parcels.

4.02 **Buildings:**

A. No buildings other than the following shall be erected or maintained on any Lot: one residence, one guest house or caretaker's quarters, a detached garage, a barn, a pump house, and such other usual and appropriate outbuildings strictly incidental and appurtenant to a private residence or agricultural use as permitted in this Declaration. No use whatsoever shall be made of any parcel herein other than as the site and grounds of a private residence, and for agricultural purposes as allowed herein. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like; and, any separate rental of any separate dwelling unit shall be specifically determined to be multi-family dwelling. This is not, however, intended to exclude a guest house, or caretakers' quarters for persons employed upon the premises, if such guest or caretaker's housing is allowed by applicable laws, regulations and ordinances. Only one additional residence other than the primary home (i.e., either a guest house or a caretaker's house) will be allowed on any Lot.

B. No structure of a temporary character (specifically including but not limited to, mobile homes, pre-manufactured homes, modular homes, basements, shacks, garages, barns or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently, except during the period of construction, but in no event to exceed a period of six (6) months; nor shall any residential structure be moved on to any Lot from any other location, unless the prior written approval of the Declarant is first obtained.

C. All construction and materials must be of good quality and done in a good workmanlike manner. All buildings must be located on each Lot within the building envelope identified on each Lot. The building envelope is that area within a 75-foot radius of the green stake(s) located on each Lot. In case of removal or loss of said green stake(s), the locations of the building envelopes are on file with Kerr Surveying, McCall, Idaho.

D. To the extent reasonably possible, each Owner's selection of building and roof materials shall take into account the harmony thereof with the surroundings, the effect of the building materials and the structures on the outlook of the adjacent or neighboring Lots, the effect said structure and materials will have on the view of surrounding building sites, and any and all other facts which affect the desirability of such materials and structures. No exterior surfaces of any structure other than trim shall be painted or colored except as hereinafter set forth. No reflective roofing or exterior siding material may be exposed on any structure. All exterior walls of any structure shall be of natural materials (such as wood, stained wood, rock or brick), or of good quality simulated woodgrain siding (e.g., metal or masonite) with pre-painted or pre-colored surface, or a combination thereof. Provided, further, that wainscoating, made from the above-referenced siding, is allowed regardless of whether it is wood-grained or not, but only to a maximum of four feet above ground level.

E. No Satellite dish larger than two feet (2') in diameter will be allowed on the Property. All satellite dishes must be installed no higher than the roof line if attached to a building, and no higher than six feet if not attached to a building. Additionally, the location of any free-standing satellite dish must be approved by the other Lot Owners prior to installation, and must be within the building envelope.

F. This Declaration is not intended to serve as authority for any person to control the interior layout or design of structures, except to the extent incidentally necessitated by use, size and other restrictions contained in this instrument.

G. A residence shall contain no less than 1,600 square feet (as measured by the building footprint on the ground) of heated floor area devoted to living purposes (i.e. exclusive of roofed or unroofed porches, terraces, patios, decks, basements or garages).

H. No Outbuildings or other Structures shall be allowed on those parts of Lots 1 and 2 that are west of the old railroad bed which runs in a general north/south direction through said Lots 1 and 2; provided, however, that Outbuildings or other Structures are allowed within the areas on the high spots that are marked by wooden posts. In case of removal or loss of said wooden posts, the locations of said areas on the high spots are on file with Kerr Surveying, McCall, Idaho. The location of said old railroad bed is shown as an "existing road" on the Record of Survey of the Property referenced in the definition of "Lot", above.

4.03 Landscaping: All Lots shall be properly cared for at all times so as to maintain a good appearance to the public view, to provide a vegetation cover, and to avoid erosion and dust.

The owner of each Lot, upon erecting a single family residence or other approved structure thereon, shall provide and maintain native and natural landscaping. All disturbed areas shall be re-established with native vegetation and/or other usual and customary yard grass and landscaping. Reasonable fire-wise landscaping practices shall be followed.

4.04 Lighting: All outdoor lighting shall be placed in such a manner and be of such a kind that it will not project light horizontally, so that no bright or glaring light shall be obvious within the Property. No lights shall be placed in excess of twenty feet (20') above the ground, and all lighting must be shielded from shining upward.

4.05 Animals:

A. Except as specifically provided in this Declaration, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided, further, that dogs, cats or other domestic pets are allowed, provided that the same are not kept, bred or maintained for commercial purposes.

B. All animals kept outside must be restrained so that they do not leave the Owner's parcel.

C. Large animals, including horses, cattle, llamas, sheep, and comparable-sized animals, may be kept and maintained on any Lot so long as prudent agricultural practices are followed in order to avoid over-grazing. Such animals must be maintained inside a fence properly constructed to hold large animals.

D. Parcels 1 and 2, as shown on the aforesaid Record of Survey of the Property, shall be subject to a livestock exclusion zone for the protection of Boulder Creek. A livestock exclusion zone is currently fenced and established along Boulder Creek, thus creating a corridor for wildlife habitat and continued stream restoration and preservation. This zone shall continue to be maintained by the respective Owners of Parcels 1 and 2. The exclusion zone generally parallels the Boulder Creek streambed, and is evidenced by an existing fence. Said exclusion zone is subject to limited controlled grazing. If adequate stock water is not available otherwise, it can be made available in accordance with Idaho Department of Water Resources requirements via a ditch or pipe system on the respective parcels. The Owners of the respective parcels shall have the right to fence one (1) stockwater access corridor to Boulder Creek, not to exceed thirty (30) feet in width, in the event stockwater is not reasonably available via the aforesaid ditch/pipe system.

4.06 Garbage, Refuse Disposal: No Lot or any part thereof shall be used or maintained as a dumping ground for rubbish, trash, junk or other waste materials. All such waste of this nature must be kept in sanitary containers out of sight and secure from access by domestic or wild animals, and must be removed from the Lot as reasonably necessary. All containers for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times. No burning of any household garbage, trash or other noxious refuse shall be permitted. No lumber, grass, shrub or tree clippings, compost piles or plant waste, metals, bulk materials,

unused building materials, or refuse or trash or other materials shall be kept, stored or allowed to accumulate on any Lot. Firewood shall be stored inside a fully-enclosed permanent building.

4.07 Unightly Exposure and Storage: Except as provided at Section 4.02.B., all automobiles, vehicles, ATVs, motorcycles, yard and agricultural equipment, snowmobiles, boats, boat trailers, travel trailers, camper trailers, motor homes, automotive campers, and all other similar or otherwise unsightly property located on any Lot, shall be stored in a fully-enclosed permanent building. Except as provided at Section 4.02.B., none of the aforementioned items shall ever be parked outside of said enclosed building for more than three (3) consecutive days. Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than a total of thirty (30) days each calendar year. No building materials of any kind shall be placed or stored upon any Lot until the owner thereof is ready and able to commence construction, and then such materials shall be placed and kept neatly within the property lines of such Lot, and shall not be stored for longer than ninety (90) days.

4.08 Hazardous/Offensive Activity: Nuisances: Discharge of firearms on or across the Property is strictly prohibited. No person shall perform or allow on any Lot any activity or improvement which is hazardous, noxious or offensive, or an unreasonable annoyance or nuisance to the owner of any other Lot, or involves the pollution of the earth or water of, or the air over, any part of the Property, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. No open fires shall be lighted or permitted on any portion of any Lot, except those controlled and attended fires required for clearing or maintenance of land, and previously approved in writing by three of the four Lot Owners and applicable regulatory agencies, or those within a contained and safe area for cooking and recreational purposes.

4.09 Utilities: All electrical power lines, telephone lines and other utility service lines shall be underground within the Property, including but not limited to that area from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted.

A. **Electrical:** The purchaser and Owner of each Lot shall be responsible for all required hook-up fees and for bringing the electrical line to the building site. Private electrical generating systems shall not be permitted, except as a backup system in case of primary electrical service failure.

B. **Water:** Water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners; and, each well shall comply with the requirements of the Idaho Central District Health Department and shall otherwise comply in all respects with the regulations and health standards of any governmental entity having jurisdiction thereof.

C. Septic: Sewage disposal for each Lot shall be supplied by means of individual septic systems, in accordance with applicable Idaho Central District Health Department requirements, Valley County Ordinances and other applicable restrictions. Installation and maintenance of such systems shall be the sole and exclusive responsibility of Lot Owners.

D. Storage/Propane Tanks: All above-ground storage and/or propane tanks shall be fully enclosed, fenced, screened and/or landscaped to eliminate reflection and unsightly exposure.

4.10 Signs: The only signs permitted on any Lot or improvement shall be:

A. One sign of customary size for identification of the occupant and the address of any dwelling;

B. Signs for sale and administration purposes installed by the Declarant during development and sale of the Lots;

C. Standard real estate signs advertising a Lot for sale, not to exceed 9 square feet in surface size;

D. Signs as may be necessary to advise of rules and regulations or to caution or warn of danger, and,

E. Such signs as may be required by law.

4.11 Fences: No fence, wall or hedge higher than four (4) feet, six (6) inches shall be erected or maintained on said Lots or any portion thereof, except as provided herein. With the prior consent in writing of all adjoining Lot Owners, a fence, wall or hedge not to exceed six (6) feet in height may be erected and maintained on any Lot. Fences shall not interfere with snow removal. Interior screening fences (i.e. constructed for the purpose of screening an area) shall not exceed six (6) feet in height. Fences shall be constructed of wood, wire or stone.

4.12 Snow Removal and Driveway Maintenance: Snow removal and maintenance of private roads and driveways will be the responsibility of each Lot Owner, and not the responsibility of the Declarant.

4.13 Noxious Weeds: Each Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan.

4.14 No Mining/Drilling: No part of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, except that the drilling of wells for the extraction of water for domestic use and gardening and landscape irrigation shall be allowed, if such is in accordance with applicable governmental authorities.

ARTICLE V ENFORCEMENT

5.01 Persons Entitled to Enforce: The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

- (a) The Declarant, its successors and assigns; and/or
- (b) The Owner or Owners of any Lot adversely affected.

5.02 Methods of Enforcement: Any Owner or other persons found or alleged to be in violation of any of the provisions of this Declaration shall be given fifteen (15) days written notice of the nature of the violation and opportunity to correct same. Upon failure of such Owner to correct the violation within said fifteen (15) day period, or such further time as may be granted by the entity/person giving such notice of violation, this Declaration may be enforced by any or all of the following non-exclusive means:

- (a) Arbitration, if agreed upon by the parties, as provided for under Idaho Law;
- (b) Legal or equitable action for damages, injunction, abatement, and/or specific performance; and
- (c) Legal action to restore the portion of the affected property to the condition in which it is required to be kept by this Declaration.

5.03 Fees and Costs: Any person or entity entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a decree from any court or arbitrator enforcing any of the provisions hereof, or who otherwise prevails in pursuit of its claim, shall be entitled to reasonable attorney's fees and costs incurred in remedying or abating the violation hereof, including fees incurred prior to litigation or arbitration and on appeal.

5.04 Non-Liability for Enforcement or Non-Enforcement: Neither the Declarant nor Lot Owners shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI GENERAL PROVISIONS

6.01 Binding Effect: The various restrictive measures and provisions of this Declaration constitute mutual equitable servitudes for the protection and benefit of each parcel in the Property and of the owners thereof, and for the benefit of the Property 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. Furthermore, each such person

acknowledges that the area surrounding the Property is rural in character and that its present and future uses do and may include farming, ranching, logging, hunting, fishing, and generally all kinds of outdoor activity, including use of trail or ATV vehicles.

6.02 Term and Amendment of Declaration: The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a written recorded instrument approved by all Lot Owners.

6.03 Effect of Security Interest: None of the provisions of this Declaration shall in any way reduce the security or defeat or render invalid the lien of any mortgage or the title held under any deed of trust now or hereafter placed on any part of the Property. If, however, any portion of the said Property is sold under foreclosure of any mortgage or deed of trust or the power of sale therein, the party acquiring title at such foreclosure or sale and his successors shall hold all property so acquired subject to all of the terms and conditions hereof.

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

6.05 Application of Declaration: The provisions of this Declaration shall apply to all parts of the Property, and shall further apply to all persons (not just the Owner) having an interest in any part of the Property. It shall be the responsibility of the Owners of the subject parcels within the Property to make sure that their tenants, if any, are fully aware of and abide by all of the conditions set forth in this Declaration at all times.

6.06 Non-Discrimination: No Owner, or his broker or any other agent advertising his property for rent or sale, shall make any reference to, or discriminate on the basis of color, race or religion; in renting or selling he shall not inquire into, nor discriminate or refuse to negotiate, nor offer different terms, on the basis of color, race or religion of the prospective tenant or buyer.

6.07 Variances: The Declarant may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, and shall become effective upon recordation in the office of the County Recorder of Valley County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

IN WITNESS WHEREOF, said Declarant has executed this Declaration on this 16th
day of OCTOBER, 2002.

JUG-78, LLC

By: *Alan F. Pearson*
ALAN F. PEARSON
Its: Member/Manager

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

On this 16th day of October, 2002, before me, *Sherril Pedersen*,
a Notary Public in and for said State, personally appeared ALAN F. PEARSON, known or
identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same in his capacity as member/manager of Jug-78,
LLC.

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



Sherril Pedersen
NOTARY PUBLIC FOR IDAHO
Residing at: *McCall, ID*
My Commission Expires: *7/18/07*

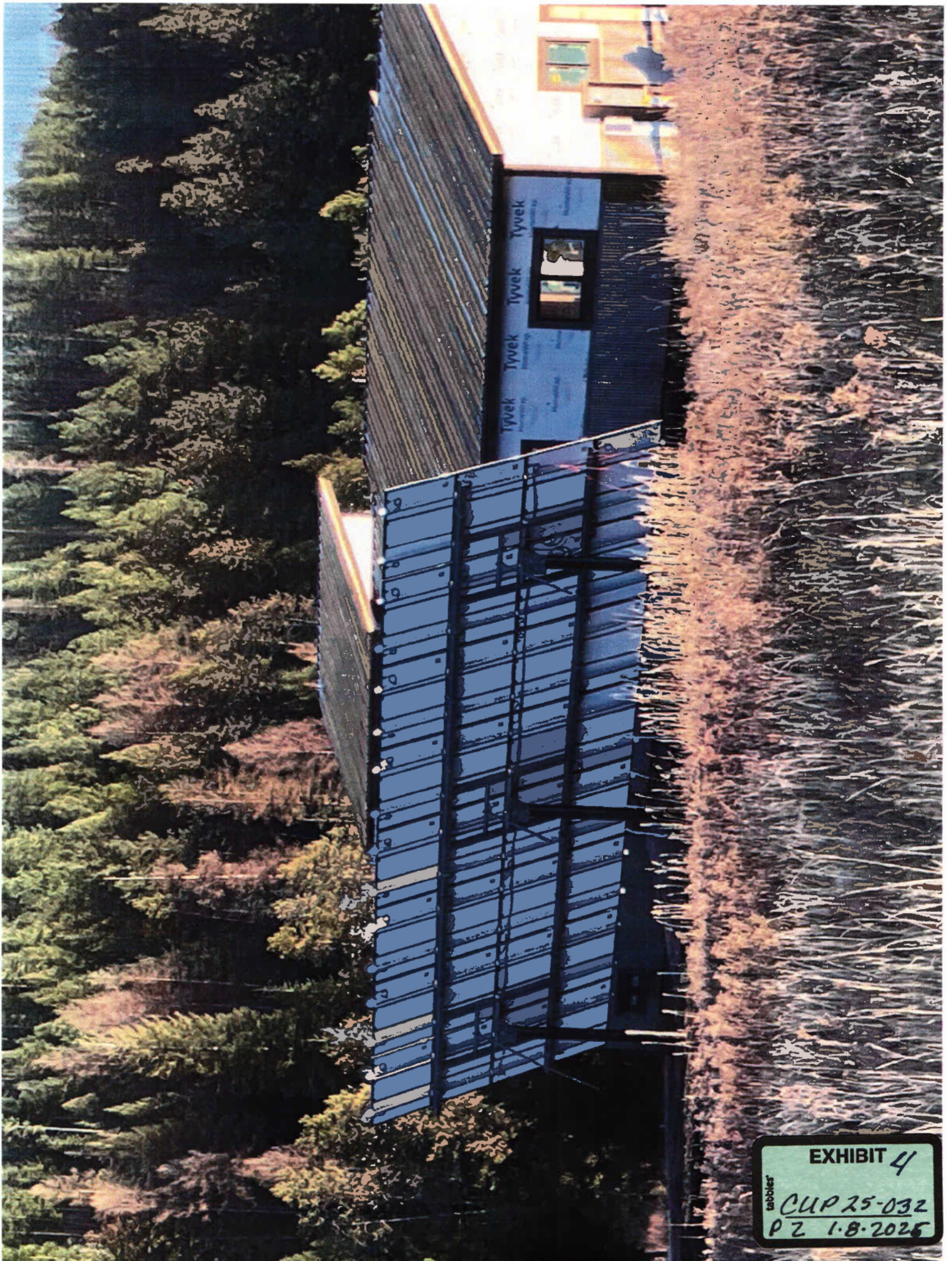


EXHIBIT 4
tabbler
CUP 25-032
P 2 1.8.2025



From: James D Boley <[REDACTED]@jil[REDACTED]>
Sent: Monday, January 5, 2026 2:43 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Subject: C.U.P 25-032 Solar Panels, 30 Flicker Road



Cynda,

I hope you enjoyed your holidays and are looking forward to a great New Year. I am writing about the above captioned Conditional Use Permit request at 30 Flicker Road, set for public hearing on January 8, 2026. This letter is written as a Valley County resident, a Jughandle Estates homeowner and a Valley County Real Estate Broker. I am not writing as a lawyer (although I hold an active California law license) and I am not representing any of the aggrieved parties. The requested C.U.P., however, is concerning to me and a number of Jughandle Estates neighbors. Certainly, those most directly affected will be attending and speaking in opposition to the requested permit.

Valley County has long held a commitment to maintaining a "rural atmosphere" as stated in the Valley County Comprehensive Plan. As the county continues to grow, that commitment has never been so important as it is now. The long term success and vibrancy of our community depends on careful planning and zoning that supports the continuity of our roots. This was, in fact, the Planning & Zoning Commission's view back in November 2024, when a C.U.P. request was made for a solar farm on 16 acres at 12600 Goode Lane. The commissioners doubted the solar farm's compatibility with nearby homes, and noted the impact to neighbors. Three such neighbors spoke in opposition at the hearing labeling the project an "eyesore" that would tank surrounding property values. The C.U.P. request was denied, also in part because it lacked sufficient details.

While the scale of the subject solar project is much less, it is no less concerning to the surrounding neighbors who are within "eyeshot" of the array and can likewise argue that their property value will be harmed because of an adjacent homeowner who lacked the consideration to lawfully seek a permit prior to construction. Valley County Building Code section 6-1-9 (A) states that it is unlawful to construct anything coming under the purview of Chapter 6. Likewise, Section 6-1-9 (D)(1) states that is unlawful to connect or energize any electrical installation...to any building or structure coming under the provisions of the Chapter unless the necessary permit covering such installation has been issued. I do not know whether the solar array is actually connected or energized. At a minimum, I think we can acknowledge that the owners and/or Magic Valley Electric violated the law.

To the extent that the 30 Flicker Road homeowners argue that it would be unfair to disallow the permit given the cost of the solar installation and its subsequent removal, that argument should be flatly rejected. They moved forward with the project knowingly in violation of the Code, or at a minimum had presumptive knowledge of its contractor, Magic Valley Electric, who is in the business of knowing building codes. If the homeowners were not informed of the requirements by their contractor, perhaps their remedy lies therein. Nonetheless, the surrounding neighbors should not be harmed because it would be costly for the unlawful homeowners to remove the solar array. Nor should the commissioners be goaded into approving the C.U.P. request because it would be uncomfortable for the subject homeowners to take down the solar array. The surrounding neighbors believe the array is an eyesore and diminishes their property values and enjoyment of their properties. That really is the only issue before the P&Z Commission. Whose rights are paramount: that of homeowners who wish to construct a solar array deemed an "eyesore" or multiple adjacent and surrounding neighbors that seek to preserve their view on the foot of Jughandle Mountain, and maintain the rural atmosphere of their neighborhood?

Lastly, some of the adjacent neighbors who are pilots, will raise the additional concern that the array may have on pilots who use that overhead corridor to fly into the Idaho backcountry. I would think the issue of potential "flash blindness" should be addressed as well.

All of us Valley County residents count on the P&Z Commission to safeguard our homes, our property values and our community. If that responsibility is not zealously carried out, whose neighborhood is next? We live in the Central Mountains of Idaho for a reason. Let's not lose the very reason why we live here.

Best regards, Jim
James D. Boley, Esq.
Phone [REDACTED] Cell

Associate Broker (License AB43100)
Realtor®

Keller Williams Realty Boise
1065 S Allante Place
Boise, ID 83709
Office (208) 672-9000

Instrument # 263178
 VALLEY COUNTY, CASCADE IDAHO
 2002-06-25 02:45:31 No. of Pages: 1
 Recorded by: KERR SURVEY LELAND Q. HENRICH Fee: 5.00
 E-Office Recorder Deputy J.A.M.M.Y.

I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this record was prepared from notes taken during an actual survey made under my direct supervision in November of 2001, and that it correctly represents the points, courses and distances as recorded in said field notes.



LEGEND

- found brass cap
- ⊙ set 5/8" rebar w/ plastic cap
- set 1/2" rebar w/ plastic cap
- calc. point, no monument set
- ⊗ found aluminum cap
- ⊙ found 5/8" rebar
- found 1/2" rebar
- ▲ set 3/8" rebar line marker
- ⊙ set 5/8" rebar w/ aluminum cap



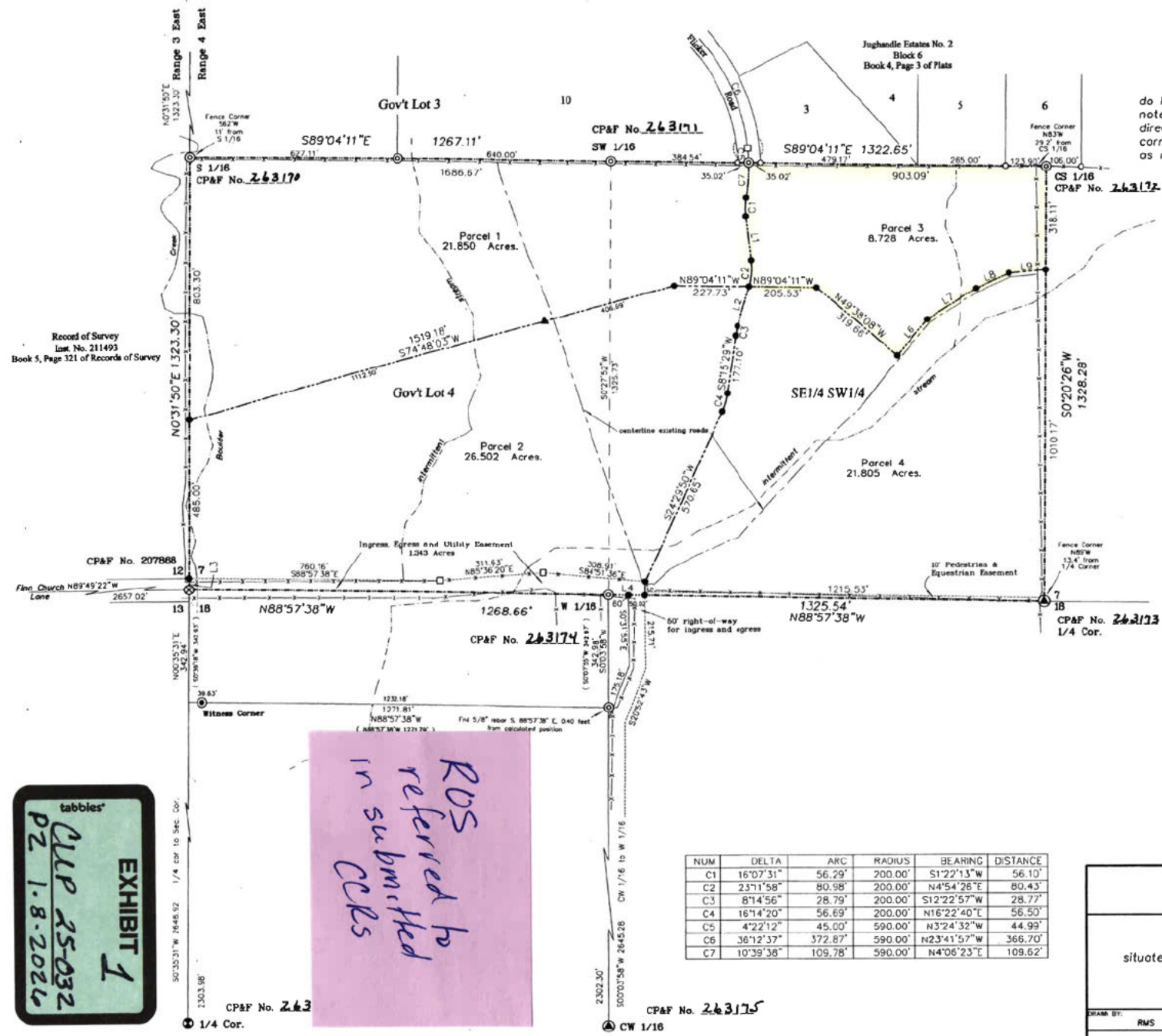
Scale 1" = 200'
 Bearings based on R.O.S.
 Inst. No. 211493

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	16°07'31"	56.29'	200.00'	S1°22'13"W	56.10'
C2	23°11'58"	80.98'	200.00'	N4°54'26"E	80.43'
C3	8°14'56"	28.79'	200.00'	S12°22'57"W	28.77'
C4	16°14'20"	56.69'	200.00'	N16°22'40"E	56.50'
C5	4°22'12"	45.00'	590.00'	N3°24'32"W	44.99'
C6	36°12'37"	372.87'	590.00'	N23°41'57"W	366.70'
C7	10°39'38"	109.78'	590.00'	N4°06'23"E	109.62'

RECORD OF SURVEY
 Valley County, State of Idaho

JUG 78 L.L.C.
 situate in Gov't Lot 4, and the SE 1/4 of the SW 1/4
 Section 7, T. 17 N., R. 4 E., B.M.
 Valley County, Idaho

DRAMA BY: RMS FILE NAME: person1.tx LOCATOR CODE: 1704E073
 Rev. 20 June 02
 KERR SURVEYING McCall, IDAHO May 2002



RDS referred to in submitted CCLs

tabbles' EXHIBIT 1
 QLP 25-032
 PZ 1.8-2026

Record of Survey
 Last No. 211493
 Book 5, Page 321 of Records of Survey

3K 1pg 104

Instrument # 263176
 VALLEY COUNTY, CASCADE, IDAHO
 2002-06-28 02:45:31 No. of Pages: 1
 Recorded for: KERR SURVEYING
 LELAND G. HEIBRICH Fee: 5.00
 Ex-Officio Recorder Deputy J.M.B. 2002

I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this record was prepared from notes taken during an actual survey made under my direct supervision in November of 2001, and that it correctly represents the points, courses and distances as recorded in said field notes.



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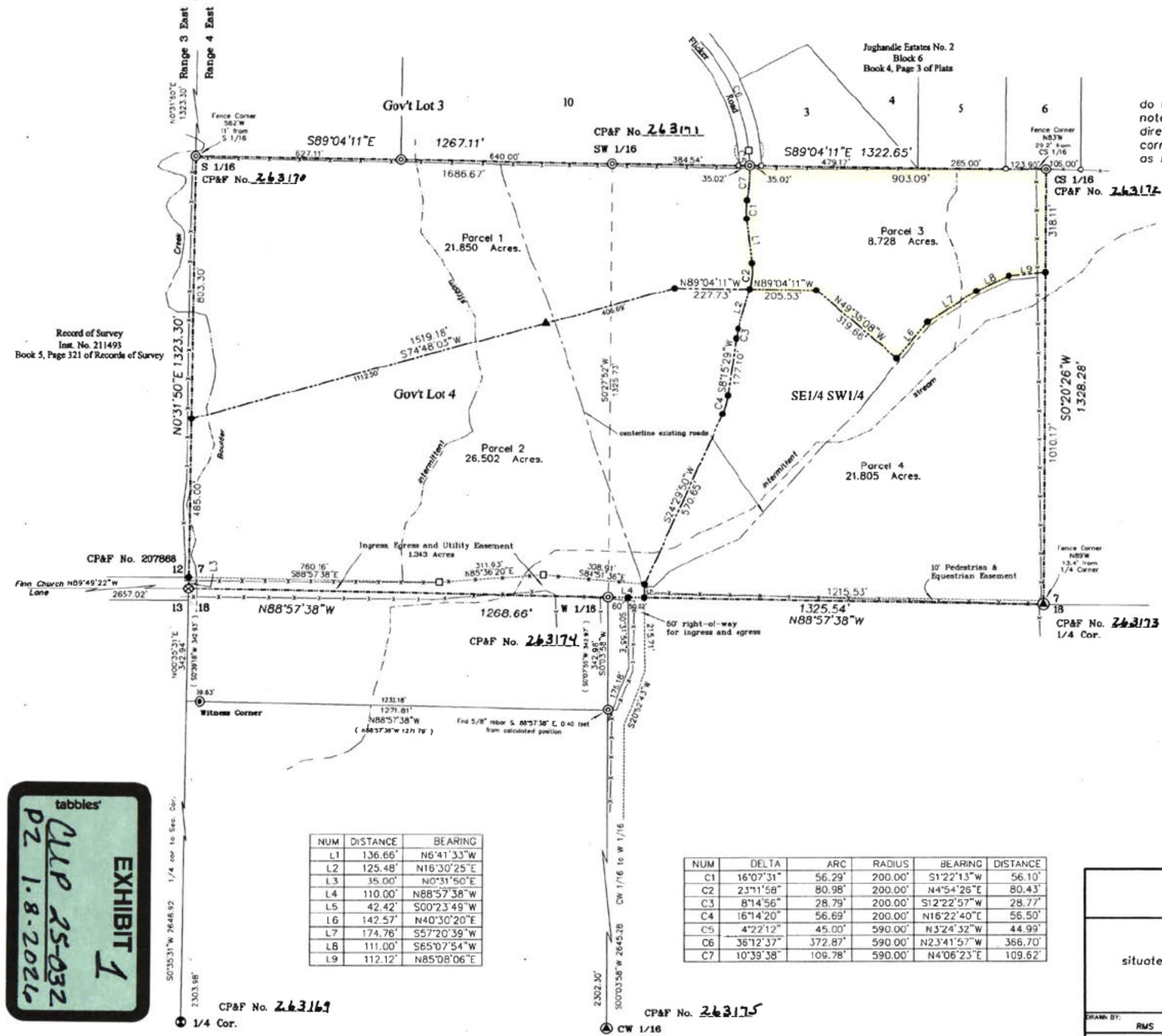
Scale 1" = 200'

Bearings based on R.O.S.
 Inst. No. 211493

RECORD OF SURVEY
 Valley County, State of Idaho

JUG 78 L.L.C.
 situate in Gov't Lot 4, and the SE 1/4 of the SW 1/4
 Section 7, T. 17 N., R. 4 E., B.M.
 Valley County, Idaho

DRAWN BY: RMS	FILE NAMES: person1.fxd	LOCATOR CODE: 1704E073
KERR SURVEYING McCall, IDAHO		May 2002



NUM	DISTANCE	BEARING
L1	136.66'	N6°41'33"W
L2	125.48'	N16°30'25"E
L3	35.00'	N0°31'50"E
L4	110.00'	N88°57'38"W
L5	42.42'	S00°23'49"W
L6	142.57'	N40°30'20"E
L7	174.76'	S57°20'39"W
L8	111.00'	S65°07'54"W
L9	112.12'	N85°08'06"E

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	16°07'31"	56.29'	200.00'	S1°22'13"W	56.10'
C2	23°11'58"	80.98'	200.00'	N4°54'26"E	80.43'
C3	8°14'56"	28.79'	200.00'	S12°22'57"W	28.77'
C4	16°14'20"	56.69'	200.00'	N16°22'40"E	56.50'
C5	4°22'12"	45.00'	590.00'	N3°24'32"W	44.99'
C6	36°12'37"	372.87'	590.00'	N23°41'57"W	366.70'
C7	10°39'38"	109.78'	590.00'	N4°06'23"E	109.62'

tabbles
 CLIP 25-032
 PZ 1.8.2024
EXHIBIT 1

Record of Survey
 Inst. No. 211493
 Book 5, Page 321 of Records of Survey

CP&F No. 263169
 1/4 Cor.

CP&F No. 263175
 CW 1/16

From: Thomas Ronay <[REDACTED]>
Sent: Sunday, December 28, 2025 9:25 PM
To: Cynda Herrick <cherrick@valleycountyid.gov>
Cc: Lori Ronay <[REDACTED]>
Subject: C.U.P. 25-032 Solar Panels 30 Flicker Rd., McCall Public Hearing 01/08/2026

Dear Cynda,

Please find attached our response and CCR's for this neighboring project on 30 Flicker Rd., McCall. Unfortunately, we are not able to attend the hearing in person.

Given that we, nor other neighborhood owners, were not notified of this solar panel project in accordance of our respective CCR process, we request there be a stay in the County decision making until it is adequately addressed.

We appreciate your consideration in this matter. Please email or call should you have any questions.

Sincerely,

Thomas and Lori Ronay

[REDACTED]
[REDACTED]

December 28, 2025

Cynda Herrick, AICP, CFM
Planning & Zoning Director
P.O. Box 1350
Cascade, ID 83611

RE: C.U.P. 25-032 Solar Panels
30 Flicker Rd.

Dear Cynda,

This letter is submitted by email in reference to the Public Hearing on January 8, 2026 for 30 Flicker Rd., McCall, solar panel installation and variance request.

As an adjacent property owner at 40 Flicker Rd. in McCall, we have an interest in this request as we believe it is not currently allowed or addressed in accordance to the CCR's for Jug-78, LLC, dated 10/16/2002.

Pursuant to the CCR's as interested parties, were not notified, communicated with, or consulted on this project by the property owners of this proposed project prior to the Valley County notification of the upcoming public hearing. According to the CCR's, this is required by all landowners.

The solar panels are large, unsightly, and would likely infringe on our view, and enjoyable use of our property if not properly designed and agreed upon. Specifically, their high elevation and potential for solar reflection onto our and other properties is of paramount concern.

Additionally, any blinding reflection would be a dangerous hazard for aircraft that are transiting in and out of the Frank Church Wilderness as well as in the vicinity of the McCall Airport operating area. Optical reflectivity and glint would need to be studied and mitigated per FAA regulation and guidance; please refer to FAA 7460 and similar documents on the FAA website.

Subsections of the CCR's include the following:

Page 4, Section D discusses the "selection of building and roof materials shall take into account the harmony thereof with the surroundings the effect if the building materials and the structures on the outlook of the adjacent or neighboring Lots, the effect said structure and materials will have on the view of surrounding building sites, and any and all other facts which affect the desirability of such materials and structures." In addition, "No reflective roofing or exterior siding material may be exposed on any structure."

Page 4, Section E notes that "No Satellite dish larger than two feet (2') in diameter will be allowed on the Property. All satellite dishes must be installed no higher than the roof line if attached to a building, and not higher than six feet if not attached to a building. Additionally, the location of any free-standing satellite dish must be approved by the other Lot Owners prior to installation and out be within the building envelope." Given that oversized and solar tracking and motorized solar panels are not explicitly included, we would like there to be discussion on this potential installation and its potential detrimental effect on the surrounding residents and airspace.

Page 5, Section 4.04 **Lighting** references that light “will not project light horizontally, so that no bright or glaring light shall be obvious within the Property. No lights shall be placed in excess of twenty feet (20’) above the ground, and all lighting must be shielded from shining upward.” Light reflection, glint, and glare from this large solar panel should not infringe at any time on adjacent properties or interested parties.

Page 6, Section 4.07 **Unsightly Exposure and Storage references** “...otherwise unsightly property located on any Lot, shall be stored in a fully-enclosed permanent building.”

Page 6, Section 4.09 **Utilities** references “All electrical power lines, telephone, lines and other utility service lines shall be underground within the Property.

Subsection A. **Electrical** states, “Private electrical generating systems shall not be permitted, except as a backup system in case of primary electrical service failure.”

Please refer to pages 8-9, **Enforcement of Declarations**, specifically Sections 5.02 **Methods of Enforcement** and Section 6.07 **Variances** with regards to notification and process for entities as outlined.

Given that the Jug-78 CCR elements have not been addressed adequately prior to this public hearing, and construction of the solar panels has already begun, we respectfully request there be a stay of this matter until the CCR violations have been addressed and adequately mitigated to the satisfaction of the interested parties.

Respectfully submitted,

Thomas and Lori Ronay
Owners 40 Flicker Rd.

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR GOVERNMENT LOT 4 AND THE SE1/4 OF SW1/4 OF
SECTION 7, T17N, R4E, B.M., VALLEY COUNTY, IDAHO**

THIS DECLARATION is made by Jug-78, LLC, an Idaho Limited Liability Company, hereinafter called "Declarant."

WHEREAS Declarant is the record owner of the real property described in Article III of this Declaration, and it desires to create thereon a number of residential parcels; and,

WHEREAS Declarant desires to provide for the preservation of the values and amenities in said Property, and, to this end, desires to subject the real property described in Article III to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are intended for the mutual benefit of said Property and of each owner of a portion thereof,

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth.

**ARTICLE I
DECLARATION**

Declarant hereby declares that each Lot, parcel or portion of the Property described in Article III is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successors 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 and/or by any Owner or such Owner's successors in interest.

**ARTICLE II
DEFINITIONS**

Declaration: The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions contained herein.

Declarant or Developer: The term "Declarant" or "Developer" shall refer to Jug-78, LLC, and its successors and assigns, who are the Declarants hereunder.

COVENANTS, CONDITIONS AND RESTRICTIONS - 1

Instrument # 265969
VALLEY COUNTY, CASCADE, IDAHO
2002-10-16 03:13:52 No. of Pages: 10
Recorded for: FIRST AMERICAN TITLE
LELAND G. HENRICH Fee: 30.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

Dwelling, Dwelling Units: The terms "Dwelling" and "Dwelling Units" are interchangeable and shall mean any building or portion thereof located on a parcel and designed and intended for use and occupancy as a single family residence.

Fractional Ownership: The term "fractional ownership" shall include any and all forms of ownership of a Lot other than the ownership of a Lot by a single person, or by a husband and wife, or by a trust whose beneficiaries are either a single person or a husband and wife. Subjecting a Lot to a mortgage, deed of trust, or similar financing arrangement shall not constitute fractional ownership.

Improvements: The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, poles, signs and all other structures of every type and kind.

Lot: The term "Lot" shall mean any of the four parcels of real property shown on the Record of Survey of the Property which was recorded on June 25, 2002, in Valley County, Idaho, as Instrument No. 263176.

Outbuildings: The term "Outbuildings" shall include all buildings detached and separate from a Residence.

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

Property: The term "Property" shall mean that real property described in Article III.

Record, Recorded: The term "Record" or "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

Residence: The term "Residence" shall mean a building or buildings, including any attached garage or similar building, used for residential purposes.

Single Family Residential Use: The term "Single Family Residential" use and/or purposes shall mean the occupation and use of a single family dwelling in conformity with this Declaration and any requirements imposed by applicable zoning laws or other state or municipal agency's rules or regulations. Guest or caretaker quarters shall be included with the term "single family residential" for purposes of these CC&Rs, which is not to say such a structure is permitted under the Valley County Land Use and Development Ordinance. Owners must follow all applicable regulations of any governmental entity having jurisdiction thereof prior to construction of such structures. Fractional ownership interests and use shall not be considered as "single family residential use".

Structure: The term "Structure" shall include items such as buildings, outbuildings, fences, walls, stairs, decks, poles, retaining walls, and above-ground storage tanks (e.g., for storage of gasoline, diesel, propane, etc.).

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

3.01 Property: The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Valley County, Idaho, and is more particularly described as Government Lot 4, and the SE1/4 of the SW1/4 of Section 7, T17N, R4E, Boise Meridian, Valley County, Idaho. All of such shall be referred to as the "Property" in this instrument.

ARTICLE IV PROTECTIVE COVENANTS

4.01 Land Use: All of the subject Lots in the Property shall be used and occupied solely for single family residential purposes. Time-sharing and/or fractional ownership, use and occupation of any Lot shall not be allowed. Neither shall commercial/business use be allowed, except the grazing of livestock and/or pasture lease. None of the subject Lots or parcels shall be split, divided or subdivided into smaller lots or parcels.

4.02 Buildings:

A. No buildings other than the following shall be erected or maintained on any Lot: one residence, one guest house or caretaker's quarters, a detached garage, a barn, a pump house, and such other usual and appropriate outbuildings strictly incidental and appurtenant to a private residence or agricultural use as permitted in this Declaration. No use whatsoever shall be made of any parcel herein other than as the site and grounds of a private residence, and for agricultural purposes as allowed herein. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like; and, any separate rental of any separate dwelling unit shall be specifically determined to be multi-family dwelling. This is not, however, intended to exclude a guest house, or caretakers' quarters for persons employed upon the premises, if such guest or caretaker's housing is allowed by applicable laws, regulations and ordinances. Only one additional residence other than the primary home (i.e., either a guest house or a caretaker's house) will be allowed on any Lot.

B. No structure of a temporary character (specifically including but not limited to, mobile homes, pre-manufactured homes, modular homes, basements, shacks, garages, barns or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently, except during the period of construction, but in no event to exceed a period of six (6) months; nor shall any residential structure be moved on to any Lot from any other location, unless the prior written approval of the Declarant is first obtained.

C. All construction and materials must be of good quality and done in a good workmanlike manner. All buildings must be located on each Lot within the building envelope identified on each Lot. The building envelope is that area within a 75-foot radius of the green stake(s) located on each Lot. In case of removal or loss of said green stake(s), the locations of the building envelopes are on file with Kerr Surveying, McCall, Idaho.

D. To the extent reasonably possible, each Owner's selection of building and roof materials shall take into account the harmony thereof with the surroundings, the effect of the building materials and the structures on the outlook of the adjacent or neighboring Lots, the effect said structure and materials will have on the view of surrounding building sites, and any and all other facts which affect the desirability of such materials and structures. No exterior surfaces of any structure other than trim shall be painted or colored except as hereinafter set forth. No reflective roofing or exterior siding material may be exposed on any structure. All exterior walls of any structure shall be of natural materials (such as wood, stained wood, rock or brick), or of good quality simulated woodgrain siding (e.g., metal or masonite) with pre-painted or pre-colored surface, or a combination thereof. Provided, further, that wainscoting, made from the above-referenced siding, is allowed regardless of whether it is wood-grained or not, but only to a maximum of four feet above ground level.

E. No Satellite dish larger than two feet (2') in diameter will be allowed on the Property. All satellite dishes must be installed no higher than the roof line if attached to a building, and no higher than six feet if not attached to a building. Additionally, the location of any free-standing satellite dish must be approved by the other Lot Owners prior to installation, and must be within the building envelope.

F. This Declaration is not intended to serve as authority for any person to control the interior layout or design of structures, except to the extent incidentally necessitated by use, size and other restrictions contained in this instrument.

G. A residence shall contain no less than 1,600 square feet (as measured by the building footprint on the ground) of heated floor area devoted to living purposes (i.e. exclusive of roofed or unroofed porches, terraces, patios, decks, basements or garages).

H. No Outbuildings or other Structures shall be allowed on those parts of Lots 1 and 2 that are west of the old railroad bed which runs in a general north/south direction through said Lots 1 and 2; provided, however, that Outbuildings or other Structures are allowed within the areas on the high spots that are marked by wooden posts. In case of removal or loss of said wooden posts, the locations of said areas on the high spots are on file with Kerr Surveying, McCall, Idaho. The location of said old railroad bed is shown as an "existing road" on the Record of Survey of the Property referenced in the definition of "Lot", above.

4.03 Landscaping: All Lots shall be properly cared for at all times so as to maintain a good appearance to the public view, to provide a vegetation cover, and to avoid erosion and dust.

The owner of each Lot, upon erecting a single family residence or other approved structure thereon, shall provide and maintain native and natural landscaping. All disturbed areas shall be re-established with native vegetation and/or other usual and customary yard grass and landscaping. Reasonable fire-wise landscaping practices shall be followed.

4.04 Lighting: All outdoor lighting shall be placed in such a manner and be of such a kind that it will not project light horizontally, so that no bright or glaring light shall be obvious within the Property. No lights shall be placed in excess of twenty feet (20') above the ground, and all lighting must be shielded from shining upward.

4.05 Animals:

A. Except as specifically provided in this Declaration, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided, further, that dogs, cats or other domestic pets are allowed, provided that the same are not kept, bred or maintained for commercial purposes.

B. All animals kept outside must be restrained so that they do not leave the Owner's parcel.

C. Large animals, including horses, cattle, llamas, sheep, and comparable-sized animals, may be kept and maintained on any Lot so long as prudent agricultural practices are followed in order to avoid over-grazing. Such animals must be maintained inside a fence properly constructed to hold large animals.

D. Parcels 1 and 2, as shown on the aforesaid Record of Survey of the Property, shall be subject to a livestock exclusion zone for the protection of Boulder Creek. A livestock exclusion zone is currently fenced and established along Boulder Creek, thus creating a corridor for wildlife habitat and continued stream restoration and preservation. This zone shall continue to be maintained by the respective Owners of Parcels 1 and 2. The exclusion zone generally parallels the Boulder Creek streambed, and is evidenced by an existing fence. Said exclusion zone is subject to limited controlled grazing. If adequate stock water is not available otherwise, it can be made available in accordance with Idaho Department of Water Resources requirements via a ditch or pipe system on the respective parcels. The Owners of the respective parcels shall have the right to fence one (1) stockwater access corridor to Boulder Creek, not to exceed thirty (30) feet in width, in the event stockwater is not reasonably available via the aforesaid ditch/pipe system.

4.06 Garbage, Refuse Disposal: No Lot or any part thereof shall be used or maintained as a dumping ground for rubbish, trash, junk or other waste materials. All such waste of this nature must be kept in sanitary containers out of sight and secure from access by domestic or wild animals, and must be removed from the Lot as reasonably necessary. All containers for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times. No burning of any household garbage, trash or other noxious refuse shall be permitted. No lumber, grass, shrub or tree clippings, compost piles or plant waste, metals, bulk materials,

unused building materials, or refuse or trash or other materials shall be kept, stored or allowed to accumulate on any Lot. Firewood shall be stored inside a fully-enclosed permanent building.

4.07 Unightly Exposure and Storage: Except as provided at Section 4.02.B., all automobiles, vehicles, ATVs, motorcycles, yard and agricultural equipment, snowmobiles, boats, boat trailers, travel trailers, camper trailers, motor homes, automotive campers, and all other similar or otherwise unsightly property located on any Lot, shall be stored in a fully-enclosed permanent building. Except as provided at Section 4.02.B., none of the aforementioned items shall ever be parked outside of said enclosed building for more than three (3) consecutive days. Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than a total of thirty (30) days each calendar year. No building materials of any kind shall be placed or stored upon any Lot until the owner thereof is ready and able to commence construction, and then such materials shall be placed and kept neatly within the property lines of such Lot, and shall not be stored for longer than ninety (90) days.

4.08 Hazardous/Offensive Activity: Nuisances: Discharge of firearms on or across the Property is strictly prohibited. No person shall perform or allow on any Lot any activity or improvement which is hazardous, noxious or offensive, or an unreasonable annoyance or nuisance to the owner of any other Lot, or involves the pollution of the earth or water of, or the air over, any part of the Property, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. No open fires shall be lighted or permitted on any portion of any Lot, except those controlled and attended fires required for clearing or maintenance of land, and previously approved in writing by three of the four Lot Owners and applicable regulatory agencies, or those within a contained and safe area for cooking and recreational purposes.

4.09 Utilities: All electrical power lines, telephone lines and other utility service lines shall be underground within the Property, including but not limited to that area from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted.

A. **Electrical:** The purchaser and Owner of each Lot shall be responsible for all required hook-up fees and for bringing the electrical line to the building site. Private electrical generating systems shall not be permitted, except as a backup system in case of primary electrical service failure.

B. **Water:** Water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners; and, each well shall comply with the requirements of the Idaho Central District Health Department and shall otherwise comply in all respects with the regulations and health standards of any governmental entity having jurisdiction thereof.

C. Septic: Sewage disposal for each Lot shall be supplied by means of individual septic systems, in accordance with applicable Idaho Central District Health Department requirements, Valley County Ordinances and other applicable restrictions. Installation and maintenance of such systems shall be the sole and exclusive responsibility of Lot Owners.

D. Storage/Propane Tanks: All above-ground storage and/or propane tanks shall be fully enclosed, fenced, screened and/or landscaped to eliminate reflection and unsightly exposure.

4.10 Signs: The only signs permitted on any Lot or improvement shall be:

A. One sign of customary size for identification of the occupant and the address of any dwelling;

B. Signs for sale and administration purposes installed by the Declarant during development and sale of the Lots;

C. Standard real estate signs advertising a Lot for sale, not to exceed 9 square feet in surface size;

D. Signs as may be necessary to advise of rules and regulations or to caution or warn of danger, and,

E. Such signs as may be required by law.

4.11 Fences: No fence, wall or hedge higher than four (4) feet, six (6) inches shall be erected or maintained on said Lots or any portion thereof, except as provided herein. With the prior consent in writing of all adjoining Lot Owners, a fence, wall or hedge not to exceed six (6) feet in height may be erected and maintained on any Lot. Fences shall not interfere with snow removal. Interior screening fences (i.e. constructed for the purpose of screening an area) shall not exceed six (6) feet in height. Fences shall be constructed of wood, wire or stone.

4.12 Snow Removal and Driveway Maintenance: Snow removal and maintenance of private roads and driveways will be the responsibility of each Lot Owner, and not the responsibility of the Declarant.

4.13 Noxious Weeds: Each Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan.

4.14 No Mining/Drilling: No part of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, except that the drilling of wells for the extraction of water for domestic use and gardening and landscape irrigation shall be allowed, if such is in accordance with applicable governmental authorities.

ARTICLE V ENFORCEMENT

5.01 Persons Entitled to Enforce: The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

- (a) The Declarant, its successors and assigns; and/or
- (b) The Owner or Owners of any Lot adversely affected.

5.02 Methods of Enforcement: Any Owner or other persons found or alleged to be in violation of any of the provisions of this Declaration shall be given fifteen (15) days written notice of the nature of the violation and opportunity to correct same. Upon failure of such Owner to correct the violation within said fifteen (15) day period, or such further time as may be granted by the entity/person giving such notice of violation, this Declaration may be enforced by any or all of the following non-exclusive means:

- (a) Arbitration, if agreed upon by the parties, as provided for under Idaho Law;
- (b) Legal or equitable action for damages, injunction, abatement, and/or specific performance; and
- (c) Legal action to restore the portion of the affected property to the condition in which it is required to be kept by this Declaration.

5.03 Fees and Costs: Any person or entity entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a decree from any court or arbitrator enforcing any of the provisions hereof, or who otherwise prevails in pursuit of its claim, shall be entitled to reasonable attorney's fees and costs incurred in remedying or abating the violation hereof, including fees incurred prior to litigation or arbitration and on appeal.

5.04 Non-Liability for Enforcement or Non-Enforcement: Neither the Declarant nor Lot Owners shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI GENERAL PROVISIONS

6.01 Binding Effect: The various restrictive measures and provisions of this Declaration constitute mutual equitable servitudes for the protection and benefit of each parcel in the Property and of the owners thereof, and for the benefit of the Property 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. Furthermore, each such person

acknowledges that the area surrounding the Property is rural in character and that its present and future uses do and may include farming, ranching, logging, hunting, fishing, and generally all kinds of outdoor activity, including use of trail or ATV vehicles.

6.02 Term and Amendment of Declaration: The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a written recorded instrument approved by all Lot Owners.

6.03 Effect of Security Interest: None of the provisions of this Declaration shall in any way reduce the security or defeat or render invalid the lien of any mortgage or the title held under any deed of trust now or hereafter placed on any part of the Property. If, however, any portion of the said Property is sold under foreclosure of any mortgage or deed of trust or the power of sale therein, the party acquiring title at such foreclosure or sale and his successors shall hold all property so acquired subject to all of the terms and conditions hereof.

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

6.05 Application of Declaration: The provisions of this Declaration shall apply to all parts of the Property, and shall further apply to all persons (not just the Owner) having an interest in any part of the Property. It shall be the responsibility of the Owners of the subject parcels within the Property to make sure that their tenants, if any, are fully aware of and abide by all of the conditions set forth in this Declaration at all times.

6.06 Non-Discrimination: No Owner, or his broker or any other agent advertising his property for rent or sale, shall make any reference to, or discriminate on the basis of color, race or religion; in renting or selling he shall not inquire into, nor discriminate or refuse to negotiate, nor offer different terms, on the basis of color, race or religion of the prospective tenant or buyer.

6.07 Variances: The Declarant may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, and shall become effective upon recordation in the office of the County Recorder of Valley County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

IN WITNESS WHEREOF, said Declarant has executed this Declaration on this 16th
day of OCTOBER, 2002.

JUG-78, LLC

By: *Alan F. Pearson*
ALAN F. PEARSON
Its: Member/Manager

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

On this 16th day of October, 2002, before me, *Sherril Pedersen*,
a Notary Public in and for said State, personally appeared ALAN F. PEARSON, known or
identified to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same in his capacity as member/manager of Jug-78,
LLC.

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



Sherril Pedersen
NOTARY PUBLIC FOR IDAHO
Residing at: *McCall, ID*
My Commission Expires: *7/18/07*

Cynda Herrick
Planning & Zoning Director

Dec. 14, 2025

Dear Ms. Herrick

RE: C.U.P. 25-032 Solar Panels

My Name is Clay Wright and my residence is on the 26.5 acre parcel adjoining and directly to the Southwest of the proposed 45 ft x 10 ft solar panel installation on my neighbor's property. I wish to go on record as strongly opposing this project. An obvious objection is to the scale of this project. We (myself and neighbors) chose to live in this rural area to enjoy the peace and quiet as well as the natural beauty of the surrounding landscape. The size of this proposed project (450 sq ft and over 17 ft tall) will be a blight on the landscape and an "in your face" perpetual visual insult to the surrounding neighbors.

Furthermore, and more importantly, is the location of the proposed array in relationship to my house. I have enclosed the aerial map of the solar panel(s) location which shows that I would be directly to the Southwest of the panels. That would mean that in winter, with the sun closer to the horizon, the panels would have to be aligned directly to the Southwest to maximize solar exposure. The result would be that the glare and reflection off the panels would be aimed directly at my residence. Note that the proposed solar panels array location is BEHIND the owner's house/garage and will therefore not affect their view and will not expose their residence to solar reflection and glare.

I view the scope, size and location of this solar array to be an insult to the current county planning/zoning restrictions of solar panel size restrictions. I hope that the Planning and Zoning Department will deny this conditional permit and halt the continuing degradation of the rural environment of Valley County.

Following are excerpts from various published studies highlighting the problems of glare and reflection from solar panel arrays.

Thank you for your time and attention.

Clay Wright
260 Finn Church Lane
P.O. Box 3328
McCall, ID 83638

Solar panels reflect sunlight, but the amount of glare depends on **panel angle, surface coating, and sun position**. When sunlight hits panels at a **low angle (below 20 degrees)**, reflections become more noticeable. For example,

at **10° incidence angle**, panels can reflect **10-20% of incoming light**, which may create bright spots visible from neighboring properties.

The worst glare typically occurs **early morning or late afternoon**, when the sun is near the horizon. In winter, glare risks increase because the sun stays **lower in the sky for longer periods**. A study by the National Renewable Energy Lab (NREL) found that **glare complaints peak between 7-9 AM and 4-6 PM**, matching low sun angles. Flat-mounted panels (0° tilt) reflect light **straight upward**, while tilted panels (20-40°) direct reflections **sideways**, potentially toward nearby homes.

The FAA has announced that it will disallow any new solar installations near airports without a quantitative glare analysis, including an assessment of visual impacts.

With growing numbers of solar energy installations around the world, solar glare is becoming an increasing concern. Impacts of glare, whether from photovoltaic (PV) or concentrating solar power installations, can range from discomfort to disability.

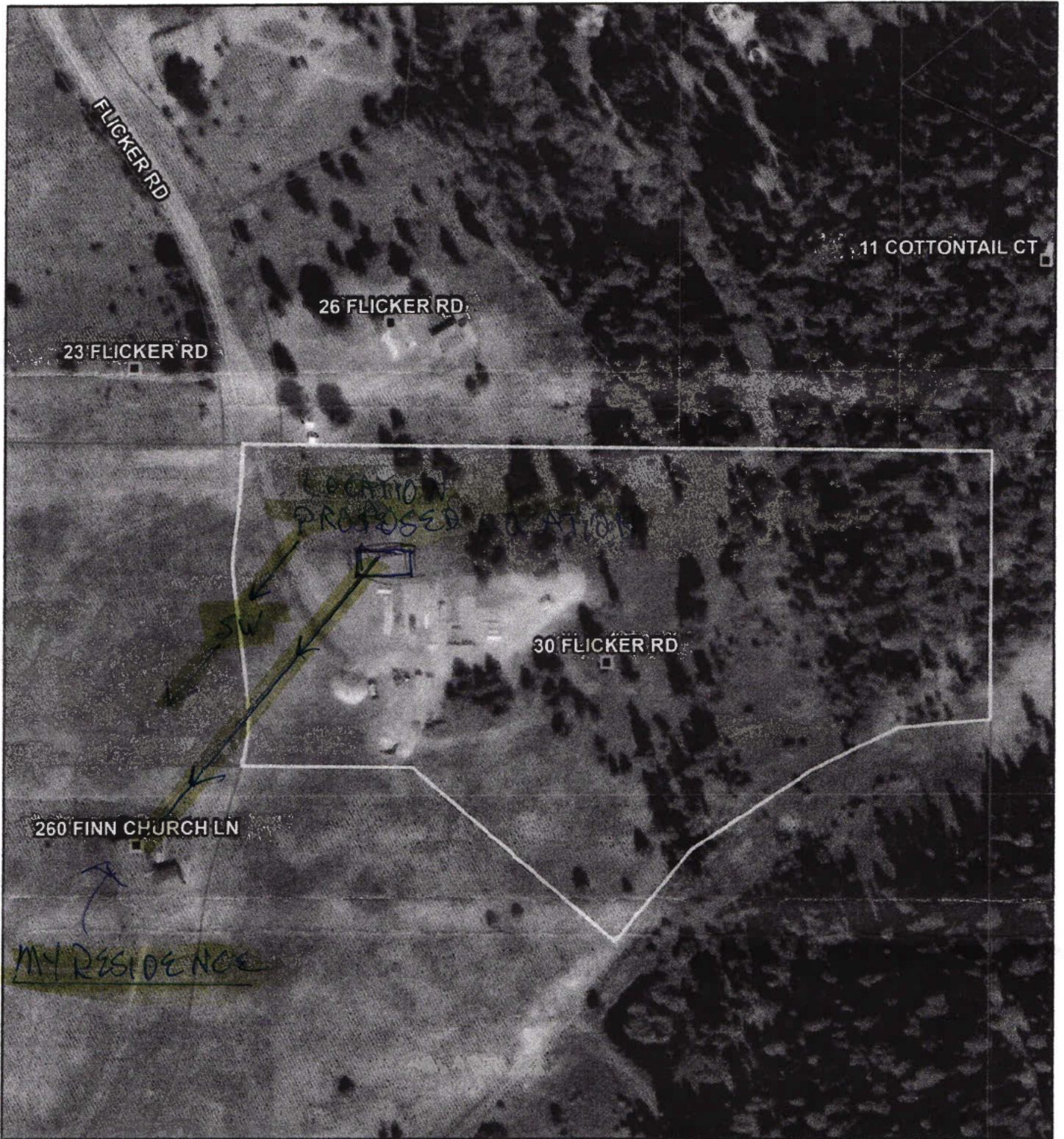
Glare from direct sunlight has been recognized for many years as a potential hazard for motorists and pilots [5-7]. Reports citing National Highway Traffic Safety Administration data estimate that solar glare causes nearly 200 fatalities and thousands of accidents involving motor vehicles each year, and the Federal Aviation Administration (FAA) reported that glare from direct sunlight contributed to nearly a dozen aviation accidents on average each year during an 11-year study [7].

While glare from direct sunlight is predictable — most problems occur during the mornings and evenings when the sun is close to the horizon, solar glare caused by reflections from solar energy installations can occur at varying times in unexpected locations. Glint (a momentary flash of light) and glare (a more continuous source of excessive brightness relative to the ambient lighting) can occur from various solar energy components such as PV modules, concentrating solar collectors/ mirrors and receivers.

Potential ocular impacts of retinal irradiance as a function of subtended source angle (from Ho, Ghanbari, Diver [2]). Note: 1 watt yields approximately 100 lumens of visible light in the solar spectrum. Because of these risks, codes and regulations seek to prevent unwanted glare from solar energy installations [8]. In addition, the FAA recently announced that it will disallow any new solar installations near airports without a quantitative glare analysis, including an assessment of visual impacts.

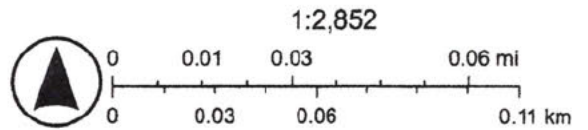
Impacts of glint and glare on eyesight can include discomfort, disability, veiling effects, after-image and retinal burn [2, 5, 9-13]. Prolonged exposure to “discomfort glare” may lead to headaches and other physiological impacts, whereas “disability glare” immediately reduces visual performance. Disability glare can include after-image effects, flash blindness and veiling, such as that caused by solar glare on a windshield that might mask pedestrians or vehicles.

C.U.P. 25-032 Aerial Map



11/26/2025, 12:59:03 PM

- Address Points
- Parcel Boundaries
- Roads
- URBAN/RURAL



Vantor

Dear Mr. Smith and Ms. McClellan

We have examined your application that was submitted on November 17, 2025 for the conditional use permit approval and the subsequent unapproved construction that was finished on December 6, 2025. The way this project was done is totally unacceptable to all in the neighborhood. Procedures were not followed. Application construction dates were ignored. Actual use of the Solar Panels is more primary than backup. There was no opportunity for public comment prior to construction. Statements made on the Impact Statement are disingenuous with a total disregard on how the appearance of the panels would have an effect on the landscape of the neighborhood. All in all we would have preferred the P&Z Board reject your approval out of hand, given the total disregard for procedure, and have ordered the panels removed.

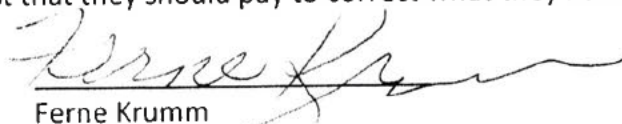
Perhaps the above paragraph given on its merits will result in that outcome which is correctly warranted. However, given the intent of the board to find an amenable solution to the problem that was created, we have come up with a several alternatives that we, in the neighborhood, would find acceptable:

Relocate Panels: Move the panels to a location that is truly "tucked" away from visibility from the public road. Mr. David Kennedy, with his vast experience in home construction, is willing to walk the property with you personally or your contractors to find a more suitable location, out of public sight.

Excavate and Lower the Panels: Since the panels are over 17 feet high, and resemble the back side erector set workings of a drive in movie screen, shrubbery, trees, etc. won't hide their undesirable appearance. Chairperson Potter suggested, from another situation similar to yours, to excavate down in the current location to a reduced acceptable height whereas shrubbery, trees, etc. would be able to hide the panels.

Split up the Panels: If the panels were in a different "split" or multiple split configurations their height could be reduced to a level that would be at a low enough to allow shrubbery, trees, etc. to adequately hide the panels.

The above alternatives are what we in the neighborhood would find acceptable. Any other alternative, short of total removal, will not be acceptable and the neighborhood would not rule out future courses of action to maintain its previous harmonious character. When deciding on how you will be proceeding given the lack of procedural and disingenuousness on the part of your Solar Panel contractor we suggest that they should pay to correct what they have created.



Ferne Krumm

Designated Flicker Rd. Neighborhood Spokesperson