

Keen, Shelley

From: Dalila Martinez Roberts <dalila4c@gmail.com>
Sent: Sunday, May 17, 2026 10:10 AM
To: Cristina Jacuzzi
Cc: Keen, Shelley; Riddle, Marcelina; Virginia Bradley; Rachel Bonilla; Scott King; Dan Goodman
Subject: Re: Request for Clarification and Documentation – Water Right No. 63-32259
Attachments: IMG_0753.jpeg; IMG_0752.jpeg; IMG_0754.jpeg; IMG_0750.jpeg

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

Greetings, Ms. Keen:

My spouse and I purchased new construction. See attached page 3 of my original 2016 New Construction Purchase and Sale Agreement; line 19, the purchase explicitly included water rights. There has never been subsequent agreements between the buyer and seller to amend or rescind this provision.

According to my 2017 warranty deed /platt with yellow heights of supporting verbiage and the 2016 RE-22 Pre-sold New Construction Purchase and Sale Agreement, the private well system water right is part of my home ownership within this HOA and is attached to Water Right #63-32259. I was never informed about the water transfer, nor given an opportunity.

I am providing this documentation for your review as a signature authority allowed such transactions. The attached water right transferred of 2018 is illegal because it did not include my signature for such transactions.

Please reply, how this will be corrected.

Sincerely,

Dalila Roberts

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On Mon, May 4, 2026 at 4:37 PM Cristina Jacuzzi <cristinajacuzzi@gmail.com> wrote:

Dear Ms. Keen,

Thank you for your continued assistance. I first reached out regarding this matter in 2018, and our HOA has continued working through this issue over the years. We have worked with members of your team,

including Cody and Marcelina, and I am reaching out to you directly as the signatory on the Water Right License for 63-32259.

As you may have seen in prior correspondence, we have spent considerable time gathering and reviewing the available records. In doing so, we located the Water Right License issued by the Department, which identifies the place of use as Southshore Subdivision No. 2 and includes conditions governing any transfer or change in use.

We have also reviewed the Department's 2012 correspondence issuing the Water Right License as a preliminary order, which became final in the absence of any challenge. This confirms that the water right was formally established, reviewed, and issued with specific conditions and a defined place of use tied to the subdivision.

To ensure clarity, we have outlined the recorded documents as reflected in the Canyon County records:

- Conveyance from First Security Corp to Hubble Homes, LLC (Instr. #2012024842, dated 6/15/2012), recorded with the subdivision land
- Conveyance from Hubble Homes, LLC to Southshore 2 Homeowners Association, Inc. (Instr. #2015030234, dated 8/7/2015), conveying the subdivision common area and water system to the HOA

Based on these recorded instruments, the subdivision common area and water system were conveyed to and are currently owned by the HOA.

For clarity, our organization is Southshore 2 Homeowners Association, Inc., which is the entity that owns the subdivision common area and water system.

We have also included materials reflecting how the subdivision was originally presented and understood, including references to a "community well," as well as the consistent understanding among property owners that the water system and associated water right were intended to serve the subdivision.

However, IDWR records appear to reflect a subsequent ownership change based on a private conveyance from Hubble Homes, LLC to Southshore 2 Water Company LLC (Ryan Martin), which occurred after the HOA was formed in March, 2017. The HOA has no contract or agreement with this entity for the use or delivery of water nor were we ever contacted.

We have also reviewed the Water Right License conditions. Condition No. 7 states that if the water right is sold, transferred, or used on any other place of use, it shall not be used without an approved transfer pursuant to Idaho Code Section 42-222.

Based on our review of the license and the recorded documents, we are not seeing evidence of a formal transfer application, approval order, or documented change in place of use that would be required under those conditions.

In addition, while a subdivision plat map appears to have been included with the ownership change filing as required, it reflects the original place of use within Southshore Subdivision No. 2 and does not demonstrate any division, relocation, or severance of the water right from the subdivision. As such, we

are not seeing documentation showing how the water right was separated from the parcels it was originally associated with under the license.

We also note that earlier conveyance documents (such as the 2012 deed to Hubble Homes, LLC) appear to have been re-submitted in connection with later filings; however, these appear to be historical in nature and do not reflect a transfer to the current private entity.

The current structure has created ongoing uncertainty and financial impact for the community. The water right continues to be used through a system owned by the HOA, for which the HOA pays taxes and insurance, yet billing and operational control are asserted by a separate private entity with no contractual relationship with the HOA.

To clarify the Department's administrative record, we respectfully request confirmation of the following:

1. Whether Water Right No. 63-32259 was ever subject to a formal transfer application and approval process pursuant to Idaho Code Section 42-222;
2. If so, please provide the transfer number, approval order, and all associated documentation, including maps showing the place of use before and after the transfer;
3. If no such formal transfer exists, please confirm that the current ownership record is based solely on ownership change filings and supporting private documents;
4. What administrative action, if any, explains the 2018 recording or submission of an already-recorded 2012 instrument.

Based on the above, we respectfully request that the Department review the administrative record associated with Water Right No. 63-32259 and confirm whether the current ownership structure is supported by a formally approved transfer in accordance with Idaho Code Section 42-222 and the conditions of the water right license.

If no such transfer exists, we would appreciate guidance on what administrative process is appropriate to correct or clarify the ownership record so that it accurately reflects the proper association of the water right with the subdivision.

We appreciate your time and assistance and look forward to your response.

Sincerely,
Cristina Jacuzzi
Southshore 2 Homeowners Association, Inc.

When Recorded Return To:
Vlal Fotherlingham LLP
12828 LaSalle, Suite 101
Boise, ID 83646

2015-030234

RECORDED

08/07/2015 12:04 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=1 MBROWN \$10.00
TYPE DEED
BOARDWALK ASSOCIATION
ELECTRONICALLY RECORDED

QUITCLAIM DEED

For value received, Hubble Homes LLC does hereby convey, release, remise and forever quit-claim unto Southshore 2 Homeowners Association, Inc., whose current address is:

c/o Boardwalk Association Management
P.O. Box 2654
Eagle, ID 83616

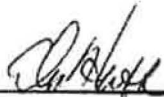
the following described premises, which are designated as common area in the Final Plat Showing Southshore Subdivision No. 2, Canyon County:

Lot 16, Block 1 of Southshore Subdivision No. 2, Canyon County Idaho,
According to the Final Plat filed in Book 42 of Plats, Page 23, Records of Said
County.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 8/6/15

By:


Hubble Homes LLC

Name: E. Don Hubble

Its: manager

State of Idaho)

) S.S.

County of Ada)

On this 6th day of August 2015, before me personally appeared E. Don Hubble, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Instrument, affirmed that he is authorized to sign this document on behalf of Hubble Homes LLC, and executed the same.




Notary Public

Name: Penny L. Smith

My Commission Expires: 2/15/19

ment in the purchase price required by said change. BUYER acknowledges that any change, addition or modification made from the date of and after the PCM may delay the construction of the house and final occupancy date.

TRUCTION COMPLIANCE: Construction of the residence shall be in accordance with the standards and requirements of all applicable state, federal, and local governmental laws, ordinances and regulations as well as all applicable CDRAs if the permitted financing is to be obtained. If the loan is based on an FHA or VA loan, all FHA or VA requirements relating to construction of the residence and division of the term loan must be followed.

INSTRUCTION SITE: DURING THE CONSTRUCTION OF THE RESIDENCE, BUYERS, THEIR AGENTS, EMPLOYEES AND REPRESENTATIVES WHO VISIT OR INSPECT THE PROPERTY UNDERSTAND AND ACKNOWLEDGE THE PROPERTY MAY CONTAIN HAZARDOUS CONDITIONS. BUYER HEREBY AGREES TO WAIVE ANY CLAIM THEY MAY HAVE AGAINST THE SELLER OR SELLER'S AGENT, EMPLOYEES OR REPRESENTATIVES UNLESS SELLER, THEIR AGENTS, EMPLOYEES OR REPRESENTATIVES ON THE PROPERTY.

HOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon signing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability damages (financial or otherwise) relating to such matters.

4. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs). BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER may have 5 business days (five (5)) after closing but in no event shall such time period exceed that time period set forth for inspections in Section 10, to review any CC&Rs that may affect the PROPERTY. Unless BUYER elects to settle a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. IF BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

15. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: W/yes Chio CINA. Association fees are \$ 39.50 per Month and/or PROPERTY TRANSFER FEE of \$ 225.

10. PRIVATE WELL: The (private well(s)) here provided by ☐ SELLER provides the well(s) the well(s) are authorized by a state or local health department as safe for drinking water. ☐ BUYER acknowledges that the well(s) here authorized by a state or local health department as safe for drinking water.

17. **SEPTIC TANK:** The septic tank is provided by SELLER. The SELLER warrants that any septic system or drain field serving the PROPERTY has been installed and inspected at the time of closing according to guidelines set forth by the local environmental agency.

18. **MINERAL RIGHTS:** Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise stated by the parties in writing.

10. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, dikes, canals, and other water rights, and the use, if any, appurtenant to the PROPERTY are included and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

20. **RISK OF LOSS FOR ALL PARTIES DURING CONSTRUCTION (including Sweat Equity):** In the event BUYER is owner of the lot or performs sweat equity, BUYER and SELLER are advised to seek legal counsel regarding potential liabilities. During construction period and until closing, the BUYER and SELLER agree that:

A. BUYER/SELLER shall maintain in full force and effect, at their expense, an all-risk insurance policy for the full replacement value of all completed portions of improvements located in the residence and all construction materials located on-site.

[illegible]

CRUMER and SELLER agree to share the cost of worker's compensation insurance. Equally Don't

CRUMER #SELLER shall maintain in full force and effect public liability insurance in an amount adequate to cover neither risk. Don't

G. Don't

21. **GRAVING AND DRAINAGE:** BUYER understands PROPERTY has been or will be graded by SELLER to drain PROPERTY in accordance with a professionally approved grading plan and standards at the time of closing. BUYER understands any future construction on the PROPERTY shall comply with (including but not limited to) approved grading plan, etc. If not requested specifically, can't accept the proper drainage and cause flooding and other problems and SELLER is not responsible. BUYER also understands the foundation of forces by either BUYER or SELLER are phony walls and are not designed for structural purposes. BUYER also understands the foundation of forces by either BUYER or SELLER are phony walls and are not designed for structural purposes. BUYER understands the foundation of forces by either BUYER or SELLER are phony walls and are not designed for structural purposes. BUYER understands the foundation of forces by either BUYER or SELLER are phony walls and are not designed for structural purposes.

02/22/2018
SELLER'S initials DSV Date 2/26/16

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JULY 2015 EDITION

NEW CONSTRUCTION PURCHASE AND **ALL** ACQUISITION!

International