

ADA COUNTY RECORDER Christopher D. Rich  
BOISE IDAHO 02/11/11 02:13 PM  
DEPUTY Bonnie Oberbillig  
RECORDED-REQUEST OF  
Corrente Bello Sub HOA

AMOUNT 85.00

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**FIRST SUPPLEMENT TO THE  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CORRENTE BELLO SUBDIVISION**

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**FIRST SUPPLEMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CORRENTE BELLO SUBDIVISION**

This First Supplement To The Declaration Of Covenants, Conditions And Restrictions For Corrente Bello Subdivision (this "First Supplement") is made this 26<sup>th</sup> day of January, 2011, by Gemstar Properties, L.L.C., an Idaho limited liability company ("Gemstar Declarant"), and the Corrente Bello Subdivision Homeowners' Association, Inc., an Idaho non-profit corporation, on behalf of not less than two-thirds (2/3) of the Class A Members ("Association").

**ARTICLE I: SUPPLEMENT**

Section 1. Amendment. This First Supplement is an amendment to that certain Declaration of Covenants, Conditions and Restrictions for Corrente Bello Subdivision, recorded on the 10<sup>th</sup> day of August, 2006, as Ada County, Idaho Instrument Number 106127965 ("Declaration"). This First Supplement supplements, amends and modifies the Declaration as contained herein. The terms and Restrictions contained in this First Supplement are in addition to those terms and Restrictions contained in the Declaration, except insofar as such terms and Restrictions are amended and modified hereby.

Section 2. Proper Authority to Amend. Pursuant to Article XII, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by the Gemstar Declarant (assuming it owns one or more Lots within the Property) and the CB Declarant (assuming it owns one or more Lots within the Property) and the consent of not less than two-thirds (2/3) of the Class A Members. As of the effective date hereof, the Gemstar Declarant owns Lots within the Property, but the CB Declarant does not (See Article II, Section 1 below). Accordingly, as between the Gemstar Declarant and the CB Declarant, only the Gemstar Declarant's approval of this First Supplement is required. In addition, pursuant to a duly called special meeting of the Class A Members on the 26<sup>th</sup> day of January, 2011, in which a quorum was present, this First Supplement was approved by 65 of the total 86 Class A Member votes entitled to vote, representing approval by 76 % of the Class A Members.

Section 3. Definitions. Except as otherwise defined herein, all terms capitalized herein shall have the same meanings as are ascribed to such terms in the Declaration.

Section 4. Declaration In Full Force and Effect. Unless expressly amended and/or modified hereby, all terms and Restrictions of the Declaration shall remain in full force and effect.

**ARTICLE II: SPECIFIC AMENDMENTS**

Section 1. Dissociation of CB Declarant. As of the effective date hereof, Corrente Bello Estates, LLC, an Idaho limited liability company, the CB Declarant, owns no Lots or other real property within the Property. Accordingly, the CB Declarant 1) is no longer a Member within the Association, 2) is no longer a Declarant and 3) is not required to sign this First Supplement or any other supplement to the Declaration.

Section 2. Gemstar Declarant Amendments. The Gemstar Declarant is the remaining Declarant and Class B Member as those terms are defined in the Declaration. Notwithstanding the foregoing, the Gemstar Declarant hereby agrees as follows:

(a) It cannot assign, convey or otherwise transfer to any party any of its rights, duties and/or obligations as a Declarant;

(b) In the event more than fifty-percent (50%) of its ownership interests are sold, conveyed or otherwise transferred, in one or more transactions, to one or more parties who do not currently own ownership interests in the Gemstar Declarant, then, in that event, the Gemstar Declarant's status as the remaining Declarant shall immediately and automatically terminate without any further action required by any party and its Class B Membership in the Association shall convert to a Class A Membership;

(c) It shall be entitled to two and one-half (2 ½) votes for each Lot it owns; and

(d) Commencing July 1, 2010, it shall pay Assessments for each Lot it owns.

Section 3. Article IV, Section 10 - Outbuildings. The reference to "Lots 2 through 8, Block 4" contained in Article IV, Section 10 of the Declaration is hereby amended to read "Lots 2 through 8, Block 1".

Section 4. Failure To Pay Assessments/Pressurized Irrigation Water Delivery. Article VI (Pressurized Irrigation System) and Article IX, Section 5 (Effect of Nonpayment of Assessments; Remedies of the Association) are amended such that each Owner hereby agree that the Association shall have the absolute right to suspend the supply of pressurized irrigation water to any Lot whereby the Owner of such Lot has failed to pay any Assessment within thirty (30) days of its due date. Once all Assessments are paid current, the Association must reinstate the delivery of pressurized irrigation water to such Lot.

Section 5. Architectural Committee Amendments. Article XI of the Declaration shall be amended in its entirety to read as follows:

#### "ARTICLE XI: ARCHITECTURAL COMMITTEE

Section 1. Appointment and Charter of Architectural Committee(s). Until such time as the Gemstar Declarant no longer owns Lots within Corrente Bello Subdivision No. 1, it is authorized to appoint an Architectural Committee to conduct architectural control and review of Improvements constructed on the Corrente Bello Subdivision No. 1 Lots. During this period, the Gemstar Declarant shall be solely responsible for the management and administration of all aspects of this Architectural Committee, including, without limitation, the collection of fees (provided that the Board shall still have enforcement powers as further discussed in this Article).

The Board is authorized to appoint an Architectural Committee to conduct architectural control and review of Improvements constructed on Corrente Bello Subdivision No. 2 Lots. When the Gemstar Declarant no longer owns Lots within Corrente Bello Subdivision No. 1, the Association is also authorized to appoint a single Architectural Committee to conduct architectural control and review of Improvements constructed on all Lots.

The charter of each Architectural Committee is to represent the collective interests of all Owners, under the Committee's respective jurisdiction, and to help such Owners wishing to make exterior alterations. All references hereunder to the authority, jurisdiction, and architectural control over Lots and/or Owners of "the Architectural Committee" shall be deemed to refer to the applicable

Architectural Committee as designated in this Section. **Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval.**

Section 2.      Adoption of Design Guidelines. The Gemstar Declarant and the Board hereby adopt those certain Design Guidelines attached hereto as Exhibit A, which are made a part hereof ("Corrente Bello Subdivision No. 1 Design Guidelines"). The Corrente Bello Subdivision No. 1 Design Guidelines shall be the design guidelines for exterior Improvements to all Lots within Corrente Bello Subdivision No. 1. The Gemstar Declarant - while it still has the authority to appoint an Architectural Committee - and thereafter the Board, shall have the right to 1) adopt additional design guidelines not inconsistent with the Declaration or the Corrente Bello Subdivision No. 1 Design Guidelines and 2) amend the Corrente Bello Subdivision No. 1 Design Guidelines as long as any such amendment is done in accordance with the amendment requirements contained in Article II, Section 5 of this First Supplement.

The Board hereby adopts those certain Corrente Bello Subdivision No. 2 Development Submittal Requirements, Design And Landscape Standards, And Construction Requirements attached hereto as Exhibit B, which are made a part hereof ("Corrente Bello Subdivision No. 2 Design Requirements"). The Corrente Bello Subdivision No. 2 Design Requirements shall be the design guidelines for exterior Improvements to all Lots within Corrente Bello Subdivision No. 2. The Board shall have the right to 1) adopt additional design guidelines not inconsistent with the Declaration or the Corrente Bello Subdivision No. 2 Design Requirements and 2) amend the Corrente Bello Subdivision No. 2 Design Requirements as long as any such amendment is done in accordance with the amendment requirements contained in Article II, Section 5 of this First Supplement.

In the event of a conflict between any Design Guidelines and the Declaration, the Declaration shall control.

Section 3.      Interpretation and Enforcement. Subject to Sections 7 and 8 below, each Architectural Committee shall have the authority to interpret and enforce any design guidelines applicable to their respective Subdivision. The Board shall have the authority to interpret and enforce any design guidelines applicable to either Subdivision. These Architectural Committees and the Board shall have the authority to pursue whatever actions they deem appropriate to cause any Owner to remove and/or replace any element that these Architectural Committees or the Board interprets as deficient or outside the scope of any applicable design guidelines. This right of enforcement can include the Board hiring any or all work to be done and encumbering the Lot on which said work takes place with a lien for the full amount of the cost of said work plus any other costs incurred by the appropriate Architectural Committee and/or Board.

Section 4.      Variances. Any Architectural Committee, with the consent of the Board, may authorize variances from compliance with requirements of any design guidelines contained in the Declaration, the Corrente Bello Subdivision No. 1 Design Guidelines and the Corrente Bello Subdivision No. 2 Design Requirements or any prior approval when circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in writing signed by an authorized representative of the Architectural Committee and Board.

Section 5. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the applicable Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

Section 6. Review of Proposed Improvements. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board and/or the Gemstar Declarant, including the inspection of construction in progress. Any Architectural Committee shall have the right to charge review fees and obtain compliance deposits. Any Architectural Committee may also condition its approval of proposals upon the agreement of the Owner to an additional assessment for the cost of maintenance. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

Section 7. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.

(b) Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity

on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 8.      Review of Unauthorized Improvements. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:

(a)      The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.

(b)      If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.

(c)      If the Owner has not remedied such noncompliance within a period of not more than forty-five (45) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

Section 6.      Amendments. The Declaration, this First Supplement and any subsequent supplements may only be amended by an instrument signed by the Gemstar Declarant (assuming it owns one or more Lots within Corrente Bello Estates Subdivision No. 1) and:

(a)      From the effective date of this First Supplement through December 31, 2012, seventy-five percent (75%) of the Class A Member votes entitled to vote; and thereafter

(b)      two-thirds (2/3) of the Class A Member votes entitled to vote.

Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

### ARTICLE III: GENERAL PROVISIONS

Section 1.      Enforcement. The Association, Gemstar Declarant, and/or any Owner shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this First Supplement and/or the Declaration. Failure by any such Persons to enforce any term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.      Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3.      Term. The terms and Restrictions of this First Supplement shall run with and bind the land for as long as the Declaration remains in effect.

Section 4.      Duration and Applicability to Successors. The terms and Restrictions set forth in this First Supplement shall run with the land and shall inure to the benefit of and be binding upon the Gemstar Declarant, the Association and all Owners, and their successors in interest.

Section 5.      Attorneys Fees. In the event it shall become necessary for Gemstar Declarant, the Association, or any Owner to retain legal counsel to enforce any term or Restriction contained within this First Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Section 6.      Governing Law. This First Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned have duly executed this First Supplement as of the date first above written.

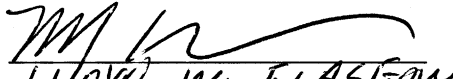
Gemstar Declarant:

Gemstar Properties, L.L.C.,  
an Idaho limited liability company

By:

Name:

Title:

  
LUOYD W. GLASGOW  
MEMBER

I, Terry W. Olsen, in my capacity as President of the Association, do hereby certify that on the 26<sup>th</sup> day of JANUARY, 2011, at a duly called special meeting of the Class A Members of the Association at which a quorum was present, this First Supplement was approved by 65 of the total 86 Class A Member votes entitled to vote, representing approval by 76 % of the Class A Members.



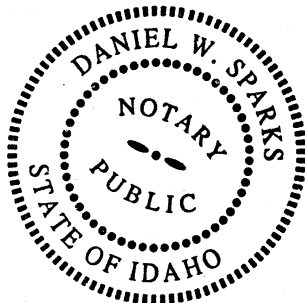
Terry W. Olsen, President  
Corrente Bello Subdivision Homeowners' Association, Inc.  
an Idaho non-profit corporation



STATE OF IDAHO     )  
                                      ) ss.  
County of Ada         )

On this 4<sup>th</sup> day of FEBRUARY, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared LLOYD W. GLASCO known or identified to me to be the MEMBER of Gemstar Properties, L.L.C., the limited liability company that executed the foregoing instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

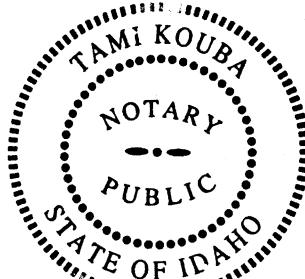


Daniel W. Sparks  
Notary Public for Idaho  
Residing at: ADA COUNTY  
My commission expires: 6/1/2011

STATE OF IDAHO     )  
                                      ) ss.  
County of Ada         )

On this 21 day of JANUARY, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry W. Olsen, known or identified to me to be the President of the Corrente Bello Subdivision Homeowners' Association, Inc., the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Tami Kouba  
Notary Public for Idaho  
Residing at: Meridian, ID  
My commission expires: 5/15/2012

**Exhibit A**

**Design Guidelines for Corrente Bello Subdivision No. 1**

See attached.

## ***Design Guidelines for Corrente Bello Subdivision No 1.***

### **I.) Introduction Revised and Effective June 30, 2010**

These revised Corrente Bello Design Guidelines are made effective June 30, 2010, pursuant to the Declaration of Covenants, Conditions, and Restrictions for Corrente Bello Subdivision.

These guidelines are assembled to set a standard of quality for the Corrente Bello Subdivision, yet the intent is to encourage the Owners, Designers, and Builders to be creative in giving this subdivision appealing personality within the guidelines provided. The Architectural Committee is open to good design ideas and stresses the importance of meetings early in the design process, in order to expedite the process of approvals, which will eliminate delays in the construction starts and schedules.

The primary goal of Corrente Bello is good quality Design, which is more than just the actual buildings, but also how do those structures blend with the overall design of the community to improve property values and quality of life for all concerned. This can also be greater achieved through attention to landscape design and how it will flow from property to property. With the open vision and feel of this subdivision, it is important that not just the front elevations and sometimes rear elevations are addressed with quality materials. All elevations will be visible throughout this community and shall be treated with quality in mind.

### **II.) Final Construction Document Approval**

**Purpose.** The Owner/Builder must obtain a Construction Approval Letter from the Architectural Committee prior to making ANY improvements to any lot in Corrente Bello Subdivision. Drawings and construction documents shall be **exactly** as the improvement is to be built. If, during construction, there are exterior changes wishing to be made, sufficient notification is required for review and approvals made, prior to making the modifications. Drawings of the requested changes will need to be submitted in most cases or in some cases of small changes, a meeting can be set to discuss the matter. The Architectural Committee will determine proper action. It is the intent of the Architectural Committee to work diligently in their efforts not to cause any undo delays in the projects while at the same time protecting the value of others in the subdivision.

**Revisions.** Conditional approvals may be given as to not impede progress of the overall project thus giving the builder the opportunity to continue work as proper documents are obtained. The documents would be required within (10) days of request of desired change.

**Design Review Fees.** The Architectural Committee has the right to charge fees and deposits associated with its design review activities. To qualify for a deposit refund, if any, the

Owner/Builder must have 1) Completed the proper application for construction and gained proper approvals, 2) Properly requested and received approval for any changes prior to commencement of change order work, and 3) Obtained Final Inspection approval including landscaping. Any additional meetings once plans are accepted, further reviews, or enforcement actions, considered to be non-standard, will reduce the refund as determined by the Architectural Committee.

**Violations.** Violations shall be handled in the manner detailed in the CC&Rs.

### **III.) Standards**

**Square Footage Minimum** 2400 Livable Square Feet excluding garages on all lots of Phase 1 except LOT 11 BLK 1 and LOT 12 BLK 1. These lots will allow 2000 Livable Square Feet excluding garages. It is not the desire to create structures that are not cost effective for the builders, but it is our goal to create what will be attractive to the plat. In that regard, it is recommended that the second floor on any two story dwellings have an area not larger than 75% of the first floor footage. There will be some leniency with this matter, but it will be reviewed closely to eliminate the “boxy” design of less attractive structures commonplace throughout the area.

**Exterior Design** This plat is being constructed with a Tuscan theme. A combination of stucco and stone is required on all exterior elevations. While we are not requiring a specific amount of stone such as 30% on the front elevation, care will be taken during the review process to enhance the use of the stone materials. Stone is an architectural requirement and the Architectural Committee will have final say on the amounts required after reviewing the plans with a not to exceed limit of 30% required as a guideline. Stone is recognized as an expensive material and it is not the intent of the Architectural Committee to unnecessarily add expense to the project just to meet a pre established requirement. No “River Rock” will be allowed. No lap siding or board and batt siding of any kind will be allowed. All chimneys will be of stucco or stone, like the exterior walls. All chimney chases will have enhancers which will be painted in coordination with exterior colors. Creativity with the enhancer’s design is encouraged with items such as, but not limited to, decorative wood applications, corbels, and crown moldings. Exterior architectural features such as shutters, dormers, decorative gable vents, columns, and archways are strongly encouraged. The structural design of the project itself is as important as the materials selected to cover the exterior.

**Windows** Wood windows are preferred. Vinyl windows in Almond, Black, and Brown colors will be accepted. No White vinyl windows allowed.

**Outdoor Lighting** A front yard light is recommended to be placed within 10" of the sidewalk. It is encouraged to be built with integrating the exterior design of the home in mind with a light photo sensor. This is encouraged but not required due to the plat having street lights. No exterior lighting will be allowed that is a nuisance to neighboring properties such as flood lights on any elevation directed toward a neighbor. Each home to be equipped with minimum (2) garage door exterior lights. 60 watt non glare fixtures are recommended and recessed lighting is encouraged where possible. Any complaints from neighboring properties now or in the future are grounds for immediate removal of any nuisance lighting.

**Exterior Fascia** 1" x 8" minimum required on all elevations. Layering of fascias preferred. It is not the intent to have everyone use the same detail. It is the intent to promote creativity and a quality presentation of the exterior elevations.

**Exterior Colors** Must be presented prior to painting. Earth tones are strongly encouraged. No bright colors allowed.

**Roof Tile**, Slate or like material combined with local standards, subject to approval.

**Roof Piping and Gas Venting** Pipes and venting to be black or color to match roofing materials. All pipes and vents to be routed to rear slopes of roof away from front elevation. In the event pipes must be on front elevation side of roof, a request must be made at time of installation for review. Otherwise pipes will need to be re-routed after installation prior to project completion.

**Setbacks** Per City of Eagle.

**Garages** Minimum 2 car. For this price range subdivision, 3 car plus garages are strongly recommended. Garages are not to be the dominate feature of the front elevation. Side entry garages are encouraged. Architectural details such as recessing openings 12", arches, and enhanced garage doors will be recommended if facing front Interiors of garages are to be sheet rocked, taped, textured and painted. All vehicles must be parked inside the garages.

**Driveways and Front walking paths** Stamped and colored, curved and accented walkways and driveways are encouraged with minimum exterior banding required. All driveway banding to be accented by a decorative application such as washed gravel, stamped concrete, or brick or stone pavers.

**Fencing** See C C & Rs for detail of wrought iron fences allowed. No fences are to be installed during construction or after original construction has been completed, without the specific review of the Architectural Committee.

**Basketball Hoops** Pole mount only. Location must be approved prior to installation.

**Height Restrictions** Per City of Eagle.

**Building Timing** Start of construction within one year of lot closing. If construction has not started within (18) eighteen months of lot closing, then it will be the requirement of each lot holder to install an automatic sprinkler system and seed the property. Upon completion of lot seeding, it will then be the requirement of the lot owner to maintain the grass height to not more than 4" and maintain a green, healthy lawn with not more than 10% weed content. Weather will play a factor in the start date required for seed planting and at the determination of the Architectural Committee. If the work is not completed in a timely manner, then the Architectural Committee has the right to order the work done on behalf of the lot owner and the lot owner will be billed accordingly.

**Pet Enclosures** All dog runs, pens, and other pet enclosures shall be immediately adjacent to the dwelling and landscaped or otherwise screened so as to obscure from the neighboring property streets, or common areas. All pet enclosures to be approved by the Architectural Committee.

**Heating and Cooling** All exterior heating and cooling systems must be screened from the view of the neighboring property, streets, and common areas.

**Out Buildings** Out buildings are allowed on Lots 2-8 of Block 1 with Architectural Committee approval. Must comply with all City of Eagle requirements.

**Landscaping** Landscaping plans must be received prior to commencement of installation Plans by Landscape Designers are recommended and preferred, but "concepts" will be reviewed on a case by case basis. But in any event, plans must be submitted prior to start of work. It is the intent of the Architectural Committee to blend one property as seamlessly as possible into another, creating the community feel throughout the plat. While we strongly encourage creativity, quality, and uniqueness for each property, we also want properties to enhance their neighboring properties, by providing a uniformity to the overall plat. In that regard, we have set forth minimum standards that will be strictly enforced, while looking for improvements of these standards for the benefit of the overall neighborhood. Landscaping should be completed prior to the issuing of the Certificate of Occupancy Permit. In the event of inclement weather during the time of closing, an extension may be given by the Architectural Committee in writing, with a timeline set for completion agreed to by lot owner. This request must be made and a written response received prior to any occupancy of the project.

The following are the minimum standards set for landscaping of the projects.

**Full yard:** Front and rear yard automatic sprinkler system required. Ground cover of bark, mulch, or "perma bark" materials required on all front yard and corner side yard planting beds.

**Tree count:** Front yard, (2) specified species with a minimum 2.5" caliper, all trees Deciduous. Evergreens 8' minimum height measured from ground. Rear yard (1) tree per 1500 sq ft of yard. More are encouraged in the rear yards facing along the main entrance street. Corner lots with side yards (1) specified species.

**Shrub count:** Front yard, minimum (12) two gallon shrubs. Back yard, minimum full yard sod with owner selected shrub sizes. Corner side yard minimum (12) two gallon shrubs. Planter bedding areas, Front yard minimum 20%, Corner side yard minimum 20%, and rear yard minimum 15%.

**Construction Timelines** All building construction including landscaping is to be completed within a 12 month period.

**IV.) Miscellaneous**

Builder is required to shave curb driveway access per Eagle City Requirements.

Builder to supply portable toilet for their job sites.

Builders to use designated Concrete Truck Washout areas.

Gutters and Downspouts. Chains recommended on front elevations. Complete Gutter installations required.

Utility Meters and Air Conditioning Units to be hidden or screened from street with half walls or vegetation.

No screened porches allowed on front elevations or corner lot side yards.

A single builder sign may be allowed on any lot with the prior written consent of the Architectural Committee.

Vinyl Driveway barriers are encouraged with builders logo.

These are the minimum design review standards. These design review standards can only be amended consistent with amendments to the CC&Rs. Notwithstanding the foregoing, the Architectural Committee, at its discretion, shall have the right to impose and enforce additional design review standards not inconsistent with these minimum design review standards whether contained in writing or not.

Builder/Owner Understanding and Acceptance of DESIGN REVIEW GUIDELINES

For Lot \_\_\_\_\_ Block \_\_\_\_\_.

\_\_\_\_\_  
Owner/Builder

\_\_\_\_\_  
Date

**NOTE: Turn in signed Design Review Guidelines and keep a copy for you to refer to.**

**Exhibit B**

**Corrente Bello Subdivision No. 2 Development Submittal Requirements, Design  
And Landscape Standards, And Construction Requirements**

See attached.



# **CORRENTE BELLO SUBDIVISION NO. 2 DEVELOPMENT SUBMITTAL REQUIREMENTS, DESIGN AND LANDSCAPE STANDARDS, AND CONSTRUCTION REQUIREMENTS**

## **I.**

### **INTRODUCTION**

Pursuant to the Declaration of Covenants, Conditions and Restrictions for Corrente Bello Subdivision ("CC&R's"), the Board is authorized to promulgate design standards that it deems appropriate to carry out the purposes of the CC&R's, in general and in particular, to insure the building of quality and attractive homes that will produce a development with a harmonious appearance.

Owners and their builders and architects and/or home designers are encouraged to submit for approval a residence that resembles styles and designs of residential Italian villas. The Board has adopted these design standards to be utilized by the architectural committee (the "AC") to review plans and specifications for the proposed estates to be built in the Subdivision. These design standards are intended to be applied consistently in an impartial yet flexible manner. These design standards, like all standards, cannot be applied without the exercise of balance, judgment and common sense. The Board has empowered the AC to utilize its discretion when in the judgment of the AC the strict and arbitrary application of specific design criteria will not promote a harmonious development of the highest quality. The design standards set forth below are to assist home buyers and their builders in preparing plans and specifications for the construction of residences in the Subdivision.

## **II.**

### **SUBMITTALS REQUIRED FOR ARCHITECTURAL COMMITTEE APPROVAL**

1. **Submittal Required.** No home, building, fence, wall or other structure or substantial landscaping or screening planting shall be undertaken, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and location of the project shall have been submitted to and approved in writing by the AC. If construction is commenced prior

to the AC's written approval, the Owner's fees and/or deposits shall be forfeited and the Board, in addition to all other remedies, shall be entitled to file suit to enjoin further construction.

**2. Submittal List.** All applications must contain, or have submitted with the application, the following material (collectively called "Plans and Specifications") prepared in accordance with these design and landscape standards and in a format consistent with architectural standards for high quality residences:

**2.1 Site Plan.** A site plan showing the lot boundary and the proposed location of the home and all other structures and improvements. The site plan must be drafted to scale and indicate: the outline and location of the home and any outbuildings and other permanent structures, including fences, walls, swimming pools, curb cuts, driveways, and parking areas. The site plan shall indicate the proposed grading and drainage.

**2.1.1 Building Area Limitations.** Any permitted two-story residence shall be set back a minimum of 15 feet from the interior lot line on the side of the residence that contains a second floor. Otherwise, any residence shall be set back 10 feet from any interior lot line. All buildings shall be set back a minimum of 30 feet from the street (front) lot line and, where applicable, 20 feet from the street (side) lot line. No building shall be constructed on any portion of any easement depicted on the Plat.

**2.2 Building Plan.** A building plan which shall consist of the proposed construction blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall include, by sample if required by the AC, all exterior colors, materials and finishes, including roof, to be used. An exterior lighting drawing shall be included. Existing exterior specifications are set forth in **Section IV.3** below.

**2.3 Landscape Plan.** A landscape plan that conforms to the common area theme of the Subdivision shall be designed by someone knowledgeable in the field of landscape design. The landscape plan shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, water features, fences, freestanding exterior lights, driveways, parking areas and walkways. Such exterior landscaping and other amenity requirements are set forth in **Section V.1** below.

**3. Application Fee.** The AC has the right to charge fees and deposits associated with its design review activities. To qualify for a deposit refund, if any, the Owner/Builder must have 1) Completed the proper application for construction and gained proper approvals, 2) Properly requested and received approval for any changes prior to commencement of change order work, and 3) Obtained final inspection approval including landscaping. Any additional meetings once plans are accepted, further reviews, or enforcement actions, considered to be non-standard, will reduce the refund as determined by the AC.

### III.

#### **REVIEW AND APPROVAL**

1. **Review.** The AC will not be required to commence its review of the application unless and until the submittal application consists of a complete submittal form, the application fee, and includes a complete submittal of plans and specifications required.

2. **Decision.** In reviewing the application and the plans and specifications submitted therewith and in reaching a decision, the AC will use its best efforts and judgment to assure that all improvements shall produce and contribute to an aesthetically complementary design and appearance and be of the quality required to maintain a high quality residential development. The AC may, in its discretion, require the builder to furnish additional materials beyond those required herein.

Unless extended by mutual consent of the builder and the AC, the AC shall render its decision with respect to an application within thirty (30) days after the receipt of a properly and fully submitted application. The decision of the AC can be in the form of an approval, a conditional approval or denial. The decision of the AC shall be in writing, signed by a member of the AC, dated, and a copy thereof mailed to the builder at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the builder shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

### IV.

#### **DESIGN STANDARDS**

1. **Minimum Square Feet.** No residence shall be constructed or placed on any lot containing a total floor area on all floors intended and suitable for use as living area, not including a garage, of less than 2,000 square feet measured from the outside of the exterior walls for single story residence and no less than 2,500 square feet for two-story residences, and such two-story residences shall have no less than 1,750 square feet on the ground floor. The foregoing size limitation is an absolute minimum but shall not be construed to permit residences meeting these minimum sizes. The gross square footage of any residence, including all floors, garage square footage and any other non-living area square footage, shall not exceed more than forty percent (40%) of the total square footage of the lot. Any residences proposed with the gross square footage equal to or greater than 9,400 square feet shall be required to have an interior fire sprinkler system approved by the City of Eagle Fire Department.

**2. Height.** Current City of Eagle zoning requirements prohibit residences taller than 35 feet from grade. Residences on Lots 24, 25, 27, 32 and 33, Block 1 of Corrente Bello Subdivision No. 2 shall not exceed one story in height, or exceed twenty-five (25) feet maximum height from grade, excluding however daylight basements.

**3. Exterior Finishes and Colors.** The main exterior finish of the residence shall be stucco, together with the minimum masonry requirement set forth below. True lap siding may be used as accents only and in no event shall the application of any permitted siding such as hardboard, accent shakes, wood planks and timbers, consist of more than 30 percent of the exterior surface of any Building. All exterior colors shall be approved by the AC, including, without limitation, the proposed colors or any exterior painted surface, roof color, siding color, masonry, and other exterior finishes. All exterior finishes must have a rating for a minus 10 degree fahrenheit application.

**3.1 Masonry.** All homes, except as noted below, shall be required to incorporate at least thirty percent (30%) of the front elevation in brick, stone or other masonry products acceptable to the AC. Stucco does not count toward this masonry requirement. Architectural and aesthetic balance shall be a primary concern in determining how much masonry will be required. No masonry product that has not been approved by the AC in writing shall be utilized.

**3.2 Window and Door Frames and Trim.** Wood frame or aluminum clad wood frame windows and doors must be used in colors approved by the AC.

**3.3 Fascia Trim.** Fascia trim shall be a minimum of 8 inch by 1 ¼ inch with a minimum of 2 inch by 6 inch sub fascia. Wider fascia in a tiered stepped down design is highly encouraged. Fascia trim color shall, as with all other exterior surface colors, be approved by the AC with such approval designated on the AC's approval form.

**4. Roof.** All roof pitches must be approved in writing by the AC for alignment and continuity with the home style in particular and compatibility with the Development in general. Mixing of different roof pitches on the same elevation is discouraged; however, broken roof lines are encouraged. Roof vents and other ventilation pipes shall be located on the rear elevation except where impractical, and shall otherwise be installed in an inconspicuous location and manner. All ventilation pipes, shingle molding and any other galvanized metal shall be painted the same color as the roof shingles or black. Roofs shall be covered with slate, tile, or by other shingles, only if approved by the AC. Slate and tile shall be rated for a minus 10 degree fahrenheit application. Composition shingles are not permitted. Although masonry fire places are not a requirement, each residence shall have as a design element one or more chimneys that shall include a stone or brick cap or chimney pot.

**5. Detached Storage Facilities and Equipment.** Detached storage facilities, if permitted by the AC, shall be of the same construction, finish and color as proposed and approved for the house, and integrated architecturally with the design of the residence and constructed at the time the residence is constructed. Any such structure shall be placed on a concrete pad in a location approved by the AC and shall not be permitted to crowd a neighboring property, or interfere with the view of any neighboring property owner. If permitted, any such structure when combined with the gross square footage of the residence shall not exceed 40 percent of the total square footage of the Lot. Metal storage sheds or other similar structures will not be approved. Small trailers and garden equipment may be stored in areas entirely screened from view in all directions, provided that the location and construction of such screening is approved by the AC. Any vehicle, trailer, boat, camper, or any other equipment which projects above or beyond the approved screening shall not be permitted for storage on the lot. The AC encourages the storage of these items in offsite storage facilities.

**6. Fences.** Fences, if permitted, shall be wrought iron in accordance with the CC&R requirements.

**7. Walls.** The construction of non-boundary walls, such as retaining walls, courtyard walls and privacy walls, may be permitted subject to approval of the AC. Walls, if permitted, shall be constructed of brick, stone, or stucco matching the approved exterior finish of the house. Prior to the construction of any fence or walls, plans shall be submitted to and approved in writing by the AC. The submittal shall locate the fence or wall on the lot's site plan and shall designate the wrought iron fence and/or wall style and color and height of fence proposed.

## V.

### **LANDSCAPING AND OTHER EXTERIOR FEATURES AND FACILITIES**

**1. Landscaping.** A landscape plan shall be prepared and submitted to the AC for approval. The AC will consider how the proposed landscaping blends with and promotes the overall aesthetics of the site in conjunction with the home. The use of berms, rocks, and clustered planting groups such as garden beds with trees, shrubs and flowers is encouraged. In connection with the AC's review of the landscaped plans, the AC may require that the perimeter portion of the landscaped design on one lot be compatible and/or continuous with the adjacent landscaped design on the neighboring lot so that there is an appearance of a seamless continuation of the landscaped border from one lot to another. The minimum landscaping set forth below must be installed within 30 days of substantial completion of the residence.

**1.1** An automatic underground sprinkler system shall be installed sufficient to irrigate all lawns and landscaping. The sprinkler system shall be designed so as to prevent any overspray beyond the borders of the lot, particularly preventing overspray onto sidewalks and road areas.

**1.2** Except at garden, tree and shrub bed locations, sod shall be laid throughout the permitted landscaped area. Hydroseeding shall not be permitted

**1.3** The following minimum number and size of trees and shrubs shall be shown on the landscaping plan and installed:

**Front Yard.** Planter beds shall consist of a minimum of 20% of the total square footage of the front yard after excluding driveways and sidewalks. These planter beds shall include a minimum of:

- (5) 5 gallon Shrubs, (10) 2 gallon Shrubs, (10) 1 gallon Shrubs
- The front yard shall also include at least (1) 8' conifer tree (8' after planting) and (2) 2.5" caliper deciduous trees (caliper measured 4.5' from ground).

**Rear Yard.** Planter beds shall consist of a minimum of 15% of the total square footage of the rear yard after excluding walks and patios. These planter beds shall include a minimum of:

- (5) 5 gallon Shrubs, (10) 2 gallon Shrubs, (10) 1 gallon Shrubs.
- The Rear yard shall also include at least (1) 8' conifer tree (8' after planting) OR (1) 2.5" caliper deciduous tree (caliper measured 4.5' from ground) per 1,500 square feet of entire rear yard area.

**Side Yard.** All lots with a side yard facing the street shall be required to provide planter beds consisting of a minimum of 20% of the total square footage of the side yard. These planter beds shall include a minimum of:

- (5) 5 gallon Shrubs, (15) 2 gallon Shrubs, (10) 1 gallon Shrubs.
- The side yard shall also include at least (2) 8' conifer trees tree (8' after planting) OR (2) 2.5" caliper deciduous trees (caliper measured 4.5' from ground).

**Tree Quality.** All 2.5" caliper shade class trees and 8' large conifers installed shall have straight, trunks and leaders, uniform head shape, and free from damage, scars or disease.

**Added Amenities.** It is highly encouraged that "natural" rocks are used for aesthetic features, walls and water features. Berming and shaping to give the yard a pleasing contour and shape is also encouraged.

**1.4** No existing trees shall be removed. Removal of such trees is a violation of the Development Agreement with the City of Eagle and removal of such trees shall expose the builder and/or homeowner to damages resulting from the removal of any trees.

1.5 No landscaping, or materials of any kind, shall be installed by lot owners on the portion of any lot that has a storm seepage bed.

2. **Exterior Lighting.** Exterior lighting design is integral to a home's night appearance and an exterior lighting plan must be submitted and approved by the AC as part of the building plan submittal. The use of exterior wall wash and landscaped lighting shall be incorporated into the exterior lighting design. There shall be at least one (1) monument driveway approach light. All exterior and access lighting shall be installed with a photosensitive switch that automatically activates the lights from dusk to dawn. Translucent light shades shall be encouraged so as to prevent any direct lighting impact on neighbors. Other approved exterior lighting shall include normal front door entrance, garage and other entries to the home, providing they do not exceed 100 watts each and do not otherwise illuminate neighboring properties. High watt fixtures intended for lighting back yard play areas may be permitted on a limited basis, with the approval of the AC. Such fixtures must be mounted in an unobtrusive manner and shall not illuminate neighboring properties and shall not be operated at late hours that cause a nuisance to neighboring property owners.

3. **Exterior Concrete Surfaces.** Any patios, entries or paths proposed to be installed in concrete shall utilize colored concrete and/or be stamped. The location and color and design of such concrete surfaces shall be part of the building plan submitted to the AC for approval.

4. **Driveways.** All driveways, including all driveway approaches from the back of the curb to the edge of the sidewalk, shall be constructed of concrete, brick or pavers. The driveway apron width shall be approved by the AC. Conduits shall be constructed underneath the driveway in the Mow Strip to facilitate the running of sprinkler pipe.

5. **Recreational Facilities.** Basketball hoops attached to any structure shall not be permitted. Free standing basketball hoops are permitted. No skateboard ramps or related facilities shall be permitted on any lots. Tennis courts or other racket courts will be permitted, only if the AC's review of a site plan determines that a proposed racket court will not constitute an imposition on neighboring lots. No other play equipment shall be permitted unless approved by the AC; and no play equipment shall be approved by the AC unless such equipment is constructed with earth tone finishes, including any roof canopy.

6. **Swimming Pools.** The AC will not permit the installation of swimming pools unless the site plan and building plan submittal sets forth the proposed location design and specifications for the pool and the pool pumping facility. Solar pool heating panels will be permitted only if the AC determines that such heating panels are appropriately hidden from view. Any gas pool heaters, together with the pool pumping facility, including pumps, filtration and valves, shall be concealed from view.

7. **Dog Runs.** The location, type and construction of any proposed dog run must be approved by the AC. The AC will not approve any dog run constructed with any material other than wrought iron fencing and may decline approval if the dog run's location, size and style is in the AC's discretion not compatible with the design of the residence or is otherwise deemed to be insufficiently integrated or camouflaged.

8. **Mailboxes.** After installation, the builder shall protect the mailbox posts during construction and the owner shall maintain the mailbox thereafter. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner. Any replacement mailbox shall be of the same type as originally installed.

9. **Garages.** The CC&R's require a two car minimum garage. No motor home garages or garage bays shall be permitted. The location, orientation, approach and garage size must be approved by the AC as part of the building plans. Builders are strongly encouraged to use side load garages and to install several windows in the garage walls for appearance. Garage doors must be decorative wood or a material approved by the AC. The garage door locations, sizes and style shall be submitted to the AC for its approval. The minimum finish requirements for garage interiors shall be drywall, taped and painted in an earth tone color.

10. **Residential Address.** The size, color and design of house numbers shall be submitted for approval to the AC, which shall have discretion in approving the submittal and may require a standardized design for house numbers.

11. **Antennae.** Only direct small size satellite dishes shall be permitted and only if they are attached to the rear or side walls of the home in an unobtrusive manner.

## VI.

### **CONSTRUCTION OBLIGATIONS**

1. **Construction Time Frame.** The lot owner or their builder shall commence construction no later than twenty-four (24) months from the purchase closing date and shall substantially complete construction no later than thirty-six (36) months from the purchase closing date.

2. **Damage and Repair.** The builder shall not damage any portion of the subdivision including but not limited to street curbs, sidewalks, pedestrian ramps irrigation fixtures, utility lines, or any trees, or any other landscaping installed in the Development. The builder shall, at its sole cost and expense, repair any damage to streets, curbs, fences, utility facilities or any other improvement on the lots or property adjacent thereto caused by the builder or resulting from the



construction activities of the builder, its agents, subcontractors, employees or other persons acting on its behalf. No driving on adjacent lots or on pedestrian ramps is permitted, cost to re-grade or repair will be taken out of any fees and/or deposits.

**3. Clean Job Site.** During construction of improvements the builder agrees to perform all work in a neat and workman-like manner and shall not allow dirt, debris or other waste material to remain on the lot or to be scattered on adjacent properties. The builder agrees to remove from the lots all excess excavation materials, trash, excess construction material and any other material or debris resulting from the builder's construction activities. At all times during construction the builder shall have on the job site a minimum 8' x 8' trash box or dumpster, which the Builder shall use to deposit debris or other waste material generated from the construction. Builder is required to furnish their own restroom facilities on the building lot for the use of subcontractors at all times during construction. Restroom facility must be placed out of the ACHD right of way behind the sidewalk on either dirt or grass. Cleanout of concrete and other debris is only allowed in the designated washout area. Builder will be responsible for the cost of removing any debris or concrete left outside of the designated area.

**4. Grading/Drainage.** In grading and site improvement work, the builder will make adequate provisions to handle the run off of surface waters from irrigation and/or storm run off in a manner that will not damage, deface or drain onto adjacent lots and the builder will at all times conduct its construction activities in a manner to preserve lateral support for the adjoining properties. The finish grading must convey all water to either the front or rear of the lot, and the lot shall be graded in a manner that insures that no standing water shall be captured in the crawlspace of the residence. If French drains or other drainage devices are necessary, an as built site plan shall be provided by the builder indicating the location of such drainage devices.

**5. Mow Strip – Landscaping, Irrigation and Curb Cut.** Due to requirements by The City of Eagle lawn, trees and irrigation have been placed in the strip between curb and sidewalk. Irrigation lines have been placed 12" below grade to prevent damage. Builder is responsible for any damage to landscaping or irrigation lines. A 4" PVC pipe must be placed under the driveway apron, this shall act as a sleeve for any future repairs that are needed. Curb cuts must be made by an ACHD approved and Bonded Contractor.

**6. Building Codes and Regulations.** In addition to the building requirements set forth in the CC&R's and these design standards, the construction of all buildings within the Development shall conform to the requirements of all applicable building codes, including without limitation, the International Fire Code, the International Building Code, the International Plumbing Code, the City of Eagle's building requirements, City of Eagle zoning ordinances, and any other requirements proposed by the City of Eagle in connection with its approval of this Development. Due to requirements by The City of Eagle Fire Department homes of a certain size shall require sprinkler protection. Check with the Eagle Fire Department for more details. Further, all

buildings shall be constructed to meet the specific requirements from all jurisdictional review agencies, including without limitation the Ada County Highway District.

**7. EPA Requirements.** The Environmental Protection agency requires that no sediment or construction debris enter the storm drain system. Fines for discharge can reach \$30,000. No dirt ramps shall be constructed in the roads. If a ramp is constructed it must consist of a 2" drain pipe laid in the gutter with clean rock or equivalent as the ramp. Builder is responsible for containment of sediment as well as any assessed fines.

**8. Signs.** A single builder sign may be allowed on any lot with the prior written consent of the AC.

These are the minimum design review standards. These design review standards can only be amended consistent with amendments to the CC&Rs. Notwithstanding the foregoing, the AC, at its discretion, shall have the right to impose and enforce additional design review standards not inconsistent with these minimum design review standards whether contained in writing or not.

Builder/Owner Understanding and Acceptance of DESIGN REVIEW GUIDELINES

For Lot \_\_\_\_\_ Block \_\_\_\_\_.

\_\_\_\_\_  
Owner/Builder

\_\_\_\_\_  
Date

**NOTE: Turn in signed Design Review Guidelines and keep a copy for you to refer to.**