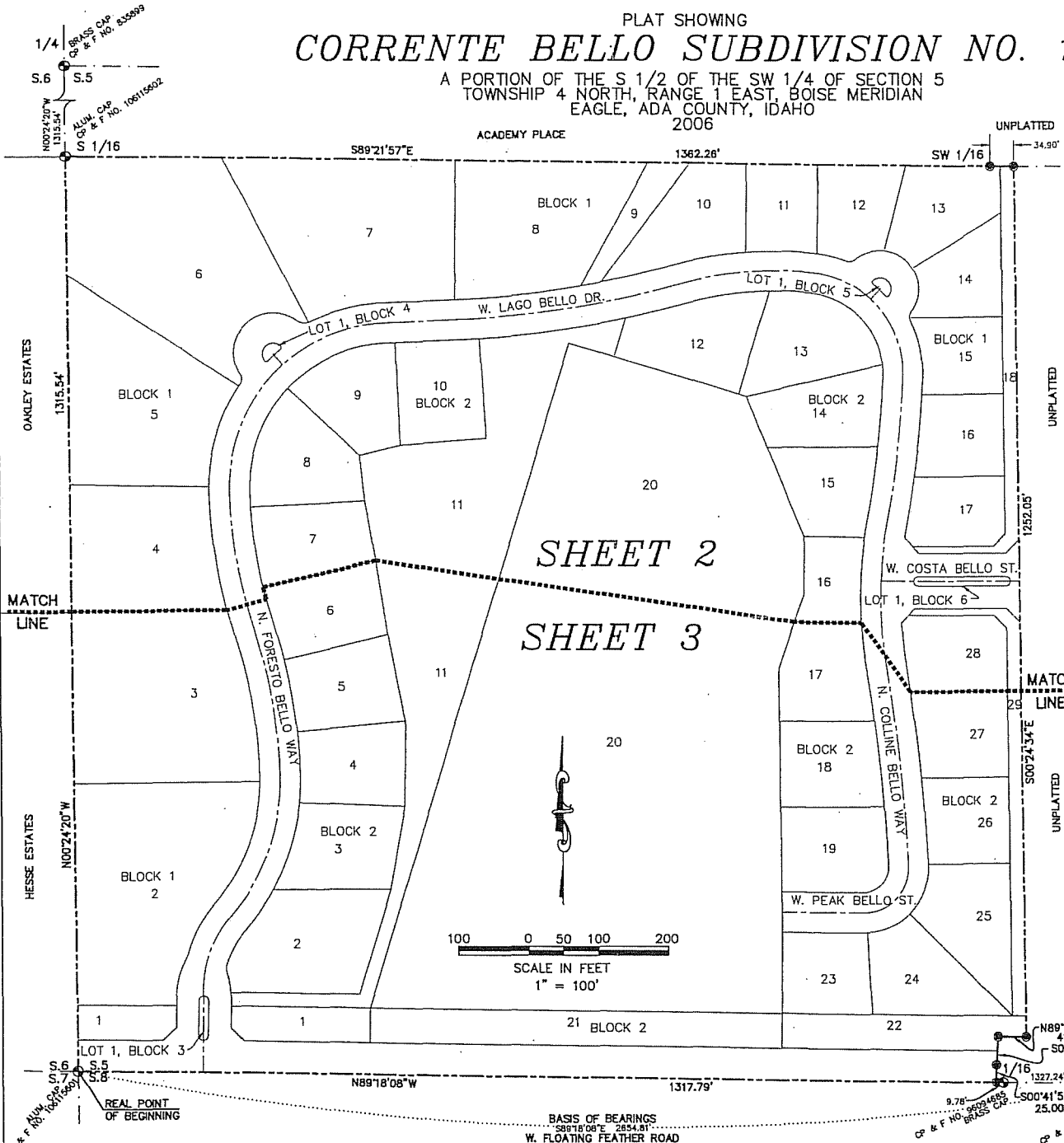


# PLAT SHOWING CORRENTE BELLO SUBDIVISION NO. 1

A PORTION OF THE S 1/2 OF THE SW 1/4 OF SECTION 5  
TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN  
EAGLE, ADA COUNTY, IDAHO  
2006



## Notes:

- 1) A twelve (12) foot wide permanent public utilities, property drainage, Eagle City street lights, and irrigation easement is hereby designated along all lot lines common to a public right-of-way, along subdivision boundary lines, and along all rear lot lines. A six (6) foot wide irrigation, public utilities and property drainage easement is hereby designated along each side of interior lot lines, unless otherwise shown and dimensioned.
- 2) Any re-subdivision of this plat shall comply with the applicable regulations in effect at the time of the re-subdivision.
- 3) This development recognizes Section 22-4503 of the Idaho Code, Right to Farm Act, which states: "No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than (1) year, when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."
- 4) Irrigation water has been provided by Farmers Union Canal Users Association in compliance with Idaho Code Section 31-3805(b). Lots within the subdivision will be entitled to irrigation water rights, and will be obligated for assessments from Farmers Union Canal Users Association.
- 5) Minimum building setback lines shall be in accordance with the applicable zoning and subdivision regulations at the time of issuance of the building permit or as specifically approved and/or required.
- 6) Lots 1, 9 & 18, Block 1, Lots 11, 16, 21, 22 & 29, Block 2, Lots 1, Blocks 3, 4, 5 & 6 are common lots which shall be owned and maintained by the Corrente Bello Homeowner's Association. Lots 1, Blocks 3, 4, 5 & 6 are subject to a blanket public utility easement. All of Lot 9, Block 1, portions of Lot 11, Block 2, and all of Lot 1, Block 3 have an Eagle Sewer District Sanitary Sewer easement and public utility easement.
- 7) Other than the access points specifically approved with this application, direct lot or parcel access to W. Floating Feather Road is prohibited.
- 8) Portions of Lots 1, 3 & 6, Block 1, and Portions of Lots 15, 16, 17, 21, 22 & 23, Block 2, and a Portion of Lot 1, Block 4 are servant to and contain an ACHD Storm Water Drainage System. These lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the Storm Water Drainage System are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the Operation and Maintenance of the Storm Water Drainage System.
- 9) Lot 21, Block 2 has a blanket public utility easement and a 35 foot wide temporary ingress/egress easement for the benefit of Lot 20, Block 2 as shown.
- 10) All lots in this Subdivision have a 2 foot wide ACHD sidewalk easement as shown, Instrument No. 106028269, except for the lots with frontage to W. Floating Feather Road.

## LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- EASEMENT LINE (SEE NOTE 8) OR AS NOTED.
- EASEMENT LINE (SEE NOTE 1)
- SIDEWALK EASEMENT (SEE NOTE 10, OR AS NOTED)
- STREET CENTERLINE
- LOT LINE
- ② LOT NUMBER
- FOUND BRASS OR ALUM. CAP MONUMENT
- FOUND 5/8" IRON PIN WITH PLASTIC CAP, PLS 4431
- SET 5/8" x 30" IRON PIN WITH PLASTIC CAP, PLS 4431
- SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 4431
- ACHD STORM DRAIN EASEMENT (SEE NOTE 8)
- SURVEY TIE LINE
- CHORD DISTANCE



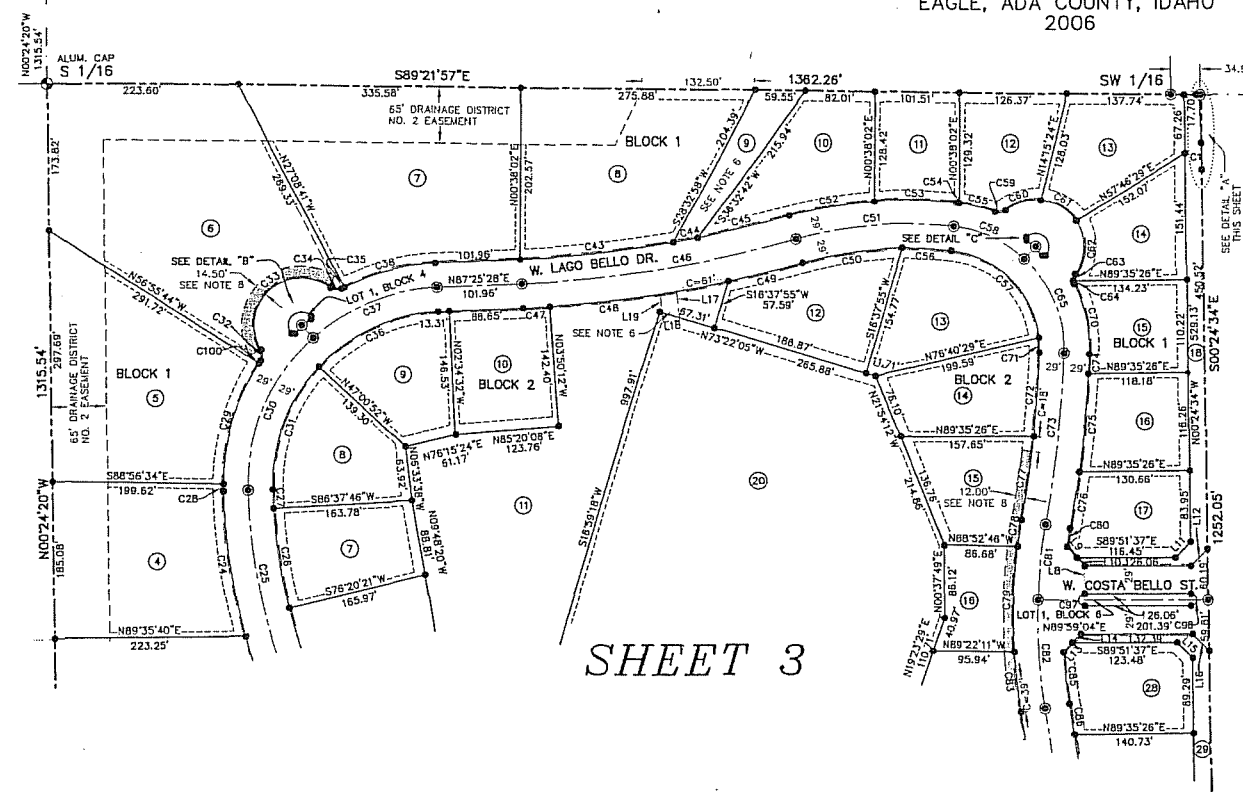
**Bailey Engineering, Inc.**  
CIVIL ENGINEERING | PLANNING | CADD

1530 E. IRON EAGLE DR. TEL: 208-938-0013  
EAGLE, ID 83618 FAX: 208-938-0518

# PLAT SHOWING CORRENTE BELLO SUBDIVISION NO. 1

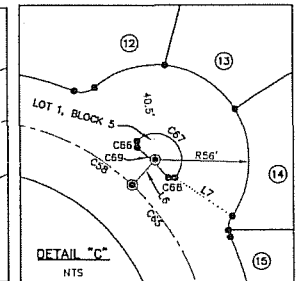
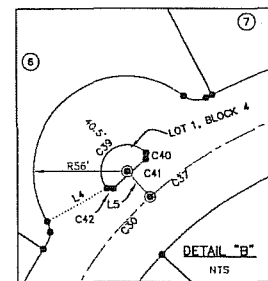
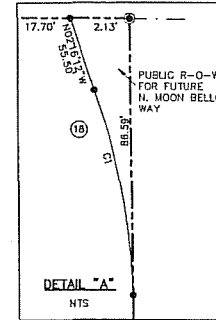
A PORTION OF THE S 1/2 OF THE SW 1/4 OF SECTION 5  
TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN  
EAGLE, ADA COUNTY, IDAHO  
2006

1/4  
S.6  
S.5  
BRASS CAP  
OP & F NO. 535899



SHEET 3

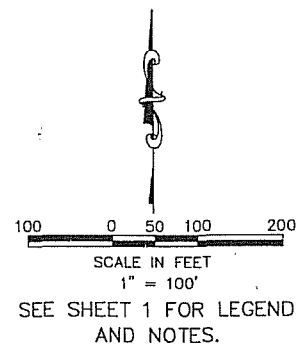
LINE	LENGTH	BEARING
L1	26.52	S46°27'02\"W
L2	34.31	N70°35'37\"W
L3	26.52	S45°03'23\"E
L4	40.75	N61°54'42\"E
L5	20.25	N42°02'12\"W
L6	20.25	S43°08'41\"W
L7	40.70	S55°35'41\"E
L8	33.00	S00°08'21\"W
L9	17.07	S40°39'29\"E
L10	13.21	S40°39'29\"E
L11	25.81	N44°51'54\"E
L12	28.42	N44°51'54\"E
L13	15.39	S43°24'32\"W
L14	13.73	S43°24'32\"W
L15	25.90	S45°08'06\"E
L16	28.15	S45°08'06\"E
L17	34.24	S05°36'40\"E
L18	20.00	N84°03'20\"E
L19	33.04	S05°36'40\"E



CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	960.00	31.17	31.17	N01°20'23\"W	1°51'39\"
C2	7.00	21.98	14.00	N89°10'00\"W	180°00'00\"
C3	122.32	65.92	65.12	S14°02'25\"W	30°54'09\"
C4	20.00	4.85	4.84	N22°37'43\"E	13°53'32\"
C5	152.24	12.51	12.51	N01°39'26\"W	4°42'34\"
C6	152.24	30.17	20.12	N09°41'20\"W	11°21'15\"
C7	20.00	10.84	10.71	S00°09'30\"W	31°02'55\"
C8	189.00	82.49	81.83	S28°11'07\"W	25°00'21\"
C9	180.00	111.67	109.42	S20°41'35\"W	39°50'26\"
C10	131.00	57.17	56.72	S28°11'07\"W	25°00'21\"
C11	271.00	190.69	186.78	N20°31'49\"E	40°18'57\"
C12	271.00	8.30	8.30	N09°30'19\"W	1°45'19\"
C13	300.00	220.28	215.37	N19°39'10\"E	42°04'16\"
C14	329.00	70.16	70.03	N34°34'45\"E	12°13'06\"
C15	329.00	131.02	130.16	N17°03'41\"E	22°49'02\"
C16	329.00	40.40	40.37	N22°08'06\"E	7°22'06\"
C17	759.00	61.69	61.67	N03°42'40\"W	4°39'25\"
C18	759.00	104.51	104.42	N09°56'03\"W	7°53'20\"
C19	759.00	54.78	54.77	N15°59'47\"W	4°08'07\"
C20	671.00	53.57	53.55	N15°46'38\"E	4°34'27\"
C21	730.00	212.54	211.79	N09°43'24\"W	16°40'53\"
C22	701.00	204.09	203.37	N09°43'24\"W	16°40'53\"
C23	729.00	37.90	37.89	S23°15'42\"E	7°36'43\"
C24	729.00	173.45	173.04	S08°16'10\"E	13°37'25\"
C25	700.00	202.94	202.23	S09°45'32\"E	16°36'38\"
C26	671.00	118.51	118.36	S08°25'49\"E	10°07'10\"
C27	671.00	22.45	22.45	S02°24'43\"E	1°55'02\"
C28	264.00	8.57	8.57	S00°31'25\"E	1°51'35\"
C29	264.00	150.51	148.48	N16°44'19\"E	32°39'54\"
C30	235.00	202.68	196.46	S23°15'42\"E	49°26'00\"
C31	206.00	159.77	155.80	S20°45'58\"W	44°28'20\"
C32	12.00	13.69	12.96	N01°16'10\"E	6°52'14\"
C33	56.00	155.16	110.08	S47°57'48\"W	158°45'14\"

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C34	12.00	13.68	12.96	S85°20'29\"E	65°20'16\"
C35	264.00	4.05	4.05	S62°24'58\"W	0°52'42\"
C36	206.00	159.77	155.80	S09°12'18\"W	44°28'20\"
C37	235.00	161.85	158.67	S67°41'39\"W	39°27'41\"
C38	264.00	113.21	112.34	S75°08'24\"W	24°34'09\"
C39	15.50	47.69	36.98	S47°57'48\"W	176°17'45\"
C40	2.50	4.13	3.68	N07°29'31\"E	94°45'39\"
C41	253.50	25.74	25.73	S47°57'48\"W	5°49'07\"
C42	2.50	4.13	3.68	S87°33'56\"E	84°45'39\"
C43	1391.00	181.66	181.53	N83°40'59\"E	7°28'56\"
C44	1391.00	29.15	29.15	N79°20'29\"E	1°12'03\"
C45	1391.00	111.20	111.17	N76°27'03\"E	4°34'50\"
C46	1420.00	328.73	328.00	N80°47'33\"E	13°15'50\"
C47	1449.00	31.90	31.90	N66°47'38\"E	1°15'41\"
C48	1449.00	211.97	211.78	N81°58'21\"E	8°22'54\"
C49	1449.00	91.57	91.56	N75°58'15\"E	3°21'45\"
C50	481.00	119.65	119.32	S81°35'47\"W	14°31'77\"
C51	480.00	189.56	189.38	S85°14'35\"W	22°09'54\"
C52	519.00	102.87	102.70	S79°50'19\"W	11°21'22\"
C53	519.00	97.91	97.77	N89°04'44\"E	10°18'32\"
C54	174.00	3.77	3.77	N83°03'15\"W	1°14'27\"
C55	174.00	43.25	43.14	N75°18'44\"W	14°14'34\"
C56	481.00	58.68	58.64	N87°19'18\"E	7°20'17\"
C57	116.00	157.00	145.28	N44°54'07\"E	77°32'41\"
C58	145.00	93.05	91.46	N65°17'23\"W	36°46'09\"
C59	12.00	12.97	12.34	N80°51'18\"E	61°54'31\"
C60	56.00	45.48	44.24	S73°10'08\"W	46°32'11\"
C61	56.00	50.18	46.51	N57°53'39\"W	51°01'26\"
C62	56.00	66.96	63.05	N07°01'54\"E	68°30'51\"
C63	12.00	8.80	8.61	S15°16'28\"W	42°01'45\"
C64	12.00	4.16	4.14	S15°40'47\"E	19°52'48\"
C65	145.00	125.18	121.33	N22°10'27\"W	49°27'45\"
C66	2.50	4.17	3.70	S03°37'42\"E	95°32'08\"

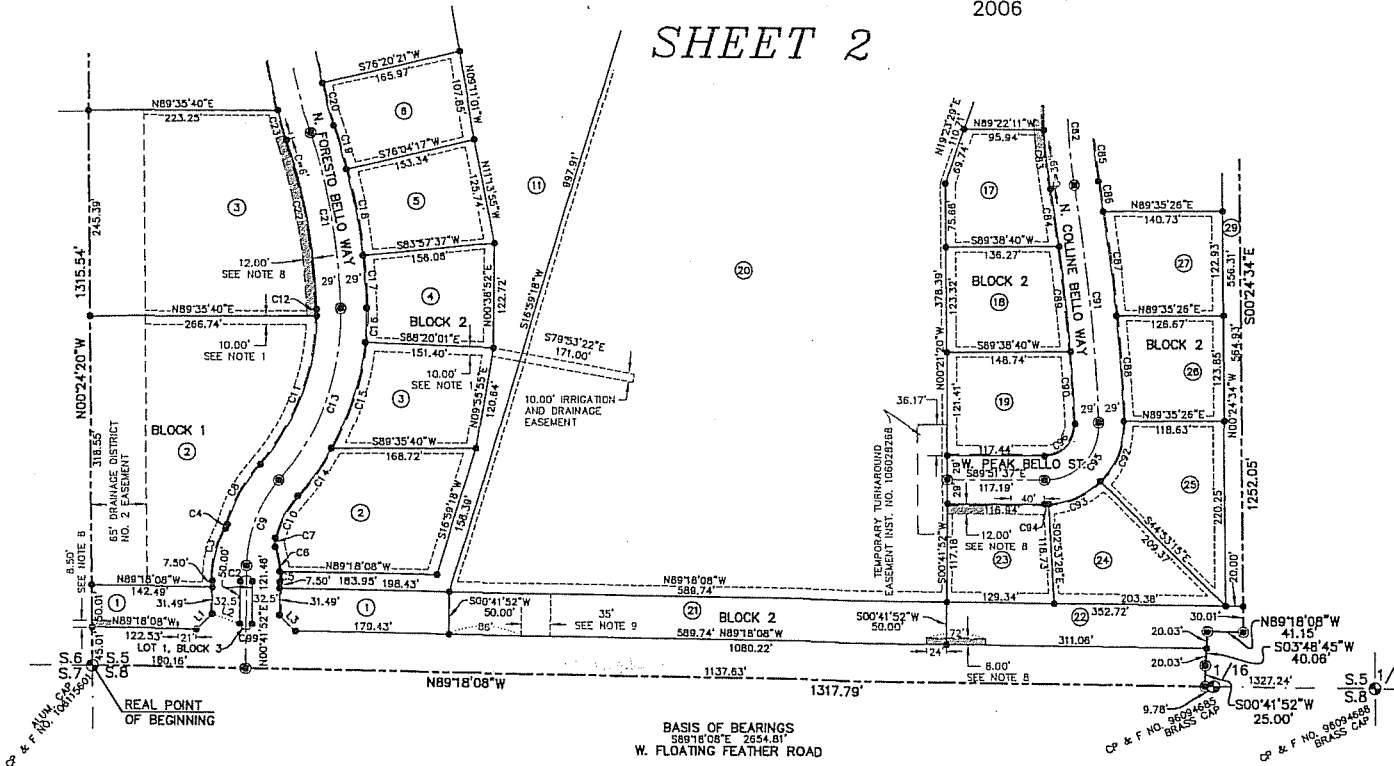
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C67	15.50	48.13	30.99	N46°54'19\"W	177°54'39\"
C68	2.50	4.17	3.70	N88°14'04\"E	95°32'08\"
C69	163.50	25.63	25.60	N46°54'19\"W	8°38'54\"
C70	174.00	85.57	84.71	N11°31'53\"W	28°10'37\"
C71	116.00	17.59	17.57	N01°47'11\"W	8°41'13\"
C72	1421.00	100.12	100.10	N04°34'32\"E	4°02'12\"
C73	1450.00	203.68	203.52	N05°34'53\"E	8°02'54\"
C74	1479.00	23.15	23.15	N03°00'20\"E	0°53'48\"
C75	1479.00	116.98	116.93	N09°43'10\"E	4°35'15\"
C76	1479.00	87.65	87.65	N09°17'43\"E	2°37'15\"
C77	1421.00	99.49	99.47	N08°15'59\"E	4°00'42\"
C78	659.00	31.76	31.76	S09°13'29\"W	2°45'42\"
C79	659.00	124.42	124.23	S02°26'07\"W	10°49'03\"
C80	601.00	21.62	21.62	S09°34'30\"W	2°03'40\"
C81	630.00	90.15	90.07	S06°30'22\"W	8°11'56\"
C82	630.00	127.35	127.15	S06°30'22\"W	11°35'00\"
C83	659.00	71.35	71.31	S06°24'30\"E	8°12'11\"
C84	2471.00	68.37	68.37	N08°22'20\"W	1°36'31\"
C85	601.00	61.41	61.39	S06°14'57\"E	5°51'17\"
C86	2529.00	37.09	37.09	N08°45'22\"W	0°50'25\"
C87	2529.00	123.75	123.74	N06°56'03\"W	2°48'43\"
C88	2529.00	124.12	124.11	N43°42'34\"E	2°48'43\"
C89	2471.00	123.95	123.99	N03°07'51\"W	2°52'28\"
C90	2471.00	85.09	85.09	N03°42'25\"W	1°58'23\"
C91	2500.00	281.69	281.54	N05°56'54\"W	6°27'21\"
C92	94.00	78.48	76.22	N21°11'46\"E	47°49'59\"
C93	94.00	68.90	67.37	N66°06'39\"E	41°59'48\"
C94	94.00	4.97	4.97	N88°37'28\"E	3°01'50\"
C95	65.00	105.35	94.19	N43°42'34\"E	92°31'36\"
C96	334.00	58.35	58.17	N03°07'51\"W	2°51'38\"
C97	7.00	21.99	14.00	S00°08'21\"W	180°00'00\"
C98	7.00	21.99	14.00	N00°08'21\"E	180°00'00\"
C99	7.00	21.99	14.00	S89°18'08\"E	180°00'00\"
C100	264.00	4.05	4.05	S33°30'37\"W	0°52'42\"



# CORRENTE BELLO SUBDIVISION NO. 1

A PORTION OF THE S 1/2 OF THE SW 1/4 OF SECTION 5  
TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN  
EAGLE, ADA COUNTY, IDAHO  
2006

## SHEET 2



100 0 50 100 200  
SCALE IN FEET  
1" = 100'  
SEE SHEET 1 FOR LEGEND  
AND NOTES.

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.52	S46°27'02"W
L2	34.31	N70°35'37"W
L3	28.52	S45°03'23"E
L4	40.75	N61°54'42"E
L5	20.25	N42°02'12"W
L6	20.25	S43°05'41"W
L7	40.70	S55°35'42"E
L8	33.00	S00°08'23"W
L9	17.07	S40°39'29"E
L10	13.21	S40°39'29"E
L11	25.81	N44°51'54"E
L12	28.42	N44°51'54"E
L13	15.39	S43°24'32"W
L14	13.73	S43°24'32"W
L15	25.90	S45°08'06"E
L16	28.15	S45°08'06"E
L17	34.24	S05°56'40"E
L18	20.00	N64°03'20"E
L19	33.04	S05°56'40"E

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.
C1	960.00	31.17	14.00	N01°20'23"W
C2	7.00	21.99	14.00	N01°20'23"W
C3	122.22	65.92	65.12	S14°07'25"W
C4	20.00	4.85	4.84	N22°23'43"E
C5	152.24	12.51	12.51	N09°38'26"W
C6	152.24	30.17	30.12	N09°41'20"W
C7	20.00	10.84	10.71	S00°08'30"W
C8	189.00	82.49	61.83	S20°41'35"W
C9	189.00	111.67	109.42	S20°41'35"W
C10	131.00	57.17	56.72	S28°11'07"E
C11	271.00	190.69	166.78	N20°31'43"E
C12	271.00	8.30	8.30	N00°30'19"W
C13	300.00	220.28	215.37	N19°39'10"E
C14	329.00	70.16	70.03	N34°34'45"E
C15	329.00	131.02	130.16	N17°03'14"E
C16	329.00	40.40	40.37	N02°03'05"E
C17	759.00	61.69	61.67	N03°42'40"W
C18	759.00	104.51	104.42	N09°58'03"W
C19	759.00	54.78	54.77	N15°59'47"W
C20	671.00	53.57	53.55	S15°46'38"E
C21	730.00	212.54	211.79	N09°43'24"W
C22	701.00	204.09	203.37	N09°43'24"W
C23	729.00	37.90	37.90	S16°34'29"E
C24	729.00	173.45	173.04	S08°16'10"E
C25	700.00	202.94	202.23	S09°45'32"E
C26	671.00	118.51	118.36	S08°25'49"E
C27	671.00	22.45	22.45	S08°24'43"E
C28	264.00	8.57	8.57	S00°31'25"E
C29	264.00	150.51	148.48	S09°44'19"E
C30	235.00	202.68	196.46	S23°15'16"W
C31	206.00	159.77	155.80	S20°45'58"W
C32	12.00	13.69	12.96	N01°16'09"E
C33	56.00	155.16	110.08	S47°57'48"W

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.
C34	12.00	13.68	12.96	S85°20'20"E
C35	264.00	4.05	4.05	S62°24'58"W
C36	206.00	159.77	155.80	S65°12'18"W
C37	235.00	161.85	158.67	S67°41'38"W
C38	264.00	113.21	112.34	S75°08'24"W
C39	15.50	47.69	30.98	S47°57'48"W
C40	2.50	4.13	3.68	N03°29'31"E
C41	253.50	25.74	25.73	S47°57'48"W
C42	2.50	4.13	3.68	S87°33'56"E
C43	1391.00	181.66	181.53	N83°40'59"E
C44	1391.00	29.15	29.15	N79°20'29"E
C45	1391.00	111.20	111.17	N76°27'03"E
C46	1420.00	328.73	328.00	N80°47'33"E
C47	1449.00	31.90	31.90	N86°47'38"E
C48	1449.00	211.97	211.78	N81°58'21"E
C49	1449.00	91.57	91.58	N75°58'16"E
C50	461.00	119.65	119.32	S81°35'47"W
C51	490.00	189.56	188.39	S85°13'35"W
C52	519.00	102.87	102.70	S79°50'19"W
C53	519.00	97.91	97.77	N89°04'44"W
C54	174.00	3.77	3.77	N83°03'15"W
C55	174.00	43.25	43.14	N75°18'44"W
C56	461.00	58.68	58.64	N67°19'16"W
C57	116.00	157.00	143.28	N45°54'07"W
C58	145.00	93.05	91.46	N65°17'23"W
C59	12.00	12.97	12.34	N60°51'18"E
C60	56.00	45.48	44.24	S73°10'08"W
C61	56.00	50.18	46.51	N57°53'39"W
C62	56.00	66.98	63.05	N02°01'54"E
C63	12.00	8.60	8.61	S15°16'28"W
C64	12.00	4.16	4.14	S15°40'47"E
C65	145.00	125.18	121.33	N22°10'02"E
C66	2.50	4.17	3.70	S03°37'42"E

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.
C67	15.50	48.13	30.99	N46°54'19"W
C68	2.50	4.17	3.70	N89°49'04"E
C69	163.50	25.63	25.60	N46°54'19"W
C70	174.00	85.57	84.71	N11°31'53"W
C71	116.00	17.59	17.57	N01°47'11"W
C72	1421.00	100.12	100.10	N04°24'32"E
C73	1450.00	203.68	203.52	N05°34'53"E
C74	1479.00	23.15	23.15	N03°00'20"E
C75	1479.00	116.96	116.93	N05°43'10"E
C76	1479.00	67.65	67.65	N09°17'43"E
C77	1421.00	99.49	99.47	N08°35'59"E
C78	659.00	31.76	31.76	S09°13'29"W
C79	659.00	124.42	124.33	S02°26'07"W
C80	601.00	21.62	21.62	S08°34'30"W
C81	630.00	90.15	90.07	S06°30'22"W
C82	630.00	127.36	127.15	S03°23'05"E
C83	659.00	71.35	71.31	S06°04'30"E
C84	2471.00	69.37	69.37	N08°22'20"W
C85	601.00	61.41	61.39	S08°14'57"E
C86	2529.00	37.09	37.09	N08°45'22"W
C87	2529.00	123.75	123.74	N06°56'03"W
C88	2529.00	124.12	124.11	N04°07'35"W
C89	2471.00	123.98	123.95	N06°07'51"W
C90	2471.00	85.09	85.09	N03°42'25"W
C91	2500.00	291.69	281.54	N00°56'54"W
C92	94.00	78.48	76.22	N21°14'45"E
C93	94.00	68.90	67.37	N68°06'39"E
C94	94.00	4.97	4.97	N88°37'28"E
C95	65.00	105.35	94.19	N43°42'34"E
C96	36.00	58.35	52.17	N43°42'34"E
C97	7.00	21.99	14.00	S00°08'23"W
C98	7.00	21.99	14.00	N00°08'23"W
C99	7.00	21.99	14.00	S89°18'08"E
C100	264.00	4.05	4.05	S33°20'37"W



**Bailey Engineering, Inc.**  
CIVIL ENGINEERING | PLANNING | CADD  
1500 E. IRON EAGLE DR.  
EAGLE, ID 83616  
TEL 206-938-0013  
FAX 206-938-0516

## CORRENTE BELLO SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents: That Gemstar Properties, LLC., an Idaho Limited Liability Company, is the owner of the property described as follows:

A parcel of land located in the South 1/2 of the SW 1/4 of Section 5, T.4N., R.1E., B.M., Ada County, Idaho, more particularly described as follows: BEGINNING at the corner common to Sections 6, 7, 8, and the said Section 5, from which the 1/4 corner common to said Sections 5 and 8 bears South 89°18'08" East, 2654.81 feet;

Thence along the West line of said Section 5 and the East line of Hesse Subdivision and Oakley Estates Subdivision, as same are recorded in Book 62 of Plats at Page 6265, and Book 83 of Plats at Page 9091 respectively, records of Ada County, Idaho, North 00°24'20" West, 1315.54 feet to the South 1/16 corner lying on the South line of Academy Place, as same is recorded on Book 4 of Plats at Page 155, records of Ada County, Idaho;

Thence along the South line of said subdivision and said line extended South 89°21'57" East, 1362.26 feet;

Thence South 00°24'34" East, 1252.05 feet to a point on the northerly right-of-way of Floating Feather Road;

Thence along said right-of-way North 89°18'08" West, 41.15 feet;

Thence South 3°48'45" West, 40.06 feet;

Thence South 00°41'52" West, 25.00 feet to a point on the South line of said Section 5;

Thence North 89°18'08" West, 1317.79 feet to the Point of Beginning. Containing 41.09 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing United Water Idaho, Inc. main line located adjacent to the subject subdivision, and United Water Idaho, Inc. has agreed in writing to serve all the lots in this subdivision.

Gemstar Properties, LLC.

*Jeffrey Hebert*  
Jeffrey Hebert, Member

CERTIFICATE OF SURVEYOR

I, D. Terry Peugh, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

D. Terry Peugh



P. L.S. NO. 4431

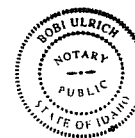
ACKNOWLEDGMENT

State of Idaho )  
) s.s.  
County of Ada )

On this 3rd day of July, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Hebert, known or identified to me to be a Member of Gemstar Development, LLC., the Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company and acknowledged to me that such Limited Liability Company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

1-4-2011  
My commission expires



*Bobi Ulrich*  
Notary Public for Idaho  
Residing in Boise Idaho

**Bailey Engineering, Inc.**

CIVIL ENGINEERING | PLANNING | CADD

1500 E. IRON EAGLE DR.  
EAGLE, ID 83616

TEL 208-938-0013  
FAX 208-938-0518

## CORRENTE BELLO SUBDIVISION NO. 1

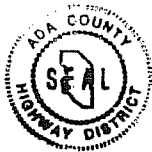
HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing City of Eagle Public Works and United Water of Idaho, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1328, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

[Signature] 2/15/06  
Central District Health Department Date

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 22<sup>nd</sup> day of MAR, 2006.



[Signature]  
Chairman ACHD

APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer in and for the City of Eagle, Idaho, hereby approve this plat.

[Signature] 6/16/06  
City Engineer Date

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

[Signature] 7-12-06  
County Surveyor 15570

CERTIFICATE OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Eagle, Ada County, Idaho, do hereby certify that that at a regular meeting of the City Council held on the 14 day of March, 2006, this plat was duly accepted and approved.

[Signature]  
City Clerk

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of I.C.50-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

7-20-06  
Date



[Signature]  
County Treasurer

COUNTY RECORDER'S CERTIFICATE

State of Idaho )  
 ) s.s.  
County of Ada )

I hereby certify that this instrument was filed for record at the request of Pailey Engineering, Inc. at 16 Minutes past 4 O'clock P.M. on this 20th day of July, 2006, in Book 95 of plats at Pages 11790 thru 11794.

Instrument No. 1016116287

[Signature]  
Deputy  
Fee \$ 26.00

[Signature]  
Ex-Officio Recorder



106127965

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
CORRENTE BELLO SUBDIVISION**

**August 8, 2006**

# NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND OWNER OF PROPERTY WITHIN THE CORRENTE BELLO SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL HOME OWNERS AND OCCUPANTS.

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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CORRENTE BELLO SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Corrente Bello Subdivision (this "Declaration") is made effective this 8<sup>th</sup> day of August, 2006, by Gemstar Properties, L.L.C, an Idaho limited liability company (the "Gemstar Declarant"), and Corrente Bello Estates, LLC, an Idaho limited liability company (the "CB Declarant"). The Gemstar Declarant and the CB Declarant are collectively referred to herein as the "Declarant".

### ARTICLE I: RECITALS

Section 1.      Property Covered. The property subject to this Declaration is the property legally described in the attached Exhibit A, which is made a part hereof (the "Property"), which Property is platted as Corrente Bello Subdivision No. 1 and Corrente Bello Subdivision No. 2. This Declaration is for the benefit of any and all Owners of any portion of the Property.

Section 2.      Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, conditions and equitable servitudes (collectively "Restrictions") that will apply to the Property, and use of any and all portions thereof. The Restrictions contained herein are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

### ARTICLE II: DECLARATION

Declarant hereby declares that the Property, and each Lot, Dwelling Unit, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof.

### ARTICLE III: DEFINITIONS

Section 1.      "Architectural Committee" shall mean any applicable architectural committee of the Association established pursuant to Article XI herein.

Section 2.      "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 3.      "Association" shall mean the Corrente Bello Subdivision Homeowners' Association, Inc., its successors and/or assigns.

Section 4.      "Board" shall mean the Board of Directors of the Association.

Section 5.      "Common Lots" shall mean all real property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached Exhibit B, which is made a part hereof.

Section 6.      "Declarant" shall collectively mean Gemstar Properties, L.L.C., an Idaho limited

liability company, and Corrente Bello Estates, LLC, an Idaho limited liability company.

Section 7. "Dwelling Unit" shall mean single family, detached residential houses to be constructed on each Lot.

Section 8. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes.

Section 9. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration or any supplemental declaration, including, without limitation, damage to Common Lots or the Pressurized Irrigation System, or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair, and including interest thereon.

Section 10. "Lot" shall mean any plot of land shown on the Plats, and/or any other recorded subdivision plat of the Property, with the exception of the Common Lots and Lot 20, Block 2, as shown on the Corrente Bello Subdivision No. 1 final plat. Lot 20, Block 2 contains an existing residence not subject to this Declaration.

Section 11. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 12. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 13. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 15. "Plats" shall mean the Corrente Bello Subdivision No. 1 final plat filed in Book 95 of Plats at Pages 11790-11794, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit C, and made a part hereof, and the Corrente Bello Subdivision No. 2 final plat filed in Book 95 of Plats at Pages 11795-11800, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit D, and made a part hereof.

Section 16. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in Article V.

Section 17. "Property" shall mean that certain real property legally described on the attached Exhibit A, and such annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 18. "Regular Assessments" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, and the Pressurized Irrigation System, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

Section 19. "Restrictions" shall mean the basic restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property, and use of any and all portions thereof.

Section 20. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments paid to the Association pursuant to the provisions of this Declaration or any supplemental declaration.

#### ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot shall be used for detached single family residential purposes only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed. Subject to Article V, Section 1, no Dwelling Units shall be more than two stories above ground.

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon in perpetuity unless otherwise approved by the Eagle City Council. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon, in accordance with the Eagle City Code. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;

(b) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its rules and regulations.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 3**

The Common Lots cannot be mortgaged, conveyed or encumbered without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Lot is through any portion of the Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

**Section 3. Home Occupations.** Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units **provided such home occupations do not increase the burdens on the streets within the Property (including increased traffic).** If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the streets within the Property, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by them, regardless of the impact on the streets.

**Section 4. Vehicle Storage.** Unenclosed areas, which include driveways and all other areas within the Property, are restricted to use for temporary parking of operative motor vehicles of guests, invitees and licensees of Owners, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Dwelling Unit. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the applicable Architectural Committee.

The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored after three (3) days' written notice, at the risk and expense of the Owner thereof.

**Section 5. Compliance With Laws, Rules and Ordinances.** No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations or ordinances. In addition, in the event any term or Restriction contained in this Declaration is less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinance shall apply. This Declaration is subject to all rules, regulations, laws and ordinances of all applicable government bodies. In the event a governmental rule, regulation, law or ordinance would render a part of this Declaration unlawful, then in such event that portion of this Declaration shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance. Finally, no waste shall be permitted in any Common Lots, Lot or any Dwelling Unit.

**Section 6. Signs.** No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

**Section 7. Pets.** No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two

(2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 8. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Lots or Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the applicable Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 9. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit or on any building without the prior written consent of the applicable Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgment. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner, enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. The cost of any such repairs and maintenance shall be treated as a Limited Assessment to such Owner. In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their guests or invitees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 10. Outbuildings. Outbuildings are prohibited except on Lots 2 through 8, Block 4, Corrente Bello Subdivision No. 1 and on all Lots in Corrente Bello Subdivision No. 2. These outbuildings shall be pre-approved in writing by the applicable Architectural Committee, and be constructed of quality building material, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 11. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the applicable Architectural Committee. All fences shall be wrought iron and must be designed and built in conformance with the Tube Steel Fence specifications attached hereto as Exhibit E, which is made a part hereof. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Chain link fences are prohibited. Those sections of fence at the front and along the sides of all Lots shall be no more than five feet tall. Those sections of fence along the rear of all Lots shall be no more than six feet tall. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences, hedges, high plantings, obstructions, or barriers shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable, nuisance or noxious use.

Section 12. Antennae. Antennae and/or satellite dishes must be pre-approved in writing by the applicable Architectural Committee. All antennae and/or satellite dishes shall be placed in the back yards or mounted on the back or side of all Dwelling Units and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 13. Insurance. Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.

Section 14. Drainage. All Lots and Common Lots shall be graded such that all storm water and other water drainage shall run across a curb or to a drainage easement and no drainage shall cross from a Lot or Common Lot onto another Lot or Common Lot except within an applicable drainage easement.

Section 15. Garages. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages on Lots in Corrente Bello Subdivision No. 1 and attached and detached enclosed garages on Lots in Corrente Bello Subdivision No. 2, which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.

Section 16. Construction Equipment. No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.

Section 17. Damage to Improvements. It shall be the responsibility of an Owner to leave all Improvements, including, without limitation, street curbs, sidewalks, fences, utility facilities, mail box stands and tiled irrigation lines, if any, free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good sound condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of

conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the applicable Architectural Committee.

Section 18. Garbage Pick-Up. Garbage and recycle containers can be placed on the appropriate sidewalks or driveways on garbage and recycle collection days, but such containers must be removed no later than 6:00pm that evening.

#### ARTICLE V: SPECIFIC LOT USES AND RESTRICTIONS

Section 1. Lots 24, 25, 27, 32 and 33, Block 1. Any Dwelling Units to be located on Lots 24, 25, 27, 32 and 33, Block 1, as shown on the Corrente Bello Subdivision No. 2 final plat, shall not exceed one-story in height (25-foot maximum height excluding daylight basements).

Section 2. Lot 20, Block 2. Lot 20, Block 2, as shown on the Corrente Bello Subdivision No. 1 final plat, is an existing residence not subject to this Declaration. The owner of Lot 20, Block 2 shall not be a member in the Association. In the event the owner of Lot 20, Block 2, attempts to further subdivide this Lot, neither the Association nor the Owners shall have the right to object to such further subdivision.

#### ARTICLE VI: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by Farmers Union Canal Users Association utilizing a pressurized irrigation system which includes main lines, pumps, sprinkling clocks, service lines, valves, and other facilities located on the Property ("Pressurized Irrigation System"). Declarant shall transfer the Pressurized Irrigation System to the Association.

**The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots. The Pressurized Irrigation System will be owned and operated by the Association in perpetuity unless otherwise approved by the Eagle City Council. By accepting a deed to any portion of the Property, each Owner hereby agrees to pay its proportionate share of Assessments associated with the operation and maintenance of the Pressurized Irrigation System and covenants and agrees to hold the Association and Declarant harmless from any and all liability for damages or injuries to their children, guests, agents, or invitees caused by the Pressurized Irrigation System.**

#### ARTICLE VII: INSURANCE

Section 1. Insurance. The Association shall obtain insurance from insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Association deems necessary or advisable, which shall include, without limitation, the following policies to the extent its is possible for the Association to obtain the same:

(a) Fire insurance including those risks embraced by coverage of the type known as the broad form or "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and other property located within the Common Lots and for the Pressurized Irrigation System;

(b) Comprehensive general liability insurance insuring the Association and its agents and employees, invitees and guests against any liability incident to the ownership, management, maintenance and/or use of the Common Lots and Pressurized Irrigation System. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances after taking into account inflation occurring after the execution of this Declaration;

(c) Such other insurance to the extent necessary to comply with all applicable laws and such indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

#### ARTICLE VIII: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Gemstar Declarant and the CB Declarant. Each Class B Member shall be entitled to five (5) votes for each Lot owned by the respective Class B Member. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

#### ARTICLE IX: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. **Each Owner of any Lot by acceptance of a deed therefor is deemed to covenant and agree to pay to the Association all Assessments levied thereby.** These Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. **Declarant has no obligation to pay Assessments.**

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for any construction, maintenance, and operation of the Common Lots and Pressurized Irrigation System.

Section 3. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$15.00 shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Lots or Pressurized Irrigation System or abandonment of his or her Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

#### ARTICLE X: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and by-laws, shall have all powers and authority permitted to the Board under the Association's articles of incorporation and by-laws and this Declaration, and shall acquire and shall pay for, out of a common expense fund to be established by the Board, all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

(a) Operation, maintenance and management of the Common Lots and Pressurized Irrigation System, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Lots and Pressurized Irrigation System. The Board may arrange for special metering of utilities as appropriate.

(c) Maintenance and repair of storm drains located on the Property, if any, except for those storm drains located on or within the right-of-way of any street, road, alley or other land dedicated to public use.

(d) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the by-laws or this Declaration. Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit and personal property.

(e) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(f) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

(g) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.

(h) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof, which is claimed to or against the Property, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Lots responsible to the extent of their responsibility.

(i) The Board shall not make any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

**The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Lots and Pressurized Irrigation System, and to perform any other right, duty or obligation of the Board or Association.**

Section 2.      Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.

Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles of incorporation or by-laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term, or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.

Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant.

#### ARTICLE XI: ARCHITECTURAL COMMITTEE

Section 1. Charter of Architectural Committee(s). The Gemstar Declarant is authorized to appoint an Architectural Committee to conduct architectural control and review of Improvements constructed on the Corrente Bello Subdivision No. 1 Lots. The CB Declarant is authorized to appoint an Architectural Committee to conduct architectural control and review of Improvements constructed on Corrente Bello Subdivision No. 2 Lots. When all Lots in both phases have been improved with single family residences, the Association is authorized to appoint a single Architectural Committee. 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. This Article does not apply to the Declarant.**

Section 2.      Adoption of Design and Landscape Standards. Each Declarant, and ultimately the Association, shall have the power, but not the obligation, to promulgate Design and Landscape Standards relating to the planning, construction, alteration, and modification of Improvements within the Declarant's respective phase of the Subdivision deemed necessary or desirable by the Declarant or the Association, as the case may be, to carry out the purposes of this Declaration. The Design and Landscape Standards may contain provisions not limited to design standards, exterior finishes and colors, fences, landscaping, exterior lighting, mailboxes and the like. They may also include policies, procedures and rules, which in the discretion of the Declarant or Association are reasonable to maintain a quality subdivision and to protect property values. The Design and Landscape Standards, if any, promulgated by the Gemstar Declarant with respect to the Improvements in Corrente Bello Subdivision No. 1 may differ from the Design and Landscape Standards promulgated by the CB Declarant with respect to Corrente Bello Subdivision No. 2. Each Owner shall review and be familiar with the current Design and Landscape Standards, if any, affecting the Owner's Lot, copies of which are available from the Declarant and the Declarant's marketing representatives. All Design and Landscape Standards shall be consistent with the provisions of this Declaration. In the event of a conflict between any Design and Landscape Standards and this Declaration, this Declaration shall control.

Section 3.      Interpretation and Enforcement. Each Architectural Committee shall have the authority to interpret and enforce any or all restrictions and covenants of this Declaration as they pertain to the Dwelling Units and Other Improvements in their respective phase of the Subdivision. The Architectural Committee shall have the authority to pursue whatever action or litigation required to cause any Owner to remove and replace any element that the Architectural Committee interprets as deficient or outside of this Declaration or the Design and Landscape Standards. This right of enforcement can include the Architectural Committee hiring any or all of such 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 the Architectural Committee may incur in such enforcement.

Section 4.      Variances. The Architectural Committee may authorize variances from compliance with requirements of any conditions and restrictions contained in this Declaration, the Design and Landscape Standards, or any prior approval when, in the sole discretion of the Architectural Committee, 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.

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

Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional assessment for the cost of maintenance and the payment of an architectural review processing fee. 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.

## ARTICLE XII: GENERAL PROVISIONS

Section 1.      Enforcement. The Association, 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 Declaration. Failure by the Association, Declarant or by any Owner 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 and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 an instrument signed by Declarant (each Declarant's signature will be required if they each still own one or more Lots) and the consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

Section 4.      Annexation. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5.      Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant and all Lot Owners and their successors in interest.

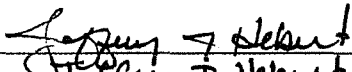
Section 6.      Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Section 7.      Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

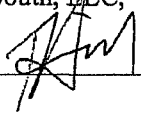
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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands this 8th day of August, 2006.

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

By:   
Name: Jeffrey J. Hebert  
Its: managing member

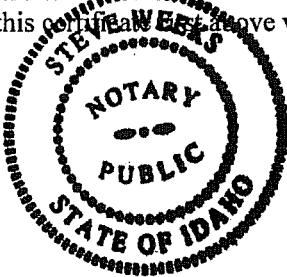
Corrente Bello Estates, LLC,  
an Idaho limited liability company,  
By its Manager, CB South, LLC,

By:   
Name: Todd Hill  
Its: Manager

STATE OF IDAHO     )  
                              ) ss.  
County of Ada         )

On this 8th day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey J. Hebert, known or identified to me to be the managing member of Gemstar Properties, L.L.C., the limited liability company that executed the 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.



Steven E. Webb  
Notary Public for Idaho  
Residing at Eagle, Idaho  
My commission expires: 6-1-2011

STATE OF IDAHO     )  
                              ) ss.  
County of Ada         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Hill, known or identified to me to be the Manager of CB South, LLC, the Manager of Corrente Bello Estates, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

ALL PURPOSE CALIFORNIA ACKNOWLEDGEMENT

STATE OF: CALIFORNIA

COUNTY OF: Santa Clara

On 8-8-06 before me, Mary Reyna, Notary Public

personally appeared Ed Hill, Manager

personally known to me ~~(or provided to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the Instrument.

WITNESS my hand and official seal

Signature Mary Reyna



(NOTARY SEAL)

ATTENTION NOTARY: Through the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO.  
THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type \_\_\_\_\_

Number of Pages \_\_\_\_\_

Date of Document \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1 through 18, Block 1; Lots 1 through 19 and 21 through 29, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lot 1 Block 5; and Lot 1, Block 6 of Corrente Bello Subdivision No. 1, according to the official plat thereof, filed in Book 95 of Plats at Pages 11790-11794, Records of Ada County, Idaho; and

Lots 19 through 40, Block 1; Lots 1 through 28, Block 7; Lots 1 through 14, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; Lot 1, Block 16 and Lots 1 through 17, Block 17 of Corrente Bello Subdivision No. 2, according to the official plat thereof, filed in Book 95 of Plats at Pages 11795-11800, Records of Ada County, Idaho.

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF COMMON LOTS**

Lots 1, 9 and 18, Block 1; Lots 1, 11, 16, 21, 22 and 29, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lot 1, Block 5; and Lot 1 Block 6 of Corrente Bello Subdivision No. 1, according to the official plat thereof, filed in Book 95 of Plats at Pages 11790-11794, Records of Ada County, Idaho; and

Lots 19, 23, 26, 29, 34 and 40, Block 1; Lot 1, Block 7; Lot 14, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; Lot 1, Block 16; and Lots 1 and 17, Block 17 of Corrente Bello Subdivision No. 2, according to the official plat thereof, filed in Book 95 of Plats at Pages 11795-11800, Records of Ada County, Idaho.

**EXHIBIT C**

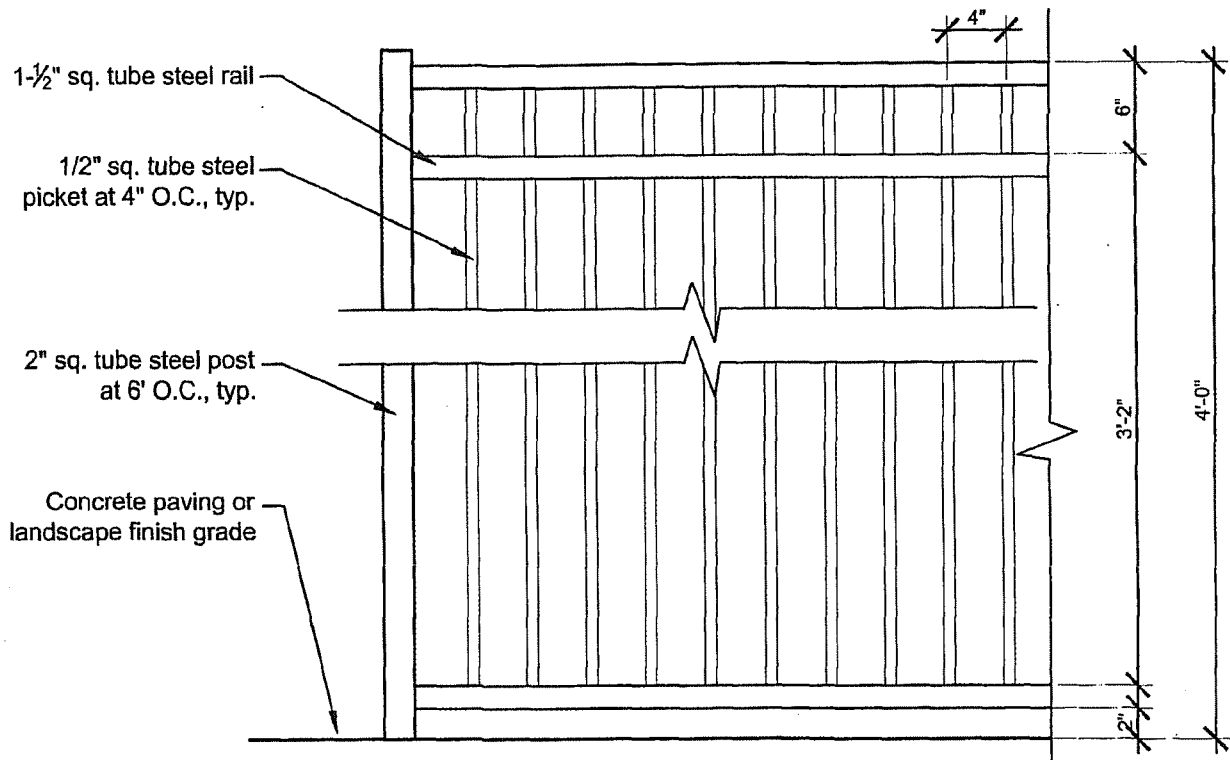
**CORRENTE BELLO SUBDIVISION NO. 1 FINAL PLAT**

**EXHIBIT D**

CORRENTE BELLO SUBDIVISION NO. 2 FINAL PLAT

**EXHIBIT E**

**Tube Steel Fence Specifications**



**NOTE:**

- 1) Finish shall be manufacture's black polyester powder coating.
- 2) Concrete post footings: 9" dia. min. x 24" deep concrete footing. 2500 PSI concrete.
- 3) Field welds: all field welds shall be ground smooth and painted to match adjacent surfaces.

# 1 Tube Steel Fence

Scale: 1"=1'-0"



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**Corrente Bello  
Tube Steel Fence**

5-9-06

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