

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DRIFTWOOD SUBDIVISION

THIS DECLARATION is made by C Four Corporation, an Idaho corporation, hereinafter Declarant on this 15th day of January 2009, and is based on the following facts:

RECITALS

A. Declarant is the sole owner of certain real property in Elmore County, Idaho, which is more particularly described in Exhibit A attached hereto ("Driftwood Subdivision" or "Property").

B. Declarant desires to establish on the real property, an exclusive residential community which is designed to maximize the use of available land and which contains 54 Lots for residential dwelling units thereon. Declarant desires to assure the attractiveness of the individual Lots; to prevent future impairments thereof; to prevent nuisances; and to preserve, protect and enhance the values and amenities of the Property

NOW THEREFORE, Declarant hereby declares that all of the properties above described, shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, each of which shall run with the properties and shall be binding on all parties now or hereafter having any right, title or interest therein or to any part thereof, and shall inure to the benefit of each Owner thereof. Declarant reserves the right to amend this Declaration at any time, to set forth additional easements, conditions, covenants, restrictions and reservations applicable to those Lots yet to be sold.

Instrument # 403689
Elmore County, Idaho
03:08pm Jan. 16, 2009
For: BUD CORBUS
No. of Pages: 10 Fee: \$30.00
MARSA GRIMMETT, Recorder
Deputy: JC

ARTICLE I

Definitions

A. "Architectural Committee" means the committee charged with approval of any construction, erection, alteration or repair of any improvements on any Lot in the property as hereinafter provided.

B. "Dwelling Unit" means that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking next thereto, and all projections. therefrom.

C. "Household" means all persons residing in a Dwelling Unit.

D. "Lease" means any agreement for the leasing or rental of a dwelling unit, including a month-to-month rental agreement. All such leases shall be in writing.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

E. "Lot" means all lots within and shown upon the Plat.

F. "Owner" means the owner of record, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having an interest merely as security for the performance of an obligation.

G. "Plat" means the official recorded Plat of Driftwood Subdivision including all phases, or any amendments or additions thereto.

H. "Property" means the real property constituting Driftwood Subdivision, described above and according to the Plat, and any additions thereto, as may be made subject to the Declaration.

I. "Project" means the Property and all contemplated improvements thereto.

J. "Single Family" means any one or more individuals, doing their own cooking and living on the premise as a separate housekeeping unit in a domestic relationship as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.

ARTICLE II

General Restrictions

A. **Covenant:** Each owner whether by ratification of this Declaration or by acceptance of a deed or contract of purchase, whether or not these covenants, conditions and restrictions are expressly set forth in any such deed or other conveyance or agreement for conveyance is deemed to covenant and agrees to comply with and abide by these covenants, conditions, and restrictions and agrees for the Owner or Owners, the Owner(s)' heirs, administrators, delegees or assigns to be personally bound by each of the covenants, restrictions, reservations and servitudes, and as may be amended from time to time, jointly and severally.

B. **Enforcement of Restrictions:** The Declarant, Homeowner's Association, Architectural Committee or any Owner shall have the right to enforce, whether at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Not less than ten (10) days prior to bringing an action of enforcement, the offending party shall be served with written notice setting forth with specificity the covenant, restriction, condition, reservation lien or charge that the person is charged with failing to comply. Failure to enforce any the foregoing shall in no event be deemed a waiver of the right to do so thereafter. These covenants, conditions, and restrictions are cumulative and all remedies provided herein for breach are in addition to any rights and remedies provided by local or state laws and not in lieu thereof.

C. **Judgment and Attorney's Fees:** Whether or not an action is prosecuted to judgment, the prevailing party shall be entitled to reasonable attorney's fees and costs. In the event of judgment against any person, the court may award injunction against any person for violation, require compliance as the court deems necessary, award such damages, reasonable attorney's fees, costs and expenses as well as such other further relief as may be deemed just and equitable.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

D. **Mortgages or Deeds of Trust Not Invalidated**: The breach of any of these covenants, conditions, restrictions or any repurchase by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots in such premises, but shall be binding upon and effective against any such mortgagee or trustee or Owner thereof, whose title is or was acquired by foreclosure, trustee's sale, or otherwise.

ARTICLE III

Construction Restrictions

A. **Antennae**: No antennae, satellite receivers or radio aerials shall be installed on the Property. Television antennas and satellite dishes must be placed on the back side of structures.

B. **Building Type Restrictions**: No buildings shall be constructed on any Lot other than one (1) detached single-family dwelling and attached garage as well as approved outbuildings. Outbuildings must match the architectural structure of the house. It is the intent and purpose of these restrictive covenants to assure that all dwellings constructed in this subdivision shall be of high quality workmanship and materials. Therefore, all homes that will be placed or built in this subdivision must be of new construction and must conform to International Building Code ("IBC") standards and Elmore County building codes in force and effect at the time the home is placed or built on the property. All buildings shall be of frame, stone, or brick construction.

C. **Colors**: Exterior colors of earth tones are encouraged. Bright or bold colors or very dark colors shall be discouraged. The builder shall submit samples for a particular dwelling unit to the Architectural Committee for approval prior to application of exterior color finishes.

D. **Commencement and Completion of Construction**: Construction of any dwelling unit shall be commenced not later than two (2) years after the original purchase of a Lot. Construction shall be diligently pursued after commencement and shall be completed not later than eight (8) months after commencing construction. From the date of purchase, through the completion of landscaping, all Lots shall be kept free of rubbish, garbage, and kept reasonably clean. An 8' by 8' construction container, and also a portable bathroom is required on site during construction. In the event that construction is not commenced within two (2) years, Declarant or its successor shall have the option at its sole discretion, to repurchase the Lot at the price for which the Lot was originally purchased. This paragraph shall not be amended and shall bind all successors and assigns of the original purchaser of any Lot.

E. **Construction Equipment and Material Storage**: No machinery, building equipment, or material shall be stored on site until the builder is ready and able to immediately commence construction. Such building materials must be kept within the property line of the Lot on which the dwelling unit or structure is to be constructed. During construction, one lot will be designated as a concrete washout

area and rock dump. If debris is not moved to a designated area, a removal fee will be charged.

F. **Damage to Improvements**: It is the responsibility of the Owner of any structure in the Property to leave streets, curbs, sidewalks, fences, tiled irrigation lines or other improvements, if any, as well as utility facilities, free of damage and in good and sound condition at the conclusion of the construction period. It shall be conclusively presumed that all such improvements are in good sound condition at the time construction commences on each Lot. The Owner is responsible for notification to the contrary, in writing, to the Architectural Committee at the time construction commences.

G. **Driveways**: All Lots shall have a driveway paved with either asphalt or concrete that extends from the garage entry to the existing street apron. Driveways for all Lots shall be of sufficient size for off-street parking for two (2) standard size automobiles. No changes to existing approaches will be made without prior approval from the Architectural Committee and the Mt Home Highway District.

H. **Easements**: In addition to the easements shown on the Plat, two (2) additional easements are reserved. First, an easement of ten (10) feet in width on either side of all property lines is reserved for the purpose of maintenance of fences and landscaping. Provided however, an adjacent Lot Owner using such easement for such access shall not damage the neighboring Lot or if damage occurs, shall immediately repair any such damage and restore the Lot to the condition prior to such damage. Second, an easement is further reserved, ten (10) feet-on-each side of all Lot lines for installation and maintenance of utilities, irrigation, and drainage equipment and facilities. Any rock or debris picked off of a lot cannot be thrown onto any easement or highway district right of way.

I. **Exterior Finish**: At least twenty percent (20%) of the ground level surface area of the front side of each dwelling shall be covered by brick, or stone. In all cases, the Owner shall submit samples for a particular dwelling unit to the Architectural Committee for approval prior to application of any exterior finishes. A chimney chase enhancer or similar device shall screen each chimney pipe if determined as necessary by the Architectural Committee. Plumbing vents shall be placed on the back side of structures if possible. All vents and other roof penetrations must be black in color.

J. **Fences and Other Boundaries**: Fences, hedges, high plantings, obstructions or barriers shall be so situated not to unreasonably interfere with the enjoyment and use of neighboring Lots and streets or constitute an undesirable nuisance or noxious use. The determination of the Architectural Committee is binding on all parties. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences shall meet the following requirements unless an exemption is approved in writing by the Architectural Committee prior to construction:

- 1) No fence shall extend past the front edge of the residential dwelling on each lot.
- 2) All fences or fenced areas must be constructed of materials approved by the Architectural Committee. Preferred fencing design is 3 rail white vinyl or white vinyl clad.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

3) No fences may exceed six (6) feet in height.

K. Floor Area Minimums: Floor area shall be exclusive of eaves, steps, porches, entrances, patios and garages. The floor area of a one-story house shall have not less than one thousand eight hundred (1,800) square feet on the ground floor (excluding bonus room). Split level and two-story houses shall have not less than one thousand five hundred (1,500) square feet on the ground floor and not less than five hundred (500) square feet on the second floor.

L. Garages: Garages shall provide enclosed parking for at least two (2), but not more than four (4) vehicles. Garages for not more than five (5) vehicles may be allowed with prior written approval by the Architectural Committee. Garages must be attached to the dwelling unit and be well constructed of good quality material and workmanship. All garages shall contain at least the minimum floor area relevant to the height of the dwelling.

M. Height Restrictions: No residence shall be in excess of either two (2) stories or thirty (30) feet above ground. No outbuildings, including storage sheds, play houses and play equipment consisting of walls and roof, shall exceed a height of twenty (20) feet.

N. Landscaping: The front and sides of the house must be sodded, 10 ft. on each side along the house and to the front property line. The rear of the house can be hydro seeded at least 25 ft. from the rear of the house. Landscaping of front yards must be completed -within sixty (60) days of substantial completion. Berms and sculptured planting areas are encouraged. Landscaping of the front yard shall include:

1) At least one (1) ornamental tree of at-least two (2) inch caliper, or an evergreen tree of at least six (6) feet in height;

5) Five; three-gallon plants/shrubs and,

5) Five; five-gallon plants/shrubs.

Grass shall be planted in the backyard within one (1) year of first occupancy of the residence. Nothing shall be placed within the drainage easements that will interfere with drainage. Nothing, other than grass, may be planted within the drainage easement of the Mountain Home Highway District's prior written approval.

O. Fire Department Criteria: All lot and dwelling owners will have the responsibility to adhere to Mountain Home Rural Fire Department rules and ordinances. The Homeowners Association will be responsible for the maintenance, operation and cost to maintain fire protection systems. Each phase of development will have one (1) fire suppression tank as required by the Mountain Home Rural Fire Department. The Homeowners Association will pay the owners of lots that have fire suppression systems installed on them a fee of \$500 per year to compensate said owners for the use of their wells and pumps to supply water to the fire suppression systems. Payment will be made not later than 1 March of each year.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

P. **Outbuildings**: Barns, shops, or other outbuildings appropriate to a rural acreage residential atmosphere shall be allowed. Only two (2) outbuildings per Lot shall be permitted. An additional outbuilding may be allowed with prior written approval of the Architectural Committee. All outbuildings shall be constructed of quality building materials, completely finished and painted on the outside and shall be of quality and character that will be in harmony with the other buildings on said properties. No outbuilding shall be constructed without prior written approval by the Architectural Committee. All outbuildings shall be well maintained, including painting and other appropriate maintenance.

Q. **Roofs**: Roofs shall be of at least 5 in 12" pitch. No gravel roofs shall be permitted. Bay windows, broken rooflines, gables, hip roofs, etc. are encouraged to provide architectural variety. Shingles shall be, at minimum, thirty (30) year architectural. Black shingles are required; also an 8 inch fascia with a 2 x 6 sub fascia will be required.

R. **Setbacks**: No improvements may be constructed or maintained on a Lot closer than forty (40) feet from the front property line, twenty (20) feet from the rear property line, and ten (10) feet from the side property lines. All measurements shall be measured at the closest point of any structure, including eaves, steps, open porches and bays. All buildings must be no more than 125' from the front property line to the rear of a structure.

S. **Sewage Disposal/Sewer Locations**: No sewage disposal system is provided by Declarant. Each Lot shall be served by individual sewage disposal system to be designed, located and constructed in accordance with the requirements, standards and recommendations of the Central District Health Department. Approval of such system as installed shall be obtained from the jurisdiction and the Lot owner shall pay for the entire system. All bathroom, sink and toilet facilities shall be located inside the dwelling unit, or, if approved by the Architectural Committee and respective jurisdiction, within an accessory structure or outbuilding and shall be connected by underground pipe directly with the approved sewage disposal system.

T. **Telephone and Electric Service**: All Lots shall be served by underground electrical and telephone lines from existing overhead lines. All power lines are required to be underground. The service shall be installed in road or easement right-of-ways as platted. Each Owner agrees, at Owner's sole expense, to pay for costs and hook-on charges as established by the Idaho Power Company and Qwest Communications for telephone facilities, as a condition precedent to connection thereto. Declarant shall not be liable for the cost thereof but may recover funds advanced, if any, to obtain preliminary installation.

U. **Temporary Buildings**: No house trailer, tent shack, unattached garage, barn or other out building or structure shall be erected or placed on any Lot without Architectural Committee approval. The exception being that, during the construction period, Declarant and its agents shall be authorized to utilize any building or structure deemed appropriate by Declarant for sales and construction offices or facilities.

ARTICLE IV

Property Use Restrictions

A. **Animals**: Not more than two (2) each, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, incidental sales of such animals excepted. All livestock kept on any parcel shall not exceed more than two (2) animals per lot of any combination of horses, cows, and sheep. No other animals, including but not limited to swine, goats, or birds of any species may be kept. All animals shall be kept on owner's property and no barking dogs will be allowed. Any animals outside a dwelling unit or fenced area must be on leashes or otherwise under physical control. All animals shall be fed and cared for. Fenced areas shall be constructed of materials adequate to keep the animal(s) from annoying or trespassing on the use of the property of others, and must be approved by the architectural committee. All areas, in which animals are kept, including barns, corrals and kennels, shall be maintained in a nuisance free manner. Dog runs must be not more than six (6) feet high, not located in the front yard, nor closer than ten (10) feet to the side or back property lines.

B. **Businesses**: No business shall be conducted on any Lot unless completely within the dwelling unit and only as permitted by applicable state or local law, rule or ordinance. No signs shall be installed to advertise the business. No oil exploration or development of any nature or kind, including mining exploration, development or structure shall be permitted on any Lot or Common Facilities, except that during construction the Declarant or its agents may conduct sales and construction business of a dwelling unit as provided above and hereinafter.

C. **Garbage and Refuse Disposal**: No part of any Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained in any part of any Lot except in a sanitary container. Any equipment for the storage of disposal of such material must not violate setback restrictions and must be kept clean and in sanitary condition.

D. **Leasing Restrictions**: Any lease between an Owner and tenant on their primary residence shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration and that any failure by the tenant to comply with the terms of such documents shall be a default under such lease.

E. **Nuisances**: Nothing of an offensive, dangerous, odorous, or noisy endeavor including barking dogs and vehicles without good mufflers; shall be conducted or carried on any Lot, nor shall anything be done or permitted on the Property which may be or become an annoyance or nuisance to the other individuals or Owners. The discharge of firearms is prohibited.

F. **Residing in Other Than Dwelling Units**: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall be at any time used as a residence, temporarily or permanently, on any Lot. However, during construction period, Declarant or its agent(s) may utilize a construction/sales office of a temporary nature as provided above which must also be approved by the architectural committee.

G. **Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) feet and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and an imaginary line connecting them at a point 30 feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

H. **Signs:** No sign of any kind shall be displayed to public view on any Lot except a professionally designed and constructed sign of not more than five (5) square feet advertising the property for sale or rent by an Owner, or to advertise the property during the construction sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the Declarant and its agent(s) may post a "Sold" sign for a reasonable period following the sale. Notwithstanding any provision to the contrary, signs of any and all sizes and dimensions may be displayed by the Declarant without limitation, on Lots owned by the Declarant. The Association may maintain subdivision identification signs, and appropriate informational signs and design approved by the Architectural Committee.

I. **Storage and Use of Recreational Items, Vehicles and Equipment:** Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment shall not be allowed on public right-of-ways or access easements and shall be kept out of sight as much as possible. Unlicensed or inoperable vehicles shall be removed forthwith or enclosed in an approved garage or outbuilding so no adverse visual effects are created. One (1) horse trailer and one (1) recreational vehicle may be parked behind the front line of the resident dwelling. The Architectural Committee shall be the sole and exclusive judges of approved parking areas. Their decision shall be final and binding.

ARTICLE V

Architectural Committee

A. **Initial Members:** The Architectural Committee shall be made up of three (3) individuals. The initial members of the Architectural Committee are appointed by and serve at the discretion of the Declarant. The initial members are Franklin (Bud) Corbus, Christopher Corbus and Mark Goodson. These individuals serve at the discretion of the Declarant. In the event of death or resignation of a member, the remaining members shall have full authority to act, and within a reasonable time after the occurrence of such vacancy, the Declarant, or if after the completion of the last dwelling unit, the Architectural Committee, shall appoint a replacement or the Lot Owners will have the right to elect individuals to fill vacancies.

B. **Action by Quorum and Majority:** A majority of the Committee shall constitute a quorum. All action by the Committee shall be by majority vote of those members in attendance so long as a quorum is present at a meeting.

C. **Liability for Committee Action:** All owners agree that the Committee and its successors shall incur no liability for any omissions or acts under this Declaration.

D. **Duties:** The duties of the Architectural Committee are to review, approve, deny or condition approval of all new construction on such terms and conditions as the Committee shall deem appropriate. Its determination is binding on all parties. The Committee may, with the consent of the Declarant, appoint a Sub-Committee to enforce all areas of this Declaration not pertaining to new construction.

E. **Submission of Plans and Specifications:** Prior to any construction, erection repair or alteration, including different color or materials, of structures, fences, outbuildings, etc., as herein provided, there shall be submitted to the Committee, one set of detailed plans and specifications. The Architectural committee will review submitted plans on the 15th of every month. All plans must be submitted in writing to the committee to be considered on the scheduled date.

F. **Approval by Architectural Committee:** No building, structure or landscaping shall be erected, placed, altered or maintained on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and compliance with specific material type requirements. The committee shall have fifteen (15) days to review the plans, drawings and specifications. The Committee shall indicate its approval of the proposal by dating and signing the plans by a designated member of the Committee. Such approval shall be construed as full compliance with this Declaration. Approval shall be transmitted to the applicant by letter. No proposal shall be deemed approved without the authorized signature of a Committee member. The Committee shall have the sole discretion to determine what substantial full compliance with this Declaration is. The Committee shall have the right to retain the plans and specifications. The Committee shall have no authority to approve the interior design except to the extent incidentally necessitated by use and size requirements.

G. **Release of Initial Committee and Sub-Committee:** Upon the sale of the last lot in the Driftwood subdivision, the work of the initial Committee and any Sub-Committee shall be deemed completed and said members shall then be automatically released from all responsibilities thereto.

H. **Homeowner's Association:** The initial Driftwood Homeowner's Association consists of Franklin (Bud) Corbus, Christopher Corbus and Mark Goodson. There will be only one Association and it will have jurisdiction over all 54 lots in the subdivision. The Homeowner's Association is formed for the betterment of the subdivision. The purpose will be to oversee, maintain and care for the fire protection tanks and to see that the Covenants, Conditions and Restrictions are enforced and maintained, plus deal with any other subdivision issues. The owner of record of each parcel will have one vote and the majority will prevail. The home owners will meet a minimum of once a year. A one time \$50 set up fee will be charged to all lot owners. Initial association dues will be \$120 per year and will be paid no later than 1 March of each year. Changes to these dues will be voted on by a majority of lot owners as the need arises.

ARTICLE VI

Miscellaneous

A. **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall not invalidate or affect any other provision hereof, which shall remain in full force and effect.

B. **Binding Effect:** The covenants and restrictions of the declaration and any amendment hereto shall run with and bind the land. These covenants shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended in accordance with Paragraph C below.

C. **Amendment:** This Declaration, except the easements herein granted, may be amended by the Declarant at any time prior to the sale of the last Lot. After the sale of the last Lot, up to the end of twenty (20) years from the date this Declaration is recorded, it may be amended only by an instrument signed and acknowledged by all Lot Owners of record affirming that such amendment was approved, either by proxy or affirmative vote at a meeting called for such purpose, of not less than seventy-five percent (75) of the Lots subject to this Declaration. Amendment of termination may take place at any time after the first twenty (20) years.

DATED THIS 15th day of January 2009.

C FOUR CORPORATION

By: [Signature]
Franklin L. Corbus, President

RE-RECORDED

STATE OF IDAHO)

: Ss.

County of Elmore)

Instrument # 403697
Elmore County, Idaho
04:11pm Jan. 16, 2009
For: BUD CORBUS
No. of Pages: 10 Fee: \$30.00
MARSA GRIMMETT, Recorder
Deputy: JC

On this 15th day of January 2009, before me, a Notary Public in and for said State, personally appeared FRANKLIN L. CORBUS, known or proven to me upon satisfactory evidence to be the person who signed his name to the within and foregoing instrument as President of C Four Corporation, an Idaho corporation, and acknowledged to me that he executed the same in his official capacity as President of said corporation.

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



[Signature]
Notary Public for Idaho
Residing at: Henry Jerry
My Commission Expires: 9/28/13

EXHIBIT A

Parcel 1:

Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 7: East ½ East ½ Northeast ¼

Parcel 2:

Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 8: East ½ Northwest ¼

Parcel 3:

Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 8: West ½ Northwest ¼

RE-RECORDED

Instrument # 403763
Elmore County, Idaho
09:38am Jan. 21, 2009
For: CHRIS CORBUS
No. of Pages: 11 Fee: \$33.00
MARSA GRIMMETT, Recorder
Deputy: DLE