


ADA COUNTY RECORDER Christopher D. Rich AMOUNT 94.00 29
BOISE IDAHO 03/26/14 10:35 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Conger Management Group
114021895

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 130.00 41
BOISE IDAHO 04/09/14 10:53 AM
DEPUTY Vicky Bailey
RECORDED - REQUEST OF
Conger Management Group

114026135

Re-Recorded to include Exhibit D
4/9/14

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
DROPZONE SUBDIVISION**

March 18, 2014

NOTICE

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

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DROPZONE SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for Dropzone Subdivision (this "Declaration") is made effective this 18 day of March, 2014, by Corey Barton Homes, Inc., an Idaho corporation ("Declarant").

ARTICLE I: PROPERTY AND PURPOSE

Section 1. Property Covered/Benefit. The property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof, together with any other property made subject to this Declaration pursuant to the terms herein ("Property"). This Declaration is for the benefit of the Declarant, the Association 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, as that term is hereafter defined, 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. "Apartment Lot" shall mean Lot 2, Block 3, as shown on the Plat.

Section 2. "Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.

Section 3. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 4. "Association" shall mean the Dropzone Owners Association, Inc., its successors and/or assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Common Driveways" shall mean those common driveways shown on the Plat used for access to Lots 19, 20 and 21, Block 1, and Lots 30, 31 and 32, Block 1.

Section 7. "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 8. "Declarant" shall mean Corey Barton Homes, Inc., an Idaho corporation, or its permitted assigns.

Section 9. "Dwelling Unit" shall mean each Single-Family Dwelling Unit and Multi-Family Dwelling Unit constructed on each and every Lot.

Section 10. "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 other 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/or all later additions and/or alterations.

Section 11 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the costs and expenses incurred by the Association, including, without limitation, legal fees and costs, whether or not suit has been filed, for any corrective or other action taken by the Association pursuant to this Declaration or otherwise as necessitated by any intentional or negligent act or omission by any such Owner or Owner's Occupants. Such costs and expenses shall include, without limitation, damage to the Common Lots or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair.

Section 12. "Lot" shall mean any lot shown on the Plat with the exception of the Common Lots.

Section 13. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 14. "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 15. "Multi-Family Dwelling Unit" shall mean each multi-family residential structure to be constructed on the Apartment Lot.

Section 16. "Occupant" shall mean 1) any resident, occupant, guest, family member, invitee, licensee and/or tenant of an Owner, and 2) any occupant, guest, family member, invitee, and/or licensee of a tenant.

Section 17. "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 18. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 19. "Plat" shall mean the Dropzone Subdivision final plat filed in Book 1010 of Plats

at Pages 14666 through 14670, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit C, and made a part hereof.

Section 20. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in Article V.

Section 21. "Property" shall mean that certain real property legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 22. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, 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 23. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 24. "Single-Family Dwelling Unit" shall mean each single family, detached residential home to be constructed on each Lot other than the Apartment Lot.

Section 25. "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/Apartment Lot. Each Lot (other than the Apartment Lot) shall be used for Single Family Dwelling Units 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. The Apartment Lot shall be used for Multi-Family Dwelling Units only and for the common social, recreational or other reasonable uses normally incident to such use. 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. No Single-Family Dwelling Unit 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. 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. 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 (and subject to all other terms contained in this Declaration):

(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 adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot;

(c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner or Occupant for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations; and

(d) the right of any Owner to allow its Occupants the use and enjoyment of the Common Lots as long as such use complies with the rules and regulations of the Board and the Restrictions contained in this Declaration.

The Common Lots cannot be mortgaged, conveyed or encumbered without the approval of at least two-thirds (2/3) of all Class A Member votes. 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. Common Driveways. The Owners of Lots 19, 20 and 21, Block 1, as well as their Occupants, shall have a perpetual, non-exclusive easement on, over, across and through the Common Driveway to these Lots for the purpose of vehicular and pedestrian access. This Common Driveway shall also be subject to a Boise City Sewer easement as shown on the Plat. The Association shall be responsible for the maintenance, repair and replacement of this Common Driveway and shall keep this Common Driveway in a neat, clean and well maintained condition. The costs of such maintenance, repair and replacement shall be passed on to the Owners of Lots 19, 20 and 21 in equal shares in the form of Limited Assessments; provided that if such maintenance, repair and/or replacement is caused by a specific Owner, or his or her Occupants, such cost shall be the sole responsibility of such Owner.

The Owners of Lots 30, 31 and 32, Block 1, as well as their Occupants, shall have a perpetual, non-exclusive easement on, over, across and through the Common Driveway to these Lots for the purpose of vehicular and pedestrian access. This Common Driveway shall also be subject to a Boise City Sewer easement as shown on the Plat. The Association shall be responsible for the maintenance, repair and replacement of this Common Driveway and shall keep this Common Driveway in a neat, clean and well maintained condition. The costs of such maintenance, repair and replacement shall be passed on to the Owners of Lots 30, 31 and 32 in equal shares in the form of Limited Assessments; provided that if such maintenance, repair and/or replacement is caused by a specific Owner, or his or her Occupants, such cost shall be the sole responsibility of such Owner.

Notwithstanding anything in this Declaration to the contrary, parking or the storage of any item in or on the Common Driveways is strictly prohibited.

Section 4. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Single-Family 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, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Single-Family Dwelling Unit.

Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the streets.

Home occupations may not be conducted from any Multi-Family Dwelling Unit.

Section 5. Vehicle Storage. Unenclosed areas, which include driveways and all other unenclosed areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their Occupants, provided that such vehicles are parked so as to not interfere with any other Owner's or Occupants' 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 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 6. 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.

Section 7. 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, 1) one sign of not more than five (5) square feet advertising a Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale, and 2) one or more signs approved by the Board, which approval cannot be unreasonably withheld, may be placed on the Apartment Lot advertising vacancies for rent within the Multi-Family Dwelling Units. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of the Property owned by Declarant.

Section 8. 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 or Occupants from having two (2) or less dogs and/or cats (i.e. an Owner or Occupant 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 and Occupants shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 9. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Lots or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or Occupants. 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 Owners or Occupants, 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 Owners or Occupants 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, rule, regulation 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 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 10. 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 without the prior written consent of the 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 judgement. 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 and/or their Occupants, 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 or Occupant 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 11. Outbuildings. All outbuildings shall be pre-approved in writing by the 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 12. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as dog eared cedar, vinyl or wrought iron. Chain link fences are prohibited. Interior fencing adjacent to any Common Lots shall allow visibility from the street or, if solid fencing is used, shall not exceed four feet (4') in height. No fence shall be higher than six feet (6') in height. 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 13. Antennae. Antennae and/or satellite or other dishes shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 14. 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 15. Drainage. Portions of Lots 27, 28 and 29, Block 1, Lots 6 and 7, Block 2 and Lots 2, 7, 8 and 9, Block 3 as shown on the Plat, are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, official records of Ada County, and are incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 of the Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

There shall be no interference with the established drainage pattern over any portion of these Lots, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of these Lots is completed by the Declarant, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from the Common Lots over any other Lot within the Property.

The Association shall be responsible for the maintenance, repair and/or replacement of the storm water drainage system located on the Apartment Lot. Such maintenance, repair and/or replacement shall be done in accordance with that certain Storm Drain Operations and Maintenance Plan for the Dropzone Apartments, a true and correct copy of which is attached hereto as Exhibit D, and made a part hereof ("O&M Plan"). The O&M Plan shall not be revised or otherwise amended without the prior written consent of ACHD. **Any and all costs incurred by the Association associated with the maintenance, repair and/or replacement of the storm water drainage system located on the Apartment Lot shall be passed through to the Apartment Lot Owner in the form of Limited Assessments. All such Limited Assessments due the Association from the Apartment Lot Owner shall be paid within thirty (30) days of receiving an invoice therefore. In the event any such Limited Assessments are not timely paid to the Association, the provisions contained in Article VIII, Section 5 shall apply.**

ACHD shall have the right to inspect any of the aforementioned storm drainage water system and, if necessary, perform any maintenance, repairs or replacements. The cost of any such maintenance, repairs and/or replacements shall be promptly paid by the Association within thirty (30) days of receiving an invoice therefore. In the event any such cost is not timely paid by the Association, ACHD shall be entitled to enforce its collection rights pursuant to all rights and remedies afforded it pursuant to applicable law, including, without limitation, the right to place a lien on the Apartment Lot until such costs are paid in full.

All other Owners, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on his/her/their individual Lot. Such

maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Section 16. Garages. Garages shall be well constructed of good quality material and workmanship. All Single-Family Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.

Section 17. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit(s) and all other Lot Improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit(s) and all other Lot Improvements. **In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to Declarant a penalty of \$100/day for as long as the violation persists. This penalty is applicable to both the construction commencement and construction completion requirements.** Any penalty, or penalties, shall be due and payable within thirty days of receiving an invoice therefore. **This Section shall not be applicable to Declarant or any of its subsidiaries or assigns.**

Section 18. 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 19. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements 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 Architectural Committee.

Section 20. Garbage Pick-Up. Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

Section 21. No Further Subdivision. No Lot may be further subdivided; provided, however, that this Section is not applicable to the Apartment Lot or any Lot owned by Declarant.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by the Nampa Meridian Irrigation District ("District") utilizing a pressurized irrigation system which may include main lines, pumps, sprinkling clocks, service lines, valves, and other facilities located on or near the Property ("Pressurized Irrigation System"). **The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots. By accepting a deed to any portion of the Property, each Owner hereby agrees to pay its proportionate share of Association Assessments and District assessments associated with the operation and maintenance of the Pressurized Irrigation System. In addition, each Owner covenants and agrees to hold the Association and Declarant harmless from any and all liability for damages or injuries to any Person caused by the Pressurized Irrigation System.**

ARTICLE VI: INSURANCE

Section 1. Insurance. The Association may 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 may 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;

(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;

(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 VII: 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 other than the Apartment Lot Owner who shall be entitled to six (6) votes. 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 other than the Apartment Lot whose Owner or Owners shall be entitled to cast no more than six (6) votes.

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned other than the Apartment Lot. If Declarant owns the Apartment Lot, the Declarant shall be entitled to cast six (6) votes associated with this Lot. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VIII: 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 therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot shall pay a one-time "start-up" assessment for use by the Association. This one-time start-up assessment shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All 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 1) operate the Association, 2) promote the recreation, health, safety, and welfare of the residents within the Property and 3) pay for any construction, maintenance, and operation of the Common Lots and Common Driveways.

Section 3. Uniform Rate of Assessment. Regular, Special and start-up Assessments must be fixed at a uniform rate for all Lots other than the Apartment Lot. The Owner of the Apartment Lot shall pay six (6) times the amount of Regular, Special and start-up Assessments levied against the Owners and Lots containing Single-Family Dwelling Units. For example, if the annual Regular Assessment levied against all Owners of Lots containing Single-Family Dwelling Units is \$500, the Owner of the Apartment Lot shall pay an annual Regular Assessment equal to \$3000.

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 \$50.00 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 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 IX: 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 Common Driveways, 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 drainage systems 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 shall not incur any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof of the Class B Member and two-thirds (2/3) of all Class A Member votes 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 Owner of the Apartment Lot agrees to make all of his/her/its Occupants aware of, and abide by, all of the terms and Restrictions contained herein, as well as all rules and regulations adopted by the Board.

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 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 or Occupants 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 X: ARCHITECTURAL COMMITTEE

Section 1. Charter of Architectural Committee. The Association or Declarant is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements. **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. 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 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 3. 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 4. 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 5. 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 XI: 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 (assuming Declarant owns one or more Lots) and the approval of two-thirds (2/3) of all Class A Member votes. In addition, amendments associated with items required by the City of Boise for approval of the Dropzone Subdivision (such as storm drainage requirements and the use, control and maintenance of all Common Lots, storage facilities, recreational facilities or opens spaces) must also receive consent from the City of Boise. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

Section 4. Annexation. Additional residential property and/or Common Lots may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of all Class A Member votes. 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, the Association and all Lot Owners and their successors in interest. **Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.**

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.

Section 8. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner. Such address may be changed from time to time by notice in writing given in compliance with the foregoing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the date first above written.

Declarant:

Corey Barton Homes, Inc.,
an Idaho corporation

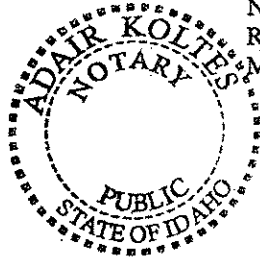
By: 

Corey Barton, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of March, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the President of Corey Barton Homes, Inc., the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

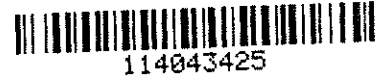
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Adair Koltes
Notary Public for Idaho
Residing at: Nampa, ID
My commission expires: 6-05-16

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 06/04/14 04:06 PM
DEPUTY Che Fowler
RECORDED - REQUEST OF
Corey Barton Homes

AMOUNT 22.00 5



**FIRST AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DROPZONE SUBDIVISION**

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**FIRST AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DROPZONE SUBDIVISION**

This First Amendment and Supplement to the Declaration Of Covenants, Conditions And Restrictions For Dropzone Subdivision (this "First Supplement") is made this 23 day of May, 2014, by Corey Barton Homes, Inc., an Idaho corporation ("Declarant").

ARTICLE I: SUPPLEMENT

Section 1. Amendment. This First Supplement is an amendment to that certain Declaration of Covenants, Conditions and Restrictions for Dropzone Subdivision, dated March 18, 2014, recorded on March 26, 2014 as Ada County, Idaho Instrument Number 114021895 and re-recorded on April 9, 2014 as Ada County, Idaho Instrument Number 114026135 ("Declaration"). This First Supplement supplements, amends and modifies the Declaration as contained herein.

Section 2. Proper Authority to Amend. Pursuant to Article XI, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by the Declarant (assuming it owns one or more Lots within the Property) and the consent of not less than two-thirds (2/3) of the Class A Members. As of the effective date hereof, Declarant owns all Lots within the Property so there are no Class A Members. Accordingly, Declarant has the authority to enter into this First Supplement.

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

Section 4. Declaration In Full Force and Effect. As amended hereby, all terms and Restrictions of the Declaration shall remain in full force and effect.

ARTICLE II: SPECIFIC AMENDMENTS

Section 1. Fences. Article IV, Section 12 of the Declaration (Fences) is hereby amended and restated in its entirety as follows:

"Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may only be vinyl fences. All other fences are prohibited including, without limitation, chain link, wood and wrought iron. Interior fencing adjacent to any Common Lots shall allow visibility from the street or, if solid fencing is used, shall not exceed four feet (4') in height. No fence shall be higher than six feet (6') in height. 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."

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

Section 3. Duration and Applicability to Successors. The terms and Restrictions set forth in this First Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all the Lot Owners, and their successors in interest.

Section 4. Attorneys Fees. In the event it shall become necessary for Declarant, the Association, or any Owner to retain legal counsel to enforce any term or Restriction contained within this First Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

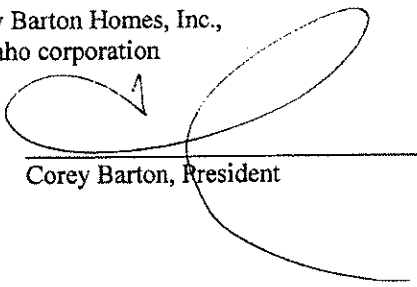
Section 5. Governing Law. This First Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

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

Declarant:

Corey Barton Homes, Inc.,
an Idaho corporation

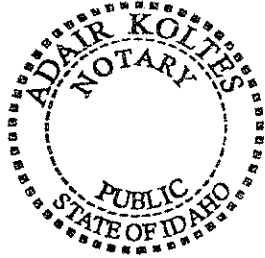
By:


Corey Barton, Resident

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of May, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the President of Corey Barton Homes, Inc., the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Adair Koltjes
Notary Public for Idaho
Residing at: Nampa, ID
My commission expires: 6-05-16