

BA 6590 ACCOMMODATION



**TENTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
TWO RIVERS SUBDIVISION**

THIS TENTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Tenth Supplement") is made on the date hereinafter set forth, by T R Company, LLC, an Idaho limited liability company ("Declarant").

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Tenth Supplement Property", more particularly described as Two Rivers Subdivision No. 10, according to the official plat thereof, recorded on the 3<sup>rd</sup> day of AUGUST, 2004, in Book 89 of Plats, pages 10370 through 10373 as Instrument No. 104104204, records of Ada County, Idaho; and

WHEREAS, Declarant has heretofore filed that certain Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter the "Master Declaration"), which Master Declaration was recorded on July 25, 2000 as Instrument No. 100058217, records of Ada County, Idaho; and

WHEREAS, Declarant has heretofore filed that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter the "First Amendment"), which First Amendment was recorded on August 24, 2001 as Instrument No. 101087062, records of Ada County, Idaho; and

WHEREAS, Declarant has heretofore filed that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter the "Second Amendment"), which Second Amendment was recorded on November 1, 2001, as Instrument No. 101114988, records of Ada County, Idaho; and

WHEREAS, Declarant has heretofore filed that certain Third Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter "Third Supplement"), which Third Supplement was recorded on November 1, 2001, as Instrument No. 101114989, records of Ada County, Idaho; and

WHEREAS, the Master Declaration, the First Amendment, the Second Amendment and the Third Supplement shall hereinafter be referred to as the "Original Covenants"; and

WHEREAS, the Master Declaration provided for the recordation of Supplemental Declarations setting forth more specific and/or additional covenants, conditions and restrictions to be applicable to portions of the Properties described therein; and

NOW, THEREFORE, Declarant hereby declares that the Tenth Supplement Property shall be held, sold, conveyed and subject to the Original Covenants, which Original Covenants are hereby incorporated by reference as if fully set forth herein except in so far as the covenants, conditions and restrictions of the Original Covenants are hereinafter supplemented or modified.

1. Common Area: In addition to the Common Area described in the Third Supplement, the Common Area to be owned by The Point at Two Rivers Homeowners Association, Inc is described as follows:

Lots 26, 27, 45, 46, 47, 53, 56, and 57, Block 31, Two Rivers Subdivision No. 10, according to the official plat thereof.

2. Ada County Highway District Storm Water and Drainage Easement: In addition to the storm water, drainage, overflow and retention easement granted to the Ada County Highway District in the original Covenants, the Ada County Highway District is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lots 27 and 53, Block 31, Two Rivers Subdivision No. 10. The easements granted in this paragraph shall be, in all respects, governed by the provisions of Article VI of the Master Declaration.

3. Private Streets: In addition to the private streets designated in Article V of the Third Supplement, Lot 45, Block 31 Two Rivers Subdivision No. 10, is hereby designated as a private street to be owned and operated by the Association (as defined in the Third Supplement) as a part of its Common Area, subject in all respects to the provisions contained in Article V of the Third Supplement. It is Declarant's intent that the Lots in the Third Supplement Property and the Lots in the Tenth Supplement Property shall have the perpetual right of ingress and egress over and across all of the private streets designated herein and in the Third Supplement.

4. Building Restrictions: The building restrictions applicable to the Tenth Supplement Property shall be as set forth in Article XII of the Master Declaration and Article VIII of the Third Supplement, specifically including but not limited to the provisions regarding building elevations, grading and drainage, except that each Dwelling Unit shall contain a minimum of 4000 square feet of interior living space (excluding the garage).

5. Waterways: Declarant hereby reserves for the benefit of the Association and the Master Association a permanent easement over and across the Storm Water Pond Easement areas as depicted on the plat of Two Rivers Subdivision No. 10 for the purpose of the repair, maintenance and operation of Waterways to be constructed thereon by Declarant and owned and operated by the Association and Master Association as more fully set forth in the Third Supplement. No Owner shall be permitted to make any modification to the said Waterways or construct or install any improvements of any nature or type whatsoever in the Easement Areas reserved hereby without the express written consent of the Master Association, the Association, and The Pointe at Two Rivers Architectural Control Committee.

6. The covenants, conditions and restrictions contained in this Tenth Supplement are in addition to those covenants, conditions and restrictions contained in the Original Covenants, except insofar as the covenants, conditions and restrictions contained therein are herein modified. It is specifically intended that all provisions of the Original Covenants not inconsistent herewith be by this reference incorporated herein as if set forth in full. The provisions set forth in this Tenth Supplement shall, however, control and prevail over any conflicting provisions contained in the Original Covenants.

IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto subscribed this 9<sup>th</sup> day of September, 2004.

DECLARANT:

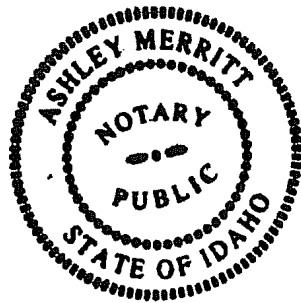
T R COMPANY, LLC

By: Dennis M. Baker  
Dennis M. Baker, Manager

STATE OF IDAHO )  
  : ss.  
County of Ada        )

On this 9<sup>th</sup> day of September, 2004, before me, a notary public, personally appeared Dennis M. Baker, known or identified to me to be the Manager, of T R Company, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within 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.



Ashley Merritt  
NOTARY PUBLIC, State of Idaho  
Residing at Meridian  
My Commission Expires: 8/10