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FIRST SUPPLEMENT TO THE MASTER DECLARATION OF ~~100058218~~ 100058218

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CONDITIONS AND RESTRICTIONS OF

TWO RIVERS SUBDIVISION

THIS FIRST SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "First 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 "First Supplement Property", more particularly described Two Rivers Subdivision No. 1, according to the official plat thereof, recorded on the 30th day of June 2000, in Book 80 of Plats, pages 8661 through 8665, as Instrument No. 100051264, 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 71250000 as Instrument No. 100058217, records of Ada County, Idaho; 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;

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

1. Common Area: The Common Area to be owned by the Master Association is described as follows:

- Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lots 1 and 24 Block 5; Lot 1, Block 6; Lot 1, Block 7; Lots 1 and 2, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lots 1 and 26, Block 13; Lot 1, Block 14; Lot 1, Block 16; Lot 1, Block 17; Lot 1, Block 18; and Lot 1, Block 19, Two Rivers Subdivision No. 1, according to the Official Plat thereof.

2. Pathway: The pathway to be constructed by Declarant in Lot 1, Block 5 and Lot 1, Block 11, Two Rivers Subdivision No. 1 shall be owned, operated and maintained by the Master Association in accordance with the provisions of Article VIII of the Master Declaration. More specifically, Declarant hereby declares that public access to, over and across the said pathway shall not be prevented at any time and that members of the public shall have a perpetual easement for the use and enjoyment of the pathway for so long as the said pathway shall be owned by the Master Association or its successors.

3. Building Restrictions: The building restrictions applicable to the First Supplemental Property shall be as follows:

A. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 1800 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two story, the first floor thereof must contain a minimum of 1000 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

B. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	7.5' side yard; 20' front yard; and 25' rear yard
Two Story	10' side yard; 20' front yard; and 25' rear yard
Transitional	7.5' single story side yard; 10' two story side yard; 20' front yard; 25' rear yard

In no event, however, may improvements be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

C. Construction Requirements: Each Dwelling Unit shall have wood, masonite, or concrete composition true-lap siding

(with 6" to 8" true lap) or a combination of such siding, brick, stone, manufactured or synthetic stone or stucco. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of shingles, tile or celotex laminate shingles (of such colors and specifications as may be approved by the Architectural Control Committee) with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee.

- D. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed the following landscaping improvements:
- (i) in the front yard thereof a rolled sod lawn, at least two (2) conifer trees a minimum of eight feet (8') in height or deciduous trees a minimum of two one-half inches (2 ½") caliper and twelve (12) shrubs or bushes, a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least one (1) conifer tree, a minimum of eight feet (8') in height or deciduous tree, a minimum of two one-half inches (2 ½") caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; (iii) in the street side yard of a corner lot a rolled sod lawn, at least one (1) conifer tree, a minimum of eight feet (8') in height or deciduous tree a minimum of two one-half inches (2 ½") caliper and twelve (12) bushes or shrubs a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the square footage of the area contained in the street side yard; and (iv) in the planter strip located

between the sidewalk and curb adjacent to each Lot, such species, size and number of trees and in such locations as may be required by the Architectural Control Committee. A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A landscape plan showing the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work.


E. Fences: No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of wrought iron, or vegetation, not exceeding the height of five feet (5'), the design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

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

IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto subscribed this ~~20th~~ day of July 2000.

DECLARANT:

T R COMPANY, LLC

BY   
Dennis M. Baker, Manager

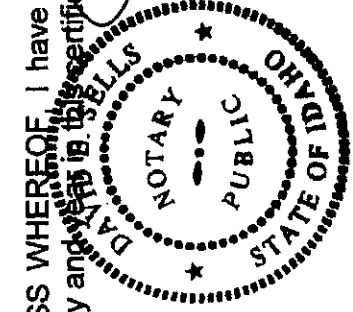
STATE OF IDAHO )

: ss.

County of Ada )

On this 25<sup>th</sup> day of July 2000, 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 first above written.



*[Signature]*  
NOTARY PUBLIC, State of Idaho

Residing at *Meridian, Id.*

My Commission Expires: *11-28-2005*

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

THIS SECOND SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "First 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 "Second Supplement Property", more particularly described as Two Rivers Subdivision No. 2, according to the official plat thereof, recorded on the 6th day of August 2001, in Book 82 of Plats, pages 8972 through 8976, as Instrument No. 101079495, 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 file that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter the "Amendment"), which Amendment was recorded on August 24, 2001 as Instrument No. 101087062, records of Ada County, Idaho; 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

WHEREAS, Declarant has heretofore filed that certain First Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter the "First Supplement"), which First Supplement was recorded on July 25, 2000 as Instrument No. 100058218, records of Ada County, Idaho.

NOW, THEREFORE, Declarant hereby declares that the Second Supplement Property shall be held, sold, conveyed and subject to the Master Declaration and First Supplement, which Master Declaration and First Supplement are hereby incorporated by reference as if fully set forth herein

SECOND SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TWO RIVERS SUBDIVISION, Page 1

except in so far as the covenants, conditions and restrictions of the Master Declaration and First Supplement are hereinafter supplemented or modified.

1. Common Area: In addition to the Common Area described in the First Supplement, the Common Area to be owned by the Master Association is described as follows:

Lot 25, Block 5; Lots 2 and 15, Block 19; Lot 3, Block 20; Lots 1, Blocks 21, 22, 23 and 25; Lots 1, 2, 16 and 19, Block 24, Two Rivers Subdivision No. 2, according to the Official Plat thereof.

2. Pathway: The pathway to be constructed by Declarant in Lot 3, Block 20 and Lot 16, Block 24, Two Rivers Subdivision No. 2 shall be owned, operated and maintained by the Master Association in accordance with the provisions of Article VIII of the Master Declaration. More specifically, Declarant hereby declares that public access to, over and across the said pathway shall not be prevented at any time and that members of the public shall have a perpetual easement for the use and enjoyment of the pathway for so long as the said pathway shall be owned by the Master Association or its successors.

3. 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 Article VI, Section 1 of the Master Declaration, the Ada County Highway District is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 15, Block 19; Lot 3, Block 20; Lot 1, Block 20; Lot 1, Block 22; and Lots 1, 2 and 16, Block 24. The easements granted in this paragraph shall be, in all respects, governed by the provisions of Article VI of the Master Declaration.

4. Building Restrictions: The building restrictions applicable to the Second Supplemental Property shall be as follows:

- A. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 2400 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two story, the first floor thereof must contain a minimum of 1400 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

B. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	7.5' side yard; 30' front yard; and 30' rear yard
Two Story	12.5' side yard; 30' front yard; and 30' rear yard
Transitional	7.5' single story side yard; 12.5' two story side yard; 30' front yard; 30' rear yard

In no event, however, may improvements be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

C. Construction Requirements: Each Dwelling Unit shall have wood, masonry, or concrete composition true-lap siding (with 6" to 8" true lap) or a combination of such siding, brick, stone, manufactured or synthetic stone or stucco. Each Dwelling Unit must have extensive brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of cedar shakes, Celotex Presidential 40 year shingles, or tile (of such colors and specifications as may be approved by the Architectural Control Committee) with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee.

D. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot



shall have installed the following landscaping improvements:

(i) in the front yard thereof a rolled sod lawn, at least two (2) conifer trees a minimum of eight feet (8') in height and two (2) deciduous trees a minimum of two one-half inches (2 ½") caliper and twelve (12) shrubs or bushes, a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least one (1) conifer tree, a minimum of eight feet (8') in height and one (1) deciduous tree, a minimum of two one-half inches (2 ½") caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; (iii) in the street side yard of a corner lot a rolled sod lawn, at least one (1) conifer tree, a minimum of eight feet (8') in height or one (1) deciduous tree a minimum of two one-half inches (2 ½") caliper and twelve (12) bushes or shrubs a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the square footage of the area contained in the street side yard; and (iv) in the planter strip located between the sidewalk and curb adjacent to each Lot, such species, size and number of trees and in such locations as may be required by the Architectural Control Committee. A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A landscape plan showing the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work.

E. Fences: No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of wrought iron, or vegetation, not exceeding the height of five feet (5'), the design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

5. The covenants, conditions and restrictions contained in this Second Supplement are in addition to those covenants, conditions and restrictions

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

IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto subscribed this 24 day of August, 2001.

DECLARANT:

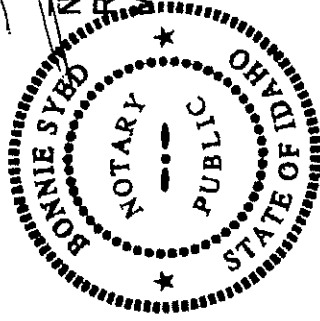
TR COMPANY, LLC

By *Dennis M. Baker*  
Dennis M. Baker, Manager

STATE OF IDAHO )  
                          ) : ss.  
County of Ada )

On this 24<sup>th</sup> day of August, 2001, 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.



ACCOMMODATION

DA 4983

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
TRUSTEES

RECORDED - REQUEST OF

FEE 51.00 DEPUTY Maple

2001 NO - 1 PM 2:45

101114989

PIONEER TITLE

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

THIS THIRD SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "First 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 "Third Supplement Property", more particularly described as Two Rivers Subdivision No. 3, according to the official plat thereof, recorded on the 27th day of August 2001, in Book 82 of Plats, pages 8979 through 8981, as Instrument No. 101880094, 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 "Amendment"), which Amendment was recorded on August 24, 2001 as Instrument No. 101087063, 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 11-1-01 as Instrument No. 101114988, records of Ada County, Idaho; and

WHEREAS, the Amendment and Second Amendment shall hereinafter be referred to as the "Amendments"; and

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

NOW, THEREFORE, Declarant hereby declares that the Third Supplement Property shall be held, sold, conveyed and subject to the Master Declaration and Amendments, which Master Declaration and Amendments are hereby incorporated by reference as if fully set forth herein except in so far as the covenants, conditions and restrictions of the Master Declaration and Amendments are hereinafter supplemented or modified. It is the intention of the Declarant that the provisions of the Master Declaration, the Amendments and this Third Supplement be read together, as a whole so that the provisions of the Master Declaration, the Amendments and this Third Supplement shall, to the maximum extent possible, both be applicable to the Third Supplement property except to the extent the provisions of this Third Supplement shall specifically modify or supercede the provisions of the Master Declaration and Amendments. By way of example but not by limitation, the Owners of Lots in the Third Supplement Property shall be members of both the Two Rivers Subdivision Homeowners Association, Inc. (the "Master Association") and The Pointe at Two Rivers Homeowners Association, Inc. (the "Association"), shall be entitled to all rights and benefits and subject to all obligations and duties of membership in each and shall be subject to the assessments of each. Any provision of the Master Declaration and Amendments not specifically amended, modified, superseded, terminated or otherwise addressed in this Third Supplement shall be fully applicable to the Third Supplement property as if repeated herein in full.

#### ARTICLE I: DEFINITIONS

As used in this Third Supplement, the following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to The Pointe at Two Rivers Homeowners Association, Inc., a Local Association as defined in the Master Declaration.

Section 2. "THIRD SUPPLEMENT PROPERTY" shall mean and refer to that certain real property hereinabove described.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon (including private streets, drives, parking areas, recreational facilities and waterways) owned by the Association for the common use and

enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Lots 7, 15, 16 and 17, Block 20 and Lot 1, Block 26, Two Rivers Subdivision No. 3 according to the official plat thereof.

Section 4. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Third Supplement Property, with the exception of the Common Areas.

Section 5. "MASTER ASSOCIATION" shall mean and refer to Two Rivers Homeowner's Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 6. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Third Supplement Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "DECLARANT" shall mean and refer to T R Company, LLC, an Idaho limited liability company, its successors and, subject to the provisions of Article XII, Section 2, its assigns.

Section 8. "MASTER DECLARATION" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions applicable to the Properties or any portion thereof recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 9. "THIRD SUPPLEMENT" shall mean this Third Supplement to the Master Declaration.

Section 10. "WATERWAY" or "WATERWAYS" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, the banks thereof and adjacent landscaping, including pumps, pipes and other conveyancing apparatus used in connection therewith which is located on the Third Supplement Property and which is included within or managed as Common Area.

Section 17. "PLAT" shall mean any subdivision plat covering any portion of the Third Supplement Property as recorded at the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

ARTICLE II: PROPERTY RIGHTS: RESERVATION OF WATER RIGHTS

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of the Association to charge reasonable maintenance and other fees for the use and maintenance of any landscaping improvement or recreational facility situated upon the Common Area.
- B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- C. The right of the Association to limit the number of members permitted to use the Common Area.
- D. The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or otherwise controlled by an Association, including, particularly, the right to charge a special use fee for members who desire exclusive short-term use of such facility and who are willing to pay a special fee or assessment for such use.
- E. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding the Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- F. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the

votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

G. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times and reasonable regulations and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Directors of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

ARTICLE III: THE POINTE AT TWO RIVERS HOMEOWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or Lots in The Pointe at Two Rivers Properties.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On July 1, 2011.

Section 3. Assessments:

A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

1. Regular annual or other regular periodic assessments or charges; and
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

- B. Purpose of Assessments: The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Third Supplement Property, for the operation, maintenance, repair and improvement of the Common Areas and facilities located thereon, including, but not limited to the private streets, for the creation of a reserve fund for future repair or replacement of the private streets and other Common Area improvements, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Third Supplement or in the Bylaws of the Association, and for



any other purpose reasonably authorized by the directors of the Association.

C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$1,140.00. Thereafter, the Board of Directors of the Association shall fix the annual assessment in such amount as may reasonably be required for the purposes set forth herein; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.

D. Initiation Assessment: Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of \$1,000.00.

E. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.

F. Notice and Quorum for Any Action Authorized Under Section 3E: Written notice of any meeting called for the purpose of taking any action authorized under Section 3E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots.

H. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified 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.

I. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

J. 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.

K. Exempt Property: The following property, subject to this Third Supplement, shall be exempt from the assessments created herein:

1. All property expressly dedicated to and accepted by a local public authority;
2. The Common Area;
3. All other properties owned by the Declarant or an Association; and

4. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

ARTICLE IV: STORM WATER DRAINAGE AND RETENTION SYSTEM

Section 1. 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 Article VI, Section 1 of the Master Declaration and Section 1 of the Second Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision, the Ada County Highway District is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over the ACHD Storm Drain Easements as depicted on the Plat, which said easements generally consist of 140 feet of the rear of Lots 19 through 25, Block 20, Two Rivers Subdivision No. 3 and 80 feet at the rear of Lots 8 through 12, Block 20, Two Rivers Subdivision.

Section 2. Operation and Maintenance of Storm Water Drainage and Retention System: The operation and maintenance of the storm water drainage and retention system shall be as set forth in the Master Declaration, provided, however, that the Association (and not the Master Association) shall be responsible for maintenance of all landscaping improvements within the easement areas including, but not limited to, mowing, trimming, fertilizing and irrigating. Except as specifically set forth herein, the provisions of Article VI of the Master Declaration shall be applicable to the easement areas described in this Article IV.

ARTICLE V: PRIVATE STREETS:

Access to each Lot is provided by a system of private streets to be constructed by Declarant and owned and operated by the Association as a part of the Common Area. Said private streets are designated on the plat as Lot 15, Block 20, Two Rivers Subdivision No. 3, according to the official plat thereof, which Lot is dedicated and restricted to the perpetual and indefeasible right of ingress and egress over and across said Lot for the exclusive use and benefit of the Owners and residents of Lots 8 through 14 and 18 through 25, Block 20, Two Rivers Subdivision No. 3 and their guests and invitees. The perpetual right of ingress and egress over and upon said Lot 15, Block 20, Two Rivers Subdivision No. 3, according to the official plat thereof may not be terminated or extinguished without the written consent of all Owners, the Association, and any and all parties having any interest in the Third Supplement Property.

ARTICLE VI: EASEMENTS

Section 1. Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways,

public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

Section 2. Easement for Ingress and Egress: Declarant reserves the right to grant an easement for ingress and egress across Lot 15, Block 20 and the northerly 35 feet of Lot 25, Block 20, Two Rivers Subdivision No. 3 for the benefit of the Owners of that certain real property described on Exhibit A (the "Benefited Property") attached hereto which said easement shall be for the limited purpose of ingress and egress of pedestrian and vehicular traffic and such other uses as are ordinarily and necessarily associated with a maximum of three single family residential dwellings only, and no others. At such time as any Owner of the Benefited Property, or any portion thereof, shall commence use of the easement contemplated herein, such Owner, and the portion of the Benefited Property owned by such Owner, shall be subject to the provisions of Article III, Section 3 of this Third Supplement.

#### ARTICLE VII: MAINTENANCE RESPONSIBILITY

The Association shall provide maintenance to and be responsible for the Common Areas and any improvements thereon, including the private streets, streetlights, security gates, drainage facilities related to said private streets, and any landscaping improvements. In furtherance thereof, the Association shall create and maintain a reserve fund for the purpose of the maintenance and repair of the private streets and related drainage facilities. The covenants contained in this Article VII may not be modified without the express consent of the City of Eagle. Except as expressly set forth herein, the provisions of Article X of the Master Declaration shall remain in full force and effect.

#### ARTICLE VIII: BUILDING RESTRICTIONS

The provisions of Article XII, Sections 1 through 5 of the Master Declaration, shall be amended to read as follows with respect to the Third Supplement property:

Section 1. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 3000 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two story, the first floor thereof must contain a minimum of 2000 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

Section 2. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level

7.5' side yard; 30' front yard; and  
30' rear yard

Two Story

12.5' side yard; 30' front yard;  
and 30' rear yard

Transitional

7.5' single story side yard; 12.5'  
two story side yard; 30' front  
yard; 30' rear yard

In order to protect and preserve view corridors on the lakes and ponds, minimum setbacks shall be required from the ordinary high water mark of any pond or lake to be established by the Architectural Control Committee, on a case by case basis, at the time of plan review for each Dwelling pursuant to the provisions of Article IX, below, and no improvements may be constructed or maintained within the minimum setback so established. No improvements may be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

Section 3. Construction Requirements: Each Dwelling Unit shall have wood siding (redwood, cedar or spruce, which may be painted or stained) or a combination of wood, stone, masonry or masonry true-lap siding with a reveal of 8", 6" or 4". Each Dwelling Unit must have extensive exterior brick, stone or stucco on the front elevation with the front corners wrapped to the next building corner (angle point). Decorative wood applications may serve as alternatives to brick, stone, or stucco on the front elevation as may be approved by the Architectural Control Committee. All roofs shall be comprised of cedar shakes, tile, ornamental copper or such other materials as may be approved by the Architectural Control Committee and shall be of such colors and specifications as may be approved by the Architectural Control Committee. All roofs shall include hips, dormers and/or gutters in order to present heightened architectural features and shall be a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least three (3) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee. All driveways shall include a decorative application (for example, brick or stone pavers, washed gravel or stamped concrete) at the entrance from the private street and over a minimum of twenty percent (20%) of the finished surface area. Side entry garages and recessed garage doors are preferred, such that the

garage doors are not the predominant feature of the front elevation of the Dwelling Unit. The interior finish of all garages shall be taped, sanded and painted.

**Section 4. Landscaping:** Within thirty (30) days after substantial completion or occupancy of the Dwelling Unit located thereon, whichever is earlier, each Lot shall be fully landscaped in accordance with a landscape plan submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work, which landscape plan shall show, in addition to any other information requested or required by the Architectural Control Committee, the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways. In addition to the foregoing, each Lot shall have fully automatic underground sprinklers in the front, rear and side yard and all turf area shall be comprised of rolled sod. The cost of the front yard landscaping shall be a minimum of five percent (5%) of the gross value of the Dwelling Unit.

**Section 5. Fences:** No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of wrought iron, or vegetation, not exceeding the height of five feet (5'), the design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

#### ARTICLE IX: ARCHITECTURAL CONTROL

**Section 1. The Pointe at Two Rivers Architectural Control Committee:** In order to protect the quality and value of the homes built on the Third Supplement Property, and for the continued protection of the Owners thereof, a Local Architectural Control Committee, to be known as The Pointe at Two Rivers Architectural Control Committee, is hereby established pursuant to Article XIII, Section 11 of the Master Declaration, consisting of three or more members to be appointed by the Declarant for so long as Declarant owns any Lot, part, parcel or portion of the Third Supplement Property. Thereafter, the members of The Pointe at Two Rivers Architectural Control Committee are to be appointed by the Board of Directors of the Association at each annual meeting of the Board.

**Section 2. Approvals Required:** No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other portion of the Third Supplement Property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as The Pointe at Two Rivers Architectural Control Committee may require, shall have been submitted to and approved in writing by The Pointe at Two Rivers Architectural Control Committee as to harmony of

external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Third Supplement and the Master Declaration. Thus, all proposals, plans and specifications for improvements shall not require the approval of the Architectural Control Committee of the Master Association. Except as specifically modified herein each provision of Article XIII of the Master Declaration shall apply with respect to the powers, duties, and obligations of The Pointe at Two Rivers Architectural Control Committee as if the same were set forth herein in full.

#### ARTICLE X: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

- A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- B. A comprehensive policy of public liability insurance covering all of the Common Areas, commercial spaces and public ways in the Third Supplement Property. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Third Supplement Property contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of The Pointe at Two Rivers Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of Association in such amount as may be reasonable in the premises.
- B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
- C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
- D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

#### ARTICLE XI: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any abutting, adjoining or contiguous real property, into The Pointe at Two Rivers (the "Project") by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the Project created by this Third Supplement, pursuant to the provisions of this Article.



Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Third Supplement and the Master Declaration shall apply to the added land in the same manner as if it were originally covered by this Third Supplement and originally constituted a portion of the Project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Third Supplement with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Third Supplement.

**Section 2. Procedure for Annexation:** Any of the above-described real property may be annexed into the Project by the recording of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Third Supplement, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Third Supplement is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Third Supplement shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Third Supplement.

#### ARTICLE XII: GENERAL PROVISIONS

**Section 1. Amendment:** The covenants and restrictions of this Third Supplement shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Third Supplement or the Master Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date the Master Declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Third

Supplement, except the easements herein granted, may be amended by an instrument signed by members of the Association entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.


Section 2. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

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

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 15<sup>th</sup> day of October, 2001.

DECLARANT:

T R Company, LLC

By   
Dennis M. Baker, Manager

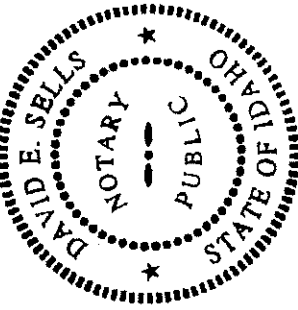
STATE OF IDAHO )

: ss.

County of Ada )

On this 31st day of October 2001, 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.



NOTARY PUBLIC, State of Idaho

Residing at Minden, Id

My Commission Expires: 10-28-05

DA 5443

RECORDED - REQUEST OF

ADA COUNTY RECORDER  
J. DAVID HAVARRO  
BOISE, IDAHO

FEE 150 DEPUTY Wood

ACCOMMODATION

2002 JUL 29 PM 4:02

102085216

**PIONEER**

FOURTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS OF

TWO RIVERS SUBDIVISION

THIS FOURTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Fourth Supplement") is made on the date hereinafter set forth, by TR 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 "Fourth Supplement Property", more particularly described as Two Rivers Subdivision No. 4, according to the official plat thereof, recorded on the 16<sup>th</sup> day of July, 2002, in Book 34 of Plats, pages 9314 through 9315, as Instrument No. 102079543, 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 Mater 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, the Master Declaration, the First Amendment and the Second Amendment 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

WHEREAS, Declarant has heretofore filed that certain First Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter the "First Supplement"), which First Supplement was recorded on July 25, 2000 as Instrument No. 100058218, records of Ada County, Idaho.

NOW, THEREFORE, Declarant hereby declares that the Fourth Supplement Property shall be held, sold, conveyed and subject to the Original Covenants and First Supplement, which Original Covenants and First Supplement 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 and First Supplement are hereinafter supplemented or modified.

1. Common Area: In addition to the Common Area described in previous Supplements, the Common Area to be owned by the Master Association is described as follows:

Lot 33, Block 11 and Lot 14, Block 12, Two Rivers Subdivision No. 4, 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 Article VI, Section 1 of the Master Declaration, the Ada County Highway District is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 14, Block 12. The easements granted in this paragraph shall be, in all respects, governed by the provisions of Article VI of the Master Declaration.

3. Building Restrictions: The building restrictions applicable to the Fourth Supplemental Property shall be as follows:

- A. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 1800 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two stories, the first floor thereof must contain a minimum of 1000 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

B. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	7.5' side yard; 20' front yard; and 25' rear yard
Two Story	10' side yard; 20' front yard; and 25' rear yard
Transitional	7.5' single story side yard; 10' two story side yard; 20' front yard; 25' rear yard

In no event, however, may improvements be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

C. Construction Requirements: Each Dwelling Unit shall have wood, masonry, or concrete composition true-lap siding (with 6" to 8" true lap) or a combination of such siding, brick, stone, manufactured or synthetic stone or stucco. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of shingles, tile or celotex laminate shingles (of such colors and specifications as may be approved by the Architectural Control Committee) with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee.

D. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed the following landscaping improvements: (i) in the front yard thereof a rolled sod lawn, at least two (2) conifer trees a minimum of eight feet (8') in height or deciduous trees a minimum of two one-half inches (2 ½") caliper and twelve (12) shrubs or bushes, a minimum of two (2) gallon in size planted in planter beds

consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least one (1) conifer tree, a minimum of eight feet (8') in height or deciduous tree, a minimum of two one-half inches (2 1/2") caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; (iii) in the street side yard of a corner lot a rolled sod lawn, at least one (1) conifer tree, a minimum of eight feet (8') in height or deciduous tree a minimum of two one-half inches (2 1/2") caliper and twelve (12) bushes or shrubs a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the square footage of the area contained in the street side yard; and (iv) in the planter strip located between the sidewalk and curb adjacent to each Lot, such species, size and number of trees and in such locations as may be required by the Architectural Control Committee. A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A landscape plan showing the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work.

E. **Fences:** No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of wrought iron, or vegetation, not exceeding the height of five feet (5'), the design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

4. Article XII, Section 7 is hereby amended in its entirety to read as follows:

**Section 7. Building Elevations:** All Dwelling Units shall be designed and constructed so that the finished floor elevation of the interior living area of such Dwelling Unit is at least two feet above the 100 year floodplain level of the Boise River or at such other elevation as is specified by the Federal Emergency Management Act or the City of Eagle, Idaho. In addition to the foregoing, all Dwelling Units shall be constructed on a foundation which is a minimum of twenty-four (24) inches and a maximum of thirty (30) inches above the elevation of the back of the sidewalk adjacent to

the Lot upon which the Dwelling Unit is constructed, unless otherwise approved in writing by the Architectural Control Committee.

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

IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto subscribed this 26 day of July 2002.

DECLARANT:

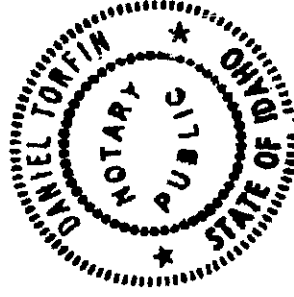
TR COMPANY, LLC

By Dennis M. Baker  
Dennis M. Baker, Manager

STATE OF IDAHO )  
: ss.  
County of Ada )

On this 26th day of July 2002, 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.



Daniel Torfin  
NOTARY PUBLIC, State of Idaho  
Residing at 2411 1st St  
My Commission Expires: 12-19-03



ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 01/06/03 11:51 AM  
DEPUTY Bonnie Oberbiling  
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FIFTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
TWO RIVERS SUBDIVISION

THIS FIFTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Fifth Supplement") is made on the date hereinafter set forth, by TR 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 "Fifth Supplement Property", more particularly described as Two Rivers Subdivision No. 5, according to the official plat thereof, recorded on the 13<sup>th</sup> day of DECEMBER 2002, in Book 25 of Plats, pages 9522 through 9524, as Instrument No. 10214949, 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 Mater 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, the Master Declaration, the First Amendment and the Second Amendment shall hereinafter be referred to as the "Original Covenants"; and

FIFTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TWO RIVERS SUBDIVISION, Page 1

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 Fifth 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 and First Supplement are hereinafter supplemented or modified.

1. Common Area: In addition to the Common Area described in previous Supplements, the Common Area to be owned by the Master Association is described as follows:

Lots 23, 28 and 37, Block 19, Lot 7, Block 27, Lot 1, Block 28, Lot 1, Block 29, Lot 1, Block 30, Lot 1, Block 31 and Lot 1, Block 32, Two Rivers Subdivision No. 5, 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 Article VI, Section 1 of the Master Declaration, the Ada County Highway District is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 27, Block 7. The easements granted in this paragraph shall be, in all respects, governed by the provisions of Article VI of the Master Declaration.

3. Building Restrictions: The building restrictions applicable to the Fifth Supplement Property shall be as follows:

A. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 2400 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two stories, the first floor thereof must contain a minimum of 1400 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

B. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level                      7.5' side yard; 30' front yard; 30' rear yard; and 20' street side yard

Two Story

12.5' side yard; 30' front yard; 30' rear yard; and 20' street side yard

Transitional

7.5' single story side yard; 12.5' two story side yard; 30' front yard; 30' rear yard; and 20' street side yard

In no event, however, may improvements be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

C.

Construction Requirements: Each Dwelling Unit shall have wood, masonry, or concrete composition true-lap siding (with 6" to 8" true lap) or a combination of such siding, brick, stone, manufactured or synthetic stone or stucco. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of cedar shakes, tile or Celotex Presidential 40-year shingles, also known as Certainteed Presidential 50-year shingles, (of such colors and specifications as may be approved by the Architectural Control Committee) with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee.

D.

Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed the following landscaping improvements: (i) in the front yard thereof a rolled sod lawn, at least two (2) conifer trees a minimum of eight feet (8') in height and two (2) deciduous trees a minimum of two one-half inches (2 1/2") caliper and twelve (12) shrubs or bushes, a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least one (1) conifer tree, a minimum of eight feet (8') in height and one (1) deciduous tree, a minimum of

two one-half inches (2 ½") caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; (iii) in the street side yard of a corner lot a rolled sod lawn, at least one (1) conifer tree, a minimum of eight feet (8') in height or deciduous tree a minimum of two one-half inches (2 ½") caliper and twelve (12) bushes or shrubs a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the square footage of the area contained in the street side yard; and (iv) in the planter strip located between the sidewalk and curb adjacent to each Lot, such species, size and number of trees and in such locations as may be required by the Architectural Control Committee. A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A landscape plan showing the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work.

E. Fences: No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of wrought iron, or vegetation, not exceeding the height of five feet (5'), the design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

4. Article XII, Section 7 is hereby amended in its entirety to read as follows:

Section 7. Building Elevations: All Dwelling Units shall be designed and constructed so that the finished floor elevation of the interior living area of such Dwelling Unit is at least two feet above the 100 year floodplain level of the Boise River or at such other elevation as is specified by the Federal Emergency Management Act or the City of Eagle, Idaho. In addition to the foregoing, all Dwelling Units shall be constructed on a foundation which is a minimum of twenty-four (24) inches and a maximum of thirty (30) inches above the elevation of the back of the sidewalk adjacent to the Lot upon which the Dwelling Unit is constructed, unless otherwise approved in writing by the Architectural Control Committee.

5. The covenants, conditions and restrictions contained in this Fifth 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 Fifth 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 6<sup>th</sup> day of JANUARY 2002.

DECLARANT:

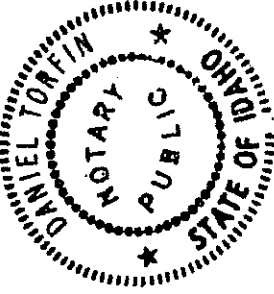
T R COMPANY, LLC

By [Signature]  
Dennis M. Baker, Manager

STATE OF IDAHO )  
                          ) : ss.  
County of Ada )

On this 6<sup>th</sup> day of JANUARY 2002, 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.



[Signature]  
NOTARY PUBLIC, State of Idaho  
Residing at [Address]  
My Commission Expires: 12/19/03

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

THIS SIXTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Sixth 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 "Sixth Supplement Property", more particularly described as Two Rivers Subdivision No. 6, according to the official plat thereof, recorded on the 27<sup>th</sup> day of OCTOBER, 2003, in Book 87 of Plats, pages 9119 through 9123, as Instrument No. 10318217-1, 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 "Amendment"), which 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, the Amendment and Second Amendment shall hereinafter be referred to as the "Amendments"; 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.

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

SIXTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF TWO RIVERS SUBDIVISION, Page 1  
November 11, 2003

ADA COUNTY RECORDER, DAVID NAVARRO  
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DEPUTY BONNIE OBERLING  
RECORDED - REQUEST OF  
TIGHEB  
AMOUNT 45.00



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modified. It is the intention of the Declarant that the provisions of the Master Declaration, the Amendments and this Sixth Supplement be read together, as a whole so that the provisions of the Master Declaration, the Amendments and this Sixth Supplement shall, to the maximum extent possible, both be applicable to the Sixth Supplement Property except to the extent the provisions of this Sixth Supplement shall specifically modify or supercede the provisions of the Master Declaration and Amendments. By way of example but not by limitation, the Owners of Lots in the Sixth Supplement Property shall be members of both the Two Rivers Subdivision Homeowners Association, Inc. (the "Master Association") and The Streams at Two Rivers Homeowners Association, Inc. (the "Association"), shall be entitled to all rights and benefits and subject to all obligations and duties of membership in each and shall be subject to the assessments of each. Any provision of the Master Declaration and Amendments not specifically amended, modified, superceded, terminated or otherwise addressed in this Sixth Supplement shall be fully applicable to the Sixth Supplement property as if repeated herein in full.

#### ARTICLE I: DEFINITIONS

As used in this Sixth Supplement, the following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to The Streams at Two Rivers Homeowners Association, Inc., a Local Association as defined in the Master Declaration.

Section 2. "SIXTH SUPPLEMENT PROPERTY" shall mean and refer to that certain real property hereinabove described.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon (including private streets, drives, parking areas, recreational facilities and waterways) owned by the Association or the Master Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Lots 27, 29, 33, 43, 50, 57 and 72-76, Block 5, Two Rivers Subdivision No. 6 according to the official plat thereof.

The Common Area to be owned by the Master Association is described as follows:

Lot 1, Block 33; Lot 1, Block 34; and Lots 26 and 37, Block 5, Two Rivers Subdivision No. 6, according to the official plat thereof.

Section 4. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Sixth Supplement Property, with the exception of the Common Areas.

Section 5. "MASTER ASSOCIATION" shall mean and refer to Two Rivers Homeowner's Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 6. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Sixth Supplement Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "DECLARANT" shall mean and refer to T R Company, LLC, an Idaho limited liability company, its successors and, subject to the provisions of Article XI, Section 2, its assigns.

Section 8. "MASTER DECLARATION" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions applicable to the Properties or any portion thereof recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 9. "SIXTH SUPPLEMENT" shall mean this Sixth Supplement to the Master Declaration.

Section 10. "WATERWAY" or "WATERWAYS" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, the banks thereof and adjacent landscaping, including pumps, pipes and other conveyancing apparatus used in connection therewith which is located on the Sixth Supplement Property and which is included within or managed as Common Area.

Section 17. "PLAT" shall mean any subdivision plat covering any portion of the Sixth Supplement Property as recorded at the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

#### ARTICLE II: PROPERTY RIGHTS; RESERVATION OF WATER RIGHTS

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of the Association or Master Association, as the case may be, to charge reasonable maintenance and other fees for the use and maintenance of any landscaping improvement, private streets or recreational facility situated upon the Common Area.
- B. The right of the Association or Master Association, as the case may be, to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.



- C. The right of the Association or Master Association, as the case may be, to limit the number of members permitted to use the Common Area.
- D. The right of the Association or Master Association, as the case may be, to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or otherwise controlled by an Association, including, particularly, the right to charge a special use fee for members who desire exclusive short-term use of such facility and who are willing to pay a special fee or assessment for such use.
- E. The right of the Association or Master Association, as the case may be, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding the Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- F. The right of the Association or Master Association, as the case may be, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to an Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.
- G. The right of the Directors of the Association or Master Association, as the case may be, to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of that Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times and reasonable regulations and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Directors of an Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

Section 3. Reservation of Water Rights: Except for water rights specifically transferred in writing to an Association, Declarant hereby reserves for and to Declarant all water rights and all entitlements to receive water that have been placed to beneficial use upon the Properties or are appurtenant to or associated with the Properties including, without limitation, all licenses, permits, claims, permit applications, and storage ownership; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entities; all groundwater rights; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline.

ARTICLE III: THE STREAMS AT TWO RIVERS HOMEOWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Lot shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or Lots in the Sixth Supplement Property.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On July 1, 2013.

Section 3. Assessments:

A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

1. Regular annual or other regular periodic assessments or charges; and
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

B. Purpose of Assessments: The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Sixth Supplement Property, for the operation, maintenance, repair and improvement of the Common Areas and facilities located thereon, including, but not limited to the private streets, for the creation of a reserve fund for future repair or replacement of the private streets and other Common Area improvements, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Sixth Supplement or in the Bylaws of the Association, and for any other purpose reasonably authorized by the directors of the Association.

C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$1,600.00. Thereafter, the Board of Directors of the Association shall fix the annual assessment in such amount as may reasonably be required for the purposes set forth herein; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.

D. Initiation Assessment: Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of \$1,000.00.

E. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.

F. Notice and Quorum for Any Action Authorized Under Section 3E: Written notice of any meeting called for the purpose of taking any action authorized under Section 3E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots.

H. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified 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.

I. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally

obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

J. 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.

K. Exempt Property: The following property, subject to this Sixth Supplement, shall be exempt from the assessments created herein:

1. All property expressly dedicated to and accepted by a local public authority;
2. The Common Area;
3. All other properties owned by the Declarant or an Association; and
4. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

#### ARTICLE IV: PRIVATE STREETS:

Access to each Lot is provided by a system of private streets to be constructed by Declarant and owned and operated by the Association as a part of the Common Area. Said private streets are designated on the plat as Lot 50, Block 5, Two Rivers Subdivision No. 6, according to the official plat thereof, which Lot is dedicated and restricted to the perpetual and indefeasible right of ingress and egress over and across said Lot for the exclusive use and benefit of the Owners and residents of Lots 28, 30-32, 34-36, 38-42, 44-49, 51-56, 58-65, 66-71, Block 5, Two Rivers Subdivision No. 6 and their guests and invitees. The perpetual right of ingress and egress over and upon said Lot 50, Block 5, Two Rivers Subdivision No. 6, according to the official plat thereof may not be terminated or extinguished without the written consent of all Owners, the Association, and any and all parties having any interest in the Sixth Supplement Property.

#### ARTICLE V: EASEMENTS

Section 1. Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the

Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

#### ARTICLE VI: MAINTENANCE RESPONSIBILITY

The Association and Master Association shall provide maintenance to and be responsible for their respective Common Areas and any improvements thereon, including but not limited to the private streets, streetlights, security gates, drainage facilities related to said private streets, and any landscaping improvements. In furtherance thereof, the Association shall create and maintain a reserve fund for the purpose of the maintenance and repair of the private street and related drainage facilities. The covenants contained in this Article VIII may not be modified without the express consent of the City of Eagle. In addition, the Association shall provide all reasonably required maintenance and repairs to the landscaping and lawn located on each Lot, together with the underground sprinkler irrigation system thereon. Except as expressly set forth herein, the provisions of Article X of the Master Declaration, as amended, shall remain in full force and effect.

#### ARTICLE VII: BUILDING RESTRICTIONS

The provisions of Article XII, Sections 1 through 5 and 7 of the Master Declaration, shall be amended to read as follows with respect to the Sixth Supplement property:

Section 1. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 1800 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two story, the first floor thereof must contain a minimum of 1000 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

Section 2. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	5' side yard; 15' front yard; and 10' rear yard;
Two Story	5' side yard; 15' front yard; and 10' rear yard;
Transitional	5' single story side yard; 5' two story side yard; 15' front yard; 10' rear yard;

provided, however, that the Architectural Control Committee may, in such instances as it may deem appropriate in its sole and absolute discretion, (1) reduce the side yard setback

for any Lot to a minimum of 3', and (ii) reduce the side yard setback adjacent to a common area lot or non-buildable lot to zero (0) feet; and further provided that the front face of all garage doors shall be located a minimum of 18' from the edge of roadway pavement or back of sidewalk adjacent to the front of each Lot, whichever is nearer.

**Section 3. Construction Requirements:** Each Dwelling Unit shall have wood siding (redwood, cedar or spruce, which may be painted or stained) or a combination of wood, stone, masonry or masonry true-lap siding with a reveal of 8", 6" or 4". Each Dwelling Unit must have extensive exterior brick, stone or stucco on the front elevation with the front corners wrapped a minimum of twenty four (24) inches. Decorative wood applications may serve as alternatives to brick, stone, or stucco on the front elevation as may be approved by the Architectural Control Committee. All roofs shall be comprised of cedar shakes, tile, 40 year asphalt shingles (as may be approved by the Architectural Control Committee), ornamental copper or such other materials as may be approved by the Architectural Control Committee and shall be of such colors and specifications as may be approved by the Architectural Control Committee. All roofs shall include hips, dormers and/or gables in order to present heightened architectural features and shall be a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee. All driveways shall include a decorative application (for example, brick or stone pavers, washed gravel or stamped concrete) at the entrance from the private street. Side entry garages and recessed garage doors are preferred, such that the garage doors are not the predominant feature of the front elevation of the Dwelling Unit. The interior finish of all garages shall be taped, sanded and painted.

**Section 4. Landscaping:** Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed the following landscaping improvements: (i) in the front yard thereof a rolled sod lawn, at least two (2) conifer trees a minimum of eight feet (8') in height and one (1) deciduous tree a minimum of two and one-half inches (3") caliper and twelve (12) shrubs or bushes, a minimum of two (2) gallons in size planted in planter beds consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least one (1) conifer tree, a minimum of eight feet (8') in height or deciduous tree, a minimum of two and one-half inches (2½") caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; and (iii) in the planter strip located between the sidewalk and curb adjacent to each Lot, such species, size and number of trees and in such locations as may be required by the Architectural Control Committee.

A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A landscape plan showing the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work.

**Section 5. Fences:** No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of wrought iron, or vegetation, not exceeding the height of five feet (5'), the materials, design, color and location of which shall be approved, in advance in writing, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

**Section 6. Building Elevations:** All Dwelling Units shall be constructed on a foundation which is a minimum of 18" and a maximum of 24" above the elevation of the back of the sidewalk adjacent to the Lot upon which the Dwelling Unit is constructed unless otherwise approved in writing by the Architectural Control Committee.

#### ARTICLE VIII: PATHWAYS

The sidewalk to be constructed by Declarant in Lot 37, Block 5 (located east of the toe of the landscaped berm thereon), shall be owned, operated and maintained by the Master Association in accordance with the provisions of Article VIII of the Master Declaration. More specifically, Declarant hereby declares that public access to, over and across the said sidewalk shall not be prevented at any time and that members of the public shall have a perpetual easement for the use and enjoyment of the pathway for so long as the said pathway shall be owned by the Master Association or its successors.

#### ARTICLE IX: ARCHITECTURAL CONTROL

**Section 1. The Streams at Two Rivers Architectural Control Committee:** In order to protect the quality and value of the homes built on the Sixth Supplement Property, and for the continued protection of the Owners thereof, a Local Architectural Control Committee, to be known as The Streams at Two Rivers Architectural Control Committee, is hereby established pursuant to Article XIII, Section 11 of the Master Declaration, consisting of three or more members to be appointed by the Declarant for so long as Declarant owns any Lot, part, parcel or portion of the Sixth Supplement Property. Thereafter, the members of The Streams at Two Rivers Architectural Control Committee are to be appointed by the Board of Directors of the Association at each annual meeting of the Board.

**Section 2. Approvals Required:** No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other portion of the Sixth Supplement Property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind,



shape, configuration, height, materials, location and such other detail as The Streams at Two Rivers Architectural Control Committee may require, shall have been submitted to and approved in writing by The Streams at Two Rivers Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Sixth Supplement and the Master Declaration. Thus, all proposals, plans and specifications for improvements shall not require the approval of the Architectural Control Committee of the Master Association. Except as specifically modified herein each provision of Article XIII of the Master Declaration shall apply with respect to the powers, duties, and obligations of The Streams at Two Rivers Architectural Control Committee as if the same were set forth herein in full.

#### ARTICLE X: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

- A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- B. A comprehensive policy of public liability insurance covering all of the Common Areas, commercial spaces and public ways in the Sixth Supplement Property. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Sixth Supplement Property contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of The Pointe at Two Rivers Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of Association in such amount as may be reasonable in the premises.
- B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
- C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
- D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

#### ARTICLE XI: ANNEXATION

Section 1. Time for Annexation, Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property hereto (the "Project") by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the Project created by this Sixth Supplement, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting

such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Sixth Supplement and the Master Declaration shall apply to the added land in the same manner as if it were originally covered by this Sixth Supplement and originally constituted a portion of the Project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Sixth Supplement with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Sixth Supplement.

**Section 2. Procedure for Annexation:** Any of the above-described real property may be annexed into the Project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Sixth Supplement, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Sixth Supplement is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Sixth Supplement shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Sixth Supplement.

#### **ARTICLE XII: GENERAL PROVISIONS**

**Section 1. Amendment:** The covenants and restrictions of this Sixth Supplement shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Sixth Supplement or the Master Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date the Master Declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Sixth Supplement, except the easements herein granted, may be amended by an instrument signed by members of the Association entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

Section 2. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

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

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 11<sup>th</sup> day of NOVEMBER, 2003.

DECLARANT:

T R Company, LLC

By:

  
Dennis M. Baker, Manager

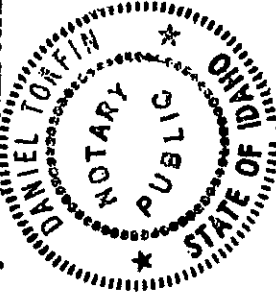
STATE OF IDAHO )

: ss.

County of Ada )

On this 11<sup>th</sup> day of November, 2003, 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.



  
NOTARY PUBLIC, State of Idaho

Residing at EA GLE, IDAHO

My Commission Expires: 12/19/2003

ACCOMMODATION

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 05/24/04 04:03 PM  
DEPUTY Bonnie Oberbillig  
RECORDED - REQUEST OF  
Pioneer  
AMOUNT 51.00

17

07A 6356



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SEVENTH SUPPLEMENT TO THE MASTER DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS OF

TWO RIVERS SUBDIVISION

THIS SEVENTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Seventh Supplement") is made on the date hereinafter set forth, by TR 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 "Seventh Supplement Property", more particularly described as Two Rivers Subdivision No. 7, according to the official plat thereof, recorded on the 27th day of November 2003 in Book 27 of Plats, pages 9934 through 9937 as Instrument No. 103188698, 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 "Amendment"), which 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, the Amendment and Second Amendment shall hereinafter be referred to as the "Amendments"; 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.

NOW, THEREFORE, Declarant hereby declares that the Seventh Supplement Property shall be held, sold, conveyed and subject to the Master Declaration and

Amendments, which Master Declaration and Amendments are hereby incorporated by reference as if fully set forth herein except in so far as the covenants, conditions and restrictions of the Master Declaration and Amendments are hereinafter supplemented or modified. It is the intention of the Declarant that the provisions of the Master Declaration, the Amendments and this Seventh Supplement be read together, as a whole so that the provisions of the Master Declaration, the Amendments and this Seventh Supplement shall, to the maximum extent possible, both be applicable to the Seventh Supplement property except to the extent the provisions of this Seventh Supplement shall specifically modify or supercede the provisions of the Master Declaration and Amendments. By way of example but not by limitation, the Owners of Lots in the Seventh Supplement Property shall be members of both the Two Rivers Subdivision Homeowners Association, Inc. (the "Master Association") and Rivermoor at Two Rivers Homeowners Association, Inc. (the "Association"), shall be entitled to all rights and benefits and subject to all obligations and duties of membership in each and shall be subject to the assessments of each. Any provision of the Master Declaration and Amendments not specifically amended, modified, superceded, terminated or otherwise addressed in this Seventh Supplement shall be fully applicable to the Seventh Supplement property as if repeated herein in full.

#### ARTICLE I: DEFINITIONS

As used in this Seventh Supplement, the following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to Rivermoor at Two Rivers Homeowners Association, Inc., a Local Association as defined in the Master Declaration.

Section 2. "SEVENTH SUPPLEMENT PROPERTY" shall mean and refer to that certain real property hereinabove described.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon (including private streets, drives, parking areas, recreational facilities and waterways) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Lots 9, 10, 11, 12, 13, 14 and 15, Two Rivers Subdivision No. 7, according to the official plat thereof.

The Common Area to be owned by the Master Association is described as follows:

Lots 2, 3 and 4, Block 21 and Lots 20 and 21, Block 24, Two Rivers Subdivision No. 7, according to the official plat thereof.

Section 4. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Seventh Supplement Property, with the exception of the Common Areas.

Section 5. "MASTER ASSOCIATION" shall mean and refer to Two Rivers Homeowner's Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 6. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Seventh Supplement Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "DECLARANT" shall mean and refer to T R Company, LLC, an Idaho limited liability company, its successors and, subject to the provisions of Article XIII, Section 2, its assigns.

Section 8. "MASTER DECLARATION" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions applicable to the Properties or any portion thereof recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 9. "SEVENTH SUPPLEMENT" shall mean this Seventh Supplement to the Master Declaration.

Section 10. "WATERWAY" or "WATERWAYS" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, the banks thereof and adjacent landscaping, including pumps, pipes and other conveyancing apparatus used in connection therewith which is located on the Seventh Supplement Property and which is included within or managed as Common Area.

Section 17. "PLAT" shall mean any subdivision plat covering any portion of the Seventh Supplement Property as recorded at the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

## ARTICLE II: PROPERTY RIGHTS, RESERVATION OF WATER RIGHTS

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of the Association or Master Association, as the case may be, to charge reasonable maintenance and other fees for the use and maintenance of any landscaping improvement or recreational facility situated upon the Common Area.

- B. The right of the Association or Master Association, as the case may be, to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of its published rules and regulations.
- C. The right of the Association or Master Association, as the case may be, to limit the number of members permitted to use the Common Area.
- D. The right of the Association or Master Association, as the case may be, to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or otherwise controlled by an Association, including, particularly, the right to charge a special use fee for members who desire exclusive short-term use of such facility and who are willing to pay a special fee or assessment for such use.
- E. The right of the Association or Master Association, as the case may be, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding the Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- F. The right of the Association or Master Association, as the case may be, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to an Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.
- G. The right of the Directors of the Association or Master Association, as the case may be, to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of that Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times and reasonable regulations and restrictions regarding vehicle parking.



Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Directors of an Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

Section 3. Reservation of Water Rights: Except for water rights specifically transferred in writing to an Association, Declarant hereby reserves for and to Declarant all water rights and all entitlements to receive water that have been placed to beneficial use upon the Properties or are appurtenant to or associated with the Properties including, without limitation, all licenses, permits, claims, permit applications, and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entities; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline.

ARTICLE III: RIVERMOOR AT TWO RIVERS HOMEOWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Lot shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or Lots in the Seventh Supplement Property.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. On July 1, 2013.

Section 3. Assessments:

A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

1. Regular annual or other regular periodic assessments or charges; and
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

B. Purpose of Assessments: The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Seventh Supplement Property, for the operation, maintenance, repair and improvement of the Common Areas and facilities located thereon, including, but not limited to the private streets, for the creation of a reserve fund for future repair or replacement of the private streets and other Common Area improvements, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its rights or obligations contained in this Seventh Supplement or in the Bylaws of the Association, including but not limited to the provisions of Article VIII, below, and for any other purpose reasonably authorized by the directors of the Association.

C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$5000.00. Thereafter, the Board of Directors of the Association shall fix the annual assessment in such amount as may reasonably be required for the purposes set forth herein; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.

- D. Initiation Assessment: Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of \$5,000.00.
- E. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.
- F. Notice and Quorum for Any Action Authorized Under Section 3E: Written notice of any meeting called for the purpose of taking any action authorized under Section 3E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots.
- H. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified 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.

I. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

J. 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.

K. Exempt Property: The following property, subject to this Seventh Supplement, shall be exempt from the assessments created herein:

1. All property expressly dedicated to and accepted by a local public authority;
2. The Common Area;
3. All other properties owned by the Declarant or an Association; and
4. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

#### ARTICLE IV: STORM WATER DRAINAGE AND RETENTION SYSTEM

Section 1. Ada County Highway District Storm Water and Drainage Easement: In addition to the storm water, drainage, overflow and retention easements granted to the Ada County Highway District in the Master Declaration and any other Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision, the Ada County Highway District is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over the ACHD Storm Drain Easements as described on the Plat, which said easements generally consist of Lots 20 and 21, Block 24, Two Rivers Subdivision No. 7.

Section 2. Operation and Maintenance of Storm Water Drainage and Retention System: The operation and maintenance of the storm water drainage and retention system shall be as set forth in the Master Declaration, provided, however, that the Master Association shall be responsible for maintenance of all landscaping improvements within the easement areas including, but not limited to, mowing, trimming, fertilizing and

irrigating. Except as specifically set forth herein, the provisions of Article VI of the Master Declaration shall be applicable to the easement areas described in this Article IV.

#### ARTICLE V: PRIVATE STREETS:

Access to each Lot is provided by a private street to be constructed by Declarant and owned and operated by the Association as a part of the Common Area. Said private street is designated on the plat as Lot 10, Block 21, Two Rivers Subdivision No. 7, according to the official plat thereof, which Lot is dedicated and restricted to the perpetual and indefeasible right of ingress and egress over and across said Lot for the exclusive use and benefit of the Owners and residents of Lots 5 through 8, Block 1, Two Rivers Subdivision No. 7 and their guests and invitees. The perpetual right of ingress and egress over and upon said Lot 10, Block 21, Two Rivers Subdivision No. 7, according to the official plat thereof may not be terminated or extinguished without the written consent of all Owners, the Association, and any and all parties having any interest in the Seventh Supplement Property.

ARTICLE VI: PATHWAYS: In accordance with the provisions of Article VIII of the Master Declaration, Lots 3 and 4, Block 21, shall be improved with pathways to be constructed by Declarant and owned and operated as set forth herein. Declarant intends to construct a five (5) foot wide graveled pathway across Lots 3 and 4, Block 21, which such pathway shall be located in an easement to be dedicated to the City of Eagle and maintained by and at the expense of the Master Association.

#### ARTICLE VII: EASEMENTS

Section 1. Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

#### ARTICLE VIII: MAINTENANCE RESPONSIBILITY

Section 1. General: The Association and Master Association shall provide maintenance to and be responsible for their respective Common Areas and any improvements thereon, including but not limited to the private street, streetlights, security gates, drainage facilities related to said private streets, pathways and any landscaping improvements. In furtherance thereof, the Association shall create and maintain a reserve fund for the purpose of the maintenance and repair of the private street and related drainage facilities. The covenants contained in this Article VIII may not be modified without the express consent of the City of Eagle. Except as expressly set forth herein, the provisions of Article X of the Master Declaration, as amended, shall remain in full force and effect.

Section 2. Maintenance by Owner: Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences (if permitted as herein provided), courtyards, landscaping and lawn

contiguous to his Dwelling Unit, and any parking strip located between the sidewalk and the street adjacent to his Lot. Prior to the construction of a Dwelling Unit thereon, each Owner shall be responsible to keep his Lot in a neat and aesthetically pleasing condition, reasonably free of weeds and accumulation of rubbish and debris. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred twenty (120) days of the damage or destruction.

**Section 3. Failure of Owner to Maintain:** In the event an Owner shall fail or refuse to perform its maintenance or repair obligations as set forth herein, the Association shall have the power to enter on to said Owner's Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefor; provided, however, that the Board of Directors of the Association shall have delivered to such Owner written notice at least seven (7) days in advance of performing such maintenance and repairs describing the maintenance or repairs required to be made and advising the Owner of the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth in such notice. The cost incurred by the Association in performing such maintenance or repairs, together with interest thereon from the date of expenditure at the rate of two percent (2%) per month, shall be added to and become part of the assessment to which such Owner's Lot is subject.

**Section 4. Wetland Mitigation Areas:** Portions of Lots 3 and 4, Block 21, have been designated as Wetland Mitigation areas in accordance with and pursuant to the provisions of that certain authorization granted by the Department of the Army, Corps of Engineers set forth in a letter dated August 1, 2003, with a subject reference of NWW No.032100650. Said authorization was granted under the terms and conditions of Department of the Army, Nationwide Permit No. 39 (33CFR330, Appendix A), and (1) requires that Wetland Mitigation on the said Lots shall be implemented in accordance with the May 27, 2003 Two Rivers South Channel - West Compensatory Mitigation Plan; and (2) is subject to the conditions of that certain Water Quality Certificate issued by the Idaho Department of Environmental Quality dated July 23, 2003, copies of which shall be maintained by the Master Association as part of its permanent records. In furtherance thereof, the Master Association shall be responsible to maintain the said Lots 3 and 4 in accordance with the requirements of this Section and the above described permits, authorizations and certifications, which said permits, authorizations and certifications include limitations on the permitted uses of and activities on the said Lots, including, but not limited to:

1. the change, disturbance, alteration or impairment of the natural features of the Lots or the introduction of non-native plants and or animal species;
2. the construction of buildings and structures;
3. industrial, commercial and agricultural activities;
4. the dumping and storing of solid waste or hazardous or toxic substances;
5. grading, filling, excavation, dredging, mining or drilling; and
6. the operation of motorized vehicles.

Nothing contained in this Section shall be deemed to prohibit the Declarant or the Master Association from the right to continue the use of the said Lots for all purposes not inconsistent with the said permits, authorizations, and certifications, including rights of ingress and egress, recreational activities such as walking and wildlife viewing and the right to construct wetland and stream mitigation improvements in accordance with the Wetland Mitigation Plan and any amendments or updates thereto. The Declarant specifically reserves the right to utilize any wetlands created on the said Lots as a Wetland Bank.

#### ARTICLE IX: BUILDING RESTRICTIONS

The provisions of Article XII, Sections 1 through 5 and 7 of the Master Declaration, shall be amended to read as follows with respect to the Seventh Supplement property:

**Section 1. Building Type and Size:** With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 7000 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two story, the first floor thereof must contain a minimum of 4000 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

**Section 2. Setbacks:** No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	7.5' side yard; 30' front yard; and 30' rear yard
Two Story	12.5' side yard; 30' front yard; and 30' rear yard
Transitional	7.5' single story side yard; 12.5' two story side yard; 30' front yard; 30' rear yard

In order to protect and preserve view corridors on the South Channel of the Boise River, minimum setbacks shall be required from the ordinary high water mark, to be established by the Architectural Control Committee, on a case by case basis, at the time of plan review for each Dwelling pursuant to the provisions of Article X, below, and no improvements may be constructed or maintained within the minimum setback so established. No improvements may be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

**Section 3. Construction Requirements:** Each Dwelling Unit shall make extensive use of brick, stucco and stone or a combination thereof on all exterior elevations. Brick

and/or stone shall wrap or turn all corners of the Dwelling Unit. Decorative wood applications are also encouraged to enhance architectural style. 5/4" x 8" multiple built up fascia of redwood, cedar or spruce stained or painted is required as may be approved by the Architectural Control Committee. Roofs shall be a minimum 8/12 pitch and shall include hips/dormers and gables to present a heightened architectural style. Roofing materials consisting of slate/stone or replications thereof, or tile or tile replications are required, and copper accents may be considered. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least three (3) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee. All driveways shall include a decorative application (for example, brick or stone pavers, washed gravel or stamped concrete) at the entrance from the private street and over a minimum of forty percent (40%) of the finished surface area. Side entry garages and recessed garage doors are required, such that the garage doors are not the predominant feature of the front elevation of the Dwelling Unit. The interior finish of all garages shall be taped, sanded and painted.

**Section 4. Landscaping:** Within thirty (30) days after substantial completion or occupancy of the Dwelling Unit located thereon, whichever is earlier, each Lot shall be fully landscaped in accordance with a landscape plan submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work, which landscape plan shall show, in addition to any other information requested or required by the Architectural Control Committee, the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways. In addition to the foregoing, each Lot shall have fully automatic underground sprinklers in the front, rear and side yard and all turf area shall be comprised of rolled sod. The cost of the landscaping shall be a minimum of five percent (5%) of the gross value of the Dwelling Unit.

**Section 5. Fences:** No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of metal, or vegetation, not exceeding the height of four feet (4') or as approved by the ACC, the materials, design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

**Section 7. Building Elevations:** All Dwelling Units shall be designed and constructed so that the finished floor elevation of the interior living area of such Dwelling Unit is at least two (2) feet above the 100-year flood plain level of the Boise River or at such other elevation as is specified by the Federal Emergency Management Act or the City of Eagle, Idaho. In addition to the foregoing, all Dwelling Units shall be constructed on a



foundation which is a minimum of 24" and a maximum of 30" above the elevation of the back of the sidewalk adjacent to the Lot upon which the Dwelling Unit is constructed unless otherwise approved in writing by the Architectural Control Committee.

#### ARTICLE X: ARCHITECTURAL CONTROL

Section 1. Rivermoor at Two Rivers Architectural Control Committee: In order to protect the quality and value of the homes built on the Seventh Supplement Property, and for the continued protection of the Owners thereof, a Local Architectural Control Committee, to be known as Rivermoor at Two Rivers Architectural Control Committee, is hereby established pursuant to Article XIII, Section 11 of the Master Declaration, consisting of three or more members to be appointed by the Declarant for so long as Declarant owns any Lot, part, parcel or portion of the Seventh Supplement Property. Thereafter, the members of Rivermoor at Two Rivers Architectural Control Committee are to be appointed by the Board of Directors of the Association at each annual meeting of the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other portion of the Seventh Supplement Property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as Rivermoor at Two Rivers Architectural Control Committee may require, shall have been submitted to and approved in writing by Rivermoor at Two Rivers Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Seventh Supplement and the Master Declaration. Thus, all proposals, plans and specifications for improvements shall not require the approval of the Architectural Control Committee of the Master Association. Except as specifically modified herein each provision of Article XIII of the Master Declaration shall apply with respect to the powers, duties, and obligations of Rivermoor at Two Rivers Architectural Control Committee as if the same were set forth herein in full.

#### ARTICLE XI: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

- A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an

amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

- B. A comprehensive policy of public liability insurance covering all of the Common Areas, commercial spaces and public ways in the Seventh Supplement Property. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Seventh Supplement Property contains more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of Rivermoor at Two Rivers Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of Association in such amount as may be reasonable in the premises.
- B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause

therein shall not apply with respect to insurance held individually by the Owners.

- C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
- D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

#### ARTICLE XII: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property hereto (the "Project") by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the Project created by this Seventh Supplement, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Seventh Supplement and the Master Declaration shall apply to the added land in the same manner as if it were originally covered by this Seventh Supplement and originally constituted a portion of the Project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Seventh Supplement with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Seventh Supplement.

Section 2. Procedure for Annexation: Any of the above-described real property may be annexed into the Project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Seventh Supplement, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Seventh Supplement is recorded;
- B. An exact legal description of the added land;

- C. A statement that the provisions of this Seventh Supplement shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Seventh Supplement.

#### ARTICLE XIII: GENERAL PROVISIONS

Section 1. Amendment: The covenants and restrictions of this Seventh Supplement shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Seventh Supplement or the Master Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date the Master Declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Seventh Supplement, except the easements herein granted, may be amended, at any time, by an instrument signed by members of the Association entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

Section 2. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

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

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 21<sup>st</sup> day of May, 2004.

[Signature on Following Page]

DECLARANT:

T R Company, LLC

By: D. Baker  
Dennis M. Baker, Manager

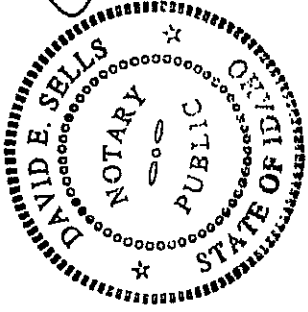
STATE OF IDAHO )

: ss.

County of Ada )

On this 21st day of May, 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.



[Signature]  
NOTARY PUBLIC, State of Idaho  
Residing at Madras, Id  
My Commission Expires: 10-28-05

8A 6230  
ACCOMMODATION

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ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 03/01/04 04:16 PM  
DEPUTY Kathy Ingraham  
RECORDED - REQUEST OF  
Pioneer  
AMOUNT 15.00

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

THIS EIGHTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Eighth 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 "Eighth Supplement Property", more particularly described as Two Rivers Subdivision No. 8, according to the official plat thereof, recorded on the 18th day of December, 2003, in Book 87 of Plats, pages 10005 through 10007, as Instrument No. 103207686, 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 Mater 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, the Master Declaration, the First Amendment and the Second Amendment 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 Eighth 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 previous Supplements, the Common Area to be owned by the Master Association is described as follows:

Lots 43 and 44, Block 20; Lots 22, 34 and 35, Block 24; Lot 1, Block 35; Lot 1, Block 36; Lot 1, Block 37; and Lot 1, Block 38, Two Rivers Subdivision No. 8, 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 Article VI, Section 1 of the Master Declaration, the Ada County Highway District is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 44, Block 20 and Lot 35, Block 24. The easements granted in this paragraph shall be, in all respects, governed by the provisions of Article VI of the Master Declaration.

3. Building Restrictions: The building restrictions applicable to the Fifth Supplement Property shall be as follows:

A. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 2600 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two stories, the first floor thereof must contain a minimum of 1600 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

B. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	7.5' side yard; 30' front yard; 30' rear yard; and 20' street side yard
Two Story	12.5' side yard; 30' front yard; 30' rear yard; and 20' street side yard
Transitional	7.5' single story side yard; 12.5' two story side yard; 30' front yard; 30' rear yard; and 20' street side yard

In no event, however, may improvements be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

C. Construction Requirements: Subject to the requirements of Article XIII of the Master Declaration (which requirements include, without limitation, written approval from the Architectural Control Committee prior to commencement of construction), each Dwelling Unit shall have wood, masonry, or concrete composition true-lap siding (with 6" to 8" true lap) or a combination of such siding, brick, stone, manufactured or synthetic stone or stucco and each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of cedar shakes, tile or Certainteed Presidential 50-year architectural shingles, (of such colors and specifications as may be approved by the Architectural Control Committee) with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee.

D. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed the following landscaping improvements: (i) in the front yard thereof a rolled sod lawn, at least three (3) conifer trees a minimum of eight feet (8') in height and three (3) deciduous trees a minimum of three inches (3") caliper and twelve (12) shrubs or bushes, a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least two (2) conifer trees, a minimum of eight feet (8') in height and two (2) deciduous trees, a minimum of three inches (3") caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; (iii) in the street side yard of a corner lot a rolled sod lawn, at least one (1) conifer tree, a minimum of eight feet (8') in height and one (1) deciduous tree a minimum of three inches (3") caliper and twelve (12) bushes or shrubs a minimum of two (2) gallon in



size planted in planter beds consisting of a minimum of twenty percent (20%) of the square footage of the area contained in the street side yard; and (iv) in the planter strip located between the sidewalk and curb adjacent to each Lot, such species, size and number of trees and in such locations as may be required by the Architectural Control Committee (which such area shall contain landscaping improvements which are consistent with the landscaping improvements in the front and side yards and shall be maintained by the Owner of the Lot adjacent thereto). A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A landscape plan showing the location, type and size of trees, plants, groundcover (rock & shrubs), berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work.

E. Fences: No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of metal, or vegetation, not exceeding the height of five feet (5'), the materials, design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

4. Article XII, Section 7 of the Master Declaration is hereby amended in its entirety to read as follows:

Section 7. Building Elevations: All Dwelling Units shall be designed and constructed so that the finished floor elevation of the interior living area of such Dwelling Unit is at least two feet above the 100 year floodplain level of the Boise River or at such other elevation as is specified by the Federal Emergency Management Act or the City of Eagle, Idaho. In addition to the foregoing, all Dwelling Units shall be constructed on a foundation which is a minimum of twenty-four (24) inches and a maximum of thirty (30) inches above the elevation of the back of the sidewalk adjacent to the Lot upon which the Dwelling Unit is constructed, unless otherwise approved in writing by the Architectural Control Committee.

5. Pathways: In accordance with the provisions of Article VIII of the Master Declaration, Declarant intends to construct a ten (10) foot wide asphalt pathway across Lot 22, Block 24, to be located in an easement dedicated to the City of Eagle, which said pathway shall be owned, operated and maintained by the City of Eagle and shall be open to the public. The landscaping improvements located in Lot 22, Block 24 shall be owned and maintained by the Master Association in accordance with the provisions of Article X of the Master Declaration, as amended.

6. The covenants, conditions and restrictions contained in this Eighth 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 Eighth 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 1st day of March, 2004.

DECLARANT:

TR COMPANY, LLC

By:   
Dennis M. Baker, Manager

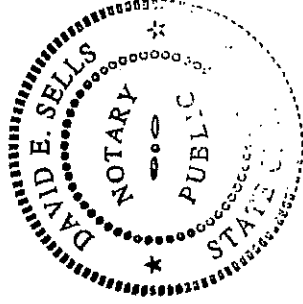
STATE OF IDAHO )


: ss.

County of Ada )

On this 1st day of March, 2004, before me, a notary public, personally appeared Dennis M. Baker, known or identified to me to be the Manager, of TR 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.



  
NOTARY PUBLIC, State of Idaho  
Residing at Meridian, Id  
My Commission Expires: 10-27-05

ACCOMMODATION

BOISE IDAHO 09/13/04 10:57 AM

DEPUTY Neava Haney  
RECORDED - REQUEST OF  
Pioneer



104117125

DA 6590

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

THIS NINTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Ninth 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 "Ninth Supplement Property", more particularly described as Two Rivers Subdivision No. 9, according to the official plat thereof, recorded on the 12<sup>th</sup> day of AUGUST, 2004, in Book 89 of Plats, pages 10360 through 10362 as Instrument No. 104103654 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, the Master Declaration, the First Amendment and the Second Amendment 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 Ninth 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 previous Supplements, the Common Area to be owned by the Master Association is described as follows:

Lots 3, 15 and 25, Block 31; Lots 41 and 49, Block 19; Lot 1, Block 39; and Lot 1, Block 40, Two Rivers Subdivision No. 9, 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 Article VI, Section 1 of the Master Declaration, the Ada County Highway District is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 49, Block 19, Two Rivers Subdivision No. 9. The easements granted in this paragraph shall be, in all respects, governed by the provisions of Article VI of the Master Declaration.

3. Building Restrictions: The building restrictions applicable to the Ninth Supplement Property shall be as follows:

A. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 2800 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two stories, the first floor thereof must contain a minimum of 1600 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

B. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	7.5' side yard; 30' front yard; 30' rear yard; and 20' street side yard
Two Story	12.5' side yard; 30' front yard; 30' rear yard; and 20' street side yard

Transitional

7.5' single story side yard; 12.5' two story side yard; 30' front yard; 30' rear yard; and 20' street side yard

In no event, however, may improvements be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

C. Construction Requirements: Subject to the requirements of Article XIII of the Master Declaration (which requirements include, without limitation, written approval from the Architectural Control Committee prior to commencement of construction), each Dwelling Unit shall have wood, masonry, or concrete composition true-lap siding (with 6" to 8" true lap) or a combination of such siding, brick, stone, manufactured or synthetic stone or stucco and each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of cedar shakes, tile or Certainteed Presidential 50-year architectural shingles, (of such colors and specifications as may be approved by the Architectural Control Committee) with a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee.

D. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed the following landscaping improvements: (i) in the front yard thereof a rolled sod lawn, at least three (3) conifer trees a minimum of eight feet (8') in height and three (3) deciduous trees a minimum of three inches (3") caliper and twelve (12) shrubs or bushes, a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least two (2) conifer trees, a minimum of eight feet (8') in height and two (2) deciduous trees, a minimum of three inches (3") caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; (iii) in the street side yard of a corner lot a rolled sod lawn, at least one (1) conifer tree, a minimum of eight feet (8') in height and one (1) deciduous tree a minimum of three inches (3") caliper and twelve (12) bushes or shrubs a minimum of two (2) gallon in

size planted in planter beds consisting of a minimum of twenty percent (20%) of the square footage of the area contained in the street side yard; and (iv) in the planter strip located between the sidewalk and curb adjacent to each Lot, such species, size and number of trees (in addition to those required to be installed in the front yard as set forth above), in such locations as may be required by the Architectural Control Committee, (which such area shall contain landscaping improvements which are consistent with the landscaping improvements in the front and side yards and shall be maintained by the Owner of the Lot adjacent thereto). A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A landscape plan showing the location, type and size of trees, plants, groundcover in all areas not covered by rolled sod, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work.

E. Fences: No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of metal, or vegetation, not exceeding the height of five feet (5'), the materials, design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot. As used in this paragraph the term "fence" shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee.

4. Article XII, Section 7 of the Master Declaration is hereby amended in its entirety to read as follows:

Section 7. Building Elevations: All Dwelling Units shall be designed and constructed so that the finished floor elevation of the interior living area of such Dwelling Unit is at least two feet above the 100 year floodplain level of the Boise River or at such other elevation as is specified by the Federal Emergency Management Act or the City of Eagle, Idaho. In addition to the foregoing, all Dwelling Units shall be constructed on a foundation which is a minimum of twenty-four (24) inches and a maximum of thirty (30) inches above the elevation of the back of the sidewalk adjacent to the Lot upon which the Dwelling Unit is constructed, unless otherwise approved in writing by the Architectural Control Committee.

5. Pathways: In accordance with the provisions of Article VIII of the Master Declaration, Declarant intends to construct a ten (10) foot wide asphalt pathway across Lot 25, Block 31 Two Rivers Subdivision No. 9, to be located in an easement dedicated to the City of Eagle, which said pathway shall be owned, operated and maintained by the City of Eagle and

shall be open to the public. The landscaping improvements located in said Lot shall be owned and maintained by the Master Association in accordance with the provisions of Article X of the Master Declaration, as amended. Each Owner shall be responsible to insure that the finish grade and elevation of his Lot is properly constructed so as to prevent the migration or accumulation thereon of drainage waters from the said Lot or pathway. The Declarant shall have no liability or responsibility for any damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

6. The covenants, conditions and restrictions contained in this Ninth 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 Ninth 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

STATE OF IDAHO )

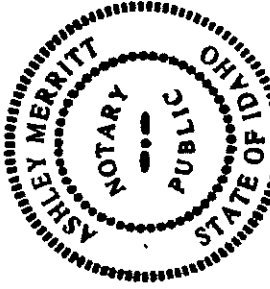
: ss.


County of Ada )

By:   
Dennis M. Baker, Manager

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.



  
NOTARY PUBLIC, State of Idaho  
Residing at Mexidiam  
My Commission Expires: 8/10



07A 6590 ACCOMMODATION

ADA COUNTY RECORDS  
BOISE IDAHO 09/13/04 10:57 AM  
DEPUTY Neava Haney  
RECORDED - REQUEST OF  
Pioneer

AMOUNT 9.00

3



104117126

## 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 0310 through 0313 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:

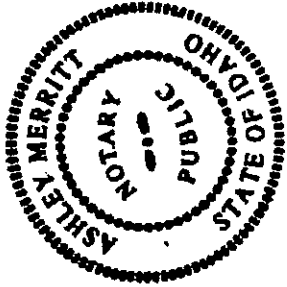
T R COMPANY, LLC

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: 2/10

# ACCOMMODATION

0A7S39

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 51.00 17  
BOISE IDAHO 07/04/06 10:48 AM  
DEPUTY Neava Haney  
RECORDED - REQUEST OF  
Pioneer



## ELEVENTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

### TWO RIVERS SUBDIVISION

THIS ELEVENTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Eleventh 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 "Eleventh Supplement Property", more particularly described as Two Rivers Subdivision No. 11, according to the official plat thereof, recorded on the 15<sup>th</sup> day of November, 2005, in Book 93 of Plats, pages 1283 through 1285, as Instrument No. 105173213, 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 "Amendment"), which 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, the Amendment and Second Amendment shall hereinafter be referred to as the "Amendments"; 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.

NOW, THEREFORE, Declarant hereby declares that the Eleventh Supplement Property shall be held, sold, conveyed and subject to the Master Declaration and

Amendments, which Master Declaration and Amendments are hereby incorporated by reference as if fully set forth herein except in so far as the covenants, conditions and restrictions of the Master Declaration and Amendments are hereinafter supplemented or modified. It is the intention of the Declarant that the provisions of the Master Declaration, the Amendments and this Eleventh Supplement be read together, as a whole so that the provisions of the Master Declaration, the Amendments and this Eleventh Supplement shall, to the maximum extent possible, both be applicable to the Eleventh Supplement property except to the extent the provisions of this Eleventh Supplement shall specifically modify or supercede the provisions of the Master Declaration and Amendments. By way of example but not by limitation, the Owners of Lots in the Eleventh Supplement Property shall be members of both the Two Rivers Subdivision Homeowners Association, Inc. (the "Master Association") and The Island at Two Rivers Homeowners Association, Inc. (the "Association"), shall be entitled to all rights and benefits and subject to all obligations and duties of membership in each and shall be subject to the assessments of each. Any provision of the Master Declaration and Amendments not specifically amended, modified, superceded, terminated or otherwise addressed in this Eleventh Supplement shall be fully applicable to the Eleventh Supplement property as if repeated herein in full.

#### ARTICLE I: DEFINITIONS

As used in this Eleventh Supplement, the following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to The Island at Two Rivers Homeowners Association, Inc., a Local Association as defined in the Master Declaration.

Section 2. "ELEVENTH SUPPLEMENT PROPERTY" shall mean and refer to that certain real property hereinabove described.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon (including private streets, drives, parking areas, recreational facilities and waterways) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Lot 26, Block 21, Two Rivers Subdivision No. 11, according to the official plat thereof.

The Common Area to be owned by the Master Association is described as follows:

Lots 24, 33 and 34, Block 21, Two Rivers Subdivision No. 11, according to the official plat thereof.

Section 4. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Eleventh Supplement Property, with the exception of the Common Areas.

Section 5. "MASTER ASSOCIATION" shall mean and refer to Two Rivers Homeowner's Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 6. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Eleventh Supplement Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "DECLARANT" shall mean and refer to T R Company, LLC, an Idaho limited liability company, its successors and, subject to the provisions of Article XIII, Section 2, its assigns.

Section 8. "MASTER DECLARATION" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions applicable to the Properties or any portion thereof recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 9. "ELEVENTH SUPPLEMENT" shall mean this Eleventh Supplement to the Master Declaration.

Section 10. "WATERWAY" or "WATERWAYS" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, the banks thereof and adjacent landscaping, including pumps, pipes and other conveyancing apparatus used in connection therewith which is located on the Eleventh Supplement Property and which is included within or managed as Common Area.

Section 17. "PLAT" shall mean any subdivision plat covering any portion of the Eleventh Supplement Property as recorded at the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

## ARTICLE II: PROPERTY RIGHTS, RESERVATION OF WATER RIGHTS

Section 1. Enjoyment of Common Area: Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of the Association or Master Association, as the case may be, to charge reasonable maintenance and other fees for the use and maintenance of any landscaping improvement or recreational facility situated upon the Common Area.

- B. The right of the Association or Master Association, as the case may be, to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of its published rules and regulations.
- C. The right of the Association or Master Association, as the case may be, to limit the number of members permitted to use the Common Area.
- D. The right of the Association or Master Association, as the case may be, to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or otherwise controlled by an Association, including, particularly, the right to charge a special use fee for members who desire exclusive short-term use of such facility and who are willing to pay a special fee or assessment for such use.
- E. The right of the Association or Master Association, as the case may be, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding the Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- F. The right of the Association or Master Association, as the case may be, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to an Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.
- G. The right of the Directors of the Association or Master Association, as the case may be, to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of that Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times and reasonable regulations and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Directors of an Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

Section 3. Reservation of Water Rights: Except for water rights specifically transferred in writing to an Association, Declarant hereby reserves for and to Declarant all water rights and all entitlements to receive water that have been placed to beneficial use upon the Properties or are appurtenant to or associated with the Properties including, without limitation, all licenses, permits, claims, permit applications, and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entities; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline.

ARTICLE III: THE ISLAND AT TWO RIVERS HOMEOWNERS ASSOCIATION

Section 1. Membership: Every Owner of a Lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Lot shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or Lots in the Eleventh Supplement Property.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

B. On July 1, 2013.

Section 3. Assessments:

A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

1. Regular annual or other regular periodic assessments or charges; and
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

B. Purpose of Assessments: The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Eleventh Supplement Property, for the operation, maintenance, repair and improvement of the Common Areas and facilities located thereon, including, but not limited to the private streets, for the creation of a reserve fund for future repair or replacement of the private streets and other Common Area improvements, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its rights or obligations contained in this Eleventh Supplement or in the Bylaws of the Association, including but not limited to the provisions of Article VIII, below, and for any other purpose reasonably authorized by the directors of the Association.

C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$3000.00. Thereafter, the Board of Directors of the Association shall fix the annual assessment in such amount as may reasonably be required for the purposes set forth herein; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.



D. Initiation Assessment: Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of \$3,500.00.

E. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.

F. Notice and Quorum for Any Action Authorized Under Section 3E: Written notice of any meeting called for the purpose of taking any action authorized under Section 3E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots.

H. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified 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.

I. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

J. 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.

K. Exempt Property: The following property, subject to this Eleventh Supplement, shall be exempt from the assessments created herein:

1. All property expressly dedicated to and accepted by a local public authority;
2. The Common Area;
3. All other properties owned by the Declarant or an Association; and
4. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

#### ARTICLE IV: STORM WATER DRAINAGE AND RETENTION SYSTEM

Section 1. Ada County Highway District Storm Water and Drainage Easement: In addition to the storm water, drainage, overflow and retention easements granted to the Ada County Highway District (ACHD) in the Master Declaration and any other Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision, the ACHD has been granted a perpetual blanket storm water, drainage, overflow and retention easement over the Ada County Highway District Storm Drain Easements as described on the Plat, which said easements generally consist of Lots 24 and 33, Block 21, Two Rivers Subdivision No. 11.

Section 2. Operation and Maintenance of Storm Water Drainage and Retention System: The operation and maintenance of the storm water drainage and retention system shall be as set forth in the easement(s) granted to ACHD, provided, however, that the Master Association shall be responsible for maintenance of all landscaping improvements within the easement areas including, but not limited to, mowing, trimming, fertilizing and

irrigating. Except as specifically set forth herein, the provisions of Article VI of the Master Declaration shall be applicable to the easement areas described in this Article IV.

**ARTICLE V: PRIVATE STREETS:**

Access to each Lot is provided by a private street to be constructed by Declarant and owned and operated by the Association as a part of the Common Area. Said private street is designated on the plat as Lot 26, Block 21, Two Rivers Subdivision No. 11, according to the official plat thereof, which Lot is dedicated and restricted to the perpetual and indefeasible right of ingress and egress over and across said Lot for the exclusive use and benefit of the Owners and residents of Lots 16 through 23, 25 and 27 through 32, Block 21, Two Rivers Subdivision No. 11 and their guests and invitees. The perpetual right of ingress and egress over and upon said Lot 26, Block 21, Two Rivers Subdivision No. 11, according to the official plat thereof may not be terminated or extinguished without the written consent of all Owners, the Association, and any and all parties having any interest in the Eleventh Supplement Property.

**ARTICLE VI: PATHWAYS:** In accordance with the provisions of Article VIII of the Master Declaration, Lot 24, Block 21, shall be improved with pathways to be constructed by Declarant and owned and operated as set forth herein. Declarant intends to construct a five (5) foot wide graveled pathway across Lot 24, Block 21, which such pathway shall be located in an easement to be dedicated to the City of Eagle and maintained by and at the expense of the Master Association.

**ARTICLE VII: EASEMENTS**

Section 1. **Future Easements:** The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

**ARTICLE VIII: MAINTENANCE RESPONSIBILITY**

Section 1. **General:** The Association and Master Association shall provide maintenance to and be responsible for their respective Common Areas and any improvements thereon, including but not limited to the private street, streetlights, security gates, drainage facilities related to said private streets, pathways and any landscaping improvements. In furtherance thereof, the Association shall create and maintain a reserve fund for the purpose of the maintenance and repair of the private street and related drainage facilities. The covenants contained in this Article VIII may not be modified without the express consent of the City of Eagle. Except as expressly set forth herein, the provisions of Article X of the Master Declaration, as amended, shall remain in full force and effect.

Section 2. **Maintenance by Owner:** Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any

private decks, fences (if permitted as herein provided), courtyards, landscaping and lawn contiguous to his Dwelling Unit, and any parking strip located between the sidewalk and the street adjacent to his Lot. Prior to the construction of a Dwelling Unit thereon, each Owner shall be responsible to keep his Lot in a neat and aesthetically pleasing condition, reasonably free of weeds and accumulation of rubbish and debris. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred twenty (120) days of the damage or destruction.

**Section 3. Failure of Owner to Maintain:** In the event an Owner shall fail or refuse to perform its maintenance or repair obligations as set forth herein, the Association shall have the power to enter on to said Owner's Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefor; provided, however, that the Board of Directors of the Association shall have delivered to such Owner written notice at least seven (7) days in advance of performing such maintenance and repairs describing the maintenance or repairs required to be made and advising the Owner of the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth in such notice. The cost incurred by the Association in performing such maintenance or repairs, together with interest thereon from the date of expenditure at the rate of two percent (2%) per month, shall be added to and become part of the assessment to which such Owner's Lot is subject.

**Section 4. Wetland Mitigation Areas:** Portions of Lot 24, Block 21, have been designated as Wetland Mitigation areas in accordance with and pursuant to the provisions of that certain authorization granted by the Department of the Army, Corps of Engineers set forth in a letter dated August 1, 2005, with a subject reference of NWW No.032100650. Said authorization was granted under the terms and conditions of Department of the Army, Nationwide Permit No. 39 (33CFR330, Appendix A), and (1) requires that Wetland Mitigation on the said Lots shall be implemented in accordance with the May 27, 2005 Two Rivers South Channel - West Compensatory Mitigation Plan; and (2) is subject to the conditions of that certain Water Quality Certificate issued by the Idaho Department of Environmental Quality dated July 23, 2005, copies of which shall be maintained by the Master Association as part of its permanent records. In furtherance thereof, the Master Association shall be responsible to maintain the said Lot 24, Block 21 in accordance with the requirements of this Section and the above described permits, authorizations and certifications, which said permits, authorizations and certifications include limitations on the permitted uses of and activities on the said Lots, including, but not limited to:

1. the change, disturbance, alteration or impairment of the natural features of the Lots or the introduction of non-native plants and or animal species;
2. the construction of buildings and structures;
3. industrial, commercial and agricultural activities;
4. the dumping and storing of solid waste or hazardous or toxic substances;
5. grading, filling, excavation, dredging, mining or drilling; and
6. the operation of motorized vehicles.

Nothing contained in this Section shall be deemed to prohibit the Declarant or the Master Association from the right to continue the use of the said Lots for all purposes not inconsistent with the said permits, authorizations, and certifications, including rights of ingress and egress, recreational activities such as walking and wildlife viewing and the right to construct wetland and stream mitigation improvements in accordance with the Wetland Mitigation Plan and any amendments or updates thereto. The Declarant specifically reserves the right to utilize any wetlands created on the said Lots as a Wetland Bank.

**ARTICLE IX: BUILDING RESTRICTIONS**

The provisions of Article XII, Sections 1 through 5 and 7 of the Master Declaration, shall be amended to read as follows with respect to the Eleventh Supplement property:

Section 1. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 4000 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two story, the first floor thereof must contain a minimum of 2500 square feet of interior living space. Each Dwelling Unit may not be occupied by more than one family.

Section 2. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	7.5' side yard; 30' front yard; and 30' rear yard
Two Story	12.5' side yard; 30' front yard; and 30' rear yard
Transitional	7.5' single story side yard; 12.5' two story side yard; 30' front yard; 30' rear yard

In order to protect and preserve view corridors on the South Channel of the Boise River, minimum setbacks shall be required from the ordinary high water mark, to be established by the Architectural Control Committee, on a case by case basis, at the time of plan review for each Dwelling pursuant to the provisions of Article X, below, and no improvements may be constructed or maintained within the minimum setback so established. No improvements may be constructed or maintained on a Lot within the minimum building setback lines as provided for by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

Section 3. Construction Requirements: Each Dwelling Unit shall make extensive use of brick, stucco and stone or a combination thereof on all exterior elevations. Brick

and/or stone shall wrap or turn all corners of the Dwelling Unit. Decorative wood applications are also encouraged to enhance architectural style. 5/4" x 8" multiple built up fascia of redwood, cedar or spruce stained or painted is required as may be approved by the Architectural Control Committee. Roofs shall be a minimum 6/12 pitch and shall include hips/dormers and gables to present a heightened architectural style. Roofing materials consisting of slate/stone or replications thereof, or tile or tile replications are required, and copper accents may be considered. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least three (3) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee. All driveways shall include a decorative application (for example, brick or stone pavers, washed gravel or stamped concrete) at the entrance from the private street and over a minimum of forty percent (40%) of the finished surface area. Side entry garages and recessed garage doors are required, such that the garage doors are not the predominant feature of the front elevation of the Dwelling Unit. The interior finish of all garages shall be taped, sanded and painted.

**Section 4. Landscaping:** Within thirty (30) days after substantial completion or occupancy of the Dwelling Unit located thereon, whichever is earlier, each Lot shall be fully landscaped in accordance with a landscape plan submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work, which landscape plan shall show, in addition to any other information requested or required by the Architectural Control Committee, the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways. In addition to the foregoing, each Lot shall have fully automatic underground sprinklers in the front, rear and side yard and all turf area shall be comprised of rolled sod. The cost of the front yard landscaping shall be a minimum of five percent (5%) of the gross value of the Dwelling Unit.

**Section 5. Fences:** No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of metal, or vegetation, not exceeding the height of five feet (5'), the materials, design, color and location of which shall be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot.

**Section 7. Building Elevations:** All Dwelling Units shall be designed and constructed so that the finished floor elevation of the interior living area of such Dwelling Unit is at least two (2) feet above the 100-year flood plain level of the Boise River or at such other elevation as is specified by the Federal Emergency Management Act or the City of Eagle, Idaho. In addition to the foregoing, all Dwelling Units shall be constructed on a

foundation which is a minimum of 24" and a maximum of 30" above the elevation of the back of the sidewalk adjacent to the Lot upon which the Dwelling Unit is constructed unless otherwise approved in writing by the Architectural Control Committee.

#### ARTICLE X: ARCHITECTURAL CONTROL

Section 1. The Island at Two Rivers Architectural Control Committee: In order to protect the quality and value of the homes built on the Eleventh Supplement Property, and for the continued protection of the Owners thereof, a Local Architectural Control Committee, to be known as The Island at Two Rivers Architectural Control Committee, is hereby established pursuant to Article XIII, Section 11 of the Master Declaration, consisting of three or more members to be appointed by the Declarant for so long as Declarant owns any Lot, part, parcel or portion of the Eleventh Supplement Property. Thereafter, the members of The Island at Two Rivers Architectural Control Committee are to be appointed by the Board of Directors of the Association at each annual meeting of the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other portion of the Eleventh Supplement Property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as The Island at Two Rivers Architectural Control Committee may require, shall have been submitted to and approved in writing by The Island at Two Rivers Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Eleventh Supplement and the Master Declaration. Thus, all proposals, plans and specifications for improvements shall not require the approval of the Architectural Control Committee of the Master Association. Except as specifically modified herein each provision of Article XIII of the Master Declaration shall apply with respect to the powers, duties, and obligations of The Island at Two Rivers Architectural Control Committee as if the same were set forth herein in full.

#### ARTICLE XI: INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

- A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an

amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

- B. A comprehensive policy of public liability insurance covering all of the Common Areas, commercial spaces and public ways in the Eleventh Supplement Property. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverages in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Eleventh Supplement Property contains more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of The Island at Two Rivers Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of Association in such amount as may be reasonable in the premises.
- B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause



therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

#### ARTICLE XII: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any other real property hereto (the "Project") by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the Project created by this Eleventh Supplement, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Eleventh Supplement and the Master Declaration shall apply to the added land in the same manner as if it were originally covered by this Eleventh Supplement and originally constituted a portion of the Project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Eleventh Supplement with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Eleventh Supplement.

Section 2. Procedure for Annexation: Any of the above-described real property may be annexed into the Project by the recording of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Eleventh Supplement, which reference shall state the date of recording hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Eleventh Supplement is recorded;
- B. An exact legal description of the added land;

- C. A statement that the provisions of this Eleventh Supplement shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Eleventh Supplement.

### ARTICLE XIII: GENERAL PROVISIONS

Section 1. Amendment: The covenants and restrictions of this Eleventh Supplement shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Eleventh Supplement or the Master Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date the Master Declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Eleventh Supplement, except the easements herein granted, may be amended, at any time, by an instrument signed by members of the Association entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

Section 2. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

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

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this ~~20th~~ <sup>23rd</sup> day of December, 2005.

[Signature on Following Page]

DECLARANT:

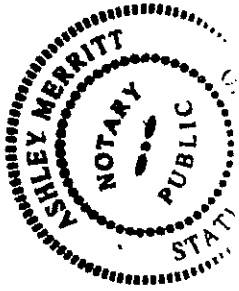
T R Company, LLC

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

STATE OF IDAHO )  
                  ) : ss.  
County of Ada )

On this 28<sup>th</sup> day of December, 2005, 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: 08/11/10

BOISE IDAHO 04/27/06 02:33 PM

DEPUTY Vicki Allen  
RECORDED - REQUEST OF  
Pioneer

TWELFTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS,  
ACCOMMODATION CONDITIONS AND RESTRICTIONS OF

TWO RIVERS SUBDIVISION

0A 7832

THIS TWELFTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter referred to as "Twelfth 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 "Twelfth Supplement Property", more particularly described as Two Rivers Subdivision No. 12, according to the official plat thereof, recorded on the 23rd day of February, 2006, in Book 94 of Plats, pages 11517 through 11519, as Instrument No. 106028185, 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. 120058217, 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. 121087062, 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 Sixth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter "Sixth Supplement"), which Sixth Supplement was recorded on November 14, 2003, as Instrument No. 103192443, records of Ada County, Idaho; and

WHEREAS, the Master Declaration, the First Amendment, the Second Amendment and the Sixth 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 Twelfth 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 Sixth Supplement, the Common Area to be owned by The Streams at Two Rivers Homeowners Association, Inc is described as follows:

Lot 37 Block 21, Two Rivers Subdivision No. 12, according to the official plat thereof; and

The Common Area to be owned by the Master Association is described as follows:

Lots 35, 38 and 47, Block 21, Two Rivers Subdivision No. 12, 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 has been granted a perpetual blanket storm water, drainage, overflow and retention easement over portions of Lots 35 and 38, Block 21, Two Rivers Subdivision No. 12. The easements granted in this paragraph shall be, in all respects, governed by the provisions of that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411 records of Ada County, Idaho, which said Easement is incorporated herein by this reference.

3. Private Streets: In addition to the private streets designated in Article IV of the Sixth Supplement, Lot 37, Block 21 Two Rivers Subdivision No. 12, is hereby designated as a private street to be owned and operated by the Association (as defined in the Sixth Supplement) as a part of its Common Area, subject in all respects to the provisions contained in Article IV of the Sixth Supplement. It is Declarant's intent that the Lots in the Twelfth Supplement Property shall have the perpetual right of ingress and egress over and across Lot 37, Block 21 Two Rivers Subdivision No. 12 subject to the same provisions as are set forth in the said Article IV.

4. Building Restrictions: The building restrictions applicable to the Twelfth Supplement Property shall be as set forth in Article XII of the Master Declaration and Article VII of the Sixth 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 two thousand (2000) square feet of interior living space (excluding the garage).

5. Pathways: The sidewalk to be constructed by Declarant in Lot 47, Block 21, Two Rivers Subdivision No. 12 shall be owned, operated and maintained in accordance with the provisions of Article VIII of the Master Declaration and Article VIII of the Sixth Supplement. The pathway located in an easement on Lot 38, Block 21 shall

be owned, operated and maintained in accordance with the provisions of the instrument recorded as Instrument No. 106021494, records of Ada County, Idaho.

6. The covenants, conditions and restrictions contained in this Twelfth 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 Twelfth 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 25<sup>th</sup> day of April, 2006.

DECLARANT:

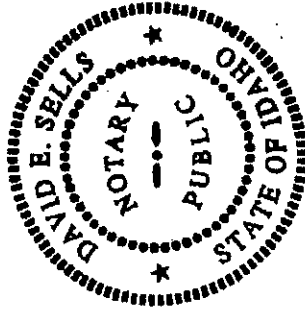
T R COMPANY, LLC

By: [Signature]  
Dennis M. Baker, Manager

STATE OF IDAHO )  
                          ) : ss.  
County of Ada )

On this 25<sup>th</sup> day of April, 2006, 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.



[Signature]  
NOTARY PUBLIC, State of Idaho  
Residing at Merridian, Id  
My Commission Expires: 10-28-2011