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SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MELVIN'S EAGLE POINTE SUBDIVISION - PHASE 2

(Annexation of Melvin's Eagle Pointe #2)

This Supplemental Declaration ("Supplement") is made effective as of the 12th day of Sept., 1991, by MAX A. BOESIGER, INC., an Idaho corporation, or "Declarant," and shall be incorporated into and supplement that certain Declaration of Covenants, Conditions and Restrictions for Melvin's Eagle Point Subdivision - Phase 1, recorded as Instrument No. 9114059, records of Ada County, as to the Phase 2 Property hereby covered as described below.

ARTICLE I.

GENERAL

1.1 Property Covered. Grantor/Declarant is the Owner for the real property in the County of Ada, State of Idaho, describe as:

Melvin's Eagle Pointe Subdivision #2, a portion of the N.E. 1/4 of the N.E. 1/4, Sec. 9, T.4 N., R.1 E. BM, Eagle, Ada County, Idaho, according to the official plat thereof recorded as Instrument No. 9150425, records of Ada County, Idaho. ("Phase 2 Property" and "Phase 2 Lots" as to the lots therein).

1.2 Purpose. The purpose of this Supplemental Declaration is to annex the Phase 2 Property to the Property covered by the Declaration, and to include the Owners of Phase 2 Lots in the Association.

1.3 Annexation. Grantor, pursuant to the provisions of Article VIII of the Declaration, does hereby annex the Phase 2 Property to the Property covered by the Declaration and said Phase 2 Property hereby becomes subject to the Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, and reservations of easements and equitable servitudes and other terms and conditions therein, except as otherwise specified herein. Unless otherwise provided, all defined terms as contained in the Declaration shall have the same meaning in this Supplement as are applicable to the Declaration.

1.5 Association Membership. Article IV general and Section 4.2 specifically, is hereby supplemented to provide that each Owner of a Phase 2 Lot shall be a member of the EAGLE POINTE HOMEOWNERS ASSOCIATION.

ARTICLE II

DECLARATION

Grantor hereby declares that the Phase 2 property, and each Lot, parcel, or portion hereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Declaration, as supplemented hereunder, and the restrictions, covenants, limitations, conditions and equitable servitudes contained therein, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Phase 2 property, or any lot, parcel or portion thereof, and to enhance the value, desirability and attractiveness of the Property. The covenants, conditions and restrictions set forth in the Declaration, as supplemented hereunder, shall run with the land (described as the Property including the Phase 2 Property), and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the property, including the Phase 2 Property, or any Lot, parcel or portion hereof shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee and his respective successors in interest, and may be enforced by Grantor, by any Grantee or Owner or his successors in interest, or by the Association as described in the Declaration.

ARTICLE III

SUPPLEMENTS AND MODIFICATIONS

3.1 Plat Conditions. Article 1, Section 1.19 is hereby supplemented to provide that "Plat" as the Phase 2 property shall refer to the recorded plat of Melvin's Eagle Pointe No. 2. All conditions of the Plat are hereby incorporated herein by reference and notice is hereby given of the same.

IN WITNESS WHEREOF, the Grantor has executed and acknowledged this Supplemental Declaration effective as of the day and year first written above.

MAX A. BOESIGER, INC., an Idaho Corporation

By Richard D. Boesiger
Richard D. Boesiger, Vice-President

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ADA COUNTY, ID. FOR Richard Boesiger
J. DAVID NAVARRO
RECORDER BY J. Navarro

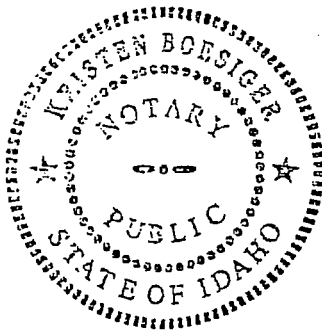
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STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of September, 1991,
before me the undersigned, a Notary Public in and for said
State, personally appeared RICHARD D. BOESIGER, known or
identified to me to be the Vice-President of Max A. Boesiger
Inc., the corporation that executed the instrument or the
person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation
executed the same.

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



Kristen Boesiger
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 7-8-97

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ADA COUNTY, ID. FOR MAX A BOESIGER
J. DAVIS NAVARRO INC
RECORDER BY Rhade
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SUPPLEMENTAL DECLARATION '92 MAR 5 AM 9 51
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MELVIN'S EAGLE POINTE SUBDIVISION - PHASE 1 1384001514

(Annexation of Melvin's Eagle Pointe #3)

This Supplemental Declaration ("Supplement") is made effective as of the 5th day of March, 1992, by MAX A. BOESIGER, INC., an Idaho corporation, or "Declarant," and shall be incorporated into and supplement that certain Declaration of Covenants, Conditions and Restrictions for Melvin's Eagle Point Subdivision - Phase 1, recorded as Instrument No. 9114059, records of Ada County, as to the Phase 3 Property hereby covered as described below.

ARTICLE I.

GENERAL

1.1 Property Covered. Grantor/Declarant is the Owner for the real property in the County of Ada, State of Idaho, describe as:

Melvin's Eagle Pointe Subdivision #3, a portion of the N.E. 1/4 of the N.E. 1/4, Sec. 9, T.4 N., R.1 E. BM, Eagle, Ada County, Idaho, according to the official plat thereof recorded as Instrument No. 9212919, records of Ada County, Idaho. ("Phase 3 Property" and "Phase 3 Lots" as to the lots therein).

1.2 Purpose. The purpose of this Supplemental Declaration is to annex the Phase 3 Property to the Property covered by the Declaration, and to include the Owners of Phase 3 Lots in the Association.

1.3 Annexation. Grantor, pursuant to the provisions of Article VIII of the Declaration, does hereby annex the Phase 3 Property to the Property covered by the Declaration and said Phase 3 Property hereby becomes subject to the Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, and reservations of easements and equitable servitudes and other terms and conditions therein, except as otherwise specified herein. Unless otherwise provided, all defined terms as contained in the Declaration shall have the same meaning in this Supplement as are applicable to the Declaration.

1.5 Association Membership. Article IV general and Section 4.2 specifically, is hereby supplemented to provide that each Owner of a Phase 3 Lot shall be a member of the EAGLE POINTE HOMEOWNERS ASSOCIATION.

ARTICLE II

DECLARATION

Grantor hereby declares that the Phase 3 property, and each Lot, parcel, or portion hereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Declaration, as supplemented hereunder, and the restrictions, covenants, limitations, conditions ad equitable servitudes contained therein, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Phase 3 property, or any lot, parcel or portion thereof, and to enhance the value, desirability and attractiveness of the Property. The covenants, conditions and restrictions set forth in the Declaration, as supplemented hereunder, shall run with the land (described as the Property including the Phase 3 Property), and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the property, including the Phase 3 Property, or any Lot, parcel or portion hereof shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee and his respective successors in interest, and may be enforced by Grantor, by any Grantee or Owner or his successors in interest, or by the Association as described in the Declaration.

ARTICLE III

SUPPLEMENTS AND MODIFICATIONS

3.1 Plat Conditions. Article 1, Section 1.19 is hereby supplemented to provide that "Plat" as the Phase 3 property shall refer to the recorded plat of Melvin's Eagle Pointe No. 3. All conditions of the Plat are hereby incorporated herein by reference and notice is hereby given of the same.

3.2 Size Limitations. Single story and basement units shall have not less than 1600 square feet of floor area on the main floor, exclusive of porches and garages. Split level and two story units shall have not less than 1800 square feet of total floor area, exclusive of porches and garages.

3.3 Roofing Material. The roofing material of each unit may be constructed of composition asphalt shingles, cedar shakes or shingles, or such other material as may be approved by the Architectural Committee.

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ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER

Max A. Boesiger
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SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MELVIN'S EAGLE POINTE SUBDIVISION

(Annexation of Melvin's Eagle Pointe #4)

This Supplemental Declaration ("Supplement") is made effective as of the 26th day of June, 1992, by MAX A. BOESIGER, INC., an Idaho corporation, or "Declarant," and shall be incorporated into and supplement that certain Declaration of Covenants, Conditions and Restrictions for Melvin's Eagle Point Subdivision - Phase 1, recorded as Instrument No. 9114059, records of Ada County, as to the Phase 4 Property hereby covered as described below.

ARTICLE I.

GENERAL

1.1 Property Covered. Grantor/Declarant is the Owner for the real property in the County of Ada, State of Idaho, described as:

Melvin's Eagle Pointe Subdivision #4, a portion of the N.E. 1/4 of the N.E. 1/4, Sec. 9, T.4 N., R.1 E. BM, Eagle, Ada County, Idaho, according to the official plat thereof recorded as Instrument No. 924030, records of Ada County, Idaho. ("Phase 4 Property" and "Phase 4 Lots" as to the lots therein).

1.2 Purpose. The purpose of this Supplemental Declaration is to annex the Phase 4 Property to the Property covered by the Declaration, and to include the Owners of Phase 4 Lots in the Association.

1.3 Annexation. Grantor, pursuant to the provisions of Article VIII of the Declaration, does hereby annex the Phase 4 Property to the Property covered by the Declaration and said Phase 4 Property hereby becomes subject to the Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, and reservations of easements and equitable servitudes and other terms and conditions therein, except as otherwise specified herein. Unless otherwise provided, all defined terms as contained in the Declaration shall have the same meaning in this Supplement as are applicable to the Declaration.

1.5 Association Membership. Article IV general and Section 4.2 specifically, is hereby supplemented to provide that each Owner of a Phase 4 Lot shall be a member of the EAGLE POINTE HOMEOWNERS ASSOCIATION.

ARTICLE II

DECLARATION

Grantor hereby declares that the Phase 4 property, and each Lot, parcel, or portion hereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Declaration, as supplemented hereunder, and the restrictions, covenants, limitations, conditions and equitable servitudes contained therein, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Phase 4 property, or any lot, parcel or portion thereof, and to enhance the value, desirability and attractiveness of the Property. The covenants, conditions and restrictions set forth in the Declaration, as supplemented hereunder, shall run with the land (described as the Property including the Phase 4 Property), and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the property, including the Phase 4 Property, or any Lot, parcel or portion hereof shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee and his respective successors in interest, and may be enforced by Grantor, by any Grantee or Owner or his successors in interest, or by the Association as described in the Declaration.

ARTICLE III

SUPPLEMENTS AND MODIFICATIONS

3.1 Plat Conditions. Article 1, Section 1.19 is hereby supplemented to provide that "Plat" as the Phase 4 property shall refer to the recorded plat of Melvin's Eagle Pointe No. 4. All conditions of the Plat are hereby incorporated herein by reference and notice is hereby given of the same.

IN WITNESS WHEREOF, the Grantor has executed and acknowledged this Supplemental Declaration effective as of the day and year first written above.

MAX A. BOESIGER, INC., an Idaho Corporation

By Richard D. Boesiger
Richard D. Boesiger, Vice-President

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of June, 1992,
before me the undersigned, a Notary Public in and for said
State, personally appeared RICHARD D. BOESIGER, known or
identified to me to be the Vice-President of Max A. Boesiger
Inc., the corporation that executed the instrument or the
person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation
executed the same.

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



Kristen Boesiger
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 7-8-99

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9313467 Made.
ADA COUNTY, ID. FOR Design
J. DAVID HARRIS BY [Signature]
RECORDER 900

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MELVIN'S EAGLE POINTE SUBDIVISION**

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(Annexation of Melvin's Eagle Pointe #5)

This Supplemental Declaration ("Supplement") is made effective as of the 23 day of February, 1993, by MAX A. BOESIGER, INC., an Idaho corporation, "Declarant," and shall be incorporated into and supplement that certain Declaration of Covenants, Conditions and Restrictions for Melvin's Eagle Pointe Subdivision - Phase 1, recorded as Instrument No. 9114059, records of Ada County, as to the Phase 5 Property hereby covered as described below.

ARTICLE I.

GENERAL

1.1 Property Covered. Grantor/Declarant is the Owner for the real property in the County of Ada, State of Idaho, described as:

Melvin's Eagle Pointe Subdivision #5, a portion of the N.E. 1/4 of the N.E. 1/4, Sec. 9, T.4 N., R.1 E. BM, Eagle, Ada County, Idaho, according to the official plat thereof recorded as Instrument No. 9313225, records of Ada County, Idaho. ("Phase 5 Property" and "Phase 5 Lots" as to the lots therein).

1.2 Purpose. The purpose of this Supplemental Declaration is to annex the Phase 5 Property to the Property covered by the Declaration, and to include the Owners of Phase 5 Lots in the Association.

1.3 Annexation. Grantor, pursuant to the provisions of Article VIII of the Declaration, does hereby annex the Phase 5 Property to the Property covered by the Declaration and said Phase 5 Property hereby becomes subject to the Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, and reservations of easements and equitable servitudes and other terms and conditions therein, except as otherwise specified herein. Unless otherwise provided, all defined terms as contained in the Declaration shall have the same meaning in this Supplement as are applicable to the Declaration.

1.5 Association Membership. Article IV in general and Section 4.2 specifically, is hereby supplemented to provide that each Owner of a Phase 5 Lot shall be a member of the EAGLE POINTE HOMEOWNERS ASSOCIATION.

ARTICLE II

DECLARATION

Grantor hereby declares that the Phase 5 property, and each Lot, parcel, or portion hereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Declaration, as supplemented hereunder, and the restrictions, covenants, limitations, conditions and equitable servitudes contained therein, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Phase 5 property, or any lot, parcel or portion thereof, and to enhance the value, desirability and attractiveness of the Property. The covenants, conditions and restrictions set forth in the Declaration, as supplemented hereunder, shall run with the land (described as the Property including the Phase 5 Property), and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the property, including the Phase 5 Property, or any Lot, parcel or portion hereof shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee and his respective successors in interest, and may be enforced by Grantor, by any Grantee or Owner or his successors in interest, or by the Association as described in the Declaration.

ARTICLE III

SUPPLEMENTS AND MODIFICATIONS

3.1 Plat Conditions. Article 1, Section 1.19 is hereby supplemented to provide that "Plat" as the Phase 5 property shall refer to the recorded plat of Melvin's Eagle Pointe No. 5. All conditions of the Plat are hereby incorporated herein by reference and notice is hereby given of the same.

IN WITNESS WHEREOF, the Grantor has executed and acknowledged this Supplemental Declaration effective as of the day and year first written above.

MAX A. BOESIGER, INC., an Idaho Corporation

By Richard D. Boesiger
Richard D. Boesiger, Vice-President

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of February, 1993,
before me the undersigned, a Notary Public in and for said
State, personally appeared RICHARD D. BOESIGER, known or
identified to me to be the Vice-President of Max A. Boesiger
Inc., the corporation that executed the instrument or the
person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation
executed the same.

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



Kristen Boesiger
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 7-8-97

9357209

Max A. Boesiger
ADA COUNTY RECORDER FOR
J. DAVID NAVARRO
RECORDED BY *J. Navarro*

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
MELVIN'S EAGLE POINTE SUBDIVISION

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(Annexation of Melvin's Eagle Pointe #6) 1575001018

This Supplemental Declaration ("Supplement") is made effective as of the 16th day of July, 1993, by MAX A. BOESIGER, INC., an Idaho corporation, or "Declarant," and shall be incorporated into and supplement that certain Declaration of Covenants, Conditions and Restrictions for Melvin's Eagle Pointe Subdivision - Phase 1, recorded as Instrument No. 9114059, records of Ada County, as to the Phase 6 Property hereby covered as described below.

ARTICLE I.

GENERAL

1.1 Property Covered. Grantor/Declarant is the Owner of the real property in the County of Ada, State of Idaho, described as:

Melvin's Eagle Pointe Subdivision #6, a portion of the N.E. 1/4 of the N.E. 1/4, Sec. 9, T.4 N., R.1 E. BM, Eagle, Ada County, Idaho, according to the official plat thereof recorded as Instrument No. 9355386, records of Ada County, Idaho. ("Phase 6 Property" and "Phase 6 Lots" as to the lots therein).

1.2 Purpose. The purpose of this Supplemental Declaration is to annex the Phase 6 Property to the Property covered by the Declaration, and to include the Owners of Phase 6 Lots in the Association.

1.3 Annexation. Grantor, pursuant to the provisions of Article VIII of the Declaration, does hereby annex the Phase 6 Property to the Property covered by the Declaration and said Phase 6 Property hereby becomes subject to the Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, and reservations of easements and equitable servitudes and other terms and conditions therein, except as otherwise specified herein. Unless otherwise provided, all defined terms as contained in the Declaration shall have the same meaning in this Supplement as are applicable to the Declaration.

1.5 Association Membership. Article IV in general and Section 4.2 specifically, is hereby supplemented to provide that each Owner of a Phase 6 Lot shall be a member of the Eagle Pointe Homeowner's Association.

ARTICLE II

DECLARATION

Grantor hereby declares that the Phase 6 property, and each Lot, parcel, or portion hereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Declaration, as supplemented hereunder, and the restrictions, covenants, limitations, conditions and equitable servitudes contained therein, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Phase 6 property, or any lot, parcel or portion thereof, and to enhance the value, desirability and attractiveness of the Property. The covenants, conditions and restrictions set forth in the Declaration, as supplemented hereunder, shall run with the land (described as the Property including the Phase 6 Property), and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the property, including the Phase 6 Property, or any Lot, parcel or portion hereof shall inure to the benefit of and be binding upon Grantor, its successors in interest and each Grantee and his respective successors in interest, and may be enforced by Grantor, by any Grantee or Owner or his successors in interest, or by the Association as described in the Declaration.

ARTICLE III

SUPPLEMENTS AND MODIFICATIONS

3.1 Plat Conditions. Article 1, Section 1.19 is hereby supplemented to provide that "Plat" as to the Phase 6 property shall refer to the recorded plat of Melvin's Eagle Pointe No. 6. All conditions of the Plat are hereby incorporated herein by reference and notice is hereby given of the same.

3.2 Common Area. Article 1, Section 1.10 is hereby supplemented as follows: The common area in Phase 6 to be owned by the Association at the time of conveyance of the first Lot is Lot 19, Block 10, Melvin's Eagle Pointe Subdivision #6.

3.3 Operation and Maintenance of Common Area. Article 4, Section 4.5.2.1 is hereby supplemented as follows: The Association shall maintain the landscaped area between the fence and the sidewalk along the length of Edgewood Lane, and the landscaping at the entrance to Phase 6. The Association shall also maintain, and keep free of weeds the easement

granted to the City of Eagle, for the gravel pedestrian walkway adjacent to the Farmers Union Canal on the Eastern boundary of the plat.

3.4 Roofing Material. Article 2, Sec. 2.1.3 is hereby supplemented as follows: The roof of each unit shall be constructed of cedar shakes or shingles; or min. 30 year architectural style composition asphalt shingles specifically approved in writing by the Architectural Control Committee.

3.5 Lot 5 Block 10. Article 2, Sec. 2.4 is hereby supplemented as to Lot 5, Block 10 only as follows: No structures or above-ground landscaping such as retaining walls, trees, or shrubs may be allowed on that portion of Lot 5, Block 10 that is within the Eagle Sewer District sewer line easement as shown on the Plat; except that grass sod and sprinkler lines necessary to water the sod are allowed. If it ever should become necessary for the District to work on or repair the sewer line in said easement, it shall be the responsibility of the District to replace the earth to its original elevation in a smooth condition. It shall be the responsibility of the lot owner to replace the grass sod and sprinkler lines, if any. This paragraph cannot be amended without written consent of the Eagle Sewer District.

3.6 Land Use and Building Type. Article 2, Sec. 2.1.1 Size limitations is hereby deleted and replaced with the following as to Phase 6: all units shall not have less than 1600 square feet of total interior floor area, exclusive of porches and garages.

Article 2, Sec. 2.1 is hereby supplemented as follows: Detached storage buildings may be allowed on all lots provided the building is permanent in nature, is 150 sq. ft. or less and is constructed with the same siding, roofing material, and paint color as the main structure. Any storage building or structure must meet the setback requirements of the City of Eagle. Lots 9 - 12 may have a detached building larger than 150 sq. ft. provided the plans are specifically approved in writing by the Architectural Control Committee.

3.7 Livestock and Poultry. Article 2, Sec. 2.9 is hereby supplemented as follows: No more than 2 household pets shall be allowed per unit. All household pets shall be confined to that area within the boundary of the lot or kept on a leash. Excessively barking dogs shall be considered a nuisance under Sec. 2.5.

