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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
For Melvin’s Eagle Pointe Subdivision No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6**

This is an amendment and restatement of the Declaration of Covenants, Conditions, and Restrictions for Melvin’s Eagle Pointe Subdivision – Phase I, recorded 3/21/91, Instrument #9114059, as supplemented and amended by a Supplemental Declaration recorded 9/12/91, Instrument #9150757, a Supplemental Declaration recorded 3/5/92, Instrument #9213175, a Supplemental Declaration recorded 6/26/92, Instrument #9242338, a Supplemental Declaration recorded 2/28/93, Instrument #9313467, a Supplemental Declaration recorded 7/19/93, Instrument No. 9357209, a First Amendment recorded 8/20/91, Instrument #9145888, a Second Amendment recorded 2/24/92, Instrument #9210272 and by a Third Amendment recorded 5/3/04, Instrument #104054005, records of Ada County, Idaho (collectively the “Original Declaration”).

Whereas Eagle Pointe Homeowners’ Association, Inc. is dedicated to ensuring the beauty, safety and stability of the area, promoting neighborliness and pride among the residents, and it has become necessary to update the Original Declaration of Covenants, Conditions, and Restrictions for Melvin’s Eagle Pointe Subdivision – Nos. 1, 2, 3, 4, 5, and 6 which includes the Lots, parcels of Melvin’s Eagle Pointe Subdivision, as recorded in the records of Ada County and listed on the attached Exhibit “A” incorporated herein as if set forth in full, located in the City of Eagle, County of Ada, State of Idaho, hereinafter sometimes referred to as the "Property": See Attached Exhibit “A”

Now, therefore, consistent with: a.) the Original Declaration, b.) the organization of the Eagle Pointe Homeowners’ Association, Inc., an Idaho non-profit corporation formed under the provisions of the Idaho Non-Profit Corporations Act, vested with the duties and powers prescribed by law and set forth in the Articles of Incorporation of Eagle Pointe Homeowners’ Association, Inc. filed with the Idaho Secretary of State on March 22, 1991, and c.) the Bylaws of the Eagle Pointe Homeowners’ Association, Inc. prescribed by the members of the initial Board of Directors of the Corporation and modified by membership vote at a special meeting on November 11, 1995, **the Original Declaration is hereby amended and restated in its entirety to read as follows.**

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SECTION 1. DECLARATION

The current Owners, the Members of the Eagle Pointe Homeowners' Association, Inc., hereby declare that the Property shall be held, sold and conveyed, used, occupied, and improved subject to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Eagle Pointe Subdivision No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6 which is established for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property, and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 2. DEFINITIONS

As used in this Amended and Restated Declaration or in any Supplemental Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

- 2.1 **ACHD** shall mean and refer to the Ada County Highway District.
- 2.2 **Architectural Review Committee** (ARC) shall mean the Architectural Review Committee for the Subdivision.
- 2.3 **Architectural Review Committee (ARC) Standards and Guidelines** shall mean such rules and/or standards promulgated by the Architectural Review Committee as authorized herein.
- 2.4 **Articles** shall mean the Articles of Incorporation of the Association.
- 2.5 **Assessments** shall mean a payment required of Owners, including Regular, Special or Limited Assessments as provided in this Restated Declaration.
- 2.6 **Association** shall mean and refer to Eagle Pointe Homeowners' Association, Inc. a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the corporation.
- 2.7 **Board** shall mean the duly elected and qualified Board of Directors of the Association.
- 2.8 **Building** shall mean a structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary shall include all other appurtenances and Improvements thereto or used in connection therewith.
- 2.9 **Bylaws** shall mean the Bylaws of the Eagle Pointe Homeowners' Association, Inc., dated March 21, 1991, including any amendments thereto duly adopted.
- 2.10 **Common Area** shall mean all property, or interest therein, located within or outside of the boundaries of the Property in which the Association owns an interest or controls or which the Association is obligated to maintain, and which is owned, held, or maintained for the betterment of the Owners and Occupants of the Property.
- 2.11 **Common Facilities** shall mean and refer to the physical Improvements constructed upon Common Area, or upon the utility easement over each Lot including, without limitation, all Association owned street lights, sprinklers, fencing, landscaping and entry way signs (excluding street signs).
- 2.12 **Declarant** shall mean and refer to Max A Boesiger, Inc., an Idaho Corporation, and its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and as part of such conveyance, the Declarant assigns and transfers to such transferee the Declarant's rights with respect to such Lots.
- 2.13 **Dwelling** shall mean a Building intended for use as a single-family residence.
- 2.14 **Improvements** shall mean all structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items that are located totally on the interior of a Building and cannot be readily observed when outside thereof.
- 2.15 **Landscaped Boundary** shall mean the area in the right-of-way on Floating Feather Road, Edgewood Lane, and North Pebble Beach Way including the boundary fencing and landscaping at the entrances coming into the Property from Floating Feather Road and Edgewood Lane.

- 2.16 **Lot** shall mean and refer to all lots within and shown upon any recorded subdivision map of the Property, except the Common Area, and except for streets dedicated to the public as shown upon the recorded subdivision Plats.
- 2.17 **Member** shall mean and refer to each person or entity that is a member of the Eagle Pointe Homeowner's Association as defined by the Articles and Bylaws of the Association and this Restated Declaration.
- 2.18 **Mortgage** shall mean any mortgage or deed or other hypothecation of land located in the Property to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Restated Declaration shall be limited to a "first Mortgage" including a "first Deed of Trust" on a Lot.
- 2.19 **Mortgagee** shall mean the holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Restated Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.
- 2.20 **Occupant** shall mean any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.
- 2.21 **Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 2.22 **Plat** shall mean the final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.
- 2.23 **Property and or Subdivision** shall mean and refer to the real property consisting of Melvin's Eagle Pointe Subdivision (aka Eagle Pointe Subdivision) according to the official Plats thereof and every part, parcel, and Lot thereof.. The Property includes Melvin's Eagle Pointe Subdivision No, 1, No. 2, No. 3, No. 4, No. 5, and No. 6.
- 2.24 **Restated Declaration** shall mean these Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Eagle Pointe Subdivision No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6 and as it may be amended from time to time.
- 2.25 **Structure** shall mean anything constructed or erected, the use of which requires location on the ground or attachment, to something having a fixed location on the ground. Among other things, a Structure shall include a Building and a Dwelling.
- 2.26 **Supplemental Declaration** shall mean the additional or different conditions, covenants, conditions, restrictions and easements relating to Melvin's Eagle Pointe Subdivision recorded in the official records of Ada County, Idaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Restated Declaration" shall include "Supplemental Declaration."

Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

SECTION 3. GENERAL PROVISIONS

- 3.1 Severability: Invalidation of any provision of these covenants or restrictions by judgment or court order shall not affect any other provision hereof, which shall remain in full force and effect.
- 3.2 Amendment: This Restated Declaration may be amended at any time by a document signed by the President and Secretary of the Association affirming that such amendment was approved by fifty-one (51) percent of the Owners. No amendment to this Restated Declaration shall be effective until recorded.
- 3.3 To the extent the Original Declaration of Covenants, Conditions and Restrictions for Melvin's Eagle Pointe Subdivision – Phase I, and any Supplemental Declarations/Amendments thereto, the Articles or the Bylaws may conflict, the provisions of the Articles shall control.

SECTION 4. HOMEOWNERS' ASSOCIATION

Organization: The Eagle Pointe Homeowners' Association is an Idaho corporation formed under the provisions of the Idaho Non-Profit Corporations Act and is charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Restated Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Restated Declaration.

- 4.1 Membership: Each Owner of a Lot subject to the Restated Declaration by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships shall be appurtenant to the Lot owned to such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.
- 4.2 Voting: The Association will have two (2) classes of membership:
- a. Class A: Class A Members shall be the Owners, with the exception of Declarant, and shall be entitled to one (1) 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.
 - b. Class B: According to the Articles, the class B membership ceased and converted to Class A membership on January 1, 2000, or when the Declarant no longer owned any Lots within the Property subject to the Original Declaration, whichever event first occurred.
 - c. The Owner(s) of each Lot may, by notice to the Association, designate one person (who may not be an Owner) to exercise the vote for such Lot. Said designation shall be revocable at any time by notice to the Association by the Owner(s).
- 4.3 Powers and Duties of the Association
- a. The Association shall have all the powers and duties of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Restated Declaration.
 - b. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint. The Association, through the Board and said officers, shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Restated Declaration, the Articles, and the Bylaws and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the Common Areas and the performance of the other responsibilities herein assigned including, without limitation:
 1. Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager and/or agent.
 2. Association Rules. The power to adopt, amend, and repeal by majority vote of the Board, rules and regulations as deemed reasonable and which are consistent with this Restated Declaration, the Articles, and the Bylaws. A copy of the rules, as they may from time to time be adopted, amended, or repealed, shall be available to each Owner. Upon notice to Owners, via mail, email, or other manner delivered to Owners, said Association rules shall have the same force and effect as if they are set forth in and are a part of this Restated Declaration.
 3. Levy Assessments – see Section 5. Covenant & Lien for Assessments.
 4. Pay all federal, state, and local taxes levied against the Property and/or the Association.
 5. Street Lights: The Association shall maintain, operate, repair and replace street lights within the Property to the extent such street lights are not operated, maintained, repaired and replaced by the Highway District or other governmental entity, which has jurisdiction of such matters.

6. Provide and pay for water and other necessary services for the Landscaped Boundary and the Common Area – see Section 9. Common Area and Section 10. Landscaped Boundary.
 7. Acquire, pay for and maintain in effect continuous insurance coverage – see Section 13. Insurance.
 8. Emergency Powers. The right to enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired by the Association.
 9. Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and right-of-way in, on or under the Common Area as may be necessary.
 10. Appoint and remove members of the Architectural Review Committee – see Section 6. ARC.
- 4.4 The Association may retain the services of a professional organization, bank, credit bureau, attorney, accountant, or such other disinterested party or entity for the purpose of managing the Association, giving notice, and/or collecting the Regular, Special, Transfer Special, or Limited Assessments.

SECTION 5. COVENANT AND LIEN FOR ASSESSMENTS

Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay to the Association (1) Regular Assessments, and (2) Special Assessments, (3) Transfer Special Assessments, and (4) Fines/Limited Assessments; such Assessments to be established and collected as hereinafter provided. Notwithstanding any other provision in this Restated Declaration to the contrary, the Common Area shall not be subject to Assessments. No portion of any Assessment may be used to compensate any member of the Board.

- 5.1 Regular Assessments on each Lot shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas controlled by the Association, and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special Assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of Landscaped Boundary and Common Areas, fencing and landscaping thereon, lighting, water charges, repair and maintenance, legal and accounting fees, any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s). Computation of Regular Assessments shall take place not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association.
- 5.2 Special Assessment: The Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year, without the approval of two-thirds (2/3) of the Members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Special Assessments may be levied for the following purposes: In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to, costs of any construction, reconstruction, unexpected repairs or replacement of Improvements upon the Common Area, Landscaped Boundary, fencing, sprinklers, or any facility located thereon or an easement area controlled by the Association; the furnishing of a special service or services (other than those appropriate for a Limited Assessment); attorney's fees and/or litigation costs or other professional fees; any other expenses incurred or to be incurred as provided for in this Restated Declaration; or for any other reason, the Board shall determine the approximate amount necessary to defray such expense and levy a Special Assessment. In addition, each time a Lot within the Property changes ownership, the Association shall be paid an administrative fee. The amount of the administrative fee shall be determined by the Board. This administrative fee shall be used only for costs incurred and general Association purposes and no portion shall be required to be passes through to any third party.

5.3 Fines/Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment and/or fine against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the Association. In the case of Owner's damage to Common Area or other property owned and/or maintained by the Association by the negligence or willful misconduct, the cost of correcting such damage shall be charged as a Limited Assessment against the Owner and his/her Lot. No Limited Assessments and/or fines may be imposed upon a Member for a violation of the terms of this Restated Declaration by a Member unless the following requirements are complied with by the Board:

- a. The Board shall develop and adopt a Fine Assessment Procedure in compliance with the requirements of Idaho Code Section 55-3206 as amended from time to time.
- b. The Board may assess a fine up to Ten Dollars (\$10.00) or such other sum as set by the Board, per day, that the non-compliance remains uncorrected.
- c. The imposition of the fine shall not occur until the notice and meeting requirements of Idaho Code Section 55-3206 are complied with, as stated below.
- d. No fine may be imposed for a violation of the covenants and restrictions pursuant to the rules or regulations of the Association unless the authority to impose a fine is clearly set forth in the covenants and restrictions and:
 1. a majority vote by the Board shall be required prior to imposing any fine on a Member for a violation of any covenants and restrictions pursuant to the rules and regulations of the Association;
 2. written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Member at least thirty (30) days prior to the meeting;
 3. in the event the Member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the Member continues to address the violation in good faith until fully resolved;
 4. no portion of any fine may be used to compensate any Board member or agent of the Board; and
 5. no part of this section shall affect any statute, rule, covenant, bylaw, provision or clause that may allow the recovery of attorney's fees.

5.4 Personal Obligation: Each such Assessment, together with interest thereon at the legal rate, reasonable collection costs incurred by the Association for collection proceedings by a management company for the Association, and reasonable attorney fees shall also be the personal obligation of the Owner of such Lot at the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them, and in any event shall not relieve the Owner of his personal responsibility therefore, but unpaid Assessments shall constitute a continuing lien against the Lot until paid.

5.5 Collection of Assessments: Any Assessment not paid within thirty (30) days after the due date shall be assessed an additional late charge of \$25.00 per each month or portion thereof, plus interest from the due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as may be established annually by the Board. Each Assessment, when levied, shall automatically constitute a lien on and against the Lot to which the Assessment pertains. The Association may nonetheless file an affidavit of lien evidencing such lien at any time after the due date of the Assessment. Liens filed by the Association shall be subject to the requirements of Idaho Code Section 55-3207 as amended from time to time.

5.6 The Association may:

- a. bring an action at law against the Owner personally for the Assessment, late fee and interest due, and the costs of action;
- b. foreclose the lien against the Lot in conformance with Idaho Code Section 55-3207 as amended from time to time;
- c. use the enforcement procedures of the Bylaws, if any; and

- d. add the costs of collection including management and processing fees as well as reasonable attorney fees to the amount of the Assessment for enforced collection of an Assessment as permitted by law.
- 5.8 No Owner may waive or otherwise escape liability for the Assessments provided for herein by failure to use the Common Area or the Common Facilities or by the abandonment of his Lot.
- 5.9 Subordination of Liens to Mortgages: The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage, or deed of trust, 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. Such foreclosure shall not affect the personal liability of the Owner for such Assessments. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.
- 5.10 Rights of Mortgagees: Mortgagees shall not be required to collect Assessments on behalf of the Association.
- 5.11 Certificate: Upon written request by an Owner, and for a reasonable charge, the Association shall provide a certificate signed by an officer or representative of the Association setting forth whether the Assessments on a specified Lot have been paid.

SECTION 6. ARCHITECTURAL REVIEW COMMITTEE

Creation of Architectural Review Committee: In order to protect the quality and value of the homes built on the Property and for the continued protection of the Owners thereof, an Architectural Review Committee (ARC) is established consisting of three (3) or more Members appointed by the Board.

- 6.1 Approvals Required: No Building, fence, wall, shed, patio cover, privacy partition, window awning or other Structure of any type (visible above the fence line or from the street) shall be commenced, erected or maintained upon any Lot or Common Area, nor shall any exterior addition to or change or alteration of existing Improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the ARC may require shall have been submitted to and approved in writing by the ARC as to harmony of external design and location in relation to surrounding Structures and topography and as to conformity with the requirements of this Restated Declaration. In the event the ARC fails to approve, disapprove or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the ARC in such form as it may require, approval will not be required, and this Section will be deemed to have been fully complied with. If an Owner proceeds without approval with any construction work or changes that require an approval, the construction work or change may be subject to alteration and/or removal.
- 6.2 Rules: The ARC is hereby authorized to propose rules to govern its procedures including such rules as the ARC deems appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties to be heard on any matter before the ARC. Board approval is required for such rules and the approval will be documented in the minutes of the Board meeting. Once approved by the Board, the ARC is further hereby empowered to adopt such rules consistent with the provisions of this Restated Declaration with regard to matters requiring the ARC's approval including matters of design, materials, and aesthetic interest.
- 6.3 Fees: The ARC may establish by its adopted rules and with Board approval, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications to the ARC for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the ARC for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion including inspections which may be required.
- 6.4 The approval of any plans, drawings or specifications for any plans, Improvements or construction, the granting of any variances, or for any matter requiring the approval of the ARC, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

- 6.5 Variances: The ARC shall have the ability to grant variances in regard to specific cases as long as the variance is approved by the Board.
- 6.6 Liability: Neither the ARC nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the ARC or any members thereof, so long as the Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.
- 6.7 Review of Exterior Appearance, Walls, Etc.: The visual harmony and aesthetic appeal of the Property being of mutual concern to all Owners and having a direct bearing on the value of Lots and Improvements thereon, the ARC shall, without limiting the generality of the foregoing sections, have the right to review the texture, design and color scheme of the outside walls, fences, gates, screening devices, roofs, patio roofs, and covers of all Structures erected upon any Lot and to require basic landscaping and maintenance thereof. The Owner shall not repaint the outside walls, fences, and/or gates without prior approval of the ARC as to color and conformity. All open porches and patio roofs shall require the prior approval of the ARC. All front and side (in front of fence) yard landscaping shall be pre-approved by the ARC as well, including any xeriscaping plans.

SECTION 7. USE, MAINTENANCE AND BUILDING RESTRICTIONS

The use and maintenance of any Lot and the use, maintenance and construction of any Improvements thereon, shall be subject to the following requirements and restrictions:

- 7.1 Building Restrictions: No Building, Structure, or Improvement shall be constructed, erected, altered or maintained on any Lot, nor shall any portion of the Property be used, designed or intended to be used for any purpose other than a single family Dwelling, together with usual and appropriate Structures, if any, approved by the ARC. In no event shall a manufactured home be erected, placed or permitted to remain on any Lot. All Buildings must comply with the applicable ordinances of the City of Eagle.
- 7.2 No Improvement shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved in writing by the ARC in accordance with the provisions of Section 6 hereof, and comply with the applicable ordinances of the City of Eagle, in addition:
- a. All Buildings shall be of frame, stone, stucco or brick construction and, if other than stone or brick, shall be finished, painted and maintained in good repair.
 - b. No Dwelling shall be erected, altered, placed or permitted to remain on any Lot, which contains less than 1,400 square feet of living area; and if the Dwelling contains more than one story, the minimum square footage of living area at grade shall be 1,400 square feet. The square footage of living area shall be based on the interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garages.
 - c. No Dwelling shall exceed thirty-five (35) feet in height, above grade at its highest point. No other Structure shall exceed twenty-two (22) feet in height, above grade to its highest point, unless the ARC approves the same in writing.
 - d. Garages: Dwelling shall include a minimum of a 2 car garage which is an integral part of the Dwelling.
 - e. Setbacks: All Structures shall be subject to such setbacks as may be required by the City of Eagle and/or the ARC. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.
 - f. For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of the Dwelling provided however that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the Dwelling to encroach upon any other Lot. Open porches shall not be considered as a part of the Dwelling for purposes of this section, but any open porch shall, prior to construction, require the approval of the ARC.

- 7.3 Building Site - Subdivision: A Building site shall consist of at least one (1) Lot, or a parcel composed of more than one (1) Lot. No Lot shall be further subdivided. No parcel shall be subdivided or conveyed other than as a single indivisible parcel.
- 7.4 Exterior Maintenance: Owners of Lots shall be responsible for and perform all exterior maintenance upon such Lots and all Improvements thereon. No Building or Structure upon any Lot covered by this Restated Declaration shall be permitted to fall into disrepair and each such Building and Structure shall at all times be kept in good condition and repair and adequately maintained. Also refer to Section 7.8 Landscaping/re-landscaping.
- 7.5 Fences & Hedges: No fences, gates, or walls shall be constructed, erected, installed or maintained on any Lot unless specifically approved by the ARC in writing, in advance of construction, as to location, material, design and color. All fences, gates and hedges must comply with the applicable ordinances of the City of Eagle as to setbacks and location. All fences shall be a maximum of 6 feet in height, unless approved by the ARC. Chain link fences are not allowed unless they are in the backyard, not visible from street, and approved by the ARC.
- 7.6 Mining and Drilling: No derrick or other structure designed for use in boring or drilling for oil, natural gas or other products shall be erected, placed, permitted or maintained upon any portion of the Property, nor shall any oil, natural gas, petroleum, asphalt or other hydrocarbon product or substance be produced or extracted by or from any well upon, in or under said Property. No oil drilling, oil development operations, oil refining, mining, quarrying or other mineral excavation or similar activity shall be permitted on or under any part of the Property, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or drifts be permitted upon or in any Lot. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot, unless and only to the extent, such excavation is necessary in connection with the construction of an approved Structure thereon.
- 7.7 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, domestic cats or other household pets may be kept for an Owner's personal use, provided:
- a. Such animals are not bred or maintained for any commercial purpose.
 - b. No more than two (2) dogs and/or two (2) cats may be kept on a Lot.
 - c. Any such household pets shall be properly restrained and controlled at any time they are within the Property. When such household pets are off an Owner's Lot, each household pet shall be on a leash. It shall be the obligation of Owners to control their animals in accordance with the Rules and Regulations from time to time adopted by the Board.
 - d. Any kennel for animals, which is constructed or maintained on any Lot, shall be screened from view in a location in the backyard and of construction approved by the ARC, located and maintained in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners; and maintained in a clean, odor free and insect free manner.
 - e. "Household pets" as permitted hereby shall not include livestock, poultry, swine, or waterfowl.
 - f. Notwithstanding the foregoing, household pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners. Barking dogs are considered a nuisance. All complaints must be directed to city or county animal control.
- 7.8 Landscaping/re-landscaping: All front, side and rear yards shall be landscaped and maintained in a professional manner including, but not limited to, lawns cut, fertilized, weed and clover free, shrubs trimmed, rubbish and debris removed and otherwise maintained in a neat and aesthetically pleasing condition. All landscaping must comply with the applicable ordinances of the City of Eagle. Xeriscaping of front yards will be considered by the ARC. Prior to any major re-landscaping, a landscaping plan must be submitted in writing to the ARC for written approval; all plans must be submitted for review and approval before any work is done. Also refer to Section 7.4 Exterior Maintenance and Section 7.10 Landscaping during/after Construction/Reconstruction.
- 7.9 Construction/Re-Construction: During the course of re-construction of the Dwelling and/or any construction or the addition/removal of any portion of the Dwelling or Improvements thereof on any Lot, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any

street or on any Lot. No trailer, tent, shed, garage, barn or other unattached Structure shall be parked and/or erected on a Lot for use as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No Building of any kind shall be erected or maintained on a Lot prior to the re-construction of the Dwelling thereon. The re-construction/construction work shall be prosecuted diligently and continuously from the time of commencement thereof until such construction work is fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

- 7.10 Landscaping during/after Construction/Re-Construction: Prior to the completion of the re-construction of the Dwelling and/or any construction of the addition/removal of any portion of the Dwelling or Improvements upon any Lot, the Owner shall submit a landscaping plan to the ARC for written approval. Once approved, the Owner shall landscape such Lot in conformance with the landscape plan approved by the ARC within thirty (30) days after substantial completion of the construction provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the ARC (but shall be completed no later than the next April 30th following occupancy). During the re-construction and/or the construction of Improvements and/or additions/removal thereof, the Owner shall remove weeds and maintain the Lot in a clean and safe condition free of debris or any hazardous condition.
- 7.11 Unsightly Structures, Property or Practices: No unsightliness shall be permitted on any Lot. All unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view. Facilities for hanging, drying or airing clothing or household fabrics shall be screened from view in the backyard.
- 7.12 Basketball backboards or posts shall not be installed without prior approval of the ARC as to materials and positioning. At a minimum, backboards shall be constructed of Plexiglas or acrylic materials and shall be supported by metal posts. Backboards must be perpendicular to and adjacent to the driveway or to the side of the house. Portable basketball stands must have a backboard constructed of Plexiglas or acrylic materials and must not be put on public owned sidewalks and/or streets and must be kept in an upright position and maintained in good condition.
- 7.13 All play Structures, trampolines, pools or other Structures of this sort, shall be placed a minimum of 5 feet from all property lines so as not to impact your neighbor.
- 7.14 All refuse, garbage and trash shall be kept at all times in covered reasonably noiseless containers, which shall be kept and maintained, within an enclosed Structure or appropriately screened from view except when necessarily placed for pick up by garbage removal service not to exceed 24 hours in any one (1) week period (Monday through Sunday).
- 7.15 No rubbish or debris shall be placed or permitted to accumulate anywhere on the Property. No storage/compost piles, lumber, grass, shrubs or tree clippings or scrap, refuse, trash or other materials shall be kept, stored or allowed to accumulate on any Lot unless screened from view behind a solid fence in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners.
- 7.16 Windows shall only be covered by drapes, blinds, shades or shutters and shall not be painted, covered by foil, cardboard, sheets or other similar materials.
- 7.17 No portion of any Lot, or any Structure thereon shall be used for the conduct of any trade or business or professional activities. No business or home occupation shall be conducted from any Lot, except that a home office may be maintained provided that such use is not apparent from the exterior of the Structure and such use does not generate third party traffic.
- 7.18 Noxious or undesirable acts or undesirable use of any portion of the Property is prohibited and shall not be permitted or maintained.
- 7.19 Noise/Nuisance: No noise or other nuisance shall be permitted to exist or operated on any portion of the Property so as to be offensive or detrimental to the Property or to its Occupants or to any Property in the vicinity or its Occupants.
- 7.20 Boats, Campers and Other Vehicles: Trailers, travel trailers, pick-up trucks or work trucks larger than one (1) ton, commercial box trucks or vans, boats, tractors, campers, utility trailers, buses, recreation vehicles

including, but not limited to, all-terrain vehicles, motorcycles, jet skis, snowmobiles, garden or maintenance equipment and vehicles other than automobiles, shall be kept at all times in an enclosed Structure or screened from public view and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Property. "Screened from public view" is defined as being located behind a solid 6-foot fence. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles. The majority of the garage shall be used for the parking of vehicles. No inoperative or unlicensed vehicle shall be parked or stored at any time within the Property unless parked inside the garage or screened from view behind a solid six (6) foot fence.

a. Notwithstanding the foregoing, boats, trailers, campers, motor homes or similar recreational vehicles may be parked in front of the house or in the driveway for a period not to exceed 30 hours in duration, nor more than 60 hours in any seven (7) day period, for the immediate use by an Owner, being prepared for use, or being prepared for storage after use.

b. Vehicles of any kind may not be parked on a Lot or in front of the house while being prepared or held for rental purposes (refer to Section 7.17) nor for storage nor for use as living quarters.

7.21 Exterior Antennas: No exterior radio antennae, television antennae, satellite dish antennae or any other antennae of any type shall be erected or maintained on the Property until the specifications and location is submitted to and approved in writing by the ARC. However, if the satellite dish or antenna is less than 39.37" in diameter and is to be located on the side of house or under an eave and out of sight from the street, it may be installed without approval.

7.22 Signage: Not more than one (1) sign, shall be allowed on any Lot at any one time advertising the property for sale or rent. During the time period of an Open House, signs may be used to direct people to the house. No sign of any kind shall be displayed to the public view more than six (6) square feet in size. Political signs will be allowed on a Lot no more than 30 days ahead of Election Day and must be taken down within one week afterwards. Professional signs may be placed upon the subject Lot while work is underway but must be removed upon completion of work/construction. No signs shall be placed or maintained upon the Common Area or upon the Landscaped Boundary, except signs placed by the HOA for the purpose of notification(s).

7.23 Exterior Lighting: No exterior lighting shall be installed, operated, or maintained on any Lot, Structure or fence thereon, which is offensive or detrimental or interferes with the use and enjoyment of adjacent Lots or their Occupants without prior written approval of the ARC. All exterior lighting shall be in compliance with the applicable ordinances of the City of Eagle.

7.24 Mail Boxes: Each Lot shall have a uniform mailbox and support structure, maintained in good repair and replaced as needed by Owner. Replacement mailbox and/or post must be the same type and material as the original.

7.25 Sewage Disposal: No septic tank or other individual sewage disposal system shall be constructed or installed on any Lot.

7.26 Holiday Lights: Winter holiday decorations and lighting displays are permitted starting on November 1st of each year and must be removed by January 15 of the following year, weather permitting. Any other holiday decoration (such as Halloween, Easter, etc.) are permitted up to 15 days prior to the holiday and must be removed within one week after the holiday.

7.27 Roofs: All roofing material and colors must be approved by the ARC before installation.

7.28 Exterior Energy Devices: No energy production devices including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the ARC. If approved, all solar panels shall be flush to the roof, coordinated with the roof color and if possible, located on the side or rear of the roof not facing the street. All solar panel installations will be pursuant to Idaho Code Section 55-3208 as amended from time to time.

7.29 The display of: (a) the flag of the United States or America, (b.) the flag of the state of Idaho, (c.) the POW/MIA flag, or (d.) an official or replica flag of any branch of the United States armed forces, shall be in compliance with Idaho Code 55-3210 as amended from time to time.

7.30 Plat Conditions. All covenants, conditions and restrictions and other matters set forth on all Plats are hereby incorporated by reference and notice is hereby given of the same.

SECTION 8. ENFORCEMENT

The Association has the power and authority in its own name, on its own behalf, to commence and maintain the actions and suits to restrain and enjoin any breach or threatened breach of the Articles, the Bylaws, or this Restated Declaration, including the Association rules adopted pursuant to this Restated Declaration, and to enforce by mandatory injunction or otherwise, all provisions thereof.

- 8.1 Authority to Enforce: The provisions of this Restated Declaration may be enforced by any of the following persons or entities under the procedure outlined herein:
- a. the Board as to all matters,
 - b. the Owner of any Lot adversely affected, but only after written demand is made on the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein, and/or
 - c. the Association.
- 8.2 Methods of Enforcement: Subject to the provisions of this Section 8, the following methods of enforcement may be utilized:
- a. Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts of an executory nature, or such other remedies at law and equity which may be available in a court of law.
 - b. The Association through its Board and/or agents shall have the authority to take appropriate corrective action against the Owner of any Lot pursuant to this Section 8.1 above.
 - c. The Association has the right to fine Owners for violations as stated above provided that the requirements of Idaho Code Section 55-3206 are followed.
- 8.3 Limitations on Enforcement: The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned interest on account of the failure of the Owner to comply with provisions of this Restated Declaration except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay Regular, Special, or Limited Assessments duly levied by the Association.
- 8.4 Fees and Costs: The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment or decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney's fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.
- 8.5 Failure to Enforce: Neither the Association, the Board, nor the ARC shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage to property, economic detriment or for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Restated Declaration, shall not be deemed a waiver of the right to subsequently do so.

SECTION 9. COMMON AREA

The Common Area within the Property shall include Lot 1, Block 1 in Melvin's Eagle Pointe Subdivision No. 1, Lot 1, Block 10 and Lot 1, Block 11 in Melvin's Eagle Pointe Subdivision No. 4, and Lot 19, Block 10 in Melvin's Eagle Pointe Subdivision No. 6 according to the Plats of the Property on file in the office of the recorder of Ada County, Idaho, together with Association owned easements and rights-of-way as shown upon the recorded Plats.

- 9.1 Every Owner has a right and non-exclusive easement of enjoyment in and to the Common Area and Common Facilities, which shall be appurtenant to, and shall pass with the title to every Lot subject to the following provisions:

- a. Rules and Regulations: The Board shall have the right from time to time to adopt rules and regulations regulating the use and enjoyment of the Common Area and Common Facilities including the right to limit the number of guests and charge admission and other fees for the use of any Common Area.
 - b. Use of Common Area: No portion of the Common Area or any Structure thereon shall be used for the conduct of any trade or business or professional activities. No business or home occupation shall be conducted from the Common Area.
 - c. Noxious or undesirable acts or noxious or undesirable use of any portion of the Common Area is prohibited and shall not be permitted or maintained.
 - d. Delegation: Any Owner may license or delegate his right of enjoyment of the Common Area and Common Facilities to the members of his family, his tenants, or contract purchasers who reside on the Property, subject to the provisions of this Restated Declaration.
- 9.2 Easements: The Association shall have the right to grant easements in the Common Area for utilities and similar purposes;
 - 9.3 Dedication: The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) of the votes of the Members of the Association.
 - 9.4 The Association may not convey or change the use of the Common Area or Common Area Facilities without the prior written approval of the Eagle City Council. The Association shall at all times comply with the open space, pressurized irrigation, and drainage requirements of the City of Eagle.
 - 9.5 Among its other responsibilities, the Association shall be responsible for maintenance of all Common Area and Common Facilities. The Association may employ the services of a manager and other personnel to carry out such responsibilities. Such Common Area and Common Facilities shall be maintained in a neat, landscaped and becoming manner.

SECTION 10. LANDSCAPED BOUNDARY

The Landscaped Boundary was provided by the developer.

- 10.1 Landscaped Boundary Maintenance: The Association owns and shall maintain, repair and replace the Improvements located upon the Landscaped Boundary, including the fence, sprinkler system and landscaping located upon the Landscaped Boundary on Floating Feather Road, Edgewood Lane, and North Pebble Beach Way, and including the fencing and the landscaping at the entrances coming into the Property from Floating Feather Road and Edgewood Lane as the Board deems necessary and/or appropriate.
- 10.2 Owners whose Lots are adjacent to the Landscaped Boundary shall maintain their landscaping, use and sprinklers in order to protect the integrity of the fence, sprinkler system, and landscaping.
- 10.3 Cost of repairs needed for Landscaped Boundary, including the fence, sprinkler system, and landscaping located thereon, due to damages caused by Owner’s negligence, will be assessed to said Owner.
- 10.4 Cost of repairs needed for Landscaped Boundary, including the fence, sprinkler system, and landscaping located thereon, due to damages caused by others will be pursued for reimbursement by the Association and, if not recovered, will be covered by the Association.

SECTION 11. EASEMENTS

- 11.1 Easements for utilities and drainage facilities are reserved as shown on the recorded Plats and shall be maintained by the Owner.

SECTION 12. STORM WATER DRAINAGE EASEMENT

Ada County Highway District Storm Water and Drainage Easement: The ACHD has a perpetual storm drainage easement and an easement for inspection and emergency maintenance of the storm drainage facilities upon Lot 19, Block 10, as provided, shown and described on the recorded Plat of Melvin’s Eagle Pointe Subdivision No. 6.

- 12.1 The easement includes the right to construct, install, maintain and replace a Storm Water Drainage and Retention System, together with the right of access thereto.
- 12.2 The Storm Water Drainage and Retention System includes swale, street gutters, drop inlets, storm drain pipes and all related facilities.
- 12.3 Said Lot is Common Area and an open space Lot for the purpose of recreation owned and maintained by the Eagle Pointe Homeowner's Association, Inc.

SECTION 13. INSURANCE AND BOND

- 13.1 Required Insurance: The Association shall obtain and keep in full force and effect at all times insurance coverage provided by companies duly authorized to do business in Idaho:
 - a. A comprehensive policy of public liability insurance covering all of the Common Areas and Common Facilities. If available, such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an 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. Coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
 - b. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the ARC and other committees, as may be appointed from time to time by the Board in such amount as may be reasonable on the premises.
- 13.2 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. 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.
- 13.3 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. The provisions of this Section 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.
- 13.4 Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of any state or federal regulatory agency having jurisdiction thereof.

IN WITNESS WHEREOF, THE undersigned Owners, representing not less than seventy five percent (75%) of the votes of membership in Eagle Pointe Homeowner's Association, Inc., execute this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Melvin's Eagle Pointe Subdivision on this _____ day of _____, 20____.

Signature _____

Printed name: _____
President, Melvin's Eagle Pointe Subdivision

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the President of Eagle Pointe Homeowner's Association, Inc., an Idaho non-profit corporation, the corporation that executed the within instrument, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that 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.

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

Signature _____

Printed name: _____
Secretary, Melvin's Eagle Pointe Subdivision

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the Secretary of Eagle Pointe Homeowner's Association, Inc., an Idaho non-profit corporation, the corporation that executed the within instrument, and 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.

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

Signature _____

Owner/Member

Printed name: _____

Owner of Lot _____, Block _____

Melvin's Eagle Pointe Subdivision No. _____

STATE OF _____)

:ss.

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a Member of Eagle Pointe Homeowner's Association, Inc. and the person who subscribed said Member's name to the foregoing instrument, and acknowledged to me that _____ executed the same.

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

NOTARY PUBLIC FOR _____

Residing at _____

My Commission Expires _____

Signature _____

Owner/Member

Printed name: _____

Owner of Lot _____, Block _____

Melvin's Eagle Pointe Subdivision No. _____

STATE OF _____)

:ss.

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a Member of Eagle Pointe Homeowner's Association, Inc. and the person who subscribed said Member's name to the foregoing instrument, and acknowledged to me that _____ executed the same.

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

NOTARY PUBLIC FOR _____

Residing at _____

My Commission Expires _____

EXHIBIT "A", attached hereto and made a part hereof.

MELVIN'S EAGLE POINT SUBDIVISION, PHASE 1 according to the official plat thereof, recorded as Instrument No. 9107233 on the 11th day of February, 1991, records of Ada County, Idaho; and

MELVIN'S EAGLE POINT SUBDIVISION, PHASE 2 according to the official plat thereof, recorded as Instrument No. 9150425 on the 10th day of September, 1991, records of Ada County, Idaho; and

MELVIN'S EAGLE POINT SUBDIVISION, PHASE 3 according to the official plat thereof, recorded as Instrument No. 9212919 on the 4th day of March, 1992, records of Ada County, Idaho; and

MELVIN'S EAGLE POINT SUBDIVISION, PHASE 4 according to the official plat thereof, recorded as Instrument No. 9240306 on the 19th day of June, 1992, records of Ada County, Idaho; and

MELVIN'S EAGLE POINT SUBDIVISION, PHASE 5 according to the official plat thereof, recorded as Instrument No. 9313225 on the 23rd day of February, 1993, records of Ada County, Idaho; and

MELVIN'S EAGLE POINT SUBDIVISION, PHASE 6 according to the official plat thereof, recorded as Instrument No. 9355386 on the 14th day of July, 1993, records of Ada County, Idaho.