

After Recording
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P.O. Box 829
Boise, ID 83701

Moffatt Thomas Barrett
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 SP -5 PM 3: 28

RECORDED - REQUEST OF
FEE *24-* DEPUTY *MT*

100071062

75/7792

THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE SPRINGS SUBDIVISION

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Eagle Springs Subdivision (this "Amendment") is made this 28 day of August, 2000, by Deer Valley and Associates Limited Partnership, an Idaho limited partnership ("Grantor" and "Class B Member") and Eagle Springs Homeowners' Association, Inc., an Idaho non-profit corporation ("Association").

RECITALS

- A. The property potentially subject to this Declaration is approximately 95 acres in the County of Ada, State of Idaho, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). Grantor intends to develop the Property in multiple development phases. The initial development Phases of the Property made subject to this Declaration are more particularly described on Exhibit B, attached hereto and made a part hereof.
- B. Grantor and Association are the owners of, or have an interest in the Property.
- C. On October 11, 1995, Grantor caused to be recorded against the Property, as Instrument Number 95074402, that certain Declaration of Covenants, Conditions and Restrictions for Eagle Springs Subdivision, which was amended on July 7, 1998 by that certain First Amendment to Declaration of Covenants and Restrictions for Eagle Springs Subdivision recorded as Instrument Number 98065153, and which was amended on March 15, 1999 by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Eagle Springs Subdivision recorded as Instrument Number 99024791 (collectively, the "Declaration").
- D. Pursuant to Article XV of the Declaration, Grantor and Association have the right to amend the Declaration.
- E. On July 26, 2000, Association held a special meeting where this Amendment was approved by the vote or written consent of Owners representing more than sixty-six (66) percent of the votes in the Association.
- F. Grantor and the Association now desire to amend the Declaration as set forth below, and declare the Property, and each lot, parcel or portion thereof, is, and/or shall be, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions hereinafter set forth.

NOW THEREFORE, Grantor and Association hereby declare the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest, Association, and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

1. Paragraph 4.2.1 of the Declaration shall be deleted and replaced in its entirety as follows:

4.2.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure of frame, stone or brick construction, containing a minimum of three (3) bedrooms and two (2) bathrooms and two (2) car garage. In Phases One, Two and Three no one (1) story single-family structure shall have a floor area of less than one thousand three hundred fifty (1,350) square feet, exclusive of garages, patios, breezeways, storage rooms, porches, and similar structures and no two (2) story single-family structure shall have a floor area of less than one thousand five hundred fifty (1,550) square feet, exclusive of garages, patios, breezeways, storage rooms, porches and similar structures. In Phase Four no one (1) story single-family structure shall have a floor area of less than one thousand seven hundred (1,700) square feet, exclusive of garages, patios, breezeways, storage rooms, porches, and similar structures and no two (2) story single-family structure shall have a floor area of less than two thousand (2,000) square feet, exclusive of garages, patios, breezeways, storage rooms, porches and similar structures. In Phase Five, for Lots 1 through 21, Block 14 and Lots 29 through 34, Block 3, no one (1) story single-family structure or two (2) story single-family structure shall have a floor area of less than one thousand nine hundred (1,900) square feet, exclusive of garages, patios, breezeways, storage rooms, porches, and similar structures. Also in Phase Five, for Lots 35 through 53, Block 3; Lots 61 through 65, Block 4; and Lots 1 and 2, Block 15, no one (1) story single-family structure or two (2) story single-family structure shall have a floor area of less than two thousand four hundred (2,400) square feet, exclusive of garages, patios, breezeways, storage rooms, porches and similar structures. No single-family structure shall be higher than thirty-five (35) feet.

2. The legal description contained in Exhibit B attached to the Declaration shall be deleted in its entirety and replaced as follows:

EXHIBIT B

LEGAL DESCRIPTION OF PHASES ONE, TWO, THREE, FOUR AND FIVE OF THE PROPERTY

A portion of the W ½, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision recorded as Instrument No. 95018423, in the records of Ada County, Idaho; and

A portion of the NW ¼, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision No. 2 recorded as Instrument No. 95029539, in the records of Ada County, Idaho, EXCEPT Lot 9, Block 9 of Brenson Subdivision No. 2.

A portion of the W ½, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision No. 3 recorded as Instrument No. 97106646, in the records of Ada County, Idaho.

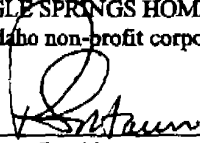
A portion of the NW ¼, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision No. 4 recorded as Instrument No. 98116487, in the records of Ada County, Idaho.

A portion of the NW ¼ and the SW ¼, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision No. 5, recorded as Instrument No. 100020696, in the records of Ada County, Idaho.

Upon the recording hereof, the terms and provisions set forth in the Declaration recorded as Instruments Numbered 95074402, 98065153 and 99024791, shall be amended by the terms hereof.

IN WITNESS WHEREOF, the parties hereto have set our hands this 28 day of August, 2000.

EAGLE SPRINGS HOMEOWNERS' ASSOCIATION, INC.,
an Idaho non-profit corporation

By: 
Its: President

ATTEST:

By: 
Its: Secretary

DEER VALLEY AND ASSOCIATES LIMITED PARTNERSHIP,
an Idaho limited partnership

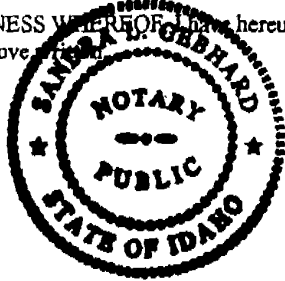
BY: BRENSON CORPORATION, an Idaho
corporation, its general partner

By: 
James P. Brennan, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 29 day of August, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Harris and Robert E. Hullar, known or identified to me to be the President and the Secretary of EAGLE SPRINGS HOMEOWNERS' ASSOCIATION INC., the corporation that executed the instrument or the persons 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.

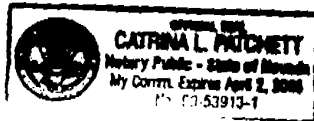


Sandra J. Gebhard
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 7/21/04

STATE OF Nevada)
) ss.
County of Clark)

On this 30th day of August, ~~1999~~ 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES P. BRENNAN, known or identified to me to be the President of BRENSON CORPORATION, the general partner for DEER VALLEY AND ASSOCIATES LIMITED PARTNERSHIP, that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership 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.



Catrina L. Pachett
Notary Public for Nevada
Residing at 6321 Carrater Ridge
My commission expires: April 2, 2003

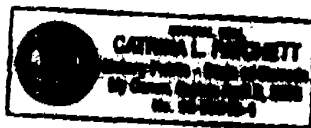
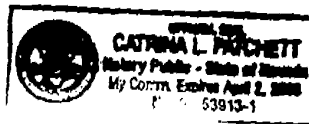
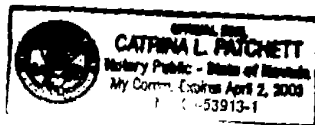


EXHIBIT B

LEGAL DESCRIPTION OF PHASES ONE, TWO, THREE, FOUR AND FIVE OF THE PROPERTY

A portion of the W $\frac{1}{2}$, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision recorded as Instrument No. 95018423, in the records of Ada County, Idaho; and

A portion of the NW $\frac{1}{4}$, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision No. 2 recorded as Instrument No. 95029539, in the records of Ada County, Idaho, EXCEPT Lot 9, Block 9 of Brenson Subdivision No. 2; and

A portion of the W $\frac{1}{2}$, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision No. 3 recorded as Instrument No. 97106646, in the records of Ada County, Idaho.

A portion of the NW $\frac{1}{4}$, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision No. 4 recorded as Instrument No. 98116487, in the records of Ada County, Idaho.

A portion of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$, Section 11, T. 4 N., R. 1 E., B.M. Ada County, Idaho, as depicted on that certain plat of subdivision known as Brenson Subdivision No. 5, recorded as Instrument No. 100020696, in the records of Ada County, Idaho.

thence South 45°43'17" West 168.00 feet (formerly South 44°45'00" West) to an iron pin;

thence North 44°21'43" West 275.00 feet (formerly North 45°20' 00" West) to an iron pin marking a point of curve;

thence along a non-tangent curve to the left 39.19 feet, said curve having a central angle of 3°28'53", a radius of 645.00 feet, tangents of 19.60 feet, and a long chord of 39.19 feet bearing South 43°53'51" West to an iron pin marking a point of ending of curve;

thence North 47°50'36" West 50.00 feet (formerly North 48°48'58" West) to an iron pin;

thence North 40°37'01" West 661.54 feet (formerly North 41°45'00" West) to an iron pin;

thence South 83°12'18" West 120.33 feet (formerly South 82°14'19" West) to an iron pin;

thence North 06°47'42" West 75.00 feet (formerly North 07°45'41" West) to an iron pin;

thence South 83°12'18" West 290.00 feet (formerly South 82°14'19" West) to an iron pin;

thence South 06°47'42" East 46.00 feet (formerly South 07°45'41" East) to an iron pin;

thence South 83°12'18" West 320.00 feet (formerly South 82°14'19" West) to an iron pin;

thence leaving said Southerly boundary and a long the Westerly boundary of said Sage Acres Ranchettes, North 06°47'42" West 982.72 feet (formerly North 07°54'41" West) to an iron pin on the Southerly right-of-way of Prairie Road;

thence leaving said Westerly boundary and a long said Southerly right-of-way North 88°58'02" West 237.11 feet (formerly 236.29 feet) to an iron pin on the Easterly right-of-way of State Highway 55;

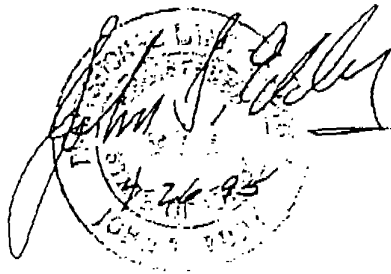
thence leaving said Southerly right-of-way and along said Easterly right-of-way South 01°13'57" West 2536.07 feet (formerly South 0°19' West) to the point of beginning, comprising 95.29 acres, more or less.

SUBJECT TO:

All existing easements and road rights-of-way of record or appearing on the above-described parcel of land.

Prepared by:

PACIFIC LAND SURVEYORS



JTE:EDM

John T. (Tom) Eddy, P.L.S.