

7086 Eng. Point Rd

FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS

The undersigned owner hereby declares, adopts and imposes the First Amended and Restated Declaration of Protective Covenants which restate and supersede the Declaration of Protective Covenants recorded as Instrument No. 1986335, records of Kootenai County, Idaho, for the subdivision known as

EAST WAVERLY LOOP HOMEOWNERS ASSOCIATION

1. USE OF INDIVIDUAL LOTS:

No lot shall be used except for single family residential purposes. No lot shall be further subdivided for the purpose of creating more than one building site for each platted lot. No noxious, illegal or offensive use of the property shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be, or become, an annoyance or nuisance to the neighborhood, including continually barking dogs.

No grantee under any conveyance, owner, tenant, or other person shall at any time conduct or permit to be conducted on any lot, any trade or business of any kind, either commercial or religious, including, but not limited to, day care, school, nursery, out-patient, treatment, rehabilitation or recovery facilities, except for real estate related business, nor shall said premises be used for any other purpose whatsoever; except for the purpose of a private dwelling or residence for one family. Home occupations of family members, which have no exterior visibility, are not prohibited provided they are conducted totally within the residence, are not open to the public, have no employees and do not generate extra vehicular traffic or street parking. The undersigned Owner and its agents shall have the right during development phase to use and maintain model homes and/or display and/or sales offices and/or temporary construction or sales trailers.

Except for snow removal equipment, no lawn mower, chain saw or other loud noise generating device shall be operated between the hours of 8:00 p.m. to 8:00 a.m. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot and except for not more than three household pets, provided they are not kept, bred or maintained for commercial purposes and are contained within the lot boundary or constrained on a leash. Permanent or seasonal storage of snowmobiles, ATVs, motorized vehicles, boats, trailers, campers or

KC GOV. 115

Homeowners Association shall have the power and authority to enter into agreements with other persons, associations, entities and agencies for the accomplishment of its goals.

Homeowners Association shall have the power to assess for any costs or charges under this Declaration.

8. ROADS:

All roads, except single-lot driveways, shown on the plat are private roads and shall be maintained by East Waverly Loop Homeowners Association, Inc. The association may join with associations of adjacent land for joint maintenance. All road right-of-ways are hereby designated as easements for utilities such as water, sewer, electricity, telephone, cable television and natural gas.

The side slopes of any roadways or driveways shall be constructed with minimal impact as possible to the angle of repose of the land. After construction, the fill slopes and cut banks shall be seeded using a naturalizing seed blend, as per water and erosion control design professional specifications. Reseeding shall be completed within one week of finish grade. If finish grade is not completed by September 15th, all disturbed areas shall be seeded and mulched regardless of their state of completion. The Homeowners Association shall be responsible for the general maintenance and improvements of the roads within the subdivision, and maintenance and improvement of the common area. Assessments and dues of the general maintenance and general improvements will include snow plowing, grading and the like. Exempt from paragraph 8 is Lot 14.

9. SEPTIC AND DRAIN FIELD:

Each resident shall be entitled to one residential unit hook up to the drain field from the Homeowners Association. All owners are responsible for their pro rata share of the cost and maintenance of the drain field based upon the number of septic systems utilizing the drain field. If it is determined by Idaho On-Site Services, Inc., that an owner or owners have violated its rules and damaged the sewage disposal system, such owner or owners are solely responsible to pay for the repairs occasioned thereby and the Association shall have a lien on the property of such owner or owners to secure the obligation. Individual property owners are responsible for the cost and maintenance of their own septic tanks. All owners shall execute a septic tank and pump maintenance agreement with R. C. Worst & Company, Inc. Each owner shall be liable to the Homeowners Association for damages resulting from said owner's use which results in contamination of the community portion of the system.

10. WAVERLY LOOP:

Homeowners must be able to access their property from Waverly Loop. It shall not be blocked in any manner, except one way may be blocked during construction of a new residence or during infrastructure construction or repair, and only with prior written approval of the Architectural Control Committee.



Serving the Inland Northwest Since 1963

R.C. Worst & Company Inc.
625 Best Avenue
Coeur d'Alene, ID 83814-3740
Phone: (208)864-2133
Fax: (208)687-8775

September 29, 2005

Michael Keese
English Point Partners LLC / Emerald Bay Group LLC
5618 E Wavarty Loop
Hayden Lake, ID 83835

*Original
Near as was
the R.C. Worst*

Subject: Community Wastewater Disposal System Completion

Mr Keese,

This letter is confirmation that R.C. Worst & Company, Inc. and our subcontractors have been paid in full for work done on the community wastewater disposal and collection system serving the following

TOTS: *(outstanding bills)*

00B-019-0: Lot 19, First Addition to Block B, English Point Building Sites

00B-18-A: Lot 18, First Addition to Block B, English Point Building Sites and Tax # 19997

00B-17-0: Lot 17, First Addition to Block B, English Point Building Sites

00B-16-A: That portion of Lot 16, First Addition to Block B, English Point Building Sites and the area between Lot 16 and the legal high water line of Hayden Lake designated Tax # 19999

00B-15-A: Lots 15, English Point Building Sites and that portion of Lot 16, First Addition to Block B, English Point Building Sites and the area between Lot 15 and the legal high water line of Hayden Lake designated Tax # 19998.

00B-14-A: Lot 14, Block B, English Point Building Sites and Tax # 19996

The community wastewater system includes the two drip fields located on an easement above the lots described above, the transport line(s) connecting all of the above lots including one connection point for each lot, and the electrical system required to control the drip dose pump and alarm systems associated with the two drip fields,

Each lot will be individually responsible for installing the treatment package, pump system(s) and pipe line connecting the individual pump system to the connection point to the main transport line designated for each lot. This letter is in no way indicating payment has been made for the individual equipment and installation of that equipment as described in this paragraph.

Thank you,

Allen Worst

(480) - 883 - 6633

1-208

Suzanne

241-4607

208-660-3219
208-720-4369

1.1m. 11
6256

FRAME & SMETANA, P.A.
CONSULTING ENGINEERS
603 North 4th Street
Phone (208) 664-2121 - Fax (208) 765-5502
COEUR D'ALENE, IDAHO 83814

September 28, 2005

William A. Spring
3120 E. Crest Shadows Drive
Tucson, AZ 85718

RE: COMMON SEPTIC FIELD AND LATERALS SERVING LOTS 14-19,
ENGLISH POINT REPLAT/WAVERLY LOOP DRIVE - OUR PROJECT E65

Dear Mr. Spring:

In response to your request, I have reviewed our charges/billings for the above referenced project. We submitted a progress billing for services through August 31, 2005. This statement was paid in full on September 19, 2005 by English Point Partners LLC, check #153.

The final billing for charges through September 12, 2005, was paid in full on September 28, 2005 by English Point Partners LLC, check #156.

If you have any questions, please contact me.

Sincerely,

Russell G. Honsaker, P.L.S.

RGH:gg
xc: Michael Keese

SURVEYING & LAND MANAGEMENT
IDAHO, WASHINGTON
& MONTANA

PHONE 772-2293
FAX 772-8231

DURTSCHI & ASSOCIATES, INC.
P.O. BOX 700
9751 GOV'T WAY, SUITE 5
HAYDEN LAKE, IDAHO 83835



September 29, 2005

TO WHOM IT MAY CONCERN:

Re: English Point Partners, L.L.C., Emerald Bay Group, Stephen Parker and/or Michael
Keese
Waverley Loop Development - Lots 14-19 English Point Building Sites Project

This letter serves to confirm that there are no amounts owing our office for the work we
contracted for on the above listed project.


James W. Stillinger, PLS 5078

Michael Keese
Bill Spring - Fax No. 520-577-7250
3120 Crest Shadow Drive
Tucson, AZ 85718

Job No.s 3533, 3563, 3614 & 3822