

Re-recording
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PHASE 2 SUPPLEMENT
TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVER RUN

THIS PHASE 2 SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER RUN (hereinafter referred to as "Phase 2 Supplement") is made this 6 day of August, 1981, by RIVER RUN DEVELOPMENT COMPANY, a partnership, hereinafter sometimes referred to as "Grantor" or "Declarant".

ARTICLE I

RECITALS

Section 1.1 Supplement to River Run Declaration. This Phase 2 Supplement is a Supplement to that certain Declaration of Covenants, Conditions and Restrictions for River Run (hereinafter called "River Run Declaration") which was recorded at the Office of the Ada County Recorder, Ada County, Idaho, as Instrument No. 7941486, and does supplement such River Run Declaration with respect to the specific property covered hereby, and the covenants, conditions and restrictions contained herein are in addition to those set forth in the River Run Declaration, except insofar as the provisions of the River Run Declaration are hereinafter expressly modified.

Section 1.2 Property Covered. The property which is covered by this Phase 2 Supplement is as follows:

Lot 2, Block 4; Lots 1 through 29, Block 5; Lots 1 through 11, Block 6, River Run (Phase 2) a subdivision located in the NW 1/4 of the NW 1/4, Section 24, T.3N., R.22., Boise Meridian, Ada County, Idaho, as per subdivision plat recorded as Instrument No. 8111643 in the Office of the County Recorder of Ada County, Idaho (hereinafter referred to as "Phase 2 Subdivision").

Section 1.3 Purpose. The purpose of this Phase 2 Supplement to the River Run Declaration is to annex the Phase 2 Subdivision to the property covered by the River Run Declaration, to provide for management of certain Common Areas, to establish a Local Architectural Committee and a Phase 2 Subdivision Local Homeowners Association, to include the Owners of Building Lots in the Phase 2 Subdivision in the River Run Recreation Association No. 1 and to set forth other terms, covenants, conditions, restrictions and easements which are unique to the Phase 2 Subdivision.

ARTICLE II

DECLARATION

Grantor hereby declares that the Phase 2 Subdivision and all the property, lots, parcels and portions thereof is hereby annexed to the property covered by the River Run Declaration and is hereby subject to all of the covenants, conditions, restrictions and all provisions including definitions, of the River Run Declaration and, in addition thereto, is subject to the further conditions, covenants, restrictions and provisions hereinafter provided.

ARTICLE III

ORGANIZATION OF PHASE 2 LOCAL ASSOCIATION

The Phase 2 Local Association shall be organized by Grantor under the provisions of the Idaho Code relating to general nonprofit corporations and shall be charged with the duties and vested with the powers and subject to the limitations prescribed by law and set forth in the Articles and Bylaws thereof and as set forth in the River Run Declaration as hereinafter modified. Neither the Articles nor the Bylaws shall for any reason be

amended or otherwise changed or interpreted so as to be inconsistent with the River Run Declaration as herein supplemented and modified. The memberships, classes of voting memberships, board of directors, powers and duties of the Phase 2 Local Association shall be as set forth in the River Run Declaration for Local Associations, except as hereinafter modified.

ARTICLE IV

DESIGNATION OF COMMON AREAS

Lot 2, Block 4, Lots 1, 11, 21, 28 and 29, Block 5 and Lot 4, Block 6, River Run (Phase 2) are hereby designated as Common Area to be conveyed to and maintained by the River Run Homeowners Association pursuant to the provisions of the River Run Declaration.

ARTICLE V

REGULAR ASSESSMENT

There shall be no initial Regular Assessment for the Phase 2 Local Association. Regular Assessments may be instituted as provided for in the River Run Declaration for Local Associations.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 6.1 Members of the Committee. The Phase 2 Architectural Committee, sometimes referred to in this Phase 2 Supplement as the "Committee", shall consist of three (3) members. The following persons are hereby designated as the initial members of the Committee:

Peter S. O'Neill
Doug Unruh
John Shores

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed,

as provided herein. Members of the Committee may be removed at any time without cause.

Section 6.2 Grantor's Right of Appointment. At any time prior to December 31, 1989, that Grantor is the owner of at least ten percent (10%) of the aggregate Building Lots within the property covered by the River Run Declaration, Grantor shall have the right to appoint and remove all Members of the Committee, such appointments and removals to be made by written notice, copies of which shall be served upon the River Run Homeowners Association and the Phase 2 Local Association. At all other times, the Board of Directors of the Phase 2 Local Association shall have the right to appoint and remove all Members of the Committee.

Section 6.3 Review of Proposed Instruction. The Committee shall review plans, proposals and specifications in the same manner as specified in Section 11.3 of the River Run Declaration with the exception that the Phase 2 Architectural Committee shall charge no fee for the submission of plans, proposals or specifications.

Section 6.4 Other Duties and Responsibilities. All other aspects of the Phase 2 Architectural Committee shall be as specified and limited in Article XI of the River Run Declaration, including meetings, waiver of future approvals, compensation, inspection of work, liability of Committee Members and variances.

ARTICLE VII

RIVER RUN RECREATION ASSOCIATION NO. 1

The Owners of Building Lots covered by this Phase 2 Supplement shall be entitled to use all Recreation Areas owned and managed by the River Run Recreation Association No. 1 and

shall be members of the said Recreation Association. The rights and responsibilities of the Owners of Building Lots as Members of the said Recreation Association shall be as specified in the River Run Declaration.

ARTICLE VIII

DEFINITIONS

In addition to the definitions contained in this Phase 2 Supplement, terms initially capitalized and used in this Phase 2 Supplement shall have the same meaning as is ascribed to such terms in the River Run Declaration.

ARTICLE IX

ADDITIONAL RESTRICTIONS

Section 9.1 Loggers Creek Alterations. Prior to the performance of any work (or the doing of any act) which would materially obstruct, diminish, destroy, modify, alter, relocate or change the existing shape of the Loggers Creek channel, or which would materially change the direction or impede the flow of water within or below the mean high water mark of Loggers Creek, the abutting Building Lot Owner or other person or entity desiring to perform such work or act shall first obtain written approval from the City of Boise Department of Public Works, and any other governmental agency having jurisdiction thereof.

Additionally, prior to the performance of any such work or act, such abutting Building Lot Owner or other person or entity desiring to perform such work or act shall submit to the Phase 2 Architectural Committee and the Architectural Committee established pursuant to Section 11.1 of the River Run Declaration, referred to herein as "Architectural Committee", an application which shall set forth maps, sketches, engineering

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drawings, photographs, work descriptions and specifications sufficient to describe the nature, extent and location of the proposed channel modification, relocation and/or alteration and the proposed method of accomplishing such modification, relocation and/or alteration and no such work or act shall be performed until the Phase 2 Architectural Committee and the Architectural Committee shall have both consented thereto consulted in writing.

The following items shall be among those considered by the Phase 2 Architectural Committee and the Architectural Committee in determining whether such proposed modification, relocation or alteration and/or proposed method of accomplishing such modification, relocation or alteration shall be allowed:

- A. The purpose of doing the proposed work.
- B. Whether the proposal is a reasonable or desirable means of accomplishing such purpose.
- C. Whether the materials used or the work to be performed will create turbidity or other water pollution problems within Loggers Creek.
- D. Whether the proposed modification, relocation or alteration will detract from the aesthetic beauty of the Loggers Creek area or the River Run Development.
- E. Whether modifications or alternative solutions are reasonably possible which would reduce the disturbance to the Loggers Creek channel and its environment and/or better accomplish the desired goal of the proposed modification, relocation or alteration.

Following a review of the application and a consideration of the factors set forth in this Section 9.1, the Phase 2 Architectural Committee and the Architectural Committee shall allow, refuse to allow, modify or amend such proposal as they in

their sole discretion determine. In the event the modification, relocation or alteration is allowed as proposed by the applicant or as amended by the Phase 2 Architectural Committee and the Architectural Committee, all work performed by the applicant or its contractors, agents or employees shall be accomplished in accordance with the approval issued and under the supervision of the Architectural Committee.

ARTICLE X

EMERGENCY VEHICLE TURN-AROUND EASEMENTS

Lots 2, 3, 4, 5, 9, 10, 12, 13, 24, 25, 26 and 27, Block 5, River Run (Phase 2) are subject to an easement as shown on the official plat for Phase 2 Subdivision, for the purposes of emergency vehicle turn-around. The Owners of such Lots are hereby restricted and enjoined from constructing any improvements upon such easement areas which would interfere with or prevent the easement from being used for emergency vehicle turn-around purposes; provided, however, that the Owners of such Lots shall be entitled to install and maintain landscaping on such easement areas subject to approval by the Phase 2 Architectural Committee and the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of emergency vehicle use shall be the sole and exclusive obligation of the Owner of the Lot whose improvements were so damaged.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Term. The covenants, conditions and restrictions of this Phase 2 Supplement shall run until December 31,

2020, unless amended as herein provided. After December 31, 2020, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Phase 2 Homeowners Association and such written instrument is recorded with the Ada County Recorder.

Section 11.2 Amendment.

A. By Grantor. Until the close of escrow for the sale of the first Building Lot in the Phase 2 Subdivision, the provisions of this Supplement may be amended, replaced or terminated by Grantor by recordation of a written instrument setting forth such amendment, replacement or termination. For the purposes of this Supplement, the close of escrow shall be deemed to be the date on which a deed granting a Building Lot is recorded in the Office of the Ada County Recorder.

B. By Owners. Except where a greater percentage is required by express provision in this Supplement, the provisions of this Supplement, other than this Article, may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Phase 2 Homeowners Association certifying that such amendment has been approved by the vote or written consent of Owners owning at least fifty-one percent (51%) of the Building Lots located in the Phase 2 Subdivision, and such amendment shall be effective upon its recordation with the Ada County Recorder; provided, however, that any amendment to this Supplement which is inconsistent with the terms of the River Run Declaration, which attempts to modify the terms of the River Run Declaration or which deannexes the Phase 2 Subdivision from the provisions of the River Run Declaration, shall be null and void.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of August, 1981.

RIVER RUN DEVELOPMENT COMPANY,
a General Partnership

By: KCDM REALTY, INC., a Partner

Peter S. O'Neill

PETER S. O'NEILL, President

By: P-C PARTNERSHIP, a general
partnership composed of The
Sigma Corporation, a
corporation and Chronic,
Incorporated, a corporation

By: *Peter S. O'Neill*

PETER S. O'NEILL,
Designated Representative
of P-C PARTNERSHIP

BY: CHRONIC, INCORPORATED,
a Partner

Peter S. O'Neill

PETER S. O'NEILL, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of August, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER S. O'NEILL, known to me to be the President of KCDM REALTY, INC., a corporation, which KCDM REALTY, INC., is known to me to be a partner in the general partnership of RIVER RUN DEVELOPMENT COMPANY, the within named partnership, who acknowledged to me that he executed the within and foregoing instrument for and on behalf of the said partnership and in said partnership's name.

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



Kay Anderson

Notary Public for Idaho
Residing at Boise, Idaho

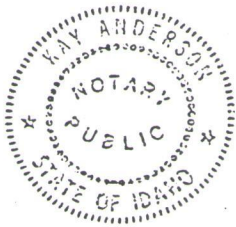
My commission expires: *lifetime*

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of August, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER S. O'NEILL, known to me to be the President of CHRONIC, INCORPORATED, a corporation, and the Designated Representative of P-C PARTNERSHIP, a general partnership, composed of The Sigma Corporation, a corporation, and Chronic, Incorporated, a corporation, which P-C PARTNERSHIP, is known to me to be a partner in the general partnership of RIVER RUN DEVELOPMENT COMPANY, the within named partnership, who acknowledged to me that he executed the within and foregoing instrument for and on behalf of the said partnership and in said partnership's name.

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

Kay Anderson
Notary Public for Idaho
Residing at Boise, Idaho.
My commission expires: 1/31/82



Re-recording

Ada County, Idaho
Request of Quinn, McDevitt, Purdy & Webb
TIME 9:52 AM
DATE 8-25-81
JOHN EASTON
RECORDER
BY John Easton

3.00

STATE OF IDAHO, COUNTY OF ADA ss.
Filed for record at the office of the Recorder
of Ada County, Idaho, on this 26th day of August, 1981.
By Richard J. Purdy Recorder
JOHN EASTON, Recorder

R Purdy

Mailed to: Quinn, McDevitt, Purdy & Webb
P.O. Box 33700
Boise, Id. 83701