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*Heron Cove Amoundns*

ADA CO. RECORDER

J. DAVID NAVARRO

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AMENDED HERON COVE SUPPLEMENT TO THE DECLARATION OF COVENANTS,

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**AMENDED HERON COVE SUPPLEMENT TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR RIVER RUN AND CONDOMINIUM**  
**DECLARATION FOR RIVER RUN HERON COVE CONDOMINIUMS**

THIS AMENDED HERON COVE SUPPLEMENT to the Declaration of Covenants, Conditions and Restrictions for River Run and Condominium Declaration for River Run Heron Cove Condominiums (hereinafter referred to as "Heron Cove Supplement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by the Heron Cove Homeowners Association, Inc., an Idaho non-profit corporation (hereinafter referred to as "Heron Cove Association" or "Association").

THIS AMENDED HERON COVE SUPPLEMENT supersedes and replaces in its entirety the Heron Cove Supplement to the Declaration of Covenants, Conditions and Restrictions for River Run and Condominium Declaration for River Run Heron Cove Condominiums recorded on March 28, 1988, as Instrument No. 8813976 in the Office of the Ada County Recorder, Ada County, Idaho, and the Supplement to the Heron Cove Supplement to the Declaration of Covenants, Conditions and Restrictions for River Run and Condominium Declaration for River Run Heron Cove Condominiums recorded on November 10, 1988 as Instrument No. 8855754 in the Office of the Ada County Recorder, Ada County, Idaho.

**ARTICLE I**

**RECITALS AND CERTAIN DEFINITIONS**

1.1. Amended Supplement to River Run Declaration and Condominium Declaration. This Heron Cove Supplement is a supplement to that certain Declaration of Covenants, Conditions and Restrictions for River Run, as amended (hereinafter called "River Run Declaration"), and is a Condominium Declaration for the River Run Heron Cove Condominiums. The rights and obligations of Owners of Heron Cove Condominiums with respect to recreation matters, River Run assessments, and River Run Homeowners Association voting rights are addressed in Section 7.7 and Article XIV.

1.2. Purpose. The Heron Cove Supplement recorded on March 28, 1988, as Ada County Instrument No. 8813976, and the Supplement to the Heron Cove Supplement recorded on November 10, 1988, as Ada County Instrument No. 8855754, annexed the Heron Cove Subdivision to the Property Covered by the River Run Declaration; provided for condominium ownership of the Heron Cove Subdivision pursuant to the terms of the Condominium Property Act of the State of Idaho; provided for management of the Local

Common Areas and Limited Common Areas; established a Heron Cove Homeowners Association to include Owners of Condominiums in the Heron Cove Subdivision in the River Run Homeowners Association; and set forth other terms, covenants, conditions, restrictions and easements which are unique to the Heron Cove Subdivision. This amended Heron Cove Supplement supersedes and replaces the original Heron Cove Supplement and the Supplement to the original Heron Cove Supplement, restates all applicable provisions of the Heron Cove Supplement, amends certain provisions of the Heron Cove Supplement and updates the Supplement to reflect changes which have taken place since the recording of the original Heron Cove Supplement and the Supplement to the original Heron Cove Supplement.

1.3. The Property Covered. Developer was the owner of that parcel of property located in Ada County, Idaho, more particularly described on Exhibit A hereto and incorporated herein (hereinafter referred to as the "Heron Cove Subdivision"). The Developer intended to and did develop and sell the above-described property in accordance with the original Heron Cove Supplement and the Supplement to the original Heron Cove Supplement. The property described in Exhibit A is the Property Covered by this amended Heron Cove Supplement.

1.4. Declaration. The original Heron Cove Supplement and the Supplement to the original Heron Cove Supplement annexed the Heron Cove Subdivision to the Property covered by the River Run Declaration and made certain other declarations. The Heron Cove Association hereby declares again that the Heron Cove Subdivision and all the property, lots, parcels and portions thereof are annexed to the Property Covered by the River Run Declaration and are subject to all the covenants, conditions, restrictions and all provisions, including definitions, except as otherwise provided herein, of the River Run Declaration and in addition thereto are subject to the further covenants, conditions, restrictions, provisions and definitions hereinafter provided. The Association further declares that the Project and every part thereof shall be held, conveyed, devised, leased, rented, encumbered used, occupied, and improved and otherwise affected in any manner subject to the provisions of this Heron Cove Supplement and the River Run Declaration, each and every provision of which is hereby declared to be in furtherance of the general plans and scheme of the condominium ownership referred to in this Article and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All Provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Association and its assigns and to all persons hereafter acquiring or owning any interest in the Project however such interest may be obtained.

1.5. Type of Ownership. This condominium project provides a means for ownership in fee simple of separate interests in Units

and for co-ownership with others, as tenants-in-common, of the Local Common Area and Limited Common Area as those terms are defined herein.

## ARTICLE II

### ADDITIONAL DEFINITIONS

The following terms shall have the following meanings when used herein unless the context otherwise requires and to the extent that the following definitions are inconsistent with the definitions contained in that River Run Declaration the following definitions, if more restrictive, shall control for the purposes and only for the purposes of this Heron Cove Supplement:

2.1. Articles. "Articles" mean the Articles of Incorporation of the Heron Cove Association as the same may be amended from time to time, certified copies of which as originally filed with the Secretary of State are attached hereto and incorporated herein as Exhibit C.

2.2. Board. "Board" means the duly elected Board of Directors of the Heron Cove Association.

2.3. Building. "Building" means any one of the condominium buildings and structures and facilities attached or exclusively appurtenant thereto constructed on the Heron Cove Subdivision.

2.4. Bylaws. "Bylaws" means the Bylaws of the Association as they exist from time to time, copies of which as originally adopted are attached hereto and incorporated herein as Exhibit D.

2.5. Common Area. "Common Area" means the real property, if any, which has been or will be conveyed to the River Run Homeowners Association, Inc., an Idaho non-profit corporation.

2.6. Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the Local Common Area (expressed as percentages of the entire ownership interest in the Local Common Area respectively, as set forth in Exhibit B as the same may be amended from time to time).

2.7. Condominium Act. "Condominium Act" means the "Condominium Property Act" of the State of Idaho as the same may exist from time to time.

2.8. Condominium Documents. "Condominium Documents" means this Heron Cove Supplement, the River Run Declaration, the Articles, the Bylaws, all exhibits annexed hereto, any Management Agreement entered into by the Heron Cove Association, and any amendments or supplements to those documents.

2.9. Condominium Map. "Condominium Map" means the Condominium Map for the Heron Cove Subdivision attached hereto as Exhibit B as the same may be amended from time to time, which shall consist of a survey map of the surface of the grounds of the Project showing a survey and legal description thereof, the location of each building with respect to the boundaries of the Subdivision, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within each Building including horizontal and vertical locations and dimensions of all boundaries of each Unit (provided, however, and notwithstanding the horizontal and vertical dimensions of the Units as shown on the Condominium Map, certain Units also include areas which are above the "ceiling line" shown on the Condominium Map and which such areas are included within the interior boundaries of each such Unit as originally constructed, it being hereby expressly stated that the "ceiling line" shown on the Condominium Map elevations represents the lowest ceiling within each floor of a Unit, and provided further that the "roof line" as shown on the Condominium Map does not represent the actual roof line of the Building, but rather an artificial line drawn parallel to the ceiling line which intersects the highest point of the roof of a Building), Unit number and identifying the Units, together with such other information as may be included thereon at the discretion of the Association. The Condominium Map may sometimes be referred to as the "Heron Cove Map."

2.10. Developer. "Developer" means River Run Development Co., an Oregon corporation, its successors and assigns including, without limitation, any partnership, corporation or entity in which River Run Development Co. is a partner or shareholder which was created for the purpose of constructing condominiums within the Project.

2.11. Heron Cove Association. "Heron Cove Association" means the Heron Cove Homeowner's Association, Inc., an Idaho non-profit corporation, its successors and assigns, organized as provided herein. It is a Local Association as that term is defined in the River Run Declaration.

2.12. Heron Cove Supplement or Amended Heron Cove Supplement. "Heron Cove Supplement" or "Amended Heron Cove Supplement" means this instrument, as it may from time to time be amended or supplemented.

2.13. Limited Common Area. "Limited Common Area" means that area designated herein or by the Heron Cove Association for exclusive use by Owners of particular Condominiums or which may be shown on the Condominium Map as the same may be amended by the Heron Cove Association.

2.14. Local Assessment. "Local Assessment" means a share of the funds required for the payment of common expenses, including those expenses attributable to less than all owners in the case of Local Limited Assessments, which, from time to time, are



assessed against the Owners, and shall include Local Regular, Local Special and Local Limited Assessments as more particularly described in Article VII hereof.

2.15. Local Common Area. "Local Common Area" means the entire Heron Cove Subdivision excepting all Units and Common Area, but including Limited Common Area within the Heron Cove Subdivision.

2.16. Local Limited Assessment. "Local Limited Assessment" means an assessment levied against an Owner by the Heron Cove Association for costs and expenses incurred by the Heron Cove Association for corrective action performed pursuant to this Heron Cove Supplement which was necessitated by such Owner including, without limitation, costs and expenses incurred for the repair and replacement of Local Common Area, and equipment and facilities located thereon, damaged by the negligent or willful acts of an Owner or Occupant of a Unit who is occupying a Unit with the consent, either express or implied of such owner, as more particularly described in Section 7.4 herein.

2.17. Local Regular Assessment. "Local Regular Assessment" means an assessment by the Heron Cove Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 7.2 herein.

2.18. Local Special Assessment. "Local Special Assessment" means an assessment by the Heron Cove Association for the purpose of defraying, in whole or in part, the costs of any new acquisitions and/or new capital improvement construction or reconstruction or unexpected or extraordinary repair, maintenance or replacement of the Project or any part thereof, including without limitation snow and ice removal, or for any expense incurred or to be incurred as provided in this Heron Cove Supplement, or in the event that the Local Regular Assessment assessed for any particular year is or will become inadequate to meet the expenses of the Heron Cove Association such assessment being authorized pursuant to the terms and conditions provided herein, as more particularly described in Section 7.3 herein.

2.19. Management Agreement. "Management Agreement" means and refers to any agreement or amendments thereto entered into by the Association which provides for the management of the Project by a management individual or entity.

2.20. Management Firm. "Management Firm" means and refers to the entity identified as the Management Firm in a Management Agreement, its successors and assigns. The Management Firm shall be responsible for the management of the Project as provided in a Management Agreement.

2.21. Member. "Member" means each person or entity holding a membership in the Heron Cove Association which shall be all Owners of a Condominium within the Project.

2.22. Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

2.23. Mortgagee. "Mortgagee" means any person or any successor to the interest of such person named as the Mortgagee, trust beneficiary, or creditor under any Mortgage as Mortgage is defined in Section 2.22 above under which the interest of any Owner or successor to the interest of such Owner is encumbered.

2.24. Occupant. "Occupant" means the person or persons, other than the Owner, in possession of a Unit at any particular time.

2.25. Owner. "Owner" means any person or entity owning a Condominium and a contract purchaser of a Condominium and does not include any person or entity not owning a Condominium. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.26. Project. "Project" means the Heron Cove Subdivision and all buildings and other improvements located on the Heron Cove Subdivision together with all personal property located thereon which is owned in common by Owners (excluding personal property located within Units and within the Limited Common Area which is owned by the Owner(s) of Unit(s)).

2.27. River Run Declaration. "River Run Declaration" means that certain Declaration of Covenants, Conditions and Restrictions for River Run recorded as Instrument No. 7941486 in the Office of the County Recorder of Ada County, Idaho, as the same may be amended and supplemented from time to time.

2.28. Unit. "Unit" means the separate interest in a Condominium and means that which is bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, skylights, and doors thereof, together with all fixtures and improvements therein contained, including pipes, wires, conduits, and other utility lines and services and air conditioning and heating equipment which serves only the particular Unit. Notwithstanding such markings, the following are not part of such Units: bearing walls, columns, floors, and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, pipes, vents, ducts, flues, chutes, conduits, wires and other utility installations (other than those specified above) wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window, skylight or door means the points at which such surfaces are located when such windows, skylights or doors are closed; the

physical windows, skylights and doors themselves are part of the Local Common Area as herein defined. As used herein, a "Unit" is a "Building Lot" as that term is defined in the River Run Declaration.

### ARTICLE III

#### NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

3.1. Estates of an Owner of a Unit. The Project is divided into Condominiums, each consisting of any interest in a Unit and an undivided interest in common in the Local Common Area. The percentage of ownership interest in the Local Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code, shall be the same as set forth in Exhibit B. Exhibit B attached hereto allocates the ownership interest in the Local Common Area among the Units located in the Heron Cove Subdivision. Exhibit B also contains a legal description of each Unit in the Project, consisting of the identifying number of such Unit as shown on the Condominium Map.

3.2. Limited Common Area. "Limited Common Area" shall consist of: storage areas, garages, parking areas, porches, entryways, stairs, balconies, decks, patios or portions thereof and other areas designated. All Limited Common Areas shall be used in connection with the designated Unit or Units to the exclusion of the use thereof by the Owners of other non-designated Units and others except by invitation. All entryways are designated as limited common area for the four units accessed by that entryway. All stairways are designated as limited common area for the unit accessed by that stairway. All decks and patios shown on the Condominium Map which are contiguous to a Unit are designated as Limited Common Area for the Unit to which they are appurtenant. The storage and garage areas shown on the Condominium Map are designated as Limited Common Area for the Units in accordance with Exhibit B attached hereto.

3.3. Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

3.4. Inseparability. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other Part thereof during the period of Condominium ownership prescribed herein so that each Unit and the undivided interest in the Local Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Every gift, devise, bequest transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance,

respectively, of the entire Condominium together with all appurtenant rights created by law or by this Heron Cove Supplement.

3.5. Partition Not Permitted. The Local Common Area shall be owned in common by all owners of Condominiums and no Owner may bring any action for partition thereof.

3.6. Taxes and Assessments. Each Owner shall execute such instrument and take such actions as may reasonably be specified by the Heron Cove Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Heron Cove Association, be a lien on the Project or any part thereof the Heron Cove Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his Condominium, or interest therein, or his interest in the Local Common Area, or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Local Common Area in proportion to his interest in the Local Common Area, such payment to be made to the Heron Cove Association at least thirty (30) days prior to the delinquency of such tax or assessment, or may be paid on a monthly basis if prescribed by the Heron Cove Association. Each such unpaid tax or assessment shall bear interest at the rate of five (5) points over the prime rate of West One Bank, Boise, Idaho, or its successor, per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 8.2 hereof; provided, that if such rate of interest is in excess of that permitted by the applicable law then no Owner shall be required to pay interest in excess of the amount permitted by law.

#### ARTICLE IV

##### DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit number shown on the Condominium Map with appropriate reference to the Condominium Map and to this Heron Cove Supplement as each appears on the records of the County Recorder of Ada County, Idaho in the following manner:

Condominium Unit \_\_\_\_\_, as shown on the Condominium Map for River Run Heron Cove Condominium Subdivision appearing in the records of Ada County, Idaho as Instrument No. \_\_\_\_\_, and as defined and described in this Heron Cove Supplement to the Declaration of Covenants, Conditions and Restrictions for River Run and Condominium Declaration for River Run Heron Cove

Condominiums recorded in the Records of Ada County, Idaho, as Instrument No. \_\_\_\_\_, as the same may be amended or supplemented from time to time.

Such description shall be construed to describe the Unit together with an appurtenant undivided interest in the Local Common Area and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Heron Cove Supplement or any amendments or supplements thereto whether or not so specified in the instrument.

#### ARTICLE V

##### MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Heron Cove Association. Labor performed or services or materials furnished for the Project if duly authorized by the Heron Cove Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium from a lien against two or more Condominiums or any part thereof by sums secured by such lien which is attributable to his Condominium.

#### ARTICLE VI

##### HERON COVE HOMEOWNERS ASSOCIATION, INC.

6.1. Creation. The Developer created the Heron Cove Homeowners Association, Inc. ("Heron Cove Association") as a non-profit corporation under the provisions of the Idaho Code relating to non-profit corporations. The Association shall have the duties and powers prescribed by law and set forth in the Articles of Incorporation, Bylaws and this Heron Cove Supplement. A certified copy of the Articles of Incorporation as originally filed with the Secretary of State and the Bylaws adopted by the Heron Cove Association are attached hereto as Exhibits C and D, respectively. The Heron Cove Association is a "Local Association" as that term is defined in the River Run Declaration.

6.2. Membership. Every Owner of a Condominium shall be entitled and required to be a Member of the Heron Cove Association. If title to a Condominium is held by more than one person, all such persons shall be Members. No person or entity

other than an Owner may be a Member of the Heron Cove Association and the Articles or Bylaws shall so state and shall, in addition, state that the memberships in the Heron Cove Association may not be transferred except in connection with the transfer of a Condominium; provided, however, that the rights of membership may be transferred to a Mortgagee as further security for a loan secured by a lien on a Condominium. In the event a Condominium is owned by a corporation or partnership or is owned by several individuals or entities as tenants-in-common, said corporation, partnership, individuals or entities shall designate to the Heron Cove Association an agent upon whom notice may be served pursuant to this Heron Cove Supplement.

6.3. Voting. All Owners of Units shall be entitled to one (1) vote for each such Unit owned. When more than one person or entity holds an interest in such Units, the vote for such Units shall be exercised as they so determine, but in no event shall a fractional vote for any such Unit be cast and in no event shall all such Members be entitled to more than one (1) vote for each Unit owned.

6.4. Board of Directors and Officers. The affairs of the Heron Cove Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint in accordance with the Articles and Bylaws as the same may be amended from time to time.

6.5. Powers and Duties of the Heron Cove Association.

6.5.1. Powers. The Heron Cove Association shall have all the powers 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, this Heron Cove Supplement, and the River Run Declaration as the same may be amended from time to time. The Heron Cove Association is hereby designated the "Management Body" as provided in the Condominium Act. The Heron Cove Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Heron Cove Association under this Heron Cove Supplement, the Articles, the Bylaws, and the River Run Declaration as the same may be amended or supplemented from time to time and the Condominium Property Act; provided, however, that neither the Articles nor the Bylaws shall for any reason be amended or changed or interpreted so as to be inconsistent with the River Run Declaration as the same may be amended or supplemented from time to time. The Heron Cove Association shall have the power to do and perform any and all acts which may be necessary or proper for or incidental to the proper management, operation and administration of the Project, including, without limitation:

6.5.1.1. Assessments. The power to levy Local Assessments on the Owners of Condominiums and to force

payment of such Assessments, all in accordance with the provisions of this Heron Cove Supplement.

6.5.1.2. Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Heron Cove Supplement, the Articles, the Bylaws, or the Heron Cove Association rules adopted pursuant to this Heron Cove Supplement, and to enforce by mandatory injunction or otherwise all provisions thereof.

6.5.1.3. 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 the Management Body (as defined in the Condominium Act) and specifically the authority to delegate its powers and duties to a management firm pursuant to a Management Agreement; provided, however, that any delegation of the Association's powers and duties may be revoked upon fifteen (15) days written notice to the delegates and any Management Agreement shall be terminable upon fifteen (15) days written notice to the Management Firm. Neither the Heron Cove Association, nor the Members or the Board shall be liable for any omission or improper exercise by any person or entity to whom any such duty or power has been delegated.

6.5.1.4. Heron Cove Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Heron Cove Association deems reasonable (the Heron Cove Association Rules). The Heron Cove Association Rules shall govern the use and designation of the Local Common Area and Units, including, but not limited to, use of Local Common Area and Units by the families of the Owners, or by an invitee, licensee, lessee, occupant or contract purchaser of an Owner, including, without limitation, rules and regulations which limit the number of individuals an Owner or Occupant may allow to use the Local Common Area at any one time, it being understood that the Association Rules may prohibit burdensome use of the Local Common Area by any particular Owner or Occupant, their guests, invitees, family members, licensees or tenants; provided, however, that the Heron Cove Association Rules may not discriminate among Owners and shall not act in a manner inconsistent with this Heron Cove Supplement, the Articles or Bylaws. A copy of the Heron Cove Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy, at the option of the Heron Cove Association, may be

posted in a conspicuous place within the Local Common Area. Upon such mailing or delivery, said Heron Cove Association Rules shall have the same force and effect as if they were set forth in and were part of this Heron Cove Supplement. In the event of any conflict between any such Heron Cove Association Rules and any other provisions of this Heron Cove Supplement, or the Articles or Bylaws, the provisions of the Heron Cove Association Rules shall be deemed to be superseded by the provisions of this Heron Cove Supplement, the Articles or Bylaws to the extent of any such inconsistency.

6.5.1.5. Emergency Powers. The Heron Cove Association or any person authorized by the Association may enter upon any Unit when necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Heron Cove Supplement or Association rules, or in the event of any emergency involving illness or potential danger to life or property, and may take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Heron Cove Association, except as otherwise provided herein.

6.5.1.6. Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Local Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project and for the preservation of health, safety, convenience and welfare of all the Owners, for the purpose of constructing erecting, operating or maintaining:

6.5.1.6.1. Underground lines, cable, wires conduits or other devices for the transmission of electricity for lighting, heating, power, telephone, television, other utility services and other purposes, as the Board in its sole discretion deems necessary and proper;

6.5.1.6.2. Sewers, storm drains, water drains, and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

6.5.1.6.3. Motorized and nonmotorized streets, access ways and pathways for the use and enjoyment of the general public, including, without limitation, easements and rights-of-way in favor of the general public



over Local Common Area and private streets within the Local Common Area.

6.5.1.6.4. Any similar public or quasipublic improvements or facilities.

The right to grant such licenses, easements and rights-of-way is hereby expressly reserved to the Heron Cove Association.

6.5.1.7. Miscellaneous Services. The Heron Cove Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Heron Cove Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Heron Cove Association or by any person or entity with whom or which it contracts including, without limitation, the Management Firm. The Heron Cove Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Heron Cove Supplement. The Heron Cove Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

6.5.1.8. Property for Common Use. The Heron Cove Association may acquire and hold for the use and benefit of all of the Owners or for the benefit of only those Owners within a particular Building tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Local Common Area. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium, including that pursuant to foreclosure or power of sale, shall entitle the purchaser or transferee to the interest in such personal property associated with the Condominium transferred.

6.5.1.9. Implied Rights. Notwithstanding the foregoing, the Heron Cove Association may exercise any other right or privilege given to it expressly by this

Heron Cove Supplement or by law and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege or to manage, operate, maintain, repair and replace the Project in a manner consistent to other similar condominiums in the State of Idaho.

6.5.2. Duties of the Heron Cove Association. In addition to the power delegated to it by the Articles, and without limiting the generality thereof, the Heron Cove Association or its agents, if any, shall have the obligation to conduct all business affairs in connection with the management and operation of the Project and to perform each of the following duties, the cost of which shall be borne as provided in Article VII:

6.5.2.1. Operation and Maintenance of Local Common Area and Limited Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Local Common Area and, subject to Section 10.6, the Limited Common Area, and all improvements thereon (including landscaping and lawns, furnishings and equipment) including removal of snow and ice and including maintenance and repair of exteriors of buildings as described in Section 6.5.2.5 below and including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Heron Cove Association, and the Heron Cove Association shall keep and maintain the same in a good, clean, attractive and sanitary condition, order and repair. The foregoing shall not be deemed to limit the duties of the Heron Cove Association with respect to the Local Common Area.

6.5.2.2. Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Local Common Area, if any, owned and managed by the Heron Cove Association or against the Heron Cove Association and/or any property owned by the Heron Cove Association. Such taxes and assessments may be contested or compromised by Heron Cove Association; provided, however, that they are paid or a bond ensuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Heron Cove Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Heron Cove Association in the event that the Heron Cove Association is denied the status of a tax exempt corporation.

6.5.2.3. Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage, disposal, refuse and rubbish collection, electrical, telephone

and gas, and other necessary services for the Local Common Area and Limited Common Area owned or managed by it.

6.5.2.4. Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect the policies of insurance described in Article XI hereof.

6.5.2.5. Maintenance of Exteriors of Buildings. The Heron Cove Association shall be responsible for maintaining the exterior surfaces of all Buildings and other improvements located in the Project, including, without limitation, the exterior surfaces of all garages, but excluding the interior of all Units and garages. The exterior maintenance shall include the following: painting, staining, repairing, restaining, replacing and caring for all exterior surfaces including roofs and the exterior surfaces and portions of doors, windows and skylights as necessary. Provided, however, each Owner shall be responsible for cleaning the exterior surfaces of all windows (but not skylights) appurtenant to the Owner's Unit.

6.5.2.6. Sewer Lines. The Heron Cove Association shall be responsible for operating, maintaining and repairing all sewer lines and other services located within the Project which are not owned by governmental entities including, without limitation, all service lines connecting to the eight inch (8") main sewer line located in Lot 8, Block 3, which main sewer line shall be owned, operated, repaired and maintained by the City of Boise, Idaho.

6.6. Personal Liability. No member of the Board, or any committee of the Heron Cove Association, or any officer of the Heron Cove Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Heron Cove Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Heron Cove Association, the Board, the manager, if any, or any other representative or employee of the Heron Cove Association, or any other committee, or any officer of the Heron Cove Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

6.7. Budgets and Financial Statements. Financial Statements for the Heron Cove Association shall be regularly prepared and copies shall be distributed to each Member or designated agent of Members of the Heron Cove Association (and Mortgagees upon request) as follows:

6.7.1. A pro forma operating statement (budget) for each fiscal year shall be distributed not less than

thirty (30) days before the beginning of each fiscal year or not later than thirty (30) days after the beginning of each fiscal year.

6.7.2. Within thirty (30) days before or after the close of each fiscal year, the Heron Cove Association, or its Agent, shall cause to be prepared and delivered to each Owner, an annual operating statement reflecting the income and expenditures of the Heron Cove Association for its fiscal year. Copies of said documents shall be distributed to each Member within said period.

6.8. Inspection of Books. Upon reasonable notice, any Owner or Mortgagee, at his sole cost and expense, may examine or cause to be examined the books of account and records of the Heron Cove Association during normal working hours.

## ARTICLE VII

### ASSESSMENTS

7.1. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Condominium, covenants and agrees to pay when due (a) all Local Regular or Local Special Assessments or charges made by the Heron Cove Association and all Local Limited Assessments or charges made against such owner by the Heron Cove Association pursuant to the provisions of this Heron Cove Supplement, and (b) all Assessments or charges made against such Owner by the River Run Homeowners Association, Inc., pursuant to the provisions of the River Run Declaration, as amended by Section 7.7 of this Supplement.

7.2. Local Regular Assessments.

7.2.1. Commencement. Local Regular Assessments against each Unit shall commence on the date on which such Unit is constructed and substantially ready for occupancy or three (3) years from the date of the first sale of a Unit in Heron Cove Subdivision, whichever is earlier ("Initiation Date").

7.2.2. Amount of Annual Local Regular Assessment. The total annual Local Regular Assessment against all Units shall be based upon advance estimates of annual cash requirements by the Heron Cove Association to provide for the Payment of all estimated expenses growing out of or connected with the Project, as a whole, including, without limitation, the following:

7.2.2.1. Maintenance, repair and operation of the Local Common Area and improvements located thereon (as more particularly set forth below) including landscaping and

recreational equipment and including expenses incurred for snow removal from the Local Common Area;

7.2.2.2. Maintenance, repair, replacement and upkeep of the Buildings (excluding the Units) and all other improvements related to the Buildings including, without limitation, the maintenance, repair, replacement and upkeep of all property of the Heron Cove Association and all utility lines and other utility facilities located on or within the Buildings (excluding the Units) and those areas which are designated as Limited Common Areas and the utility lines and other utility facilities which are within a Building;

7.2.2.3. Furnishing electrical, water, sewer, trash collection and other services which are for the benefit of the Local Common Area or the Project as a whole;

7.2.2.4. Premiums for casualty and property damage insurance for the Local Common Area;

7.2.2.5. Taxes and special assessments until the Units are separately assessed as provided herein;

7.2.2.6. Premiums for all insurance which the Heron Cove Association is required or permitted to maintain pursuant hereto;

7.2.2.7. Management fees and expenses, including management fees payable pursuant to a Management Agreement;

7.2.2.8. Employee salaries and legal and accounting costs and expenses;

7.2.2.9. Any deficits remaining from the previous fiscal year;

7.2.2.10. Reasonable contingency reserves, surpluses and/or sinking funds and any and all other expenses and liabilities which may be incurred by the Heron Cove Association for the benefit of all Units under or by reason of this Heron Cove Supplement;

7.2.2.11. Such other and further costs, expenses, obligations and liabilities as the Board, in its discretion, may incur for the proper management, operation and maintenance

of the Project as a whole in accordance with this Heron Cove Supplement and the Condominium Act.

7.2.3 Allocation of Annual Local Regular Assessment. Expenses attributable to the Project as a whole, as described above and which shall be paid by Local Regular Assessments, shall be apportioned among all Units in accordance with the following formula:

the total square feet of interior floor area of a particular Unit against which Local Regular Assessments have commenced pursuant to Section 7.2.1 (as shown on the Condominium Map and set forth on Exhibit B attached hereto)	=	the percentage of expenses attributable to the Project as a whole which are allocable to a Unit and payable by Regular Assessments
_____		
the total square feet of interior floor area of all Units against which Local Regular Assessments have commenced pursuant to Section 7.2.1.		

The annual Local Regular Assessment for each Unit shall equal the percentage of expenses attributable to the Project as a whole which are allocable to a Unit, such percentage being derived in accordance with the above described formula.

7.2.4. Notice of Local Regular Assessments and Time for Payment Thereof. The Local Regular Assessments shall be made on a calendar year basis. The Heron Cove Association shall give written notice to each owner as to the amount of the annual Local Regular Assessment with respect to each Unit on or before December 15 for each year for the calendar year commencing on January 1 of the next year. The annual Local Regular Assessment shall be due and payable as the Heron Cove Association shall determine. Each annual Local Regular Assessment shall bear interest at the rate of five (5) points over the prime rate of West One Bank, Boise, Idaho, or its successor, per annum from the date it becomes due and payable if not paid within ten (10) days after the date the same is payable; provided, however, that if such rate of interest is in excess of that permitted by applicable law, then no Owner shall be required to pay interest in excess of the amount permitted by law. Failure of the Heron Cove Association to give timely notice of any Local Assessment as provided herein shall not affect the liability of the Owner or any Condominium for such Local Assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty (30) days after such notice shall have been given. In

the event any Owner is delinquent in the payment of any assessment for a period in excess of thirty (30) days, the Board may, at its discretion, deprive the Owner of use of the Local Common Area and suspend the owner's voting rights in the Heron Cove Association.

7.3. Local Special Assessments. In addition to the annual Local Regular Assessments authorized by this Article, the Heron Cove Association may levy in any assessment year, a Local Special Assessment, payable over such a period as the Heron Cove Association may determine, for the purpose of defraying, in whole or in part, the costs of any new capital improvement construction or reconstruction or unexpected or extraordinary repair, maintenance or replacement of the Project or any part thereof, including, without limitation, snow and ice removal, or for any expense incurred or to be incurred as provided in this Heron Cove Supplement, or in the event that the Local Regular Assessment assessed for any particular year is or will become inadequate to meet the expenses of the Heron Cove Association. This section shall not be construed as an additional source of authority for the Heron Cove Association to incur expenses, but shall be construed to prescribe a manner for assessing costs and expenses authorized by other sections. Any amounts assessed pursuant hereto shall be assessed among the Units in accordance with the formula set forth in Section 7.2.3. Notice in writing of the amount of such Local Special Assessments and the time for payment thereof shall be given promptly to the Owners, and no payments shall be due less than thirty (30) days after such notice shall have been given. A Local Special Assessment shall bear interest at the rate of two (2) points over the prime rate of West One Bank, Boise, Idaho, or its successor, per annum from the date it becomes due and payable if not paid within thirty (30) days after such date; provided, however, that if such rate of interest is in excess of that permitted by applicable law, then no Owner shall be required to pay interest to the extent it is in excess of the amount permitted by law; provided, no Special Assessment shall be levied for new capital improvements to the Local Common Area without an affirmative vote of sixty percent (60%) of the Members in attendance by person or proxy at any regular or special meeting of the Heron Cove Association.

7.4. Local Limited Assessments. The Heron Cove Association may levy against any Owner a Local Limited Assessment equal to the costs and expenses incurred by the Heron Cove Association, including legal and management fees, for corrective action performed pursuant to this Heron Cove Supplement which was necessitated by such Owner, including, without limitation, costs and expenses incurred for the repair and replacement of Local Common Area and equipment and facilities located thereon, damaged by the negligent or willful acts of an Owner or Occupant of a Unit who is occupying a Unit with the consent, either expressed or implied, of such owner.

7.5. Personal Obligation of Owner. The amount of any Local Regular, Local Special or Local Limited Assessment against any Condominium shall be the personal obligation of the Owner thereof to the Heron Cove Association. Suit to recover a money judgment for such personal obligation shall be maintained by the Heron Cove Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Local Common Area or by abandonment of his Condominium.

7.6. Statement of Account. Upon payment of a reasonable fee, which shall be established by the Board but shall not exceed Fifty and No/100ths Dollars (\$50.00), and upon written request of any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium, the Heron Cove Association, or the Management Firm, if applicable, shall issue a written statement setting forth the amount of the unpaid Local Assessments, if any, with respect to such Condominium, the amount of the current yearly Local Assessments and the dates that such Local Assessments become or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid Local Assessments, insurance premiums and taxes, which statement shall be conclusive upon the Heron Cove Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid Local Assessments which become due prior to the date of making such request shall be subordinate to the lien of a Mortgagee, which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, the lien for such unpaid Local Assessments shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the Purchaser subsequently acquires the Condominium.

7.7. River Run Assessments. Assessments authorized pursuant to the River Run Declaration shall be made at forty percent (40%) of the amount assessed pursuant to the River Run Declaration, and shall not include assessments for Recreation Matters, unless the latter are expressly authorized by the Heron Cove Association pursuant to the River Run Declaration.

## ARTICLE VIII

### ENFORCEMENT OF ASSESSMENTS: LIENS

8.1. Right to Enforce. The right to collect and enforce the Local Assessments made by the Heron Cove Association is vested in the Heron Cove Association. Each Owner of a Unit upon becoming an Owner of such Unit does and shall be deemed to covenant and agree to pay each and every Local Assessment provided for in the Heron Cove Supplement and the Assessments provided for in the River Run



Declaration and agrees to the enforcement of all Local Assessments and River Run Assessments in the manner specified herein and in the River Run Declaration. In the event an attorney or attorneys are employed for the collection of any Local Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Heron Cove Supplement, each Owner agrees to pay reasonable attorney's fees or any other relief or remedy obtained against said Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay the Local Assessments provided for in this Heron Cove Supplement by commencement and maintenance of a suit at law or in equity or such Board may exercise the power of sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Local Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

## 8.2. Assessment Liens.

8.2.1. Creation. There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Local Assessments levied against any and all Condominiums in the Project pursuant to this Heron Cove Supplement, and all costs of collection which may be paid or incurred by the Heron Cove Association in connection therewith, including reasonable attorney's fees, together with interest thereon at the rate of five (5) points over the prime rate of West One Bank, Boise, Idaho, or its successor, per annum; provided, however, that if such rate of interest is in excess of that permitted by applicable law, then no Owner shall be required to pay interest in excess of the amount permitted by law. All sums assessed in accordance with the provisions of this Heron Cove Supplement shall constitute a lien on such respective Condominium upon recordation of a claim of lien with the Ada County Recorder. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Condominium and assessments on any Condominium in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2. Claim of Lien. Upon default of any Owner in the payment of any Local Assessments required hereunder, the Heron Cove Association may cause to be recorded in the Office of the Ada County Recorder a claim of lien. Said claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Condominium against which the same has been assessed, and the name of the record owner

thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Heron Cove Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Heron Cove Association shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges. The Heron Cove Association may demand and receive the cost of recordation of such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon the notice of satisfaction and release as conclusive evidence of the full satisfaction of the sums paid in the notice of delinquent sums.

8.3. Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by nonjudicial power of sale by the Heron Cove Association, its attorney or other person authorized to make the sale, such sale to be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or Director of the Heron Cove Association, or any title company authorized to do business in Idaho as trustee for the purposes of conducting such power of sale foreclosure.

8.4. Required Notice. Notwithstanding anything contained in this Heron Cove Supplement to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially or by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Condominium described in such notice of delinquency and claim of lien, at the last known address of such Owner and a copy thereof is recorded by the Heron Cove Association in the Office of the Ada County Recorder.

8.5. Subordination to Certain Trust Deeds. The lien for the Local Assessments provided for herein in connection with a given Condominium shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first Mortgage given and made in good faith and for value that is of record as an encumbrance against such given Condominium prior to the recordation of a claim of lien for the Local Assessments. Except as expressly provided in Section 8.6 of this Article with respect to a first Mortgagee who acquires title to a Condominium, the sale or transfer of any Condominium shall not affect the Local Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Local Assessments becoming due whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any owner for

delinquent Local Assessments as provided for in this Heron Cove Supplement.

8.6. Rights of Mortgagees. Notwithstanding any other provision of this Heron Cove Supplement, no amendment of this Heron Cove Supplement shall operate to defeat and render invalid the rights of the Mortgagee under any Mortgage upon a Condominium made in good faith and for value, and recorded prior to the recordation of such amendment, unless such Mortgagee consents to such amendment in writing, provided that after the foreclosure of any such Mortgage such Condominium shall remain subject to this Heron Cove Supplement as amended.

## ARTICLE IX

### RIGHTS TO LOCAL COMMON AREA

Section 9.1. Use of Common Areas. Every Owner shall have a nonexclusive right and easement to use the Local Common Area and an exclusive right to use Limited Common Area designated for exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

9.1.1. The rights of the Heron Cove Association and the River Run Homeowners Association, Inc., to levy Local Assessments and Assessments as provided herein and in the River Run Declaration, as amended herein, and the payment by an Owner of all such Local Assessments and Assessments.

9.1.2. The right of the Heron Cove Association to suspend the voting rights and rights to use of, or interest in the Local Common Area by an Owner for any period during which any Local Assessment or charge against his Condominium remains unpaid; and

9.1.3. The right of the Heron Cove Association to dedicate or transfer all or any part of the Local Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying such dedication or transfer is executed and recorded by the Heron Cove Association verifying that two-thirds (2/3) of the Members and two-thirds (2/3) of all Mortgagees have approved such dedication or transfer.

9.1.4. The right of the Heron Cove Association to establish and enforce such Heron Cove Association Rules as the Heron Cove Association deems proper regarding the use of the Local Common Area including, without limitation, Heron Cove Association Rules which limit the number of individuals an Owner or Occupant may

allow to use the Local Common Area at any one or particular time.

9.2. Delegation of Right to Use. Any Owner may delegate in accordance with the respective Bylaws and the Heron Cove Association Rules, his reasonable right of enjoyment to the Local Common Area to the members of his family, his tenants, invitees and guests or contract purchasers who reside in his Unit.

9.3. Damages. Each Owner shall be liable for expenses for corrective action necessitated by violation of this Heron Cove Supplement or Heron Cove Association Rules or for any damage to such Local Common Area which may be sustained by reason of the negligence or willful misconduct of said owner or of his family, guests, invitees or licensees, both minor and adult. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as a Local Limited Assessment against the Condominium and may be collected as provided herein for the collection of other Local Assessments.

## ARTICLE X

### USE OF CONDOMINIUMS

10.1. Residential. Each Condominium shall be used for residential purposes only and no trade or business of any kind may be carried on therein. Lease or rental of a Condominium for residential purposes shall not be considered to be a violation of this covenant; provided, however, that any use of the Project including the leasing or rental of a Condominium by an Owner or any Occupant shall be in accordance with the Heron Cove Association Rules, applicable city, county, state and federal laws, ordinances, codes, rules and regulations, the River Run Declaration, this Heron Cove Supplement, the Articles, and the Bylaws.

10.2. Obstructions of Common Area. There shall be no obstruction of the Common Area or Local Common Area (except that which is designated for the exclusive use of a particular Owner) nor shall anything be stored on any part of the Common Area or Local Common Area (except that which is designated for the exclusive use of a particular Owner and which is designated for storage purposes) without the prior written consent of the Heron Cove Association. Nothing shall be altered on, planted in, constructed on, or removed from the Project, except upon the prior written consent of the Heron Cove Association.

10.3. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in or on the Project or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Heron Cove Association, but for such activity, would pay without the prior

written consent of the Heron Cove Association. Nothing shall be done or kept in or on the Project or any Part thereof which would be in violation of any statute, rule, ordinance, code, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the Project or any part thereof shall be committed by any Owner or any invitee, guest, family member, tenant or licensee of any Owner, and each Owner shall indemnify and hold the Heron Cove Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, guests, family members, tenants or licensees. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or Local Common Area or any part thereof, nor shall anything be done therein which may be or may become an unreasonable annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

10.4. Animals. For the purpose of this section, "animal" includes mammal, bird, reptile or fish. No poisonous or carnivorous snakes or reptiles, and no animal other than a domestic house pet shall be allowed in or on the Project. The Heron Cove Association may, by rules or regulations, prohibit or limit the raising, breeding, or keeping of animals in or on the Project or any part thereof, and provided further, that such domestic house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Project upon twenty-four (24) hour notice from the Heron Cove Association.

10.5. Rules and Regulations. No Owner shall violate the Heron Cove Association Rules for the use of the Units and of the Local Common Area as adopted from time to time by the Heron Cove Association or rules and regulations adopted pursuant to the River Run Declaration.

10.6. Maintenance of Interiors and Limited Common Area. Each Owner shall keep (and subject to Section 10.13 below, shall have exclusive control over) the interior of such Owner's Unit, including, without limitation, interior walls, windows, glass (interior), ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of repair and shall keep the heating and air conditioning equipment and water heater serving the Owner's Unit exclusively in a good state of maintenance and repair, and shall keep the fireplace and chimney flue serving the Owner's Unit in a clean and safe condition. Each Owner shall keep the Limited Common Area designated in Section 10.8 for the exclusive use of such Owner in connection with the Unit in a clean, sanitary and attractive condition, including removal of snow and ice, and shall notify the Heron Cove Association of any unsafe condition regarding said Limited Common Area.

10.7. Structural Alterations. No alterations to any Unit shall be made that would cause structural weakness or damage, and

no architectural changes, plumbing, electrical or similar work within the Local Common Area shall be done by any Owner without the prior written consent of the Heron Cove Association and no improvements, modifications, changes, alterations or additions shall be constructed on the Project without the prior written consent of the Board.

10.8. Patios, Balconies, Decks and Storage Areas. Each Owner of a Unit is hereby granted the exclusive use of the patio, balcony, deck and storage area designated for said Unit as described in the Condominium Map. Owners shall not and shall not permit anyone else to make any alterations or additions to, or permit any repainting, restraining, repair, replacement or other alteration of any decks, patios, balconies, storage areas and other extensions of any of the Units without the written consent of the Heron Cove Association. Additionally, nothing shall be stored on any deck, patio, balcony, stairway or entryway except upon the written consent of the Heron Cove Association.

10.9. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate any where upon the Project, and no odor shall be Permitted to arise therefrom so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Project so as to be offensive or detrimental to any other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Project without the prior written approval of the Board.

10.10. No Hazardous Activities. No activities shall be conducted upon the Project and no improvements constructed upon the Project which are or might be unsafe or hazardous to any person or property.

10.11. Unsightly Articles. No unsightly articles shall be permitted to remain on any portion of the Project as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the Board. No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible to other Units, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Project except within an enclosed structure or appropriately screened from view.

10.12. No Temporary Structures. No tent (other than for short term individual use), shack, or temporary building, improvement or structure shall be placed upon any portion of the

Project, except with the written consent of the Board or its representatives.

10.13. Window Treatment. All interior window treatments within a Unit which are visible from the exterior of the Units shall be neutral, earthtone colors.

10.14. Cumulative Effect. The restrictions on use set forth in this Article X are not intended to supersede or limit the restrictions on use set forth in the River Run Declaration, but are intended to be additional restrictions and cumulative therewith.

## ARTICLE XI

### INSURANCE

11.1. Types of Insurance. The Heron Cove Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in the State of Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Heron Cove Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Heron Cove Association may deem appropriate from time to time.

11.1.1. Casualty Insurance. The Heron Cove Association shall obtain insurance on the Project in an amount equal to 100% of current replacement cost thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance, if available and if deemed appropriate by the Heron Cove Association, and such other risks and hazards against which the Heron Cove Association shall deem it appropriate to provide insurance protection. The Heron Cove Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Heron Cove Association's opinion are consistent with good business practice.

11.1.2. Casualty Insurance - Personalty. Each Owner shall be responsible for obtaining casualty insurance on personalty located within such Owner's Unit.

11.1.3. Public Liability and Property Damage Insurance. The Heron Cove Association shall purchase broad form,

all risk, comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection; provided, however, that in no event shall such coverage be for an amount less than One Million And No/100ths (\$1,000,000) for bodily injury, including deaths of persons and property damage, per person, per occurrence. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Heron Cove Association, and activities in connection with the ownership, operation, maintenance, and other use of the Project.

11.1.4. Workmen's Compensation and Employer's Liability Insurance. The Heron Cove Association shall purchase workmen's compensation and employer's liability insurance and all similar insurance with respect to employees of the Heron Cove Association in the amounts and in the forms now or hereafter required by law.

11.1.5. Fidelity Insurance. The Heron Cove Association shall purchase blanket fidelity bonds for all employees, officers, directors, and all other persons handling or responsible for funds of or administered by the Heron Cove Association. The total amount of said fidelity bond coverage shall not be less than the estimated maximum of funds in the custody of the Heron Cove Association at any given time; provided, however, that in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate Local Regular Assessments on all Units. Said fidelity bonds shall:

11.1.5.1. Name the Heron Cove Association as an obligee;

11.1.5.2. Contain waivers by the issuers of said bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

11.1.5.3. Provide that said bonds may not be canceled or substantially modified without at least twenty (20) days prior written notice to the Heron Cove Association.

11.1.6. Other. The Heron Cove Association may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Project, including any personal property of the Heron Cove Association located thereon.



11.2. Form. Casualty insurance shall be carried in a form or forms naming the Heron Cove Association the insured as Trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit number, the appurtenant undivided interest in the Local Common Area, or Unit, if appropriate), and which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds to the Heron Cove Association as Trustee for the Owners and for the respective first Mortgagee which from time to time shall have given notice to the Heron Cove Association of such first Mortgages, such proceeds to be used in accordance with this Heron Cove Supplement. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after twenty (20) days prior written notice is first given to the Heron Cove Association, each Owner and to each first Mortgagee. The Heron Cove Association shall furnish to each Owner a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall not be invalidated or suspended as a result of breach of warranty, act, omission, negligence, or noncompliance with any provision of such policy by an Owner, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Public liability and property damage insurance shall name the Heron Cove Association as the insured, as Trustee for the Owners, and shall protect each Owner against liability for acts of the Heron Cove Association in connection with the ownership, operation, maintenance or other use of the Project.

11.3. Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Heron Cove Association, with respect to the Local Common Area, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

11.4. Insurance Proceeds. The Heron Cove Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained by the Heron Cove Association pursuant to this Article. The Heron Cove Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Local Common Area. Unless all Owners agree not to rebuild, the proceeds shall be used for such

purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed to the Owners in an amount proportionate to their interest in the Project, which such interest shall be based on the percentages set forth in Exhibit B as the same may be amended from time to time. Each Owner and each Mortgagee shall be bound by the apportionment of damages and of the insurance proceeds made by the Heron Cove Association pursuant hereto.

11.5. Owner's Own Insurance. Notwithstanding the provisions of this Article XI, each Owner may obtain insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Heron Cove Association obtains pursuant to this Article. All such insurance on the Owner's Condominium shall waive the insurance company's right of subrogation against the Heron Cove Association, the other Owners, and the servants, agents and guests of any of them.

## ARTICLE XII

### CASUALTY DAMAGE OR DESTRUCTION

12.1. Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Owners and Mortgagees and all subsequent Owners and Mortgagees, whether or not it be so expressed in the deed or other instrument by which any Owner or Mortgagee acquires his Condominium.

12.2. Association as Agent. All of the Owners and Mortgagees irrevocably constitute and appoint the Heron Cove Association their true and lawful attorney in fact (in their name, place and stead) and trustee for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any Owner or Mortgagee of a deed or Mortgage from the Developer or from any Owner or Mortgagee shall constitute such appointment.

12.3. General Authority of Association. As attorney in fact, the Heron Cove Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. In the event any Mortgagee should not agree not to rebuild, the Heron Cove Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Heron Cove Association shall obtain the funds for such purpose by Local Special Assessments under Article VII of this Heron Cove Supplement.

12.4. Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, all or any part of the Project, the Heron Cove Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

12.5. Repair or Reconstruction. As soon as practicable after receiving these estimates, the Heron Cove Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Heron Cove Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Heron Cove Association may approve, provided that in such latter event, the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the buildings shall be substantially the same as prior to damage or destruction, unless otherwise agreed to by seventy-five percent (75%) of the Members.

12.6. Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner as set forth in Section 11.4.

### ARTICLE XIII

#### CONDEMNATION

13.1. Consequences of Condemnation. If at any time during the continuance of the Condominium ownership pursuant to this Heron Cove Supplement, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

13.2. Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Heron Cove Association.

13.3. Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the original purchase price for the Units established by the Developer (in

constant 1988 U.S. dollars) exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares, the same standard shall be employed to the extent it is relevant and applicable. On the basis of the principal set forth in the last preceding paragraph, the Heron Cove Association shall as soon as practicable determine the shares of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 11.4 of this Heron Cove Supplement.

13.4. Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, an Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable, the Heron Cove Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts as allocated among the Owners as follows:

13.4.1. The total amount allocated to taking of or injury to the Common Area and Local Common Area shall be apportioned among the particular Units involved in accordance with the formula set forth in Section 13.3.

13.4.2. The total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned;

13.4.3. The respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and

13.4.4. The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Heron Cove Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award, the Heron Cove Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 11.4 of this Heron Cove Supplement.

13.5. Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a Member of the Heron Cove Association. Thereafter, the Heron Cove Association shall reallocate the

Ownership, voting rights, and assessment ratio determined in accordance with this Heron Cove Supplement according to the formula set forth herein.

13.6. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

#### ARTICLE XIV

##### RIVER RUN HOMEOWNERS ASSOCIATION VOTING RIGHTS

All provisions for voting rights in the River Run Homeowners Association shall be as set forth in the River Run Declaration except that in determining the number of votes to be cast by Members, "one vote for each Building Lot" as set out in River Run Declaration Section 4.3 shall be replaced with "forty percent (40%) of one vote for each unit." Owners in Heron Cove shall be entitled to use all River Run Common Area, but shall not be entitled to use of Recreation Property, and Delegates to the River Run Homeowners Association shall not participate in Recreation Matters, except as provided in the River Run Declaration, as amended.

#### ARTICLE XV

##### REVOCATION OR AMENDMENT TO HERON COVE SUPPLEMENT

This Heron Cove Supplement shall not be revoked nor shall any of the provisions herein be amended except upon the recordation in the Ada County Recorder's Office of an instrument executed and acknowledged by the President and Secretary of the Association verifying that such amendment or revocation has been approved by an affirmative vote of sixty-seven percent (67%) of the Members and fifty-one percent (51%) of holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interest as Mortgagees appear in such record. Any such revocation or amendment shall be binding upon every Owner and every Condominium and all Mortgagees whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owners of each and every Condominium consents thereto; provided, however, that any amendment to this Heron Cove Supplement which is inconsistent with the terms of the River Run Declaration or which attempts to deannex the Project from the provisions of the River Run Declaration shall be null and void, unless approved in writing by the River Run Homeowners Association, Inc.

#### ARTICLE XVI

##### PERIOD OF CONDOMINIUM OWNERSHIP

The Condominium ownership created by this Heron Cove Supplement and the Condominium Map shall continue until this

Heron Cove Supplement is revoked in the manner provided in Article XV of this Heron Cove Supplement or until terminated in the manner provided in Article XIII (Condemnation).

## ARTICLE XVII

### EASEMENTS

17.1. Easements for Encroachments. If any part of the Local Common Area encroached or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Local Common Area, or Upon an adjoining Unit or Units, an easement of such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Local Common Area or the Units. Encroachments referred to therein include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

17.2. Easements of Access for Repair, Maintenance and Emergencies. Some of the Local Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Heron Cove Association as their agent, to have access to each Unit and to all Local Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any or all Local Common Area located therein or accessible therefrom and for taking emergency corrective action therein necessary to prevent damage to the Local Common Area or to another Unit or Units and to correct a violation of any covenant, restriction or condition when, after reasonable efforts by the Association, the Owner fails to do so. The Heron Cove Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, or emergency corrective action regarding any of the Local Common Area or as a result of emergency corrective action within another Unit at the instance of the Heron Cove Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially in the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Heron Cove Association by Local Limited Assessment pursuant to Articles VII and VIII herein.

17.3. Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area and Local Common Area necessary for access

to his Condominium and to the Limited Common Area designated for use in connection with his Condominium and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

17.4. Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Developer or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 17.1 through 17.3, above, even though no specific reference to such easements or to those sections appears in any such conveyance.

17.5. Public Easements. The Heron Cove Association may grant, convey and transfer to the general public such easements and rights-of-way over the Local Common Area including, without limitation, private streets and pathways located in the Local Common Area and Common Area, as the Association, in its sole discretion, deems necessary or advisable to provide the general public with rights of access over, across and upon the Project or any portion thereof.

#### ARTICLE XVIII

#### MISCELLANEOUS

18.1. Compliance with Provisions, Declarations, Articles and Bylaws of the Local Association. Each Owner shall comply with the provisions of this Heron Cove Supplement, the River Run Declaration, any Supplemental Declaration, the Articles, the Bylaws, the Local Association Rules, and the decisions and resolutions of the Heron Cove Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall, in addition to the other remedies provided herein, be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Heron Cove Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner, for self-help by the Heron Cove Association or its authorized representative so long as such self-help does not result in a disturbance of the peace, and for suspending rights to use the Local Common Area or any Owner's Unit.

18.2. Registration of Mailing Address. Each Owner shall register his mailing address with the Heron Cove Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. In case of a corporate, partnership or tenancy-in-common ownership, the entity or owners shall designate the corporate agent or managing partner or tenant-in-common upon whom notice shall be made, leaving with the Heron Cove Association a correct address. All notices or demands intended to be served upon the Heron Cove Association shall be given by registered or certified

mail, postage prepaid, to the address of the Association as designated in the Bylaws of the Heron Cove Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Heron Cove Association in writing. Unless the Mortgagee furnishes the Heron Cove Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Heron Cove Supplement. Any notice referred to in this section shall be deemed given when deposited in the United States mail in the form provided for in this section.

18.3. Owner's Obligations Continuing. All obligations of the Owner under and by virtue of the provisions contained in this Heron Cove Supplement shall continue, notwithstanding that he may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

18.4. Interpretation. If there is any conflict among the terms, conditions or covenants of this Heron Cove Supplement or the River Run Declaration, the most restrictive provision shall apply.

18.5. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

18.6. Severability. If any of the provisions of this Heron Cove Supplement or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Heron Cove Supplement, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

18.7. Statute. The provisions of this Heron Cove Supplement shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

18.8. No Separate Buildings. No separate principal building may be constructed on any lot other than the buildings shown on the plat.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary, of the Heron Cove Homeowners Association, Inc., certify under oath that the Heron Cove Supplement to the Declaration of Covenants, Conditions and Restrictions for River Run and Condominium Declaration for River Run Heron Cove Condominiums recorded in Ada County by River Run Development Company on March 28, 1998 (Instrument No. 8813976) has been duly and properly repealed in its entirety and replaced and amended by



the adoption of this Amended Heron Cove Supplement to the Declaration of Covenants, Conditions and Restrictions for River Run and Condominium Declaration for River Run Heron Cove Condominiums; that this Amended Heron Cove Supplement has been approved by an affirmative vote of sixty-seven percent (67%) of the members and fifty-one percent (51%) of the holders of any recorded mortgage covering or affecting any or all of the condominiums; and that this Declaration has been or shall be recorded in Ada County Recorder's Office.

HERON COVE HOMEOWNERS ASSOCIATION, INC.  
an Idaho nonprofit corporation

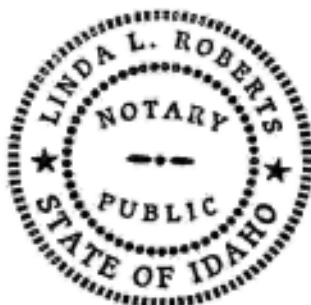
BY: Harlan P. Belisle  
PRESIDENT

BY: Robert H. Horton  
SECRETARY

STATE OF IDAHO            )  
                                  ) ss.  
County of Ada            )

On the 20<sup>th</sup> day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Harlan P. Belisle and Robert H. Horton, known or identified to me to be the President and Secretary, respectively, of the Heron Cove Homeowners Association, Inc., the corporation whose name is subscribed to be the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation.

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



Linda L. Roberts  
Notary Public for Idaho  
Residing at: Meridian, Id.  
My commission expires: 11-02-2001

**EXHIBIT A**

**TO**

**AMENDED HERON COVE SUPPLEMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR RIVER RUN AND CONDOMINIUM DECLARATION  
FOR RIVER RUN HERON COVE CONDOMINIUMS**

**Legal Description of Heron Cove Subdivision**

LEGAL DESCRIPTION OF  
HERON COVE SUBDIVISION

A portion of Lot 3, Block 1, River Run (Phase 6-A) as recorded in Book 53 at page 4697, records of Ada County, Idaho, and more particularly described as follows:

Commencing at the northwest corner of Lot 3, said point lying North 42°04'49" E. 452.43 feet from the southwest corner of Section 13, Township 3 North, Range 2 East, Boise Meridian, said point also being the POINT OF BEGINNING;

Thence along the boundary of Lot 3:

North 76°17'30" E. 236.32 feet to a point;  
Thence South 26°12'25" E. 25.00 feet to a point;  
Thence South 37°17'15" E. 110.50 feet to a point;

Thence leaving the boundary of Lot 3:

South 25°30'00" W. 48.50 feet to a point;  
Thence South 07°10'00" W. 165.53 feet to a point;  
Thence North 90°00'00" W. 131.16 feet to a point;  
Thence North 71°00'00" W. 24.00 feet to a point;  
Thence South 19°00'00" W. 10.02 feet to a point;  
Thence on a curve to the right, whose central angle is 19°00'00" radius is 85.04 feet, whose length is 28.20 feet and whose long chord bears South 28°30'00" West 28.07 feet to a point;

Thence South 38°00'00" West 15.11 feet to a point;

Thence on a curve to the right, whose central angle is 52°40'00", whose radius is 25.00 feet, whose length is 22.98 feet and whose long chord bears South 64°20'00" West 22.18 feet to a point;

Thence North 35°00'00" West 13.12 feet to a point;

Thence on a curve to the left, whose central angle is 41°10'17", whose radius is 38.73 feet, whose length is 27.83 feet and whose long chord bears North 55°35'08" West 27.23 feet to a point;

Thence on a curve to the right, whose central angle is 92°35'23", whose radius is 20.00 feet, whose length is 32.32 feet and whose long chord bears North 29°52'35" West 28.92 feet to a point on the westerly boundary of Lot 3;

Thence along said boundary on a curve to the right, whose central angle is 01°19'39", whose radius is 429.74 feet, whose

length is 9.96 feet and whose long chord bears North 17°04'56" East 9.96 feet to a point;

Thence on a curve to the left, whose central angle is 17°59'41", whose radius is 503.17 feet, whose length is 158.03 feet and whose long chord bears North 08°44'56" East 157.38 feet to a point;

Thence on a curve to the right, whose central angle is 50°59'55", whose radius is 20.00 feet, whose length is 17.80 feet and whose long chord bears North 25°15'10" East 17.22 feet to a point;

Thence on a curve to the left, whose central angle is 91°36'53", whose radius is 45.00 feet, whose length is 71.95 feet and whose long chord bears North 04°57'02" East 64.53 feet to the POINT OF BEGINNING.

Said parcel contains 2.0674 acres, more or less.

and

A portion of Lot 3, Block 1, River Run (Phase 6-A) as recorded in Block 53 at page 4697, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a corner common to the boundary of said Lot 3, Block 1, River Run (Phase 6-A) and the boundary of Heron Cove, a condominium subdivision, as recorded in Book 55 at page 5070, records of Ada County, Idaho, said point lying North 42°04'49" East 452.43 feet from the southwest corner of Section 13, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, said point also being the POINT OF BEGINNING;

Thence along the boundary of Heron Cove, a condominium subdivision, on a curve to the left, whose central angle is 92°35'23", whose radius is 20.00 feet, whose length is 32.32 feet and whose long chord bears South 29°52'35" East 28.92 feet to a point;

Thence on a curve to the right, whose central angle is 41°10'17", whose radius is 38.73 feet, whose length is 27.83 feet and whose long chord bears South 55°35'08" East, 27.23 feet to a point;

Thence South 35°00'00" East 13.12 feet to a point;

Thence on a curve to the left, whose central angle is 54°20'00", whose radius is 32.00 feet, whose length is 30.34 feet and whose long chord bears South 62°10'00" East, 29.22 feet to a point;

Thence South 89°20'00" East, 35.78 feet to a point;

Thence on a curve to the left, whose central angle is 52°40'00", whose radius is 25.00 feet, whose length is 22.98 feet and whose long chord bears North 64°20'00" East, 22.18 feet to a point;

Thence North 38°00'00" East 15.11 feet to a point;

Thence on a curve to the left, whose central angle is 19°00'00", whose radius is 85.03 feet, whose length is 28.20 feet and whose long chord bears North 28°30'00" East 28.07 feet to a point;

Thence North 19°00'00" East 10.02 feet to a point;

Thence South 71°00'00" East 24.00 feet to a point;

Thence South 90°00'00" East 131.16 feet to a point;

Thence leaving the boundary line of Heron Cove, a condominium subdivision

South 00°27'21" West 70.92 feet to a point;

Thence South 22°01'35" East 65.75 feet to a point;

Thence South 64°26'15" West 63.10 feet to a point;

Thence South 81°30'32" West 50.29 feet to a point;

Thence North 88°31'49" West 65.43 feet to a point

Thence South 80°45'13" West 112.05 feet to a point;

Thence South 67°35'15" West 58.44 feet to a point on the east right-of-way of East River Run Drive;

Thence North 00°43'19" West 30.00 feet to a point;

Thence South 89°15'41" West 9.50 feet to a point, said point being the southeast corner of Lot 2, River Run (Phase 6-A);

Thence along a line common to Lots 2 and 3, River Run (Phase 6-A);

North 00°43'19" West 95.80 feet to a point;

Thence on a curve to the right, whose central angle is 17°08'27", whose radius is 429.74 feet, whose length is 128.56 feet and whose long chord bears North 07°50'53" East 128.08 feet to the POINT OF BEGINNING.

Said parcel contains 1.1820 acres, more or less.

**EXHIBIT B**

**TO**

**AMENDED HERON COVE SUPPLEMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR RIVER RUN AND CONDOMINIUM DECLARATION  
FOR RIVER RUN HERON COVE CONDOMINIUMS**

**Condominium Map and Percentage Interest of  
Unit In Common Area and Interior Floor Area**

LOT DESCRIPTION AND DESIGNATED USE  
 SOI 6068  
 RESIDENTIAL USES  
 LANDSCAPING, PARKING AND PUBLIC UTILITY EASEMENT  
 PRIVATE STREET AND PUBLIC UTILITY EASEMENT

COMMON AREA - LOTS 1, 2, 3 & 4  
 LIMITED COMMON AREA - PATIOS, DECKS, TERRAZZOS,  
 STAIRS AND LANDSCAPE MEAS



CURVE TABLE:

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	17° 18' 30"	425.74	9.56	4.98	9.86	N 107° 04' 36"E
2	17° 58' 41"	503.47	128.03	79.63	127.36	N 107° 04' 36"E
3	20° 58' 55"	20.00	17.89	9.34	17.22	N 205° 15' 18"E
4	91° 38' 53"	40.00	71.95	48.25	64.53	N 64° 57' 02"E
5	82° 40' 00"	25.00	45.00	29.66	54.28	N 248° 30' 00"W
6	54° 20' 00"	32.00	55.00	35.96	67.18	N 62° 10' 00"W
7	41° 15' 13"	38.73	38.73	24.84	57.42	N 62° 10' 00"W
8	80° 25' 23"	20.00	37.32	23.92	45.24	N 48° 52' 00"E
9	5° 24' 18"	45.00	4.24	2.19	4.24	N 15° 15' 45"E
10	5° 24' 18"	45.00	4.24	2.19	4.24	N 15° 15' 45"E
11	20° 58' 55"	10.40	18.85	10.40	19.33	N 27° 45' 20"E
12	20° 58' 55"	10.40	18.85	10.40	19.33	N 27° 45' 20"E
13	43° 00' 00"	12.50	22.50	14.50	26.50	N 43° 00' 00"E
14	43° 00' 00"	12.50	22.50	14.50	26.50	N 43° 00' 00"E
15	85° 50' 00"	17.68	32.75	20.72	37.79	N 85° 00' 00"E
16	48° 30' 00"	46.00	38.94	25.72	46.00	N 85° 00' 00"E
17	102° 52' 55"	15.47	27.54	18.10	34.04	N 31° 58' 00"E
18	90° 00' 00"	30.00	47.12	30.00	48.43	N 38° 59' 00"W
19	90° 00' 00"	30.00	47.12	30.00	48.43	N 38° 59' 00"W
20	127° 00' 00"	20.00	21.75	15.63	25.56	N 37° 45' 00"W
21	127° 00' 00"	20.00	21.75	15.63	25.56	N 37° 45' 00"W
22	80° 00' 00"	10.00	19.41	12.50	23.92	N 70° 25' 35"W
23	80° 00' 00"	10.00	19.41	12.50	23.92	N 70° 25' 35"W
24	80° 00' 00"	10.00	19.41	12.50	23.92	N 70° 25' 35"W
25	33° 30' 00"	20.00	18.00	10.98	21.21	N 65° 15' 00"W
26	33° 30' 00"	20.00	18.00	10.98	21.21	N 65° 15' 00"W
27	90° 00' 00"	31.42	31.42	20.00	38.28	N 38° 59' 00"E

NOTES:

1. A PERMANENT EASEMENT, WHICH SHALL RUN WITH THE LAND, IS GRANTED TO EACH OWNER IN THIS PLAN FOR ACCESS AND EGRESS OVER LOT 2, BLOCK 1, A PRIVATE STREET.
2. ALL UTILITIES SHALL BE LOCATED IN THE COMMON AREAS AND SHALL CONFORM TO THE APPLICABLE DRAINING REGULATIONS OF BOISE CITY AND AS MODIFIED BY ORDINANCES AND ORDERS OF THE BOARD OF PUBLIC UTILITIES.
3. LOTS 1, 2, 3 AND 4 OF BLOCK 1, ARE SUBJECT TO A DRAINAGE UTILITY EASEMENT FOR COLLECTION, CONVEYANCE AND MAINTENANCE OF ALL UNDERGROUND UTILITIES.
4. ALL UTILITIES SHALL BE LOCATED IN THE COMMON AREAS AND SHALL CONFORM TO THE APPLICABLE DRAINING REGULATIONS OF BOISE CITY AND AS MODIFIED BY ORDINANCES AND ORDERS OF THE BOARD OF PUBLIC UTILITIES.
5. ALL UTILITIES SHOWN HEREON APPLY AS PROVIDED IN SECTION 2-1003, BOISE CODE.
6. THIS PLAN IS SUBJECT TO THE RECORD COPY COMPLIMENT TO THE DECLARATION OF CONVEYANCE, CONDITIONS AND RESTRICTIONS FOR RIVER PARK CONDOMINIUM DEVELOPMENT FOR PHASE 6A, WHICH IS RECORDED IN BOOK 2786, PAGE 100 OF THE PUBLIC RECORDS OF ADA COUNTY, IDAHO.
7. AN EASEMENT IS GRANTED TO BLOCK 1, PHASE 6A, RECORDS OF ADA COUNTY, IDAHO, BOOK 2786, PAGE 100 OF THE PUBLIC RECORDS OF ADA COUNTY, IDAHO, FOR THE COMMON AREAS.
8. CONSTRUCTION OF SEPARATE STRUCTURAL BEHAVIORS, EXCEPT FOR THE UNITS AS SHOWN HEREON, IS PROHIBITED.
9. ALL UTILITIES SHOWN HEREON ARE PROVIDED FOR IN THE DECLARATION, CHARTERS AND RESTRICTIONS FOR RIVER PARK CONDOMINIUM DEVELOPMENT FOR PHASE 6A, WHICH IS RECORDED IN BOOK 2786, PAGE 100 OF THE PUBLIC RECORDS OF ADA COUNTY, IDAHO.
10. BUILDING FINISHED FLOORS TO BE LOCATED AT A MINIMUM OF 100 FEET ABOVE THE 100 YEAR FLOOD PLAIN ELEVATION.

LINE TABLE:

LINE	BEARINGS	DISTANCE
1	S 25° 12' 28"E	20.00
2	N 71° 59' 58"W	24.00
3	S 15° 03' 53"W	10.00
4	S 20° 02' 00"W	15.11
5	N 60° 20' 00"W	25.79
6	S 85° 00' 00"W	33.12
7	S 10° 00' 00"E	42.56
8	S 10° 00' 00"E	30.38
9	N 72° 30' 00"E	N 74
10	N 72° 30' 00"E	N 74
11	N 72° 30' 00"E	N 74
12	N 18° 02' 00"E	10.24
13	S 07° 00' 00"W	1.00

LEGEND:

- ① LOT NUMBER
- ②-④-⑤ FIRST FLOOR UNIT/SECOND FLOOR UNIT
- ⑥-⑧ GARAGE UNIT
- ⑨ INDICATES LIMITED COMMON AREA
- ⑩ BUILDING FOOTPRINTS
- ⑪ 1/2" x 1/2" NON FINISHED
- ⑫ 3/4" x 3/4" NON FINISHED
- ⑬ 5/8" x 3/4" NON FINISHED
- ⑭ 1/2" x 1/2" NON FINISHED PERPENDICULAR OFFSET (100%)
- ⑮ 1/2" x 1/2" NON FINISHED PERPENDICULAR OFFSET (50%)
- ⑯ PERPENDICULAR OFFSET
- ⑰ 1/2" x 1/2" NON FINISHED PERPENDICULAR OFFSET (100%)
- ⑱ 1/2" x 1/2" NON FINISHED PERPENDICULAR OFFSET (50%)
- ⑲ LEAS AND TRAP (SEE)

# HERON COVE A CONDOMINIUM SUBDIVISION

A RESUBDIVISION OF A PORTION OF LOT 3, BLOCK 1,  
 RIVER RUN (PHASE 6A)

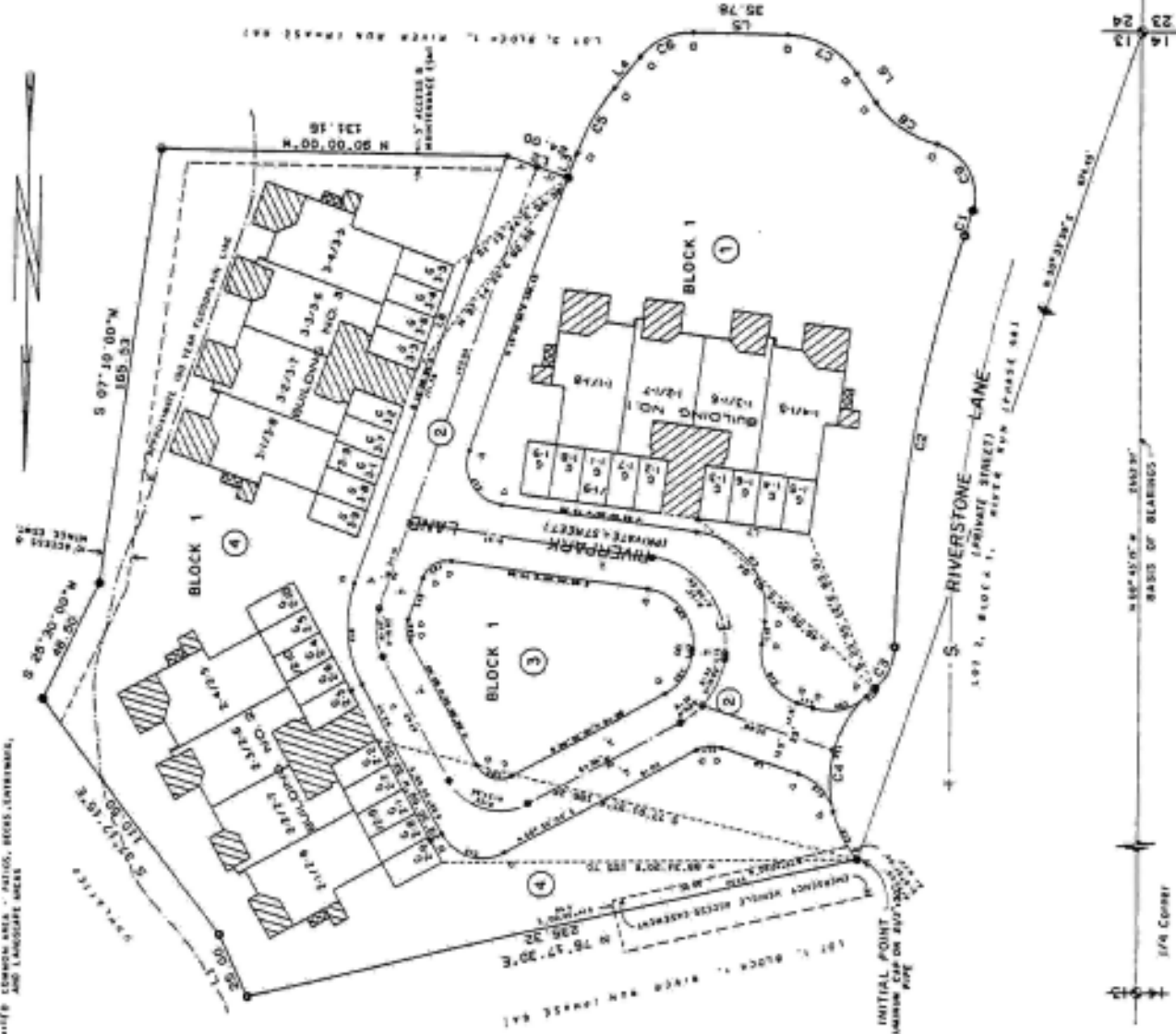
ADA COUNTY, IDAHO

Prepared By  
**C.T.M. ENGINEERING**  
 Boise, Idaho

1988

CTM 700-C-5

Scale of Bearings with the 47° 00' 00" True Meridian



# HERON COVE

A CONDOMINIUM SUBDIVISION

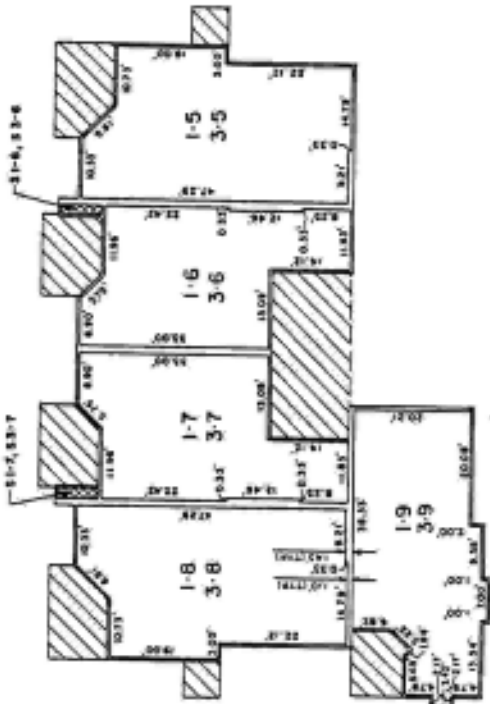
1988

DEVELOPER:  
RIVER RUN DEVELOPEMENT CO.

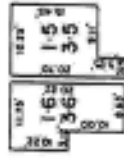
Prepared By  
C.T.M. ENGINEERING  
Boise, Idaho

### LEGEND

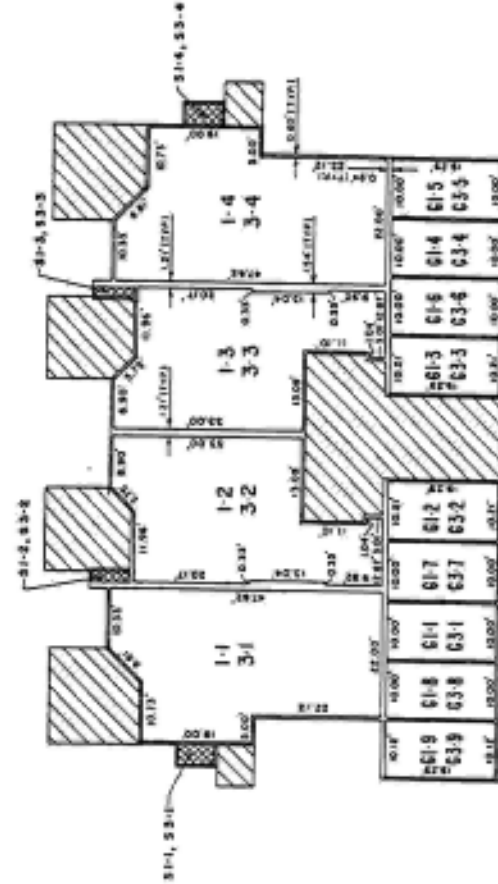
- S 1-4 DENOTES STORAGE AREA DESIGNATION
- INDICATES LIMITED COMMON AREA FOR DECKS, PATIOS, ENTRIES, OR LANDSCAPING.
- INDICATES LIMITED COMMON AREA FOR STORAGE PURPOSES.



SECOND FLOOR

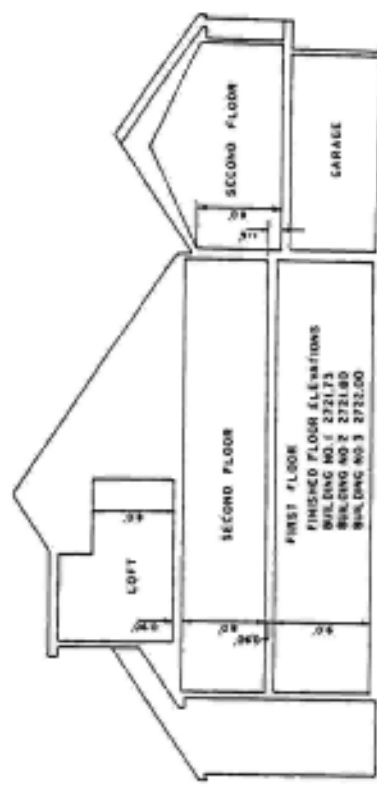


SECOND FLOOR LOFT



FIRST FLOOR  
BUILDING NO. 1 & 3

SCALE: 1" = 15'



NOTE: Some rooms on second floor have reduced ceiling heights which vary in height.

TYPICAL SECTION

NOT TO SCALE



# HERON COVE

A CONDOMINIUM SUBDIVISION

1988

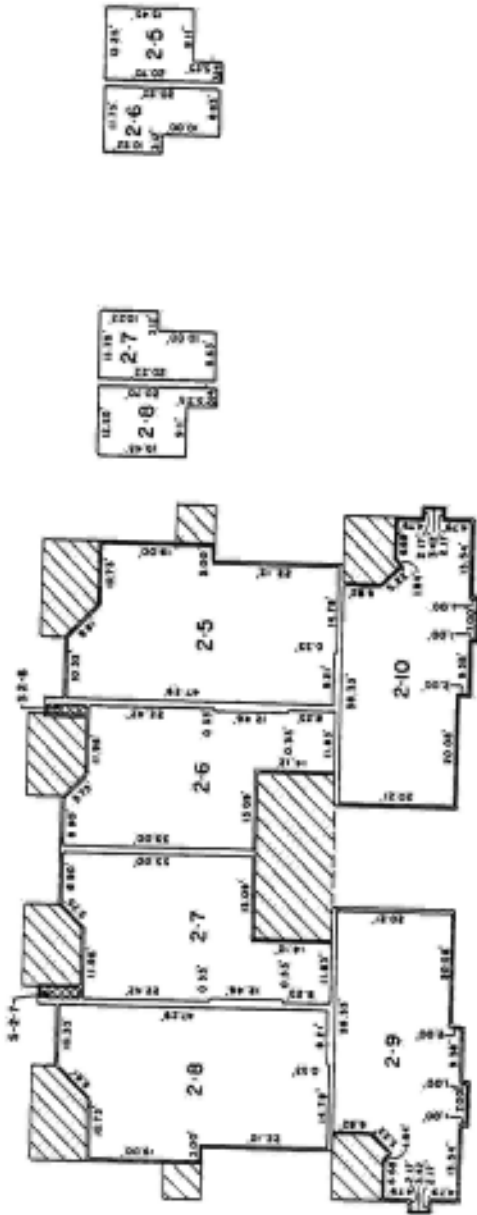
DEVELOPER:

RIVER RUN DEVELOPEMENT CO.

Prepared By

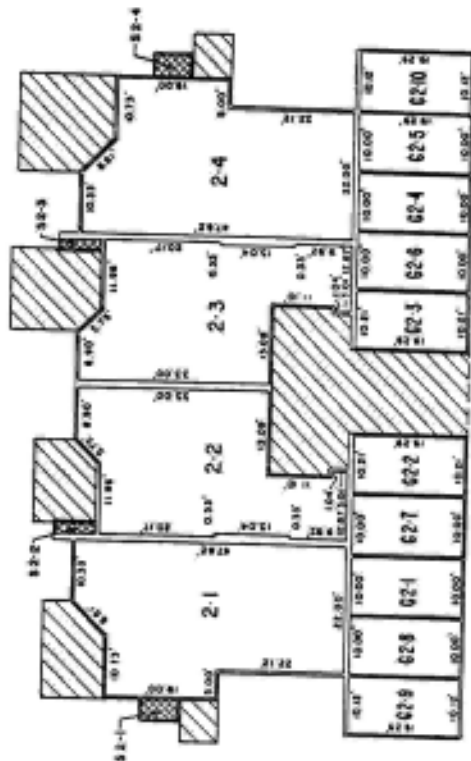
C.T.M. ENGINEERING

Boise, Idaho



SECOND FLOOR

SECOND FLOOR LOFT



FIRST FLOOR  
BUILDING NO. 2

SCALE: 1/4" = 1'-0"

OWNERSHIP TABLE

UNIT NO.	UNIT AREA 150 S.F.	% OWNERSHIP
1	1084.00	1.00000
2	914.43	1.00000
3	934.47	1.00000
4	1084.00	1.00000
5	1033.00	1.00000
6	1135.85	1.00000
7	1035.85	1.00000
8	1035.85	1.00000
9	976.24	1.00000
10	408.24	1.00000

# HERON COVE A CONDOMINIUM SUBDIVISION

**CERTIFICATE OF OWNERS:**

There is to certify that the undersigned are the owners of the property hereinafter described: a portion of Lot 3, Block 3, Silver Run (Phase A-1) as recorded in Book 33 of Page 1847 Records of Ada County, Idaho, and more particularly described as follows:

Commencing at the northwest corner of Lot 3, said point being N 30° 34' 00" E 474.42 Feet from the southeast corner of Section 13, T. 29., R. 2E., S. 8., said point also being the POINT OF BEGINNING; thence S 74° 33' 30" E 214.37' boundary of Lot 3  
 S 28° 12' 30" E 25.80 Feet to a point; thence S 37° 17' 15" E 51.50 Feet to a point; thence S 29° 10' 00" E 48.95 Feet to a point; thence leaving the boundary of Lot 3  
 S 40° 20' 00" E 145.53 Feet to a point; thence S 40° 20' 00" E 25.00 Feet to a point; thence S 17° 00' 00" E 45.34 Feet to a point; thence S 28° 07' 00" E 45.34 Feet, whose length is 28.20 Feet and whose long chord bears S 68° 32' 00" E 28.07 Feet to a point; thence S 15° 13' 00" E 51.53 Feet to a point; thence on a curve to the right, whose central angle is 17° 40' 00", whose radius is 25.00 Feet, whose length is 22.10 Feet, and whose long chord bears S 85° 12' 00" E 31.78 Feet to a point; thence on a curve to the right, whose central angle is 14° 10' 00", whose radius is 17.00 Feet, whose length is 10.38 Feet and whose long chord bears S 10° 10' 00" E 11.72 Feet to a point; thence on a curve to the left, whose central angle is 8° 53' 00" E 22.21 Feet, whose length is 27.93 Feet and whose long chord bears S 55° 33' 00" E 22.21 Feet to a point; thence along said boundary S 17° 33' 30" E 28.42 Feet to a point, whose length is 9 feet on the right, whose central angle is 11° 19' 19", whose radius is 498.74 Feet, whose length is 434.05 Feet and whose long chord bears S 17° 00' 00" E 9.98 Feet to a point; thence on a curve to the left, whose central angle is 17° 43' 41", whose radius is 501.31 Feet, whose length is 134.05 Feet and whose long chord bears S 38° 44' 58" E 117.20 Feet to a point; thence on a curve to the right, whose central angle is 18° 53' 55", whose radius is 28.00 Feet, whose length is 17.80 Feet and whose long chord bears S 25° 15' 18" E 31.22 Feet to a point; thence on a curve to the left, whose central angle is 18° 21' 18", whose radius is 45.00 Feet, whose length is 37.85 Feet and whose long chord bears S 65° 37' 02" E 44.53 Feet to the POINT OF BEGINNING.

Said parcel contains 4.5875 acres, more or less.

That it is the intention of the undersigned to and they do hereby declare said land to this plat, the same to be dedicated to the public, but the right to use said easement is hereby reserved for public utilities and for such other uses as designated hereon and no structures other than for such utility purposes are to be erected within the limits of said easements.

SILVER RUN DEVELOPMENT COMPANY,  
As Oregon Corporation


Peter S. O'Neill  
Peter S. O'Neill

ACKNOWLEDGMENT:  
STATE OF IDAHO            1    98  
County of ADA                 1    98



ON THIS 20<sup>th</sup> day of November, 1987, before me, the undersigned Notary Public in and for said State, personally appeared Peter S. O'Neill, President of Silver Run Development Company and aware to me to be the officer of this Corporation, that executed the foregoing declaration and acknowledged to me that such Corporation executed the same.

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

Scott T. O'Neil  
Notary Public, State of Idaho  
Residing in Boise, Idaho  
My Commission Expires \_\_\_\_\_



ADA COUNTY ASSASSORS OFFICE  
[Signature]  
7-27-88


							
--	--	--	--	--	--	--	--

**CERTIFICATE OF SURVEY:**  
This is to certify that I, JOHN W. MATZINGER, Registered Land Surveyor, supervised the survey of the land as described in the Certificate of Survey and that this plat is a true and correct representation of said survey as made and shown on said lines and designated herein as HERON COVE and same in accordance with the laws of the State of Idaho relating to plats and surveys.

CERTIFICATE BEING THE RETURN FROM  
Said surveyors of this plat are hereby returned according to the laws to be read on file with the County recorder or his agent, listing the conditions of approval.

Date: November 25/1987 Nancy Schmitt  
Notary Public

A.C.S. (COMM) SURVEYOR'S ACCEPTANCE:  
The foregoing plat was accepted and approved by the Ada County Highway District Commissioners on November 19, 1987.



CITY ENGINEER'S AFFIDAVIT:  
The undersigned hereby certifies that the property described in this plat 1987 within the City limits of Boise, Idaho, and that this plat has been examined by the undersigned and is approved.

[Signature]  
City Engineer



CITY ACCEPTANCE:  
I, the undersigned, City Clerk in and for the County of Boise, Ada County, Idaho, do hereby certify that on the meeting of the Boise City Council held on the 19<sup>th</sup> day of November, 1987, this plat was duly accepted and approved.

[Signature]  
City Clerk



CERTIFICATE OF COUNTY ENGINEER:  
This is to certify that the undersigned has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho relating thereto.

[Signature]  
County Engineer



CERTIFICATE OF COUNTY ENGINEER:  
THIS IS TO CERTIFY THAT THE COUNTY ENGINEER OF THE COUNTY OF ADA, STATE OF IDAHO, HAS CHECKED THE PLAT, 20-1388, HERON COVE, THAT ANY AND ALL DELINQUENT COUNTY PROPERTY TAXES FOR THE PRECEDING YEAR ARE PAID IN FULL; THIS CERTIFICATION IS VALID FOR INDETERMINATE PERIODS ONLY.

[Signature]  
County Engineer



COUNTY RECORDERS CERTIFICATE:  
INSTRUMENT NUMBER: 8813977

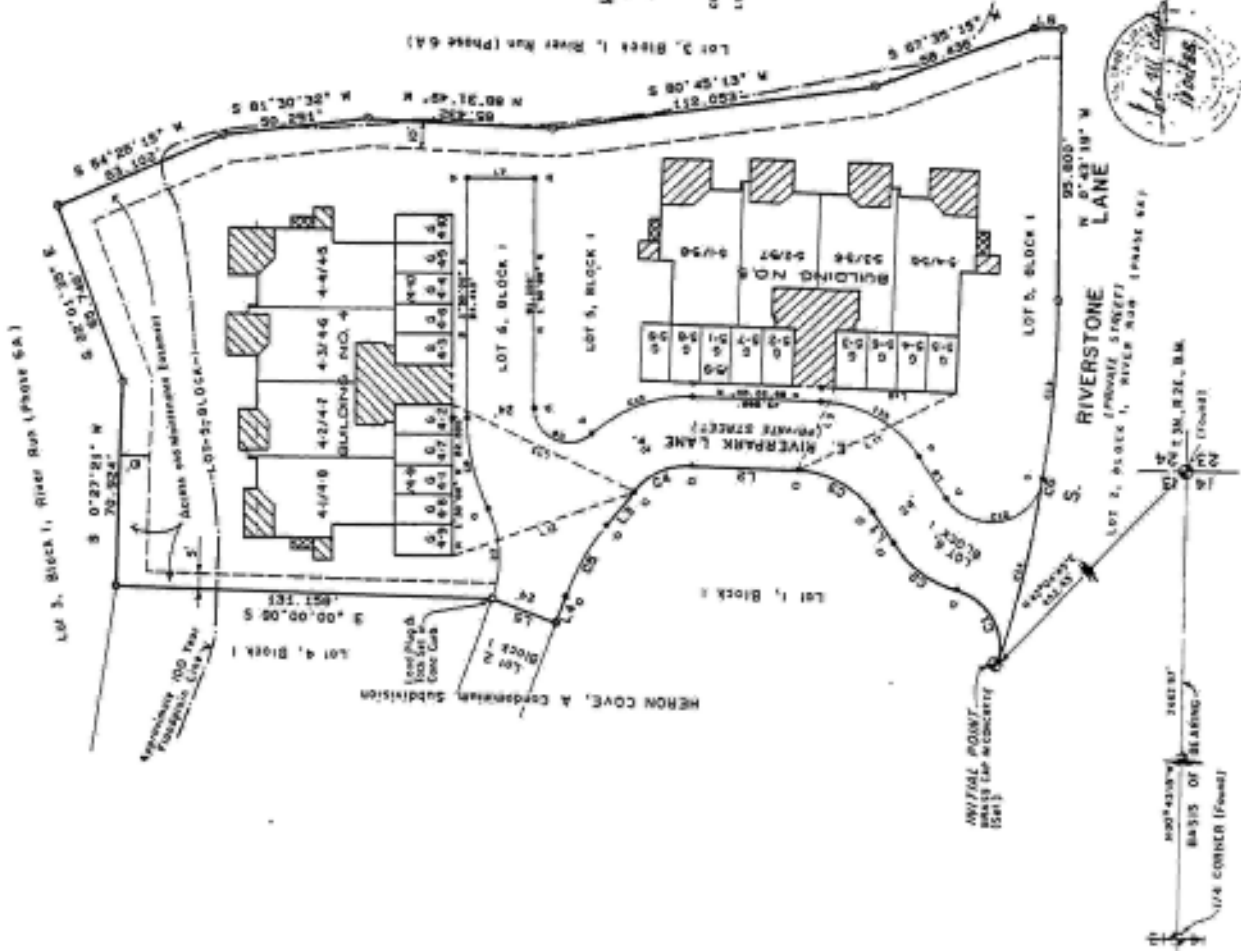
This is to certify that the foregoing plat was filed for record in the Office of the Recorder of Ada County, Idaho, this 28<sup>th</sup> day of November, 1987 at 10:28 am at the County Recorder's Office, Boise, Idaho, duly recorded in Plat Book No. 38.

[Signature]  
County Recorder

Book 56 Page 51

# HERON COVE NO. 2 A CONDOMINIUM SUBDIVISION

A RESUBDIVISION OF A PORTION OF LOT 3, BLOCK 1,  
RIVER RUN (PHASE 6A) AND AN ADDITION TO HERON COVE,  
A CONDOMINIUM SUBDIVISION  
ADA COUNTY, IDAHO



CURVE TABLE:

CURVE	ARC	DELTA
C1	20.380	85° 25' 23"
C2	21.487	41° 15' 17"
C3	22.600	34° 20' 00"
C4	22.880	19° 00' 00"
C5	23.150	15° 00' 00"
C6	23.420	12° 00' 00"
C7	23.690	10° 00' 00"
C8	23.960	9° 00' 00"
C9	24.230	8° 30' 00"
C10	24.500	8° 15' 00"
C11	24.770	8° 10' 00"
C12	25.040	8° 05' 00"
C13	25.310	8° 02' 00"
C14	25.580	8° 00' 00"

RADIUS	CHORD LENGTH	CHORD BEARING
20.000	18.32	S 29° 52' 30" E
21.000	19.32	S 29° 15' 00" E
22.000	20.32	S 28° 15' 00" E
23.000	21.32	S 27° 15' 00" E
24.000	22.32	S 26° 15' 00" E
25.000	23.32	S 25° 15' 00" E
26.000	24.32	S 24° 15' 00" E
27.000	25.32	S 23° 15' 00" E
28.000	26.32	S 22° 15' 00" E
29.000	27.32	S 21° 15' 00" E
30.000	28.32	S 20° 15' 00" E
31.000	29.32	S 19° 15' 00" E
32.000	30.32	S 18° 15' 00" E
33.000	31.32	S 17° 15' 00" E
34.000	32.32	S 16° 15' 00" E
35.000	33.32	S 15° 15' 00" E
36.000	34.32	S 14° 15' 00" E
37.000	35.32	S 13° 15' 00" E
38.000	36.32	S 12° 15' 00" E
39.000	37.32	S 11° 15' 00" E
40.000	38.32	S 10° 15' 00" E
41.000	39.32	S 9° 15' 00" E
42.000	40.32	S 8° 15' 00" E
43.000	41.32	S 7° 15' 00" E
44.000	42.32	S 6° 15' 00" E
45.000	43.32	S 5° 15' 00" E
46.000	44.32	S 4° 15' 00" E
47.000	45.32	S 3° 15' 00" E
48.000	46.32	S 2° 15' 00" E
49.000	47.32	S 1° 15' 00" E
50.000	48.32	S 0° 15' 00" E

LINE TABLE:

LINE	BEARING	CORNER
L1	S 35° 45' 00" E	1
L2	S 35° 45' 00" E	2
L3	S 35° 45' 00" E	3
L4	S 35° 45' 00" E	4
L5	S 35° 45' 00" E	5
L6	S 35° 45' 00" E	6
L7	S 35° 45' 00" E	7
L8	S 35° 45' 00" E	8
L9	S 35° 45' 00" E	9
L10	S 35° 45' 00" E	10
L11	S 35° 45' 00" E	11
L12	S 35° 45' 00" E	12
L13	S 35° 45' 00" E	13

- LEGEND -

- 4-4/4-6 FIRST FLOOR UNIT/SECOND FLOOR UNIT
- 1/4-0 SECOND FLOOR UNIT OVER GARAGE
- 4-5 GARAGE UNIT
- Indicates Limited Common Area
- Indicates Limited Common Area for Storage Purpose. See Sheets 2 and 3 for all locations and designations.
- 5/8" x 30" Iron Pin (Set)
- 5/8" x 36" Iron Pin (Set)
- 5/8" x 30" Iron Pin on 5' Perpendicular Offset (Set)
- 5/8" x 36" Iron Pin on 5' Perpendicular Offset (Set)
- 5/8" x 30" Iron Pin on 5' Perpendicular Offset (Found)
- Point Not Set, Reference Pin on 5' Perpendicular Offset
- 1/2" x 24" Iron Pin on 5' Perpendicular Offset (Set)
- LOT LINE
- BOUNDARY LINE
- BRASS CAP MONUMENTS

### LOT DESCRIPTION AND DESIGNATED USE

- 1. RESIDENTIAL, PARKING AND PUBLIC UTILITY EXEMPT
- 2. PRIVATE STREET AND PUBLIC UTILITY EXEMPT

### AREA DESIGNATIONS

COMMON AREA - LOT 5, 6  
LIMITED COMMON AREA, OFFICE, SOCIAL/ENTERTAINMENT, AND LANDSCAPE AREA.

PREPARED BY  
**C.T.M. ENGINEERING**  
Boise, Idaho  
1988

### NOTES:

- A PORTION OF THE LOT SHALL BE WITH THE LAND. IS GRANTED TO EACH OWNER IN THIS PLAN FOR TRESS AND CORNER OVER LOT 5 AND 6. PRIVATE STREET.
- BUILDING SETBACKS IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF BOISE CITY ON AS APPLICABLE BY CU 46-67.
- LOTS 5 AND 6, BLOCK 1, ARE SUBJECT TO A BLANKET UTILITY EASEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF ALL UNDERGROUND UTILITIES.
- AN EASEMENT IS GRANTED TO BOISE CITY FOR CONSTRUCTION AND MAINTENANCE OF A SEWERAGE SYSTEM IN LOT 5 OF THE COMMON AREA.
- BUILDING TIES SHALL BE 1/2" STEEL RODS WITH AN EMBEDMENT OF 12" INTO CONCRETE.
- DECLARATION SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 30-3005, IDAHO CODE.
- ALL DIMENSIONS SHALL BE FROM THE CORNER POINTS OF THE COMMON AREA.
- THIS PLAN IS SUBJECT TO THE HERON COVE DECLARATION OF CONVEYANCE, CONVEYANCE AND RESTRICTIONS FOR ALIEN USE AND CONDOMINIUM DECLARATION FOR THE HERON COVE CONDOMINIUM AS ADOPTED BY THE BOISE CITY COMMISSIONERS ON FEBRUARY 2, 1988.
- CONDOMINIUM REGULATIONS AND RESTRICTIONS FOR ALIEN USE AND CONDOMINIUM DECLARATION FOR THE HERON COVE CONDOMINIUM AS ADOPTED BY THE BOISE CITY COMMISSIONERS ON FEBRUARY 2, 1988.
- SUPPLEMENTAL FROM TIME TO TIME. CONTACT THE BOISE CITY COMMISSIONERS FOR THE HERON COVE DECLARATION.
- CONSTRUCTION OF SEWAGE TREATMENT PLANT SHALL BE COMPLETED BY THE OWNER OF THE HERON COVE DECLARATION.
- MAINTENANCE AND ACCESS EASEMENTS ARE PROVIDED FOR IN THE HERON COVE DECLARATION.
- BUILDING FINISHED FLOOR SHALL BE CONSTRUCTED A MINIMUM OF 1.00 FOOT ABOVE THE 100 YEAR FLOOD PLAIN ELEVATION.
- THE HERON COVE DECLARATION DESCRIBED ABOVE, THE HERON COVE NO. 2 HAS BEEN AMENDED TO ADD MADE A PART OF THE CONDOMINIUM PROJECT INITIALLY CREATED PURSUANT TO THE HERON COVE PLAT RECORDED AS ADA COUNTY INSTRUMENT NO. 881397.



56 Acres

# HERON COVE NO. 2 A CONDOMINIUM SUBDIVISION

1988

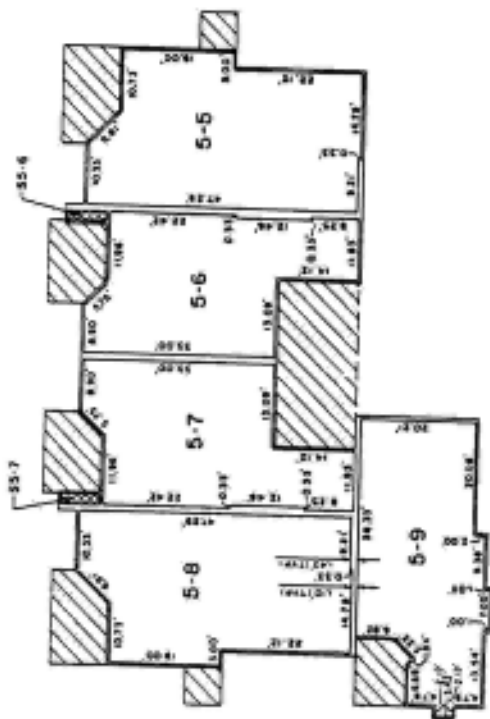
DEVELOPER:

RIVER RUN DEVELOPMENT CO.

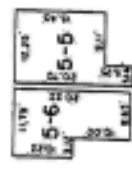
Prepared By  
**C.T.M. ENGINEERING**  
Boise, Idaho

### LEGEND

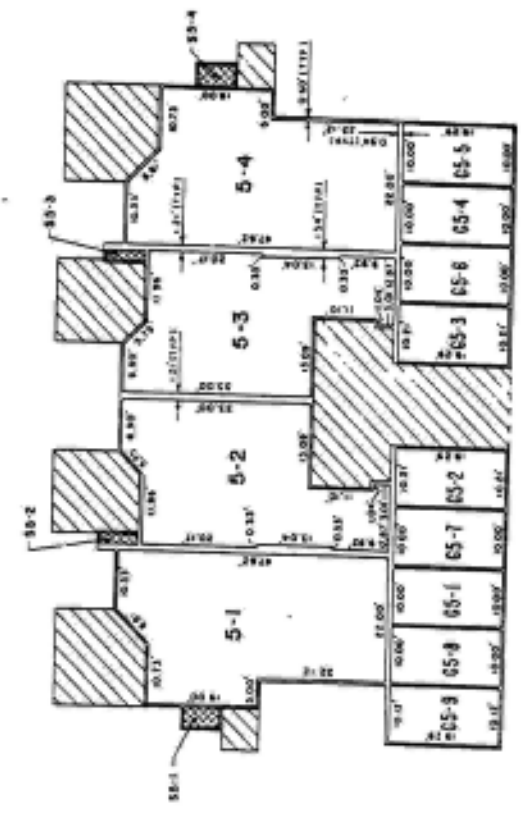
- 5-4-4 DENOTES STORAGE AREA RE-DESIGNATION
- [Hatched Box] INDICATES LIMITED COMMON AREA FOR DECKS, PATIOS, ENTRANCES, OR LANDSCAPING
- [Cross-hatched Box] INDICATES LIMITED COMMON AREA FOR STORAGE PURPOSES



SECOND FLOOR

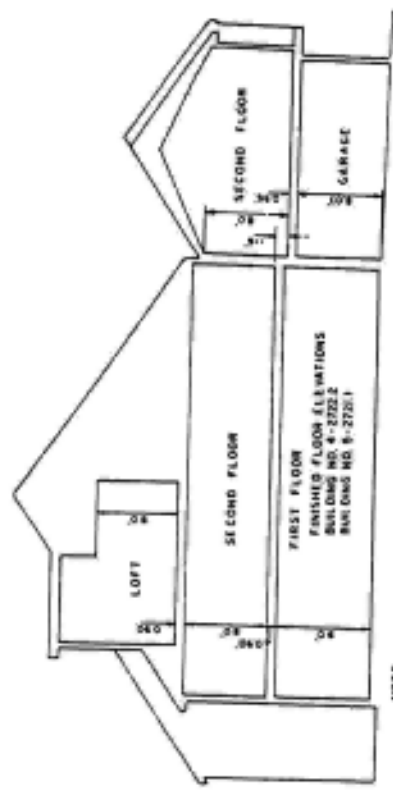


SECOND FLOOR LOFT



FIRST FLOOR  
BUILDING NO. 5

SCALE 1/4" = 1'-0"



NOTE: Some rooms are entered from rear exterior (shown which way is height).

TYPICAL SECTION

NOT TO SCALE

*Handwritten signature*  
10/20/88

# HERON COVE NO. 2 A CONDOMINIUM SUBDIVISION

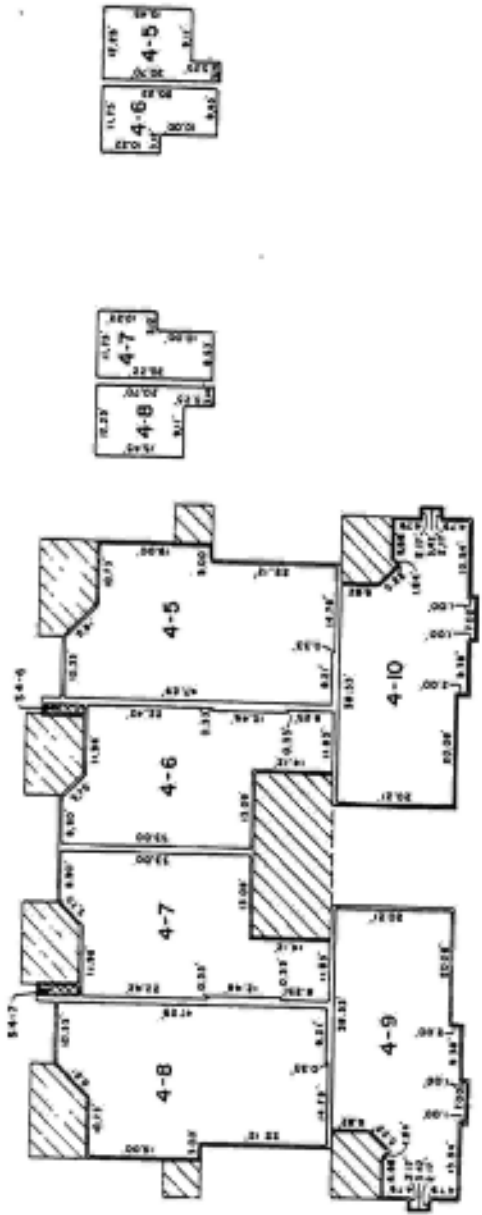
1988

DEVELOPER:

RIVER RUN DEVELOPMENT CO.

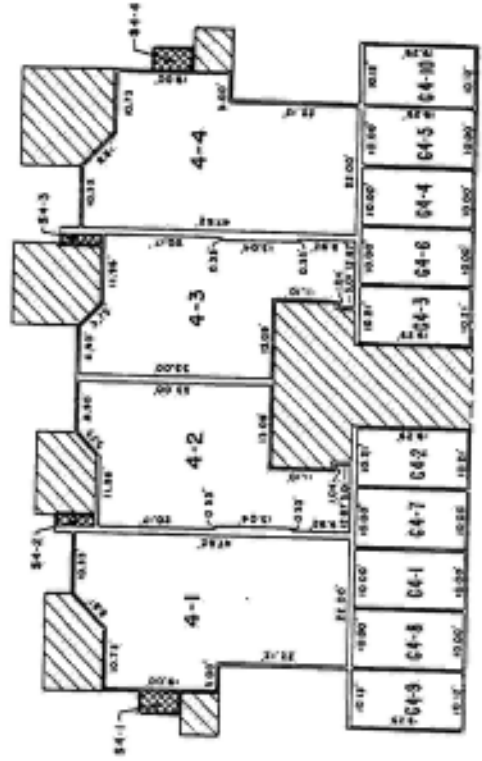
Prepared By

C.T.M. ENGINEERING  
Boise, Idaho



SECOND FLOOR

SECOND FLOOR LOFT



FIRST FLOOR  
BUILDING NO. 4

SCALE: 1/4" = 1'-0"





PERCENTAGE OF OWNERSHIP IN HERON COVE  
A CONDOMINIUM SUBDIVISION

BUILDING UNIT	PLAN	AREA (EXTERIOR MEASUREMENT) SF	AREA (INTERIOR - MEASUREMENT). SF	% OF BUILDING (INT. SF)	% OF TOTAL	
1	1	D	1,169	1,100	10.87%	2.09%
1	2	A	1,029	955	9.44%	1.82%
1	3	A	1,029	955	9.44%	1.82%
1	4	D	1,169	1,100	10.87%	2.09%
1	5	E	1,444	1,354	13.38%	2.58%
1	6	B	1,251	1,161	11.47%	2.21%
1	7	B	1,251	1,161	11.47%	2.21%
1	8	E	1,444	1,354	13.38%	2.58%
1	9	C	1,047	978	9.67%	1.86%
TOTAL BUILDING 1			10,833	10,118	100.00%	
2	1	D	1,169	1,100	9.91%	2.09%
2	2	A	1,029	955	8.61%	1.82%
2	3	A	1,029	955	8.61%	1.82%
2	4	D	1,169	1,100	9.91%	2.09%
2	5	E	1,444	1,354	12.20%	2.58%
2	6	B	1,251	1,161	10.46%	2.21%
2	7	B	1,251	1,161	10.46%	2.21%
2	8	E	1,444	1,354	12.20%	2.58%
2	9	C	1,047	978	8.81%	1.86%
2	10	C	1,047	978	8.81%	1.86%
TOTAL BUILDING 2			11,880	11,096	100.00%	
3	1	D	1,169	1,100	10.87%	2.09%
3	2	A	1,029	955	9.44%	1.82%
3	3	A	1,029	955	9.44%	1.82%
3	4	D	1,169	1,100	10.87%	2.09%
3	5	E	1,444	1,354	13.38%	2.58%
3	6	B	1,251	1,161	11.47%	2.21%
3	7	B	1,251	1,161	11.47%	2.21%
3	8	E	1,444	1,354	13.38%	2.58%
3	9	C	1,047	978	9.67%	1.86%
TOTAL BUILDING 3			10,833	10,118	100.00%	

BUILDING UNIT	FLAN	AREA (EXTERIOR MEASUREMENT) SF	AREA (INTERIOR MEASUREMENT) SF	% CF BUILDING (INTERIOR SF)	% CF TOTAL
4	1	D	1,169		
4	2	A	1,029	1,100	9.91%
4	3	A	1,029	955	8.61%
4	4	D	1,169	955	8.61%
4	5	E	1,444	1,100	9.91%
4	6	B	1,251	1,354	12.20%
4	7	B	1,251	1,161	10.46%
4	8	E	1,444	1,161	10.46%
4	9	C	1,047	1,354	12.20%
4	10	C	1,047	978	8.81%
TOTAL BUILDING 4			11,880	11,096	100.00%
5	1	D	1,169		
5	2	A	1,029	1,100	10.67%
5	3	A	1,029	955	9.44%
5	4	D	1,169	955	9.44%
5	5	E	1,444	1,100	10.87%
5	6	B	1,251	1,354	13.38%
5	7	B	1,251	1,161	11.47%
5	8	E	1,444	1,161	11.47%
5	9	C	1,047	1,354	13.35%
TOTAL BUILDING 5			10,833	10,118	100.00%

TOTAL ALL UNITS (INTERIOR) 52,546 SQUARE FEET 100.00%

Note: Individual condominium areas are calculated and tabulated by two methods. The first (Exterior) is by conventional home construction standards; the area includes the square footage occupied inside and including the exterior walls. The second (Interior) is by conventional condominium standards; the area includes the square footage occupied inside the exterior walls only ("paint-to-paint").

For assessment purposes the "Percent of Building" and "Percent of Total" columns are calculated by the Interior method.



**EXHIBIT C**

**TO**

**AMENDED HERON COVE SUPPLEMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR RIVER RUN AND CONDOMINIUM DECLARATION  
FOR RIVER RUN HERON COVE CONDOMINIUMS**

**Articles of Incorporation**