

# RIVER RUN (PHASE I-B)

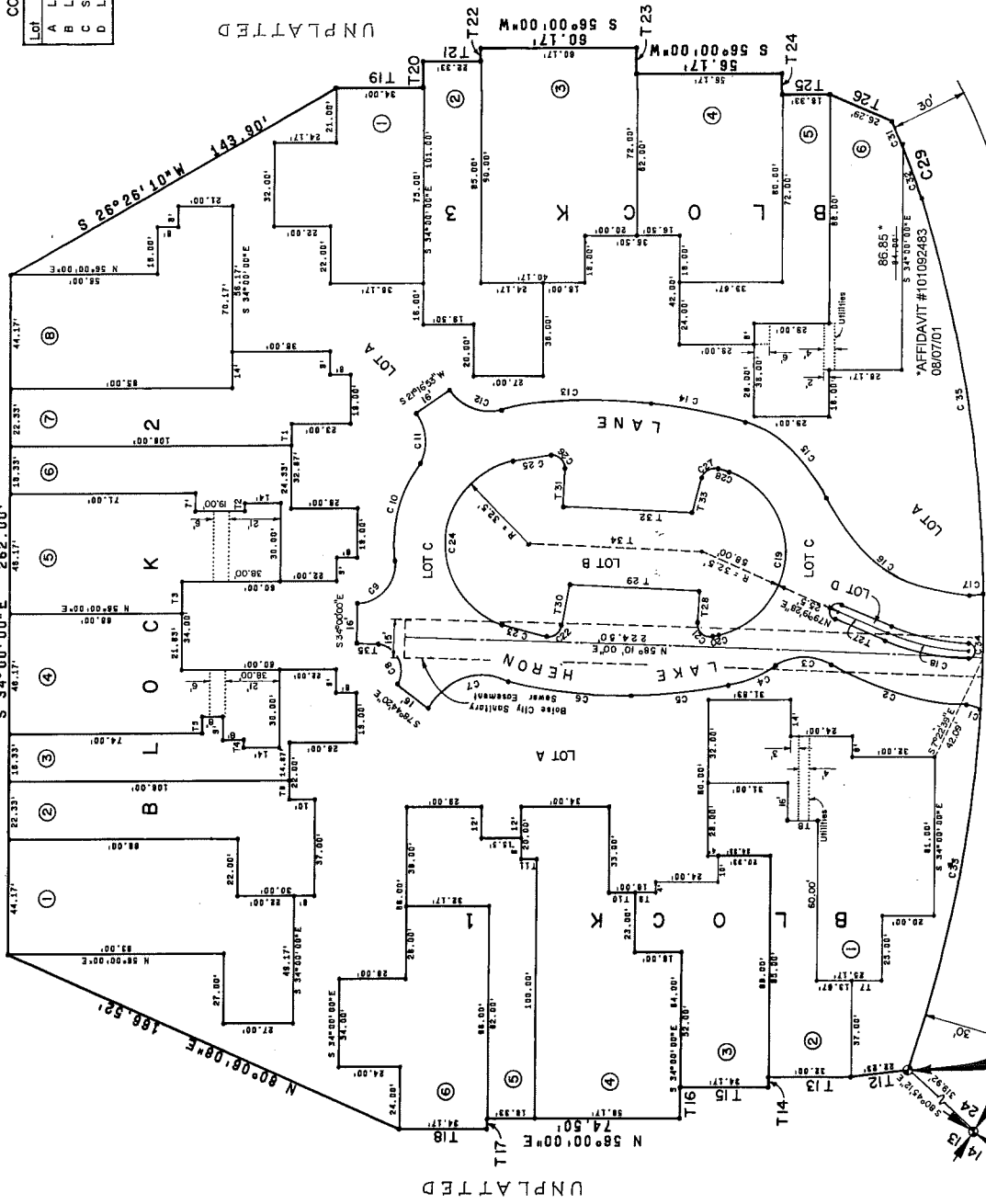
IN SECTIONS 13 AND 14, T.3N., R.2E., B.M.  
ADA COUNTY, IDAHO  
1979

UNPLATTED

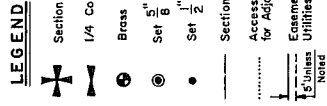


COMMON AREAS	
Lot	Description
A	Landslipped, Access, Utilities
B	Landslipped, Utilities, Recreation
C	Street, Utilities
D	Landslipped, Utilities, Recreation

No.	Orig.	L.
1	S 34°00'00"E	8.331
2	S 34°00'00"E	3.000
3	S 34°00'00"E	12.171
4	S 34°00'00"E	8.339
5	S 34°00'00"E	8.339
6	S 34°00'00"E	7.339
7	S 34°00'00"E	11.871
8	S 34°00'00"E	11.871
9	S 34°00'00"E	17.871
10	S 34°00'00"E	8.001
11	S 34°00'00"E	22.233
12	N 49°30'19"E	22.233
13	N 34°00'00"E	32.000
14	N 34°00'00"E	34.171
15	N 34°00'00"E	34.171
16	N 34°00'00"E	12.000
17	N 34°00'00"W	4.000
18	N 34°00'00"W	34.170
19	S 34°00'00"E	10.000
20	S 34°00'00"E	22.233
21	S 34°00'00"E	10.000
22	S 34°00'00"E	5.000
23	S 34°00'00"E	10.000
24	S 34°00'00"E	10.000
25	S 58°00'00"W	18.333
26	S 79°04'33"W	26.239
27	N 79°13'28"E	21.071
28	S 34°00'00"E	12.171
29	S 34°00'00"E	15.871
30	S 34°00'00"E	15.871
31	S 34°00'00"E	15.871
32	S 89°00'00"E	50.000
33	S 89°00'00"E	13.889
34	N 34°00'00"E	66.800
35	N 34°00'00"E	7.460

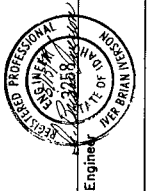


- NOTES**
- Building setbacks to be in accordance with Boise City Zoning Ordinance and P.U.D. approval.
  - Developer will comply with the requirements of Section 31-3905 Idaho Code.



CURVE TABLE

No.	Ch.	Brg.	Ch. L.	R.	Δ	L.	Ten.
1	N 69°34'42"E	E	6.40	15.00	24°38'37"	6.40	3.27
2	N 72°31'57"E	E	55.05	104.48	30°33'02"	55.71	28.54
3	N 55°08'14"E	E	21.59	20.00	69°20'25"	22.81	12.85
4	N 49°32'05"E	E	34.91	181.16	1°04'18"	33.00	17.55
5	N 61°36'03"E	E	41.21	181.16	19°03'47"	41.30	20.74
6	S 39°41'48"W	W	44.77	47.01	56°52'17"	46.66	25.45
7	S 59°22'10"E	E	18.49	10.00	13°51'15"	23.61	24.30
8	S 09°39'45"W	W	22.41	15.00	89°40'35"	23.31	16.86
9	S 34°00'00"E	E	22.23	32.50	89°50'25"	33.96	18.72
10	S 34°00'00"E	E	22.23	20.00	89°50'25"	23.48	13.31
11	S 34°00'00"E	E	22.23	20.00	89°50'25"	23.48	13.31
12	N 77°38'26"E	E	22.16	20.00	67°16'53"	23.48	13.31
13	N 53°08'56"E	E	57.61	181.16	18°17'53"	57.66	29.18
14	N 68°08'56"E	E	36.94	181.16	1°42'07"	37.00	18.56
15	S 81°35'57"E	E	43.35	52.50	48°48'05"	44.69	23.80
16	S 89°33'16"E	E	67.62	62.48	69°30'41"	71.44	40.20
17	S 89°33'16"E	E	67.62	62.48	69°30'41"	71.44	40.20
18	N 68°17'26"E	E	31.95	83.48	2°04'04"	83.51	42.27
19	S 30°00'00"E	E	62.79	32.50	15°00'00"	65.00	32.29
20	N 44°24'05"E	E	2.26	161.16	10°48'10"	2.26	1.33
21	S 89°05'55"E	E	7.89	5.00	10°41'50"	9.09	6.42
22	N 20°45'17"E	E	7.18	5.00	91°50'09"	8.01	5.16
23	N 70°30'10"E	E	17.79	161.16	6°10'40"	17.80	8.91
24	S 48°30'24"W	W	62.93	32.50	150°00'00"	65.08	32.29
25	S 80°50'52"E	E	7.64	161.16	93°41'45"	8.70	5.33
26	S 80°50'52"E	E	7.64	161.16	93°41'45"	8.70	5.33
27	S 26°33'40"W	W	7.18	5.00	91°50'05"	8.01	5.16
28	S 73°14'21"W	W	4.28	161.16	0°31'18"	4.28	2.14
29	N 59°33'23"W	W	31.76	235.04	0°44'31"	31.76	15.92
30	N 59°33'23"W	W	335.69	337.00	36°25'28"	341.39	176.69
31	N 59°33'23"W	W	335.69	337.00	36°25'28"	341.39	176.69
32	N 59°33'23"W	W	22.07	235.04	0°52'28"	22.07	11.03
33	S 22°48'27"E	E	141.09	337.00	19°05'52"	141.50	71.16
34	S 35°44'26"E	E	44.74	49°48'27"	0°46'48'27"	44.74	22.36
35	S 43°24'23"E	E	154.39	337.00	16°33'08"	155.13	78.11



**CHRONIC & ASSOCIATES**  
 Consulting Engineers  
 Boise Idaho

RIVER RUN SUBDIVISION PHASE I A

# RIVER RUN (PHASE I-B)

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That RIVER RUN DEVELOPMENT COMPANY, a partnership between K.C.D.M. Realty Inc. and P.C. Partnership, do hereby certify that they are the owners of the real property hereinafter described:

A tract of land in Sections 13 and 24, T.3 N., R.2 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Southeast corner of Section 13, T.3 N., R.2 E., B.M.; thence S 80° 45' 12" E, 319.92 feet to a pipe and brass cap marking the REAL POINT OF BEGINNING; thence N. 49° 30' 19" E, 25.23 feet to a point; thence N. 56° 00' 00" E, 32.00 feet to a point; thence N. 34° 00' 00" W, 4.00 feet to a point; thence N. 34° 00' 00" W, 12.00 feet to a point; thence N. 34° 00' 00" W, 4.00 feet to a point; thence N. 80° 06' 08" E, 166.52 feet to a point; thence S. 26° 26' 10" W, 143.90 feet to a point; thence S. 34° 00' 00" E, 10.00 feet to a point; thence N. 34° 00' 00" E, 5.00 feet to a point; thence N. 34° 00' 00" W, 10.00 feet to a point; thence S. 79° 04' 33" W, 8.00 feet to a point; thence S. 79° 04' 33" W, 26.29 feet to a point; thence S. 07° 44' 51" W, 235.04 feet, a length of 31.78 feet, and a long chord which bears N. 55° 33' 25" W, 31.76 feet to a point; thence along a curve to the right, which has a central angle of 36° 25' 26", a radius of 537.00 feet, a length of 341.38 feet, and a long chord which bears N. 33° 28' 14" W., 335.66 feet to a point; containing a calculated area of 3.12 acres, more or less.

The owners do hereby dedicate to the public, for use forever, the streets and public ways as shown on said plat of "RIVER RUN (Phase I-B)" public utility and drainage easements are not dedicated to the public, but the right of access to and use of public utility and drainage easements required to service all lots and parcels within this platting is perpetually reserved.

Building and Occupancy Restrictions See Book No. \_\_\_\_\_ of miscellaneous Records of Page No. \_\_\_\_\_, Ada County, Idaho, for Building and Occupancy Restrictions filed on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, at o'clock \_\_\_\_\_ M in the office of the Ada County Recorder, Boise, Idaho.

IN WITNESS WHEREOF: We have hereunto set our hands this 14<sup>th</sup> day of May, A.D. 1977

Peter S. O'Neill  
K.C.D.M. Realty Inc. Partner

William Johnson  
P.C. Partnership, Partner

## CERTIFICATE OF

I. J. Bialasiewicz, do hereby certify I am a Registered Professional Engineer, licensed by the State of Idaho, and that this plat of RIVER RUN (Phase I-B) as described in the "Certificate of Owners", was drawn from an actual survey made on the ground under my direct supervision, and this plat accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to Plats and Surveys.



Engineer

## CERTIFICATE OF CITY ENGINEER

I, the undersigned, City Engineer for Boise City, Ada County, Idaho, do hereby certify that I have checked this plat of RIVER RUN (Phase I-B) and that it complies with the State of Idaho Code relating to Plats and Surveys.



City Engineer

Date 6-15-77

## CERTIFICATE OF COUNTY ENGINEER

I, the undersigned, County Engineer for Ada County, Idaho, do hereby certify that I have checked this plat of RIVER RUN (Phase I-B) and that it complies with the State of Idaho Code relating to Plats and Surveys.



County Engineer

## APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Boise, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 23<sup>rd</sup> day of April, A.D. 1979, this plat of RIVER RUN (Phase I-B) was accepted and approved.



John K. Dieffenbach  
City Clerk Boise, Idaho

## APPROVAL OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

The foregoing plat was accepted and approved by the Highway District Commissioners of the Highway District of Ada County Highway District Commissioner's on the 17<sup>th</sup> day of May



John A. Jones  
Approval-Planning & Design Engineer

## CENTRAL DISTRICT HEALTH DEPARTMENT APPROVAL

Sanitary restrictions of this plat are hereby removed according to the letter to be read on the file with the County Recorder or his agent listing the conditions of approval.



Approved by Nancy E. Hulse  
COUNTY HEALTH DEPARTMENT  
COUNTY

## ACKNOWLEDGEMENT

STATE OF IDAHO ) ss  
COUNTY OF ADA )

On this 14 day of May, A.D. 1979, before me the undersigned, a Notary Public in and for said State, personally appeared Peter S. O'Neill & Bill M. Johnson known to me to be to the persons whose names are subscribed to the within instrument, and acknowledged to me they execute same.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my seal the day and year first above written.

Robert E. Miller  
Notary Public for Idaho

Residing at Boise Idaho  
My Commission expires 2/1/82

## COUNTY RECORDER'S CERTIFICATE

INSTRUMENT No. 7932980  
STATE OF IDAHO ) ss  
COUNTY OF ADA )

I hereby certify that this plat of RIVER RUN (Phase I-B) was filed at the request of John A. Jones at 11 o'clock A. M. this 18<sup>th</sup> day of May, A.D. 1979, in my office and was duly recorded in Book 47 of Plat at pages 3820 and 3821

Richard J. Miller  
Deputy

Ex-officio Recorder

PLAT APPROVED  
BY COUNTY ASSESSORS OFFICE  
APPROVED BY \_\_\_\_\_

8915673

RESTATED PHASE 1-B SUPPLEMENT  
TO THE  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVER RUN

1117000186

THIS PHASE 1-B SUPPLEMENT AMENDS, RESTATES, REPLACES  
AND SUPERSEDES THE PREVIOUS PHASE 1-B SUPPLEMENT  
DATED FEBRUARY 2, 1987 AND RECORDED AS  
INSTRUMENT NO. 8821164 IN THE RECORDS  
OF ADA COUNTY, IDAHO

THIS PHASE 1-B SUPPLEMENT IS MADE AND ENTERED INTO  
EFFECTIVE THIS 1st day of April, 1989. For the purposes hereof,  
RIVER RUN DEVELOPMENT COMPANY, an Idaho partnership shall be  
referred to as "Grantor".

ARTICLE I

Section 1.1 Supplement to River Run Declaration. This  
Phase 1-B Supplement to the Declaration of Covenants, Conditions  
and Restrictions for River Run ("Phase 1-B Supplement" or  
"Supplement") is a supplement to that certain Declaration of  
Covenants, Conditions and Restrictions for River Run ("River Run  
Declaration") which was recorded at the office of the Ada County  
Recorder, Ada County, Idaho, as Instrument No. 7941486. The  
covenants, conditions and restrictions contained in this Phase  
1-B Supplement apply to the property covered hereby, and are in  
addition to those set forth in the River Run Declaration.

Section 1.2 Property Covered. The property which is covered by this Phase 1-B Supplement (the "Phase 1-B Subdivision") is as follows:

Lots 1 through 6, Block 1; Lots 1 through 10, Block 2; Lots 1 through 6, Block 3; Lot A; Lot B; Lot C; and Lot D, River Run Phase 1-B, ("Phase 1-B Subdivision"), a subdivision located in Sections 13 and 24, T3N, R2E, Boise Meridian, Ada County, Idaho, as per the subdivision plat, which has been recorded as Instrument No. 7932980 in the Office of the County Recorder of Ada County, Idaho.

Section 1.3 Purpose. The purpose of this Phase 1-B Supplement is to annex the Phase 1-B Subdivision to the property covered by the River Run Declaration and to provide for the exterior maintenance of the townhouse improvements to be constructed upon the subdivision property, to provide for management of certain common areas, to establish a Local Architectural Committee and a Phase 1-B Subdivision Local Association, to include the Owners of building Lots in the Phase 1-B Subdivision in the River Run Recreation Association No. 1 and to set forth other terms and conditions which are uniquely suited for the townhouse improvements to be constructed upon the Phase 1-B Subdivision property.

## ARTICLE II

DECLARATION

Grantor hereby declares that the Phase 1-B Subdivision and all the property, lots, parcels and portions thereof are hereby annexed to the property covered by the River Run Declaration and are hereby subject to all of the covenants, conditions, restrictions and all provisions including definitions, of the River Run Declaration and in addition thereto are subject to the further conditions, covenants, restrictions and provisions of this Phase 1-B Supplement.

## ARTICLE III

PHASE 1-B LOCAL ASSOCIATION

The Phase 1-B Local Association shall be organized by Grantor as the "Phase 1-B Local Association or the "Phase 1-B Homeowners Association" under the provisions of the Idaho Code relating to general nonprofit corporations and shall be charged with the duties and vested with the powers subject to the limitations prescribed by law and set forth in the Articles and Bylaws thereof and as set forth in the River Run Declaration as hereinafter modified. Neither the Articles nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the River Run Declaration as herein supplemented and modified. The membership, classes of voting memberships, board of directors, powers and duties of the Phase 1-B Local Association shall be as set forth in the River Run Declaration for Local Associations, except as modified herein.

ARTICLE IV  
ASSESSMENTS

**Section 4.1 Covenant to Pay Assessments.** Grantor, on behalf of each owner, and each Owner by acceptance of a deed to a Building Lot, hereby covenants and agrees to pay when due all Local Regular, Local Special and Local Limited Assessments (collectively, "Local Assessment(s)") made against such Owner by the Phase 1-B Local Association, and all Assessments made against such Owner by the River Run Association and the River Run Recreation Association No. 1 pursuant to this Phase 1-B Supplement and the provisions of the River Run Declaration.

**Section 4.2 Local Regular Assessments.** The Phase 1-B Local Association may impose Local Regular Assessments against all Building Lots according to the procedures set forth in the River Run Declaration and in this Phase 1-B Supplement. The total annual Local Regular Assessments against all Building Lots subject thereto shall be based upon advance estimates of annual cash requirements of the Phase 1-B Local Association to provide for the payment of all estimated expenses growing out of or in connection with the Phase 1-B Subdivision as a whole, including, without limitation the following:

- A. premiums for all insurance which the Phase 1-B Local Association is required or permitted to maintain pursuant hereto;
- B. administrative and management fees and expenses, employee salaries, and legal and accounting costs;
- C. any deficits remaining from the previous fiscal year;

D. reasonable contingency reserves, surpluses and/or sinking funds established at the discretion of the Board, including those for exterior maintenance; and

E. 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 Phase 1-B Subdivision and the Phase 1-B Local Association in accordance with this Phase 1-B Supplement or the River Run Declaration.

Section 4.3 Initial Local Regular Assessment. The initial Local Regular Assessment for the Phase 1-B Local Association shall be Twenty and No/100ths Dollars (\$20.00) per Building Lot, per month, which shall be subject to increases as provided for in the River Run Declaration or this Phase 1-B Supplement.

Section 4.4 Local Special Assessment. In addition to the other Local Assessments authorized hereby, the Phase 1-B Local Association may levy Local Special Assessments, payable as the Board shall determine, for the payment of all estimated expenses for any cost or expense for which the Local Special Assessment may be assessed pursuant to the River Run Declaration. Local Special Assessments shall be apportioned among the Owners of Building Lots in a manner to be determined by the Phase 1-B Local Association Board.

Section 4.5 Local Limited Assessment. The Phase 1-B Local Association may levy against any Owner, and against such Owner's Building Lot, a Local Limited Assessment equal to the

costs and expenses incurred by the Phase 1-B Local Association, including legal fees, for corrective action performed pursuant to this Phase 1-B Supplement or the River Run Declaration which was necessitated by such Owner, including, without limitation, costs and expenses incurred for the repair or replacement of any property owned or maintained by the Phase 1-B Local Association which is damaged by the willful or negligent acts of such Owner or any of such Owner's tenants, guests or invitees.

Section 4.6 Allocation of Assessments. All Local Regular and Local Special Assessment in the Phase 1-B Subdivision shall be allocated among all Building Lots in the subdivision in a manner to be determined by the Phase 1-B Local Association Board.

Section 4.7 Notice of Local Assessment and Time for Payment Thereof. All Local Assessments by the Phase 1-B Local Association shall be due and payable as the Board shall determine. The Phase 1-B Local Association shall give written notice to each Owner as to the amount of the Local Assessment with respect to each Building Lot subject thereto. Local Assessments are payable as the Board may determine from time to time. Unless the Board determines otherwise, each Local Assessment shall be due and payable within thirty (30) days of mailing notice thereof to affected Owners, and shall bear interest as set forth in Section 4.8 below.

Section 4.8 Interest on Unpaid Assessment. Each Local Assessment levied by the Phase 1-B Local Association shall bear interest at the rate of two (2) points over the reference on



prime rate of the First Security Bank, Boise, Idaho, per annum from the date it becomes due and payable if not paid within ten (10) days of 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.

**Section 4.9 Personal Obligation of Owner.** The amount of any Local Assessment against any Owner and/or his or her Building Lot shall be the personal obligation of such Owner to the Phase 1-B Local Association. The Phase 1-B Local Association may sue to recover a money judgment for such personal obligation without foreclosing or waiving the lien securing the same. No Owner may avoid such personal obligation by abandonment of his or her Building Lot. Failure of the Phase 1-B Local Association to give timely notice of any local assessment shall not affect the liability of any Owner or any Building Lot 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, suspend the Owner's voting rights in the Phase 1-B Local Association and take any other action to collect such assessment as is permitted by law.

**Section 4.10 Statement of Account.** Upon payment of a reasonable fee, which shall be established by the Board but

shall not exceed fifty dollars (\$50.00), and upon written request of any Owner or any mortgagee, prospective mortgagee or prospective purchaser of a Building Lot, the Phase 1-B Local Association shall issue a written statement setting forth: 1) the amount of the unpaid Local Assessments, if any, with respect to such Building Lot; 2) the amounts and due dates of the current yearly Local Assessments chargeable to such Building Lot; and 3) the amount of credit accruing to such Building Lot for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid Local Assessments, insurance premiums and taxes. Such statement shall be binding upon the Phase 1-B Local 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 acquired the Building Lot.

## ARTICLE V

MAINTENANCE RESPONSIBILITIES

Section 5.1 Maintenance of Exteriors of Building Structures. The Phase 1-B Local Association shall be responsible for maintaining the exterior of all Building Structures located in the Phase 1-B Subdivision. Such exterior maintenance shall include: 1) painting, staining, repairing, restaining, replacing and caring for all exterior surfaces including roofs and exterior portions of doors; and 2) maintaining, repairing and replacing exterior lighting, exterior portions of chimneys, rain gutters and downspouts. The decision as to what maintenance is required for a particular Building structure and the timing of the maintenance shall rest solely with the Board of Directors of the Phase 1-B Local Association.

Section 5.2 Owners' Maintenance Responsibilities. The exterior maintenance described in Section 5.1 shall not include the following items which, subject to the exception stated with respect to certain painting or staining, shall remain the responsibility of the Owner of the Building Lot on which such items are located: 1) maintaining, repairing or replacing landscaping, exterior articles of hardware not listed above; or 2) maintaining, repairing or replacing storm windows, storm doors, screen doors and window screens, casements, sashes and frames (except painting or staining of the same); 3) maintaining, repairing, replacing and caring for walks, parking

areas and driveways; 4) maintaining, repairing, replacing and caring for electrical and mechanical doorbells, knockers and other such devices located on the Building Lots of such Owners; and 5) any and all maintenance required for the interiors of the townhouse improvements, including without limitation, maintaining, repairing, replacing and caring for electrical wiring and fixtures, plumbing pipes and fixtures, all fixtures and appliances, whether built-in or free standing, air conditioning, heating, sewage disposal, and interior fire protection systems and all amenities and hardware located within the interiors of the townhouse improvements.

Section 5.3 Costs of Maintenance of Building Exteriors.

The costs of maintaining the exteriors of all Building Structures in the Phase 1-B Subdivision pursuant to section 5.1 shall be paid for through Local Regular, Local Special or Local Limited Assessments, whichever the Board shall deem appropriate in the circumstances. Such costs shall be apportioned among the Building Lots as the Phase 1-B Local Association Board shall determine, provided that in making such determination, the Board shall apportion costs proportionately according to the interior floor area, including garage areas, located on each Building Lot to be assessed. The amount apportioned to and assessed against a Building Lot shall be paid by the Owner hereof.

Section 5.4 Owner's Negligence. If any maintenance or repair is performed by the Phase 1-B Local Association which is required by reason of a willful or negligent act of an Owner,

his or her family guests or invitees, the cost of such maintenance and repair shall be assessed against such Owner as a Limited Assessment.

**Section 5.5 Maintenance Easement.** Grantor hereby reserves, for the benefit of the Phase 1-B Local Association, its contractors and agents, an easement to enter upon each Building Lot in the Phase 1-B Subdivision for the purpose of accomplishing all the maintenance, repair and replacement rights and duties set forth herein.

**Section 5.6 Maintenance Reserve Accounts.** The Owners of Building Lots covered by this Supplement except Grantor, can, by a majority vote, direct the Board of Directors of the Phase 1-B Local Association to establish an exterior maintenance reserve account for each Building Lot in the Phase 1-B Subdivision, except Building Lots owned by Grantor. The Board of Directors, once so directed, shall establish such accounts and shall fund them through monthly Assessments of the same type as established pursuant to Section 5.3 above, which Assessments shall be levied against each Building Lot in the Phase 1-B Subdivision, except Building Lots owned by Grantor. The amount of such monthly Assessments also shall be determined by a majority vote of all Owners of such Building Lots, except Grantor. The Board shall place all reserve account funds in interest-bearing accounts at an appropriate financial institution. Each Owner having such a reserve account shall be entitled to a yearly status report on the reserve account.

If reserve accounts described herein are established and the actual cost of exterior maintenance for any particular Building Lot exceeds the amount then contained in the reserve account for such Building Lot, the additional amounts necessary to cover the actual cost shall be assessed as an Assessment against such Building Lot and paid by the Owner thereof as provided herein.

#### ARTICLE VI

##### INSURANCE

Section 6.1 Property Insurance -- Local Association. The Phase 1-B Local Association shall obtain a master or blanket policy or policies of property insurance ("master policy") in an amount equal to the full replacement value (that is, one hundred percent (100%) of then current replacement cost exclusive of land, foundation, excavation and other items normally excluded from such coverage) of all Building Structures located in the Phase 1-B Subdivision, with an inflation guard endorsement and such other endorsements as may be required by any Mortgagee or the Federal National Mortgage Association and such other endorsements as the board of Directors of the Phase 1-B Local Association determines appropriate. The master policy shall be in addition to the insurance to be carried by the Phase 1-B Local Association with respect to Local Common Areas. The master policy shall afford protection against at least loss of damage by fire or other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, vandalism,

malicious mischief, windstorm, water damage, debris removal, cost of demolition and such other risks as are customarily covered in extended coverage property insurance policies for similar projects. In addition, such the master policy shall contain the following provisions:

A. The named insured shall be the Phase 1-B Local Association as a trustee for the Owners of Building Lots in the Phase 1-B Subdivision, or its authorized representative, including any trustee with which such Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under these policies.

B. Insurance coverage obtained and maintained pursuant to the requirements of this section may not be brought into contribution with insurance purchased by Owners or their mortgagees;

C. Coverage must not be prejudiced by 1) any act or neglect of an Owner when such act or neglect is not within the control of the Local Association or 2) any failure of the Local Association to comply with any warranty or condition regarding any portion of the premises over which the Local Association has no control.

D. Coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium)

without at least thirty (30) days prior written notice to any and all insureds, including mortgagees.

E. The policy or policies shall contain a waiver of subrogation by the insurer as to any claim against the Local Association, the Owner of any Building Lot in the Phase 1-B Subdivision and/or their respective agents, and also shall contain a provision which guarantees that the insurer's obligation to pay under the policy shall not be diminished by any recovery or payment received by the insured from any other carrier or under any policy of co-insurance.

F. The policy or policies must provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Local Association (or any Insurance Trustee) or when such exercise would be in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or with any requirement of law.

Section 6.2 Property Insurance -- Allocation and Payment of Premium. The Board of Directors of the Phase 1-B Local Association shall require each company issuing or underwriting the master policy ("insurance company") to furnish a statement which apportions the total premium costs among each Building Lot covered by the master policy. The apportionment shall take into consideration differences in the nature, quality and



characteristics of each Building Lot and the improvements thereon which affect the total policy premium cost. The amount so apportioned in each case shall be assessed as a Local Regular, Local Special or Local Limited Assessment, whichever the Board shall deem appropriate in the circumstances, against the Building Lot and paid by the Owner thereof. If the event the insurance company fails or refuses to furnish such statement, the Board of Directors of the Phase 1-B Local Association shall have the authority to apportion the total premium cost among the Building Lots covered by the master policy according to the factors set forth above.

Section 6.3 Insurance -- Owners. The Owners of Building Lots shall be responsible for their own liability insurance coverage with respect to Building Lots owned by them as well as all insurance relating to any personal property thereon.

#### ARTICLE VII

#### PARTY WALLS

Section 7.1 General Rules to Apply. Each wall which is built as a part of the original construction of the townhouse improvements built upon Phase 1-B Subdivision properties and placed on the dividing line between the Building Lots shall constitute a party wall and to the extent not inconsistent with the provisions of the River run Declaration, the general rules of law regarding party walls, liability for property damage due to negligent or willful acts or mischief shall apply thereto.

Section 7.2 Sharing of Repair and Maintenance Cost. If any cost of repairing or maintaining a party wall is not covered by the master policy described in Article VI or otherwise is not the responsibility of the Local Association, the cost of such repair or maintenance shall be shared equally by the Owners of the Building Lots located on either side of such party wall. However, this provision shall not prejudice any such Owner's right to demand a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This right of contribution shall be appurtenant to the land and shall pass to each Owner's successor in title.

#### ARTICLE VIII

##### COMMON AREAS

Section 8.1 Designation of Common Areas. Lot 11, Block 2, and Lots C and D, of Phase 1-B Subdivision each are hereby designated as a Common Area to be conveyed to and maintained by the River Run Association pursuant to the provisions of the River Run Declaration; further provided that in the event of the dissolution of the River Run Association, said Lots 11, C and D shall become Local Common Area and shall thereafter be maintained by Phase 1-B Local Association unless responsibility for such maintenance has with the consent of the City of Boise been transferred to a public entity or other approved private association. Lot 12, Block 2 and Lots A and B of Phase 1-B Subdivision are hereby designated as Local Common Areas to be conveyed to and maintained by Phase 1-B Local Association

pursuant to the provisions of the River Run Declaration and this Phase 1-B Supplement.

ARTICLE IX

ARCHITECTURAL COMMITTEE

Section 9.1 Members of the Committee. The Phase 1-B Architectural Committee (the "Committee") shall consist of three (3) members. The following persons are hereby designated as the initial members of the committee:

Leo Edward Miller  
Bradford Paine Shaw  
Steve R. Shane

Each Committee member shall hold office until he has resigned or has been removed as provided herein. Members of the Committee may be removed at any time without cause.

Section 9.2 Grantor's Right of Appointment. At any time prior to December 31, 1989, that Grantor is the owner of at least ten percent (10%) of the aggregate Building Lots within the property covered by this Phase 1-B Supplement, Grantor shall have the right to appoint and remove all members of the Committee. At all other times, the Board of Directors of the Phase 1-B Local Association shall have the right to appoint and remove all members of the Committee.

Section 9.3 Review of Proposed Construction. The Committee shall review plans, proposals and specifications in the same manner as specified in Section 11.3 of the River Run Declaration with the exception that the Phase 1-B Architectural

Committee shall charge no fee for the submission of plans, proposals or specifications.

Section 9.4 Other Duties and Responsibilities. All other aspects of the Phase 1-B Architectural Committee shall be as specified and limited in Article XI of the River Run Declaration, including meetings, waive of future approvals, compensation, inspection of work, liability of Committee members and variances.

#### ARTICLE X

##### RIVER RUN RECREATION ASSOCIATION NO. 1

The Owners of Building Lots covered by this Phase 1-B Supplement shall be entitled to use all Recreation Areas owned and managed by the River Run Recreation Association No. 1 and shall be members of such association. The right and responsibilities of the Owners of Building Lots as members of the association shall be as specified in the River Run Declaration.

#### ARTICLE XI

##### DEFINITIONS

Section 11.1 "Building Lots" shall mean Lots 1 through 6, Block 1; Lots 1 through 10, Block 2; and Lots 1 through 6, Block 3 of the Phase 1-B Subdivision upon which townhouse improvements are or will be constructed.

Section 11.2 "Building Structure" shall mean a unified building structure which is comprised of two (2) or more contiguous townhouse improvements constructed and located on a

Building Lot or Lots, including garage structures located on the same Building Lots whether attached or detached from the Building Structure.

Section 11.3 "Phase 1-B Subdivision" shall mean River Run Subdivision (Phase 1-B) as shown on the official plat thereof recorded at the Office of the County Recorder, Ada County, Idaho, as amended by Record of Survey No. 844 described in Section 1.2 above, as the same may hereafter be amended by duly recorded amendments thereof.

## ARTICLE XII

### MISCELLANEOUS

Section 12.1 Term. The covenants, conditions and restrictions of the Phase 1-B Supplement shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instruction executed by Members holding at least three-fourths (3/4) of the voting power of the Phase 1-B Local Association and such written instrument is recorded with the Ada County Recorder.

Section 11.2 Amendment.

A. By Grantor. Until the close of escrow for the sale of the first Building Lot in the Phase 1-B Subdivision, the provisions of this Supplement may be amended or terminated by Grantor by recording a written instrument setting forth such amendment or termination.

For the purpose of this Supplement, the close of escrow shall be deemed to be the date on which a deed granting a Building Lot is recorded in the Office of the Ada County Recorder.

B. By Owners. Except where a greater percentage is required by express provision in this Supplement, the provisions of this Supplement, other than this Article, may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Phase 1-B Local Association certifying that such amendment has been approved by the vote or written consent of Owners owing at least fifty-one percent (51%) of the Building Lots located in the Phase 1-B Subdivision, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article shall require the vote or written consent of all of the Members holding all of the voting power of the Phase 1-B Local Association.

Section 12.3 Mortgage Protection. The provisions of Article XV, Section 15.3, of the River Run Declaration shall be specifically applicable to the properties covered by this Phase 1-B Supplement.

Section 12.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the

United States mail, postage prepaid, addressed to any person at the address given by such person to the Phase 1-B Local Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Phase 1-B Local Association. Such address may be changed from time to time by notice in writing to the Phase 1-B Local Association.

Section 12.5 Enforcement and Non-Waiver.

A. Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot covered by this Supplement shall have the right to enforce any or all of the provisions hereof against any property covered by this Supplement and the Owners thereof.

B. Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision of this Phase 1-B Supplement, the River Run Declaration or any provision of the Articles of Incorporation or Bylaws of the Phase 1-B Local Association referred to herein is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Phase 1-B Local Association, and/or any Owner of a Building Lot covered by this Supplement for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor and/or the Phase 1-B Local Association, Board, or a duly authorized agent of either entity, may enforce by self-help any of the

provision thereof, and then only if such self-hold is preceded by reasonable notice to the Owner.

C. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Phase 1-B Subdivision is hereby declared to be a violation of this Phase 1-B Subdivision Supplement and subject to any or all of the enforcement procedures set forth herein, regardless of whether such conduct specifically violates any other provision of this Supplement.

D. Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

E. Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the rights to enforce any such provision or any other provision of said restrictions.

Section 12.6 Interpretation.

A. Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the purposes and concepts of the Phase 1-B Subdivision.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any



provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

D. Captions. All captions and titles used in this Supplement are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

Section 12.7 Reservations of Easements. Grantor expressly reserves for the benefit of all Building Lots covered by this Supplement an easement of access for the maintenance, repair, and replacement of utility lines and facilities including the private sanitary service line, over and across other Building Lots and all Common Areas and Local Common Areas to the extent necessary to maintain, repair, and replace such lines and facilities in the locations where the said lines and facilities were installed and constructed on the date that townhouse improvements were constructed. If a utility lien or facility which is to be maintained and repaired by Owners of Building Lots serves more than one Building Lot, the Building Lots so served shall share equally all costs necessarily incurred for the maintenance, repair and replacement of that

portion of the utility line or facility which is common to the Building Lots.

IN WITNESS WHEREOF, this Phase 1-B Supplement, which replaces and supersedes the previous Phase 1-B Supplement dated November 15, 1979 and recorded as Instrument No. 7962828 in the records of Ada County, Idaho, has been approved by a vote of the Owners owning fifty-one percent (51%) of the Building Lots in the Phase 1-B Subdivision and is executed effective this 2nd day of February, 1987.

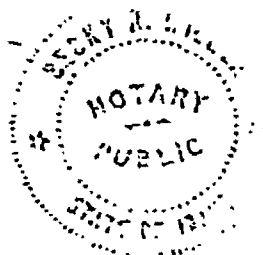
By: Allison Sedgwick  
ALLISON SEDGWICK  
Secretary of the River  
Run Phase 1-B Local  
Association, Inc.

By: James D. Crawford  
JAMES D. CRAWFORD  
President of the River  
Run Phase 1-B Local  
Association, Inc.

STATE OF IDAHO        )  
                              ) ss.  
County of Ada         )

On this 10<sup>th</sup> day of April, 1989, before me, the undersigned, a Notary Public, in and for said State, personally appeared ALLISON SEDGWICK, known or identified to me to be the Secretary of the PHASE 1-B LOCAL ASSOCIATION whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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



Becky R. Willis  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 12/9/94

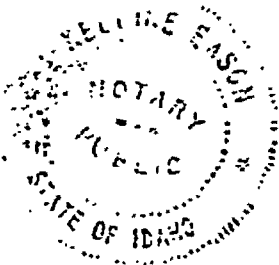
1117000210

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 31st day of March, 1989, before me, the undersigned, a Notary Public, in and for said State, personally appeared JAMES D. CRAWFORD, known or identified to me to be the President of the PHASE 1-B LOCAL ASSOCIATION whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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

Kellie Eason  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 10-13-92



Ada County, Idaho, ss  
Request of  
GILBERT McSWITT  
TIME 2:50 P.M.  
DATE 4-11-89  
JOHN BASTIDA  
REGORDER  
By [Signature]  
7500  
County