

AMENDED AND RESTATED  
RIVERNEST SUPPLEMENT  
TO THE  
MASTER DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

NATURES WOOD DUCK ISLAND SUBDIVISION

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE ID  
*Hubble Engineering*  
'94 JUL 7 PM 12 51  
FEE 24.00 DEP C. Aron  
RECORDED AT THE REQUEST OF

THIS AMENDED AND RESTATED RIVERNEST SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NATURES WOOD DUCK ISLAND SUBDIVISION (hereinafter referred to as "Rivernest Supplement") is made this 23rd day of May, 1994 by River View Ventures, a joint venture "Grantor" and "Class B Member") and Natures Wood Duck Island Homeowners' Association, Inc., an Idaho non-profit corporation ("Master Association").

ARTICLE I

RECITALS

Section 1.1 Supplement to Natures Wood Duck Island Declaration. This Amended and Restated Rivernest Supplement is a supplement to that certain Master Declaration of Covenants, Conditions and Restrictions for Natures Wood Duck Island (hereinafter referred to as the "Master Declaration"), recorded as Ada County, Idaho, as Instrument Number 9162824, as amended by Instruments Numbered 9277484 and 94021512. This Rivernest Supplement supplements the Master Declaration with respect to that certain real property legally described in Exhibit A, attached hereto and made a part hereof, and legally described in the Master Declaration (the "Rivernest Property"), and the covenants, conditions and restrictions contained in this Rivernest Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration, except insofar as the covenants, conditions and restrictions of the Master Declaration are hereinafter expressly modified hereby.

Section 1.2 Property Covered. Rivernest Subdivision is a residential development, which Grantor intends to develop in accordance with existing development approvals obtained from Boise City and documented in Boise City files A-6-90, BCS-45-90, CU-115-90-V-FPR, A-10-92 and BCS-31-92, or any other development plan(s) for which Grantor may from time to time obtain approval.

Section 1.3 Purpose. The purpose of this Rivernest Supplement is to provide for management of certain Local Common Area, to establish a Local Association, a Local Architectural Committee, and to set forth other terms, covenants, conditions, restrictions and easements which are unique to Rivernest Subdivision.

## ARTICLE II

### DECLARATION

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

## ARTICLE III

### GENERAL AND SPECIFIC RESTRICTIONS

3.1 Fencing. Any fence located on the rear lot line of Building Lots 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 1, of the Rivernest Property shall have a maximum height of five (5) feet above the finished graded surface of such Building Lot upon which such fence is situated; be "open" versus "solid" in design; and be constructed of wrought iron. Hedges and boundary walls shall not be allowed along the rear lot lines of the Building Lots referenced in this Section 3.1. If fencing is to be located along the side lot lines of Building Lots 29, 30, 31, 32, 33, 34, 35 and 36, Block 1, of the Rivernest Property, the fence along the side lot line shall connect to the rear lot line fence and shall continue the design and height of the rear lot line fence for a distance of fifteen (15) feet from the rear lot line along the side lot line. If fencing is to be located along the side lot lines of Building Lots 37, 38, 39 and 40, Block 1, of the Rivernest Property, the fence along the side lot line shall connect to the rear lot line fence and continue the design and height of the rear lot line fence

all along the side lot line; no "solid" design fencing is permitted along the side lot lines of the Building Lots referenced in this sentence. Any solid privacy fencing shall be permitted in Building Lots 37, 38, 39 and 40, Block 1, of the Rivernest Property, only as reviewed and approved by the Architectural Committee, as defined below. All other provisions of Section 4.1.9 of the Master Declaration shall remain in full force and effect.

3.2 Waterways. Building Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, 30, 31, 32, 33, 34, 35, and 36, Block 1, of the Rivernest Property have been or will be designated on the Plat as including a man-made waterway in the back or side yard of such Building Lots, and a four (4) foot riparian setback from the ordinary high water mark of such waterway. The ordinary high water mark is the line which water impresses on soil of the waterway by covering it for sufficient periods of time to deprive the soil of its vegetation. The Board of the Rivernest Association and/or the Rivernest Architectural Committee shall adopt rules regulating landscaping permitted and/or required in such riparian setback. All other provisions of the Master Declaration in connection with man-made waterways and landscaping shall remain in full force and effect. The Rivernest Association, or the Master Association, with the approval of the City of Boise City Public Works Department, shall have the right to drain storm water run-off into such man-made waterway.

3.3 Wetlands. Building Lots 36, 37, 38, 39 and 40, Block 1, of the Rivernest Property contain or are adjacent to wetlands as delineated by the U.S. Army Corps of Engineers. Such wetlands have been or will be designated in the landscape plan, as approved by the Rivernest Association, and such landscape plan shall include a four (4) foot riparian setback from the edge of the wetlands as delineated. The Board of the Rivernest Association and/or the Rivernest Architectural Committee shall adopt rules regulating landscaping permitted and/or required in such riparian setback. The boundaries of such wetlands shall be indicated by a permanent marker(s) in a manner to make Owners aware of such wetlands. No grading and/or fill material shall be taken from or deposited in such wetlands, and Owners shall comply with any federal, state, county, or municipal law, ordinance, order, code or regulation in connection with such wetlands.

3.4 Private Driveway. Building Lots 37, 38 and 39, Block 1, of the Rivernest Property, have access to that certain private street known as Lot 26, Block 1, of the Rivernest Property and shown as "E. Rivernest Lane" on the Plat, on, over and across a shared driveway easement, which driveway easement, also shown on the Plat, shall be improved with a driveway (the "Driveway") by the Owner(s) of such Building Lots at their sole cost and expense, which cost and expense shall be borne equally by such Owner(s). The Driveway shall have a base of compacted gravel, crushed stone or other base material; shall have a permanent, hard paved wearing surface of bituminous surface treatment, stone, brick or concrete; and shall be properly graded to assure proper drainage. Gravel is prohibited except as a base material. The Driveway must be fully completed within six (6) months from the commencement of

construction on Building Lot 37, 38 or 39. The plans and specifications for the Driveway shall be submitted to the Rivernest Architectural Committee for review and approval, as set forth more particularly in the Master Declaration for Architectural Committees, and shall not be constructed unless and until approved in writing by the Rivernest Architectural Committee. The Owner(s) of Building Lots 37, 38 and 39, Block 1, of the Rivernest Property, shall maintain the Driveway, which maintenance shall include, without limitation, maintenance, repair and/or replacement of the subsurface and/or the surface of the Driveway, as necessary, to maintain the Driveway in a level, smooth and evenly covered condition in a manner and with the types of materials as originally approved by the Rivernest Architectural Committee.

#### ARTICLE IV

#### ORGANIZATION OF RIVERNEST ASSOCIATION

Grantor shall create Rivernest Association as a non-profit corporation under the provisions of the Idaho Code relating to corporations. Rivernest Association shall be charged with the duties, vested with the powers, and subject to the limitations prescribed by law and set forth in the Articles and Bylaws of Rivernest Subdivision, and as set forth in the Master Declaration for Local Associations. Neither the Rivernest Subdivision Articles nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with the Master Declaration as hereby supplemented and modified. The membership, classes of memberships, board of directors, powers and duties of the Rivernest Association shall be as set forth in the Master Declaration for Local Associations.

#### ARTICLE V

#### DESIGNATION OF AND RIGHTS TO COMMON AREAS

Lots 14, 15, 25, 26, 27 and 28, Block 1, and Lot 1, Block 2, of the Rivernest Property, and all Improvements located on, over, under and across such lots, including any and all street lights and stormwater facilities not owned and operated by a public entity, are hereby designated as Rivernest Local Common Area, and the Rivernest Association shall maintain the Rivernest Common Area, and every Member of the Rivernest Association shall have a right to use the Rivernest Local Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot in the Rivernest Property, subject to the provisions of Article VII of the Master Declaration. Provided, however, that paragraph 7.1.2 of Article VII of the Master Declaration shall not apply to Lot 26, Block 1 of the Rivernest Property.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Pursuant to Section 11.10 of the Master Declaration, Grantor hereby creates the Rivernest Architectural Committee. The Rivernest Architectural Committee, sometimes referred to in this Rivernest Supplement as the "Committee", shall consist of three (3) members. The following persons are hereby designated as the initial members of the Committee:

Ron Thurber  
Tom South  
Sandi Johnson

The membership, powers and duties of the Rivernest Architectural Committee shall be as set forth in the Master Declaration for Architectural Committees.

ARTICLE VII

DEFINITIONS

In addition to the definitions contained in this Rivernest Supplement, any and all terms initially capitalized and used in this Rivernest Supplement shall have the same meaning as is ascribed to such capitalized terms in the Master Declaration.

ARTICLE VIII

MISCELLANEOUS

The easements of this Rivernest Supplement shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Rivernest Supplement shall run until December 31, 2010, unless amended as provided in the Master Declaration. After December 31, 2010, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Rivernest Association and such written instrument is recorded with the Ada County Recorder.

IN WITNESS WHEREOF, the parties hereto have set our hands and seals this  
23<sup>rd</sup> day of May, 1994.

NATURES WOOD DUCK ISLAND  
HOMEOWNERS' ASSOCIATION, INC.,  
an Idaho non-profit corporation,

By: William D. Tall  
Its: President

ATTEST:

By: Andrea Johnson  
Its: Secretary

RIVER VIEW VENTURES, a joint venture

By: William D. Tall  
Its: President - MANAGING PARTNER