

**FIRST SUPPLEMENT TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLERIVE**

The undersigned, the Bellerive Homeowners Association, Inc., identified as "The Association" in a certain "Master Declaration of Covenants, Conditions and Restrictions for Bellerive," recorded as Kootenai County Instrument No. 2025462000 on April 14, 2006, hereby gives notice as follows:

1. On April 14, 2006, a certain "Master Declaration of Covenants, Conditions and Restrictions for Bellerive" was recorded as Kootenai County Instrument No. 2025462000.

2. On July 18, 2006, a certain "First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Bellerive" was recorded as Kootenai County Instrument No. 2043931000.

3. Pursuant to said First Amendment to the Master Declaration, at Section 7.3, as amended, "docks" on the Property, as defined on Exhibit A hereto, are subject to the following:

7.3 Docks. Any docks on the Property shall be owned, maintained, managed and controlled by the Association, unless a separate dock association is created pursuant to Section 6.8 of the Declaration.

4. Through this First Supplement to the Master Declaration, as amended by the First Amendment to the Master Declaration, the Association establishes conditions of use and maintenance of the "docks," as that phrase is defined in Section 7.3 of the First Amendment to the Master Declaration and herein.

5. "Docks," as used herein, shall refer to all docks intended primarily for private boat moorage as are permitted by and under State of Idaho Department of Lands Encroachment Permit No. L-95-S-5121 and all amendments thereto. Attached hereto as Exhibit B is a true and correct schematic showing seventeen (17) docks which are owned by the Association. The use and maintenance of said docks, as defined herein and as depicted on Exhibit B, shall be as set forth in this First Supplement and such subsequent amendments or revisions hereto as may be adopted by the Association.

6. Pursuant to the terms of the First Amendment to the Master Declaration, at

Section 7.3, the Association declares that there shall be no separate dock association to manage, maintain, and control the docks, as defined herein, and that said responsibility shall lie with the Master Association absent any subsequent determination by the Association to the contrary. The Association reserves the right to create a separate association for purposes of ownership, maintenance, management, and control of the docks, at some later date.

7. Subject to compliance with all terms and conditions set forth herein, the boat slips and docks as depicted on Exhibit B are assigned for the exclusive use of the Owner or Owners of the properties identified below:

<u>LOT DESCRIPTION</u>	<u>DOCK</u>	<u>BOAT SLIP</u>
Whitehawk Addition, Lot 1, Block 1	1	1
Whitehawk Addition, Lot 2, Block 1	1	2
Whitehawk Addition Lot 3, Block 1	2	3
Whitehawk Addition Lot 4, Block 1	2	4
Belle Starr Lot 1, Block 1	3	1
Belle Starr Lot 2, Block 1	3	2
Belle Starr Lot 3, Block 1	4	3
Belle Starr Lot 4, Block 1	4	4
Bellerive 4 th Addition, Lot 1, Block 1	5	1
Bellerive 4 th Addition, Lot 2, Block 1	5	2
Bellerive 4 th Addition, Lot 3, Block 1	6	3
Bellerive 4 th Addition, Lot 4, Block 1	6	4
Bellerive 4 th Addition, Lot 5, Block 1	7	5
Bellerive 4 th Addition, Lot 6, Block 1	7	6
Bellerive 4 th Addition, Lot 7, Block 1	8	7
Bellerive 4 th Addition, Lot 8, Block 1	8	8

Bellerive 4 th Addition, Lot 9, Block 1	9	9
Bellerive 4 th Addition, Lot 10, Block 1	9	10
Bellerive 4 th Addition, Lot 11, Block 1	10	11
Bellerive 4 th Addition, Lot 12, Block 1	10	12
Bellerive 4 th Addition, Lot 13, Block 1	11	13
Bellerive 4 th Addition, Lot 14, Block 1	11	14
Bellerive 4 th Addition, Lot 15, Block 1	12	15
Bellerive 4 th Addition, Lot 16, Block 1	12	16
Bellerive 4 th Addition, Lot 17, Block 1	13	17
Bellerive 2 nd Addition, Lot 2, Block 1	13	2
Bellerive 2 nd Addition, Lot 3, Block 1	14	3
Bellerive 2 nd Addition, Lot 4, Block 1	14	4
Bellerive 2 nd Addition, Lot 5, Block 1	15	5
Bellerive 2 nd Addition, Lot 6, Block 1	15	6
Bellerive 2 nd Addition, Lot 7, Block 1	16	7
Bellerive 2 nd Addition, Lot 8, Block 1	16	8
Bellerive 2 nd Addition, Lot 9, Block 1	17	9

8. Subject to compliance with all terms and conditions set forth in this First Supplement and such Rules and Regulations of use as the Association may adopt from time-to-time, the Owner or Owners identified in Section 7 above shall be entitled to the exclusive use of the boat slip assigned to their respective parcel.

9. Conditions of use applicable to all Association docks and slips as defined herein shall include the following:

- (a) All boat slips and docks must be used in a manner compliant with the terms and conditions of IDL Permit No. L-95-S-5121 and any and all amendments thereto. Failure to use a dock and/or slip in accordance with the terms of the IDL permit, and any amendments thereto, shall constitute a breach on the part of the Owner or Owners to whom the use has been assigned by this First Supplement.
- (b) The only parties who may use a dock or slip, as defined herein, are the Owners of the lot assigned to the dock and slip. Any guests or invitees of the Owner or Owners of the lot to which the dock and slip are assigned may only use the slip and dock for no more than twenty-four (24) successive hours.
- (c) Mooring for a guest or invitee of an Owner shall be authorized only in the following locations: A guest or invitee of an Owner assigned the slip furthest from the shore shall tie up on the upstream side perpendicular to the shoreline of the Owner's slip. The guests or invitees of an Owner assigned the slip closest to the shore shall park parallel to the Owner's slip on the side of the dock closest to the shore.
- (d) The Owner or Owners of a slip and/or dock which has been assigned for their use under this First Supplement may not lease the slip or dock to any third-party or person except as provided herein. This prohibition shall specifically limit and exclude the ability of any lot Owner to include the slip or dock in any vacation rental programs or other rental arrangements of any nature unless the use is associated with the lease of the primary dwelling on the subject lot (to which the dock and slip have been assigned) and such lease is of a duration of not less than six (6) months.
- (e) Provided the Owner or Owners of a lot are in compliance with all terms and conditions of this First Supplement and any amendments thereto, together with such Rules and Regulations as the Association may hereafter adopt, then the rights in said slip and dock shall run with the title to the lot to which they are appurtenant for the benefit of the successors or assigns of the Owner or Owners therein.
- (f) There shall be no on-dock temporary or permanent storage

containers, compartments, or devices unless the same have been approved in writing by the Association's Board under such standards of uniformity as may hereafter be adopted by the Board in its discretion. There shall be no on-dock storage of any other items of personal property, including furniture, recreational equipment, or otherwise absent prior approval by the Association's Board in accordance with such standards of uniformity or Rules and Regulations as may hereafter be adopted or amended by the Board in its discretion. There shall be no signage of any kind or nature placed on any dock facilities absent the Board's prior written approval in accordance with such Rules and Regulations as may hereafter be adopted or amended.

- (g) There shall be no awnings, covers, or screens installed on any slip or dock absent the prior written approval of the Board in accordance with such standards as may be adopted or hereafter modified by the Board. There shall be no jet ski ports or watercraft lifts installed on any slip or dock absent the prior written approval of the Board in accordance with such standards as may be adopted or hereafter modified by the Board and any standards then overseen or applied by the Idaho Department of Lands. There shall be no on-dock power or lighting installed by and Owner absent the prior written approval of the Board in accordance with such standards and Rules and Regulations as may be adopted or hereafter modified by the Board.
- (h) There shall be no commercial uses made of any slip or dock by any Owner entitled to use the same or any guest or invitee of such Owner.
- (i) Any damages caused to a dock or slip by the Owner thereof, or said Owner's guests or invitees, shall be corrected and remedied by the Owner at his or her cost. Any such damages may be recovered by the Association through a special assessment as to said Owner in conformity with the terms of the Master Declaration, the Association's Articles of Incorporation, the Association's Bylaws, and any amendments thereto.
- (j) The costs of maintenance of the docks and slips defined hereunder, or such docks as may be subsequently added hereto by amendment, shall be borne by the Owners of the lots entitled to use the same under this First Supplement. The Association shall administer and oversee the maintenance thereof, and the costs of

the same shall be borne by the Owners through such general and special assessments as are appropriate in accordance with the terms of the Association's Declarations, Articles of Incorporation, and Bylaws, together with any amendments thereto.

- (k) Under no circumstances shall the Association be liable for any injury, personal property loss, or damage incurred by an Owner or the Owner's guests or invitees, regardless of the cause or source of said damages, to the extent that the same occur on, or as a result of, any Association dock or slip.

10. In the event an Owner breaches the terms and conditions of use as set forth herein, with respect to said Owner's dock and slip, then the Association shall cause written notice of said violations to be given to said Owner by certified mail, return receipt requested and first class mail. Said Owner shall have thirty (30) days from receipt thereof within which to correct all such violations as noticed. In the event an Owner fails to fully and timely cure such noticed violations, then following the expiration of said thirty (30) day period, the Association's Board shall convene a meeting, on not less than fifteen (15) days notice, and the affected Owner shall be entitled to notice of, and a right to participate in, said meeting. The Board may, in its discretion, upon its determination, that the noticed Owner has failed to cure the violations as noticed, or to otherwise offer good cause, terminate said Owner's rights in and to the dock and slip assigned to said Owner, and record an amendment to this First Supplement to reflect the same.

11. In addition to the rights set forth in Section 10 above, the Association shall be entitled to exercise any and all other available remedies at law or in equity, whether arising under the terms of the Declaration, the First Amendment, the Association's Articles of Incorporation, the Association's Bylaws, or any amendments thereto or otherwise. The prevailing party in any action brought to enforce or interpret any right or obligation arising hereunder shall be entitled to recover, in addition to any other relief awarded by the Court, his, her, or its reasonable attorney fees and costs. The terms of this First Supplement may be specifically enforced by a court of competent jurisdiction. Venue for the enforcement of any right or obligations arising hereunder shall lie in the First Judicial District Court of the State of Idaho in and for the County of Kootenai.

12. The terms of use hereunder may be amended by the Association, acting by and through its Board, at its discretion. Notwithstanding the same, provided the Owner of a lot who is entitled to exclusive use of a designated slip and boat number shall not be deprived of the use of said dock and slip in the absence of a termination of said Owner's rights hereunder through the processes and procedures described herein.

13. Each Owner of a lot entitled to use a dock and slip, as identified herein, on behalf of themselves as well as their guests, invitees, heirs, successors, and assigns, and as a condition

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF LOT 1, BLOCK 4 OF THE PLAT OF RIVERSTONE, LYING SOUTHWESTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY AS SHOWN ON SAID PLAT FILED IN BOOK "Y" OF PLATS AT PAGE 250, RECORDS OF KOOTENAI COUNTY, IDAHO.

PARCEL 2:

TOGETHER WITH A PORTION OF THE EAST HALF OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, SHOWN AS PART OF AREA 2 ON THAT RECORD OF SURVEY FILED IN BOOK 13 OF SURVEYS AT PAGE 68, RECORDS OF KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A STEEL PIN MONUMENTING THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 26 DEGREES 41' 56" WEST, 352.17 FEET TO A STEEL PIN MONUMENTING THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A POINT ON THE RIGHT BANK OF THE SPOKANE RIVER;

THENCE NORTHWESTERLY ALONG THE MEANDER LINE OF SAID RIGHT BANK, THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 50 DEGREES 11' 41" WEST, 394.37 FEET;

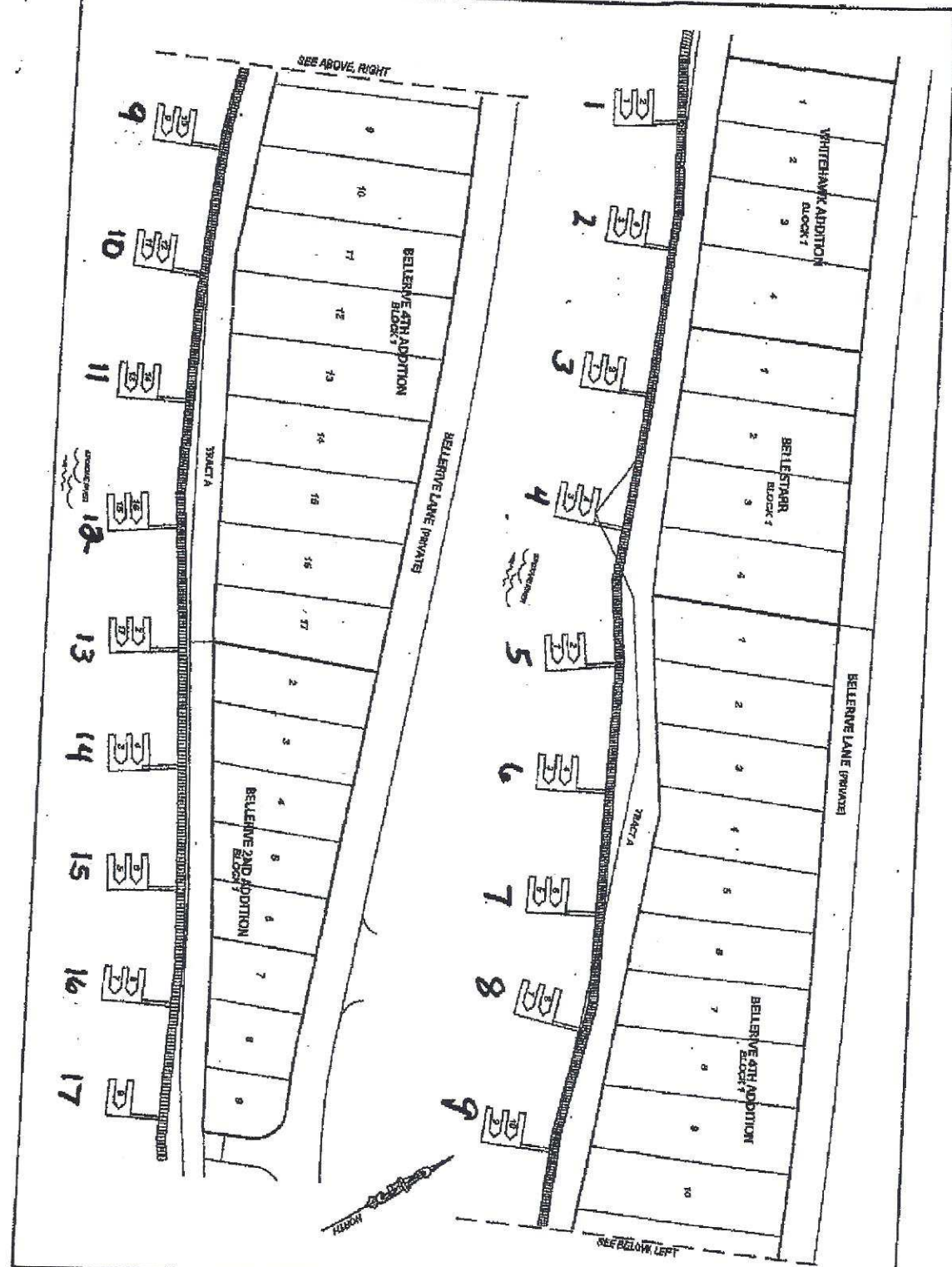
THENCE NORTH 41 DEGREES 23' 14" WEST, 325.25 FEET;


THENCE NORTH 45 DEGREES 08' 10" WEST, 261.01 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 39 OF RIVERSIDE PARK ADDITION, AS FILED IN BOOK "B" OF PLATS AT PAGE 138, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE LEAVING SAID MEANDER LINE ALONG SAID SOUTHEASTERLY LINE AND ITS NORTHEASTERLY EXTENSION THEREOF, NORTH 32 DEGREES 01' 36" EAST, 147.96 FEET TO A POINT ON SAID SOUTHWESTERLY BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, SAID RIGHT OF WAY BEING 30 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID RIGHT OF WAY;

THENCE ALONG SAID RIGHT OF WAY, SOUTH 57 DEGREES 57' 44" EAST, 914.33 FEET TO THE REAL POINT OF BEGINNING.

EXHIBIT A



<p>BELLERIVE DOCK OVERVIEW</p> <p>DOCK LAYOUT DESIGNATION</p> <p>COEUR D'ALENE, IDAHO</p> <p>EXHIBIT B</p>		<p>PRELIMINARY</p> <p>NOT FOR CONSTRUCTION</p>	 <p>LAKC CITY ENGINEERING</p> <p>3809 N. SCHWENNER HWY, STE. 4 COEUR D'ALENE, IDAHO 83816 PHONE: 208.676.0299</p>
<p>DESIGNED BY: JSD</p> <p>DRAWN BY: SMH</p> <p>DATE: 08/20/14</p> <p>JOB NO: LCE 13-075.2</p> <p>SCALE: AS SHOWN</p>	<p>1</p>		