



**SECOND 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, "docks" on the "Property," as defined on Exhibit A thereto, 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 a certain "First Supplement" to the "Master Declaration," as amended by the "First Amendment to the Master Declaration," the Association established conditions of use and maintenance of the "docks," as that phrase is defined in Section 7.3 of the "First Amendment" and said "First Supplement."

5. This Second Supplement is intended to amend and add additional boat slips and docks, as set forth herein and as depicted on Exhibit A, to the terms and conditions of the "First Supplement."

6. The dock assignments made under Section (7) of the "First Supplement" to the "Master Declaration" are restated herein, in full, except for the following modifications, which shall take precedence, as to the two (2) lots identified below, over the assignments made in said "First Supplement":

<u>LOT DESCRIPTION</u>	<u>DOCK</u>	<u>BOAT SLIP</u>
Bellerive 4 th Addition, Lot 17, Block 1	13	2
Bellerive 2 nd Addition, Lot 2, Block 1	13	17

7. Subject to compliance with all terms and conditions set forth herein, the additional boat slips and docks depicted on Exhibit A hereto 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>
Bellerive 7 th Addition, Lot 1, Block 1	18	1
Bellerive 7 th Addition, Lot 1, Block 1	18	2
Bellerive 7 th Addition, Lot 2, Block 1	19	1
Bellerive 7 th Addition, Lot 2, Block 1	19	2
Bellerive 7 th Addition, Lot 3, Block 1	20	1
Bellerive 7 th Addition, Lot 3, Block 1	20	2

8. This Second Supplement is intended to, and hereby does, amend Section 9(d) of the "First Supplement to the Master Declaration" (Kootenai County Instrument No. 2502570000) to provide as follows:

- (d) The Owner or Owners of a slip and/or dock which has been assigned for their use under the First Supplement or this Second 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. For each such qualifying lease, the following additional rules and restrictions shall apply:
- (i) A copy of any qualifying lease agreement which includes the Owner's dwelling and the slip assigned thereto must be provided to the Association. In addition, any tenant under any such qualifying lease must register their boat (by identifying the boat and its registration information) with the Association.
 - (ii) In the event a non-registered boat is found by the Association to occupy an Owner's slip, a notice will be placed on said boat and/or sent to the Owner to which the slip has been assigned. The Owner shall have seventy-two (72) hours from posting of the notice within which to remove the unapproved boat. In the event the unapproved boat is not removed within seventy-two (72) hours after the posting of the notice, then the Association may, in its discretion, tow the boat and store the same offsite, with all costs associated with the same being the liability of the Owner of the Lot to which the dock has been assigned. In addition, for a first such offense, the Association may seek recovery of costs by way of a special assessment against the Owner to which the slip has been assigned in the amount of One Hundred Dollars (\$100.00).
 - (iii) In the event a non-registered boat is found in an Owner's slip on a second occasion, within twelve (12) months of the first violation, then the Association may recover towing costs, storage costs, as well as Two Hundred Fifty Dollars (\$250.00) in enforcement costs, all by way of a special assessment against the Owner. In addition, the non-registered boat may be towed without further notice at any time following twenty-four (24) hours after the posting of the notification.
 - (iv) In the event a non-registered boat is found in an Owner's slip for the third time within a continuous twelve (12) month

period, then the Association may, in addition to the remedies specified in Subsections (ii) and (iii) above, tow the non-registered boat immediately and recover all towing and storage costs, together with Five Hundred Dollars (\$500.00) in enforcement costs, as against the Owner, all by way of a special assessment.

The foregoing terms and conditions are adopted by the Association as reasonable restrictions of use of Association property (to-wit, the slips). These restrictions are intended to promote and preserve the quiet enjoyment of all Owners to which slips have been assigned, and to minimize Association liability for any unapproved or unauthorized use of Association property.

9. The remaining provisions of the "First Supplement to the Master Declaration" (Kootenai County Instrument No. 2502570000), except as amended herein, are incorporated and made a part hereof, and shall apply to all Owners and Docks identified therein and in Sections 6 and 7 above.

10. Each Owner of a lot identified in the "First Supplement to the Master Declaration" and in Sections 6 and 7 above acknowledge and take any right in his or her identified boat slip subject to compliance with all terms of said "First Supplement, to the Master Declaration," as amended by this Second Supplement.

DATED this 16 day of November, 2018.

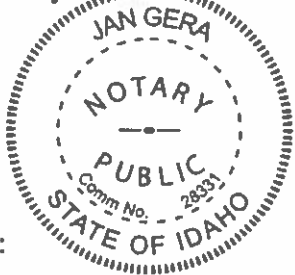
BELLERIVE HOMEOWNERS ASSOCIATION, INC.

By: 
STEPHEN J. NEMEC
Its: President

STATE OF IDAHO)
) ss:
County of Kootenai)

On this 16 day of November, 2018, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared STEPHEN J. NEMEC, known or identified to me to be the President of Bellerive Homeowners Association, Inc., the person whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



Jan Gera

Notary Public in and for the State of Idaho
Residing at: COEUR D'ALENE, ID
My commission expires: 1/17/2023

ATTESTED TO:

BELLERIVE HOMEOWNERS ASSOCIATION, INC.

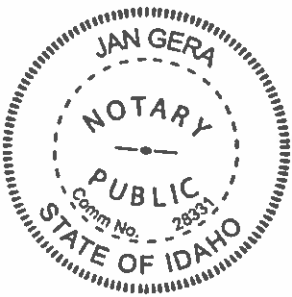
Tom Miller
By: TOM MILLER

Its: Secretary

STATE OF IDAHO)
) ss:
County of Kootenai)

On this 19 day of ~~November~~ ^{December}, 2018, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared Tom Miller, known or identified to me to be the Secretary of Bellerive Homeowners Association, Inc., the person whose name is subscribed to the within instrument and who acknowledged that he/she is authorized to execute the same.

WITNESS my hand and official seal.



Jan Gera

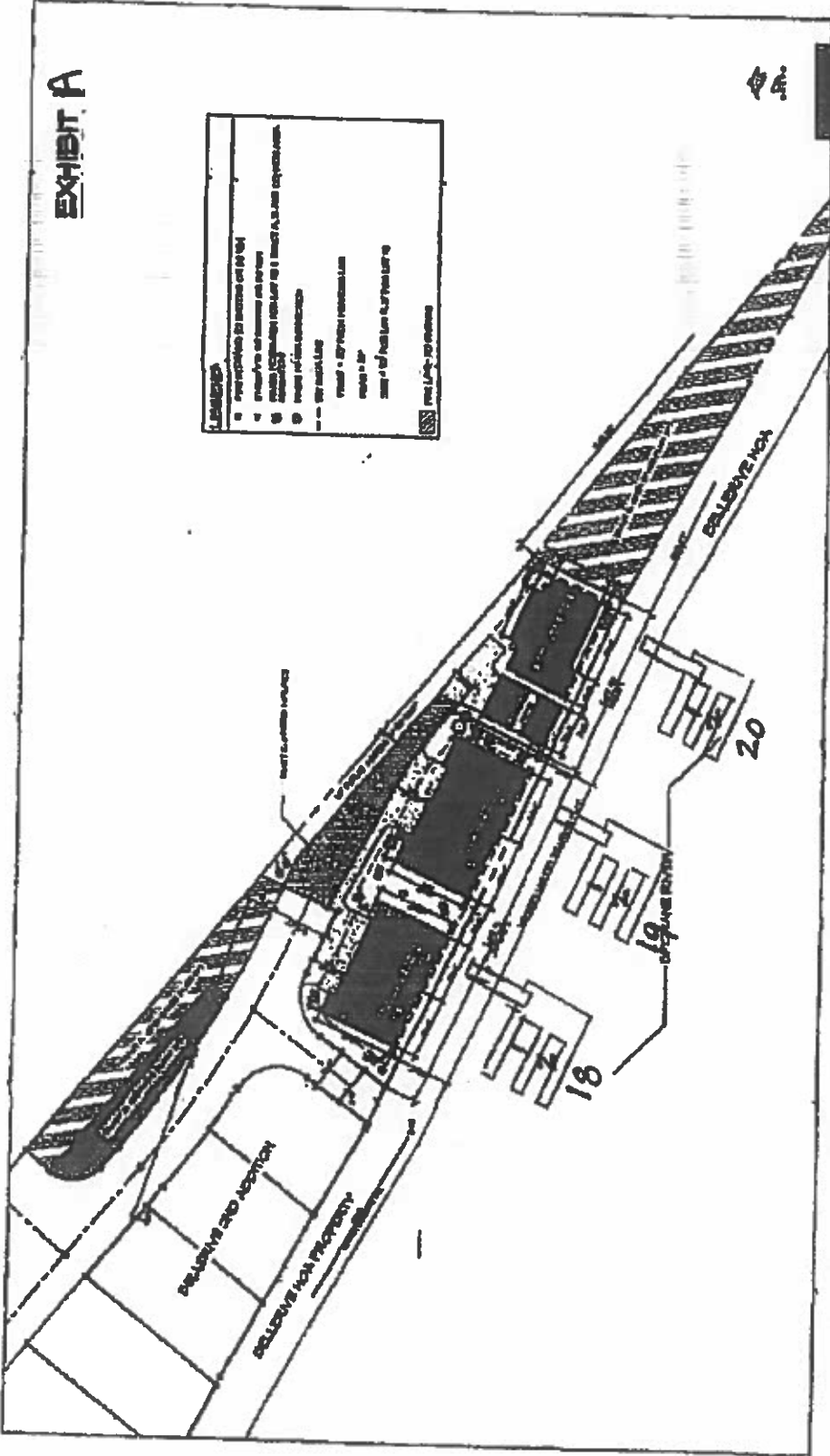
Notary Public in and for the State of Idaho
Residing at: COEUR D'ALENE, ID
My commission expires: 1/17/2023

EXHIBIT A



LEGEND

- 1 Proposed for increase of 10 ft
- 2 Proposed for increase of 20 ft
- 3 Proposed for increase of 30 ft
- 4 Proposed for increase of 40 ft
- 5 Proposed for increase of 50 ft
- 6 Proposed for increase of 60 ft
- 7 Proposed for increase of 70 ft
- 8 Proposed for increase of 80 ft
- 9 Proposed for increase of 90 ft
- 10 Proposed for increase of 100 ft
- 11 Proposed for increase of 110 ft
- 12 Proposed for increase of 120 ft
- 13 Proposed for increase of 130 ft
- 14 Proposed for increase of 140 ft
- 15 Proposed for increase of 150 ft
- 16 Proposed for increase of 160 ft
- 17 Proposed for increase of 170 ft
- 18 Proposed for increase of 180 ft
- 19 Proposed for increase of 190 ft
- 20 Proposed for increase of 200 ft



SITE PLAN FOR RIVERWALK TOWNHOMES ADDITION
SCALE: 1"=50'-0"