



Re-record



**SECOND AMENDED AND RESTATED PHASE 4 SUPPLEMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RIVER RUN**

This Second Amended and Restated Phase 4 Supplement to the Declaration of Covenants, Conditions and Restrictions for River Run thereafter referred to as ("Phase 4 Supplement") is effective this 4th day of June, 2007, by RIVER RUN PHASE 4 LOCAL ASSOCIATION, INC., an Idaho nonprofit corporation.

*to rerecord
to add Exhibits.*

ARTICLE I

RECITALS

Section 1.1 Supplemental to River Run Declaration. This Second Amended and Restated Phase 4 Supplement is another amendment to and restatement of the Phase 4 Supplement which was first recorded at the office of the Ada County Recorder, Ada County, Idaho, as Instrument No. 8345848, later amended and restated as Instrument No. 8916093, and further amended by an addendum thereto, as Instrument No. 8864045. This document shall replace and supersede the said original Phase 4 Supplement and any pre-existing amendments in their entirety. The "Grantor" or "Declarant" in the original Phase 4 Supplement and for the purposes of this Phase 4 Supplement, shall refer to Peter S. O'Neill, a married man dealing with his sole and separate property, as to the Phase 4 Subdivision and Lot 95, Block 1, Spring Meadow, and shall refer to River Run Development Company, an Oregon corporation, as to the Phase 4A Subdivision, and their respective successors and assigns. This Phase 4 Supplement is a Supplement to that certain Declaration of Covenants, Conditions and Restrictions for River Run (hereinafter called "River Run Declaration") which was recorded at the office of the Ada County Recorder, Ada County, Idaho, as Instrument No. 7941486, and does supplement such River Run Declaration with respect to the specific property covered hereby and the covenants, conditions and restrictions contained herein are in addition to those set forth in the River Run Declaration, except insofar as the provisions of the River Run Declaration are hereinafter modified as allowed by the River Run Declaration.

Section 1.2 Property Covered. The property which is covered by this Phase 4 Supplement is as follows:

Lots 1 through 22, 24, and 26 through 37, Block 1 and Lot 1, Block 2, River Run (Phase 4), a subdivision located in the N 1/2 of Section 24, T.3N., R.2E., Boise Meridian, Ada County, Idaho, as per subdivision plat recorded as Instrument No. 8345849 in the office of the County Recorder of Ada County, Idaho (hereinafter referred to as "Phase 4 Subdivision"); and Lots 67 through 72 and 74 through 76, Block 1, River Run (Phase 4A), as per subdivision plat thereof recorded in Book 56 of plats, Page 516 in the office of the County Recorder of Ada County (hereinafter referred to as the "Phase 4A Subdivision").

(Collectively, the Phase 4 Subdivision and Phase 4A Subdivision shall be referred to as the "Island").

Section 1.3 Purposes. The purpose of this Phase 4 Supplement to the River Run Declaration is to reaffirm the annexation of the Island to the Property covered by the River Run Declaration, to reaffirm the designation of certain Local Common Area, to provide for the management of such Local Common Area, to provide for the maintenance of certain water courses and amenities located within and adjacent to the Island, to provide for the maintenance of the Flood Control Facilities, Flood Control Channel and Water Courses located within and adjacent to the Island, to establish a Local Architectural Committee and the River Run Phase 4 Association, Inc., to exclude the Owners of Building Lots in the Island from the River Run Recreation Association No. 1, Inc. and to set forth other terms, covenants, conditions, restrictions, architectural standards and easements which are unique to the Island.

ARTICLE II

DEFINITIONS

All terms initially capitalized herein shall have the same meaning as is ascribed to such term in the River Run Declaration unless the context otherwise provides or indicates or unless such terms are ascribed different or limited meanings in this Phase 4 Supplement. In addition, for the purposes hereof:

2.1 "Flood Control Facilities" shall refer to the earth fill berm which varies from approximately two (2) feet to four and one-half (4 ½) feet in height above the natural ground elevation constructed and located or to be constructed and located on what is generally the northerly side of Lots 3, 4, 5, 6, 7, 12, 13, 15, 16, 17, 18, 19, 20, 21, and 22, Block 1, River Run (Phase 4), Lots 67, 68, 69, 70 and 71, Block 1, River Run (Phase 4A), together with the Flood Control Channel;

2.2 "Flood Control Channel" shall refer to the channel constructed and located or to be constructed and located on and adjacent to what is generally the north-northeasterly side of Lots 3, 4, 5, 6, 7, 12, 13, 15, 16, 17, 18, 19, 20, 21, and 22, Block 1, River Run (Phase 4), and Lots 67, 68, 69 and 70, Block 1, River Run (Phase 4A); and

2.3 "River Lots" shall refer to Lots 3, 4, 5, 6, 7, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, Block 1, River Run (Phase 4), and Lots 67, 68, 69, 71, Block 1, River Run (Phase 4A), collectively.

2.4 "Water Courses" or "Water Course" shall refer to the water channels constructed and located or to be constructed and located on and adjacent to:

2.4.1 What is generally the south-southwesterly side of Lot 75, Block 1, River Run (Phase 4A), Lots 1, 2, 3, 26, 27, 28, 30, 31, 33, 34, 35 and 36, Block 1, River Run (Phase 4);

2.4.2 On the common boundary lines of Lots 27 and 28, Block 1, River Run (Phase 4), and Lots 1 and 2, Block 1, River Run (Phase 4);

2.4.3 Across Lot 9, Block 1 and Lot 1, Block 2, River Run (Phase 4); and

2.4.4 Logger's Creek, as it exists on Lots 71, 72, and 74 as shown on the plat for the Phase 4A Subdivision.

2.5 "Riparian Easement Area" shall refer, collectively to the Flood Control Channel, the Water Courses, and that portion of such Building or Common Area Lot which is adjacent to the Flood Control Channel and/or the Water Courses which portion is within fifteen (15) feet (as to all Building or Common Area Lots except Lots 71, 72, 74, Block 1, River Run (Phase 4A), in which case such portion shall be within twenty-five (25) feet) of the Ordinary High Water Mark of the Flood Control Channel or the Water Course.

2.6 "River Run Association" shall refer to the River Run Homeowners' Association, Inc., an Idaho non-profit organization, which was created pursuant to Article IV of the River Run Declaration.

2.7 "Ordinary High Water Mark" shall refer to the line which the water impresses on the soil by covering it for sufficient periods of time to deprive it of vegetation.

ARTICLE III

DECLARATION

It is hereby declared that the Island and all the property, lots, parcels and portions thereof have been annexed to the Property covered by the River Run Declaration and, except as specially provided herein, is hereby subject to all of the covenants, conditions, restrictions and all provisions including definitions, of the River Run Declaration and, in addition thereto, is subject to the further conditions, covenants, restrictions, easements and provisions hereinafter provided which shall be covenants running with the land and each estate therein.

ARTICLE IV

PHASE 4 LOCAL ASSOCIATION

4.1 Organization of Phase 4 Local Association. The River Run Phase 4 Local Association, Inc. ("Phase 4 Association") has been organized under the provisions of the Idaho Code relating to general non-profit corporations and is charged with the duties and vested with the powers, subject to the limitations prescribed by the law, set forth in the Articles and Bylaws thereof and as set forth herein and in the River Run Declaration as modified herein. Neither the Articles nor the Bylaws shall for any reason be amended or

otherwise changed or interpreted so as to be inconsistent with this Phase 4 Supplement or the River Run Declaration as herein supplemented and modified as to the Island. The memberships, classes of voting memberships, board of directors, powers and duties of the Phase 4 Association shall be as set forth in the River Run Declaration for Local Associations and as set forth herein.

4.2 Powers and Duties. The Phase 4 Association is vested with the powers as set forth in the River Run Declaration, subject to the limitations prescribed by law, and those set forth in its Articles and Bylaws and in the River Run Declaration as herein modified and supplemented. In addition to the powers and duties set forth in the River Run Declaration, and its Articles and Bylaws and without limiting the generality thereof, the Phase 4 Association shall have the following powers and duties:

4.2.1 Water Course Maintenance. Operate, maintain, repair and replace the Water Courses and the fishery structure and facilities located thereon and to the extent that such maintenance is not done by the individual Building Lot Owners, the Riparian Easement Area adjacent thereto as the same exist from time to time.

4.2.2 Irrigation System. At the discretion of the Board, acquire, construct, operate, maintain, repair and replace a private irrigation system located upon or adjacent to the Phase 4 Subdivision.

4.2.3 Security. Employ such security personnel and/or contract for such security services as the board, in its discretion deems appropriate and construct, maintain, repair, replace and operate such security devices and facilities as the Board, in its discretion deems appropriate.

4.2.4 Fishing Regulations. Enforce the fishing regulations described in Article XII hereof and establish reasonable penalties (Local Limited Assessments) to be assessed for violations of the said regulations.

4.2.5 Street and Easement Maintenance. Operate, maintain, repair and replace the private street located upon Lots 24 and 37, Block 1, River Run (Phase 4), Lot 76, Block 1, River Run (Phase 4A), and such portion of the Island which hereafter may be dedicated to the Association for use as a private street as set forth in Section 9.4, the access easements located on Lot 5, Block 1, River Run (Phase 4) and Lot 70, Block 1, River Run Phase 4A); and the emergency and other access easements located within the Phase 4 Subdivision or Phase 4A Subdivision as the same are as shown on the Subdivision Plats or otherwise and as the same exist from time to time.

4.2.6 Other Local Common Area Maintenance. Operate, maintain and repair other Local Common Area owned or managed by the Phase 4 Association, including the buildings, landscaping, tennis courts and swimming pools located thereon.

4.2.7 Building Lot Maintenance. Maintain Building Lot landscaping of those Building Lots which have not been improved with single family residences as more particularly described in Article X hereof.

ARTICLE V

DESIGNATION OF LOCAL COMMON AREA

Lots 5, 9, 24 and 37, Block 1, River Run (Phase 4); Lot 1, Block 2, River Run (Phase 4); and Lots 70 and 76, Block 1, River Run (Phase 4A) have been and shall continue to be designated as Local Common Area to be owned by and maintained by the Phase 4 Association pursuant to the provisions of this Phase 4 Supplement and the River Run Declaration as herein modified as to the Island. Local Common Area also includes those portions of the Phase 4A Subdivision which are designated as Local Common Area as provided in Section 9.4 hereof.

ARTICLE VI

ASSESSMENTS

6.1 Phase 4 Association Assessments. The Phase 4 Association shall make the following Assessments:

6.1.1 Local Regular Assessments.

6.1.1.1 Commencement. Local Regular Assessments against each Building Lot within the Phase 4 Subdivision began on the first day of the month following the closing of the sale of a Building Lot therein by Grantor ("Initiation Date" as to the Phase 4 Subdivision). Local Regular Assessments commenced against the Building Lots within the Phase 4A Subdivision on the first day of the month following the recording of the plat subdividing the Phase 4A Subdivision into Building Lots ("Initiation Date" as to the Phase 4A Subdivision).

6.1.1.2 Amount of Annual Local Regular Assessment. The total annual Local Regular Assessment against all Building Lots shall be based upon advance estimates of annual cash requirements by the Phase 4 Association to provide for the payment of all estimated expenses of the Phase 4 Association, including, without limitation, the following:

6.1.1.2.1 maintenance, repair and operation of the Local Common Area and buildings, if any, and improvements located thereon, including personal property and including, without limitation, maintaining and repairing the private streets and parking lots and related improvements, landscaping, recreational

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

6.1.1.2.2 furnishing electrical, water, sewer, trash collection services and other services which are for the benefit of the Local Common Area;

6.1.1.2.3 premiums for casualty and property damage insurance for the Local Common Area or for damage to the River Lots which is the responsibility of the Phase 4 Association as described in Article IX hereof;

6.1.1.2.4 premiums for all other insurance which the Phase 4 Association is required or permitted to maintain pursuant hereto or pursuant to the River Run Declaration;

6.1.1.2.5 employee salaries, maintenance, service and security contract expenses and legal accounting and other professional costs and expenses, including, without limitation, expenses incurred by the Phase 4 Architectural Committee and the Board in connection with architectural reviews and compliances;

6.1.1.2.6 any deficits remaining from previous fiscal year;

6.1.1.2.7 reasonable contingency reserves, surpluses and/or sinking funds and any and all other expenses and liabilities which may be incurred by the Phase 4 Association or which are for the benefit of the Members of the Phase 4 Association; and

6.1.1.2.8 such other and further costs, expenses, obligations and liabilities as the Board, in its discretion may incur for the proper management of the affairs of the Phase 4 Association, including, without limitation performing the duties described in Section 4.2 of this Phase 4 Supplement.

6.1.1.3 Allocation of Annual Local Regular Assessment. Expenses of the Phase 4 Association as a whole, as described in Section 6.1.1.2 above and which shall be paid by Local Regular Assessments, shall be apportioned among all Island Building Lots equally.

6.1.1.4 Notice of Local Regular Assessments and Time for Payment Thereof. The Local Regular Assessments shall be made on a calendar year basis. The Phase 4 Association shall give written notice to each owner as to the amount of the annual Local Regular Assessment with respect to each Building Lot on or before December 31 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 Phase 4 Association shall determine. Each annual Local Regular assessment shall bear interest at the rate of two (2) points over the prime rate (as listed in the West Coast edition of the Wall Street Journal during the preceding month from when such debt becomes subject to interest charges) 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 to the extent if it's in excess of the amount permitted by law. Failure of the Phase 4 Association to give timely notice of any Local Regular Assessment as provided herein shall not affect the liability of the Owner or any Building Lot for such Local Regular 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.

6.1.2 Local Special Assessments. In addition to the annual Local Regular Assessments authorized by this Article, the Phase 4 Association may levy in any assessment year, a Local Special Assessment, payable over such a period as the Phase 4 Association may determine, for the purposes 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 Local Common Area or any part thereof, including, without limitation, snow and ice removal, or for any expense incurred or to be incurred by the Phase 4 Supplement or the River Run Declaration, 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 Phase 4 Association. Any amounts assessed pursuant hereto shall be assessed among all Island Building Lots equally. 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 (as listed in the West Coast edition of the Wall Street Journal during the preceding month from when such debt becomes subject to interest charges), 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 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 Phase 4 Association.

6.1.3 Local Limited Assessments. The Phase 4 Association may levy against any Owner a Local Limited Assessment equal to the costs and expenses incurred by the Phase 4 Association, including legal and management fees, for corrective action performed pursuant to this Phase 4 Supplement or the River Run Declaration which was necessitated or caused 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 acts of an Owner, his guests, invitees, licensees, contractors, agents or family members, or occupant of a Building Lot who is occupying a Building Lot with the consent, either expressed or implied, of such Owner, or for other violations of this Phase 4 Supplement which result in the Phase 4 Association incurring legal or other costs to remedy or enforce such violations. The Phase 4 Association may also levy against any Owner a Local Limited Assessment as a penalty for the violation of the fishing rules and regulations described in Article XII hereof, including violations by guests, invitees and family members of Owners and occupants of the Owner's Building Lot. The Phase 4 Association may also levy against each Owner whose Building Lot is being maintained pursuant to Section 10.7 hereof a Limited Assessment each to the costs and expenses incurred by the Phase 4 Association to maintain and irrigate the Owners' Building Lot.

6.2 Other Assessments. In addition to the forgoing assessments, each Owner of an Island Building Lot by acceptance of a deed to such Building Lot, hereby covenants and agrees to pay when due all other Assessments or charges made against such Owner by the River Run Homeowners Association, Inc., pursuant to the provision of the River Run Declaration and this Phase 4 Supplement.

ARTICLE VII

ARCHITECTURAL COMMITTEE

7.1 Members of the Committee. The Phase 4 Architectural Committee, sometimes referred to in this Phase 4 Supplement as the "Committee", shall consist of not less than three (3) members. Each member shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

7.2 Right of Appointment. The Board of Directors of the Phase 4 Association (the "Board") shall have the right and responsibility to appoint and remove all Members of the Committee.

7.3 Review of Proposed Construction. The Committee shall review proposals or plans and specifications in the same manner as specified in Section 11.3 of the River Run Declaration, and shall act upon such proposals or plans and specifications after obtaining Board approval of its proposed action(s).

7.3.1 Conditions of Approval. The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and may require the submission of additional plans and specifications or other information before soliciting Board approval of its proposed action upon any application submitted.

7.3.2 Fees. The Committee may also issue rules or guidelines (as a part of the Rules, defined below) requiring a fee to accompany each submission of plans, proposals or specifications for approval. The Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable costs of the construction, alterations or additions contemplated, said rules, guidelines and/or fees being incorporated herein as if set forth herein in full.

7.4 Architectural Committee Rules and Regulations. The Committee shall adopt or has adopted certain Architectural Committee Rules and Regulations ("Rules") which are detailed guidelines and requirements with respect to the construction of improvements on each Building Lot within the Phase 4 Subdivision. Prior to adopting any Rules or amendments thereto, the Committee shall obtain the Board's approval of any such proposed Rule(s) or amendment(s). The Rules, as adopted and amended, shall have the same force and effect as this Phase 4 Supplement and by this reference are hereby incorporated herein as if set forth in fully herein. A current copy of the Rules shall be maintained by the Phase 4 Association, and shall be available by written request.

7.5 Other Duties and Responsibilities. All other aspects of the Phase 4 Architectural Committee shall be as specified and limited in Article XI of the River Run Declaration, including meetings, waiver of future approvals, compensation, inspection of work, liability of Committee Members and variances.

ARTICLE VIII

RIVER RUN RECREATION ASSOCIATION NO. 1

The Owners of Building Lots covered by this Phase 4 Supplement shall not be members of the River Run Recreation Association No. 1, Inc. ("Recreation Association No. 1") and shall not be entitled to use of the Recreation Areas owned and managed by the River Run Recreation Association No. 1, except pursuant to private contractual arrangements which may be entered into between River Run Recreation Association, No. 1 and the Phase 4 Association and/or the Owners of Building Lots within Phase 4 Subdivision or Phase 4A Subdivision.

ARTICLE IX

EASEMENTS

9.1 Flood Control Easement. A perpetual easement is hereby reserved in favor of and for the benefit and use of the River Run Association, Phase 4 Association, and the City of Boise, Idaho ("City"), their respective contractors, successors and assigns, over and across those portions of the River Lots located between the "Building Setback Line" (as shown on the subdivision plat) on all such River Lots and the exterior boundary of

such River Lots which is adjacent to the Boise River, as the same exists from time to time ("Flood Control Easement Area"). The purpose of the foregoing easement shall be inspecting, maintaining, repairing, constructing and restoring the Flood Control Facilities constructed or to be constructed on the Flood Control Easement Area. Notwithstanding that the foregoing easement is for the benefit of the City, the City shall not exercise the easement rights hereby granted with respect to maintenance, repair, construction or restoration without the prior written approval of the River Run Association and the Phase 4 Association which shall not be unreasonably withheld; and the City shall not exercise the easement rights thereby granted with respect to inspections, without first giving the Phase 4 Association at least ten (10) days written notice; provided that no such prior written approval or notice shall be required in the event of an "emergency". For the purposes hereof, "emergency" shall be defined as a situation, event or state of acts, which if not immediately attended to could result in the failure of the Flood Control Facilities constructed upon and adjacent to the Flood Control Easement Area.

Notwithstanding that the above described easement extends to the entire Flood Control Easement Area, the grantees of such easement shall, to the extent reasonably possible under the existing circumstances, exercise their easement rights in such a manner so as to inflict the least possible damage to the River Lots, including, without limitation, damage to any improvements, including landscaping, which may be located upon the Flood Control Easement Area. The use of vehicles and other equipment upon the Flood Control Easement Area shall be limited to the extent reasonably possible.

Additionally, the Phase 4 Association shall have the right from time to time and upon written notice to the owners of River Lots and the City, to designate, within Zone 2 (as hereinafter described) of the Flood Control Easement Area on any Building Lots, an access corridor for emergency vehicles ("Access Corridor"). The said Access Corridor shall be of sufficient width and configuration to allow ingress and egress through the Flood Control Easement Area by emergency vehicles having a maximum length of twenty-five (25) feet, width of thirteen (13) feet, height of sixteen (16) feet and weight of fifty-four thousand (54,000) pounds ("Emergency Vehicles"). In the event the Phase 4 Association elects to designate such Access Corridor, access across the said River Lots pursuant to the easement granted herein shall not be limited exclusively to such Access Corridor, but in the event of damage to improvements located outside of the Access Corridor as a result of the exercise of the easement granted herein, the Phase 4 Association shall be responsible for the repair of such damage to improvements outside to the Access Corridor. The Phase 4 Association shall acquire insurance, if possible, to cover the costs of such damage.

Notwithstanding the forgoing and except in the case of an emergency, the City shall not have the right to exercise their easement rights in connection with the repair, maintenance, restoration or construction of the Flood Control Facilities, unless the City shall have notified the River Run Association and the Phase 4 Association in writing, of the need for such repair, maintenance, restoration or construction of the River Run Association and the Phase 4 Association shall have failed within a reasonable time to have completed such necessary work. In the event that the River Run Association and/or

the Phase 4 Association fail to complete the necessary work within a reasonable time and such work is completed by the City, then, in such event, the River Run Association shall reimburse the City for the reasonable value of the work completed by the City (based on competitive bids). Any such work completed by the City shall be designed to be for the benefit of all Building Lots within the Property covered.

Any damage which results to improvements constructed within the Flood Control Easement Area of a River Lot, including landscaping, as a result of the reasonable exercise of the easement rights, shall be the responsibility of the applicable River Lot Owner; provided, however, that in the event that the Access Corridor is designated, any damage to improvements and landscaping located or constructed outside of the Access Corridor resulting from the reasonable exercise of the easement (but not including damage occasioned by other causes) shall be the responsibility of the Phase 4 Association and the costs and expenses of repairing such damage shall be paid by the Phase 4 Association. Specifically, the City shall be held harmless from any liability, obligations or responsibility for damage to that portion of the River Lots within the Flood Control Easement Area or the improvements thereon which results from the reasonable exercise of the easement rights granted in favor of the City.

9.2 River Run (Phase 4) Riparian Easement. A perpetual easement is hereby reserved for the benefit of the Phase 4 Association, their respective contractors, successors and assigns, over and across that portion of the Riparian Easement Area which lies within River Run (Phase 4) together with ingress and egress rights over and across the balance of the Flood Control Easement Area on each River Lot which lies within River Run (Phase 4). The purpose of the foregoing easement shall be for inspecting, maintaining, repairing, constructing and restoring the fishery structures and facilities constructed or to be constructed within the Riparian Easement Area, it being understood that each Building Lot Owner shall have primary responsibility to maintain the landscaping located upon the Riparian Easement Area and that the Phase 4 Association shall have the primary and sole responsibility to maintain the fishery structures and facilities located within the Water Courses and Flood Control Channel. Notwithstanding that the above described easement extends to the entire Riparian Easement Area, the grantees of such easement shall, to the extent reasonably possible under the existing circumstances, exercise their easement rights in such a manner so as to inflict the least possible damage to any permitted improvements, including permitted landscaping which may be located upon the Riparian Easement Area. Vehicular ingress and egress shall be limited to the extent reasonably possible and shall expressly be limited to vehicles such as golf course maintenance carts and similar vehicles, the use of which will not result in destruction or damage to lawns.

Additionally, in the event the Phase 4 Association elects to designate the Access Corridor, access across the Riparian Easement Area located on the River Lots pursuant to the easement granted herein shall be limited to such Access Corridor.

Any damage which results to permitted improvements constructed within the Riparian Easement Area, including landscaping, as a result of the exercise of this easement, shall be the responsibility of the Phase 4 Association.

9.3 Phase 4A Subdivision Riparian Easement. A perpetual easement is hereby reserved for the benefit of the Phase 4 Association, its respective contractors, successors and assigns, over and across that portion of the Riparian Easement Area which lies within the Phase 4A Subdivision. The purpose of the foregoing easement shall be for inspecting, maintaining, repairing, constructing and restoring the wildlife and fishery habitat, structures and facilities constructed or to be constructed within that portion of the Riparian Easement Area which lies within the Phase 4A Subdivision, it being understood that each Building Lot Owner shall have primary responsibility to maintain the Riparian Easement Area but the Phase 4 Association, in its discretion, may elect to perform certain maintenance, repairs and replacements. Notwithstanding that the above described easement extends to the entire portion of the Riparian Easement Area which lies within the Phase 4A Subdivision, the grantees of such easement shall, to the extent reasonably possible under the existing circumstances, exercise their easement rights in such a manner so as to inflict the least possible damage to any permitted improvements, including permitted landscaping which may be located in or adjacent to the Riparian Easement Area. Vehicular ingress and egress shall be limited to the extent reasonably possible and shall expressly be limited to vehicles such as golf course maintenance carts and similar vehicles, the use of which will not result in destruction or damage to lawns.

Any damage which results to permitted improvements constructed in or adjacent to the Riparian Easement Area, including landscaping, as a result of the exercise of this easement, shall be the responsibility of the Phase 4 Association.

9.4 Street Easements. A perpetual easement is hereby reserved for the benefit of each Owner of a Building Lots in the Island and their respective successors, assigns, family members, invitees and agents over and across Lots 5, 24 and 37, Block 1, River Run (Phase 4), Lot 76, Block 1, River Run (Phase 4A) to be used for the purposes of ingress to and egress from their respective Building Lots and the Local Common Area located in the Island.

ARTICLE X

ADDITIONAL BUILDING RESTRICTIONS

10.1 Generally. In addition to the general and specific restrictions set forth in the River Run Declaration, the following restrictions shall be applicable to the Building Lots in the Island.

10.2 Flood Control Easement Area Restrictions. A typical cross section of the Flood Control Easement Area is attached hereto as Exhibit "A" ("Cross Section"). The Flood Control Easement Area is divided into four (4) zones as shown on the Cross

Section. Zone 1 includes area outside of the Flood Control Easement Area and overlaps Zone 2. The following restrictions shall be applicable to the River Lots.

10.2.1 No portion of Zone 1 of any River Lot shall be excavated or otherwise disturbed for any reason, including for building footings and foundations and landscaping, unless all such excavated areas shall be backfilled and compacted to ninety-five percent (95%) of optimal density as determined by American Society for Testing Materials-Test D-698. A minimum of two (2) compaction tests shall be conducted on any backfill that occurs in Zone 1. Results of said tests shall be furnished to the City. Failure to achieve satisfactory compaction (as set forth above) as tests shall authorize the City Building Inspectors to stop work on the project until such time as satisfactory compaction has occurred. All foundations for buildings constructed on the River Lots shall be designed and constructed so as to resist all loading conditions imposed thereon by reason of the hydrostatic and vehicular loading during a 100 year flood event.

10.2.2 No portion of Zone 1 of any River Lot shall be improved with any structure and no structure shall be permitted to exist within Zone 1 except for building footings and foundations and landscaping grass described in Section 10.2.1 above. Notwithstanding the foregoing, eaves overhangs as shown on Exhibit A shall be permitted.

10.2.3 No portion of Zone 2 and Zone 3 of any River Lot shall contain any form of vegetation except as follows:

10.2.3.1 Low growing, deep rooted grasses shall be permitted and shall be encouraged;

10.2.3.2 A limited number of shrubs and bushes which at maturity do not exceed two (2) feet in height shall be permitted; provided, however, that with respect to Zone 3, ground coverage by shrubs and bushes at maturity shall be limited to five percent (5%) of total ground area and all plant groupings shall be parallel to the flow (current) of the Boise River so as to minimize resistance to water flow.

10.2.3.3 A limited number of trees shall be permitted subject to Phase 4 Architectural Committee approval regarding location, maturity size and type; provided, however, that with respect to Zone 3, no evergreens shall be allowed, no tree shall exceed sixteen (16) inches diameter at breast height (DBH) at maturity, maximum tree density shall be 1 tree per 1000 square feet, and any tree grouping shall be parallel to the flow of the Boise River so as to minimize resistance to water flow.

Notwithstanding the foregoing, all plantings and landscaping within Zone 2 and Zone 3 of any River Lot shall be subject to the approval of the Phase 4 Architectural Committee and no plantings, landscaping or

vegetation shall be done or permitted to exist which in the opinion of the Phase 4 Architectural Committee (as assisted by a Professional Engineer experienced in the field of water hydraulics and related to floods and flooding) would unreasonably inhibit the capacity or integrity of the Flood Control Channel constructed and coated or to be constructed and located along the northerly boundary of the Phase 4 Subdivision. Additionally, notwithstanding the foregoing, no planting, landscaping or vegetation shall be done or permitted to exist which would prevent or unreasonably interfere with access over and across the River Lots in accordance with the Flood Control Easement described in Article IX (taking into account the vegetation located on adjacent River Lots) or which would be inconsistent with Section 10.3 hereof.

10.2.4 No portion of Zone 2 of any River Lot shall contain any structure or other improvement including, without limitation, and without limiting the generality of the foregoing, fences, except as follows:

10.2.4.1 Ground level patios (that is, not more than one (1) inch above existing ground level of the Flood Control Facilities) shall be permitted;

Notwithstanding the foregoing, in the event that the Access Corridor is designated as herein provided, then and in that event only, structures and other improvements may be constructed and located on those portion of Zone 2 which are not within the Access Corridor; provided, however, that all such structures and other improvements shall be subject to Phase 4 Architectural Committee approval and no such structures or improvements shall be allowed or permitted to exist if in the sole discretion and opinion of the Phase 4 Architectural Committee, ingress and egress pursuant to the Flood Control Easement described in Article IX would be prevented or unreasonably inhibited or the structural integrity of the Flood Control Facilities would be diminished.

10.2.5 No portion of Zone 3 shall be improved with any structure or other improvement including, without limitation, fences of any kind or nature and no material or objects shall be permitted to be located or exist in Zone 3 except as herein specifically provided.

10.2.6 Zone 4 of the river Lots shall be used exclusively for the fishery structures described in Article IX above and for Flood Control Facilities and no other improvements, including landscaping shall be constructed or installed or permitted to exist thereon.

10.3 Riparian Easement Area Restrictions. No portion of the Riparian Easement Area shall be improved with any structure or other improvement other than landscaping approved by the Phase 4 Architectural Committee. Natural vegetation and landscaping shall be encouraged and all landscaping within the Riparian Easement Area shall be

compatible with and shall promote the trout habitat within the Flood Control Channel and the Water Courses.

The Phase 4 Architectural Committee may, in its sole and absolute discretion, grant variances from the foregoing building and improvement restrictions within the Riparian Easement Area, if the Phase 4 Architectural Committee, in its sole and absolute discretion, determines that such variance would not be unreasonably detrimental to the trout habitat or if failure to grant the variance would work an undue hardship, economic or otherwise, on the Building Lot Owner seeking the variances.

10.4 Emergency Access Easement Restrictions. Except as provided below, no buildings or other improvements shall be constructed within the "Emergency Access Easement" as such easements are shown on the plat for the Phase 4 Subdivision. Trees and other vegetation located adjacent to the Emergency Access Easement shall be maintained in such a manner so that any encroachment would not interfere with the use of the easement by Emergency Vehicles. Notwithstanding the foregoing, low growing shrubs and other vegetation, approved by the Phase 4 Architectural Committee, may be planted within the said Emergency Access Easements, so long as such shrubs and other vegetation, at maturity, would not prohibit access over and across the Emergency Access Easement areas by Emergency Vehicles.

10.5 Building Elevations. All residential structures within Phase 4 Subdivision shall be designed and constructed so that the finished floor level of the interior living area of such residence is at least one (1) foot above the 100 year flood plain level of the Boise River.

10.6 River Run Phase 4 Subdivision Building Specifications. In addition to the foregoing, each Building Lot within the Island and all improvements constructed thereon shall comply with the Rules adopted and amended by the Architectural Committee pursuant to Article VII, above, which are detailed guidelines and requirements with respect to the construction of improvements on each Building Lot within the Phase 4 Subdivision. The Rules shall set forth specific guidelines and requirements with respect to the submission and review of proposals, plans and specifications and the construction of buildings and other improvements upon Building Lots within the Island.

10.7 Building Lot Improvements. All Building Lots within the Island upon which construction of a single family residence has not commenced, shall be planted and maintained by the Phase 4 Association. Such maintenance shall consist of irrigation of the vegetation, it being the intent that the Building Lots shall be maintained in generally the same manner as Lot 9, Block 1, River Run. The costs and expenses incurred by the Phase 4 Association in connection with the planting and maintenance of such Building Lots shall be charged to the Owner of the Building Lot as a Local Limited Assessment. Additionally, should an existing residence be demolished, destroyed or damaged to the point of being inhabitable (whether intentionally or by acts of nature or otherwise), construction shall commence as soon as reasonably possible but no later than one hundred eighty (180) days after such demolition or damage, and shall proceed as quickly

as reasonably possible, and shall be substantially complete no later than five hundred forty (540) days from the date of destruction or damage. In the alternative, if construction is not commenced within ninety (90) days from the date of demolition or damage, such Building Lot shall be maintained by the Phase 4 Association as set forth above, and the costs and expenses incurred by the Phase 4 Association in connection therewith shall be charged to the Owner of the Building Lot as a Local Limited Assessment.

ARTICLE XI

MAINTENANCE OF FLOOD CONTROL FACILITIES

AND FISHERY FACILITIES

11.1 Flood Control System. The River Run Association shall be responsible for inspecting, maintaining, repairing, replacing and restoring the Flood Control Facilities and the Flood Control Channel, which on an annual basis shall include, without limitation, the following:

11.1.1 Removal of excessive buildups of depositional matter in the bottom of the Flood Control Channel;

11.1.2 Removal of trees, limbs, brush and other material and objects, etc. which are deposited along the banks of the Flood Control Channel;

11.1.3 Removal and/or trimming of existing vegetative cover if it materially decreases the capacity of the Flood Control Channel; provided, however, that if such trimming is deemed necessary, the owner of the subject River Lot shall first be given the opportunity, following ten (10) days written notice, to accomplish the said removal and/or trimming;

11.1.4 Repair and/or protection of areas subject to hydraulic erosion; provided, however, that such repair shall be conducted in cooperation and consultation with the owner of the subject River Lot and all such repair shall be consistent with existing landscaping.

11.2 Owner Maintenance. The Owners of Building Lots shall be responsible for the maintenance of any landscaping and other improvements located upon their respective Building Lots which is within the Flood Control Easement Area or the Riparian Easement Area in such a manner that such landscaping and other improvements are in full compliance with this Phase 4 Supplement and the River Run Declaration; provided, however, that the maintenance of the Flood Control Facilities and/or the fishing structures and facilities located within the Water Courses and Flood Control Channel shall be the responsibility of the River Run Association, or the Phase 4 Association. In the event that such Owner fails to properly maintain such landscaping and other improvements, the River Run Association and/or the Phase 4 Association shall provide the Owner with notice to that effect, which notice shall specify what maintenance work is

necessary. In the event the Owner fails to accomplish such maintenance within a reasonable time under the circumstances and taking into consideration the nature of the maintenance work, the River Run Association and/or the Phase 4 Association shall be entitled to perform such work and assess against the Owner a Limited Assessment for the costs and expenses of such work.

ARTICLE XII

FISHING RESTRICTIONS

The Water Courses and the Flood Control Channel have been or shall be developed, in part, as an improved habitat for the spawning of trout in the Boise River. As a consequence, fishing in the Water Courses and the Flood Control Channel is not encouraged. Members and their family members and guests who nevertheless desire to fish in the Water Courses and Flood Control Channel adjacent to the Members respective Building Lot shall comply with the following rules and regulations:

12.1 Dry or wet fly fishing only;

12.2 Barbless hooks only;

12.3 No kill; catch and release only;

12.4 Building Lot Owners and their family members and guests only shall be entitled to fishing privileges in Water Courses adjacent to the Owner's Building Lot.

12.5 Fishing shall be prohibited from October 1 to January 1 and April 15 to June 15 of each calendar year and such other times as the Phase 4 Association may designate.

ARTICLE XIII

USE AND OTHER RESTRICTIONS

13.1 Prohibition of Damage and Certain Activities. No noxious, destructive or offensive activity shall be carried on any portion of the Island, including all Building Lots, or any part thereof, and nothing shall be done therein which may be or may become an annoyance or nuisance to any other Owner or an Owner's guests and invitees. Without limiting the generality of the foregoing, the following specific restrictions shall apply.

13.1.1 Noise. No whistles, bells speakers or other sound devices (other than security devices which have been approved by the Board and/or the Architectural Control Committee), flashing lights or search lights, or similar devices and mechanisms shall be located, used or placed on any Building Lot or

any other portion of the Island, if use or placement of such item will unreasonably bother or constitute a nuisance to others.

13.1.2 Unsightly Articles. No unsightly articles shall be permitted to remain on any portions of the Property so as to be visible from any other portion of the Island. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers (or otherwise screened).

13.2 Vehicles and Equipment. Without limiting any other provisions of this Phase 4 Supplement to the River Run Declaration, no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, flat bed trucks or trailers, unlicensed, dilapidated or unrepaired or unsightly vehicles or similar equipment (except for short-term construction purposes), shall be placed or stored on any Building Lot or the Common Area, except within the confines of an enclosed garage located on a Building Lot.

13.3 Parking, Storage Areas and Patio/Deck Spaces. The Board shall adopt and implement such Association Rules regarding the parking of vehicles and storage by Owners and their guests as the Board deems necessary and appropriate, including, but not limited to reasonable fines and penalties for the violations of such Association Rules. Without limiting the authority of the board to promulgate Association Rules, exterior storage of any kind (not including temporary parking of vehicles), including but not limited to bikes and other sporting equipment, shall be prohibited.

13.4 Animals/Pets. No Owner shall permit any pet to be a nuisance, which includes but is not limited to excessive barking, biting or growling, and an Owner shall immediately remove such Owner's pet's excrement from Common Area or private property. The Association expressly reserves the right to require any Owner to immediately remove any animal exhibiting signs of aggressive behavior, including, without limitation, biting, growling, and lunging toward any other Owner, guest, invitee or licensee of an Owner. The Board may adopt Association Rules regarding pets and each Owner owning a pet agrees to strictly comply with such rules. Without limiting the Board's authority, the Association Rules regarding pets shall include provisions for damage clean-up caused by pets and curbing.

Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. All animals/pets and their owner(s) shall be subject to all City of Boise "leash laws" (BMC 6-14) and provisions governing animals generally (BMC 6-07).

13.5 Home Office or Home Occupation. Subject to the other provisions hereof and the River Run Declaration, all Building Lots shall be used exclusively for residential purposes, including uses which are customarily incidental thereto, and shall not be used

for business or commercial purposes of any kind. Notwithstanding the foregoing, an Owner may use such Owner's Building Lot for such Owner's professional office or home occupation so long as the following conditions are satisfied:

13.5.1 the use is permitted by applicable zoning and any and all land use regulations and permits applicable to the Island;

13.5.2 there is no external (i.e., external to the residence) evidence that the Residence is being used for office or home occupation purposes, including but not limited to signs and similar items;

13.5.3 the use does not generate excessive traffic, deliveries or similar activities that would detract from the high quality residential living environment of the Island;

13.5.4 all vehicle parking for business-related activities occurs on the Building Lot and the driveways located on the Building Lot and not on the Common Area private street; and

13.5.5 any business related traffic is not allowed to use or have knowledge of the normal security codes of the Island private street entrance gate.

13.6 Garage Sales and other Sales. No garage sales, yard sales, moving sales, estate sales, auctions or similar types of sales of personal property shall be held on any portion of the Island, including all Building Lots or any part thereof.

13.7 Energy Devices. No energy production devices, including, without limitation, generators of any kind and solar energy devices, shall be constructed or maintained on in any portion of the Island without the written approval of the Board or the Architectural Control Committee. In the event that the addition or use of such a device is approved by the Board, it must be screened in the manner approved by the Board.

13.8 Over the Air Reception Devices. All Owners who desire to use any device or antenna to receive over the air transmissions shall be subject to any reasonable restrictions established by the Board and/or set forth in the Association Rules or any requirements of the Architectural Control Committee. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent it conflict with any federal or state law governing such devices.

ARTICLE XIV

MISCELLANEOUS

14.1 Term. The covenants, conditions and restrictions of this Phase 4 Supplement as amended 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 periods of ten (10) years each, unless the original term and/or any extended terms, or any termination thereof, are amended or replaced by a written instrument executed by Members holding at least three-fourths (3/4) of the votes of the Phase 4 Association and such written instrument is recorded with the Ada County Recorder.

14.2 Inclusion of Additional Property and Further Subdivision. [Intentionally omitted.]

14.3 Special Provision For Lot 95, Block 1, Spring Meadow. Lot 95, Block 1, Spring Meadow, a portion of the Phase 4A Subdivision, shall not be considered a Building Lot for purposes of assessment or voting and representation in the River Run Homeowner's Association or the Phase 4 Association. Rather, such lot shall be appurtenant to Lot 23, Block 1, River Run Phase 4 Subdivision and shall be subject to all landscaping maintenance and other similar obligations by the owner of Lot 23, Block 1, River Run Phase 4 Subdivision.

14.4 Water Rights Appurtenant to Subdivision Lands. [Intentionally omitted.]

14.5 Amendment By Owners. Except where a greater percentage is required by express provision, 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 4 Association certifying that such amendment has been approved by the vote or written consent of Owners owning at least fifty-one percent (51%) of the Building Lots located in the Island, and such amendment shall be effective upon its recordation with the Ada County Recorder; provided, however, that any amendment to this Supplement which is inconsistent with the terms of the River Run Declaration, or which deannexes the Phase 4 Subdivision and/or the Phase 4A Subdivision from the provisions of the River Run Declaration, shall be null and void.

Notwithstanding the foregoing, no amendment of this Phase 4 Supplement regarding the Flood Control Facilities or maintenance thereof or the street easement or maintenance thereof shall be effective without the written consent of the City.

14.6 Enforcement and Nonwaiver. The Phase 4 Association and/or any Owner shall have the power to enforce the provisions of this Phase 4 Supplement in any manner provided by law or in equity and in any manner provided herein. The Phase 4 Association may promulgate rules regarding enforcement of the provisions of this Phase 4 Supplement. Such rules shall in no way restrict or limit any legal or equitable remedies available to the Phase 4 Association or any Owner. The failure to enforce the provisions of any covenant, condition or restriction contained in this Phase 4 Supplement shall not constitute a waiver of any right to enforce such provisions.

14.7 Interpretation. To the extent that this Phase 4 Supplement is inconsistent with the River Run Declaration, this Phase 4 Supplement shall control to the extent allowed by applicable law.

CERTIFICATION. The undersigned President and Secretary of River Run Phase 4 Local Association, Inc., hereby certify that this "Second Amended and Restated Phase 4 Supplement to the Declaration of Covenants, Conditions and Restrictions for River Run" has been approved by the vote of Owners owning at least fifty-one percent (51%) of the Building Lots located in the Island.

IN WITNESS WHEREOF, executed effective this 4th day of June, 2007.

River Run Phase 4 Local Association, Inc.,
an Idaho nonprofit corporation


By: 
Tom Jewell, President

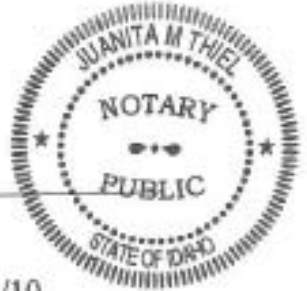
By: 
Wendy Shoemaker, Secretary

STATE OF IDAHO)
) :ss
County of Ada)

On this 4th day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Jewell, known or identified to me to be the President of RIVER RUN PHASE 4 LOCAL ASSOCIATION, INC., the Idaho nonprofit corporation that executed the within and foregoing instrument, and acknowledge to me that such corporation 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.

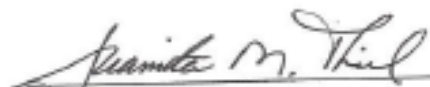

Notary Public
Residing in: Boise, Idaho
My Commission Expires: 12/21/10



STATE OF IDAHO)
) :ss
County of Ada)

On this 4th day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Wendy Shoemaker, known or identified to me to be the Secretary of RIVER RUN PHASE 4 LOCAL ASSOCIATION, INC., the Idaho nonprofit corporation that executed the within and foregoing instrument, and acknowledge to me that such corporation 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.


Notary Public
Residing in: Boise, Idaho
My Commission Expires: 12/21/10

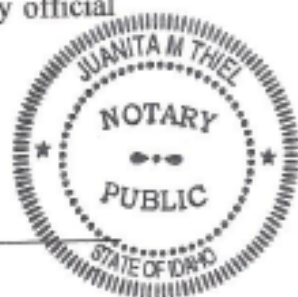
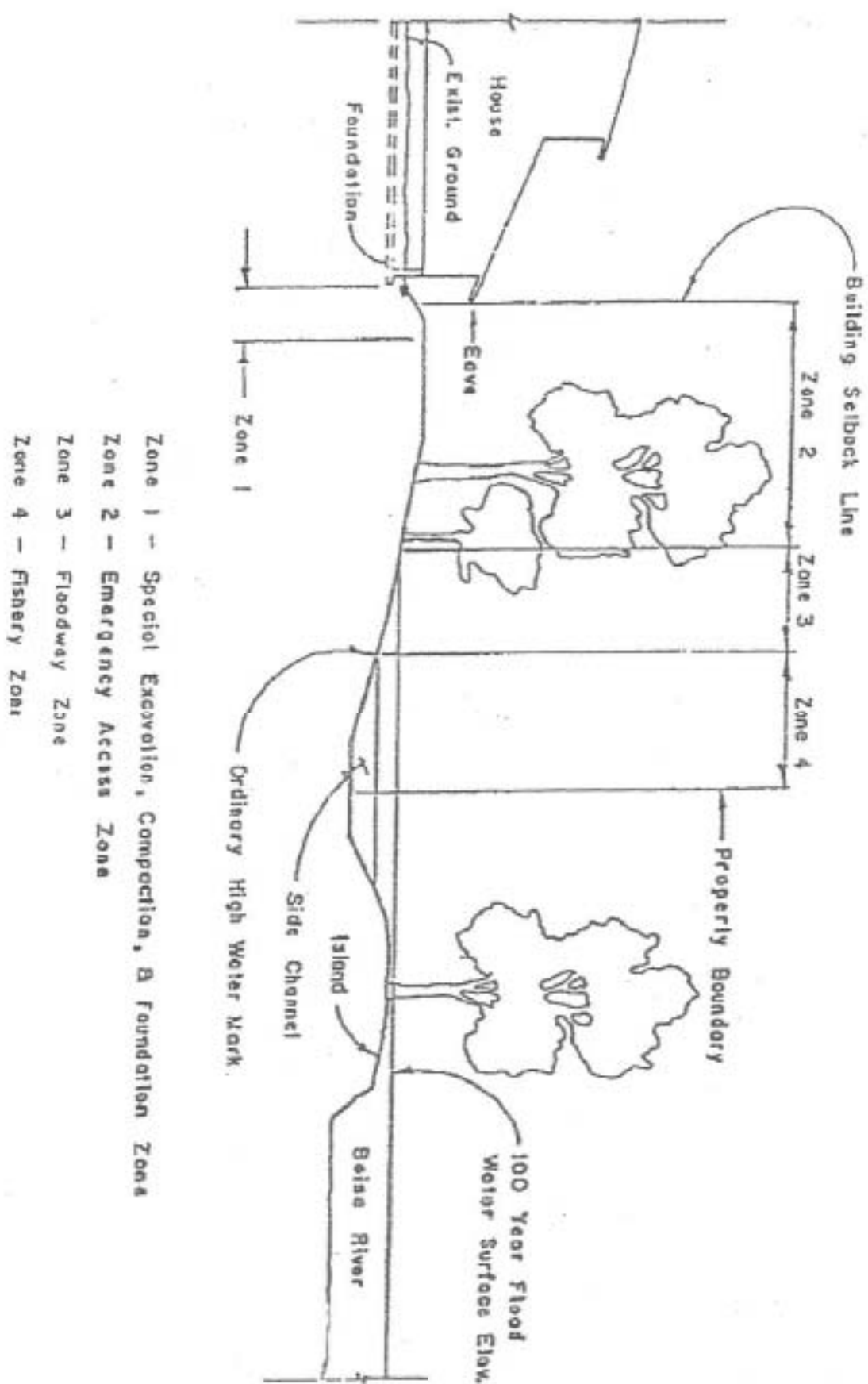


EXHIBIT "A"

Cross Section of Flood Control
Easement Area

Scale : 1" = 20'



PLANT LIST FOR THE RIPARIAN EASEMENTS WITHIN THE RIVER RUN DEVELOPMENT

Trees, shrubs, grasses and forbs all play an important role in building and maintaining productive streams. As riparian vegetation, they provide an important part of a healthy stream environment which ultimately benefits people, fish, and wildlife.

Trees provide shade and stream bank stability due to their height and massive root systems. Shrubs provide bank cover, localized shade and erosion protection through intertwining root systems. Grasses and forbs form dense vegetative mats reducing surface runoff and filtering pollutants from nearby urbanized areas.

Streamside vegetation shades the stream, thereby reducing water temperatures. Sunshine accounts for about 95% of all heat input into streams during the midday periods of summer. Certain types of vegetation are needed to control stream temperatures. Grasses and forbs provide overhanging shade but are relatively ineffective in intercepting sun rays. On the North and South Branches of Heron Creek, trees and shrubs must border the stream to provide effective shading.

Streamside vegetation provides habitat for terrestrial insects. Emergent vegetation such as sedges, rushes and cattails provide important habitat for aquatic insects. Both insect types are important in providing food for fish and other wildlife. Furthermore, leaf litter can provide up to 50% of a stream's nutrient energy supply. This stream detritus is a principle food source for aquatic insects. Leaf fall and other organic matter are therefore very important in the overall production of the aquatic environment.

Overhanging vegetation provides shelter for both adult and juvenile trout. This cover not only provides a sense of security for the fish, but is also a source of terrestrial insect fall. Without this important aspect of streamside vegetation, trout numbers would be minimal.

Riparian vegetation is also very important habitat for numerous birds, small mammal, reptiles and amphibians. Shrubs and trees are important food sources while also providing essential nesting and denning sites. Grasses and forbs provide food, nesting materials and cover for adults and young. Riparian easements provide for diversity in vegetation without which many wildlife species would vanish.

Removal or alteration of streamside vegetation will result in decreased wildlife use and ultimately lead to a decrease in the overall quality of life enjoyed at River Run. The 15' easement on either side of the stream is recommended as a minimum distance to provide the beneficial effects briefly described. These areas should remain as "wild" as possible.

Generally speaking, streamside grasses should be left long and lawn areas should be bordered by native wildflowers, shrubs, or other ornamentals. Incorporating the "wild" riparian easement into a dwelling's landscaping is a challenging prospect. However, those plants listed herein are generally compatible with ornamentals suited for the Boise area.

The following list is relatively complete with respect to availability for native species found within riparian areas of the Great Basin – Intermountain West. Some non-endemic species are also included since they are well established in the Boise area and provide important habitat.

List of Approved Riparian Area Trees and Plants for The Island

Trees

Amelanchier
Aspen
River Birch
Cottonwood
Ponderosa
White Pine
Russian Olive
Shrubs
Barberry
Buffaloberry
Buckthorn
Cistena
Caenothus
Chokecherry
Cinquifol
Dogwood
Elder
Honeysuckle
Rocky Mountain Maple
Ninebark
Oregon Grape
Pachistima
Raspberry
Rose
Snowberry
Virginia Creeper
Willow
Sumac
Mountain Ash
Mulberry

Oak
Lodgepole Pine
Crabapple
Hawthorn
Alder

Forbes – Herbaceous

Plants
Alfalfa
Anise
Aster
Baby Blue Eyes
Birds Eyes
Black-Eyed Susan
Buttercup
Columbine
Cornflower
Coreopsis
Cowpersnip
Daisy
Dock
Fivespot
Flax
Litgusticum
Lion's Beard
Lupine
Marigold
Medick
Milkvetch
Nasturtium
Penstemon Poppy

Primrose
Sweet pea
Golden Eye
Tidy Tips
Valerian
Wallflower
Wild Geranium
Blue Gilia
Goosberry
Melianthella
Watercress
Weatherglass
Wild Strawberry
Yarrow

Grasses

Barley
Brome
Bulrush
Canadian Bluegrass
Canarygrass
Red Fescue
Meadow Foxtail
Tufted Hairgrass
Redtop
Reedgrass
Squirreltail
Wheatgrass
Wildrye
Bulrush
Rush

Riparian Easements on Homeowner Lots at the Island

Lots	Waterway	Easement Width
6, 7, 12, 13, 15-22	Boise River Bypass Channel	15 ft. above the high-water line
23, 68, 69	Boise River Bypass Channel	25 ft. above the high-water line
71, 72, 74	Logger's Creek	25 ft. above the high-water line
1, 2, 3, 25-28, 30, 31, 33-36	Lake Heron Creek	15 ft. above the high-water line