

BLACK ROCK REFERENCE: LOT 147
 BLACK ROCK 3RD ADDITION: LOT 3, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 14,498 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

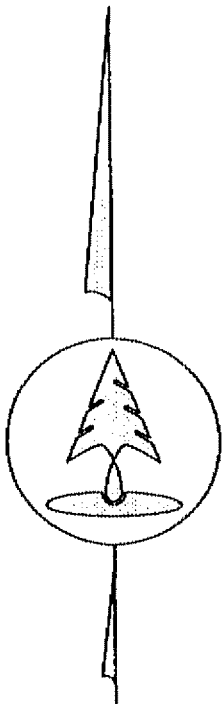
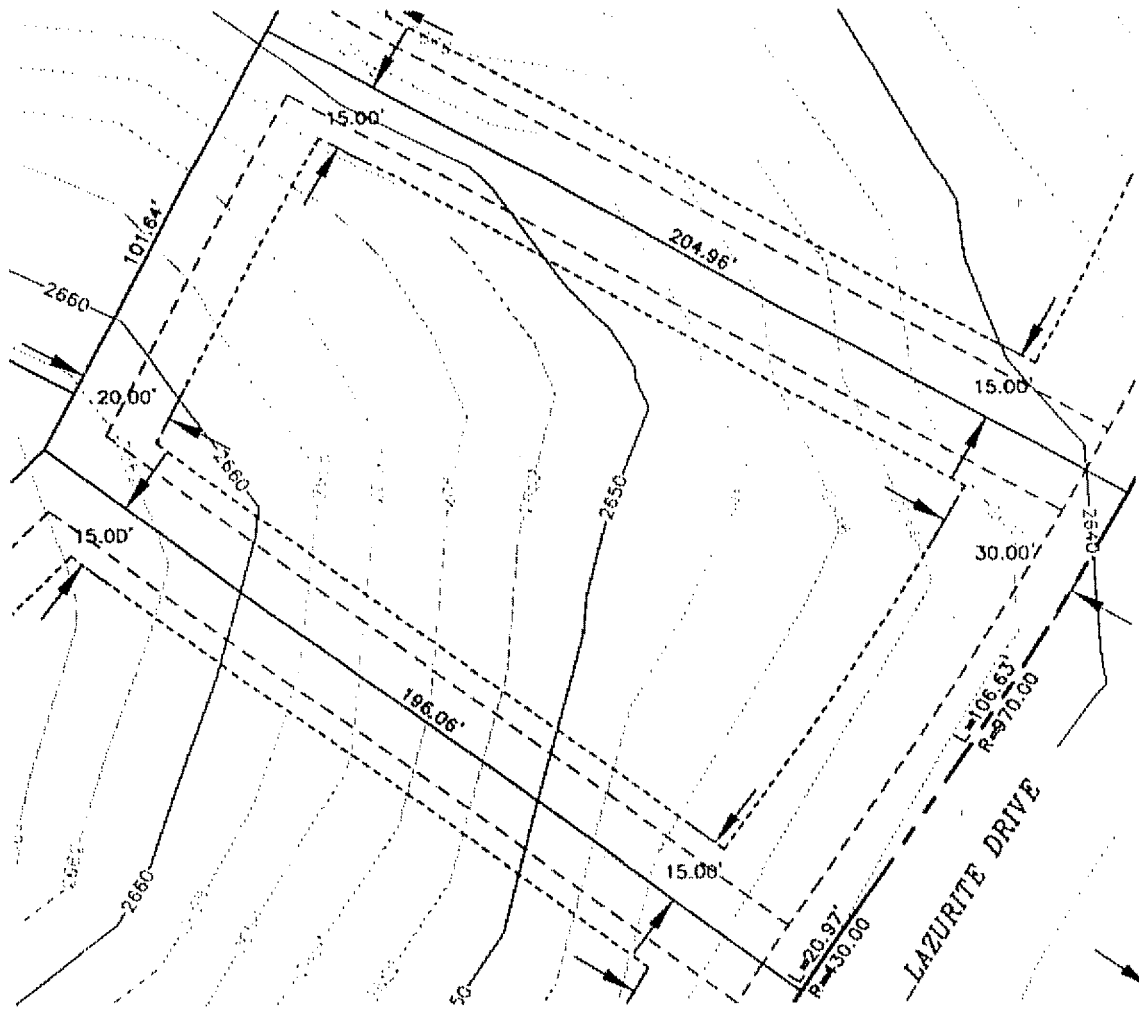
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

Conrad Allen
BLACK ROCK
 2:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 1--2 lot 8.5x11

Island Northwest Consultants
 INCORPORATED
 620 First Street, First Floor, Suite 1000
 (206) 779-8770 • FAX (206) 777-3128
 E-MAIL: info@islandnw.com

SCALE: 1"=40'

01/21/02



BLACK ROCK REFERENCE: LOT 148
 BLACK ROCK 3RD ADDITION: LOT 2, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 12,672 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

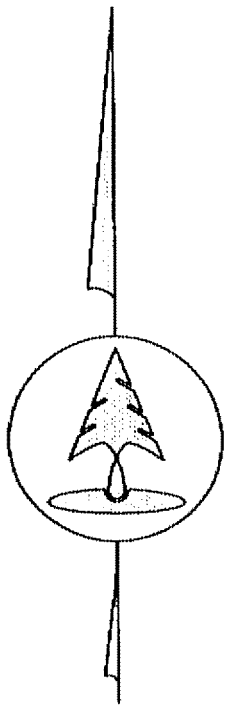
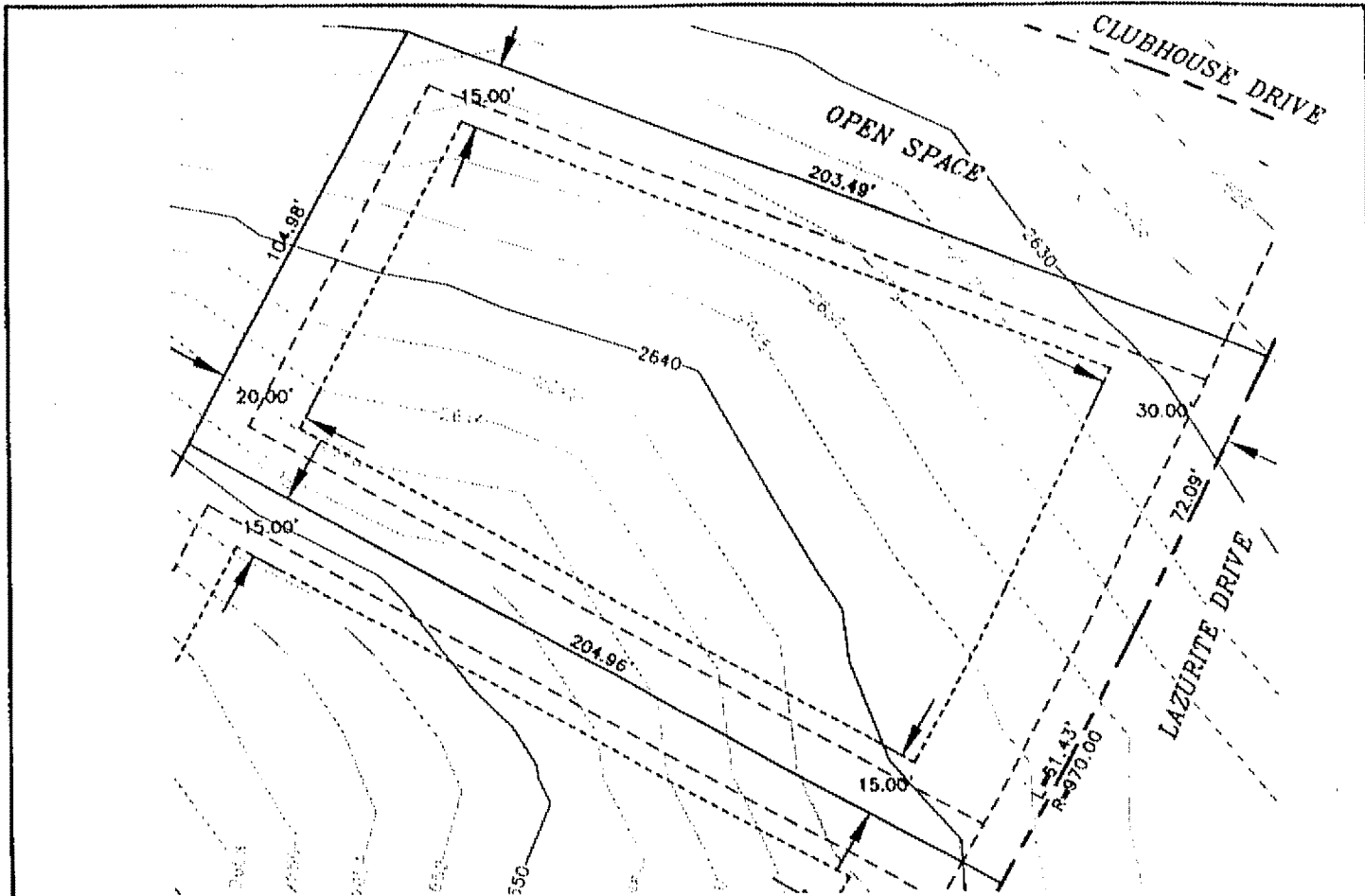
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

01/21/02

Conrad Alene
BLACK ROCK
 Z:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 1-2 lot 8.5x11

Inland Northwest Consultants
 ENGINEERS • ARCHITECTS • PLANNERS
 120 First Street, First Floor, Idaho Falls, ID 83401
 (208) 775-8370 • FAX (208) 775-3128
 E-MAIL: info@inw.com



BLACK ROCK REFERENCE: LOT 149
 BLACK ROCK 3RD ADDITION: LOT 1, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 13,669 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

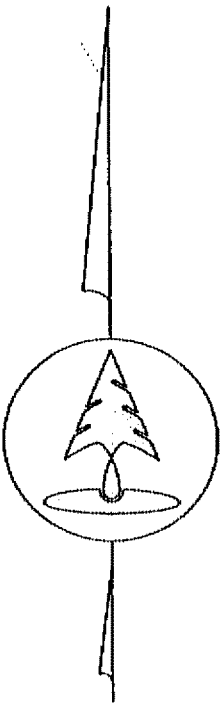
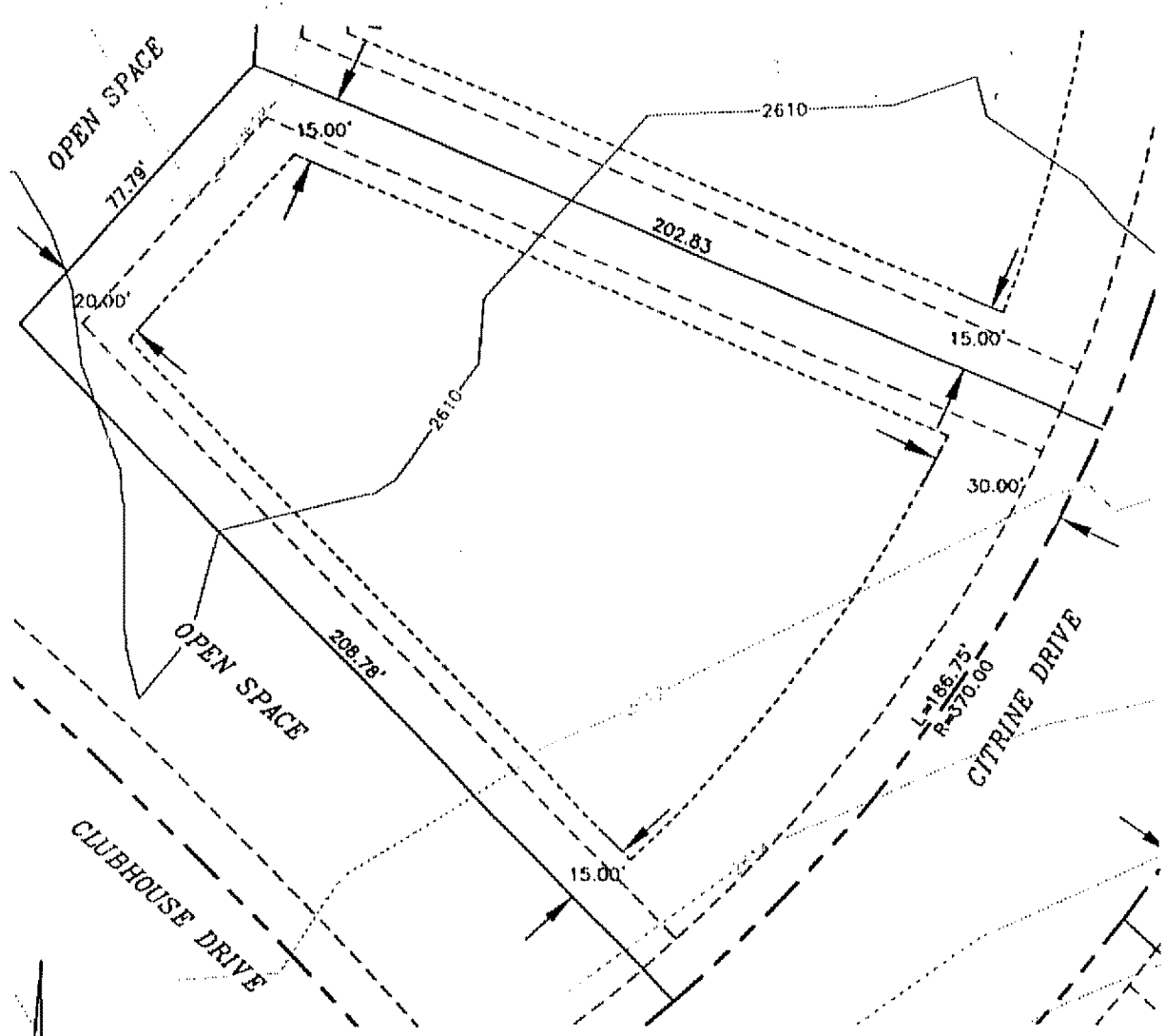
SCALE: 1"=40'

01/21/02

Coourd'Alans
BLACK ROCK

Z:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 1-2 lot 8.5x11

Island Northwest Consultants
 INCORPORATED
 520 First Street, First Floor, Black Rock
 (206) 775-8770 • FAX (206) 775-3128
 B.M.A.E.R. islandnw@islandnw.com



BLACK ROCK REFERENCE: LOT 232
 BLACK ROCK 3RD ADDITION: LOT 13, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 13,856 sf


----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

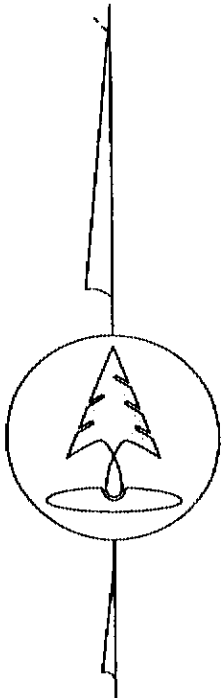
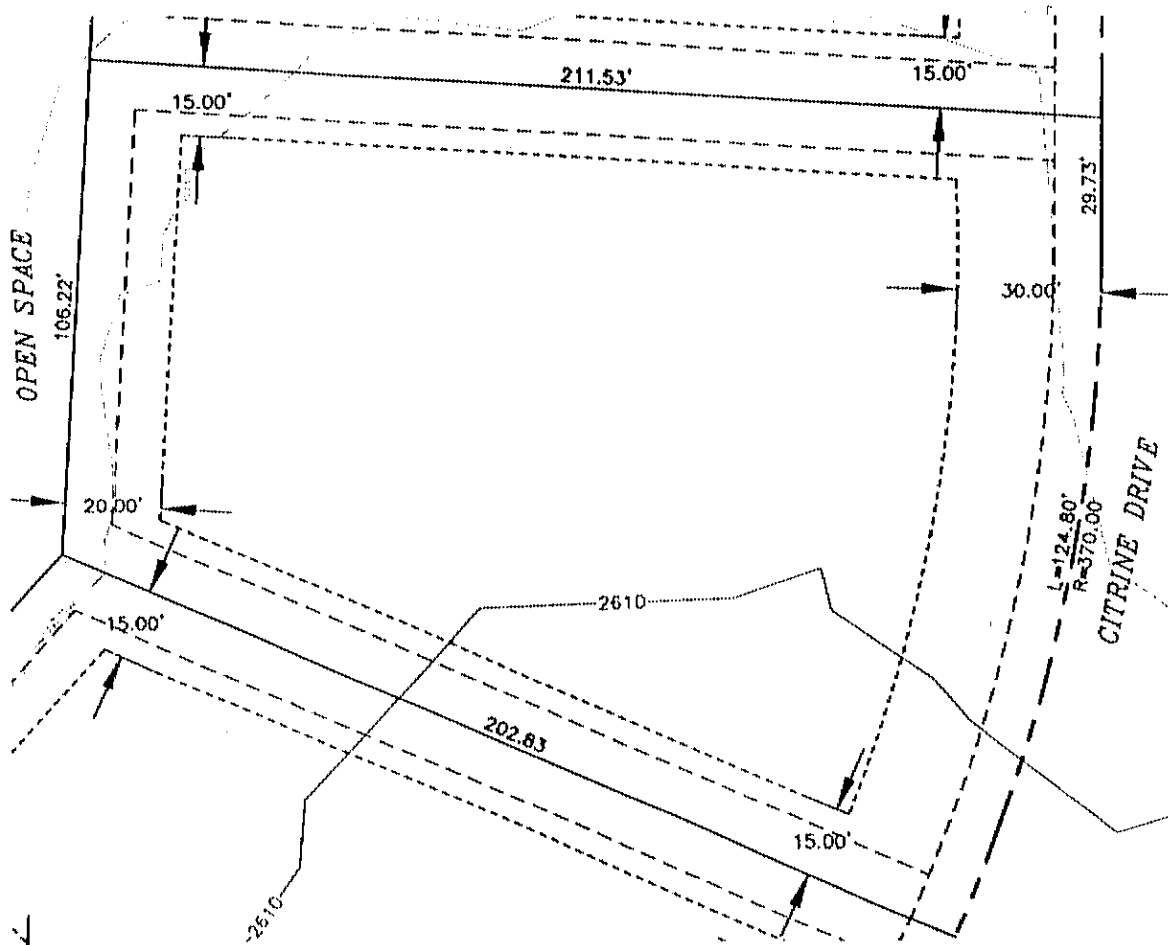
SCALE: 1"=40'

01/21/02


 Cour d'Alone
BLACK ROCK


 Inland Northwest Consultants
 424 First Street, First Floor, Idaho Falls, ID 83401
 (208) 779-8379 • FAX (208) 777-3124
 E-MAIL: info@inlandnw.com

Z:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot 8.5x11



BLACK ROCK REFERENCE: LOT 233
 BLACK ROCK 3RD ADDITION: LOT 12, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 17,861 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

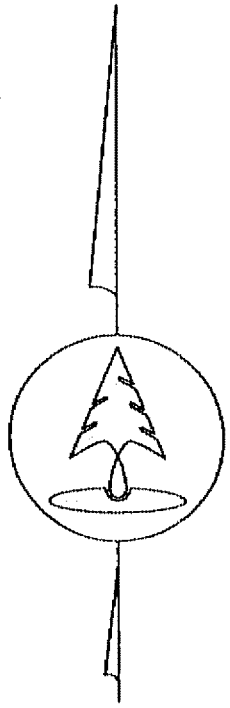
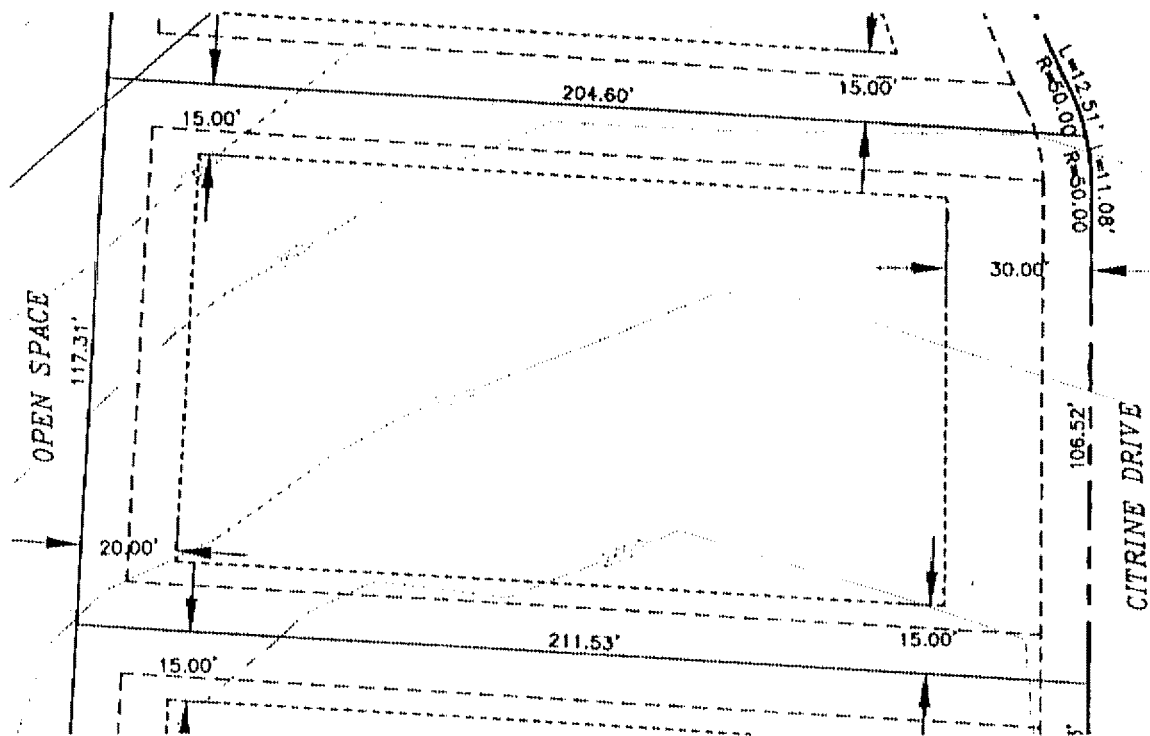
Coeur d'Alene
BLACK ROCK

2:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot 8.5x11

Island Northwest Consultants
 INCORPORATED
 600 First Street, Post Office, Idaho 83854
 (208) 773-8374 • FAX (208) 777-3208
 E-MAIL: info@islandnw.com

SCALE: 1"=40'

01/21/02




BLACK ROCK REFERENCE: LOT 234
 BLACK ROCK 3RD ADDITION: LOT 11, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 13,852 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

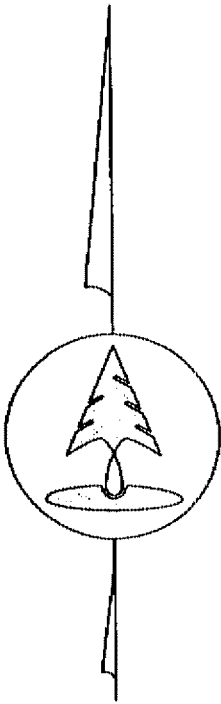
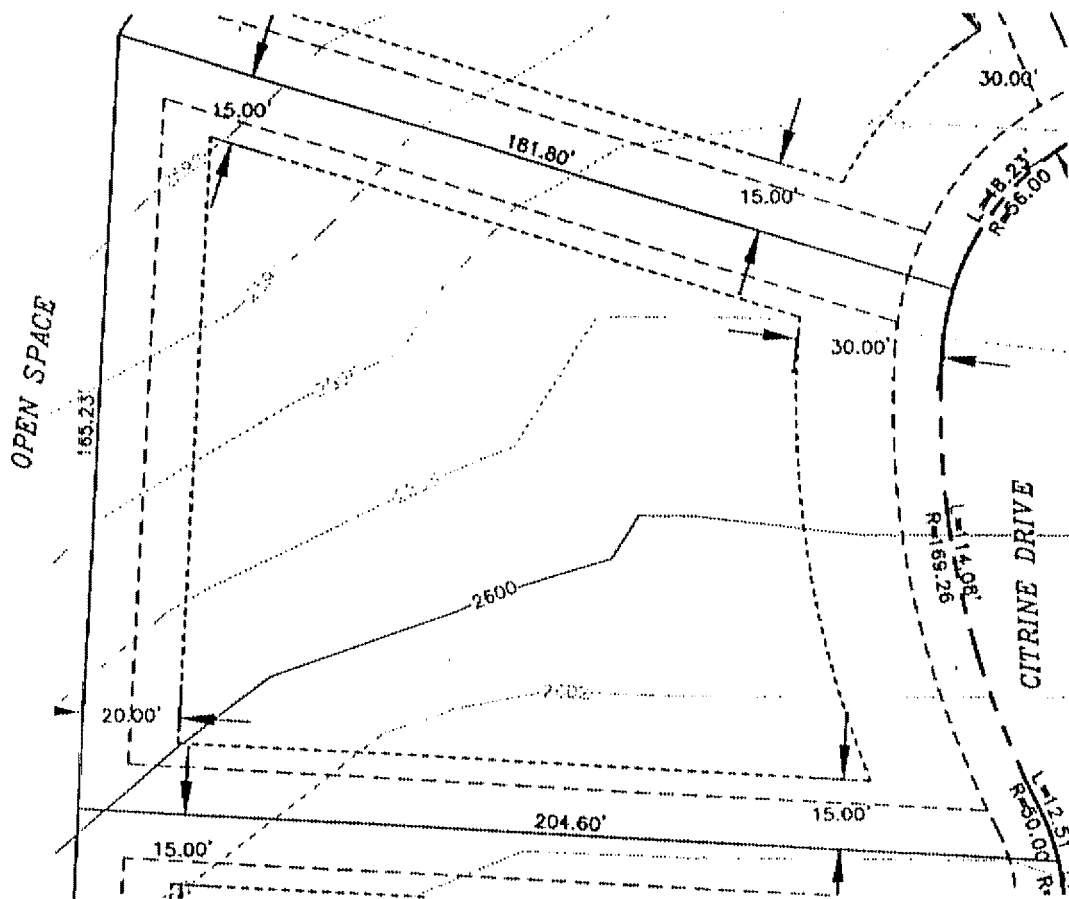

Coeur d'Alene
BLACK ROCK


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 620 First Street, Post Falls, Idaho 83854
 (208) 775-8779 • FAX (208) 777-5178
 B.M.A.E. | info@islandnw.com

SCALE: 1"=40'

01/21/02

Z:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot 8.5x11



BLACK ROCK REFERENCE: LOT 235
 BLACK ROCK 3RD ADDITION: LOT 10, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 14,807 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

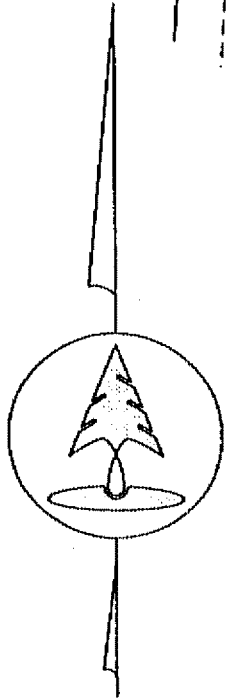
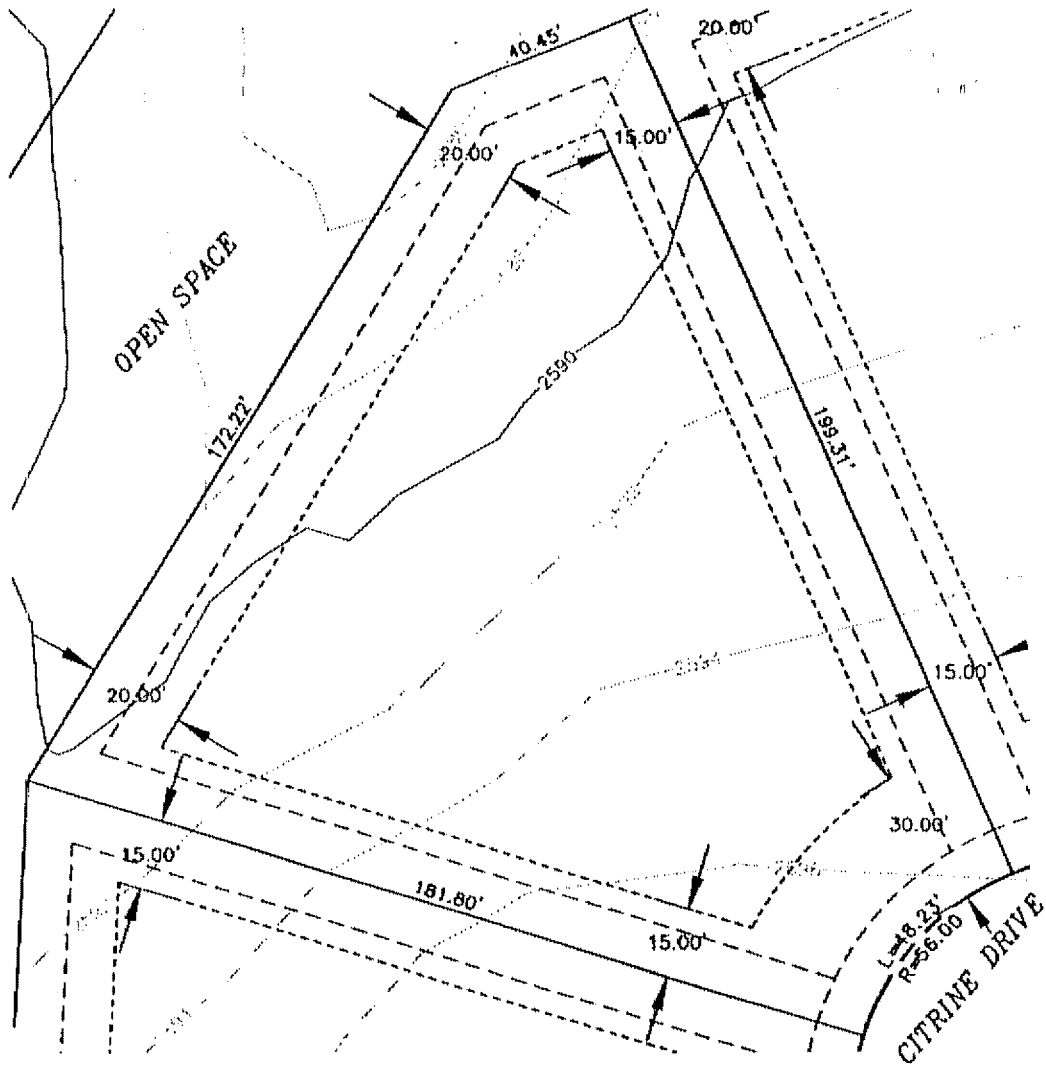
Coeur d'Alene
BLACK ROCK

2:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 tot 8.5x11

Island Northwest Consultants
 INCORPORATED
 624 First Street, Post Falls, Idaho 83854
 (208) 773-2370 • FAX (208) 777-3224
 E-MAIL: IslandNW@idnet.net

SCALE: 1"=40'

01/21/02



BLACK ROCK REFERENCE: LOT 236
 BLACK ROCK 3RD ADDITION: LOT 9, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 13,122 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

Coeur d'Alene
BLACK ROCK

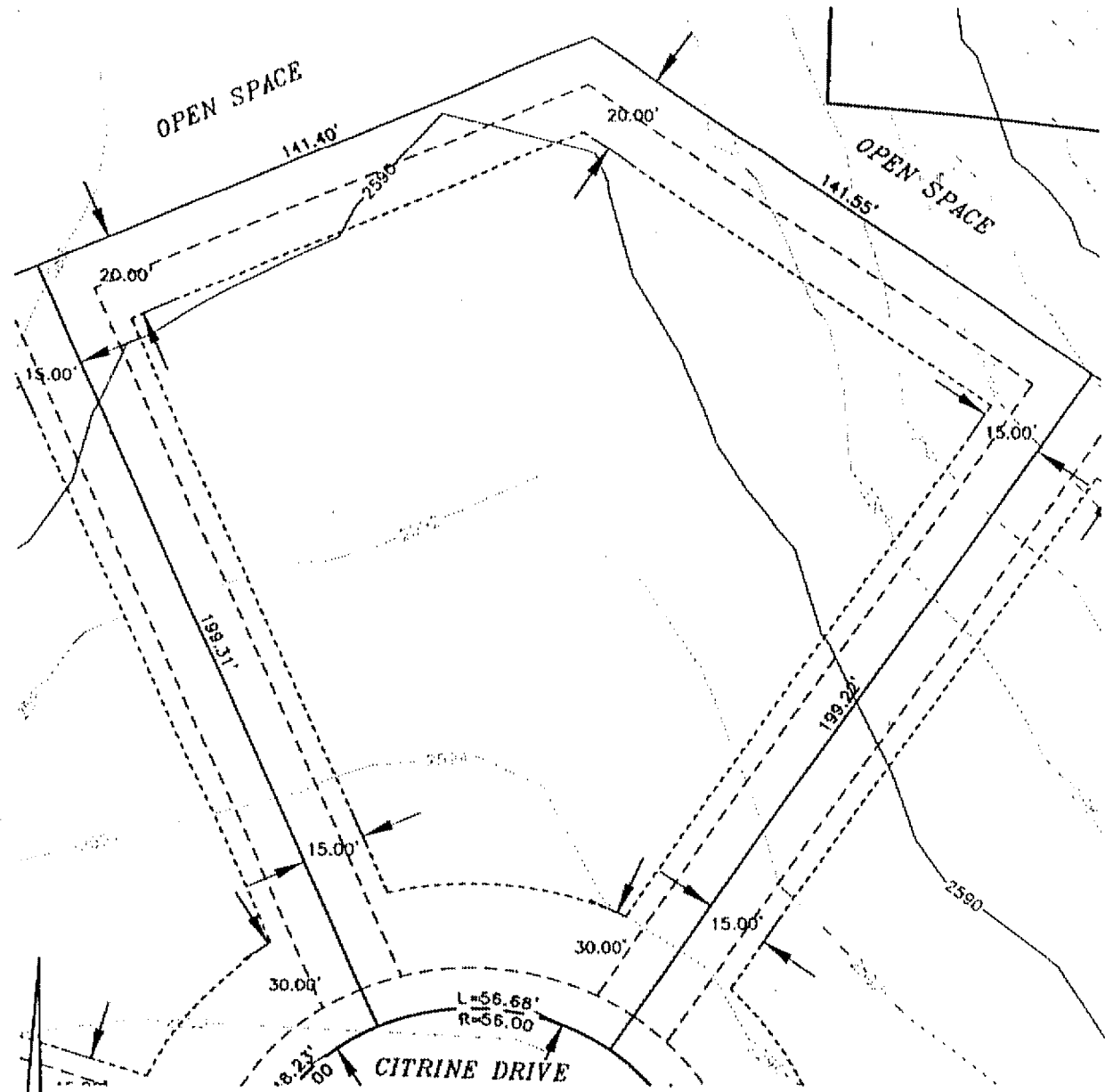
2:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot 8.5x11

INT

Interior Northwest Consultants
 INCORPORATED
 1201 First Street, First Floor, Idaho Falls, ID 83401
 (208) 775-8376 • FAX (208) 777-3228
 E-MAIL: info@intnw.com

SCALE: 1"=40'

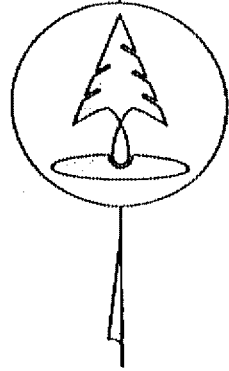
01/21/02



BLACK ROCK REFERENCE: LOT 237
 BLACK ROCK 3RD ADDITION: LOT 8, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 21,822 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

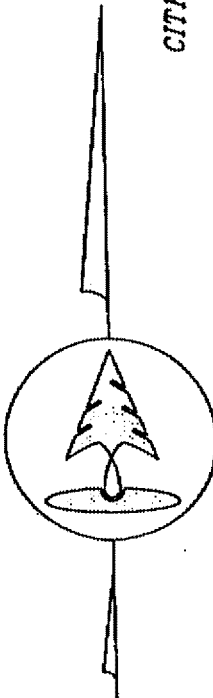
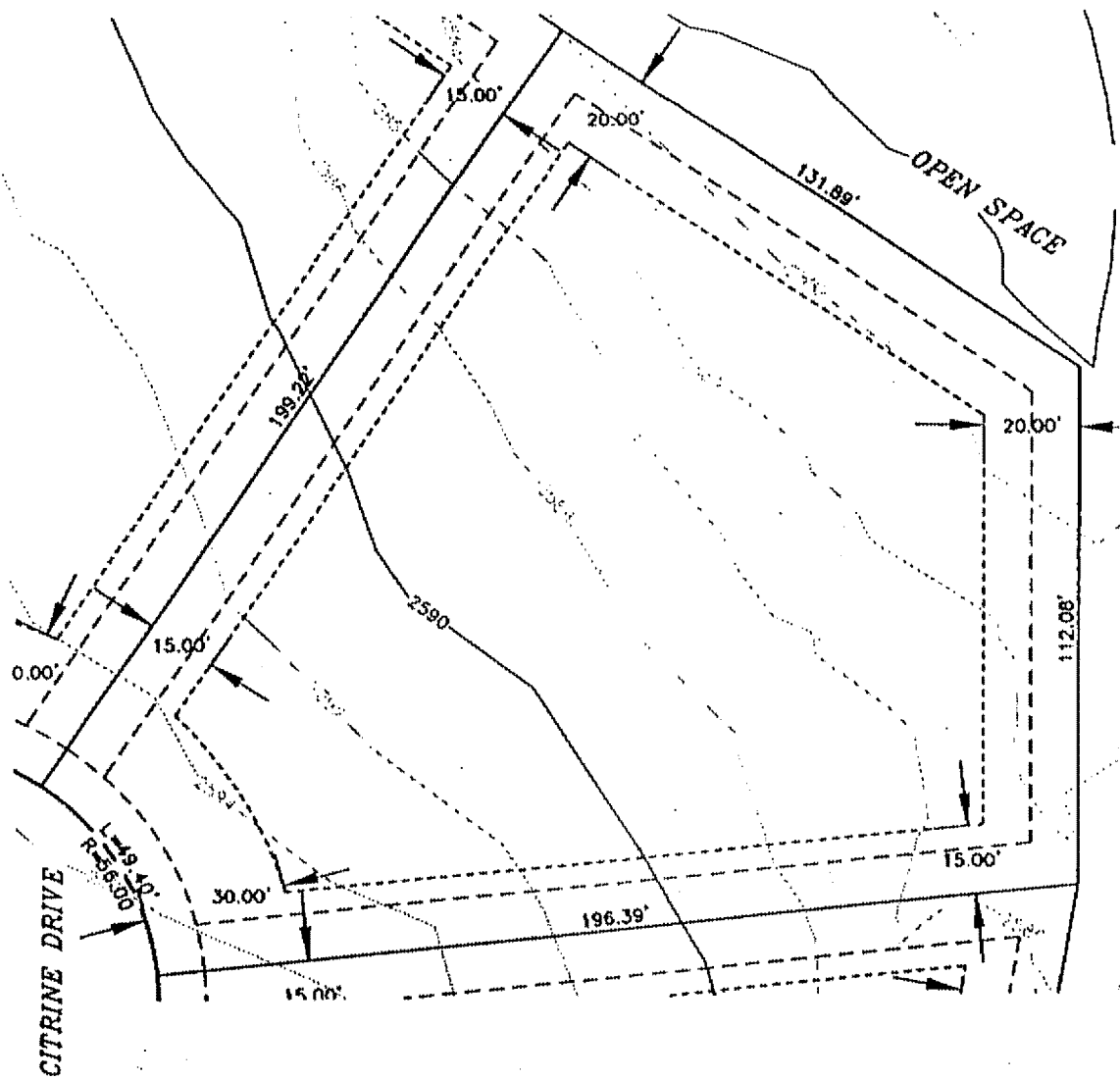


SCALE: 1"=40'

01/21/02

Coeur d'Alene
BLACK ROCK
 Z:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot B.5x11

Inland Northwest Consultants
 601 First Street, Post Falls, Idaho 83854
 (208) 775-8278 • FAX (208) 775-3128
 E-MAIL: inlcnw@blackrock.com




BLACK ROCK REFERENCE: LOT 238
 BLACK ROCK 3RD ADDITION: LOT 7, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 18,036 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

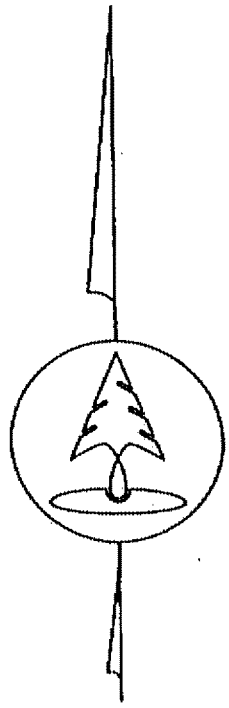
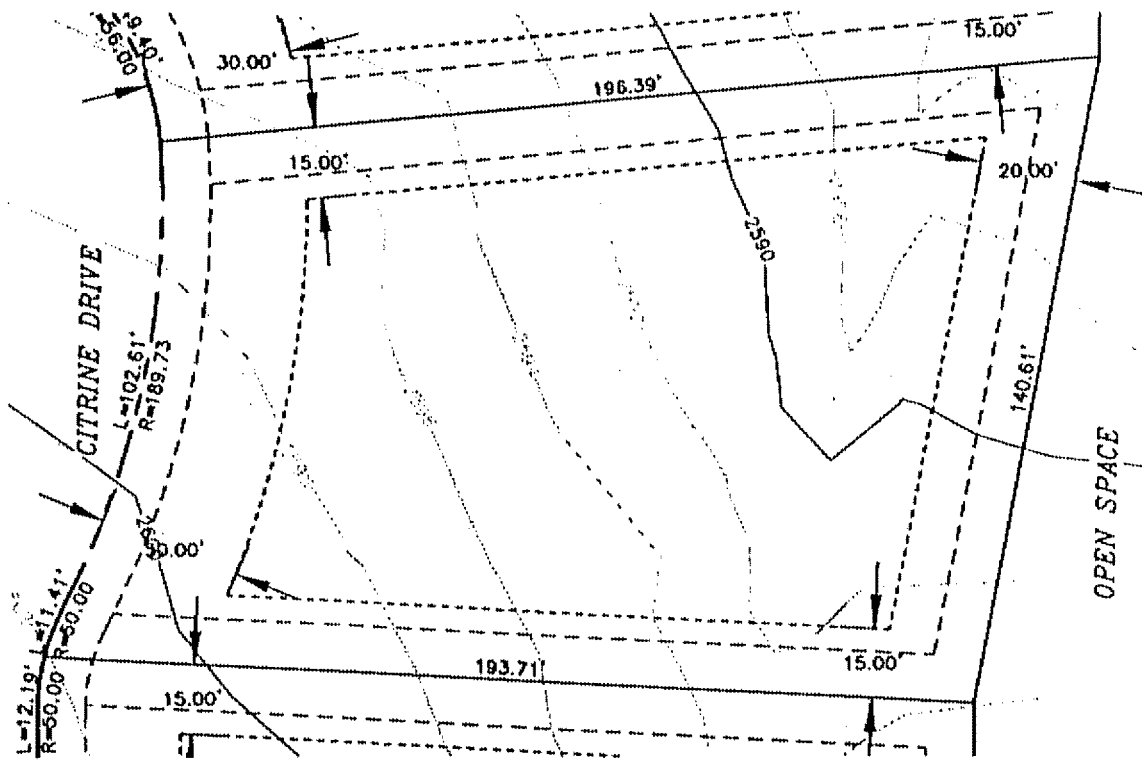

Coeur d'Alene
BLACK ROCK


 Island Northwest Consultants
 620 First Street, Post Falls, Idaho 83854
 (208) 773-8570 • FAX (208) 777-3128
 E-MAIL: islandnw@blackrock.com

SCALE: 1"=40'

01/21/02

Z:/DATABASE/BLACK ROCK/D10132/OWG/3RD ADD. BL 3-4 lot 8.5x11



BLACK ROCK REFERENCE: LOT 239
 BLACK ROCK 3RD ADDITION: LOT 6, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 12,911 sf

----- BUILDING ENVELOPE
 EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

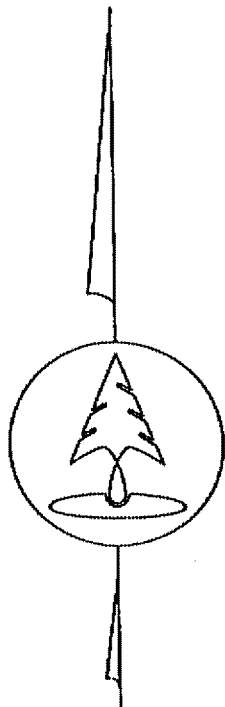
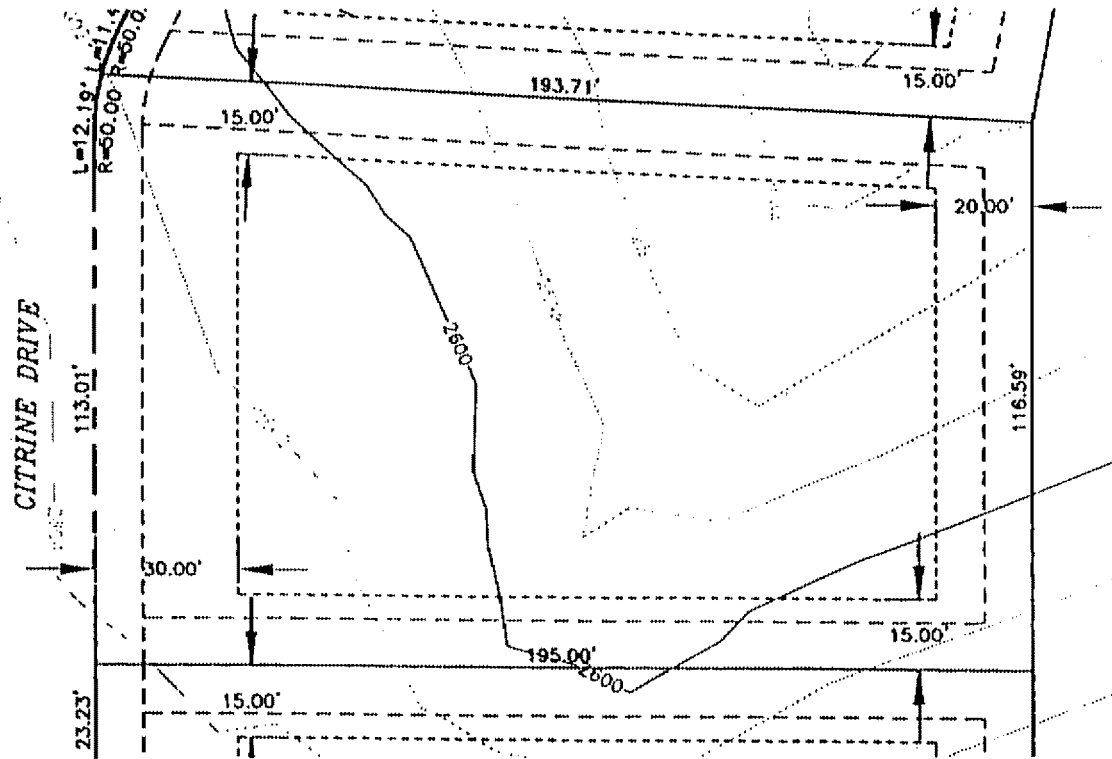
Coeur d'Alene
BLACK ROCK

IN
 Island Northwest Consultants
 620 First Street, Post Falls, Idaho 83854
 (208) 775-8774 • FAX (208) 775-3128
 E-MAIL: info@islandnw.com

SCALE: 1"=40'

01/21/02

Z:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot 8.5x11



BLACK ROCK REFERENCE: LOT 240
 BLACK ROCK 3RD ADDITION: LOT 5, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 13,142 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

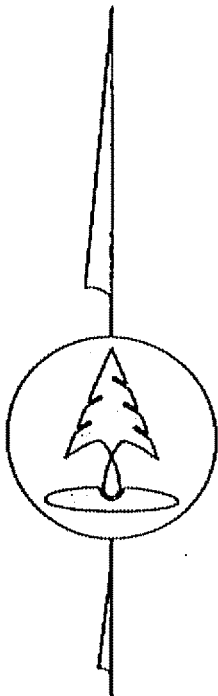
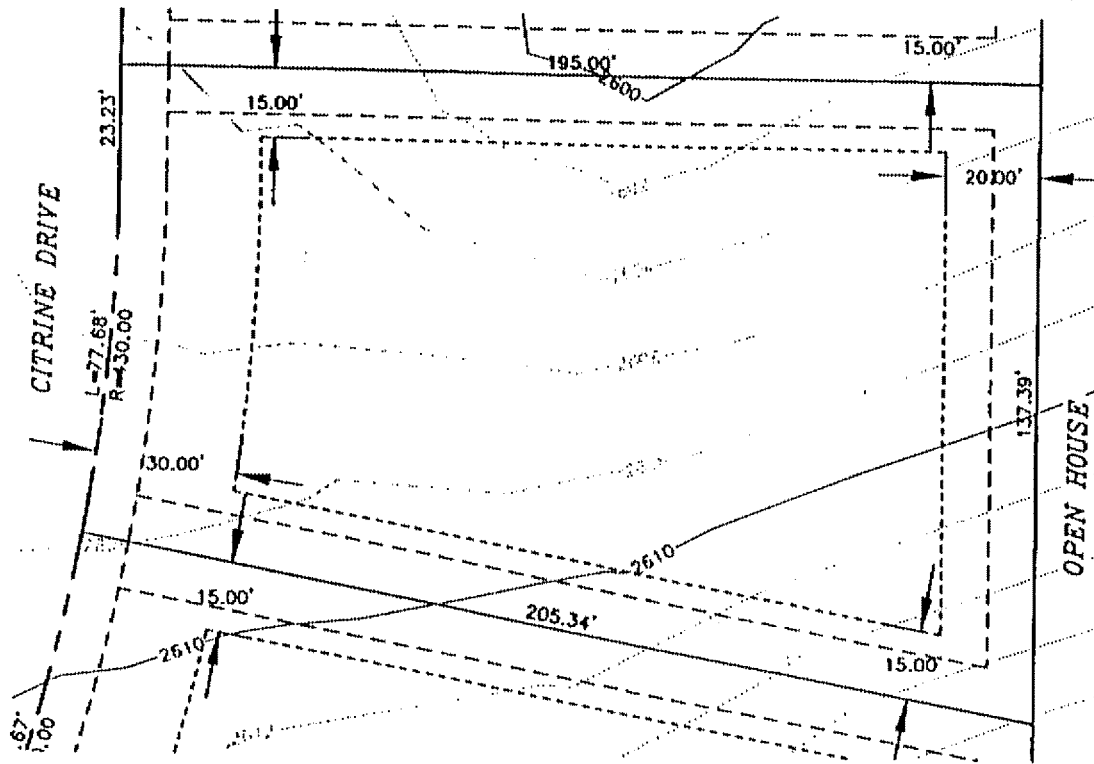
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

01/21/02

Coeur d'Alene
BLACK ROCK
 Z:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot 8.5x11

Inland Northwest Communities
 600 First Street, Post Falls, Idaho 83854
 (208) 775-3234 • FAX (208) 775-3228
 E-MAIL: info@inlandnw.com



BLACK ROCK REFERENCE: LOT 241
 BLACK ROCK 3RD ADDITION: LOT 4, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 13,202 sf

----- BUILDING ENVELOPE
 -.-.-.-.- EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

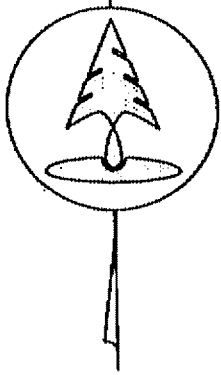
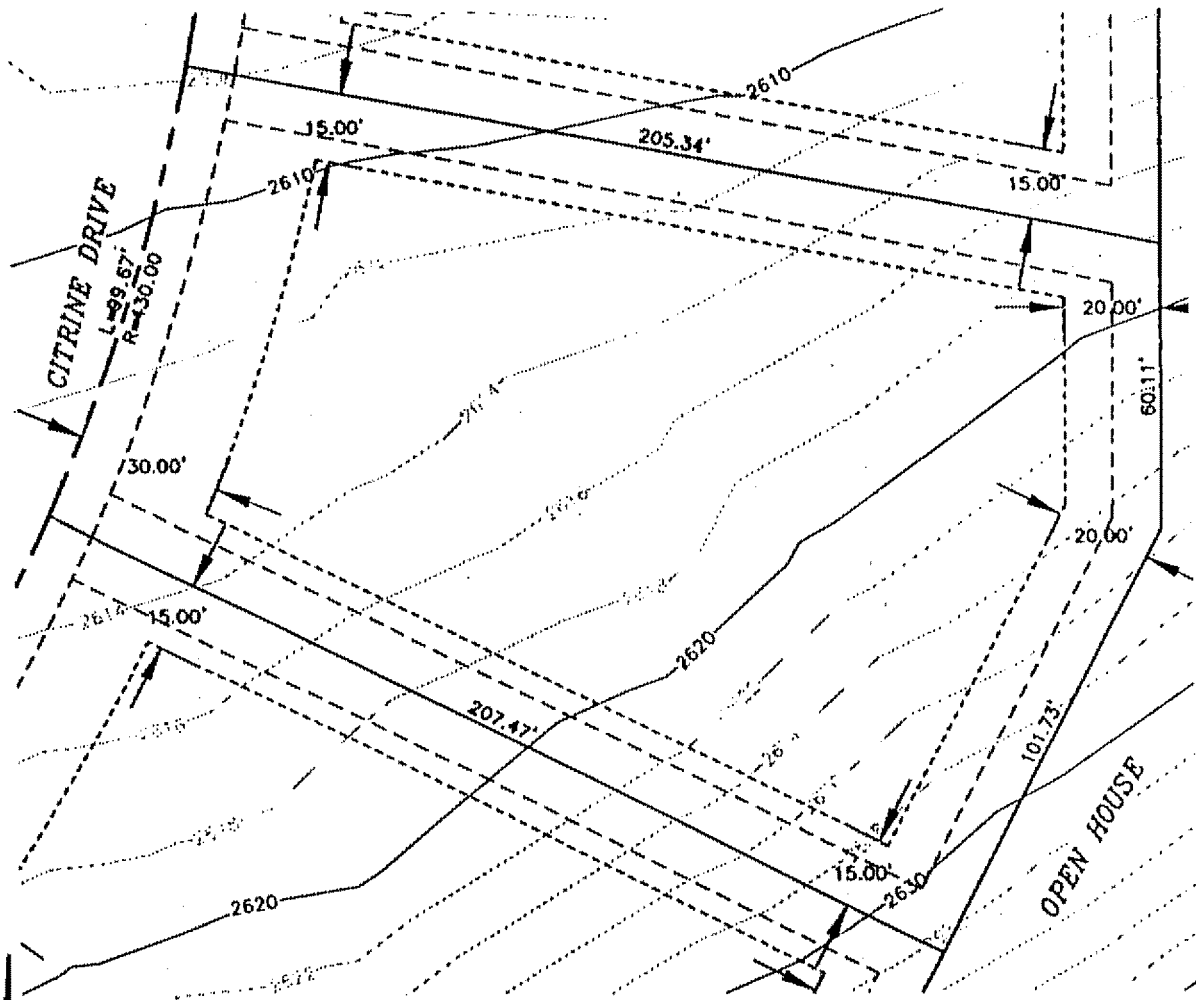
Coeur d'Alene
BLACK ROCK

Black Rock
 Inland Northwest Communities
 100 First Street, Post Falls, Idaho 83854
 (208) 775-8378 • FAX (208) 775-8379
 E-MAIL: info@blackrock.com

SCALE: 1"=40'

01/21/02

Z:/DATABASE/BLACK ROCK/D10132/DWG/3RD ADD BL 3-4 lot 8.5x11



BLACK ROCK REFERENCE: LOT 242
 BLACK ROCK 3RD ADDITION: LOT 3, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 16,436 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

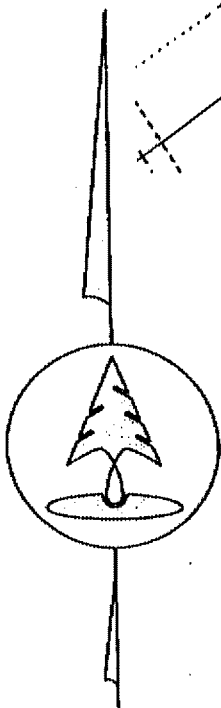
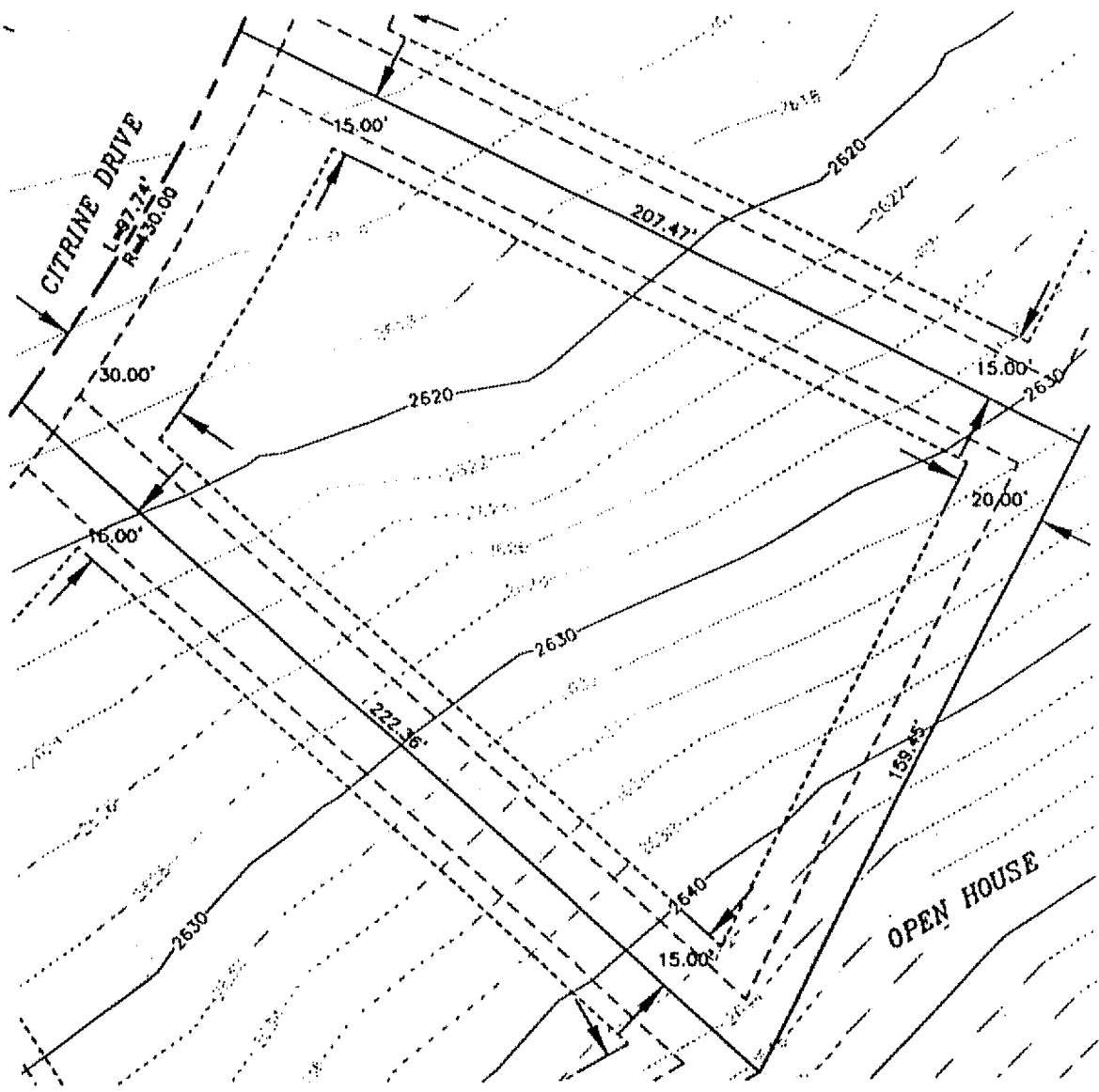
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

Coeur d'Alene
BLACK ROCK
 2:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot 8.5x11

Island Northwest Consultants
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 620 First Street, Post Falls, Idaho 83854
 (208) 775-8370 - FAX (208) 777-3224
 B.M.A.E. IslandNW@comcast.com

SCALE: 1"=40'

01/21/02



BLACK ROCK REFERENCE: LOT 243
 BLACK ROCK 3RD ADDITION: LOT 2, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELDPE AREA: 15,841 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

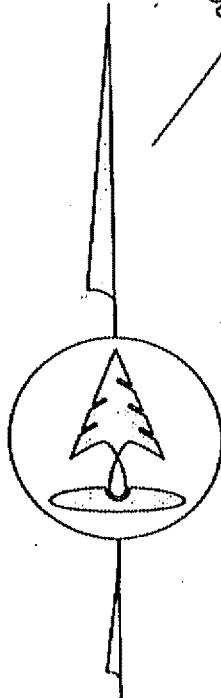
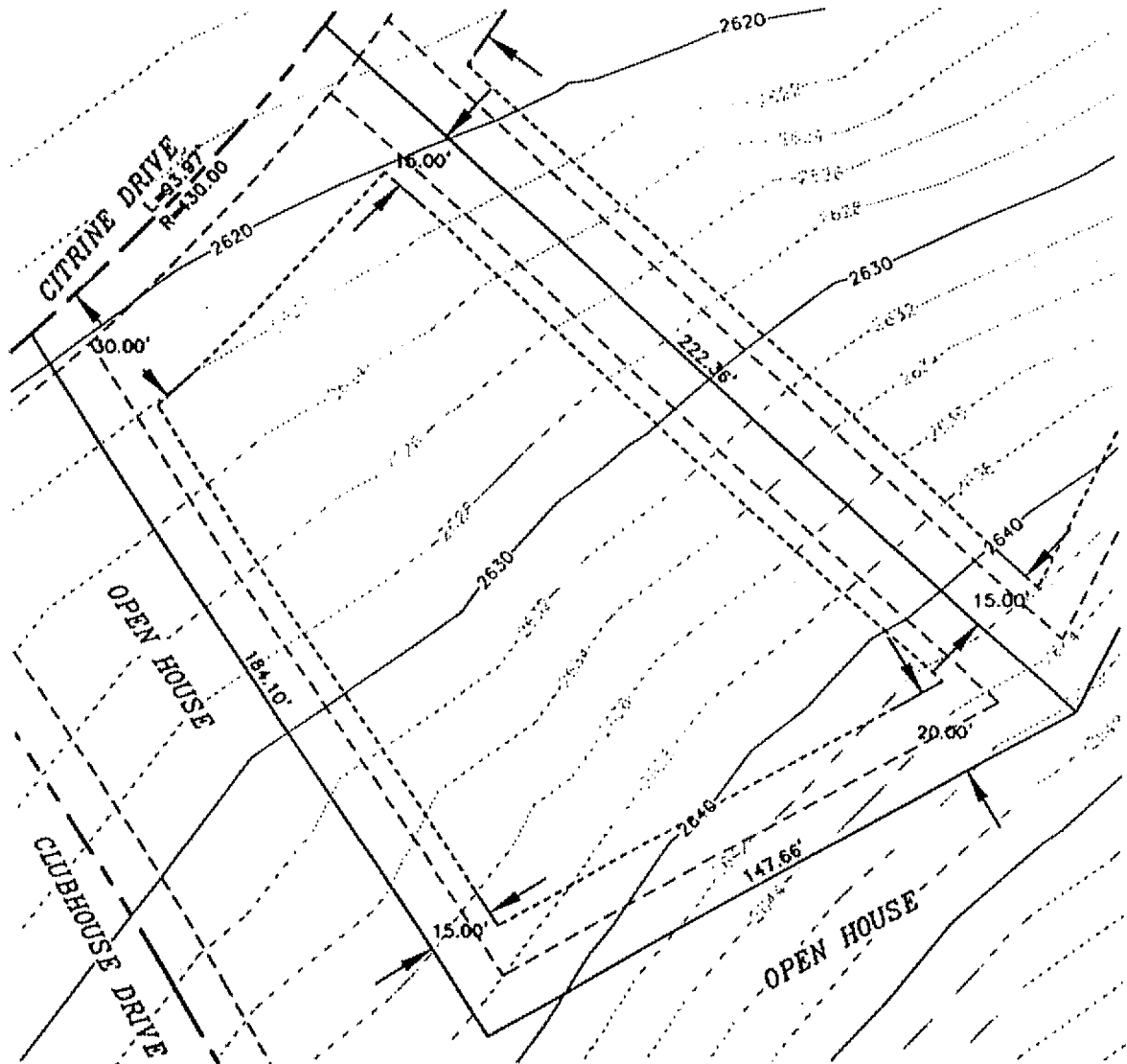
Coeur d'Alene
BLACK ROCK

Inland Northwest Consultants, Inc.
 ENGINEERS & PLANNERS
 201 First Street, Post Falls, Idaho 83854
 (208) 775-8370 • FAX (208) 777-3128
 E-MAIL: inlandnw@idblack.com

SCALE: 1"=40'

01/21/02

Z:/DATABASE/BLACK ROCK/D10132/DWG/3RD ADD BL 3-4 lot 8.5x11



BLACK ROCK REFERENCE: LOT 244
 BLACK ROCK 3RD ADDITION: LOT 1, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 13,455 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

Coeur d'Alene
BLACK ROCK
 Z:/DATABASE/BLACK ROCK/010132/DWG/3RD ADD BL 3-4 lot 8.5x11

Island Northwest Consultants
 620 First Street, First Floor, Malibu 90264
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 E-MAIL: info@islandnw.com

SCALE: 1"=40'

01/21/02

1733028

STATE OF IDAHO)
COUNTY OF KOOTENAI) ss
AT THE REQUEST OF
Inland Northwest Consult.

MAY 15 10 19 AM '02

DANIEL J. ENGLISH

DEPUTY *CP*
FEES 30.00



Coeur d'Alene
BLACK ROCK

AMENDMENT
TO THE
ADDENDUM TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS

1733028

**Amendment to the
Addendum to
Covenants, Conditions and Restrictions
of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

The Declarant further caused to be recorded an Addendum to the CC&Rs of Black Rock Planned Unit Development, dated August 8th, 2001 and recorded in the office of the Kootenai County Recorder on August 8th, 2001, as instrument number 1690505.

The Declarant wishes to amend the Addendum to the CC&Rs as follows:

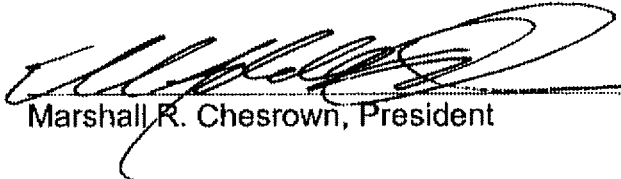
1. Exhibit "B-1" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-1"**;
2. Exhibit "B-6" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-6"**;
3. Exhibit "B-8" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-8"**;
4. Exhibit "B-10" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-10"**;
5. Exhibit "B-18" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-18"**;
6. Exhibit "B-52" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-52"**.
7. Exhibit "B-59" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-59"**;

Attached hereto and incorporated herein by this reference, are Amended Exhibits "B-1", "B-6", "B-8", "B-10", "B-18", "B-52", and "B-59", Exhibits of Individual Lot Building Setbacks.

NOW THEREFORE, this Amendment to the Addendum of the CC&Rs of Black Rock Planned Unit Development shall be recorded and included as a portion of the Addendum to the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development. This Amendment to the recorded addendum of the CC&Rs of Black Rock Planned Unit Development and the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development does not take the place of the Addendum or the CC&Rs already recorded, and is simply an amendment to the same, as noted above.

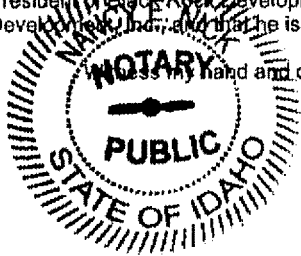
DECLARANT

Black Rock Development, Inc.,
an Idaho Corporation

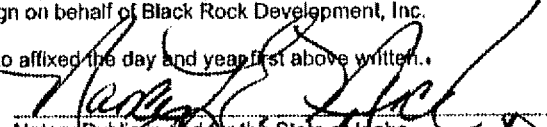
By: 
Marshall R. Chesrown, President

STATE OF IDAHO)
)ss.
County of Kootenai)

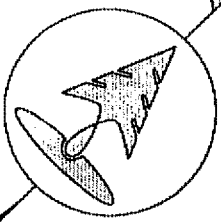
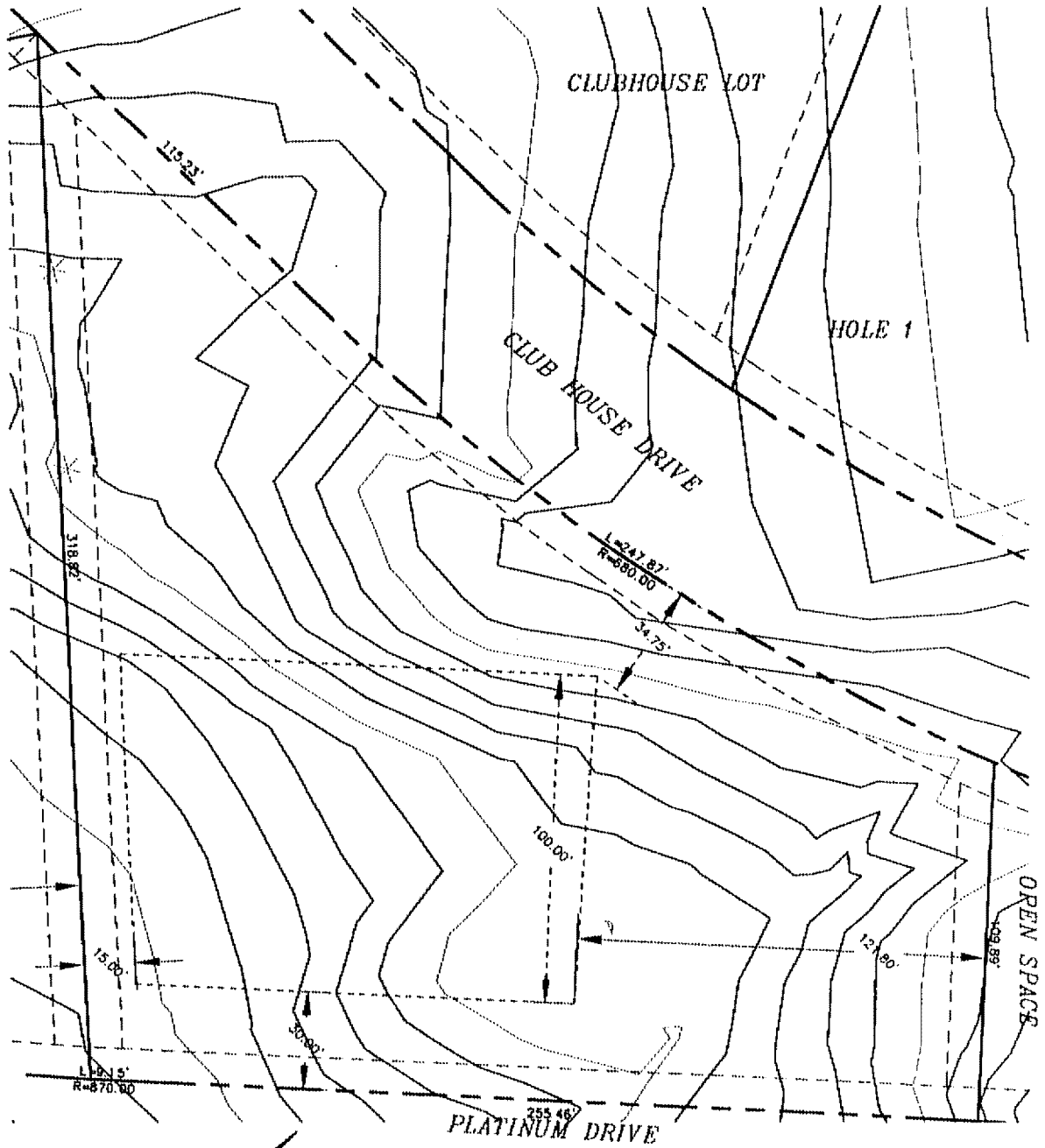
I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 14th day of May, 2002, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.



Witness my hand and official seal hereto affixed the day and year first above written.


Notary Public in and for the State of Idaho
Residing at: 1017 S. 2nd St. P.O. Box 100
My Commission Expires: 10.31.2003

1733028



BLACK ROCK REFERENCE: LOT 1
 PLAT OF BLACK ROCK: LOT 1, BLOCK 10
 BULD. HEIGHT RESTRICTION: 20'
 BUILDING ENVELOPE AREA: 13,650 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 ===== RIGHT-OF-WAY

ACCESS DENIED TO CLUB HOUSE DRIVE.
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

Coeur d'Alene
BLACK ROCK

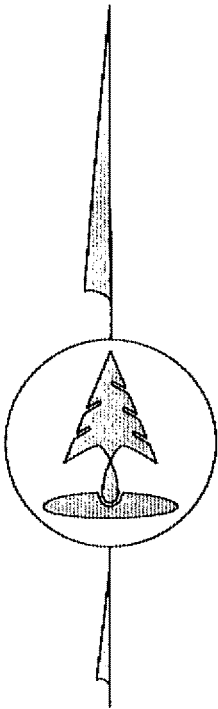
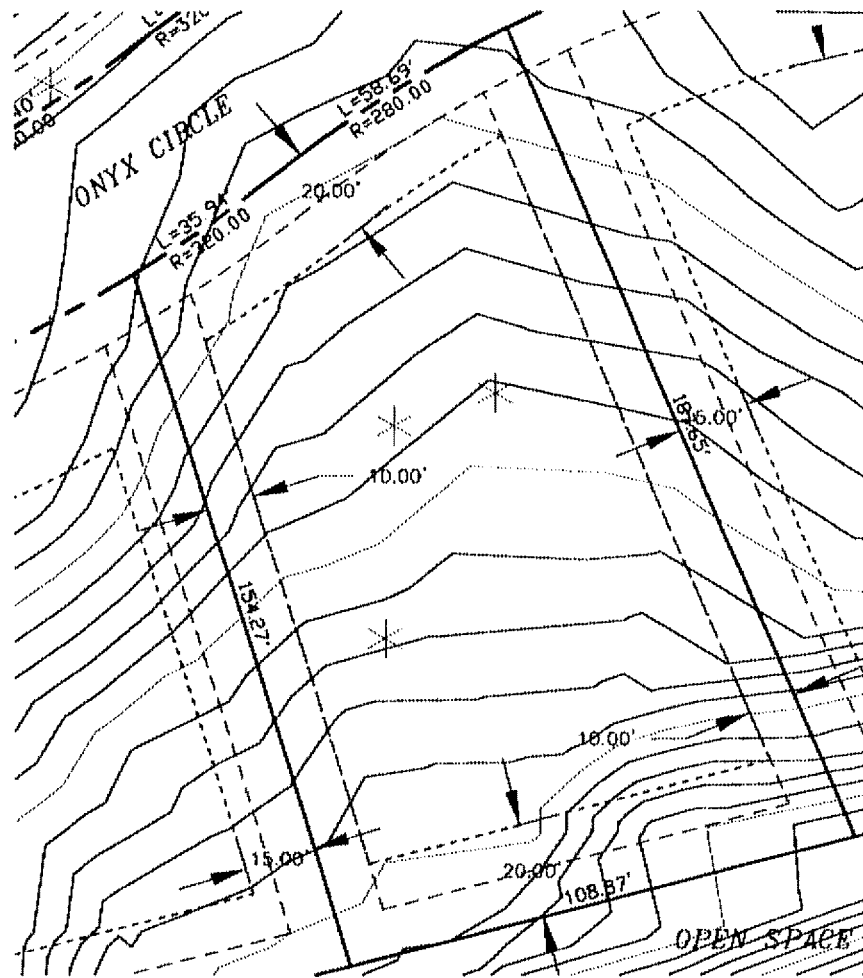
INLAND NORTHWEST CONSULTANTS
 ARCHITECTS • SURVEYORS • PLANNERS
 620 Post Street, Post Falls, Idaho 83854
 (208) 773-8370 • FAX (208) 777-2128
 E-MAIL: inlandnw@idlink.com

SCALE: 1"=50'

5/14/02

Z:/DATABASE/BLACK ROCK/00004B/OWG/lot 8.5x11-c

1733028



BLACK ROCK REFERENCE: LOT 69
 PLAT OF BLACK ROCK: LOT 10, BLOCK 13
 BULD. HEIGHT RESTRICTION: 25'
 BUILDING ENVELOPE AREA: 10,490 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

5/14/02

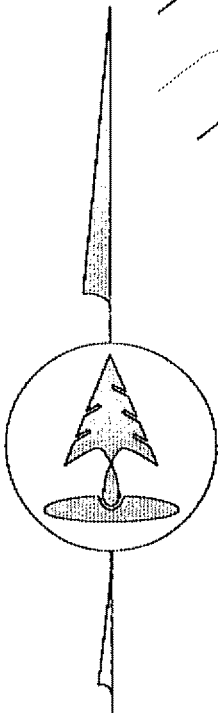
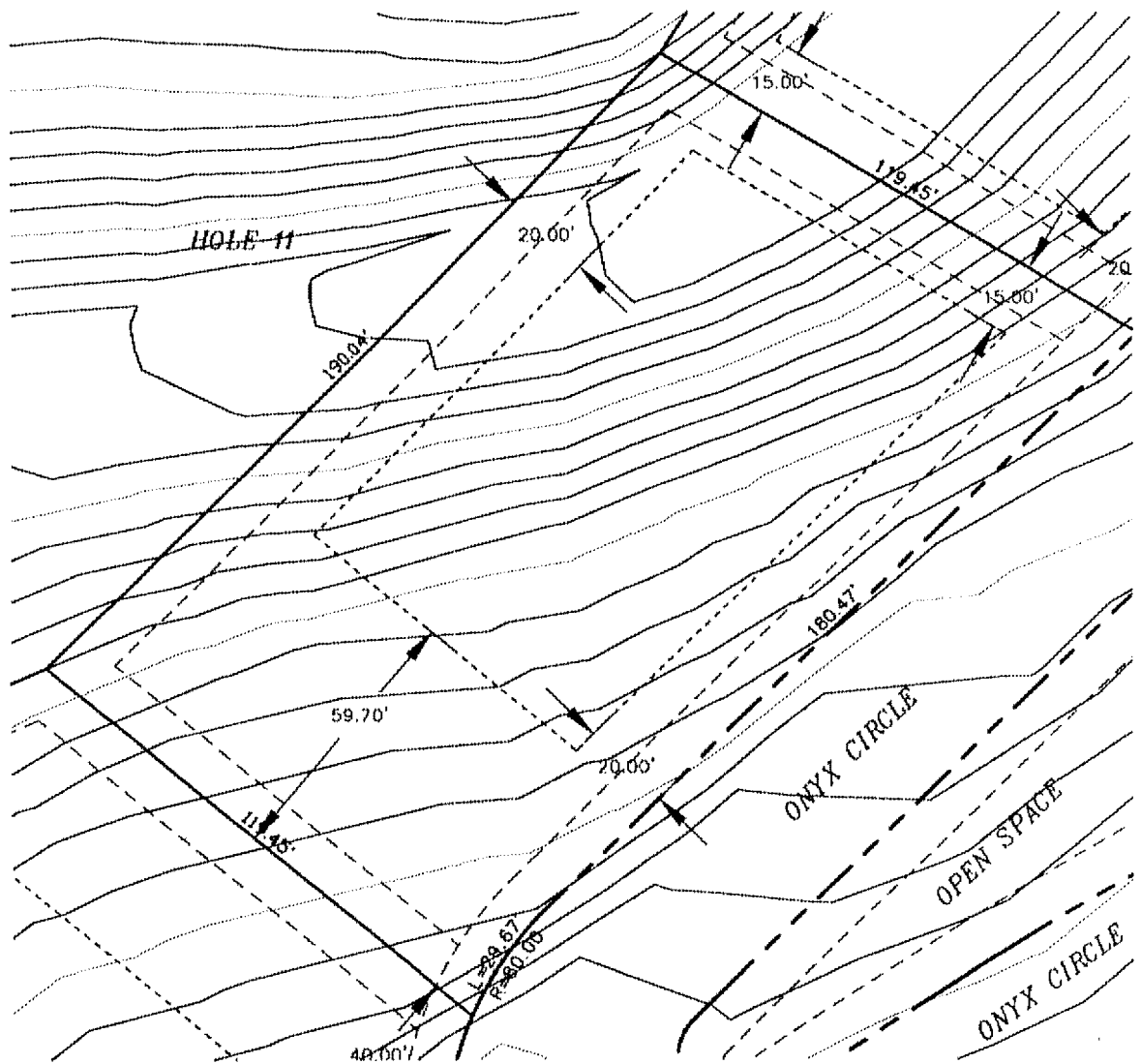
Coeur d'Alene
 **BLACK ROCK**


Inland Northwest Consultants
 ARCHITECTS • SURVEYORS • PLANNERS
 629 Post Street, Post Falls, Idaho 83854
 (208) 773-8778 • FAX (208) 773-2128
 E-MAIL: inlandnw@blackrock.com

Z:/DATABASE/BLACK ROCK/DD004B/DWG/lot B.5x11-c

Amended Exhibit "B-52"

1733028



BLACK ROCK REFERENCE: LOT 35
 PLAT OF BLACK ROCK: LOT 5, BLOCK 11
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 9,356 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

Coeur d'Alene
 **BLACK ROCK**

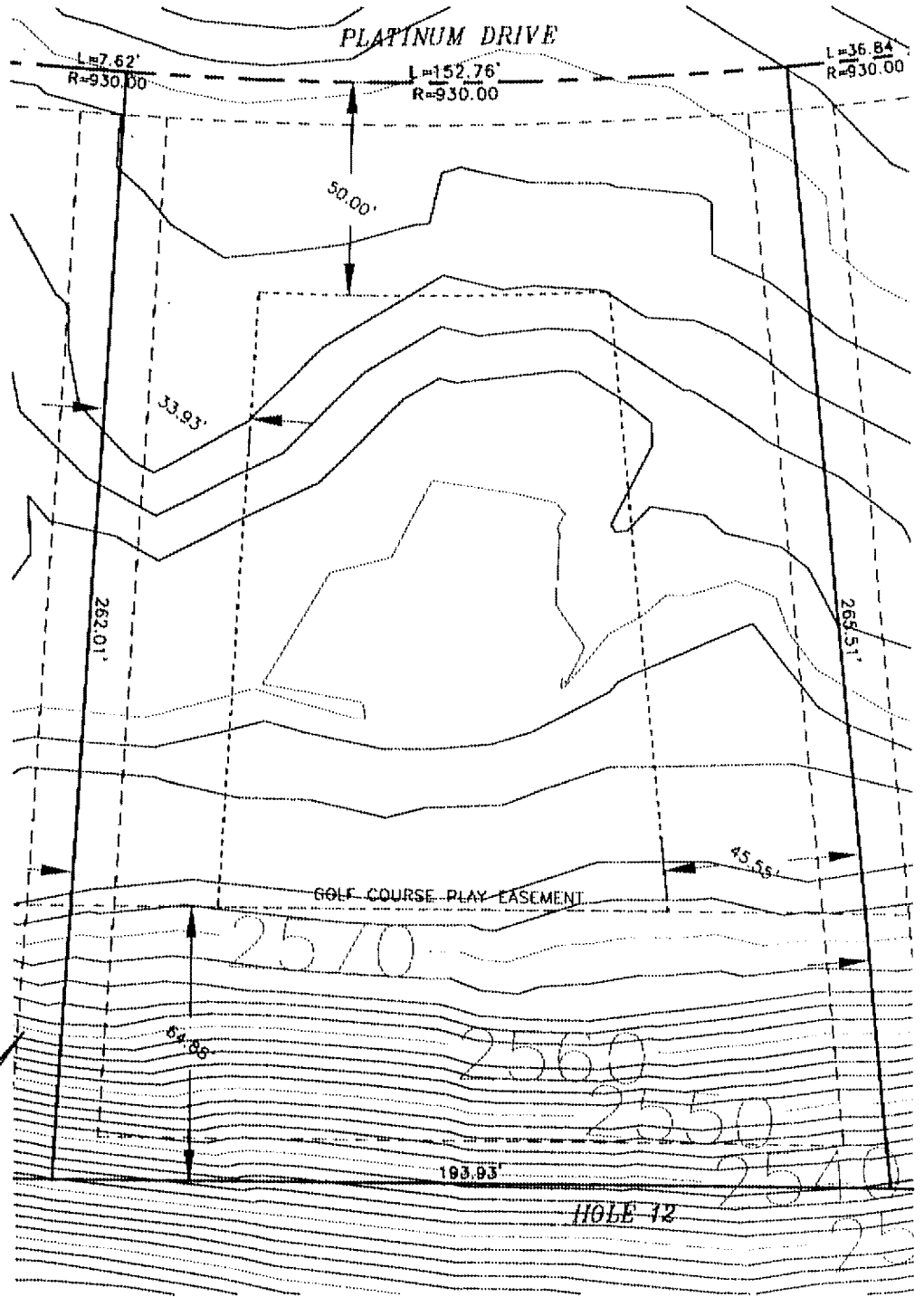
IN
 Inland Northwest Consultants
 601 First Street, Post Falls, Idaho 83854
 (208) 773-8174 • FAX (208) 777-3128
 E-MAIL: info@inw.com

SCALE: 1"=40'

9/4/01

Z:/DATABASE/BLACK ROCK/000048/DWG/lot B.5x11-c

1733028



BLACK ROCK REFERENCE: LOT 10
 PLAT OF BLACK ROCK: LOT 10, BLOCK 10
 BULD. HEIGHT RESTRICTION: 22'
 BUILDING ENVELOPE AREA: 13,429 sf

----- BUILDING ENVELOPE
 EASEMENT LINE
 --- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

9/4/01

Z:/DATABASE/BLACK ROCK/00004B/DWG/lot 8.5x11--c

Amended Exhibit "B-10"

1733028

PLATINUM DRIVE

130.35'

L=53.59'
R=63.50

60.00'

25.98'

40.00'

270.21'

274.70'

26.59'

COURSE PLAY EASEMENT

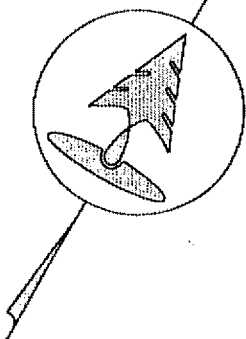
49.60'

183.76'

HOLE 11

- BLACK ROCK REFERENCE: LOT 8
- PLAT OF BLACK ROCK: LOT 8, BLOCK 10
- BULD. HEIGHT RESTRICTION: 25'
- BUILDING ENVELOPE AREA: 17,447 sf
- BUILDING ENVELOPE
- EASEMENT LINE
- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

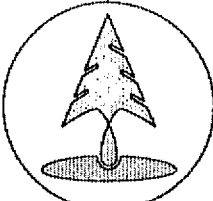
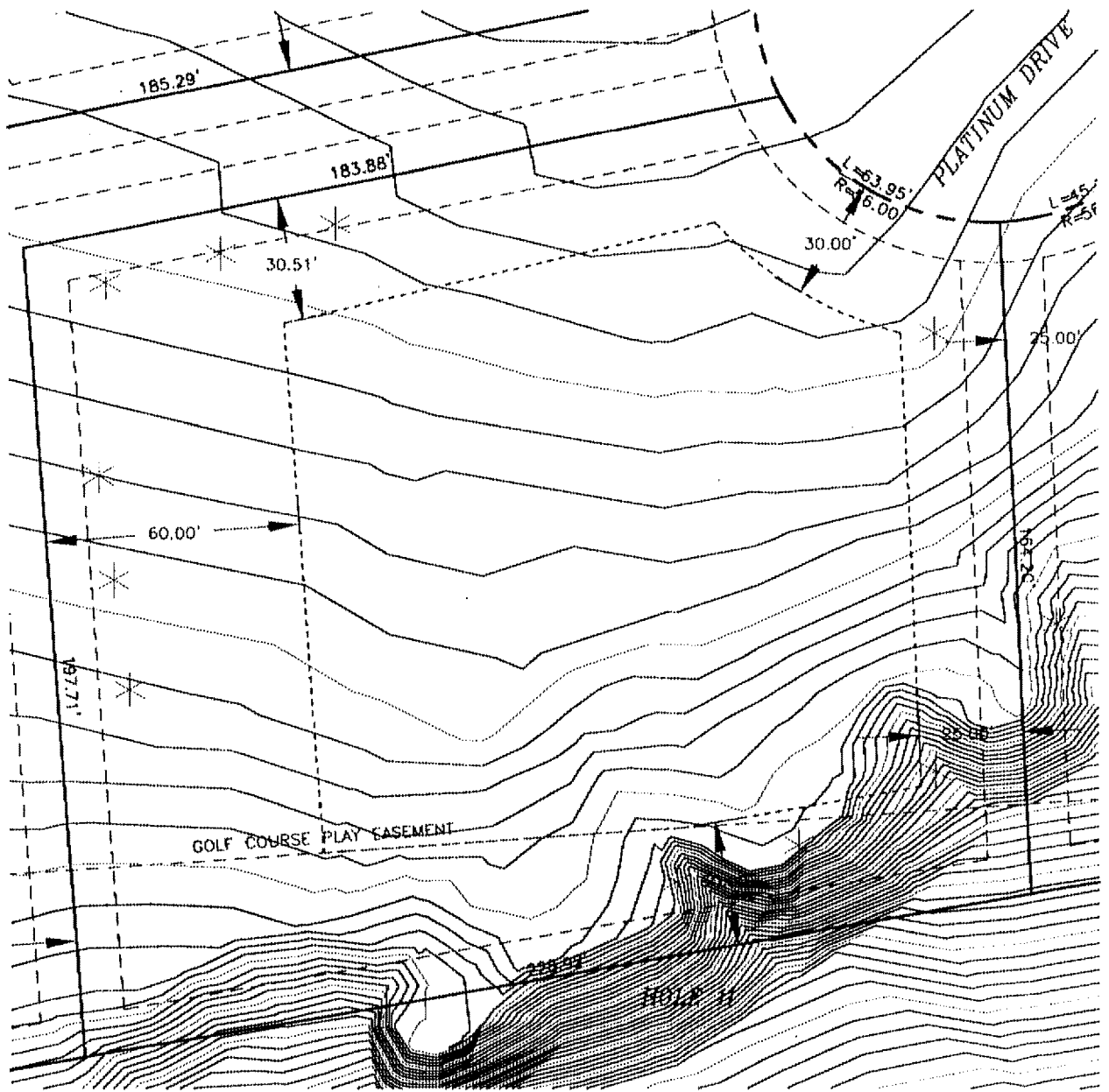
9/4/01

Z:/DATABASE/BLACK ROCK/000048/DWG/lot B.5x11-c



Amended Exhibit "B-8"

1733028



BLACK ROCK REFERENCE:	LOT 6	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 6, BLOCK 10	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	25'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	19,522 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



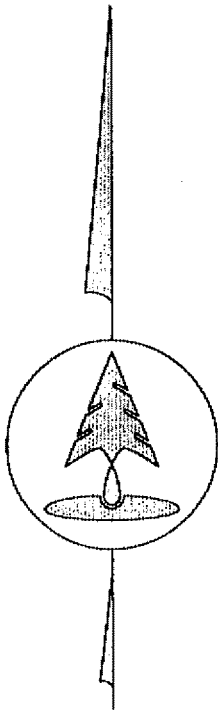
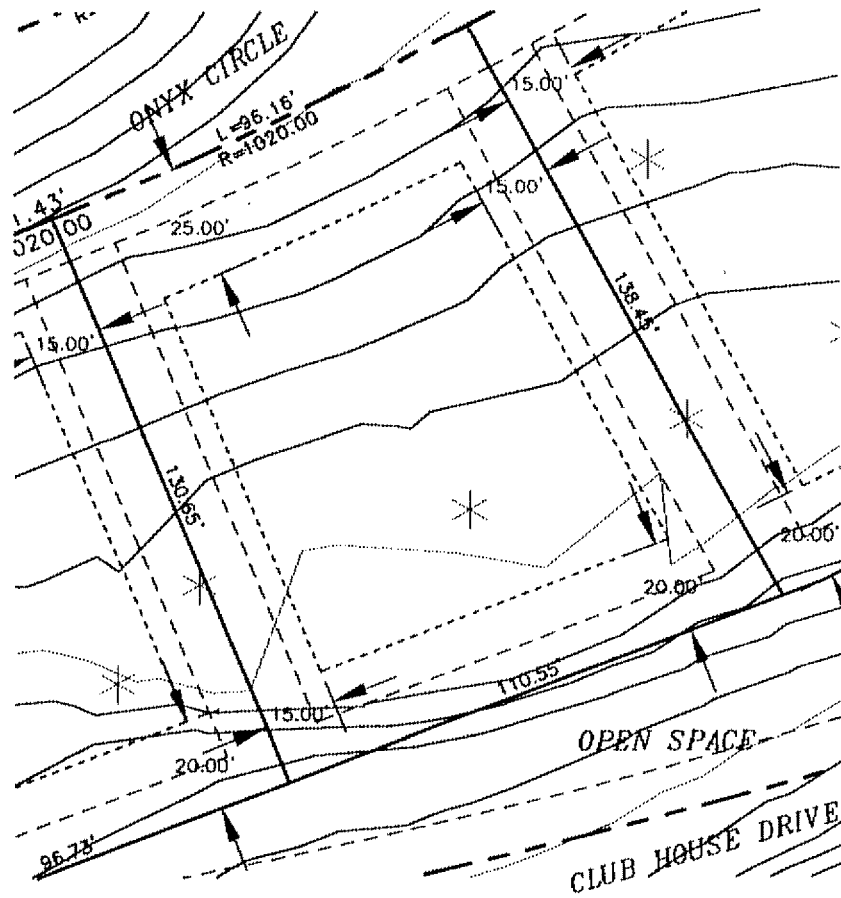
SCALE: 1"=40'

9/4/01

Z:/DATABASE/BLACK ROCK/D00048/DWG/lot B.5x11-c

Amended Exhibit "B-6"

1733028



BLACK ROCK REFERENCE: LOT 76
 PLAT OF BLACK ROCK: LOT 3, BLOCK 13
 BULD. HEIGHT RESTRICTION: 22'
 BUILDING ENVELOPE AREA: 6,494 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

9/4/01

Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-c

Amended Exhibit "B-59"

1747017

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss

AT THE REQUEST OF

Black Rock Investments

AUG 14 11 49 AM '02

DANIEL J. ENGLISH *sl*

DEPUTY *102. r*



Coeur d'Alene
BLACK ROCK

AMENDMENT
TO THE
THIRD ADDENDUM TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS

1747017

**Amendment to the
Third Addendum to
Covenants, Conditions and Restrictions
of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded a Third Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated February 6, 2002 and recorded in the office of the Kootenai County Recorder on March 12, 2002 as instrument number 1722879.

Said Addendum referenced attached Exhibits "B-117" through "B-172", Exhibits of Individual Lot Building Setbacks.

The Declarant wishes to amend the Third Addendum to the CC&Rs as follows:

1. Exhibit "B-117" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-117"**;
2. Exhibit "B-118" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-118"**;
3. Exhibit "B-119" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-119"**;
4. Exhibit "B-120" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-120"**;
5. Exhibit "B-121" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-121"**;
6. Exhibit "B-122" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-122"**;
7. Exhibit "B-123" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-123"**;

8. Exhibit "B-124" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-124"**;
9. Exhibit "B-125" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-125"**;
10. Exhibit "B-126" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-126"**;
11. Exhibit "B-127" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-127"**;
12. Exhibit "B-128" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-128"**;
13. Exhibit "B-129" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-129"**;
14. Exhibit "B-130" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-130"**;
15. Exhibit "B-131" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-131"**;
16. Exhibit "B-132" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-132"**;
17. Exhibit "B-133" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-133"**;
18. Exhibit "B-134" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-134"**;
19. Exhibit "B-135" of the Third Addendum to the CC&Rs of Black Rock

Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-135"**;

20. Exhibit "B-136" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-136"**;
21. Exhibit "B-164" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-164"**;
22. Exhibit "B-165" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-165"**;
23. Exhibit "B-166" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-166"**;
24. Exhibit "B-167" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-167"**;
25. Exhibit "B-168" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-168"**;
26. Exhibit "B-169" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-169"**;
27. Exhibit "B-170" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-170"**;
28. Exhibit "B-171" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-171"**;
29. Exhibit "B-172" of the Third Addendum to the CC&Rs of Black Rock Planned Unite Development is hereby replaced and amended with **Amended Exhibit "B-172"**;

Attached hereto and incorporated herein by this reference, are **Amended Exhibits "B-117", "B-118", "B-119", "B-120", "B-121", "B-122", "B-123", "B-124", "B-125", "B-126", "B-127", "B-128", "B-129", "B-130", "B-131"**,

AMENDMENT TO THE THIRD ADDENDUM TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF BLACK ROCK A PLANNED UNIT DEVELOPMENT

"B-132", "B-133", "B-134", "B-135", "B-136", "B-164", "B-165", "B-166", "B-167", "B-168", "B-169", "B-170", "B-171", and "B-172", Exhibits of Individual Lot Building Setbacks.

NOW THEREFORE, this Amendment to the Third Addendum of the CC&Rs of Black Rock Planned Unit Development shall be recorded and included as a portion of the Third Addendum to the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development. This Amendment to the recorded Third Addendum of the CC&Rs of Black Rock Planned Unit Development and the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development does not take the place of the Third Addendum or the CC&Rs already recorded, and is simply an amendment to the same, as noted above.

Dated this 13th day of August, 2002.

DECLARANT

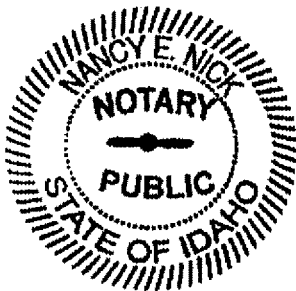
Black Rock Development, Inc.,
an Idaho Corporation

By: [Signature]
Marshall R. Chesrown, President

STATE OF IDAHO)
)ss.
County of Kootenai)

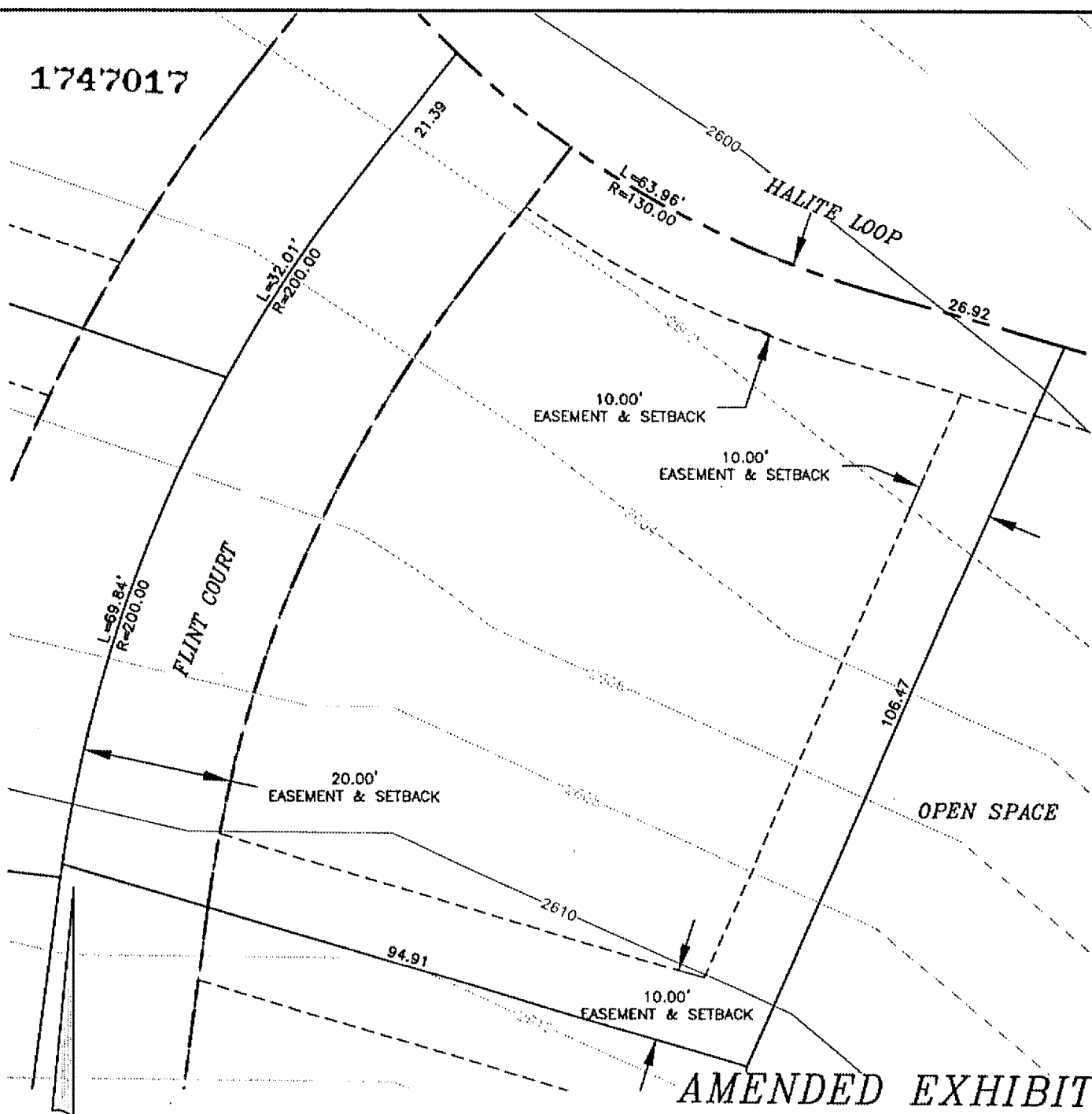
I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 13th day of August, 2002, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]
Notary Public in and for the State of Idaho
Residing at: San Francisco, CA
My Commission Expires: 10.31.2003

1747017

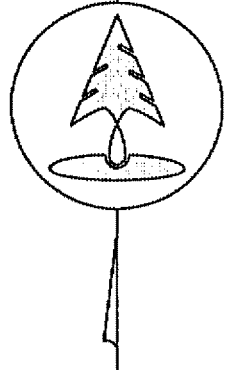


**AMENDED EXHIBIT
B-117**

FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

- | | |
|---|-------------------------|
| BLACK ROCK REFERENCE: LOT 98 | ----- BUILDING ENVELOPE |
| BLACK ROCK 2ND ADDITION: LOT 1, BLOCK 6 | ----- EASEMENT LINE |
| BULD. HEIGHT RESTRICTION: 2 STORY | ----- RIGHT-OF-WAY |
| BUILDING ENVELOPE AREA: 6082 sf | |

DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION. A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

08/12/02

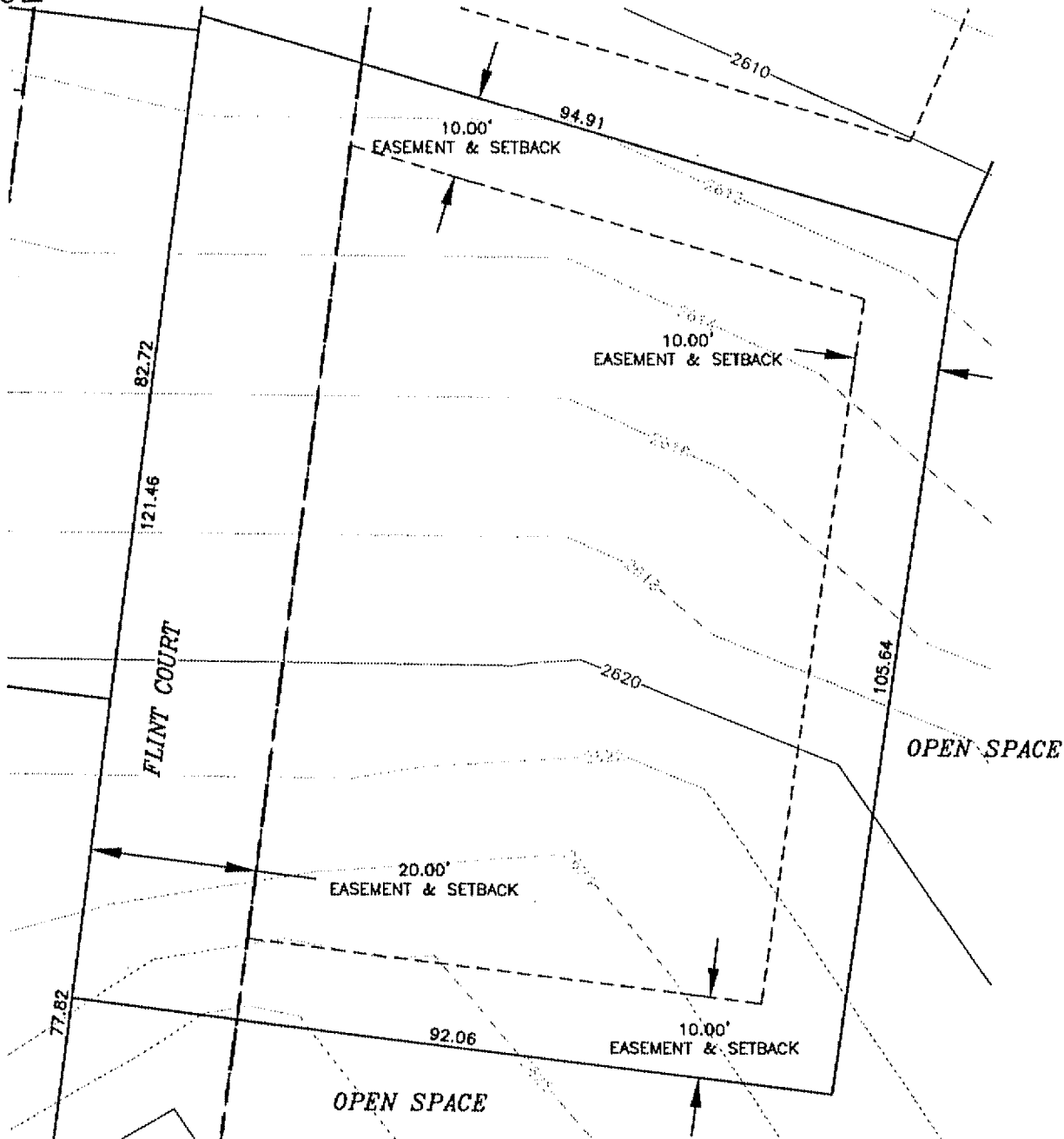
Coeur d'Alene
BLACK ROCK

IN
CG

Inland Northwest Consultants
ENGINEERS • SURVEYORS • PLANNERS
628 Post Street, Post Falls, Idaho 83854
(208) 773-8378 • FAX (208) 777-2138
E-MAIL: inlandnw@midlink.com

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

1747017



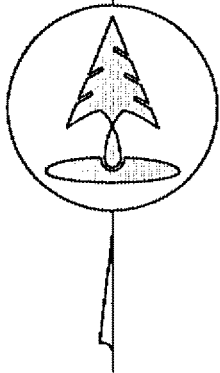
**AMENDED EXHIBIT
B-118**

FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 99
 BLACK ROCK 2ND ADDITION: LOT 2, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5822 sf

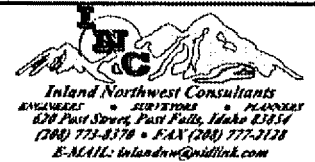
----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

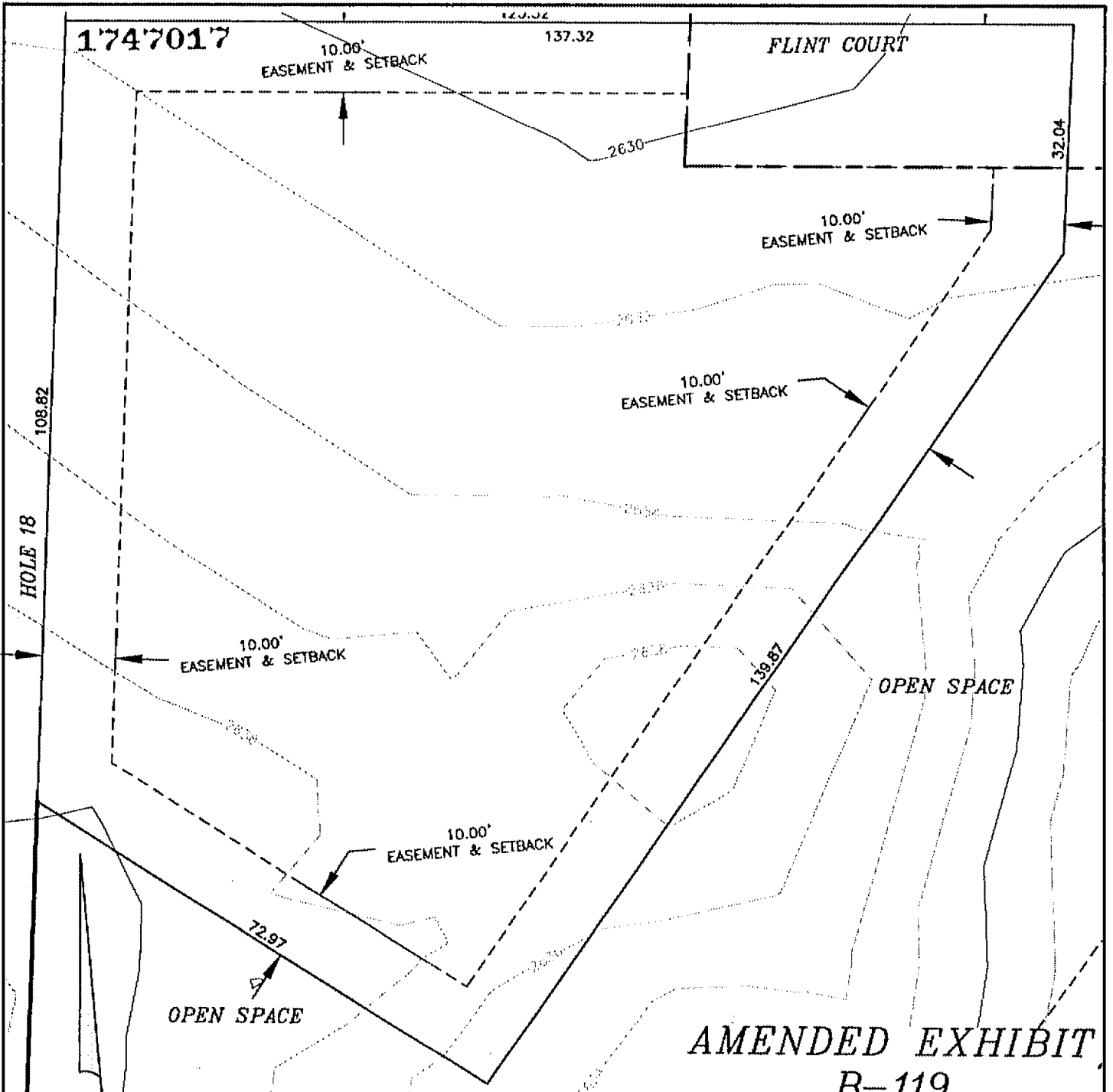


SCALE: 1"=20'

08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11



AMENDED EXHIBIT B-119

FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

- | | | | |
|---------------------------|----------------|-------|-------------------|
| BLACK ROCK REFERENCE: | LOT 100 | ----- | BUILDING ENVELOPE |
| BLACK ROCK 2ND ADDITION: | LOT 3, BLOCK 6 | ----- | EASEMENT LINE |
| BULD. HEIGHT RESTRICTION: | 2 STORY | ----- | RIGHT-OF-WAY |
| BUILDING ENVELOPE AREA: | 9815 sf | | |

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



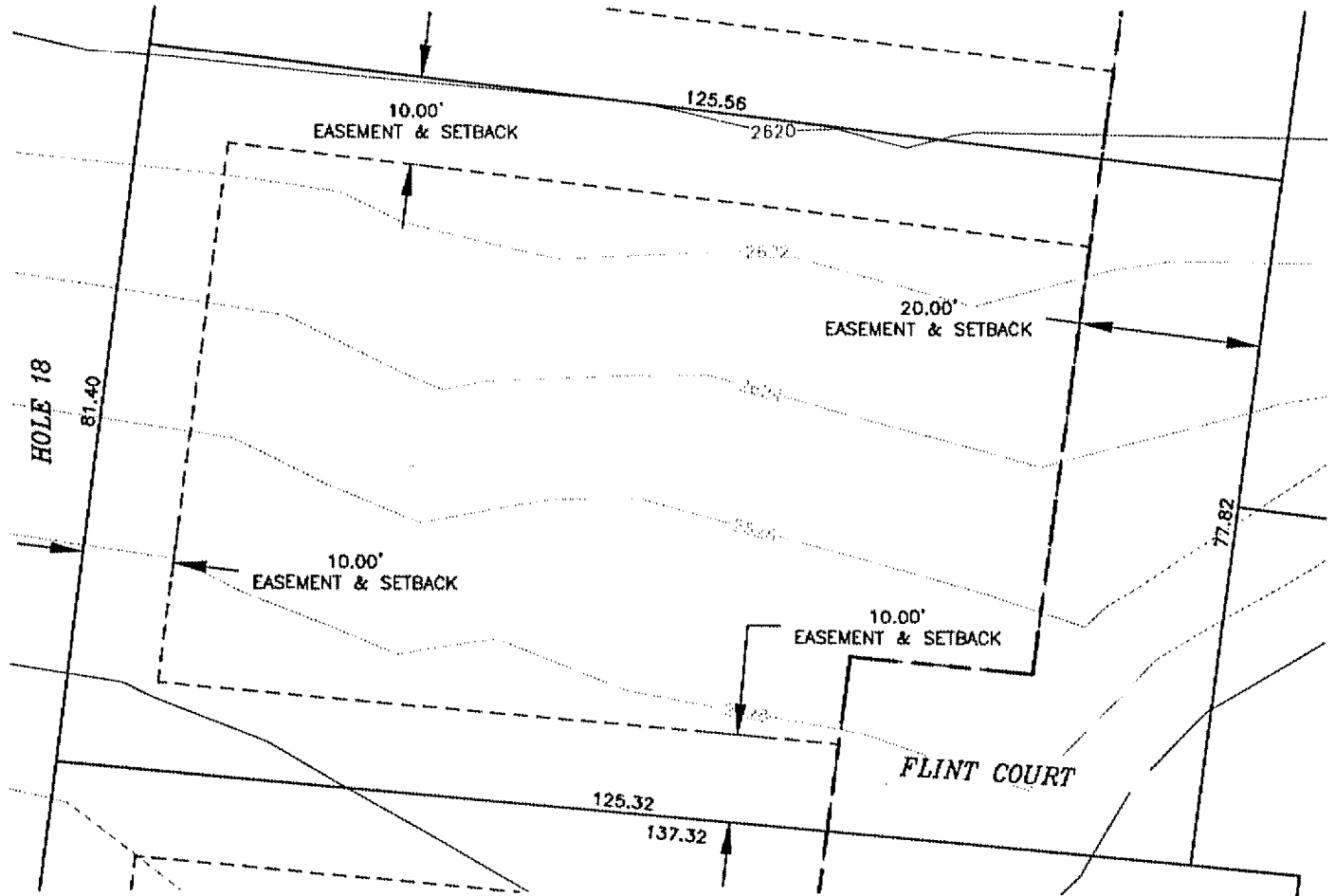
INCC
 Inland Northwest Consultants
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 670 Post Street, Post Falls, Idaho 83854
 (208) 773-8378 • FAX (208) 777-2128
 E-MAIL: inlandnw@qtdlink.com

SCALE: 1"=20'

08/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

1747017

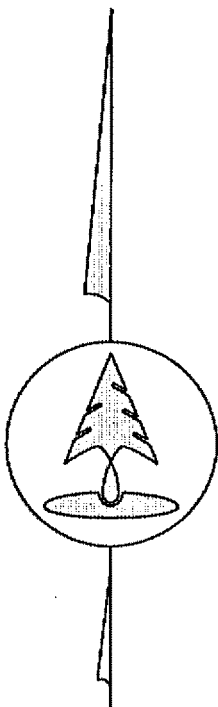


AMENDED EXHIBIT B-120

FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT
SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE:	LOT 101	-----	BUILDING ENVELOPE
BLACK ROCK 2ND ADDITION:	LOT 4, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	5500 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

08/12/02



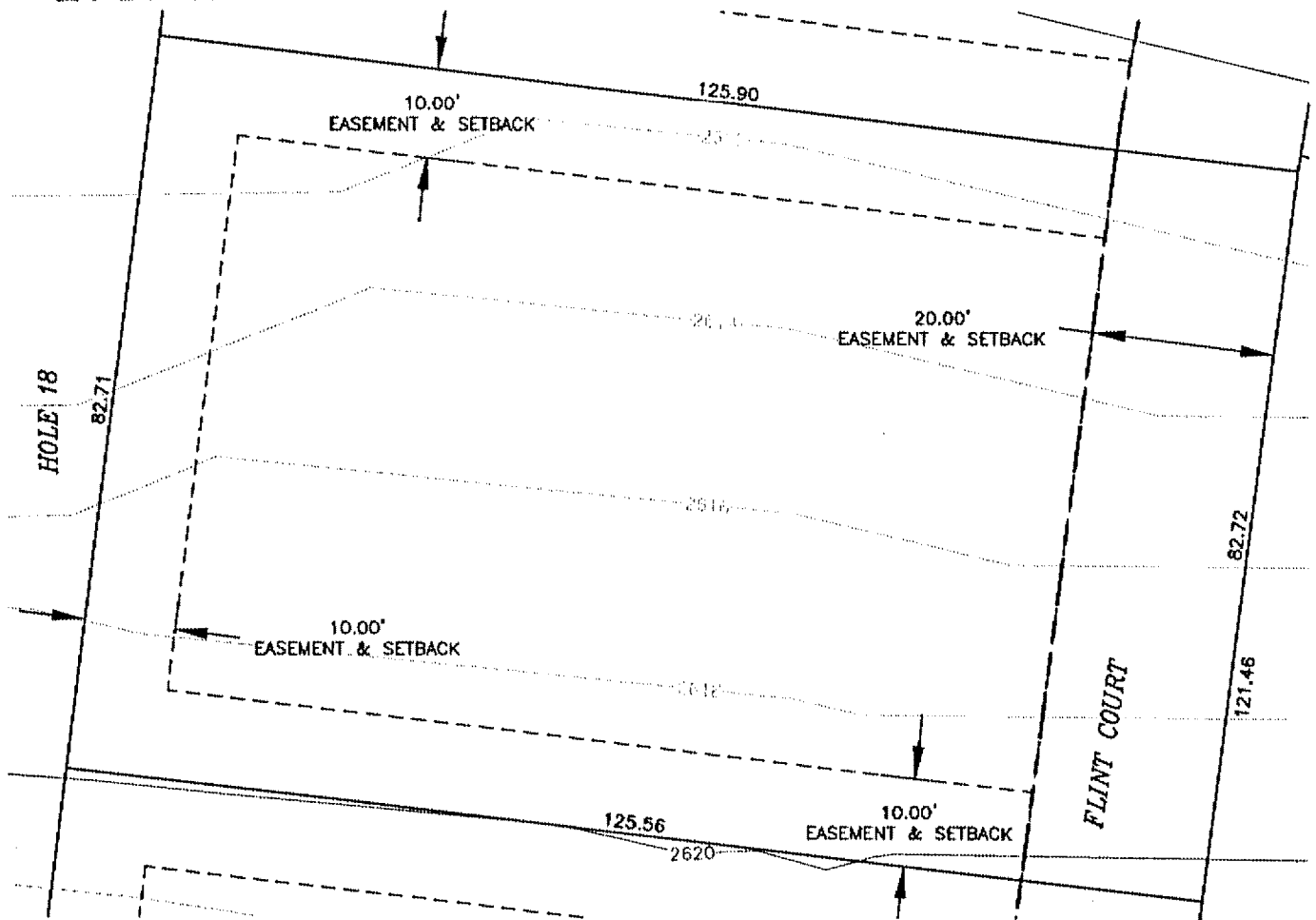
Coeur d'Alene
BLACK ROCK



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(208) 777-8378 • FAX (208) 777-3128
E-MAIL: inlandnw@inlandnw.com

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot B.5x11

1747017



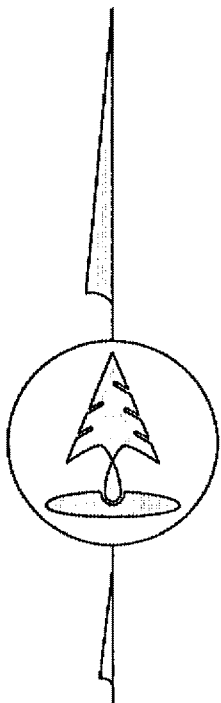
AMENDED EXHIBIT B-121

FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT
SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 102
 BLACK ROCK 2ND ADDITION: LOT 5, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 6003 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



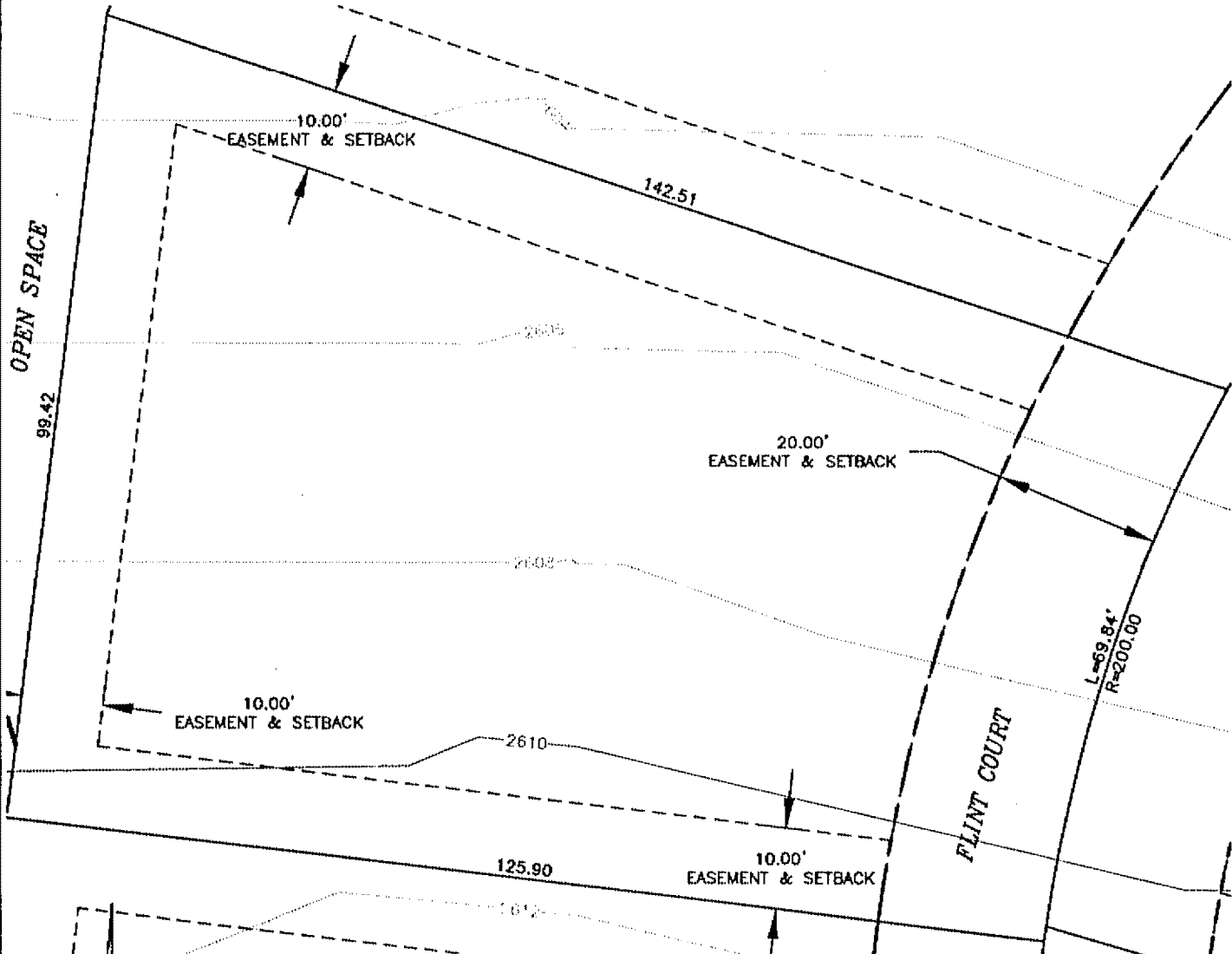
SCALE: 1"=20'

08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

1747017

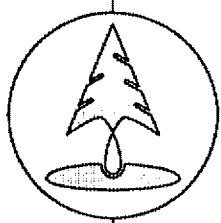


AMENDED EXHIBIT B-122

FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT
SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE:	LOT 103	-----	BUILDING ENVELOPE
BLACK ROCK 2ND ADDITION:	LOT 6, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	6663 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

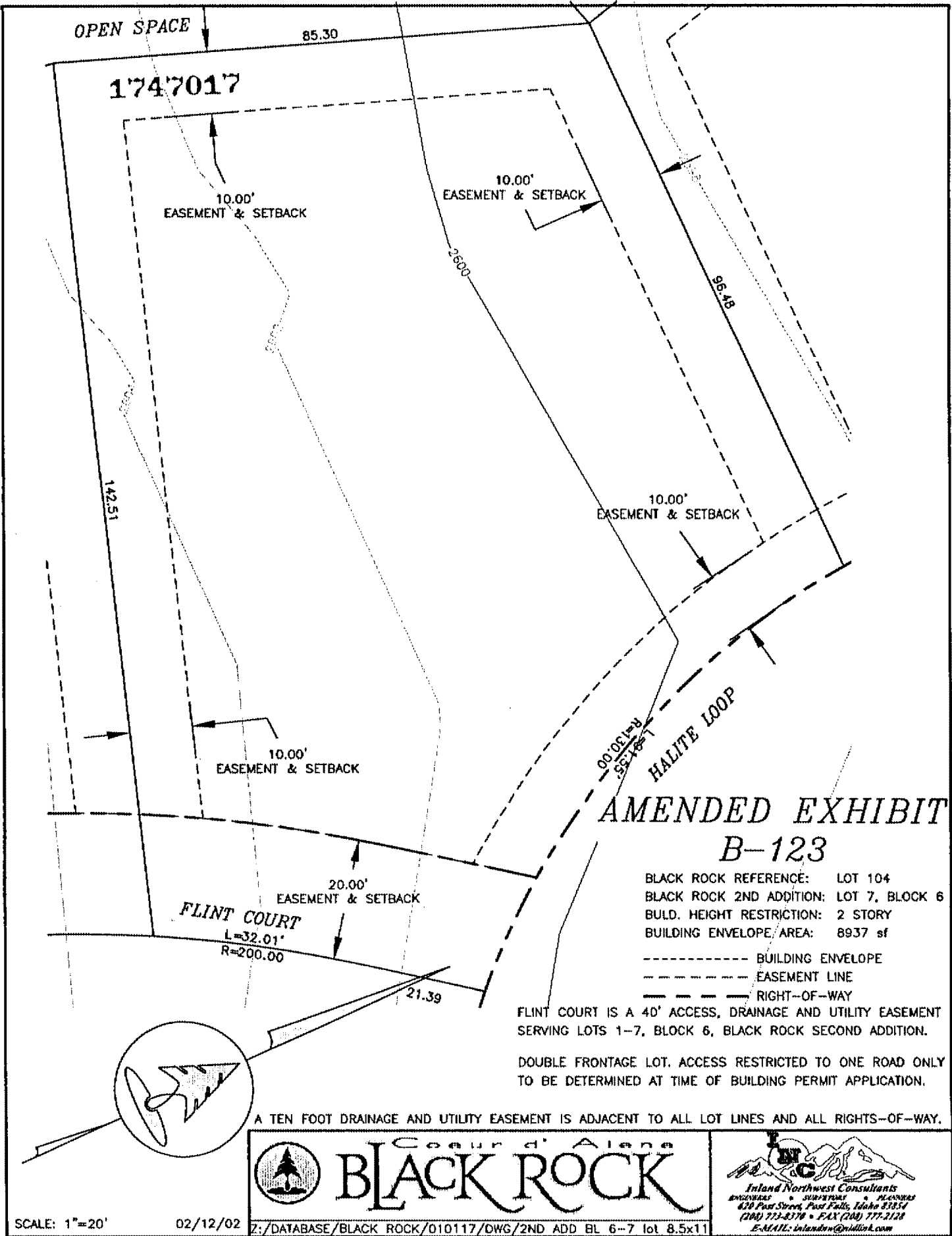


SCALE: 1"=20'

08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11



1747017

OPEN SPACE

85.30

10.00' EASEMENT & SETBACK

10.00' EASEMENT & SETBACK

10.00' EASEMENT & SETBACK

10.00' EASEMENT & SETBACK

20.00' EASEMENT & SETBACK

FLINT COURT

L=32.01'
R=200.00

10.00' EASEMENT & SETBACK
HALITE LOOP

AMENDED EXHIBIT
B-123

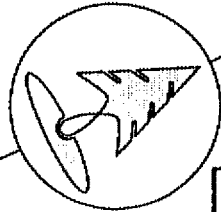
BLACK ROCK REFERENCE: LOT 104
BLACK ROCK 2ND ADDITION: LOT 7, BLOCK 6
BULD. HEIGHT RESTRICTION: 2 STORY
BUILDING ENVELOPE AREA: 8937 sf

----- BUILDING ENVELOPE
- - - - - EASEMENT LINE
- - - - - RIGHT-OF-WAY

FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

02/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

Inland Northwest Consultants
ARCHITECTS • SURVEYORS • PLANNERS
439 First Street, Post Falls, Idaho 83854
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E-MAIL: inlandnw@midlink.com

1747017

ACCESS/UTILITY EASEMENT
FOR LOTS 9 & 10

20.00'
EASEMENT & SETBACK

10.00'
EASEMENT & SETBACK

10.00'
EASEMENT & SETBACK

10.00'
EASEMENT & SETBACK

HALITE LOOP

L=53.03'
R=130.00'

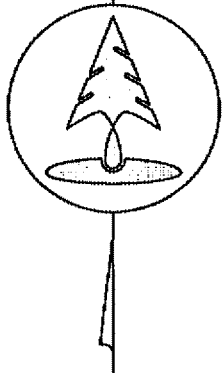
L=74.52'
R=702.00'

133.07

107.29

96.48

AMENDED EXHIBIT B-124



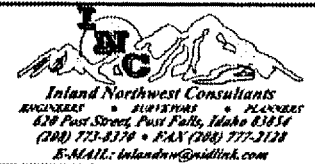
BLACK ROCK REFERENCE: LOT 105
BLACK ROCK 2ND ADDITION: LOT 8, BLOCK 6
BULD. HEIGHT RESTRICTION: 2 STORY
BUILDING ENVELOPE AREA: 6768 sf

----- BUILDING ENVELOPE
----- EASEMENT LINE
----- RIGHT-OF-WAY

ACCESS TO HALITE LOOP ONLY
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=20'

02/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

1747017

93.94

10.00'
EASEMENT & SETBACK

ACCESS/UTILITY EASEMENT
FOR LOTS 9 & 10

10.00'
EASEMENT & SETBACK

107.29

107.58

HOLE 18

10.00'
EASEMENT & SETBACK

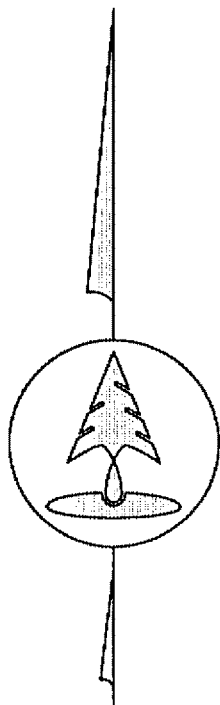
10.00'
EASEMENT & SETBACK

OPEN SPACE

89.51

2600

AMENDED EXHIBIT B-125



BLACK ROCK REFERENCE: LOT 106
BLACK ROCK 2ND ADDITION: LOT 9, BLOCK 6
BULD. HEIGHT RESTRICTION: 2 STORY
BUILDING ENVELOPE AREA: 5960 sf

----- BUILDING ENVELOPE
----- EASEMENT LINE
----- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=20'

08/12/02

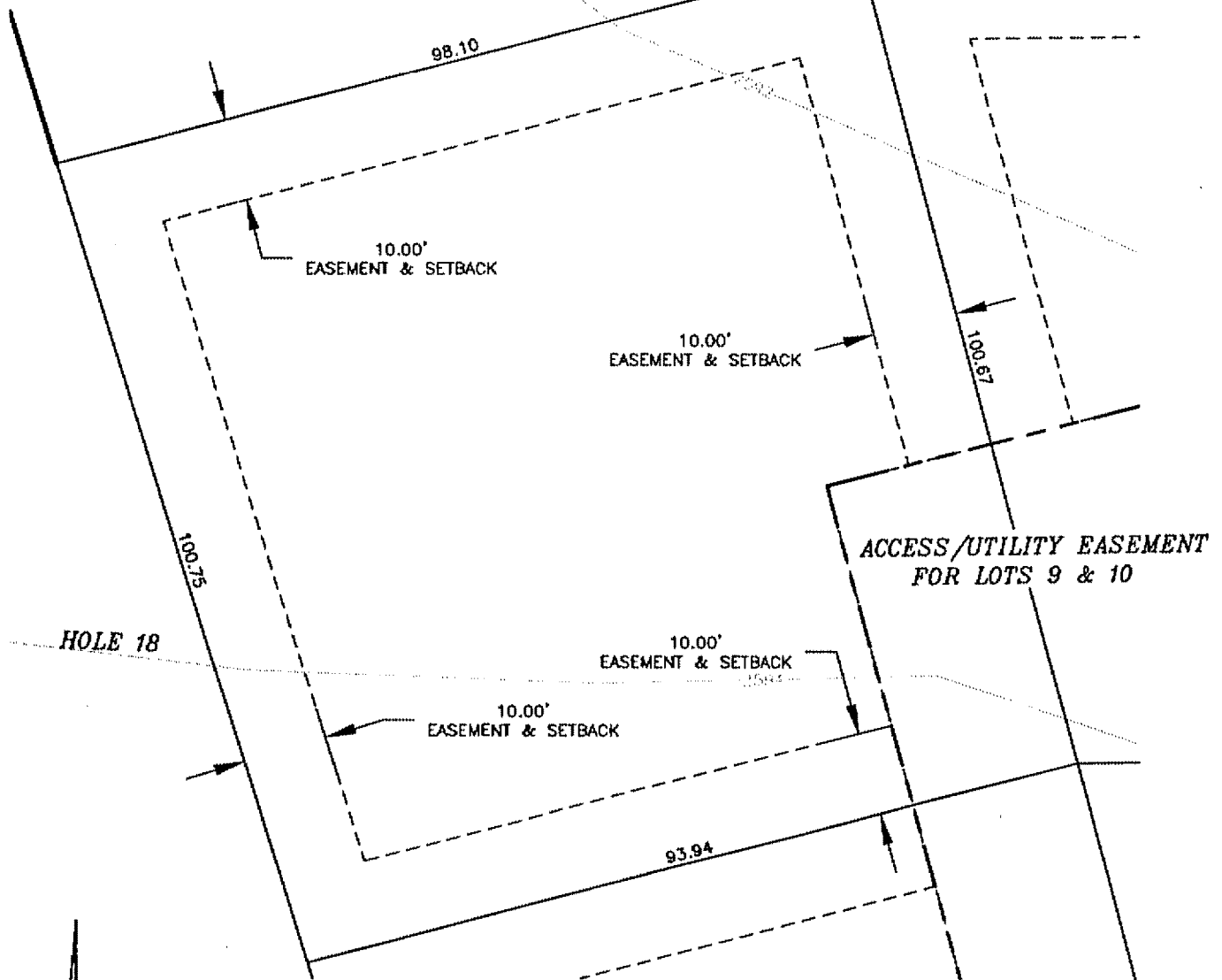


Coeur d'Alene
BLACK ROCK

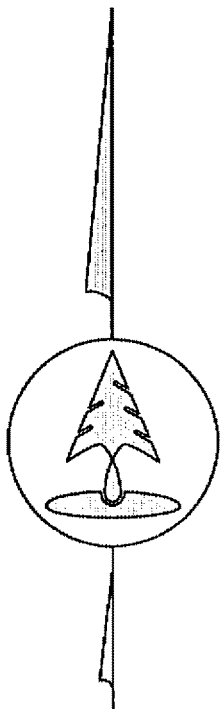
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Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

1747017 OPEN SPACE



AMENDED EXHIBIT B-126



BLACK ROCK REFERENCE: LOT 107
 BLACK ROCK 2ND ADDITION: LOT 10, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5832 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

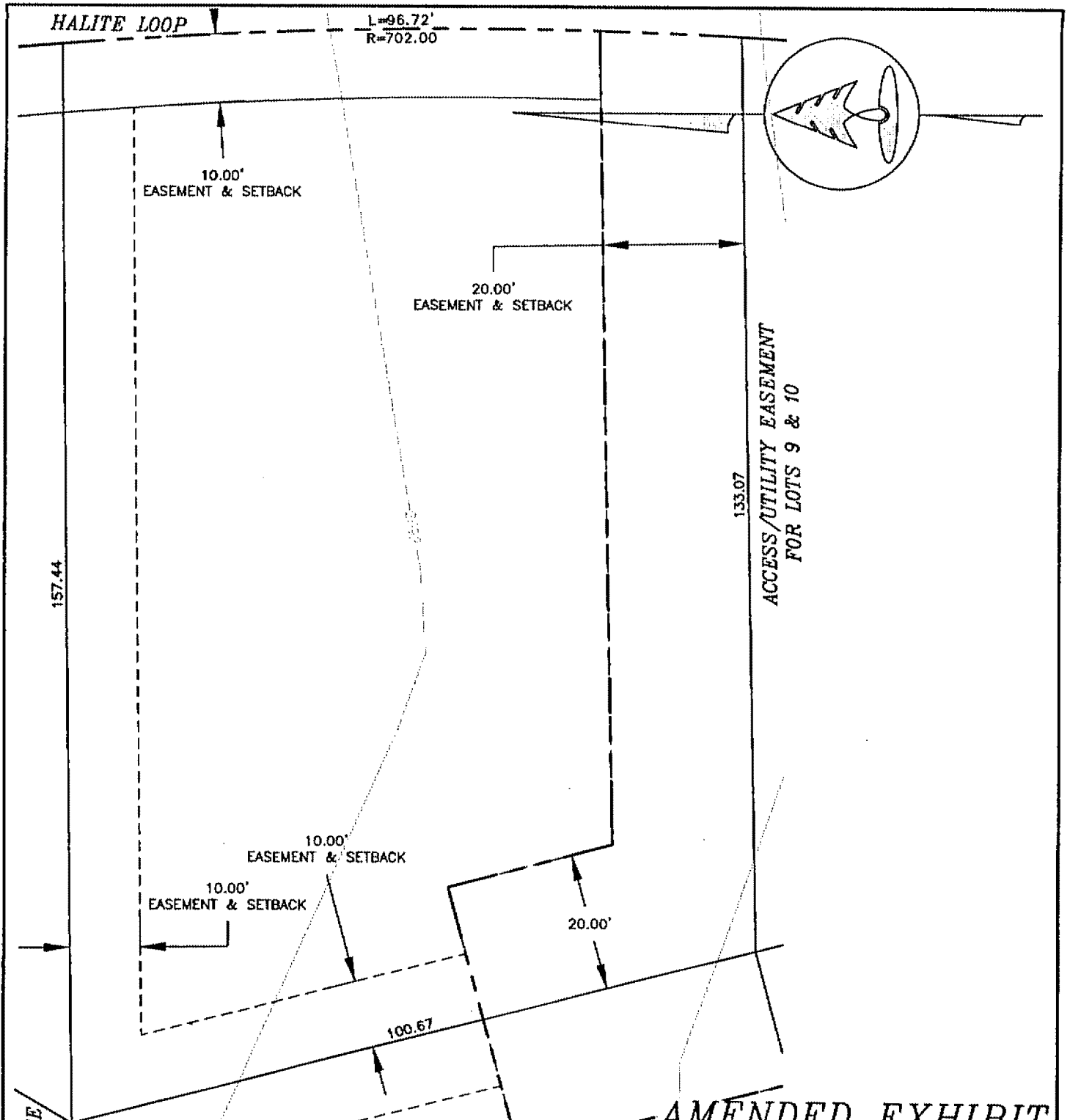
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=20'

08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11



AMENDED EXHIBIT

B-127

BLACK ROCK REFERENCE: LOT 108
 BLACK ROCK 2ND ADDITION: LOT 11, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 8339 sf

----- BUILDING ENVELOPE
 ----- EASEMENT LINE
 ----- RIGHT-OF-WAY

ACCESS TO HALITE LOOP ONLY
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

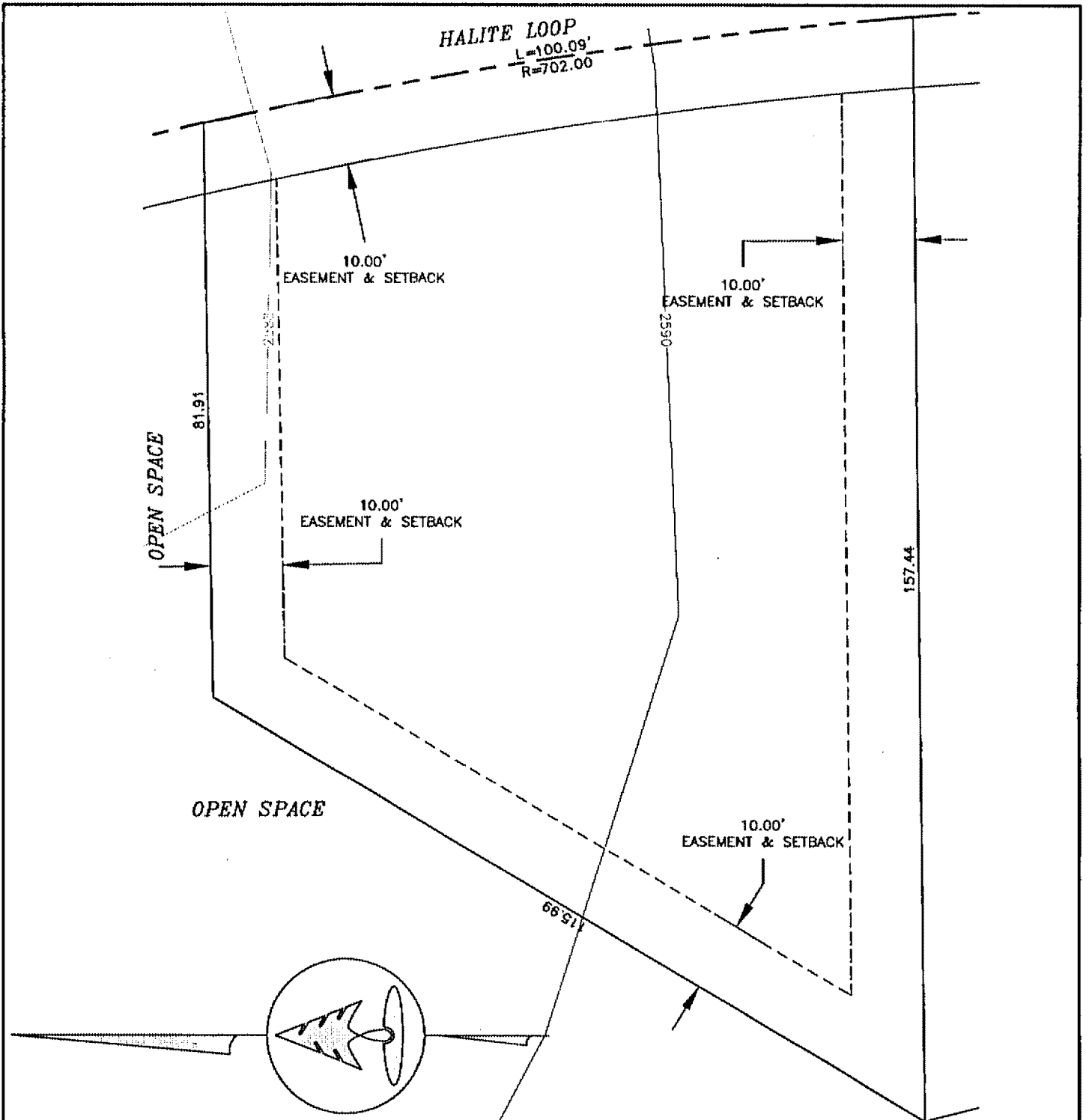
Coeur d'Alene
BLACK ROCK

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SCALE: 1"=20'

08/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11



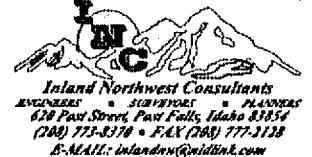
AMENDED EXHIBIT

B-128

BLACK ROCK REFERENCE: LOT 109
 BLACK ROCK 2ND ADDITION: LOT 12, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 7803 sf

----- BUILDING ENVELOPE
 ----- EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

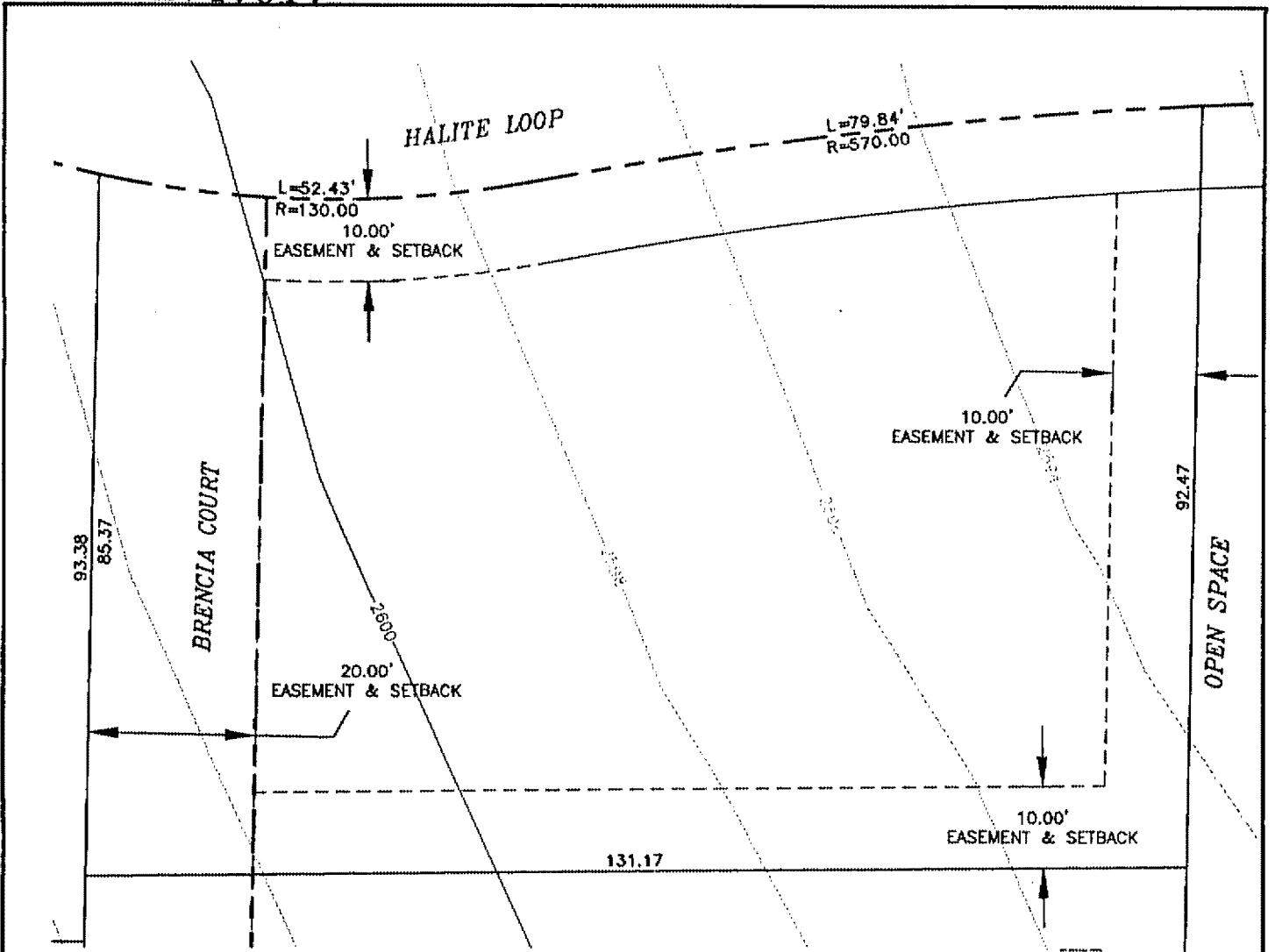


SCALE: 1"=20'

08/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL. 6-7 lot. 8.5x11

1747017

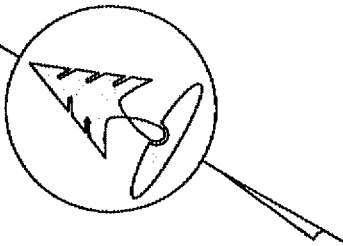


AMENDED EXHIBIT B-129

BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 110
 BLACK ROCK 2ND ADDITION: LOT 1, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 6741 sf

----- BUILDING ENVELOPE
 EASEMENT LINE
 - - - - - RIGHT-OF-WAY



DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



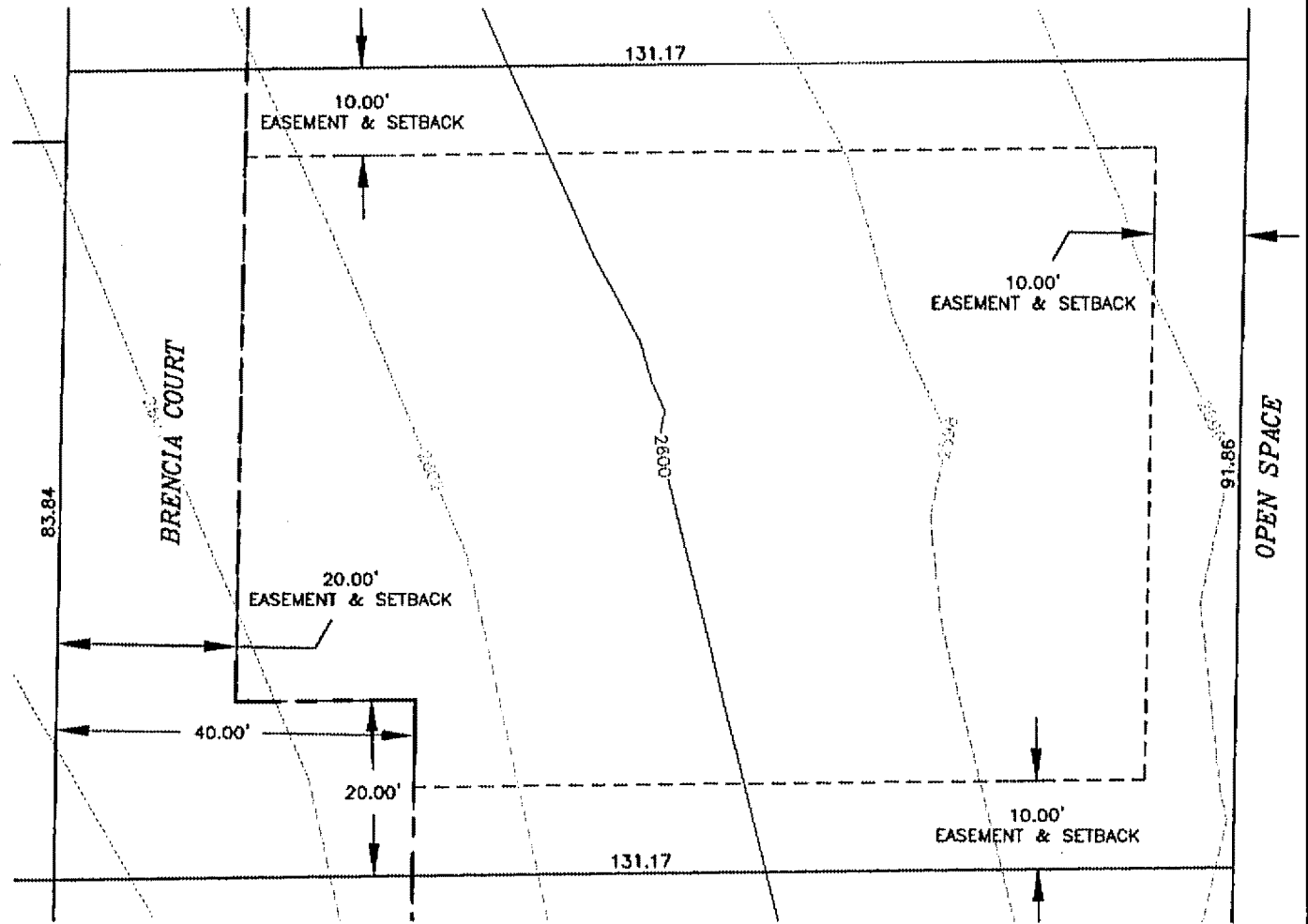
Coeur d'Alene
BLACK ROCK



SCALE: 1"=20'

08/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11



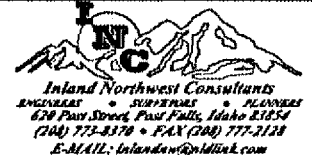
AMENDED EXHIBIT B-130

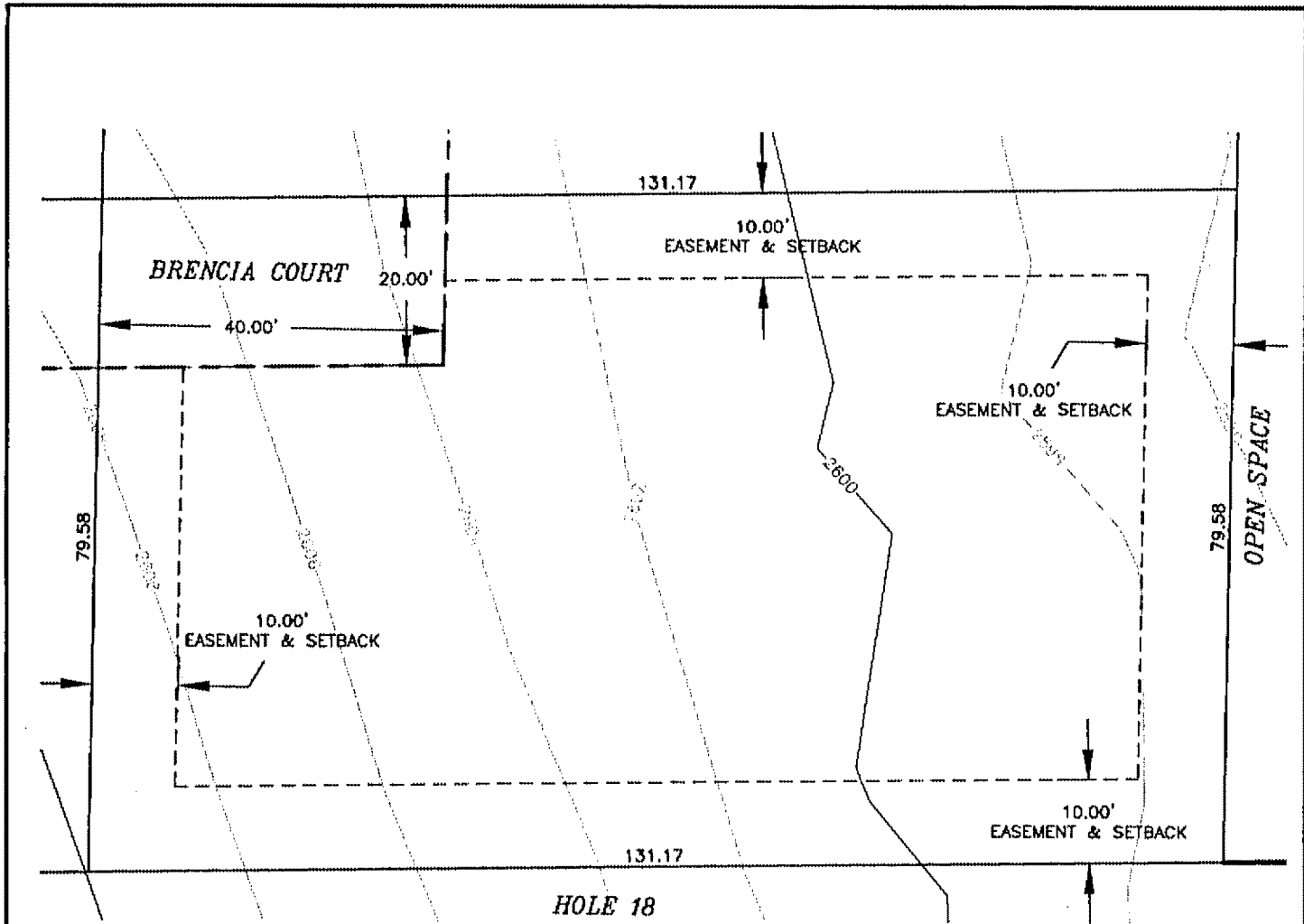
BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 111
 BLACK ROCK 2ND ADDITION: LOT 2, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 7065 sf

----- BUILDING ENVELOPE
 EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



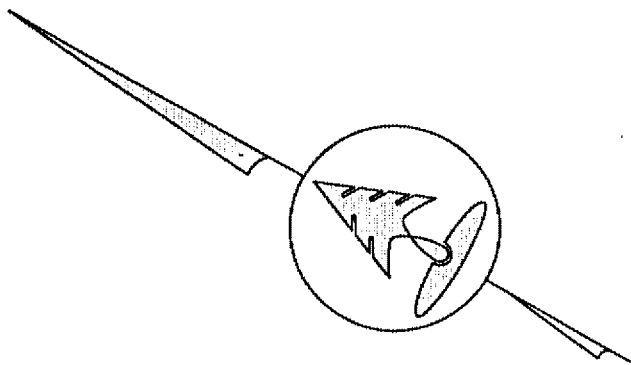


AMENDED EXHIBIT B-131

BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 112
 BLACK ROCK 2ND ADDITION: LOT 3, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 6326 sf

----- BUILDING ENVELOPE
 ----- EASEMENT LINE
 - - - - - RIGHT-OF-WAY



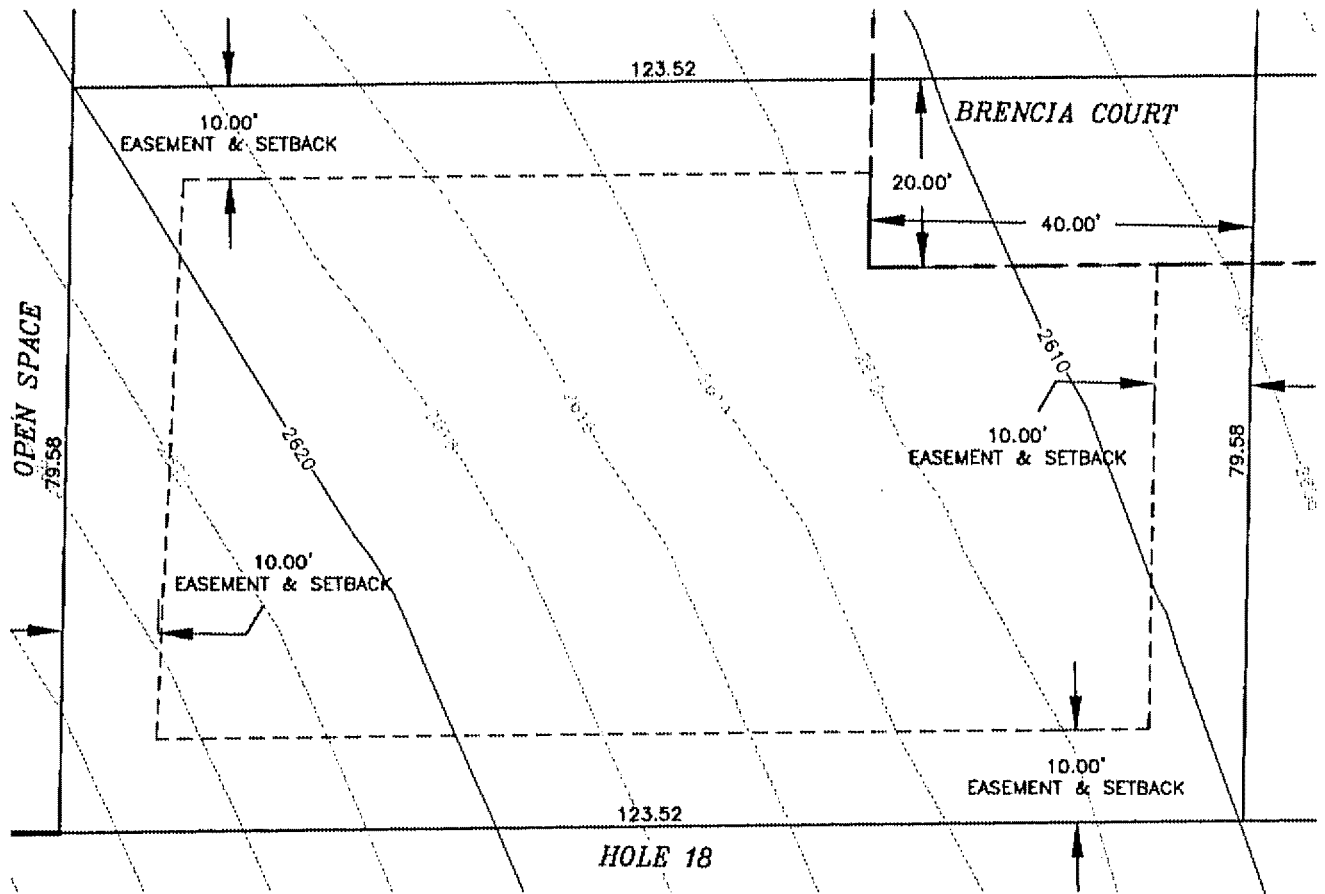
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

08/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

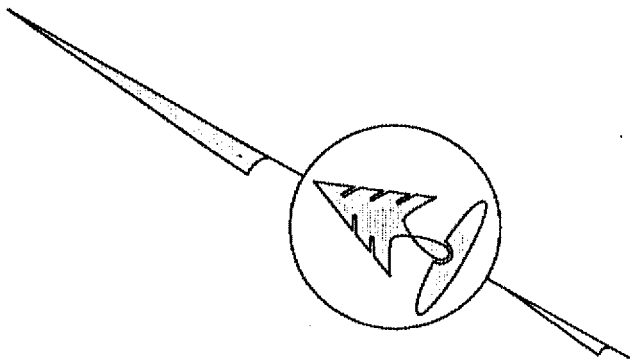


AMENDED EXHIBIT B-132

BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 113
 BLACK ROCK 2ND ADDITION: LOT 4, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5847 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY



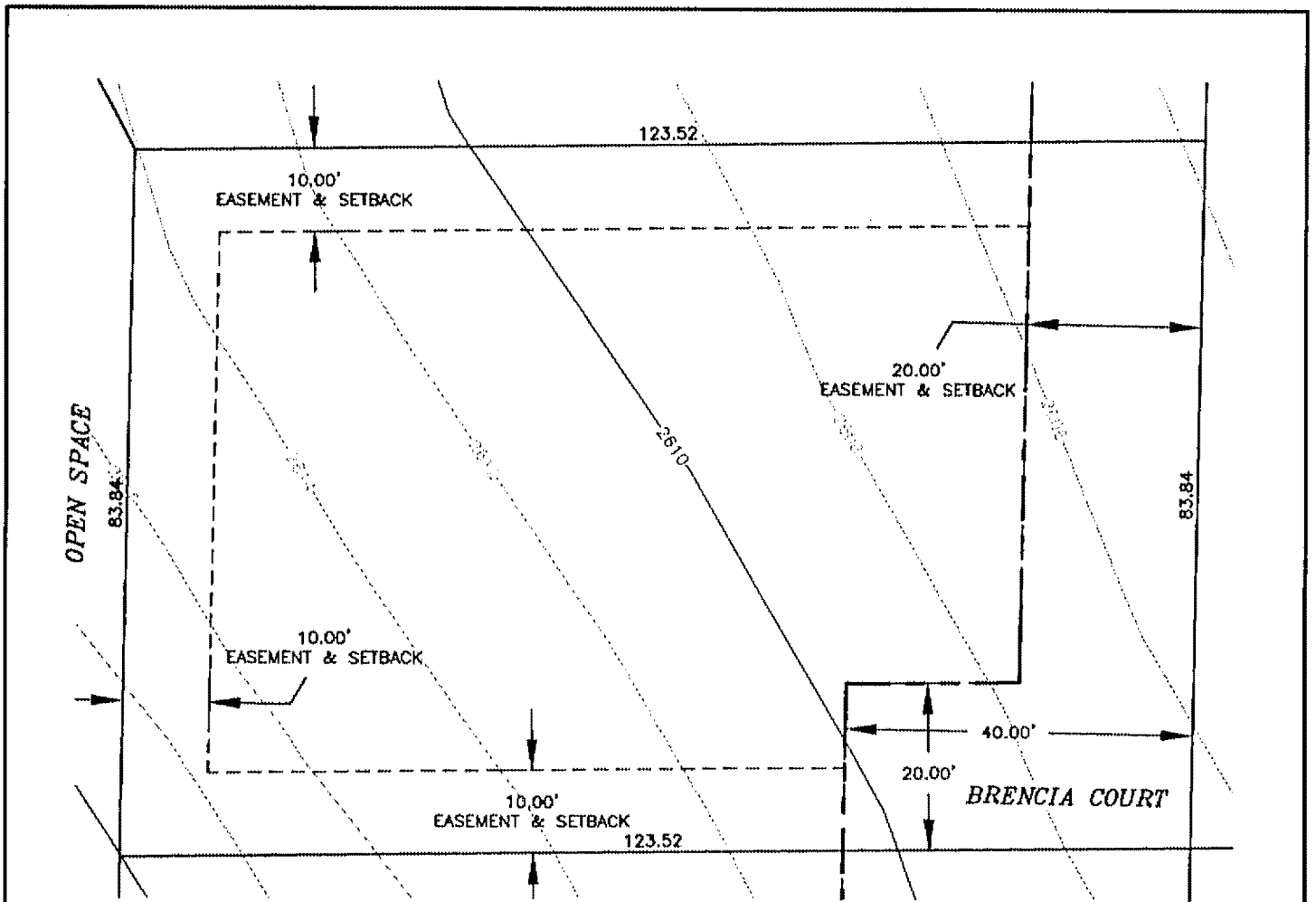
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

08/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

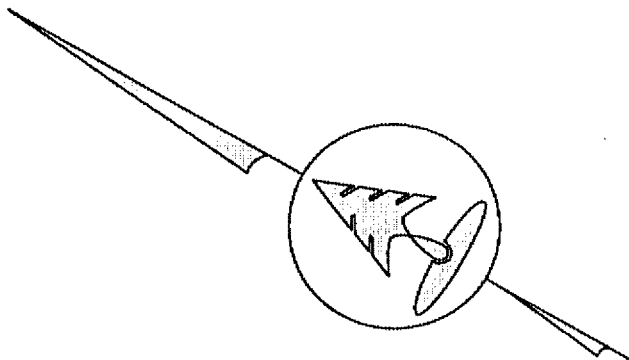


AMENDED EXHIBIT B-133

BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 114
 BLACK ROCK 2ND ADDITION: LOT 5, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5766 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

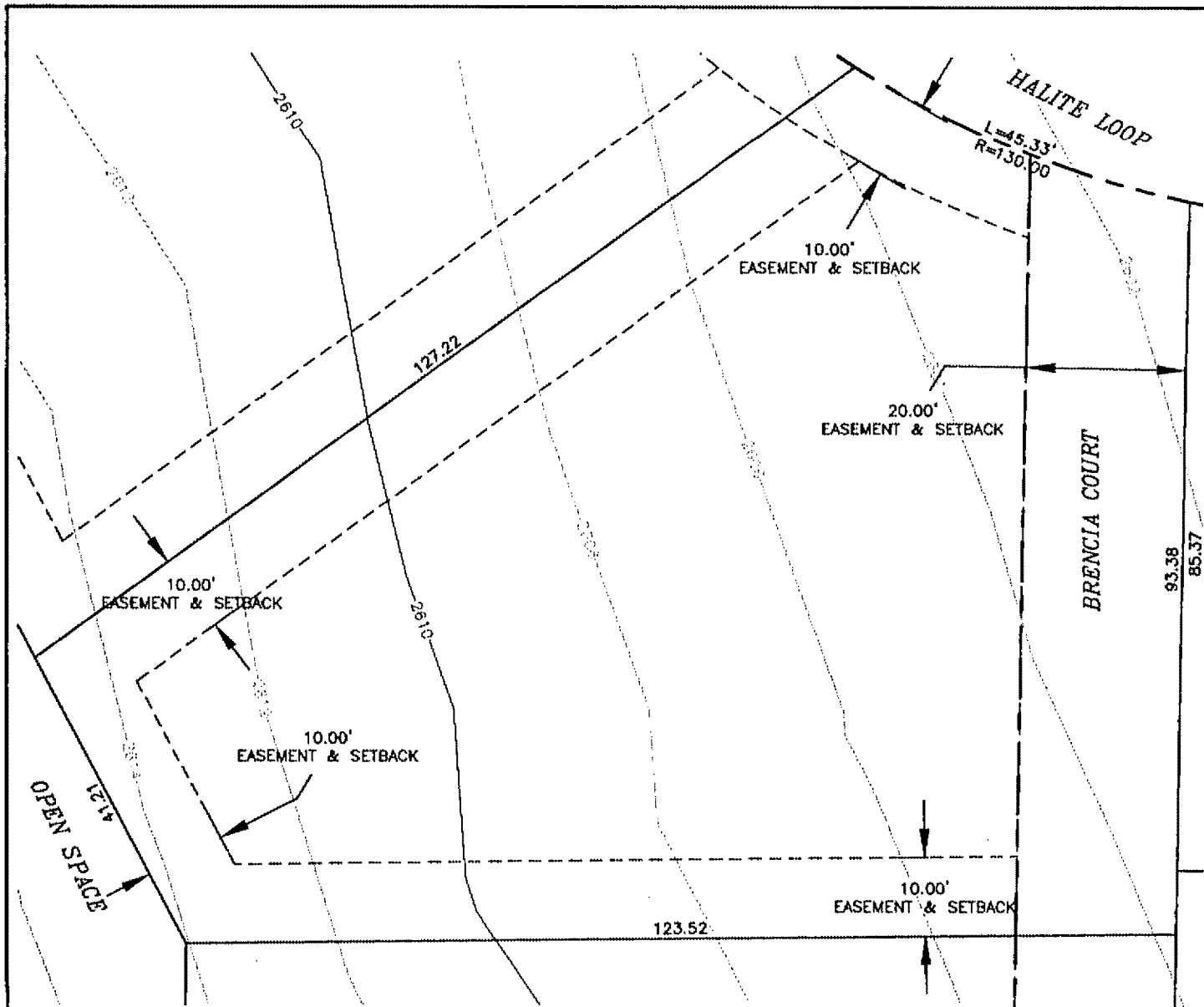
SCALE: 1"=20'

08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot B.5x11

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AMENDED EXHIBIT B-134

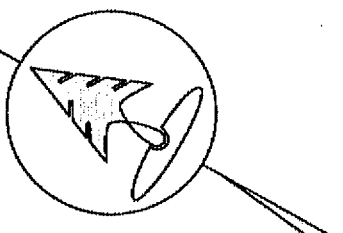
BRENCIA COURT IS A 4D' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 115
 BLACK ROCK 2ND ADDITION: LOT 6, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 6642 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

ACCESS TO BRENCIA COURT ONLY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

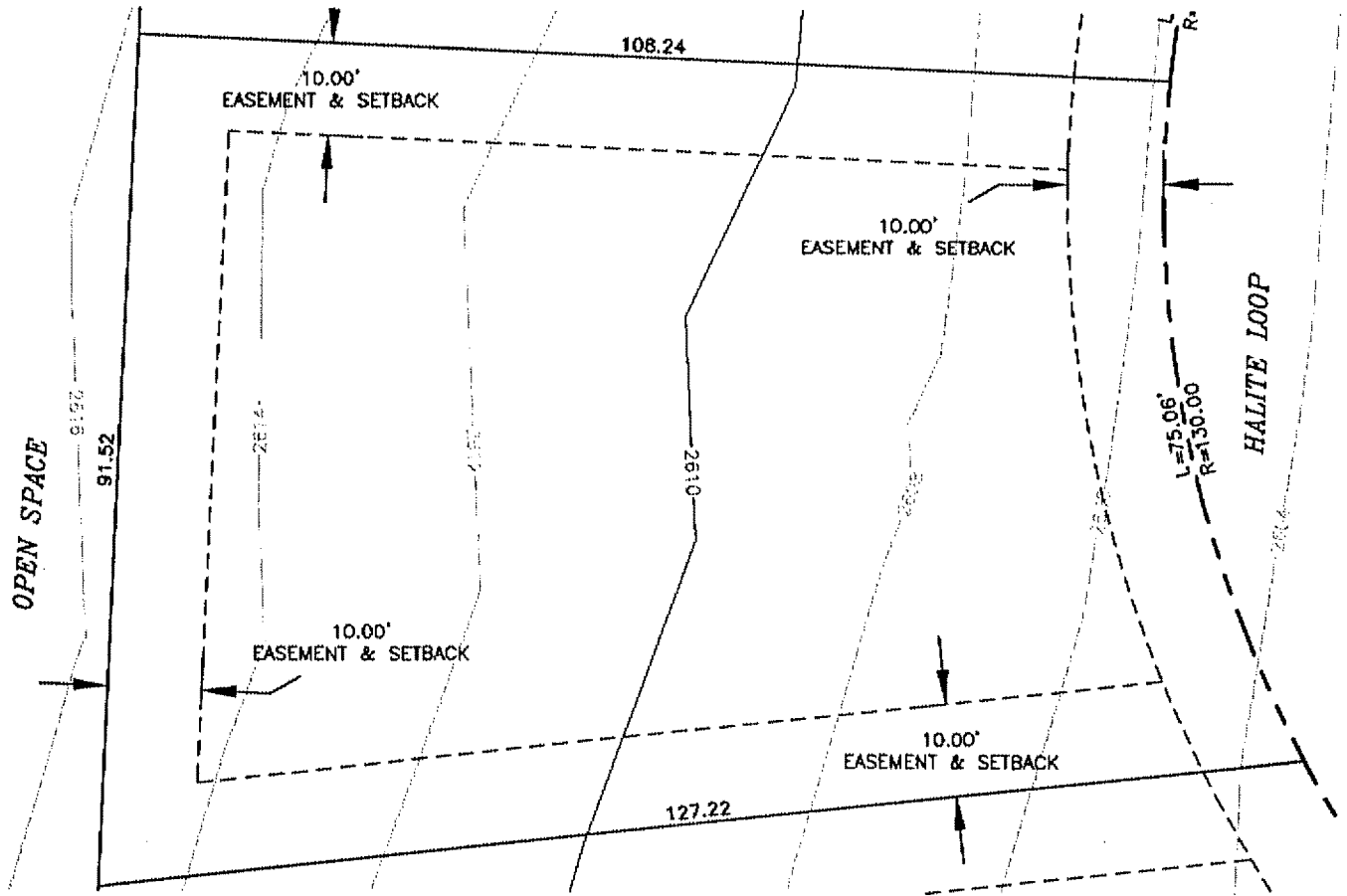


SCALE: 1"=20'

08/12/02



Z:/DATABASE/BLACK ROCK/D10117/DWG/2ND ADD BL 6-7 lot 8.5x11

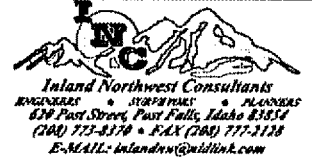


AMENDED EXHIBIT B-135

BLACK ROCK REFERENCE: LOT 116
 BLACK ROCK 2ND ADDITION: LOT 7, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5793 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

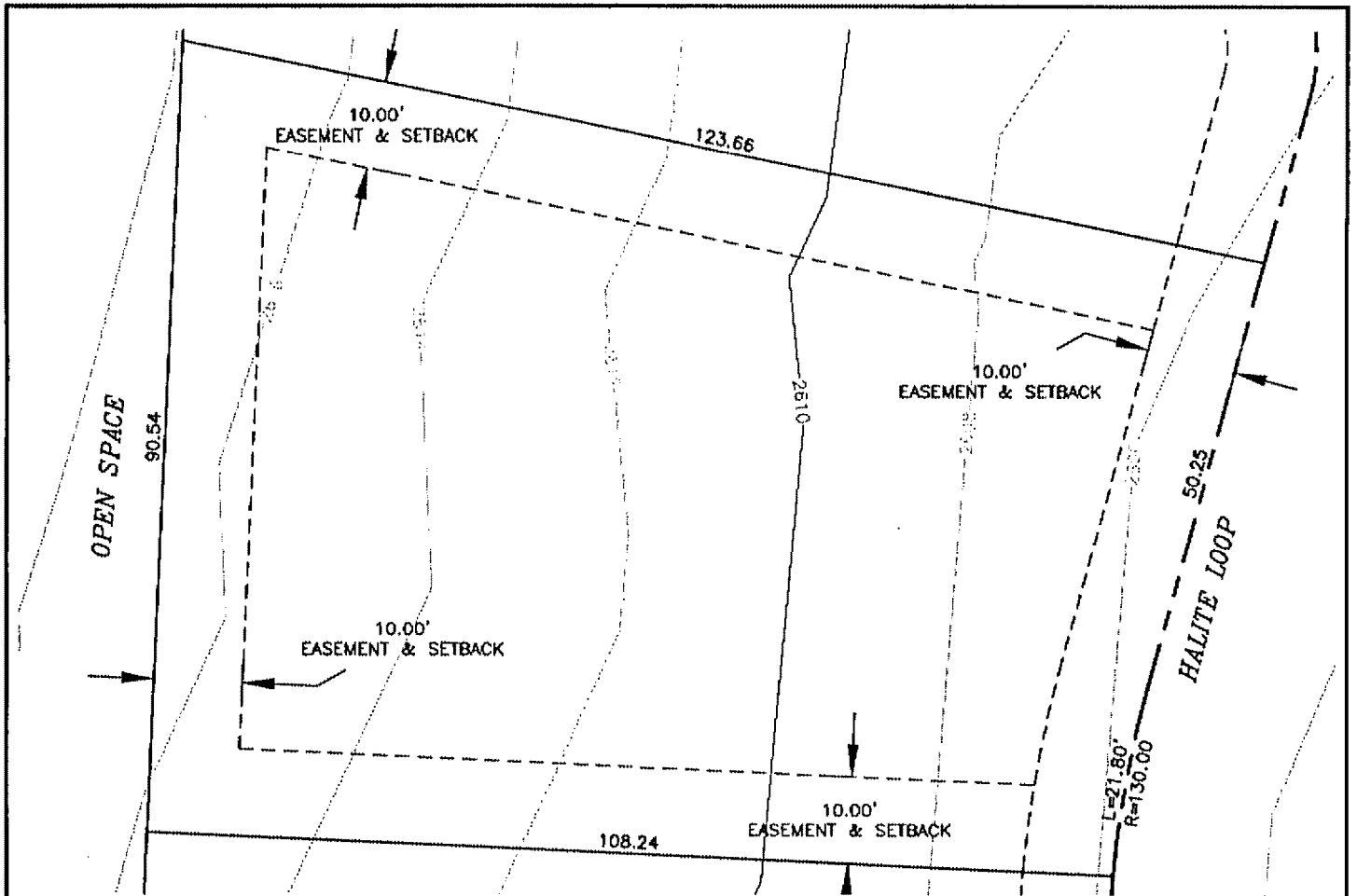
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

08/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11

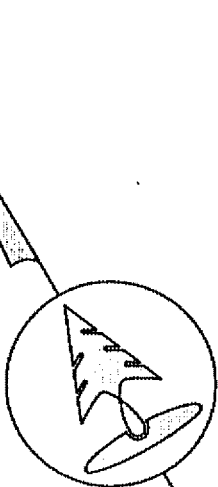


AMENDED EXHIBIT B-136

BLACK ROCK REFERENCE: LOT 117
 BLACK ROCK 2ND ADDITION: LOT 8, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5760 sf

----- BUILDING ENVELOPE
 EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

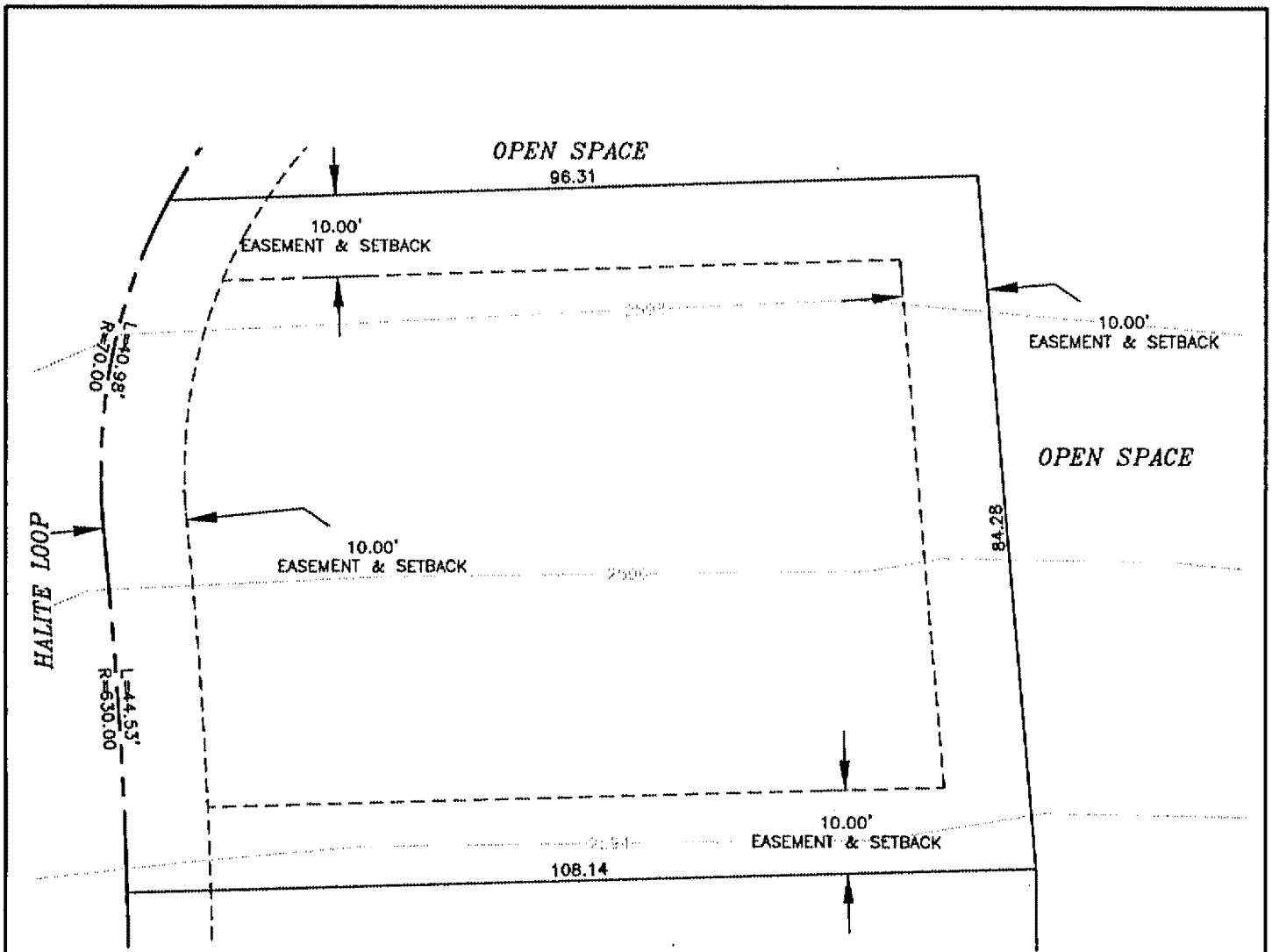


SCALE: 1"=20'

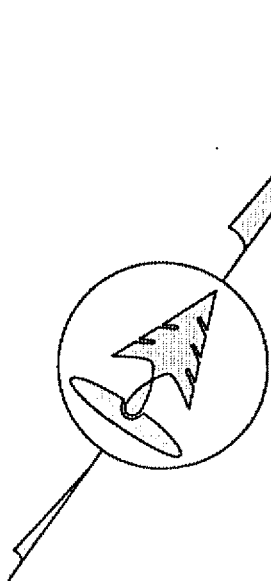
08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 6-7 lot 8.5x11



AMENDED EXHIBIT
B-164



BLACK ROCK REFERENCE: LOT 292
 BLACK ROCK 2ND ADDITION: LOT 1, BLOCK 4
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5529 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

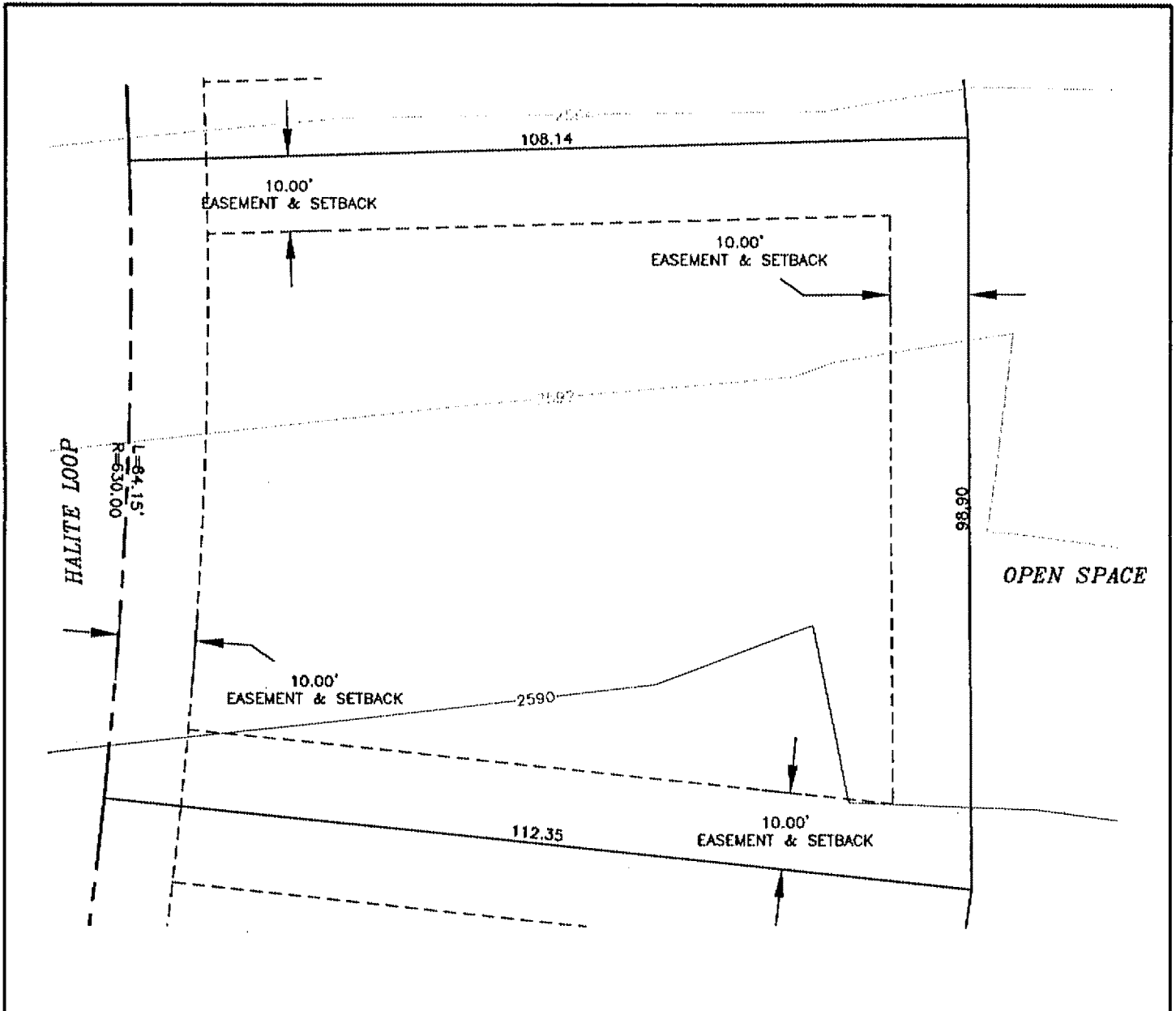
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



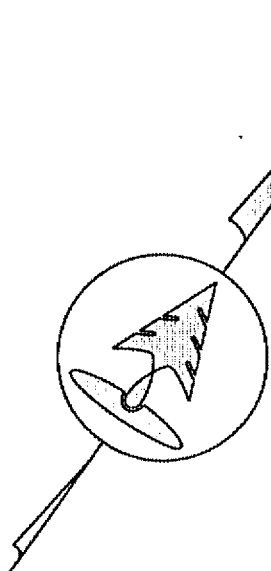
SCALE: 1"=20'

DB/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 3-5 lot 8.5x11



AMENDED EXHIBIT B-165



- | | |
|---|-------------------------|
| BLACK ROCK REFERENCE: LOT 293 | ----- BUILDING ENVELOPE |
| BLACK ROCK 2ND ADDITION: LOT 2, BLOCK 4 | ----- EASEMENT LINE |
| BULD. HEIGHT RESTRICTION: 2 STORY | ----- RIGHT-OF-WAY |
| BUILDING ENVELOPE AREA: 6352 sf | |

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

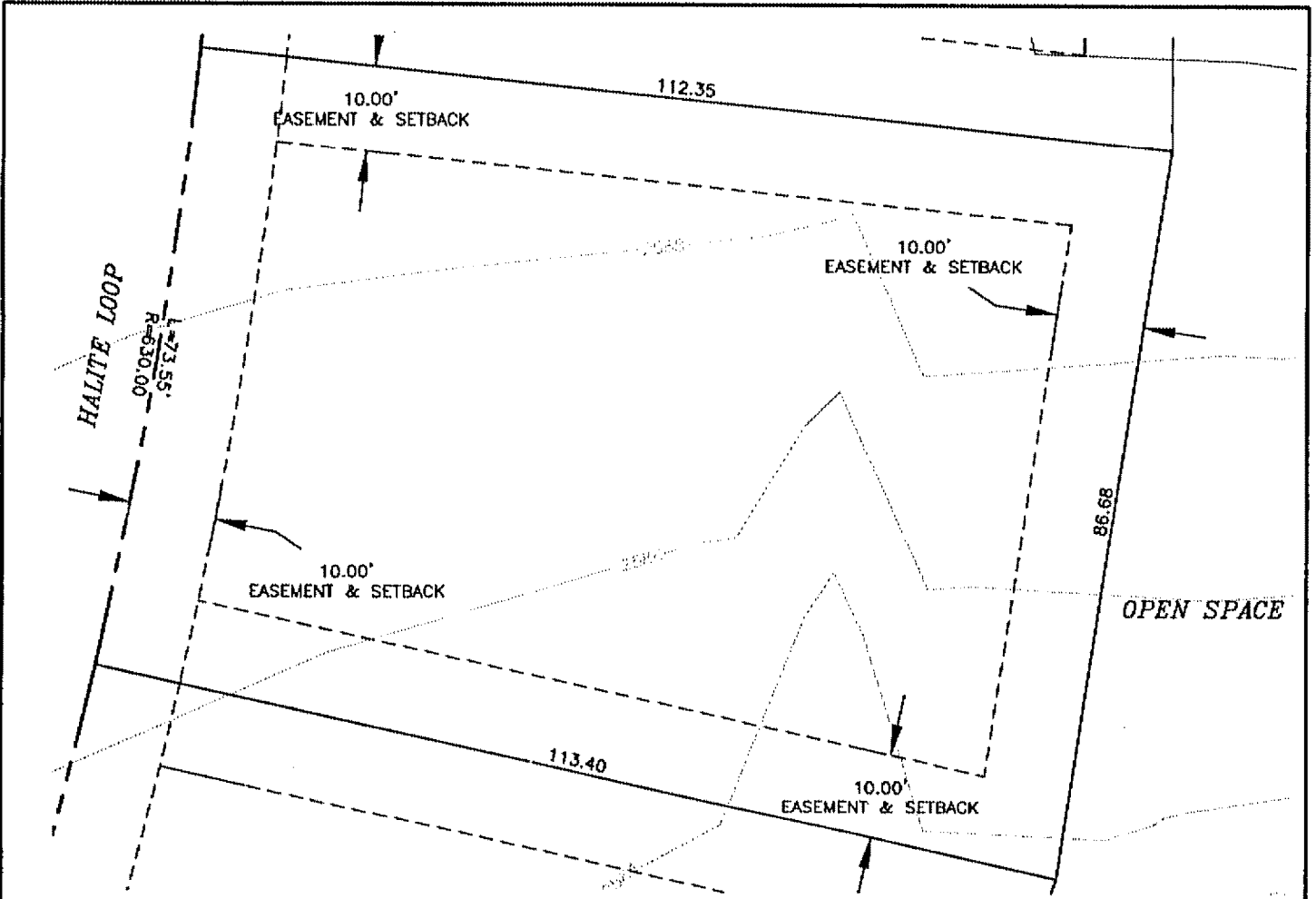
SCALE: 1"=20'

08/12/02

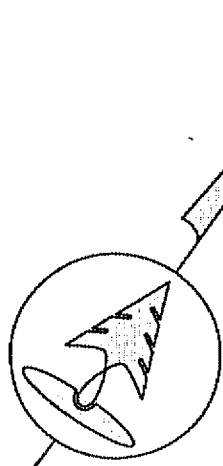
Coeur d'Alene

BLACK ROCK
 Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 3-5 lot 8.5x11


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AMENDED EXHIBIT B-166



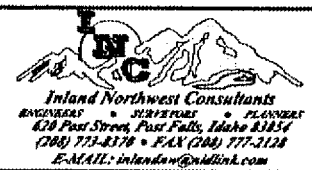
BLACK ROCK REFERENCE: LOT 294
 BLACK ROCK 2ND ADDITION: LOT 3, BLOCK 4
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5518 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

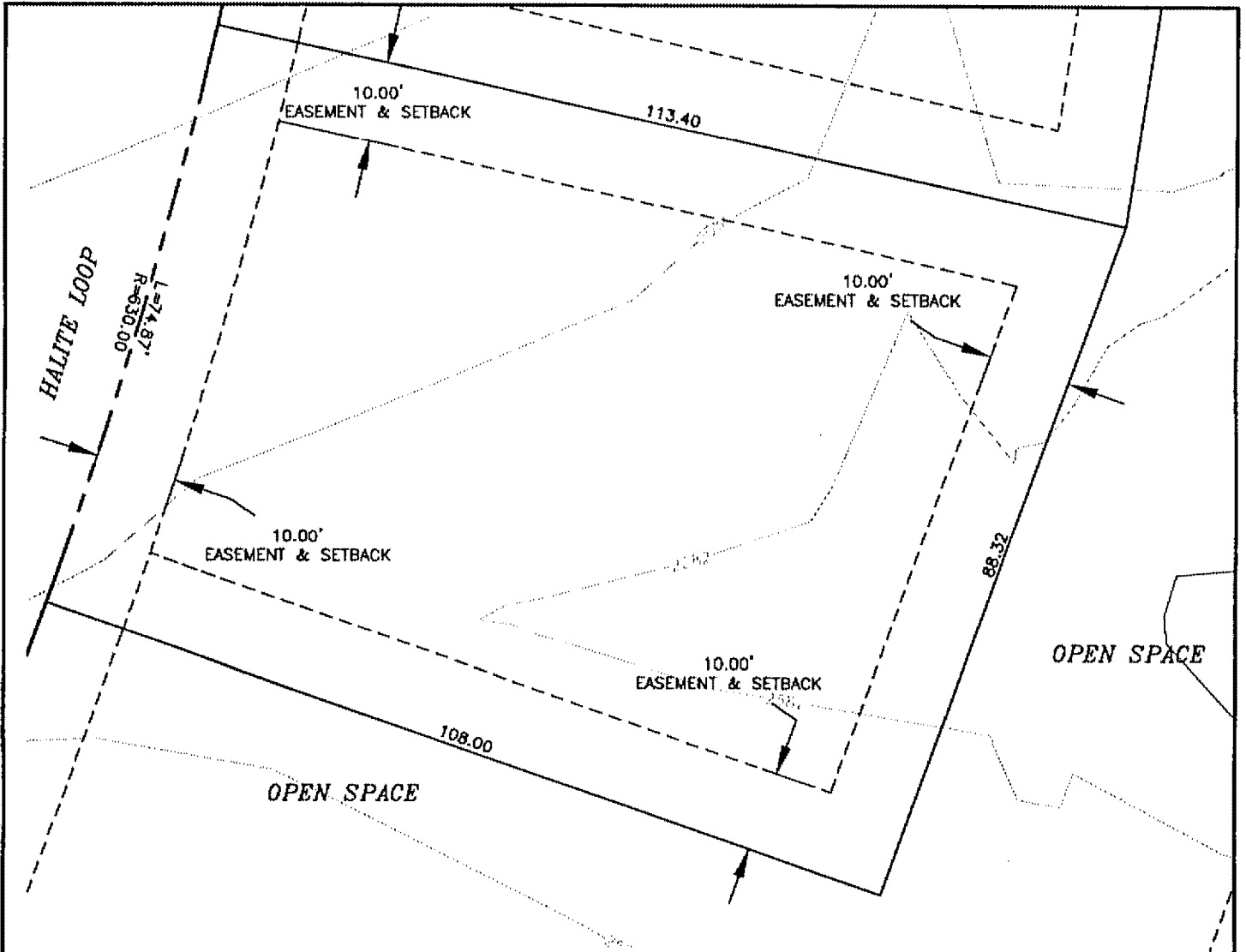
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=20'

08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 3-5 lot 8.5x11



AMENDED EXHIBIT B-167



BLACK ROCK REFERENCE: LOT 295
 BLACK ROCK 2ND ADDITION: LOT 4, BLOCK 4
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5509 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

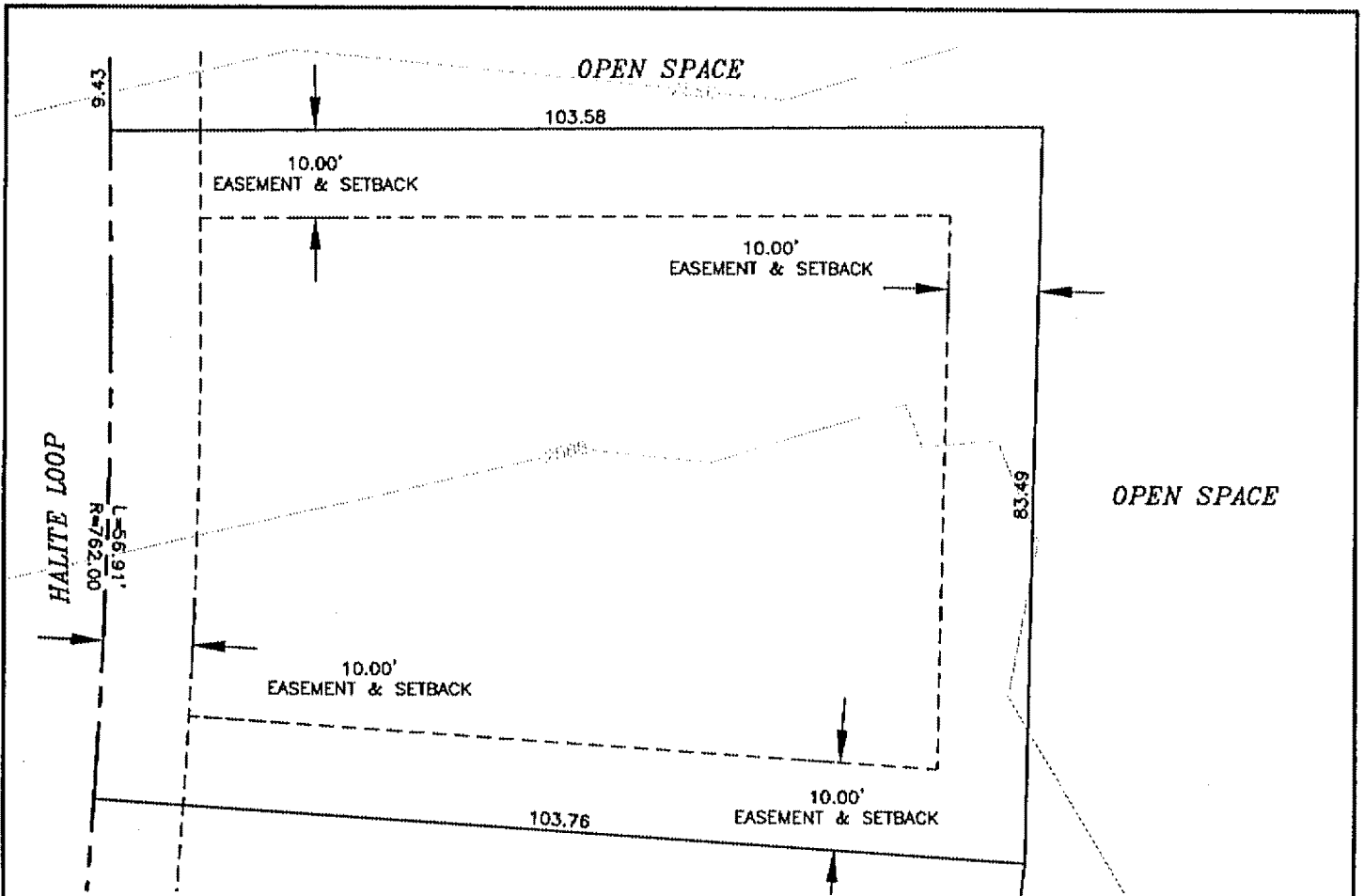
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=20'

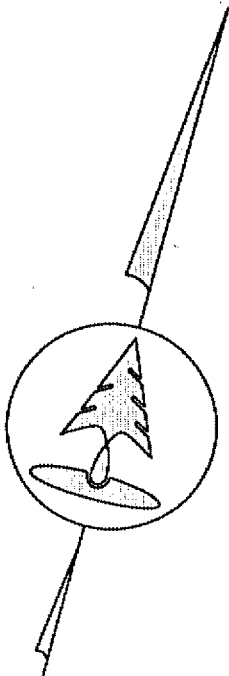
08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 3-5 lot 8.5x11



AMENDED EXHIBIT
B-168



- BLACK ROCK REFERENCE: LOT 296
- BLACK ROCK 2ND ADDITION: LOT 1, BLOCK 5
- BULD. HEIGHT RESTRICTION: 2 STORY
- BUILDING ENVELOPE AREA: 4945 sf
- BUILDING ENVELOPE
- EASEMENT LINE
- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

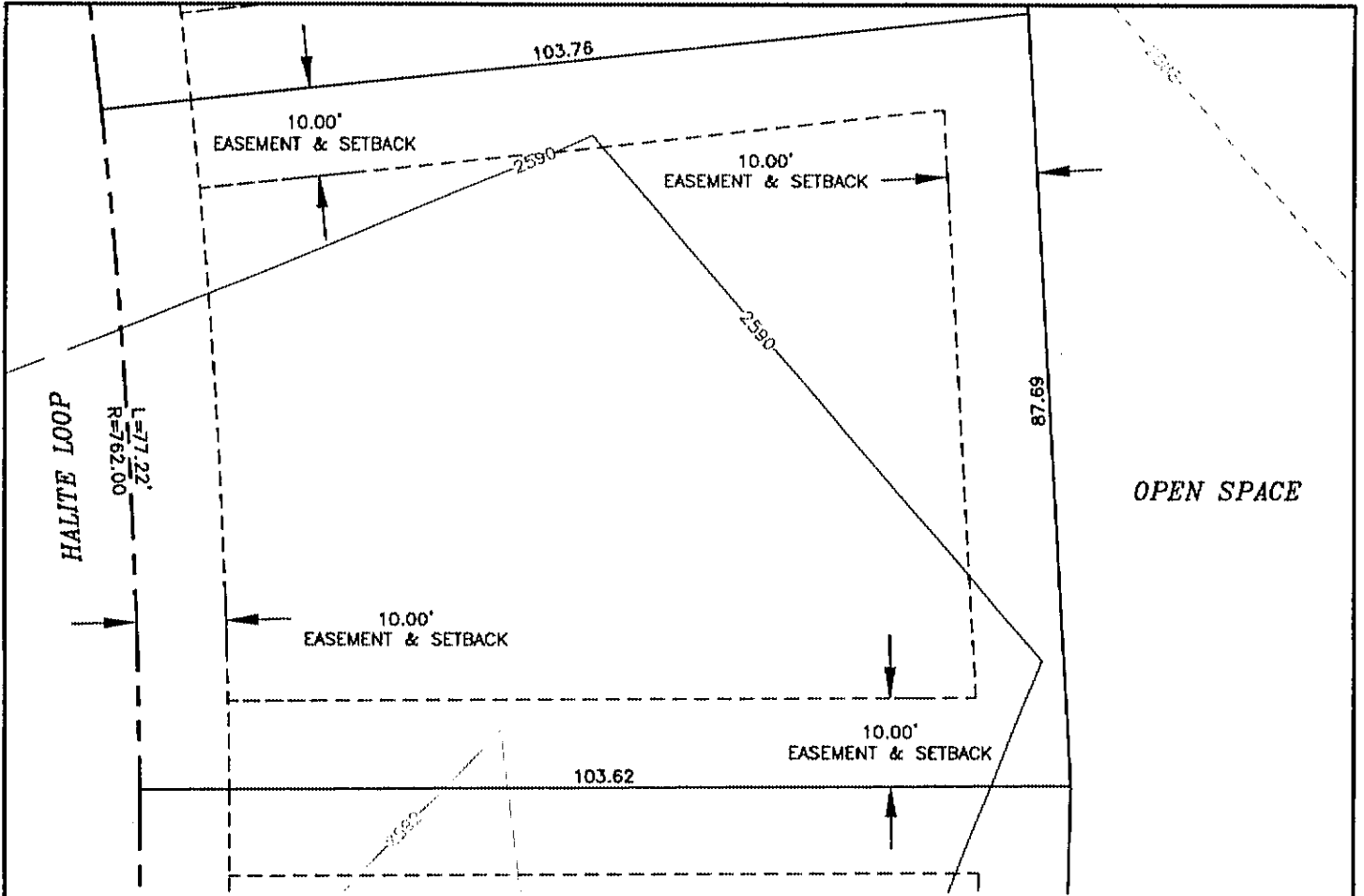
SCALE: 1"=20'

08/12/02

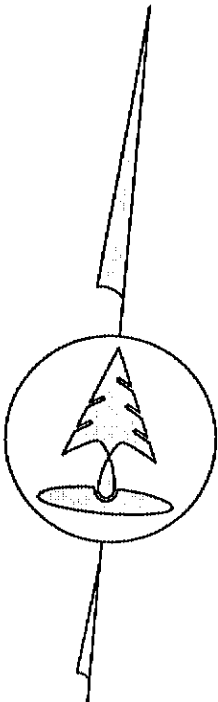
Coeur d'Alene
BLACK ROCK

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E-MAIL: inlandnw@inidistak.com

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 3-5 lot 8.5x11



AMENDED EXHIBIT
B-169



BLACK ROCK REFERENCE: LOT 297
 BLACK ROCK 2ND ADDITION: LOT 2, BLOCK 5
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5168 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

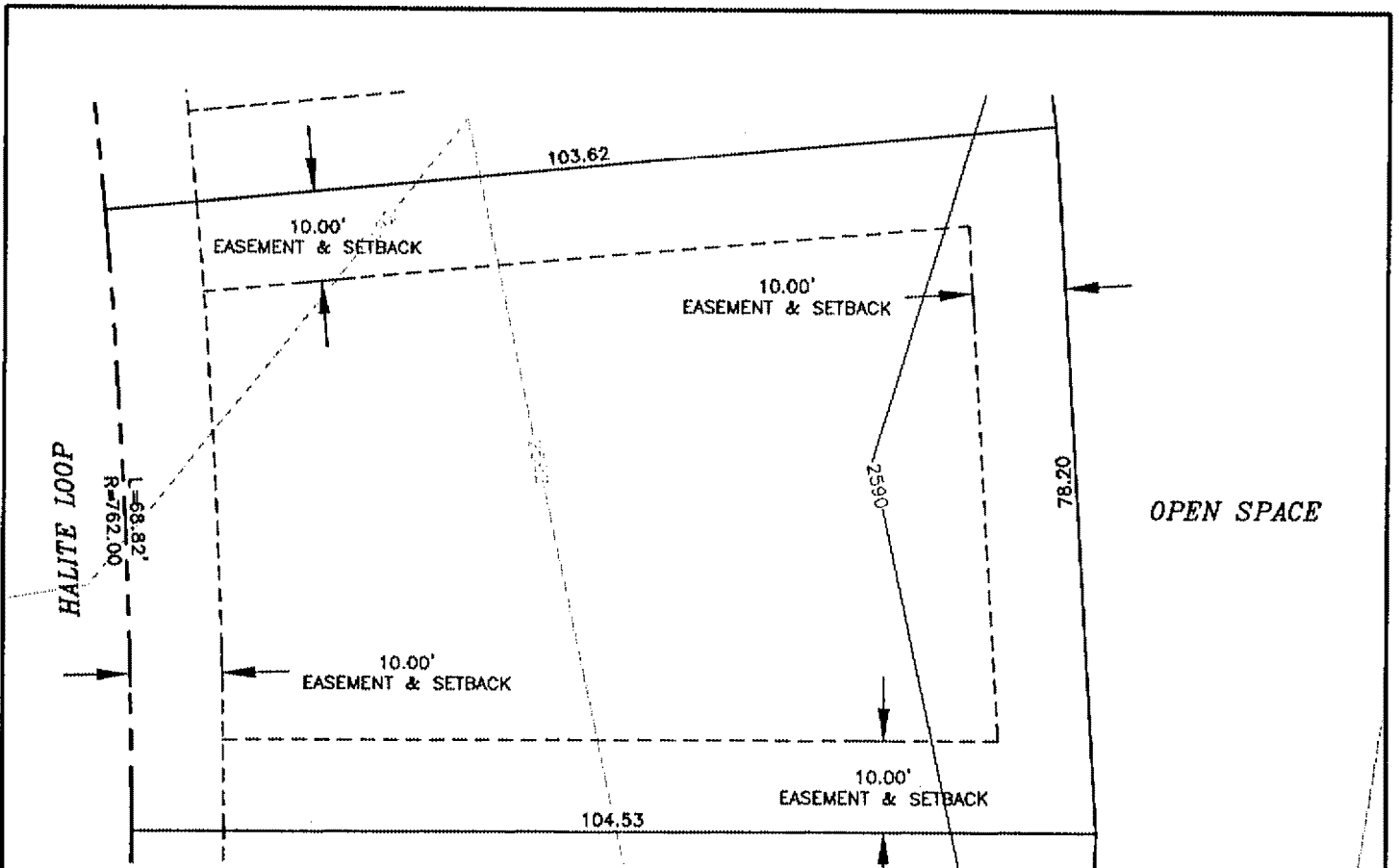
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



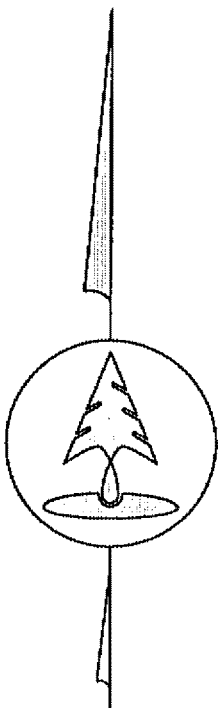
SCALE: 1"=20'

08/12/02

Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 3-5 lot B.5x11



AMENDED EXHIBIT
B-170



BLACK ROCK REFERENCE: LOT 298
 BLACK ROCK 2ND ADDITION: LOT 3, BLOCK 5
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 4458 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

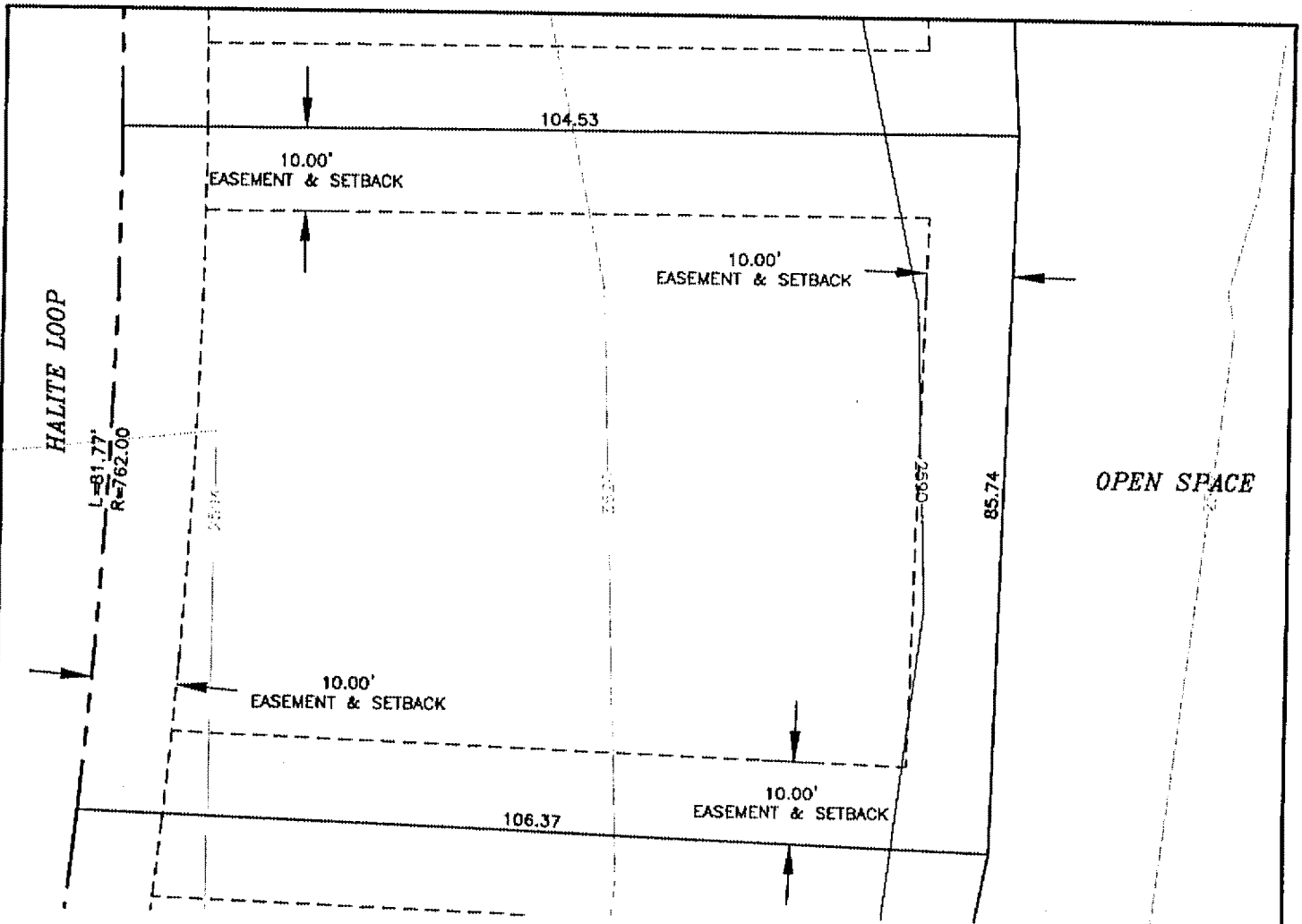
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=20'

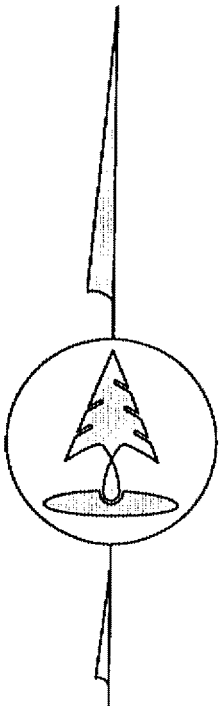
08/12/02

Coeur d'Alene
BLACK ROCK

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AMENDED EXHIBIT
B-171



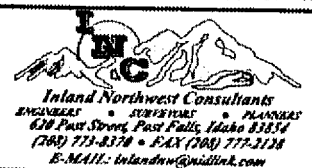
BLACK ROCK REFERENCE: LOT 299
 BLACK ROCK 2ND ADDITION: LOT 4, BLOCK 5
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5387 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

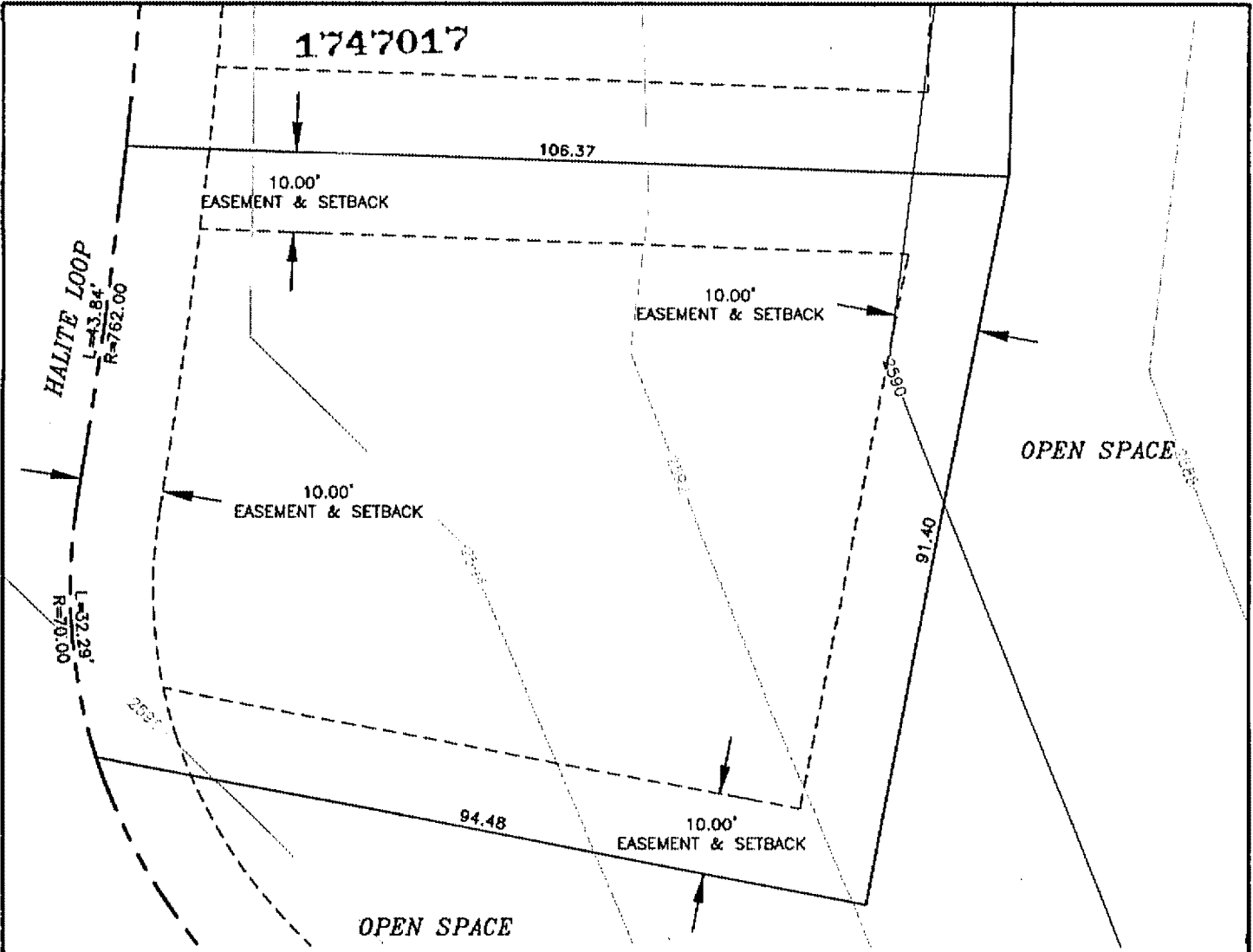
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=20'

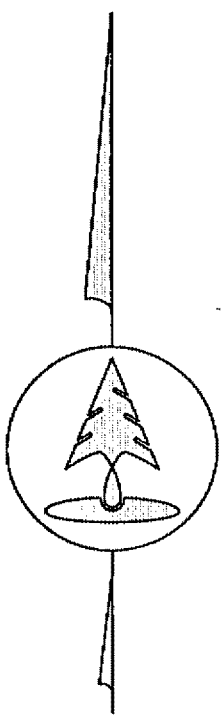
08/12/02



Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD BL 3-5 lot 8.5x11



AMENDED EXHIBIT B-172



BLACK ROCK REFERENCE: LOT 300
 BLACK ROCK 2ND ADDITION: LOT 5, BLOCK 5
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 5209 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=20'

08/12/02

Coeur d'Alene
BLACK ROCK
 Z:/DATABASE/BLACK ROCK/D10117/DWG/2ND ADD BL 3-5 lot 8.5x11

INCC
 Inland Northwest Consultants
 ENGINEERS • SURVEYORS • PLANNERS
 620 First Street, Post Falls, Idaho 83854
 (208) 777-8370 • FAX (208) 777-2128
 E-MAIL: InlandNW@incc.com

1749192

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
Black Rock Invest.

AUG 27 3 19 PM '02

DANIEL J. ENGLISH

DEPUTY *CP.*
FEES 9.00



Coeur d'Alene
BLACK ROCK

**SECOND AMENDMENT TO THE
SECOND ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

1749192

**Second Amendment to the
Second Addendum to the
Covenants, Conditions and Restrictions
of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded a Second Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated November 13, 2001 and recorded in the office of the Kootenai County Recorder on November 13, 2001 as instrument number 1704857. Declarant further caused to be recorded an Amendment to the Second Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated November 21, 2001 and recorded in the Office of the Kootenai County Recorder on November 21, 2001 as instrument number 1706231.

Said Amended Addendum referenced attached Exhibits "B-92" through "B-116", Exhibits of Individual Lot Building Setbacks.

The Declarant wishes to amend the Amendment to the Second Addendum to the Covenants, Conditions and Restrictions to the CC&Rs as follows:

1. Exhibit "B-109" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with Amended Exhibit "B-109";

NOW THEREFORE, this Second Amendment to the Second Addendum of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development, shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Second Amendment to the Second Addendum supercedes the Amendment to the Second Addendum previously recorded on November 21st; however this Second Amendment does not take the place of the CC&Rs or the Amendment to the Second Amendment, to the CC&Rs already recorded, except as noted on Amended Exhibit "B-109", and is simply an addition to the same.

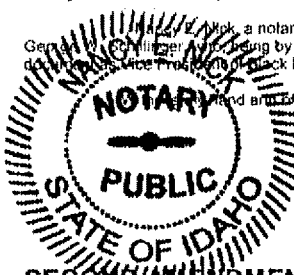
DECLARANT

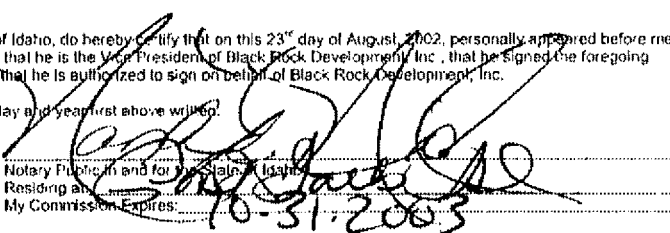
Black Rock Development, Inc.
an Idaho Corporation

By: 
Marshall R. Chesrown

STATE OF IDAHO)
)ss.
County of Kootenai)

I, _____, a notary public in and for the State of Idaho, do hereby certify that on this 23rd day of August, 2002, personally appeared before me _____, General Manager, acting by me first duly sworn, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as the President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.

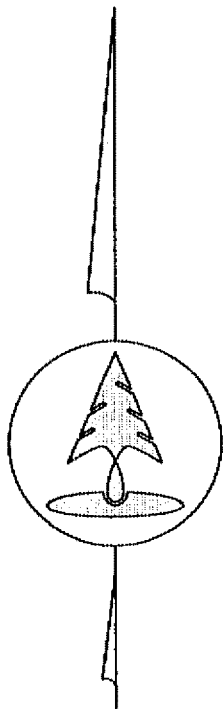
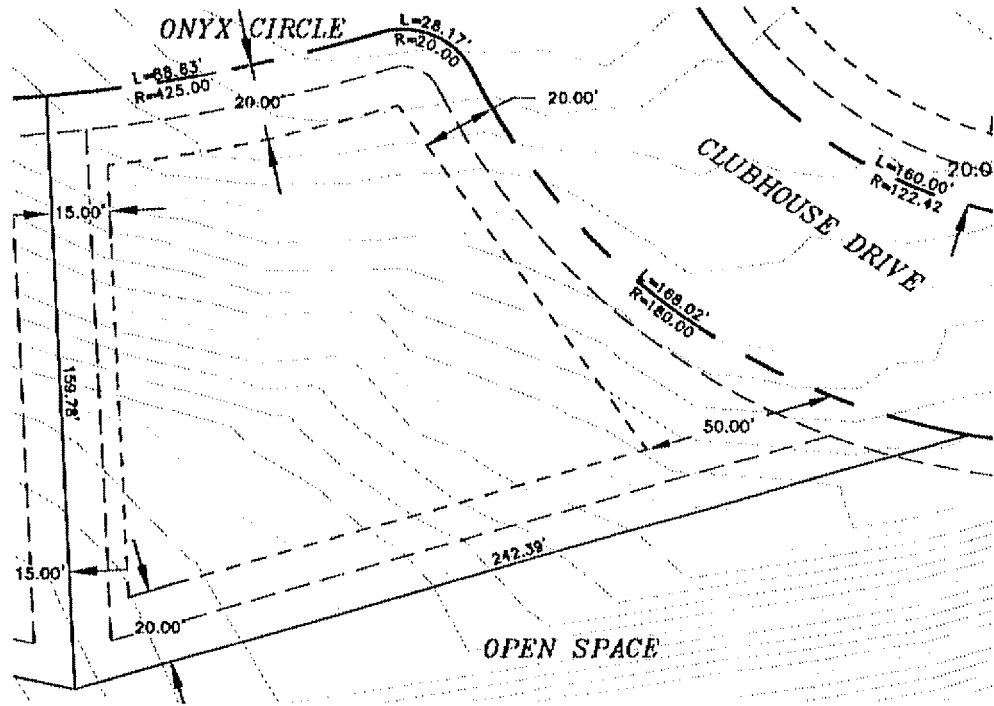



Notary Public in and for the State of Idaho
Residing at _____
My Commission Expires: 10-31-2003

SECOND AMENDMENT TO THE SECOND ADDENDUM TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF BLACK ROCK A PLANNED UNIT DEVELOPMENT

1749192

AMENDED EXHIBIT "B-109"



BLACK ROCK REFERENCE: LOT 79
 BLACK ROCK FIRST ADDITION: LOT B, BLOCK 3
 BLDG. HEIGHT RESTRICTION: 20'
 BUILDING ENVELOPE AREA: 11,857 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

ACCESS DENIED TO CLUB HOUSE DRIVE.
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=50'

B/23/02

Coeur d'Alene
BLACK ROCK
 Z:/DATABASE/BLACK ROCK/010096/DWG/B.5x11 1ST ADD

IN
C

Inland Northwest Consultants
 ENGINEERING • SURVEYING • PLANNING
 820 First Street, First Falls, Idaho 83434
 (208) 777-8378 • FAX (208) 777-2128
 E-MAIL: inlandnw@inlandnw.com

1752276



STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
Black Rock Ind.

SEP 13 4 17 PM '02

DANIEL J. ENGLISH

FEES

DEPUTY

[Handwritten signature]
9.00

Coeur d'Alene
BLACK ROCK

**THIRD AMENDMENT TO THE
SECOND ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Third Amendment to the
Second Addendum to the
Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded a Second Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated November 13, 2001 and recorded in the office of the Kootenai County Recorder on November 13, 2001 as instrument number 1704857. Declarant also caused to be recorded an Amendment to the Second Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated November 21, 2001 and recorded in the Office of the Kootenai County Recorder on November 21, 2001 as instrument number 1706231. Declarant further caused to be recorded a Second Amendment to the Second Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated August 23, 2002 and recorded in the Office of the Kootenai County Recorder on August 27 as instrument number 1749192.

Said Amended Addendum referenced attached Exhibits "B-92" through "B-116", Exhibits of Individual Lot Building Setbacks.

The Declarant wishes to make the following amendment:

- 1. Exhibit "B-103" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with Amended Exhibit "B-103";

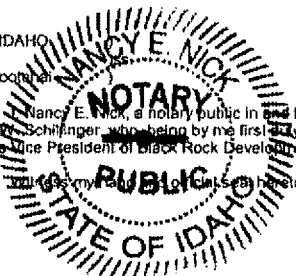
NOW THEREFORE, this Third Amendment to the Second Addendum of the Covenants, Conditions and Restrctions of Black Rock, a Planned Unit Development, shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Third Amendment to the Second Addendum supercedes the Amendment to the Second Addendum previously recorded on November 21st; however this Third Amendment does not take the place of the CC&Rs or the Amendment to the Second Amendment, to the CC&Rs already recorded, except as noted on Amended Exhibit "B-103", and is simply an addition to the same.

DECLARANT

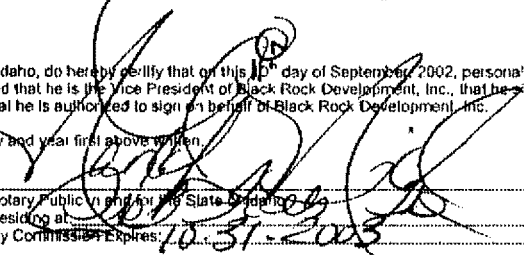
Black Rock Development, Inc.
an Idaho Corporation

By: 
George W. Schillinger

STATE OF IDAHO
County of Kootenai

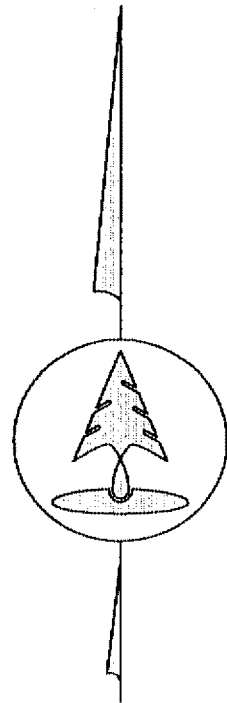
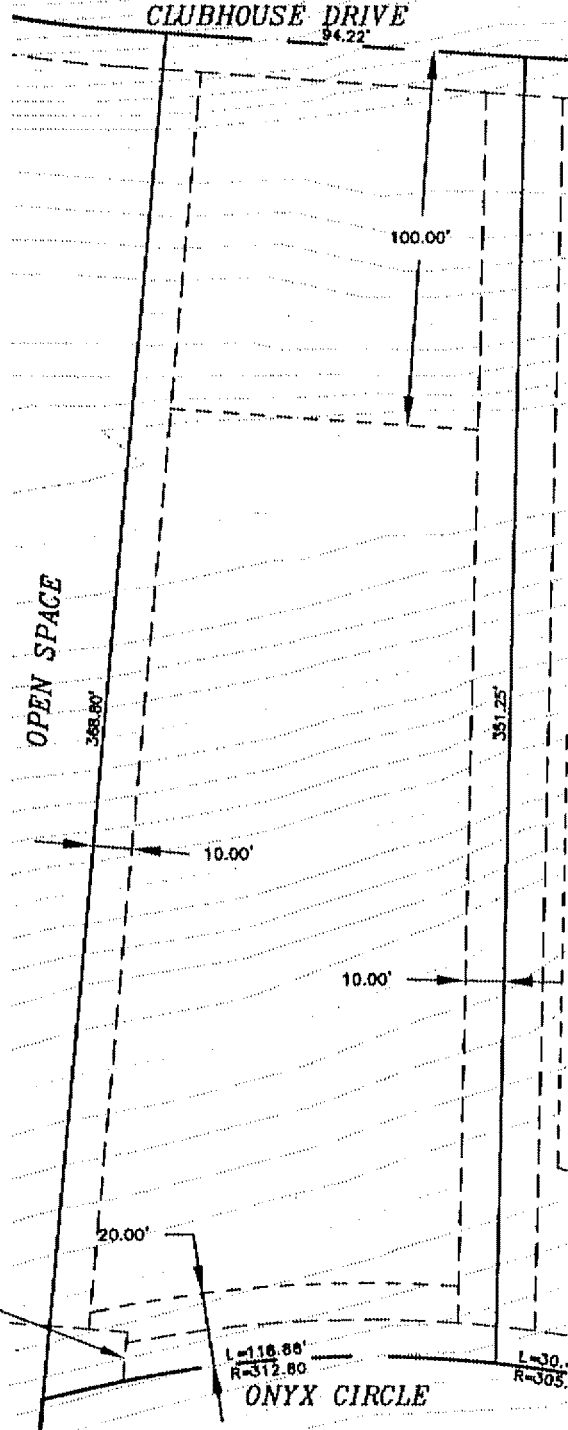


Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 10th day of September, 2002, personally appeared before me George W. Schillinger, who being by me first duly sworn, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as the President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.


Notary Public in and for the State of Idaho
Residing at _____
My Commission Expires 10-31-2005

AMENDED EXHIBIT "B-103"

1752276



TURN-A-ROUND
ACCESS AND UTILITY
EASEMENT

BLACK ROCK REFERENCE: LOT 25
 BLACK ROCK FIRST ADDITION: LOT 1, BLOCK 2
 BLDG. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 20,697 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

ACCESS DENIED TO CLUB HOUSE DRIVE.

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



IN
C
 Inland Northwest Consultants
 ARCHITECT • SURVEYORS • PLANNERS
 629 First Street, Post Falls, Idaho 83854
 (208) 773-8370 • FAX (208) 777-2178
 E-MAIL: Inlandnw@inldink.com

SCALE: 1"=50'

9/11/02

Z:/DATABASE/BLACK ROCK/010D96/DWG/8.5x11 1ST ADD

1755905

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF _____
Black Rock _____

OCT 3 3 50 PM '02

DANIEL J. ENGLISH
[Signature]

FEES SECURITY 12.00



Coeur d'Alene
BLACK ROCK

**SECOND AMENDMENT
TO THE
ADDENDUM TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Second Amendment to the
Addendum to
Covenants, Conditions and Restrictions
of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

The Declarant further caused to be recorded an Addendum to the CC&Rs of Black Rock Planned Unit Development, dated August 8th, 2001 and recorded in the office of the Kootenai County Recorder on August 8th, 2001, as instrument number 1690505.

The Declarant wishes to amend the Addendum to the CC&Rs as follows:

- 1. Exhibits "B-18" and "B-19" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-18"** and **Amended Exhibit "B-19"**;

Attached hereto and incorporated herein by this reference, are **Amended Exhibits "B-18"** and **"B-19"**, Exhibits of Individual Lot Building Setbacks;

NOW THEREFORE, this Second Amendment to the Addendum of the CC&Rs of Black Rock Planned Unit Development shall be recorded and included as a portion of the Addendum and the Amendment to the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development. This Second Amendment to the recorded Addendum and recorded Amendment to the Addendum of the CC&Rs of Black Rock Planned Unit Development and the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development does not take the place of the Addendum the Amendment to the Addendum or the CC&Rs already recorded, and is simply an amendment to the same, as noted above.

DECLARANT

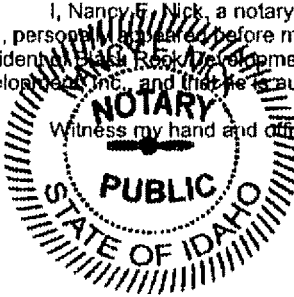
Black Rock Development, Inc.,
an Idaho Corporation

By: _____

George W. Schillinger, Vice President

STATE OF IDAHO)
)ss.
County of Kootenai)

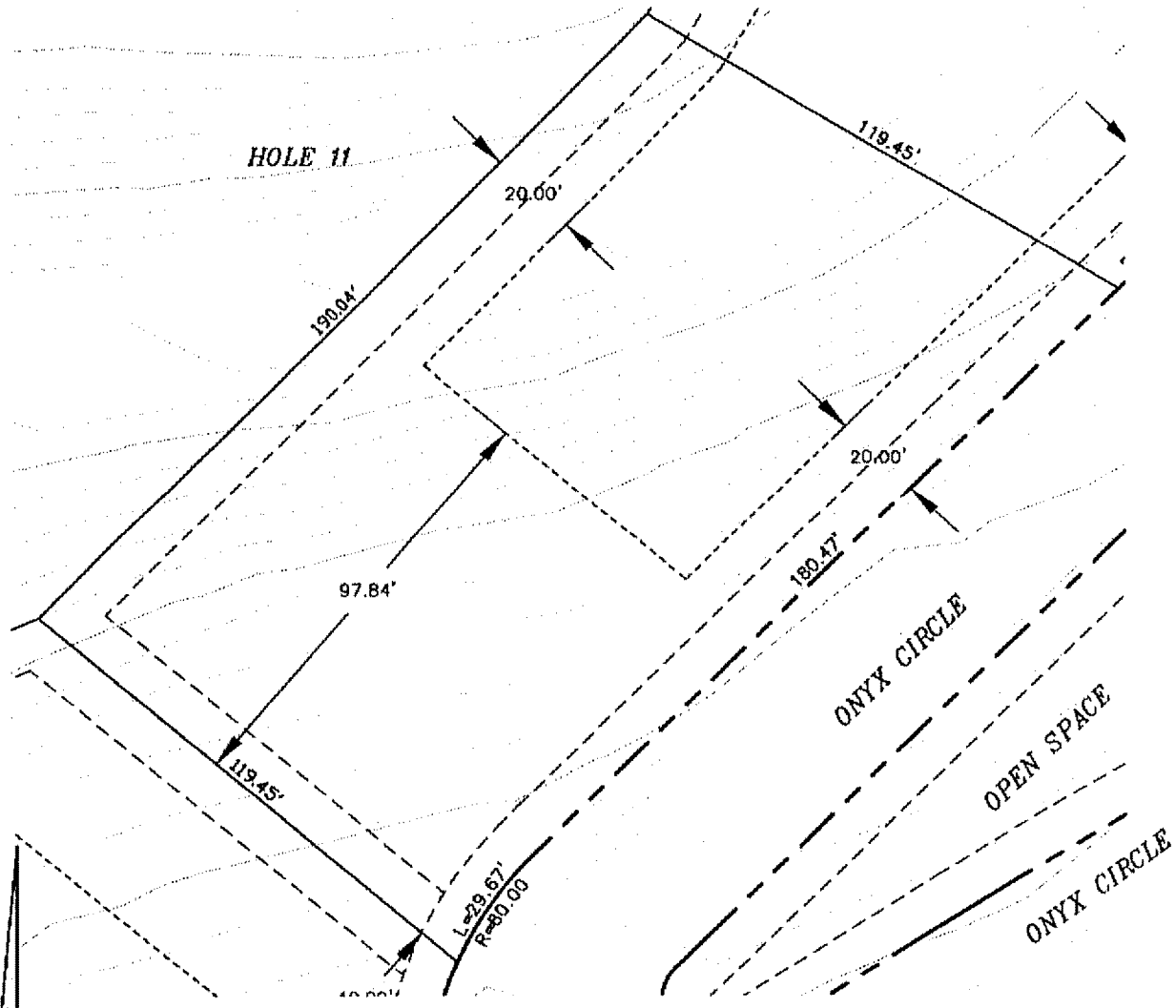
I, Nancy F. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 3rd day of October, 2002, personally appeared before me George W. Schillinger, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.



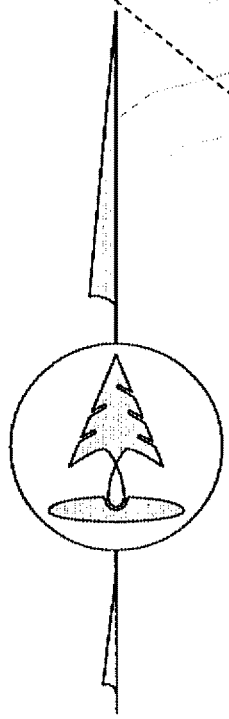
Witness my hand and official seal here to affix the day and year first above written.

Notary Public in and for the State of Idaho
Residing at _____
My Commission Expires: 10-31-2003

1755905



AMENDED EXHIBIT B-18



BLACK ROCK REFERENCE: LOT 35
 PLAT OF BLACK ROCK: LOT 5, BLOCK 11
 BULD. HEIGHT RESTRICTION: 2 STORY
 LOT 35 BUILDING ENVELOPE AREA: 7,676 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

Coeur d'Alene

BLACK ROCK

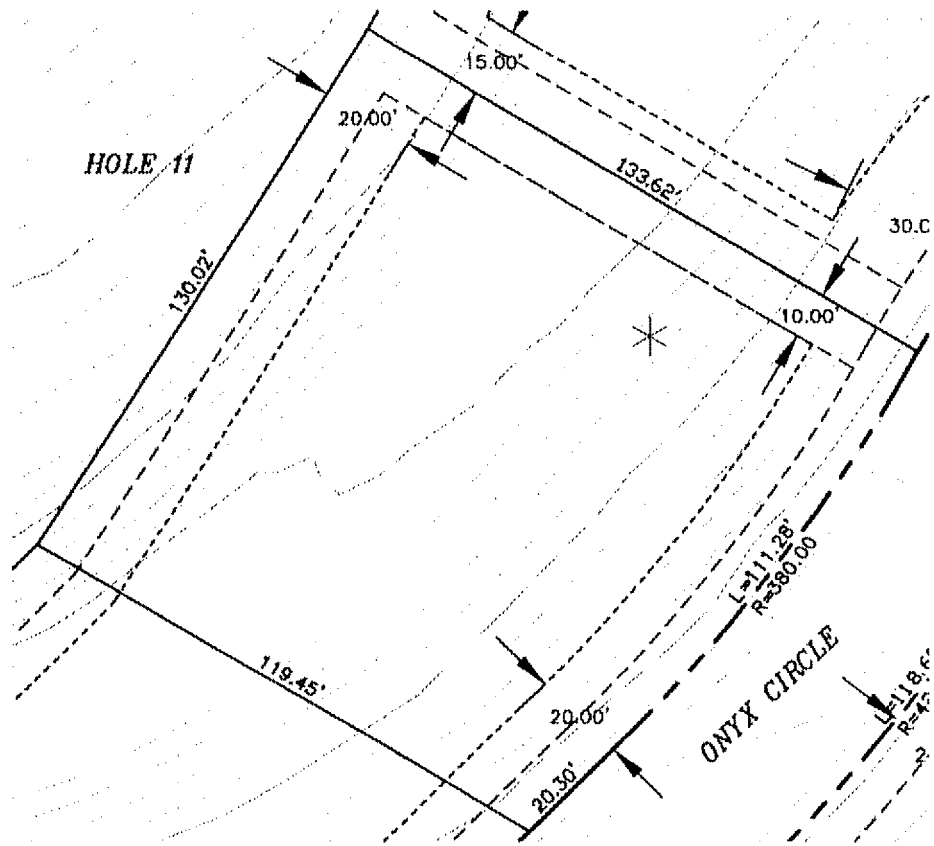

Inland Northwest Consultants, INC.
 ENGINEERS • SURVEYORS • PLANNERS
 620 Post Street, Post Falls, Idaho 83854
 (208) 775-8370 • FAX (208) 777-2128
 E-MAIL: inlandnw@midlink.com

SCALE: 1"=40'

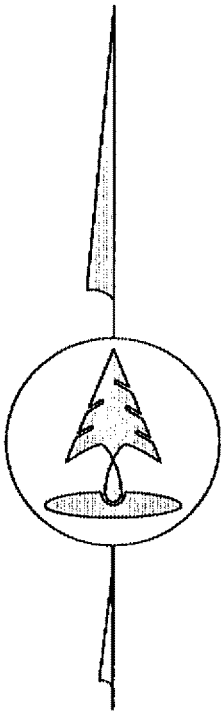
10/02/02

Z:/DATABASE/BLACK ROCK/PF02020/DWG/lot 35-36 8.5x11

1755905



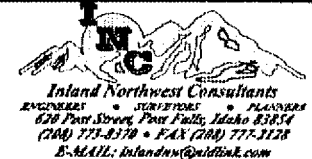
AMENDED EXHIBIT B-19



BLACK ROCK REFERENCE: LOT 36
 PLAT OF BLACK ROCK: LOT 6, BLOCK 11
 BULD. HEIGHT RESTRICTION: 2 STORY
 LOT 36 BUILDING ENVELOPE AREA: 10,740 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1" = 40'

10/02/02

Z:/DATABASE/BLACK ROCK/PFO2020/DWG/lot 35-36 8.5x11

1768918

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Black Rock

2002 DEC 10 P 3:46

DANIEL J. ENGLISH
D. English
DEPUTY
FEES 9.00



Coeur d'Alene
BLACK ROCK

**SECOND AMENDMENT
TO THE
THIRD ADDENDUM TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS**

1768918

**Second Amendment to the Third Addendum to
Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded a Third Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated February 6, 2002 and recorded in the office of the Kootenai County Recorder on March 12, 2002 as instrument number 1722879.

Said Addendum referenced attached Exhibits "B-117" through "B-172", Exhibits of Individual Lot Building Setbacks.

The Declarant wishes to amend the Third Addendum to the CC&Rs as follows:

- 1. Exhibit "B-156" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-156"**;

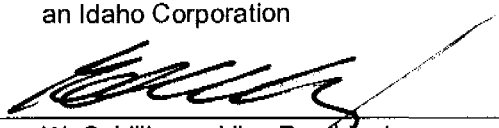
Attached hereto and incorporated herein by this reference, is **Amended Exhibit "B-156"**, Exhibits of Individual Lot Building Setbacks.

NOW THEREFORE, this Second Amendment to the Third Addendum of the CC&Rs of Black Rock Planned Unit Development shall be recorded and included as a portion of the Third Addendum to the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development. This Second Amendment to the recorded Third Addendum of the CC&Rs of Black Rock Planned Unit Development and the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development does not take the place of the Third Addendum or the CC&Rs already recorded, and is simply an amendment to the same, as noted above.

Dated this 9 day of December, 2002.

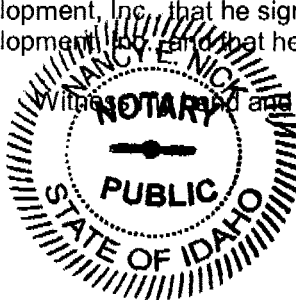
DECLARANT

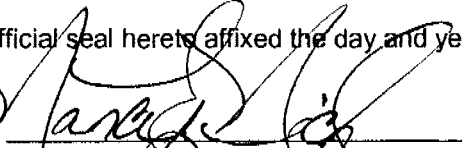
Black Rock Development, Inc.,
an Idaho Corporation

By: 
George W. Schillinger, Vice President

STATE OF IDAHO)
)ss.
County of Kootenai)

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 9th day of December, 2002, personally appeared before me George W. Schillinger, who, being by me first duly sworn, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.



With my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Idaho
Residing at: 1007 Falls Dr
My Commission Expires: 10-31-2003

1803139

STATE OF IDAHO
COUNTY OF KOOTENAI

AT THE REQUEST OF Black Rock Development

2003 MAY 28 A 10:30

DANIEL J. ENGLISH DE

FEEES DEPUTY 165.00
55.00



Coeur d'Alene
BLACK ROCK

FIFTH ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS

1803139
**Fifth Addendum to the Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

The Declarant further caused to be recorded an Addendum, a Second Addendum, Amendment to the Second Addendum, Third Addendum, Fourth Addendum, Amendment to the Addendum, and an Amendment to the Third Addendum, to the CC&Rs of Black Rock Planned Unit Development, dated August 8th, November 13th, November 21st, 2001, February 6th, 2002, April 23, 2002, May 14, 2002 and August 13th, 2002 respectively, and recorded in the office of the Kootenai County Recorder on August 8th, November 13th and November 21st, of 2001 and March 12th, May 1st, May 15th and August 14th of 2002, respectively, as instrument numbers 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, and 1747017 respectively.

Attached hereto and incorporated herein by this reference, are **Exhibits "B-199"** through **"B-251"**, Exhibits of Individual Lot Building Setbacks for Black Rock Fourth Addition, recorded in the Office of the Kootenai County Recorder in Book II, Page(s) 401 ABCDE as instrument number 1003138.

NOW THEREFORE, this Fifth Addendum shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Fifth Addendum to the recorded CC&Rs and to the Addendum, Second Addendum, Amendment to the Second Addendum, Third Addendum, Fourth Addendum, Amendment to the Addendum, and Amendment to the Third Addendum to the CC&Rs does not take the place of the CC&Rs and the Addendums and Amendments to the CC&Rs already recorded, and is simply an addition to the same.

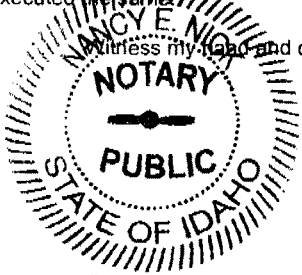
DECLARANT

Black Rock Development, Inc.
an Idaho Corporation

By: [Signature]
George W. Schillinger, Vice President

STATE OF IDAHO)
)ss.
County of Kootenai)

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 19th day of May, 2003, personally appeared before me George W. Schillinger, who, being by me first duly sworn, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as Vice President of Black Rock Development, Inc., that he is authorized to sign on behalf of Black Rock Development, Inc, and that said company executed the same.



Witness my hand and official seal hereto affixed the day and year first above written

[Signature]
Notary Public in and for the State of Idaho
Residing at: 5017 Falls ID
My Commission Expires: 10-31-2003

1803139

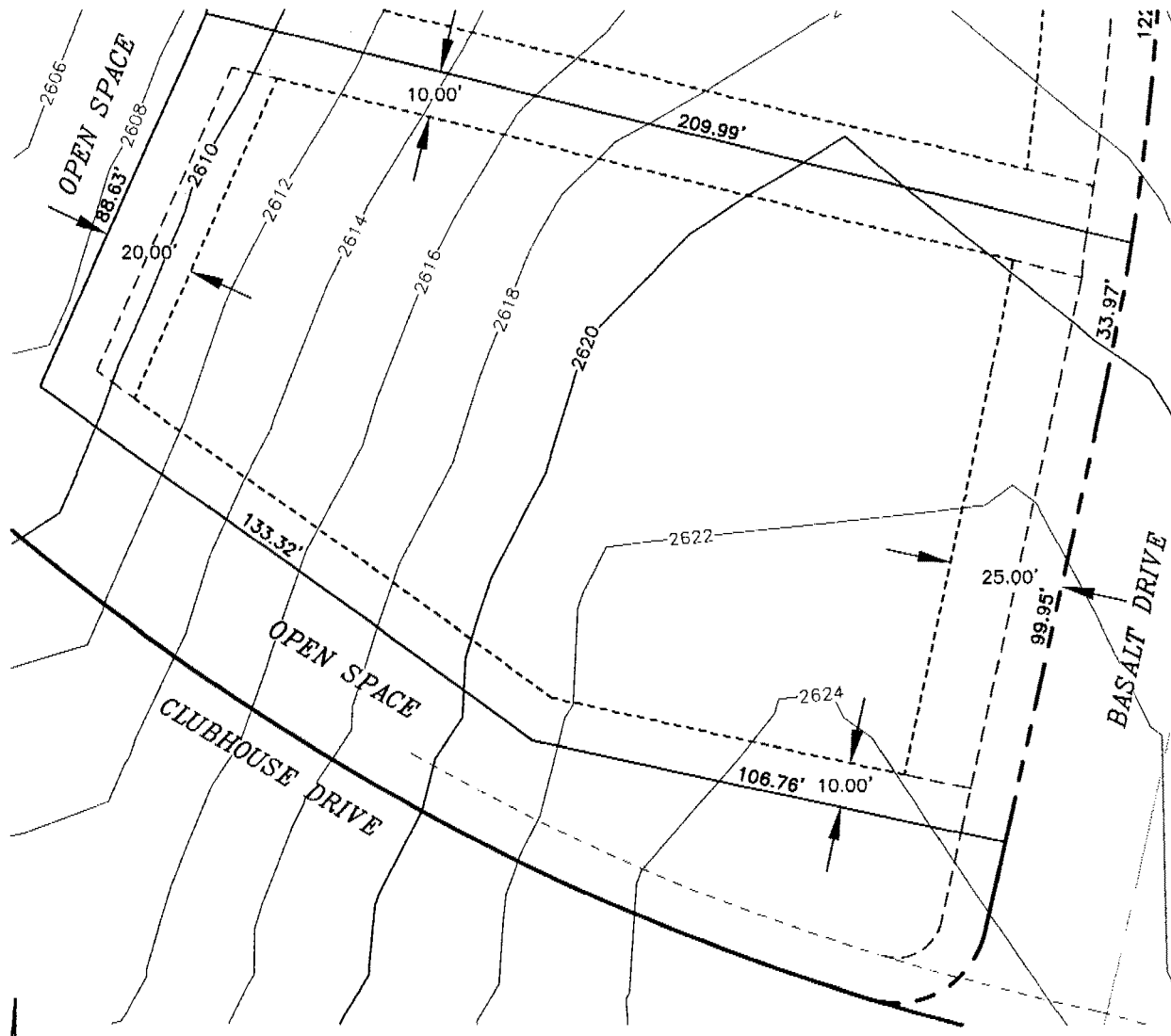
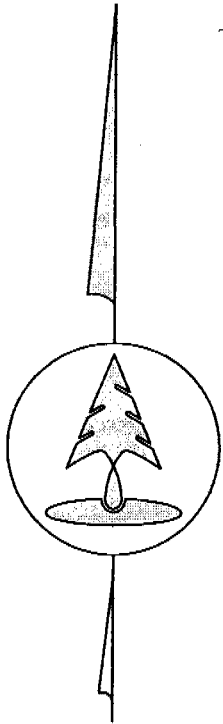


EXHIBIT 199

BLACK ROCK REFERENCE:	LOT 207	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 1, BLOCK 1	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	18,549 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Coeur d'Alene
BLACK ROCK

Inland Northwest Consultants
 ENGINEERS • SURVEYORS • PLANNERS
 620 Post Street, Post Falls, Idaho 83854
 (208) 773-8370 • FAX (208) 777-2128
 E-MAIL: inlandnw@midlink.com

Z:/DATABASE/BLACK ROCK/PFO2026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

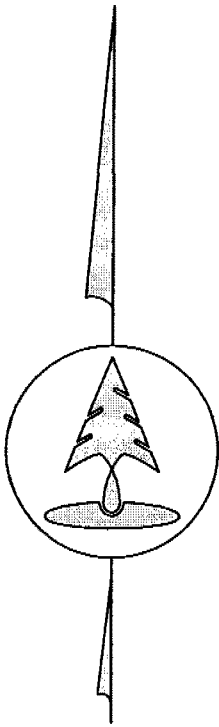
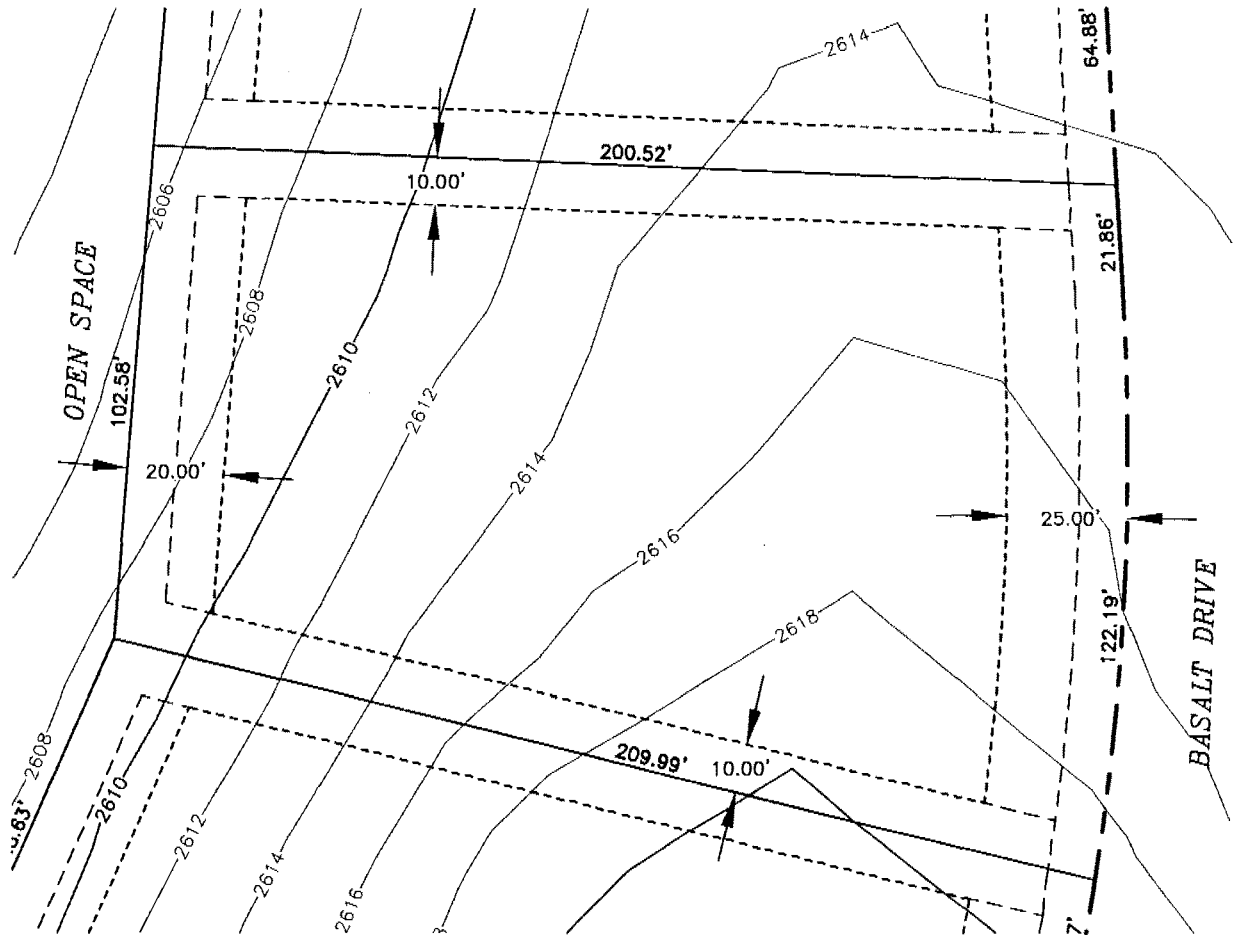


EXHIBIT 200

BLACK ROCK REFERENCE:	LOT 208	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 2, BLOCK 1	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	16,602 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



Cosur d'Alena
BLACK ROCK

Inland Northwest Consultants
 ENGINEERS • SURVEYORS • PLANNERS
 620 Post Street, Post Falls, Idaho 83854
 (208) 773-3370 • FAX (208) 777-2128
 E-MAIL: inlandnw@midlink.com

SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

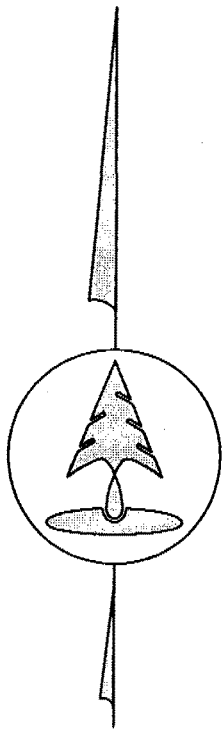
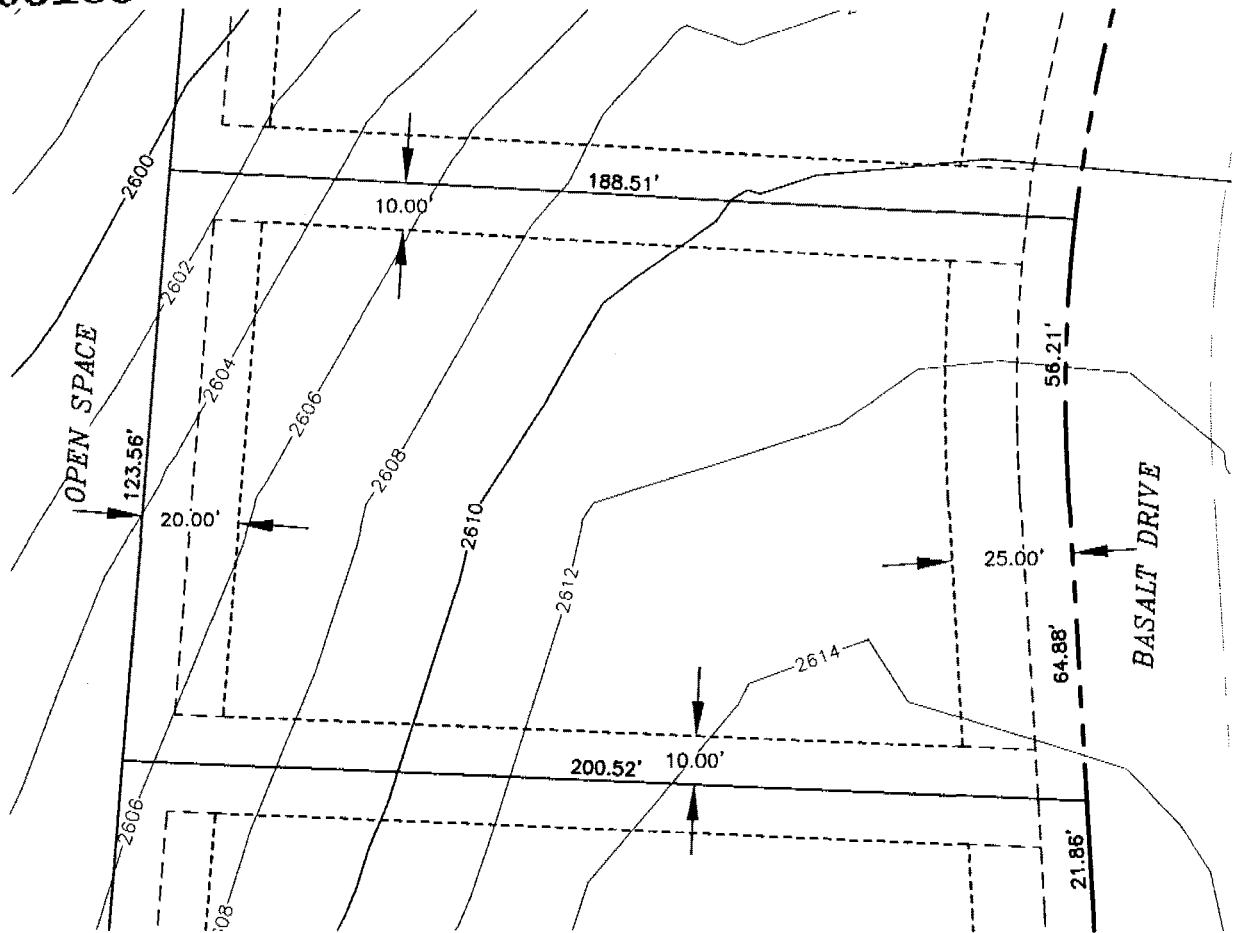


EXHIBIT 201

BLACK ROCK REFERENCE: LOT 209	----- BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION: LOT 3, BLOCK 1	----- EASEMENT LINE
BULD. HEIGHT RESTRICTION: 2 STORY	----- RIGHT-OF-WAY
BUILDING ENVELOPE AREA: 15,061 sf	

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

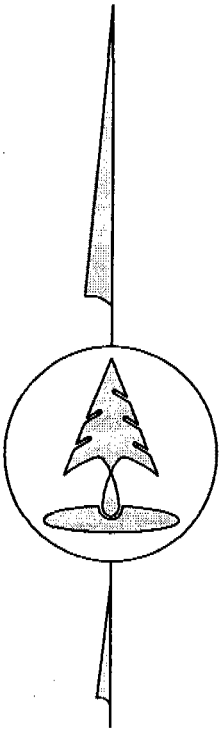
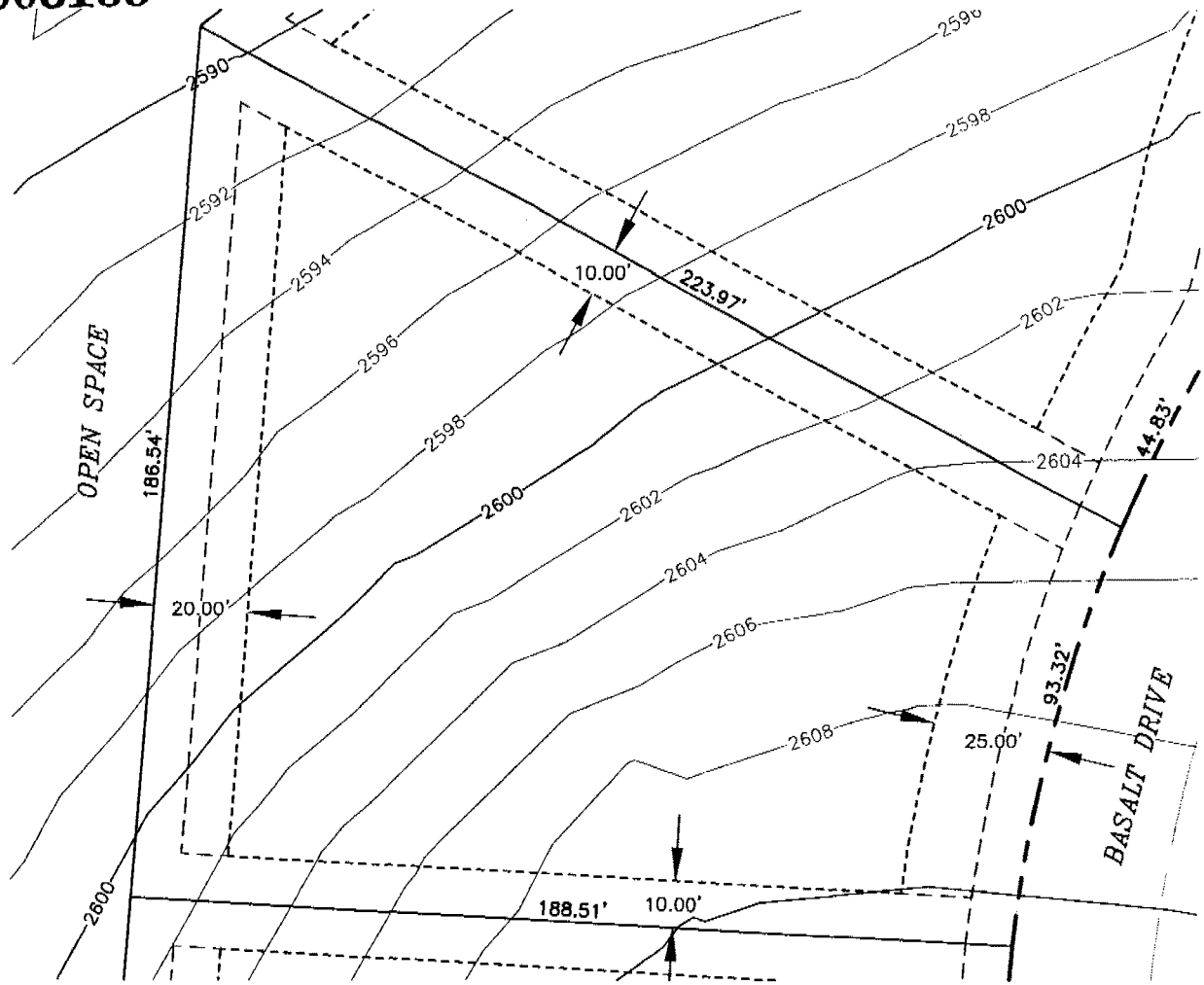


EXHIBIT 202

BLACK ROCK REFERENCE:	LOT 210	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 4, BLOCK 1	- . - . - . - . - . - . - . - .	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	18,180 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

05/08/03

Coeur d'Alene

BLACK ROCK


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Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

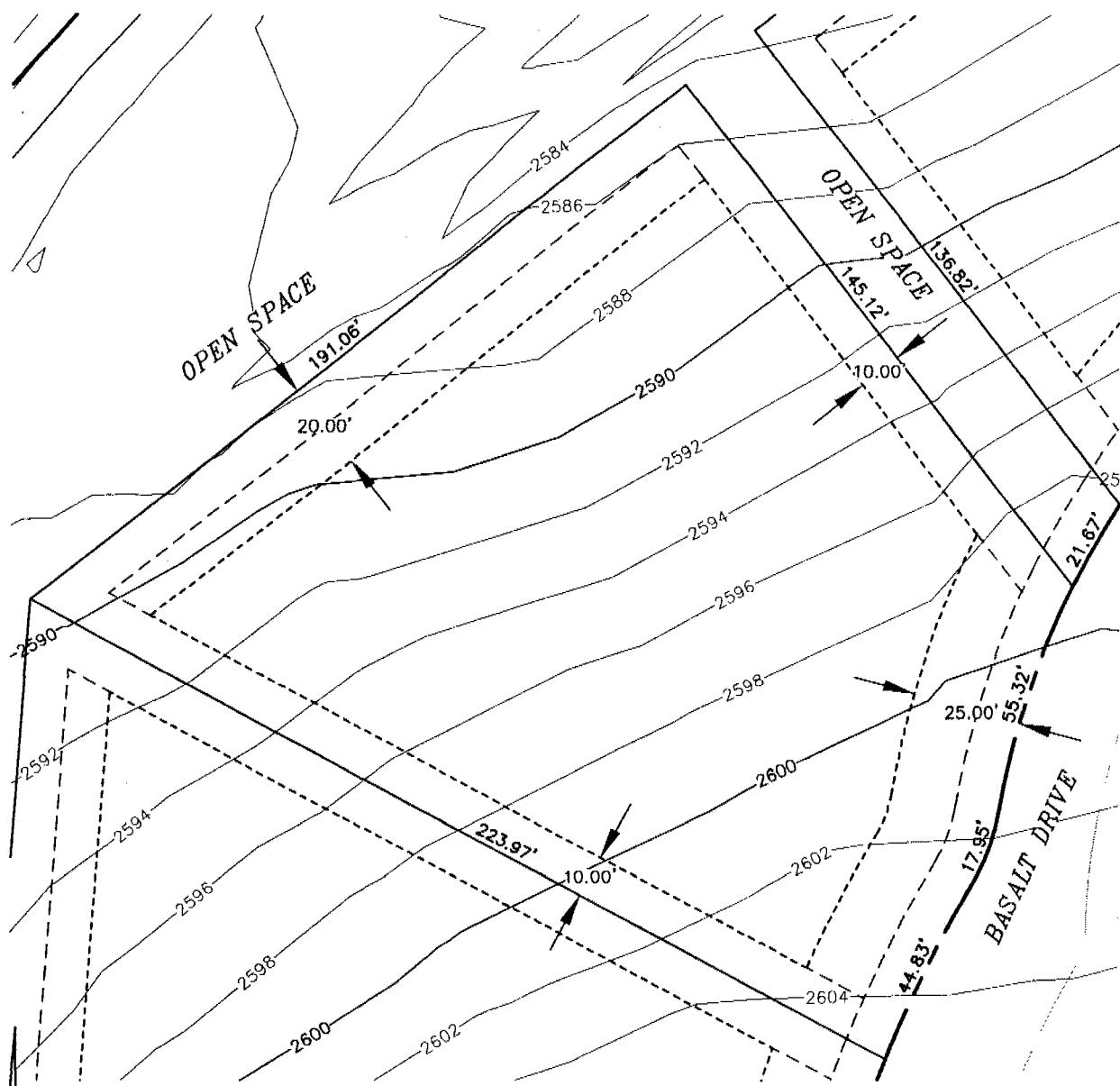
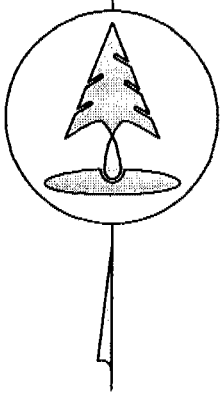


EXHIBIT 203

BLACK ROCK REFERENCE:	LOT 211	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 5, BLOCK 1	- - - - -	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	— — — — —	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	17,512 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

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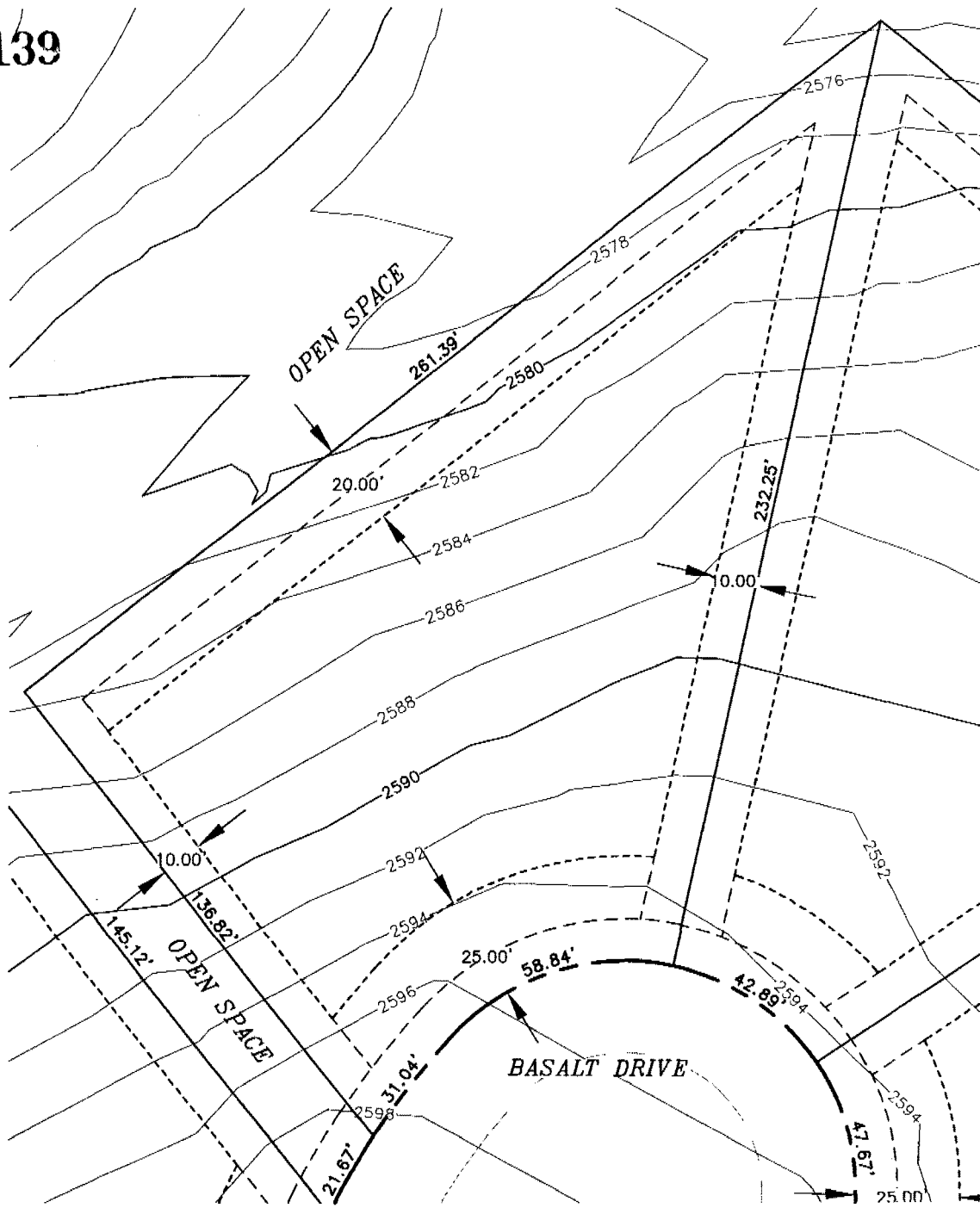
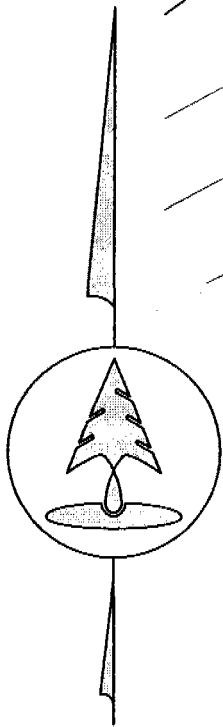


EXHIBIT 204

BLACK ROCK REFERENCE:	LOT 212	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 1, BLOCK 2	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	14,159 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

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Z:/DATABASE/BLACK ROCK/PFO2026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

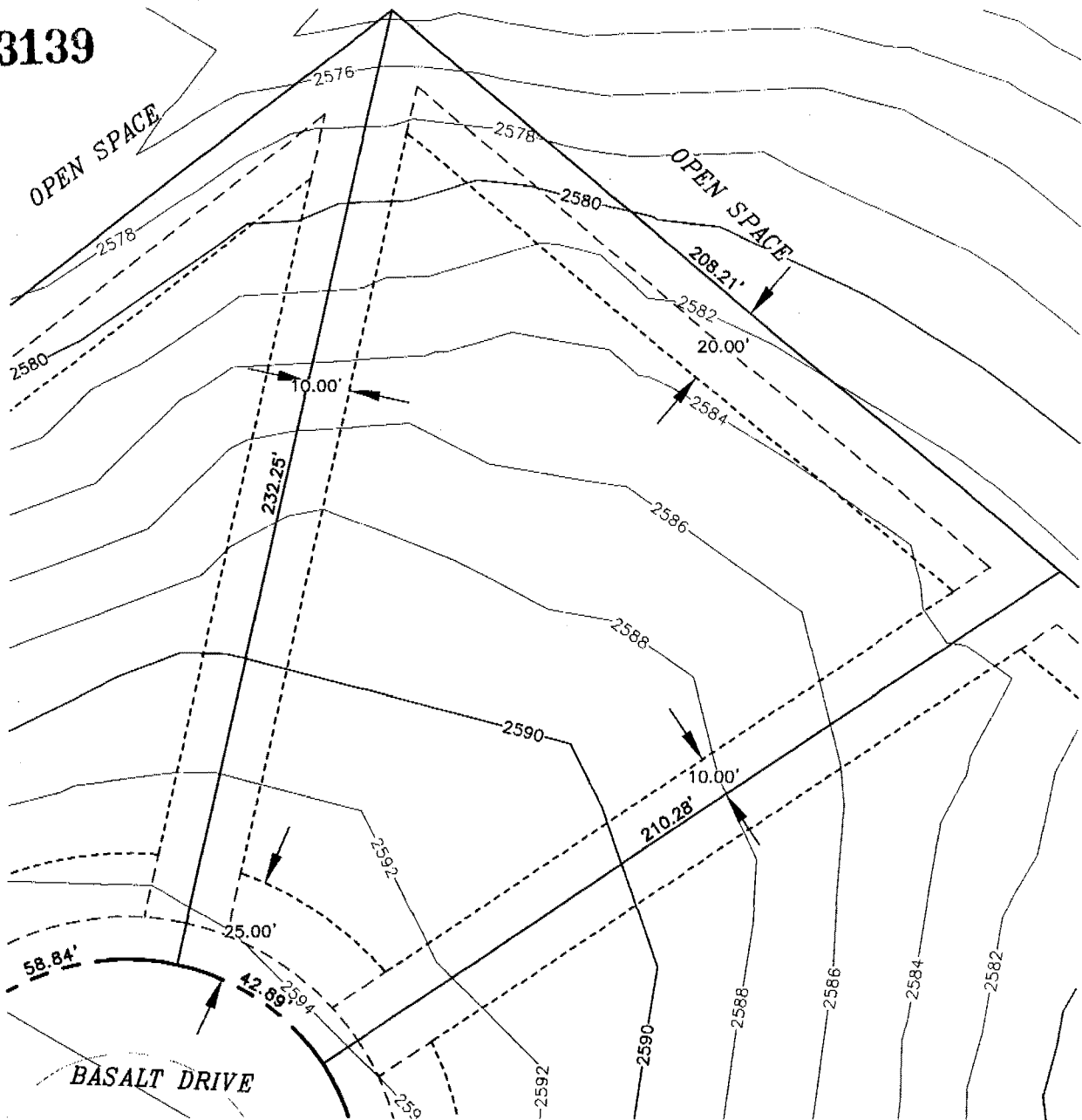
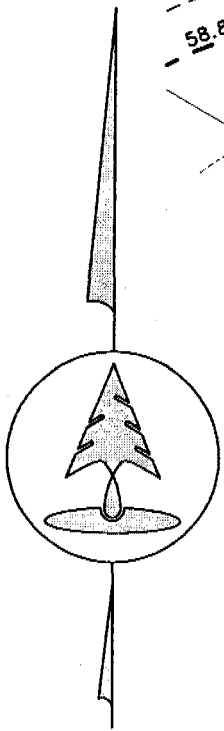


EXHIBIT 205

BLACK ROCK REFERENCE:	LOT 213	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 2, BLOCK 2	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	16,635 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

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Z:/DATABASE/BLACK ROCK/PFD2026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

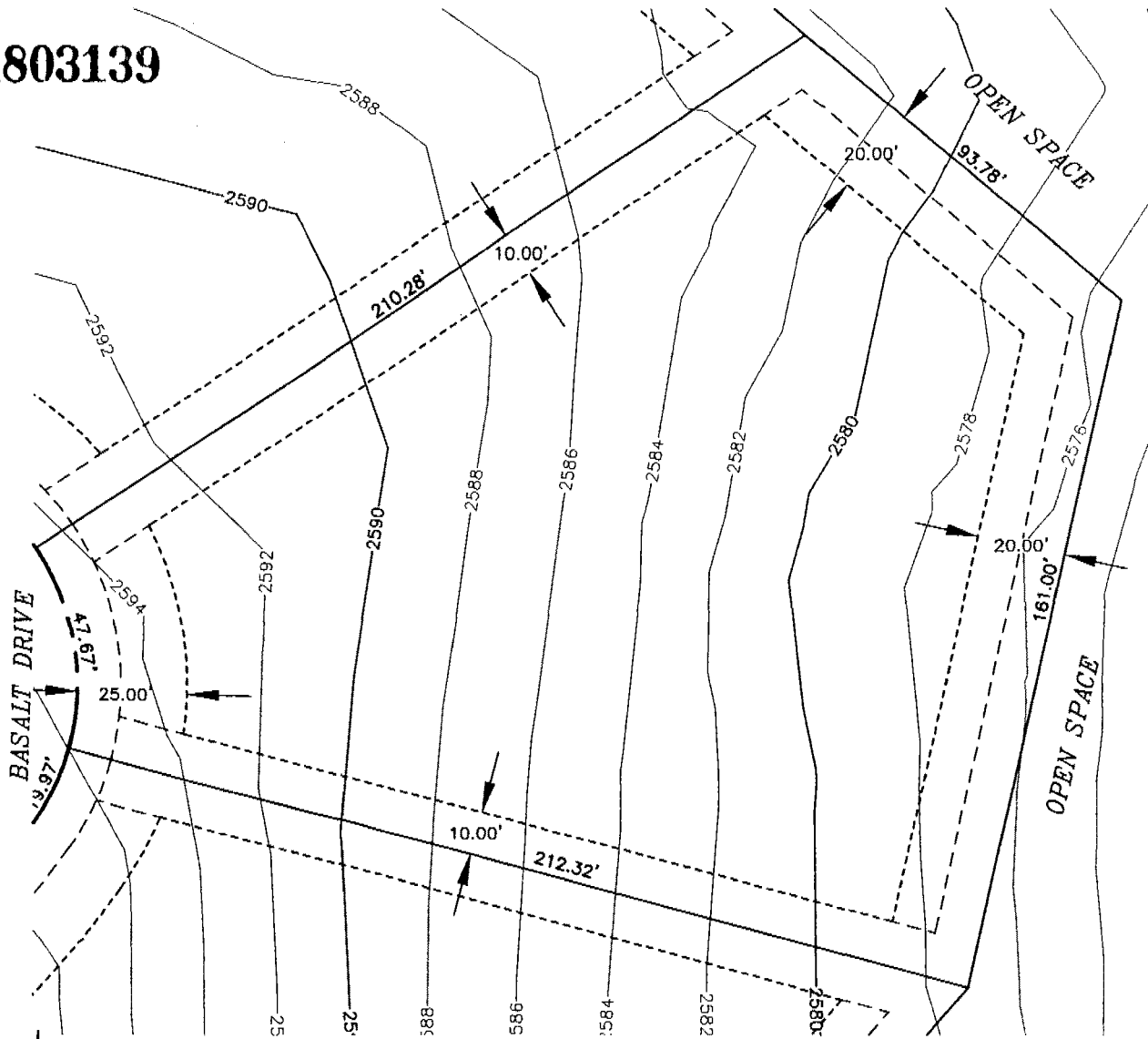
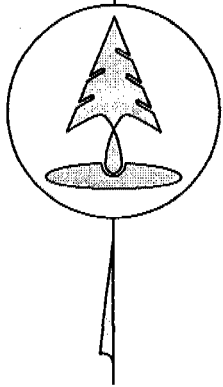


EXHIBIT 206

BLACK ROCK REFERENCE:	LOT 214	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 3, BLOCK 2	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	22,527 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

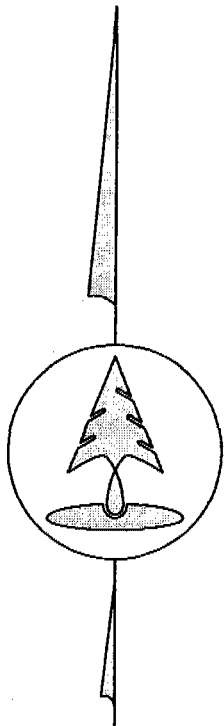
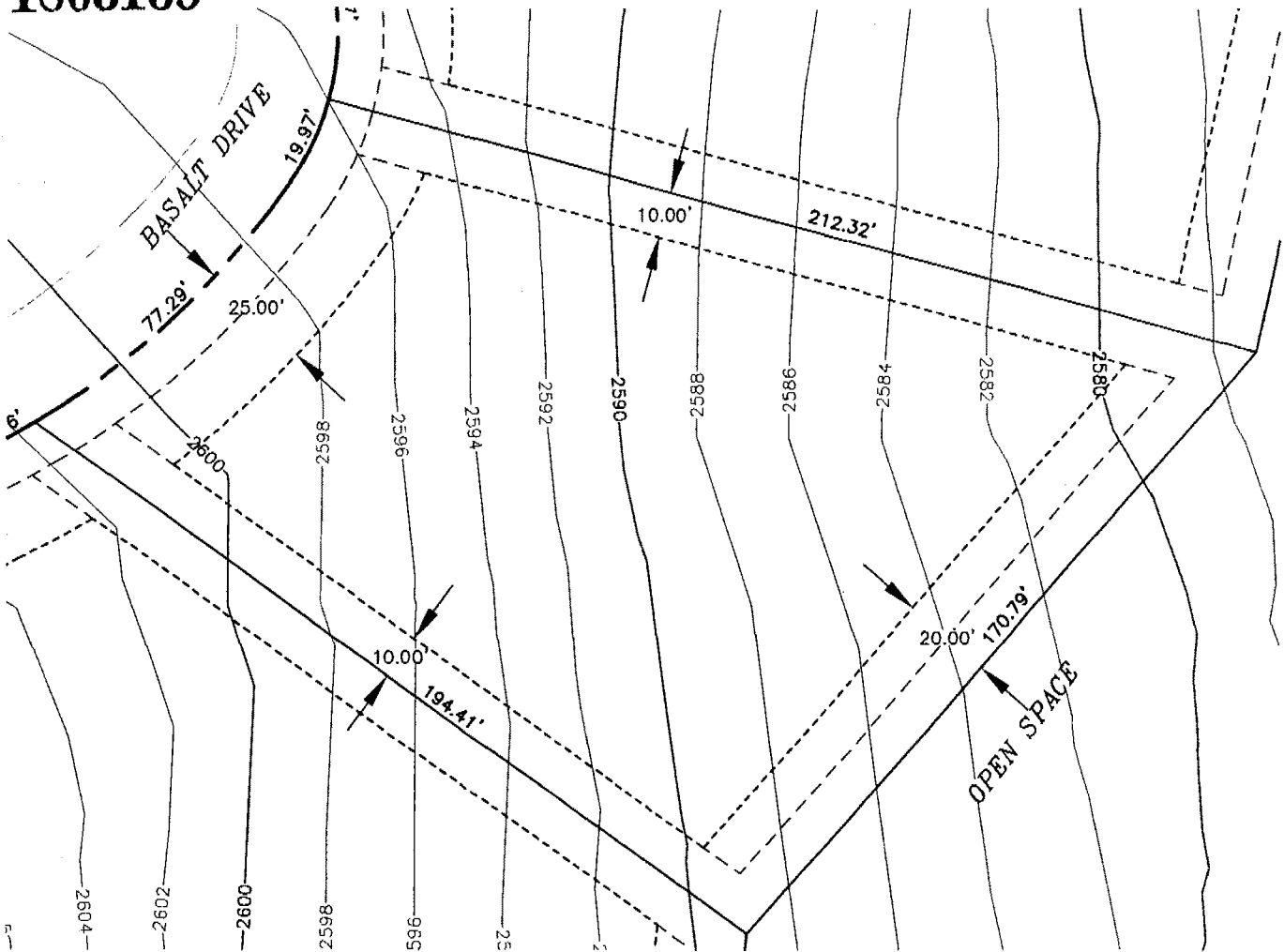


EXHIBIT 207

BLACK ROCK REFERENCE:	LOT 215	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 4, BLOCK 2	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	16,050 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

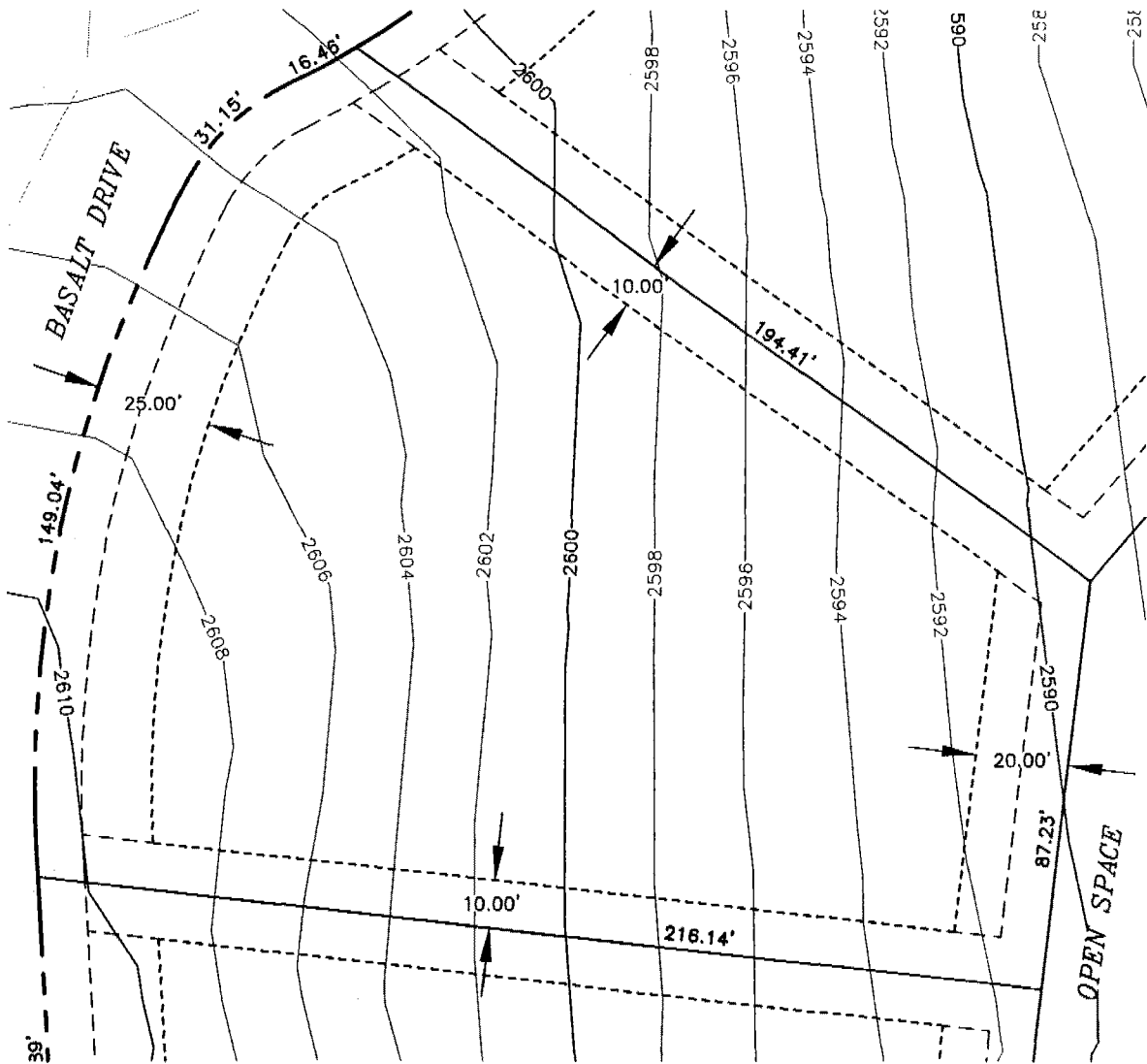
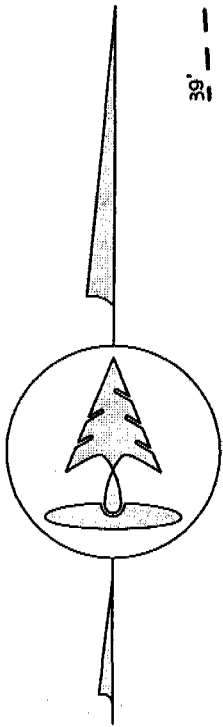


EXHIBIT 208

BLACK ROCK REFERENCE:	LOT 216	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 5, BLOCK 2	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	20,713 sf		

A TEN FOOT ORAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

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Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

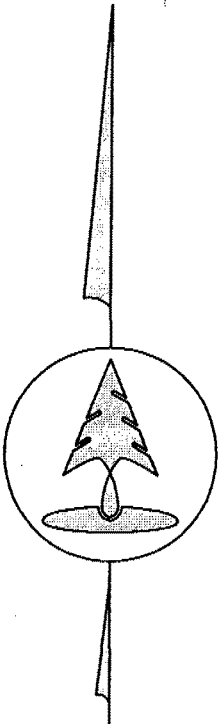
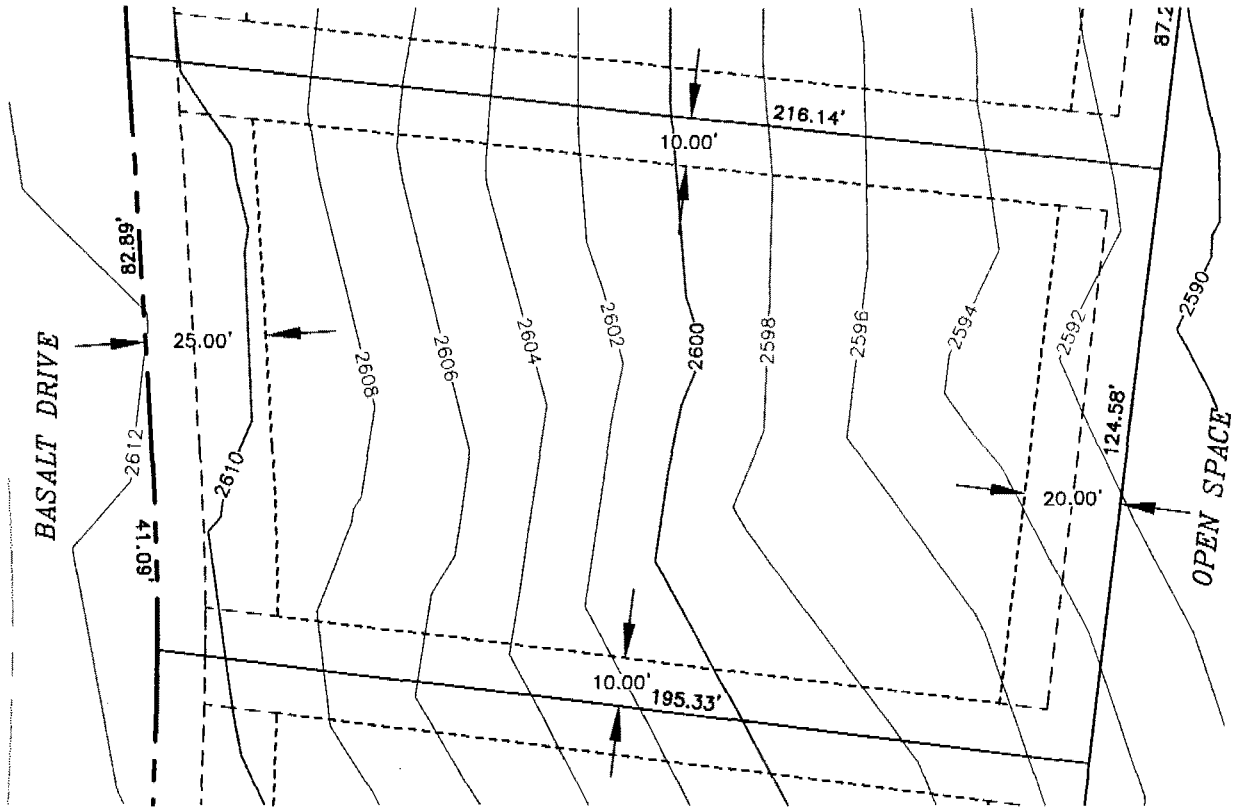


EXHIBIT 209

BLACK ROCK REFERENCE:	LOT 217	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 6, BLOCK 2	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	16,529 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

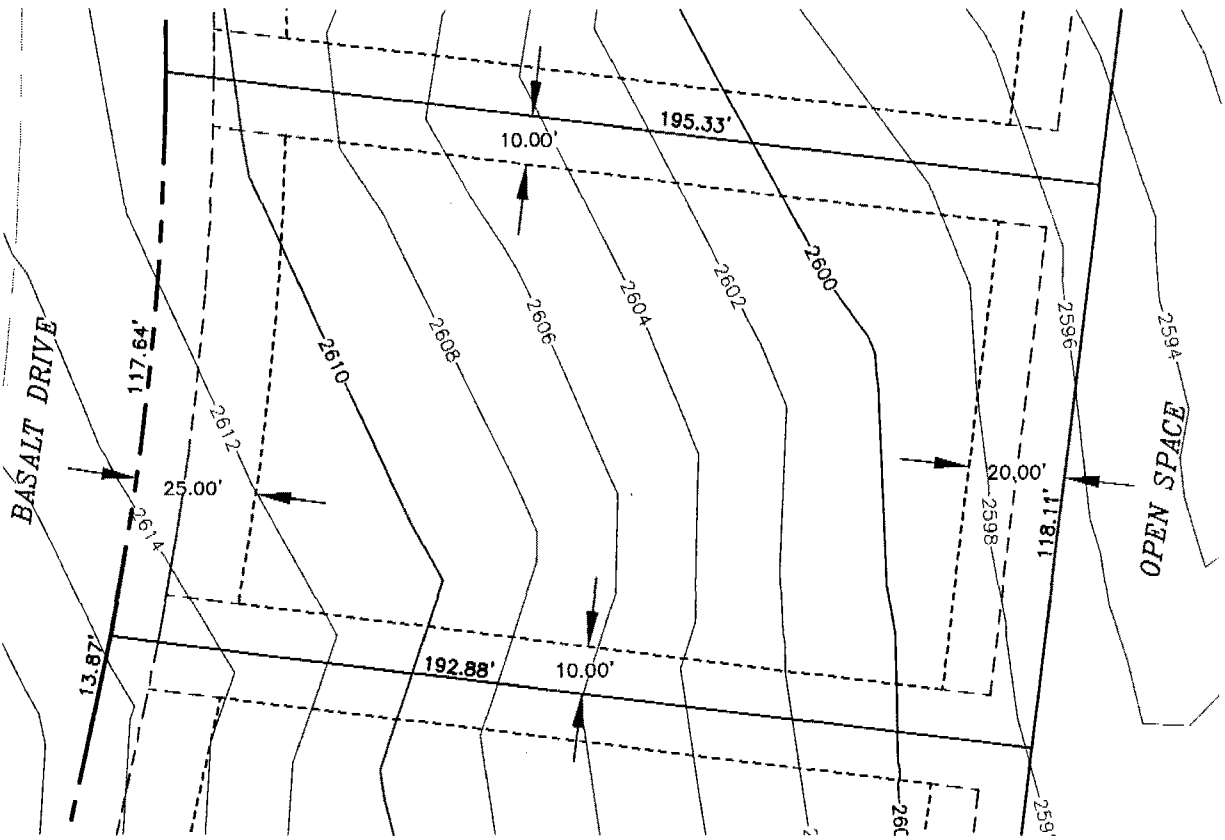
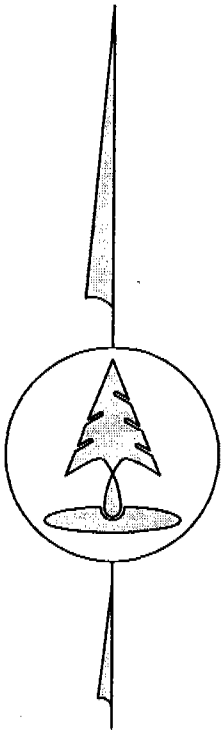


EXHIBIT 210

BLACK ROCK REFERENCE:	LOT 218	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 7, BLOCK 2	- - - - -	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	— — — — —	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	14,370 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

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Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

1803139

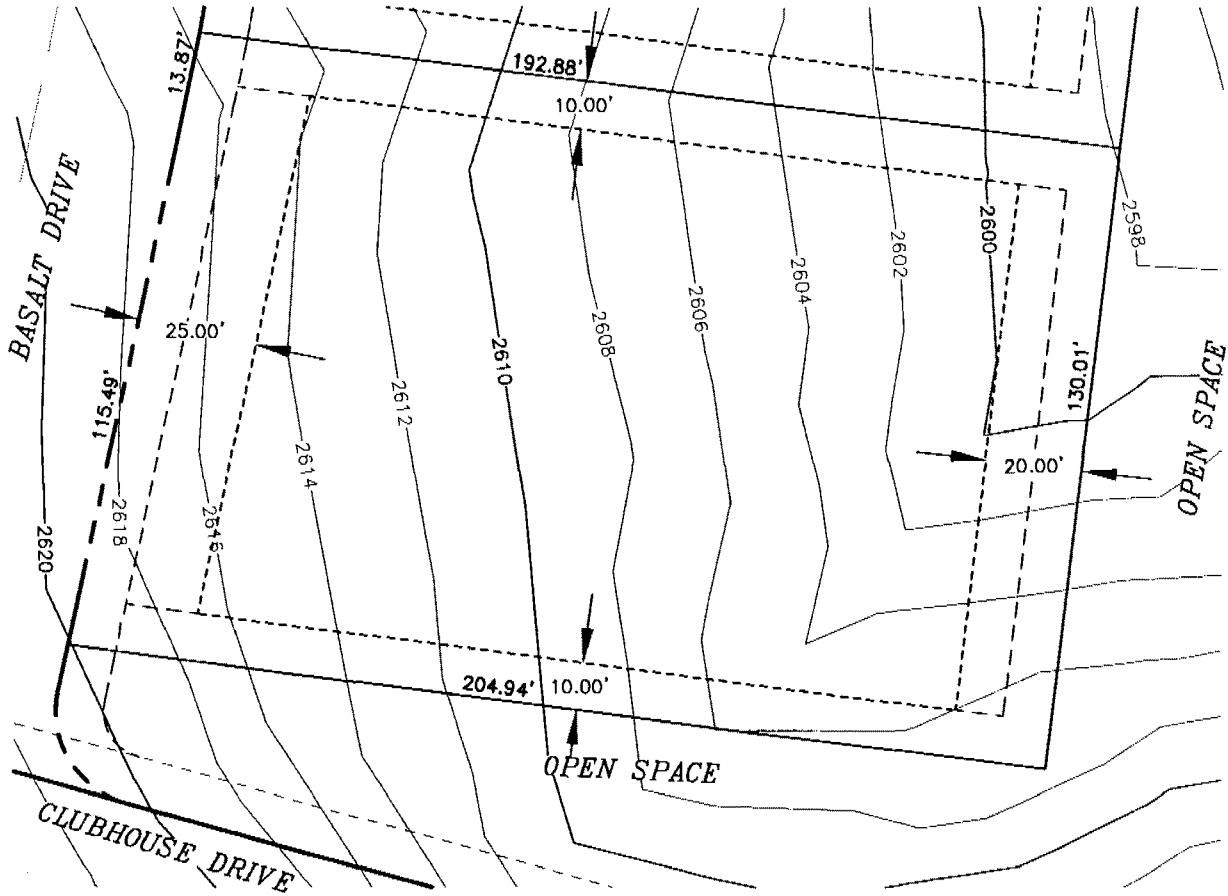
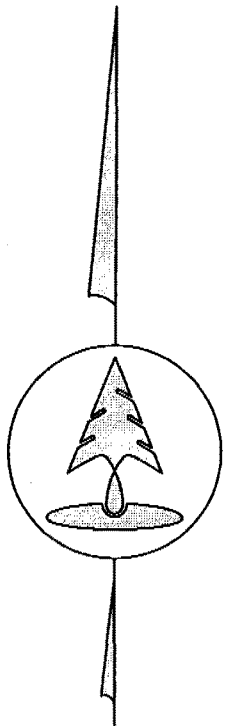


EXHIBIT 211

- BLACK ROCK REFERENCE: LOT 219
- BLACK ROCK 4TH ADDITION: LOT 8, BLOCK 2
- BULD. HEIGHT RESTRICTION: 2 STORY
- BUILDING ENVELOPE AREA: 18,829 sf
- BUILDING ENVELOPE
- EASEMENT LINE
- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

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Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 1-2 lot 8.5x1

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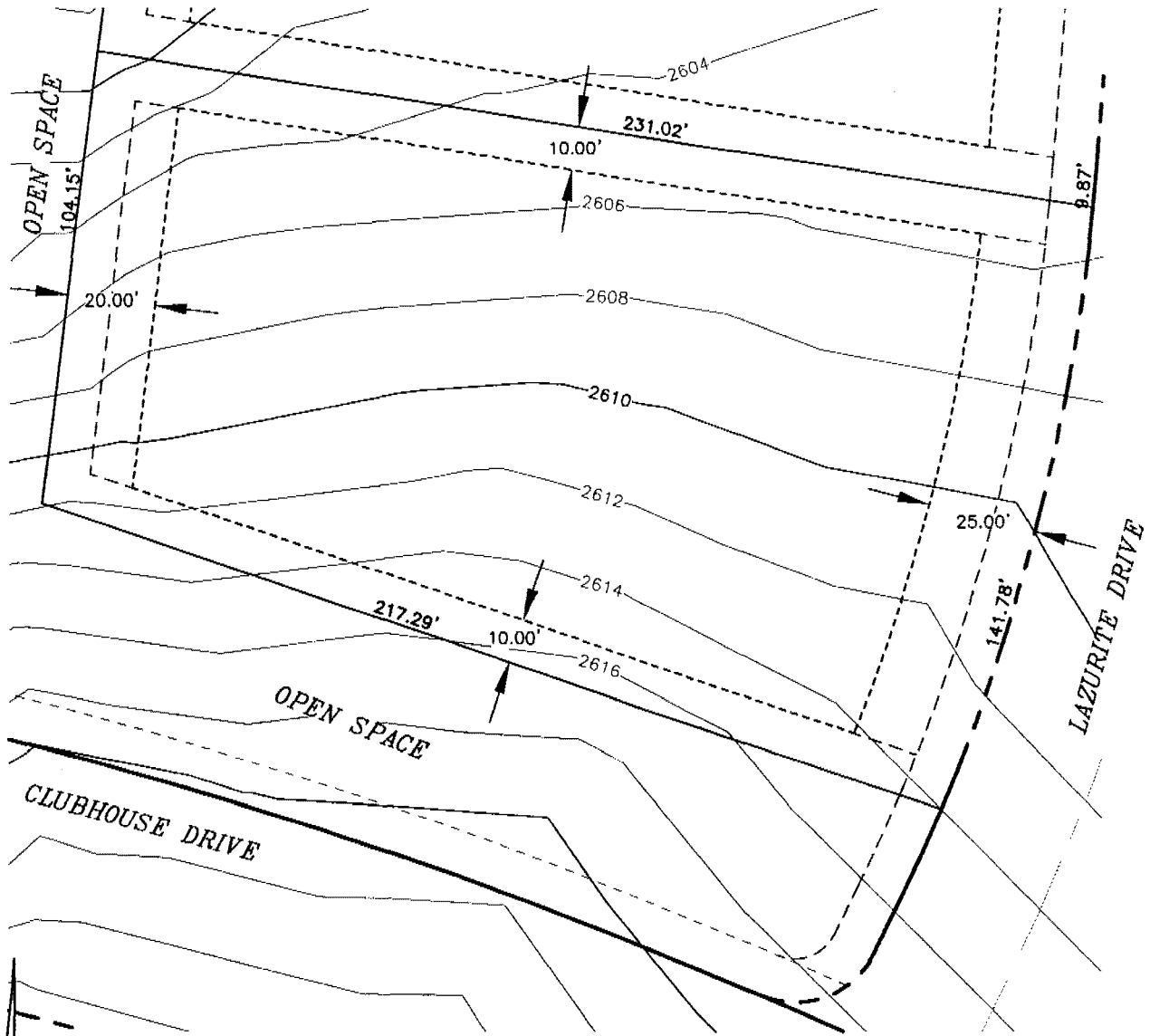
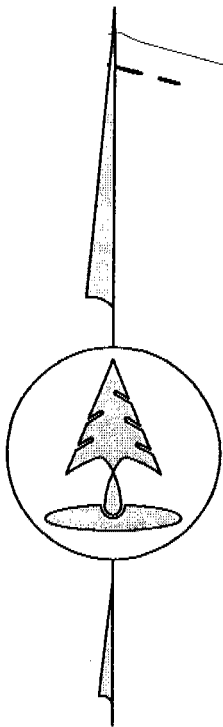


EXHIBIT 212

BLACK ROCK REFERENCE:	LOT 220	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 1, BLOCK 3	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	- . - . - .	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	18,619 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

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BLACK ROCK

Z:/DATABASE/BLACK ROCK/PFO2026/DWG/4TH ADD BL 3-4 lot 8.5x1

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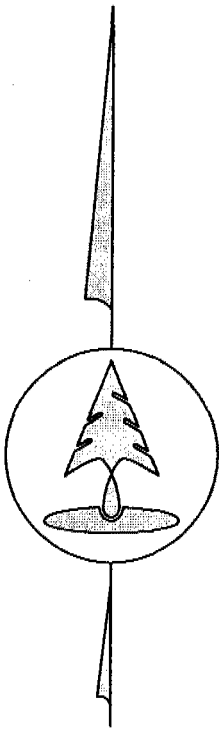
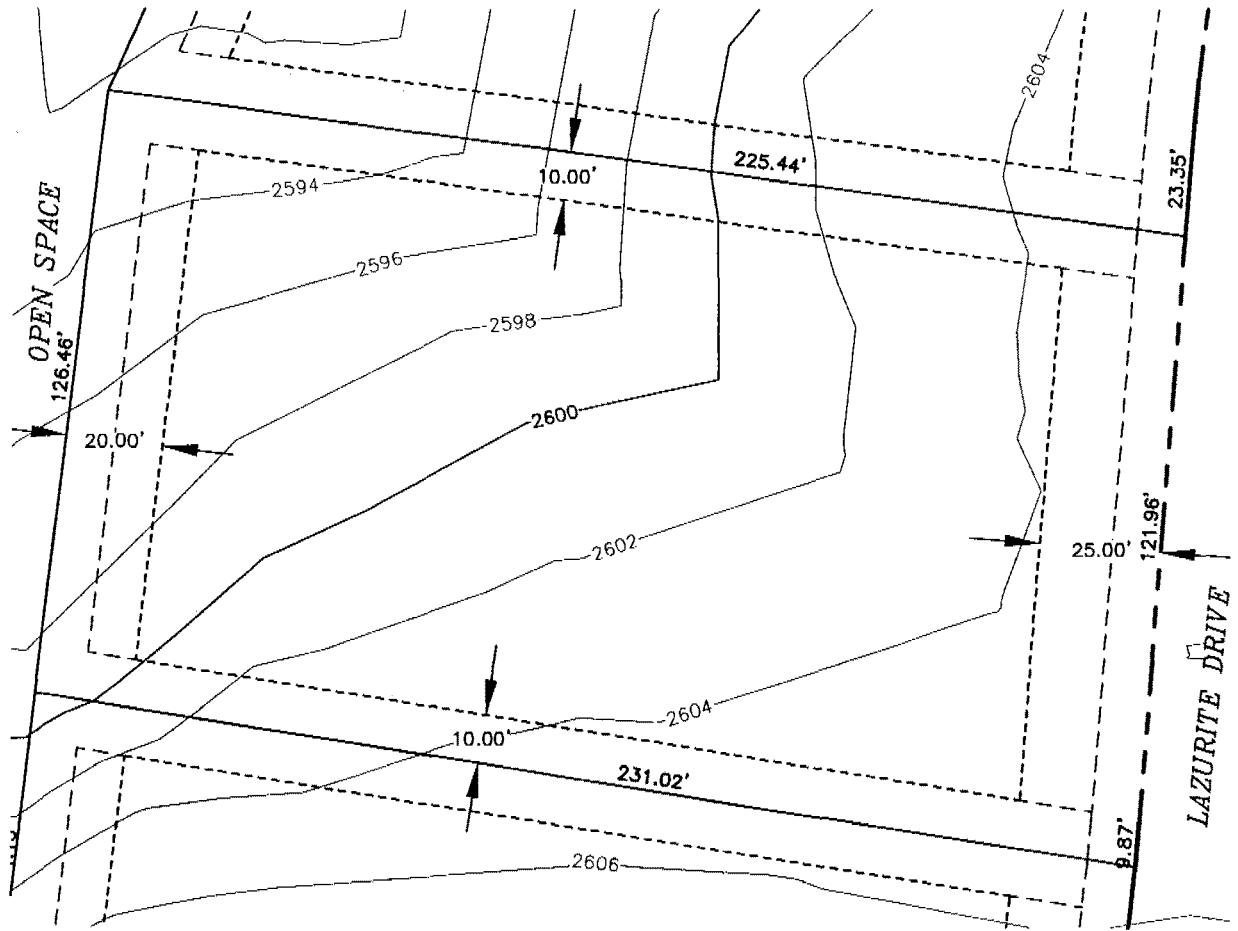


EXHIBIT 213

BLACK ROCK REFERENCE: LOT 221
 BLACK ROCK 4TH ADDITION: LOT 2, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 19,950 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

05/08/03



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BLACK ROCK

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Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot 8.5x1

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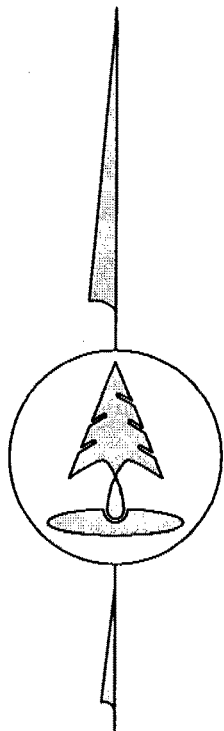
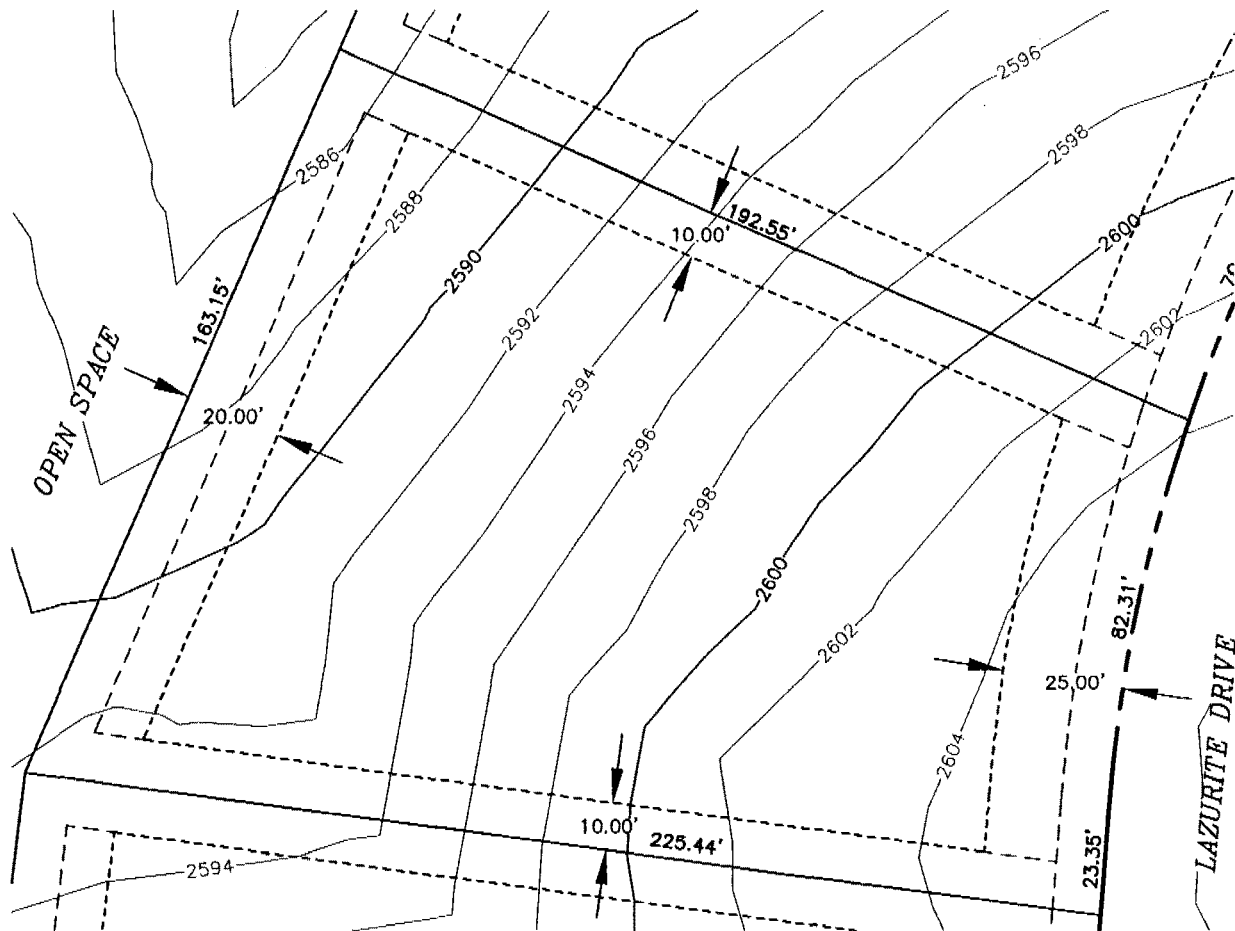


EXHIBIT 214

BLACK ROCK REFERENCE:	LOT 222	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 3, BLOCK 3	- - - - -	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	— — — — —	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	18,117 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

05/08/03



Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot 8.5x1

1803139

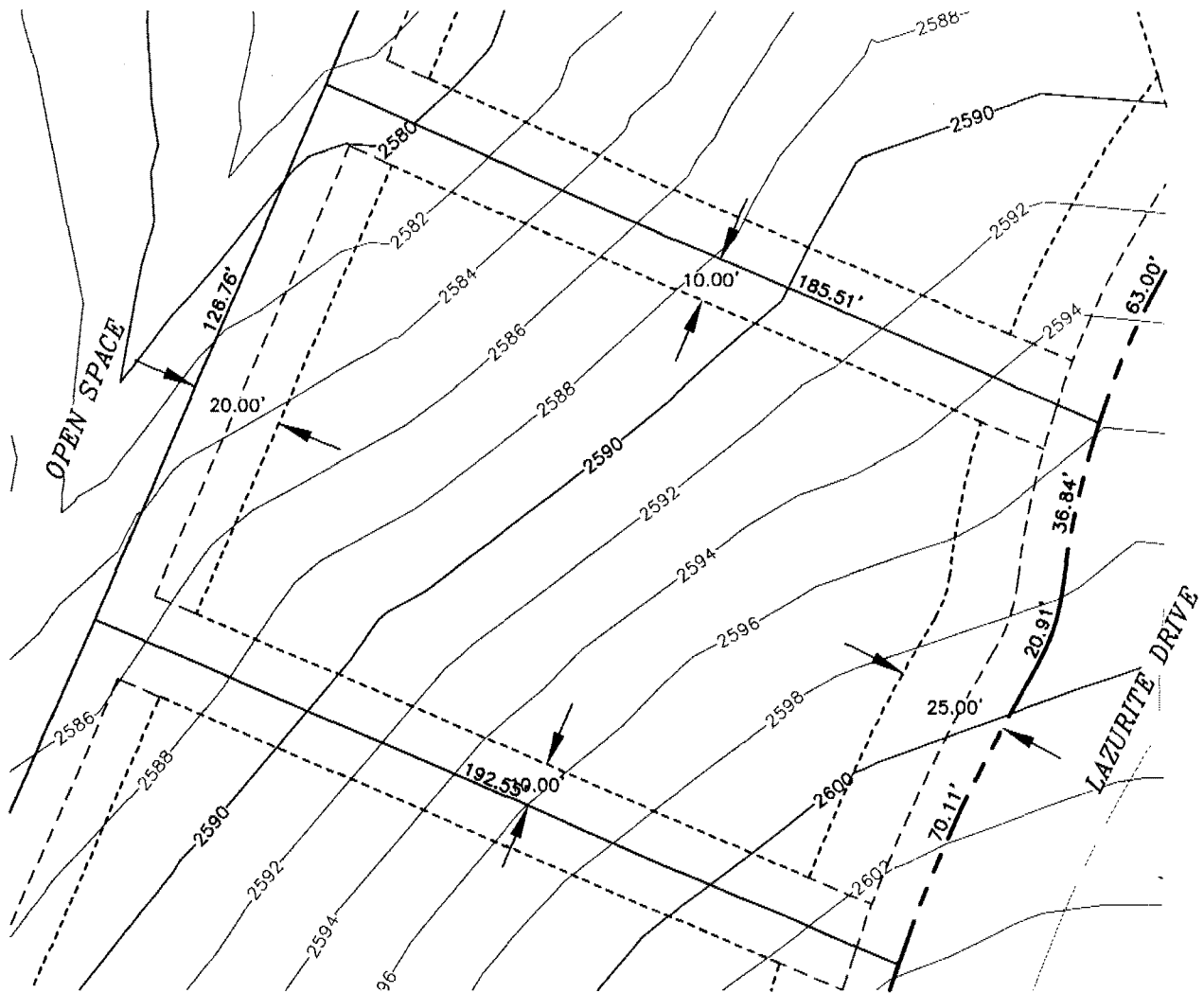
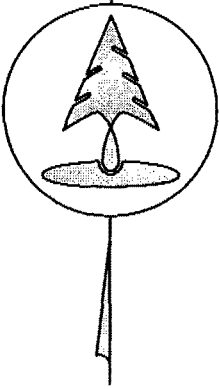


EXHIBIT 215

BLACK ROCK REFERENCE: LOT 223
 BLACK ROCK 4TH ADDITION: LOT 4, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 15,647 sf

----- BUILDING ENVELOPE
 EASEMENT LINE
 -.-.-.- RIGHT-OF-WAY

A TEN FOOT ORAINAGE AND UTILITY EASEMENT IS AOJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



Z:/OATBASE/BLACK ROCK/PF02026/DWG/4TH AOD BL 3-4 lot 8.5x1

1803139

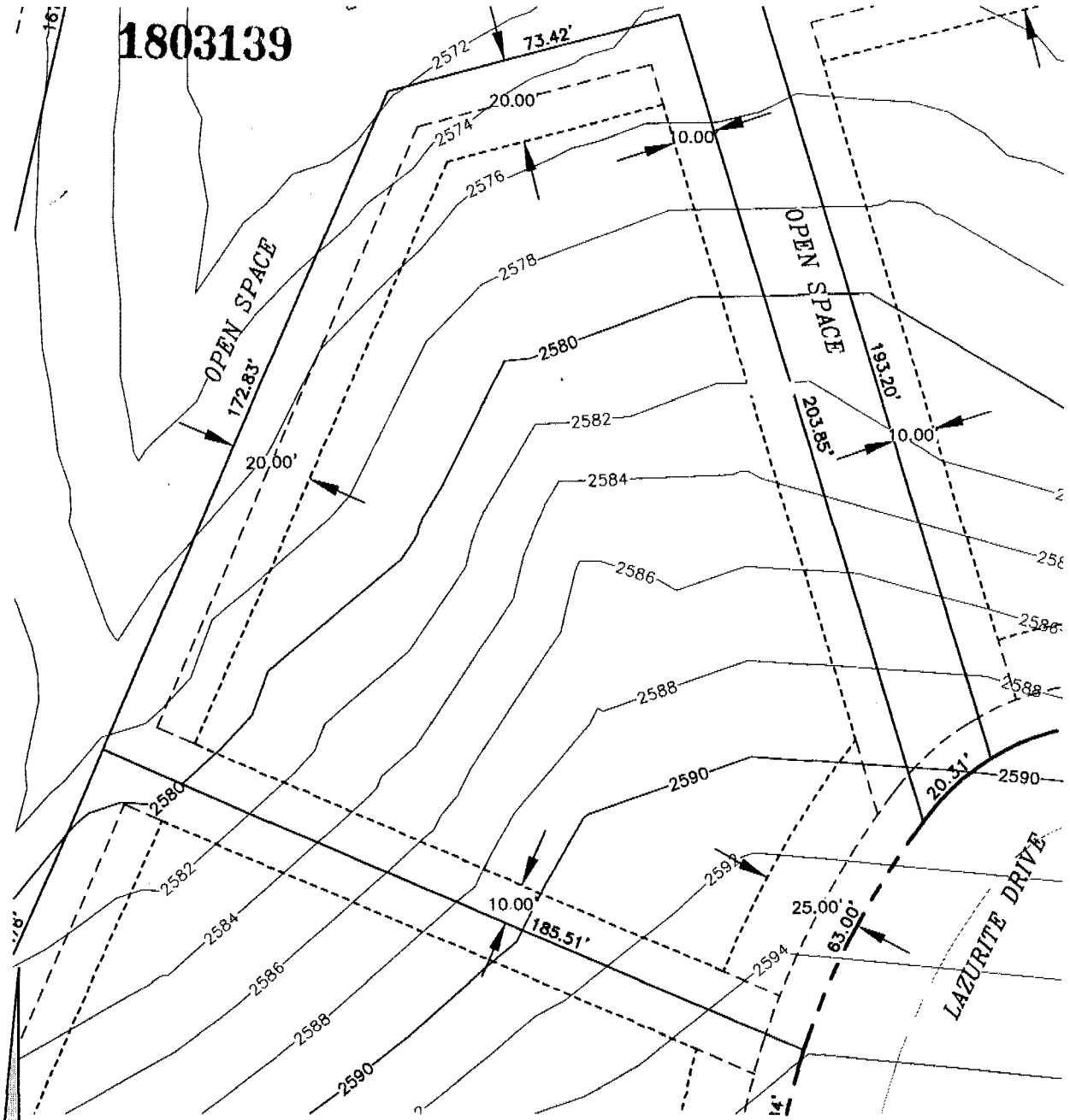
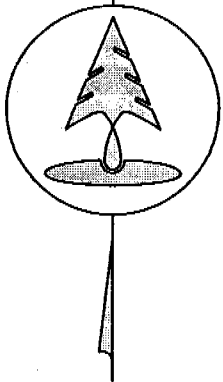


EXHIBIT 216

BLACK ROCK REFERENCE:	LOT 224	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 5, BLOCK 3	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	20,002 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



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BLACK ROCK

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Z:/DATABASE/BLACK ROCK/PFO2026/DWG/4TH ADD BL 3-4 lot 8.5x1

1803139

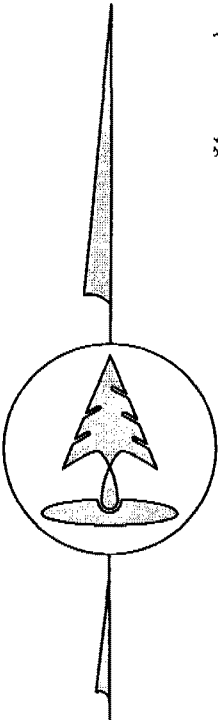
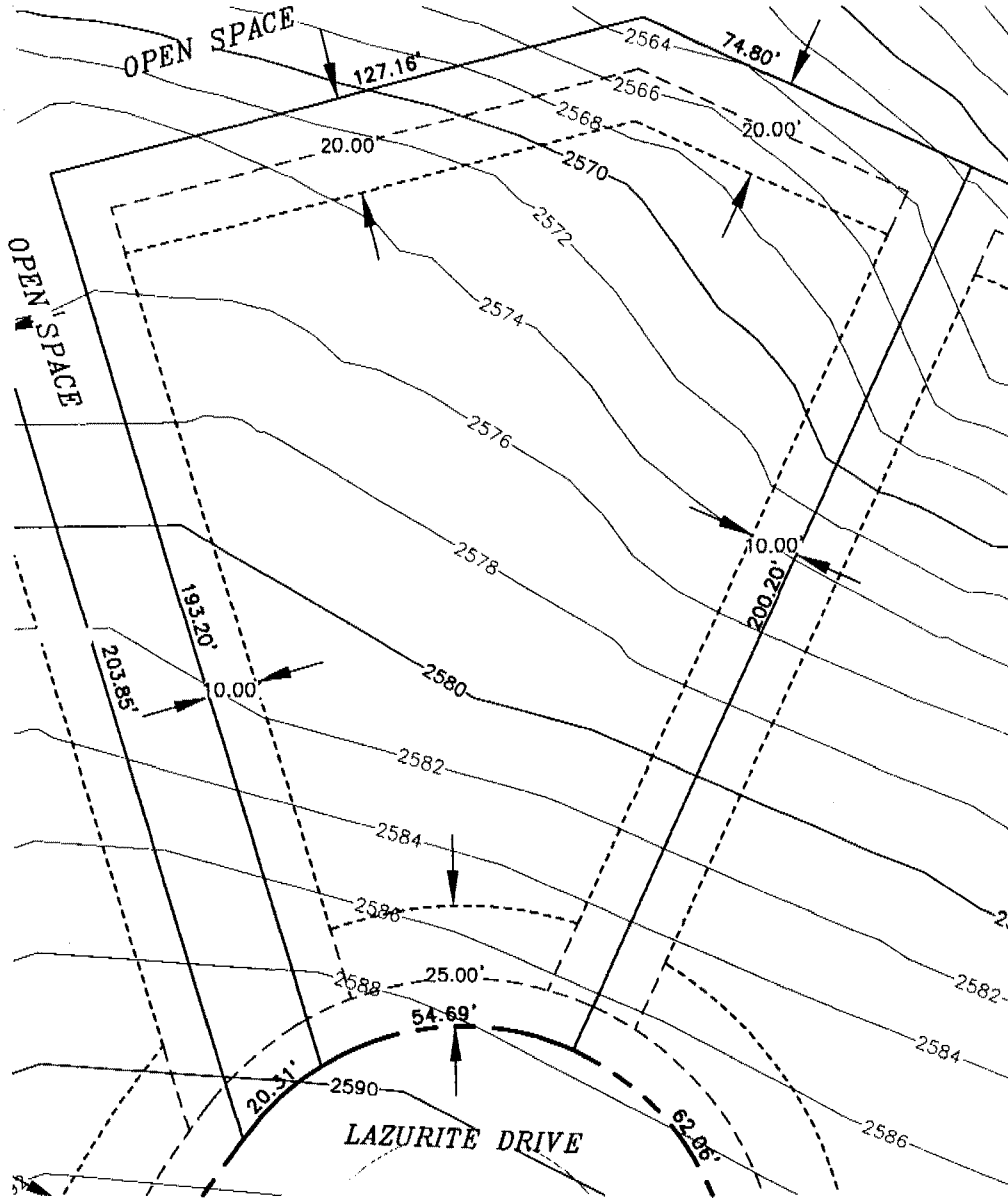


EXHIBIT 217

BLACK ROCK REFERENCE:	LOT 225	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 1, BLOCK 4	- - - - -	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	16,598 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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BLACK ROCK

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SCALE: 1"=40'

05/08/03

Z:/OATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot 8.5x1

1803139

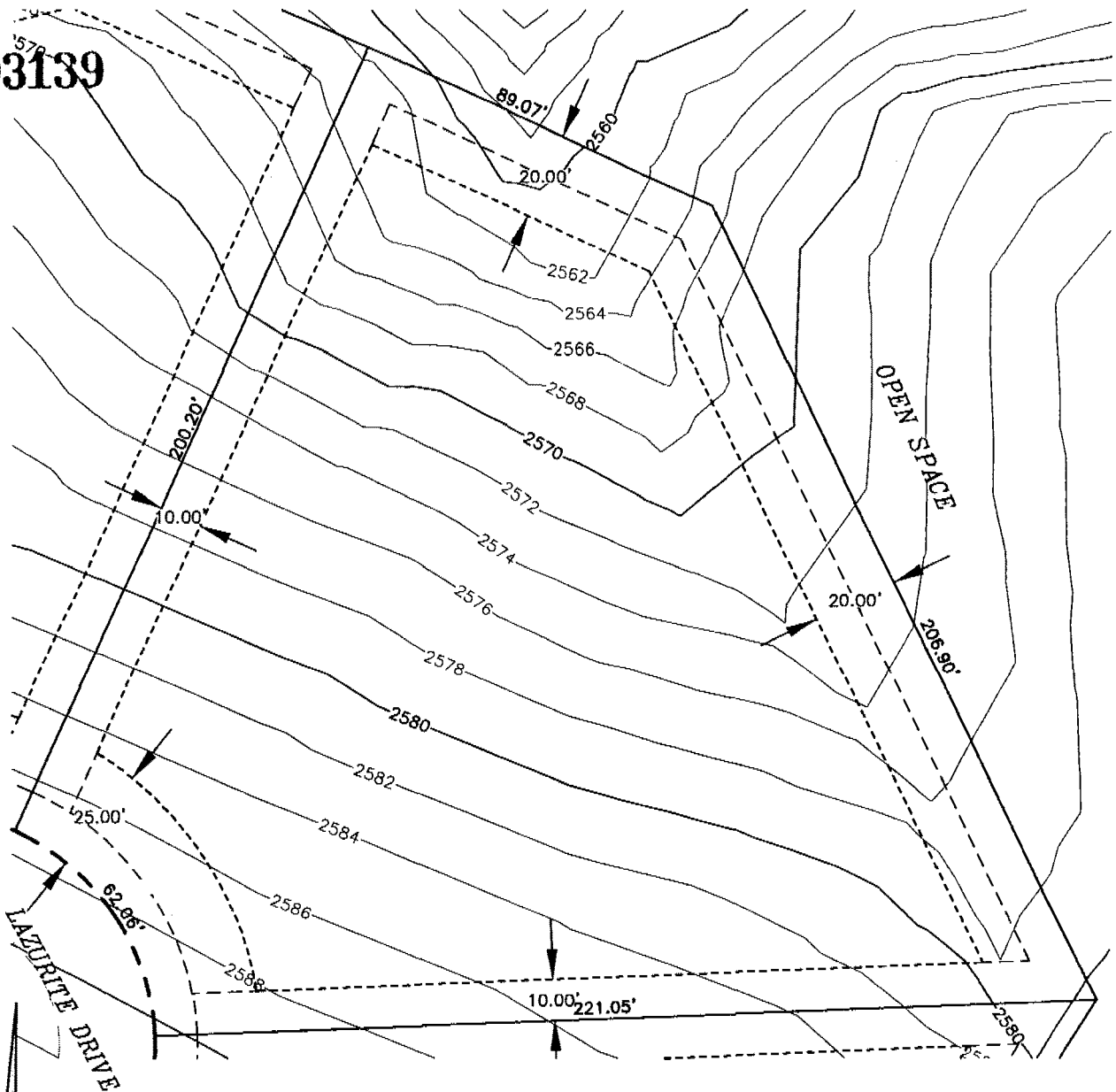
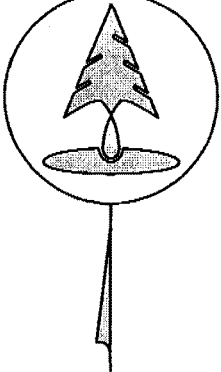


EXHIBIT 218

BLACK ROCK REFERENCE:	LOT 226	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 2, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	25,065 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



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BLACK ROCK

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot B.5x1



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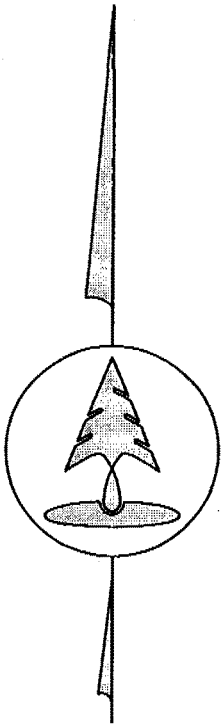
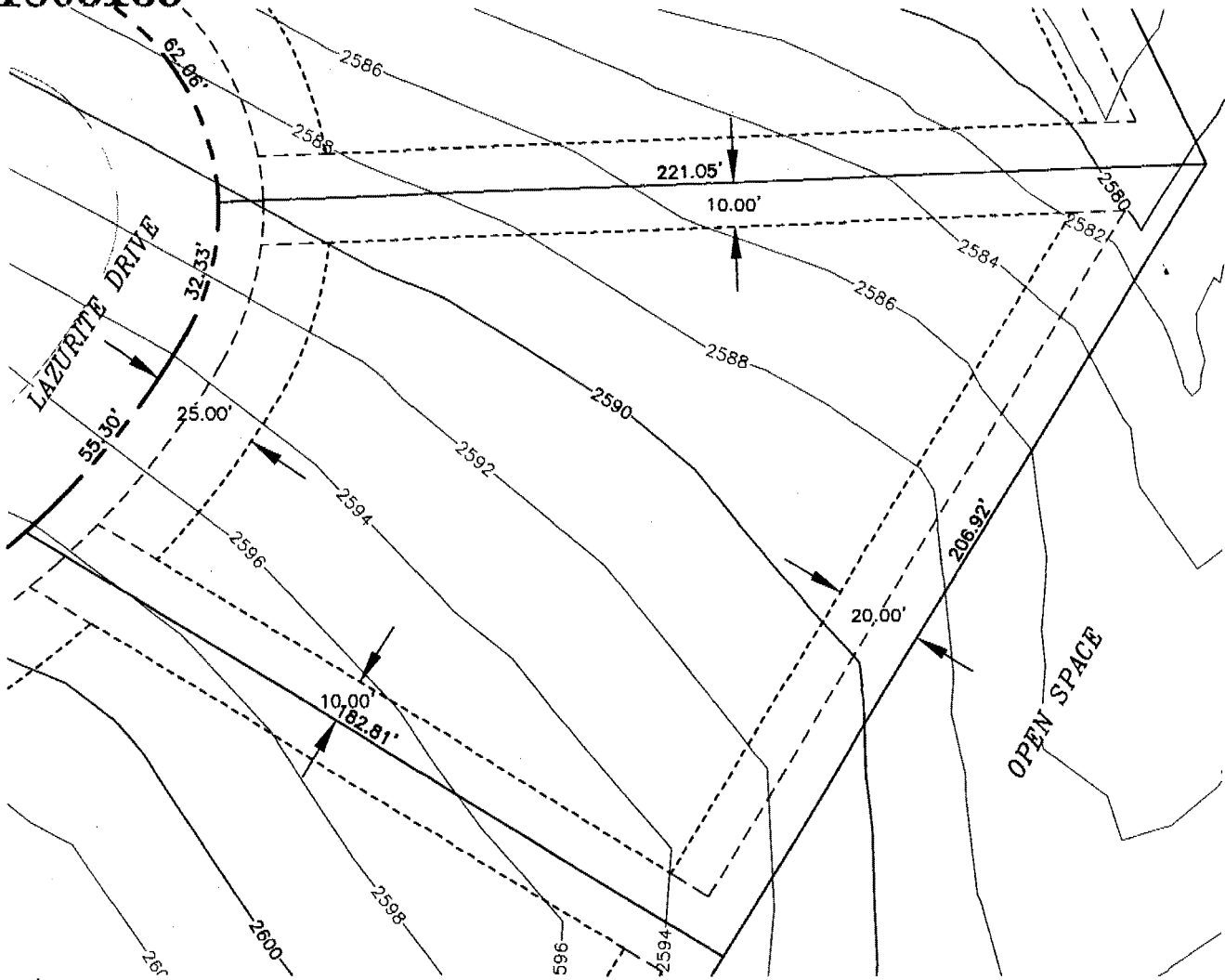


EXHIBIT 219

BLACK ROCK REFERENCE: LOT 227	----- BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION: LOT 3, BLOCK 4	----- EASEMENT LINE
BULD. HEIGHT RESTRICTION: 2 STORY	----- RIGHT-OF-WAY
BUILDING ENVELOPE AREA: 16,942 sf	

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot 8.5x1

1803139

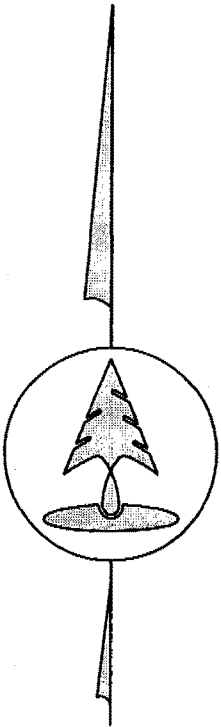
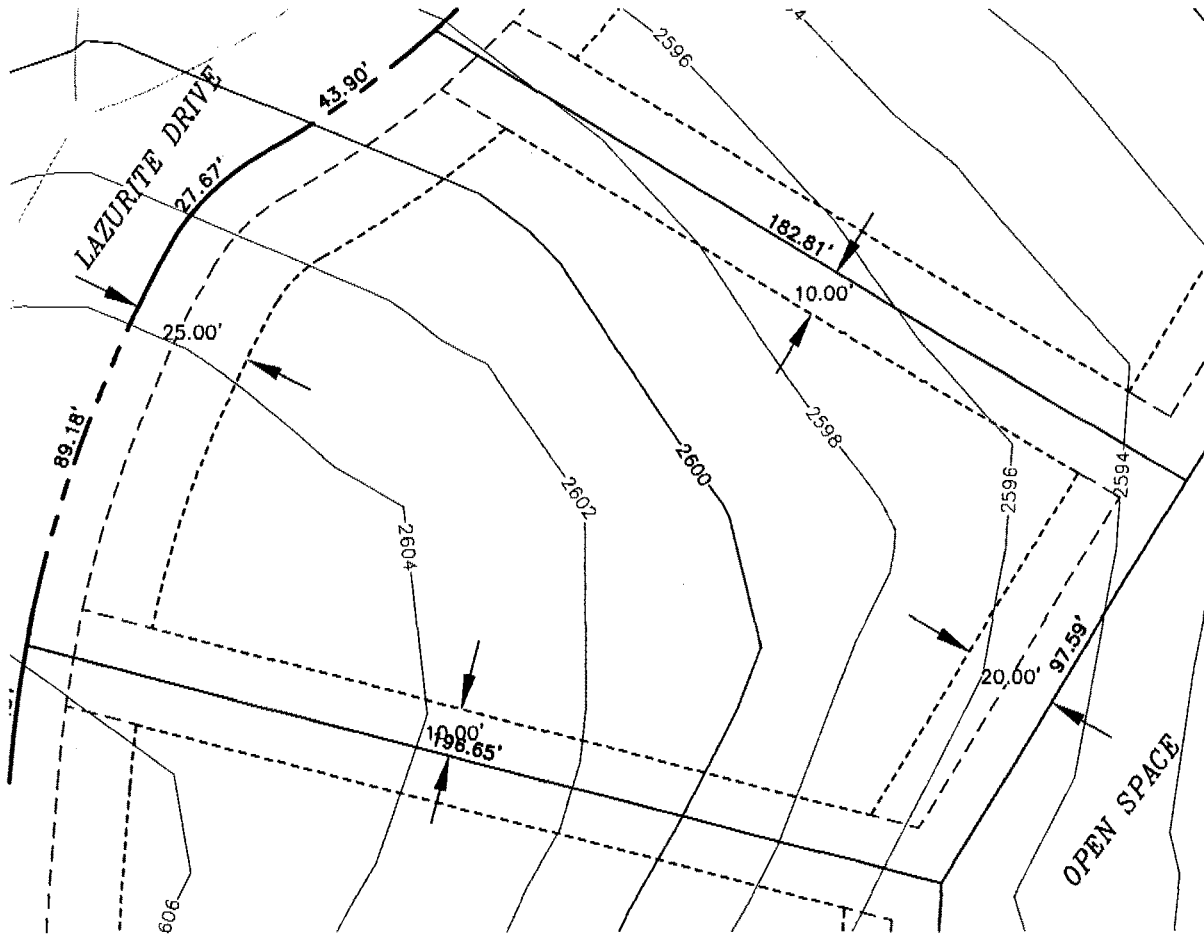


EXHIBIT 220

BLACK ROCK REFERENCE:	LOT 228	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 4, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	16,340 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



Coeur d'Alene
BLACK ROCK



SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot 8.5x1

1803139

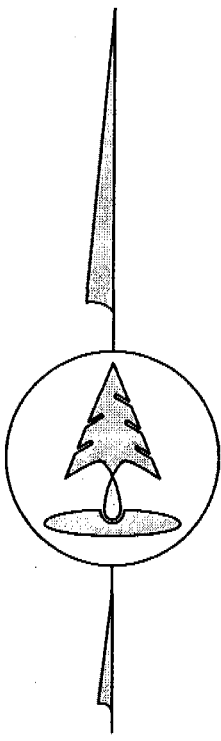
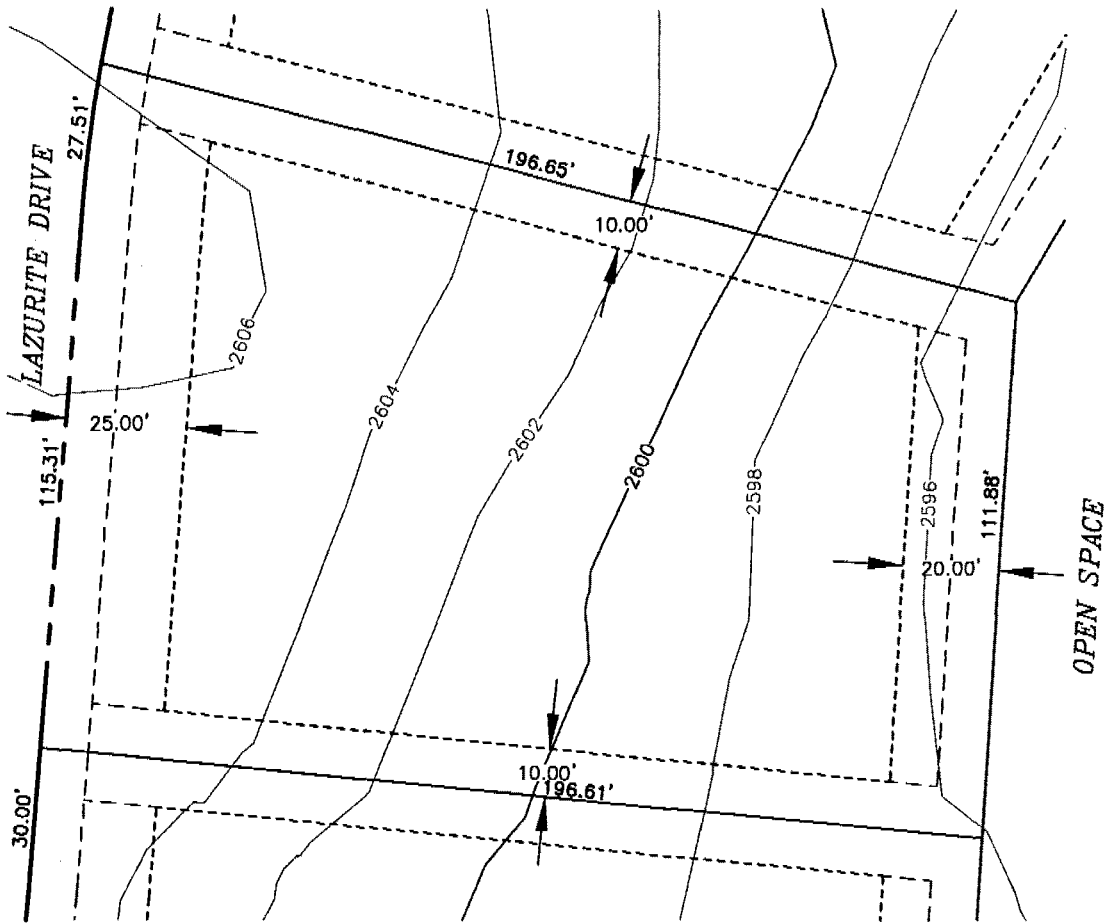


EXHIBIT 221

BLACK ROCK REFERENCE: LOT 229
 BLACK ROCK 4TH ADDITION: LOT 5, BLOCK 4
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 16,091 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

05/08/03

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BLACK ROCK



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Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot 8.5x1

1803139

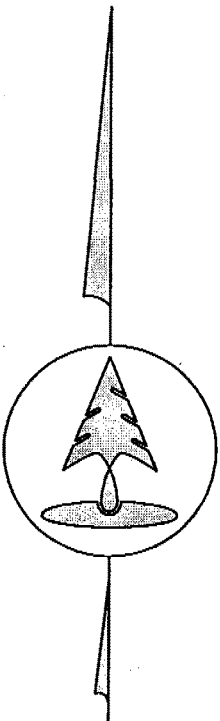
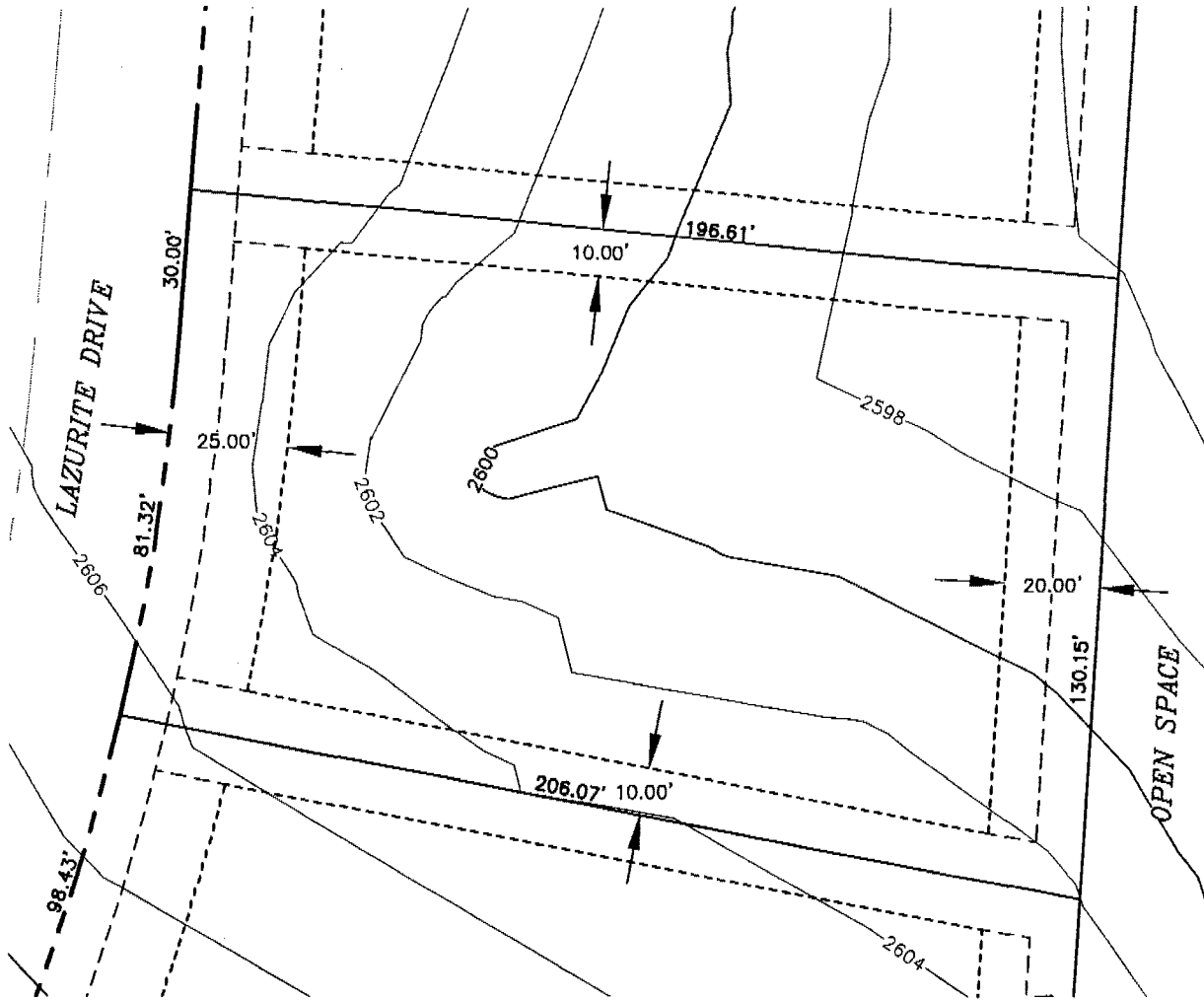


EXHIBIT 222

BLACK ROCK REFERENCE:	LOT 230	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 6, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	15,529 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot 8.5x1

1803139

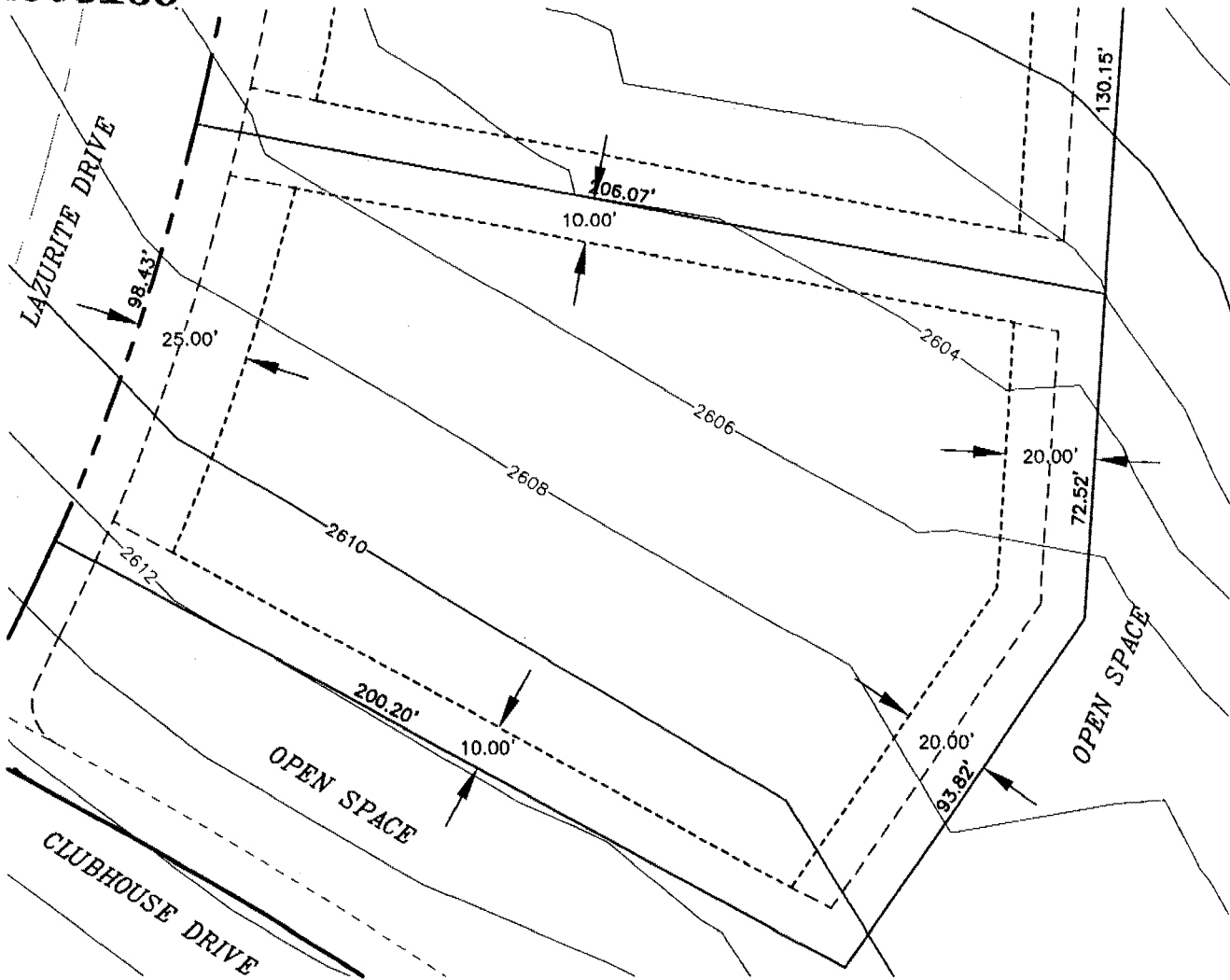
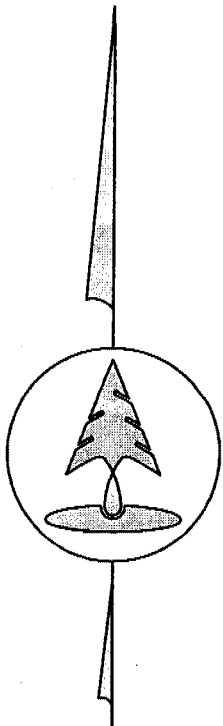


EXHIBIT 223

BLACK ROCK REFERENCE: LOT 231
 BLACK ROCK 4TH ADDITION: LOT 7, BLOCK 4
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 18,563 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

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Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 3-4 lot 8.5x1

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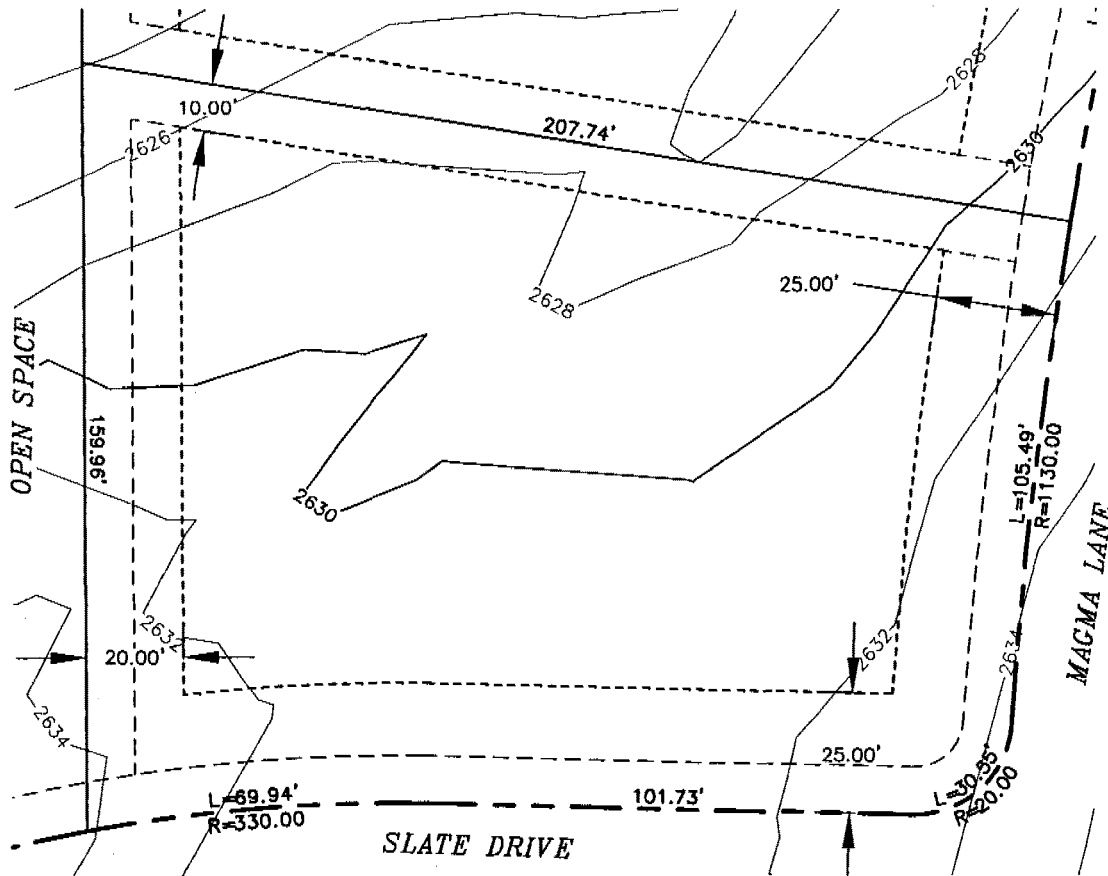
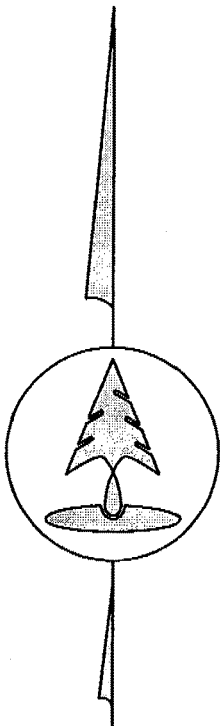


EXHIBIT 224



BLACK ROCK REFERENCE: LOT 258
 BLACK ROCK 4TH ADDITION: LOT 1, BLOCK 5
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 15,916 sf
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

SCALE: 1"=40'

05/08/03


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Z:/DATA./BLACK ROCK/PFO2026/DWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

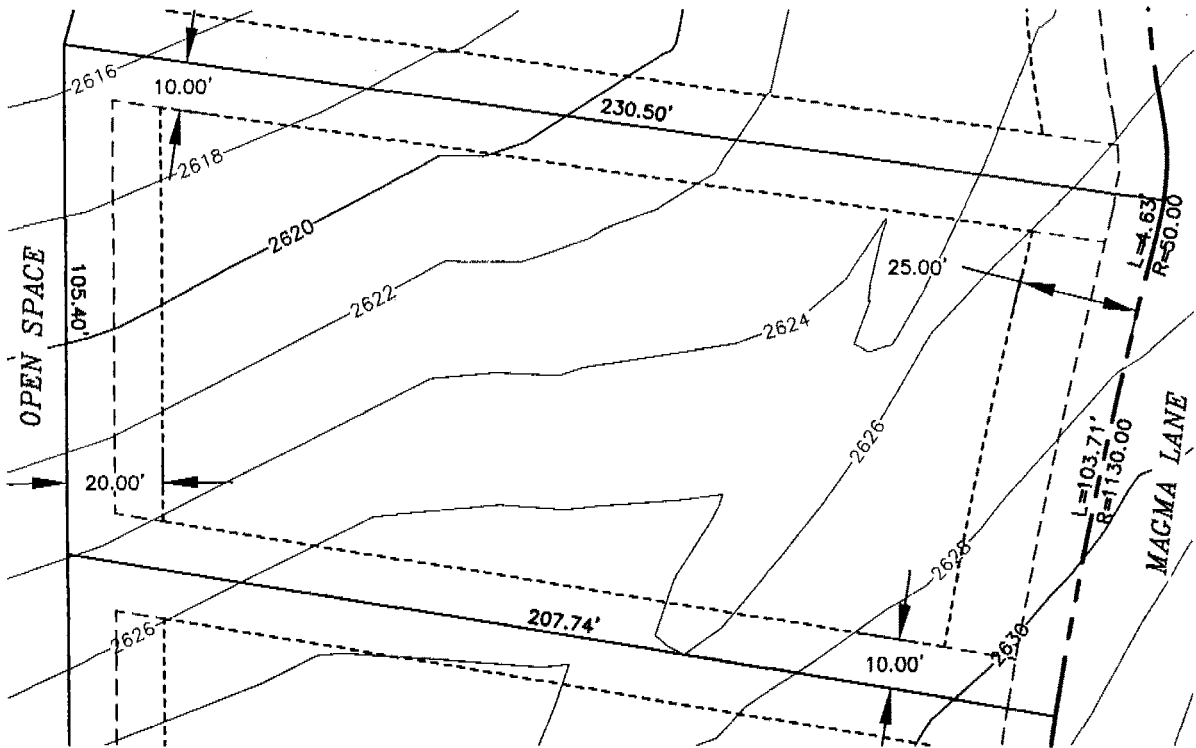
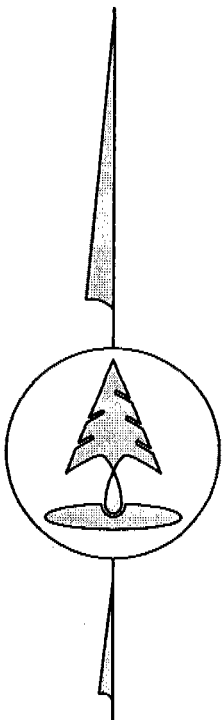


EXHIBIT 225

BLACK ROCK REFERENCE:	LOT 259	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 2, BLOCK 5	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	14,877 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

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Z:/DATA/BLACK ROCK/PF02026/DWG/3RD ADD BL 5 & 7 lot 8.5x11

1803139

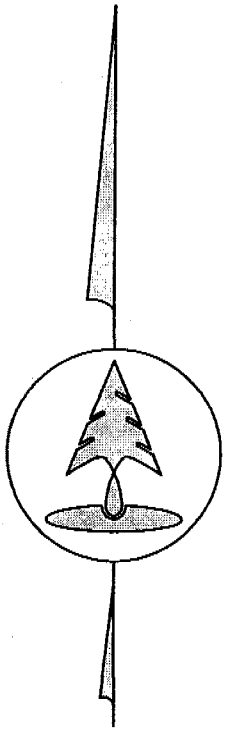
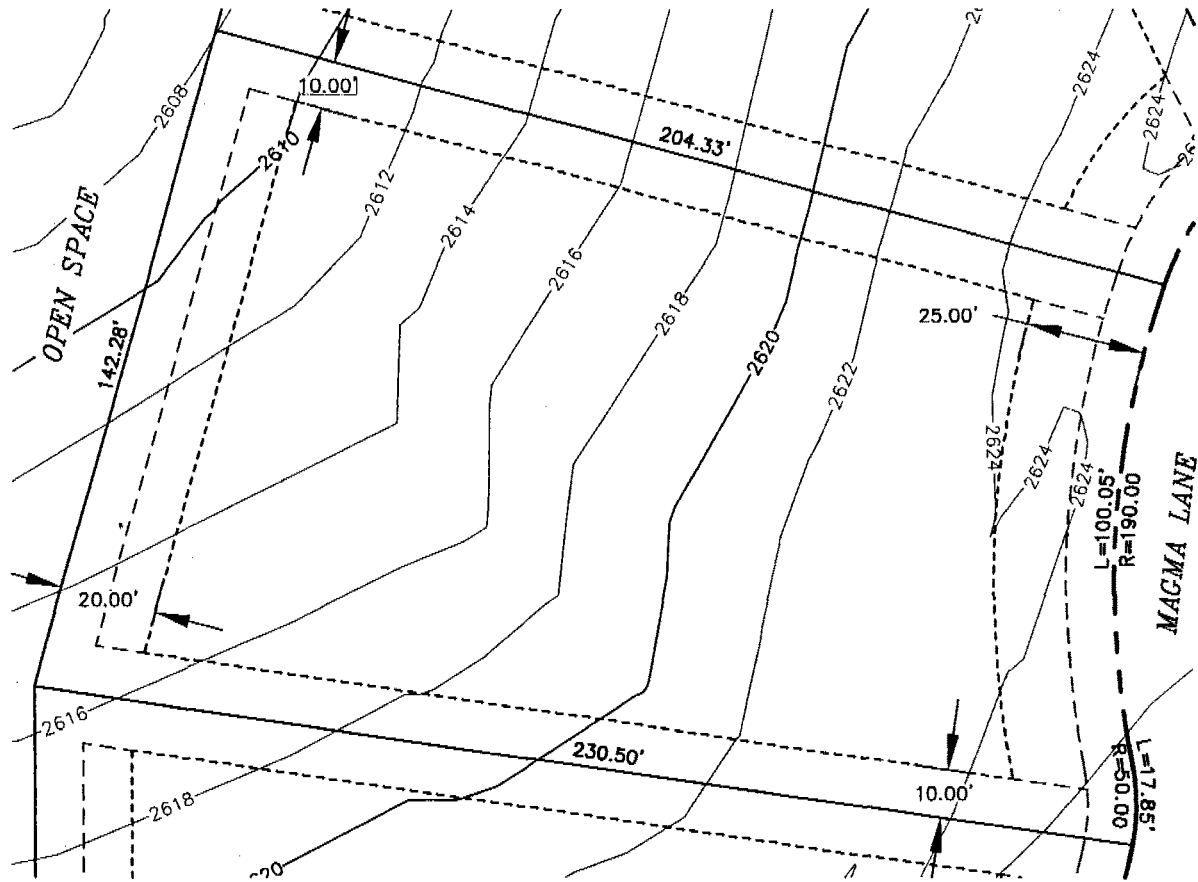


EXHIBIT 226

BLACK ROCK REFERENCE:	LOT 260	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 3, BLOCK 5	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	18,177 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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SCALE: 1"=40'

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Z:/DATA./BLACK ROCK/PF02026/OWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

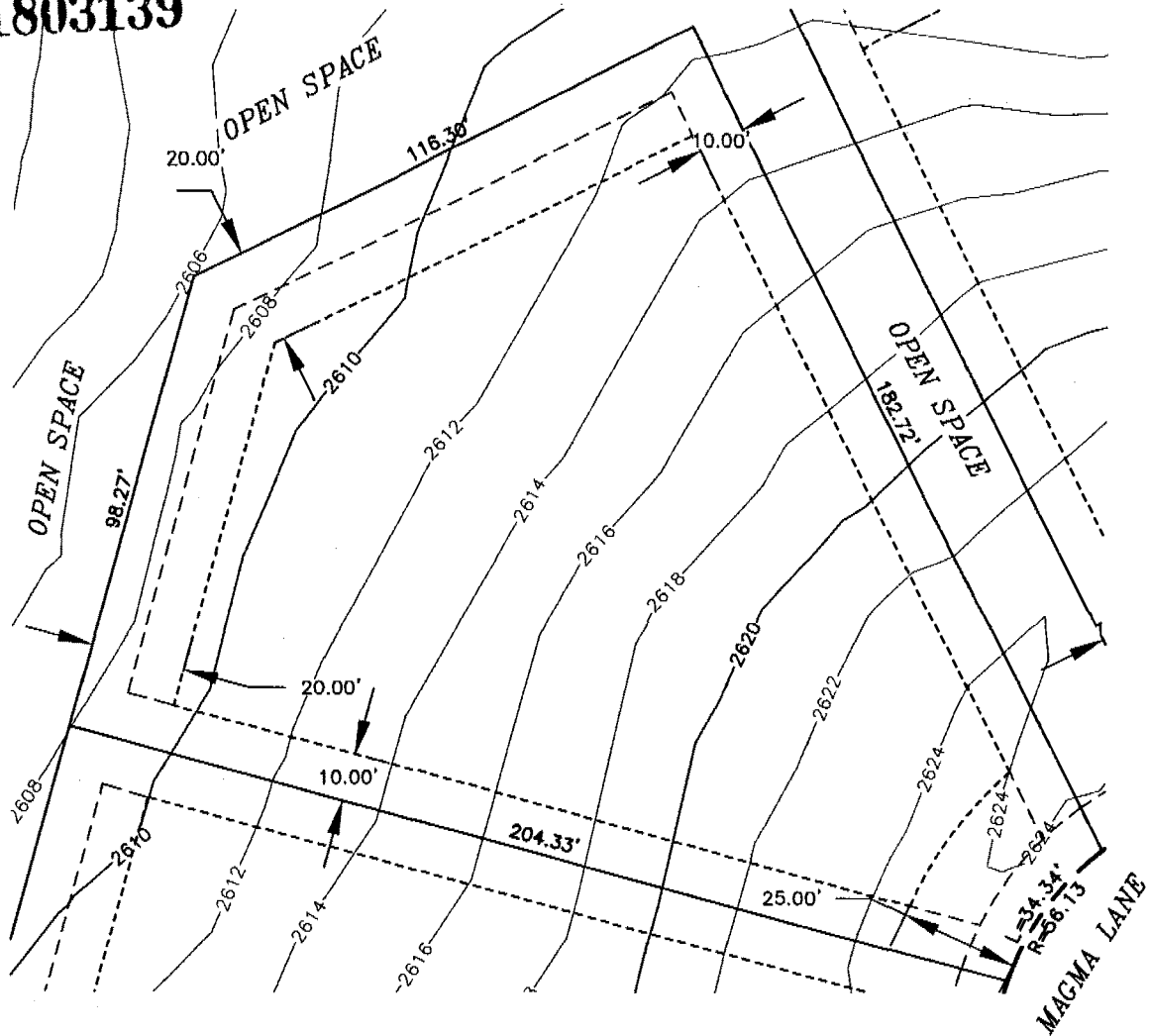
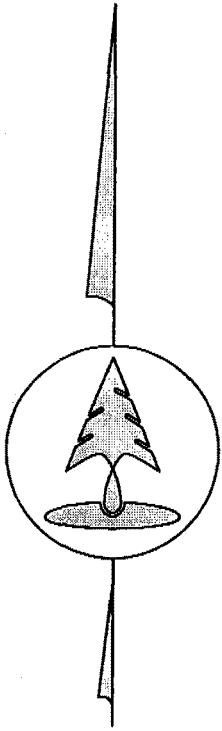


EXHIBIT 227



- | | | | |
|---------------------------|----------------|-------|-------------------|
| BLACK ROCK REFERENCE: | LOT 261 | ----- | BUILDING ENVELOPE |
| BLACK ROCK 4TH ADDITION: | LOT 4, BLOCK 5 | ----- | EASEMENT LINE |
| BULD. HEIGHT RESTRICTION: | 2 STORY | ----- | RIGHT-OF-WAY |
| BUILDING ENVELOPE AREA: | 16,690 sf | | |

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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SCALE: 1"=40'

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Z:/DATA./BLACK ROCK/PF02026/DWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

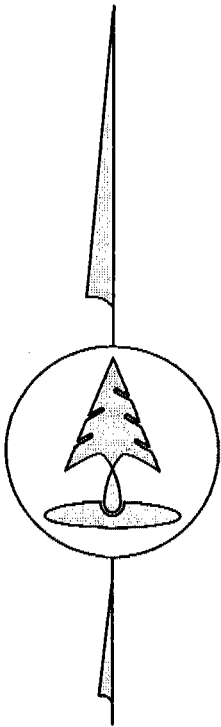
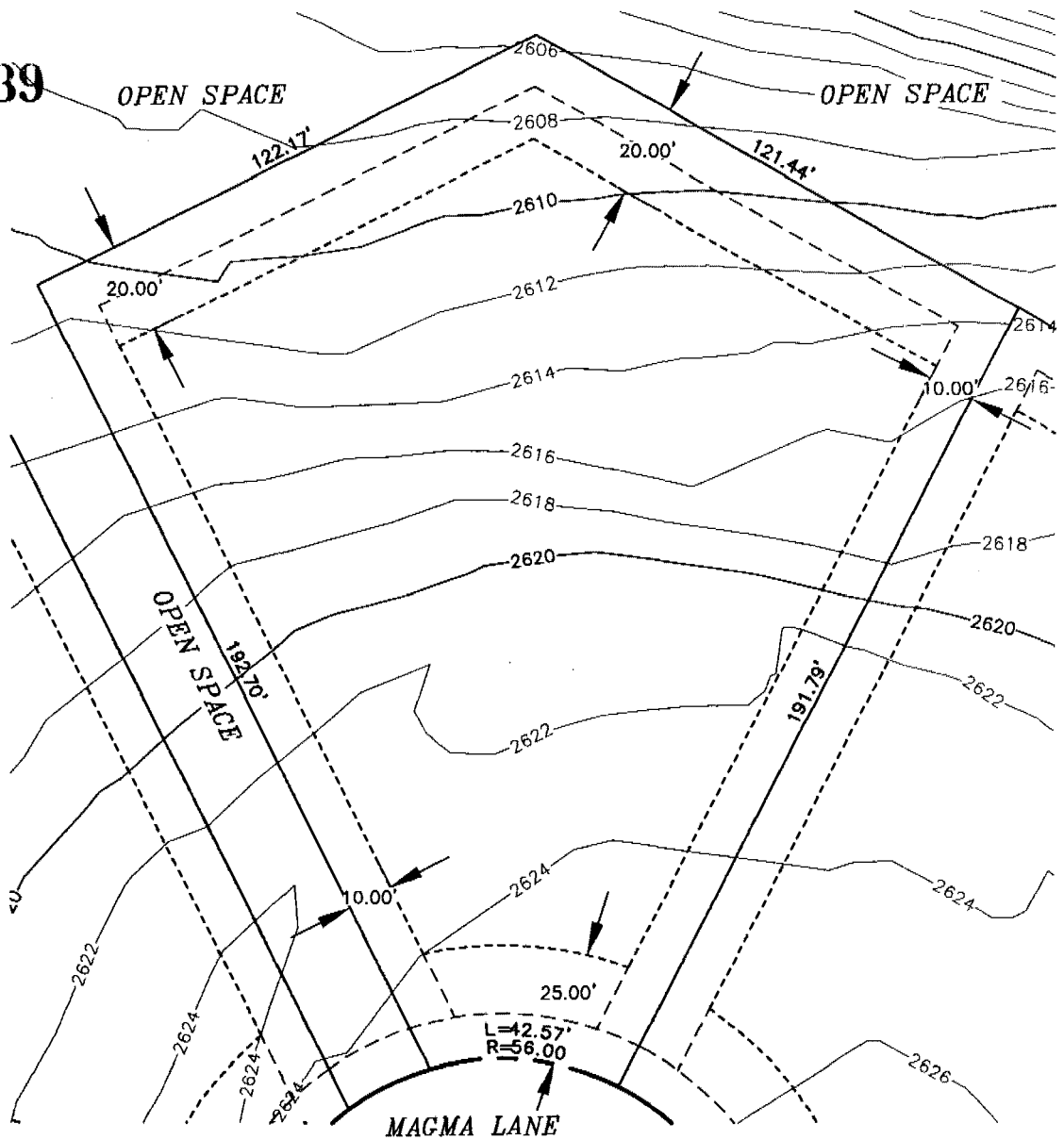


EXHIBIT 228

BLACK ROCK REFERENCE:	LOT 262	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 1, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	19,040 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

05/08/03

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Z:/DATABASE/BLACK ROCK/PFO2026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

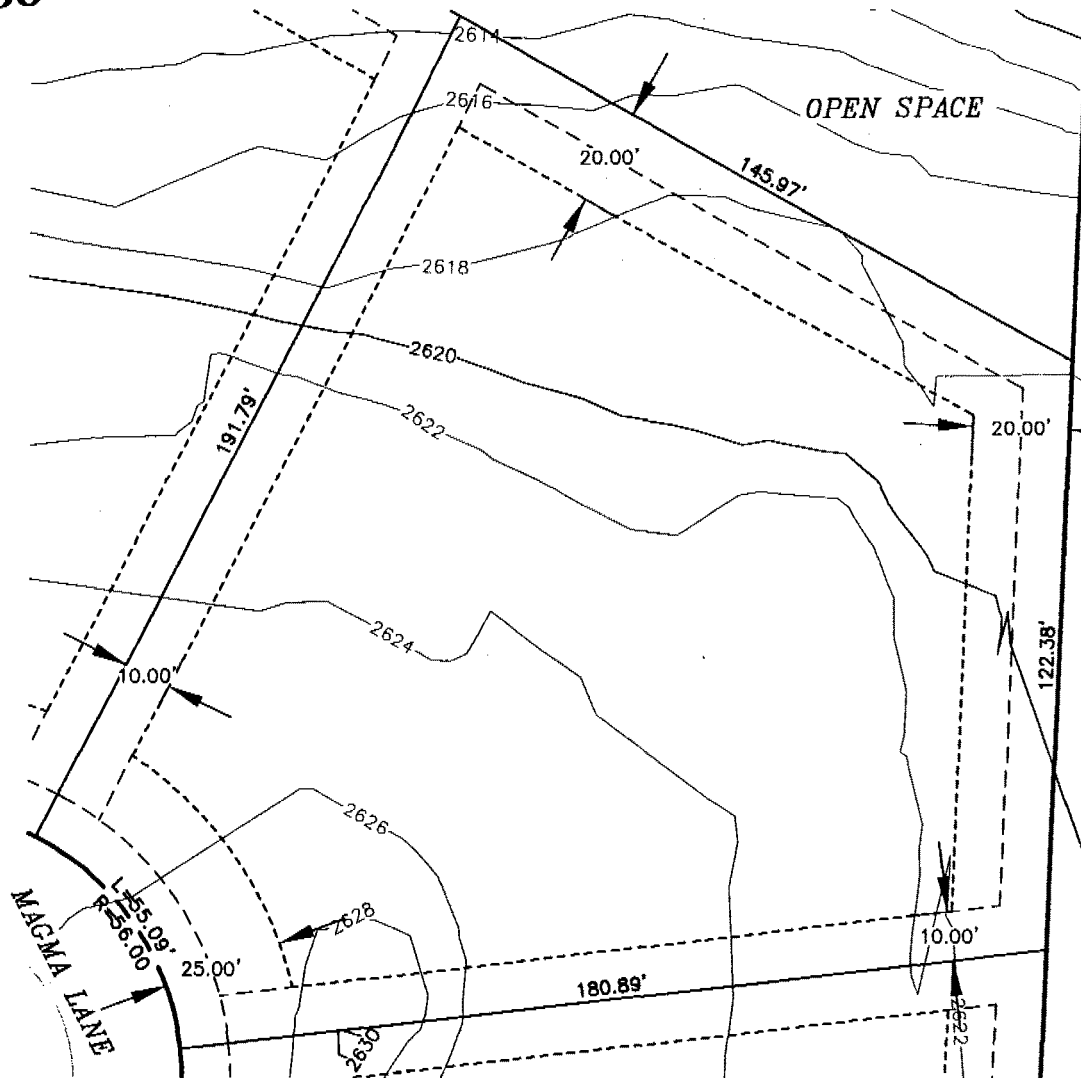
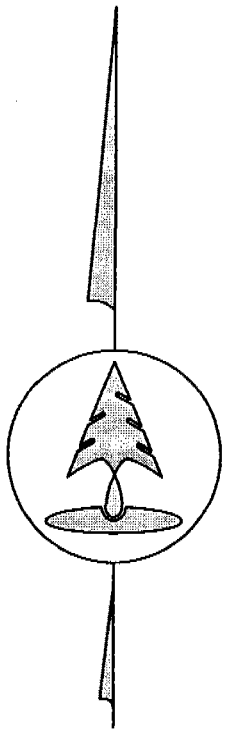


EXHIBIT 229

BLACK ROCK REFERENCE:	LOT 263	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 2, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	21,189 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

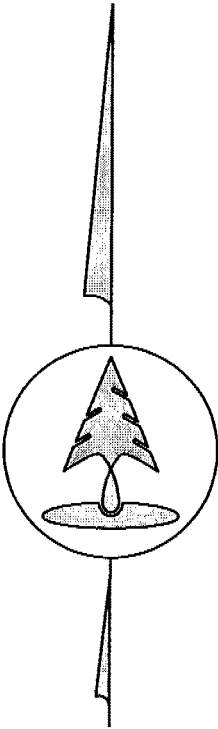
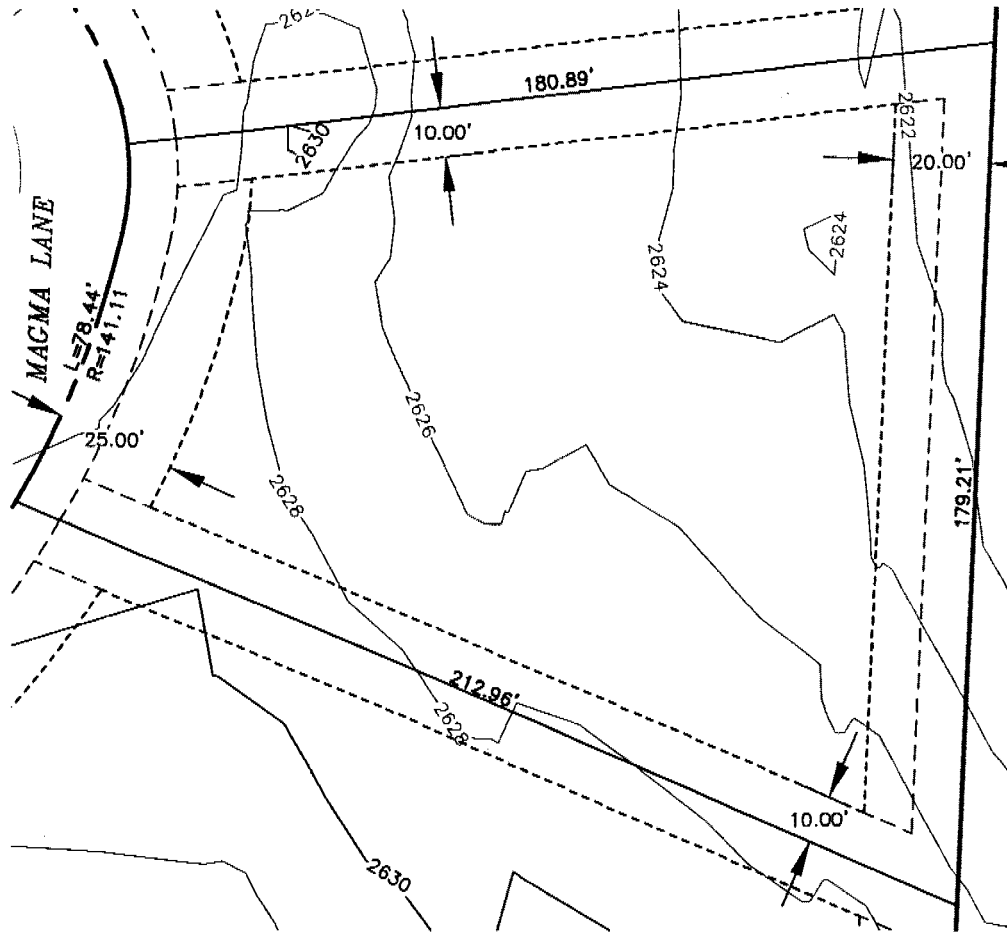


EXHIBIT 230

BLACK ROCK REFERENCE:	LOT 264	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 3, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	15,343 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

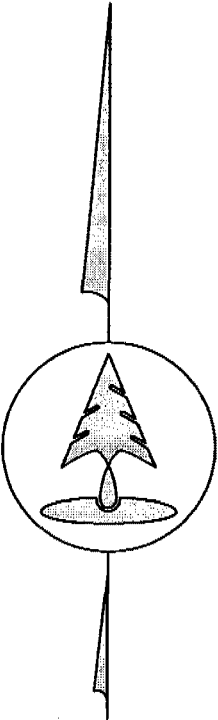
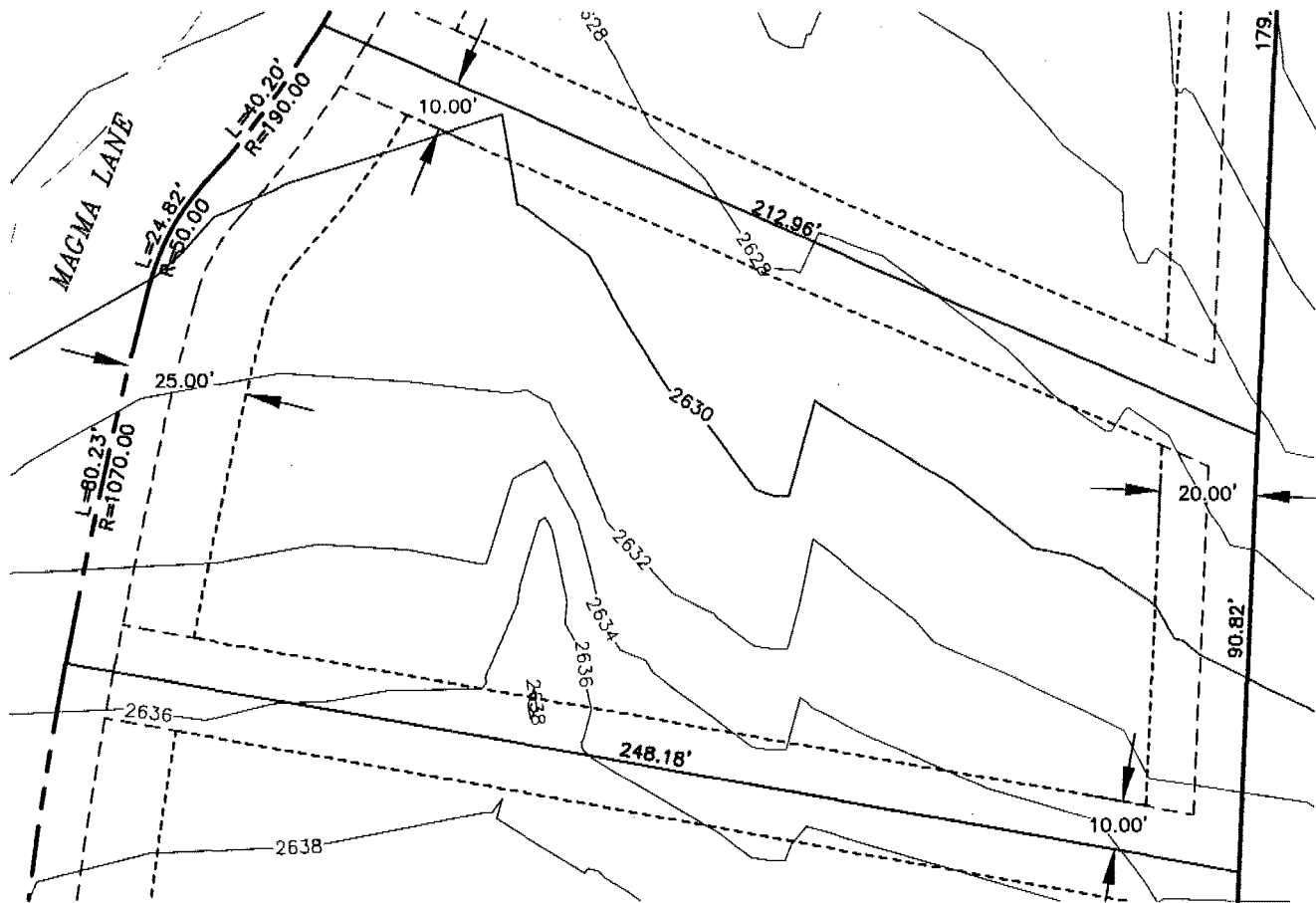


EXHIBIT 231

BLACK ROCK REFERENCE:	LOT 265	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 4, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	18,224 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

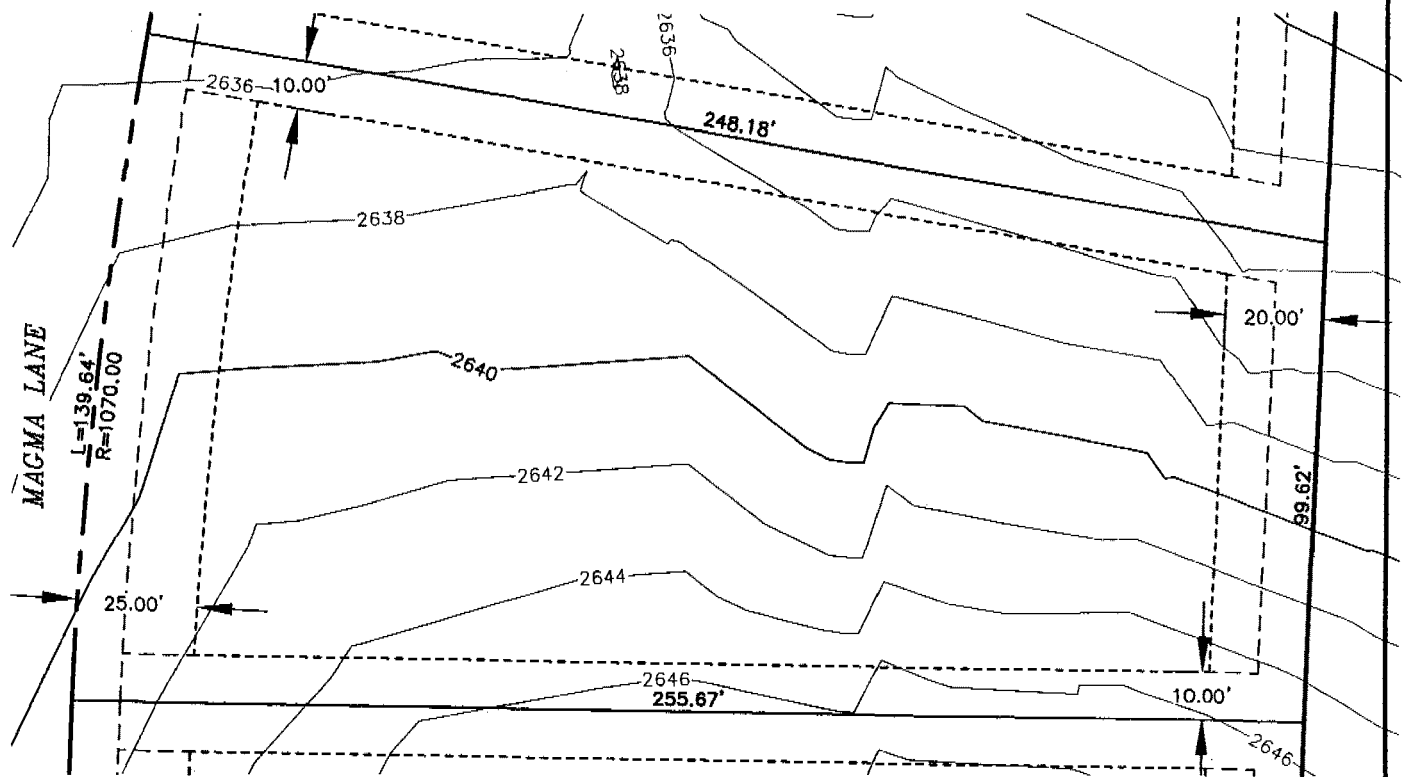
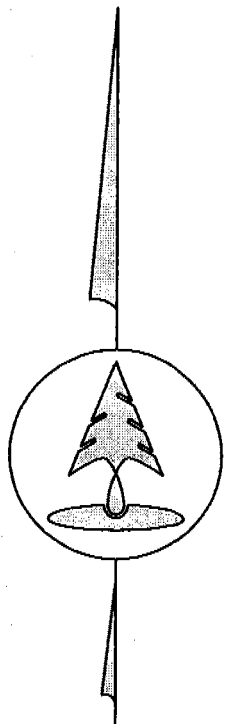


EXHIBIT 232

BLACK ROCK REFERENCE: LOT 266
 BLACK ROCK 4TH ADDITION: LOT 5, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 20,614 sf

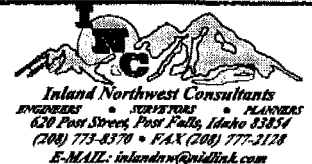
----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

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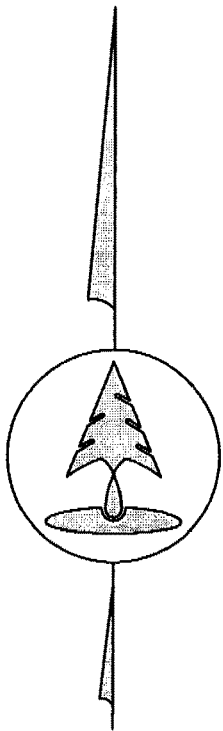
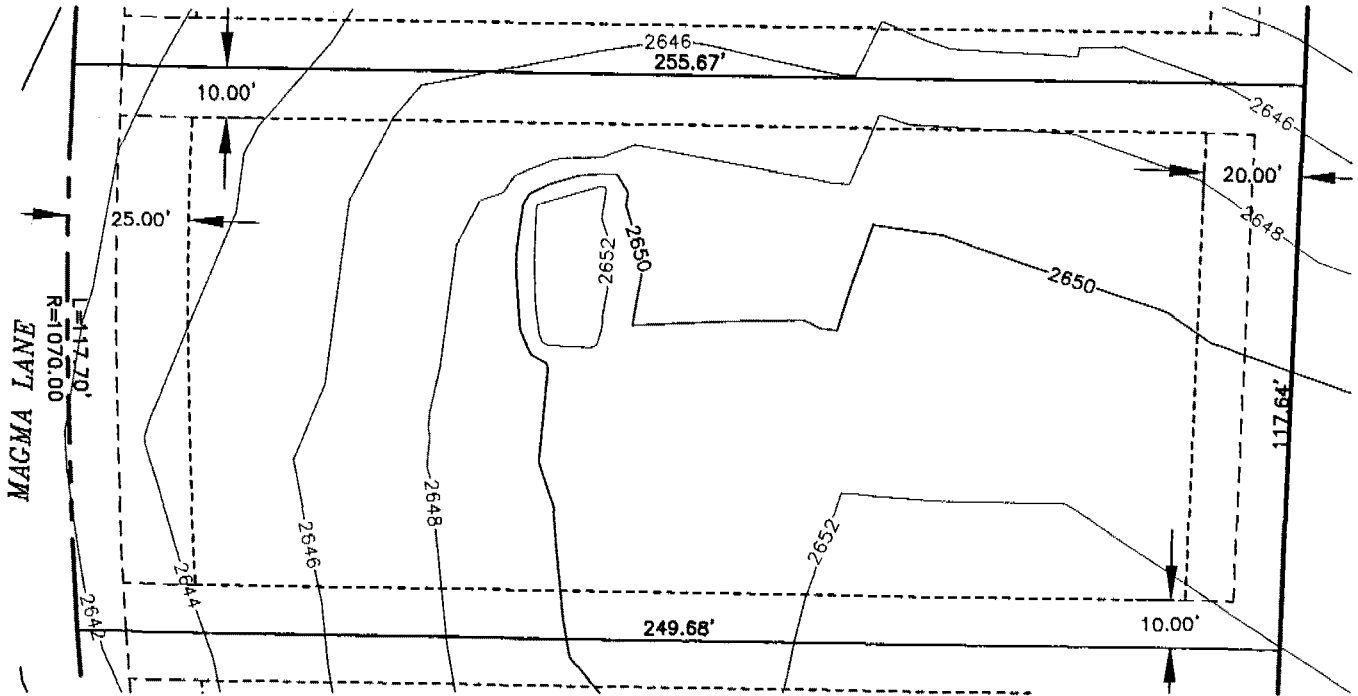


EXHIBIT 233

- | | | | |
|---------------------------|----------------|-------|-------------------|
| BLACK ROCK REFERENCE: | LOT 267 | ----- | BUILDING ENVELOPE |
| BLACK ROCK 4TH ADDITION: | LOT 6, BLOCK 6 | ----- | EASEMENT LINE |
| BULD. HEIGHT RESTRICTION: | 2 STORY | ----- | RIGHT-OF-WAY |
| BUILDING ENVELOPE AREA: | 20,389 sf | | |

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

05/08/03

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BLACK ROCK



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Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

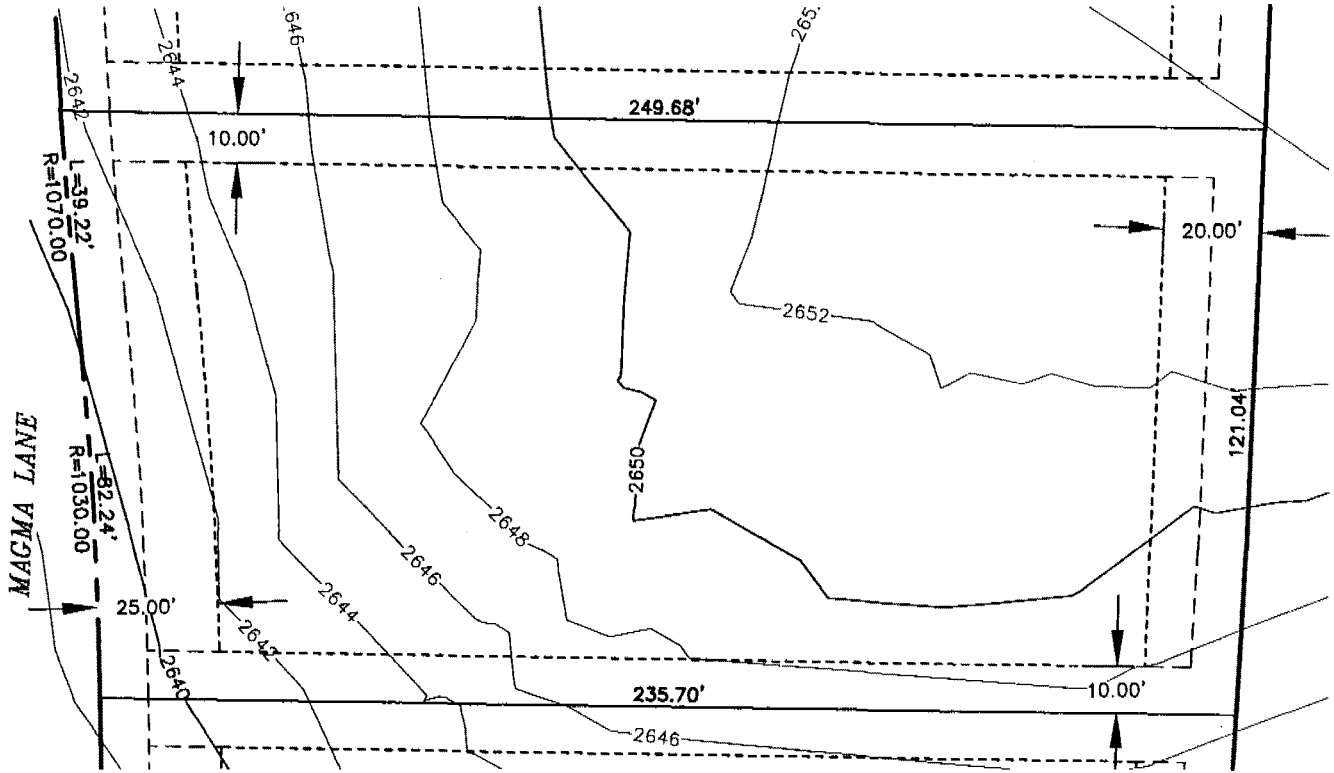
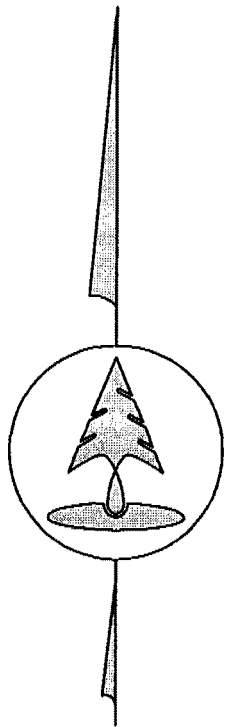


EXHIBIT 234

BLACK ROCK REFERENCE: LOT 268
 BLACK ROCK 4TH ADDITION: LOT 7, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 19,914 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

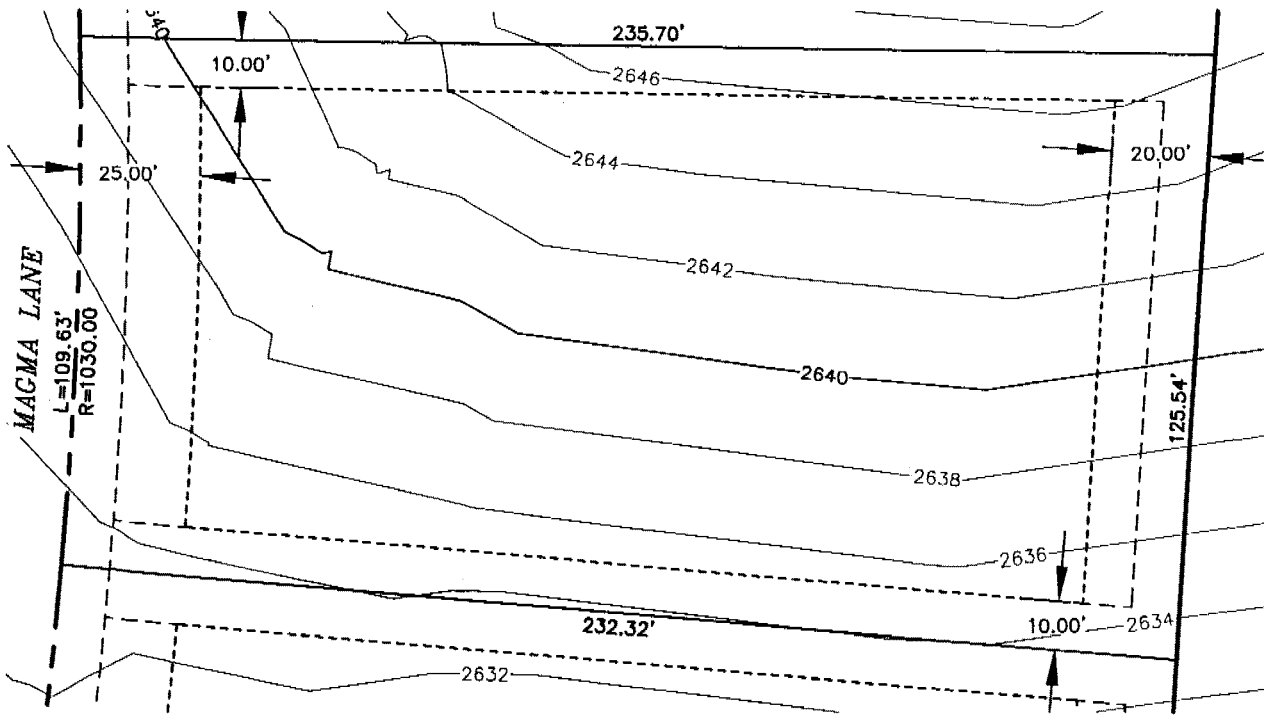
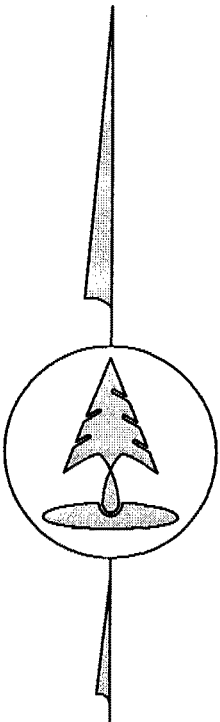


EXHIBIT 235

BLACK ROCK REFERENCE: LOT 269
 BLACK ROCK 4TH ADDITION: LOT 8, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 18,350 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

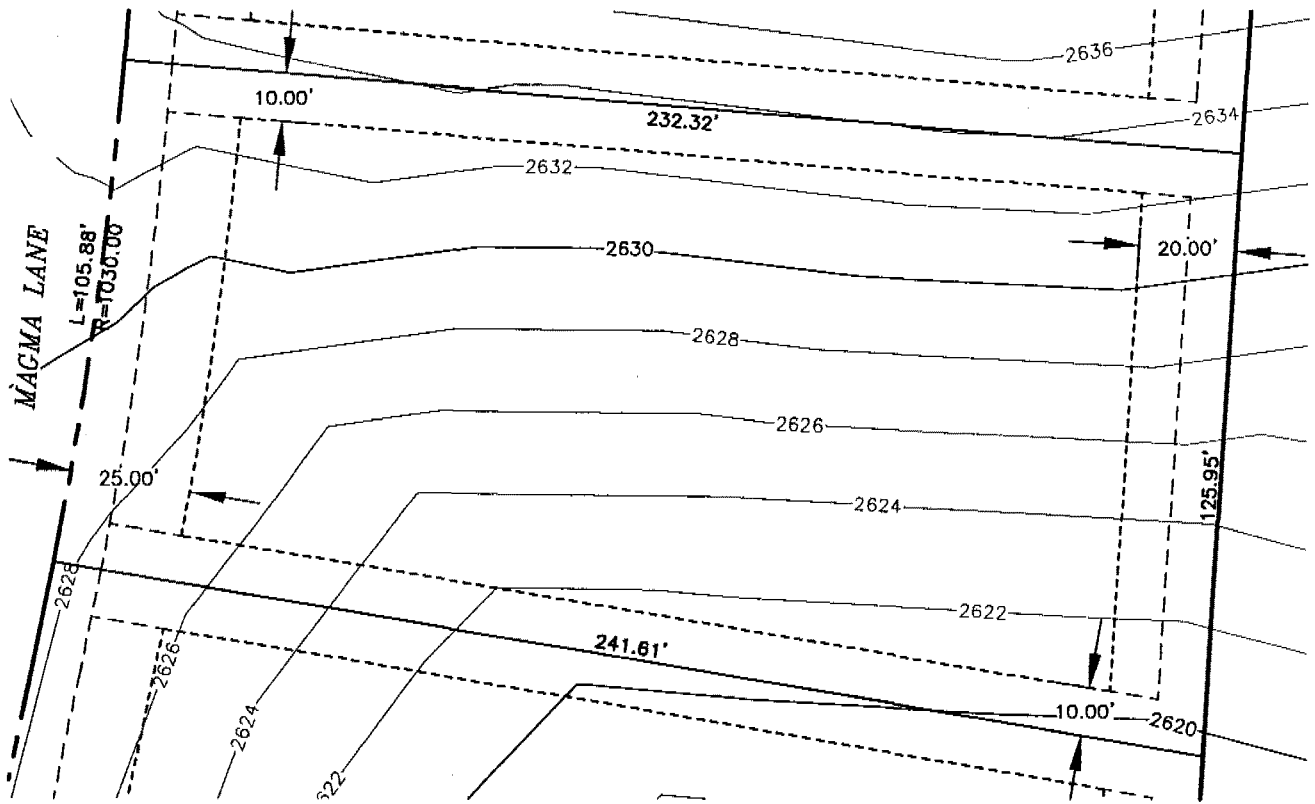
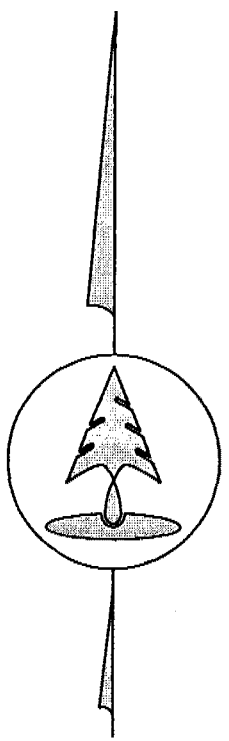


EXHIBIT 236



- BLACK ROCK REFERENCE: LOT 270
- BLACK ROCK 4TH ADDITION: LOT 9, BLOCK 6
- BULD. HEIGHT RESTRICTION: 2 STORY
- BUILDING ENVELOPE AREA: 18,300 sf
- BUILDING ENVELOPE
- EASEMENT LINE
- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PFO2026/OWG/4TH ADD BL 6 lot 8.5x11

1803139

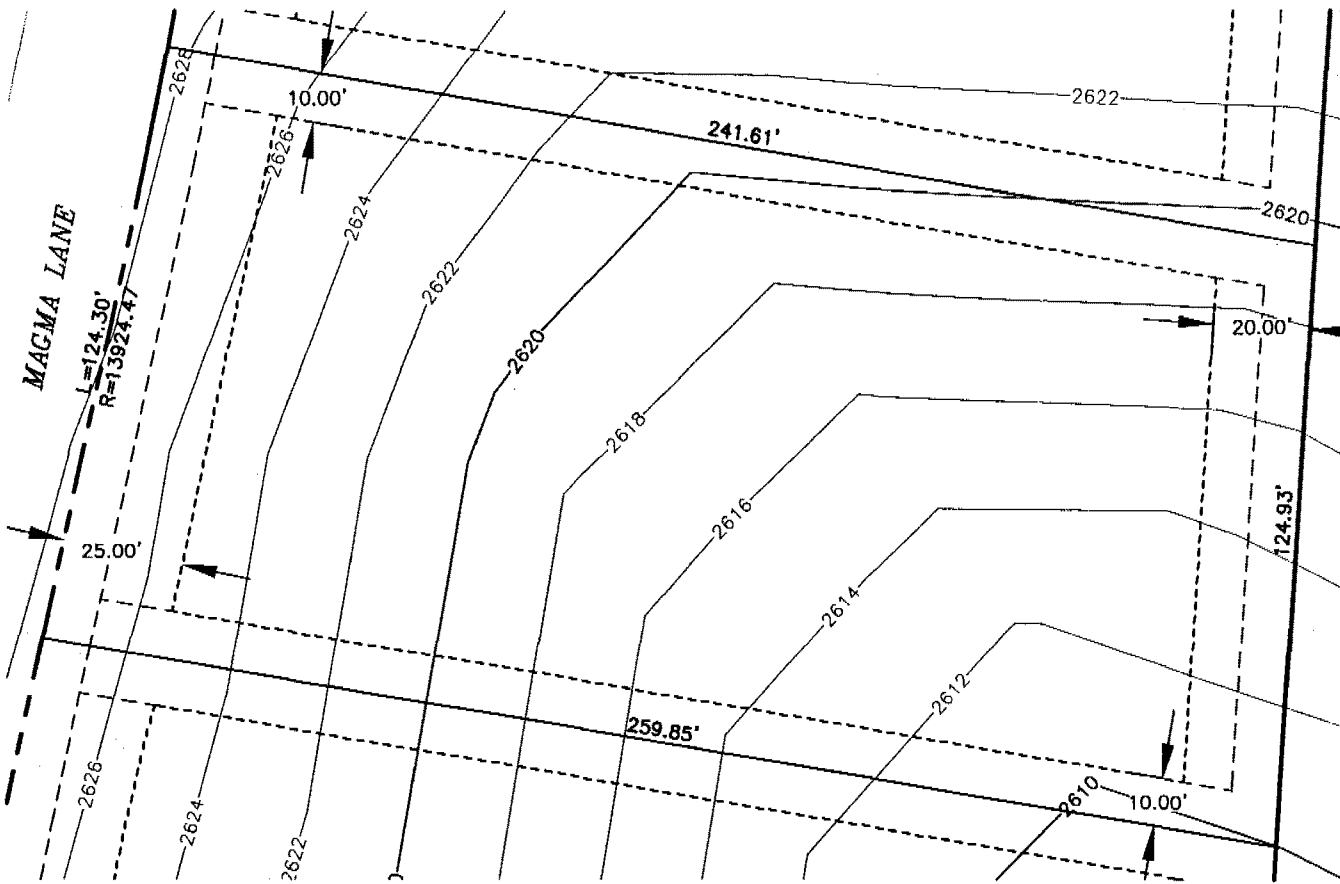
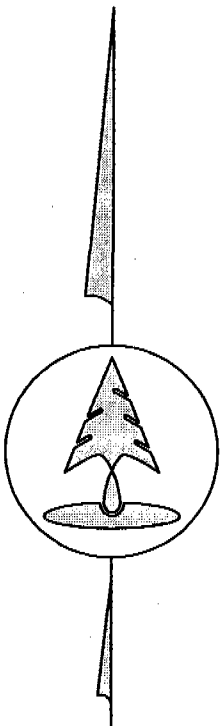


EXHIBIT 237



BLACK ROCK REFERENCE:	LOT 271	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 10, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	21,411 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

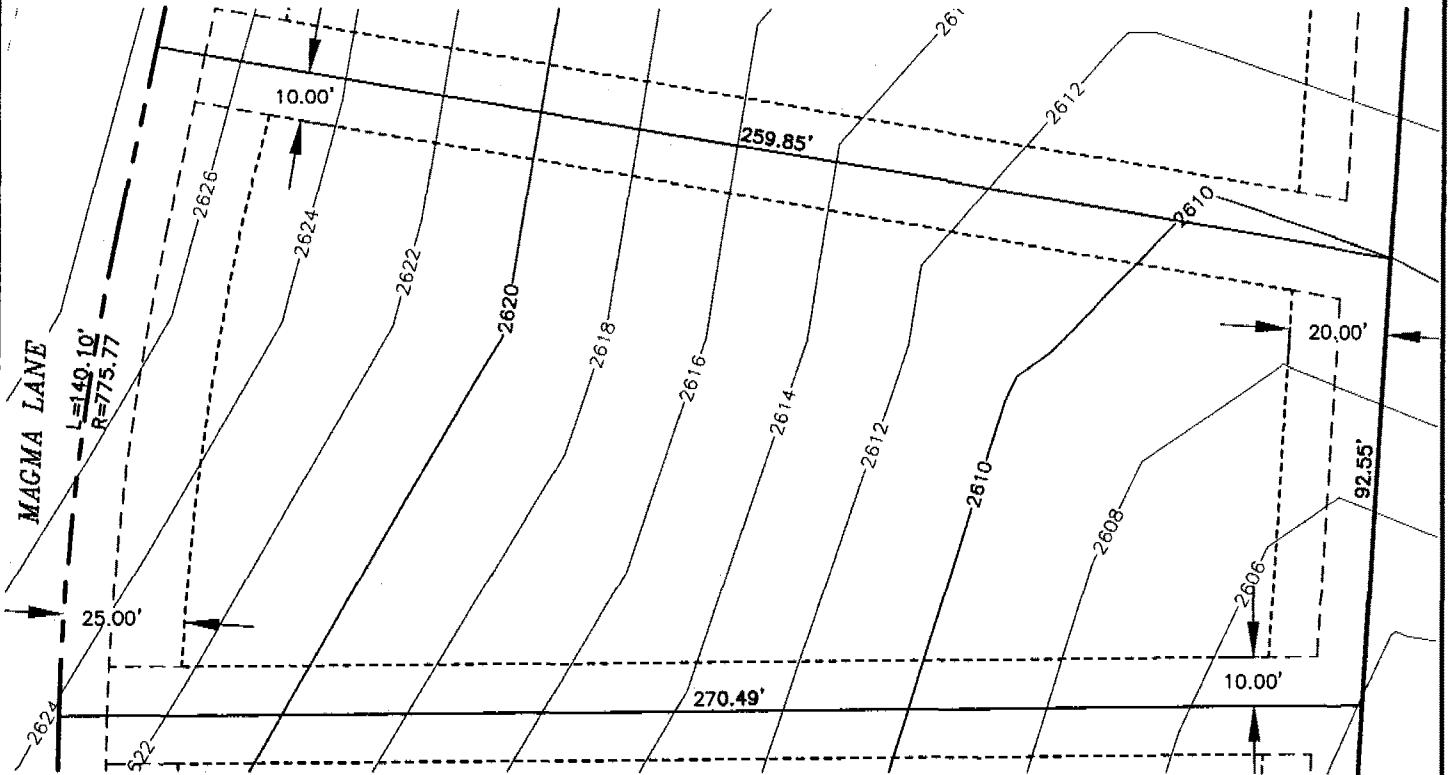
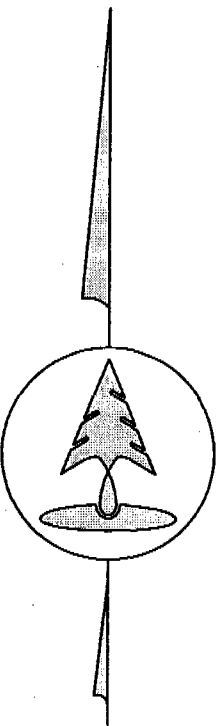


EXHIBIT 238



BLACK ROCK REFERENCE:	LOT 272	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 11, BLOCK 6	- . - . - . - .	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	21,238 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

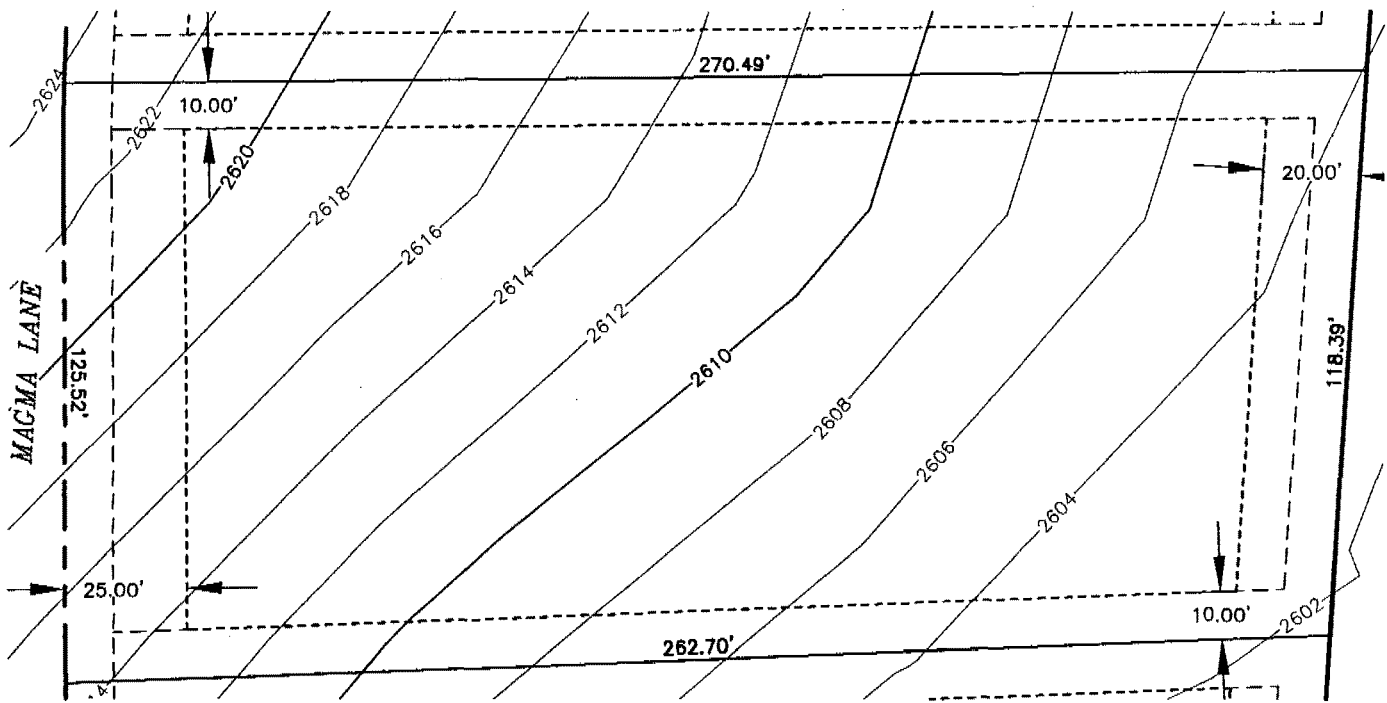
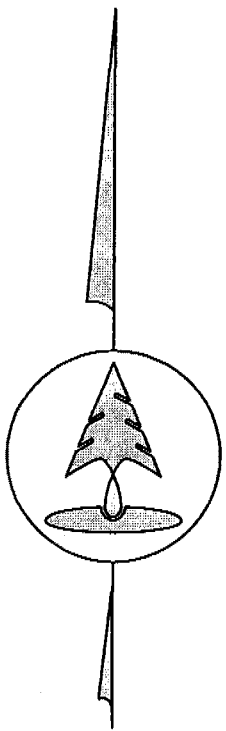


EXHIBIT 239



BLACK ROCK REFERENCE: LOT 273
 BLACK ROCK 4TH ADDITION: LOT 12, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 22,540 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

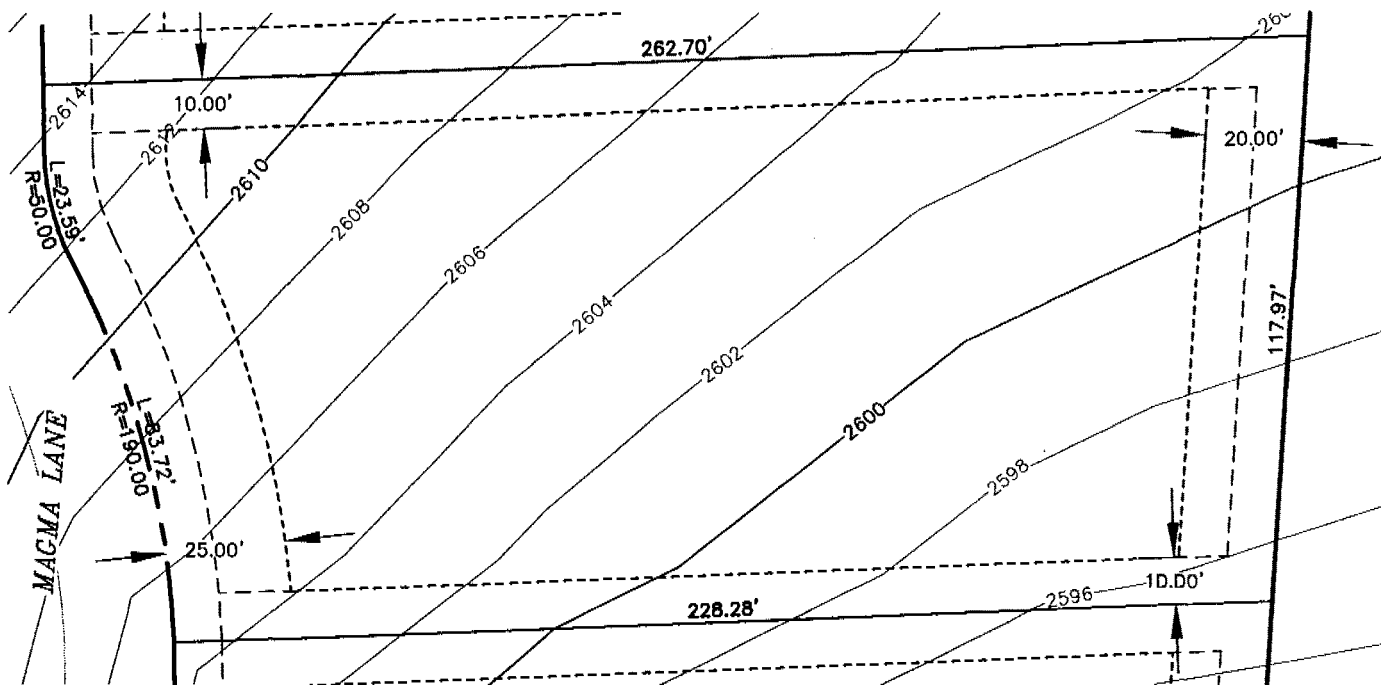
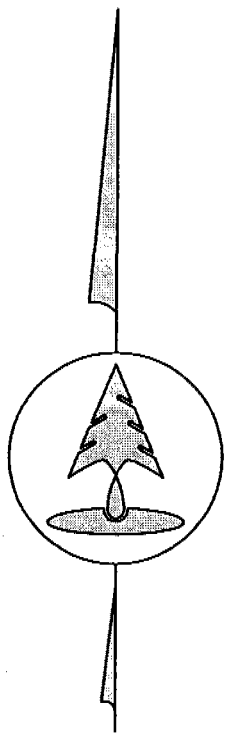


EXHIBIT 240

BLACK ROCK REFERENCE: LOT 274
 BLACK ROCK 4TH ADDITION: LOT 13, BLOCK 6
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 19,387sf

----- BUILDING ENVELOPE
 - · - · - · - · - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Coeur d'Alene
BLACK ROCK

Inland Northwest Consultants
 ENGINEERS • SURVEYORS • PLANNERS
 620 Post Street, Post Falls, Idaho 83854
 (208) 773-8370 • FAX (208) 777-3128
 E-MAIL: inlandnw@idlink.com

Z:/DATABASE/BLACK ROCK/PFD2D26/DWG/4TH ADD BL 6 lot 8.5x11

1803139

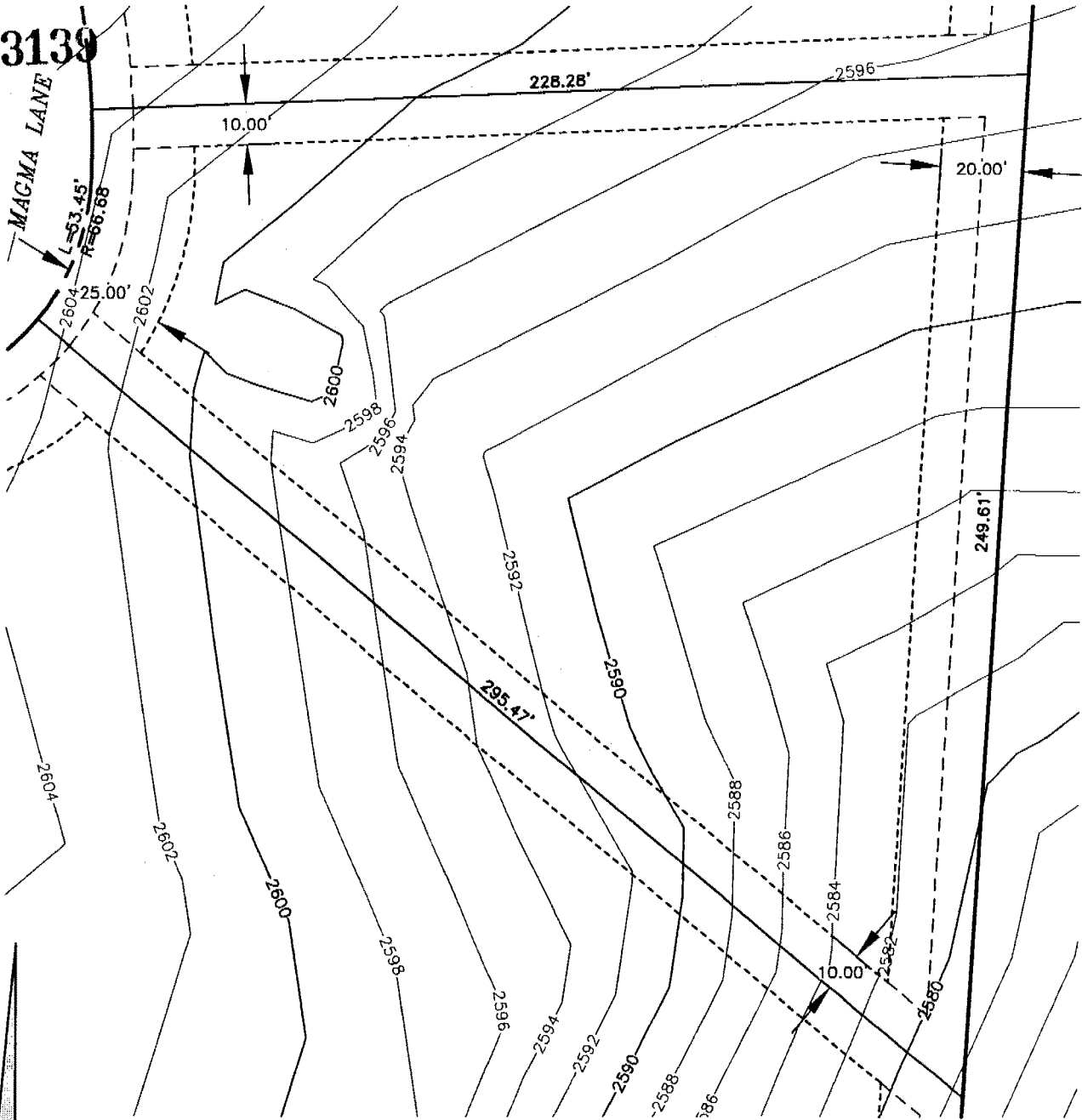
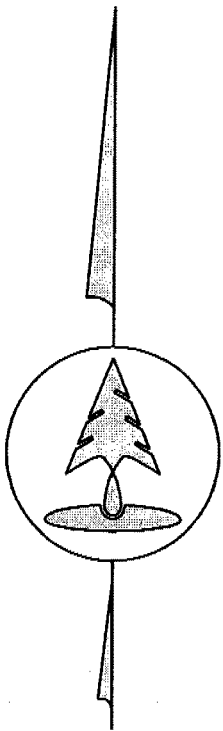


EXHIBIT 241

- BLACK ROCK REFERENCE: LOT 275
- BLACK ROCK 4TH ADDITION: LOT 14, BLOCK 6
- BULD. HEIGHT RESTRICTION: 2 STORY
- BUILDING ENVELOPE AREA: 24,473 sf
- BUILDING ENVELOPE
- EASEMENT LINE
- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Coeur d'Alene
BLACK ROCK

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 (208) 773-8370 • FAX (208) 777-2128
 E-MAIL: inlandnw@midlink.com

Z:/DATABASE/BLACK ROCK/PFO2026/DWG/4TH ADD BL 6 lot 8.5x11

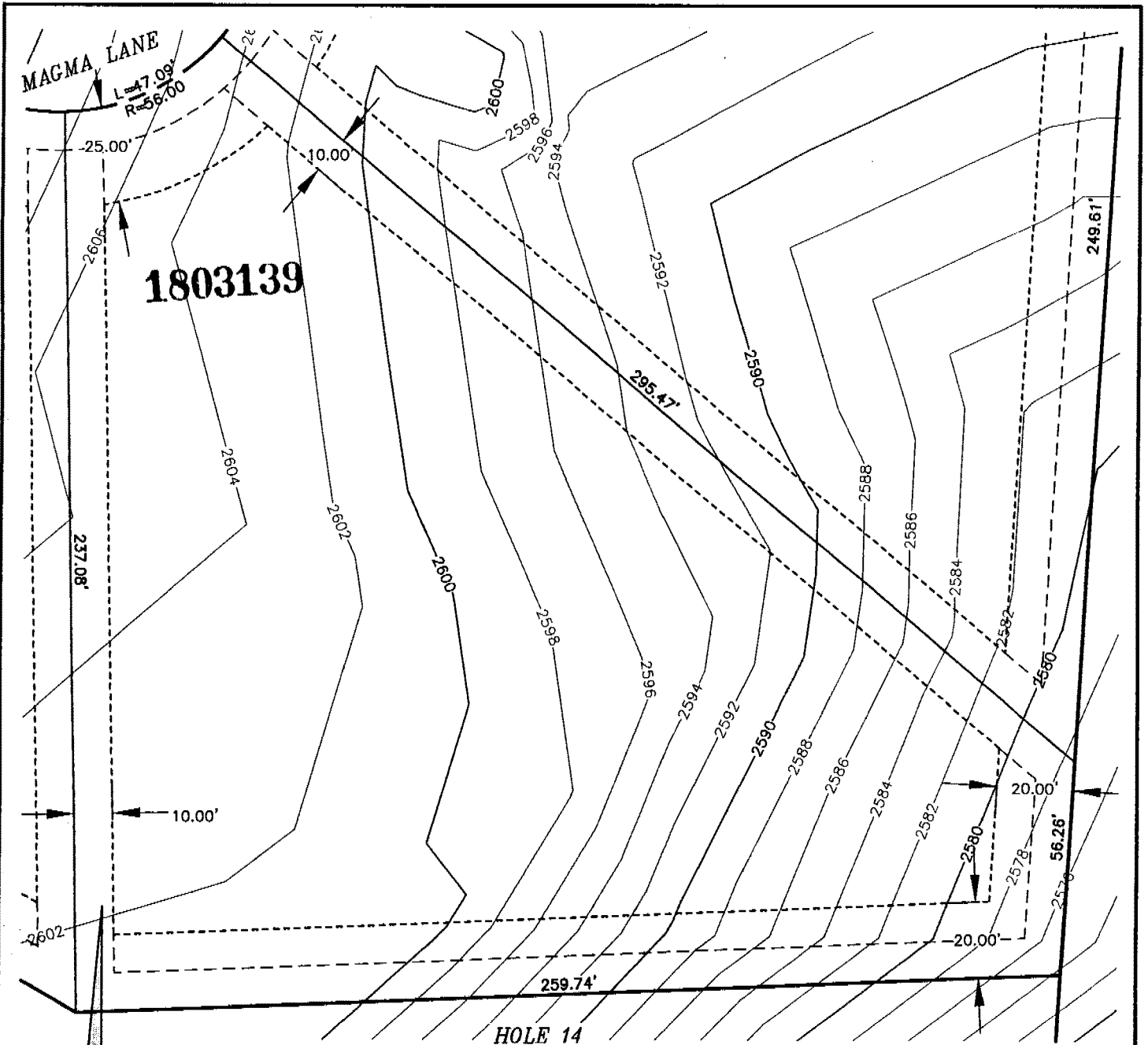


EXHIBIT 242

BLACK ROCK REFERENCE:	LOT 276	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 15, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	32,627 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



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SCALE: 1"=40'

05/08/03

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

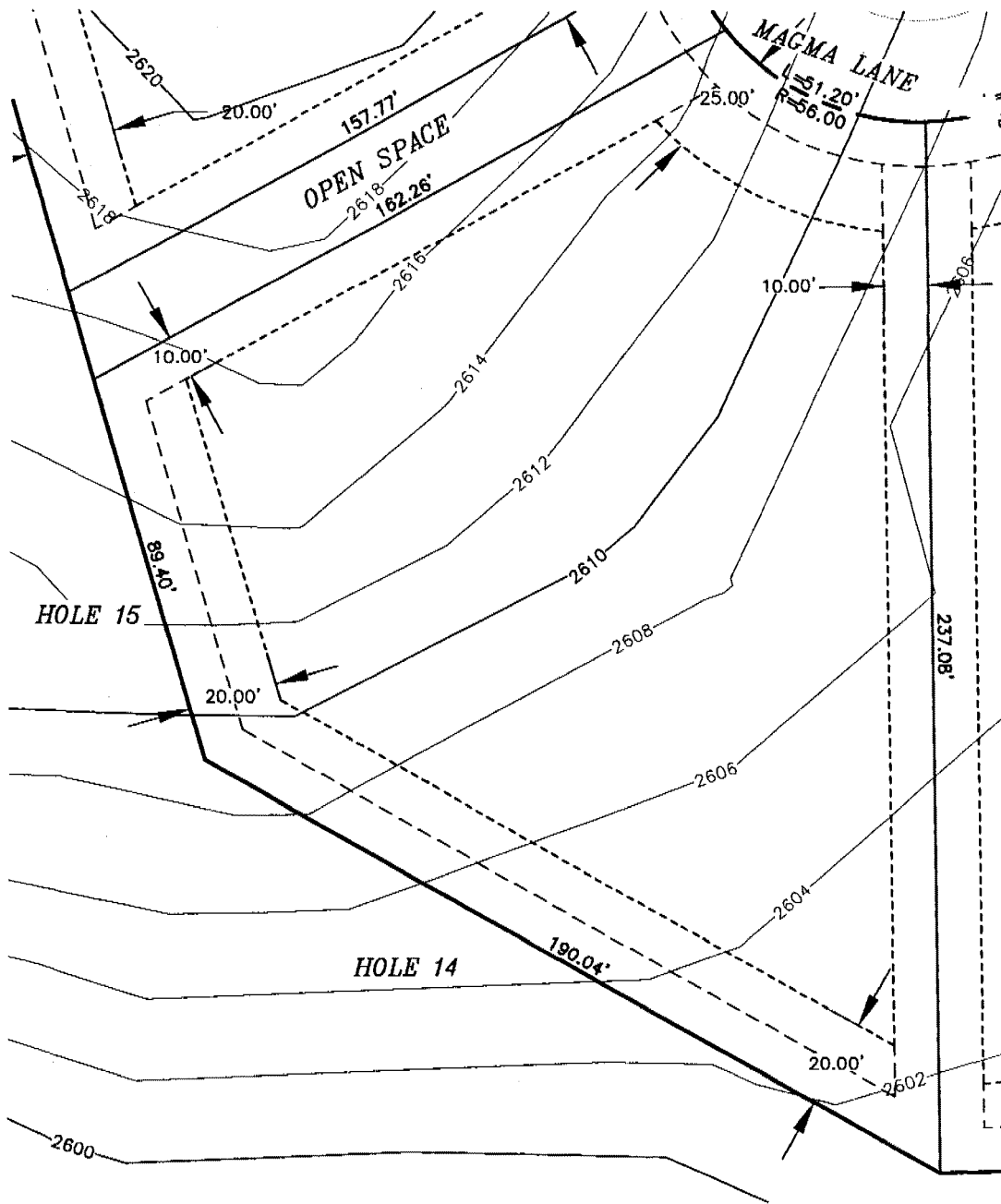
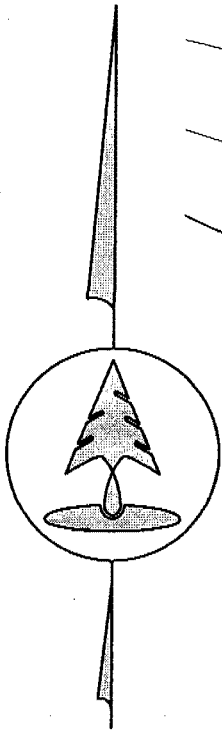


EXHIBIT 243

BLACK ROCK REFERENCE: LOT 277	----- BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION: LDT 16, BLOCK 6	----- EASEMENT LINE
BULD. HEIGHT RESTRICTION: 2 STORY	----- RIGHT-OF-WAY
BUILDING ENVELOPE AREA: 21,213 sf	

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Coeur d'Alene
BLACK ROCK

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670 Post Street, Post Falls, Idaho 83854
(208) 773-8370 • FAX (208) 777-2128
E-MAIL: inlandnw@midlink.com

Z:/DATABASE/BLACK ROCK/PF02026/DWG/4TH ADD BL 6 lot 8.5x11

1803139

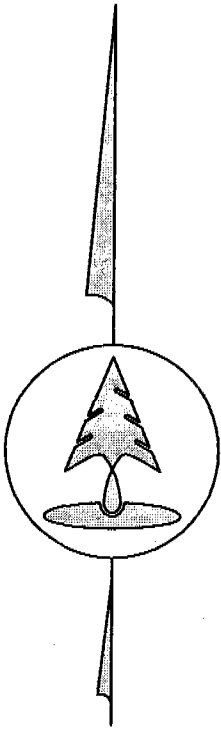
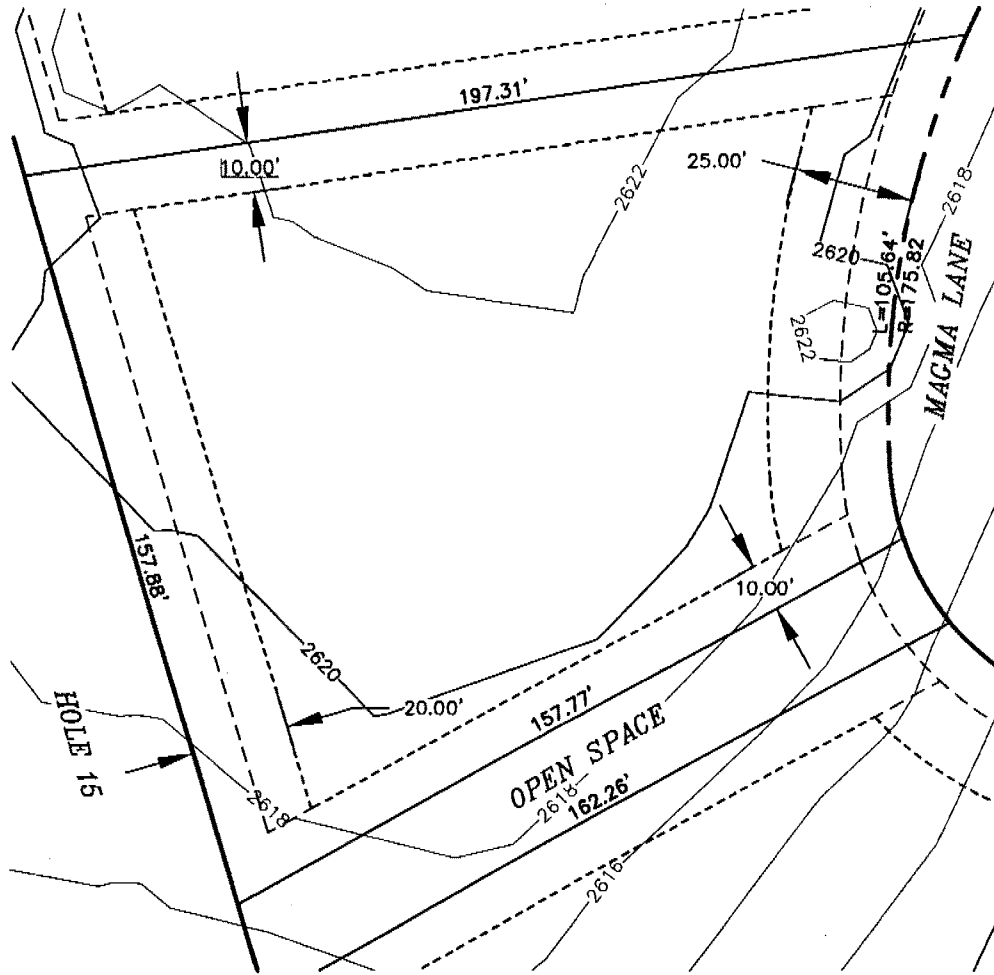


EXHIBIT 244

BLACK ROCK REFERENCE:	LOT 278	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 1, BLOCK 7	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	13,091 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Z:/DATA/BLACK ROCK/PFO2026/DWG/4TH ADD BL 5 &7 lot 8.5x11

1803139

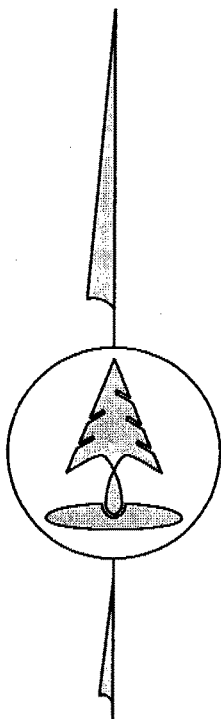
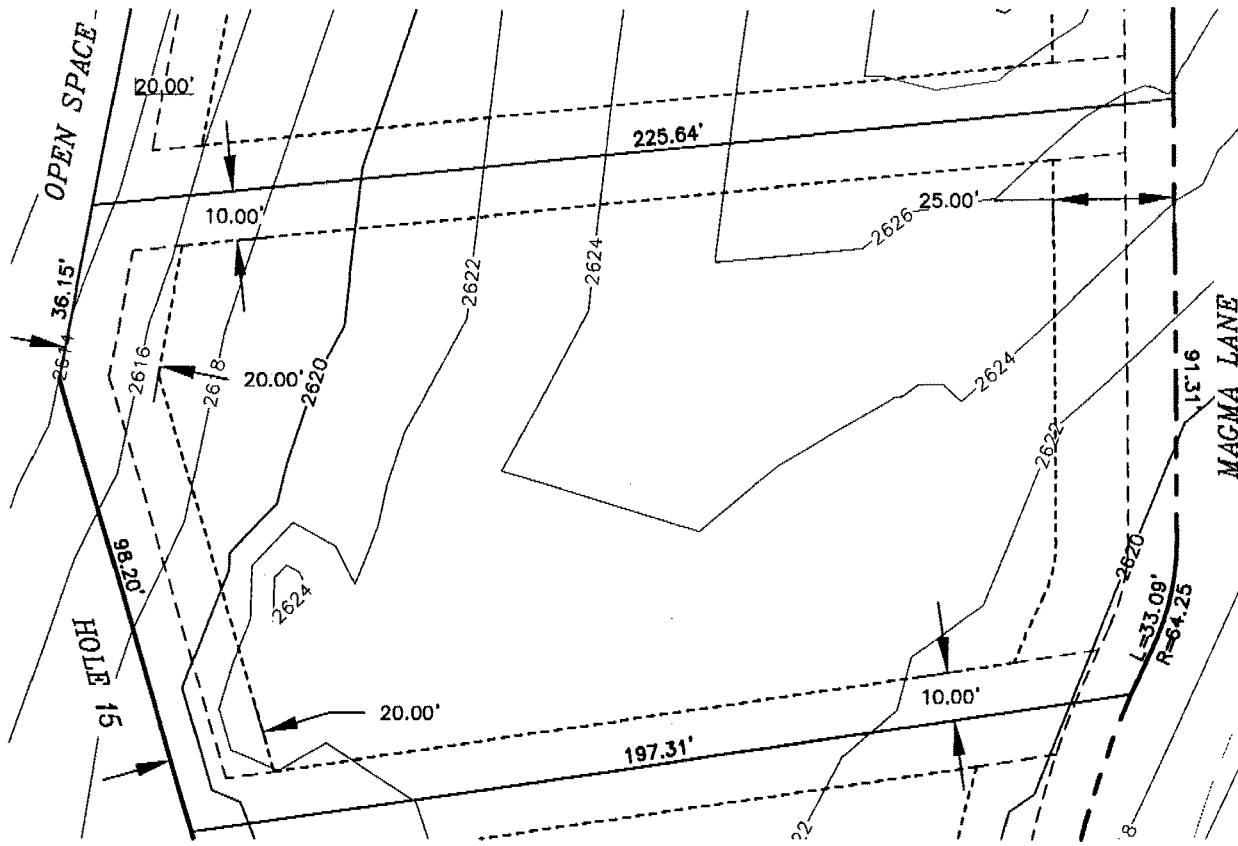


EXHIBIT 245

BLACK ROCK REFERENCE:	LOT 279	-----	BUILDING ENVELOPE
BLACK ROCK 4TH ADDITION:	LOT 2, BLOCK 7	- - - - -	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	=====	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	18,798 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

05/08/03



Z:/DATA./BLACK ROCK/PF02026/DWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

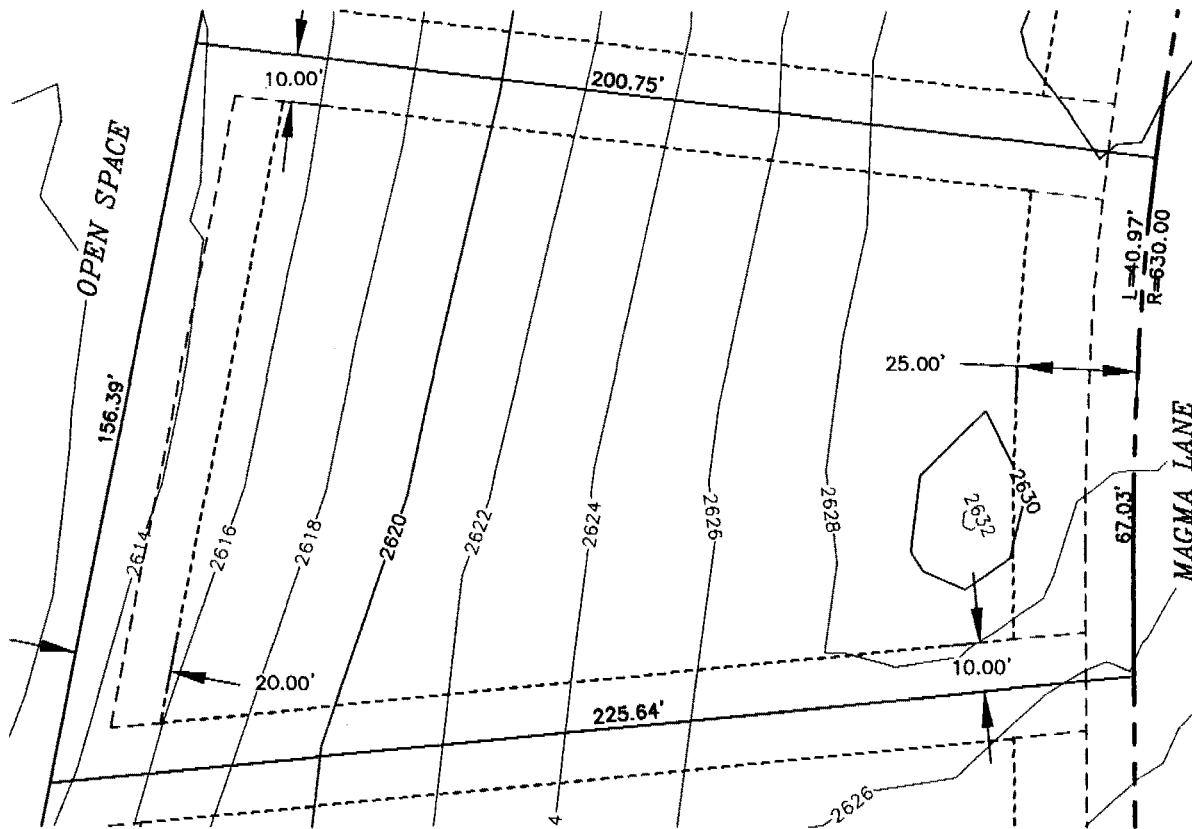
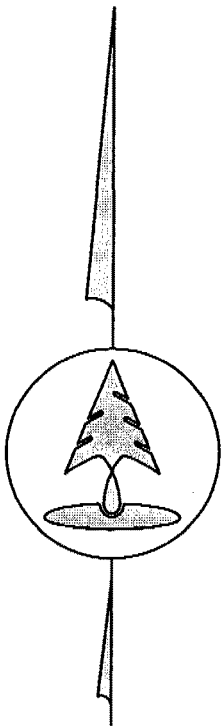


EXHIBIT 246

BLACK ROCK REFERENCE: LOT 280
 BLACK ROCK 4TH ADDITION: LOT 3, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 18,383 sf

----- BUILDING ENVELOPE
 ----- EASEMENT LINE
 ----- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Coeur d'Alene
BLACK ROCK

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 620 Park Street, Post Falls, Idaho 83854
 (208) 773-8370 • FAX (208) 777-2128
 E-MAIL: inlandnw@idblnk.com

Z:/DATA./BLACK ROCK/PFO2026/DWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

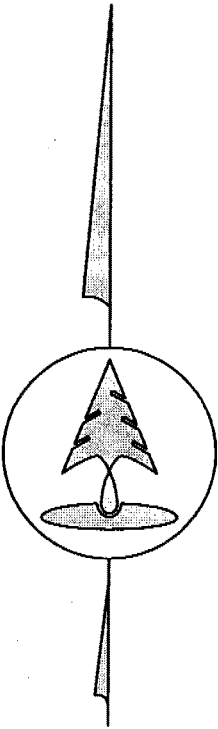


EXHIBIT 247

BLACK ROCK REFERENCE: LOT 281
 BLACK ROCK 4TH ADDITION: LOT 4, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 14,449 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Z:/DATA./BLACK ROCK/PF02026/DWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

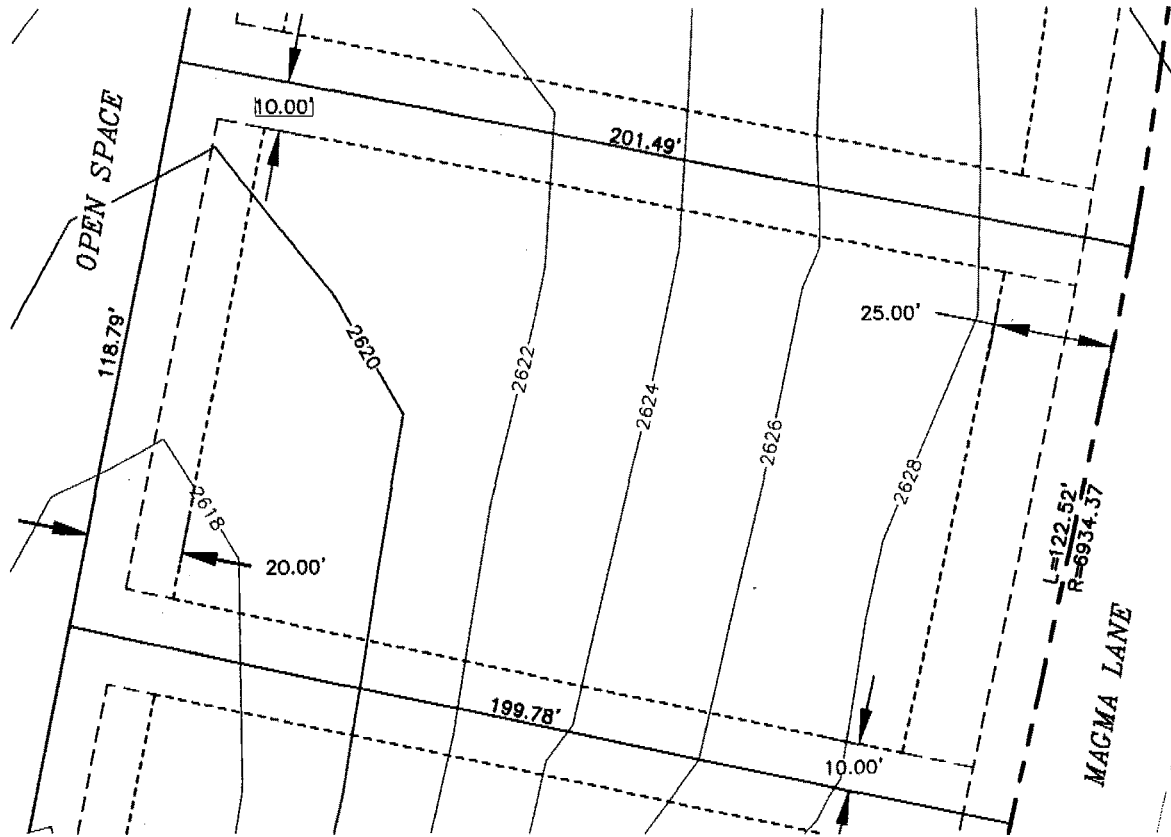
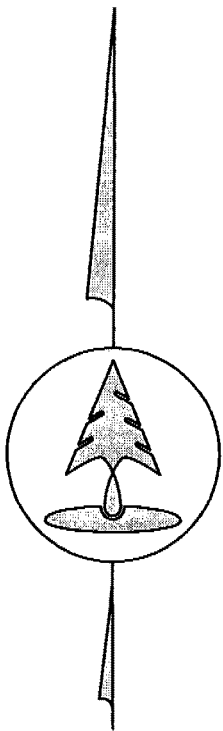


EXHIBIT 248



BLACK ROCK REFERENCE: LOT 282
 BLACK ROCK 4TH ADDITION: LOT 5, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 15,682 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

05/08/03

Coeur d'Alene
 **BLACK ROCK**


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 (208) 773-8370 • FAX (208) 777-2128
 E-MAIL: inlandnw@nidlink.com

Z:/DATA/BLACK ROCK/PF02D26/DWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

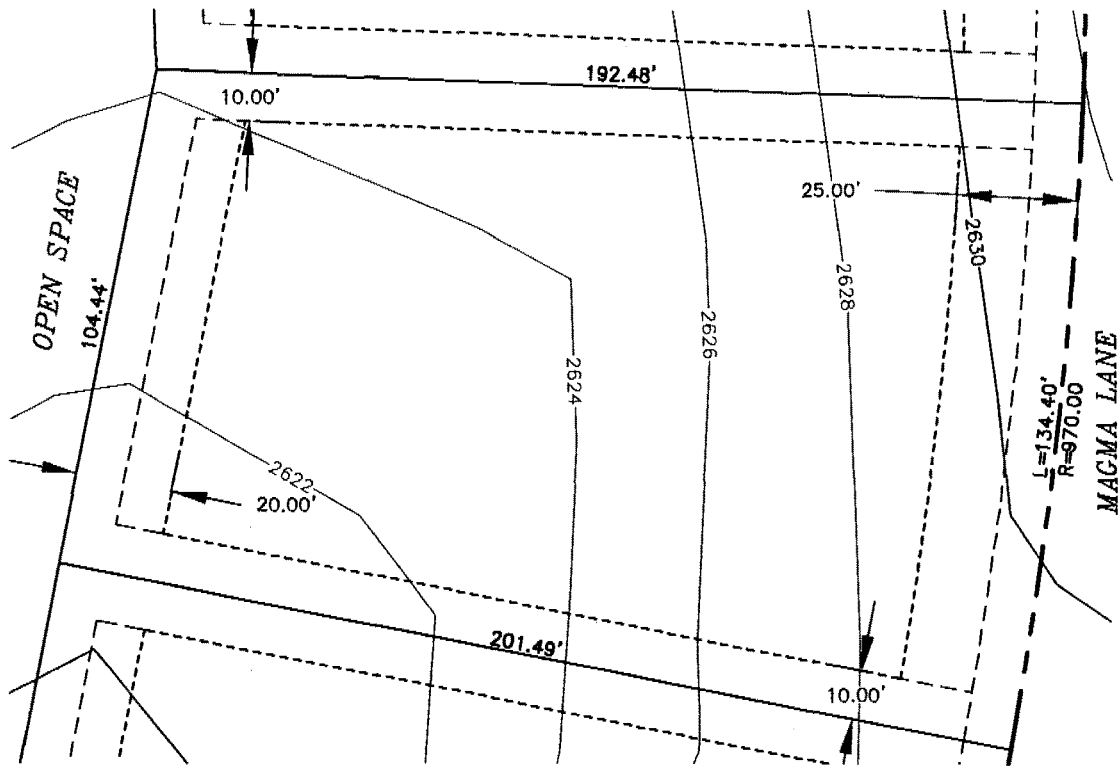
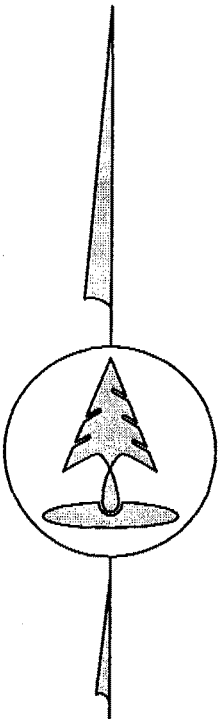


EXHIBIT 249

BLACK ROCK REFERENCE: LOT 283
 BLACK ROCK 4TH ADDITION: LOT 6, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 15,147 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03

Coeur d'Alene
BLACK ROCK

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 (208) 773-8370 • FAX (208) 777-2128
 E-MAIL: inlandnw@idlink.com

Z:/DATA/BLACK ROCK/PF02026/DWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

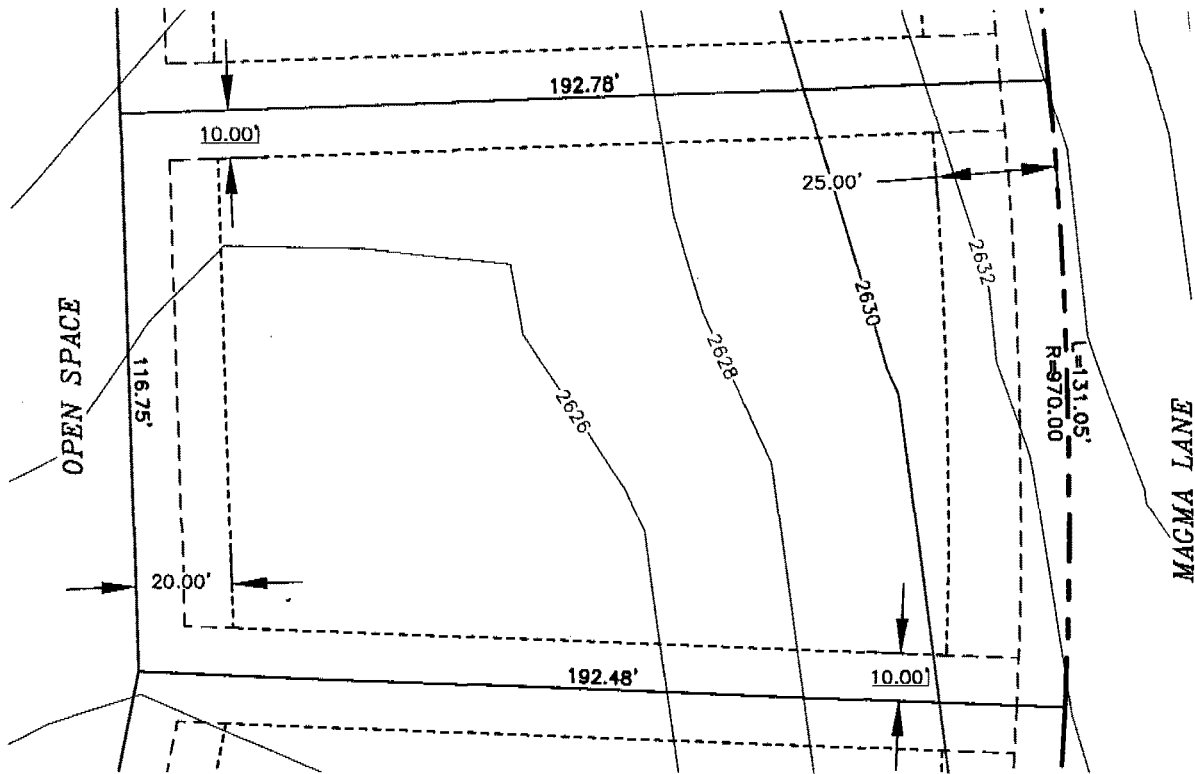
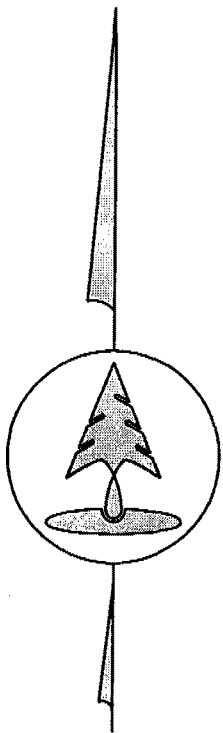


EXHIBIT 250

BLACK ROCK REFERENCE: LOT 284
 BLACK ROCK 4TH ADDITION: LOT 7, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 15,459 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - · - · - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



Z:/DATA/BLACK ROCK/PF02026/DWG/4TH ADD BL 5 & 7 lot 8.5x11

1803139

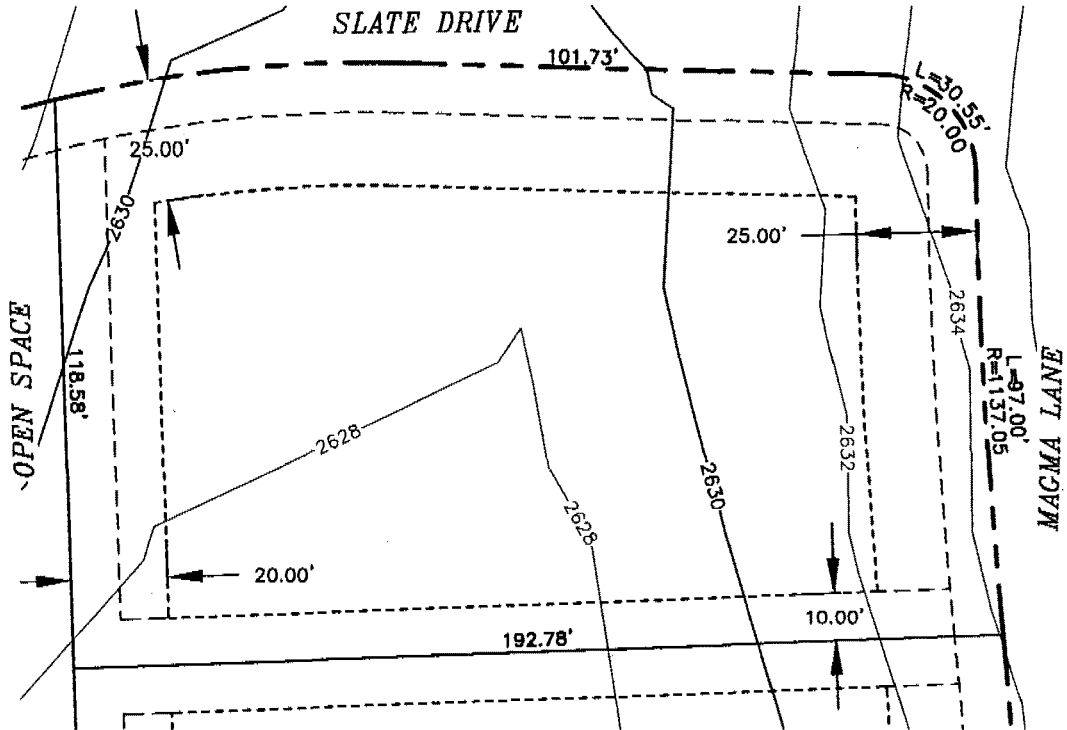
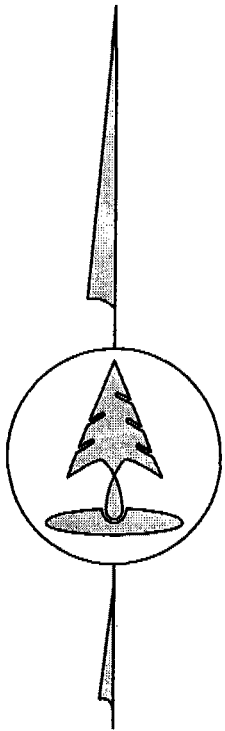


EXHIBIT 251

BLACK ROCK REFERENCE: LOT 285
 BLACK ROCK 4TH ADDITION: LOT 8, BLOCK 7
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 12,598 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 = = = = = RIGHT-OF-WAY

DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

05/08/03



Z:/DATA./BLACK ROCK/PF02026/DWG/3RD ADD BL 5 & 7 lot 8.5x11

1859226

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Black Rock

2004 FEB 19 P 3:29

DANIEL J. ENGLISH
DEPUTY
FEES 900



Coeur d'Alene
BLACK ROCK

**THIRD AMENDMENT
TO THE
THIRD ADDENDUM TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Third Amendment to the Third Addendum to
Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded a Third Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated February 6, 2002 and recorded in the office of the Kootenai County Recorder on March 12, 2002 as instrument number 1722879.

Said Addendum referenced attached Exhibits "B-117" through "B-172", Exhibits of Individual Lot Building Setbacks.

The Declarant wishes to amend the Third Addendum to the CC&Rs as follows:

1. Exhibit "B-153" of the Third Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-153"**;


Attached hereto and incorporated herein by this reference, is **Amended Exhibit "B-153"**, Exhibits of Individual Lot Building Setbacks.

NOW THEREFORE, this Third Amendment to the Third Addendum of the CC&Rs of Black Rock Planned Unit Development shall be recorded and included as a portion of the Third Addendum to the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development. This Third Amendment to the recorded Third Addendum of the CC&Rs of Black Rock Planned Unit Development and the Covenants, Conditions and Restrictions of Black Rock Planned Unit Development does not take the place of the Third Addendum or the CC&Rs already recorded, and is simply an amendment to the same, as noted above.

Dated this 12th day of February, 2004.

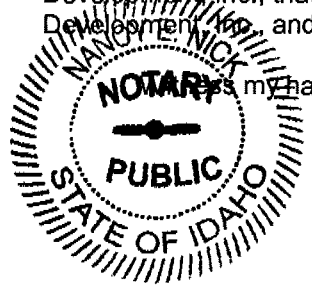
DECLARANT

Black Rock Development, Inc.,
an Idaho Corporation

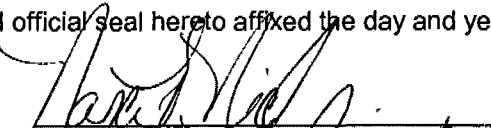
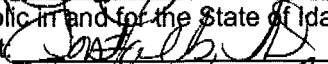
By: 
George W. Schillinger, Vice President

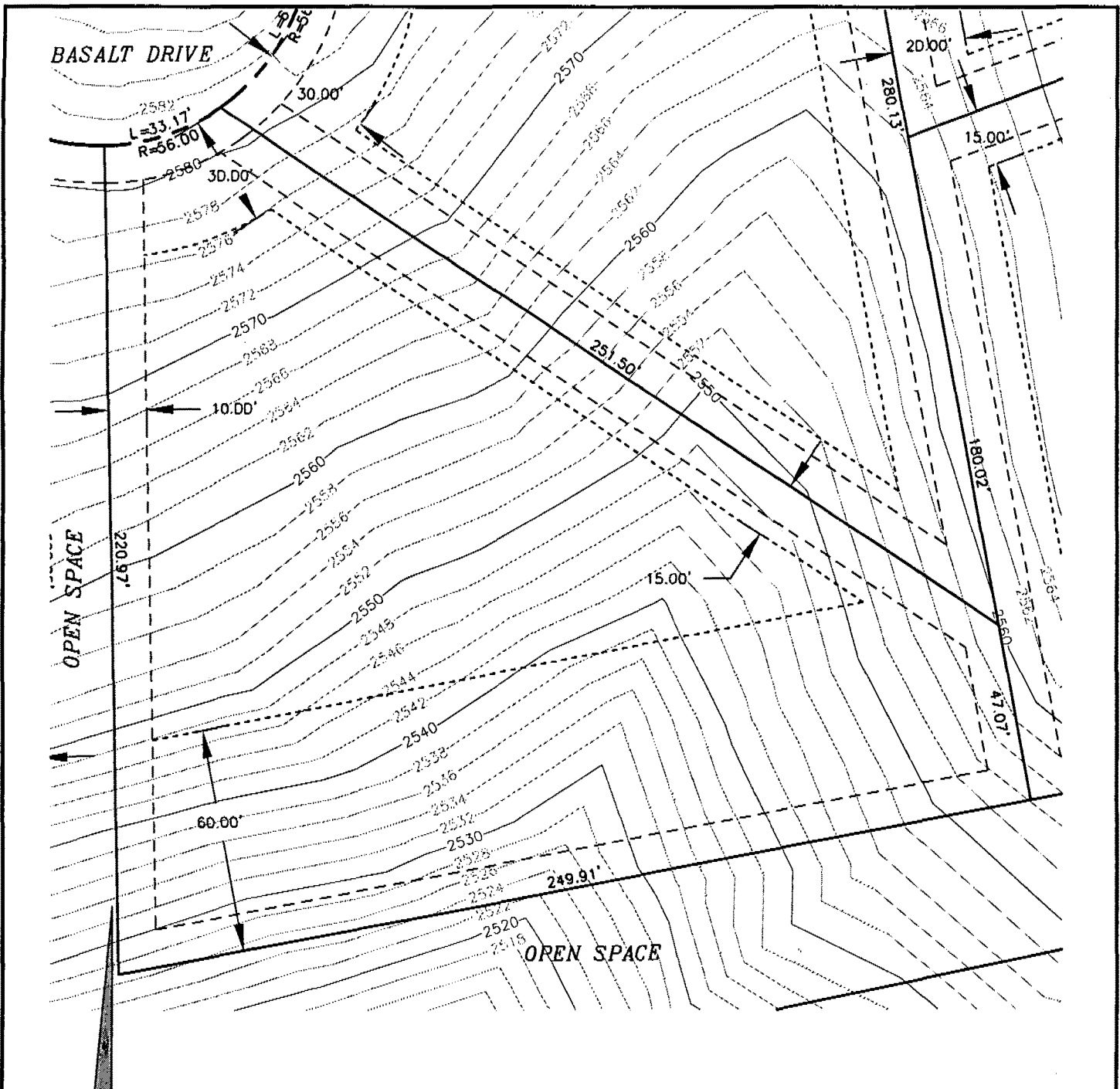
STATE OF IDAHO)
)ss.
County of Kootenai)

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 12th day of February, 2004, personally appeared before me George W. Schillinger, who, being by me first duly sworn, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.

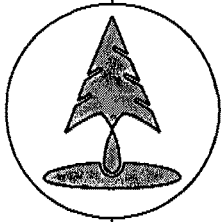


Witness my hand and official seal hereto affixed the day and year first above written.


Notary Public in and for the State of Idaho
Residing at 
My Commission Expires: 10-31-2009



AMENDED EXHIBIT "B-153"



BLACK ROCK REFERENCE: LOT 189
 BLACK ROCK 2ND ADDITION: LOT 1, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 15,124 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

02/11/04

Coeur d'Alene
BLACK ROCK

Inland Northwest Consultants
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 620 Post Street, Boise Falls, Idaho 83454
 (208) 773-8370 • FAX (208) 777-3138
 E-MAIL: Inlandnw@nidlink.com

Z:/DATABASE/BLACK ROCK/01D117/DWG/2ND ADD 189 lot 8.5x11

1876953

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Black Rock Development

2004 MAY 20 A 9:00

DANIEL J. ENGLISH

DEPUTY

FEES

33⁰⁰



**FIRST AMENDMENT TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS**

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BLACK ROCK**

The undersigned, Black Rock Development, Inc., an Idaho corporation doing business under the laws of the state of Idaho, is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Black Rock Planned Unit Development, recorded in Kootenai County, Idaho, on July 31, 2001 as instrument number 1689309. The Black Rock Planned Unit Development ("Black Rock") is more particularly described on **Exhibit "A"**, attached hereto (hereinafter referred to as the "Property").

Pursuant to Section 16.2. and Section 26.2 of said Covenants, Conditions and Restrictions, Declarant hereby amends and adopts the following First Amendment to the Covenants, Conditions and Restrictions for the Black Rock Planned Unit Development.

1. Section 11.5.6. **Irrigation Water** currently reads as follows:

11.5.6. **Irrigation Water**. Irrigation use is defined as any use necessary for maintaining any and all landscaping, including common areas and, for purposes of this Declaration, all out of doors use, including, but not limited to, watering and/or washing pets, washing cars, and the like.

Section 11.5.6. is hereby amended to read (changes are shown in bold)

11.5.6. **Irrigation Water**. Irrigation use is defined as any use necessary for maintaining any and all landscaping, including common areas. ~~and, for purposes of this Declaration, all out of doors use, including, but not limited to, watering and/or washing pets, washing cars, and the like.~~ **ANY USE OF POTABLE WATER FOR IRRIGATION IS PROHIBITED.**

- Section 11.5.10. **Frost-Free Hose Bibs** currently reads as follows:

11.5.10. **Frost-Free Hose Bibs**. Frost free hose bibs are allowed on Dwelling Units, however the number allowed per Dwelling Unit shall be based upon the size of the Dwelling Unit and shall be at the discretion of the Design Committee. **ANY USE OF POTABLE WATER OUT OF DOORS IS PROHIBITED.**

Section 11.5.10. is hereby amended to read (changes are shown in bold)

11.5.10. **Frost-Free Hose Bibs.** Frost free hose bibs are allowed on Dwelling Units, however the number allowed per Dwelling Unit shall be based upon the size of the Dwelling Unit and shall be at the discretion of the Design Committee. ~~ANY USE OF POTABLE WATER OUT OF DOORS IS PROHIBITED.~~

2. Section 14.1 **Covenant to Pay and Personal Obligation for Assessments** currently reads as follows:

14.1. **Covenant to Pay and Personal Obligation for Assessments.** Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, is deemed to covenant to pay to the Association (1) the Annual Assessments imposed by the Board of Directors as necessary to fund the Maintenance Fund and to generally carry out the functions of the Association, including, without limitation, the payment of Common Expenses; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; (3) Utility Assessments for any utility services provided by the Association; (4) Default Assessments which may be assessed against a Lot pursuant to the Black Rock Documents for the Owner's failure to perform an obligation under the Black Rock Documents or because the Association has incurred an expense on behalf of or caused by the Owner under the Black Rock Documents; and (5) any other Assessments as the Board may impose from time to time. Owner further covenants to pay all utility fees and charges levied by Black Rock Utilities.

Each such Assessment, together with fines, interest, costs and reasonable attorneys' (and legal assistants') fees, will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment becomes due, and two or more Owners of a Lot will be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessment by abandonment of his Lot or by waiver of the use or enjoyment of the Common Area. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 14.1. is hereby amended to read (changes are shown in bold)

14.1. **Covenant to Pay and Personal Obligation for Assessments.** Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by accepting a deed

for a Lot, is deemed to covenant to pay to the Association (1) the Annual Assessments imposed by the Board of Directors as necessary to fund the Maintenance Fund and to generally carry out the functions of the Association, including, without limitation, the payment of Common Expenses; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; (3) Utility Assessments for any utility services provided by the Association; (4) Default Assessments which may be assessed against a Lot pursuant to the Black Rock Documents for the Owner's failure to perform an obligation under the Black Rock Documents or because the Association has incurred an expense on behalf of or caused by the Owner under the Black Rock Documents; and (5) any other Assessments as the Board may impose from time to time. **Each Owner of a Member Cabin or Member Cottage, by accepting a deed for such Lot, is further deemed to covenant to pay to the Association Cabin and Cottage Exterior Maintenance assessments. Each Owner of any Lot further covenants to pay all utility fees and charges levied by Black Rock Utilities.**

Each such Assessment, together with fines, interest, costs and reasonable attorneys' (and legal assistants') fees, will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment becomes due, and two or more Owners of a Lot will be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessment by abandonment of his Lot or by waiver of the use or enjoyment of the Common Area. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

3. Section 14.3.3. **Collection** currently reads as follows:

14.3.3. **Collection.** Annual Assessments will be collected annually in advance on the tenth (10) day of January of each calendar year. The omission or failure of the Association to fix the Annual Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association will have the right, but not the obligation, to prorate refunds of any Annual Assessment in excess of the actual expenses incurred in any fiscal year.

Section 14.3.3. is hereby amended as follows (changes are in bold):

14.3.3. **Collection.** Annual assessments will be collected at such frequency as the Board may determine from time to time. The

Board shall notify each Owner of the applicable due dates for payments when the Board sends out notice of the amount of the Annual Assessments to be levied as described in Section 14.3.1 above. Assessments shall be billed and collected, on behalf of the Black Rock Homeowner's Association by such agent as the Board may appoint from time to time. The omission or failure of the Association to fix the Annual Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association will have the right, but not the obligation, to prorate refunds of any Annual Assessment in excess of the actual expenses incurred in any fiscal year.

4. Adding the following new Section 14.15 Member Cabin and Member Cottage Maintenance Assessments:

14.15. Member Cabin and Member Cottage Maintenance Assessments.

14.15.1. Determination by Board. The Board shall levy an annual maintenance fee, assessed only against the Owners of Member Cabins and Member Cottages, which shall include the costs incurred by the Association for exterior maintenance of the Member Cabins and Member Cottages.

14.15.2. Apportionment and Collection of Cabin Maintenance Assessments. The Board shall apportion the Member Cabin and Member Cottage Exterior Maintenance Assessments among the Owners of the Member Cabins and Member Cottages and shall collect payment in accordance with the provisions for collection of Annual Assessments set forth in Section 14.3.2 herein.

14.15.3 Calculation and Notice. Notice of the amount and due dates for such Member Cabin and Member Cottage Maintenance Assessments shall be given in accordance with the provisions for calculation and notice of Annual Assessments set forth in Section 14.3.1 herein.

14.15.4. Date of Commencement of Member Cabin and Member Cottage Maintenance Assessments. The Member Cabin and Member Cottage Maintenance Assessments shall commence for each Member Cabin or Member Cottage on a prorated basis on the first of the month following Closing on the purchase of such Member Cabin or Member Cottage.

Section 14.3.1 shall hereby supercede and replace Section 14.3.1 as previously written and recorded on July 31, 2001. Section 14.3.3. shall hereby supercede 14.3.3. as previously written and recorded on July 31, 2001. New Section 14.15 shall be retroactively effective as of the date on which the first sale


of a Member Cabin or Member Cottage closed. The remaining Covenants, Conditions and Restrictions shall remain in full force and effect except as hereby amended herein.

This Amendment has first been provided, to all Owners of record on April 2, 2004, in accordance with the provisions of Section 26.2.2 of the Covenants, Conditions and Restrictions. Declarant hereby certifies that less than 80% of such Owners have objected to this amendment.

Dated this 13 day of May, 2004.

DECLARANT

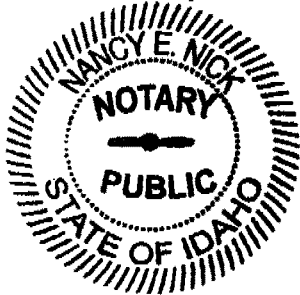
Black Rock Development, Inc.
an Idaho Corporation

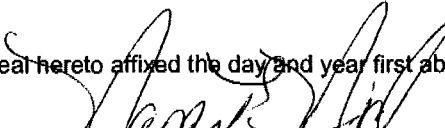
By: 
Marshall R. Chesrown, President

STATE OF IDAHO)
)ss.
County of Kootenai)

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 13 day of May, 2004, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.

Witness my hand and official seal hereto affixed the day and year first above written.





Notary Public in and for the State of Idaho
Residing at: 5007 Fairview Dr
My Commission Expires: 10-31-2009

1689309

CONFORM COPY

1876953

EXHIBIT A

Black Rock P.U.D.
(Main Parcel)

A parcel of land being portions of Sections 8, 9, 16 and 17, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at an iron rod monument marking the West Quarter, said Section 8, from which an aluminum cap monument marking the Southwest corner thereof bears S 03°15'27" W a distance of 2629.95 feet; thence, S 86°49'26" E along the North line of the Southwest Quarter, said Section 8, a distance of 331.34 feet to an iron pipe with a 2-1/2" brass cap stamped "BLACKROCK POB INC PLS 6602 2001", being a point on the southerly Right-of-Way line of Loft's Bay Road, and the True POINT-OF-BEGINNING for this description.

Thence, in an easterly direction, along said southerly Right-of-Way line, the following courses:

1. S 86°49'26" E a distance of 198.63 feet to the beginning of a curve concave southerly, having a radius of 2048.74 feet, the long chord of which bears S 84°42'59" E a distance of 150.67 feet;
2. Easterly along said curve, through a central angle of 4°12'53", a distance along the arc of 150.71 feet;
3. S 82°36'33" E a distance of 219.42 feet to the beginning of a curve concave northerly, having a radius of 2069.79 feet, the long chord of which bears S 85°42'53" E a distance of 224.26 feet;
4. Easterly along said curve, through a central angle of 6°12'40", a distance along the arc of 224.37 feet;
5. S 88°49'13" E a distance of 122.94 feet to the beginning of a curve concave southerly, having a radius of 3303.74 feet, the long chord of which bears S 87°25'01" E a distance of 161.80 feet;
6. Easterly along said curve, through a central angle of 2°48'23", a distance along the arc of 161.82 feet;
7. S 86°00'50" E a distance of 572.94 feet to the beginning of a curve concave southerly, having a radius of 517.08 feet, the long chord of which bears S 73°11'16" E a distance of 229.58 feet;
8. Easterly along said curve, through a central angle of 25°39'08", a distance along the arc of 231.50 feet;
9. S 60°21'42" E a distance of 119.87 feet to the beginning of a curve concave northerly, having a radius of 543.06 feet, the long chord of which bears S 72°38'05" E a distance of 230.88 feet;
10. Easterly along said curve, through a central angle of 24°32'46", a distance along the arc of 232.65 feet;

Exhibit "A"

1689309

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CALIFORNIA

COUNTY

11. S $84^{\circ}54'28''$ E a distance of 101.79 feet to the beginning of a curve concave northerly, having a radius of 669.49 feet, the long chord of which bears N $80^{\circ}34'21''$ E a distance of 335.70 feet;
 12. Easterly along said curve, through a central angle of $29^{\circ}02'23''$, a distance along the arc of 339.32 feet to the beginning of a compound curve concave northwesterly, having a radius of 963.99 feet, the long chord of which bears N $57^{\circ}03'24''$ E a distance of 301.47 feet;
 13. northeasterly along said curve, through a central angle of $17^{\circ}59'31''$, a distance along the arc of 302.71 feet;
 14. N $48^{\circ}03'38''$ E a distance of 209.94 feet to the beginning of a curve concave southeasterly, having a radius of 1850.37 feet, the long chord of which bears N $51^{\circ}47'40''$ E a distance of 241.00 feet;
 15. northeasterly along said curve, through a central angle of $7^{\circ}28'04''$, a distance along the arc of 241.17 feet;
 16. N $55^{\circ}31'42''$ E a distance of 299.98 feet to the beginning of a curve concave southerly, having a radius of 245.53 feet, the long chord of which bears N $87^{\circ}04'50''$ E a distance of 256.96 feet;
 17. Easterly along said curve, through a central angle of $63^{\circ}06'15''$, a distance along the arc of 270.42 feet;
 18. S $61^{\circ}22'03''$ E a distance of 209.46 feet to the beginning of a curve concave northerly, having a radius of 331.50 feet, the long chord of which bears S $86^{\circ}05'41''$ E a distance of 277.33 feet;
 19. Easterly along said curve, through a central angle of $49^{\circ}27'16''$, a distance along the arc of 286.13 feet to the beginning of a compound curve concave northwesterly, having a radius of 815.89 feet, the long chord of which bears N $55^{\circ}52'19''$ E a distance of 375.56 feet;
 20. northeasterly along said curve, through a central angle of $26^{\circ}36'45''$, a distance along the arc of 378.96 feet;
 21. N $42^{\circ}33'56''$ E a distance of 725.95 feet to the beginning of a curve concave northwesterly, having a radius of 1730.84 feet, the long chord of which bears N $40^{\circ}54'16''$ E a distance of 100.35 feet;
 22. northeasterly along said curve, through a central angle of $3^{\circ}19'20''$, a distance along the arc of 100.36 feet to the intersection of said southerly Right-of-Way line with the East line of the Northeast Quarter, said section 8;
- thence, N $03^{\circ}45'34''$ E along said Ease line a distance of 415.50 feet to the northwest corner of Government Lot 5, said Section 9;
- thence, N $89^{\circ}21'52''$ E along the North line thereof a distance of 298.90 feet;

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1876953

thence, S 87°41'59" E, continuing along said line, a distance of 956.51 feet to the northeast corner thereof;

thence, S 02°05'41" W along the East line thereof a distance of 880.08 feet;

thence, S 84°22'57" E a distance of 1291.20 feet to a point on the East line of Government Lot 6, said Section 9;

thence, S 02°18'52" W along said East line a distance of 858.52 feet to the southwest corner thereof;

thence, S 03°26'57" W along the East line of the Southwest Quarter, said Section 9, a distance of 2619.39 feet to the South Quarter corner thereof;

thence, S 03°45'42" W along the East line of the Northwest Quarter, said Section 16, a distance of 957.91 feet to the intersection of said East line with the northerly Right-of-Way line of Rockford Bay Road.

Thence, southwesterly along said northerly Right-of-Way line, the following courses:

1. S 12°19'24" W a distance of 361.23 feet to the beginning of a curve concave northwesterly, having a radius of 1061.97 feet, the long chord of which bears S 47°13'12" W a distance of 181.30 feet;

2. southwesterly along said curve, through a central angle of 9°47'36", a distance along the arc of 181.52 feet;

3. S 52°07'00" W a distance of 117.96 feet to the beginning of a curve concave northwesterly, having a radius of 472.14 feet, the long chord of which bears S 61°57'30" W a distance of 161.40 feet;

4. southwesterly along said curve, through a central angle of 19°41'00", a distance along the arc of 162.20 feet;

5. S 71°48'00" W a distance of 127.88 feet to the beginning of a curve concave southeasterly, having a radius of 997.24 feet, the long chord of which bears S 65°26'05" W a distance of 221.13 feet;

6. southwesterly along said curve, through a central angle of 12°43'51", a distance along the arc of 221.58 feet;

7. S 59°04'09" W a distance of 107.76 feet to the beginning of a curve concave northwesterly, having a radius of 1186.70 feet, the long chord of which bears S 64°44'52" W a distance of 234.84 feet;

1689309
1876953

8. southwesterly along said curve, through a central angle of $11^{\circ}21'25''$, a distance along the arc of 235.22 feet;
9. $S 70^{\circ}25'34'' W$ a distance of 521.16 feet to the beginning of a curve concave northerly, having a radius of 2716.47 feet, the long chord of which bears $S 75^{\circ}32'44'' W$ a distance of 484.79 feet;
10. westerly along said curve, through a central angle of $10^{\circ}14'20''$, a distance along the arc of 485.44 feet to the beginning of a compound curve concave northerly, having a radius of 1075.71 feet, the long chord of which bears $S 83^{\circ}17'43'' W$ a distance of 98.73 feet;
11. southwesterly along said curve, through a central angle of $5^{\circ}15'38''$, a distance along the arc of 98.77 feet;
12. $S 85^{\circ}55'32'' W$ a distance of 372.25 feet to the intersection of said northerly Right-of-Way line with the West line of the Northwest Quarter, said section 16.
thence, $N 03^{\circ}17'00'' E$ along said West line a distance of 946.77 feet;
thence $N 86^{\circ}45'21'' W$ a distance of 658.85 feet;
thence, $N 03^{\circ}15'14'' E$ a distance of 1309.07 feet to the South line, said Section 8;
thence, $N 86^{\circ}44'32'' W$ along said line a distance of 1979.13 feet to the South Quarter corner, said section 8;
thence, $N 86^{\circ}55'57'' W$ along the South line of the Southwest Quarter said section 8 a distance of 1321.88 feet;
thence, $N 03^{\circ}24'29'' E$ a distance of 1308.70 feet;
thence, $N 86^{\circ}56'26'' W$ a distance of 991.92 feet;
thence, $N 03^{\circ}14'13'' E$ a distance of 1314.32 feet to the True POINT-OF-BEGINNING;

Said parcel containing approximately 656.9 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:
(Sales Office Parcel)

COMMENCING at the aforementioned South Quarter corner, said Section 9; thence, $S 03^{\circ}46'32'' W$ a distance of 1033.03 feet to an iron rod monument marking the intersection of the West line of Tax Parcel No. 3910 with the southerly Right-of-Way line of Rockford Bay Road, the True POINT-OF-BEGINNING for this description;

thence, along the perimeter of said Tax Parcel No. 3910, the following courses:

1689309

CONFORM
COPY

1876953

1. N 43°47'52" E along said Right-of-Way line a distance of 310.24 feet;
2. S 39°25'06" E, leaving said Right-of-Way line, a distance of 123.90 feet;
3. S 39°18'44" E a distance of 124.38 feet;
4. S 06°37'38" W a distance of 30.00 feet;
5. S 57°00'33" W a distance of 290.00 feet;
6. S37°35'51" W a distance of 240.09 feet;
7. N 03°28'17" E along said West line of Tax Parcel No. 3910 a distance of 346.59 feet to the True POINT-OF-BEGINNING;

Said parcel containing approximately 2.2 acres, more or less.

Said described combined parcels contain 659.1 acres (gross), less 2.2 acres of Loffs Bay Road and Black Rock Road Rights-of-Way leaving a net area of 656.9 acres, more or less.

1880211

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Inland Northwest Consultants

2004 JUN -4 P 2:31

DANIEL J. ENGLISH *Esa*

DEPUTY

FEES 900



Coeur d'Alene
BLACK ROCK

**SIXTH ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

1880211

Plat of	Block	Lot	Setbacks			
			Front	Flanking	Rear	Side
B.R. Fifth Add.	1	1	20	20	20	10
B.R. Fifth Add.	1	2	20	N/A	20	10
B.R. Fifth Add.	1	3	20	N/A	20	10
B.R. Fifth Add.	1	4	20	N/A	20	10
B.R. Fifth Add.	2	1	20	N/A	20	10
B.R. Fifth Add.	2	2	20	N/A	20	10
B.R. Fifth Add.	2	3	20	N/A	20	10
B.R. Fifth Add.	2	4	20	N/A	20	10
B.R. Fifth Add.	2	5	20	N/A	20	10
B.R. Fifth Add.	2	6	20	N/A	20	10
B.R. Fifth Add.	2	7	20	20	20	10
B.R. Fifth Add.	3	1	20	N/A	20	10
B.R. Fifth Add.	3	2	20	20	20	10
B.R. Fifth Add.	3	3	20	N/A	20	10
B.R. Fifth Add.	4	1	20	N/A	20	10
B.R. Fifth Add.	4	2	20	N/A	20	10
B.R. Fifth Add.	4	3	20	20	20	10
B.R. Fifth Add.	5	1	20	N/A	20	10
B.R. Fifth Add.	5	2	20	N/A	20	10
B.R. Fifth Add.	5	3	20	N/A	20	10
B.R. Fifth Add.	5	4	20	N/A	20	10
B.R. Fifth Add.	5	5	20	N/A	20	10
B.R. Fifth Add.	5	6	20	N/A	20	10
B.R. Fifth Add.	5	7	20	N/A	20	10
B.R. Fifth Add.	5	8	20	N/A	20	10
B.R. Fifth Add.	5	9	20	N/A	20	10
B.R. Fifth Add.	6	1	10	N/A	0	0
B.R. Fifth Add.	6	2	10	N/A	0	0
B.R. Fifth Add.	6	3	10	N/A	0	0
B.R. Fifth Add.	6	4	10	N/A	0	0
B.R. Fifth Add.	6	5	10	N/A	0	0
B.R. Fifth Add.	6	6	10	N/A	0	0
B.R. Fifth Add.	6	7	10	N/A	0	0
B.R. Fifth Add.	6	8	10	N/A	0	0
B.R. Fifth Add.	6	9	10	N/A	0	0
B.R. Fifth Add.	6	10	10	N/A	0	0
B.R. Fifth Add.	7	1	10	N/A	0	0
B.R. Fifth Add.	9	1	20	N/A	20	10

EXHIBIT 'A'

1880212

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF Inland Northwest Consultants

2004 JUN -4 P 2: 35

DANIEL J. ENGLISH

DEPUTY

FEES

Esa

138⁰⁰

46 pgs



Coeur d'Alene
BLACK ROCK

**SEVENTH ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

Seventh Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

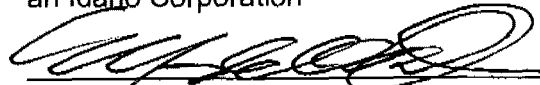
The Declarant further caused to be recorded an Addendum, a Second Addendum, Amendment to the Second Addendum, Third Addendum, Fourth Addendum, Amendment to the Addendum, Amendment to the Third Addendum, Fifth Addendum, and Sixth Addendum to the CC&Rs of Black Rock Planned Unit Development, dated August 8th, November 13th, November 21st, 2001, February 6th, 2002, April 23, 2002, May 14, 2002, August 13th, 2002, May 19th, 2003, and June 2, 2004 respectively, and recorded in the office of the Kootenai County Recorder on August 8th, November 13th and November 21st, of 2001 and March 12th, May 1st, May 15th, August 14th of 2002, May 28, 2003, and June 4th 2004, respectively, as instrument numbers 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, 1747017, 1803139 and ~~1880212~~ 1880211 respectively.

Attached hereto and incorporated herein by this reference, are **Exhibits "252" through "295"**, Exhibits of Individual Lot Building Setbacks for Black Rock Sixth Addition, recorded in the Office of the Kootenai County Recorder in Book "J" of Plats at Pages 41, 41A through 41F, as Instrument Number 1878207.

NOW THEREFORE, this Seventh Addendum shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Seventh Addendum to the recorded CC&Rs and to the Addendum, Second Addendum, Amendment to the Second Addendum, Third Addendum, Fourth Addendum, Amendment to the Addendum, Amendment to the Third Addendum, Fifth Addendum and Sixth Addendum to the CC&Rs does not take the place of the CC&Rs and the Addendums and Amendments to the CC&Rs already recorded, and is simply an addition to the same.

DECLARANT

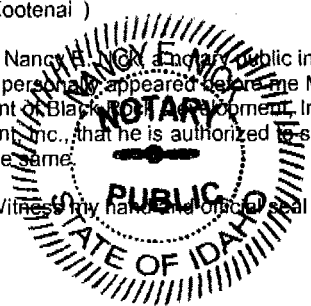
Black Rock Development, Inc.
an Idaho Corporation

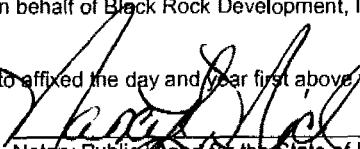
By: 
Marshall R. Chesrown, President

STATE OF IDAHO)
)ss.
County of Kootenai)

I, Nancy B. Nick, Notary Public in and for the State of Idaho, do hereby certify that on this 2 day of May, 2003, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., that he is authorized to sign on behalf of Black Rock Development, Inc, and that said company executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.




Notary Public in and for the State of Idaho
Residing at 207 Hill St
My Commission Expires 10-31-2009

1880212

ESTRELLA DRIVE
132'

LOFF'S BAY ROAD

GOLF COURSE

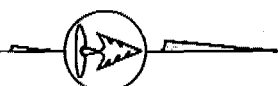
OPEN SPACE

BLACK ROCK REFERENCE: LOT 305
 BLACK ROCK 6TH ADDITION: LOT 1, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 43,120 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 252

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



Coeur d'Alene
BLACK ROCK

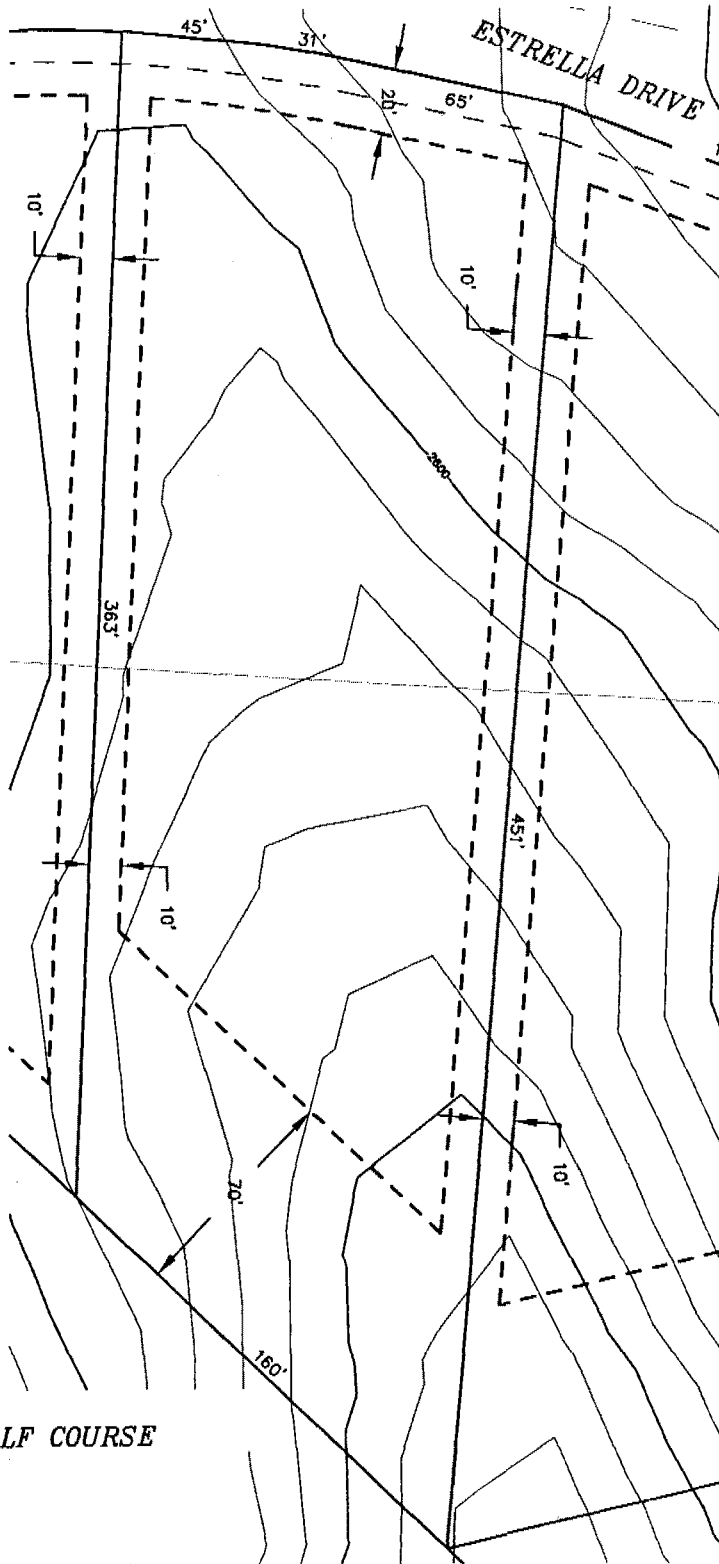


SCALE: 1"=60'

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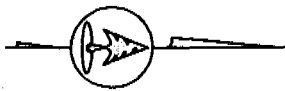
GOLF COURSE

BLACK ROCK REFERENCE: LOT 306
 BLACK ROCK 6TH ADDITION: LOT 2, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 33,562 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 253

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



Coeur d'Alene
BLACK ROCK

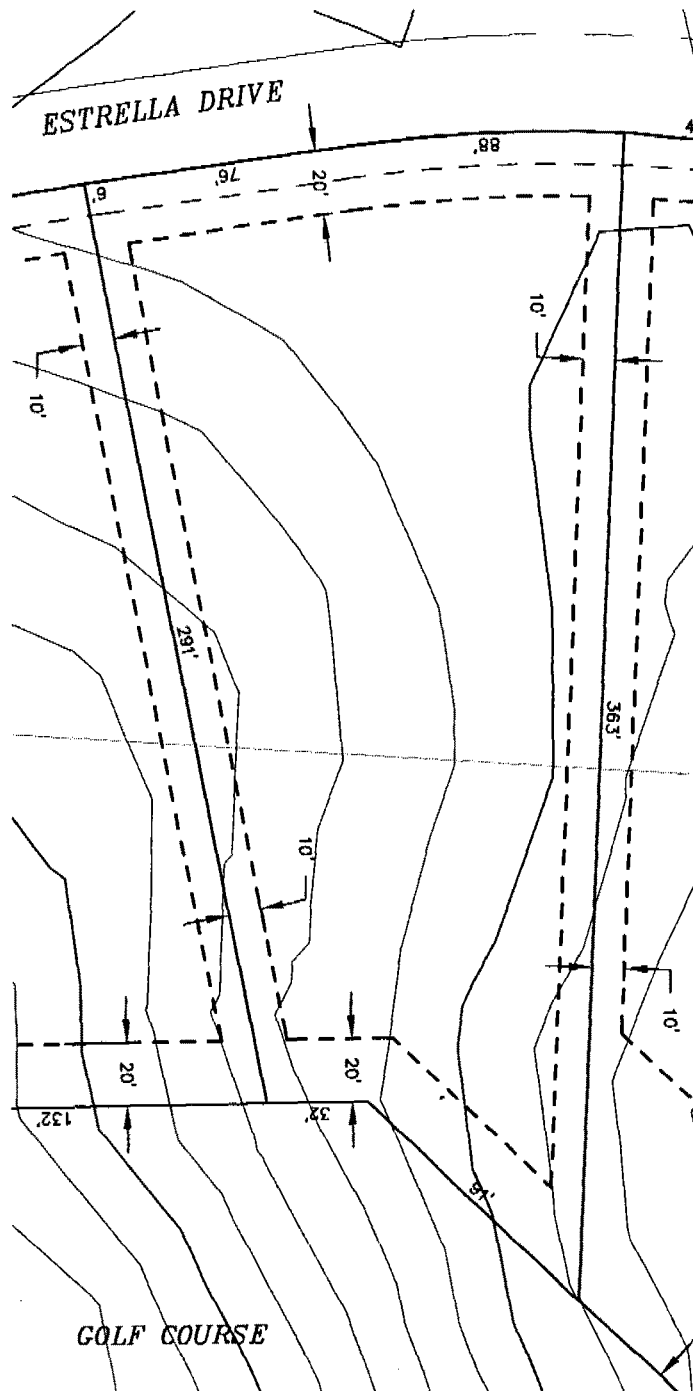
INC
 Inland Northwest Consultants
 ENGINEERS • SURVEYORS • PLANNERS
 620 Post Street, Post Falls, Idaho 83854
 (208) 773-8370 • FAX (208) 777-2128
 WWW.INCORTHWEST.COM

SCALE: 1"=60'

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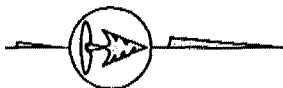


BLACK ROCK REFERENCE: LOT 307
 BLACK ROCK 6TH ADDITION: LOT 3, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 30,698 sf

--- BUILDING ENVELOPE
 - . - . - . EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 254

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

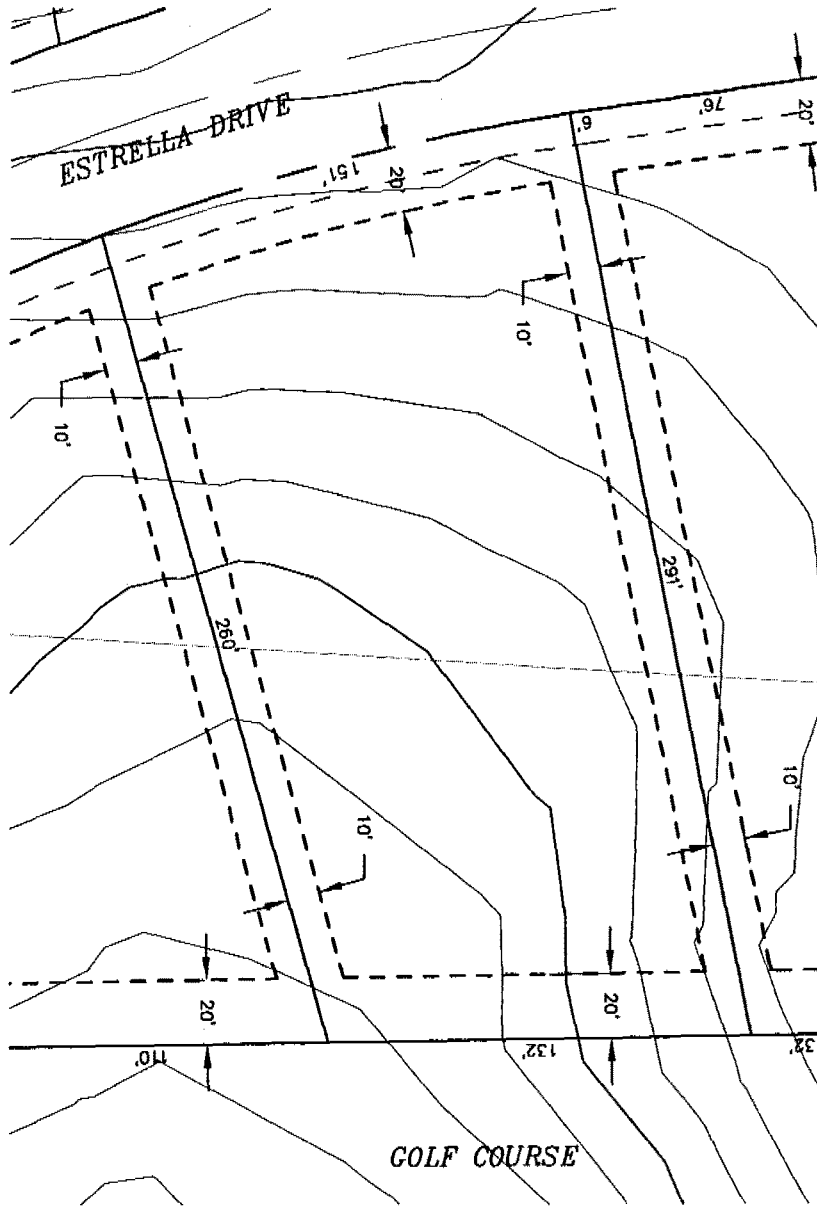


SCALE: 1"=60'

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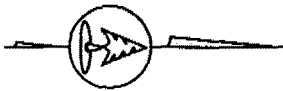


BLACK ROCK REFERENCE: LOT 308
 BLACK ROCK 6TH ADDITION: LOT 4, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 28,516 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 255

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

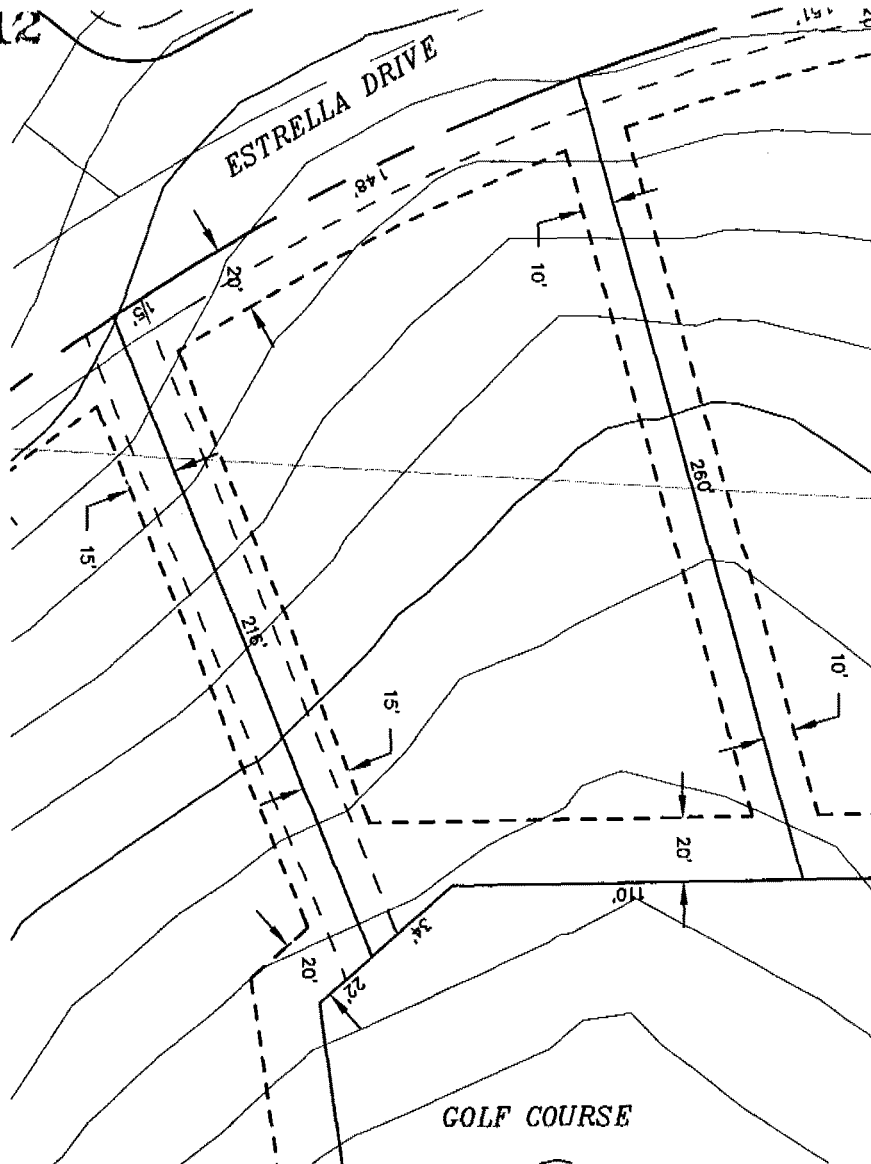


SCALE: 1"=60'

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1880212



BLACK ROCK REFERENCE: LOT 309
 BLACK ROCK 6TH ADDITION: LOT 5, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 23,511 sf

----- BUILDING ENVELOPE
 - . - . - . EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 256

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



Coeur d'Alene
BLACK ROCK

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 WWW.INC.NORTHWEST.COM

SCALE: 1"=60'

05/17/04

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1880212

ESTRELLA DRIVE

GOLF COURSE

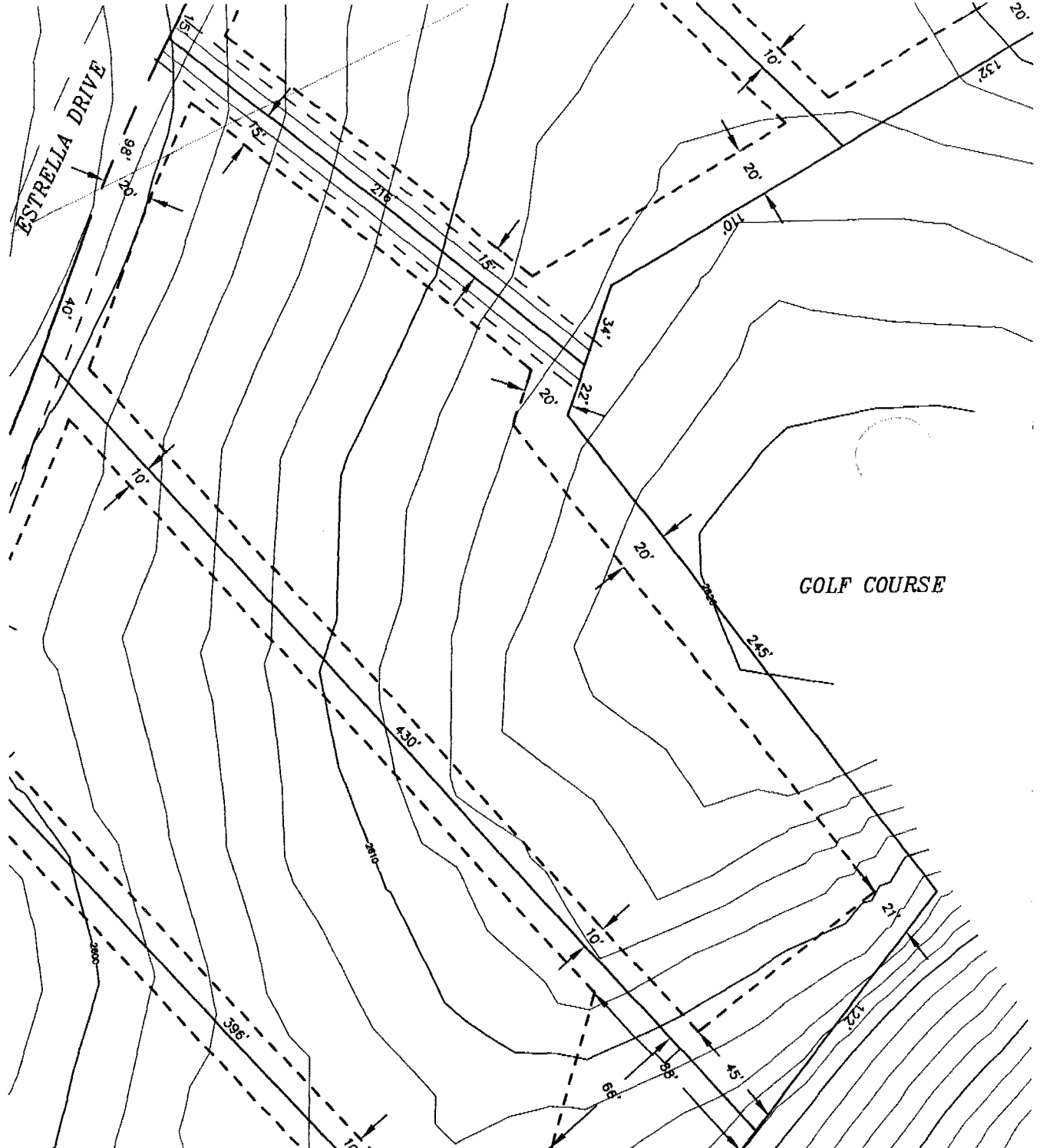
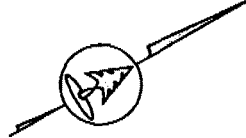


EXHIBIT 257

BLACK ROCK REFERENCE: LOT 310
 BLACK ROCK 6TH ADDITION: LOT 6, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 43,187 sf

--- BUILDING ENVELOPE
 -.-.- EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=60'

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BLACK ROCK

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1880212

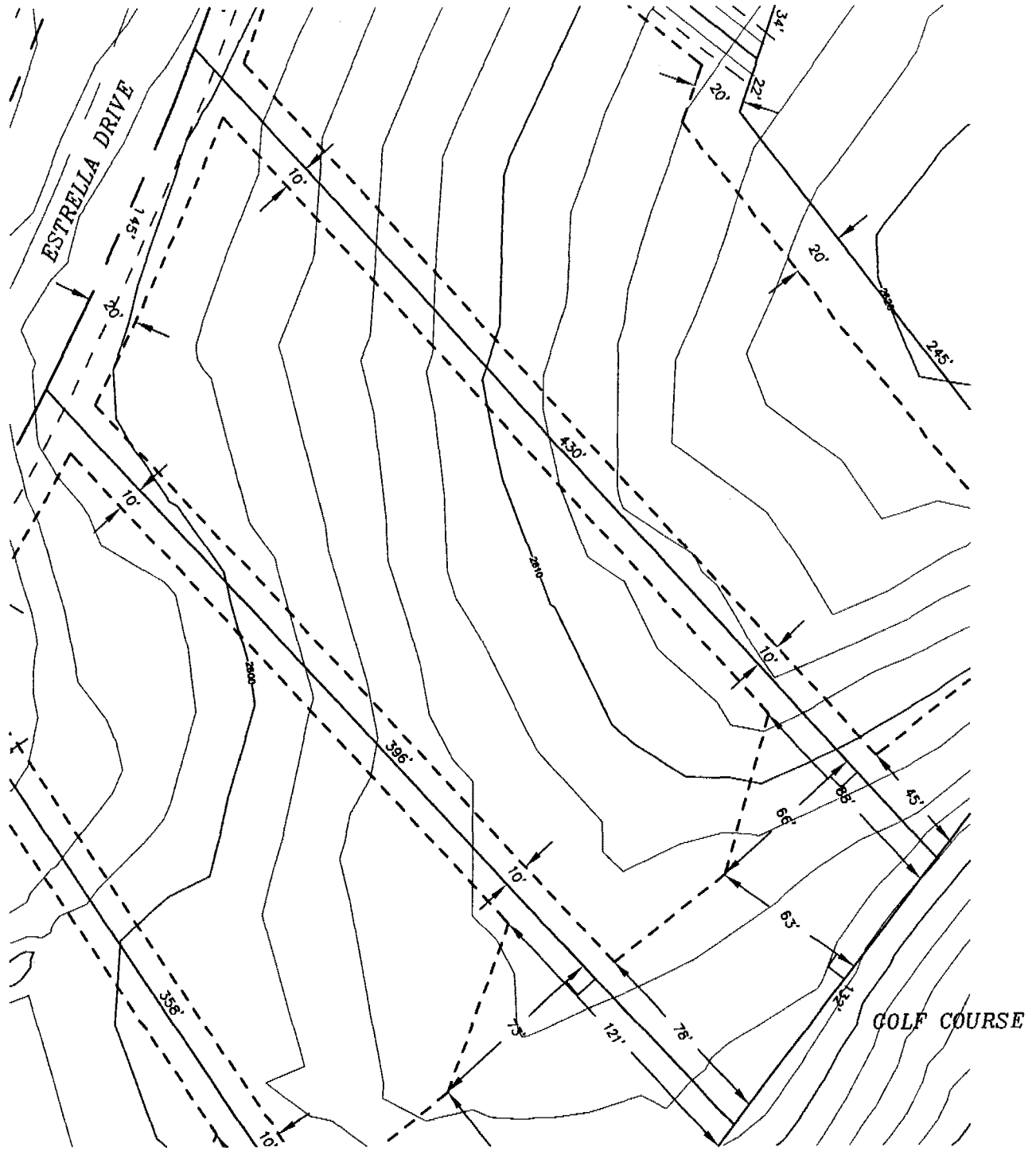
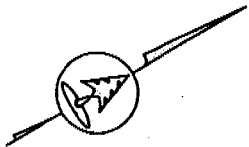


EXHIBIT 258

BLACK ROCK REFERENCE: LOT 311
 BLACK ROCK 6TH ADDITION: LOT 7, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 35,242 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

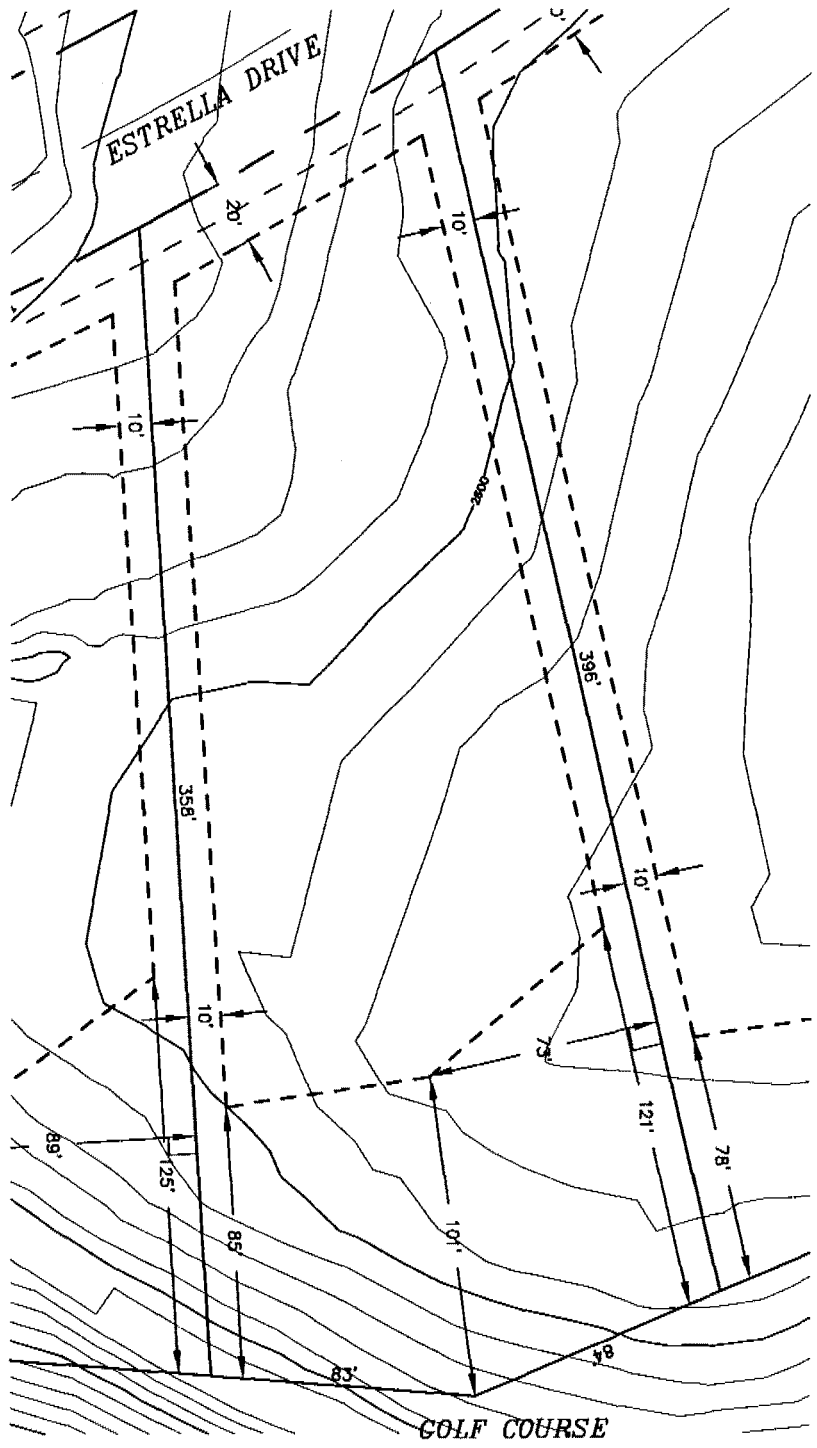


SCALE: 1"=60'

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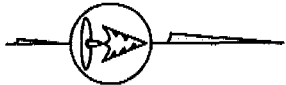
1880212



BLACK ROCK REFERENCE: LOT 312
 BLACK ROCK 6TH ADDITION: LOT 8, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 27,558 sf

- - - - - BUILDING ENVELOPE
 - · - · - · EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 259



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



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SCALE: 1"=60'

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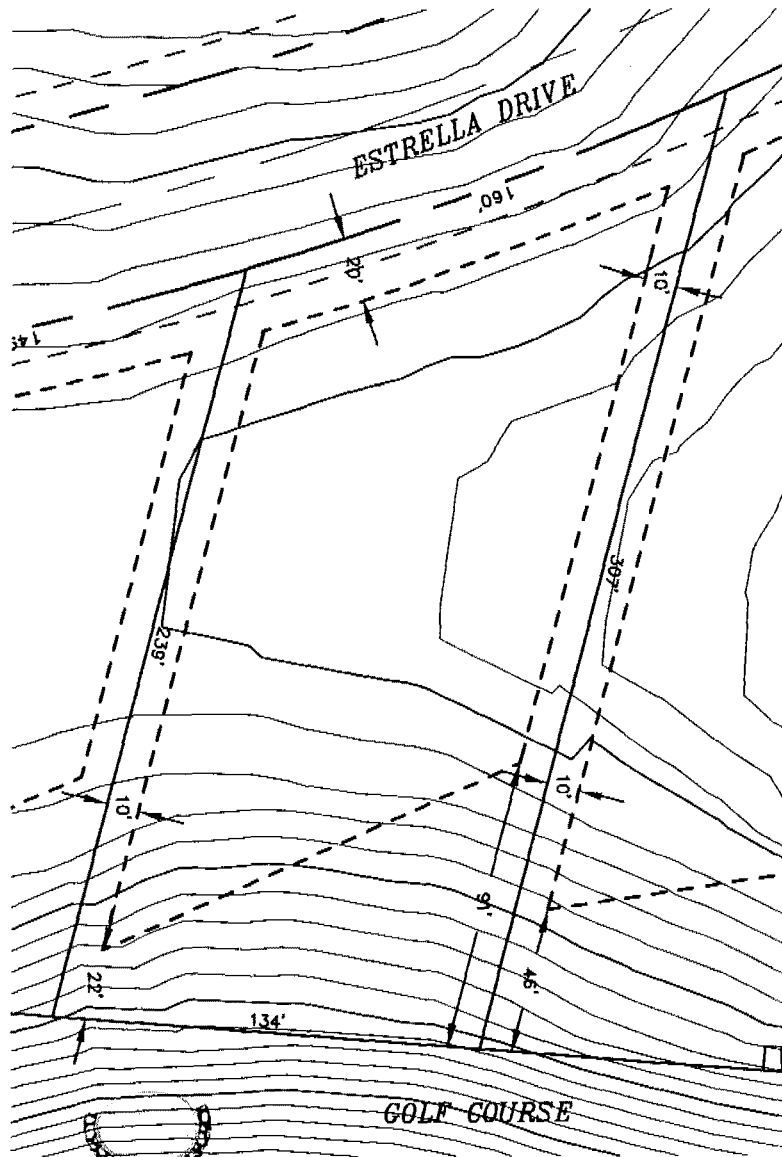


EXHIBIT 261

BLACK ROCK REFERENCE: LOT 314
 BLACK ROCK 6TH ADDITION: LOT 10, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 21,257 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

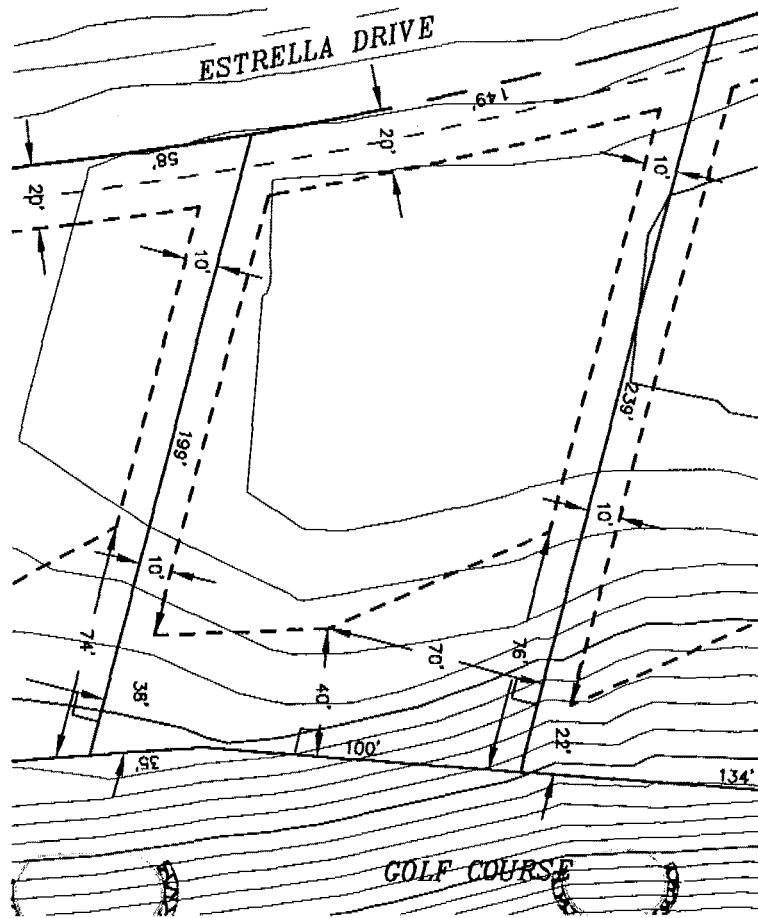


SCALE: 1"=60'

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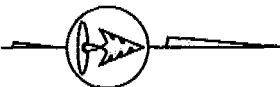
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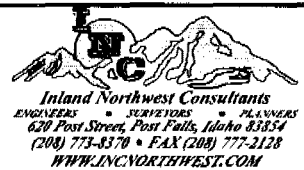
BLACK ROCK REFERENCE: LOT 315
 BLACK ROCK 6TH ADDITION: LOT 11, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 16,125 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 262



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

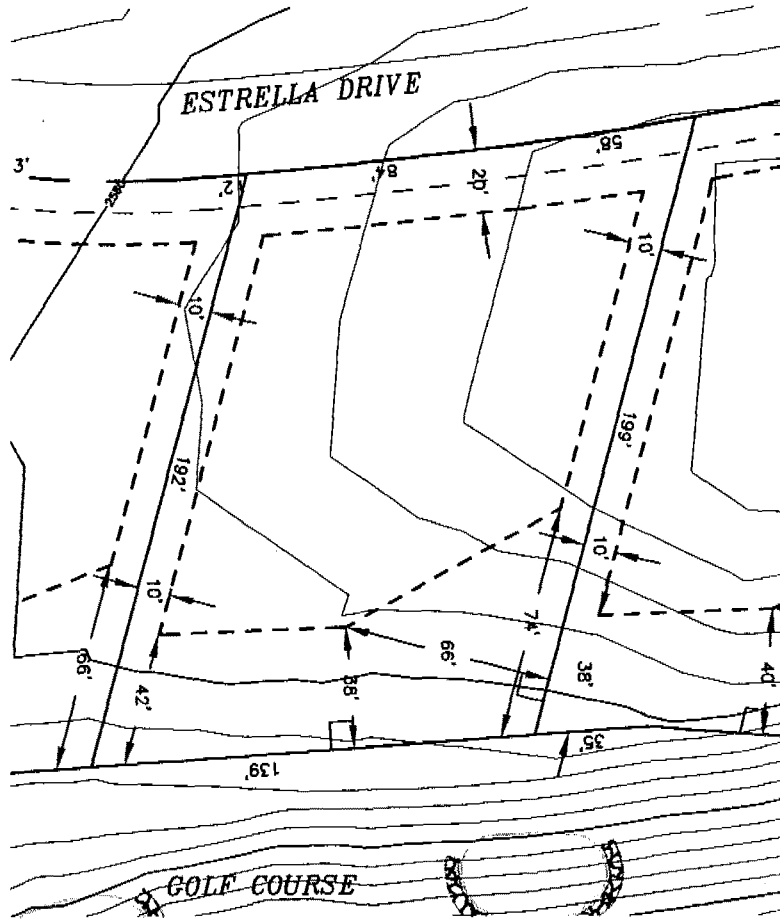


SCALE: 1"=60'

05/17/04

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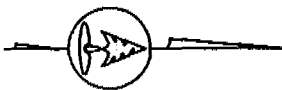
1880212



BLACK ROCK REFERENCE: LOT 316
 BLACK ROCK 6TH ADDITION: LOT 12, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 13,876 sf

--- BUILDING ENVELOPE
 ... EASEMENT LINE
 ——— RIGHT-OF-WAY

EXHIBIT 263



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

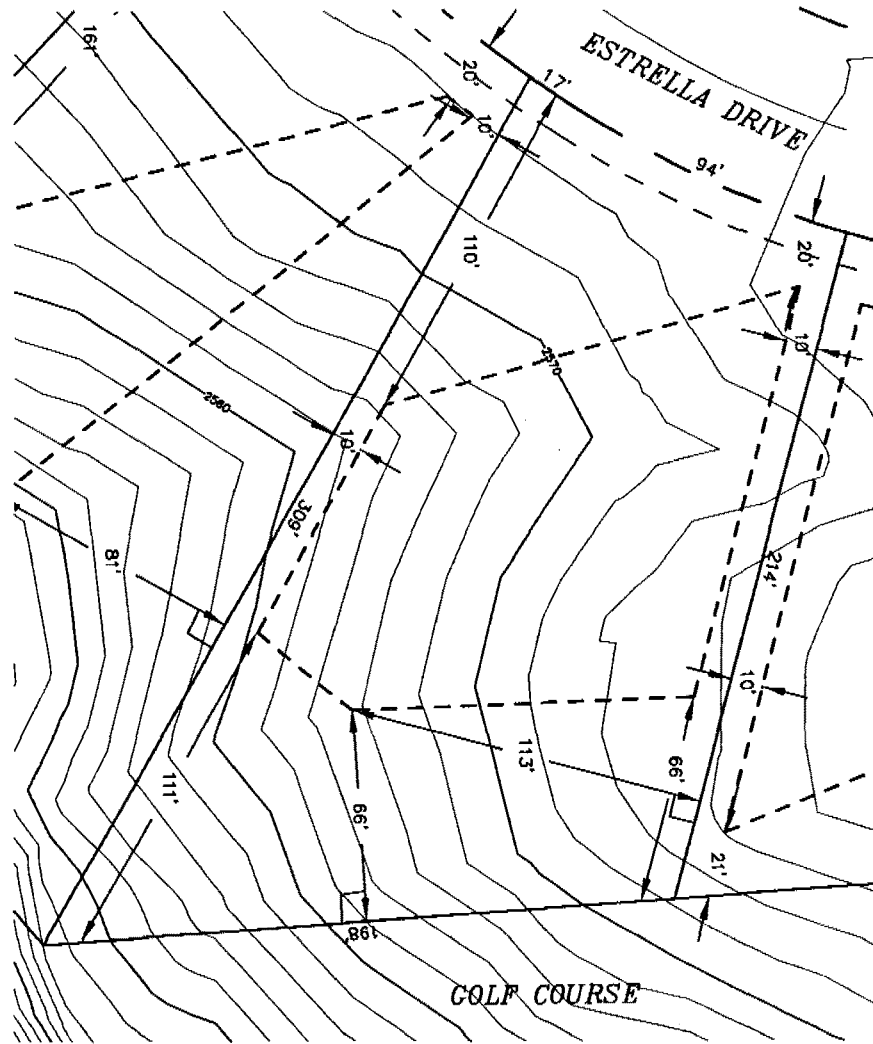


SCALE: 1"=60'

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1880212



BLACK ROCK REFERENCE: LOT 318
 BLACK ROCK 6TH ADDITION: LOT 14, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 14,259 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 265



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

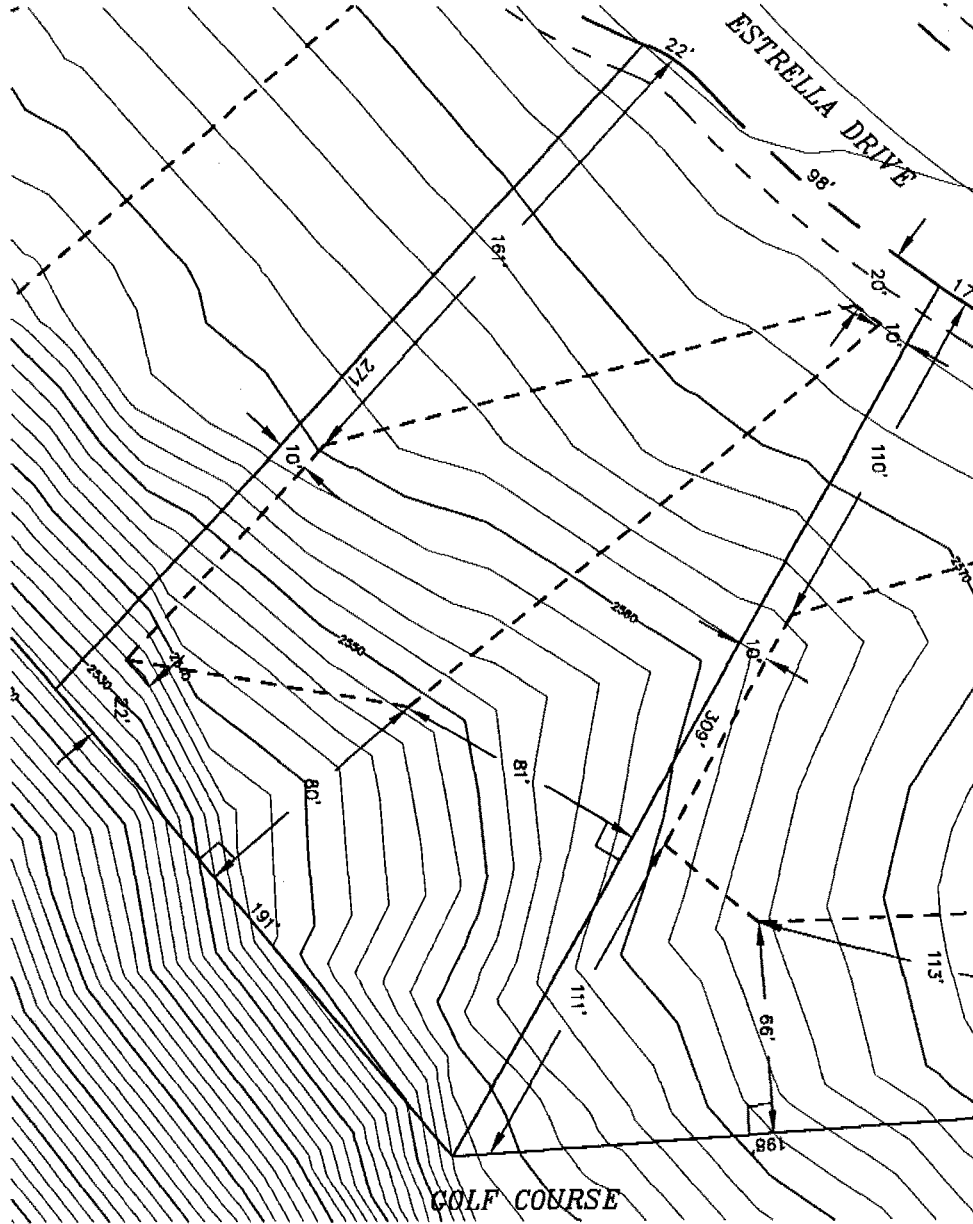


SCALE: 1"=60'

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1880212

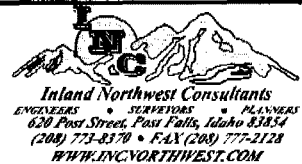


BLACK ROCK REFERENCE: LOT 319
 BLACK ROCK 6TH ADDITION: LOT 15, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 11,664 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 266

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=60'

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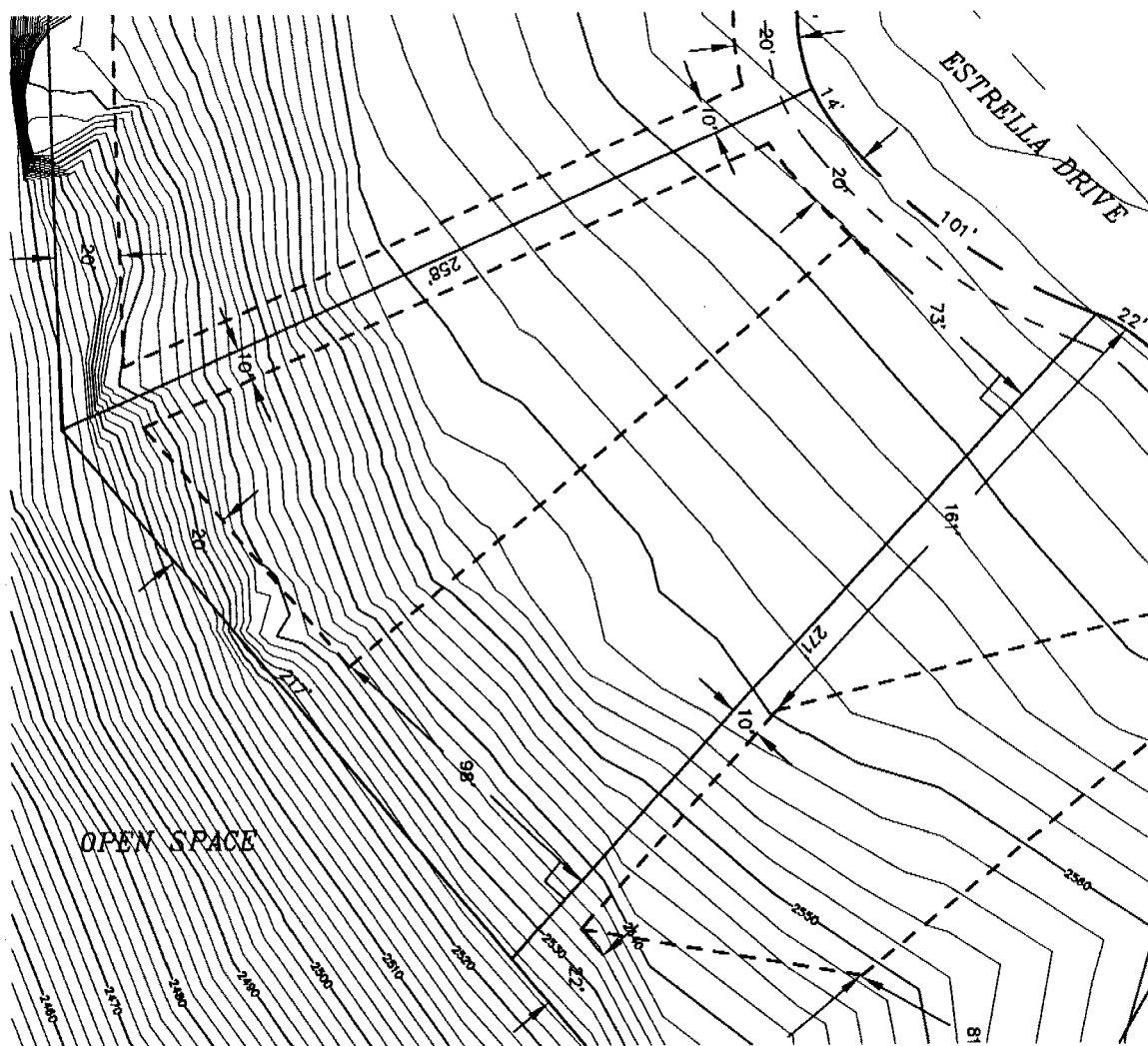
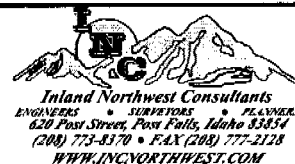
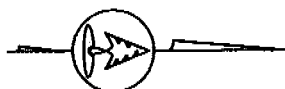


EXHIBIT 267

BLACK ROCK REFERENCE: LOT 320
 BLACK ROCK 6TH ADDITION: LOT 16, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 14,184 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

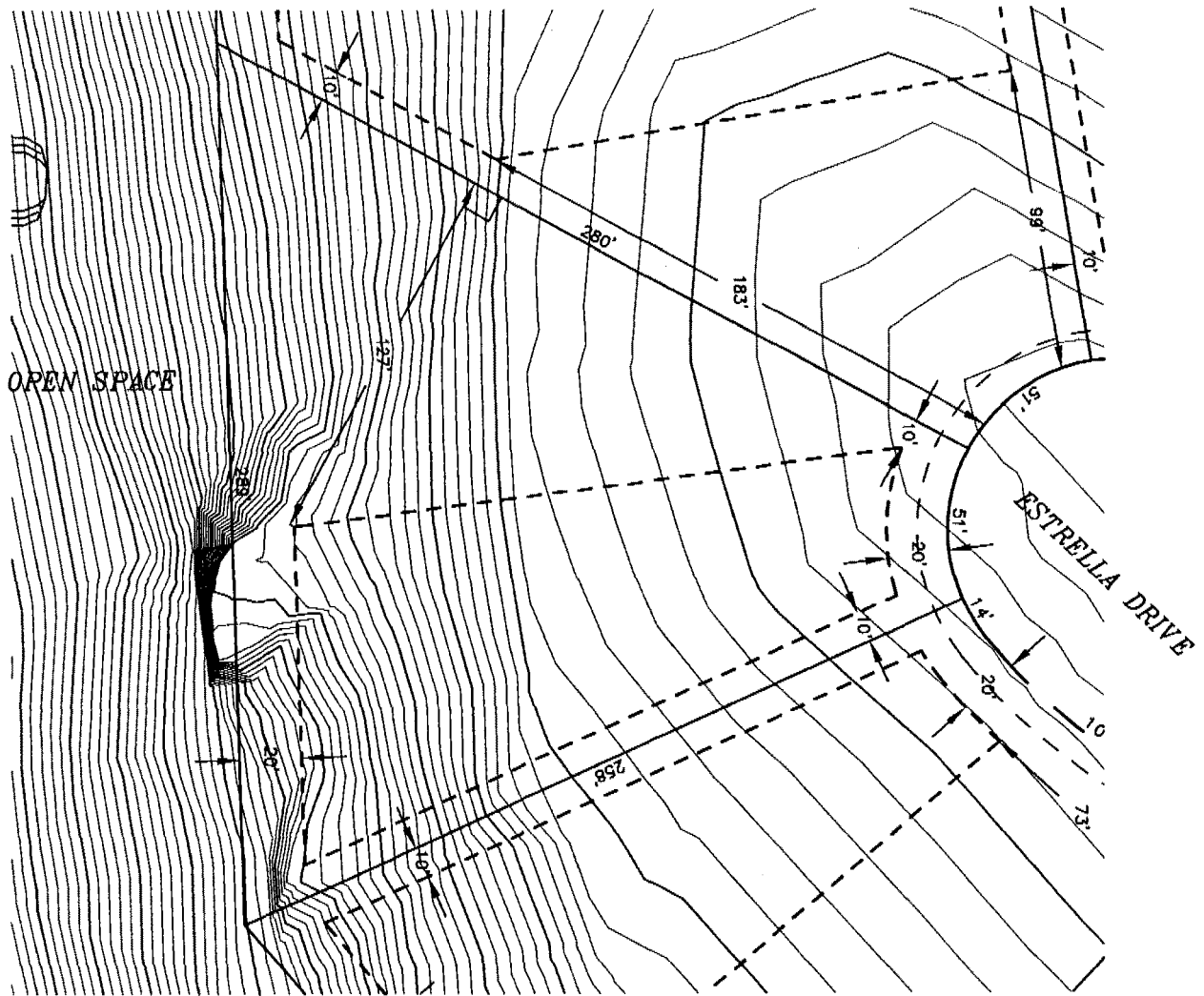


SCALE: 1"=60'

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1880212

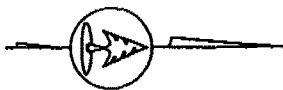


BLACK ROCK REFERENCE: LOT 321
 BLACK ROCK 6TH ADDITION: LOT 17, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 15,577 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 268

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



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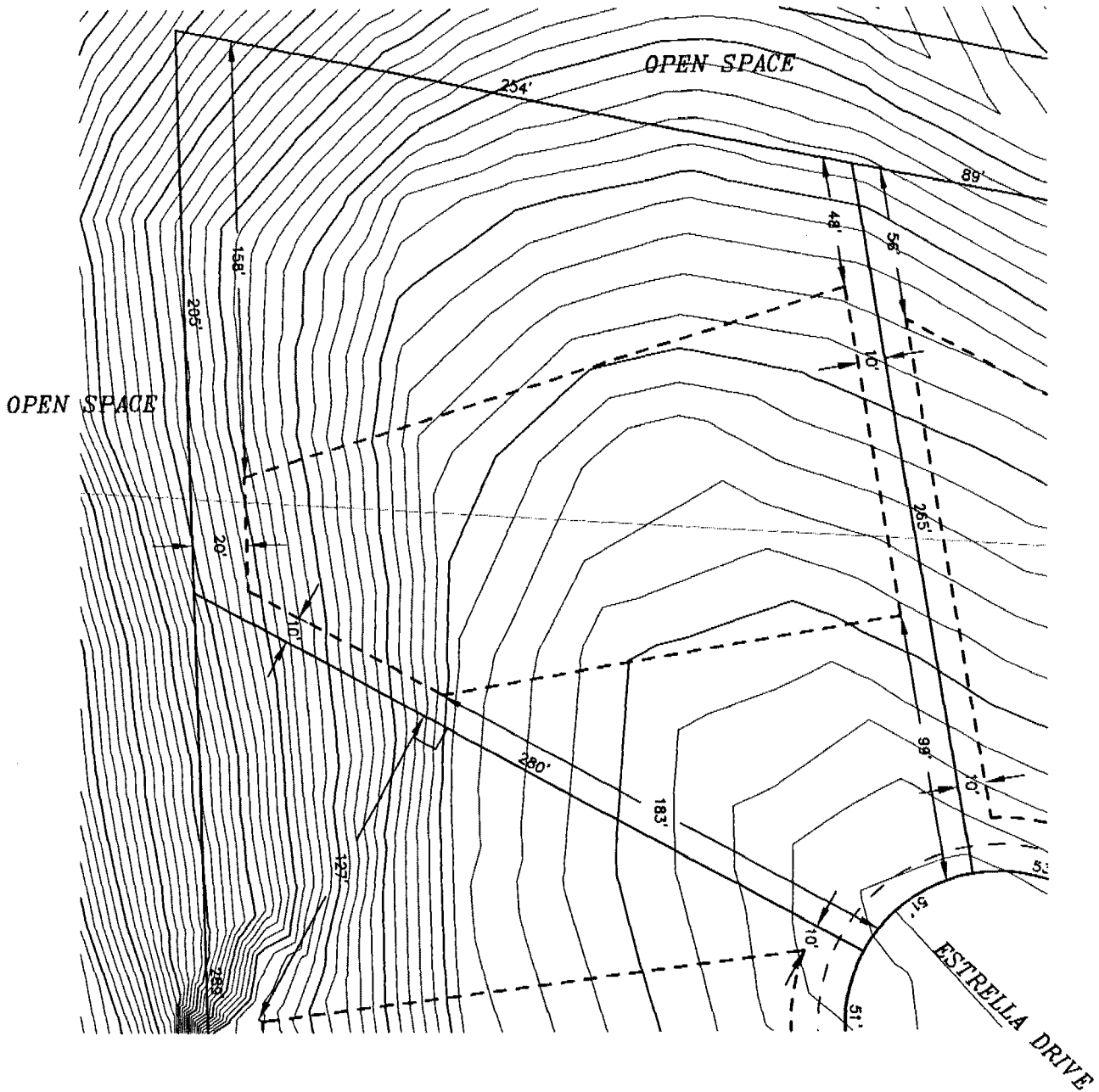
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SCALE: 1"=60'

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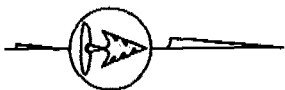


BLACK ROCK REFERENCE: LOT 322
 BLACK ROCK 6TH ADDITION: LOT 18, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 23,453 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 269

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

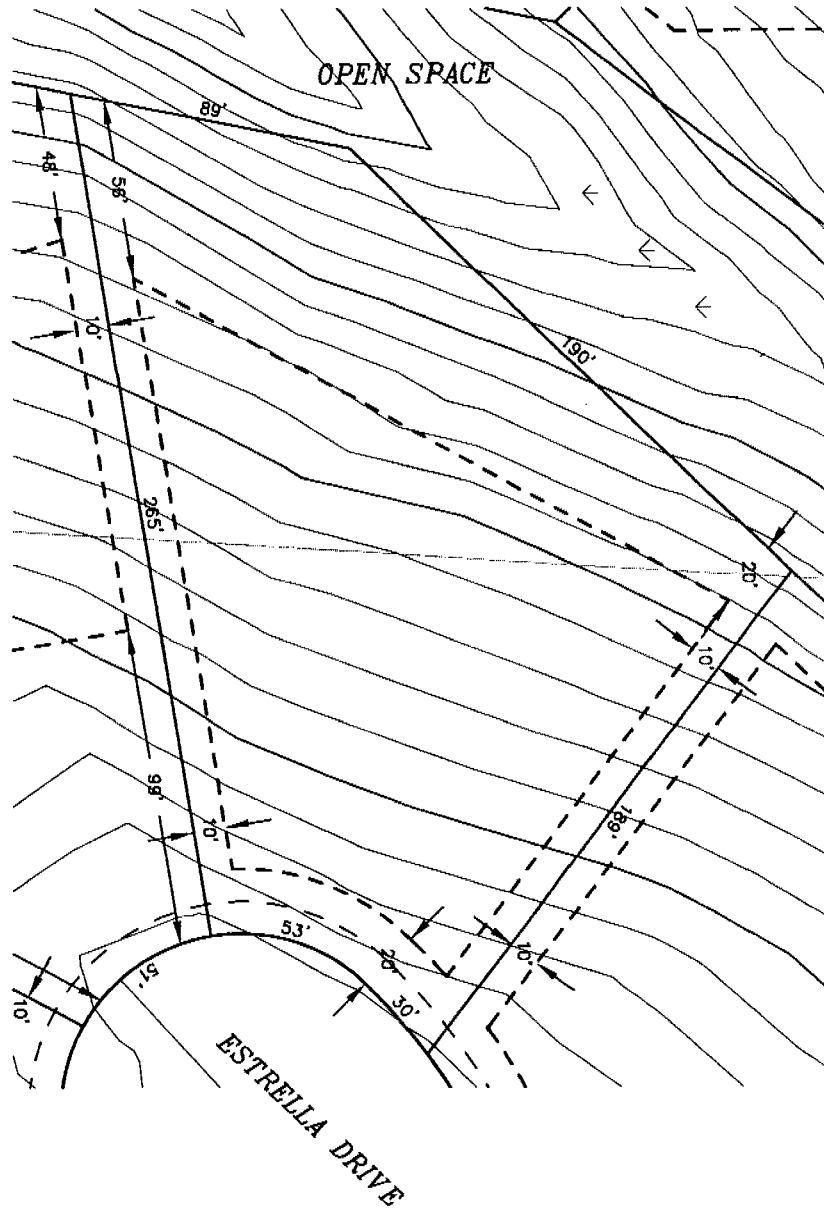


SCALE: 1"=60'

05/17/04

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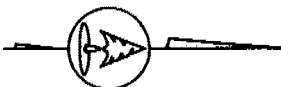
1880212



BLACK ROCK REFERENCE: LOT 323
 BLACK ROCK 6TH ADDITION: LOT 19, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 20,505 sf

- - - - - BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 270



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

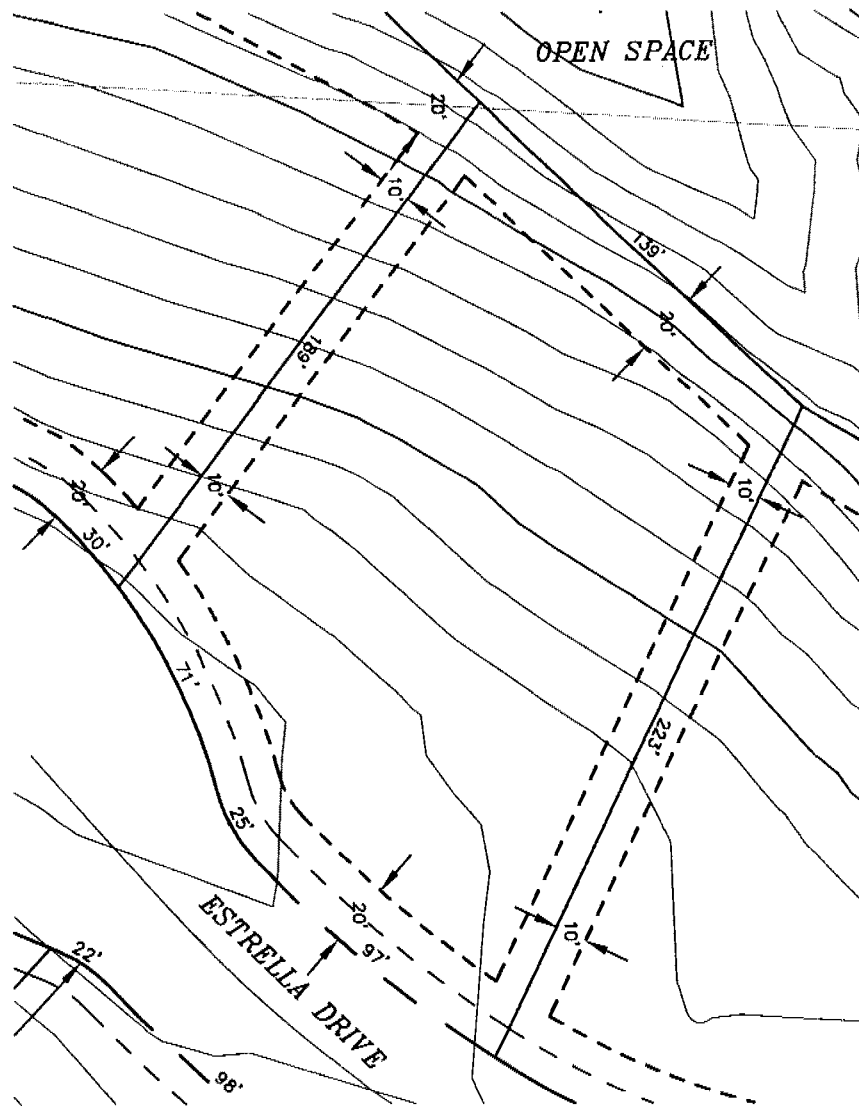


SCALE: 1"=60'

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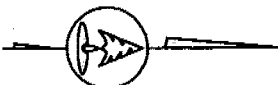
1880212



BLACK ROCK REFERENCE: LOT 324
 BLACK ROCK 6TH ADDITION: LOT 20, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 23,883 sf

--- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 271



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

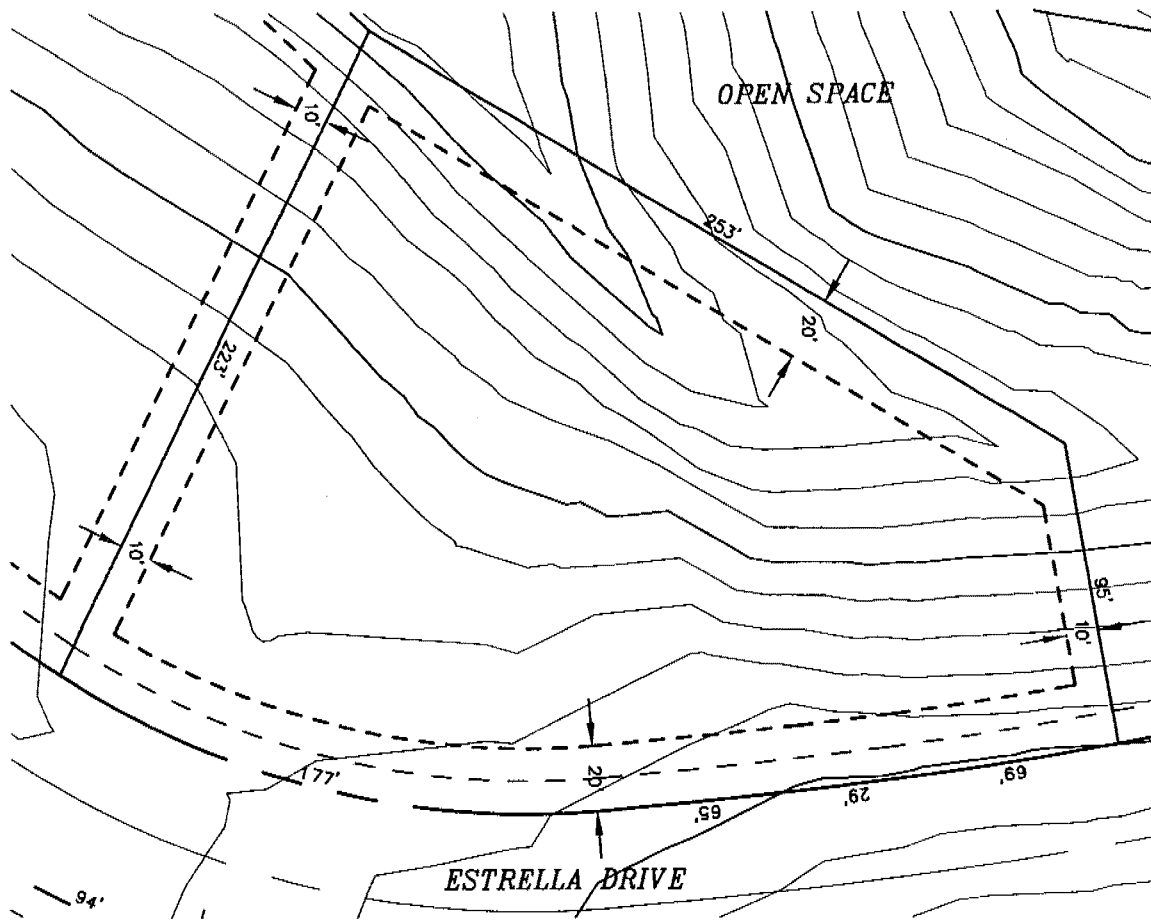


SCALE: 1"=60'

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1880212



BLACK ROCK REFERENCE: LOT 325
 BLACK ROCK 6TH ADDITION: LOT 21, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 36,139 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 272

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



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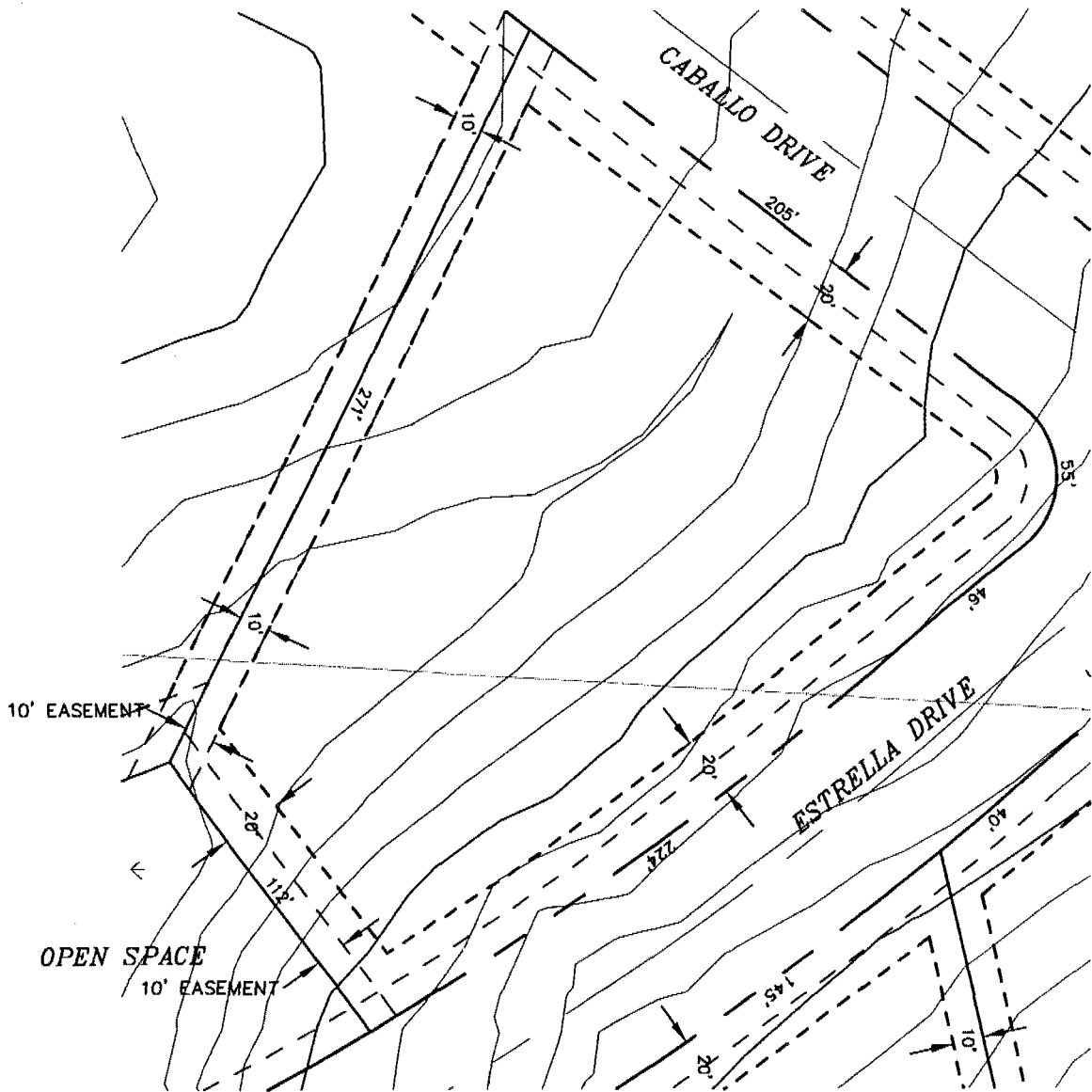
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BLACK ROCK REFERENCE: LOT 326
 BLACK ROCK 6TH ADDITION: LOT 1, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 36,100 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 273

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



Coeur d'Alene
BLACK ROCK

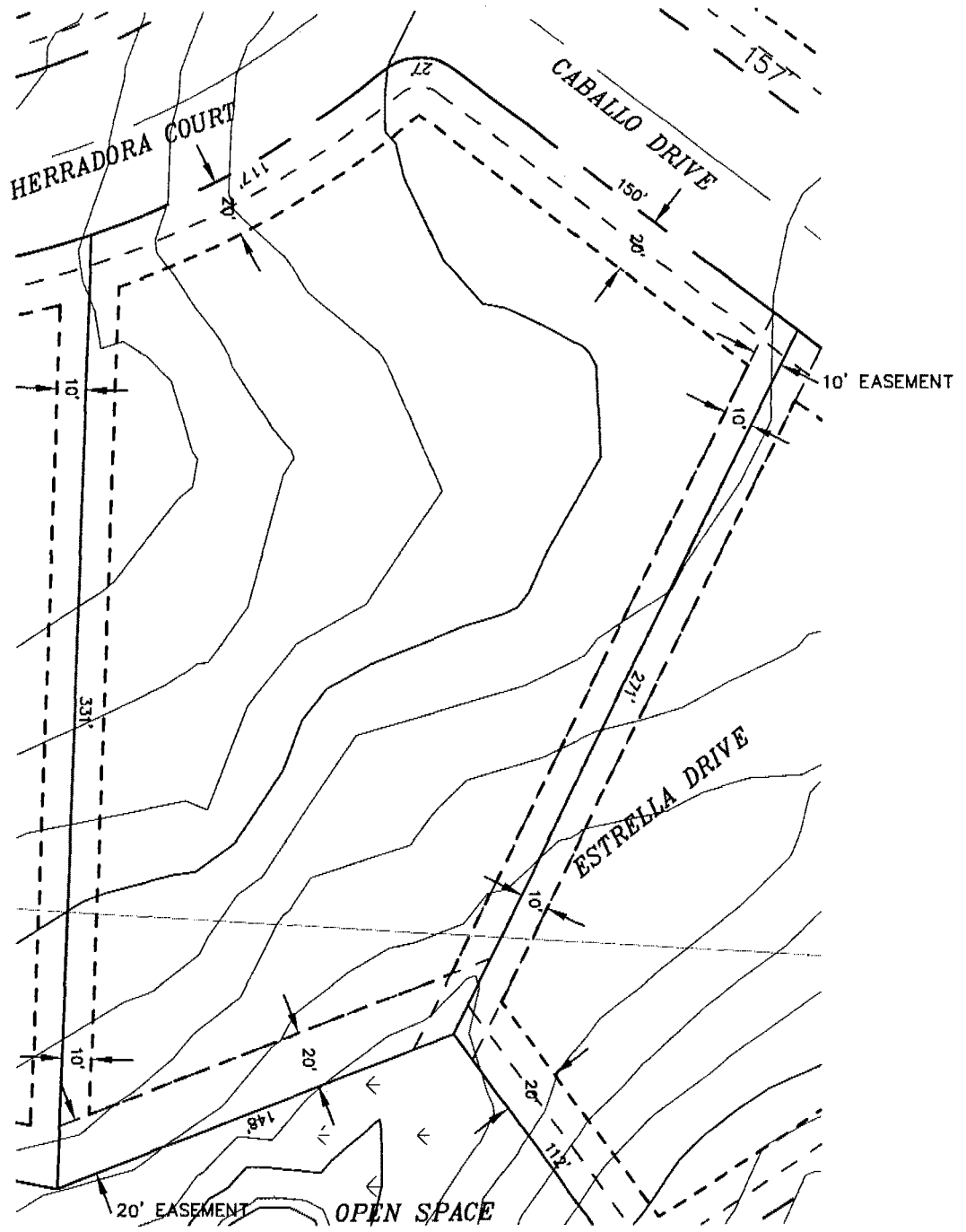
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1880212



BLACK ROCK REFERENCE: LOT 327
 BLACK ROCK 6TH ADDITION: LOT 2, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 49,756 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 274



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

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BLACK ROCK

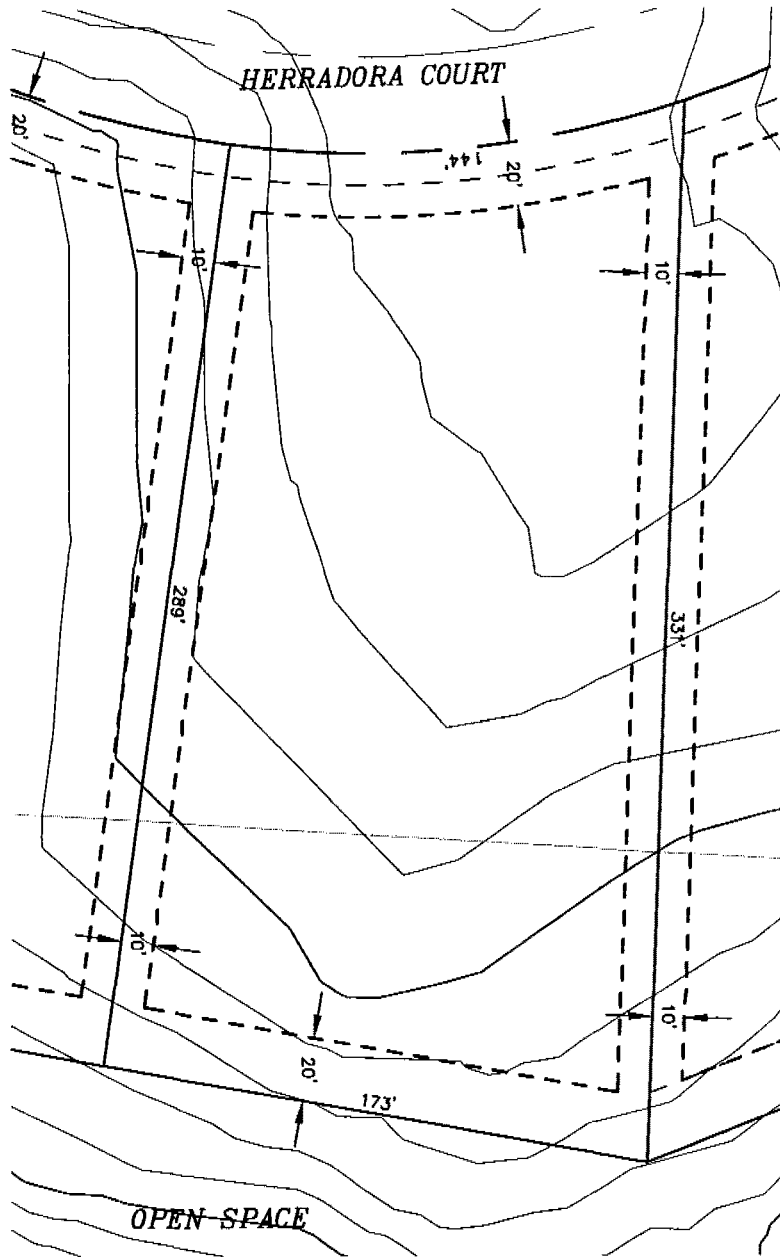
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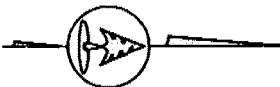
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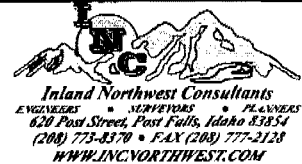
BLACK ROCK REFERENCE: LOT 328
 BLACK ROCK 6TH ADDITION: LOT 3, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 35,904 sf

--- BUILDING ENVELOPE
 -.-.- EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 275



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

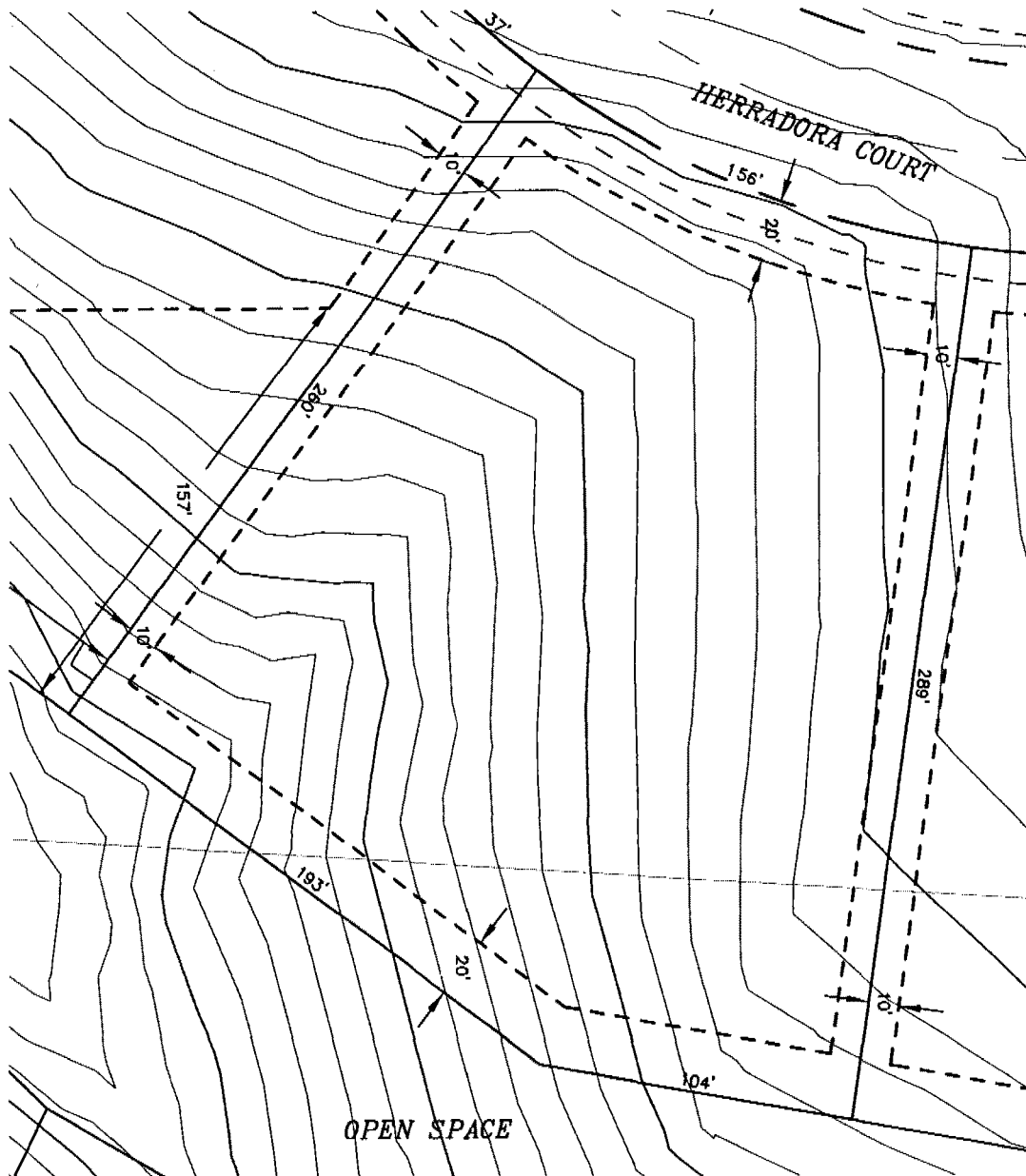


SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV5.dwg

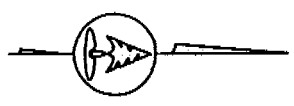
1880212



BLACK ROCK REFERENCE: LOT 329
 BLACK ROCK 6TH ADDITION: LOT 4, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 48,805 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 276



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

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BLACK ROCK

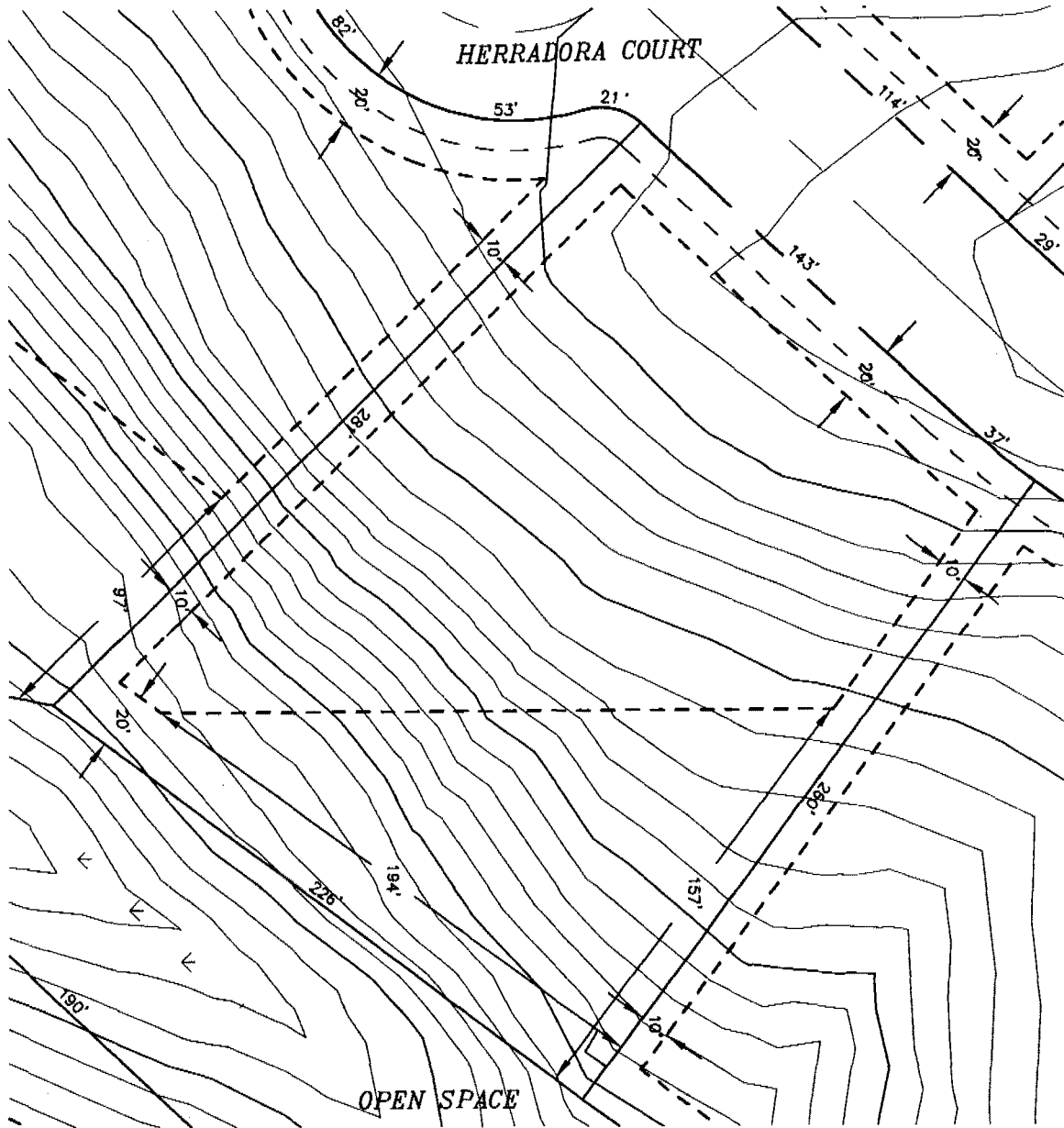
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SCALE: 1"=60'

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1880212



BLACK ROCK REFERENCE: LOT 330
 BLACK ROCK 6TH ADDITION: LOT 5, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 29,074 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 277



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

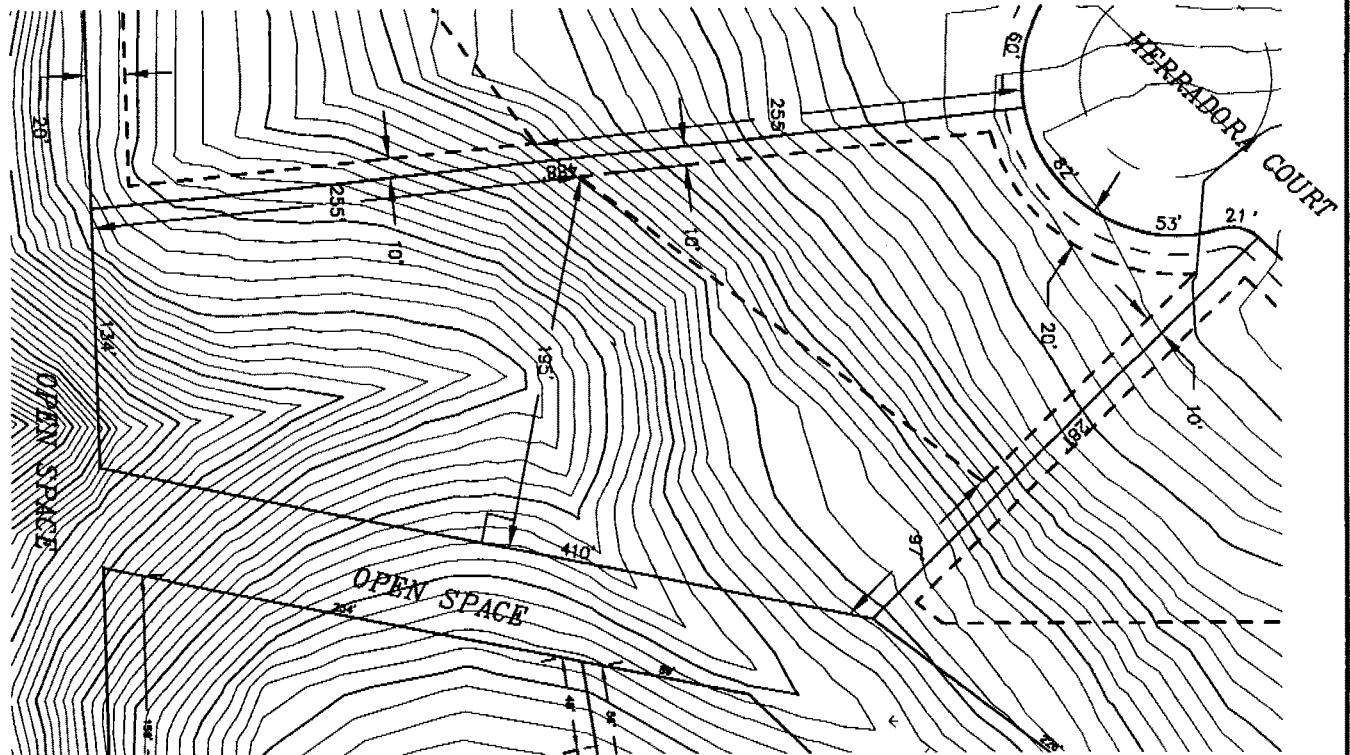


SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV5.dwg

1880212



BLACK ROCK REFERENCE: LOT 331
 BLACK ROCK 6TH ADDITION: LOT 6, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 26,955 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 278



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=100'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV6.dwg

1880212

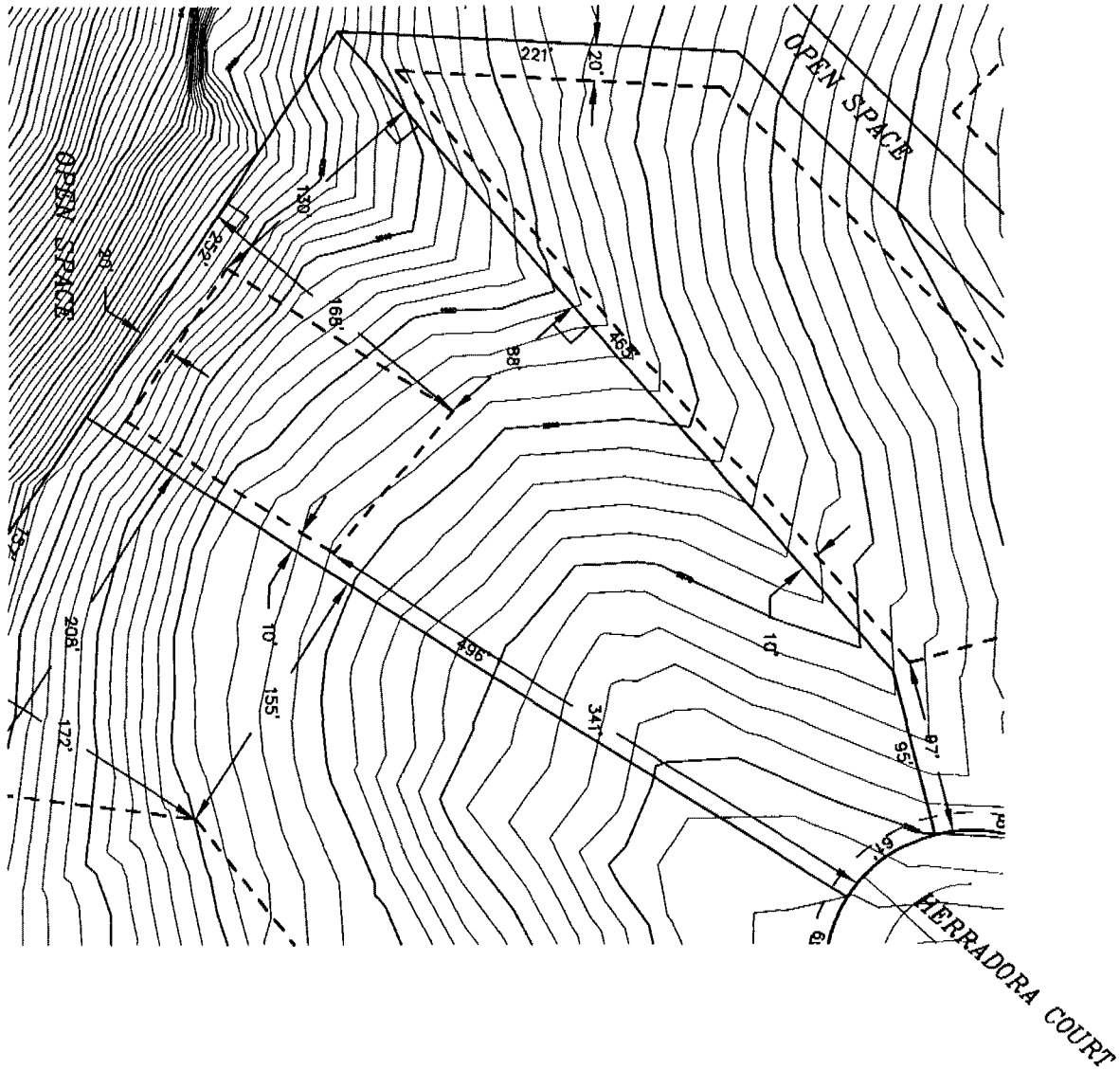
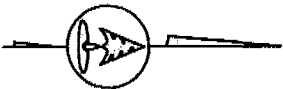


EXHIBIT 280

BLACK ROCK REFERENCE: LOT 333
 BLACK ROCK 6TH ADDITION: LOT 8, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 14,257 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=100'

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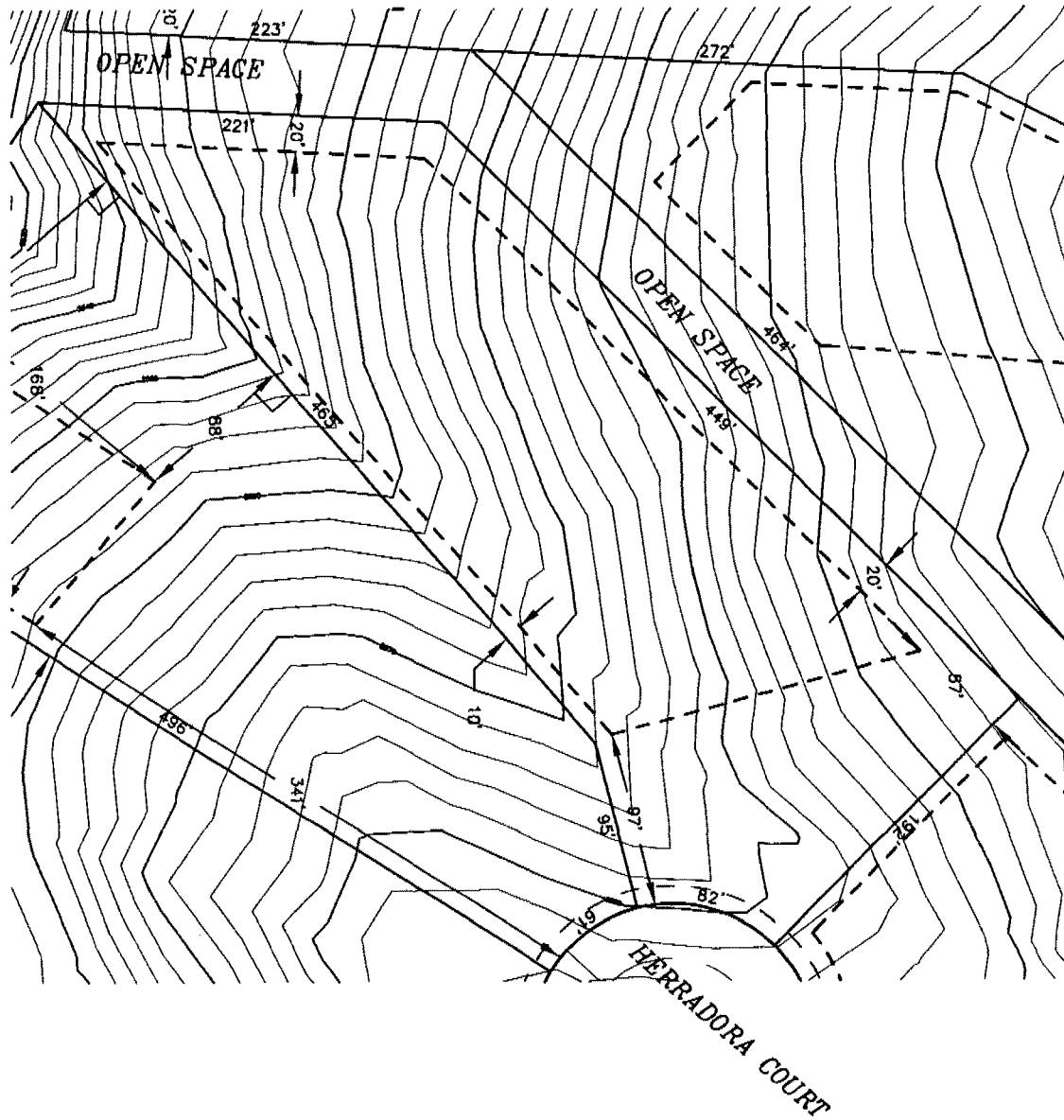


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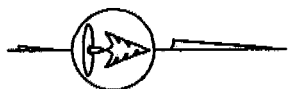
1880212



BLACK ROCK REFERENCE: LOT 334
 BLACK ROCK 6TH ADDITION: LOT 9, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 56,794 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 281



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



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SCALE: 1"=100'

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1880212

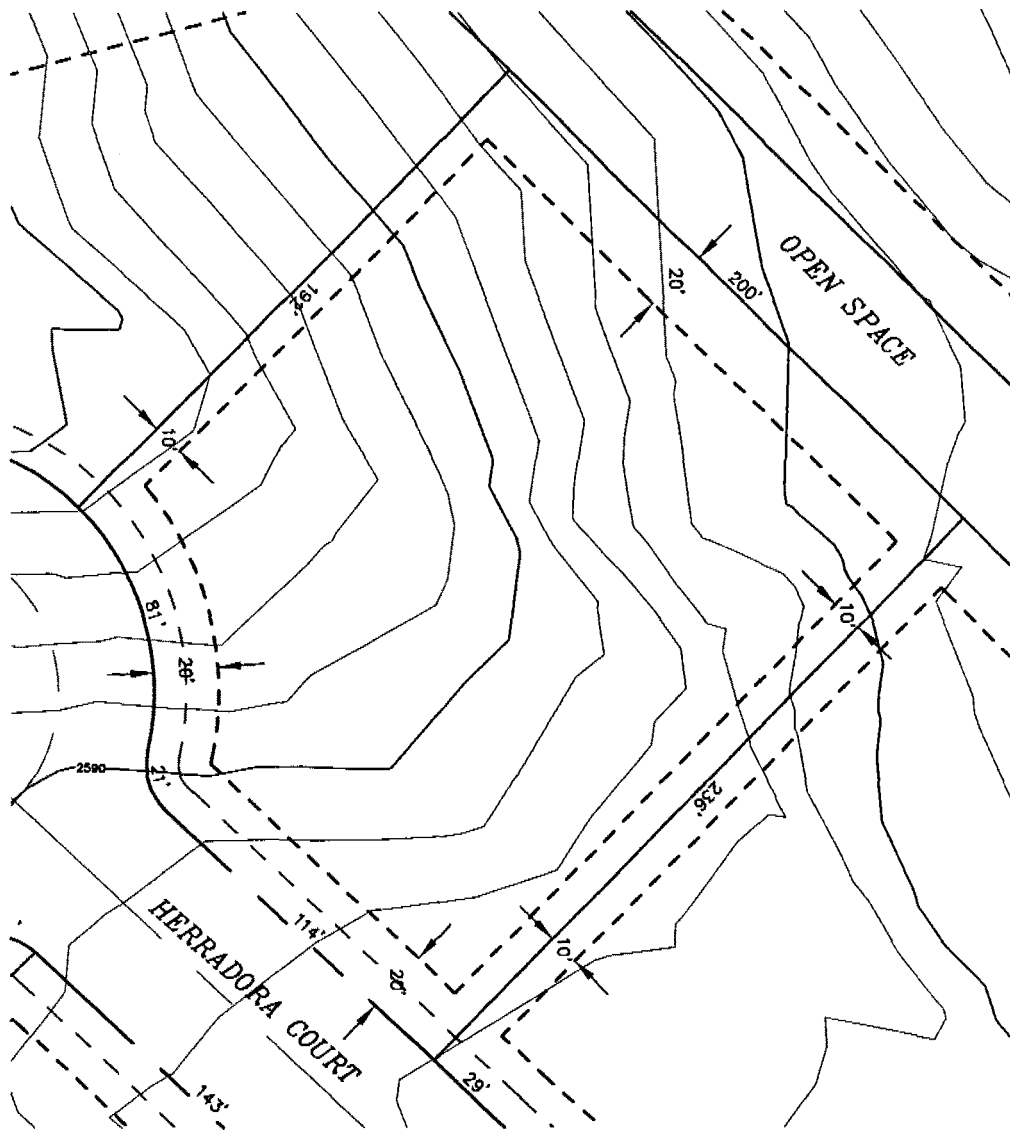
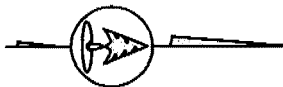


EXHIBIT 282

BLACK ROCK REFERENCE: LOT 335
 BLACK ROCK 6TH ADDITION: LOT 10, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 32,241 sf

----- BUILDING ENVELOPE
 - . - . - . EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV5.dwg

1880212

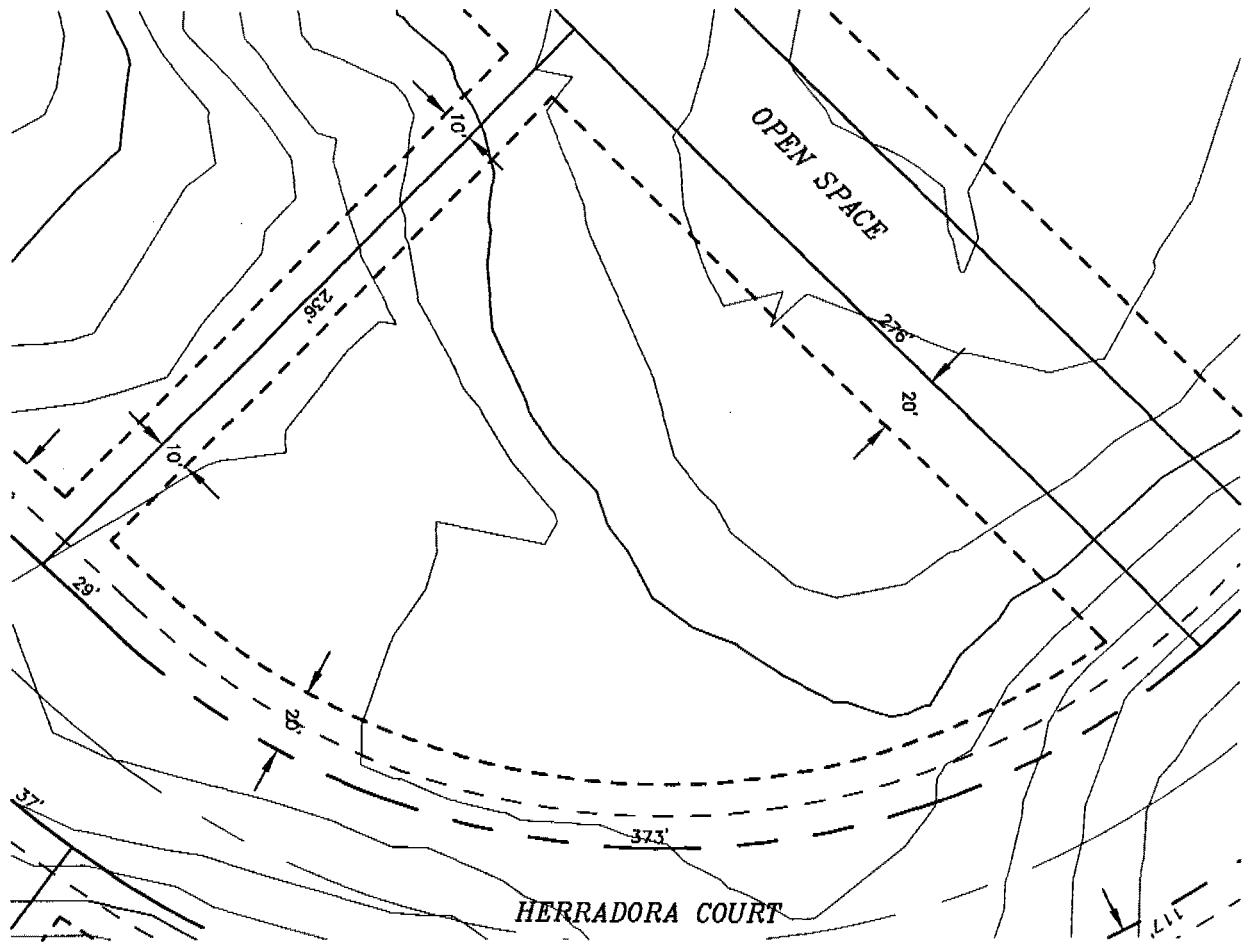


EXHIBIT 283

BLACK ROCK REFERENCE: LOT 336
 BLACK ROCK 6TH ADDITION: LOT 11, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 36,318 sf

----- BUILDING ENVELOPE
 - . - . - . EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=60'

05/17/04



Coeur d'Alene
BLACK ROCK

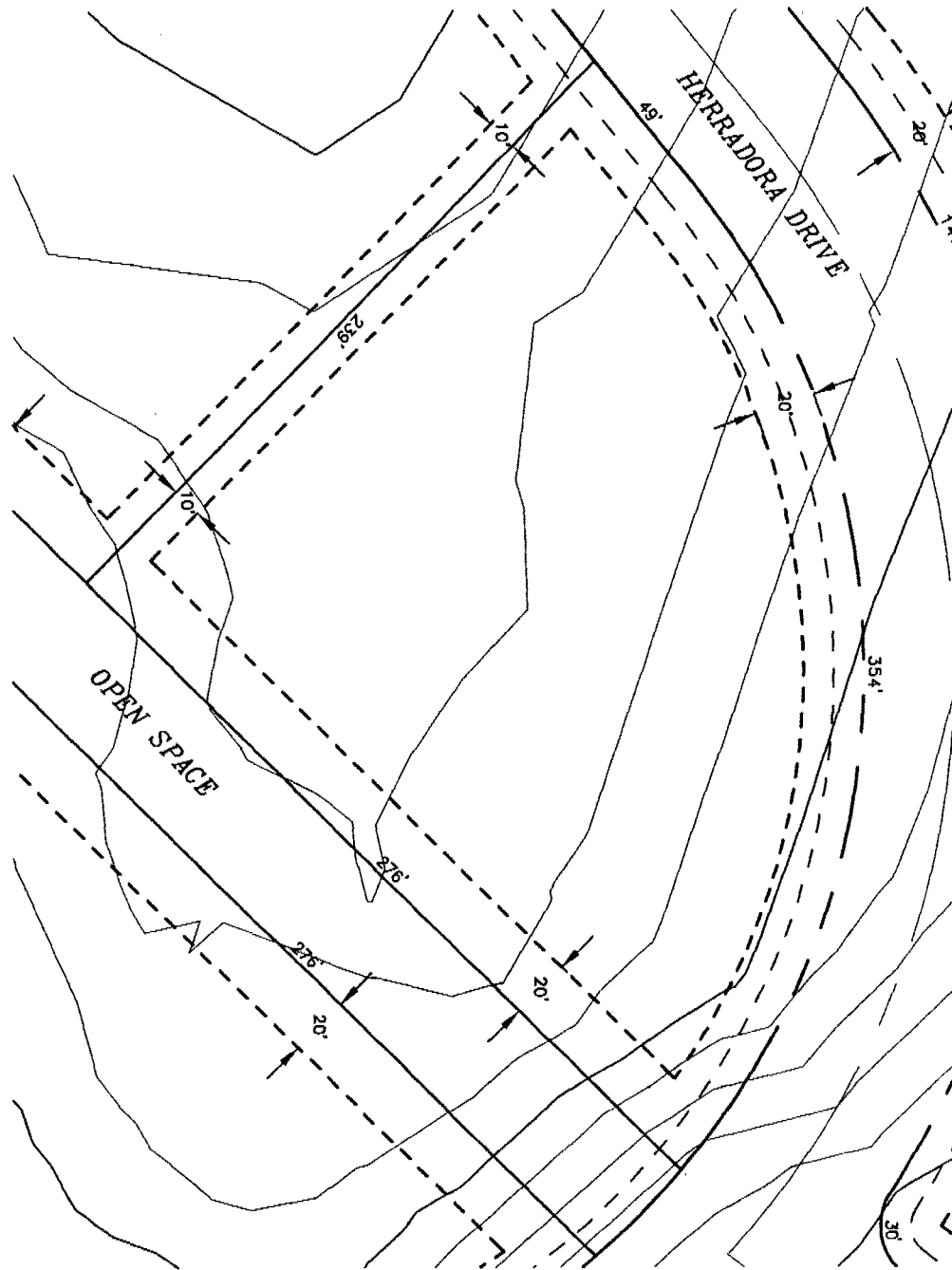


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Z:/BLACK ROCK/PF02146/DWG/02146ENV5.dwg



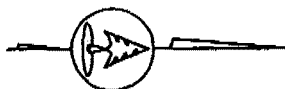
1880212



BLACK ROCK REFERENCE: LOT 337
 BLACK ROCK 6TH ADDITION: LOT 1, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 36,348 sf

--- BUILDING ENVELOPE
 --- EASEMENT LINE
 --- RIGHT-OF-WAY

EXHIBIT 284



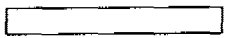
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



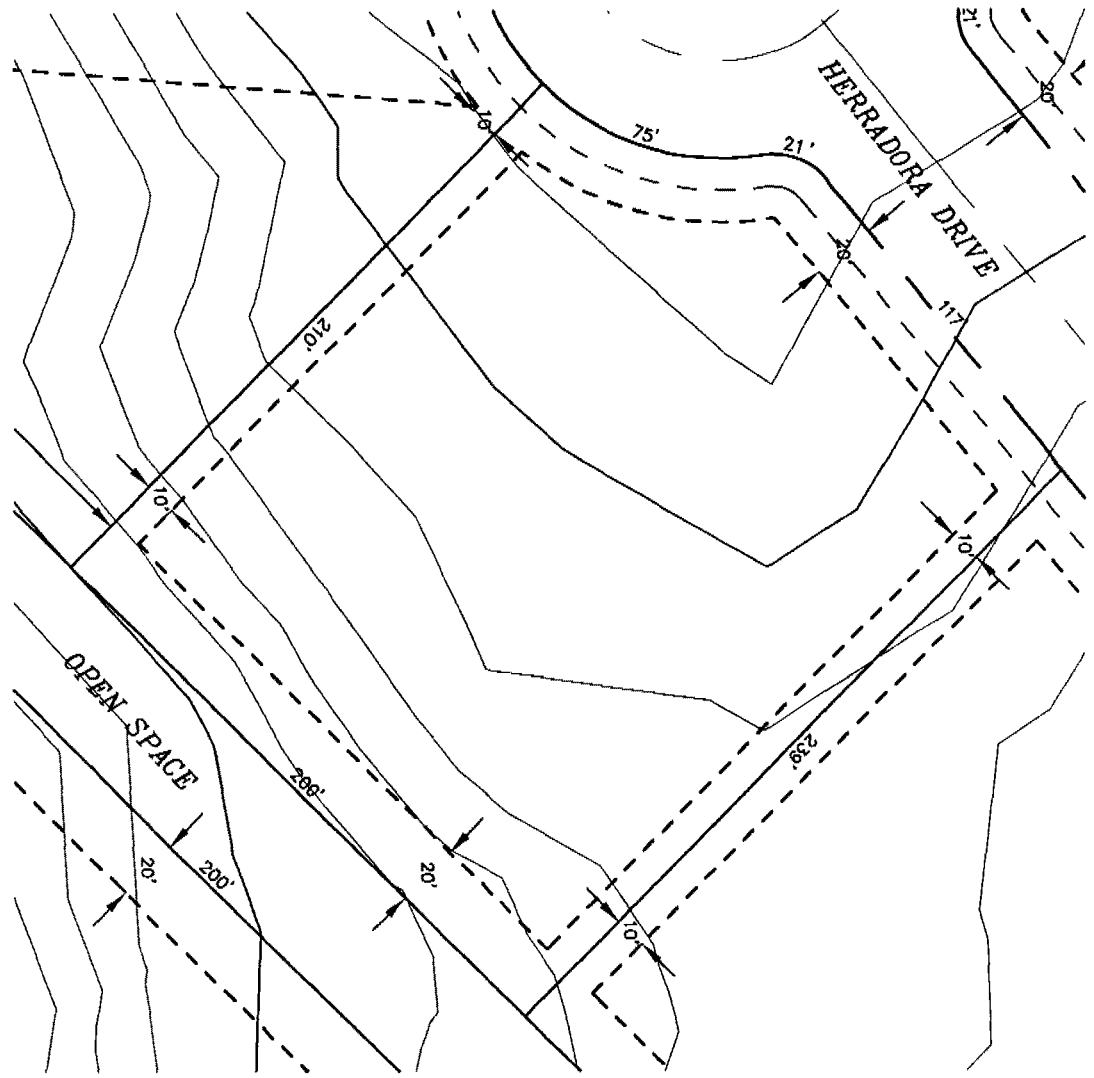
SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV7.dwg



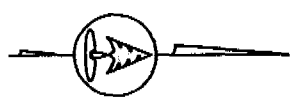
1880212



BLACK ROCK REFERENCE: LOT 338
 BLACK ROCK 6TH ADDITION: LOT 2, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 35,412 sf

--- BUILDING ENVELOPE
 --- EASEMENT LINE
 --- RIGHT-OF-WAY


EXHIBIT 285



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

Coeur d'Alene

BLACK ROCK

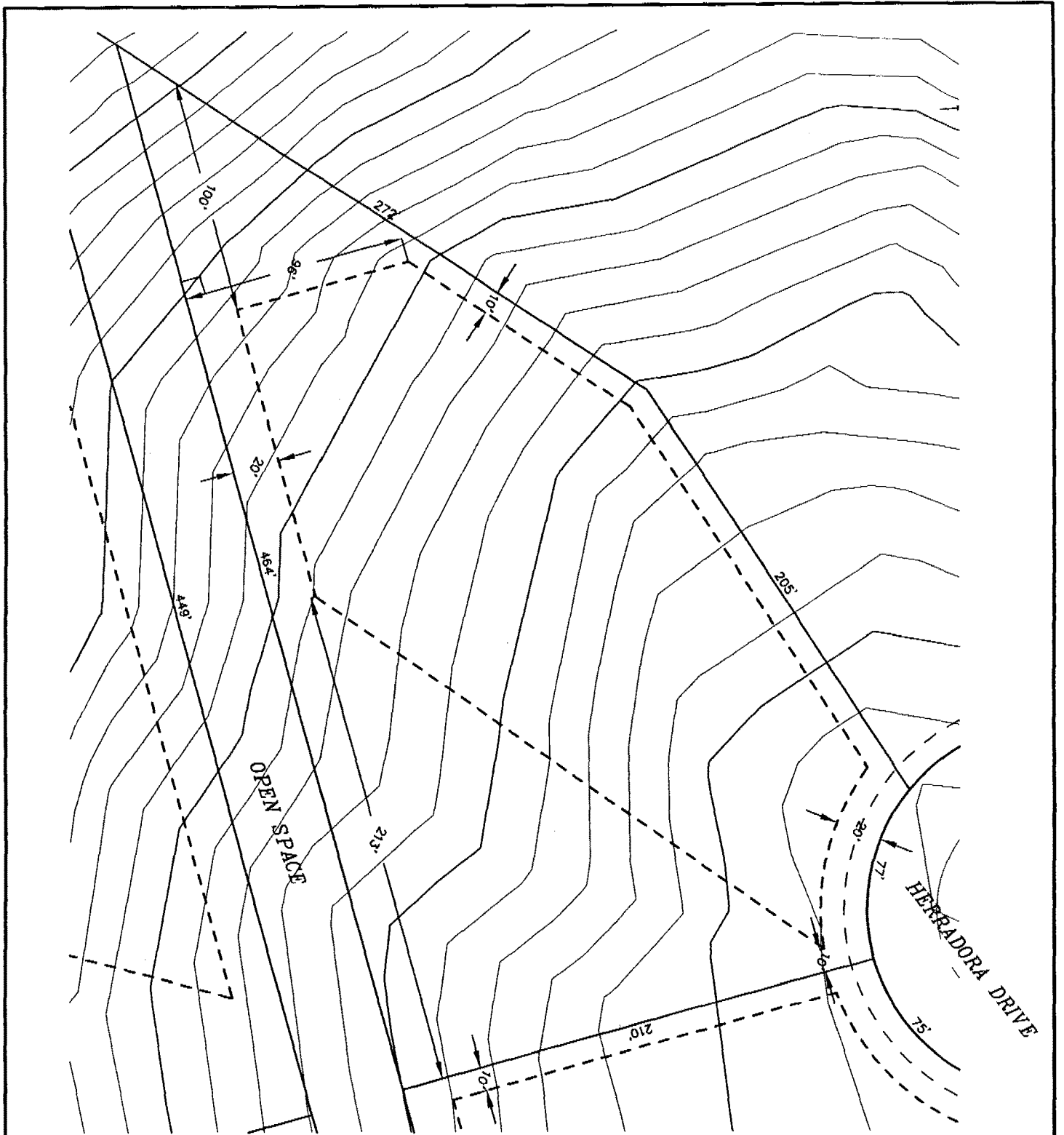


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SCALE: 1"=60'

05/17/04

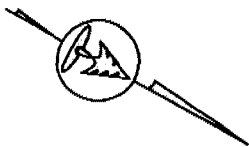
Z:/BLACK ROCK/PF02146/DWG/02146ENV7.dwg



BLACK ROCK REFERENCE: LOT 339
 BLACK ROCK 6TH ADDITION: LOT 3, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 36,876 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 286



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



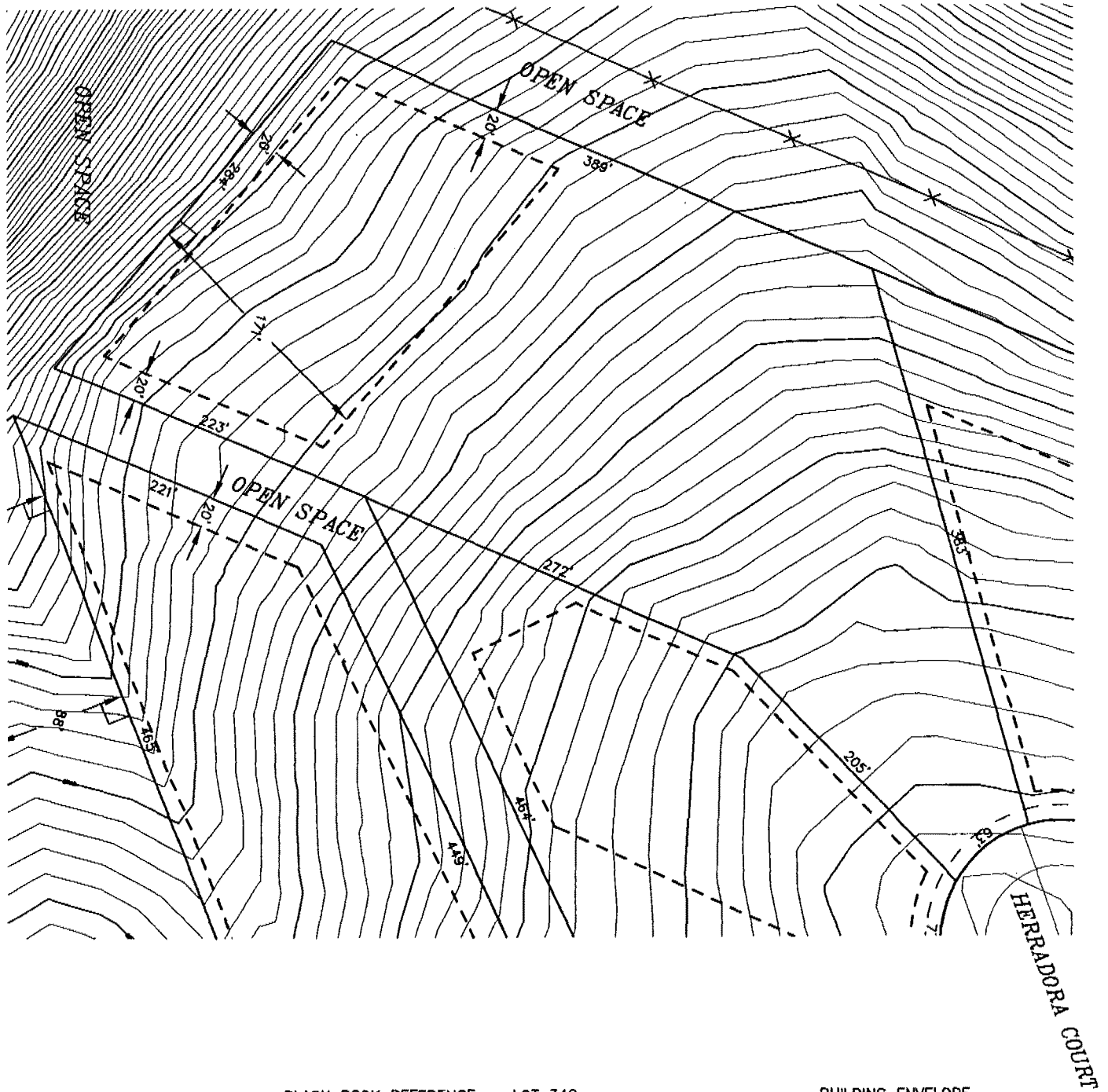
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SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV7.dwg

1880212



BLACK ROCK REFERENCE: LOT 340
 BLACK ROCK 6TH ADDITION: LOT 4, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 36,251 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 287



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

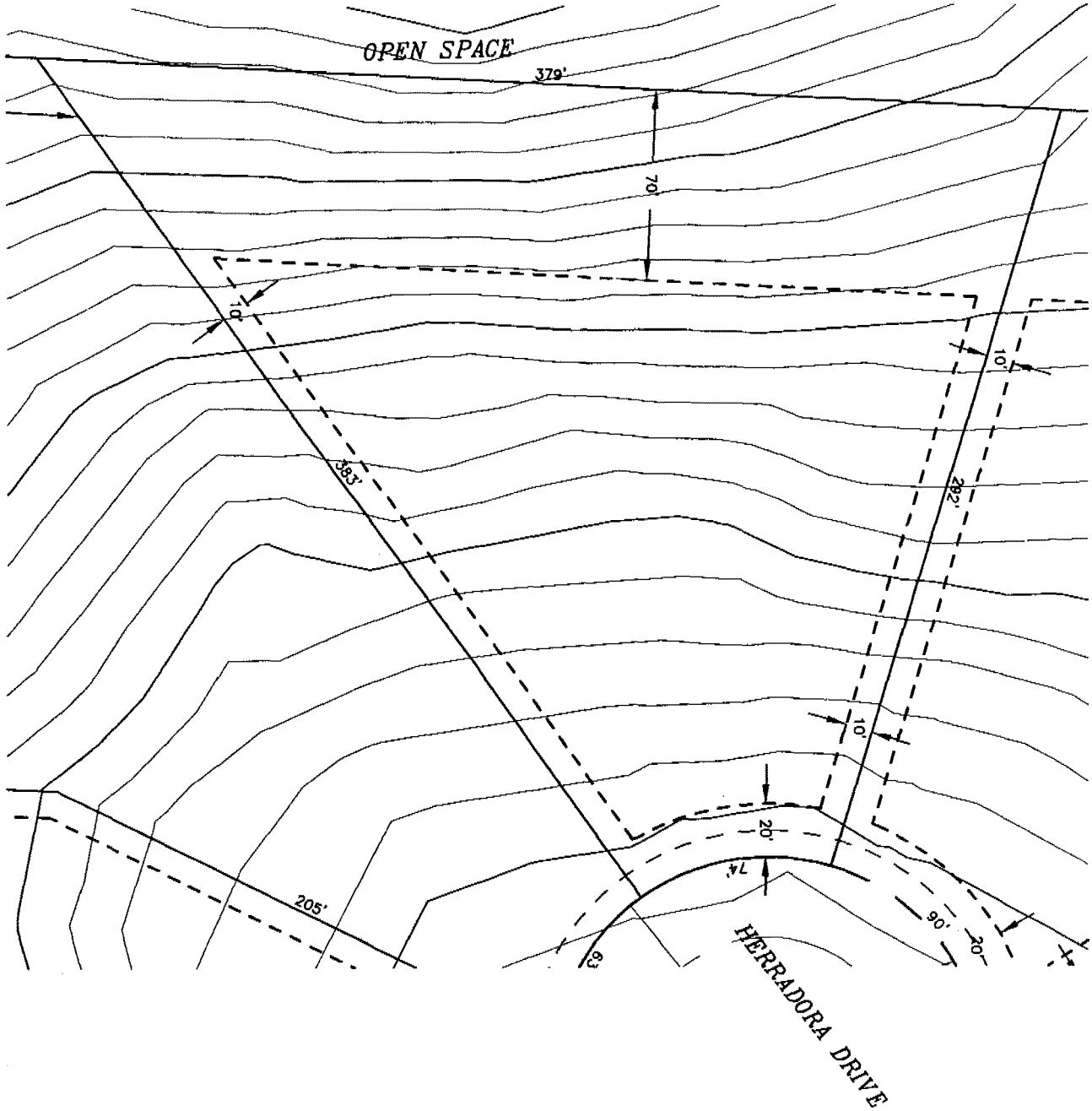


SCALE: 1"=100'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV6.dwg

1880212

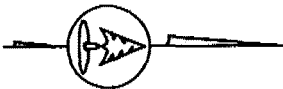


BLACK ROCK REFERENCE: LOT 341
 BLACK ROCK 6TH ADDITION: LOT 5, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 35,145 sf

--- BUILDING ENVELOPE
 ... EASEMENT LINE
 ——— RIGHT-OF-WAY

EXHIBIT 288

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

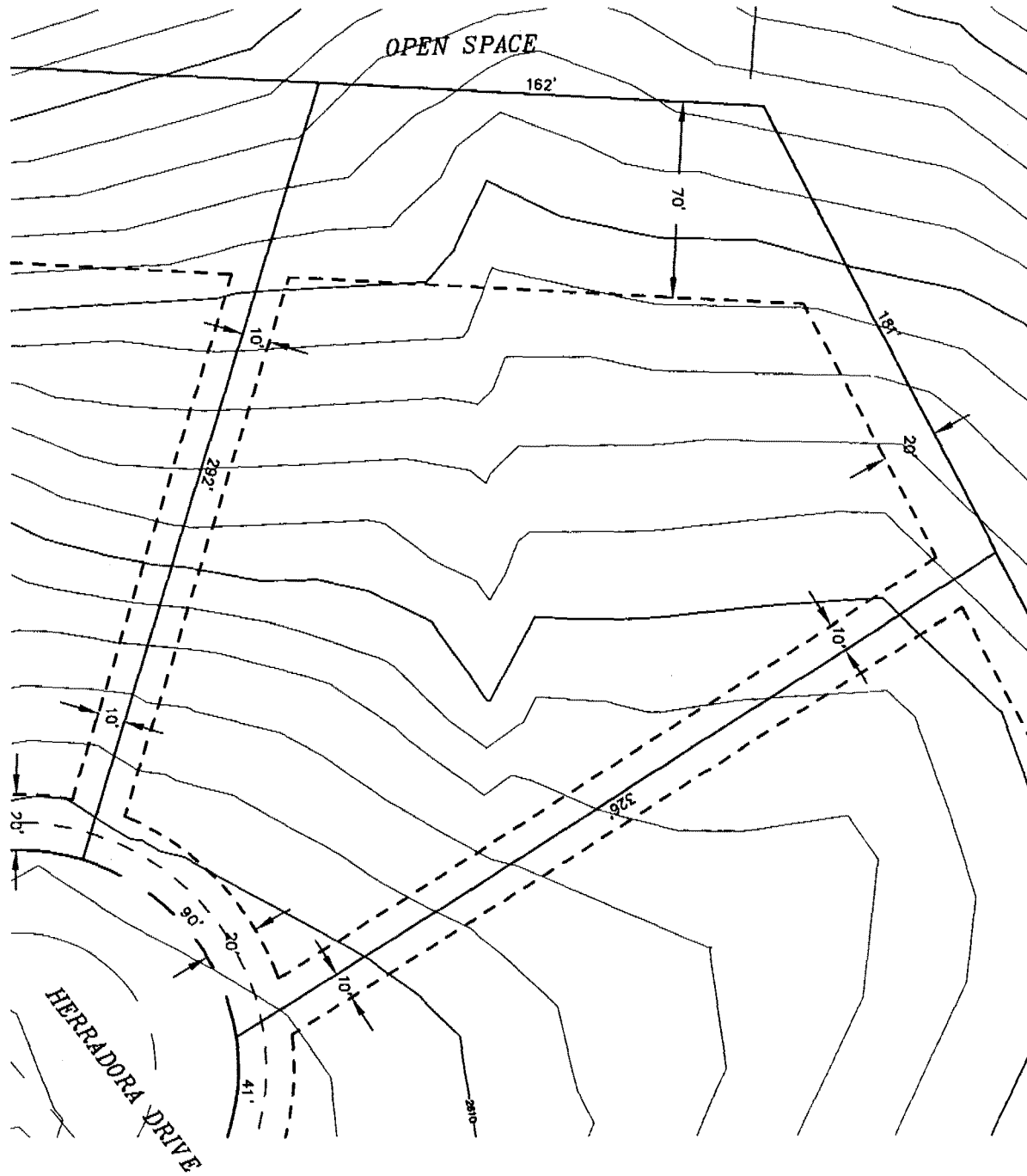


SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV7.dwg

1880212



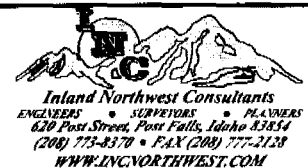
BLACK ROCK REFERENCE: LOT 342
 BLACK ROCK 6TH ADDITION: LOT 6, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 44,866 sf

----- BUILDING ENVELOPE
 - . - . - . EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 289



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

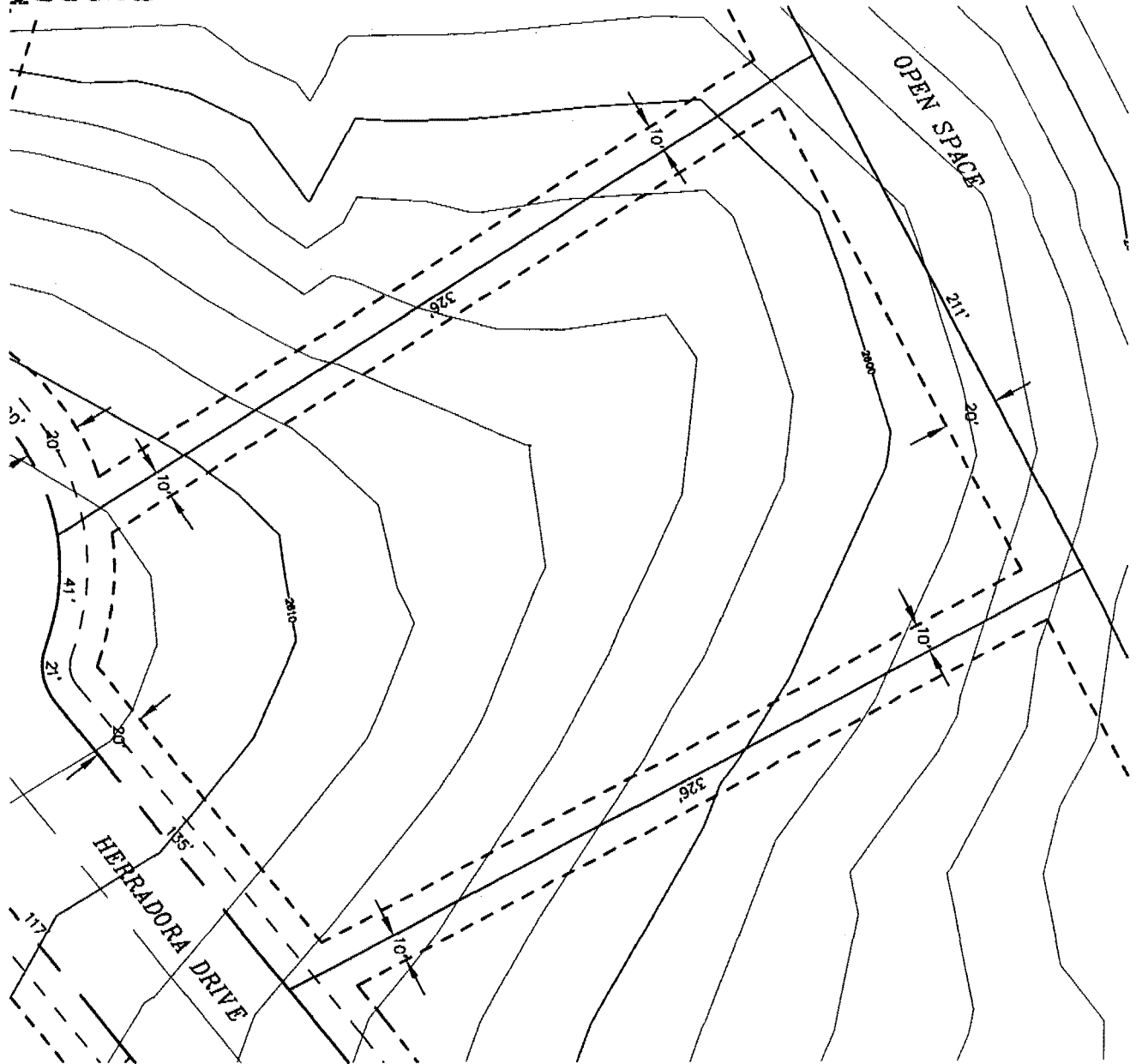


SCALE: 1"=60'

05/17/04

Z:\BLACK ROCK\PF02146\DWG\02146ENV7.dwg

1880212



BLACK ROCK REFERENCE: LOT 343
 BLACK ROCK 6TH ADDITION: LOT 7, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 53,290 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 290



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

SCALE: 1"=60'

05/17/04

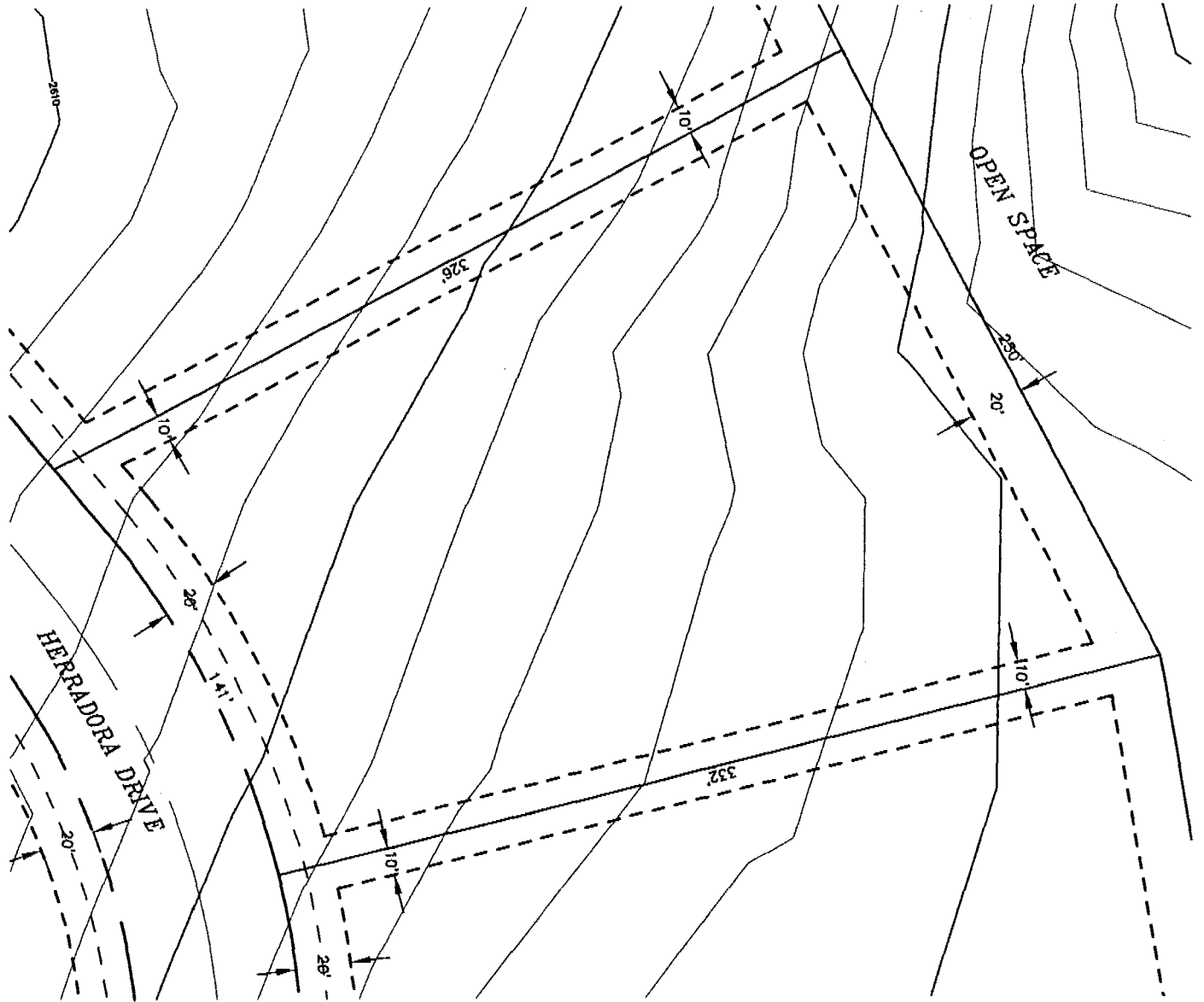


Coeur d'Alene
BLACK ROCK

Z:/BLACK ROCK/PF02146/DWG/02146ENV8.dwg

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1880212

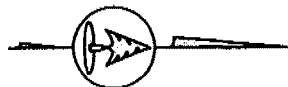


BLACK ROCK REFERENCE: LOT 344
 BLACK ROCK 6TH ADDITION: LOT 8, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 52,560 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 291

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



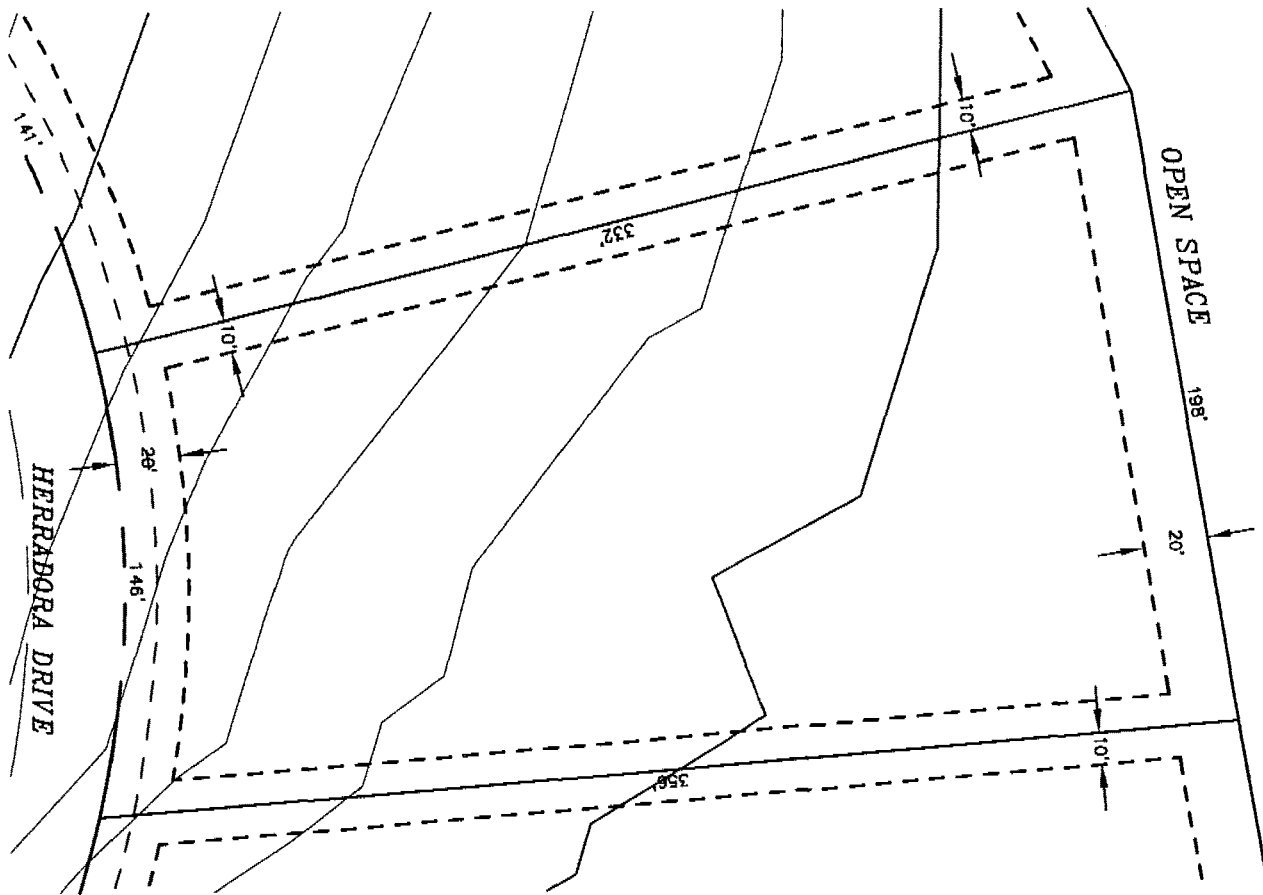
SCALE: 1"=60'

05/17/04



Z:/BLACK ROCK/PFO2146/DWG/02146ENV8.dwg

1880212

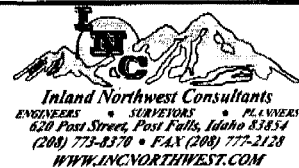
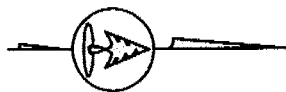


BLACK ROCK REFERENCE: LOT 345
 BLACK ROCK 6TH ADDITION: LOT 9, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 44,805 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 292

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

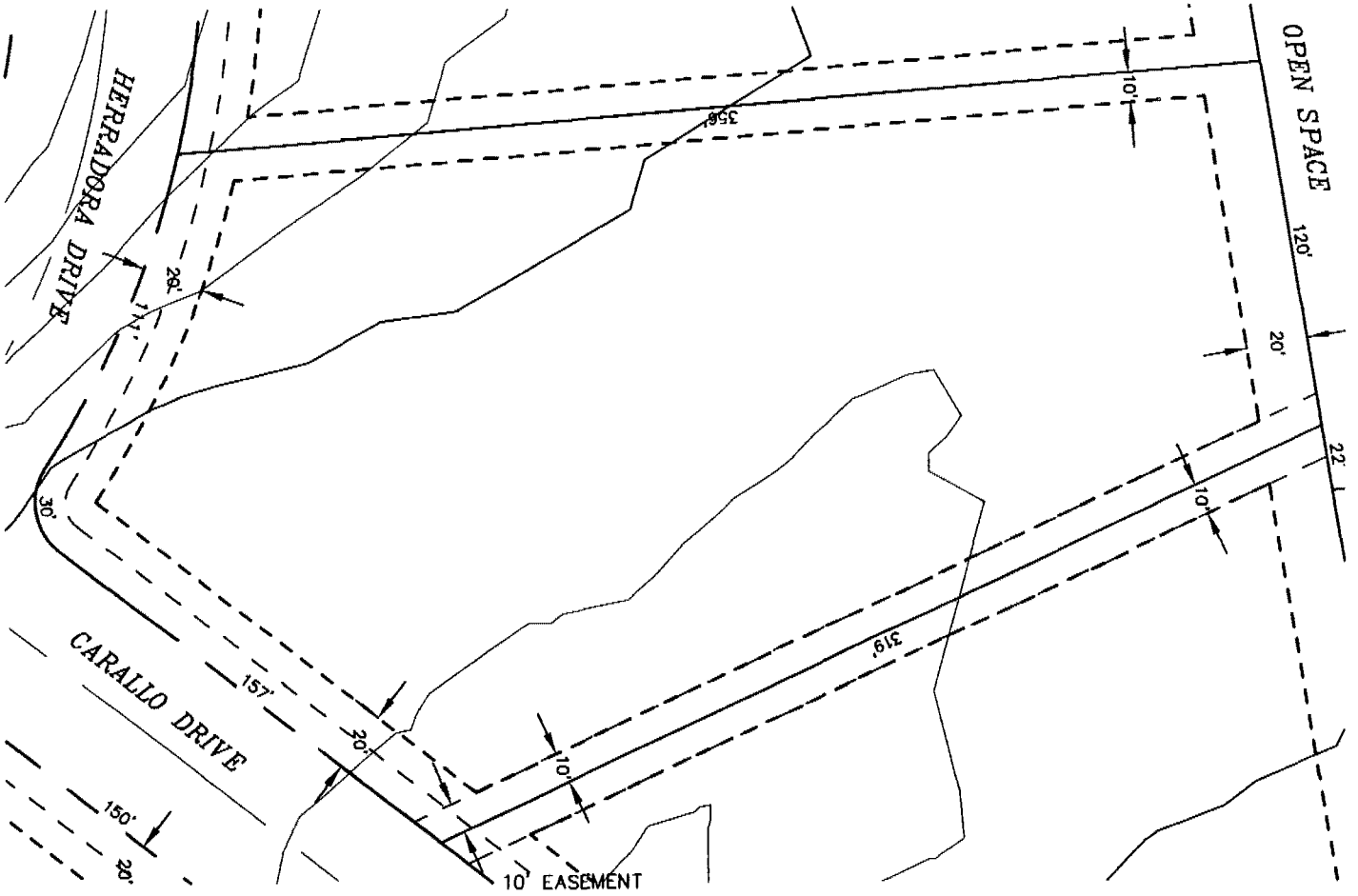


SCALE: 1"=60'

05/17/04

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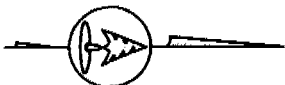
1880212



BLACK ROCK REFERENCE: LOT 346
 BLACK ROCK 6TH ADDITION: LOT 10, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 55,608 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 293



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

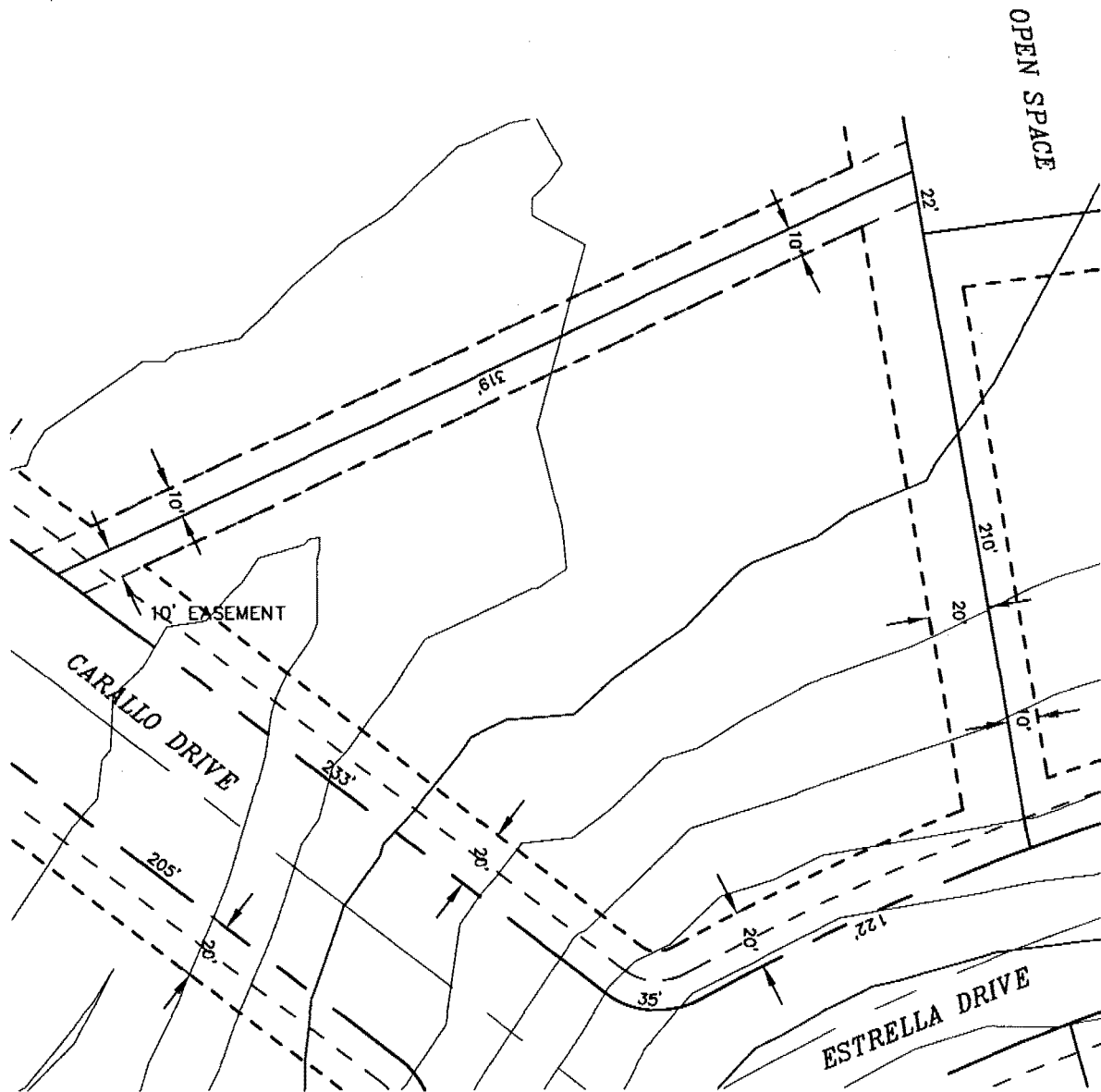


SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV8.dwg

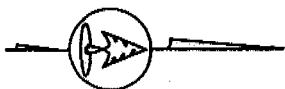
1880212



BLACK ROCK REFERENCE: LOT 347
 BLACK ROCK 6TH ADDITION: LOT 11, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 36,635 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 294



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

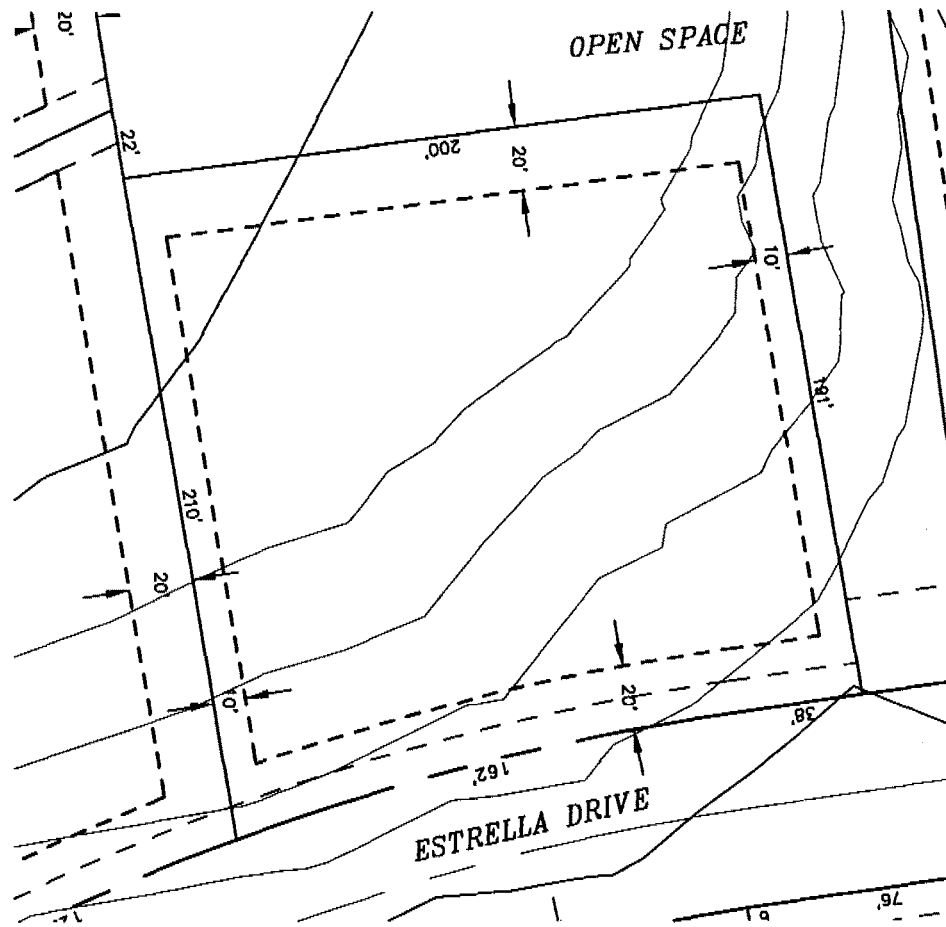


SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV8.dwg

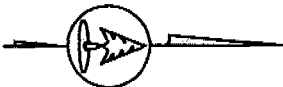
1880212



BLACK ROCK REFERENCE: LOT 348
 BLACK ROCK 6TH ADDITION: LOT 12, BLOCK 3
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 28,131 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

EXHIBIT 295



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=60'

05/17/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV8.dwg

1888578

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF Inland Northwest
Consultants
2004 JUL 16 P 12:00
DANIEL J. ENGLISH dcw
DEPUTY 9.00
FEES _____



Coeur d'Alene
BLACK ROCK

**THIRD AMENDMENT TO THE
ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Third Amendment to the
Addendum to the
Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded an Amendment to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated August 8th, 2001 and recorded in the office of the Kootenai County Recorder on August 9, 2001, as instrument number 1690505. Declarant also caused to be recorded an Amendment to the Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated May 14, 2002 and recorded in the office of the Kootenai County Recorder on May 15, 2002 as instrument number 1733028. Declarant further caused to be recorded a Second Amendment to the Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development dated October 3, 2002 and recorded at the office of the Kootenai County Recorder on October 3, 2002 as instrument number 1755905.

The Declarant wishes to amend the Addendum and the Second Addendum to the CC&Rs as follows:

- 1. Exhibit "B-59" and Amended "B-59" of the Addendum and the Second Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Second Amended Exhibit "B-59"**;

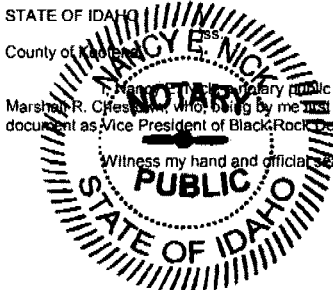
Attached hereto and incorporated herein by this reference, is **Second Amended Exhibit "B-59"**, Exhibit of Individual Lot Building Setbacks;

NOW THEREFORE, this Third Amendment to the Addendum of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development, shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Third Amendment to the Addendum supercedes the Addendum to the CC&Rs of Black Rock Planned Unit Development and the Amendment to the Addendum to the CC&Rs of Black Rock Planned Unit Development however this Third Amendment does not take the place of the CC&Rs or already recorded, except as noted on Second Amended Exhibit "B-59", and is simply an addition to the same.

DECLARANT

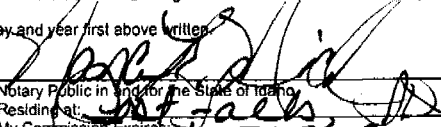
Black Rock Development, Inc.
an Idaho Corporation

By: 
Marshall R. Chesrown



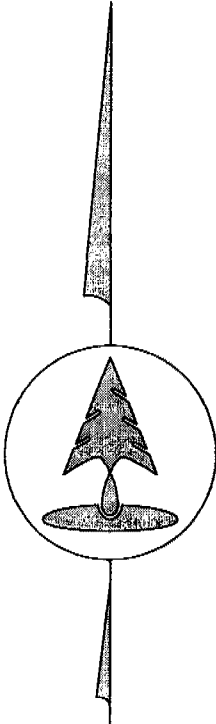
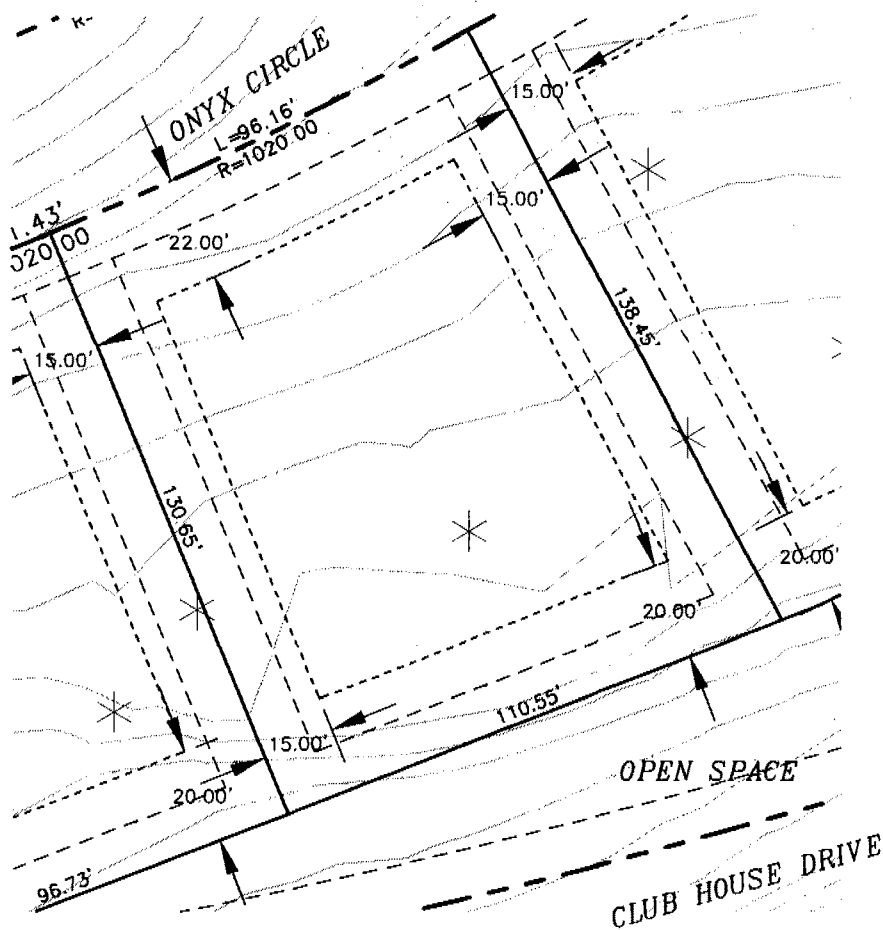
I, Nancy E. Nick, Notary Public in and for the State of Idaho, do hereby certify that on this 8th day of July, 2004, personally appeared before me Marshall R. Chesrown, who being by me first duly sworn, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as Vice President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.

Witness my hand and official seal hereto affixed the day and year first above written.


Notary Public in and for the State of Idaho
Residing at: 10-31-2009
My Commission Expires: 10-31-2009

1888578

SECOND AMENDED EXHIBIT "B-59"



BLACK ROCK REFERENCE:	LOT 76	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 3, BLOCK 13	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	22'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	6,700 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

7/12/04

Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-c76

1905749

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF Black Rock Development

2004 OCT -8 P 12:00

DANIEL J. ENGLISH ⁽¹²⁾

DEPUTY
FEES _____ 9-



Coeur d'Alene
BLACK ROCK

**FOURTH AMENDMENT TO THE ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

1905749

**Fourth Amendment to the Addendum
to the Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

The Declarant further caused to be recorded an Addendum, a Second Addendum, an Amendment to the Second Addendum, a Third Addendum, a Fourth Addendum an Amendment to Addendum, an Amendment to the Third Addendum, a Second Amendment to the Second Addendum, a Second Amendment to the Addendum, a Second Amendment to the Third Addendum, a Fifth Addendum, a First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, a Sixth Addendum, a Seventh Addendum and a Third Amendment to the Addendum to the CC&Rs of Black Rock Planned Unit Development, and recorded in the office of the Kootenai County Recorder on August 8th, November 13th and November 21st, of 2001 and March 12th, May 1st, May 15th, August 14th August 27, October 3rd, December 10th of 2002, May 28, 2003, and May 20, 2004, June 4, 2004, June 4, 2004, and July 16, 2004 respectively as instrument numbers 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, 1747017, 1749192, 1755905, 1768918, 1803139, 1876953, 1880211, 1880212, 1888578 respectively.

The Declarant wishes to amend the Addendum to the CC&Rs as follows:

- 1. Exhibits "B-47" of the Addendum to the CC&Rs of Black Rock Planned Unit Development is hereby replaced and amended with **Amended Exhibit "B-47"**;

Attached hereto and incorporated herein by this reference, is **Amended Exhibit "B-47"** Exhibit of Individual Lot Building Setback;

NOW THEREFORE, this Fourth Amendment to the Addendum shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Fourth Amendment to the Addendum to the recorded CC&Rs and to the Addendum, a Second Addendum, an Amendment to the Second Addendum, a Third Addendum, a Fourth Addendum an Amendment to Addendum, an Amendment to the Third Addendum, a Second Amendment to the Second Addendum, a Second Amendment to the Addendum, a Second Amendment to the Third Addendum, a Fifth Addendum, a First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, a Sixth Addendum, a Seventh Addendum and a Third Amendment to the Addendum to the CC&Rs of Black Rock Planned Unit Development, does not take the place of the CC&Rs and the Addendums and Amendments to the CC&Rs already recorded, and is simply an addition to the same.

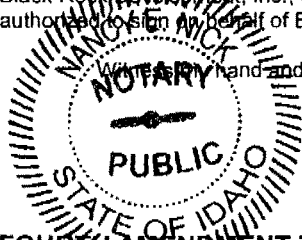
DECLARANT

Black Rock Development, Inc.
an Idaho Corporation

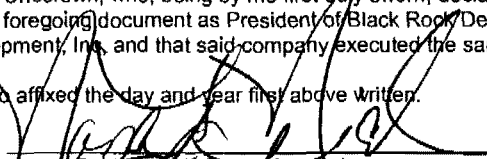
By: 
Marshall R. Chesrown, President

STATE OF IDAHO)
)ss.
County of Kootenai)

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 5th day of October, 2004, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., that he is authorized to sign on behalf of Black Rock Development, Inc. and that said company executed the same.

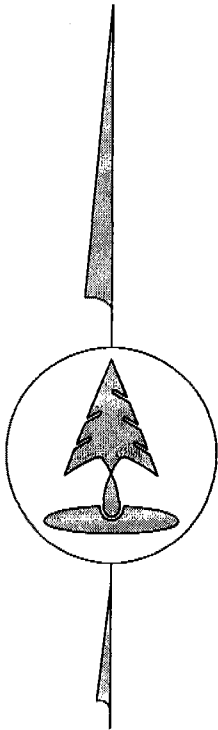
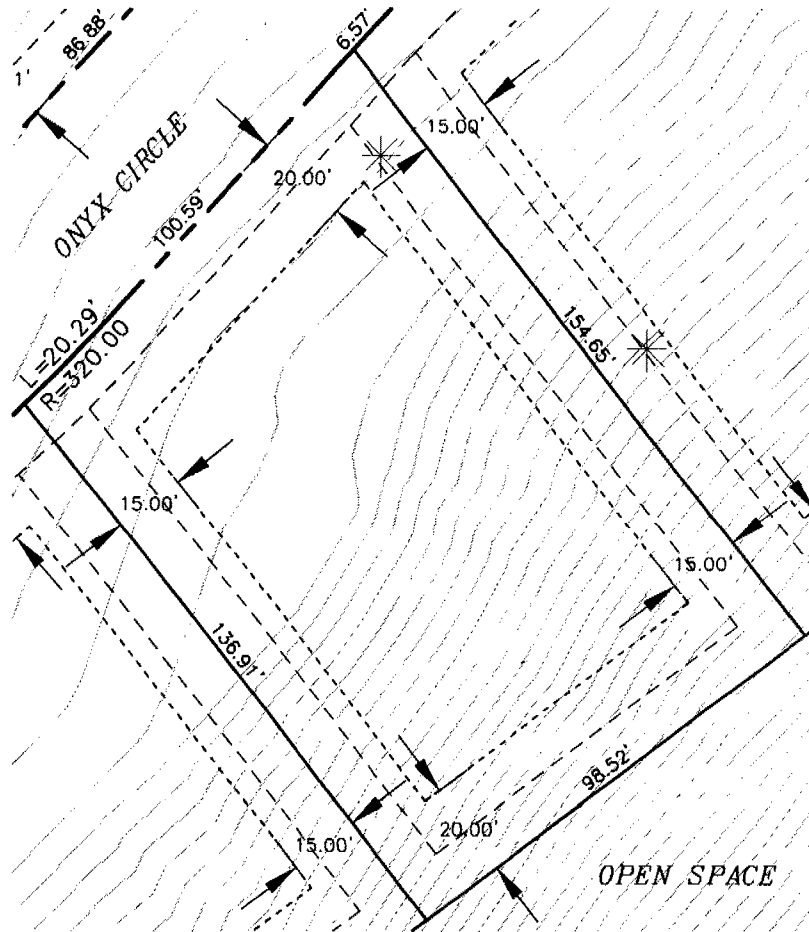


My hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Idaho
Residing at: 1027 E. 25th
My Commission Expires: 10.31.2009

1905749



AMENDED EXHIBIT B-47

BLACK ROCK REFERENCE:	LOT 64	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 15, BLOCK 13	- - - - -	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	25'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	7,244 sf		

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

9/27/04

Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b64

1905750

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Black Rock Development

2004 OCT -8 P 12:00

DANIEL J. ENGLISH

DEPUTY

FEES

9-



Coeur d'Alene
BLACK ROCK

**FIRST AMENDMENT TO THE SIXTH ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

**First Amendment to the Sixth Addendum
to the Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

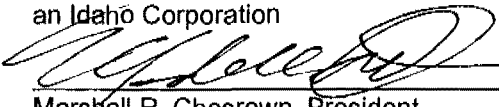
The Declarant further caused to be recorded an Addendum, a Second Addendum, an Amendment to the Second Addendum, a Third Addendum, a Fourth Addendum an Amendment to Addendum, an Amendment to the Third Addendum, a Second Amendment to the Second Addendum, a Second Amendment to the Addendum, a Second Amendment to the Third Addendum, a Fifth Addendum, a First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, a Sixth Addendum, a Seventh Addendum, a Third Amendment to the Addendum and a Fourth Amendment to the Addendum to the CC&Rs of Black Rock Planned Unit Development, and recorded in the office of the Kootenai County Recorder on August 8th, November 13th and November 21st, of 2001 and March 12th, May 1st, May 15th, August 14th August 27, October 3rd, December 10th of 2002, May 28, 2003, and May 20, 2004, June 4, 2004, June 4, 2004, July 16, 2004 and October 8, 2004 respectively as instrument numbers 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, 1747017, 1749192, 1755905, 1768918, 1803139, 1876953, 1880211, 1880212, 1888578, and 1905749 respectively.

This First Amendment to the Sixth Addendum is to clarify setbacks and height restrictions for the Lots platted in Black Rock Fifth Addition. Attached hereto and incorporated herein is **Amended Exhibit "A"** which is the maximum setbacks allowed by the County of Kootenai in the Amended Order of Decision for Case No. PUD-045-03, as shown on **Amended Exhibit "A"**, or, more restrictive setbacks and height restrictions as imposed by Black Rock.

NOW THEREFORE, this Amendment to the Sixth Addendum shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Amendment to the Sixth Addendum to the recorded CC&Rs, Addendum, Second Addendum, Amendment to the Second Addendum, Third Addendum, Fourth Addendum an Amendment to Addendum, Amendment to the Third Addendum, Second Amendment to the Second Addendum, a Second Amendment to the Addendum, Second Amendment to the Third Addendum, Fifth Addendum, First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, Sixth Addendum, Seventh Addendum, Third Amendment to the Addendum and Fourth Amendment to the Addendum does not take the place of the CC&Rs and the Addendums and Amendments to the CC&Rs already recorded, and is simply an addition to the same.

DECLARANT

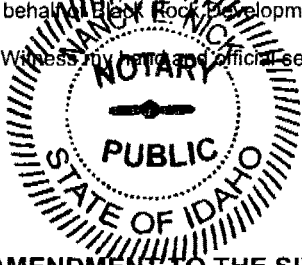
Black Rock Development, Inc.
an Idaho Corporation

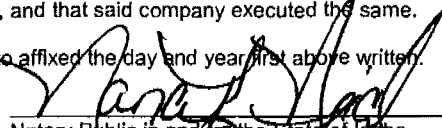
By: 
Marshall R. Chesrown, President

STATE OF IDAHO)
)ss.
County of Kootenai)

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 8th day of October, 2004, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc. He signed the foregoing document as President of Black Rock Development, Inc., that he is authorized to sign on behalf of Black Rock Development, Inc, and that said company executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.





Notary Public in and for the State of Idaho
Residing at: _____
My Commission Expires: 10-31-2009

1905750

Plat of	Block	Lot	Setbacks				Building Height Restriction
			Front	Flanking	Rear	Side	
B.R. Fifth Add.	1	1	20	20	20	10	Two Story
B.R. Fifth Add.	1	2	20	N/A	20	10	Two Story
B.R. Fifth Add.	1	3	20	N/A	20	10	Two Story
B.R. Fifth Add.	1	4	20	N/A	20	10	Two Story
B.R. Fifth Add.	2	1	20	N/A	20	10	Two Story
B.R. Fifth Add.	2	2	20	N/A	20	10	Two Story
B.R. Fifth Add.	2	3	20	N/A	20	10	Two Story
B.R. Fifth Add.	2	4	20	N/A	20	10	Two Story
B.R. Fifth Add.	2	5	20	N/A	20	10	Two Story
B.R. Fifth Add.	2	6	20	N/A	20	10	Two Story
B.R. Fifth Add.	2	7	20	20	20	10	Two Story
B.R. Fifth Add.	3	1	20	N/A	20	10	Two Story
B.R. Fifth Add.	3	2	20	20	20	10	Two Story
B.R. Fifth Add.	3	3	20	N/A	20	10	Two Story
B.R. Fifth Add.	4	1	20	N/A	20	10	Two Story
B.R. Fifth Add.	4	2	20	N/A	20	10	Two Story
B.R. Fifth Add.	4	3	20	20	20	10	Two Story
B.R. Fifth Add.	5	1	20	N/A	20	10	Two Story
B.R. Fifth Add.	5	2	20	N/A	20	10	Two Story
B.R. Fifth Add.	5	3	20	N/A	20	10	Two Story
B.R. Fifth Add.	5	4	20	N/A	20	10	Two Story
B.R. Fifth Add.	5	5	20	N/A	20	10	Two Story
B.R. Fifth Add.	5	6	20	N/A	20	10	Two Story
B.R. Fifth Add.	5	7	20	N/A	20	10	Two Story
B.R. Fifth Add.	5	8	20	N/A	20	10	Two Story
B.R. Fifth Add.	5	9	20	N/A	20	10	Two Story
B.R. Fifth Add.	6	1	10	N/A	10	10	Two Story
B.R. Fifth Add.	6	2	10	N/A	10	10	Two Story
B.R. Fifth Add.	6	3	10	N/A	10	10	Two Story
B.R. Fifth Add.	6	4	10	N/A	10	10	Two Story
B.R. Fifth Add.	6	5	10	N/A	10	10	Two Story
B.R. Fifth Add.	6	6	10	N/A	10	10	Two Story
B.R. Fifth Add.	6	7	10	N/A	10	10	Two Story
B.R. Fifth Add.	6	8	10	N/A	10	10	20'
B.R. Fifth Add.	6	9	10	N/A	10	10	20'
B.R. Fifth Add.	6	10	10	N/A	10	10	20'
B.R. Fifth Add.	7	1	10	N/A	0	0	Two Story
B.R. Fifth Add.	9	1	20	N/A	20	10	Two Story

AMENDED EXHIBIT 'A'

1905751

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Black Rock Development

2004 OCT -8 P 12: 01

DANIEL J. ENGLISH

DEPUTY

FEES

18-



Coeur d'Alene
BLACK ROCK

**FIRST AMENDMENT TO THE SEVENTH ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

First Amendment to the Seventh Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

The Declarant further caused to be recorded an Addendum, a Second Addendum, an Amendment to the Second Addendum, a Third Addendum, a Fourth Addendum an Amendment to Addendum, an Amendment to the Third Addendum, a Second Amendment to the Second Addendum, a Second Amendment to the Addendum, a Second Amendment to the Third Addendum, a Fifth Addendum, a First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, a Sixth Addendum, a Seventh Addendum and a Third Amendment to the Addendum, a Fourth Amendment to the Addendum, and a First Amendment to the Sixth Addendum to the CC&Rs of Black Rock Planned Unit Development, and recorded in the office of the Kootenai County Recorder on August 8th, November 13th, and November 21st, of 2001 and March 12th, May 1st, May 15th, August 14th August 27, October 3rd, December 10th of 2002, May 28, 2003, and May 20, 2004, June 4, 2004, June 4, 2004, July 16, 2004, October 8, 2004 and October 8, 2004, respectively as instrument numbers 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, 1747017, 1749192, 1755905, 1768918, 1803139, 1876953, 1880211, 1880212, 1888578, 1905749, and 1905750 respectively.

The Declarant wishes to amend the Addendum to the Seventh Addendum to the CC&Rs as follows:

- 1. Exhibits "265", "266", "267", and "269" are hereby amended and replaced with Amended Exhibits "265", "266", "267" and "269";

Attached hereto and incorporated herein by this reference is Amended Exhibits "265", "266", "267", and "269".

NOW THEREFORE, this First Amendment to the Seventh Addendum shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Amendment to the Seventh Addendum to the recorded CC&Rs and to the Addendum, Second Addendum, Amendment to the Second Addendum, Third Addendum, Fourth Addendum Amendment to Addendum, Amendment to the Third Addendum, Second Amendment to the Second Addendum, Second Amendment to the Addendum, Second Amendment to the Third Addendum, Fifth Addendum, First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, Sixth Addendum, Seventh Addendum, Third Amendment to the Addendum, Fourth Amendment to the Addendum, and a First Amendment to the Sixth Addendum to the CC&Rs does not take the place of the CC&Rs and the Addendums and Amendments to the CC&Rs already recorded, and is simply an addition to the same.

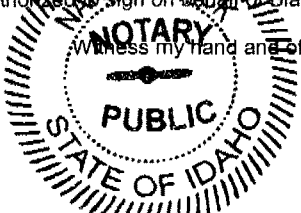
DECLARANT

Black Rock Development, Inc.
an Idaho Corporation

By: [Signature]
Marshall R. Chesrown, President

STATE OF IDAHO)
)ss.
County of Kootenai)

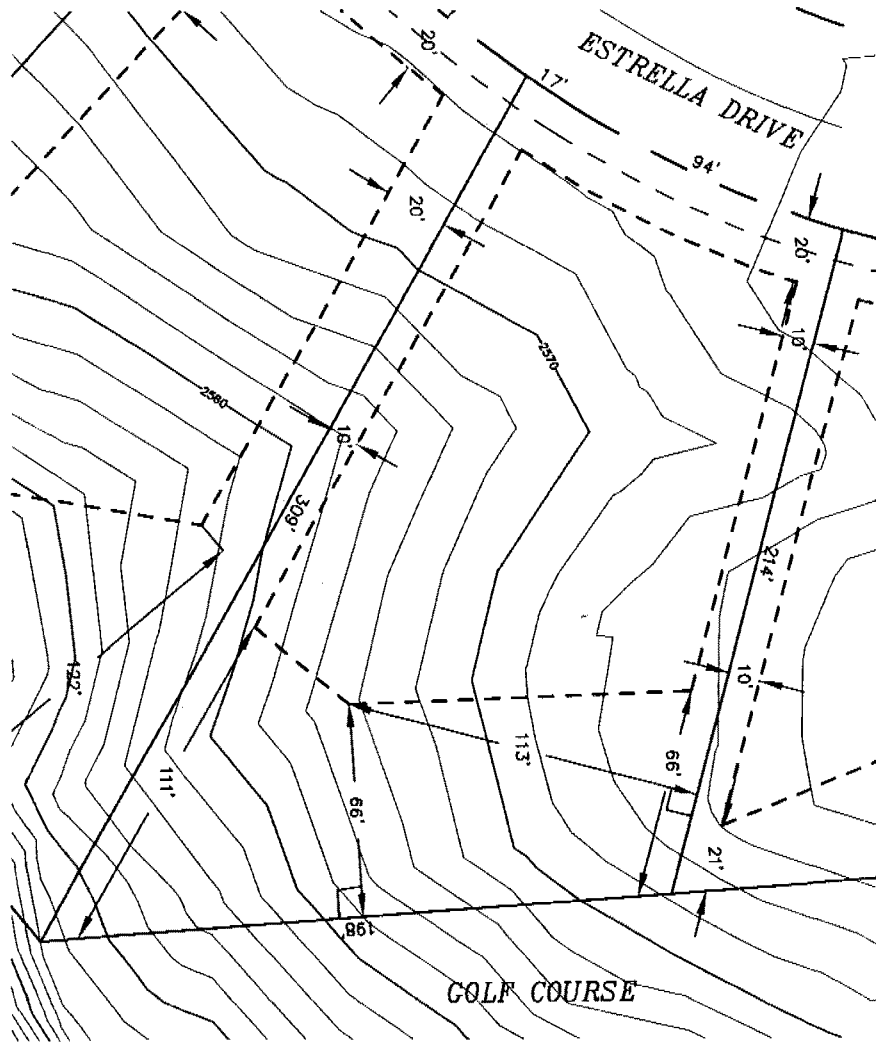
I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 5th day of October, 2004, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., that he is authorized to sign on behalf of Black Rock Development, Inc. and that said company executed the same.



Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of Idaho
Residing at: Post Falls
My Commission Expires: 10-31-2009

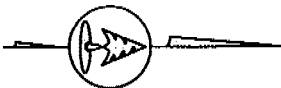
1905751



AMENDED EXHIBIT 265

BLACK ROCK REFERENCE: LOT 318
 BLACK ROCK 6TH ADDITION: LOT 14, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 18,328 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



Coeur d'Alene
BLACK ROCK

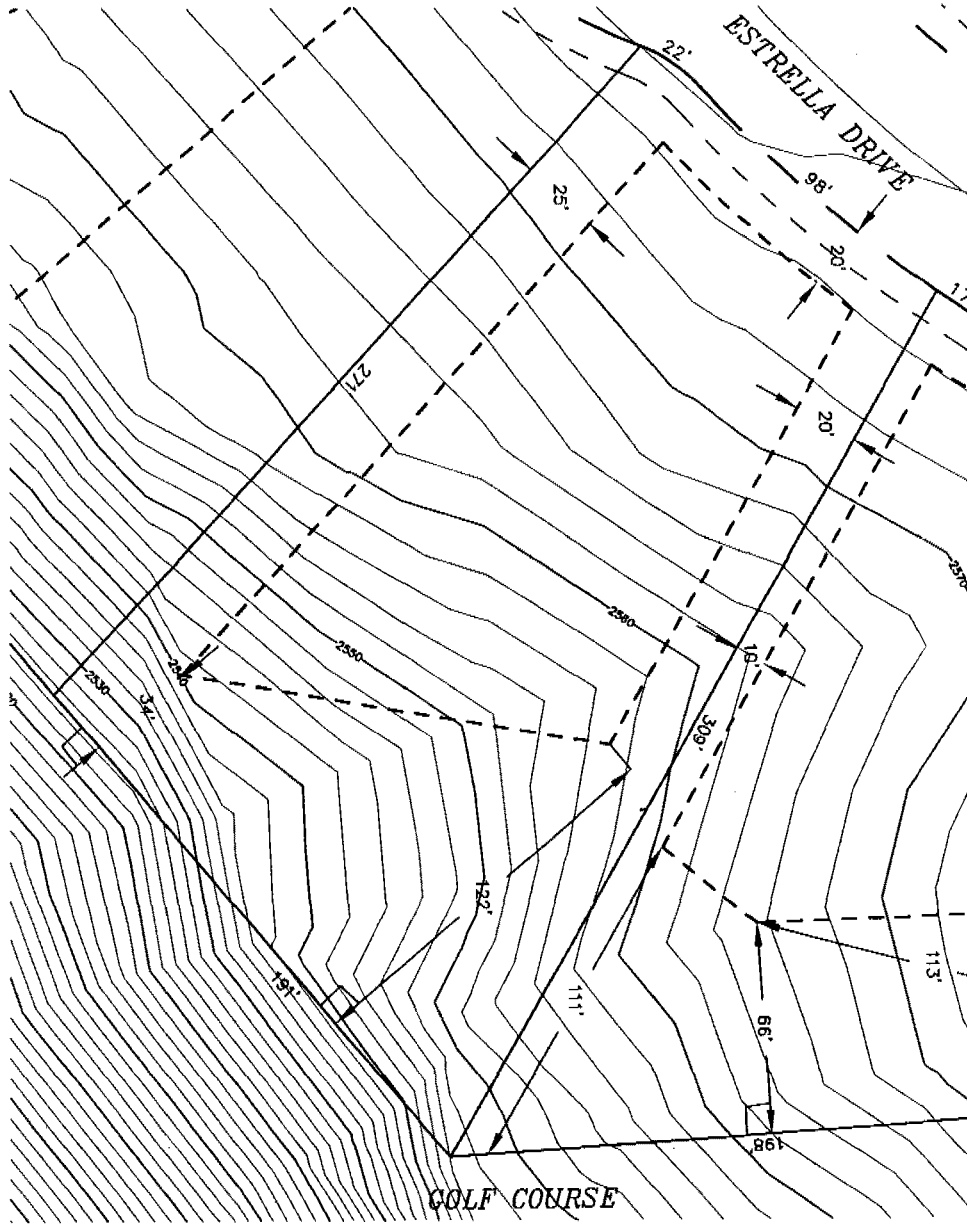
INC
 Inland Northwest Consultants
 ENGINEERS • SURVEYORS • PLANNERS
 620 Post Street, Post Falls, Idaho 83854
 (208) 773-3370 • FAX (208) 777-2128
 WWW.INC.NORTHWEST.COM

SCALE: 1"=60'

09/27/04

Z:/BLACK ROCK/PF02146/DWG/02146ENV3.dwg

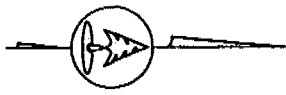
1905751



AMENDED EXHIBIT 266

BLACK ROCK REFERENCE: LOT 319
 BLACK ROCK 6TH ADDITION: LOT 15, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 18,577 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 _____ RIGHT-OF-WAY



A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.

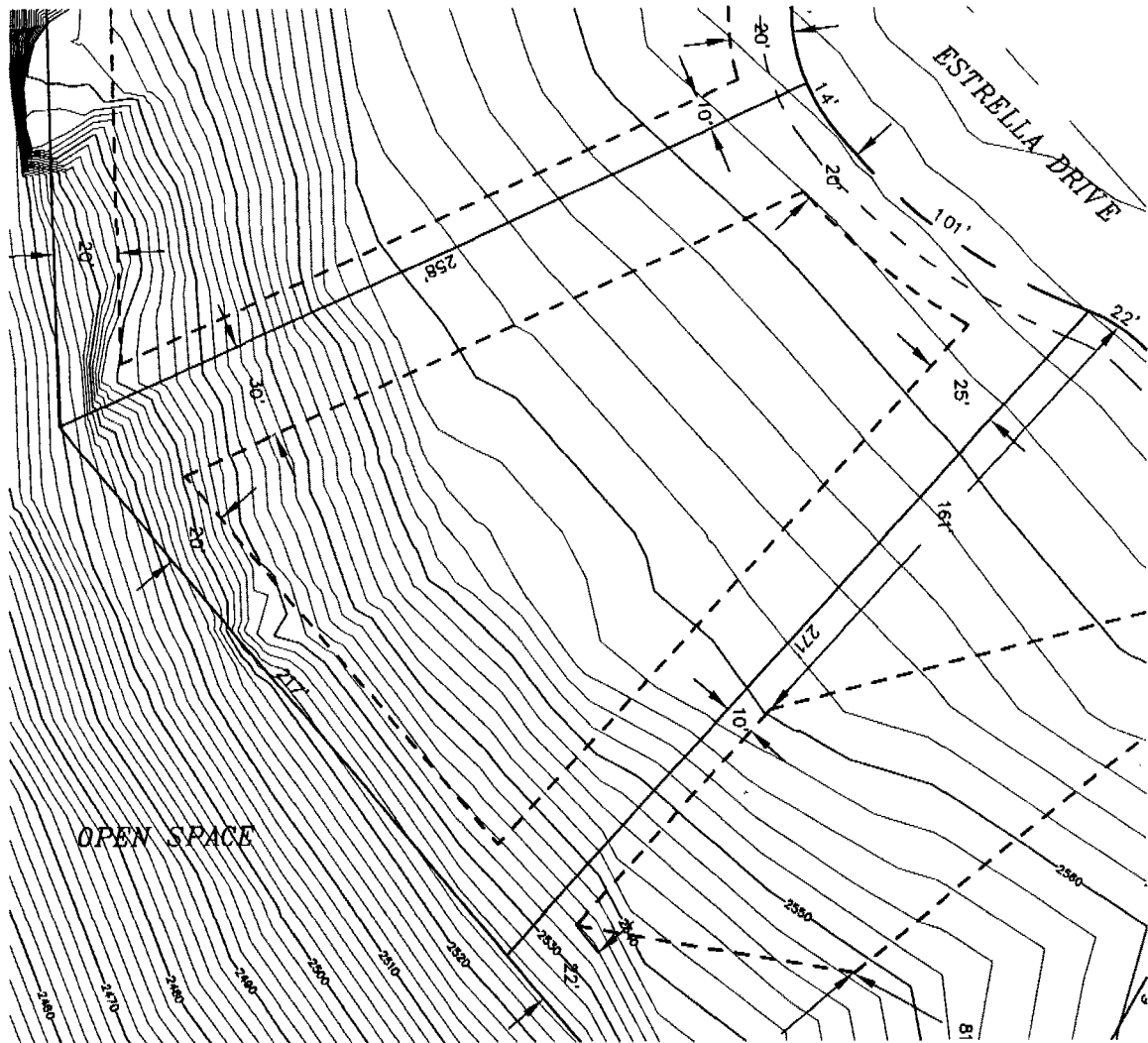
SCALE: 1"=60'

09/27/04



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1905751

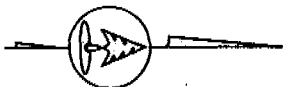


AMENDED EXHIBIT 267

BLACK ROCK REFERENCE: LOT 320
 BLACK ROCK 6TH ADDITION: LOT 16, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 22,730 sf

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



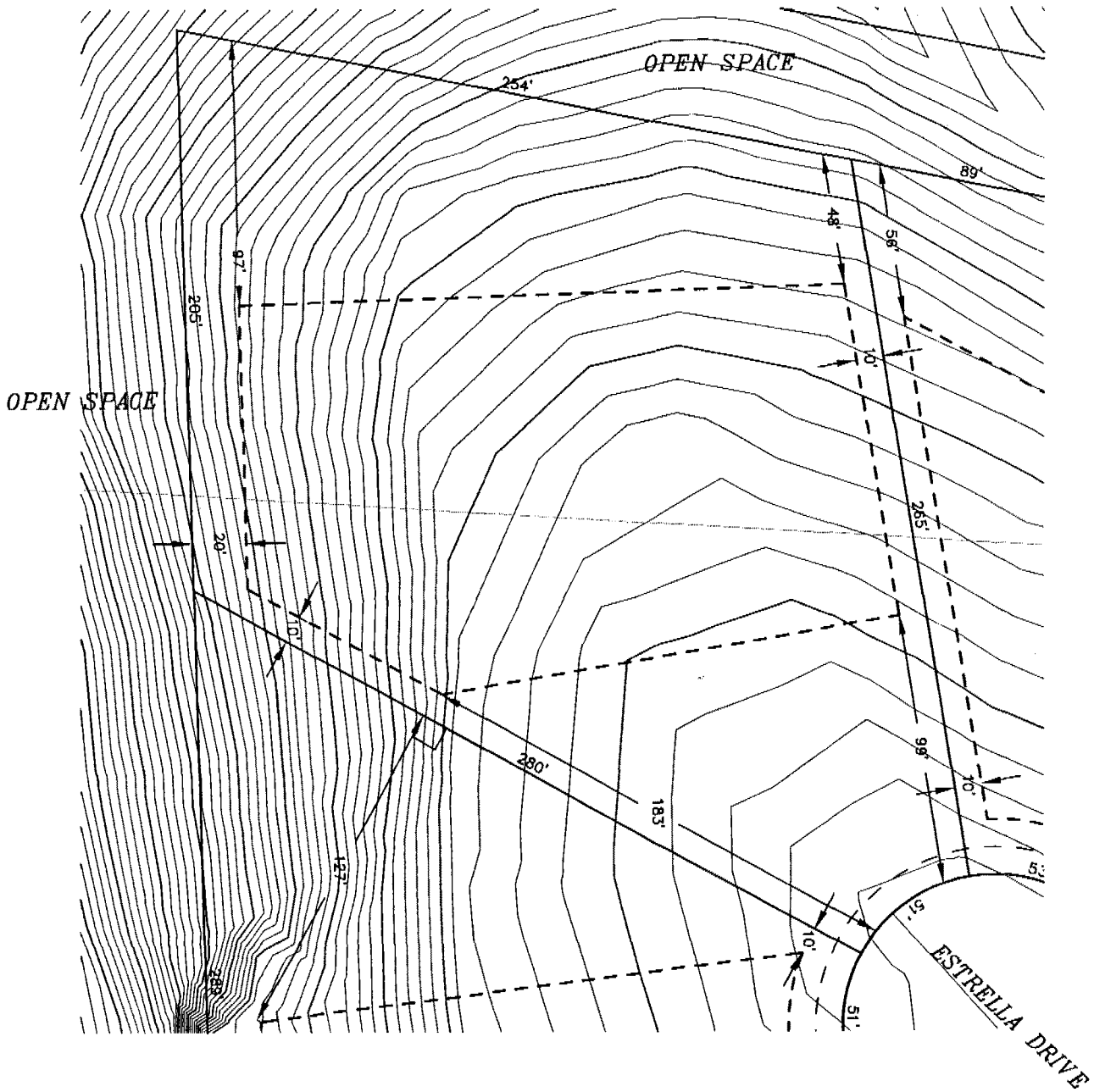
SCALE: 1"=60'

09/27/04



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1905751

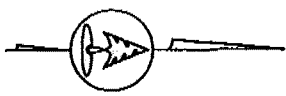


AMENDED EXHIBIT 269

BLACK ROCK REFERENCE: LOT 322
 BLACK ROCK 6TH ADDITION: LOT 18, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 30,315 sf

----- BUILDING ENVELOPE
 - . - . - . EASEMENT LINE
 _____ RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=60'

09/27/04

Z:/BLACK ROCK/PFO2146/DWG/O2146ENV4.dwg

1929121

ACCOMMODATION ONLY

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
NORTH IDAHO TITLE INS.

After recording return to:

Kathryn R. McKinley
Layman, Layman, McKinley & Robinson, PLLP
601 S. Division Street
Spokane, WA 99202

2005 FEB 10 A 11:50

DANIEL J. ENGLISH

DEPUTY

FEES

W
6.00

VACATION OF EASEMENT

This Vacation of Easement ("Vacation") is made and entered this 9th day of February, 2005, by and between BLACK ROCK DEVELOPMENT, INC., an Idaho corporation, whose current address is PO Box 3070, Coeur d'Alene, Idaho 83816, as Grantor and the entities entitled thereto as Grantees.


WHEREAS, Grantor established utility easements pursuant to the Plat of Black Rock Second Addition, recorded March 12, 2002 with the Kootenai County, Idaho Recorder under Instrument #1722878, Book I, Page 337 and the Third Addendum to the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development, recorded March 12, 2002 with the Kootenai County, Idaho Recorder under Instrument #1722879.

Grantor now, in consideration of mutual benefit, vacates the utility easements located on the following real property, located in Kootenai County, State of Idaho and more legally described as:

Lots 1, 2 and 4 through 8, Block 6, BLACK ROCK SECOND ADDITION, according to the plat recorded in Book "I" of Plats at Page 337, records of Kootenai County, Idaho.

This Vacation is made as of the date first written above, shall run with the Property and shall be binding upon the heirs, successors and assigns of Grantor and the entitled Grantees.

BLACK ROCK DEVELOPMENT, INC., an
Idaho corporation

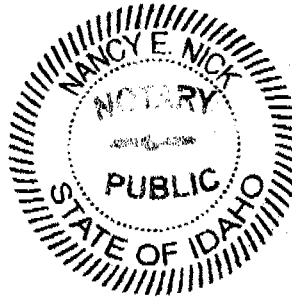

By: Marshall R. Chesrown
Its: President

1929121

STATE OF Idaho } ss
COUNTY OF Cootenai }

On this 9th day of February, 2005 before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Marshall R. Chesrow, Resident, to me known to be the Resident, of Black Rock Development, Inc., an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

GIVEN under my hand and official seal this 9th day of February, 2005.



Nancy E. Nick
Print Name Nancy E. Nick
NOTARY PUBLIC in and for the
state of Idaho
residing at Past Falls
My Appointment Expires: 10.31.2009

1964748

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF Black Rock

2005 JUL 15 P 12:38

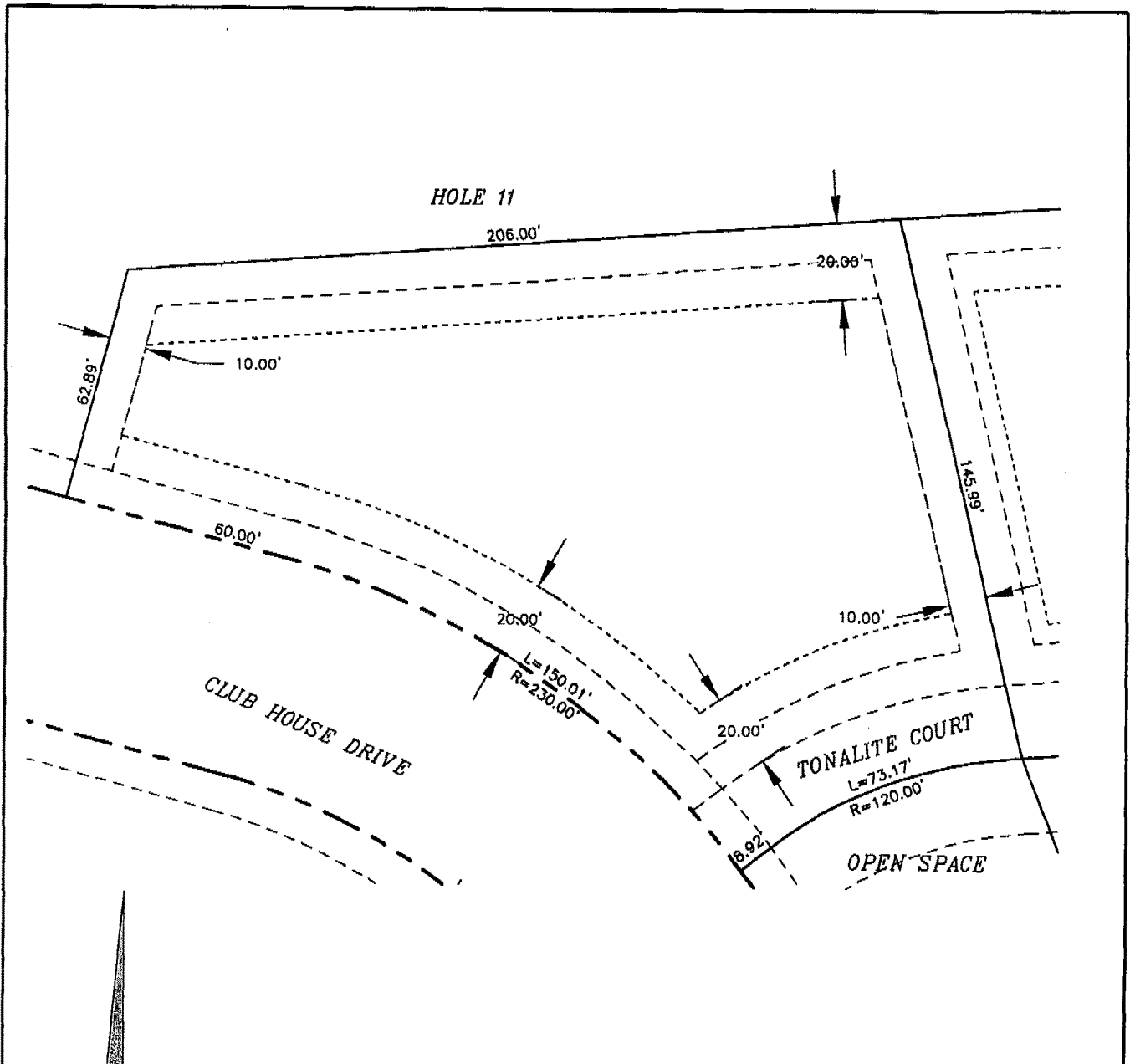
DANIEL J. ENGLISH

DEPUTY CP
FEES 9.00

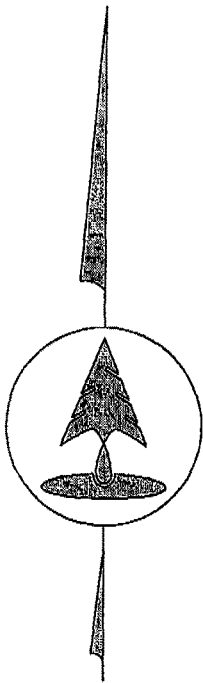


Coeur d'Alene
BLACK ROCK

**FIFTH AMENDMENT TO THE ADDENDUM TO
COVENANTS CONDITIONS AND RESTRICTIONS**



AMENDED EXHIBIT B-14



BLACK ROCK REFERENCE: LOT 31
 PLAT OF BLACK ROCK: LOT 1, BLOCK 11
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 14,027 sf
 TONALITE COURT IS A 40.00' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-4, BLOCK 11 AND OPEN SPACE "TRACT H" OF THE PLAT OF BLACK ROCK.
 ACCESS DENIED TO CLUB HOUSE DRIVE.
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

----- BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

SCALE: 1"=40'

7/14/05



Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b31

DANIEL J. ENGLISH 12P I 2042782000
KOOTENAI CO. RECORDER Page 1 of 12
BBB Date 07/12/2006 Time 12:31:42
REC-REQ OF BLACK ROCK DEVELOPMENT
RECORDING FEE: 36.00
2042782000 SC

5



**SECOND AMENDMENT TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BLACK ROCK**

The undersigned, Black Rock Development, Inc., an Idaho corporation doing business under the laws of the state of Idaho, is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Black Rock Planned Unit Development, recorded in Kootenai County, Idaho, on July 31, 2001, as instrument number 1689309 and the First Amendment to the Covenants, Conditions and Restrictions recorded on May 20, 2004, as instrument number 1876953. The Black Rock Planned Unit Development ("Black Rock") is more particularly described on **Exhibit "A"**, attached hereto (hereinafter referred to as the "Property").

Pursuant to Section 16.2 and Section 26.2 of said Covenants, Conditions and Restrictions, Declarant hereby amends and adopts the following Second Amendment to the Covenants, Conditions and Restrictions for the Black Rock Planned Unit Development.

1. Section 2.35 currently reads as follows:

2.35 Lot. A parcel of land designated as a Lot on any Plat of the Property or any Expansion Property that the Declarant makes subject to this Declaration. The streets, roads, and Common Areas on any Plat shall not be considered to be separate Lots.

Section 2.35 is hereby amended to read as follows (changes shown in bold):

2.35 Lot. A parcel of land designated as a Lot on any Plat of the Property or any Expansion Property that the Declarant makes subject to this Declaration. **Each individual condominium unit on the Property or any Expansion Property that the Declarant makes subject to this Declaration is also considered a separate lot for purposes of this Declaration. Notwithstanding the foregoing,** ~~The~~ streets, roads, ~~and~~ Common Area **and platted condominium lots** shall not be considered separate lots.

2. Section 3.2 currently reads as follows:

3.2 Declaration of Lot Boundaries. The boundaries of each Lot are delineated on the Plat, and each Lot is identified by the number or address noted on the Plat.

Section 3.2 is hereby amended to read as follows (changes shown in bold):

3.2 Declaration of Lot Boundaries. The boundaries of each Lot are delineated on the Plat, **or in the case of a condominium unit, on the Condominium Plat. And** ~~e~~Each Lot is identified by the number or address noted on the Plat, **or in the case of a condominium unit, on the Condominium Plat.**

3. The following new section 3.4 is hereby added:

3.4 Condominium Plat. The Condominium Plat depicting the floor plans of the individual condominium units will be filed for the record in the office of the Recorder of Kootenai County, Idaho.

4. The following new section 13.1.1 is hereby added:

13.1.1 Association 's Responsibility for Exterior Maintenance of Designated Lots. Declarant may, from time to time and at Declarant's sole discretion, direct that the exterior maintenance of certain designated Lots be provided by the Association. All such Lots will be identified to the Association In writing by the Declarant specifying the scope of the maintenance services to be provided. Further, the Association's responsibility for such maintenance shall be set forth in the Purchase and Sale Agreement for each such Lot sale by Declarant. The scope of the maintenance services may differ from one group of Lots to another.

5. Section 14.1 currently reads as follows:

14.1 Covenant to Pay and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, is deemed to covenant to pay to the Association (1) the Annual Assessments imposed by the Board of Directors as necessary to fund the Maintenance Fund and to generally carry out the functions of the Association, including, without limitation, the payment of Common Expenses; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; (3) Utility Assessments for any utility services provided by the Association; (4) Default Assessments which may be assessed against a Lot pursuant to the Black Rock Documents for the Owner's failure to perform an obligation under the Black Rock Documents or because the Association has incurred an expense on behalf of or caused by the Owner under the Black Rock Documents; and (5) any other Assessments as the Board may impose from time to time. Each Owner of a Member Cabin or Member Cottage, by accepting a deed for such Lot, is further deemed to covenant to pay to the Association Cabin and Cottage Exterior Maintenance assessments. Each Owner of any Lot further covenants to pay all utility fees and charges levied by Black Rock Utilities.

Each such Assessment, together with fines, interest, costs and reasonable attorneys' (and legal assistants') fees, will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment becomes due, and two or more Owners of a Lot will be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessment by abandonment of his Lot or by waiver of the use or enjoyment of the Common Area. Suit to recover a money judgment for unpaid Assessments and related charges as listed

above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 14.1 is hereby amended to read as follows (changes shown in bold):

14.1 Covenant to Pay and Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, is deemed to covenant to pay to the Association (1) the Annual Assessments imposed by the Board of Directors as necessary to fund the Maintenance Fund and to generally carry out the functions of the Association, including, without limitation, the payment of Common Expenses; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; (3) Utility Assessments for any utility services provided by the Association; (4) Default Assessments which may be assessed against a Lot pursuant to the Black Rock Documents for the Owner's failure to perform an obligation under the Black Rock Documents or because the Association has incurred an expense on behalf of or caused by the Owner under the Black Rock Documents; and (5) any other Assessments as the Board may impose from time to time. Each Owner of a Lot, **by accepting a deed for such Lot, is further deemed to covenant to pay to the Association any Exterior Maintenance Assessments.** ~~Member Cabin or Member Cottage, by accepting a deed for such Lot, is further deemed to covenant to pay to the Association Cabin and Cottage Exterior Maintenance assessments.~~ Each Owner of a condominium unit, **by accepting a deed for such condominium unit is further deemed to covenant to pay to the Association Condominium Assessments.** Each Owner of any Lot further covenants to pay all utility fees and charges levied by Black Rock Utilities.

Each such Assessment, together with fines, interest, costs and reasonable attorneys' (and legal assistants') fees, will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment becomes due, and two or more Owners of a Lot will be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessment by abandonment of his Lot or by waiver of the use or enjoyment of the Common Area. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

6. Section 14.15 currently reads as follows:

14.15. Member Cabin and Member Cottage Maintenance Assessments.

14.15.1. Determination by Board. The Board shall levy an annual maintenance fee, assessed only against the Owners of Member Cabins and Member Cottages, which shall include the costs incurred by

the Association for exterior maintenance of the Member Cabins and Member Cottages.

14.15.2. Apportionment and Collection of Cabin Maintenance Assessments. The Board shall apportion the Member Cabin and Member Cottage Exterior Maintenance Assessments among the Owners of the Member Cabins and Member Cottages and shall collect payment in accordance with the provisions for collection of annual Assessments set forth in Section 14.3.2 herein.

14.15.3 Calculation and Notice. Notice of the amount and due dates for such Member Cabin and Member Cottage Maintenance Assessments shall be given in accordance with the provisions for calculation and notice of Annual Assessments set forth in Section 14.3.1 herein.

14.15.4. Date of Commencement of Member Cabin and Member Cottage Maintenance Assessments. The Member Cabin and Member Cottage Maintenance Assessments shall commence for each Member Cabin or Member Cottage on a prorated basis on the first of the month following Closing on the purchase of such Member Cabin or Member Cottage.

Section 14.15 is hereby amended to read as follows (changes shown in bold):

14.15. ~~Member Cabin and Member Cottage Exterior Maintenance Assessments.~~

14.15.1. Determination by Board. The Board shall levy an annual maintenance fee, assessed only against the Owners of **Member Cabins and Member Cottages-Lots designated by Declarant**, which shall include the costs incurred by the Association for exterior maintenance of **such Lotsthe Member Cabins and Member Cottages.**

14.15.2. Apportionment and Collection of Cabin Maintenance Assessments. The Board shall **determine the frequency of such Maintenance Assessments and the collection thereof and shall apportion all such Maintenance Assessments among the Lots receiving the maintenance services. As set forth in Section 13.1.1, the maintenance provided may differ from one group of Lots to another, and the assessments shall be apportioned among each group of Lots based on the scope of such maintenance services.** ~~apportion the Member Cabin and Member Cottage Exterior Maintenance Assessments among the Owners of the Member Cabins and Member Cottages and shall collect payment in accordance with the provisions for collection of Annual Assessments set forth in Section 14.3.2 herein.~~

14.15.3 Calculation and Notice. Notice of the amount and due dates for such ~~Member Cabin and Member Cottage~~ Maintenance Assessments shall be given **to Lot Owners at such times as may be**

determined by the Board from time to time, but not more frequently than monthly in accordance with the provisions for calculation and notice of Annual Assessments set forth in Section 14.3.1 herein.

14.15.4. Date of Commencement of ~~Member Cabin and Member Cottage~~ Maintenance Assessments. The ~~Member Cabin and Member Cottage~~ Maintenance Assessments shall commence for each applicable Lot ~~Member Cabin or Member Cottage~~ on a prorated basis on the first of the month following Closing on the purchase of such Lot ~~Member Cabin or Member Cottage~~.

7. The following Section 14.16 is hereby added:

14.16 Condominium Assessments.

14.16.1 Determination by Board. The Board shall levy an annual maintenance fee, assessed only to the Owners of condominium units ("Condominium Owners"), which shall include the costs incurred by the Association for maintenance, repair and replacement of the condominium common areas as designated on the applicable Condominium Plat (the "Condominium Assessments").

14.16.2 Apportionment and Collection of Condominium Assessments. The Board shall apportion the Condominium Assessments applicable to each Condominium Plat among the Condominium Owners within such Condominium Plat in accordance with the schedule of allocation set forth in the recorded Declaration of Condominium for such Condominium Plat. The Board shall collect payment of the Condominium Assessments in accordance with the provisions for collection of Annual Assessments set forth in Section 14.3.3 herein.

14.16.3 Calculation and Notice. Notice of the amount and due dates for such Condominium Assessments shall be given in accordance with the provisions for notice of Annual Assessments set forth in Section 14.3.1 herein. Calculation of the assessment applicable to each condominium unit shall be as set forth in Section 14.16.2 above.

14.16.4 Date of Commencement of Condominium Assessments. The Condominium Assessments shall commence for each condominium unit on a prorated basis on the first of the month following the commencement of condominium common area maintenance and repair services by the Association. Declarant will pay the Condominium Assessments for condominium units not sold at the time such Condominium Assessments become due and payable. Upon sale of such condominium unit to a Condominium Owner, a prorated Condominium Assessment for the year of sale, based on the number of months remaining in said year, shall be collected from Condominium Owner and shall be reimbursed to

Declarant to the extent Declarant has previously made payment thereof. Any amount not required to be reimbursed to Declarant shall be paid to the Association.

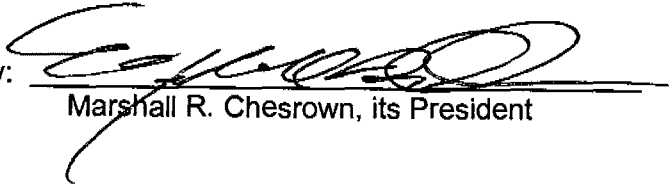
8. Sections 2.35, 3.2, 14.1 and 14.15 as amended herein shall, upon recording of this Second Amendment, supercede and replace such sections as previously written and recorded. New Section 13.1.1 shall be retroactively effective as of the date on which the first sale of a Condominium Unit closed. New Sections 3.4 and 14.16 shall be effective upon recording of this Second Amendment or as of the date on which the first sale of a Condominium Unit is closed, whichever occurs first. The remaining Covenants, Conditions and Restrictions shall remain in full force and effect except as hereby amended herein.

This Second Amendment has first been provided to all Owners of record on June 2006, in accordance with the provisions of Section 26.2.2 of the Covenants, Conditions and Restrictions. Declarant hereby certifies that less than 80% of such Owners have objected to this amendment.

Dated this 11 day of July, 2006.

DECLARANT

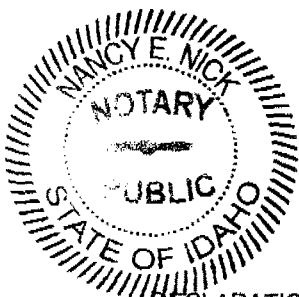
Black Rock Development, Inc.,
an Idaho corporation


By: 
Marshall R. Chesrown, its President

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss

On this 11 day of July, 2006 before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Marshall R. Chesrown, to me known to be the President, of Black Rock Development, Inc., an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

GIVEN under my hand and official seal this 11 day of July, 2006.




Print Name: Nancy E. Nick
NOTARY PUBLIC in and for the state of Idaho,
residing at Int. fac. Bldg.
My Appointment Expires: 10-31-2009

CONFORM
COPY

EXHIBIT A

Black Rock P.U.D.
(Main Parcel)

A parcel of land being portions of Sections 8, 9, 16 and 17, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at an iron rod monument marking the West Quarter, said Section 8, from which an aluminum cap monument marking the Southwest corner thereof bears S 03°15'27" W a distance of 2629.95 feet; thence, S 86°49'26" E along the North line of the Southwest Quarter, said Section 8, a distance of 331.34 feet to an iron pipe with a 2-1/2" brass cap stamped "BLACKROCK POB INC PLS 6602 2001", being a point on the southerly Right-of-Way line of Loffs Bay Road, and the True POINT-OF-BEGINNING for this description.

Thence, in an easterly direction, along said southerly Right-of-Way line, the following courses:

1. S 86°49'26" E a distance of 198.63 feet to the beginning of a curve concave southerly, having a radius of 2048.74 feet, the long chord of which bears S 84°42'59" E a distance of 150.67 feet;
2. Easterly along said curve, through a central angle of 4°12'53", a distance along the arc of 150.71 feet;
3. S 82°36'33" E a distance of 219.42 feet to the beginning of a curve concave northerly, having a radius of 2069.79 feet, the long chord of which bears S 85°42'53" E a distance of 224.26 feet;
4. Easterly along said curve, through a central angle of 6°12'40", a distance along the arc of 224.37 feet;
5. S 88°49'13" E a distance of 122.94 feet to the beginning of a curve concave southerly, having a radius of 3303.74 feet, the long chord of which bears S 87°25'01" E a distance of 161.80 feet;
6. Easterly along said curve, through a central angle of 2°48'23", a distance along the arc of 161.82 feet;
7. S 86°00'50" E a distance of 572.94 feet to the beginning of a curve concave southerly, having a radius of 517.08 feet, the long chord of which bears S 73°11'16" E a distance of 229.58 feet;
8. Easterly along said curve, through a central angle of 25°39'08", a distance along the arc of 231.50 feet;
9. S 60°21'42" E a distance of 119.87 feet to the beginning of a curve concave northerly, having a radius of 543.06 feet, the long chord of which bears S 72°38'05" E a distance of 230.88 feet;
10. Easterly along said curve, through a central angle of 24°32'46", a distance along the arc of 232.65 feet;

Exhibit "A"

CONFIRM
2022

11. S 84°54'28" E a distance of 101.79 feet to the beginning of a curve concave northerly, having a radius of 669.49 feet, the long chord of which bears N 80°34'21" E a distance of 335.70 feet;
 12. Easterly along said curve, through a central angle of 29°02'23", a distance along the arc of 339.32 feet to the beginning of a compound curve concave northwesterly, having a radius of 963.99 feet, the long chord of which bears N 57°03'24" E a distance of 301.47 feet;
 13. northeasterly along said curve, through a central angle of 17°59'31", a distance along the arc of 302.71 feet;
 14. N 48°03'38" E a distance of 209.94 feet to the beginning of a curve concave southeasterly, having a radius of 1850.37 feet, the long chord of which bears N 51°47'40" E a distance of 241.00 feet;
 15. northeasterly along said curve, through a central angle of 7°28'04", a distance along the arc of 241.17 feet;
 16. N 55°31'42" E a distance of 299.98 feet to the beginning of a curve concave southerly, having a radius of 245.53 feet, the long chord of which bears N 87°04'50" E a distance of 256.96 feet;
 17. Easterly along said curve, through a central angle of 63°06'15", a distance along the arc of 270.42 feet;
 18. S 61°22'03" E a distance of 209.46 feet to the beginning of a curve concave northerly, having a radius of 331.50 feet, the long chord of which bears S 86°05'41" E a distance of 277.33 feet;
 19. Easterly along said curve, through a central angle of 49°27'16", a distance along the arc of 286.13 feet to the beginning of a compound curve concave northwesterly, having a radius of 815.89 feet, the long chord of which bears N 55°52'19" E a distance of 375.56 feet;
 20. northeasterly along said curve, through a central angle of 26°36'45", a distance along the arc of 378.96 feet;
 21. N 42°33'56" E a distance of 725.95 feet to the beginning of a curve concave northwesterly, having a radius of 1730.84 feet, the long chord of which bears N 40°54'16" E a distance of 100.35 feet;
 22. northeasterly along said curve, through a central angle of 3°19'20", a distance along the arc of 100.36 feet to the intersection of said southerly Right-of-Way line with the East line of the Northeast Quarter, said section 8;
- thence, N 03°45'34" E along said Ease line a distance of 415.50 feet to the northwest corner of Government Lot 5, said Section 9;
- thence, N 89°21'52" E along the North line thereof a distance of 298.90 feet;

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thence, S 87°41'59" E, continuing along said line, a distance of 956.51 feet to the northeast corner thereof;

thence, S 02°05'41" W along the East line thereof a distance of 880.08 feet;

thence, S 84°22'57" E a distance of 1291.20 feet to a point on the East line of Government Lot 6, said Section 9;

thence, S 02°18'52" W along said East line a distance of 858.52 feet to the southwest corner thereof;

thence, S 03°26'57" W along the East line of the Southwest Quarter, said Section 9, a distance of 2619.39 feet to the South Quarter corner thereof;

thence, S 03°45'42" W along the East line of the Northwest Quarter, said Section 16, a distance of 957.91 feet to the intersection of said East line with the northerly Right-of-Way line of Rockford Bay Road.

Thence, southwesterly along said northerly Right-of-Way line, the following courses:

1. S 42°19'24" W a distance of 361.23 feet to the beginning of a curve concave northwesterly, having a radius of 1061.97 feet, the long chord of which bears S 47°13'12" W a distance of 181.30 feet;
2. southwesterly along said curve, through a central angle of 9°47'36", a distance along the arc of 181.52 feet;
3. S 52°07'00" W a distance of 117.96 feet to the beginning of a curve concave northwesterly, having a radius of 472.14 feet, the long chord of which bears S 61°57'30" W a distance of 161.40 feet;
4. southwesterly along said curve, through a central angle of 19°41'00", a distance along the arc of 162.20 feet;
5. S 71°48'00" W a distance of 127.88 feet to the beginning of a curve concave southeasterly, having a radius of 997.24 feet, the long chord of which bears S 65°26'05" W a distance of 221.13 feet;
6. southwesterly along said curve, through a central angle of 12°43'51", a distance along the arc of 221.58 feet;
7. S 59°04'09" W a distance of 107.76 feet to the beginning of a curve concave northwesterly, having a radius of 1186.70 feet, the long chord of which bears S 64°44'52" W a distance of 234.84 feet;

8. southwesterly along said curve, through a central angle of $11^{\circ}21'25''$, a distance along the arc of 235.22 feet;
9. S $70^{\circ}25'34''$ W a distance of 521.16 feet to the beginning of a curve concave northerly, having a radius of 2716.47 feet, the long chord of which bears S $75^{\circ}32'44''$ W a distance of 484.79 feet;
10. westerly along said curve, through a central angle of $10^{\circ}14'20''$, a distance along the arc of 485.44 feet to the beginning of a compound curve concave northerly, having a radius of 1075.71 feet, the long chord of which bears S $83^{\circ}17'43''$ W a distance of 98.73 feet;
11. southwesterly along said curve, through a central angle of $5^{\circ}15'38''$, a distance along the arc of 98.77 feet;
12. S $85^{\circ}55'32''$ W a distance of 372.25 feet to the intersection of said northerly Right-of-Way line with the West line of the Northwest Quarter, said section 16.
thence, N $03^{\circ}17'00''$ E along said West line a distance of 946.77 feet;
thence N $86^{\circ}45'21''$ W a distance of 658.85 feet;
thence, N $03^{\circ}15'14''$ E a distance of 1309.07 feet to the South line, said Section 8;
thence, N $86^{\circ}44'32''$ W along said line a distance of 1979.13 feet to the South Quarter corner, said section 8;
thence, N $86^{\circ}55'57''$ W along the South line of the Southwest Quarter said section 8 a distance of 1321.88 feet;
thence, N $03^{\circ}24'29''$ E a distance of 1308.70 feet;
thence, N $86^{\circ}56'26''$ W a distance of 991.92 feet;
thence, N $03^{\circ}14'13''$ E a distance of 1314.32 feet to the True POINT-OF-BEGINNING;
Said parcel containing approximately 656.9 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:
(Sales Office Parcel)

COMMENCING at the afore-mentioned South Quarter corner, said Section 9; thence, S $03^{\circ}46'32''$ W a distance of 1033.03 feet to an iron rod monument marking the intersection of the West line of Tax Parcel No. 3910 with the southerly Right-of-Way line of Rockford Bay Road, the True POINT-OF-BEGINNING for this description;
thence, along the perimeter of said Tax Parcel No. 3910, the following courses:

CONFORM
COPY

1. N 43°47'52" E along said Right-of-Way line a distance of 310.24 feet;
2. S 39°25'06" E, leaving said Right-of-Way line, a distance of 123.90 feet;
3. S 39°18'44" E a distance of 124.38 feet;
4. S 06°37'38" W a distance of 30.00 feet;
5. S 57°00'33" W a distance of 290.00 feet;
6. S 37°35'51" W a distance of 240.09 feet;
7. N 03°28'17" E along said West line of Tax Parcel No. 3910 a distance of 346.59 feet to the True POINT-OF-BEGINNING;

Said parcel containing approximately 2.2 acres, more or less.

Said described combined parcels contain 659.1 acres (gross), less 2.2 acres of Loffs Bay Road and Black Rock Road Rights-of-Way leaving a net area of 656.9 acres, more or less.

DANIEL J. ENGLISH 3P I 2093261000
KOOTENAI CO. RECORDER Page 1 of 3
AAA Date 04/10/2007 Time 14:59:44
REC-REG OF BLACK ROCK
RECORDING FEE: 9.00
2093261000 SC 6



Coeur d'Alene
BLACK ROCK

**SECOND AMENDMENT TO THE SEVENTH ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Second Amendment to the Seventh Addendum to the Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

The Declarant further caused to be recorded an Addendum, a Second Addendum, an Amendment to the Second Addendum, a Third Addendum, a Fourth Addendum an Amendment to Addendum, an Amendment to the Third Addendum, a Second Amendment to the Second Addendum, a Second Amendment to the Addendum, a Second Amendment to the Third Addendum, a Fifth Addendum, a First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, a Sixth Addendum, a Seventh Addendum and a Third Amendment to the Addendum, Fourth Amendment to the Addendum, First Amendment to the Sixth Addendum, First Amendment to the Seventh Addendum, Eighth Addendum, Fifth Amendment to Addendum, and Second Amendment to the Covenants Conditions and Restrictions of Black Rock Planned Unit Development, and recorded in the office of the Kootenai County Recorder on August 8th, November 13th and November 21st, of 2001 and March 12th, May 1st, May 15th, August 14th, August 27, October 3rd, December 10th of 2002, May 28, 2003, and May 20, 2004, June 4, 2004, June 4, 2004, July 16, 2004, October 8, 2004, October 8, 2004, October 8, 2004, January 5, 2005, July 15th, 2005, and July 12th, 2006 respectively as instrument numbers 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, 1747017, 1749192, 1755905, 1768918, 1803139, 1876953, 1880211, 1880212, 1888578, 1905749, 1905750, 1905751, 1922480, 1964748, and 2042782000 respectively.

The Declarant wishes to amend the Addendum to the Seventh Addendum to the CC&Rs as follows:

1. **Exhibit "278"** is hereby amended and replaced with **Amended Exhibits "278"**;

Attached hereto and incorporated herein by this reference is **Amended Exhibit "278"**.

NOW THEREFORE, this Second Amendment to the Seventh Addendum shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Second Amendment to the Seventh Addendum to the recorded CC&Rs and to the Addendum, a Second Addendum, an Amendment to the Second Addendum, a Third Addendum, a Fourth Addendum an Amendment to Addendum, an Amendment to the Third Addendum, a Second Amendment to the Second Addendum, a Second Amendment to the Addendum, a Second Amendment to the Third Addendum, a Fifth Addendum, a First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, a Sixth Addendum, a Seventh Addendum and a Third Amendment to the Addendum, Fourth Amendment to the Addendum, First Amendment to the Sixth Addendum, First Amendment to the Seventh Addendum, Eighth Addendum, Fifth Amendment to Addendum, and Second Amendment to the Covenants Conditions and Restrictions of Black Rock Planned Unit Development does not take the place of the CC&Rs and the Addendums and Amendments to the CC&Rs already recorded, and is simply an addition to the same.

DECLARANT

Black Rock Development, Inc.
an Idaho Corporation

By: _____

George W. Schillinger, Vice President

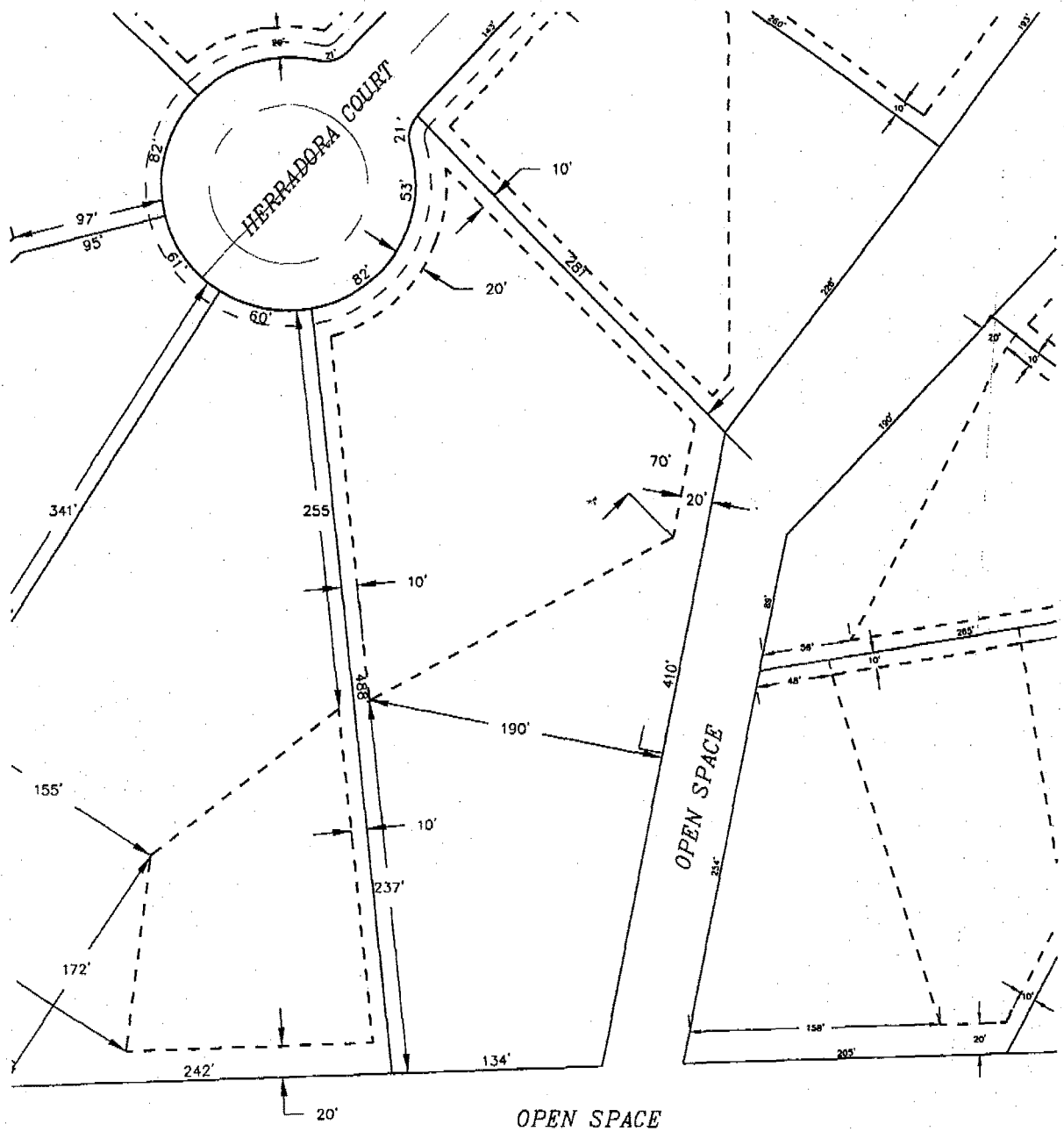
STATE OF IDAHO)
)ss.
County of Kootenai)

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this _____ day of April, 2007, personally appeared before me George W. Schillinger, who, being by me first duly sworn, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as Vice President of Black Rock Development, Inc., that he is authorized to sign on behalf of Black Rock Development, Inc, and that said company executed the same.



Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Idaho
Residing at: _____
My Commission Expires: 10-31-2009



AMENDED EXHIBIT

278



BLACK ROCK REFERENCE: LOT 331
 BLACK ROCK 6TH ADDITION: LOT 6, BLOCK 2
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 44,659 sf

--- BUILDING ENVELOPE
 - - - EASEMENT LINE
 - - - RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL RIGHTS-OF-WAY.



SCALE: 1"=100'

3/15/07

Z:/BLACK ROCK/PF02146/DWG/02146ENV6-331ADJ.dwg

DANIEL J. ENGLISH 3P I 2093262000
KOOTENAI CO. RECORDER Page 1 of 3
AAA Date 04/10/2007 Time 15:01:57
REC-REQ OF BLACK ROCK
RECORDING FEE: 9.00
2093262000 SC



Coeur d'Alene
BLACK ROCK

**FOURTH AMENDMENT TO THE THIRD ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Fourth Amendment to the Third Addendum to the Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30th, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

The Declarant further caused to be recorded an Addendum, a Second Addendum, an Amendment to the Second Addendum, a Third Addendum, a Fourth Addendum an Amendment to Addendum, an Amendment to the Third Addendum, a Second Amendment to the Second Addendum, a Second Amendment to the Addendum, a Second Amendment to the Third Addendum, a Fifth Addendum, a First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, a Sixth Addendum, a Seventh Addendum and a Third Amendment to the Addendum, Fourth Amendment to the Addendum, First Amendment to the Sixth Addendum, First Amendment to the Seventh Addendum, Eighth Addendum, Fifth Amendment to Addendum, Second Amendment, and Second Amendment to the Seventh Addendum to the Covenants Conditions and Restrictions of Black Rock Planned Unit Development, and recorded in the office of the Kootenai County Recorder on August 8th, November 13th, and November 21st, of 2001 and March 12th, May 1st, May 15th, August 14th, August 27, October 3rd, December 10th of 2002, May 28, 2003, and May 20, 2004, June 4, 2004, June 4, 2004, July 16, 2004, October 8, 2004, October 8, 2004, October 8, 2004, October 8, 2004, January 5, 2005, July 15th, 2005, July 12th, 2006, and ~~August 12, 2007~~ respectively as instrument numbers 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, 1747017, 1749192, 1755905, 1768918, 1803139, 1876953, 1880211, 1880212, 1888578, 1905749, 1905750, 1905751, 1922480, 1964748, 2042782000, and 2093261000 respectively.

The Declarant wishes to amend the Third Addendum to the CC&Rs as follows:

- 1. **Exhibit "B 157"** is hereby amended and replaced with **Amended Exhibit "B-157"**;

Attached hereto and incorporated herein by this reference is **Amended Exhibit "157"**.

NOW THEREFORE, this Fourth Amendment to the Third Addendum shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Fourth Amendment to the Third Addendum to the recorded CC&Rs and to the Addendum, a Second Addendum, an Amendment to the Second Addendum, a Third Addendum, a Fourth Addendum an Amendment to Addendum, an Amendment to the Third Addendum, a Second Amendment to the Second Addendum, a Second Amendment to the Addendum, a Second Amendment to the Third Addendum, a Fifth Addendum, a First Amendment to the Covenants, Conditions, and Restrictions of Black Rock, a Sixth Addendum, a Seventh Addendum and a Third Amendment to the Addendum, Fourth Amendment to the Addendum, First Amendment to the Sixth Addendum; First Amendment to the Seventh Addendum, Eighth Addendum, Fifth Amendment to Addendum, and Second Amendment, and Second Amendment to the Seventh Addendum to the Covenants Conditions and Restrictions of Black Rock Planned Unit Development does not take the place of the CC&Rs and the Addendums and Amendments to the CC&Rs already recorded, and is simply an addition to the same.

DECLARANT

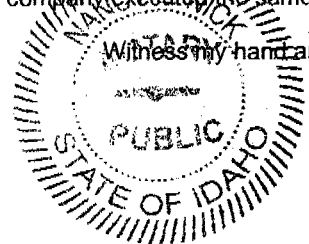
Black Rock Development, Inc.
an Idaho Corporation

By:

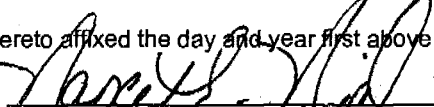

George W. Schillinger, Vice President

STATE OF IDAHO)
)ss.
County of Kootenai)

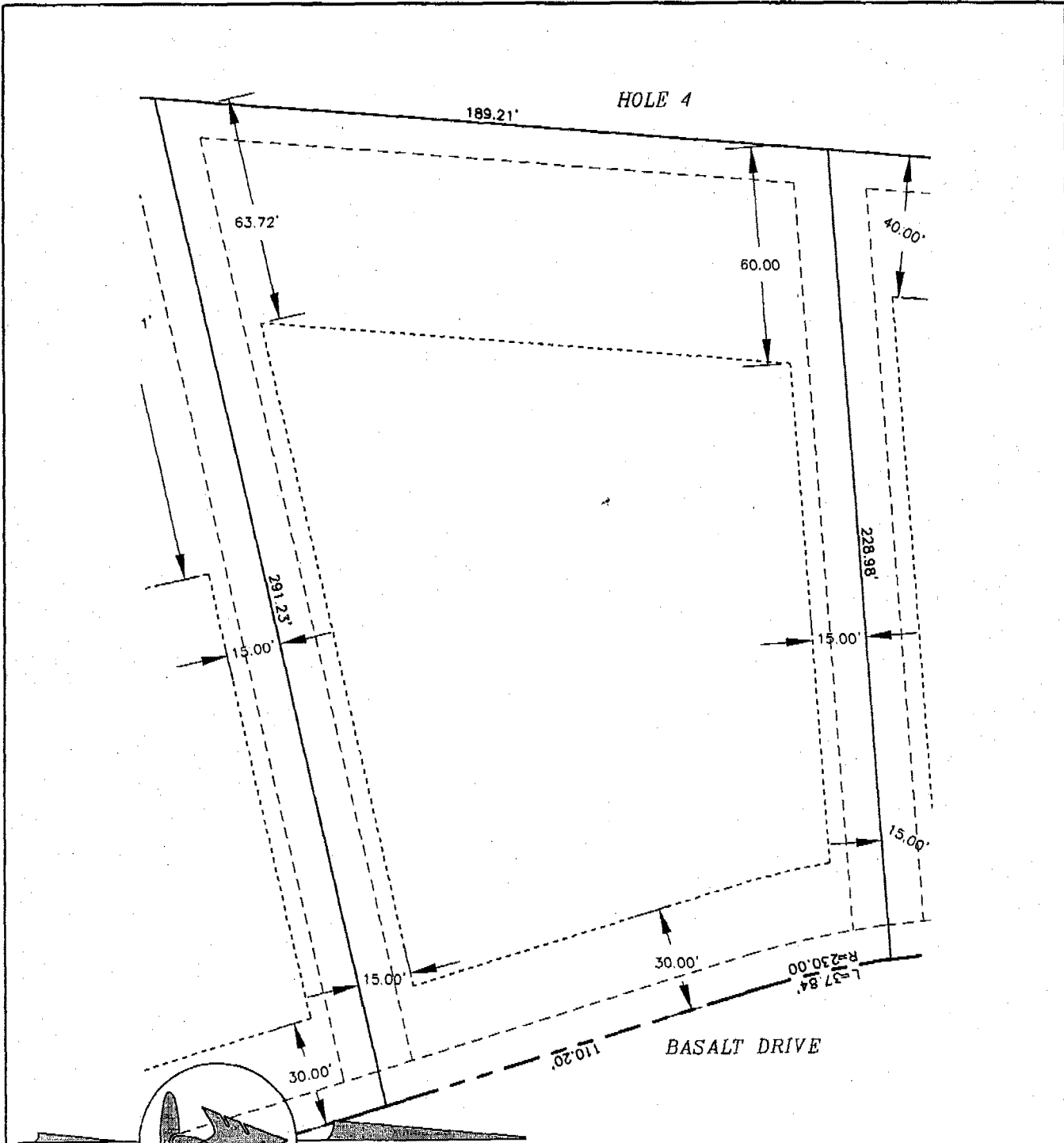
I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 9 day of April, 2007, personally appeared before me George W. Schillinger, who, being by me first duly sworn, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., that he is authorized to sign on behalf of Black Rock Development, Inc, and that said company executed the same.



Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Idaho
Residing at East Fork, ID
My Commission Expires: 10-31-2009



BLACK ROCK REFERENCE: LOT 193
 BLACK ROCK 2ND ADDITION: LOT 7, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 21,967 sf

- - - - - BUILDING ENVELOPE
 - - - - - EASEMENT LINE
 - - - - - RIGHT-OF-WAY

A TEN FOOT ORAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

AMENDED EXHIBIT
 "B-157"

SCALE: 1"=40'

3/15/07



Z:\DATABASE\BLACK ROCK\010117\OWG\2NO A00 193 lot adjusted

When Recorded Return To:
Kathryn R. McKinley
Wolkey McKinley, P.S.
528 E. Spokane Falls Blvd., #502
Spokane, WA 99202

ACCOMMODATION ONLY

LIMITED ASSIGNMENT OF DECLARANT RIGHTS (Black Rock, Kootenai County, Idaho)

This Limited Assignment of Declarant's Rights ("Assignment") is made as of the 24th day of January, 2008, by and between Black Rock Development, Inc., an Idaho corporation ("Assignor"), as Declarant under the Declaration of Covenants, Conditions and Restrictions for Black Rock and all addenda and amendments thereto (collectively referred to herein as the "Declaration") associated with that certain development located in Kootenai County, Idaho and known as Black Rock, and The Ridge at Black Rock Bay, Inc., an Idaho corporation ("Assignee").

Recitals

A. Assignor, as Declarant has the right to expand Black Rock through the annexation of additional real property owned by Assignor and subjecting the additional property to the Declaration.

B. Assignee is the owner of real property, known as The Estates at Black Rock Bay, located in Kootenai County, Idaho, legally described on Exhibit "A" attached hereto ("Estates at Black Rock Bay"). Estates at Black Rock Bay lies adjacent to Black Rock.

C. Assignee desires to subject Estates at Black Rock Bay to the Declaration by annexing the property into Black Rock, and Assignor agrees to such annexation.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Assignment

1. **Limited Assignment of Rights.** Assignor assigns to Assignee its rights and interest as the Declarant under the Declaration to Assignee for the limited purpose of annexing Estates at Black Rock Bay into Black Rock.

2. **Termination.** This Assignment shall terminate and be of no further force and effect upon the recording of the Declaration of Annexation of The Estates at Black Rock Bay to Black Rock.

3. **Exclusion of Obligations.** Assignor remains liable to perform all obligations arising of the Declarant under the Declaration and will indemnify Assignee against any liabilities, claims, damages, losses, costs or expenses, including attorneys' fees and court costs, relating to the performance of such obligations.

4. **Governing Law.** This Assignment shall be governed and construed in accordance with Idaho law with venue in Kootenai County.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same Assignment.


6. **Authority of Parties.** Each person executing this Assignment on behalf of a party represents and warrants that they have the full power and authority to execute this Assignment on behalf of that party, and that no further approval of any kind is necessary to bind the parties hereto.

7. **Successors and Assigns.** Each of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assignment on the date first written above.


Assignor:

Black Rock Development, Inc.


By: DAVID E. NILSEN
Its: Authorized Representative

Assignee:

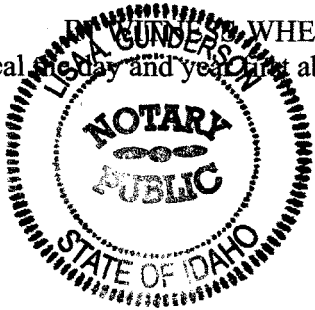
The Ridge at Black Rock Bay, Inc.


By: ROGER A. NELSEN
Its: VICE - PRESIDENT

STATE OF Idaho)
)ss
County of Kootenai)

On this 21st day of January, 2008, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Nancy Nick, known to me to be the Authorized Representative of Black Rock Development, Inc., an Idaho corporation, the corporation that executed the within instrument, and acknowledged to me that such entity executed the same.

WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

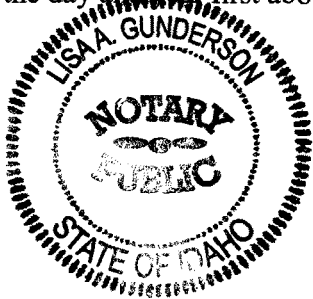


Lisa A. Gunderson
Notary Public for the State of Idaho
Residing at 1011 S. Wright Blvd.
My Commission expires 03/13/2012

STATE OF Idaho)
)ss
County of Kootenai)

On this 21st day of January, 2008, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Roger A. Nelson, known to me to be the vice President of The Ridge at Black Rock Bay, Inc., an Idaho corporation, the corporation that executed the within instrument, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Lisa A. Gunderson
Notary Public for the State of Idaho
Residing at 1011 S. Wright Blvd
My Commission expires 03/13/2012

Exhibit "A"

Legal Description of The Estates at Black Rock Bay

Real property located in Kootenai County, Idaho legally described as follows:

The West Half of Government Lot 1 and all of Government Lots 2 and 3, Section 9, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

DANIEL J. ENGLISH 7P I 2165881000
KOOTENAI CO. RECORDER Page 1 of 7
BBB Date 06/26/2008 Time 10:54:11
REC-REQ OF RICK MALSAM
RECORDING FEE: 22.00
2165881000 SC



**THIRD AMENDMENT TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BLACK ROCK**

The undersigned, Black Rock Development, Inc., an Idaho corporation doing business under the laws of the state of Idaho, is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Black Rock Planned Unit Development, recorded in Kootenai County, Idaho, on July 31, 2001, as instrument number 1689309 and the First Amendment to the Covenants, Conditions and Restrictions recorded on May 20, 2004, as instrument number 1876953. The Black Rock Planned Unit Development ("Black Rock") is more particularly described on **Exhibit "A"**, attached hereto (hereinafter referred to as the "Property").

Pursuant to Section 16.2 and Section 26.2 of said Covenants, Conditions and Restrictions, Declarant hereby amends and adopts the following Third Amendment to the Covenants, Conditions and Restrictions for the Black Rock Planned Unit Development.

1. Section 27 is hereby amended to add the following changes (shown in bold):

27.8 ADDITIONAL DISCLOSURES. Some or all of the Property encompassed by this Declaration may have been created formed in part as a result of what qualified professionals refer to as a prehistoric landslide. This condition of formation, to the best of the information made known to the Declarant through independent third-party professionals, does not impair or impede the buildability of the residential properties encumbered by this Declaration. However, due to circumstances which are believed to be extremely remote, there can be no guarantee or assurance of the same. All parties taking any interest in any Property encumbered hereby are advised of the foregoing and take title subject to the same. Any Owner taking title to any property encumbered by this Declaration, as a material term thereof, agrees to release and hold Declarant harmless from any claim or cause arising out of or related to circumstances encompassed by said condition.

Section 27 as amended herein shall, upon recording of this Third Amendment, supercede and replace such section as previously written and recorded. New additions to Section 27 shall be retroactively effective upon recording of this Third Amendment. The remaining Covenants, Conditions and Restrictions shall remain in full force and effect except as hereby amended herein.

This Third Amendment has first been provided to all Owners of record on May 16th, 2008, in accordance with the provisions of Section 26.2.2 of the Covenants, Conditions and Restrictions. Declarant hereby certifies that less than 80% of such Owners have objected to this amendment.

Dated this 25 day of June, 2008.

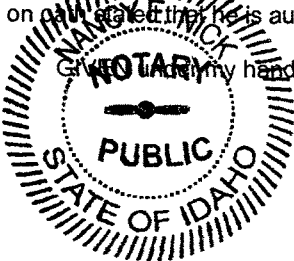
DECLARANT

Black Rock Development, Inc.,
an Idaho corporation

By: Roger A. Nelson
Roger A. Nelson, its President

STATE OF IDAHO)
)ss
COUNTY OF KOOTENAI)

On this 25 day of June, 2008 before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Roger A. Nelson, to me known to be the President, of Black Rock Development, Inc., an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.



Given my hand and official seal this 25 day of June, 2008.
[Signature]
NOTARY PUBLIC in and for the state of Idaho,
residing at West Falls Dr
My Appointment Expires: 10-31-2009

CONFIRM
COPY

EXHIBIT A

Black Rock P.U.D.
(Main Parcel)

A parcel of land being portions of Sections 8, 9, 16 and 17, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at an iron rod monument marking the West Quarter, said Section 8, from which an aluminum cap monument marking the Southwest corner thereof bears $S 03^{\circ}15'27'' W$ a distance of 2629.95 feet; thence, $S 86^{\circ}49'26'' E$ along the North line of the Southwest Quarter, said Section 8, a distance of 331.34 feet to an iron pipe with a 2-1/2" brass cap stamped "BLACKROCK POB INC PLS 6602 2001", being a point on the southerly Right-of-Way line of Loff's Bay Road, and the True POINT-OF-BEGINNING for this description.

Thence, in an easterly direction, along said southerly Right-of-Way line, the following courses:

1. $S 86^{\circ}49'26'' E$ a distance of 198.63 feet to the beginning of a curve concave southerly, having a radius of 2048.74 feet, the long chord of which bears $S 84^{\circ}42'59'' E$ a distance of 150.67 feet;
2. Easterly along said curve, through a central angle of $4^{\circ}12'53''$, a distance along the arc of 150.71 feet;
3. $S 82^{\circ}36'33'' E$ a distance of 219.42 feet to the beginning of a curve concave northerly, having a radius of 2069.79 feet, the long chord of which bears $S 85^{\circ}42'53'' E$ a distance of 224.26 feet;
4. Easterly along said curve, through a central angle of $6^{\circ}12'40''$, a distance along the arc of 224.37 feet;
5. $S 88^{\circ}49'13'' E$ a distance of 122.94 feet to the beginning of a curve concave southerly, having a radius of 3303.74 feet, the long chord of which bears $S 87^{\circ}25'01'' E$ a distance of 161.80 feet;
6. Easterly along said curve, through a central angle of $2^{\circ}48'23''$, a distance along the arc of 161.82 feet;
7. $S 86^{\circ}00'50'' E$ a distance of 572.94 feet to the beginning of a curve concave southerly, having a radius of 517.08 feet, the long chord of which bears $S 73^{\circ}11'16'' E$ a distance of 229.58 feet;
8. Easterly along said curve, through a central angle of $25^{\circ}39'08''$, a distance along the arc of 231.50 feet;
9. $S 60^{\circ}21'42'' E$ a distance of 119.87 feet to the beginning of a curve concave northerly, having a radius of 543.06 feet, the long chord of which bears $S 72^{\circ}38'05'' E$ a distance of 230.88 feet;
10. Easterly along said curve, through a central angle of $24^{\circ}32'46''$, a distance along the arc of 232.65 feet;

Exhibit "A"

COMMISSION
1987

11. S 84°54'28" E a distance of 101.79 feet to the beginning of a curve concave northerly, having a radius of 669.49 feet, the long chord of which bears N 80°34'21" E a distance of 335.70 feet;
12. Easterly along said curve, through a central angle of 29°02'23", a distance along the arc of 339.32 feet to the beginning of a compound curve concave northwesterly, having a radius of 963.99 feet, the long chord of which bears N 57°03'24" E a distance of 301.47 feet;
13. northeasterly along said curve, through a central angle of 17°59'31", a distance along the arc of 302.71 feet;
14. N 48°03'38" E a distance of 209.94 feet to the beginning of a curve concave southeasterly, having a radius of 1850.37 feet, the long chord of which bears N 51°47'40" E a distance of 241.00 feet;
15. northeasterly along said curve, through a central angle of 7°28'04", a distance along the arc of 241.17 feet;
16. N 55°31'42" E a distance of 299.98 feet to the beginning of a curve concave southerly, having a radius of 245.53 feet, the long chord of which bears N 87°04'50" E a distance of 256.96 feet;
17. Easterly along said curve, through a central angle of 63°06'15", a distance along the arc of 270.42 feet;
18. S 61°22'03" E a distance of 209.46 feet to the beginning of a curve concave northerly, having a radius of 331.50 feet, the long chord of which bears S 86°05'41" E a distance of 277.33 feet;
19. Easterly along said curve, through a central angle of 49°27'16", a distance along the arc of 286.13 feet to the beginning of a compound curve concave northwesterly, having a radius of 815.89 feet, the long chord of which bears N 55°52'19" E a distance of 375.56 feet;
20. northeasterly along said curve, through a central angle of 26°36'45", a distance along the arc of 378.96 feet;
21. N 42°33'56" E a distance of 725.95 feet to the beginning of a curve concave northwesterly, having a radius of 1730.84 feet, the long chord of which bears N 40°54'16" E a distance of 100.35 feet;
22. northeasterly along said curve, through a central angle of 3°19'20", a distance along the arc of 100.36 feet to the intersection of said southerly Right-of-Way line with the East line of the Northeast Quarter, said section 8;
thence, N 03°45'34" E along said Base line a distance of 415.50 feet to the northwest corner of Government Lot 5, said Section 9;
thence, N 89°21'52" E along the North line thereof a distance of 298.90 feet;

CALIFORNIA COUNTY

thence, S 87°41'59" E, continuing along said line, a distance of 956.51 feet to the northeast corner thereof;

thence, S 02°05'41" W along the East line thereof a distance of 880.08 feet;

thence, S 84°22'57" E a distance of 1291.20 feet to a point on the East line of Government Lot 6, said Section 9;

thence, S 02°18'52" W along said East line a distance of 858.52 feet to the southwest corner thereof;

thence, S 03°26'57" W along the East line of the Southwest Quarter, said Section 9, a distance of 2619.39 feet to the South Quarter corner thereof;

thence, S 03°45'42" W along the East line of the Northwest Quarter, said Section 16, a distance of 957.91 feet to the intersection of said East line with the northerly Right-of-Way line of Rockford Bay Road.

Thence, southwesterly along said northerly Right-of-Way line, the following courses:

1. S 42°19'24" W a distance of 361.23 feet to the beginning of a curve concave northwesterly, having a radius of 1061.97 feet, the long chord of which bears S 47°13'12" W a distance of 181.30 feet;
2. southwesterly along said curve, through a central angle of 9°47'36", a distance along the arc of 181.52 feet;
3. S 52°07'00" W a distance of 117.96 feet to the beginning of a curve concave northwesterly, having a radius of 472.14 feet, the long chord of which bears S 61°57'30" W a distance of 161.40 feet;
4. southwesterly along said curve, through a central angle of 19°41'00", a distance along the arc of 162.20 feet;
5. S 71°48'00" W a distance of 127.88 feet to the beginning of a curve concave southeasterly, having a radius of 997.24 feet, the long chord of which bears S 65°26'05" W a distance of 221.13 feet;
6. southwesterly along said curve, through a central angle of 12°43'51", a distance along the arc of 221.58 feet;
7. S 59°04'09" W a distance of 107.76 feet to the beginning of a curve concave northwesterly, having a radius of 1186.70 feet, the long chord of which bears S 64°44'52" W a distance of 234.84 feet;

8. southwesterly along said curve, through a central angle of $11^{\circ}21'25''$, a distance along the arc of 235.22 feet;
9. $S 70^{\circ}25'34'' W$ a distance of 521.16 feet to the beginning of a curve concave northerly, having a radius of 2716.47 feet, the long chord of which bears $S 75^{\circ}32'44'' W$ a distance of 484.79 feet;
10. westerly along said curve, through a central angle of $10^{\circ}14'20''$, a distance along the arc of 485.44 feet to the beginning of a compound curve concave northerly, having a radius of 1075.71 feet, the long chord of which bears $S 83^{\circ}17'43'' W$ a distance of 98.73 feet;
11. southwesterly along said curve, through a central angle of $5^{\circ}15'38''$, a distance along the arc of 98.77 feet;
12. $S 85^{\circ}55'32'' W$ a distance of 372.25 feet to the intersection of said northerly Right-of-Way line with the West line of the Northwest Quarter, said section 16.
 thence, $N 03^{\circ}17'00'' E$ along said West line a distance of 946.77 feet;
 thence $N 86^{\circ}45'21'' W$ a distance of 658.85 feet;
 thence, $N 03^{\circ}15'14'' E$ a distance of 1309.07 feet to the South line, said Section 8;
 thence, $N 86^{\circ}44'32'' W$ along said line a distance of 1979.13 feet to the South Quarter corner, said section 8;
 thence, $N 86^{\circ}55'57'' W$ along the South line of the Southwest Quarter said section 8 a distance of 1321.88 feet;
 thence, $N 03^{\circ}24'29'' E$ a distance of 1308.70 feet;
 thence, $N 86^{\circ}56'26'' W$ a distance of 991.92 feet;
 thence, $N 03^{\circ}14'13'' E$ a distance of 1314.32 feet to the True POINT-OF-BEGINNING;
- Said parcel containing approximately 656.9 acres, more or less.
- TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:**
 (Sales Office Parcel)
- COMMENCING** at the afore-mentioned South Quarter corner, said Section 9; thence, $S 03^{\circ}46'32'' W$ a distance of 1033.03 feet to an iron rod monument marking the intersection of the West line of Tax Parcel No. 3910 with the southerly Right-of-Way line of Rockford Bay Road, the True POINT-OF-BEGINNING for this description;
- thence, along the perimeter of said Tax Parcel No. 3910, the following courses:

CONFORM
COPY

1. N 43°47'52" E along said Right-of-Way line a distance of 310.24 feet;
2. S 39°25'06" E, leaving said Right-of-Way line, a distance of 123.90 feet;
3. S 39°18'44" E a distance of 124.38 feet;
4. S 06°37'38" W a distance of 30.00 feet;
5. S 57°00'33" W a distance of 290.00 feet;
6. S37°35'51" W a distance of 240.09 feet;
7. N 03°28'17" E along said West line of Tax Parcel No. 3910 a distance of 346.59 feet to the True POINT-OF-BEGINNING;

Said parcel containing approximately 2.2 acres, more or less.

Said described combined parcels contain 659.1 acres (gross), less 2.2 acres of Lotts Day Road and Black Rock Road Rights-of-Way leaving a net area of 656.9 acres, more or less.

When Recorded Return To:
Kathryn R. McKinley
Wolkey McKinley, P.S.
528 E. Spokane Falls Blvd., #502
Spokane, WA 99202

DECLARATION OF ANNEXATION
OF BLACK ROCK NORTH FINAL PLAT TO
BLACK ROCK

WHEREAS, a Declaration ("Declaration") of Covenants, Conditions and Restrictions for Black Rock ("Black Rock") was recorded under Instrument No. 1689309, records of the Kootenai County Recorder on July 31, 2001, and has been amended and supplemented from time to time thereafter; and

WHEREAS, Marshall R. Chesrown is the Successor Declarant for the purposes hereof pursuant to a Limited Assignment of Declarant's Rights executed by Declarant, Black Rock Development, Inc., an Idaho corporation, on June 17, 2009; and

WHEREAS, the Declaration provides for the annexation of additional property by Declarant or a successor declarant, by the recordation of a Declaration of Annexation; and

WHEREAS, Black Rock North Final Plat is physically located adjacent to Black Rock;

NOW, THEREFORE, in conformance with the provisions of the Declaration, the property legally described in Exhibit "A" and known as the Black Rock North Final Plat is hereby annexed to Black Rock subject to the Declaration.

In witness whereof, Successor Declarant has executed this Declaration of Annexation on this 17 day of JUNE, 2009.

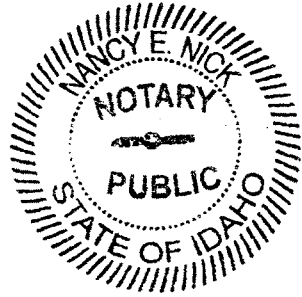
Successor Declarant:


Marshall R. Chesrown

STATE OF Idaho)
County of Kootenai)ss

I certify that I know or have satisfactory evidence that Marshall R. Chesrown is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Nancy E. Nick
Notary Public for the State of ID
Residing at San Francisco, CA
My Commission expires 10-31-2009

Exhibit "A"

Legal Description of Black Rock North Final Plat

Real property located in Kootenai County, Idaho legally described as follows:

A portion of the Southeast Quarter of Section 4, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of said Section 4, Township 48 North, Range 4 West, Boise Meridian, said point being a 1" iron pipe as shown by Inst. No. 1341198, records of Kootenai County, Idaho;

Thence North $76^{\circ}58'58''$ West along the South line of Section 4 a distance of 1106.63 feet;

Thence North $29^{\circ}07'51''$ East, a distance of 370.78 feet to a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North $71^{\circ}05'20''$ East, a distance of 402.07 feet to a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North $28^{\circ}40'09''$ East, a distance of 325.54 feet to a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North $14^{\circ}25'38''$ West, a distance of 225.75 feet to a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North $65^{\circ}00'05''$ East, a distance of 297.30 feet being on the East-West 1/16th line between the SC 1/16th corner on the S 1/16th corner of said Section 4, said point also being a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence South $78^{\circ}57'20''$ East along said East-West 1/16th line a distance of 46.31 feet to the South 1/16th corner of said Section 4;

Thence South $00^{\circ}25'56''$ West along the East line of said Section 4 a distance of 1324.52 feet to the Southeast corner of said Section 4 and the POINT OF BEGINNING.

Area being 17.739 acres more or less.

DANIEL J. ENGLISH 4P I 2222544000
KOOTENAI CO. RECORDER Page 1 of 4
AAA Date 07/16/2009 Time 14:20:27
REC-REQ OF BLACK ROCK
RECORDING FEE: 12.00
2222544000 SC



Coeur d'Alene
BLACK ROCK

*FIFTH AMENDMENT TO THE THIRD ADDENDUM TO
COVENANTS, CONDITIONS AND RESTRICTIONS*

**Fifth Amendment to the Third Addendum to the Covenants, Conditions and Restrictions of
Black Rock a Planned Unit Development**

The Declarant, Black Rock Development, Inc., caused to be recorded a Third Addendum to the Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development, dated February 6, 2002 and recorded in the office of the Kootenai County Recorder on March 12, 2002 as instrument number 1722879.

Said Addendum referenced attached Exhibits "B-117" through "B-172", Exhibits of individual Lot Building Setbacks.

The Declarant further recorded an Amendment, a Second Amendment, a Third Amendment, and a Fourth Amendment to the Third Addendum to the Covenants, Conditions and Restriction of Black Rock a Planned Unit Development recorded on August 14, 2002, December 10, 2002, February 19, 2004, and April 10, 2007, as instruments numbers, 1747017, 1768918, 1859226, and 2093262000 respectively.

The Declarant wishes to amend the Third Addendum to the CC&Rs as follows:

1. Exhibit "B-155" is hereby amended and replaced with Amended Exhibit "B-155";
2. Exhibit "Amended B-156" is hereby amended and replaced with Exhibit "Second Amended B-156".


Attached hereto and incorporated herein by this reference is Amended Exhibit "B-155" and Exhibit "Second Amended B-156".

NOW THEREFORE, this Fifth Amendment to the Third Addendum shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Fifth Amendment to the Third Addendum to the recorded CC&Rs and all other Amendments and Addenda to the Covenants Conditions and Restrictions of Black Rock Planned Unit Development does not take the place of the CC&Rs and the Amendments and Addendas to the CC&Rs already recorded, and is simply an addition to the same.

DECLARANT

Black Rock Development, Inc.
an Idaho Corporation

By:

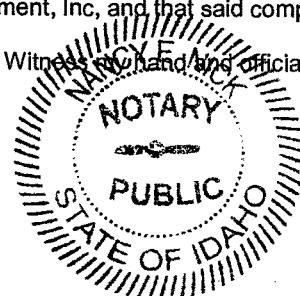


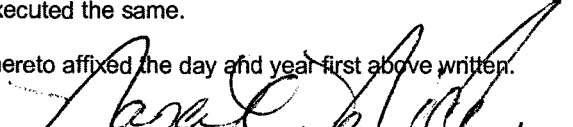
Marshall R. Chesrown, Chief Executive Officer

STATE OF IDAHO)
)ss.
County of Kootenai)

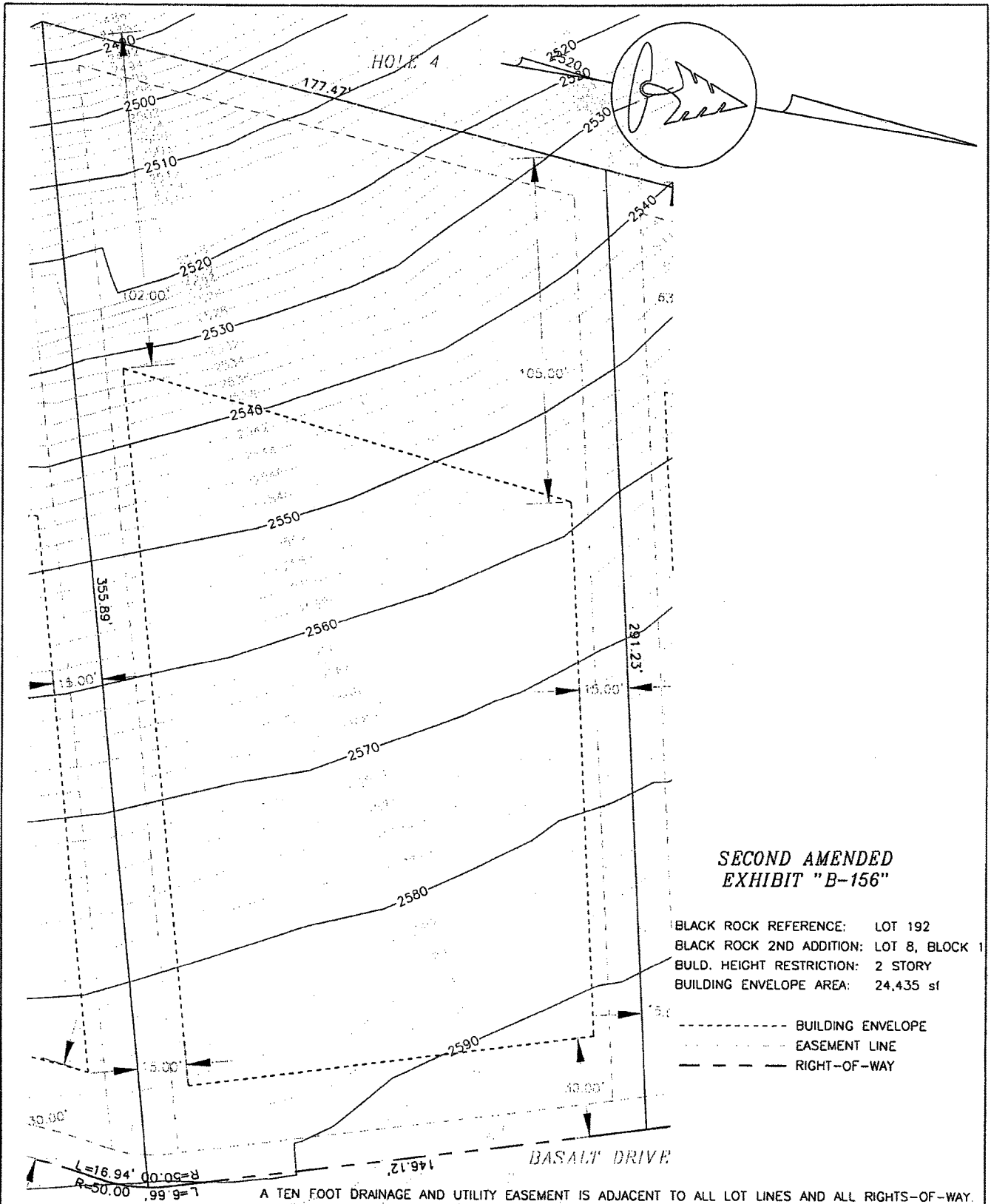
I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 16th day of July, 2009, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the Chief Executive Officer of Black Rock Development, Inc., that he signed the foregoing document as Chief Executive Officer of Black Rock Development, Inc., that he is authorized to sign on behalf of Black Rock Development, Inc, and that said company executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.





Notary Public in and for the State of Idaho
Residing at East Fork
My Commission Expires: 10-31-2009



**SECOND AMENDED
EXHIBIT "B-156"**

BLACK ROCK REFERENCE: LOT 192
 BLACK ROCK 2ND ADDITION: LOT 8, BLOCK 1
 BULD. HEIGHT RESTRICTION: 2 STORY
 BUILDING ENVELOPE AREA: 24,435 sf

- BUILDING ENVELOPE
- EASEMENT LINE
- .-.-.- RIGHT-OF-WAY

A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

7/15/09

Coeur d'Alene
BLACK ROCK

IN
CG

Inland Northwest Consultants
 ENGINEERS • SURVEYORS • PLANNERS
 620 Post Street, Post Falls, Idaho 83854
 (208) 773-8370 • FAX (208) 777-2128
 E-MAIL: inlandnw@midlink.com

Z:/DATABASE/BLACK ROCK/010117/DWG/2NDADD191-192LOTSADJ..

DANIEL J. ENGLISH 12P I 2238437000
KOOTENAI CO. RECORDER Page 1 of 12
BBB Date 10/28/2009 Time 15:28:09
REC-REQ OF BLACK ROCK
RECORDING FEE: 36.00
2238437000 XX

2



Coeur d'Alene
BLACK ROCK

UTILITIES RULES AND REGULATIONS

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**RULES AND REGULATIONS
OF
BLACK ROCK UTILITIES, INC.**

KNOW ALL PERSONS BY THIS NOTICE, that the Board of Directors of Black Rock Utilities, Inc. ("Utilities Board"), in accordance with the Declaration of Covenants, Conditions and Restrictions ("Declaration") for the Black Rock Planned Unit Development ("Black Rock") hereby adopts the following Rules and Regulations.

**ARTICLE I.
AUTHORIZATION AND IMPLEMENTATION**

Section 1.1 Authorization. These Rules and Regulations are adopted pursuant to the Declaration of the Black Rock Planned Unit Development. All requirements and terms of the Articles of Incorporation and Bylaws of the Black Rock Homeowner's Association, Inc. ("Association") and the Articles of Incorporation and Bylaws of Black Rock Utilities, Inc. ("Black Rock Utilities") are incorporated herein by reference.

Section 1.2 Implementation. The Utilities Board has established these Rules and Regulations to regulate sewer and water usage, maintenance, operation and repair of such systems, and to establish fees to cover the costs incurred to provide sewer and water service to the Lots in Black Rock. These Rules and Regulations are effective upon adoption by the Utilities Board and shall remain in effect until amended, modified or terminated as provided herein.

Section 1.3 Definitions. All capitalized terms not specifically defined herein shall have the meaning given to such terms in the Declaration.

**ARTICLE II.
WATER SYSTEM AND USE CONTROL**

Section 2.1 Potable Water. Potable water will be available for hook-up at a location stubbed to the property line of each Lot.

Section 2.2 Irrigation Water. Irrigation water will be available for hook-up at a location stubbed to the property line of each Lot.

Section 2.3 Limitation of Liability. The Association, Black Rock Utilities and the Utilities Board shall not be liable for any actual or consequential damages arising from, or related to the intentional or unintentional interruption of water services, regardless of the cause of the interruption. Each Owner and their successors and assigns agree to indemnify and hold harmless the Association, Black Rock Utilities, and the Utilities Board for any and all liability related in any fashion to interruption of service. Further, Owner and their successors and assigns agree that they shall never file or assist in the prosecution of any claim against the Association, Black Rock Utilities or the Utility Board, related in any fashion to the provision or lack of provision of water service.

Section 2.4 Unauthorized Hook-Up. Each Owner shall notify the Association prior to hooking onto water and sewer systems provided by Black Rock Utilities. It is the responsibility of Black Rock Utilities to provide hook-up to each Owner upon receipt of such notification in writing, subject to the terms and conditions of these Rules and Regulations. Any unauthorized hook-up will result in fines being levied by Black Rock Utilities and may result in prosecution. In the event of court action as a result of an unauthorized hook-up, then all costs and expenses, including actual attorneys' fees and legal assistants' fees incurred by Black Rock Utilities in connection with such action shall be paid by the violating Owner.

Section 2.5 Fees. Each Owner shall be responsible for payment of fees and usage charges as adopted by the Utilities Board. Such fees and usage charges are payable on a regular basis at such rates and at such times as may be established by the Utilities Board from time to time.

Section 2.6 Meters. Each Lot will have two separate water meters, one for potable water and one for irrigation water. The meters will ensure efficient and equitable operation of water systems and shall be National Sanitation Approved. The Owner shall be solely responsible for the cost of the meters and their installation, however, the meters shall be owned by Black Rock Utilities. The cost of replacement of any such water meter shall be the responsibility of the Owner. No meter shall be moved without the prior written consent of the Utilities Board. An Owner is liable for all damages relating to the unauthorized moving of a meter and/or meter tampering and such unauthorized movement or tampering of any sort shall be grounds for immediate and permanent termination of service without notice. Should a meter fail to register, billing for the water used during the period of failure shall be equal to the higher of (a) the same month of the preceding year, or (b) the average of the preceding two (2) months.

Section 2.7 Service Lines, Back Flow, Shut-Off, Pressure Reducer. Service lines and other associated facilities from the water meter to the point of water usage shall be constructed at the sole expense and risk of the Owner. Construction criteria for service lines, back flow preventer(s), shut-off valve(s), reducing valve(s), and other necessary equipment shall be provided by the Utilities Board pursuant to standards prepared by a certified engineer for Black Rock Utilities and must be followed. Service may be immediately terminated without notice until installation of service lines, back flow preventer(s), shut-off valve(s), and/or pressure reducing valve(s), and other necessary equipment meet the criteria established by the Utilities Board. Installation of such equipment shall be at the sole expense and risk of the Owner and each Owner shall indemnify and hold harmless Black Rock Utilities and the Association for any loss or damage related to such installation.

Section 2.8 Repairs. Black Rock Utilities, or its successors in interest, shall remedy defects in the system main lines (to the water meter), the pumps, and meters. Each Owner is responsible for repairs and maintenance of all service lines, valves, and equipment from the water meter to the point of ultimate usage.

Section 2.9 Leaks On Owner's Premises. Each Owner shall immediately repair all line breaks or leaks in service lines or residences to preclude water waste or damage to property. Failure to immediately repair such leaks may result in immediate termination of service without notice until such repairs are completed. Additionally, the

Utilities Board, in its sole and absolute discretion, has the right to have such leaks repaired at the sole expense and liability of the Owner, without prior notice to the Owner. Costs incurred by Black Rock Utilities for such repairs may be assessed as a Lien as set forth in the Declaration. Each Owner is responsible for any loss/damage caused to Black Rock Utilities, the Association or third parties by leaks on the Owner's Lot.

Section 2.10 Access To Property. Each Owner grants to Black Rock Utilities a perpetual easement on, over, under and across such Owner's property for the purpose of maintaining, expanding, or repairing the water systems. No compensation shall be paid for any use of this easement. Black Rock Utilities has the right to enter upon any Lot at any time for the purpose of monitoring, maintaining, constructing, repairing, or any other activity related to the water system, without prior notice to the Owner. Obstruction or denial of access to any portion of the Lot shall be grounds for the imposition of fines, immediate and permanent termination of service, or both, without notice, in the sole discretion of the Utilities Board.

Section 2.11 Use For Fire Fighting. Each Owner shall be responsible for the cost of all water used for fire fighting on the Owner's Lot and shall be responsible for any loss and/or damage caused to Black Rock Utilities, the Association or third parties by water used for fire fighting on the Owner's Lot.

Section 2.12 No Liability for Interruption Of Service. Neither Black Rock Utilities nor the Association nor the Utilities Board shall be liable for any actual or consequential damages arising from, or related to the intentional or unintentional interruption of water services, regardless of the cause of the interruption. Each Owner, and their successors and assigns, agree to indemnify and hold harmless Black Rock Utilities, the Association and the Utilities Board for any and all liability related in any fashion to interruption of service. Further an Owner, and their successors and assigns agree to never file, or assist in the prosecution of any claim against Black Rock Utilities, the Association, or the Utilities Board related in any fashion to the provision of or failure to provide water service.

Section 2.13 Termination/Restriction of Service; Reinstitution of Service. The Utilities Board has the right, without liability, to restrict service immediately without notice or terminate service immediately and permanently without notice for violation of these Rules and Regulations or the provisions of the Articles, Bylaws or Declaration, including but not limited to, the failure to pay fees or usage charges for metered water service. To reinstitute service Owner must be in compliance with all applicable provisions and must be current in the payment of all fees and usage charges. The Utilities Board may, in its sole discretion require a deposit in such amount as the Utilities Board may determine prior to reinstatement of service. Any decision made by the Utilities Board is conclusive, final and not subject to review or appeal. Neither Black Rock Utilities nor the Association, nor the Utilities Board shall be responsible for any liability or damage arising from the restriction or termination of service, and each Owner agrees to indemnify and hold harmless Black Rock Utilities, the Association and the Utilities Board for any and all liability relating to reinstatement or termination of service.

**ARTICLE III.
SEWER SYSTEM USE AND CONTROL**

Section 3.1 Sewer Service. The following requirements apply to all Lots. The type of sewer system provided to the Lots is a pressure effluent system. Black Rock Utilities will, at the sole cost of the Owner, install and maintain a septic tank and pressure effluent pump station and other associated equipment as provided herein. Sewer service will be provided by Black Rock Utilities.

Section 3.2 Sewer System Limitation of Liability. The Association, Black Rock Utilities and the Utilities Board shall not be liable for any actual or consequential damages arising from, or related to the intentional or unintentional interruption of water services, regardless of the cause of the interruption. Each Owner and their successors and assigns agree to indemnify and hold harmless the Association, Black Rock Utilities, and the Utility Board for any and all liability related in any fashion to interruption of service. Further, Owner and their successors and assigns agree that they shall never file or assist in the prosecution of any claim against the Association, Black Rock Utilities, or the Utility Board, related in any fashion to the provision or lack of provision of water service.

Section 3.3 Unauthorized Hook-Ups. Each Owner shall notify Black Rock Utilities when such Owner is ready to build a dwelling unit on the Owner's Lot. It is the responsibility of Black Rock Utilities to provide hook-up to each Lot upon receipt of such notification in writing. Such notice shall also provide the location selected for placement of the sewer facilities on the Lot. Upon receipt of such notice, Black Rock Utilities shall approve or reject the location determined by the Owner. If Black Rock Utilities rejects the location determined by the Owner, it shall provide the Owner written notice of the location for such facilities on the Lot that will be approved by Black Rock Utilities. Any unauthorized hook-up will result in fines being levied by Black Rock Utilities and may result in prosecution. In the event of court action as a result of an unauthorized hook-up, then all costs and expenses, including actual attorneys' fees and legal assistants' fees, incurred by Black Rock Utilities in connection with such action shall be paid by the violating Owner.

Section 3.4 Fees. Each Owner agrees to pay such fees and usage charges as shall be adopted by the Utilities Board from time to time. The fees and usage charges will be payable on a regular basis at rates and at times to be established by the Utilities Board. Fees and usage charges so assessed will be considered Utility Assessments and shall become a lien against Lots in accordance with the Declaration.

Section 3.5 Service Liens, Back Flow, Shut-Off, Pressure Reducer. Service lines and other associated facilities from the septic tank to point of sewer usage shall be constructed at the sole expense and risk of the Owner. Construction criteria for service lines, location, back flow preventer(s), shut-off valve(s), reduction valve(s), and other necessary equipment shall be provided by Black Rock Utilities and must be followed. Service may be immediately terminated without notice until installation of service lines, back flow preventer(s), shut-off valve(s), and/or pressure reducing valves(s), and other necessary equipment meet the criteria established by Black Rock Utilities. Installation of such equipment shall be at the sole expense and risk of the

Owner, and each Owner shall indemnify and hold harmless Black Rock Utilities, the Association and the Utilities Board for any loss or damage related to such installation.

Section 3.6 Septic Tanks, Pumps and Pumping Station. Septic tanks shall be installed on each Lot including all necessary pumps and pumping stations when appropriate. Black Rock Utilities will install such septic tanks, pumps and pumping stations in conformity with construction criteria, including size, location, and type of equipment, provided by the Utilities Board pursuant to standards prepared by a certified engineer for Black Rock Utilities. Service may be immediately terminated without notice until installation of septic tanks, pumps and pumping stations meet the criteria established by the Utilities Board. Installation of such equipment shall be at the sole expense and risk of the Owner, and each Owner shall indemnify and hold harmless Black Rock Utilities, the Association and the Utilities Board for any loss or damage related to such installation.

Section 3.7 Maintenance of Service Lines, Septic Tanks, Pumps and Pumping Station. It is the responsibility of the Owner to maintain the service lines, valves and equipment from the septic tank on such Owner's Lot to the point of ultimate usage in safe and efficient working order. Should the Owner fail to maintain such service lines, Black Rock Utilities may correct the deficiency, and the cost of such corrections will be considered a Utility Assessment and may be assessed as a lien against the Lot. Black Rock Utilities shall maintain the septic tanks, and any pumps and pumping stations and associated equipment on each Owner's Lot, provided, however, that the Owner of such Lot shall be responsible for the cost of such maintenance.

Section 3.8 Repairs. Black Rock Utilities, or its successors in interest, shall remedy defects in the system main lines, septic tanks and any pumps and pumping stations. Each Owner is responsible for repairs and maintenance of all service lines, valves, and equipment from the septic tank to the point of ultimate usage.

Section 3.9 Leaks on Owner's Premises. Owners shall immediately repair all line breaks or leaks in service lines or residences to preclude waste or damage to property. Failure to immediately repair such leaks may result in immediate termination of service without notice until such repairs are completed. Additionally, the Utilities Board, in its sole and absolute discretion, has the right to have such leaks repaired at the sole expense and liability of the Owner, without prior notice to the Owner. Costs incurred by Black Rock Utilities for such repairs shall constitute Utility Assessments and may be, at the sole discretion of the Utilities Board, assessed as a lien against the Lot as set forth in the Declaration. Each Owner is responsible for any loss/damage caused to Black Rock Utilities, the Association or third parties by leaks on the Owner's Lot.

Section 3.10 Access to Property. Each Owner grants a perpetual easement on, over, under and across their property to Black Rock Utilities for the purpose of installing, maintaining, expanding, and repairing the sewer system. No compensation shall be paid for any use of this easement. Black Rock Utilities has the right to enter any Approved Property at any time for the purpose of monitoring, maintaining, construction, repairing, or any other activity related to the sewer system, without prior notice to the Owner. Obstruction or denial of access to any portion of the Lot shall be grounds for the imposition of fines immediate and permanent termination of service, or both, without notice, in the sole discretion of the Utilities Board.

Section 3.11 No Liability for Interruption of Service. Neither Black Rock Utilities nor the Association nor the Utilities Board shall be liable for any actual or consequential damages arising from, or related to the intentional or unintentional interruption of sewer services, regardless of the cause of the interruption. Each Owner, and their successors and assigns agree to indemnify and hold harmless Black Rock Utilities, the Association and the Utilities Board for any and all liability related in any fashion to interruption of service. Further each Owner, and their successors and assigns agree to never file, or assist in the prosecution of any claim against Black Rock Utilities, the Association or the Utilities Board arising out of or related in any fashion to the provision of or failure to provide sewer service.

Section 3.12 Termination/Restriction of Service; Reinstitution of Service. The Utilities Board has the right, without liability, to restrict service immediately without notice or terminate service immediately and permanently without notice for violation of these Rules and Regulations or the provisions of the Articles, Bylaws or Declaration, including but not limited to, the failure to pay fees or usage charges for sewer service. To reinstitute service Owner must be in compliance with all applicable provisions and must be current in the payment of all fees and usage charges. The Utilities Board may, in its sole discretion require a deposit in such amount as the Utilities Board may determine prior to reinstatement of service. Any decision made by the Utilities Board is conclusive, final and not subject to review or appeal. Neither Black Rock Utilities, the Association, nor the Utilities Board shall be responsible for any liability or damage arising from the restriction or termination of service, and each Owner agrees to indemnify and hold harmless Black Rock Utilities, the Association and the Utilities Board for any and all liability relating to reinstatement or termination of service.

ARTICLE IV. AMENDMENTS

Section 4.1 Procedure for Amending Rules and Regulations. Amendment of these Rules and Regulations shall occur in accordance with the procedures as set forth herein.

4.1.1. Proposal of Amendment. The Utilities Board, the Board of Directors of the Association or any Member of the Association may make proposals for amendment of these Rules and Regulations. Any proposed amendment shall be delivered to a member of the Utilities Board along with a statement explaining the proposed amendment and setting for the rationale supporting such amendment.

4.1.2. Determination of Basis for Amendment. If the Utilities Board, in an open meeting, determines that there is a reasonable basis for the amendment of these Rules and Regulations as proposed, the Utilities Board shall cause a draft of the proposed rule or regulation to be completed. In so doing, the Utilities Board shall seek legal advice both as to the propriety and legality of the amendment and as to the language of the amendment.

4.1.3. Notice. A copy of the draft amendment shall be sent to the Association and to each Owner, in accordance with the notice provisions set forth in the Declaration, and shall be posted in a

conspicuous location on the property. The proposed amendment shall be accompanied by a notice setting forth the time and place of a hearing at which the Utilities Board will receive comment concerning the proposed amendment. The hearing date shall not be less than thirty (30) days from the date of the notice.

4.1.4 Procedures for Hearing. The members of the Board of Directors of the Association and all Owners wishing to comment on the proposed amendment shall be given an opportunity to do so at the hearing. The hearing panel shall consist of the Utilities Board members, in attendance at the hearing, and those Utilities Board members shall appoint a chairperson for the hearing. A lack of a quorum of Utilities Board members shall not invalidate the proceedings. The purpose of the hearing is not to vote on the issue, but rather only to obtain information and comment regarding the proposed amendment.

4.1.5. Action on Amendment. Following the hearing, and at a separate meeting of the Utilities Board, whether regular or special, the hearing panel shall summarize the information and comments received at the hearing and the Utilities Board shall fully discuss the amendment. After such discussion, the Utilities Board may accept, reject, amend or table the proposed regulation by majority vote. In the event the Utilities Board determines to amend or table the proposed amendment, further hearings may but need not be held in conformity with the hearing procedures set forth in this Article.

4.1.6. Adoption. Upon adoption of any amendment to these Rules and Regulations, the Utilities Board may make a determination of the effective date of the amendment and of reasonable and appropriate fines and/or penalties for violation of the amendment. Such determination shall be included with the amendment as adopted.

4.1.7. Publication of Amendment. Copies of any adopted amendment shall be forwarded to each Owner no later than twenty (20) days after such adoption. Black Rock Utilities shall compile and maintain these Rules and Regulations and all amendments thereto, and shall make the same available to the Association or any Owner within a reasonable time upon request made in writing to a member of the Utilities Board.

ARTICLE V. ADMINISTRATIVE PROVISIONS

Section 5.1 Recordation. These Rules and Regulations and any amendments thereto shall be timely recorded in the records of Kootenai County.

Section 5.2 Transferability. Black Rock Utilities reserves the right to sell or transfer, at its sole option, the water or sewer system, or both, to the Association, legally organized water district, public corporation or private individual or entity.

Section 5.3 No Waiver. No failure to enforce, delay or omission in the exercise of any right or remedy by Black Rock Utilities or the Utilities Board related to any violation or default by any Owner shall impair such right or remedy, or be construed as a waiver of such right or remedy. The receipt and acceptance by Black Rock Utilities of delinquent fees or payments shall constitute only a waiver of timely payment for the particular payment involved, and shall not constitute a waiver of any other default or delinquency.

Section 5.4 Construction. In case any one or more of the provisions contained in these Rules and Regulations shall, for any reason, be held to be invalid, illegal, unconscionable or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not effect any other provision hereof and these Rules and Regulations shall be construed as if such invalid, illegal, unconscionable or unenforceable provision had never been contained herein, and all other terms and provisions hereof will nevertheless remain effective and be enforced to the fullest extent permitted by law.

Section 5.5 Reservation of Other Remedies. In addition to the remedies set forth herein, Black Rock Utilities and the Association reserve the right to enforce any restrictions contained herein by any other appropriate action at their option.

Section 5.6 Resolution of Disputes.

5.6.1 Hearing. If any dispute or question arises between Members and the Utility Board, or between Members and Black Rock Utilities or the Association, or relating to the interpretation, performance or nonperformance, violation or enforcement of Black Rock Documents, including these Rules and Regulations, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws of the Association and Black Rock Utilities.

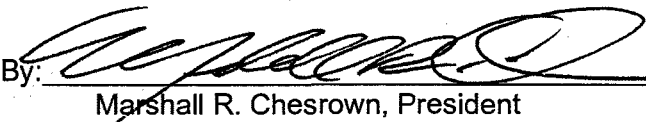
5.6.2 Arbitration. All claims, disputes and other matters in question arising out of, or relating to these Rules and Regulations, which are not resolved in accordance with 5.7.1, or the breach of any provision of these Rules and Regulations shall be decided by binding arbitration in accordance with the Idaho Uniform Arbitration Act. This agreement to arbitrate shall be specifically enforceable under Idaho law. The arbitration shall be held in Coeur d'Alene, Idaho, unless the parties agree otherwise. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matters in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Section 5.7 Selection of Arbitrators. Each party shall select one arbitrator within ten (10) days of the receipt of demand for arbitration. Within twenty (20) days after the receipt of a demand for arbitration, the two (2) selected arbitrators shall jointly select a third arbitrator to participate in the arbitration. If either party fails to select an arbitrator within the ten (10) day period, or if the two (2) selected arbitrators fails to agree on a third arbitrator, a party may make immediate application to the District Court for the First Judicial District of the State of Idaho located in Kootenai County for appointment of a second or third arbitrator, as the case may be.

Section 5.8 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of these Rules and Regulations, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of these Rules and Regulations or the restraint of violations of these Rules and Regulations, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees and legal assistants' fees as may be incurred, or if suit is brought, as may be determined by the court, including costs of appeal.

Dated this 30 day of July, 2001.

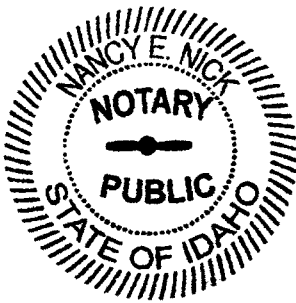
BLACK ROCK UTILITIES, INC.


By: 
 Marshall R. Chesrown, President


State of Idaho)
)ss
 County of Kootenai)

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 30th day of July, 2001, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Utilities, Inc., an Idaho non-profit corporation, that he signed the foregoing document as President of Black Rock Utilities, Inc., and that he is authorized to sign on behalf of Black Rock Utilities, Inc.

Witness my hand and official seal hereto affixed the day and year first above written.




 Notary Public in and for the State of Idaho
 Residing at: Boat Falls, ID
 My Commission Expires: 10-31-2003

DANIEL J. ENGLISH 4P I 2245573000
KOOTENAI CO. RECORDER Page 1 of 4
BBB Date 12/17/2009 Time 12:48:40
REC-REQ OF BLACK ROCK
RECORDING FEE: 12.00

2245573000 XX 9

FIRST AMENDMENT TO THE
RULES and REGULATIONS OF BLACK ROCK UTILITIES, INC.

The undersigned, Black Rock Homeowner's Association, Inc., an Idaho non-profit corporation doing business under the laws of the state of Idaho, ("Black Rock HOA"), is the sole member of Black Rock Utilities, Inc., an Idaho non-profit corporation. Black Rock Utilities, Inc., caused to be recorded the Rules and Regulations of Black Rock Utilities, Inc., recorded in the office of the Kootenai County Recorder on October 28, 2009, as instrument number 2238437000.

Pursuant to Article 11 of the Covenants, Conditions and Restrictions of the Black Rock HOA; and Article IV of the Rules and Regulations of Black Rock Utilities, Inc., the Black Rock HOA and the Board members of Black Rock Utilities, Inc., hereby amends and adopts the following first amendment to the Rules and Regulations of Black Rock Utilities, Inc.

Section 2.2 Irrigation Water currently reads as follows:

2.2 **Irrigation Water.** Irrigation water will be available for hook-up at a location stubbed to the property line of each Lot.

Section 2.2 is hereby amended as follows:

2.2 Irrigation Water. Irrigation water will be available for hook-up at a location stubbed to the property line of each Lot. **Each Owner shall install a drip irrigation system for shrubs. No irrigation shall be permitted between the hours of 10:00 a.m. and 6:00 p.m.**

Section 2.5 Fees currently reads as follows:

2.5 **Fees.** Each Owner shall be responsible for payment of fees and usage charges as adopted by the Utilities Board. Such fees and usage charges are payable on a regular basis at such rates and at such times as may be established by the Utilities Board from time to time.

Section 2.5 is hereby amended as follows:

2.5 **Fees. Each Owner shall be responsible for payment of fees and usage charges as adopted by the Utilities Board. Rates adopted by the Utilities Board will require that Owner pay a fee for all water delivered on an increasing block rate formula developed by the Utilities Board and designed to encourage water conservation. Fees and usage charges are payable on a regular basis at such rates and at such times as may be established by the Utilities Board from time to time.**

Section 2.6 Meters currently reads as follows:

2.6 **Meters.** Each Lot will have two separate water meters, one for potable water and one for irrigation water. The meters will ensure efficient and equitable operation of water systems and shall be National Sanitation Approved. The Owner shall be solely responsible for the cost of the meters and their installation, however, the meters shall be owned by Black Rock Utilities. The cost of replacement of any such water meter shall be the responsibility of the Owner. No meter shall be moved without the prior written consent of the Utilities Board. An Owner is liable for all damages relating to the unauthorized moving of a meter and/or meter tampering and such unauthorized movement or tampering of any sort shall be grounds for immediate and permanent termination of service without notice. Should a meter fail to register, billing for the water used during the period of failure shall be equal to the higher of (a) the same month of the preceding year, or (b) the average of the preceding two (2) months.

Section 2.6 Meters is hereby amended as follows:

2.6 **Meters.** Each Lot will have two separate water meters, one for potable water and one for irrigation water. The meters will ensure efficient and equitable operation of water systems and shall be National Sanitation Approved. The Owner shall be solely responsible for the cost of the meters and their installation, however, **the potable water meter and the irrigation water meter shall be owned by Black Rock Utilities.** The cost of replacement of any such water meter shall be the responsibility of the Owner. No meter shall be moved without the prior written consent of the Utilities Board. An Owner is liable for all damages relating to the unauthorized moving of a meter and/or meter tampering and such unauthorized movement or tampering of any sort shall be grounds for immediate and permanent termination of service without notice. Should a meter fail to register, billing for the water used during the period of failure shall be equal to the higher of (a) the same month of the preceding year, or (b) the average of the preceding two (2) months.

2.14. Shall be added to read as follows:

2.14. Irrigation Audits. The Utilities Board shall perform irrigation audits of existing customers from time to time at such intervals as it shall determine, but not more frequently than annually. The Utilities Board shall annually perform irrigation audits on all new construction completed in the preceding year. The audits will be designed to determine the presence of leaks or poor design resulting in the unnecessary use of water. The audits will also include an educational component to ensure that each customer understands the increasing block rate structure and is informed of opportunities to reduce water consumption.

Sections 2.2, 2.5, 2.6, and 2.14, as amended herein shall, upon recording of this First Amendment, supersede and replace such sections as previously written and recorded. New additions to Sections 2.2, 2.5, 2.6, and 2.14 shall be

retroactively effective upon recording of this First Amendment. The remaining Rules and Regulations shall remain in full force and effect except as hereby amended herein.

This First Amendment has first been provided to all Owners of record on October 22, 2009, in accordance with the provisions of Section 26.2.2 of the Covenants, Conditions and Restrictions. Declarant hereby certifies that less than 80% of such Owners have objected to this amendment.

Dated this 17 day of December, 2009

DECLARANT

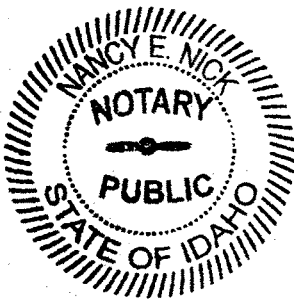
Black Rock Development, Inc.,
an Idaho corporation

By: [Signature]
Marshall R. Chesrown, its Chief Executive Officer

STATE OF IDAHO
COUNTY OF KOOTENAI } ss

On this 17 day of December, 2009 before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Marshall R. Chesrown, to me known to be the Chief Executive Officer, of Black Rock Development, Inc., an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

GIVEN under my hand and official seal this 17 day of December, 2009.



[Signature]
NOTARY PUBLIC in and for the state of Idaho,
residing at [Address]
My Appointment Expires: 10-31-2015

WHEN RECORDED MAIL TO:

WASHINGTON TRUST BANK
Corporate Banking (320)
P.O. Box 2127
Spokane, WA 99210-2127
6001-2695570

ASSIGNMENT OF DECLARANT RIGHTS

Black Rock Planned Unit Development

Kootenai County, Idaho

10th This Assignment of Declarant's Rights (the "Assignment") is made as of this day of August, 2010, by and between Black Rock Development, Inc., an Idaho corporation, whose current address is P.O. Box 3070, Coeur d'Alene, Idaho 83816, of the County of Kootenai, State of Idaho ("Assignor"), as Declarant under the Declaration of Covenants, Conditions and Restrictions for Black Rock Planned Unit Development, recorded on July 31, 2001, as Recording No. 1689309, records of Kootenai County, Idaho, and all addenda and amendments thereto recorded under Recording Nos. 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, 1747017, 1749192, 1752276, 1755905, 1768918, 1803139, 1859226, 1876953, 1880211, 1880212, 1888578, 1905749, 1905750, 1905751, 1922480, 1964748, 2042782000, 2093261000, 2093262000, 2141889000, 2165881000, 2222061000, and 2222544000 (collectively referred to herein as the "Declaration") associated with that certain development located in Kootenai County, Idaho, and known as Black Rock, and Washington Trust Bank, a corporation organized and existing under the laws of State of Washington and engaged in the business of banking, whose current address is Corporate Banking, 717 West Sprague Avenue, Spokane, Washington 99201, of the County of Spokane, State of Washington ("Assignee").

RECITALS

A. Assignor is the developer and/or partial owner of real property known as Black Rock, located in Kootenai County, Idaho, legally described on Exhibits "A," "B," and "C" attached hereto ("Black Rock").

B. Black Rock is subject to the terms and conditions contained in the Declaration.

C. Assignee desires to assign all of its rights as Declarant under the Declaration to Assignor, and Assignor agrees to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

ASSIGNMENT

1. Assignment of Rights. Assignor transfers and assigns to Assignee all its rights and interests as the Declarant under the Declaration. Assignee accepts all such rights and interests as the Declarant under the Declaration, and assumes all obligations of the Declarant thereunder.

2. Governing Law. This Assignment shall be governed and construed in accordance with Idaho law with venue in Kootenai County.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same Assignment.


4. Authority of Parties. Each person executing this Assignment on behalf of a party represents and warrants that they have the full power and authority to execute this Assignment on behalf of that party, and that no further approval of any kind is necessary to bind the parties hereto.

5. Successors and Assigns. Each of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assignment on the date first written above.


ASSIGNOR:

BLACK ROCK DEVELOPMENT, INC.

By: 
Its: president

ASSIGNEE:

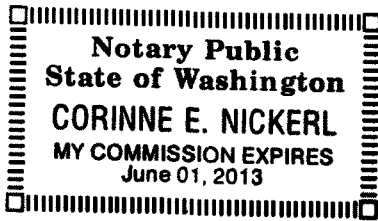
WASHINGTON TRUST BANK

By: 
Its: SVP

STATE OF Washington)
) SS
County of Spokane)

On this 10th day of August 2010 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Marshall R. Chesrown to me known to be the President, of Black Rock Development, Inc., an Idaho corporation, the corporation that executed the foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

GIVEN under my hand and official seal this 10th day of August 2010.

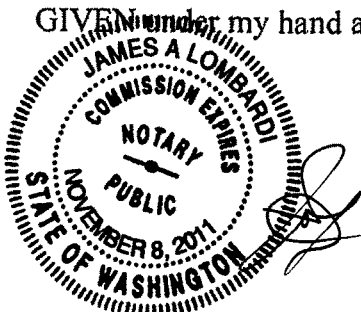


Corinne E. Nickler
Notary Public for the State of WA
Residing at Spokane, WA
My Commission expires 6/01/13

STATE OF WASHINGTON)
) SS
County of SPOKANE)

On this 10th day of August 2010 before me, the undersigned, a Notary Public in and for the State of WASHINGTON duly commissioned and sworn, personally appeared DEAN OBERST, to me known to be the SENIOR VICE PRESIDENT, of Washington Trust Bank, the corporation that executed the foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the trust, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the instrument.

GIVEN under my hand and official seal this 10th day of August 2010.



James A. Lombardi
Notary Public for the State of WASHINGTON
Residing at SPOKANE, SPOKANE COUNTY
My Commission expires 11-8-2011

EXHIBIT A

to

ASSIGNMENT OF DECLARANT RIGHTS

Black Rock P.U.D.
(Main Parcel)

A parcel of land being portions of Sections 8, 9, 16 and 17, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at an iron rod monument marking the West Quarter, said Section 8, from which an aluminum cap monument marking the Southwest corner thereof bears S 03°15'27" W a distance of 2629.95 feet; thence, S 86°49'26" E along the North line of the Southwest Quarter, said Section 8, a distance of 331.34 feet to an iron pipe with a 2-1/2" brass cap stamped "BLACKROCK POB INC PLS 6602 2001", being a point on the southerly Right-of-Way line of Lotts Bay Road, and the True POINT-OF-BEGINNING for this description.

Thence, in an easterly direction, along said southerly Right-of-Way line, the following courses:

1. S 86°49'26" E a distance of 198.63 feet to the beginning of a curve concave southerly, having a radius of 2048.74 feet, the long chord of which bears S 84°42'59" E a distance of 150.67 feet;
2. Easterly along said curve, through a central angle of 4°12'53", a distance along the arc of 150.71 feet;
3. S 82°36'33" E a distance of 219.42 feet to the beginning of a curve concave northerly, having a radius of 2069.79 feet, the long chord of which bears S 85°42'53" E a distance of 224.26 feet;
4. Easterly along said curve, through a central angle of 6°12'40", a distance along the arc of 224.37 feet;
5. S 88°49'13" E a distance of 122.94 feet to the beginning of a curve concave southerly, having a radius of 3303.74 feet, the long chord of which bears S 87°25'01" E a distance of 161.80 feet;
6. Easterly along said curve, through a central angle of 2°48'23", a distance along the arc of 161.82 feet;
7. S 86°00'50" E a distance of 572.94 feet to the beginning of a curve concave southerly, having a radius of 517.08 feet, the long chord of which bears S 73°11'16" E a distance of 229.58 feet;
8. Easterly along said curve, through a central angle of 25°39'08", a distance along the arc of 231.50 feet;
9. S 60°21'42" E a distance of 119.87 feet to the beginning of a curve concave northerly, having a radius of 543.06 feet, the long chord of which bears S 72°38'05" E a distance of 230.88 feet;
10. Easterly along said curve, through a central angle of 24°32'46", a distance along the arc of 232.65 feet;

11. S 84°54'28" E a distance of 101.79 feet to the beginning of a curve concave northerly, having a radius of 669.49 feet, the long chord of which bears N 80°34'21" E a distance of 335.70 feet;
 12. Easterly along said curve, through a central angle of 29°02'23", a distance along the arc of 339.32 feet to the beginning of a compound curve concave northwesterly, having a radius of 963.99 feet, the long chord of which bears N 57°03'24" E a distance of 301.47 feet;
 13. northeasterly along said curve, through a central angle of 17°59'31", a distance along the arc of 302.71 feet;
 14. N 48°03'38" E a distance of 209.94 feet to the beginning of a curve concave southeasterly, having a radius of 1850.37 feet, the long chord of which bears N 51°47'40" E a distance of 241.00 feet;
 15. northeasterly along said curve, through a central angle of 7°28'04", a distance along the arc of 241.17 feet;
 16. N 55°31'42" E a distance of 299.98 feet to the beginning of a curve concave southerly, having a radius of 245.53 feet, the long chord of which bears N 87°04'50" E a distance of 256.96 feet;
 17. Easterly along said curve, through a central angle of 63°06'15", a distance along the arc of 270.42 feet;
 18. S 61°22'03" E a distance of 209.46 feet to the beginning of a curve concave northerly, having a radius of 331.50 feet, the long chord of which bears S 86°05'41" E a distance of 277.33 feet;
 19. Easterly along said curve, through a central angle of 49°27'16", a distance along the arc of 286.13 feet to the beginning of a compound curve concave northwesterly, having a radius of 815.89 feet, the long chord of which bears N 55°52'19" E a distance of 375.56 feet;
 20. northeasterly along said curve, through a central angle of 26°36'45", a distance along the arc of 378.96 feet;
 21. N 42°33'56" E a distance of 725.95 feet to the beginning of a curve concave northwesterly, having a radius of 1730.84 feet, the long chord of which bears N 40°54'16" E a distance of 100.35 feet;
 22. northeasterly along said curve, through a central angle of 3°19'20", a distance along the arc of 100.36 feet to the intersection of said southerly Right-of-Way line with the East line of the Northeast Quarter, said section 8;
- thence, N 03°45'34" E along said Ease line a distance of 415.50 feet to the northwest corner of Government Lot 5, said Section 9;
- thence, N 89°21'52" E along the North line thereof a distance of 298.90 feet;

thence, S 87°41'59" E, continuing along said line, a distance of 956.51 feet to the northeast corner thereof;

thence, S 02°05'41" W along the East line thereof a distance of 880.08 feet;

thence, S 84°22'57" E a distance of 1291.20 feet to a point on the East line of Government Lot 6, said Section 9;

thence, S 02°18'52" W along said East line a distance of 858.52 feet to the southwest corner thereof;

thence, S 03°26'57" W along the East line of the Southwest Quarter, said Section 9, a distance of 2619.39 feet to the South Quarter corner thereof;

thence, S 03°45'42" W along the East line of the Northwest Quarter, said Section 16, a distance of 957.91 feet to the intersection of said East line with the northerly Right-of-Way line of Rockford Bay Road.

Thence, southwesterly along said northerly Right-of-Way line, the following courses:

1. S 42°19'24" W a distance of 361.23 feet to the beginning of a curve concave northwesterly, having a radius of 1061.97 feet, the long chord of which bears S 47°13'12" W a distance of 181.30 feet;
2. southwesterly along said curve, through a central angle of 9°47'36", a distance along the arc of 181.52 feet;
3. S 52°07'00" W a distance of 117.96 feet to the beginning of a curve concave northwesterly, having a radius of 472.14 feet, the long chord of which bears S 61°57'30" W a distance of 161.40 feet;
4. southwesterly along said curve, through a central angle of 19°41'00", a distance along the arc of 162.20 feet;
5. S 71°48'00" W a distance of 127.88 feet to the beginning of a curve concave southeasterly, having a radius of 997.24 feet, the long chord of which bears S 65°26'05" W a distance of 221.13 feet;
6. southwesterly along said curve, through a central angle of 12°43'51", a distance along the arc of 221.58 feet;
7. S 59°04'09" W a distance of 107.76 feet to the beginning of a curve concave northwesterly, having a radius of 1186.70 feet, the long chord of which bears S 64°44'52" W a distance of 234.84 feet;

8. southwesterly along said curve, through a central angle of $11^{\circ}21'25''$, a distance along the arc of 235.22 feet;

9. $S 70^{\circ}25'34'' W$ a distance of 521.16 feet to the beginning of a curve concave northerly, having a radius of 2716.47 feet, the long chord of which bears $S 75^{\circ}32'44'' W$ a distance of 484.79 feet;

10. westerly along said curve, through a central angle of $10^{\circ}14'20''$, a distance along the arc of 485.44 feet to the beginning of a compound curve concave northerly, having a radius of 1075.71 feet, the long chord of which bears $S 83^{\circ}17'43'' W$ a distance of 98.73 feet;

11. southwesterly along said curve, through a central angle of $5^{\circ}15'38''$, a distance along the arc of 98.77 feet;

12. $S 85^{\circ}55'32'' W$ a distance of 372.25 feet to the intersection of said northerly Right-of-Way line with the West line of the Northwest Quarter, said section 16.

thence, $N 03^{\circ}17'00'' E$ along said West line a distance of 946.77 feet;

thence $N 86^{\circ}45'21'' W$ a distance of 658.85 feet;

thence, $N 03^{\circ}15'14'' E$ a distance of 1309.07 feet to the South line, said Section 8;

thence, $N 86^{\circ}44'32'' W$ along said line a distance of 1979.13 feet to the South Quarter corner, said section 8;

thence, $N 86^{\circ}55'57'' W$ along the South line of the Southwest Quarter said section 8 a distance of 1321.88 feet;

thence, $N 03^{\circ}24'29'' E$ a distance of 1308.70 feet;

thence, $N 86^{\circ}56'26'' W$ a distance of 991.92 feet;

thence, $N 03^{\circ}14'13'' E$ a distance of 1314.32 feet to the True POINT-OF-BEGINNING;

Said parcel containing approximately 656.9 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:
(Sales Office Parcel)

COMMENCING at the afore-mentioned South Quarter corner, said Section 9; thence, $S 03^{\circ}46'32'' W$ a distance of 1033.03 feet to an iron rod monument marking the intersection of the West line of Tax Parcel No. 3910 with the southerly Right-of-Way line of Rockford Bay Road, the True POINT-OF-BEGINNING for this description;

thence, along the perimeter of said Tax Parcel No. 3910, the following courses:

1. N 43°47'52" E along said Right-of-Way line a distance of 310.24 feet;
2. S 39°25'06" E, leaving said Right-of-Way line, a distance of 123.90 feet;
3. S 39°18'44" E a distance of 124.38 feet;
4. S 06°37'38" W a distance of 30.00 feet;
5. S 57°00'33" W a distance of 290.00 feet;
6. S37°35'51" W a distance of 240.09 feet;
7. N 03°28'17" E along said West line of Tax Parcel No. 3910 a distance of 346.59 feet to the True POINT-OF-BEGINNING;

Said parcel containing approximately 2.2 acres, more or less.

Said described combined parcels contain 659.1 acres (gross), less 2.2 acres of Lotts Day Road and Black Rock Road Rights-of-Way leaving a net area of 656.9 acres, more or less.

EXHIBIT B

to

ASSIGNMENT OF DECLARANT RIGHTS

Legal Description of Black Rock North Final Plat

Real property located in Kootenai County, Idaho legally described as follows:

A portion of the Southeast Quarter of Section 4, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of said Section 4, Township 48 North, Range 4 West, Boise Meridian, said point being a 1" iron pipe as shown by Inst. No. 1341198, records of Kootenai County, Idaho;

Thence North 76°58'58" West along the South line of Section 4 a distance of 1106.63 feet;

Thence North 29°07'51" East, a distance of 370.78 feet to a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North 71°05'20" East, a distance of 402.07 feet to a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North 28°40'09" East, a distance of 325.54 feet to a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North 14°25'38" West, a distance of 225.75 feet to a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North 65°00'05" East, a distance of 297.30 feet being on the East-West 1/16th line between the SC 1/16th corner on the S 1/16th corner of said Section 4, said point also being a 5/8" rebar with a orange plastic cap, stamped P.L.S 4346;

Thence South 78°57'20" East along said East-West 1/16th line a distance of 46.31 feet to the South 1/16th corner of said Section 4;

Thence South 00°25'56" West along the East line of said Section 4 a distance of 1324.52 feet to the Southeast corner of said Section 4 and the POINT OF BEGINNING.

Area being 17.739 acres more or less.

EXHIBIT C

to

ASSIGNMENT OF DECLARANT RIGHTS

Legal Description of The Estates at Black Rock Bay Property

Real property located in Kootenai County, Idaho legally described as follows:

**The West Half of Government Lot 1 and all of Government Lots 2 and 3, Section 9,
Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.**

74943 KM

WHEN RECORDED MAIL TO:

JOHN MAGNUSON
P.O. Box 2350
Coeur d'Alene, ID 83816

ASSIGNMENT OF DECLARANT RIGHTS

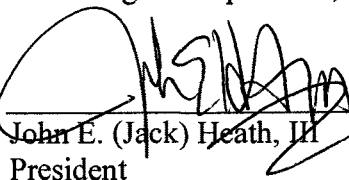
For value received, WEST SPRAGUE AVENUE HOLDINGS, LLC, a Washington limited liability company, by WASHINGTON TRUST BANK, its sole member, by John E. (Jack) Heath, III, President, as Grantor, whose address is 717 West Sprague Avenue, Spokane, Washington 99201, of the County of Spokane, State of Washington ("Assignor"), hereby grants, assigns, and transfers to THE GOLF CLUB AT BLACK ROCK, LLC, an Idaho limited liability company, whose current address is 18168 South Kimberlite Drive, Coeur d'Alene, Idaho 83814, of the County of Kootenai, State of Idaho ("Assignee"), without recourse, representation, or warranty of any kind, all of its right, title, and interest in and to the Assignment of Declarant Rights dated August 10, 2010, recorded on August 11, 2010, as Recording No. 2277226000, records of Kootenai County, Idaho, executed by Black Rock Development, Inc., as assignor, and Washington Trust Bank, as assignee, and assigned to Assignor by Washington Trust Bank pursuant to the Assignment of Deed in Lieu of Foreclosure Document dated August 23, 2010, and recorded in the records of Kootenai County, Idaho, as Instrument No. 2278843000, on August 24, 2010.

DATED: October 29, 2010.

WEST SPRAGUE AVENUE HOLDINGS,
LLC, a Washington limited liability company

BY: WASHINGTON TRUST BANK, a
Washington corporation, its sole member

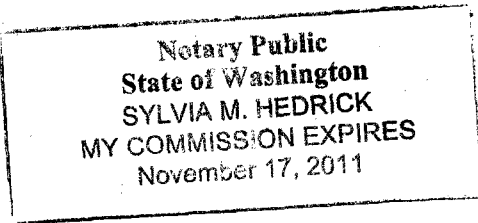
By


John E. (Jack) Heath, III
President


STATE OF WASHINGTON)
 : ss
County of Spokane)

On this 29th day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. (Jack) Heath, III, identified to me to be the President of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be the sole member of West Sprague Avenue Holdings, LLC, that executed the within instrument, and acknowledged to me that such corporation executed the same as such sole member and that such Limited Liability Company executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year first above written.



(Seal or Stamp)


Notary Public (Signature)
Sylvia M. Hedrick
(Print Name)

My appointment expires: 11/17/2011
Residing at: Spokane

CONDITIONAL ASSIGNMENT OF DECLARANT RIGHTS
Black Rock Planned Unit Development
Kootenai County, Idaho

5th This Conditional Assignment of Declarant Rights (the "Assignment") is made as of this day of ~~October~~ ^{November}, 2010, by and between Black Rock Development, Inc., an Idaho corporation, whose current address is P.O. Box 3070, Coeur d'Alene, Idaho 83816, of the County of Kootenai, State of Idaho ("Assignor"), as Declarant under the Declaration of Covenants, Conditions and Restrictions for Black Rock Planned Unit Development, recorded on July 31, 2001, as Recording No. 1689309, records of Kootenai County, Idaho, and all addenda and amendments thereto recorded under Recording Nos. 1690505, 1704857, 1706231, 1722879, 1731135, 1733028, 1747017, 1749192, 1752276, 1755905, 1768918, 1803139, 1859226, 1876953, 1880211, 1880212, 1888578, 1905749, 1905750, 1905751, 1922480, 1964748, 2042782000, 2093261000, 2093262000, 2141889000, 2165881000, 2222061000, and 2222544000 (collectively referred to herein as the "Declaration") associated with that certain development located in Kootenai County, Idaho, and known as Black Rock, and The Golf Club at Black Rock, LLC, a limited liability company organized under the laws of the state of Idaho, whose current address is 18168 S. Kimberlite Drive, Coeur d'Alene, Idaho 83814.

RECITALS

A. Assignor is the developer and/or partial owner of real property known as Black Rock, located in Kootenai County, Idaho, legally described on Exhibits "A," "B," and "C" attached hereto ("Black Rock").

B. Black Rock is subject to the terms and conditions contained in the Declaration.

C. Through Kootenai County Instrument No. 2277226000, Black Rock (as "Assignor") assigned its rights as Declarant to Washington Trust Bank (as "Assignee"), and Washington Trust Bank (as "Assignee") accepted said assignment.

D. This Conditional Assignment of Declarant Rights is made by and between Black Rock, on the one hand, and The Golf Club at Black Rock, LLC, in the nature of a conditional assignment. The conditional nature is this: in the event of any defect, whether procedural or substantive, under the Assignment of Declarant Rights recorded as Kootenai County Instrument No. 2277226000, and in the further event that any said defect (without conceding the existence of the same) results in the retention of Declarant rights by Black Rock, then Black Rock assigns, and does hereby assign, said rights to The Golf Club at Black Rock, LLC through this Assignment.

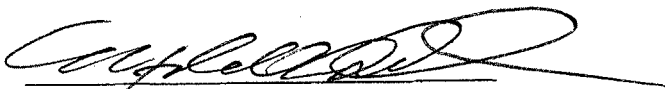
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

ASSIGNMENT

1. Recitals. The conditions stated in the Recitals are incorporated herein.
2. Assignment of Rights. In the event of a procedural or substantive defect in the Assignment recorded as Kootenai County Instrument No. 2277226000, with said defect (without acknowledging the existence of the same) resulting in the retention of any or all of Black Rock's rights as Assignor under said document, then Assignor does hereby assign to The Golf Club at Black Rock, LLC all of said rights and The Golf Club at Black Rock, LLC, as Assignee, accepts the same and assumes all obligations of the Declarant thereunder.
3. Government Law. This Assignment shall be governed and construed in accordance with Idaho law with venue in Kootenai County.
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same Assignment.
5. Authority of Parties. Each person executing this Assignment on behalf of a party represents and warrants that they have the full power and authority to execute this Assignment on behalf of that party, and that no further approval of any kind is necessary to bind the parties thereto.
6. Successors and Assigns. Each of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, their respective successors and assigns.
7. Acknowledgment. The parties hereto acknowledge that The Golf Club at Black Rock, LLC intends to take title to all or part of the Property, as that phrase is defined in the Declaration, under Article 27.7 of the Assignment.

ASSIGNOR:

BLACK ROCK DEVELOPMENT, INC.

By: 
Marshall R. Chesrown
Its: President

CONFORM
COPY

EXHIBIT A

to

ASSIGNMENT OF DECLARANT RIGHTS

CONFORM
COPY

Black Rock P.U. (1)
(Main Parcel)

A parcel of land being portions of Sections 8, 9, 16 and 17, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at an iron rod monument marking the West Quarter, said Section 8, from which an aluminum cap monument marking the Southwest corner thereof bears S $03^{\circ}15'27''$ W a distance of 2629.95 feet; thence, S $86^{\circ}49'26''$ E along the North line of the Southwest Quarter, said Section 8, a distance of 331.34 feet to an iron pipe with a 2-1/2" brass cap stamped "BLACKROCK POB INC PLS 6602 2001", being a point on the southerly Right-of-Way line of Lotts Bay Road, and the True POINT-OF-BEGINNING for this description.

Thence, in an easterly direction, along said southerly Right-of-Way line, the following courses:

1. S $86^{\circ}49'26''$ E a distance of 198.63 feet to the beginning of a curve concave southerly, having a radius of 2048.74 feet, the long chord of which bears S $84^{\circ}42'59''$ E a distance of 150.67 feet;
2. Easterly along said curve, through a central angle of $4^{\circ}12'53''$, a distance along the arc of 150.71 feet;
3. S $82^{\circ}36'33''$ E a distance of 219.42 feet to the beginning of a curve concave northerly, having a radius of 2069.79 feet, the long chord of which bears S $85^{\circ}42'53''$ E a distance of 224.26 feet;
4. Easterly along said curve, through a central angle of $6^{\circ}12'40''$, a distance along the arc of 224.37 feet;
5. S $88^{\circ}49'13''$ E a distance of 122.94 feet to the beginning of a curve concave southerly, having a radius of 3303.74 feet, the long chord of which bears S $87^{\circ}25'01''$ E a distance of 161.80 feet;
6. Easterly along said curve, through a central angle of $2^{\circ}48'23''$, a distance along the arc of 161.82 feet;
7. S $86^{\circ}00'50''$ E a distance of 572.94 feet to the beginning of a curve concave southerly, having a radius of 517.08 feet, the long chord of which bears S $73^{\circ}11'16''$ E a distance of 229.58 feet;
8. Easterly along said curve, through a central angle of $25^{\circ}39'08''$, a distance along the arc of 231.50 feet;
9. S $60^{\circ}21'42''$ E a distance of 119.87 feet to the beginning of a curve concave northerly, having a radius of 543.06 feet, the long chord of which bears S $72^{\circ}38'05''$ E a distance of 230.88 feet;
10. Easterly along said curve, through a central angle of $24^{\circ}32'46''$, a distance along the arc of 232.65 feet;

CONFORM
COPY

11. S 84°54'28" E a distance of 101.79 feet to the beginning of a curve concave northerly, having a radius of 669.49 feet, the long chord of which bears N 80°34'21" E a distance of 335.70 feet;
 12. Easterly along said curve, through a central angle of 29°02'23", a distance along the arc of 339.32 feet to the beginning of a compound curve concave northwesterly, having a radius of 963.99 feet, the long chord of which bears N 57°01'24" E a distance of 301.47 feet;
 13. northeasterly along said curve, through a central angle of 17°59'31", a distance along the arc of 302.71 feet;
 14. N 48°03'38" E a distance of 209.94 feet to the beginning of a curve concave southeasterly, having a radius of 1850.37 feet, the long chord of which bears N 51°47'40" E a distance of 241.00 feet;
 15. northeasterly along said curve, through a central angle of 7°28'04", a distance along the arc of 241.17 feet;
 16. N 55°31'42" E a distance of 299.98 feet to the beginning of a curve concave southerly, having a radius of 245.53 feet, the long chord of which bears N 87°04'50" E a distance of 256.96 feet;
 17. Easterly along said curve, through a central angle of 63°06'15", a distance along the arc of 270.42 feet;
 18. S 61°22'03" E a distance of 209.46 feet to the beginning of a curve concave northerly, having a radius of 331.50 feet, the long chord of which bears S 86°05'41" E a distance of 277.33 feet;
 19. Easterly along said curve, through a central angle of 49°27'16", a distance along the arc of 286.13 feet to the beginning of a compound curve concave northwesterly, having a radius of 815.89 feet, the long chord of which bears N 55°52'19" E a distance of 375.56 feet;
 20. northeasterly along said curve, through a central angle of 26°36'45", a distance along the arc of 378.96 feet;
 21. N 42°33'56" E a distance of 725.95 feet to the beginning of a curve concave northwesterly, having a radius of 1730.84 feet, the long chord of which bears N 40°54'16" E a distance of 100.35 feet;
 22. northeasterly along said curve, through a central angle of 3°19'20", a distance along the arc of 100.36 feet to the intersection of said southerly Right-of-Way line with the East line of the Northeast Quarter, said section 8;
- thence, N 03°45'34" E along said Base line a distance of 415.50 feet to the northwest corner of Government Lot 5, said Section 9;
- thence, N 89°21'52" E along the North line thereof a distance of 298.90 feet;

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thence, S 87°41'59" E, continuing along said line, a distance of 956.51 feet to the northeast corner thereof;

thence, S 02°05'41" W along the East line thereof a distance of 880.08 feet;

thence, S 84°22'57" E a distance of 1291.20 feet to a point on the East line of Government Lot 6, said Section 9;

thence, S 02°18'52" W along said East line a distance of 858.52 feet to the southwest corner thereof;

thence, S 03°26'57" W along the East line of the Southwest Quarter, said Section 9, a distance of 2619.39 feet to the South Quarter corner thereof;

thence, S 03°45'42" W along the East line of the Northwest Quarter, said Section 16, a distance of 957.91 feet to the intersection of said East line with the northerly Right-of-Way line of Rockford Bay Road.

Thence, southwesterly along said northerly Right-of-Way line, the following courses:

1. S 42°19'24" W a distance of 361.23 feet to the beginning of a curve concave northwesterly, having a radius of 1061.97 feet, the long chord of which bears S 47°13'12" W a distance of 181.30 feet;
2. southwesterly along said curve, through a central angle of 9°47'36", a distance along the arc of 181.52 feet;
3. S 52°07'00" W a distance of 117.96 feet to the beginning of a curve concave northwesterly, having a radius of 472.14 feet, the long chord of which bears S 61°57'30" W a distance of 161.40 feet;
4. southwesterly along said curve, through a central angle of 19°41'00", a distance along the arc of 162.20 feet;
5. S 71°48'00" W a distance of 127.88 feet to the beginning of a curve concave southeasterly, having a radius of 997.24 feet, the long chord of which bears S 65°26'05" W a distance of 221.13 feet;
6. southwesterly along said curve, through a central angle of 12°43'51", a distance along the arc of 221.58 feet;
7. S 59°04'09" W a distance of 107.76 feet to the beginning of a curve concave northwesterly, having a radius of 1186.70 feet, the long chord of which bears S 64°44'52" W a distance of 234.84 feet;

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8. southwesterly along said curve, through a central angle of $11^{\circ}21'25''$, a distance along the arc of 235.22 feet;

9. $S 70^{\circ}25'34'' W$ a distance of 521.16 feet to the beginning of a curve concave northerly, having a radius of 2716.47 feet, the long chord of which bears $S 75^{\circ}32'44'' W$ a distance of 484.79 feet;

10. westerly along said curve, through a central angle of $10^{\circ}14'20''$, a distance along the arc of 485.44 feet to the beginning of a compound curve concave northerly, having a radius of 1075.71 feet, the long chord of which bears $S 83^{\circ}17'43'' W$ a distance of 98.73 feet;

11. southwesterly along said curve, through a central angle of $5^{\circ}15'38''$, a distance along the arc of 98.77 feet;

12. $S 85^{\circ}55'32'' W$ a distance of 372.25 feet to the intersection of said northerly Right-of-Way line with the West line of the Northwest Quarter, said section 16.

thence, $N 03^{\circ}17'00'' E$ along said West line a distance of 946.77 feet;

thence $N 86^{\circ}45'21'' W$ a distance of 658.85 feet;

thence, $N 03^{\circ}15'14'' E$ a distance of 1309.07 feet to the South line, said Section 8;

thence, $N 86^{\circ}44'32'' W$ along said line a distance of 1979.13 feet to the South Quarter corner, said section 8;

thence, $N 86^{\circ}55'57'' W$ along the South line of the Southwest Quarter said section 8 a distance of 1321.88 feet;

thence, $N 03^{\circ}24'29'' E$ a distance of 1308.70 feet;

thence, $N 86^{\circ}56'26'' W$ a distance of 991.92 feet;

thence, $N 03^{\circ}14'13'' E$ a distance of 1314.32 feet to the True POINT-OF-BEGINNING;

Said parcel containing approximately 656.9 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:
(Sales Office Parcel)

COMMENCING at the aforementioned South Quarter corner, said Section 9; thence, $S 03^{\circ}46'32'' W$ a distance of 1033.03 feet to an iron rod monument marking the intersection of the West line of Tax Parcel No. 3910 with the southerly Right-of-Way line of Rockford Bay Road, the True POINT-OF-BEGINNING for this description;

thence, along the perimeter of said Tax Parcel No. 3910, the following courses:

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1. N 43°47'52" E along said Right-of-Way line a distance of 310.24 feet;
2. S 39°25'06" E, leaving said Right-of-Way line, a distance of 123.90 feet;
3. S 39°18'44" E a distance of 124.38 feet;
4. S 06°37'38" W a distance of 30.00 feet;
5. S 57°00'33" W a distance of 290.00 feet;
6. S 37°35'51" W a distance of 240.09 feet;
7. N 03°28'17" E along said West line of Tax Parcel No. 3910 a distance of 346.59 feet to the True POINT-OF-BEGINNING;

Said parcel containing approximately 2.2 acres, more or less.

Said described combined parcels contain 659.1 acres (gross), less 2.2 acres of Lot's Day Road and Black Rock Road Rights-of-Way leaving a net area of 656.9 acres, more or less.

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EXHIBIT B

to

ASSIGNMENT OF DECLARANT RIGHTS

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Legal Description of Black Rock North Final Plat

Real property located in Kootenai County, Idaho legally described as follows:

A portion of the Southeast Quarter of Section 4, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of said Section 4, Township 48 North, Range 4 West, Boise Meridian, said point being a 1" iron pipe as shown by Inst. No. 1341198, records of Kootenai County, Idaho;

Thence North $76^{\circ}58'58''$ West along the South line of Section 4 a distance of 1106.63 feet;

Thence North $29^{\circ}07'51''$ East, a distance of 370.78 feet to a $5/8''$ rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North $71^{\circ}05'20''$ East, a distance of 402.07 feet to a $5/8''$ rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North $28^{\circ}40'09''$ East, a distance of 325.54 feet to a $5/8''$ rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North $14^{\circ}25'38''$ West, a distance of 225.75 feet to a $5/8''$ rebar with a orange plastic cap, stamped P.L.S 4346;

Thence North $65^{\circ}00'05''$ East, a distance of 297.30 feet being on the East-West $1/16$ th line between the SC $1/16$ th corner on the S $1/16$ th corner of said Section 4, said point also being a $5/8''$ rebar with a orange plastic cap, stamped P.L.S 4346;

Thence South $78^{\circ}57'20''$ East along said East-West $1/16$ th line a distance of 46.31 feet to the South $1/16$ th corner of said Section 4;

Thence South $00^{\circ}25'56''$ West along the East line of said Section 4 a distance of 1324.52 feet to the Southeast corner of said Section 4 and the POINT OF BEGINNING.

Area being 17.739 acres more or less.

EXHIBIT C

to

ASSIGNMENT OF DECLARANT RIGHTS

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Legal Description of The Estates at Black Rock Bay Property

Real property located in Kootenai County, Idaho legally described as follows:

The West Half of Government Lot 1 and all of Government Lots 2 and 3, Section 9,
Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.