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STATE OF IDAHO  
COUNTY OF KOOTENAI / 88  
AT THE REQUEST OF  
Blackrock Development

JUL 31 11 46 AM '01

DANIEL J. ENGLISH

DEPUTY

*[Signature]*  
234<sup>00</sup>  
(78 pgs)



Coeur d'Alene  
**BLACK ROCK**

COVENANTS, CONDITIONS AND RESTRICTIONS

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**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, (hereinafter referred to as "Declarant"), is the current owner, of the real property located in Kootenai County, Idaho, more particularly described on Exhibit "A", attached hereto (hereinafter referred to as the "Property"). Declarant hereby adopts the following Covenants, Conditions and Restrictions for the Black Rock Planned Unit Development and any additions (hereinafter referred to as the "Project" located at the Property), and declares that the following shall apply to the subject Property and to any interest in that Property. These Covenants, Conditions and Restrictions ("Declaration") shall run with the land, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in said real property or any Lot, parcel or portion thereof; and shall inure to the benefit of and be binding upon Declarant, Declarant's successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the subject Property until the Declaration is terminated.

This Declaration is intended to regulate the Project and use of the Black Rock Planned Unit Development for the mutual benefit of future Owners and occupants. The Project is to be an aesthetically pleasing family oriented residential development. The Declarant has attempted to draft this Declaration consistent with the ordinances and regulations of Kootenai County. In the event the provisions of this Declaration are inconsistent with such ordinances, the more restrictive provision between this Declaration and Kootenai County ordinances and regulations shall apply. THIS DOCUMENT DOES NOT AND CANNOT ALTER THE LAW OF THE GOVERNMENTAL AGENCIES HAVING JURISDICTION.

**ARTICLE 1.  
STATEMENT AND PURPOSE AND IMPOSITION OF COVENANTS**

1.1. **Ownership.** The Declarant is the owner of the Property in Kootenai County, Idaho, described on Exhibit "A".

1.2. **Purpose.** The purpose of the Declarant in making this Declaration is to create a planned unit development known as Black Rock on the Property.

The Declarant further intends to ensure the attractiveness of the Property, including the residences and other improvements constructed on it; to prevent any future impairment of the Property and to guard against the construction on the Property of improvements of improper or unsuitable materials or with

improper quality or methods of construction; to protect and enhance the values and amenities of the Property; to provide for the operation, administration, use and maintenance of the Common Areas within the Property; to preserve, protect and enhance the values and amenities of the Property; and to promote the health, safety and welfare of the owners of the Property.

1.3. **Right to Expand.** The Declarant may, in the future, own additional real estate in Kootenai County, Idaho, which it may desire to incorporate into the Black Rock Planned Unit Development (the "Expansion Property"), and the Declarant has reserved the right, but will not be obligated, to incorporate the Expansion Property in whole or in part in the regime established under this Declaration, all as provided in Article 22 below, so that Expansion Property, if and when developed, will be treated as an integral part of the planned unit development of Black Rock.

**ARTICLE 2.  
DEFINITIONS**

The following terms, as used in this Declaration, are defined as follows:

2.1. **Annexation.** The process by which portions of the Expansion Property are made subject to this Declaration pursuant to Article 22 below.

2.2. **Annual Assessment.** The Assessment levied annually pursuant to Section 14.3.

2.3. **Articles or Articles of Incorporation.** The Articles of Incorporation of the Black Rock Homeowner's Association, Inc., which have been filed with the Secretary of State of Idaho, as such Articles may be amended from time to time.

2.4. **Assessments.** Those payments required of Owners or Association Members, including Annual, Special, Utility and Default Assessments levied pursuant to Article 14.

2.5. **Black Rock Documents.** The basic documents creating and governing Black Rock, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Design Guidelines, the Black Rock Utilities Articles of Incorporation and Bylaws, any other procedures, rules, regulations or policies adopted under such documents by the Association or Black Rock Utilities, all as may be amended from time to time.

2.6. **Black Rock Homeowner's Association.** The Black Rock Homeowner's Association, Inc., ("Association"), an Idaho non-profit corporation, and any successor of that entity by whatever name.

2.7. **Black Rock Planned Unit Development.** The community created by this Declaration ("Community"), consisting of the Property (including any

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Expansion Property, after annexation in accordance with Article 22) and all of the Improvements located on the Property, also referred to herein from time to time as "Project", pursuant to 2.46.

2.8. **Black Rock Rules and Regulations.** The rules and regulations adopted by the Association from time to time as provided in Article 6.

2.9. **Black Rock Utilities.** Private water and sewer corporation owned and governed by the Association.

2.10. **Black Rock Utilities Board.** The Board of Directors of Black Rock Utilities appointed by the Board of Directors of the Association to administer, maintain and enforce the Bylaws and Rules and Regulations of Black Rock Utilities.

2.11. **Board of Directors or Board.** The Board of Directors of the Association.

2.12. **Builder.** A Person who purchases a Lot for the purpose of building a Dwelling Unit for resale and not for such Person's primary residence.

2.13. **Building.** A building or other structure constructed on a Lot.

2.14. **Building Envelope.** The portion of each Lot within which any Building or other Improvement must be located, except driveways which may be located outside the Building Envelope pursuant to the Design Guidelines and always subject to the prior written approval of the Design Committee.

2.15. **Bylaws.** The Bylaws of the Association, as such Bylaws may be amended from time to time.

2.16. **Club.** The Club at Black Rock, L.L.C., an Idaho limited liability company.

2.17. **Club Property.** Means all of the real property owned by the Club or its successors or assigns plus all of the recreational and social facilities and maintenance facilities constructed thereon, which will be operated by the Club or its successors or assigns and commonly known as The Club at Black Rock, including without limitation, the golf course, the golf clubhouse, golf practice facilities, golf maintenance facilities, tennis courts, swimming pool, private beach, and any other recreational facilities offered by the Club. THE CLUB PROPERTY IS NOT COMMON AREA.

2.18. **Common Area.** Such real property depicted as Common Area on the recorded Final Plat for each phase of the and any other property in which the Association owns an interest for the common non-exclusive use, benefit and enjoyment of some or all of the Members and such other persons as may be permitted to use the Common Area under the terms of this Declaration or any

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of  
BLACK ROCK A PLANNED UNIT DEVELOPMENT

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contract with the Association. Such interest owned by the Association may include, without limitation, estates in fee, estates for terms of years, or easements.

2.19. **Common Expenses.** Common Expenses shall include the actual and estimated expenses incurred, or anticipated to be incurred by the Association for the general benefit of all Owners. Common Expenses shall include reasonable reserves as the Board may find necessary and appropriate for deferred maintenance, repairs, replacements and improvements in accordance with the Black Rock Documents as well as: (i) Premiums for insurance carried by the Association under Article 18, (ii) all expenses, costs and amounts of every kind and nature incurred by the Association in administering, servicing, conserving, managing, maintaining, operating, repairing or replacing the Common Area and any improvements located on it; (iii) all expenses expressly declared to be Common Expenses by the Black Rock Documents; (iv) all expenses lawfully determined to be Common Expenses by the Board of Directors; and (v) all expenses to be allocated among the Owners as provided in Article 14.

2.20. **Community.** The Black Rock Planned Unit Development.

2.21. **County of Kootenai.** Kootenai County, Idaho.

2.22. **Declarant.** Black Rock Development, Inc., an Idaho corporation, or its successors or assigns, including any Successor Declarant to the extent the rights of Declarant are assigned to the Successor Declarant, as provided in Section 2.50.

2.23. **Declaration of Annexation.** A declaration prepared and recorded in accordance with the provisions of Article 22 to incorporate Expansion Property within the Property governed by this Declaration.

2.24. **Default Assessment.** Any Assessment levied by the Association pursuant to Section 14.5 below.

2.25. **Default Rate.** An annual rate of interest that is the lesser of (i) five points above the prime rate charged by the Association's then current bank, and (ii) the maximum rate permitted by applicable law.

2.26. **Design Guidelines.** The guidelines and rules published and amended and supplemented from time to time by the Design Review Committee.

2.27. **Design Review Committee.** The committee formed pursuant to Article 10 to maintain the quality and architectural harmony of Improvements in Black Rock, ("Design Committee").

2.28. **Development Rights.** Those rights of Declarant as set forth in Section 16.1.2.

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2.29. **Director.** Member of the Board of Directors of the Association.

2.30. **Dwelling Unit.** A single-family residence.

2.31. **Expansion Property.** Such additional real property now owned or in the future acquired by Declarant (including any Successor Declarant) as Declarant may make subject to the provisions of this Declaration, by duly recorded Declaration of Annexation.

2.32. **First Mortgage.** Any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens that are given priority by statute.

2.33. **First Mortgagee.** The holder of record of a First Mortgage.

2.34. **Improvement(s).** All Buildings, parking areas, loading areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, trails, gates, signs, changes in any exterior color or shade, excavation and all other site work, including without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. The term "Improvement(s)" does not include turf, shrub, or tree repair or replacement of a magnitude that does not change exterior colors or exterior appearances. The term "Improvement(s)" does include both original Improvements and all later changes and improvements.

2.35. **Lot.** A parcel of land designated as a Lot on any Plat of the Property or of 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.

2.36. **Maintenance Fund.** The fund created by Assessments and fees levied pursuant to Article 14 below to provide the Association with the funds required to carry out its duties under this Declaration.

2.37. **Manager.** Such person or entity retained by the Board of Directors to perform certain functions of the Board pursuant to this Declaration and/or the Bylaws.

2.38. **Final Development Plan.** The Final Development Plan of the Community, as approved by the appropriate governmental agencies and the County of Kootenai, as amended and approved during subdivision and final platting process.

2.39. **Member.** Any person or entity holding membership in the Association.

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2.40. **Mortgage.** Any mortgage, deed of trust, trust indenture, contract for deed, or other document which is recorded in the office of the Recorder of Kootenai County, and, which encumbers any portion of the Property or interest therein as security for the payment of a debt or obligation.

2.41. **Mortgagee.** Any person named as a beneficiary or mortgagee under a Mortgage, or any successor to the interest of any such person under such Mortgage. In the case of a contract for deed, the seller shall be considered the "Mortgagee" for purposes of this Declaration.

2.42. **Owner.** The person or other legal entity, including Declarant, that holds fee simple title of record to any Lot or, if the Lot is subject to one or more contracts for deed, the buyer under the most recent contract for deed, provided, however, that if the seller under such contract notifies the Association in writing that the buyer under said contract is in default, then the seller under such contract shall be the Owner for purposes of this Declaration. The Association shall be entitled to rely on such notification without further inquiry. "Owner" does not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgage, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

2.43. **Period of Declarant Control.** The period beginning on the date this Declaration is first recorded in the office of the Recorder of Kootenai County, Idaho, and ending on the earlier of: (a) the date which is 20 years later, or (b) the date on which the Declarant has recorded the plats of all Expansion Property and sold 90% of the Lots to Owners other than Declarant or Builder in each of the Plats. When Declarant has determined that no additional property shall be considered Expansion Property, Declarant shall so notify the Association in writing. The period of Declarant Control may be reinstated or extended by agreement between Declarant and the Association, subject to such terms, conditions and limitations as the Board of Directors may impose on the subsequent exercise by Declarant of the Special Declarant Rights. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will continue to have all the rights and duties ordinarily given to Members and/or Owners under this Declaration.

2.44. **Person.** Whether or not in capitalized form, Person means a natural person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or combination of the foregoing.

2.45. **Plat.** Any engineering survey or surveys of all or part of the Property (including Expansion Property), together with such other diagrammatic plans and information regarding the Property as may be required by applicable law, or as may be included in the discretion of Declarant, as each such survey may be amended and supplemented from time to time, and all as recorded in the office of the Recorder of Kootenai County, Idaho.

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2.46. **Project.** Community and any additions, pursuant to 2.7. of this Declaration.

2.47. **Property.** Includes the property described on Exhibit "A" and initially subjected to this Declaration, and also refers to any Expansion Property that may be incorporated in the Project from time to time and made subject to these Covenants pursuant to the provisions of this Declaration.

2.48. **Special Assessment.** An Assessment levied pursuant to Section 14.4.

2.49. **Special Declarant Rights.** Those rights of Declarant as set forth in Section 16.1 below.

2.50. **Successor Declarant.** Any party or entity to whom Declarant assigns any or all of its rights, obligations or interest as Declarant, as permitted by Section 27.7 and evidenced by an assignment or deed of record in the office of the Recorder of Kootenai County, Idaho, designating such party as a Successor Declarant, signed by the transferor and the transferee. Upon such recording, Declarant's rights and obligations under the Declaration will cease and terminate to the extent provided in such document, and all such rights and obligations shall be transferred to and assumed by the Successor Declarant to the extent provided in such document.

2.51. **Supplemental Declaration.** Any Supplemental Declaration including additional or further covenants, conditions and restrictions that might be adopted from time to time with respect to any portion of the Property or Expansion Property or improvements that may be made part of the Property as provided herein.

### ARTICLE 3. BLACK ROCK PLANNED UNIT DEVELOPMENT

3.1. **Establishment of Planned Unit Development.** By this Declaration, Black Rock is established as a planned unit development, subject to the Reservation of Right to Expand as set forth in Article 22 below.

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.

3.3. **Plat.** The Plat will be filed for record in the office of the Recorder of Kootenai County, Idaho. The Plat may be filed as a whole or as a series of Plats from time to time. Any Plat filed subsequent to the first Plat will be termed a supplement to the Plat, and the numerical sequence of each supplement will be shown on it.

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**ARTICLE 4.  
BLACK ROCK HOMEOWNER'S ASSOCIATION ORGANIZATION**

**4.1. Organization of the Black Rock Homeowner's Association.**

The Black Rock Homeowner's Association, Inc. shall be initially organized by Declarant as an Idaho non-profit corporation under the provisions of the Idaho Code and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, the Design Guidelines and this Declaration. Neither the Articles, Bylaws nor Design Guidelines shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration that Developer might adopt pertaining to Black Rock.

**4.2 Board of Directors and Officers.** Subject to the rights and obligations of Declarant as set forth in this Declaration and to the rights and obligations of the other Owners, the Association will be responsible for the administration and operation of the Property. The Board of Directors will exercise all powers, duties and authority of the Association not reserved to Declarant or the Members by this Declaration, the other Black Rock Documents, or other applicable law.

**4.3. Appointment of Officers and Directors by Declarant/Club.** Until the expiration of the Period of Declarant Control, Declarant will retain the exclusive powers to appoint, remove and replace Directors and officers of the Association.

Notwithstanding the foregoing, Declarant may voluntarily surrender the right to appoint, remove and replace Directors and officers of the Association before the end of the Period of Declarant Control by providing a notice to that effect to the Association and otherwise complying with the procedures for termination of this Special Declarant Right, as set forth in the Bylaws. However, upon voluntarily terminating this Special Declarant Right in advance of the expiration of the Period of Declarant Control, Declarant may require that specified actions of the Association or the Board, as described in an instrument executed and recorded by Declarant in the office of the Recorder of Kootenai County, Idaho, be approved by Declarant before those actions become effective.

After the expiration of the Period of Declarant Control or Declarant's voluntary surrender of the right to appoint, remove and replace Directors of the Association, the Club shall always retain the right to appoint, remove and replace one Director of the Association.

**4.4. Manager.** The Association may employ or contract for the services of a Manager to act for the Association and the Board and the officers according to the powers and duties delegated to the Manager pursuant to the Bylaws or resolution of the Board. Neither the Board nor any officer of the

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Association will be liable for any omission or improper exercise by a Manager of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board. The Manager may be the Declarant or a person related to Declarant.

4.5. **Committees.** The Association may delegate any of its rights, duties or responsibilities to any committee or other entity (in addition to the Design Committee and the Black Rock Utilities Board) that the Board may choose to form.

4.5.1. **Limitation.** Any delegation by the Board under this Section is subject to compliance with the Bylaws and the requirements that the Board, when so delegating, will not be relieved of its responsibilities under the Black Rock Documents.

#### ARTICLE 5. ASSOCIATION MEMBERSHIP

5.1. **Membership.** Every Owner, by virtue of being an Owner, and for so long as he is an Owner, will be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of any Lot. No Owner, whether one or more persons, will have more than one membership per Lot owned, but all of the persons owning each Lot will be entitled to rights of membership and of use and enjoyment appurtenant to such ownership. The owner of the Club Property shall be considered an Owner and shall be a Member of the Association with all of the same privileges and duties of the other Owners and Members, except that the owner of the Club Property shall be entitled to ten (10) votes in the Association and, for the purpose of assessments, the Club Property shall be treated as ten (10) Lots and shall pay assessments accordingly.

5.2. **Classes of Membership.** The Association will initially have three classes of Members as described below.

5.2.1 **Class A Members.** Owners of Lots, other than the Owner of the Club Property and the Declarant, shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Lot owned by such Class A Member on the date of the vote.

5.2.2 **Class B Members.** The Owner of the Club Property shall be known as a Class B Member and shall be entitled to cast ten (10) votes.

5.2.3. **Class C Members.** The Declarant shall be known as a Class C Member and shall be entitled to cast ten (10) votes per Lot owned, by Declarant on the date of the vote. Provided, however, that Class C Membership shall cease to exist after the termination of the Period of Declarant Control, and at such time, Declarant, if still an Owner of a Lot or Lots, will become a Class A Member and shall be entitled to one (1) vote for each Lot owned.

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The Bylaws may set forth additional classifications of membership from time to time, except no additional classifications shall be created during the Period of Declarant Control unless the Declarant agrees in writing to any new or different class.

5.3. **Voting Rights.** Each Member will be entitled to vote on Association matters based on the number of votes to which that Member is entitled based on such Member's membership class.

When more than one person holds an interest in any Lot, all such persons shall be Members but shall share the vote attributable to the Lot. Fractional votes, however, shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Lot from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy.

Any Owner of a Lot that is leased may assign his voting right to the tenant, provided that a copy of the instrument of assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right.

5.4. **Transfer of Membership.** An Owner may not transfer, pledge, assign or alienate its membership in the Association in any way except upon the transfer of its title in its respective Lot, and then only to the transferee of such title. If the transfer is pursuant to a contract for deed, Owner's membership shall transfer to the buyer under said contract subject to the provisions of Section 5.4 herein.

5.5. **Notice of Membership.** Any person, on becoming a Member, will furnish the Secretary of the Association with a photocopy or certified copy of the recorded instrument or such other evidence as may be specified by the Board under the Bylaws, vesting the person with the interest required to make him a Member.

5.6. **Owner's and Association's Addresses for Notices.** At the same time that the Member provides Notice of Membership as set forth in the paragraph 5.5, the Member will provide the Association with the single name and address which shall be deemed the registered address for that Membership and for the Owners associated therewith. The registered address shall be the address to which any notices given pursuant to the Black Rock Documents shall be sent. The Member shall state the number of Lots owned by the new Member. In the event of any change in the facts reported in the original written notice, including any change of ownership, the Member will give a new written notice to

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the Association containing all of the information required to be provided in the original notice. The Association will keep and preserve the most recent written notice received by the Association with respect to each Member.

If no address is provided to the Association, or if all of the Owners cannot agree on a single address, then the address of the Lot will be deemed the registered address until another registered address is furnished as required under this Section 5.5.

If the address of the Lot is the registered address of the Owners, then any notice will be deemed duly given if delivered to any person occupying the Lot or sent to the Lot by any other means specified for a particular notice in any of the Black Rock Documents, or if the Lot is unoccupied, if the notice is held and available for the Owners at the principal office of the Association.

All notices and demands intended to be served upon the Board of Directors will be sent to the addresses of the Association or such other address as the Board may designate from time to time by a notice delivered to all Owners in accordance with this Section.

All notices given under this Declaration will be sent by personal delivery, which will be effective upon receipt; by overnight courier service, which will be effective one business day following timely deposit with a courier service; or by regular, registered or certified mail, postage prepaid, which will be effective three days after deposit in the U.S. Mail.

#### ARTICLE 6. POWERS AND DUTIES OF THE ASSOCIATION

6.1. **Powers.** The Association shall have the powers of a corporation organized under the corporation laws of the State of Idaho applicable to non-profit corporations, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Associations' other assets, and the affairs and the performance of the other responsibilities herein assigned, including without limitation:

6.1.1. **Assessments.** The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

6.1.2. **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain

and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules, if any, adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

6.1.3. **Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or other Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

6.1.4. **Emergency Powers.** The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

6.1.5. **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owner, for the purpose of constructing, erecting, operating or maintaining:

6.1.5.1. Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, security and communication, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and

6.1.5.2. Sewers, storm drains, underground irrigation pipes, water drains and pipes, water supply systems, sprinkling systems,

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heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

6.1.5.3. Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association.

6.2. **Implied Rights and Obligations.** The Association will perform all of the duties and obligations imposed on it expressly by the Black Rock Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Black Rock Documents or reasonably necessary to satisfy any such duty or obligation. The Association may exercise any other right or privilege (i) given to it expressly by the Black Rock Documents, (ii) reasonably to be implied from the existence of another right or privilege given expressly by the Black Rock Documents, (iii) reasonably necessary to effectuate any such right or privilege.

#### ARTICLE 7. COMMON AREAS

7.1. **Association's Responsibility for Common Area.** The Association, subject to the rights and obligations of the Owners set forth in this Declaration, will be responsible for the management and control of the Common Area and all Improvements on the Common Area (including furnishings and equipment related thereto), and will keep it in good, clean and attractive condition and repair consistent with the standards of Community.

7.2. **Conveyance by Declarant.** On or before the date on which Declarant conveys any Lot to another party, Declarant will convey to the Association, by written instrument recorded with the Recorder of Kootenai County, Idaho, the Common Areas more fully described on the attached Exhibit "B", including any improvements located on and the rights and easements appurtenant to such property. From time to time before the expiration of the Period of Declarant Control, Declarant may, but will not be obligated to, convey to the Association, by written instrument recorded with the Recorder of Kootenai County, Idaho, other parts of the Property (including the Expansion Property) as Common Area.

7.3. **Use of Common Area.** The Common Area generally is designated by this Declaration for the common use, benefit and enjoyment of the Owners and their families, tenants, employees, guests and invitees, and such other persons as may be permitted to use the Common Area by agreement established under Sections 7.2. or 7.7. below.

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7.4 **No Dedication to the Public.** Nothing in this Declaration or the other Black Rock Documents will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

7.5 **Declarant's Right to Perform for the Account of the Association.** In the event the Association does not repair or maintain the Common Area, Declarant will have the right, but not the obligation, to perform such duties for the Association. In that event, Declarant will be entitled to reimbursement from the Association of all costs incurred by Declarant, such reimbursement being due within 30 days after the receipt by the Association of an invoice from Declarant, itemizing the costs incurred. After expiration of the 30-day period allowed for payment, interest shall accrue on such amount at the Default Rate.

7.6 **Declarant's Agreements Regarding Common Area.** Upon the transfer by Declarant to the Association of any Common Area as provided in this Declaration, Declarant may require as part of the terms of the transfer that the Association contract with organizations operating within or in the vicinity of Community, to allow use of all or part of the Common Area under such terms and for such charges as may be acceptable to Declarant and such association or other organizations.

7.7 **Association's Agreements Regarding Common Area.** The Association, acting through the Board of Directors, may grant easements, rights-of-way, leases, licenses and concessions through or over the Common Area without the independent approval of the Owners. Without limiting the generality of the foregoing, the Association may grant such rights to suppliers of utilities serving the Project or property adjacent to the Project, and to developers or owners of property adjacent to the Project for the purpose of accommodating minor encroachments onto the Common Area or other purposes that do not unreasonably interfere with the use and enjoyment of the Common Area by Owners.

7.8 **Ownership of Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold and dispose of personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold or other property interests within Community and conveyed to the Association by Declarant.

**ARTICLE 8.  
PRIVATE ROADS AND STREETS**

8.1. **Roads and Streets.** The Association shall own and be responsible for maintaining all roads within the Property, (except private driveways located within Lots on the Property, which shall be the responsibility of the Owner of the Lot). Such maintenance will include repair and replacement of such roads, as well as periodic maintenance of the surface and regular snow, ice, and trash removal from all drive areas (except private driveways located within Lots on the Property). The Association shall be responsible for maintaining all emergency egress roads with adequate snow removal to ensure safe, two-way circulation year round. The Board will cooperate with the applicable traffic and fire control officials to post roads and streets with traffic control, fire lane, and parking regulation signs. The Association shall also be responsible for maintaining all trails within the Property.

8.2. **Conveyance by Declarant.** The roads within the Property, except private driveways located within Lots on the Property, are considered to be Common Areas. The Declarant shall convey such roads along with the other Common Areas as set forth in Section 7.2. herein.

**ARTICLE 9.  
BOOKS, RECORDS AND RESERVE ACCOUNTS**

9.1. **Books and Records.** The Association will make available for inspection by Owners and Mortgagees, upon request, during normal business hours or under other reasonable circumstances, current copies of the Black Rock Documents, and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

9.2. **Reserve Account.** The Association will establish and maintain an adequate reserve fund from Annual Assessments levied pursuant to Section 14.3 below for maintenance, repair or replacement of the Common Area and Improvements located with the Common Area that must be replaced on a periodic basis and for any other facilities made available to the Association that must be replaced on a periodic basis with contribution from the Association.

9.3. **Working Capital Account.** In order to provide the Association with adequate working capital funds, the Association will collect at the time of the close of escrow of each Lot an amount equal to three months' installments of the Annual Assessments at the rate in effect at the time of the close of such escrow. The Association will maintain such funds in a segregated account to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the Members. Payments to this fund from escrow closings are not and shall not be considered advance payments of Annual Assessments.

**ARTICLE 10.  
DESIGN REVIEW COMMITTEE**

**10.1. Design Review Committee and Guidelines.** There is hereby established a Design Review Committee, ("Design Committee") which will be responsible for the establishment and administration of Design Guidelines to facilitate the purposes and intent of this Declaration. The Design Committee may amend, repeal and augment the Design Guidelines from time to time, in the Design Committee's sole discretion. The Design Guidelines as amended from time to time will be binding on all Owners and other persons governed by this Declaration.

The Design Guidelines may include, among other things, those restrictions and limitations set forth below:

10.1.1. Procedures for making application to the Design Committee for design review and approval, including the documents to be submitted and the time limits within which the Design Committee must act to approve or disapprove any submission.

10.1.2. Time limitations for the completion, within specified periods after approval, of the Improvements for which approval is required under the Design Guidelines.

10.1.3. Designation of the Building Envelope on a Lot, establishing the maximum developable area of the Lot.

10.1.4. Minimum and maximum square foot areas of living space that may be constructed on any Lot.

10.1.5. Landscaping regulations, with limitations and restrictions prohibiting the removal of existing trees, or requiring the replacement of existing trees, the use of plants indigenous to the locale, and other practices benefiting the protection of the environment, aesthetics and architectural harmony of the Association.

10.1.6. General instructions for the construction, reconstruction, refinishing or alteration of any Improvement, including any plan to excavate, fill or make any other temporary or permanent change in the natural or existing surface contour or drainage or any installation of utility lines or conduits on the Property, addressing matters such as loading areas, waste storage, trash removal, equipment and materials storage, grading, transformers and meters.

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10.1.7. Consideration of whether the proposed improvement adjacent to the Club Property will have an adverse effect on the Club Property, whether by restriction of view, hazards to persons or otherwise.

10.2. **Committee Membership.** The Design Committee will be composed of up to five (5) persons. The Design Committee need not include any Member of the Association. All of the members of the Design Committee will be appointed, removed, and replaced by Declarant, in its sole discretion, until the expiration of the Period of Declarant Control or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at that time the Board of Directors will succeed to Declarant's right to appoint, remove, or replace the members of the Design Committee.

10.3. **Purpose and General Authority.** The Design Committee will review, study and either approve or reject proposed improvements on the Property, all in compliance with this Declaration and as further set forth in the Design Guidelines and such rules and regulations as the Design Committee may establish from time to time to govern its proceedings. No improvement will be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the improvements shall have been approved by the Design Committee; provided, however, that improvements that are completely within a Building may be undertaken without such approval. All improvements will be constructed only in accordance with approved plans. This Article shall not apply to Declarant's activities or activities of the Association prior to termination of the Period of Declarant Control.

10.3.1. **Design Committee Discretion.** The Design Committee will exercise its best judgment to see that all improvements conform and harmonize with any existing structures as to external design, quality and type of construction, seals, materials, color, location on the Building Envelope, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in the Design Guidelines and the other Black Rock Documents. The Design Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements.

10.3.2. **Binding Effect.** The actions of the Design Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, will be conclusive and binding on all interested parties.

10.3.3. **No Waiver of Future Approvals.** Each Owner acknowledges that the Persons reviewing proposed improvements pursuant to this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges

that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Design Committee may refuse to approve similar proposals in the future. Approval of applications or plans shall not be deemed to be a waiver of the right to withhold approval as to any similar applications or plans subsequently or additionally submitted for approval.

#### 10.4. Organization and Operation of Committee.

10.4.1. Term. The term of office of each member of the Design Committee, subject to Section 10.2., will be one year, commencing January 1 of each year, and continuing until his or her successor has been appointed. Should a Design Committee member die, retire or become incapacitated, or in the event of resignation, removal or temporary absence of a member, a successor may be appointed as provided in Section 10.2.

10.4.2. Chairperson. So long as Declarant appoints the Design Committee, Declarant will appoint the chairperson. At such time as the Design Committee is appointed by the Board of Directors, the chairperson will be elected annually from among the members of the Design Committee by a majority vote of the members. In the absence of a chairperson, the party responsible for appointing or electing the chairperson may appoint or elect a successor, or if the absence is temporary, an interim chairperson.

10.4.3. Operations. The Design Committee chairperson will take charge of and conduct all meetings and will provide for reasonable notice to each member of the Design Committee prior to any meeting. The notice will set forth the time and place of the meeting, and notice may be waived by any member.

10.4.4. Voting. The affirmative vote of a majority of the members of the Design Committee will govern its actions and be the act of the Design Committee.

10.4.5. Expert Consultation. The Design Committee may avail itself of other technical and professional advice and consultants as it deems appropriate, and the Committee may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the Design Committee. Upon the delegation, the approval or disapproval of plans and specifications by such member or consultant, excluding final review and approval, will be equivalent to approval or disapproval by the entire Committee.

10.4.6. Improvements Adjacent to the Club Property. The Club shall be given notice of all meetings of the Design Committee wherein the

construction or improvement under consideration (or any portion thereof) is contiguous to or in the direct line of sight of the Club Property. If, in the reasonable opinion of the Club, the construction or modification being reviewed has a material adverse impact on the Club Property whether by restriction of view, hazards to person or otherwise, then, in that event, the Club may disapprove the proposed construction irrespective of the approval of same by the Design Committee. The Design Committee shall notify the Owner in writing of the objection of the Club, and the Owner shall resubmit to the Design Committee the proposed construction or modification so as to take into account the objection of the Club.

10.5. **Expenses.** Except as provided in this Section below, all expenses of the Design Committee will be paid by the Association and will constitute a Common Expense. The Design Committee will have the right to charge a fee for each application submitted to it for review, in an amount to be established by the Design Committee from time to time, and such fees will be collected by the Design Committee and remitted to the Association to help defray the expenses of the Design Committee's operation. In the event the Design Committee engages outside consultants or other professionals to review submissions, in accordance with Section 10.4.5., the cost of such engagement shall be borne by the person or entity making the submission or request.

10.6. **Other Requirements.** Compliance with the Association design review process is not a substitute for compliance with the County of Kootenai building, planning, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to commencing construction.

Further, the establishment of the Design Committee and procedures for architectural review will not be construed as changing any rights or restrictions upon Owners to maintain and repair their Lots and Improvements as otherwise required under the Black Rock Documents.

10.7. **Limitation of Liability.** The Design Committee will use its own judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Design Committee nor any individual Design Committee member will be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Design Committee or any individual Design Committee member acted with malice or harmful intent. Approval by the Design Committee does not necessarily assure approval by the appropriate governmental board or commission for the County of Kootenai. Notwithstanding the Design Committee's approval of plans and specifications, neither the Design Committee nor any of its members will be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the improvements. Neither the Board, the Design Committee, nor any agent thereof, nor Declarant, nor any of its partners, employees, agents or consultants will be responsible in any way for any defects in any plans or specifications submitted,

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revised or approved in accordance with the provisions of the Black Rock Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Design Committee will be defended and indemnified by the Association in any such suit or proceeding that may arise by reason of the Design Committee's review or decision. The Association, however, will not be obligated to indemnify each member of the Design Committee to the extent any such member of the Design Committee is adjudged to be liable for negligence or misconduct in the performance of his or her duty as a member of the Design Committee, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

**10.8. Enforcement.**

**10.8.1. Inspection.** Any member or authorized consultant of the Design Committee, or any authorized officer, Director, employee or agent of the Association may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with the Black Rock Documents and the plans and specifications approved by the Design Committee.

**10.8.2. Completion of Construction.** Before any Improvements on a Lot may be occupied, the Owner of a Lot will be required to obtain a temporary certificate of occupancy issued by the Design Committee indicating substantial completion of the Improvements in accordance with the plans and specifications approved by the Design Committee, and imposing such conditions for issuance of a final certificate of occupancy as the Design Committee may determine appropriate in its reasonable discretion. Without limiting the generality of the preceding sentence, the Design Committee may require, as a condition to the issuance of the temporary certificate of occupancy, that the Owner deposit with the Design Committee such sums as may be necessary to complete the landscaping on the Lot by a specified date. If the landscaping is not completed as scheduled, the Design Committee may apply the deposit to cover the cost of completing the work and enforce such other remedies as are available to the Association for the failure of the Owner to comply with this Declaration, including without limitation the remedies set forth in Section 10.9. The certificates of occupancy referenced herein shall be issued solely based on compliance with the Design Guidelines as approved by the Design Committee and shall not be construed as evidencing any assessment of the safety or habitability of the Improvements.

**10.8.3. Estoppel Certificate.** Upon payment of a reasonable fee established from time to time by the Design Committee, and upon written

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request of any Owner or his agent, an existing or prospective Mortgagee, or a prospective grantee, the Design Committee will issue an Estoppel Certificate as fully set forth in the Design Guidelines.

10.8.4. **Deemed Nuisances.** Every violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against a Member will be applicable. Without limiting the generality of the foregoing, this Declaration may be enforced, without limitation, as provided below.

(i) **Fines for Violations.** The Design Committee may adopt a schedule of fines for failure to abide by the Design Committee rules and the Design Guidelines, including fines for failure to obtain any required approval from the Committee.

(ii) **Removal of Nonconforming Improvements.** The Association, upon written request of the Design Committee and after reasonable notice to the offender and, if different, to the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any improvement constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration. The Owner of the improvement will immediately reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within 30 days after the Association gives the Owner notice of the expenses, the sum owed to the Association will bear interest at the Default Rate from the date the expense was incurred by the Association through the date of reimbursement in full, and all such sums and interest will be a Default Assessment enforceable as provided in Article 14.

10.9. **Continuity of Construction.** All Improvements commenced on the Property will be prosecuted diligently to completion and will be completed within 12 months after commencement, unless an exception is granted in writing by the Design Committee. If an improvement is commenced and construction is then abandoned for more than 90 days, or if construction is not completed within the required 12 month period, then after notice and opportunity for hearing as provided in the Bylaws, the Association may impose a fine of not less than \$100.00 per day (or such other reasonable amount as the Association may set from time to time) to be charged against the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board of Directors that such abandonment is for circumstances beyond the Owner's control. Such charges will be a Default Assessment and lien as provided in Article 14.

10.10. **Reconstruction of Common Area.** The reconstruction by the Association after destruction by casualty or otherwise of any Common Area that is accomplished in substantial compliance with "as built" plans for such Common

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Area will not require compliance with the provisions of this Article or the Design Guidelines.

**ARTICLE 11.  
WATER AND SANITARY SEWER**

11.1. **Black Rock Utilities, Inc.** Water and sewer services will be provided to Community by Black Rock Utilities, Inc. ("Black Rock Utilities"), a non-profit corporation established for the sole purpose of owning, operating and maintaining a private water and sewer system for the exclusive use of residents of Community and the Club.

11.1.1 **Ownership/Membership.** Black Rock Utilities is a non-profit, non-stock corporation in which the Association will be the sole member. When the portion of the water system required to serve the lots in the first platted phase of Black Rock is completed, all water permits held by Declarant and all completed water facilities constructed by the Declarant necessary to serve the first phase Lots will be deeded to Black Rock Utilities, including all wells, well houses and related piping, meters, and water distribution lines with water service stubs to each Lot. Future portions of the water system will also be deeded to Black Rock Utilities upon completion of each such portion.

11.1.2. **Governance.** The Association through its Board of Directors shall appoint a Board of Directors for Black Rock Utilities ("Black Rock Utilities Board"), which will be responsible for the administration and maintenance of Black Rock Utilities and for the establishment, amendment and enforcement of all bylaws and rules and regulations of Black Rock Utilities, as amended from time to time, regarding the water and sewer system.

11.2. **Fees.** Each Owner shall pay fees and usage charges on a regular basis at rates and at times to be established by Black Rock Utilities from time to time. Such fees and usage charges are intended to cover all anticipated annual operating expenses of the system as well as to provide a reasonable reserve for repair and replacement.

11.3. **Utilities Rules and Regulations.** Black Rock Utilities shall be governed by the Bylaws and Utilities Rules and Regulations as adopted by Black Rock Utilities. Any amendment to such Bylaws and Rules and Regulations must be adopted by resolution approved as set forth in such governing documents and distributed or made available to each Owner within a reasonable time following the effective date of the amendment.

**11.4. Sanitary Sewer – Initial Construction.**

11.4.1. **Sewer Service to Lots.** Each Lot shall be provided sewer service by Black Rock Utilities. No wells or drainfields will be allowed on any Lot, except for the Beach Front Sales Office which may be served by a drainfield, and the Club maintenance building, which may be served by a temporary drainfield, until such time as the Black Rock Utilities sewer system is usable, at which time the Club maintenance building will be connected to the Black Rock Utilities water and sewer system, and the drainfield will be abandoned.

11.4.2. **Ownership and Construction.** Declarant shall be responsible for the initial construction of the sewer mains, the shutoff valve located at or near the property line of each Lot, and the service line running between the sewer main and the shutoff valve. Sewer facilities located on each Lot will not be constructed until the Owner is ready to build a dwelling unit on the Lot. The Owner shall be responsible for determining the location of the septic tank on the Lot; provided, however, that Black Rock Utilities shall approve of the determined location. Black Rock Utilities shall be responsible for the completion of the initial construction of all sewer facilities located on the Owner's Lot, including but not limited to, a septic tank for holding effluent to be pumped into the Black Rock Utilities sewer main, the service line running from the septic tank to the shutoff valve located at or near the property line, and the pump and pumping system and appurtenances needed to pump the sewage from the septic tank to the sewer main and any control and alarm panels, wiring and electrical connections relating to the pumping system. If a pumping system is required, Black Rock Utilities shall install a pumping system that is in compliance with applicable requirements of the Department of Environmental Quality, and the County of Kootenai. The cost of all such construction of sewer facilities on any Lot by Black Rock Utilities shall be borne solely by the Owner. In addition, the Owner shall be responsible for construction of the service line running from the house to the septic tank.

11.4.3. **Sanitary Sewer – Ongoing Maintenance.** Upon completion of each phase of sanitary sewer construction, the sewer mains and shut off valves will be conveyed to, owned, operated, repaired, maintained and/or replaced by Black Rock Utilities. Black Rock Utilities shall also own, operate, repair, maintain and/or replace all sewer facilities on each Lot from the septic tank to the shut off valves. Replacement of any such equipment on any Lot shall be at the sole expense of the Owner. Each Owner shall be responsible for the operation, repair, maintenance and replacement of the service line running from the house to the septic tank on such Owner's Lot. Each Owner shall install, operate, repair, maintain and replace the sewer facilities for which that Owner is

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responsible in such a manner as to cause no injury to other property or the overall sewer system. Each Owner shall be in compliance with any ordinances, rules and regulations adopted by the Black Rock Utilities Board concerning the sewer system.

11.4.4. **Sanitary Sewer – Fees.** Upon completion of the sewer improvements in accordance with the regulations of the Department of Environmental Quality and Kootenai County, each Owner shall pay directly to Black Rock Utilities such amounts for sanitary sewer service, including monthly charges, and all other fees and charges as may be set from time to time by the Black Rock Utilities Board relating to sanitary sewer service.

11.5. **Water Service – Initial Construction.** Each Lot shall be served by a water system provided by Black Rock Utilities. Declarant shall be responsible for the initial construction of the water mains, the shutoff valve (curb stop) located at or near the property line of each Lot, and the service line running between the water main and the water meter. Black Rock Utilities shall be responsible for the installation of two water meters on each Lot, one for potable water and one for irrigation water. The Owner shall be responsible for the cost of the meters and the installation. The Owner shall also be responsible for the initial construction of all water facilities located on that Owner's Lot, including but not limited to the service line running from the house to the water meter located at or near the property line, and, if required, the individual pressure reducing valve and appurtenant shutoff valves, pipes and fittings. If a pressure reducing valve is required in order to reduce the water pressure to a maximum of 80 pounds per square inch, the Owner shall furnish and install the valve so that it has an external (outside the house) point of discharge. Internal (inside the house) points of discharge are not permitted for pressure-reducing valves, and neither Declarant, nor the Association, nor Black Rock Utilities shall be responsible for any damages that may occur from malfunctioning or improperly designed or installed pressure-reducing valves.

11.5.1. **Potable Water.** Potable water is defined as water that is reasonably necessary to support a single-family residence, such as drinking water and water for cooking, bathing, laundry and sanitary uses.

11.5.2. **Potable Water Service – Ongoing Maintenance.** As set forth in Section 11.1.1, the water mains for potable water service, the water meters for such service, and the service line running between the water main and the water meters will be conveyed to, owned by, and subject to the control of the Black Rock Utilities. Black Rock Utilities will also be responsible for the replacement, repair and maintenance of the water meter for potable water on each Lot. The cost of any such replacement, repair or maintenance, however, shall be the responsibility of the Owner. Each Owner shall also be responsible for the operation, repair, maintenance and replacement of all water facilities located on the Owner's Lot, including but not limited to the service line running from the house to

the water meter located at or near the property line, and, if required, the individual pressure reducing valve and appurtenances. Each Owner agrees to install, operate, repair, maintain and replace the water facilities for which such Owner is responsible in such a manner as to cause no injury to other property or the overall water system, and to be in compliance with any rules and regulations adopted by the Black Rock Utilities Board concerning the water system.

**11.5.3. Potable Water Service – Fees.** Each Owner shall pay to Black Rock Utilities such amounts for water meter installation and replacement and such fees for potable water service, including monthly charges and all other fees and charges, as may be set from time to time by Black Rock Utilities relating to potable water service. All such charges shall be considered Assessments, as provided in Article 14 herein.

**11.5.4. Potable Water Meter.** Water usage shall be separately metered for each Lot. After the required installation and meter fees are paid, Black Rock Utilities shall supply and install a water meter which is National Sanitation Foundation approved, and shall further initiate water service. All meters will be installed and located at or near the property line. Black Rock Utilities shall be responsible for the operation, repair, maintenance and replacement of the water meter so that the water meter will at all times be in compliance with the applicable requirements of the Department of Environmental Quality, the County of Kootenai and Black Rock Utilities. However, the cost of the water meter and the cost of replacement of any such water meter shall be the responsibility of the Owner. Each Owner shall cooperate in permitting the Declarant and/or the Black Rock Utilities to periodically read the water meter to determine water usage. Black Rock Utilities may, but shall not be required to, take into account the amount of water usage in determining the fees and charges to be made for sewer and/or water service.

**11.5.5. Irrigation Water Service – Ongoing Maintenance.** As set forth in Section 11.1.1. above, the water mains for irrigation water service and the service line running between the water main and the water meters will be conveyed to, owned by, and subject to the control of Black Rock Utilities. Black Rock Utilities will also own and be responsible for the replacement, repair and maintenance of the water meter for irrigation water on each Lot. The cost of any water meter replacement, however, shall be the responsibility of the Owner. Each Owner shall also be responsible for the operation, repair, maintenance and replacement of all water facilities located on such Owner's Lot, including but not limited to the service line running from the house to the water meter located at or near the property line; and, if required, the individual pressure reducing valve and appurtenances. Each Owner agrees to install, operate, repair, maintain and replace the water facilities for which that Owner is responsible in such a manner as to cause no injury to other property or the overall water system, and to be in compliance with any rules and

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regulations adopted by the Black Rock Utilities Board concerning the water system.

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.

11.5.7. **Irrigation Water Service – Fees.** Each Owner shall pay to Black Rock Utilities such amounts for water meter installation and replacement and such fees for irrigation water service, including monthly charges and all other fees and charges as may be set from time to time by Black Rock Utilities relating to irrigation water service. All such charges shall be considered Assessments, as provided in Article 14 herein.

11.5.8. **Irrigation Water Meter.** Irrigation water usage shall be separately metered for each Lot. After the required installation and water meter fees are paid, Black Rock Utilities shall supply and install a water meter and shall initiate services. All meters will be installed and located at or near the property line. Black Rock Utilities shall be responsible for the operation, repair, maintenance and replacement of the water meter so that the water meter will at all times be in compliance with the applicable requirements of the Department of Environmental Quality, the County of Kootenai and Black Rock Utilities, provided, however, that the cost of the water meter and the cost of replacement of any such water meter shall be the responsibility of the Owner. Each Owner shall cooperate in permitting Black Rock Utilities to periodically read the water meter to determine water usage. Black Rock Utilities may, but shall not be required to, take into account the amount of water usage in determining the fees and charges to be made for sewer and/or water service.

11.5.9. **Landscaping Use.** Only irrigation water shall be used for any and all landscaping, including Common Areas.

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.

11.6. **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 Lot Owner upon receipt of such notification in writing. Any unauthorized hook-up will result in fines being levied by Black Rock Utilities and may result in termination of service or prosecution, or both. In the event of court action as a result of an unauthorized hook-up, then all costs and expenses, including actual attorneys'

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fees and legal assistants' fees incurred by Black Rock Utilities in connection with such action shall be paid by the violating Owner.

11.7. **Owner Repairs.** Owner shall immediately notify Association of any leaks or breaks in the service lines and/or residence lines for which Owner may or may not be responsible. If Owner fails to repair any leaks or breaks for which Owner is responsible, Association has the right to enter onto Owner's property and make any and all repairs necessary to preclude water waste or damage, and will bill Owner for said repairs. Owner will be responsible to reimburse Black Rock Utilities for repairs within thirty (30) days, and any such amount incurred shall be deemed Assessments as provided in Article 14 herein.

11.8. **Use of Water 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/damage caused to the Association, Black Rock Utilities, the Club or other third parties by water used for fire fighting on Owner's Lot.

11.9. **No Liability for Interruption of Service.** 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 and Black Rock Utilities 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 and/or Black Rock Utilities related in any fashion to the provision or lack of provision of water service.

## ARTICLE 12.

### PROPERTY USE MAINTENANCE AND RESTRICTIONS

12.1. **General Restriction.** The Property will be used only for the purposes set forth in this Declaration, as permitted by the applicable ordinances of the County of Kootenai, the laws of the State of Idaho and the United States, and as set forth in the Black Rock Documents or other specific recorded covenants affecting all or any part of the Property.

12.2. **Use of Lots.** Each Lot may be used only for the purposes permitted by the applicable zoning, including any applicable planned unit development. In the event of a conflict between any provision of the applicable planned unit development and any provision of this Declaration, the more restrictive provision shall control. Lease of a Dwelling Unit shall not be considered a business or trade within the meaning of this subsection.

12.3. **Motorized Vehicles.** No trucks, trail bikes, recreational vehicles, motor homes, motor coaches, snowmobiles, campers, trailers, boats or boat trailers or similar vehicles, other than passenger automobiles or pickup or utility trucks with a capacity of one ton or less, or any other motorized vehicles will be

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parked, stored or in a manner kept or placed on any portion of the Property except in an enclosed garage. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to the Property or to Declarant or the other Owners.

No snowmobiles or off-road vehicles will be allowed to operate anywhere in the Property, except for emergency purposes or in areas specifically designated for such purposes by the Board. Motorcycles may be used on roads in the Property only for transportation to and from a dwelling and shall be operated in a quiet manner and in compliance with the rules of the road.

Motorcycles are only permitted to leave from or arrive at the Property. All other starting and running of motorcycles on any Lot shall be strictly prohibited.

No unlicensed driver shall operate any motorized vehicle on the Property. Only current licensed vehicles shall be on the Property.

Declarant may, but will not be obligated to, include among the Common Area parcels of real estate, one or more walking trail(s), one or more horse trails, other amenities and open space areas. The walking trail located within the Property shall be for the use and enjoyment of all Owners and shall be used strictly for walking, running and jogging. Motorized apparatus of any kind, as well as skateboards, roller blades and the like is strictly prohibited on the trails. All users will use the trails at their own risk.

12.4. **Parking.** No overnight on-street parking shall be allowed in the Project nor shall parking be allowed in cul-de-sacs.

12.5. **Automobile Repair, Abandoned, Inoperable, or Oversized Vehicles.** No work on automobiles or other vehicle repair will be performed in any visible or exposed portion of Community except in emergencies. All repair work shall be done in Owner's garage or off the Property. No abandoned or inoperable vehicles of any kind will be stored or park on or any portion of the Property, except as provided below. "Abandoned or inoperable vehicle" is defined as any vehicle that has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this will not include vehicles parked by Owners while on vacation or residing away from Community. A written notice describing the "abandoned or inoperable vehicle" and requesting its removal may be personally served by the Association upon the Owner or posted on the unused vehicle. If such vehicle has not been removed within 72 hours after notice has been given, the Association will have the right to remove the vehicle without liability, and the expense of removal will be a Default Assessment charged against the Owner as provided in Section 14.5. All unsightly or oversized vehicles, snow removal equipment, garden maintenance equipment, and all other unsightly equipment and machinery may be required by Declarant or the Board of Directors to be stored at a designated location or locations.

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"Oversized" vehicles, for purposes of this Section, will be vehicles that are too high to clear the entrance to the Owner's garage.

12.6. **Excavation.** No excavation will be made except in connection with Improvements approved as provided in these covenants. For purposes of this Section, "excavation" means any disturbance of the surface of the land that results in a removal of earth, rock, or other substance a depth of more than 18 inches below the natural surface of the land.

12.7. **Electrical, Television, and Telephone Service.** All electrical, television, and telephone service installations will be placed underground.

12.7.1. **Permanent Electric Service Obligation.** Each Lot must connect for permanent electric service within seventy-two (72) months after the electric backbone system serving such Lot is complete and energized. The Association will provide written notice of the date of such completion applicable to each Lot. In the event that a Lot has not connected for permanent electric service within the applicable period, the Owner shall be responsible for payment of a fee of Two Thousand Three Hundred Fifty and No/100ths Dollars (\$2,350.00) to Kootenai Electric Cooperative, Inc.

12.7.2. **Interest on Obligation.** The amount of the fee set forth in section 12.7.1. above shall accrue interest at the rate of one and one-half percent (1 ½%) per month from the date such fee becomes due and payable.

12.7.3. **Lien to Secure Obligation.** In order to secure payment of the fee set forth in section 12.7.1. above and any interest accrued thereon, Kootenai Electric Cooperative, Inc., or its successor electric provider, shall have a lien on any Lot for the amount of such fee ("Electric Lien") if such fee is not paid within thirty (30) days of the end of the applicable seventy-two (72) month period. Kootenai Electric Cooperative, Inc. may record notice of such Electric Lien in the office of the Kootenai County Recorder and such lien shall encumber the Lot until the obligation underlying such lien has been paid in full. Said lien may be foreclosed in the same manner as foreclosure of mortgages and other liens as provided in Title 6, Chapter 1 of the Idaho Code.

12.7.4. **Attorneys' Fees and Costs to Prevailing Party.** In the event a foreclosure action is instituted to foreclose a lien created as set forth in section 12.7.3., the prevailing party in such action shall be entitled to recover its legal costs and reasonable attorneys' fees related to such action.

12.8. **Sanitary Sewer.** Each structure designed for occupancy will connect with Black Rock Utilities. No drainfields shall be permitted on any residential Lots.

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12.9. **Water and Wells.** Each structure designed for occupancy will connect with Black Rock Utilities. No wells from which water, oil or gas is produced shall be permitted on any residential Lots. Declarant, the Association, and their assigns, through Black Rock Utilities, will own, install, maintain and operate all water wells, water works, storage tanks, reservoirs, or other water facilities in the Common Area.

12.10. **Signs.** Signs of any kind, including but not limited to, advertising for sale of Lots, homes, construction/contractors signs or the like are strictly prohibited.

12.11. **Animals and Pets.** All pets (animals, birds, reptiles or living creatures of any kind) kept within any Dwelling Unit or Lot in the common areas are subject to the following restrictions.

12.11.1. **Allowed Pets.** Raising or housing of any animal on a commercial basis, including, without limitation, kenneling and breeding, is prohibited. No animals, livestock, or poultry of any kind will be kept on any portion of the Property, other than domestic household pets.

12.11.2. **Limitation of Number of Pets.** No more than three (3) domestic household pets are allowed per Dwelling Unit.

12.11.3. **Containment.** Domestic household pets shall be kept within the Building Envelope perimeter on the Owner's Lot and shall not be permitted to run at large at any time. Dogs that are leashed may not be left unattended. Underground electric fencing may be used around the perimeter of the Building Envelope. Pets shall be managed and controlled in such a way as to not become a nuisance due to excessive noise, odors or any other characteristics that may impair the enjoyment of the Property by other Owners.

12.11.4. **Leashes.** Pedestrians within the Property who are accompanied by dogs must have the dogs under the pedestrians' direct control by use of a leash not to exceed 10 feet in length.

12.11.5. **Right for Removal.** The Association may at any time require the removal of any pet which it finds to be disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain.

12.11.6. **Damage by Pets.** Owners and their guests are responsible for any damage to the Common Areas, to other real or personal property, or to individuals within the Property caused by their pets.

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12.11.7. **Alterations to Common Area.** Nothing shall be altered or constructed in a Common Area to house or accommodate pets.

12.11.8. **Wildlife Attractants and Repellants.** The use of wildlife attractants such as salt licks is prohibited. The use of devices intended to repel wildlife, such as deer whistles, etc., is also prohibited. In the event of wildlife constituting a nuisance or potential harm, appropriate animal control services may be utilized. This provision shall not include bird feeders.

12.12. **No Outside Clothesline.** No laundry or wash will be dried or hung outside any Dwelling Unit.

12.13. **Antenna.** Standard TV antennas and satellite dishes which are one meter in diameter or less shall be permitted on the Property; however, such over-the-air reception devices shall comply with all Design Guidelines, screening requirements, and other applicable restrictions pertaining to the location and manner of installation. Declarant and/or the Association shall have the right, without obligation to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Property, should any master system or systems be utilized by the Association and require such exterior apparatus.

12.14. **Window Coverings.** Windows shall be covered by drapes, blinds, shades or shutters or as approved by Design Committee and shall not be covered with foil, cardboard or similar material.

12.15. **Noise.** No use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound-producing device, so as to be audible to occupants of other Dwelling Units, except for security alarm device used exclusively for security purposes, will be permitted on any portion of the Property.

12.16. **Drainage.** No Owner will do or permit any work, place any landscaping or install any other improvements or suffer the existence of any condition whatsoever which will alter or interfere with the drainage pattern of the Property, except to the extent such alteration and drainage pattern is approved in writing by the Design Committee or the Board of Directors, and except for the right which is hereby reserved to Declarant to alter or change the drainage patterns.

12.17. **Construction Regulations of the Design Guidelines.** All Owners and contractors will comply with the portions of the Design Guidelines regulating construction activities. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors and Owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection.

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12.18. **Blasting.** If any blasting is to occur, the Association, Design Committee and Declarant will be informed far enough in advance to allow them to make such investigation as they deem necessary to confirm that appropriate protective measures have been taken prior to the blasting. Notwithstanding the foregoing, no approval of any blasting by Association, Declarant or the Design Committee will in any way release the person conducting the blasting from any liability in connection with the blasting, nor will such approval in any way be deemed to make Association, Declarant or the Design Committee liable for any damage which may occur from blasting, and the person doing the blasting will defend, hold harmless and indemnify Association, Declarant and the Design Committee from any such expense or liability.

12.19. **Temporary Structures.** No temporary structures will be permitted except as may be determined to be necessary during construction and as specifically authorized by the Design Committee, and except as necessary for the exercise by Declarant of the Special Declarant Rights.

12.20. **Trash.** No trash, ashes, garbage, construction materials or other refuse will be thrown or dumped on any land or area within the Property. The Association will cooperate in and encourage programs to recycle trash and other refuse. There will be no burning or other disposal of refuse out of doors. Each Owner will provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles will be screened from the public view and from the wind and protected from animal and other disturbance.

12.21. **Outside Burning.** There will be no exterior fires, except barbeques, outside fireplaces, and the like which shall be contained within these facilities or receptacles and in areas designated and approved by the Design Committee. No Owner will permit any condition upon its portion of the Property that creates a fire hazard or is in violation of fire prevention codes or regulations.

12.22. **Fertilizers and Pesticides.** Application of fertilizers or pesticides within the Property should be minimized and may be applied to landscaping provided care is taken to minimize runoff.

12.23. **Snow Clearance.** Snow clearance and/or removal is the responsibility of the Association (excluding private driveways), and Owners shall not clear or remove snow from Owners' driveways or walkways onto Common Areas or roads within the Property.

12.24. **Compliance with Laws.** Subject to the rights of reasonable contest, each Owner will comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property.

Without limiting the generality of the foregoing, each Owner will abide by any wildlife regulations imposed by the Declarant, and/or the Association or any agency or authority having jurisdiction over the Property. Further, no Owner will

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dispose or allow any person under the Owner's control or direction to release, discharge or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

12.25. **Obstructions.** There will be no obstruction of any walkways or paths or interference with the free use of those walkways and paths except as may be reasonably required in connection with repairs. The Owners, their families, tenants, guests and invitees are granted nonexclusive easements to use the walkways and paths within the Property, subject to such rules as the Board may adopt from time to time.

12.26. **Camping and Picnicking.** No camping or picnicking will be allowed within the Property except in those areas designated for such purposes. The Board, in its discretion, may ban or permit public assemblies and rallies within the Property.

12.27. **Building Code.** All improvements shall be constructed in accordance with the then applicable building codes of the governmental entity having jurisdiction, or if no such building codes are in effect, then in accordance with the Uniform Building Code. At present, the County of Kootenai has adopted a building code. All development of the Property shall be in accordance with the Kootenai County building code and building permits shall be obtained as provided in the Kootenai County building code. All development of the Property shall also be in accordance with the Kootenai County zoning regulations applicable to the Property and the provisions of the applicable Planned Unit Development.

12.28. **Clear Vision Area and Cul-de-sacs.** Owners shall cooperate in creating and maintaining a triangular "clear vision" area to be established and maintained at all road intersections and switchback curves, such that each of the two road sides has a distance of 40 feet measured from the point of intersection (or the midpoint of the switchback curve) along the road centerlines of each road. Cul-de-sacs shall be kept unobstructed at all times.

12.29. **Nuisance.** No obnoxious or offensive activity will be carried on within the Property, nor will anything be done or permitted which will constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants.

12.30. **General Practices Prohibited.** The following practices are prohibited at Black Rock:

12.30.1. Allowing construction suppliers and contractors to clean their equipment other than at a location designated for that purpose by the Design Committee;

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12.30.2. Removing any rock, plant material, top soil or similar items from any property of others;

12.30.3. Use of surface water for construction; or

12.30.4. Careless disposition of cigarettes and other flammable materials.

12.30.5. Littering.

**12.31. Use of Property During Construction.** It will be expressly permissible and proper for Declarant and any Owner acting with the prior written consent of the Design Committee, and their respective employees, agents, independent contractors, successors and assigns involved in the construction of Improvements on, or the providing of utility service to, the Property, the Expansion Property, if any, or other real property owned by Declarant, to perform such activities and to maintain upon portions of the Property as they deem necessary, such facilities as may be reasonably required, convenient, necessary or incidental to such construction and development of the Property. This permission specifically includes, without limiting the generality of the foregoing, maintaining storage areas, construction yards and equipment and signs. However, no activity will be performed and no facility will be maintained on any portion of the Property in such a way as to unreasonably interfere with or disturb any purchaser or Owner of a Lot, or to unreasonably interfere with the use, enjoyment or access of such Owner or his tenants, employees, guests, or business invites, of and to his Lot. If any Owner's use under this provision is deemed objectionable by the Design Committee, then the Design Committee, in its sole discretion, may withdraw this permission.

Notwithstanding the foregoing, this Section will not operate to prevent the exercise of any Special Declarant Rights.

**12.32. Partition or Combination of Lots.** No part of a Lot which is restricted in use to a single family dwelling may be partitioned or separated from any other part thereof. No such Lots may be combined, but the Owner of two or more contiguous Lots may build one single family Dwelling Unit on the contiguous Lots, upon complying with all applicable requirements of the County of Kootenai, and with all applicable Design Guidelines, including without limitation procedures for adjusting Building Envelopes otherwise drawn for the Lots to accommodate a larger Dwelling Unit, minimum and maximum limitations of living area that may be constructed on any given number of contiguous Lots, and measures necessary to preserve any easements reserved with respect to the contiguous Lots.

The fact that two or more contiguous Lots may be owned by one person and developed with one single family Dwelling Unit will not affect the number of votes or the amount of Assessments allocated to the Lots. If the Owner is required by the County of Kootenai or any other governmental authority or by a

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Mortgagee to replat the Lots in order to construct Improvements on them, the number of votes and the allocation of Assessments to the Lots after replatting will equal the sum of the votes and Assessments allocated to the Lots before the replatting. Each Lot will be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all appurtenant rights and interests created by law or by this Declaration, including the Owner's membership in the Association and the right to use the Common Area, and with the appropriate allocation of voting rights and liability for Assessments established for the Lot as provided in this Declaration.

12.33. Common Area - Covenants to Apply. The preceding provisions of this Article will apply to the Common Area.

12.34. Rental and Leasing. The Owner of a Lot will have the right to rent or lease his Lot, subject to the following conditions:

12.34.1. For Lots in areas designated on the Plat as being for single-family residential use, all lease or rental agreements must be in writing with a minimum term of at least six (6) months. For Lots in areas designated for multi-family residences, if any, the Owner of each such Lot may determine the appropriate lease term.

12.34.2. The lease or rental agreement shall be specifically subject to the Black Rock Documents, which shall be incorporated by reference therein, and any failure of a tenant to comply with the Black Rock Documents will be a default under the lease or rental agreement.

12.34.3. The Owner shall be liable for any violation of the Black Rock Documents committed by the Owner's tenant, without prejudice to the Owner's right to collect from tenant any sums paid by the Owner on behalf of the tenant.

12.35. Enforcement. The Association may take such actions as it deems advisable to enforce this Declaration. In addition, the Association will have a right of entry on any part of the Property for the purposes of enforcing this Article, and any costs incurred by the Association in connection with such enforcement which remain unpaid 30 days after the Association has given notice of the cost to the Owner and otherwise complied with this Declaration will be subject to interest at the Default Rate from the date of the advance by the Association through the date of payment in full by the Owner, and will be treated as a Default Assessment enforceable as provided in Article 14.

### ARTICLE 13. OWNERS' OBLIGATIONS FOR MAINTENANCE

13.1. Owner's Responsibility for Lot. Except as provided in the Black Rock Documents or by written agreement with the Association, all maintenance of a Lot and the Improvements located on it will be the sole responsibility of the

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Owner of the Lot. Each Owner will maintain its Lot in accordance with the community-wide standard of the Community. The Association may, at the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner does not satisfy such standard. Before assuming the maintenance responsibilities, the Board will notify the Owner in writing of its intention to do so, and if the Owner has not commenced and diligently pursued remedial action within thirty (30) days after receipt of such written notice, then the Association will proceed to assume such responsibilities. The expenses of the maintenance assumed by the Board will be reimbursed to the Association by the Owner within thirty (30) days after the Association notifies the Owner of the amount due, and any sum not reimbursed within that thirty (30) day period will bear interest at the Default Rate from the date of the expenditure until payment in full. Such charges will be a Default Assessment enforceable as provided in Article 14.

13.2. **Owner's Negligence.** If the need for maintenance, repair or replacement of any portion of the Common Area (including improvements located on it) arises because of the negligent or willful act or omission of an Owner or his family member, guest, invitee or tenant, then the expenses incurred by the Association for the maintenance, repair or replacement will be a personal obligation of that Owner. If the Owner fails to repay the expenses incurred by the Association within 30 days after the notice to the Owner of the amount owed, then those expenses will bear interest at the Default Rate from the date of the advance by the Association until payment by the responsible Owner in full, and all such expenses and interest will become a Default Assessment enforceable in accordance with Article 14.

#### ARTICLE 14. ASSESSMENTS

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.

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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.

**14.2. Purpose of Assessments.** The Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of Community, and to effect the provisions of the Black Rock Documents.

**14.3. Annual Assessments.**

**14.3.1. Calculation of Annual Assessments.** At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts for funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments, and the amount to be generated through the levy of Annual Assessments and Special Assessments. The Association is authorized to levy Annual Assessments equally against all Lots subject to assessment to fund the Common Expenses. In determining the Annual Assessment, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Annual Assessment for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future assessments due from Declarant or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send a copy of the final budget, together with notice of the amount of the Annual Assessment to be levied pursuant to such budget, to each Owner at least 30 days prior to the effective date of such budget.

The budget shall be determined by the Board of Directors annually in its sole discretion. If any Board fails for any reason to determine the

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budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

**14.3.2. Apportionment of Annual Assessments.** Each Owner will be responsible for that Owner's share of the Common Expenses, which will be divided equally among the Lots subject to Assessment pursuant to this Declaration. Accordingly, at any given time, an Owner's share of Common Expenses will be determined as a fraction, the numerator of which is the number of Lots owned by the Owner, and the denominator of which is the number of Lots platted before any combination of Lots and incorporated in the Project. Notwithstanding the preceding sentence, any Common Expenses or portion thereof benefiting fewer than all of the Lots will be assessed exclusively against the Lots benefited. Further, the costs of insurance may be assessed in proportion to risk, and the cost of utilities may be assessed in proportion to usage.

**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.

**14.3.4. Date of Commencement of Annual Assessments.** The Annual Assessments will commence on each Lot on a prorated basis for the current year on the first of the month following completion and transfer to the Association of any component of infrastructure serving such Lot and such Annual Assessments will continue thereafter annually as set forth in Section 14.3.3. above. Declarant will pay the Annual Assessments for Lots not sold at the time such Assessments become due and payable. Upon sale of such Lot to an Owner, a prorated Annual Assessment for the year of sale, based on the number of months remaining in said year, shall be collected from 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.

**14.3.5. Capitalization of the Association.** In accordance with Section 9.3., upon acquisition of record title to a Lot from Declarant or any seller after Declarant, each Owner will contribute to the working capital and reserves of the Association an amount equal to one-fourth of the amount of the Annual Assessment determined by the Board of Directors for the Lot for the year in which the Owner acquired title. The Association will maintain the working capital funds in segregated accounts to meet unforeseen expenditures or to acquire additional equipment of services for the benefit of the Members. Such payments to this fund will not be considered advance payments of Annual Assessments.

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14.4. Special Assessments.

14.4.1. Determination by Board. The Board of Directors may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or, after adopting and submitting a revised budget to the Association as may be required, to make up any shortfall in the current year's budget.

14.4.2. Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth for Annual Assessments in Section 14.3.2. Lots in a newly platted portion of the Expansion Project which is added to the Property shall not be subject to Special Assessments which preceded the recording of the new Plat, unless the Special Assessment is due in monthly or periodic installments in which case the Lots in the newly platted portion shall be subject to the Special Assessment only to the extent of the installments which become due after the recording of the Plat.

14.4.3. Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least 30 days prior to the due date if payable in a single payment, and at least 30 days prior to the first due date if payable in periodic installments.

14.5. Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Annual and Special Assessments) levied against an Owner pursuant to the Black Rock Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Black Rock Documents, and any expense (including without limitation attorneys' and legal assistants' fees) incurred by the Association as a result of the failure of an Owner to abide by the Black Rock Documents, constitutes a Default Assessment, enforceable as provided in this Declaration below.

14.6. Utility Assessments. All fees and charges levied by Black Rock Utilities for water and sewer facilities and services shall be considered Utility Assessments, and the provisions regarding remedies and liens for Assessments set forth in this Declaration shall apply to such Utility Assessments.

14.7. General Remedies of Association for Nonpayment of Assessment. Any installment of an Annual Assessment or a Special Assessment that is not paid within thirty (30) days after its due date will be delinquent. In the event that an Annual or Special Assessment becomes delinquent, or in the event any Default Assessment is established under this

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Declaration, the Association or Black Rock Utilities, as applicable, in its sole discretion, may take any or all of the following actions:

14.7.1. Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;

14.7.2. Charge interest from the date of delinquency at the Default Rate;

14.7.3. Suspend the voting rights of the Owner during any period of delinquency;

14.7.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;

14.7.5. Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;

14.7.6. File a Notice of Lien with respect of the Lot and foreclose as set forth in more detail below;

14.8. **Assessment Lien.** Any Assessment chargeable to a Lot will constitute a lien on the Lot, effective the due date of the Assessment. To evidence the lien, the Association or Black Rock Utilities, as applicable, may, but will not be obligated to, prepare and record, at the office of the Kootenai County Recorder a Notice of Lien with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association or Black Rock Utilities, as applicable, and the delinquent Assessment amounts then owing. Any such notice will be duly signed and acknowledged by an officer or Director of the Association or Black Rock Utilities, as applicable, or by the Manager of such entity, and will be served upon the Owner of the Lot by personal service or by certified or registered mail to the last known address of the Owner or Owners of the Lot and any holder of a prior perfected security interest. Thirty (30) days following the mailing of such notice to the Owner, the Association or Black Rock Utilities, as applicable, may proceed to foreclose the lien in the manner provided under Idaho law. The Association, or Black Rock Utilities, as applicable, will have the power and the right to bid on a Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey any such Lot.

14.9. **Successor's Liability for Assessment.** All successors to the fee simple title of a Lot, except as provided in Section 14.10, will be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' and legal assistants' fees against such Lot without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor will not be personal and will terminate upon termination of such successor's fee simple interest in the Lot. In addition, such successor will

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be entitled to rely on the statement of status of Assessments by or on behalf of the Association under Section 14.13.

14.10. **Waiver of Homestead Exemption: Subordination of the Lien.** The Assessment liens will be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Idaho, and to all other liens and encumbrances except the following:

14.10.1. **Prior Liens.** Liens and encumbrances recorded before the date of recording this Declaration;

14.10.2. **Tax, Governmental and Statutory Lien.** Liens for real estate taxes and other governmental assessments or charges duly imposed against the Lot by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

14.10.3. **First Mortgage Liens.** The lien for all sums unpaid on a First Mortgage recorded before the date on which the Assessment sought to be enforced became delinquent, including any and all advances made by the First Mortgagee, even though some or all of such advances may have been made subsequent to the date of attachment of the Association's lien.

With respect to Section 14.9, any First Mortgagee who acquires title to a Lot by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Lot free of any claims for unpaid Assessments, interest, late charges, costs, expenses, and attorneys' (and legal assistants') fees against the Lot which accrue prior to the time such First Mortgagee or purchaser acquires title to the Lot.

All other persons who hold a lien or encumbrance of any type not described in Sections 14.10.1. through 14.10.3. will be deemed to consent to the subordination of such lien or encumbrance to the Association's current and future Assessment liens, interest, late charges, costs, expenses, and attorneys' (and legal assistants') fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

14.11. **Reallocation of Assessments Secured by Extinguished Liens.** The sale or transfer of any Lot to enforce any of the liens to which the Assessment lien is subordinate will extinguish such Assessment lien as to installments that became due prior to such sale or transfer. The amount of such extinguished lien may be reallocated and assessed to all Lots as a Common Expense at the direction of the Board of Directors. However, no such sale or transfer will relieve the purchaser or transferee of a Lot from liability for, or the Lot from the lien of, Assessments made after the sale or transfer.

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14.12. Exempt Property. The following portions of the Property will be exempt from the Assessments, charges, and liens created under this Declaration:

14.12.1. All utility lines and easements; and

14.12.2. Common Area.

14.13. Statement of Status of Assessments. The Association will furnish to an Owner or his designee or to any Mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or Mortgagee has an interest. The Association will deliver the statement personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party within 14 business days after the registered agent of the Association receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested. The information contained in such statement, when signed by an officer or director of the Association or the Manager, will be conclusive upon the Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

14.14. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice will not be deemed a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

#### ARTICLE 15. PROPERTY RIGHTS OF OWNERS

15.1. Owners' Easements of Access and Enjoyment. Every Owner has a perpetual, non-exclusive easement for access to and from his Lot and for the use and enjoyment of the Common Area by all Owners of said Lot, their families, guests, invitees, tenants and employees. Said easement is appurtenant to and will pass with the title to said Lot, subject to the provisions set forth in this Article.

15.2. Easements of Record and of Use. The Property shall be subject to all easements shown on any recorded Plat and to any other easements of record or of use as of the date of recordation of this Declaration.

15.3. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

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15.4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots or any Lot and the Club Property due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of, an Owner, occupant, or the Association.

15.5. Easements for Utilities, Etc. There are hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A" of this Declaration, the Association, and the designees of each (including, without limitation, any utility) access and maintenance easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of replacing, repairing and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, trails, lakes, ponds, wetlands, drainage systems, street lights, signage and all utilities, including but not limited to water, sewers, meter boxes, telephone, gas and electricity and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property. Declarant further hereby reserves an easement in favor of itself, the Association, and the designees of each, upon, across, over and under all of the Property for the creation, use and maintenance of wildlife corridors, winter wildlife ranges, and natural wildlife habitats. The foregoing easements may traverse the private property of any Owner; provided, however, an easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the exercise of an easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of an easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner of occupant.

Declarant specifically reserves the right to convey to Black Rock Utilities, electric company, and cable television or communications systems supplier easements across the Property for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the Dwelling Unit on any Lot, nor shall any utilities be installed or relocated on the Property, except as approved by the Board or Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement over the Property without creating a conflict with the terms hereof. The easements provided for in this

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Article shall in no way adversely affect any other validly recorded easement on the Property.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to any local, state or federal governmental or quasi-governmental entity.

15.6. Easements for Pond Maintenance and Flood Water. The Declarant reserves for itself and its successors, assigns, and designees the non-exclusive right and easement, but not the obligation, to enter upon the ponds, streams, and wetlands located within the Common Area to (i) install, keep, maintain and replace pumps in order to provide water for irrigation of any of the Lots or Common Areas; (ii) construct, maintain, and repair any bulkhead, wall, dam or other structure retaining water; and (iii) remove trash and other debris there from and fulfill their maintenance responsibilities as provided in this Declaration. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Period of Declarant control shall cease subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the ponds, streams or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the Dwelling Units thereon) adjacent to or within one hundred feet of, ponds and streams within the Properties, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the ponds, streams and wetlands within the Common Area; (c) maintain and landscape the slopes and banks pertaining to such ponds, streams and wetlands; and (d) enter upon and across such portions of the Property for the purpose of exercising their rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant, Association or any other Person liable for damage resulting from flooding due to heavy rainfall, or other natural disasters.

15.7. Easements to Serve Expansion Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, designees, successors, assigns, licensees, and mortgagees an easement over the Common Area for the purposes of enjoyment, use, access and development of such Expansion Property as Declarant may designate in the future. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connection and installation of utilities on such property. Declarant and its successors or assigns shall be

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responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property.

15.8. Easements for Club Property.

15.8.1. Every Lot and the Common Area, are burdened with an easement permitting golf balls unintentionally to come upon the Lots, or Common Area adjacent to the Club Property, and for golfers, at reasonable times and in a reasonable manner, to come upon the exterior portions of a Lot, or Common Area to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Declarant, the Association, or its Members (in their capacity as such); The Club at Black Rock, L.L.C., its successors, successors-in-title to the Club Property, or assigns; any successor Declarant, or any other person or entity submitting property to this Declaration, by Builder or contractor (in their capacities as such); any officer, director or partner of any of the foregoing, or any officer or director of any partner.

15.8.2. The owner of the Club Property, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of the Club Property.

15.8.3. The Lots immediately adjacent to the Club Property are hereby burdened with a non-exclusive easement in favor of the Club Property for overspray of water from any irrigation system serving the Club Property. Under no circumstances shall the Association or the owner of the Club Property be held liable for any damage or injury resulting from overspray or the exercise of this easement.

15.8.4. The owner of the Club Property, its respective successors and assigns shall have a perpetual, exclusive easement of access over the Property for the purpose of retrieving golf balls from bodies of water within the Common Area lying within range of golf balls hit from the Club Property.

15.9. Easements for Club Activities. The Club and its members (regardless of whether such members are Owners hereunder), their guests, invitees and the employees, agents, contractors and designees of the Club shall at all times have a right of a nonexclusive easement of access and use over all roadways located within the Property reasonably necessary to travel from/to the entrance to the Property from/to the Club, respectively, and over those portions of the Property (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of The Club. Without

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limiting the generality of the foregoing, members of the Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Property at reasonable times before, during and after functions held by/at the Club, which may include, without limitation, golf tournaments.

15.10. **Right of Entry.** The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article 15 hereof, and to inspect for the purpose of ensuring compliance with this Declaration, as amended from time to time, any Supplemental Declaration, as amended from time to time, the Bylaws, the Design Guidelines, and any rules governed by this Declaration, which right may be exercised by any member of the Board, the Association, officers, agents, employees and managers and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any Dwelling Unit without permission of the Owner except by emergency personnel acting in their official capacities.

**ARTICLE 16.  
SPECIAL DECLARANT RIGHTS  
AND ADDITIONAL RESERVED RIGHTS**

16.1. **General Provisions.** Until the expiration of the Period of Declarant Control, Declarant will have the following Special Declarant Rights:

16.1.1. **Completion of Improvement.** The right to complete Improvements as indicated on any Plat filed with respect to the Property, including, if any, the Expansion Property:

16.1.2. **Development Rights.** The right to exercise all development rights in connection with the development of the Community (referred to here as "Development Rights"), including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

(a) The right to annex all or part of the Expansion Property, if any, to the Project, in accordance with Article 22.

(b) The right to create Lots and Common Area on the Property, including, if any, the Expansion Property.

(c) The right to subdivide Lots and convert Lots into Common Area on any part of the Property, including, if any, the Expansion Property.

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(d) The right to withdraw real estate, whether contained within the Property initially subject to this Declaration or within the Expansion Property, if any, from Community, as provided in Article 22.

(e) The exclusive right to modify road, water, sewer, dry utilities and fire systems in accordance with any requirements of Kootenai County or any other governing agency having jurisdiction for such systems.

(f) The right to develop the Property and/or the Expansion Property in such phases as Declarant deems appropriate.

16.1.3. **Sales Activities.** The right to maintain sales and management offices, signs advertising the project and model residences on the Common Area and on Lots owned by Declarant, whether contained within the Property initially subject to this Declaration, or within the Expansion Property, if any.

16.1.4. **Easements.** The right to use easements through the Common Area on the Property, including the Expansion Property, if any, for the purpose of making improvements on the Property and the Expansion Property, if any.

16.1.5. **Association Directors and Officers.** The right to appoint any officer or Director of the Association, as provided in this Declaration or the Bylaws.

16.1.6. **Order of Exercise of Declarant's Rights.** Declarant makes no representations and gives no assurances regarding the legal description or the boundaries of any phase of the Expansion Property, if any, or the order or time in which the phases of the Expansion Property, if any, may be developed or incorporated in the Project, or whether or to what extent any of the Expansion Property, if any, will be developed or incorporated in the Project. Further, the fact that Declarant may exercise one or more of Declarant's Development Rights or other Special Declarant Rights on one portion of the Property (including the Expansion Property, if any) will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to any other portion of the Property (including the Expansion Property, if any).

16.2. **Supplemental Provisions Regarding Declarant's Rights.** Without limiting the generality of the foregoing, certain of these Special Declarant Rights are explained more fully in this Article below. Further, Declarant reserves the right to amend this Declaration and any Plat in connection with the exercise of any Development Right or any other Special Declarant Right, and Declarant

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also reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Declaration.

16.3. **Reservation for Expansion and Construction.** Declarant hereby reserves for itself and its successors and assigns and for Owners in all future phases of Community a perpetual easement and right-of-way for access over, upon and across the Property, including the Expansion Property, if any, for construction, utilities, drainage, ingress and egress, and for the use of the Common Area, including Common Area located within the Expansion Property, if any. The location of these easements and right-of-ways may be made certain by Declarant or the Association by instruments recorded in Kootenai County, Idaho.

Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility, ingress and egress, and other easements over and across the Common Areas, and to create other reservations, exceptions, and exclusions convenient or necessary for the use and operation of any other property of Declarant.

16.4. **Reservations of Easements, Exceptions, and Exclusions for Utilities, Infrastructure and Access.** Declarant reserves for itself and its successors and assigns, and hereby grants to the Association, acting through the Board of Directors, the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Area, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Owners and the Association, in order to serve the Owners within Community as initially built and expanded.

Declarant also reserves for itself and its successors and assigns, and grants to the Association, the concurrent right to establish from time to time, by instruments recorded in Kootenai County, Idaho, such easements, permits or licenses over the Common Area for access by certain persons (other than Owners and Owners' families and guests) who may be permitted to use designated portions of the Common Area as contemplated under this Declaration.

16.5. **Maintenance Easement.** An easement is hereby reserved by Declarant for itself and its successors and assigns and granted to the Association, and any member of the Board of Directors or Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Black Rock Documents, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Lot, as required by the Black Rock Documents. A further easement is hereby reserved to Declarant for itself and its successors and

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assigns, and granted to the owner of the planned Club Property to be located upon the Lots described on the Plat as Club Property Parcel A and Club Property Parcel B, and to their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate for construction, maintenance and repair of the planned Club Property (including clubhouse and other improvements and amenities) in such manner and at such times of the day or night as may be deemed appropriate in the sole discretion of the owner of the planned Club Property.

**16.6. Drainage Easement.** An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts will be made to use this easement so as not to disturb the uses of the Owners, the Association and Declarant, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a slightly and usable condition as soon as reasonably possible following such work. Declarant, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Board of Directors prior to undertaking such drainage work, which approval will not be unreasonably withheld.

**16.7. Declarant's Right Incident to Construction.** Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by Declarant; provided, however, that no such rights will be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his family, tenants, employees, guests, or invitees.

**16.8. Easements Deemed Created.** All conveyances of Lots hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

#### ARTICLE 17. CLUB PROPERTY

**17.1. Club Property.** The golf course planned by Declarant will be privately owned and operated by the Club and is not a part of the Common Area hereunder. Nothing in this Declaration nor any designation or reference on any Plat, Final Development Plan, Black Rock Document, planned unit development document, approval document issued by any government entity, drawing,

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advertisement, brochure, or any other document in any way relating to Community or any oral representation of any agent of the Declarant or any party related to Declarant shall give rise to any right, whether expressed or implied, of an Owner to play golf, have access to the Club Property, become a member of the Club, require the Declarant to construct or maintain the area as a Club Property, or otherwise impose any obligation of Declarant relating in any way to the proposed Club Property. All arrangements relating to any Owner and the planned Club Property must be in writing signed by the owner of the planned Club Property and shall be separate and apart from the Black Rock Documents. The Club has the exclusive right to determine from time-to-time, in its sole discretion and without notice or approval of any change, how and by whom the Club Property shall be used. By way of example, but not limitation, the Club has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of Lots, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Club Property, to transfer any or all of its rights to the Club Property or the operation thereof to anyone and on any terms which it deems appropriate, to limit the availability of use privileges, and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for the use privileges. **OWNERSHIP OF A LOT OR ANY PORTION OF THE PROPERTY OR MEMBERSHIP IN THE ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB PROPERTY, OR TO ACQUIRE A MEMBERSHIP IN THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB PROPERTY.**

17.2. **Acknowledgments.** Each Owner, by acceptance of a deed or recorded contract of sale to a Lot acknowledges:

17.2.1. That privileges to use the Club Property shall be subject to the terms and conditions of the membership documents for the Club, as the same may be amended from time-to-time (the "Membership Plan Documents"). Acquisition of a membership in the Club requires the payment of a membership deposit, and the membership dues, fees and charges. These amounts shall be determined by the Club as set forth in the Membership Plan Documents for the Club. Notwithstanding the fact that the Club Property is open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner, by acquisition of title to a Lot, releases and discharges forever the Declarant, the Club and their partners, officers, directors, managers, employees, agents and affiliates, from: (1) any claim that the Club Property is, or must be, owned and/or operated by the Association or the Declarant, and (2) any claim that the Owners are entitled to use the Club Property by virtue of their ownership of a Lot without submitting a membership deposit, and paying dues, fees and charges established by the Club from time-to-time, and complying with the terms and conditions of the Membership Plan Documents for the Club.

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Each Owner and the Association shall jointly and severally indemnify, defend, hold harmless and reimburse on demand the Declarant, its partners, employees, agents, directors, shareholders, officers and affiliates and their successors and assigns, against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, attorney' fees and legal assistant fees and disbursements (even if incident to any appeals), that the Declarant, its partners, employees, agents, directors, shareholders, officers and affiliates shall incur or suffer, which arise out of, result from, or relate to any claim that because the Club Property is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Club Property must be owned and/or operated by the Association or the Declarant and/or that Owners may use the Club Property without acquiring a membership in the Club pursuant to the Club's Membership Plan Documents and paying the membership contribution or membership deposit, and dues, fees and charges established by the Club from time-to-time.

17.2.2. That any entry upon the Club Property without permission of the Club may be deemed a trespass, and each Owner shall refrain from, and shall cause all occupants of such Owner's Lot, their guests and invitees to refrain from, any unauthorized entry upon the Club Property.

17.2.3. That the proximity of Lots and Common Area to the Club Property results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, and that each Owner's use and enjoyment of his or her Lot and the Common Area may be limited as a result, and that neither the Association, Declarant nor the Club shall have any obligation to take steps to remove or alleviate such risks, nor shall they have any liability to an Owner or occupant of any Lot, their guests or invitees, for damage or injury resulting from errant golf balls being hit upon any Lots or Common Area. Each Owner expressly assumes the risks referenced herein.

17.2.4. That the Club and its designees may add to, remove or otherwise modify the landscaping, trees, and other features of the Club Property, including changing the location, configuration, size and elevation of bunkers, fairways and greens and constructing fences, and that neither the Club, Declarant, nor the Association, shall have any liability to Owner as a result of such modifications to the Club Property.

17.2.5. That there are no express or implied easements over the Club Property for view purposes, and no guarantee or representation is made by Declarant or any other person that any view over and across the Club Property will be preserved without impairment, and that neither the Club, Declarant nor the Association shall have any obligation to take any

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actions, including pruning or thinning trees or other landscaping, to preserve, create, or enhance views over the Club Property.

17.2.6. That no representations or warranties which are inconsistent with this Section, either verbal or written, have been made or are made by Declarant or the Association or by any person acting on behalf of any of the foregoing.

17.3. **Assumption of Risk and Indemnification.** Each Owner by its purchase of a Lot expressly assumes the risks associated with the Club Property (regardless of whether the Owner is using the Club Property) and agrees that neither Declarant, the Club, the Association, nor any of their affiliates or agents nor any other entity designing, construction, owning or managing the Club Property or planning or constructing the Owner's Lot shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or Common Area to the Club Property, including, without limitation, any claim arising, in whole or in part, from the negligence of Declarant, or any other entity designing, constructing, owning or managing the Club Property or planning or constructing the Owner's Lot. Owner hereby agrees to indemnify and hold harmless Declarant and any other entity owning or managing the Club Property against any and all claims by Owner's guests and invitees.

#### ARTICLE 18. INSURANCE AND FIDELITY BONDS

18.1. **Authority to Purchase.** All insurance policies relating to the Common Area will be purchased by the Board of Directors or its duly authorized agent, on behalf of the Association. The Board of Directors, the Manager and Declarant will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at demonstrably unreasonable costs.

18.2. **General Insurance Provisions.** All such insurance coverage obtained by the Board of Directors will be governed by the following provisions:

18.2.1. As long as Declarant owns any Lot, Declarant will be named as an additional insured on all such policies in the same manner as any other Owner.

18.2.2. The deductible, if any, on any insurance policy purchased by the Board of Directors may be treated as a Common Expense payable from Annual Assessments or Special Assessments, allocable to all of the

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Lots or to only some of the Lots, if the claims for damages arise from the negligence of particular Owners, or if the repairs benefit only particular Owners, or as an item to be paid from working capital reserves established by the Board of Directors. The Board of Directors shall, in its sole discretion, determine the treatment and allocation of any deductible.

18.3. **Physical Damage Insurance on Common Area.** The Association will obtain insurance for improvements within the Common Area with such coverages, limits, deductibles and other terms and conditions as the Board may determine from time to time.

18.4. **Liability Insurance.** The Association will obtain a comprehensive policy of public liability insurance and property damage insurance with such coverages, limits, deductibles, and terms and conditions as the Board of Directors may from time to time determine. Such insurance shall provide coverage to each member of the Board of Directors, the Association, the Manager, and their respective employees, agents, and all persons acting as agents against any liability to the public or the Owners, their guest, invitees, tenants, agents, and employees arising in connection with the ownership, operation, maintenance, or use of the Common Area, streets and roads and the Black Rock Utilities within Community and any other areas under the control of the Association. Declarant will be included in the coverage as an additional insured, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Area.

The Board of Directors will review the coverage limits from time-to-time, but generally, the Board will carry such amounts of insurance usually required by private institutional mortgage lenders on projects similar to Community, and in no event will such coverage be less than \$1,000,000.00 for all claims for bodily injury or property damage arising out of one occurrence.

18.5. **Fidelity Insurance.** Fidelity bonds or insurance coverage will be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, and employees, and on the part of those who are responsible for handling the funds of or administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds or insurance coverage will be required for the Manager and its officers, employees, and agents, as applicable. Such fidelity bonds or insurance coverage will name the Association as an obligee or insured and will be written in such amount as the Board may determine appropriate.

18.6. **Provisions Common to Physical Damage Insurance, Liability Insurance and Fidelity Insurance.** Any insurance coverage obtained by the Association under the preceding provisions of this Article will be subject to the following provisions and limitations:

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18.6.1. **Named Insured:** The named insured under any such policies will include Declarant, until all of the Lots in the Community have been conveyed, and the Association.

18.6.2. **Owner as Insured:** Each Owner will be an insured person with respect to liability arising out of the Owner's interest in the Common Area or membership in the Association.

18.6.3. **Authorized Representative:** The Association, or its authorized representative is hereby appointed as attorney-in-fact for the Owners and will have exclusive authority to negotiate losses on Owners behalf under such policies.

18.6.4. **Personal Liability Insurance of Officers and Directors.** To the extent obtainable at reasonable cost, appropriate officers' and directors' personal liability insurance will be obtained by the Association to protect the officers and Directors from personal liability in relation to their duties and responsibilities in acting as such officers and directors on behalf of the Association.

18.6.5. **Worker's Compensation Insurance.** The Association will obtain worker's compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

18.6.6. **Other Insurance.** The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it may deem appropriate with respect to the Association's responsibilities and duties.

18.6.7. **Insurance Obtained by Owners.** Each Owner will have the right to obtain insurance for such Owner's benefit, at such Owner's expense, covering the Owner's Lot and Improvement, personal property and personal liability. However, no insurance coverage obtained by an Owner will operate to decrease the amount which the Board of Directors, on behalf of all Owners, may realize under any policy maintained by the Board, otherwise effect any insurance coverage obtained by the Association or cause the diminution or termination of that coverage. Any such insurance obtained by an Owner will include a waiver of the particular insurance company's right to subrogation against Declarant, the Board of Directors, the Association, the Manager, and other Owners.

#### ARTICLE 19. ASSOCIATION AS ATTORNEY-IN-FACT

Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on the Common Area upon damage or destruction as provided in Article 20 or a

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complete or partial taking as provided in Article 21 below. Acceptance by any grantee of a deed or other instrument of conveyance from Declarant or from any Owner will constitute appointment of the Association as attorney-in-fact as provided in this Article. As attorney-in-fact, the Association will have full and complete authorization, right, and power to make, execute and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner that may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact.

**ARTICLE 20.  
DAMAGE OR DESTRUCTION**

**20.1. Damage or Destruction of Common Area.**

**20.1.1. Estimate of Damages or Destruction.** As soon as practical after an event causing damage to or destruction of any part of the Common Area, unless Association, in its sole judgment, believes the cost to repair such damage or destruction will not exceed \$2,000, Association will obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Common Area so damaged or destroyed. "Repair and reconstruction" as used in this Article will mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction.

**20.1.2. Repair and Reconstruction.** As soon as practical after obtaining estimates, the Association will diligently pursue to completion the repair and reconstruction of the damaged or destroyed improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner will be necessary. Assessments of the Association will not be abated during the period of insurance adjustments and repair and reconstruction.

**20.1.3. Funds for Repair and Reconstruction.** The proceeds received by the Association from any hazard insurance will be used for the purpose of repair, replacement and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to Section 14.4., levy, assess and collect in advance from all Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

**20.1.4. Disbursement of Funds for Repair and Reconstruction.** The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in Section 14.4

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constitute a fund for the payment of the costs of repair and reconstruction after casualty. It will be deemed that the first money disbursed in payment for the costs of repair and reconstruction will be made from Insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance will be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the Association under Section 14.4, or, if no Special Assessments were made, then in proportionate shares on the basis of the allocation to the Owners of Common Expenses under Section 14.3.2, first to any First Mortgagee that has paid any such Assessment pursuant to Section 23.1.2. below, and then to the Owners, as their interests appear.

20.1.5. Decision Not to Rebuild. If Declarant elects, during the Period of Declarant Control, and at all other times, Owners representing at least 67% of the votes in the Association agree in writing, not to repair and reconstruct damage to the Common Area and no alternative Improvements are authorized, then and in that event the Property will be restored to its natural state and maintained as an undeveloped portion of the Common Area by Association in a neat and attractive condition, and any remaining Insurance proceeds will be distributed in proportionate shares on the basis of the allocation to the Owners of the Common Expenses under Section 14.3.2, first to any First Mortgagee that has paid any such Assessment pursuant to Section 23.1.2. below, and then to the Owners, as their interests appear.

20.2. Danger or Destruction Affecting Lots. In the event of damage or destruction to the Improvements located on any Lot, the Owner thereof will promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within 180 days from the date of such damage or destruction, or if repair and reconstruction is commenced and then abandoned for a period of more than 90 days, then the Association may, after notice and hearing as provided in the Bylaws, impose a fine accruing at the rate of \$100.00 per day or such other rate imposed by the Board in compliance with the Bylaws, charged against the Owner of the Lot until repair and reconstruction is commenced, unless the Owner can prove to the satisfaction of the Association that such failure is due to circumstances beyond the Owner's control. Such fine will be a Default Assessment and lien against the Lot as provided in Section 14.5 above.

#### ARTICLE 21. CONDEMNATION

21.1. Rights of Owners. Whenever all or part of the Common Area is taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, each Owner will be entitled to notice of the taking, but the Association will act as attorney-in-fact for

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all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

**21.2. Partial Condemnation: Distribution of Award: Reconstruction**

The award made for such taking will be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless, within 60 days after such taking, Declarant so elects, during the Period of Declarant Control, and, at all other times, Owners representing at least 67% of the votes in the Association so agree, the Association will restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors. If such improvements are to be repaired or restored, the provisions in Article 20 above regarding the disbursements of funds with respect to casualty damage or destruction that is to be repaired will apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds will be distributed in proportionate shares on the basis of the allocation to the Owners of the Common Expenses under Section 14.3.2., first to any First Mortgagee that has paid any such Assessment pursuant to Section 23.1.2. below, and then to the Owners, as their interests appear.

**21.3. Complete Condemnation.** If all of Community is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration will terminate, and the portion of the condemnation award attributable to the Common Area will be distributed as provided in Section 21.2.

**ARTICLE 22.  
EXPANSION AND WITHDRAWAL**

**22.1. Reservation of Right to Expand.** Declarant reserves the right, but will not be obligated, to expand the effect of this Declaration to include all or part of the Expansion Property. The consent of the existing Lot Owners and Mortgagees will not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option. Declarant will have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded. Declarant will pay all taxes and other governmental assessments relating to the Expansion Property as long as Declarant is the owner of such property.

**22.2. Completion of Expansion.** When Declarant has determined that no further property shall be added to the Project, Declarant shall notify the Association in writing. Until such notice is given, Declarant retains the right to designate additional property as Expansion Property.

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22.3. **Declaration of Annexation.** Any expansion of the Project may be accomplished by recording a Declaration of Annexation and one or more supplemental Plats in the records of the Recorder of Kootenai County, Idaho, before the expiration of the Period of Declarant Control. The Declaration of Annexation will describe the real property to be annexed, submitting it to these Covenants and provide for voting rights and Assessment allocations consistent with Article 5 and 14 of this Declaration. The proportionate voting interest and allocation of Common Expenses for the other Lots will be adjusted accordingly. Such Declaration of Annexation will not require the consent of Owners, the Association, or the Board of Directors. Any such expansion will be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

22.4. **Withdrawal of Property.** Declarant reserves the right to withdraw from the jurisdiction of these Covenants any parcel of the Property (including the Expansion Property), provided, however, that no parcel may be withdrawn after it has been conveyed to an Owner.

### ARTICLE 23. MORTGAGEE PROTECTIONS

#### 23.1. **First Mortgagees' Rights.**

23.1.1. **Payment of Taxes and Insurance.** First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Area or Improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area. First Mortgagees making such payments will be owed immediate reimbursement from the Association.

23.1.2. **Cure of Delinquent Assessments.** A First Mortgage will be entitled to cure any delinquency of the Owner of the Lot encumbered by the First Mortgagee in the payment of Assessments. In that event, the First Mortgagee will be entitled to obtain a release from any lien perfected by reason of such delinquency.

23.2. **Title Taken by First Mortgagee.** Any First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the First Mortgage, including foreclosure of the First Mortgage, will be liable for all Assessments which become due and payable on or after the date title to the Lot vests in the First Mortgagee under the statutes of Idaho governing foreclosures, whether judicial or nonjudicial. Except as provided in the Act, such First Mortgagee will not be liable for any unpaid dues and charges attributable to the Lot which were due and payable prior to the date such title vests in the First Mortgagee.

**ARTICLE 24.  
ENFORCEMENT OF COVENANTS**

24.1. **Violations Deemed a Nuisance.** Every violation of the Black Rock Documents, including without limitation, this Declaration, is deemed to be a nuisance and is subject to all the remedies allowed at law or equity against any person responsible for such violation.

24.2. **Compliance.** Each Owner or other occupant of any part of the Property will comply with the provisions of this Declaration and the Black Rock Documents as the same may be amended from time to time.

24.3. **Failure to Comply.** Failure to comply with Black Rock Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Bylaws will be given to the delinquent party prior to commencing any legal proceedings.

24.4. **Who May Enforce.** Any action to enforce the Black Rock Documents may be brought by Declarant, the Board, or the Manager in the name of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Black Rock Documents, then the aggrieved Owner may bring such an action.

24.5. **Nonexclusive Remedies.** All the remedies set forth herein are cumulative and not exclusive.

24.6. **No Waiver.** The failure of the Board of Directors, Declarant, the Manager, or any aggrieved Owner to enforce the Black Rock Documents in any one or more instances will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Black Rock Documents at any future time.

24.7. **No Liability.** No member of the Board of Directors, the Declarant, the Manager or any Owner will be liable to any other Owner for the failure to enforce any of the Black Rock Documents at any time.

24.8. **Recovery of Costs.** If legal assistance is obtained to enforce any of the provisions of the Black Rock Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Black Rock Documents or the restraint of violations of the Black Rock Documents, 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.

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**ARTICLE 25.  
RESOLUTION OF DISPUTES**

25.1. **Hearing.** If any dispute or question arises between Members, or between Members and the Association, or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Black Rock Documents, 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.

25.2. **Arbitration.** All claims, disputes and other matters in question arising out of, or relating to this Declaration, which are not resolved in accordance with 25.1, or the breach of any provision of this Declaration 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.

25.2.1. **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.

**ARTICLE 26.  
DURATION OF THESE COVENANTS AND AMENDMENT**

26.1. **Term.** This Declaration and any amendments or supplements herein remain in effect from the date of recordation until the 50<sup>th</sup> anniversary of the date this Declaration is first recorded in the office of the Recorder of Kootenai County, Idaho. Thereafter this Declaration, as such may be amended from time to time, will be automatically extended for five successive periods of 10 years each, unless otherwise terminated or modified as provided below.

26.2. Amendment. Subject to Section 22.4, this Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property as follows:

26.2.1. Prior to Sale of Lots. Prior to the sale of any Lots (excluding any sale to a Successor Declarant), Declarant (including a Successor Declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the Property by recording in the records of Kootenai County, Idaho, a document signed by the Declarant stating the action taken.

26.2.2. After Sale of Lots but During Period of Declarant Control. After the sale of a Lot (excluding a sale to a Successor Declarant) but before expiration of the Period of Declarant Control, Declarant (including Successor Declarant) may terminate, extend, modify, amend or revoke this Declaration as to the whole or any portion of the Property. A copy of the document stating the action intended to be taken by the Declarant and a notice of the Owners' rights under this Section shall be mailed to each Owner by first class mail, postage prepaid, to the address of the Owner on the records of Association. Unless written objection is received by Declarant from the Owners holding 80% or more of the votes within 30 days of the mailing of the notice to the Owners, the action proposed to be taken by the Declarant shall be considered approved and shall become final. The Declarant shall then record in the records of Kootenai County, Idaho, a document stating the action taken, together with a certificate certifying that notice was given to the Owners as required herein and that fewer than 80% of the Owners objected to the action.

26.2.3. After the Period of Declarant Control. After the Period of Declarant Control, this Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property upon the written consent of Owners holding 67% or more of the votes in the Association. Any document will be immediately effective upon recording in the records of Kootenai County, Idaho, a copy of such executed and acknowledged by the necessary number of Owners, or alternatively, upon the recording in the records of Kootenai County, Idaho, of a copy of the document together with a certificate signed by an officer of the Association stating that the required number of consents of Owners were obtained.

26.3. Declarant's Approval. Notwithstanding the provisions of Section 22.2, no termination, extension, modification or amendment of this Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is first obtained.

26.4. County Approval. Notwithstanding the provisions of Section 22.2, the covenants contained herein which are required to be

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contained herein by the Conditions of Approval of the Order of Decision of Case No. PUD-037-99 by the Kootenai County Commissioners, dated December 20th, 2000, may not be amended, modified, or revoked without such agency approvals as may be required pursuant to the ordinances, rules and regulations of Kootenai County then in effect.

26.5. **Effect of Amendments.** Amendments made pursuant to this Section will be appurtenant to each Lot and shall inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors, and assigns. Joinder of the First Mortgagees shall not be required in order to effect an amendment.

#### ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1. **Severability.** This Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provisions of this Declaration found to be invalid or unenforceable by a court of competent jurisdiction, will be ineffective to the extent of such invalidity or unenforceability without affecting the remainder of this Declaration, which shall continue in full force and effect the same as if the invalid or unenforceable provision had not been included in the first instance.

27.2. **Construction.** In interpreting words in this Declaration, unless the context otherwise provides or requires, the singular will include the plural, the plural will include the singular, and references to the masculine, the feminine or the neuter each include the other.

27.3. **Paragraph Headings.** Paragraph headings are included only for purposes of convenient reference, and shall not affect the meaning or interpretation of this Declaration.

27.4. **No Waiver.** No waiver by the Association or the Board shall be inferred from the failure of either, at any time or under any conditions, to give notice of default, or to exercise or delay in exercising any right or remedy hereunder. No waiver will be effective unless it is in writing and signed by the President or Vice President of the Board on behalf of the Association. The fact that a condition or provision of this Declaration may have been once waived does not preclude future enforcement of that condition or provision.

27.5. **Limitation of Liability.** Neither the Declarant or the Association nor any partner, director, officer, manager or member of either will be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under the Black Rock Documents if the action or failure to act was made in good faith. The Association will indemnify all of the officers and Board members with respect to any act taken in their official capacity to the extent

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provided in this Declaration and by law and in the Articles of Incorporation and Bylaws.

27.6. **Conflicts Between Documents.** In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration will control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

27.7. **Assignment.** Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor will be identified, the particular rights being assigned will be specified, and, to the extent required, concomitant obligations will be expressly assumed by such successor, all in a written instrument duly recorded in the records of the Recorder of Kootenai County, Idaho.

Dated this 30<sup>th</sup> day of July, 2001.

**DECLARANT**

Black Rock Development, Inc.  
an Idaho Corporation

By: [Signature]  
Marshall R. Chesrown, President

STATE OF IDAHO )  
County of Kootenai ) ss.

30<sup>th</sup> day of July, 2001, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 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 Falls, ID  
My Commission Expires: 10.31.2003



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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°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 Day 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"

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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 339.12 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 99°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 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:

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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. 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 Day Road and Black Rock Road Rights-of-Way leaving a net area of 656.9 acres, more or less.

CLIFFORD T. HAYES 4 P 2351372000  
KOOTENAI COUNTY RECORDER  
SEH 3/26/2012 2:28 PM  
REQ OF KOOTENAI COUNTY TITLE COMPANY

RECORDING FEE: \$19.00 XX  
Electronically Recorded

77593-KM

**DECLARATION OF ANNEXATION**

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, the Golf Club at Black Rock, LLC of 18168 S. Kimberlite Drive, Coeur d'Alene, Idaho 83814 is the Successor Declarant for purposes hereof pursuant to an Assignment of Declarant Rights recorded as Kootenai County Instrument No. 2288327000 on November 1, 2010 and/or a Conditional Assignment of Declarant Rights recorded as Kootenai County Instrument No. 2290387000 on November 15, 2010; and

WHEREAS, the Declaration provides for the annexation of additional property by Declarant through the recordation of a Declaration of Annexation; and

WHEREAS, the property described on Exhibit A hereto (referred to herein as "the subject property"), which is also depicted for illustrative purposes on Exhibit B hereto, is adjacent to the property encumbered by the Declaration and defined therein (at Exhibit A to said Declaration) as the Black Rock P.U.D.;

NOW, THEREFORE, in conformity with the provisions of the Declaration, the property legally described on Exhibit A hereto is hereby annexed to Black Rock and made subject to the Declaration. The Black Rock P.U.D. (as described in Exhibit A to the Declaration) is hereby



**EXHIBIT "A"**

A parcel of land being a portion of East half of the West half of the Northeast Quarter of the Northeast Quarter of Section 17, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Commencing at the Northeast corner of Section 17 being a brass cap per CP&F 1169678 from which the North Quarter corner of Section 17 bears N86°44'32"W a distance of 2638.66 feet; Thence, along the North line of said Section 17, N86°44'32"W a distance of 659.53 feet to the Northeast corner of said East half of the West half of the Northeast Quarter of the Northeast Quarter of Section 17, said point being the **TRUE POINT OF BEGINNING**.

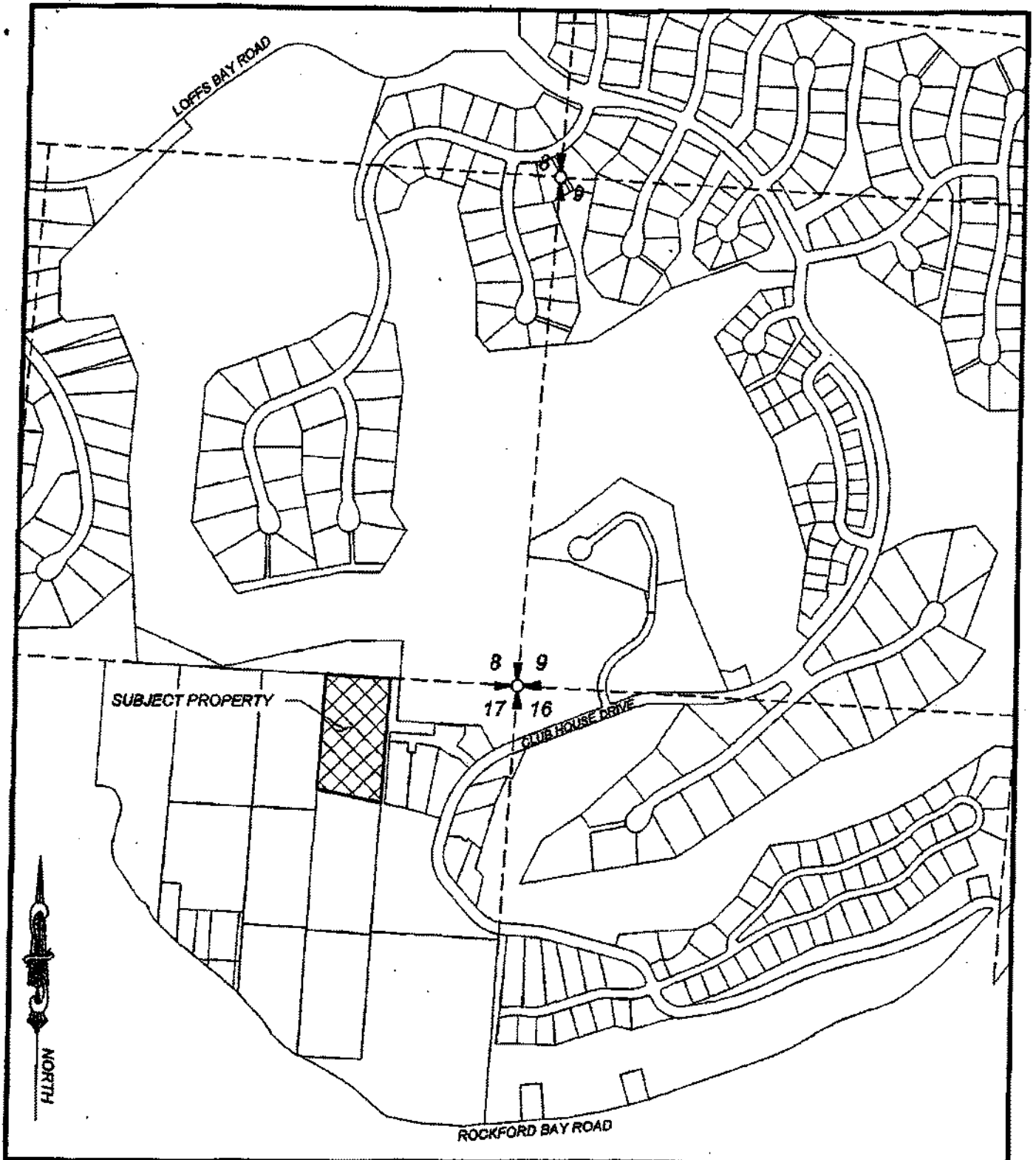
Thence, along the East line of said East half of the West half of the Northeast Quarter of the Northeast Quarter of Section 17, S03°15'14"W a distance of 644.73 feet;

Thence, leaving said East line, N78°27'22"W a distance of 333.08 feet to the West line of the East half of the West half of the Northeast Quarter of the Northeast Quarter of Section 17;

Thence, along said West line N03°13'59"E a distance of 596.73 feet to the North line of said Section 17;

Thence, along said North line S86°44'32"E a distance of 329.82 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 4.70 acres, more or less.



SUBJECT PROPERTY

ROCKFORD BAY ROAD

## EXHIBIT "B"


A PORTION OF  
SECTION 17 T48N R4W, B.M., K.C., ID

|              |                |
|--------------|----------------|
| DESIGNED BY: | DCD            |
| DRAFTED BY:  | DCD            |
| SCALE:       | N.T.S.         |
| DATE:        | 03/12/2012     |
| JOB NO:      | 12-012         |
| FILE:        | 12-012-01A.dwg |



3000 N. SCHRIEBER WAY, STE. 4  
COEUR D'ALENE, IDAHO 83815  
PHONE: 208-678-0200  
WWW.L&RCITYENGINEERING.COM

RECORDING REQUESTED BY:

CLIFFORD T. HAYES 7P 2363182000  
KOOTENAI COUNTY RECORDER Page 1 of 7  
JRG Date 06/21/2012 Time 02:04:42  
REG OF JOHN F MAGNUSON  
RECORDING FEE: \$28.00  
  
2363182000 SC

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**FOURTH**  
**AMENDMENT TO THE "DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR BLACK ROCK"**

THIS Fourth Amendment to the "Covenants, Conditions and Restrictions for Black Rock" (hereafter "the Declaration"), which was recorded as Kootenai County Instrument No. 1689309 on July 31, 2001, is hereby acknowledged by The Golf Club at Black Rock, LLC, "Successor Declarant" under the Declaration pursuant to a certain "Assignment of Declarant Rights" recorded as Kootenai County Instrument No. 2288327000 and a certain "Conditional Assignment of Declarant Rights" recorded as Kootenai County Instrument No. 2290387000 ("the Successor Declarant"), and the Black Rock Homeowners Association, Inc. (hereafter "the HOA"), the entity identified in Article IV of the Declaration.

The Successor Declarant of the HOA hereby acknowledge the following:

- (1) The "Period of Declarant Control" defined in Article 2.43 of the Declaration remains in effect.
- (2) The Golf Club at Black Rock, LLC is the "Successor Declarant" as defined in Article 2.50 of the Declaration.
- (3) Pursuant to Article 26.2.2, four (4) proposed Amendments to the Declaration were submitted to all Owners of record as of May 4, 2012. Those four (4) proposed Amendments, subsequently adopted in conformity with the terms of the Declaration, are described more fully herein.
- (4) Written ballots with respect to all four (4) proposed Amendments were mailed to all Owners of record on May 4, 2012, in conformity with Article 26.2.2 of the Declaration.
- (5) One Hundred Ninety-Two (192) of Four Hundred Eleven (411) voting ballots were returned within thirty (30) days of the mailing.

- (6) Fewer than eighty percent (80%) of the Owners objected to the four (4) proposed Amendments.
- (7) Based upon the provisions of Article 26.2.2 of the Declaration, all four (4) proposed Amendments were approved and adopted.

The Successor Declarant and the HOA, through their duly-authorized officers below, hereby certify, in accordance with Article 26.2.2 of the Declaration, that notice was given to the Owners as to all four (4) proposed Amendments (as described herein), and that fewer than eighty percent (80%) of the Owners objected to the action, timely or otherwise.

The Successor Declarant and the HOA, through their duly-authorized officers, who have subscribed this instrument, hereby give notice of the amendment to the subject Declaration (the "Declaration of Covenants, Conditions and Restrictions for Black Rock") (Kootenai County Instrument No. 1876953), and any subsequent amendments thereto, in conformity with the amendments set forth below.

#### **I. AMENDMENT NO. 1 (ARTICLES 14.9 AND 14.10)**

The Successor Declarant and the HOA hereby give notice that from and after July 1, 2012, Articles 14.9 and 14.10 of the Declaration (and any amendments thereto) shall be amended to provide as follows:

14.9. Successor's Liability for Assessment. All successors to the fee simple title of a Lot, except as provided in Section 14.10, will be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' and legal assistants' fees against such Lot without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor will be personal, and will survive each such successor's conveyance of his fee simple interest in the Lot as to those sums that were outstanding and unpaid as of the date of his conveyance. Any successor will be entitled to rely on the statement of status of Assessments by or on behalf of the Association under Section 14.13.

14.10. Waiver of Homestead Exemption: Subordination of the Lien. The Assessment liens will be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Idaho, and to all other liens and encumbrances except the following:

14.10.1. Prior Liens. Liens and encumbrances recorded before the date of recording this Declaration;

- 14.10.2. Tax, Governmental and Statutory Lien. Liens for real estate taxes and other governmental assessments or charges duly imposed against the Lot by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute. Provided, however, that all assessments made hereunder as to a Lot for which a tax deed has been previously issued under I.C. §63-1006, shall constitute a special assessment under I.C. § 63-1009; and
- 14.10.3. First Mortgage Liens. The lien for all sums unpaid on a First Mortgage or First Deed of Trust recorded before the date on which the Assessment sought to be enforced became delinquent, including any and all advances made by the First Mortgagee or beneficiary under the First Deed of Trust. Provided that said assessments were made prior to July 1, 2012. All assessments from or after July 1, 2012 shall take priority over any First Mortgage or First Deed of Trust, regardless of its recordation date or the terms thereof.

With respect to Section 14.9, any First Mortgagee who acquires title to a Lot by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Lot free of only those claims for unpaid Assessments, interest, late charges, costs, expenses, and attorneys' (and legal assistants') fees against the Lot which accrued prior to July 1, 2012.

All other persons who hold a lien or encumbrance of any type not described in Sections 14.10.1. through 14.10.3. will be deemed to consent to the subordination of such lien or encumbrances to the Association's current and future Assessment liens, interest, late charges, costs, expenses, and attorneys' (and legal assistants') fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

---

## **II. AMENDMENT NO. 2 (ARTICLE 23.2)**

The Successor Declarant and the HOA hereby give notice that from and after July 1, 2012, Article 23.2 of the Declaration (and any amendments thereto) shall be amended to provide as follows:

- 23.2 Title Taken by First Mortgagee. Any First Mortgagee or Grantee under a First Deed of Trust who obtains title to a Lot pursuant to the remedies provided in the First Mortgage or First Deed of Trust, including foreclosure of the First Mortgage or First Deed of Trust, will be liable for all Assessments which become due and payable on or after the date title to the Lot vests in the First Mortgagee or First Deed of Trust under the statutes of Idaho governing foreclosures, whether judicial or nonjudicial. Such First Mortgagee or Grantee under a First Deed of Trust will not be liable for any unpaid dues and charges attributable to the Lot which were due and payable prior to July 1, 2012. Title taken by foreclosure by any such First Mortgagee or Grantee under a First Deed of Trust shall be subject to any unpaid assessments, interest, costs, or fees to the extent the same accrued from or after July 1, 2012.

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### III. AMENDMENT NO. 3 (ARTICLE 11.1)

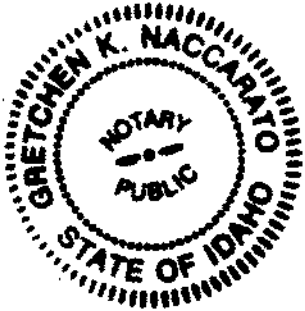
The Successor Declarant and the HOA hereby give notice that from and after July 1, 2012, Article 11.1 of the Declaration (and any amendments thereto) shall be amended to provide as follows:

- 11.1 Black Rock Utilities, Inc. Water and sewer services will be provided to Community by Black Rock Utilities, Inc. ("Black Rock Utilities"), a non-profit corporation established for the sole purpose of owning, operating and maintaining a private water and sewer system for the exclusive use of residents of Community and the Club. Provided further that Black Rock Utilities may, through its Board of Directors, authorize the extension of its private water and sewer system to service properties that are not a part of the Community or the Club. The Board may, in its discretion, condition any such extension and service on the annexation of the benefitted properties into the Community for all purposes provided under this Declaration. In the event the Board does not see fit to condition said extension and service upon annexation as described, then the Board shall require that any such extension of service be established pursuant to specific conditions that insure (i) that the monetary investments and operational interests of the Community and the Club in and to said system(s) are adequately protected, including such terms as the Board deems necessary in the form of an equitable "buy-in" to the existing system(s); and (ii) the terms, conditions, and cost of such water and/or sewer service are fair, reasonable, non-preferential, and in the best financial and operational interests of the Community and the Club.



the Managing Member of The Golf Club at Black Rock, LLC, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



Gretchen K. Naccarato  
Notary Public in and for the State of Idaho  
Residing at: 18168 S. Kimberlite Dr. Coeur d'Alene, ID 83814  
My commission expires: 7-11-2017

**THE BLACK ROCK HOMEOWNERS  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
VICKI SCOTT, Secretary/Treasurer

STATE OF IDAHO            )  
  ) ss.  
County of Kootenai        )

On this \_\_\_\_ day of June, 2012, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **VICKI SCOTT**, known or identified to me to be the Secretary/Treasurer of the Black Rock Homeowners Association, Inc., whose name is subscribed to the within instrument and who acknowledged that she is authorized to execute the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

the Managing Member of The Golf Club at Black Rock, LLC, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**THE BLACK ROCK HOMEOWNERS  
ASSOCIATION, INC.**

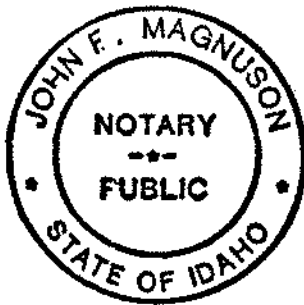
By: *Vicki Scott*  
VICKI SCOTT, Secretary/Treasurer

STATE OF IDAHO            )  
  ) ss.  
County of Kootenai        )

On this 14<sup>th</sup> day of June, 2012, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **VICKI SCOTT**, known or identified to me to be the Secretary/Treasurer of the Black Rock Homeowners Association, Inc., whose name is subscribed to the within instrument and who acknowledged that she is authorized to execute the same.


WITNESS my hand and official seal.

*John F. Magnuson*  
Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 9/10/14



RECORDING REQUESTED BY:

Black Rock Utilities, Inc.  
18168 S. Kimberlite Drive  
Coeur d'Alene, ID 83814

CLIFFORD T. HAYES 27P 241265000  
KOOTENAI COUNTY RECORDER Page 1 of 27  
SEH Date 05/31/2013 Time 01:41:37  
REQ OF JOHN MAGNUSON  
RECORDING FEE: \$88.00  
  
241265000 SC

**NOTICE OF AMENDMENT OF BLACK ROCK UTILITIES**  
**RULES AND REGULATIONS**


Black Rock Utilities, Inc., an Idaho non-profit corporation, of 18168 S. Kimberlite Drive, Coeur d'Alene, ID 83814, hereby gives notice to all persons and parties as follows:

- (1) On July 31, 2001, the "Covenants, Conditions, and Restrictions for Black Rock" (hereafter "the Declaration") were recorded as Kootenai County Instrument No. 1689309.
- (2) The Declaration encumbers the Black Rock Planned Unit Development and any areas subsequently annexed to or made a part of the Black Rock Planned Unit Development in accordance with the procedures set forth in the Declaration.
- (3) The Declaration provides at Article 11 that water and sewer services to the Black Rock Planned Unit Development will be provided by Black Rock Utilities, Inc., a non-profit corporation.
- (4) Pursuant to Article 11.3 of the Declaration, Black Rock Utilities, Inc. is authorized to adopt "Rules and Regulations" pertaining to utility service to the Black Rock Planned Unit Development.
- (5) On October 28, 2009, Black Rock Utilities, Inc. caused to be recorded as Kootenai County Instrument No. 2238437000 certain "Utilities Rules and Regulations."
- (6) On December 17, 2009, Black Rock Utilities, Inc., pursuant to Article 11.3 of the Declaration, caused a certain "First Amendment to the Rules and Regulations of Black Rock Utilities, Inc.," to be recorded as Kootenai County Instrument No. 2245573000.

- (7) On June 11, 2012, the Board of Directors of Black Rock Utilities, Inc., in compliance with the Company's Bylaws and its then existing Rules and Regulations, unanimously adopted and approved a new set of comprehensive "Utilities Rules and Regulations" in the form attached hereto as Exhibit A.
- (8) Pursuant to action of the Board of Directors of Black Rock Utilities, Inc., taken June 11, 2012, and pursuant to Article 4.4 of the then-existing Rules and Regulations, the Company determined and resolved as follows:
  - (A) The effective date of the amended "Rules and Regulations" (in the form attached hereto as Exhibit A) shall be August 1, 2012.
  - (B) Any fines and/or penalties for violation of the proposed "Rules and Regulations," as amended in the form attached hereto as Exhibit A, are as set forth therein.
  - (C) Copies of the amended "Rules and Regulations" (in the form attached hereto as Exhibit A), together with an explanatory cover letter, were sent to all owners of record within twenty (20) days of the June 11, 2012 adoption thereof.
- (9) As of August 1, 2012, until otherwise amended, the "Utilities Rules and Regulations" of Black Rock Utilities, Inc., pursuant to Article 11.3 of the Declaration, shall consist of those set forth on Exhibit A hereto and incorporated by this reference.

Dated this 31<sup>st</sup> day of May, 2013.

**BLACK ROCK UTILITIES, INC.**

By:   
 \_\_\_\_\_  
 JOHN F. MAGNUSON  
 Its Attorney

STATE OF IDAHO            )  
   ) ss.  
 COUNTY OF KOOTENAI    )

On this 31 day of May, 2013, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **John F. Magnuson**, whose name is subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal.



Stephanie Belden  
Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 3/8/2014

BRU-AMENDMENT.NOT.wpd



**BLACK ROCK UTILITY COMPANY**  
18168 S. Kimberlite Dr.  
Coeur d'Alene, ID 83814

**UTILITIES RULES AND REGULATIONS**

**EXHIBIT A**

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**RULES AND REGULATIONS  
O F  
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. These Rules and Regulations supersede and wholly replace the Rules and Regulations adopted by BRU on July 30, 2001 and any prior amendments thereto. From and after the adoption date of these rules and regulations, the same shall govern and supersede any prior Rules or Regulations or amendments thereto.

**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, as amended. 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 or Utility"), as amended, 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.

- Applicant:** The person, firm, association, corporation or governmental agency applying for utility service. Applicant must be the owner of the property.
- Base Customer Charge:** A fee approved by the Utility Board for each single family residential lot or EDU. This fee covers the basic facility operating and maintenance costs, even if the customer is not using utility services, so that service can be made available to that lot when requested. This fee is paid by all property owners.
- Customer:** The person in whose name service is rendered which may be evidenced by the signature of the application or contract for services, or by the record title to the serviced property. The term is interchangeable with the term Consumer.
- Equivalent Dwelling Unit (EDU):** The equivalent to 200 gallons per day of residential water usage which shall be used to equate all other types of water customers to a residential user.
- Expanded Service:** Service representing an increase in volume or capacity of service provided at locations previously served which generally requires modifications of or to the Utility's delivery facilities.
- Expanded Service**

- Area:** Service representing an increase in the service area of the Utility to locations not previously served. The service area may be increased by a majority vote of the Utility Board of Directors at a meeting to approve an application for New Service.
- Line Extensions:** Owners and developers of property will be required to pay the cost to install all line extensions from existing BRU service lines to provide service to their property(s).
- Fixture:** A permanently installed device in which water is used, such as a faucet or toilet.
- Fixture Unit:** An arbitrary unit assigned to different types of plumbing fixtures, and used to estimate flow rate requirements. The Plumbers Orange Book will be the guidebook used for this calculation.
- Flat Rate Service:** Charge for un-metered utility service.
- Owner:** Any property owner receiving utility service including Owners outside of the Black Rock Planned Unit Development (BRPUD) where approval has been given by the Board in accordance with the procedures set forth herein and in the Declaration (and any amendments thereto).
- New Service:** Service provided at locations not previously served.
- Other Uses:** Uses associated with any development, other than single-family residential, mobile home estate, or duplex units which are not in the residence itself. This would include common area improvements, swimming pools and other facilities as a part of multi-family residential or mobile home park complexes. Commercial and industrial uses will be included in the total project demand. Other Uses shall be separately metered and are subject to separate service, commodity, connection, and capacity charges.
- Permanent Service:** Service which is of a permanent and established character, although the use of water may be intermittent or seasonal in nature.
- Point of Ultimate Usage:** Any point on an Owner's property that utility services are used.
- Service Area:** This is the physical area in which the Utility is approved to provide utility service to customers. This area includes the Black Rock Planned Unit Development, including any currently approved annexations or annexations approved in the future, as well as any other areas approved by the Utilities Board, in accordance with the procedures set forth herein and in the Declaration (and any amendments thereto). A map of the approved Service Area will be maintained by the Utilities Board.
- Service Pipe:** The Connection between Utility's mains and service valve connection, including the entire pipe, fittings and valves necessary to make the connection.
- Service Valve:** The valve on the Utility side of the water meter and Utility side of the sewer service setter. This is the defining point where Utility responsibility begins for repairs, replacement and maintenance. This Service Valve may be located off the Owners property and it is still the Owner's responsibility for all repair, replacement and maintenance from this point. A drawing of this valve is available from the Utility.

**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. Each Owner who utilizes irrigation water 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. No potable water may be used for irrigation purposes.

**Section 2.3 Limitation of Liability.** Neither the Black Rock Homeowners Association, nor Black Rock Utilities, nor 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. The Association, the Utility and the Utilities Board shall not be responsible for any loss or damage caused by any negligent or wrongful act of a customer or his/her authorized representative in installing, maintaining, operating or using any or all appliance, facilities or equipment for which utility service is supplied. The customer will be held responsible for damage to Black Rock Utility facilities and other property resulting from the use or operation of appliances and facilities on consumer's/customer's premises, including damage caused by chemicals and pharmaceuticals.

**Section 2.4 Hook-Up Requirements and 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. The Utility has the right to determine the size of the service connection to be installed. No service connection shall be approved of a size larger than can be supplied by the water main without adversely affecting service to other customers. 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. No unauthorized facilities shall be installed on any property within Black Rock, including water storage tanks, septic tanks or any other method to store or convey water or sewage.

**Section 2.5 Fees.** Each Owner shall be responsible for payment of fees and usage charges, including deposits, 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. Rates adopted by the Utilities Board will require that the 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 for service and late fees and interest and usage charges so assessed will be considered Utility Assessments and shall become a lien against Lots in accordance with the Declaration and all other applicable provisions of Idaho law. Fees charged to Lots outside of the boundaries of the Black Rock PUD shall become a lien against the Lot(s) as a condition of said service, and by accepting service the Customer and Lot Owner so agree. Said lien, by acceptance of service by the Customer and the Lot Owner, may be pursuant to the right and procedures in the Declaration by incorporation of said provisions, even though the lot is outside the boundaries of the Black Rock PUD. The Utility is dedicated to water conservation throughout the service area and rates will be structured to encourage conservation. Any other lien rights arising by law shall be in addition to those acknowledged herein.

**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. An exception may be made by the Utility Board for common area lots and service that may be difficult to meter. These services will be assessed a flat rate charge for water based on the square footage and planting components on the Lot. The Owner shall be solely responsible for the cost of the meters and meter boxes or vaults and their installation, however, the meters shall be owned by Black Rock Utilities. The cost of replacement or repair 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 service valve 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. All water line installations must have physical separation from wastewater lines. 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. When the property is also served by another supply of water, not from the Utility, then the customer must install the appropriate backflow prevention device or maintain a physical separation between the two systems at all times.

**Section 2.8 Repairs.** Black Rock Utilities, or its successors in interest, shall remedy defects in the system main lines (to the service valve), the main system pumps, and meters. Any equipment or repairs required after the initial installations shall be at the Owner's cost. Each Owner is responsible for repairs and maintenance of all equipment, including service lines, meters, valves, and equipment from the service valve 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. For Owners outside of the BRPUD, the same lien procedures will be followed consistent with the acknowledgment and terms of Section 2.5 hereof. 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.** When a customer wishes to terminate utility service, the Utility must be notified in writing, by telephone, email, fax or personal visit to the office. The customer will be responsible for payment of all service rendered prior to the termination of service, even if the property has been vacated. The property owner is always responsible to pay the applicable Base Customer Charge, even if the property is vacant or utility service has been terminated for any other reason. The Utilities Board has the right, without liability, to restrict service immediately without notice or to 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.

**Section 2.14 Resale of Water.** No customer shall resale any of the water received from the Utility, nor shall such water be delivered to premises other than those specified in such Customer's application for service. No water shall be delivered outside of the Utility approved Service Area.

**Section 2.15 Irrigation Audits.** The Utilities Board shall perform irrigation audits of existing customers from time to time and 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.

### 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 sewer 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 sewer service.

**Section 3.3 Hook-Up Requirements and 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, subject to the conditions in these Rules and Regulations and any amendments thereto, 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. Black Rock Utilities has the right to determine the size of the service connection to be installed. No service connection shall be approved of a size larger than can be supplied by the sewer main without adversely affecting service to other customers. No facilities shall be relocated without the prior, written approval of 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, including deposits, 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. For Owners outside of the BRPUD the same lien procedures will be followed.

**Section 3.5 Service Lines, Back Flow, Shut-Off, Pressure Reducer.** Service lines and other associated facilities from the service valve 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), septic tanks, shut-off valve(s), and/or pressure reducing valves(s), and other necessary equipment that meets 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 that 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 service valve 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. Fees and usage charges so assessed will be considered Utility Assessments and shall become a lien against Lots in accordance with the Declaration. For Owners outside of the BRPUD the same lien procedures will be followed as is acknowledged and provided for in Section 2.5 hereof

**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 service valve to the point of ultimate usage. The Owner is also responsible for the cost of maintenance of all system improvements from the Service Valve.

**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. For Owners outside of the BRPUD, the same lien procedures will be followed as is acknowledged and provided for in Section 2.5 hereof. 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.** When a customer wishes to terminate utility service, the Utility must be notified in writing, by telephone, email, fax or personal visit to the office. The customer will be responsible for payment of all service rendered prior to the termination of service, even if the property has been vacated. 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, 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 IV. NEW SERVICE CUSTOMERS, FACILITY CHARGES, WATER RIGHTS

**Section 4.1 New Service Facilities Charges.** When facilities exist with enough capacity to add another user, a charge to the new user or for new service additions will be imposed. This facility charge is intended to charge the new user for a pro-rata share of the existing facilities replacement costs. The amount of the charge will be determined at the time the new user applies for service from the Utility. The charge will be based on the total estimated replacement cost for the facility(ies) to be used divided by the total system capacity in gallons. The result is the estimated facility cost per gallon which shall be multiplied by the estimated use in gallons by the new user to arrive at the amount of the facility charge. Applicants for service will be required to provide an engineering estimate of the amount of potable water, irrigation water and sewer/effluent disposal capacity the proposed project will use. Separate calculations will be made for potable water, irrigation water and sewer/effluent disposal.

If facilities do not exist with enough capacity to accept a new user then the new user will be responsible to pay all costs required to upgrade existing facilities or build new facilities to accommodate the new user's property. These costs will be estimated in advance based on engineering plans acceptable to the Utility. The Utility shall not bear any costs, including engineering or design, related to bringing in a new user for service. All costs shall be paid in advance by the new user. The new user shall be required to construct all improvements deemed necessary by the Utility, and to assign the same to the Utility upon completion. All designs and actual construction, including plan changes, shall be subject to advance written approval of the Utility. The new user shall be responsible to pay the Utility a plan and engineering review and inspection fee for any new construction completed by the new user. The charge for these reviews and inspections shall be based on the actual cost to the Utility for personnel and outside contractors, plus ten percent (10%).

The decision on the adequacy of existing facilities or the requirement to build new facilities to obtain service from the Utility shall be at the sole discretion of the Utility. The adequacy of the main lines, pumps, distribution lines, lagoon and any other facilities shall be solely determined by the Utility and its engineers. An applicant for new service will be required to pay for the costs of any required system capacity study, engineering, Utility management time as well as actual facility costs. In addition, inspection fees shall be charged per the current Fee and Rate Schedule.

#### **Section 4.2 Issuing Will Serve Commitments.**

##### **4.2.1 Will Serve Commitments.**

4.2.1.1 A will serve commitment is hereby made a condition precedent to receiving new or expanded water and/or sewer/effluent service from Utility. Applicants for new service ("Applicant") must provide Utility with sufficient plans to establish the water and sewer/effluent facilities required for the proposed development. All Water and Sewer/Effluent Facility Construction charges as determined by the Utility must be paid, and all water rights deeded to the Utility, together with compliance with all other Rules and Regulations as a condition precedent to an applicant receiving a will serve.

4.2.1.2 Valid will serve commitments issued by Utility remain appurtenant to the property for which they were issued. Transfer of commitments from one property to another shall not be allowed without Utility approval. In the case of an existing building being removed from a particular parcel, without being replaced, the applicant shall be given water credit in an amount of the previous will-serve commitment for the property. The provision only applies when water rights have been previously dedicated to Utility to serve the existing building being removed.

4.2.1.3 If project approval expires or is terminated by the applicable local governing body, the will serve commitment shall be revoked. If the will serve commitment is revoked and if the owner of the property requests reimbursement, Utility shall:

4.2.1.3.1 At the cost of the Applicant, deed those rights dedicated to Utility back to the owner of the property; or,

4.2.1.3.2 Bank the water rights for allocation to another project as designated by the Applicant, for a period not longer than two (2) years from the date of project expiration or revocation, unless a different period of time is agreed upon in writing between Utility and Applicant.

#### **4.2.2 Procedures for Issuance of Will Serve Commitments.**

4.2.2.1 Applicant must submit to Utility at the time of application, plans and specifications that provide the following information:

- (a) Street and roadway layout;
- (b) Number and type of units;
- (c) Total acreage of development;
- (d) Total estimated average daily or estimated annual water demand;
- (e) Any other information that Utility may reasonably require for the proper processing of the application;
- (f) Identification of the water rights to be transferred to Utility, including:

**Section 4.3 Water and Sewer/Effluent Facility Construction Charge Calculation.** The calculation of the amount of capacity required for a new user's property is determined using generally accepted engineering standards to be determined at the sole discretion of the Utility. If the Applicant's requirement for fire flow exceeds standard or available fire flow in any area, the Applicant will be required to pay the costs to install any additional facilities required. If, after one full year, the Applicant's actual historic average daily demand exceeds estimated average daily usage, the Applicant must provide additional funds for facility capacity as determined by the Utility. This provision does not apply to residential use except where the type of said use changes.

**4.3.1 Applicability.**

4.3.1.1 A Water and Sewer/Effluent Facility Construction charge will be charged to customers for new or expanded water service. This is a one-time charge on the property unless service is expanded, or the property use changes requiring more storage capacity.

4.3.1.2 The Water and Sewer/Effluent Facility Construction Charge shall be paid in advance of receiving a will serve commitment.

4.3.1.3 At the sole option of Utility, Utility may allow an Applicant to construct all or part of the Water and Sewer/Effluent facilities required for the Applicant's proposed development in lieu of paying all or a corresponding pro rata portion of the capacity fees.

**4.3.2 Calculation of Water and Sewer/Effluent Facility Construction Charges.**

4.3.2.1 The Facility Charges required will be computed separately for the following classifications. The actual charge will be determined based on the applicants' uses and facility costs at the time of the application.

**SERVICE CLASSIFICATIONS:**

Single Family Residential and Modular Home Lot

Mobile Home Estate Lot

Duplex (per unit)

Condominiums or townhouses (per unit if separately metered)

Apartment (per unit if separately metered)

Mobile Home Park Lot (per unit if separately metered)

RV Park (per unit if separately metered)

Commercial, Industrial, Landscaping, Multi-Family, and RV Park if not separately metered & Others:

- (a) 25 gallons per day per fixture
- (b) Estimated average daily water demand as furnished by the customer and verified by Utility, and/or any other governing agency; or
- (c) Current edition of the Uniform Plumbing Code at

4.3.2.2 The final calculation for Commercial, Industrial, Landscaping & Other Water and Sewer/Effluent Facility Construction Charge is at the sole discretion of Utility notwithstanding any other provision hereof.

**4.3.3 Special Facilities Charge.**

4.3.3.1. When service is requested by Applicant requiring special facilities not regularly established or set forth in these Rules and Regulations, Applicant, before service to said property can be accepted by Utility shall prepay the entire cost of

the Special Facilities as determined by the Utility.

4.3.3.2. If service lines or the facilities are installed by the Customer, with the permission of the Utility, in each special case, the Customer shall be required to pay all oversight, inspection, or other costs as incurred by or required by the Utility.

#### **Section 4.4 Water Rights.**

**4.4.1 Will Serve Conditions.** Applicants for new or increased water service may receive a will serve commitment only after transfer of sufficient water rights from a fully dependable water source and subject to the conditions set forth below. The will serve commitment shall be issued only upon Applicant providing the following:

4.4.1.1 The cost to research and verify title of water rights;

4.4.1.2 The cost to transfer the water rights including, but not limited to, the cost to prepare, obtain and record any required permits and transfer documents;

4.4.1.3 Water rights sufficient to satisfy the demand of the project, equal to the project demand and valid for transfer that reflect the correct point(s) of diversion, manner of use, and place of use;

4.4.1.4 If the water resource provided to Utility requires greater treatment than Utility's primary sources, Applicant will pay to Utility the differential treatment costs;

4.4.1.5 The Manner of Use shall be Municipal or Quasi-Municipal;

4.4.1.6 The Place of Use shall be identified in the Application permit and Report of Conveyance as the entire Utility Service Territory;

4.4.1.7 The Point of Diversion. The Point of Diversion shall be the same as the current permit unless approved by Utility. Applicant shall provide Utility with a map showing the current "Point of Diversion." Applicant's water rights must be from Points of Diversion within the Utility service area. If Applicant must change the point of diversion for any of the identified water rights, the proposed change must be submitted to Utility for review and approval prior to any request for change being filed with IRD. Applicant agrees to bear all costs and fees associated with any special conditions, requirements and/or mitigation acceptable to Utility that might be required by the IRD in regard to any change application;

4.4.1.8 Investigation and Approval by Utility. Applicant will identify its water rights permits and provide any information requested by Utility in regard to its water rights so Utility will have at least 90 days, prior to Applicant's desire to have a Will Serve Issued, to determine if Applicant's water rights are sufficient, and meet Utility criteria for acceptance. Utility reserves the right to reject any water rights offered for dedication if Utility determines that any of the required criteria for acceptance have not been met or the conditions are unsatisfactory.

**Section 4.5 Expansion, Construction and Extensions of Facilities (Extension of Facilities).**

**4.5.1 Applicability.**

Under the provisions of this paragraph, Utility may make expansions, construction, extensions and/or alterations of its utility system(s) to serve applicants requesting service within or without Utility's existing service area. In appropriate cases, as defined, Applicants shall be required to pay their pro-rata share of existing facilities. The yard lines and house piping are not part of Utility's system and shall, subject to inspection by Utility, always be the responsibility of the Applicant.

**4.5.2 Cost.**

All costs of such Extension Facility, including design costs, construction costs, inspection fees, associated professional fees and costs incurred by Utility under this Section in connection with an application to serve an individual customer or an application by the Developer of a Development, shall be paid for by the Applicant.

The cost of all Extension Facilities made under the provisions of this Section shall be Utility's estimated cost of making such changes in accordance with Utility's engineering and construction practices. Utility's estimated cost shall also be used to determine preconstruction advances required hereunder.

The cost of all Extension Facilities made hereunder shall also consist of the transmission and distribution facilities required to provide such service which among other things, shall include all mains, valves, fittings, regulator stations, booster pumps, reservoirs, service pipes and other facilities and appurtenances.

The cost of all expenses and/or alterations made hereunder shall also include Utility's related costs for all regulatory, environmental and other fees, engineering, permitting, inspection, material, labor, transportation, net retirement costs of existing facilities if retired, associated overheads and other.

**4.5.2.1. Temporary Extensions and/or Alterations of Facilities:**

In addition to all costs applicable to the installation of facilities, cost of temporary extensions and/or alterations shall include the net cost of retirement of facilities previously installed hereunder.

**4.5.3 Advances.**

An advance, equal to Utility's estimated cost, will be required thirty (30) days prior to the start of construction on any construction or improvement made under the provisions of this Section.

4.5.3.1 Utility may require cash or an acceptable bond or guaranty at an earlier date whenever installation of the requested extension requires firm scheduling of the project by Utility more than thirty (30) days prior to construction.

4.5.3.2. When an Applicant for service posts an acceptable bond or guaranty in lieu of cash, such Applicant shall advance estimated costs in cash as thirty (30) days prior to the start of construction, except that the cost of special materials not normally stocked by Utility in the type or quantities needed, will be advanced in cash upon demand by Utility after receipt by Applicant of billing for such materials.

4.5.3.3. In those instances where more than one Applicant is to be serviced from the same extension and/or alteration, the total advance required from such group of Applicants shall be apportioned among the members of the group in such manner as they may mutually agreed upon. It shall equal Utility's total cost for providing service to the group as determined by Utility.

4.5.3.4 If actual construction costs incurred by Utility are less than the advance deposited by the Applicant, Utility will refund the difference to the Applicant within 120 days after the later of completion of construction of all invoices have been received.

#### **4.5.4 General Construction Conditions.**

##### **4.5.4.1 Facilities.**

4.5.4.1.1 All facilities installed by Utility and Applicant hereunder except for the yard line and house piping shall be assigned to and remain the sole property of Utility.

4.5.4.1.2 Size, type, quality of material and location of facilities hereunder shall be selected by Utility.

4.5.4.1.3 Any contractor performing work on Utility property or equipment must provide the Utility with proof of liability, property and workers compensation insurance in an amount to be determined by the Board, which amount shall not be less than \$2,000,000.00 for general liability.

##### **4.5.4.2 Construction.**

4.5.4.2.1 Unless otherwise specifically provided in these regulations or agreed to between Applicant and Utility, all construction shall be the responsibility of Utility or its qualified contractor.

4.5.4.2.2 Work performed by the Applicant shall be performed in such a manner as to permit Utility to perform its work without delay and in an efficient manner.

##### **4.5.4.2.3 Applicant Installations**

Applicants for Extension Facilities may be allowed to install Extension Facilities, which decision shall be at the sole discretion of the Utility and when agreed to in writing by Utility.

4.5.4.2.3.1 The following conditions must be complied with for an Applicant to qualify to install facilities under these provisions of an Applicant installation: All design plans and specifications shall be prepared at the Applicant's expense and to the Utility's standards, and shall be approved in writing by the Utility. The Utility shall notify the Applicant of Utility's election to oversize any facilities being constructed by or for Applicant.

4.5.4.2.3.2 All phases of the project installation shall be subject to

inspection by Utility at the Applicant's expense. The Applicant must provide Utility written notice 48 hours before construction begins. Applicant shall coordinate the construction and installation of facilities with Utility so that Utility may inspect the facilities at Applicant's expense as Utility deems necessary,

4.5.4.2.3.3 The Applicant's contractor must qualify in accordance with Utility's guidelines for a qualified contractor for Utility installations. The contractor must be licensed in Idaho and have sufficient qualified personnel and sufficient reliable equipment to perform in a workmanlike manner before installation is commenced,

4.5.4.2.3.4 The Applicant and/or the contractor must comply with any additional specified construction standards and/or governmental requirements including a U EPA and any OSHA, State, and County requirements, that may apply in all phases of the project installation,

4.5.4.2.3.5 The Applicant must provide all materials in accordance with the specifications of Utility and all material provided will be subject to acceptance by Utility, based on inspections by Utility at Applicant's expense,

4.5.4.2.3.6 If, during installation of the facilities under provisions of an Applicant installation, the Applicant's contractor, for any reason, must cease work on the installation, Utility must be notified by the contractor at least five (5) working days prior to recommencing work unless otherwise agreed to by Utility. A failure to comply with this provision shall result in a penalty of two hundred fifty dollars (\$250.00) per violation,

4.5.4.2.3.7 The Applicant must agree to install any oversized facilities specified by Utility so long as the Applicant is reimbursed for the cost of the oversizing. The Applicant will be reimbursed an agreed upon amount for the over sizing as determined by the construction or extension agreement with the Applicant.

4.5.4.2.3.8 The Applicant must start the project in accordance with Utility's established schedule and pursue the work at a satisfactory rate.

4.5.4.2.3.9 Within 90 days of completion of the project, the Applicant will provide to Utility in electronic format (AutoCAD), as-built drawings in compliance with Utility's engineering design standards. A failure to comply with this provision shall result in a penalty of two hundred fifty dollars (\$250.00) per month until supplied,

4.5.4.2.3.10 Approval of Facilities:

4.5.4.2.3.10.1. Applicant shall provide Utility written notice within 48 hours after a qualified contractor completes construction of facilities.

4.5.4.2.3.10.2 Utility shall perform a final inspection and complete all testing required by Law at Applicant's expense, within a reasonable time after it receives the notice required by this Section.

4.5.4.2.3.10.3 Utility shall approve or reject the facilities in writing within a reasonable time after it completes the final inspection and testing required by this Section.

4.5.4.2.3.10.4 Applicant shall guarantee all materials and workmanship against defects for a period of three years following final acceptance of the work by Utility.

#### **4.5.5 Extension Agreements for Utility Installed Facilities.**

4.5.5.1 All Applicants requesting Extension Facilities service under the provisions of this Section shall be required to enter into Extension Agreements covering the terms under which Utility shall make extensions and/or alterations. If the Applicant is allowed to construct the Extension Facilities then a Construction Agreement shall also be entered into.

4.5.5.2 All funds deemed necessary for cost of extensions and/or alterations will be deposited with Utility thirty (30) days prior to the start of construction.

4.5.5.3 Refunds may be due and payable pursuant to any agreement entered into under this Agreement.

4.5.5.4 Estimates, Plans and Specifications /

4.5.5.5 Upon application by Applicant for service hereunder, Utility shall expeditiously prepare estimates of costs to be advanced by such Applicants.

4.5.5.6 The Applicant must initially provide Utility with plans and load information in a timely manner to allow Utility to develop detailed plans, costs and a construction schedule. All Applicants requesting Applicant-installed extensions and/or alterations under the provisions of this Section, shall be required to advance to Utility the estimated cost of preparation of detailed plans, specifications and cost estimates. On completion of the plans, if the advance exceeds Utility's cost, any excess will be refunded to the Applicant. If the advance is less than Utility's actual cost, any deficiency will be paid by the Applicant. The Applicant must agree to install any oversized facilities specified by Utility. The Applicant shall be reimbursed Utility's estimated cost difference of oversized facilities and a facility sufficient to provide the required service.

4.5.5.7 Such requests shall be accompanied by maps to suitable scale and AutoCAD compatible files showing street and lot layouts and, if requested by Utility, contours or other indications of relative elevations of various parts of the area to be developed.

4.5.5.8 As requested by Utility, Applicant shall furnish any required property ownership, property description, plot plan or record of survey information concerning the area to be served under the provisions of this Section.

4.5.5.9 If changes are made subsequent to the presentation of the aforesaid information and these changes require additional expense to Utility in revising plans, specifications and cost estimates, this additional expense shall also be advanced by Applicants.

4.5.5.10 Utility shall, upon request, make available within ninety (90) days after receipt of the deposit or deposits referred to above, such plans, specifications and cost estimates of proposed extensions and/or alterations. If extensions are to include over-sizing of facilities to be done at Utility's expense, appropriate details shall be set forth in the plans, specifications and cost estimates. Within the same ninety (90) day period, Utility shall submit the plans and specifications to all governmental agencies from which approval is required. If extensions are to include over-sizing of facilities to be done at Utility's expense, appropriate details shall be set forth in the plans, specifications and cost estimates. The Applicant shall be reimbursed or credited for the costs associated with over-sizing thirty (30) days after completion of the project.

4.5.5.11 If an Extension Agreement is executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall become a part of any required advances.

4.5.5.12 If an Extension Agreement is not executed between such Applicants and Utility within twelve (12) months after detailed plans, specifications and cost estimates are furnished, the aforesaid deposit or deposits shall be forfeited.

4.5.5.13 Estimates provided hereunder shall be firm for a period of three (3) months after the date of transmittal.

4.5.5.14 Utility will maintain a set of engineering design standards. All proposals will be consistent with these standards.

4.5.5.15 Additional construction to existing facilities is considered as a new line extension. No existing customer of Utility shall be burdened with any portion of the costs associated with facilities needed by a new Applicant. Utility shall maintain detailed records of actual costs and provide all Applicants with an opportunity for review of such records, for a period of three (3) years following completion of the line or main extensions.

#### **4.5.6 Subsequent Applicants and Refunds.**

4.5.6.1 When a request for service is received from a new Applicant who can be served from a completed project within ten (10) years from the date service was initially established for such project, the original costs for the entire project will be reapportioned to include the new Applicant. The new Applicant shall pay his proportionate share of the reapportioned extension

of facilities costs as computed under this Section.

4.5.6.2 The new Applicant's proportionate share will be determined as follows:

4.5.6.2.1 Costs that vary directly with the length of the extension shall be determined by the following steps:

Step 1: Divide the length of the previous extension which is required to provide service to the Applicant by the total length of the previous extension.

Step 2: Multiply the number obtained in Step 1 times the costs that vary directly with the length of the extension.

Step 3: Divide the dollar amount which results from Step 2 by the number of customers based on EDU including the Applicant who utilizes the portion of the extension for which Applicant is making a contribution.

4.5.6.2.2 Costs that do not vary directly with the length of the extension shall be determined by dividing the dollar amount of these costs by the number of customers based on EDU including the Applicants who utilize the portion of the extension for which the new Applicant is making a contribution.

4.5.6.2.3 The new Applicant's proportionate share shall be the sum of the dollar amounts calculated in Steps 1 and 2 unless the Board determines, in its discretion, that the Applicant's share can be more equitably determined under an alternative manner or methodology.

4.5.6.3 The original cost for the entire project shall be:

4.5.6.3.1 If Utility installed the extension, the actual cost of the extension.

4.5.6.3.2 If the Applicant installed the extension, the lesser of the actual cost of the extension or Utility's estimated cost of extension.

4.5.6.4 When a project is re-computed as described above, existing customers will be refunded the difference between the original costs and the re-computed costs. An exception to this rule will be given if construction standards are changed from the original construction or a law changes that affects the cost.

4.5.6.5 Where an additional extension is required from the existing extension to the new Applicant service location, the costs of the additional construction, as computed, shall be paid by the new Applicant.

#### 4.5.7 Easements, Rights-of-Way and Permits.

4.5.7.1 Utility shall only make extensions under this Section when such extension will be located in a public street, road or highway which Utility

has the legal right to occupy or on public lands and private property across which rights-of-way, easements or permits satisfactory to and in favor of Utility, have been delivered in recordable form to Utility. If required by Utility, a CLTA policy of title insurance shall be delivered to Utility showing Utility's easement or other interest to be free of all prior liens or encumbrances except only those acceptable to Utility.

4.5.7.2 Utility shall not be required to purchase rights-of-way for extensions and/or alterations made under the provisions of this Section.

**4.5.8 Disagreements or Disputes.**

There shall be no right to challenge calculations or determinations made under this Section, the parties recognizing that no proposed New User shall have an entitlement right to join the Utility except on such terms and conditions as ultimately determined by the Utility.

**4.5.9 Dedication of Facilities.**

4.5.9.1 All Line Extension Facilities, personal property and real property dedicated to Utility shall be free and clear of liens and encumbrances. Applicant/ developer shall provide documentation to Utility's satisfaction demonstrating the cost of the facilities and that facilities, personal property and real property are free and clear of all liens and encumbrances. Such documentation may include, but is not limited to, invoices, lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, suppliers and construction of Line Extension Facilities.

Utility may impose other reasonable terms and conditions on the acceptance that the Applicant/developer demonstrate that all Line Extension Facilities have received necessary local governmental approvals.

4.5.9.2 Subsequent to inspection by Utility, and for three years following Utility's final acceptance of the Line Extension Facilities and any dedicated Applicant construction, Applicant/developer shall, at Utility's option and request, promptly correct, or cause to be corrected, all defects and deficiencies in construction, materials and workmanship, at Applicant/developer's sole cost and expense or reimburse Utility for Utility's costs of correcting all defects and deficiencies in construction, materials and Workmanship.

4.5.9.3 Developer shall convey to Utility or provide by recorded subdivision plats, in either case at no cost or expense to Utility, such easements or rights-of-way within the Property for the Facilities and off-site interconnections and the use, operation and maintenance thereof as Utility shall reasonably require for the performance of Utility's obligations under this Section. All easements and rights-of-way shall be in a form satisfactory to Utility.

**4.5.10 Special Provisions.**

4.5.10.1 All Applicants requesting service under the provisions of this

Section shall be provided details of estimated costs and other data setting forth the terms and conditions under which Utility shall make extensions and/or alterations hereunder.

4.5.10.2 All Applicants requesting deviation from any of the terms and conditions of this Section shall be required to enter into a written extension agreement containing the terms and conditions under which Utility shall make the extension and/or alteration.

4.5.10.3 Subject to Utility approval of assignee, any application for service entered into under this Section may be assigned upon written notice to Utility by the holder of said application for service, as shown on

4.5.8.3 Utility's records.

4.5.10.4 Construction may not commence until all permits including a UEPA, if necessary, are obtained.

## ARTICLE V AMENDMENTS

**Section 5.1 Procedure for Amending Rules and Regulations.** Amendment of these Rules and Regulations shall occur in accordance with the procedures as set forth herein.

**5.1.1 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 forth the rationale supporting such amendment.

**5.1.2 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.

**5.1.3 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.

**5.1.4 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.

**5.1.5 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.

**5.1.6 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.

**5.1.7 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 VI. ADMINISTRATIVE PROVISIONS

**Section 6.1 Recordation.** These Rules and Regulations and any amendments thereto shall be timely recorded in the records of Kootenai County against any property receiving service from the Utility. A summary notice specifically referencing the same may be recorded against any service properties outside of the BRPUD.

**Section 6.2 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, a legally organized water district, a public corporation or a private individual or entity.

**Section 6.3 No Waiver.** No failure to present a bill, 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 not 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 6.4 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 6.5 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 6.6 Resolution of Disputes.**

**6.6.1 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 and Black Rock Utilities. For Owners outside of the BRPUD the same dispute resolution procedures will be followed.

**6.6.2 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 6.7 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.

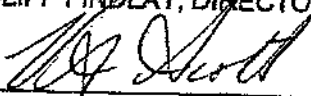
**Section 6.8 Recovery of Costs.** If legal assistance is obtained to enforce any of the provisions of these Rules and Regulations, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of these Rules and Regulations or the restraint of violations of these Rules 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 15 day of JUNE, 2012.

**BLACK ROCK UTILITIES, INC.**

By and through its Board of Directors


  
\_\_\_\_\_  
CLIFF FINDLAY, DIRECTOR

  
\_\_\_\_\_  
VICKI SCOTT, DIRECTOR

  
\_\_\_\_\_  
ROGER ANDERSON, DIRECTOR

RECORDING REQUESTED BY:

Black Rock Homeowner Association, Inc.  
1250 Ironwood Drive, Ste. 226  
Coeur d'Alene, ID 83814

JIM BRANNON 3P 2467553000  
KOOTENAI COUNTY RECORDER Page 1 of 3  
DAS Date 08/21/2014 Time 01:42:56  
REG OF BLACK ROCK HOA  
RECORDING FEE: \$16.00  
  
2467553000 SC

**BLACK ROCK HOMEOWNERS ASSOCIATION, INC.**  
**MEMORANDUM REGARDING**  
**POLO CIELO LOT 340 TREES**

The purpose of this Memorandum is to notify existing and future owners of the Property (as defined below) of the existence of an agreement between the current Property owner and the Black Rock Homeowners Association, Inc.

The Property subject to this Memorandum is located within that Black Rock development known as "Polo Cielo" and is described as follows:

Lot 4, Block 3, (Black Rock Lot #340) of the Black Rock 6<sup>th</sup> Addition, according to the Plat recorded August 25, 2005 as Kootenai County Instrument No. 1975082, Book J of Plats at Page 41.

Said property is referred to herein as "Lot 340."

Polo Cielo is subject to the provisions of the "Covenants, Conditions, and Restrictions" pertaining to the Black Rock Planned Unit Development, and any amendments thereto, first recorded as Kootenai County Instrument No. 1689309 on July 31, 2001 (hereafter "the Declaration"). It is also subject to the Design Guidelines and all recorded amendments thereto.

Section 2.1 of the Third Amendment to Design Guidelines, dated May 1, 2004, states that, "Owners in Polo Cielo are prohibited from planting, outside the Building Envelope, trees and the like, which could obstruct the view from neighboring Lots".

Lot 340 is currently owned by Darrell and Cheryl Wright who sometime prior to May 1, 2014 planted six additional trees without obtaining the required Design Review Committee approvals. Attached as Exhibit A is the Wright Line Marking lot map showing these six (6) trees, three (3) of which are located outside the building envelope on Lot 340 and three (3) of which are planted within Tract A (which is owned by the Black Rock Homeowners Association).

The Association has agreed to let these six (6) trees remain in place subject to the agreement of the Lot 340 Property owners that they will remove the trees, at their sole cost, and expense, at any point in the future should a neighboring lot owner request the removal of the same on the basis that the view from said neighboring owner's lot has been unreasonably



LOT 340 OWNER

DATED: 8/11/14

*Darrell Wright*  
By:  
Its \_\_\_\_\_

STATE OF Idaho )  
 ) ss.  
COUNTY OF Kootenai )

On this 11 day of August, 2014, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared Darrell Wright and Not Applicable, the Owners of Black Rock Lot #340, who are personally known to me and/or who provided sufficient evidence of their capacity as said Owner, and whose names are subscribed to the within instrument and who acknowledged that they executed the same.

WITNESS my hand and official seal.

SANDRA HAIGHT  
Notary Public  
State of Idaho

*Sandra J. Haight*  
Notary Public in and for the State of Idaho  
Residing at: Coeur d'Alene  
My commission expires: 05/01/2019

SANDRA HAIGHT  
Notary Public  
State of Idaho



RECORDING REQUESTED BY:

Black Rock Homeowners Association, Inc.  
c/o Association Services, Inc.  
1250 Ironwood Drive, Suite 226  
Coeur d'Alene, ID 83814

**NOTICE OF TERMINATION OF "PERIOD OF DECLARANT CONTROL"  
UNDER THE "DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF BLACK ROCK A PLANNED UNIT  
DEVELOPMENT" RECORDED JULY 31, 2001 AS  
KOOTENAI COUNTY INSTRUMENT NO. 1689309**

ALL PERSONS AND PARTIES SHALL PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On July 31, 2001, the "Declaration of Covenants, Conditions and Restrictions of Black Rock a Planned Unit Development" was recorded as Kootenai County Instrument No. 1689309.
2. Pursuant to a Judgment entered March 11, 2014 in Kootenai County Case No. CV-14-1028 (denominated Black Rock Homeowners Association, Inc., et al. v. Black Rock Development, Inc.), the "Period of Declarant Control" established under Instrument No. 1689309 is terminated.

Dated this 19<sup>th</sup> day of August, 2014.

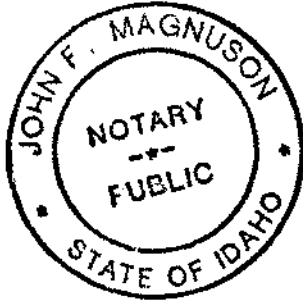
**BLACKROCKHOMEOWNERS ASSOCIATION, INC.**

By:   
VICKI HAFEN SCOTT, President

STATE OF IDAHO )  
 ) ss.  
COUNTY OF KOOTENAI )


On this 19<sup>th</sup> day of August, 2014, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **VICKI HAFEN SCOTT**, as President of Black Rock Homeowners Association, Inc., and who acknowledged that she had authority to execute the same.

WITNESS my hand and official seal.



*John F. Magnuson*  
\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at: *Coeur d'Alene*  
\_\_\_\_\_  
My commission expires: *9/10/14*  
\_\_\_\_\_

BR HOA.TERMINATION.NOT.wpd

DANIEL J. ENGLISH 137P I 2050898000  
KOOTENAI CO. RECORDER Page 1 of 137  
BBB Date 08/22/2006 Time 10:14:13  
REC-REQ OF INLAND NORTHWEST CONSULT  
RECORDING FEE: 478.08  
  
2050898000 SC 9

CONDOMINIUM DECLARATION  
OF  
BLACK ROCK GOLF COTTAGES

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**CONDOMINIUM DECLARATION  
OF  
BLACK ROCK GOLF COTTAGES**

The Declarant, Black Rock Development, Inc., an Idaho corporation, is the owner of real property in Kootenai County, Idaho, legally described in Exhibit "A" attached hereto, together with the improvements thereon (the "Condominium Property").

Pursuant to the Idaho Condominium Property Act, Idaho Code § 55-1501 *et. seq.*, (the "Act"), and for the intent and purpose of creating a project (the "Condominium" or the "Project") and subjecting the Condominium Property to the provisions of the Act, the undersigned, being the sole owner of the Condominium Property, makes this Condominium Declaration.

By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment respecting the Condominium Property or any Unit in the Condominium created by this Condominium Declaration, it is agreed that this Condominium Declaration, together with the Plat and Plans referred to herein, creates covenants, conditions, restrictions and reservations effecting a common plan for the Condominium Property mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plans are binding upon the entire Condominium Property and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Condominium Property or any security interests therein, without any requirement of further specific reference or inclusion in deeds, contracts, foreclosures, or sales of Units under security instruments.

The Condominium Property is also subject to 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, and such other amendments as may be recorded from time to time (the "Black Rock CC&Rs") and any Design Guidelines and Rules and Regulations authorized by the Black Rock CC&Rs and adopted from time to time. The Black Rock CC&Rs, Design Guidelines and Rules shall be collectively referred to herein as the "Black Rock Documents." Nothing contained herein shall invalidate, supersede or otherwise modify the Black Rock Documents.

**ARTICLE I.  
INTERPRETATION AND BINDING EFFECT**

**1.1 Liberal Construction.** The provisions of this Condominium Declaration shall be liberally construed to achieve the purpose of creating a uniform plan for the development and operation of the Condominium Property under the applicable

provisions of Idaho law. It is further intended and covenanted that the provisions of the Act under which this Condominium Declaration is operative shall be liberally construed to achieve the intent of this Condominium Declaration to the extent reasonably possible.

**1.2 Covenant Running With Land.** The covenants, conditions, restrictions and reservations set forth in this Condominium Declaration shall run with the land and each estate therein and shall be binding upon Declarant, Declarant's successors-in-interest, purchasers, assigns, heirs and all persons having or acquiring any right, title or interest in said real property or any lot, parcel or portion thereof. This Condominium Declaration supplements and interprets the Act and operates independently of the Act should the Act be, in any respect, inapplicable.

**1.3 Original Owner.** Declarant is the original owner of all Units and the Condominium Property and will continue to be deemed the owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are filed of record.

**1.4 Separate Interest – Taxation.** Each Unit that has been created, together with its allocated interest in the Common Area, constitutes, for all purposes, a separate parcel of real property. Each Unit, together with its interest in the Common Area, must be separately assessed and taxed.

**1.5 Severability.** This Condominium Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provisions of this Condominium Declaration found to be invalid or unenforceable by a court of competent jurisdiction will be ineffective to the extent of such invalidity or unenforceability without affecting the remainder of this Condominium Declaration, which shall continue in full force and effect as if the invalid or unenforceable provision had not been included in the first instance.

**1.6 Rules Against Perpetuities and Unreasonable Restraints On Alienation Inapplicable.** The rules of property known as the rule against perpetuities and the rule restricting unreasonable restraints on alienation shall not be applied to defeat any provision of this Condominium Declaration or such other documents related to the Condominium Property adopted in accordance or consistent with the Act.

**1.7 Construction.** In interpreting words in this Condominium Declaration, unless the context otherwise provides or requires, the singular will include the plural, the plural will include the singular, and references to the masculine, feminine or neuter shall each include the other.

**1.8 Captions and Exhibits.** Captions given to the various Articles and Sections herein are for convenience only and shall not affect the meaning or interpretation of the substantive provisions of this Condominium Declaration. The exhibits referred to and attached to this Condominium Declaration shall be incorporated herein by reference as though fully set forth.

**1.9 Conflicts Between Documents.** In case of a conflict between this Condominium Declaration, the Articles of Incorporation of the Condominium Association (the "Articles"), and the Black Rock Documents, the Black Rock Documents will control. In the event of a conflict between this Condominium Declaration and the Articles, this Condominium Declaration will control.

## **ARTICLE II. DEFINITIONS**

**2.1 Applicable Definitions.** Unless the context clearly provides or requires otherwise, the terms used in this Condominium Declaration shall have the same meaning given in the Act or the Black Rock Documents, as applicable. In the event of a conflict in meaning between the Act and the Black Rock Documents, the Act shall control. When used in this Condominium Declaration, the following capitalized words and phrases shall have the following meanings:

**2.1.1 "Allocated Interest"** means the undivided interest in the Common Area owned by, and the Common Area Liability and votes in the Condominium Association allocated to, each Unit.

**2.1.2 "Common Assessment"** means the Assessment levied pursuant to Section 6.3 herein.

**2.1.3 "Assessments"** means the Annual Assessments levied pursuant to Article VI herein, as well as any Assessments levied by the Black Rock Homeowners Association, Inc. ("Black Rock HOA") pursuant to the Black Rock Documents.

**2.1.4 "Board" or "Board of Managers"** means the Board of Managers of the Condominium Association.

**2.1.5 "Building"** means a building or other structure constructed on the Property.

**2.1.6 "Bylaws"** means the bylaws of the Condominium Association establishing the methods and procedures for operation of the Association

**2.1.7 "Condominium Association"** means the Black Rock Golf Cottages Association, Inc., an Idaho non-profit corporation organized as the Condominium Association to administer the Project, and any successor to that entity by whatever name.

**2.1.8 "Condominium Association Bylaws"** mean the Bylaws of the Condominium Association establishing the methods and procedures for operation of the Condominium Association, including amendments thereto.

**2.1.9 "Condominium Manager"** means any person or entity appointed to perform such management and administrative functions and duties with respect to the Condominium Property as may be delegated to it by the Condominium Association.

**2.1.10 "Conveyance"** means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

**2.1.11 "Eligible Mortgagee"** means any Mortgagee or holder of a security interest on a Unit that has notified the Condominium Association, in writing, of such Eligible Mortgagee's name and address, and that such Eligible Mortgagee holds a Security Interest in a Unit, with the identifying number or street address of such Unit. Such notice shall be deemed to include a request that such Eligible Mortgagee be given copies of notices of any action by the Condominium Association or an Owner of another Unit, as applicable, which requires the consent of the Eligible Mortgagee.

**2.1.12 "Foreclosure"** means a forfeiture or judicial or non-judicial foreclosure of a Mortgage, real estate contract, deed of trust or a deed-in-lieu thereof.

**2.1.13 "Mortgagee"** means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit or the Property created by mortgage or deed of trust and shall also mean the vendor, or the designee of the vendor, or a real estate contract for the sale of a Unit or the Property.

**2.1.14 "Owner" or "Unit Owner"** means the record owner, whether one or more Persons, of the fee simple, legal title, or an undivided interest therein, to a Unit, which shall include the Declarant, as the record owner of any unsold Units, and exclude real estate contract purchasers and those having an interest in a Unit merely as security for the performance of an obligation.

**2.1.15 "Plat and Plans"** means that certain condominium plat and the plans duly recorded in Kootenai County, Idaho on Aug 22, 2006, 2006, as instrument number 2050897000 and any amendments, corrections, and addenda thereto subsequently recorded in the records of Kootenai County, Idaho.

**2.1.16 "Special Declarant Rights"** means, as applicable, any rights reserved, if any, in this Condominium Declaration for the benefit of Declarant to: (1) complete improvements indicated on the Plats and Plans; (2) exercise any Development Right; (3) use easements through the Common Area for the purpose of making improvements within the Condominium or within real estate which may be added to the Condominium; (4) appoint or remove any director or

officer of the Association; and (5) fix any construction or other defect in the buildings, structures and other improvements located on the Condominium Property pursuant to Article XI of this Condominium Declaration.

**2.1.17** "Transfer of Control" means the date when control of the Condominium Association is required to be transferred by Declarant to the Owners, namely the date on which Declarant no longer has the right to appoint and remove the members of the Condominium Board, as more fully provided herein.

**2.1.18** "Unit" means the physical portion of the Condominium Property designated for separate ownership or occupancy, the boundaries of which are described in Section 3.4 herein.

### **ARTICLE III. CONDOMINIUM DESCRIPTIONS; RIGHTS OF UNIT OWNERSHIP**

**3.1** **Number of Units.** The total number of buildings to be constructed on the Condominium Property is thirty-six (36). The location, dimensions and area of each building currently located on the Condominium Property are shown on the Plat and Plans. The total number of Units, which Declarant intends to create, is thirty-six (36). Until Transfer of Control, Declarant reserves the right to increase or decrease the number of Units in its sole discretion and in compliance with all applicable laws or ordinances.

**3.2** **Unit Number.** The layout, location, dimensions and identifying number for each of the Units is shown on the Plat and Plans. The identifying number of each of the Units created by this Condominium Declaration is also set forth in Exhibit "B" attached hereto.

**3.3** **Allocation of Common Area Interests, Common Expense Liability and Votes.** Attached as Exhibit "B" hereto is a list of all Units, their identifying number and the Allocated Interests of each Unit. The Allocated Interests of the Units have been determined, and, in the event of or upon any future addition of a Unit, expansion or addition to a Unit, or subdivision of a Unit, shall hereafter be re-determined, on the basis of the relative size of each of the Units to the size of all Units in the Condominium Property, utilizing the total number of square feet contained within the Unit, as indicated and certified on the Plat and Plans, as the same may be amended from time to time as provided herein. The undivided interest in the Common Area owned by, and the Common Expense Liability and votes in the Condominium Association allocated to, each Unit shall be equal to such Unit's Allocated Interest, as the same may be amended from time to time.

**3.4** **Unit Boundaries.** The physical boundaries of each Unit are the exterior surfaces of the Unit structure, including the cart garage for each Unit, and each Unit includes the entire building structure and the airspace so encompassed as well as any

and all porches, portals, decks, balconies, trellises, patios, shutters, window wells, awnings, window boxes, doorsteps, exterior electrical outlets and fixtures, stoops and other similar fixtures designed to serve a single Unit and located on the exterior of such Unit

Each Unit shall include, without limitation, the following:

**3.4.1** All equipment, fixtures, tanks, pumps, motors, fans, compressors, ducts and all apparatus and installations, which exclusively serve such Unit, and all control knobs, switches, thermostats and other items appurtenant to such equipment, fixtures, etc., whether affixed to or projecting from the interior or exterior walls or the floors, ceilings or roof.

**3.4.2** All plumbing, electric, heating, ventilating and other utility or service equipment fixtures, lines, pipes, conduit, vents, plugs, outlets and the like which exclusively serve such Unit.

**3.5 Unit Architectural Plans.** The Units shall be constructed substantially in compliance with one of the sets of architectural plans attached hereto as Exhibits "C" and "D", as designated on the Plat and Plans.

**3.6 Presumption as to Physical Boundaries.** The physical boundaries of a Unit constructed in substantial compliance with the original Plat and Plans shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the Plat and Plans, regardless of settling or lateral movements of the Building or minor variances between the Building boundaries shown on the Plat and Plans and the actual boundaries of the Units in the Building.

**3.7 Subdivision of Units.** No Owner shall, by deed, plat or otherwise, subdivide any Unit, or in any manner cause any Unit to be separated into any apartments or units smaller than the whole of the Unit as shown on the Plat and Plans.

#### **ARTICLE IV. COMMON AREA**

**4.1 Description of Common Area.** The Common Area consists of all portions of the Condominium Property other than the Units.

**4.2 Owners' Interest in Common Area.** Each Unit shall be allocated an undivided interest in the Common Area as set forth in Exhibit "B" attached hereto.

#### **ARTICLE V. DESCRIPTION OF LIMITED COMMON AREA**

**5.1 Limited Common Area.** The portions of the Common Area, such as yards and the like, allocated, shown and identified on the Plat and Plans as Limited

Common Area for a particular Unit or Units shall be Limited Common Area, for the exclusive use of the particular Unit or Units to which their use is so allocated, as indicated on the Plat and Plans. In addition to the Limited Common Area appurtenant to a Unit or Units which are reflected on the Plat and Plans, the following items shall also constitute Limited Common Area, allocated solely to, and for the exclusive use of, a Unit:

**5.1.1** Carports that are assigned to a Unit as more particularly shown on Exhibit "B" hereto and on the Plat and Plans, the boundaries of said carports being defined by the concrete slab and exterior surfaces of the structure and the airspace so encompassed, or the allocated portion thereof.

**5.1.2** Boundary. If there is no fence, wall or other enclosure establishing the boundary of a Limited Common Area, then the boundary shall be depicted on the Plat and Plans.

**5.1.3** Driveways and walkways leading from the road to the particular Unit.

**5.1.4** Reallocation Between Units. Any Limited Common Areas, except carports, may be reallocated between Units only with the approval of the Condominium Association and by an amendment to this Condominium Declaration executed by the Owners of, and approved in writing by the Mortgagees holding Mortgages against, the Units to which the Limited Common Area was and/or will be allocated. The Condominium Association shall approve the request of the Owner(s) under this Section within thirty (30) days of receipt of a specific written request, unless the proposed reallocation does not comply with the Act or this Condominium Declaration. The failure of the Board to act upon a request within such period shall be deemed an approval thereof. The amendment shall be recorded in the names of the requesting Owner(s) and of the Condominium Association. Carports may not be reallocated.

**5.1.5** Reallocation of Common Area or Limited Common Area. At least sixty-seven percent (67%) of the Unit Owners must agree to reallocate a Common Area as a Limited Common Area or to incorporate a Limited Common Area into an existing Unit. The Owner of the Unit to which the Common Area will be reallocated or the Limited Common Area incorporated must vote in favor of the reallocation or incorporation, as the case may be. Such reallocation or incorporation shall be reflected in an amendment to this Condominium Declaration or the Plat and Plans. Provided, however, this Section shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Right reserved by Declarant.

**ARTICLE VI.  
COMMON EXPENSES AND ASSESSMENTS**

**6.1 Mutual Covenant to Pay Assessments.** Declarant, as the owner of the Condominium Property, and each Owner, by acceptance of a deed to a Unit, covenants and agrees with each other Owner and with the Condominium Association, to pay all assessments levied by the Board, as provided in this Condominium Declaration, whether or not such covenant is contained in a deed to a Unit.

**6.2 Common Expense Fund.** The Board of Managers shall establish the Common Expense Fund for the payment of Common Expenses. The Common Expense Fund shall be funded by assessments for Common Expenses as hereinafter provided, to be paid by all Owners, including Declarant, in proportion to the Owner's then applicable Allocated Interest; provided, however, that Declarant shall pay (i) all Common Expenses until the Condominium Association makes an assessment for the Common Expenses, and (ii) until the applicable Development Right has been exercised, expired or released, Common Expenses attributable to portions of the Condominium Property over which Declarant has reserved Development Rights pursuant to Article XI. The fiscal year of the Condominium Association shall be the calendar year unless otherwise determined by the Board of Managers, and the Common Expense Fund shall be administered on the basis of such fiscal year. Assessments shall commence on each Unit upon closing on the first purchase of such Unit on a prorated basis for the then current year and will continue thereafter at such frequency as may be determined by the Board from time to time. The budget for the initial assessments shall be determined by the Board in accordance with Section 6.3 and shall be prorated over the Condominium Association's fiscal year commencing with the date for the first assessment.

**6.3 Common Expense Assessments.** Within a reasonable period of time after creation of this Condominium, but not later than the closing date of the first Unit sale, the Declarant shall prepare and approve the initial budget and make a Common Expense Assessment. The budget shall estimate the charges to be paid during such year and may include provision for funding and maintaining reasonable reserves for contingencies, operations and repairs, replacement and improvement of Common Area and common property, and shall take into account any expected income and any surplus available from prior years Operating Funds. After the first assessment has been made, assessments shall be made thereafter annually, based upon the budget adopted annually by the Condominium Association.

All Common Expenses will be assessed against each Unit in accordance with the Allocated Interest set forth herein. Any past due Common Expense assessment or installments thereof shall bear interest at the rate of twelve percent (12%) per annum.

The expense of repair, replacement and maintenance of Limited Common Area shall be the sole responsibility of the Unit to which that Limited Common Area is assigned. Any Common Expense or portion thereof benefiting only one Unit must be

assessed exclusively against the Unit benefited. The costs of insurance must be assessed in proportion to risk. The costs of utilities must be assessed in proportion to usage. To the extent that any Common Expenses are caused by the misconduct of any Unit Owner, the Condominium Association may assess that expense against the Owner's Unit. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities. Any assessments to pay judgments entered against the Condominium Association can be made only against Units in the Condominium at the time the judgment was entered in proportion to their allocated Common Expense Liabilities at the time the judgment was entered. If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

Condominium Owners shall be obligated to pay their share of Common Expenses and special charges made pursuant to this Article to the Condominium Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Condominium Association shall designate. No Owner may exempt himself from liability or payment of assessments for any reason, including waiver or discontinuance of use or enjoyment of any Common Area or abandonment of the Owner's Unit.

**6.3.1 Common Area Maintenance Assessments by Association.**

Notwithstanding the foregoing, maintenance, repair and replacement of the Common Areas shall be performed by the Black Rock Homeowners Association and assessed directly to the Owners by such Association pursuant to the Black Rock CC&Rs.

**6.4 Capitalization of Condominium Association.** In order to provide the Condominium Association with adequate working capital funds, the Condominium will collect at the time of the close of escrow of each Unit, whether for the initial sale or a subsequent resale of a Unit, an amount equal to three months' installments of the annual Common Expense Assessment at the rate in effect at the time of the close of such escrow. Such funds shall be available for any such purpose as the Board may determine from time to time. Payments hereunder from escrow closings are not and shall not be considered advance payments of annual Common Expense Assessments.

**6.5 Lien for Assessments.** The Condominium Association has a lien on a Unit for any unpaid assessments levied against the Unit from the time of filing the notice of assessment described herein subject to the time described in the limitation of action section herein. All assessments, fees, late charges, fines and interest charges are enforceable as liens. If an assessment is payable in installments, the Condominium Association has the right to include in the lien the full amount of the assessment from the time the first installment thereof is due.

**6.5.1 Priority.** Except as provided for in this Article, the lien(s) set forth herein shall be prior to all other liens and encumbrances, recorded or

unrecorded, on a Unit filed or recorded subsequent to the recordation of the Notice of Assessment described herein.

**6.5.2 Notice of Assessment.** The amount of any Assessment, together with those other charges thereon, set forth in this Section, shall be and become a lien upon the Unit assessed when the Condominium Association causes to be recorded with the county recorder of the county in which such Unit is located a notice of assessment, which shall state (1) the amount of such assessment and such other charges thereon as may be authorized under this Section, (2) a description of the Unit against which the same has been assessed, and (3) the name of the record owner thereof. Such notice shall be signed by an authorized representative of the Condominium Association other than the Unit Owner, if a representative of the Condominium Association owns the Unit against which the assessment is made. Upon payment of said Assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Condominium Association, or the other owner, as applicable, shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof.

**6.5.3 Mortgage Priority.** The lien shall be subordinate to (1) tax and special assessment liens on a Unit in favor of any assessing agency or special district; (2) any first Mortgage recorded subsequent to the date of recordation of the Notice of Assessment except to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Condominium Association, which would have become due during the six months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Condominium Association or a mortgagee, the date of a trustee's sale in a nonjudicial foreclosure by a mortgagee, or the date of recording of the Declaration of Forfeiture in a proceeding by the vendor under a real estate contract, if that or a substantially similar nonjudicial remedy is available under law; and (3) labor and materialmen's liens arising prior to recording the Notice of Assessment.

**6.5.4 Limitation on Action.** Unless sooner satisfied and released or the enforcement thereof initiated, a lien for unpaid Assessments shall expire and be of no further force or effect one (1) year from the date of recordation of said Notice of Assessment; provided, however, the one (1) year period may be extended by the Condominium Association or the applicable Unit Owner, as applicable, for a period not to exceed one (1) additional year by recording a written extension thereof.

**6.5.5 Foreclosure.** The lien for assessments may be enforced by sale by the Condominium Association, its attorney or other person authorized to make the sale, after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law for the exercise of powers of sale in deeds of trust or in any other manner permitted by

law. The Condominium Association shall have the power to purchase the condominium at foreclosure sale and to hold, lease, encumber and convey the same. Nothing in this Section shall prohibit the Condominium Association from accepting a deed in lieu of foreclosure.

**6.5.6 Receiver.** From the time of commencement of an action by the Condominium Association to foreclose a lien for nonpayment of delinquent Assessments against any Unit that is not occupied by the Owner thereof, the Condominium Association shall be entitled to the appointment of a receiver to collect from the tenant thereof, if any, the rent for the Unit as and when due. If the rental is not paid, or the Unit is not rented, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the unit, then to applicable charges, then to costs, fees and charges of the foreclosure action, and then to the payment of the delinquent assessments. Only a receiver may take possession and collection rents under this Section, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Condominium Association of the foregoing rights shall not affect the priority of a right to rents, if any, of preexisting liens on the Unit.

**6.5.7 Mortgagee Liability.** Except as specifically provided in this Article, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure of a lien for assessments shall not be liable for Assessments or installments thereof that become due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Article.

**6.5.8 Lien Survives Sale.** The lien for assessments shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure on the lien.

**6.5.9 Owner Liability.** In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments made against the Unit up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee thereof. Suit to recover a personal judgment for any delinquent Assessments shall be maintainable in any court of competent jurisdiction without the necessity of foreclosing or waiving the lien securing such sums.

**6.5.10 Late Charges.** The Condominium Association may from time to time establish reasonable late charges to be charged on all subsequent delinquent assessments or installments thereof.

**6.5.11 Attorneys' Fees.** The prevailing party shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal, in bankruptcy and in the enforcement of a judgment.

**6.6 Acceleration of Assessments.** In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Condominium Association may, or the other Owner, as applicable, may, upon fifteen (15) days written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as is determined by the Condominium Association of the monthly assessments and special charges which the Condominium Association or other Owner, as applicable, reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

**6.7 Working Capital Contribution: Capital Fund.** If the Condominium Association elects to do so, at the same time as the Condominium Association prepares the annual budget for Common Expenses, the Condominium Association may also determine the replacement costs of the Common Areas subject to replacement. If the Condominium Association determines to assess said costs, each Owner shall pay to the Condominium Association, in addition to other amounts due, a sum, payable monthly, prorated by dividing the replacement cost over the period of time necessary to collect sufficient sums to replace said item, which sums shall be placed in a working capital fund and shall be used only for the replacement of said items. Further, the Condominium Association may from time to time require the Unit Owners to pay to the Condominium Association, in addition to other amounts due, an amount equal to two (2) months assessments as a contribution to the Condominium Association's working capital. When a Unit is sold, and a working capital fund exists, that Unit Owner may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Condominium Association for such contribution with respect to that Unit.

**6.8 Condominium Association Records – Funds.** The Condominium Association shall keep financial records which will be available for examination by any Unit Owner or their agent. At least annually, the Condominium Association shall prepare, or cause to be prepared, a financial statement of the Condominium Association. Financial records may be audited from time to time as determined by the Board or if requested by a majority of the Unit Owners.

Funds of the Condominium Association may not be commingled with any other funds and reserve funds, if any, must be segregated.

**6.9 Condominium Association as Trustee.** Where the Condominium Association acts in its capacity as trustee, third persons may assume its power to so act in its proper exercise of that power, and may rely on its action without ascertaining its authority.

**ARTICLE VII.  
USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY**

**7.1 Residential Units.** Unless otherwise allowed under applicable land use law, and then only upon amendment of this Condominium Declaration, the Units shall be used for Residential Purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis; for such other reasonable purposes permitted by law in residential dwellings; for the common social, recreational or other reasonable uses normally incident to such purposes; and for purposes of operating the Condominium Association and managing the Condominium.

**7.2 Vehicle Parking Restrictions.** Limited Common Area carports and Common Area parking spaces, if any, (except fully enclosed car garages) are restricted to use for parking of motor vehicles. Other items and equipment may be parked or kept there only subject to the approval of the Condominium Association. Any Unit Owner or the Condominium Association may require removal of any vehicle (and other equipment or item) improperly stored in carports or parking spaces. If the same is not removed, the Condominium Association or another Unit Owner, as applicable, shall cause removal at the risk and expense of the Owner of the improperly stored property. No boat trailers, recreational vehicles, or the like shall be parked or stored in carports or parking spaces or elsewhere within the Project. Fully enclosed garages may not be used for any purpose other than car storage.

**7.3 Common Drive and Walks.** Any common drives, walks, corridors, stairways and other general Common Area shall be used exclusively for normal transit and no obstructions, decorations, or other items shall be placed thereon or therein except by approval of the Condominium Association.

**7.4 Unit Maintenance.**

**7.4.1 Standard of Condition.** Each Unit Owner shall, at his sole expense, have the right and the duty to keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair. Each Unit Owner shall be responsible for the construction, alteration, maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment,

electrical fixtures or appliance which may be in or connected with such Owner's Unit.

**7.4.2 Additional Rights and Duties.** Without limiting the generality of the foregoing, each Owner shall have the right, at Owner's sole cost and expense, to construct, alter, maintain, repair, paint, paper, panel, plaster, tile and finish: interior of doors and door frames and trim; interior non-loading partitions; the interior surfaces of the ceilings, floors, and the perimeter walls of the Unit and the surfaces of the bearing and non-bearing walls located within the Unit, as well as the exterior equipment and surfaces of the Unit, subject to the limitations of Section 7.5 herein. No Owner shall permit nor commit waste of to his/her Unit or the Common Area. This Section shall not be construed as permitting any violation of any other provision of this Condominium Declaration or the Black Rock Documents or any interference with or damage to the structural integrity of the Building or interference with the use or enjoyment of the Common Area or the other Unit, nor shall it be construed to limit powers or obligations of the Condominium Association hereunder.

**7.5 Alterations of Units.** Subject to the provisions regarding Unit Maintenance, a Unit Owner:

**7.5.1 Non-Structural.** May make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any portion of the Condominium. Cart garages may not be altered or enclosed for any use other than parking of vehicles and storage of personal property. Cart garages may not be converted for use as a dwelling room.

**7.5.2 Common Area.** May not change the appearance of the Common Area or the exterior appearance of a Unit without permission of the Condominium Association and the Black Rock Design Review Committee.

**7.6 Limited Common Area Maintenance.** Limited Common Area is for the sole and exclusive use of the Unit to which it is reserved or assigned; provided, that the use, condition and appearance thereof may be regulated under provisions of the Bylaws, Rules, this Condominium Declaration, or the Black Rock Documents, including the following:

**7.6.1 Decision by Board.** Decisions with respect to the standard of appearance and condition of Limited Common Area, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating Limited Common Area ("Maintenance Work" herein), shall be made by the Board and the Black Rock Design Review Committee, if required by the Black Rock Documents.

**7.6.2 Performance of Work.** Performance of such Maintenance Work shall be carried out by the Condominium Association on behalf of the Owner or Owners of Units to which the Limited Common Area in question is assigned or reserved; provided, that by written approval, the Board may permit such Owner or Owners to perform such Maintenance Work themselves.

**7.6.3 Board Approval.** Owners may not, however, modify, paint or otherwise decorate or in any way alter their respective Limited Common Area without prior written approval of the Board and the Black Rock Design Review Committee, if applicable.

**7.6.4 Owner Pays Cost.** Unit Owners will be responsible for the cost of such Maintenance Work for the Limited Common Area reserved for or assigned to their Units.

**7.6.5 Multiple Owners.** With respect to a Limited Common Area reserved for or assigned to more than one Unit for the mutual and joint use thereof, the cost of such Maintenance Work for such Limited Common Area shall be divided in equal shares among the Units for which such Limited Common Area is reserved.

**7.7 Exterior Appearance.** In order to preserve a uniform exterior appearance to the Buildings, and the Common and Limited Common Areas visible to the public, the Condominium Association shall approve any painting or other decorative finish of the Buildings, balconies, patio/yard areas or other Common or Limited Common Areas, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Buildings, balconies, patio/yard areas or other Common or Limited Common Areas undertaken or proposed by any Owner. This power of the Condominium Association extends to screens, doors, awnings, blinds, curtains, shades, window coverings, rails, siding and all other visible portions of each Unit.

**7.8 Effect on Insurance.** Nothing shall be done or kept in any Unit or in the Common or Limited Common Area which will increase the rate of insurance on the Common Area of Units without prior written consent of the Condominium Association. No Owner and/or purchaser or tenant shall permit anything to be done or kept in a Unit or in the Common or Limited Common Area which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Area, or which would be in violation of any laws or applicable regulations.

**7.9 Offensive Activity.** No noxious or offensive activity shall be carried on in any portion of the Condominium. No offensive or unlawful use shall be made of the property, nor any part thereof, and all valid laws, zoning ordinances, and the regulations of all governmental bodies having jurisdiction thereof shall be observed. No nuisances shall be allowed upon the Property. Each Unit Owner shall be responsible for the actions of its guest, invitees and tenants. Except when necessitated by construction, no

Unit Owner shall block nor permit any guest or tenant to block or obstruct or to litter the common driveways or entries or walkways or other Common Area. Allowed motor vehicles may only be parked in designated parking spaces or carports. Golf carts may only be parked in the cart garages.

**7.10 Common Area Alterations.** Nothing shall be altered or constructed in or (except for Owner's personal property) removed from, the Common Area except upon the written consent of the Condominium Association and after compliance with procedures required herein or by law.

**7.11 Rental Units.** The Leasing or Renting of a Unit by its Owner is limited and is governed by the provisions herein:

**7.11.1 No Transient Purposes.** With the exception of a lender in possession of a Unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to lease Owner's Unit for hotel or transient purposes which shall be defined as Renting or Leasing for any period of less than one full week (7 consecutive calendar days). Trusts, corporations, limited liability companies, partnerships or other such entities which own Units may not allow use thereof by a beneficiary, partner, employee or other such person and his or her immediate family for a period of less than one week. Nothing in this Section shall limit the ability of an Owner or lessee to have non-paying guests.

**7.11.2 Entire Unit.** No Unit Owner may lease less than the entire Unit.

**7.11.3 Written Leases.** All Leasing or Rental Agreements ("Leases") shall be in writing and be subject to this Condominium Declaration, the Bylaws and the Black Rock Documents, which shall be incorporated by reference in any such Lease. Any failure of a tenant to comply with this Condominium Declaration, the Bylaws or the Black Rock Documents shall be a default under the Lease.

**7.11.4 Liability of Owner.** The Unit Owner shall be liable for any violation of this Condominium Declaration, the Bylaws or the Black Rock Documents committed by Owner's tenant, without prejudice to Owner's right to collect from such tenant any sums paid by the Owner on behalf of the tenant.

**7.11.5 Rent to Condominium Association.** If a Unit is rented by its Owner, the Condominium Association may collect, and the tenant or lessee shall pay over to the Condominium Association, so much of the rent for such Unit as is required to pay any amounts due the Condominium Association hereunder, plus interest and costs if the same are in default over thirty (30) days. The tenant or lessee shall not have the right to question payment over to the Condominium Association, and such payment will discharge the lessee's or tenant's duty of payment to the Owner for rent, to the extent such rent is paid to the Condominium Association, but will not discharge the liability of the Owner or

purchaser and the Unit under this Condominium Declaration for Assessments and charges, or operate as an approval of the lease. The Condominium Association shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor in derogation of any rights that a Mortgagee of such Unit may have with respect to such rents.

**7.12 House Rules.** The Condominium Association is empowered to pass, amend and revoke detailed, reasonable administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guest and invitees upon adoption by the Condominium Association as if fully set forth herein.

## **ARTICLE VIII. LIMITATION OF LIABILITY**

**8.1 Liability for Utility Failure, Etc.** Except to the extent covered by insurance obtained by the Condominium Association, neither the Condominium Association, the officers, the Board, nor the Managing Agent, if any, shall be liable for: any failure of any utility or other service to be obtained and paid for by the Condominium Association; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may leak or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances or equipment, or from any other places, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

**8.2 No Personal Liability.** So long as an Owner, Board member, or officer(s) has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other party, including the Condominium Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Condominium Association.

**8.3 Indemnification of Board Members.** Each Board member, committee member or officer, shall be indemnified by the Condominium Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of intentional misconduct, gross negligence, or a knowing

violation of the law in performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property, or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Condominium Association approves such settlement and reimbursement as being in the best interest of the Condominium Association.

## **ARTICLE IX. EASEMENTS**

In addition to the easements shown on the Plat and Plans, and otherwise granted or described in this Condominium Declaration, the following easements are reserved and granted by Declarant.

**9.1 Easement for Ingress and Egress and Support.** Each Owner is hereby granted a nonexclusive easement and right of way, in common with each other Owner, appurtenant to each Unit, for ingress and egress to and from the Owner's Unit, through, over and along the portion of the Property not occupied by the Units or Limited Common Areas, which easement and right of way shall be deemed to run with the title to the Owner's Unit, subject to such reasonable rules, regulations and restrictions as may be imposed by the Condominium Association. Each Owner also is granted a non-exclusive easement in, on and over the Common Areas, including the Common Areas within the Unit of another Owner, for horizontal and lateral support of such Owner's Unit, as applicable, and for utility service to such Owner's Unit including, but not limited to, water, sewer, gas, electricity, telephone and television service, which easement and right of way shall be deemed to run with the title to the Owner's Unit, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association.

**9.2 Easements for Maintenance, Repair and Replacement.** The Condominium Association and any Person authorized by the Board of Managers shall be entitled to a right of access to and through any Unit and the Common Areas, including any Limited Common Areas, as may be necessary or appropriate for the performance of the Condominium Association's duties and functions which it is obligated or permitted to perform pursuant to this Condominium Declaration and the Act, including, but not limited to, as may be necessary or appropriate for the maintenance, repair or replacement of the Common Areas, for the correcting of any condition threatening a Unit or the Common Areas, for the purpose of performing installations, alterations or repairs, for the purpose of performing exterior maintenance, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Owner or occupant. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, and with such force as is apparently necessary to gain entrance, whether or not the Owner or occupant is present at the time.

**9.3 Easement for Encroachments.** If, by reason of the construction, reconstruction, repair, shifting, settlement or other movement of any one or more of the Units or other improvements on the Property, shifting, rising or settling of the earth, or by design or other error, including error on the Plat and Plans, any part of the Common Areas encroaches or shall hereafter encroach upon any part of a Unit; or if a Unit encroaches or shall hereafter encroach upon any of the Common Areas, or if a Unit encroaches or shall hereafter encroach upon another Unit, easements for the reasonable existence, use, maintenance, repair and replacement of such encroachment are hereby granted, for so long as such encroachment shall exist; provided, however, that in no event shall a valid easement for any encroachment be granted or otherwise created in favor of an Owner if such encroachment occurred due to the willful or grossly negligent conduct of said Owner.

**9.4 Easement in Favor of Declarant.** Declarant expressly reserves for Declarant, and Declarant's successors, assigns, independent contractors, agents and employees, an easement on, over, through and under the Common Areas, as may be reasonably necessary, for the purpose of (a) making improvements within the Condominium, including the installation, maintenance, repair and replacement of any underground utility lines through and under the Common Areas, (b) discharging Declarant's obligations, if any, under this Condominium Declaration, and (c) exercising any Development Rights or other Special Declarant Rights. Any damage to the Common Areas, including the Limited Common Areas, or the Units, caused by the exercise of the foregoing easements by or on behalf of the Declarant shall be promptly repaired by the Declarant, and the Common Areas and Units shall be promptly restored to the condition existing prior to such damage.

**9.5 Easements in Favor of Black Rock HOA.** Declarant expressly grants a non-exclusive easement in favor of the Black Rock Homeowners Association, Inc. on, over, through, across and under the Common Areas and Limited Common Areas, as may be reasonably necessary in order for Black Rock HOA to fulfill its responsibilities under this Condominium Declaration and the Black Rock Documents.

**9.6 Easements in Favor of The Club at Black Rock.** Declarant expressly grants a non-exclusive easement in favor of The Club at Black Rock, LLC. ("The Club"), over and across that portion of the Condominium Property designated as a practice putting facility. Such easement shall be for the purpose of constructing, repairing, maintaining and operating a practice putting facility for use by The Club's members and guests. The Club shall be responsible for all costs associated with such construction, repair, maintenance and operation. Upon completion of such practice facility, Declarant shall cause an easement to be recorded along with the appropriate legal description. Declarant is hereby irrevocably appointed attorney-in-fact for each and all Owners for the purpose of executing and recording said easement.

**9.7 Right to Grant Easements Over Common Areas.** Declarant reserves to itself, and, upon Transfer of Control, grants to Black Rock HOA, the right, power, authority and license to grant, execute and deliver such permits, licenses and

easements over the Common Areas, for utilities, roads and other purposes, as reasonably necessary, from time to time, for (a) making improvements within the Condominium, (b) discharging Declarant's and the Association's obligations under this Condominium Declaration, (c) exercising any Development Rights or other Special Declarant Rights, and (d) the operation of the Condominium.

**9.8 Run with Land.** All easements and rights described in this Article IX are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, purchaser, Mortgagee and other person having an interest in the Condominium Property, or any part or portion thereof, including any Unit and the Common Areas and Limited Common Areas.

**9.9 Reference in Deeds.** Specific reference to the easements granted and described in this Condominium Declaration, in the respective deeds of conveyance, in any Mortgage or other evidence of obligation, or in any other instrument affecting title to a Unit, shall be unnecessary, and all easements granted herein for an Owner are deemed appurtenant to the Unit of that Owner and all conveyances or any other instruments affecting title to a Unit shall be deemed to convey and reserve, as applicable, the easements herein provided, even though no specific reference to such easements and rights appear therein.

## **ARTICLE X. AMENDMENT OF DECLARATION**

**10.1 Restrictions on Amendments.** Except with respect to the exercise of Development Rights or other Special Declarant rights reserved in Article XI, this Condominium Declaration may be amended only with the prior written consent or vote of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Condominium Association are allocated (based upon the Allocated Interests); provided, however, that no material amendment of this Condominium Declaration may be made by the Owners without the additional, written consent of Mortgagees holding security interests on Units that represent at least fifty-one percent (51%) of the votes of Units (based upon Allocated Interests) that are subject to Security Interests held by Mortgagees. An amendment to this Condominium Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any amendment or change to any provision of this Condominium Declaration, which establishes, governs or regulates any of the following shall be considered material:

- (a) Voting rights;
- (b) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens or the priority of assessment liens;

- (c) Reductions in the requirements for reserves for maintenance, repair and replacement of Common Areas;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Areas or Limited Common Areas, or rights to their use, except that, when Limited Common Areas are reallocated by agreement between Owners, only those Owners and only Mortgagees holding Security Interests in such Units must approve such action;
- (f) Redefinition of any unit boundaries, except that when boundaries of only adjoining Units are involved: then only those Owners and the Mortgagees holding Security Interests in such Unit or Units must approve such action;
- (g) Convertibility of Units into Common Areas or of Common Areas into Units;
- (h) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) Hazard or fidelity insurance requirements;
- (j) Imposition of any restrictions on the leasing of Units;
- (k) Imposition of any restriction on the right of an Owner to sell, transfer, or otherwise convey his Unit;
- (l) If the Condominium shall contain and consist of fifty (50) or more Units, to establish self-management if professional management has been required previously by the Documents or by any Mortgagee;
- (m) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Act or Documents;
- (n) Any action withdrawing, abandoning, or terminating the submission of the Property to the Act after substantial destruction or condemnation of the Units or Common Areas;
- (o) Abandonment, partition, subdivision, encumbrance, sale or other transfer of the Common Areas by act or omission;
- (p) Any provision of this Condominium Declaration which is for the express benefit of Mortgagees, or the holders, insurers or guarantors of any first mortgage that is secured by a Unit.

**10.2 Further Limitation on Amendment.** Notwithstanding Section 10.1 to the contrary, any action withdrawing, abandoning, or terminating the submission of the

Property to the Act for any reason other than substantial destruction or condemnation of the Units or Common Areas must be consented to in writing by Eligible Mortgagees holding Security Interests on Units that represent at least sixty-seven percent (67%) of the votes of Units (based upon Allocated Interests) that are subject to Security Interests held by Eligible Mortgagees

**10.3 Implied Consent of Eligible Mortgagees.** Notwithstanding the contrary requirements of obtaining the written consent of Eligible Mortgagees in Section 10.1 and Section 10.2, a proposed amendment shall be conclusively deemed to have been approved by a Mortgagee if the Mortgagee fails to object or consent to a written proposal for an amendment within thirty (30) days after receipt of notice of the written proposal by such Eligible Mortgagee, provided such notice was delivered by certified or registered mail, "return receipt requested."

**10.4 Limitation on Amendments Affecting Declarant.** No amendment to this Condominium Declaration or the Articles or Bylaws which would in any way limit, prohibit or eliminate the existence or exercise of a Development Right or other Special Declarant Right, or having a similar effect, shall be effective without the written concurrence of the Declarant.

**10.5 Execution of Amendments.** An amendment to this Condominium Declaration required by the Act to be executed by the Condominium Association, which has been adopted in accordance with this Condominium Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Condominium Association by an officer of the Condominium Association designated for that purpose or, in the absence of designation, by the President of the Condominium Association.

## **ARTICLE XI. DECLARANT'S RIGHTS**

**11.1 Reserved Rights.** In addition to the rights described in Section 2.1.16, the Declarant hereby reserves each and all of the following, separate Development Rights:

(a) The right to use any Unit owned by the Declarant for promotional, marketing or display purposes, for offices of Declarant: or as a model for sales purposes.

(b) The right to maintain on the Property such advertising signs to advertise the Condominium or individual Units as may comply with applicable government regulations and the Black Rock Documents, which signs may be placed in any location on the Condominium Property and may be relocated or removed, all in the sole discretion of Declarant.

(c) The right to grant such ingress, egress and underground utility easements over the Common Areas as is reasonably necessary to complete the development and construction of intended improvements on the Condominium.

**11.2 Time Limit.** The Development Rights reserved in Sections 2.1.16 and 11.1 must be exercised by the Declarant, or its successors and assigns, if at all, within seven (7) years after the date that this Condominium Declaration is recorded in the records of Kootenai County. If not exercised within said time period, the respective Development Rights shall lapse.

**11.3 Assignment of Development Rights.** Any and all of Declarant's Development Rights reserved in Sections 2.1.16 and 11.1, and elsewhere in this Condominium Declaration, shall be freely assignable, in whole or in part, in one or more instances, to any Person. Such assignment(s) shall be evidenced by a written instrument, in recordable form, describing the specific Development Right being assigned, executed by Declarant, which shall be recorded in the real property records of the County in which the Property is located. Unless a latter date shall be indicated in such assignment, such assignment shall be effective as of the date of the recording of such assignment in the real property records of the County in which the Property is located.

**11.4 No Limitations or Assurances as to Exercise of Development Rights.** Declarant need not obtain the consent of any Owner or Eligible Mortgagee to exercise any Development Rights reserved in this Article XI. Any Development Rights may be exercised by Declarant with respect to different portions of the Condominium Property and Units subject to any Development Rights at different times, without any order of priority. No assurances are made by Declarant as to either the exercise of any Development Right, or the order in which those portions of the Property or Units subject to any Development Rights may be subject to the exercise of any Development Right. If any Development Right is exercised in any portion of the Condominium Property or Units, which is or are subject to that Development Right, that or any other Development Right need not be exercised in all or in any other portion of the remainder of the Property or Units.

**11.5 Right to Fix.** Notwithstanding any other provision of this Condominium Declaration, Declarant shall have the right to fix any and all construction or other defects in the buildings, structures, and other improvements located on the Condominium Property (collectively, "Defect"). Upon the discovery of a claimed Defect, the Condominium Association and/or Owner(s) shall notify Declarant of the Defect by mailing written notice to the Declarant by certified mail, return receipt requested. Following the mailing of the notice, the Condominium Association and the Owners shall allow Declarant and its contractors and other agents access to the Property to inspect the claimed Defect. Within one hundred twenty (120) days after receipt of the notice by Declarant, Declarant shall notify the Condominium Association and/or the Owner(s) as to whether Declarant intends to remedy the claimed Defect. If Declarant elects to remedy the claimed Defect, Declarant shall provide the Association and/or the Owner(s) with a written description of the construction work necessary to remedy the claimed Defect and a timetable for the completion of such work. If Declarant elects not to remedy the claimed Defect, the Association and/or the Owner(s) shall not recover from

Declarant more than the actual cost of remedying the claimed Defect. Declarant shall not be liable for more than the actual cost of remedying the claimed Defect. All claims, disputes, and other matters in question between the Declarant and the Condominium Association and/or Owner(s) arising out of a claimed Defect, are arbitratable at the election of Declarant and shall be decided by binding arbitration in Kootenai County, Idaho, before a single arbitrator in accordance with the provisions of Section 16.6 herein. Notwithstanding any other provision of this Condominium Declaration, neither party in any proceeding involving a claimed Defect shall have the right to recover attorneys' fees or other costs from the other party. No time limitation exists concerning the right of Declarant to exercise the rights described in this Section.

## **ARTICLE XII. PROTECTION OF SECURITY INTERESTS**

**12.1 Eligible Mortgagee Protection.** Except as specifically provided in this Condominium Declaration, no provision of this Condominium Declaration shall be construed to grant to any Owner or to any other Person any priority over any lien rights of an Eligible Mortgagee pursuant to its Security Interest in the case of distributions of insurance proceeds or condemnation awards.

**12.2 Subordination.** Notwithstanding any other provision of this Condominium Declaration to the contrary, the lien of any assessment levied pursuant to this Condominium Declaration upon a Unit (and any penalties, interest on assessments, late charges, attorneys' fees, and the like) shall be subordinate to a first mortgage on the Unit, if the first mortgage was recorded before the delinquent assessment was due; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability from any assessment thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

**12.3 Notice of Actions.** The Condominium Association shall give prompt written notice to each Eligible Mortgagee of:

- (a) Any condemnation or any casualty loss which affects either a material portion of the Condominium, or the Unit in which there is a Security Interest held by such Eligible Mortgagee;
- (b) Any delinquency in the payment of assessments or other charges owed by an Owner whose Unit is subject to a Security Interest held by such Eligible Mortgagee, which delinquency remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Article X hereof; and

(e) Any judgment rendered against the Condominium Association.

**12.4 Maintenance and Inspection of Documents and Books.** The Condominium Association continuously shall maintain current copies of the Documents, as well as the Condominium Association's books, records and financial statements, and shall make the same available, at reasonable times during normal business hours, for inspection by any Unit Owner, Eligible Mortgagee, or the holder, insurer, or guarantor of any other first mortgage secured by a Unit in the Condominium.

**12.5 Enforcement.** The provisions of this Article are for the benefit of Eligible Mortgagees and their successors, and may be enforced by any of them by any available means, at law, or in equity.

**12.6 Attendance at Meetings.** Any representative of an Eligible Mortgagee may attend and address any meeting that an Owner may attend.

**12.7 Professional Management Agreements.** Any agreement, entered into by the Condominium Association, for the professional management of the Condominium must allow for termination by either the Association, or the other party, without cause, and without payment of a termination fee or other penalty, on not more than ninety (90) days written notice. If any professional management agreement shall be entered into by the Condominium Association prior to the Transfer of Control, then such professional management agreement shall provide the Condominium Association with the right to terminate the agreement, without cause, and without payment of a termination fee or other penalty, by written notice by the Condominium Association, at any time after the Transfer of Control.

### ARTICLE XIII.

#### CERTAIN POWERS, RIGHTS AND DUTIES OF THE CONDOMINIUM ASSOCIATION AND BOARD

**13.1 Condominium Association as Attorney-in-Fact for Owners.** The Condominium Association is hereby irrevocably appointed attorney-in-fact for each and all of the Owners, to manage, control and deal with the interest of such Owner in Common Areas, so as to permit the Condominium Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, and to deal with the Property upon its expansion, destruction or obsolescence as hereinafter provided. The acceptance by any Person of any interest in any Unit shall constitute an appointment of the Condominium Association as an attorney-in-fact as provided above and hereinafter.

**13.2 Common Areas.** The Condominium Association shall provide for the care, operation, management, maintenance, repair and replacement of the Common

Areas, except that it shall not be obligated to clean, landscape or remove snow from the Limited Common Areas (except parking spaces) appurtenant to any Unit. Without limiting the generality of the foregoing, said obligations shall include the keeping of such Common Areas in a clean, attractive and sanitary condition, order and repair; removing snow and any other materials from such Common Areas which might impair access to the Property or to the Units; keeping the Property safe, attractive and desirable, and making necessary or desirable alterations; additions, betterments or improvements to or on the Common Areas.

**13.3 Other Condominium Association Activity.** The Condominium Association may undertake any activity, function or service for the benefit or to further the interests of all, some or any Owners on a self-supporting, special assessment or common assessment basis. Such activities, functions or services may include the providing of police or similar security services, janitorial and/or maid services, garbage and trash collection services and the providing of firewood.

**13.4 Managing Agent and Other Personnel.** The Condominium Association may obtain and pay for the services of a Managing Agent to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Condominium Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Condominium Association or by any Person or entity with whom or which the Condominium Association contracts.

**13.5 Insurance.** The Condominium Association shall obtain and maintain all insurance required in Article XV hereof.

**13.6 General Appropriations.** The Condominium Association may obtain and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of this Condominium Declaration or by law, as the Board deems necessary for administration, maintenance and operation of the Property as contemplated herein, or for the enforcement of this Condominium Declaration or the Bylaws.

**13.7 Liens.** The Condominium Association may pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the Property or against the Common Areas; provided, however, if such lien is created by an Owner, or by the act or omission of an Owner, the amount of such lien, and any costs relating thereto, shall be specially assessed by the Board against such Owner as a special assessment.

**13.8 Protection of Common Areas.** The Condominium Association may expend any amount necessary to provide maintenance and repair of any Unit deemed necessary, in the discretion of the Board, to protect the Common Areas or any other

portion of the Buildings, if the Owner of such Unit has failed or refused to perform said maintenance and repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to such Owner as provided in this Condominium Declaration; provided, however, the cost of such repairs and maintenance shall be specially assessed by the Board against such Owner as a Special Assessment.

**13.9 Acquisition of Personal Property.** The Condominium Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

**13.10 Regulations.** The Condominium Association may make and enforce reasonable and uniformly applied Regulations governing the use of Units and of Common Areas. Such Regulations may, without limitation, regulate use of Common Areas to ensure equitable use and enjoyment by all Persons entitled thereto, and may contain such provisions as the Board may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, safety, comfort and general welfare of the Owners and Occupants. The Board shall mail a copy of any Regulation so adopted to all members within ten (10) days of the date it is adopted.

**13.11 Suspension of Voting Rights.** The Condominium Association may suspend any Owner's voting rights in the Condominium Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligation of such Owner under this Condominium Declaration. The Condominium Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law and provided for in this Condominium Declaration.

**13.12 Right to Entry.** The Condominium Association, and any other person authorized by the Condominium Association, shall have the right of entry into a Unit in case of any emergency originating in or threatening such Unit, whether the Owner is present at such time or not. The Condominium Association, and any other person authorized by the Condominium Association, may enter a Unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Units, or are necessary for the maintenance of the Condominium; provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In the case of an emergency, such right of entry shall be immediate.

**13.13 Implied Rights.** The Condominium Association shall have and may exercise any right or privilege given to it expressly by the Act or this Condominium Declaration, or as may reasonably be implied from the provisions of the Act or this Condominium Declaration, or as otherwise given or may be implied by law, or which may be necessary or desirable to fulfill the Condominium Association's duties, obligations, rights or privileges.

**ARTICLE XIV.  
TAXATION**

Each Unit and its Allocated Interest in the Common Areas shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including for the purpose of special assessments and ad valorem levies.

**ARTICLE XV.  
INSURANCE, DAMAGE, DESTRUCTION AND CONDEMNATION**

**15.1 Authority and Requirement to Purchase Insurance.**

(a) The Condominium Association, acting by and through the Board of Managers, shall obtain, purchase, and maintain, all of the insurance policies specified and required in this Article XV, and shall pay the premiums therefor as a Common Expense. Neither the Condominium Association, Board of Managers, nor the Declarant, however, shall be liable for failure to obtain any coverages required by this Article XV, or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages, or if such coverages are so available only at a demonstrably unreasonable cost.

(b) Each required policy shall provide that:

(1) Each Owner is an insured Person under the policy with respect to liability arising out of such Owner's interest in the Common Areas or membership in the Condominium Association.

(2) The insurer waives any right to claim by way of subrogation against the Declarant, Black Rock HOA, the Condominium Association, the Board of Managers, or the Owners, and their respective agents, employees, guests and, in the case of the Owners, the members of their households.

(3) Such policy shall not be substantially modified or suspended due to the act or omission of any Owner (including his invitees, agents and employees) or of any member (acting within the scope of his authority for the Condominium Association), officer or employee of the Board of Managers, without a prior demand in writing that the Board of Managers cure the defect and neither shall have so cured such defect within sixty (60) days after such demand.

(4) Such policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Board of Managers, and the holder of any Security Interest on Units registered with the insurer.

(5) If, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Condominium Association's policy shall be the primary insurance.

(c) The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as an Owner.

(d) Each hazard policy of insurance shall be written by reputable companies, licensed to do business in the State of Idaho, with a "B" or better general policyholder's rating or a "6" or better financial performance index rating in A.M. Best Company's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in A.M. Best Company's *Insurance Reports – International Edition*, an "A" or better rating in Demotech, Inc.'s *Hazard Insurance Financial Stability Ratings*, a "BBBQ" qualified solvency ratio or a "BBB" or better claims -- paying ability rating in Standard and Poors, Inc.'s *Insurer Solvency Review*, or a "BBB" or better claims -- paying ability rating in Standard and Poor's *International Confidential Rating Service*, or, if such company does not meet the foregoing rating requirements, is covered by reinsurance with a company that meets either one of the foregoing A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ratings.

(e) The Condominium Association is hereby irrevocably appointed the agent and attorney-in-fact for each Owner, other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium, to adjust and settle all claims arising under insurance policies purchased by the Condominium Association, to execute and deliver releases upon the payment of claims and otherwise deal with the repair, destruction or obsolescence of any portion of the Project as is hereinafter provided, including without limitation the authority, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which are necessary and appropriate to exercise the powers herein granted. Title to any Unit is hereby declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute the irrevocable appointment of the Condominium Association as agent and attorney-in-fact as herein provided.

## **15.2 Physical Damage Insurance.**

(a) The Board of Managers shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage, debris removal, cost of demolition, water damage, inflation guard, and building ordinance or law endorsements, insuring the improvements within the Condominium, other than the Units, including all improvements constituting part of the Common Areas and Limited Common Areas, together with common personal property and supplies, and covering the interests of the Condominium Association, the Board of Managers and all Owners and Persons holding Security Interests on such Units, as their interests may appear, in an amount equal to one hundred percent (100%)

of the then current, insurable replacement cost of such improvements (exclusive of the land, excavations and other items normally excluded from such coverage), without deduction for depreciation (e.g. with either a guaranteed replacement cost endorsement or a replacement cost endorsement.) Such policy shall provide for a deductible amount equal to or less than the lesser of either Ten Thousand Dollars (\$10,000.00), or one percent (1%) of the policy face amount.

(b) Such policy shall also provide that the physical damage policy purchased by the Condominium Association acting by and through the Board of Managers shall be deemed primary coverage and any individual Owners' policies with overlapping coverage shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Managers hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Eligible Mortgagees unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer to any mortgagee so requesting the same at least thirty (30) days prior to expiration of the then current policy.

(d) All Eligible Mortgagees shall be notified promptly of any event giving rise to a claim under such policy.

(e) Such policy shall reflect the Condominium Association as the named insured, and the "loss payable" clause shall reflect the Condominium Association, as trustee for each Unit Owner and the holders of Security Interests on Units, as loss payee. Such policy shall also include a standard mortgage clause and shall name as mortgagee the various holders of Security Interests on Units of which the insurer is notified.

**15.3 Liability Insurance.** The Board of Managers shall obtain and maintain comprehensive commercial general liability (including libel, slander, false arrest and invasion of privacy coverage and errors and omissions coverage for directors) and property damage insurance, insuring each member of the Board of Managers, each Owner and the Declarant against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership, operation, maintenance, and/or use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Condominium Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Condominium Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Condominium Association or of another Owner. The

Board of Managers shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars (\$1,000,000) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained.

**15.4 Fidelity and Other Insurance.** The Board of Managers may obtain and maintain such other insurance as the Board of Managers may determine or as may be requested from time to time by Consent of a Majority of Owners. At such time as the number of Units in the Condominium equals or exceeds twenty (20) the Board of Managers shall obtain and maintain a blanket fidelity bond or insurance coverage for any Person who either handles or is responsible for funds that the Condominium Association holds or administers, whether or not such Person receives compensation for services. Such bond or policy shall contain a waiver by the issuers of the bond of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such fidelity bond shall cover at least an amount equal to the sum of three (3) months of installments of assessments on all Units in the Project, or such greater amount as the Board of Managers shall determine, up to the amount of the maximum amount of funds that will be in the custody or control of the Condominium Association or the Condominium Association's Managing Agent, at any time while the policy is in force. If the Condominium Association shall retain a Managing Agent for the Condominium, then such Managing Agent shall obtain and maintain its own fidelity bond or similar insurance policy, which must provide the same coverage required for the Condominium Association.

**15.5 Separate Insurance.** Each Owner shall have the right, and is encouraged, at Owner's own expense, to obtain insurance for Owner's Unit and for Owner's benefit and to obtain insurance coverage upon Owner's Unit and personal property and for Owner's personal liability.

**15.6 Damage or Destruction.**

**15.6.1 Notice to Mortgagees.** In the event of substantial damage to or destruction of any Unit or Common Areas, the Condominium Association shall give timely written notice thereof to all Eligible Mortgagees affected thereby.

**15.6.2 Repair or Replacement.** In the event of damage or destruction to any portion or all of the Project, insurance proceeds and the funds in the Reserve Fund shall be applied by the Condominium Association, as attorney-in-fact, to the prompt repair or replacement of such damage or destruction of the Common Areas and Limited Common Areas, unless:

(i) this Condominium Declaration and Unit Ownership of the Condominium Property is terminated pursuant to the Act and this Condominium Declaration;

(ii) such repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(iii) eighty percent (80%) of the Owners, including every Owner of assigned Limited Common Area which will not be repaired or replaced, vote not to repair or replace all or a portion of such damage or destruction.

The Condominium Association shall have full authority, right and power, as attorney-in-fact, to cause such repair or replacement of such damage or destruction. The Board of Managers of the Condominium Association, acting by the President, shall hold any insurance proceeds in trust for the Condominium Association, Owners and lien holders as their interests may appear. Subject to the provisions of this Section 15.6, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Condominium Association, Owners and lien holders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Areas and Limited Common Areas have been completely repaired or restored, or the Condominium is terminated. Any such surplus shall be distributed by the Condominium Association to lien holders and Unit Owners based upon the then applicable Allocated Interests of the Units.

In the event the aggregate of the insurance proceeds and the funds in the Reserve Fund is insufficient to repair or replace such damage or destruction, such damage or destruction shall be promptly repaired or replaced by the Condominium Association, as attorney-in-fact, using insurance proceeds, the Reserve Fund and the proceeds of a special assessment to be made against all of the Owners and their Units. Such deficiency assessment shall be a Common Expense and made pro rata according to each Owner's percentage interest in the Common Areas and shall be due and payable upon the terms set forth by the Condominium Association after thirty (30) days prior written notice thereof.

In the event the entire Condominium Property is not repaired or replaced, the insurance proceeds attributable to the damaged or destroyed Common Areas shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium Property, and the insurance proceeds attributable to Limited Common Areas which are not restored shall be distributed to the Owners of the Units to which those Limited Common Areas were allocated, or to Eligible Mortgagees, as their interests may appear, and the remainder of the insurance proceeds, if any, shall be distributed to all the Owners, or Eligible Mortgagees, as their interests may appear, in proportion to their undivided interests in the Common Areas.

**15.6.3** Extent of Repairs. Unless otherwise provided, repairs, restoration or replacement of the Condominium Property, as used in this Section, means restoring the Common Areas and Limited Common Areas to substantially the same condition in which they existed prior to the damage or destruction, with the Common Areas and Limited Common Areas having the same vertical and horizontal boundaries as the same existed prior to the damage or destruction.

**15.7 No Abatement of Common and/or Special Expenses.** During any period of insurance adjustments, restoration or repair, condemnation proceedings, etc., assessments against the Owners and their respective Units for Common Expenses shall not be abated.

**15.8 Condemnation.**

**15.8.1 Consequences of Condemnation.** If at any time or times during the continuance of condominium ownership pursuant to this Condominium Declaration, all or any part of the Condominium Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the provisions of this Section 15.8 shall apply.

**15.8.2 Proceeds.** All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Condominium Association.

**15.8.3 Complete Taking.** In the event that the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, condominium ownership pursuant to this Condominium Declaration shall terminate. The Condemnation Award shall be apportioned among the Owners, or Eligible Mortgagees, as their interests may appear, in proportion to their respective Allocated Interests, provided that if a standard different from the value of the Condominium Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such share the same standard shall be employed to the extent it is relevant and applicable.

**15.8.4 Partial Taking.** In the event that less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner. As soon as practicable the Condominium Association shall, reasonably and in good faith, allocate the Condemnation Award among compensation, damages, and other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

(i) The total amount allocated to taking of, or injury to, the Common Areas shall be apportioned among the Owners: in proportion to their respective Allocated Interests;

(ii) The total amount allocated to taking of, or injury to, the Limited Common Areas shall be apportioned among the Owners of the Unit(s) to which such Limited Common Areas were appurtenant in the proportion to their respective Allocated Interests;

(iii) The total amount allocated to severance damages shall be apportioned to those Owners of Units that were not taken or condemned;

(iv) The respective amounts allocated to the taking of, or injury to, a particular Unit shall be apportioned to the particular Unit involved and

(v) The amount allocated to consequential damages and other takings or injuries shall be apportioned as the Condominium Association determines to be equitable in the circumstances.

If an allocation of the Condemnation Award is already established in negotiation, judicial decree or otherwise, then in allocating the Condemnation Award the Condominium Association shall employ such allocation to the extent it is relevant and applicable.

**15.8.5 Distribution.** The Condominium Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable. Any distribution of the Condemnation Award made pursuant to this subparagraph shall be made by checks payable jointly to the Owners and holders of Security Interests, as their interests may appear.

**15.8.6 Eligible Mortgagee Notice.** The Condominium Association shall give timely written notice to each Eligible Mortgagee of the commencement of any condemnation or eminent domain proceedings and shall notify said Eligible Mortgagees in the event of the taking of all or any part of the Common Areas or any Unit.

**15.8.7 Reorganization.** In the event that a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Condominium Association, and such Owner's Allocated Interest in the Common Areas shall thereupon terminate, and the Condominium Association, as attorney-in-fact for such Owner, may take whatever action is necessary and execute such documents as are necessary, to reflect such termination. Thereafter the Condominium Association shall reallocate the Allocated Interests in accordance with this Condominium Declaration among the remaining Units in proportion to their respective Allocated Interests before the taking, and shall prepare, execute and record an amendment to this Condominium Declaration reflecting such reallocations.

**15.9 Certificates by Title Insurance Companies.** If payment of any insurance or condemnation proceeds are to be made to Owners or lien holders, the Board of Managers shall obtain and may rely on a title insurance company's certificate of title search or a title insurance policy based on a search of the Kootenai County records

from the date of the recording of this original Condominium Declaration stating the names of the Owners and the lien holders with respect to each Unit.

**ARTICLE XVI.  
COMPLIANCE AND DEFAULT; INDEMNIFICATION**

**16.1 Relief.** Each Owner, including the Declarant as the Owner of any unsold Units, shall be governed by, and shall comply with, all of the terms of this Condominium Declaration, the Articles, the Bylaws, any Rules, the Black Rock Documents (collectively, the "Documents") and the Act as any of these instruments may be amended from time to time. In addition to the remedies provided by the Act, a default by an Owner or the Condominium Association shall entitle the Condominium Association, acting through its Board of Managers, and as applicable, any aggrieved Owners to the relief specified in the Documents, including an action to recover sums due and for damages or injunctive relief or both, together with costs of suit and reasonable attorneys' fees, maintainable by the Managing Agent or Board of Managers in the name of the Condominium Association on behalf of the Owners or, in a proper case, by an aggrieved Owner; provided, however, the Managing Agent, Board of Managers, Condominium Association or aggrieved Owner shall give notice of such noncompliance, in addition to all other remedies it may have against a non-complying Owner, to the non-complying Owner at least ten (10) days prior to commencing any such action, except such ten (10) days prior notice need not be given if immediate or irreparable harm would result. In the event of such noncompliance, the Condominium Association may, in addition to all other remedies provided for under this Condominium Declaration and the Act, suspend the voting rights of the Owner as a Member of the Condominium Association.

**16.2 Additional Liability.** Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by such Owner's act, neglect or carelessness or the act, neglect or carelessness of any member of such Owner's family or employees, Unit occupant, agents or licensees. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Such expense may be assessed as a special assessment against the subject Owner's Unit, shall constitute a lien against such Unit as of the date of assessment, and may be collected and foreclosed in the manner provided in Article VI of this Condominium Declaration.

**16.3 Costs and Attorneys' Fees.** In any proceeding arising out of any alleged default by an Owner or the Condominium Association, including the non-payment of any assessment and/or foreclosure of any lien in favor of the Condominium Association, the prevailing party shall be entitled to recover, and shall be entitled to an award of, the costs of such proceeding and such reasonable attorneys' fees as may be determined by the arbitrator(s) or court, as applicable.

**16.4 No Waiver of Rights.** The failure of the Condominium Association, the Board of Managers or of an Owner to enforce any right, provision, covenant or condition

which may be granted by the Documents or the Act shall not constitute a waiver of the right of the Condominium Association, the Board of Managers or the Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Condominium Association, the Board of Managers or any Owner pursuant to any term, provision, covenant or condition of the Documents or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Documents or the Act or at law or in equity.

**16.5 Abating and Enjoining Violations by Owners.** The violation of any of the Rules and Regulations adopted by the Board of Managers, the breach of any provisions of the Bylaws or the breach of any provision of this Condominium Declaration or the Act shall give the Board the right, in addition to any other rights set forth in this Condominium Declaration or the Bylaws to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any thing or condition that may exist thereon contrary to the intent and meaning of the provisions being violated, and the Board shall not thereby be deemed guilty in any manner of trespass; provided, however, that legal proceedings shall be instituted before any items of construction may be altered or demolished. Further, the Condominium Association, acting by and through the Board, and, as applicable, aggrieved Owners, shall have the right to enjoin by appropriate legal proceedings, commenced in the District Court for Kootenai County, Idaho, either at law or in equity, the continuance of any such breach.

**16.6 Legal Proceedings; Arbitration.** Failure to comply with any of the terms of this Condominium Declaration, the Bylaws and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments; any other relief provided for in the Documents or the Act, or any combination thereof, and any other relief, all of which relief may be sought by the Condominium Association, the Board of Managers, or, if appropriate, by any aggrieved Owner, and shall not constitute an election of remedies. Except for any civil action brought (i) by the Condominium Association or Board of Managers to collect any assessments and/or enforce and/or foreclose any lien for assessments or (ii) to solely enjoin a violation or breach of the Documents (which actions may be brought in the District Court in and for Kootenai County), any and all controversies arising between Owners, or between one or more Owners and the Condominium Association, under the terms and provisions of the Documents and/or the Act shall be submitted to binding arbitration pursuant to the provisions of the Idaho Uniform Arbitration Act, as the same may be modified or supplemented by this Condominium Declaration. With respect to any demand for arbitration, the party making such demand shall notify the other party in writing setting forth the exact nature of the dispute, the action needed to correct the dispute, and the specific reference to this Condominium Declaration which the party making such demand believes supports that party's position with respect to the claim or matter in dispute. The parties will endeavor to select a single arbitrator within fifteen (15)

days after the date of such written notice of such dispute and demand for arbitration. If the parties are not able to agree upon a single arbitrator, then a single arbitrator shall be chosen by the assigned District Judge of the First Judicial District Court in and for Kootenai County. The award rendered by the arbitrator in such arbitration shall be subject to review only, as provided in the Idaho Uniform Arbitration Act, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**16.7 Limited Liability and Indemnification.** Neither the Condominium Association, the Board, nor any director, officer, agent or employee of any of the same shall be liable to the Condominium Association or any Owner for any action or for any failure to act with respect to any matter so long as such Person was not guilty of fraud, gross negligence or bad faith in taking such action or failing to act. The Condominium Association shall indemnify Declarant, each member of the Board, and any officer, employee or agent of Declarant or the Condominium Association, against any loss or threat of loss as a result of any claim or legal proceeding relating to the performance or nonperformance of any act covering the activities of the Condominium Association; provided, however, that with respect to the subject matter of the claim or legal proceeding the party against whom the claim or legal proceeding is directed was not guilty of fraud, gross negligence or bad faith in such performance or nonperformance. The indemnification authorized by this Section shall include payment of (i) reasonable attorneys' fees or other expenses incurred in settling any claim or threatened action or incurred in any finally adjudicated legal proceeding; and (ii) expenses incurred in the removal of any liens affecting any property of the indemnitee. Indemnification shall be made from assets of the Condominium Association, and no Owner shall be personally liable to any indemnitee under this provision. This Section shall inure to the benefit of the Declarant, the Condominium Association, the members of the Board, the officers, employees and agents of Declarant and the Condominium Association and their respective heirs, executors, administrators, successors and assigns.

## **ARTICLE XVII. MISCELLANEOUS**

**17.1 Notices.** All notices, demands, bills, statements or other communications required or permitted under this Condominium Declaration and the Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit or require), (a) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Owner, or (b) if to the Condominium Association, to the Board of Managers at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

**17.2 Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Condominium Declaration or the intent of any provision thereof.

**17.3 Gender.** The use of the masculine gender in this Condominium Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

**17.4 Severability.** Invalidation of any provision of this Condominium Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**17.5 Binding Effect.** This Condominium Declaration shall be binding upon and shall inure to the benefit of Declarant, the Owners, and their respective heirs, successors and assigns, and shall run with the title to the property.

Dated this 15 day of August, 2006.

**DECLARANT**

Black Rock Development, Inc., an Idaho corporation

By: Roger A. Nelson  
Its: President

STATE OF IDAHO            )  
  )ss  
COUNTY OF KOOTENAI )

On this 15 day of August, 2006, 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 under my hand and official seal this 15 day of August, 2006.



Nancy E. Nick  
Print Name: Nancy E. Nick  
NOTARY PUBLIC in and for the state of  
Idaho, residing at East Falls, ID  
My Appointment Expires: 10.31.2009

## EXHIBIT "A"

### LEGAL DESCRIPTION

A parcel of land being portions of Sections 8 & 9, 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 corner, 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 South Right-of-Way line of Loffs Bay Road. Thence, S 71°02'29" E a distance of 5610.42 feet to an iron rod with plastic cap marked PLS 6602 being the northern most corner of Lot 2, Block 8, Black Rock Fifth Addition and the True POINT-OF-BEGINNING for this description.

Thence, S 63°51'52" E a distance of 310.31 feet;

Thence, S 11°05'44" E a distance of 401.63 feet;

Thence, S 73°54'33" W a distance of 162.81 feet;

Thence, S 01°04'29" W a distance of 55.27 feet;

Thence, N 88°21'36" W a distance of 75.41 feet;

Thence, N 72°32'45" W a distance of 333.56 feet;

Thence, N 79°00'19" W a distance of 197.86 feet;

Thence, N 72°31'53" W a distance of 125.21 feet;

Thence, N 19°39'16" W a distance of 99.49 feet;

Thence, N 47°13'38" E a distance of 175.13 feet;

Thence, N 59°00'02" E a distance of 156.79 feet;

Thence, N 58°09'52" E a distance of 241.31 feet;

Thence, N 66°03'38" E a distance of 81.34 feet to the True POINT-OF-BEGINNING.

Said parcel containing 8.186 acres, more or less.

## EXHIBIT "B"

| Unit Number | Assigned Carport | Allocated Interest |
|-------------|------------------|--------------------|
| 1           | Q2               | 0.02714            |
| 2           | A1               | 0.028532           |
| 3           | B3               | 0.028532           |
| 4           | B2               | 0.02714            |
| 5           | B1               | 0.02714            |
| 6           | C1               | 0.02714            |
| 7           | D2               | 0.02714            |
| 8           | D1               | 0.029923           |
| 9           | E2               | 0.032707           |
| 10          | E1               | 0.027836           |
| 11          | F3               | 0.027836           |
| 12          | F1               | 0.027836           |
| 13          | G1               | 0.027836           |
| 14          | H2               | 0.027836           |
| 15          | J1               | 0.027836           |
| 16          | T2               | 0.027836           |
| 17          | K1               | 0.027836           |
| 18          | U2               | 0.027836           |
| 19          | L1               | 0.027836           |
| 20          | M1               | 0.027836           |
| 21          | V2               | 0.027836           |
| 22          | N2               | 0.027836           |
| 23          | N1               | 0.027836           |
| 24          | P2               | 0.027836           |
| 25          | P1               | 0.027836           |
| 26          | Q1               | 0.027836           |
| 27          | R2               | 0.024356           |
| 28          | R1               | 0.024356           |
| 29          | F2               | 0.027836           |
| 30          | S2               | 0.027836           |
| 31          | S1               | 0.027836           |
| 32          | H1               | 0.027836           |
| 33          | T1               | 0.027836           |
| 34          | U1               | 0.027836           |
| 35          | V1               | 0.027836           |
| 36          | W1               | 0.027836           |

# EXHIBIT C

## SYMBOLS

|          |   |
|----------|---|
| [Symbol] | CONCRETE                                |
| [Symbol] | CONCRETE BLOCK                          |
| [Symbol] | EXISTING STRUCTURE TO REMAIN (CLAY)     |
| [Symbol] | EXISTING STRUCTURE TO REMAIN (CONCRETE) |
| [Symbol] | STONE MASONRY                           |
| [Symbol] | BRICK MASONRY                           |
| [Symbol] | 4" CMU MASONRY                          |
| [Symbol] | 8" CMU MASONRY                          |
| [Symbol] | 12" CMU MASONRY                         |
| [Symbol] | 16" CMU MASONRY                         |
| [Symbol] | 24" CMU MASONRY                         |
| [Symbol] | 36" CMU MASONRY                         |
| [Symbol] | 48" CMU MASONRY                         |
| [Symbol] | 60" CMU MASONRY                         |
| [Symbol] | 72" CMU MASONRY                         |
| [Symbol] | 84" CMU MASONRY                         |
| [Symbol] | 96" CMU MASONRY                         |
| [Symbol] | 108" CMU MASONRY                        |
| [Symbol] | 120" CMU MASONRY                        |
| [Symbol] | 132" CMU MASONRY                        |
| [Symbol] | 144" CMU MASONRY                        |
| [Symbol] | 156" CMU MASONRY                        |
| [Symbol] | 168" CMU MASONRY                        |
| [Symbol] | 180" CMU MASONRY                        |
| [Symbol] | 192" CMU MASONRY                        |
| [Symbol] | 204" CMU MASONRY                        |
| [Symbol] | 216" CMU MASONRY                        |
| [Symbol] | 228" CMU MASONRY                        |
| [Symbol] | 240" CMU MASONRY                        |
| [Symbol] | 252" CMU MASONRY                        |
| [Symbol] | 264" CMU MASONRY                        |
| [Symbol] | 276" CMU MASONRY                        |
| [Symbol] | 288" CMU MASONRY                        |
| [Symbol] | 300" CMU MASONRY                        |
| [Symbol] | 312" CMU MASONRY                        |
| [Symbol] | 324" CMU MASONRY                        |
| [Symbol] | 336" CMU MASONRY                        |
| [Symbol] | 348" CMU MASONRY                        |
| [Symbol] | 360" CMU MASONRY                        |
| [Symbol] | 372" CMU MASONRY                        |
| [Symbol] | 384" CMU MASONRY                        |
| [Symbol] | 396" CMU MASONRY                        |
| [Symbol] | 408" CMU MASONRY                        |
| [Symbol] | 420" CMU MASONRY                        |
| [Symbol] | 432" CMU MASONRY                        |
| [Symbol] | 444" CMU MASONRY                        |
| [Symbol] | 456" CMU MASONRY                        |
| [Symbol] | 468" CMU MASONRY                        |
| [Symbol] | 480" CMU MASONRY                        |
| [Symbol] | 492" CMU MASONRY                        |
| [Symbol] | 504" CMU MASONRY                        |
| [Symbol] | 516" CMU MASONRY                        |
| [Symbol] | 528" CMU MASONRY                        |
| [Symbol] | 540" CMU MASONRY                        |
| [Symbol] | 552" CMU MASONRY                        |
| [Symbol] | 564" CMU MASONRY                        |
| [Symbol] | 576" CMU MASONRY                        |
| [Symbol] | 588" CMU MASONRY                        |
| [Symbol] | 600" CMU MASONRY                        |
| [Symbol] | 612" CMU MASONRY                        |
| [Symbol] | 624" CMU MASONRY                        |
| [Symbol] | 636" CMU MASONRY                        |
| [Symbol] | 648" CMU MASONRY                        |
| [Symbol] | 660" CMU MASONRY                        |
| [Symbol] | 672" CMU MASONRY                        |
| [Symbol] | 684" CMU MASONRY                        |
| [Symbol] | 696" CMU MASONRY                        |
| [Symbol] | 708" CMU MASONRY                        |
| [Symbol] | 720" CMU MASONRY                        |
| [Symbol] | 732" CMU MASONRY                        |
| [Symbol] | 744" CMU MASONRY                        |
| [Symbol] | 756" CMU MASONRY                        |
| [Symbol] | 768" CMU MASONRY                        |
| [Symbol] | 780" CMU MASONRY                        |
| [Symbol] | 792" CMU MASONRY                        |
| [Symbol] | 804" CMU MASONRY                        |
| [Symbol] | 816" CMU MASONRY                        |
| [Symbol] | 828" CMU MASONRY                        |
| [Symbol] | 840" CMU MASONRY                        |
| [Symbol] | 852" CMU MASONRY                        |
| [Symbol] | 864" CMU MASONRY                        |
| [Symbol] | 876" CMU MASONRY                        |
| [Symbol] | 888" CMU MASONRY                        |
| [Symbol] | 900" CMU MASONRY                        |
| [Symbol] | 912" CMU MASONRY                        |
| [Symbol] | 924" CMU MASONRY                        |
| [Symbol] | 936" CMU MASONRY                        |
| [Symbol] | 948" CMU MASONRY                        |
| [Symbol] | 960" CMU MASONRY                        |
| [Symbol] | 972" CMU MASONRY                        |
| [Symbol] | 984" CMU MASONRY                        |
| [Symbol] | 996" CMU MASONRY                        |
| [Symbol] | 1008" CMU MASONRY                       |

## ABBREVIATIONS

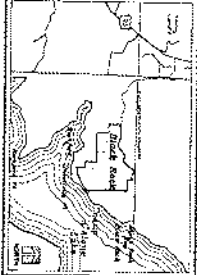
|    |   |
|----|---|
| AC | ACRYLIC   |
| AD | ADHESIVE  |
| AE | ADHESIVE EMULSION   |
| AF | ADHESIVE FILM   |
| AG | ADHESIVE GROUT  |
| AH | ADHESIVE HONEYCOMB  |
| AI | ADHESIVE INSULATION   |
| AJ | ADHESIVE JOINT  |
| AK | ADHESIVE KEY  |
| AL | ADHESIVE LAYER  |
| AM | ADHESIVE MESH   |
| AN | ADHESIVE NET  |
| AO | ADHESIVE OILING   |
| AP | ADHESIVE PAPER  |
| AQ | ADHESIVE QUARTZ   |
| AR | ADHESIVE RESIN  |
| AS | ADHESIVE SAND   |
| AT | ADHESIVE TAPE   |
| AV | ADHESIVE VENEER   |
| AW | ADHESIVE WOOD   |
| AX | ADHESIVE XPS  |
| AY | ADHESIVE YARN   |
| AZ | ADHESIVE ZINC   |
| BA | BALANCE   |
| BB | BALANCE BOARD   |
| BC | BALANCE BRACKET   |
| BD | BALANCE BRUSH   |
| BE | BALANCE BRUSH BRUSH   |
| BF | BALANCE BRUSH BRUSH BRUSH   |
| BG | BALANCE BRUSH BRUSH BRUSH BRUSH   |
| BH | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BI | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BJ | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BK | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BL | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BM | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BN | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BO | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BP | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BQ | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BR | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BS | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BT | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BU | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BV | BALANCE BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| BW | BALANCE BRUSH   |
| BX | BALANCE BRUSH   |
| BY | BALANCE BRUSH                                   |
| BZ | BALANCE BRUSH                             |
| CA | CALIBRATION   |
| CB | CALIBRATION BOARD   |
| CC | CALIBRATION BRACKET   |
| CD | CALIBRATION BRUSH   |
| CE | CALIBRATION BRUSH BRUSH   |
| CF | CALIBRATION BRUSH BRUSH BRUSH   |
| CG | CALIBRATION BRUSH BRUSH BRUSH BRUSH   |
| CH | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CI | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CJ | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CK | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CL | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CM | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CN | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CO | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CP | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CQ | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CR | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CS | CALIBRATION BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH BRUSH   |
| CT | CALIBRATION BRUSH                               |
| CU | CALIBRATION BRUSH                         |
| CV | CALIBRATION BRUSH                         |
| CW | CALIBRATION BRUSH                   |
| CX | CALIBRATION BRUSH             |
| CY | CALIBRATION BRUSH       |
| CZ | CALIBRATION BRUSH |

## ADDRESS

ADDRESS: 1000 N. 1000 E.  
CITY: SALT LAKE CITY, UT 84143

NOTE: SQ. FT. AREA IS APPROXIMATE AND SUBJECT TO SURVEY.

## VICINITY MAP



## PROJECT TEAM

**OWNER:**  
BLACK ROCK DEVELOPMENT, INC.  
1000 N. 1000 E., SUITE 100  
SALT LAKE CITY, UT 84143  
PHONE: (801) 468-1000  
FAX: (801) 468-1001  
WWW.BLACKROCKDEVELOPMENT.COM

**ARCHITECT:**  
BLACK ROCK DEVELOPMENT, INC.  
1000 N. 1000 E., SUITE 100  
SALT LAKE CITY, UT 84143  
PHONE: (801) 468-1000  
FAX: (801) 468-1001  
WWW.BLACKROCKDEVELOPMENT.COM

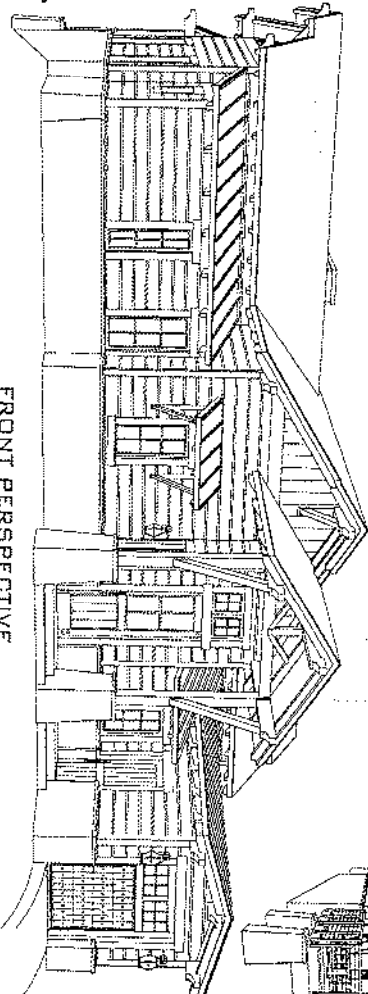
**GENERAL CONTRACTOR:**  
BLACK ROCK DEVELOPMENT, INC.  
1000 N. 1000 E., SUITE 100  
SALT LAKE CITY, UT 84143  
PHONE: (801) 468-1000  
FAX: (801) 468-1001  
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**ENGINEER:**  
BLACK ROCK DEVELOPMENT, INC.  
1000 N. 1000 E., SUITE 100  
SALT LAKE CITY, UT 84143  
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WWW.BLACKROCKDEVELOPMENT.COM

**BLACK ROCK DEVELOPMENT, INC.**  
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FAX: (801) 468-1001  
WWW.BLACKROCKDEVELOPMENT.COM

## DRAWING INDEX

| NO. | DESCRIPTION       |
|-----|-------------------|
| 1   | FRONT PERSPECTIVE |
| 2   | REAR PERSPECTIVE  |
| 3   | CONSTRUCTION SET  |
| 4   | GENERAL NOTES     |
| 5   | ABBREVIATIONS     |
| 6   | SYMBOLS           |
| 7   | ADDRESS           |
| 8   | VICINITY MAP      |
| 9   | PROJECT TEAM      |
| 10  | DRAWING INDEX     |



## COTTAGE PLAN 1

## CONSTRUCTION SET

NOVEMBER 21, 2005

## GENERAL NOTES

1. REFER TO ALL DRAWINGS FOR DIMENSIONS & SPECIFICATIONS. DIMENSIONS ARE GIVEN IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
3. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).

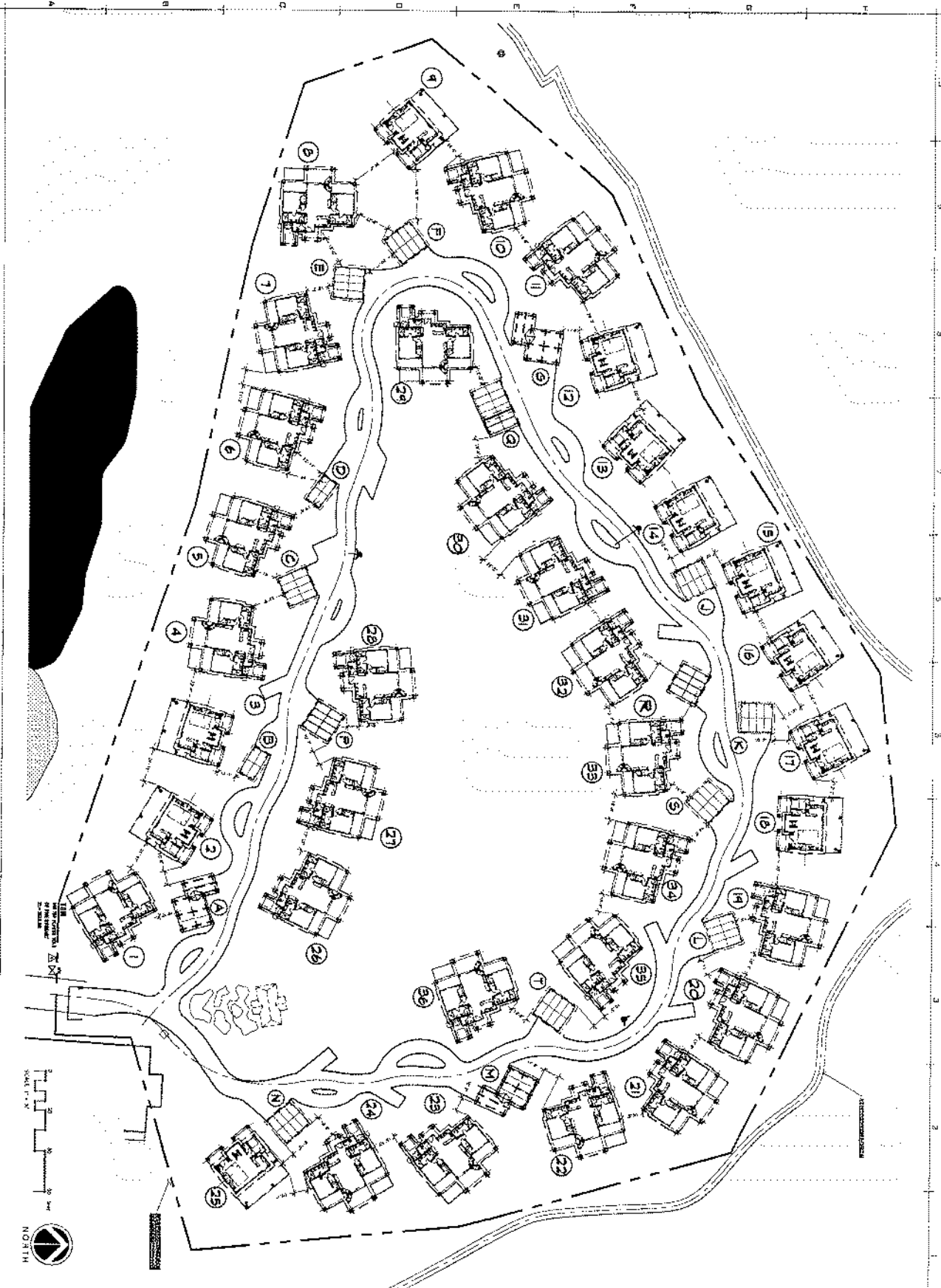
**BLACK ROCK DEVELOPMENT, INC.**  
P.O. BOX 3070  
912 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO, 83816  
PHONE: 208-665-2005 FAX: 208-616-0327  
WWW.BLACKROCKDEVELOPMENT.COM



|  |  |
|--|--|
| 1000 N. 1000 E., SUITE 100<br>SALT LAKE CITY, UT 84143<br>PHONE: (801) 468-1000<br>FAX: (801) 468-1001<br>WWW.BLACKROCKDEVELOPMENT.COM | 1000 N. 1000 E., SUITE 100<br>SALT LAKE CITY, UT 84143<br>PHONE: (801) 468-1000<br>FAX: (801) 468-1001<br>WWW.BLACKROCKDEVELOPMENT.COM |
|--|--|

A.O.D.





SEE SHEET 11 FOR  
 THE LOCATION OF THE  
 PROPERTY

SCALE 1" = 30'



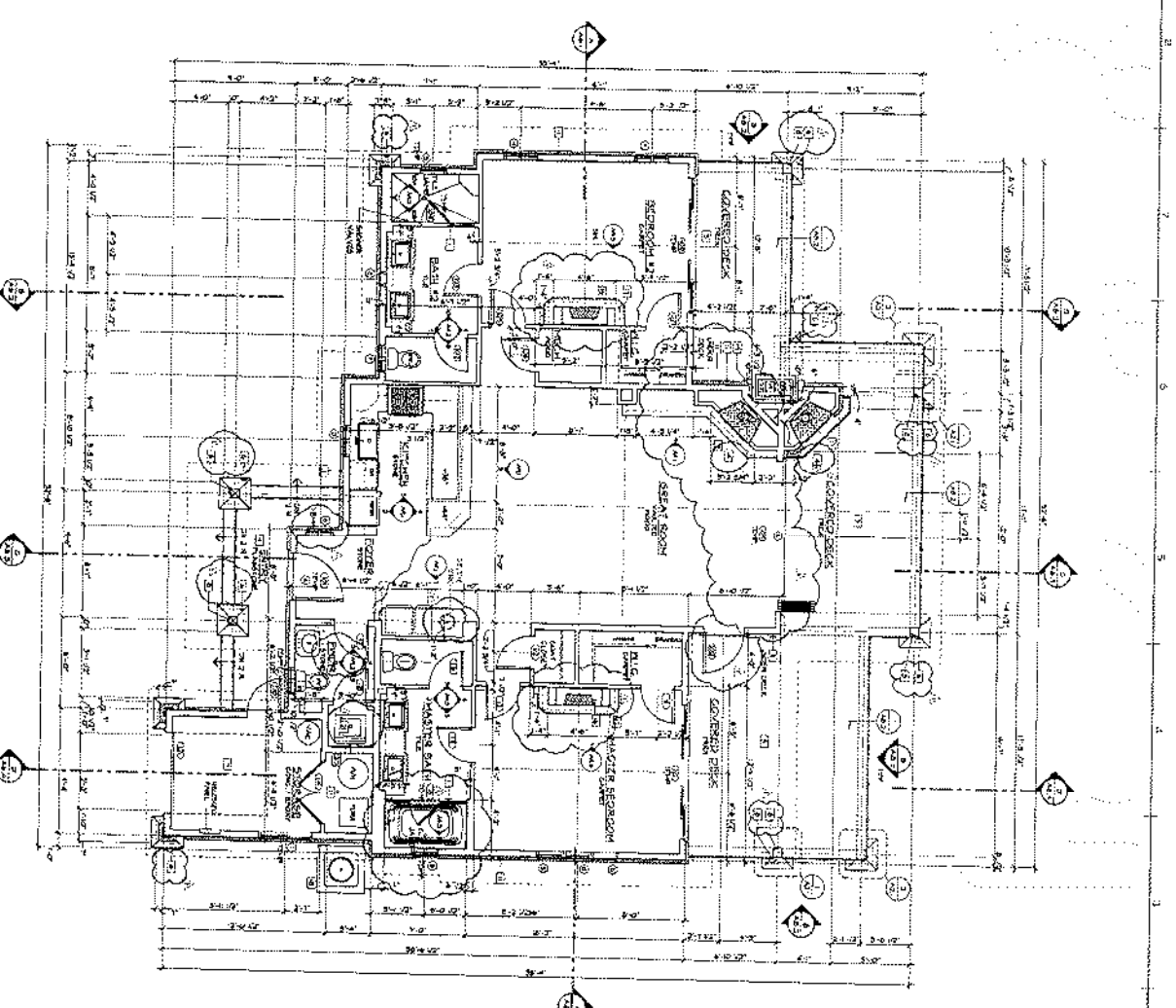
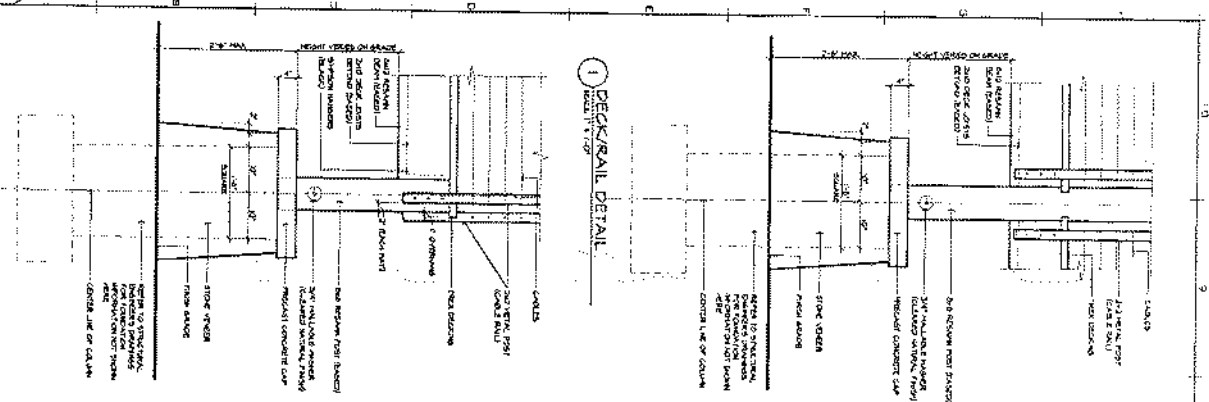
|                       |                              |
|-----------------------|------------------------------|
| DATE: 11/11/03        | PROJECT: BLACK ROCK COTTAGES |
| DRAWN BY: J. L. J.    | CHECKED BY: J. L. J.         |
| DESIGNED BY: J. L. J. | APPROVED BY: J. L. J.        |
| SCALE: AS SHOWN       | PROJECT NO.: 03-001          |
| DATE: 11/11/03        | PROJECT: BLACK ROCK COTTAGES |
| DRAWN BY: J. L. J.    | CHECKED BY: J. L. J.         |
| DESIGNED BY: J. L. J. | APPROVED BY: J. L. J.        |
| SCALE: AS SHOWN       | PROJECT NO.: 03-001          |

**BLACK ROCK DEVELOPMENT, INC.**  
 P. O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2305 FAX: 208-416-0327  
 WWW.BLACKROCKID.COM



**GENERAL CONTRACTOR**  
 J. L. J. ARCHITECTURE & INTERIOR DESIGN  
 1111 W. 1ST AVE. SUITE 100  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2305 FAX: 208-416-0327  
 WWW.JLJARCHITECTURE.COM





2 DECKRAIL DETAIL

1 DECKRAIL DETAIL

MAIN FLOOR PLAN

**GENERAL NOTES**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER SPECIFICATIONS FOR CONSTRUCTION.

**KEY NOTES**

1. FINISHED FLOOR SYSTEM INCLUDING:
  - 1) 1 1/2" POLYMER CONCRETE ON 4" CMU
  - 2) 1/2" POLYMER CONCRETE ON 4" CMU
  - 3) 1/2" POLYMER CONCRETE ON 4" CMU
  - 4) 1/2" POLYMER CONCRETE ON 4" CMU
2. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
3. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
4. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
5. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
6. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
7. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
8. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
9. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
10. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
11. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8
12. 1" SIKKO 2x4 W/ 2x4x4x8 SIKKO 2x4x4x8

**NOTE: SQ.**

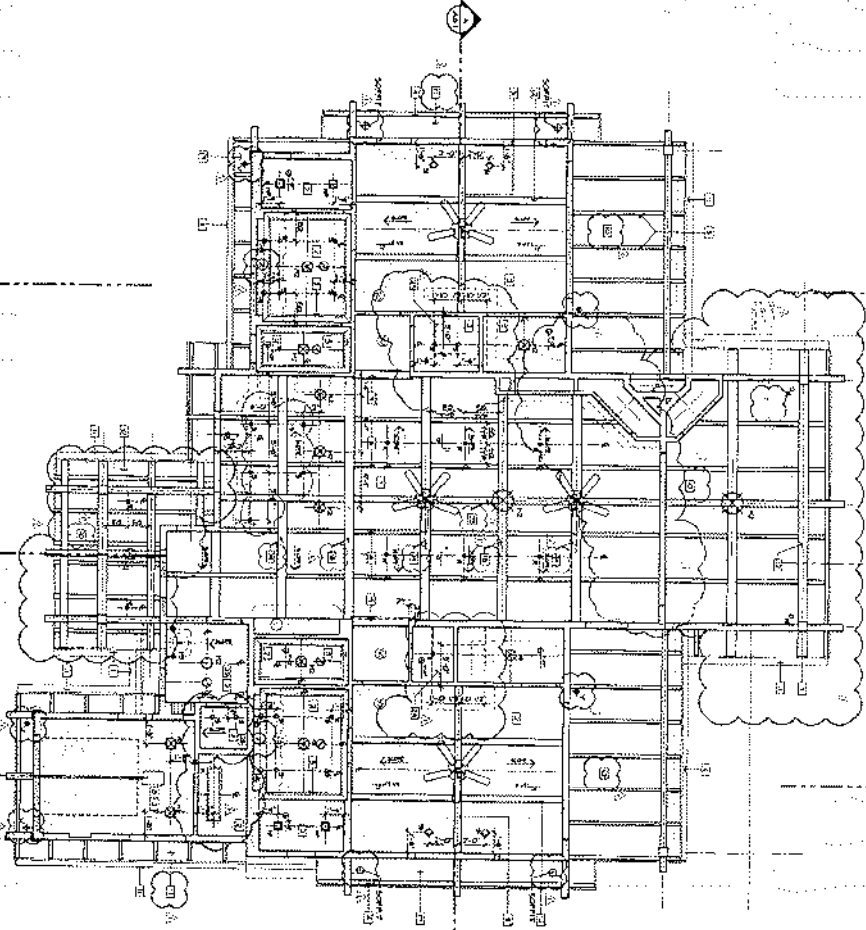
| ITEM | DESCRIPTION | QUANTITY | UNIT |
|------|-------------|----------|------|
| 1    | CONCRETE    | 100      | SQ.  |
| 2    | WOOD        | 500      | LF   |
| 3    | GLASS       | 200      | SQ.  |
| 4    | STEEL       | 100      | LB   |
| 5    | PAINT       | 50       | QT.  |



**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3078  
 912 NORTHWEST BOULEVARD  
 CLEON D'ALENE, IDAHO 83415  
 PHONE: 208-665-2008 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

**COTTAGE 1 EAR**  
 ARCHITECT: [Name]  
 DATE: [Date]  
 SCALE: 1/8" = 1'-0"  
 SHEET: A2.1

MAIN FLOOR REFLECTED CEILING PLAN



GENERAL NOTES

- 1) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 2) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 3) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 4) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 5) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 6) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 7) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 8) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 9) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 10) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.

SYMBOL LEGEND

- 1) RECESSED LIGHT FIXTURE
- 2) RECESSED LIGHT FIXTURE
- 3) RECESSED LIGHT FIXTURE
- 4) RECESSED LIGHT FIXTURE
- 5) RECESSED LIGHT FIXTURE
- 6) RECESSED LIGHT FIXTURE
- 7) RECESSED LIGHT FIXTURE
- 8) RECESSED LIGHT FIXTURE
- 9) RECESSED LIGHT FIXTURE
- 10) RECESSED LIGHT FIXTURE

KEY NOTES

- 1) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 2) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 3) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 4) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 5) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 6) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 7) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 8) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 9) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.
- 10) REFLECTED CEILING SHALL BE CONSTRUCTION TYPE I.

ARCHWAY LEGEND

- 1) ARCHWAY LEGEND
- 2) ARCHWAY LEGEND
- 3) ARCHWAY LEGEND

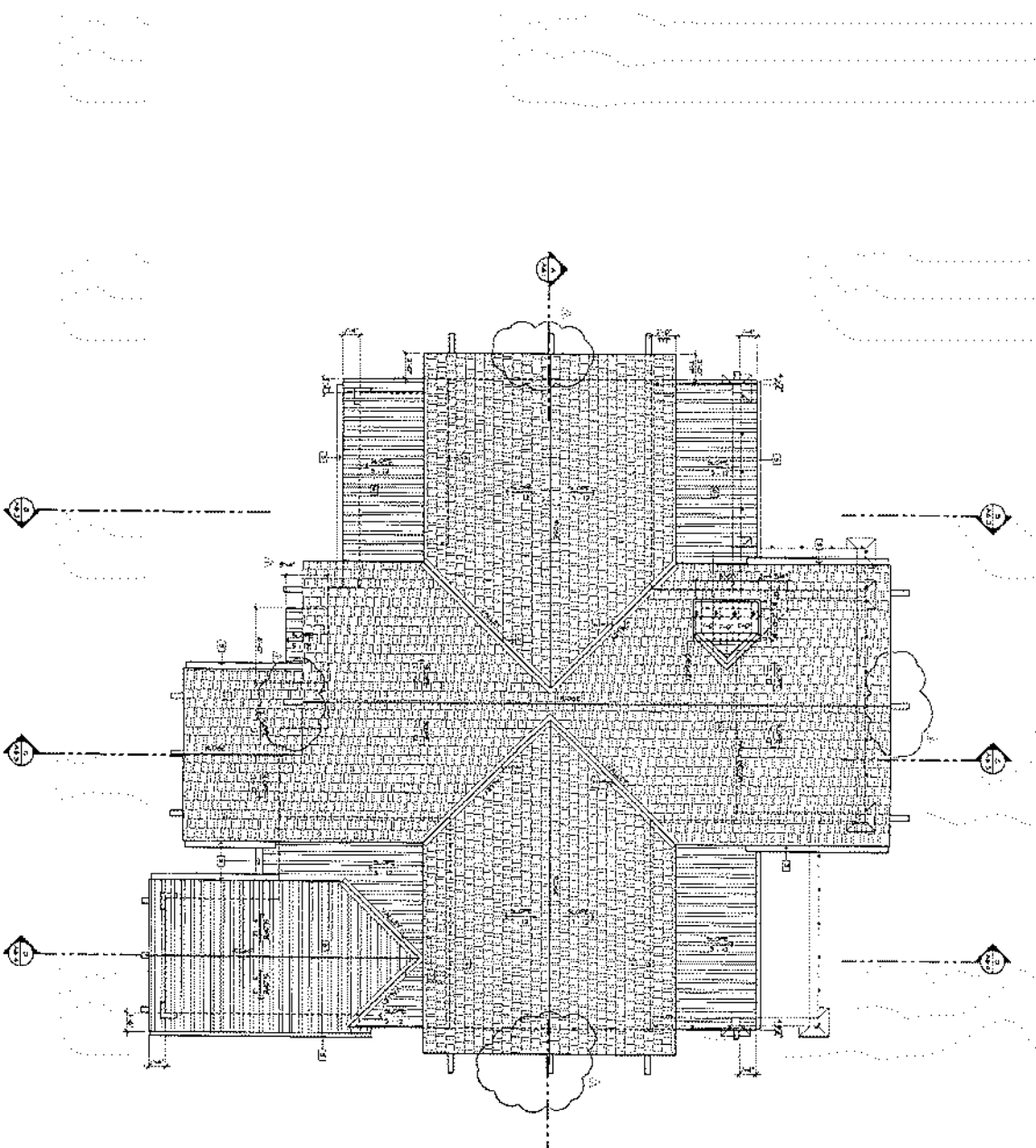
DATE: 08/11/2011  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]  
 SHEET NO.: 031.1

BLACK ROCK DEVELOPMENT, INC.  
 R.D. BOX 3070  
 912 NORTHWEST BURN EVARD  
 OCEAN OAK, WA 98513  
 PHONE: 206-865-2025 FAX: 206-216-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

BLACK ROCK DEVELOPMENT, INC.

| NO. | REVISION           | DATE       |
|-----|--------------------|------------|
| 1   | ISSUED FOR PERMITS | 08/11/2011 |
| 2   | ISSUED FOR PERMITS | 08/11/2011 |
| 3   | ISSUED FOR PERMITS | 08/11/2011 |
| 4   | ISSUED FOR PERMITS | 08/11/2011 |
| 5   | ISSUED FOR PERMITS | 08/11/2011 |

**ROOF PLAN**  
SCALE 1/4" = 1'-0"



**GENERAL NOTES**

1. ALL MATERIALS TO BE INSTALLED SHALL BE APPROVED BY THE ARCHITECT AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. ROOFING SHALL BE INSTALLED OVER A 2" MINIMUM THICKNESS OF CONCRETE OR GYPSUM BOARD ON A 2" MINIMUM THICKNESS OF INSULATION.
3. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

**KEY NOTES**

- (1) ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- (2) ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- (3) ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- (4) ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- (5) ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

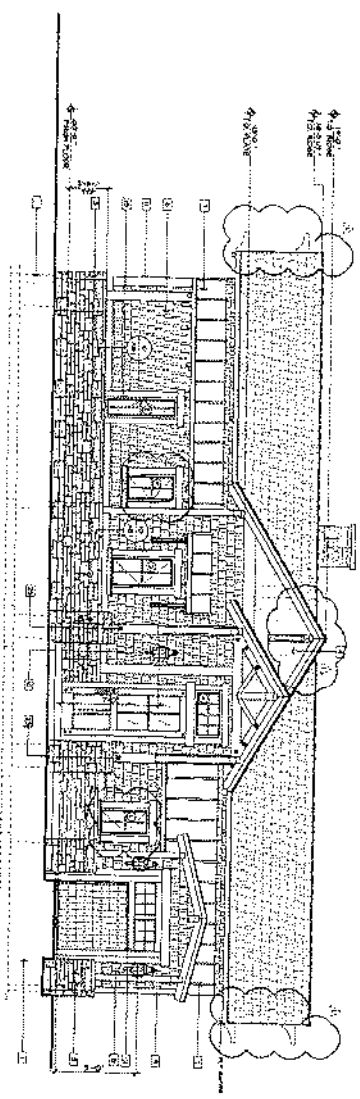
ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

**COTTAGE 1 FLR**  
 SHEET NO. 1  
 DATE: 11/21/08  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

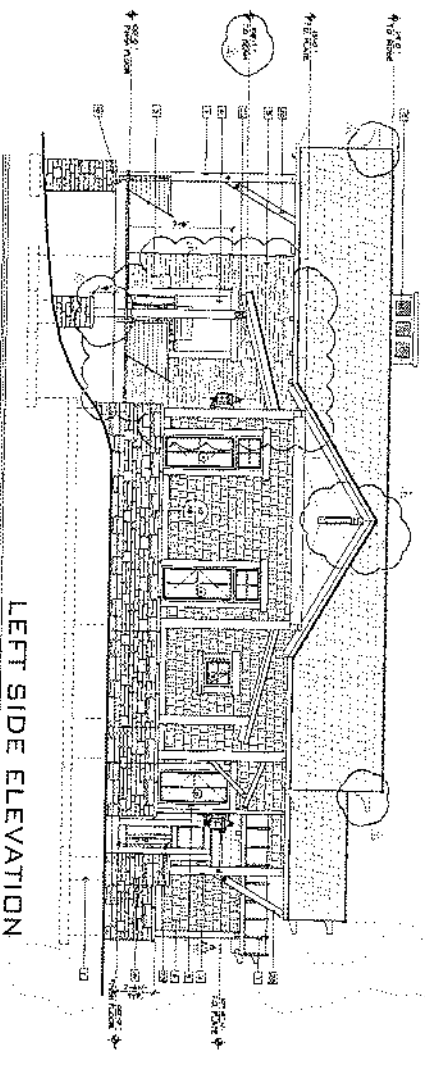
**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. Box 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM



|             |                              |
|-------------|------------------------------|
| PROJECT NO. | 11-08-001                    |
| CLIENT      | Black Rock Development, Inc. |
| DATE        | 11/21/08                     |
| DRAWN BY    | [Name]                       |
| CHECKED BY  | [Name]                       |
| APPROVED BY | [Name]                       |



FRONT ELEVATION



LEFT SIDE ELEVATION

- GENERAL NOTES**
1. FINISHES SHOWN ON THESE PLANS TO BE FINISH.
  2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL RESIDENTIAL CODE BOOK AND THE 2006 INTERNATIONAL ENERGY EFFICIENCY CODE.
- KEYNOTES**
1. ROOFING: ASPH/FLT SHINGLES
  2. EXTERIOR WALLS: 8" CMU WITH STUCCO FINISH
  3. INTERIOR WALLS: 5/8" GYP BOARD
  4. CEILING: 5/8" GYP BOARD
  5. FLOORING: 3/4" OSB SUBFLOOR WITH 1/2" LINOLEUM TILE
  6. DOORS: 1 1/2" SOLID CORE
  7. WINDOWS: 1 1/2" DOUBLE GLAZED
  8. CHIMNEY: BRICK
  9. PORCH: 2" X 8" JOISTS WITH 1/2" GYP BOARD FINISH
  10. STAIRS: 2" X 8" JOISTS WITH 1/2" GYP BOARD FINISH
  11. ROOF TRUSS: 2" X 8" TRUSS WITH 1/2" GYP BOARD FINISH
  12. EXTERIOR FINISH: STUCCO
  13. INTERIOR FINISH: GYP BOARD
  14. FLOOR FINISH: LINOLEUM TILE
  15. CEILING FINISH: GYP BOARD
  16. DOOR FINISH: SOLID CORE
  17. WINDOW FINISH: DOUBLE GLAZED
  18. CHIMNEY FINISH: BRICK
  19. PORCH FINISH: GYP BOARD
  20. STAIR FINISH: GYP BOARD
  21. ROOF FINISH: ASP/FLT SHINGLES

DATE: 05/11/05  
 DRAWN BY: J. J. JENSEN  
 CHECKED BY: J. J. JENSEN  
 PROJECT NO.: 05-001  
 SHEET NO.: A5.1

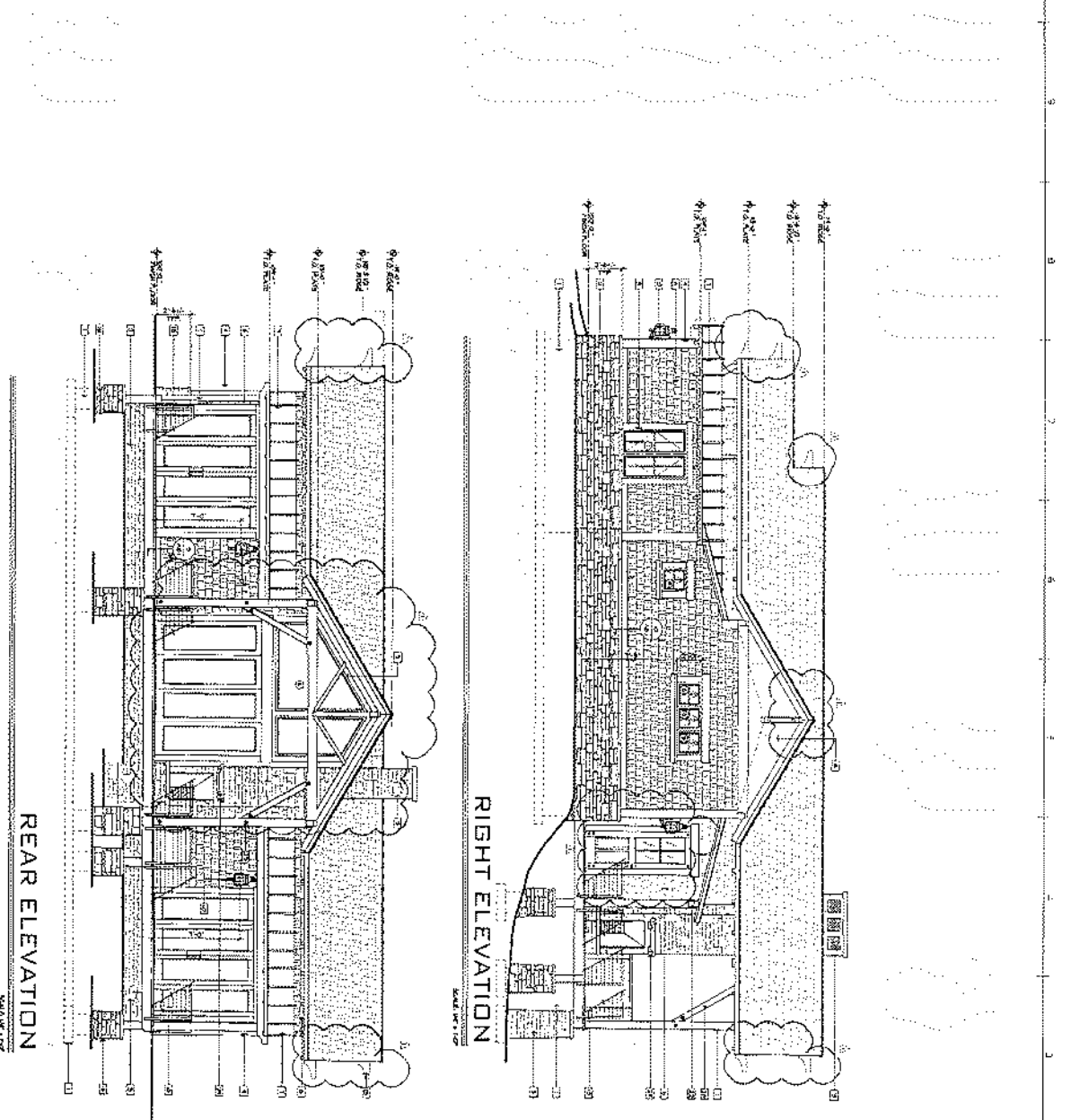
**COTTAGE 1 PLAN**

GENERAL NOTES:  
 1. FINISHES SHOWN ON THESE PLANS TO BE FINISH.  
 2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE 2006 INTERNATIONAL RESIDENTIAL CODE BOOK AND THE 2006 INTERNATIONAL ENERGY EFFICIENCY CODE.

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. Box 3074  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0337  
 WWW.BLACKROCKDEVELOPMENT.COM



| NO. | DESCRIPTION   | NO. | DESCRIPTION  |
|-----|---|-----|--|
| 1   | ROOFING: ASP/FLT SHINGLES                           | 11  | ROOF TRUSS: 2" X 8" TRUSS WITH 1/2" GYP BOARD FINISH |
| 2   | EXTERIOR WALLS: 8" CMU WITH STUCCO FINISH           | 12  | EXTERIOR FINISH: STUCCO                              |
| 3   | INTERIOR WALLS: 5/8" GYP BOARD                      | 13  | INTERIOR FINISH: GYP BOARD                           |
| 4   | CEILING: 5/8" GYP BOARD                             | 14  | FLOOR FINISH: LINOLEUM TILE                          |
| 5   | FLOORING: 3/4" OSB SUBFLOOR WITH 1/2" LINOLEUM TILE | 15  | CEILING FINISH: GYP BOARD                            |
| 6   | DOORS: 1 1/2" SOLID CORE                            | 16  | DOOR FINISH: SOLID CORE                              |
| 7   | WINDOWS: 1 1/2" DOUBLE GLAZED                       | 17  | WINDOW FINISH: DOUBLE GLAZED                         |
| 8   | CHIMNEY: BRICK                                      | 18  | CHIMNEY FINISH: BRICK                                |
| 9   | PORCH: 2" X 8" JOISTS WITH 1/2" GYP BOARD FINISH    | 19  | PORCH FINISH: GYP BOARD                              |
| 10  | STAIRS: 2" X 8" JOISTS WITH 1/2" GYP BOARD FINISH   | 20  | STAIR FINISH: GYP BOARD                              |
|     |   | 21  | ROOF FINISH: ASP/FLT SHINGLES                        |



RIGHT ELEVATION

REAR ELEVATION

**GENERAL NOTES**

- 1. ALL WORK IS UNLESS OTHERWISE SPECIFIED TO BE IN ACCORDANCE WITH THE 2006 INTERNATIONAL RESIDENTIAL CODE BOOK.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.

**KEY NOTES**

- 01 CONCRETE FOUNDATION PER 5/10/06 IBC
- 02 2" x 4" x 8" BRICK MASONRY STAIRS
- 03 2" x 4" x 8" BRICK MASONRY STAIRS
- 04 2" x 4" x 8" BRICK MASONRY STAIRS
- 05 2" x 4" x 8" BRICK MASONRY STAIRS
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- 100 2" x 4" x 8" BRICK MASONRY STAIRS

**BLACK ROCK DEVELOPMENT, INC.**  
 P. O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

**BLACK ROCK**

ARCHITECT: BLACK ROCK DEVELOPMENT, INC.  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

DATE: 05/11/2006  
 TIME: 11:31:08  
 USER: JEFFREY\_SCHMIDT  
 PROJECT: 2006-0001

**COTTAGE 1 FLR**

SCALE: 1/8" = 1'-0"

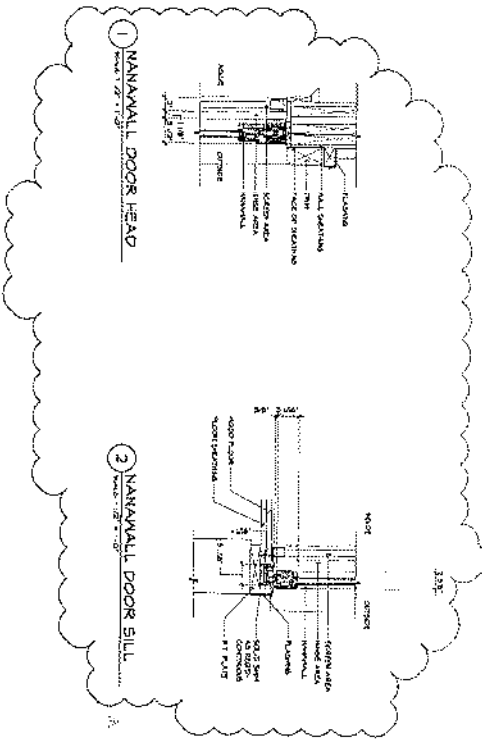
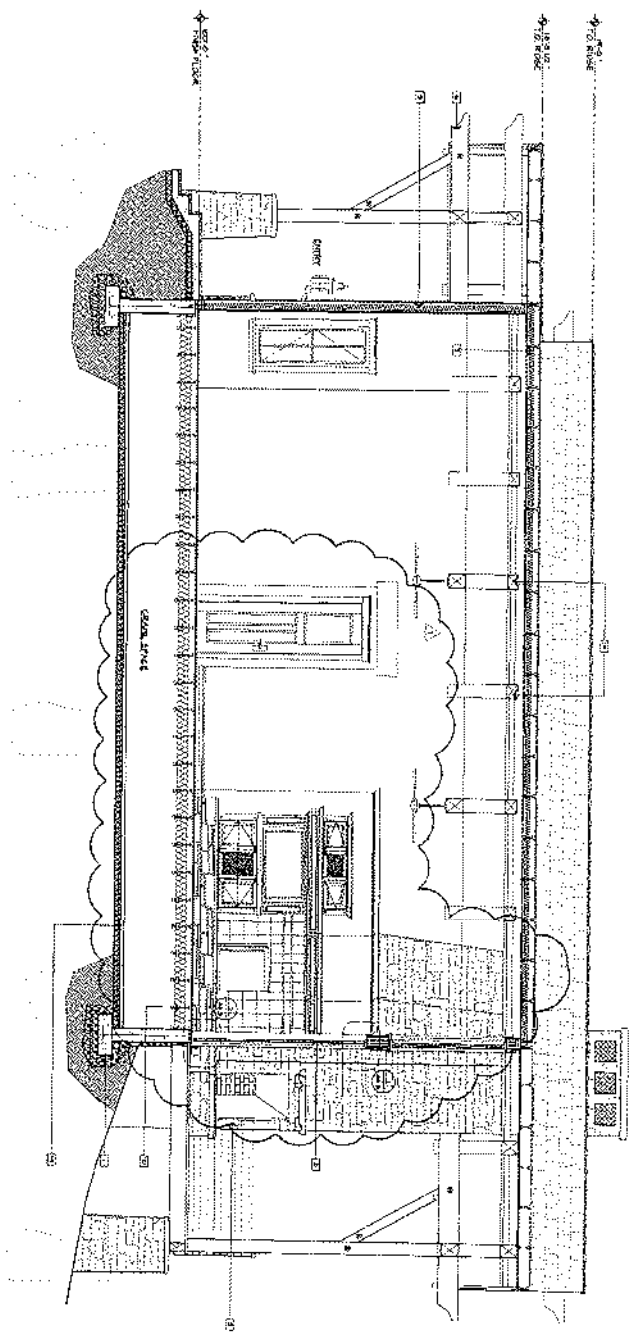
A5.2





2

BUILDING SECTION



GENERAL NOTES

- 1) ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
- 2) FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
- 3) ALL MATERIALS AND WORKMANSHIP TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
- 4) ALL MATERIALS TO BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
- 5) ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 6) ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
- 7) ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
- 8) ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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- 10) ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

KEY NOTES

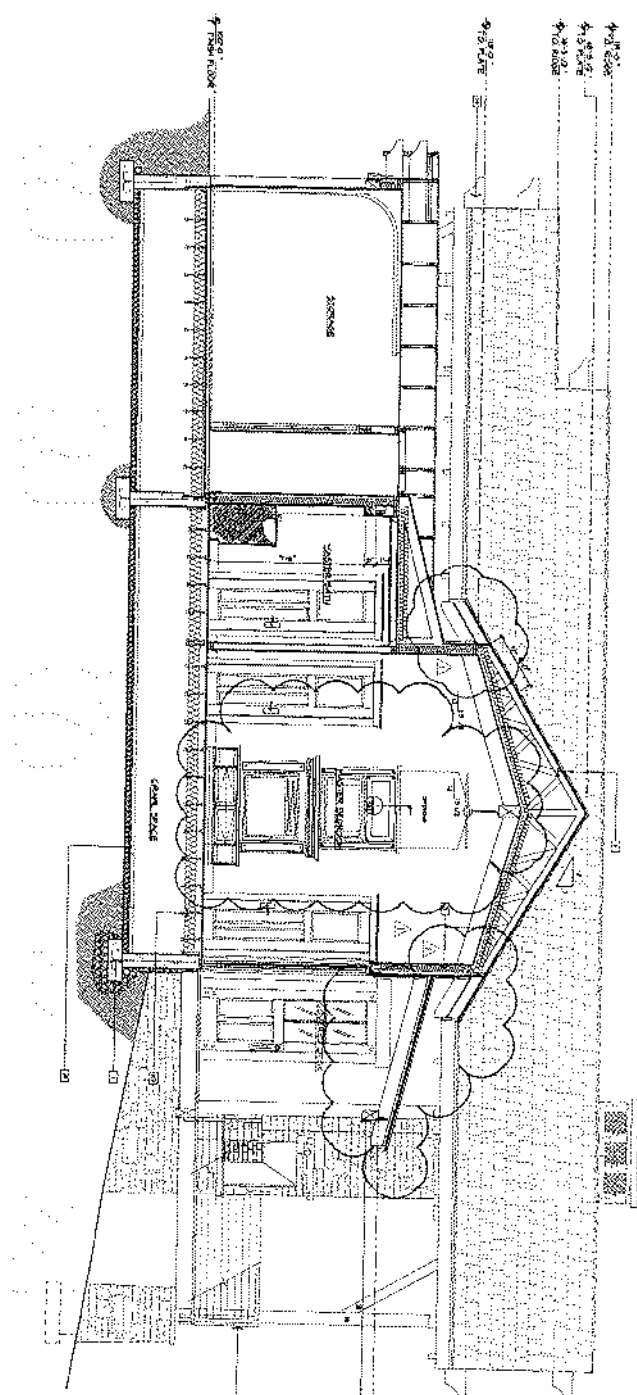
- 1) 1" SPACER BETWEEN WALLS
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**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83815  
 PHONE: 208-666-2006 FAX: 208-416-0227  
 WWW.BLACKROCKDEVELOPMENT.COM

**BLACK ROCK**  
 CONSTRUCTION

DATE: 11/21/05  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

A6.3



BUILDING SECTION  
SCALE 1/8" = 1'-0"

**GENERAL NOTES**

- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 2. FINISH FLOOR IS 1/2" ABOVE FINISH GRADE.
- 3. FINISH GRADE IS 1/2" BELOW FINISH FLOOR.
- 4. FINISH CEILING IS 8'-0" ABOVE FINISH FLOOR.
- 5. FINISH WALL IS 8'-0" ABOVE FINISH FLOOR.
- 6. FINISH ROOF IS 12'-0" ABOVE FINISH FLOOR.
- 7. FINISH STAIR IS 10'-0" ABOVE FINISH FLOOR.
- 8. FINISH PORCH IS 4'-0" ABOVE FINISH GRADE.
- 9. FINISH DRIVEWAY IS 4'-0" ABOVE FINISH GRADE.
- 10. FINISH GARAGE IS 4'-0" ABOVE FINISH GRADE.
- 11. FINISH BATH IS 4'-0" ABOVE FINISH FLOOR.
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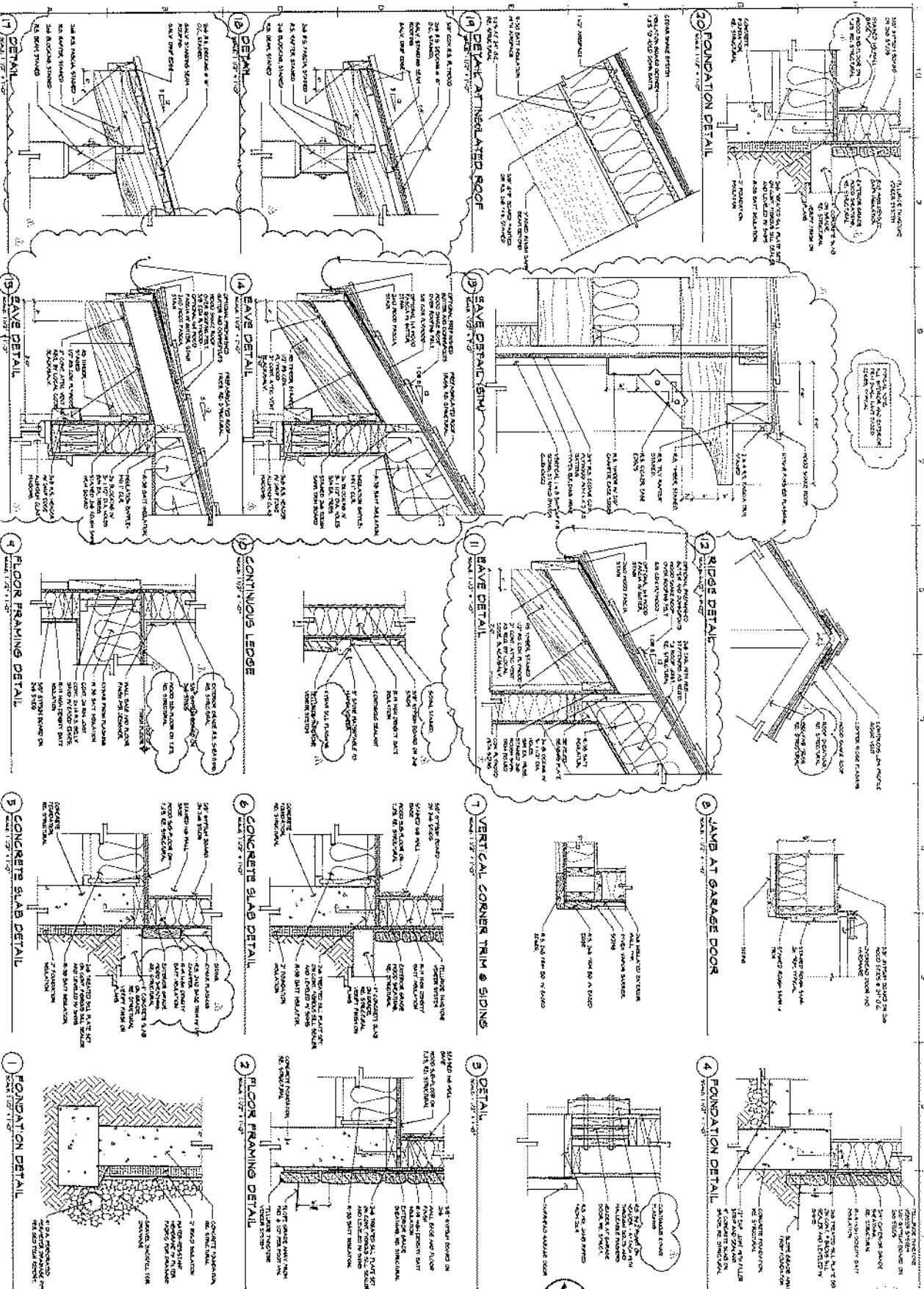
**KEY NOTES**

- 1. SEE GENERAL NOTES FOR FINISH GRADE.
- 2. SEE GENERAL NOTES FOR FINISH FLOOR.
- 3. SEE GENERAL NOTES FOR FINISH CEILING.
- 4. SEE GENERAL NOTES FOR FINISH WALL.
- 5. SEE GENERAL NOTES FOR FINISH ROOF.
- 6. SEE GENERAL NOTES FOR FINISH STAIR.
- 7. SEE GENERAL NOTES FOR FINISH PORCH.
- 8. SEE GENERAL NOTES FOR FINISH DRIVEWAY.
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- 12. SEE GENERAL NOTES FOR FINISH LIVING.
- 13. SEE GENERAL NOTES FOR FINISH BEDROOM.
- 14. SEE GENERAL NOTES FOR FINISH HALL.
- 15. SEE GENERAL NOTES FOR FINISH CLOSET.



**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3370  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-865-2005 FAX: 208-864-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

**COTTAGE 1 FLR**  
 DATE: 11/24/05  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: J. L. BROWN  
 SCALE: 1/8" = 1'-0"



**COTTAGE 1 F.R.**

DATE: 11/11/08  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: J. L. BROWN  
 PROJECT NO.: 08-0111  
 SHEET NO.: 11/11/08  
 SCALE: AS SHOWN  
 1/8" = 1'-0"

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 8075  
 912 NORTHSHAKES BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

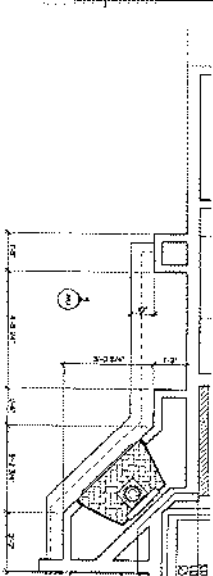


**Material Schedule**

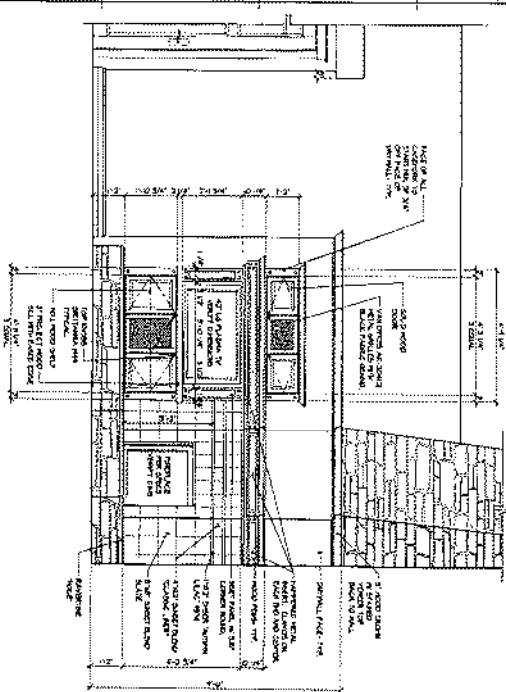
| Item | Description       | Quantity | Unit  |
|------|-------------------|----------|-------|
| 1    | Concrete          | 100      | cu yd |
| 2    | Reinforcing Steel | 100      | lb    |
| 3    | Insulation        | 100      | sq ft |
| 4    | Roofing           | 100      | sq ft |
| 5    | Shingles          | 100      | sq ft |
| 6    | Flashing          | 100      | sq ft |
| 7    | Trim              | 100      | sq ft |
| 8    | Paint             | 100      | gal   |
| 9    | Sealant           | 100      | lb    |
| 10   | Hardware          | 100      | lb    |



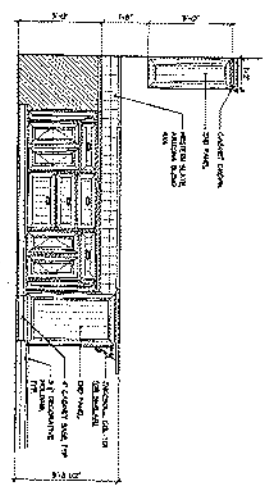
3 GREAT ROOM PLAN  
SCALE 1/8" = 1'-0"



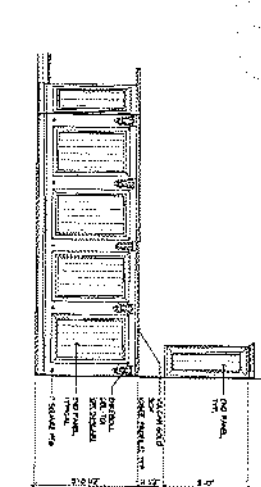
4 GREAT ROOM  
SCALE 1/8" = 1'-0"



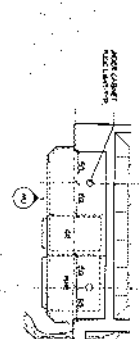
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SCALE 1/8" = 1'-0"



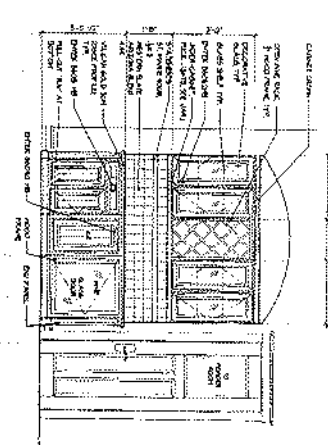
5 KITCHEN  
SCALE 1/8" = 1'-0"



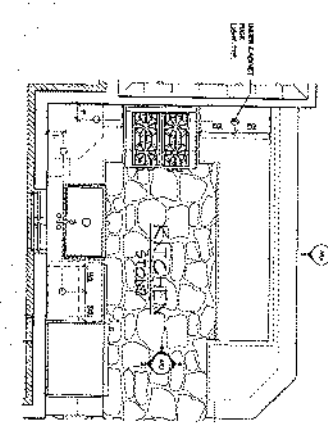
6 BAR PLAN  
SCALE 1/8" = 1'-0"



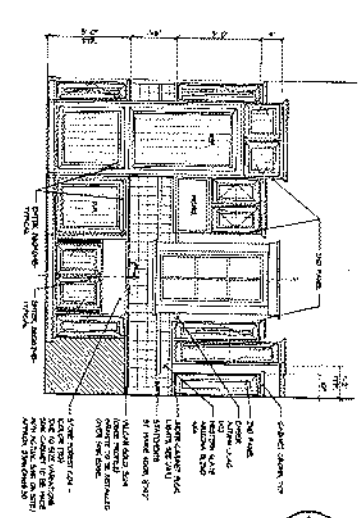
7 BAR  
SCALE 1/8" = 1'-0"



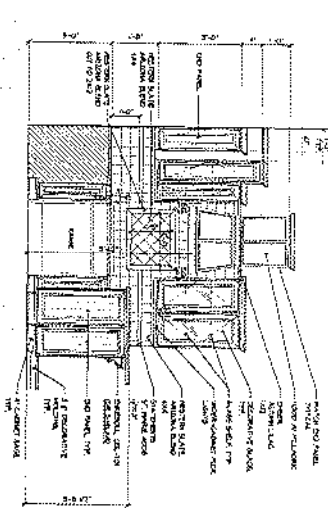
1 KITCHEN PLAN  
SCALE 1/8" = 1'-0"



2 KITCHEN  
SCALE 1/8" = 1'-0"



3 KITCHEN  
SCALE 1/8" = 1'-0"

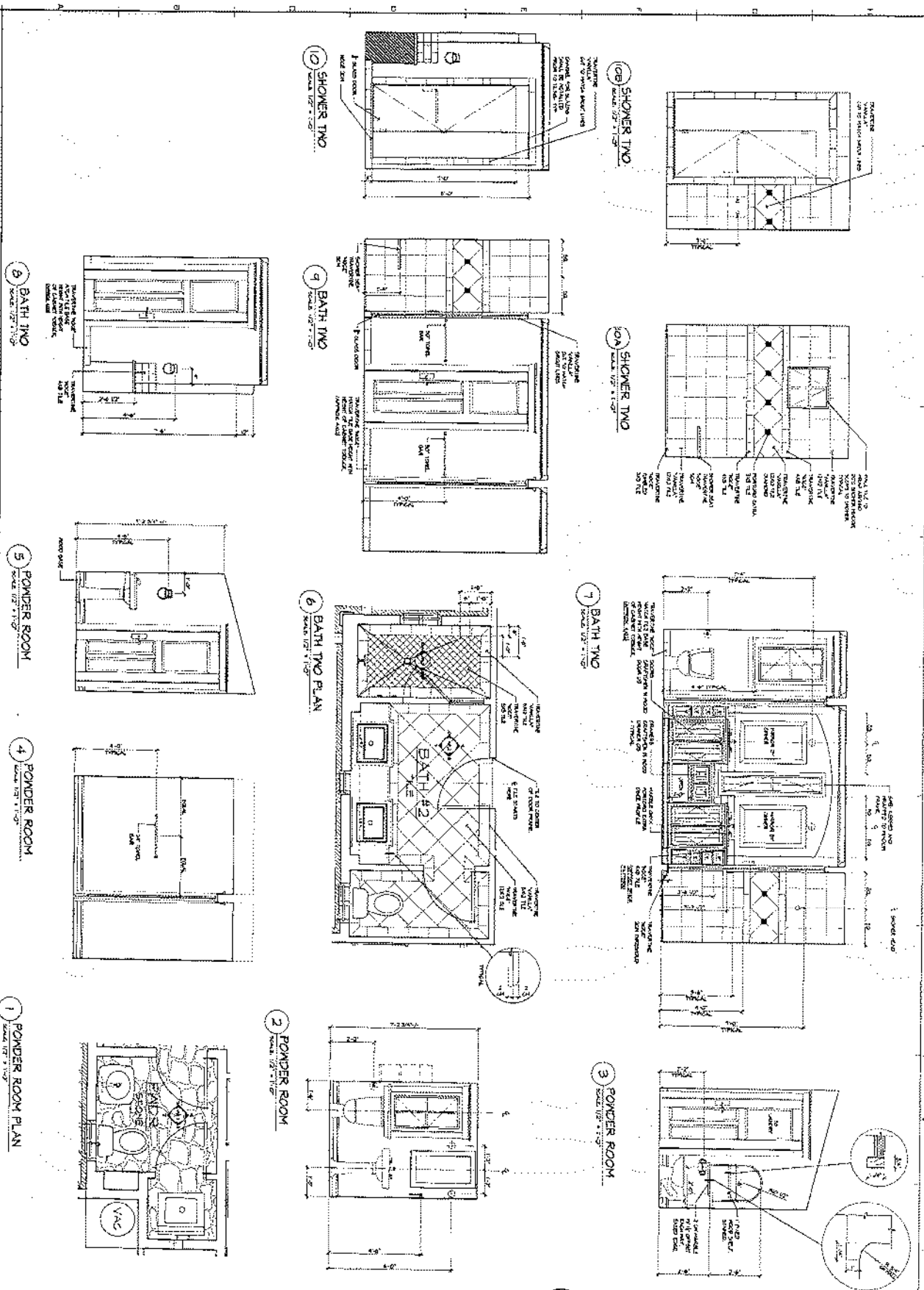


**COTTAGE 1 PLAN**  
 SHEET 1 OF 1  
 DATE: 01/11/08  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT NO.: 08-001  
 1111 S. 11th St.  
 Phoenix, AZ 85006  
 480-961-1111  
 www.blackrockdevelopment.com

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. Box 2070  
 912 North West Boulevard  
 Uptown Dallas, Texas 75208  
 Phone: 208-666-2005 Fax: 208-416-0327  
 www.blackrockdevelopment.com



**GENERAL NOTES**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2006 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2006 INTERNATIONAL ENERGY EFFICIENCY CODE (IECC).  
 2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. FINISHES SHALL BE AS NOTED.  
 5. SEE SCHEDULE FOR MATERIALS.  
 6. SEE SPECIFICATIONS FOR CONSTRUCTION METHODS.  
 7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 9. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.  
 10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 13. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.  
 14. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT REQUIREMENTS.  
 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 16. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.  
 17. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 18. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 20. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.



**1 POWDER ROOM PLAN**  
SCALE: 1/8" = 1'-0"

**2 POWDER ROOM**  
SCALE: 1/8" = 1'-0"

**3 POWDER ROOM**  
SCALE: 1/8" = 1'-0"

**4 POWDER ROOM**  
SCALE: 1/8" = 1'-0"

**5 POWDER ROOM**  
SCALE: 1/8" = 1'-0"

**6 BATH TWO PLAN**  
SCALE: 1/8" = 1'-0"

**7 BATH TWO**  
SCALE: 1/8" = 1'-0"

**8 BATH TWO**  
SCALE: 1/8" = 1'-0"

**9 BATH TWO**  
SCALE: 1/8" = 1'-0"

**10 SHOWER TWO**  
SCALE: 1/8" = 1'-0"

**11 SHOWER TWO**  
SCALE: 1/8" = 1'-0"

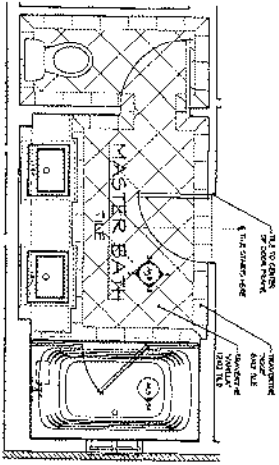
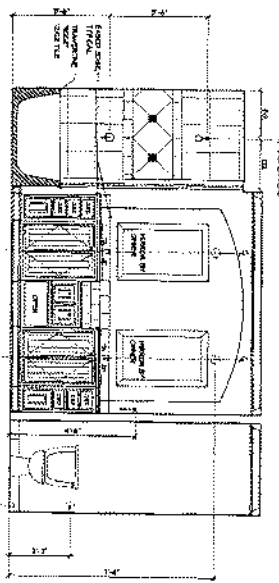
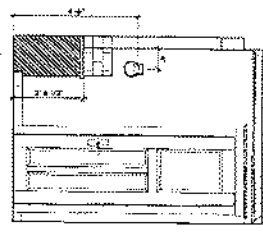
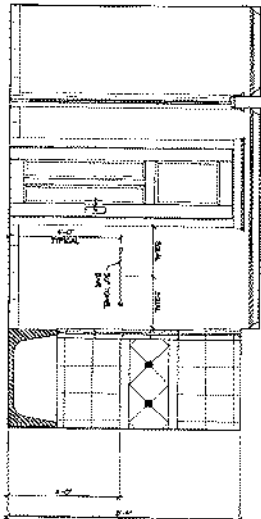
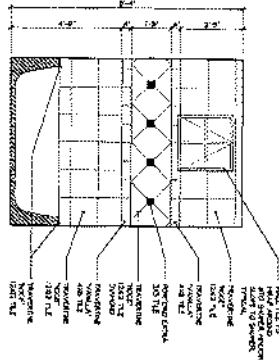
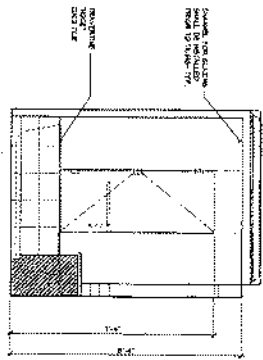
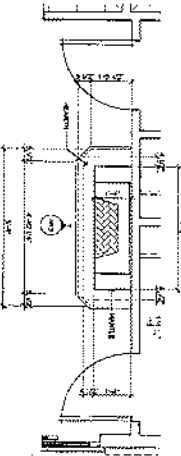
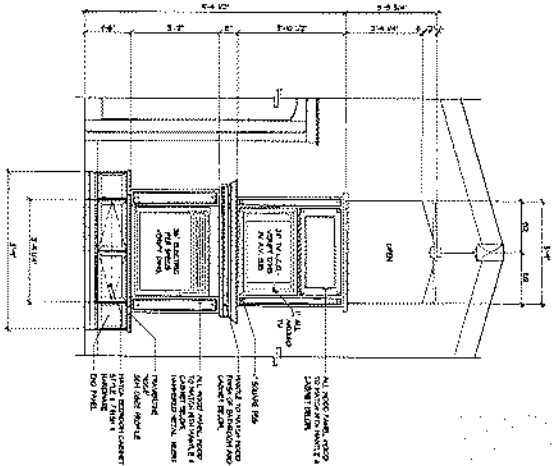
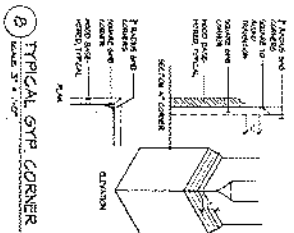
**BLACK ROCK DEVELOPMENT, INC.**  
P.O. BOX 3070  
912 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2005 FAX: 208-416-0327  
WWW.BLACKROCKDEVELOPMENT.COM



**CONTRACTOR**  
BLACK ROCK DEVELOPMENT, INC.  
912 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2005 FAX: 208-416-0327  
WWW.BLACKROCKDEVELOPMENT.COM

**ARCHITECT**  
BLACK ROCK DEVELOPMENT, INC.  
912 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2005 FAX: 208-416-0327  
WWW.BLACKROCKDEVELOPMENT.COM

**OWNER**  
BLACK ROCK DEVELOPMENT, INC.  
912 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2005 FAX: 208-416-0327  
WWW.BLACKROCKDEVELOPMENT.COM



**6 BEDROOM FIREPLACES PLAN**  
SCALE: 3/4" = 1'-0"

**4 MASTER BATH**  
SCALE: 3/4" = 1'-0"

**1 MASTER BATH PLAN**  
SCALE: 3/4" = 1'-0"

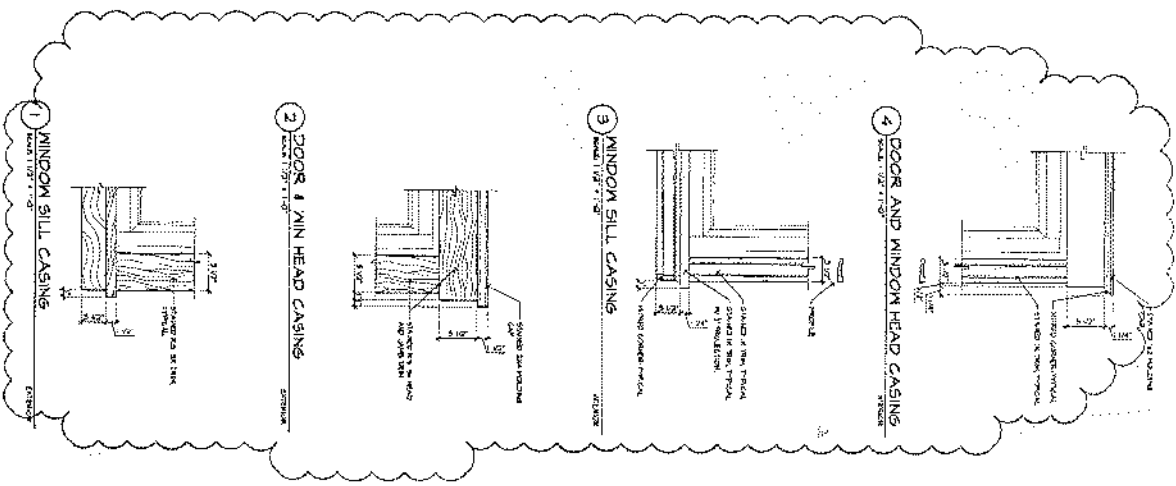
**COITAGE 1 FLR**  
A913

DATE: 11.21.09  
DRAWN BY: JMM/13  
CHECKED BY: JMM/13  
SCALE: AS SHOWN

**BLACK ROCK DEVELOPMENT, INC.**  
P.O. BOX 3070  
913 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2005 FAX: 208-416-0327  
WWW.BLACKROCKDEVELOPMENT.COM



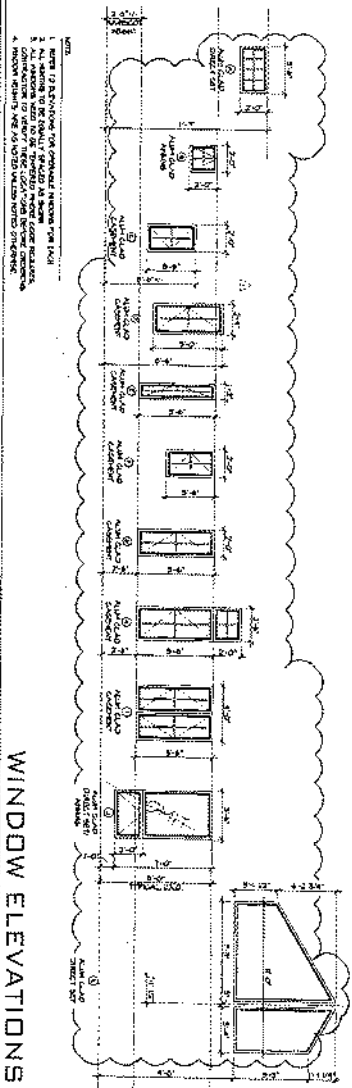
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| DRAWN BY: JMM/13       | CHECKED BY: JMM/13                      |
| DATE: 11.21.09         | SCALE: AS SHOWN                         |
| DRAWN BY: JMM/13       | CHECKED BY: JMM/13                      |
| DATE: 11.21.09         | SCALE: AS SHOWN                         |
| DRAWN BY: JMM/13       | CHECKED BY: JMM/13                      |
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| DRAWN BY: JMM/13       | CHECKED BY: JMM/13                      |



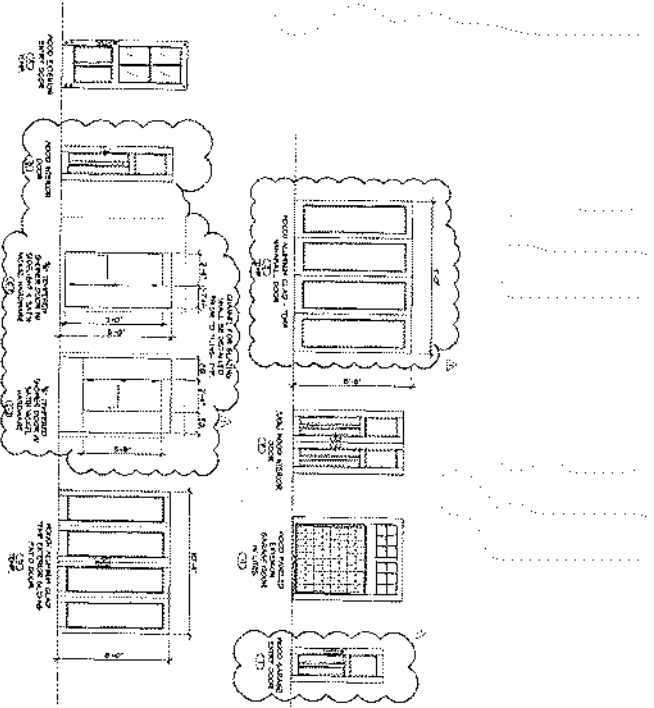
**DOOR SCHEDULE**

| NO. | TYPE | SIZE        | FINISH | GLASS | GLASS TYPE |
|-----|------|-------------|--------|-------|------------|
| 1   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 2   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 3   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 4   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 5   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 6   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 7   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 8   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 9   | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 10  | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 11  | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 12  | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
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| 49  | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |
| 50  | DOOR | 3'0" x 7'0" | 01     | GLASS | 01         |

**DOOR SCHEDULE**



**WINDOW ELEVATIONS**



**DOOR ELEVATIONS**

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. Box 3076  
 912 NORTHWEST BOULEVARD  
 CHEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2009 FAX: 208-415-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

**BLACK ROCK**

**PROJECT INFORMATION**  
 PROJECT: DOWNTOWN HOTEL  
 CLIENT: BLACK ROCK DEVELOPMENT, INC.  
 ARCHITECT: [Faded]  
 DATE: [Faded]

**REVISIONS**

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| 1   |      |             |
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| 3   |      |             |
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**APPENDIX A**

**APPENDIX B**

**APPENDIX C**

**APPENDIX D**

**APPENDIX E**

**APPENDIX F**

**APPENDIX G**

**APPENDIX H**

**APPENDIX I**

**APPENDIX J**

**APPENDIX K**

**APPENDIX L**

**APPENDIX M**

**APPENDIX N**

**APPENDIX O**

**APPENDIX P**

**APPENDIX Q**

**APPENDIX R**

**APPENDIX S**

**APPENDIX T**

**APPENDIX U**

**APPENDIX V**

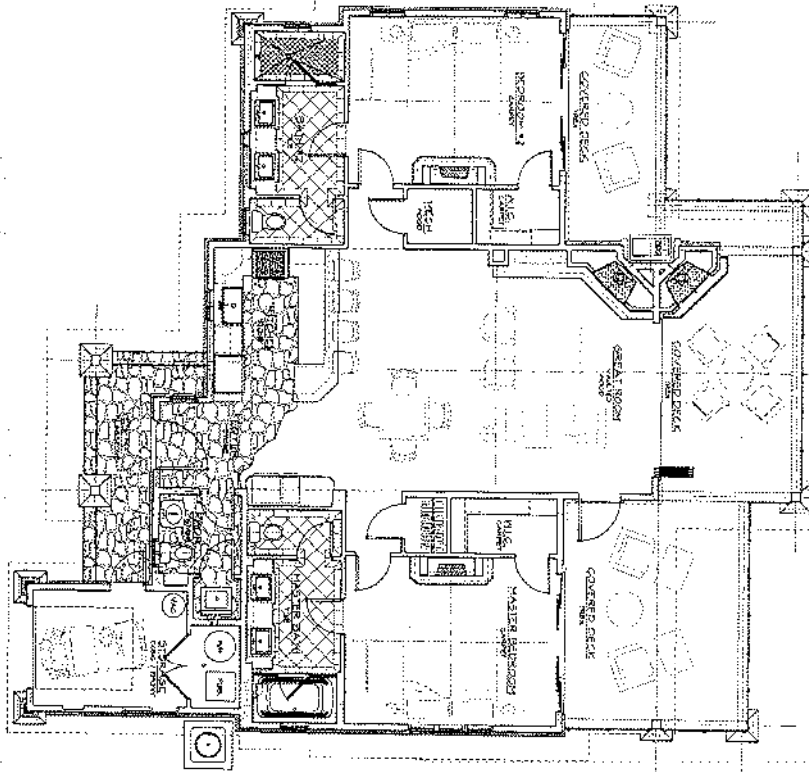
**APPENDIX W**

**APPENDIX X**

**APPENDIX Y**

**APPENDIX Z**

MAIN FLOOR FURNITURE PLAN



SCALE: 1/8" = 1'-0"

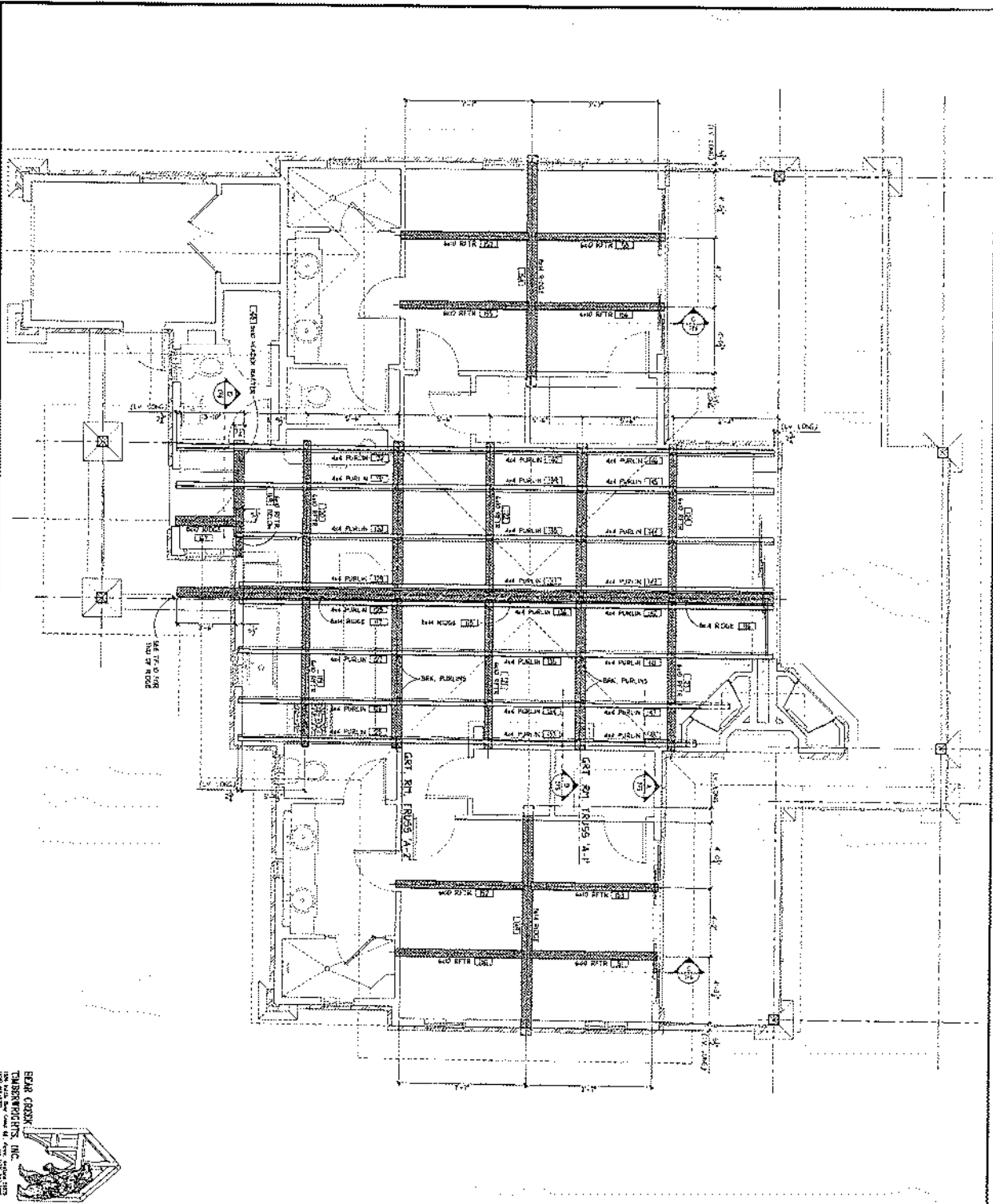
**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 20770  
 912 NORTHWEST BUNLEAVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM



|   |  |   |
|---|--|---|
| PROJECT: 102.1<br>DATE: 11-18-05<br>DRAWN BY: BSA/LSJ<br>CHECKED BY: JTB<br>SHEET NUMBER: 102.1 | ARCHITECT: BLACK ROCK DEVELOPMENT, INC.<br>912 NORTHWEST BUNLEAVARD<br>COEUR D'ALENE, IDAHO 83816<br>PHONE: 208-665-2005 FAX: 208-416-0327<br>WWW.BLACKROCKDEVELOPMENT.COM | CONTRACTOR: [REDACTED]<br>1234567890<br>COEUR D'ALENE, IDAHO 83816<br>PHONE: [REDACTED] FAX: [REDACTED] |
|---|--|---|

**COTTAGE 1 FLR**  
 102.1  
 11-18-05  
 BSA/LSJ  
 JTB





BEAR CORNER  
 TIMBERWORKERS, INC.  
 1200 S. 10th St. #100  
 DENVER, CO 80202



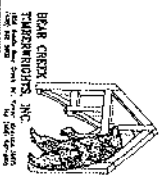
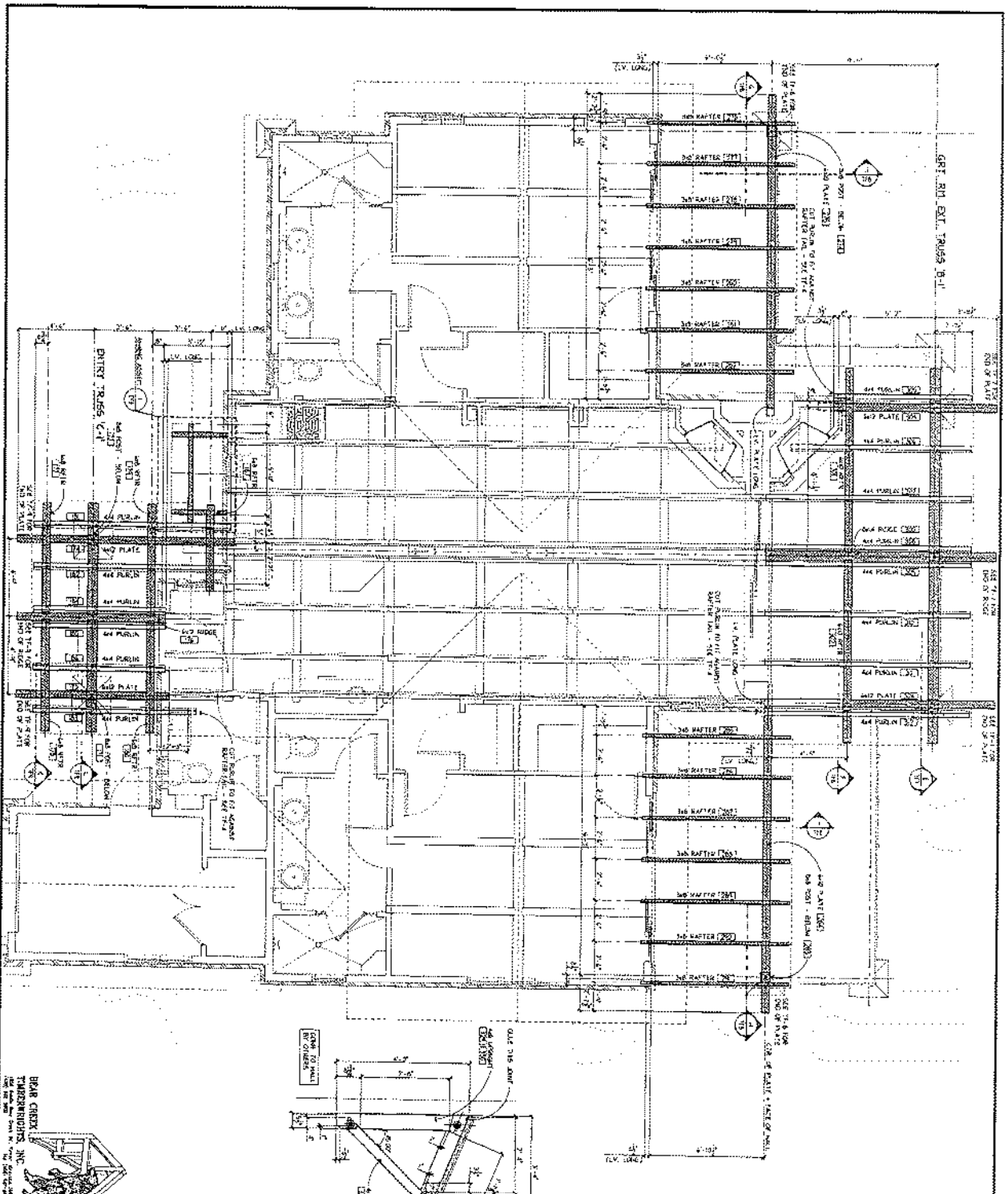
DATE: 12/28/2014  
 TIME: 10:58 AM  
 USER: V. LIZ  
 PROJECT: TP-2

**TIMBER PLAN - INTERIOR STRUCTURES**  
**BLACKROCK COTTAGE PLAN 1-B**  
 COREY D. ALLEN  
 IDAHO

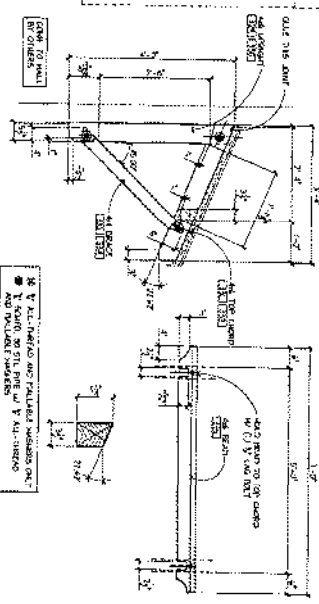
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**NOTES:**  
 1. FINISHES INCLUDES: DRYWALL, TRIM, CARPENTRY AND MILLWORK TO MATCH OR BETTER.  
 2. ALL CONNECTIONS SHALL BE PER IRC 2008.  
 3. JOIST AND PURLIN SHALL BE DONE TO BEAR PER STRUCTURAL REQUIREMENTS.  
 4. TRIM SHALL BE 1 1/2" x 4" x 8" S4S DOUGLASS FIR, NATURAL SPTS.  
 5. TRIM SHALL BE 1 1/2" x 4" x 8" S4S DOUGLASS FIR, NATURAL SPTS.  
 6. TRIM SHALL BE 1 1/2" x 4" x 8" S4S DOUGLASS FIR, NATURAL SPTS.  
 7. TRIM SHALL BE 1 1/2" x 4" x 8" S4S DOUGLASS FIR, NATURAL SPTS.  
 8. TRIM SHALL BE 1 1/2" x 4" x 8" S4S DOUGLASS FIR, NATURAL SPTS.  
 9. TRIM SHALL BE 1 1/2" x 4" x 8" S4S DOUGLASS FIR, NATURAL SPTS.  
 10. TRIM SHALL BE 1 1/2" x 4" x 8" S4S DOUGLASS FIR, NATURAL SPTS.

|     |             |
|-----|-------------|
| REV | DESCRIPTION |
|     |             |
|     |             |
|     |             |



BEAM JOINT  
 DIMENSIONS, INC.  
 1000 1/2" x 1000 1/2" x 1000 1/2"



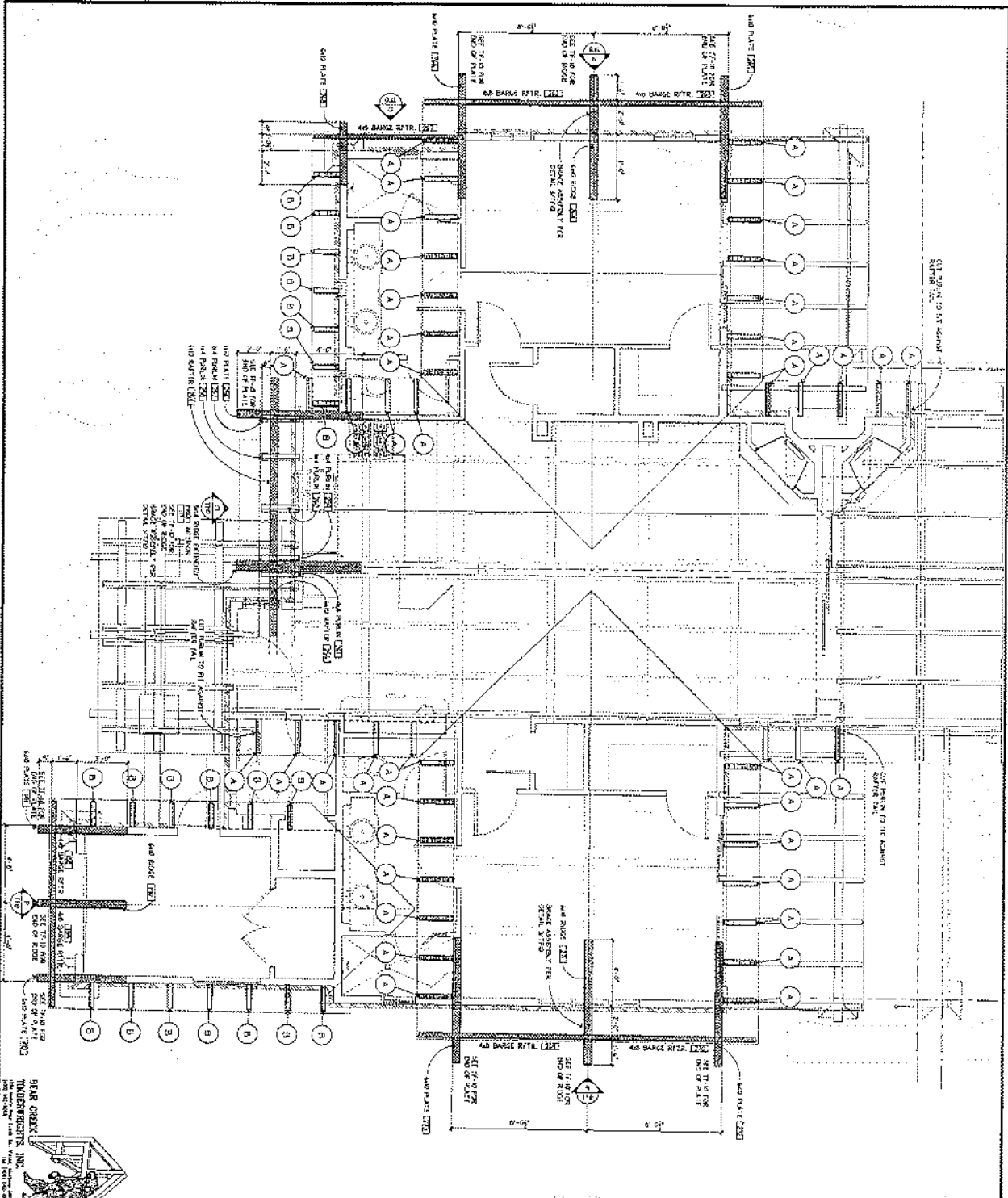
1-3  
 DETAIL  
 ANCHOR ASSEMBLY

NOTES:  
 1. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL CONNECTIONS SHALL BE TO BE MADE TO MEET THE REQUIREMENTS OF THE NATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.  
 3. ALL JOINTS SHALL BE MADE TO MEET THE REQUIREMENTS OF THE NATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.  
 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL JOINTS SHALL BE MADE TO MEET THE REQUIREMENTS OF THE NATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.  
 6. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 7. ALL JOINTS SHALL BE MADE TO MEET THE REQUIREMENTS OF THE NATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.  
 8. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 9. ALL JOINTS SHALL BE MADE TO MEET THE REQUIREMENTS OF THE NATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.  
 10. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

| NO. | REVISIONS |
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| 1   | AS SHOWN  |
| 2   |           |
| 3   |           |
| 4   |           |
| 5   |           |

**BLACKROCK COTTAGE PLAN 1-A**

CONSTRUCTION OF ALABAMA  
 DAVID



| REVISIONS |             |
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**PLAN NOTES**

- 1. DIMENSIONS SHOWN ARE TO FACE UNLESS OTHERWISE NOTED.
- 2. DIMENSIONS TO FACE OF WALLS AND PARTS OF WALLS TO FACE UNLESS OTHERWISE NOTED.
- 3. DIMENSIONS TO FACE OF WALLS AND PARTS OF WALLS TO FACE UNLESS OTHERWISE NOTED.

**NOTES**

1. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

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6. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

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8. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

**GENERAL NOTES**

1. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

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7. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

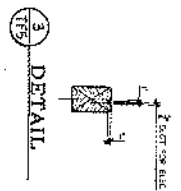
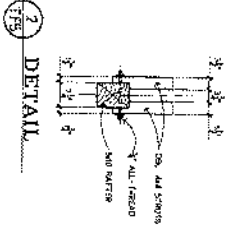
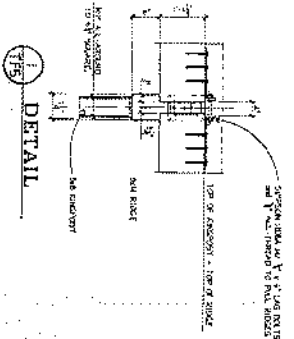
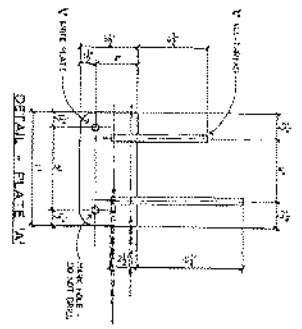
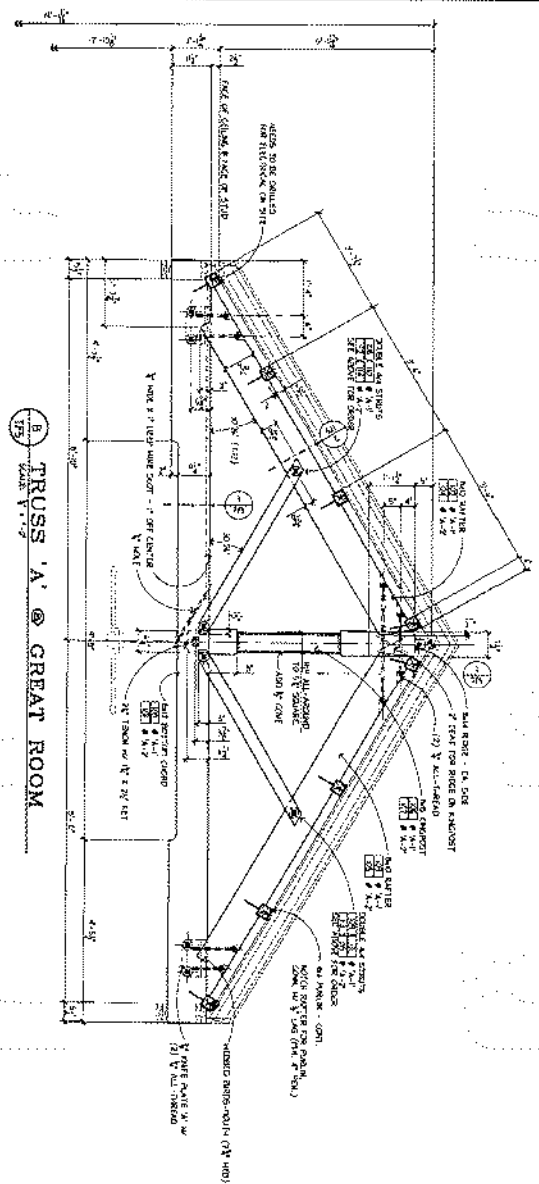
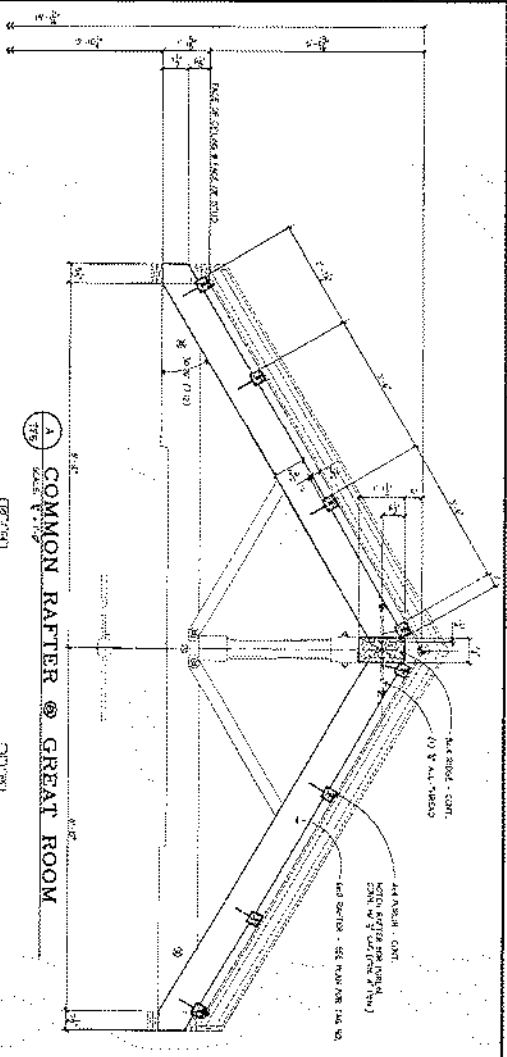
10. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

**BLACKROCK COTTAGE PLAN 1-A**

CORPORATION

DRAWN

TP-4



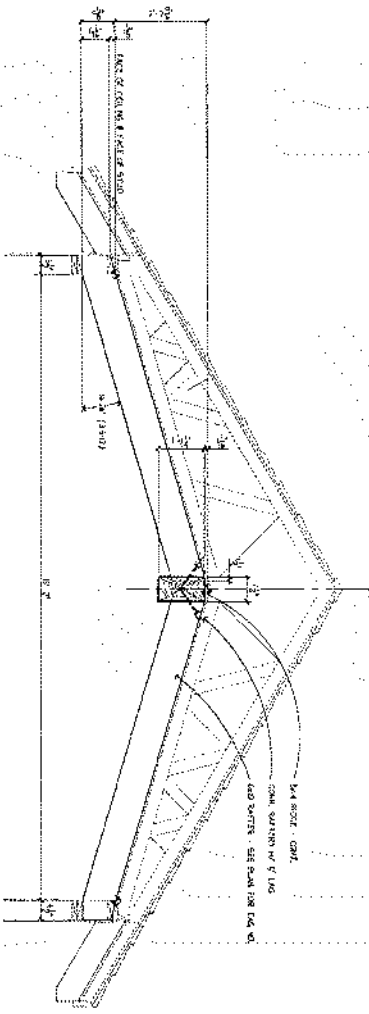
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**NOTES:**  
 1. EXPERIENCE INCLUDES ONLY TRUSS COMPONENTS AND ASSOCIATED BEAM ON THE DRAWING.  
 2. ALL CONSTRUCTION SHALL BE PER D.C. AND  
 3. EXISTING AND VARIATION SHALL BE DONE TO MATCH EXIST. DIMENSIONS.  
 4. DIMENSIONS AND TOLERANCES.  
 5. MATERIALS SHALL BE CONFORM TO THE SPECIFICATIONS FOR MATERIALS.  
 6. ALL DIMENSIONS SHALL BE TAKEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 7. ALL DIMENSIONS SHALL BE TAKEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 8. ALL DIMENSIONS SHALL BE TAKEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS SHALL BE TAKEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS SHALL BE TAKEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

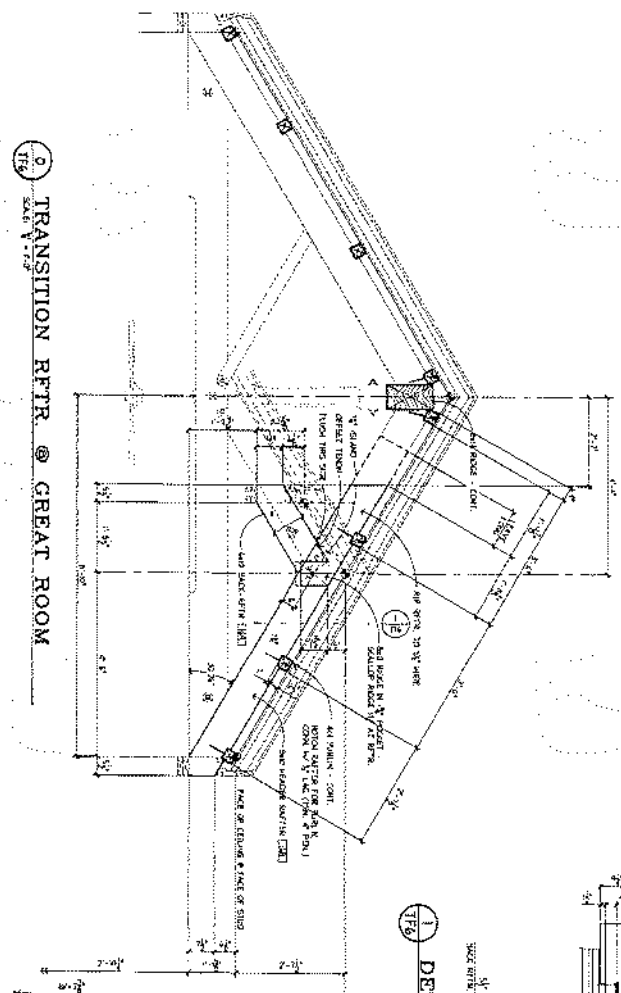
**TIMBER DETAILS**  
**BLACKROCK COTTAGE PLAN 1-A**  
**CORBUR D'ALENNE**  
**BAHRO**

**BEAR CREEK**  
**TIMBERWORKS, INC.**  
 1421 W. 10th St. Ste. 100  
 Anchorage, Alaska 99503  
 (907) 562-1111

**TP-5**

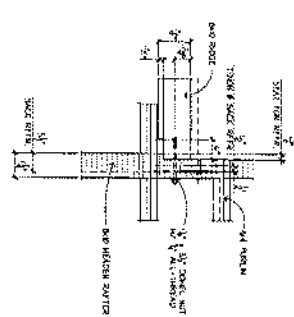


**C**  
COMMON RAFTER @ BEDROOMS  
SCALE: 1/4" = 1'-0"



**D**  
TRANSITION RAFTER @ GREAT ROOM  
SCALE: 1/4" = 1'-0"

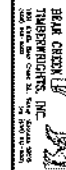
**1**  
DETAIL  
SCALE: 1/4" = 1'-0"



| REVISIONS |      |
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**NOTES:**  
 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.  
 2. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODE AND THE NATIONAL ELECTRICAL CODE.  
 3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 4. ALL JOISTS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 5. ALL RAFTERS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 6. ALL BEAMS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 7. ALL STUDS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 8. ALL SHIMS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 9. ALL BLOCKS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 10. ALL BRACKETS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 11. ALL SCREWS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 12. ALL NAILS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 13. ALL LAG BOLTS SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.  
 14. ALL WEDGES SHALL BE SPACED AT 16" ON CENTER UNLESS OTHERWISE SPECIFIED.

**BLACKROCK COTTAGE PLAN 1-A**  
 COVER D' ALPHE  
 DAVID

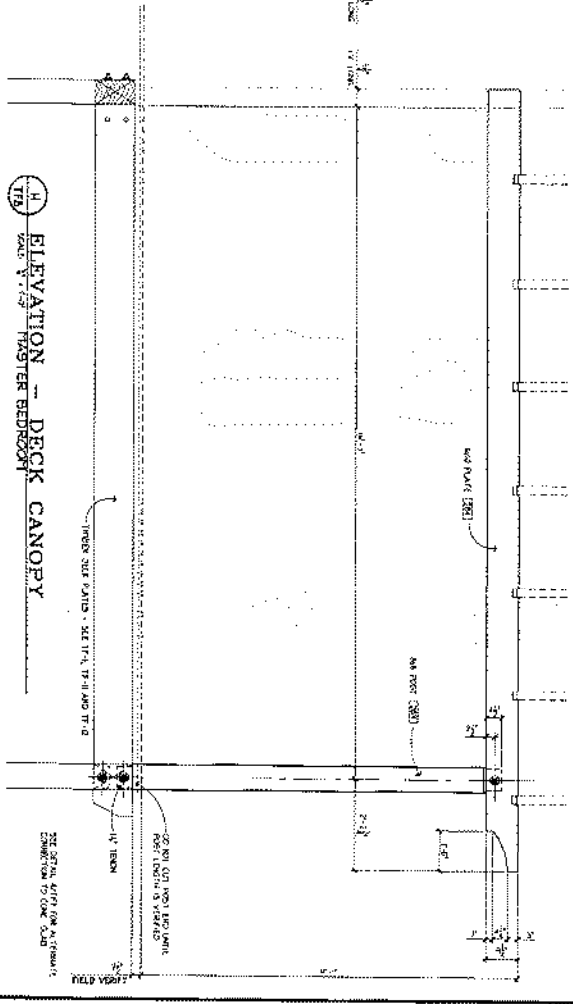
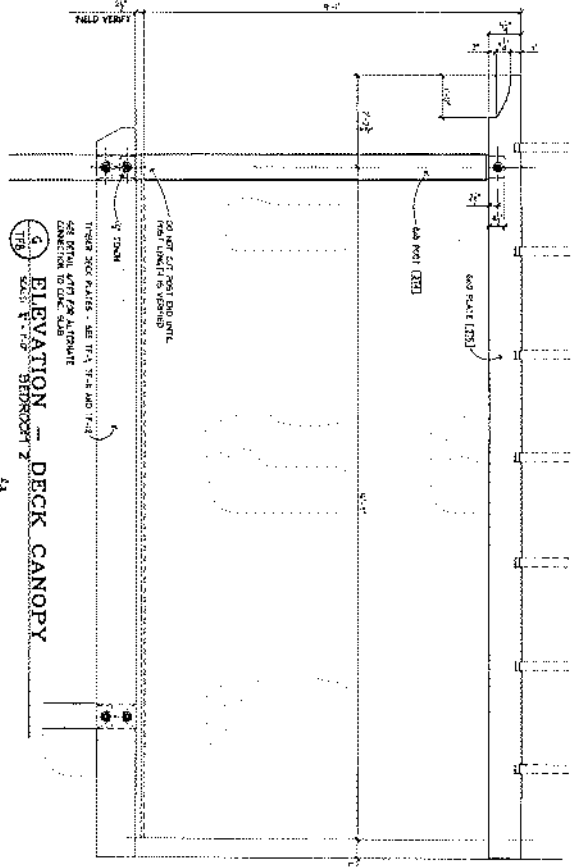


BEAR CREEK  
 TIMBERWORKS, INC.  
 1000 W. 10th St., Suite 100  
 Anchorage, Alaska 99501  
 Phone: (907) 562-1111  
 Fax: (907) 562-1112  
 Email: info@bearcreek.com

TF-6

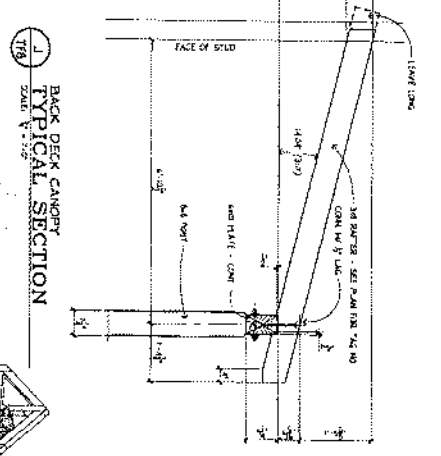
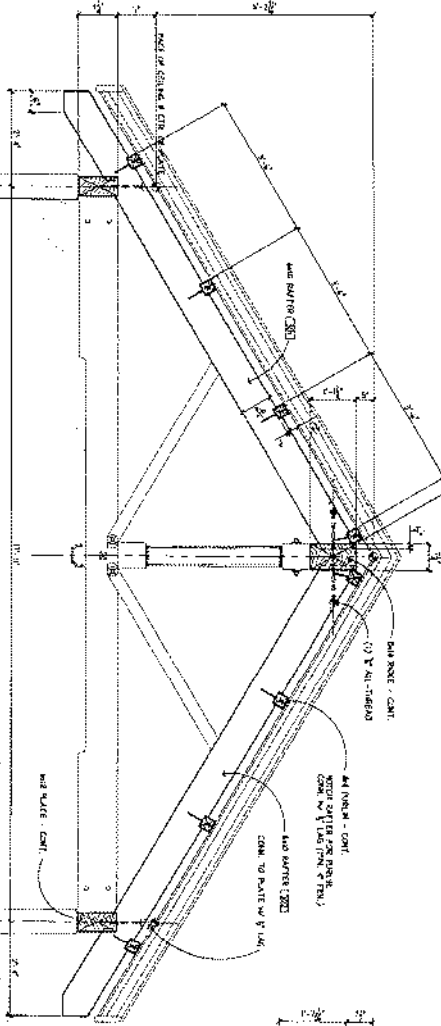


1. ALL DIMENSIONS AND MATERIALS UNLESS OTHERWISE SPECIFIED ARE IN INCHES AND DECIMALS THEREOF.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.



REVISIONS

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**NOTES:**

1. ALL DIMENSIONS AND MATERIALS UNLESS OTHERWISE SPECIFIED ARE IN INCHES AND DECIMALS THEREOF.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
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12. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
13. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
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16. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
17. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
19. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.
20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

**F EXTERIOR RAFTER @ GREAT ROOM**

**J BACK DECK CANOPY TYPICAL SECTION**



**BLACKROCK COTTAGE 1**

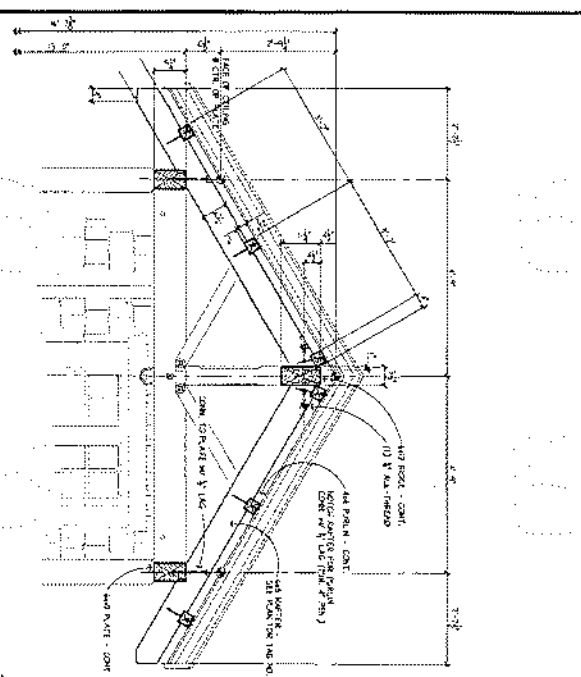
**TRUSS DETAILS**

**COBBLE D' ALBARE**

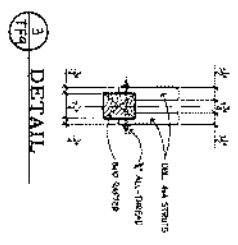
**BAHIO**

TR-8

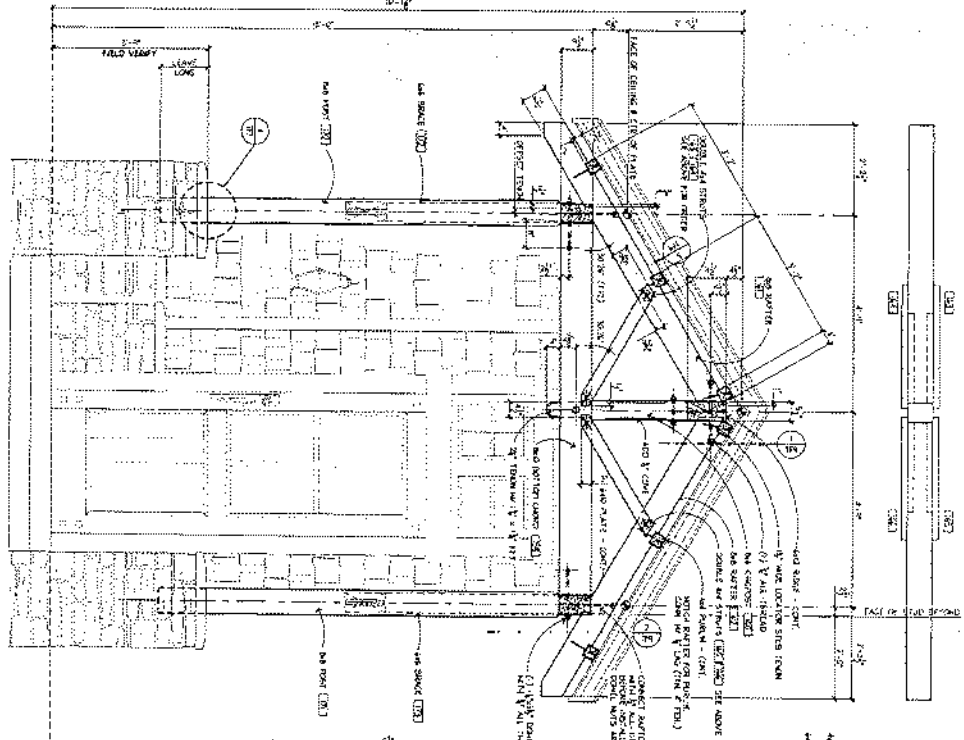
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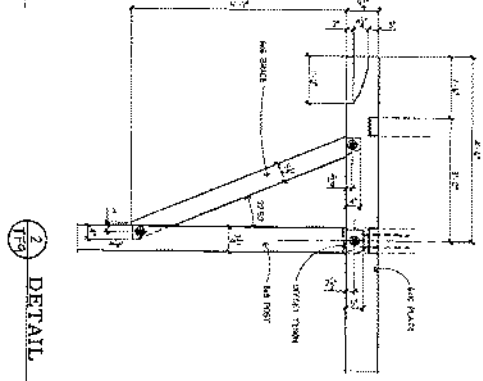
1 EXTERIOR RAFTER @ ENTRY  
SCALE: 1/4" = 1'-0"



1 DETAIL  
SCALE: 1/4" = 1'-0"



2 EXTERIOR TRUSS @ ENTRY  
SCALE: 1/4" = 1'-0"



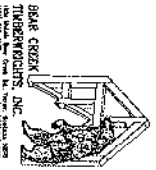
2 DETAIL  
SCALE: 1/4" = 1'-0"

**NOTES:**

1. ALL CONNECTIONS SHALL BE MADE TO BEAR ON THE FACE OF THE WALL.
2. ALL CONNECTIONS SHALL BE MADE TO BEAR ON THE FACE OF THE WALL.
3. ALL CONNECTIONS SHALL BE MADE TO BEAR ON THE FACE OF THE WALL.
4. ALL CONNECTIONS SHALL BE MADE TO BEAR ON THE FACE OF THE WALL.
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8. ALL CONNECTIONS SHALL BE MADE TO BEAR ON THE FACE OF THE WALL.
9. ALL CONNECTIONS SHALL BE MADE TO BEAR ON THE FACE OF THE WALL.
10. ALL CONNECTIONS SHALL BE MADE TO BEAR ON THE FACE OF THE WALL.

**GENERAL NOTES:**

1. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
2. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
3. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
4. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
5. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
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7. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
8. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
9. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.
10. ALL MATERIALS AND METHODS SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.

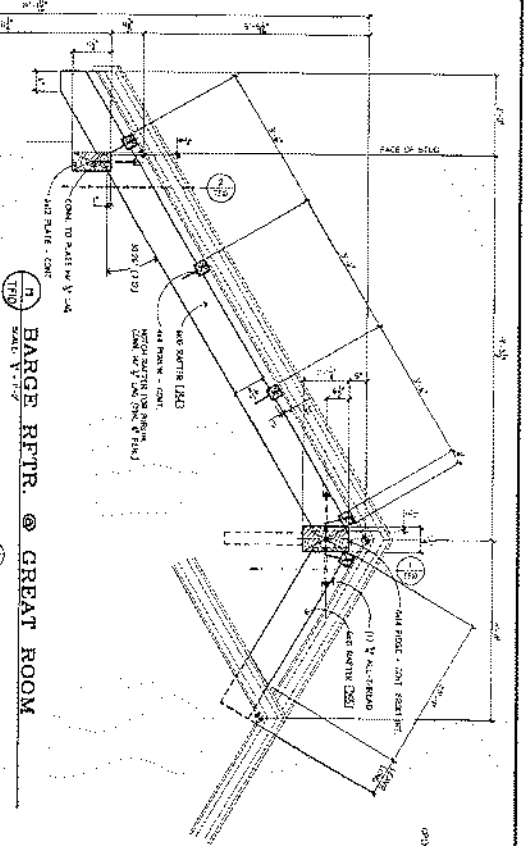


**BLACKROCK COTTAGE PLAN 1-A**  
CORNER OF ALBANY  
IDAHO

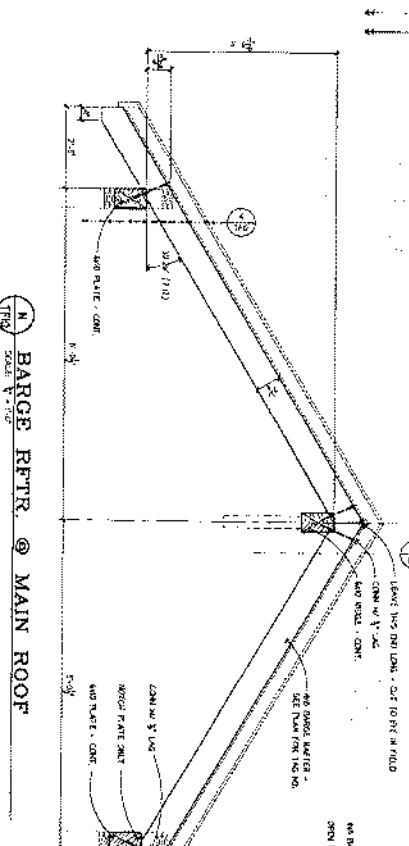
THIBRETT INC.  
1000 W. 10TH ST. BOZEMAN, MT. 59717  
406.552.2222

TFP-9

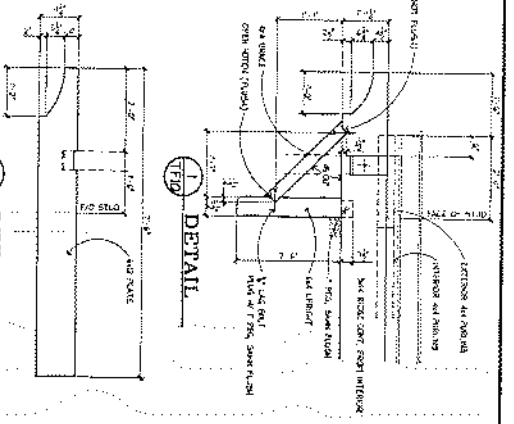
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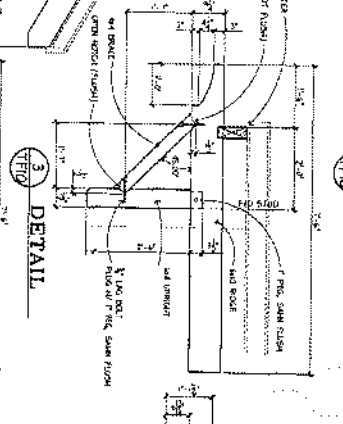
**BARGE RFTTR @ GREAT ROOM**  
SCALE: 1/4" = 1'-0"



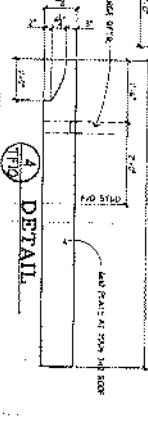
**BARGE RFTTR @ MAIN ROOF**  
SCALE: 1/4" = 1'-0"



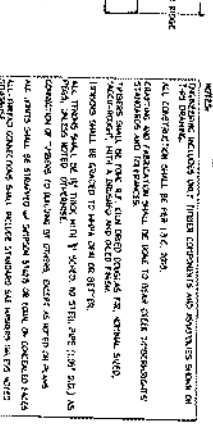
**DETAIL 1**



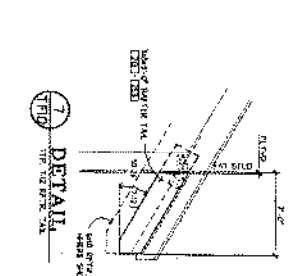
**DETAIL 2**



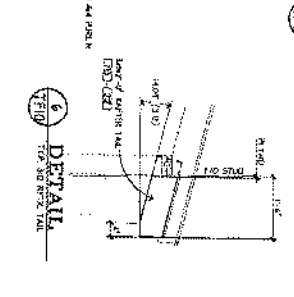
**DETAIL 3**



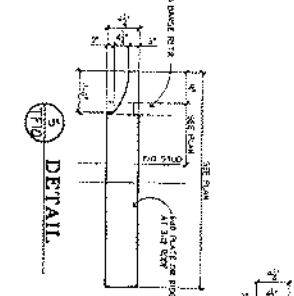
**DETAIL 4**



**DETAIL 5**



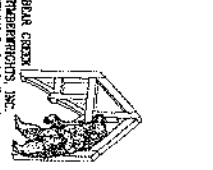
**DETAIL 6**



**DETAIL 7**

**NOTES:**

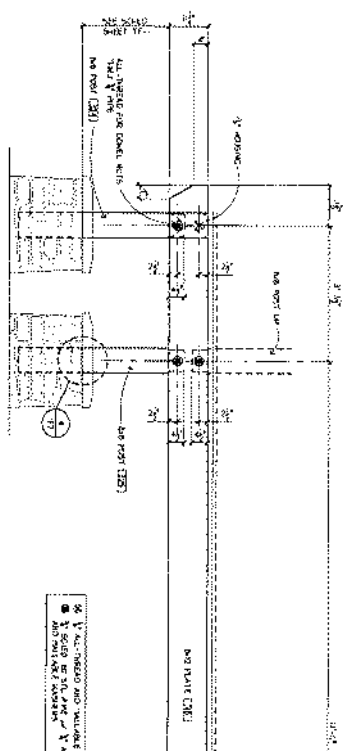
1. FINISHING INCLUDING GUT, FLASH COMPONENTS AND ROOFING SHALL BE IN ACCORDANCE WITH THE ARCHITECT'S SPECIFICATIONS.
2. ALL CONNECTIONS SHALL BE MADE TO BEAR ON THE STRUCTURAL MEMBERS.
3. CLADDING AND INSULATION SHALL BE MADE TO BEAR ON THE STRUCTURAL MEMBERS.
4. ROOFING SHALL BE MADE TO BEAR ON THE STRUCTURAL MEMBERS.
5. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE ARCHITECT'S SPECIFICATIONS.
6. ALL JOINTS SHALL BE STENOURED OR STENOURED WITH STENOURED JOINTS.
7. ALL JOINTS SHALL BE STENOURED OR STENOURED WITH STENOURED JOINTS.



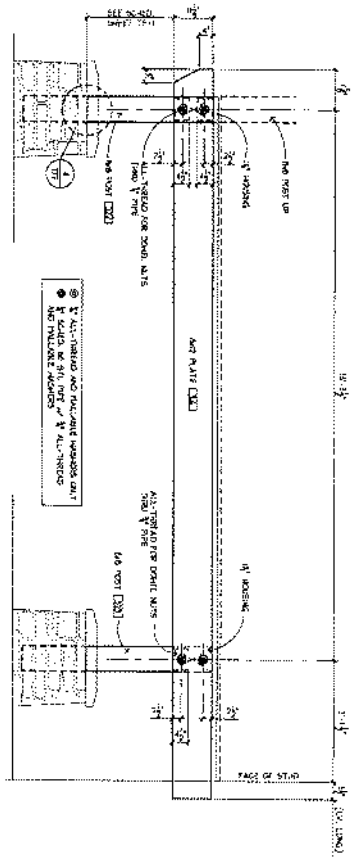
**BLACKROCK COTTAGE PLAN 1-A**  
CORNER OF ALBERS  
IDAH0

**PPF-10**

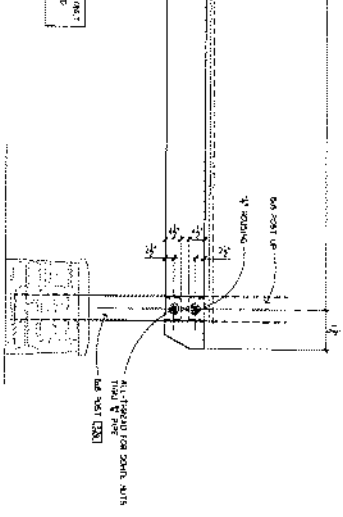
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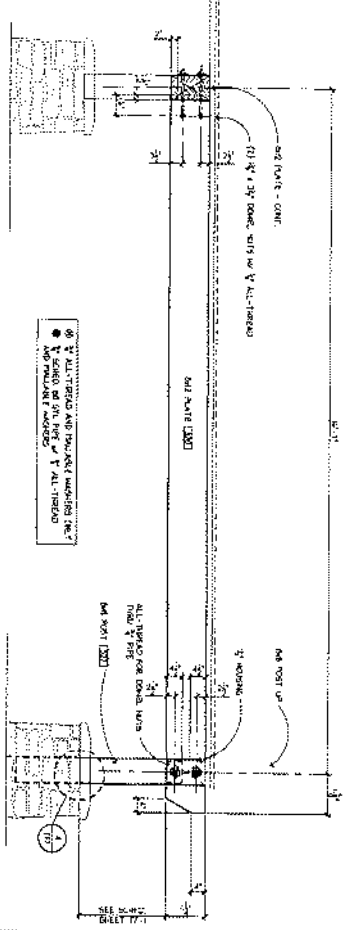
**Q PLATE @ DECK**  
SCALE: 1/4" = 1'-0"



**R PLATE @ DECK**  
SCALE: 1/4" = 1'-0"



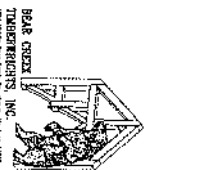
**S PLATE @ DECK**  
SCALE: 1/4" = 1'-0"



**T PLATE @ DECK**  
SCALE: 1/4" = 1'-0"

**NOTES:**

- CONCRETE INCLUDES ONE YEAR GUARANTEE AND MATERIALS SHOWN.
- ALL CONSTRUCTION SHALL BE PER A.C.I. 308.
- DO NOT USE REINFORCING BARS IN ONE TO BRIDGE DECK THRESHOLDING AND OVERLAP.
- TERRAZO SHALL BE PER A.C.I. 308 (2) FOR ALL THRESHOLDING AND OVERLAP, WITH A DELTA AND DELTA PLUS.
- THRESHOLD SHALL BE GRADUALLY TO MATCH PER A.C.I. 308.
- DO NOT USE 1/2" DIA. WITH 1/2" DIA. FOR ALL-TERRAZO.
- CONNECTION OF TRAILS TO BRIDGE OR OTHER, REFER AS NOTED ON PLAN.
- ALL JOINTS SHALL BE STRENGTHENED WITH STEEL OR CONCRETE FILL.
- ALL FIELD CONNECTIONS SHALL BE STRENGTHENED WITH STEEL OR CONCRETE FILL.



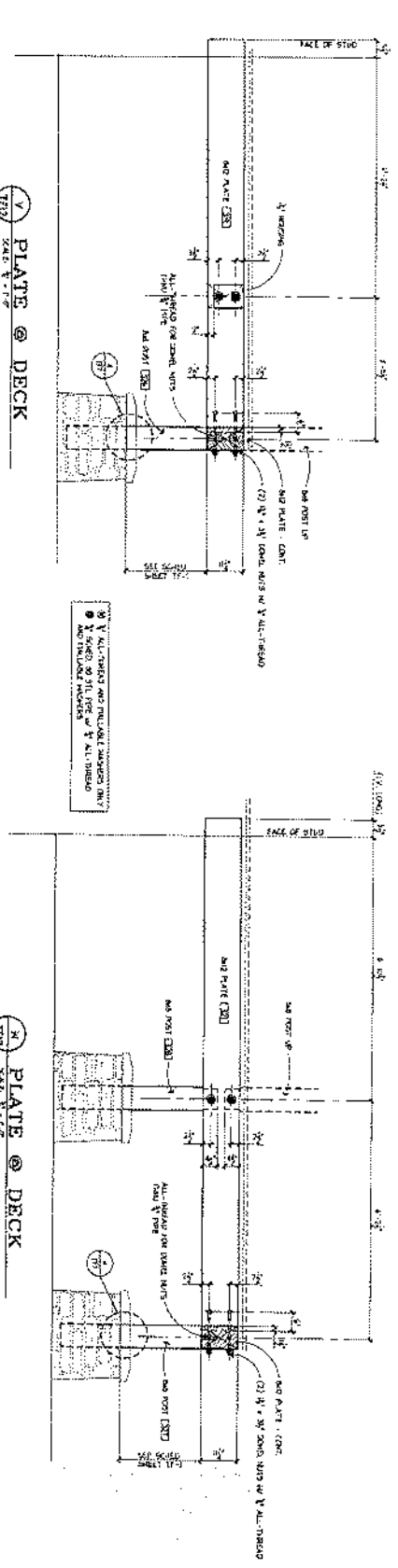
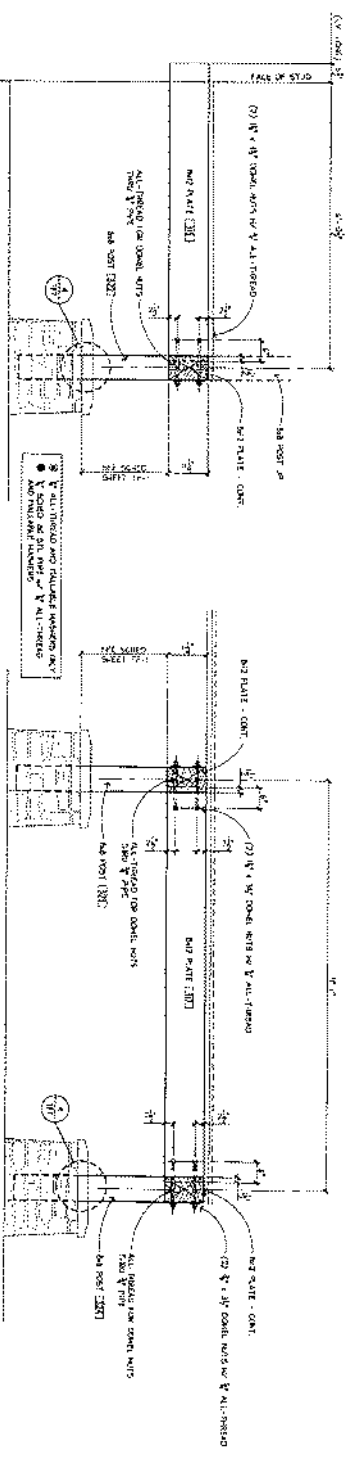
**BLACK ROCK COTTAGE PLAN 1-A**  
CORRIP C ALBANE  
IDALDO

**THRESHOLDING DETAILS**

**DATE:** 11-28-20  
**SCALE:** 1/4" = 1'-0"

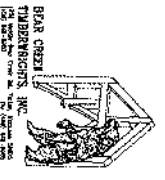
**TP-11**

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**NOTES:**

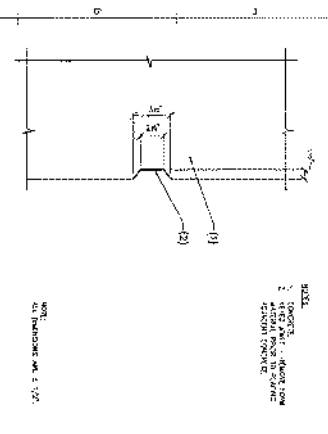
1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
2. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL DESIGN SPECIFICATIONS FOR TIMBER CONSTRUCTION.
3. ALL BOLDS SHALL BE 1/2" DIA. UNLESS OTHERWISE SPECIFIED.
4. ALL BOLDS SHALL BE 1/2" DIA. UNLESS OTHERWISE SPECIFIED.
5. ALL BOLDS SHALL BE 1/2" DIA. UNLESS OTHERWISE SPECIFIED.
6. ALL BOLDS SHALL BE 1/2" DIA. UNLESS OTHERWISE SPECIFIED.
7. ALL BOLDS SHALL BE 1/2" DIA. UNLESS OTHERWISE SPECIFIED.
8. ALL BOLDS SHALL BE 1/2" DIA. UNLESS OTHERWISE SPECIFIED.
9. ALL BOLDS SHALL BE 1/2" DIA. UNLESS OTHERWISE SPECIFIED.
10. ALL BOLDS SHALL BE 1/2" DIA. UNLESS OTHERWISE SPECIFIED.



**BLACKROCK COTTAGE PLAN 1-A**  
CORNER D'ALENE  
IDAHO

**TF-12**



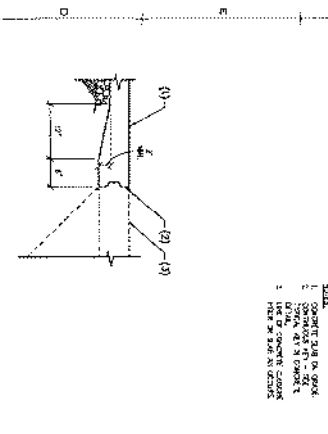


**08** TYPICAL 45° W. CONCRETE  
NO SCALE

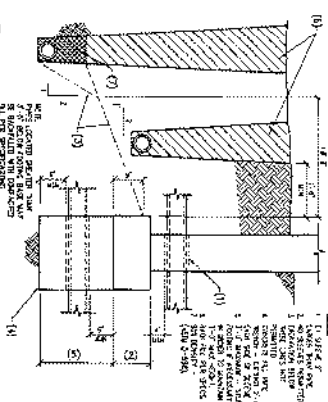
45° TYPICAL 45° W. CONCRETE

| BAR | CLASS | LENGTH | NUMBER | TOTAL LENGTH | WEIGHT |
|-----|-------|--------|--------|--------------|--------|
| A   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| B   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| C   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| D   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| E   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| F   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| G   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| H   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| I   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| J   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| K   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| L   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| M   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| N   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| O   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| P   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| Q   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| R   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| S   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| T   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| U   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| V   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| W   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| X   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| Y   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| Z   | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AA  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AB  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AC  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AD  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AE  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AF  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AG  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AH  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AI  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AJ  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AK  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AL  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AM  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AN  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AO  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AP  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AQ  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AR  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AS  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AT  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AU  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AV  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AW  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AX  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AY  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| AZ  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BA  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BB  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BC  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BD  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BE  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BF  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BG  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BH  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BI  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BJ  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BK  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BL  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BM  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BN  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BO  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BP  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BQ  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BR  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BS  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BT  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BU  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BV  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BW  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BX  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BY  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| BZ  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CA  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CB  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CC  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CD  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CE  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CF  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CG  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CH  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CI  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CJ  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CK  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CL  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CM  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CN  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CO  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CP  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CQ  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CR  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CS  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CT  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CU  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CV  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CW  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CV  | 4     | 12.00  | 1      | 12.00        | 1.15   |
| CA  | 4     | 12.00  | 1      | 12.00        | 1.15   |

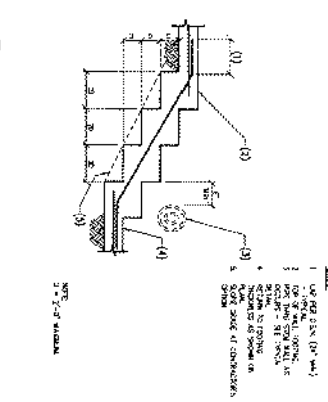
**03** 45° CONCRETE FOR REINFORCING BARS  
NO SCALE



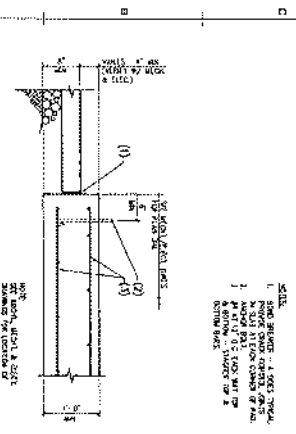
**09** TYPICAL REINFORCING BAR AT CONCRETE EDGE  
NO SCALE



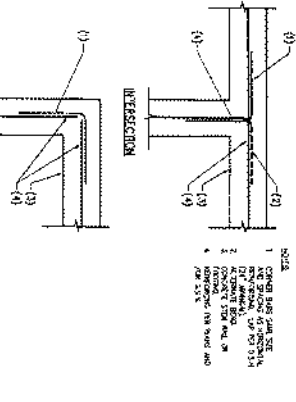
**06** TYPICAL REINFORCING BAR AND MESH  
NO SCALE



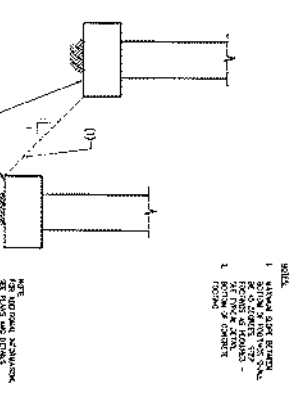
**04** TYPICAL MESH IN CONCRETE FORMING  
NO SCALE



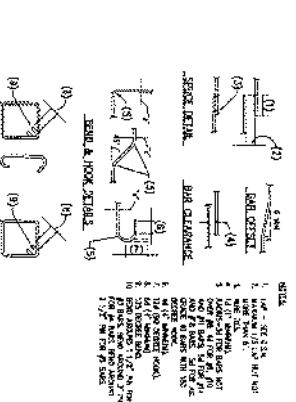
**10** TYPICAL REINFORCED CONCRETE FORMING AND WALL  
NO SCALE



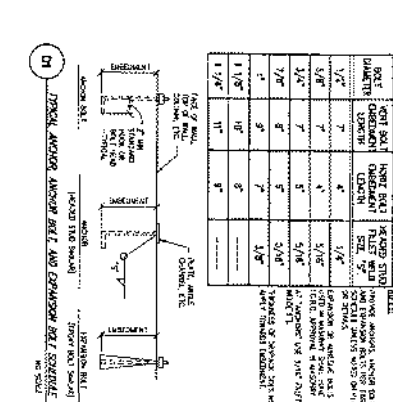
**07** WALL - CONCRETE REINFORCING IN CONCRETE FORMING AND/OR EDGE WALL  
NO SCALE



**05** MAXIMUM SLOPE BETWEEN ADJACENT FORMING  
NO SCALE



**02** TYPICAL CONCRETE REINFORCING BAR DETAILS  
NO SCALE



**01** TYPICAL ANCHOR ANCHOR BOLT AND EXPANSION BOLT  
NO SCALE

**NOTE:**  
DETAILS ON THIS SHEET ARE TYPICAL TO THE PROJECT AND ARE NOT NECESSARILY CUT OR CALLED OUT IN THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE DETAILS AS REQUIRED, AND TO CORRECT/REPLACE THESE WITH CONDITIONS DETAIL THROUGHOUT THE CONTRACT DOCUMENTS.

**COTTAGE 1 FLR**  
CONTRACT NO. 2008-001  
DATE: 08/20/08  
SCALE: AS SHOWN  
DRAWN BY: JLD  
CHECKED BY: JLD  
APPROVED BY: JLD

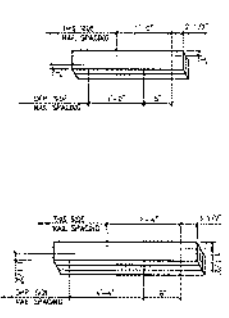
**BLACK ROCK DEVELOPMENT, INC.**  
P.O. Box 3070  
912 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2009 FAX: 208-416-6327  
WWW.BLACKROCKIDAHO.COM



**Site/Project/Location:**  
COTTAGE 1 FLR  
CONTRACT NO. 2008-001  
DATE: 08/20/08  
SCALE: AS SHOWN  
DRAWN BY: JLD  
CHECKED BY: JLD  
APPROVED BY: JLD

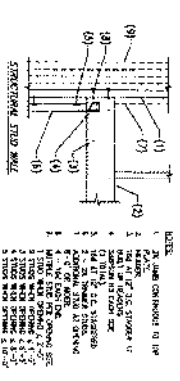


**REINFORCED CONCRETE  
WALL SECTION**

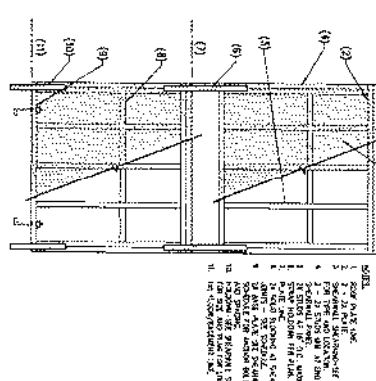


**17. REINFORCED CONCRETE WALL SECTION**  
NO SCALE

| NO. | DESCRIPTION                       | AMOUNT | UNIT  |
|-----|-----------------------------------|--------|-------|
| 1   | REINFORCED CONCRETE WALL          | 10.00  | CU YD |
| 2   | REINFORCED CONCRETE SLAB          | 20.00  | CU YD |
| 3   | REINFORCED CONCRETE CURB          | 5.00   | CU YD |
| 4   | REINFORCED CONCRETE FOOTING       | 15.00  | CU YD |
| 5   | REINFORCED CONCRETE CHASE         | 10.00  | CU YD |
| 6   | REINFORCED CONCRETE WINDOW SILL   | 5.00   | CU YD |
| 7   | REINFORCED CONCRETE WINDOW LINTEL | 5.00   | CU YD |



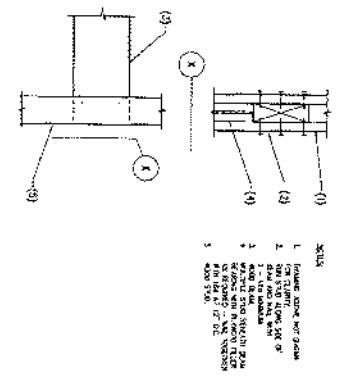
**18. MASONRY PIER WALL SECTION**  
NO SCALE



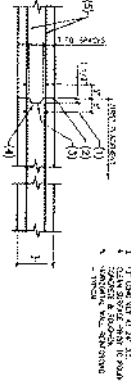
**19. TYPICAL END SHEAR PANEL (OVER LAP JOINT)**  
NO SCALE

| NO. | DESCRIPTION            | AMOUNT | UNIT  |
|-----|------------------------|--------|-------|
| 1   | CONCRETE WALL          | 10.00  | CU YD |
| 2   | CONCRETE SLAB          | 20.00  | CU YD |
| 3   | CONCRETE CURB          | 5.00   | CU YD |
| 4   | CONCRETE FOOTING       | 15.00  | CU YD |
| 5   | CONCRETE CHASE         | 10.00  | CU YD |
| 6   | CONCRETE WINDOW SILL   | 5.00   | CU YD |
| 7   | CONCRETE WINDOW LINTEL | 5.00   | CU YD |
| 8   | CONCRETE CHASE         | 10.00  | CU YD |
| 9   | CONCRETE WINDOW SILL   | 5.00   | CU YD |
| 10  | CONCRETE WINDOW LINTEL | 5.00   | CU YD |
| 11  | CONCRETE CHASE         | 10.00  | CU YD |
| 12  | CONCRETE WINDOW SILL   | 5.00   | CU YD |
| 13  | CONCRETE WINDOW LINTEL | 5.00   | CU YD |

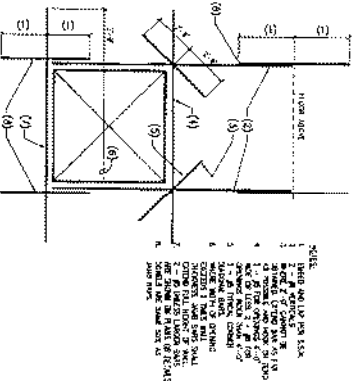
**15. MASONRY SECTION**  
NO SCALE



**16. TYPICAL BEAM SECTION AT STUD WALL**  
NO SCALE

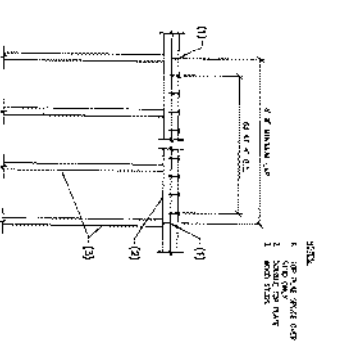


**13. TYPICAL BEAM CONNECTION DETAIL**  
NO SCALE

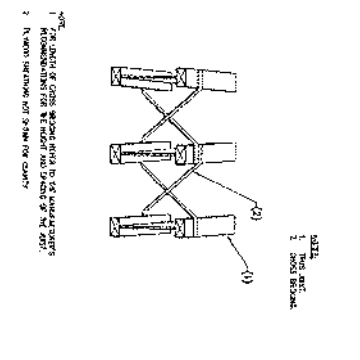


**14. TYPICAL OPENING IN CONCRETE WALL**  
NO SCALE

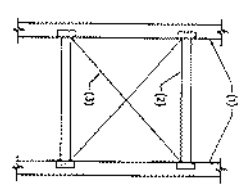
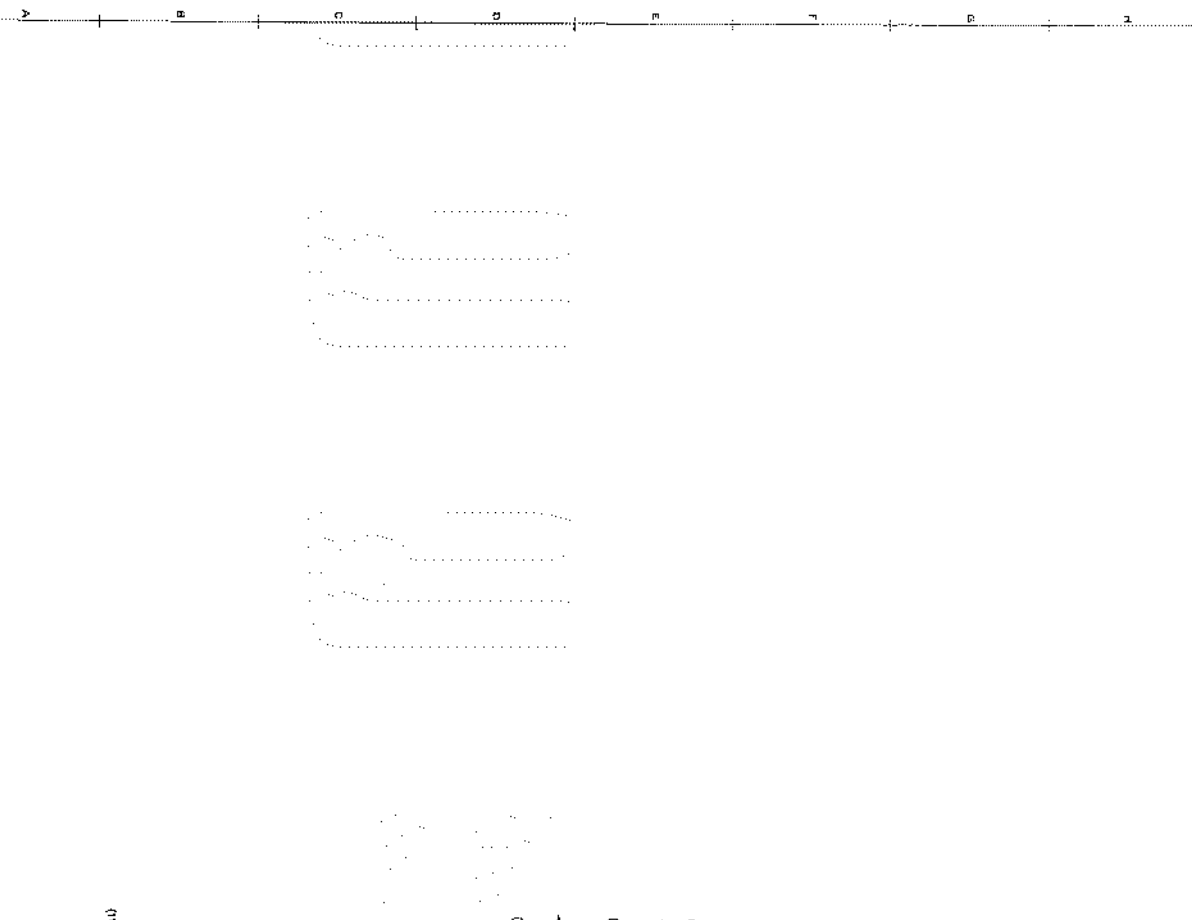
**NOTE:**  
DETAILS ON THIS SHEET ARE TYPICAL TO THE PROJECT AND ARE NOT NECESSARILY CUT OR CALLED OUT ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO APPLY THESE DETAILS AS REQUIRED AND TO CORRECTIVE THESE WITH CONDITIONS DEFINED THROUGHOUT THE CONTRACT DOCUMENTS.



**11. TYPICAL SPLICE OF REBAR**  
NO SCALE

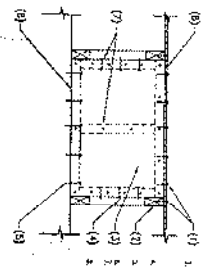


**12. CROSS SECTION AT REBAR JOINT**  
NO SCALE



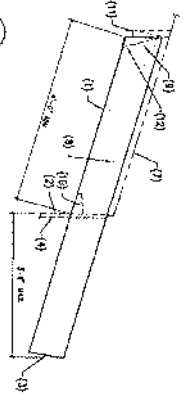
22 TRUSS ROOF DETAIL

NOTE:  
 1. SEE GENERAL NOTES 21, 22, 23 & 24 FOR MORE INFORMATION.  
 2. SEE GENERAL NOTES 1 & 2 FOR MORE INFORMATION.



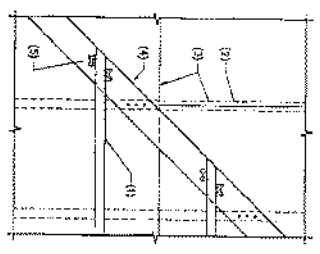
23 TRUSS RAFTERS OVER EXTERIOR WALL

NOTE:  
 1. SEE GENERAL NOTES 21, 22, 23 & 24 FOR MORE INFORMATION.  
 2. SEE GENERAL NOTES 1 & 2 FOR MORE INFORMATION.



24 JOIST OVERLAP AT BEARING WALL

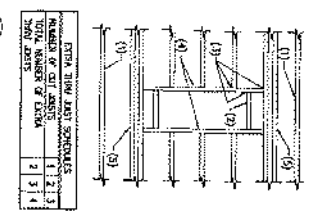
NOTE:  
 1. SEE GENERAL NOTES 21, 22, 23 & 24 FOR MORE INFORMATION.  
 2. SEE GENERAL NOTES 1 & 2 FOR MORE INFORMATION.



20 SLAB - TRUSS WALLS FORMING AT INTERIOR WALL INTERSECTIONS

NOTE:  
 1. SEE GENERAL NOTES 21, 22, 23 & 24 FOR MORE INFORMATION.  
 2. SEE GENERAL NOTES 1 & 2 FOR MORE INFORMATION.

NOTE:  
 DETAILS ON THIS SHEET ARE TYPICAL TO THE PROJECT AND ARE NOT NECESSARILY SET OR CALLED OUT ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE DETAILS AS REQUIRED, AND TO COORDINATE THESE WITH CONDITIONS SET FORTH THROUGHOUT THE CONTRACT DOCUMENTS.



21 PLATE - TRUSS ROOF RAFTERS AT EXTERIOR JOINTS

NOTE:  
 1. SEE GENERAL NOTES 21, 22, 23 & 24 FOR MORE INFORMATION.  
 2. SEE GENERAL NOTES 1 & 2 FOR MORE INFORMATION.

**BLACK ROCK DEVELOPMENT, INC.**  
 1312 BOX 3070  
 912 NORTHWINDY BAY BLVD  
 BOULDER DALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0397  
 WWW.BLACKROCKIDAHOCORP.COM

**51.4**

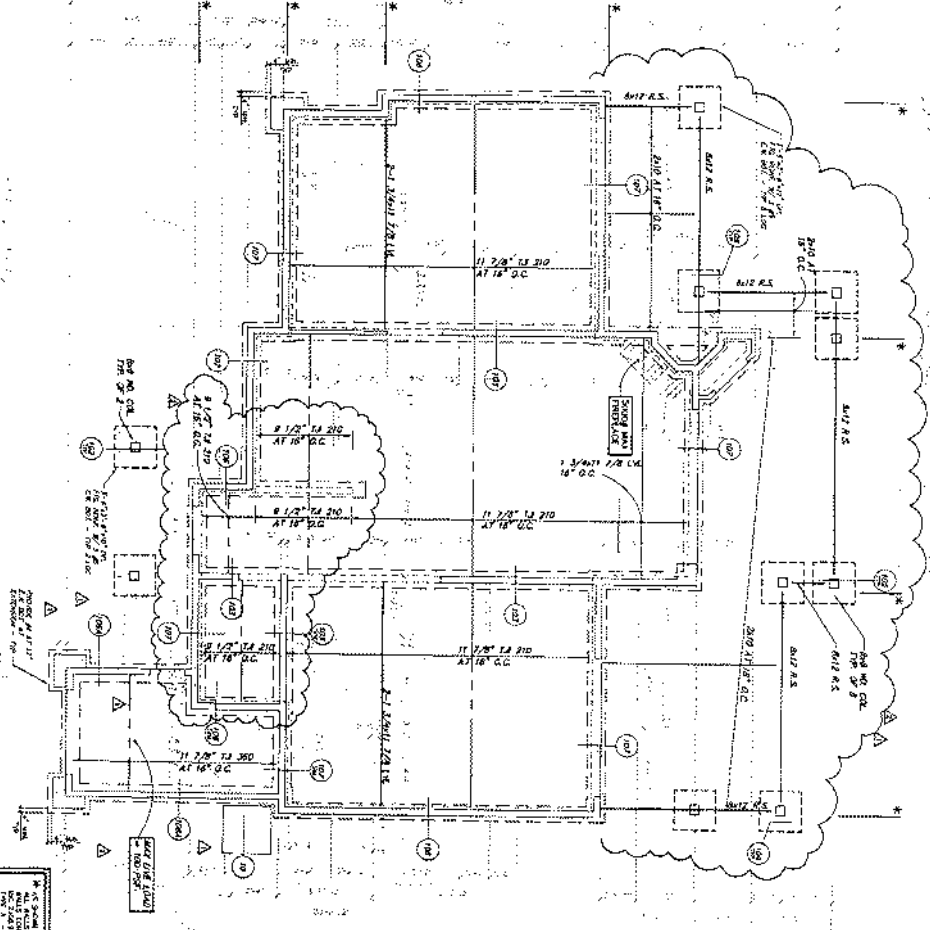


PROVISIONAL CONTRACT

|                        |  |
|------------------------|--|
| Contract No.           | 2024-001                                 |
| Project Name           | Black Rock Development, Inc.             |
| Contract Value         | \$1,000,000.00                           |
| Contract Start Date    | 10/1/2024                                |
| Contract End Date      | 12/31/2024                               |
| Contract Status        | Active                                   |
| Contract Description   | Construction of residential development. |
| Contract Location      | Black Rock, Idaho                        |
| Contract Owner         | Black Rock Development, Inc.             |
| Contract Designer      | Black Rock Development, Inc.             |
| Contract Engineer      | Black Rock Development, Inc.             |
| Contract Architect     | Black Rock Development, Inc.             |
| Contract Contractor    | Black Rock Development, Inc.             |
| Contract Subcontractor | Black Rock Development, Inc.             |
| Contract Supplier      | Black Rock Development, Inc.             |
| Contract Manufacturer  | Black Rock Development, Inc.             |
| Contract Distributor   | Black Rock Development, Inc.             |
| Contract Installer     | Black Rock Development, Inc.             |
| Contract Maintainer    | Black Rock Development, Inc.             |
| Contract Operator      | Black Rock Development, Inc.             |
| Contract User          | Black Rock Development, Inc.             |
| Contract Owner         | Black Rock Development, Inc.             |
| Contract Designer      | Black Rock Development, Inc.             |
| Contract Engineer      | Black Rock Development, Inc.             |
| Contract Architect     | Black Rock Development, Inc.             |
| Contract Contractor    | Black Rock Development, Inc.             |
| Contract Subcontractor | Black Rock Development, Inc.             |
| Contract Supplier      | Black Rock Development, Inc.             |
| Contract Manufacturer  | Black Rock Development, Inc.             |
| Contract Distributor   | Black Rock Development, Inc.             |
| Contract Installer     | Black Rock Development, Inc.             |
| Contract Maintainer    | Black Rock Development, Inc.             |
| Contract Operator      | Black Rock Development, Inc.             |
| Contract User          | Black Rock Development, Inc.             |
| Contract Owner         | Black Rock Development, Inc.             |



**FOUNDATION PLAN**



THIS PLAN IS THE PROPERTY OF BLACK ROCK DEVELOPMENT, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BLACK ROCK DEVELOPMENT, INC.

- FOUNDATION PLAN NOTES:**
1. ALL FOUNDATION WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.
  2. ALL FOUNDATION WALLS SHALL BE REINFORCED WITH #4 BARS @ 16" O.C. MINIMUM.
  3. ALL FOUNDATION WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD.
  4. ALL FOUNDATION WALLS SHALL BE PAINTED WITH INTERIOR PAIN.
  5. ALL FOUNDATION WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD.
  6. ALL FOUNDATION WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD.
  7. ALL FOUNDATION WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD.
  8. ALL FOUNDATION WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD.
  9. ALL FOUNDATION WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD.
  10. ALL FOUNDATION WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD.

**LOCATION OF DEAILS**

| NO. | DESCRIPTION              | SCALE        |
|-----|--------------------------|--------------|
| 1   | FOUNDATION WALL          | 1/4" = 1'-0" |
| 2   | FOUNDATION SLAB          | 1/4" = 1'-0" |
| 3   | FOUNDATION FOOTING       | 1/4" = 1'-0" |
| 4   | FOUNDATION REINFORCEMENT | 1/4" = 1'-0" |
| 5   | FOUNDATION FINISH        | 1/4" = 1'-0" |
| 6   | FOUNDATION PAINT         | 1/4" = 1'-0" |
| 7   | FOUNDATION BOARDING      | 1/4" = 1'-0" |
| 8   | FOUNDATION FINISH        | 1/4" = 1'-0" |
| 9   | FOUNDATION PAINT         | 1/4" = 1'-0" |
| 10  | FOUNDATION BOARDING      | 1/4" = 1'-0" |

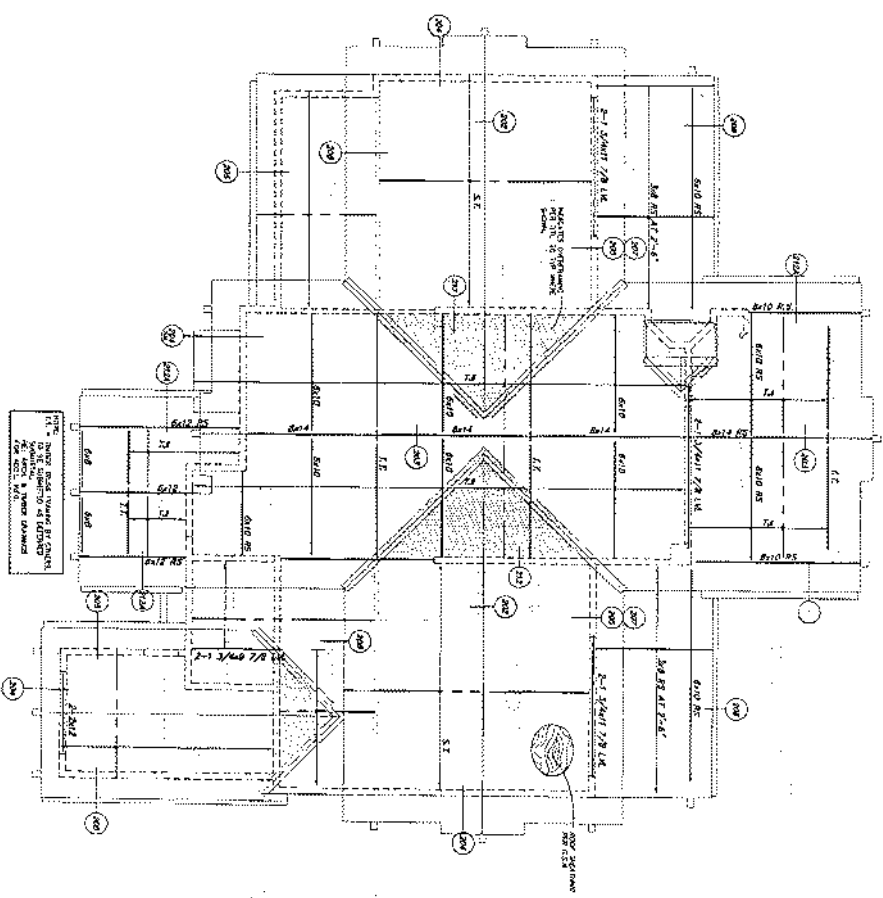
**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. Box 3070  
 312 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2008 FAX: 208-418-0327  
 WWW.BLACKROCKDEVELOPMENT.COM



**CONTRACTOR:** [Name]  
**DATE:** [Date]  
**PROJECT:** [Project Name]  
**ADDRESS:** [Address]  
**CITY:** [City]  
**STATE:** [State]  
**ZIP:** [Zip]

**52.1**

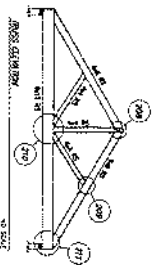
**BLACK ROCK DEVELOPMENT, INC.**  
 312 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2008 FAX: 208-418-0327  
 WWW.BLACKROCKDEVELOPMENT.COM



NOTE: ROOF SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER 1/2" INSULATION. SEE SHEET R-1 FOR DETAILS.

NOTES:  
 1. RAFTERS AND TRUSSES SHALL BE 2x8 OR 2x10 L.P.S.  
 2. RAFTERS AND TRUSSES SHALL BE SPACED @ 24" O.C.  
 3. RAFTERS AND TRUSSES SHALL BE NOTched TO FIT.

**ROOF FRAMING PLAN**



1. RAFTERS AND TRUSSES SHALL BE 2x8 OR 2x10 L.P.S.
2. RAFTERS AND TRUSSES SHALL BE SPACED @ 24" O.C.
3. RAFTERS AND TRUSSES SHALL BE NOTched TO FIT.
4. RAFTERS AND TRUSSES SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER 1/2" INSULATION.
5. RAFTERS AND TRUSSES SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER 1/2" INSULATION.
6. RAFTERS AND TRUSSES SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER 1/2" INSULATION.
7. RAFTERS AND TRUSSES SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER 1/2" INSULATION.
8. RAFTERS AND TRUSSES SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER 1/2" INSULATION.
9. RAFTERS AND TRUSSES SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER 1/2" INSULATION.
10. RAFTERS AND TRUSSES SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER 1/2" INSULATION.

| LOCAL TYPING DETAIL |                         |
|---------------------|-------------------------|
| NO.                 | DESCRIPTION             |
| 1                   | 2x8 RAFTERS @ 24" O.C.  |
| 2                   | 2x10 TRUSSES @ 24" O.C. |
| 3                   | 2x12 RAFTERS @ 24" O.C. |
| 4                   | 2x8 RAFTERS @ 24" O.C.  |
| 5                   | 2x10 TRUSSES @ 24" O.C. |
| 6                   | 2x12 RAFTERS @ 24" O.C. |
| 7                   | 2x8 RAFTERS @ 24" O.C.  |
| 8                   | 2x10 TRUSSES @ 24" O.C. |
| 9                   | 2x12 RAFTERS @ 24" O.C. |
| 10                  | 2x8 RAFTERS @ 24" O.C.  |
| 11                  | 2x10 TRUSSES @ 24" O.C. |
| 12                  | 2x12 RAFTERS @ 24" O.C. |
| 13                  | 2x8 RAFTERS @ 24" O.C.  |
| 14                  | 2x10 TRUSSES @ 24" O.C. |
| 15                  | 2x12 RAFTERS @ 24" O.C. |
| 16                  | 2x8 RAFTERS @ 24" O.C.  |
| 17                  | 2x10 TRUSSES @ 24" O.C. |
| 18                  | 2x12 RAFTERS @ 24" O.C. |
| 19                  | 2x8 RAFTERS @ 24" O.C.  |
| 20                  | 2x10 TRUSSES @ 24" O.C. |
| 21                  | 2x12 RAFTERS @ 24" O.C. |
| 22                  | 2x8 RAFTERS @ 24" O.C.  |
| 23                  | 2x10 TRUSSES @ 24" O.C. |
| 24                  | 2x12 RAFTERS @ 24" O.C. |
| 25                  | 2x8 RAFTERS @ 24" O.C.  |
| 26                  | 2x10 TRUSSES @ 24" O.C. |
| 27                  | 2x12 RAFTERS @ 24" O.C. |
| 28                  | 2x8 RAFTERS @ 24" O.C.  |
| 29                  | 2x10 TRUSSES @ 24" O.C. |
| 30                  | 2x12 RAFTERS @ 24" O.C. |

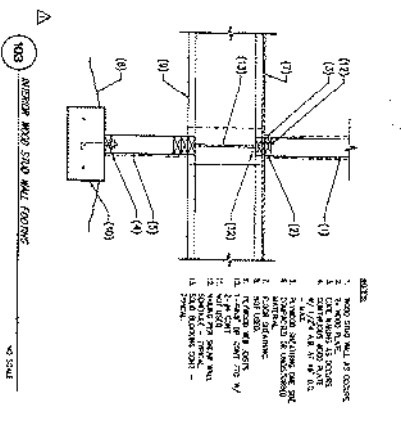
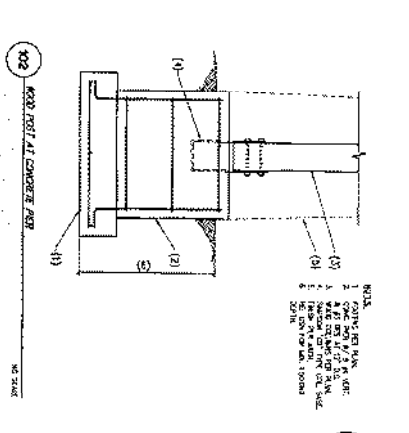
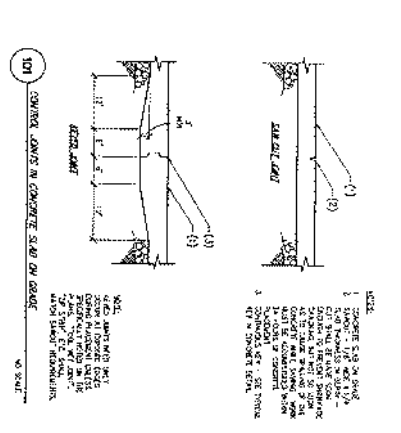
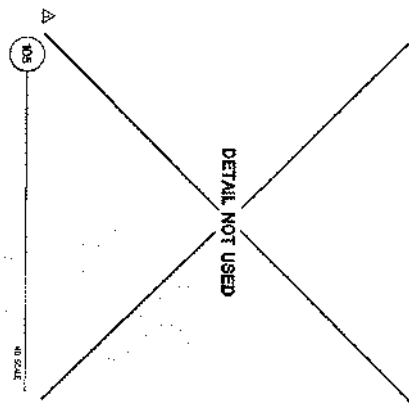
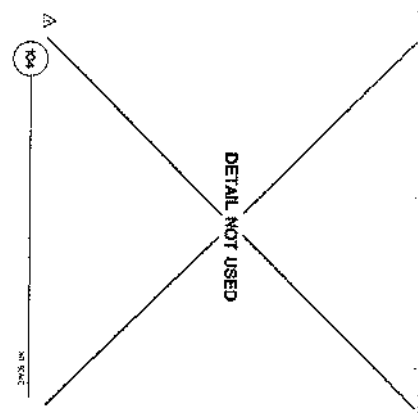
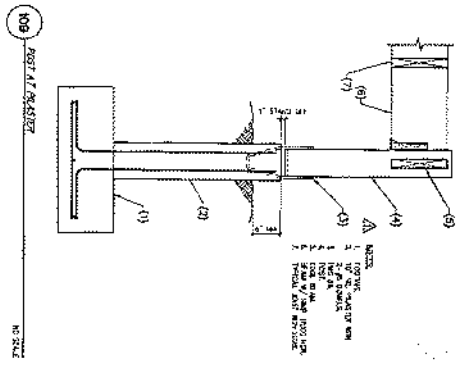
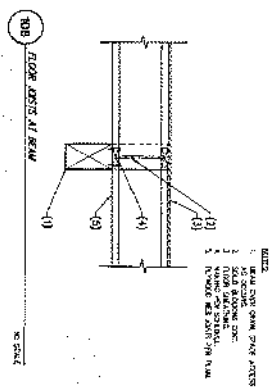
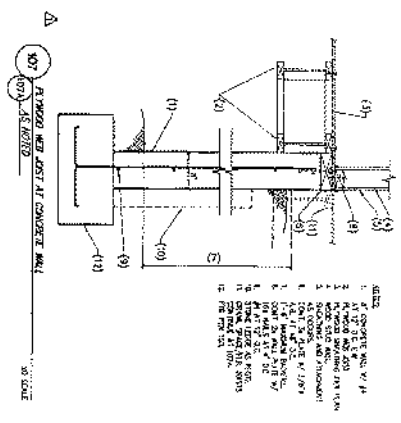
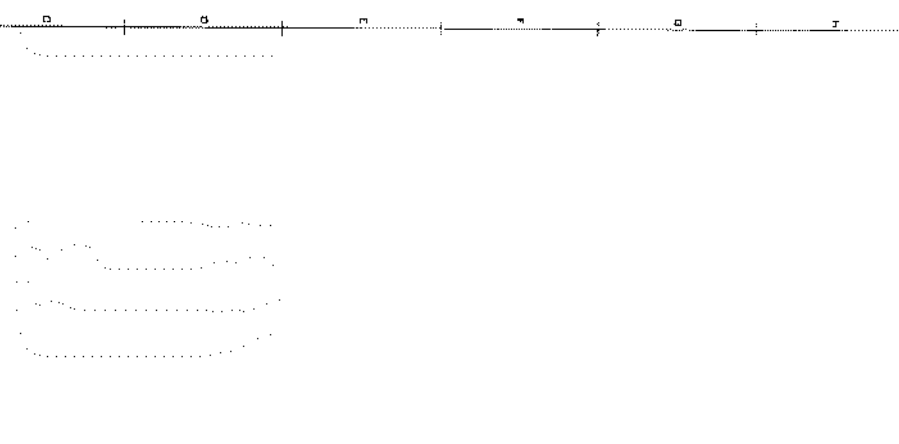
**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 DUBUI D'ALENE, IDAHO 83816  
 PHONE: 208-865-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDAND.COM



**PROFESSIONAL ENGINEER**  
 STATE OF IDAHO  
 LICENSE NO. 12345  
 EXPIRES 12/31/2025  
 PROJECT NO. 2024-001  
 SHEET NO. 1 OF 1



**COITAGE 1 FLR**  
 DATE: 12/31/2025  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN  
 SHEET NO. 1 OF 1



**BLACK ROCK DEVELOPMENT, INC.**  
P.O. BOX 2570  
912 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2005 FAX: 208-416-0527  
WWW.BLACKROCKIDaho.COM

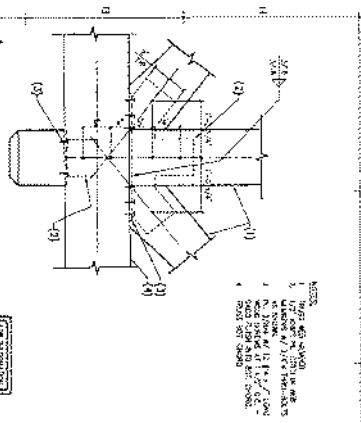


**Professional Engineer**  
LANDSCAPE  
ARCHITECT  
PLANNING  
DESIGN  
CONSTRUCTION  
MANAGEMENT

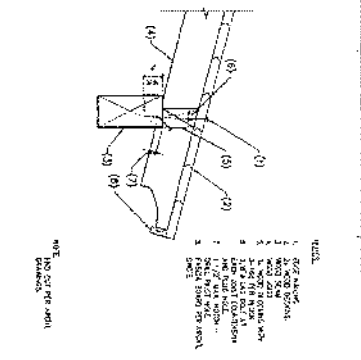
**Professional Engineer**  
LANDSCAPE  
ARCHITECT  
PLANNING  
DESIGN  
CONSTRUCTION  
MANAGEMENT



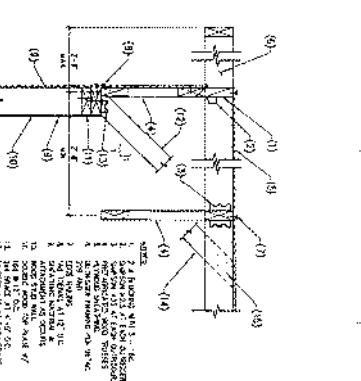
**CONTRACT 1 FLOOR**  
DATE: 10/1/03  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN



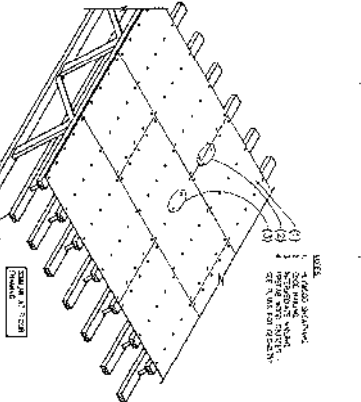
210 TRUSS CONNECTION DETAIL  
1/4" SCALE



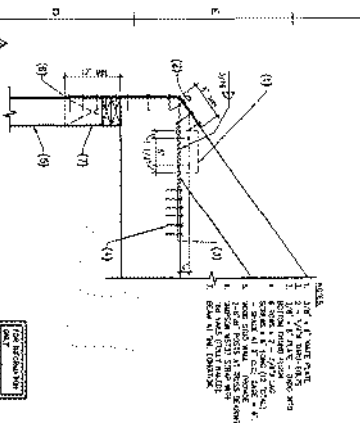
200 WOOD JOIST AT WOOD BEAM  
1/4" SCALE



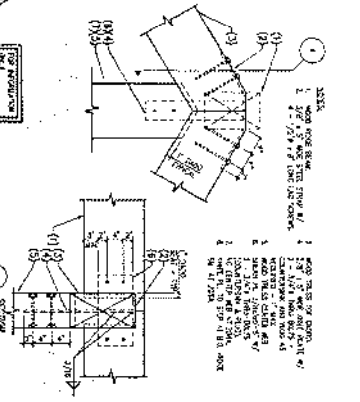
204 WOOD JOIST AT WOOD BRACKET  
1/4" SCALE



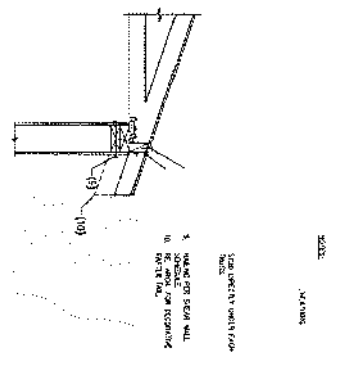
201 TRUSS ROOF AT WOOD WOOD BRUSSES  
1/4" SCALE



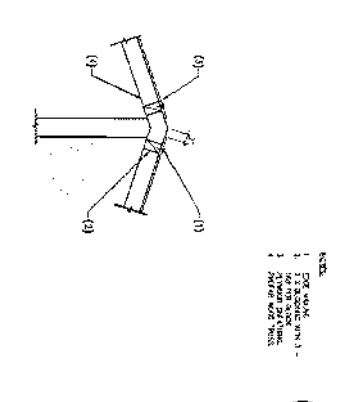
211 BRATTING/TYP. CORNER CONNECTION  
1/4" SCALE



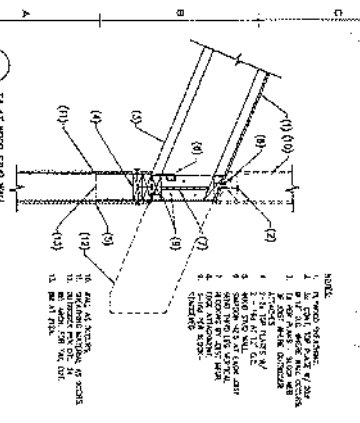
208 WOOD TRUSS AT WOOD CONNECTION  
1/4" SCALE



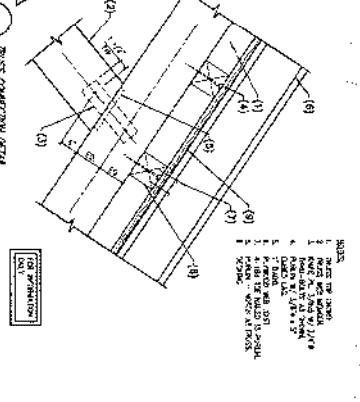
205 WOOD TRUSS AT WOOD STUD WALL  
1/4" SCALE



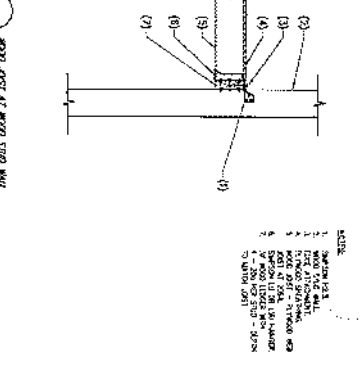
202 W/WOOD SHEATHING AT ROOF JOIST  
1/4" SCALE



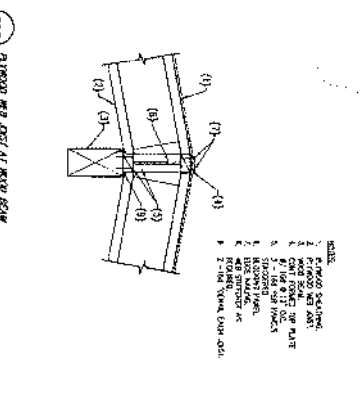
212 2\"/>



209 TRUSS CONNECTION DETAIL  
1/4" SCALE



206 WOOD JOIST AT WOOD STUD WALL  
1/4" SCALE



203 2\"/>

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0227  
 WWW.BLACKROCKIDAHU.COM

**CONTRACT 1 FLOOR**

DATE: 08/18/11  
 DRAWN BY: JG  
 CHECKED BY: JG  
 PROJECT NO: 080115  
 SHEET NO: 15



**APPROVALS:**

DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 08/18/11

**REVISIONS:**

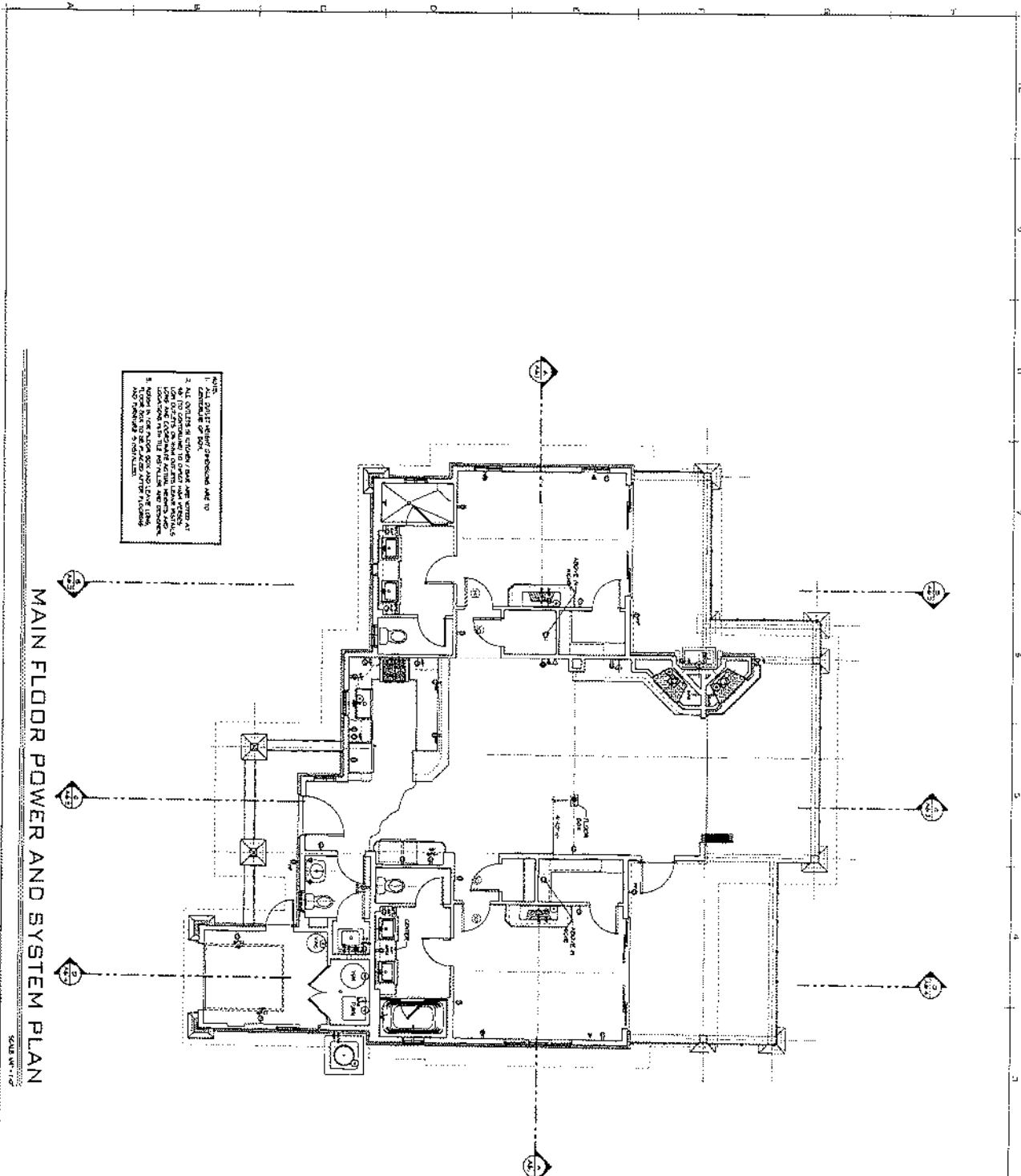
NO. DESCRIPTION DATE

**PROJECT INFORMATION:**

PROJECT NO: 080115  
 SHEET NO: 15  
 CONTRACTOR: [Name]







NOTES:  
 1. ALL SYMBOLS ON THIS SHEET ARE TO BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE.  
 2. ALL OUTLETS ARE TO BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE.  
 3. ALL SWITCHES ARE TO BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE.  
 4. ALL LIGHTING IS TO BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 6. ALL WORK IS TO BE ACCORDING TO THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).  
 7. ALL WORK IS TO BE ACCORDING TO THE NATIONAL WIREMANNING BUREAU (NWB) STANDARDS.  
 8. ALL WORK IS TO BE ACCORDING TO THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).  
 9. ALL WORK IS TO BE ACCORDING TO THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).  
 10. ALL WORK IS TO BE ACCORDING TO THE NATIONAL WIREMANNING BUREAU (NWB) STANDARDS.

MAIN FLOOR POWER AND SYSTEM PLAN

SYMBOL LEGEND

- 1. ALL INFORMATION ON THIS SHEET IS TO BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE.
- 2. ALL SYMBOLS ON THIS SHEET ARE TO BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE.
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- 16. ALL WORK IS TO BE ACCORDING TO THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 17. ALL WORK IS TO BE ACCORDING TO THE NATIONAL WIREMANNING BUREAU (NWB) STANDARDS.
- 18. ALL WORK IS TO BE ACCORDING TO THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 19. ALL WORK IS TO BE ACCORDING TO THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
- 20. ALL WORK IS TO BE ACCORDING TO THE NATIONAL WIREMANNING BUREAU (NWB) STANDARDS.

NOTES

1. ALL INFORMATION ON THIS SHEET IS TO BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE.

**COTTAGE 1 RB**  
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**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3370  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-655-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM



**PROFESSIONAL ENGINEER**  
 1. ALL INFORMATION ON THIS SHEET IS TO BE INSTALLED AS SHOWN UNLESS NOTED OTHERWISE.  
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1 SITE DEVELOPMENT PLAN

A.I.D.

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM



**PROFESSIONAL ENGINEER**  
 JOHN W. BROWN, P.E.  
 LICENSE NO. 11452  
 1988 LICENSE  
 1988 LICENSE  
 1988 LICENSE

**LANDSCAPE**  
 JOHN W. BROWN, P.E.  
 LICENSE NO. 11452  
 1988 LICENSE  
 1988 LICENSE  
 1988 LICENSE

**ARCHITECT**  
 JOHN W. BROWN, P.E.  
 LICENSE NO. 11452  
 1988 LICENSE  
 1988 LICENSE  
 1988 LICENSE

| COTTAGE 2 FLR |                      |
|---------------|----------------------|
| DATE          | 12/15/05             |
| BY            | JWB                  |
| REVISION      |                      |
| NO.           | DESCRIPTION          |
| 1             | ISSUED FOR PERMIT    |
| 2             | REVISED PER COMMENTS |
| 3             | REVISED PER COMMENTS |
| 4             | REVISED PER COMMENTS |
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| 99            | REVISED PER COMMENTS |
| 100           | REVISED PER COMMENTS |



1.1.1  
 DATE: 11/11/03  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: J. L. BROWN  
 APPROVED BY: J. L. BROWN  
 PROJECT: BLACK ROCK COTTAGES  
 SHEET NO. 11 OF 12

**COTTAGES**  
 36 UNITS  
 1.5 ACRES  
 1.5 ACRES

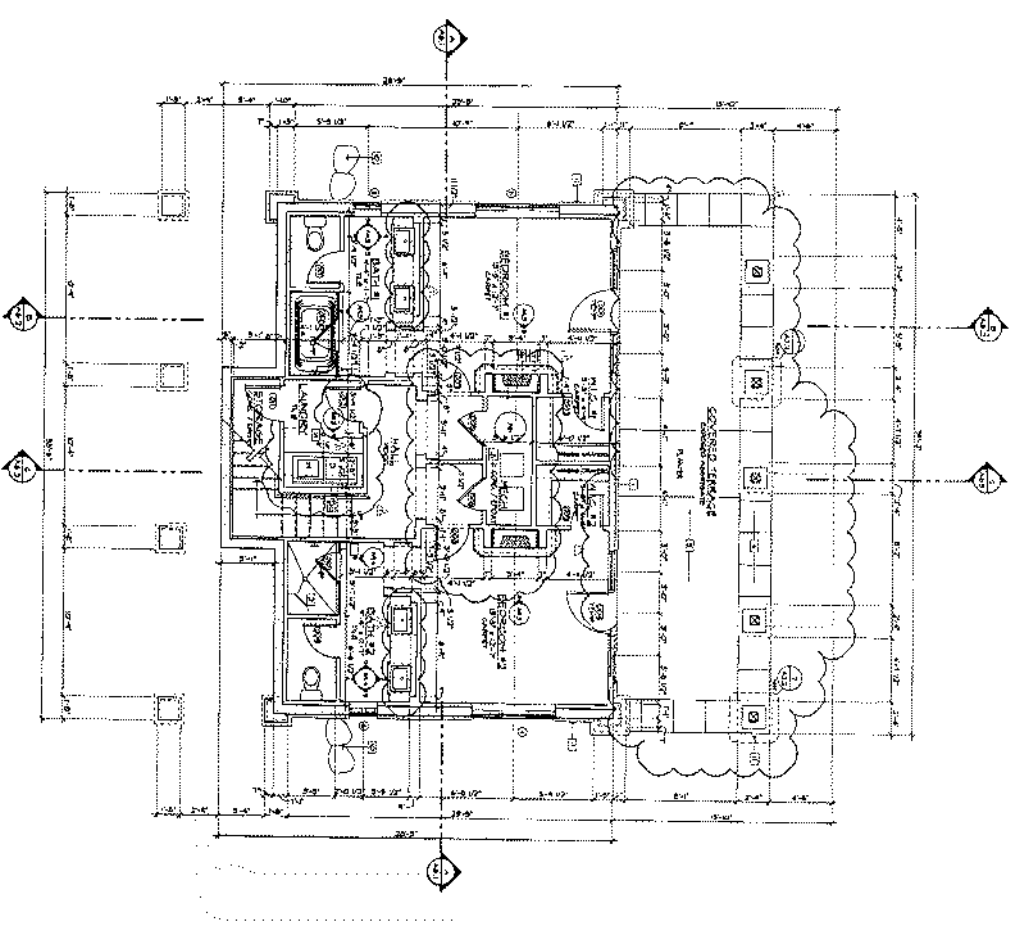
**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.ALACARROKID.COM



**GENERAL NOTES:**  
 1. ALL UTILITIES SHOWN ARE APPROXIMATE.  
 2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
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 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



# LOWER FLOOR PLAN



## GENERAL NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. FINISHES TO BE DETERMINED BY THE ARCHITECT.
3. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
4. ALL OPERATIONS ARE TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

## KEY NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. FINISHES TO BE DETERMINED BY THE ARCHITECT.
3. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
4. ALL OPERATIONS ARE TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

## NOTE: SQ.

| ITEM     | AMOUNT  | UNIT    |
|----------|---------|---------|
| TOTAL    | 102,500 | SQ. FT. |
| NET AREA | 95,000  | SQ. FT. |
| WALLS    | 7,500   | SQ. FT. |
| DOORS    | 4,000   | SQ. FT. |
| WINDOWS  | 4,000   | SQ. FT. |

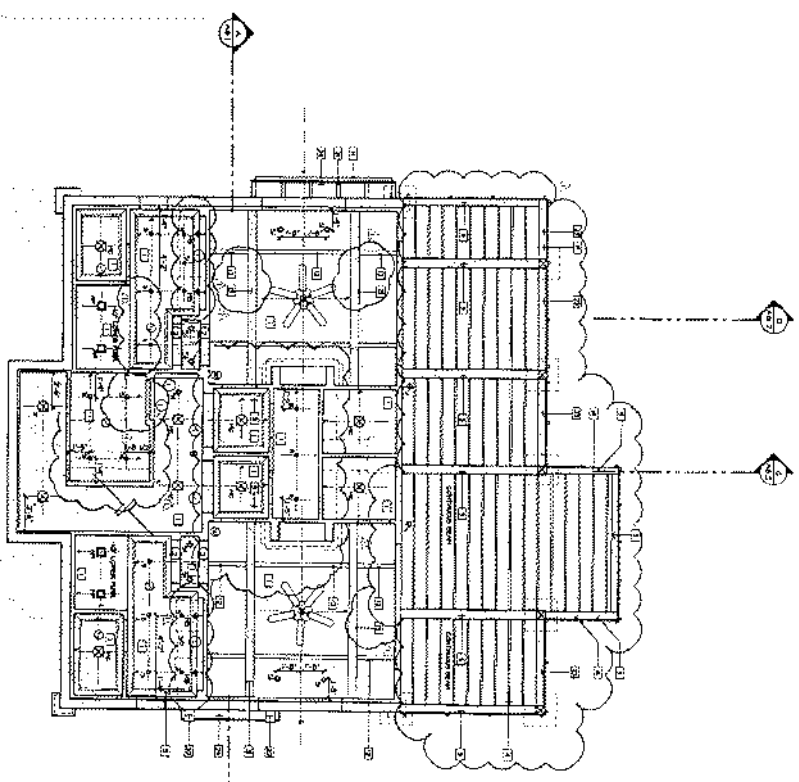


**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 CORNER D'ALENC, IOAH B3B16  
 PHONE: 208-665-2005 FAX: 208-616-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

| CONTRACTOR            | OWNER                        |
|-----------------------|------------------------------|
| ARCHITECT             | BLACK ROCK DEVELOPMENT, INC. |
| ENGINEER              | BLACK ROCK DEVELOPMENT, INC. |
| GENERAL CONTRACTOR    | BLACK ROCK DEVELOPMENT, INC. |
| MECHANICAL CONTRACTOR | BLACK ROCK DEVELOPMENT, INC. |
| ELECTRICAL CONTRACTOR | BLACK ROCK DEVELOPMENT, INC. |
| PLUMBING CONTRACTOR   | BLACK ROCK DEVELOPMENT, INC. |
| PAINT CONTRACTOR      | BLACK ROCK DEVELOPMENT, INC. |
| LANDSCAPE CONTRACTOR  | BLACK ROCK DEVELOPMENT, INC. |
| CONCRETE CONTRACTOR   | BLACK ROCK DEVELOPMENT, INC. |
| ROOFING CONTRACTOR    | BLACK ROCK DEVELOPMENT, INC. |
| GLAZING CONTRACTOR    | BLACK ROCK DEVELOPMENT, INC. |
| SMITH CONTRACTOR      | BLACK ROCK DEVELOPMENT, INC. |
| IRON CONTRACTOR       | BLACK ROCK DEVELOPMENT, INC. |
| STEEL CONTRACTOR      | BLACK ROCK DEVELOPMENT, INC. |
| WELDING CONTRACTOR    | BLACK ROCK DEVELOPMENT, INC. |
| CONCRETE CONTRACTOR   | BLACK ROCK DEVELOPMENT, INC. |
| ROOFING CONTRACTOR    | BLACK ROCK DEVELOPMENT, INC. |
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| SMITH CONTRACTOR      | BLACK ROCK DEVELOPMENT, INC. |
| IRON CONTRACTOR       | BLACK ROCK DEVELOPMENT, INC. |
| STEEL CONTRACTOR      | BLACK ROCK DEVELOPMENT, INC. |
| WELDING CONTRACTOR    | BLACK ROCK DEVELOPMENT, INC. |

**COTTAGE 2 FLR**  
 SHEET NO. 118712  
 DATE: 11/11/11  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 SCALE: AS SHOWN  
 A2.1





**LOWER FLOOR REFLECTED CEILING PLAN**

**GENERAL NOTES**

- 1. CONSULT GENERAL NOTES TO DRAWINGS
- 2. VERIFY ALL DIMENSIONS, DIMENSIONS SHOWN ARE THE MOST FAVORABLE TO THE WORK
- 3. VERIFY ALL DIMENSIONS, DIMENSIONS SHOWN ARE THE MOST FAVORABLE TO THE WORK
- 4. VERIFY ALL DIMENSIONS, DIMENSIONS SHOWN ARE THE MOST FAVORABLE TO THE WORK
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**SYMBOL LEGEND**

- 1. LIGHT FIXTURE
- 2. LIGHT FIXTURE
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**ARCHWAY LEGEND**

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**KEY NOTES**

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- 20. KEY NOTES

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 WWW.BLACKROCKDEVELOPMENT.COM

**CONTRACT 2 FLOOR**

DATE: 11/18/2011  
 DRAWN BY: J. J. JENSEN  
 CHECKED BY: J. J. JENSEN  
 PROJECT NO: 20081123  
 SHEET NO: 1200-0000

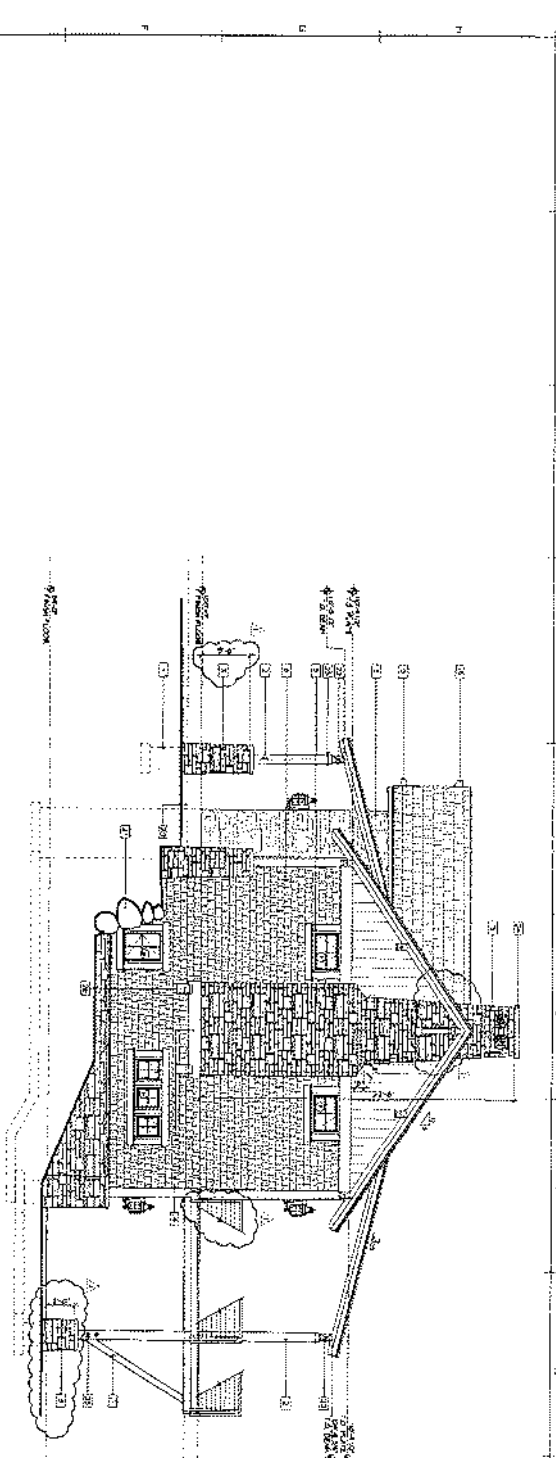


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| PROJECT NO: 20081123<br>SHEET NO: 1200-0000<br>DATE: 11/18/2011<br>DRAWN BY: J. J. JENSEN<br>CHECKED BY: J. J. JENSEN<br>PROJECT NO: 20081123<br>SHEET NO: 1200-0000 | J. J. JENSEN<br>ARCHITECT<br>1111 N. GARDEN AVENUE<br>COEUR D'ALENE, IDAHO 83816<br>PHONE: 208-655-2005<br>FAX: 208-416-0327<br>WWW.BLACKROCKDEVELOPMENT.COM |
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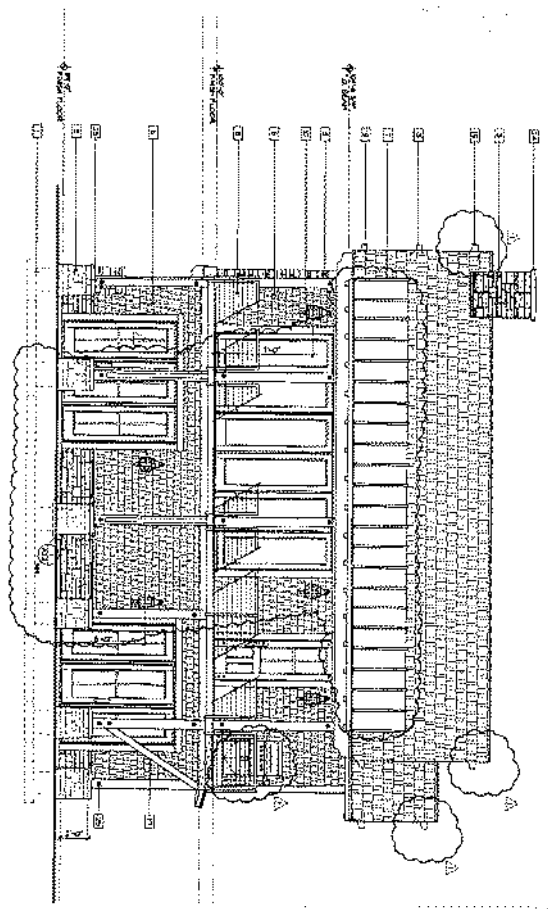








RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



REAR ELEVATION  
SCALE: 1/8" = 1'-0"

**GENERAL NOTES**

1. ALL WORK TO BE ACCORDING TO THE SPECIFICATIONS AND NOTES.
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**KEY NOTES**

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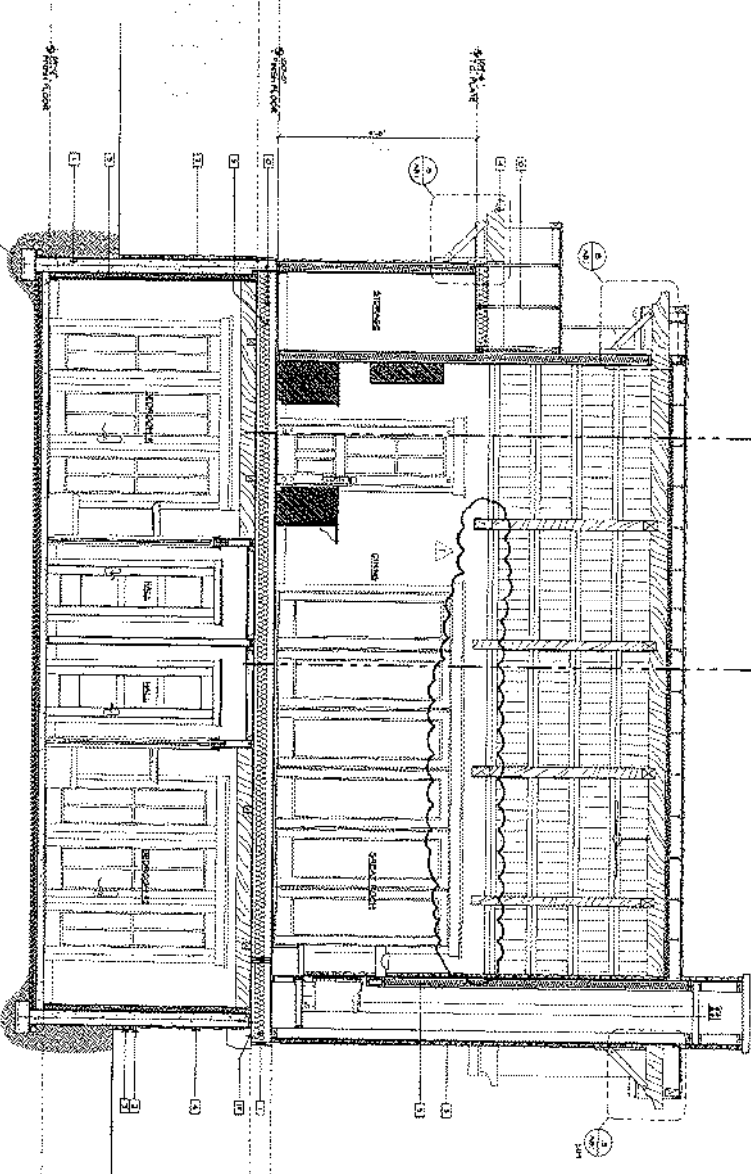
**COTTAGE 2 FIA**  
 DATE: 10/10/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 1/8" = 1'-0"  
 A5.2

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3070  
 912 NORTHWEST 90ULEVARD  
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 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM



| SYMBOL | DESCRIPTION          |
|--------|----------------------|
| 1      | 1/2" x 4" x 8" STUDS |
| 2      | 1/2" x 4" x 8" STUDS |
| 3      | 1/2" x 4" x 8" STUDS |
| 4      | 1/2" x 4" x 8" STUDS |
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| 22     | 1/2" x 4" x 8" STUDS |
| 23     | 1/2" x 4" x 8" STUDS |
| 24     | 1/2" x 4" x 8" STUDS |

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**BUILDING SECTION**

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2006 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2006 INTERNATIONAL BUILDING CODE (IBC).

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

5. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.

- KEY NOTES**
- 1. CONCRETE FLOORING TO BE 4" THICK.
  - 2. 1/2" STEEL STUDS.
  - 3. 2" X 4" WOOD STUDS.
  - 4. 1/2" X 1/2" WOOD STUDS.
  - 5. 1/2" X 1/2" WOOD STUDS.
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100. 1/2" X 1/2" WOOD STUDS.



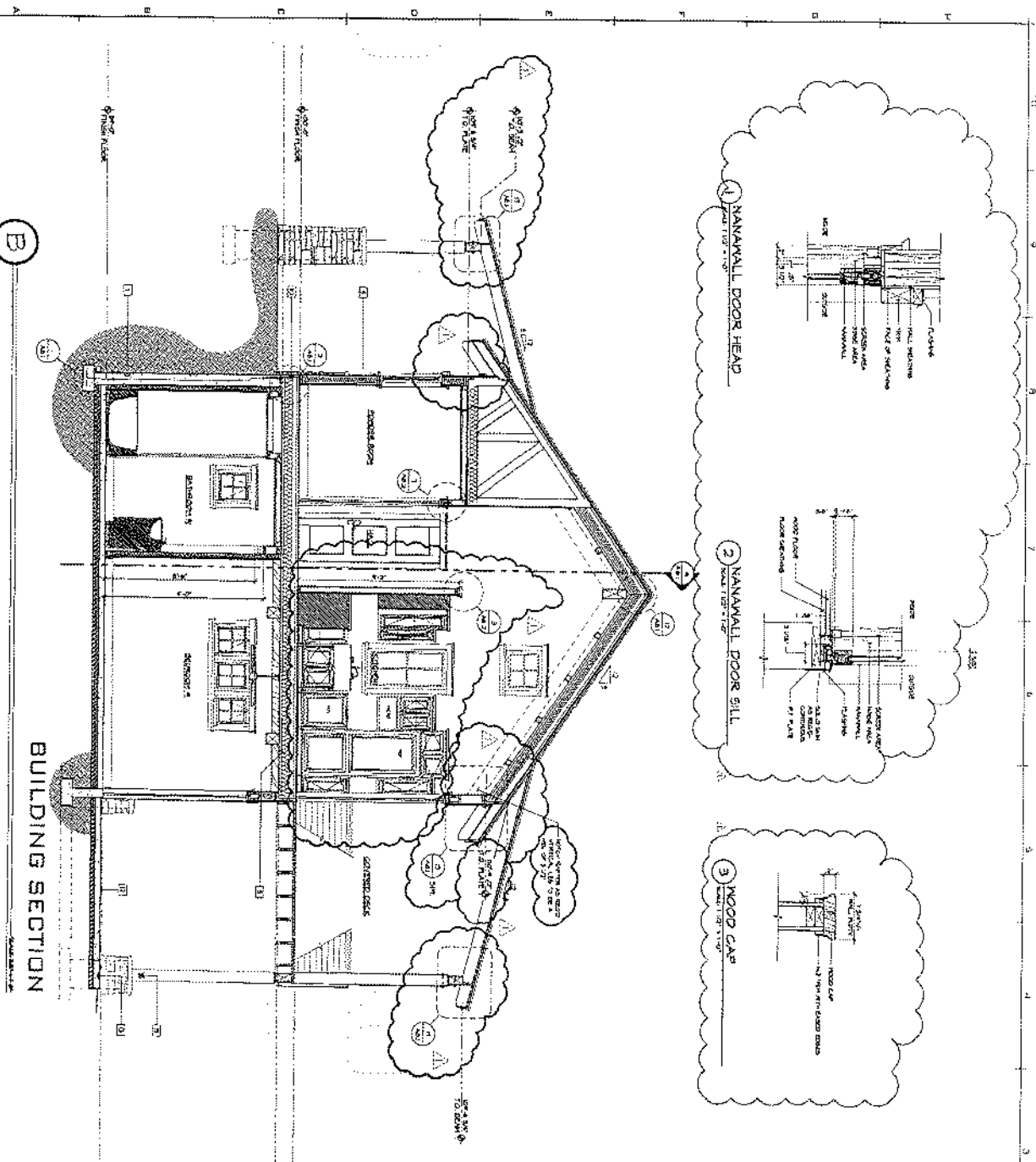
P.O. BOX 2070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

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 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM

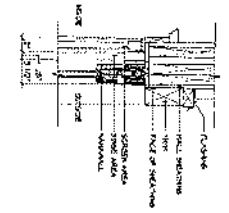
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 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 APPROVED BY: J. B. BROWN

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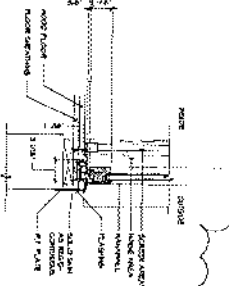


**BUILDING SECTION**

1. HANAWALL DOOR HEAD



2. HANAWALL DOOR SILL



3. WOOD CAP



**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND ALL APPLICABLE LOCAL ORDINANCES.
2. REFER TO SPECIFICATIONS, DRAWINGS FOR NOTES AND CONDITIONS FOR ALL TRADES. CONSULT WITH THE ARCHITECT FOR ANY DISCREPANCIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND ALL APPLICABLE LOCAL ORDINANCES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND ALL APPLICABLE LOCAL ORDINANCES.

**KEY NOTES**

1. REFER TO SPECIFICATIONS FOR ALL TRADES.
2. REFER TO SPECIFICATIONS FOR ALL TRADES.
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**COTTAGE 2 FLR**

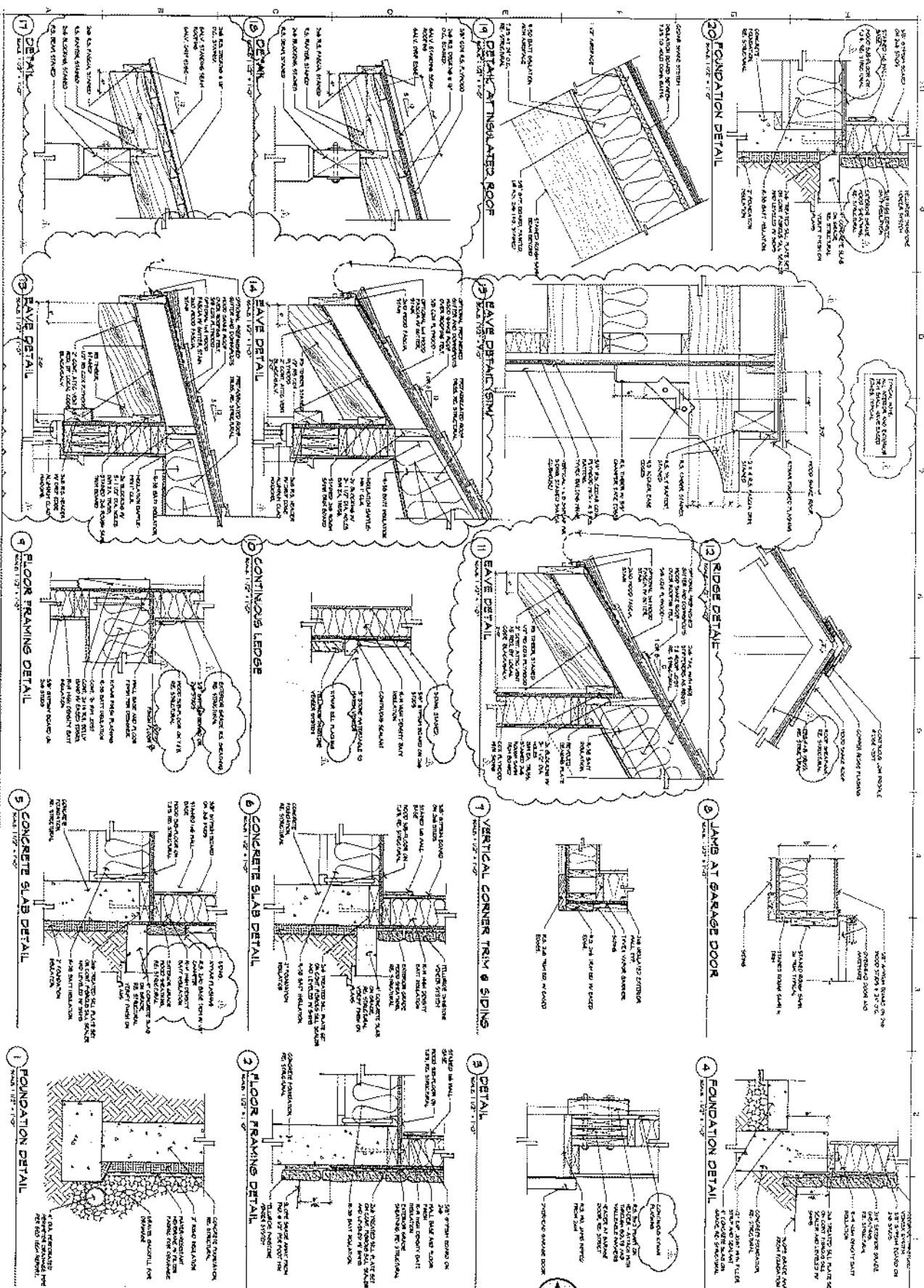
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 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**BLACK ROCK DEVELOPMENT, INC.**  
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4400 West Coeur d'Alene  
 Coeur d'Alene, ID 83816  
 Phone: 208-665-2005  
 Fax: 208-416-0327  
 Email: sales@blackrockdevelopment.com

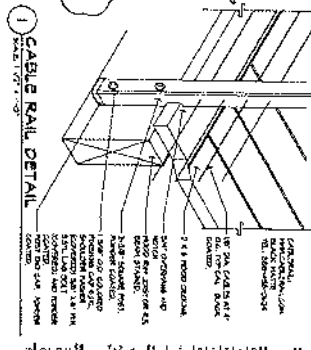
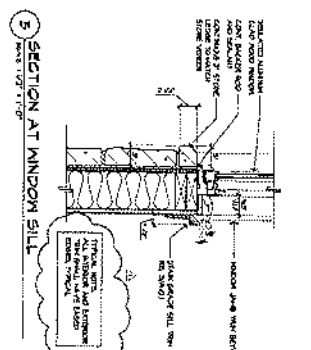
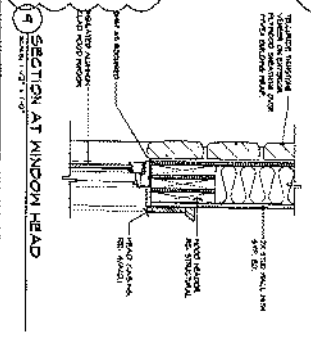
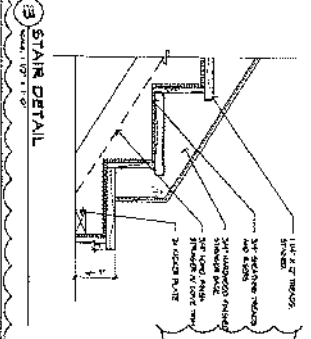
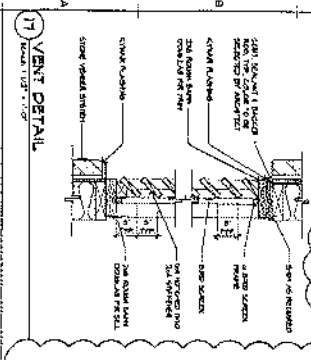
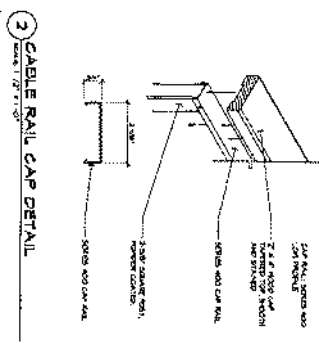
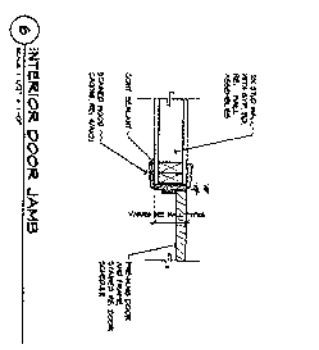
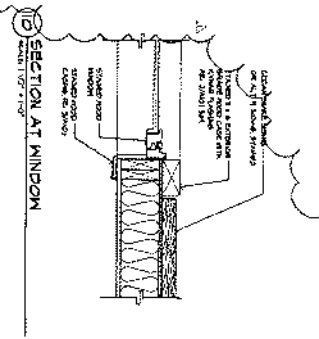
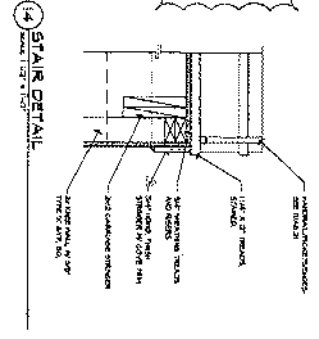
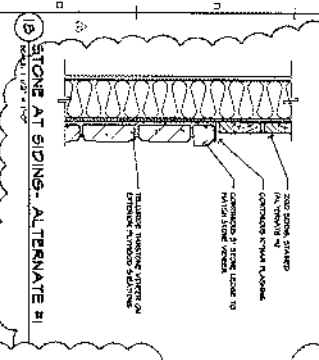
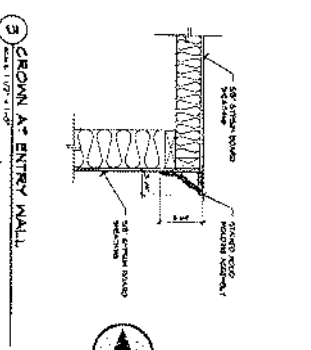
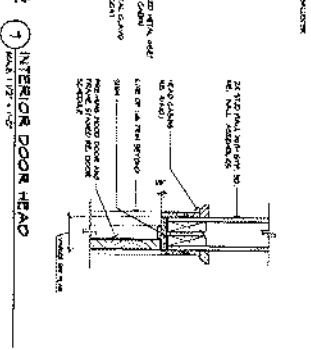
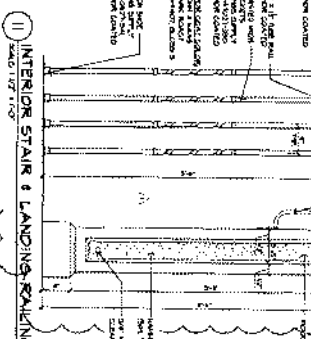
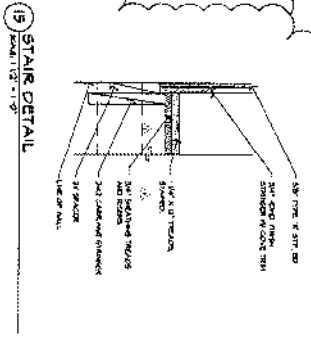
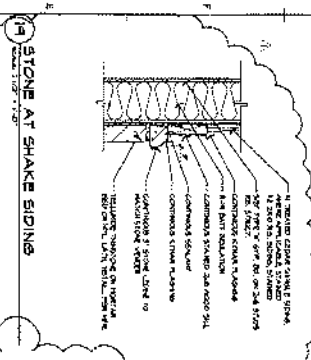
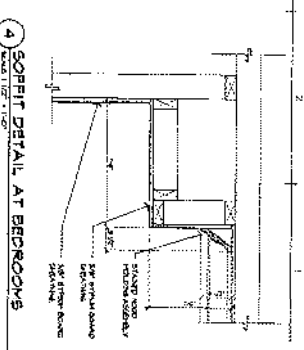
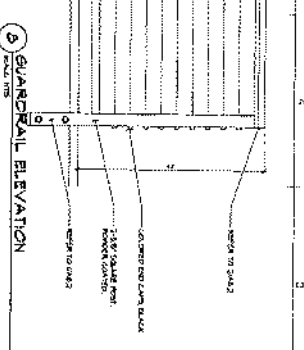
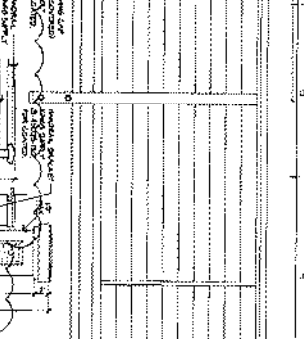
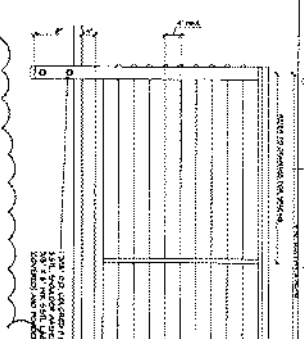
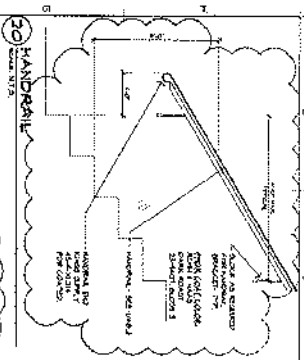




**BLACK ROCK DEVELOPMENT, INC.**  
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 COUL D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-618-0527  
 WWW.BLACKROCKDEVELOPMENT.COM



| Item | Description                   | Quantity | Unit | Notes |
|------|-------------------------------|----------|------|-------|
| 1    | FOUNDATION DETAIL             | 1        | EA   |       |
| 2    | JAMB AT GARAGE DOOR           | 1        | EA   |       |
| 3    | DETAIL                        | 1        | EA   |       |
| 4    | FOUNDATION DETAIL             | 1        | EA   |       |
| 5    | CONCRETE SLAB DETAIL          | 1        | EA   |       |
| 6    | CONCRETE SLAB DETAIL          | 1        | EA   |       |
| 7    | VERTICAL CORNER TRIM & SIDING | 1        | EA   |       |
| 8    | RIDGE DETAIL                  | 1        | EA   |       |
| 9    | FLOOR FRAMING DETAIL          | 1        | EA   |       |
| 10   | CONTINUOUS LEDGE              | 1        | EA   |       |
| 11   | EAVE DETAIL                   | 1        | EA   |       |
| 12   | EAVE DETAIL                   | 1        | EA   |       |
| 13   | RIDGE DETAIL                  | 1        | EA   |       |
| 14   | EAVE DETAIL                   | 1        | EA   |       |
| 15   | EAVE DETAIL                   | 1        | EA   |       |
| 16   | DETAIL                        | 1        | EA   |       |
| 17   | DETAIL                        | 1        | EA   |       |
| 18   | DETAIL                        | 1        | EA   |       |
| 19   | DETAIL                        | 1        | EA   |       |
| 20   | FOUNDATION DETAIL             | 1        | EA   |       |



**17 VENT DETAIL**  
SCALE: 1/2" = 1'-0"

**13 STAIR DETAIL**  
SCALE: 1/2" = 1'-0"

**9 SECTION AT WINDOW HEAD**  
SCALE: 1/2" = 1'-0"

**5 SECTION AT WINDOW SILL**  
SCALE: 1/2" = 1'-0"

**1 CABLE RAIL DETAIL**  
SCALE: 1/2" = 1'-0"

**15 STONE AT SIDING - ALTERNATE #1**  
SCALE: 1/2" = 1'-0"

**14 STAIR DETAIL**  
SCALE: 1/2" = 1'-0"

**12 SECTION AT WINDOW**  
SCALE: 1/2" = 1'-0"

**8 INTERIOR DOOR JAMB**  
SCALE: 1/2" = 1'-0"

**3 CABLE RAIL CAP DETAIL**  
SCALE: 1/2" = 1'-0"

**16 STONE AT SHAKE SIDING**  
SCALE: 1/2" = 1'-0"

**15 STAIR DETAIL**  
SCALE: 1/2" = 1'-0"

**11 INTERIOR STAIR & LANDING RAILING**  
SCALE: 1/2" = 1'-0"

**7 INTERIOR DOOR HEAD**  
SCALE: 1/2" = 1'-0"

**3 CROWN AT ENTRY WALL**  
SCALE: 1/2" = 1'-0"

**20 HANDRAIL**  
SCALE: 1/2" = 1'-0"

**6 GUARDRAIL ELEVATION**  
SCALE: 1/2" = 1'-0"

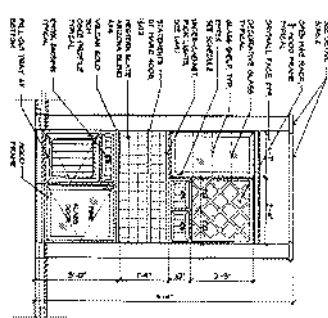
**4 SOFFIT DETAIL AT BEDROOMS**  
SCALE: 1/2" = 1'-0"

**COTTAGE 2 FLR**  
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DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: 1/2" = 1'-0"

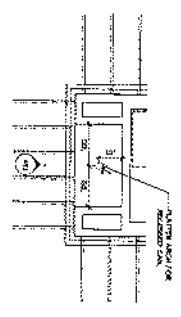
**BLACK ROCK DEVELOPMENT, INC.**  
P.O. BOX 3070  
512 NORTHWEST BOULEVARD  
CECILIA VALLEY, IDAHO 83316  
PHONE: 208-665-2005 FAX: 208-416-0327  
WWW.BLACKROCKDEVELOPMENT.COM



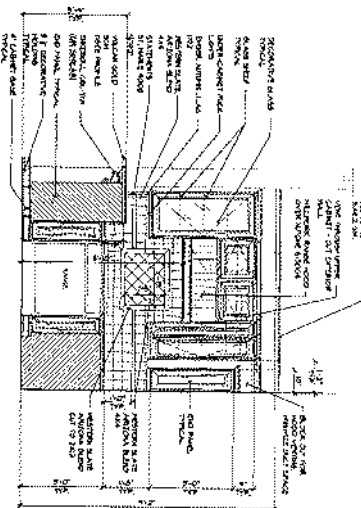
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|-----|------------------------|------------|
| 1   | Issue for Permit       | 12/15/2005 |
| 2   | Issue for Construction | 12/15/2005 |
| 3   | Issue for Final        | 12/15/2005 |



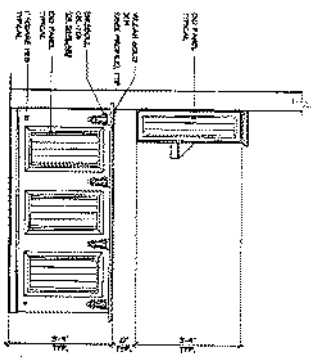
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SCALE 1/2" = 1'-0"



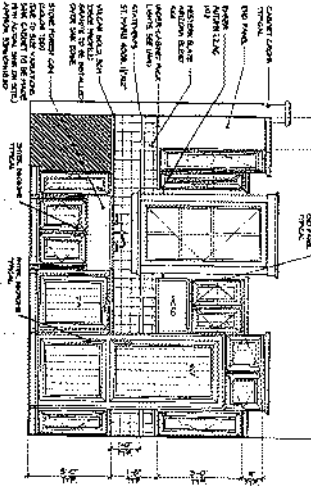
6 NICHES PLAN  
SCALE 1/2" = 1'-0"



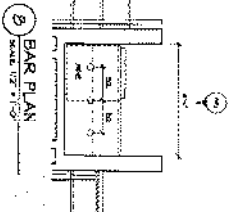
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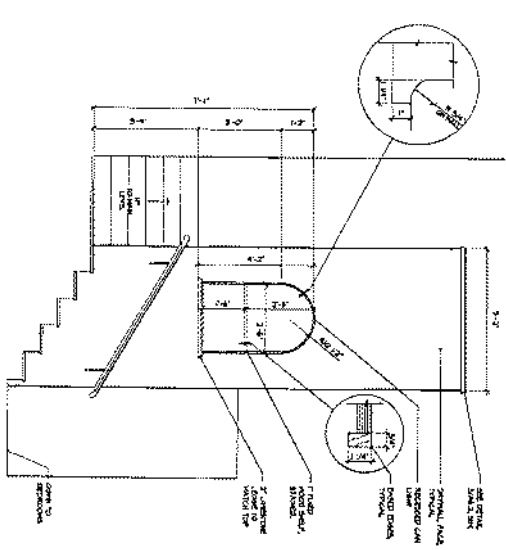
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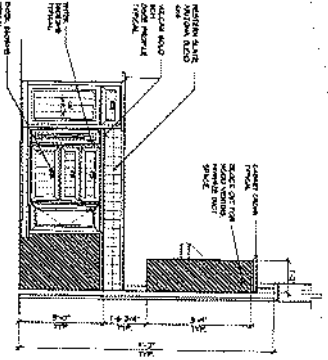
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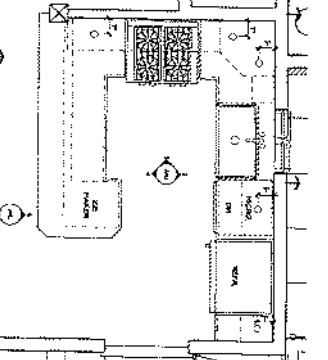
8 BAR PLAN  
SCALE 1/2" = 1'-0"



7 NICHES  
SCALE 1/2" = 1'-0"



4 KITCHEN  
SCALE 1/2" = 1'-0"



1 KITCHEN PLAN  
SCALE 1/2" = 1'-0"

|  |  |
|--|--|
| Mr. Charles, Architect<br>1117 W. 11th Street<br>Anchorage, Alaska 99501<br>Phone: 266-1111<br>Fax: 266-1111 | Mr. Robert, Engineer<br>1117 W. 11th Street<br>Anchorage, Alaska 99501<br>Phone: 266-1111<br>Fax: 266-1111 |
|--|--|

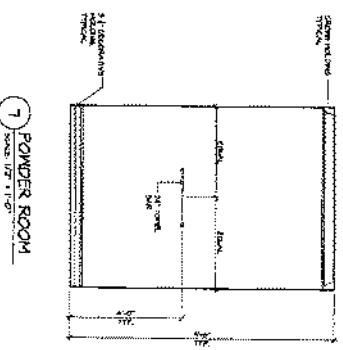


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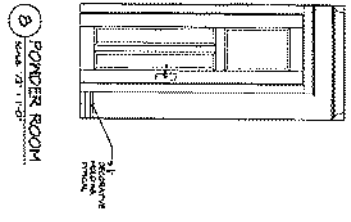
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| <b>PORTAGE 2 FTR</b><br>1117 W. 11th Street<br>Anchorage, Alaska 99501<br>Phone: 266-1111<br>Fax: 266-1111 | Mr. Robert, Engineer<br>1117 W. 11th Street<br>Anchorage, Alaska 99501<br>Phone: 266-1111<br>Fax: 266-1111 |
|--|--|

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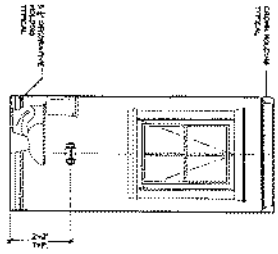
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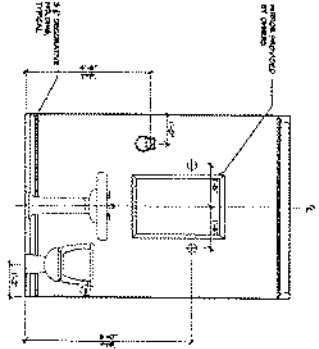
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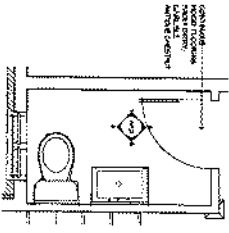
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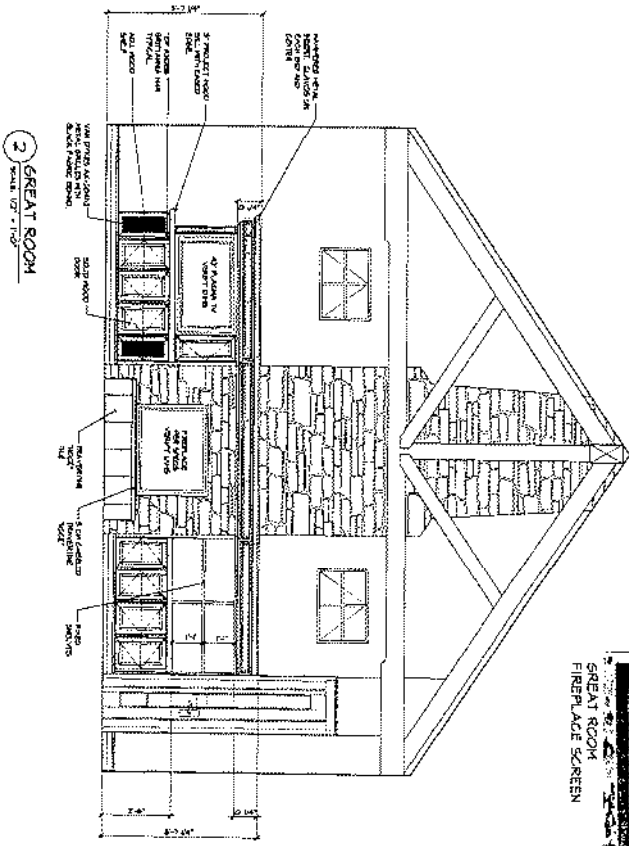
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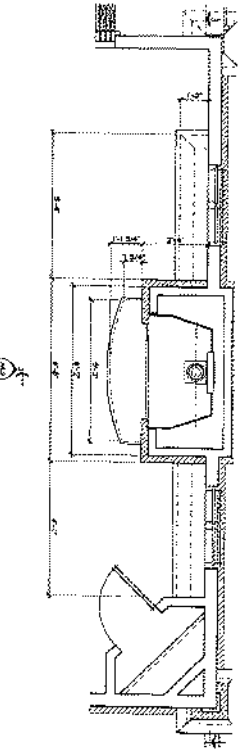
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SCALE 1/2" = 1'-0"



5 POWDER ROOM PLAN  
SCALE 1/2" = 1'-0"



1 GREAT ROOM  
SCALE 1/2" = 1'-0"



2 GREAT ROOM PLAN  
SCALE 1/2" = 1'-0"



ENLARGED DETAIL



GREAT ROOM  
FIREPLACE SCREEN

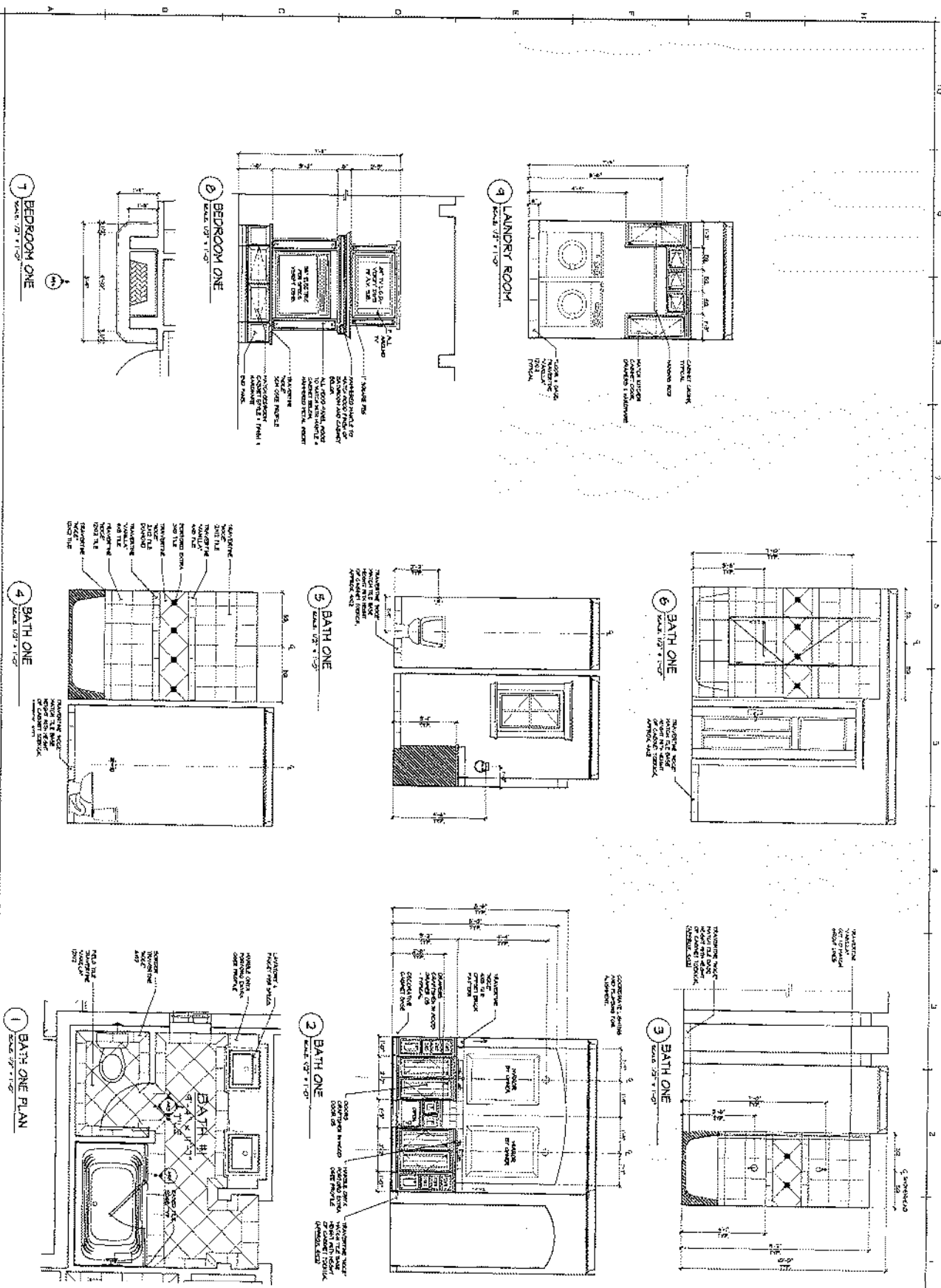
**BLACK ROCK DEVELOPMENT, INC.**  
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**ARCHITECT: GUNDEL**  
 1111 W. 1ST AVE. SUITE 100  
 COEUR D'ALENE, IDAHO 83801  
 PHONE: 208-765-1111  
 FAX: 208-765-1111  
 WWW.GUNDEL.COM

**CONTRACTOR: GUNDEL**  
 1111 W. 1ST AVE. SUITE 100  
 COEUR D'ALENE, IDAHO 83801  
 PHONE: 208-765-1111  
 FAX: 208-765-1111  
 WWW.GUNDEL.COM

**COTTAGE 2 F.R.**  
 DATE: 11/11/10  
 DRAWN BY: J. GUNDEL  
 CHECKED BY: J. GUNDEL  
 APPROVED BY: J. GUNDEL  
 A9.2



DATE: 08/11/09  
 DRAWN BY: J. J. BROWN  
 CHECKED BY: J. J. BROWN  
 PROJECT: COTTAGE 2  
 SHEET: A9.3

**COTTAGE 2 F.I.R.**

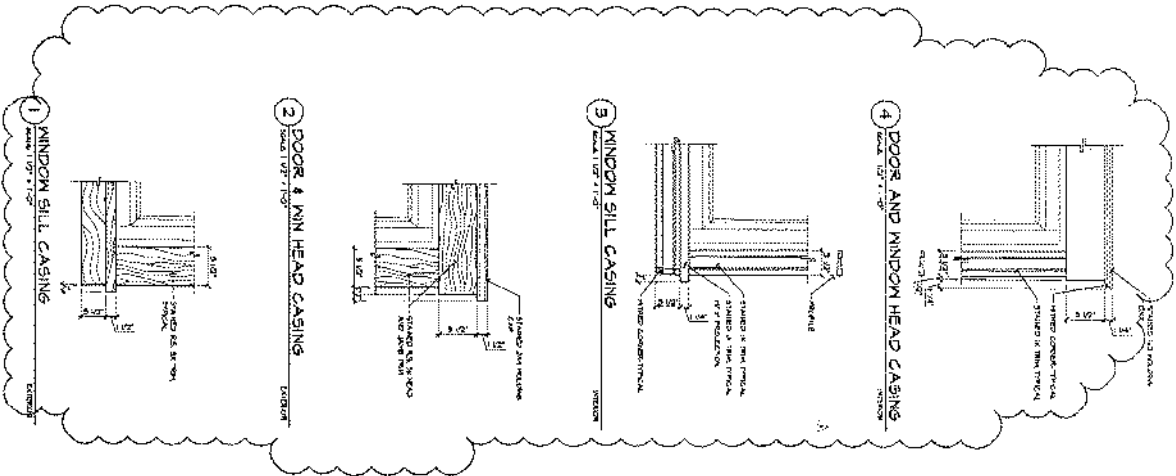
|     |             |
|-----|-------------|
| NO. | DESCRIPTION |
| 1   | FOUNDATION  |
| 2   | CONCRETE    |
| 3   | WOOD        |
| 4   | ROOFING     |
| 5   | MECHANICAL  |
| 6   | ELECTRICAL  |
| 7   | PLUMBING    |
| 8   | PAINTING    |
| 9   | FINISHES    |
| 10  | LANDSCAPE   |

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 8070  
 915 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2000 FAX: 208-416-0527  
 WWW.BLACKROCKDEVELOPMENT.COM



|   |   |
|---|---|
| <p>BLACK ROCK DEVELOPMENT, INC.<br/>       915 NORTHWEST BOULEVARD<br/>       COEUR D'ALENE, IDAHO 83816<br/>       PHONE: 208-665-2000 FAX: 208-416-0527<br/>       WWW.BLACKROCKDEVELOPMENT.COM</p> | <p>BLACK ROCK DEVELOPMENT, INC.<br/>       915 NORTHWEST BOULEVARD<br/>       COEUR D'ALENE, IDAHO 83816<br/>       PHONE: 208-665-2000 FAX: 208-416-0527<br/>       WWW.BLACKROCKDEVELOPMENT.COM</p> |
|---|---|

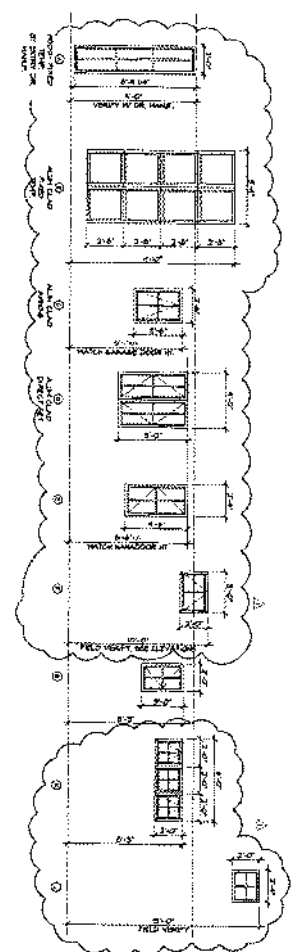




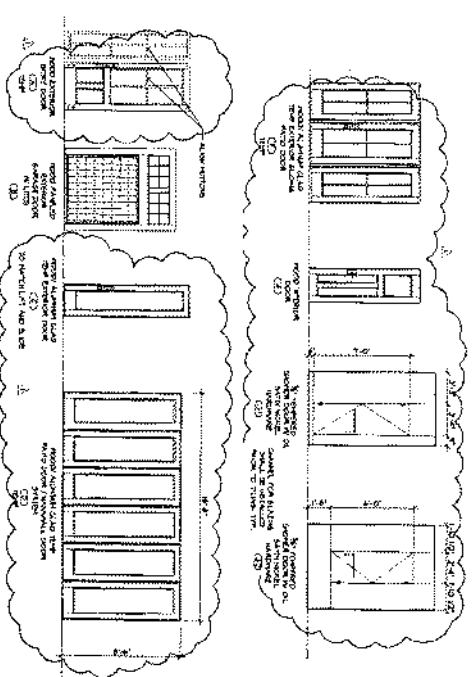
**DOOR SCHEDULE**

| NO. | DESCRIPTION | FINISH | GLASS | GLASS TYPE | GLASS SIZE | GLASS WEIGHT | GLASS AREA | GLASS PERCENTAGE | GLASS COST | GLASS WEIGHT | GLASS AREA | GLASS PERCENTAGE | GLASS COST |
|-----|-------------|--------|-------|------------|------------|--------------|------------|------------------|------------|--------------|------------|------------------|------------|
| 1   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 2   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 3   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 4   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 5   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 6   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 7   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 8   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 9   | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 10  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 11  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 12  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 13  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 14  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 15  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 16  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 17  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 18  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 19  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |
| 20  | DOOR        | WOOD   | GLASS | GLASS      | 36" x 60"  | 15.00        | 216.00     | 10.00            | 15.00      | 15.00        | 216.00     | 10.00            | 15.00      |

**DOOR SCHEDULE**



**WINDOW ELEVATIONS**



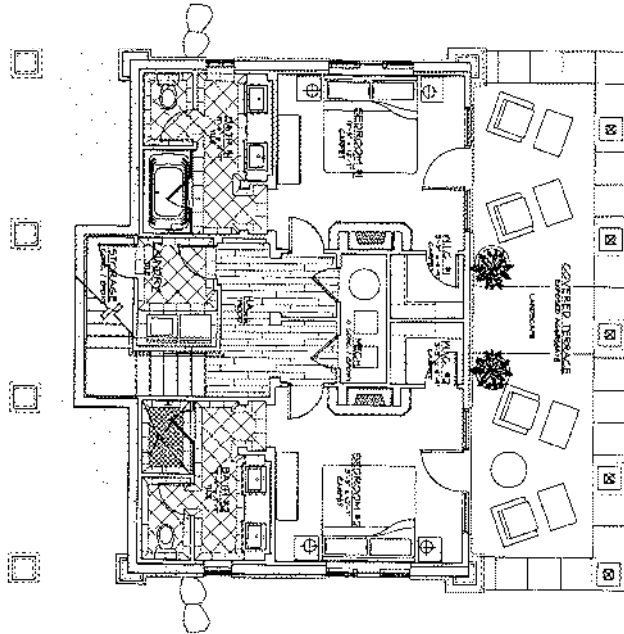
**DOOR ELEVATIONS**

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. Box 3073  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-8005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVE.COM



**CONTRACT INFORMATION**  
 PROJECT NO. 2008-001  
 PROJECT NAME: COTTAGE 2 FLR  
 PROJECT ADDRESS: 912 NW BOULEVARD, COEUR D'ALENE, IDAHO 83816  
 PROJECT START DATE: 08/01/08  
 PROJECT END DATE: 08/31/08  
 PROJECT STATUS: COMPLETE

**COTTAGE 2 FLR**  
 DATE: 11-11-08  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN  
 SHEET NO. 101.1



**LOWER FLOOR FURNITURE PLAN**

SCALE: 1/8" = 1'-0"

**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. Box 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKDEVELOPMENT.COM



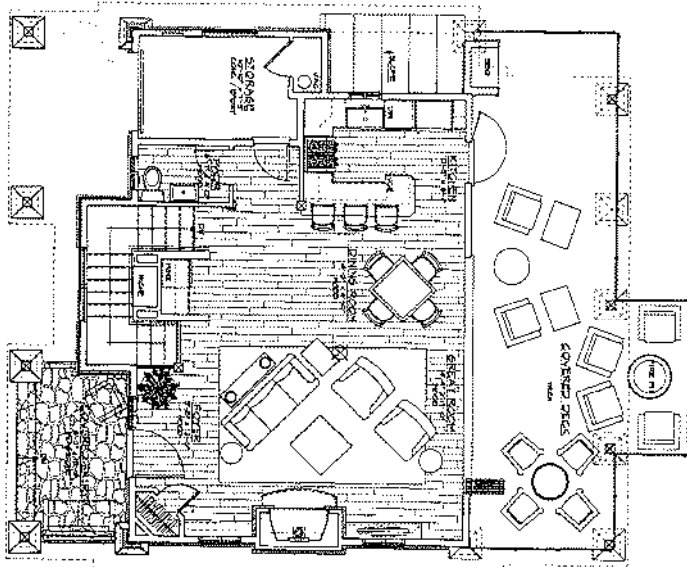
**STRUCTURAL ENGINEER**  
 JAMES H. SMITH, P.E.  
 1000 N. WASHINGTON ST.  
 COEUR D'ALENE, IDAHO 83802  
 PHONE: 208-665-1111  
 FAX: 208-665-1112  
 WWW.JHSMECH.COM

**MECHANICAL ENGINEER**  
 JAMES H. SMITH, P.E.  
 1000 N. WASHINGTON ST.  
 COEUR D'ALENE, IDAHO 83802  
 PHONE: 208-665-1111  
 FAX: 208-665-1112  
 WWW.JHSMECH.COM

**ELECTRICAL ENGINEER**  
 JAMES H. SMITH, P.E.  
 1000 N. WASHINGTON ST.  
 COEUR D'ALENE, IDAHO 83802  
 PHONE: 208-665-1111  
 FAX: 208-665-1112  
 WWW.JHSMECH.COM

**PLUMBING ENGINEER**  
 JAMES H. SMITH, P.E.  
 1000 N. WASHINGTON ST.  
 COEUR D'ALENE, IDAHO 83802  
 PHONE: 208-665-1111  
 FAX: 208-665-1112  
 WWW.JHSMECH.COM

**PORTAGE 2 FLD**  
 DATE: 11/11/05  
 DRAWN BY: J. SMITH  
 CHECKED BY: J. SMITH  
 SCALE: 1/8" = 1'-0"  
 PROJECT NO.: 05-001  
 SHEET NO.: 102-1  
 TOTAL SHEETS: 102



MAIN FLOOR FURNITURE PLAN

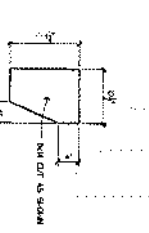
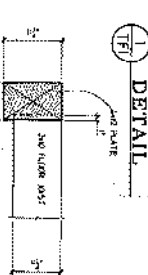
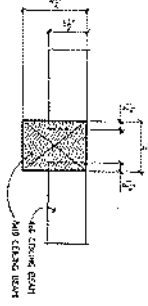
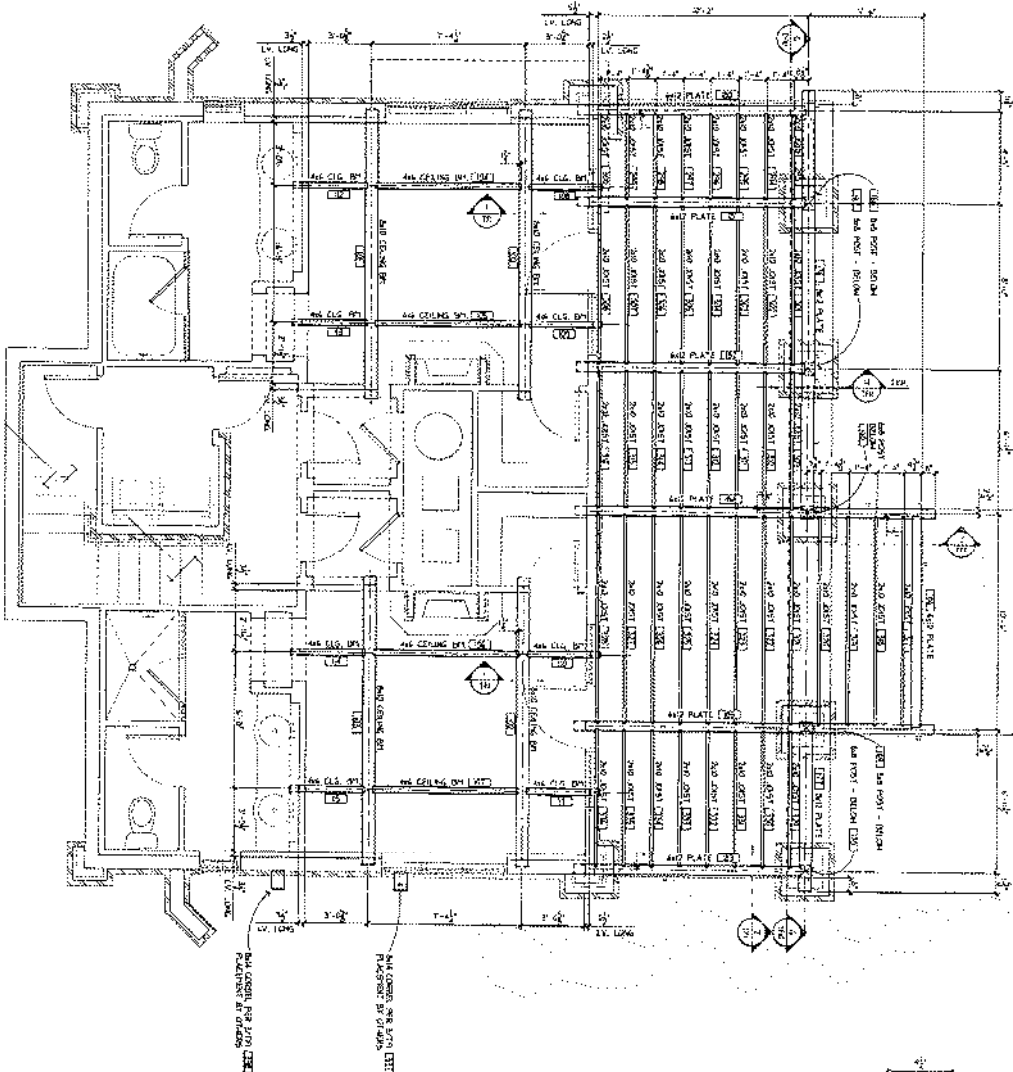
SCALE: 1/8" = 1'-0"

BLACK ROCK DEVELOPMENT, INC.  
 P.O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83814  
 PHONE: 208-665-2005 FAX: 208-416-0329  
 WWW.BLACKROCKDEVELOPMENT.COM



STRUCTURAL COMPANY  
 DESIGNER  
 ARCHITECT  
 ENGINEER  
 CONTRACTOR  
 LANDSCAPE ARCHITECT  
 INTERIOR DESIGNER  
 FURNITURE  
 LIGHTING  
 PAINTING  
 CARPETING  
 TILE  
 STAINLESS STEEL  
 GRANITE  
 COUNTERTOPS  
 WINDOW TREATMENTS  
 EXTERIOR FINISHES  
 POOL & SPA  
 SECURITY SYSTEMS  
 HOME THEATERS  
 AUDIO VISUAL  
 SMART HOMES  
 GREEN BUILDING  
 WELLNESS  
 SUSTAINABLE DESIGN

COTTAGE 2 FLR  
 DATE: 11/17/05  
 DRAWN BY: JESSIE LEE  
 CHECKED BY: JESSIE LEE  
 SCALE: 1/8" = 1'-0"  
 102.2



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |

**NOTES:**

1. EXISTING STRUCTURE SHALL BE DEMOLISHED AND RECONSTRUCTED AS SHOWN ON THIS DRAWING.
2. ALL CONSTRUCTION SHALL BE PER LOCAL CODES.
3. ALL JOIST AND BEAM CONNECTIONS SHALL BE DONE TO MEET CODE REQUIREMENTS FOR TIMBER JOIST AND BEAM CONNECTIONS.
4. ALL JOIST SHALL BE 2x6 (12\"/>



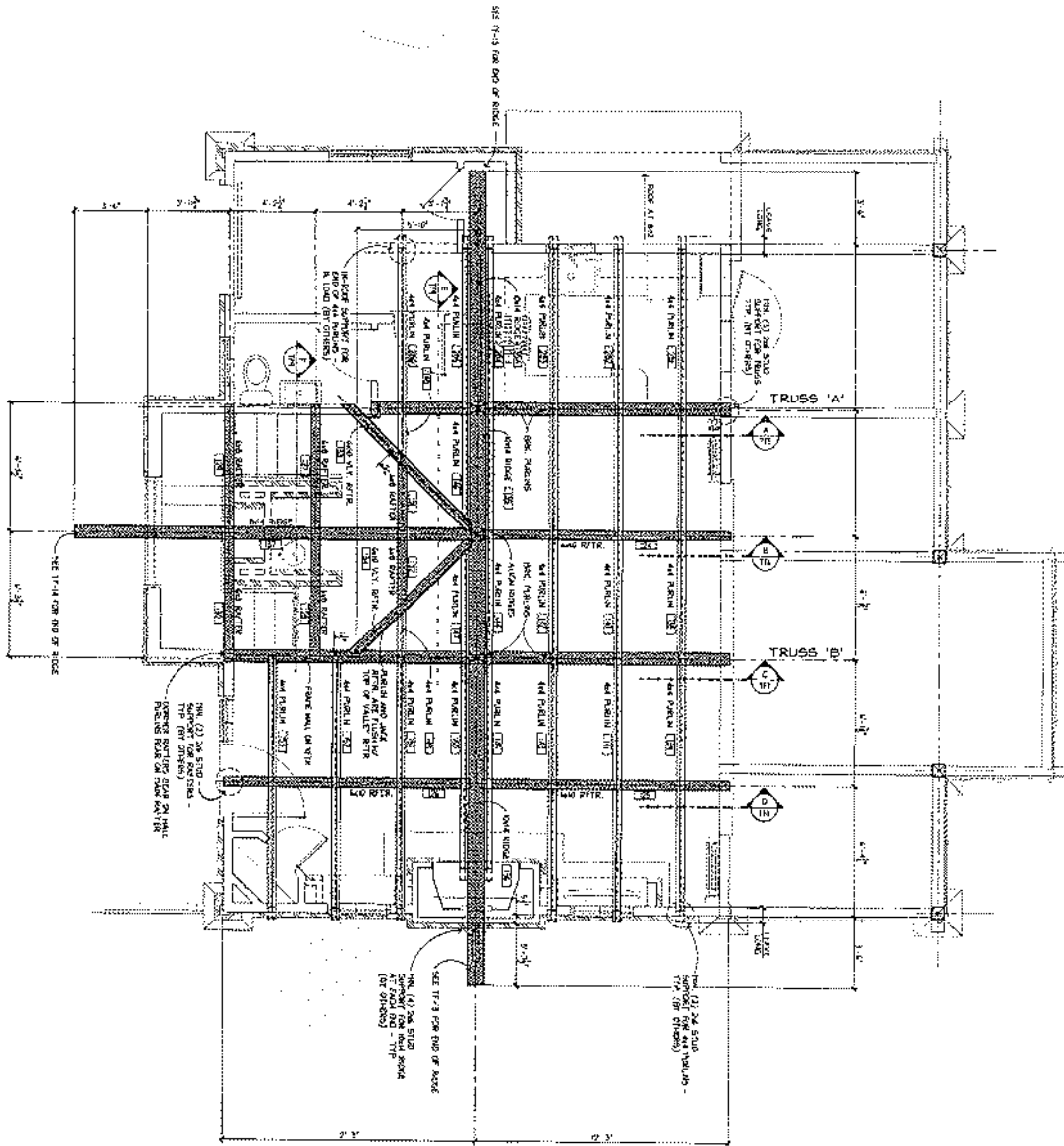
TIMBERWRIGHTS, INC.  
1000 S. 10th St., Suite 100  
Bismarck, ND 58501-1000  
701.223.2233

**BLACKROCK COTTAGE PLAN 2-A**  
CORNER D'ALBENS  
DHAHO

TIMBER PLAN - LOWER LEVEL

DATE: 07-28-23  
SCALE: 1/8\"/>

TP-1



| REVISIONS |      |
|-----------|------|
| NO.       | DATE |
|           |      |
|           |      |
|           |      |
|           |      |

**NOTES**

1. CONTRACTOR SHALL VERIFY CONDITIONS AND ASSEMBLY SHOWN ON THIS PLAN.

2. ALL CONNECTIONS SHALL BE PER IBC, 2003.

3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

4. TRUSS SHALL BE 2x4 PINE RAFTERS FOR 40' SPAN, 2x6 PINE JOISTS FOR 40' SPAN AND 2x8 PINE JOISTS FOR 40' SPAN.

5. TRUSS SHALL BE 2x4 PINE RAFTERS FOR 40' SPAN, 2x6 PINE JOISTS FOR 40' SPAN AND 2x8 PINE JOISTS FOR 40' SPAN.

6. ALL JOIST SHALL BE 2x6 PINE JOISTS FOR 40' SPAN.

7. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

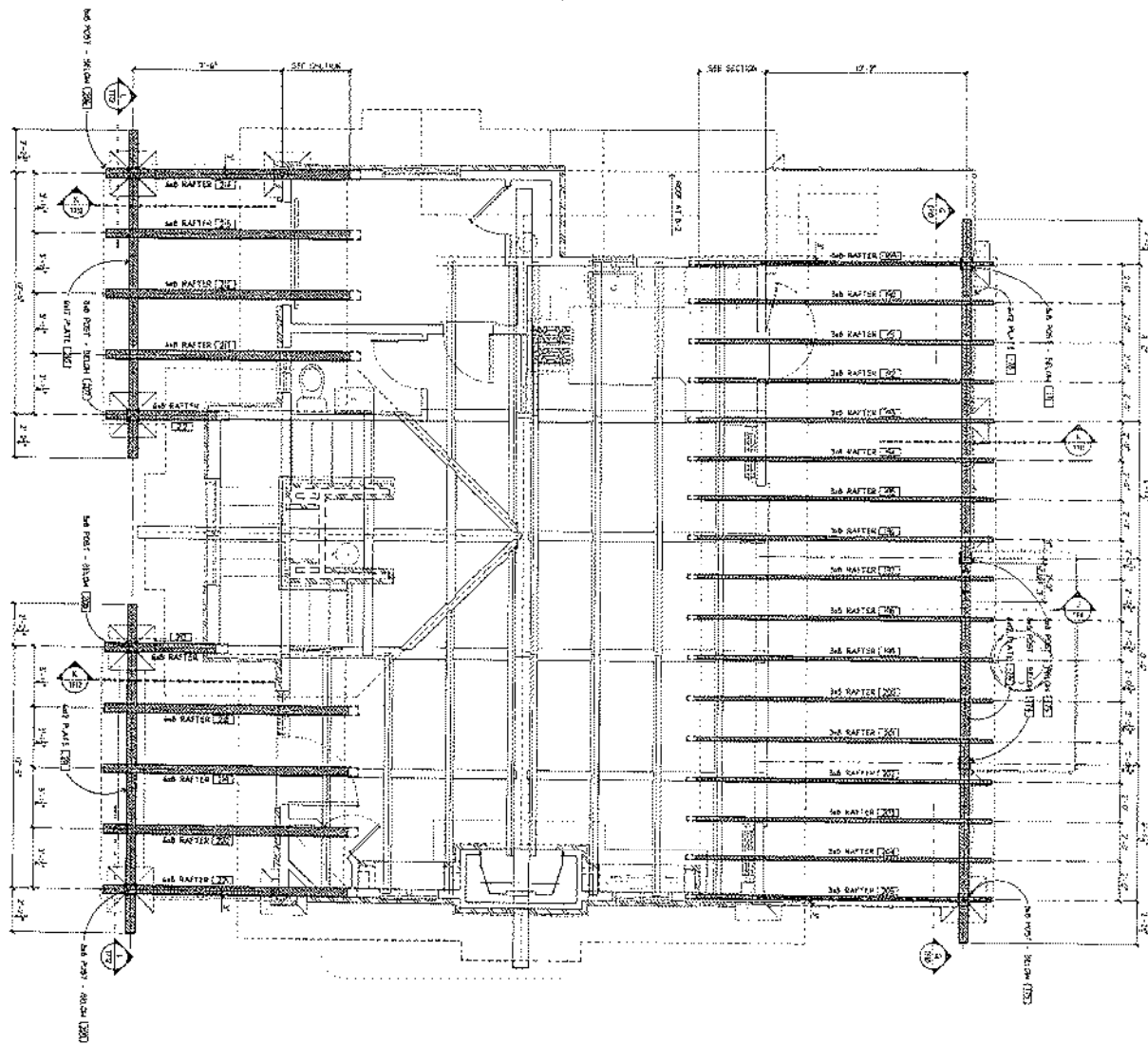
**BLACKROCK COTTAGE PLAN 2-A**

COEUR D'ALENE  
IDAHO

DEAN GREEN  
ARCHITECTS, INC.  
100 N. 2ND ST.  
COEUR D'ALENE, IDAHO 83812

DATE: 10/15/03  
DRAWN BY: V. J. JENSEN  
CHECKED BY: V. J. JENSEN  
SCALE: 1/8" = 1'-0"

TP-2



| REVISIONS |             |
|-----------|-------------|
| NO.       | DESCRIPTION |
|           |             |
|           |             |
|           |             |
|           |             |

**NOTES:**

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED SHALL BE IN FEET AND INCHES.

2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED.

3. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE SPECIFIED.

4. ALL DIMENSIONS SHALL BE TO THE OUTSIDE UNLESS OTHERWISE SPECIFIED.

5. ALL DIMENSIONS SHALL BE TO THE INSIDE UNLESS OTHERWISE SPECIFIED.

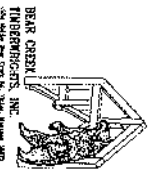
6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

7. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

8. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

9. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.

10. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE SPECIFIED.



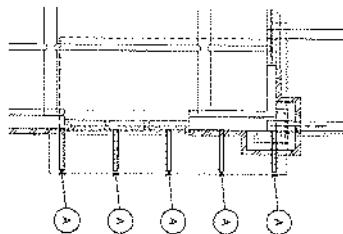
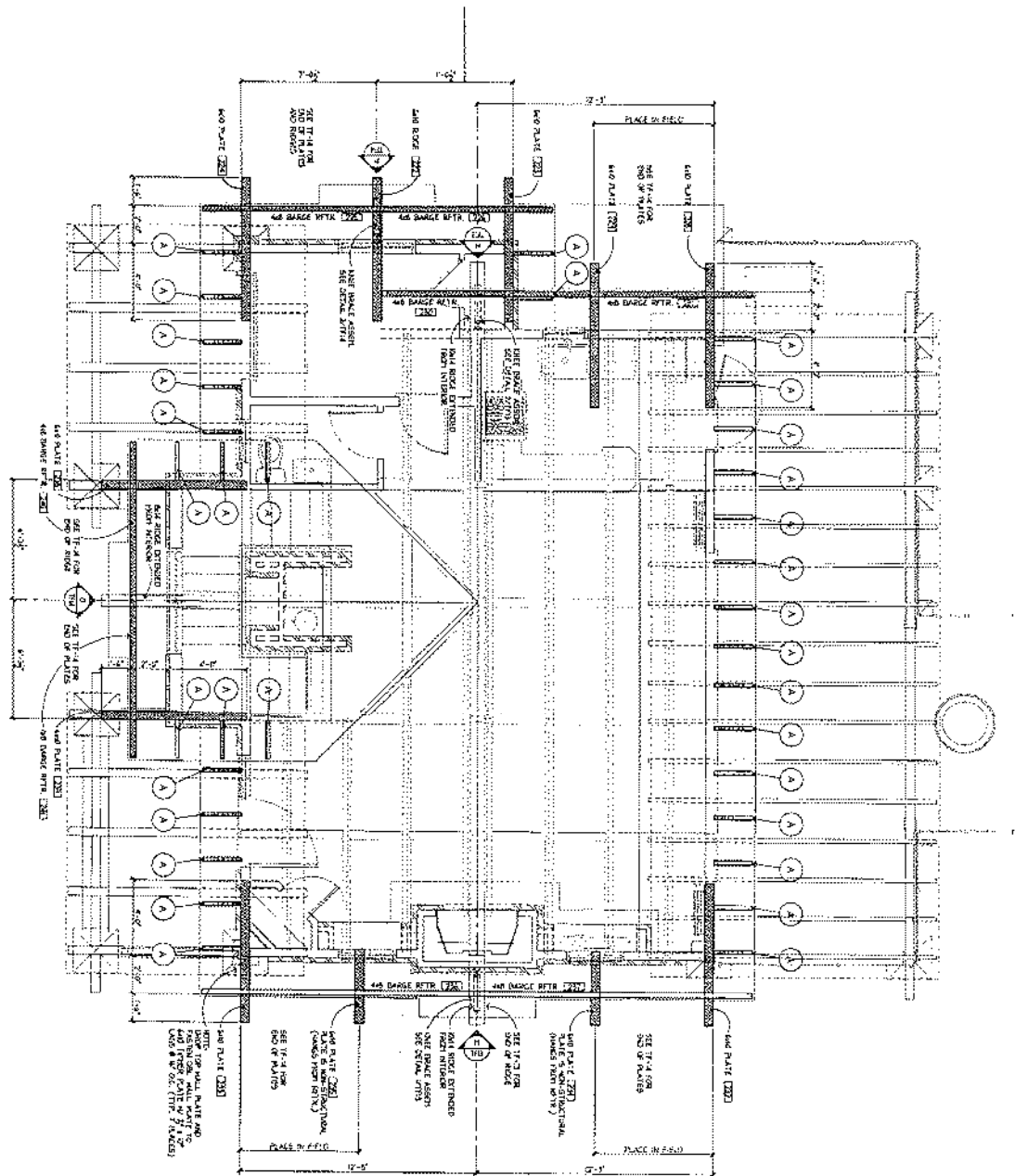
**BLACKROCK COTTAGE PLAN 2-A**

CORNER OF ALBANY

IDAHO

TFP-3

| NO. | REVISIONS |
|-----|-----------|
|     |           |
|     |           |
|     |           |
|     |           |



**PLAN NOTES**

1) FINISHES AS SHOWN "A" & "B" OF "A" CH.

2) SEE DETAIL DETA (200) (200)

**NOTES**

1) FINISHES AS SHOWN "A" & "B" OF "A" CH.

2) SEE DETAIL DETA (200) (200)

3) FINISHES AS SHOWN "A" & "B" OF "A" CH.

4) SEE DETAIL DETA (200) (200)

5) FINISHES AS SHOWN "A" & "B" OF "A" CH.

6) SEE DETAIL DETA (200) (200)

7) FINISHES AS SHOWN "A" & "B" OF "A" CH.

8) SEE DETAIL DETA (200) (200)

9) FINISHES AS SHOWN "A" & "B" OF "A" CH.

10) SEE DETAIL DETA (200) (200)

**GENERAL NOTES**

1) ALL CONSTRUCTION SHALL BE PER IBC 2003.

2) FINISHES AS SHOWN "A" & "B" OF "A" CH.

3) SEE DETAIL DETA (200) (200)

4) FINISHES AS SHOWN "A" & "B" OF "A" CH.

5) SEE DETAIL DETA (200) (200)

6) FINISHES AS SHOWN "A" & "B" OF "A" CH.

7) SEE DETAIL DETA (200) (200)

8) FINISHES AS SHOWN "A" & "B" OF "A" CH.

9) SEE DETAIL DETA (200) (200)

10) FINISHES AS SHOWN "A" & "B" OF "A" CH.

11) SEE DETAIL DETA (200) (200)

12) FINISHES AS SHOWN "A" & "B" OF "A" CH.

13) SEE DETAIL DETA (200) (200)

14) FINISHES AS SHOWN "A" & "B" OF "A" CH.

15) SEE DETAIL DETA (200) (200)

**BLACKROCK COTTAGE PLAN 2-A**

CORNER B ALBANY

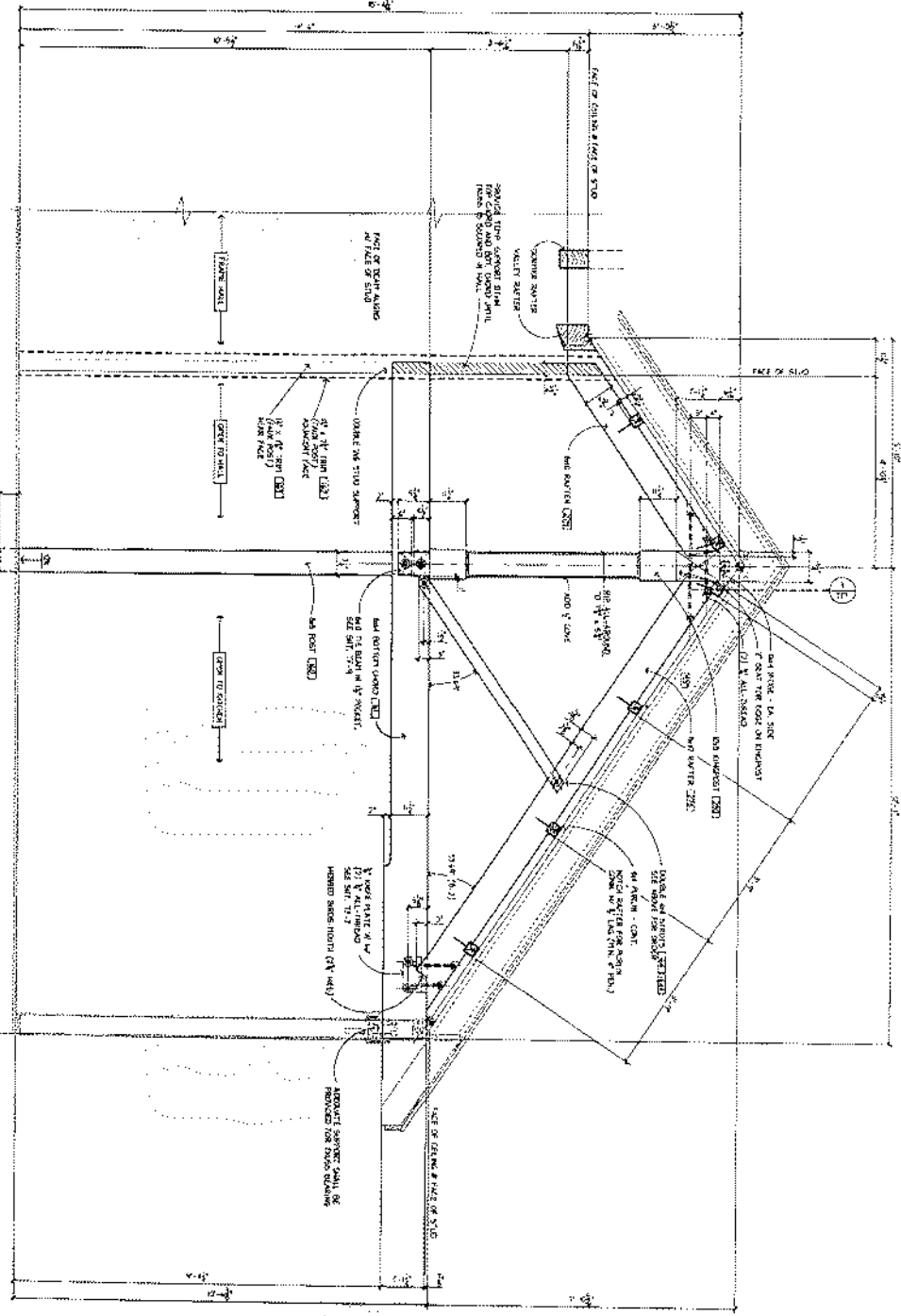
IDAHO



BEAR CREEK  
TIMBERWRIGHT, INC.  
CONSTRUCTION

|                  |                               |
|------------------|-------------------------------|
| DATE             | 1-17-23                       |
| DRAWN BY         | DAK                           |
| CHECKED BY       | DAK                           |
| SCALE            | 1/4" = 1'-0"                  |
| PROJECT NO.      | 23-001                        |
| PROJECT NAME     | BLACKROCK COTTAGE PLAN 2-A    |
| CLIENT           | CORNER B ALBANY               |
| LOCATION         | IDAHO                         |
| DESIGNER         | BEAR CREEK TIMBERWRIGHT, INC. |
| CONTRACT NO.     | 23-001                        |
| DATE OF CONTRACT | 1-17-23                       |
| DATE OF DRAWING  | 1-17-23                       |
| DATE OF REVISION | 1-17-23                       |
| DATE OF CANCEL   | 1-17-23                       |
| DATE OF REVISION | 1-17-23                       |
| DATE OF CANCEL   | 1-17-23                       |

TP-4



**TRUSS 'A' @ KITCHEN**  
 SCALE 1/4" = 1'-0"

- 1. ALL DIMENSIONS AND FINISHES UNLESS OTHERWISE NOTED
- 2. VERTICAL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
- 3. HORIZONTAL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED



| NO. | REVISIONS |
|-----|-----------|
|     |           |
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|     |           |

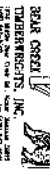
**NOTES:**

1. ALL DIMENSIONS AND FINISHES UNLESS OTHERWISE NOTED.
2. VERTICAL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. HORIZONTAL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
4. ALL TRUSS SHALL BE OF TYPE P2, KEN BOND TRUSS FOR NORMAL WEAR.
5. ALL TRUSS SHALL BE OF TYPE P2, KEN BOND TRUSS FOR NORMAL WEAR.
6. ALL TRUSS SHALL BE OF TYPE P2, KEN BOND TRUSS FOR NORMAL WEAR.
7. ALL TRUSS SHALL BE OF TYPE P2, KEN BOND TRUSS FOR NORMAL WEAR.
8. ALL TRUSS SHALL BE OF TYPE P2, KEN BOND TRUSS FOR NORMAL WEAR.
9. ALL TRUSS SHALL BE OF TYPE P2, KEN BOND TRUSS FOR NORMAL WEAR.
10. ALL TRUSS SHALL BE OF TYPE P2, KEN BOND TRUSS FOR NORMAL WEAR.

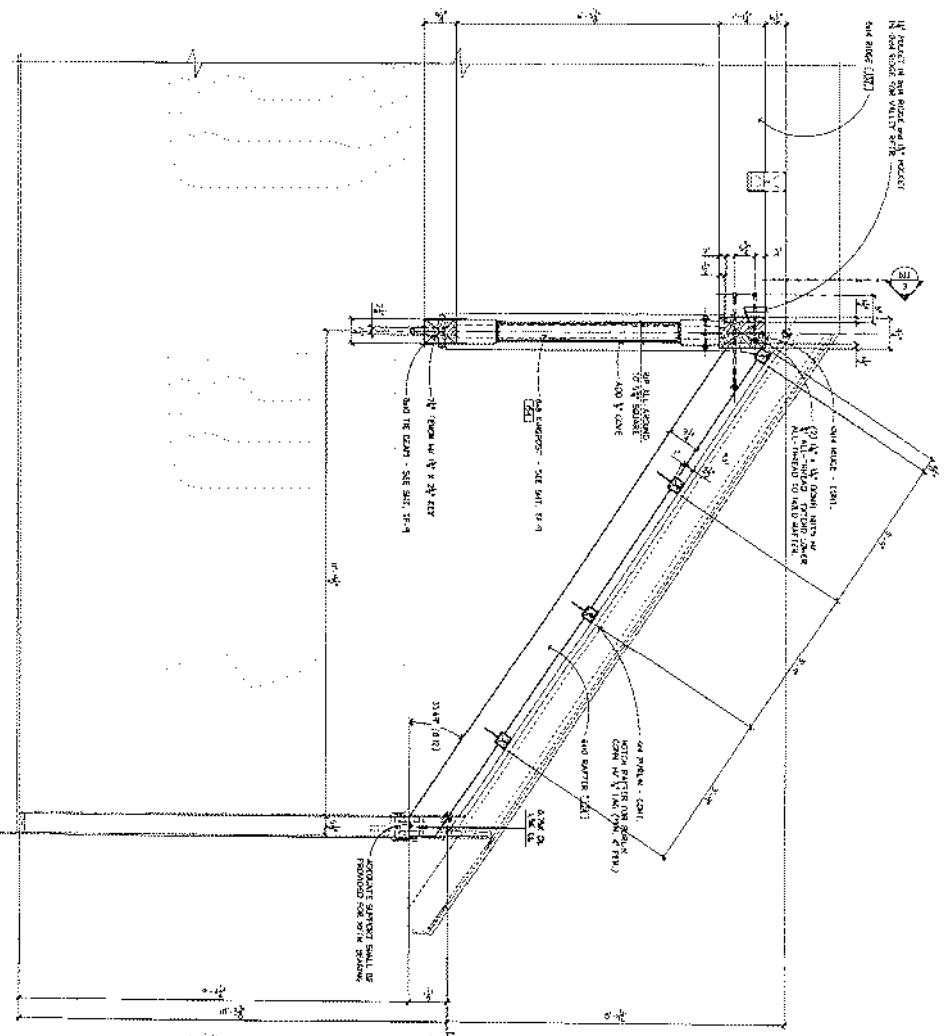
**TIMBER DETAILS**

**BLACKROCK COTTAGE PLAN 2-A**

COEUR D'ALENE  
 IDAHO



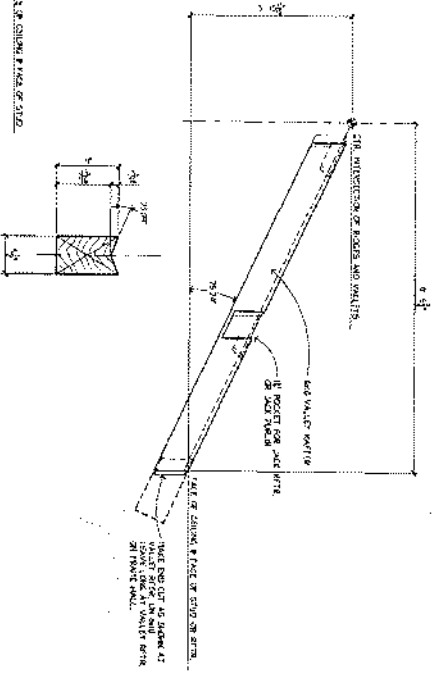
**BEAR CREEK  
 TIMBERWRIGHTS, INC.**



**B** RAFTER @ RIDGE KING  
SCALE: 1/4" = 1'-0"

● V. VAL. TRUSS AND RAFTERS INDICATE 2x12  
● V. VAL. TRUSS AND RAFTERS INDICATE 2x12  
● V. VAL. TRUSS AND RAFTERS INDICATE 2x12

**VALLEY RAFTER ELEVATION**



**NOTES**

1. ALL CONNECTIONS SHALL BE PER U.L.C. 303
2. ALL CONNECTIONS SHALL BE PER U.L.C. 303
3. ALL CONNECTIONS SHALL BE PER U.L.C. 303
4. ALL CONNECTIONS SHALL BE PER U.L.C. 303
5. ALL CONNECTIONS SHALL BE PER U.L.C. 303
6. ALL CONNECTIONS SHALL BE PER U.L.C. 303
7. ALL CONNECTIONS SHALL BE PER U.L.C. 303
8. ALL CONNECTIONS SHALL BE PER U.L.C. 303
9. ALL CONNECTIONS SHALL BE PER U.L.C. 303
10. ALL CONNECTIONS SHALL BE PER U.L.C. 303

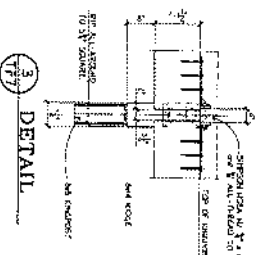
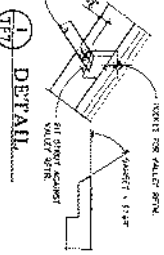
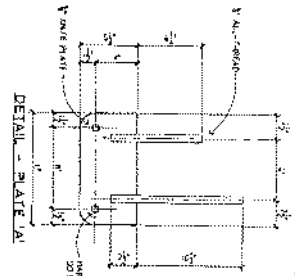
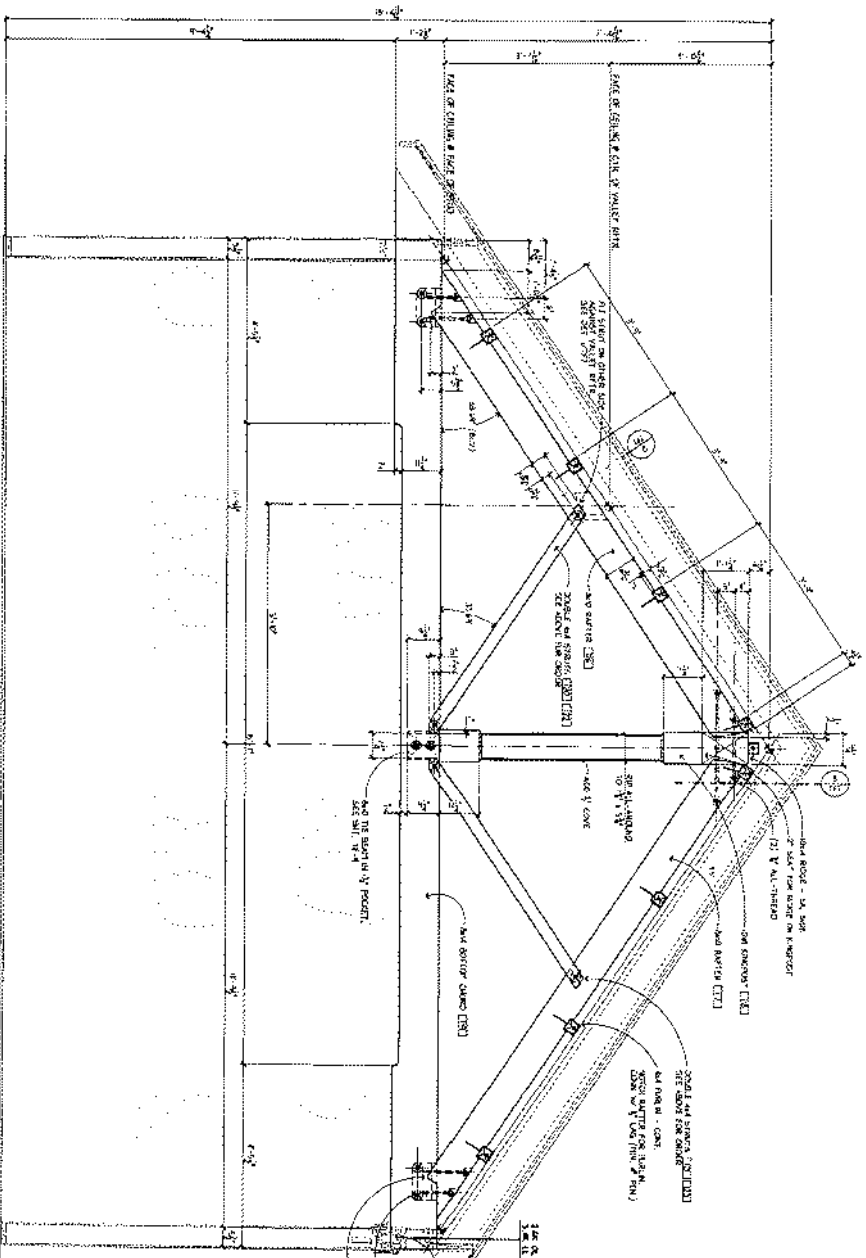
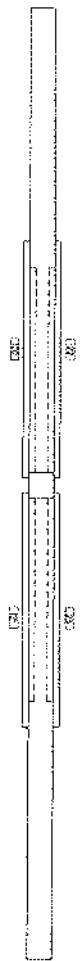
| NO. | REVISIONS | DATE |
|-----|-----------|------|
|     |           |      |
|     |           |      |
|     |           |      |
|     |           |      |



**BLACKROCK COTTAGE PLAN 2-A**  
CORR. BY ALLEN  
BRAND

DATE: 12-26  
DRAWN BY: [Name]  
CHECKED BY: [Name]

**TP-6**



| REVISIONS |             |
|-----------|-------------|
| NO.       | DESCRIPTION |
|           |             |
|           |             |
|           |             |

**NOTES:**

1. ALL DIMENSIONS SHALL BE PER 081.2003.

2. ALL CONNECTIONS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

3. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

4. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

5. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

6. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

7. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

8. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

9. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

10. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

**TRUSS 'B' @ GREAT ROOM**

2 X 12 ALL DIMENSIONS AND CONNECTIONS TO BE MADE PER THE FOLLOWING:

1. ALL DIMENSIONS SHALL BE PER 081.2003.

2. ALL CONNECTIONS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

3. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

4. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

5. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:

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10. ALL TRUSS MEMBERS SHALL BE MADE TO OTHER TRUSS MEMBERS PER THE FOLLOWING:



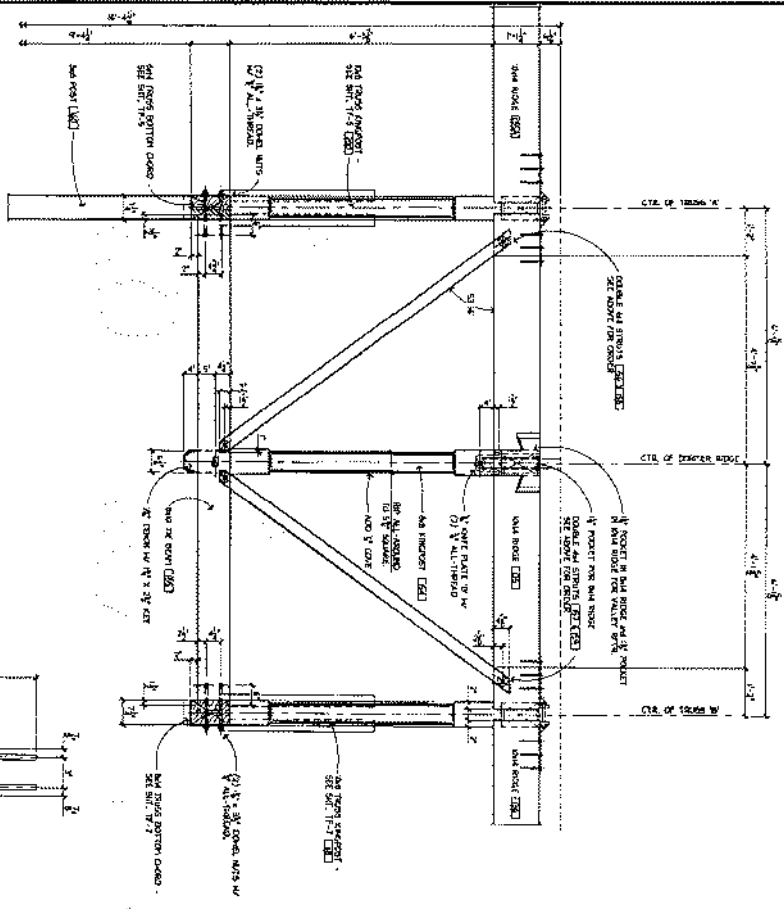
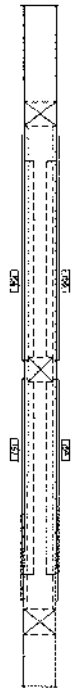
**BEAR CREEK**  
TIMBERWRIGHTS, INC.  
1000 N. 1000 W. SALT LAKE CITY, UT 84116  
TEL: 801.487.1234

**BLACKROCK COTTAGE PLAN 2-A**

OWNER: COEUR D'ALBENE  
DIAHO

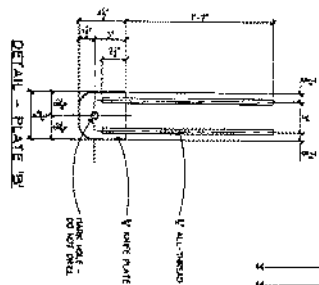
TP-7



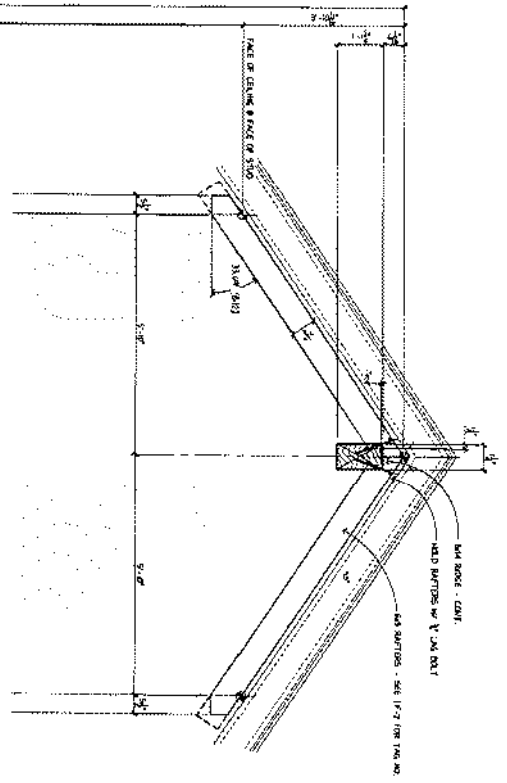


**E**  
SCALE: 1/4" = 1'-0"  
**FLAT TRUSS AT GABLE RIDGE**

- V-242, HINGED AND NAILING ANGLE PER 17
- V-242, ONE OF 2'S, ONE OF V-ALL-TIE ROD
- V-242, ONE OF 2'S, ONE OF V-ALL-TIE ROD

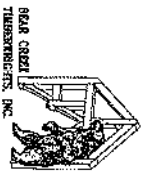


**DETAIL - PLATE JOINT**



**F**  
SCALE: 1/4" = 1'-0"  
**COMMON RAFTERS AT DORMER**

**NOTES:**  
 1. ALL CONNECTIONS SHALL BE PER 2018 IBC, 2018 IRC, AND 2018 IBC, 2018 IRC.  
 2. CLEARING AND JACKING SHALL BE DONE TO BEAR BRACKETS, TRUSS/RAFTER JOINTS, AND RAFTERS.  
 3. TRUSSES SHALL BE GALVANIZED TO MATCH THE REST OF THE TRUSS SYSTEM.  
 4. ALL TRUSS SHALL BE GALVANIZED TO MATCH THE REST OF THE TRUSS SYSTEM.  
 5. ALL TRUSS SHALL BE GALVANIZED TO MATCH THE REST OF THE TRUSS SYSTEM.  
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 9. ALL TRUSS SHALL BE GALVANIZED TO MATCH THE REST OF THE TRUSS SYSTEM.  
 10. ALL TRUSS SHALL BE GALVANIZED TO MATCH THE REST OF THE TRUSS SYSTEM.



| NO. | REVISIONS | DATE |
|-----|-----------|------|
|     |           |      |
|     |           |      |
|     |           |      |
|     |           |      |

**CONTRACTOR:**  
 BEAR CREEK CONSTRUCTION, INC.  
 1234 MAIN ST., SUITE 100  
 DENVER, CO 80202  
 (303) 555-1234

**CLIENT:**  
 BLACKROCK COTTAGE PLAN 2-A  
 COURTYN B. ALLEN  
 IDAHO

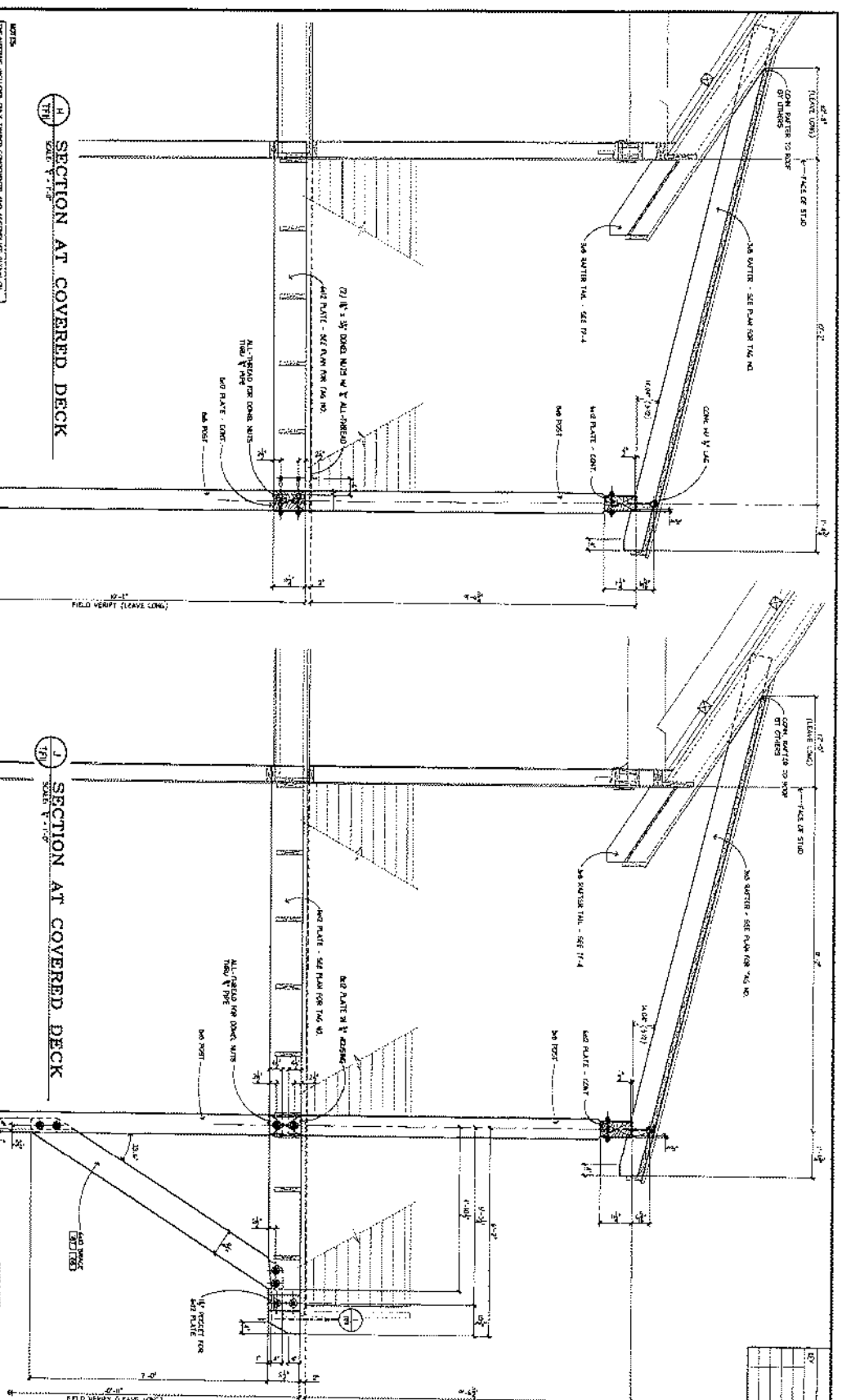
**PROJECT:**  
 1234 MAIN ST., SUITE 100  
 DENVER, CO 80202

**DATE:** 12/15/2023  
**SCALE:** 1/4" = 1'-0"  
**PROJECT:** 1234 MAIN ST., SUITE 100  
**DATE:** 12/15/2023

**TFP-9**



| NO. | REVISIONS         | DATE     |
|-----|-------------------|----------|
| 01  | ISSUED FOR PERMIT | 08/15/24 |
|     |                   |          |
|     |                   |          |
|     |                   |          |



**H SECTION AT COVERED DECK**  
SCALE: 1/4" = 1'-0"

**I SECTION AT COVERED DECK**  
SCALE: 1/4" = 1'-0"

**DETAIL**  
SCALE: 1/4" = 1'-0"

**NOTES:**  
 1. ALL CONNECTIONS SHALL BE PER IBC, 2018.  
 2. ALL JOISTS SHALL BE 2X12 SIPS.  
 3. ALL BEAMS SHALL BE 2X12 SIPS.  
 4. ALL POSTS SHALL BE 2X12 SIPS.  
 5. ALL TRUSSES SHALL BE 2X12 SIPS.  
 6. ALL TRUSSES SHALL BE 2X12 SIPS.  
 7. ALL TRUSSES SHALL BE 2X12 SIPS.  
 8. ALL TRUSSES SHALL BE 2X12 SIPS.  
 9. ALL TRUSSES SHALL BE 2X12 SIPS.  
 10. ALL TRUSSES SHALL BE 2X12 SIPS.

**BLACKROCK COTTAGE PLAN 2-A**  
 COPING BY ALBERT  
 HADIC

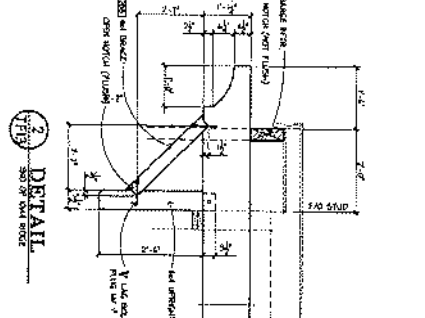
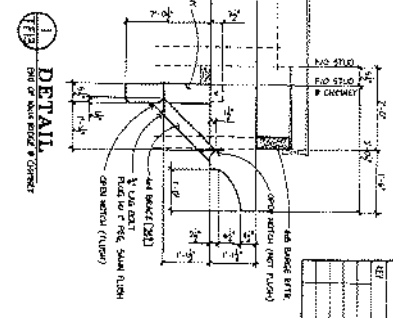
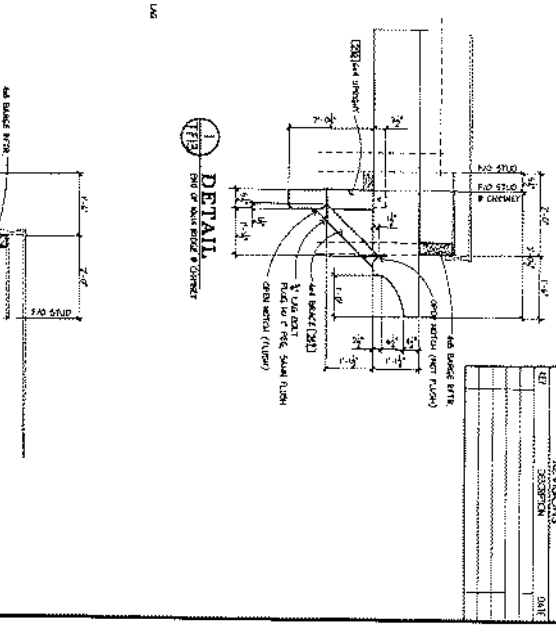
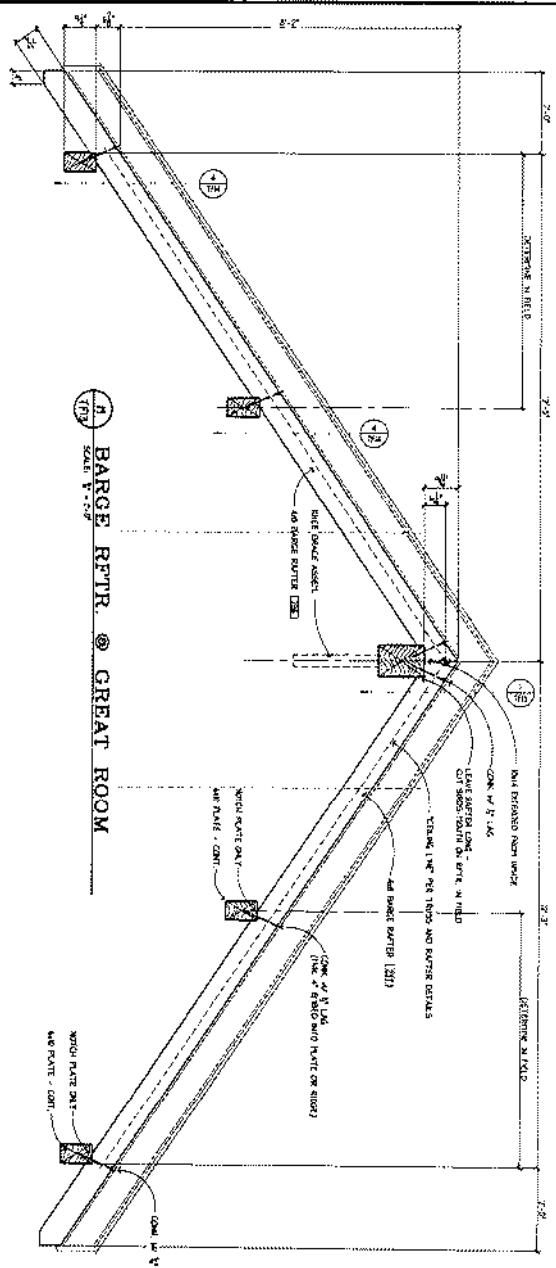
**TIMBER DETAILS**

**BLACK ROCK**  
 TIMBERWORKS, INC.  
 1000 S. 1000 E. SUITE 100  
 TUCUMCUM, NM 88401  
 TEL: 505.278.1111  
 WWW.BLACKROCKTIMBERWORKS.COM

DATE: 1-23-24  
 DRAWN BY: TJS  
 CHECKED BY: TJS

TF-11





**NOTES:**

1. DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. ALL CONSTRUCTION SHALL BE PER U.S.C. 2018.
3. ALL JOINTS SHALL BE STRENGTHENED WITH STEEL PLATE OR GALVALUM.
4. ALL JOINTS SHALL BE STRENGTHENED WITH STEEL PLATE OR GALVALUM.
5. ALL JOINTS SHALL BE STRENGTHENED WITH STEEL PLATE OR GALVALUM.
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9. ALL JOINTS SHALL BE STRENGTHENED WITH STEEL PLATE OR GALVALUM.
10. ALL JOINTS SHALL BE STRENGTHENED WITH STEEL PLATE OR GALVALUM.

**BLACK ROCK COTTAGE PLAN 2-A**

**COBBLE D'ALBENS**

**IDAHO**

**TR-13**

**BEAR GENIEYS, INC.**

**TRUSSENGERS, INC.**

**DESIGNED BY**

**DATE**

**SCALE**

**PROJECT**

**NO.**

**DATE**

**SCALE**

**PROJECT**

**NO.**

**DATE**



# GENERAL STRUCTURAL NOTES

GENERAL CONTRACTOR'S USE ONLY

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HAZARDOUS:

ENVIRONMENTAL:

ARCHITECTURAL:

LANDSCAPE:

TRAFFIC ENGINEERING:

GEOTECHNICAL:

SEWER/WASTE:

WATER SUPPLY:

TELEPHONE:

POWER:

TELEVISION:

OTHER:

REMARKS:

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LANDSCAPE:

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SEWER/WASTE:

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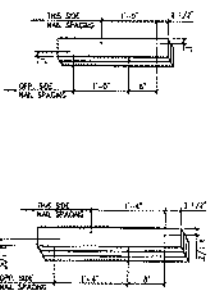
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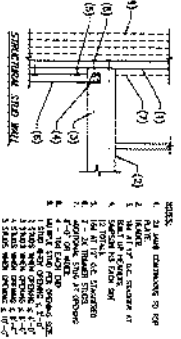
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SEE DETAIL 17 FOR WALL TO CONCRETE JOINT

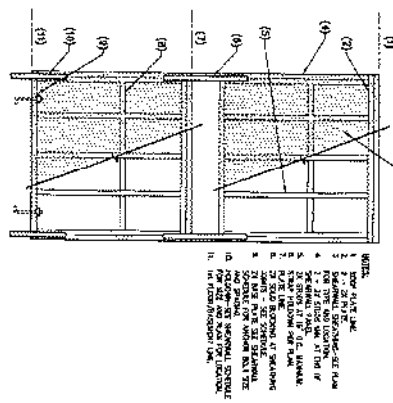


17 ARCHITECTURAL DETAIL OF WALL TO CONCRETE JOINT



18 ARCHITECTURAL DETAIL OF WOOD STUD WALL TO CONCRETE JOINT

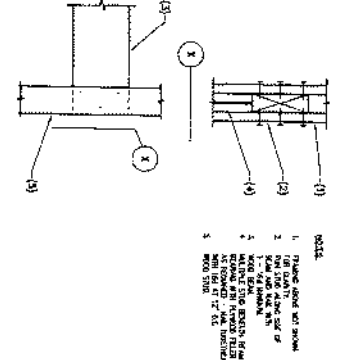
Table with 4 columns: DIMENSIONS, MATERIALS, FINISHES, and NOTES. It lists dimensions for various wall components and materials like 2x4 studs, 1/2 inch gypsum board, and 1/2 inch sheetrock.



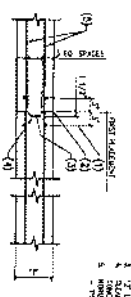
19 TYPICAL WOOD STUD WALL SECTION

Table with 4 columns: CONSTRUCTION, FINISHES, MATERIALS, and NOTES. It provides detailed specifications for wall construction, including materials like 2x4 studs, 1/2 inch gypsum board, and 1/2 inch sheetrock, and finishes like paint or wallpaper.

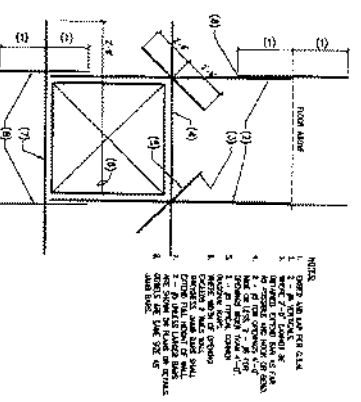
20 FINISHES SCHEDULE



21 TYPICAL WOOD STUD WALL SECTION

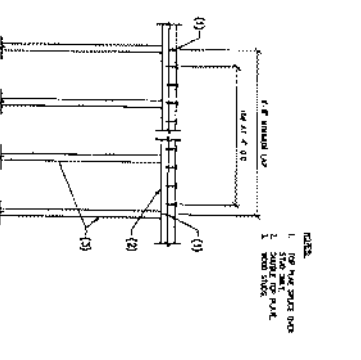


22 TYPICAL CONCRETE WALL SECTION

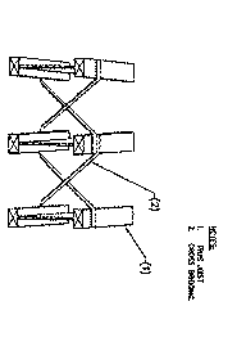


23 TYPICAL CONCRETE WALL SECTION

NOTE: DETAILS ON THIS SHEET ARE TYPICAL TO THE PROJECT AND ARE NOT NECESSARILY OUT OR CALLED OUT ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE DETAILS AS REQUIRED, AND TO COORDINATE THESE WITH CONTRACTORS DEFEND THROUGHOUT THE CONTRACT DOCUMENTS.



24 TYPICAL WOOD STUD WALL SECTION



25 TYPICAL WOOD STUD WALL SECTION



Professional Engineer License No. 12345, State of Idaho, David S. Black, 1234 Main St., Boise, ID 83725.

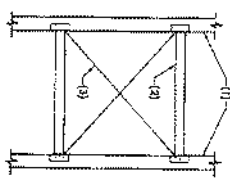


BLACK ROCK DEVELOPMENT, INC. P.O. Box 3070, 912 NORTHWEST BOULEVARD, COEUR D'ALENE, IDAHO 83816. PHONE: 208-665-2005 FAX: 208-416-0827. WWW.BLACKROCKIDPMID.COM

CONTRACT 2 FLR, 51.3, 1234 Main St., Boise, ID 83725.

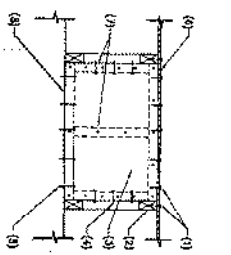
51.3, 1234 Main St., Boise, ID 83725.

NOTE:  
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22 TYPICAL ROOF DETAIL

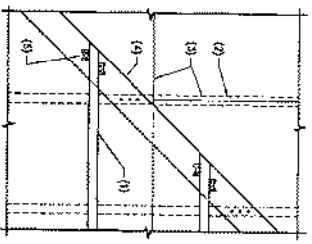
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23 TYPICAL FLOOR SLAB DETAIL

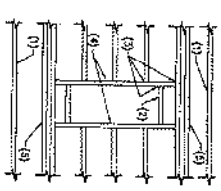
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20 PLAN - TYPICAL FLOOR SLAB DETAIL

NOTE:  
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21 TYPICAL BEAM DETAIL

NOTE:  
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STRUCTURAL ENGINEER  
 LICENSE NO. 12345  
 EXPIRES 12/31/2025  
 STATE OF IDAHO

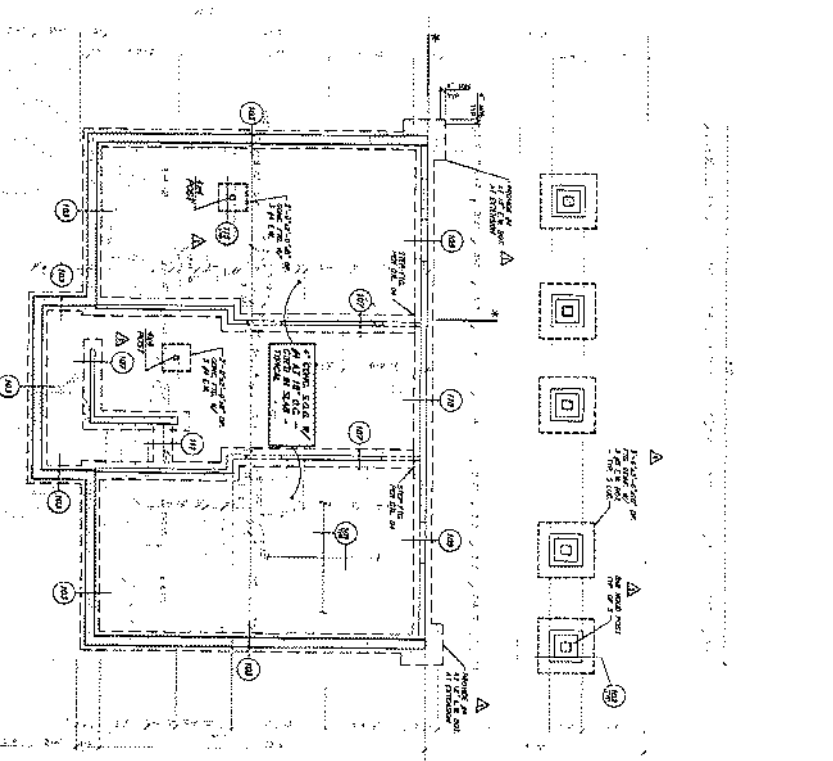


BLACK ROCK DEVELOPMENT, INC.  
 P.O. BOX 3070  
 912 NORTHWEST BULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2085 FAX: 208-416-0327  
 WWW.BLACKROCKIDaho.COM

COTTAGE 2 FLR

51.4

**FOUNDATION PLAN**  
SCALE: 1/8" = 1'-0"



\* ALL FOUNDATION WALLS SHALL BE CONCRETE WITH 4\"/>

- FOUNDATION NOTES**
1. REFER TO FOUNDATION PLAN, ARCHITECTURAL DRAWING FOR FOUNDATION PLAN.
  2. FOUNDATION SHALL BE CONCRETE WITH 4\"/>

**LOCATION OF DETAILS**

| NO. | DESCRIPTION     | LOCATION   |
|-----|-----------------|------------|
| 1   | FOUNDATION WALL | SECTION 1  |
| 2   | FOUNDATION WALL | SECTION 2  |
| 3   | FOUNDATION WALL | SECTION 3  |
| 4   | FOUNDATION WALL | SECTION 4  |
| 5   | FOUNDATION WALL | SECTION 5  |
| 6   | FOUNDATION WALL | SECTION 6  |
| 7   | FOUNDATION WALL | SECTION 7  |
| 8   | FOUNDATION WALL | SECTION 8  |
| 9   | FOUNDATION WALL | SECTION 9  |
| 10  | FOUNDATION WALL | SECTION 10 |

**BLACK ROCK DEVELOPMENT, INC.**  
P.O. BOX 3070  
912 NORTHWEST BOULEVARD  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2005 FAX: 208-416-0327  
WWW.BLACKROCKDEVELOPMENT.COM



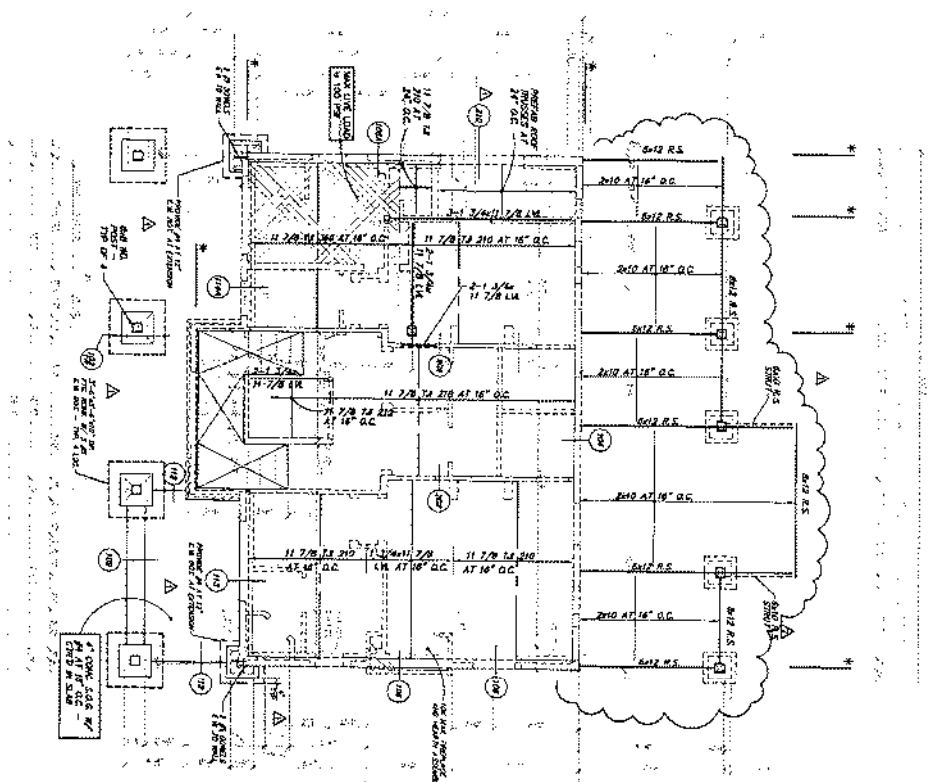
**PROFESSIONAL ENGINEER**  
LANCE W. BRADY, P.E.  
1111 WEST 10TH AVENUE  
COEUR D'ALENE, IDAHO 83816  
PHONE: 208-665-2005 FAX: 208-416-0327  
WWW.BLACKROCKDEVELOPMENT.COM



**ESTIMATE 2.FIR**  
DATE: 08/11/14  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: 1/8" = 1'-0"

**FLOOR FRAMING PLAN**

SCALE: 1/8" = 1'-0"



\* ALL WORK ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOKS AND THE INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE BOOKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES.

NOTE: ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOKS AND THE INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE BOOKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND OTHER AGENCIES.

- FLOOR FINISHES**
1. ALL INTERIORS WITH EXCEPTED UNITS.
  2. CONCRETE FLOOR FINISHES WITH 1/2" POLYMER SAND AND 1/2" POLYMER SAND.
  3. 1/2" POLYMER SAND WITH 1/2" POLYMER SAND.
  4. 1/2" POLYMER SAND WITH 1/2" POLYMER SAND.
  5. 1/2" POLYMER SAND WITH 1/2" POLYMER SAND.
  6. 1/2" POLYMER SAND WITH 1/2" POLYMER SAND.

**LOCATION OF DETAILS**

| NO. | SYMBOL | LOCATION     |
|-----|--------|--------------|
| 1   | 1      | WALL TO WALL |
| 2   | 2      | WALL TO WALL |
| 3   | 3      | WALL TO WALL |
| 4   | 4      | WALL TO WALL |
| 5   | 5      | WALL TO WALL |
| 6   | 6      | WALL TO WALL |
| 7   | 7      | WALL TO WALL |
| 8   | 8      | WALL TO WALL |
| 9   | 9      | WALL TO WALL |
| 10  | 10     | WALL TO WALL |
| 11  | 11     | WALL TO WALL |
| 12  | 12     | WALL TO WALL |
| 13  | 13     | WALL TO WALL |
| 14  | 14     | WALL TO WALL |
| 15  | 15     | WALL TO WALL |
| 16  | 16     | WALL TO WALL |
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| 23  | 23     | WALL TO WALL |
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| 25  | 25     | WALL TO WALL |
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| 29  | 29     | WALL TO WALL |
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| 31  | 31     | WALL TO WALL |
| 32  | 32     | WALL TO WALL |
| 33  | 33     | WALL TO WALL |
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| 35  | 35     | WALL TO WALL |
| 36  | 36     | WALL TO WALL |
| 37  | 37     | WALL TO WALL |
| 38  | 38     | WALL TO WALL |
| 39  | 39     | WALL TO WALL |
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| 46  | 46     | WALL TO WALL |
| 47  | 47     | WALL TO WALL |
| 48  | 48     | WALL TO WALL |
| 49  | 49     | WALL TO WALL |
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| 51  | 51     | WALL TO WALL |
| 52  | 52     | WALL TO WALL |
| 53  | 53     | WALL TO WALL |
| 54  | 54     | WALL TO WALL |
| 55  | 55     | WALL TO WALL |
| 56  | 56     | WALL TO WALL |
| 57  | 57     | WALL TO WALL |
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| 59  | 59     | WALL TO WALL |
| 60  | 60     | WALL TO WALL |
| 61  | 61     | WALL TO WALL |
| 62  | 62     | WALL TO WALL |
| 63  | 63     | WALL TO WALL |
| 64  | 64     | WALL TO WALL |
| 65  | 65     | WALL TO WALL |
| 66  | 66     | WALL TO WALL |
| 67  | 67     | WALL TO WALL |
| 68  | 68     | WALL TO WALL |
| 69  | 69     | WALL TO WALL |
| 70  | 70     | WALL TO WALL |
| 71  | 71     | WALL TO WALL |
| 72  | 72     | WALL TO WALL |
| 73  | 73     | WALL TO WALL |
| 74  | 74     | WALL TO WALL |
| 75  | 75     | WALL TO WALL |
| 76  | 76     | WALL TO WALL |
| 77  | 77     | WALL TO WALL |
| 78  | 78     | WALL TO WALL |
| 79  | 79     | WALL TO WALL |
| 80  | 80     | WALL TO WALL |
| 81  | 81     | WALL TO WALL |
| 82  | 82     | WALL TO WALL |
| 83  | 83     | WALL TO WALL |
| 84  | 84     | WALL TO WALL |
| 85  | 85     | WALL TO WALL |
| 86  | 86     | WALL TO WALL |
| 87  | 87     | WALL TO WALL |
| 88  | 88     | WALL TO WALL |
| 89  | 89     | WALL TO WALL |
| 90  | 90     | WALL TO WALL |
| 91  | 91     | WALL TO WALL |
| 92  | 92     | WALL TO WALL |
| 93  | 93     | WALL TO WALL |
| 94  | 94     | WALL TO WALL |
| 95  | 95     | WALL TO WALL |
| 96  | 96     | WALL TO WALL |
| 97  | 97     | WALL TO WALL |
| 98  | 98     | WALL TO WALL |
| 99  | 99     | WALL TO WALL |
| 100 | 100    | WALL TO WALL |

**BLACK ROCK DEVELOPMENT, INC.**  
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 WWW.BLACKROCKIDaho.COM

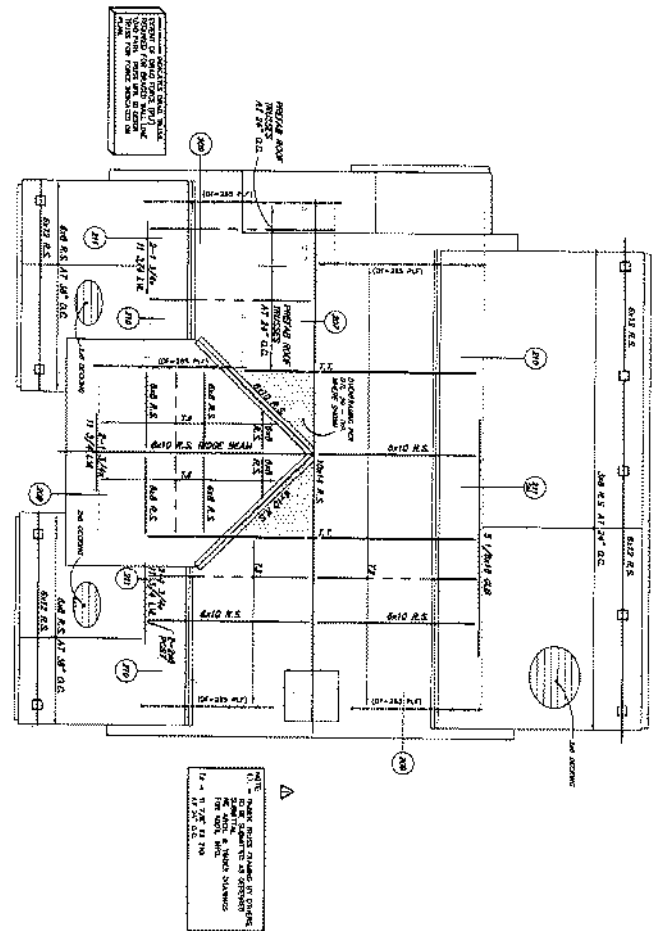


**IDENTIFICATION**  
 PROJECT: COTTAGE 2  
 SHEET: 52.2  
 DATE: 10/15/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



**COTTAGE 2 FLR**  
 52.2

# ROOF FRAMING PLAN



ROOFING OVER EXISTING ROOF AT 2" O.C.

EXISTING ROOF AT 2" O.C.

- 1. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 2. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 3. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 4. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 5. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 6. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 7. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 8. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 9. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.
- 10. CHECK ALL DIMENSIONS AND CONDITIONS BEFORE WORK.

| NO. | DESCRIPTION        | DATE     |
|-----|--------------------|----------|
| 1   | ISSUED FOR PERMITS | 10/15/03 |
| 2   | ISSUED FOR PERMITS | 10/15/03 |
| 3   | ISSUED FOR PERMITS | 10/15/03 |
| 4   | ISSUED FOR PERMITS | 10/15/03 |
| 5   | ISSUED FOR PERMITS | 10/15/03 |
| 6   | ISSUED FOR PERMITS | 10/15/03 |
| 7   | ISSUED FOR PERMITS | 10/15/03 |
| 8   | ISSUED FOR PERMITS | 10/15/03 |
| 9   | ISSUED FOR PERMITS | 10/15/03 |
| 10  | ISSUED FOR PERMITS | 10/15/03 |

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 PHONE: 208-665-2005 FAX: 208-415-0227  
 WWW.BLACKROCKID.COM



**STRUCTURAL ENGINEER**  
 NAME: [Name]  
 LICENSE NO.: [License No.]  
 EXPIRES: [Date]

**DATE:** [Date]

**SCALE:** [Scale]

**PROJECT:** [Project Name]

**CLIENT:** [Client Name]

**LOCATION:** [Location]



**COTTAGE 2 FLR**

**DATE:** 10/15/03

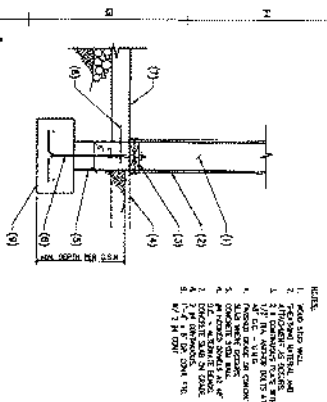
**SCALE:** 1/8" = 1'-0"

**PROJECT:** COTTAGE 2 FLR

**CLIENT:** BLACK ROCK DEVELOPMENT, INC.

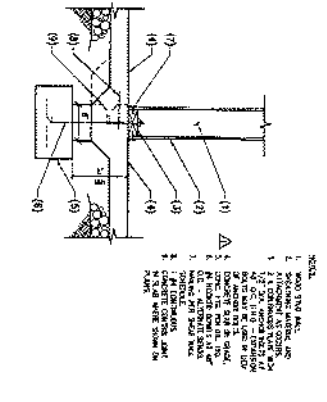
**LOCATION:** [Location]

**3.1.1**



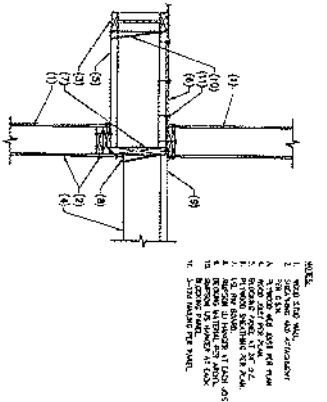
100 EXTERIOR WOOD STUD WALL FINISHING  
NO SCALE

- NOTES:
1. WOOD STUD WALL.
  2. EXTERIOR FINISHING AND SHEATHING.
  3. 1/2" GYPSUM BOARD OVER STUDS.
  4. 1/2" GYPSUM BOARD OVER STUDS.
  5. 1/2" GYPSUM BOARD OVER STUDS.
  6. 1/2" GYPSUM BOARD OVER STUDS.
  7. 1/2" GYPSUM BOARD OVER STUDS.
  8. 1/2" GYPSUM BOARD OVER STUDS.
  9. 1/2" GYPSUM BOARD OVER STUDS.



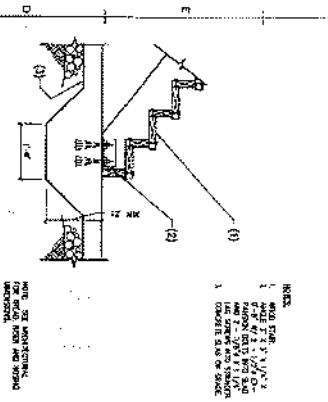
101 INTERIOR WOOD STUD WALL FINISHING  
NO SCALE

- NOTES:
1. WOOD STUD WALL.
  2. INTERIOR FINISHING AND SHEATHING.
  3. 1/2" GYPSUM BOARD OVER STUDS.
  4. 1/2" GYPSUM BOARD OVER STUDS.
  5. 1/2" GYPSUM BOARD OVER STUDS.
  6. 1/2" GYPSUM BOARD OVER STUDS.
  7. 1/2" GYPSUM BOARD OVER STUDS.
  8. 1/2" GYPSUM BOARD OVER STUDS.
  9. 1/2" GYPSUM BOARD OVER STUDS.



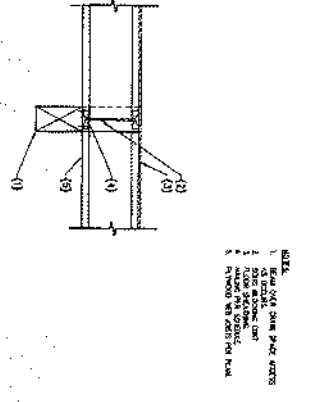
102 FINISHED WOOD STUD WALL FINISHING AT INTERIOR  
NO SCALE

- NOTES:
1. FINISHED WOOD STUD WALL.
  2. INTERIOR FINISHING AND SHEATHING.
  3. 1/2" GYPSUM BOARD OVER STUDS.
  4. 1/2" GYPSUM BOARD OVER STUDS.
  5. 1/2" GYPSUM BOARD OVER STUDS.
  6. 1/2" GYPSUM BOARD OVER STUDS.
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  8. 1/2" GYPSUM BOARD OVER STUDS.
  9. 1/2" GYPSUM BOARD OVER STUDS.



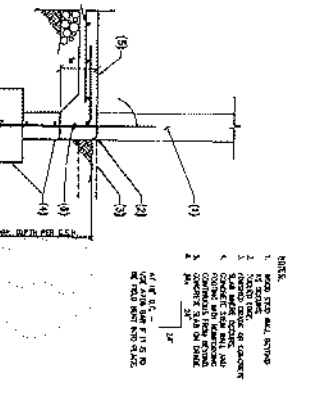
103 WOOD STUD CHANGING CONNECTION AT SLAB ON GROUND  
NO SCALE

- NOTES:
1. WOOD STUD.
  2. WOOD STUD CHANGING CONNECTION.
  3. WOOD STUD CHANGING CONNECTION.
  4. WOOD STUD CHANGING CONNECTION.
  5. WOOD STUD CHANGING CONNECTION.
  6. WOOD STUD CHANGING CONNECTION.
  7. WOOD STUD CHANGING CONNECTION.
  8. WOOD STUD CHANGING CONNECTION.
  9. WOOD STUD CHANGING CONNECTION.



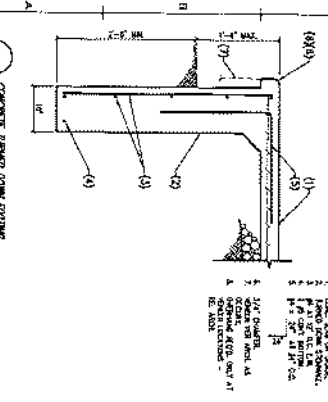
104 TYPICAL CONCRETE STAIRS ON GRADE  
NO SCALE

- NOTES:
1. CONCRETE SLAB ON GRADE.
  2. CONCRETE STAIRS ON GRADE.
  3. CONCRETE STAIRS ON GRADE.
  4. CONCRETE STAIRS ON GRADE.
  5. CONCRETE STAIRS ON GRADE.
  6. CONCRETE STAIRS ON GRADE.
  7. CONCRETE STAIRS ON GRADE.
  8. CONCRETE STAIRS ON GRADE.
  9. CONCRETE STAIRS ON GRADE.



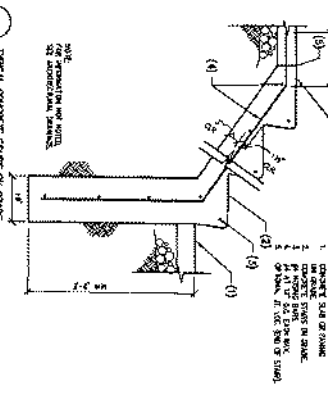
105 EXTERIOR WOOD STUD WALL FINISHING AT INTERIOR  
NO SCALE

- NOTES:
1. EXTERIOR WOOD STUD WALL.
  2. EXTERIOR WOOD STUD WALL.
  3. EXTERIOR WOOD STUD WALL.
  4. EXTERIOR WOOD STUD WALL.
  5. EXTERIOR WOOD STUD WALL.
  6. EXTERIOR WOOD STUD WALL.
  7. EXTERIOR WOOD STUD WALL.
  8. EXTERIOR WOOD STUD WALL.
  9. EXTERIOR WOOD STUD WALL.



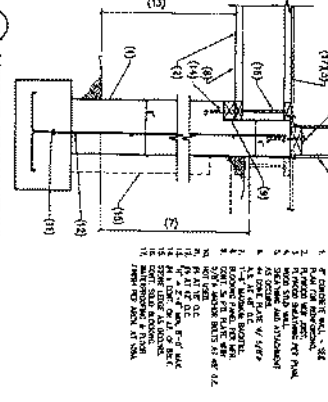
106 CONCRETE TYPICAL DOWN FINISHING  
NO SCALE

- NOTES:
1. CONCRETE SLAB ON GRADE.
  2. CONCRETE TYPICAL DOWN FINISHING.
  3. CONCRETE TYPICAL DOWN FINISHING.
  4. CONCRETE TYPICAL DOWN FINISHING.
  5. CONCRETE TYPICAL DOWN FINISHING.
  6. CONCRETE TYPICAL DOWN FINISHING.
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  8. CONCRETE TYPICAL DOWN FINISHING.
  9. CONCRETE TYPICAL DOWN FINISHING.



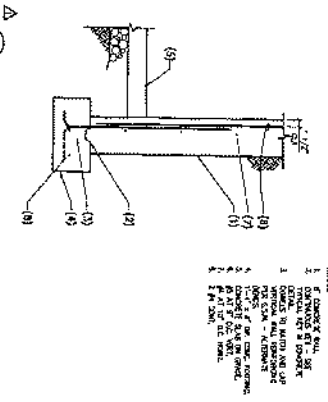
107 TYPICAL CONCRETE STAIRS ON GRADE  
NO SCALE

- NOTES:
1. CONCRETE SLAB ON GRADE.
  2. CONCRETE STAIRS ON GRADE.
  3. CONCRETE STAIRS ON GRADE.
  4. CONCRETE STAIRS ON GRADE.
  5. CONCRETE STAIRS ON GRADE.
  6. CONCRETE STAIRS ON GRADE.
  7. CONCRETE STAIRS ON GRADE.
  8. CONCRETE STAIRS ON GRADE.
  9. CONCRETE STAIRS ON GRADE.



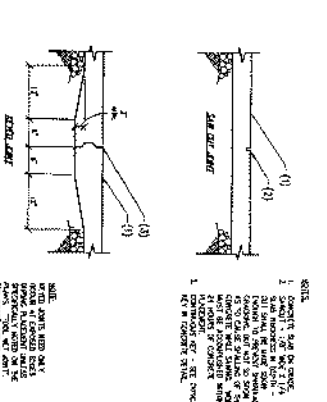
108 ALIGNED WOOD STUD AT CONCRETE WALL  
NO SCALE

- NOTES:
1. CONCRETE WALL.
  2. ALIGNED WOOD STUD AT CONCRETE WALL.
  3. ALIGNED WOOD STUD AT CONCRETE WALL.
  4. ALIGNED WOOD STUD AT CONCRETE WALL.
  5. ALIGNED WOOD STUD AT CONCRETE WALL.
  6. ALIGNED WOOD STUD AT CONCRETE WALL.
  7. ALIGNED WOOD STUD AT CONCRETE WALL.
  8. ALIGNED WOOD STUD AT CONCRETE WALL.
  9. ALIGNED WOOD STUD AT CONCRETE WALL.



109 CONCRETE WALL FINISHING  
NO SCALE

- NOTES:
1. CONCRETE WALL.
  2. CONCRETE WALL FINISHING.
  3. CONCRETE WALL FINISHING.
  4. CONCRETE WALL FINISHING.
  5. CONCRETE WALL FINISHING.
  6. CONCRETE WALL FINISHING.
  7. CONCRETE WALL FINISHING.
  8. CONCRETE WALL FINISHING.
  9. CONCRETE WALL FINISHING.



110 CONCRETE FINISH W/ CONCRETE SLAB ON GROUND  
NO SCALE

- NOTES:
1. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.
  2. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.
  3. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.
  4. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.
  5. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.
  6. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.
  7. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.
  8. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.
  9. CONCRETE FINISH W/ CONCRETE SLAB ON GROUND.

**BLACK ROCK DEVELOPMENT, INC.**  
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 WWW.BLACKROCKISLAND.COM

**PORTAGE 2 FIRE**

54.1

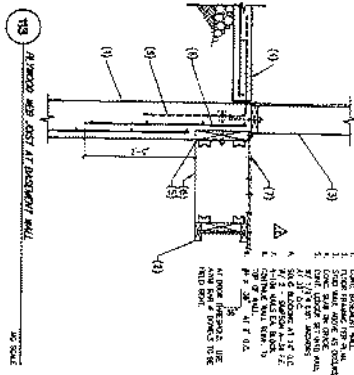
**BLACK ROCK**

STRUCTURAL ENGINEER  
 1000 N. W. 10th Ave., Suite 100  
 Ft. Lauderdale, FL 33309  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 Email: info@blackrock.com

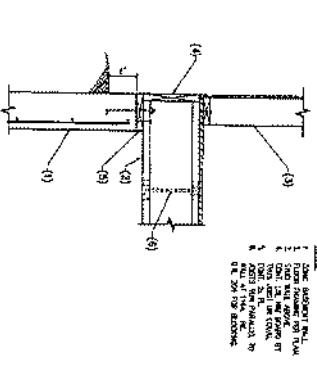
DATE: 08/11/11  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: J. L. BROWN  
 PROJECT: PORTAGE 2 FIRE

1000 N. W. 10th Ave., Suite 100  
 Ft. Lauderdale, FL 33309  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 Email: info@blackrock.com

A B C D E F G H



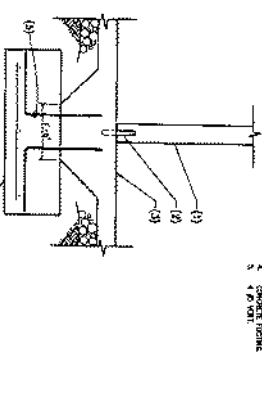
- NOTES:
1. CONC. BASEMENT WALL.
  2. 2" X 4" JOIST.
  3. 1/2" X 1/2" X 1/2" BRICK.
  4. 1/2" X 1/2" X 1/2" BRICK.
  5. 1/2" X 1/2" X 1/2" BRICK.
  6. 1/2" X 1/2" X 1/2" BRICK.
  7. 1/2" X 1/2" X 1/2" BRICK.
  8. 1/2" X 1/2" X 1/2" BRICK.
  9. 1/2" X 1/2" X 1/2" BRICK.
  10. 1/2" X 1/2" X 1/2" BRICK.
  11. 1/2" X 1/2" X 1/2" BRICK.



- NOTES:
1. CONC. BASEMENT WALL.
  2. 2" X 4" JOIST.
  3. 1/2" X 1/2" X 1/2" BRICK.
  4. 1/2" X 1/2" X 1/2" BRICK.
  5. 1/2" X 1/2" X 1/2" BRICK.
  6. 1/2" X 1/2" X 1/2" BRICK.

114 WINDOW WITH JOIST AT BASEMENT WALL

- NOTES:
1. CONC. BASEMENT WALL.
  2. 2" X 4" JOIST.
  3. 1/2" X 1/2" X 1/2" BRICK.
  4. 1/2" X 1/2" X 1/2" BRICK.
  5. 1/2" X 1/2" X 1/2" BRICK.
  6. 1/2" X 1/2" X 1/2" BRICK.



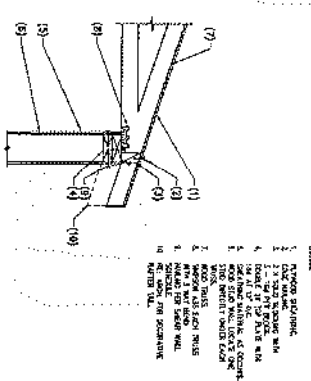
- NOTES:
1. CONC. BASEMENT WALL.
  2. 2" X 4" JOIST.
  3. 1/2" X 1/2" X 1/2" BRICK.
  4. 1/2" X 1/2" X 1/2" BRICK.

115 WINDOW WITH JOIST AT BASEMENT WALL

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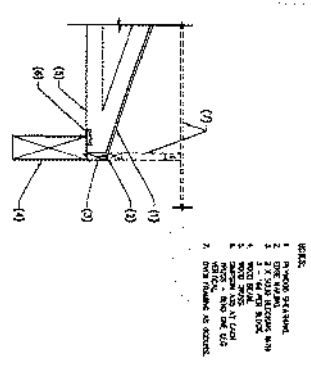


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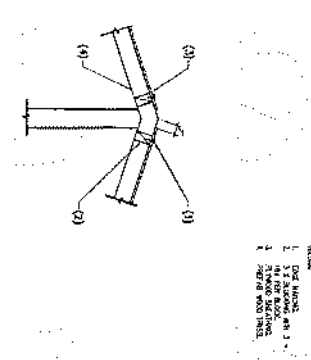
- NOTES:
1. WOOD JOIST
  2. MASONRY WALL
  3. METAL HANGER
  4. METAL PLATE
  5. METAL PLATE
  6. METAL PLATE
  7. METAL PLATE
  8. METAL PLATE
  9. METAL PLATE
  10. METAL PLATE
  11. METAL PLATE
  12. METAL PLATE
  13. METAL PLATE
  14. METAL PLATE
  15. METAL PLATE
  16. METAL PLATE
  17. METAL PLATE
  18. METAL PLATE
  19. METAL PLATE
  20. METAL PLATE

270 WOOD JOIST AT WOOD SIDE WALL  
NO SCALE



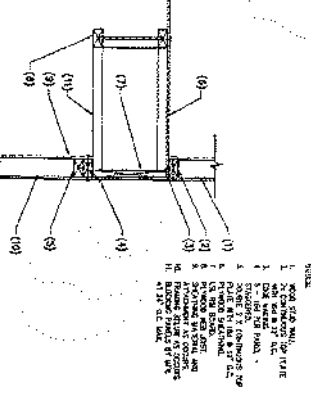
- NOTES:
1. WOOD JOIST
  2. WOOD BEAM
  3. METAL HANGER
  4. METAL PLATE
  5. METAL PLATE
  6. METAL PLATE
  7. METAL PLATE
  8. METAL PLATE
  9. METAL PLATE
  10. METAL PLATE
  11. METAL PLATE
  12. METAL PLATE
  13. METAL PLATE
  14. METAL PLATE
  15. METAL PLATE
  16. METAL PLATE
  17. METAL PLATE
  18. METAL PLATE
  19. METAL PLATE
  20. METAL PLATE

271 WOOD JOIST AT WOOD BEAM  
NO SCALE



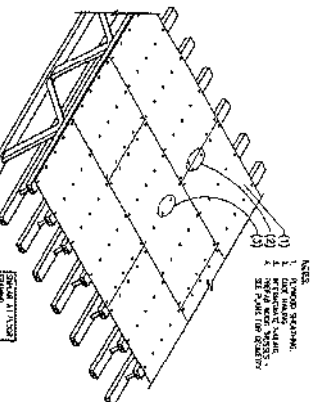
- NOTES:
1. PLYWOOD SEALING
  2. WOOD JOIST
  3. METAL HANGER
  4. METAL PLATE
  5. METAL PLATE
  6. METAL PLATE
  7. METAL PLATE
  8. METAL PLATE
  9. METAL PLATE
  10. METAL PLATE
  11. METAL PLATE
  12. METAL PLATE
  13. METAL PLATE
  14. METAL PLATE
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  17. METAL PLATE
  18. METAL PLATE
  19. METAL PLATE
  20. METAL PLATE

272 PLYWOOD SEALING AT ROOF LINE  
NO SCALE



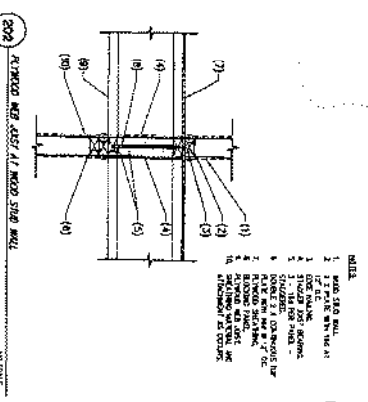
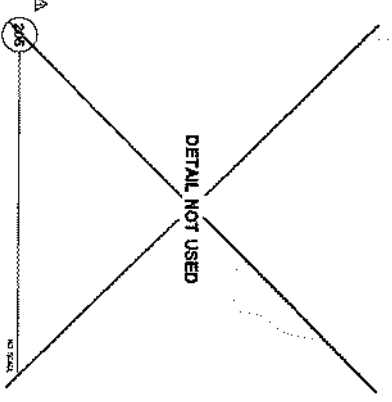
- NOTES:
1. PLYWOOD SHEATHING
  2. WOOD JOIST
  3. METAL HANGER
  4. METAL PLATE
  5. METAL PLATE
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  19. METAL PLATE
  20. METAL PLATE

273 PLYWOOD SHEATHING AT WOOD SIDE WALL  
NO SCALE



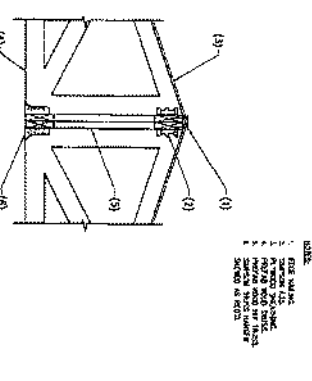
- NOTES:
1. PLYWOOD SHEATHING
  2. WOOD JOIST
  3. METAL HANGER
  4. METAL PLATE
  5. METAL PLATE
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  7. METAL PLATE
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  19. METAL PLATE
  20. METAL PLATE

274 PLYWOOD SHEATHING AT PLYWOOD WOOD JOIST  
NO SCALE



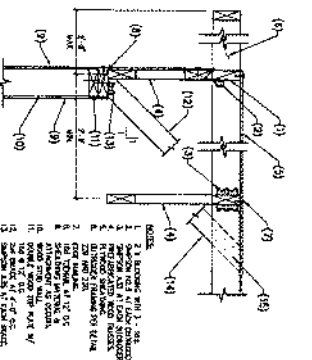
- NOTES:
1. PLYWOOD SHEATHING
  2. WOOD JOIST
  3. METAL HANGER
  4. METAL PLATE
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  7. METAL PLATE
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  19. METAL PLATE
  20. METAL PLATE

276 PLYWOOD SHEATHING AT WOOD SIDE WALL  
NO SCALE



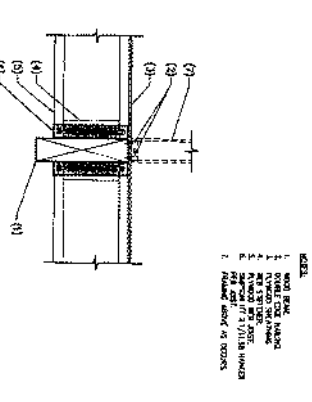
- NOTES:
1. PLYWOOD SHEATHING
  2. WOOD JOIST
  3. METAL HANGER
  4. METAL PLATE
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277 PLYWOOD SHEATHING AT PLYWOOD JOIST  
NO SCALE



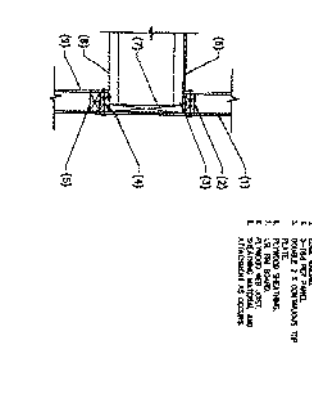
- NOTES:
1. PLYWOOD SHEATHING
  2. WOOD JOIST
  3. METAL HANGER
  4. METAL PLATE
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278 PLYWOOD SHEATHING AT PLYWOOD JOIST  
NO SCALE



- NOTES:
1. PLYWOOD SHEATHING
  2. WOOD JOIST
  3. METAL HANGER
  4. METAL PLATE
  5. METAL PLATE
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  20. METAL PLATE

279 PLYWOOD SHEATHING AT PLYWOOD JOIST  
NO SCALE



- NOTES:
1. PLYWOOD SHEATHING
  2. WOOD JOIST
  3. METAL HANGER
  4. METAL PLATE
  5. METAL PLATE
  6. METAL PLATE
  7. METAL PLATE
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  20. METAL PLATE

280 PLYWOOD SHEATHING AT PLYWOOD JOIST  
NO SCALE

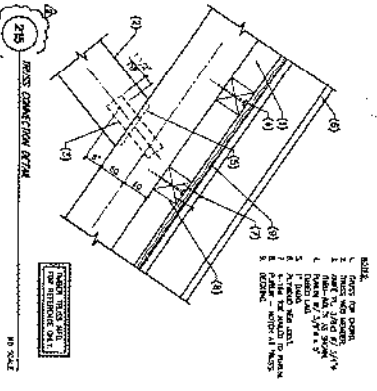
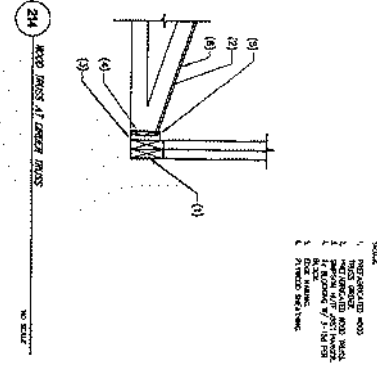
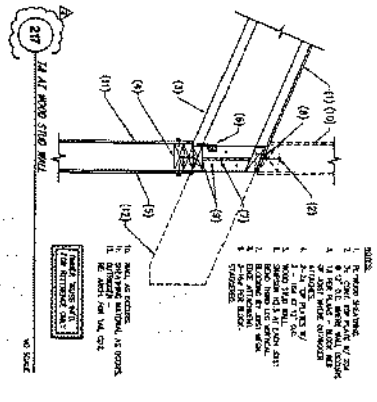
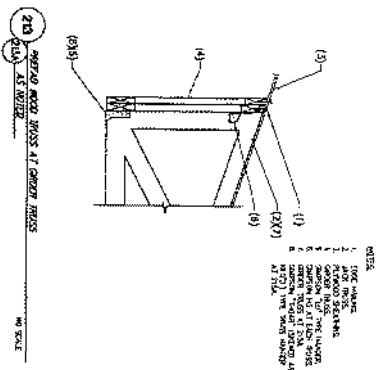
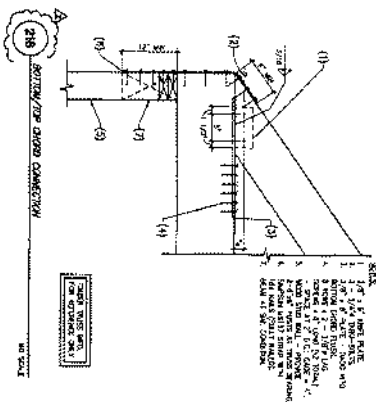


PROJECT: Cottage 2 Flr  
 LOCATION: 512 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKINC.COM



BLACK ROCK DEVELOPMENT, INC.  
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 WWW.BLACKROCKINC.COM

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100  
 COTTAGE 2 FLR  
 SHEET NO. 101  
 DATE: 10/18/10  
 DRAWN BY: DLS  
 CHECKED BY: DLS  
 APPROVED BY: DLS



**BLACK ROCK DEVELOPMENT, INC.**  
 P.O. BOX 3070  
 912 NORTHWEST BOULEVARD  
 COEUR D'ALENE, IDAHO 83816  
 PHONE: 208-665-2005 FAX: 208-416-0327  
 WWW.BLACKROCKIDAH.COM

**5512**

**PROJECT:** COTTAGE 2 FLR  
**DATE:** 08-14-09  
**SCALE:** AS SHOWN  
**DESIGNER:** SSI  
**CHECKER:** SSI  
**APPROVER:** SSI



**Professional Engineer**  
 License No. 10000  
 State of Idaho  
 SSI  
 10000  
 10000  
 10000  
 10000





