

1689309

STATE OF IDAHO }  
COUNTY OF COCOTENAI } ss  
AT THE REQUEST OF  
Blackrock Development

JUL 31 11 46 AM '01

DANIEL J. ENGLISH

DEFUTY

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



Coeur d'Alene  
**BLACK ROCK**

COVENANTS, CONDITIONS AND RESTRICTIONS

## Table of Contents

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b>Article 1</b>	<b>STATEMENT and PURPOSE and IMPOSITION OF COVENANTS</b>	
1.1.	Owner	1
1.2.	Purpose	1
1.3.	Right to Expand	2
<b>Article 2</b>	<b>DEFINITIONS</b>	
2.1.	Annexation	2
2.2.	Annual Assessment	2
2.3.	Articles of Incorporation	2
2.4.	Assessments	2
2.5.	Black Rock Documents	2
2.6.	Black Rock Homeowner's Association	2
2.7.	Black Rock Planned Unit Development	2
2.8.	Black Rock Rules and Regulations	3
2.9.	Black Rock Utilities	3
2.10.	Black Rock Utilities Board	3
2.11.	Board of Directors or Board	3
2.12.	Builder	3
2.13.	Building	3
2.14.	Building Envelope	3
2.15.	Bylaws	3
2.16.	Club	3
2.17.	Club Property	3
2.18.	Common Area	3
2.19.	Common Expenses	4
2.20.	Community	4
2.21.	County of Kootenai	4
2.22.	Declarant	4
2.23.	Declaration of Annexation	4
2.24.	Default Assessment	4
2.25.	Default Rate	4
2.26.	Design Guidelines	4
2.27.	Design Review Committee	4
2.28.	Development Rights	4
2.29.	Director	5
2.30.	Dwelling Unit	5
2.31.	Expansion Property	5
2.32.	First Mortgage	5
2.33.	First Mortgagee	5

2.34.	Improvement(s)	5
2.35.	Lot	5
2.36.	Maintenance Fund	5
2.37.	Manager	5
2.38.	Final Development Plan	5
2.39.	Member	5
2.40.	Mortgage	6
2.41.	Mortgagee	6
2.42.	Owner	6
2.43.	Period of Declarant Control	6
2.44.	Person	6
2.45.	Plat	6
2.46.	Project	7
2.47.	Property	7
2.48.	Special Assessment	7
2.49.	Special Declarant Rights	7
2.50.	Successor Declarant	7
2.51.	Supplemental Declaration	7
<b>Article 3</b>	<b>BLACK ROCK PLANNED UNIT DEVELOPMENT</b>	
3.1.	Establishment of Planned Unit Development	7
3.2.	Declaration of Lot Boundaries	7
3.3.	Plat	7
<b>Article 4</b>	<b>BLACK ROCK HOMEOWNERS' ASSOCIATION ORGANIZATION</b>	
4.1.	Organization of the Black Rock Homeowners' Association	8
4.2.	Board of Directors and Officers	8
4.3.	Appointment of Officers and Directors by Declarant/Club	8
4.4.	Manager	8
4.5.	Committees	9
	Limitation	9
<b>Article 5</b>	<b>ASSOCIATION MEMBERSHIP</b>	
5.1.	Membership	9
5.2.	Classes of Membership	9
	Class A Membership	9
	Class B Membership	9
	Class C Membership	9
5.3.	Voting Rights	10
5.4.	Transfer of Membership	10
5.5.	Notice of Membership	10
5.6.	Owner's and Association's Addresses for Notices	10

<b>Article 6</b>	<b>POWERS AND DUTIES OF THE ASSOCIATION</b>	
6.1.	Powers	11
	Assessments	11
	Right of Enforcement	11
	Association Rules	12
	Emergency Powers	12
	Licenses, Easements and Rights-of-Way	12
6.2.	Implied Rights and Obligations	13
<b>Article 7</b>	<b>COMMON AREAS</b>	
7.1.	Association's Responsibility for Common Area	13
7.2.	Conveyance by Declarant	13
7.3.	Use of Common Area	13
7.4.	No Dedication to the Public	14
7.5.	Declarant's Right to Perform for the Account of the Association	14
7.6.	Declarant's Agreements Regarding Common Area	14
7.7.	Association's Agreements Regarding Common Area	14
7.8.	Ownership of Personal Property and Real Property for Common Use	14
<b>Article 8</b>	<b>PRIVATE ROADS AND STREETS</b>	
8.1.	Roads and Streets	15
8.2.	Conveyance by Declarant	15
<b>Article 9</b>	<b>BOOKS, RECORDS AND RESERVE ACCOUNTS</b>	
9.1.	Books and Records	15
9.2.	Reserve Account	15
9.3.	Working Capital Account	15
<b>Article 10</b>	<b>DESIGN REVIEW COMMITTEE</b>	
10.1.	Design Review Committee and Guidelines	16
10.2.	Committee Membership	17
10.3.	Purpose and General Authority	17
	Design Committee Discretion	17
	Binding Effect	17
	No Waiver of Future Approvals	17
10.4.	Organization and Operation of Committee	18

Term	18
Chairperson	18
Operations	18
Voting	18
Expert Consultation	18
Improvements Adjacent to the Club Property	18
10.5. Expenses	19
10.6. Other Requirements	19
10.7. Limitation of Liability	19
10.8. Enforcement	20
Inspection	20
Completion of Construction	20
Estoppel Certificate	20
Deemed Nuisances	21
10.9. Continuity of Construction	21
10.10. Reconstruction of Common Area	21

**Article 11 WATER AND SANITARY SEWER**

11.1. Black Rock Utilities Association	22
Ownership	22
Governance	22
11.2. Fees	22
11.3. Utilities Rules and Regulations	22
11.4. Sanitary Sewer – Initial Construction	23
Sewer Service to Lots	23
Ownership and Construction	23
Sanitary Sewer Service – Ongoing Maintenance	23
Sanitary Sewer – Fees	24
11.5. Water Service – Initial Construction	24
Potable Water	24
Potable Water Service – Ongoing Maintenance	24
Potable Water Service – Fees	25
Potable Water Meter	25
Irrigation Water Service – Ongoing Maintenance	25
Irrigation Water	26
Irrigation Water Service – Fees	26
Irrigation Water Meter	26
Landscaping Use	26
Frost-Free Hose Bibs	26
11.6. Unauthorized Hook-Up	26
11.7. Owner Repairs	27
11.8. Use of Water for Fire Fighting	27
11.9. No Liability for Interruption of Service	27

**Article 12 PROPERTY USE MAINTENANCE AND RESTRICTIONS**

12.1. General Restriction	27
12.2. Use of Lots	27
12.3. Motorized Vehicles	27
12.4. Parking	28
12.5. Auto Repair, Abandoned, Inoperable, or Oversized Vehicles	28
12.6. Excavation	29
12.7. Electrical, Television and Telephone Service	29
12.8. Sanitary Sewer	29
12.9. Water and Wells	30
12.10. Signs	30
12.11. Animals and Pets	30
Allowed Pets	30
Limitation of Number of Pets	30
Containment	30
Leashes	30
Right for Removal	30
Damage by Pets	30
Alterations to Common Area	31
Wildlife Attractants and Repellants	31
12.12. No Outside Clothesline	31
12.13. Antenna	31
12.14. Window Coverings	31
12.15. Noise	31
12.16. Drainage	31
12.17. Construction Regulations of the Design Guidelines	31
12.18. Blasting	32
12.19. Temporary Structures	32
12.20. Trash	32
12.21. Outside Burning	32
12.22. Fertilizers and Pesticides	32
12.23. Snow Clearance	32
12.24. Compliance with Laws	32
12.25. Obstructions	33
12.26. Camping and Picnicking	33
12.27. Building Code	33
12.28. Clear Vision Area and Cul-de-Sacs	33
12.29. Nuisance	33
12.30. General Practices Prohibited	33
12.31. Use of Property During Construction	34
12.32. Partition or Combination of Lots	34
12.33. Common Area – Covenants to Apply	35
12.34. Rental and Leasing	35
12.35. Enforcement	35

**Article 13 OWNERS' OBLIGATIONS FOR MAINTENANCE**

13.1. Owner's Responsibility for Lot	35
13.2. Owner's Negligence	36

**Article 14 ASSESSMENTS**

14.1. Creation of Lien and Personal Obligation for Assessments	36
14.2. Purpose of Assessments	37
14.3. Annual Assessments	37
Calculation of Annual Assessments	37
Apportionment of Annual Assessments	38
Collection	38
Date of Commencement of Annual Assessments	38
Capitalization of the Association	38
14.4. Special Assessments	39
Determination by Board	39
Apportionment and Collection of Special Assessments	39
Notice	39
14.5. Default Assessments	39
14.6. Utilities Assessments	39
14.7. General Remedies of Association for Nonpayment of Assessments	39
14.8. Assessment Lien	40
14.9. Successor's Liability for Assessment	40
14.10. Waiver of Homestead Exemption; Subordination of the Lien	41
14.11. Reallocation of Assessments Secured by Extinguished Liens	41
14.12. Exempt Property	42
14.13. Statement of Status of Assessments	42
14.14. Failure to Assess	42

**Article 15 PROPERTY RIGHTS OF OWNERS**

15.1. Owner's Easements of Access and Enjoyment	42
15.2. Easements of Record and of Use	42
15.3. Emergency Access Easement	42
15.4. Easements of Encroachment	43
15.5. Easements for Utilities, Etc.	43
15.6. Easements for Pond Maintenance and Flood Water	44
15.7. Easements to Serve Additional Property	44
15.8. Easements for Club Property	45
15.9. Easements for Private Amenity Activities	45
15.10. Right of Entry	46

**Article 16 SPECIAL DECLARANT RIGHTS and ADDITIONAL RESERVED RIGHTS**

16.1.	General Provisions	46
	Completion of Improvement	46
	Development Rights	46
	Sales Activities	47
	Easements	47
	Association Directors and Officers	47
	Order of Exercise of Declarant's Rights	47
16.2.	Supplemental Provisions Regarding Declarant's Rights	47
16.3.	Reservation for Expansion and Construction	48
16.4.	Reservations of Easements, Exceptions and Exclusions for Utilities, Infrastructure and Access	48
16.5.	Maintenance Easement	48
16.6.	Drainage Easement	49
16.7.	Declarant's Right Incident to Construction	49
16.8.	Easements Deemed Created	49

**Article 17 CLUB PROPERTY**

17.1.	Club Property	49
17.2.	Acknowledgments	50
17.3.	Assumption of Risk and Indemnification	52

**Article 18 INSURANCE AND FIDELITY BOND**

18.1.	Authority to Purchase	52
18.2.	General Insurance Provisions	52
18.3.	Physical Damage Insurance on Common Area	53
18.4.	Liability Insurance	53
18.5.	Fidelity Insurance	53
18.6.	Provisions Common to Physical Damage Insurance, Liability Named Insured	53
	Owner as Insured	54
	Authorized Representative	54
	Personal Liability Insurance of Officers and Directors	54
	Worker's Compensation Insurance	54
	Other Insurance	54
	Insurance Obtained by Owners	54

<b>Article 19</b>	<b>ASSOCIATION AS ATTORNEY-IN-FACT</b>	
	Black Rock as Attorney-In-Fact	54
<b>Article 20</b>	<b>DAMAGE OR DESTRUCTION</b>	
20.1.	Damage or Destruction of Common Area	55
	Estimate of Damages or Destruction	55
	Repair and Reconstruction	55
	Funds for Repair and Reconstruction	55
	Disbursement of Funds for Repair and Reconstruction	55
	Decision Not to Rebuild	56
20.2.	Danger or Destruction Affecting Lots	56
<b>Article 21</b>	<b>CONDEMNATION</b>	
21.1.	Rights of Owners	56
21.2.	Partial Condemnation; Distribution of Award; Reconstruction	57
21.3.	Complete Condemnation	57
<b>Article 22</b>	<b>EXPANSION AND WITHDRAWAL</b>	
22.1.	Reservation of Right to Expand	57
22.2.	Completion of Expansion	57
22.3.	Declaration of Annexation	58
22.4.	Withdrawal of Property	58
<b>Article 23</b>	<b>MORTGAGEE PROTECTIONS</b>	
23.1.	First Mortgagees' Rights	58
	Payment of Taxes and Insurance	58
	Cure of Delinquent Assessments	58
23.2.	Title Taken by First Mortgagee	58
<b>Article 24</b>	<b>ENFORCEMENT OF COVENANTS</b>	
24.1.	Violations Deemed a Nuisance	59
24.2.	Compliance	59
24.3.	Failure to Comply	59
24.4.	Who May Enforce	59
24.5.	Nonexclusive Remedies	59
24.6.	No Waiver	59
24.7.	No Liability	59
24.8.	Recovery of Costs	59

**Article 25 RESOLUTION OF DISPUTES**

25.1. Resolution of Disputes	60
25.2. Arbitration	60
Selection of Arbitrators	60

**Article 26 DURATION OF THESE COVENANTS AND AMENDMENT**

26.1. Term	60
26.2. Amendment	61
Prior to Sale of Lots	61
After Sale of Lots but During Period of Declarant Control	61
After Period of Declarant Control	61
26.3. Declarant's Approval	61
26.4. County Approval	61
26.5. Effect of Amendments	62

**Article 27 MISCELLANEOUS PROVISIONS**

27.1. Severability	62
27.2. Construction	62
27.3. Paragraph Headings	62
27.4. No Waiver	62
27.5. Limitation of Liability	62
27.6. Conflicts Between Documents	63
27.7. Assignment	63

**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

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

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.

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.

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 "Mortgage" 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.

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.

**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

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.

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

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,

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.

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.

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,

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

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

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

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

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'

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

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.

"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.

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.

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.

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

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;

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

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

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.

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

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 or services for the benefit of the Members. Such payments to this fund will not be considered advance payments of Annual Assessments.

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

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

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.

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.

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

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

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

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.

(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

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

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,

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.

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

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

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:

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 affect 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

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

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

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.

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.

**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

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, invites 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

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**

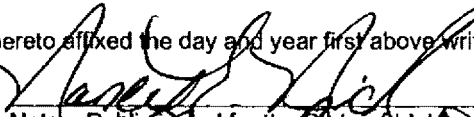
Black Rock Development, Inc.  
an Idaho Corporation

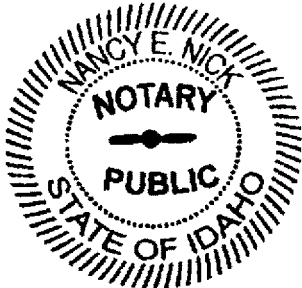
By:   
Marshall R. Chesrown, President

STATE OF IDAHO            )  
  )ss.  
County of Kootenai        )

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 day of July, 2001, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.

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

  
Notary Public in and for the State of Idaho  
Residing at East Falls, ID  
My Commission Expires: 10.31.2003



1689309

CONFORM COPY

EXHIBIT A

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

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

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

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

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

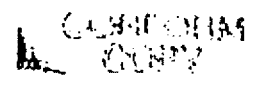
Exhibit "A"

1689309

CALIFORNIA  
SUN

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

1689309



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;

**1689309**

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:

**1689309**CONFORM  
COPY

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

Said parcel containing approximately 2.2 acres, more or less.

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

1690505

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

AUG 8 9 20 AM '01

DANIEL J. ENGLISH

DEPUTY <sup>CP</sup> ~~288.00~~ 294.00

FEES

(96 pgs)  
(98 pgs)



Coeur d'Alene  
**BLACK ROCK**

**ADDENDUM TO  
COVENANTS, CONDITIONS AND RESTRICTIONS**

1690505

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

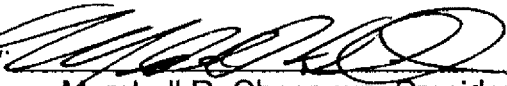
The Declarant, Black Rock Development, Inc., caused to be recorded Covenants, Conditions and Restrictions ("CC&Rs"), of Black Rock, a Planned Unit Development, dated July 30<sup>th</sup>, 2001 and recorded in the office of the Kootenai County Recorder on July 31st, 2001, as instrument number 1689309.

Attached hereto and incorporated herein by this reference, are Exhibits "B-1" through "B-91", Exhibits of Individual Lot Building Setbacks.

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

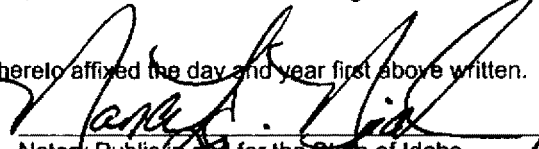
**DECLARANT**

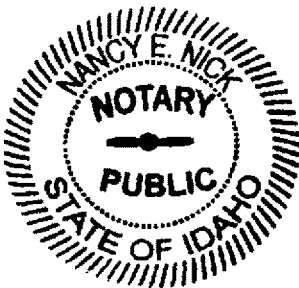
Black Rock Development, Inc.  
an Idaho Corporation

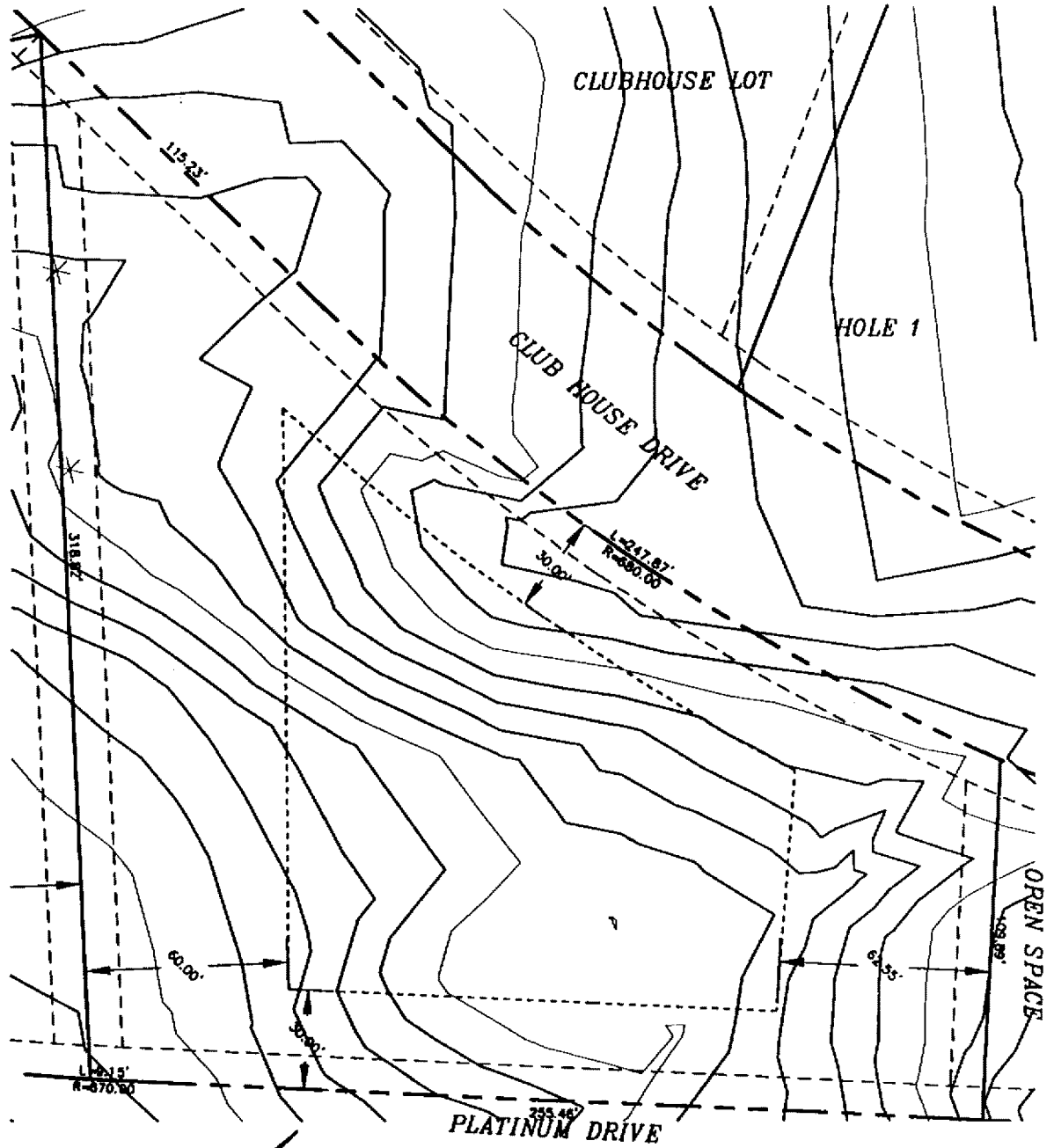
By:   
Marshall R. Chesrown, President

STATE OF IDAHO            )  
  )ss.  
County of Kootenai        )

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 8<sup>th</sup> day of August, 2001, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.

Witness my hand and official seal hereof affixed the day and year first above written.  
  
Notary Public and for the State of Idaho  
Residing at 2007 Fairview Dr  
My Commission Expires: 10-31-2003

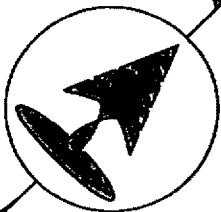




BLACK ROCK REFERENCE: LOT 1  
 PLAT OF BLACK ROCK: LOT 1, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 17,493 sf

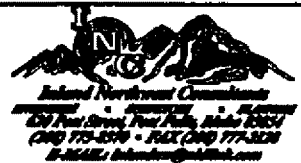
----- BUILDING ENVELOPE  
 ----- EASEMENT LINE  
 - - - - - RIGHT-OF-WAY

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



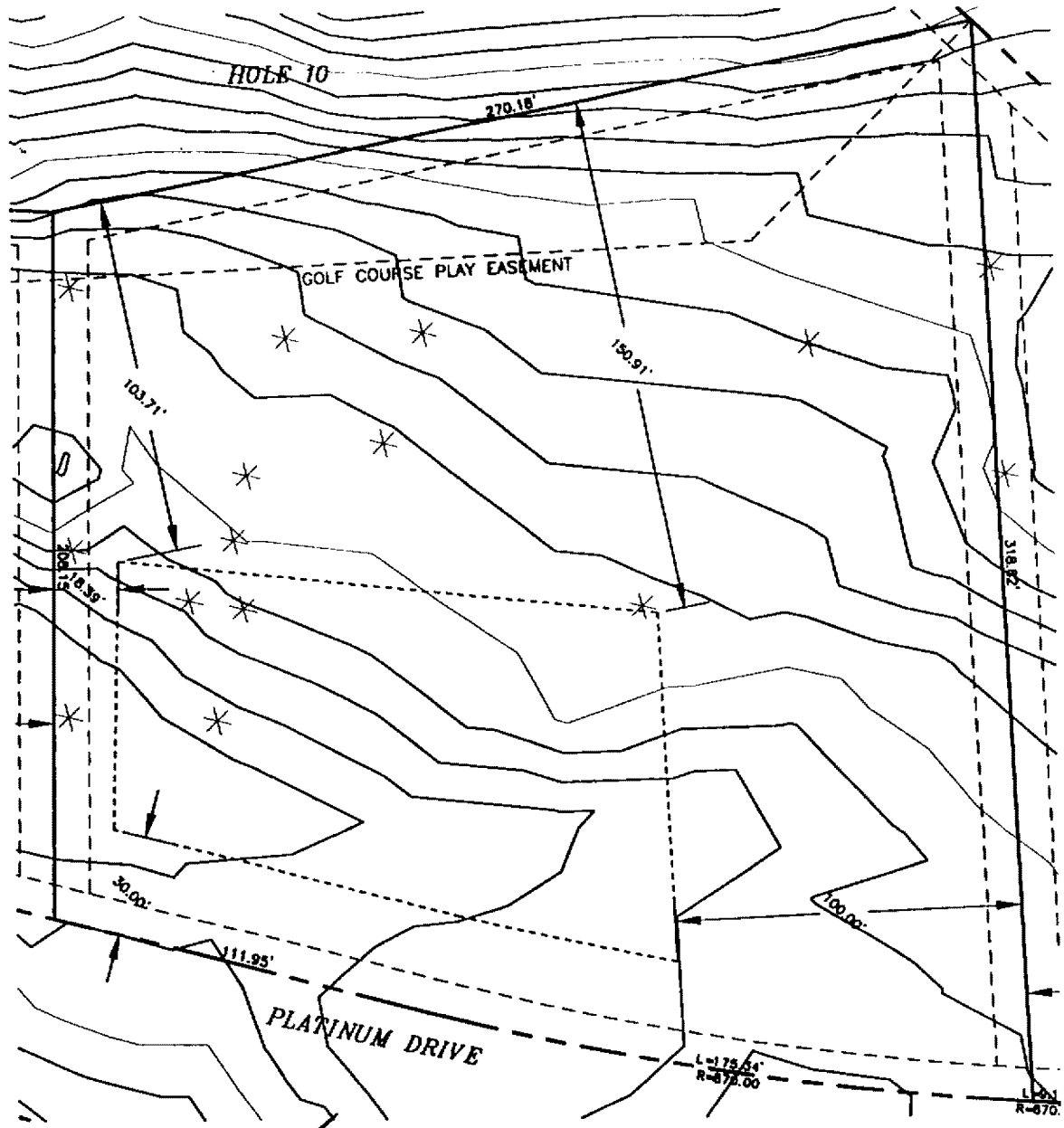
SCALE: 1"=50'

7/12/01



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

Exhibit B-1



BLACK ROCK REFERENCE: LOT 2  
 PLAT OF BLACK ROCK: LOT 2, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 14,577 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

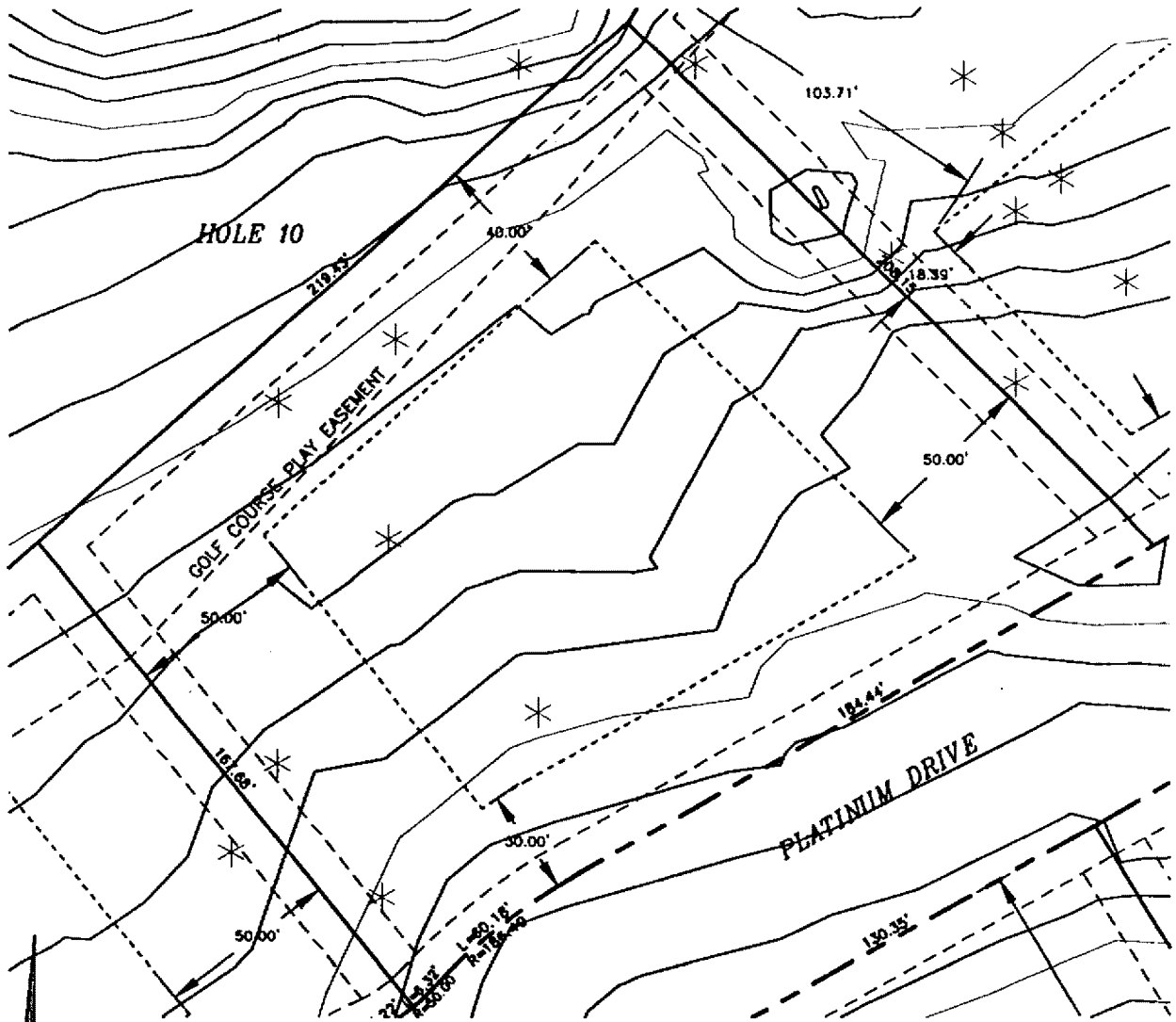
Island Northwest Consultants  
 630 First Street, Post Falls, Idaho 83854  
 (208) 773-8378 • FAX (208) 777-5178  
 B-364812; islandnw@blackrock.com

SCALE: 1"=50'

7/12/01

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

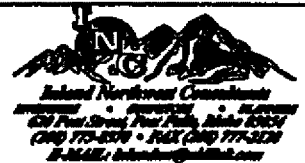
Exhibit B-2



BLACK ROCK REFERENCE: LOT 3  
 PLAT OF BLACK ROCK: LOT 3, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 14,552 sf

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

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

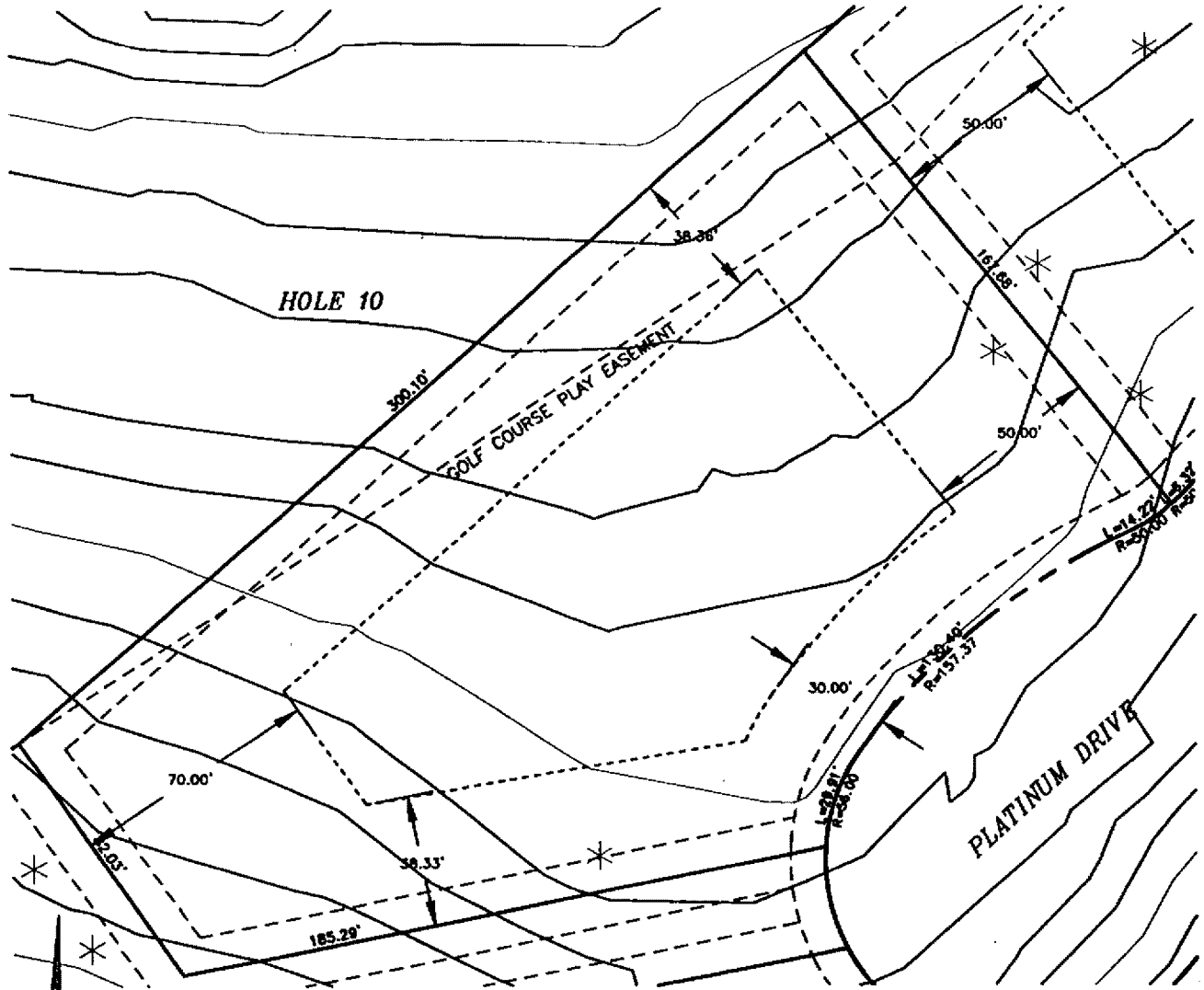


SCALE: 1"=50'

7/12/01

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

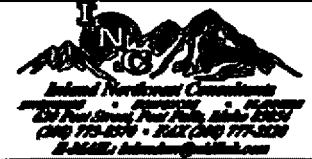
Exhibit B-3



BLACK ROCK REFERENCE: LOT 4  
 PLAT OF BLACK ROCK: LOT 4, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 25'  
 BUILDING ENVELOPE AREA: 14,653 sf

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

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

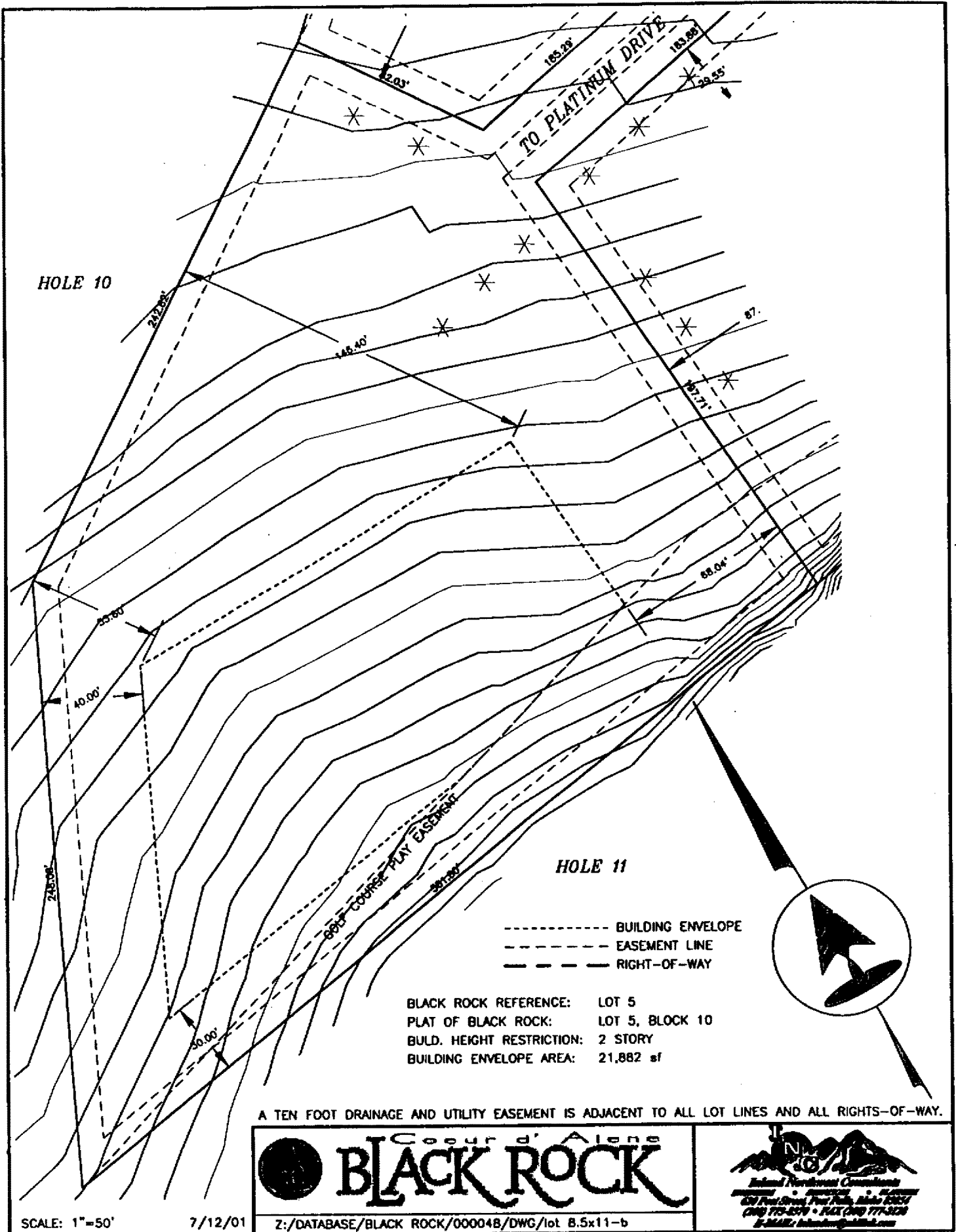


SCALE: 1"=50'

7/12/01

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

Exhibit B-4



SCALE: 1"=50'

7/12/01

Z:/DATABASE/BLACK ROCK/00004B/DWG/lot B.5x11-b

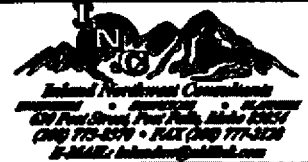
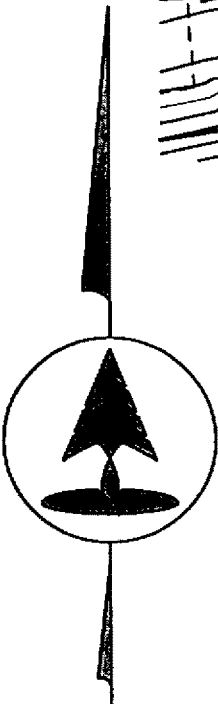
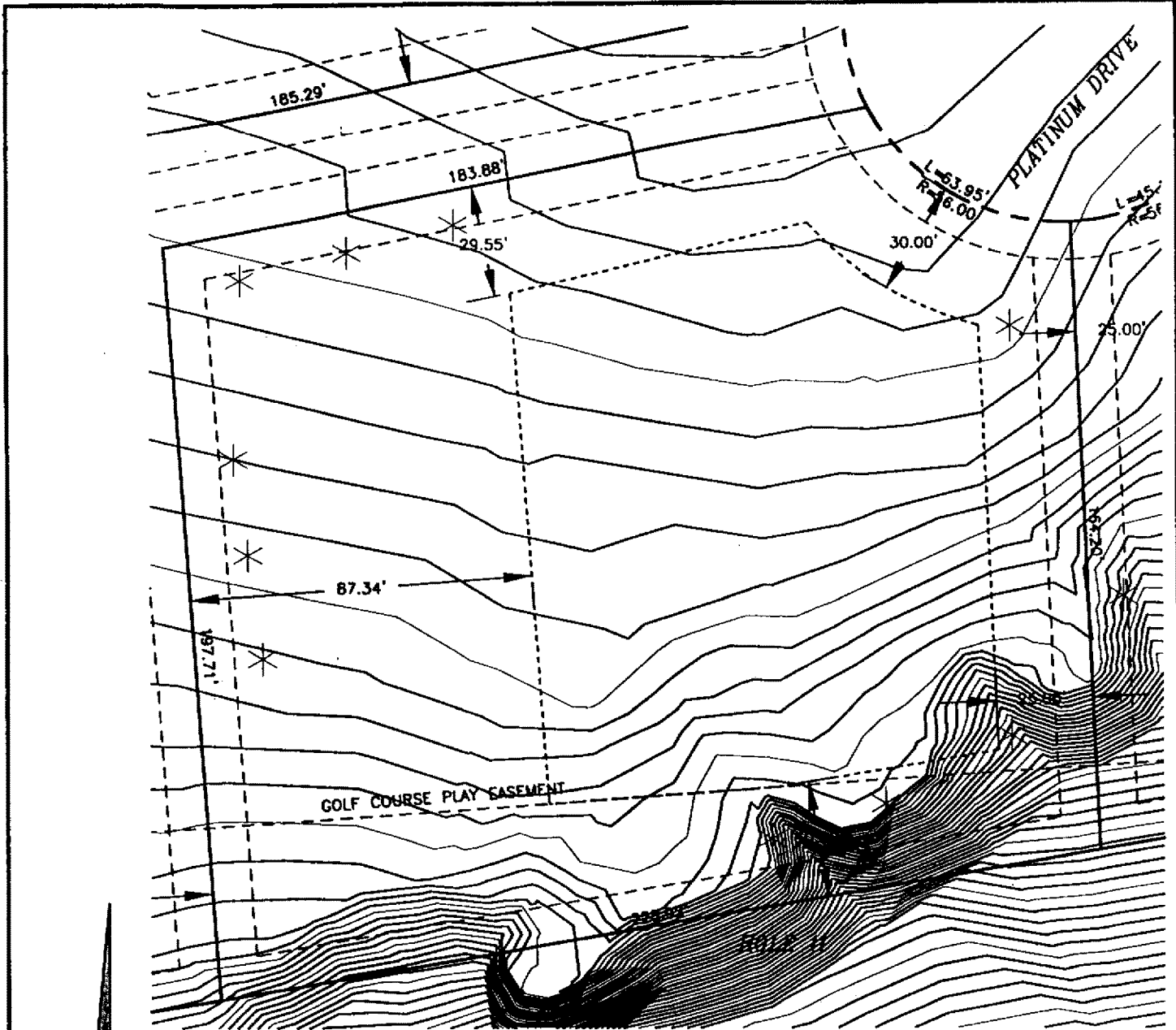
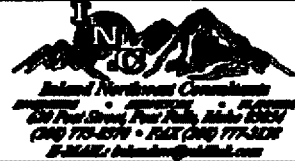


Exhibit B-5



BLACK ROCK REFERENCE:	LOT 6	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 6, BLOCK 10	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	25'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	15,915 sf		

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

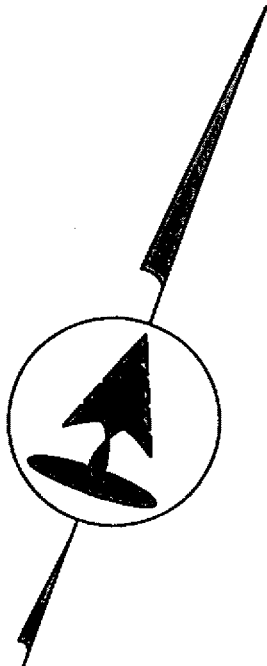
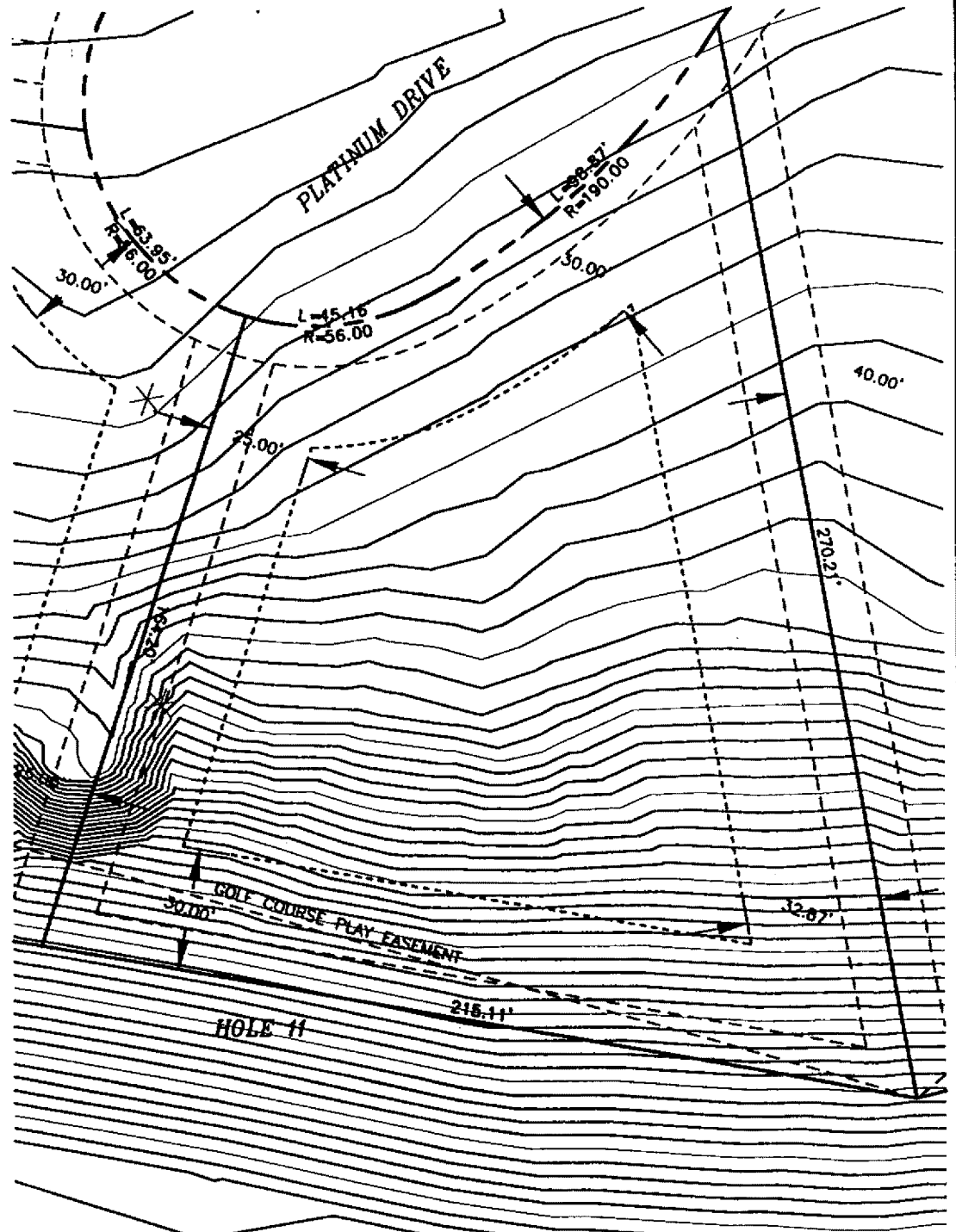


SCALE: 1"=40'

7/12/01

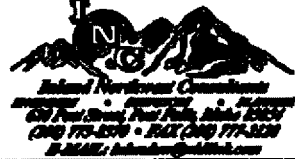
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

Exhibit B-6



BLACK ROCK REFERENCE:	LOT 7	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 7, BLOCK 10	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	25'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	13,472 sf		

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

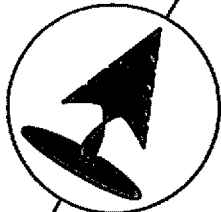
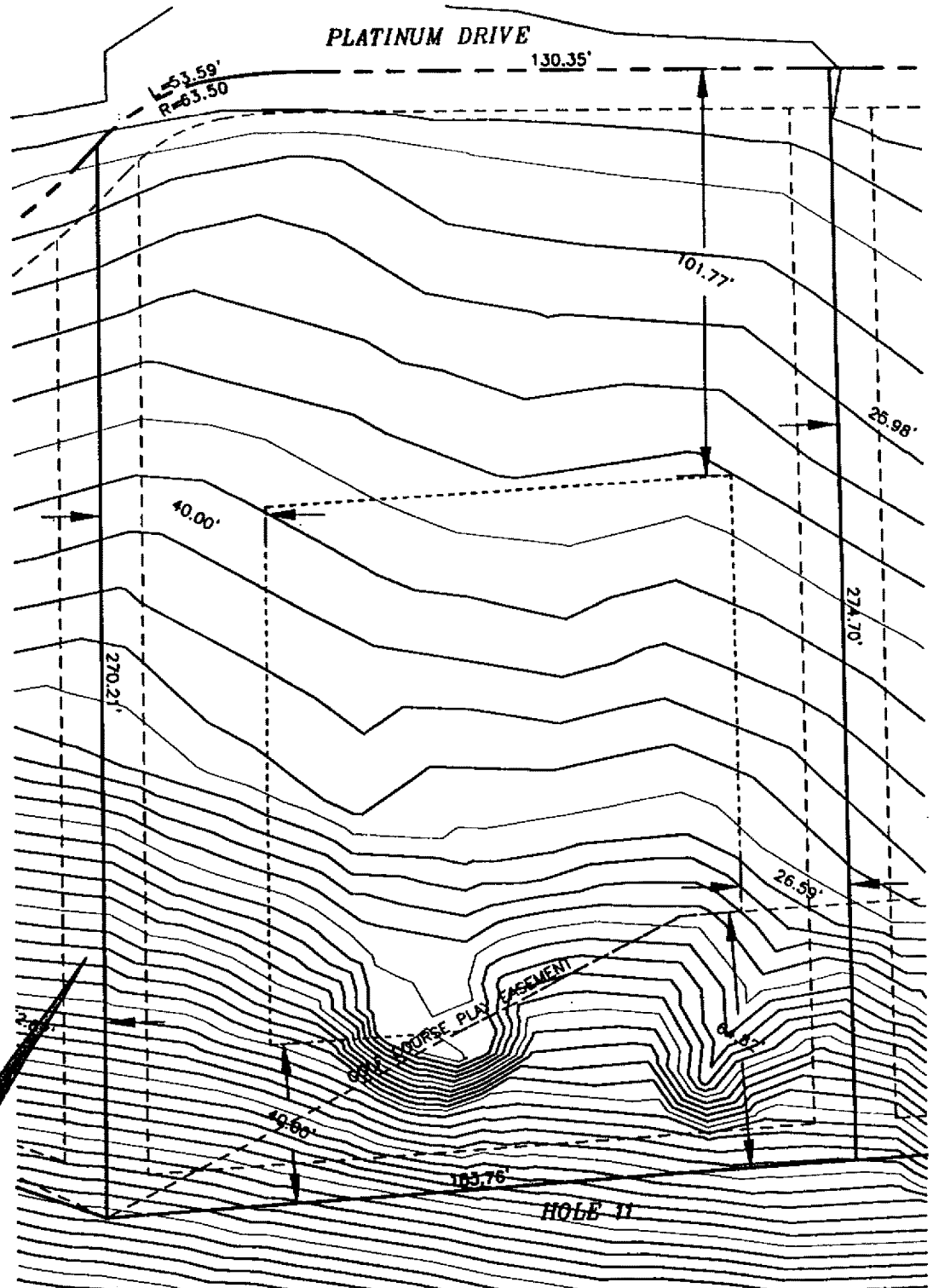


SCALE: 1"=40'

7/12/01

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

Exhibit B.7



BLACK ROCK REFERENCE: LOT 8  
 PLAT OF BLACK ROCK: LOT 8, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 25'  
 BUILDING ENVELOPE AREA: 14,543 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

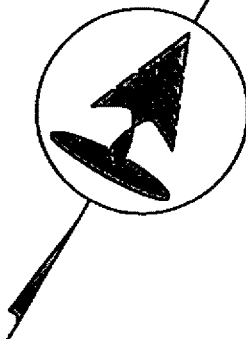
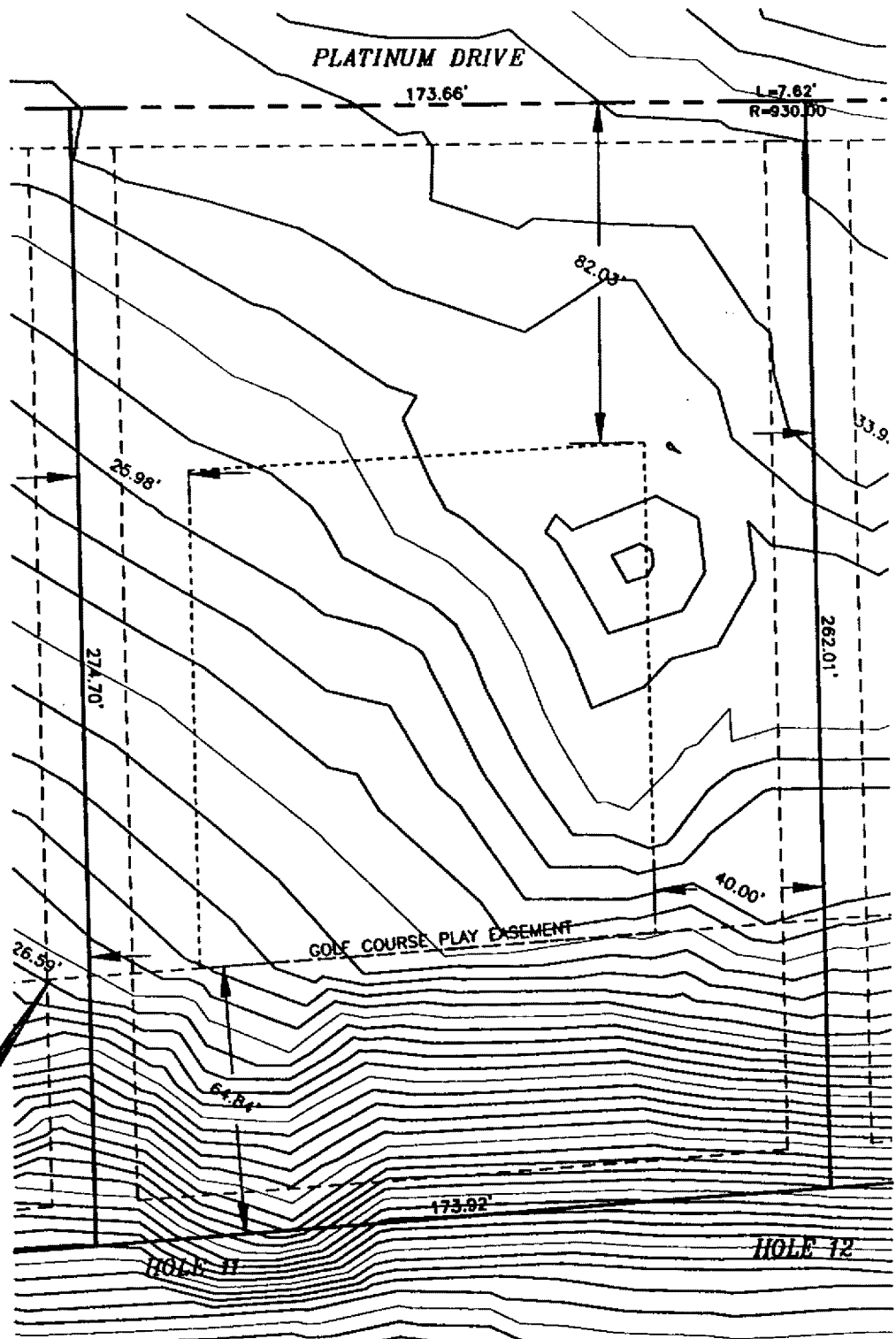
Island Northwest Consultants  
 600 First Street, Post Falls, Idaho 83854  
 (208) 773-8576 • FAX (208) 777-5270  
 WWW.IWNC.COM

SCALE: 1"=40'

7/26/01

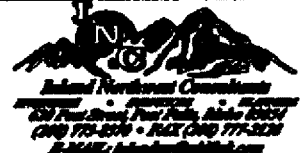
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

Exhibit B-8



BLACK ROCK REFERENCE:	LOT 9	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 9, BLOCK 10	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	22'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	12,815 sf		

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

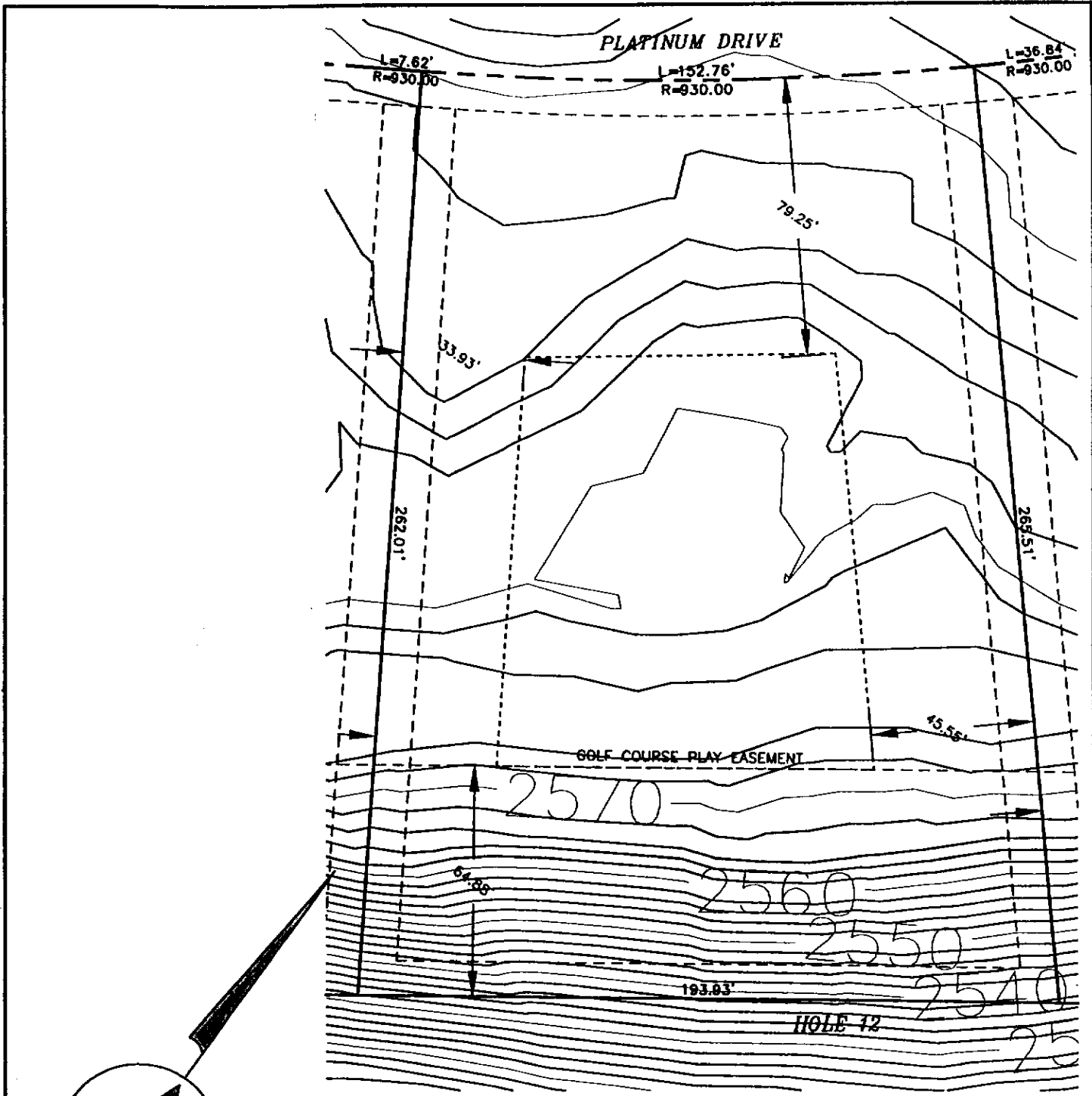


SCALE: 1"=40'

7/12/01

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

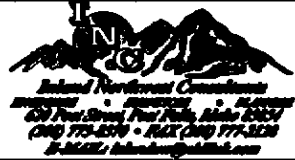
Exhibit B-9



BLACK ROCK REFERENCE: LOT 10  
 PLAT OF BLACK ROCK: LOT 10, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 11,063 sf

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

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

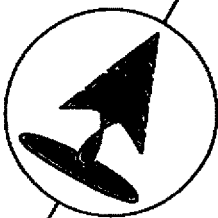
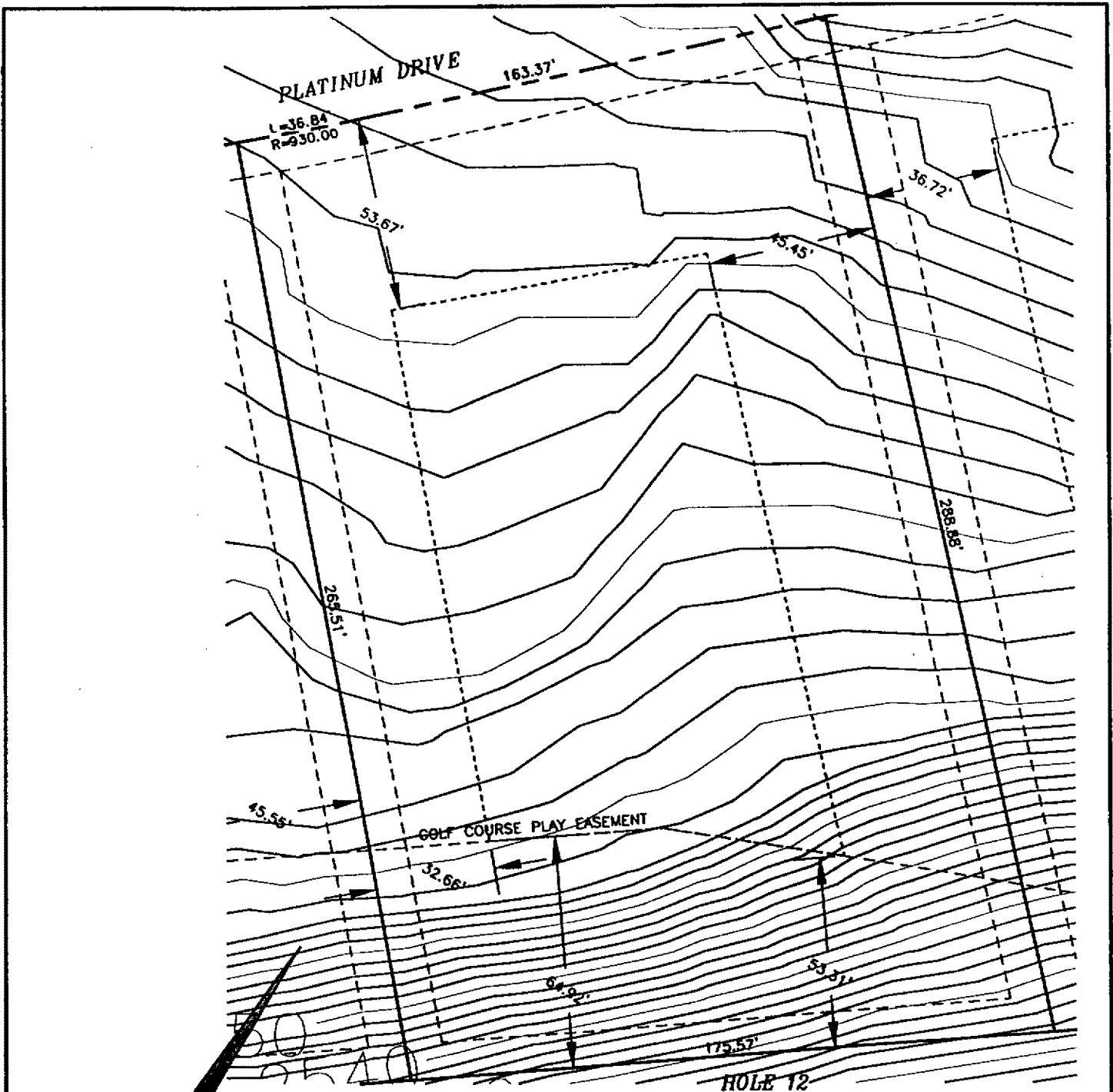


SCALE: 1"=40'

7/12/01

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

Exhibit B-10



BLACK ROCK REFERENCE:	LOT 11	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 11, BLOCK 10	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	22'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	14,305 sf		

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

Coeur d'Alene  
**BLACK ROCK**

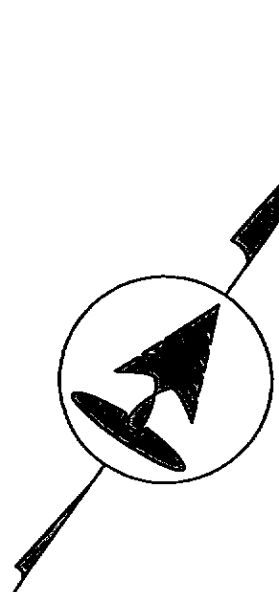
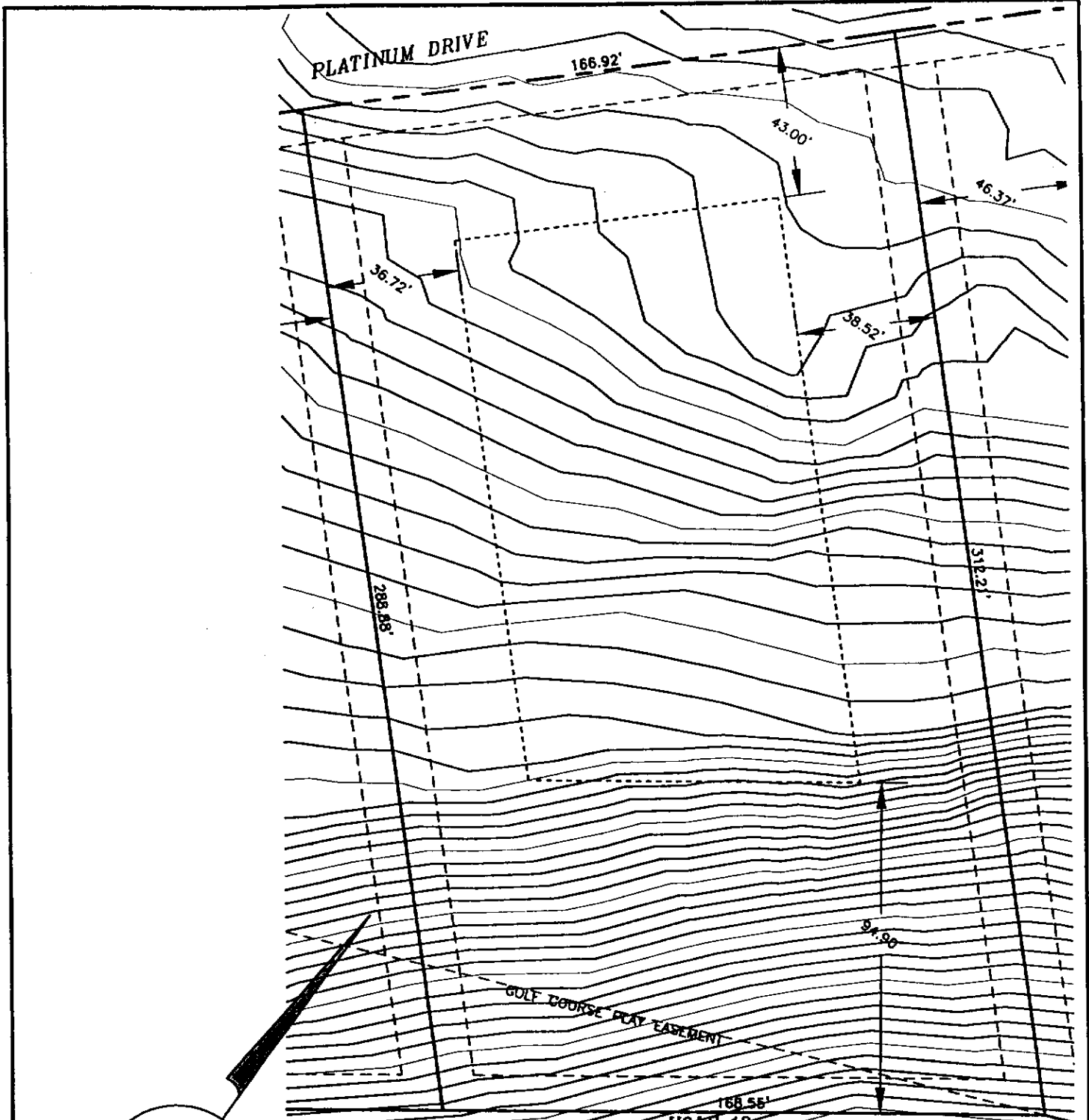
**INTEGRITY**  
 Inland Northwest Consultants  
 607 First Street, Post Falls, Idaho 83854  
 (208) 773-8000 • FAX (208) 777-5220  
 www.inlandnw.com

SCALE: 1"=40'

7/26/01

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

*Exhibit B-11*



BLACK ROCK REFERENCE: LOT 12  
 PLAT OF BLACK ROCK: LOT 12, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 14,357 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

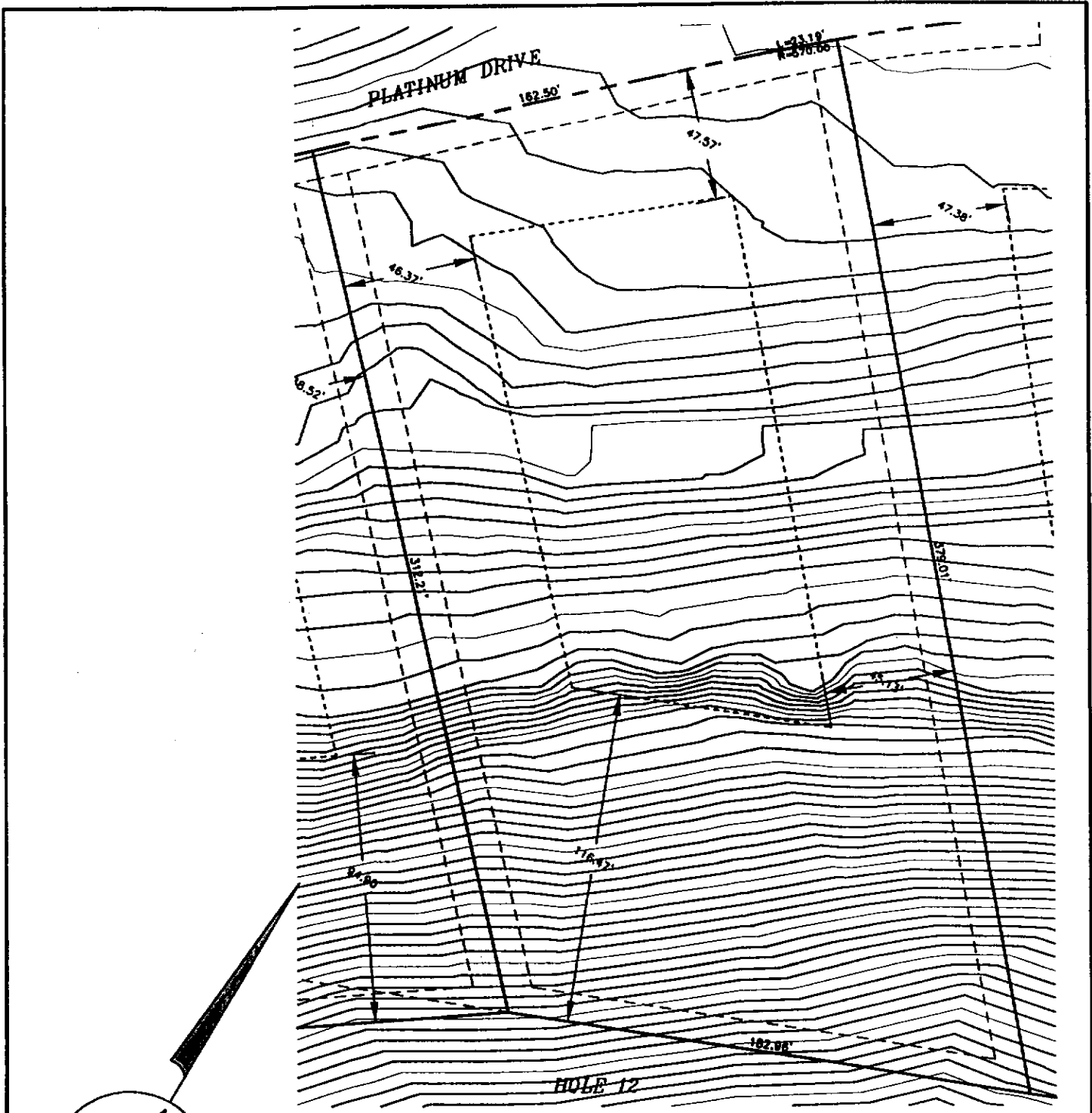
**INLAND NORTHWEST CONSULTANTS**  
 601 First Street, Suite 1000, Kelso, WA 98923  
 (253) 775-1570 • FAX (253) 777-5228  
 E-MAIL: info@inlandnw.com

SCALE: 1"=40'

7/12/01

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

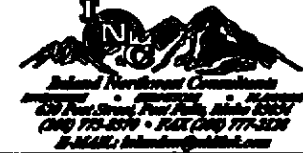
*Exhibit B-12*



BLACK ROCK REFERENCE: LOT 13  
 PLAT OF BLACK ROCK: LOT 13, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 14,460 sf

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

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

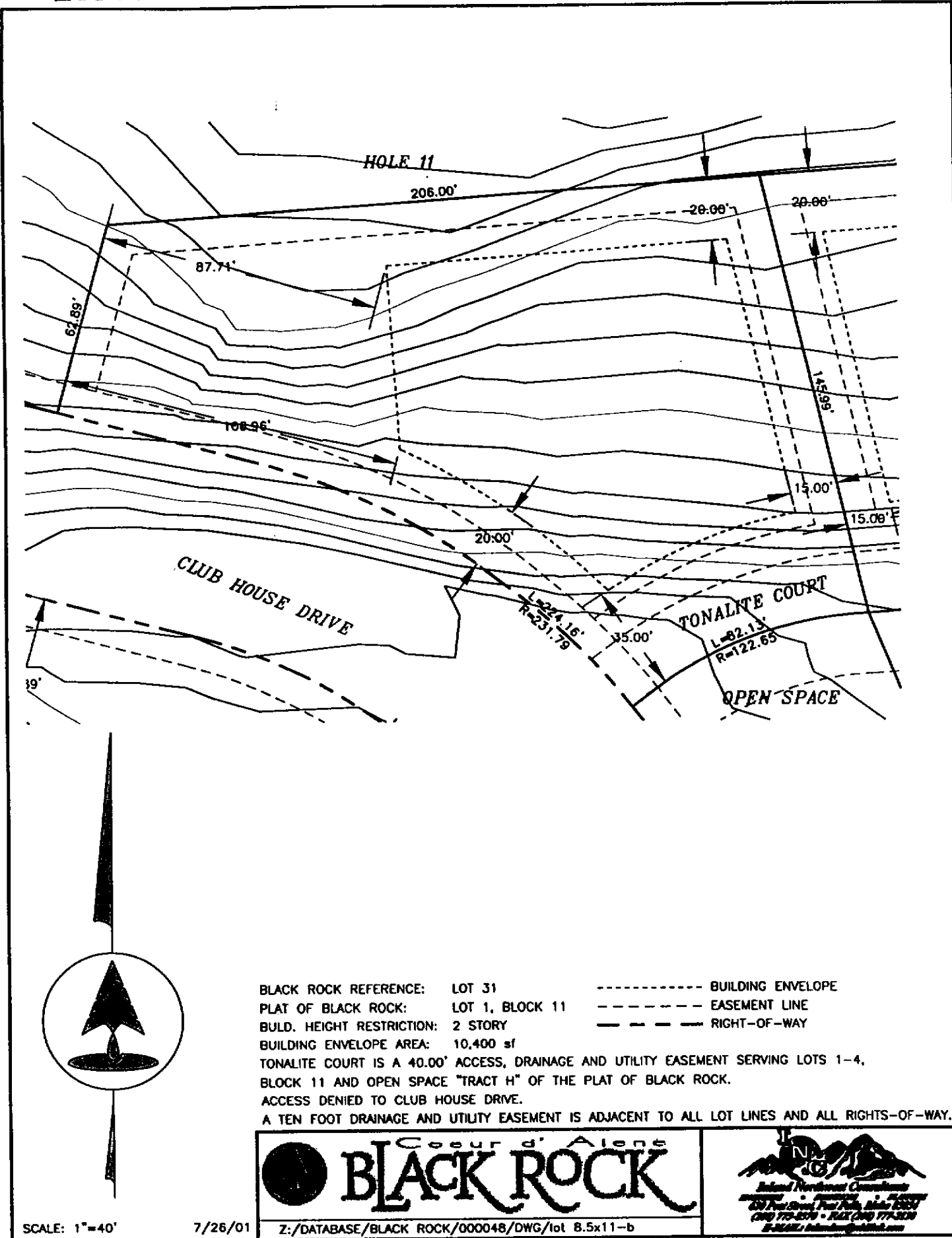


SCALE: 1"=50'

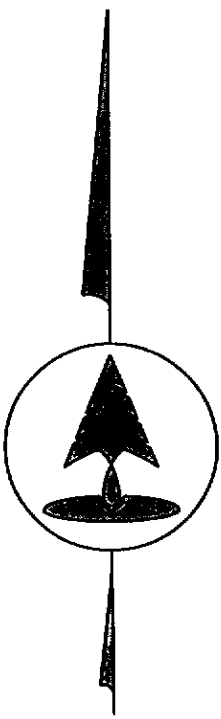
7/12/01

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

Exhibit B-13



BLACK ROCK REFERENCE: LOT 31  
 PLAT OF BLACK ROCK: LOT 1, BLOCK 11  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 10,400 sf  
 TONALITE COURT IS A 40.00' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-4, BLOCK 11 AND OPEN SPACE "TRACT H" OF THE PLAT OF BLACK ROCK.  
 ACCESS DENIED TO CLUB HOUSE DRIVE.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=40'

7/26/01

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

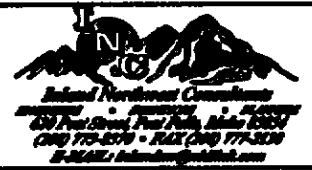
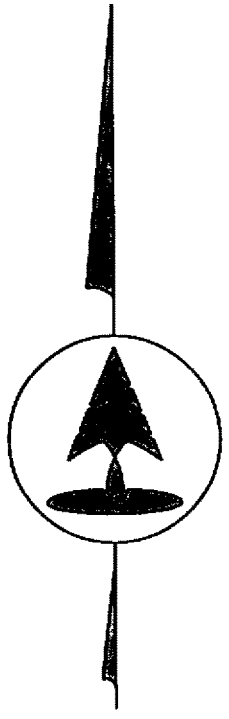
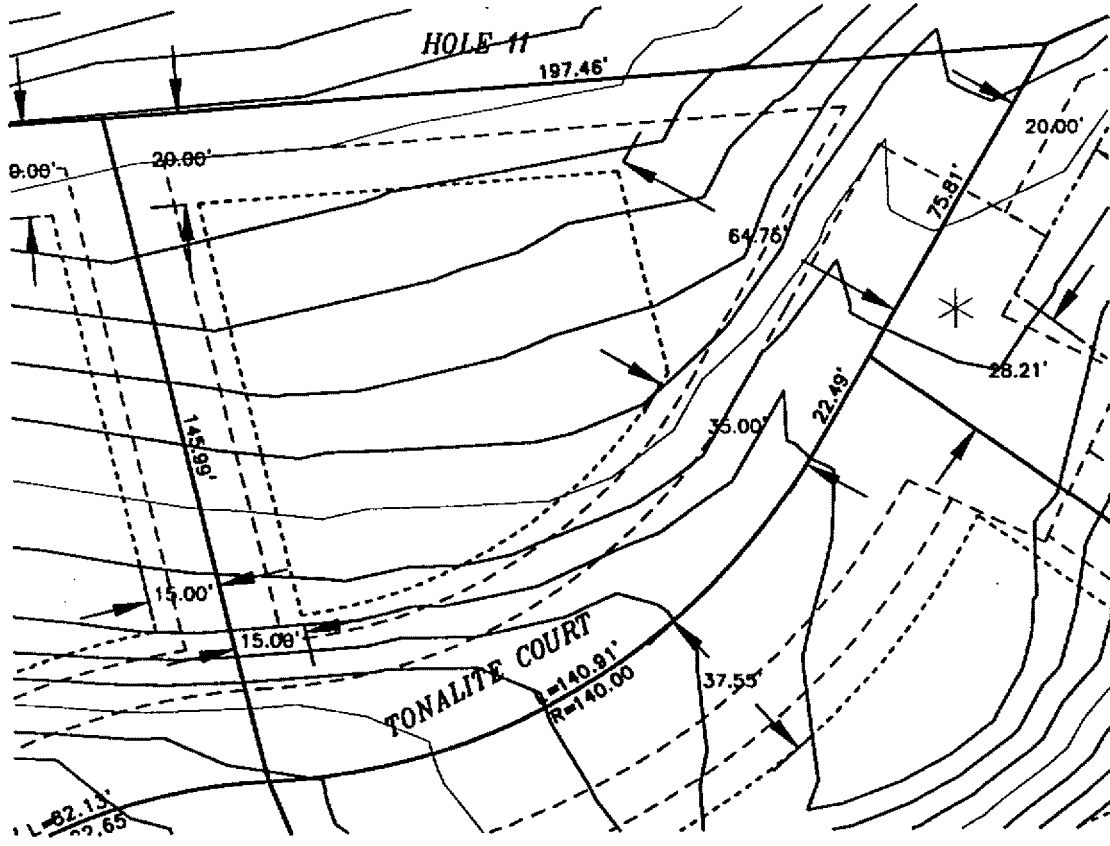


Exhibit B-14

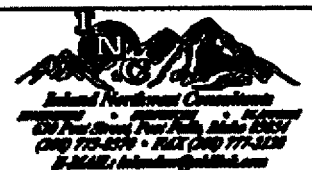


BLACK ROCK REFERENCE: LOT 32  
 PLAT OF BLACK ROCK: LOT 2, BLOCK 11  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 6,485 sf  
 TONALITE COURT IS A 40.00' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-4,  
 BLOCK 11 AND OPEN SPACE "TRACT H" OF THE PLAT OF BLACK ROCK.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

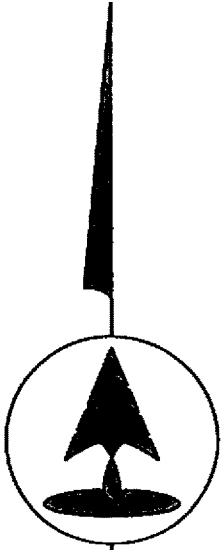
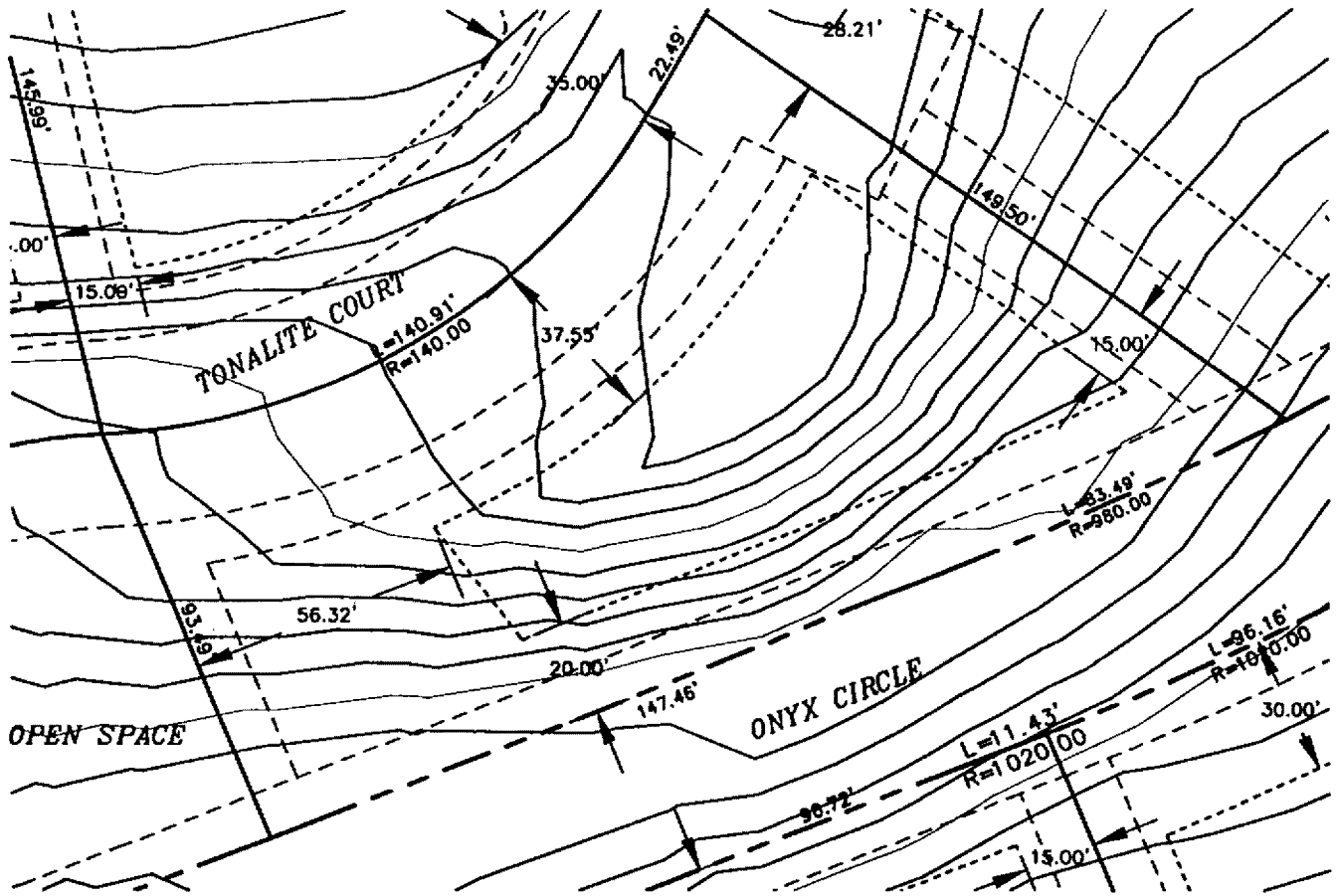
SCALE: 1"=40'

7/26/01



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

Exhibit B.15



BLACK ROCK REFERENCE: LOT 33  
 PLAT OF BLACK ROCK: LOT 3, BLOCK 11  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5,715 sf  
 TONALITE COURT IS A 40.00' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-4, BLOCK 11 AND OPEN SPACE "TRACT H" OF THE PLAT OF BLACK ROCK.  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

7/26/01


**Coeur d'Alene**  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b


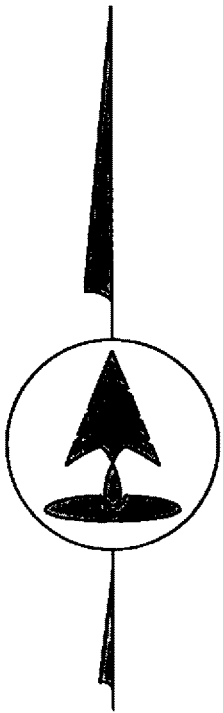
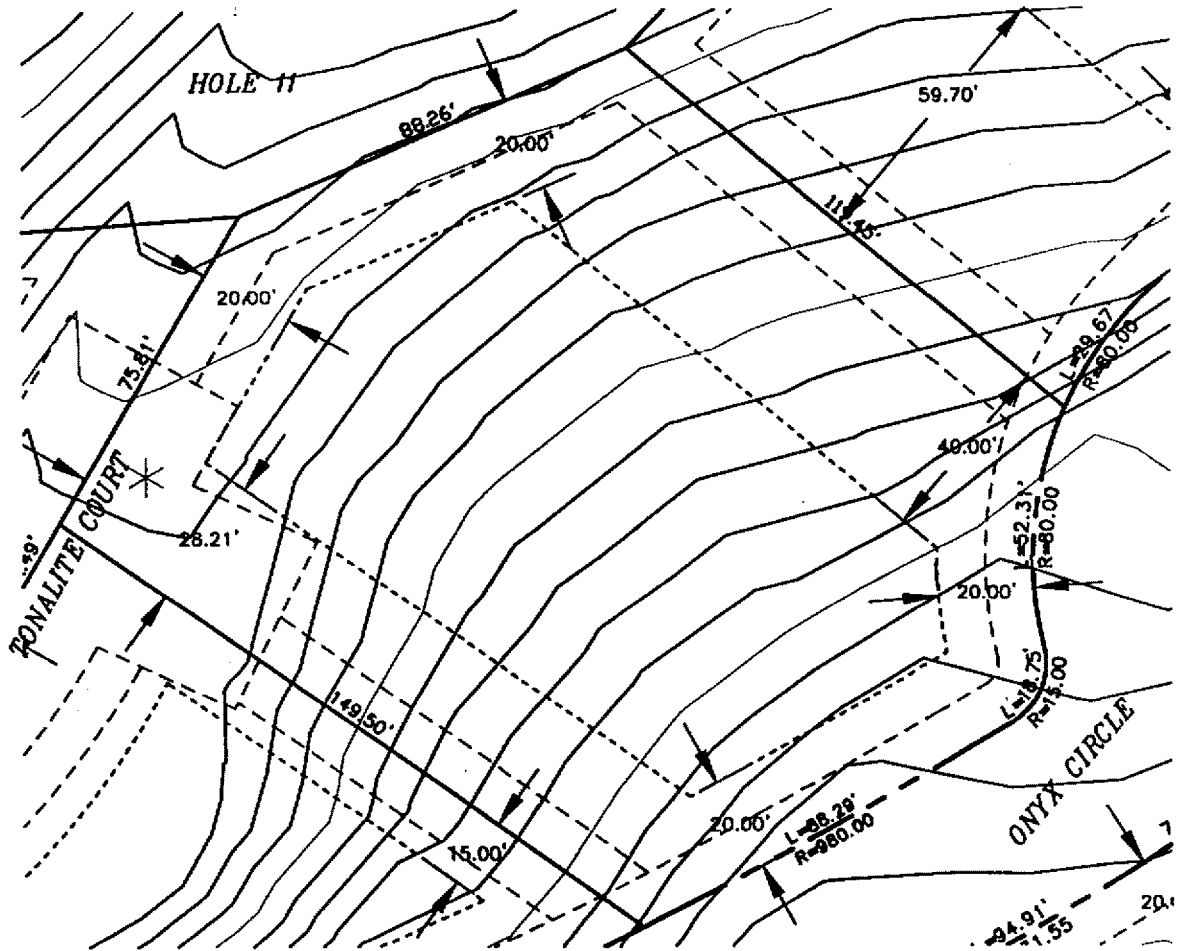
  
 Inland Northwest Communities  
 250 First Street, Suite 200  
 COYO 970-2500 • BLACK ROCK 977-5225  
 B. SMITH: bsmith@inlandnw.com

Exhibit B-16



BLACK ROCK REFERENCE: LOT 34  
 PLAT OF BLACK ROCK: LOT 4, BLOCK 11  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 10,673 sf  
 TONALITE COURT IS A 40.00' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-4,  
 BLOCK 11 AND OPEN SPACE "TRACT H" OF THE PLAT OF BLACK ROCK.  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

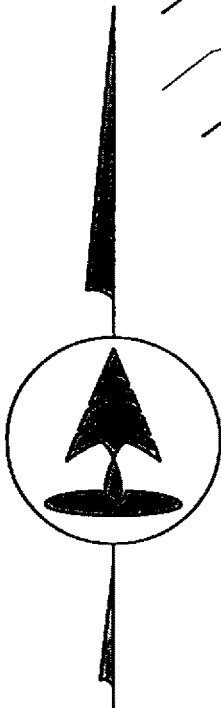
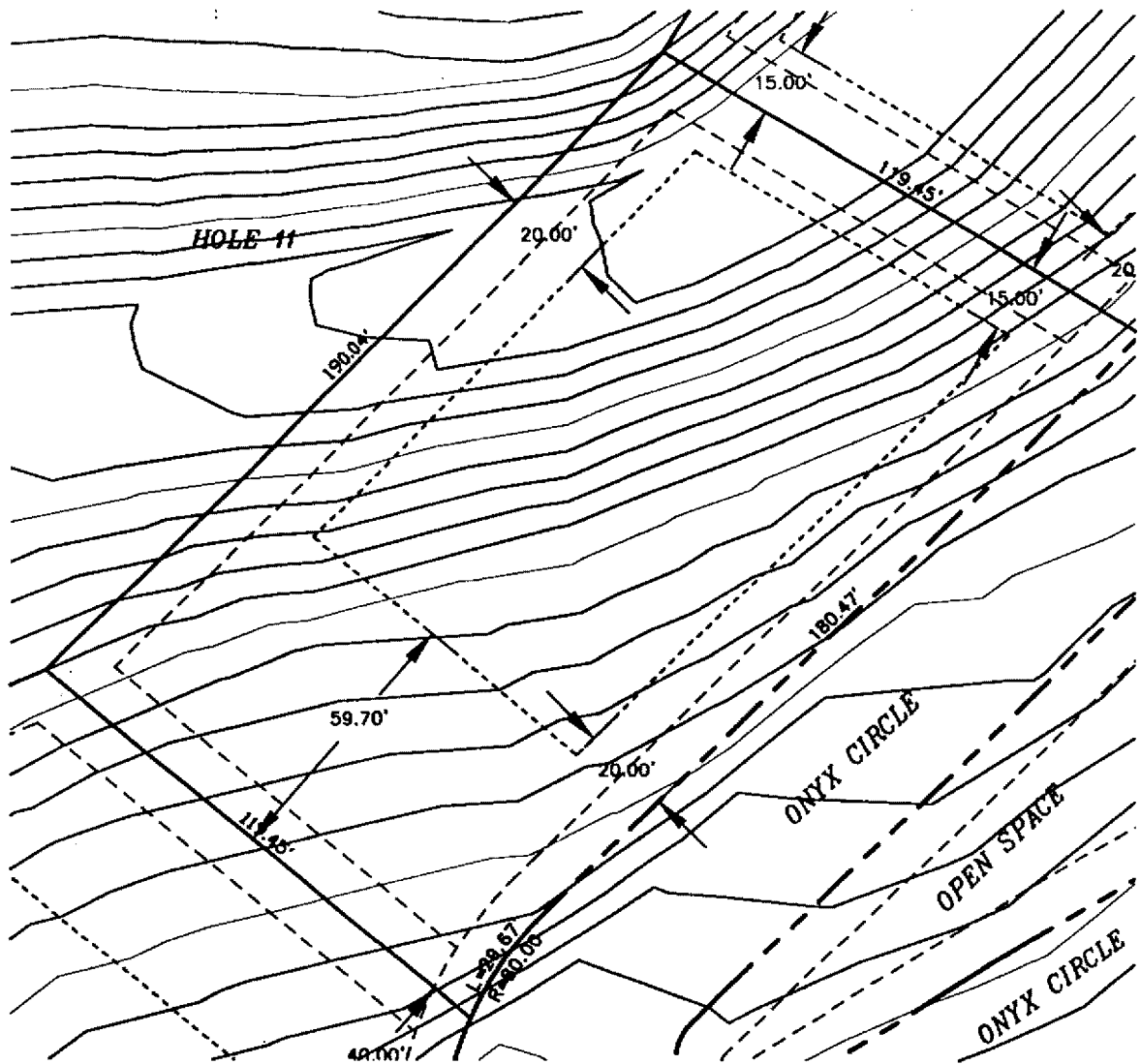
SCALE: 1"=40'

7/26/01

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

Inland Northwest Consultants  
 600 First Street, Post Falls, Idaho 83854  
 (208) 773-3500 • FAX (208) 777-3520  
 E-Mail: info@inlandnw.com

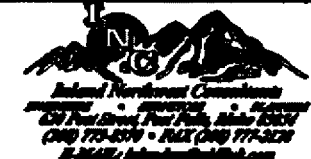
Exhibit B-17



BLACK ROCK REFERENCE: LOT 35  
 PLAT OF BLACK ROCK: LOT 5, BLOCK 10  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 9,356 sf

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

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

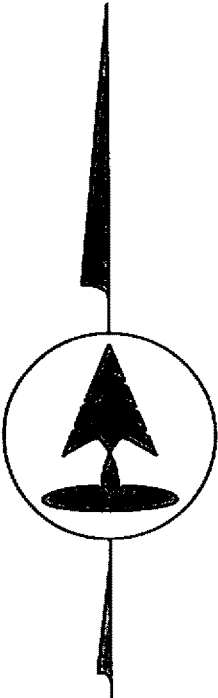
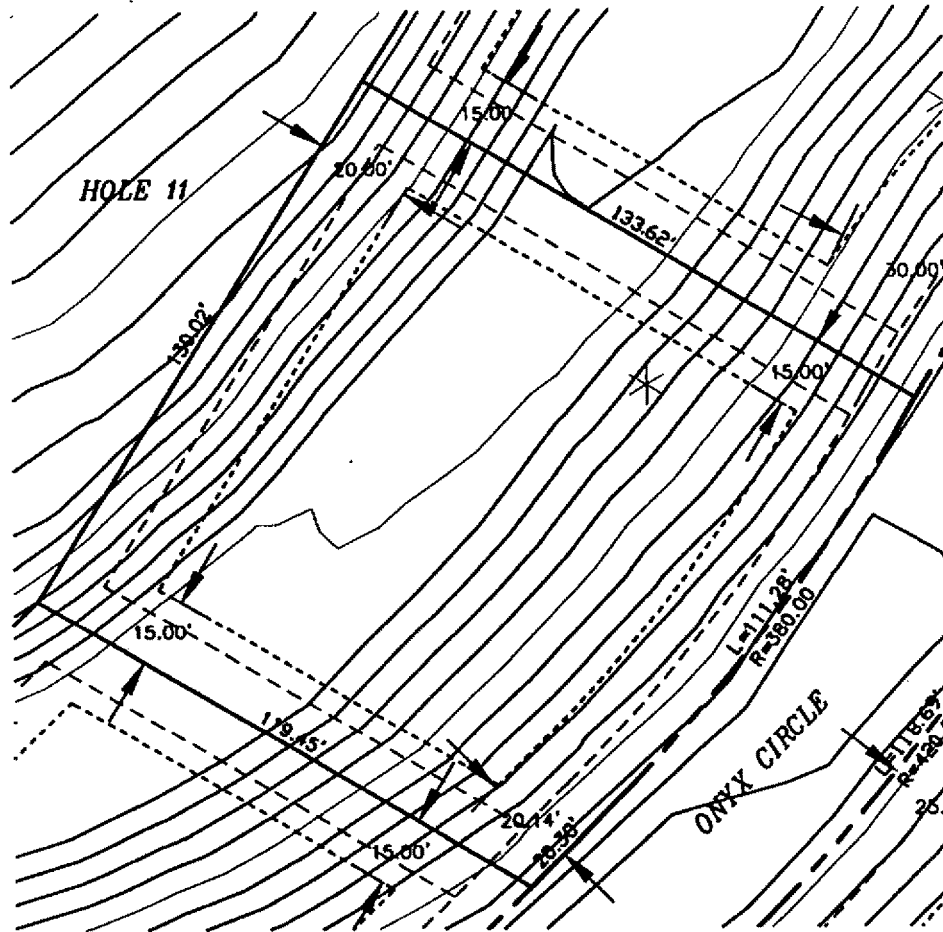


SCALE: 1"=40'

7/12/01

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

*Exhibit B-18*



BLACK ROCK REFERENCE:	LOT 36	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 6, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	9,060 sf		

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

Coeur d'Alene  
**BLACK ROCK**

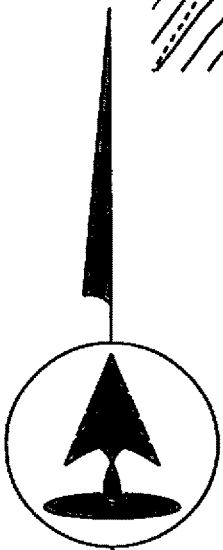
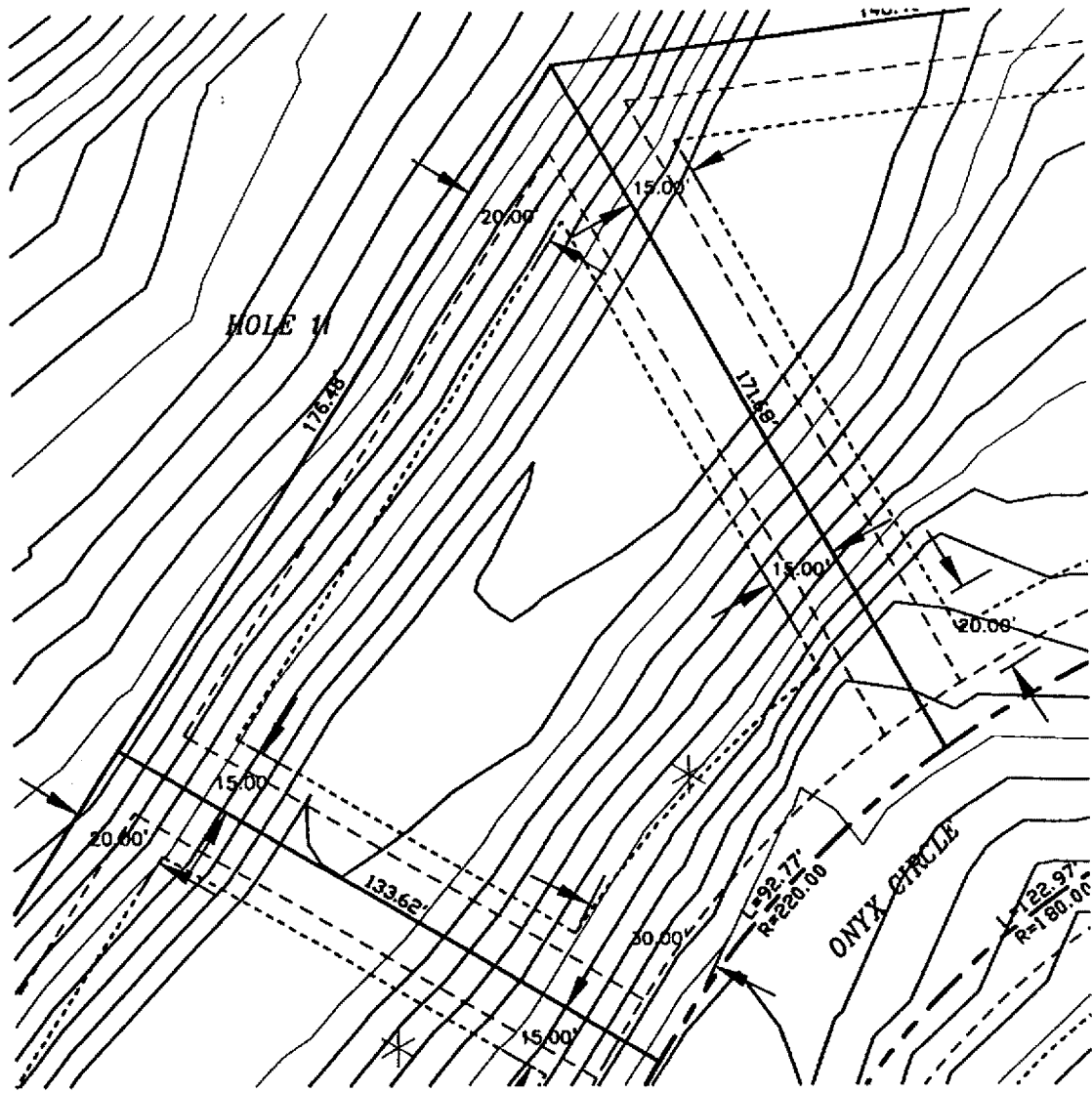
**Black Rock**  
 Real Estate Services  
 200 First Street, First Floor, Idaho Falls, ID 83401  
 (208) 775-8200 • FAX (208) 777-8228  
 E-MAIL: info@blackrock.com

SCALE: 1"=40'

7/12/01

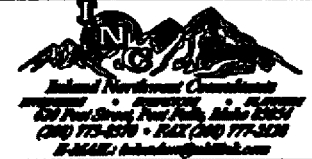
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

Exhibit B-19



BLACK ROCK REFERENCE:	LOT 37	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 7, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	9,545 sf		

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

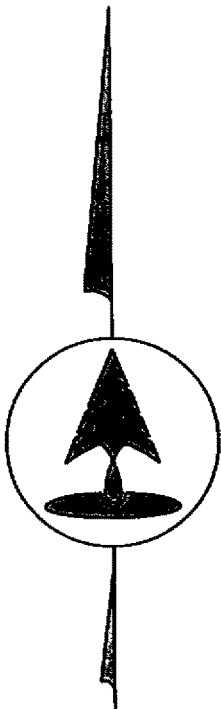
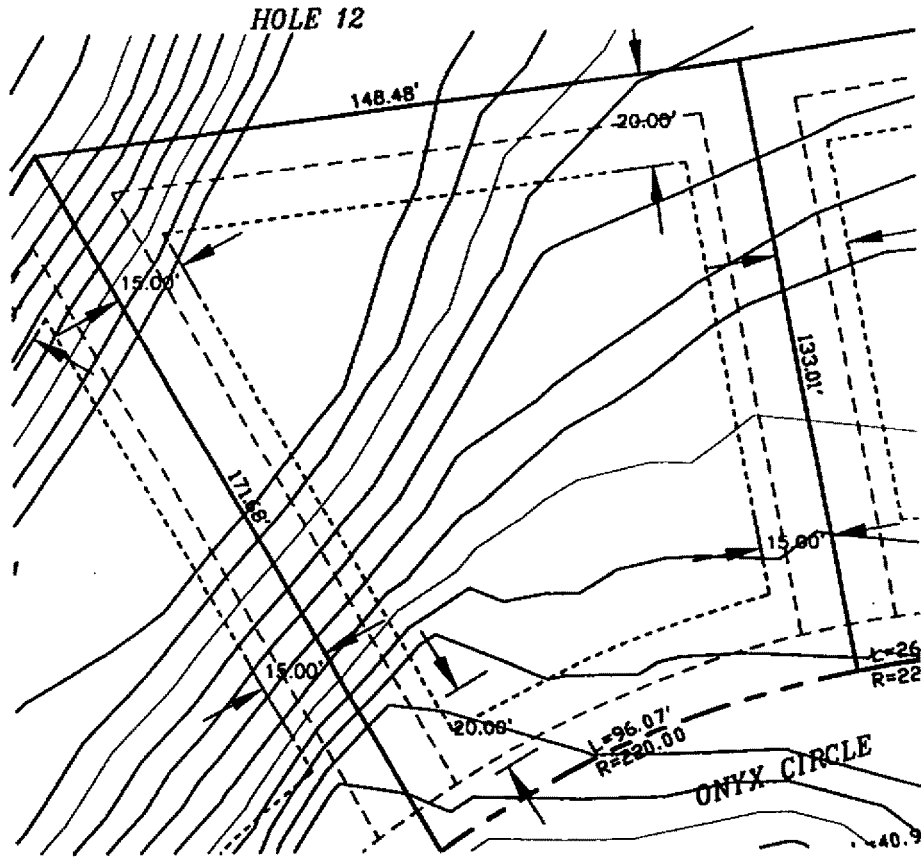


SCALE: 1"=40'

7/12/01

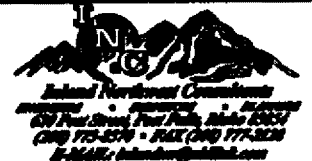
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

Exhibit B-20



BLACK ROCK REFERENCE:	LOT 38	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT B, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	9,485 sf		

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

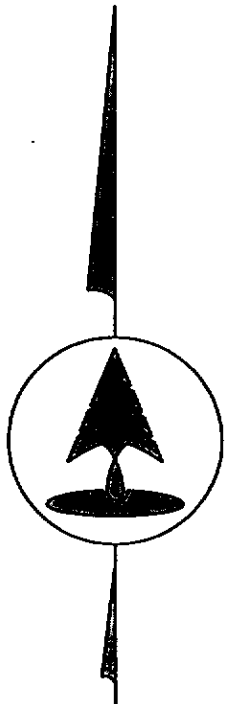
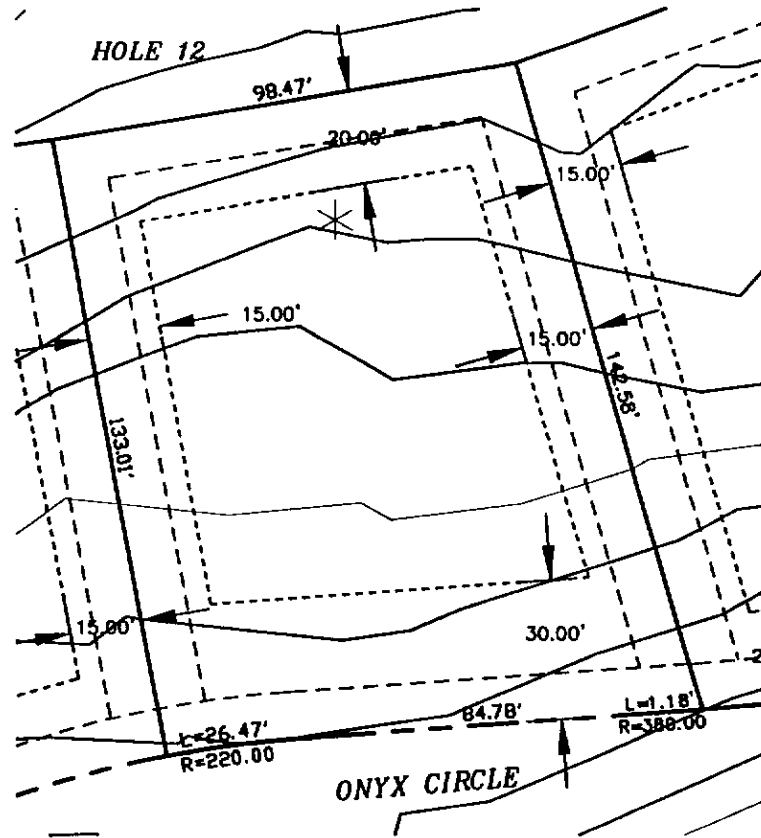


SCALE: 1"=40'

7/26/01

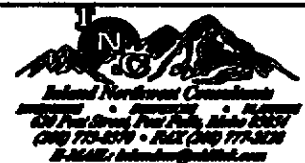
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

*Exhibit B-21*



BLACK ROCK REFERENCE:	LOT 39	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 9, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	6,284 sf		

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

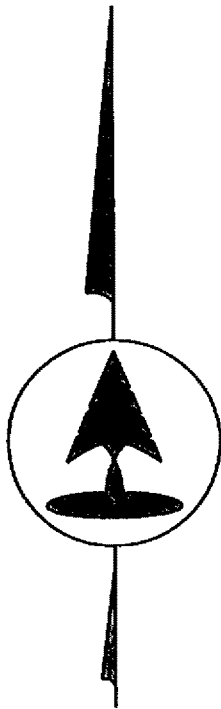
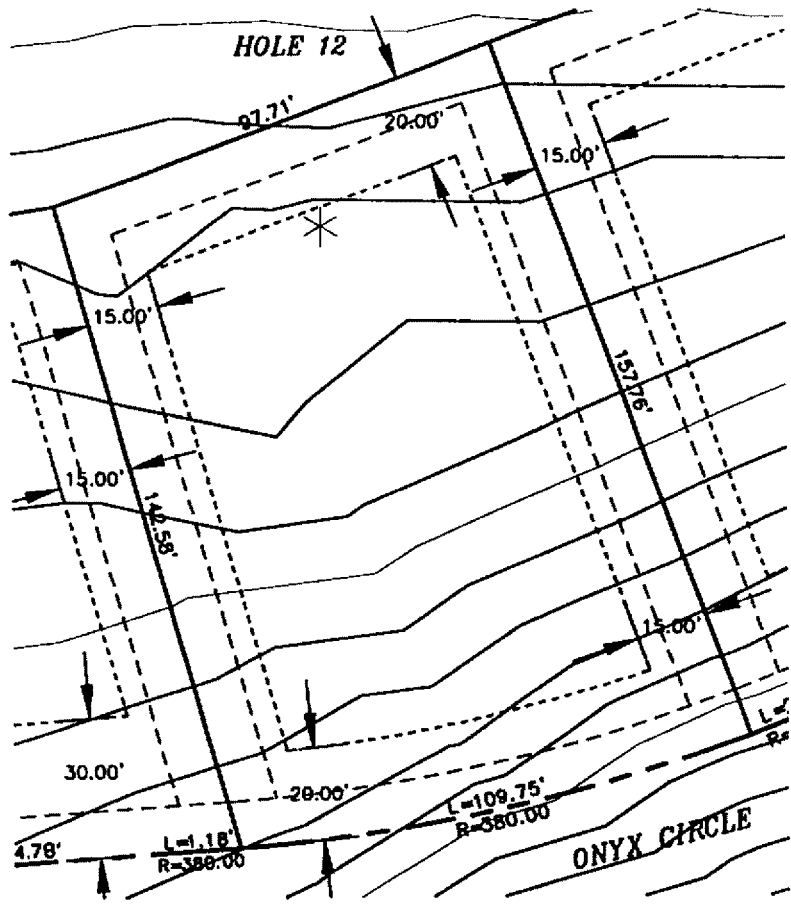


SCALE: 1"=40'

7/26/01

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

*Exhibit B-22*



BLACK ROCK REFERENCE: LOT 40  
 PLAT OF BLACK ROCK: LOT 10, BLOCK 11  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 8,302 sf

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

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

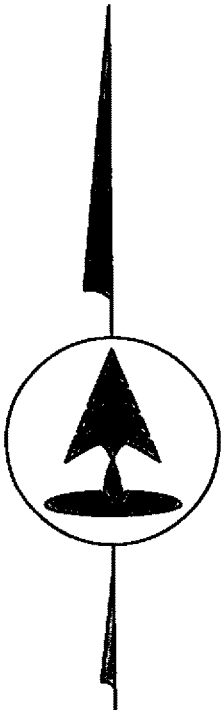
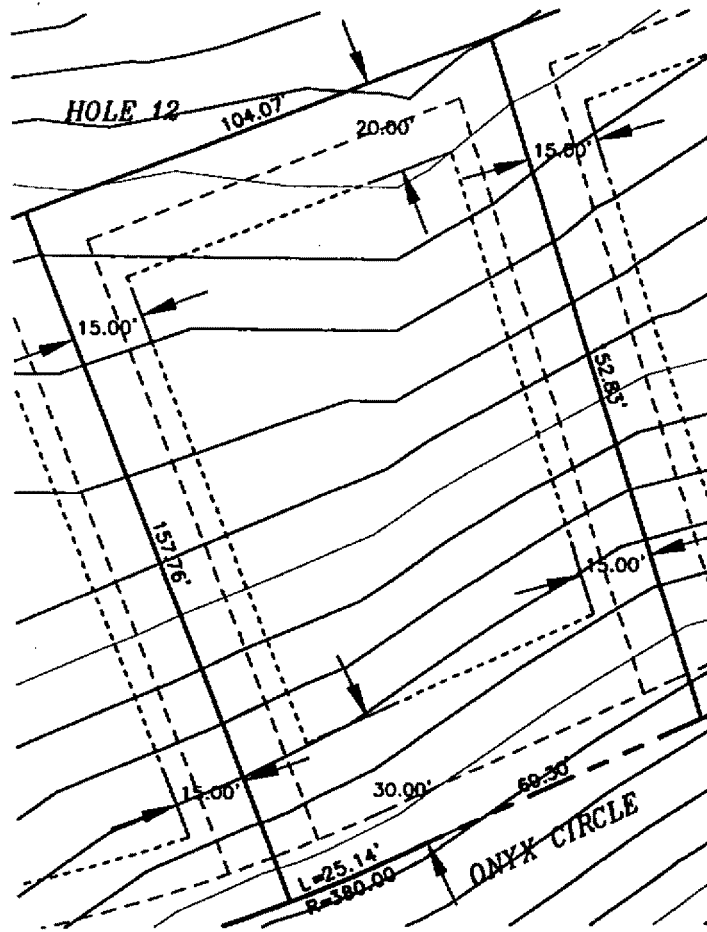
Coeur d'Alene  
**BLACK ROCK**

**Inland Northwest Consultants, Inc.**  
 400 First Street, Post Falls, Idaho 83854  
 (208) 775-8370 • FAX (208) 777-3228  
 E-MAIL: info@inlandnw.com

SCALE: 1"=40' 7/26/01

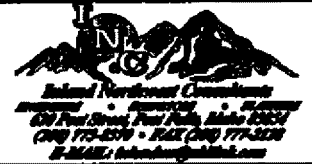
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

*Exhibit B.23*



BLACK ROCK REFERENCE:	LOT 41	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 11, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	7,298 sf		

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

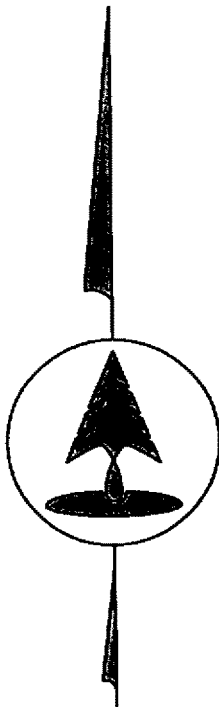
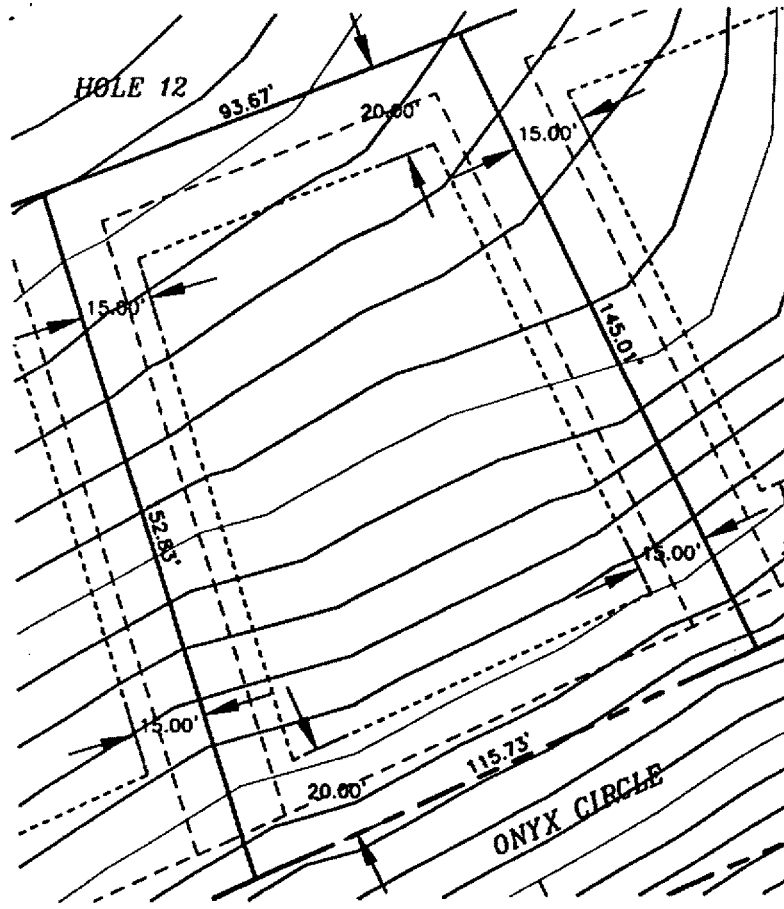


SCALE: 1"=40'

7/12/01

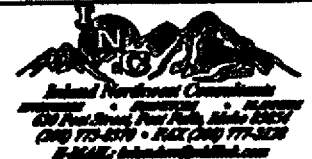
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

Exhibit B-24



BLACK ROCK REFERENCE:	LOT 42	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 12, BLOCK 11	- . - . - . - .	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	8,075 sf		

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

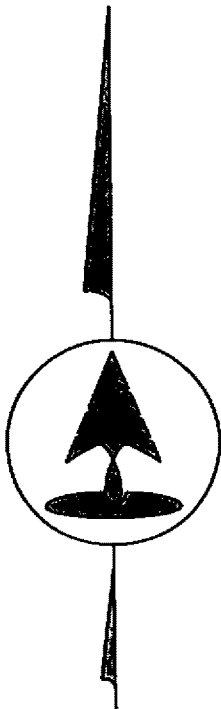
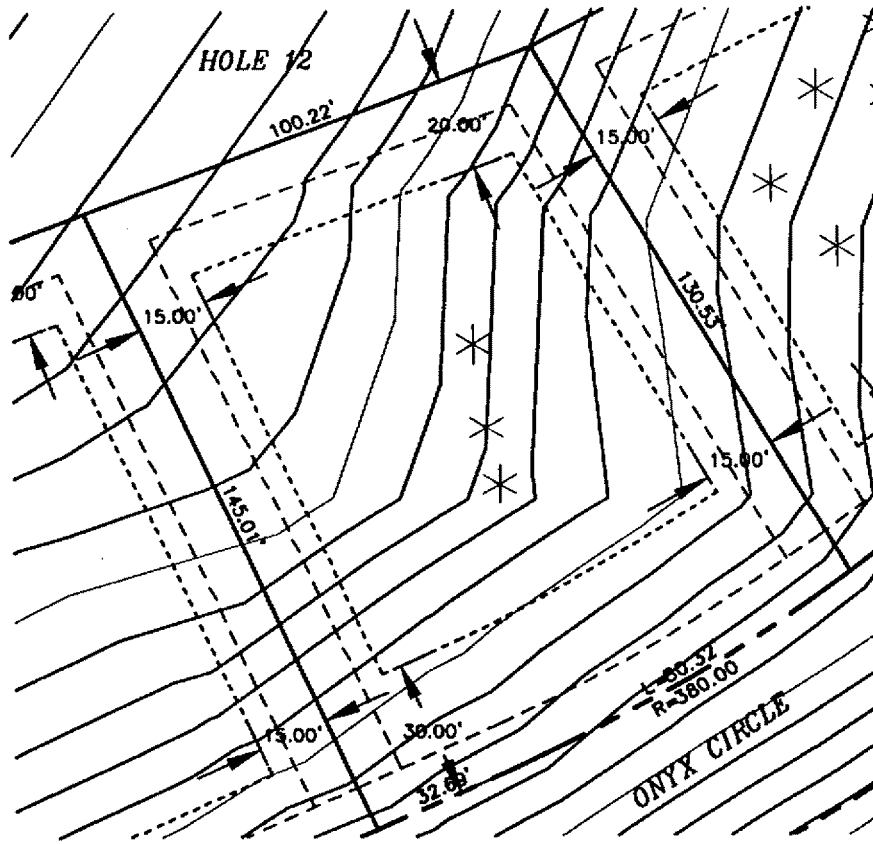


SCALE: 1"=40'

7/12/01

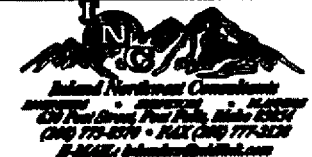
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

Exhibit B.25



BLACK ROCK REFERENCE:	LOT 43	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 13, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	6,838 sf		

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

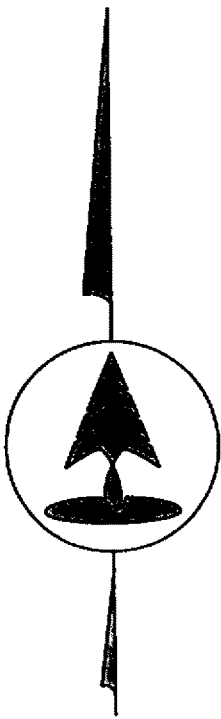
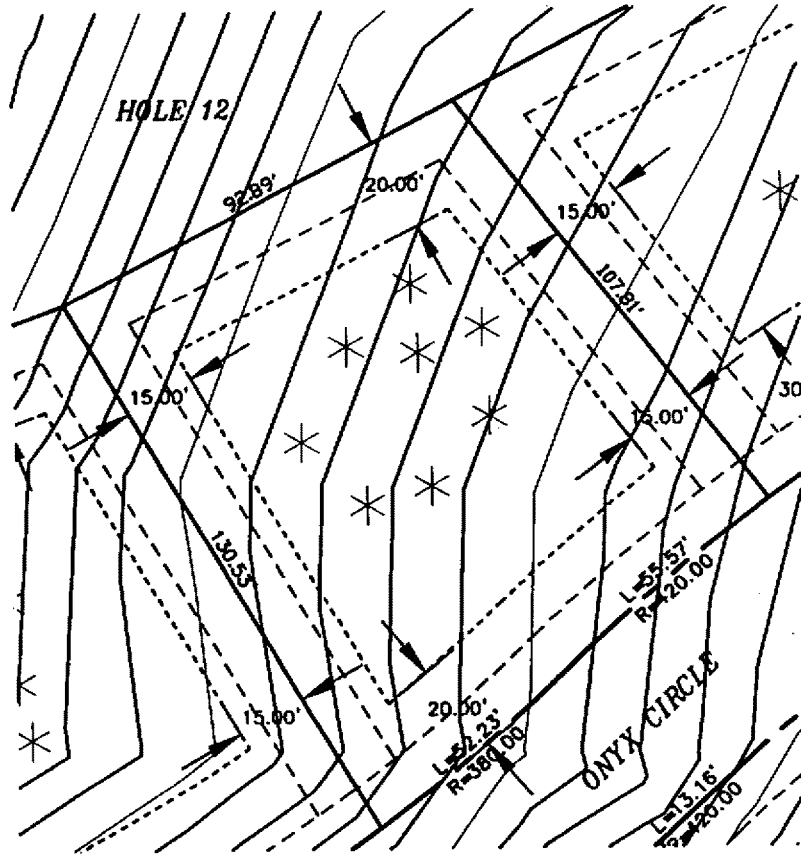


SCALE: 1"=40'

7/12/01

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

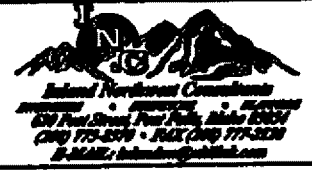
*Exhibit B-26*



BLACK ROCK REFERENCE: LOT 44  
 PLAT OF BLACK ROCK: LOT 14, BLOCK 11  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5,470 sf

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

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

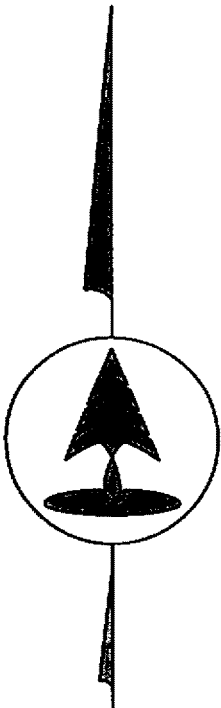
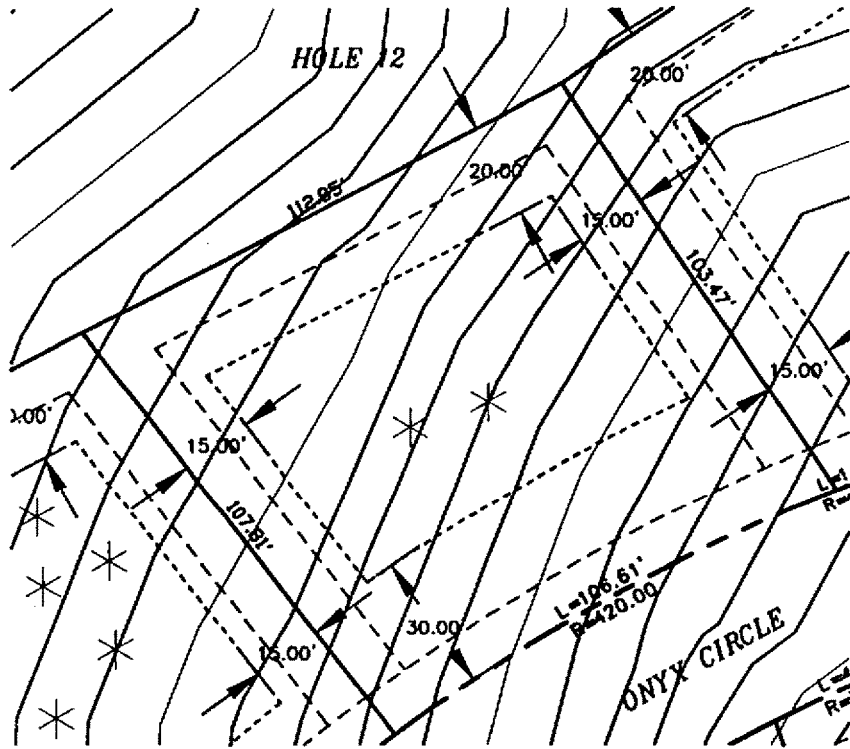


SCALE: 1"=40'

7/12/01

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

Exhibit B-27

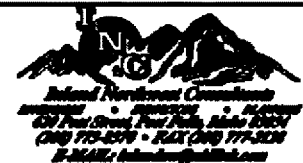


BLACK ROCK REFERENCE:	LOT 45	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 15, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	4,154 sf		

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

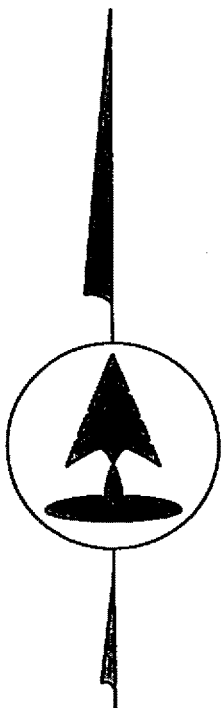
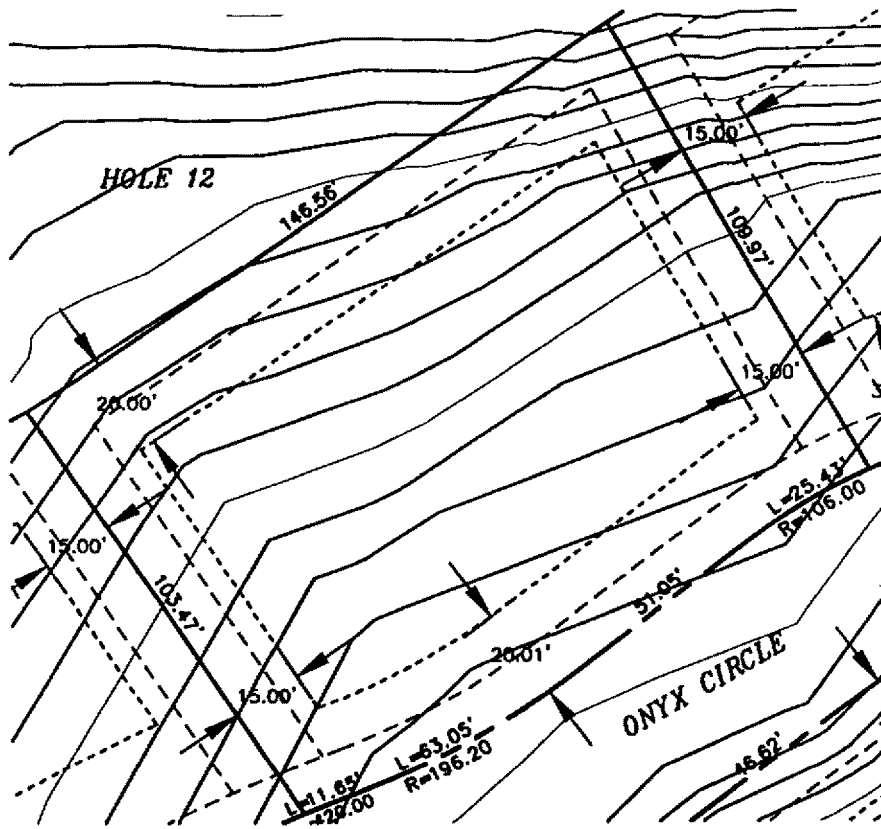
SCALE: 1"=40'

7/12/01



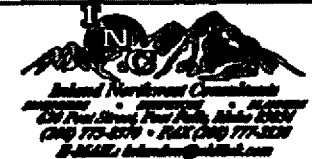
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

*Exhibit B.28*



BLACK ROCK REFERENCE:	LOT 46	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 16, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	7,798 sf		

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

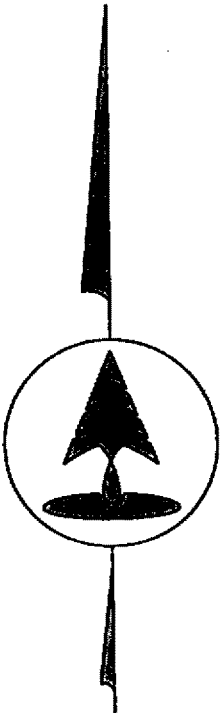
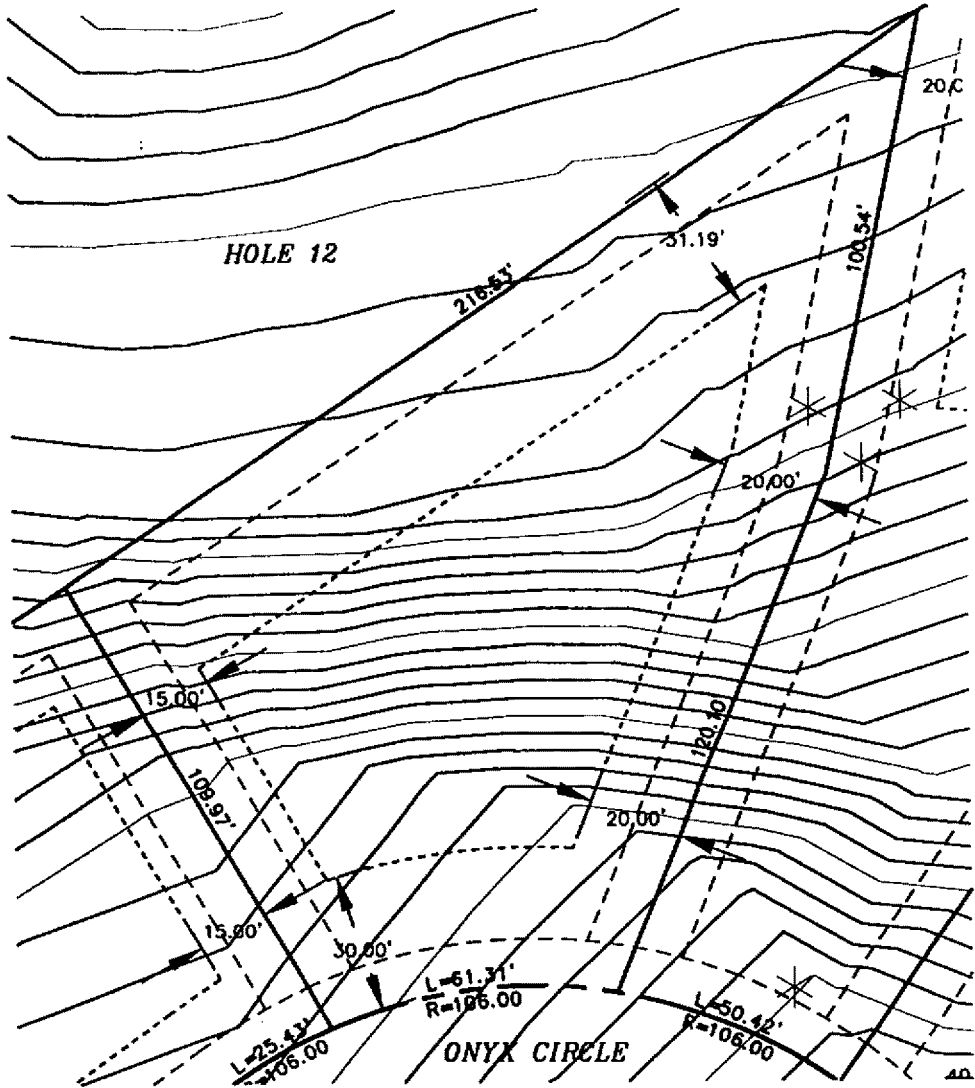


SCALE: 1"=40'

7/12/01

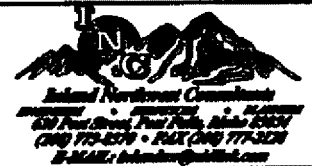
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

*Exhibit B.29*



BLACK ROCK REFERENCE:	LOT 47	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 17, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	6,994 sf		

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

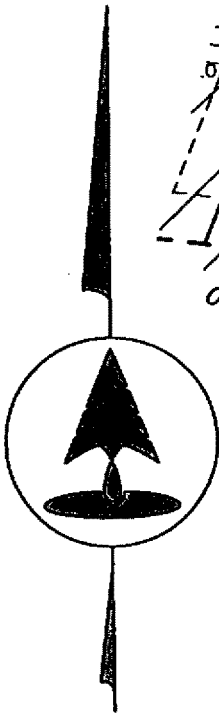
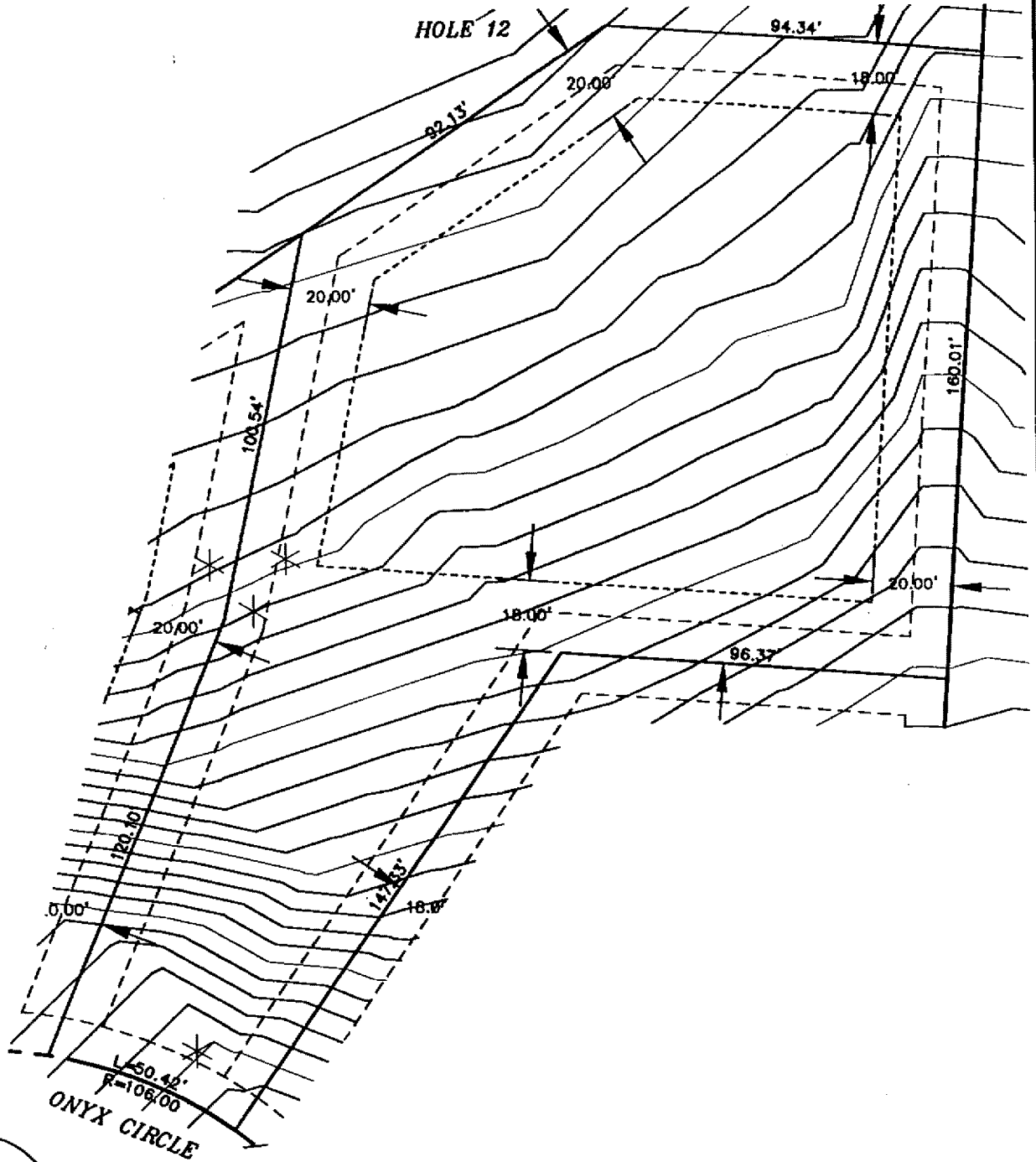


SCALE: 1"=40'

7/12/01

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

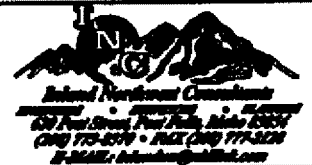
Exhibit B.30



BLACK ROCK REFERENCE: LOT 48  
 PLAT OF BLACK ROCK: LOT 18, BLOCK 11  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 14,696 sf

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

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

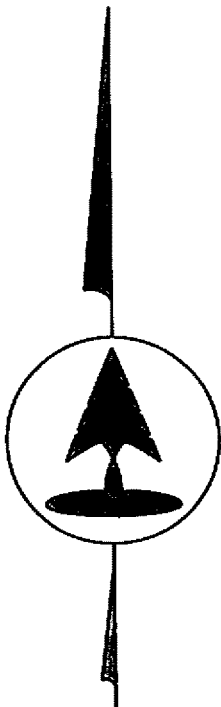
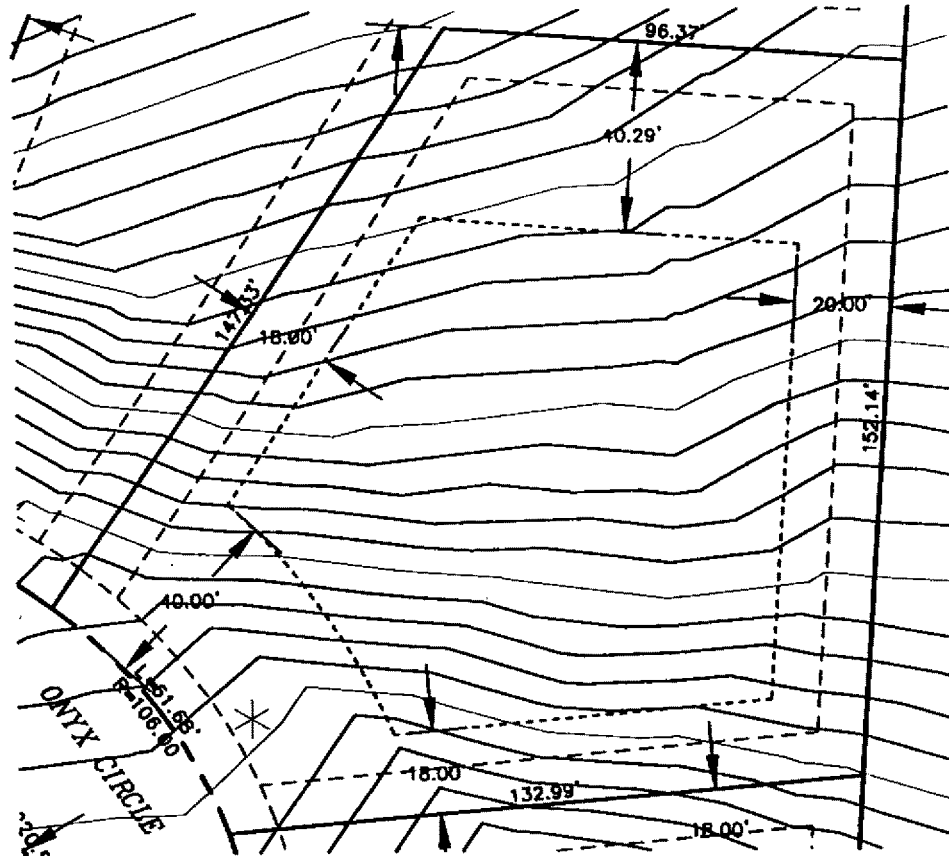


SCALE: 1"=40'

7/12/01

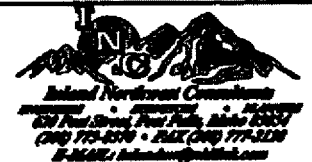
Z:/DATABASE/BLACK ROCK/000048/DWG/lot B.5x11-b

Exhibit B-31



BLACK ROCK REFERENCE:	LOT 49	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 19, BLOCK 11	- - - - -	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	---	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	10,067 sf		

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

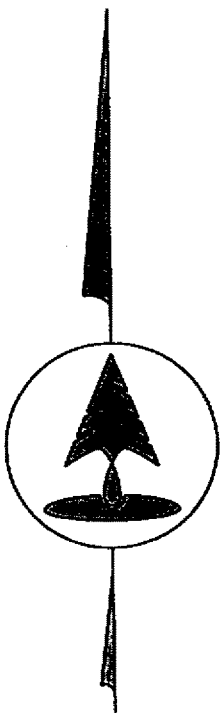
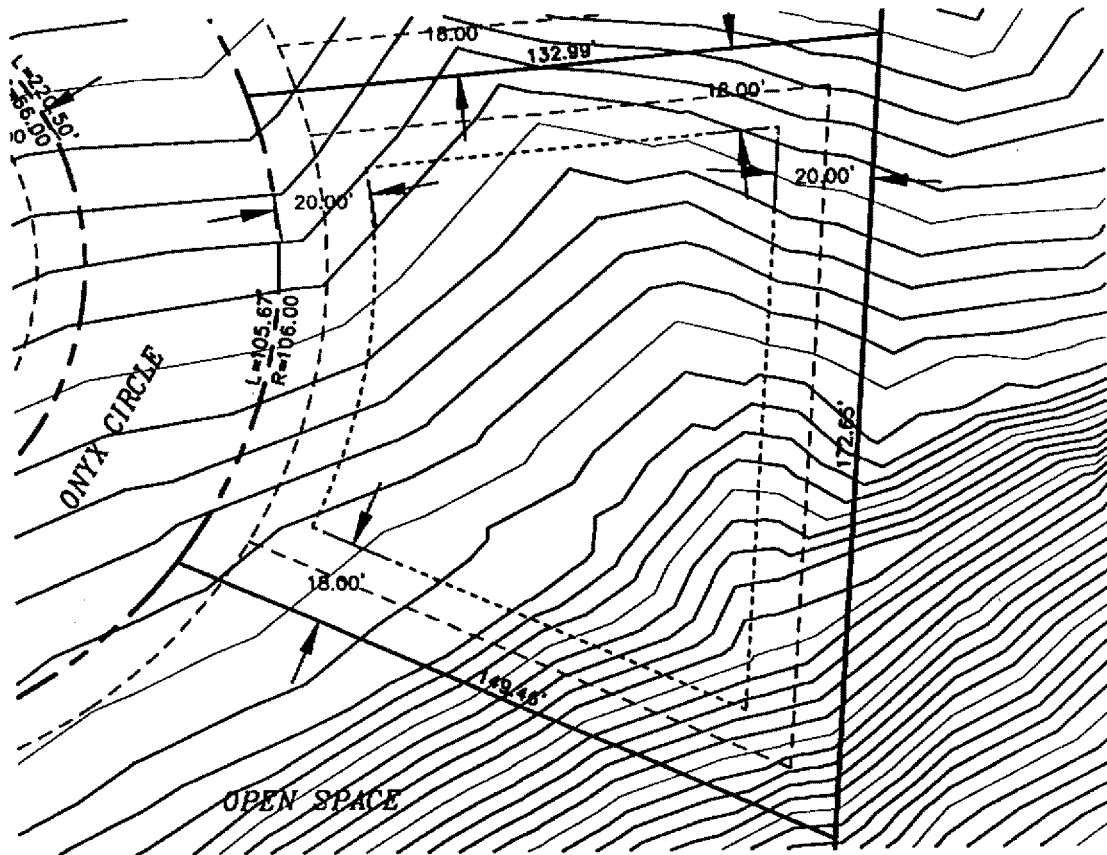


SCALE: 1"=40'

7/12/01

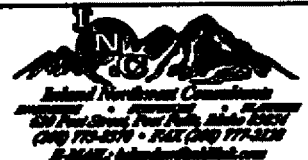
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

*Exhibit B-32*



BLACK ROCK REFERENCE:	LOT 50	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 20, BLOCK 11	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	8,754 sf		

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

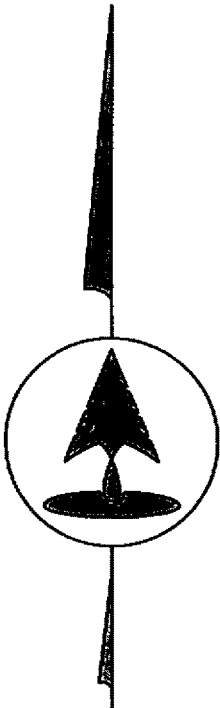
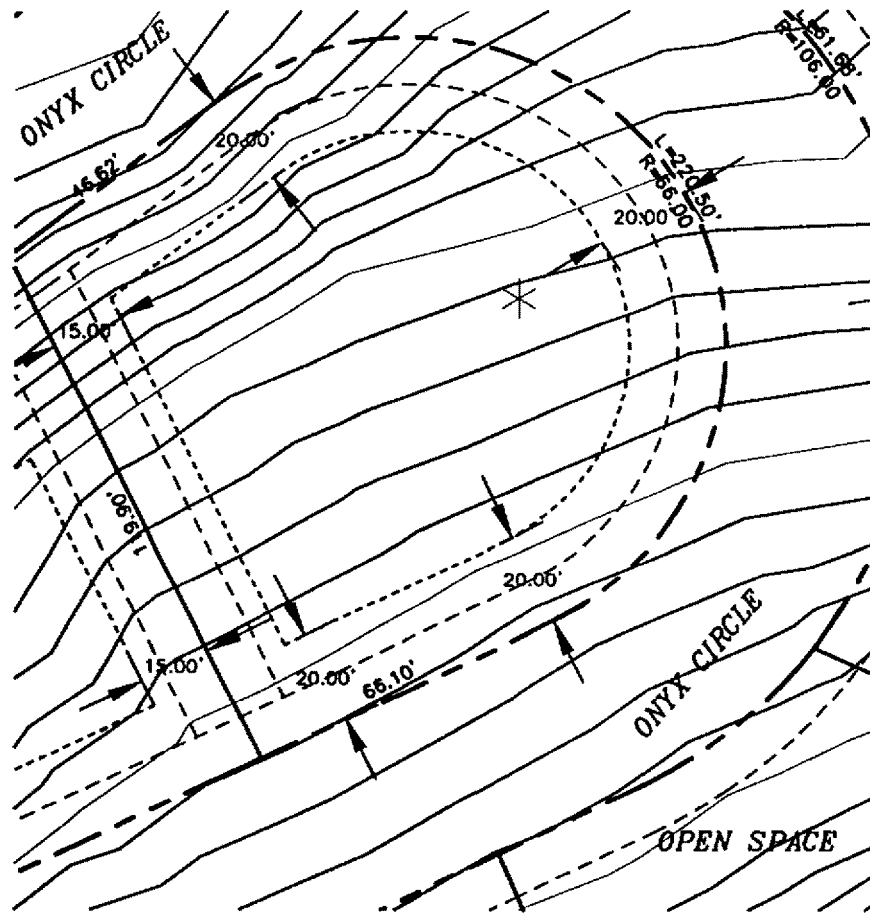


SCALE: 1"=40'

7/12/01

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

Exhibit B-33

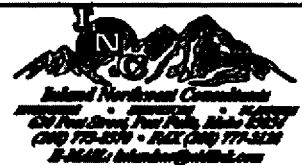


BLACK ROCK REFERENCE: LOT 51  
 PLAT OF BLACK ROCK: LOT 11, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 18'  
 BUILDING ENVELOPE AREA: 7,830 sf  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

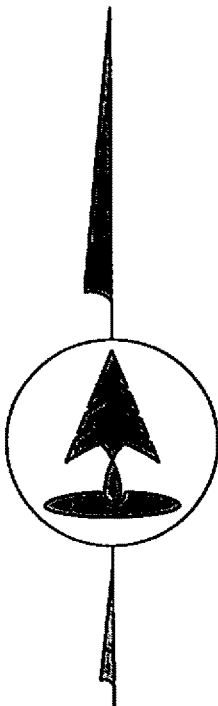
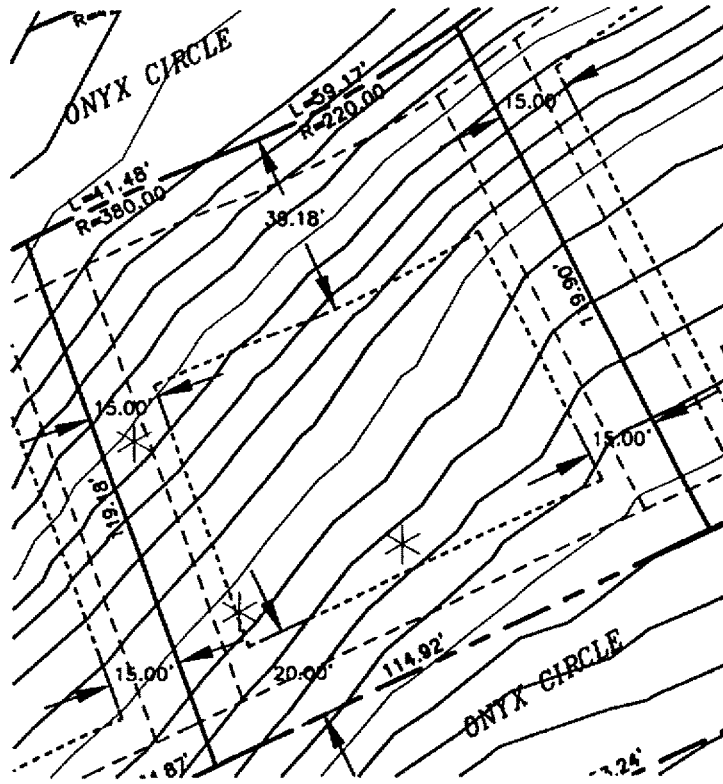
SCALE: 1"=40'

7/12/01



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

*Exhibit B-34*

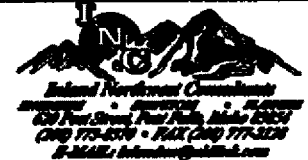


BLACK ROCK REFERENCE: LOT 52  
 PLAT OF BLACK ROCK: LOT 10, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 18'  
 BUILDING ENVELOPE AREA: 4,569 sf  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

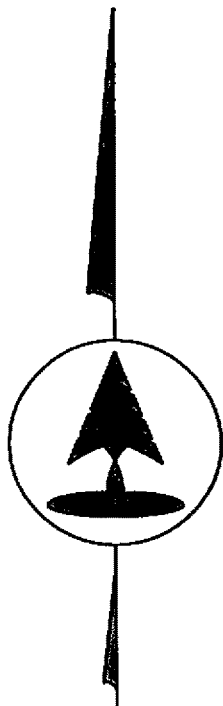
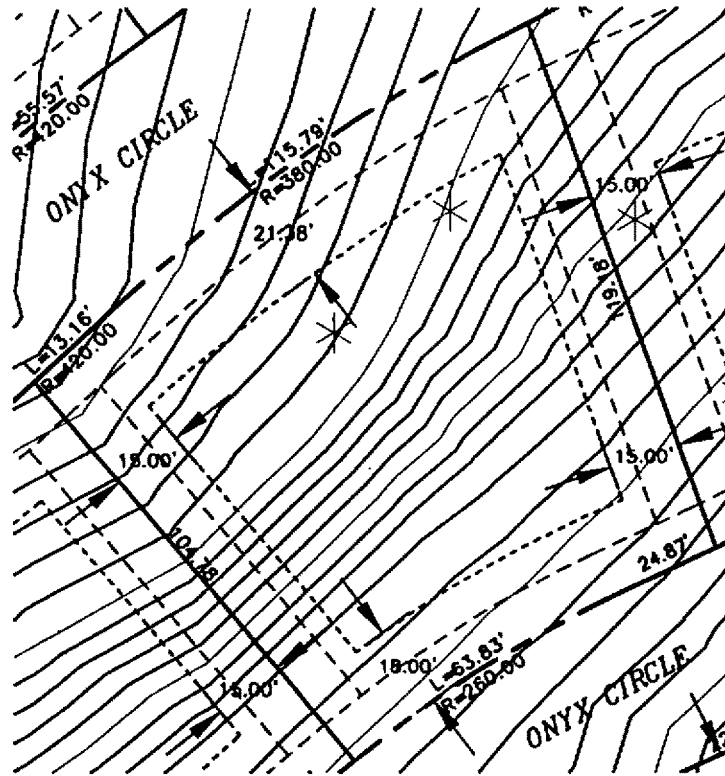
SCALE: 1"=40'

7/12/01



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

Exhibit B.35

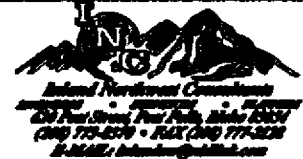


BLACK ROCK REFERENCE: LOT 53  
 PLAT OF BLACK ROCK: LOT 9, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 18'  
 BUILDING ENVELOPE AREA: 5,639 sf  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

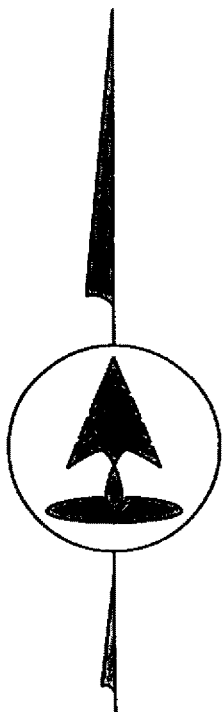
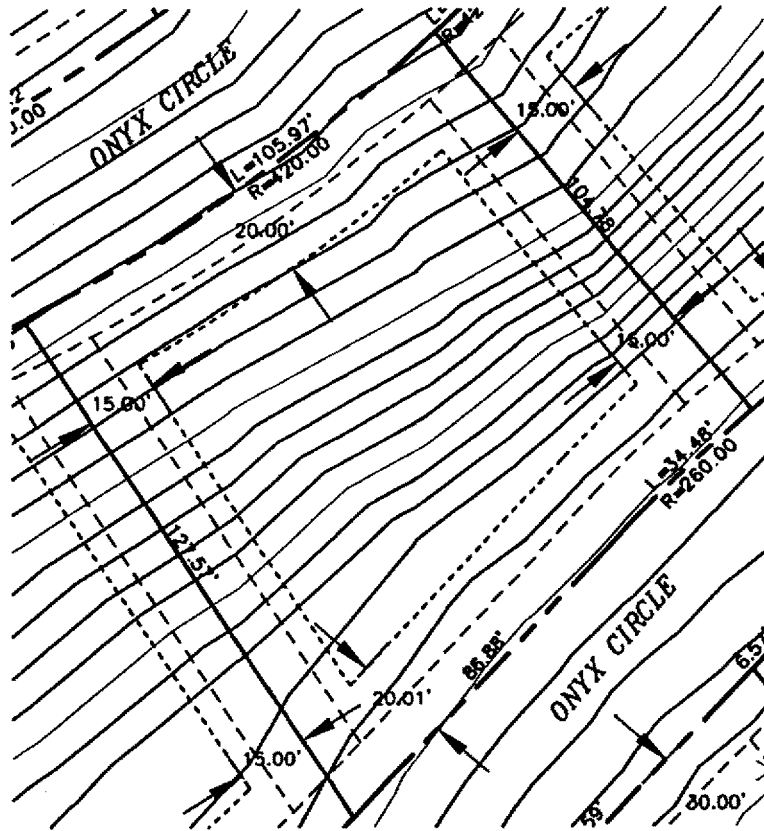
SCALE: 1"=40'

7/12/01



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

Exhibit B.36



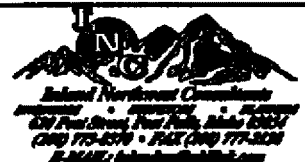
BLACK ROCK REFERENCE: LOT 54  
 PLAT OF BLACK ROCK: LOT 8, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 5,906 sf

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

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

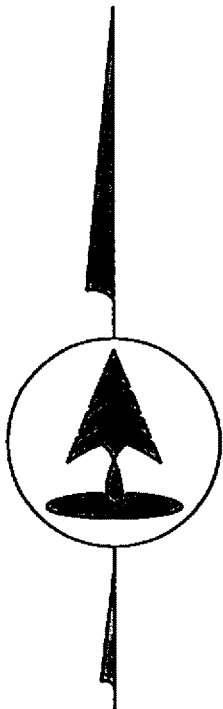
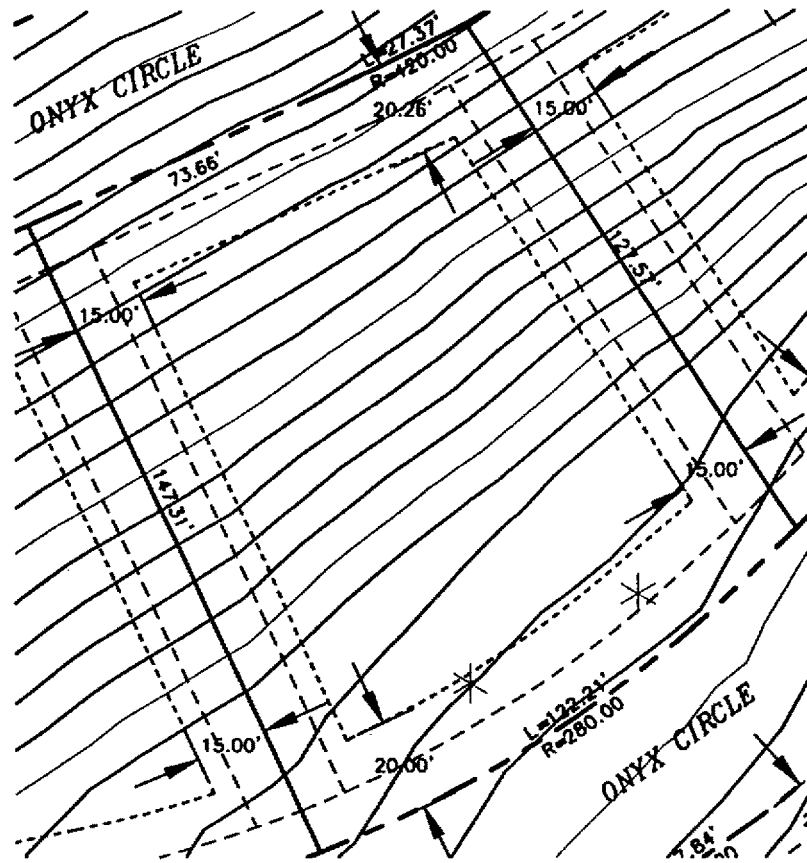
SCALE: 1"=40'

7/12/01



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

*Exhibit B-37*

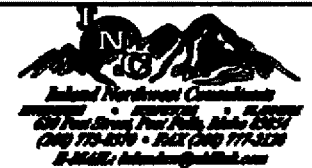


BLACK ROCK REFERENCE: LOT 55  
 PLAT OF BLACK ROCK: LOT 7, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 8,246 sf  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

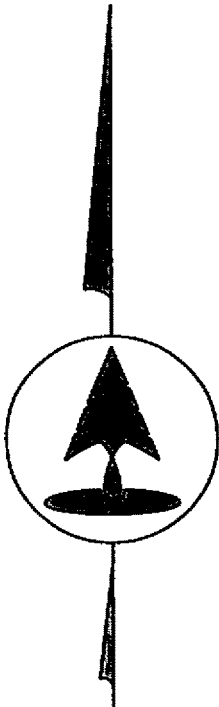
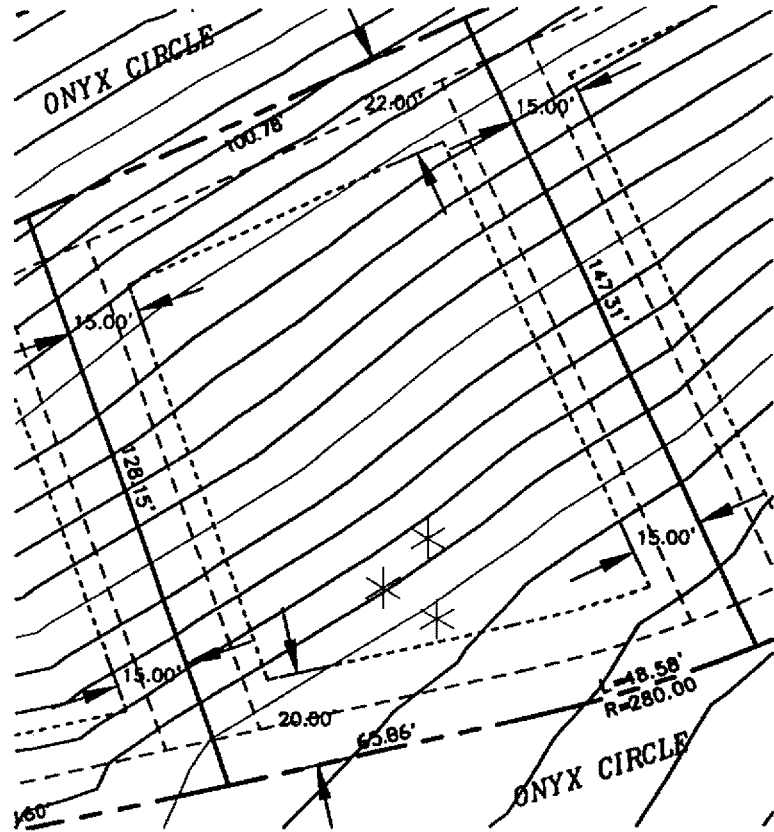
SCALE: 1"=40'

7/12/01



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

Exhibit B.38



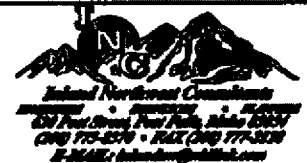
BLACK ROCK REFERENCE: LOT 56  
 PLAT OF BLACK ROCK: LOT 6, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 7,502 sf  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

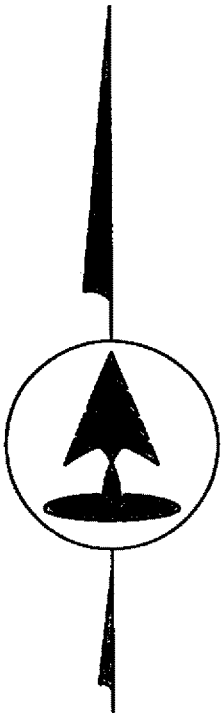
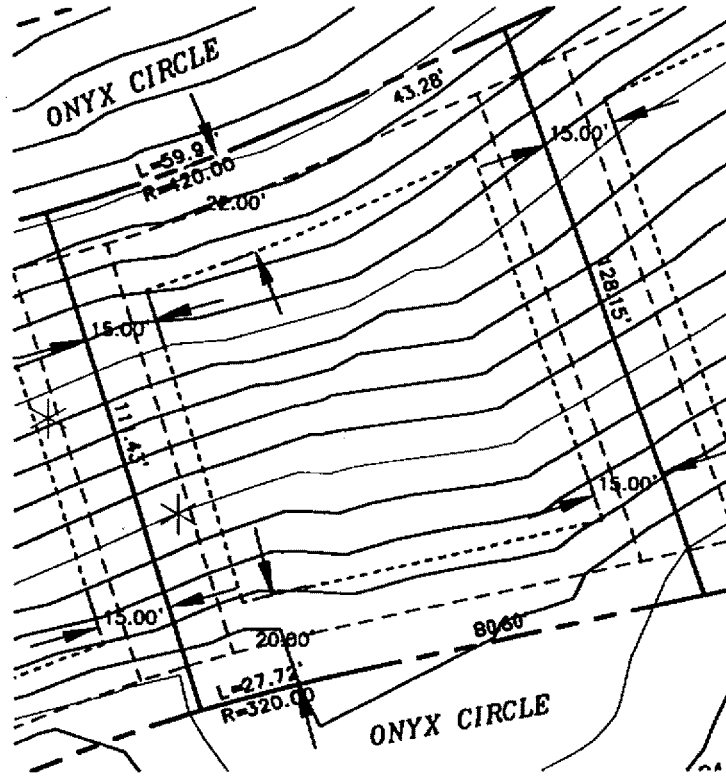
SCALE: 1"=40'

7/12/01

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



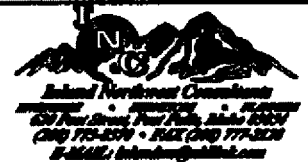
*Exhibit B-39*



BLACK ROCK REFERENCE: LOT 57  
 PLAT OF BLACK ROCK: LOT 5, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 5,683 sf

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

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

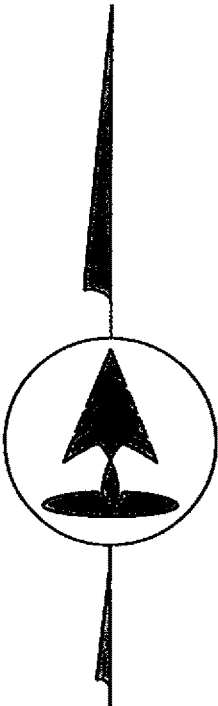
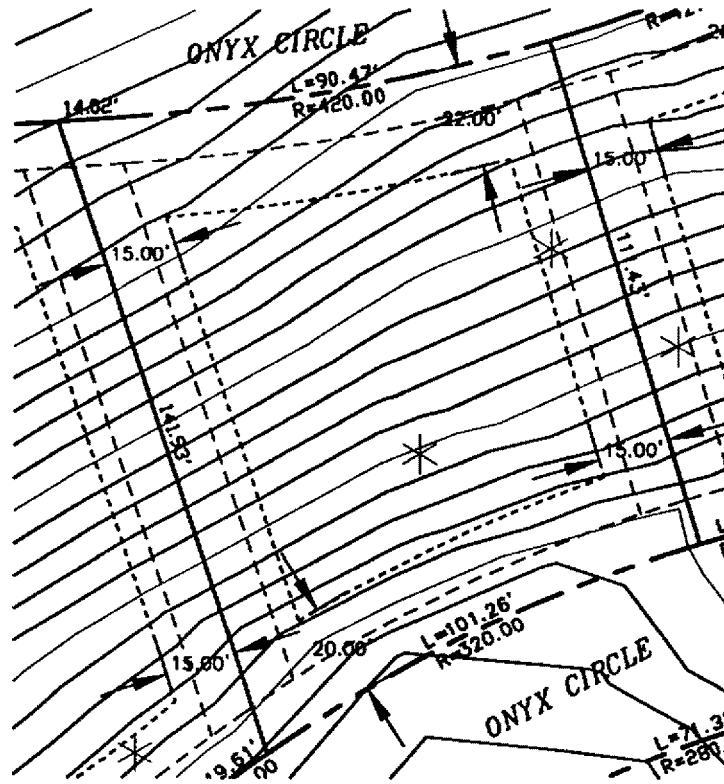


SCALE: 1"=40'

7/12/01

Z:/DATABASE/BLACK ROCK/00004B/DWG/lot 6.5x11-b

*Exhibit B-40*

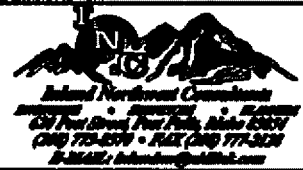


BLACK ROCK REFERENCE: LOT 58  
 PLAT OF BLACK ROCK: LOT 4, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 5,578 sf  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

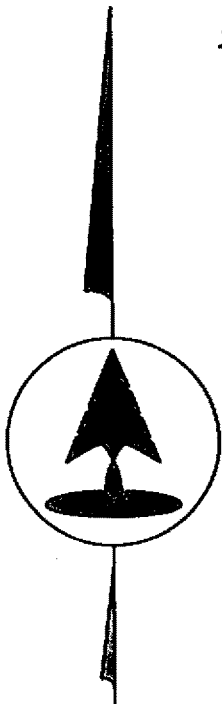
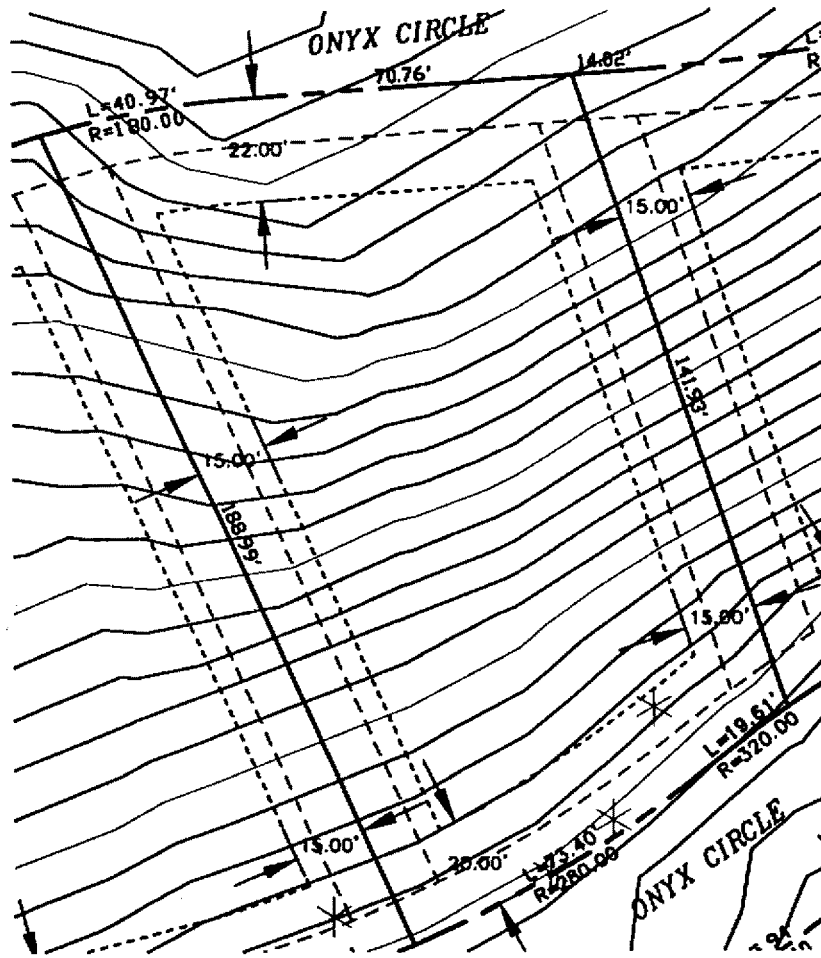
SCALE: 1"=40'

7/12/01



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

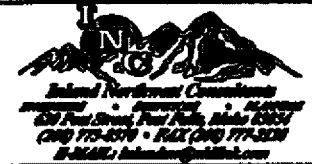
Exhibit B.41



BLACK ROCK REFERENCE: LOT 59  
 PLAT OF BLACK ROCK: LOT 3, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 8,751 sf

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

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

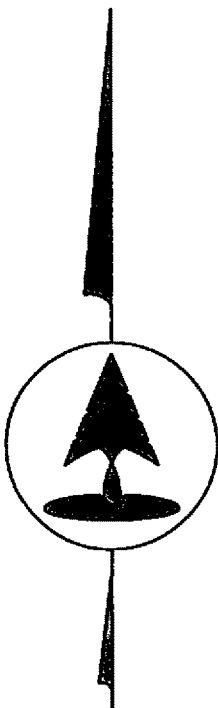
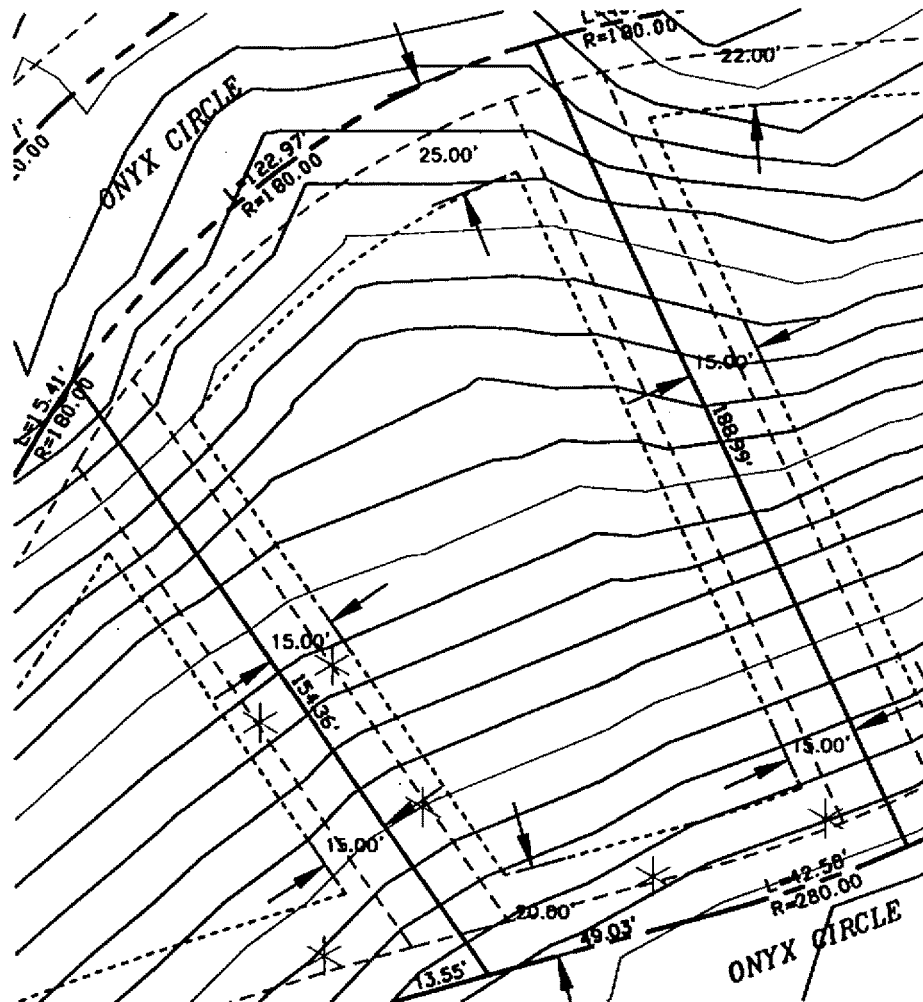


SCALE: 1"=40'

7/12/01

Z:/DATABASE/BLACK ROCK/000048/DWG/tot 8.5x11-b

*Exhibit B-42*



BLACK ROCK REFERENCE: LOT 60  
PLAT OF BLACK ROCK: LOT 2, BLOCK 12  
BULD. HEIGHT RESTRICTION: 25'  
BUILDING ENVELOPE AREA: 10,089 sf  
DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

SCALE: 1"=40'

7/12/01

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

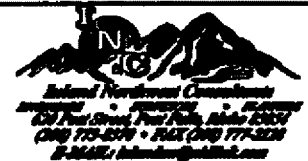
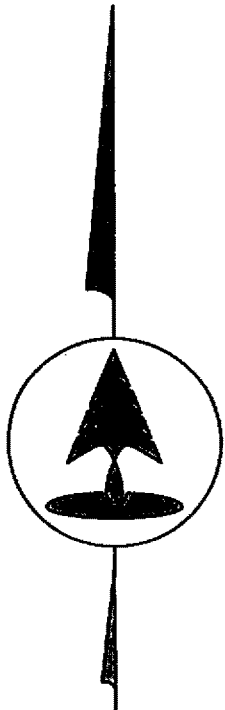
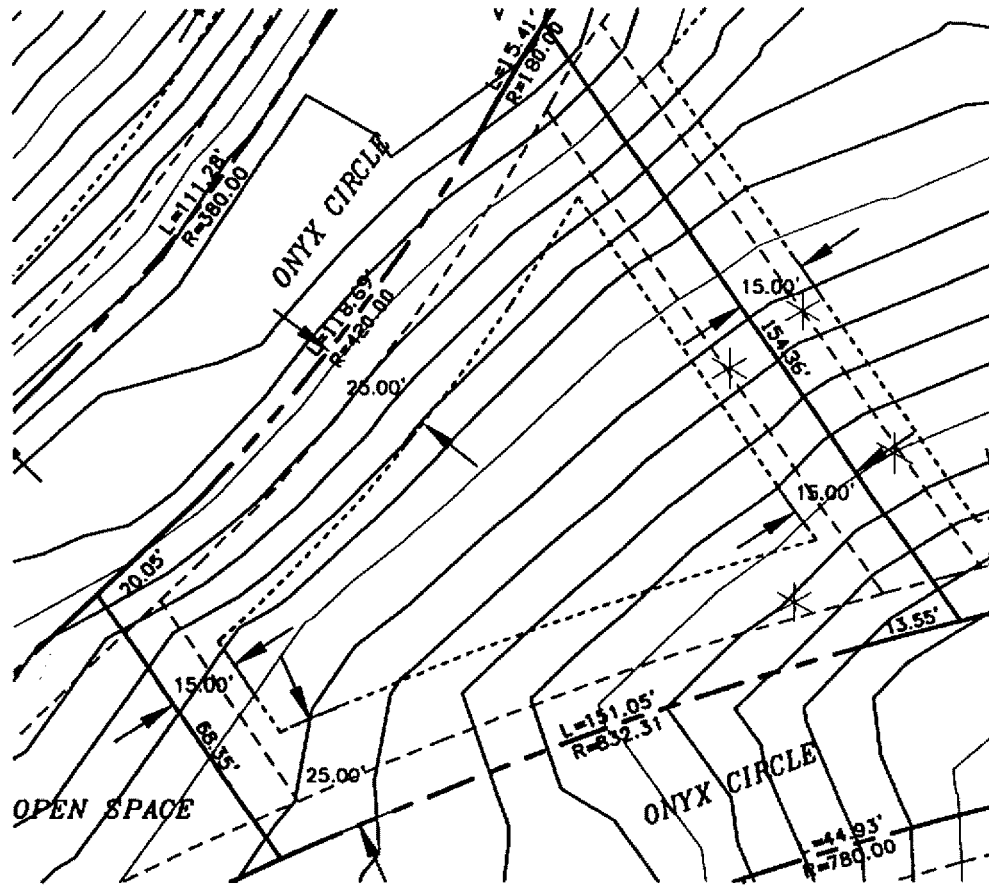


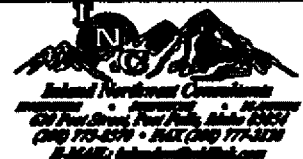
Exhibit B-43



BLACK ROCK REFERENCE: LOT 61  
 PLAT OF BLACK ROCK: LOT 1, BLOCK 12  
 BULD. HEIGHT RESTRICTION: 25'  
 BUILDING ENVELOPE AREA: 5,937 sf

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

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

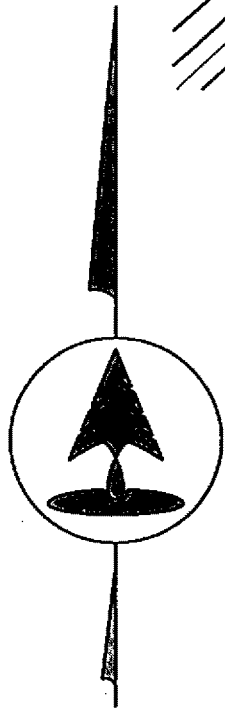
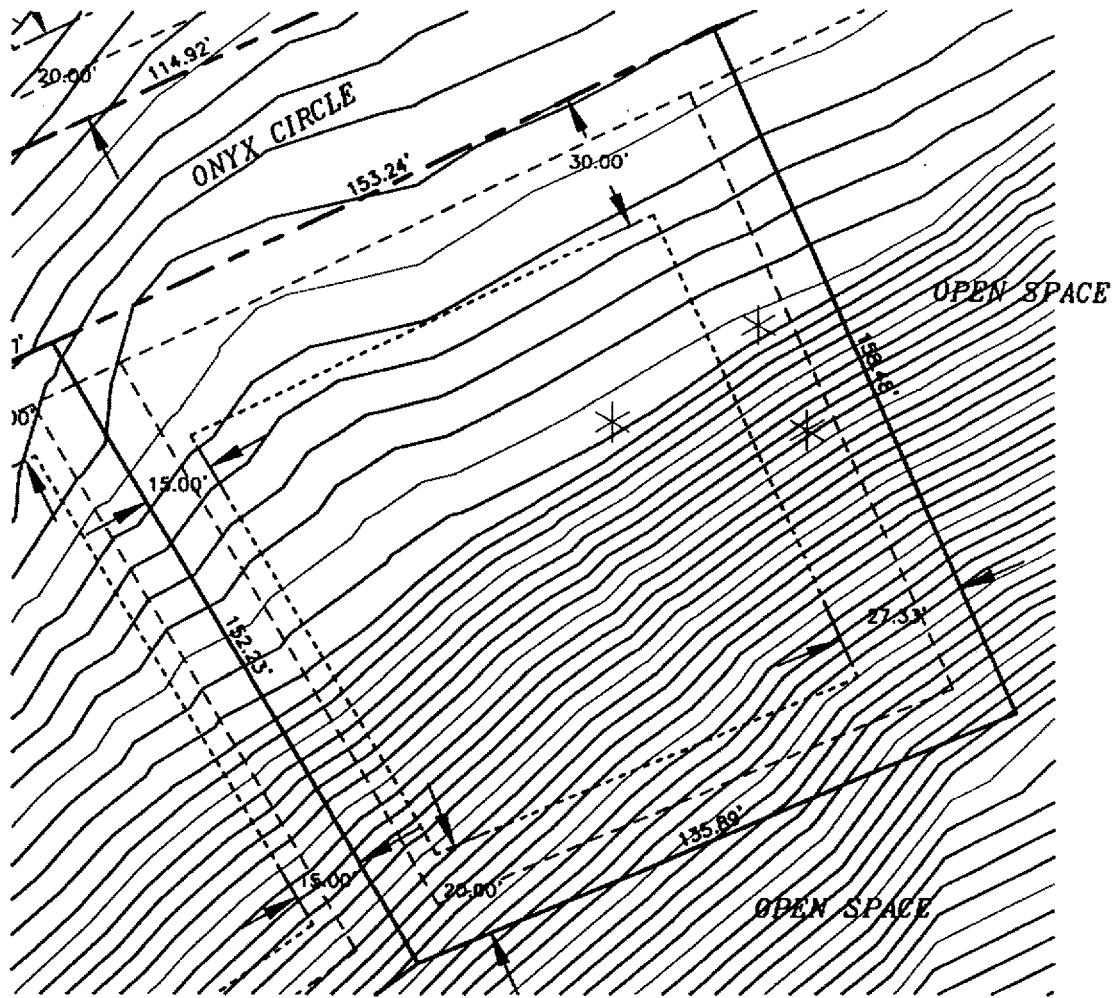


SCALE: 1"=40'

7/12/01

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

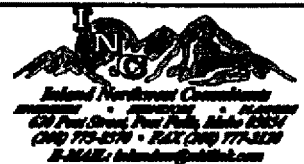
*Exhibit B-44*



BLACK ROCK REFERENCE: LOT 62  
 PLAT OF BLACK ROCK: LOT 17, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 10,632 sf

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

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

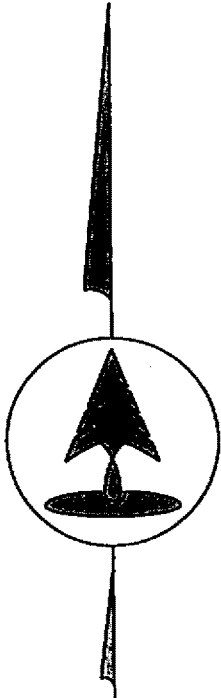
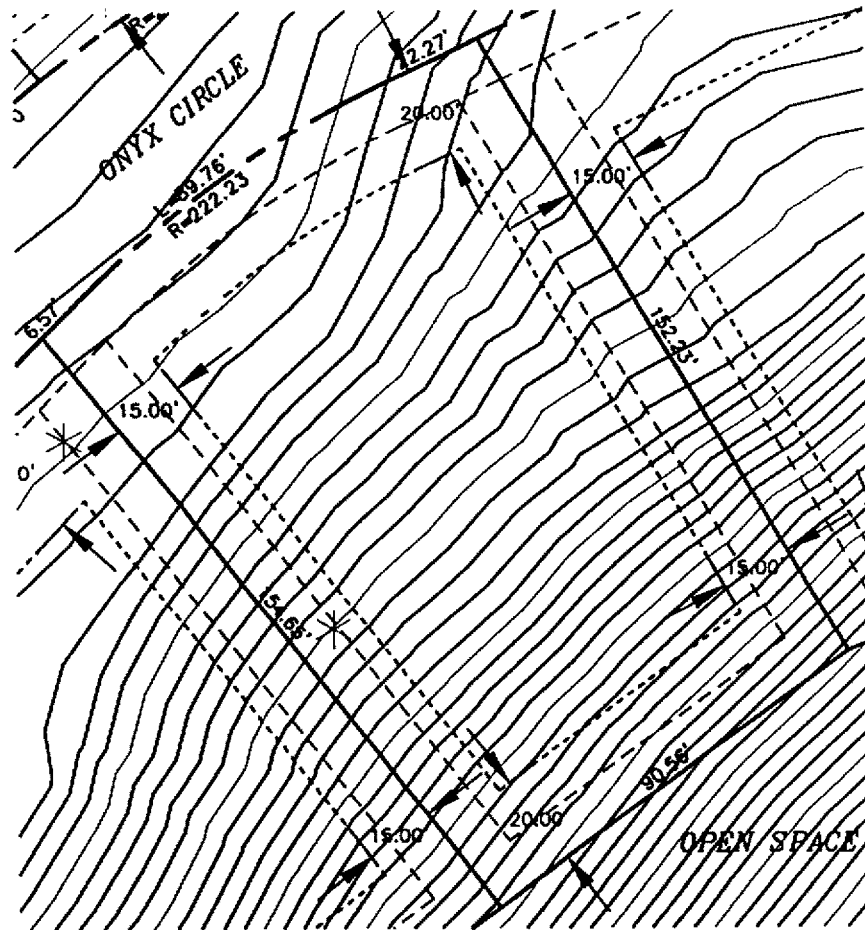


SCALE: 1"=40'

7/12/01

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

*Exhibit B.45*



BLACK ROCK REFERENCE: LOT 63  
 PLAT OF BLACK ROCK: LOT 16, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 8,397 sf

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

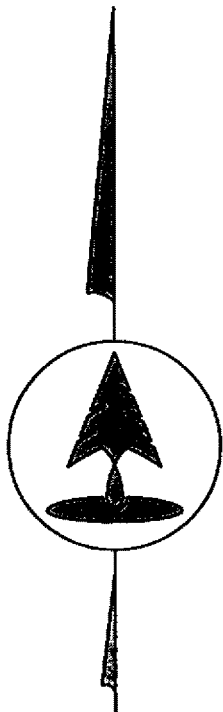
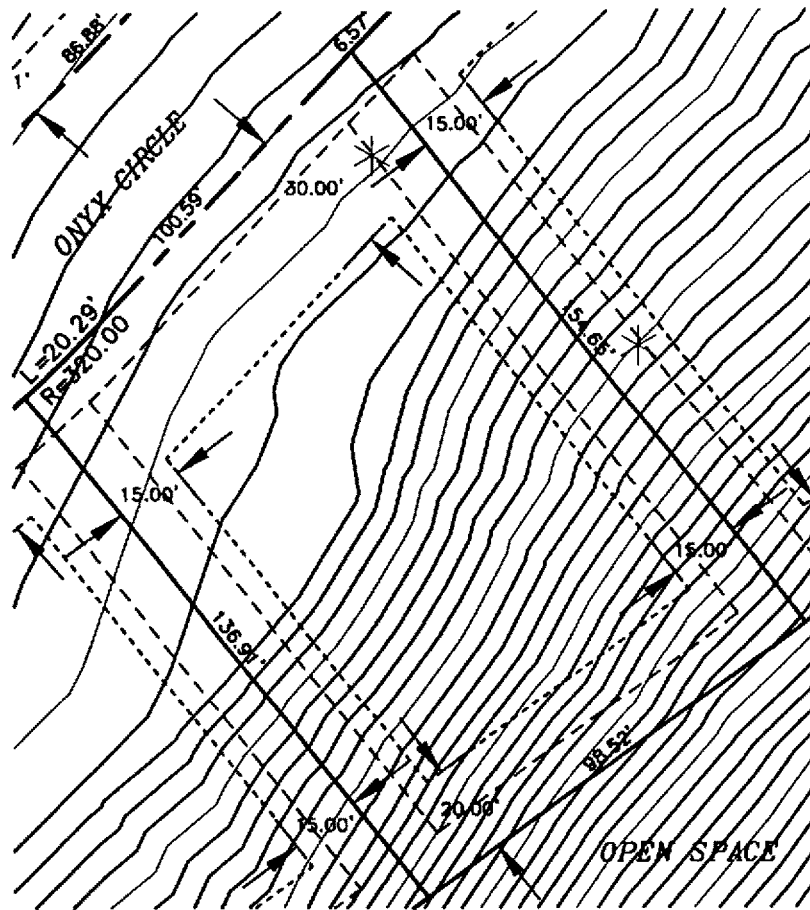
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

SCALE: 1"=40'

7/12/01

Z:/DATABASE/BLACK ROCK/000048/DWG/tot B.5x11-b

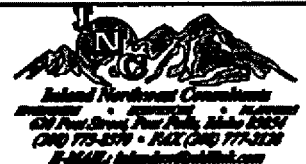
*Exhibit B-46*



BLACK ROCK REFERENCE: LOT 64  
 PLAT OF BLACK ROCK: LOT 15, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 25'  
 BUILDING ENVELOPE AREA: 6,543 sf

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

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

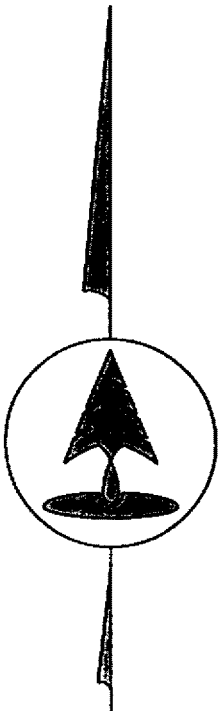
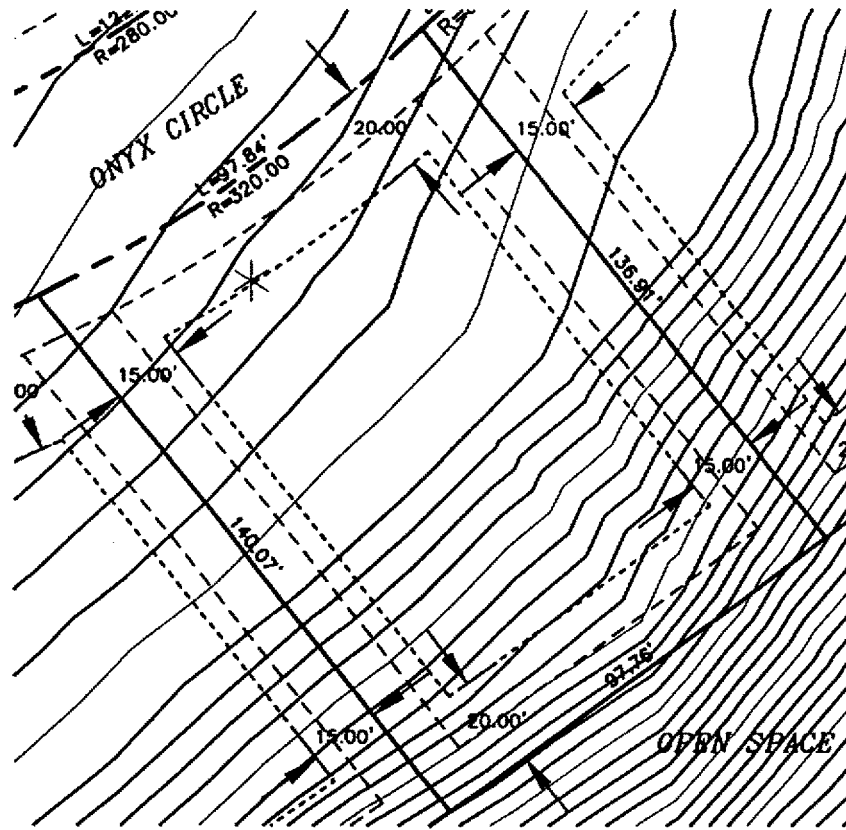


SCALE: 1"=40'

7/12/01

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

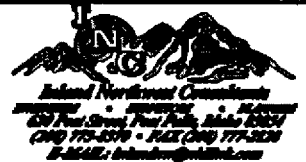
*Exhibit B-47*



BLACK ROCK REFERENCE: LOT 65  
 PLAT OF BLACK ROCK: LOT 14, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 6,436 sf

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

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

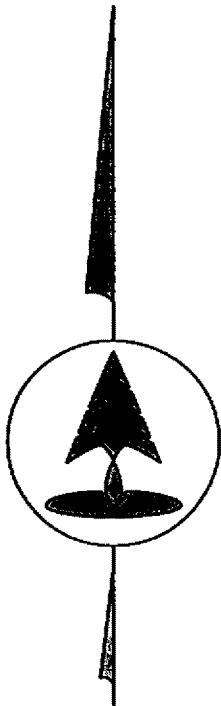
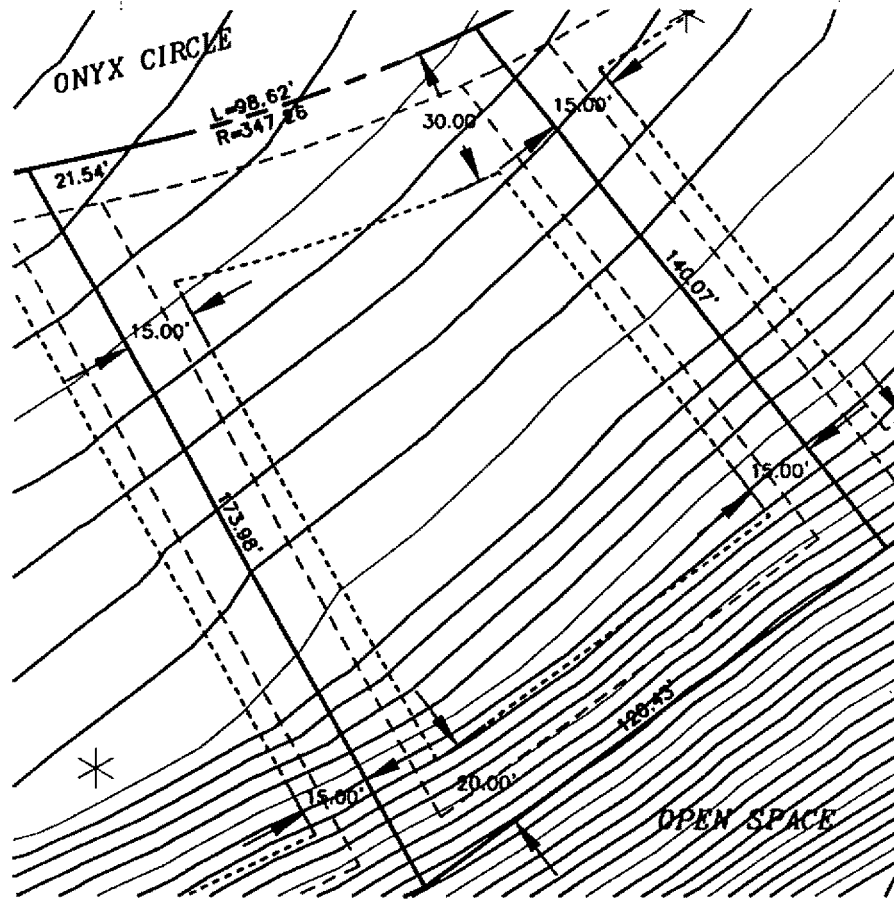


SCALE: 1"=40'

7/12/01

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

*Exhibit B.48*



BLACK ROCK REFERENCE:	LOT 66	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 13, BLOCK 13	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	25'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	8,062 sf		

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

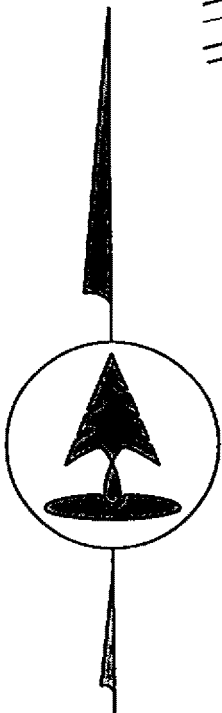
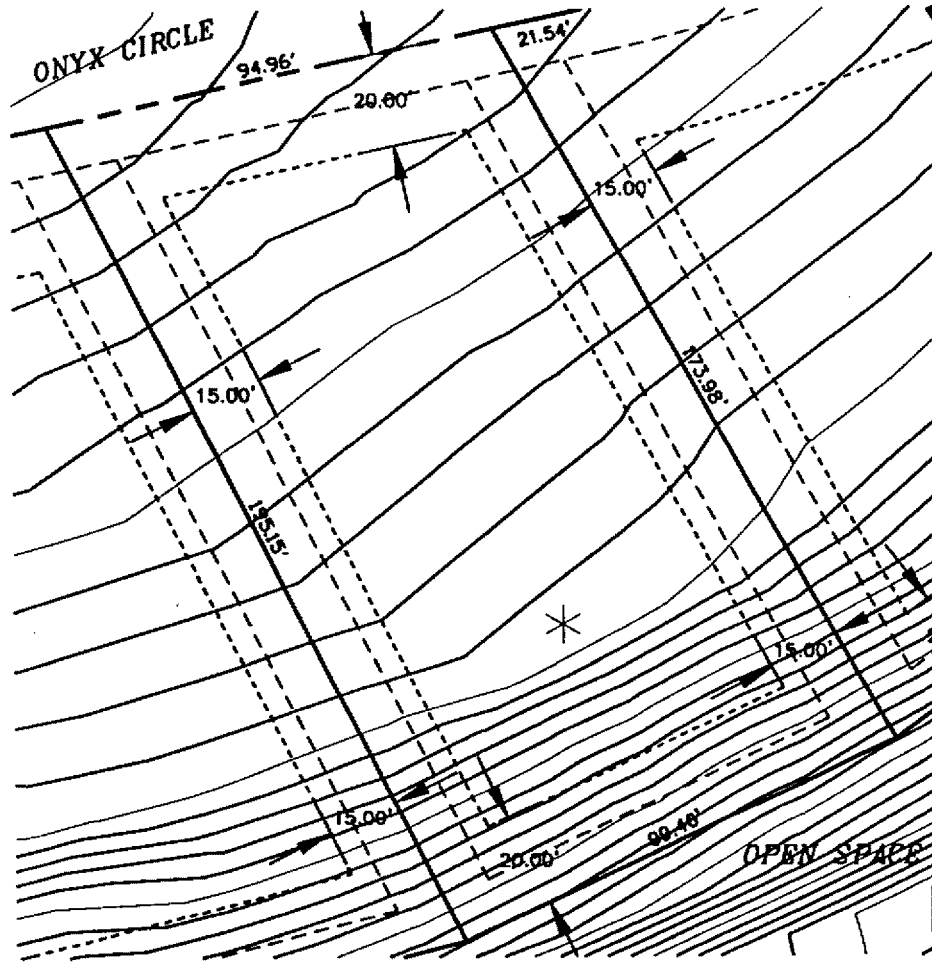


SCALE: 1"=40'

7/12/01

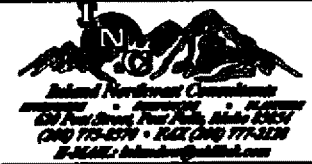
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

*Exhibit B.49*



BLACK ROCK REFERENCE:	LOT 67	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 12, BLOCK 13	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	22'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	9,439 sf		

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

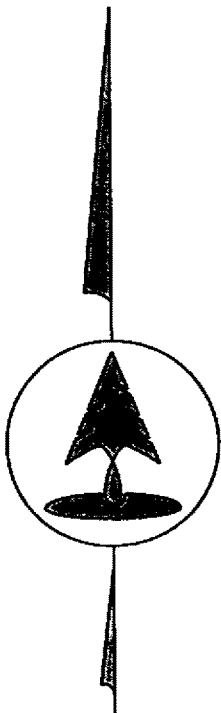
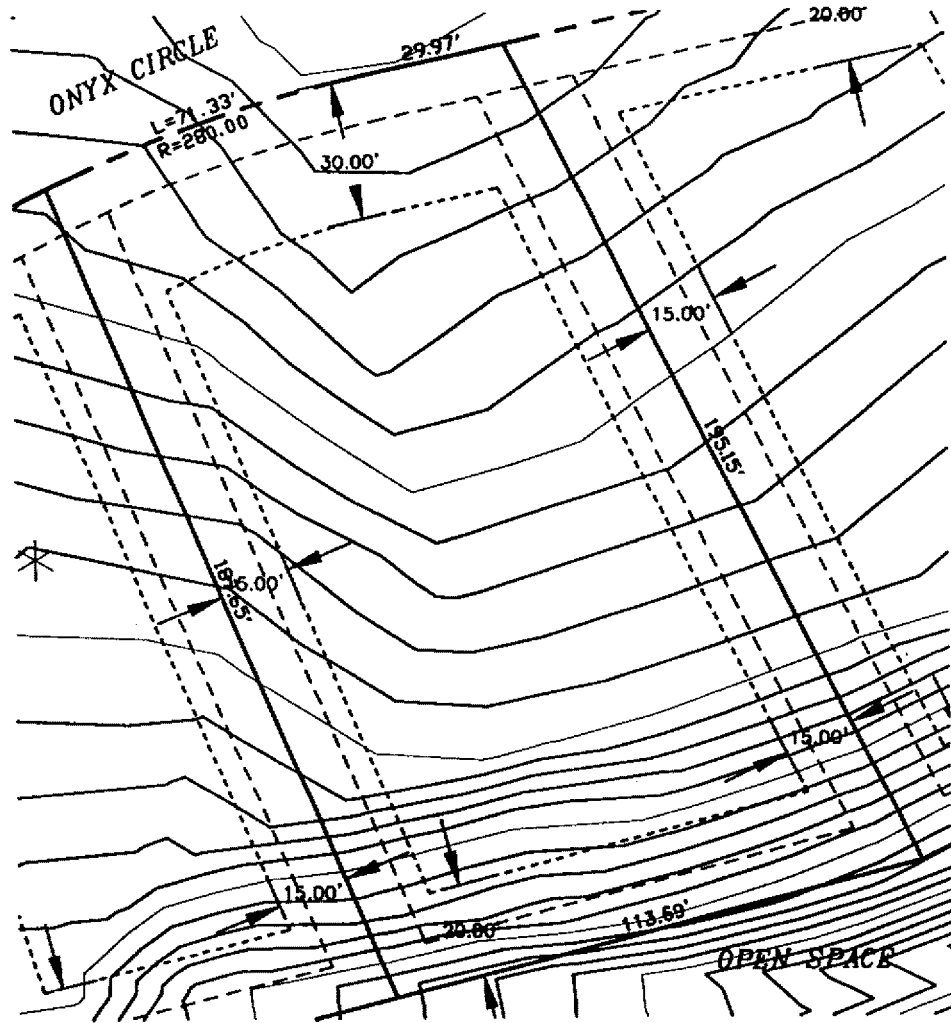


SCALE: 1"=40'

7/12/01

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

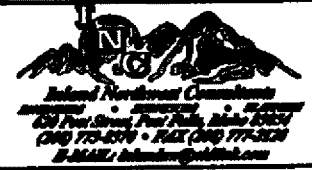
*Exhibit B.50*



BLACK ROCK REFERENCE: LOT 6B  
 PLAT OF BLACK ROCK: LOT 11, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 10,976 sf

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

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

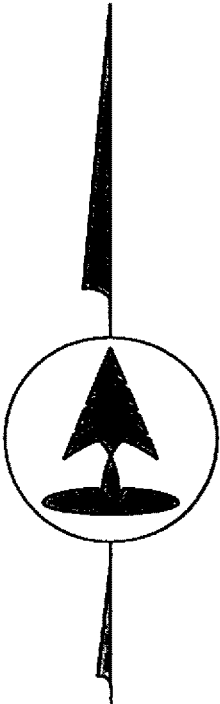
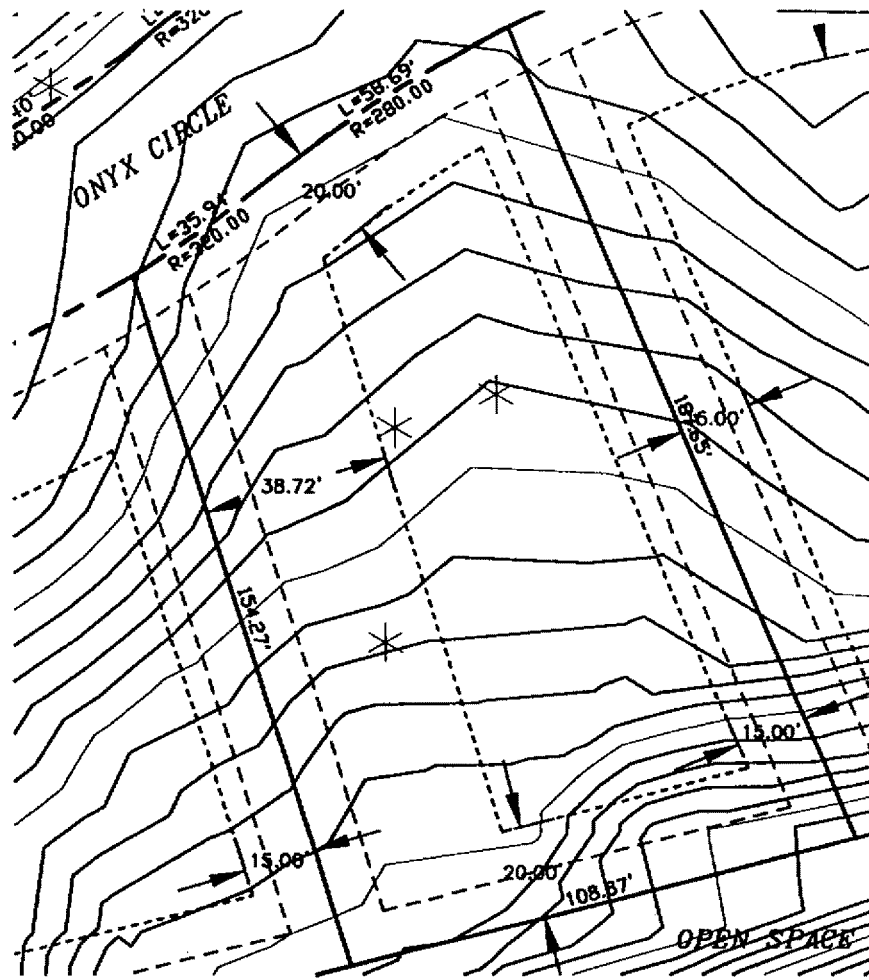


SCALE: 1"=40'

7/12/01

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

*Exhibit B-51*



BLACK ROCK REFERENCE:	LOT 69	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 10, BLOCK 13	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	25'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	6,263 sf		

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

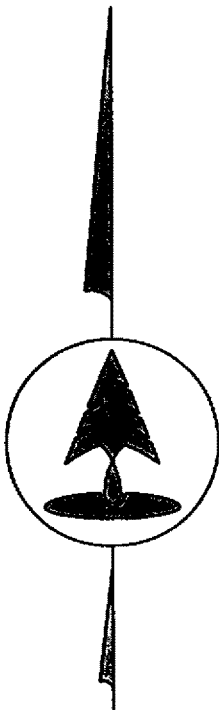
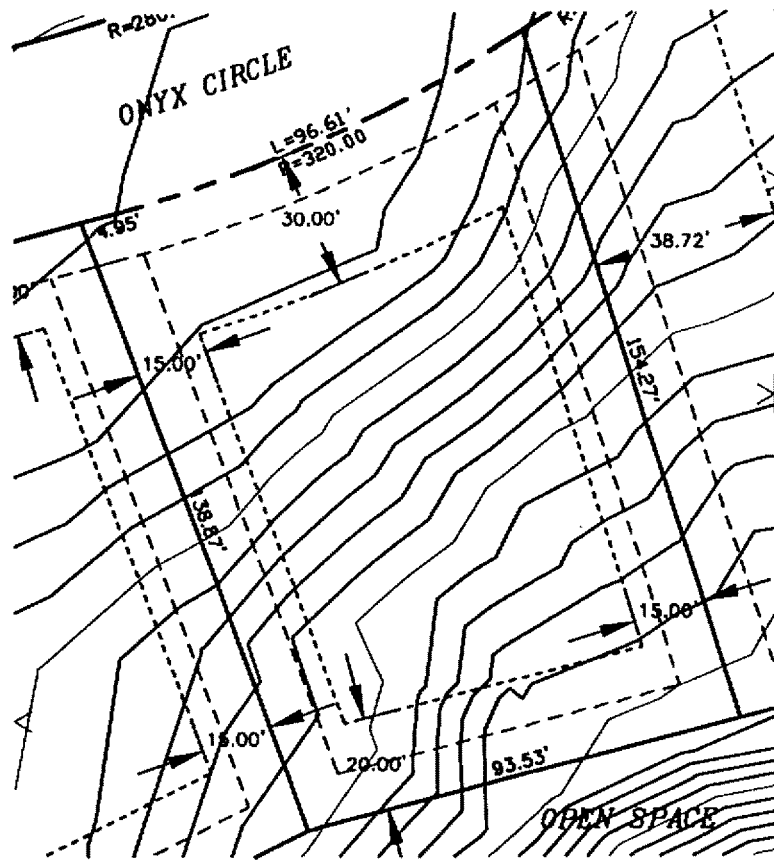


SCALE: 1"=40'

7/12/01

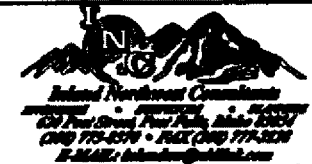
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

*Exhibit B-52*



BLACK ROCK REFERENCE:	LOT 70	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 9, BLOCK 13	- - - - -	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	20'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	6,195 sf		

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

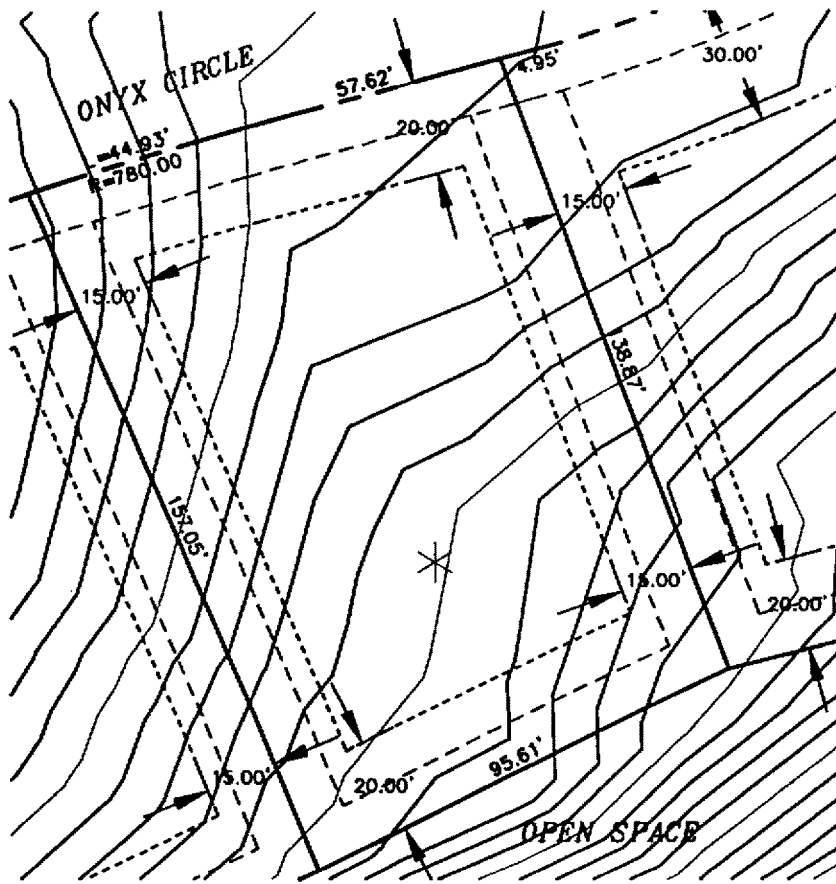


SCALE: 1"=40'

7/12/01

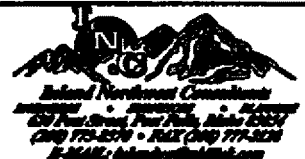
Z:/DATABASE/BLACK ROCK/000048/DWG/lot B.5x11-b

*Exhibit B-53*



BLACK ROCK REFERENCE:	LOT 71	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 8, BLOCK 13	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	7,437 sf		

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

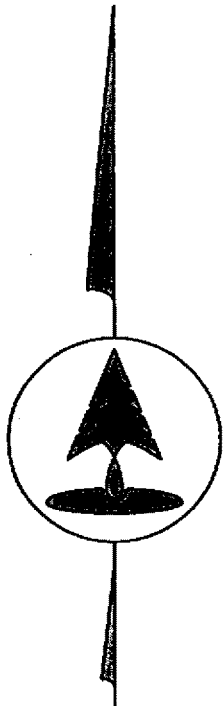
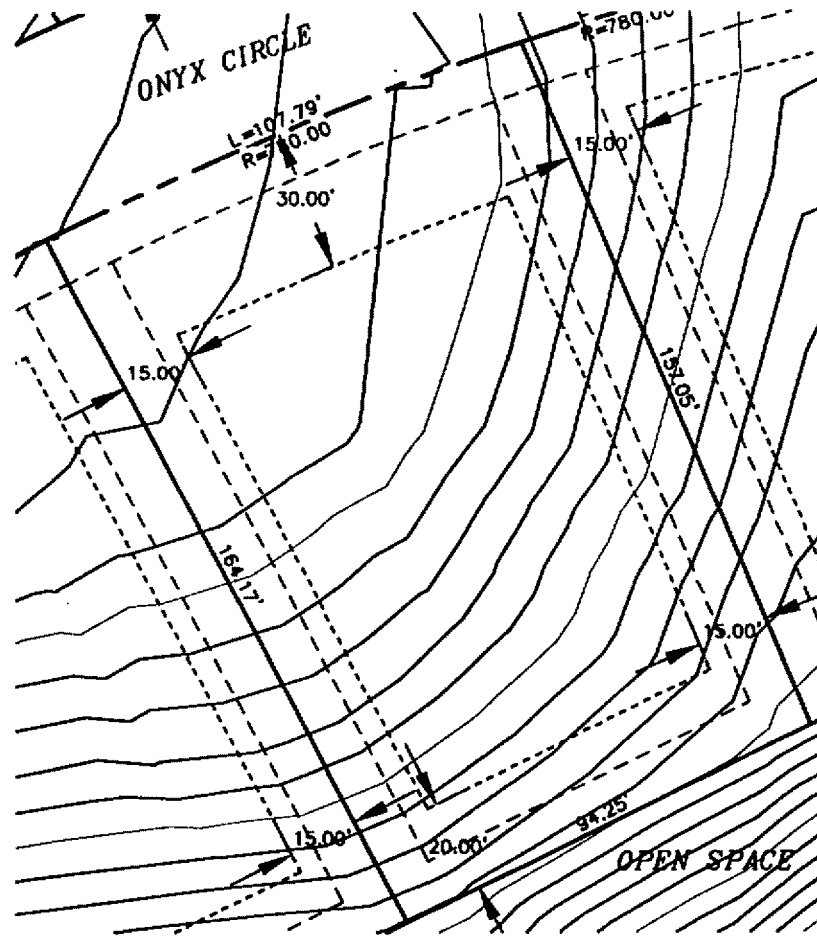


SCALE: 1"=40'

7/12/01

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

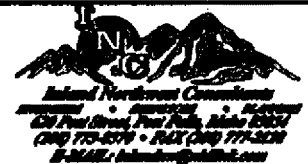
*Exhibit B-54*



BLACK ROCK REFERENCE: LOT 72  
 PLAT OF BLACK ROCK: LOT 7, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 7,898 sf

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

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

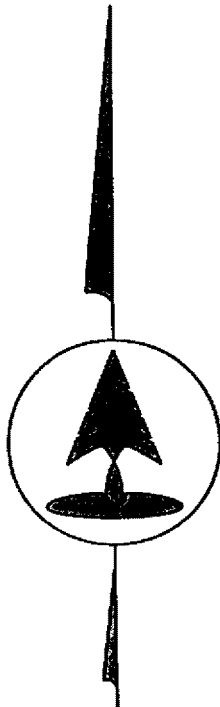
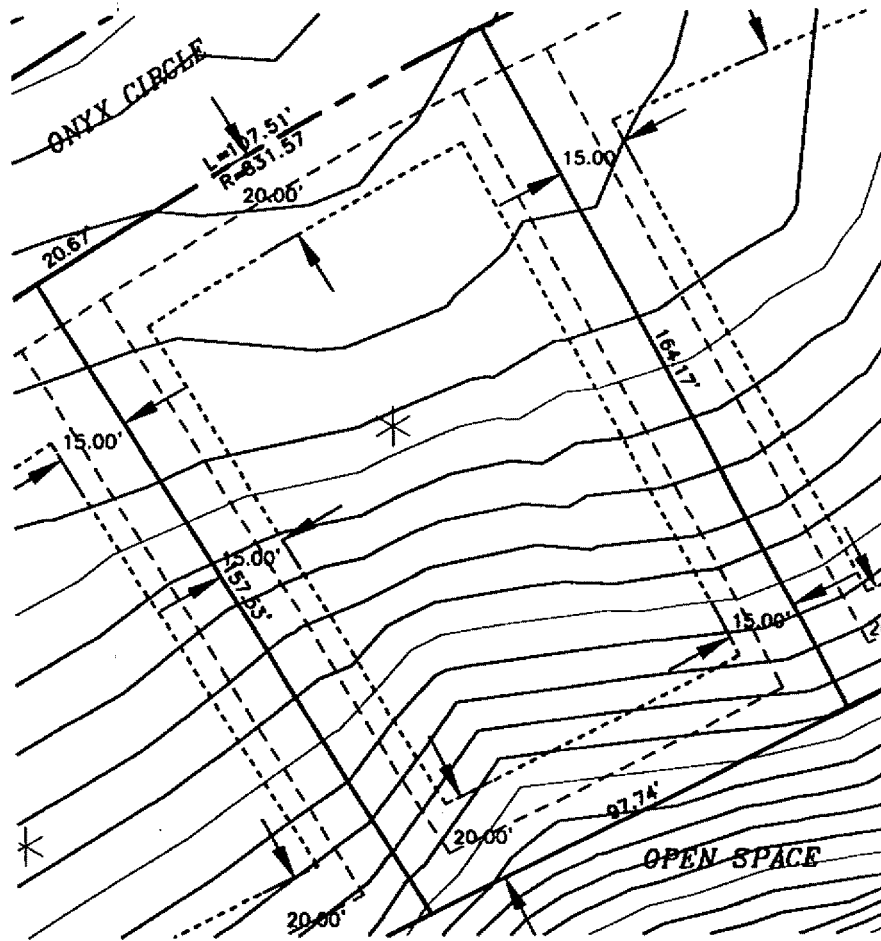


SCALE: 1"=40'

7/12/01

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

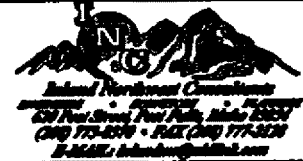
*Exhibit B.55*



BLACK ROCK REFERENCE: LOT 73  
 PLAT OF BLACK ROCK: LOT 6, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 8,863 sf

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

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

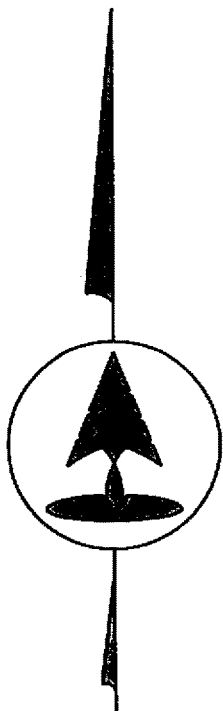
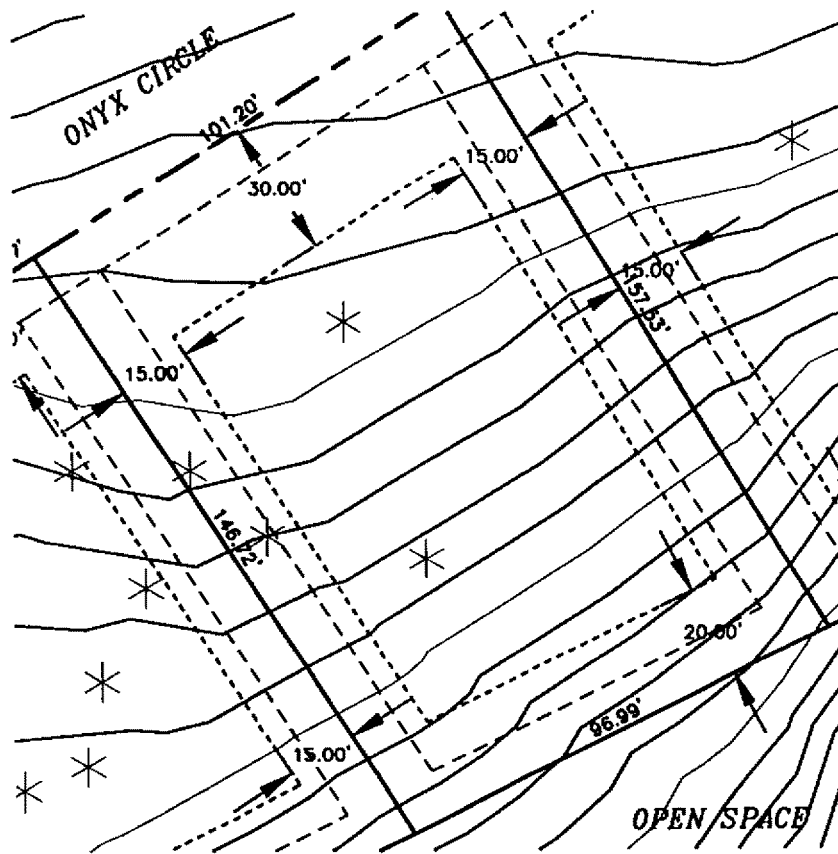


SCALE: 1"=40'

7/12/01

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

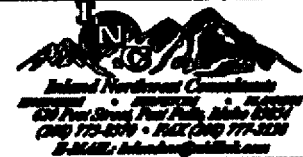
*Exhibit B-56*



BLACK ROCK REFERENCE: LOT 74  
 PLAT OF BLACK ROCK: LOT 5, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 7,014 sf

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

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

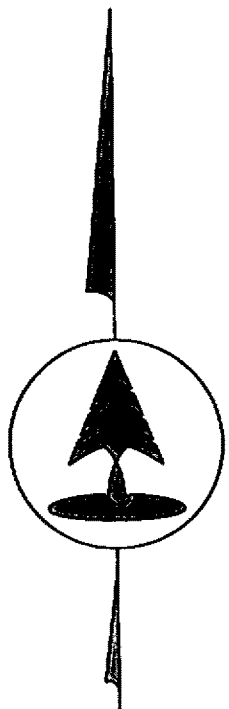
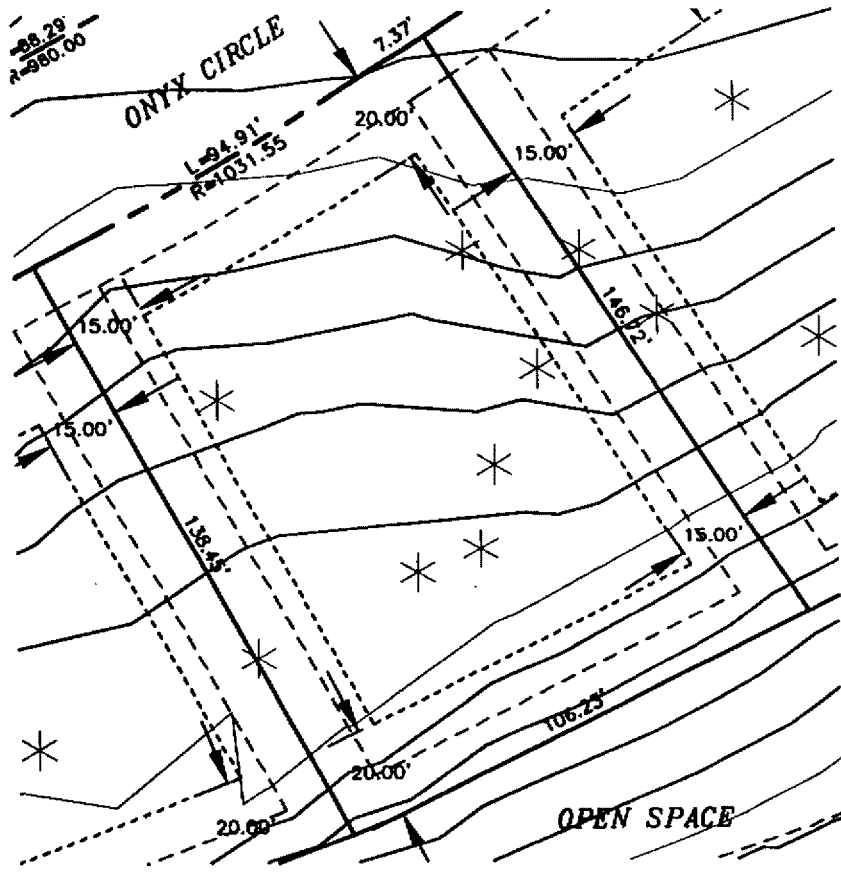


SCALE: 1"=40'

7/12/01

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

Exhibit B-57



BLACK ROCK REFERENCE: LOT 75  
 PLAT OF BLACK ROCK: LOT 4, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 7,180 sf

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

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

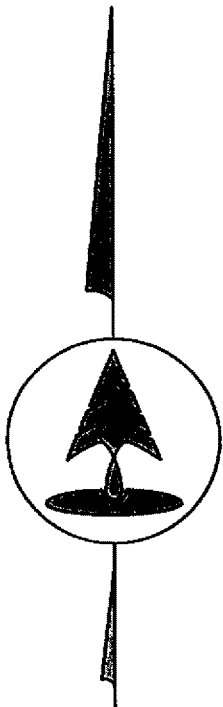
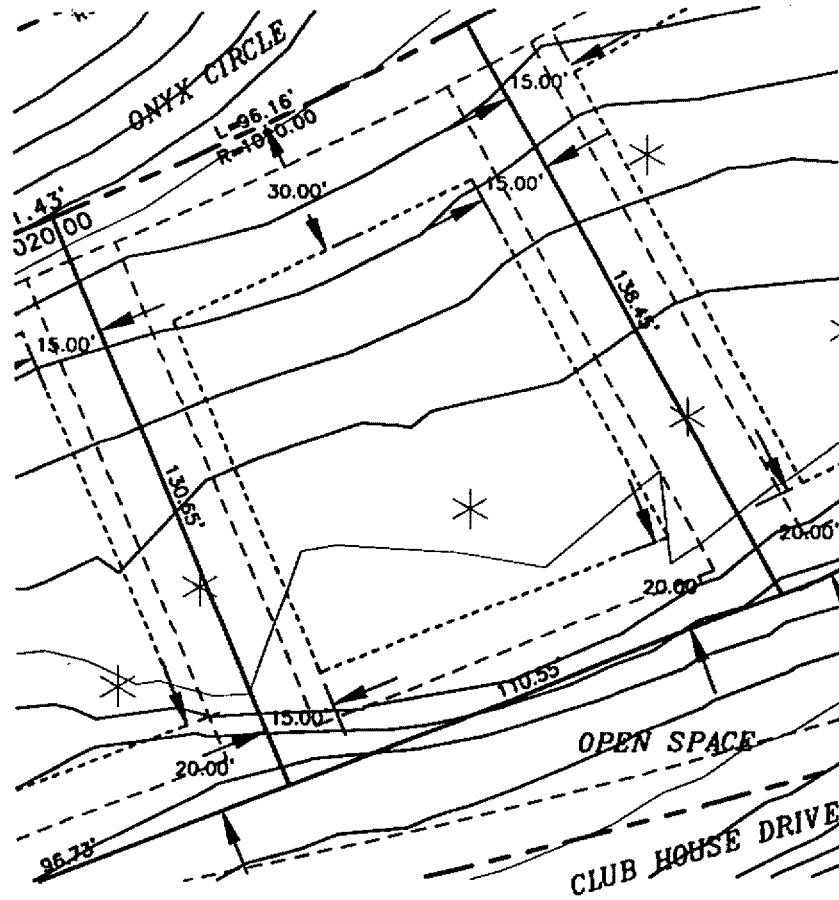


SCALE: 1"=40'

7/12/01

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

*Exhibit B-58*



BLACK ROCK REFERENCE: LOT 76  
 PLAT OF BLACK ROCK: LOT 3, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 6,148 sf

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

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

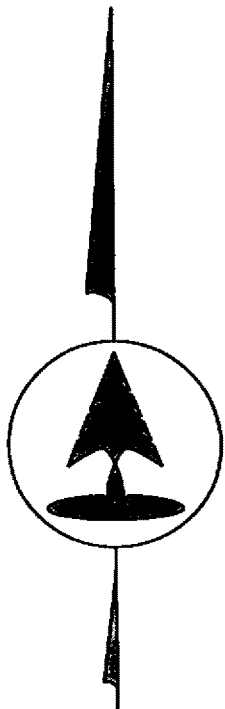
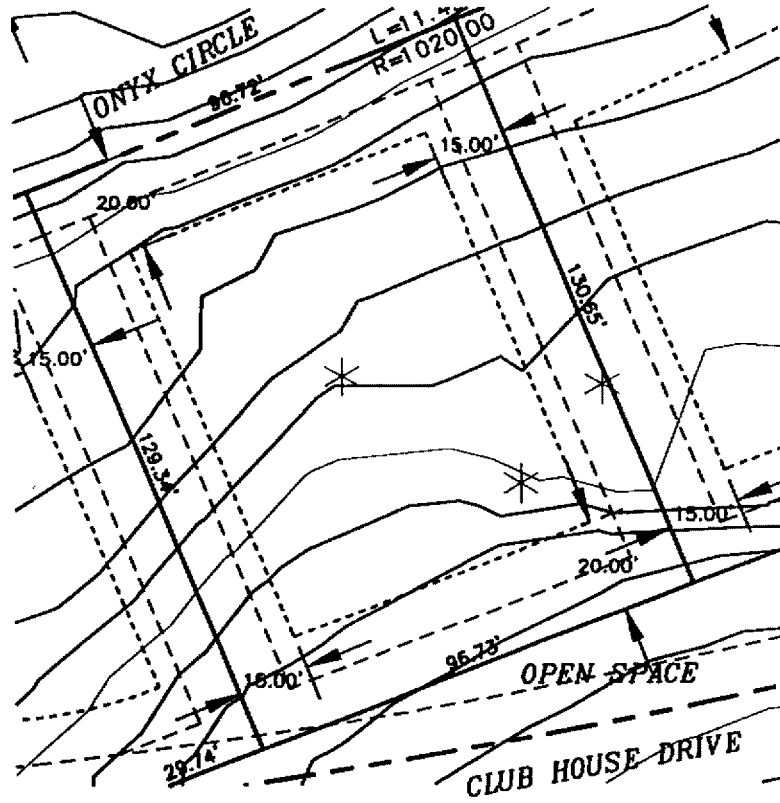


SCALE: 1"=40'

7/12/01

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

Exhibit B.59



BLACK ROCK REFERENCE:	LOT 77	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 2, BLOCK 13	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	22'	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	6,002 sf		

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

Coeur d'Alene  
**BLACK ROCK**

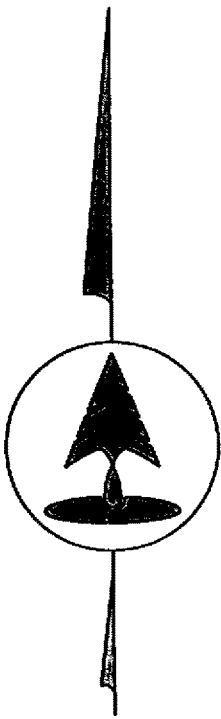
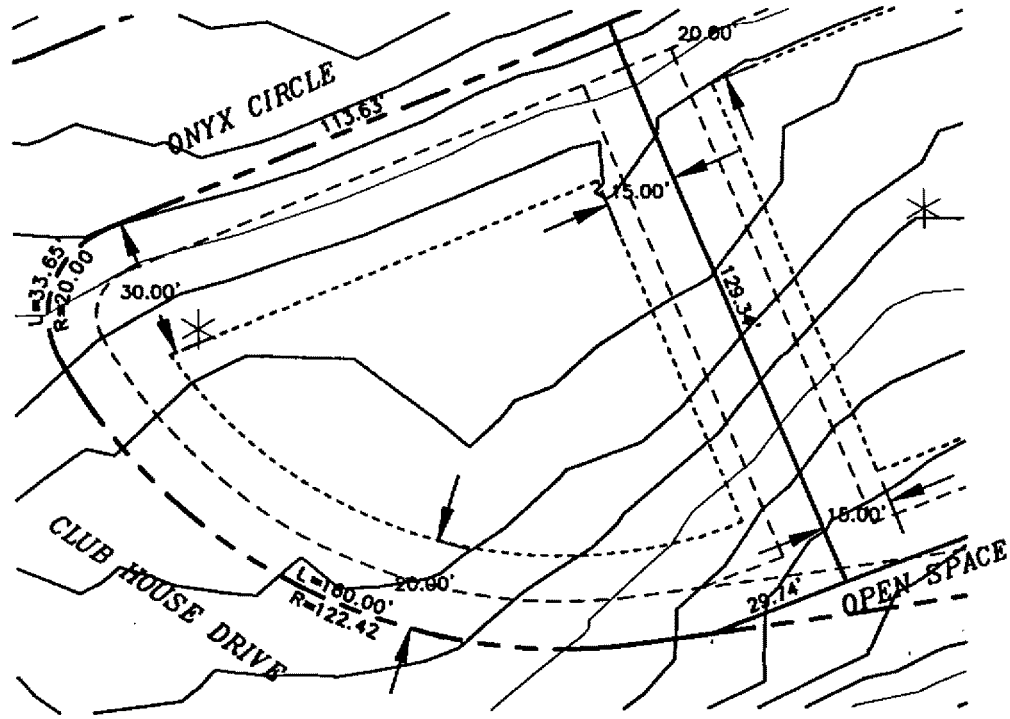
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

**NATIONAL NORTHWEST CONSULTANTS, INC.**  
 621 First Street, Four Oaks, Idaho 83854  
 (208) 773-8374 • FAX (208) 777-5259  
 B-MARK: bmark@nwc.com

SCALE: 1"=40'

7/12/01

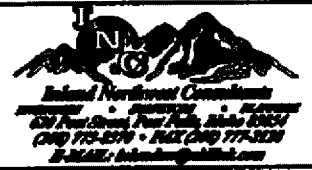
*Exhibit B-60*



BLACK ROCK REFERENCE: LOT 78  
 PLAT OF BLACK ROCK: LOT 1, BLOCK 13  
 BULD. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 5,695 sf

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

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

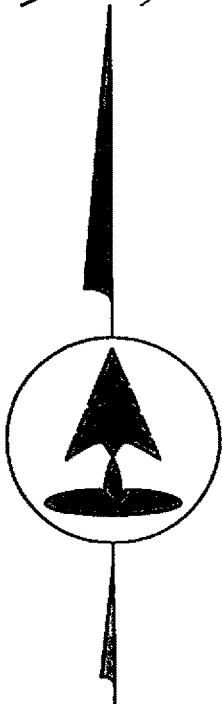
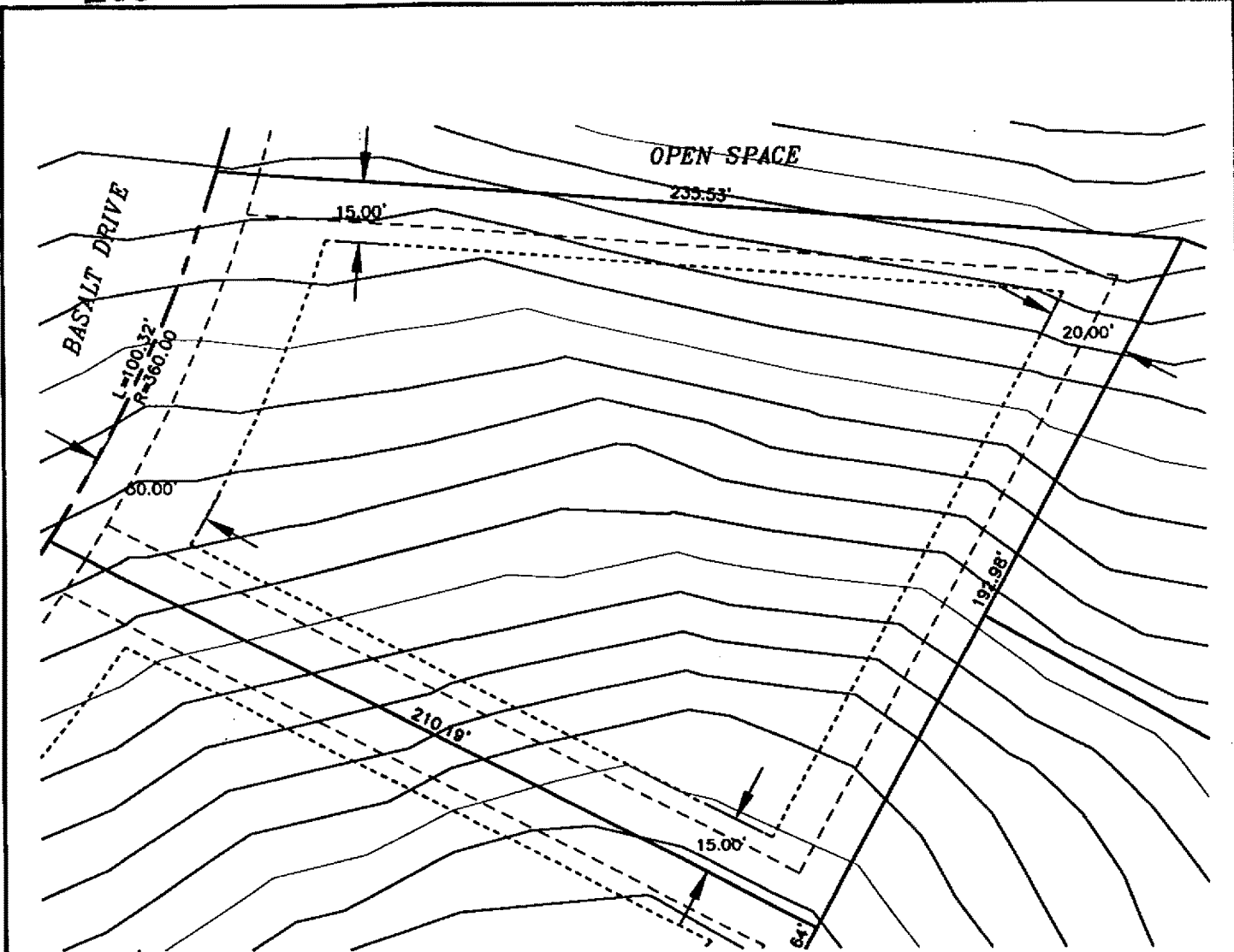


SCALE: 1"=40'

7/12/01

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

Exhibit B-61



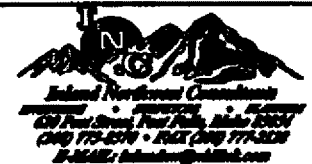
BLACK ROCK REFERENCE:	LOT 150	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 23, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	19,044 sf		

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

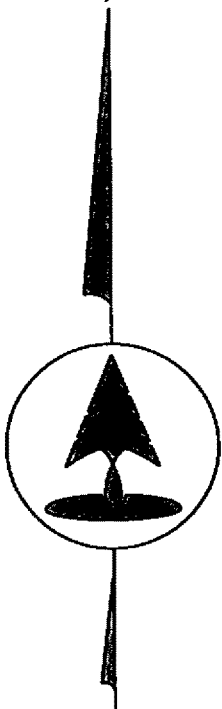
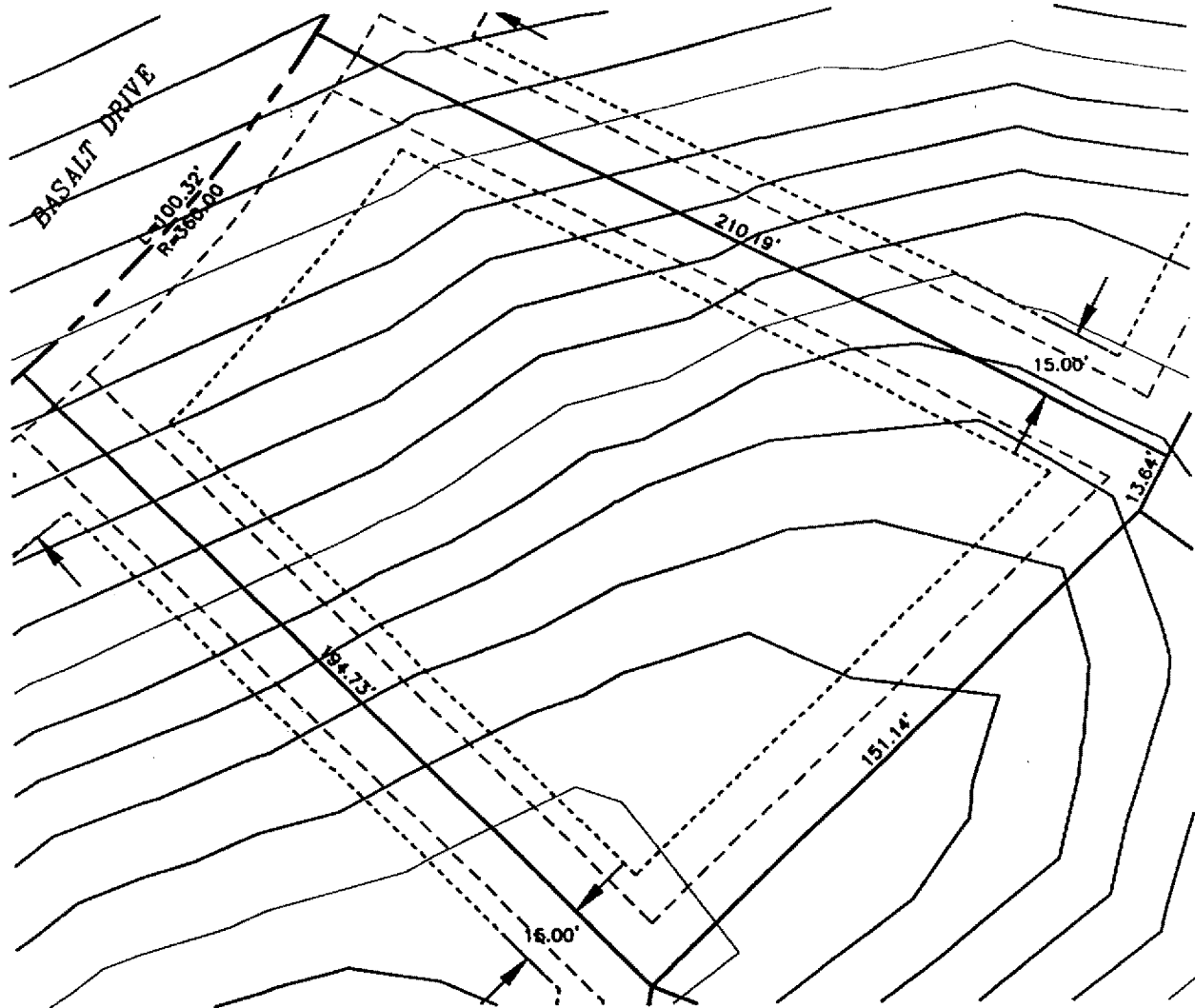
SCALE: 1"=40'

7/12/01

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



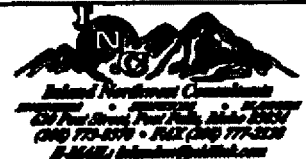
*Exhibit B-62*



BLACK ROCK REFERENCE: LOT 151  
 PLAT OF BLACK ROCK: LOT 22, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 15,367 sf

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

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

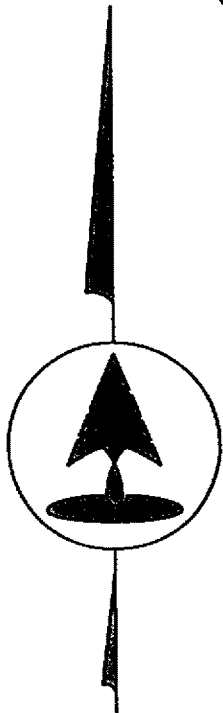
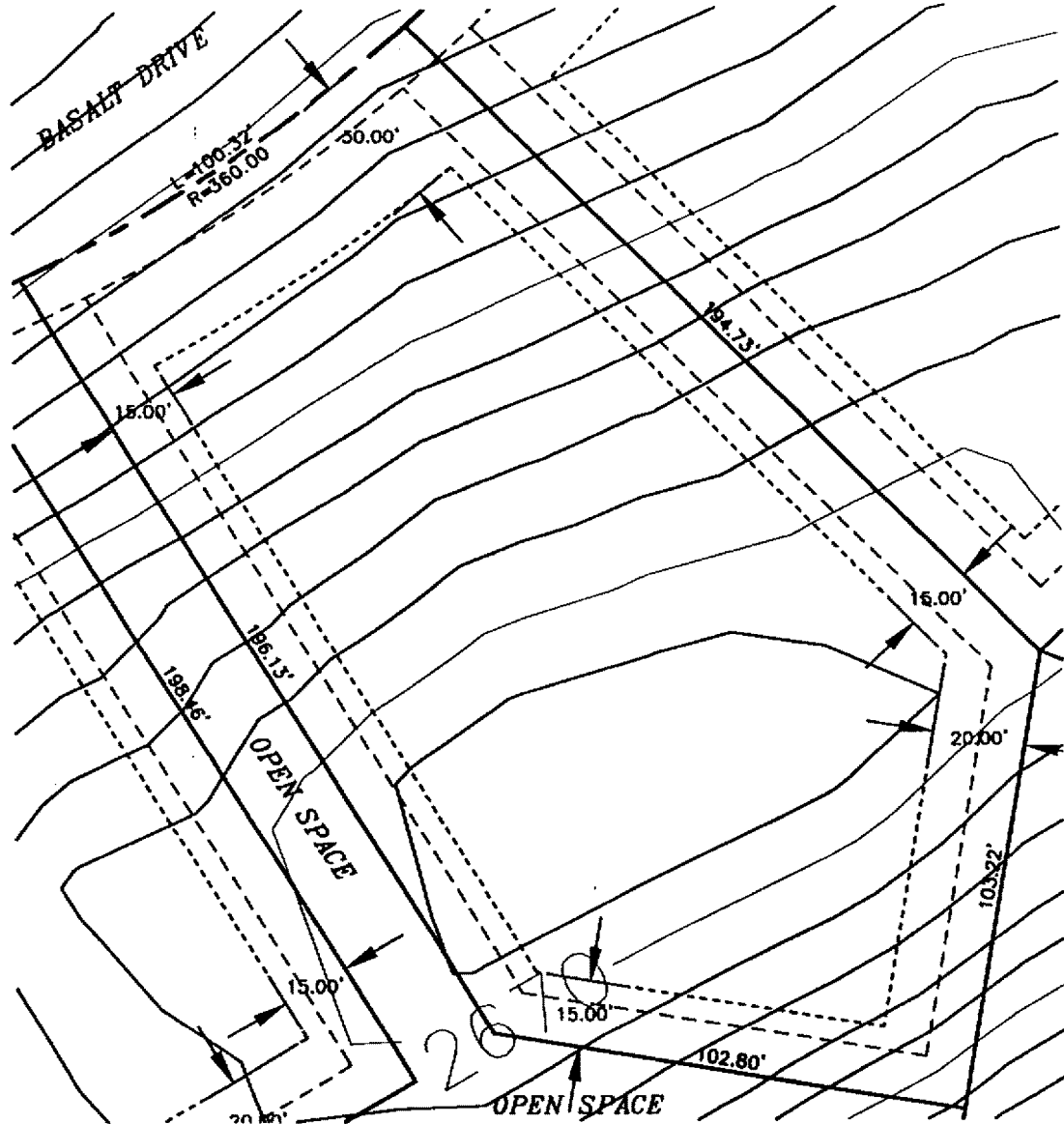


SCALE: 1"=40'

7/12/01

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

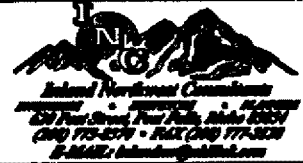
*Exhibit B-63*



BLACK ROCK REFERENCE: LOT 152  
 PLAT OF BLACK ROCK: LOT 21, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 17,750 sf

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

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

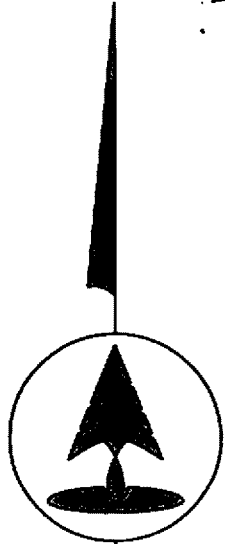
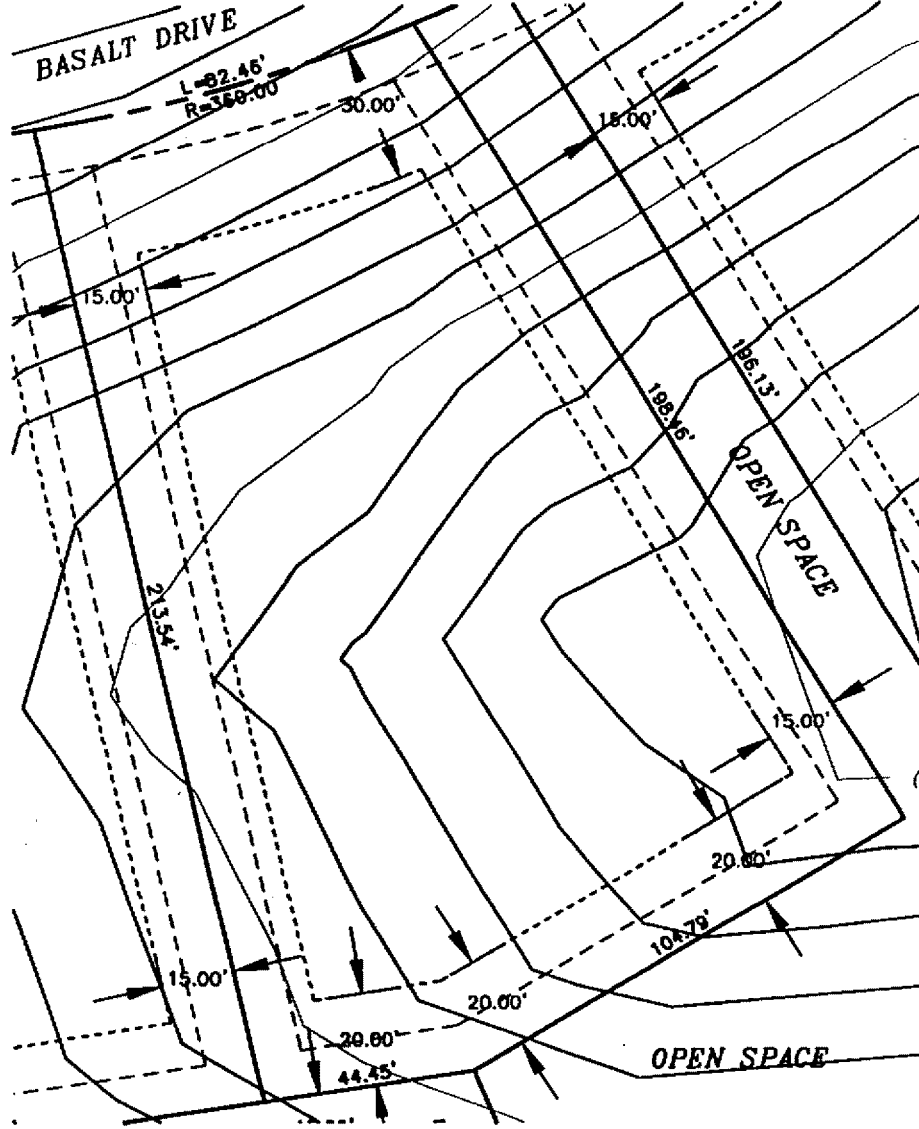


SCALE: 1"=40'

7/12/01

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

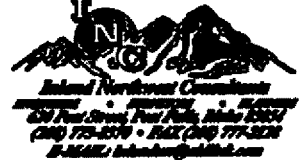
*Exhibit B-64*



BLACK ROCK REFERENCE: LOT 153  
 PLAT OF BLACK ROCK: LOT 20, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 13,769 sf

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

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

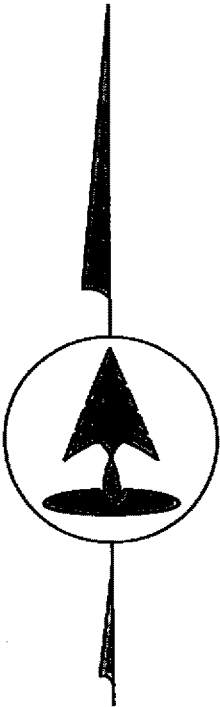
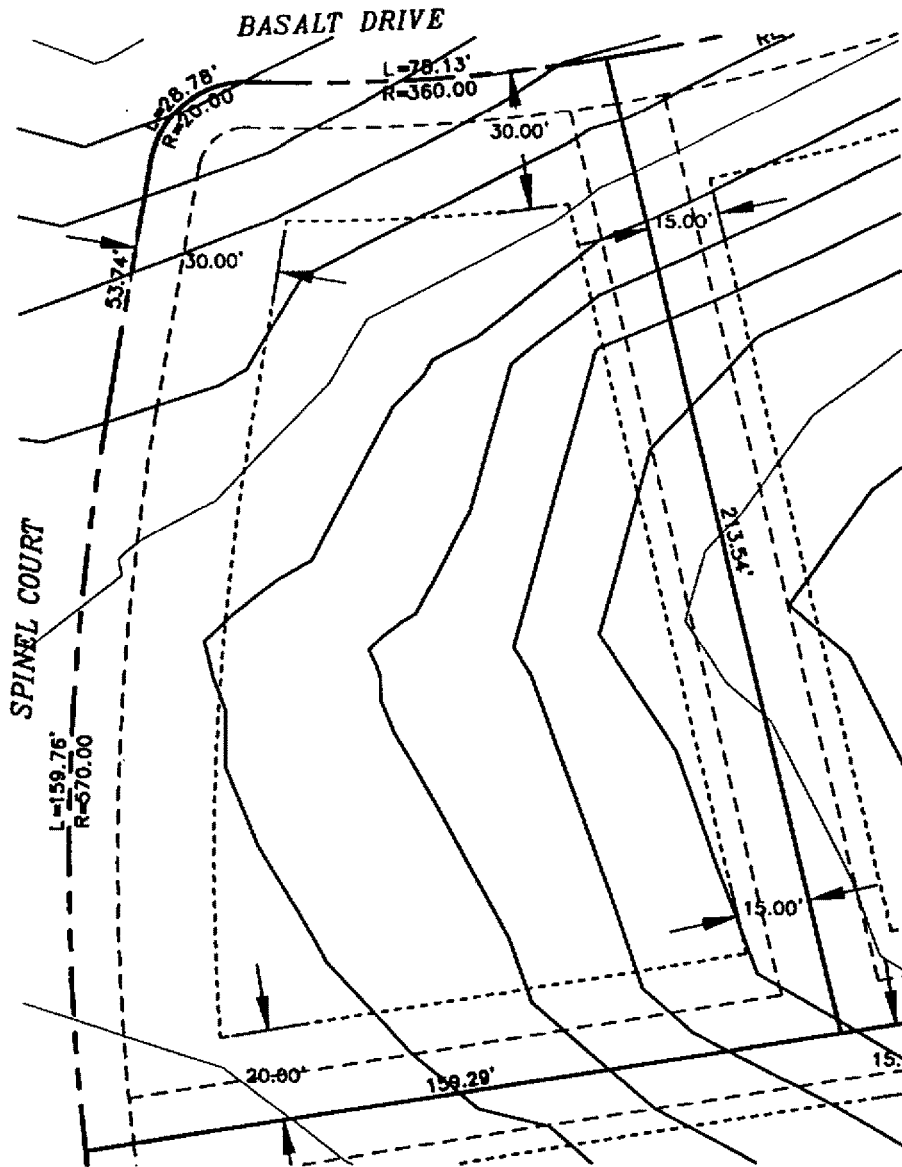


SCALE: 1"=40'

7/12/01

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

*Exhibit B.65*



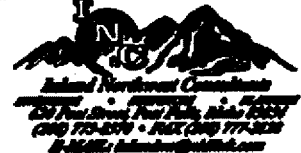
BLACK ROCK REFERENCE: LOT 154  
 PLAT OF BLACK ROCK: LOT 19, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 14,843 sf  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

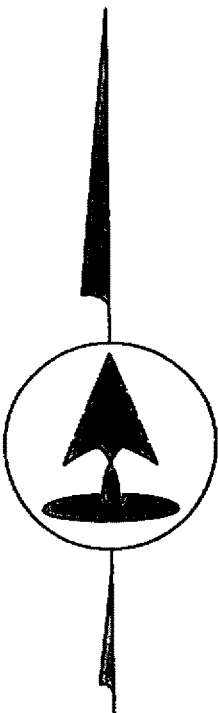
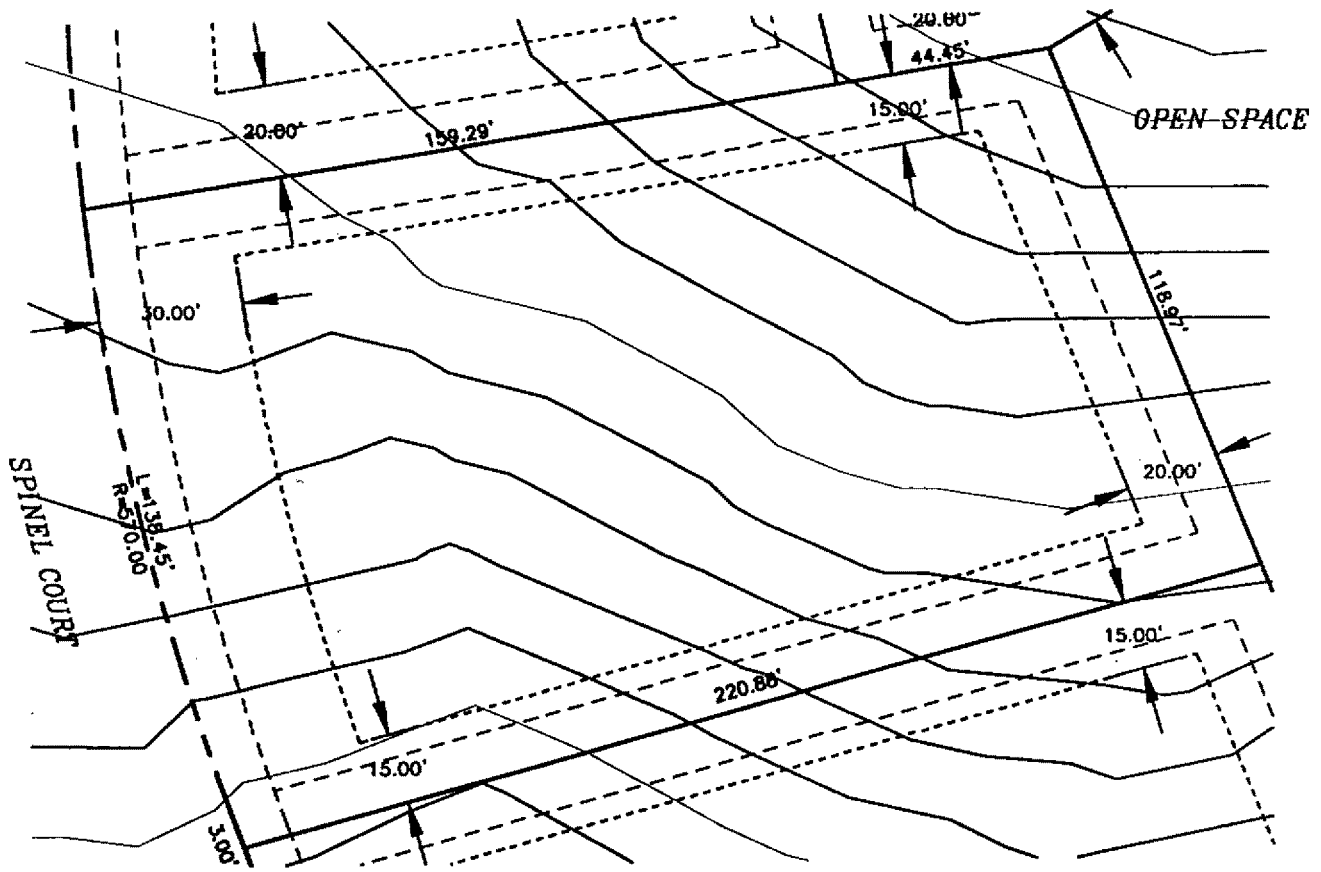
SCALE: 1"=40'

7/12/01

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



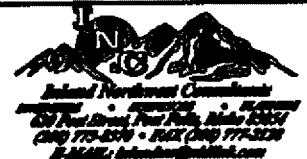
*Exhibit B-1010*



BLACK ROCK REFERENCE: LOT 155  
 PLAT OF BLACK ROCK: LOT 18, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 16,319 sf

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

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

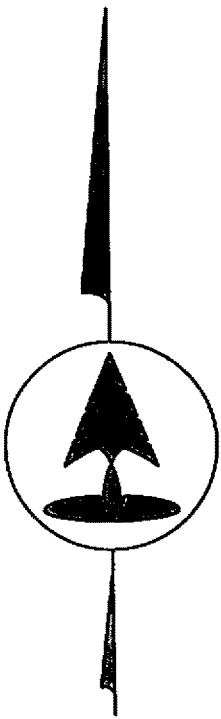
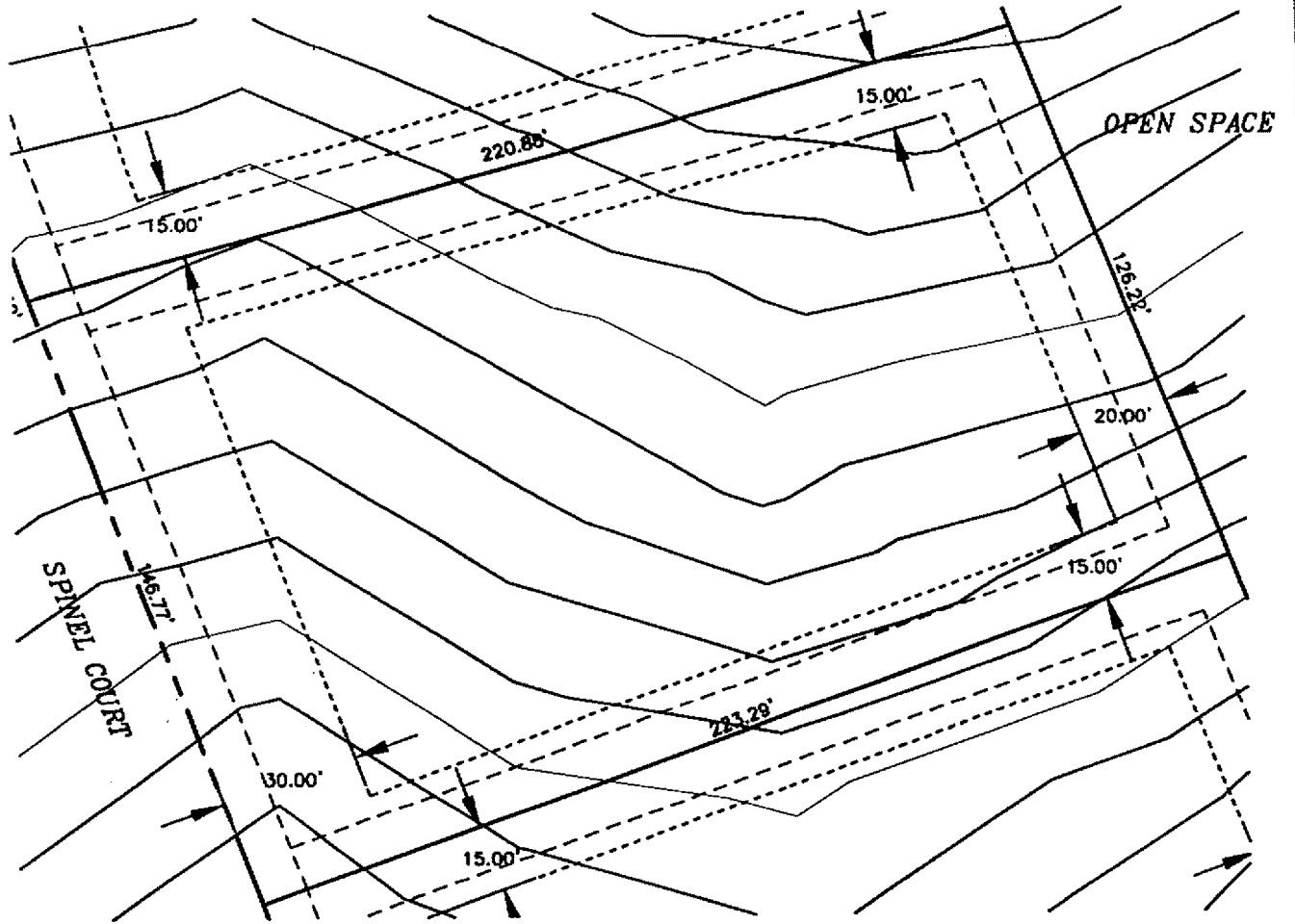


SCALE: 1"=40'

7/12/01

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

*Exhibit B-67*



BLACK ROCK REFERENCE: LOT 156  
 PLAT OF BLACK ROCK: LOT 17, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 17,923 sf

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

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

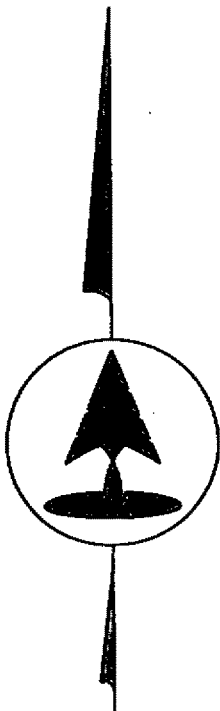
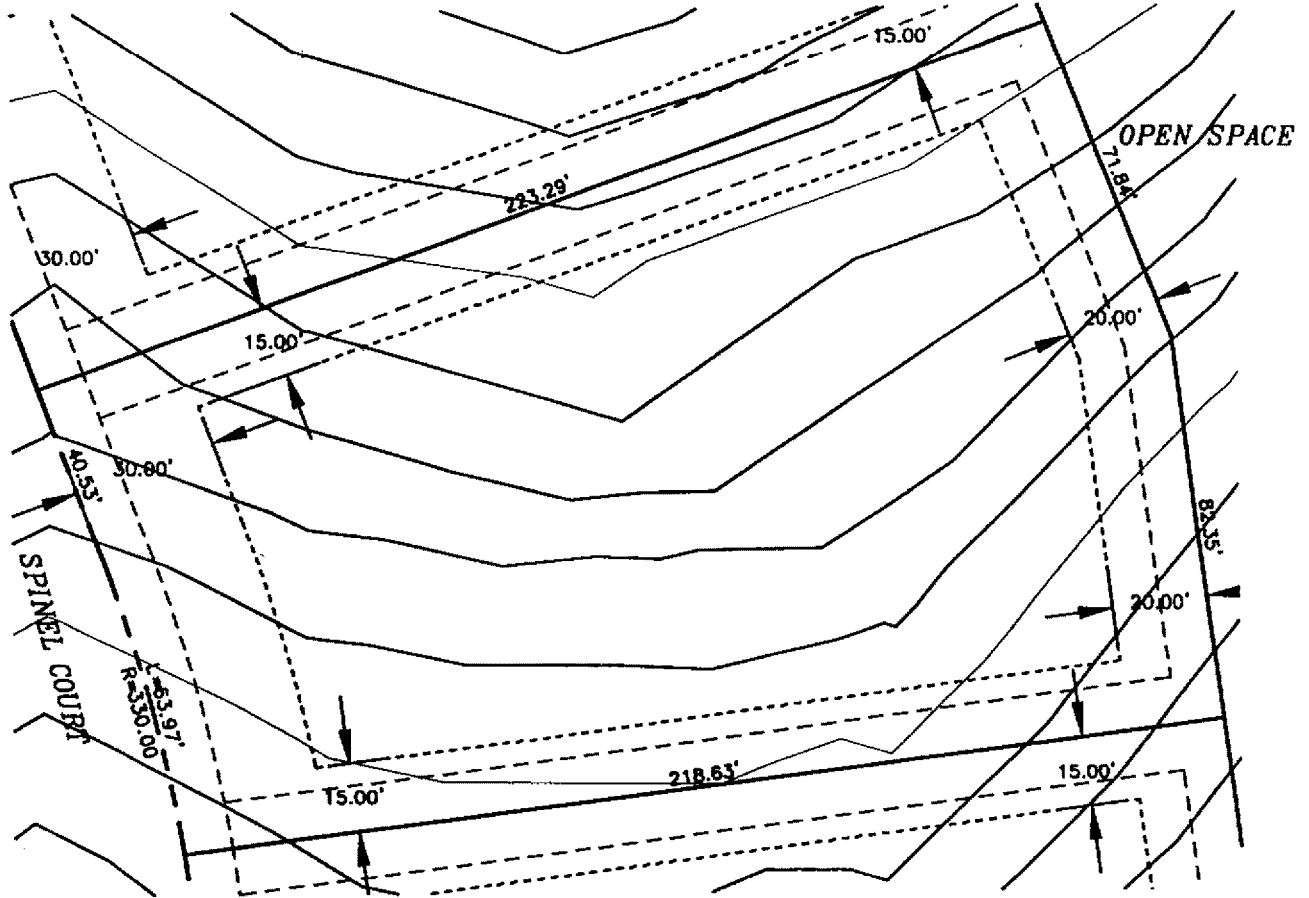


SCALE: 1"=40'

7/12/01

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

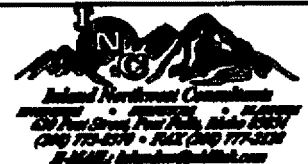
*Exhibit B-68*



BLACK ROCK REFERENCE: LOT 157  
 PLAT OF BLACK ROCK: LOT 16, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 17,362 sf

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

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

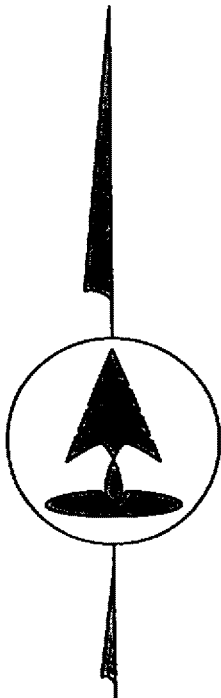
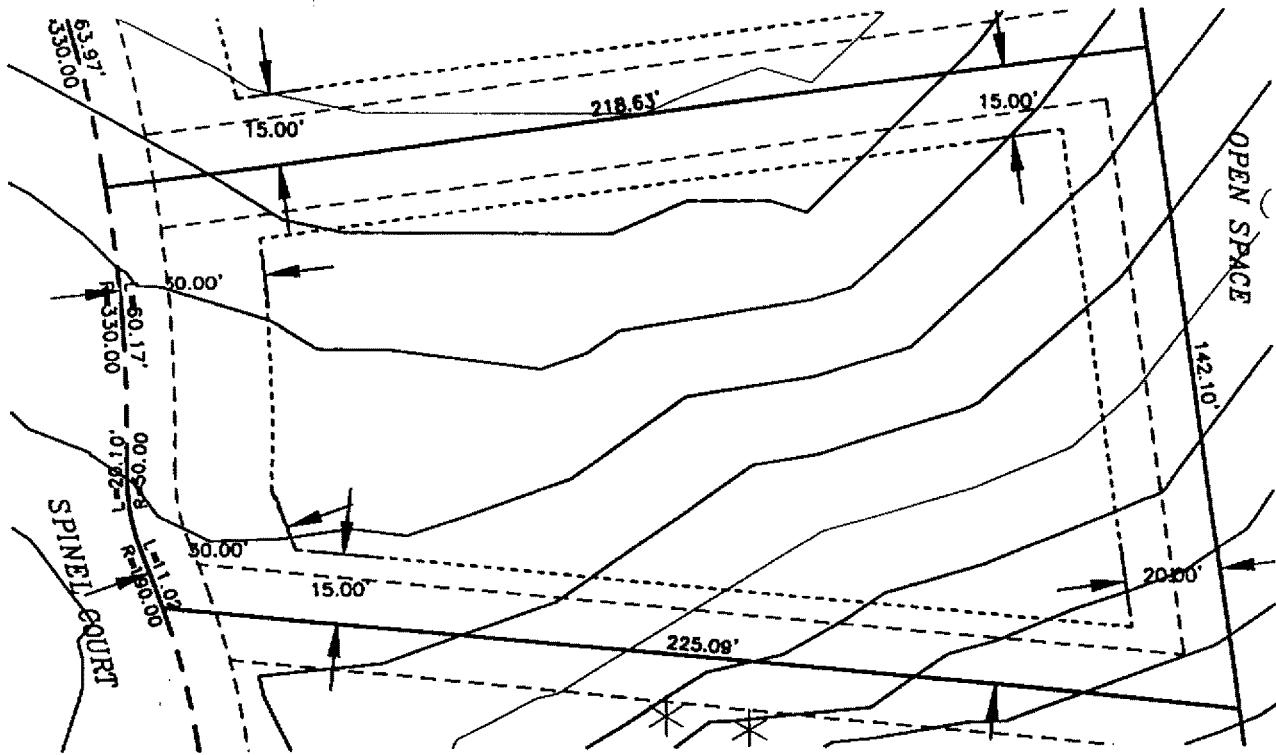


SCALE: 1"=40'

7/12/01

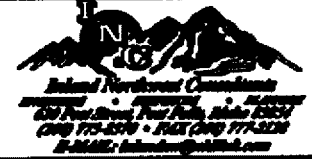
Z:/DATABASE/BLACK ROCK/000048/DWG/lot B.5x11-b

*Exhibit B.69*



BLACK ROCK REFERENCE:	LOT 158	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 15, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	14,840 sf		

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



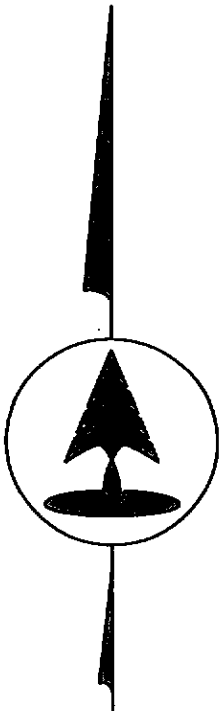
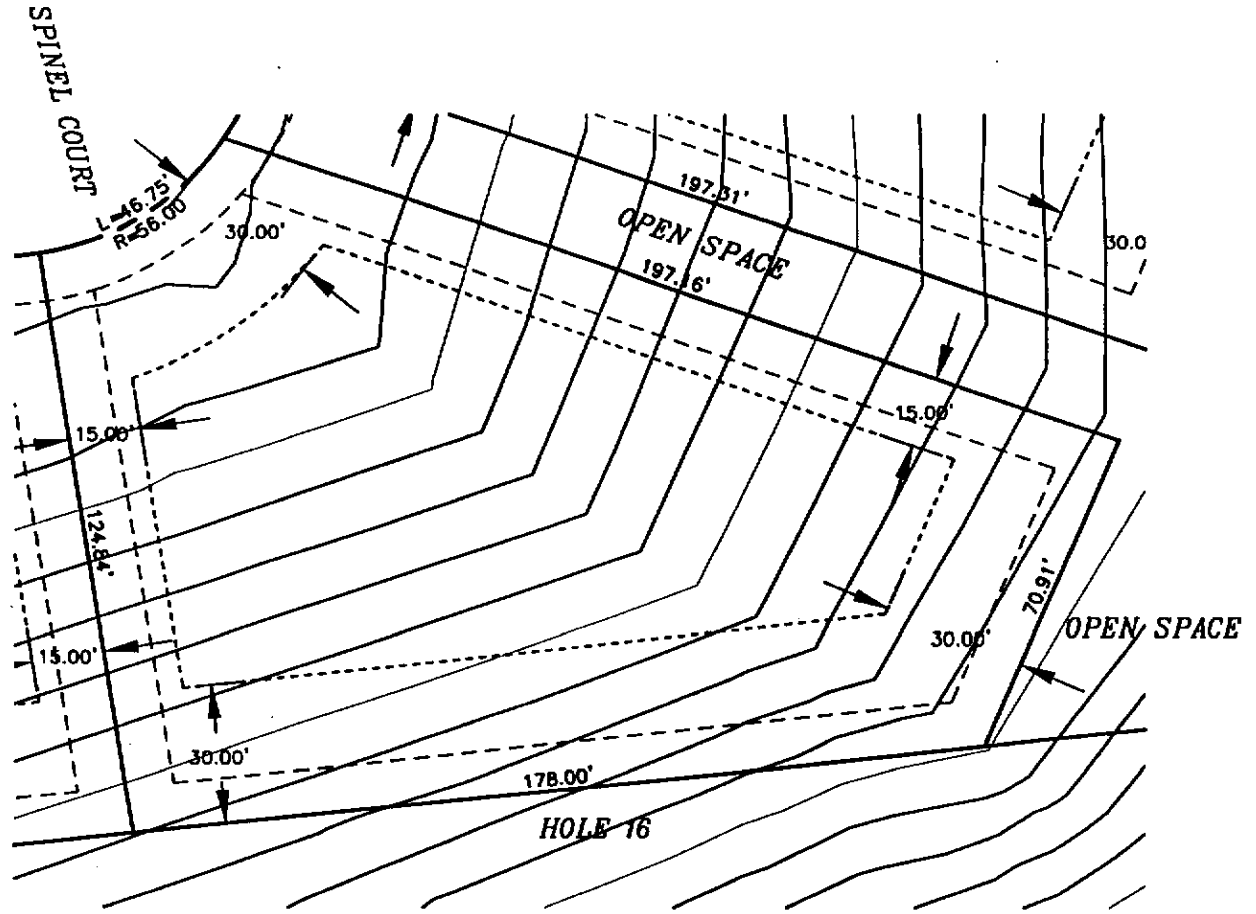
SCALE: 1"=40'

7/12/01

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

Exhibit B-70





BLACK ROCK REFERENCE: LOT 160  
 PLAT OF BLACK ROCK: LOT 13, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 10,469 sf

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

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

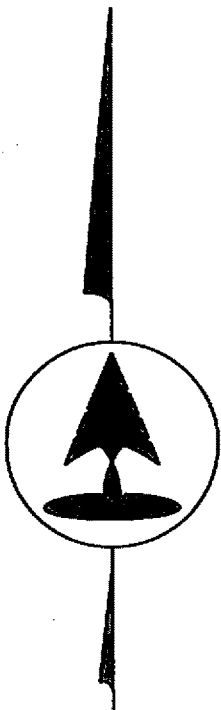
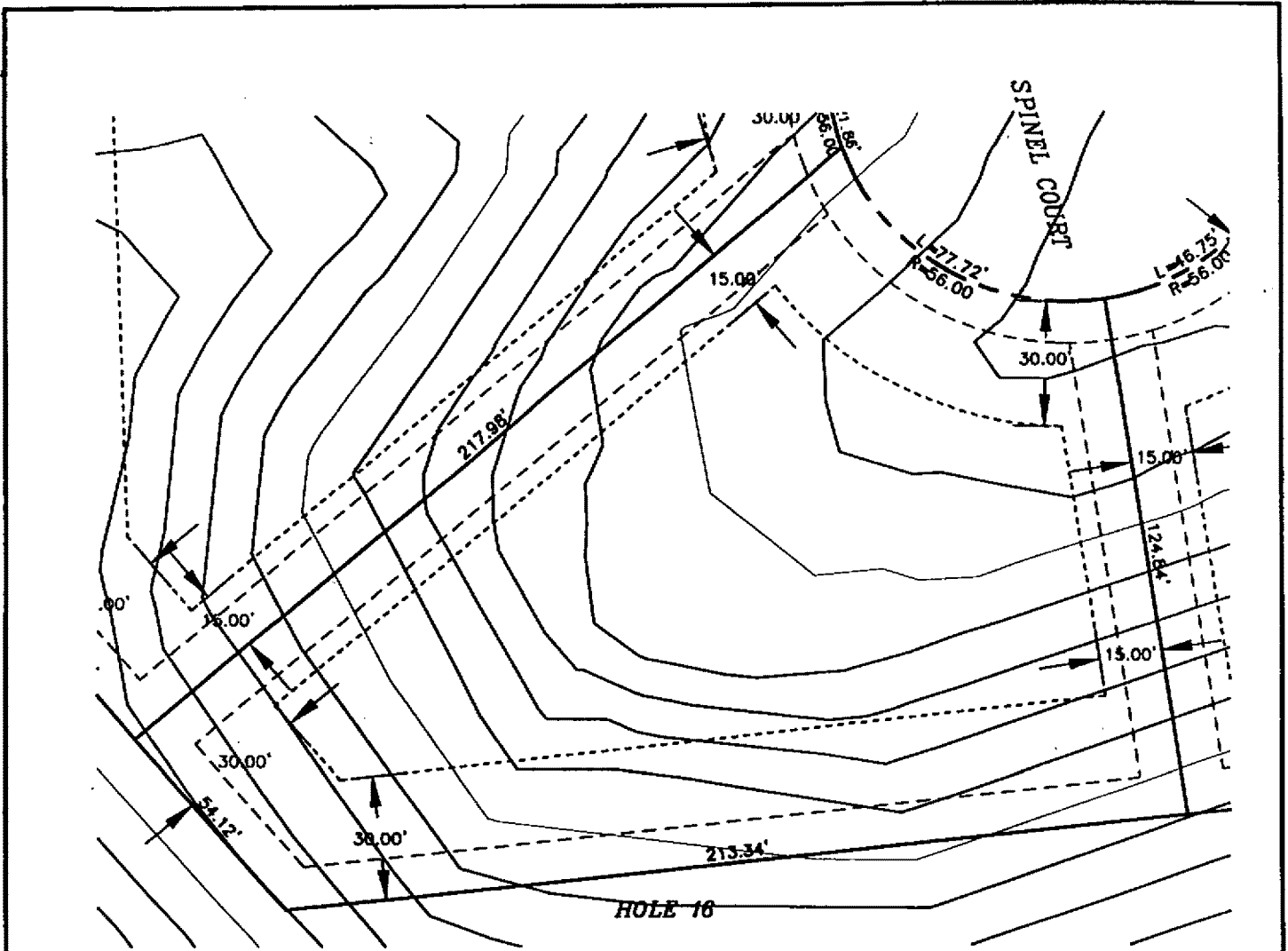


SCALE: 1"=40'

7/12/01

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

*Exhibit B. 72*



BLACK ROCK REFERENCE:	LOT 161	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 12, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	12,962 sf		

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

Coeur d'Alene  
**BLACK ROCK**

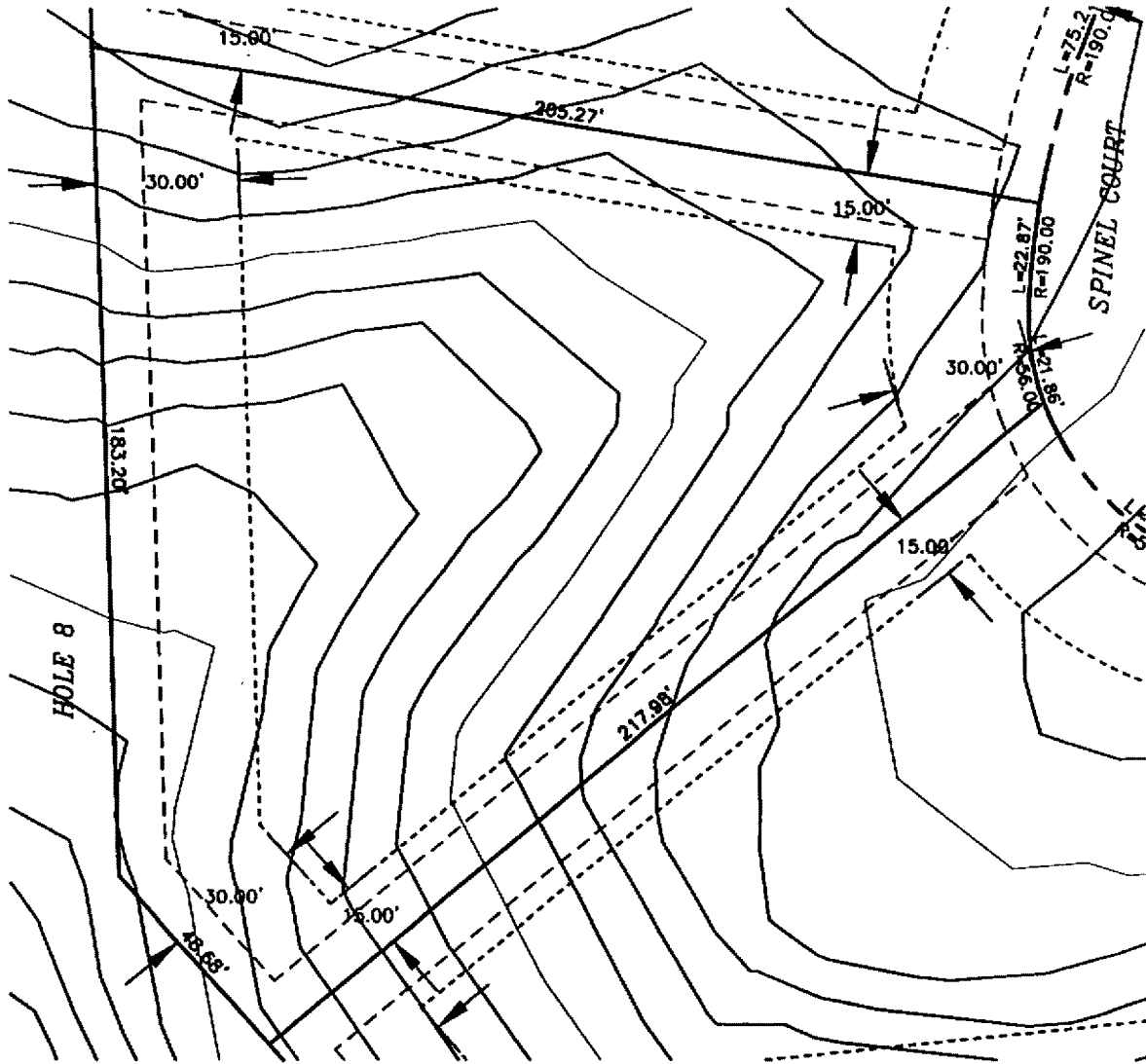
Island Northwest Consultants  
 630 First Street, Four Falls, Idaho 83404  
 (208) 775-8004 • FAX (208) 777-3270  
 B.N.M.A. | info@islandnw.com

SCALE: 1"=40'

7/12/01

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

*Exhibit B. 73*



BLACK ROCK REFERENCE: LOT 162  
 PLAT OF BLACK ROCK: LOT 11, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 15,231 sf

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

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

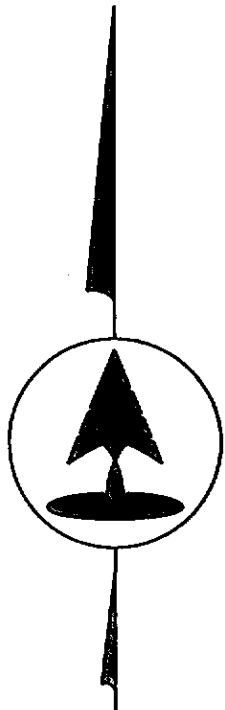
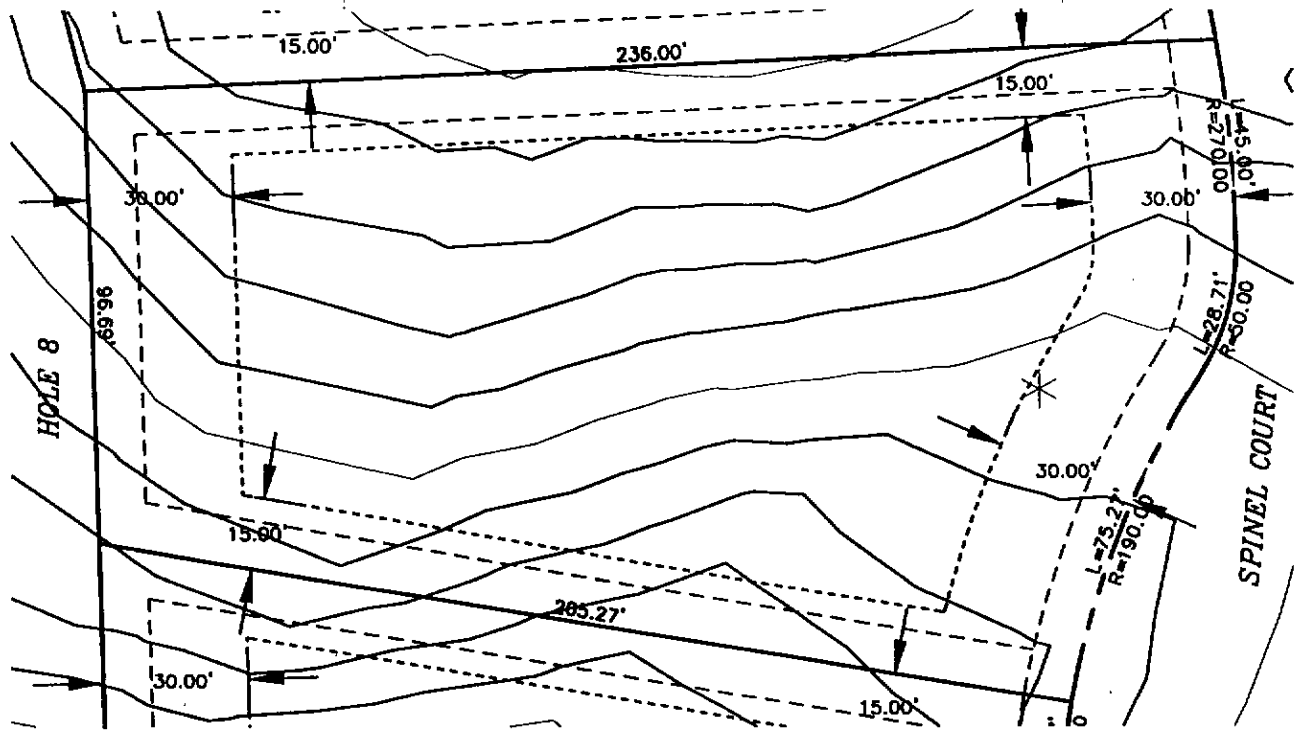


SCALE: 1"=40'

7/12/01

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

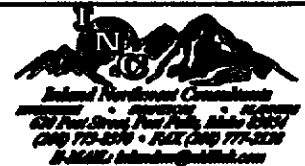
*Exhibit B-74*



BLACK ROCK REFERENCE: LOT 163  
 PLAT OF BLACK ROCK: LOT 10, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 15,012 sf

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

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



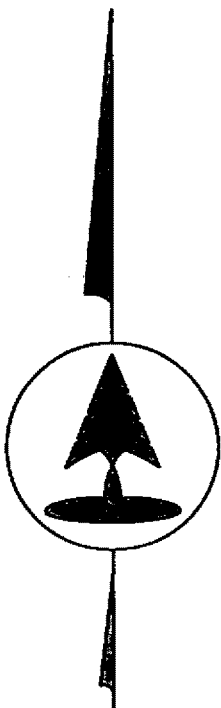
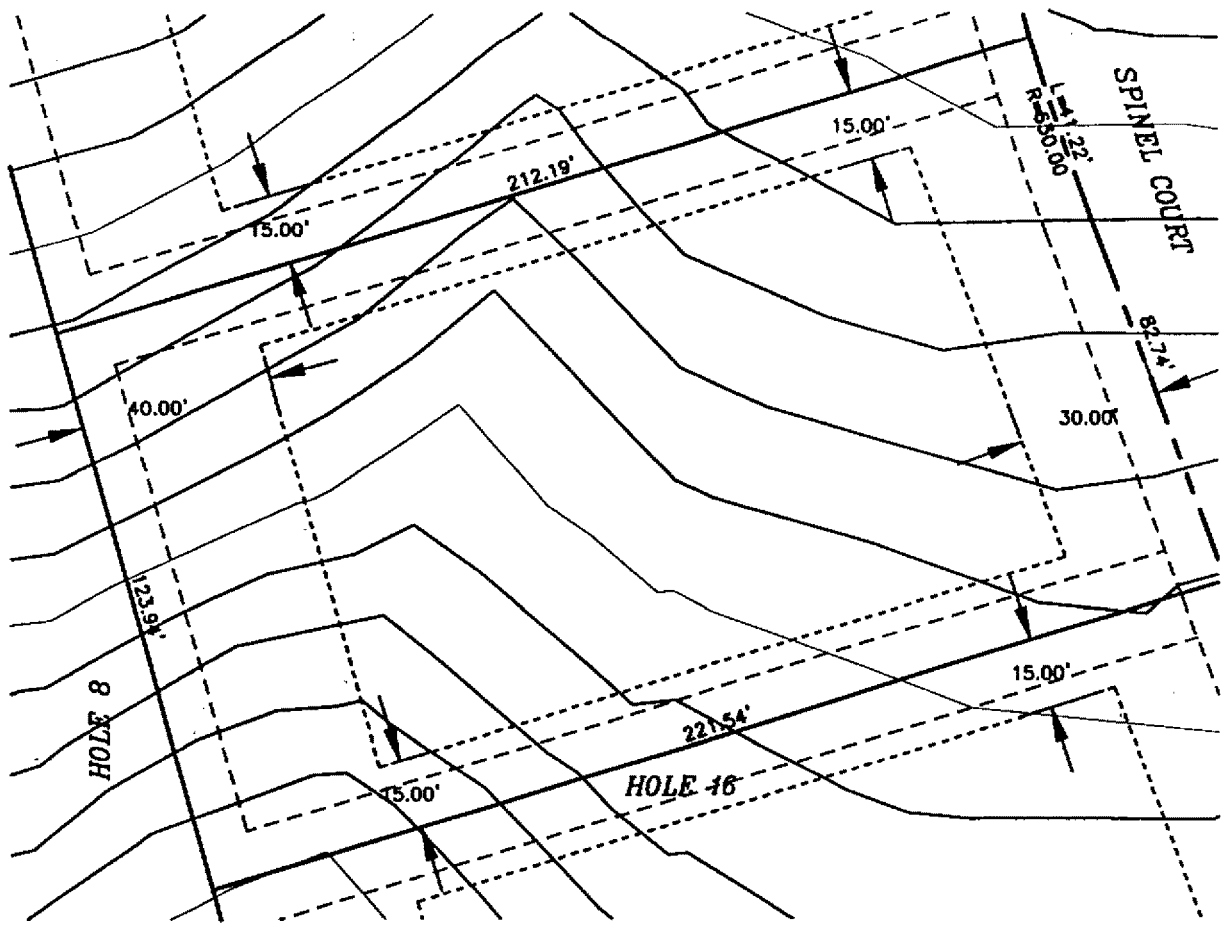
SCALE: 1"=40'

7/12/01

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

*Exhibit B-75*





BLACK ROCK REFERENCE:	LOT 165	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 8, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	13,714 sf		

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

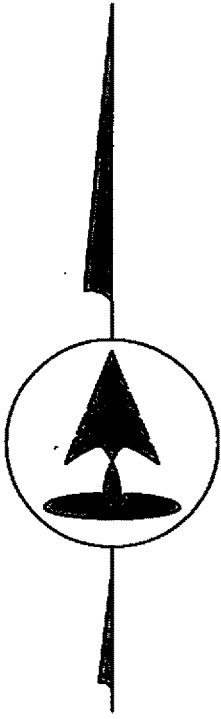
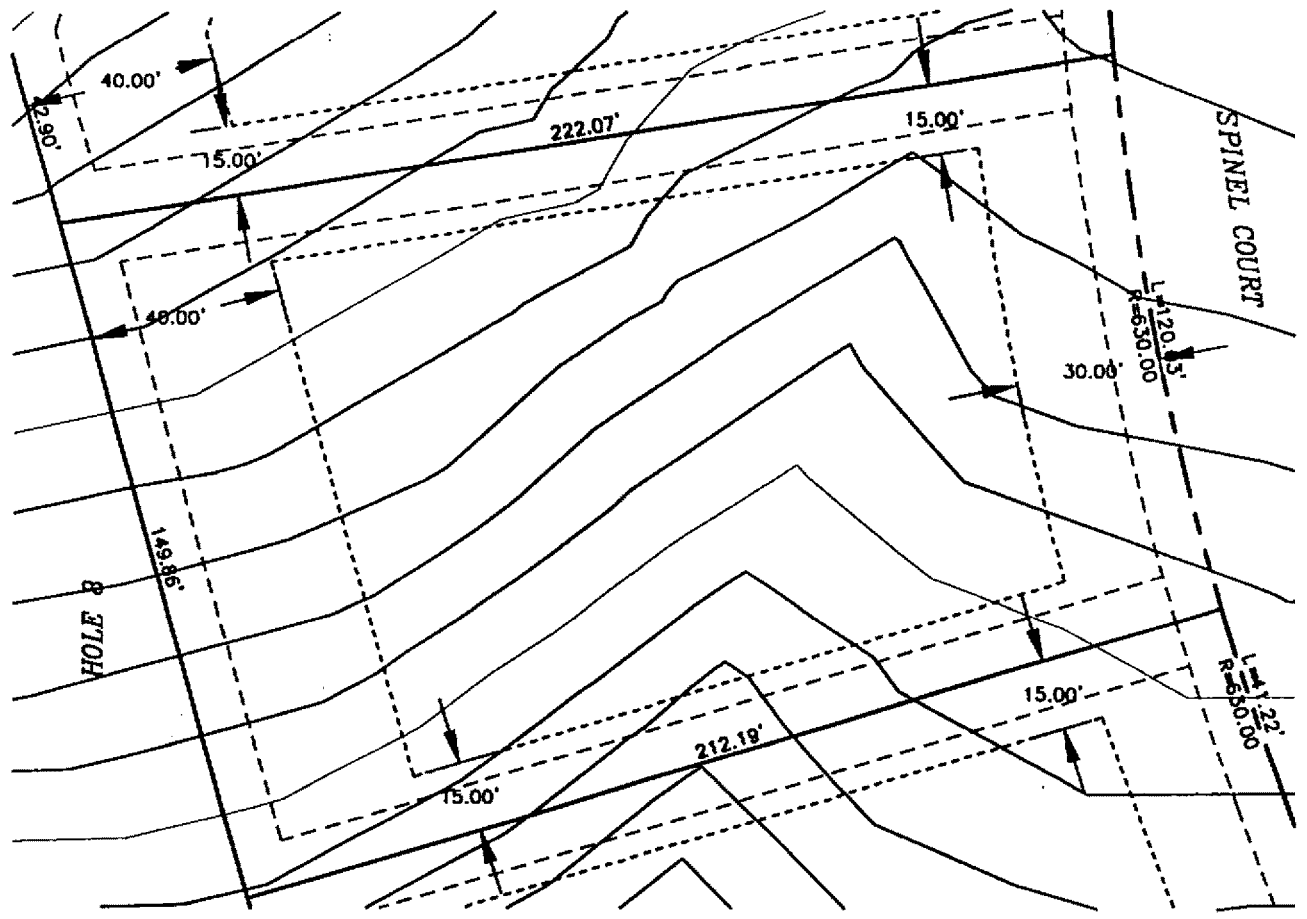


SCALE: 1"=40'

7/12/01

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

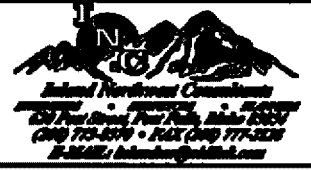
*Exhibit B-77*



BLACK ROCK REFERENCE: LOT 166  
 PLAT OF BLACK ROCK: LOT 7, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 15,026 sf

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

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

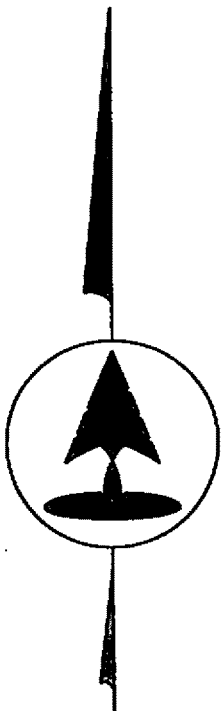
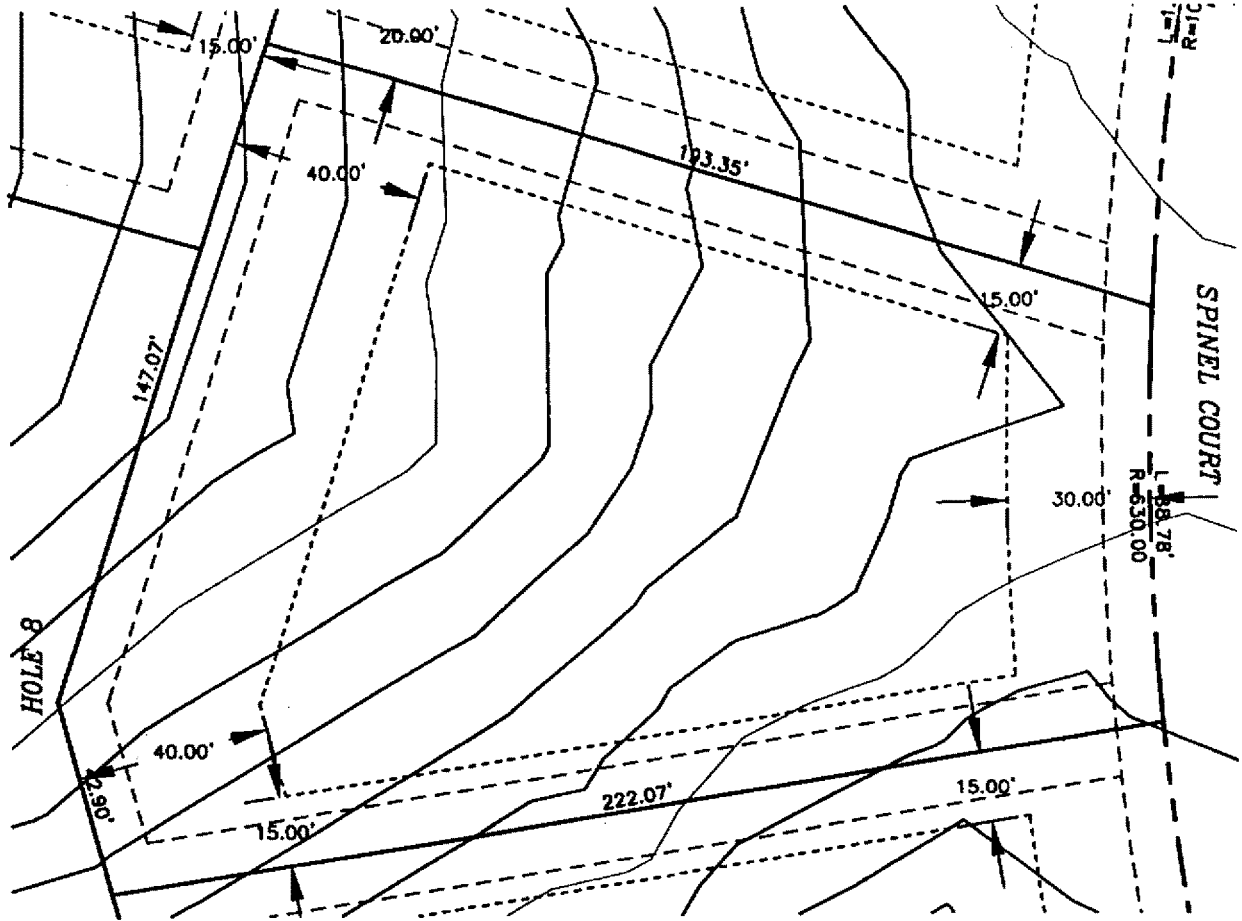


SCALE: 1"=40'

7/12/01

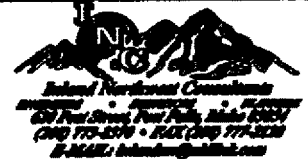
Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

Exhibit B. 78



BLACK ROCK REFERENCE:	LOT 167	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 6, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	14,820 sf		

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

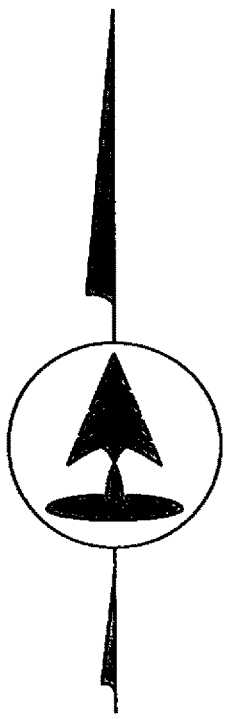
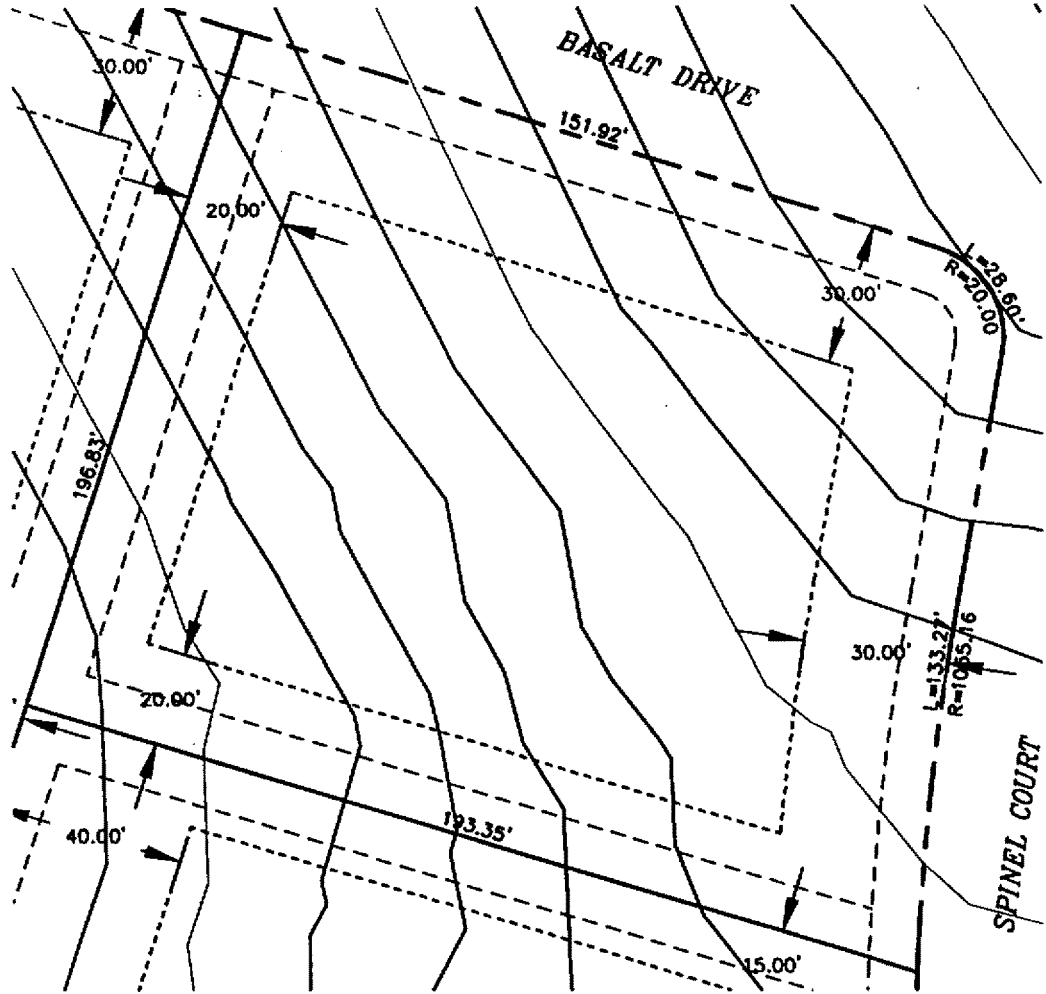


SCALE: 1"=40'

7/12/01

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

Exhibit B-79



BLACK ROCK REFERENCE: LOT 168  
 PLAT OF BLACK ROCK: LOT 5, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 12,923 sf  
 DOUBLE FRONTAGE LOT. ACCESS RESTRICTED TO ONE ROAD ONLY  
 TO BE DETERMINED AT TIME OF BUILDING PERMIT APPLICATION.  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

SCALE: 1"=40'

7/12/01

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

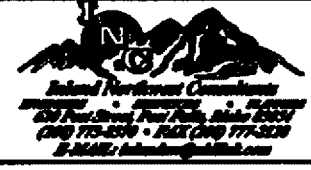
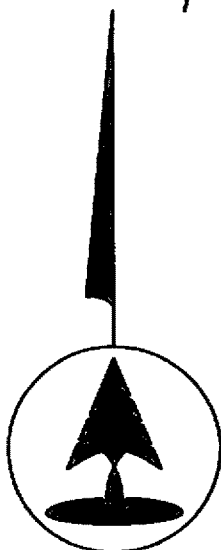
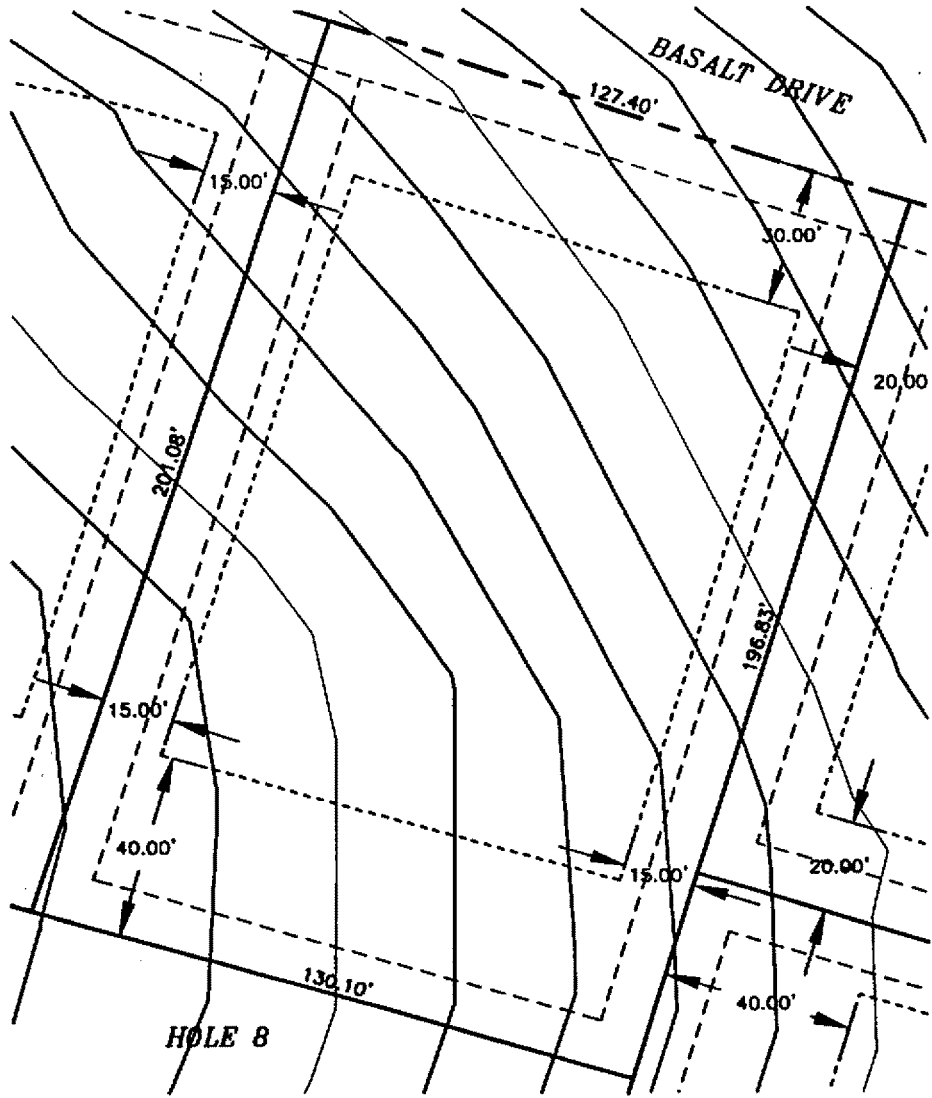


Exhibit B. 80



BLACK ROCK REFERENCE:	LOT 169	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 4, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	12,721 sf		

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

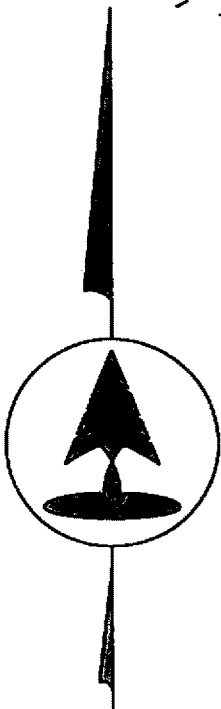
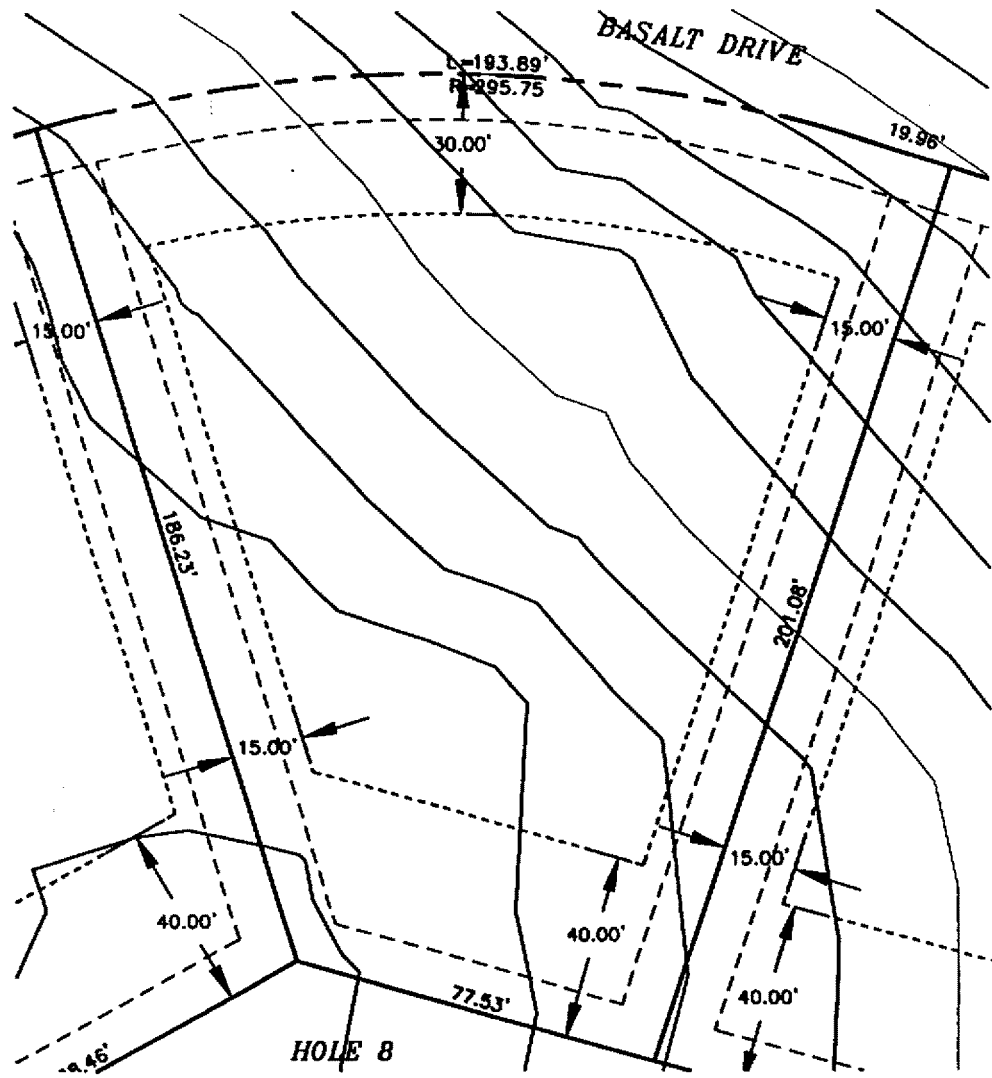


SCALE: 1"=40'

7/12/01

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

*Exhibit B.81*



BLACK ROCK REFERENCE: LOT 170  
 PLAT OF BLACK ROCK: LOT 3, BLOCK 4  
 BULO. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 13,657 sf

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

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

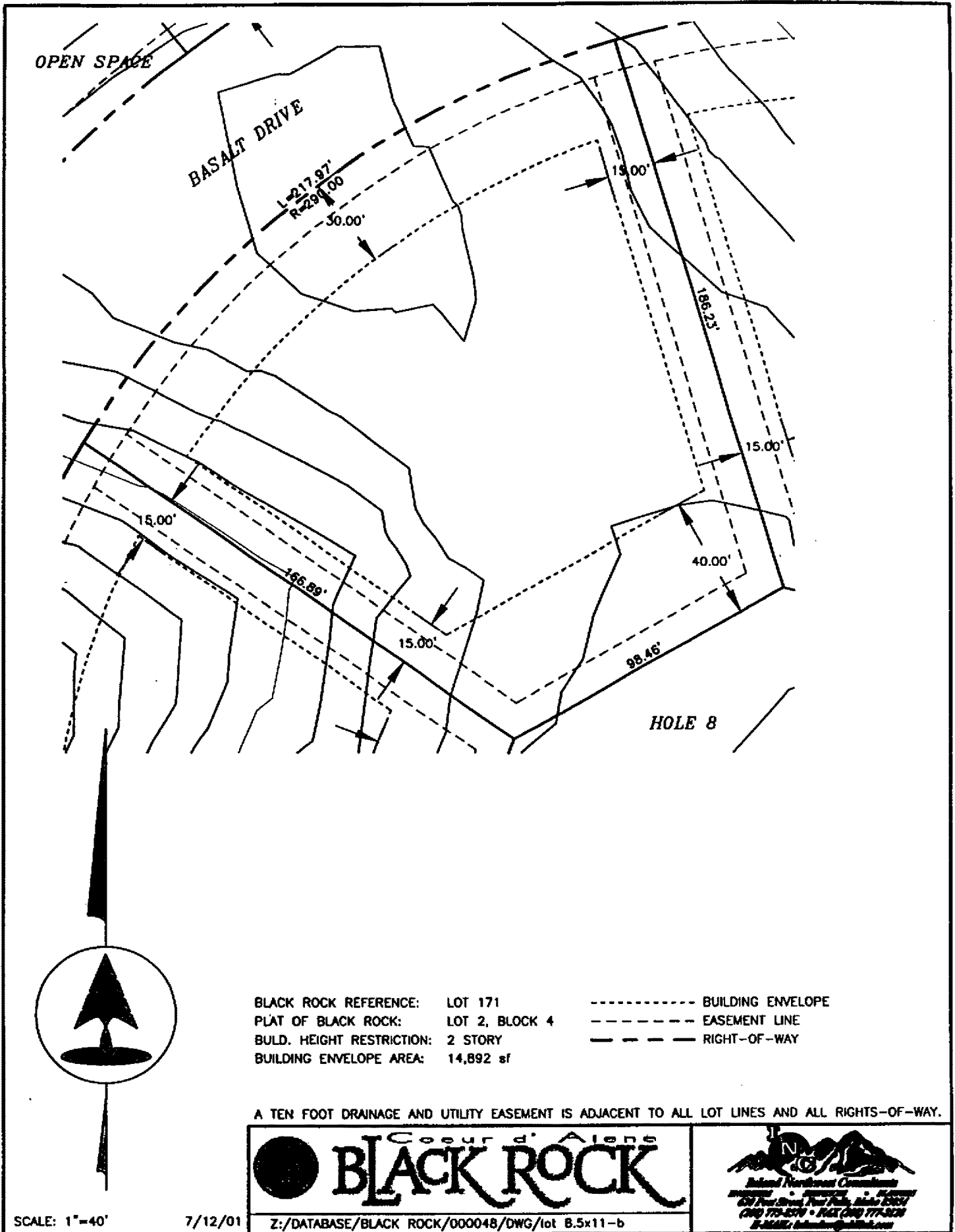


SCALE: 1"=40'

7/12/01

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

*Exhibit B-82*



BLACK ROCK REFERENCE: LOT 171  
 PLAT OF BLACK ROCK: LOT 2, BLOCK 4  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 14,892 sf

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

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

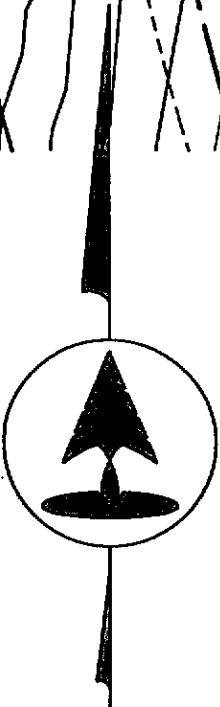
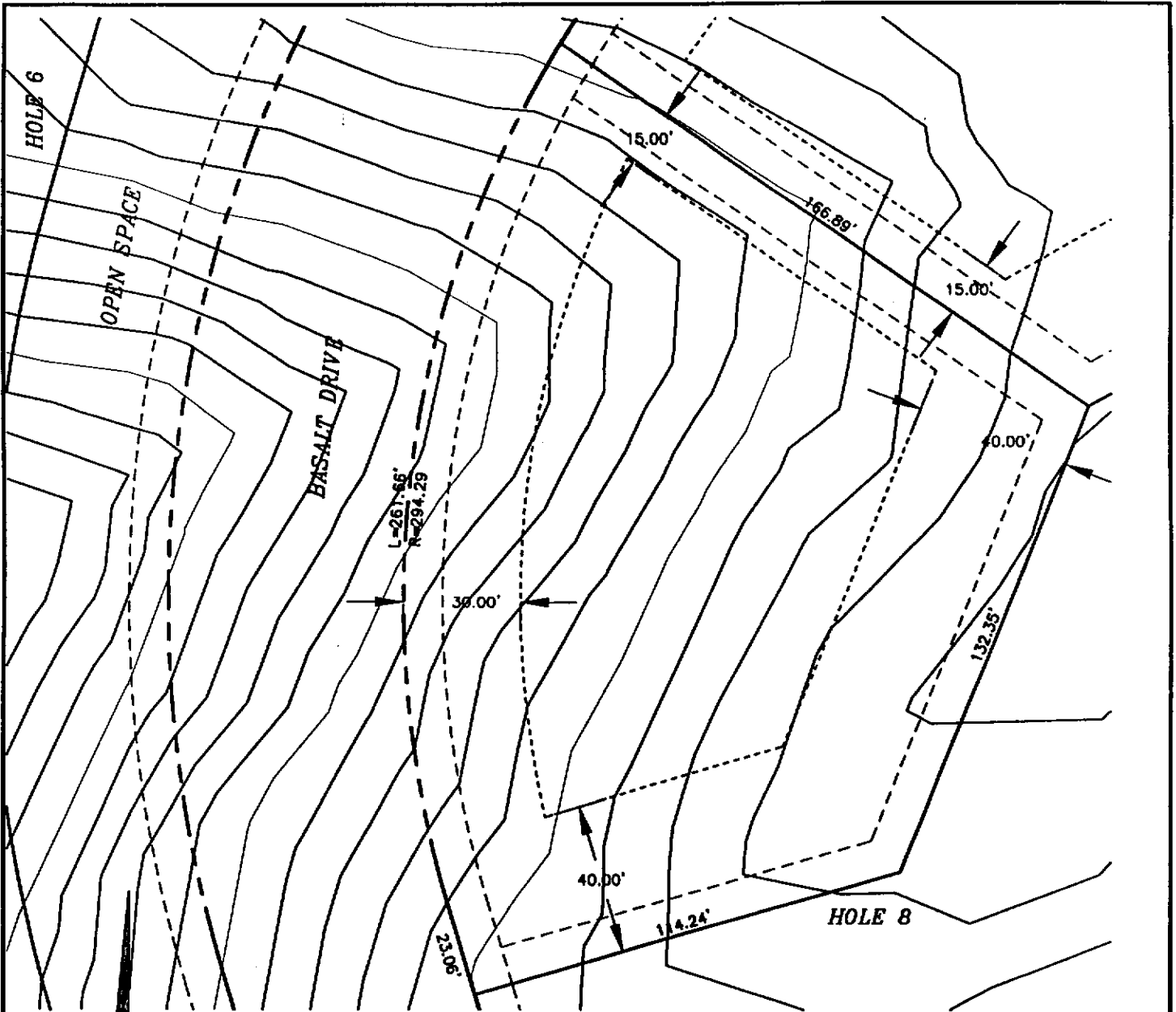
Coeur d'Alene  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/000048/DWG/lot B.5x11-b

**INDEPENDENT**  
 Island Northwest Consultants  
 600 First Street, West Pullman, WA 98147  
 (206) 775-8370 • FAX (206) 777-9231  
 E-MAIL: info@inwac.com

SCALE: 1"=40'

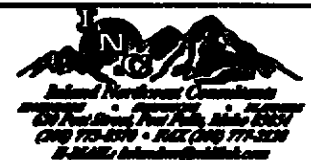
7/12/01

Exhibit B-83



BLACK ROCK REFERENCE:	LOT 172	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 1, BLOCK 4	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	12,050 sf		

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

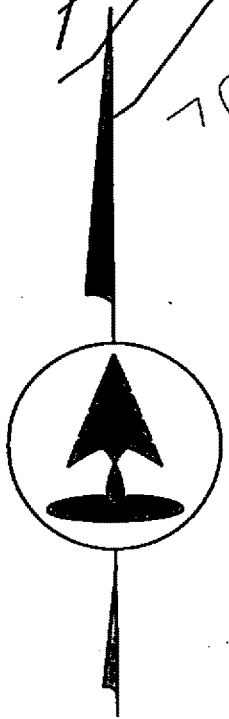
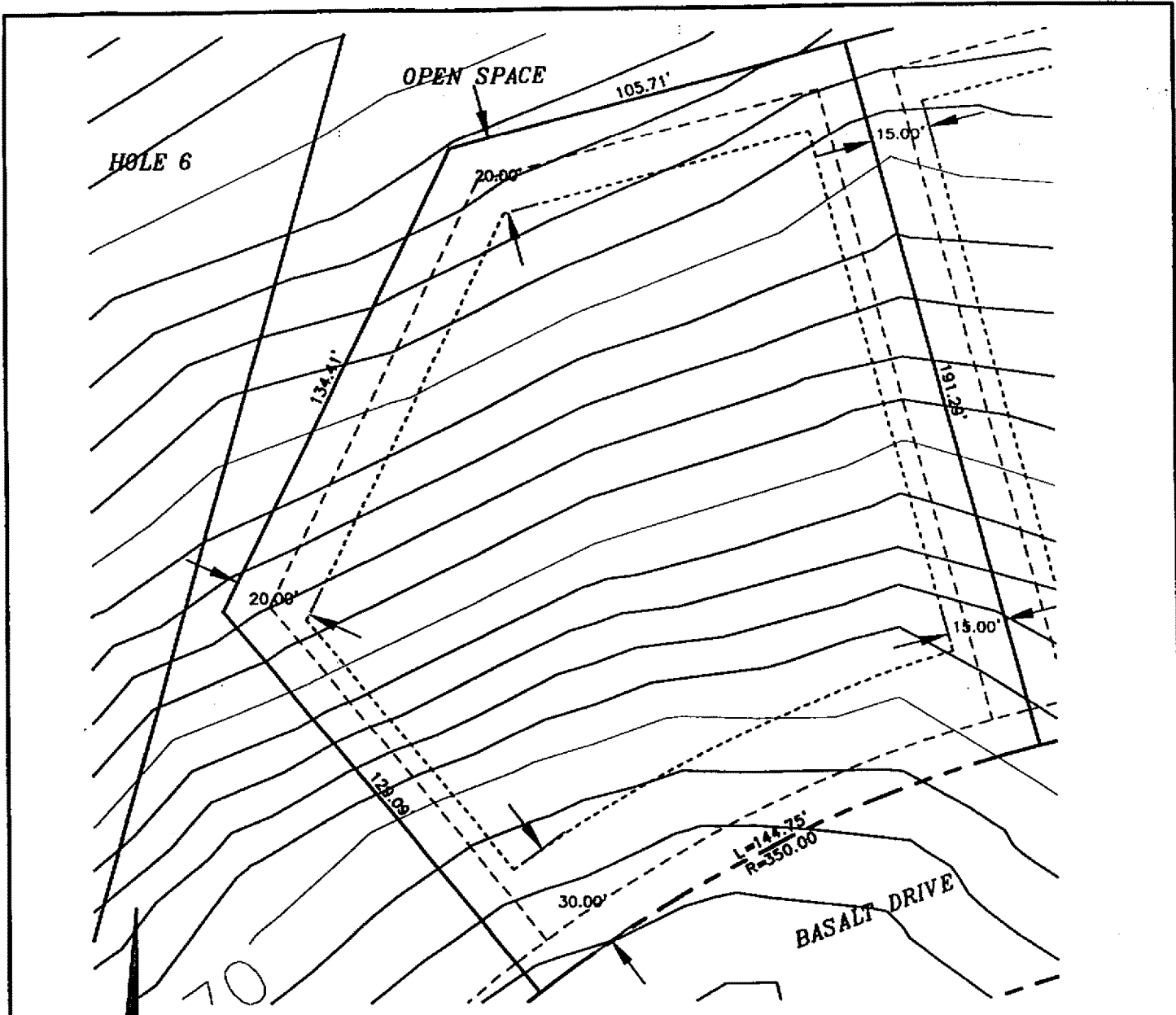


SCALE: 1"=40'

7/12/01

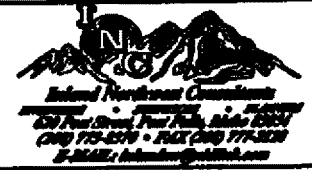
Z:/DATABASE/BLACK ROCK/000048/DWG/lot B.5x11-b

Exhibit B-84



BLACK ROCK REFERENCE:	LOT 200	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 1, BLOCK 3	.....	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	- . - . - .	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	19,628 sf		

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



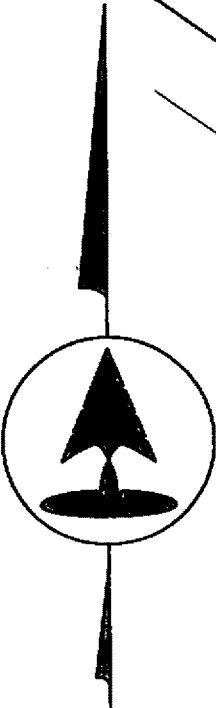
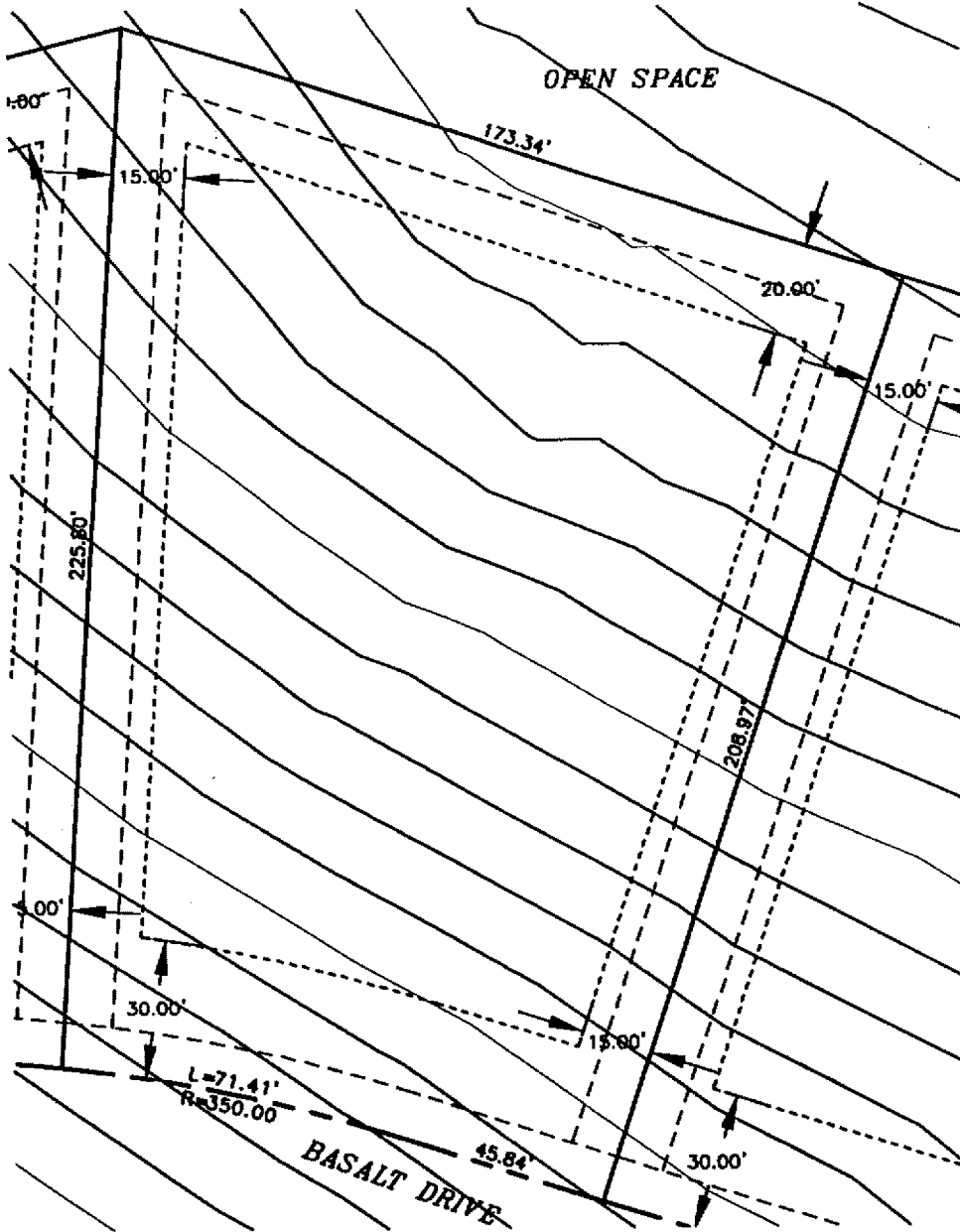
SCALE: 1"=40'

7/12/01

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

*Exhibit B-85*

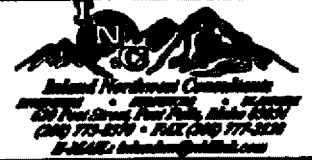




BLACK ROCK REFERENCE: LOT 202  
 PLAT OF BLACK ROCK: LOT 3, BLOCK 3  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 18,789 sf

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

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

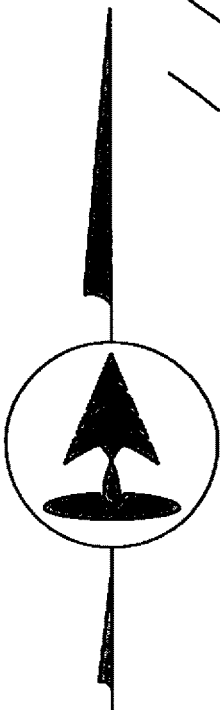
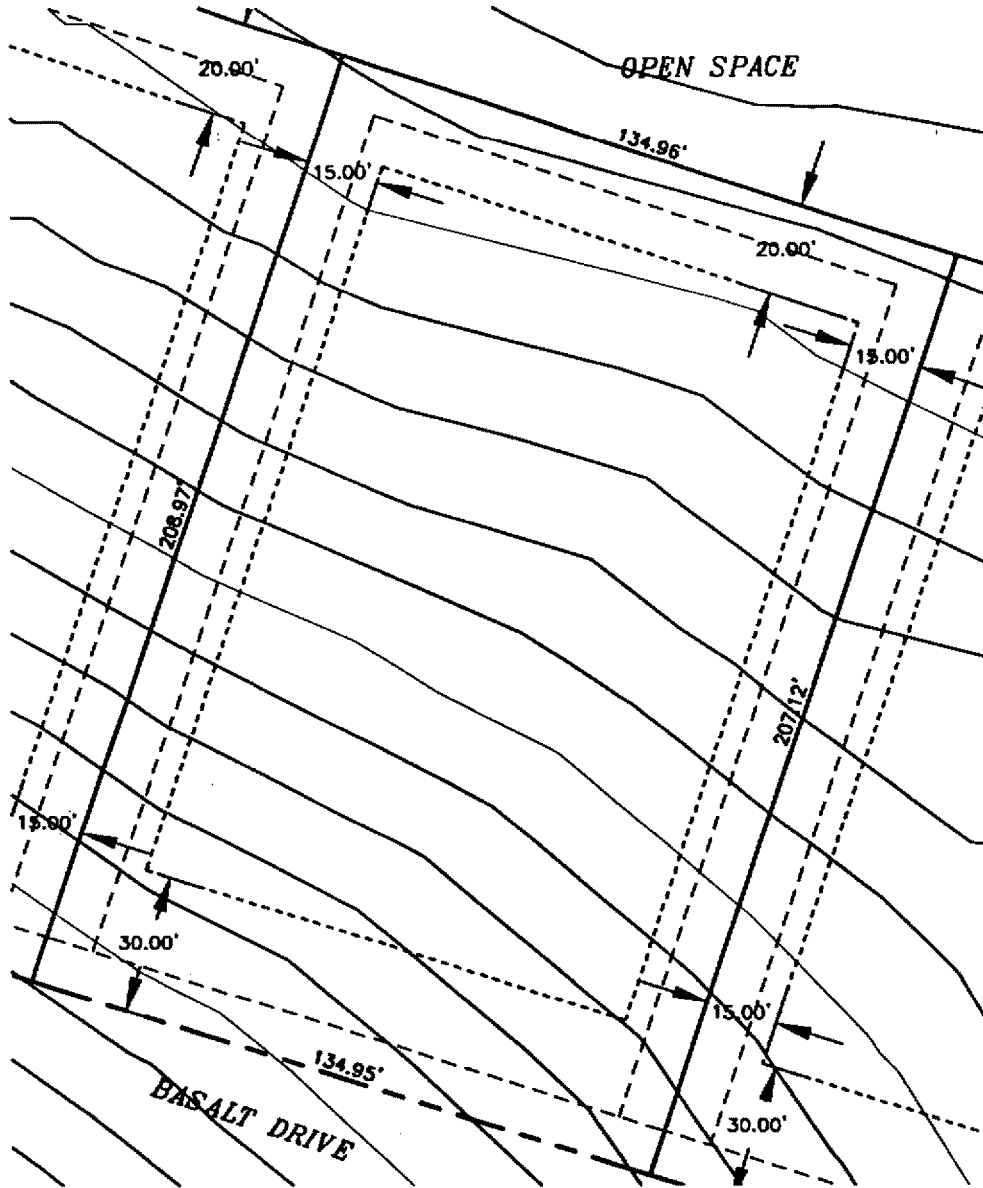


SCALE: 1"=40'

7/12/01

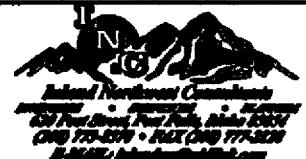
Z:/DATABASE/BLACK ROCK/000048/DWG/lot B.5x11-b

*Exhibit B-87*



BLACK ROCK REFERENCE:	LOT 203	-----	BUILDING ENVELOPE
PLAT OF BLACK ROCK:	LOT 4, BLOCK 3	- . - . - . - .	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	16,586 sf		

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

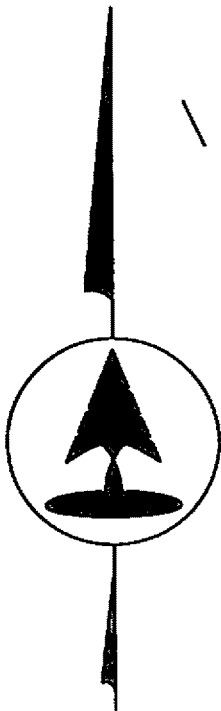
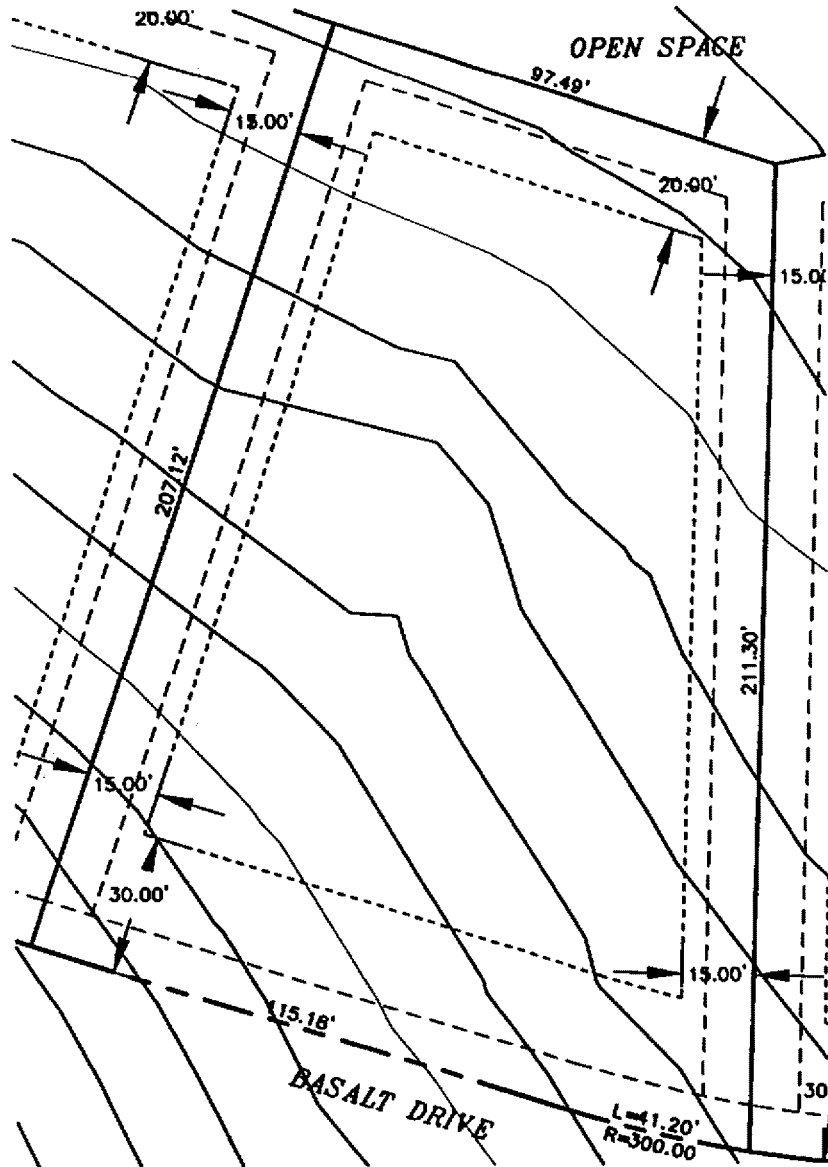


SCALE: 1"=40'

7/25/01

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

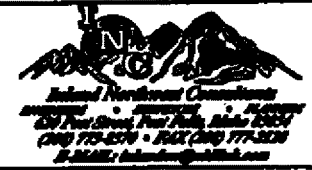
*Exhibit B. 88*



BLACK ROCK REFERENCE: LOT 204  
 PLAT OF BLACK ROCK: LOT 5, BLOCK 3  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 14,874 sf

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

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

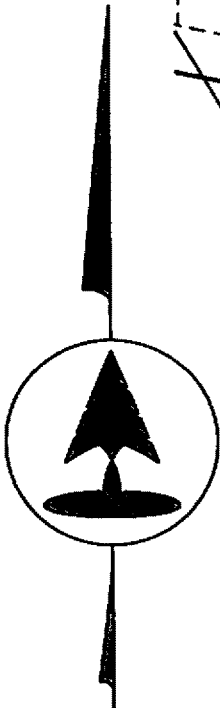
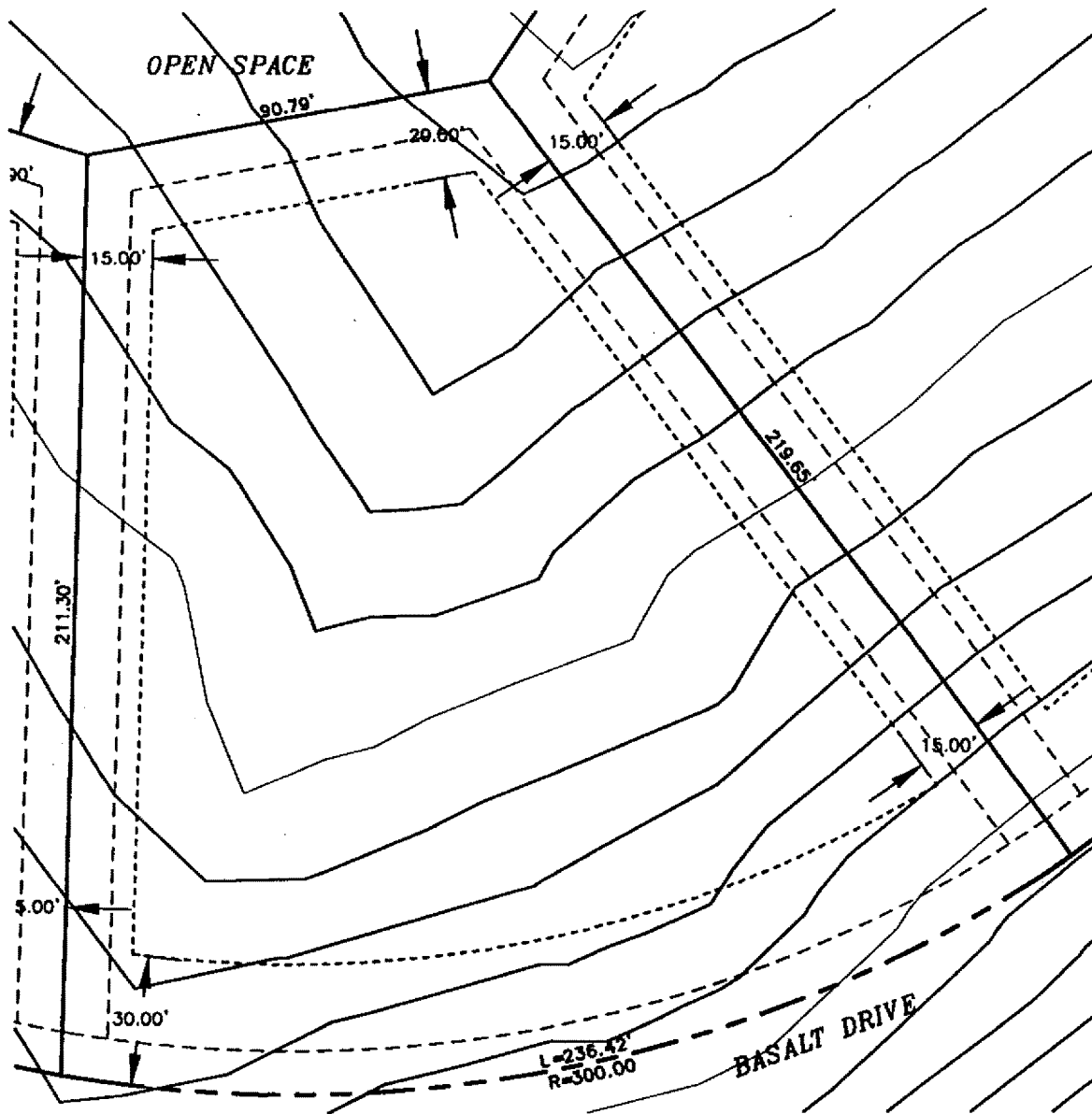


SCALE: 1"=40'

7/12/01

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

*Exhibit B.89*



BLACK ROCK REFERENCE: LOT 205  
 PLAT OF BLACK ROCK: LOT 6, BLOCK 3  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 22,378 sf

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

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

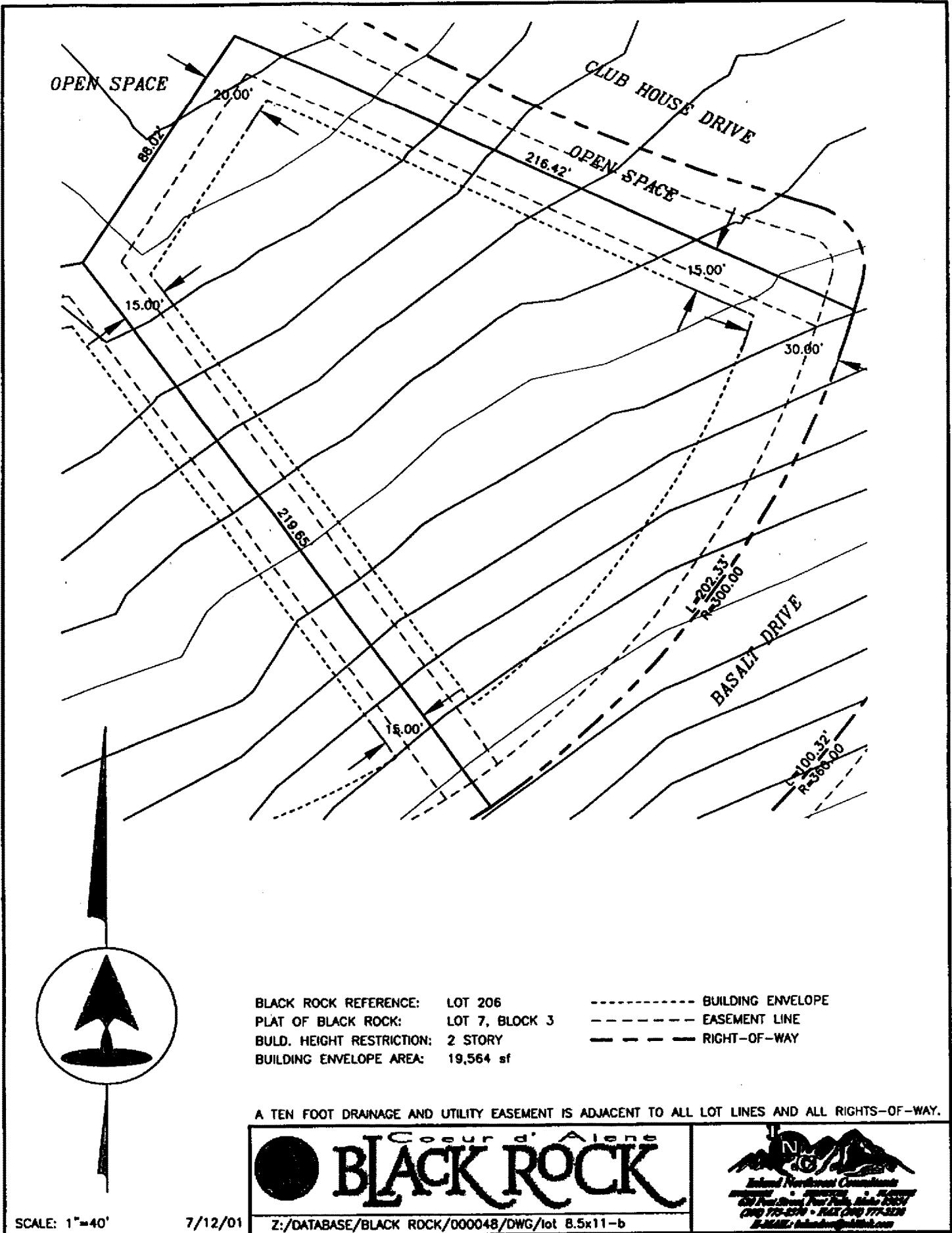
Coœur d'Alens  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/000048/DWG/lot 8.5x11-b

Island Northwest Consultants  
 630 First Street, First Floor, Seattle, WA 98101  
 (206) 773-6570 • FAX (206) 777-3028  
 E-MAIL: info@islandnw.com

SCALE: 1"=40'

7/12/01

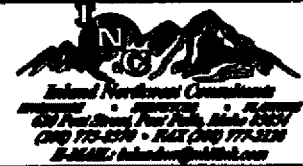
*Exhibit B-90*



BLACK ROCK REFERENCE: LOT 206  
 PLAT OF BLACK ROCK: LOT 7, BLOCK 3  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 19,564 sf

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

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



SCALE: 1"=40'

7/12/01

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

*Exhibit B.91*

1690505

LAND AND CON.

12081 777-2120

P. 3

1689309

COPYFORM  
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 Loff's Bay Road, and the True POINT-OF-BEGINNING for this description.

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

1. S 86° 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"

1690505

1689309

Inland NW Cons.

(200) 777-2120

p. 4

CALIFORNIA  
COUNTY

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

/

1690505

00:00a

Inland NW Cons.

12001 777-2120

P. 1

1689309

CALIFORNIA  
COUNTY

- thence, S 87°41'59" E, continuing along said line, a distance of 956.51 feet to the northeast corner thereof;
- thence, S 02°05'41" W along the East line thereof a distance of 880.08 feet;
- thence, S 84°22'57" E a distance of 1291.20 feet to a point on the East line of Government Lot 6, said Section 9;
- thence, S 02°18'52" W along said East line a distance of 858.52 feet to the southwest corner thereof;
- thence, S 03°26'57" W along the East line of the Southwest Quarter, said Section 9, a distance of 2619.39 feet to the South Quarter corner thereof;
- thence, S 03°45'42" W along the East line of the Northwest Quarter, said Section 16, a distance of 957.91 feet to the intersection of said East line with the northerly Right-of-Way line of Rockford Bay Road.
- Thence, southwesterly along said northerly Right-of-Way line, the following courses:
1. S 42°19'24" W a distance of 361.23 feet to the beginning of a curve concave northwesterly, having a radius of 1061.97 feet, the long chord of which bears S 47°13'12" W a distance of 181.30 feet;
  2. southwesterly along said curve, through a central angle of 9°47'36", a distance along the arc of 181.52 feet;
  3. S 52°07'00" W a distance of 117.96 feet to the beginning of a curve concave northwesterly, having a radius of 472.14 feet, the long chord of which bears S 61°57'30" W a distance of 161.40 feet;
  4. southwesterly along said curve, through a central angle of 19°41'00", a distance along the arc of 162.20 feet;
  5. S 71°48'00" W a distance of 127.88 feet to the beginning of a curve concave southeasterly, having a radius of 997.24 feet, the long chord of which bears S 65°26'05" W a distance of 221.13 feet;
  6. southwesterly along said curve, through a central angle of 12°43'51", a distance along the arc of 221.58 feet;
  7. S 59°04'09" W a distance of 107.76 feet to the beginning of a curve concave northwesterly, having a radius of 1186.70 feet, the long chord of which bears S 64°44'52" W a distance of 234.84 feet;

1689309

1689309

- 8. southwesterly along said curve, through a central angle of 11°21'25", a distance along the arc of 235.22 feet;
  - 9. S 70°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°32'44" W a distance of 484.79 feet;
  - 10. westerly along said curve, through a central angle of 10°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°17'43" W a distance of 98.73 feet;
  - 11. southwesterly along said curve, through a central angle of 5°15'38", a distance along the arc of 98.77 feet;
  - 12. S 85°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°17'00" E along said West line a distance of 946.77 feet;  
 thence N 86°45'21" W a distance of 658.85 feet;  
 thence, N 03°15'14" E a distance of 1309.07 feet to the South line, said Section 8;  
 thence, N 86°44'32" W along said line a distance of 1979.13 feet to the South Quarter corner, said section 8;  
 thence, N 86°55'57" W along the South line of the Southwest Quarter said section 8 a distance of 1321.88 feet;  
 thence, N 03°24'29" E a distance of 1308.70 feet;  
 thence, N 86°56'26" W a distance of 991.92 feet;  
 thence, N 03°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°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 Day Road, the True POINT-OF-BEGINNING for this description;
- thence, along the perimeter of said Tax Parcel No. 3910, the following courses:

1690505

Inland NW Cons.

(208) 777-2128

P. 7

1689309

CONFORM  
COPY

1. N 43°47'52" E along said Right-of-Way line a distance of 310.24 feet;
2. S 39°25'06" E, leaving said Right-of-Way line, a distance of 123.90 feet;
3. S 39°18'44" E a distance of 124.38 feet;
4. S 06°37'38" W a distance of 30.00 feet;
5. S 57°00'33" W a distance of 290.00 feet;
6. S37°35'51" W a distance of 240.09 feet;
7. N 03°28'17" E along said West line of Tax Parcel No. 3910 a distance of 316.59 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.

1704857

STATE OF IDAHO }  
COUNTY OF KOOTENAI } SS  
AT THE REQUEST OF  
*Black Rock Development*

Nov 13 2 13 PM '01

DANIEL J. ENGLISH

DEPUTY *[Signature]*  
FEES *81.00*

*27 pp.*



Coeur d'Alene  
**BLACK ROCK**

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

1704857

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

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

The Declarant further caused to be recorded an Addendum to the CC&Rs of Black Rock Planned Unit Development, dated August 8<sup>th</sup>, 2001 and recorded in the office of the Kootenai County Recorder on August 9<sup>th</sup>, 2001, as instrument number 1690505.

Attached hereto and incorporated herein by this reference, are Exhibits "B-92" through "B-116", Exhibits of Individual Lot Building Setbacks.

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

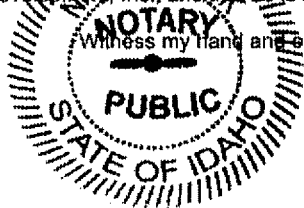
**DECLARANT**

Black Rock Development, Inc.  
an Idaho Corporation

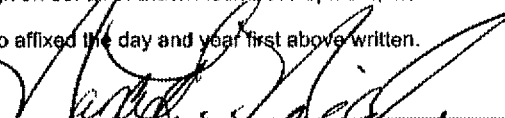
By:   
Marshall R. Chesrown, President

STATE OF IDAHO )  
                          )ss.  
County of Kootenai )

I, Nancy E. Nick, a notary public in and for the State of Idaho, do hereby certify that on this 13<sup>th</sup> day of November, 2001, personally appeared before me Marshall R. Chesrown, who, being by me first duly sworn, declared that he is the President of Black Rock Development, Inc., that he signed the foregoing document as President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.



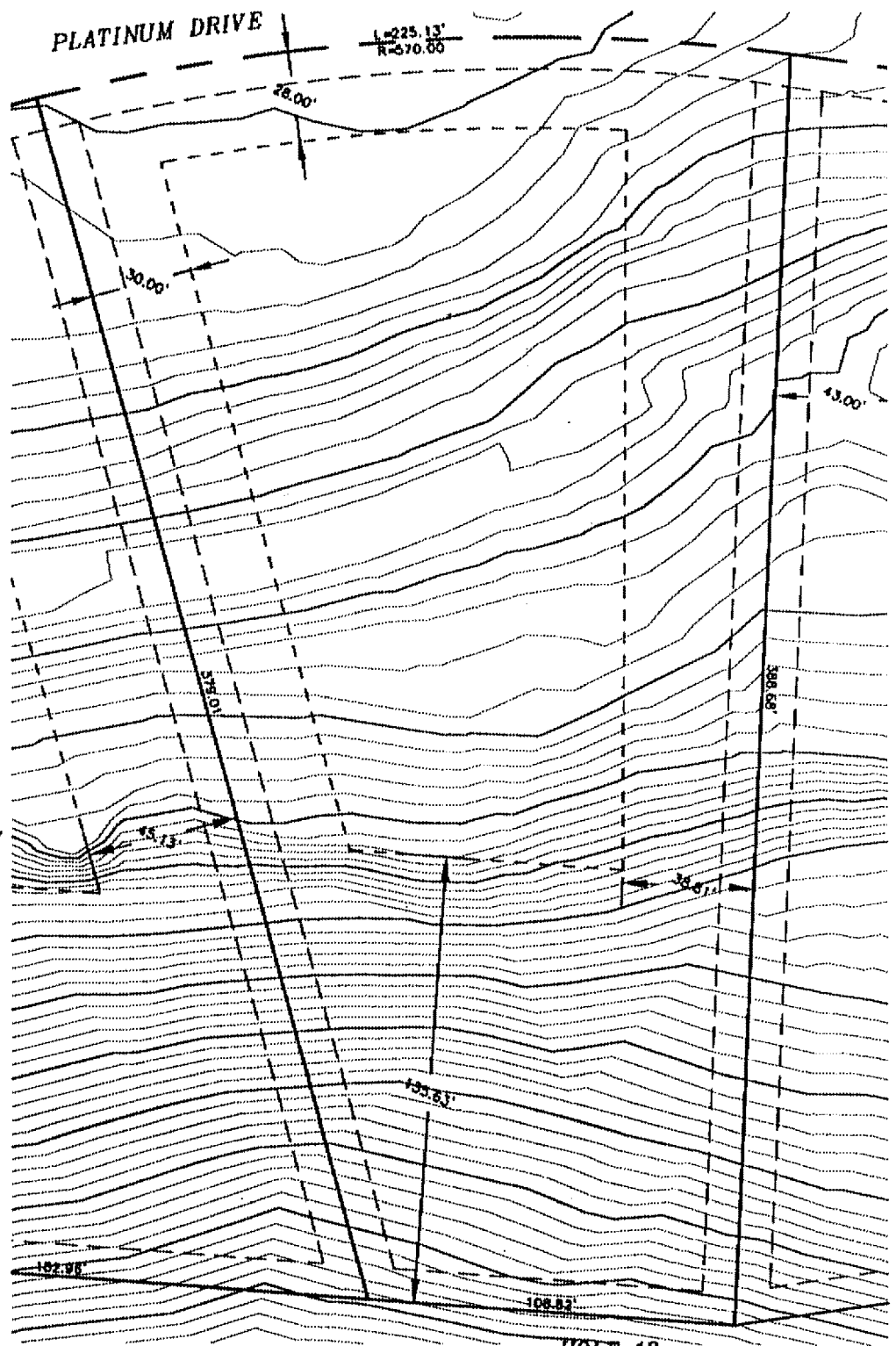
Witness my hand and official seal hereto affixed this day and year first above written.

  
\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Port Falls, ID  
My Commission Expires 10-31-2003

1704857

PLATINUM DRIVE

L=225.13'  
R=370.00'



HOLE 12

- BLACK ROCK REFERENCE: LOT 14
  - BLACK ROCK FIRST ADDITION: LOT 11, BLOCK 1
  - BLDG. HEIGHT RESTRICTION: 22'
  - BUILDING ENVELOPE AREA: 24,380 sf
  - A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.
- BUILDING ENVELOPE
  - EASEMENT LINE
  - RIGHT-OF-WAY

Coeur d'Alene  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

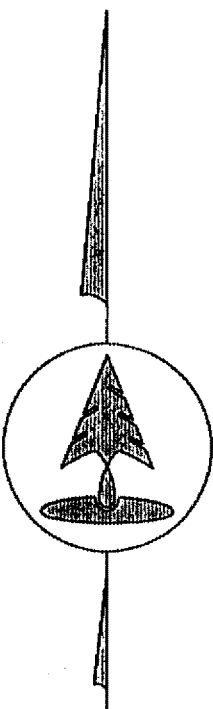
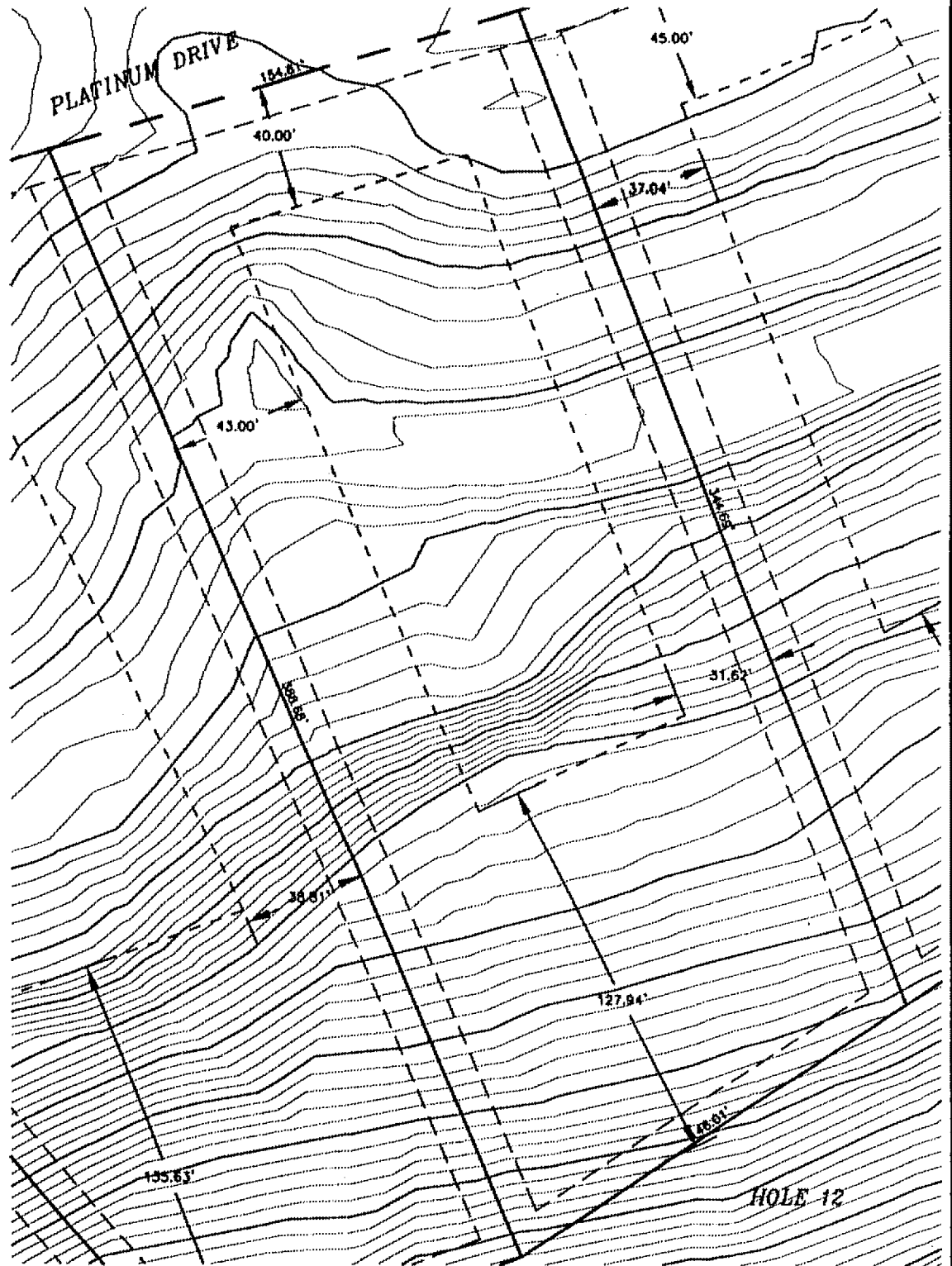
**Island Northwest Consultants, Inc.**  
207 First Street, Four Forks, Idaho 83422  
(208) 775-1574 • FAX (208) 775-3228  
E-MAIL: [info@islandnw.com](mailto:info@islandnw.com)

SCALE: 1"=50'

9/4/01

EXHIBIT "B-92"

1704857



BLACK ROCK REFERENCE: LOT 15  
 BLACK ROCK FIRST ADDITION: LOT 10, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 14,982 sf  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

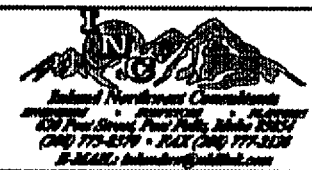
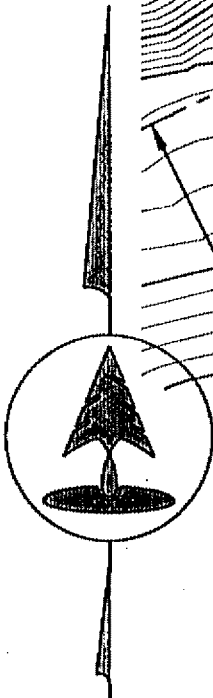
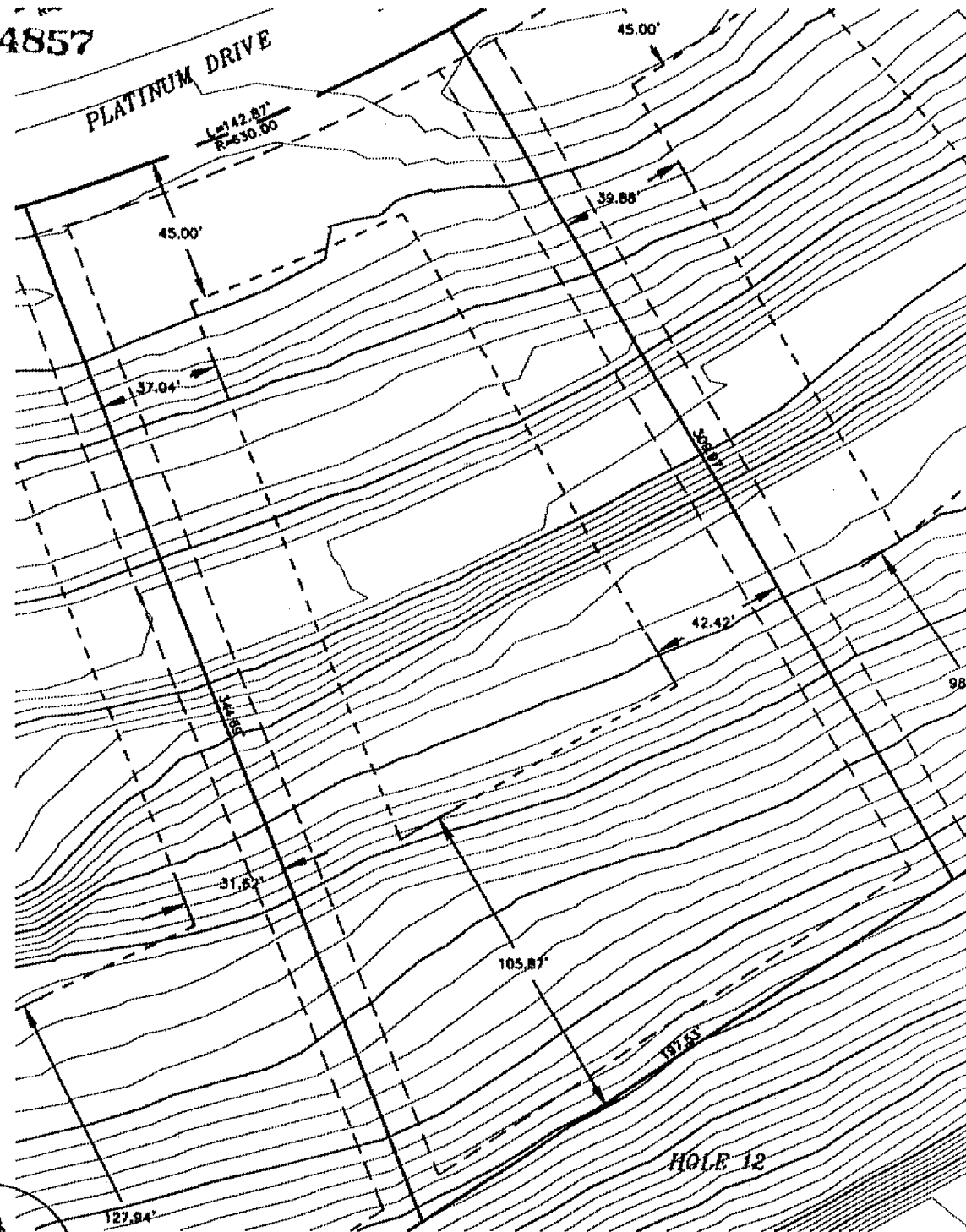


EXHIBIT "B-93"

1704857

PLATINUM DRIVE



BLACK ROCK REFERENCE: LOT 16  
 BLACK ROCK FIRST ADDITION: LOT 9, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 14,791 sf

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

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

SCALE: 1"=50'

9/4/01

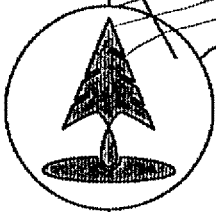
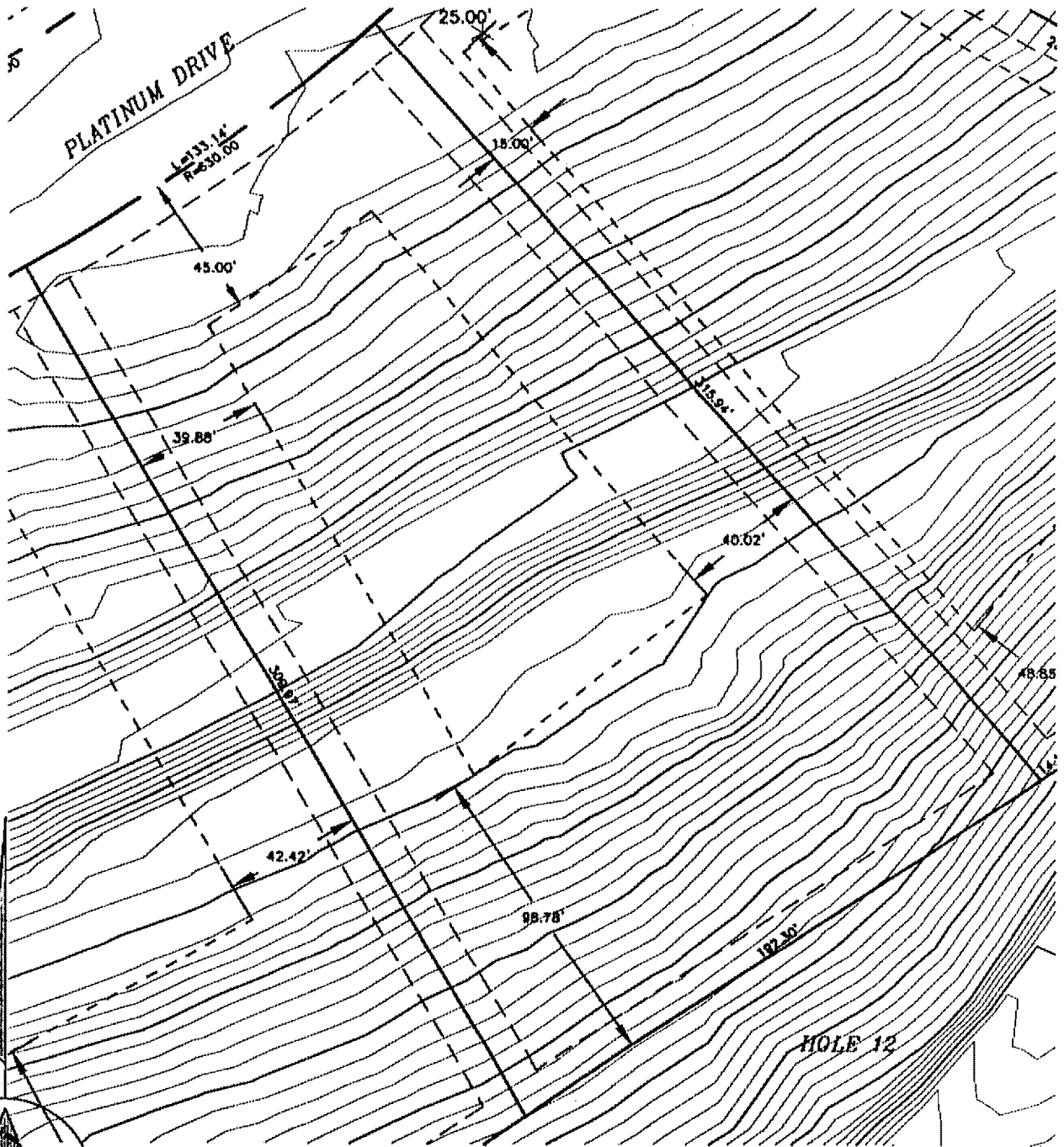
Coeur d'Alene  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/010096/DWG/B.5x11 1ST ADD

Island Northwest Consultants  
 INCORPORATED  
 220 First Street, First Floor, Idaho 23004  
 (208) 775-8570 • FAX (208) 777-3228  
 E-MAIL: info@islandnw.com

EXHIBIT "B-94"

1704857



BLACK ROCK REFERENCE: LOT 17  
 BLACK ROCK FIRST ADDITION: LOT 8, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 12,408 sf

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

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

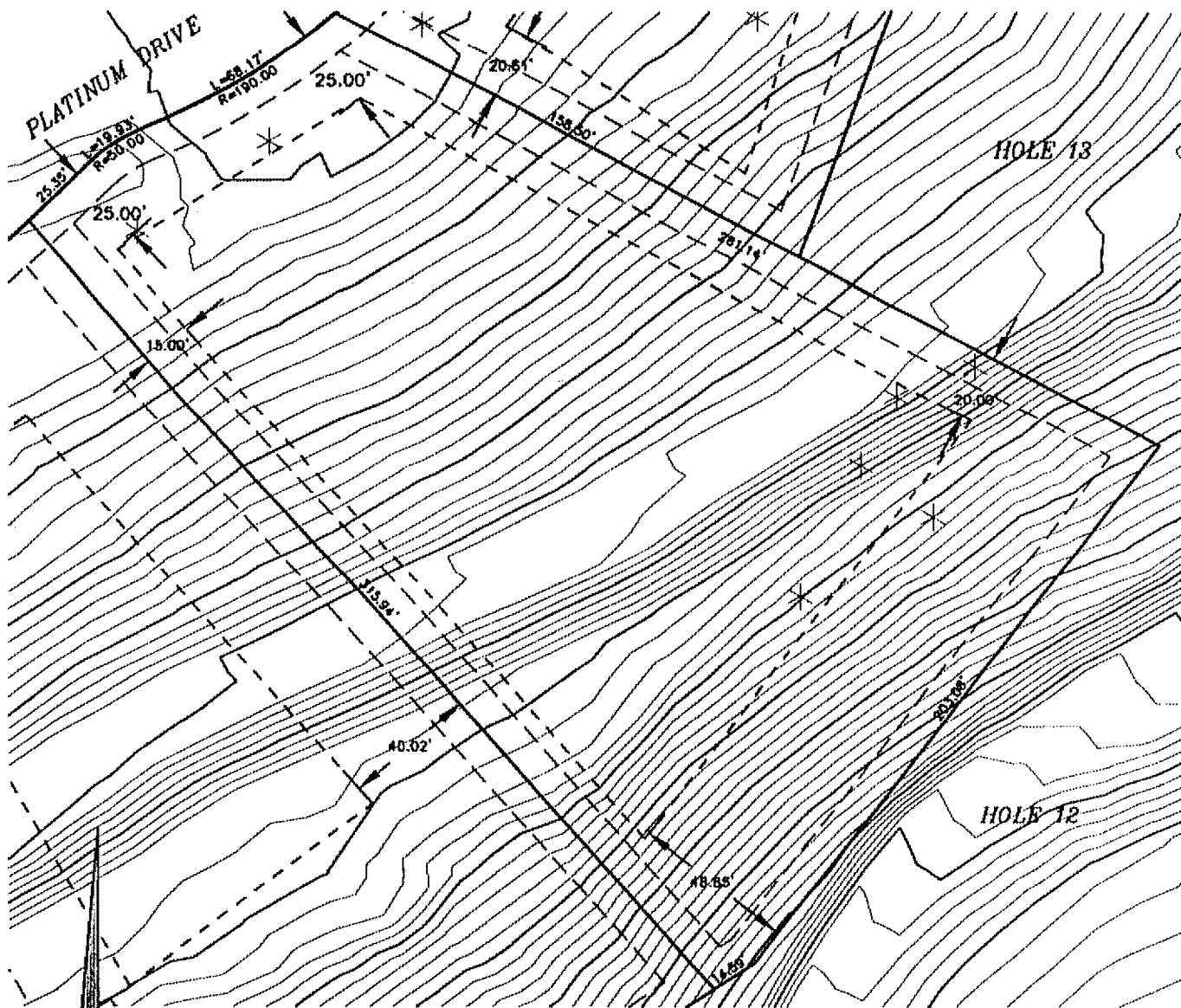
Coeur d'Alene  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/010095/DWG/8.5x11 1ST ADD

Island Northwest Communities  
 220 First Street, First Floor, Bldg 2200  
 COYO 977-8570 • FAX (509) 977-3228  
 E-MAIL: info@islandnw.com

SCALE: 1"=50'

9/4/01

1704857



BLACK ROCK REFERENCE: LOT 18  
 BLACK ROCK FIRST ADDITION: LOT 7, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 25'  
 BUILDING ENVELOPE AREA: 27,145 sf

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

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



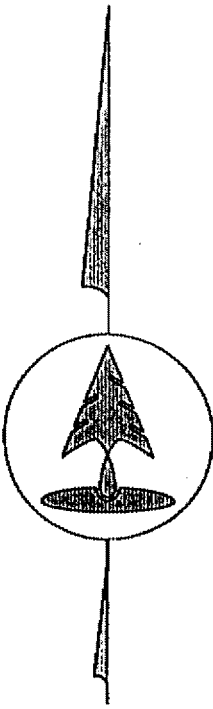
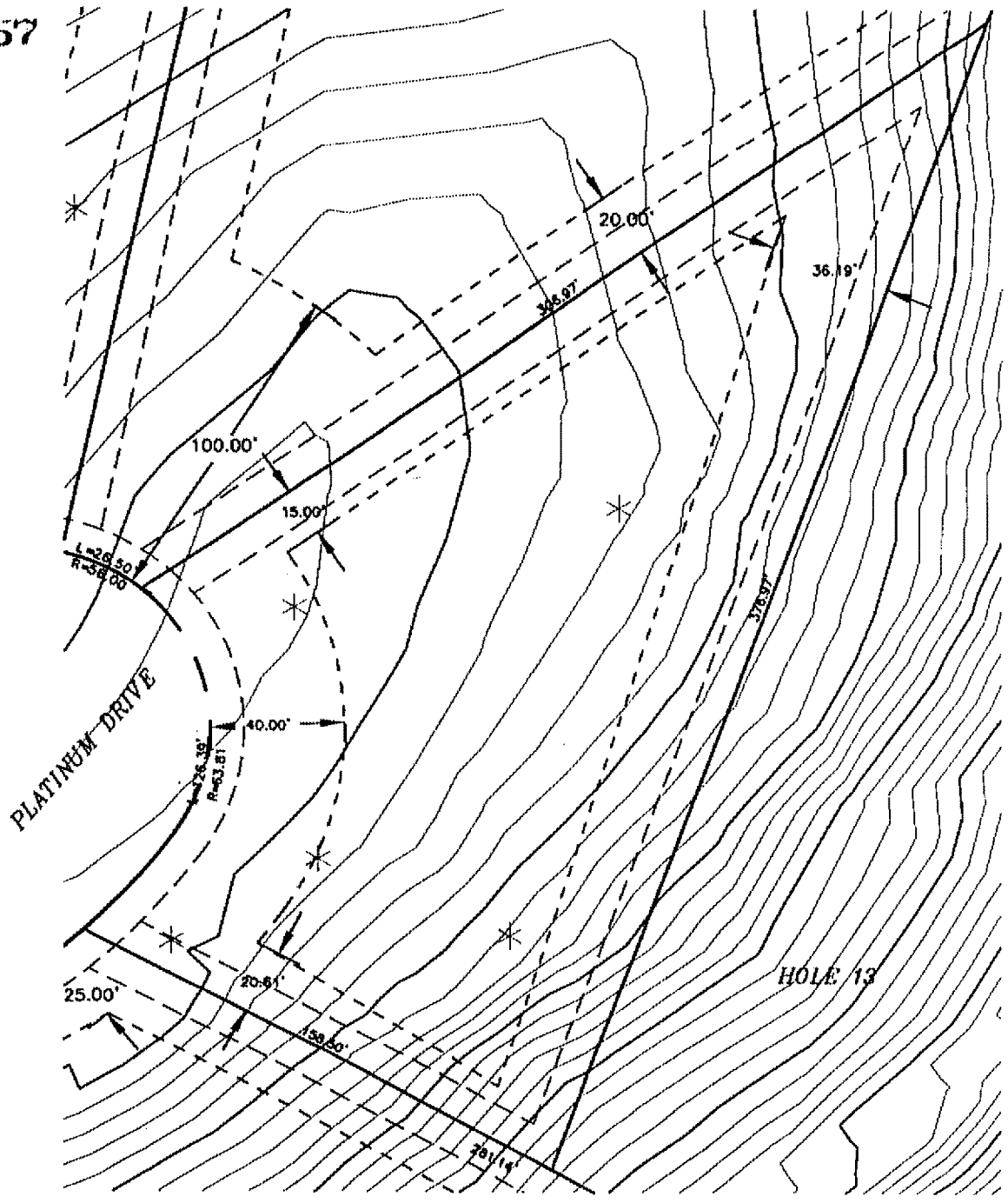
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

EXHIBIT "B-96"

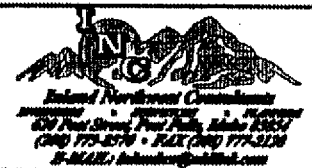
1704857



BLACK ROCK REFERENCE: LOT 19  
 BLACK ROCK FIRST ADDITION: LOT 6, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 25'  
 BUILDING ENVELOPE AREA: 18,482 sf

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

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



SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/B.5x11 1ST ADD

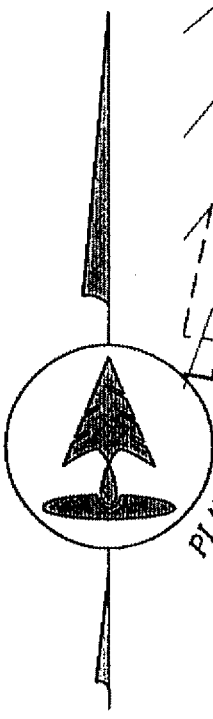
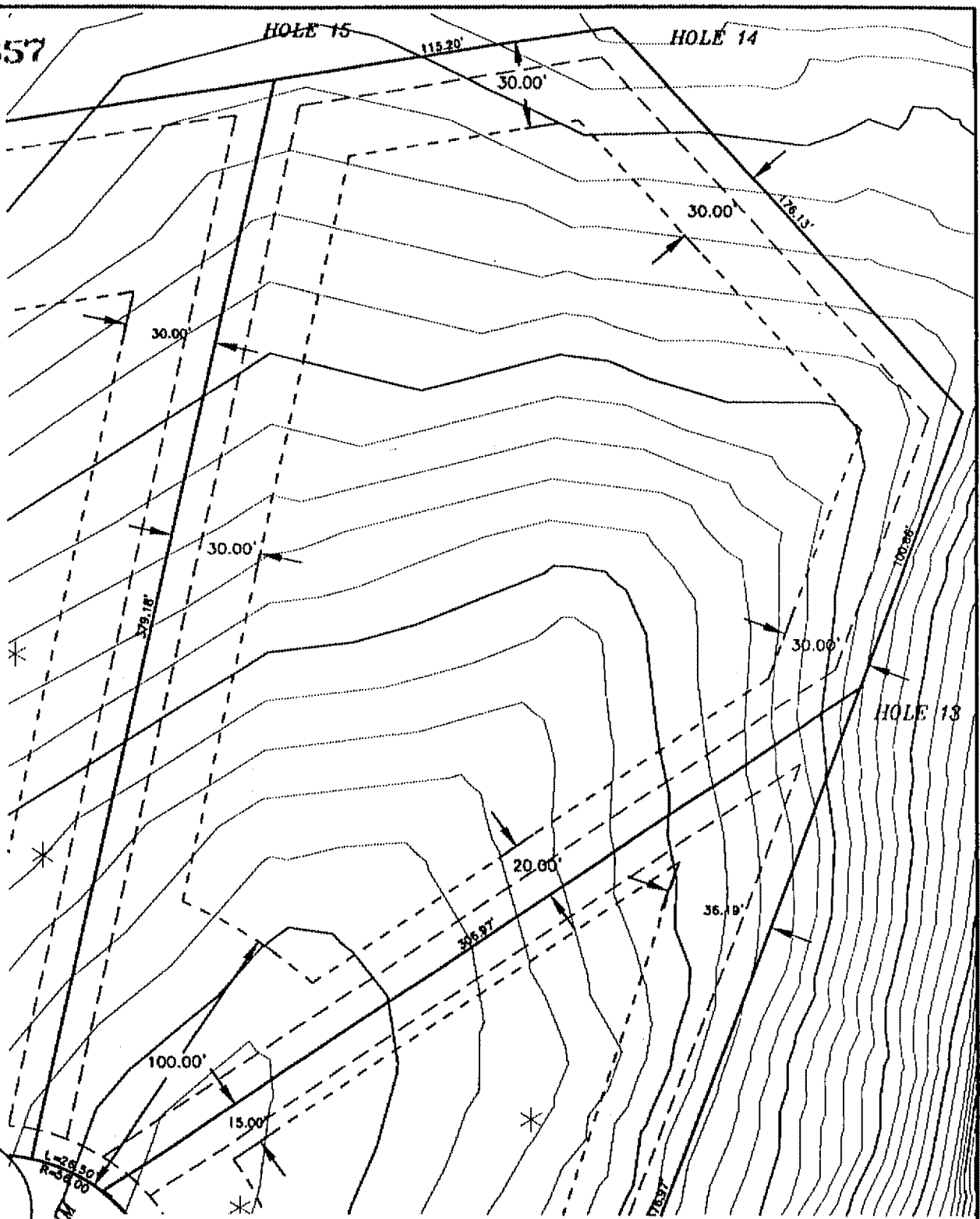
EXHIBIT "B-97"

1704857

HOLE 15

HOLE 14

HOLE 13



PLATINUM DRIVE

BLACK ROCK REFERENCE: LOT 20  
 BLACK ROCK FIRST ADDITION: LOT 5, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 40,598 sq ft

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

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

SCALE: 1"=50'

8/16/01

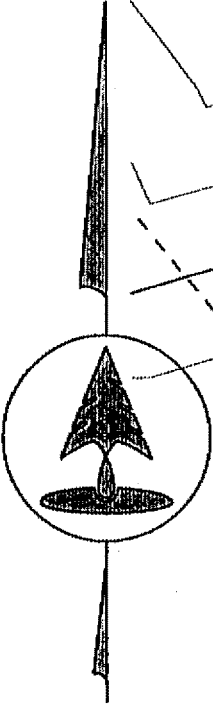
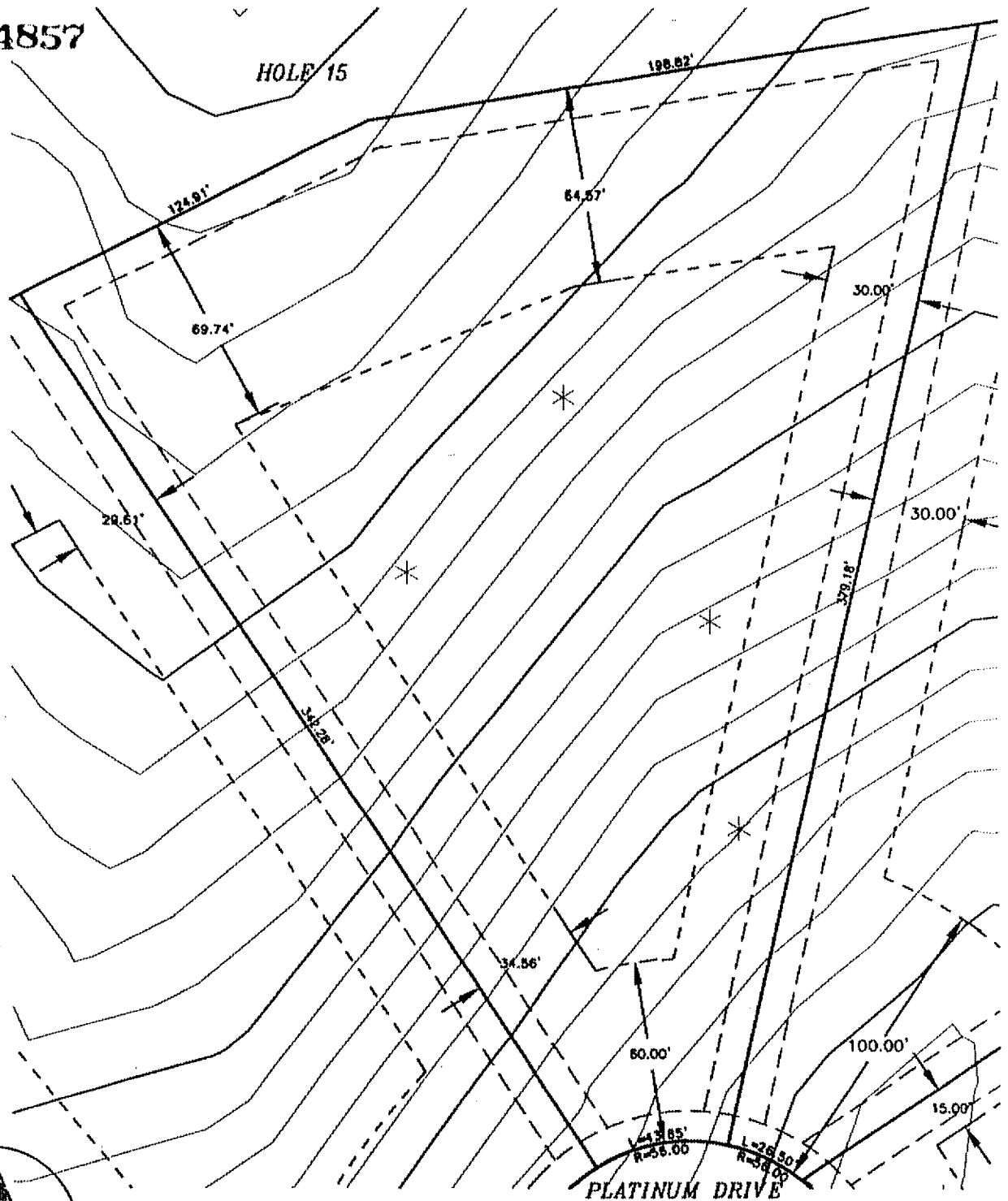
Coeur d'Alene  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Island Northwest Consultants  
 ENGINEERS • ARCHITECTS • PLANNERS  
 629 First Street, First Floor, Idaho Falls, ID 83401  
 (208) 775-8100 • FAX (208) 775-3228  
 B-MARK@islandnw.com

EXHIBIT "B-98"

1704857

HOLE 15



BLACK ROCK REFERENCE: LOT 21  
 BLACK ROCK FIRST ADDITION: LOT 4, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 24,792 sf

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

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

Coeur d'Alene  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/000088/DWG/8.6x8.5x15T ADD

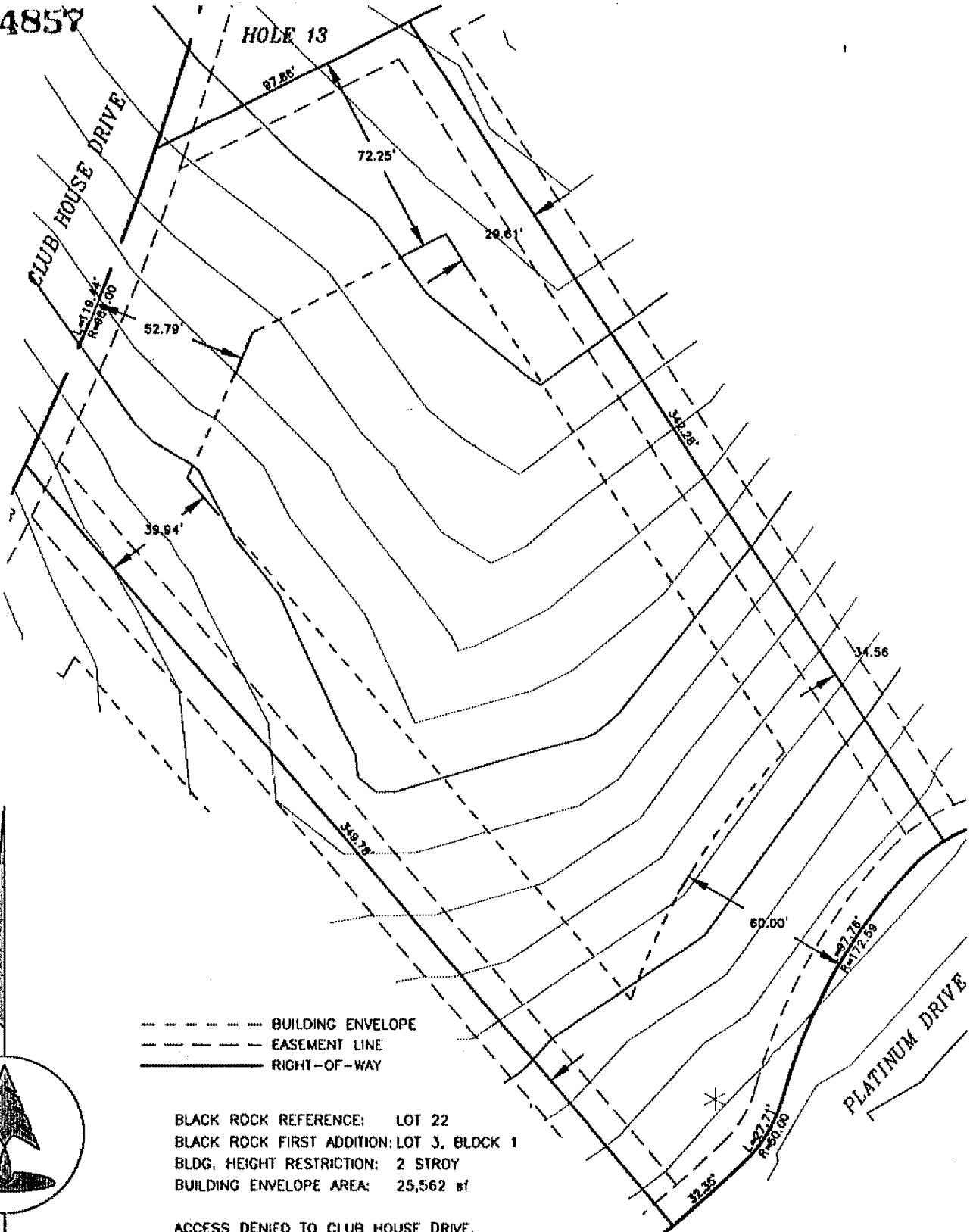
National Northwest Consultants  
 600 First Street, Fairbanks, Alaska 99701  
 (907) 773-8376 • FAX (907) 774-5228  
 E-MAIL: info@nwc-llc.com

SCALE: 1"=50'

8/16/01

EXHIBIT "B-99"

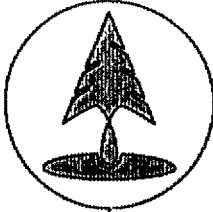
1704857



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

BLACK ROCK REFERENCE: LOT 22  
 BLACK ROCK FIRST ADDITION: LOT J, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STROY  
 BUILDING ENVELOPE AREA: 25,562 sf

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



SCALE: 1"=50'

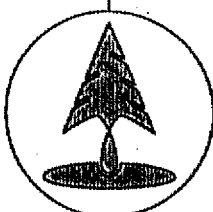
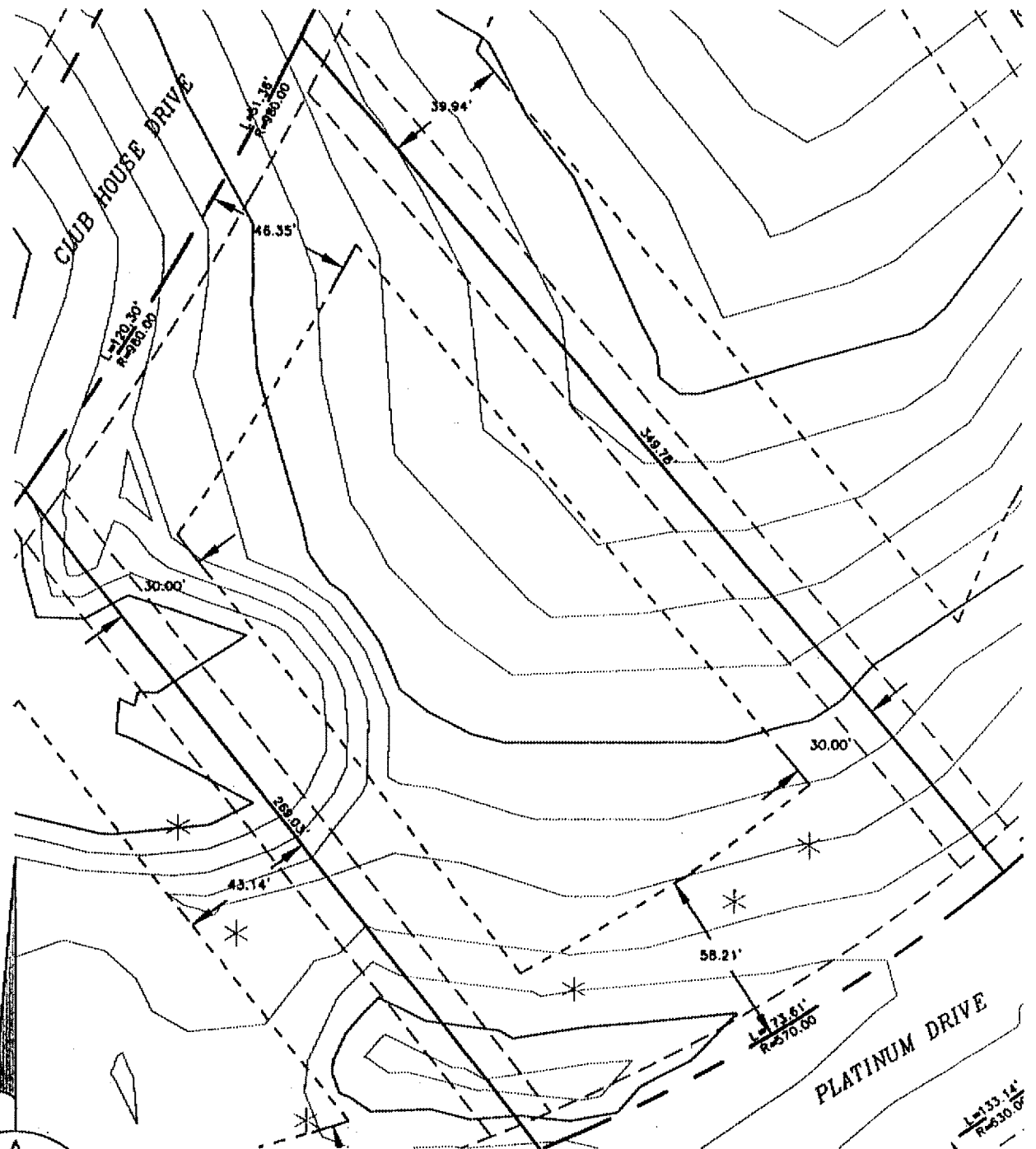
8/16/01

Coeur d'Alene  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/000088/DWG/8.5x8.5x15F-BADD

**Inland Northwest Consultants**  
 CONSULTING ENGINEERS & ARCHITECTS  
 227 First Street, Post Falls, Idaho 83854  
 (208) 773-8570 • FAX (208) 777-5128  
 E-MAIL: info@inwconsult.com

1704857



BLACK ROCK REFERENCE: LOT 23  
 BLACK ROCK FIRST ADDITION: LOT 2, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STROY  
 BUILDING ENVELOPE AREA: 21,490 sf

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

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

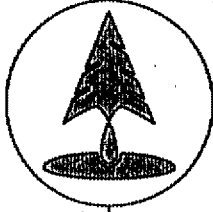
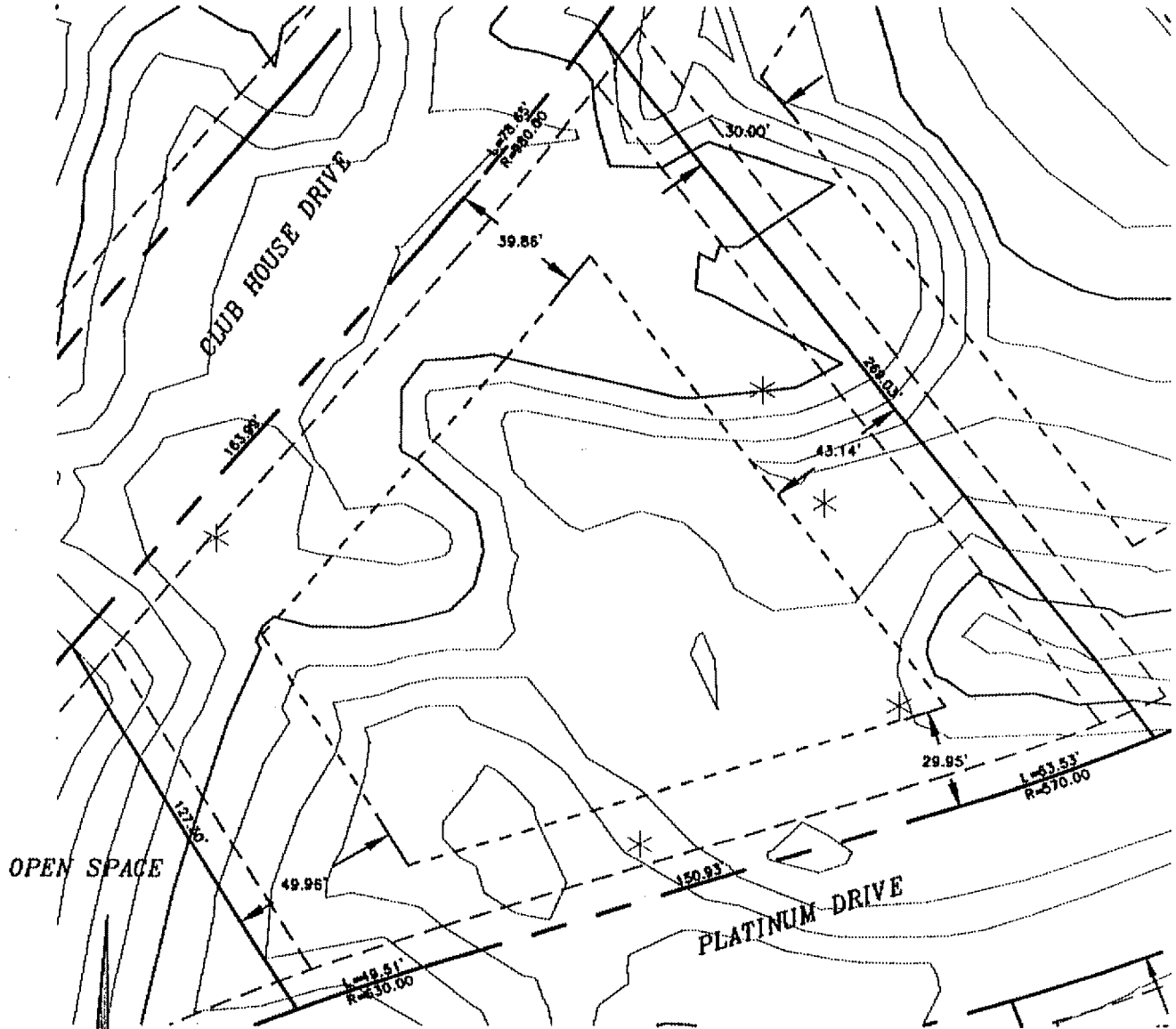
Coeur d'Alene  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/000008/DWG/6.5x8.5x15F-6ADD

Island Northwest Consultants  
 INCORPORATED  
 221 First Street, First Floor, Idaho Falls, ID 83401  
 (208) 778-8770 • FAX (208) 774-5224  
 E-MAIL: info@islandnw.com

SCALE: 1"=50'

8/16/01

1704857



BLACK ROCK REFERENCE: LOT 24  
 BLACK ROCK FIRST ADDITION: LOT 1, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 18,926 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

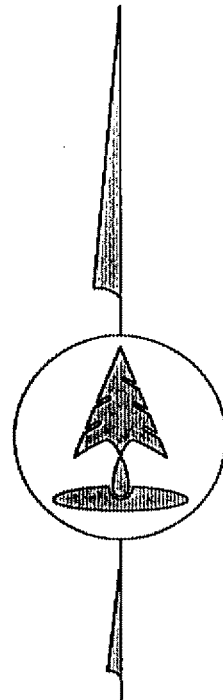
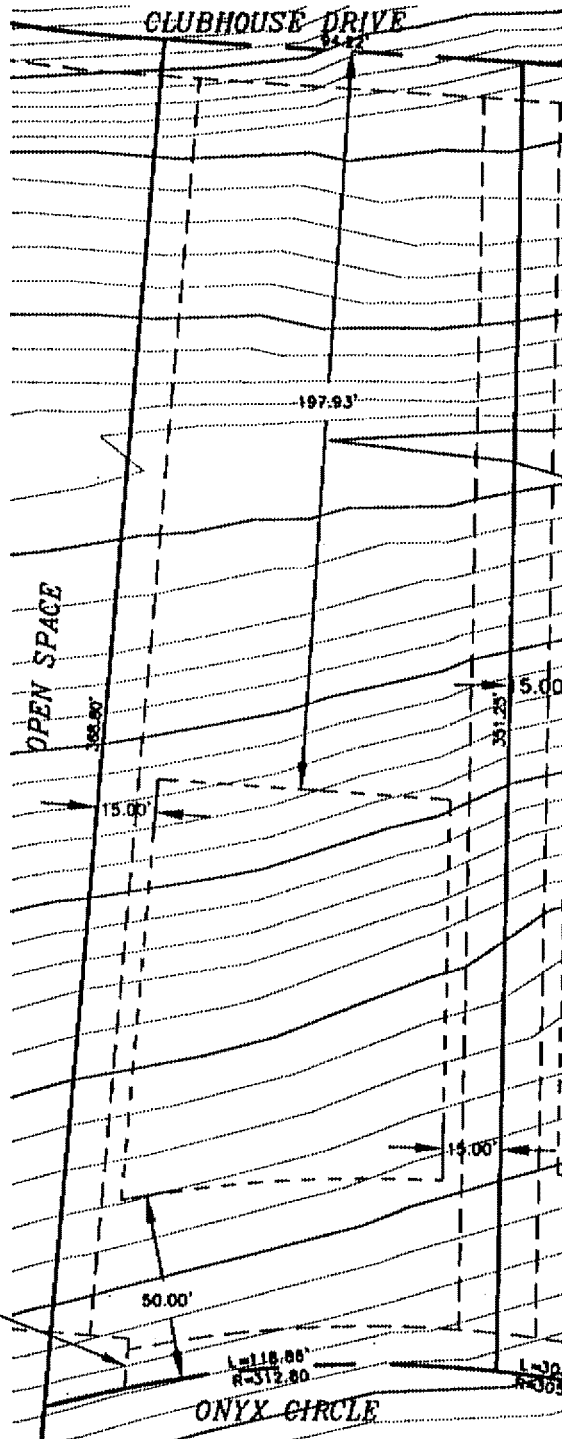
Z:/DATABASE/BLACK ROCK/000008/DWG/B.5x8.5x15T-IADD

Island Northwest Consultants  
 620 First Street, Post Falls, Idaho 83854  
 (208) 777-8574 • FAX (208) 777-8228  
 E-MAIL: info@islandnw.com

SCALE: 1"=50'

8/16/01

1704857



TURN-A-ROUND  
ACCESS AND UTILITY  
EASEMENT

BLACK ROCK REFERENCE: LOT 25  
 BLACK ROCK FIRST ADDITION: LOT 1, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 8,546 sf

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

ACCESS DENIED TO CLUB HOUSE DRIVE.

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



Coeur d'Alene  
**BLACK ROCK**



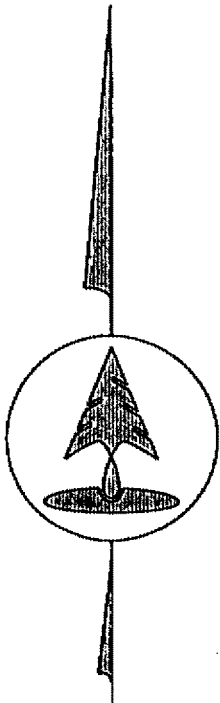
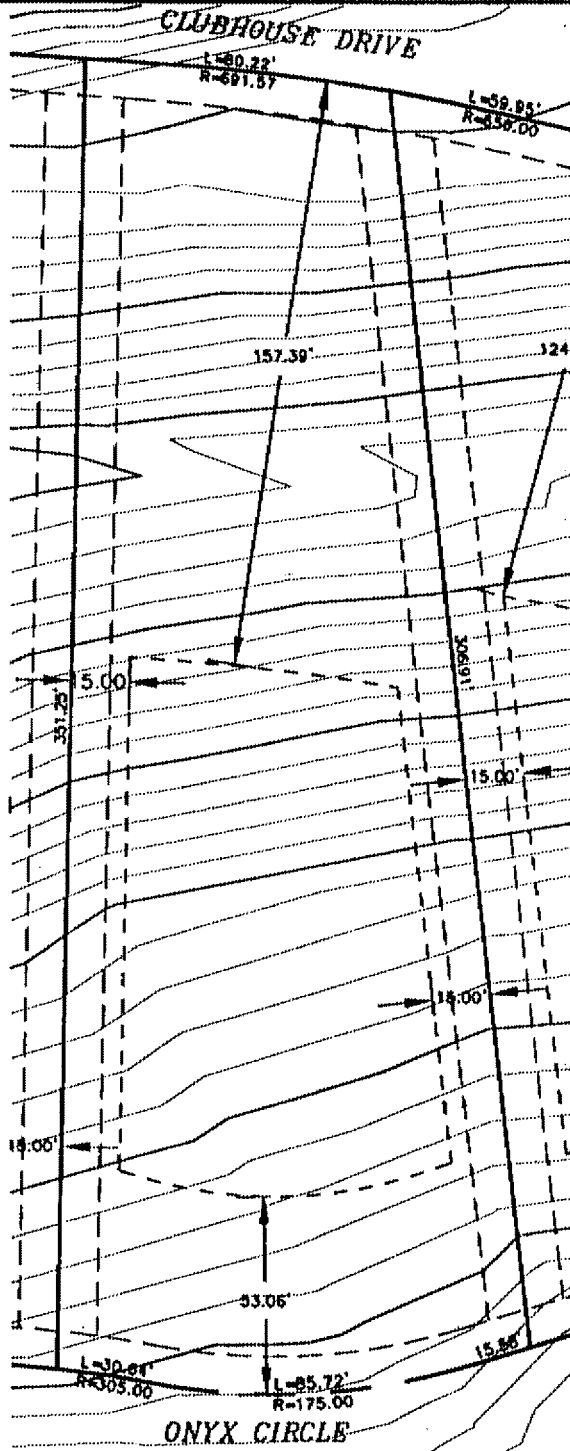
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

EXHIBIT "B-103"

1704857



BLACK ROCK REFERENCE: LOT 26  
 BLACK ROCK FIRST ADDITION: LOT 2, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 10,936 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

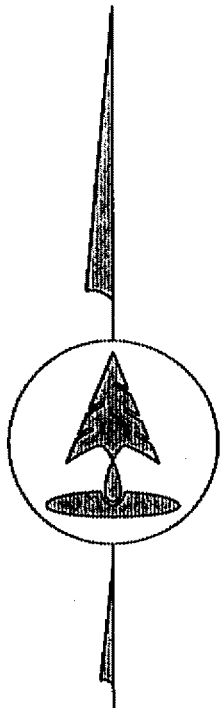
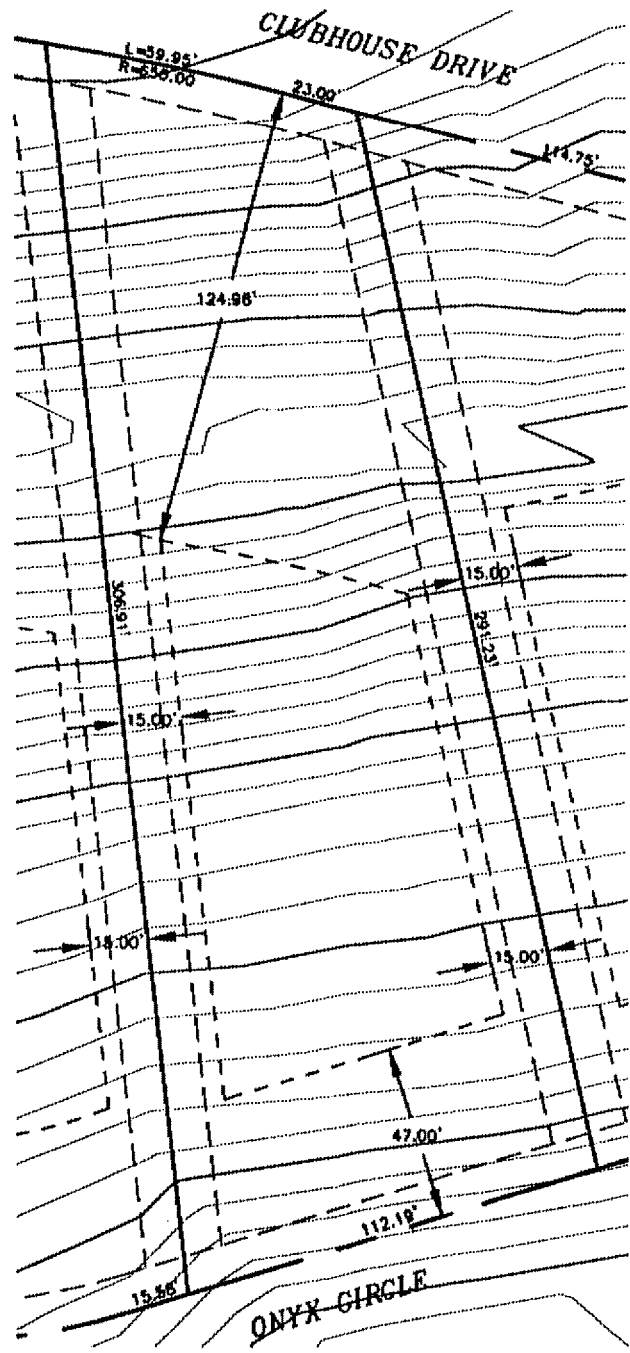
Inland Northwest Commission  
 200 First Street, P.O. Box 1000  
 COEUR D'ALENE, IDAHO 83802  
 (208) 775-8571 • FAX (208) 777-8228  
 E-MAIL: InlandNW@idwr.com

SCALE: 1"=50'

8/16/01

EXHIBIT "B-104"

1704857



BLACK ROCK REFERENCE: LOT 27  
 BLACK ROCK FIRST ADDITION: LOT 3, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 9,172 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/010098/DWG/8.5x11 1ST ADD

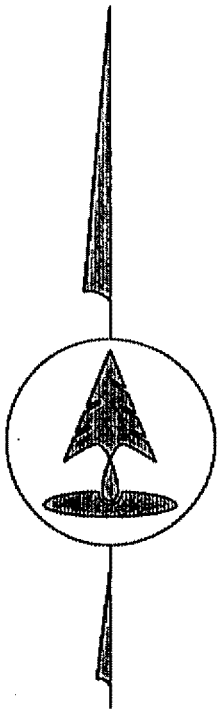
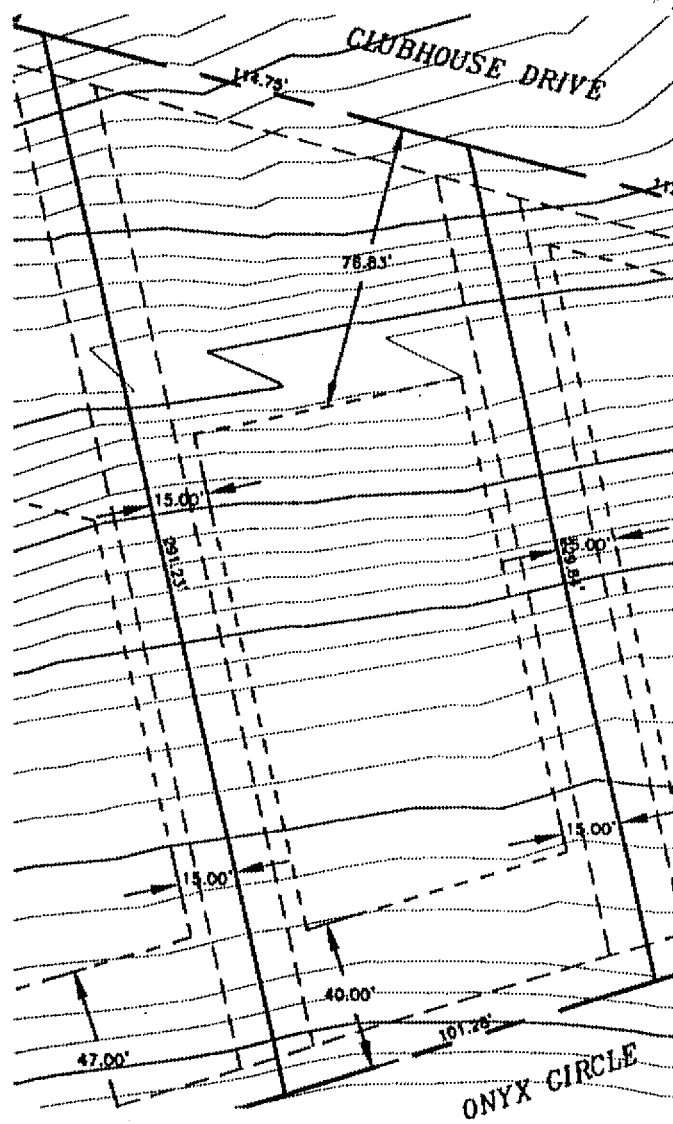
Island Northwest Consultants  
 201 First Street, First Floor, Black Rock  
 (208) 775-8574 • FAX (208) 777-3128  
 E-MAIL: info@islandnw.com

SCALE: 1"=50'

8/16/01

EXHIBIT "B-105"

1704857



BLACK ROCK REFERENCE: LOT 28  
 BLACK ROCK FIRST ADDITION: LOT 4, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 9,556 sf

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

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

Coeur d'Alene  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

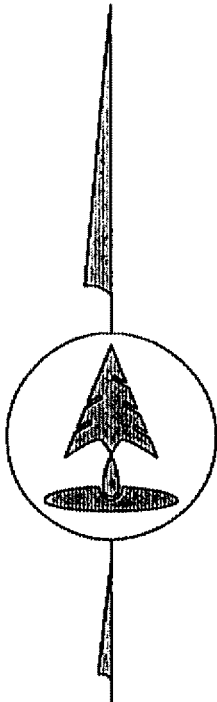
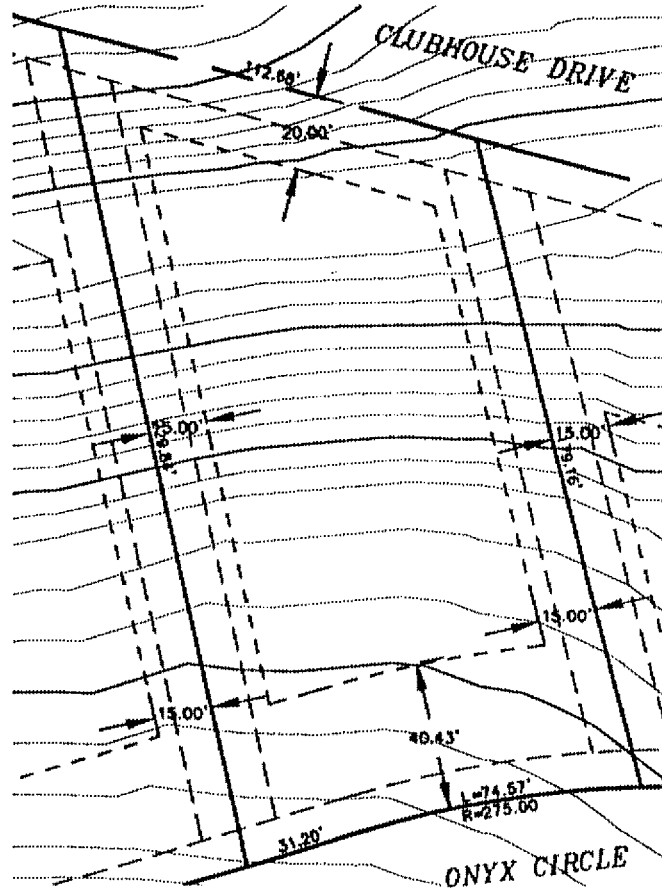
**Black Rock**  
 National Development Commission  
 601 First Street, P.O. Box 1000  
 COYO, ID 83401 • FAX (208) 777-3328  
 B-BLOCK@blackrock.com

SCALE: 1"=50'

9/4/01

EXHIBIT "B-106"

1704857



BLACK ROCK REFERENCE: LOT 29  
 BLACK ROCK FIRST ADDITION: LOT 5, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 9,991 sf

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

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

SCALE: 1"=50'

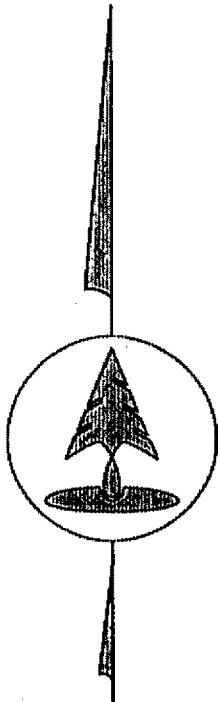
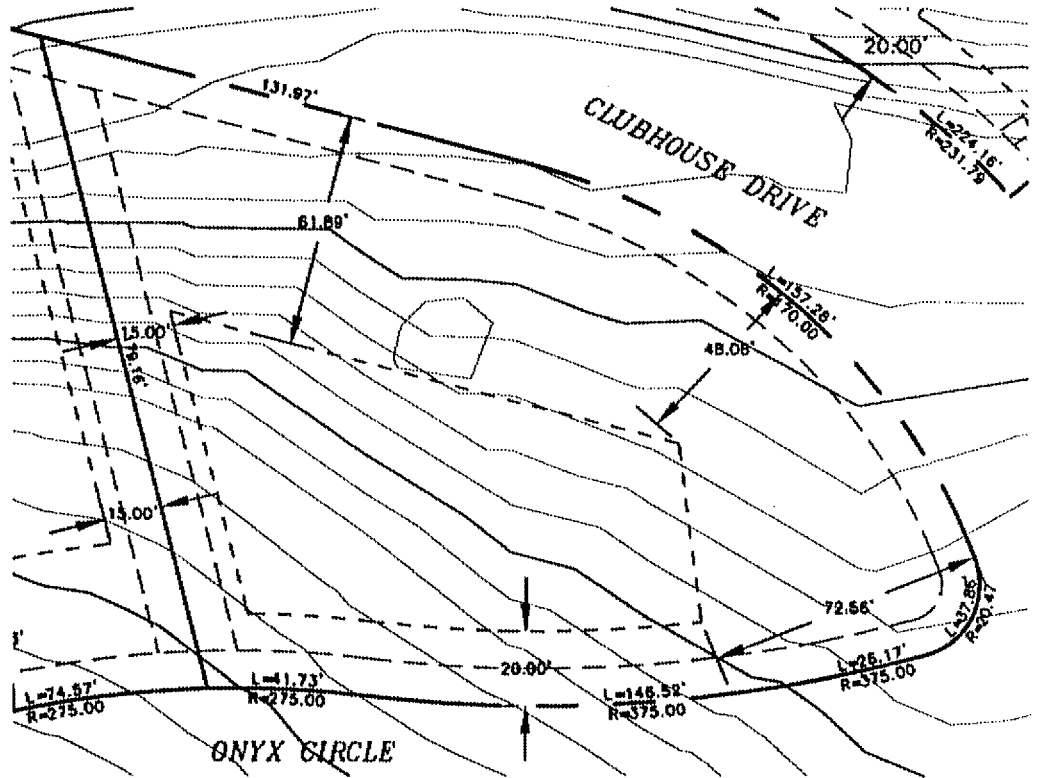
8/16/01

Coeur d'Alene  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/D10096/DWG/8.5x11 1ST ADD

**Inland Northwest Communities**  
 630 First Street, First Floor, Black Rock  
 (208) 775-5574 • FAX (208) 777-5129  
 E-MAIL: info@inw.com

1704857



BLACK ROCK REFERENCE: LOT 30  
 BLACK ROCK FIRST ADDITION: LOT 6, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 8,057 sf

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

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

SCALE: 1"=50'

8/16/01

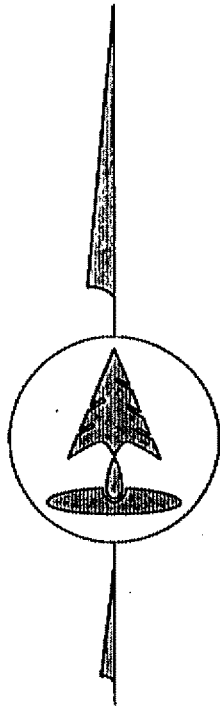
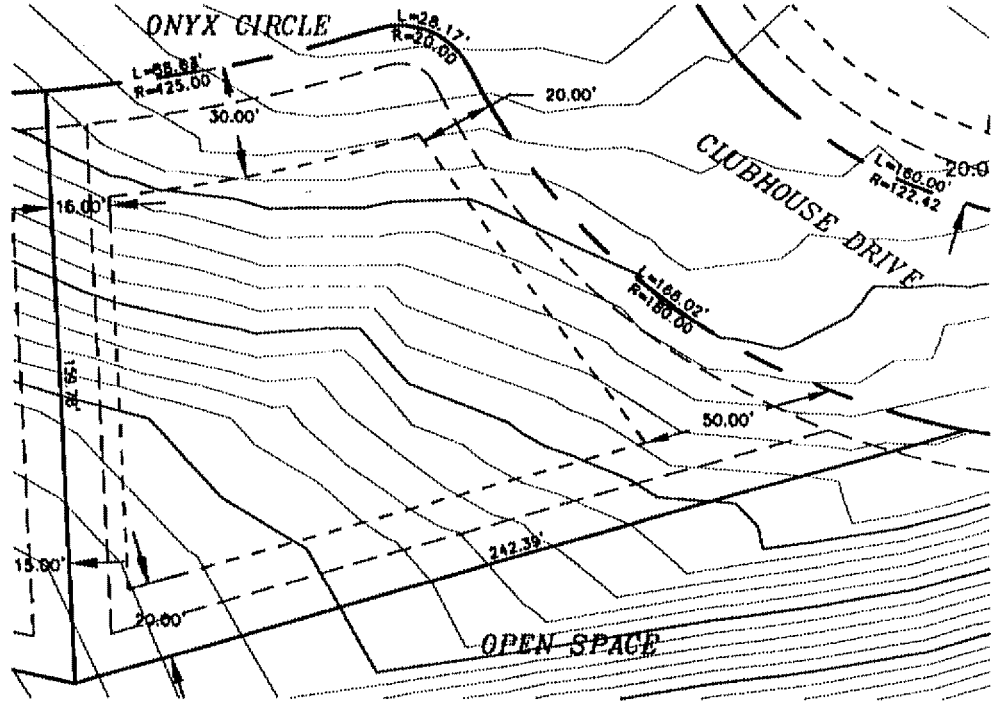
Coeur d'Alene  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Black Rock  
 Real Estate  
 620 First Street, First Floor, Idaho Falls, ID  
 (208) 777-6579 • FAX (208) 777-3228  
 B-10182; bblackrock@blackrock.com

EXHIBIT "B-108"

1704857



BLACK ROCK REFERENCE: LOT 79  
 BLACK ROCK FIRST ADDITION: LOT B, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 11,056 sf

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

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

SCALE: 1"=50'

9/4/01

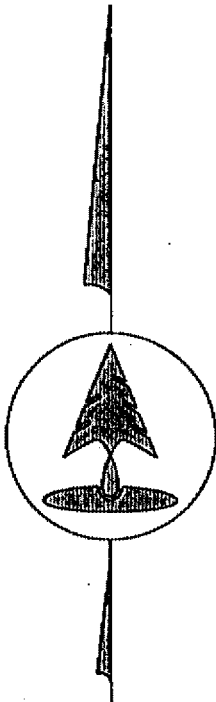
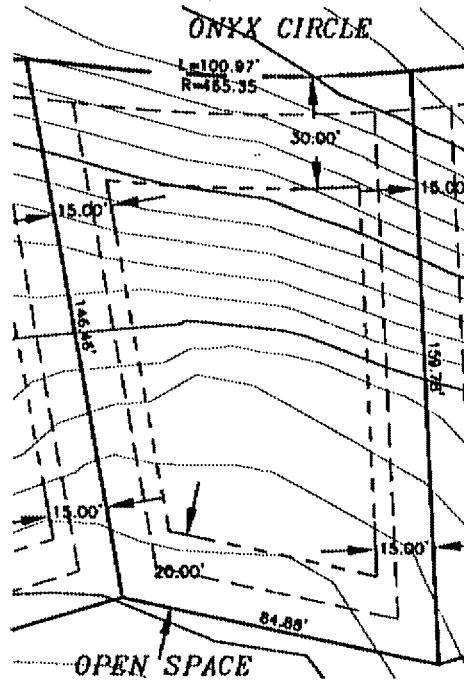
**Coeur d'Alene**  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/010096/OWG/8.5x11 1ST ADD

**IN**  
**NO**

*Inland Northwest Consultants*  
 630 First Street, Post Falls, Idaho 83854  
 (208) 775-8774 • FAX (208) 774-3128  
 E-MAIL: info@inno.com

1704857



BLACK ROCK REFERENCE: LOT 80  
 BLACK ROCK FIRST ADDITION: LOT 7, BLDCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 5,894 sf

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

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

SCALE: 1"=50'

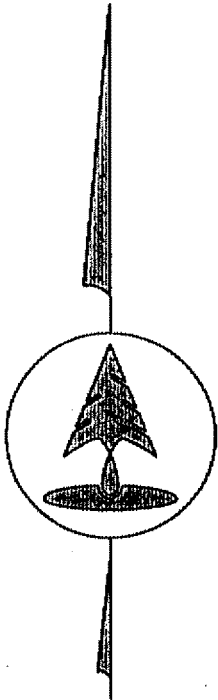
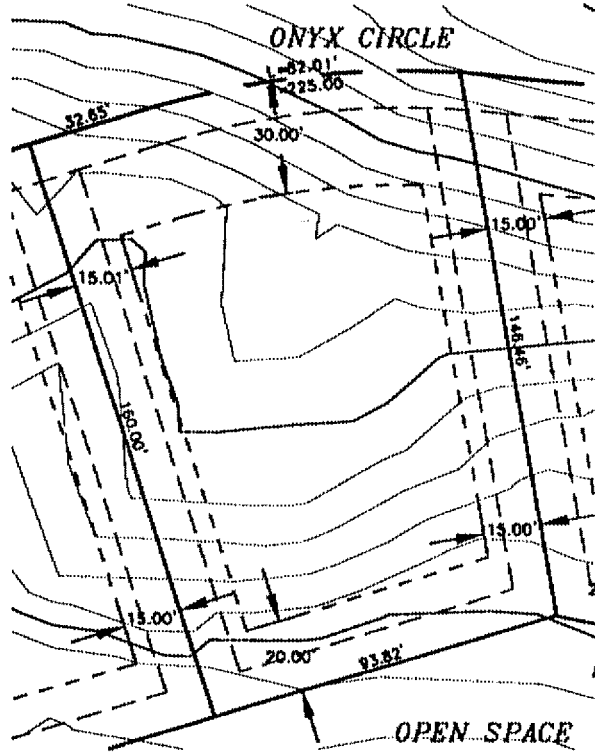
8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

**Inland Northwest Consultants, Inc.**  
 CONSULTING ENGINEERS & ARCHITECTS  
 600 First Street, Post Falls, Idaho 83854  
 (208) 775-8500 • FAX (208) 777-3200  
 E-MAIL: info@inwconsultants.com

EXHIBIT "B-110"

1704857



BLACK ROCK REFERENCE: LOT 81  
 BLACK ROCK FIRST ADDITION: LOT 6, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 7,876 sf

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

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

Coeur d'Alene  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/D10096/DWG/8.5x11 1ST ADD

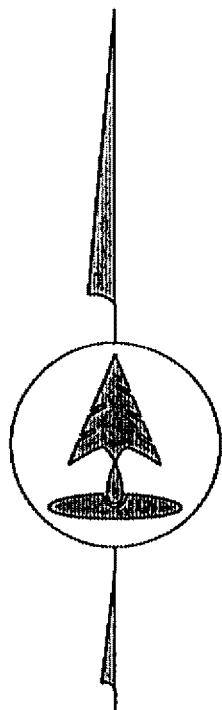
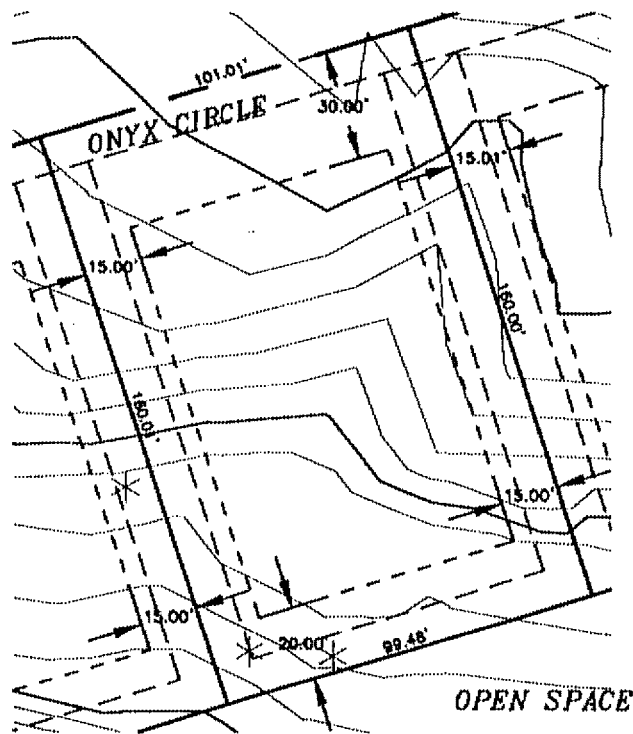
Island Northwest Consultants  
 250 First Street, First Floor, Black Rock  
 (208) 775-5570 • FAX (208) 777-5120  
 E-MAIL: info@islandnw.com

SCALE: 1"=50'

8/16/01

EXHIBIT "B-111"


1704857




BLACK ROCK REFERENCE: LOT 82  
 BLACK ROCK FIRST ADDITION: LOT 5, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 7,721 sf

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

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

  
 Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

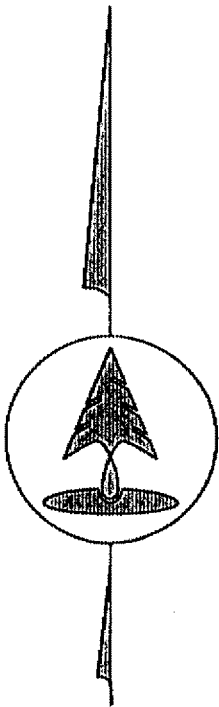
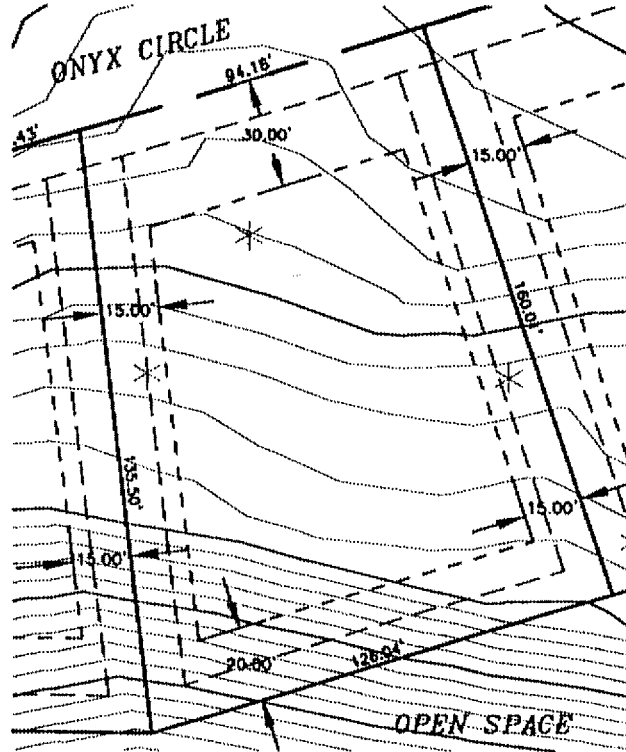
  
 Inland Northwest Consultants  
 630 First Street, Post Falls, Idaho 83854  
 (208) 775-8270 • FAX (208) 775-8228  
 E-MAIL: info@inwcon.com

SCALE: 1"=50'

8/16/01

EXHIBIT "B-112"

1704857



BLACK ROCK REFERENCE: LOT B3  
 BLACK ROCK FIRST ADDITION: LOT 4, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 8,891 sf

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

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

Coeur d'Alene  
**BLACK ROCK**  
 Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

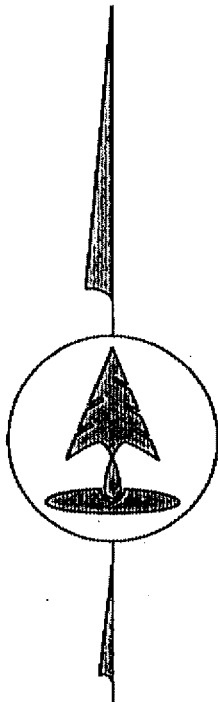
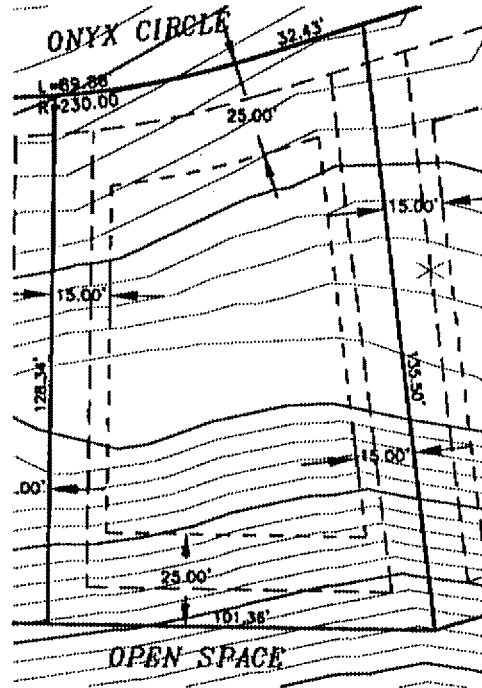
**Black Rock**  
 Inland Northwest Communities  
 200 First Street, Post Falls, Idaho 83854  
 (208) 773-8370 • FAX (208) 777-5128  
 B-MARK: info@blackrock.com

SCALE: 1"=50'

8/16/01

EXHIBIT "B-113"

1704857




BLACK ROCK REFERENCE: LOT 84  
 BLACK ROCK FIRST ADDITION: LOT 3, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 6,086 sf

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

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

SCALE: 1"=50'

9/4/01

  
 Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD


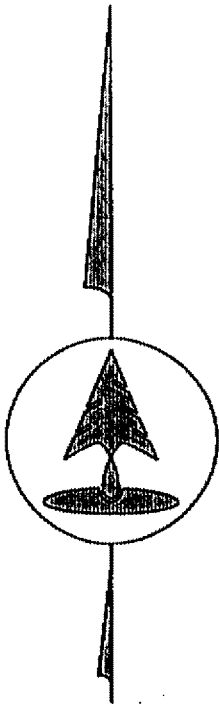
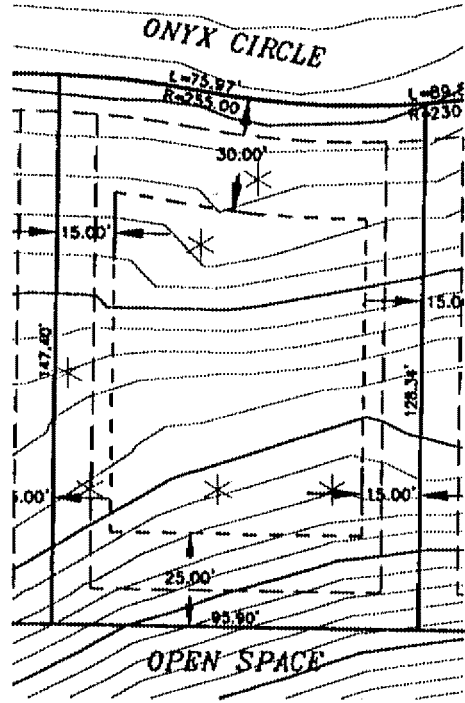
  
 Inland Northwest Consultants  
 600 First Street, Post Falls, Idaho 83854  
 (208) 775-2570 • FAX (208) 775-3228  
 E-MAIL: info@nandoo.com

EXHIBIT "B-114"

1704857



BLACK ROCK REFERENCE: LOT 85  
 BLACK ROCK FIRST ADDITION: LOT 2, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 5,760 sf

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

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

*Coeur d'Alene*  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

*Island Northwest Consultants*  
 600 First Street, Post Falls, Idaho 83854  
 (208) 775-8770 • FAX (208) 777-5128  
 E-MAIL: info@islandnw.com

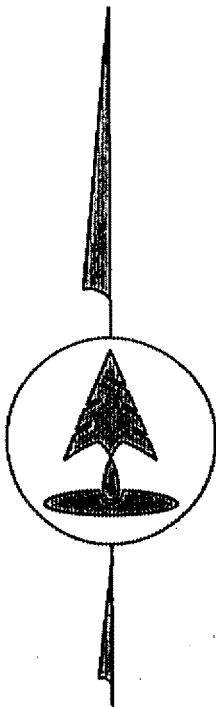
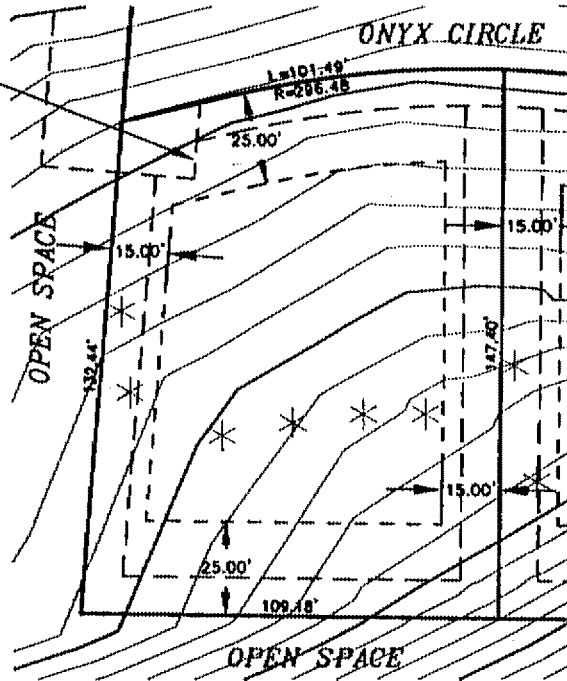
SCALE: 1"=50'

9/4/01

EXHIBIT "B-115"

1704857

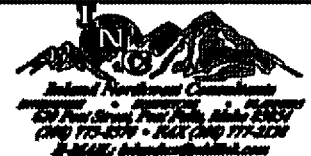
TURN-A-ROUND  
ACCESS AND UTILITY  
EASEMENT



BLACK ROCK REFERENCE: LOT 86  
 BLACK ROCK FIRST ADDITION: LOT 1, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 6,860 sf

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

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



SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

EXHIBIT "B-116"

1706231

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

Nov 21 4 46 PM '01

DANIEL J. BRUGHISH

DEPUTY *CP*  
FEE\$ 81.00



Coeur d'Alene (27 pgs.)  
**BLACK ROCK**

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

1706231

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

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

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

Furthermore, said Addendum was inadvertently recorded prior to the recording of the Final Plat of Black Rock First Addition.

Attached hereto and incorporated herein by this reference, are Exhibits "B-92" through "B-116", Exhibits of Individual Lot Building Setbacks for Black Rock First Addition, whose Plat was recorded on November 21, 2001, in Book I of Plats at Pages 311A through 311E, as Instrument Number 1706230, at the Office of the Kootenai County Recorder.

NOW THEREFORE, this Amendment to the Second Addendum of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development, shall be recorded and included as a portion of the Covenants, Conditions and Restrictions of Black Rock, a Planned Unit Development. This Amendment to the Second Addendum supercedes the Second Addendum previously recorded on November 13<sup>th</sup>; however this Amendment does not take the place of the CC&Rs and the Addendum to the CC&Rs already recorded, and is simply an addition to the same.

**DECLARANT**

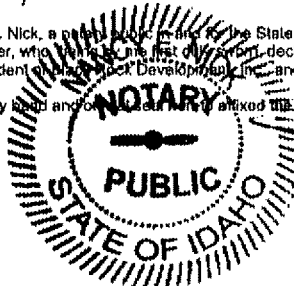
Black Rock Development, Inc.  
an Idaho Corporation

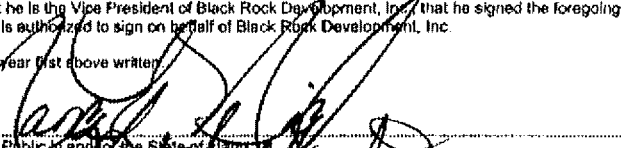
By:   
George W. Schillinger, Vice President

STATE OF IDAHO        )  
                                  )ss.  
County of Kootenai    )

I, Nancy E. Nick, a Notary Public in and for the State of Idaho, do hereby certify that on this 21<sup>st</sup> day of November, 2001, personally appeared before me George W. Schillinger, who being the first of the above named, declared that he is the Vice President of Black Rock Development, Inc., that he signed the foregoing document as Vice President of Black Rock Development, Inc., and that he is authorized to sign on behalf of Black Rock Development, Inc.

Witness my hand and official seal this 21<sup>st</sup> day and year first above written

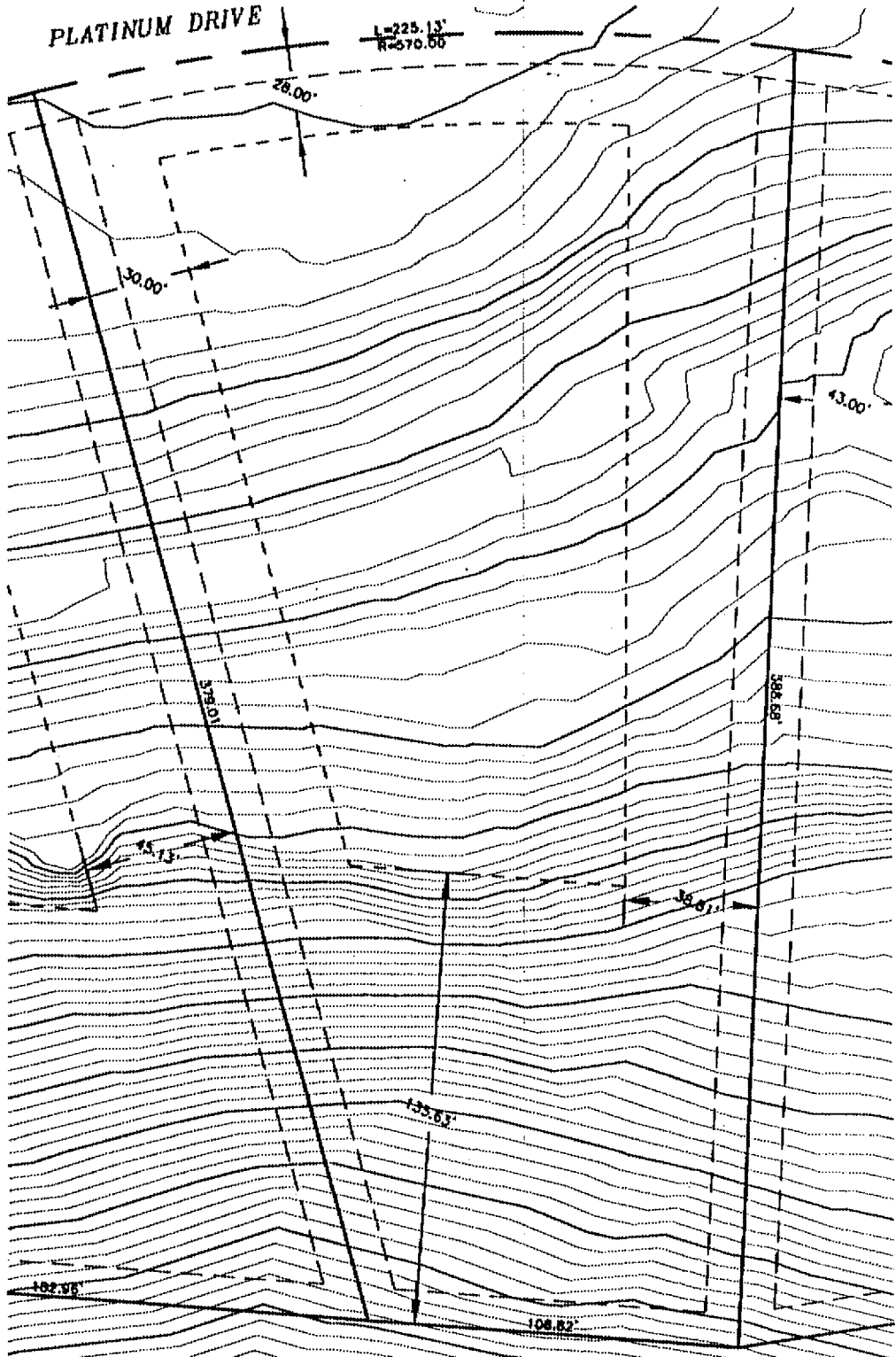


  
Notary Public in and for the State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: 10-31-2003

1706231

PLATINUM DRIVE

L=225.13'  
R=270.00'



HOLE 12

BLACK ROCK REFERENCE: LOT 14  
 BLACK ROCK FIRST ADDITION: LOT 11, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 24,380 sf

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

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



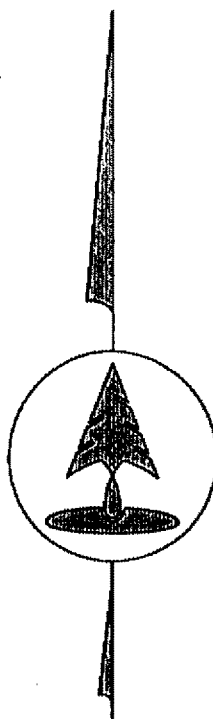
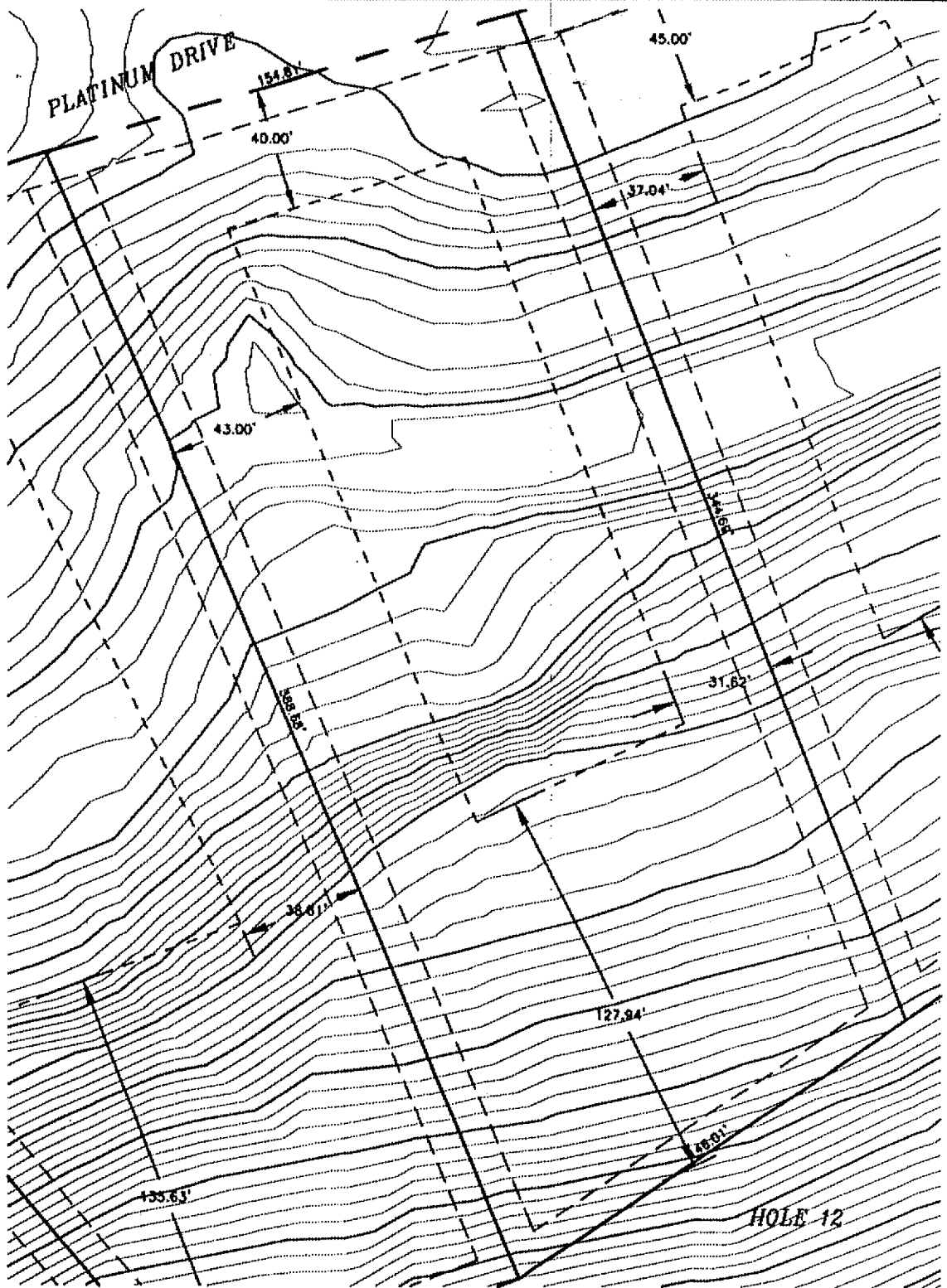
SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/D10096/DWG/B.5x11 1ST ADD

Exhibit "B-92"

1706231



BLACK ROCK REFERENCE: LOT 15  
 BLACK ROCK FIRST ADDITION: LOT 10, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 14,982 sf  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.

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

SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD


 Coeur d'Alene  
**BLACK ROCK**


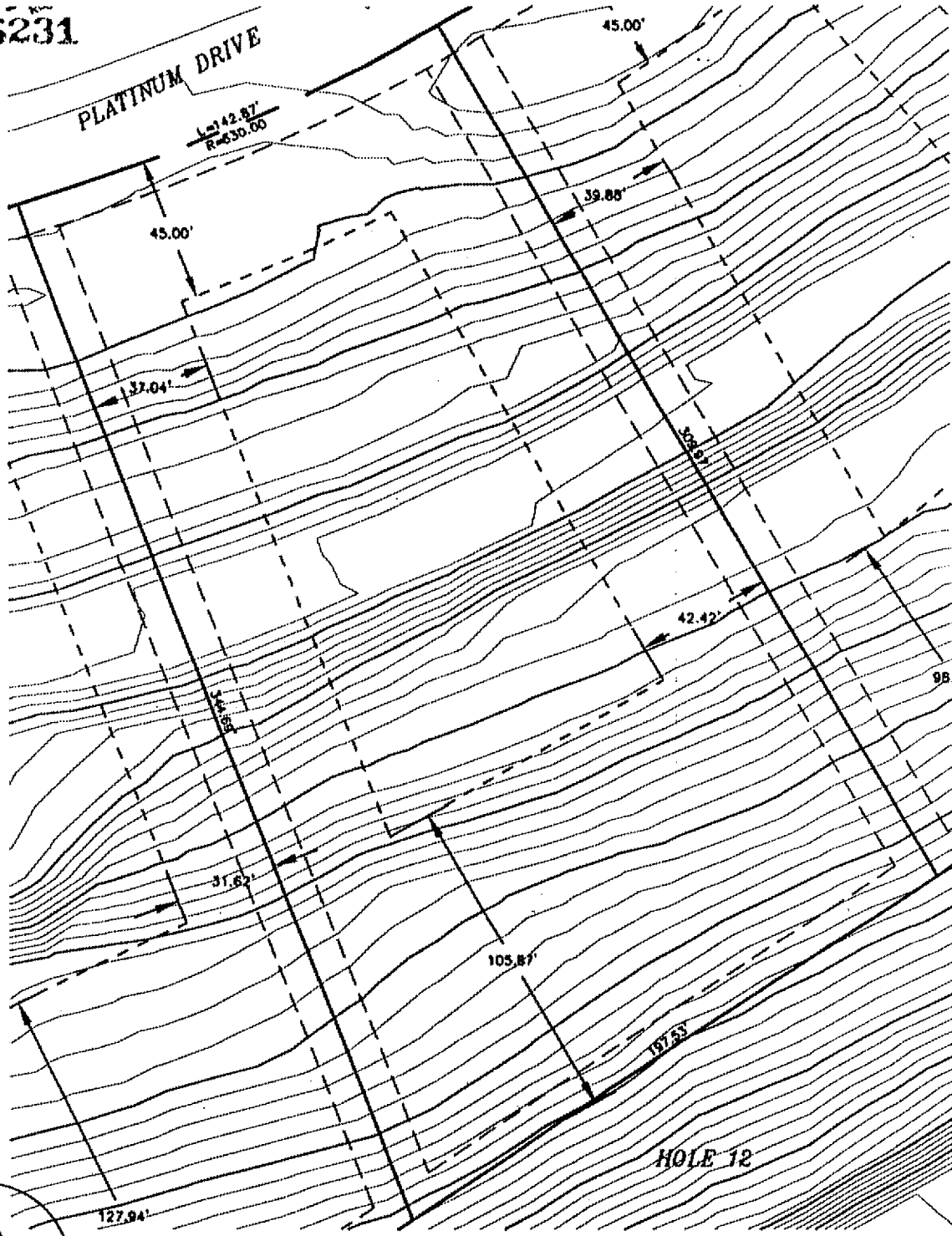
  
 Island Northwest Consultants  
 430 First Street, First Floor, Idaho Falls, Idaho 83401  
 (208) 775-8370 • FAX (208) 777-3128  
 E-MAIL: info@blackrock.com

Exhibit "B-93"

1706231

PLATINUM DRIVE



BLACK ROCK REFERENCE: LOT 16  
 BLACK ROCK FIRST ADDITION: LOT 9, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 14,791 sf

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

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

*Coeur d'Alene*  
**BLACK ROCK**

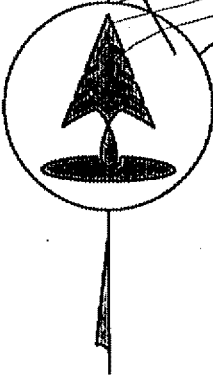
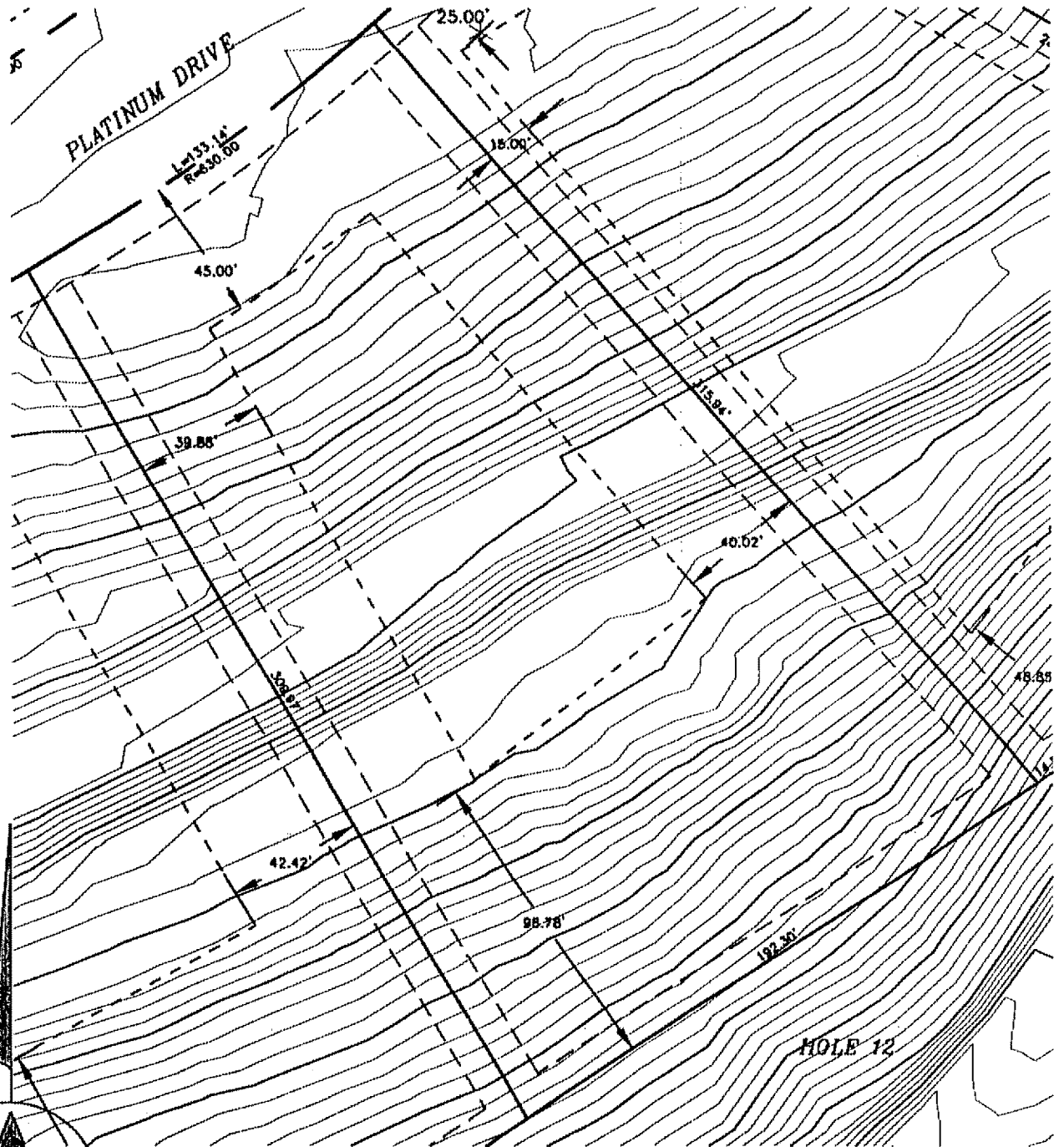
**INTEGRITY**  
*Inland Northwest Consultants*  
 600 First Street, Post Falls, Idaho 83854  
 (208) 775-8570 • FAX (208) 777-3228  
 E-MAIL: [info@integrity.com](mailto:info@integrity.com)

SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

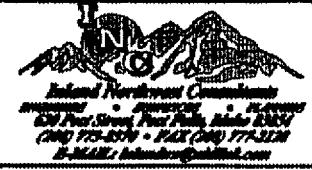
1706231



BLACK ROCK REFERENCE: LOT 17  
 BLACK ROCK FIRST ADDITION: LOT 8, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 12,408 sf

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

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



SCALE: 1"=50'

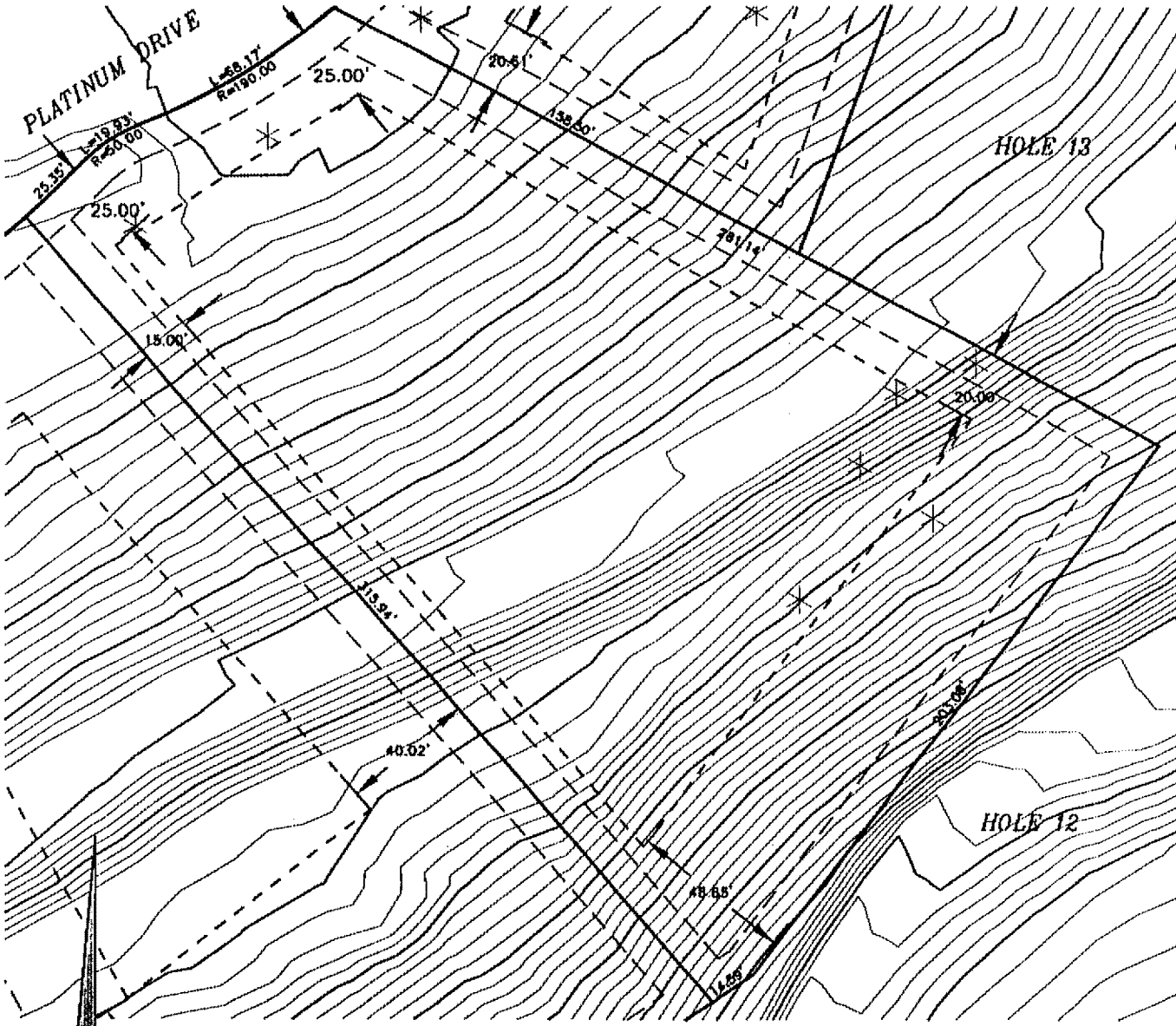
9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-95"

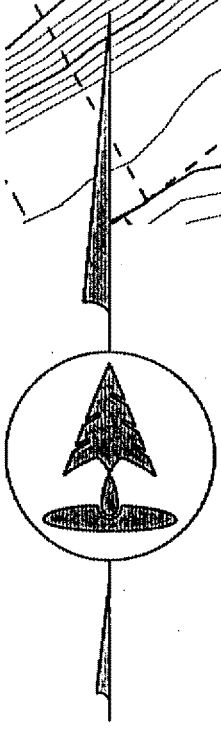
1706231

PLATINUM DRIVE



HOLE 13

HOLE 12



BLACK ROCK REFERENCE: LOT 18  
 BLACK ROCK FIRST ADDITION: LOT 7, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 25'  
 BUILDING ENVELOPE AREA: 27,145 sf

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

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

SCALE: 1"=50'

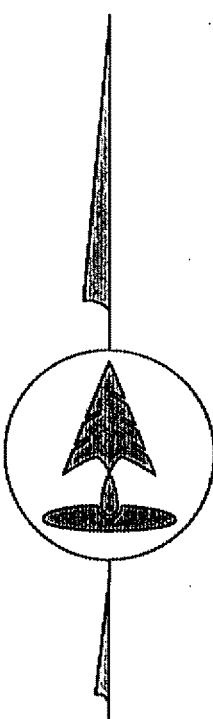
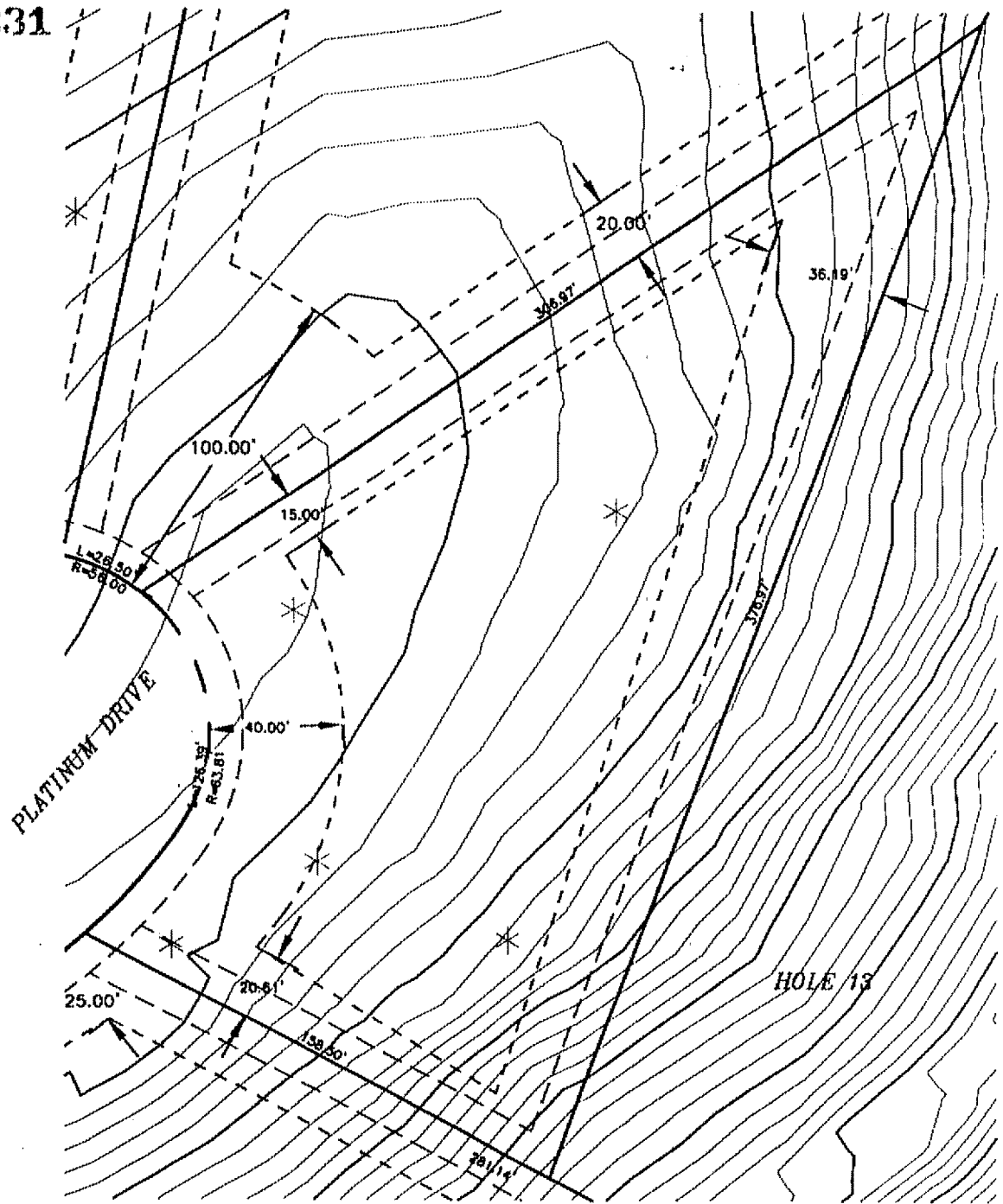
8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD



Exhibit "B-96"

1706231



BLACK ROCK REFERENCE: LOT 19  
 BLACK ROCK FIRST ADDITION: LOT 6, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 25'  
 BUILDING ENVELOPE AREA: 18,482 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/B.5x11 1ST ADD

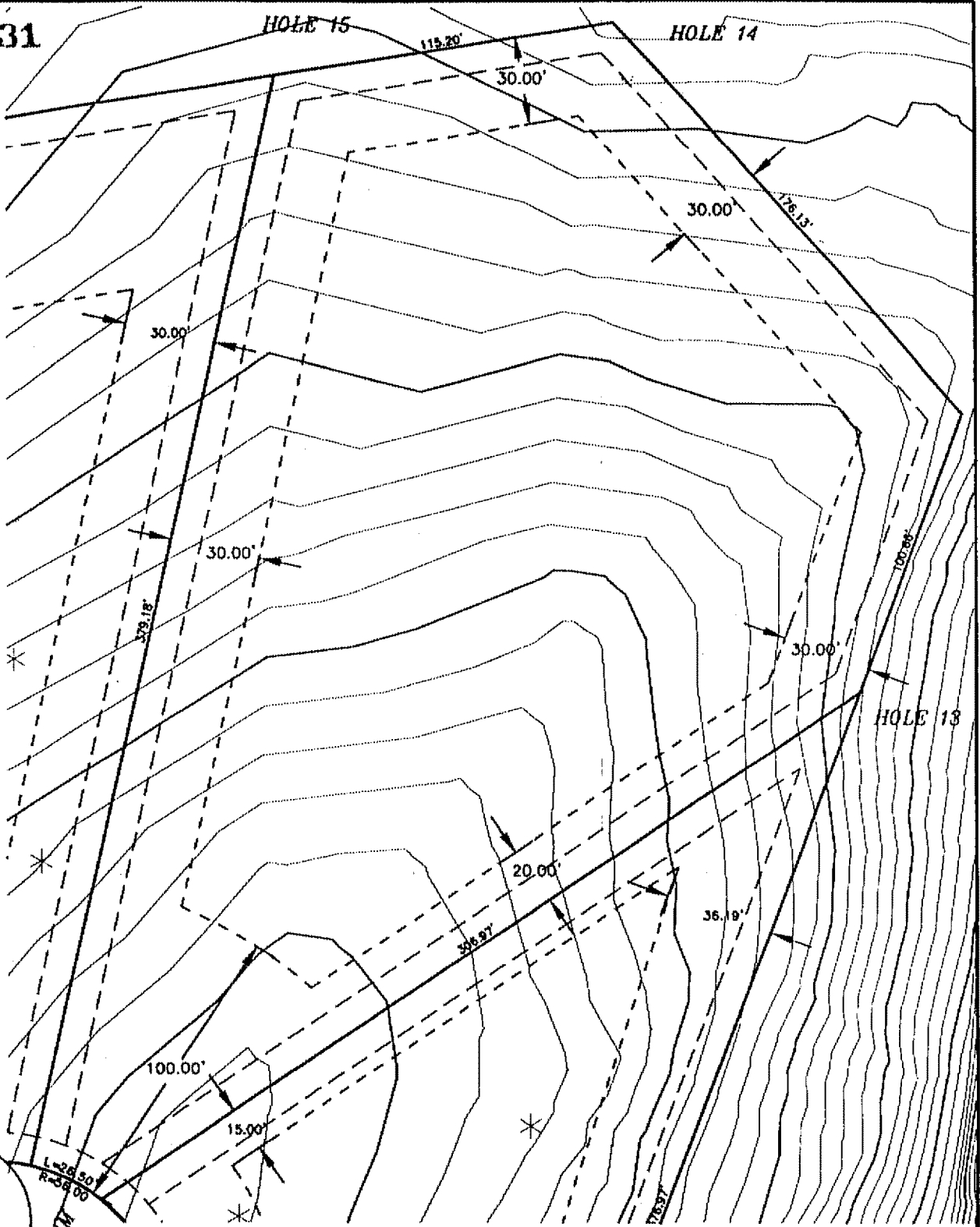
Exhibit "B-97"

1706231

HOLE 15

HOLE 14

HOLE 13

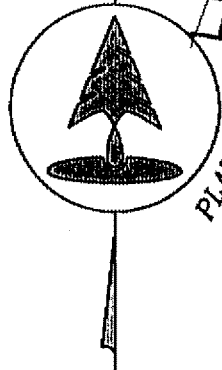


PLATINUM DRIVE

BLACK ROCK REFERENCE: LOT 20  
 BLACK ROCK FIRST ADDITION: LOT 5, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 40,598 sf

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

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



SCALE: 1"=50'

8/16/01

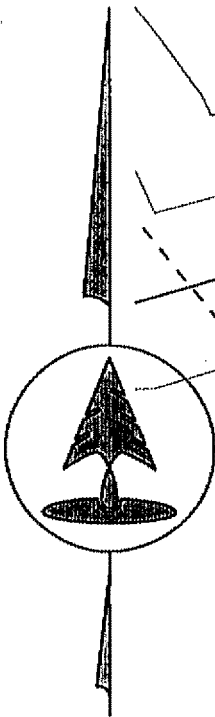
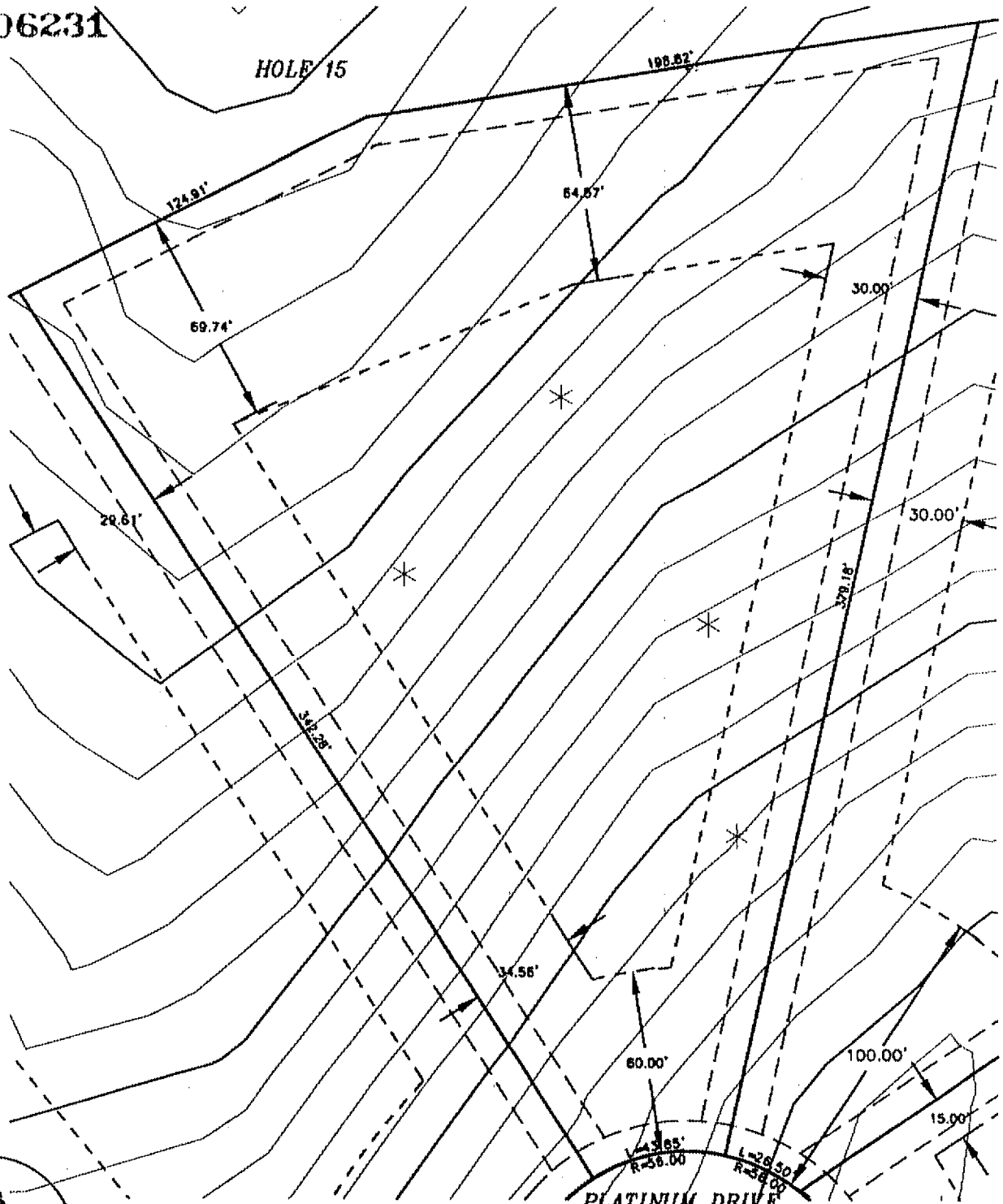
Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD



Exhibit "B-98"

1706231

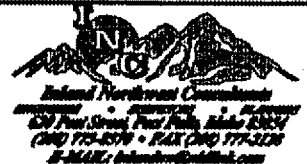
HOLE 15



BLACK ROCK REFERENCE: LOT 21  
 BLACK ROCK FIRST ADDITION: LOT 4, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 24,792 sf

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

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



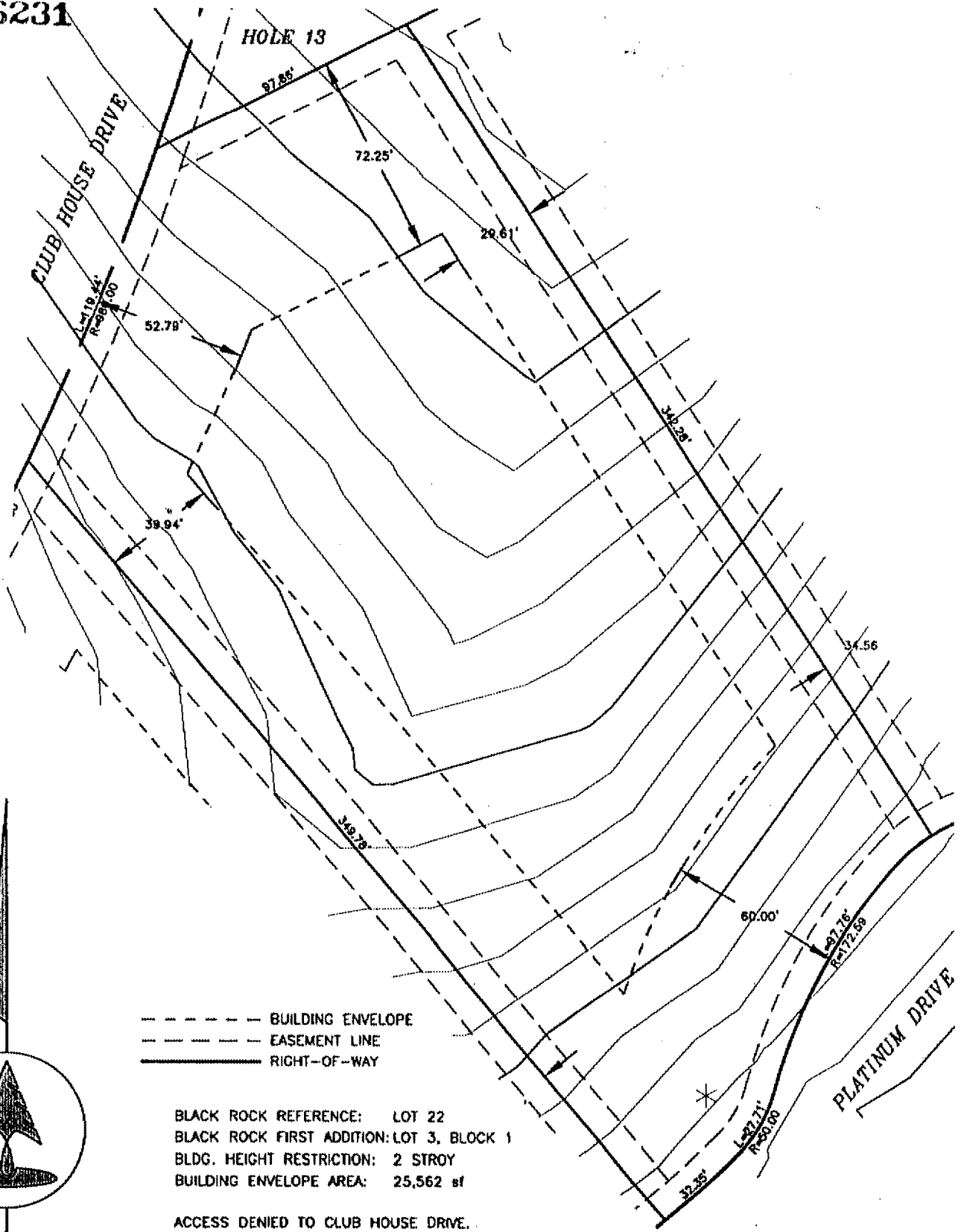
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/000008/DWG/B5x8.5x1ST ADD

Exhibit "B-99"

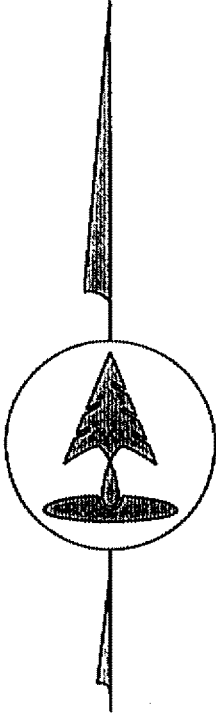
1706231



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

BLACK ROCK REFERENCE: LOT 22  
 BLACK ROCK FIRST ADDITION: LOT 3, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STROY  
 BUILDING ENVELOPE AREA: 25,562 sf

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

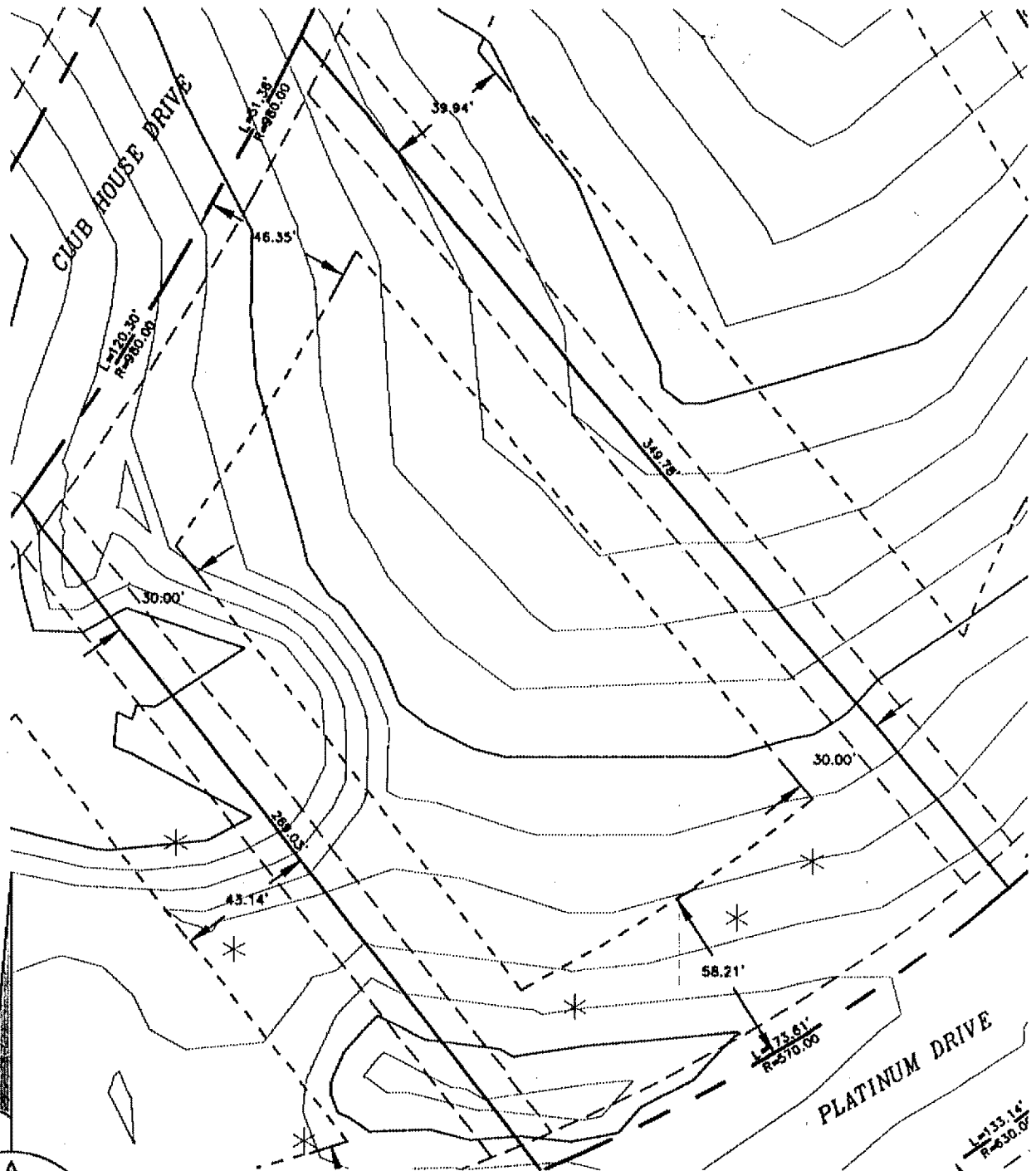


SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/000088/DWG/8.6.8.5x15F-BDD

1706231



BLACK ROCK REFERENCE: LOT 23  
 BLACK ROCK FIRST ADDITION: LOT 2, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STROY  
 BUILDING ENVELOPE AREA: 21,490 sf

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

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



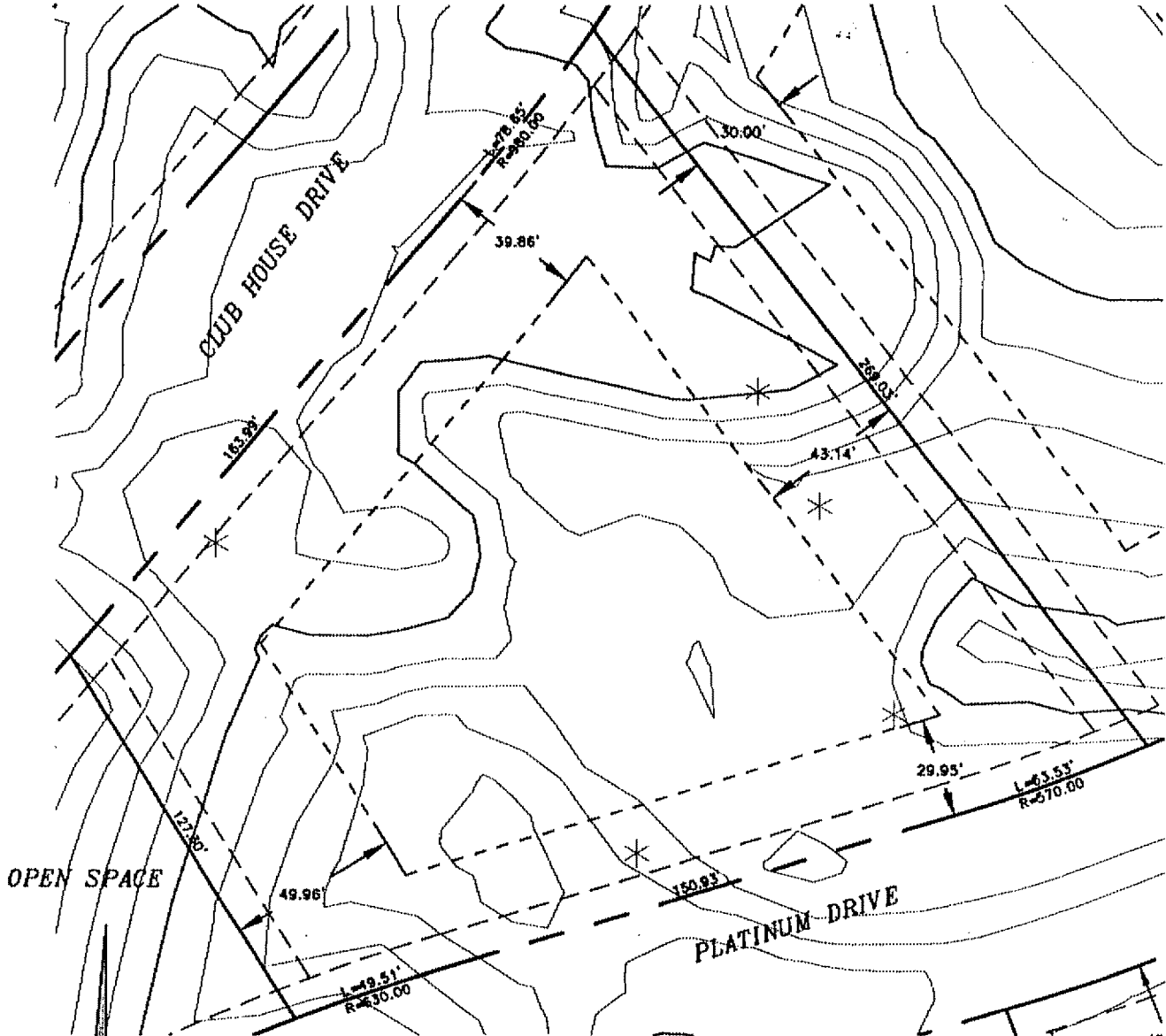
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/000088/DWG/858.5x1ST-BDD

Exhibit "B-101"

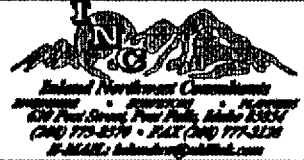
1706231



BLACK ROCK REFERENCE: LOT 24  
 BLACK ROCK FIRST ADDITION: LOT 1, BLOCK 1  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 18,926 sf

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

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

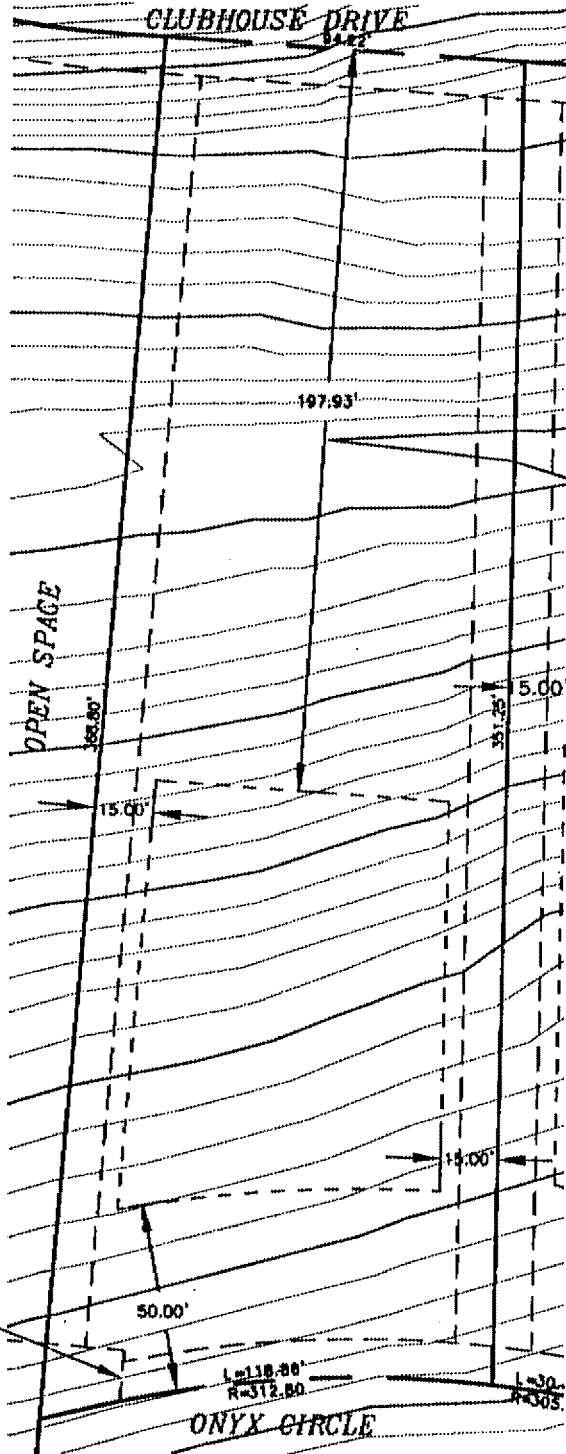


SCALE: 1"=50'

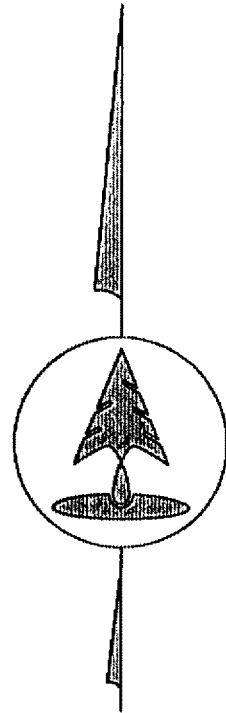
8/16/01

Z:/DATABASE/BLACK ROCK/000008/DWG/85x8.5x1ST-BADD

1706231



TURN-A-ROUND  
ACCESS AND UTILITY  
EASEMENT



BLACK ROCK REFERENCE: LOT 25  
 BLACK ROCK FIRST ADDITION: LOT 1, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 8,546 s/

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

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

SCALE: 1"=50'

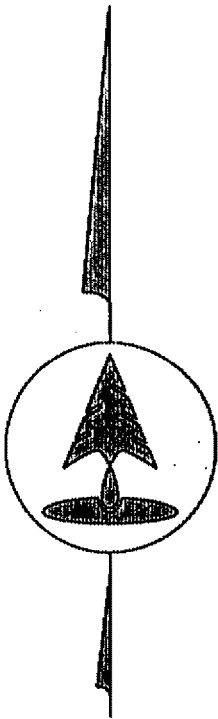
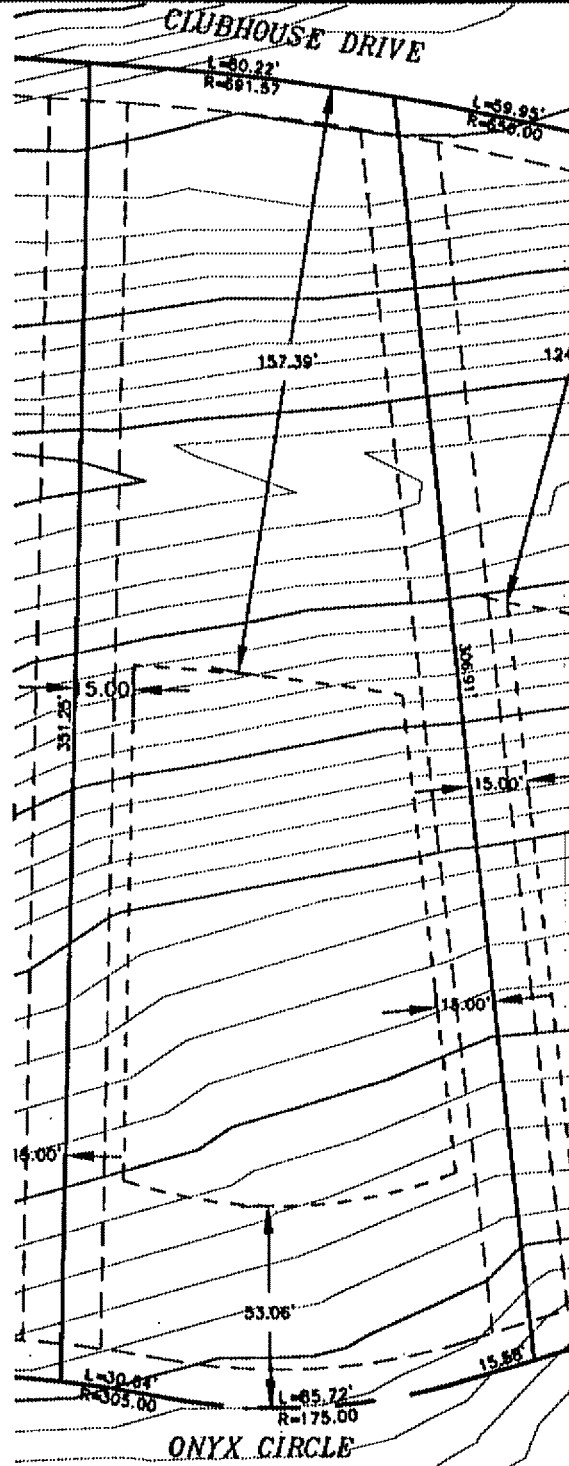
8/16/01



Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-103"

1706231



BLACK ROCK REFERENCE: LOT 26  
 BLACK ROCK FIRST ADDITION: LOT 2, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 10,936 sf

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

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



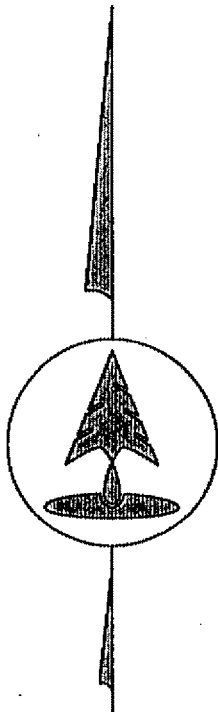
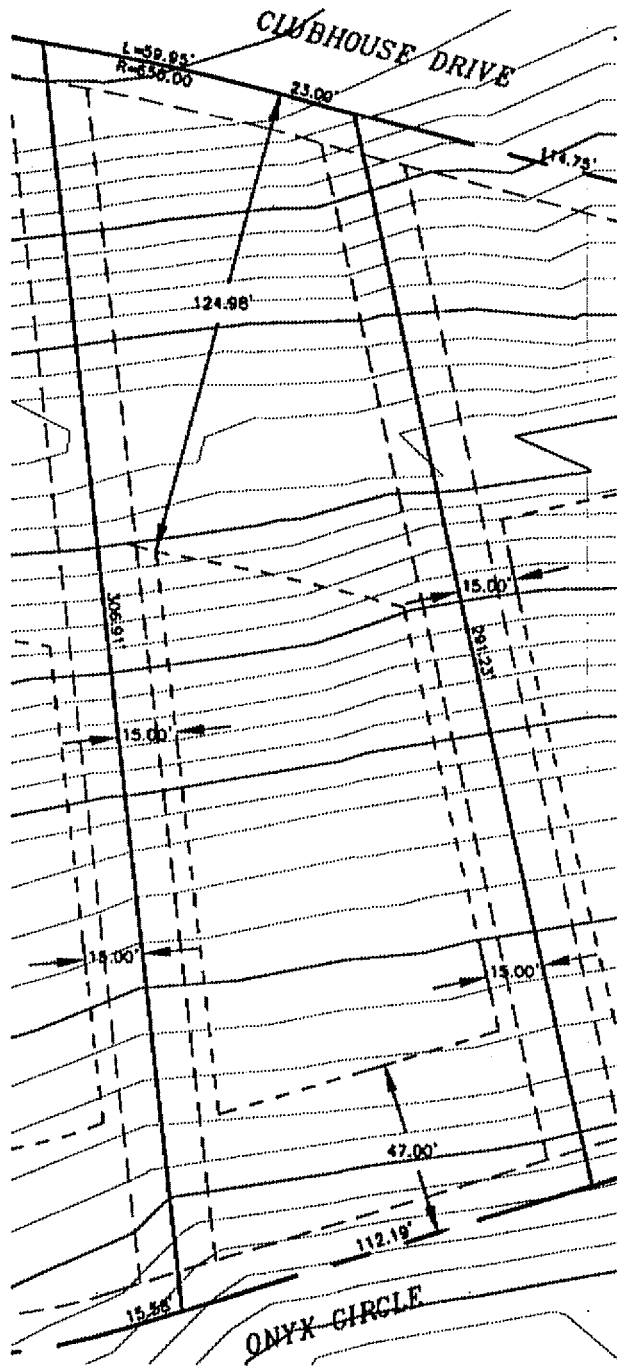
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-104"

1706231



BLACK ROCK REFERENCE: LOT 27  
 BLACK ROCK FIRST ADDITION: LOT 3, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 9,172 sf

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

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



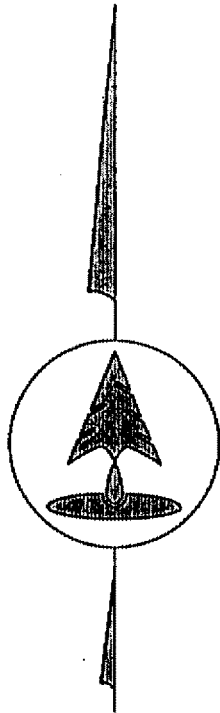
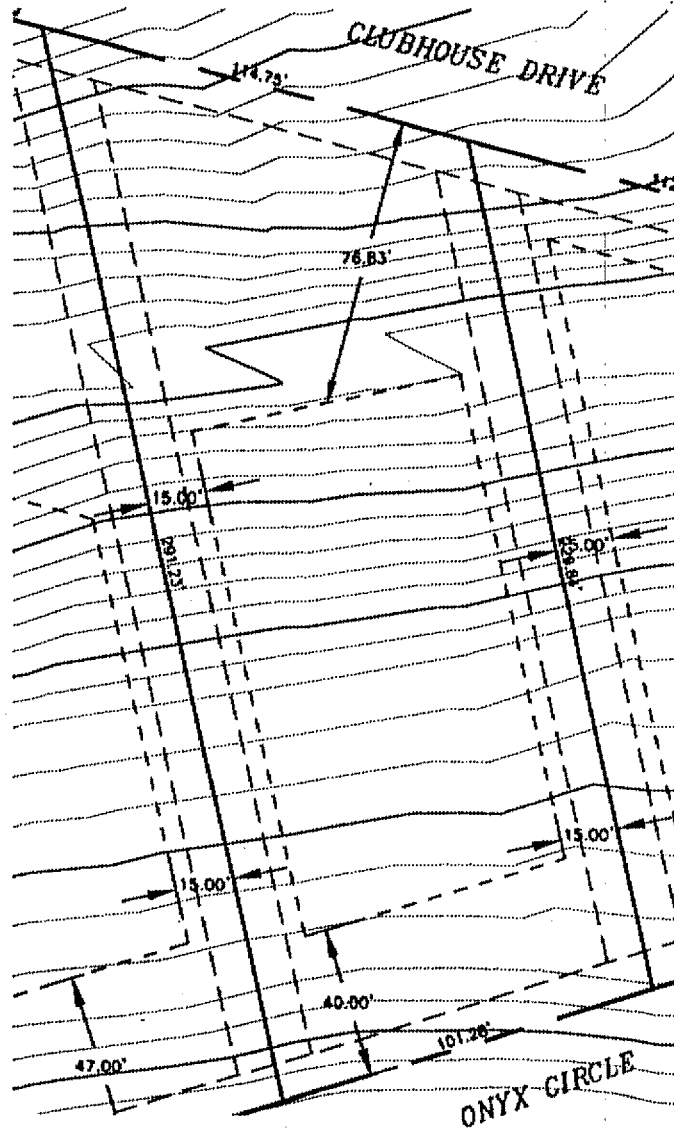
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-105"

1706231



BLACK ROCK REFERENCE: LOT 28  
 BLACK ROCK FIRST ADDITION: LOT 4, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 9,556 sf

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

ACCESS DENIED TO CLUB HOUSE DRIVE.

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



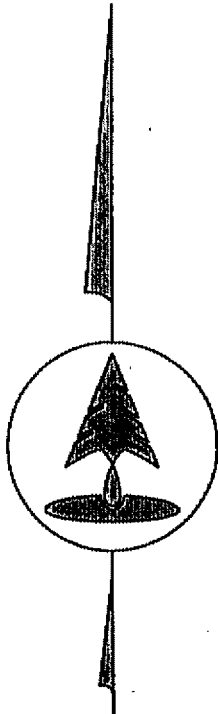
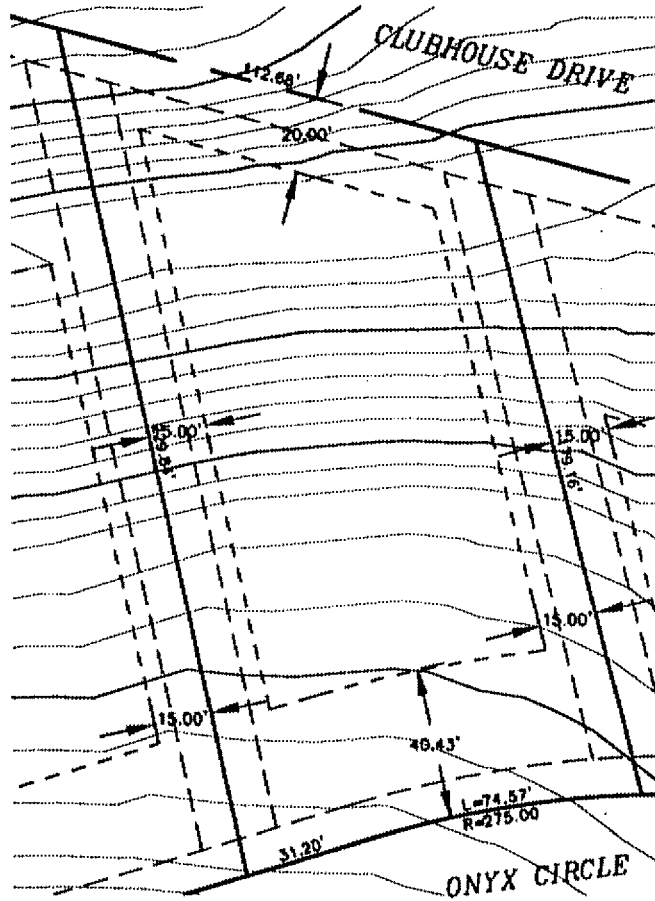
SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-106"

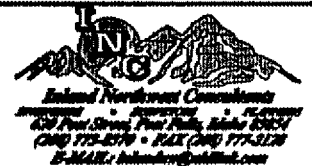
1706231



BLACK ROCK REFERENCE: LOT 29  
 BLACK ROCK FIRST ADDITION: LOT 5, BLOCK 2  
 BLDG. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 9,991 sf

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

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



SCALE: 1"=50'

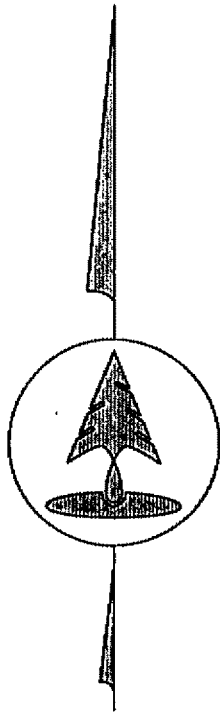
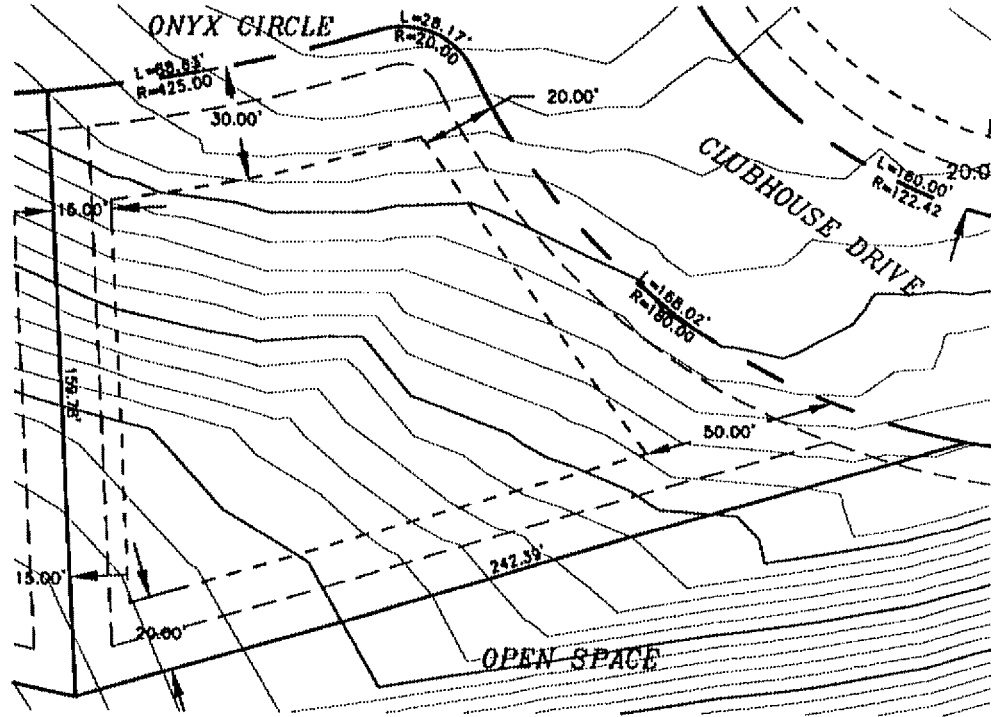
8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-107"



1706231



BLACK ROCK REFERENCE: LOT 79  
 BLACK ROCK FIRST ADDITION: LOT 8, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 11,056 sf

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

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



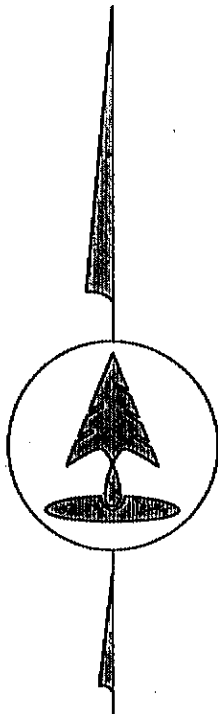
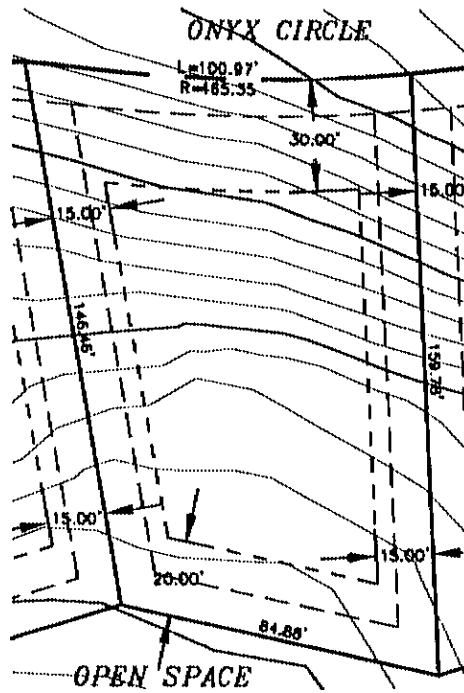
SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-109"

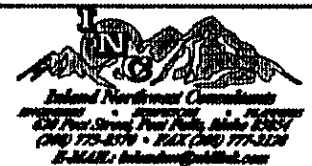
1706231



BLACK ROCK REFERENCE: LOT 80  
 BLACK ROCK FIRST ADDITION: LOT 7, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 5,894 sf

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

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



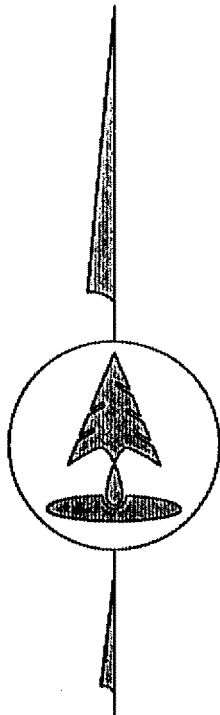
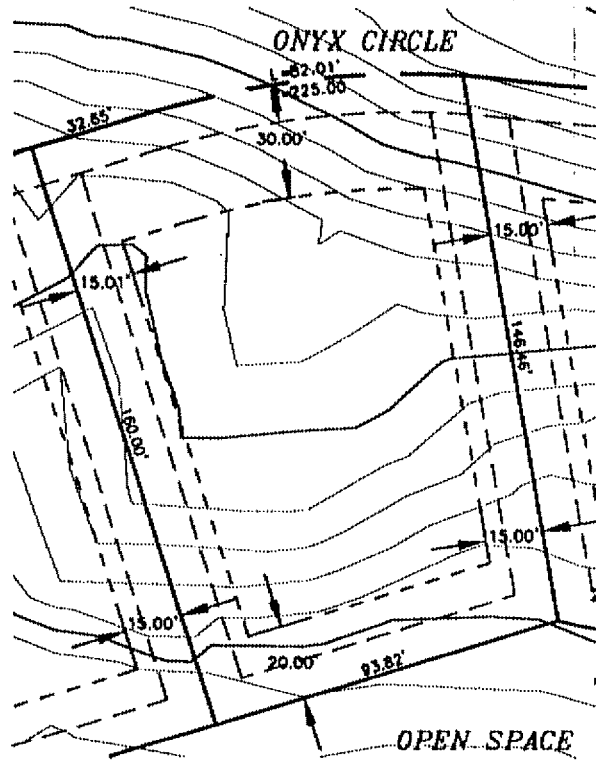
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-110"

1706231



BLACK ROCK REFERENCE: LOT B1  
 BLACK ROCK FIRST ADDITION: LOT 6, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 7,876 sf

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

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



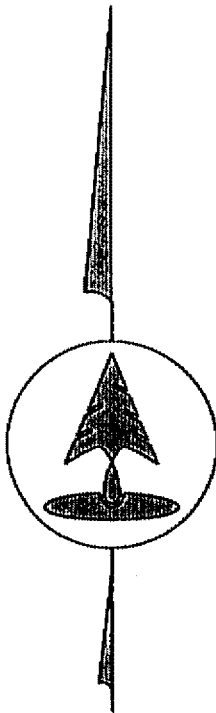
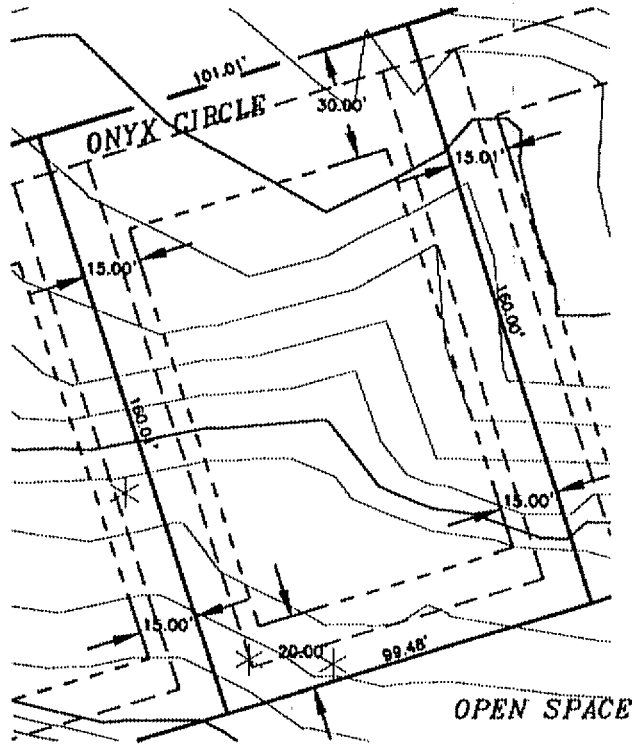
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-111"

1706231



BLACK ROCK REFERENCE: LOT 82  
 BLACK ROCK FIRST ADDITION: LOT 5, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 7,721 sf

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

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



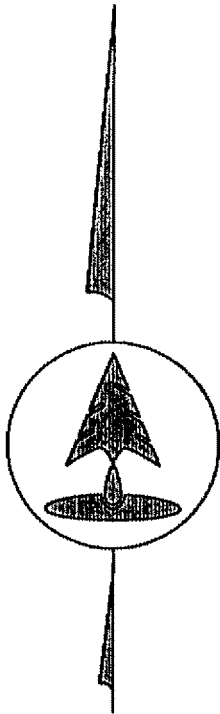
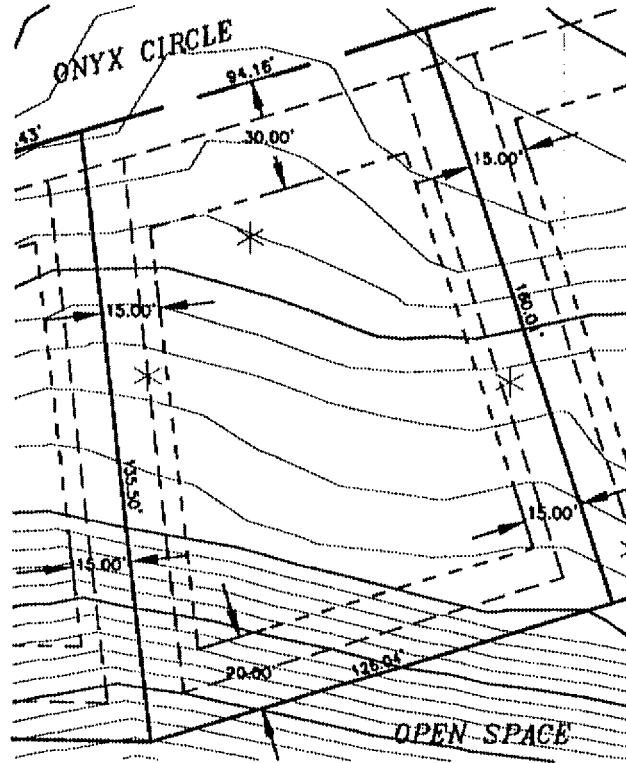
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-112"

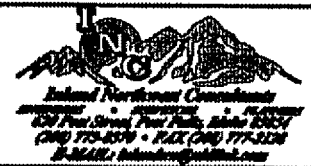
1706231



BLACK ROCK REFERENCE: LOT B3  
 BLACK ROCK FIRST ADDITION: LOT 4, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 22'  
 BUILDING ENVELOPE AREA: 8,891 sf

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

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



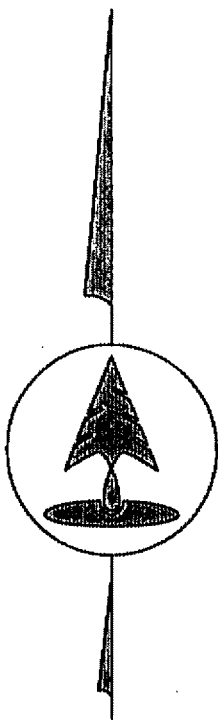
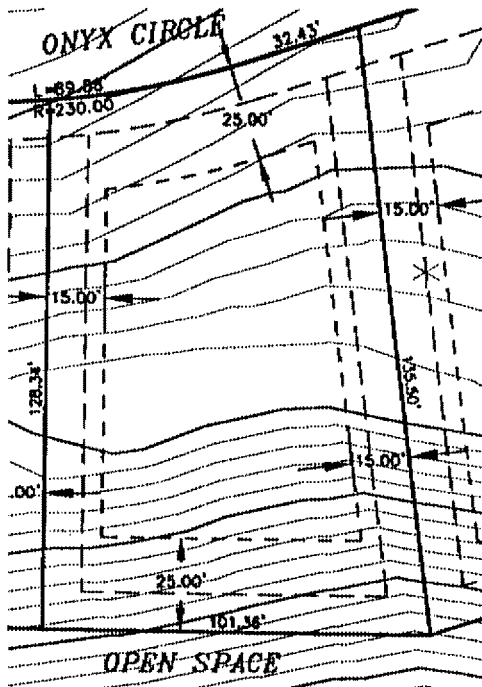
SCALE: 1"=50'

8/16/01

Z:/DATABASE/BLACK RDCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-113"

1706231



BLACK ROCK REFERENCE: LOT B4  
 BLACK ROCK FIRST ADDITION: LOT 3, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 6,086 sf

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

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

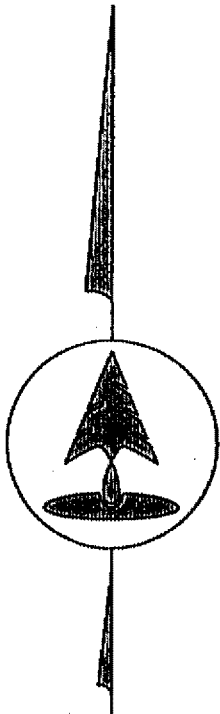
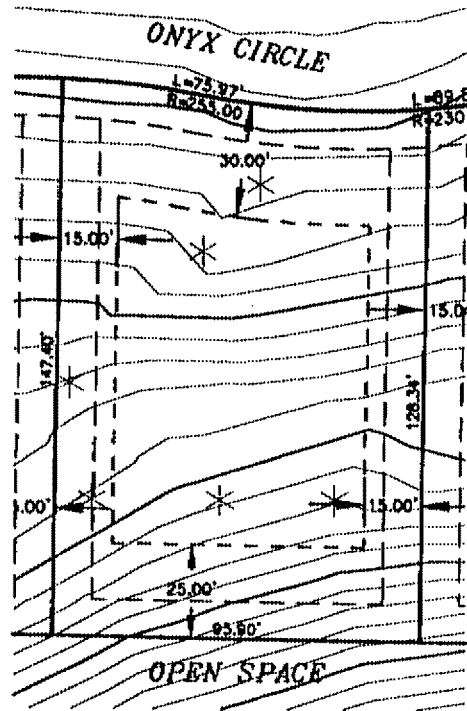


SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

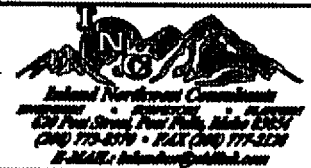
1706231



BLACK ROCK REFERENCE: LOT 85  
 BLACK ROCK FIRST ADDITION: LOT 2, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 5,760 sf

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

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



SCALE: 1"=50'

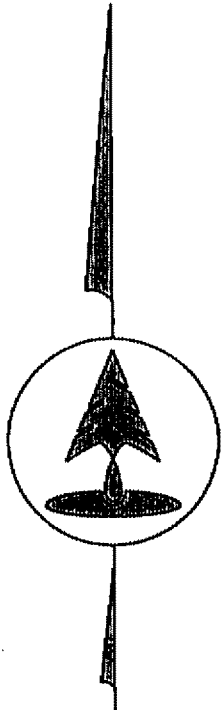
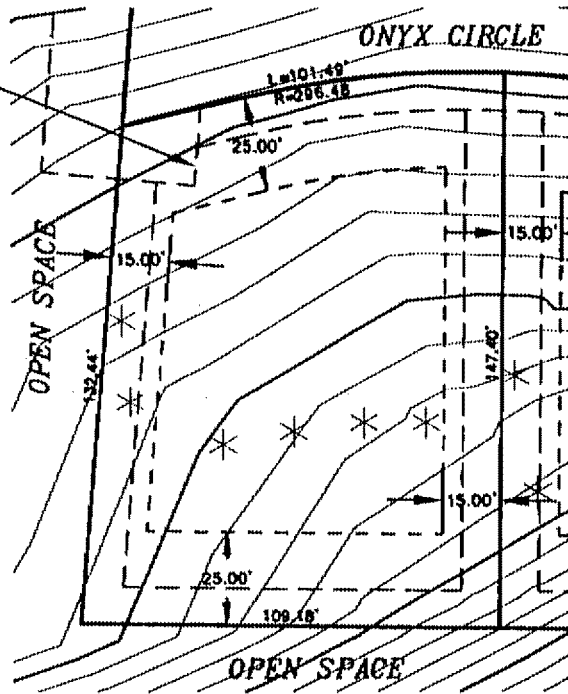
9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD

Exhibit "B-115"

1706231

TURN-A-ROUND  
ACCESS AND UTILITY  
EASEMENT



BLACK ROCK REFERENCE: LOT B6  
 BLACK ROCK FIRST ADDITION: LOT 1, BLOCK 3  
 BLDG. HEIGHT RESTRICTION: 20'  
 BUILDING ENVELOPE AREA: 6,860 sq

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

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

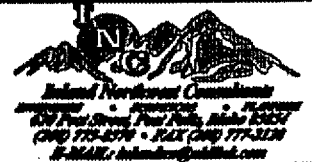
SCALE: 1"=50'

9/4/01

Z:/DATABASE/BLACK ROCK/010096/DWG/8.5x11 1ST ADD



Coeur d'Alene  
**BLACK ROCK**



1722879



STATE OF IDAHO }  
COUNTY OF KOOTENAI } ss  
AT THE REQUEST OF \_\_\_\_\_  
Black Rock  
Development  
MAR 12 3 15 PM '02

DANIEL J. ENGLISH

DEPUTY #17400

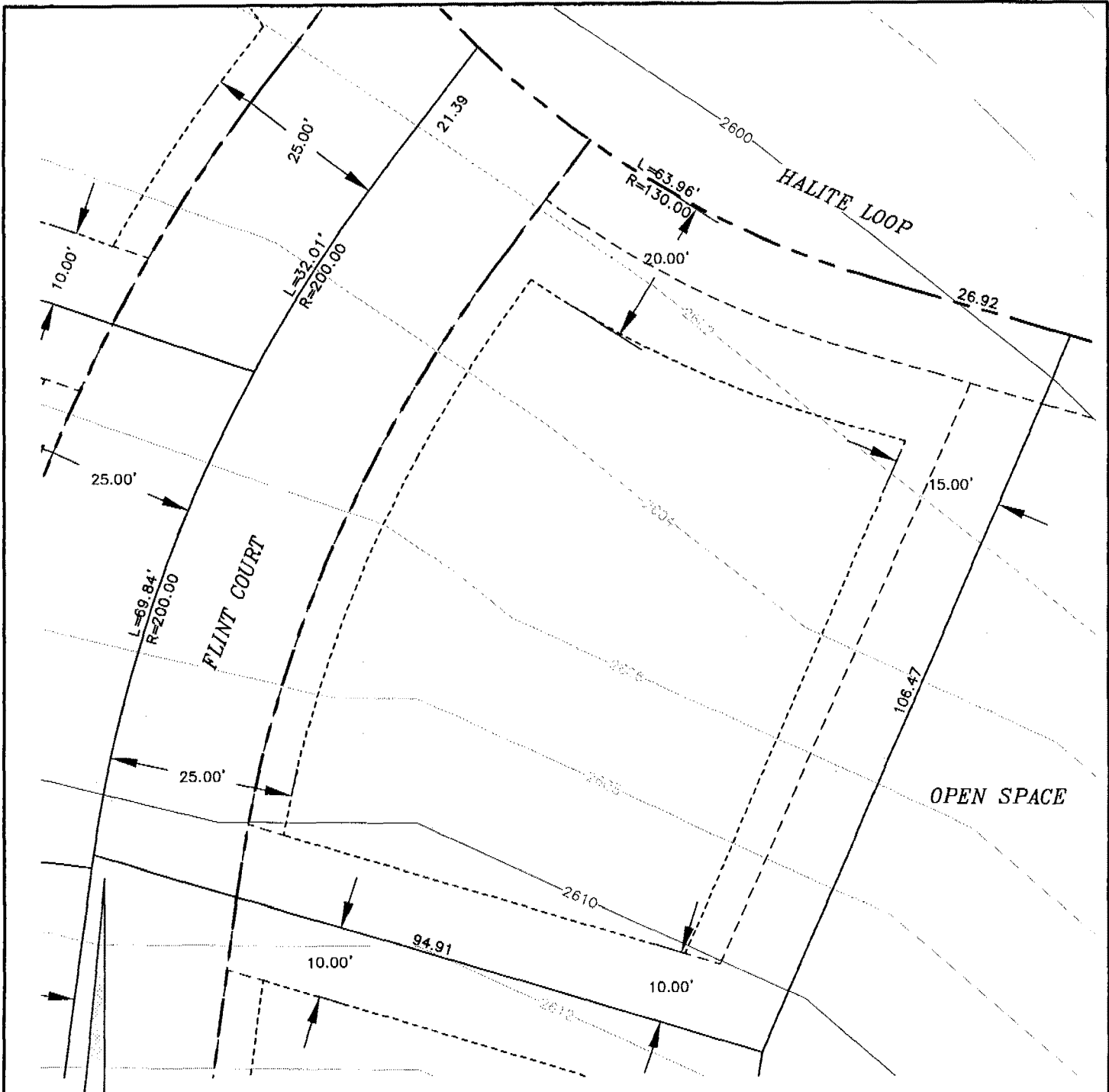
FEES

(5895)

Coeur d'Alene  
**BLACK ROCK**

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



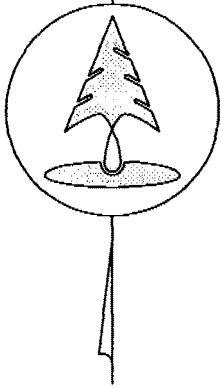


FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 98  
 BLACK ROCK 2ND ADDITION: LOT 1, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 4635 sf

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

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



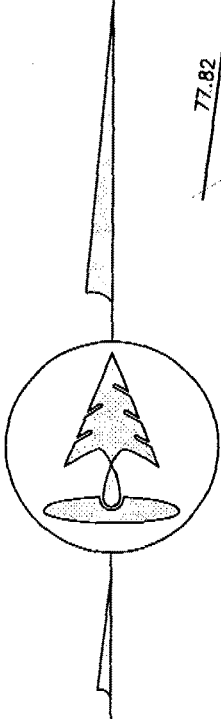
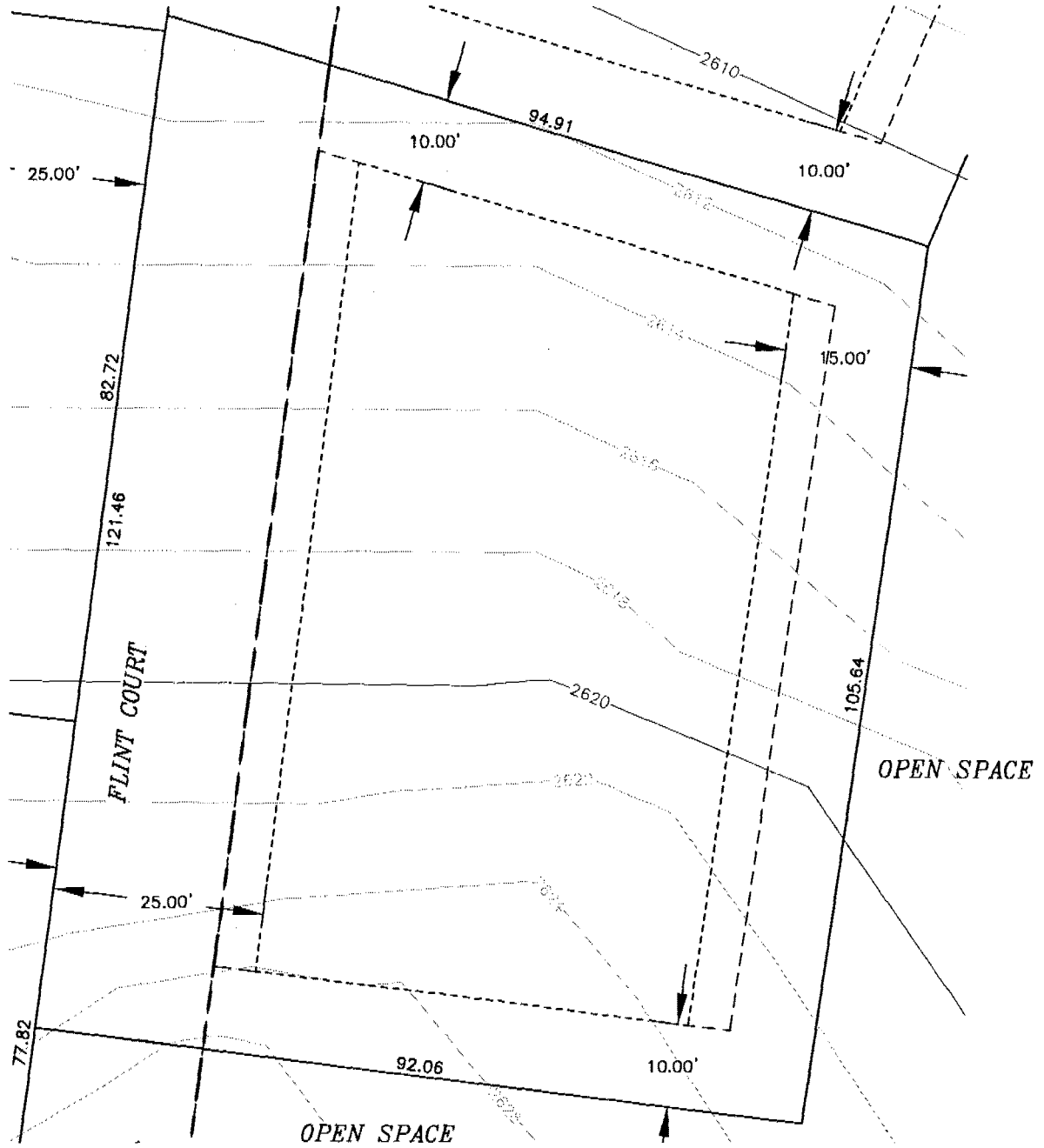
SCALE: 1"=20'

01/17/02

Coeur d'Alene  
**BLACK ROCK**

**ING**  
 Inland Northwest Consultants  
 ENGINEERING • SURVEYING • PLANNING  
 620 First Street, Pocatello, Idaho 83204  
 (208) 775-8370 • FAX (208) 777-3128  
 E-MAIL: [inlandnw@ingblack.com](mailto:inlandnw@ingblack.com)

Z:/DATABASE/BLACK ROCK/010117/DWG/2NO ADO BL 6-7 lot 8.5x11



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

BLACK ROCK REFERENCE: LOT 99  
 BLACK ROCK 2ND ADDITION: LOT 2, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 4896 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

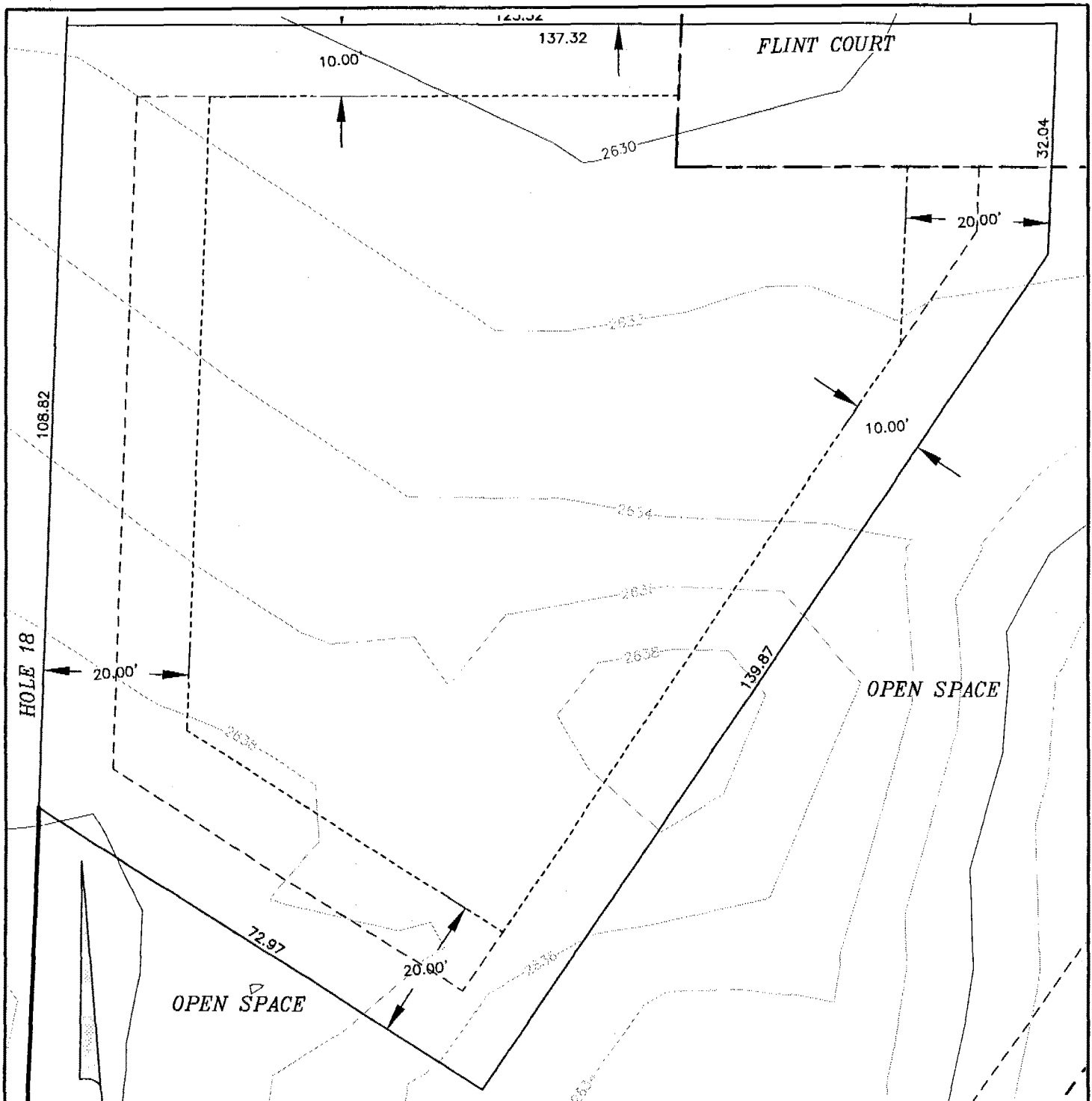
**Inland Northwest Consultants**  
 ARCHITECTS • ENGINEERS • PLANNERS  
 630 First Street, Post Falls, Idaho 83854  
 (208) 773-5370 • FAX (208) 777-3226  
 B-MAZZ@inlandnw.com

SCALE: 1"=20'

01/17/02

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

1722879

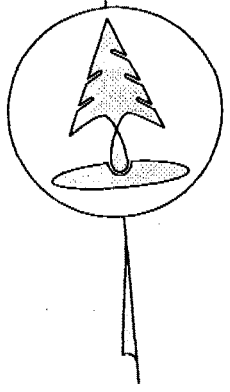


FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 100  
 BLACK ROCK 2ND ADDITION: LOT 3, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 8192 sf

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

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



SCALE: 1"=20'

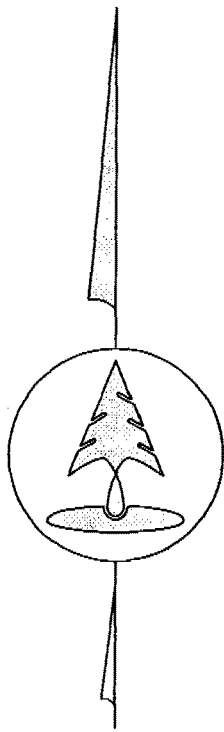
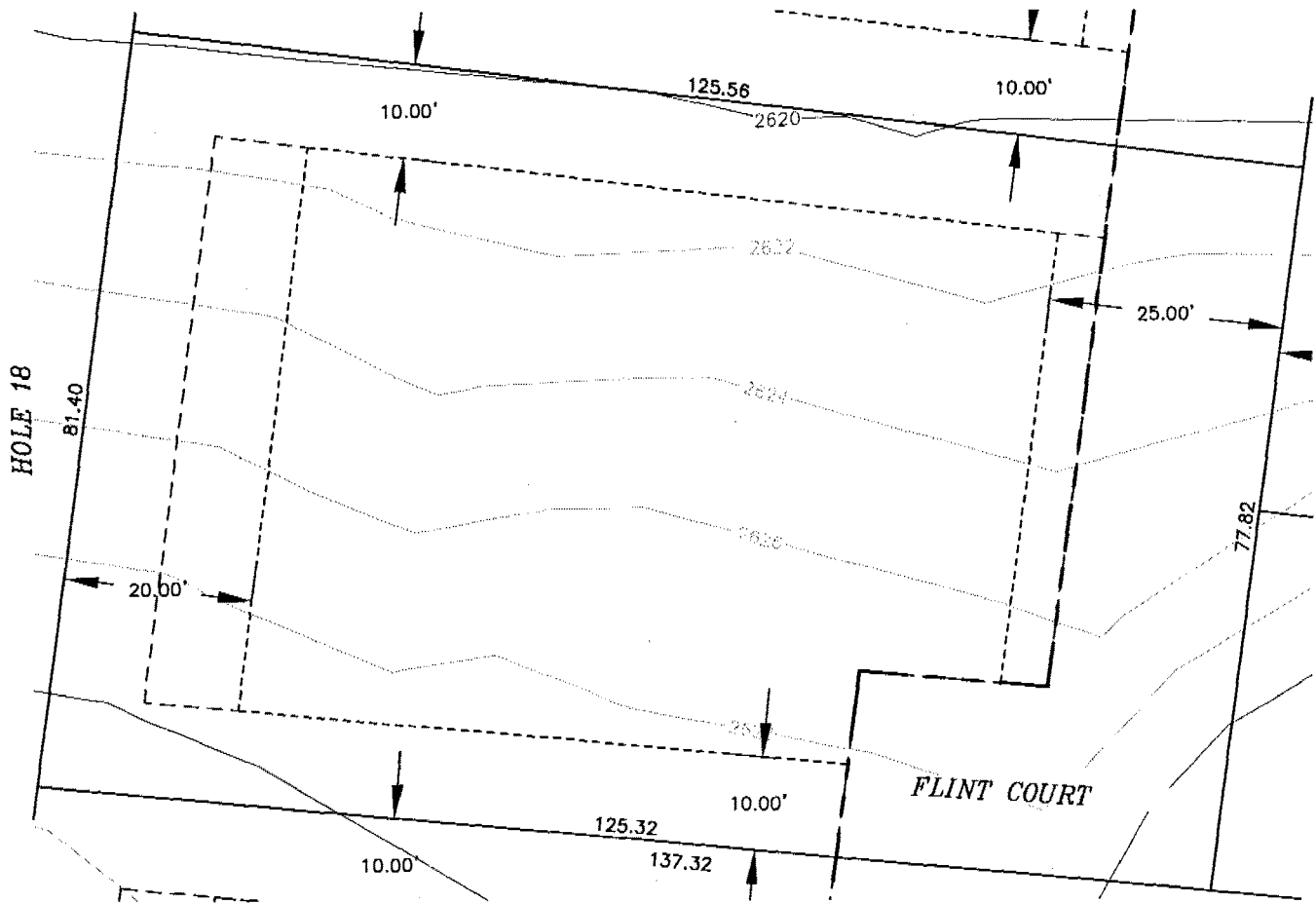
01/17/02

Coeur d'Alene  
**BLACK ROCK**

Z:/DATABASE/BLACK ROCK/010117/DWG/2NO ADD BL 6-7 lot 8.5x11

**Inland Northwest Consultants, Inc.**  
 Surveying • Planning • Engineering  
 620 First Street, Post Falls, Idaho 83854  
 (208) 773-8370 • FAX (208) 777-2128  
 E-MAIL: info@inwcon.com

EXHIBIT "B-119"



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

BLACK ROCK REFERENCE:	LOT 101	-----	BUILDING ENVELOPE
BLACK ROCK 2ND ADDITION:	LOT 4, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION:	2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA:	4646 sf		

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

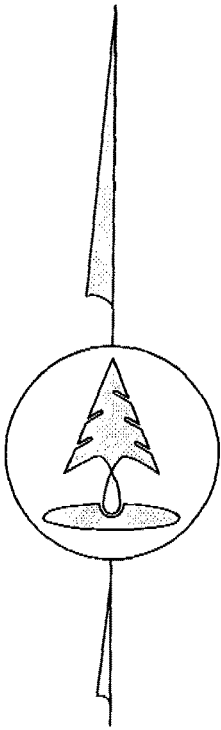
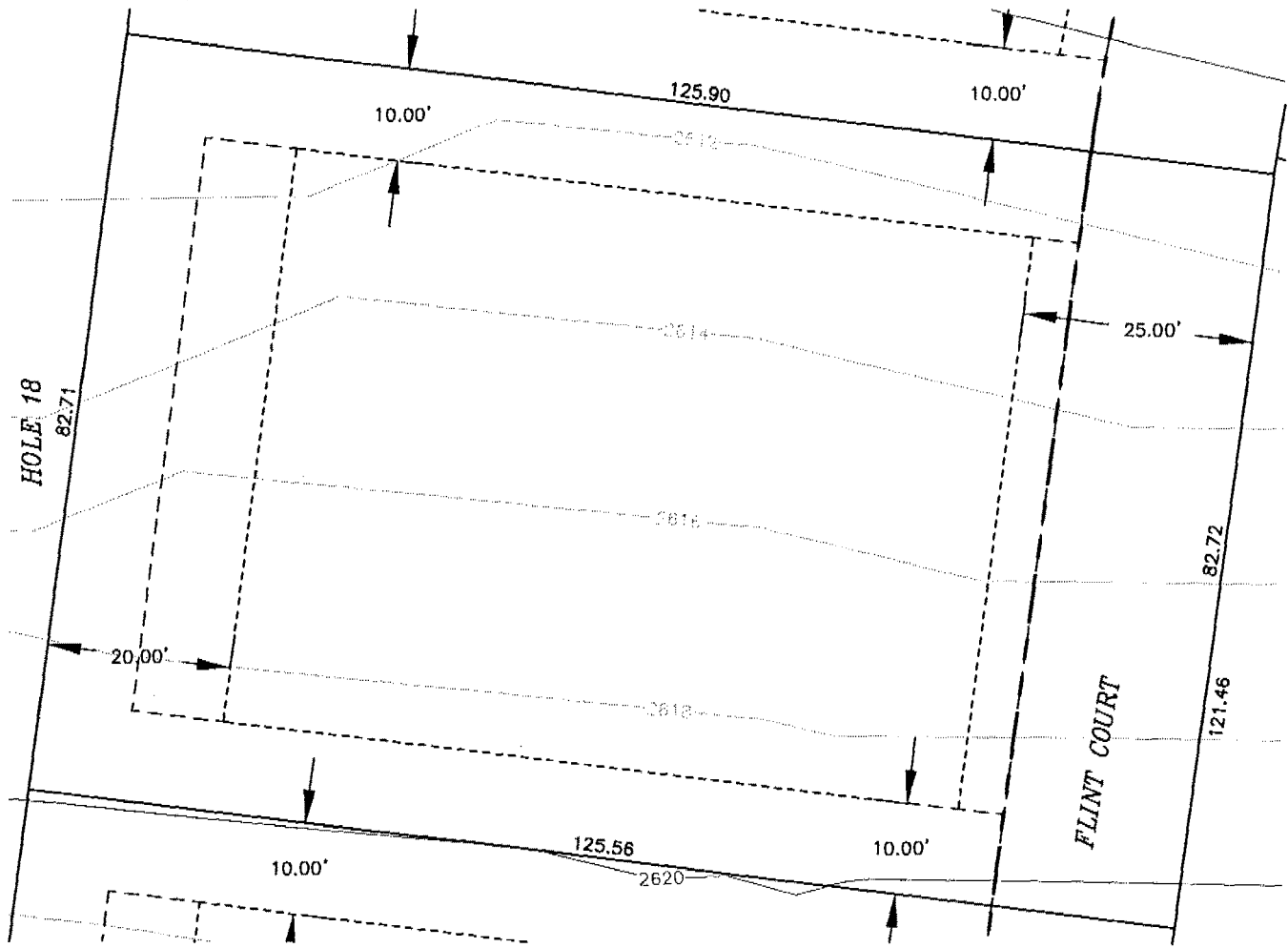
Coeur d'Alene  
**BLACK ROCK**

**The Northwest Consultants**  
*INCORPORATED*  
 600 First Street, P.O. Box 23824  
 (208) 775-8370 • FAX (208) 777-3128  
 E-MAIL: info@tncnw.com

SCALE: 1"=20'

01/17/02

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



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

BLACK ROCK REFERENCE: LOT 102	-----	BUILDING ENVELOPE
BLACK ROCK 2ND ADDITION: LOT 5, BLOCK 6	-----	EASEMENT LINE
BULD. HEIGHT RESTRICTION: 2 STORY	-----	RIGHT-OF-WAY
BUILDING ENVELOPE AREA: 5061sf		

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

Coeur d'Alene  
**BLACK ROCK**

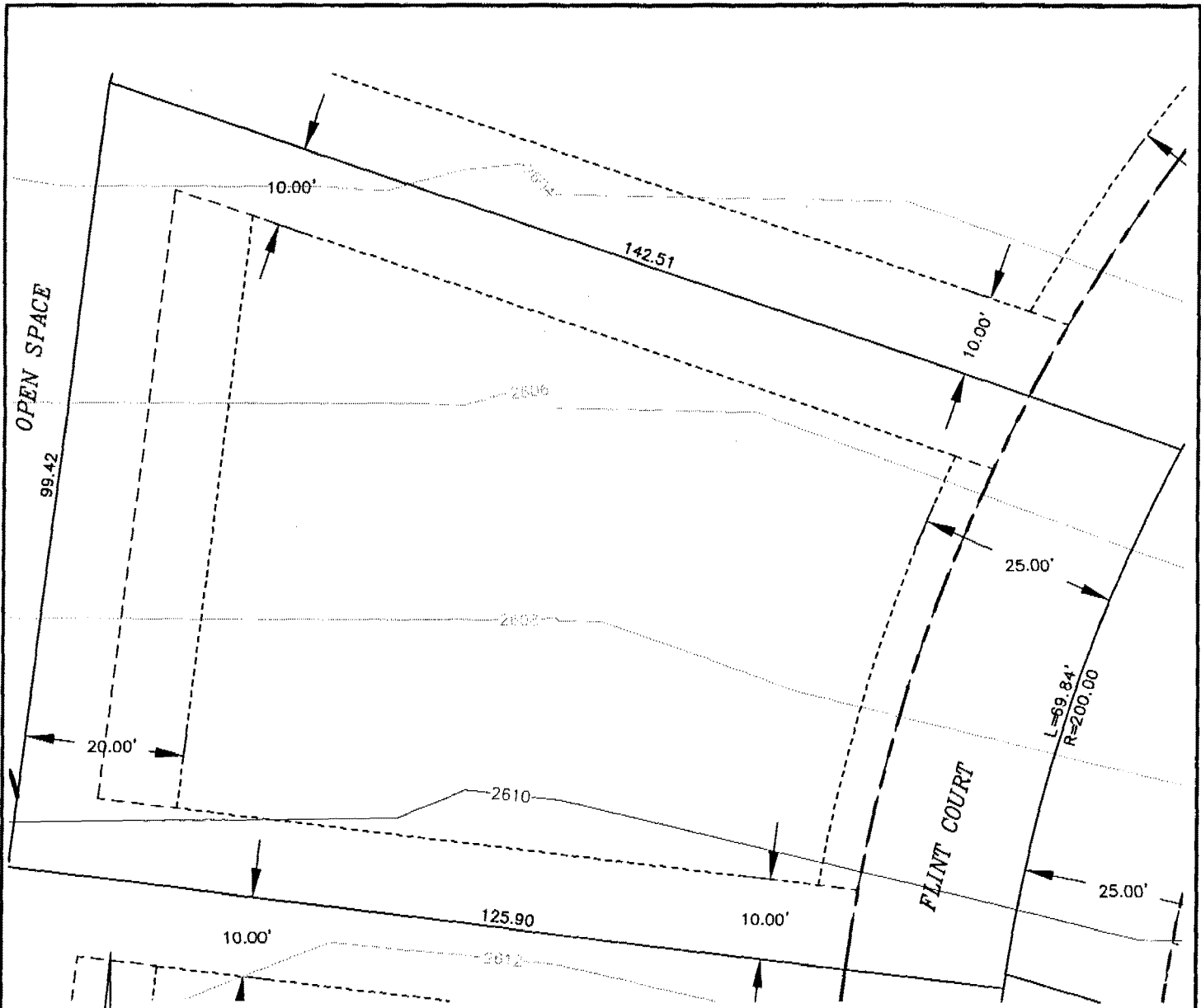
**IN**

*Inland Northwest Consultants*  
 REALTY  
 620 First Street, Floor 6, Idaho Falls, Idaho 83404  
 (208) 773-8370 • FAX (208) 773-3128  
 E-MAIL: [info@inwcc.com](mailto:info@inwcc.com)

SCALE: 1"=20'

01/17/02

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

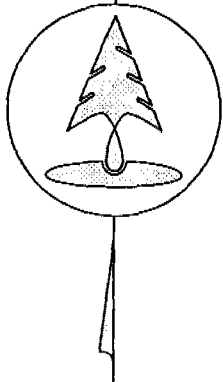


FLINT COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-7, BLOCK 6, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 103  
 BLACK ROCK 2ND ADDITION: LOT 6, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5622 sf

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

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



Coeur d'Alene  
**BLACK ROCK**

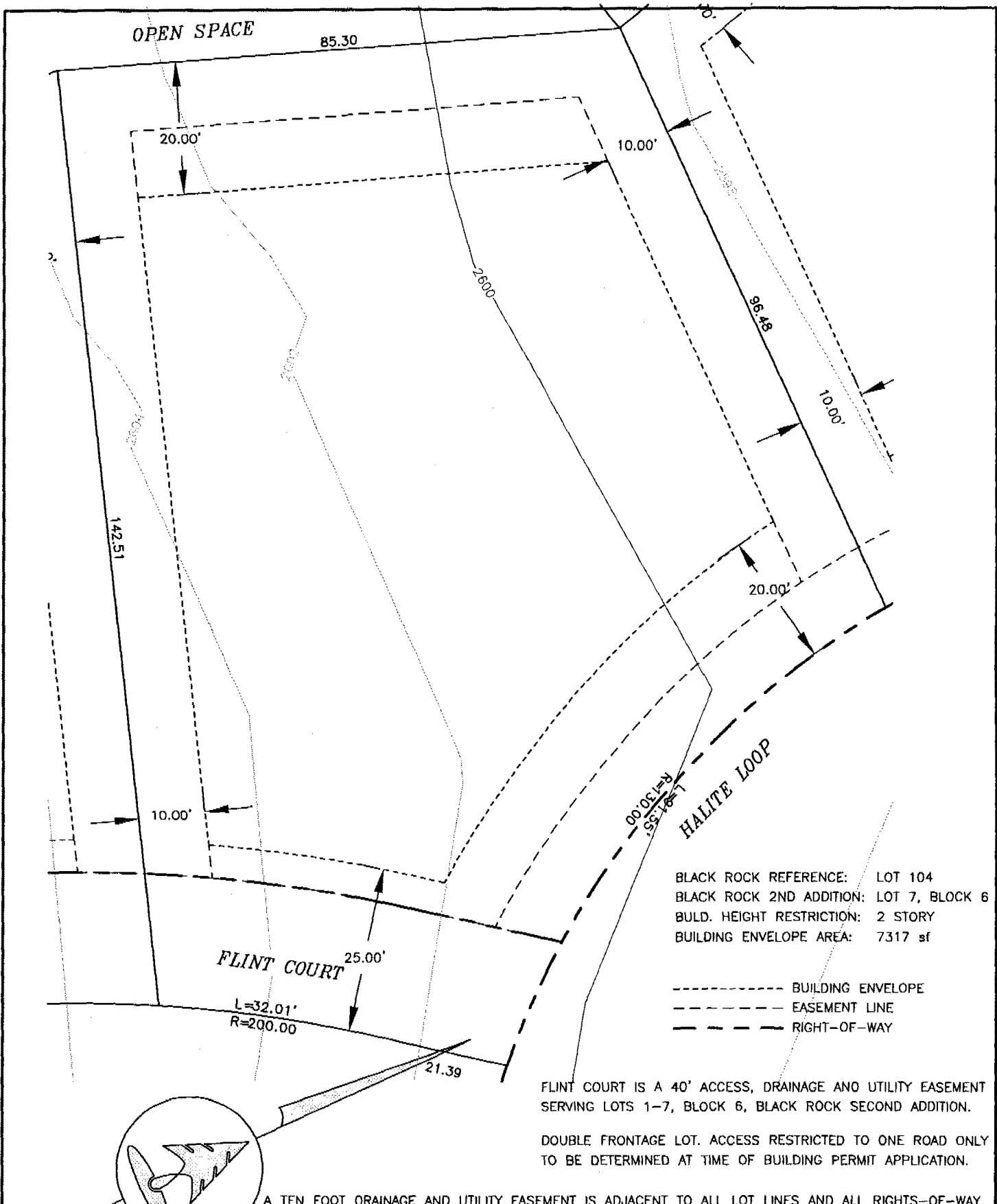
Inland Northwest Consultants  
 INCORPORATED  
 420 First Street, First Floor, Idaho Falls, Idaho 83404  
 (208) 773-8778 • FAX (208) 777-2128  
 E-MAIL: info@inwconsult.com

SCALE: 1"=20'

01/17/02

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

1722879



BLACK ROCK REFERENCE: LOT 104  
 BLACK ROCK 2ND ADDITION: LOT 7, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 7317 sf

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

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

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

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

Coeur d'Alene  
**BLACK ROCK**

**Inland Northwest Consultants**  
 ARCHITECTURE • ENGINEERING • PLANNING  
 620 First Street, Pocatello, Idaho 83254  
 (208) 775-8270 • FAX (208) 777-2226  
 E-MAIL: InlandNW@idnetlink.com

SCALE: 1"=20'

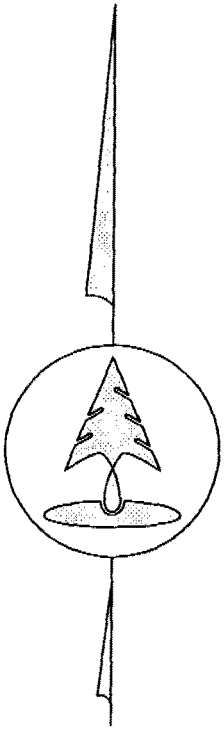
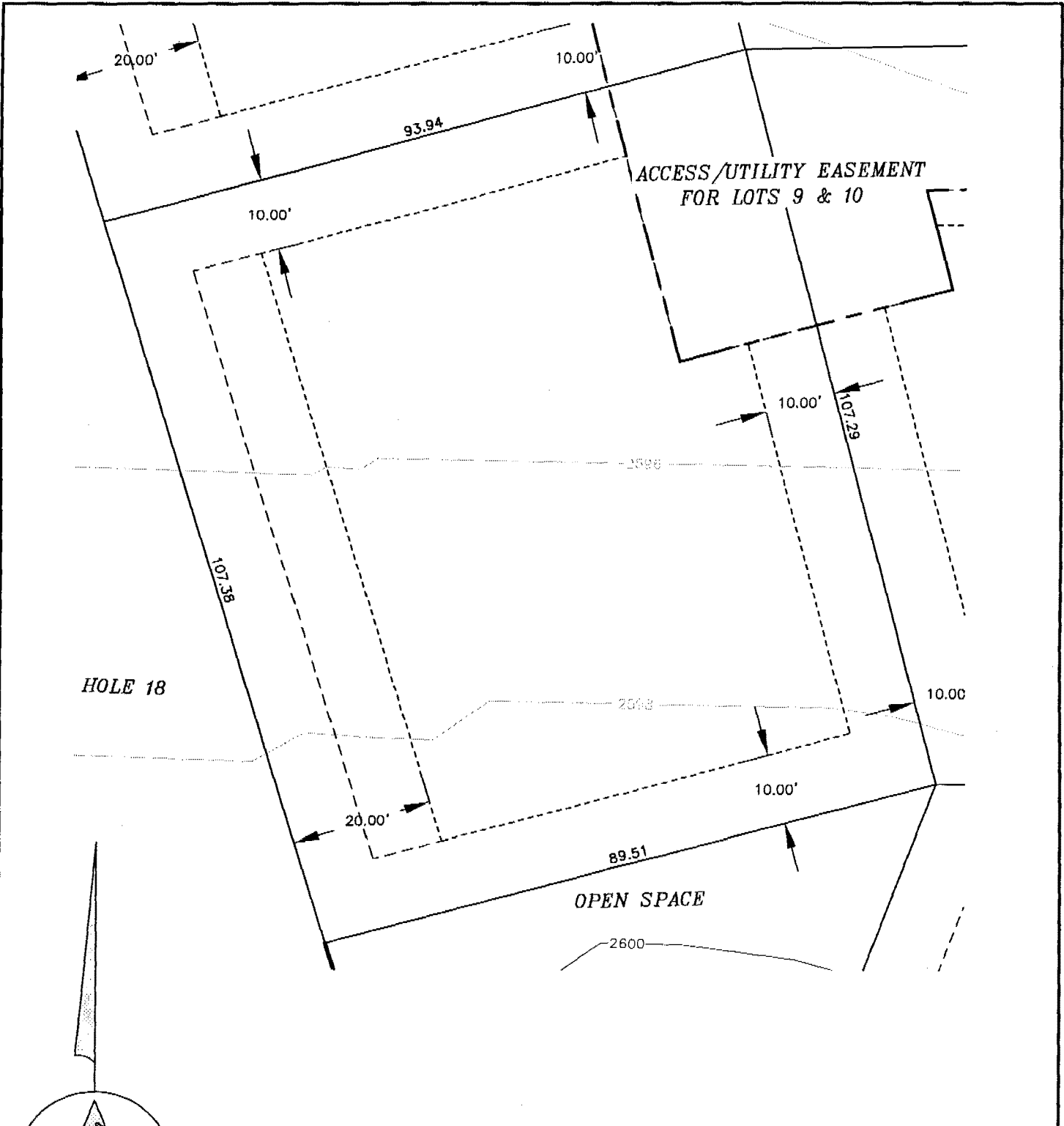
01/17/02

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

EXHIBIT "B-123"



1722879



BLACK ROCK REFERENCE: LOT 106  
 BLACK ROCK 2ND ADDITION: LOT 9, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5087 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

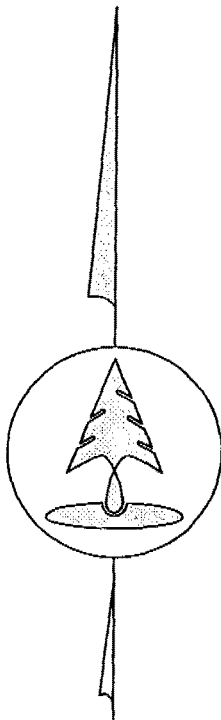
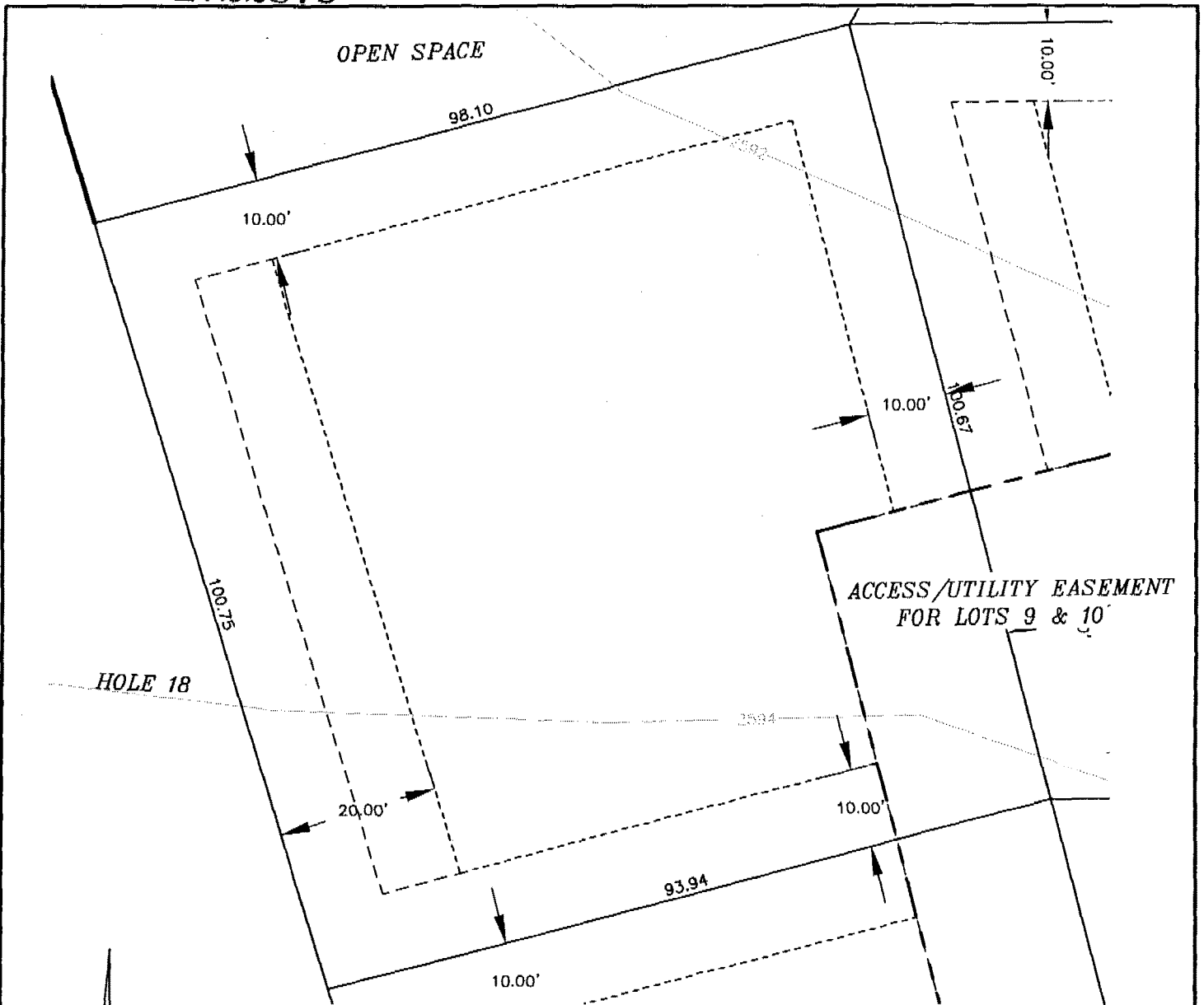
**Inland Northwest Consultants, Inc.**  
 620 First Street, Post Falls, Idaho 83854  
 (208) 775-8379 • FAX (208) 775-2128  
 E-MAIL: inlandnw@idblack.com

SCALE: 1"=20'

01/17/02

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

1722879



BLACK ROCK REFERENCE: LOT 107  
 BLACK ROCK 2ND ADDITION: LOT 10, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5024 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

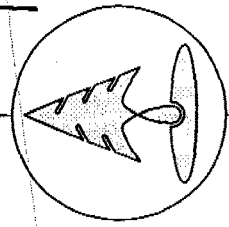
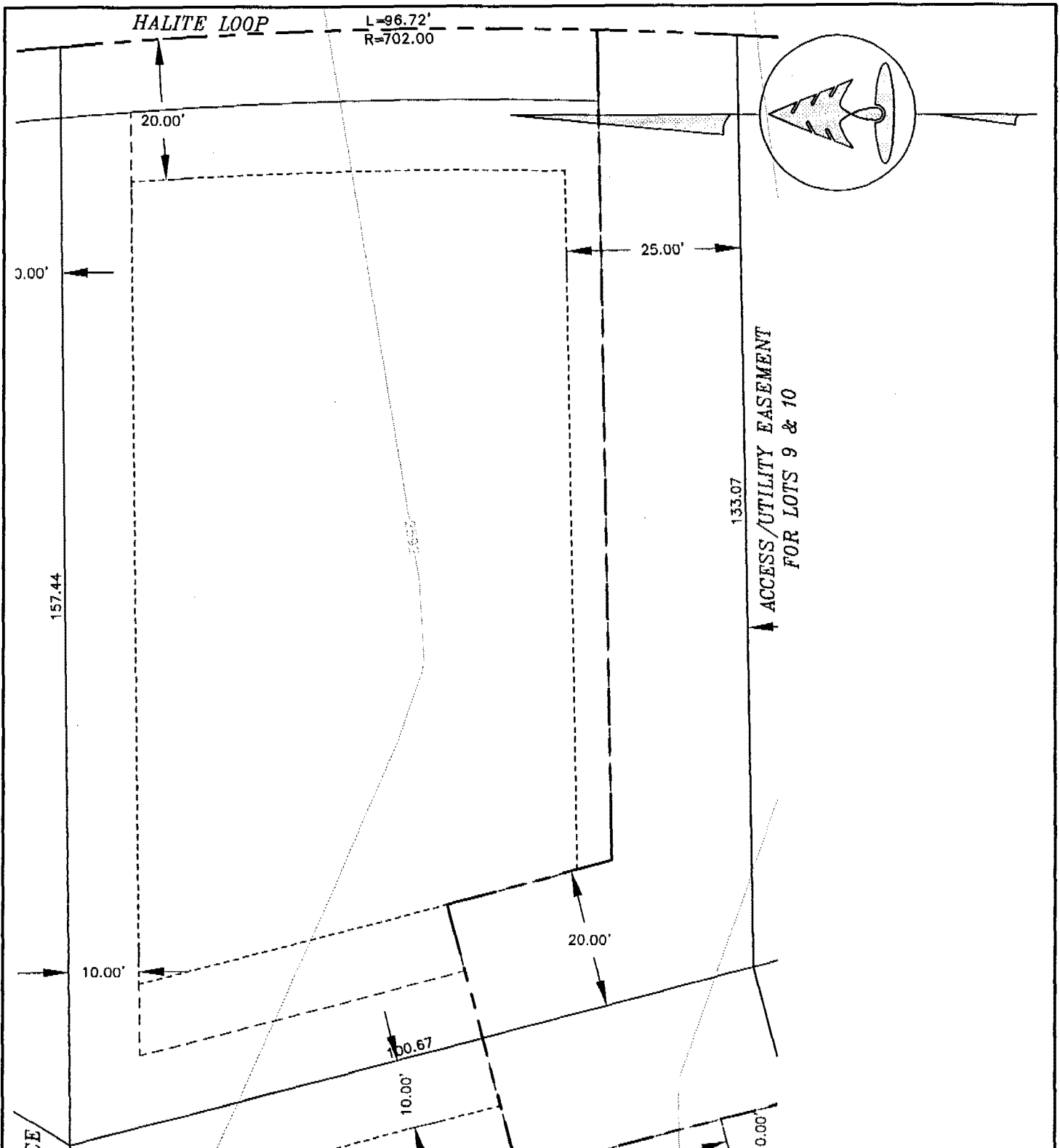
**INCO**  
 Inland Northwest Consultants  
 620 First Street, Post Falls, Idaho 83854  
 (208) 773-8378 • FAX (208) 773-8328  
 E-MAIL: info@inco.com

SCALE: 1"=20'

01/17/02

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

1722879



133.07  
 ACCESS/UTILITY EASEMENT  
 FOR LOTS 9 & 10

BLACK ROCK REFERENCE: LOT 108  
 BLACK ROCK 2ND ADDITION: LOT 11, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 6709 sf

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

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

Coeur d'Alene  
**BLACK ROCK**

**INCO**

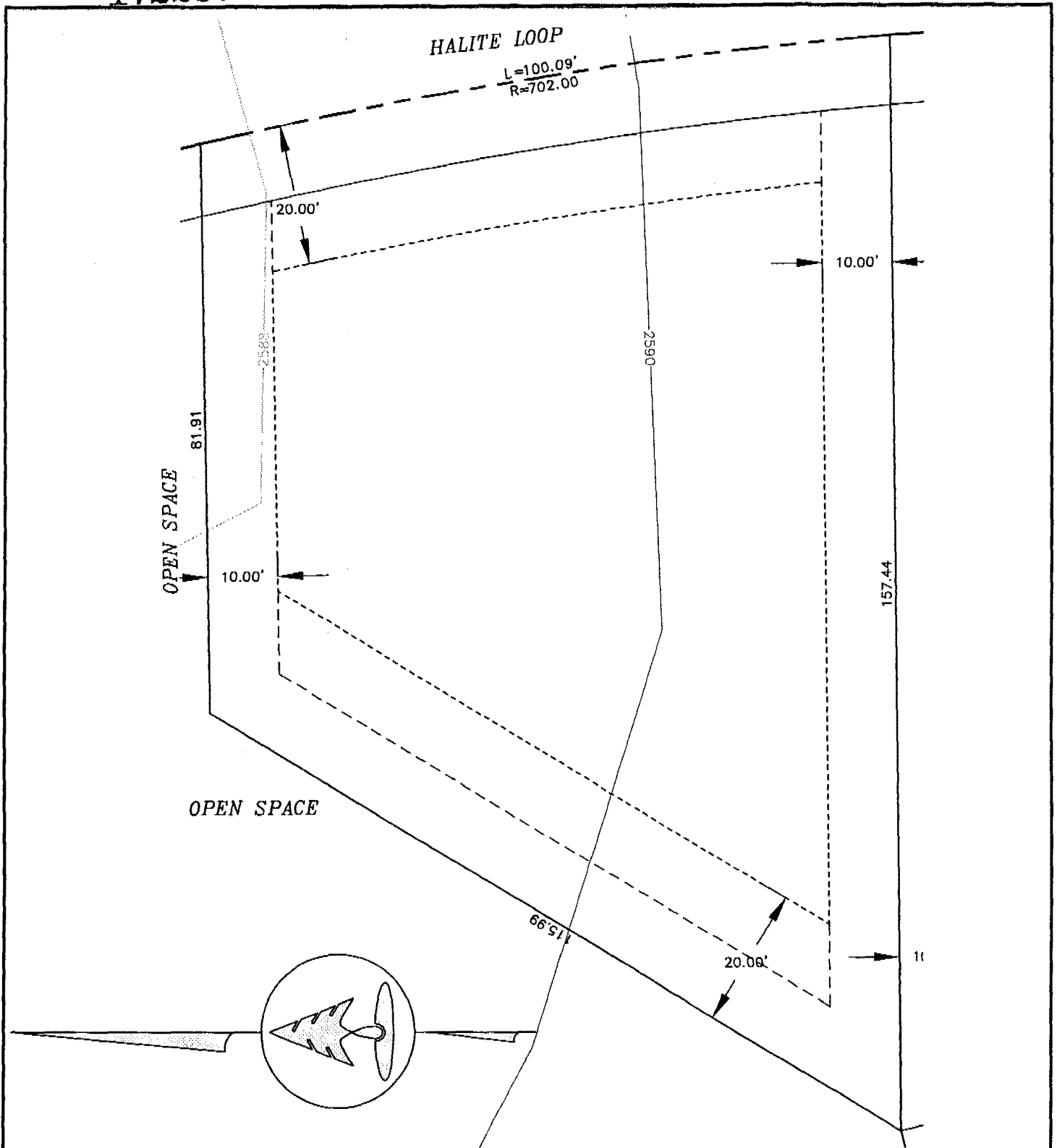
*Inland Northwest Consultants*  
 ARCHITECT • ENGINEER • PLANNER  
 620 First Street, Post Falls, Idaho 83854  
 (208) 773-8370 • FAX (208) 773-3128  
 E-MAIL: [inlandinc@idnet.net](mailto:inlandinc@idnet.net)

SCALE: 1"=20'

01/17/02

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

EXHIBIT "B-127"



BLACK ROCK REFERENCE: LOT 109  
 BLACK ROCK 2ND ADDITION: LOT 12, BLOCK 6  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 6080 sf

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

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

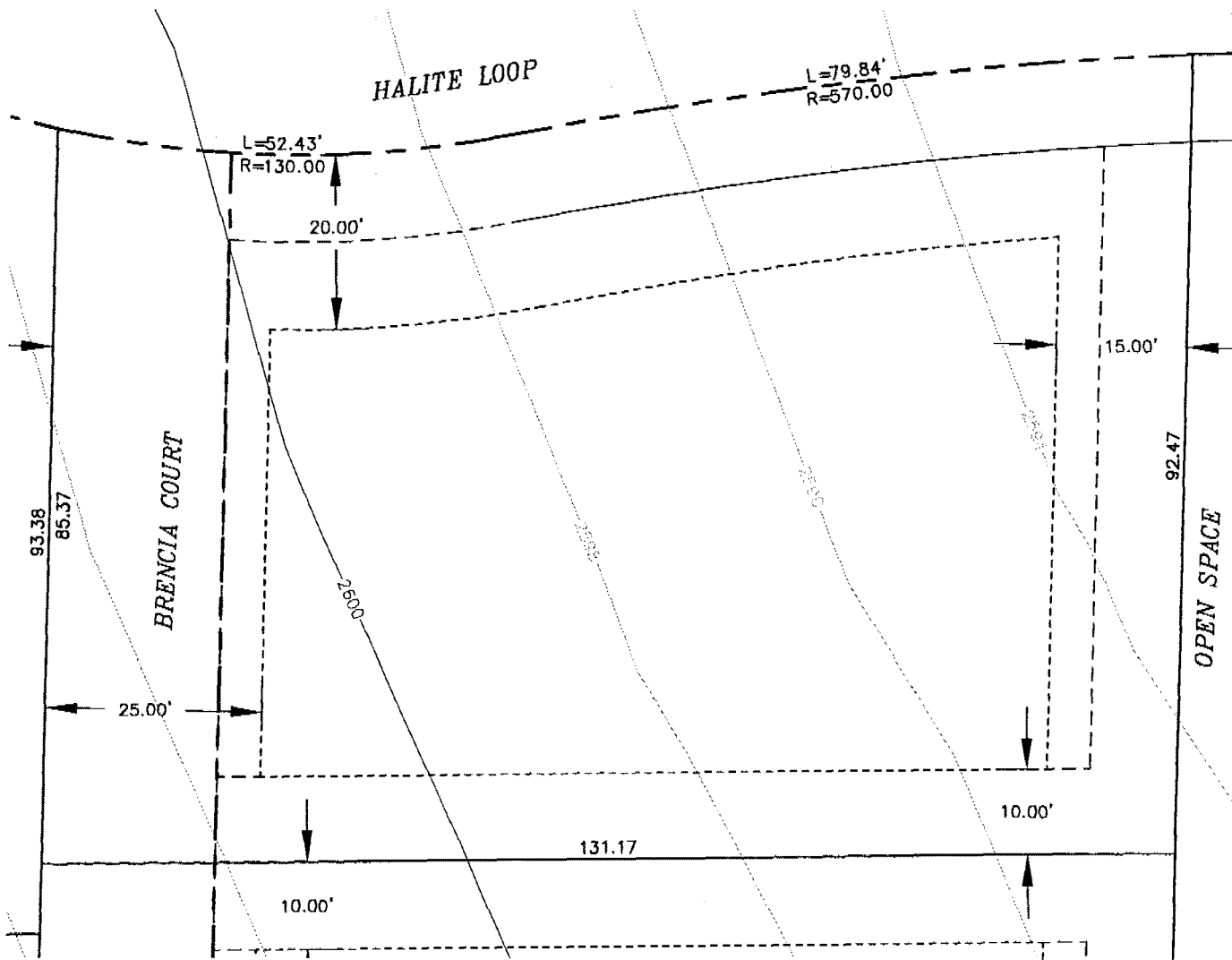
Coeur d'Alene  
**BLACK ROCK**

**Island Northwest Consultants**  
 ARCHITECT • ENGINEER • PLANNER  
 620 First Street, Post Falls, Idaho 83854  
 (208) 773-8379 • FAX (208) 773-3238  
 E-MAIL: info@islandnw.com

SCALE: 1"=20'

01/17/02

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



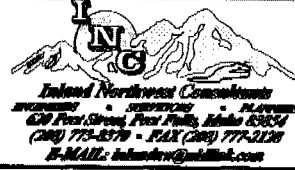
BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 110  
 BLACK ROCK 2ND ADDITION: LOT 1, BLOCK 7  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5151 sf

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

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

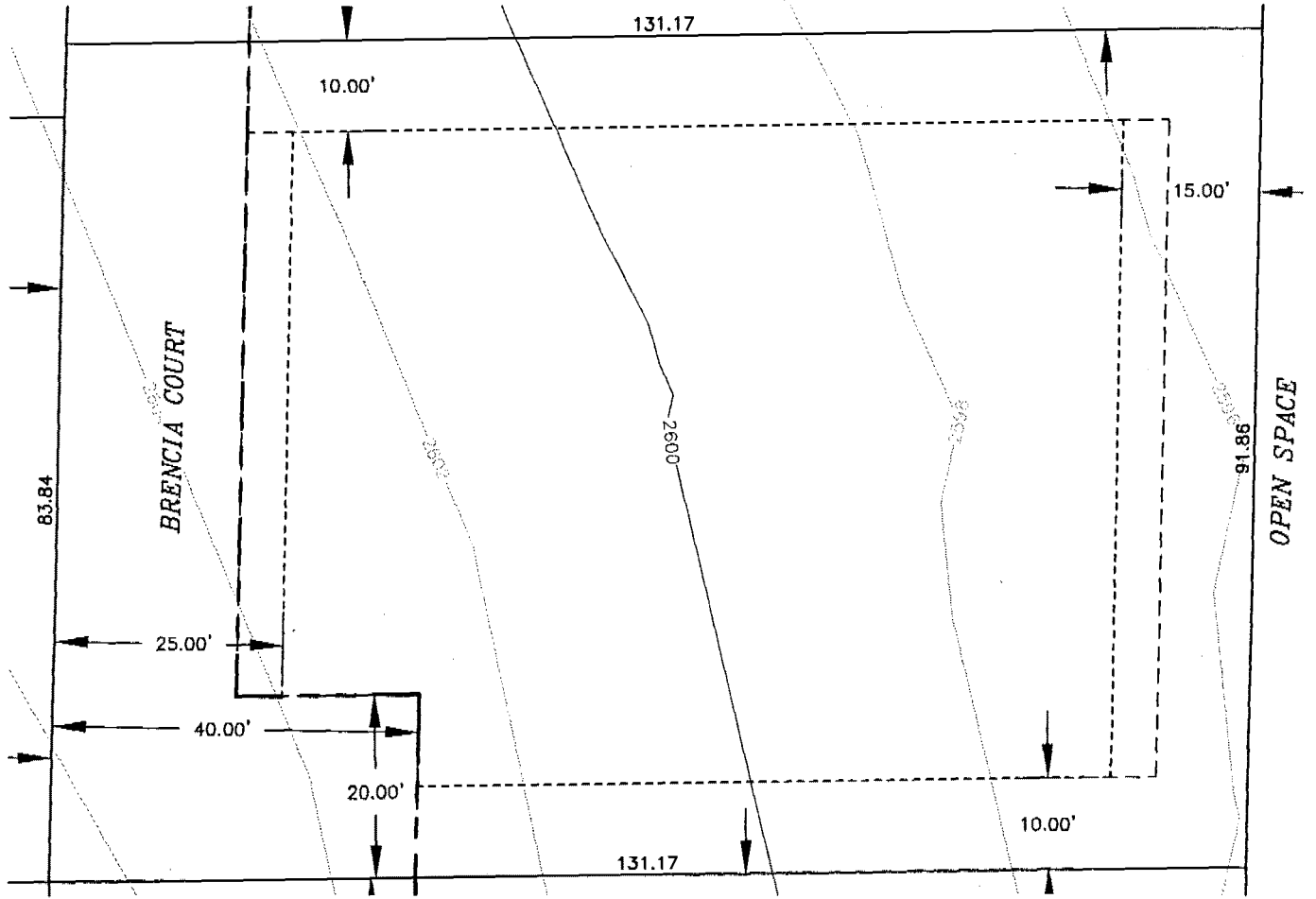
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

01/17/02

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

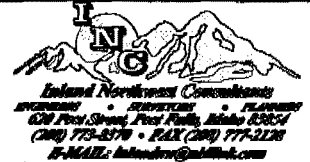


BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 111  
 BLACK ROCK 2ND ADDITION: LOT 2, BLOCK 7  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 6396 sf

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

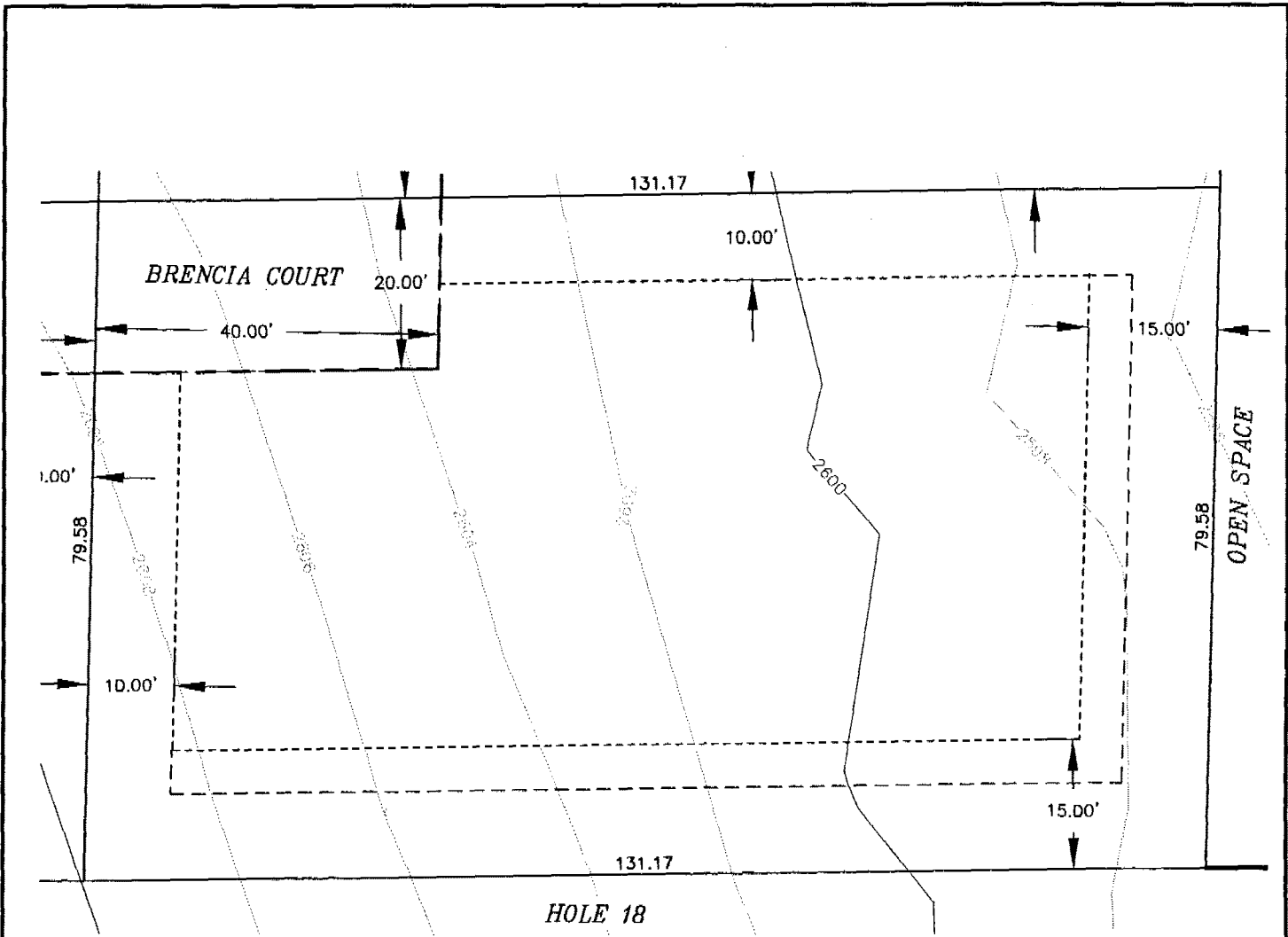
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



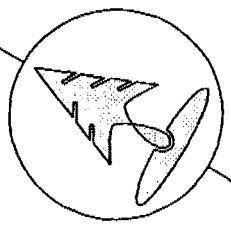
SCALE: 1"=20'

01/17/02

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



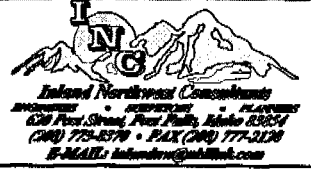
BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.



BLACK ROCK REFERENCE: LOT 112  
 BLACK ROCK 2ND ADDITION: LOT 3, BLOCK 7  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5490 sf

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

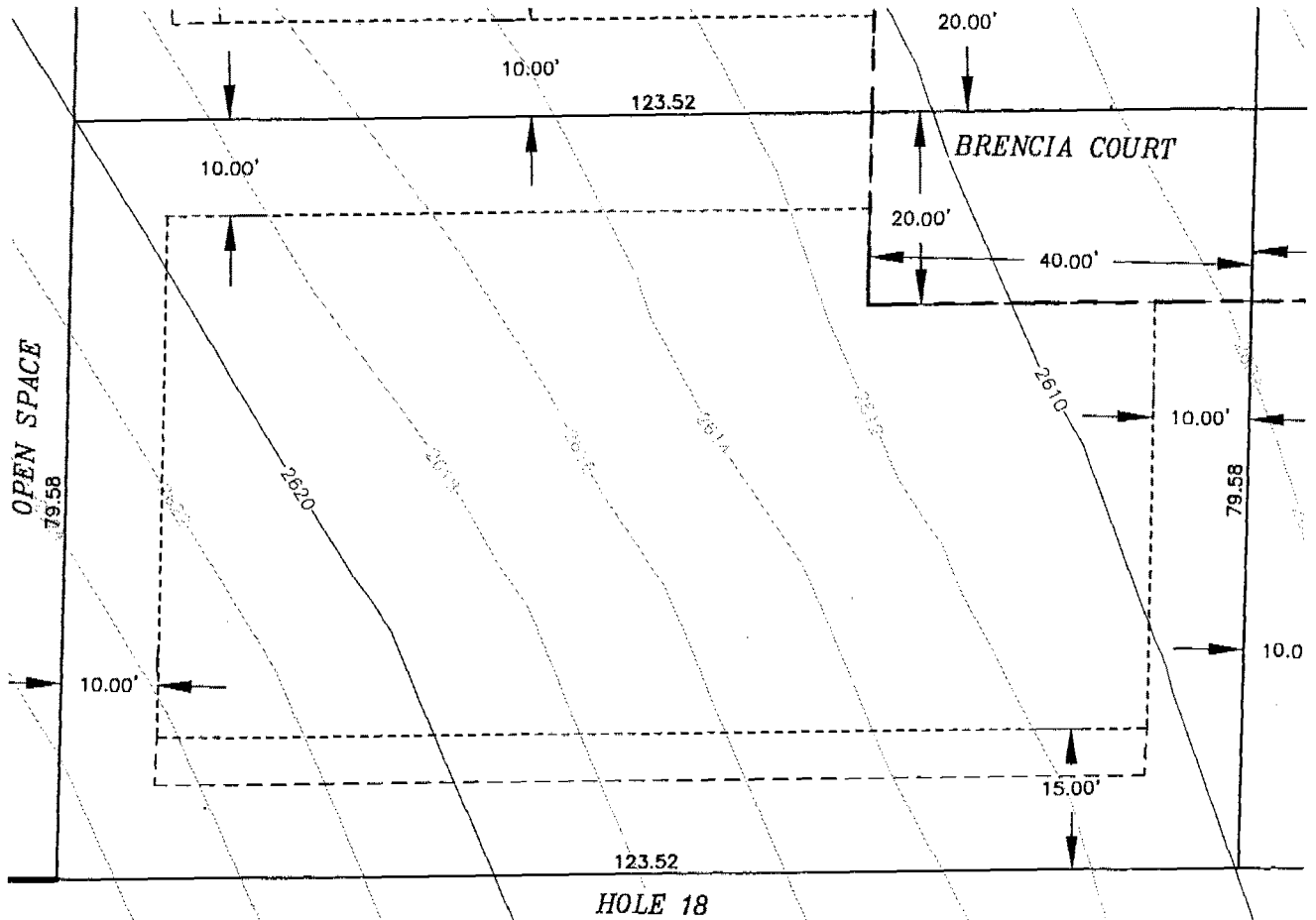
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

01/17/02

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

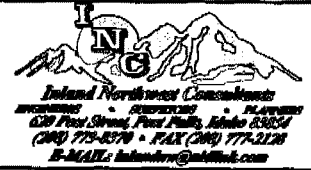


BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 113  
 BLACK ROCK 2ND ADDITION: LOT 4, BLOCK 7  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5345 sf

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

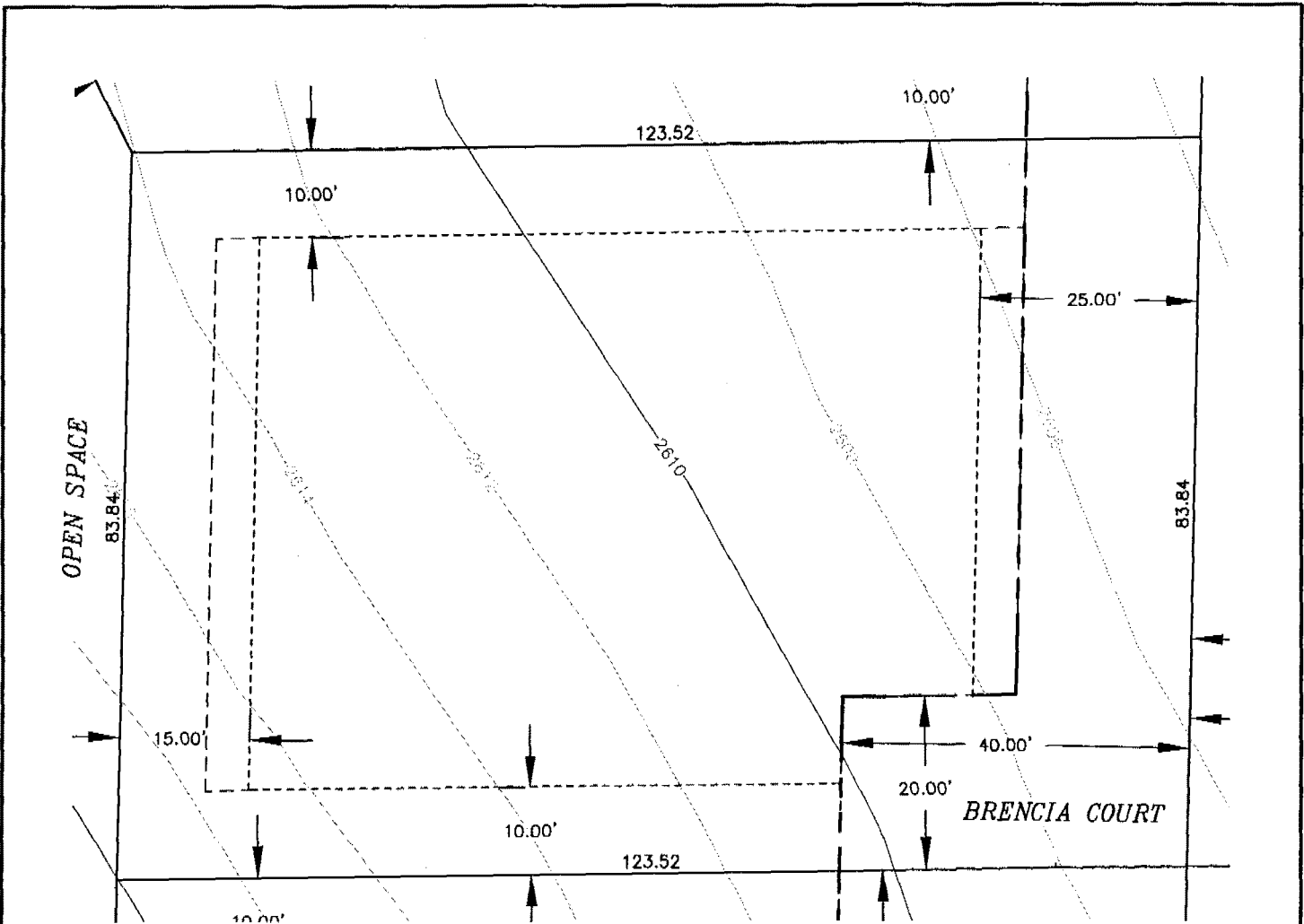
A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

01/17/02

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



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

BLACK ROCK REFERENCE: LOT 114  
 BLACK ROCK 2ND ADDITION: LOT 5, BLOCK 7  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5179 sf

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

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

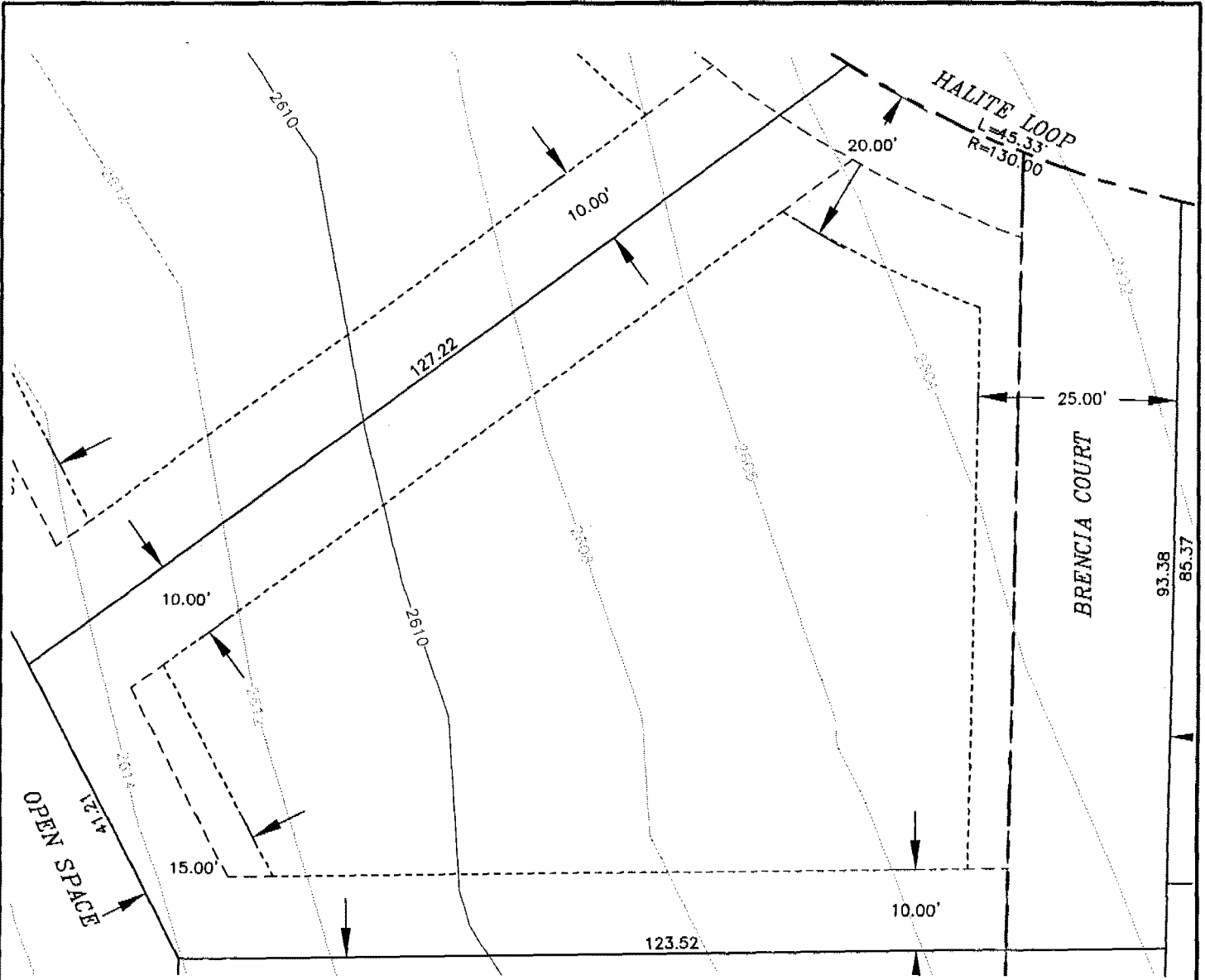
Coeur d'Alene  
**BLACK ROCK**

**Inland Northwest Consultants, Inc.**  
 Surveyors • Engineers • Planners  
 620 First Street, Pocatello, Idaho 83204  
 (208) 773-8376 • FAX (208) 777-3128  
 E-MAIL: [inlandnw@sublink.com](mailto:inlandnw@sublink.com)

SCALE: 1"=20'

01/17/02

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

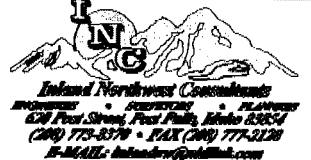


BRENCIA COURT IS A 40' ACCESS, DRAINAGE AND UTILITY EASEMENT SERVING LOTS 1-6, BLOCK 7, BLACK ROCK SECOND ADDITION.

BLACK ROCK REFERENCE: LOT 115  
 BLACK ROCK 2ND ADDITION: LOT 6, BLOCK 7  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 5874 sf

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

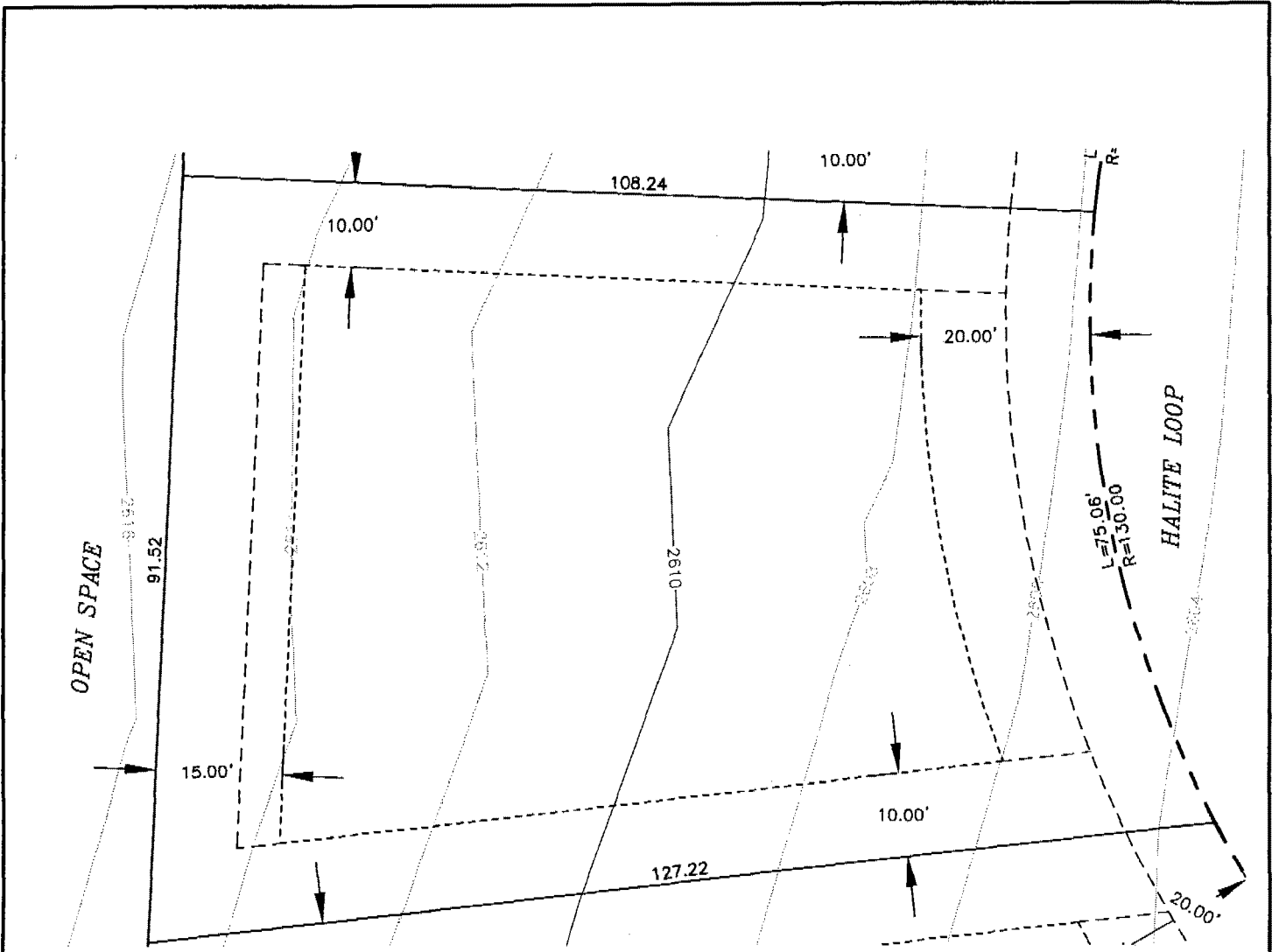
ACCESS TO BRENCIA COURT ONLY  
 A TEN FOOT DRAINAGE AND UTILITY EASEMENT IS ADJACENT TO ALL LOT LINES AND ALL RIGHTS-OF-WAY.



SCALE: 1"=20'

01/17/02

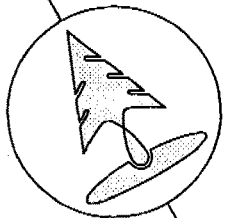
Z:/DATABASE/BLACK ROCK/010117/DWG/2ND ADD. BL 6-7 lot 8.5x11



BLACK ROCK REFERENCE: LOT 116  
 BLACK ROCK 2ND ADDITION: LOT 7, BLOCK 7  
 BULD. HEIGHT RESTRICTION: 2 STORY  
 BUILDING ENVELOPE AREA: 4879 sf

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

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



Coeur d'Alene  
**BLACK ROCK**

**IN**  
**CG**

*Inland Northwest Consultants*  
 CONSULTING ENGINEERS PLANNERS  
 620 First Street, Post Falls, Idaho 83854  
 (208) 775-8378 • FAX (208) 775-2128  
 E-MAIL: inlandnw@idblack.com

SCALE: 1"=20'

01/17/02

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