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AMENDED LOT 51, BLACKHAWK LAKE ESTATES

PHASE II

situate in the NW 1/4 of Sec. 2, T. 17 N., R. 2 E., B.M.,

Valley County, Idaho

BOOK 9 PAGE 20
OF PLATS
INST NO. 254380

Instrument # 254380
VALLEY COUNTY, CASCADE, IDAHO
2001-05-23 11:00:29 No. of Pages: 1
Recorded for : JIM BALL
LELAND G. HEINRICH Fee: 10.00
Ex-Officio Recorder Deputy
Index to: PLAT

LINE TABLE

No.	Bearing	Len.
[illegible]	[illegible]	[illegible]

CURVE TABLE

No.	Rad.	Delta	Len.	Chd.	Chd. Brg.
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be re-imposed in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

District Health Department, EHS — Date

Instrument No. 254381

0 30 60 90 120 150
SCALE 1" = 60'

KERR SURVEYING
2001

LEGEND

- ○ 5/8" rebar found
- ■ set 5/8" x 30" rebar w/plastic cap
- ⊕ found monument as noted
- ○ 1/2" rebar found

BEARINGS BASED ON PLAT OF BLACKHAWK LAKE ESTATES, PHS. I.

12 FT UTILITY EASEMENT ALONG ALL ROADS

BUILDING SETBACKS SHALL CONFORM TO THE CURRENT REGULATIONS

No building or shelter which will require a water supply or a sewage disposal facility for people using the premises where such building or shelter is located shal be erected until written approval is first obtained from the State Board of Health, by its administrator or his delegate approving plans and specifications either for public water and/or sewage facilities or individual parcel water and/or sewage facilities.

This plat is subject to compliance with I.C. Section 31-3805. No irrigation water shal be supplied to any lot hereon.

SHEET 1 OF 2

Dwg Name PHL2AMENDED Cal File PHASE2-STAKE 1705E02

10 92004

AMENDED LOT 51, BLACKHAWK LAKE ESTATES PHASE II

BOOK 9 PAGE 20 OF PLATS
INST NO. 254380

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS; that the undersigned are the owners of a parcel of land situate in the NW 1/4 of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, said parcel consisting of Lot 51 of Blackhawk Lake Estates, Phase II, and other lands, more particularly described as follows:

Commencing at an aluminum cap marking the C-E-NW 1/64 Corner of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho,
Thence, N. 70° 30' 00" W., 188.48 feet to a 5/8" rebar marking the SW corner of Lot 51 as shown on the plat of Blackhawk Lake Estates, Phase II, on file in the Office of the Recorder of Valley County on Page 82 of Book 8 of Plats, Instrument No. 223948, the REAL POINT OF BEGINNING:

Thence, N. 15° 24' 27" W., 155.45 feet,
thence, N. 46° 33' 56" E., 236.52 feet,
thence, N. 15° 30' 00" W., 59.00 feet,
thence 174.51 feet along a non-tangent curve to the left whose radius is 60.00 feet, delta angle is 166° 37' 57", and whose long chord bears N. 33° 00' 03" W., 119.18 feet,
thence, 19.90 feet along a curve to the right whose radius is 20.00 feet, delta angle is 57° 00' 00", and whose long chord bears N. 87° 48' 57" W., 19.09 feet,
thence, 82.79 feet along a curve to the right, whose radius is 265.00 feet, delta angle is 23° 05' 19", and whose long chord bears N. 47° 44' 44" W., 82.23 feet,
thence, N. 79° 09' 21" E., 304.16 feet,
thence, N. 88° 49' 08" E., 97.73 feet,
thence, 105.78 feet along a non-tangent curve to the left whose radius is 312.69 feet, delta angle is 18° 23' 18", and whose long chord bears S. 09° 41' 39" W., 105.28 feet,
thence, S. 00° 00' 00" W., 275.74 feet,
thence, S. 01° 27' 18" E., 157.37 feet,
thence, S. 78° 19' 32" W., 298.09 feet, to the Point of Beginning, containing 2.474 acres, more or less.

Bearings based on Plat of Blackhawk Lake Estates, Phase II.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF THE EASEMENTS.

THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS SHOWN IN THE PLAT WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE (1) OR MORE OF THE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS. THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH IDAHO CODE 31-3805 CONCERNING IRRIGATION RIGHTS AND DISCLOSURE.

ALL ROADS AS SHOWN ON THE FOREGOING PLAT ARE PRIVATE, AND THE COUNTY HAS NO RESPONSIBILITY IN CONNECTION THEREWITH.

JOHN CORBETT
Owner, Lot 51

JEANNETTE CORBETT
Owner, Lot 51

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF ____ } S. S.

ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN CORBETT AND JEANNETTE CORBETT, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, ROD M. SKEFTUN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLOTTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR REGISTERED 9585 STATE OF IDAHO ROD M. SKEFTUN

ROD M. SKEFTUN
IDAHO NO. 9585

APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS ____ DAY OF _____, 20____, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

APPROVAL OF THE COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS ____ DAY OF _____, 20____, BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

APPROVAL OF THE COUNTY SURVEYOR

I, LESLIE L. ANDERSON, PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

VALLEY COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE

COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NUMBER _____

STATE OF IDAHO
COUNTY OF VALLEY } S. S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____, AT ____ MINUTES PAST ____ O'CLOCK ____ M. ON THIS ____ DAY OF _____, 20____, AND DULY RECORDED IN BOOK ____ OF PLATS ON PAGE ____.

DEPUTY

EX-OFFICIO RECORDER

Dwg. File: BL2AMK.gcd

SHEET 2 OF 2

7092004

SECOND AMENDMENT TO THE RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDTIONS AND RESTRICTIONS

This instrument constitutes the Second Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions (hereinafter generally referred to as the "Covenants and Conditions") which was recorded on November 6, 1996 as Instrument Number 222414 of the Official Records of Valley County, Idaho.

COMES NOW, at least two-thirds (2/3) of the current owners of the Lots in Blackhawk Lake Estates and do hereby declare that Article 5 and 6 of the Covenants and Conditions are hereby amended pursuant to Article 6, Section 6.4 of the Covenants and Conditions.

The specific modifications to Article 5 and 6 are set forth below.

ARTICLE FIVE
Property Owner's Association

5.5 Duties of the Association

5.5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges. It is specifically noted, however, that all assessments shall be uniform as to each Lot. The cost of maintenance, repair and snow removal of Private Roads, and the cost of maintenance and repair of all Common Areas and Common Facilities in the Subdivision shall be divided equally between the Building Sites so that each Lot is assessed an equal prorated portion of the total assessment for the Subdivision.

ARTICLE SIX
6.0 Miscellaneous

6.3 Termination and Modification.

To the extent set forth in Section 6.4 of this Article Six, the Declarant may supplement these Covenants and Conditions at any time during the term hereof. Otherwise, these Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) of the Lots within the Subdivision, subject to these restrictions: provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant so long as the Declarant continues to own any ownership interest in the Subdivision. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper

Instrument # 249609
CASCADE VALLEY, IDAHO
2000-09-07 10:14:47 No. of Pages: 3
Recorded for : AMERITITLE
LELAND G. HEINRICH Fee: 9.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

instrument in writing, executed and acknowledged by such Owners (and/or by Declarant as provided herein) in the office of the Recorder of Valley County, Idaho.

6.4 Amendment.

The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by written consent of the Owners of sixty-five percent (65%) of the Lots within the Subdivision, provided however, the Architectural Control Committee (when appointed by the Declarant) may amend the Conditions and Covenants set forth in Article Three, as provided in Article Four, Section 4.4, and the Declarant may amend Article One to include additional land within the property covered by these Covenants and Conditions so long as such land adjoins land then covered by these Covenants and Conditions, and such land is owned by Declarant at the time of the Amendment (for the purposes of this paragraph, land separated only by roads shall be deemed to "adjoin"). The Amendment to include such land shall be effected by Declarant having recorded a declaration describing the land to be included, setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Covenants and Conditions, hereof.

Pursuant to Article 6, Paragraph 6.4 of the existing Revised and Restated Covenants, Conditions and Restrictions of Blackhawk Lake Estates as amended, this Second Amendment to the Revised and Restated Covenants, Conditions and Restrictions have been approved by at least two-thirds of the Owners of the Lots in Blackhawk Lake Estates. Please note that this amendment has been approved by 44 out of 56 Owners of the Lots as shown by the attached original voting slips.

IN WITNESS WHEREOF, Declarant has executed this instrument this 6th day of Sept, 2000.

L. B. INDUSTRIES, INC.

(Corporate Seal)

By: James K Ball
James K, Ball, Vice President

State of Idaho)
) ss.
County of Ada)

On this 1th day of September, 2000 before me, a Notary Public, in and for said State, personally appeared James K. Ball, known to be the Vice President of L. B. Industries, Inc., the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(Notary Seal)

NOTARY PUBLIC
Residing at: Caldwell
My Commission Expires: 4-6-06

RESTATED BLACKHAWK LAKE ESTATES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This document constitutes a restatement of the Blackhawk Lake Estates Declaration of Covenants Conditions and Restrictions as amended and as such incorporates into one document the initially recorded set of Covenants, Conditions and Restrictions which was recorded August 10, 1993 in the Official Records of Valley County as Instrument Number 198035 and the modifications created by the First, Second, and Third Amendments thereto which were recorded in the Official Records of Valley County as Instrument Numbers 198649, 217382 and 222413. As set forth herein, this document represents in its entirety, the full text of Conditions, Covenants, and Restrictions currently in effect for Blackhawk Lake Estates Phase I and II.

ARTICLE ONE
1.0 Property Subject to this Declaration of Protective Covenants

L. B. Industries, Inc. ("Declarant"), an Idaho corporation having its principal place of business and mailing address located at P.O. Box 2797, 1401 Shoreline Drive, Boise, Idaho, 83701, is the Owner of all of that property within the subdivision named Blackhawk Lake Estates Phase I and the subdivision named Blackhawk Lake Estates Phase II both of which are located in Valley County, Idaho. The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this declaration is located in the County of Valley, State of Idaho, and is more particularly described as follows:

All blocks, lots, streets, drives, roads, and easements plotted as Blackhawk Lake Subdivision which was recorded August 10, 1993 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 198035, Book 8, Page 36, as modified by the Amended Plat of Blackhawk Estates Subdivision Phase I, which was recorded August 22, 1994 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 206204 at Book 8, Page 54.; and

All blocks, lots, streets, drives, roads, and easements plotted as Blackhawk Lake Estates Phase II which was recorded November 1, 1996 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 221848 of the Official Records of Valley County, Idaho, at Book 8, Page 82 of Plats.

2.0 ARTICLE TWO
General Purposes and Definitions

2.1 The real property described in Article One hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable Improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the Subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the Subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the Owners of Lots in the Subdivision.

2.2 As used herein the following words and terms shall have the following meanings.

2.2.1 "Architectural Control Committee" shall mean that certain committee initially established by the Declarant (and later the Association) to review and approve construction plans and plans for improvement of the Lots within the Subdivision.

2.2.2 "Blackhawk Lake Property Owner's Association" (hereinafter such association may sometimes be referred to as the "Association") shall mean that certain property owner's association which shall be established at a later date by the Declarant as a non-profit corporation of which every Owner of property within the Subdivision shall become a member immediately and automatically upon Declarant's establishment of the Association. The Declarant will create the Association at the time and according to the terms more completely provided herein. Prior to the creation of the Association by the Declarant, all rights granted to the Association by these Covenants and Conditions shall be reserved to and exercisable by Declarant.

2.2.3 "Building Site(s)" of "Sites" shall mean any contiguous plot of the Subdivision the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee Owner (other than Declarant) of said plot of the Subdivision. If two or more Lots, or parts of two or more Lots, as designated on the

recorded Plat of the Subdivision, or on any phase thereof, are contiguous and described in such original conveyance from Declarant to the first fee Owner, if so elected by such first fee Owner, such Lots or parts thereof shall be treated as a single Building Site for purposes of the covenants herein contained.

2.2.4 "Common Areas" shall mean and include collectively all real property or Out Lots within the Subdivision which are designated to be owned or are owned by the Association, including (without limitation) any real property upon which Common Facilities are located or are intended to be located and any property designated and held by the Declarant for use as a Common Area and any property deeded by the Declarant to the Association for use as Common Area. The term "Common Area" shall not include any real property owned by or reserved for governmental entities.

2.2.5 "Common Facilities" shall mean the facilities developed by the Declarant or the Association for the general use of the Owners, their families and guests which is located, or to be located, within the Subdivision and any other facilities of a similar nature situated in the Subdivision which the Declarant has designated for future transfer to the Association or which the Association may from time to time own, lease, operate or otherwise control. It is specifically noted that Common Facilities will include, among other things, the beds and banks (up to the plotted Lot lines) of Blackhawk Lake and Blackhawk Pond; and all water rights, dams and water conveyance systems relating to Blackhawk Lake and Blackhawk Pond (including the fire hydrant equipment and systems located within the Subdivision).

2.2.6 "Declarant" shall mean L. B. Industries, Inc., an Idaho corporation and its successors and assigns.

2.2.7 "Improvements(s)" shall mean structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, accessory buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings and other landscaping, signs and external lighting.

2.2.8 "Lot" shall mean each lot reflected on the recorded plat of the Subdivision.

2.2.9 "Private Roads" shall mean all ingress and egress roadways within the Subdivision beginning and ending from the points of ingress and egress from West Mountain Road. All Subdivision Private Roads constitute Common Areas which will be held by the Declarant until deeded to the Association. Private Roads will not be provided County or State services such as snow removal and repairs and thus, after deed by Declarant to the Association, the Association will be required to provide all necessary services. Common Area Private Roads will be deeded to the Association subject to an easement for access and use of said Private Roads being granted to any Owners of all or a portion of the property described below and Owners (including Declarant) of any portion of additional land subdivided by Declarant (or its successors or assigns), where such additional lands adjoin land covered by these Covenants and Conditions (for the purpose of this paragraph, land separated only by roads shall be deemed to "adjoin"). The description of Non-Declarant owned or subdivided property which shall also receive easement rights to ingress and egress is described as follows:

A parcel of land situate in Govt. Lot 1, Section 2, Township 17 North, Range 2 East; and in the South ½ of the Southeast 1/4, Section 35, Township 18 North, Range 2 East, Boise Meridian, Valley County, Idaho; more particularly described as follows:

Beginning at the Northeast corner of the above described Section 2, thence North 70° 27'28" West, 364.18 feet to the Northeast corner of the parcel, and the REAL POINT OF BEGINNING;

Thence West, 627.61 feet to a point on the high water line of the Hait Reservoir and the Northwest corner of the parcel;
thence continuing along the high water line, South 8° 01'56" West, 22.24 feet to a point;
thence South 13° 33'16" West, 84.36 feet to a point;
thence South 25° 36'38" West, 60.27 feet to a point;
thence South 17° 50'17" West, 69.32 feet to a point;
thence South 4° 25"56" West, 60.25 feet to a point;
thence South 4° 28'07" East, 59.25 feet to a point;
thence South 5° 13'48" East, 80.72 feet to a point;
thence South 17° 40'52" East, 47.04 feet to a point;

thence South 25° 06'19" East, 47.74 feet to a point;
thence South 44° 17'20" East, 55.50 feet to a point;
thence South 29° 11'20" East, 76.21 feet to a point;
thence South 11° 29'06" East, 42.66 feet to a point, the Southwest corner of the parcel;
thence departing from the high water line, East, 571.50 feet to a point, the Southeast corner of the parcel;
thence North, 660.00 feet to the Northeast corner of the parcel, and the REAL POINT OF BEGINNING.

2.2.10 "Occupant" shall mean and include any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building Site or Sites whether or not such right is exercised as well as their heirs, assigns and successors in interest.

2.2.11 "Owner" or "Owners" shall mean the party or parties having any fee hold estate interest in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgage, under deed of trust or other security holder in actual possession of any Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

2.2.12 "Out Building" shall mean an enclosed covered building to be used as a barn, garage or for other storage purposes not directly attached to the main structure which it serves.

2.2.13 "Out Lot" shall mean real property reserved by Declarant for open space, roadways, utilities or recreational facilities.

2.2.14 "Maid/Guest House" shall mean a residential structure for use as servant's quarters or guest quarters which is attached to the main residential structure.

2.2.15 "Single Family Residence" shall mean a single family residential building together with not more than one (1) out building.

2.2.16 "Subdivision" shall mean the land described in Article One. Declarant may, pursuant to the following provisions of this declaration, amend

Article One to include all or any part of the adjoining land owned by it at the time of the amendment.

ARTICLE THREE
3.0 Covenants and Conditions

3.1 Land Use and Building Type.

No Building Site shall be used except for residential purposes, and each Site shall be limited to one Single Family Residence which may include an attached Maid/Guest House if it complies with applicable zoning and health department requirements. No building shall be erected, altered, placed, or permitted to remain on any Site other than for residential or recreational purposes or for a private garage, barn, and other out buildings incidental to residential use of the premises. All structures constructed on any Building Site shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Building Site. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out building located or erected on a Building Site covered by these covenants shall at any time be used for private habitation, except in the following situations:

(a) During the construction period for a given Lot (which must be completed within twelve (12) months - see Section 3.13) a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation of the Lot Owner and/or Occupants as approved on a case by case basis by the Architectural Control Committee.

(b) After the construction of a Single Family Residence has been completed upon a Lot, a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation by guests for consecutive periods not exceeding fourteen (14) days or nights. At the conclusion of such fourteen (14) consecutive day or night occupancy period, the recreational vehicle must be removed from the Building Site for at least fourteen (14) consecutive days.

No Lot shall be used for any retail commercial or business purposes whatsoever. The covenants set forth within this Section 3.1 shall not apply to Declarant's or its agent's real estate sales office, and the activities conducted in connection therewith.

3.2 Approval of Construction Plans.

3.2.1 No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any addition thereto or change or alteration therein be made

unless it complies with the Valley County, Idaho zoning ordinances in existence with respect to the property and until the complete plans and specifications (including, but not limited to, the floor, elevations, plot, grading, and landscaping plans); provisions for off-street parking; the specifications of principal exterior materials and color schemes; and the location, character and method of utilization of all utilities) have been submitted to the Architectural Control Committee approved in writing, by the Architectural Control Committee. Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

3.2.2 The procedures dealing with the submission of plans to the Architectural Control Committee are set forth in Article Four.

3.3 Minimum Floor Area and Building Heights.

3.3.1 Single Family Residence - no main residence structure shall be permitted on any Building Site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,500 square feet.

3.3.2 Single Family Residence - no main residence structure shall be permitted to have more than two (2) above ground floors. In the case of a two (2) story structure, the first floor shall have no less than 800 square feet of the required 1,500 square feet of total habitable floor area.

3.3.3 Maid/Guest House - the attached Maid/Guest House referenced in these covenants shall not be permitted on any Building Site covered by these covenants, unless it is accepted and complies with all applicable zoning and health department requirements. The total number of habitable floors shall not be more than two (2).

3.3.4 The maximum height of any building shall be in compliance with the Valley County zoning ordinances.

3.4 In-House Fire Suppression Systems.

As a result of improvements made to West Mountain Road in 1995 and 1996, in-house fire suppression systems are no longer required to be installed within residential structures built in the Subdivision. In light of the rural nature of the Subdivision and the distance to the closest fire station it is recommended, however, that Owners install fully functional, in-house, fire suppression, water sprinkling systems or monitored fire - smoke - burglar alarm systems

(which have been inspected and approved by an inspector licensed by the Idaho State Fire Marshall's Office) in all residential structures.

3.5 Set Back Requirements.

Some Lots have designated building envelopes as per the recorded Master Plan and Plat, if a building envelope is designated for a given Lot, all Improvements must stay within the designated building envelope. In the case of Lots where a building envelope is not designated on the Master Plan and Plat, there shall be no general rule for the location of Improvements with relation to property lines but the location of such Improvements must receive the advance approval of the Architectural Control Committee, as more completely described herein. In all cases the location of all such Improvements shall conform to the Valley County zoning regulations then in effect.

3.6 Fences.

To maintain and preserve the natural beauty of land, no fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any Lot for any purpose whatsoever, except such fences, walls, or barriers that are attached to the main structure for privacy or enclosure of pets as may be approved by the Architectural Control Committee (in no case will chain link fencing, enclosures or barriers, be approved). No lot line fencing will be permitted.

3.7 Signs.

No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) square feet designating the Owner of any Building Site, one sign of not more than six (6) square feet advertising the property for sale or rent, and except temporary signs used by Declarant, or its agent, to advertise property in Blackhawk Lake Subdivision.

3.8 Easements.

Easements and rights-of-way as described on the recorded plat of Blackhawk Lake Subdivision have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the Subdivision. Road rights-of-way and easements shown on the plat contain utility, easements, and easements for other purposes. No dwelling,

Improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

3.9 Garbage and Refuse Disposal.

3.9.1 No part of the Subdivision above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste; at all times the Subdivision shall be maintained in a sanitary condition.

3.9.2 All fish cleaning shall be performed at designated locations in the Common Areas or will be performed on the Owner's own Lot. All debris and waste from fish cleaning will be properly disposed of in appropriate garbage containers. Under no circumstances will dead fish or fish parts be left on the ground or thrown into the water of Blackhawk Lake or Blackhawk Pond.

3.9.3 Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the Building Sites (except for cooking).

3.9.4 Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse of their Lot and all such receptacles shall be screened from public view and protected from disturbance.

3.9.5 These restrictions also apply to contractors doing construction work.

3.10 Trees.

Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a Lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Architectural Control Committee.

3.11 Animals.

No animals, of any kind, except for household pets, (it is specifically noted that livestock, poultry and wild animals are not to be considered household pets) shall be raised, bred, or kept on any portion of the property. Household pets may be kept for personal or non-commercial recreational purposes only. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner.

All pet enclosures must match the colors of the main structure on the Lot, be attached to the main structure on the Lot and receive the prior approval of the Architectural Control Committee.

Idaho Law prohibits dogs from disturbing or chasing wildlife. Fish and Game Policy allows for destruction of dogs in the pursuit of big game animals. Owners may be cited and fined. When dogs are out of their enclosures the Owner is responsible to keep them on a leash and for cleanup of animal waste in the Common Areas or other areas outside their Lot.

3.12 Landscaping.

In order to insure protection of the water quality of Blackhawk Lake and Blackhawk Pond and the natural environment, all natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared Sites will be landscaped and completely planted in native grasses and trees. The Architectural Control Committee may approve limited construction of gardens, lawns, and exterior living areas, however, no fertilizers containing molecular nitrates or phosphates shall be used or placed upon or within any Lot, and only such fertilizers shall be used, at such times and in such manner as prescribed by the Association. Well water shall be restricted to domestic use only (domestic use is deemed to include non-commercial use of water for human and animal consumption, cleaning, washing, sanitation systems and reasonable watering of houseplants and exterior gardens and lawns).

3.13 Continuity of Construction.

All structures commenced in this Subdivision shall be prosecuted diligently to completion and shall be completed within twelve (12) months of issuance of building permit unless approved in writing by the Architectural Control Committee.

3.14 Nuisance and Fire Arms.

No noxious or offensive activity shall be carried on within the Subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the Subdivision. Fire arms as used herein shall be construed to mean not only rifles, pistols and cannons, but also fireworks, explosives, air rifles, BB guns, or similar devices.

3.15 Sewage Disposal.

If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, each dwelling must use

a sanitary disposal system of a design and installation approved by Valley County, the Central District Health Department and the Idaho Department of Health and Welfare.

3.16 Parking.

3.16.1 Parking shall be accommodated on Site with no parking allowed on Subdivision private or public streets. Each Site shall provide at least a two-car garage, and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

3.16.2 Parking in Common Areas shall be limited to those locations designated as being available for parking. Parking in these areas shall be for temporary purposes incidental to the use of the Common Areas and Common Facilities. No overnight parking or overnight camping shall be permitted in the vehicles located in the Common Areas.

3.17 Trailers and Motor Vehicles.

No boats; trailers; campers; motorhomes; commercial cars, trucks or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis (It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot). All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 72 hours, must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided.

3.18 Snow Mobiles, ATVs, Motor Cycles, Etcetera.

Snowmobiles, ATVs, motorcycles, and other recreational vehicles and equipment (all generally referred to as "Recreational Equipment"), shall not exceed 15 mph while operating in the Subdivision. It is the intent of the Declarant not to allow high speed use of Recreational Equipment anywhere within the Subdivision (including their operation on Lots, Private Roads and Common Areas). The 15 mile per hour speed limited is intended to allow Recreational Equipment to be driven to and from the Subdivision but is not intended to allow recreational use within the Subdivision. All recreational use is intended to occur outside of the Subdivision.

3.19 Commercial Machinery and Equipment.

No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other Improvements within the Subdivision.

3.20 Antennas.

Except as specified herein, antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Building Site. Notwithstanding the above, a television antenna may be attached to the side of a dwelling, if using a fireplace chimney for support; satellite dishes exceeding 18 inches in diameter shall be painted an earth tone color and shall be concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee; and satellite or digital antenna dishes of 18 inches in diameter or less may be attached to any part (front, back, or side) of a dwelling.

3.21 Storage Tanks.

Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located above ground and concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee.

3.22 House Numbers and Mailboxes.

Each dwelling shall have a street number discreetly placed at or near the street entrance to the Lot. Mailboxes installed along the roads shall be of wood construction with a wood post in order to achieve a uniform appearance. Mailboxes shall be paid for by the Owner.

3.23 Fishery Management.

The Association shall establish fishery management procedures (including, but not limited to, stocking and harvesting procedures and fishing rules) as needed to protect the health and welfare of the fish habitat. In establishing fishery management procedures, the Association will endeavor to comply, where applicable, with the rules and regulations as established from time to time by Idaho Fish and Game. Owners and their guests shall be required to comply with the most current fishing rules published by the Association.

3.24 Maintenance of Dams, Water Conveyance Systems and Water Quality.

The Association shall have the authority to adopt rules and regulations to ensure and maintain the safety and function of the dams that retain water in the reservoirs known as Blackhawk Lake and Blackhawk Pond; the water conveyance systems leading into and out of Blackhawk Lake and Blackhawk Pond; and the natural beauty and water quality of Blackhawk Lake and Blackhawk Pond.

3.25 General Restrictions Applicable to Common Areas and Common Facilities.

3.25.1 The Common Areas and Common Facilities shall be under ownership and control of the Declarant until the Declarant creates and deeds over the said Common Areas and Common Facilities. Declarant retains the right to create and deed over Common Areas and Common Facilities as it deems appropriate, but Declarant must deed all Common Areas and Common Facilities to the Association as of the date Declarant owns not more than five percent (5%) of the Lots collectively then within the Subdivision.

3.25.2 Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Common Facilities:

(a) Members of the Association (Owners), their immediate families, guests and the tenants of such members.

(b) Declarant, its invitees, guests, tenants, employees and agents, and its successors and assigns, while Declarant, its successor or

assigns are engaged in the development and/or sale of property within the Subdivision.

(c) Such other persons or entities as the Association shall from time to time grant the right of use.

3.25.3 The use of Common Areas and Common Facilities shall at all times be subject to the rules, regulations and user charges, if any, prescribed by the Declarant from time to time (prior to the deeding of such Common Areas and Common Facilities to the Association) and thereafter, as prescribed by the Association from time to time.

3.25.4 The use of said Common Areas and Common Facilities shall be subject to such easements and reservations of rights of Declarant hereinafter described and made of record.

3.25.5 Only the Declarant (prior to title to the Common Area vesting in the Association) or the Association (after vesting of title) shall be permitted to engage in construction, excavation or other work which in any way alters any Common Area or Common Facility. Construction, excavation or other work shall only be made in strict compliance with provisions of Section 3.26.

3.25.6 Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.

3.25.7 There shall be no use of a Common Area or Common Facility which injures, erodes, or scars the same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association and in any event, there shall be no use of a Common Area or Common Facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.

3.25.8 There shall be no camping in any Common Area.

3.26 Common Areas: Construction and Alteration of Improvements, etc.

After title to a Common Area is vested in the Association, no Improvement, excavation or work which in any way alters such Common Area from its state on the date such Common Area is so conveyed, shall be made or done except upon strict compliance with the following provisions of this section:

3.26.1 With the exception of the Declarant (prior to the time that the Association is vested with fee title to said Common Area), or a public utility or governmental agency (by right of easement), only the Association shall have the right to construct Improvements upon, or make any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub, or other vegetation, upon, or plant any tree, shrub or other vegetation upon any Common Area.

3.26.2 If the Association, or any entity under right of easement, proposes to construct a new Improvement or alter the exterior of an existing Improvement upon a Common Area, or to make any excavation or fill upon, or to change the natural or existing drainage of surface waters, upon a Common Area, it shall not do so until a permit has been obtained from the Architectural Control Committee. The Association, or entity proposing to do such work shall submit to the Architectural Control Committee for approval plans for such work in such form and containing such information as the Architectural Control Committee may require. The Architectural Control Committee shall approve the plans so submitted if the following conditions have been satisfied:

(a) If the plans are to construct any new Improvement, including any alteration of the exterior of any existing Improvement, the Architectural Control Committee finds that such Improvement complies with these Covenants and Conditions; and

(b) That such work if under right of easement: (aa) is reasonably necessary for any utility installations serving any property within the Subdivision or any property to be annexed to the Subdivision, or any property for which an easement has been reserved or granted by Declarant, (bb) is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property, or (cc) is desirable to protect or preserve any property within the Subdivision; and

(c) The Architectural Control Committee finds that the proposed work shall not materially prejudice the Subdivision.

3.26.3 Without approval of the Architectural Control Committee, the Association may:

(a) Construct, reconstruct, replace or refinish any Improvement or portion thereof upon Common Areas in accordance with the plans

for such Improvement as they existed upon the Common Area when it was conveyed to the Association;

(b) Replace destroyed trees or other vegetation with native plants, and, to the extent that the Association deems necessary; plant other native trees, shrubs, ground cover and other native vegetation;

(c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.

3.26.4 Without approval of the Architectural Control Committee, the Declarant may construct, reconstruct, replace or refinish any Improvement intended to be constructed on a Common Area, or any portion thereof, as a part of the development work of the Subdivision.

3.27 Mining/Oil Drilling.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Subdivision, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Subdivision or within five hundred (500) feet below the surface of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Subdivision.

3.28 Work in Progress.

The Architectural Control Committee or its representative may inspect all grading and construction work while such work is in progress and give notice or non-compliance when it believes that the provisions of this Declaration have not been complied with, and such person(s) shall not be deemed guilty of trespass by reason of such entry. If no notice of non-compliance has been sent, then the Owner shall be deemed to be in compliance upon occupancy of the dwelling and related structure and other Improvements.

3.29 Restriction on Further Subdivision.

No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. This provision shall not, in any way, limit Declarant from

subdividing any portion of the Subdivision or Lot owned by Declarant into multiple Lots. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented. The provision of this section shall not apply to the division of any Lot between adjoining Lots.

3.30 Boating and other Activities on the Lake and Pond.

In order to preserve the water quality and serenity of Blackhawk Lake and Blackhawk Pond, the following restrictions will apply:

3.30.1 Use of boats, canoes and rafts upon Blackhawk Lake and Blackhawk Pond is limited to sailing, floating, touring and fishing at speeds of less than fifteen (15) miles per hour.

3.30.2 Boats, canoes and rafts may be powered by electric motors, sails or human power, but (except as noted below in the case of the Declarant) no petroleum powered motors are permitted to be used or placed within Blackhawk Lake or Blackhawk Pond. The exception granted to the Declarant is as follows: the Declarant or its agents may operate a petroleum powered boat for sales presentation or maintenance purposes until the Declarant has sold all ownership interest in the Subdivision.

3.30.3 No water skiing, jet skiing or motorized racing of boats, canoes or rafts is permitted on Blackhawk Lake or Blackhawk Pond.

3.30.4 No snowmobiling is permitted on Blackhawk Lake or Blackhawk Pond at any time.

3.30.5 Only Lots having frontage on Blackhawk Lake are permitted to have private boat docks and no more than one dock will be permitted per Lot. Private boat docks shall not exceed 16 feet in length and 5 feet in width. Docks and walkways to docks shall not disturb wetland and riparian habitat that surrounds Blackhawk Lake. Dock design and location must be approved by the Architectural Control Committee and conform to Federal, State, and County laws.

ARTICLE FOUR
Architectural Control Committee

4.1 There is hereby established an Architectural Control Committee (the "Committee"), whose members shall be appointed or removed by Declarant except as provided in Section 4.3. This Committee shall consist of three voting members.

4.2 The initial members of the Architectural Control Committee are:

Name	Address
Larry B. Barnes	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
James K. Ball	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
David A. Clinger	23568 Pondview Place Golden, Colorado 80401

Each of said persons shall hold office until such time as they have resigned, have been removed, or their successor has been appointed.

4.3 The right to appoint and remove members of the Committee shall be vested in the board of Directors of the Association from and after the expiration of the eighteenth month following the date Declarant owns not more than five percent (5%) of the Lots collectively then within the Subdivision, unless during such eighteen (18) month period, Declarant's percentage of ownership is increased to more than five percent (5%) of the Lots collectively within the Subdivision by reason of the annexation of property to the Subdivision pursuant to Article Six Section 6.4, in which event said eighteen (18) month period will not start to run until Declarant again owns not more than five percent (5%) of the Lots collectively then within the Subdivision. Upon the right to appoint and remove members of the Committee being vested in the Board of Directors of the Association, the appointment and removal of members of the Committee shall be made by the Board of Directors of the Association in accordance with the By-Laws of the Association.

4.4 The Architectural Control Committee shall, in accordance with the procedures set forth in Article Three hereof, have the responsibility to interpret the Covenants and Conditions relating to the construction plans and plans for Improvements of the Lots, pursue approvals and certificates of compliance with the Covenants and Conditions and inspect and enforce the

Covenants and Conditions. In addition, the Committee, when appointed solely by Declarant, shall have the right from time to time to amend any of the Covenants and Conditions set forth in Article Three, upon a two-thirds majority vote of its members, but no amendment to the Covenants and Conditions shall be applied retroactively to affect plans and specifications (as that term is defined in Section 4.5 hereof) previously approved by the Committee, or Improvements constructed or being constructed pursuant thereto.

4.5 No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until the design, and construction plans, specifications, Site plan and landscaping plan, and time schedule for completion of construction and landscaping (collectively hereinafter referred to as "plans and specifications"), in manner and form satisfactory to the Committee, have been submitted to and approved by the Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner or his authorized agent.

4.6 Proposed plans and specifications must be submitted to the Architectural Control Committee along with a non-refundable fee of $250.00. Plans and specifications must be prepared or approved by a State licensed architect prior to submission to the Architectural Control Committee. The initial sketch or concept drawing indicating floor plan, elevations, site and plot plan indicating all buildings, driveways, and attached fencing if required, should be approved by the Architectural Control Committee before Owners are committed to a large investment for detailed architectural drawings.

4.7 Approval shall be based among other things, on the Covenants and Conditions, the adequacy of Building Site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of Improvements on neighboring Building Sites, operations and uses; relation to topography, grade, finished ground elevation and landscaping of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants and Conditions. The Committee shall not arbitrarily or unreasonably withhold its approval.

4.8 If the Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within forty-five (45) days after the same have been submitted to it (provided that all required information has been submitted), it shall conclusively be presumed that said plans and specifications have been approved subject, however, to the Covenants and Conditions contained in Article Three hereof or as amended and of record as of the date of submission of such plans and specifications. Provided, however, that if within said initial forty-five (45) day period, Declarant gives written notice of the fact that an additional forty-five (45) day period is required for examination and review of such plans and specifications, there shall be no

presumption that the same are approved until the expiration of the additional forty-five (45) day period of time as set forth in said notice. The Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid initial forty-five (45) day time period shall commence on the date of such notification.

4.9 Neither the Committee, its individual members, nor Declarant or their respective successors or assigns shall be liable in damages to any one submitting plans and specifications to them for approval, or to any Owner or Occupant of the Property affected by these Covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every Owner or Occupant of any Building Site agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Committee, its individual members, or Declarant to recover such damages.

ARTICLE FIVE
Property Owner's Association

5.1 Organization.

5.1.1 The Declarant shall organize and establish a non-profit homeowners' corporation by the time Declarant's ownership of Lots collectively then within the Subdivision is not more than five percent (5%). This non-profit corporation shall be designated the "Blackhawk Lake Subdivision Property Owners Association" and is generally referred to herein as the "Association". The Declarant shall release control over the Subdivision Architectural Control Committee and control and ownership of the Subdivision Common Areas and Common Facilities to the Association within eighteen (18) months following the date Declarant owns not more than five percent (5%) of the Lots collectively then within the Subdivision (control may be transferred completely or on a case by case basis prior to the close of the eighteen (18) month deadline). Upon transfer of control from the Declarant, the Association shall then begin to exercise the powers and authority granted by these Covenants and Conditions (according to the Association's Bylaws and Articles of Incorporation).

5.1.2 The Declarant will set up a Foundation prior to the organization and establishment of the Association. The Foundation will collect "Maintenance Fees" until control over the Architectural Control Committee is transferred to the Association. The purpose of the Maintenance Fees shall be the maintenance of the roadways, traffic control, planting areas within roadways, security,

Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners. At the time Declarant transfers control to the Association, the Maintenance Fee funds then held by the Foundation shall also be transferred to the Association and the Association will then assume the Foundation's duty to oversee the maintenance of the Subdivision and the collection of Maintenance Fees. The Association will create and maintain a Maintenance Fee reserve fund in an amount which shall always be sufficient to maintain the purposes of the Association for at least a one year period.

5.1.3 Upon establishment by the Declarant, the Association shall be charged with the duties and empowered with the rights set forth herein and in its By-Laws. It shall be created by its Articles and its affairs shall be governed by its Articles and By-Laws and by these Covenants and Conditions.

5.1.4 In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties, and obligations of the Association.

5.2 Membership.

5.2.1 Each Owner of a Lot shall be members of the Association:

5.2.2 If more than one person owns the Lot giving rise to the appurtenant membership, all of said persons shall be deemed one membership and the membership shall be in the name of one designated individual. With respect to each Lot, the Board of Directors (the "Board") shall at all times have the power to limit the number of persons (other than immediate family of the designated member) who shall have the right to use the Common Areas and Common Facilities under any one membership.

5.2.3 The rights, duties, privileges and obligations of a member shall be in accordance with these Covenants and Conditions, the Articles and By-Laws.

5.2.4 In the event of the dissolution of the Association, upon the formation of an unincorporated association, each member of the Association shall be a member of the unincorporated association and shall have an underlying beneficial interest in all of the property transferred to or for the benefit of said unincorporated association; provided, however, that there shall be no judicial partition of such

property, or any part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition.

5.3 Purpose.

The purpose of the Property Owner's Association shall be the maintenance of roads, traffic control, planting areas within roadways, security, fishing habitat, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all lot Owners.

5.4 Voting Rights.

One vote for each Lot owned. Every member entitled to vote at any election of the Board may cumulate his votes and give any candidate a number of votes equal to the number of votes which the member has, multiplied by the number of directors to be elected. The right to vote may not be severed from the property to which it relates and any sale, transfer or conveyance of fee title of the property to a new Owner, shall operate to transfer the appurtenant vote or votes to the grantee.

5.5 Duties of the Association.

5.5.1 The Association shall accept as members all persons described in Section 5.2 above.

5.5.2 Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all property vested in it to an independent corporate trustee to hold same in trust for the unincorporated association to be formed for the benefit of the Members.

5.5.3 The Association shall maintain and operate any Common Areas and Common Facilities which it owns for the benefit of those entitled to use such facilities pursuant to these Covenants and Conditions.

5.5.4 The Association shall, at the expense of the Owner, provide for the maintenance of any Lot or Improvement thereon which is not maintained by the Owner in accordance with the requirements of these Covenants and Conditions.

5.5.5 The Association shall pay all taxes and assessments levied upon any Association property.

5.5.6 The Association shall contract for or otherwise provide such services as required by majority vote of the membership.

5.5.7 At a minimum, the Association shall obtain and maintain in force the following policies of insurances:

(a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association.

(b) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

(c) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars ($1,500.00) and a limit of not less than Five Hundred Thousand Dollars ($500,000.00) per accident.

The above policies of liability insurance shall cover as insureds the Declarant, the Association, the Board, the Architectural Control Committee, the Owners of all Lots in the Subdivision, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against Declarant, its agents, representatives, and employees, and any Owner.

5.5.8 The Association shall accept and act upon applications submitted to it for the development of additional Common Facilities.

5.5.9 The Association shall from time to time make, establish, promulgate, amend and repeal Association rules and establish user charges for Common Facilities.

5.5.10 After the control of the Architectural Control Committee is transferred from the Declarant to the Board of Directors of the Association, the Association shall appoint and remove members of the Architectural Control Committee and insure that at all reasonable times there is a duly constituted and appointed Architectural Control Committee.

5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges.

5.5.12 The Association shall take such actions, whether or not expressly authorized by these Covenants and Conditions, as may reasonably be necessary to implement and enforce these Covenants and Conditions, the Association rules and the Architectural Control Committee rules.

5.6 Powers and Authority of the Association.

The Association shall have all of the powers set forth in its Articles of Incorporation, including the power to levy and collect assessments from all members hereinafter provided, together with its general powers as a non-profit corporation (subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in these Covenants and Conditions) to do all lawful things which may be required to be done by the Association under these Covenants and Conditions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the peace, health, comfort, safety and/or general welfare of the members of the Association. Without in any way limiting the generality of the foregoing:

5.6.1 The Association shall have the power and authority at any time without liability to any Owner, to enter upon any Lot for the purpose of enforcing these Covenants and Conditions, or for the purpose of maintaining any such Lot, and any Improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such Lot or any structure thereon as required under these Covenants and Conditions, and for the purpose of removing therefrom any improvement constructed or maintained on any Lot contrary to the provisions of these Covenants and Conditions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Conditions.

5.6.2 The Association, in fulfilling any of its duties, under these Covenants and Conditions, shall have the power and authority to:

(a) Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all property which it owns from time to time, or leases from time to time when said lease provides that the Association shall be obligated to so maintain, restore and repair such leased property;

(b) Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, the members of the Architectural Control Committee, or the members of the Association, including, but without limitation, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds;

(c) Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required;

(d) Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Association deems necessary;

(e) Contract and pay for, or otherwise provide for, fire, police, and such other protection services as the Association shall from time to time deem necessary for the benefit of the Subdivision, any property located within the Subdivision, and Owners;

(f) Contract and pay for or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary; and

(g) Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment and of its duties.

(h) Employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Idaho and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these Covenants and Conditions.

(i) Contract for the operational management of any or all of the Common Facilities as it shall from time to time see fit.

(j) Pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.

(k) Subject to the provisions of these Covenants and Conditions adopt, amend and repeal rules and regulations to be known as "Associated Rules" governing, among other things:

(aa) The use of the Common Areas and Common Facilities, including the Private Roads;

(bb) The use of Association property;

(cc) The collection and disposal of refuse;

(dd) The burning of open fires;

(ee) The keeping and maintenance of animals within the Subdivision; and

(ff) Other activities in the Subdivision which would adversely effect the peace and enjoyment of residents in the Subdivision.

(l) Grant concessions and/or leases and approve subleases, with respect to any of the Common Facilities;

(m) Establish and collect reasonable user charges for any Common Area or Common Facility which it owns.

5.7 Lien for Assessments.

5.7 1 If any lot Owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the Lot as set forth in the deed of conveyance to the Owner, and upon the recording of notice thereof by the Association in the office of the Valley County Recorder, such lien shall be constituted upon such Owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such lot Owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first

mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

5.7.2 The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a Lot may pay any common expenses payable with respect to such Lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

5.7.3 The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgagee of real property. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The Owners shall also be required to pay the Association all assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary to expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting Owner's portion of the premium.

5.7.4 The Association and its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

5.8 Certificate of Assessments.

Upon payment of a reasonable fee, as established by the Association and upon the written request of any Owner, mortgagee, prospective grantee or prospective mortgagee, of a Lot, the Association -- by its financial officer, shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject Lot; the amount of

the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments or common expenses which became due prior to the date of making such request. No failure of the Association to comply with a request for a Certificate shall relieve the Owner from personal liability for, or the subject Lot from the lien for, any unpaid assessments or common expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the Lot by Declarant.

ARTICLE SIX

6.0 Miscellaneous

6.1 A violation of covenants.

Whenever there shall have been built on any Lot, a structure which is in violation of these Covenants and Conditions, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the Owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents, and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the Lot upon the recording by the Association of a sworn statement with respect thereto in the Valley County real property records. In addition, if any person shall violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning the real property in the Subdivision or for the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

6.2 Term.

The Covenants and every provision hereof shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be automatically

renewed for successive ten (10) year periods unless and until terminated as provided in Article Six, Section 6.3 hereof.

6.3 Termination and Modification.

To the extent set forth in Section 6.4 of this Article Six, the Declarant may supplement these Covenants and Conditions at any time during the term hereof. Otherwise, these Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) of the square footage of the Subdivision (other than Common Areas, Common Facilities, streets and other areas dedicated to the appropriate municipalities), subject to these restrictions: provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant so long as the Declarant continues to own any ownership interest in the Subdivision. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and/or by Declarant as provided herein) in the office of the Recorder of Valley County, Idaho.

6.4 Amendment.

The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by written consent of two-thirds of the Owners of Lots, provided however, the Architectural Control Committee (when appointed by the Declarant) may amend the Conditions and Covenants set forth in Article Three, as provided in Article Four, Section 4.4, and the Declarant may amend Article One to include additional land within the property covered by these Covenants and Conditions so long as such land adjoins land then covered by these Covenants and Conditions, and such land is owned by Declarant at the time of the Amendment: (for the purposes of this paragraph, land separated only by roads shall be deemed to "adjoin"-). The Amendment to include such land shall be effected by Declarant having recorded a declaration describing the land to be included, setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Covenants and Conditions, hereof.

6.5 Valley County Regulations.

To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive in their allowable land utilization than these Covenants and Conditions, they shall supersede these Covenants and Conditions and govern at all times.

6.6 Assignments of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed by the Owners of sixty-five percent (65%) of the Lots within the Subdivision upon compliance with the requirements of Section 6.3 of this Article Six.

6.7 No Waiver.

All of the conditions, covenants, restrictions and reservations contained in these Covenants and Conditions shall be construed together, but if it shall at any time be held that any one of said Covenants and Conditions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof, shall be thereby affected or impaired.

6.8 Owner's Liability Subsequent to Sale.

Upon the sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to these Covenants and Conditions. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site.

6.9 Personal Liability.

No member of the board or any committee of the Association or any officer of the Association, or the manager, if any, or member of the Architectural Control Committee or of Declarant, or any agent of Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity in the administration or performance of duties imposed by this Declaration of Covenants, Conditions and Restrictions (or any Amendment thereof) provided that such person or entity has, upon the

basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

6.10 Benefits and Burdens.

The terms and provisions contained in this Declaration of Covenants, Conditions and Restrictions shall bind and inure to the benefit of the Declarant, the Owners and Occupants of all Lots located within the Subdivision, and their respective heirs, successors, personal representatives and assigns.

6.11 Notice.

Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (1) to the address of the if improved; (2) if the Lot is not improved to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

6.12 Context of Terms.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

6.13 Mortgage.

The term "mortgage" as used herein shall include deeds of trust and trust deeds.

IN WITNESS WHEREOF, Declarant has executed this instrument this 5 day of November, 1996.

L. B. INDUSTRIES, INC.

By: James K Ball

(Corporate Seal)

James K, Ball, Vice President

State of Idaho)
)ss.
County of Ada)

On this 5th day of November, 1996, before me, a Notary Public, in and for said State, personally appeared James K. Ball, known to be the Vice President of L. B. Industries, Inc., the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Minnie L. Dodge
NOTARY PUBLIC
Residing at: Boise, Idaho
My Commission Expires: 4-18-97

(Notary Seal)

MINNIE L. DODGE
NOTARY
PUBLIC
STATE OF IDAHO

TYPE: 22414
ELEANOR HEINRICH
VALLEY COUNTY RECORDER
BY: [illegible]
FEE: 16.00

'96 NOV 6 AM 11 28
REQUESTED BY L.B. Industries
RECORDED

Instrument # 338358
VALLEY COUNTY, CASCADE, IDAHO
1-28-2009 04:07:36 No. of Pages: 5
Recorded for : MILLEMANN, PITTENGER, MCMAHAN
ARCHIE N. BANBURY Fee: 15.00
Ex-Officio Recorder Deputy
Index to: ARTICLES OF INCORPORATION

2008 AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC.

2008 AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC.

Idaho Organizational ID / Filing Number: C159455

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, for the purpose of amending and restating the Articles of Incorporation for Blackhawk Lake Property Owner's Association, Inc., a nonprofit corporation under the laws of the State of Idaho in compliance with the provisions of Title 30, Chapter 3, Idaho Code, does hereby certify, declare that the Members have adopted the following Amended and Restated Articles of Incorporation:

ARTICLE 1. NAME

The name of the corporation shall be **BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC**. (hereinafter, the "Corporation").

ARTICLE 2. TERM

The period of existence and duration of the life of this Corporation shall be perpetual.

ARTICLE 3. NONPROFIT

This Corporation shall be a nonprofit, membership corporation.

ARTICLE 4. REGISTERED AGENT AND MAILING ADDRESS

The location and street address of the registered office of this Corporation shall be 5537 N. Glenwood, Garden City, Idaho 83714, and Advantage Idaho Inc. is hereby appointed the initial registered agent of the Corporation. The mailing address for the Corporation shall be 5537 N. Glenwood, Garden City, Idaho 83714.

ARTICLE 5. PURPOSE AND POWERS OF THE ASSOCIATION

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which the Corporation is formed are to provide for certain regulations for the use and architectural control of the Lots and Common Areas located in Blackhawk Lake according to the plats thereof recorded, or to be recorded, in the official records of Valley County, Idaho (the "Development"), which Development is

encumbered by: 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded January 16, 2009 in Valley County, Idaho as Instrument No. 338125, as the same may be amended from time to time (the "Declaration"); and to promote the health, safety and welfare of the residents within the planned development; and for this purpose to:

(A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length; and

(B) Have and exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or exercise, subject only to limitations' contained in the Bylaws and the Declaration and the amendments and supplements thereto.

ARTICLE 6. MEMBERSHIP

Each person or entity holding fee simple interest of record to a Lot and other real property which is a part of the Development, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation, shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Building Site located in the planned development.

ARTICLE 7. VOTING RIGHTS

Members shall be Owners of Building Sites within the planned development. Members shall be entitled to one (1) vote for each single-family residential Building Site owned by such Members.

ARTICLE 8. BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Corporation, but in no event shall the number be less than three (3). The names and addresses of the persons who currently act in the capacity of Directors are:

NAME	ADDRESS
John Corbett	P. O. Box 510512, Melbourne Beach, Florida, 32915
Bob Peterson	2597 Highway 201, Nyssa, Oregon, 97913
Mike McQuire	1740 Las Canos Road, Santa Barbara, California, 93105
Joe Klobucher	120 Mariah Court, McCall, Idaho, 83638
Troy Smith	2533 Plateau, Boise, Idaho, 83712

Jim Durst	9290 W. Bay Stream Court, Garden City, Idaho, 83714
Clint Esshelman	3321 N. Lena, Boise, Idaho, 83713

ARTICLE 9. ASSESSMENTS

Each Member shall be liable for the payment of assessments provided for in the Declaration and as otherwise set forth in the Bylaws of the Corporation.

ARTICLE 10. DISSOLUTION

The Corporation may be dissolved at any regular meeting, or any special meeting of the Corporation called for that purpose, by the affirmative votes of not less than three-fourths (3/4) of the Members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the real property and other assets of the Corporation, if any, shall be: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created; or (ii) granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes; or (iii) distributed to the Owners of Building Sites to be held by them as tenants in common in proportion to the number of Building Sites within the planned development.

ARTICLE 11. AMENDMENTS

These Articles of Incorporation may be modified or amended with the affirmative vote of the Owners of sixty-five percent (65 %) of Lots within the Subdivision who are present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter. Such modification or amendment shall be immediately effective upon filing the same with the Secretary of State and recording a proper instrument in writing, executed and acknowledged by the Board in the office of the Recorder of Valley County, Idaho. No amendment which is inconsistent with the provisions of the Declaration shall be valid.

ARTICLE 12. MEANING OF TERMS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration including, without limitation, "Association," "Board," "Building Site," "Bylaws," "Common Area," "Member," "Owner," and "Property."

ARTICLE 13. INCORPORATOR

The Corporation was previously established pursuant to Articles of Incorporation dated March 18, 2005. The President of the Corporation, John Corbett, is signing these 2008 Amended and Restated Articles of Incorporation based upon approval of the Members.

These 2008 Amended and Restated Articles of Incorporation were approved at a meeting of the Members of the Blackhawk Lake Property Owner's Association held October 15. 2008, and shall supersede and replace any prior Articles of Incorporation for the Corporation. 49 Members voted, with 46 Members voting to approve, and 3 voting to deny approval. There are a total of 61 Members in the Subdivision, resulting in a total percentage of Members voting to approve of 78.7 %.

IN WITNESS WHEREOF, these 2008 Amended and Restated Articles of Incorporation are hereby amended as aforesaid.

BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION, INC.

By: _____

JOHN CORBETT, President

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 22nd day of December, 2008, before me, Debra Martens, a Notary Public in and for said State, personally appeared John Corbett, known or identified to me to be the President of Blackhawk Lake Property Owner's Association, Inc. that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6/1/2014

STATE OF IDAHO
NOTARY PUBLIC
DEBRA MARTENS

Instrument # 355877
VALLEY COUNTY, CASCADE, IDAHO
10-25-2010 03:33:44 No. of Pages: 3
Recorded for : ADVANTAGE IDAHO
ARCHIE N. BANBURY Fee: 16.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

AMENDMENT 2 TO 2008 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO INCREASE THE SPEED LIMIT FOR SNOWMOBILES, ATVS, MOTORCYCLES, ETC. TO 25MPH

This Amendment is made this 15th day of September 2010.

WHEREAS, the owners of Blackhawk Lake Estates desire to amend Paragraph 3.18 of the Declaration relating to the parking of trailers and motor vehicles,

NOW THEREFORE, the undersigned state:

1. A vote was held in accordance with the governing documents of the Blackhawk Lake Estates subdivision and laws of Idaho and that the required number of lot owners within the subdivision hereby agree that Paragraph 3.18 of the Declaration is hereby amended by deleting the current Paragraph 3.18 and in its place, substituting the following provision:

> **3.18 SNOWMOBILES, ATV'S, MOTORCYCLES, ETC. :** Snowmobiles, ATV's, motorcycles, and other recreation vehicles and equipment (all generally referred to as "Recreation Equipment"), shall not exceed 25mph while operating in the Subdivision. It is the intent of the Association not to allow high speed use of Recreation Equipment anywhere within the Subdivision (including their operation on Lots, Private Roads and Common Areas). The 25 mile per hour speed limit is intended to allow Recreation Equipment to be driven to and from the Subdivision but is not intended to allow recreational use within the Subdivision. All recreational use is intended to occur outside of the Subdivision.

2. The requisite number of owners executing this Amendment was obtained on or before the deadline date of September 15, 2010.

3. In all other respects, the *2008 Amended and Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions, And Restrictions,* shall remain in full force and effect as written except as amended herein.

IN WITNESS WHEREOF, the member of the Board of Directors below enumerated have executed this Amendment to the *2008 Amended and Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions, And Restrictions*, effective the day and year first above written.

Blackhawk Lake Estates Owners Association

By: _____

Its: President

By: _____

Its: Secretary/Treasurer

STATE OF IDAHO)
)ss.
County of Ada)

On this 19 day of October, in the year 2010, before me, Kathleen Hansen, a Notary Public in and for said State, personally appeared John Corbett, known or identified to me to be the President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KATHLEEN HANSEN NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
Residing at: Ada County, Idaho
Commission Expires:
April 6, 2012

STATE OF IDAHO)
)ss.
County of Ada)

On this 19 day of October, in the year 2010, before me, Kathleen Hansen, a Notary Public in and for said State, personally appeared Joe Klobucher, known or identified to me to be the Secretary / Treasurer of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KATHLEEN HANSEN
NOTARY
PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at: Ada County, Idaho
Commission Expires:
April 6, 2012

Instrument # 355878
VALLEY COUNTY, CASCADE, IDAHO
10-25-2010 03:36:02 No. of Pages: 4
Recorded for : ADVANTAGE IDAHO
ARCHIE N. BANBURY Fee: 19.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

AMENDMENT 1 TO THE 2008 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO EXTEND THE ACCEPTABLE PARKING PERIOD FOR TRAILERS AND MOTOR VEHICLES

This Amendment is made this 15th day of September 2010.

WHEREAS, the owners of Blackhawk Lake Estates desire to amend Paragraph 3.17 of the Declaration relating to the parking of trailers and motor vehicles,

NOW THEREFORE, the undersigned state:

1. A vote was held in accordance with the governing documents of the Blackhawk Lake Estates subdivision and laws of Idaho and that the required number of lot owners within the subdivision hereby agree that Paragraph 3.17 of the Declaration is hereby amended by deleting the current Paragraph 3.17 and in its place, substituting the following provision:

> 3.17 **TRAILERS AND MOTOR VEHICLES:** No boats; trailers; campers; motorhomes; commercial cars, trucks, or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis. It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot. All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 14 days, must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed

position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided.

2. The requisite number of owners executing this Amendment was obtained on or before the deadline date of September 15, 2010.

3. In all other respects, the *2008 Amended and Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions, And Restrictions*, shall remain in full force and effect as written except as amended herein.

IN WITNESS WHEREOF, the members of the Board of Directors below enumerated have executed this Amendment to the *2008 Amended and Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions, And Restrictions*, effective the day and year first above written.

Blackhawk Lake Estates Owners Association

By: _____

Its: President

By: _____

Its: Secretary/Treasurer

STATE OF IDAHO)
)ss.
County of Ada)

On this 19 day of October, in the year 2010, before me, Kathleen Hansen, a Notary Public in and for said State, personally appeared A. John Corbett, known or identified to me to be the President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KATHLEEN HANSEN NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
Residing at: Ada County, Idaho
Commission Expires: April 6, 2012

KH On this 19 day of October, in the year 2010, before me, ~~Joe Klobucher~~ Kathleen Hansen a Notary Public in and for said State, personally appeared Joe Klobucher, known or identified to me to be the Secretary / Treasurer of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KATHLEEN HANSEN NOTARY PUBLIC STATE OF IDAHO

Kathleen Hansen

Notary Public for Idaho
Residing at: Ada County Idaho
Commission Expires:
April 6, 2012

Instrument # 415999
VALLEY COUNTY, CASCADE, IDAHO
09-04-2018 11:29:63 No. of Pages: 33
Recorded for: MILLEMANN PEMBERTON & HOLM LLP
DOUGLAS A. MILLER Fee: $106.00
Ex-Officio Recorder Deputy: RRA
Electronically Recorded by Simplifile

BLACKHAWK LAKE ESTATES

2018 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BLACKHAWK LAKE ESTATES
2018 AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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2018 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This 2018 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions ("Covenants and Conditions") is made by the Blackhawk Lake Property Owner's Association, Inc., an Idaho nonprofit corporation. These Covenants and Conditions replace and supersede the following: The 2008 Amended And Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, the First Amendment to 2008 Amended And Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, Amendment 1 to 2008 Amended And Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, Amendment 2 to 2008 Amended And Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; all of which were recorded with the Valley County, Idaho Recorder as Instrument Nos. 338125, 348196, 388578 and 355877 respectively.

ARTICLE 1
PROPERTY SUBJECT TO THIS DECLARATION OF PROTECTIVE COVENANTS

The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this declaration is located in the County of Valley, State of Idaho, and is more particularly described as follows:

> All blocks, lots, streets, drives, roads, and easements platted as Blackhawk Lake Subdivision which was recorded August 10, 1993 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 198035, Book 8, Page 36, as modified by the Amended Plat of Blackhawk Estates Subdivision Phase I, which was recorded August 22, 1994 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 206204 at Book 8, Page 54.; and
>
> All blocks, lots, streets, drives, roads, and easements platted as Blackhawk Lake Estates Phase II which was recorded November 1, 1996 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 221848 of the Official Records of Valley County, Idaho, at Book 8, Page 82 of Plats; and
>
> All blocks, lots, streets, drives, roads, and easements platted as The Reserve At Blackhawk Lake which was recorded October 19, 2005 in the office of the County Recorder of Valley County, Idaho, as Instrument Number 301836 of the Official Records of Valley County, Idaho, at Book 10, Page 27 of Plats.

And, that certain real property which is the subject of the Blackhawk Lake Estates Common Area Addition Final Plat recorded with the Valley County, Idaho Recorder as Instrument No. 348194, which real property is currently owned by the Association and shall be considered Common Area.

ARTICLE 2
GENERAL PURPOSES AND DEFINITIONS

2.1. The real property described in Article 1 hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable Improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the Subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the Subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the Owners of Lots in the Subdivision.

2.2. As used herein the following words and terms shall have the following meanings.

2.2.1. "Architectural Control Committee" shall mean that certain committee initially established to review and approve construction plans and plans for improvement of the Lots within the Subdivision.

2.2.2. "Association Documents" shall mean the various operative documents of the Blackhawk Lake Property Owner's Association, including: (a) the Articles of Incorporation; (b) the Bylaws; (c) these Covenants and Conditions; (d) the Design Guidelines; (e) all Rules and Regulations promulgated by the Board; and, (f) all amendments and supplements to any of the aforementioned documents.

2.2.3. "Blackhawk Lake Property Owner's Association" (hereinafter such association may sometimes be referred to as the "Association") shall mean that certain property owner's association which has been established as a non-profit corporation of which every Owner of property within the Subdivision shall be a member.

2.2.4. "Building Site(s)" of "Sites" shall mean any contiguous plot of the Subdivision the size and dimensions of which shall be established by the legal description in the original conveyance from any Prior Declarant to the first fee Owner (other than the Prior Declarant) of said plot of the Subdivision.

2.2.5. "Common Areas" shall mean and include collectively all real property or Out Lots within the Subdivision which are designated to be owned or are owned by the Association, including (without limitation) any real property

upon which Common Facilities are located or are intended to be located. The term "Common Area" shall not include any real property owned by or reserved for governmental entities.

2.2.6. "Common Facilities" shall mean the facilities that were developed by a Prior Declarant and facilities developed by the Association for the general use of the Owners, their families and guests which is located, or to be located, within the Subdivision and any other facilities of a similar nature which the Association may from time to time own, lease, operate or otherwise control. It is specifically noted that Common Facilities include, among other things, the beds and banks (up to the plotted Lot lines) of Blackhawk Lake and Blackhawk Pond; and all water rights, dams and water conveyance systems relating to Blackhawk Lake and Blackhawk Pond (including the fire hydrant equipment and systems located within the Subdivision).

2.2.7. "Improvements(s)" shall mean structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, accessory buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings and other landscaping, signs and external lighting.

2.2.8. "Lot" shall mean each lot reflected on the recorded plat of the Subdivision.

2.2.9. "Occupant" shall mean and include any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building Site or Sites whether or not such right is exercised as well as their heirs, assigns and successors in interest.

2.2.10. "Owner" or "Owners" shall mean the party or parties having any fee hold estate interest in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgage, under deed of trust or other security holder in actual possession of any Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

2.2.11. "Out Building" shall mean an enclosed covered building to be used as a barn, garage or for other purposes not directly attached to the main structure which it serves. Such a structure may be constructed only in accordance with these Covenants and Conditions, and only if it complies with Valley County Ordinances. No kitchens are permitted in Out-Buildings.

2.2.12. "Out Lot" shall mean real property that has been reserved for open space, roadways, utilities or recreational facilities.

2.2.13. "Maid/Guest House" shall mean a residential structure for use as servant's quarters or guest quarters which is attached to the main residential structure.

2.2.14. "Prior Declarants" shall mean L.B. Industries, Inc., an Idaho corporation, which was the entity named as a Declarant pursuant to prior versions of these Covenants and Conditions, as well as Sage SGI, LLC, an Idaho limited liability company which was assigned Declarant's rights pursuant to an Assignment and Assumption of Declarant's Rights recorded with the Valley County, Idaho Recorder prior to these 2018 Amended and Restated Covenants and Conditions.

2.2.15. "Private Roads" shall mean all ingress and egress roadways within the Subdivision beginning and ending from the points of ingress and egress from West Mountain Road. Private Roads will not be provided County or State services such as snow removal and repairs and thus, the Association is required to provide all necessary services. Common Area Private Roads have been deeded to the Association.

2.2.16. "Single Family Residence" shall mean a single family residential building together with not more than one (1) out building.

2.2.17. "Subdivision" shall mean the land described in Article 1. The Association has an obligation to cooperate with Prior Declarants pursuant to a Settlement Agreement between the Prior Declarants and the Association dated February 9, 2007, to amend Article 1 to include additional land owned by the Prior Declarants, more specifically described in the Settlement Agreement as Blackhawk Lake Estates Phases 3, 4 and 5.

ARTICLE 3
COVENANTS AND CONDITIONS

3.1 **LAND USE AND BUILDING TYPE**: No Building Site shall be used except for residential purposes, and each Site shall be limited to one Single Family Residence which may include an attached Maid/Guest House if it complies with applicable zoning and health department requirements. No building shall be erected, altered, placed, or permitted to remain on any Site other than for residential or recreational purposes or for a private garage, barn, and other out buildings incidental to residential use of the premises. All structures constructed on any Building Site shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Building Site. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out building located or erected on a Building Site covered by these covenants shall at any time be used for private habitation, except in the following situations:

(a) During the construction period for a given Lot (which must be completed within eighteen (18) months - see Section 3.13) a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation of the Lot Owner and/or Occupants as approved on a case by case basis by the Architectural Control Committee.

(b) After the construction of a Single-Family Residence has been completed upon a Lot, a recreational vehicle (camping trailer or motorhome) may

be used for temporary habitation by guests for consecutive periods not exceeding fourteen (14) days or nights. **At the conclusion of such fourteen (14) consecutive day or night occupancy period, the recreational vehicle must be removed from the Building Site for at least fourteen (14) consecutive days.**

3.1.1 **No Lot shall be used for any retail commercial or business purposes whatsoever, except for Home Office as described in Section 3.33 following.**

3.1.2 For the security of our Gated Community, daily visitors are not allowed without Property Owners knowledge. No unaccompanied daily guests or visitors are allowed to use the community's amenities, lake or clubhouse without an owner present in the community.

This DOES NOT apply to unaccompanied guests staying at the Owners home. However, we strongly encourage the Owner to notify the Associations Manager of any such Guests and offer contact information or description and or license number of the Guests' vehicle. The Associations Manager will provide the Guests with a unique 24/7 Gate Code for their use during their stay, which will be discontinued upon their departure. Lot Owners are never to give out their "owner gate codes" or openers to anyone other than family.

All Guests will be subject to the rules of the Association and the Owner must provide their guests with a copy of the current Association "Guest Rules" and advise them that they are responsible to read and follow the rules; however, the Owners are responsible for any violation of Association rules by their Guests.

3.2 **APPROVAL OF CONSTRUCTION PLANS**:

3.2.1 No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any addition thereto or change or alteration therein be made unless it complies with the Valley County, Idaho zoning ordinances in existence with respect to the property and until the complete plans and specification (including, but not limited to, the floor, elevations, plot, grading, and landscaping plans); provisions for off-street parking; the specifications of principal exterior materials and color schemes; and the location, character and method of utilization of all utilities) have been submitted to the Architectural Control Committee approved in writing, by the Architectural Control Committee Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

3.2.2 The procedures dealing with the submission of plans to the Architectural Control Committee are set forth in Article 4.

3.3 **MINIMUM FLOOR AREA AND BUILDING HEIGHTS**:

3.3.1 Single Family Residence – All main residence structures permitted on any Building Site are subject to the following provisions: The minimum required habitable floor area of a main residence is 2000 square feet, excluding basements, porches, and garages; and, a minimum of a two-car garage is required. The ACC suggests that, during the designing and planning stages of building a new home, the owner take into consideration the following: Pursuant to Section 3.17 below, all boats, trailers, campers, motorhomes, snowmobiles, all-terrain vehicles, motorcycles and other motorized vehicles, must be parked inside or be concealed from the sight of any traffic along Subdivision roads.

3.3.2 Single Family Residence – no main residence structure shall be permitted to have more than two (2) above ground floors (a daylight basement shall not generally be considered an above ground floor). In the case of a two (2) story structure, the first floor shall have no less than 1,000 square feet of the required 2,000 square feet of total habitable floor area.

3.3.3 Maid/Guest House – the attached Maid/Guest House referenced in these covenants shall not be permitted on any Building Site covered by these covenants, unless it is accepted and complies with all applicable zoning and health department requirements. The total number of habitable floors shall not be more than two (2).

3.3.4 The maximum height of any building shall be compliance with the Valley County zoning ordinances.

3.4 **IN-HOUSE FIRE SUPRESSION SYSTEMS**: As a result of improvements made to West Mountain Road in 1995 and 1996, in-house fire suppression systems are no longer required to be installed within residential structures built in the Subdivision. In light of the rural nature of the Subdivision and the distance to the closest fire station it is recommended, however, that Owners install fully functional, in-house, fire suppression, water sprinkling systems or monitored fire – smoke – burglar alarm systems (which have been inspected and approved by an inspector licensed by the Idaho State Fire Marshall's Office) in all residential structures.

3.5 **SET BACK REQUIREMENTS:** Some Lots have designated building envelopes as per the recorded Master Plan and Plat, if a building envelope is designated for a given Lot, all Improvements must stay within the designated building envelope. In the case of Lots where a building envelope is not designated on the Master Plan and Plat the setbacks will be a minimum of twenty (20) feet in Front, Back, and on each side. The location of such Improvements must receive the advance approval of the Architectural Control Committee, as more completely described herein. In all cases the location of all such Improvements shall conform to the Valley County zoning regulations then in effect.

3.6 **FENCES**: To maintain and preserve the natural beauty of land, no fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any

Lot for any purpose whatsoever, except such fences, walls, or barriers that are attached to the main structure for privacy or enclosure of pets as may be approved by the Architectural Control Committee (in no case will chain link fencing, enclosures or barriers be approved). No lot line fencing will be permitted.

3.7 **SIGNS**: No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) square feet designating the Owner of any Building Site, one sign of not more than six (6) square feet advertising the property for sale or rent.

3.8 **EASEMENTS**: Easements and rights-of-way as described on the recorded plat of Blackhawk Lake Subdivision have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the Subdivision. Road rights-of-way and easements shown on the plat contain utility, easements, and easements for other purposes. No dwelling, Improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

3.9 **GARBAGE AND REFUSE DISPOSAL**:

3.9.1 No part of the Subdivision above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste; at all times the Subdivision shall be maintained in a sanitary condition.

3.9.2 Reasonable precaution shall be taken against fire hazards. No outdoor burning of any kind shall be permitted upon the Building Sites, except for cooking and such additional burning as shall be in strict compliance with all applicable governmental and Association rules and regulations, including but not limited to permitting requirements. The Association may promulgate Rules and Regulations with regard to outdoor burning.

3.9.3 All Property Owners shall use the trash receptacles placed near the Community Lodge for collection of personal trash and garbage. All cardboard must be flattened or taken to a recycling center. No individual commercial trash containers shall be placed at the front of any residence at any time.

3.9.4 Contractors doing construction work must provide their own appropriate Trash Containers to rid the job site of all trash and Garbage. No Construction trash or garbage is allowed to be placed in the Community trash receptacles.

3.10 **TREES**: **Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a Lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Architectural Control Committee.**

3.11 **ANIMALS**: No animals, of any kind, except for household pets, (it is specifically noted that livestock, poultry and wild animals are not to be considered household pets) shall be; raised, bred, or kept on any portion of the property. Household pets may be kept for personal or noncommercial recreational purposes only. Pets must be kept within the boundaries of the Lot unless accompanied by and under the positive control of the Owner, which may include the use of a leash. Owners shall be responsible for the cleanup of animal waste in all areas outside their Lots, including but not limited to the Common Areas.

All pet enclosures must match the colors of the main structure on the Lot, be attached to the main structure on the Lot and receive the prior approval of the Architectural Control Committee.

Idaho Law prohibits dogs from disturbing or chasing wildlife. Fish and Game Policy allows for destruction of dogs in the pursuit of big game animals. Owners may be cited and fined.

3.12 **LANDSCAPING:** In order to insure protection of the water quality of Blackhawk Lake and Blackhawk Pond and the natural environment, all-natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared Sites will be landscaped and completely planted in native grasses and trees. In no case will total ground clearing such as with equipment like "brush hogs" or other similar devices ever be used on Owner Lots. Outside of the formally landscaped areas approved by the ACC natural areas will be left "natural" with the exception of the removal of noxious weeds. The Architectural Control Committee may approve limited construction of gardens, lawns, and exterior living areas, **however, no fertilizers containing molecular nitrates or phosphates shall be used or placed upon or within any Lot. Only approved fertilizers shall be used, at such times and in such manner as prescribed by the Association. Well water shall be restricted to domestic use only (domestic use is deemed to include non-commercial use of water for human and animal consumption, cleaning, washing, sanitation systems and reasonable watering of houseplants and exterior gardens and lawns).**

3.13 **CONTINUITY OF CONSTRUCTION**: All structures commenced in this Subdivision shall be prosecuted diligently too completion and shall be completed within eighteen (18) months of issuance of building permit unless approved in writing by the Architectural Control Committee. Construction of the required two car garage will be concurrent with the Construction of the Home. Any other "Out-Building" must be built concurrently with the Home or by separate approval of the ACC at a future point in time. Only one separate Out-Building or detached Garage is permitted on any Lot. Landscaping must be completed the first Fall after completion of the Home unless otherwise approved by the ACC.

3.14 **NUISANCE, FIREARMS, and DRONES**: No noxious or offensive activity shall be carried on within the Subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the Subdivision. Fire arms as used herein shall be construed to

mean not only rifles, pistols and cannons, but also fireworks, explosives, air rifles, BB guns, or similar devices. No Drones or similar remote controlled flying devices are allowed to be operated within the boundaries of BLE. Exceptions may be considered by the Board for an Owner or Realtor to take pictures of property For Sale but the filming may only be of the Owners Lot. Other uses may be approved by the Board of Directors on a case by case basis (i.e. an Owners Family's Wedding or other).

3.15 **SEWAGE DISPOSAL**: If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, each dwelling must use a sanitary disposal system of a design and installation approved by Valley County, the Central District Health Department and the Idaho Department of Health and Welfare.

3.16 **PARKING**:

3.16.1 Parking shall be accommodated on Site with no parking allowed on Subdivision private or public streets. Each Site shall provide at least a two-car garage and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

3.16.2 Parking in Common Areas shall be limited to those locations designated as being available for parking. Parking in these areas shall be for temporary purposes incidental to the use of the Common Areas and Common Facilities. No overnight parking or overnight camping shall be permitted in the vehicles located in the Common Areas.

3.17 **TRAILERS AND MOTOR VEHICLES**: No boats; trailers; campers; motorhomes; commercial cars, trucks or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis. It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot. All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 14 consecutive days must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year-round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not

display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided.

3.18 **SNOWMOBILES, ATVS, MOTORCYCLES, ETC.** : Snowmobiles, ATVs, motorcycles, and other recreational vehicles and equipment (all generally referred to as "Recreational Equipment"), shall not exceed 25 mph while operating in the Subdivision. It is the intent of the Association not to allow high speed use of Recreational Equipment anywhere within the Subdivision (including their operation on Lots, Private Roads and Common Areas). **The 25 mile per hour speed limit is intended to allow Recreational Equipment to be driven to and from the Subdivision but is not intended to allow recreational use within the Subdivision. All recreational use is intended to occur outside of the Subdivision.**

3.19 **COMMERCIAL MACHINERY AND EQUIPMENT**: No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other Improvements within the Subdivision.

3.20 **ANTENNAS**: Except as specified herein, antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Building Site. Satellite or digital antenna dishes of 34 inches in diameter or less (such as DirecTV or Dish TV) may be attached to the back, or side of a dwelling but not the front without ACC approval.

3.21 **STORAGE TANKS**: Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located above ground and concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee. Propane tanks shall be buried below ground.

3.22 **HOUSE NUMBERS** :Each dwelling shall have a street number placed at or near the street entrance to the Lot.

3.23 **FISHERY MANAGEMENT**: The Association shall establish fishery management procedures (including, but not limited to, stocking and harvesting procedures and fishing rules) as needed to protect the health and welfare of the fish habitat. In establishing fishery management procedures, the Association will endeavor to comply, where applicable, with the rules and regulations as established from time to time by Idaho Fish and Game. Owners and their guests shall be required to comply with the most current fishing rules published by the Association.

3.24 **MAINTENANCE OF DAMS, WATER CONVEYANCE SYSTEMS AND WATER QUALITY**: The Association shall have the authority to adopt rules and

regulations to ensure and maintain the safety and function of the dams that retain water in the reservoirs known as Blackhawk Lake and Blackhawk Pond; the water conveyance systems leading into and out of Blackhawk Lake and Blackhawk Pond; and the natural beauty and water quality of Blackhawk Lake and Blackhawk Pond. Water Rights granted to BLPOA prevent the pumping of water from Blackhawk Lake or Blackhawk Pond for any use other than emergency fire-fighting, therefore no Owner may use lake water for watering their landscape or for a water feature on the property. Notwithstanding the foregoing, irrigation water from the small pond for the entrance gate area is permitted.

3.25 GENERAL RESTRICTIONS APPLICABLE TO COMMON AREAS AND COMMON FACILITIES:

3.25.1 Title to the Common Areas and Common Facilities has been transferred to the Association.

3.25.2 Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Common Facilities:

(a) Members of the Association (Owners), their immediate families, guests and the tenants of such members.

(b) Such other persons or entities as the Association shall from time to time grant the right of use.

3.25.3 The use of Common Areas and Common Facilities shall at all times be subject to the rules, regulations and user charges, if any, prescribed by the Association from time to time.

3.25.4 The use of said Common Areas and Common Facilities shall be subject to such easements and reservations of rights hereinafter described and made of record.

3.25.5 Only the Association shall be permitted to engage in construction, excavation or other work which in any way alters any Common Area or Common Facility. Construction, excavation or other work shall only be made in strict compliance with provisions of Section 3.26.

3.25.6 Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.

3.25.7 There shall be no use of a Common Area or Common Facility which injures, erodes, or scars the same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association and in any event, there shall be no use of a Common Area or Common Facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.

3.25.8 There shall be no camping in any Common Area.

3.26 **COMMON AREAS**: No Improvement, excavation or work which in any way alters such Common Area shall be made or done except upon strict compliance with the following provisions of this Section:

3.26.1 With the exception of a public utility or governmental agency (by right of easement), only the Association shall have the right to construct Improvements upon, or make any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub, or other vegetation, upon, or plant any tree, shrub or other vegetation upon any Common Area.

3.26.2 If the Association, or any entity under right of easement, proposes to construct a new Improvement or alter the exterior of an existing Improvement upon a Common Area, or to make any excavation or fill upon, or to change the natural or existing drainage of surface waters, upon a Common Area, it shall not do so until a permit has been obtained from the Architectural Control Committee. The Association, or entity proposing to do such work shall submit to the Architectural Control Committee for approval plans for such work in such form and containing such information as the Architectural Control Committee may require. The Architectural Control Committee shall approve the plans so submitted if the following conditions have been satisfied:

(a) If the plans are to construct any new Improvement, including any alteration of the exterior of any existing Improvement, the Architectural Control Committee finds that such Improvement complies with these Covenants and Conditions; and

(b) That such work if under right of easement: (aa) is reasonably necessary for any utility installations serving any property within the Subdivision or any property to be annexed to the Subdivision, (bb) is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property, or (cc) is desirable to protect or preserve any property within the Subdivision; and

(c) The Architectural Control Committee finds that the proposed work shall not materially prejudice the Subdivision.

3.26.3 Without approval of the Architectural Control Committee, the Association may:

(a) Construct, reconstruct, replace or refinish any Improvement or portion thereof upon Common Areas in accordance with the plans for such Improvement as they existed upon the Common Area when it was conveyed to the Association;

(b) Replace destroyed trees or other vegetation with native plants, and, to the extent that the Association deems necessary; plant other native trees, shrubs, ground cover and other native vegetation;

(c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.

3.27 **MINING/OIL DRILLING**: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Subdivision, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Subdivision or within five hundred (500) feet below the surface of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Subdivision.

3.28 **WORK IN PROGRESS**:: The Architectural Control Committee or its representative may inspect all grading and construction work while such work is in progress and give notice or non-compliance when it believes that the provisions of this Declaration have not been complied with, and such person(s) shall not be deemed guilty of trespass by reason of such entry. If no notice of non-compliance has been sent, then the Owner shall be deemed to be in compliance upon occupancy of the dwelling and related structure and other Improvements.

3.29 **RESTRICTION ON FURTHER SUBDIVISION**: No Lot within the Subdivision shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented. The provision of this Section shall not apply to the division of any Lot between adjoining Lots.

3.30 **BOATING AND OTHER ACTIVITIES ON THE LAKE AND POND**: In order to preserve the water quality and serenity of Blackhawk Lake and Blackhawk Pond, the following restrictions will apply:

3.30.1 Use of boats, canoes and rafts upon Blackhawk Lake and Blackhawk Pond is limited to sailing, floating, touring and fishing at speeds of less than fifteen (15) miles per hour.

3.30.2 Boats, canoes and rafts may be powered by electric motors, sails or human power, but no petroleum powered motors are permitted to be used or placed within Blackhawk Lake or Blackhawk Pond.

3.30.3 No water skiing, jet skiing or motorized racing of boats, canoes or rafts is permitted on Blackhawk Lake or Blackhawk Pond.

3.30.4 <u>No activity of any kind shall be permitted on Blackhawk Lake or Blackhawk Pond at any time that they are frozen, including but not limited to snowmobiling, skiing, snowshoeing and sledding.</u>

3.30.5 Only Lots having frontage on Blackhawk Lake are permitted to have private boat docks and no more than one dock will be permitted per Lot. <u>Private boat docks shall not exceed 16 feet in length and 5 feet in width.</u> Docks and walkways to docks shall not disturb wetland and riparian habitat that surrounds Blackhawk Lake. Dock design and location must be approved by the Architectural Control Committee and conform to Federal, State, and County laws.

3.31 **INFESTED TREE REMOVAL, FOREST MANAGEMENT AND WEED CONTROL:**

3.31.1 The Board of Directors shall have the right to appoint a Forest Management Committee, to consist of three members.

3.31.2 All of the trees in the Long Valley are potentially susceptible to infestation by bugs or other pests. In an effort to prevent such infestation from spreading throughout the Subdivision, the Forest Management Committee may from time to time consult with professional foresters to inspect the trees in the Subdivision. The right of ingress/egress on the lots of the Subdivision for such periodic inspection is hereby granted to the Forest Management Committee and their authorized agents. In the event any trees are found to be diseased, infested, or otherwise constitute a hazard to the other trees in the Subdivision, a right is hereby granted to the Forest Management Committee to have such tree(s) removed upon reasonable notice to the Lot owner at the cost of the Lot owner.

3.31.3 The Association may from time to time adopt, amend and repeal rules and regulations to be known as "Forest and Grounds Management Guidelines" with the affirmative vote of the Owners of fifty-one percent (51 %) of Lots within the Subdivision who are present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter. Said rules shall set forth in more detail the standards and procedures for any Committee review, and may set enforceable guidelines with regard to forest and grounds management including but not limited to the following: removal of fresh cut timber from a Lot, removal of dead and dying trees, thinning of tree density, non-flammable fuel break around the perimeter of a dwelling, and other fire protection measures related to timber, brush and fuel breaks, as well as noxious weed control.

3.32 **EXTERNAL LIGHTING**: Exterior lighting shall be part of the architectural concept of the improvements on a Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design and shall be as approved by the Architectural Control Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. For instance, flood lights and other similar bright lights shall not be allowed; and all lighting shall be shielded and directed downward. Clear glass shall not be used on exterior light fixtures. All exterior lighting shall be in compliance with the Valley County lighting ordinance.

3.33 **HOME OFFICE**: A Lot may be used for a Home Office, so long as, in the Association's reasonable judgment, such activity would not:

(a) create additional vehicular traffic to or from such Lot;

(b) employ persons at such Lot other than those residing at such Lot;

(c) require storage of any significant materials, machinery, inventory or other items on such Lot;

(d) require processing of materials into finished products or the assembly of parts produced off site;

(e) require additional parking at such Lot, whether for customers, delivery or otherwise;

(f) be incompatible with the quiet enjoyment of the surrounding Lot by such Lots' Owners; or,

(g) otherwise violate the provisions of the C&Rs.

(h) As related to in section 3.1.1 no Lot shall be used for any retail, commercial, or business purpose, whatsoever other than a Home Office as defined here.

ARTICLE 4
ARCHITECTURAL CONTROL

4.1 **PURPOSE**: In order to preserve the natural beauty of Blackhawk Lake Estates and its setting, to maintain Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, exterior design, landscaping and use of all new development and additions, changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review.

4.2 **OBJECTIVES**: Design review shall be directed towards attaining the following objectives for the Subdivision:

4.2.1 Preventing excessive or unsightly grading, indiscriminate earthmoving or clearing of property, removal of trees and vegetation which could cause disruption of natural watercourses or scar natural landforms.

4.2.2 Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lot and with surrounding Lots and structures;

4.2.3 Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's over-all appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetation, and with development plans, zoning requirements and other restrictions officially approved by the Association or any government or public authority, if any, for the areas in which the structures are proposed to be located;

4.2.4 Ensuring that plans for the landscaping of open spaces provide visually pleasing settings for structures on such Lots and on adjoining and nearby Lots and blend harmoniously with the natural landscape;

4.2.5 Ensuring that any development, structure, building or landscaping complies with the provisions of this Declaration, including but not limited to, those provisions set forth in Article 3, and all applicable provisions of the other Association Documents; and,

4.2.6 Ensuring that building design and construction techniques respond to energy consumption and environmental quality considerations such as heat loss, air emissions, and run-off water quality.

4.3 ARCHITECTURAL CONTROL COMMITTEE:

4.3.1 The Association has established an Architectural Control Committee ("ACC") which shall consist of three members appointed by the Board. The members need not be Owners or Lessees of Lots. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association or such other annual time period as the Board may determine. Any such member may be removed with or without cause by the Board at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.

4.3.2 The ACC shall operate in accordance with its own rules of procedure. Said rules shall be filed with the Association and maintained in the records of the Association and shall be available to members of the Association.

4.3.3 The ACC is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, engineers, building contractors, consultants, inspectors and such other staff or consultants who shall be reasonably necessary to advise and assist the ACC in performing the design review functions prescribed in this Article 4. Such consultants may be retained to advise the ACC on a single project, on a number of projects, or on a continuing basis.

4.4 ACC APPROVAL AND CONTROL:

4.4.1 Neither the Association nor any Owner, lessee or any agent or contractor of the foregoing, shall perform any of the following without prior approval by the ACC of the plans and specifications for the project and the construction procedures to be used to insure compliance with Article 3: grading, clearing, or other ground disturbance; landscaping; construction of a building, fence, deck, patio, or other structure; erection of a sign; installation of exterior lighting; cutting, grubbing or removal of trees or vegetation; modification, change or alteration of the exterior of any existing structure, including staining or painting if a color materially different from the existing color; paving; the construction or exterior alteration of any improvements to any Lot or other property or building or structure thereon; or the change of the use of any Lot or other property or building or structure thereon. Alterations or remodeling which are completely within a building or structure and which do not change the exterior appearance and are not visible from the outside of the structure may be undertaken without ACC approval, provided such alterations or remodeling do not change the use of, or the number of dwelling units located on the Lot, or amount of commercial space in, the building or structure. All actions taken by the ACC shall be in accordance with Design Guidelines established by the ACC which shall be published as set forth in Section 4.5 and shall be in accordance with the purposes and intents of the Association Documents. Such Design Guidelines may be amended from time to time pursuant to Section 4.5 below. In the case of

any challenge to a decision of the ACC, the decision shall be upheld unless the Board finds by clear and convincing evidence the decision to be: (i) in express violation of the Association Documents; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive. The ACC or its designated representative may inspect any approved project to the extent required to ensure that the construction or work on such project complies with any and all approved plans and construction procedures as well as any conditions of approval proposed by the ACC. The ACC or its designated representatives may enter upon any Property at any reasonable time or times to inspect the progress, work status, or completion of any project. In addition to any other remedies described herein, the ACC may withdraw approval of any project thereby stopping all activity at such project, as provided in the Design Guidelines.

4.4.2 Any material to be submitted or notice to be given to the ACC shall be submitted to the Board at its address, unless the ACC gives notice of a separate address to the members of the Association.

4.5 **DESIGN GUIDELINES**: The Association shall promulgate and publish rules and regulations that shall state the general design theme of all projects in the Subdivision, specific design requirements, and the general construction procedures that will or will not be allowed in the Subdivision. The Association shall also promulgate and publish rules and regulations that shall set forth the procedures to be followed and material which must be provided by any member of the Association or such member's authorized agents in order to obtain review of proposed construction by the ACC. The Design Guidelines may contain general provisions applicable to all of the Subdivision, as well as specific provisions which vary from one portion of the Subdivision to another depending upon the location, unique characteristics, and intended use.

4.6 **AMENDMENT OF DESIGN GUIDELINES:** The Design Guidelines may be amended as follows: the ACC may propose amendments to the Board, or the Board may adopt amendments of their own volition.

Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements commenced after the date of such amendment only and shall not apply to require modifications to or removal of Structures previously approved once the approved construction or modification has commenced; provided, the construction or modification has proceeded in accordance with the plans and specification therefore, as approved.

The ACC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Subdivision, and all such Persons shall conduct their activities in accordance with such Design Guidelines. The burden shall be on the owner and the builder to ensure that they have the most current Design Guidelines.

4.7 **REVIEW FEE**: The ACC may set a review fee schedule sufficient to cover all or part of the cost of ACC time, consultant's fees, and incidental expenses.

Applicants for design review may be required to deposit with the ACC a fee which the ACC deems sufficient to cover the costs of design review from which the actual costs shall be deducted when determined and the balance returned to the applicant following completion of the design review procedure.

4.8 **ENFORCEMENT OF PROVISIONS**: The Board shall be responsible for the enforcement of the restrictions set forth in Article 3 of this Declaration and the Design Guidelines; and, in the event that the ACC is unable through the process and procedures provided in the Design Guidelines to secure compliance, then the ACC shall refer the matter to the Board. This provision shall not limit the right of the Association to act under other provisions of the Covenants and Conditions. Subsequent to the completion of construction or action subject to review under Section 4.4, the Association shall have primary responsibility to enforce such restrictions.

4.9 **LAPSE OF ACC APPROVAL**: Approval of the design of a project shall lapse and become void eighteen months following the date of final approval of the project, unless prior to the expiration of one year, a building permit is issued, and construction is commenced and diligently pursued toward completion. An Owner may request an extension prior to expiration of the eighteen-month period by filing a written request therefore with the ACC, which request shall be reasonably granted; however, the ACC may grant such an extension subject to reasonable restrictions or conditions.

4.10 **LIABILITY**: Neither the Association nor the ACC nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article 4 nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article 4 shall not relieve the Owner or Lessee of strict compliance with applicable governmental laws or regulations.

4.11 **EXTERIOR MAINTENANCE**: The Board may, by vote of a majority of the members present at any meeting, after 30 days notice to the Owner and, if applicable, the Lessee of the Lot, request that the Association provide exterior maintenance and repair upon any Lot, as follows:

(a) If any Owner fails to maintain his Lot or improvements on such Lot or fails to perform any acts of maintenance or repair required under these Covenants and Conditions or the Design Guidelines, the Association may provide exterior maintenance and repair upon such Lot and improvements thereon, after 30 days prior written notice to the Owners and, if applicable, the Lessees of the Lot. In addition, the Association may, without notice, make such emergency repairs and maintenance as may in its judgment be necessary for the safety of any person or to prevent damage to any other property. The cost of such exterior maintenance and repair shall be assessed against the Owner of such Lot; shall be a lien and obligation of the Owner pursuant to Section 5.7 and Section 5.8 herein; shall be a joint and several liability of the Owners of the Lot. For the purpose of performing the exterior maintenance authorized by this Section, the Association,

through its duly authorized agents or employees, shall have the right, after reasonable notice to any Owner, to enter upon such Lot during reasonable hours on any day except Saturday or Sunday. The Association or its designee is hereby granted an irrevocable license over all property in the Subdivision to inspect (in a reasonable manner) property within the Subdivision in order to determine whether any maintenance or repair is necessary under this Section.

(b) Neither the Association, nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any Lot or improvements or portion thereof or to repair or maintain the same. The Association or any other person, firm or corporation undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any Lot, improvements or portion thereof.

ARTICLE 5
PROPERTY OWNER'S ASSOCIATION

5.1 **ORGANIZATION**:

5.1.1 A non-profit homeowners' corporation called the "Blackhawk Lake Property Owner's Association" has been created and is generally referred to herein as the "Association". The Association shall exercise the powers and authority granted by these Covenants and Conditions (according to the Association's Bylaws and Articles of Incorporation).

5.1.2 The Association is with the duties and empowered with the rights set forth herein and in its By-Laws. Its affairs shall be governed by its Articles and By-Laws and by these Covenants and Conditions.

5.1.3 In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties, and obligations of the Association.

5.2 **MEMBERSHIP**:

5.2.1 Each Owner of a Lot shall be members of the Association.

5.2.2 If more than one person owns the Lot giving rise to the appurtenant membership, all of said persons shall be deemed one membership and the membership shall be in the name of one designated individual. With respect to each Lot, the Board of Directors (the "Board") shall at all times have the power to limit the number of persons (other than immediate family of the designated member) who shall have the right to use the Common Areas and Common Facilities under any one membership.

5.2.3 The rights, duties, privileges and obligations of a member shall be in accordance with these Covenants and Conditions, the Articles and By-Laws.

5.2.4 In the event of the dissolution of the Association, upon the formation of an

unincorporated association, each member of the Association shall be a member of the unincorporated association and shall have an underlying beneficial interest in all of the property transferred to or for the benefit of said unincorporated association; provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition.

5.3 **PURPOSE**:: The purpose of the Association shall be the maintenance of roads, traffic control, planting areas within roadways, security, fishing habitat, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all lot Owners.

5.4 **VOTING RIGHTS**: One vote for each Lot owned. Owners shall have no right to cumulate their votes. The right to vote may not be severed from the property to which it relates and any sale, transfer or conveyance of fee title of the property to a new Owner, shall operate to transfer the appurtenant vote or votes to the grantee.

5.5 **DUTIES OF THE ASSOCIATION**:

5.5.1 The Association shall accept as members all persons described in Section 5.2 above.

5.5.2 Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all property vested in it to an independent corporate trustee to hold same in trust for the unincorporated association to be formed for the benefit of the Members.

5.5.3 The Association shall maintain and operate any Common Areas and Common Facilities which it owns for the benefit of those entitled to use such facilities pursuant to these Covenants and Conditions.

5.5.4 The Association shall, at the expense of the Owner, provide for the maintenance of any Lot or Improvement thereon which is not maintained by the Owner in accordance with the requirements of these Covenants and Conditions.

5.5.5 The Association shall pay all taxes and assessments levied upon any association property.

5.5.6 The Association shall contract for or otherwise provide such services as required by majority vote of the membership.

5.5.7 At a minimum, the Association shall obtain and maintain in force the following policies of insurances:

(a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association.

(b) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

(c) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars ($1,500.00) and a limit of not less than Five Hundred Thousand Dollars ($500,000.00) per accident.

The above policies of liability insurance shall cover as insureds the Association, the Board, the Architectural Control Committee, the Owners of all Lots in the Subdivision, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against any Owner.

5.5.8 The Association shall accept and act upon applications submitted to if; for the development of additional Common Facilities.

5.5.9 The Association shall from time to time make, establish, promulgate, amend and repeal Association rules and establish user charges for Common Facilities.

5.5.10 The Board shall appoint and remove members of the Architectural Control Committee pursuant to Section 4.3.1.

5.5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges. It is specifically noted, however, that all assessments shall be uniform as to each Lot. The cost of maintenance, repair and snow removal of Private Roads and the cost of maintenance and repair of all Common Areas and Common Facilities in the Subdivision shall be divided equally between the Building Sites so that each Lot is assessed an equal prorated portion of the total assessment for the Subdivision.

5.5.12 The Association shall take such actions, whether or not expressly authorized by these Covenants and Conditions, as may reasonably be necessary to implement and enforce these Covenants and Conditions, the Association rules and the Architectural Control Committee rules.

5.6 **POWERS AND AUTHORITY OF THE ASSOCIATION**: The Association shall have all of the powers set forth in its Articles of Incorporation, including the power to levy and collect assessments from all members hereinafter provided, together with its general powers as a non-profit corporation (subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in these Covenants and Conditions) to do all lawful things which may be required to be done by the Association under these Covenants and Conditions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the

peace, health, comfort, safety and/or general welfare of the members of the Association. Without in any way limiting the generality of the foregoing:

5.6.1 The Association shall have the power and authority at any time without liability to any Owner, to enter upon any Lot for the purpose of enforcing these Covenants and Conditions, or for the purpose of maintaining any such Lot, and any Improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such Lot or any structure thereon as required under these Covenants and Conditions, and for the purpose of removing therefrom any improvement constructed or maintained on any Lot contrary to the provisions of these Covenants and Conditions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Conditions.

5.6.2 The Association, in fulfilling any of its duties, under these Covenants and conditions, shall have the power and authority to:

(a) Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all property which it owns from time to time, or leases from time to time when said lease provides that the Association shall be obligated to so maintain, restore and repair such leased property

(b) Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, the members of the Architectural Control Committee, or the members of the Association, including, but without limitation, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds;

(c) Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required;

(d) Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Association deems necessary;

(e) Contract and pay for, or otherwise provide for, fire, police, and such other protection services as the Association shall from time to time deem necessary for the benefit of the Subdivision, any property located within the Subdivision, and Owners;

(f) Contract and pay for or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary; and

(g) Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment of any of its duties.

(h) Employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Idaho and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these Covenants and Conditions.

(i) Contract for the operational management of any or all of the Common Facilities as it shall from time to time see fit.

(j) Pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.

(k) Subject to the provisions of these Covenants and Conditions adopt, amend and repeal rules and regulations to be known as "Associated Rules" governing, among other things:

(aa) The use of the Common Areas and Common Facilities, including the Private Roads;

(bb) The use of Association property;

(cc) The collection and disposal of refuse;

(dd) The burning of open fires;

(ee) The keeping and maintenance of animals within the Subdivision; and

(ff) Other activities in the Subdivision which would adversely affect the peace and enjoyment of residents in the Subdivision.

(l) Grant concessions and/or leases and approve subleases, with respect to any of the Common Facilities;

(m) Establish and collect reasonable user charges for any Common Area or Common Facility which it owns.

5.7 **ASSESSMENTS**:

5.7.1 Obligation for Assessments and Other Amounts. Each Owner, by acceptance of a deed for his or her Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be conclusively deemed to have covenanted and agreed to pay to the Association Assessments and charges, fines, penalties or other amounts, to be levied, fixed, established and collected as set forth in these Covenants and Conditions and the Articles, Bylaws and rules and regulations of the Association as from time to time are in force and effect.

5.7.2 Purpose of Assessments and Other Amounts. The assessments levied and any charge, fine, penalty or other amount collected by the Association shall be used exclusively to pay expenses that the Association may incur in performing any actions or functions permitted or required under these Covenants and Conditions, or its Articles or Bylaws as from time to time are in force and effect, including the funding of Reserve and Contingency Accounts.

5.8 **LIEN FOR ASSESSMENTS:**

5.8.1 If any lot Owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the Lot as set forth in the deed of conveyance to the Owner, and upon the recording of notice thereof by the Association in the office of the Valley County Recorder, such lien shall be constituted upon such Owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such lot Owner prior to preexisting recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

5.8.2 The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this Section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a Lot may pay any common expenses payable with respect to such Lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

5.8.3 The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgagee of real property. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The Owners shall also be required to pay the Association all assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association shall have the power to bid in the interest so foreclosed at

foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary to expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting Owner's portion of the premium.

5.8.4 The Association and its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

5.9 **CERTIFICATE OF ASSESSMENTS**: Upon payment of a reasonable fee, as established by the Association and upon the written request of any Owner, mortgagee, prospective grantee or prospective mortgagee, of a Lot, the Association — by its financial officer, shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject Lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments or common expenses which became due prior to the date of making such request. No failure of the Association to comply with a request for a Certificate shall relieve the Owner from personal liability for, or the subject Lot from the lien for, any unpaid assessments or common expenses.

ARTICLE 6
DISPUTE RESOLUTION

6.1 **AGREEMENT TO ENCOURAGE RESOLUTION OF DISPUTES WITHOUT LITIGATION**:

6.1.1 The Association and its officers, directors, all Members, and any Person not otherwise subject to these Covenants and Conditions who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Subdivision without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection 6.1.2 unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 6.2 in a good faith effort to resolve such Claim.

6.1.2 As used in this Article, the term "Claim" shall refer to any claim, tort claim, grievance or dispute arising out of or relating to:

(i) the interpretation, application or enforcement of the Association Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Association Documents; or,

(iii) the decisions of the Architectural Control Committee.

6.1.3 The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 6.2:

(i) any suit by the Association to collect Assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of any of the Association Documents;

(iii) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;

(iv) any suit in which any indispensable party is not a Bound Party;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 6.2.1, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article; and,

(vi) any suit by the Association to enjoin a continuing violation of or to enforce the provisions of any Association Document.

6.2 **DISPUTE RESOLUTION PROCEDURES**:

6.2.1 **NOTICE:** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the person involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and,

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

6.2.2 **NEGOTIATION**: The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied

by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

6.2.3 **MEDIATION**: If the parties have not resolved the Claim through negotiation within 30 days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant shall have 45 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to a mutually acceptable individual providing dispute resolution services in Idaho.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all fees charged by the mediator.

6.2.4 **SETTLEMENT**: Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, the any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set for this in this Section. In such event the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover for the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE 7
MISCELLANEOUS

7.1 **A VIOLATION OF COVENANTS**: Whenever there shall have been built on any Lot, a structure which is in violation of these Covenants and Conditions, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the Owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents, and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the Lot upon the recording by the Association of a sworn statement with respect thereto in the Valley County real property records. In addition, if any person shall

violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning the real property in the Subdivision or for the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

7.2 **TERM**: The Covenants and every provision hereof shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be automatically renewed for successive ten (10) year periods unless and until terminated as provided in Article 7, Section 7.3 hereof.

7.3 **AMENDMENT / TERMINATION BY THE OWNERS**: These Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the affirmative vote of the Owners of sixty-five percent (65 %) of Lots within the Subdivision who are present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by the Board in the office of the Recorder of Valley County, Idaho.

7.4 **AMENDMENT BY THE BOARD**: The Board may amend Article 1 to include additional land within the property covered by these Covenants and Conditions pursuant to the Settlement Agreement between the Prior Declarants and the Association dated February 9, 2007.

7.5 **VALLEY COUNTY REGULATIONS**: To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive in their allowable land utilization than these Covenants and Conditions, they shall supersede these Covenants and Conditions and govern at all times.

7.6 **NO WAIVER**: All of the conditions, covenants, restrictions and reservations contained in these Covenants and Conditions shall be construed together, but if it shall at any time be held that any one of said Covenants and Conditions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof, shall be thereby affected or impaired.

7.7 **OWNER'S LIABILITY SUBSEQUENT TO SALE**: Upon the sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to these Covenants and Conditions. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site.

7.8 **PERSONAL LIABILITY**: No member of the board or any committee of the Association or any officer of the Association, or the manager, if any, or member

of the Architectural Control Committee, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity in the administration or performance of duties imposed by this Declaration of Covenants, Conditions and Restrictions (or any Amendment thereof) provided that such person or entity has, upon the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

7.9 **BENEFITS AND BURDENS**: The terms and provisions contained in this Declaration of Covenants, Conditions and Restrictions shall bind and inure to the benefit of the Owners and Occupants of all Lots located within the Subdivision, and their respective heirs, successors, personal representatives and assigns.

7.10 **NOTICE**: Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (1) to the address of the if improved; (2) if the Lot is not improved to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner.

7.11 **CONTEXT OF TERMS**: Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

7.12 **MORTGAGE**: The term "mortgage" as used herein shall include deeds of trust and trust deeds.

These 2018 Amended and Restated Covenants and Conditions were approved at a meeting of the Members of the Blackhawk Lake Property Owner's Association held June 30, 2018. There are a total of 61 Members in the Subdivision, with 30% (19 Members) required for a quorum. 23 Members were present, therefore a quorum was present. 23 Members voted, with 21 Members voting to approve, and 2 voting to deny approval, resulting in the affirmative vote of the Owners of 91% of Lots within the Subdivision who were present at a meeting at which a quorum was established, in person or by proxy and entitled to vote on such matter.

[Signature Page To Follow]

IN WITNESS WHEREOF, these 2018 Amended and Restated Covenants and Conditions are hereby amended as aforesaid.

BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION, INC.

Affirmed by:

By: _____
ALLAN SCOZZAFAVE, President

By: _____
SUSAN DURST, Secretary

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 22nd day of August, 2018, before me, a Notary Public in and for said State, personally appeared **ALLAN SCOZZAFAVE,** known or identified to me to be the **President** of **Blackhawk Lake Property Owner's Association, Inc.** that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

COURTNEY NIMMO NOTARY PUBLIC STATE OF IDAHO

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12.29.23

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 31st day of August, 2018, before me, a Notary Public in and for said State, personally appeared **SUSAN DURST,** known or identified to me to be the **Secretary** of **Blackhawk Lake Property Owner's Association, Inc.** that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

HEATHER POTTS NOTARY PUBLIC STATE OF IDAHO

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 4/23/2021

301836

Book 10 Page 27

THE RESERVE AT BLACKHAWK LAKE

including unplatted land and a replat of Parcel C and a portion of Lot 29 of Amended Blackhawk Lake Estates, Phase 1
Situate in Sections 35, T. 18 N., R. 2 E., and Section 2, T. 17 N., R. 2 E., B.M.,
Valley County, Idaho

Instrument # 301836
VALLEY COUNTY, CASCADE, IDAHO
2005-10-19 04:25:03 No. of Pages: 2
Recorded for : AMERITITLE
LELAND G. HEINRICH
Ex-Officio Recorder Deputy 2
Fee: 6.00
9585
Index to: PLAT

NOD M. SKIFTUN
IDAHO NO. 9585

LEGEND

- set aluminum cap
- set 5/8" rebar w/ plastic cap
- set 1/2" rebar w/ plastic cap
- calc. point, no monument set
- found aluminum cap
- found 5/8" rebar
- found 1/2" rebar

Bearings based on plat of Blackhawk Ranch, Phase 1, Book 8, Page 83 of Plats.

Scale 1" = 80'

LINE TABLE

NUM	BEARING	DISTANCE
L1	N11°11'09"W	12.89'
L2	N26°53'22"W	78.21'
L3	N43°38'22"W	55.50'
L4	N24°48'31"W	43.70'
L5	N17°29'54"W	47.04'
L6	N4°55'50"W	60.72'
L7	N19°09'W	99.23'
L8	N44°33'54"E	60.23'
L9	N18°08'15"E	88.12'
L10	N33°40'58"E	60.27'
L11	N13°51'14"E	64.30'
L12	N8°20'05"E	32.23'
L13	N58°39'44"E	5.00'
L14	N58°39'44"E	45.28'
L15	S33°00'18"E	75.93'
L16	S33°00'18"E	38.01'
L17	S56°54'41"W	38.75'
L18	S56°54'41"W	10.00'
L19	N84°39'14"E	18.40'
L20	N84°39'14"E	18.40'
L21	N43°59'37"W	36.62'
L22	N82°52'27"E	143.84'
L23	N78°56'58"E	75.13'
L24	N74°13'21"E	88.93'
L25	N78°14'37"E	53.48'
L26	N43°59'37"W	18.88'

CURVE TABLE

Curve	Delta	Arc	Radius	Chord Brg	Chord
C1	5°14'53"	70.07'	765.00'	S10°06'52"E	70.04'
C2	24°28'38"	100.39'	235.00'	S26°57'32"W	99.63'
C3	46°28'12"	16.23'	20.00'	N87°38'41"E	15.79'
C4	66°35'30"	69.73'	60.00'	S77°39'37"E	65.88'
C5	77°38'03"	81.30'	60.00'	S34°48'46"W	75.22'
C6	78°12'06"	81.89'	60.00'	S23°36'21"E	75.68'
C7	80°42'27"	83.10'	60.00'	N41°26'28"E	76.38'
C8	46°28'11"	16.23'	20.00'	S41°18'43"W	15.79'
C9	24°28'38"	70.49'	165.00'	S26°57'32"W	69.95'
C10	24°28'38"	85.44'	200.00'	S26°57'32"W	84.78'
C11	1°15'28"	17.02'	765.00'	S10°06'49"W	17.02'
C12	5°12'57"	66.64'	765.00'	S8°22'48"E	66.62'
C13	2°57'13"	34.98'	765.00'	S1°50'32"E	34.98'
C14	1°07'32"	15.03'	765.00'	S3°42'35"E	15.03'
C15	1°54'07"	20.05'	765.00'	S5°31'15"E	20.05'

RESTRICTIVE COVENANTS

Lot development and building occupancy shall be subject to the existing conditions established by the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, as recorded in the Office of the Recorder of Valley County Idaho, on November 8, 1986 as Instrument No. 222414, as amended by the First Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, as recorded in the Office of the Recorder of Valley County, Idaho on March 4, 1988 as Instrument No. 251870, and as amended by the Second Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, as recorded in the Office of the Recorder of Valley County Idaho, on September 7, 2000 as Instrument No. 249609; and, as additionally established by a Supplemental Declaration for the Reserve at Blackhawk Lake as recorded in the Office of the Recorder of Valley County, Idaho, on _____, 2005 as Instrument No. _____ ("the Supplemental Declaration")

Oct. 19 301838

COMMON BEACH AREA

The Common Beach Area will be reserved for the use and enjoyment of the owners of Lots 1, 2, 3, 4, and 5, of the Reserve at Blackhawk Lake, and as may otherwise be permitted pursuant to the Supplemental Declaration.

This plat is subject to compliance with I.C. Section 50-1324 Lots will be served by individual wells.

No lot shall be further subdivided.

This subdivision is subject to the provisions of Idaho Code Section 31-3805 regarding the delivery of irrigation water.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13, are hereby removed on all lots within this subdivision according to the letter to be read on file with the County Recorder stating the conditions of approval. No owner shall construct any building, dwelling or shelter which necessitates the supply of water or sewage facilities for persons using such premises until said conditions of approval are satisfied for the aforementioned lots. Sanitary restrictions may be reimposed for the entire subdivision in accordance with Section 50-1326, Idaho Code, by the issuance of a certification of disapproval.

301837

Sanitary Restrictions Instrument No.

District Health Department, REHS *Date*

File: THE RESERVE.fix
Date: 16 AUG 05

KERR SURVEYING, McCall, Idaho 2005

Sheet 1 of 2
1702602

THE RESERVE AT BLACKHAWK LAKE

including unplatted land and a replat of Parcel C and a portion of Lot 29 of Amended Blackhawk Lake Estates, Phase 1
Situate in Sections 35, T. 18 N., R. 2 E., and Section 2, T. 17 N., R. 2 E., B.M.,
Valley County, Idaho

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: that the undersigned are the owners of

A parcel of land situate in Government Lot 1, Section 2, T. 17 N., R. 2 E.,

B.M., Valley County, Idaho, being all of the Un-platted Hoit Parcel, Parcel C, and in the SE1/4 of Section 35, T. 18 N. R. 2 E., B.M., Valley County, Idaho, and a portion of Lot 29, Amended Blackhawk Lake Estates, as shown on the official plat thereof on file in Book 8, on Page 54 of Plats in the Office of the Recorder of Valley County, Idaho, more particularly described as follows:
Commencing at an aluminum cap marking the Section Corner common to Sections 1 and 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, thence, S.

89°38'18" W., 343.42 feet along the northerly boundary of said Section 2, to the westerly boundary of Lot 30, Blackhawk Lake Estates, as shown on the official plat thereof recorded in Book 8, on Page 54 of Plats, in the Office of the Recorder of Valley County, Idaho; thence, N. 00°17'58" E., 121.57 feet to a aluminum cap marking the west corner common to Lot 30 and 31, of said subdivision and the northeast corner of said Un-platted Hoit Parcel, as shown on that particular Record of Survey recorded in Book 3, on Page 163 of Records of Survey, the REAL POINT OF BEGINNING:

Thence, S. 00°17'58" W., 215.00 feet to the west corner common to Lot 30 and Parcel C, of said subdivision,
Thence, N. 89°07'50" E., 195.56 feet to a 1/2 rebar on the westerly right-of-way of Blackhawk Lake Drive, marking the east corner common to said Lot 30 and Parcel C,
Thence, 70.07 feet along said westerly right-of-way on a non-tangent curve to the left, whose radius is 765.00 feet, delta angle is 5°14'53, and whose long chord bears S. 3°08'52" E., 70.05 feet to a 5/8 rebar,
Thence, S. 89°07'50" W., 219.78 feet to a 5/8 rebar,
Thence, S. 00°17'58" W., 193.29 feet to a 5/8 rebar,
Thence, S. 85°59'15" E., 20.04 feet to a 1 rebar marking the west corner common to Lots 28 and 29, of said subdivision,
Thence, S. 00°17'58" W., 180.00 feet along the west boundary of said Lot 28 to a 5/8 rebar marking the southeast corner of said Un-platted Hoit Parcel,
Thence, N. 88°42'02" W., 571.30 feet along the line common to said Lot 28 and Un-platted Hoit Parcel to a 5/8 rebar on the high water line of Blackhawk Lake,
Thence, along said high water line the following courses:
N. 11°11'08" W., 42.66 feet,
N. 28°53'22" W., 76.21 feet,
N. 43°59'22" W., 55.50 feet,
N. 24°48'21" W., 47.74 feet,
N. 17°22'54" W., 47.04 feet,
N. 4°55'50" W., 80.72 feet,
N. 4°10'09" W., 59.25 feet,
N. 4°43'54" E., 60.25 feet,
N. 18°08'15" E., 89.32 feet,
N. 25°54'36" E., 60.27 feet,
N. 13°51'14" E., 84.36 feet,
N. 8°20'05" E., 22.23 feet along said high water line to a 5/8 rebar marking the southwest corner of Lot 32, of said subdivision,
Thence, S. 89°42'02" E., 627.61 feet along the southerly boundaries of Lots 31 and 32, of said subdivision to the Point of Beginning, containing 10.226 acres.
Bearings based on Plat of Blackhawk Ranch, Phase I, Book 8, Page 83 of Plats.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND IN THE SUPPLEMENTAL DECLARATION, AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF THE EASEMENTS.

THE LAND HEREBY DESCRIBED AND SHOWN ON THE FOREGOING PLAT WILL BE ANNEXED INTO BLACKHAWK LAKE ESTATES. THE ROAD ON THE THIS PLAT IS PRIVATE AND WILL BE MAINTAINED BY THE BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION.

THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS SHOWN IN THE PLAT WILL BE SERVED BY INDIVIDUAL WELLS.
THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH IDAHO CODE 31-3805 CONCERNING IRRIGATION RIGHTS AND DISCLOSURE.

LONG VALLEY HOLDINGS LLC
LIMITED LIABILITY COMPANY

BY: _____

JOHN CORBETT, MANAGER
LONG VALLEY HOLDINGS LLC

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF _____

ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN CORBETT, MANAGER OF LONG VALLEY HOLDINGS LLC, THE COMPANY THAT EXECUTED THE WITHIN INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, ROD M. SKIFTUN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR REGISTERED 9585 STATE OF IDAHO ROD M. SKIFTUN

_____
ROD M. SKIFTUN
IDAHO NO. 9585

CERTIFICATE OF THE COUNTY SURVEYOR

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT OF THE RESERVE AT BLACKHAWK LAKE AND FOUND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____
VALLEY COUNTY SURVEYOR DATE

APPROVAL OF VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS ____ DAY OF _____, 20____, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

_____
CHAIRMAN

APPROVAL OF THE COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS ____ DAY OF _____, 20____, BY THE VALLEY COUNTY COMMISSIONERS.

_____
CHAIRMAN

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

_____
COUNTY TREASURER DATE

CERTIFICATE OF THE COUNTY RECORDER

INSTRUMENT NUMBER _____

STATE OF IDAHO S.S.
COUNTY OF VALLEY

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____, AT ____ MINUTES PAST ____ O'CLOCK ____ M., ON THIS ____ DAY OF _____, 20____, AND DULY RECORDED IN BOOK ____ OF PLATS ON PAGE ____

_____ _____
DEPUTY EX OFFICIO RECORDER

DATE: 17 AUG 05
FILE: THE RESERVE.fk

KERR SURVEYING, McCall, Idaho, 2005

KERR SURVEYING
1994

This plat is filed to amend the Blackhawk Lake Estates plat filed in Book 8, on Page 36 of Plats of Valley County Idaho.

AMENDED PLAT OF

BLACKHAWK LAKE ESTATES

PHASE I

situate in the S2 of Section 35, and the SW4 of Section 36, T.18 N., R.2 E., and the W2 of Section 1, and the E2 of Section 2, T.17 N., R.2 E., B.M., Valley County, Idaho

PLATE 1

BOOK 8 PAGE 54 OF PLATS
INST NO. 206204

BEARINGS BASED ON PLAT OF BLACKHAWK LAKE ESTATES

SCALE 1 IN = 100 FT

(S 00° 30' 50" W) RECORD DATA

- set 5/8" x 30" rebar w\plastic cap
- set 1/2" x 24" rebar w\plastic cap
- point of bearing change
- found 5/8" rebar
- found 1/2" rebar
- found aluminum cap
- 2 / 2.09 — lot number and acreage

CURVE TABLE

No	Rad	Delta	Chd	Chd Brg	Len
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

KERR SURVEYING
1994

AMENDED PLAT OF

BLACKHAWK LAKE ESTATES

PHASE I

situate in the S2 of Section 35, and the SW4 of Section 36, T.18 N., R.2 E., and the W2 of Section 1, and the E2 of Section 2, T.17 N., R.2 E., B.M., Valley County, Idaho

PLATE 2

BOOK ____ PAGE ____ OF PLATS

INST NO. ____

BEARINGS BASED ON PLAT OF BLACKHAWK LAKE ESTATES

SCALE 1 IN = 100 FT

(S 00°20'50" W) RECORD DATA

- set 5/8" x 30" rebar w\plastic cap
- set 1/2" x 24" rebar w\plastic cap
- point of bearing change
- found 5/8" rebar
- found 1/2" rebar
- found aluminum cap
- 2 / 2.09 lot number and acreage

0 50 100 150 200 250

SCALE IN FEET

This plat filed to amend the Blackhawk Lake Estates plat filed in Book 8 on Page 38 of Plats at Valley County, Idaho.

CURVE TABLE

No	Rad	Delta	Chd	Chd Brg	Len
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

RECORD CURVE DATA

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

AMENDED PLAT OF

BLACKHAWK LAKE ESTATES

PHASE I

situate in the S2 of Section 35, and the SW4 of Section 36, T.18 N., R.2 E., and the W2 of Section 1, and the E2 of Section 2, T.17 N., R.2 E., B.M., Valley County, Idaho

BOOK ____ PAGE ____ OF PLATS

INST NO. ____

CURVE TABLE

No	Rad	Delta	Chd	Chd Brg	Len
C1	633.00'	17°46'25"	195.00'	N 18°44'56" W	195.64'
C2	633.00'	12°22'47"	133.03'	N 28°46'36" W	133.27'
C3	500.00'	24°14'16"	209.36'	N 18°32'06" W	209.74'
C4	465.00'	28°40'18"	232.27'	N 19°30'51" W	232.68'
C5	25.00'	90°00'00"	35.36'	N 70°19'00" W	35.36'
C6	25.00'	90°00'00"	35.36'	S 19°41'00" W	35.36'
C7	65.00'	120°00'00"	135.00'	S 71°30'00" W	131.05'
C8	65.00'	60°11'11"	65.26'	N 18°44'53" W	63.13'
C9	65.00'	67°47'49"	72.14'	N 68°13'36" W	71.13'
C10	25.00'	90°24'37"	35.61'	N 70°41'01" W	35.61'
C11	25.00'	89°37'37"	35.06'	N 19°49'00" W	35.06'
C12	165.00'	31°44'42"	90.48'	N 41°29'11" E	90.90'
C13	165.00'	31°44'48"	87.74'	N 10°15'25" E	88.17'
C14	165.00'	18°27'30"	52.24'	N 03°18'45" W	52.34'
C15	165.00'	66°37'01"	188.44'	N 31°18'01" E	191.33'
C16	165.00'	47°12'45"	135.45'	N 21°01'00" E	137.49'
C17	137.00'	87°11'05"	188.61'	N 89°35'43" E	208.44'
C18	70.00'	80°12'02"	90.16'	N 68°41'31" E	109.30'
C19	165.00'	46°32'00"	130.37'	N 16°16'00" E	133.91'
C20	165.00'	12°08'01"	37.30'	N 06°06'16" E	37.34'
C21	165.00'	45°51'04"	131.55'	N 17°14'45" E	133.33'
C22	25.00'	38°41'03"	16.81'	N 10°12'06" E	16.26'
C23	65.00'	104°06'17"	100.70'	N 43°38'05" E	119.46'
C24	65.00'	69°18'10"	73.75'	N 41°18'41" E	78.86'
C25	65.00'	31°17'24"	34.24'	N 11°56'06" E	33.91'
C26	65.00'	38°34'03"	43.77'	N 56°17'01" E	46.16'
C27	325.00'	46°47'34"	258.52'	N 13°38'12" W	261.35'
C28	325.00'	10°21'46"	58.76'	N 16°58'36" E	62.07'
C29	340.00'	67°08'13"	344.07'	N 60°23'17" W	390.11'
C30	365.00'	43°08'13"	299.00'	N 61°04'17" W	302.21'
C31	365.00'	13°11'08"	83.93'	N 18°29'46" E	83.87'
C32	165.00'	113°37'38"	254.72'	N 32°26'36" W	266.05'
C33	165.00'	106°06'55"	258.34'	N 57°06'01" W	306.16'
C34	165.00'	13°17'41"	15.96'	N 87°17'46" E	15.98'
C35	165.00'	100°00'31"	168.04'	N 60°54'52" W	248.44'
C36	165.00'	11°36'34"	33.31'	N 08°10'42" W	67.22'
C37	25.00'	63°31'18"	27.00'	N 09°18'17" W	30.02'
C38	25.00'	63°31'18"	27.00'	S 54°13'18" W	31.02'
C39	65.00'	18°08'50"	20.47'	N 77°24'55" W	20.63'
C40	65.00'	63°36'32"	68.74'	S 57°06'04" W	73.73'
C41	65.00'	31°33'16"	33.18'	S 16°48'06" W	33.99'
C42	65.00'	57°31'36"	61.36'	N 28°44'37" W	65.67'
C43	65.00'	130°04'41"	112.04'	N 86°58'16" W	146.40'
C44	465.00'	48°52'56"	384.84'	S 63°27'31" W	396.67'
C45	465.00'	48°52'56"	384.84'	S 63°27'31" W	396.67'
C46	465.00'	66°52'56"	513.58'	S 63°27'31" W	524.66'
C47	365.00'	77°34'06"	337.19'	N 63°06'00" W	369.20'
C48	365.00'	77°34'06"	337.19'	N 14°31'54" W	407.84'
C49	365.00'	77°34'06"	337.19'	N 91°40'06" W	455.48'
C50	25.00'	90°00'00"	35.36'	N 19°15'00" E	39.03'
C51	25.00'	90°00'00"	35.36'	N 70°15'00" W	39.03'
C52	200.00'	46°30'00"	157.00'	N 19°15'00" E	162.32'

AMENDED PLAT OF

BLACKHAWK LAKE ESTATES

PHASE I

situate in the S2 of Section 35, and the SW4 of Section 36, T.18 N., R.2 E., and the W2 of Section 1, and the E2 of Section 2, T.17 N., R.2 E., B.M., Valley County, Idaho

PLATE 4

KERR SURVEYING
1994

This plat is filed to amend the Blackhawk Lake Estates plat filed in Book 8 on Page 38 of Plats of Valley County, Idaho.

BOOK ____ PAGE ____ OF PLATS

INST NO. ____

0 50 100 150 200 250
SCALE IN FEET
SCALE 1 IN = 100 FT

BEARINGS BASED ON PLAT OF BLACKHAWK LAKE ESTATES

SCALE 1 IN = 100 FT

- set 5/8" x 30" rebar w\plastic cap
- set 1/2" x 24" rebar w\plastic cap
- point of bearing change
- found 5/8" rebar
- found 1/2" rebar
- found aluminum cap
- (N 89°59'59" E) record data
- 2 / 2.09 lot number and acreage

CURVE TABLE

No	Rad	Delta	Chd	Chd Brg	Len
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C9	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C10	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C11	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C12	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C13	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C14	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C15	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C16	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C17	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C18	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C19	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C20	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C21	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C22	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C23	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C24	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

AMENDED PLAT OF

BLACKHAWK LAKE ESTATES

BOOK ____ PAGE ____
OF PLATS

INST NO. _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned are the owners of "Blackhawk Lake Estates", the following described parcel of land, situate in the W2 of Section 1 and the E2 of Section 2, T. 17 N, R. 2 E., and the S2 of Section 35, and the SW4 of Section 36, T. 18 N, R. 2 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at the S 1/16 corner common to Sections 35 and 36, T. 18 N, R. 2 E., B.M., Valley County, Idaho, the REAL POINT OF BEGINNING

Thence, S. 4° 31' 58" E., 243.48 feet; thence, S. 2° 00' 00" W., 515.00 feet; thence, S. 8° 00' 00" W., 809.00 feet; thence, S. 60° 00' 00" W., 200.00 feet; thence, S. 85° 00' 00" W., 158.32 feet; thence, S. 11° 30' 00" E., 50.76 feet; thence, 439.27 feet along a curve to the right whose radius is 871.39 feet and delta angle is 28° 52' 36"; thence, S. 65° 00' 00" E., 194.55 feet; thence, S. 34° 30' 00" E., 230.00 feet; thence, S. 11° 00' 00" E., 354.00 feet; thence, S. 3° 00' 00" W., 363.76 feet; thence, S. 68° 03' 34" W., 305.34 feet; thence, 312.96 feet along a non-tangent curve to the right, whose radius is 315.00 feet, delta angle is 56° 53' 26" and whose long chord bears S. 18° 33' 17" E., 300.24 feet; thence, S. 8° 56' 26" W., 101.65 feet; thence, 243.90 feet along a curve to the left whose radius is 475.00 feet and delta angle is 33° 09' 02"; thence, S. 24° 13' 36" E., 186.21 feet; thence, 338.57 feet along a curve to the right whose radius is 335.00 feet and delta angle is 57° 33' 49"; thence, S. 33° 20' 13" W., 123.25 feet; thence, 152.18 feet along a curve to the left whose radius is 90.00 feet delta angle is 95° 58' 49"; thence, S. 62° 38' 36" E., 218.41 feet to the westerly right-of-way of West Mountain Road; thence, S. 7° 27' 24" W., 70.00 feet along said right-of-way; thence, N. 62° 38' 36" W., 218.41 feet; thence 323.88 feet along a curve to the right, whose radius is 150.00 feet and delta angle is 95° 58' 49"; thence, N. 33° 20' 13" E., 123.25 feet; thence, 234.95 feet along a curve to the left whose radius is 265.00 feet and delta angle is 50° 47' 57"; thence, S. 54° 00' 00" W., 176.27 feet; thence, N. 56° 00' 00" W., 288.00 feet; thence, N. 78° 00' 00" W., 220.00 feet; thence, N. 13° 00' 00" W., 368.00 feet; thence, N. 83° 00' 00" W., 125.00 feet; thence, N. 29° 00' 00" W., 266.00 feet to the high water mark of Blackhawk Lake; thence, northerly along the high water mark of Blackhawk Lake the following courses:

N. 11° 00' 00" E., 260.00 feet;
thence, North, 80.00 feet;
thence, N. 10° 00' 00" W., 80.00 feet;
thence, N. 8° 00' 00" E., 130.00 feet;
thence, N. 21° 00' 00" E., 375.00 feet;
thence, N. 1° 00' 00" E., 290.00 feet;
thence, N. 73° 00' 00" W., 260.00 feet;
thence, N. 30° 24' 45" W., 176.14 feet to the southwest corner of the James Hall parcel;

thence, N. 88° 47' 13" E., 371.50 feet to the southeast corner of said parcel; thence, N. 00° 12' 47" W., 680.00 feet to the northeast corner of said parcel; thence, S. 88° 47' 13" W., 827.41 feet to the northwest corner of said parcel and the high water mark of Blackhawk Lake; thence, northerly and westerly along said high water mark of Blackhawk Lake the following courses:

N. 5° 23' 54" W., 220.74 feet;
thence, N. 40° 00' 00" W., 130.00 feet;
thence, N. 14° 00' 00" E., 750.00 feet;
thence, N. 38° 00' 00" W., 47.00 feet;
thence, S. 82° 00' 00" W., 318.00 feet;
thence, N. 50° 00' 00" W., 290.00 feet;
thence, N. 28° 00' 00" W., 230.00 feet;
thence, N. 86° 00' 00" W., 90.00 feet;
thence, S. 44° 00' 00" W., 305.00 feet;
thence, S. 88° 00' 00" W., 440.00 feet;
thence, N. 70° 00' 00" W., 440.00 feet;
thence, West, 212.48 feet;

thence, North, 91.28 feet; thence, N. 27° 30' 00" E., 318.53 feet to the northerly boundary of the S2 of the S2 of said Section 35; thence, N. 89° 43' 47" E., 807.88 feet to the CS 1/16 corner of said Section 35; thence, S. 88° 48' 23" E., 2678.01 feet to the Point of Beginning, containing 103.044 acres, more or less.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF THE EASEMENTS.
ALL ROADS AS SHOWN ON THE FOREGOING PLAT ARE PRIVATE, AND THE COUNTY HAS NO RESPONSIBILITY IN CONNECTION HEREWITH.

BY: _____
JAMES K. BALL, MANAGING DIRECTOR
PROPERTY DIVISION, L. B. INDUSTRIES, INC.

BY: _____
ARTHUR OPPENHEIMER, CHAIRMAN
OPPENHEIMER COMPANIES, INC.

BY: _____
JOHN H. GORDON

BY: _____
VIVIAN M. GORDON

BY: _____
JOHN C. DAY

BY: _____
CLARA M. DAY

BY: _____
RALPH J. COMSTOCK JR.

BY: _____
BERNICE B. COMSTOCK

BY: _____
MARK C. MORGAN

BY: _____
LISA A. MORGAN

BY: _____
DALE C. WRIGHT

BY: _____
MARIE Z. WRIGHT

BY: _____
JOHN B. MARTIN

BY: _____
REBECCA W. MARTIN

BY: _____
STEPHEN W. LITTIG

BY: _____
THOMAS W. KERR
ATTORNEY IN FACT

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF ____ } S.S.

ON THIS ____ DAY OF _____, 19__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES K. BALL, MANAGING DIRECTOR, KNOWN TO ME TO BE AN OFFICER OF L.B. INDUSTRIES, INC., THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
MY COMMISSION EXPIRES

_____
NOTARY PUBLIC FOR THE STATE OF IDAHO

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF ____ } S.S.

ON THIS ____ DAY OF _____, 19__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS W. KERR, KNOWN TO ME TO BE ATTORNEY-IN-FACT OF ARTHUR OPPENHEIMER, JOHN H. GORDON, VIVIAN M. GORDON, JOHN C. DAY, CLARA M. DAY, RALPH J. COMSTOCK JR., BERNICE B. COMSTOCK, MARK C. MORGAN, LISA A. MORGAN, DALE C. WRIGHT, MARIE Z. WRIGHT, JOHN B. MARTIN, REBECCA W. MARTIN AND STEPHEN W. LITTIG, AND ACKNOWLEDGED TO ME THAT HE SUBSCRIBED THE NAMES OF ARTHUR OPPENHEIMER, JOHN H. GORDON, VIVIAN M. GORDON, JOHN C. DAY, CLARA M. DAY, RALPH J. COMSTOCK JR., BERNICE B. COMSTOCK, MARK C. MORGAN, LISA A. MORGAN, DALE C. WRIGHT, MARIE Z. WRIGHT, JOHN B. MARTIN, REBECCA W. MARTIN AND STEPHEN W. LITTIG THERETO AS PRINCIPLE, AND HIS OWN NAME AS ATTORNEY-IN-FACT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
MY COMMISSION EXPIRES

_____
NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, THOMAS W. KERR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THE PLAT OF "BLACKHAWK LAKE ESTATES" AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS HEREON AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR 991 STATE OF IDAHO THOMAS W. KERR

_____
THOMAS W. KERR
IDAHO NO. 991

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS FOR THIS PLAT OF "BLACKHAWK LAKE ESTATES" ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER LISTING THE CONDITIONS OF APPROVAL.

197635
INSTRUMENT NO.

_____
HEALTH OFFICER

APPROVAL OF THE COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS ____ DAY OF _____, 19__, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

_____
CHAIRMAN

APPROVAL OF THE VALLEY COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS ____ DAY OF _____, 19__, BY THE VALLEY COUNTY COMMISSIONERS.

_____
CHAIRMAN

APPROVAL OF THE COUNTY SURVEYOR

I, LESLIE L. ANNEMAN, PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THE PLAT OF "BLACKHAWK LAKE ESTATES" AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____
VALLEY COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

_____
DATE

_____
COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NUMBER _____

STATE OF IDAHO
COUNTY OF VALLEY } S. S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ AT ____ MINUTES PAST ____ O'CLOCK ____ M. ON THIS ____ DAY OF _____, 19__, AND DULY RECORDED IN BOOK ____ OF PLATS ON PAGE _____.

_____
DEPUTY

_____
EX-OFFICIO RECORDER

Instrument # 348194
VALLEY COUNTY, CASCADE, IDAHO
12-23-2009 02:08:14 No. of Pages: 8
Recorded for : SKIFTUN LAND SURVEYING, INC
ARCHIE N. BANBURY Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLAT

BLACKHAWK LAKE ESTATES
COMMON AREA ADDITION

Book 12, Page 40

Situate in Gov't Lot 4, and the SW1/4 NW1/4, of Section 1, and Gov't Lots 1, 2, and 3, N1/2 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E., SE1/4 SW1/4, and the S1/2 SE1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M.
Valley County, Idaho

CERTIFICATE OF SURVEYOR

I, Rod M. Skiftun, do hereby certify that I am a Professional Land Surveyor in the State of Idaho, and that this Plat as described in the "certificate of owners" was drawn from the field notes of a survey made on the ground under my direct supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho code relating to plats and surveys.

ROD M. SKIFTUN
IDAHO NO. 9585

PROFESSIONAL LAND SURVEYOR REGISTERED 9585 STATE OF IDAHO ROD M. SKIFTUN

0 200 400
Scale 1" = 400'

LEGEND

- found brass cap
- found 5/8" rebar
- found aluminum cap
- calc. point, no monument set

Bearings based on Plat of Blackhawk Ranch, Phase 1, Book 8, Page 83 of Plats.

RESTRICTIVE COVENANTS

INSTRUMENT NO. 348196

All properties shown on this Plat are subject to and governed by the provisions of the 2006 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, and the First Amendment to the 2006 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, which are filed of record with the Office of the Recorder of Valley County, Idaho as Instrument Nos. 338125 and _____.

HEALTH CERTIFICATE

INSTRUMENT NO. 348195

Sanitary Restrictions

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13, have not been satisfied and are in force for the following parcels:

Parcels A, B, C, D, E, and F

No owner shall construct any building, dwelling, or shelter which necessitates the supplying of water or sewage facilities for persons using such premises until sanitary restriction requirements are satisfied and lifted.

District Health Department, EHS Date

NOTES:

No lot shall be further subdivided. Lots shall not be reduced in size without prior approval from the Health Authority.

This subdivision is subject to the provisions of Idaho Code Section 31-3805 regarding the delivery of irrigation water.

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

NOTE:

This plat is being prepared and recorded to allow the Blackhawk Lake Property Owner's Association, Inc. to annex the above platted and described common areas into said association.

File: BHAWKLAKE_POA_PLAT.dwg
Date: 7 Dec. 2009

1702E01, 02 & 1802E35, 36

BLACKHAWK LAKE ESTATES
COMMON AREA ADDITION

Situate in Gov't Lot 4, and the SW1/4 NW1/4, of Section 1, and
Gov't Lots 1, 2, and 3, N1/2 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E.,
SE1/4 SW1/4, and the S1/2 SE1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M.
Valley County, Idaho

Book _____, Page _____

CERTIFICATE OF SURVEYOR

I, Rod M. Skiftun, do hereby certify that I am a Professional Land Surveyor in the State of Idaho, and that this Plat as described in the "certificate of owners" was drawn from the field notes of a survey made on the ground under my direct supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho code relating to plats and surveys.

ROD M. SKIFTUN
IDAHO NO. 9585

PROFESSIONAL LAND SURVEYOR REGISTERED 9585 STATE OF IDAHO ROD M. SKIFTUN

0 75 150
Scale 1" = 150'

LEGEND

- ● found brass cap
- ◎ found 5/8" rebar
- □ calc. point, no monument set
- ⊗ found aluminum cap
- ○ found 1/2" rebar
- ▲ found monument as noted

Bearings based on Plat of Blackhawk Ranch, Phase 1, Book 8, Page 83 of Plats.

LINE TABLE

NUM	BEARING	DISTANCE
L12	N61°30'45"E	52.00'
L13	S13°51'14"W	84.36'
L14	S8°20'05"W	22.23'
L15	S25°54'36"W	60.27'
L16	S18°08'15"W	69.32'
L17	S4°43'54"W	60.25'
L18	S4°10'09"E	59.25'
L19	S4°55'50"E	80.72'
L20	S17°22'54"E	47.04'
L21	S24°48'21"E	47.74'
L22	S43°59'22"E	36.62'
L23	S43°59'22"E	18.86'
L24	S28°53'22"E	76.21'
L25	S11°11'08"E	42.66'

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

NOTE:

This plat is being prepared and recorded to allow the Blackhawk Lake Property Owner's Association, Inc. to annex the above platted and described common areas into said association.

File: BHAWKLAKE_POA_PLAT.dwg
Date: 1 Dec. 2009

1702E01, 02 & 1802E35, 36

BLACKHAWK LAKE ESTATES
COMMON AREA ADDITION

Situate in Gov't Lot 4, and the SW1/4 NW1/4, of Section 1, and
Gov't Lots 1, 2, and 3, N1/2 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E.,
SE1/4 SW1/4, and the S1/2 SE1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M.
Valley County, Idaho

Book _____, Page _____

CERTIFICATE OF SURVEYOR

I, Rod M. Skiftun, do hereby certify that I am a Professional Land Surveyor in the State of Idaho, and that this Plat as described in the "certificate of owners" was drawn from the field notes of a survey made on the ground under my direct supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho code relating to plats and surveys.

ROD M. SKIFTUN
IDAHO NO. 9585

PROFESSIONAL LAND SURVEYOR
REGISTERED
9585
STATE OF IDAHO
ROD M. SKIFTUN

0 75 150
Scale 1" = 150'

LEGEND

- found brass cap
- found 5/8" rebar
- calc. point, no monument set
- found aluminum cap
- found 1/2" rebar
- found monument as noted

Bearings based on Plat of
Blackhawk Ranch, Phase 1, Book 8, Page 83 of Plats.

LINE TABLE

NUM	BEARING	DISTANCE
L1	N61°59'02"W	37.98'
L2	S60°02'38"W	53.63'
L3	N18°03'37"W	45.55'
L4	S28°53'40"W	50.70'
L5	N45°35'10"W	90.32'
L6	N23°38'52"W	59.91'
L7	N3°34'13"E	50.58'
L8	N18°26'06"W	75.56'
L9	N8°17'59"E	132.95'
L10	S60°40'36"E	44.96'
L11	N41°35'22"E	29.03'
L16	S18°08'15"W	69.32'
L17	S4°43'54"W	50.25'
L18	S4°10'09"E	59.25'
L19	S4°55'50"E	80.72'
L20	S17°22'54"E	47.04'

NUM	BEARING	DISTANCE
L21	S24°48'21"E	47.74'
L22	S43°59'22"E	36.62'
L23	S43°59'22"E	18.88'
L24	S28°53'22"E	76.21'
L25	S11°11'08"E	42.66'
L26	S28°29'15"E	55.97'
L27	N36°34'11"W	66.52'
L28	N81°33'09"W	70.25'
L29	S70°45'29"W	77.24'
L30	S33°10'43"W	64.12'
L31	S62°43'24"W	49.54'
L32	S26°17'41"W	65.23'
L33	S80°18'09"W	44.43'
L35	S16°49'59"E	62.63'
L36	S15°58'43"W	55.09'
L37	S4°48'29"W	44.63'

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

NOTE:

This plat is being prepared and recorded to allow the Blackhawk Lake Property Owner's Association, Inc. to annex the above platted and described common areas into said association.

File: BHAWKLAKE_POA_PLAT.dwg
Date: 1 Dec. 2009

17N2E01, 02 & 18N2E35, 36

1702E01, 02 & 1802E35, 36

BLACKHAWK LAKE ESTATES
COMMON AREA ADDITION

Situate in Gov't Lot 4, and the SW1/4 NW1/4, of Section 1, and
Gov't Lots 1, 2, and 3, N1/2 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E.,
SE1/4 SW1/4, and the S1/2 SE1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M.
Valley County, Idaho

Book _____, Page _____

DRAWING 1

DRAWING 2

CERTIFICATE OF SURVEYOR

I, Rod M. Skiftun, do hereby certify that I am a Professional Land Surveyor in the State of Idaho, and that this Plat as described in the "certificate of owners" was drawn from the field notes of a survey made on the ground under my direct supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho code relating to plats and surveys.

ROD M. SKIFTUN
IDAHO NO. 9585

PROFESSIONAL LAND SURVEYOR REGISTERED 9585 STATE OF IDAHO ROD M. SKIFTUN

0 75 150
Scale 1" = 150'

LEGEND

- found brass cap
- found 5/8" rebar
- calc. point, no monument set
- found aluminum cap
- found 1/2" rebar
- found monument as noted
- set 5/8" rebar w/ plastic cap

Bearings based on Plat of
Blackhawk Ranch, Phase 1, Book 8, Page 83 of Plats.

CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C2	1°39'54"	288.85'	9940.00'	S3°54'20"W	288.84'
C3	4°10'50"	170.74'	2340.00'	S0°58'58"W	170.70'
C4	28°52'58"	439.27'	871.39'	N3°27'14"E	434.63'
C5	56°55'26"	312.96'	315.00'	N19°01'32"W	300.24'

NOTE:

This plat is being prepared and recorded to allow the Blackhawk Lake Property Owner's Association, Inc. to annex the above platted and described common areas into said association.

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

File: BHAWKLAKE_PDA_PLAT.dwg
Date: 1 Dec. 2009

1702E01, 02 & 1802E35, 36

BLACKHAWK LAKE ESTATES
COMMON AREA ADDITION

Situate in Gov't Lot 4, and the SW1/4 NW1/4, of Section 1, and
Gov't Lots 1, 2, and 3, N1/2 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E.,
SE1/4 SW1/4, and the S1/2 SE1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M.
Valley County, Idaho

Book _____, Page _____

LINE TABLE

NUM	BEARING	DISTANCE
L26	N28°23'15"W	55.97'
L27	N36°34'11"W	66.52'
L34	S35°16'30"E	73.93'
L35	S16°49'59"E	62.63'
L36	S15°56'43"W	55.00'
L37	S4°46'28"W	44.83'
L38	S3°41'34"E	37.77'
L39	S30°34'45"W	38.24'
L40	S55°46'45"W	61.78'
L41	S76°17'13"W	58.78'
L42	S87°10'01"W	50.07'
L43	N66°19'04"W	30.62'
L44	N7°25'53"E	69.79'
L45	N44°52'05"W	51.06'

CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	2°33'24"	359.88'	8060.00'	S3°27'35"W	359.63'
C5	56°35'26"	312.98'	315.00'	N19°01'32"W	300.24'
C6	33°08'02"	245.90'	425.00'	N7°08'20"W	242.46'
C7	57°33'46"	336.57'	335.00'	N5°04'03"E	322.58'
C8	115°55'49"	182.18'	90.00'	N24°08'28"W	152.63'
C9	115°58'49"	323.86'	160.00'	S24°08'27"E	271.35'
C10	50°47'37"	234.85'	265.00'	N8°26'58"E	227.33'
C11	18°25'25"	96.47'	300.00'	N11°23'34"E	96.05'
C12	57°00'48"	227.87'	229.00'	S36°51'28"E	218.58'

CERTIFICATE OF SURVEYOR

I, Rod M. Skiftun, do hereby certify that I am a Professional Land Surveyor in the State of Idaho, and that this Plat as described in the "certificate of owners" was drawn from the field notes of a survey made on the ground under my direct supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho code relating to plats and surveys.

ROD M. SKIFTUN
IDAHO NO. 9585

PROFESSIONAL LAND SURVEYOR REGISTERED 9585 STATE OF IDAHO ROD M. SKIFTUN

0 75 150
Scale 1" = 150'

LEGEND

- found brass cap
- found 5/8" rebar
- calc. point, no monument set
- found aluminum cap
- found 1/2" rebar
- found monument as noted
- set 5/8" rebar w/ plastic cap

Bearings based on Plat of
Blackhawk Ranch, Phase 1, Book 8, Page 83 of Plats.

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

NOTE:

This plat is being prepared and recorded to allow the Blackhawk Lake Property Owner's Association, Inc. to annex the above platted and described common areas into said association.

File: BHAWKLAKE_POA_PLAT.dwg
Date: 1 Dec. 2009

1702E01, 02 & 1802E35, 36

BLACKHAWK LAKE ESTATES
COMMON AREA ADDITION

Situate in Gov't Lot 4, and the SW1/4 NW1/4, of Section 1, and
Gov't Lots 1, 2, and 3, N1/2 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E.,
SE1/4 SW1/4, and the S1/2 SE1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M.
Valley County, Idaho

Book _____, Page _____

CERTIFICATE OF OWNERS

BLACKHAWK LAKE – PARCEL A

A parcel of land situate in the N2 of the NE4, the NE4 of the SE4 of the NW4, and Government Lots 1, 2, and 3 of Section 2, T. 17 N., R. 2 E., and in the SE4 of the SW4, and the S2 of the SE4 of Section 35, T. 18 N., R. 2 E., B.M., Valley County, Idaho, being the meandered body of water impounded by a dam, now known as Blackhawk Lake, more particularly described as follows:

Commencing at a 5/8" rebar marking the Southwest 1/16 Corner of Section 35, T. 18 N., R. 2 E., B.M., Valley County, Idaho, also marking the northwest corner of Open Space Parcel 1, Blackhawk Lake Estates, Phase 2, as shown on the official plat thereof recorded in Book 8, on Page 82 of Plats, in the Office of the Recorder of Valley County, Idaho; thence, S. 89°45'28" E., 721.74 feet along the northerly boundary of said Phase 2, to a 5/8" rebar marking the northeast corner of said Open Space Parcel 1 and the northwest corner of Lot 40, Amended Plat of Blackhawk Lake Estates, Phase 1, as shown on the official plat thereof recorded in Book 8, on Page 54 of Plats, in the Office of the Recorder of Valley County, Idaho; thence, S. 28°00'51" W., 318.53 feet along the boundary common to said Phase 1 and 2, to a 5/8" rebar marking the angle point common to Parcel E, said Phase 1, and Open Space Parcel 2, said Phase 2; thence, S. 00°30'45" W., 191.29 feet along the boundary common to said Phases 1 and 2, to a 5/8" rebar on the northerly meander line of Blackhawk Lake, the REAL POINT OF BEGINNING:

Thence, S. 89°29'15" E., 210.48 feet along said meander line of Blackhawk Lake and southerly boundary of said Parcel E,
Thence, continuing along the meander line of Blackhawk Lake and said Parcel E the following courses:
S. 69°29'15" E., 440.00 feet,
N. 69°30'45" E., 440.00 feet,
N. 44°30'45" E., 305.00 feet,
S. 85°29'15" E., 90.00 feet,
S. 25°29'15" E., 230.00 feet,
S. 49°29'15" E., 290.00 feet,
N. 82°30'45" E., 318.00 feet,
S. 37°29'15" E., 47.00 feet,
S. 14°30'45" W., 250.00 feet,
Thence, S. 39°29'15" E., 130.00 feet along said meander line to a 5/8" rebar marking the corner common to said Parcel E and Lot 33 of said Phase 1,
Thence, S. 04°53'06" E., 50.36 feet along said meander line to a 5/8" rebar marking the west corner common to Lots 32 and 33, of said Phase 1,
Thence, continuing S. 04°53'06" E., 189.88 feet along said meander line to a 5/8" rebar marking the northwest corner of Lot 2, The Reserve at Blackhawk Lake, as shown on the official plat thereof recorded as Instrument No. 301836, in Book 10, on Page 27 of Plats in the Office of the Recorder of Valley County, Idaho,
Thence, continuing in a southerly direction along the meander line and westerly boundary of said plat of The Reserve, the following courses:
S. 08°20'05" W., 22.23 feet,
S. 13°51'14" W., 84.38 feet,
S. 25°54'38" W., 60.27 feet,
S. 18°08'15" W., 69.32 feet,
S. 04°43'54" W., 60.25 feet,
S. 04°10'09" E., 59.25 feet,
S. 04°55'50" E., 80.72 feet,
S. 17°22'54" E., 47.04 feet,
S. 24°48'21" E., 47.74 feet,
S. 43°59'22" E., 55.50 feet,
S. 28°53'22" E., 76.21 feet,
Thence, S. 11°11'08" E., 42.66 feet along said meander line and westerly plat boundary to a 5/8" rebar marking the Southwest corner of said The Reserve, and the northwest corner of Lot 28, of said Phase 1,
Thence, continuing in a southerly direction along the meander line and westerly boundary of the said plat of Phase 1, the following courses:
S. 25°54'00" E., 176.14 feet,
S. 72°29'15" E., 260.00 feet,
S. 01°30'45" W., 290.00 feet,
S. 21°30'45" W., 375.00 feet,
S. 11°30'45" W., 130.00 feet,
S. 09°29'15" E., 90.00 feet,
S. 00°30'45" W., 90.00 feet,
Thence, S. 11°30'45" W., 260.00 feet along said meander line to a 5/8" rebar marking the corner of Lot 21, of said Phase 1,
Thence, S. 28°29'15" E., 28.15 feet along said meander line to a 5/8" rebar on the westerly boundary of said Lot 21, near the northeast corner of the dam,
Thence, S. 88°55'44" W., 392.07 feet along the north side of the dam,
Thence, N. 65°02'14" W., 77.69 feet to a point on the centerline of the overflow channel,
Thence, N. 38°34'11" W., 66.52 feet along said meander line,
Thence, continuing in a northwesterly and westerly direction along said meander line the following courses:
N. 43°39'15" W., 251.65 feet,
N. 34°35'58" W., 156.30 feet,
N. 70°27'29" W., 137.39 feet,
N. 54°51'57" W., 138.56 feet,
N. 46°00'40" W., 165.43 feet,
N. 47°29'22" W., 112.00 feet,
N. 81°33'09" W., 70.25 feet,
S. 70°45'29" W., 77.24 feet,
S. 33°10'43" W., 64.12 feet,
S. 62°43'24" W., 49.54 feet,
S. 26°17'41" W., 65.23 feet,
Thence, S. 80°18'09" W., 44.43 feet along said meander line to the northeast corner of Future Phases 3 and 4, Blackhawk Lake Estates, presently unplotted,
Thence, continuing along said meander line and northerly boundary of said Future Phases 3 and 4, the following courses:
N. 61°59'02" W., 37.96 feet,
S. 60°02'38" W., 53.63 feet,
N. 16°03'37" W., 45.55 feet,
S. 72°11'38" W., 77.61 feet,
S. 28°53'40" W., 50.70 feet,
S. 81°42'45" W., 100.04 feet,
N. 61°00'33" W., 85.08 feet,
N. 47°13'05" W., 101.27 feet,
N. 45°35'10" W., 90.32 feet,
N. 23°38'52" W., 59.91 feet,
N. 03°34'13" E., 50.58 feet,
N. 25°07'47" W., 92.47 feet,
N. 22°20'33" W., 100.44 feet,
N. 11°26'28" E., 94.15 feet,
N. 87°29'46" W., 104.29 feet,
N. 18°26'06" W., 75.56 feet,
N. 29°18'38" E., 121.57 feet,
Thence, N. 08°17'59" E., 132.95 feet along said meander line and future phase boundary to a 5/8" rebar marking the southeast corner of Open Space Parcel 3, said Blackhawk Lake Estates, Phase 2,
Thence, continuing along said meander line and Phase 2 boundary, the following courses:
N. 31°56'52" E., 148.42 feet,
N. 39°32'45" E., 151.35 feet,
S. 60°40'38" E., 44.98 feet,
N. 41°35'22" E., 29.03 feet,
S. 72°33'26" E., 186.73 feet,
S. 74°09'31" E., 251.42 feet,
S. 84°48'37" E., 154.88 feet,
N. 69°19'35" E., 140.27 feet,
N. 26°00'32" E., 162.72 feet,
N. 19°48'43" E., 96.94 feet,
N. 15°46'21" W., 94.35 feet,
N. 38°38'35" W., 179.59 feet,
N. 46°45'14" W., 91.85 feet,
N. 65°36'20" W., 182.90 feet,
N. 88°04'54" W., 163.00 feet,
N. 63°10'29" W., 100.08 feet,
N. 36°11'56" W., 289.08 feet,
N. 44°58'04" W., 351.82 feet,
N. 38°52'15" W., 223.00 feet,
Thence, N. 61°30'43" E., 52.00 feet along said meander line and Phase 2 boundary, to the Point of Beginning, containing 87.173 acres.

Bearings based on Plat of Blackhawk Ranch, Phase I, Book 8, Page 83 of Plats.

BLACKHAWK LAKE DAM PARCEL B

A parcel of land situate in the SE4 of the NE4 of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, being the earth filled dam and overflow spillway area impounding the body of water known as Blackhawk Lake (formerly Halt Reservoir), more particularly described as follows:

Commencing at a brass cap marking the Center East 1/16 Corner of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded in Book 1, on Page 160 of Surveys, in the Office of the Recorder of Valley County, Idaho; thence, S. 89°33'21" E., 354.92 feet along the northerly boundary of the NE4 of the SE4 of said Section 2, to the westerly meander line of Blackhawk Pond; thence, N. 23°08'56" W., 118.38 feet along said meander line of Blackhawk Pond (aka. Banana Pond), the REAL POINT OF BEGINNING:

Thence, N. 35°19'30" W., 73.93 feet departing from the meander of said Pond,
Thence, N. 60°10'47" W., 126.08 feet,
Thence, N. 40°56'56" W., 63.19 feet,
Thence, N. 28°01'47" W., 79.52 feet,
Thence, N. 16°49'59" W., 62.63 feet,
Thence, N. 15°56'43" E., 55.10 feet,
Thence, N. 04°46'29" E., 44.63 feet to the meander line of Blackhawk Lake,
Thence, S. 38°34'11" E., 66.52 feet along said meander line to the centerline of the overflow channel,
Thence, S. 65°02'14" E., 77.69 feet along said meander to the north side of the dam,
Thence, N. 88°55'44" E., 392.07 feet along said dam to the westerly boundary of Lot 21, Amended Plat of Blackhawk Lake Estates, Phase 1, as shown on the official plat thereof recorded in Book 8, on Page 54 of Plats, in the Office of the Recorder of Valley County, Idaho,
Thence, S. 28°29'15" E., 55.97 feet along said westerly lot boundary,
Thence, S. 56°56'07" W., 226.14 feet to the meander line of Blackhawk Pond,
Thence, S. 85°06'53" W., 82.13 feet along said meander,
Thence, S. 11°00'24" W., 142.51 feet along said meander to the Point of Beginning, containing 2.128 acres, more or less.

Bearings based on Plat of Blackhawk Ranch, Phase I, Book 8, Page 83 of Plats.

BLACKHAWK LAKE POND PARCEL C

A parcel of land situate in the SE4 of the NE4 and the NE4 of the SE4 of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, being the meandered body of water impounded by a dam, now known as Blackhawk Pond (aka. Banana Pond), more particularly described as follows:

Commencing at a brass cap marking the Center East 1/16 Corner of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded in Book 1, on Page 160 of Surveys, in the Office of the Recorder of Valley County, Idaho; thence, S. 89°33'21" E., 354.92 feet along the northerly boundary of the NE4 of the SE4 of said Section 2, to the westerly meander line of Blackhawk Pond, the REAL POINT OF BEGINNING:

Thence, N. 23°08'56" W., 118.38 feet along said meander line of Blackhawk Pond,
Thence, continuing along the meander line of Blackhawk Pond the following courses:
N. 11°00'24" E., 142.51 feet,
N. 85°06'53" E., 82.13 feet,
S. 35°27'44" E., 97.19 feet,
Thence, S. 22°02'54" E., 192.10 feet along said meander to the northerly boundary of the NE4 of the SE4 of said Section 2,
Thence, continuing along the meander line of Blackhawk Pond the following courses:
S. 05°34'56" E., 158.65 feet,
S. 27°47'55" E., 113.02 feet,
S. 40°41'02" E., 127.80 feet,
S. 76°16'38" E., 256.23 feet,
S. 60°06'34" E., 124.53 feet,
S. 37°42'19" E., 62.97 feet,
S. 10°22'23" E., 84.02 feet,
Thence, S. 03°41'34" E., 37.77 feet along said meander line to a point near the northeast corner of the dam,
Thence, S. 30°34'45" W., 36.24 feet along the northwesterly edge of said dam,
Thence, S. 55°45'45" W., 61.76 feet along the northwesterly edge of said dam,
Thence, S. 78°17'15" W., 56.76 feet along the northwesterly edge of said dam,
Thence, continuing along the meander line of Blackhawk Pond the following courses:
N. 33°27'31" W., 48.59 feet,
N. 22°37'32" W., 121.84 feet,
N. 34°30'40" W., 46.00 feet,
N. 55°21'33" W., 51.24 feet,
N. 70°33'36" W., 89.09 feet,
S. 70°03'52" W., 92.03 feet,
S. 87°10'01" W., 50.07 feet,
N. 68°19'04" W., 30.62 feet,
N. 43°08'20" W., 98.91 feet,
N. 29°54'44" W., 131.28 feet,
N. 38°04'47" W., 120.35 feet,
N. 08°41'13" W., 102.39 feet,
N. 07°25'53" E., 59.78 feet,
N. 44°52'05" W., 51.06 feet,
Thence, N. 23°08'56" W., 30.44 feet along said meander to the Point of Beginning, containing 4.528 acres, more or less.

Bearings based on Plat of Blackhawk Ranch, Phase I, Book 8, Page 83 of Plats.

BLACKHAWK LAKE POND DAM PARCEL D

A parcel of land situate in the NE4 of the SE4 of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, being the earth filled dam and overflow spillway area impounding the body of water known as Blackhawk Pond (aka. Banana Pond), more particularly described as follows:

Commencing at a brass cap marking the Center East 1/16 Corner of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded in Book 1, on Page 160 of Surveys, in the Office of the Recorder of Valley County, Idaho; thence, S. 89°33'21" E., 1,330.65 feet to an aluminum cap marking the Quarter Corner common to Sections 1 and 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, as shown on the Amended Plat of Blackhawk Lake Estates, Phase 1, recorded in Book 8, on Page 54 of Plats, in the Office of the Recorder of Valley County, Idaho; thence, S. 00°37'07" W., 639.66 feet along the line common to said Sections 1 and 2; thence, N. 89°22'53" W., 130.79 feet to the REAL POINT OF BEGINNING:

Thence, S. 24°01'35" E., 81.32 feet,
Thence, S. 02°21'12" E., 55.38 feet,
Thence, S. 13°22'04" E., 87.79 feet,
Thence, S. 75°12'12" W., 98.11 feet,
Thence, N. 28°30'40" W., 82.49 feet,
Thence, N. 52°15'12" W., 70.17 feet,
Thence, N. 69°08'44" W., 60.33 feet,
Thence, N. 33°27'31" W., 37.44 feet to the meander line of Blackhawk Pond on the north side of the dam,
Thence, N. 78°17'15" E., 56.76 feet along said north side of the dam,
Thence, N. 55°45'45" E., 61.76 feet along said north side of the dam,
Thence, N. 30°34'45" E., 36.24 feet along said north side of the dam to the centerline of the overflow channel,
Thence, N. 03°41'34" W., 37.77 feet along the meander of said pond,
Thence, S. 68°11'55" E., 91.56 feet to the Point of Beginning, containing 0.846 acres, more or less.

Bearings based on Plat of Blackhawk Ranch, Phase I, Book 8, Page 83 of Plats.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND IN THE SUPPLEMENTAL DECLARATION, AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF THE EASEMENTS.

THE LAND HEREBY DESCRIBED AND SHOWN ON THE FOREGOING PLAT WILL BE ANNEXED INTO BLACKHAWK LAKE ESTATES. THE ROAD ON THE THIS PLAT IS PRIVATE AND WILL BE MAINTAINED BY THE BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION.

THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS SHOWN IN THE PLAT WILL BE SERVED BY INDIVIDUAL WELLS.
THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH IDAHO CODE 31–3805 CONCERNING IRRIGATION RIGHTS AND DISCLOSURE.

BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC.
AN IDAHO CORPORATION

BY: _____

JOHN CORBETT, PRESIDENT
BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC.

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF_____

ON THIS____DAY OF_____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN CORBETT, PRESIDENT OF BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC., THE COMPANY THAT EXECUTED THE WITHIN INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC FOR THE STATE OF IDAHO

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208–634–3696/FAX 208–634–8475

PROFESSIONAL LAND SURVEYOR REGISTERED 9585 STATE OF IDAHO ROD M. SKIFTUN

FILE: BHAWKLAKE_POA_PLAT.dwg
DATE: 1 Dec. 2009

1702E01, 02 & 1802E35, 36

BLACKHAWK LAKE ESTATES
COMMON AREA ADDITION

Book _____, Page _____

Situate in Gov't Lot 4, and the SW1/4 NW1/4, of Section 1, and
Gov't Lots 1, 2, and 3, N1/2 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E.,
SE1/4 SW1/4, and the S1/2 SE1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M.
Valley County, Idaho

CERTIFICATE OF OWNERS CONTINUED

SOUTH COMMON AREA – PARCEL E

A parcel of land situate in the NE4 of the SE4 and the SE4 of the NE4, of Section 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, and the NW4 of the SW4 of Section 1, T.17 N., R. 2 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the 1/4 Corner of Sections 1 and 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded in Book 1, on Page 160 of Surveys, in the Office of the Recorder of Valley County, Idaho; thence, S. 00°37'07" W., 422.41 feet along the line common to said Sections 1 and 2, to a point on the southerly boundary of Lot 2, Amended Plat of Blackhawk Lake Estates, Phase I, as shown on the official plat thereof recorded as Instrument No. 206204, in Book 8, on Page 54, of Plats, the REAL POINT OF BEGINNING:

Thence, S. 55°29'35" E., 20.35 feet along said southerly lot boundary,
Thence, N. 54°30'45" E., 176.27 feet along the southerly boundary of said Amended Plat of Blackhawk Lake Estates, to the westerly right-of-way of Blackhawk Lake Drive,
Thence, 234.95 feet along said westerly right-of-way on a non-tangent curve to the right, whose radius is 285.00 feet, delta angle is 50°47'57", and whose long chord bears S. 08°26'59"W., 227.33 feet,
Thence, S. 33°50'58" W., 123.25 feet along said westerly right-of-way,
Thence, 323.68 feet along said westerly right-of-way on a curve to the left, whose radius is 160.00 feet, delta angle is 115°58'49", and whose long chord bears S. 24°08'27" E., 271.35 feet,
Thence, S. 82°07'51" E., 168.12 feet along said westerly right-of-way to a point on the westerly right-of-way of West Mountain Road,
Thence, S. 2°10'53" W., 77.00 feet along said westerly right-of-way,
Thence, 96.47 feet along said westerly right-of-way on a curve to the right, whose radius is 300.00 feet, delta angle is 18°25'25", and whose long chord bears S. 11°23'34" W., 96.05 feet,
Thence, S. 20°36'21" W., 6.77 feet along said westerly right-of-way,
Thence, S. 23°31'16" W., 189.82 feet along said westerly right-of-way, to a 5/8" rebar on Duffner Creek,
Thence, N. 33°04'14" W., 185.47 feet to a 5/8" rebar,
Thence, N. 16°23'22" W., 37.16 feet to a 5/8" rebar,
Thence, N. 57°21'05" W., 113.24 feet to a 5/8" rebar,
Thence, S. 89°03'46" W., 36.91 feet to the line common to Sections 1 and 2, T. 17 N., R. 2 E., B.M., Valley County, Idaho,
Thence, continuing S. 89°03'46" W., 50.12 feet to a 5/8" rebar,
Thence, N. 51°22'13" W., 346.80 feet to a 5/8" rebar,
Thence, N. 33°27'31" W., 133.12 feet to a 5/8" rebar,
Thence, N. 26°26'01" W., 164.10 feet to a 5/8" rebar,
Thence, N. 87°47'12" W., 251.31 feet to a 5/8" rebar,
Thence, N. 43°08'20" W., 121.59 feet to a 5/8" rebar,
Thence, N. 33°00'16" W., 266.92 feet to a 5/8" rebar,
Thence, N. 6°41'13" W., 111.01 feet to a 5/8" rebar,
Thence, N. 22°36'11" W., 285.93 feet to a 5/8" rebar,
Thence, N. 60°10'47 "W., 164.15 feet to a 5/8" rebar,
Thence, N. 28°01'47" W., 190.86 feet to a 5/8" rebar,
Thence, N. 11°05'18" E., 160.65 feet to a 5/8" rebar on the southerly boundary of Blackhawk Lake,
Thence, S. 43°39'15" E., 48.69 feet along said southerly lake boundary to the westerly boundary of the Blackhawk Lake Dam and Overflow Parcel,
Thence, S. 4°46'29" W., 44.63 feet along said westerly dam and overflow parcel boundary,
Thence, S. 15°56'43" W., 55.09 feet along said westerly boundary,
Thence, S. 16°49'59" E., 62.63 feet along said westerly boundary,
Thence, S. 28°01'47" E., 79.52 feet along said westerly boundary,
Thence, S. 40°56'55" E., 63.19 feet along said westerly boundary,
Thence, S. 60°10'47" E., 126.08 feet along said westerly boundary,
Thence, S. 35°19'30" E., 73.93 feet along said westerly dam and overflow parcel boundary to the westerly boundary of the Blackhawk Pond Parcel (aka. Banana Pond),
Thence, S. 23°08'58" E., 148.82 feet along said westerly pond parcel boundary,
Thence, S. 44°52'05" E., 51.05 feet along said westerly boundary,
Thence, S. 7°25'53" W., 59.78 feet along said westerly boundary,
Thence, S. 8°41'13" E., 102.39 feet along said westerly boundary,
Thence, S. 35°04'47" E., 120.35 feet along said westerly boundary,
Thence, S. 29°54'44" E., 131.28 feet along said westerly boundary,
Thence, S. 43°08'20" E., 96.91 feet along said westerly boundary,
Thence, S. 68°19'04" E., 30.62 feet along said westerly boundary,
Thence, N. 87°10'01" E., 50.07 feet along said westerly boundary,
Thence, N. 70°03'52" E., 92.03 feet along said westerly boundary,
Thence, S. 70°33'36" E., 69.09 feet along said westerly boundary,
Thence, S. 55°21'33" E., 51.24 feet along said westerly boundary,
Thence, S. 34°30'40" E., 46.00 feet along said westerly boundary,
Thence, S. 22°37'32" E., 121.84 feet along said westerly boundary,
Thence, S. 33°27'31" E., 48.59 feet along said westerly pond parcel boundary to the westerly boundary of the Blackhawk Pond Dam and Overflow Parcel boundary,
Thence, continuing S. 33°27'31" E., 37.44 feet along said westerly pond dam and overflow parcel boundary,
Thence, S. 89°08'44" E., 60.33 feet along said westerly boundary,
Thence, S. 52°15'12" E., 70.17 feet along said boundary,
Thence, S. 28°30'40" E., 82.49 feet along said boundary to a point on said Duffner Creek,
Thence, N. 75°12'12" E., 98.11 feet along pond dam and overflow parcel boundary,
Thence, N. 15°22'04" W., 87.79 feet along said parcel boundary,
Thence, N. 2°21'12" W., 65.38 feet along said parcel boundary,
Thence, N. 24°01'35" W., 81.32 feet along said parcel boundary,
Thence, N. 68°11'55" W., 91.56 feet along said parcel boundary, to a point on the easterly boundary of the Blackhawk Pond Parcel (aka. Banana Pond),
Thence, N. 10°22'23" W., 84.02 feet along said easterly pond parcel boundary,
Thence, N. 37°42'19" W., 62.97 feet along said boundary,
Thence, N. 80°06'34" W., 124.53 feet along said boundary,
Thence, N. 76°16'38" W., 256.23 feet along said boundary,
Thence, N. 40°41'02" W., 127.80 feet along said boundary,
Thence, N. 27°47'53" W., 113.02 feet along said boundary,
Thence, N. 5°34'56" W., 158.85 feet along said boundary,
Thence, N. 22°02'54" W., 192.10 feet along said boundary,
Thence, N. 35°27'44" W., 87.19 feet along said boundary, to a point on the southerly boundary of the Blackhawk Lake Dam and Overflow Parcel,
Thence, N. 56°56'07" E., 226.14 feet along said southerly dam and overflow parcel boundary to a 5/8" rebar on the westerly boundary of Lot 21, Amended Plat of Blackhawk Lake Estates, Phase I, as shown on the official plat thereof recorded as Instrument No. 206204, in Book 8, on Page 54, of Plats,
Thence, S. 26°29'03" E., 181.82 feet along the southerly boundary of said Amended Plat of Blackhawk Lake Estates to a 5/8" rebar,
Thence, S. 64°29'14" E., 125.00 feet to a 5/8" rebar marking the corner common to said Lot 21 and Parcel B, of said subdivision,
Thence, S. 12°29'15" E., 398.00 feet along said southerly subdivision boundary to a 5/8" rebar,
Thence, S. 75°28'27" E., 219.97 feet to a 5/8" rebar marking the corner common to Lots 1 and 2, of said subdivision,
Thence, S. 55°29'35" E., 267.70 feet along said southerly subdivision boundary, to the Point of Beginning, containing 12.997 acres, more or less.

Bearings based on Plat of Blackhawk Ranch, Phase I, Book 8, Page 83 of Plats.

EAST COMMON AREA – PARCEL F

A parcel of land situate in the NE4 of the NE4 of Section 2 and the W1/2 of Section 1, T. 17 N., R. 2 E., B.M., Valley County, Idaho, and the W1/2 of the SW1/4 of Section 36, and the SE1/4 of the SE1/4 of Section 35, T.18 N., R. 2 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the S1/16 Corner common to Sections 35 and 36, T. 18 N., R. 2 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded in Book 1, on Page 160 of Surveys, in the Office of the Recorder of Valley County, Idaho, the REAL POINT OF BEGINNING:

Thence, N. 45°03'17" E., 250.42 feet to a 1/2" rebar on the westerly right-of-way of West Mountain Road, as shown on the Plat of Blackhawk Ranch, Phase III, recorded in Book 9, Page 25 of Plats, in the Office of the Recorder of Valley County, Idaho,
Thence, 170.74 feet along said westerly right-of-way on a non-tangent curve to the right, whose radius is 2,340.00 feet, delta angle is 4°10'50", and whose long chord bears S. 00°58'58"W., 170.70 feet, to a 5/8" rebar,
Thence, S. 03°04'23" W., 1,330.63 feet along said westerly right-of-way to the line common to Section 36, T. 18 N., R. 2 E., B.M., Valley County, Idaho, and Section 1, T. 17 N., R. 2 E., B.M., Valley County, Idaho,
Thence, continuing S. 03°04'23" W., 358.70 feet along said westerly right-of-way to a 5/8" rebar,
Thence, 288.85 feet along said westerly right-of-way on a curve to the right, whose radius is 9,940.00 feet, delta angle is 1°39'54", and whose long chord bears S. 03°54'20" W., 288.84 feet, to a 5/8" rebar,
Thence, S. 04°44'17" W., 1726.23 feet along said westerly right-of-way to a 5/8" rebar,
Thence, 359.66 feet along said westerly right-of-way on a curve to the left, whose radius is 8,060.00 feet, delta angle is 2°33'24", and whose long chord bears S. 03°27'35" W., 359.63 feet to a 5/8" rebar,
Thence, S. 2°10'53" W., 556.21 feet along said westerly right-of-way, to a 5/8" rebar on the northerly right-of-way of Blackhawk Lake Drive, as shown on the Amended Plat of Blackhawk Lake Estates Phase 1, recorded as Book 8, Page 54 of Plats, in the Office of the Recorder of Valley County, Idaho,
Thence, N. 82°07'51" W., 162.15 feet along said northerly right-of-way, to a 5/8" rebar on the easterly right-of-way of said Blackhawk Lake Drive,
Thence, 182.18 feet along said easterly right-of-way on a curve to the right, whose radius is 60.00 feet, delta angle is 115°58'49", and whose long chord bears N. 24°08'28" W., 152.63 feet to a 5/8" rebar,
Thence, N. 33°50'58" E., 123.25 feet along said easterly right-of-way, to a 5/8" rebar,
Thence, 338.57 feet along said easterly right-of-way on a curve to the left, whose radius is 335.00 feet, delta angle is 57°33'49", and whose long chord bears N. 05°04'03" E., 322.59 feet to a 5/8" rebar,
Thence, N. 23°42'51" W., 168.21 feet along said easterly right-of-way, to a 5/8" rebar,
Thence, 245.90 feet along said easterly right-of-way on a curve to the right, whose radius is 425.00 feet, delta angle is 33°09'02", and whose long chord bears N. 07°08'20" W., 242.48 feet to a 5/8" rebar,
Thence, N. 09°26'11" E., 101.65 feet along said easterly right-of-way to a 5/8" rebar,
Thence, 312.96 feet along said easterly right-of-way on a curve to the left, whose radius is 315.00 feet, delta angle is 56°55'26", and whose long chord bears N. 19°01'32" W., 300.24 feet to a 5/8" rebar marking the Southwest corner of Lot 7, of said Amended Plat of Blackhawk Lake Estates Phase I,
Thence, N. 69°33'39" E., 305.34 feet to a 5/8" rebar marking the Southeast corner of said Lot 7,
Thence, N. 03°30'45" E., 363.75 feet to a 5/8" rebar marking the East corner common to Lots 8 and 9, of said Amended Plat of Blackhawk Lake Estates Phase I,
Thence, N. 10°29'15" W., 354.00 feet along the Easterly boundary of Lot 10, of said Amended Plat of Blackhawk Lake Estates Phase I, to a 5/8" rebar,
Thence, N. 33°59'15" W., 230.00 feet along said Easterly boundary, to a 5/8" rebar,
Thence, N. 64°29'15" W., 142.31 feet along said Easterly boundary, to the line common to Sections 1 and 2, T. 17 N., R. 2 E., B.M. Valley County, Idaho,
Thence, continuing N. 64°29'15" W., 52.24 feet to a 5/8" rebar on the easterly right-of-way of said Blackhawk Lake Drive marking the Northeast corner of said Lot 10,
Thence, 438.27 feet along said easterly right-of-way on a non-tangent curve to the left, whose radius is 871.39 feet, delta angle is 28°52'56", and whose long chord bears N. 03°27'14"E., 434.63 feet, to a 5/8" rebar,
Thence, N. 10°59'15" W., 50.75 feet to a 5/8" rebar marking the Southwest corner of Lot 11, of said Amended Plat of Blackhawk Lake Estates Phase I,
Thence, N. 85°30'45" E., 36.50 feet to the line common to said Sections 1 and 2, T. 17 N., R. 2 E., B.M. Valley County, Idaho,
Thence, continuing N. 85°30'45" E., 119.82 feet along the Southerly boundary of said Lot 11, to a 5/8" rebar,
Thence, N. 60°30'45" E., 200.00 feet to a 5/8" rebar marking the Southeast corner of said Lot 11,
Thence, N. 09°30'45" E., 235.93 feet along the Easterly boundaries of Lots 11 and 12, of said Amended Plat of Blackhawk Lake Estates Phase I, to the line common to Section 1, T. 17 N., R. 2 E., B.M., Valley County, Idaho, and Section 35, T. 18 N., R. 2 E., B.M., Valley County, Idaho,
Thence, continuing N. 09°30'45" E., 518.73 feet along the Easterly boundaries of Lots 12, 13, and 14, of said Amended Plat of Blackhawk Lake Estates Phase I, to the line common to Sections 35 and 36, T. 18 N., R. 2 E., B.M., Valley County, Idaho,
Thence, continuing N. 09°30'45" E., 53.34 feet to a 5/8" rebar marking the East corner common to Lot 14 and Parcel G, of said Amended Plat of Blackhawk Lake Estates Phase I,
Thence, N. 02°30'45" E., 515.00 feet to a 5/8" rebar marking the East corner common to Lots 16 and 17, and Parcel G, of said Amended Plat of Blackhawk Lake Estates Phase I,
Thence, N. 04°00'59" W., 243.46 feet along the Easterly boundary of said Lot 17, to the Point of Beginning containing 24.631 acres, more or less.

Bearings based on Plat of Blackhawk Ranch, Phase I, Book 8, Page 83 of Plats.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND IN THE SUPPLEMENTAL DECLARATION, AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF THE EASEMENTS.

THE LAND HEREBY DESCRIBED AND SHOWN ON THE FOREGOING PLAT WILL BE ANNEXED INTO BLACKHAWK LAKE ESTATES. THE ROAD ON THE THIS PLAT IS PRIVATE AND WILL BE MAINTAINED BY THE BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION.

THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS SHOWN IN THE PLAT WILL BE SERVED BY INDIVIDUAL WELLS.
THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH IDAHO CODE 31-3805 CONCERNING IRRIGATION RIGHTS AND DISCLOSURE.

BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC.
AN IDAHO CORPORATION

BY: _____

JOHN CORBETT, PRESIDENT
BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC.

ACKNOWLEDGEMENT

STATE OF IDAHO
COUNTY OF_____

ON THIS____ DAY OF_____, 20_____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN CORBETT, PRESIDENT OF BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC., THE COMPANY THAT EXECUTED THE WITHIN INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC FOR THE STATE OF IDAHO

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

PROFESSIONAL LAND SURVEYOR REGISTERED 9585 STATE OF IDAHO ROD M. SKIFTUN

FILE: BHAWKLAKE_POA_PLAT.dwg
DATE: 1 Dec. 2009

1702E01, 02 & 1802E35, 36

BLACKHAWK LAKE ESTATES
COMMON AREA ADDITION

Situate in Gov't Lot 4, and the SW1/4 NW1/4, of Section 1, and
Gov't Lots 1, 2, and 3, N1/2 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E.,
SE1/4 SW1/4, and the S1/2 SE1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M.
Valley County, Idaho

Book _____, Page _____

CERTIFICATE OF SURVEYOR

I, ROD M. SKIFTUN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ROD M. SKIFTUN
IDAHO NO. 9585

PROFESSIONAL LAND SURVEYOR
REGISTERED
9585
STATE OF IDAHO
ROD M. SKIFTUN

APPROVAL OF THE COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS ____ DAY OF _____, 20___, BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

CERTIFICATE OF THE COUNTY SURVEYOR

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND HAVE FOUND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

VALLEY COUNTY SURVEYOR DATE

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER DATE

APPROVAL OF VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS ____ DAY OF _____, 20___, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

CERTIFICATE OF THE COUNTY RECORDER

INSTRUMENT NUMBER _____

STATE OF IDAHO S.S.
COUNTY OF VALLEY

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____, AT ____ MINUTES PAST ____ O'CLOCK ____ M., ON THIS _____ DAY OF _____, 20___, AND DULY RECORDED IN BOOK ____ OF PLATS ON PAGE ____

DEPUTY EX OFFICIO RECORDER

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

Date: 1 Dec. 2008
FILE: BHAWKLAKE_POA_PLAT.dwg

1702E01, 02 & 1802E35, 36

Instrument # 437952
VALLEY COUNTY, CASCADE, IDAHO
3-1-2021 02:10:50 PM No. of Pages: 5
Recorded for : TOMMY ALHQUIST
DOUGLAS A. MILLER Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLAT

BLACKHAWK LAKE ESTATES SUBDIVISION—PHASE 5

A PORTION OF THE SW1/4 OF SECTION 1
A PORTION OF THE E1/2 OF SECTION 2
THE E1/2 NE1/4 NE1/4 OF SECTION 11
A PORTION OF THE NW1/4 OF SECTION 12
T.17N., R.2E., B.M
VALLEY COUNTY, IDAHO,
2021

250 125 0 250 500
HORIZONTAL SCALE IN FEET

BASIS OF BEARING

HORIZONTAL DATUM BASED ON IDAHO STATE PLANE, IDAHO WEST ZONE 1103. COORDINATES WERE DERIVED FROM GPS OBSERVATIONS AND PROJECTED TO GROUND BY APPLYING A SCALE FACTOR OF 1.0002839329 TO GRID VALUES. DISTANCES ARE GROUND DISTANCES AND ARE IN U.S. SURVEY FEET.

LINE TABLE		
LINE	LENGTH	BEARING
L1	44.43'	N80°21'31"E
L2	65.23'	N26°21'03"E
L3	49.54'	N62°46'46"E
L4	64.12'	N33°14'05"E
L5	77.24'	N70°48'51"E
L6	70.25'	S81°29'47"E
L7	112.00'	S47°26'00"E
L8	165.43'	S45°57'18"E
L9	138.56'	S54°48'35"E
L10	137.39'	S70°24'07"E
L11	156.30'	S34°32'34"E
L12	202.75'	S43°32'54"E
L13	160.86'	S11°08'05"W
L14	190.77'	S28°03'10"E
L15	164.07'	S00°07'10"E
L16	285.98'	S22°36'30"E
L17	110.86'	S08°39'56"E
L18	267.44'	S32°56'56"E

LINE TABLE		
LINE	LENGTH	BEARING
L19	121.42'	S43°17'37"E
L20	251.33'	S87°48'04"E
L21	163.99'	S26°25'38"E
L22	133.12'	S33°27'15"E
L23	346.91'	S51°20'28"E
L24	49.86'	S89°02'52"W
L25	53.00'	S40°16'41"E
L26	107.52'	N00°04'02"E
L27	188.79'	N23°32'55"E
L28	178.36'	S14°38'31"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	98.77'	335.00'	16°53'35"	N31°49'34"W	98.41'
C2	54.65'	20.00'	156°32'51"	N78°20'28"E	39.17'
C3	635.93'	1550.00'	23°28'53"	S11°46'29"W	630.80'
C4	96.49'	300.00'	18°25'44"	N11°23'28"E	96.08'
C5	148.75'	400.00'	21°16'24"	N12°53'43"E	147.89'
C6	594.29'	1450.00'	23°28'53"	S11°46'29"W	590.10'
C7	221.79'	2170.00'	5°31'16"	N02°59'41"E	221.65'
C8	185.68'	275.00'	38°41'10"	S13°25'15"E	182.17'
C9	253.20'	375.00'	38°41'10"	S13°25'15"E	248.42'
C10	196.78'	2070.00'	5°25'06"	N03°12'47"E	196.69'
C11	29.97'	35.00'	49°03'23"	N24°01'26"W	29.06'
C12	62.14'	105.00'	33°54'38"	S31°35'51"E	61.24'
C13	88.95'	265.00'	19°13'52"	N24°15'27"W	88.53'

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
- FOUND 5/8" REBAR OR AS NOTED
- CALCULATED POINT, NO MONUMENT SET OR FOUND
- P.O.B. POINT OF BEGINNING

SURVEY NARRATIVE

THIS SURVEY WAS COMPLETED TO SUBDIVIDE THE PROPERTIES SHOWN HEREON AS DEFINED BY THE VALLEY COUNTY SUBDIVISION ORDINANCE. ALL MONUMENTS FOUND WERE HELD AND ACCEPTED.

REFER TO:
R.O.S., BOOK 14, PAGE 13, INST. NO. 427204
R.O.S., BOOK 11, PAGE 26, INST. NO. 343633
R.O.S., BOOK 1, PAGE 160, INST. NO. 124847
PLAT OF BLACKHAWK LAKE ESTATES COMMON AREA ADDITION BOOK 12, PAGE 40, INST. NO. 348194

FLOOD PLAIN NOTE

FEMA FIRM PANEL(S): 16085C0985C
FIRM EFFECTIVE DATE(S): 2/1/2019
FLOOD ZONE(S): ZONE X
BASE FLOOD ELEVATION(S): NA
FLOOD ZONES ARE SUBJECT TO CHANGE BY FEMA & ALL LAND WITHIN A FLOODWAY OR FLOODPLAIN IS REGULATED BY TITLE 9 AND TITLE 11 OF THE VALLEY COUNTY CODE.

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO CODE 50-1331 THRU 50-1333 AND THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.

NOTES

1. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF ANY BUILDING PERMIT.
2. BELLA VIEW DRIVE, CHLOE COURT AND BLACKHAWK LAKE DRIVE ARE PRIVATELY OWNED AND MAINTAINED. THEY ARE SUBJECT TO THE PRIVATE ROAD DECLARATION, RECORDED IN THE OFFICE OF THE VALLEY COUNTY RECORDER AS INST. NO._____.
3. BLACKHAWK LAKE DRIVE NORTH OF THE GATE ACCESS SHALL BE OWNED BY THE BLACKHAWK LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.
4. BLACKHAWK LAKE DRIVE SOUTH OF THE GATE ACCESS AS WELL AS BELLA VIEW DRIVE AND CHLOE COURT SHALL BE OWNED BY THE EAST VIEW HOMEOWNERS ASSOCIATION, INC.
5. BLACKHAWK LAKE DRIVE SHALL BE MAINTAINED BY THE BLACKHAWK LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. AND THE EAST VIEW HOMEOWNERS ASSOCIATION, INC. PURSUANT TO THAT ROAD MAINTENANCE AGREEMENT, RECORDED IN THE OFFICE OF THE VALLEY COUNTY RECORDER AS INST. NO._____.
6. UTILITY AND DRAINAGE EASEMENTS SHALL BE 20 FEET WIDE ON THE INTERIOR SIDE OF ALL LOT LINES ADJOINING ROADS AND SHALL FURTHER SERVE AS SNOW STORAGE AND REMOVAL. THE RIGHTS-OF-WAY OF BELLA VIEW DRIVE, CHLOE COURT AND BLACKHAWK LAKE DRIVE SHALL FURTHER SERVE AS UTILITY AND DRAINAGE EASEMENTS.
7. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-3805, AND THE REQUIREMENTS IN I.C. 31-3805 ARE NOT APPLICABLE.
8. THIS SUBDIVISION EXCLUDING LOTS 12, 13, 14, 15 AND THE EMERGENCY ACCESS EASEMENT AND NON-MOTORIZED PEDESTRIAN EASEMENT SHALL BE SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAST VIEW SUBDIVISION RECORDED AS INST. NO._____.
9. LOTS 12, 13, 14, 15 AND THE EMERGENCY ACCESS EASEMENT AND NON-MOTORIZED PEDESTRIAN EASEMENT SHALL BE SUBJECT TO THE BLACKHAWK LAKE ESTATES 2018 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INST. NO. 415999 AND THE SUPPLEMENTAL DECLARATION FOR BLACKHAWK LAKE ESTATES SUBDIVISION ANNEXING PHASE 5 LOTS RECORDED AS INST. NO._____.
10. THIS SUBDIVISION IS SUBJECT TO TERMS AND CONDITIONS OF THE DECLARATION OF FIRE STANDARDS RECORDED AS INST. NO._____.
11. ONLY TWO WOOD BURNING DEVICES ALLOWED PER LOT.
12. EXTERIOR LIGHTING SHALL COMPLY WITH VALLEY COUNTY ORDINANCES.
13. AB WEST MOUNTAIN HOLDINGS HAS PREVIOUSLY RESERVED, CREATED, AND GRANTED THAT CERTAIN GRANT OF ACCESS EASEMENT (MOUNTAIN ACCESS EASEMENT), RECORDED IN THE OFFICIAL RECORDS OF VALLEY COUNTY, IDAHO ON MARCH 6, 2020, AS INSTRUMENT NO. 427250, WHICH PROVIDES ACCESS TO CERTAIN PROPERTY DESCRIBED THEREIN.

PROFESSIONAL LAND SURVEYOR LICENSE 14217 STATE OF IDAHO 2/24/21 DANIEL T. DUNN

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-1326 IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

Sam Mitt REHS 2/19/21
DISTRICT HEALTH DEPARTMENT, EHS DATE

437951
INST. NO.

CENTRAL DISTRICT HEALTH NOTES

LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.

NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.

REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.

SHEET 1 OF 5

25 COYOTE TRAIL
CASCADE, ID 83611
PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

dunn LAND SURVEYS, INC.

Instrument # 437952
VALLEY COUNTY, CASCADE, IDAHO
3-1-2021 02:10:50 PM No. of Pages: 5
Recorded for : TOMMY ALHQUIST
DOUGLAS A. MILLER Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLAT

BOOK 13 PAGE 73 OF PLATS

BLACKHAWK LAKE ESTATES SUBDIVISION–PHASE 5

A PORTION OF THE SW1/4 OF SECTION 1
A PORTION OF THE E1/2 OF SECTION 2
THE E1/2 NE1/4 NE1/4 OF SECTION 11
A PORTION OF THE NW1/4 OF SECTION 12
T.17N., R.2E., B.M
VALLEY COUNTY, IDAHO,
2021

150 75 0 150 300
HORIZONTAL SCALE IN FEET

NOTES

SEE SHEET 1 & 3 FOR ADDITIONAL INFORMATION.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217 (UNLESS OTHERWISE NOTED)
- FOUND 5/8" REBAR OR AS NOTED
- CALCULATED POINT, NO MONUMENT SET OR FOUND

LINE TABLE		
LINE	LENGTH	BEARING
L19	121.42'	S43°17'37"E
L20	251.33'	S87°49'04"E
L21	163.99'	S26°25'38"E
L22	133.12'	S33°27'15"E
L23	346.81'	S51°20'28"E
L24	49.86'	S89°02'52"W
L29	85.18'	N32°45'50"W
L30	33.51'	N02°14'31"E
L31	42.51'	N00°04'02"E
L32	30.40'	S32°36'38"E
L33	45.66'	S36°56'21"E
L34	20.30'	S89°58'00"W
L35	25.39'	S06°38'02"E
L36	69.52'	S00°35'02"W
L37	62.52'	S05°06'18"W
L38	28.94'	N59°14'30"E
L39	101.60'	S00°20'09"W
L40	58.81'	N42°25'47"W
L45	40.00'	S03°50'34"W
L46	40.00'	S88°09'26"E
L63	14.14'	S31°23'59"E
L64	110.00'	S76°23'59"E
L65	14.14'	N58°36'01"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C14	219.44'	325.00'	38°41'10"	S13°25'15"E	215.29'
C15	216.64'	2120.00'	5°51'18"	N02°39'41"E	216.54'
C16	614.74'	1500.00'	23°28'53"	S11°48'29"W	610.45'
C17	130.15'	350.00'	21°18'24"	N12°53'43"E	129.41'
C18	24.53'	70.00'	20°04'48"	S24°40'55"E	24.41'
C19	134.23'	300.00'	25°38'10"	N27°27'36"W	133.11'
C20	121.85'	125.00'	55°51'09"	S12°21'07"E	117.06'
C21	168.20'	200.00'	48°11'05"	N06°31'05"W	163.28'
C22	191.07'	250.00'	43°47'21"	N54°30'18"W	186.45'
C23	66.20'	500.00'	7°35'10"	N80°11'34"W	66.15'
C24	49.09'	500.00'	5°37'30"	N86°47'54"W	49.07'
C25	115.44'	150.00'	44°05'47"	S87°33'45"E	112.62'
C26	22.43'	150.00'	8°34'30"	S41°13'37"E	22.43'
C27	168.67'	200.00'	47°44'46"	S13°03'59"E	163.88'
C28	100.23'	500.00'	11°29'08"	N06°03'50"E	100.07'
C29	241.95'	250.00'	55°27'05"	N38°24'18"W	232.62'
C30	79.96'	300.00'	15°16'28"	S89°00'12"W	79.74'
C31	59.69'	300.00'	11°23'58"	S75°39'58"W	59.59'
C32	149.76'	250.00'	34°18'18"	S18°34'37"E	147.53'
C33	250.83'	650.00'	22°06'36"	N29°40'58"W	249.28'
C34	43.05'	125.00'	19°43'59"	N01°45'41"W	42.84'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C35	113.73'	300.00'	21°43'15"	N16°57'37"E	113.05'
C36	93.55'	150.00'	36°29'47"	S11°34'41"W	93.94'
C37	42.00'	125.00'	19°15'10"	N02°57'22"E	41.81'
C38	64.38'	300.00'	12°17'28"	S08°26'14"W	64.23'
C39	95.94'	300.00'	18°18'12"	N09°26'35"E	95.43'
C40	89.85'	330.00'	15°38'02"	N38°23'42"E	89.58'
C41	119.89'	125.00'	54°57'13"	S06°43'07"W	115.35'
C42	29.82'	265.00'	6°24'18"	N37°04'32"W	29.81'
C43	155.87'	160.00'	55°51'09"	S12°21'07"E	149.57'
C44	138.76'	165.00'	48°11'05"	N06°31'05"W	134.71'
C45	164.33'	215.00'	43°47'21"	N54°30'18"W	160.35'
C46	35.46'	20.00'	101°35'49"	S52°48'07"W	31.00'
C47	134.12'	215.00'	35°44'26"	S15°52'02"E	131.95'
C48	208.72'	685.00'	17°27'28"	N25°00'32"W	207.91'
C49	55.62'	685.00'	4°39'08"	N13°57'14"W	55.60'
C50	55.11'	160.00'	19°43'59"	N01°45'41"W	54.83'
C51	127.00'	335.00'	21°43'15"	N16°57'37"E	126.24'
C52	36.63'	115.00'	18°14'34"	S20°42'06"W	36.47'
C53	36.63'	115.00'	18°14'34"	S02°27'14"W	36.47'
C54	53.76'	160.00'	19°15'10"	N02°57'22"E	53.51'
C55	56.85'	265.00'	12°17'28"	S08°26'14"W	56.74'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C56	107.02'	335.00'	18°18'12"	N09°26'35"E	106.56'
C57	30.35'	365.00'	4°45'52"	N20°56'37"E	30.34'
C58	69.03'	365.00'	10°50'10"	N28°46'38"E	68.93'
C59	86.32'	90.00'	54°37'13"	S06°43'07"W	83.05'
C60	23.73'	20.00'	67°39'32"	S54°44'48"E	22.38'
C61	160.30'	60.00'	153°04'14"	N12°11'55"W	116.70'
C62	43.39'	160.00'	15°32'20"	S12°59'20"E	43.26'
C63	110.07'	150.00'	39°24'53"	S14°29'17"W	107.91'
C64	42.75'	295.00'	8°18'12"	N30°02'37"E	42.71'
C65	37.57'	295.00'	7°17'50"	N22°14'36"E	37.55'
C66	84.65'	265.00'	18°18'12"	N09°26'35"E	84.30'
C67	71.88'	335.00'	12°17'28"	S08°26'14"W	71.73'
C68	30.24'	90.00'	19°15'10"	N02°57'22"E	30.10'
C70	117.84'	185.00'	36°29'47"	S11°34'41"W	115.86'
C71	100.46'	265.00'	21°43'15"	N16°57'37"E	99.86'
C72	31.00'	90.00'	19°43'59"	N01°45'41"W	30.84'
C73	48.13'	615.00'	4°29'01"	N13°52'11"W	48.11'
C74	189.29'	615.00'	17°37'35"	N24°55'29"W	188.45'
C75	170.72'	285.00'	34°19'18"	S18°34'37"E	168.16'
C76	92.63'	60.00'	88°44'35"	S01°36'30"W	83.62'
C77	98.12'	80.00'	47°21'28"	N22°38'04"E	94.29'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C78	22.34'	20.00'	64°00'02"	S32°20'11"W	21.20'
C79	27.90'	200.00'	7°59'33"	N15°45'43"W	27.88'
C80	45.73'	200.00'	13°06'06"	N06°12'54"W	45.63'
C81	60.75'	165.00'	21°05'39"	N10°12'40"W	60.40'
C82	87.75'	90.00'	55°51'09"	S12°21'07"E	84.30'
C83	197.63'	255.00'	48°11'05"	N06°31'05"W	191.86'
C84	217.82'	265.00'	47°47'21"	N54°30'18"W	212.55'
C85	93.00'	535.00'	9°57'37"	N81°22'47"W	92.89'
C86	30.36'	535.00'	3°15'04"	N87°58'07"W	30.35'
C87	105.72'	115.00'	52°40'17"	S83°16'30"E	102.03'
C88	137.50'	165.00'	47°44'46"	S13°03'59"E	133.55'
C89	24.00'	535.00'	2°34'12"	N09°31'18"E	24.00'
C90	83.25'	535.00'	8°54'57"	N03°46'43"E	83.17'
C91	127.03'	265.00'	25°38'18"	N13°26'55"W	125.99'
C92	148.79'	285.00'	29°54'46"	N41°10'27"W	147.11'
C93	208.08'	215.00'	55°27'05"	N38°24'18"W	200.05'
C94	93.22'	465.00'	11°29'09"	N05°03'50"E	93.06'
C95	143.87'	235.00'	35°04'41"	S06°43'36"E	141.64'
C96	42.21'	30.00'	120°54'42"	N36°11'04"E	34.80'
C97	20.68'	20.00'	59°14'27"	S53°44'21"E	19.77'
C98	156.35'	60.00'	149°18'07"	S81°13'49"W	116.72'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C99	22.13'	20.00'	63°23'15"	N38°18'23"E	21.02'
C100	123.37'	265.00'	26°40'29"	S83°18'13"W	122.26'
C101	18.75'	30.00'	35°49'03"	N85°27'03"W	18.45'
C102	138.83'	185.00'	42°04'07"	S88°34'35"E	132.80'
C103	124.40'	125.00'	57°01'15"	S73°48'55"W	119.33'
C104	31.42'	20.00'	90°00'00"	S41°09'26"E	28.28'
C105	34.38'	20.00'	98°26'59"	N53°05'03"E	30.30'
C131	15.77'	2070.00'	0°26'11"	N00°17'08"E	15.77'

SHEET 2 OF 5

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

dunn LAND SURVEYS, INC.

BLACKHAWK LAKE ESTATES SUBDIVISION—PHASE 5

A PORTION OF THE SW1/4 OF SECTION 1
A PORTION OF THE E1/2 OF SECTION 2
THE E1/2 NE1/4 NE1/4 OF SECTION 11
A PORTION OF THE NW1/4 OF SECTION 12
T.17N., R.2E., B.M
VALLEY COUNTY, IDAHO,
2021

150 75 0 150 300
HORIZONTAL SCALE IN FEET

NOTES

SEE SHEETS 1 & 2 FOR ADDITIONAL INFORMATION.

LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- EASEMENT LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
- FOUND 5/8" REBAR OR AS NOTED
- CALCULATED POINT, NO MONUMENT SET OR FOUND

Instrument # 437952
VALLEY COUNTY, CASCADE, IDAHO
3-1-2021 02:10:50 PM No. of Pages: 5
Recorded for : TOMMY ALHQUIST
DOUGLAS A. MILLER Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLAT

LINE TABLE		
LINE	LENGTH	BEARING
L1	44.43'	N80°21'31"E
L2	65.23'	N28°21'03"E
L3	49.54'	N62°46'48"E
L4	64.12'	N33°14'05"E
L5	77.24'	N70°48'51"E
L6	70.25'	S81°29'47"E
L7	112.00'	S47°26'00"E
L8	165.43'	S45°37'18"E
L9	138.66'	S54°46'33"E
L10	137.39'	S70°24'07"E
L11	156.30'	S34°32'34"E
L12	202.75'	S43°32'34"E
L13	180.85'	S11°08'05"W
L14	160.77'	S28°03'10"E
L15	164.07'	S60°07'10"E
L16	285.96'	S22°36'30"E
L17	110.86'	S08°39'56"E
L18	267.44'	S32°56'56"E
L33	45.69'	S36°56'21"E
L34	20.30'	S69°58'00"W
L35	25.59'	S08°38'02"E
L36	69.52'	S20°35'02"W
L42	179.92'	N77°40'28"W

LINE TABLE		
LINE	LENGTH	BEARING
L43	60.00'	N86°09'26"W
L44	60.00'	S03°50'34"W
L45	40.00'	S03°50'34"W
L46	40.00'	S86°09'26"E
L47	48.49'	S36°07'50"E
L48	36.58'	N43°48'54"E
L49	82.72'	N03°19'16"E
L50	118.17'	N03°19'16"E
L51	28.66'	N43°48'54"E
L52	27.03'	S12°31'36"E
L53	88.00'	N88°40'44"W
L54	18.39'	N03°16'16"E
L55	119.43'	S03°02'03"W
L56	85.93'	S80°27'25"W
L57	130.00'	S18°23'30"E
L58	61.11'	S80°17'17"E
L59	61.01'	S74°29'20"W
L60	58.72'	S74°29'20"W
L61	75.50'	N73°13'12"E
L62	15.57'	S44°06'08"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C23	66.20'	500.00'	7°35'10"	N80°11'34"W	66.15'
C24	49.09'	500.00'	5°37'30"	N86°47'34"W	49.07'
C25	115.44'	150.00'	44°05'47"	S67°33'45"E	112.62'
C26	22.45'	150.00'	8°34'30"	S41°13'37"E	22.43'
C27	166.67'	200.00'	47°44'46"	S13°03'59"E	161.88'
C28	100.23'	500.00'	11°29'09"	N05°03'50"E	100.07'
C29	241.95'	250.00'	55°27'05"	N28°24'18"W	232.62'
C30	79.96'	300.00'	15°16'28"	S89°00'12"W	79.74'
C31	59.69'	300.00'	11°23'58"	S75°39'59"W	59.59'
C32	149.78'	250.00'	34°19'18"	S18°34'37"E	147.53'
C46	35.46'	20.00'	101°35'49"	S52°48'07"W	31.00'
C47	134.12'	215.00'	35°44'26"	S15°52'02"E	131.95'
C75	170.72'	285.00'	34°19'18"	S18°34'37"E	168.18'
C85	93.00'	535.00'	9°57'37"	N81°22'47"W	92.89'
C86	30.38'	535.00'	3°15'04"	N87°59'07"W	30.35'
C87	105.72'	115.00'	52°40'17"	S63°16'30"E	102.03'
C88	137.50'	165.00'	47°44'46"	S13°03'59"E	133.55'
C89	24.00'	535.00'	2°34'12"	N09°31'18"E	24.00'
C90	83.25'	535.00'	8°54'57"	N03°46'43"E	83.17'
C91	127.03'	285.00'	25°32'19"	N13°26'55"W	125.99'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C92	148.79'	285.00'	29°54'46"	N41°10'27"W	147.11'
C93	208.08'	215.00'	55°27'05"	N28°24'18"W	200.05'
C94	93.22'	465.00'	11°28'09"	N05°03'50"E	93.06'
C95	143.57'	235.00'	35°04'41"	S08°43'56"E	141.64'
C96	42.21'	20.00'	120°54'42"	N36°11'04"E	34.80'
C97	20.88'	20.00'	59°14'27"	S53°44'21"E	19.77'
C98	156.35'	60.00'	149°16'07"	S81°13'49"W	115.72'
C99	22.13'	20.00'	63°23'15"	N38°18'23"E	21.02'
C100	123.37'	265.00'	26°40'26"	S63°18'13"W	122.26'
C101	18.75'	30.00'	35°48'03"	N65°27'03"W	18.45'
C102	135.83'	185.00'	42°04'07"	S68°34'39"E	132.80'
C103	194.40'	125.00'	57°01'15"	S73°48'35"W	112.33'
C104	31.42'	20.00'	90°00'00"	S41°09'26"E	28.28'
C105	34.38'	20.00'	98°28'59"	N53°09'03"E	30.30'
C106	371.92'	275.00'	58°39'18"	S27°48'11"E	280.98'
C107	155.78'	200.00'	44°37'35"	N21°47'20"W	151.87'
C108	184.26'	300.00'	35°11'29"	S26°30'23"E	181.38'
C109	291.48'	475.00'	35°09'31"	N26°29'25"W	286.92'
C110	369.78'	230.00'	92°06'56"	S89°52'22"W	331.22'
C111	121.54'	150.00'	46°25'31"	N67°01'39"E	118.24'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C112	44.38'	150.00'	16°56'35"	S81°17'16"E	44.20'
C113	308.53'	310.00'	56°39'18"	S27°48'11"E	294.20'
C114	237.32'	240.00'	56°39'18"	S27°48'11"E	227.78'
C115	183.04'	235.00'	44°37'35"	N21°47'20"W	178.44'
C116	77.81'	265.00'	16°49'21"	S35°41'28"E	77.53'
C117	15.76'	265.00'	3°24'28"	S25°34'33"E	15.76'
C118	69.20'	265.00'	14°57'40"	S16°33'29"E	69.00'
C119	312.65'	310.00'	35°09'31"	N26°29'25"W	308.07'
C120	426.05'	265.00'	92°06'56"	S89°52'22"W	381.62'
C121	43.16'	20.00'	123°39'30"	S74°31'21"E	35.26'
C122	24.24'	20.00'	69°27'04"	S38°02'46"W	22.79'
C123	93.50'	185.00'	28°57'26"	N59°17'37"E	92.51'
C124	313.51'	185.00'	92°06'56"	S89°52'22"W	280.82'
C125	284.94'	440.00'	37°06'17"	N25°31'02"W	279.99'
C126	198.38'	335.00'	34°05'59"	S24°00'53"E	196.45'
C127	54.41'	52.50'	59°23'00"	N19°43'58"E	52.01'
C128	55.27'	37.50'	84°26'54"	S32°15'53"W	50.40'
C129	77.38'	52.50'	84°26'54"	S32°15'53"W	70.56'
C130	34.76'	37.50'	53°08'19"	N15°36'35"E	33.55'

PROFESSIONAL LAND SURVEYOR LICENSED 14217 7/24/2020 STATE OF IDAHO DANIEL T. DUNN

SHEET 3 OF 5

25 COYOTE TRAIL
CASCADE, ID 83611
PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

dunn LAND SURVEYS, INC.

BLACKHAWK LAKE ESTATES SUBDIVISION—PHASE 5

A PORTION OF THE SW1/4 OF SECTION 1
A PORTION OF THE E1/2 OF SECTION 2
THE E1/2 NE1/4 NE1/4 OF SECTION 11
A PORTION OF THE NW1/4 OF SECTION 12
T.17N., R.2E., B.M
VALLEY COUNTY, IDAHO,
2021

Instrument # 437952
VALLEY COUNTY, CASCADE, IDAHO
3-1-2021 02:10:50 PM No. of Pages: 5
Recorded for : TOMMY ALHQUIST
DOUGLAS A. MILLER Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLAT

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT AB WEST MOUNTAIN HOLDINGS, LLC., AN IDAHO LIMITED LIABILITY COMPANY IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 1 A PORTION OF THE E1/2 OF SECTION 2 THE E1/2 NE1/4 NE1/4 OF SECTION 11 AND A PORTION OF THE NW1/4 OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 2 E, BOISE MERIDIAN, VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2, A FOUND 5/8 INCH REBAR, CP&F INST. NO. 398765, CORNER RECORDS OF SAID VALLEY COUNTY, SAID REBAR BEING THE TRUE POINT OF BEGINNING.

THENCE A BEARING OF S 00°47'14" W A DISTANCE OF 1321.85 FEET, ON THE EAST BOUNDARY OF SAID E1/2 NE1/4 NE1/4 SECTION 11 TO A FOUND 5/8 INCH REBAR MARKING THE N1/16 CORNER COMMON TO SAID SECTION 11 AND SECTION 12;
THENCE A BEARING OF N 89°39'51" W A DISTANCE OF 686.05 FEET, ON THE SOUTH BOUNDARY OF SAID E1/2 NE1/4 NE1/4 SECTION 11 TO A FOUND 5/8 INCH REBAR MARKING THE C-N-E 1/64 CORNER SAID SECTION 11;
THENCE A BEARING OF N 00°56'09" E A DISTANCE OF 1321.76 FEET, ON THE WEST BOUNDARY OF SAID E1/2 NE1/4 NE1/4 SECTION 11 TO A FOUND 5/8 INCH REBAR MARKING THE E-E 1/64 CORNER COMMON TO SAID SECTIONS 2 AND SECTION 11;
THENCE A BEARING OF N 00°35'02" E A DISTANCE OF 1317.92 FEET, ON THE WEST BOUNDARY OF THE E1/2 SE1/4 SE1/4 SAID SECTION 2 TO A SET 5/8 INCH REBAR MARKING THE C-E-SE 1/64 CORNER SAID SECTION 2;
THENCE A BEARING OF N 89°36'39" W A DISTANCE OF 664.00 FEET, ON THE NORTH BOUNDARY OF SAID E1/2 SE1/4 SE1/4 SAID SECTION 2 TO A FOUND 5/8 INCH REBAR MARKING THE SE 1/16 CORNER SAID SECTION 2;
THENCE A BEARING OF N 00°31'27" E A DISTANCE OF 1318.65 FEET, ON THE WEST BOUNDARY OF NE1/4 SE1/4 SAID SECTION 2 TO A FOUND BRASS CAP MONUMENT MARKING THE CE1/16 CORNER SAID SECTION 2;
THENCE A BEARING OF N 41°03'53" W A DISTANCE OF 794.11 FEET, TO A FOUND ALUMINUM CAP MONUMENT;
THENCE A BEARING OF N 89°29'24" W A DISTANCE OF 422.04 FEET, TO A FOUND 5/8 REBAR;
THENCE A BEARING OF N 03°19'16" E A DISTANCE OF 372.71 FEET, TO A FOUND 5/8 INCH REBAR ON THE BOUNDARY OF BLACKHAWK LAKE PARCEL A, BLACKHAWK LAKE ESTATES COMMON AREA ADDITION, AS SHOWN ON THE OFFICIAL PLAT THEREOF RECORDED IN BOOK 12, PAGE 40 OF PLATS, IN THE OFFICE OF RECORDER, SAID VALLEY COUNTY;
THENCE THE FOLLOWING BEARINGS AND DISTANCES ON SAID BOUNDARY OF PARCEL A:
THENCE A BEARING OF N 80°21'31" E A DISTANCE OF 44.43 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF N 26°21'03" E A DISTANCE OF 65.23 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF N 62°46'46" E A DISTANCE OF 49.54 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF N 33°14'05" E A DISTANCE OF 64.12 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF N 70°48'51" E A DISTANCE OF 77.24 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 81°29'47" E A DISTANCE OF 70.25 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 47°26'00" E A DISTANCE OF 112.00 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 45°57'18" E A DISTANCE OF 165.43 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 54°48'35" E A DISTANCE OF 138.56 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 70°24'07" E A DISTANCE OF 137.39 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 34°32'34" E A DISTANCE OF 156.30 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 43°32'54" E A DISTANCE OF 202.75 FEET, TO A FOUND 5/8 INCH REBAR MARKING THE CORNER OF SAID PARCEL A AND SOUTH COMMON AREA PARCEL E, SAID BLACKHAWK LAKE ESTATES COMMON AREA ADDITION;
THENCE THE FOLLOWING BEARINGS AND DISTANCES ON SAID BOUNDARY OF SOUTH COMMON AREA PARCEL E;
THENCE A BEARING OF S 11°09'05" W A DISTANCE OF 160.65 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 28°03'10" E A DISTANCE OF 190.77 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 60°07'10" E A DISTANCE OF 164.07 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 22°36'30" E A DISTANCE OF 285.96 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 08°39'56" E A DISTANCE OF 110.86 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 32°56'56" E A DISTANCE OF 267.44 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 43°17'37" E A DISTANCE OF 121.42 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 87°49'04" E A DISTANCE OF 251.33 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 26°25'38" E A DISTANCE OF 163.99 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 33°27'15" E A DISTANCE OF 133.12 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF S 51°20'28" E A DISTANCE OF 346.91 FEET, TO A SET BRASS PLUG IN BOULDER;
THENCE A BEARING OF N 89°02'52" E A DISTANCE OF 49.88 FEET, TO A FOUND 5/8 INCH REBAR ON THE EAST BOUNDARY OF SAID SECTION 2;
THENCE LEAVING SAID BOUNDARY OF SOUTH COMMON AREA E, A BEARING OF S 00°38'37" W A DISTANCE OF 860.28 FEET, ON SAID EAST BOUNDARY OF SECTION 2, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 40°16'41" E A DISTANCE OF 53.09 FEET, TO A SET 5/8 INCH REBAR;
THENCE 98.77 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 335.00 FEET, A DELTA ANGLE OF 16°53'35" AND A LONG CHORD WHICH BEARS S 31°49'54"E, A DISTANCE OF 98.41 FEET, TO A SET 5/8 INCH REBAR;
THENCE 54.65 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 156°32'51" AND A LONG CHORD WHICH BEARS N 78°20'28"E, A DISTANCE OF 39.17 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF N 00°04'02" E A DISTANCE OF 107.52 FEET, TO A SET 5/8 INCH REBAR;
THENCE 635.23 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1550.00 FEET, A DELTA ANGLE OF 23°28'53" AND A LONG CHORD WHICH BEARS N 11°48'29"E, A DISTANCE OF 630.80 FEET, TO A FOUND 5/8 INCH REBAR ON THE BOUNDARY OF SAID SOUTH COMMON AREA PARCEL E;
THENCE THE FOLLOWING BEARINGS AND DISTANCES ON SAID SOUTH COMMON AREA PARCEL E:
THENCE A BEARING OF N 23°32'55"E, A DISTANCE OF 189.79 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF N 19°56'46" E A DISTANCE OF 4.75 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE 98.49 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 18°25'44" AND A LONG CHORD WHICH BEARS N 11°23'28"E, A DISTANCE OF 98.08 FEET, TO A FOUND 5/8 INCH REBAR;
THENCE A BEARING OF N 02°14'31" E A DISTANCE OF 33.43 FEET, TO A FOUND 5/8 INCH REBAR ON THE WEST RIGHT-OF-WAY BOUNDARY OF WEST MOUNTAIN ROAD AS SHOWN ON THE OFFICIAL PLAT OF BLACKHAWK RANCH PHASE 3 RECORDED IN BOOK 9, PAGE 25 OF PLATS, IN THE OFFICE OF RECORDER, SAID VALLEY COUNTY;
THENCE LEAVING SAID BOUNDARY OF COMMON AREA PARCEL E, A BEARING S 87°47'59" E A DISTANCE OF 100.00 FEET ON SAID RIGHT-OF-WAY BOUNDARY TO A FOUND 5/8 INCH REBAR ON THE EAST BOUNDARY OF SAID WEST MOUNTAIN ROAD;
THENCE A BEARING OF S 02°14'31" W A DISTANCE OF 33.58 FEET, TO A SET 5/8 INCH REBAR;
THENCE 148.75 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF 21°18'24" AND A LONG CHORD WHICH BEARS S 12°33'43"W, A DISTANCE OF 147.89 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 23°32'55" W A DISTANCE OF 179.37 FEET, TO A SET 5/8 INCH REBAR;
THENCE 594.25 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1450.00 FEET, A DELTA ANGLE OF 23°28'53" AND A LONG CHORD WHICH BEARS S 11°48'29"W, A DISTANCE OF 590.10 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 00°04'02" W A DISTANCE OF 416.91 FEET, TO A SET 5/8 INCH REBAR;
THENCE 221.75 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2170.00 FEET, A DELTA ANGLE OF 5°51'18" AND A LONG CHORD WHICH BEARS S 02°59'41"W, A DISTANCE OF 221.65 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 05°55'20" W A DISTANCE OF 644.93 FEET, TO A SET 5/8 INCH REBAR;
THENCE 185.88 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 38°41'10" AND A LONG CHORD WHICH BEARS S 13°25'15"E, A DISTANCE OF 182.17 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 32°45'50" E A DISTANCE OF 85.16 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF S 57°14'10" W A DISTANCE OF 100.00 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF N 32°45'50" W A DISTANCE OF 85.16 FEET, TO A SET 5/8 INCH REBAR;
THENCE 253.20 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 38°41'10" AND A LONG CHORD WHICH BEARS N 13°25'15"W, A DISTANCE OF 248.42 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF N 05°55'20" E A DISTANCE OF 644.93 FEET, TO A SET 5/8 INCH REBAR;
THENCE 195.76 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2070.00 FEET, A DELTA ANGLE OF 5°25'06" AND A LONG CHORD WHICH BEARS N 03°12'47"E, A DISTANCE OF 195.69 FEET, TO A SET 5/8 INCH REBAR;
THENCE 29.97 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A DELTA ANGLE OF 49°03'23" AND A LONG CHORD WHICH BEARS N 24°01'28" W, A DISTANCE OF 29.06 FEET, TO A SET 5/8 INCH REBAR;
THENCE 62.14 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 105.00 FEET, A DELTA ANGLE OF 33°54'38" AND A LONG CHORD WHICH BEARS N 31°35'51"W, A DISTANCE OF 61.24 FEET, TO A SET 5/8 INCH REBAR;
THENCE A BEARING OF N 14°38'31" W A DISTANCE OF 178.36 FEET, TO A SET 5/8 INCH REBAR;
THENCE 88.95 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 265.00 FEET, A DELTA ANGLE OF 19°13'52" AND A LONG CHORD WHICH BEARS N 24°15'27"W, A DISTANCE OF 88.53 FEET, TO A SET 5/8 INCH REBAR ON THE EAST BOUNDARY OF SAID SECTION 2;
THENCE A BEARING OF S 00°38'37" W A DISTANCE OF 636.86 FEET, ON SAID EAST BOUNDARY OF SECTION 2, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 84.35 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THE PLAT OF BLACKHAWK LAKE ESTATES SUBDIVISION—PHASE 5. THE EASEMENTS AND PRIVATE ROADS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF THE EASEMENTS.

WEST MOUNTAIN ROAD IS HEREBY DEDICATED TO THE PUBLIC, ALL OTHER ROADS WITHIN THIS PLAT ARE PRIVATE AND VALLEY COUNTY SHALL HAVE NO RESPONSIBILITY FOR THE CONSTRUCTION OR MAINTENANCE OF SAID PRIVATE ROADS.

THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE (1) OR MORE LOTS BUT WILL BE SERVED BY INDIVIDUAL WELLS.

THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH IDAHO CODE 31-3805 CONCERNING IRRIGATION RIGHTS AND DISCLOSURE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 20 DAY OF February 2021.

AB WEST MOUNTAIN HOLDINGS, LLC
J. THOMAS AHLQUIST, MEMBER

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF Ada } SS

ON THIS 20 DAY OF February 2021, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED J. THOMAS AHLQUIST KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF AB WEST MOUNTAIN HOLDINGS, LLC, AN IDAHO LIMITED LIABILITY COMPANY WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC OF IDAHO

RESIDING AT Boise, Idaho

COMMISSION EXPIRES: 6-27-26

CE-CE G TALLEY
Notary Public - State of Idaho
Commission Number 63848
My Commission Expires Jun 27, 2026

PROFESSIONAL LAND SURVEYOR LICENSED 14217 2/24/21 STATE OF IDAHO DANIEL T. DUNN

SHEET 4 OF 5

25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM

dunn LAND SURVEYS, INC.

BLACKHAWK LAKE ESTATES SUBDIVISION–PHASE 5

A PORTION OF THE SW1/4 OF SECTION 1
A PORTION OF THE E1/2 OF SECTION 2
THE E1/2 NE1/4 NE1/4 OF SECTION 11
A PORTION OF THE NW1/4 OF SECTION 12
T.17N., R.2E., B.M
VALLEY COUNTY, IDAHO,
2021

Instrument # 437952
VALLEY COUNTY, CASCADE, IDAHO
3-1-2021 02:10:50 PM No. of Pages: 5
Recorded for : TOMMY ALHQUIST
DOUGLAS A. MILLER Fee: 11.00
Ex-Officio Recorder Deputy
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CERTIFICATE OF SURVEYOR

I, DANIEL T. DUNN, PROFESSIONAL LAND SURVEYOR NO. 14217, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF BLACKHAWK LAKE ESTATES SUBDIVISION–PHASE 5 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS", WAS DRAWN FROM A SURVEY CONDUCTED BY ME AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

PROFESSIONAL LAND SURVEYOR LICENSED 14217 STATE OF IDAHO DANIEL T. DUNN 2/24/21

APPROVAL OF VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF BLACKHAWK LAKE ESTATES SUBDIVISION–PHASE 5 IS HEREBY ACCEPTED AND APPROVED THE 12th DAY OF November, 2020 BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF BLACKHAWK LAKE ESTATES SUBDIVISION–PHASE 5 IS HEREBY ACCEPTED AND APPROVED THE _____ DAY OF _____, 2021, BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

CERTIFICATE OF VALLEY COUNTY SURVEYOR

I, THE UNDERSIGNED COUNTY SURVEYOR FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF BLACKHAWK LAKE ESTATES SUBDIVISION–PHASE 5 IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH THE VALLEY COUNTY SUBDIVISION REGULATIONS RELATING TO PLATS.

VALLEY COUNTY SURVEYOR — DATE 02/22/21

CERTIFICATE OF VALLEY COUNTY TREASURER

I THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF BLACKHAWK LAKE ESTATES SUBDIVISION–PHASE 5 HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

RP 17N 02E 02 2130
RP 17N 02E 11 0005

VALLEY COUNTY TREASURER, Chief Deputy — DATE 3-22-21

SHEET 5 OF 5

25 COYOTE TRAIL
CASCADE, ID 83611
PHONE: (208) 634-6896
WWW.DUNNLANDSURVEYS.COM
dunn LAND SURVEYS, INC.

AMENDMENT TO THE
BLACKHAWK LAKE ESTATES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT is made as of the 5th day of January, 2005, to that certain **Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions and Restrictions**, dated November 5, 1996 and recorded on November 6, 1996, as Instrument No. 222414, records of Valley County, Idaho; as amended by that certain **First Amendment to the Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions and Restrictions**, dated February 26, 1998 and recorded March 4, 1998 as Instrument No. 231370, records of Valley County, Idaho; and as amended by that certain **Second Amendment to the Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions and Restrictions**, dated September 6, 2000 and recorded September 7, 2000, as Instrument No. 249609, records of Valley County, Idaho; and as may be further amended prior to the Effective Date as defined below (collectively, the "**Declaration**").

This Amendment is being adopted by the Declarant, L.B. Industries, Inc., an Idaho corporation, dba Isaiah 61, pursuant to Section 6.4 of the Declaration, to include additional land within the property covered by the Declaration, which additional property is owned by Declarant, and which additional land adjoins the property covered by the Declaration.

COMES NOW, the Declarant, L. B. INDUSTRIES, INC., dba Isaiah 61, does hereby declare that Article One of the Declaration is hereby amended pursuant to Section 6.4 of the Declaration, as follows:

1. Article One of the Declaration is hereby amended by adding a final paragraph to the end of Article One as follows:

   Proposed Phases 3 and 4

   A parcel of land being the proposed plat of Blackhawk Lake Estates, Phases 3 and 4 lying in the N1/2 of Section 2, Township 17 North, Range 2 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows.

   COMMENCING at the NW1/16 corner of said Section 2, as shown on the official plat of Blackhawk Lake Estates, Phase 2, filed for record in Book 8 of Plats, Page 82, as Instrument No. 221848, Records of Valley County, Idaho; thence, along the southerly line of Lot 49 of said Blackhawk Lake Estates, Phase 2,

   S.89°31'37"E., 330.92 feet to the southeasterly corner of said Lot 49, and the **POINT OF BEGINNING**; thence, along the easterly line of said Lot 49,

   N.20°19'15"W., 168.40 feet to the southwesterly corner of Amended Lot 51, Blackhawk Lake Estates, Phase 2, filed in Book 9 of Plats, at Page 20, as Instrument No. 254380, Records of Valley County, Idaho; thence, along the southerly line of said Lot 51,

   N.78°50'17"E., 296.00 feet to the southeasterly corner of said Lot 51; thence, along the easterly line of said Lot the following courses:

   N.00°56'33"W., 157.37 feet; thence,

   N.00°30'45"E., 215.74 feet to the beginning of a tangent curve; thence,

Instrument # 291277
VALLEY COUNTY, CASCADE, IDAHO
2005-01-06 03:52:31 No. of Pages: 5
Recorded for : FIRST AMERICAN TITLE
LELAND G. HEINRICH Fee: 15.00
Ex-Officio Recorder Deputy J Nowy
Index to: RESTRICTIVE COVENANT

Along said curve to the right having a radius of 312.60 feet, an arc length of 105.78 feet, through a central angle of 19°23'18", and a chord bearing and distance of N.10°12'24"E., 105.28 feet to the northeasterly corner of said Lot 51; thence, leaving said easterly line, non-tangent from said curve,

N.89°19'53"E., 176.31 feet to the northeasterly line of proposed Lot 58 of Blackhawk Lake Estates Phase III and IV and the southerly line of the proposed Amended Open Space Parcel 4; thence, along said southerly line,

S.55°08'09"E., 431.83 feet to the northeasterly corner of said proposed Lot 58; thence, continuing along said exterior boundary line of proposed Lots 58 through 61 of said Blackhawk Lake Estates Phases 3 and 4 the following courses:

S.08°17'59"W., 132.95 feet; thence,

S.29°18'38"W., 121.57 feet; thence,

S.18°26'06"E., 75.56 feet; thence,

S.87°29'46"E., 104.29 feet; thence,

S.11°26'28"W., 94.15 feet; thence,

S.22°20'33"E., 100.44 feet; thence,

S.25°07'47"E., 92.47 feet; thence,

S.03°34'13"W., 50.58 feet; thence,

S.23°38'52"E., 59.91 feet; thence,

S.45°35'10"E., 90.32 feet; thence,

S.47°13'05"E., 101.27 feet; thence,

S.61°00'33"E., 85.07 feet; thence,

N.81°42'45"E., 100.04 feet; thence,

N.28°53'40"E., 50.70 feet; thence,

N.72°11'36"E., 77.61 feet; thence,

S.18°03'37"E., 45.55 feet; thence,

N.60°02'38"E., 53.63 feet; thence,

S.61°59'02"E., 37.96 feet; thence,

S.03°16'01"W., 372.46 feet to the southerly line of said proposed Blackhawk Lake Estates Phase 3 and 4; thence, along said southerly line,

N.89°30'44"W., 1060.19 feet; thence, along the westerly and southerly line of said proposed Lot 50,

N.00°53'51"E., 726.06 feet; thence,

N.89°31'37"W., 344.31 feet to the **POINT OF BEGINNING.**

CONTAINING 22.41 acres, more or less

2. The business and mailing address of Declarant found in the first paragraph of Article One is hereby deleted in its entirety and replaced as follows:

   P.O. Box 191279, Boise, Idaho 83719.

3. Except as amended in this Amendment, the remaining terms and conditions set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declaration is hereby amended as aforesaid, effective as of the date first written above.

L. B. INDUSTRIES, INC.,
an Idaho corporation, dba Isaiah 61

By: Lenora B. Barnes
Lenora B. Barnes, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 5th day of January, 2005, before me, Lisa Arnold, a Notary Public in and for said State, personally appeared Lenora B. Barnes, known or identified to me to be the President of L. B. INDUSTRIES, INC., dba Isaiah 61, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

LISA ARNOLD NOTARY PUBLIC STATE OF IDAHO

Lisa Arnold
NOTARY PUBLIC FOR IDAHO
Residing at: Boise
My Commission expires: 5-17-08

EXHIBIT B

AMENDMENT TO THE BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT is made as of the 5th day of January, 2005, to that certain **Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions and Restrictions**, dated November 5, 1996 and recorded on November 6, 1996, as Instrument No. 222414, records of Valley County, Idaho; as amended by that certain **First Amendment to the Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions and Restrictions**, dated February 26, 1998 and recorded March 4, 1998 as Instrument No. 231370, records of Valley County, Idaho; and as amended by that certain **Second Amendment to the Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions and Restrictions**, dated September 6, 2000 and recorded September 7, 2000, as Instrument No. 249609, records of Valley County, Idaho; and as may be further amended prior to the Effective Date as defined below (collectively, the "**Declaration**").

This Amendment is being adopted by the Declarant, L.B. Industries, Inc., an Idaho corporation, dba Isaiah 61, pursuant to Section 6.4 of the Declaration, to include additional land within the property covered by the Declaration, which additional property is owned by Declarant, and which additional land adjoins the property covered by the Declaration.

COMES NOW, the Declarant, L. B. INDUSTRIES, INC., dba Isaiah 61, does hereby declare that Article One of the Declaration is hereby amended pursuant to Section 6.4 of the Declaration, as follows:

1. Article One of the Declaration is hereby amended by adding a final paragraph to the end of Article One as follows:

   Proposed Phases 3 and 4

   A parcel of land being the proposed plat of Blackhawk Lake Estates, Phases 3 and 4 lying in the N1/2 of Section 2, Township 17 North, Range 2 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows.

   COMMENCING at the NW1/16 corner of said Section 2, as shown on the official plat of Blackhawk Lake Estates, Phase 2, filed for record in Book 8 of Plats, Page 82, as Instrument No. 221848, Records of Valley County, Idaho; thence, along the southerly line of Lot 49 of said Blackhawk Lake Estates, Phase 2,

   S.89°31'37"E., 330.92 feet to the southeasterly corner of said Lot 49, and the **POINT OF BEGINNING**; thence, along the easterly line of said Lot 49,

   N.20°19'15"W., 168.40 feet to the southwesterly corner of Amended Lot 51, Blackhawk Lake Estates, Phase 2, filed in Book 9 of Plats, at Page 20, as Instrument No. 254380, Records of Valley County, Idaho; thence, along the southerly line of said Lot 51,

   N.78°50'17"E., 296.00 feet to the southeasterly corner of said Lot 51; thence, along the easterly line of said Lot the following courses:

   N.00°56'33"W., 157.37 feet; thence,

   N.00°30'45"E., 215.74 feet to the beginning of a tangent curve; thence,

Along said curve to the right having a radius of 312.60 feet, an arc length of 105.78 feet, through a central angle of 19°23'18", and a chord bearing and distance of N.10°12'24"E., 105.28 feet to the northeasterly corner of said Lot 51; thence, leaving said easterly line, non-tangent from said curve,

N.89°19'53"E., 176.31 feet to the northeasterly line of proposed Lot 58 of Blackhawk Lake Estates Phase III and IV and the southerly line of the proposed Amended Open Space Parcel 4; thence, along said southerly line,

S.55°08'09"E., 431.83 feet to the northeasterly corner of said proposed Lot 58; thence, continuing along said exterior boundary line of proposed Lots 58 through 61 of said Blackhawk Lake Estates Phases 3 and 4 the following courses:

S.08°17'59"W., 132.95 feet; thence,

S.29°18'38"W., 121.57 feet; thence,

S.18°26'06"E., 75.56 feet; thence,

S.87°29'46"E., 104.29 feet; thence,

S.11°26'28"W., 94.15 feet; thence,

S.22°20'33"E., 100.44 feet; thence,

S.25°07'47"E., 92.47 feet; thence,

S.03°34'13"W., 50.58 feet; thence,

S.23°38'52"E., 59.91 feet; thence,

S.45°35'10"E., 90.32 feet; thence,

S.47°13'05"E., 101.27 feet; thence,

S.61°00'33"E., 85.07 feet; thence,

N.81°42'45"E., 100.04 feet; thence,

N.28°53'40"E., 50.70 feet; thence,

N.72°11'36"E., 77.61 feet; thence,

S.18°03'37"E., 45.55 feet; thence,

N.60°02'38"E., 53.63 feet; thence,

S.61°59'02"E., 37.96 feet; thence,

S.03°16'01"W., 372.46 feet to the southerly line of said proposed Blackhawk Lake Estates Phase 3 and 4; thence, along said southerly line,

N.89°30'44"W., 1060.19 feet; thence, along the westerly and southerly line of said proposed Lot 50,

Instrument # 291285
VALLEY COUNTY, CASCADE, IDAHO
2005-01-06 04:27:49 No. of Pages: 3
Recorded for : FIRST AMERICAN TITLE
LELAND G. HEINRICH Fee: 9.00
Ex-Officio Recorder Deputy
Index to: ASSIGNMENT OF MORTGAGE

After recording, mail to:

MC 5826

ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS

L. B. Industries, Inc., an Idaho corporation, as "Assignor," hereby grants, transfers, assigns, and conveys to Sage SGI, L.L.C., an Idaho limited liability company, as "Assignee" all of Assignor's rights as Declarant granted by the following instruments (collectively, the "**CCRs**"):

1. Blackhawk Lake Subdivision Declaration of Covenants, Conditions and Restrictions recorded August 10, 1993, as Instrument No. 198036, Official Records of Valley County, Idaho.

2. First Amendment to the Blackhawk Lake Subdivision Declaration of Covenants, Conditions and Restrictions, recorded September 3, 1993, as Instrument No. 198649, Official Records of Valley County, Idaho.

3. Second Amendment to the Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded April 8, 1996, as Instrument No. 217382, Official Records of Valley County, Idaho.

4. Third Amendment to the Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on November 6, 1996, as Instrument No. 222413, Official Records of Valley County, Idaho.

5. Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on November 6, 1996, as Instrument No. 222414, Official Records of Valley County, Idaho.

6. First Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on March 4, 1998, as Instrument No. 231370, Official Records of Valley County, Idaho.

7. Second Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on September 7, 2000, as Instrument No. 249609, Official Records of Valley County, Idaho.

8. Third Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on 1-6, 2005, as Instrument No. 291277, Official Records of Valley County, Idaho.

Assignee hereby agrees to assume all obligations of Assignor under the CCRs from and after the Effective Date, as defined below, and agrees to indemnify Assignor from any and all liability arising on or after the Effective Date and attributable to the CCRs.

This Assignment is effective upon the closing of the purchase by Assignee of the Assignor's real property known as Blackhawk Ranch, located in Valley County, Idaho, as consummated by recordation of a deed thereto together with this Assignment in the official records of Valley County, Idaho (the "Effective Date").

Dated this 5th day of January, 2005.

ASSIGNOR:

L. B. Industries, Inc., an Idaho corporation

By: Lenard B. Barnes

Its: President

ASSIGNEE:

Sage SGI, L.L.C., an Idaho limited liability company

By:_____

Its:_____

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

The foregoing Assignment and Assumption of Declarant Rights was acknowledged before me this 5th day of January, 2005, by Lenora B. Barnes in her capacity as President of L. B. Industries, Inc.

Notary Public for Idaho
Residing at: Boise
My commission expires: 5-17-08

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Assignment and Assumption of Declarant Rights was acknowledged before me this _____ day of January, 2005, by _____ in his capacity as _____ of Sage SGI, L.L.C.

_____
Notary Public
Residing at:_____
My commission expires:_____

Instrument # 291285
VALLEY COUNTY, CASCADE, IDAHO
2005-01-06 04:27:49 No. of Pages: 3
Recorded for : FIRST AMERICAN TITLE
LELAND G. HEINRICH Fee: 9.00
Ex-Officio Recorder Deputy
Index to: ASSIGNMENT OF MORTGAGE

After recording, mail to:

MC 5826

ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS

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1. Blackhawk Lake Subdivision Declaration of Covenants, Conditions and Restrictions recorded August 10, 1993, as Instrument No. 198036, Official Records of Valley County, Idaho.

2. First Amendment to the Blackhawk Lake Subdivision Declaration of Covenants, Conditions and Restrictions, recorded September 3, 1993, as Instrument No. 198649, Official Records of Valley County, Idaho.

3. Second Amendment to the Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded April 8, 1996, as Instrument No. 217382, Official Records of Valley County, Idaho.

4. Third Amendment to the Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on November 6, 1996, as Instrument No. 222413, Official Records of Valley County, Idaho.

5. Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on November 6, 1996, as Instrument No. 222414, Official Records of Valley County, Idaho.

6. First Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on March 4, 1998, as Instrument No. 231370, Official Records of Valley County, Idaho.

7. Second Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on September 7, 2000, as Instrument No. 249609, Official Records of Valley County, Idaho.

8. Third Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded on 1-6, 2005, as Instrument No. 291277, Official Records of Valley County, Idaho.

Assignee hereby agrees to assume all obligations of Assignor under the CCRs from and after the Effective Date, as defined below, and agrees to indemnify Assignor from any and all liability arising on or after the Effective Date and attributable to the CCRs.

This Assignment is effective upon the closing of the purchase by Assignee of the Assignor's real property known as Blackhawk Ranch, located in Valley County, Idaho, as consummated by recordation of a deed thereto together with this Assignment in the official records of Valley County, Idaho (the "Effective Date").

Dated this 5th day of January, 2005.

ASSIGNOR:

L. B. Industries, Inc., an Idaho corporation

By: Lenard B. Barnes

Its: President

ASSIGNEE:

Sage SGI, L.L.C., an Idaho limited liability company

By:_____

Its:_____

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

The foregoing Assignment and Assumption of Declarant Rights was acknowledged before me this 5th day of January, 2005, by Lenora B. Barnes in her capacity as President of L. B. Industries, Inc.

Notary Public for Idaho
Residing at: Boise
My commission expires: 5-17-08

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Assignment and Assumption of Declarant Rights was acknowledged before me this _____ day of January, 2005, by _____ in his capacity as _____ of Sage SGI, L.L.C.

_____
Notary Public
Residing at:_____
My commission expires:_____

SECOND AMENDMENT TO THE RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDTIONS AND RESTRICTIONS

This instrument constitutes the Second Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions (hereinafter generally referred to as the "Covenants and Conditions") which was recorded on November 6, 1996 as Instrument Number 222414 of the Official Records of Valley County, Idaho.

COMES NOW, at least two-thirds (2/3) of the current owners of the Lots in Blackhawk Lake Estates and do hereby declare that Article 5 and 6 of the Covenants and Conditions are hereby amended pursuant to Article 6, Section 6.4 of the Covenants and Conditions.

The specific modifications to Article 5 and 6 are set forth below.

ARTICLE FIVE
Property Owner's Association

5.5 Duties of the Association

5.5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges. It is specifically noted, however, that all assessments shall be uniform as to each Lot. The cost of maintenance, repair and snow removal of Private Roads, and the cost of maintenance and repair of all Common Areas and Common Facilities in the Subdivision shall be divided equally between the Building Sites so that each Lot is assessed an equal prorated portion of the total assessment for the Subdivision.

ARTICLE SIX
6.0 Miscellaneous

6.3 Termination and Modification.

To the extent set forth in Section 6.4 of this Article Six, the Declarant may supplement these Covenants and Conditions at any time during the term hereof. Otherwise, these Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) of the Lots within the Subdivision, subject to these restrictions: provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant so long as the Declarant continues to own any ownership interest in the Subdivision. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper

Instrument # 249609
CASCADE VALLEY, IDAHO
2000-09-07 10:14:47 No. of Pages: 3
Recorded for : AMERITITLE
LELAND G. HEINRICH Fee: 9.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

instrument in writing, executed and acknowledged by such Owners (and/or by Declarant as provided herein) in the office of the Recorder of Valley County, Idaho.

6.4 Amendment.

The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by written consent of the Owners of sixty-five percent (65%) of the Lots within the Subdivision, provided however, the Architectural Control Committee (when appointed by the Declarant) may amend the Conditions and Covenants set forth in Article Three, as provided in Article Four, Section 4.4, and the Declarant may amend Article One to include additional land within the property covered by these Covenants and Conditions so long as such land adjoins land then covered by these Covenants and Conditions, and such land is owned by Declarant at the time of the Amendment (for the purposes of this paragraph, land separated only by roads shall be deemed to "adjoin"). The Amendment to include such land shall be effected by Declarant having recorded a declaration describing the land to be included, setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Covenants and Conditions, hereof.

Pursuant to Article 6, Paragraph 6.4 of the existing Revised and Restated Covenants, Conditions and Restrictions of Blackhawk Lake Estates as amended, this Second Amendment to the Revised and Restated Covenants, Conditions and Restrictions have been approved by at least two-thirds of the Owners of the Lots in Blackhawk Lake Estates. Please note that this amendment has been approved by 44 out of 56 Owners of the Lots as shown by the attached original voting slips.

IN WITNESS WHEREOF, Declarant has executed this instrument this 6th day of Sept, 2000.

L. B. INDUSTRIES, INC.

(Corporate Seal)

By: James K Ball
James K, Ball, Vice President

State of Idaho)
) ss.
County of Ada)

On this 1th day of September, 2000 before me, a Notary Public, in and for said State, personally appeared James K. Ball, known to be the Vice President of L. B. Industries, Inc., the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(Notary Seal)

NOTARY PUBLIC
Residing at: Caldwell
My Commission Expires: 4-6-06

RESTATED BLACKHAWK LAKE ESTATES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This document constitutes a restatement of the Blackhawk Lake Estates Declaration of Covenants Conditions and Restrictions as amended and as such incorporates into one document the initially recorded set of Covenants, Conditions and Restrictions which was recorded August 10, 1993 in the Official Records of Valley County as Instrument Number 198035 and the modifications created by the First, Second, and Third Amendments thereto which were recorded in the Official Records of Valley County as Instrument Numbers 198649, 217382 and 222413. As set forth herein, this document represents in its entirety, the full text of Conditions, Covenants, and Restrictions currently in effect for Blackhawk Lake Estates Phase I and II.

ARTICLE ONE
1.0 Property Subject to this Declaration of Protective Covenants

L. B. Industries, Inc. ("Declarant"), an Idaho corporation having its principal place of business and mailing address located at P.O. Box 2797, 1401 Shoreline Drive, Boise, Idaho, 83701, is the Owner of all of that property within the subdivision named Blackhawk Lake Estates Phase I and the subdivision named Blackhawk Lake Estates Phase II both of which are located in Valley County, Idaho. The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this declaration is located in the County of Valley, State of Idaho, and is more particularly described as follows:

All blocks, lots, streets, drives, roads, and easements plotted as Blackhawk Lake Subdivision which was recorded August 10, 1993 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 198035, Book 8, Page 36, as modified by the Amended Plat of Blackhawk Estates Subdivision Phase I, which was recorded August 22, 1994 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 206204 at Book 8, Page 54.; and

All blocks, lots, streets, drives, roads, and easements plotted as Blackhawk Lake Estates Phase II which was recorded November 1, 1996 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 221848 of the Official Records of Valley County, Idaho, at Book 8, Page 82 of Plats.

2.0 ARTICLE TWO
General Purposes and Definitions

2.1 The real property described in Article One hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable Improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the Subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the Subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the Owners of Lots in the Subdivision.

2.2 As used herein the following words and terms shall have the following meanings.

2.2.1 "Architectural Control Committee" shall mean that certain committee initially established by the Declarant (and later the Association) to review and approve construction plans and plans for improvement of the Lots within the Subdivision.

2.2.2 "Blackhawk Lake Property Owner's Association" (hereinafter such association may sometimes be referred to as the "Association") shall mean that certain property owner's association which shall be established at a later date by the Declarant as a non-profit corporation of which every Owner of property within the Subdivision shall become a member immediately and automatically upon Declarant's establishment of the Association. The Declarant will create the Association at the time and according to the terms more completely provided herein. Prior to the creation of the Association by the Declarant, all rights granted to the Association by these Covenants and Conditions shall be reserved to and exercisable by Declarant.

2.2.3 "Building Site(s)" of "Sites" shall mean any contiguous plot of the Subdivision the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee Owner (other than Declarant) of said plot of the Subdivision. If two or more Lots, or parts of two or more Lots, as designated on the

recorded Plat of the Subdivision, or on any phase thereof, are contiguous and described in such original conveyance from Declarant to the first fee Owner, if so elected by such first fee Owner, such Lots or parts thereof shall be treated as a single Building Site for purposes of the covenants herein contained.

2.2.4 "Common Areas" shall mean and include collectively all real property or Out Lots within the Subdivision which are designated to be owned or are owned by the Association, including (without limitation) any real property upon which Common Facilities are located or are intended to be located and any property designated and held by the Declarant for use as a Common Area and any property deeded by the Declarant to the Association for use as Common Area. The term "Common Area" shall not include any real property owned by or reserved for governmental entities.

2.2.5 "Common Facilities" shall mean the facilities developed by the Declarant or the Association for the general use of the Owners, their families and guests which is located, or to be located, within the Subdivision and any other facilities of a similar nature situated in the Subdivision which the Declarant has designated for future transfer to the Association or which the Association may from time to time own, lease, operate or otherwise control. It is specifically noted that Common Facilities will include, among other things, the beds and banks (up to the plotted Lot lines) of Blackhawk Lake and Blackhawk Pond; and all water rights, dams and water conveyance systems relating to Blackhawk Lake and Blackhawk Pond (including the fire hydrant equipment and systems located within the Subdivision).

2.2.6 "Declarant" shall mean L. B. Industries, Inc., an Idaho corporation and its successors and assigns.

2.2.7 "Improvements(s)" shall mean structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, accessory buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings and other landscaping, signs and external lighting.

2.2.8 "Lot" shall mean each lot reflected on the recorded plat of the Subdivision.

2.2.9 "Private Roads" shall mean all ingress and egress roadways within the Subdivision beginning and ending from the points of ingress and egress from West Mountain Road. All Subdivision Private Roads constitute Common Areas which will be held by the Declarant until deeded to the Association. Private Roads will not be provided County or State services such as snow removal and repairs and thus, after deed by Declarant to the Association, the Association will be required to provide all necessary services. Common Area Private Roads will be deeded to the Association subject to an easement for access and use of said Private Roads being granted to any Owners of all or a portion of the property described below and Owners (including Declarant) of any portion of additional land subdivided by Declarant (or its successors or assigns), where such additional lands adjoin land covered by these Covenants and Conditions (for the purpose of this paragraph, land separated only by roads shall be deemed to "adjoin"). The description of Non-Declarant owned or subdivided property which shall also receive easement rights to ingress and egress is described as follows:

A parcel of land situate in Govt. Lot 1, Section 2, Township 17 North, Range 2 East; and in the South ½ of the Southeast 1/4, Section 35, Township 18 North, Range 2 East, Boise Meridian, Valley County, Idaho; more particularly described as follows:

Beginning at the Northeast corner of the above described Section 2, thence North 70° 27'28" West, 364.18 feet to the Northeast corner of the parcel, and the REAL POINT OF BEGINNING;

Thence West, 627.61 feet to a point on the high water line of the Hait Reservoir and the Northwest corner of the parcel;
thence continuing along the high water line, South 8° 01'56" West, 22.24 feet to a point;
thence South 13° 33'16" West, 84.36 feet to a point;
thence South 25° 36'38" West, 60.27 feet to a point;
thence South 17° 50'17" West, 69.32 feet to a point;
thence South 4° 25"56" West, 60.25 feet to a point;
thence South 4° 28'07" East, 59.25 feet to a point;
thence South 5° 13'48" East, 80.72 feet to a point;
thence South 17° 40'52" East, 47.04 feet to a point;

thence South 25° 06'19" East, 47.74 feet to a point;
thence South 44° 17'20" East, 55.50 feet to a point;
thence South 29° 11'20" East, 76.21 feet to a point;
thence South 11° 29'06" East, 42.66 feet to a point, the Southwest corner of the parcel;
thence departing from the high water line, East, 571.50 feet to a point, the Southeast corner of the parcel;
thence North, 660.00 feet to the Northeast corner of the parcel, and the REAL POINT OF BEGINNING.

2.2.10 "Occupant" shall mean and include any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building Site or Sites whether or not such right is exercised as well as their heirs, assigns and successors in interest.

2.2.11 "Owner" or "Owners" shall mean the party or parties having any fee hold estate interest in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgage, under deed of trust or other security holder in actual possession of any Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

2.2.12 "Out Building" shall mean an enclosed covered building to be used as a barn, garage or for other storage purposes not directly attached to the main structure which it serves.

2.2.13 "Out Lot" shall mean real property reserved by Declarant for open space, roadways, utilities or recreational facilities.

2.2.14 "Maid/Guest House" shall mean a residential structure for use as servant's quarters or guest quarters which is attached to the main residential structure.

2.2.15 "Single Family Residence" shall mean a single family residential building together with not more than one (1) out building.

2.2.16 "Subdivision" shall mean the land described in Article One. Declarant may, pursuant to the following provisions of this declaration, amend

Article One to include all or any part of the adjoining land owned by it at the time of the amendment.

ARTICLE THREE
3.0 Covenants and Conditions

3.1 Land Use and Building Type.

No Building Site shall be used except for residential purposes, and each Site shall be limited to one Single Family Residence which may include an attached Maid/Guest House if it complies with applicable zoning and health department requirements. No building shall be erected, altered, placed, or permitted to remain on any Site other than for residential or recreational purposes or for a private garage, barn, and other out buildings incidental to residential use of the premises. All structures constructed on any Building Site shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Building Site. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out building located or erected on a Building Site covered by these covenants shall at any time be used for private habitation, except in the following situations:

(a) During the construction period for a given Lot (which must be completed within twelve (12) months - see Section 3.13) a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation of the Lot Owner and/or Occupants as approved on a case by case basis by the Architectural Control Committee.

(b) After the construction of a Single Family Residence has been completed upon a Lot, a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation by guests for consecutive periods not exceeding fourteen (14) days or nights. At the conclusion of such fourteen (14) consecutive day or night occupancy period, the recreational vehicle must be removed from the Building Site for at least fourteen (14) consecutive days.

No Lot shall be used for any retail commercial or business purposes whatsoever. The covenants set forth within this Section 3.1 shall not apply to Declarant's or its agent's real estate sales office, and the activities conducted in connection therewith.

3.2 Approval of Construction Plans.

3.2.1 No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any addition thereto or change or alteration therein be made

unless it complies with the Valley County, Idaho zoning ordinances in existence with respect to the property and until the complete plans and specifications (including, but not limited to, the floor, elevations, plot, grading, and landscaping plans); provisions for off-street parking; the specifications of principal exterior materials and color schemes; and the location, character and method of utilization of all utilities) have been submitted to the Architectural Control Committee approved in writing, by the Architectural Control Committee. Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

3.2.2 The procedures dealing with the submission of plans to the Architectural Control Committee are set forth in Article Four.

3.3 Minimum Floor Area and Building Heights.

3.3.1 Single Family Residence - no main residence structure shall be permitted on any Building Site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,500 square feet.

3.3.2 Single Family Residence - no main residence structure shall be permitted to have more than two (2) above ground floors. In the case of a two (2) story structure, the first floor shall have no less than 800 square feet of the required 1,500 square feet of total habitable floor area.

3.3.3 Maid/Guest House - the attached Maid/Guest House referenced in these covenants shall not be permitted on any Building Site covered by these covenants, unless it is accepted and complies with all applicable zoning and health department requirements. The total number of habitable floors shall not be more than two (2).

3.3.4 The maximum height of any building shall be in compliance with the Valley County zoning ordinances.

3.4 In-House Fire Suppression Systems.

As a result of improvements made to West Mountain Road in 1995 and 1996, in-house fire suppression systems are no longer required to be installed within residential structures built in the Subdivision. In light of the rural nature of the Subdivision and the distance to the closest fire station it is recommended, however, that Owners install fully functional, in-house, fire suppression, water sprinkling systems or monitored fire - smoke - burglar alarm systems

(which have been inspected and approved by an inspector licensed by the Idaho State Fire Marshall's Office) in all residential structures.

3.5 Set Back Requirements.

Some Lots have designated building envelopes as per the recorded Master Plan and Plat, if a building envelope is designated for a given Lot, all Improvements must stay within the designated building envelope. In the case of Lots where a building envelope is not designated on the Master Plan and Plat, there shall be no general rule for the location of Improvements with relation to property lines but the location of such Improvements must receive the advance approval of the Architectural Control Committee, as more completely described herein. In all cases the location of all such Improvements shall conform to the Valley County zoning regulations then in effect.

3.6 Fences.

To maintain and preserve the natural beauty of land, no fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any Lot for any purpose whatsoever, except such fences, walls, or barriers that are attached to the main structure for privacy or enclosure of pets as may be approved by the Architectural Control Committee (in no case will chain link fencing, enclosures or barriers, be approved). No lot line fencing will be permitted.

3.7 Signs.

No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) square feet designating the Owner of any Building Site, one sign of not more than six (6) square feet advertising the property for sale or rent, and except temporary signs used by Declarant, or its agent, to advertise property in Blackhawk Lake Subdivision.

3.8 Easements.

Easements and rights-of-way as described on the recorded plat of Blackhawk Lake Subdivision have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the Subdivision. Road rights-of-way and easements shown on the plat contain utility, easements, and easements for other purposes. No dwelling,

Improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

3.9 Garbage and Refuse Disposal.

3.9.1 No part of the Subdivision above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste; at all times the Subdivision shall be maintained in a sanitary condition.

3.9.2 All fish cleaning shall be performed at designated locations in the Common Areas or will be performed on the Owner's own Lot. All debris and waste from fish cleaning will be properly disposed of in appropriate garbage containers. Under no circumstances will dead fish or fish parts be left on the ground or thrown into the water of Blackhawk Lake or Blackhawk Pond.

3.9.3 Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the Building Sites (except for cooking).

3.9.4 Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse of their Lot and all such receptacles shall be screened from public view and protected from disturbance.

3.9.5 These restrictions also apply to contractors doing construction work.

3.10 Trees.

Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a Lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Architectural Control Committee.

3.11 Animals.

No animals, of any kind, except for household pets, (it is specifically noted that livestock, poultry and wild animals are not to be considered household pets) shall be raised, bred, or kept on any portion of the property. Household pets may be kept for personal or non-commercial recreational purposes only. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner.

All pet enclosures must match the colors of the main structure on the Lot, be attached to the main structure on the Lot and receive the prior approval of the Architectural Control Committee.

Idaho Law prohibits dogs from disturbing or chasing wildlife. Fish and Game Policy allows for destruction of dogs in the pursuit of big game animals. Owners may be cited and fined. When dogs are out of their enclosures the Owner is responsible to keep them on a leash and for cleanup of animal waste in the Common Areas or other areas outside their Lot.

3.12 Landscaping.

In order to insure protection of the water quality of Blackhawk Lake and Blackhawk Pond and the natural environment, all natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared Sites will be landscaped and completely planted in native grasses and trees. The Architectural Control Committee may approve limited construction of gardens, lawns, and exterior living areas, however, no fertilizers containing molecular nitrates or phosphates shall be used or placed upon or within any Lot, and only such fertilizers shall be used, at such times and in such manner as prescribed by the Association. Well water shall be restricted to domestic use only (domestic use is deemed to include non-commercial use of water for human and animal consumption, cleaning, washing, sanitation systems and reasonable watering of houseplants and exterior gardens and lawns).

3.13 Continuity of Construction.

All structures commenced in this Subdivision shall be prosecuted diligently to completion and shall be completed within twelve (12) months of issuance of building permit unless approved in writing by the Architectural Control Committee.

3.14 Nuisance and Fire Arms.

No noxious or offensive activity shall be carried on within the Subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the Subdivision. Fire arms as used herein shall be construed to mean not only rifles, pistols and cannons, but also fireworks, explosives, air rifles, BB guns, or similar devices.

3.15 Sewage Disposal.

If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, each dwelling must use

a sanitary disposal system of a design and installation approved by Valley County, the Central District Health Department and the Idaho Department of Health and Welfare.

3.16 Parking.

3.16.1 Parking shall be accommodated on Site with no parking allowed on Subdivision private or public streets. Each Site shall provide at least a two-car garage, and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

3.16.2 Parking in Common Areas shall be limited to those locations designated as being available for parking. Parking in these areas shall be for temporary purposes incidental to the use of the Common Areas and Common Facilities. No overnight parking or overnight camping shall be permitted in the vehicles located in the Common Areas.

3.17 Trailers and Motor Vehicles.

No boats; trailers; campers; motorhomes; commercial cars, trucks or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis (It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot). All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 72 hours, must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided.

3.18 Snow Mobiles, ATVs, Motor Cycles, Etcetera.

Snowmobiles, ATVs, motorcycles, and other recreational vehicles and equipment (all generally referred to as "Recreational Equipment"), shall not exceed 15 mph while operating in the Subdivision. It is the intent of the Declarant not to allow high speed use of Recreational Equipment anywhere within the Subdivision (including their operation on Lots, Private Roads and Common Areas). The 15 mile per hour speed limited is intended to allow Recreational Equipment to be driven to and from the Subdivision but is not intended to allow recreational use within the Subdivision. All recreational use is intended to occur outside of the Subdivision.

3.19 Commercial Machinery and Equipment.

No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other Improvements within the Subdivision.

3.20 Antennas.

Except as specified herein, antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Building Site. Notwithstanding the above, a television antenna may be attached to the side of a dwelling, if using a fireplace chimney for support; satellite dishes exceeding 18 inches in diameter shall be painted an earth tone color and shall be concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee; and satellite or digital antenna dishes of 18 inches in diameter or less may be attached to any part (front, back, or side) of a dwelling.

3.21 Storage Tanks.

Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located above ground and concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee.

3.22 House Numbers and Mailboxes.

Each dwelling shall have a street number discreetly placed at or near the street entrance to the Lot. Mailboxes installed along the roads shall be of wood construction with a wood post in order to achieve a uniform appearance. Mailboxes shall be paid for by the Owner.

3.23 Fishery Management.

The Association shall establish fishery management procedures (including, but not limited to, stocking and harvesting procedures and fishing rules) as needed to protect the health and welfare of the fish habitat. In establishing fishery management procedures, the Association will endeavor to comply, where applicable, with the rules and regulations as established from time to time by Idaho Fish and Game. Owners and their guests shall be required to comply with the most current fishing rules published by the Association.

3.24 Maintenance of Dams, Water Conveyance Systems and Water Quality.

The Association shall have the authority to adopt rules and regulations to ensure and maintain the safety and function of the dams that retain water in the reservoirs known as Blackhawk Lake and Blackhawk Pond; the water conveyance systems leading into and out of Blackhawk Lake and Blackhawk Pond; and the natural beauty and water quality of Blackhawk Lake and Blackhawk Pond.

3.25 General Restrictions Applicable to Common Areas and Common Facilities.

3.25.1 The Common Areas and Common Facilities shall be under ownership and control of the Declarant until the Declarant creates and deeds over the said Common Areas and Common Facilities. Declarant retains the right to create and deed over Common Areas and Common Facilities as it deems appropriate, but Declarant must deed all Common Areas and Common Facilities to the Association as of the date Declarant owns not more than five percent (5%) of the Lots collectively then within the Subdivision.

3.25.2 Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Common Facilities:

(a) Members of the Association (Owners), their immediate families, guests and the tenants of such members.

(b) Declarant, its invitees, guests, tenants, employees and agents, and its successors and assigns, while Declarant, its successor or

assigns are engaged in the development and/or sale of property within the Subdivision.

(c) Such other persons or entities as the Association shall from time to time grant the right of use.

3.25.3 The use of Common Areas and Common Facilities shall at all times be subject to the rules, regulations and user charges, if any, prescribed by the Declarant from time to time (prior to the deeding of such Common Areas and Common Facilities to the Association) and thereafter, as prescribed by the Association from time to time.

3.25.4 The use of said Common Areas and Common Facilities shall be subject to such easements and reservations of rights of Declarant hereinafter described and made of record.

3.25.5 Only the Declarant (prior to title to the Common Area vesting in the Association) or the Association (after vesting of title) shall be permitted to engage in construction, excavation or other work which in any way alters any Common Area or Common Facility. Construction, excavation or other work shall only be made in strict compliance with provisions of Section 3.26.

3.25.6 Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.

3.25.7 There shall be no use of a Common Area or Common Facility which injures, erodes, or scars the same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association and in any event, there shall be no use of a Common Area or Common Facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.

3.25.8 There shall be no camping in any Common Area.

3.26 Common Areas: Construction and Alteration of Improvements, etc.

After title to a Common Area is vested in the Association, no Improvement, excavation or work which in any way alters such Common Area from its state on the date such Common Area is so conveyed, shall be made or done except upon strict compliance with the following provisions of this section:

3.26.1 With the exception of the Declarant (prior to the time that the Association is vested with fee title to said Common Area), or a public utility or governmental agency (by right of easement), only the Association shall have the right to construct Improvements upon, or make any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub, or other vegetation, upon, or plant any tree, shrub or other vegetation upon any Common Area.

3.26.2 If the Association, or any entity under right of easement, proposes to construct a new Improvement or alter the exterior of an existing Improvement upon a Common Area, or to make any excavation or fill upon, or to change the natural or existing drainage of surface waters, upon a Common Area, it shall not do so until a permit has been obtained from the Architectural Control Committee. The Association, or entity proposing to do such work shall submit to the Architectural Control Committee for approval plans for such work in such form and containing such information as the Architectural Control Committee may require. The Architectural Control Committee shall approve the plans so submitted if the following conditions have been satisfied:

(a) If the plans are to construct any new Improvement, including any alteration of the exterior of any existing Improvement, the Architectural Control Committee finds that such Improvement complies with these Covenants and Conditions; and

(b) That such work if under right of easement: (aa) is reasonably necessary for any utility installations serving any property within the Subdivision or any property to be annexed to the Subdivision, or any property for which an easement has been reserved or granted by Declarant, (bb) is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property, or (cc) is desirable to protect or preserve any property within the Subdivision; and

(c) The Architectural Control Committee finds that the proposed work shall not materially prejudice the Subdivision.

3.26.3 Without approval of the Architectural Control Committee, the Association may:

(a) Construct, reconstruct, replace or refinish any Improvement or portion thereof upon Common Areas in accordance with the plans

for such Improvement as they existed upon the Common Area when it was conveyed to the Association;

(b) Replace destroyed trees or other vegetation with native plants, and, to the extent that the Association deems necessary; plant other native trees, shrubs, ground cover and other native vegetation;

(c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.

3.26.4 Without approval of the Architectural Control Committee, the Declarant may construct, reconstruct, replace or refinish any Improvement intended to be constructed on a Common Area, or any portion thereof, as a part of the development work of the Subdivision.

3.27 Mining/Oil Drilling.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Subdivision, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Subdivision or within five hundred (500) feet below the surface of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Subdivision.

3.28 Work in Progress.

The Architectural Control Committee or its representative may inspect all grading and construction work while such work is in progress and give notice or non-compliance when it believes that the provisions of this Declaration have not been complied with, and such person(s) shall not be deemed guilty of trespass by reason of such entry. If no notice of non-compliance has been sent, then the Owner shall be deemed to be in compliance upon occupancy of the dwelling and related structure and other Improvements.

3.29 Restriction on Further Subdivision.

No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. This provision shall not, in any way, limit Declarant from

subdividing any portion of the Subdivision or Lot owned by Declarant into multiple Lots. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented. The provision of this section shall not apply to the division of any Lot between adjoining Lots.

3.30 Boating and other Activities on the Lake and Pond.

In order to preserve the water quality and serenity of Blackhawk Lake and Blackhawk Pond, the following restrictions will apply:

3.30.1 Use of boats, canoes and rafts upon Blackhawk Lake and Blackhawk Pond is limited to sailing, floating, touring and fishing at speeds of less than fifteen (15) miles per hour.

3.30.2 Boats, canoes and rafts may be powered by electric motors, sails or human power, but (except as noted below in the case of the Declarant) no petroleum powered motors are permitted to be used or placed within Blackhawk Lake or Blackhawk Pond. The exception granted to the Declarant is as follows: the Declarant or its agents may operate a petroleum powered boat for sales presentation or maintenance purposes until the Declarant has sold all ownership interest in the Subdivision.

3.30.3 No water skiing, jet skiing or motorized racing of boats, canoes or rafts is permitted on Blackhawk Lake or Blackhawk Pond.

3.30.4 No snowmobiling is permitted on Blackhawk Lake or Blackhawk Pond at any time.

3.30.5 Only Lots having frontage on Blackhawk Lake are permitted to have private boat docks and no more than one dock will be permitted per Lot. Private boat docks shall not exceed 16 feet in length and 5 feet in width. Docks and walkways to docks shall not disturb wetland and riparian habitat that surrounds Blackhawk Lake. Dock design and location must be approved by the Architectural Control Committee and conform to Federal, State, and County laws.

ARTICLE FOUR
Architectural Control Committee

4.1 There is hereby established an Architectural Control Committee (the "Committee"), whose members shall be appointed or removed by Declarant except as provided in Section 4.3. This Committee shall consist of three voting members.

4.2 The initial members of the Architectural Control Committee are:

Name	Address
Larry B. Barnes	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
James K. Ball	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
David A. Clinger	23568 Pondview Place Golden, Colorado 80401

Each of said persons shall hold office until such time as they have resigned, have been removed, or their successor has been appointed.

4.3 The right to appoint and remove members of the Committee shall be vested in the board of Directors of the Association from and after the expiration of the eighteenth month following the date Declarant owns not more than five percent (5%) of the Lots collectively then within the Subdivision, unless during such eighteen (18) month period, Declarant's percentage of ownership is increased to more than five percent (5%) of the Lots collectively within the Subdivision by reason of the annexation of property to the Subdivision pursuant to Article Six Section 6.4, in which event said eighteen (18) month period will not start to run until Declarant again owns not more than five percent (5%) of the Lots collectively then within the Subdivision. Upon the right to appoint and remove members of the Committee being vested in the Board of Directors of the Association, the appointment and removal of members of the Committee shall be made by the Board of Directors of the Association in accordance with the By-Laws of the Association.

4.4 The Architectural Control Committee shall, in accordance with the procedures set forth in Article Three hereof, have the responsibility to interpret the Covenants and Conditions relating to the construction plans and plans for Improvements of the Lots, pursue approvals and certificates of compliance with the Covenants and Conditions and inspect and enforce the

Covenants and Conditions. In addition, the Committee, when appointed solely by Declarant, shall have the right from time to time to amend any of the Covenants and Conditions set forth in Article Three, upon a two-thirds majority vote of its members, but no amendment to the Covenants and Conditions shall be applied retroactively to affect plans and specifications (as that term is defined in Section 4.5 hereof) previously approved by the Committee, or Improvements constructed or being constructed pursuant thereto.

4.5 No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until the design, and construction plans, specifications, Site plan and landscaping plan, and time schedule for completion of construction and landscaping (collectively hereinafter referred to as "plans and specifications"), in manner and form satisfactory to the Committee, have been submitted to and approved by the Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner or his authorized agent.

4.6 Proposed plans and specifications must be submitted to the Architectural Control Committee along with a non-refundable fee of $250.00. Plans and specifications must be prepared or approved by a State licensed architect prior to submission to the Architectural Control Committee. The initial sketch or concept drawing indicating floor plan, elevations, site and plot plan indicating all buildings, driveways, and attached fencing if required, should be approved by the Architectural Control Committee before Owners are committed to a large investment for detailed architectural drawings.

4.7 Approval shall be based among other things, on the Covenants and Conditions, the adequacy of Building Site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of Improvements on neighboring Building Sites, operations and uses; relation to topography, grade, finished ground elevation and landscaping of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants and Conditions. The Committee shall not arbitrarily or unreasonably withhold its approval.

4.8 If the Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within forty-five (45) days after the same have been submitted to it (provided that all required information has been submitted), it shall conclusively be presumed that said plans and specifications have been approved subject, however, to the Covenants and Conditions contained in Article Three hereof or as amended and of record as of the date of submission of such plans and specifications. Provided, however, that if within said initial forty-five (45) day period, Declarant gives written notice of the fact that an additional forty-five (45) day period is required for examination and review of such plans and specifications, there shall be no

presumption that the same are approved until the expiration of the additional forty-five (45) day period of time as set forth in said notice. The Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid initial forty-five (45) day time period shall commence on the date of such notification.

4.9 Neither the Committee, its individual members, nor Declarant or their respective successors or assigns shall be liable in damages to any one submitting plans and specifications to them for approval, or to any Owner or Occupant of the Property affected by these Covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every Owner or Occupant of any Building Site agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Committee, its individual members, or Declarant to recover such damages.

ARTICLE FIVE
Property Owner's Association

5.1 Organization.

5.1.1 The Declarant shall organize and establish a non-profit homeowners' corporation by the time Declarant's ownership of Lots collectively then within the Subdivision is not more than five percent (5%). This non-profit corporation shall be designated the "Blackhawk Lake Subdivision Property Owners Association" and is generally referred to herein as the "Association". The Declarant shall release control over the Subdivision Architectural Control Committee and control and ownership of the Subdivision Common Areas and Common Facilities to the Association within eighteen (18) months following the date Declarant owns not more than five percent (5%) of the Lots collectively then within the Subdivision (control may be transferred completely or on a case by case basis prior to the close of the eighteen (18) month deadline). Upon transfer of control from the Declarant, the Association shall then begin to exercise the powers and authority granted by these Covenants and Conditions (according to the Association's Bylaws and Articles of Incorporation).

5.1.2 The Declarant will set up a Foundation prior to the organization and establishment of the Association. The Foundation will collect "Maintenance Fees" until control over the Architectural Control Committee is transferred to the Association. The purpose of the Maintenance Fees shall be the maintenance of the roadways, traffic control, planting areas within roadways, security,

Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners. At the time Declarant transfers control to the Association, the Maintenance Fee funds then held by the Foundation shall also be transferred to the Association and the Association will then assume the Foundation's duty to oversee the maintenance of the Subdivision and the collection of Maintenance Fees. The Association will create and maintain a Maintenance Fee reserve fund in an amount which shall always be sufficient to maintain the purposes of the Association for at least a one year period.

5.1.3 Upon establishment by the Declarant, the Association shall be charged with the duties and empowered with the rights set forth herein and in its By-Laws. It shall be created by its Articles and its affairs shall be governed by its Articles and By-Laws and by these Covenants and Conditions.

5.1.4 In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties, and obligations of the Association.

5.2 Membership.

5.2.1 Each Owner of a Lot shall be members of the Association:

5.2.2 If more than one person owns the Lot giving rise to the appurtenant membership, all of said persons shall be deemed one membership and the membership shall be in the name of one designated individual. With respect to each Lot, the Board of Directors (the "Board") shall at all times have the power to limit the number of persons (other than immediate family of the designated member) who shall have the right to use the Common Areas and Common Facilities under any one membership.

5.2.3 The rights, duties, privileges and obligations of a member shall be in accordance with these Covenants and Conditions, the Articles and By-Laws.

5.2.4 In the event of the dissolution of the Association, upon the formation of an unincorporated association, each member of the Association shall be a member of the unincorporated association and shall have an underlying beneficial interest in all of the property transferred to or for the benefit of said unincorporated association; provided, however, that there shall be no judicial partition of such

property, or any part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition.

5.3 Purpose.

The purpose of the Property Owner's Association shall be the maintenance of roads, traffic control, planting areas within roadways, security, fishing habitat, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all lot Owners.

5.4 Voting Rights.

One vote for each Lot owned. Every member entitled to vote at any election of the Board may cumulate his votes and give any candidate a number of votes equal to the number of votes which the member has, multiplied by the number of directors to be elected. The right to vote may not be severed from the property to which it relates and any sale, transfer or conveyance of fee title of the property to a new Owner, shall operate to transfer the appurtenant vote or votes to the grantee.

5.5 Duties of the Association.

5.5.1 The Association shall accept as members all persons described in Section 5.2 above.

5.5.2 Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all property vested in it to an independent corporate trustee to hold same in trust for the unincorporated association to be formed for the benefit of the Members.

5.5.3 The Association shall maintain and operate any Common Areas and Common Facilities which it owns for the benefit of those entitled to use such facilities pursuant to these Covenants and Conditions.

5.5.4 The Association shall, at the expense of the Owner, provide for the maintenance of any Lot or Improvement thereon which is not maintained by the Owner in accordance with the requirements of these Covenants and Conditions.

5.5.5 The Association shall pay all taxes and assessments levied upon any Association property.

5.5.6 The Association shall contract for or otherwise provide such services as required by majority vote of the membership.

5.5.7 At a minimum, the Association shall obtain and maintain in force the following policies of insurances:

(a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association.

(b) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

(c) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars ($1,500.00) and a limit of not less than Five Hundred Thousand Dollars ($500,000.00) per accident.

The above policies of liability insurance shall cover as insureds the Declarant, the Association, the Board, the Architectural Control Committee, the Owners of all Lots in the Subdivision, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against Declarant, its agents, representatives, and employees, and any Owner.

5.5.8 The Association shall accept and act upon applications submitted to it for the development of additional Common Facilities.

5.5.9 The Association shall from time to time make, establish, promulgate, amend and repeal Association rules and establish user charges for Common Facilities.

5.5.10 After the control of the Architectural Control Committee is transferred from the Declarant to the Board of Directors of the Association, the Association shall appoint and remove members of the Architectural Control Committee and insure that at all reasonable times there is a duly constituted and appointed Architectural Control Committee.

5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges.

5.5.12 The Association shall take such actions, whether or not expressly authorized by these Covenants and Conditions, as may reasonably be necessary to implement and enforce these Covenants and Conditions, the Association rules and the Architectural Control Committee rules.

5.6 Powers and Authority of the Association.

The Association shall have all of the powers set forth in its Articles of Incorporation, including the power to levy and collect assessments from all members hereinafter provided, together with its general powers as a non-profit corporation (subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in these Covenants and Conditions) to do all lawful things which may be required to be done by the Association under these Covenants and Conditions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the peace, health, comfort, safety and/or general welfare of the members of the Association. Without in any way limiting the generality of the foregoing:

5.6.1 The Association shall have the power and authority at any time without liability to any Owner, to enter upon any Lot for the purpose of enforcing these Covenants and Conditions, or for the purpose of maintaining any such Lot, and any Improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such Lot or any structure thereon as required under these Covenants and Conditions, and for the purpose of removing therefrom any improvement constructed or maintained on any Lot contrary to the provisions of these Covenants and Conditions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Conditions.

5.6.2 The Association, in fulfilling any of its duties, under these Covenants and Conditions, shall have the power and authority to:

(a) Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all property which it owns from time to time, or leases from time to time when said lease provides that the Association shall be obligated to so maintain, restore and repair such leased property;

(b) Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, the members of the Architectural Control Committee, or the members of the Association, including, but without limitation, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds;

(c) Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required;

(d) Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Association deems necessary;

(e) Contract and pay for, or otherwise provide for, fire, police, and such other protection services as the Association shall from time to time deem necessary for the benefit of the Subdivision, any property located within the Subdivision, and Owners;

(f) Contract and pay for or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary; and

(g) Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment and of its duties.

(h) Employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Idaho and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these Covenants and Conditions.

(i) Contract for the operational management of any or all of the Common Facilities as it shall from time to time see fit.

(j) Pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.

(k) Subject to the provisions of these Covenants and Conditions adopt, amend and repeal rules and regulations to be known as "Associated Rules" governing, among other things:

(aa) The use of the Common Areas and Common Facilities, including the Private Roads;

(bb) The use of Association property;

(cc) The collection and disposal of refuse;

(dd) The burning of open fires;

(ee) The keeping and maintenance of animals within the Subdivision; and

(ff) Other activities in the Subdivision which would adversely effect the peace and enjoyment of residents in the Subdivision.

(l) Grant concessions and/or leases and approve subleases, with respect to any of the Common Facilities;

(m) Establish and collect reasonable user charges for any Common Area or Common Facility which it owns.

5.7 Lien for Assessments.

5.7 1 If any lot Owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the Lot as set forth in the deed of conveyance to the Owner, and upon the recording of notice thereof by the Association in the office of the Valley County Recorder, such lien shall be constituted upon such Owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such lot Owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first

mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

5.7.2 The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a Lot may pay any common expenses payable with respect to such Lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

5.7.3 The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgagee of real property. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The Owners shall also be required to pay the Association all assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary to expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting Owner's portion of the premium.

5.7.4 The Association and its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

5.8 Certificate of Assessments.

Upon payment of a reasonable fee, as established by the Association and upon the written request of any Owner, mortgagee, prospective grantee or prospective mortgagee, of a Lot, the Association -- by its financial officer, shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject Lot; the amount of

the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments or common expenses which became due prior to the date of making such request. No failure of the Association to comply with a request for a Certificate shall relieve the Owner from personal liability for, or the subject Lot from the lien for, any unpaid assessments or common expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the Lot by Declarant.

ARTICLE SIX

6.0 Miscellaneous

6.1 A violation of covenants.

Whenever there shall have been built on any Lot, a structure which is in violation of these Covenants and Conditions, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the Owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents, and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the Lot upon the recording by the Association of a sworn statement with respect thereto in the Valley County real property records. In addition, if any person shall violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning the real property in the Subdivision or for the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

6.2 Term.

The Covenants and every provision hereof shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be automatically

renewed for successive ten (10) year periods unless and until terminated as provided in Article Six, Section 6.3 hereof.

6.3 Termination and Modification.

To the extent set forth in Section 6.4 of this Article Six, the Declarant may supplement these Covenants and Conditions at any time during the term hereof. Otherwise, these Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) of the square footage of the Subdivision (other than Common Areas, Common Facilities, streets and other areas dedicated to the appropriate municipalities), subject to these restrictions: provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant so long as the Declarant continues to own any ownership interest in the Subdivision. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and/or by Declarant as provided herein) in the office of the Recorder of Valley County, Idaho.

6.4 Amendment.

The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by written consent of two-thirds of the Owners of Lots, provided however, the Architectural Control Committee (when appointed by the Declarant) may amend the Conditions and Covenants set forth in Article Three, as provided in Article Four, Section 4.4, and the Declarant may amend Article One to include additional land within the property covered by these Covenants and Conditions so long as such land adjoins land then covered by these Covenants and Conditions, and such land is owned by Declarant at the time of the Amendment: (for the purposes of this paragraph, land separated only by roads shall be deemed to "adjoin"-). The Amendment to include such land shall be effected by Declarant having recorded a declaration describing the land to be included, setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Covenants and Conditions, hereof.

6.5 Valley County Regulations.

To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive in their allowable land utilization than these Covenants and Conditions, they shall supersede these Covenants and Conditions and govern at all times.

6.6 Assignments of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed by the Owners of sixty-five percent (65%) of the Lots within the Subdivision upon compliance with the requirements of Section 6.3 of this Article Six.

6.7 No Waiver.

All of the conditions, covenants, restrictions and reservations contained in these Covenants and Conditions shall be construed together, but if it shall at any time be held that any one of said Covenants and Conditions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof, shall be thereby affected or impaired.

6.8 Owner's Liability Subsequent to Sale.

Upon the sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to these Covenants and Conditions. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site.

6.9 Personal Liability.

No member of the board or any committee of the Association or any officer of the Association, or the manager, if any, or member of the Architectural Control Committee or of Declarant, or any agent of Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity in the administration or performance of duties imposed by this Declaration of Covenants, Conditions and Restrictions (or any Amendment thereof) provided that such person or entity has, upon the

basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

6.10 Benefits and Burdens.

The terms and provisions contained in this Declaration of Covenants, Conditions and Restrictions shall bind and inure to the benefit of the Declarant, the Owners and Occupants of all Lots located within the Subdivision, and their respective heirs, successors, personal representatives and assigns.

6.11 Notice.

Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (1) to the address of the if improved; (2) if the Lot is not improved to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

6.12 Context of Terms.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

6.13 Mortgage.

The term "mortgage" as used herein shall include deeds of trust and trust deeds.

IN WITNESS WHEREOF, Declarant has executed this instrument this 5 day of November, 1996.

L. B. INDUSTRIES, INC.

By: James K Ball

(Corporate Seal)

James K, Ball, Vice President

State of Idaho)
)ss.
County of Ada)

On this 5th day of November, 1996, before me, a Notary Public, in and for said State, personally appeared James K. Ball, known to be the Vice President of L. B. Industries, Inc., the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Minnie L. Dodge
NOTARY PUBLIC
Residing at: Boise, Idaho
My Commission Expires: 4-18-97

(Notary Seal)

MINNIE L. DODGE
NOTARY
PUBLIC
STATE OF IDAHO

TYPE: 22414
ELEANOR HEINRICH
VALLEY COUNTY RECORDER
BY: [illegible]
FEE: 16.00

'96 NOV 6 AM 11 28
REQUESTED BY L.B. Industries
RECORDED

Instrument # 338125
VALLEY COUNTY, CASCADE, IDAHO
1-16-2009 03:25:22 No. of Pages: 34
Recorded for : MILLEMANN, PITTENGER, MCMAHAN
ARCHIE N. BANBURY Fee: 102.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

2008 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

2008 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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2008 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions ("Covenants and Conditions") is made this 22ND day of DECEMBER, 2008, by the Blackhawk Lake Property Owner's Association, Inc., an Idaho nonprofit corporation. These Covenants and Conditions replace and supersede the following: The Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, the First Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, the Second Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, the Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; all of which were recorded with the Valley County, Idaho Recorder as Instrument Nos. 222414, 231370, 249609 and 301841 respectively.

ARTICLE 1
PROPERTY SUBJECT TO THIS DECLARATION OF PROTECTIVE COVENANTS

The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this declaration is located in the County of Valley, State of Idaho, and is more particularly described as follows:

All blocks, lots, streets, drives, roads, and easements platted as Blackhawk Lake Subdivision which was recorded August 10, 1993 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 198035, Book 8, Page 36, as modified by the Amended Plat of Blackhawk Estates Subdivision Phase I, which was recorded August 22, 1994 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 206204 at Book 8, Page 54.; and

All blocks, lots, streets, drives, roads, and easements platted as Blackhawk Lake Estates Phase II which was recorded November 1, 1996 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 221848 of the Official Records of Valley County, Idaho, at Book 8, Page 82 of Plats; and

All blocks, lots, streets, drives, roads, and easements platted as The Reserve At Blackhawk Lake which was recorded October 19, 2005 in the office of the County Recorder of Valley County, Idaho, as Instrument Number 301836 of the Official Records of Valley County, Idaho, at Book 10, Page 27 of Plats.

ARTICLE 2
GENERAL PURPOSES AND DEFINITIONS

2.1. The real property described in Article 1 hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable Improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the Subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the Subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the Owners of Lots in the Subdivision.

2.2. As used herein the following words and terms shall have the following meanings.

2.2.1. "Architectural Control Committee" shall mean that certain committee initially established to review and approve construction plans and plans for improvement of the Lots within the Subdivision.

2.2.2. "Association Documents" shall mean the various operative documents of the Blackhawk Lake Property Owner's Association, including: (a) the Articles of Incorporation; (b) the Bylaws; (c) these Covenants and Conditions; (d) the Design Guidelines; (e) all Rules and Regulations promulgated by the Board; and, (f) all amendments and supplements to any of the aforementioned documents.

2.2.3. "Blackhawk Lake Property Owner's Association" (hereinafter such association may sometimes be referred to as the "Association") shall mean that certain property owner's association which has been established as a non-profit corporation of which every Owner of property within the Subdivision shall be a member.

2.2.4. "Building Site(s)" of "Sites" shall mean any contiguous plot of the Subdivision the size and dimensions of which shall be established by the legal description in the original conveyance from any Prior Declarant to the first fee Owner (other than the Prior Declarant) of said plot of the Subdivision.

2.2.5. "Common Areas" shall mean and include collectively all real property or Out Lots within the Subdivision which are designated to be owned or are owned by the Association, including (without limitation) any real property upon which Common Facilities are located or are intended to be located. The term "Common Area" shall not include any real property owned by or reserved for governmental entities.

2.2.6. "Common Facilities" shall mean the facilities that were developed by a Prior Declarant and facilities developed by the Association for the general

use of the Owners, their families and guests which is located, or to be located, within the Subdivision and any other facilities of a similar nature which the Association may from time to time own, lease, operate or otherwise control. It is specifically noted that Common Facilities include, among other things, the beds and banks (up to the plotted Lot lines) of Blackhawk Lake and Blackhawk Pond; and all water rights, dams and water conveyance systems relating to Blackhawk Lake and Blackhawk Pond (including the fire hydrant equipment and systems located within the Subdivision).

2.2.7. "Improvements(s)" shall mean structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, accessory buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings and other landscaping, signs and external lighting.

2.2.8. "Lot" shall mean each lot reflected on the recorded plat of the Subdivision.

2.2.9. "Occupant" shall mean and include any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building Site or Sites whether or not such right is exercised as well as their heirs, assigns and successors in interest.

2.2.10. "Owner" or "Owners" shall mean the party or parties having any fee hold estate interest in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgage, under deed of trust or other security holder in actual possession of any Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

2.2.11. "Out Building" shall mean an enclosed covered building to be used as a barn, garage or for other purposes not directly attached to the main structure which it serves. Such a structure may be constructed only in accordance with these Covenants and Conditions, and only if it complies with Valley County Ordinances. No kitchens are permitted in Out-Buildings.

2.2.12. "Out Lot" shall mean real property that has been reserved for open space, roadways, utilities or recreational facilities.

2.2.13. "Maid/Guest House" shall mean a residential structure for use as servant's quarters or guest quarters which is attached to the main residential structure.

2.2.14. "Prior Declarants" shall mean L.B. Industries, Inc., an Idaho corporation, which was the entity named as a Declarant pursuant to prior versions of these Covenants and Conditions, as well as Sage SGI, LLC, an Idaho limited liability company which was assigned Declarant's rights pursuant to an Assignment and Assumption of Declarant's Rights recorded with

the Valley County, Idaho Recorder prior to these 2008 Amended and Restated Covenants and Conditions.

2.2.15. "Private Roads" shall mean all ingress and egress roadways within the Subdivision beginning and ending from the points of ingress and egress from West Mountain Road. Private Roads will not be provided County or State services such as snow removal and repairs and thus, the Association is required to provide all necessary services. Common Area Private Roads have been deeded to the Association.

2.2.16. "Single Family Residence" shall mean a single family residential building together with not more than one (1) out building.

2.2.17. "Subdivision" shall mean the land described in Article 1. The Association has an obligation to cooperate with Prior Declarants pursuant to a Settlement Agreement between the Prior Declarants and the Association dated February 9, 2007, to amend Article 1 to include additional land owned by the Prior Declarants, more specifically described in the Settlement Agreement as Blackhawk Lake Estates Phases 3, 4 and 5.

ARTICLE 3
COVENANTS AND CONDITIONS

3.1 **LAND USE AND BUILDING TYPE**: No Building Site shall be used except for residential purposes, and each Site shall be limited to one Single Family Residence which may include an attached Maid/Guest House if it complies with applicable zoning and health department requirements. No building shall be erected, altered, placed, or permitted to remain on any Site other than for residential or recreational purposes or for a private garage, barn, and other out buildings incidental to residential use of the premises. All structures constructed on any Building Site shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Building Site. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out building located or erected on a Building Site covered by these covenants shall at any time be used for private habitation, except in the following situations:

(a) During the construction period for a given Lot (which must be completed within twelve (12) months - see Section 3.13) a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation of the Lot Owner and/or Occupants as approved on a case by case basis by the Architectural Control Committee.

(b) After the construction of a Single Family Residence has been completed upon a Lot, a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation by guests for consecutive periods not exceeding fourteen (14) days or nights. At the conclusion of such fourteen (14) consecutive day or night occupancy period, the recreational vehicle must be removed from the Building Site for at least fourteen (14) consecutive days.

No Lot shall be used for any retail commercial or business purposes whatsoever, except for Home Office as described at Section 3.33 below.

3.2 **APPROVAL OF CONSTRUCTION PLANS**:

3.2.1 No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any addition thereto or change or alteration therein be made unless it complies with the Valley County, Idaho zoning ordinances in existence with respect to the property and until the complete plans and specification (including, but not limited to, the floor, elevations, plot, grading, and landscaping plans); provisions for off-street parking; the specifications of principal exterior materials and color schemes; and the location, character and method of utilization of all utilities) have been submitted to the Architectural Control Committee approved in writing, by the Architectural Control Committee Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

3.2.2 The procedures dealing with the submission of plans to the Architectural Control Committee are set forth in Article 4.

3.3 **MINIMUM FLOOR AREA AND BUILDING HEIGHTS**:

3.3.1 Single Family Residence – no main residence structure shall be permitted on any Building Site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,500 square feet.

3.3.2 Single Family Residence – no main residence structure shall be permitted to have more than two (2) above ground floors (a daylight basement shall not generally be considered an above ground floor). In the case of a two (2) story structure, the first floor shall have no less than 800 square feet of the required 1,500 square feet of total habitable floor area.

3.3.3 Maid/Guest House – the attached Maid/Guest House referenced in these covenants shall not be permitted on any Building Site covered by these covenants, unless it is accepted and complies with all applicable zoning and health department requirements. The total number of habitable floors shall not be more than two (2).

3.3.4 The maximum height of any building shall be compliance with the Valley County zoning ordinances.

3.4 **IN-HOUSE FIRE SUPRESSION SYSTEMS**: As a result of improvements made to West Mountain Road in 1995 and 1996, in-house fire suppression systems are no longer required to be installed within residential structures built in the Subdivision. In light of the rural nature of the Subdivision and the distance to the closest fire station it is recommended, however, that Owners install fully functional, in-house, fire suppression, water sprinkling systems or monitored fire – smoke – burglar alarm systems (which have been inspected and approved by an inspector licensed by the Idaho State Fire Marshall's Office) in all residential structures.

3.5 **SET BACK REQUIREMENTS:** Some Lots have designated building envelopes as per the recorded Master Plan and Plat, if a building envelope is designated for a given Lot, all Improvements must stay within the designated building envelope. In the case of Lots where a building envelope is not designated on the Master Plan and Plat, there shall be no general rule for the location of Improvements with relation to property lines but the location of such Improvements must receive the advance approval of the Architectural Control Committee, as more completely described herein. In all cases the location of all such Improvements shall conform to the Valley County zoning regulations then in effect.

3.6 **FENCES**: To maintain and preserve the natural beauty of land, no fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any Lot for any purpose whatsoever, except such fences, walls, or barriers that are attached to the main structure for privacy or enclosure of pets as may be approved by the Architectural Control Committee (in no case will chain link fencing, enclosures or barriers be approved). No lot line fencing will be permitted.

3.7 **SIGNS**: No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) square feet designating the Owner of any Building Site, one sign of not more than six (6) square feet advertising the property for sale or rent.

3.8 **EASEMENTS**: Easements and rights-of-way as described on the recorded plat of Blackhawk Lake Subdivision have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the Subdivision. Road rights-of-way and easements shown on the plat contain utility, easements, and easements for other purposes. No dwelling, Improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

3.9 **GARBAGE AND REFUSE DISPOSAL**:

3.9.1 No part of the Subdivision above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste; at all times the Subdivision shall be maintained in a sanitary condition.

3.9.2 Reasonable precaution shall be taken against fire hazards. No outdoor burning of any kind shall be permitted upon the Building Sites, except for cooking and such additional burning as shall be in strict compliance with all applicable governmental and Association rules and regulations, including but not limited to permitting requirements. The Association may promulgate Rules and Regulations with regard to outdoor burning.

3.9.3 Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse of their Lot and all such receptacles shall be screened from public view and protected from disturbance.

3.9.4 These restrictions also apply to contractors doing construction work.

3.10 **TREES**: Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a Lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Architectural Control Committee.

3.11 **ANIMALS**: No animals, of any kind, except for household pets, (it is specifically noted that livestock, poultry and wild animals are not to be considered household pets) shall be; raised, bred, or kept on any portion of the property. Household pets may be kept for personal or noncommercial recreational purposes only. Pets must be kept within the boundaries of the Lot unless accompanied by and under the positive control of the Owner, which may include the use of a leash. Owners shall be responsible for the cleanup of animal waste in all areas outside their Lots, including but not limited to the Common Areas.

All pet enclosures must match the colors of the main structure on the Lot, be attached to the main structure on the Lot and receive the prior approval of the Architectural Control Committee.

Idaho Law prohibits dogs from disturbing or chasing wildlife. Fish and Game Policy allows for destruction of dogs in the pursuit of big game animals. Owners may be cited and fined.

3.12 **LANDSCAPING:** In order to insure protection of the water quality of Blackhawk Lake and Blackhawk Pond and the natural environment, all natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared Sites will be landscaped and completely planted in native grasses and trees. The Architectural Control Committee may approve limited construction of gardens, lawns, and exterior living areas, **however, no fertilizers containing molecular nitrates or phosphates shall be used or placed upon or within any Lot, and only such fertilizers shall be used, at such times and in such manner as prescribed by the Association**. Well water shall be restricted to domestic use only (domestic use is deemed to include non-commercial use of water for human and animal consumption, cleaning, washing, sanitation systems and reasonable watering of houseplants and exterior gardens and lawns).

3.13 **CONTINUITY OF CONSTRUCTION**: All structures commenced in this Subdivision shall be prosecuted diligently tp completion and shall be completed within twelve (12) months of issuance of building permit unless approved in writing by the Architectural Control Committee.

3.14 **NUISANCE AND FIREARMS**: No noxious or offensive activity shall be carried on within the Subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the Subdivision. Fire arms as used herein shall be construed to mean not only rifles, pistols and cannons, but also fireworks, explosives, air rifles, BB guns, or similar devices.

3.15 **SEWAGE DISPOSAL**: If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending

availability of public sewers, each dwelling must use a sanitary disposal system of a design and installation approved by Valley County, the Central District Health Department and the Idaho Department of Health and Welfare.

3.16 **PARKING**:

3.16.1 Parking shall be accommodated on Site with no parking allowed on Subdivision private or public streets. Each Site shall provide at least a two-car garage, and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

3.16.2 Parking in Common Areas shall be limited to those locations designated as being available for parking. Parking in these areas shall be for temporary purposes incidental to the use of the Common Areas and Common Facilities. No overnight parking or overnight camping shall be permitted in the vehicles located in the Common Areas.

3.17 **TRAILERS AND MOTOR VEHICLES**: No boats; trailers; campers; motorhomes; commercial cars, trucks or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis (It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot). All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 72 hours, must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided.

3.18 **SNOWMOBILES, ATVS, MOTORCYCLES, ETC.** : Snowmobiles, ATVs, motorcycles, and other recreational vehicles and equipment (all generally referred to as "Recreational Equipment"), shall not exceed 15 mph while operating in the Subdivision. It is the intent of the Association not to allow high speed use of Recreational Equipment anywhere within the Subdivision (including their

operation on Lots, Private Roads and Common Areas). The 15 mile per hour speed limited is intended to allow Recreational Equipment to be driven to and from the Subdivision but is not intended to allow recreational use within the Subdivision. All recreational use is intended to occur outside of the Subdivision.

3.19 **COMMERCIAL MACHINERY AND EQUIPMENT**: No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other Improvements within the Subdivision.

3.20 **ANTENNAS**: : Except as specified herein, antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Building Site. Notwithstanding the above, a television antenna may be attached to the side of a dwelling, if using a fireplace chimney for support; satellite dishes exceeding 18 inches in diameter shall be painted an earth tone color and shall be concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee; and satellite or digital antenna dishes of 18 inches in diameter or less may be attached to any part (front, back, or side) of a dwelling.

3.21 **STORAGE TANKS**: Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located above ground and concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee; provided, that buried propane tanks shall be encouraged.

3.22 **HOUSE NUMBERS** :Each dwelling shall have a street number discreetly placed at or near the street entrance to the Lot.

3.23 **FISHERY MANAGEMENT**: The Association shall establish fishery management procedures (including, but not limited to, stocking and harvesting procedures and fishing rules) as needed to protect the health and welfare of the fish habitat. In establishing fishery management procedures, the Association will endeavor to comply, where applicable, with the rules and regulations as established from time to time by Idaho Fish and Game. Owners and their guests shall be required to comply with the most current fishing rules published by the Association.

3.24 **MAINTENANCE OF DAMS, WATER CONVEYANCE SYSTEMS AND WATER QUALITY**: The Association shall have the authority to adopt rules and regulations to ensure and maintain the safety and function of the dams that retain water in the reservoirs known as Blackhawk Lake and Blackhawk Pond; the water conveyance systems leading into and out of Blackhawk Lake and Blackhawk Pond; and the natural beauty and water quality of Blackhawk Lake and Blackhawk Pond.

3.25 **GENERAL RESTRICTIONS APPLICABLE TO COMMON AREAS AND COMMON FACILITIES**:

3.25.1 Title to the Common Areas and Common Facilities has been transferred to the Association.

3.25.2 Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Common Facilities:

(a) Members of the Association (Owners), their immediate families, guests and the tenants of such members.

(b) Such other persons or entities as the Association shall from time to time grant the right of use.

3.25.3 The use of Common Areas and Common Facilities shall at all times be subject to the rules, regulations and user charges, if any, prescribed by the Association from time to time.

3.25.4 The use of said Common Areas and Common Facilities shall be subject to such easements and reservations of rights hereinafter described and made of record.

3.25.5 Only the Association shall be permitted to engage in construction, excavation or other work which in any way alters any Common Area or Common Facility. Construction, excavation or other work shall only be made in strict compliance with provisions of Section 3.26.

3.25.6 Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.

3.25.7 There shall be no use of a Common Area or Common Facility which injures, erodes, or scars the same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association and in any event, there shall be no use of a Common Area or Common Facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.

3.25.8 There shall be no camping in any Common Area.

3.26 **COMMON AREAS**: :No Improvement, excavation or work which in any way alters such Common Area shall be made or done except upon strict compliance with the following provisions of this Section:

3.26.1 With the exception of a public utility or governmental agency (by right of easement), only the Association shall have the right to construct Improvements upon, or make any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub, or other vegetation, upon, or plant any tree, shrub or other vegetation upon any Common Area.

3.26.2 If the Association, or any entity under right of easement, proposes to construct a new Improvement or alter the exterior of an existing Improvement upon a Common Area, or to make any excavation or fill

upon, or to change the natural or existing drainage of surface waters, upon a Common Area, it shall not do so until a permit has been obtained from the Architectural Control Committee. The Association, or entity proposing to do such work shall submit to the Architectural Control Committee for approval plans for such work in such form and containing such information as the Architectural Control Committee may require. The Architectural Control Committee shall approve the plans so submitted if the following conditions have been satisfied:

(a) If the plans are to construct any new Improvement, including any alteration of the exterior of any existing Improvement, the Architectural Control Committee finds that such Improvement complies with these Covenants and Conditions; and

(b) That such work if under right of easement: (aa) is reasonably necessary for any utility installations serving any property within the Subdivision or any property to be annexed to the Subdivision, (bb) is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property, or (cc) is desirable to protect or preserve any property within the Subdivision; and

(c) The Architectural Control Committee finds that the proposed work shall not materially prejudice the Subdivision.

3.26.3 Without approval of the Architectural Control Committee, the Association may:

(a) Construct, reconstruct, replace or refinish any Improvement or portion thereof upon Common Areas in accordance with the plans for such Improvement as they existed upon the Common Area when it was conveyed to the Association;

(b) Replace destroyed trees or other vegetation with native plants, and, to the extent that the Association deems necessary; plant other native trees, shrubs, ground cover and other native vegetation;

(c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.

3.27 **MINING/OIL DRILLING**: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Subdivision, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Subdivision or within five hundred (500) feet below the surface of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Subdivision.

3.28 **WORK IN PROGRESS**:: The Architectural Control Committee or its representative may inspect all grading and construction work while such work is in progress and give notice or non-compliance when it believes that the provisions of

this Declaration have not been complied with, and such person(s) shall not be deemed guilty of trespass by reason of such entry. If no notice of non-compliance has been sent, then the Owner shall be deemed to be in compliance upon occupancy of the dwelling and related structure and other Improvements.

3.29 **RESTRICTION ON FURTHER SUBDIVISION**: No Lot within the Subdivision shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented. The provision of this Section shall not apply to the division of any Lot between adjoining Lots.

3.30 **BOATING AND OTHER ACTIVITIES ON THE LAKE AND POND**: In order to preserve the water quality and serenity of Blackhawk Lake and Blackhawk Pond, the following restrictions will apply:

3.30.1 Use of boats, canoes and rafts upon Blackhawk Lake and Blackhawk Pond is limited to sailing, floating, touring and fishing at speeds of less than fifteen (15) miles per hour.

3.30.2 Boats, canoes and rafts may be powered by electric motors, sails or human power, but no petroleum powered motors are permitted to be used or placed within Blackhawk Lake or Blackhawk Pond.

3.30.3 No water skiing, jet skiing or motorized racing of boats, canoes or rafts is permitted on Blackhawk Lake or Blackhawk Pond.

3.30.4 No activity of any kind shall be permitted on Blackhawk Lake or Blackhawk Pond at any time that they are frozen, including but not limited to snowmobiling, skiing, snowshoeing and sledding.

3.30.5 Only Lots having frontage on Blackhawk Lake are permitted to have private boat docks and no more than one dock will be permitted per Lot. Private boat docks shall not exceed 16 feet in length and 5 feet in width. Docks and walkways to docks shall not disturb wetland and riparian habitat that surrounds Blackhawk Lake. Dock design and location must be approved by the Architectural Control Committee and conform to Federal, State, and County laws.

3.31 **INFESTED TREE REMOVAL, FOREST MANAGEMENT AND WEED CONTROL**:

3.31.1 The Board of Directors shall have the right to appoint a Forest Management Committee, to consist of three members.

3.31.2 All of the trees in the Long Valley are potentially susceptible to infestation by bugs or other pests. In an effort to prevent such infestation from spreading throughout the Subdivision, the Forest Management Committee may from time to time consult with professional foresters to inspect the trees in the Subdivision. The right of ingress/egress on the lots of the Subdivision for such periodic inspection is hereby granted to the Forest Management Committee and their authorized agents. In the event any

trees are found to be diseased, infested, or otherwise constitute a hazard to the other trees in the Subdivision, a right is hereby granted to the Forest Management Committee to have such tree(s) removed upon reasonable notice to the Lot owner at the cost of the Lot owner.

3.31.3 The Association may from time to time adopt, amend and repeal rules and regulations to be known as "Forest and Grounds Management Guidelines" with the affirmative vote of the Owners of fifty-one percent (51 %) of Lots within the Subdivision who are present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter. Said rules shall set forth in more detail the standards and procedures for any Committee review, and may set enforceable guidelines with regard to forest and grounds management including but not limited to the following: removal of fresh cut timber from a Lot, removal of dead and dying trees, thinning of tree density, non-flammable fuel break around the perimeter of a dwelling, and other fire protection measures related to timber, brush and fuel breaks, as well as noxious weed control.

3.32 **EXTERNAL LIGHTING**: Exterior lighting shall be part of the architectural concept of the improvements on a Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Control Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. For instance, flood lights and other similar bright lights shall not be allowed; and all lighting shall be shielded and directed downward. Clear glass shall not be used on exterior light fixtures. All exterior lighting shall be in compliance with the Valley County lighting ordinance.

3.33 **HOME OFFICE**: A Lot may be used for a Home Office, so long as, in the Association's reasonable judgment, such activity would not:

(a) create additional vehicular traffic to or from such Lot;

(b) employ persons at such Lot other than those residing at such Lot;

(c) require storage of any significant materials, machinery, inventory or other items on such Lot;

(d) require processing of materials into finished products or the assembly of parts produced off site;

(e) require additional parking at such Lot, whether for customers, delivery or otherwise;

(f) be incompatible with the quiet enjoyment of the surrounding Lot by such Lots' Owners; or,

(g) otherwise violate the provisions of the C&Rs.

ARTICLE 4
ARCHITECTURAL CONTROL

4.1 **PURPOSE**: In order to preserve the natural beauty of Blackhawk Lake Estates and its setting, to maintain Subdivision as a pleasant and desirable environment,

to establish and preserve a harmonious design for the community, and to protect and promote the value of property, exterior design, landscaping and use of all new development and additions, changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review.

4.2 **OBJECTIVES**: :Design review shall be directed towards attaining the following objectives for the Subdivision:

4.2.1 Preventing excessive or unsightly grading, indiscriminate earthmoving or clearing of property, removal of trees and vegetation which could cause disruption of natural watercourses or scar natural landforms.

4.2.2 Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lot and with surrounding Lots and structures;

4.2.3 Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's over-all appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetation, and with development plans, zoning requirements and other restrictions officially approved by the Association or any government or public authority, if any, for the areas in which the structures are proposed to be located;

4.2.4 Ensuring that plans for the landscaping of open spaces provide visually pleasing settings for structures on such Lots and on adjoining and nearby Lots and blend harmoniously with the natural landscape;

4.2.5 Ensuring that any development, structure, building or landscaping complies with the provisions of this Declaration, including but not limited to, those provisions set forth in Article 3, and all applicable provisions of the other Association Documents; and,

4.2.6 Ensuring that building design and construction techniques respond to energy consumption and environmental quality considerations such as heat loss, air emissions, and run-off water quality.

4.3 **ARCHITECTURAL CONTROL COMMITTEE**:

4.3.1 The Association has established an Architectural Control Committee ("ACC") which shall consist of three members appointed by the Board. The members need not be Owners or Lessees of Lots. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association or such other annual time period as the Board may determine. Any such member may be removed with or without cause by the Board at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.

4.3.2 The ACC shall operate in accordance with its own rules of procedure. Said rules shall be filed with the Association and maintained in the records of the Association and shall be available to members of the Association.

4.3.3 The ACC is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, engineers, building contractors, consultants, inspectors and such other staff or consultants who shall be reasonably necessary to advise and assist the ACC in performing the design review functions prescribed in this Article 4. Such consultants may be retained to advise the ACC on a single project, on a number of projects, or on a continuing basis.

4.4 ACC APPROVAL AND CONTROL:

4.4.1 Neither the Association nor any Owner, lessee or any agent or contractor of the foregoing, shall perform any of the following without prior approval by the ACC of the plans and specifications for the project and the construction procedures to be used to insure compliance with Article 3: grading, clearing, or other ground disturbance; landscaping; construction of a building, fence, deck, patio, or other structure; erection of a sign; installation of exterior lighting; cutting, grubbing or removal of trees or vegetation; modification, change or alteration of the exterior of any existing structure, including staining or painting if a color materially different from the existing color; paving; the construction or exterior alteration of any improvements to any Lot or other property or building or structure thereon; or the change of the use of any Lot or other property or building or structure thereon. Alterations or remodeling which are completely within a building or structure and which do not change the exterior appearance and are not visible from the outside of the structure may be undertaken without ACC approval, provided such alterations or remodeling do not change the use of, or the number of dwelling units located on the Lot, or amount of commercial space in, the building or structure. All actions taken by the ACC shall be in accordance with Design Guidelines established by the ACC which shall be published as set forth in Section 4.5 and shall be in accordance with the purposes and intents of the Association Documents. Such Design Guidelines may be amended from time to time pursuant to Section 4.5 below. In the case of any challenge to a decision of the ACC, the decision shall be upheld unless the Board finds by clear and convincing evidence the decision to be: (i) in express violation of the Association Documents; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive. The ACC or its designated representative may inspect any approved project to the extent required to insure that the construction or work on such project complies with any and all approved plans and construction procedures as well as any conditions of approval proposed by the ACC. The ACC or its designated representatives may enter upon any Property at any reasonable time or times to inspect the progress, work status, or completion of any project. In addition to any other remedies described herein, the ACC may withdraw approval of any project thereby stopping all activity at such project, as provided in the Design Guidelines.

4.4.2 Any material to be submitted or notice to be given to the ACC shall be submitted to the Board at its address, unless the ACC gives notice of a separate address to the members of the Association.

4.5 **DESIGN GUIDELINES**: The Association shall promulgate and publish rules and regulations that shall state the general design theme of all projects in the Subdivision, specific design requirements, and the general construction procedures that will or will not be allowed in the Subdivision. The Association shall also promulgate and publish rules and regulations that shall set forth the procedures to be followed and material which must be provided by any member of the Association or such member's authorized agents in order to obtain review of proposed construction by the ACC. The Design Guidelines may contain general provisions applicable to all of the Subdivision, as well as specific provisions which vary from one portion of the Subdivision to another depending upon the location, unique characteristics, and intended use.

4.6 **AMENDMENT OF DESIGN GUIDELINES:** The Design Guidelines may be amended as follows: the ACC may propose amendments to the Board, or the Board may adopt amendments of their own volition.

Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements commenced after the date of such amendment only and shall not apply to require modifications to or removal of Structures previously approved once the approved construction or modification has commenced; provided, the construction or modification has proceeded in accordance with the plans and specification therefore, as approved.

The ACC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Subdivision, and all such Persons shall conduct their activities in accordance with such Design Guidelines. THE BURDEN SHALL BE ON THE OWNER AND THE BUILDER TO ENSURE THAT THEY HAVE THE MOST CURRENT DESIGN GUIDELINES.

4.7 **REVIEW FEE**: The ACC may set a review fee schedule sufficient to cover all or part of the cost of ACC time, consultant's fees, and incidental expenses. Applicants for design review may be required to deposit with the ACC a fee which the ACC deems sufficient to cover the costs of design review from which the actual costs shall be deducted when determined and the balance returned to the applicant following completion of the design review procedure.

4.8 **ENFORCEMENT OF PROVISIONS**: The Board shall be responsible for the enforcement of the restrictions set forth in Article 3 of this Declaration and the Design Guidelines; and, in the event that the ACC is unable through the process and procedures provided in the Design Guidelines to secure compliance, then the ACC shall refer the matter to the Board. This provision shall not limit the right of the Association to act under other provisions of the Covenants and Conditions. Subsequent to the completion of construction or action subject to review under Section 4.4, the Association shall have primary responsibility to enforce such restrictions.

4.9 **LAPSE OF ACC APPROVAL**: Approval of the design of a project shall lapse and become void eighteen months following the date of final approval of the project, unless prior to the expiration of one year, a building permit is issued and construction is commenced and diligently pursued toward completion. An Owner may request an extension prior to expiration of the eighteen month period by filing a written request therefore with the ACC, which request shall be reasonably granted; however, the ACC may grant such an extension subject to reasonable restrictions or conditions.

4.10 **LIABILITY**: Neither the Association nor the ACC nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article 4 nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article 4 shall not relieve the Owner or Lessee of strict compliance with applicable governmental laws or regulations.

4.11 **EXTERIOR MAINTENANCE**: The Board may, by vote of a majority of the members present at any meeting, after 30 days notice to the Owner and, if applicable, the Lessee of the Lot, request that the Association provide exterior maintenance and repair upon any Lot, as follows:

(a) If any Owner fails to maintain his Lot or improvements on such Lot or fails to perform any acts of maintenance or repair required under these Covenants and Conditions or the Design Guidelines, the Association may provide exterior maintenance and repair upon such Lot and improvements thereon, after 30 days prior written notice to the Owners and, if applicable, the Lessees of the Lot. In addition, the Association may, without notice, make such emergency repairs and maintenance as may in its judgment be necessary for the safety of any person or to prevent damage to any other property. The cost of such exterior maintenance and repair shall be assessed against the Owner of such Lot; shall be a lien and obligation of the Owner pursuant to Section 5.7 and Section 5.8 herein; shall be a joint and several liability of the Owners of the Lot. For the purpose of performing the exterior maintenance authorized by this Section, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to any Owner, to enter upon such Lot during reasonable hours on any day except Saturday or Sunday. The Association or its designee is hereby granted an irrevocable license over all property in the Subdivision to inspect (in a reasonable manner) property within the Subdivision in order to determine whether any maintenance or repair is necessary under this Section.

(b) Neither the Association, nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any Lot or improvements or portion thereof or to repair or maintain the same. The Association or any other person, firm or corporation undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any Lot, improvements or portion thereof.

ARTICLE 5
PROPERTY OWNER'S ASSOCIATION

5.1 **ORGANIZATION**:

5.1.1 A non-profit homeowners' corporation called the "Blackhawk Lake Property Owner's Association" has been created and is generally referred to herein as the "Association". The Association shall exercise the powers and authority granted by these Covenants and Conditions (according to the Association's Bylaws and Articles of Incorporation).

5.1.2 The Association is with the duties and empowered with the rights set forth herein and in its By-Laws. Its affairs shall be governed by its Articles and By-Laws and by these Covenants and Conditions.

5.1.3 In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties, and obligations of the Association.

5.2 **MEMBERSHIP**:

5.2.1 Each Owner of a Lot shall be members of the Association.

5.2.2 If more than one person owns the Lot giving rise to the appurtenant membership, all of said persons shall be deemed one membership and the membership shall be in the name of one designated individual. With respect to each Lot, the Board of Directors (the "Board") shall at all times have the power to limit the number of persons (other than immediate family of the designated member) who shall have the right to use the Common Areas and Common Facilities under any one membership.

5.2.3 The rights, duties, privileges and obligations of a member shall be in accordance with these Covenants and Conditions, the Articles and By-Laws.

5.2.4 In the event of the dissolution of the Association, upon the formation of an unincorporated association, each member of the Association shall be a member of the unincorporated association and shall have an underlying beneficial interest in all of the property transferred to or for the benefit of said unincorporated association; provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition.

5.3 **PURPOSE**:: The purpose of the Association shall be the maintenance of roads, traffic control, planting areas within roadways, security, fishing habitat, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all lot Owners.

5.4 **VOTING RIGHTS**: One vote for each Lot owned. Owners shall have no right to cumulate their votes. The right to vote may not be severed from the property to

which it relates and any sale, transfer or conveyance of fee title of the property to a new Owner, shall operate to transfer the appurtenant vote or votes to the grantee.

5.5 **DUTIES OF THE ASSOCIATION**:

5.5.1 The Association shall accept as members all persons described in Section 5.2 above.

5.5.2 Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all property vested in it to an independent corporate trustee to hold same in trust for the unincorporated association to be formed for the benefit of the Members.

5.5.3 The Association shall maintain and operate any Common Areas and Common Facilities which it owns for the benefit of those entitled to use such facilities pursuant to these Covenants and Conditions.

5.5.4 The Association shall, at the expense of the Owner, provide for the maintenance of any Lot or Improvement thereon which is not maintained by the Owner in accordance with the requirements of these Covenants and Conditions.

5.5.5 The Association shall pay all taxes and assessments levied upon any association property.

5.5.6 The Association shall contract for or otherwise provide such services as required by majority vote of the membership.

5.5.7 At a minimum, the Association shall obtain and maintain in force the following policies of insurances:

(a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association.

(b) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

(c) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars ($1,500.00) and a limit of not less than Five Hundred Thousand Dollars ($500,000.00) per accident.

The above policies of liability insurance shall cover as insureds the Association, the Board, the Architectural Control Committee, the Owners of all Lots in the Subdivision, and their agents, representatives, members

and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against any Owner.

5.5.8 The Association shall accept and act upon applications submitted to if; for the development of additional Common Facilities.

5.5.9 The Association shall from time to time make, establish, promulgate, amend and repeal Association rules and establish user charges for Common Facilities.

5.5.10 The Board shall appoint and remove members of the Architectural Control Committee pursuant to Section 4.3.1.

5.5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges. It is specifically noted, however, that all assessments shall be uniform as to each Lot. The cost of maintenance, repair and snow removal of Private Roads and the cost of maintenance and repair of all Common Areas and Common Facilities in the Subdivision shall be divided equally between the Building Sites so that each Lot is assessed an equal prorated portion of the total assessment for the Subdivision.

5.5.12 The Association shall take such actions, whether or not expressly authorized by these Covenants and Conditions, as may reasonably be necessary to implement and enforce these Covenants and Conditions, the Association rules and the Architectural Control Committee rules.

5.6 **POWERS AND AUTHORITY OF THE ASSOCIATION**: The Association shall have all of the powers set forth in its Articles of Incorporation, including the power to levy and collect assessments from all members hereinafter provided, together with its general powers as a non-profit corporation (subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in these Covenants and Conditions) to do all lawful things which may be required to be done by the Association under these Covenants and Conditions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the peace, health, comfort, safety and/or general welfare of the members of the Association. Without in any way limiting the generality of the foregoing:

5.6.1 The Association shall have the power and authority at any time without liability to any Owner, to enter upon any Lot for the purpose of enforcing these Covenants and Conditions, or for the purpose of maintaining any such Lot, and any Improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such Lot or any structure thereon as required under these Covenants and Conditions, and for the purpose of removing therefrom any improvement constructed or maintained on any Lot contrary to the provisions of these Covenants and Conditions. The Association shall have the power to commence and maintain actions to

restrain and enjoin any breach or threatened breach of these Covenants and Conditions.

5.6.2 The Association, in fulfilling any of its duties, under these Covenants and conditions, shall have the power and authority to:

(a) Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all property which it owns from time to time, or leases from time to time when said lease provides that the Association shall be obligated to so maintain, restore and repair such leased property

(b) Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, the members of the Architectural Control Committee, or the members of the Association, including, but without limitation, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds;

(c) Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required;

(d) Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Association deems necessary;

(e) Contract and pay for, or otherwise provide for, fire, police, and such other protection services as the Association shall from time to time deem necessary for the benefit of the Subdivision, any property located within the Subdivision, and Owners;

(f) Contract and pay for or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary; and

(g) Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment of any of its duties.

(h) Employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Idaho and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these Covenants and Conditions.

(i) Contract for the operational management of any or all of the Common Facilities as it shall from time to time see fit.

(j) Pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.

(k) Subject to the provisions of these Covenants and Conditions adopt, amend and repeal rules and regulations to be known as "Associated Rules" governing, among other things:

(aa) The use of the Common Areas and Common Facilities, including the Private Roads;

(bb) The use of Association property;

(cc) The collection and disposal of refuse;

(dd) The burning of open fires;

(ee) The keeping and maintenance of animals within the Subdivision; and

(ff) Other activities in the Subdivision which would adversely effect the peace and enjoyment of residents in the Subdivision.

(l) Grant concessions and/or leases and approve subleases, with respect to any of the Common Facilities;

(m) Establish and collect reasonable user charges for any Common Area or Common Facility which it owns.

5.7 **ASSESSMENTS**:

5.7.1 Obligation for Assessments and Other Amounts. Each Owner, by acceptance of a deed for his or her Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be conclusively deemed to have covenanted and agreed to pay to the Association Assessments and charges, fines, penalties or other amounts, to be levied, fixed, established and collected as set forth in these Covenants and Conditions and the Articles, Bylaws and rules and regulations of the Association as from time to time are in force and effect.

5.7.2 Purpose of Assessments and Other Amounts. The assessments levied and any charge, fine, penalty or other amount collected by the Association shall be used exclusively to pay expenses that the Association may incur in performing any actions or functions permitted or required under these Covenants and Conditions, or its Articles or Bylaws as from time to time are in force and effect, including the funding of Reserve and Contingency Accounts.

5.8 **LIEN FOR ASSESSMENTS**:

5.8.1 If any lot Owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the Lot as set forth in the deed of conveyance to the Owner, and upon the recording of notice thereof by the Association in the office of the Valley County Recorder, such lien shall be constituted upon such Owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such lot Owner prior to preexisting recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

5.8.2 The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this Section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a Lot may pay any common expenses payable with respect to such Lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

5.8.3 The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgagee of real property. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The Owners shall also be required to pay the Association all assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary to expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting Owner's portion of the premium.

5.8.4 The Association and its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

5.9 **CERTIFICATE OF ASSESSMENTS**: Upon payment of a reasonable fee, as established by the Association and upon the written request of any Owner, mortgagee, prospective grantee or prospective mortgagee, of a Lot, the Association — by its financial officer, shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject Lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments or common expenses which became due prior to the date of making such request. No failure of the Association to comply with a request for a Certificate shall relieve the Owner from personal liability for, or the subject Lot from the lien for, any unpaid assessments or common expenses.

ARTICLE 6
DISPUTE RESOLUTION

6.1 **AGREEMENT TO ENCOURAGE RESOLUTION OF DISPUTES WITHOUT LITIGATION**:

6.1.1 The Association and its officers, directors, all Members, and any Person not otherwise subject to these Covenants and Conditions who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Subdivision without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection 6.1.2 unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 6.2 in a good faith effort to resolve such Claim.

6.1.2 As used in this Article, the term "Claim" shall refer to any claim, tort claim, grievance or dispute arising out of or relating to:

(i) the interpretation, application or enforcement of the Association Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Association Documents; or,

(iii) the decisions of the Architectural Control Committee.

6.1.3 The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 6.2:

(i) any suit by the Association to collect Assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of any of the Association Documents;

(iii) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;

(iv) any suit in which any indispensable party is not a Bound Party;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 6.2.1, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article; and,

(vi) any suit by the Association to enjoin a continuing violation of or to enforce the provisions of any Association Document.

6.2 **DISPUTE RESOLUTION PROCEDURES**:

6.2.1 **NOTICE:** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the person involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and,

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

6.2.2 **NEGOTIATION**: The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

6.2.3 **MEDIATION**: If the parties have not resolved the Claim through negotiation within 30 days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant

shall have 45 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to a mutually acceptable individual providing dispute resolution services in Idaho.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all fees charged by the mediator.

6.2.4 **SETTLEMENT**: Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, the any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set for this in this Section. In such event the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover for the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE 7
MISCELLANEOUS

7.1 **A VIOLATION OF COVENANTS**: Whenever there shall have been built on any Lot, a structure which is in violation of these Covenants and Conditions, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the Owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents, and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the Lot upon the recording by the Association of a sworn statement with respect thereto in the Valley County real property records. In addition, if any person shall violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning the real property in the Subdivision or for the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

7.2 **TERM**: The Covenants and every provision hereof shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be automatically renewed for successive ten (10) year periods unless and until terminated as provided in Article 7, Section 7.3 hereof.

7.3 **AMENDMENT / TERMINATION BY THE OWNERS**: These Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the affirmative vote of the Owners of sixty-five percent (65 %) of Lots within the Subdivision who are present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by the Board in the office of the Recorder of Valley County, Idaho.

7.4 **AMENDMENT BY THE BOARD**: The Board may amend Article 1 to include additional land within the property covered by these Covenants and Conditions pursuant to the Settlement Agreement between the Prior Declarants and the Association dated February 9, 2007.

7.5 **VALLEY COUNTY REGULATIONS**: To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive in their allowable land utilization than these Covenants and Conditions, they shall supersede these Covenants and Conditions and govern at all times.

7.6 **NO WAIVER**: All of the conditions, covenants, restrictions and reservations contained in these Covenants and Conditions shall be construed together, but if it shall at any time be held that any one of said Covenants and Conditions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof, shall be thereby affected or impaired.

7.7 **OWNER'S LIABILITY SUBSEQUENT TO SALE**: Upon the sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to these Covenants and Conditions. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site.

7.8 **PERSONAL LIABILITY**: No member of the board or any committee of the Association or any officer of the Association, or the manager, if any, or member of the Architectural Control Committee, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity in the administration or performance of duties imposed by this Declaration of Covenants, Conditions and Restrictions (or any Amendment thereof) provided that such person or entity has, upon the basis of

such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

7.9 **BENEFITS AND BURDENS**: The terms and provisions contained in this Declaration of Covenants, Conditions and Restrictions shall bind and inure to the benefit of the Owners and Occupants of all Lots located within the Subdivision, and their respective heirs, successors, personal representatives and assigns.

7.10 **NOTICE**: Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (1) to the address of the if improved; (2) if the Lot is not improved to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner.

7.11 **CONTEXT OF TERMS**: Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

7.12 **MORTGAGE**: The term "mortgage" as used herein shall include deeds of trust and trust deeds.

These 2008 Amended and Restated Covenants and Conditions were approved at a meeting of the Members of the Blackhawk Lake Property Owner's Association held October 15, 2008. 49 Members voted, with 46 Members voting to approve, and 3 voting to deny approval. There are a total of 61 Members in the Subdivision, resulting in a total percentage of Members voting to approve of 78.7%.

IN WITNESS WHEREOF, these 2008 Amended and Restated Covenants and Conditions are hereby amended as aforesaid.

BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION, INC.

By: _____

JOHN CORBETT, **President**

IN WITNESS WHEREOF, SAGE SGI LLC hereby consents to these 2008 Amended and Restated Covenants and Conditions, and agrees that any property owned by it and subjected to the Blackhawk Lake Estates Covenants and Conditions will be subjected to these 2008 Amended and Restated Covenants and Conditions.

SAGE SGI LLC,
an Idaho limited liability company

By: _____ 1/13/08 @ 5:13 p.m. MST
Sima Muroff, Manager

IN WITNESS WHEREOF, Blackhawk Partners, LLC hereby consents to these 2008 Amended and Restated Covenants and Conditions, and agrees that any property owned by it and subjected to the Blackhawk Lake Estates Covenants and Conditions will be subjected to these 2008 Amended and Restated Covenants and Conditions.

BLACKHAWK PARTNERS LLC,
an Idaho limited liability company

By: _____ 1/13/08 @ 5:13 p.m. MST
Sima Muroff, Manager

IN WITNESS WHEREOF, L.B. Industries, Inc. hereby consents to these 2008 Amended and Restated Covenants and Conditions, and agrees that any property owned by it and subjected to the Blackhawk Lake Estates Covenants and Conditions will be subjected to these 2008 Amended and Restated Covenants and Conditions.

L.B. INDUSTRIES, INC.,
an Idaho corporation

By: _____
C. Lloyd Muroff, GM

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 22nd day of December, 2008, before me, Debra Martens, a Notary Public in and for said State, personally appeared John Corbett, known or identified to me to be the President of **Blackhawk Lake Property Owner's Association, Inc.** that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

DEBRA MARTENS NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6/1/2014

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 17th day of January, 2007, before me, Debra Martens a Notary Public in and for said State, personally appeared **Sima Muroff**, known or identified to me to be the Manager of **Sage SGI LLC**, the Idaho limited liability company that executed or the person who executed the aforesaid document on behalf of said limited liability company, and acknowledged to me that such limited liability company did executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

DEBRA MARTENS NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6/1/2014

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 17th day of January, 2007, before me, Debra Martens a Notary Public in and for said State, personally appeared **Sima Muroff**, known or identified to me to be the Manager of **Blackhawk Partners, LLC**, the Idaho limited liability company that executed or the person who executed the aforesaid document on behalf of said limited liability company, and acknowledged to me that such limited liability company did executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

DEBRA MARTENS NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6/1/2014

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 23rd day of December, 2008, before me, Jennifer Damiano a Notary Public in and for said State, personally appeared C. Lloyd Mahaffey Jr. known or identified to me to be the General Manager of **L.B Industries, Inc.** that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

JENNIFER DAMIANO NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
My Commission Expires: 9/12/2013

Instrument # 338358
VALLEY COUNTY, CASCADE, IDAHO
1-28-2009 04:07:36 No. of Pages: 5
Recorded for : MILLEMANN, PITTENGER, MCMAHAN
ARCHIE N. BANBURY Fee: 15.00
Ex-Officio Recorder Deputy
Index to: ARTICLES OF INCORPORATION

2008 AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC.

2008 AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC.

Idaho Organizational ID / Filing Number: C159455

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, for the purpose of amending and restating the Articles of Incorporation for Blackhawk Lake Property Owner's Association, Inc., a nonprofit corporation under the laws of the State of Idaho in compliance with the provisions of Title 30, Chapter 3, Idaho Code, does hereby certify, declare that the Members have adopted the following Amended and Restated Articles of Incorporation:

ARTICLE 1. NAME

The name of the corporation shall be **BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC**. (hereinafter, the "Corporation").

ARTICLE 2. TERM

The period of existence and duration of the life of this Corporation shall be perpetual.

ARTICLE 3. NONPROFIT

This Corporation shall be a nonprofit, membership corporation.

ARTICLE 4. REGISTERED AGENT AND MAILING ADDRESS

The location and street address of the registered office of this Corporation shall be 5537 N. Glenwood, Garden City, Idaho 83714, and Advantage Idaho Inc. is hereby appointed the initial registered agent of the Corporation. The mailing address for the Corporation shall be 5537 N. Glenwood, Garden City, Idaho 83714.

ARTICLE 5. PURPOSE AND POWERS OF THE ASSOCIATION

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which the Corporation is formed are to provide for certain regulations for the use and architectural control of the Lots and Common Areas located in Blackhawk Lake according to the plats thereof recorded, or to be recorded, in the official records of Valley County, Idaho (the "Development"), which Development is

encumbered by: 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, recorded January 16, 2009 in Valley County, Idaho as Instrument No. 338125, as the same may be amended from time to time (the "Declaration"); and to promote the health, safety and welfare of the residents within the planned development; and for this purpose to:

(A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length; and

(B) Have and exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or exercise, subject only to limitations' contained in the Bylaws and the Declaration and the amendments and supplements thereto.

ARTICLE 6. MEMBERSHIP

Each person or entity holding fee simple interest of record to a Lot and other real property which is a part of the Development, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation, shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Building Site located in the planned development.

ARTICLE 7. VOTING RIGHTS

Members shall be Owners of Building Sites within the planned development. Members shall be entitled to one (1) vote for each single-family residential Building Site owned by such Members.

ARTICLE 8. BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Corporation, but in no event shall the number be less than three (3). The names and addresses of the persons who currently act in the capacity of Directors are:

NAME	ADDRESS
John Corbett	P. O. Box 510512, Melbourne Beach, Florida, 32915
Bob Peterson	2597 Highway 201, Nyssa, Oregon, 97913
Mike McQuire	1740 Las Canos Road, Santa Barbara, California, 93105
Joe Klobucher	120 Mariah Court, McCall, Idaho, 83638
Troy Smith	2533 Plateau, Boise, Idaho, 83712

Jim Durst	9290 W. Bay Stream Court, Garden City, Idaho, 83714
Clint Esshelman	3321 N. Lena, Boise, Idaho, 83713

ARTICLE 9. ASSESSMENTS

Each Member shall be liable for the payment of assessments provided for in the Declaration and as otherwise set forth in the Bylaws of the Corporation.

ARTICLE 10. DISSOLUTION

The Corporation may be dissolved at any regular meeting, or any special meeting of the Corporation called for that purpose, by the affirmative votes of not less than three-fourths (3/4) of the Members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the real property and other assets of the Corporation, if any, shall be: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created; or (ii) granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes; or (iii) distributed to the Owners of Building Sites to be held by them as tenants in common in proportion to the number of Building Sites within the planned development.

ARTICLE 11. AMENDMENTS

These Articles of Incorporation may be modified or amended with the affirmative vote of the Owners of sixty-five percent (65 %) of Lots within the Subdivision who are present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter. Such modification or amendment shall be immediately effective upon filing the same with the Secretary of State and recording a proper instrument in writing, executed and acknowledged by the Board in the office of the Recorder of Valley County, Idaho. No amendment which is inconsistent with the provisions of the Declaration shall be valid.

ARTICLE 12. MEANING OF TERMS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration including, without limitation, "Association," "Board," "Building Site," "Bylaws," "Common Area," "Member," "Owner," and "Property."

ARTICLE 13. INCORPORATOR

The Corporation was previously established pursuant to Articles of Incorporation dated March 18, 2005. The President of the Corporation, John Corbett, is signing these 2008 Amended and Restated Articles of Incorporation based upon approval of the Members.

These 2008 Amended and Restated Articles of Incorporation were approved at a meeting of the Members of the Blackhawk Lake Property Owner's Association held October 15. 2008, and shall supersede and replace any prior Articles of Incorporation for the Corporation. 49 Members voted, with 46 Members voting to approve, and 3 voting to deny approval. There are a total of 61 Members in the Subdivision, resulting in a total percentage of Members voting to approve of 78.7 %.

IN WITNESS WHEREOF, these 2008 Amended and Restated Articles of Incorporation are hereby amended as aforesaid.

BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION, INC.

By: _____

JOHN CORBETT, President

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 22nd day of December, 2008, before me, Debra Martens, a Notary Public in and for said State, personally appeared John Corbett, known or identified to me to be the President of Blackhawk Lake Property Owner's Association, Inc. that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6/1/2014

STATE OF IDAHO
NOTARY PUBLIC
DEBRA MARTENS

Instrument # 355877
VALLEY COUNTY, CASCADE, IDAHO
10-25-2010 03:33:44 No. of Pages: 3
Recorded for : ADVANTAGE IDAHO
ARCHIE N. BANBURY Fee: 16.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

AMENDMENT 2 TO 2008 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO INCREASE THE SPEED LIMIT FOR SNOWMOBILES, ATVS, MOTORCYCLES, ETC. TO 25MPH

This Amendment is made this 15th day of September 2010.

WHEREAS, the owners of Blackhawk Lake Estates desire to amend Paragraph 3.18 of the Declaration relating to the parking of trailers and motor vehicles,

NOW THEREFORE, the undersigned state:

1. A vote was held in accordance with the governing documents of the Blackhawk Lake Estates subdivision and laws of Idaho and that the required number of lot owners within the subdivision hereby agree that Paragraph 3.18 of the Declaration is hereby amended by deleting the current Paragraph 3.18 and in its place, substituting the following provision:

> **3.18 SNOWMOBILES, ATV'S, MOTORCYCLES, ETC. :** Snowmobiles, ATV's, motorcycles, and other recreation vehicles and equipment (all generally referred to as "Recreation Equipment"), shall not exceed 25mph while operating in the Subdivision. It is the intent of the Association not to allow high speed use of Recreation Equipment anywhere within the Subdivision (including their operation on Lots, Private Roads and Common Areas). The 25 mile per hour speed limit is intended to allow Recreation Equipment to be driven to and from the Subdivision but is not intended to allow recreational use within the Subdivision. All recreational use is intended to occur outside of the Subdivision.

2. The requisite number of owners executing this Amendment was obtained on or before the deadline date of September 15, 2010.

3. In all other respects, the *2008 Amended and Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions, And Restrictions,* shall remain in full force and effect as written except as amended herein.

IN WITNESS WHEREOF, the member of the Board of Directors below enumerated have executed this Amendment to the *2008 Amended and Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions, And Restrictions*, effective the day and year first above written.

Blackhawk Lake Estates Owners Association

By: _____

Its: President

By: _____

Its: Secretary/Treasurer

STATE OF IDAHO)
)ss.
County of Ada)

On this 19 day of October, in the year 2010, before me, Kathleen Hansen, a Notary Public in and for said State, personally appeared John Corbett, known or identified to me to be the President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KATHLEEN HANSEN NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
Residing at: Ada County, Idaho
Commission Expires:
April 6, 2012

STATE OF IDAHO)
)ss.
County of Ada)

On this 19 day of October, in the year 2010, before me, Kathleen Hansen, a Notary Public in and for said State, personally appeared Joe Klobucher, known or identified to me to be the Secretary / Treasurer of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KATHLEEN HANSEN
NOTARY
PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at: Ada County, Idaho
Commission Expires:
April 6, 2012

Instrument # 355878
VALLEY COUNTY, CASCADE, IDAHO
10-25-2010 03:36:02 No. of Pages: 4
Recorded for : ADVANTAGE IDAHO
ARCHIE N. BANBURY Fee: 19.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

AMENDMENT 1 TO THE 2008 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO EXTEND THE ACCEPTABLE PARKING PERIOD FOR TRAILERS AND MOTOR VEHICLES

This Amendment is made this 15th day of September 2010.

WHEREAS, the owners of Blackhawk Lake Estates desire to amend Paragraph 3.17 of the Declaration relating to the parking of trailers and motor vehicles,

NOW THEREFORE, the undersigned state:

1. A vote was held in accordance with the governing documents of the Blackhawk Lake Estates subdivision and laws of Idaho and that the required number of lot owners within the subdivision hereby agree that Paragraph 3.17 of the Declaration is hereby amended by deleting the current Paragraph 3.17 and in its place, substituting the following provision:

> 3.17 **TRAILERS AND MOTOR VEHICLES:** No boats; trailers; campers; motorhomes; commercial cars, trucks, or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis. It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot. All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 14 days, must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed

position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided.

2. The requisite number of owners executing this Amendment was obtained on or before the deadline date of September 15, 2010.

3. In all other respects, the *2008 Amended and Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions, And Restrictions*, shall remain in full force and effect as written except as amended herein.

IN WITNESS WHEREOF, the members of the Board of Directors below enumerated have executed this Amendment to the *2008 Amended and Restated Blackhawk Lake Estates Declaration Of Covenants, Conditions, And Restrictions*, effective the day and year first above written.

Blackhawk Lake Estates Owners Association

By: _____

Its: President

By: _____

Its: Secretary/Treasurer

STATE OF IDAHO)
)ss.
County of Ada)

On this 19 day of October, in the year 2010, before me, Kathleen Hansen, a Notary Public in and for said State, personally appeared A. John Corbett, known or identified to me to be the President of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KATHLEEN HANSEN NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
Residing at: Ada County, Idaho
Commission Expires: April 6, 2012

KH On this 19 day of October, in the year 2010, before me, ~~Joe Klobucher~~ Kathleen Hansen a Notary Public in and for said State, personally appeared Joe Klobucher, known or identified to me to be the Secretary / Treasurer of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KATHLEEN HANSEN NOTARY PUBLIC STATE OF IDAHO

Kathleen Hansen

Notary Public for Idaho
Residing at: Ada County Idaho
Commission Expires:
April 6, 2012

Instrument # 415999
VALLEY COUNTY, CASCADE, IDAHO
09-04-2018 11:29:63 No. of Pages: 33
Recorded for: MILLEMANN PEMBERTON & HOLM LLP
DOUGLAS A. MILLER Fee: $106.00
Ex-Officio Recorder Deputy: RRA
Electronically Recorded by Simplifile

BLACKHAWK LAKE ESTATES

2018 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BLACKHAWK LAKE ESTATES
2018 AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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2018 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This 2018 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions ("Covenants and Conditions") is made by the Blackhawk Lake Property Owner's Association, Inc., an Idaho nonprofit corporation. These Covenants and Conditions replace and supersede the following: The 2008 Amended And Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, the First Amendment to 2008 Amended And Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, Amendment 1 to 2008 Amended And Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; and, Amendment 2 to 2008 Amended And Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions; all of which were recorded with the Valley County, Idaho Recorder as Instrument Nos. 338125, 348196, 388578 and 355877 respectively.

ARTICLE 1
PROPERTY SUBJECT TO THIS DECLARATION OF PROTECTIVE COVENANTS

The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this declaration is located in the County of Valley, State of Idaho, and is more particularly described as follows:

> All blocks, lots, streets, drives, roads, and easements platted as Blackhawk Lake Subdivision which was recorded August 10, 1993 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 198035, Book 8, Page 36, as modified by the Amended Plat of Blackhawk Estates Subdivision Phase I, which was recorded August 22, 1994 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 206204 at Book 8, Page 54.; and
>
> All blocks, lots, streets, drives, roads, and easements platted as Blackhawk Lake Estates Phase II which was recorded November 1, 1996 in the office of the County Recorder of Valley County, Idaho, under Instrument Number 221848 of the Official Records of Valley County, Idaho, at Book 8, Page 82 of Plats; and
>
> All blocks, lots, streets, drives, roads, and easements platted as The Reserve At Blackhawk Lake which was recorded October 19, 2005 in the office of the County Recorder of Valley County, Idaho, as Instrument Number 301836 of the Official Records of Valley County, Idaho, at Book 10, Page 27 of Plats.

And, that certain real property which is the subject of the Blackhawk Lake Estates Common Area Addition Final Plat recorded with the Valley County, Idaho Recorder as Instrument No. 348194, which real property is currently owned by the Association and shall be considered Common Area.

ARTICLE 2
GENERAL PURPOSES AND DEFINITIONS

2.1. The real property described in Article 1 hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable Improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the Subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the Subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the Owners of Lots in the Subdivision.

2.2. As used herein the following words and terms shall have the following meanings.

2.2.1. "Architectural Control Committee" shall mean that certain committee initially established to review and approve construction plans and plans for improvement of the Lots within the Subdivision.

2.2.2. "Association Documents" shall mean the various operative documents of the Blackhawk Lake Property Owner's Association, including: (a) the Articles of Incorporation; (b) the Bylaws; (c) these Covenants and Conditions; (d) the Design Guidelines; (e) all Rules and Regulations promulgated by the Board; and, (f) all amendments and supplements to any of the aforementioned documents.

2.2.3. "Blackhawk Lake Property Owner's Association" (hereinafter such association may sometimes be referred to as the "Association") shall mean that certain property owner's association which has been established as a non-profit corporation of which every Owner of property within the Subdivision shall be a member.

2.2.4. "Building Site(s)" of "Sites" shall mean any contiguous plot of the Subdivision the size and dimensions of which shall be established by the legal description in the original conveyance from any Prior Declarant to the first fee Owner (other than the Prior Declarant) of said plot of the Subdivision.

2.2.5. "Common Areas" shall mean and include collectively all real property or Out Lots within the Subdivision which are designated to be owned or are owned by the Association, including (without limitation) any real property

upon which Common Facilities are located or are intended to be located. The term "Common Area" shall not include any real property owned by or reserved for governmental entities.

2.2.6. "Common Facilities" shall mean the facilities that were developed by a Prior Declarant and facilities developed by the Association for the general use of the Owners, their families and guests which is located, or to be located, within the Subdivision and any other facilities of a similar nature which the Association may from time to time own, lease, operate or otherwise control. It is specifically noted that Common Facilities include, among other things, the beds and banks (up to the plotted Lot lines) of Blackhawk Lake and Blackhawk Pond; and all water rights, dams and water conveyance systems relating to Blackhawk Lake and Blackhawk Pond (including the fire hydrant equipment and systems located within the Subdivision).

2.2.7. "Improvements(s)" shall mean structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, accessory buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings and other landscaping, signs and external lighting.

2.2.8. "Lot" shall mean each lot reflected on the recorded plat of the Subdivision.

2.2.9. "Occupant" shall mean and include any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building Site or Sites whether or not such right is exercised as well as their heirs, assigns and successors in interest.

2.2.10. "Owner" or "Owners" shall mean the party or parties having any fee hold estate interest in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgage, under deed of trust or other security holder in actual possession of any Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

2.2.11. "Out Building" shall mean an enclosed covered building to be used as a barn, garage or for other purposes not directly attached to the main structure which it serves. Such a structure may be constructed only in accordance with these Covenants and Conditions, and only if it complies with Valley County Ordinances. No kitchens are permitted in Out-Buildings.

2.2.12. "Out Lot" shall mean real property that has been reserved for open space, roadways, utilities or recreational facilities.

2.2.13. "Maid/Guest House" shall mean a residential structure for use as servant's quarters or guest quarters which is attached to the main residential structure.

2.2.14. "Prior Declarants" shall mean L.B. Industries, Inc., an Idaho corporation, which was the entity named as a Declarant pursuant to prior versions of these Covenants and Conditions, as well as Sage SGI, LLC, an Idaho limited liability company which was assigned Declarant's rights pursuant to an Assignment and Assumption of Declarant's Rights recorded with the Valley County, Idaho Recorder prior to these 2018 Amended and Restated Covenants and Conditions.

2.2.15. "Private Roads" shall mean all ingress and egress roadways within the Subdivision beginning and ending from the points of ingress and egress from West Mountain Road. Private Roads will not be provided County or State services such as snow removal and repairs and thus, the Association is required to provide all necessary services. Common Area Private Roads have been deeded to the Association.

2.2.16. "Single Family Residence" shall mean a single family residential building together with not more than one (1) out building.

2.2.17. "Subdivision" shall mean the land described in Article 1. The Association has an obligation to cooperate with Prior Declarants pursuant to a Settlement Agreement between the Prior Declarants and the Association dated February 9, 2007, to amend Article 1 to include additional land owned by the Prior Declarants, more specifically described in the Settlement Agreement as Blackhawk Lake Estates Phases 3, 4 and 5.

ARTICLE 3
COVENANTS AND CONDITIONS

3.1 **LAND USE AND BUILDING TYPE**: No Building Site shall be used except for residential purposes, and each Site shall be limited to one Single Family Residence which may include an attached Maid/Guest House if it complies with applicable zoning and health department requirements. No building shall be erected, altered, placed, or permitted to remain on any Site other than for residential or recreational purposes or for a private garage, barn, and other out buildings incidental to residential use of the premises. All structures constructed on any Building Site shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Building Site. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out building located or erected on a Building Site covered by these covenants shall at any time be used for private habitation, except in the following situations:

(a) During the construction period for a given Lot (which must be completed within eighteen (18) months - see Section 3.13) a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation of the Lot Owner and/or Occupants as approved on a case by case basis by the Architectural Control Committee.

(b) After the construction of a Single-Family Residence has been completed upon a Lot, a recreational vehicle (camping trailer or motorhome) may

be used for temporary habitation by guests for consecutive periods not exceeding fourteen (14) days or nights. **At the conclusion of such fourteen (14) consecutive day or night occupancy period, the recreational vehicle must be removed from the Building Site for at least fourteen (14) consecutive days.**

3.1.1 **No Lot shall be used for any retail commercial or business purposes whatsoever, except for Home Office as described in Section 3.33 following.**

3.1.2 For the security of our Gated Community, daily visitors are not allowed without Property Owners knowledge. No unaccompanied daily guests or visitors are allowed to use the community's amenities, lake or clubhouse without an owner present in the community.

This DOES NOT apply to unaccompanied guests staying at the Owners home. However, we strongly encourage the Owner to notify the Associations Manager of any such Guests and offer contact information or description and or license number of the Guests' vehicle. The Associations Manager will provide the Guests with a unique 24/7 Gate Code for their use during their stay, which will be discontinued upon their departure. Lot Owners are never to give out their "owner gate codes" or openers to anyone other than family.

All Guests will be subject to the rules of the Association and the Owner must provide their guests with a copy of the current Association "Guest Rules" and advise them that they are responsible to read and follow the rules; however, the Owners are responsible for any violation of Association rules by their Guests.

3.2 **APPROVAL OF CONSTRUCTION PLANS**:

3.2.1 No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any addition thereto or change or alteration therein be made unless it complies with the Valley County, Idaho zoning ordinances in existence with respect to the property and until the complete plans and specification (including, but not limited to, the floor, elevations, plot, grading, and landscaping plans); provisions for off-street parking; the specifications of principal exterior materials and color schemes; and the location, character and method of utilization of all utilities) have been submitted to the Architectural Control Committee approved in writing, by the Architectural Control Committee Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

3.2.2 The procedures dealing with the submission of plans to the Architectural Control Committee are set forth in Article 4.

3.3 **MINIMUM FLOOR AREA AND BUILDING HEIGHTS**:

3.3.1 Single Family Residence – All main residence structures permitted on any Building Site are subject to the following provisions: The minimum required habitable floor area of a main residence is 2000 square feet, excluding basements, porches, and garages; and, a minimum of a two-car garage is required. The ACC suggests that, during the designing and planning stages of building a new home, the owner take into consideration the following: Pursuant to Section 3.17 below, all boats, trailers, campers, motorhomes, snowmobiles, all-terrain vehicles, motorcycles and other motorized vehicles, must be parked inside or be concealed from the sight of any traffic along Subdivision roads.

3.3.2 Single Family Residence – no main residence structure shall be permitted to have more than two (2) above ground floors (a daylight basement shall not generally be considered an above ground floor). In the case of a two (2) story structure, the first floor shall have no less than 1,000 square feet of the required 2,000 square feet of total habitable floor area.

3.3.3 Maid/Guest House – the attached Maid/Guest House referenced in these covenants shall not be permitted on any Building Site covered by these covenants, unless it is accepted and complies with all applicable zoning and health department requirements. The total number of habitable floors shall not be more than two (2).

3.3.4 The maximum height of any building shall be compliance with the Valley County zoning ordinances.

3.4 **IN-HOUSE FIRE SUPRESSION SYSTEMS**: As a result of improvements made to West Mountain Road in 1995 and 1996, in-house fire suppression systems are no longer required to be installed within residential structures built in the Subdivision. In light of the rural nature of the Subdivision and the distance to the closest fire station it is recommended, however, that Owners install fully functional, in-house, fire suppression, water sprinkling systems or monitored fire – smoke – burglar alarm systems (which have been inspected and approved by an inspector licensed by the Idaho State Fire Marshall's Office) in all residential structures.

3.5 **SET BACK REQUIREMENTS:** Some Lots have designated building envelopes as per the recorded Master Plan and Plat, if a building envelope is designated for a given Lot, all Improvements must stay within the designated building envelope. In the case of Lots where a building envelope is not designated on the Master Plan and Plat the setbacks will be a minimum of twenty (20) feet in Front, Back, and on each side. The location of such Improvements must receive the advance approval of the Architectural Control Committee, as more completely described herein. In all cases the location of all such Improvements shall conform to the Valley County zoning regulations then in effect.

3.6 **FENCES**: To maintain and preserve the natural beauty of land, no fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any

Lot for any purpose whatsoever, except such fences, walls, or barriers that are attached to the main structure for privacy or enclosure of pets as may be approved by the Architectural Control Committee (in no case will chain link fencing, enclosures or barriers be approved). No lot line fencing will be permitted.

3.7 **SIGNS**: No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) square feet designating the Owner of any Building Site, one sign of not more than six (6) square feet advertising the property for sale or rent.

3.8 **EASEMENTS**: Easements and rights-of-way as described on the recorded plat of Blackhawk Lake Subdivision have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the Subdivision. Road rights-of-way and easements shown on the plat contain utility, easements, and easements for other purposes. No dwelling, Improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

3.9 **GARBAGE AND REFUSE DISPOSAL**:

3.9.1 No part of the Subdivision above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste; at all times the Subdivision shall be maintained in a sanitary condition.

3.9.2 Reasonable precaution shall be taken against fire hazards. No outdoor burning of any kind shall be permitted upon the Building Sites, except for cooking and such additional burning as shall be in strict compliance with all applicable governmental and Association rules and regulations, including but not limited to permitting requirements. The Association may promulgate Rules and Regulations with regard to outdoor burning.

3.9.3 All Property Owners shall use the trash receptacles placed near the Community Lodge for collection of personal trash and garbage. All cardboard must be flattened or taken to a recycling center. No individual commercial trash containers shall be placed at the front of any residence at any time.

3.9.4 Contractors doing construction work must provide their own appropriate Trash Containers to rid the job site of all trash and Garbage. No Construction trash or garbage is allowed to be placed in the Community trash receptacles.

3.10 **TREES**: **Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a Lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Architectural Control Committee.**

3.11 **ANIMALS**: No animals, of any kind, except for household pets, (it is specifically noted that livestock, poultry and wild animals are not to be considered household pets) shall be; raised, bred, or kept on any portion of the property. Household pets may be kept for personal or noncommercial recreational purposes only. Pets must be kept within the boundaries of the Lot unless accompanied by and under the positive control of the Owner, which may include the use of a leash. Owners shall be responsible for the cleanup of animal waste in all areas outside their Lots, including but not limited to the Common Areas.

All pet enclosures must match the colors of the main structure on the Lot, be attached to the main structure on the Lot and receive the prior approval of the Architectural Control Committee.

Idaho Law prohibits dogs from disturbing or chasing wildlife. Fish and Game Policy allows for destruction of dogs in the pursuit of big game animals. Owners may be cited and fined.

3.12 **LANDSCAPING:** In order to insure protection of the water quality of Blackhawk Lake and Blackhawk Pond and the natural environment, all-natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared Sites will be landscaped and completely planted in native grasses and trees. In no case will total ground clearing such as with equipment like "brush hogs" or other similar devices ever be used on Owner Lots. Outside of the formally landscaped areas approved by the ACC natural areas will be left "natural" with the exception of the removal of noxious weeds. The Architectural Control Committee may approve limited construction of gardens, lawns, and exterior living areas, **however, no fertilizers containing molecular nitrates or phosphates shall be used or placed upon or within any Lot. Only approved fertilizers shall be used, at such times and in such manner as prescribed by the Association. Well water shall be restricted to domestic use only (domestic use is deemed to include non-commercial use of water for human and animal consumption, cleaning, washing, sanitation systems and reasonable watering of houseplants and exterior gardens and lawns).**

3.13 **CONTINUITY OF CONSTRUCTION**: All structures commenced in this Subdivision shall be prosecuted diligently too completion and shall be completed within eighteen (18) months of issuance of building permit unless approved in writing by the Architectural Control Committee. Construction of the required two car garage will be concurrent with the Construction of the Home. Any other "Out-Building" must be built concurrently with the Home or by separate approval of the ACC at a future point in time. Only one separate Out-Building or detached Garage is permitted on any Lot. Landscaping must be completed the first Fall after completion of the Home unless otherwise approved by the ACC.

3.14 **NUISANCE, FIREARMS, and DRONES**: No noxious or offensive activity shall be carried on within the Subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the Subdivision. Fire arms as used herein shall be construed to

mean not only rifles, pistols and cannons, but also fireworks, explosives, air rifles, BB guns, or similar devices. No Drones or similar remote controlled flying devices are allowed to be operated within the boundaries of BLE. Exceptions may be considered by the Board for an Owner or Realtor to take pictures of property For Sale but the filming may only be of the Owners Lot. Other uses may be approved by the Board of Directors on a case by case basis (i.e. an Owners Family's Wedding or other).

3.15 **SEWAGE DISPOSAL**: If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, each dwelling must use a sanitary disposal system of a design and installation approved by Valley County, the Central District Health Department and the Idaho Department of Health and Welfare.

3.16 **PARKING**:

3.16.1 Parking shall be accommodated on Site with no parking allowed on Subdivision private or public streets. Each Site shall provide at least a two-car garage and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

3.16.2 Parking in Common Areas shall be limited to those locations designated as being available for parking. Parking in these areas shall be for temporary purposes incidental to the use of the Common Areas and Common Facilities. No overnight parking or overnight camping shall be permitted in the vehicles located in the Common Areas.

3.17 **TRAILERS AND MOTOR VEHICLES**: No boats; trailers; campers; motorhomes; commercial cars, trucks or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis. It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot. All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 14 consecutive days must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year-round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not

display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided.

3.18 **SNOWMOBILES, ATVS, MOTORCYCLES, ETC.** : Snowmobiles, ATVs, motorcycles, and other recreational vehicles and equipment (all generally referred to as "Recreational Equipment"), shall not exceed 25 mph while operating in the Subdivision. It is the intent of the Association not to allow high speed use of Recreational Equipment anywhere within the Subdivision (including their operation on Lots, Private Roads and Common Areas). **The 25 mile per hour speed limit is intended to allow Recreational Equipment to be driven to and from the Subdivision but is not intended to allow recreational use within the Subdivision. All recreational use is intended to occur outside of the Subdivision.**

3.19 **COMMERCIAL MACHINERY AND EQUIPMENT**: No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other Improvements within the Subdivision.

3.20 **ANTENNAS**: Except as specified herein, antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Building Site. Satellite or digital antenna dishes of 34 inches in diameter or less (such as DirecTV or Dish TV) may be attached to the back, or side of a dwelling but not the front without ACC approval.

3.21 **STORAGE TANKS**: Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located above ground and concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee. Propane tanks shall be buried below ground.

3.22 **HOUSE NUMBERS** :Each dwelling shall have a street number placed at or near the street entrance to the Lot.

3.23 **FISHERY MANAGEMENT**: The Association shall establish fishery management procedures (including, but not limited to, stocking and harvesting procedures and fishing rules) as needed to protect the health and welfare of the fish habitat. In establishing fishery management procedures, the Association will endeavor to comply, where applicable, with the rules and regulations as established from time to time by Idaho Fish and Game. Owners and their guests shall be required to comply with the most current fishing rules published by the Association.

3.24 **MAINTENANCE OF DAMS, WATER CONVEYANCE SYSTEMS AND WATER QUALITY**: The Association shall have the authority to adopt rules and

regulations to ensure and maintain the safety and function of the dams that retain water in the reservoirs known as Blackhawk Lake and Blackhawk Pond; the water conveyance systems leading into and out of Blackhawk Lake and Blackhawk Pond; and the natural beauty and water quality of Blackhawk Lake and Blackhawk Pond. Water Rights granted to BLPOA prevent the pumping of water from Blackhawk Lake or Blackhawk Pond for any use other than emergency fire-fighting, therefore no Owner may use lake water for watering their landscape or for a water feature on the property. Notwithstanding the foregoing, irrigation water from the small pond for the entrance gate area is permitted.

3.25 GENERAL RESTRICTIONS APPLICABLE TO COMMON AREAS AND COMMON FACILITIES:

3.25.1 Title to the Common Areas and Common Facilities has been transferred to the Association.

3.25.2 Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Common Facilities:

(a) Members of the Association (Owners), their immediate families, guests and the tenants of such members.

(b) Such other persons or entities as the Association shall from time to time grant the right of use.

3.25.3 The use of Common Areas and Common Facilities shall at all times be subject to the rules, regulations and user charges, if any, prescribed by the Association from time to time.

3.25.4 The use of said Common Areas and Common Facilities shall be subject to such easements and reservations of rights hereinafter described and made of record.

3.25.5 Only the Association shall be permitted to engage in construction, excavation or other work which in any way alters any Common Area or Common Facility. Construction, excavation or other work shall only be made in strict compliance with provisions of Section 3.26.

3.25.6 Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.

3.25.7 There shall be no use of a Common Area or Common Facility which injures, erodes, or scars the same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association and in any event, there shall be no use of a Common Area or Common Facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.

3.25.8 There shall be no camping in any Common Area.

3.26 **COMMON AREAS**: No Improvement, excavation or work which in any way alters such Common Area shall be made or done except upon strict compliance with the following provisions of this Section:

3.26.1 With the exception of a public utility or governmental agency (by right of easement), only the Association shall have the right to construct Improvements upon, or make any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub, or other vegetation, upon, or plant any tree, shrub or other vegetation upon any Common Area.

3.26.2 If the Association, or any entity under right of easement, proposes to construct a new Improvement or alter the exterior of an existing Improvement upon a Common Area, or to make any excavation or fill upon, or to change the natural or existing drainage of surface waters, upon a Common Area, it shall not do so until a permit has been obtained from the Architectural Control Committee. The Association, or entity proposing to do such work shall submit to the Architectural Control Committee for approval plans for such work in such form and containing such information as the Architectural Control Committee may require. The Architectural Control Committee shall approve the plans so submitted if the following conditions have been satisfied:

(a) If the plans are to construct any new Improvement, including any alteration of the exterior of any existing Improvement, the Architectural Control Committee finds that such Improvement complies with these Covenants and Conditions; and

(b) That such work if under right of easement: (aa) is reasonably necessary for any utility installations serving any property within the Subdivision or any property to be annexed to the Subdivision, (bb) is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property, or (cc) is desirable to protect or preserve any property within the Subdivision; and

(c) The Architectural Control Committee finds that the proposed work shall not materially prejudice the Subdivision.

3.26.3 Without approval of the Architectural Control Committee, the Association may:

(a) Construct, reconstruct, replace or refinish any Improvement or portion thereof upon Common Areas in accordance with the plans for such Improvement as they existed upon the Common Area when it was conveyed to the Association;

(b) Replace destroyed trees or other vegetation with native plants, and, to the extent that the Association deems necessary; plant other native trees, shrubs, ground cover and other native vegetation;

(c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.

3.27 **MINING/OIL DRILLING**: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Subdivision, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Subdivision or within five hundred (500) feet below the surface of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Subdivision.

3.28 **WORK IN PROGRESS**:: The Architectural Control Committee or its representative may inspect all grading and construction work while such work is in progress and give notice or non-compliance when it believes that the provisions of this Declaration have not been complied with, and such person(s) shall not be deemed guilty of trespass by reason of such entry. If no notice of non-compliance has been sent, then the Owner shall be deemed to be in compliance upon occupancy of the dwelling and related structure and other Improvements.

3.29 **RESTRICTION ON FURTHER SUBDIVISION**: No Lot within the Subdivision shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented. The provision of this Section shall not apply to the division of any Lot between adjoining Lots.

3.30 **BOATING AND OTHER ACTIVITIES ON THE LAKE AND POND**: In order to preserve the water quality and serenity of Blackhawk Lake and Blackhawk Pond, the following restrictions will apply:

3.30.1 Use of boats, canoes and rafts upon Blackhawk Lake and Blackhawk Pond is limited to sailing, floating, touring and fishing at speeds of less than fifteen (15) miles per hour.

3.30.2 Boats, canoes and rafts may be powered by electric motors, sails or human power, but no petroleum powered motors are permitted to be used or placed within Blackhawk Lake or Blackhawk Pond.

3.30.3 No water skiing, jet skiing or motorized racing of boats, canoes or rafts is permitted on Blackhawk Lake or Blackhawk Pond.

3.30.4 <u>No activity of any kind shall be permitted on Blackhawk Lake or Blackhawk Pond at any time that they are frozen, including but not limited to snowmobiling, skiing, snowshoeing and sledding.</u>

3.30.5 Only Lots having frontage on Blackhawk Lake are permitted to have private boat docks and no more than one dock will be permitted per Lot. <u>Private boat docks shall not exceed 16 feet in length and 5 feet in width.</u> Docks and walkways to docks shall not disturb wetland and riparian habitat that surrounds Blackhawk Lake. Dock design and location must be approved by the Architectural Control Committee and conform to Federal, State, and County laws.

3.31 **INFESTED TREE REMOVAL, FOREST MANAGEMENT AND WEED CONTROL:**

3.31.1 The Board of Directors shall have the right to appoint a Forest Management Committee, to consist of three members.

3.31.2 All of the trees in the Long Valley are potentially susceptible to infestation by bugs or other pests. In an effort to prevent such infestation from spreading throughout the Subdivision, the Forest Management Committee may from time to time consult with professional foresters to inspect the trees in the Subdivision. The right of ingress/egress on the lots of the Subdivision for such periodic inspection is hereby granted to the Forest Management Committee and their authorized agents. In the event any trees are found to be diseased, infested, or otherwise constitute a hazard to the other trees in the Subdivision, a right is hereby granted to the Forest Management Committee to have such tree(s) removed upon reasonable notice to the Lot owner at the cost of the Lot owner.

3.31.3 The Association may from time to time adopt, amend and repeal rules and regulations to be known as "Forest and Grounds Management Guidelines" with the affirmative vote of the Owners of fifty-one percent (51 %) of Lots within the Subdivision who are present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter. Said rules shall set forth in more detail the standards and procedures for any Committee review, and may set enforceable guidelines with regard to forest and grounds management including but not limited to the following: removal of fresh cut timber from a Lot, removal of dead and dying trees, thinning of tree density, non-flammable fuel break around the perimeter of a dwelling, and other fire protection measures related to timber, brush and fuel breaks, as well as noxious weed control.

3.32 **EXTERNAL LIGHTING**: Exterior lighting shall be part of the architectural concept of the improvements on a Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design and shall be as approved by the Architectural Control Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. For instance, flood lights and other similar bright lights shall not be allowed; and all lighting shall be shielded and directed downward. Clear glass shall not be used on exterior light fixtures. All exterior lighting shall be in compliance with the Valley County lighting ordinance.

3.33 **HOME OFFICE**: A Lot may be used for a Home Office, so long as, in the Association's reasonable judgment, such activity would not:

(a) create additional vehicular traffic to or from such Lot;

(b) employ persons at such Lot other than those residing at such Lot;

(c) require storage of any significant materials, machinery, inventory or other items on such Lot;

(d) require processing of materials into finished products or the assembly of parts produced off site;

(e) require additional parking at such Lot, whether for customers, delivery or otherwise;

(f) be incompatible with the quiet enjoyment of the surrounding Lot by such Lots' Owners; or,

(g) otherwise violate the provisions of the C&Rs.

(h) As related to in section 3.1.1 no Lot shall be used for any retail, commercial, or business purpose, whatsoever other than a Home Office as defined here.

ARTICLE 4
ARCHITECTURAL CONTROL

4.1 **PURPOSE**: In order to preserve the natural beauty of Blackhawk Lake Estates and its setting, to maintain Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, exterior design, landscaping and use of all new development and additions, changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review.

4.2 **OBJECTIVES**: Design review shall be directed towards attaining the following objectives for the Subdivision:

4.2.1 Preventing excessive or unsightly grading, indiscriminate earthmoving or clearing of property, removal of trees and vegetation which could cause disruption of natural watercourses or scar natural landforms.

4.2.2 Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lot and with surrounding Lots and structures;

4.2.3 Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's over-all appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetation, and with development plans, zoning requirements and other restrictions officially approved by the Association or any government or public authority, if any, for the areas in which the structures are proposed to be located;

4.2.4 Ensuring that plans for the landscaping of open spaces provide visually pleasing settings for structures on such Lots and on adjoining and nearby Lots and blend harmoniously with the natural landscape;

4.2.5 Ensuring that any development, structure, building or landscaping complies with the provisions of this Declaration, including but not limited to, those provisions set forth in Article 3, and all applicable provisions of the other Association Documents; and,

4.2.6 Ensuring that building design and construction techniques respond to energy consumption and environmental quality considerations such as heat loss, air emissions, and run-off water quality.

4.3 ARCHITECTURAL CONTROL COMMITTEE:

4.3.1 The Association has established an Architectural Control Committee ("ACC") which shall consist of three members appointed by the Board. The members need not be Owners or Lessees of Lots. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association or such other annual time period as the Board may determine. Any such member may be removed with or without cause by the Board at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.

4.3.2 The ACC shall operate in accordance with its own rules of procedure. Said rules shall be filed with the Association and maintained in the records of the Association and shall be available to members of the Association.

4.3.3 The ACC is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, engineers, building contractors, consultants, inspectors and such other staff or consultants who shall be reasonably necessary to advise and assist the ACC in performing the design review functions prescribed in this Article 4. Such consultants may be retained to advise the ACC on a single project, on a number of projects, or on a continuing basis.

4.4 ACC APPROVAL AND CONTROL:

4.4.1 Neither the Association nor any Owner, lessee or any agent or contractor of the foregoing, shall perform any of the following without prior approval by the ACC of the plans and specifications for the project and the construction procedures to be used to insure compliance with Article 3: grading, clearing, or other ground disturbance; landscaping; construction of a building, fence, deck, patio, or other structure; erection of a sign; installation of exterior lighting; cutting, grubbing or removal of trees or vegetation; modification, change or alteration of the exterior of any existing structure, including staining or painting if a color materially different from the existing color; paving; the construction or exterior alteration of any improvements to any Lot or other property or building or structure thereon; or the change of the use of any Lot or other property or building or structure thereon. Alterations or remodeling which are completely within a building or structure and which do not change the exterior appearance and are not visible from the outside of the structure may be undertaken without ACC approval, provided such alterations or remodeling do not change the use of, or the number of dwelling units located on the Lot, or amount of commercial space in, the building or structure. All actions taken by the ACC shall be in accordance with Design Guidelines established by the ACC which shall be published as set forth in Section 4.5 and shall be in accordance with the purposes and intents of the Association Documents. Such Design Guidelines may be amended from time to time pursuant to Section 4.5 below. In the case of

any challenge to a decision of the ACC, the decision shall be upheld unless the Board finds by clear and convincing evidence the decision to be: (i) in express violation of the Association Documents; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive. The ACC or its designated representative may inspect any approved project to the extent required to ensure that the construction or work on such project complies with any and all approved plans and construction procedures as well as any conditions of approval proposed by the ACC. The ACC or its designated representatives may enter upon any Property at any reasonable time or times to inspect the progress, work status, or completion of any project. In addition to any other remedies described herein, the ACC may withdraw approval of any project thereby stopping all activity at such project, as provided in the Design Guidelines.

4.4.2 Any material to be submitted or notice to be given to the ACC shall be submitted to the Board at its address, unless the ACC gives notice of a separate address to the members of the Association.

4.5 **DESIGN GUIDELINES**: The Association shall promulgate and publish rules and regulations that shall state the general design theme of all projects in the Subdivision, specific design requirements, and the general construction procedures that will or will not be allowed in the Subdivision. The Association shall also promulgate and publish rules and regulations that shall set forth the procedures to be followed and material which must be provided by any member of the Association or such member's authorized agents in order to obtain review of proposed construction by the ACC. The Design Guidelines may contain general provisions applicable to all of the Subdivision, as well as specific provisions which vary from one portion of the Subdivision to another depending upon the location, unique characteristics, and intended use.

4.6 **AMENDMENT OF DESIGN GUIDELINES:** The Design Guidelines may be amended as follows: the ACC may propose amendments to the Board, or the Board may adopt amendments of their own volition.

Any amendments to the Design Guidelines shall apply to construction and modification of structures and improvements commenced after the date of such amendment only and shall not apply to require modifications to or removal of Structures previously approved once the approved construction or modification has commenced; provided, the construction or modification has proceeded in accordance with the plans and specification therefore, as approved.

The ACC shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Subdivision, and all such Persons shall conduct their activities in accordance with such Design Guidelines. The burden shall be on the owner and the builder to ensure that they have the most current Design Guidelines.

4.7 **REVIEW FEE**: The ACC may set a review fee schedule sufficient to cover all or part of the cost of ACC time, consultant's fees, and incidental expenses.

Applicants for design review may be required to deposit with the ACC a fee which the ACC deems sufficient to cover the costs of design review from which the actual costs shall be deducted when determined and the balance returned to the applicant following completion of the design review procedure.

4.8 **ENFORCEMENT OF PROVISIONS**: The Board shall be responsible for the enforcement of the restrictions set forth in Article 3 of this Declaration and the Design Guidelines; and, in the event that the ACC is unable through the process and procedures provided in the Design Guidelines to secure compliance, then the ACC shall refer the matter to the Board. This provision shall not limit the right of the Association to act under other provisions of the Covenants and Conditions. Subsequent to the completion of construction or action subject to review under Section 4.4, the Association shall have primary responsibility to enforce such restrictions.

4.9 **LAPSE OF ACC APPROVAL**: Approval of the design of a project shall lapse and become void eighteen months following the date of final approval of the project, unless prior to the expiration of one year, a building permit is issued, and construction is commenced and diligently pursued toward completion. An Owner may request an extension prior to expiration of the eighteen-month period by filing a written request therefore with the ACC, which request shall be reasonably granted; however, the ACC may grant such an extension subject to reasonable restrictions or conditions.

4.10 **LIABILITY**: Neither the Association nor the ACC nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article 4 nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article 4 shall not relieve the Owner or Lessee of strict compliance with applicable governmental laws or regulations.

4.11 **EXTERIOR MAINTENANCE**: The Board may, by vote of a majority of the members present at any meeting, after 30 days notice to the Owner and, if applicable, the Lessee of the Lot, request that the Association provide exterior maintenance and repair upon any Lot, as follows:

(a) If any Owner fails to maintain his Lot or improvements on such Lot or fails to perform any acts of maintenance or repair required under these Covenants and Conditions or the Design Guidelines, the Association may provide exterior maintenance and repair upon such Lot and improvements thereon, after 30 days prior written notice to the Owners and, if applicable, the Lessees of the Lot. In addition, the Association may, without notice, make such emergency repairs and maintenance as may in its judgment be necessary for the safety of any person or to prevent damage to any other property. The cost of such exterior maintenance and repair shall be assessed against the Owner of such Lot; shall be a lien and obligation of the Owner pursuant to Section 5.7 and Section 5.8 herein; shall be a joint and several liability of the Owners of the Lot. For the purpose of performing the exterior maintenance authorized by this Section, the Association,

through its duly authorized agents or employees, shall have the right, after reasonable notice to any Owner, to enter upon such Lot during reasonable hours on any day except Saturday or Sunday. The Association or its designee is hereby granted an irrevocable license over all property in the Subdivision to inspect (in a reasonable manner) property within the Subdivision in order to determine whether any maintenance or repair is necessary under this Section.

(b) Neither the Association, nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any Lot or improvements or portion thereof or to repair or maintain the same. The Association or any other person, firm or corporation undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any Lot, improvements or portion thereof.

ARTICLE 5
PROPERTY OWNER'S ASSOCIATION

5.1 **ORGANIZATION**:

5.1.1 A non-profit homeowners' corporation called the "Blackhawk Lake Property Owner's Association" has been created and is generally referred to herein as the "Association". The Association shall exercise the powers and authority granted by these Covenants and Conditions (according to the Association's Bylaws and Articles of Incorporation).

5.1.2 The Association is with the duties and empowered with the rights set forth herein and in its By-Laws. Its affairs shall be governed by its Articles and By-Laws and by these Covenants and Conditions.

5.1.3 In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties, and obligations of the Association.

5.2 **MEMBERSHIP**:

5.2.1 Each Owner of a Lot shall be members of the Association.

5.2.2 If more than one person owns the Lot giving rise to the appurtenant membership, all of said persons shall be deemed one membership and the membership shall be in the name of one designated individual. With respect to each Lot, the Board of Directors (the "Board") shall at all times have the power to limit the number of persons (other than immediate family of the designated member) who shall have the right to use the Common Areas and Common Facilities under any one membership.

5.2.3 The rights, duties, privileges and obligations of a member shall be in accordance with these Covenants and Conditions, the Articles and By-Laws.

5.2.4 In the event of the dissolution of the Association, upon the formation of an

unincorporated association, each member of the Association shall be a member of the unincorporated association and shall have an underlying beneficial interest in all of the property transferred to or for the benefit of said unincorporated association; provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition.

5.3 **PURPOSE**:: The purpose of the Association shall be the maintenance of roads, traffic control, planting areas within roadways, security, fishing habitat, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all lot Owners.

5.4 **VOTING RIGHTS**: One vote for each Lot owned. Owners shall have no right to cumulate their votes. The right to vote may not be severed from the property to which it relates and any sale, transfer or conveyance of fee title of the property to a new Owner, shall operate to transfer the appurtenant vote or votes to the grantee.

5.5 **DUTIES OF THE ASSOCIATION**:

5.5.1 The Association shall accept as members all persons described in Section 5.2 above.

5.5.2 Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all property vested in it to an independent corporate trustee to hold same in trust for the unincorporated association to be formed for the benefit of the Members.

5.5.3 The Association shall maintain and operate any Common Areas and Common Facilities which it owns for the benefit of those entitled to use such facilities pursuant to these Covenants and Conditions.

5.5.4 The Association shall, at the expense of the Owner, provide for the maintenance of any Lot or Improvement thereon which is not maintained by the Owner in accordance with the requirements of these Covenants and Conditions.

5.5.5 The Association shall pay all taxes and assessments levied upon any association property.

5.5.6 The Association shall contract for or otherwise provide such services as required by majority vote of the membership.

5.5.7 At a minimum, the Association shall obtain and maintain in force the following policies of insurances:

(a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association.

(b) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

(c) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars ($1,500.00) and a limit of not less than Five Hundred Thousand Dollars ($500,000.00) per accident.

The above policies of liability insurance shall cover as insureds the Association, the Board, the Architectural Control Committee, the Owners of all Lots in the Subdivision, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against any Owner.

5.5.8 The Association shall accept and act upon applications submitted to if; for the development of additional Common Facilities.

5.5.9 The Association shall from time to time make, establish, promulgate, amend and repeal Association rules and establish user charges for Common Facilities.

5.5.10 The Board shall appoint and remove members of the Architectural Control Committee pursuant to Section 4.3.1.

5.5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges. It is specifically noted, however, that all assessments shall be uniform as to each Lot. The cost of maintenance, repair and snow removal of Private Roads and the cost of maintenance and repair of all Common Areas and Common Facilities in the Subdivision shall be divided equally between the Building Sites so that each Lot is assessed an equal prorated portion of the total assessment for the Subdivision.

5.5.12 The Association shall take such actions, whether or not expressly authorized by these Covenants and Conditions, as may reasonably be necessary to implement and enforce these Covenants and Conditions, the Association rules and the Architectural Control Committee rules.

5.6 **POWERS AND AUTHORITY OF THE ASSOCIATION**: The Association shall have all of the powers set forth in its Articles of Incorporation, including the power to levy and collect assessments from all members hereinafter provided, together with its general powers as a non-profit corporation (subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in these Covenants and Conditions) to do all lawful things which may be required to be done by the Association under these Covenants and Conditions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the

peace, health, comfort, safety and/or general welfare of the members of the Association. Without in any way limiting the generality of the foregoing:

5.6.1 The Association shall have the power and authority at any time without liability to any Owner, to enter upon any Lot for the purpose of enforcing these Covenants and Conditions, or for the purpose of maintaining any such Lot, and any Improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such Lot or any structure thereon as required under these Covenants and Conditions, and for the purpose of removing therefrom any improvement constructed or maintained on any Lot contrary to the provisions of these Covenants and Conditions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Conditions.

5.6.2 The Association, in fulfilling any of its duties, under these Covenants and conditions, shall have the power and authority to:

(a) Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all property which it owns from time to time, or leases from time to time when said lease provides that the Association shall be obligated to so maintain, restore and repair such leased property

(b) Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, the members of the Architectural Control Committee, or the members of the Association, including, but without limitation, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds;

(c) Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required;

(d) Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Association deems necessary;

(e) Contract and pay for, or otherwise provide for, fire, police, and such other protection services as the Association shall from time to time deem necessary for the benefit of the Subdivision, any property located within the Subdivision, and Owners;

(f) Contract and pay for or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary; and

(g) Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment of any of its duties.

(h) Employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Idaho and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these Covenants and Conditions.

(i) Contract for the operational management of any or all of the Common Facilities as it shall from time to time see fit.

(j) Pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.

(k) Subject to the provisions of these Covenants and Conditions adopt, amend and repeal rules and regulations to be known as "Associated Rules" governing, among other things:

(aa) The use of the Common Areas and Common Facilities, including the Private Roads;

(bb) The use of Association property;

(cc) The collection and disposal of refuse;

(dd) The burning of open fires;

(ee) The keeping and maintenance of animals within the Subdivision; and

(ff) Other activities in the Subdivision which would adversely affect the peace and enjoyment of residents in the Subdivision.

(l) Grant concessions and/or leases and approve subleases, with respect to any of the Common Facilities;

(m) Establish and collect reasonable user charges for any Common Area or Common Facility which it owns.

5.7 **ASSESSMENTS**:

5.7.1 Obligation for Assessments and Other Amounts. Each Owner, by acceptance of a deed for his or her Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be conclusively deemed to have covenanted and agreed to pay to the Association Assessments and charges, fines, penalties or other amounts, to be levied, fixed, established and collected as set forth in these Covenants and Conditions and the Articles, Bylaws and rules and regulations of the Association as from time to time are in force and effect.

5.7.2 Purpose of Assessments and Other Amounts. The assessments levied and any charge, fine, penalty or other amount collected by the Association shall be used exclusively to pay expenses that the Association may incur in performing any actions or functions permitted or required under these Covenants and Conditions, or its Articles or Bylaws as from time to time are in force and effect, including the funding of Reserve and Contingency Accounts.

5.8 **LIEN FOR ASSESSMENTS:**

5.8.1 If any lot Owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the Lot as set forth in the deed of conveyance to the Owner, and upon the recording of notice thereof by the Association in the office of the Valley County Recorder, such lien shall be constituted upon such Owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such lot Owner prior to preexisting recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

5.8.2 The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this Section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a Lot may pay any common expenses payable with respect to such Lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

5.8.3 The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgagee of real property. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The Owners shall also be required to pay the Association all assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association shall have the power to bid in the interest so foreclosed at

foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary to expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting Owner's portion of the premium.

5.8.4 The Association and its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

5.9 **CERTIFICATE OF ASSESSMENTS**: Upon payment of a reasonable fee, as established by the Association and upon the written request of any Owner, mortgagee, prospective grantee or prospective mortgagee, of a Lot, the Association — by its financial officer, shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject Lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments or common expenses which became due prior to the date of making such request. No failure of the Association to comply with a request for a Certificate shall relieve the Owner from personal liability for, or the subject Lot from the lien for, any unpaid assessments or common expenses.

ARTICLE 6
DISPUTE RESOLUTION

6.1 **AGREEMENT TO ENCOURAGE RESOLUTION OF DISPUTES WITHOUT LITIGATION**:

6.1.1 The Association and its officers, directors, all Members, and any Person not otherwise subject to these Covenants and Conditions who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Subdivision without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection 6.1.2 unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 6.2 in a good faith effort to resolve such Claim.

6.1.2 As used in this Article, the term "Claim" shall refer to any claim, tort claim, grievance or dispute arising out of or relating to:

(i) the interpretation, application or enforcement of the Association Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Association Documents; or,

(iii) the decisions of the Architectural Control Committee.

6.1.3 The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 6.2:

(i) any suit by the Association to collect Assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of any of the Association Documents;

(iii) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;

(iv) any suit in which any indispensable party is not a Bound Party;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 6.2.1, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article; and,

(vi) any suit by the Association to enjoin a continuing violation of or to enforce the provisions of any Association Document.

6.2 **DISPUTE RESOLUTION PROCEDURES**:

6.2.1 **NOTICE:** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the person involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and,

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

6.2.2 **NEGOTIATION**: The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied

by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

6.2.3 **MEDIATION**: If the parties have not resolved the Claim through negotiation within 30 days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant shall have 45 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to a mutually acceptable individual providing dispute resolution services in Idaho.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all fees charged by the mediator.

6.2.4 **SETTLEMENT**: Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, the any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set for this in this Section. In such event the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover for the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE 7
MISCELLANEOUS

7.1 **A VIOLATION OF COVENANTS**: Whenever there shall have been built on any Lot, a structure which is in violation of these Covenants and Conditions, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the Owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents, and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the Lot upon the recording by the Association of a sworn statement with respect thereto in the Valley County real property records. In addition, if any person shall

violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning the real property in the Subdivision or for the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

7.2 **TERM**: The Covenants and every provision hereof shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be automatically renewed for successive ten (10) year periods unless and until terminated as provided in Article 7, Section 7.3 hereof.

7.3 **AMENDMENT / TERMINATION BY THE OWNERS**: These Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the affirmative vote of the Owners of sixty-five percent (65 %) of Lots within the Subdivision who are present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by the Board in the office of the Recorder of Valley County, Idaho.

7.4 **AMENDMENT BY THE BOARD**: The Board may amend Article 1 to include additional land within the property covered by these Covenants and Conditions pursuant to the Settlement Agreement between the Prior Declarants and the Association dated February 9, 2007.

7.5 **VALLEY COUNTY REGULATIONS**: To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive in their allowable land utilization than these Covenants and Conditions, they shall supersede these Covenants and Conditions and govern at all times.

7.6 **NO WAIVER**: All of the conditions, covenants, restrictions and reservations contained in these Covenants and Conditions shall be construed together, but if it shall at any time be held that any one of said Covenants and Conditions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof, shall be thereby affected or impaired.

7.7 **OWNER'S LIABILITY SUBSEQUENT TO SALE**: Upon the sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to these Covenants and Conditions. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site.

7.8 **PERSONAL LIABILITY**: No member of the board or any committee of the Association or any officer of the Association, or the manager, if any, or member

of the Architectural Control Committee, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity in the administration or performance of duties imposed by this Declaration of Covenants, Conditions and Restrictions (or any Amendment thereof) provided that such person or entity has, upon the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

7.9 **BENEFITS AND BURDENS**: The terms and provisions contained in this Declaration of Covenants, Conditions and Restrictions shall bind and inure to the benefit of the Owners and Occupants of all Lots located within the Subdivision, and their respective heirs, successors, personal representatives and assigns.

7.10 **NOTICE**: Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (1) to the address of the if improved; (2) if the Lot is not improved to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner.

7.11 **CONTEXT OF TERMS**: Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

7.12 **MORTGAGE**: The term "mortgage" as used herein shall include deeds of trust and trust deeds.

These 2018 Amended and Restated Covenants and Conditions were approved at a meeting of the Members of the Blackhawk Lake Property Owner's Association held June 30, 2018. There are a total of 61 Members in the Subdivision, with 30% (19 Members) required for a quorum. 23 Members were present, therefore a quorum was present. 23 Members voted, with 21 Members voting to approve, and 2 voting to deny approval, resulting in the affirmative vote of the Owners of 91% of Lots within the Subdivision who were present at a meeting at which a quorum was established, in person or by proxy and entitled to vote on such matter.

[Signature Page To Follow]

IN WITNESS WHEREOF, these 2018 Amended and Restated Covenants and Conditions are hereby amended as aforesaid.

BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION, INC.

Affirmed by:

By: _____
ALLAN SCOZZAFAVE, President

By: _____
SUSAN DURST, Secretary

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 22nd day of August, 2018, before me, a Notary Public in and for said State, personally appeared **ALLAN SCOZZAFAVE,** known or identified to me to be the **President** of **Blackhawk Lake Property Owner's Association, Inc.** that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

COURTNEY NIMMO NOTARY PUBLIC STATE OF IDAHO

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12.29.23

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 31st day of August, 2018, before me, a Notary Public in and for said State, personally appeared **SUSAN DURST,** known or identified to me to be the **Secretary** of **Blackhawk Lake Property Owner's Association, Inc.** that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

HEATHER POTTS NOTARY PUBLIC STATE OF IDAHO

_____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 4/23/2021

Instrument # 348196
VALLEY COUNTY, CASCADE, IDAHO
12-23-2009 02:18:03 No. of Pages: 2
Recorded for : SKIFTUN LAND SURVEYING, INC
ARCHIE N. BANBURY Fee: 6.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

FIRST AMENDMENT TO 2008 AMENDED AND RESTATED BLACKHAWK LAKE ESTATES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This FIRST AMENDMENT to 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions ("First Amendment") is made this 23 day of DECEMBER, 2009, by the Blackhawk Lake Property Owner's Association, Inc., an Idaho nonprofit corporation. This First Amendment amends the 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions recorded with the Valley County, Idaho Recorder on January 16, 2009 as Instrument No. 338125 ("2008 CC&Rs").

The purpose of this First Amendment is to include additional land within the property covered by the 2008 CC&Rs. Section 7.4 of the 2008 CC&Rs provides that the "Board may amend Article 1 to include additional land within the property covered by these Covenants and Conditions pursuant to the Settlement Agreement between the Prior Declarants and the Association dated February 9, 2007."

That certain real property which is the subject of the Blackhawk Lake Estates Common Area Addition Final Plat recorded with the Valley County, Idaho Recorder as Instrument No. 348194, is classified as Common Area in the aforementioned Plat. Said property was transferred to the Association pursuant to the aforementioned Settlement Agreement, and is now being included in the property covered by the 2008 CC&Rs.

The 2008 CC&Rs are hereby amended as follows:

1. The following shall be inserted at the end of the legal description of the real property described at Article 1 of the 2008 CC&Rs, to be included as additional real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth in the 2008 CC&Rs:

> And, that certain real property which is the subject of the Blackhawk Lake Estates Common Area Addition Final Plat recorded with the Valley County, Idaho Recorder as Instrument No. 348194, which real property is currently owned by the Association and shall be considered Common Area.

2. Except as modified herein, the terms and conditions set forth in the 2008 CC&Rs shall remain in full force and effect.

The aforesaid First Amendment was approved by the Board of Directors of Blackhawk Lake Property Owner's Association, Inc., by vote taken on AUGUST 29, 2009.

IN WITNESS WHEREOF, the 2008 CC&Rs are hereby amended as aforesaid.

BLACKHAWK LAKE PROPERTY OWNERS ASSOCIATION, INC.

By: _____
John Corbett, **President**

STATE OF Florida,)
) ss.
County of Brevard.)

On this 9th day of December, 2009, before me, ~~John Corbett~~ Juliel Stifflemire, a Notary Public in and for said State, personally appeared John Corbett, known or identified to me to be the President of **Blackhawk Lake Property Owner's Association, Inc.** that executed the aforesaid document, and acknowledged to me that the said corporation did execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
NOTARY PUBLIC FOR: Florida (State)
My Commission Expires: September 23, 2010

Notary Public State of Florida
Julie L Stifflemire
My Commission DD583848
Expires 09/23/2010

Instrument # 437955
VALLEY COUNTY, CASCADE, IDAHO
3-1-2021 02:24:22 PM No. of Pages: 41
Recorded for : TOMMY AHLQUIST
DOUGLAS A. MILLER Fee: 130.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

Recording Requested By and
When Recorded Return to:
AB Phase 5, Inc.
C/O Clark Wardle LLP
ATTN: Geoff Wardle
251 E. Front Street, Suite 310
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EAST VIEW SUBDIVISION

(Lots 1 through 11 and 16, of Blackhawk Lake Estates Subdivision – Phase 5)

EAST VIEW SUBDIVISION IS COMPRISED OF ONLY LOTS 1 THROUGH 11 AND 16, OF BLACKHAWK LAKE ESTATES SUBDIVISION – PHASE 5, THE PRIVATE ROADS ADJACENT THERETO, AND CERTAIN COMMON AREAS APPURTENANT THERETO. EAST VIEW SUBDIVISION IS NOT PART OF, NOR IS IT SUBJECT TO, THE DECLARATION AND COVENANTS OF BLACKHAWK LAKE SUBDIVISION. CERTAIN OTHER LOTS CREATED BY AND DEPICTED ON THE BLACKHAWK LAKE ESTATES SUBDIVISION – PHASE 5 HAVE BEEN ANNEXED INTO AND MADE SUBJECT TO THE DECLARATION AND COVENANTS OF BLACKHAWK LAKE SUBDIVISION. ADDITIONALLY, CERTAIN INDEPENDENT AGREEMENTS HAVE BEEN ENTERED INTO ON BEHALF OF THE EAST VIEW HOMEOWNERS' ASSOCIATION, INC., AND THE BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC., FOR THE JOINT MAINTENANCE OF CERTAIN FACILITIES. THE LOTS SUBJECT TO THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAST VIEW SUBDIVISION DO NOT HAVE RIGHTS TO UTILIZE THE COMMON AREAS PROVIDED FOR IN THE DECLARATION OF COVENANTS FOR BLACKHAWK LAKE SUBDIVISION. IT IS THE INTENTION OF THE DECLARANT, AS DEFINED BELOW, THAT EXCEPT AS SET FORTH IN THOSE INDEPENDENT AGREEMENTS EXECUTED BETWEEN THE EAST VIEW HOMEOWNERS' ASSOCIATION, INC., AND THE BLACKHAWK LAKE PROPERTY OWNER'S ASSOCIATION, INC., FOR THE JOINT MAINTENANCE OF CERTAIN FACILITIES, THAT EAST VIEW SUBDIVISION IS INDEPENDENT OF AND DOES NOT FUNCTION AS A PART OF THE EXISTING BLACKHAWK LAKE SUBDIVISION. THE NAME "BLACKHAWK LAKE ESTATES SUBDIVISION – PHASE 5" IS UTILIZED SOLELY FOR PURPOSES OF IDENTIFYING THIS PLAT AS BEING ASSOCIATED WITH BLACKHAWK LAKE ESTATES FOR PLATTING PURPOSES AND NOT FOR OPERATIONAL, MARKETING, OR GOVERNANCE PURPOSES. DECLARANT RESERVES THE ABSOLUTE RIGHT TO RENAME EAST VIEW SUBDIVISION AND TO OPERATE, MARKET, AND GOVERN IT UNDER ANY NAME DECLARANT DETERMINES APPROPRIATE.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAST VIEW SUBDIVISION ("**Declaration**") is made on the date hereinafter set forth by AB Phase 5, Inc., an Idaho corporation, hereinafter referred to as "**Declarant**" and the owner of the underlying property AB West Mountain Holdings, LLC, an Idaho limited liability company who consents hereto.

RECITALS

A. Declarant is the developer of certain real property in Valley County, State of Idaho, hereinafter referred to as the "**Property**", more particularly described in **Exhibit A**, attached hereto, and known as the "East View Subdivision" ("**Subdivision**"). Declarant is the contract purchaser of the Property from AB West Mountain Holdings, LLC, the owner of the Property, evidencing its consent to this Declaration by executing it below.

B. East View Subdivision is a residential development, which Declarant is currently developing. The Property may contain parcels for common use and enjoyment, private streets (as depicted and defined on the plat for the Subdivision), private access drives, and other amenities and facilities. Any development plans for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the Property is to be developed or improved.

C. The purpose of this Declaration is to set forth basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "**Restrictions**") that will apply to the entire Subdivision and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness and to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the same.

D. Declarant desires to subject the above-described Property to certain Restrictions, as hereinafter specified, for the benefit of the Property and its present and subsequent Owners, and will convey the Property subject thereto.

NOW, THEREFORE, Declarant hereby declares that all of the above-described Property described shall be held, sold, and conveyed upon and subject to the easements, servitudes, conditions, covenants, restrictions, and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of, and which shall run with, the Property and be binding on all parties now or hereafter having any right, title, or interest therein or to any part hereof, and shall inure to the benefit of each Owner thereof. Notwithstanding the foregoing, no provision of this Declaration shall be construed to prevent or limit Declarant's right to complete development of the Property and to construct Improvements thereon, nor Declarant's right to post signs incidental to construction, sales, or leasing.

ARTICLE IL
DEFINITIONS

The following terms shall have the following meanings:

1.1 "**Architectural Control Committee**" is defined in Article X.

1.2 "**Articles**" shall mean the Articles of Incorporation of the Association.

1.3 "**Assessments**" shall mean and refer to any amount levied against any Lot by the Association, including Regular, Special, or Limited Assessments as provided in this Declaration.

1.4 "**Association**" shall mean and refer to the East View Homeowners' Association, Inc.

1.5 "**Board**" shall mean and refer to the duly elected and qualified board of directors of the Association.

1.6 "**Bylaws**" shall mean the corporate bylaws of the Association.

1.7 "**Common Area**" shall mean all real property and Improvements thereon (including the Private Roads, common Lots, and other common facilities or easements) owned or managed by the Association for the common use and enjoyment of the Owners (together with any assessment obligations associated with the maintenance and operation of the off-site River Trail System and related facilities that are the subject of certain other agreements), that may be assessed to the Lots within the Property for maintenance by others.

1.8 "**Declarant**" shall mean and refer to AB Phase 5, Inc., an Idaho corporation, its successors and assigns, subject to the provisions of Section 16.6 below, its assigns.

1.9 "**Declaration**" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions or amendment hereafter applicable to the Property, or any portion thereof, recorded in the office of the County Recorder of Valley County, State of Idaho.

1.10 "**Dwelling**" shall mean that portion or part of any structure intended to be occupied by one family as a residence, together with the attached vehicular parking garage and all projections therefrom.

1.11 "**First Mortgagee**" shall mean any Mortgagee possessing a lien on any Dwelling first and prior to any other Mortgage.

1.12 "**Improvements**" shall mean any structure constructed on any Lot or any improvement to a Lot, including, but not limited to, Dwellings, buildings, driveways, landscaping, fences, screens, patio covers, window awnings, poles, signs, or lighting permitted hereunder. Improvements shall not include modifications to the interior of a building or other enclosed structure that are not readily visible from outside such building or other enclosed structure.

1.13 "**Institutional Holder**" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

1.14 "**Lot**" or "**Lots**" shall mean and refer to any lot or parcel shown upon any recorded Plat or any approved and recorded record of survey creating legal parcels adjacent to the Property.

1.15 "**Member**" shall mean and refer to each person or persons holding a membership interest in the Association.

1.16 "**Mortgage**" shall mean any mortgage, deed of trust, or other security instrument by which a Dwelling or any part thereof is encumbered.

1.17 "**Mortgagee**" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary, or creditor under any Mortgage.

1.18 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 "**Outbuildings**" shall mean those structures in addition to a Dwelling that are permitted and approved as set forth herein.

1.20 "**Plat**" shall mean that certain plat of Blackhawk Lake Estates Subdivision - Phase 5 recorded in the official records of Valley County, Idaho contemporaneously herewith, as the same may be amended by duly recorded amendments thereof.

1.21 "**Private Roads**" shall mean all ingress and egress roadways within the Subdivision, including those portions of Bella View Drive, Chloe Court, and Blackhawk Lake Drive depicted on the Plat. Private Roads will not be provided County or State services (e.g., snow removal, maintenance, repair, and replacement), and thus all necessary services related to the Private Roads must be provided by the Association. Common Area Private Roads have been deeded to the Association. Provided, however, that the portion of Blackhawk Lake Drive located north of the Gate Access as depicted upon the Plat, may be conveyed to the Blackhawk Lake Property Owner's Association.

1.22 "**Property**" shall mean and refer to that certain real property described in Exhibit A, attached hereto.

ARTICLE II
RESERVATION OF RIGHTS; ACKNOWLEDGEMENT OF RIGHTS

2.1 Reservations by Declarant. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that Declarant has expressly conveyed, reserved, created, and granted the following rights, interests, easements, and servitudes for itself and, as it determines appropriate, for the Association:

2.1.1 A permanent easement for the purpose of permitting the Declarant or the Association, their contractors and agents, to enter onto those portions of Lots contiguous to any Common Area to operate, maintain, repair, replace and restore Improvements within the Common Area as shown on the recorded Plat for the Subdivision.

2.1.2 A permanent easement for the purpose of permitting the Declarant or the Association, their contractors and agents, to enter onto those portions of Lots contiguous to any Common Area or on any privately owned Lot, for purposes of maintaining any Common Area, to operate, maintain, repair, replace and restore landscaping, any facility required for a Common Area, and other Improvements within the Common Area. The scope of such easement shall be as depicted upon any Plat and in no event shall be less than (a) ten feet (10') in width along any boundary of a Lot adjacent to a Common Area.

2.1.3 Declarant reserves, creates, and grants all easements depicted and created on any recorded Plat for any portion of the Property, hereinafter depicted. The purpose of this reservation and grant is to ensure the creation of all such depicted easements for the purpose otherwise indicated on a Plat for any portion of the Property.

2.1.4 Declarant reserves the absolute right to grant and convey the right to the use and enjoyment of the Common Area to individuals and entities that are not Owners of a Lot upon such conditions as Declarant deems appropriate in its sole and absolute discretion. Declarant agrees to document such grants in writing and to provide notice of such to the Association. The Association shall not interfere with or seek to limit such use and enjoyment of the Common Area granted by the Declaration.

2.2 Enjoyment of Common Area. Each Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

2.2.1 The right of the Association to charge reasonable maintenance and other fees for the use of, as well as the maintenance and operation of, any Improvements, landscaping or recreational facility situated upon the Common Area.

2.2.2 The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against its Lot remains unpaid.

2.2.3 The right of the Association to suspend an Owner's voting rights and right to use the recreational facilities for any period not to exceed sixty (60) days for any infraction of its published rules and regulations.

2.2.4 The right of the Association to limit the number of Members permitted to use the Common Area.

2.2.5 The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid

thereof, to place a mortgage or trust deed thereon upon all or a portion of the Common Area that it owns, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding the Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to its Lot.

2.2.6 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly held for this purpose.

2.2.7 The right of the Board of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the Members without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said Property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said Property during certain times and reasonable regulations and restrictions regarding vehicle parking.

2.2.8 It is the intent of Declarant and the consenting party that Owners of the Lots included within the Property shall have all of the duties, rights, and obligations of owners of lots located within Blackhawk Lake Estates Subdivision, in the use and enjoyment of the River Trail System that exists over property owned by the consenting party hereto, which shall also include payments of assessments related to the maintenance thereof.

2.3 Delegation of Use: Any Member may delegate, in accordance with the rules and regulations adopted from time to time by the Board of the Association, its right of enjoyment to the Common Area and facilities to the members of its family, its tenants, or contract purchasers, if such family members, tenants, or contract purchasers reside on the Property at the time of use.

ARTICLE Iii
ASSOCIATION

3.1 Membership. Every Owner, including Declarant, of a Lot that is subject to assessment shall be a "**Member**" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Lot shall terminate or be transferred.

3.2 Voting Rights. The Association shall have two (2) classes of voting membership:

3.2.1 Class A: Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be the Member entitled to exercise the rights. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot, and fractional voting shall not be allowed. The vote of a Member whose Lot is being sold under contract of purchase shall be exercised by the contract buyer, unless the contract expressly provides otherwise.

3.2.2 Class B: Class B Member(s) shall be the Declarant and any successor(s) in title to any Lot(s) to whom Declarant has assigned in a recorded instrument all of its rights as Declarant hereunder, and shall be entitled to ten (10) votes for each Lot owned. The Owner of any Lot or any number of Lots shall not be a Class B Member absent such written assignment by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

3.2.2.1 When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

3.2.2.2 Upon the Change of Control Date as defined in Section 16.7, terminating and converting all of the Class B membership to Class A membership.

3.2.3 Quorum of Members at Meeting of Members. The presence at any meeting requiring action by the Members of the Association, of twenty percent (20%) of the Members, in person or by proxy, of those represented by their presence or proxy at a duly noticed meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, such subsequent meeting not to be held more than sixty (60) days following the preceding meeting. The departure of, or refusal to participate, or recusal of any Member shall not cause a quorum to be lost once a quorum exists at any meeting. For purposes of establishing a quorum, no proxy may be revoked once a quorum is established.

3.3 Powers of Association. The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Idaho, subject only to such limitations as are expressly set forth in the Articles, the Bylaws, or this Declaration. The Association shall be directed by directors and officers chosen in accordance with the Articles, Bylaws, or this Declaration. It shall have the power to do any and all lawful things that may be authorized, required, or permitted to be done under the Articles, Bylaws, or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Association and other responsibilities set forth in this Declaration, including, but not limited to, the following:

3.3.1 Assessments. The power to determine the amount of, and to levy, Regular, Special, and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.

3.3.2 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(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, or this Declaration and to enforce, by mandatory injunction or otherwise, all provisions thereof.

3.3.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable.

3.3.4 Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager, or any other representative or employee of the Association, or the Architectural Control Committee, provided that said Board Member, officer, manager, or other person has, upon the basis of such information as was available, acted in good faith and without willful or intentional misconduct.

3.3.5 Association Rules. The Association has the power to adopt, amend, and repeal such rules and regulations as the Association deems necessary. Such rules shall govern the use by Owners, their tenants, guests, and any other person, of Common Area and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, the Bylaws, or this Declaration. A copy of 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 mailings, said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between the Association rule and any provision of the Articles, the Bylaws, or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

3.3.6 Emergency Powers. The Association, or any person authorized by the Association, may enter onto any Lot, Improvement, or other structure on a Lot 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 it is responsible. Such entry shall be made with as little inconvenience to the occupants as practicable and any damage caused thereby shall be repaired by the Association, unless said entry was necessitated by a condition caused by the Owner or occupant.

3.3.7 Licenses, Easements, and Rights of Way. The power to grant and convey to any third party such licenses, easements, rights-of-way, or fee title in, on, over, through, under, or of the Common Area or any easement reserved by the Declarant or granted to the Association hereunder over any portion of the Property as may be necessary or

appropriate for the orderly maintenance, preservation, and enjoyment thereof and for the preservation of health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

3.3.7.1 Underground lines, cables, wires, conduits, and other devices for the transmission of any utility or other service.

3.3.7.2 Fire hydrants.

3.3.7.3 Any similar public or quasi-public improvements or facilities.

3.3.7.4 Any common facility, portion of the Common Area, where such common facility or Common Area is located, whether located on the Common Area or upon a Lot owned by an Owner.

3.3.8 Establishment of Fines and Fees. The provisions contained in the subsections of this Section 3.3.8 are intended to, and do, comply with the requirements of Idaho Code § 55-115.

3.3.8.1 The Board shall have the power to adopt a schedule of fines and fees in accordance with the procedures for establishing Association rules, set forth above.

3.3.8.2 The Board shall have the power to assess such fines and fees for violations of the covenants, conditions, or restrictions contained in this Declaration.

3.3.8.3 A majority vote by the Board shall be required prior to imposing any fine on a Member for a violation of any covenant, condition, or restriction contained in this Declaration.

3.3.8.4 Thirty (30) days' prior written notice of the Board meeting at which the vote required in Subsection 3.3.8.3 will be held shall be given to the Member alleged to be in violation of a covenant, condition, or restriction contained in this Declaration. For purposes of this Subsection 3.3.8.4, the term "written notice" shall mean written notice of the date, time, and location of the meeting delivered to the subject Member by personal service or by Certified Mail at least thirty (30) days prior to the meeting at which the vote will be held.

3.3.8.5 If the Member begins resolving the violation prior to the meeting at which the vote will be held, then no fine shall be imposed if the Member continues in good faith to resolve the violation until it is fully resolved.

3.3.8.6 The prerequisites contained in Subsection 3.3.8 for imposing fees or fines is not intended, and shall not have the effect of, limiting the Association's authority to require reimbursement of its attorneys' fees by a Member.

3.3.9 Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment, and accounting purposes.

3.4 Duties of Association. In addition to the powers delegated to it by the Articles, the Bylaws, and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

3.4.1 Operation and Maintenance of Common Area. Perform, or provide for the performance of, the operation, maintenance, and management of the Common Area, including the common garbage disposal for the Subdivision, if any, owned or controlled by the Association, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty or loss, and the maintenance, management, repair, or replacement of all other property owned or controlled by the Association; or perform or pay for the performance of any such maintenance contemplated pursuant to any agreement for common maintenance of Common Areas with an adjoining property owner or any adjoining owners' association.

3.4.2 Taxes and Assessments. Pay all real and personal property taxes and assessments levied against the Common Area owned or controlled by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

3.4.3 Utilities. Acquire, provide, and/or pay for water, sewer, refuse collection, electrical, telephone, gas, and other necessary services for the Common Area owned or controlled by the Association.

3.4.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect the following policies of insurance:

3.4.4.1 Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all Improvements, equipment, fixtures and other property located within the Common Area owned or controlled by the Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Association.

3.4.4.2 Comprehensive public liability insurance insuring the Association, the Board, the officers, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common

Area owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board.

3.4.4.3 If elected by the Board, full coverage directors' and officers' liability insurance, in an amount determined by the Board.

3.4.4.4 Such other insurance, including worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board deems necessary or expedient to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of the Association funds or other property.

3.4.4.5 The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

3.4.4.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

3.4.4.7 Notwithstanding any other provision herein to the contrary, the Association shall continuously maintain in effect such casualty, liability and other insurance and a fidelity bond meeting the insurance and fidelity bond requirements for PUD projects established by Federal National Mortgage Association ("**FNMA**"), the Government National Mortgage Association ("**GNMA**") and the Federal Home Loan Mortgage Corporation ("**FHLMC**"), so long as any of which is a Mortgagee or Owner of a Lot within the Subdivision, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA or FHLMC, as applicable.

3.4.5 Administration Fees - Costs. Pay to the Declarant, so long as the Declarant manages the Association, all actual out of pocket costs paid or incurred by the Declarant in the management and administration of the affairs of the Association plus an administrative fee equal to ten percent (10%) of the total income received by the Association, which administrative fee shall be compensation to the Declarant for the services provided to the Association.

3.4.6 Identification Signs. Maintain, repair, and replace all permanent entry and special identification signs for the Subdivision, if any, whether the same is located within or without the boundaries of the Subdivision.

3.4.7 Cluster Mailboxes. Maintain, repair, and replace the cluster mailboxes, if utilized and located within the Subdivision, as required.

3.4.8 Rule Making. Make, establish, promulgate, amend and repeal Association rules, as set forth in Section 3.3.5.

3.4.9 Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Declaration.

3.4.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

3.4.11 Preservation of Common Area. Take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area for ingress, egress, parking, recreation or any other purpose. Such steps shall include, without limitation, posting the property with such notices as may be appropriate and taking any legal action as may be necessary to prevent such use.

3.5 Quorum Requirements for Board. A majority of the individual members of the Board shall constitute a quorum for the transaction of business by the Board, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than thirty (30) days after the date of initial meeting. The departure of, or refusal to participate, or recusal of any member of the Board shall not cause a quorum to be lost once a quorum exists at any meeting.

3.6 Appeal and Hearing Rights. Actions by the Architectural Control Committee and the Association as set forth herein shall be subject to the following appeal and hearing provisions.

3.6.1 Hearing by Architectural Control Committee. An Owner submitting an application to the Architectural Control Committee, or served with a written notice of deviation or violation by the Architectural Control Committee, shall have the right to request and be heard at a hearing held by the Architectural Control Committee for the purpose of presenting facts and information to the Architectural Control Committee. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the Architectural Control Committee is mailed to the Owner as evidenced by the records of the Architectural Control Committee. The hearing shall be held within ten (10) days following receipt by the Architectural Control Committee of the request for a hearing, unless the Architectural Control Committee shall extend said period of time because of the unavailability of Architectural Control Committee members. A hearing may be continued by the Architectural Control Committee for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Architectural Control Committee shall issue a written opinion to the involved parties within ten (10) days thereafter which opinion shall set forth the findings of the Architectural Control Committee with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice.

3.6.2 Appeals. An Owner shall have the right to appeal to the Board (a) a decision of the Architectural Control Committee on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the Architectural Control Committee adverse to the Owner reached following a hearing held pursuant to Section 3.6.1 or (b) any

other action by the Association to enforce the provisions of this Declaration upon receipt of notice of any violation pursuant to Section 16.3 hereof ("**Notice of Violation**"). A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the Architectural Control Committee or Notice of Violation. Said notice of appeal shall be dated and shall contain the name of the Owner and a copy of the written decision or determination of the Architectural Control Committee or the Notice of Violation. The failure of an Owner to appeal in the manner and within the time herein provided shall terminate all rights of said Owner to appeal said decision and it shall be binding and enforceable. The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the Architectural Control Committee. The Board may require the Owner to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the Architectural Control Committee or the Notice of Violation shall be considered final and not subject to further appeal. At the hearing the Owner shall present their position to the Board. The Architectural Control Committee or the agent issuing the Notice of Violation shall also have the opportunity to be heard and to participate in the appeal hearing. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the participating parties shall have the opportunity to question and cross examine witnesses presented by the other and to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the Architectural Control Committee or the Board. Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed. A decision of the Board of an appeal of a decision of the Architectural Control Committee or Notice of Violation shall be final and shall not be subject to reconsideration or further appeal.

ARTICLE IV
ASSESSMENTS

4.1 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular Assessments, Special Assessments, and Limited Assessments or charges made by the Association. All Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless it is expressly assumed. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of its Lot.

4.2 Regular Assessments. Regular Assessments shall be made by the Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area, owned or controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewage charges, repair and maintenance, reasonable fees for legal, management, or accounting services, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s). The Board shall fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of each Regular Assessment period. Written notice of the Regular Assessment shall be sent to every Owner subject thereto.

4.3 Limitations upon Regular Assessments. Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the initial Regular Assessment by the Association shall not exceed One Thousand Five Hundred Dollars, and No/100s ($1,500).

4.3.1 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, Regular Assessments imposed by the Association may be increased each year not more than ten percent (10%), or the maximum percentage increase allowable by FNMA (whichever is greater), above the initial Regular Assessment as set forth above.

4.3.2 From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, Regular Assessments may be increased above the limit set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose by the Association.

4.3.3 The Board may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Association in regular annual, semiannual, or quarterly installments as may be determined by the Board.

4.4 Special Assessments. In addition to Regular Assessments, provided that two-thirds (2/3) of the votes of each class voting in person or by proxy at an annual or special meeting duly called for the purpose of approving a Special Assessment vote to approve the Special Assessment, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

4.4.1 To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Declaration.

4.4.2 To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

4.5 Limited Assessments. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that in addition to Regular Assessments and Special Assessments, in the event of an Owners' default under this Declaration, the Association, after having provided notice and an opportunity to cure pursuant to Section 16.3, below, shall have the power to impose, and the Owner shall have the obligation to pay, Limited Assessments as follows:

4.5.1 Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose, which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association.

4.5.2 Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Subdivision, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. Limited Assessments for maintenance of a Lot shall be authorized pursuant to Section 8.3 below. The Board shall perform all such work specified in the written notice provided to the Owner of the Lot and shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees and management fees, arising out of or incident to such maintenance and repair and the Assessment therefor.

4.5.3 Correction of Violations. In addition to maintenance and repair, the Board, upon the failure or refusal of an Owner to correct a violation of this Declaration or the Architecture Control Committee Standards after completion of the initial development and construction of Improvements on a Lot, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses, management fees, and attorneys' fees shall be assessed and collected as set forth in this Article IV and in Article V of this Declaration. Consistent with the provisions of this Declaration, including (without limitation) the provisions of Subsection 3.3.8., the Board may impose fees or fines in lieu of undertaking correction of any violation.

4.6 Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence on the date of the closing of the first sale of a Lot to an Owner. However, the Association may waive Regular Assessments until the Association determines that such Regular Assessments are necessary to the Association. Provided, however, that no Lot owned by the Declarant shall be assessed a Regular Assessment or Special Assessment.

4.7 Initial Assessment and Transfer Assessment. The following Special Assessments shall be levied against each Lot as set forth herein. At the closing of the initial sale of each Lot by the Declarant, an "Initial Assessment" in the amount of Five Hundred Dollars ($500.00) shall be collected from the purchaser of the Lot as payment to the Association for the set up costs and the maintenance of the Common Area and landscape easements to be maintained by the Association. Upon the transfer of ownership of a Lot by an Owner to a third party, a "Transfer Assessment" in the amount of Two Hundred Dollars ($200.00) shall be payable by the Owner as payment to the Association to fund the costs associated with the conveyance for the time of the Association confirming payment of prior assessments and to reflect the modification to the Association's records to evidence the conveyance.

4.8 Uniform Rate of Assessment. Except as expressly provided to the contrary in this Declaration, Regular Assessments and Special Assessments of the Association shall be fixed at a uniform rate for all Lots. Limited Assessments imposed pursuant to Section 4.5 above shall not be subject to the requirements of this Section.

4.9 Assessment Due Date. The due dates for Regular Assessment or Special Assessment shall be the last day of the first month of the calendar quarter for which assessments are due pursuant to Section 4.3.3, unless some other due date is established by the Board. Limited Assessments shall be paid within ten (10) days of the date that the Board invoices the Owner of the Lot upon which a Limited Assessment. All installments of Assessment shall be delinquent if not paid within ten (10) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special Assessments or Limited Assessments be paid in a lump sum instead of installments. The duty and obligation to pay Assessments by any Owner is independent of any other obligation or claim, as such Owners shall pay all Assessments without offset or deduction.

4.10 Interest and Penalties. Any Regular, Special, or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

4.11 Estoppel Certificate. The Association, upon not less than ten (10) days prior written request, shall execute, acknowledge, and deliver to the party making such request a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer of such Certificate has no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

4.12 Notice Requirements. Notwithstanding anything to the contrary contained in either the Articles or the Bylaws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 4.4, above, or a Limited Assessment described in Section 4.5, above, shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

4.13 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

4.14 Exempt Property. The following property, subject to this Declaration, shall be exempt from Assessments by the Association created herein:

4.14.1 All property expressly dedicated to and accepted by a local public authority;

4.14.2 The Common Area;

4.14.3 All portions of the Property owned by the Declarant or the Association; and

4.14.4 All Lots owned by Declarant, until title is transferred to another person or entity, or until occupancy, whichever occurs first.

ARTICLE V
ENFORCEMENT OF ASSESSMENTS

5.1 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees, management fees, and collection fees in connection therewith.

5.2 Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Regular Assessments and Special Assessments levied against any and all Lots within the Subdivision pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees, which amounts shall be deemed to be Assessments once incurred by the Association. Said lien shall be prior and superior to all other liens or claims created subsequent to the

recordation of this Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by first Mortgage, duly recorded in Valley County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Regular Assessments and Special Assessments levied by the Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

5.3 Notice of Assessment Lien. If an Owner fails to pay an Assessment within thirty (30) days of the Owner's receipt of notice of the Assessment, then the Association shall prepare a written Notice of Assessment Lien. The Notice of Assessment Lien shall include:

(a) A true statement of the amount due for the unpaid Assessment after deducting all just credits and offsets;

(b) The name of the Owner, or reputed Owner, if known;

(c) The name and address of the Association; and

(d) A description of the Lot to be charged with the lien, pursuant to the Notice of Assessment Lien.

The Notice of Assessment Lien shall be verified by the oath of an officer of the Association or the Association's designated agent having knowledge of the facts underlying the notice of assessment, acknowledged by a Notary Public and recorded in the office of the Valley County Recorder. Within twenty-four (24) hours after recording the Notice of Assessment Lien against the Lot, the Association shall serve, by personal delivery to the Owner or reputed Owner of the Lot, or by Certified Mail to the last known address to the Owner or reputed Owner of the Lot a true and correct copy of the recorded Notice of Assessment Lien. At such time as a delinquent Assessment, which is described in the Notice of Assessment Lien, is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

5.4 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot, which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with said Lot as the Owner thereof.

5.5 Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after the Notice of Assessment Lien has been delivered as set forth in Section 5.3, above.

5.6 Notice to Mortgagees. The Association shall have no obligation to provide a Mortgagee with a copy of a Notice of Assessment Lien served on an Owner under Section 5.3, above, unless and until Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) that shall contain the following:

(a) The name and address of said Mortgagee;

(b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;

(c) The name and address of the Owner;

(d) The date the lien of the Mortgage was filed of record in Valley County, Idaho, and the instrument number thereof;

(e) The maturity date of the obligation secured by said Mortgage lien;

(f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;

(g) The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent, a reasonable fee established by the Board, for such notification and such charge shall be a cost of collection deemed to be an Assessment and secured by the Assessment lien described in Section 5.2, above. The charge for such notification shall be subject to change by the Board.

5.7 Term of Assessment Lien. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Declaration or any subsequent amendment shall be valid for a period of one (1) year from the date the Notice of Assessment Lien is filed and recorded, provided, however, that such period may be extended by the Association for a period of one (1) additional year by recording a written extension thereof or as otherwise permitted by law.

5.8 Non Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity, including but not limited to pursuit of legal action for costs and damages incurred by the Declarant or the Association as a result of the Owner's non-performance, seeking injunctive relief as may be appropriate, and undertaking commercially reasonable collection measures.

5.9 Future Statutory Requirements. In the event that the requirements of Idaho Code Section 45-810 regarding the creation and enforcement of homeowner's association liens are amended or modified, then the provisions of this Article V shall be deemed to have been satisfied upon compliance with the then existing requirements of Idaho law required for the creation and enforcement of homeowner's association liens.

ARTICLE VI
PRIVATE STREETS

Declarant has provided access to portions of the Property by a system or systems of private streets to be constructed by Declarant and owned and operated by the Association as a part of the Common Area for which the Association may be responsible. In the event Declarant elects to do so, such private streets shall be designated on the Plat of that portion of the Property to which access therefrom is to be provided, in which event a said private street shall be dedicated and restricted to the perpetual and indefeasible right of ingress and egress over and across the same for the exclusive use and benefit of the Owners and residents of the said Property, their guests and invitees. The provisions of this Article shall be implemented and the maintenance responsibilities set forth herein to be served by the said private streets.

ARTICLE VII
EASEMENTS

All easements specifically set forth in this Declaration or that are set forth on the final plat shall constitute easements, covenants, and servitudes running with the land for the benefit of all future Owners, and for the benefit of each Parcel as specified herein. No easement, covenant, or servitude created herein or pursuant to the Plat shall be extinguished or terminated by the application of the doctrine of merger.

7.1 Easements Depicted on Plat. Specifically, but without limitation, Declarant hereby reserves, creates, and grants the easements, covenants, and servitudes that are depicted and described upon the Plat, in the locations identified thereon and for the purposes set forth thereon. Except as may otherwise be expressly provided in this Declaration, all easements reserved, created, and/or granted by Declarant in this Declaration or on the Plat shall be perpetual, shall be appurtenant to the respective Lots benefitted thereby, shall run with the land, and shall be binding upon all Owners and Occupants, and shall inure to the benefit of those identified in such reservation, creation, and/or grant of easement and to their respective heirs, successors, and assigns. Additionally, Declarant provides the following further provisions regarding the easements depicted upon the Plat:

7.1.1 Private Road. Declarant hereby reserves, creates, and grants an easement and servitudes relating to the Private Roads depicted on the Plat for the benefit of the Declarant and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, as created hereafter, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Subdivision, the following permanent, perpetual, non-exclusive easement, for common ingress and egress over and across the Private Roads serving the Subdivision

located within the Subdivision to the public street West Mountain Road, as depicted on the Plat for ingress and egress to the all of the Lots benefited thereby. In furtherance of satisfying the requirements of Valley County, Declarant has contemporaneously executed and recorded a Declaration of Private Roads and Private Drive in the form required by Valley County. The Declaration of Private Roads and Private Drive and this Declaration are intended to be consistent and complementary, with this Declaration setting forth the manner by which such Private Roads are to be maintained in the future.

7.1.2 Gate Access, Use, and Maintenance Easement. For the benefit and use of Declarant, the Association, and their respective agents, contractors, and employees, and any Owner or Occupant, and appurtenant to that certain real property depicted on the Plat as Blackhawk Lake Drive, a permanent easement over that portion of the Private Drive, Lot 11, and Lot 16, as depicted on the Plat as "GATE ACCESS", for the purpose of accessing, using, maintaining, repairing, removing, and replacing the gate that exists, or will exist, in the location labeled "GATE ACCESS" on the Plat.

7.1.3 Mailbox Easement. For the benefit and use of Declarant, the Association, and their respective agents, contractors, and employees, and any Owner or Occupant, and appurtenant to the Lots for the benefit of the Owners and Occupants, a permanent easement over those portions of Lot 10 labeled "10' WIDE MAILBOX EASEMENT 0.028 AC." on the Plat, for the purpose of accessing, using, maintaining, repairing, removing, and replacing trash collection facilities and a cluster mailbox.

7.1.4 Lot 10 Shared Driveway Easement. For the benefit and use of Declarant, the Owner and Occupants of Lot 10, and their respective agents, contractors, and invitees, a permanent driveway and access easement over that portion of Lot 11 labeled "SHARED DRIVEWAY EASEMENT 0.42 AC." on the Plat ("**Lot 10 Shared Driveway Easement**"), which Lot 10 Shared Driveway Easement shall be appurtenant to Lot 10. The Lot 10 Shared Driveway Easement shall include such ancillary easements as reasonably may be necessary to construct, maintain, resurface, and repair the surface of the Lot 10 Shared Driveway Easement. Following construction of the driveway within the Lot 10 Shared Driveway Easement, the Owner of Lot 10 shall be responsible for all maintenance, repair, and replacement of the driveway surface, unless the owner of Lot 11 decides to utilize the Lot 10 Shared Driveway Easement, in which case the owners of Lot 10 and Lot 11 shall equally share the costs associated with maintenance of the Lot 10 Shared Driveway Easement. In furtherance of satisfying the requirements of Valley County, Declarant has contemporaneously executed and recorded a Declaration of Private Roads and Private Drive in the form required by Valley County. The Declaration of Private Roads and Private Drive and this Declaration are intended to be consistent and complementary, with this Declaration setting forth the manner by which the Lot 10 Shared Driveway Easement is to be maintained in the future.

7.1.5 Lot 7 Shared Driveway Easement. For the benefit and use of Declarant, the Owner and Occupants of Lot 7, and their respective agents, contractors, and invitees, a permanent driveway and access easement over that portion of Lot 6 labeled "SHARED DRIVEWAY EASEMENT 0.42 AC." on the Plat ("**Lot 7 Shared Driveway Easement**"), which Lot 7 Shared Driveway Easement shall be appurtenant to Lot 7. The Lot 7 Shared Driveway

Easement shall include such ancillary easements as reasonably may be necessary to construct, maintain, resurface, and repair the surface of the Lot 7 Shared Driveway Easement. Following construction of the driveway within the Lot 7 Shared Driveway Easement, the Owner of Lot 7 shall be responsible for all maintenance, repair, and replacement of the driveway surface, unless the owner of Lot 6 decides to utilize the Lot 7 Shared Driveway Easement, in which case the owners of Lot 7 and Lot 6 shall equally share the costs associated with maintenance of the Lot 7 Shared Driveway Easement. In furtherance of satisfying the requirements of Valley County, Declarant has contemporaneously executed and recorded a Declaration of Private Roads and Private Drive in the form required by Valley County. The Declaration of Private Roads and Private Drive and this Declaration are intended to be consistent and complementary, with this Declaration setting forth the manner by which the Lot 7 Shared Driveway Easement is to be maintained in the future.

7.1.6 Emergency Access over Bella View Drive and Blackhawk Lake Drive. Declarant hereby reserves, creates, and grants an easement and servitudes for the benefit of properties located to the south of Lots 5 and 6, a limited easement for emergency access for the benefit of such properties to provide secondary emergency access over Bella View Drive and Blackhawk Lake Drive from West Mountain Road. This easement shall not be utilized for anything but emergency access, and shall not be expanded or extended unless the Association expressly grants a cross access easement to such properties to permit primary access, which the Association may condition as it deems appropriate, including the requirement that there be shared cross access and shared maintenance of Bella View Drive and Blackhawk Lake Drive.

7.2 Existing Mountain Access Easement. Declarant acknowledges that AB West Mountain Holdings has previously reserved, created, and granted that certain Grant of Access Easement (Mountain Access Easement), recorded in the Official Records of Valley County, Idaho on March 6, 2020, as Instrument No. 427250, which provides access to certain property described therein. Declarant hereby reserves, creates, and grants an easement and servitudes relating to the Mountain Access Easement which is intended to be collocated within a portion of Blackhawk Lake Drive and Red Ridge Drive as depicted therein and referenced on the Plat. The Grant of Access Easement (Mountain Access Easement) and this Declaration are intended to be consistent and complementary, with the Grant of Access Easement (Mountain Access Easement) governing in the event of any conflict. The Grant of Access Easement (Mountain Access Easement) will be amended and restated to describe the actual as built and platted location of the roadways that are subject to it.

7.3 Easement for Maintenance. Declarant hereby reserves, creates, and grants the following easements, covenants, and servitudes over and across that portion of the Common Area and the privately owned property of Owners in this subdivision to perform maintenance upon the Property, the Common Area, and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions that may injure or interfere with the use, occupation, or enjoyment of the reserved easement and the operation, maintenance, and repair of utility service connections and drainage systems.

7.4 Future Easements. The Association shall have the future right to provide for such easements across, upon, and under the surface of its Common Area, as platted herein, as may be reasonably necessary to serve the interests and convenience of the Owners of this Subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, and/or eave and balcony overhangs.

ARTICLE VIII
MAINTENANCE RESPONSIBILITY

8.1 Maintenance by Association. The Association designated in this Declaration and shall provide maintenance to and be responsible for the Common Areas and Improvements thereon. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner or its family, guests, or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject.

8.2 Maintenance by Owner. Each Owner shall be responsible for installing, maintaining, and keeping in good order and repair the exterior of its Dwelling and any private decks, perimeter fences for each Lot and Subdivision perimeter fence, as provided herein, courtyards, landscaping within the Owner's Lot. The Association shall have an easement for ingress, egress, and maintenance as may be reasonably necessary to perform the maintenance duties of the Association in the event of an Owner's failure to undertake such. In the event of damage or destruction of a Dwelling or any Improvement on a Lot by fire or other casualty, the Owner must complete repair and/or replacement of the Dwelling or any Improvement on a Lot within one hundred twenty (120) days of the damage or destruction. Upon such event, the Owner shall also keep the Board informed of the status of such work.

8.3 Failure of Owner to Maintain. In the event an Owner shall fail or refuse to perform its maintenance or repair obligations as set forth herein, the Association shall have the power to enter onto said Owner's Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefore; provided, however, that the Association shall have delivered to such Owner written notice at least ten (10) days in advance of performing such maintenance and repairs describing the maintenance or repairs required to be made and advising the Owner of the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth in such notice in conformance with Section 16.3. The Association may levy a Limited Assessment against such Lot for all cost incurred by the Association in performing such maintenance or repairs, including attorneys' fees, management fees, or collection fees, together with interest therein. The Association may also impose fees and fines consistent with the provisions of this Declaration, including (without limitation) Subsection 3.3.8.

ARTICLE IX
PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Property and shall be for the benefit of and limitations upon all present and future Owners of said property or of any interest therein:

9.1 Initial Construction. All Dwellings or Outbuildings on which construction is commenced shall be prosecuted diligently to completion and shall be completed within twelve (12) months after issuance of a building permit therefor, unless otherwise approved in writing by the Architectural Control Committee. While any Dwelling or Outbuilding is under construction on a Lot, the Owner of such Lot shall be responsible for keeping the Lot clear of weeds and trash; repairing any damage caused by its contractors; and maintaining the general condition of the Lot. Burning of weeds, refuse, or construction materials is absolutely prohibited on every Lot

9.2 Lot Use. No Lot, with the exception of the Common Area, shall be used except for single-family residential purpose. No Lot or the Common Area shall be used for the observable conduct of any trade, business, or professional activity and no such activity result in increased traffic or parking demand within the Subdivision. All Lots and Improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes, and regulations.

9.3 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Property, except that three dogs and two cats, or three cats and two dogs, or other household pets may be kept within a Dwelling or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area," as used in this paragraph, shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee. The Association shall have the right to remove pets from a Lot in the event of uncontrolled barking, repeated violations of fencing requirements, leash or clean up rules.

9.4 Garbage and Refuse Disposal. Garbage and recycling shall be maintained within the easement set forth above.

9.5 Nuisance. No noxious or offensive or unsightly conditions shall be permitted upon any part of said Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9.6 Non Dwelling Residential Structures. No trailer, truck camper, recreational vehicle, tent, garage, barn, or shack, shall at any time be used as a residence temporarily or permanently on any part of said Property. An accessory dwelling building may be permitted as an approved Outbuilding approved in compliance with this Declaration.

9.7 Parking and Storage of Vehicles and Equipment. Any automobile or other vehicle used by any Owner shall be parked in the driveway or garage that is a part of its Dwelling or an approved Outbuilding. Every Dwelling shall have a minimum of a garage that is sufficient to permit interior parking for two automobiles. Carports shall be prohibited. Driveways shall be utilized solely for temporary parking of vehicles. The primary purpose of all garages required in conjunction with the garage required for each dwelling is for the parking and storage of vehicles. No other use of a garage which would limit the use of a garage for the parking and storage of the number of vehicles for which the garage is designed shall be permitted. Parking

of vehicles on the driveway or on a private street is intended to be temporary only. Long term parking or storage of vehicles as well as the parking and storage of boats, trailers, motorcycles, trucks, truck campers, motorhomes, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any driveway, private street, or Common Area adjacent thereto, and shall be stored entirely within an enclosed garage or approved structure. All other parking of equipment shall be prohibited, except as approved in writing by the Association. Any vehicle awaiting repair or being repaired shall be removed from the Subdivision within forty-eight (48) hours. There shall be no repair of vehicles in the driveways or streets of the Subdivision.

9.8 Leasing Requirements. Any Lease, as defined below, between an Owner and its tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation, and the Association's Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such Lease. For the purposes of this Declaration, a "Lease" shall mean any agreement for the leasing or rental of a Dwelling for any period an Owner determines appropriate. No Owner may enter into any Lease for any period, unless such Lease is in writing and incorporates the obligations under this Declaration and any rules adopted by the Association. In entering into any such Lease, Owners shall be responsible for and liable for the actions of any tenants, occupants, or guests occupying their Dwelling pursuant to such Lease. This Subsection 9.8 is expressly intended to, and does, comply with Idaho Code § 55-115(3). Other than the foregoing, there is no restriction on the right of any Owner to lease its Dwelling.

9.9 Septic. If a public sewer system should become available, then all Dwellings then under construction or subsequently built shall use such public sewer system. Until such time as a public sewer system becomes available, each Dwelling shall use a sanitary disposal system of a design and installation approved by Valley County, the Central District Health Department, and the Idaho Department of Health and Welfare.

9.10 Cluster Mailboxes. Cluster mailboxes are (or will be) located within the easement labeled on the Plat as "10' WIDE TRASH COLLECTION AND MAILBOX EASEMENT," and shall be maintained consistent with the provisions of Section 3.4.7.

9.11 Signage. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling and Lot for rent or for sale by displaying a single, neat, sign that does not exceed three square feet in area. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Subdivision shall be permitted, provided the same is approved by the Architectural Control Committee prior to installation. Lighted, moving, or flashing signs for any purposes are prohibited.

9.13 Wildlife. The Subdivision has been developed in and adjacent to areas with ecological features that provide habitat that is conducive to wildlife. Certain types of landscaping and improvements may be attractive to such wildlife. The Declarant, the

Association, and/or the Architectural Control Committee shall not have any responsibility for the impact of wildlife on any Lot, the Improvements, or its landscaping. No hunting, trapping, or other killing or capturing of wildlife shall be permitted on the Property, excepting, however, fishing that is permitted subject to the regulations of the State of Idaho, Valley County, and the Association.

9.14 Other Restrictions. There shall be no yard sales within the Subdivision or any other type of sale of personal property from any Dwelling or Lot. There shall be no drying of clothes on permanently installed external clothes lines.

9.15 Compliance with Other Requirements. All Dwellings and other Improvements shall be constructed in accordance with then existing zoning and building requirements of Valley County. All installed lighting shall conform to Section 9-5B-2 of the Valley County Code or the then existing requirements of Valley County, including any "dark sky" regulations. No more than one (1) wood burning device shall be permitted per Lot in conformance Section 9-5B-4(C) of the Valley County Code or the then existing requirements of Valley County or the then existing requirements of Valley County. To manage the risk of fire to Dwellings, Improvements and to life, all Owners shall ensure that the construction, maintenance, and operation of their Dwellings, Improvements and Lots comply with the requirements of the Declaration of Fire Standards, recorded contemporaneously herewith, or as may be modified and amended from time to time based upon the then existing requirements of Valley County.

ARTICLE X
ARCHITECTURAL CONTROL

10.1 Formation of Architectural Control Committee. In order to protect the quality and value of the Dwellings built on the Property, to assure an attractive, compatible, and aesthetically pleasing community, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three (3) members. The Members of the Architectural Control Committee shall be appointed by Declarant until the Change of Control Date, as set forth in Section 16.7. Thereafter, the members of the Architectural Control Committee shall be appointed annually by the Board of the Association at each annual meeting of the Board.

10.2 Purpose. The purpose of the Architectural Control Committee is to implement policies and guidelines for the design and construction of Dwellings (and other Structures) and Improvements on the Property with a view to maximize the quality of Dwellings and Improvements in the Subdivision. The Architectural Control Committee is vested with the power, authority, and discretion set forth herein to further this purpose.

10.3 Design Approvals Required.

10.3.1 No Improvement shall be commenced, built, constructed, placed, or maintained upon any Lot, nor shall any exterior addition, change, or alteration of existing or previously approved Improvements shall be made to any Lot, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location, and other details

regarding the Improvements, including the time schedule for completion of construction and a landscaping plan (collectively, the "**Plans and Specifications**"), have been submitted to and approved in writing by the Architectural Control Committee as conforming with all requirements of this Declaration.

10.3.2 Proposed Plans and Specifications shall be submitted to the Architectural Control Committee along with the fees set forth in Section 10.7.

10.3.3 Proposed Plans and Specifications must be prepared or approved by a state licensed architect prior to submission to the Architectural Control Committee.

10.3.4 In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such Plans and Specifications within forty five (45) days after submission of complete information regarding such Plans and Specifications to the Architectural Control Committee in such form as it may require, such Plans and Specifications shall be deemed approved, subject to their compliance with all covenants, conditions, and restrictions contained in this Declaration; provided, however, that if the Architectural Control Committee, within the initial forty five (45) day review period, notifies the Owner in writing that an additional forty five (45) day review period is required for examination and review of such Plans and Specifications, then there shall be no such presumption of approval unless and until the expiration of the additional forty five (45) day review period. Upon receipt of all required Plans and Specifications from the applicant Owner and a determination that such Plans and Specifications are complete, the Architectural Control Committee shall notify the applicant Owner that its Plans and Specifications are complete and the aforesaid forty five (45) day review period shall commence on the date of such notification.

10.3.5 The Architectural Control Committee shall have the right to refuse to approve any design, plan, materials, or color for such Improvements, construction, or alterations that the Architectural Control Committee determines are not consistent with the standards set forth in this or any other Declaration applicable to the Property.

10.3.6 The Architectural Control Committee is hereby authorized to exercise its discretion as to all considerations herewith.

10.3.7 The Architectural Control Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior materials and color scheme in relation to the site upon which it is proposed to be erected.

10.3.8 The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with its surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts that, in the Architectural Control Committee's opinion, may affect the desirability of any proposed Improvement.

10.3.9 Actual construction of the approved Dwelling, Structure, or other Improvement shall comply substantially with the plans and specifications approved by the Architectural Control Committee.

10.4 Denial of Plan. In the event the plan is denied, the Owner and the Architectural Control Committee shall work together to correct the deficiencies in the original plan(s) submitted by the Owner. The Owner shall re-submit such revised plan(s) to the Architectural Control Committee after each denial, if the Owner so desires. The Architectural Control Committee shall have thirty (30) days after a plan is re-submitted within which to notify the Owner whether the revised plan(s) has (have) been approved. Failure to notify the Owner within the time frame set forth above shall constitute the Architectural Control Committee's denial of the revised plan(s).

10.5 Submissions. Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

10.5.1 Site Plan. A site plan that shall show the all Improvements on the Lot, all applicable setbacks, and any other pertinent information related to the Improvements; and

10.5.2 Building Plan. A building plan that shall consist of the preliminary or final blueprints, elevation drawings of the north, south, east, and west sides of the Dwelling, detailed exterior specifications for each Dwelling that shall indicate, by sample, all exterior colors, material, and finishes, including roof, to be used.

10.5.3 Landscaping Plan. A landscaping plan for the entire Lot shall be provided identifying landscaping elements and demonstrating compliance with Wildland Urban Interface Fire Protection Plan for the Subdivision, dated July 20, 2020 as set forth in Section 9.15 below.

10.5.4 Grading Plan. A grading plan for the Lot shall show grading, drainage, berms, and mounding proposed for the Lot, at a scale of not less than 1" = 20'-0", showing spot elevations depicting drainage for the Lot, and shall be prepared by a professional engineer.

10.5.5 Supporting Plan Submissions. Autocad or other electronic versions of all plan submittals shall be provided if requested by the Architectural Control Committee to ensure and confirm conformance with all requirements herein.

10.6 Rules and Regulations. The Architectural Control Committee is hereby authorized to adopt such rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Architectural Control Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests as necessary to implement and enforce the provisions of this Declaration. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control

Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law. The primary goal of the Architectural Control Committee shall be to ensure that all Dwellings and other Improvements within the Subdivision are of high quality design and materials. Flexibility shall be allowed for high quality modern mountain design Dwellings and other Improvements.

10.7 Fees. The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required. The Architectural Control Committee may elect to refund a portion of such fee upon full compliance and satisfaction of the completion of all Improvements consistent with the approval granted by the Architectural Control Committee. The fee shall not exceed Four Thousand Dollars ($4,000.00). Of the fee, Five Hundred Dollars ($500.00) shall constitute a non-refundable fee for architectural review; Five Hundred Dollars ($500.00) shall constitute a non-refundable fee for landscaping review; Three Thousand Dollars ($3,000.00) shall be subject to retention for noncompliance with the Design Standards of this Declaration, including deviation from the approved Plans and Specifications. The Architectural Control Committee will review and provide comments to the Lot Owner and conduct a re-review of the submission at no additional cost to the Owner. However, any additional review required beyond the initial review and first re-review shall be paid for by the Owner at the then existing hourly rate charged by the professional consultants engaged by the Architectural Control Committee to undertake such matter. Upon completion of all work the Owner may request a refund of the refundable portion of the fee from the Architectural Control Committee. The Architectural Control Committee shall evaluate completion of work and upon determination that all work has been completed consistent with the prior approval of the Architectural Control Committee under Sections 10.3 and consistent with the Design Standards set forth herein. The Architectural Control Committee, in addition to enforcing the provisions of this Declaration as set forth herein for noncompliance by any Owner shall have the power to retain the fee upon determination that the Owner has not completed work consistent with the with the prior approval of the Architectural Control Committee under Sections 10.3 and consistent with the Design Standards set forth herein.

10.8 Variances. The Architectural Control Committee may authorize variances from compliance with any of the development provisions of this Declaration, including restrictions on height; size; material type and selection; floor area; or placement of structures or other similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Notwithstanding the foregoing, however, no variances will be granted for Improvements, including without limitation, manicured lawns or other Lot landscaping and any other encroachment upon the Common Area. No variance shall be effective until evidenced in a written document executed by signed by at least two (2) members of the Architectural Control Committee and consented to and acknowledged by the

Owner of the Lot, and shall become effective upon recordation in the office of the County Recorder of Valley County. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that if a variance is granted in accordance with the provisions of this Section, then no violation of the covenants, conditions or restrictions contained in this Declaration or any subsequent amendment shall be deemed to have occurred with respect to the matter for which the variance was granted and no remedies that may exist as set forth herein or otherwise exist at law may be pursued. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or any subsequent amendment for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

10.9 Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to acknowledge that it has waived and released any and all claims that arise from the decisions and actions of the Architectural Control Committee and the members thereof in carrying out the responsibilities delegated to them hereunder. The sole remedy and relief available to any party seeking relief for such decisions or actions shall be declaratory or injunctive relief to the extent expressly authorized hereunder.

10.10 Construction and Sales Period Exception. During the course of construction of any permitted Improvement and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any subsequent amendment shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwellings; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwellings as models for sales purposes and, for so long as Declarant shall own any Lot, part, parcel or portion of the Property, Declarant shall have the right to use any clubhouse or similar facility owned or to be owned by the Association as a sales and marketing office or for other such similar uses.

10.11 Waivers. The approval of any plans, drawings or specifications for any Improvement or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

ARTICLE XI
DESIGN STANDARDS

11.1 Design Standards. The Architectural Control Committee shall apply and enforce as part of the Restrictions, the architectural and design standards ("**Design Standards**") set forth in this Article XI. It is expected that the design of each Lot, Dwelling, Outbuilding, and all Improvements, will be tailored to the unique features of each individual Lot, and be of high quality design and materials. The Design Standards set forth herein are intended to protect, preserve, and enhance the Property and all Lots and Dwellings within the Property. The purpose of the Design Standards is not to create identical Dwellings, but rather to ensure that there is a high quality, harmonious design within the Property that is complementary to the surrounding homes, immediate neighborhood, and the greater area in which the Subdivision exists. The Architectural Control Committee shall have the power, pursuant to Article X, to permit such modifications to and deviations from these Design Standards for a proposed building form or design style that reasonably justifies or requires such modification or deviation in furtherance of the goals set forth herein. As such, each Dwelling, Improvement, and Lot shall incorporate into its design the Design Standards contained in this Article.

11.2 Architectural Style and Form. No specific design style shall be required so long as the development of each Lot conforms to the Design Standards set forth herein and is of high quality design and materials. It is intended that the Subdivision permit various styles of high-end mountain architectural design.

11.3 Dimensional Standards.

11.3.1 Setbacks. No Improvement, including Dwellings or Outbuildings, may be constructed or placed on a lot within the minimum building set back lines prescribed by Valley County. No approval of the setbacks applicable to the Property shall excuse or allow any variance or deviation from the building setback prescribed by Valley County.

11.3.2 Height. No Improvement, including Dwellings or Outbuildings, may be constructed in excess of the height limitations prescribed by Valley County. No approval of the height applicable to the Property shall excuse or allow any variance or deviation from the height limitations prescribed by Valley County.

11.3.3 Dwelling Area. All Dwellings shall satisfy the minimum area requirements set forth herein. All one-story Dwellings shall have a minimum of 2,500 square feet of finished space exclusive of garages, storage rooms, covered patios or porches, or other covered exterior space. All Dwellings having two or more stories shall have a minimum of 3,000 square feet of finished space, with a minimum of 2,000 square feet of finished space on the ground floor, exclusive of garages, storage rooms, covered patios or porches, or other covered exterior space. The Declarant may from time to time established additional area requirements for Dwellings depending upon the size of a Lot.

11.4 Exterior Features. Exterior features on all Dwellings shall harmonize with the rest of the structure and shall enhance the appearance of such. The following specific Design Standards apply to the specified element.

11.4.1 Privacy Screens. When not provided by other structures, each Dwelling shall have a screened exterior area for enclosing garbage and trash containers, firewood, bicycles other items of personal property, or any other structure or improvement that the Architectural Control Committee determines is visually distracting and must be placed where they will not be seen from the streets, or neighboring lots and/or properties. Exterior HVAC equipment shall be screened so that they will not be seen from the streets. Screening shall be required of any exterior area designated for garbage. All required screens shall be an architectural extension of the Dwelling, both in its design and in its materials.

11.4.2 Project Fencing. Declarant has constructed and installed, or will construct and install, a fence around the perimeter of the Subdivision to exclude livestock from adjoining properties ("**Project Fencing**"). From and after completion of construction and installation of the Project Fencing, each Owner shall be responsible for maintaining, repairing, and replacing that portion of the Project Fencing located within such Owner's Lot.

11.4.3 Lot Fencing. An Owner may construct additional fencing upon such Owner's Lot ("**Lot Fencing**"), only upon the approval of the Architectural Control Committee. Each Owner shall be responsible for maintaining, repairing, and replacing that portion of the Lot Fencing located within such Owner's Lot.

11.5 Grading and Landscaping.

11.5.1 Drainage and Grading. All Lots shall be graded so that drainage will be retained within the property boundary of that Lot. No Lot shall drain on to any other Lot, Common Area, or public right of way. All drainage and detention facilities are required to comply with this obligation shall be submitted for review.

11.5.2 Landscaping. Landscaping shall be consistent with the approved landscaping plan submitted in accordance with Section 10.5.3. Landscaping on each Lot shall utilize native grasses, trees, shrubs and other native plantings on each Lot. Each Owner of each Lot is obligated to ensure that the landscaping utilized thereon complies with all requirements of the Valley County Code. Non-native landscaping shall only be permitted upon approval by the Architectural Control Committee.

ARTICLE XII
INSURANCE AND BOND

12.1 Required Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any

insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

12.1.1 A multi-peril-type policy covering any Improvements on the Common Area, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

12.1.2 A comprehensive policy of public liability insurance covering all of the Common Area, and public ways in the Property. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Property contains more than one hundred (100) Units, coverage shall be for at least $1,000,000 per occurrence, for personal injury and/or property damage.

12.1.3 Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

12.2 Optional Insurance. The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

12.2.1 Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of such association in such amount as may be reasonable in the premises.

12.2.2 The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Property, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

12.3 Additional Provisions. The following additional provisions shall apply with respect to insurance:

12.3.1 Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

12.3.2 Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurers subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the

Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

12.3.3 All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

12.3.4 Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

ARTICLE XIII
CONDEMNATION

13.1 Consequences of Condemnation. If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

13.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

13.3 Apportionment. The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The appropriate Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XIV
MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of the Association:

14.1 The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repair, and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.

14.2 The holders of First Mortgages shall have the right to examine the books and records of the Association and to require annual reports or other appropriate financial data.

14.3 Any management agreement for the Property or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

14.4 Any lien which the Association may have on any Dwelling for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.

14.5 Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:

14.5.1 By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)

14.5.2 Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

14.5.3 By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

14.5.4 Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

14.5.5 Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

14.5.6 Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

ARTICLE XV
ANNEXATION

15.1 Time for Annexation; Land Subject to Annexation. Declarant hereby reserves the right to annex any real property into the project by recording a Notice of Annexation particularly

describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section, except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land.

15.2 Procedure for Annexation. Any of the above-described real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

15.2.1 A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Valley County where this Declaration is recorded;

15.2.2 An exact legal description of the added land;

15.2.3 A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and

15.2.4 A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

15.3 Deannexation. Declarant may delete all or a portion of the property described on Exhibit A and any annexed property from the Property and from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a Notice of Deannexation is recorded in the Office of the Valley County Recorder in the same manner as a Notice of Annexation. Members other than Declarant as described above shall not be entitled to deannex all or any portion of the Property except on the favorable vote of all members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Property.

ARTICLE XVI
GENERAL PROVISIONS

16.1 Phased Development. Owner acknowledges that the development of the Property may be phased over time and construction activities will occur on the Property throughout the development process. Owner recognizes that the development of the Property and creation of phases may change from time to time in Declarant's discretion, and no Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property, or any additional land annexed to the Property or the Subdivision.

16.2 Enforcement. The Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.3 Default. A person shall be deemed to be in default of this Declaration only upon the expiration of fifteen (15) days (five [5] days in the event of failure to pay money) from receipt of written notice from the Declarant or Association specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said fifteen (15) days (five [5] days in the event of failure to pay money), has rectified the particulars specified in said notice of default ("**Notice of Violation**"). The requirement for written notice shall be satisfied upon the mailing of a Notice of Violation to the address evidenced on the records of the Valley County Assessor as being the address to which tax notices are to be mailed.

16.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

16.5 Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by an instrument signed by members entitled to cast not less than sixty percent (60%) of the votes of membership. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than sixty percent (60%) of the votes of the votes of membership. Any amendment must be recorded. Prior to the Change of Control Date, Declarant shall have the unilateral right to amend this Declaration without the consent of any other Owner. After the Change of Control Date, so long as Declarant owns any Lot or portion of the Subdivision, no amendment to the Declaration shall be effective unless Declarant consents.

16.6 Assignment by Declarant. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

16.7 Declarant Control. Declarant shall retain and shall exercise all rights and powers hereunder through any such Person until the occurrence of the Change of Control Date. Until the occurrence of the Change of Control Date, Declarant shall have (a) the right to appoint the members of the Architectural Control Committee; (b) the unilateral right to amend the Declaration without the consent of any Owner; and (c) appoint at least two members to the Board. For purposes of this Declaration the term "Change of Control Date" means the first to occur of the following: (i) the date when Declarant (and any Person in which it or its principals own a majority of the capital and profits interests) ceases to be the Owner of any portion of the Subdivision or any portion of any property annexed into the Subdivision as set forth herein; (ii) the date when Declarant ceases to own any portion of the Subdivision, or (iii) the date Declarant resigns by recording a written notice of termination of control with the County Recorder of Valley County, Idaho. At such time that Declarant's control rights are terminated, whether voluntarily or involuntarily, Declarant shall cause to be recorded in the records of Valley County, a document stating that Declarant no longer exercises any further controls over the Subdivision. Copies of such document shall be provided to each Owner contemporaneously with the recording of such document. Recordation of such document shall formally terminate Declarant's control rights regarding the Project, and all duties of Declarant under this Declaration.

[END OF TEXT]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this 2nd day of February, 2021.

DECLARANT:

AB Phase 5, Inc., an Idaho corporation

By: _____
J. Thomas Ahlquist, President

State of Idaho)
) ss.
County of Ada)

This record was acknowledged before me on this 2nd day of February, 2021, by J. Thomas Ahlquist, as President of AB Phase 5, Inc.

SARA C. COUSINEAU
NOTARY
PUBLIC
Comm. No. 52200
STATE OF IDAHO

_____
NOTARY PUBLIC
Residing at Boise, ID
My Commission Expires 11/17/21

CONSENTED TO BY:

AB West Mountain Holdings, LLC,
an Idaho limited liability company, by its Manager

Ahlquist Development, L.L.C.,
an Idaho limited liability company

By: _____
Name: J. Thomas Ahlquist
Its: Manager

State of Idaho)
) ss.
County of Ada)

This record was acknowledged before me on this 2nd day of February, 2021, by J. Thomas Ahlquist, as Manager of Ahlquist Development, L.L.C., the Manager of AB West Mountain Holdings, LLC.

SARA C. COUSINEAU
NOTARY
PUBLIC
Comm. No. 52200
STATE OF IDAHO

_____
NOTARY PUBLIC
Residing at Boise, ID
My Commission Expires 11/17/21

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBDIVISION

Lots 1 through 11 and 16, of Blackhawk Lake Estates Subdivision Phase 5, as filed in Book 13 of Plats at Pages 73 through —, in Valley County, Idaho, on MARCH 1, 2021,

Together with the private roads depicted thereon

Recording Requested By and
When Recorded Return to:
Clark Wardle LLP
ATTN: Geoff Wardle
251 E. Front Street, Suite 310
Boise, Idaho 83702

Instrument # 437956
VALLEY COUNTY, CASCADE, IDAHO
3-1-2021 02:29:50 PM No. of Pages: 8
Recorded for : TOMMY AHLQUIST
DOUGLAS A. MILLER Fee: 31.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORD

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SUPPLEMENTAL DECLARATION
FOR
BLACKHAWK LAKE ESTATES SUBDIVISION ANNEXING PHASE 5 LOTS

THIS SUPPLEMENTAL DECLARATION FOR BLACKHAWK LAKE ESTATES SUBDIVISION ANNEXING PHASE 5 LOTS ("**Supplemental Declaration**") is made effective as set forth below, by AB Phase 5, Inc., an Idaho corporation, and Blackhawk Lake Property Owner's Association, Inc., an Idaho non-profit corporation ("**Association**"), the property owners' association created and established by L.B. Industries, Inc.

WHEREAS, L.B. Industries, Inc., recorded that certain Blackhawk Lake Subdivision Declaration of Covenants, Conditions and Restrictions in the official records of Valley County, Idaho as Instrument No. 198036 on August 10, 1993 ("**Original Declaration**"); and

WHEREAS, the Original Declaration was amended by that certain First Amendment to the Blackhawk Lake Subdivision Declaration of Covenants, Conditions and Restrictions, which was recorded in the official records of Valley County, Idaho as Instrument No. 198649 on September 3, 1993; and

WHEREAS, the Original Declaration, as amended, again was amended, this time by that certain Second Amendment to the Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions that was recorded in the official records of Valley County, Idaho as Instrument No. 217382 on April 8, 1996; and

WHEREAS, the Original Declaration, as amended, again was amended, this time by that certain Third Amendment to the Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions that was recorded in the official records of Valley County, Idaho as Instrument No. 222413 on November 6, 1996; and

WHEREAS, L.B. Industries, Inc., recorded that certain Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, which was recorded in the official records of Valley County, Idaho, on November 6, 1996, as Instrument No. 222414 ("**Restated Declaration**"), and superseded the Original Declaration, as amended; and

WHEREAS, the Restated Declaration was amended by that certain First Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions, which was recorded in the official records of Valley County, Idaho as Instrument No. 231370 on August 4, 1998; and

WHEREAS, the Restated Declaration, as amended, again was amended, this time by that certain Second Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions that was recorded in the official records of Valley County, Idaho as Instrument No. 249609 on September 7, 2000, as instrument no. 249609; and

WHEREAS, the Restated Declaration, as amended, again was amended, this time by that certain Third Amendment to the Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions that was recorded in the official records of Valley County, Idaho as Instrument No. 291277 on January 6, 2005; and

WHEREAS, L.B. Industries, Inc., as the developer of the Blackhawk Lake Estates Subdivision ("**BLE Subdivision**"), reserved to itself certain rights related to the development of BLE Subdivision, including the annexation of future development phases into BLE Subdivision, thereby making such future phases subject to the Restated Declaration, as amended; and

WHEREAS, by that certain Assignment and Assumption of Declarant Rights that was recorded in the official records of Valley County as Instrument No. 291285 on January 6, 2005, and then again recorded (to include the signatures of both parties to the Assignment and Assumption of Declarant Rights) as Instrument No. 292256 on February 4, 2005, L.B. Industries, Inc., assigned its rights as "declarant" to Sage SGI, L.L.C., an Idaho limited liability company ("**Successor Declarant**"), which accepted such rights from L.B. Industries, Inc.; and

WHEREAS, the Association approved, pursuant to a vote of its Members, that certain 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions that was recorded in the official records of Valley County, Idaho as Instrument No. 338125 on January 16, 2009 ("**2008 Declaration**"), which was consented to in writing and signed by Sage SGI, L.L.C., Blackhawk Partners, LLC, and L.B. Industries, Inc., to confirm that any property owned by them and subjected to the Original Declaration would be subject to the 2008 Declaration; and

WHEREAS, the 2008 Declaration was amended by that certain First Amendment to 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions that was recorded in the official records of Valley County, Idaho as Instrument No. 348196 on December 23, 2009; and

WHEREAS, the 2008 Declaration, as amended, again was amended, this time by that certain Amendment 2 to [*sic*] 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions to Increase the Speed Limit for Snowmobiles, ATVs, Motorcycles, etc. to 25MPH that was recorded in the official records of Valley County, Idaho as Instrument No. 355877 on October 25, 2010; and

WHEREAS, the 2008 Declaration, as amended, again was amended, this time by that certain Amendment 1 [*sic*] to the 2008 Amended and Restated Blackhawk Lake Estates Declaration of Covenants, Conditions and Restrictions to Extend the Acceptable Parking Period for Trailers and Motor Vehicles that was recorded in the official records of Valley County, Idaho as Instrument No. 355878 on October 25, 2010; and

WHEREAS, the 2008 Declaration has been further amended, modified, and replaced and superseded by the Blackhawk Lake Estates 2018 Amended and Restated Declaration of Covenants, Conditions, and Restrictions recorded as Instrument No. 415999 ("**2018 Declaration**"); and

WHEREAS, pursuant to Section 2.2.17 of the 2018 Declaration, the Association has the right and the obligation to include certain additional land, specifically to include the land comprising the Annexation Property, as that term is defined hereinafter; and

WHEREAS, pursuant to that Settlement Agreement and Court Order, a copy of which was attached to that certain Affidavit of Chas. F. McDevitt that was recorded on November 15, 2012 in the official records of Canyon County, Idaho as Instrument No. 2012-051238, and the Amended Affidavit of Chas. F. McDevitt, which was recorded on November 27, 2012 in the official records of Valley County, Idaho as Instrument No. 373867 ("**Settlement Agreement**"), it was contemplated that up to ten (10) lots in Phase 5 of Blackhawk Lake Estates would be annexed into and made a part of the Association and subject to the Declaration, as amended; and

WHEREAS, AB Phase 5, Inc., has developed certain real property located adjacent to the BLE Subdivision in Valley County, Idaho, including four (4) lots that AB Phase 5, Inc., which now desires to annex into Blackhawk Lake Estates and make subject to the Declaration, consisting of particularly described as:

Lots 12, 13, 14, and 15, shown on the plat of Blackhawk Lake Estates Subdivision - Phase 5 ("**Phase 5 Plat**"), which was recorded in the official records of Valley County, Idaho on MARCH 1, 2021, as Instrument No. 437952 on Pages 73 of Book 13 of Plats, together with that certain real property in Lot 14 on the Phase 5 Plat that is depicted as "EMERGENCY ACCESS EASEMENT 0.61 AC," and that certain real property located in Lot 13 on the Phase 5 Plat as "NON-MOTORIZED PEDESTRIAN EASEMENT 0.12 ACRES"

(collectively, the "**Annexation Property**"); and

WHEREAS, the Phase 5 Plat includes certain additional property that AB Phase 5, Inc., is developing that is not being annexed into BLE Subdivision but that will be developed separately as East View Subdivision ("**East View Subdivision**"); and

WHEREAS, Blackhawk Lake Drive is depicted on the Phase 5 Plat ("**Blackhawk Lake Drive**"). Lots 12, 13, 14 and 15, shown on the Phase 5 Plat, are part of Blackhawk Lake Estates. The remainder of the Lots shown on the Phase 5 Plat are part of East View Subdivision. The portion of Blackhawk Lake Drive utilized only by the Annexation Property, as described at Section 6 below, is referred to as the "**BLE Portion of Blackhawk Lake Drive**". The balance of Blackhawk Lake Drive is utilized by both East View Subdivision and BLE Subdivision to provide access to lots within the respective subdivisions ("**Shared Access Road**");

WHEREAS, the Association and AB Phase 5, Inc., as owner of the Annexation Property, both desire to annex the Annexation Property into the BLE Subdivision and to subject the Annexation Property to the 2018 Declaration, and to this Supplemental Declaration; and

WHEREAS, the Association has approved the annexation of the Annexation Property into the Subdivision, by a vote of its Board of Directors, pursuant to Sections 2.2.17 and 7.4 of the 2018 Declaration, authorizing the recording of this Supplemental Declaration.

NOW, THEREFORE, Association and AB Phase 5, Inc., now make this Supplemental Declaration, subject to the following:

1. **Recitals Incorporated.** The above recitals are essential to understanding and implementing the intent in making and executing this Supplemental Declaration; accordingly, the Recitals are incorporated into this Supplemental Declaration by this reference and are made a part hereof.

2. Annexation of Annexation Property. The hereinbefore described Annexation Property shall be, and hereby is, annexed into BLE Subdivision and made subject to the 2018 Declaration as of the date of recording of this Supplemental Declaration ("**Annexation Date**"). From and after the Annexation Date, the Annexation Property shall function as a part of BLE Subdivision, as set forth in the 2018 Declaration, and shall be subject to all of the provisions of the 2018 Declaration.

3. Identification of Common Areas. That certain real property identified as the "EMERGENCY ACCESS EASEMENT 0.555 AC," and the "NON-MOTORIZED PEDESTRIAN EASEMENT 0.105 ACRES" are designated and identified as "**Common Areas**," consistent with the definition of that term contained in Section 2.2.5 of the 2018 Declaration, and made subject to the provisions of the 2018 Declaration, applicable to Common Areas, including (without limitation) Paragraphs 3.25 and 3.26 of the 2018 Declaration.

4. Membership in the Association. The Owner of each of the Lots included in the Annexed Property shall be a Member of the Association, with all of the same rights, privileges, and obligations as all other Members of the Association.

5. Supplemental Easements. In addition to all easements created, granted, and reserved under the 2018 Declaration, and in addition to those easements created, granted, and reserved on the Phase 5 Plat and other plats of BLE Subdivision, there hereby are reserved for the use and benefit of the Association and its members, and granted for the use and benefit of each Lot in BLE Subdivision, including (without limitation) each lot in the Annexation Property, and for the use and benefit of each Owner and Occupant and their respective successors and assigns, for purposes incident to such use, development, and maintenance of BLE Subdivision, including (without limitation), after the Annexation Date, the Annexation Property, the following permanent, perpetual, non-exclusive easements:

> For the benefit and use of the Association, its members, and their respective agents, contractors, and employees, and any Owner or Occupant, an easement across Lot 14, specifically that certain real property in Lot 14 on the Phase 5 Plat that is depicted as "EMERGENCY ACCESS EASEMENT 0.555 AC;" and
>
> For the benefit and use of the Association, its members, and their respective agents, contractors, and employees, and any Owner or Occupant, an easement across Lot 13, specifically that certain real property located in Lot 13 on the Phase 5 Plat as "NON-MOTORIZED PEDESTRIAN EASEMENT 0.105 ACRES;" and

For the benefit and use of the Association, its members, and their respective agents, contractors, and employees, and any Owner or Occupant, an easement over and across Blackhawk Lake Drive as depicted on the Phase 5 Plat for ingress and egress.

6. BLE Portion of Blackhawk Drive. AB Phase 5, Inc. shall be responsible for constructing and installing Blackhawk Lake Drive as depicted on the Phase 5 Plat, and the gate located thereon. Upon completion of those improvements, AB Phase 5, Inc., shall convey to the Association title to that portion of Blackhawk Lake Drive north of the gate, together with the gate, all of which shall be the "BLE Portion of Blackhawk Lake Drive". The Association shall be responsible for maintaining, repairing, removing, and replacing the improvements located within the BLE Portion of Blackhawk Lake Drive thereafter.

7. Shared Maintenance. The Association and the East View Homeowners' Association, Inc., shall share in the cost of maintaining, repairing, removing, and replacing the Shared Access Road, thereon as depicted on the Phase 5 Plat, pursuant to the terms of the Road Maintenance Agreement executed by the Association and AB Phase 5, Inc.

8. Definitions. Each of the capitalized terms used in this Supplemental Declaration that is not defined herein shall have the meaning ascribed to it in the 2018 Declaration.

9. Survival of Remaining Terms of 2018 Declaration. Except as otherwise expressly supplemented herein, the 2018 Declaration shall remain in full force and effect.

THIS SUPPLEMENTAL DECLARATION IS SIGNED AND ACKNOWLEDGED BY AB PHASE 5, INC., AS THE OWNER OF THE ANNEXATION PROPERTY, AND BY THE ASSOCIATION, AS AUTHORIZED BY THE 2018 DECLARATION, the date first written below, and effective upon it being recorded in the official records of Valley County, Idaho.

[EXECUTION PAGE(S) FOLLOW(S)]

AB Phase 5, Inc., an Idaho corporation

By: _____
J. Thomas Ahlquist, President

State of Idaho)
) ss.
County of Ada)

This record was acknowledged before me on February 2, 2021 by J. Thomas Ahlquist as the President of AB Phase 5 Inc., the Idaho corporation that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

SARA C. COUSINEAU
NOTARY
PUBLIC
Comm. No. 52200
STATE OF IDAHO

_____
NOTARY PUBLIC
Residing at Boise, ID
My Commission Expires 11/17/21

For the Association:

Blackhawk Lake
Property Owner's Association, Inc.,

By: Walt Sledzieski

Printed Name: WALT SLEDZIESKI

Title: PRESIDENT, BLACKHAWK LAKE ESTATES POA

STATE OF IDAHO)
) ss.
County of Valley)

This record was acknowledged before me on 1/21/2021 by Walt Sledzieski, as President of the Blackhawk Lake Property Owner's Association, Inc.

HEATHER POTTS NOTARY PUBLIC Comm No. 65459 STATE OF IDAHO

[NOTARY SEAL]

Signature of Notary Public

My Commission expires: 4/23/2021