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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**

Ex-Officio Recorder Deputy

Index to: PLAT

Fee: 10.00

### HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 16, Chapter 12 have been satisfied. Sanitary facilities are provided in accordance with Section 24, 1226, Idaho Code, by the issuance of a certificate of disapproval.

District Health Department, ID

Reference No. **254381**

Date



**KERR SURVEYING**  
2001

### LEGEND

- 3/8" rebar found
- set 5/8" x 30" rebar w/plastic cap
- ⊕ found monument as noted
- 1/2" rebar found

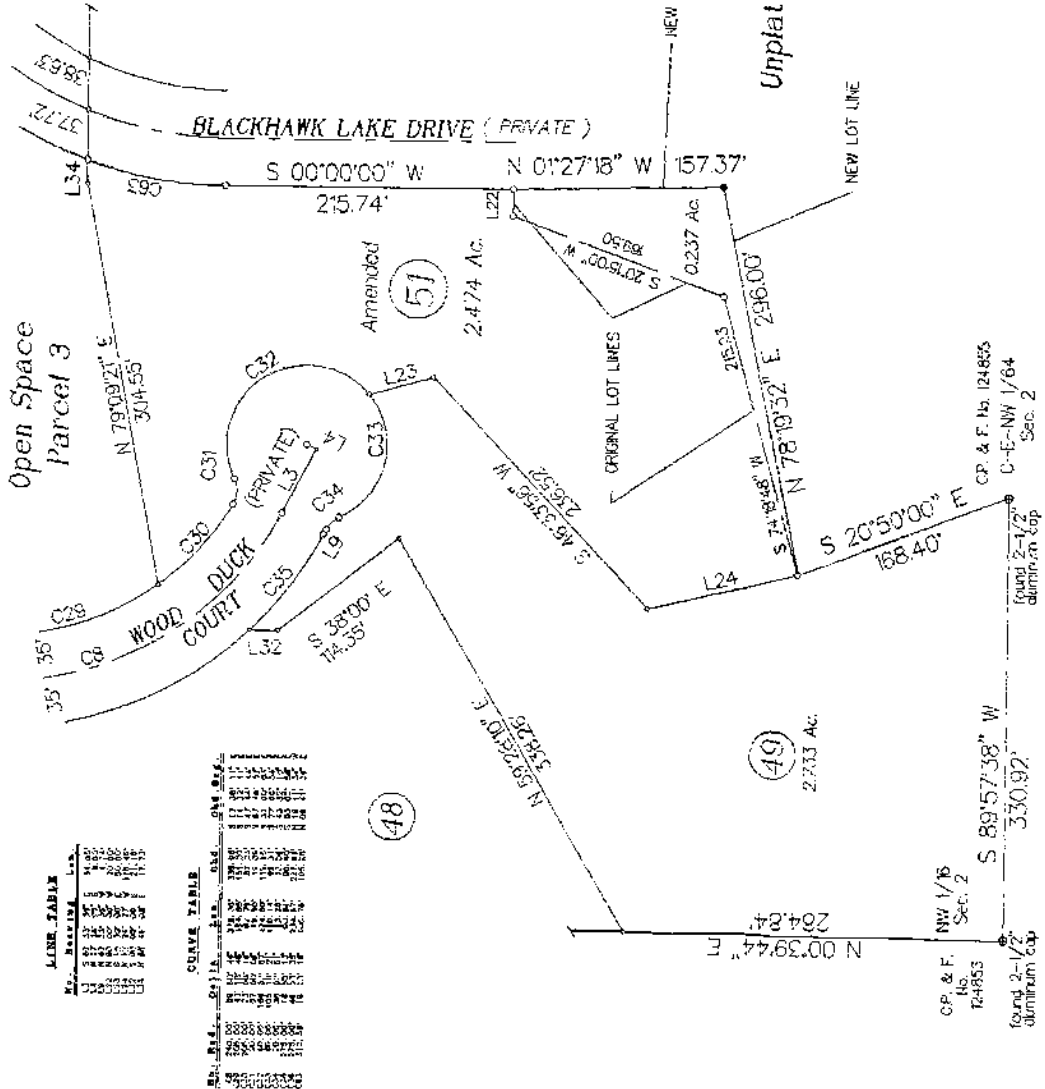
REMARKS BASED ON PLAT OF  
BLACKHAWK LAKE ESTATES, PLS. I  
12 FT UTILITY EASEMENT  
ALONG ALL ROADS

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 shall be erected until written approval is obtained from the State Board of Health. The construction of such building or shelter shall conform with the provisions of the existing rules and regulations of the State Board of Health for sewage facilities or individual private water and/or sewage facilities.

This plat is subject to compliance with L.C. Section 31-5205. Sanitation water shall be supplied to any lot herein.

SHEET 3 OF 2  
PLAT 2001



**LINE TABLE**

No.	Reading	Lat.	Dist.	Old	Dist.	Old
1	...	...	...	...	...	...
2	...	...	...	...	...	...
3	...	...	...	...	...	...
4	...	...	...	...	...	...
5	...	...	...	...	...	...
6	...	...	...	...	...	...
7	...	...	...	...	...	...
8	...	...	...	...	...	...
9	...	...	...	...	...	...
10	...	...	...	...	...	...

**CURVE TABLE**

No.	Dist.	Chord	Area	Old	Dist.	Chord	Area
1	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
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8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...





**SECOND AMENDMENT TO THE RESTATED BLACKHAWK LAKE ESTATES  
DECLARATION OF COVENANTS, CONDITIONS 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 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.

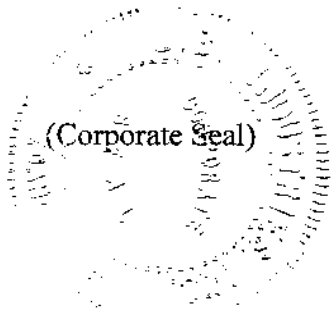
The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by written consent of the Owners of sixty-five percent (65%) of the Lots within the Subdivision, provided however, the Architectural Control Committee (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 6<sup>th</sup> day of Sept, 2000.

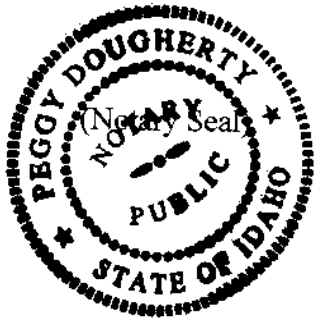
L. B. INDUSTRIES, INC.

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



State of Idaho )  
 ) ss.  
County of Ada )

On this 17<sup>th</sup> 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.



Peggy Dougherty  
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.

Revised and Restated CC&R  
Blackhawk Lakes Estates  
Effective November 1, 1996  
H:\SP\Revised Bikhwk Lake CC&R

## 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 ¼, 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 of 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:

<u>Name</u>	<u>Address</u>
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 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: (1) if intended for a Lot Owner 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.

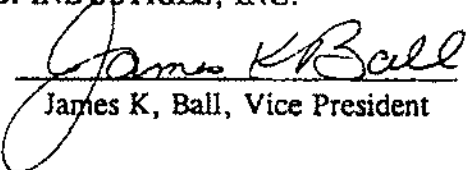
6.13 Mortgage.

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:

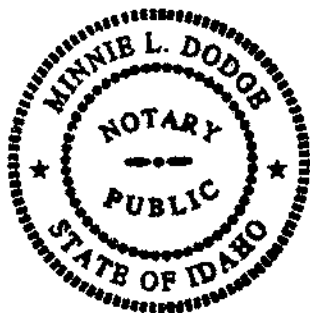
  
James K. Ball, Vice President

(Corporate Seal)

State of Idaho )  
 )ss.  
County of Ada )

On this 5<sup>th</sup> 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.

(Notary Seal)



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

222414  
T.V.L. Mine  
HEINRICH  
VALLEY COUNTY RECORDER  
BY: [Signature]  
FEE: 976.00  
'96 NOV 6 AM 11 28  
REQUESTED BY L.B. Industries  
RECORDED





**Instrument # 338358**

VALLEY COUNTY, CASCADE, IDAHO

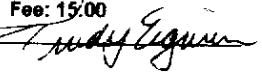
1-28-2009 04:07:36 No. of Pages: 5

Recorded for : MILLEMANN, PITTINGER, 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:

<u>NAME</u>	<u>ADDRESS</u>
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 40 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.**

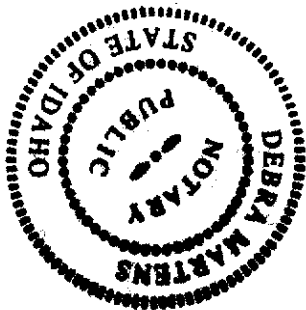
By: [Signature]  
JOHN CORBETT, President

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.


[Signature]  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 6/1/2014





**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 15<sup>th</sup> 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: [Signature] )

Its: President

By: [Signature]

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.



[Signature]

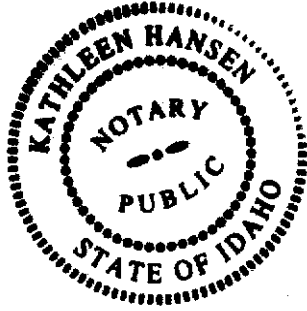
Notary Public for Idaho  
Residing at: Ada County, Idaho  
Commission Expires:

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.

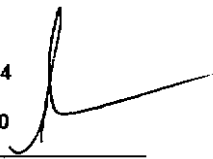
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate first above written.



Kathleen Hansen  
Notary Public 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 15<sup>th</sup> 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: [Signature]

Its: President

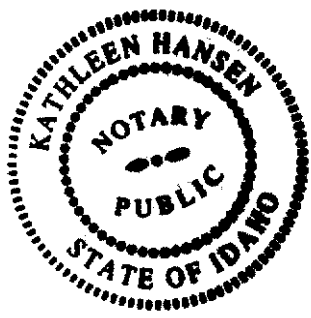
By: [Signature]

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.

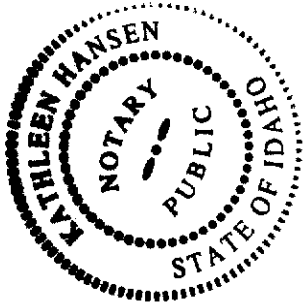
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
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, ~~me Kathleen Hansen~~ Kathleen Hansen Notary Public in and for said State, personally appeared me 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 for Idaho

Residing at: Ada County Idaho

Commission Expires:

April 6, 2012





**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 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 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 to 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 of 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.
- (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 proscribed 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, dock, 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 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 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: (1) 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]*









# THE RESERVE AT BLACKHAWK LAKE

including unplatted land and a replot 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 Hail Parcel, Parcel C,  
and in the SE 1/4 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 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  
corner of the west corner common to Lot 29 and Lot 30, 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, 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. 89°07'40" W., 194.56 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, deflection angle is 51°45', and whose long  
chord bears S. 70°05'52" W., 519.25 feet to a 5/8 rebar.

Thence, S. 08°17'29" 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 Hail Parcel,  
thence, N. 85°42'02" W., 571.80 feet along the line common to said Lot 28  
and Parcel C, to a 5/8 rebar on the high water line of Blackhawk  
Lake.

Un-platted Hail Parcel to a 5/8 rebar on the high water line of Blackhawk  
Lake, along said high water line the following courses:

N. 11°11'08" W., 42.65 feet,  
N. 28°53'22" W., 76.21 feet,  
N. 33°28'27" W., 95.50 feet,  
N. 37°58'27" W., 114.79 feet,  
N. 47°04'00" W., 133.94 feet,  
N. 55°50'00" W., 152.72 feet,  
N. 64°00'00" W., 171.50 feet,  
N. 72°00'00" W., 190.25 feet,  
N. 80°00'00" E., 209.00 feet,  
N. 88°00'00" E., 227.75 feet,  
N. 96°00'00" E., 246.50 feet,  
N. 104°00'00" E., 265.25 feet,  
N. 112°00'00" E., 284.00 feet,  
N. 120°00'00" E., 302.75 feet,  
N. 128°00'00" E., 321.50 feet,  
N. 136°00'00" E., 340.25 feet,  
N. 144°00'00" E., 359.00 feet,  
N. 152°00'00" E., 377.75 feet,  
N. 160°00'00" E., 396.50 feet,  
N. 168°00'00" E., 415.25 feet,  
N. 176°00'00" E., 434.00 feet,  
N. 184°00'00" E., 452.75 feet,  
N. 192°00'00" E., 471.50 feet,  
N. 200°00'00" E., 490.25 feet,  
N. 208°00'00" E., 509.00 feet,  
N. 216°00'00" E., 527.75 feet,  
N. 224°00'00" E., 546.50 feet,  
N. 232°00'00" E., 565.25 feet,  
N. 240°00'00" E., 584.00 feet,  
N. 248°00'00" E., 602.75 feet,  
N. 256°00'00" E., 621.50 feet,  
N. 264°00'00" E., 640.25 feet,  
N. 272°00'00" E., 659.00 feet,  
N. 280°00'00" E., 677.75 feet,  
N. 288°00'00" E., 696.50 feet,  
N. 296°00'00" E., 715.25 feet,  
N. 304°00'00" E., 734.00 feet,  
N. 312°00'00" E., 752.75 feet,  
N. 320°00'00" E., 771.50 feet,  
N. 328°00'00" E., 790.25 feet,  
N. 336°00'00" E., 809.00 feet,  
N. 344°00'00" E., 827.75 feet,  
N. 352°00'00" E., 846.50 feet,  
N. 360°00'00" E., 865.25 feet,  
N. 368°00'00" E., 884.00 feet,  
N. 376°00'00" E., 902.75 feet,  
N. 384°00'00" E., 921.50 feet,  
N. 392°00'00" E., 940.25 feet,  
N. 400°00'00" E., 959.00 feet,  
N. 408°00'00" E., 977.75 feet,  
N. 416°00'00" E., 996.50 feet,  
N. 424°00'00" E., 1015.25 feet,  
N. 432°00'00" E., 1034.00 feet,  
N. 440°00'00" E., 1052.75 feet,  
N. 448°00'00" E., 1071.50 feet,  
N. 456°00'00" E., 1090.25 feet,  
N. 464°00'00" E., 1109.00 feet,  
N. 472°00'00" E., 1127.75 feet,  
N. 480°00'00" E., 1146.50 feet,  
N. 488°00'00" E., 1165.25 feet,  
N. 496°00'00" E., 1184.00 feet,  
N. 504°00'00" E., 1202.75 feet,  
N. 512°00'00" E., 1221.50 feet,  
N. 520°00'00" E., 1240.25 feet,  
N. 528°00'00" E., 1259.00 feet,  
N. 536°00'00" E., 1277.75 feet,  
N. 544°00'00" E., 1296.50 feet,  
N. 552°00'00" E., 1315.25 feet,  
N. 560°00'00" E., 1334.00 feet,  
N. 568°00'00" E., 1352.75 feet,  
N. 576°00'00" E., 1371.50 feet,  
N. 584°00'00" E., 1390.25 feet,  
N. 592°00'00" E., 1409.00 feet,  
N. 600°00'00" E., 1427.75 feet,  
N. 608°00'00" E., 1446.50 feet,  
N. 616°00'00" E., 1465.25 feet,  
N. 624°00'00" E., 1484.00 feet,  
N. 632°00'00" E., 1502.75 feet,  
N. 640°00'00" E., 1521.50 feet,  
N. 648°00'00" E., 1540.25 feet,  
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N. 776°00'00" E., 1840.25 feet,  
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N. 792°00'00" E., 1877.75 feet,  
N. 800°00'00" E., 1896.50 feet,  
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N. 816°00'00" E., 1934.00 feet,  
N. 824°00'00" E., 1952.75 feet,  
N. 832°00'00" E., 1971.50 feet,  
N. 840°00'00" E., 1990.25 feet,  
N. 848°00'00" E., 2009.00 feet,  
N. 856°00'00" E., 2027.75 feet,  
N. 864°00'00" E., 2046.50 feet,  
N. 872°00'00" E., 2065.25 feet,  
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N. 1896°00'00" E., 4465.25 feet,  
N. 1904°00'00" E., 4484.00 feet,  
N. 1912°00'00" E., 4502.75 feet,  
N. 1920°00'00" E., 4521.50 feet,  
N. 1928°00'00" E., 4540.25 feet,  
N. 1936°00'00" E., 4559.00 feet,  
N. 1944°00'00" E., 4577.75 feet,  
N. 1952°00'00" E., 4596.50 feet,  
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N. 1968°00'00" E., 4634.00 feet,  
N. 1976°00'00" E., 4652.75 feet,  
N. 1984°00'00" E., 4671.50 feet,  
N. 1992°00'00" E., 4690.25 feet,  
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N. 2008°00'00" E., 4727.75 feet,  
N. 2016°00'00" E., 4746.50 feet,  
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N. 2296°00'00" E., 5402.75 feet,  
N. 2304°00'00" E., 5421.50 feet,  
N. 2312°00'00" E., 5440.25 feet,  
N. 2320°00'00" E., 5459.00 feet,  
N. 2328°00'00" E., 5477.75 feet,  
N. 2336°00'00" E., 5496.50 feet,  
N. 2344°00'00" E., 5515.25 feet,  
N. 2352°00'00" E., 5534.00 feet,  
N. 2360°00'00" E., 5552.75 feet,  
N. 2368°00'00" E., 5571.50 feet,  
N. 2376°00'00" E., 5590.25 feet,  
N. 2384°00'00" E., 5609.00 feet,  
N. 2392°00'00" E., 5627.75 feet,  
N. 2400°00'00" E., 5646.50 feet,  
N. 2408°00'00" E., 5665.25 feet,  
N. 2416°00'00" E., 5684.00 feet,  
N. 2424°00'00" E., 5702.75 feet,  
N. 2432°00'00" E., 5721.50 feet,  
N. 2440°00'00" E., 5740.25 feet,  
N. 2448°00'00" E., 5759.00 feet,  
N. 2456°00'00" E., 5777.75 feet,  
N. 2464°00'00" E., 5796.50 feet,  
N. 2472°00'00" E., 5815.25 feet,  
N. 2480°00'00" E., 5834.00 feet,  
N. 2488°00'00" E., 5852.75 feet,  
N. 2496°00'00" E., 5871.50 feet,  
N. 2504°00'00" E., 5890.25 feet,  
N. 2512°00'00" E., 5909.00 feet,  
N. 2520°00'00" E., 5927.75 feet,  
N. 2528°00'00" E., 5946.50 feet,  
N. 2536°00'00" E., 5965.25 feet,  
N. 2544°00'00" E., 5984.00 feet,  
N. 2552°00'00" E., 6002.75 feet,  
N. 2560°00'00" E., 6021.50 feet,  
N. 2568°00'00" E., 6040.25 feet,  
N. 2576°00'00" E., 6059.00 feet,  
N. 2584°00'00" E., 6077.75 feet,  
N. 2592°00'00" E., 6096.50 feet,  
N. 2600°00'00" E., 6115.25 feet,  
N. 2608°00'00" E., 6134.00 feet,  
N. 2616°00'00" E., 6152.75 feet,  
N. 2624°00'00" E., 6171.50 feet,  
N. 2632°00'00" E., 6190.25 feet,  
N. 2640°00'00" E., 6209.00 feet,  
N. 2648°00'00" E., 6227.75 feet,  
N. 2656°00'00" E., 6246.50 feet,  
N. 2664°00'00" E., 6265.25 feet,  
N. 2672°00'00" E., 6284.00 feet,  
N. 2680°00'00" E., 6302.75 feet,  
N. 2688°00'00" E., 6321.50 feet,  
N. 2696°00'00" E., 6340.25 feet,  
N. 2704°00'00" E., 6359.00 feet,  
N. 2712°00'00" E., 6377.75 feet,  
N. 2720°00'00" E., 6396.50 feet,  
N. 2728°00'00" E., 6415.25 feet,  
N. 2736°00'00" E., 6434.00 feet,  
N. 2744°00'00" E., 6452.75 feet,  
N. 2752°00'00" E., 6471.50 feet,  
N. 2760°00'00" E., 6490.25 feet,  
N. 2768°00'00" E., 6509.00 feet,  
N. 2776°00'00" E., 6527.75 feet,  
N. 2784°00'00" E., 6546.50 feet,  
N. 2792°00'00" E., 6565.25 feet,  
N. 2800°00'00" E., 6584.00 feet,  
N. 2808°00'00" E., 6602.75 feet,  
N. 2816°00'00" E., 6621.50 feet,  
N. 2824°00'00" E., 6640.25 feet,  
N. 2832°00'00" E., 6659.00 feet,  
N. 2840°00'00" E., 6677.75 feet,  
N. 2848°00'00" E., 6696.50 feet,  
N. 2856°00'00" E., 6715.25 feet,  
N. 2864°00'00" E., 6734.00 feet,  
N. 2872°00'00" E., 6752.75 feet,  
N. 2880°00'00" E., 6771.50 feet,  
N. 2888°00'00" E., 6790.25 feet,  
N. 2896°00'00" E., 6809.00 feet,  
N. 2904°00'00" E., 6827.75 feet,  
N. 2912°00'00" E., 6846.50 feet,  
N. 2920°00'00" E., 6865.25 feet,  
N. 2928°00'00" E., 6884.00 feet,  
N. 2936°00'00" E., 6902.75 feet,  
N. 2944°00'00" E., 6921.50 feet,  
N. 2952°00'00" E., 6940.25 feet,  
N. 2960°00'00" E., 6959.00 feet,  
N. 2968°00'00" E., 6977.75 feet,  
N. 2976°00'00" E., 6996.50 feet,  
N. 2984°00'00" E., 7015.25 feet,  
N. 2992°00'00" E., 7034.00 feet,  
N. 3000°00'00" E., 7052.75 feet,  
N. 3008°00'00" E., 7071.50 feet,  
N. 3016°00'00" E., 7090.25 feet,  
N. 3024°00'00" E., 7109.00 feet,  
N. 3032°00'00" E., 7127.75 feet,  
N. 3040°00'00" E., 7146.50 feet,  
N. 3048°00'00" E., 7165.25 feet,  
N. 3056°00'00" E., 7184.00 feet,  
N. 3064°00'00" E., 7202.75 feet,  
N. 3072°00'00" E., 7221.50 feet,  
N. 3080°00'00" E., 7240.25 feet,  
N. 3088°00'00" E., 7259.00 feet,  
N. 3096°00'00" E., 7277.75 feet,  
N. 3104°00'00" E., 7296.50 feet,  
N. 3112°00'00" E., 7315.25 feet,  
N. 3120°00'00" E., 7334.00 feet,  
N. 3128°00'00" E., 7352.75 feet,  
N. 3136°00'00" E., 7371.50 feet,  
N. 3144°00'00" E., 7390.25 feet,  
N. 3152°00'00" E., 7409.00 feet,  
N. 3160°00'00" E., 7427.75 feet,  
N. 3168°00'00" E., 7446.50 feet,  
N. 3176°00'00" E., 7465.25 feet,  
N. 3184°00'00" E., 7484.00 feet,  
N. 3



# 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., BM.,  
Valley County, Idaho

PLATE 1

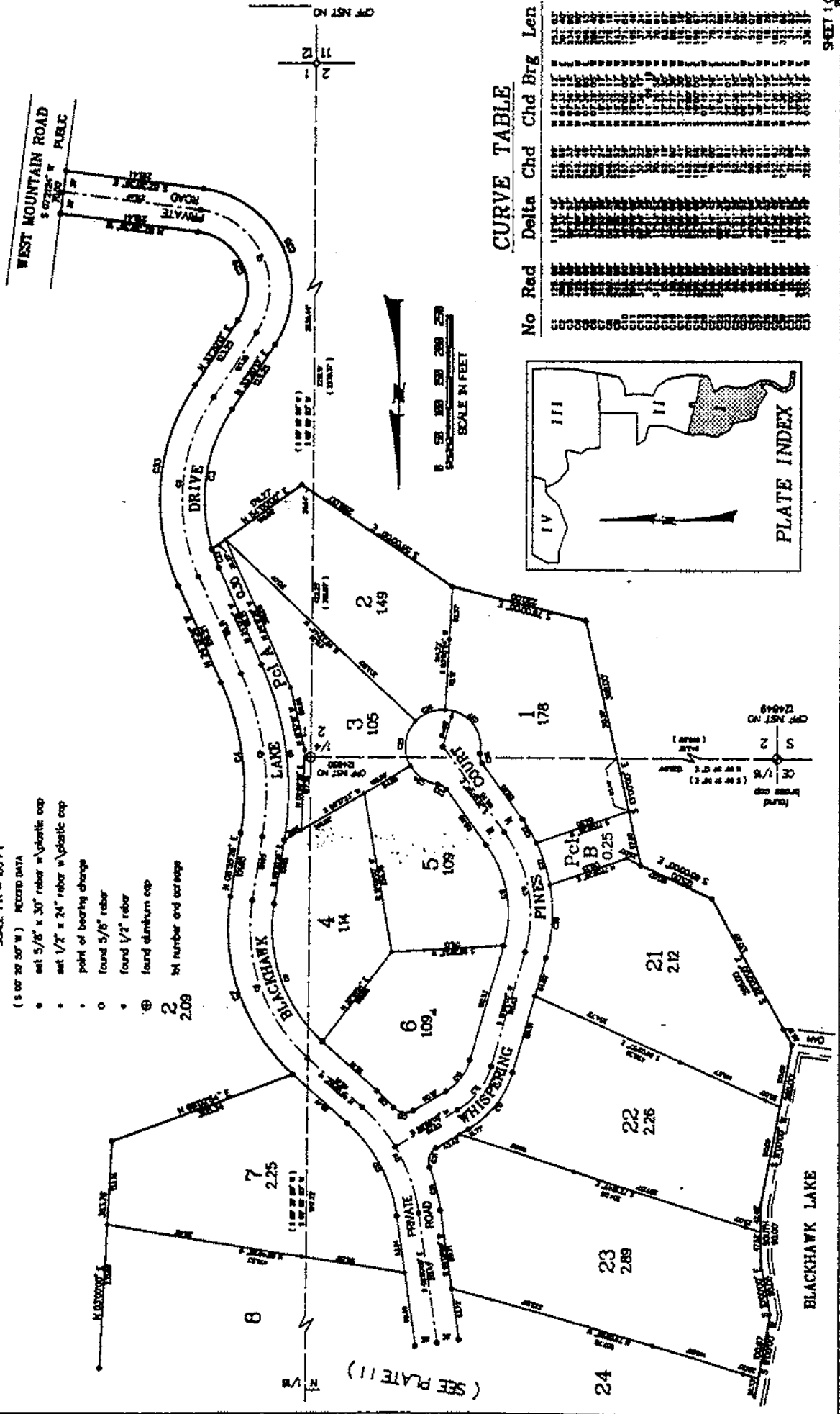
BEARINGS BASED ON PLAT OF  
BLACKHAWK LAKE ESTATES

SCALE 1 IN = 100 FT

- (S 00 30' 30" 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 datum cap
- 2 209 lot number and acreage

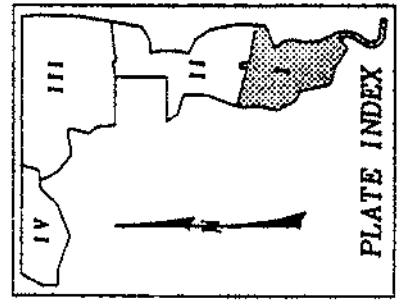
This plat is filed to amend the Blackhawk Lake Estates plat filed in Book 8, on Page 54, of Plats of Valley County, Idaho.

KERR SURVEYING  
1994



**CURVE TABLE**

No	Rad	Delta	Chd	Brg	Len
1	112.5	112.5	112.5	112.5	112.5
2	112.5	112.5	112.5	112.5	112.5
3	112.5	112.5	112.5	112.5	112.5
4	112.5	112.5	112.5	112.5	112.5
5	112.5	112.5	112.5	112.5	112.5
6	112.5	112.5	112.5	112.5	112.5
7	112.5	112.5	112.5	112.5	112.5
8	112.5	112.5	112.5	112.5	112.5
9	112.5	112.5	112.5	112.5	112.5
10	112.5	112.5	112.5	112.5	112.5
11	112.5	112.5	112.5	112.5	112.5
12	112.5	112.5	112.5	112.5	112.5
13	112.5	112.5	112.5	112.5	112.5
14	112.5	112.5	112.5	112.5	112.5
15	112.5	112.5	112.5	112.5	112.5
16	112.5	112.5	112.5	112.5	112.5
17	112.5	112.5	112.5	112.5	112.5
18	112.5	112.5	112.5	112.5	112.5
19	112.5	112.5	112.5	112.5	112.5
20	112.5	112.5	112.5	112.5	112.5
21	112.5	112.5	112.5	112.5	112.5
22	112.5	112.5	112.5	112.5	112.5
23	112.5	112.5	112.5	112.5	112.5
24	112.5	112.5	112.5	112.5	112.5

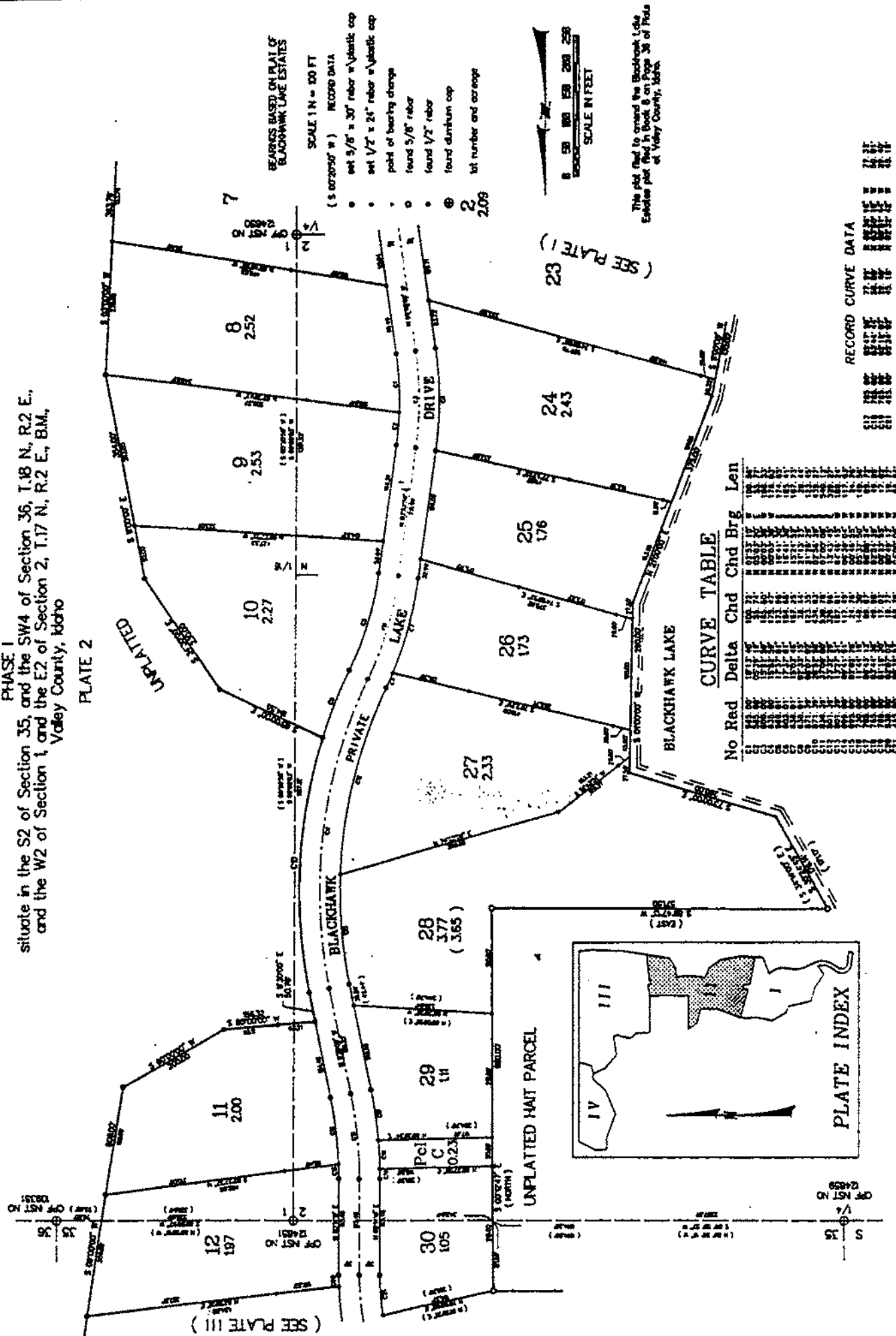


# AMENDED PLAT OF BLACKHAWK LAKE ESTATES

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

KERR SURVEYING  
1994



**CURVE TABLE**

No	Rad	Delta	Chd	Chd Brg	Len
1	100.00	180.00	100.00	0.00	157.08
2	100.00	180.00	100.00	0.00	157.08
3	100.00	180.00	100.00	0.00	157.08
4	100.00	180.00	100.00	0.00	157.08
5	100.00	180.00	100.00	0.00	157.08
6	100.00	180.00	100.00	0.00	157.08
7	100.00	180.00	100.00	0.00	157.08
8	100.00	180.00	100.00	0.00	157.08
9	100.00	180.00	100.00	0.00	157.08
10	100.00	180.00	100.00	0.00	157.08
11	100.00	180.00	100.00	0.00	157.08
12	100.00	180.00	100.00	0.00	157.08
13	100.00	180.00	100.00	0.00	157.08
14	100.00	180.00	100.00	0.00	157.08
15	100.00	180.00	100.00	0.00	157.08
16	100.00	180.00	100.00	0.00	157.08
17	100.00	180.00	100.00	0.00	157.08
18	100.00	180.00	100.00	0.00	157.08
19	100.00	180.00	100.00	0.00	157.08
20	100.00	180.00	100.00	0.00	157.08
21	100.00	180.00	100.00	0.00	157.08
22	100.00	180.00	100.00	0.00	157.08
23	100.00	180.00	100.00	0.00	157.08
24	100.00	180.00	100.00	0.00	157.08
25	100.00	180.00	100.00	0.00	157.08
26	100.00	180.00	100.00	0.00	157.08
27	100.00	180.00	100.00	0.00	157.08
28	100.00	180.00	100.00	0.00	157.08
29	100.00	180.00	100.00	0.00	157.08
30	100.00	180.00	100.00	0.00	157.08

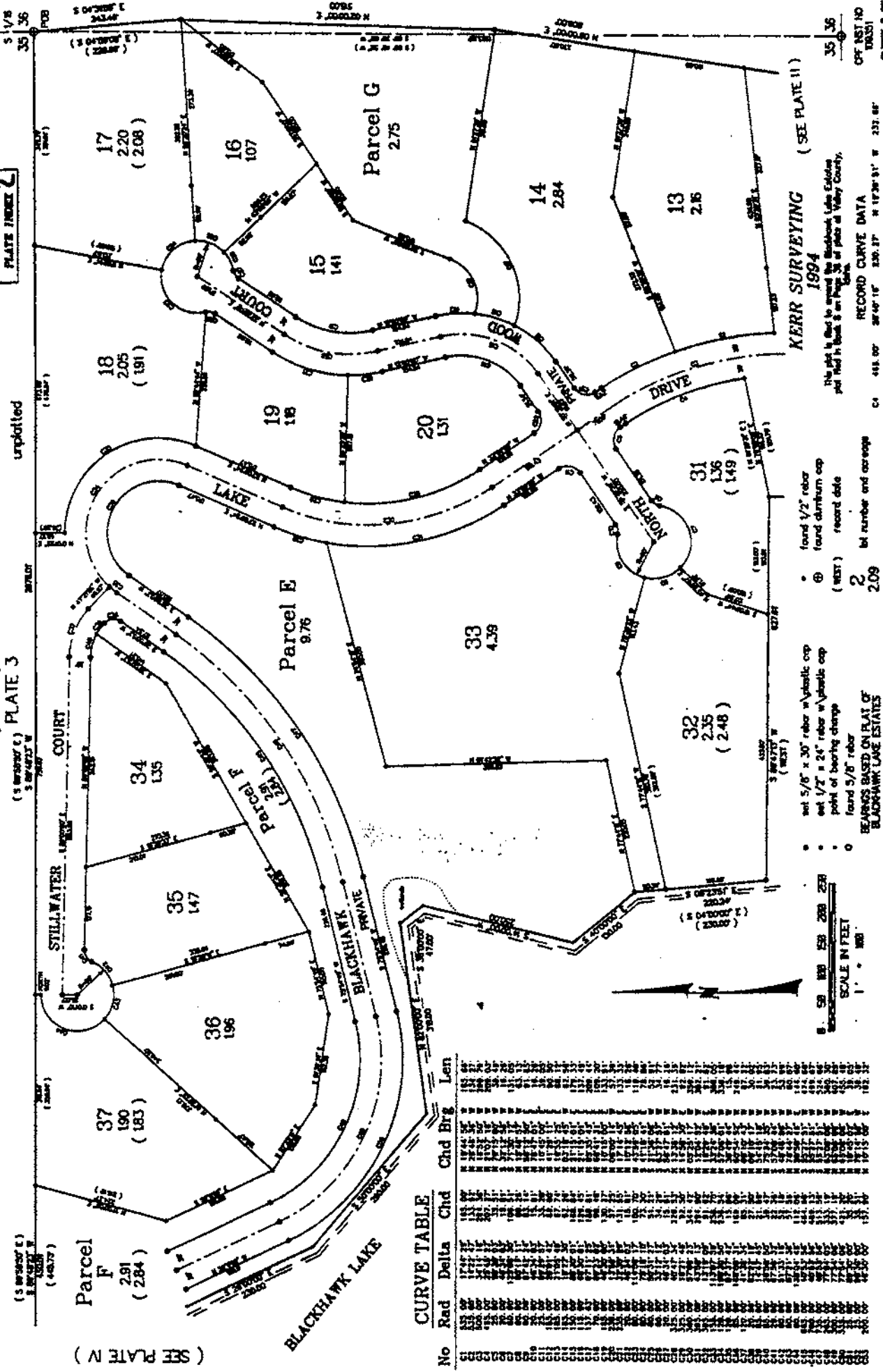
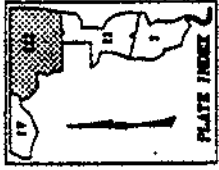
# AMENDED PLAT OF BLACKHAWK LAKE ESTATES

## 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., BM,  
Valley County, Idaho

## PLATE 3

BOOK PAGE  
OF PLATS  
FIRST NO.



KERR SURVEYING  
1994  
This plat is filed to amend the Blackhawk Lake Estates  
plat filed in Book 8 on page 33 of plat at Valley County,  
Idaho.

RECORD CURVE DATA  
C1 441.00' 20' 40" 15' 120.17' W 17' 30" 11' W 237.68'  
2  
2.09

found 1/2" rebar  
found aluminum cap  
found 5/8" x 30" rebar w/ plastic cap  
found 1/2" x 24" rebar w/ plastic cap  
point of bearing change  
found 5/8" rebar

SCALE IN FEET  
1" = 100'

(SEE PLATE IV)

No	Rad	Delta	Chd	Chd Brg	Len
1	174.11	11.11	17.41	11.11	17.41
2	174.11	11.11	17.41	11.11	17.41
3	174.11	11.11	17.41	11.11	17.41
4	174.11	11.11	17.41	11.11	17.41
5	174.11	11.11	17.41	11.11	17.41
6	174.11	11.11	17.41	11.11	17.41
7	174.11	11.11	17.41	11.11	17.41
8	174.11	11.11	17.41	11.11	17.41
9	174.11	11.11	17.41	11.11	17.41
10	174.11	11.11	17.41	11.11	17.41
11	174.11	11.11	17.41	11.11	17.41
12	174.11	11.11	17.41	11.11	17.41
13	174.11	11.11	17.41	11.11	17.41
14	174.11	11.11	17.41	11.11	17.41
15	174.11	11.11	17.41	11.11	17.41
16	174.11	11.11	17.41	11.11	17.41
17	174.11	11.11	17.41	11.11	17.41
18	174.11	11.11	17.41	11.11	17.41
19	174.11	11.11	17.41	11.11	17.41
20	174.11	11.11	17.41	11.11	17.41
21	174.11	11.11	17.41	11.11	17.41
22	174.11	11.11	17.41	11.11	17.41
23	174.11	11.11	17.41	11.11	17.41
24	174.11	11.11	17.41	11.11	17.41
25	174.11	11.11	17.41	11.11	17.41
26	174.11	11.11	17.41	11.11	17.41
27	174.11	11.11	17.41	11.11	17.41
28	174.11	11.11	17.41	11.11	17.41
29	174.11	11.11	17.41	11.11	17.41
30	174.11	11.11	17.41	11.11	17.41
31	174.11	11.11	17.41	11.11	17.41
32	174.11	11.11	17.41	11.11	17.41
33	174.11	11.11	17.41	11.11	17.41
34	174.11	11.11	17.41	11.11	17.41
35	174.11	11.11	17.41	11.11	17.41
36	174.11	11.11	17.41	11.11	17.41
37	174.11	11.11	17.41	11.11	17.41
38	174.11	11.11	17.41	11.11	17.41
39	174.11	11.11	17.41	11.11	17.41
40	174.11	11.11	17.41	11.11	17.41
41	174.11	11.11	17.41	11.11	17.41
42	174.11	11.11	17.41	11.11	17.41
43	174.11	11.11	17.41	11.11	17.41
44	174.11	11.11	17.41	11.11	17.41
45	174.11	11.11	17.41	11.11	17.41
46	174.11	11.11	17.41	11.11	17.41
47	174.11	11.11	17.41	11.11	17.41
48	174.11	11.11	17.41	11.11	17.41
49	174.11	11.11	17.41	11.11	17.41
50	174.11	11.11	17.41	11.11	17.41
51	174.11	11.11	17.41	11.11	17.41
52	174.11	11.11	17.41	11.11	17.41
53	174.11	11.11	17.41	11.11	17.41
54	174.11	11.11	17.41	11.11	17.41
55	174.11	11.11	17.41	11.11	17.41
56	174.11	11.11	17.41	11.11	17.41
57	174.11	11.11	17.41	11.11	17.41
58	174.11	11.11	17.41	11.11	17.41
59	174.11	11.11	17.41	11.11	17.41
60	174.11	11.11	17.41	11.11	17.41
61	174.11	11.11	17.41	11.11	17.41
62	174.11	11.11	17.41	11.11	17.41
63	174.11	11.11	17.41	11.11	17.41
64	174.11	11.11	17.41	11.11	17.41
65	174.11	11.11	17.41	11.11	17.41
66	174.11	11.11	17.41	11.11	17.41
67	174.11	11.11	17.41	11.11	17.41
68	174.11	11.11	17.41	11.11	17.41
69	174.11	11.11	17.41	11.11	17.41
70	174.11	11.11	17.41	11.11	17.41
71	174.11	11.11	17.41	11.11	17.41
72	174.11	11.11	17.41	11.11	17.41
73	174.11	11.11	17.41	11.11	17.41
74	174.11	11.11	17.41	11.11	17.41
75	174.11	11.11	17.41	11.11	17.41
76	174.11	11.11	17.41	11.11	17.41
77	174.11	11.11	17.41	11.11	17.41
78	174.11	11.11	17.41	11.11	17.41
79	174.11	11.11	17.41	11.11	17.41
80	174.11	11.11	17.41	11.11	17.41
81	174.11	11.11	17.41	11.11	17.41
82	174.11	11.11	17.41	11.11	17.41
83	174.11	11.11	17.41	11.11	17.41
84	174.11	11.11	17.41	11.11	17.41
85	174.11	11.11	17.41	11.11	17.41
86	174.11	11.11	17.41	11.11	17.41
87	174.11	11.11	17.41	11.11	17.41
88	174.11	11.11	17.41	11.11	17.41
89	174.11	11.11	17.41	11.11	17.41
90	174.11	11.11	17.41	11.11	17.41
91	174.11	11.11	17.41	11.11	17.41
92	174.11	11.11	17.41	11.11	17.41
93	174.11	11.11	17.41	11.11	17.41
94	174.11	11.11	17.41	11.11	17.41
95	174.11	11.11	17.41	11.11	17.41
96	174.11	11.11	17.41	11.11	17.41
97	174.11	11.11	17.41	11.11	17.41
98	174.11	11.11	17.41	11.11	17.41
99	174.11	11.11	17.41	11.11	17.41
100	174.11	11.11	17.41	11.11	17.41



# 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

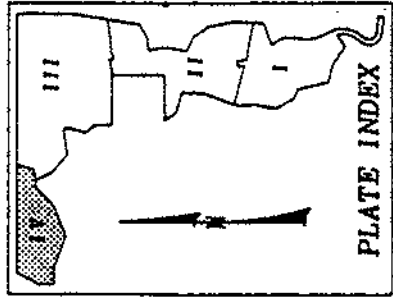
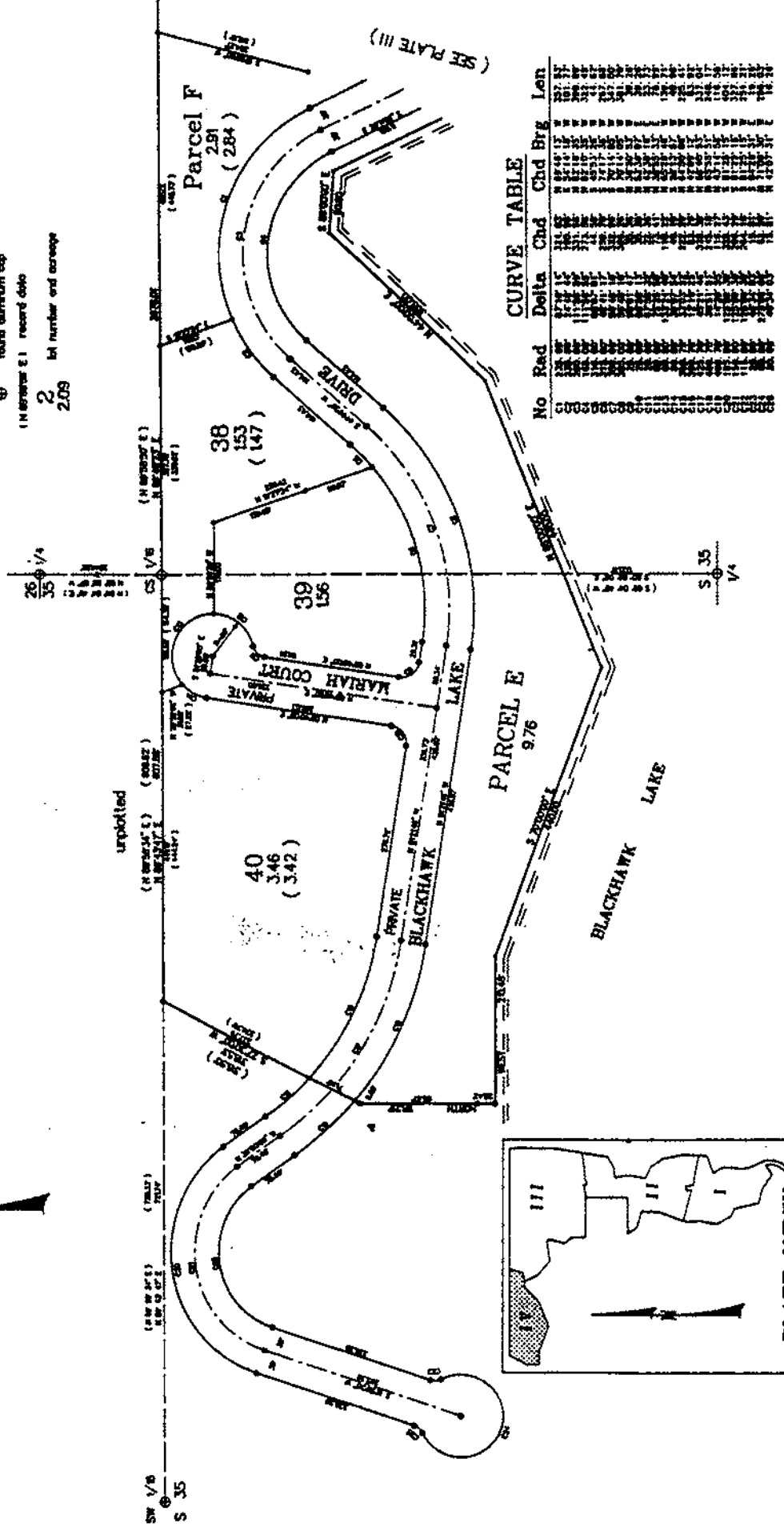
This plat is filed to amend the Blackhawk Lake  
Circles plat filed in Book 8 on Page 36 of Plats  
of Valley County, Idaho.

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
- (INCREASE E) record date
- 2
- 2.09



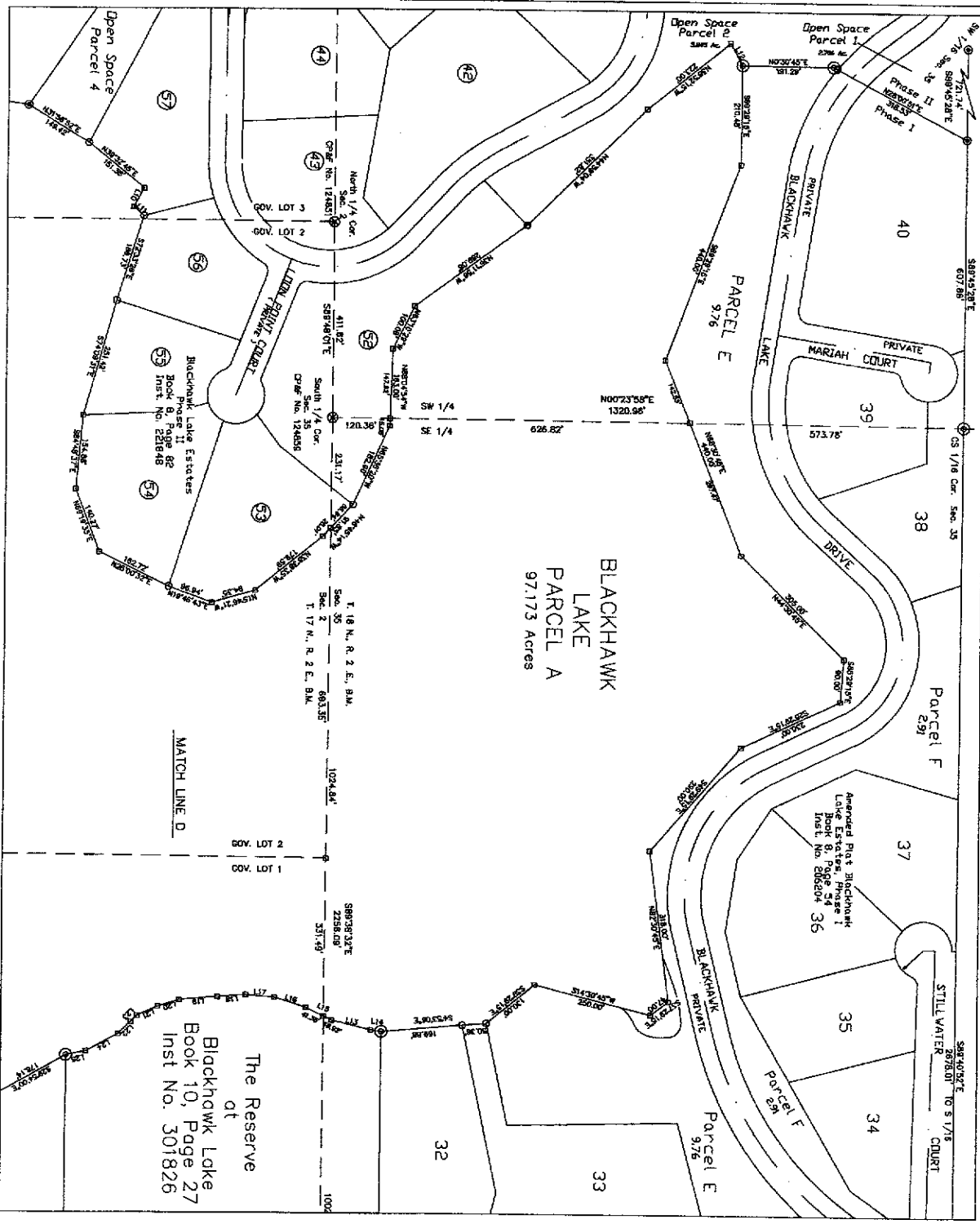






# BLACKHAWK LAKE ESTATES COMMON AREA ADDITION

Situate in Gov't Lot 4, and the SW1/4 NW1/4 of Section 1, and SE1/4 NE1/4, and the NE1/4 SE1/4 NW1/4 of Section 2, T. 17 N., R. 2 E., B.M. 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

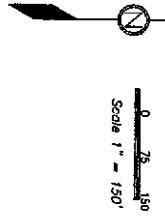


SKITTUN LAND SURVEYING, INC.  
13784 HIGHWAY 53  
MCALL, IDAHO 83638  
208-634-3696/FAX 208-634-8475

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

## CERTIFICATE OF SURVEYOR

I, **ROD M. EMMERTON**, do hereby certify that I am a Professional Land Surveyor in the State of Idaho, and that I am the author of the foregoing plat, and that the same is a true and correct representation of the facts as shown to me by the owner or owners of the land described therein, and that I am not aware of any fraud or mistake in the same, and that I am not aware of any fraud or mistake in the same, and that I am not aware of any fraud or mistake in the same.



### LEGEND

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

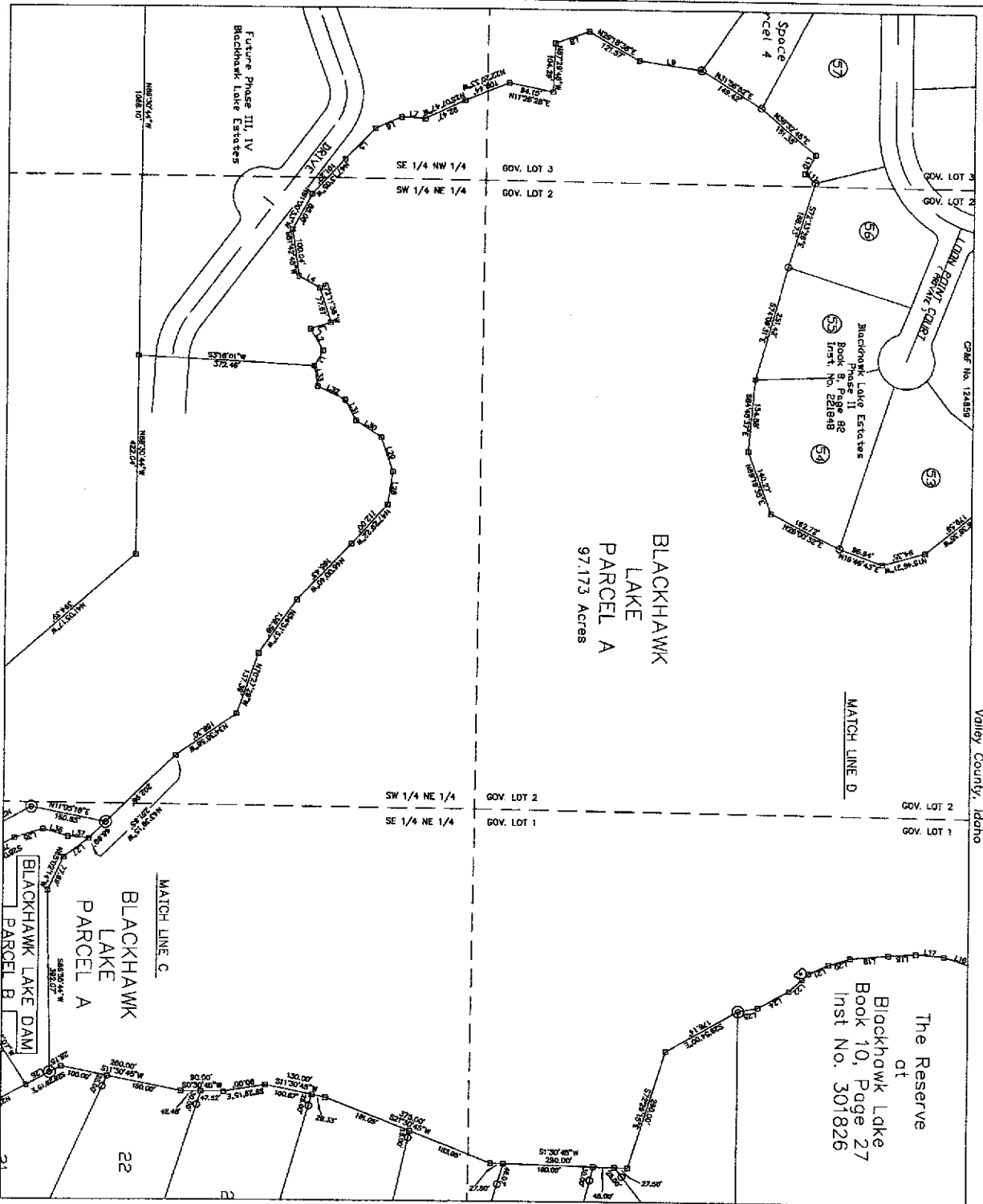
Bearings based on Plat of Blackhawk Ranch, Phase 1, Book 8, Page 83 of Plots.

### LINE TABLE

NUM	BEARING	DISTANCE
1.12	N61°30'45"E	52.00'
1.13	S13°51'14"W	84.36'
1.14	S8°20'05"W	22.23'
1.15	S25°54'36"W	80.27'
1.16	S18°08'15"W	89.32'
1.17	S44°43'54"W	60.25'
1.18	S4°10'08"E	59.25'
1.19	S4°58'50"E	86.72'
1.20	S17°22'54"E	47.04'
1.21	S24°48'21"E	47.74'
1.22	S43°59'22"E	36.67'
1.23	S43°59'22"E	18.88'
1.24	S28°53'22"E	76.21'
1.25	S11°10'08"E	42.68'

# BLACKHAWK LAKE ESTATES COMMON AREA ADDITION

Situate in Gov't Lot 4, and the SW 1/4 NW 1/4, of Section 1, and Gov't Lots 1, 2, and 3, N1/2 NE 1/4, and the NE 1/4 SE 1/4 NW 1/4 of Section 2, T. 17 N., R. 2 E., SE 1/4 SW 1/4, and the S 1/2 SE 1/4 of Section 35, and Gov't Lots 6 and 7, Section 36, T. 18 N., R. 2 E., B.M. Valley County, Idaho



BLACKHAWK  
LAKE  
PARCEL A  
97.173 ACRES

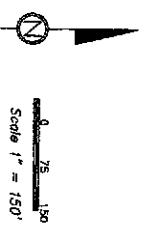
SKIFTUN LAND SURVEYING, INC.  
13784 HIGHWAY 55  
MCALL, IDAHO 83638  
208-634-3898/FAX 208-634-8475

**NOTE:**  
This plat is being prepared and recorded to allow the Blackhawk Lake Property Owner's Association, Inc. to divide its share of the lake and described common area into said association.

Book \_\_\_\_\_, Page \_\_\_\_\_

## CERTIFICATE OF SURVEYOR

I, And M. Skiptun, do hereby certify that I am a Professional Land Surveyor in the State of Idaho, duly licensed and qualified to perform the duties of a surveyor, and that the foregoing plat was drawn from the field notes of a survey in the public field under my direct supervision and accurately represents the public field and survey.



### LEGEND

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

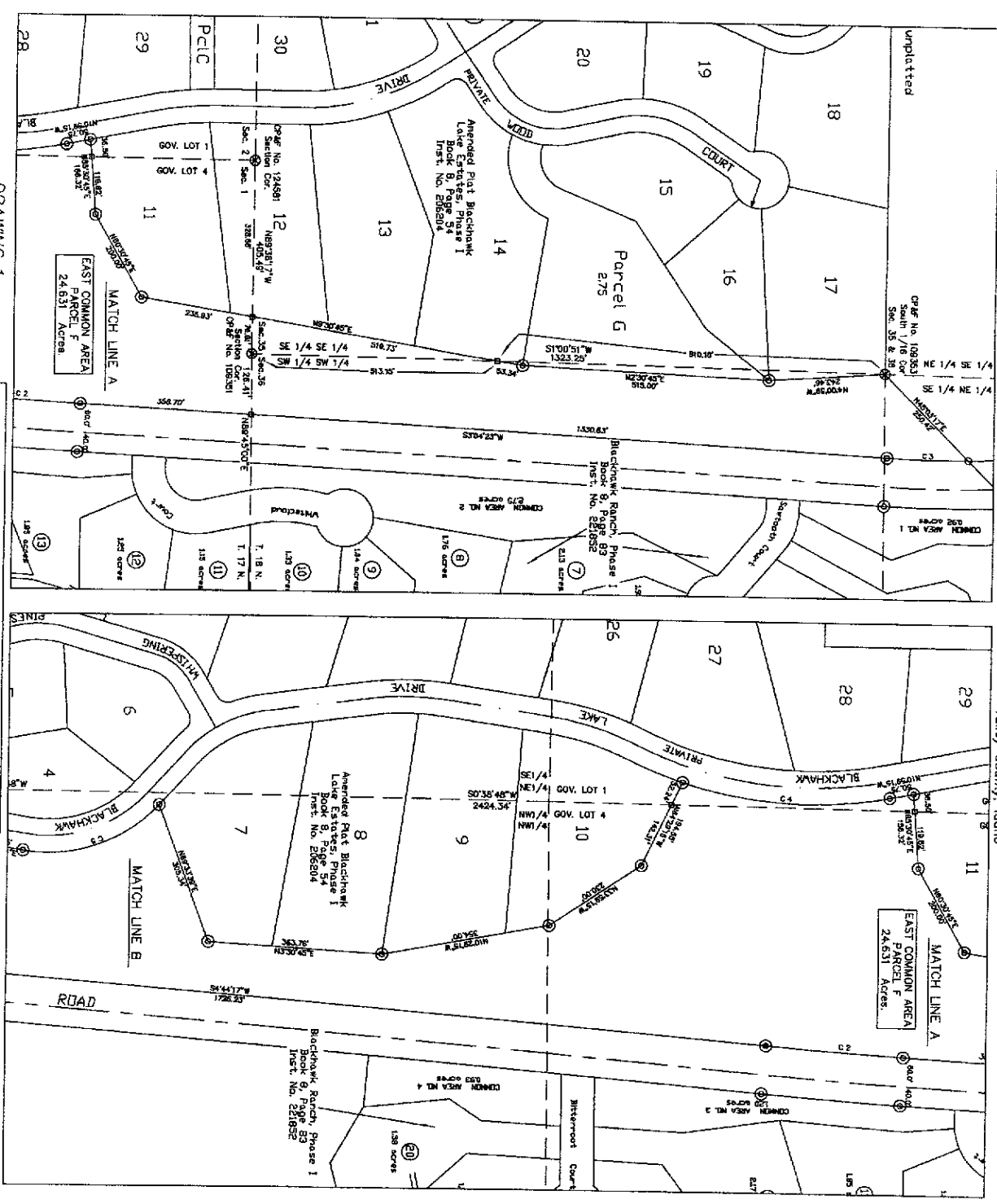
Bearings based on Plat of Blackhawk Ranch, Phase 1, Book 8, Page 83 of Plats.

### LINE TABLE

NUM.	BEARING	DISTANCE	NUM.	BEARING	DISTANCE
L1	N81°59'02"W	37.98	L31	S24°48'21"E	47.74
L2	S80°02'38"W	53.63	L32	S43°59'22"E	36.62
L3	N18°03'37"W	45.55	L33	S43°59'22"E	18.98
L4	S28°53'40"W	50.70	L34	S28°53'22"E	76.21
L5	N45°35'10"W	80.32	L35	S11°11'08"E	42.66
L6	N23°08'52"W	59.91	L36	S28°29'15"E	55.97
L7	N31°41'32"E	50.58	L37	N36°34'11"W	66.52
L8	N18°26'06"W	75.56	L38	N81°35'09"W	70.25
L9	N81°59'02"E	132.85	L39	N81°35'09"W	77.24
L10	S60°40'56"E	44.98	L40	S31°04'34"W	64.12
L11	N41°35'22"E	28.03	L41	S62°43'24"W	49.54
L12	S18°08'15"W	88.32	L42	S26°17'41"W	65.23
L13	S4°43'54"W	80.25	L43	S80°18'09"W	44.43
L14	S4°10'08"E	59.23	L44	S16°49'59"E	62.63
L15	S4°55'50"E	80.72	L45	S15°58'43"W	55.09
L16	S17°22'54"E	47.04	L46	S4°48'59"W	44.63

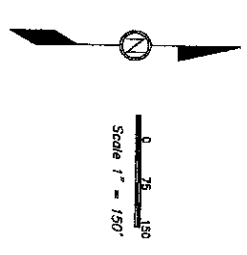
# BLACKHAWK LAKE ESTATES COMMON AREA ADDITION

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., S1/4 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. SHERWIN, do hereby certify that I am a Professional Land Surveyor in the State of Idaho, and that the plat is a description in the boundaries of land under my direct supervision and personal representation the public interest and is in conformity with the State of Idaho code relating to plats and maps.



### LEGEND

- found brass cap
- found 5/8" rebar
- col. 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 Plate.

### CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C2	139.54°	288.85'	9940.00'	S35.42°W	288.84'
C3	410.50°	170.74'	2340.00'	S05.58°E	170.70'
C4	283.258°	439.27'	871.38'	N32.77°E	434.85'
C5	56.5526°	312.96'	315.00'	N19.01°S	300.24'

### NOTE:

This plat is being prepared and recorded to allow the Blackhawk Lake Property Owner's association to obtain the above plat and described common area into said association.



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

DRAWING 1

DRAWING 2









**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, NE1/2 NE1/4, and the NE1/4 SE1/4 of Section 2, T. 17 N., R. 2 E., B.M. 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, ROO M. SKEFFLIN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERSHIP OF THE COMMON AREA ADDITION IS THE RESULT OF MY PERSONAL SURVEY AND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLACED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ROO M. SKEFFLIN  
IDAHO NO. 9385



**CERTIFICATE OF THE COUNTY SURVEYOR**

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

VALLEY COUNTY SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

**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. 30-1-10A, DO HEREBY CERTIFY THAT 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 \_\_\_\_\_ S.S. \_\_\_\_\_  
STATE OF IDAHO  
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 \_\_\_\_\_



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



**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

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

Fee: 15.00

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.

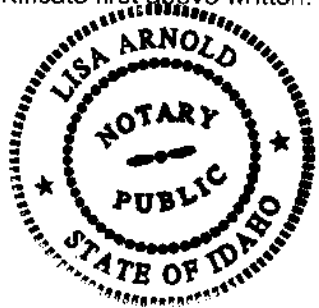
L. B. INDUSTRIES, INC.,  
an Idaho corporation, dba Isaiah 61

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 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

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**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,



After recording, mail to:

**Instrument # 291285**

VALLEY COUNTY, CASCADE, IDAHO

2005-01-06 04:27:49 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: ASSIGNMENT OF MORTGAGE

Fee: 9.00

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: *Lena B. Barnes*

Its: *President*

**ASSIGNEE:**

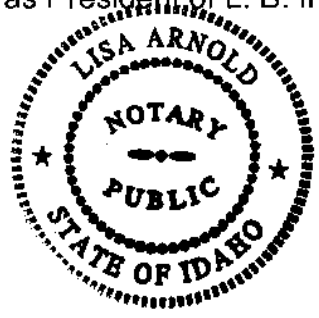
Sage SGI, L.L.C., an Idaho limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF IDAHO )  
COUNTY OF Ada ) ss.

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.



Lisa Arnold  
Notary Public for Idaho  
Residing at: Boise  
My commission expires: 5-17-08

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

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: \_\_\_\_\_



After recording, mail to:

**Instrument # 291285**

VALLEY COUNTY, CASCADE, IDAHO

2005-01-06 04:27:49 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: ASSIGNMENT OF MORTGAGE

Fee: 9.00

MC 5826

### ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS

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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: *Lenore B. Barnes*

Its: *President*

**ASSIGNEE:**

Sage SGI, L.L.C., an Idaho limited liability company

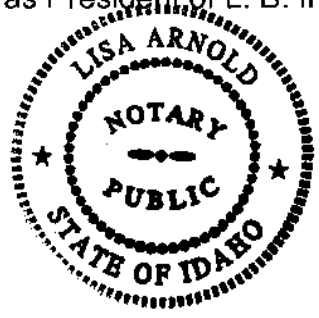
By: \_\_\_\_\_

Its: \_\_\_\_\_



STATE OF IDAHO )  
COUNTY OF Ada ) ss.

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.



Lisa Arnold  
Notary Public for Idaho  
Residing at: Boise  
My commission expires: 5-17-08

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

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, CONDITIONS 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 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.

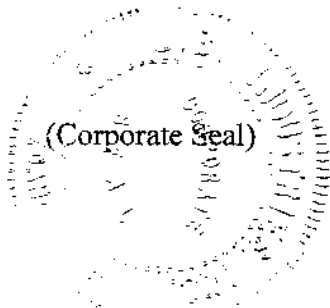
The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by written consent of the Owners of sixty-five percent (65%) of the Lots within the Subdivision, provided however, the Architectural Control Committee (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 6<sup>th</sup> day of Sept, 2000.

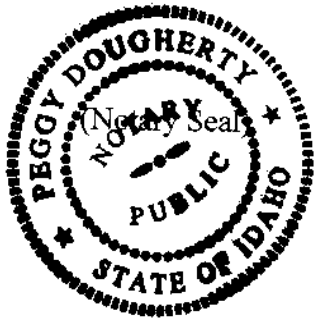
L. B. INDUSTRIES, INC.

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



State of Idaho )  
 ) ss.  
County of Ada )

On this 17<sup>th</sup> 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.



Peggy Dougherty  
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 ¼, 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 of 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:

<u>Name</u>	<u>Address</u>
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 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: (1) 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.

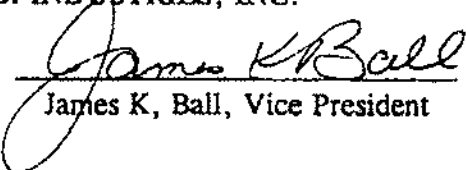
6.13 Mortgage.

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:

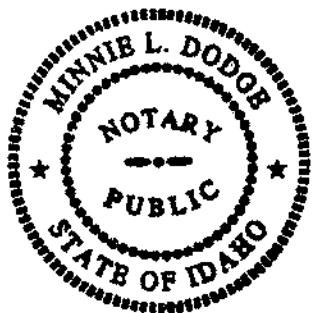
  
James K. Ball, Vice President

(Corporate Seal)

State of Idaho )  
 )ss.  
County of Ada )

On this 5<sup>th</sup> 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.

(Notary Seal)



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

222414  
T.V.L. Mine  
HEINRICH  
VALLEY COUNTY RECORDER  
BY: [Signature]  
FEE: 976.00  
'96 NOV 6 AM 11 28  
REQUESTED BY L.B. Industries  
RECORDED



**Instrument # 338125**

VALLEY COUNTY, CASCADE, IDAHO

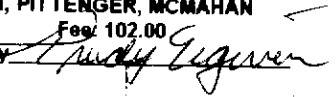
1-16-2009 03:25:22 No. of Pages: 34

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 22<sup>ND</sup> 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 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.
- 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 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 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 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 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.

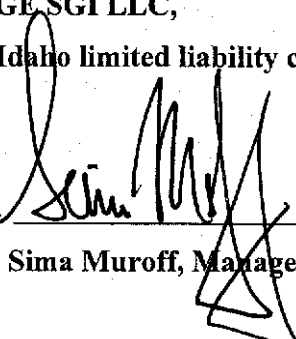
**BLACKHAWK LAKE PROPERTY OWNERS  
ASSOCIATION, INC.**

By: \_\_\_\_\_

  
\_\_\_\_\_  
JOHN CORBETT, President

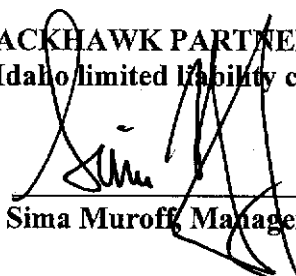
IN WITNESS WHEREOF, SAGE SGI LLC hereby consents to these 2008 Amended and Restated Covenants and Conditions, and agrees that any property owned by it and subjected to the Blackhawk Lake Estates Covenants and Conditions will be subjected to these 2008 Amended and Restated Covenants and Conditions.

**SAGE SGI LLC,**  
an Idaho limited liability company

By:  1/13/08 @ 5:03 P.M. MST  
Sima Muroff, Manager

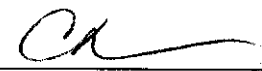
IN WITNESS WHEREOF, Blackhawk Partners, LLC hereby consents to these 2008 Amended and Restated Covenants and Conditions, and agrees that any property owned by it and subjected to the Blackhawk Lake Estates Covenants and Conditions will be subjected to these 2008 Amended and Restated Covenants and Conditions.

**BLACKHAWK PARTNERS LLC,**  
an Idaho limited liability company

By:  1/13/08 @ 5:17 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.

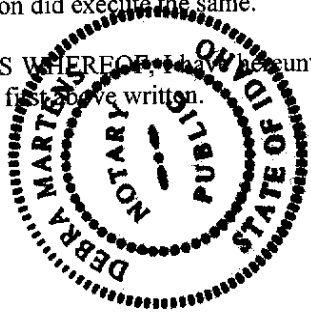
**L.B. INDUSTRIES, INC.,**  
an Idaho corporation

By:   
Cheryl 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.

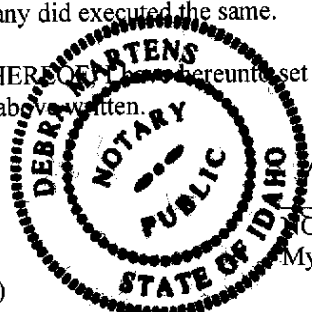


Debra Martens  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 6/1/2014

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

On this 13th 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.

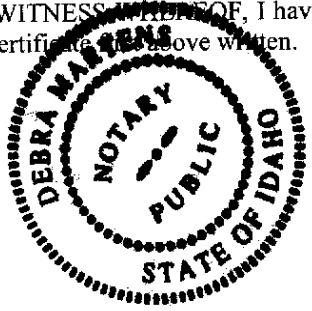


Debra Martens  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 6/1/2014

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

On this 13th 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.



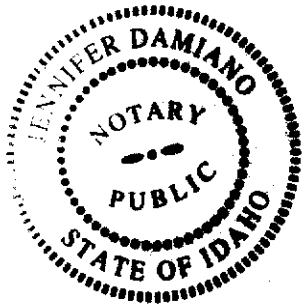
Debra Martens  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 6/1/2014




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

On this 23<sup>rd</sup> 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.



  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 9/12/2013



**Instrument # 338358**

VALLEY COUNTY, CASCADE, IDAHO

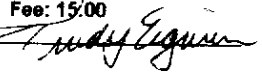
1-28-2009 04:07:36 No. of Pages: 5

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:

<u>NAME</u>	<u>ADDRESS</u>
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."

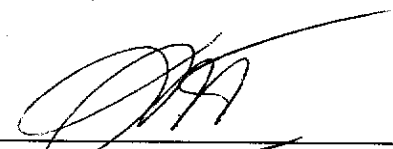
#### **ARTICLE 13. INCORPORATOR**

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 40 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.

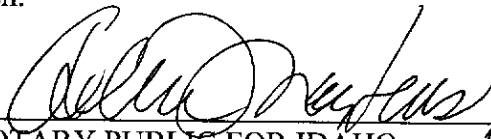
**BLACKHAWK LAKE PROPERTY OWNERS  
ASSOCIATION, INC.**

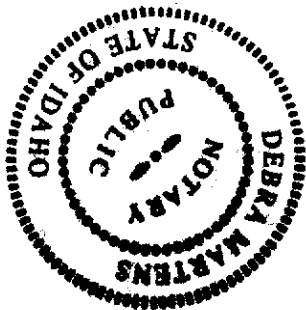
By:   
JOHN CORBETT, President

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








**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 15<sup>th</sup> 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: [Signature] )

Its: President

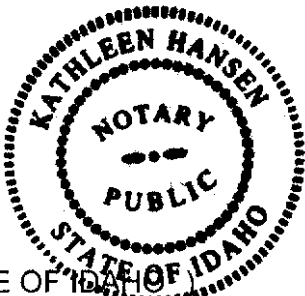
By: [Signature]

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.



[Signature]

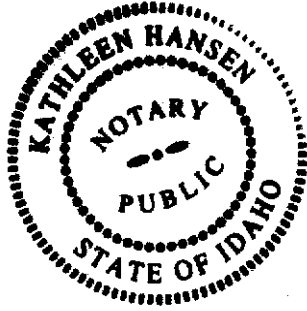
Notary Public for Idaho  
Residing at: Ada County, Idaho  
Commission Expires:

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.

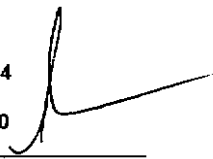
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate first above written.



Kathleen Hansen  
Notary Public 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 15<sup>th</sup> 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: [Signature]

Its: President

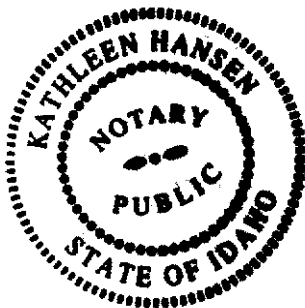
By: [Signature]

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.

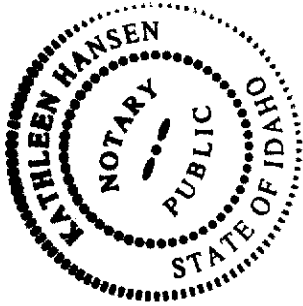


[Signature]

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, ~~me Kathleen Hansen~~ Kathleen Hansen Notary Public in and for said State, personally appeared me 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 for Idaho

Residing at: Ada County Idaho

Commission Expires:

April 6, 2012





**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 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 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 to 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 of 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.
- (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 proscribed 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, dock, 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 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 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: (1) 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.**

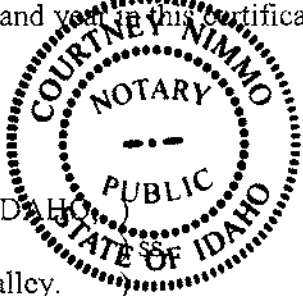
By: *[Signature]*  
ALLAN SCOZZAFAVE, President

Affirmed by:  
By: *[Signature]*  
SUSAN DURST, Secretary

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

On this 22<sup>nd</sup> 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.

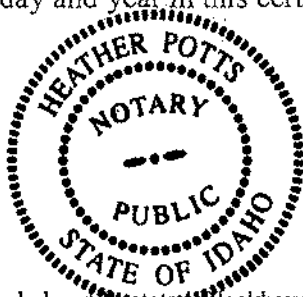


*[Signature]*  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 12-29-23

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

On this 21<sup>st</sup> 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.



*[Signature]*  
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.



