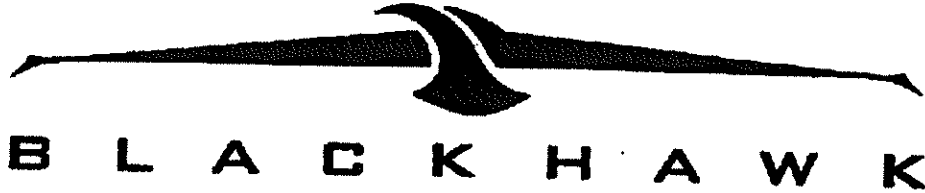




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VALLEY COUNTY, CASCADE, IDAHO
07-16-2010 10:36:04 No. of Pages: 7
Recorded for: FIRST AMERICAN TITLE - MCCALL
ARCHIE N. BANBURY Fee: \$28.00
Ex-Officio Recorder Deputy: TME
Electronically Recorded by Simplifile

Accomodation
Recording



Blackhawk on the River
CC&R and Design Guideline Amendments
January 2010

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B L A C K H A W K

Article III: Use Restrictions

3.11 Animals, pets, livestock. No livestock, poultry, hooved animals of any species shall be allowed on any Owners lot. Domestic animals such as dogs and cats will be permitted providing that these animals are kept and maintained within the confines of the Owners lot. Nuisance barking dogs will not be tolerated. If such condition should occur, the Owner of said animal will first receive a warning notice and subsequently could face a monetary fine in accordance with Article VIII, Section 8.6.

3.12 River Lodge. The use of the River Lodge shall be exclusive to the homeowners of BHOTR. From time to time as determined by the Board of Directors, HOA assessments maybe adjusted to provide for management and maintenance of the River Lodge as stated in Article VII, Sections 7.5.1. Homeowners in good standing, as described in Article V, Section 5.3.1, shall be allowed use the amenities offered by the River Lodge. Guests, renters or tenants of BHOTR homeowners who are in good standing may use the amenities provided that they comply with the established CC&R's. This applies to the occupants, and guests, of The Bends P.U.D (fractional homes) so long as The Bends fractional owners, and it's developer are in good standing with the HOA, and the sewer and water company. The River Lodge may serve as a "special occasion or event" building providing that such event coordinator has prior written approval from the Grantor or Board of Directors and all contracts, fees and deposits for such event are properly submitted. Homeowners may also sponsor a special event under the same restrictions, however, if a conflict occurs between scheduled events, all consideration should be given to the homeowner for priority providing that the homeowner is willing to match the revenue that would be created by, and paid for by, a special event. Curfew restrictions for special events at the River Lodge shall be adhered to. No loud noise, amplified music shall be allowed after 10:00 pm. Any fire pits being used at the time shall be fully extinguished. Rules, regulations and guidelines for the amenities at the River Lodge will be established by the Grantor and Board of Directors in accordance with the covenants and published in a separate notebook. Said notebook shall be created and made available no less than 60 days prior to completion and occupancy of the Lodge. Any damage to the River Lodge and surrounding property, caused by homeowners, guests, tenants, renters shall fall subject to Article VI, Section 6.7 and Article VIII, Section 8.6.


Article V: Association

5.3.1 Class A Members. Class A Members shall be all Owners except for Grantor. Class A Members shall be entitled to one (1) vote (fractional votes are not allowed) for each Unit owned by each such Owner for purposes of determining the number of votes of the Class A Members providing Class A members are in good standing with the Association in accordance with Article I, Section 1.4 Assessments. When more than one person holds an interest in any Unit, all such persons shall be Members. Except as may otherwise be specified in the Supplemental Declaration annexing such Unit to the Property, the vote for such Unit shall be exercised as they among themselves determine. In no event, however, shall more than one vote be cast with respect to any Unit. Class A members not in good standing are subject to revocation of access to amenities, and common area use.

5.5.1.3 Delegation of Powers. The Association shall have the authority to delegate its power and duties to committees, officers, employees, or to any person to act as manager for the maintenance, repair, replacement and operation of any Common Area. The Association and the members of the Association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, shall be terminable on thirty (30) days notice with or without cause, and shall be subject to review by the Board. Any contract exceeding one (1) year in length or ten thousand dollars (\$10,000.) shall be reviewed by the Board of Directors and may be subject to review by legal counsel for the protection of the Association.

Article VI: Rights to Common Area

6.7 This section applies to owners of the Bends, their guests, renters or tenants, and the costs of correction of such damages shall be the responsibility of the owner. In the event that THE BEND P.U.D or its agents rent any unit of the Bends and those renters, tenants, guests cause damage to the unit, common areas, or harvest fish, and remove Grantor's firewood. THE BEND P.U.D, its partners, heirs & assigns, and their agents shall be responsible

2x7 



B L A C K H A W K

for any and all repairs to the Bends as a whole and consistent with design guidelines, or any portion of the common areas of BHOTR. An assessment/fine as stated in Article VIII, Section 8.6 will be applied to the responsible party.

6.8 Vehicles, snowmobiles, ATV's, and other. All motor vehicles shall adhere to the designated speed limit of 20 miles per hour within the boundaries of BHOTR. At no time shall snowmobiles be allowed to traverse across any portion of the common areas or vacant lots. Snowmobiles will be allowed to use the shoulder of the established roads in order to enter or exit the development to access designated snowmobile areas. All motorcycles, ATV's or similar vehicles shall not be allowed to drive or ride upon any common area or vacant lot. Only those vehicles designated as maintenance vehicles shall be allowed on any trails or common area for maintenance purposes. Any violation of this section that causes damage to the common area, sprinkler systems, or infrastructure shall cause a monetary fine to be issued. Enforcement of this section may fall under the guidelines as stated in Article VIII, Section 8.6.

Article VIII: Enforcement of Assessments; Liens

8.3 Method of Foreclosure. Immediately after a recorded lien has been filed as stated in Section 8.2.2, the Association shall commence foreclosure proceedings against any Owner by appropriate action in court. In the event an attorney(s) are employed for the collection and legal process of any foreclosure, assessment, or lien, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms, and conditions of this Declaration, each owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner.

8.6 Fine ability. The Association, Board of Directors or any Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty of, \$100 per day after first notice, \$200 per day after second notice, \$300 per day after third notice and the immediate filing of a lien against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that the Owner is given fifteen (15) days written notice of the proposed monetary penalty and a timely opportunity to provide a written response and proposal to satisfy the penalty. The notice shall be delivered to such Owner by first class mail or certified mail to the last known address of such Owner as shown on the records of the Association. Upon receipt of such notice, an Owner shall have ten (10) days to respond, and or correct the violation.

Any monetary penalty imposed as provided herein shall become a part to the assessment to which such Owner's lot is subject. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association. Any such attorney fees and costs so incurred shall be added to and become part of the assessment to which such Owner's lot is subject.

2. DESIGN GUIDELINES

2.5 SITE WORK

A very limited amount of excavation or fill will be permitted on any home sites except where specifically allowed by the Architectural Review Committee due to terrain considerations; every attempt should be made to minimize the use of engineered building pads that appear un-natural. No construction or disturbance of soil outside of the Building Envelope is permitted unless pre approved by the ARC. Removal of vegetation within any part of the Blackhawk on the River Community by any contractors public or private is strictly prohibited unless the ARC approves an approved Erosion Control Plan and revegetation plan. Disturbance of soil in the Blackhawk Community will be permitted on a limited basis; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary

3x7
5/10



B L A C K H A W K

for the improvement of the aesthetics of the community, fire prevention, and insect infestation. Owners are strongly encouraged to transplant all significant vegetation on their home site that is in the pre approved building area. Your Landscape Architect can advise you on this process. The Architectural Review Committee must first approve any cutting of trees or vegetation identified on the Lot Features Plan. Great care must be taken in designing the site improvements around the existing vegetation so the root systems remain intact and the supply of water is maintained.

2.10 UTILITIES

Utility services are generally stubbed to the front property line of each home site. In some cases, on downhill lots, sewer may be located at one of the rear corners of the lot within a utility easement. Sewer, electricity, telephone and cable television service locations are clustered (usually with those of one adjacent home site) in a utility easement located on one of the front corners of each home site. The extension of services from these stub locations to the residence shall be the responsibility of each Owner, and shall be routed to minimize disruption to the natural landscape. Utility trenches may not encroach into any required setback except where they cross the front natural area of the home site between the service tap and the Buildable Envelope. All disturbed areas of the site must be restored to their natural condition as nearly as possible. Information regarding connection procedures may be obtained by contacting the respective utility companies. An additional empty conduit has been installed by Blackhawk Partners, LLC for future fiber lines. This line is earmarked for the installation of fiber or High-speed cable, and no additional conduits or excavation shall be permitted unless this conduit is utilized. Any utility locate spray paint marks on asphalt or gravel shall immediately be removed after completion of construction or Certificate of Occupancy by the Contractor or Owner. Natural gas service is not available at Blackhawk on the River. Only underground propane tanks are allowed.

Section 2.14 Antennae and Satellite Dishes

No television, radio aerials or antennas may be installed that are not fully screened from the road, adjacent homesites, or common areas. No satellite dish may be installed that is larger than 39" in diameter. The installation of satellite dishes shall be done with the consideration of location so as not to be obtrusive to adjacent lots. All attempts should be made to have such dishes installed to the rear or side of a residence and out of sight as much as possible. No satellite dishes shall be allowed installed in the front of a residence. Umbrella covers over satellite dishes are prohibited. Removal of trees to improve reception is prohibited.

3. Architectural Design

Section 3.18 Garages and Garage Doors

Garage doors at a minimum shall be sided with close to the same approved material used on the exterior of the home.

Remove from this section: "No door should exceed 10 feet in width and in most cases should be 9 feet. No garage doors over 9 feet in height will be allowed."

4. LANDSCAPE GUIDELINES

All non-developer owned home sites; homes or homes that are in the construction stage, or occupied shall conform to these landscape design guidelines. The lawn shall be irrigated, mowed, noxious, and invasive species shall be eliminated immediately, this is the responsibility of the owners. If the ARC is aware of any violation to this strict standard then the ARC can hire landscape contractors to remedy the violation. The ARC then will pass on these costs of remediation of the violation and can chose to fine the maximum allowable rate to the owner. The ARC will work within the guidelines of the CC&R'S to lien the property and collect on the costs of remediation.

As summarized elsewhere, this is a unique environment, which must be afforded the utmost sensitivity and care in order to retain those characteristics for the benefit of all who become part of the community. The goal of each building project is to integrate trees, natural vegetation, and site features to naturally enhance the overall appearance of the home with minimal disturbance of the existing conditions. The objective of the design process is to creatively engage the natural vegetation into the design process. This shall express the textures, forms, colors,

4 of 10



B L A C K H A W K

and spaces indigenous to the Western Mountain environment. In the area of the lakes, the land was extensively modified to create the lakes; therefore, through the landscaping of the home sites, by way of these guidelines, the intent is to achieve the landscaping depicted on the illustrative master plan. On home sites without existing natural vegetation, additional plant material may be required in the Natural Area or Enhanced Area by the Architectural Review Committee. As a Guide use the attached Blackhawk Community Typical Landscape Design A2.1. All Landscape Design submittals need to use this as a template, and the "Minimum Typical Plant Schedule" identified in the top left hand corner.

The Architectural Review Committee prior to its application or implementation must approve all landscaping plans. The purpose of this is to create a wildlife enhancement area that will attract wildlife to the site and overall community. All residences and landscaping shall be maintained in accordance with the design guidelines and shall not be allowed to fall into a state of disrepair.

6. Design Review Procedures

6.2 Preliminary Design Submittal

A Preliminary Design Submittal must follow within 30 days of the fulfillment of the requisite Pre-Design Conference. When the Preliminary Design is complete, its submittal for consideration must include all of the following exhibits. Review by the Architectural Review Committee will not commence until the submittal is complete.

This Submittal shall be delivered to:
The Blackhawk Community Architectural Review Committee
112 North Third Street
McCall, Idaho 83638, 208-630-5070, f. 866-501-7876

1. Site plan (scale at 1" = 10'-0" or 1/8" = 1'-0"), showing the entire property, location of the proposed Buildable Envelope, the residence and all buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees, all clusters of native shrubs, and special terrain features to be preserved.
2. Survey (scale at 1" = 10'-0" or 1/8" = 1'-0"), by a registered land surveyor or licensed civil engineer showing homesite boundaries and dimensions, topography (2 feet contours or less), major terrain features, all trees, edge of pavement or curb, and utility locations.
3. Floor plans (scale 1/4" or 1/8" = 1'-0") showing proposed finished floor elevations.
4. All exterior elevations (scale 1/4" or 1/8" = 1'-0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and a preliminary indication of all exterior materials and colors.
5. Any other drawings, materials or samples requested by the Architectural Review Committee. The submittal shall consist of one set of prints, which shall be retained by the Architectural Review Committee. Grantor reserves the right to outsource the Architectural review process until such time that the Grantor relinquishes ownership to the Homeowners' Association. At such time the Association and the Board of Directors will establish an Architectural Review Committee. (see section 6.17 Design review fee)

The Appendix A: Plant List had been amended. Please contact ARC for the fully amended Copy.

6.17 Design review fee

The fee established to outsource the review process shall be \$3000. Additional architectural fees may be charged due to resubmittals, remodels, or other special circumstances. The full Architectural Review fee will be paid at time of the preliminary submittal. When the Architectural Review Committee has determined that the home has complied with all requirements of the Design Guidelines and the CC&R's, then \$2000 will be refunded to the Owner. All owners should make sure that any builder, contractor, sub-contractor, person, business, etc, hired to complete the construction of their residence will comply with the CC&R'S in order to receive any refund of the Design Review fee. Otherwise any remaining funds will be used to enforce compliance with the CC&R'S and Design Guidelines. The ARC intends to use Section 8.6 Fine ability to enforce any compliance issues as well.

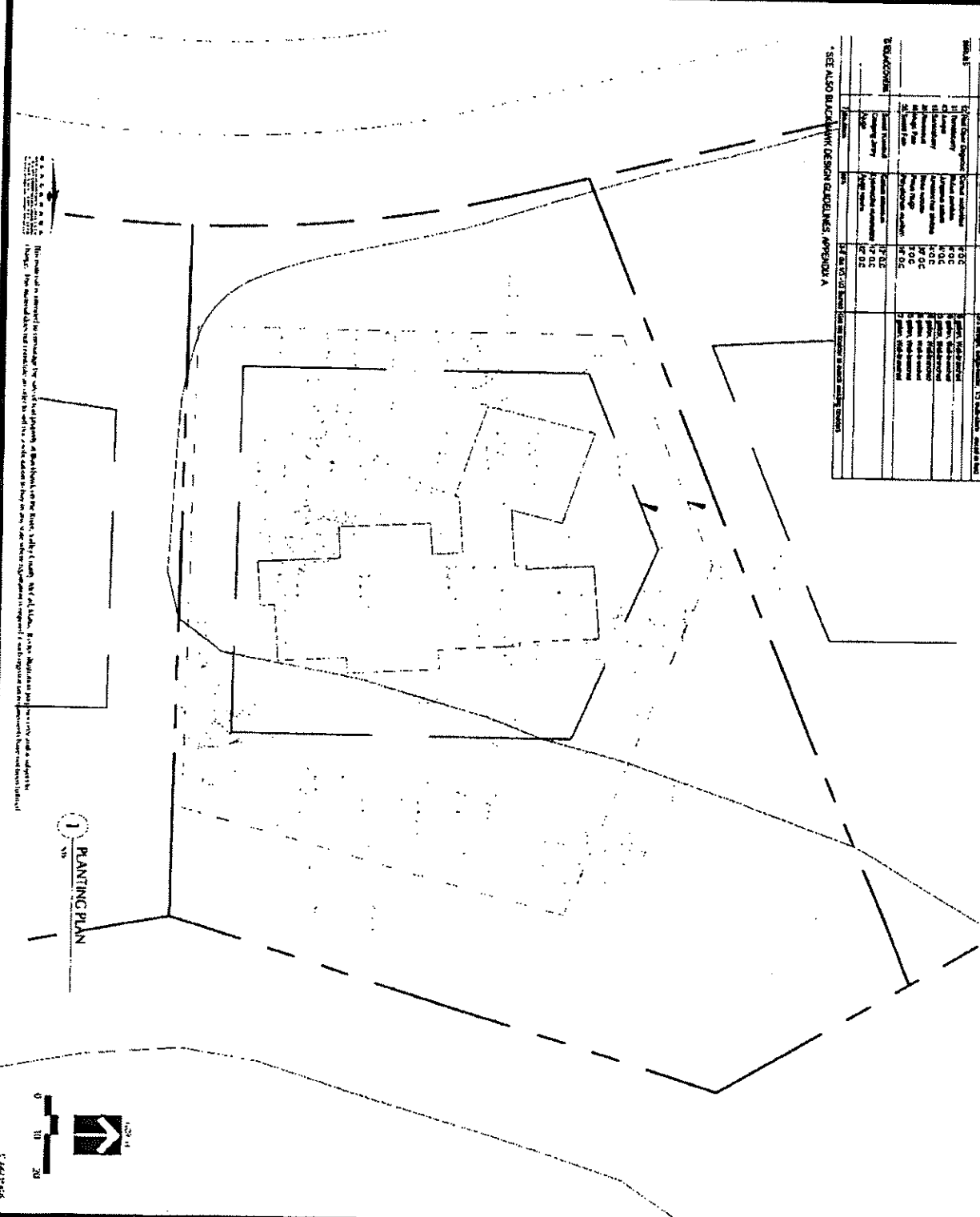
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MINIMUM TYPICAL PLANT SCHEDULE

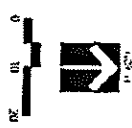
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SEE ALSO BLACKHAWK DESIGN GUIDELINES, APPENDIX A



The material is provided for reference only. It is not intended to be used as a contract document. It is the responsibility of the user to verify the accuracy of the information and to obtain any necessary permits. The user is advised to consult with the appropriate authorities before using this information.

1 PLANTING PLAN



EPKOS
 1000 E. 10th Ave.
 Denver, CO 80202
 303.733.1111
 www.epkos.com

**BLACKHAWK COMMUNITY
 TYPICAL LANDSCAPE DESIGN**

Blackhawk on the River
 AVE 01, 02, 03

| | |
|--------------------|------------------------|
| Project No. | 05-06 |
| Project Name | Blackhawk on the River |
| Project Location | Blackhawk on the River |
| Project Date | 05-06 |
| Project Status | Final |
| Project Owner | Blackhawk on the River |
| Project Designer | EPKOS |
| Project Engineer | EPKOS |
| Project Architect | EPKOS |
| Project Contractor | EPKOS |
| Project Consultant | EPKOS |
| Project Inspector | EPKOS |
| Project Approver | EPKOS |
| Project Reviewer | EPKOS |
| Project Signer | EPKOS |
| Project Title | Blackhawk on the River |
| Project Sheet No. | A2.1 |
| Project Scale | 1" = 10' |
| Project Date | 05-06 |
| Project Status | Final |
| Project Owner | Blackhawk on the River |
| Project Designer | EPKOS |
| Project Engineer | EPKOS |
| Project Architect | EPKOS |
| Project Contractor | EPKOS |
| Project Consultant | EPKOS |
| Project Inspector | EPKOS |
| Project Approver | EPKOS |
| Project Reviewer | EPKOS |
| Project Signer | EPKOS |

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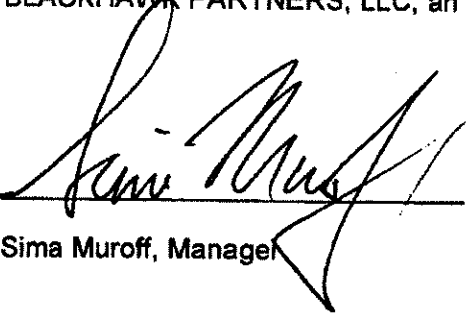
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B L A C K H A W K

N WITNESS WHEREOF, Grantor has caused its hand to be subscribed hereunto this 1st day of January 2010.

GRANTOR:

BLACKHAWK PARTNERS, LLC, an Idaho limited liability company


Sima Muroff, Manager

STATE OF Idaho)

) ss.

County of Valley)

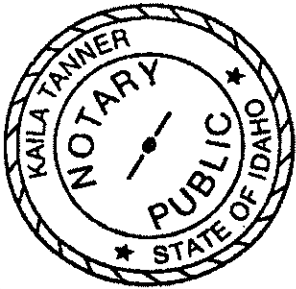
On this 15 day of July, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared SIMA MUROFF, known or identified to me to be the Manager of BLACKHAWK PARTNERS, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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

Notary Public for Karla Juarez

Residing at McCall, ID

commission expires: 05/27/2011



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