

**SEVENTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS OF**

**LAKEMOOR SUBDIVISION**

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

THIS SEVENTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter referred to as the "Seventh Supplement") is made on the date hereinafter set forth, by C & O Development, Inc., an Idaho corporation (hereinafter "Declarant") and River Quarry Management Company, LLC, an Idaho limited liability company (hereinafter "River Quarry").

WHEREAS, the Declarant and River Quarry are the owners of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Seventh Supplement Property", more particularly described as Lakemoor Subdivision No. 7, according to the official plat thereof, recorded on the 13th day of April 2018, in Book 113 of Plats, pages 16643 through 16652, as Instrument No. 2018-033187, records of Ada County, Idaho; and

WHEREAS, Declarant's predecessor in interest ("Original Developer") has heretofore filed that certain Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Master Declaration"), which Master Declaration was recorded on May 16, 2008, as Instrument No. 108057338, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain First Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "First Supplement"), which First Supplement was recorded on May 16, 2008, as Instrument No. 108057339, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Second Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Second Supplement"), which Second Supplement was recorded on May 16, 2008, as Instrument No. 108057340, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "First Amendment"), which First Amendment was recorded on October 30, 2008, as Instrument No. 108119557, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Amendment to the First Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "First Supplement Amendment"), which First Supplement Amendment was recorded on January 12, 2009, as Instrument No. 109003182, records of Ada County, Idaho; and

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WHEREAS, Original Developer has heretofore filed that certain Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "First Amendment"), which First Amendment was recorded on October 30, 2008, as Instrument No. 108119557, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Amendment to the First Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "First Supplement Amendment"), which First Supplement Amendment was recorded on January 12, 2009, as Instrument No. 109003182, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Third Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Third Supplement"), which Third Supplement was recorded on August 2, 2012, as Instrument No. 112077356, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Second Amendment") which Second Amendment was recorded on December 31, 2013 as instrument No. 113138185, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Fourth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Fourth Supplement"), which Fourth Supplement was recorded on December 31, 2013, as Instrument No. 113138184, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Amended and Restated Fourth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter "Fourth Supplement Amendment"), which Fourth Supplement Amendment was recorded on January 21, 2014 as instrument No. 114005000, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Fifth Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Fifth Supplement"), which Fifth Supplement was recorded on July 1, 2014, as Instrument No. 114052209, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Third Amendment") which Third Amendment was recorded on December 10, 2014 as instrument No. 2014-099731, records of Ada County, Idaho; and

WHEREAS, Original Developer has heretofore filed that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Fourth Amendment") which Fourth Amendment was recorded on March 11, 2015 as instrument No. 2015-019101, records of Ada County, Idaho; and

WHEREAS, the Master Declaration, the First Supplement, Second Supplement, First Amendment, First Supplement Amendment, Third Supplement, Second Amendment, Fourth Supplement, Fourth Supplement Amendment, Fifth Supplement, Third Amendment and Fourth Amendment shall hereinafter be referred to as the "Original Covenants"; and

WHEREAS, the Master Declaration provided for the recordation of Supplemental Declarations setting forth more specific and/or additional covenants, conditions and restrictions to be applicable to portions of the Properties described therein.

NOW, THEREFORE, Declarant and River Quarry hereby declare that, except as hereinafter provided, the Seventh Supplement Property shall be held, sold, conveyed, used and occupied subject to the Original Covenants, which Original Covenants are hereby incorporated by reference as if fully set forth herein except in so far as the covenants, conditions and restrictions of the Original Covenants are hereinafter supplemented or modified.

1. Common Area: In addition to the Common Area described in previous Supplements, the Common Area to be owned by the Master Association, subject to such limitations, reservations, restrictions and easements as are set forth in this Seventh Supplement and the Original Covenants, is described as follows:

Lots 53, 54, 65, 73, 78, 81, 84, 97 and 109, Block 9, Lakemoor Subdivision No. 7, according to the official plat thereof.

2. Utility Lot: Lot 98, Block 9, Lakemoor Subdivision No. 7 is hereby designated as a utility lot to be owned by Tesoro Logistics Northwest Pipeline (or an affiliate thereof) and its successors, to be used for the operation, maintenance, repair and replacement of equipment and facilities related to a petroleum products pipeline, which said Lot shall not be subject to either the Original Covenants or this Seventh Supplement for so long as the said Lot is used for the purposes stated herein. At such time as the said Lot is no longer used for the purposes stated herein, the said Lot shall be subject to the provisions of the Original Covenants as supplemented by this Seventh Supplement (excepting the exclusion set forth in this paragraph).

3. Pathway: The pathway to be constructed by Declarant in Lots 53, 54, 73 and 81, Block 9, Lakemoor Subdivision No. 7 shall be owned, operated and maintained by the City of Eagle in accordance with the provisions of Article VIII of the Master Declaration. More specifically, the pathway shall be located in an easement which shall be dedicated to the City of Eagle as provided in Eagle City Code Section 9-4-1-6:E.2. The landscaping improvements located in the said easement area shall be owned and maintained by the Master Association in accordance with the provisions of Article X of the Master Declaration.

4. Private Streets: Lot 53 Block 9, Lakemoor Subdivision No. 7 is hereby designated as a private street to be owned and operated by the Master Association as a part of its Common Area, subject in all respects to the provisions contained in Article VII of the Master Declaration. It is Declarant's intent that the Lots in the Seventh Supplement Property shall have the perpetual right of ingress and egress over and across all of the private streets designated herein for the use and benefit of the Owners and residents of the Properties and their guests and invitees. The perpetual right of ingress and egress over and upon said private street may not be terminated or extinguished without the written consent of all Owners, the Master Association, and any and all parties having any interest in the Properties. The Master Association shall be responsible for the year round operation, maintenance and repair, including snow removal, of the private street, together with associated storm drainage facilities as further described in Section 5, below. The private street described herein shall be operated, maintained and repaired by the Master Association in accordance with the provisions of the Operation and Maintenance Manual

prepared therefore by J-U-B Engineers, Inc., a copy of which shall be maintained by the Master Association as a part of its permanent records. The costs incurred by the Master Association in fulfilling these obligations shall be included in the Master Association's Annual and, as necessary, Special Assessments.

5. Private Storm Drainage Facilities: Declarant has constructed certain storm water drainage and retention facilities, consisting of collection basins, buried pipelines, seepage beds and overflow structures and retention ponds, to be owned and operated by the Master Association as hereinafter set forth. The primary purpose of the storm water facilities is to convey storm water from the private streets and certain Lots listed in Paragraph 8, below, through a system of collection basins, buried pipelines and pre-treatment storm water quality structures to the storm water retention ponds. The Master Association shall be responsible for the year round operation, maintenance and repair of the storm drainage and retention facilities, including but not limited to the collection basins, buried pipelines, water quality structures and retention ponds in accordance with the provisions of the Operation and Maintenance Manual prepared therefore by J-U-B Engineers, Inc., a copy of which shall be maintained by the Master Association as a part of its permanent records. The costs incurred by the Master Association in fulfilling these obligations shall be included in the Master Association's Annual and, as necessary, Special Assessments.

6. Building Restrictions: The building restrictions applicable to the Seventh Supplement Property shall be as follows:

A. Building Type and Size: With the exception of Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, which may not exceed thirty-five feet (35') in height, and a private garage for two (2) or more motor vehicles. Each such Dwelling Unit shall contain a minimum of 1800 square feet of interior living space (excluding the garage). No Dwelling Unit may be occupied by more than one family.

B. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as follows:

Single Level	12' front yard; 10' rear yard; 3' side yard; and 12' street side yard
Two Story	12' front yard; 10' rear yard; 3' side yard; 12' street side yard;
Corner Lot	12' front corner side of yard
Garage	18' front yard, or as otherwise approved by the Architectural Control Committee

C. Construction Requirements: Subject to the requirements of Article XIII of the Master Declaration (which requirements include, without limitation,

written approval from the Architectural Control Committee prior to commencement of construction), each Dwelling Unit shall have exterior stone, brick, manufactured or synthetic stone, stucco or a combination of such siding on all elevations or as may be approved by the Lakemoor Architectural Control Committee. All roofs shall be comprised of asphalt composition, tile or other material (as may be approved by the Architectural Control Committee) and shall be of such colors and specifications as may be approved by the Architectural Control Committee, with a minimum 6/12 pitch or as approved by the Architectural Control Committee; provided that the Architectural Control Committee may, on a case by case basis, approve a variety of roof pitches including flat roof designs when consistent with overall design of the Dwelling Unit. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the unit to within one-foot (1') of the top cap. Each Dwelling Unit must have at least two (2) exterior lights illuminating the garage door openings, one exterior light for the front entryway, and a photosensitive pole light with a stucco, stone or brick (or any combination thereof) base, designed to switch on automatically at sunset and off at sunrise with a minimum bulb power of 60 watts, to be maintained in good working order at all times, located in the front yard within ten feet (10') of the front boundary line, or such other location as may be approved by the Architectural Control Committee.

- D. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed the following landscaping improvements: (i) in the front yard thereof a rolled sod lawn, at least one (1) conifer tree a minimum of eight feet (8') in height and one (1) deciduous tree a minimum of three inches (3'') caliper and twelve (12) shrubs or bushes, a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the total square footage of the front yard; (ii) in the rear yard thereof a rolled sod lawn and at least one (1) conifer tree, a minimum of eight feet (8') in height and one (1) deciduous tree, a minimum of three inches (3'') caliper, for each 1500 square feet of area in the backyard and twelve (12) shrubs or bushes a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of fifteen percent (15%) of the total square footage of the backyard; (iii) in the street side yard of a corner lot a rolled sod lawn, at least one (1) conifer tree, a minimum of eight feet (8') in height and one (1) deciduous tree a minimum of three inches (3'') caliper and twelve (12) bushes or shrubs a minimum of two (2) gallon in size planted in planter beds consisting of a minimum of twenty percent (20%) of the square footage of the area contained in the street side yard; and (iv)

in the planter strip located between the sidewalk and curb adjacent to each Lot, such species, size and number of trees and in such locations as may be required by the Architectural Control Committee (which such area shall contain landscaping improvements which are consistent with the landscaping improvements in the front and side yards and shall be maintained by the Owner of the Lot adjacent thereto). A fully automatic underground sprinkler system shall be installed throughout the landscaped areas of each Lot. A scaled landscape plan showing the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, water features (if any), driveways, parking areas and walkways shall be submitted to and approved by the Architectural Control Committee prior to commencement of any landscaping work.

- E. Fences: All fencing located adjacent to open space, or in any required front or street side yard areas shall be open style such as wrought iron or extruded aluminum (looks identical to wrought iron). All other fencing (i.e., cedar, vinyl, chain-link) shall be prohibited. Fencing in any required front yard area shall be limited to four feet (4') in height. No fences, including fences around swimming pools, dog runs or other uses may be permitted except those constructed only of metal, or vegetation, not exceeding the height of six feet (6'), the materials, design, color and location of which must be approved, in advance, by the Architectural Control Committee. No fence shall extend beyond the front plane of the Dwelling Unit constructed or to be constructed on the Lot. All fences, including electronic containment fences, shall be approved by the Architectural Control Committee in advance of Construction.

7. Slope Stabilization: Slopes exceeding ten percent (10%) which are disturbed during construction shall be revegetated sufficient to stabilize disturbed soils during each stage of grading on all Building Lots and Common Area Lots. Final plantings shall consist of perennial vegetal cover after all grading and /or construction is completed. Each Owner shall be responsible for any revegetation required on such Owner's Lot at such Owner's expense. The Master Association shall be responsible for any revegetation required on the Common Area. All such work shall be performed in accordance with the Lakemoor Subdivision Phase 7 Revegetation Plan dated March 23, 2018 prepared by Breckon Land Design, a copy of which shall be kept and maintained by the Architectural Control Committee and made available to Lot Owners upon request. The costs incurred by the Master Association in fulfilling these obligations shall be included in the Master Association's Annual and, as necessary, Special Assessments.

8. Grading and Drainage: In addition to the requirements of Article XII, Section 8 of the Master Declaration, each Owner shall be responsible to insure that the finished grade and elevation of his Lot is properly constructed so as to collect all drainage waters on site and to prevent surface water migration onto any Common Area or any other Lot; provided, however,

that Lots 66 through 72, 74 through 77, 79, 80, and 85 through 92 in Block 9 are subject to additional slope stabilization requirements contained herein and are equipped with a Lot drainage collection system designed to direct all drainage water from the said Lots to the Private Drainage System described in Paragraph 5, above. All drainage water from the above listed Lots shall be directed to the onsite lot drain located on each such Lot. The Owners of each such Lot shall be responsible for the maintenance and repair of that portion of the Lot drainage collection system located on their respective Lots.

9. Lots Not Subject to Master Declaration: Lots 82 and 83, Block 9, Lakemoor Subdivision No. 7 shall not be subject to either the Original Covenants or this Seventh Supplement and are hereby reserved for future development. Declarant reserves the right, to be exercised in the Declarant's sole discretion, to annex the said Lots into the Lakemoor development project in the future pursuant to the provisions of Article XVII of the Master Declaration for such uses as the Declarant shall determine in its sole discretion.

10. Drainage District License Agreement: Declarant, as Licensee, has entered into a License Agreement with Consolidated Drainage District No. 2 (fka Drainage District No. 4), (the "Drainage District") recorded on June 23, 2017, as Instrument No. 2017-057226, records of Ada County, Idaho, (the "License"), which License permits the Licensee to discharge storm water from Lakemoor Subdivision No. 7 into the Thurman Drain, pipe a portion of the Thurman Drain, install private roadway and footbridge crossings across the Thurman Drain for access to lands and improvements on the opposite side, to construct and install a ten foot (10') gravel pedestrian pathway on the north side of the Thurman Drain, construct and install landscaping improvements, including sprinklers and other landscaping features, within the Drainage District's easement, all as more particularly described and depicted in the License. Declarant does hereby assign to the Master Association, and the Master Association shall assume and be responsible for the performance of all of the responsibilities, duties and obligations of the Licensee under the License as more fully set forth therein, including, without limitation, all of Licensee's indemnification obligations as set forth therein and the performance of all conditions set forth in Exhibit D thereto.

11. Amendment of Development Plans; Reservation of Development Rights: Development of the Seventh Supplement Property as contemplated herein and as shown on the Plat thereof has been approved by the City of Eagle under City of Eagle file nos. RZ-05-02 MOD4/RZ-05-02 and PP-03-05 MOD2, consisting of modifications to a previously approved development agreement and preliminary plat. The modified development agreement and preliminary plat also contemplate that additional real property described and/or designated therein will also be developed by Declarant or its successors or assigns as therein or subsequently approved by the City of Eagle. Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to understand, acknowledge and agree to the future development of the said real property described and/or depicted in the above referenced approvals as therein contemplated; provided, however, that any development plans for the said real property in existence prior to or following the effective date of this Seventh Supplement are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the property is to be developed or improved. Moreover,



Declarant hereby reserves the right to annex any other real property into the Lakemoor development project pursuant to the provisions of Article XVII of the Master Declaration, at any time and without the need to seek or obtain consent or approval from any third persons, including without limitation the Master Association, by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project.

12. City of Boise Sewer Treatment Plant: Development of the Properties (as defined in the Master Declaration) is subject to the provisions of a Use Restriction Agreement dated April 5, 2001, recorded as Instrument No. 101032281, records of Ada County, Idaho, as amended by that certain Corrected Amendment to Use Restriction Agreement dated January 9, 2018, recorded as Instrument No. 2018-004830, records of Ada County, Idaho. The property east of the park site as depicted on the Master Site Plan of Lakemoor Subdivision (as amended) is owned by Boise City Public Works Department for use as a sewage treatment facility.

13. Incorporation of Original Covenants: The covenants, conditions and restrictions contained in this Seventh Supplement are in addition to those covenants, conditions and restrictions contained in the Original Covenants, except insofar as the covenants, conditions and restrictions contained therein are herein modified. It is specifically intended that all provisions of the Original Covenants not inconsistent herewith be by this reference incorporated herein as if set forth in full. The provisions set forth in this Seventh Supplement shall, however, control and prevail over any conflicting provisions contained in the Original Covenants.

14. Governmental Rules and Ordinances: In the event any of the provisions of this Seventh Supplement are less restrictive than any governmental rule, regulation or ordinance, then the more restrictive governmental rule, regulation or ordinance shall apply. This Seventh Supplement is subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of this Declaration unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

IN WITNESS WHEREOF, the Declarant and River Quarry have caused their names to be hereunto subscribed this 3rd day of May, 2018.

C & O DEVELOPMENT, INC.

By:   
Dennis M. Baker, President

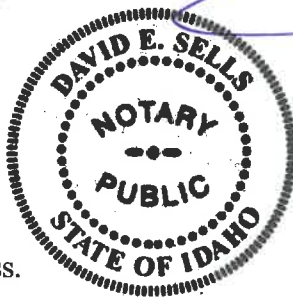
RIVER QUARRY MANAGEMENT COMPANY,  
LLC

By: [Signature]  
Daniel A. Torfin, Manager

STATE OF IDAHO )  
: ss.  
County of Ada )

On this 3rd day of May, 2018, before me, a notary public, personally appeared Dennis M. Baker, known or identified to me to be the President, of C & O Development, Inc., the corporation that executed the within instrument, and known to me to be the person who executed the within 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, State of Idaho  
Residing at Nampa, Id.  
My Commission Expires: 10-28-23

STATE OF IDAHO )  
: ss.  
County of Ada )

On this 3rd day of May, 2018, before me, a notary public, personally appeared Daniel Torfin, known or identified to me to be the Manager, of River Quarry Management Company, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



[Signature]  
NOTARY PUBLIC, State of Idaho  
Residing at Nampa, Id.  
My Commission Expires: 10-28-23