



**NINTH SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
LAKEMOOR SUBDIVISION**

THIS NINTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter referred to as the "Ninth Supplement") is made on the date hereinafter set forth, by D A Land, Inc., an Idaho corporation (hereinafter "Declarant").

WHEREAS, the Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Ninth Supplement Property", more particularly described as Lakemoor Subdivision No. 9, according to the official plat thereof, recorded on the 12<sup>th</sup> day of December 2019, in Book 117 of Plats, pages 17862 through 17866, as Instrument No. 2019-124894, records of Ada County, Idaho; and

WHEREAS, Declarant's predecessor in interest, DMB Development, LLC ("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, the Master Declaration, as amended and supplemented as set forth below, reserved to the Original Developer and its assigns 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, which Supplemental Declaration may set forth more specific and/or additional covenants, conditions and restrictions to be applicable to the real property described therein; 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

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 further reserved to the Original Developer the right to assign the rights of Declarant under the Master Declaration, in whole or in part, to any person or entity; and

WHEREAS, By Assignment and Assumption of Declarant's Rights recorded on May 3, 2018, as Instrument No. 2018-040112, records of Ada County, Idaho, Original Developer has heretofore assigned to C&O Development, Inc. ("C&O") and River Quarry Management Company, LLC (collectively with C&O the "Successor Developer") its rights, powers and reservations as Declarant under the Declaration with respect to that certain real property described in Exhibit A, attached thereto; and

WHEREAS, Successor Developer has heretofore filed that certain Seventh Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Seventh Supplement"), which Seventh Supplement was recorded on MAY 3, 2018, as Instrument No. 2018-040111, records of Ada County, Idaho; and

WHEREAS, Successor Developer has heretofore filed that certain Amendment to Seventh Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter the "Seventh Supplement Amendment"), which Seventh Supplement Amendment was recorded on MAY 11, 2018, as Instrument No. 2018-042742 records of Ada County, Idaho; and

WHEREAS, By Assignment and Assumption of Declarant's Rights recorded on December 13, 2019, as Instrument No. 2019-125298 records of Ada County, Idaho, Successor Developer has heretofore assigned to Declarant its rights, powers and reservations as Declarant under the Declaration with respect to that certain real property described in Exhibit A, attached thereto; 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, Fourth Amendment, Seventh Supplement and Seventh Supplement Amendment shall hereinafter be referred to as the "Original Covenants".

NOW, THEREFORE, Declarant hereby declares that, except as hereinafter provided, the Ninth 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 Ninth Supplement and the Original Covenants, is described as follows:

Lots 152 and 156, Block 9, Lakemoor Subdivision No. 9, according to the official plat thereof.

2. Private Streets: Lot 152 Block 9, Lakemoor Subdivision No. 9 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 Ninth 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 3, 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. This restrictive covenant for the maintenance and operation of the private street cannot be modified and the Master Association cannot be dissolved without the express consent of the City of Eagle.

3. 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 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., dated December 3, 2019, 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.

4. Operation and Maintenance of Public Roadway Roadside Swales Storm Water and Drainage Facilities: The Master Association shall provide all light maintenance of the Public Roadway Roadside Swales Storm Water and Drainage Facilities to be performed in accordance with the Maintenance and Operation Manual approved by ACHD, dated November 8, 2019. Required "light duty" maintenance shall include, but not be limited to the following:

a. Landscape maintenance including, but not be limited to, mowing, trimming, fertilizing and irrigating; provided, however, any such irrigation shall not interfere with the operation of the Public Roadway Roadside Swales Storm Water and Drainage Facilities;

b. Collection and disposal of any and all trash and debris found in and around the easement area.

5. Building Restrictions: The building restrictions applicable to the Ninth 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;
Two Story	12' front yard; 10' rear yard; 3' side 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 40 year architectural composition shingles, 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. 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 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, with a stucco, stone or brick (or any combination thereof) base, 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 two and one half inches (2 1/2") caliper and twelve (6) 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 two and one half inches (2 1/2") caliper, for each 1500 square feet of area in the backyard and eight (8) 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 two and one half inches (2 1/2") caliper and twelve (8) 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, or other uses may be permitted except those constructed only of metal, or vegetation, not exceeding the height of five feet (5'), 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.

6. 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.

7. Ada County Highway District License Agreement: Declarant, as Licensee, has entered into a License Agreement with the Ada County Highway District ("ACHD") recorded as Instrument No. 2019-065433, records of Ada County, Idaho, (the "License"), which License

permits the Licensee to construct and install landscaping improvements, including sprinklers and other landscaping features, within ACHD's right of way, 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, including, without limitation, all of Licensee's indemnification obligations and the performance of all conditions set forth therein.

8. Amendment of Development Plans; Reservation of Development Rights: Development of the Ninth 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 MOD5, PP-03-05 MOD2 and DR-20-19, 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 Ninth 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.

9. 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.

10. Incorporation of Original Covenants: The covenants, conditions and restrictions contained in this Ninth 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 Ninth Supplement shall, however, control and prevail over any conflicting provisions contained in the Original Covenants.

11. Governmental Rules and Ordinances: In the event any of the provisions of this Ninth Supplement are less restrictive than any governmental rule, regulation or ordinance, then the more restrictive governmental rule, regulation or ordinance shall apply. This Ninth 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 has caused its name to be hereunto subscribed this 12<sup>th</sup> day of December, 2019.

D A LAND, INC.

By: [Signature]  
Daniel A. Torfin, President

STATE OF IDAHO )  
: ss.  
County of Ada )

On this 12<sup>th</sup> day of December, 2019, before me, a notary public, personally appeared Daniel A. Torfin, known or identified to me to be the President, of D A Land, 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 Boise, ID  
My Commission Expires: 09/19/20