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(Space Above For Recorder's Use)

**SEVENTH SUPPLEMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PINWOOD LAKES**

THIS SEVENTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINWOOD LAKES (this "**Seventh Supplement**") is made by ORION HOLDINGS, LLC, an Idaho limited liability company ("**Grantor**"), as successor to the ownership of substantially all of the real property not transferred to individual building lot owners and previously owned by Pinewood Lakes, LLC, an Idaho limited liability company, as granted by Pinewood Lakes, LLC to Sterling Savings Bank and then by Sterling Savings Bank to Grantor pursuant to that certain Assignment of Grantor Rights (Pinewood Lakes Subdivision), recorded in Ada County, Idaho on November 13, 2012 as Instrument No. 112119042.

RECITALS

A. Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho (the "**Property**"), more commonly known as Pinewood Lakes and more particularly described in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes, which was recorded in Ada County, Idaho on November 2, 2005 as Instrument Number 105165858 (the "**Original Declaration**"); as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes, recorded in Ada County, Idaho on August 22, 2006, as Instrument No. 106135455 (the "**Amendment**"); as supplemented by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes, recorded in Ada County, Idaho on January 14, 2004 as Instrument No. 104004609 (the "**First Supplement**"); as further supplemented by that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes, recorded in Ada County, Idaho on July 27, 2005 as Instrument No. 105102692 (the "**Second Supplement**"); as further supplemented by that certain The Reserve Third Supplement to Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes, recorded in Ada County, Idaho on November 2, 2005 as Instrument No. 105165860 (the "**Third Supplement**"); as further supplemented by that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes, recorded in Ada County, Idaho on August 2, 2006 as Instrument No. 106135456 (the "**Fourth Supplement**"); as further supplemented by that certain Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes, recorded in Ada County, Idaho on January 23, 2008 as Instrument No. 108008120 (the "**Fifth Supplement**"); and as further

supplemented by that certain Sixth Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes, recorded in Ada County, Idaho on December 7, 2012 as Instrument No. 112129212 (the "**Sixth Supplement**"). The Original Declaration, the Amendment, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement and the Sixth Supplement are collectively referred to herein as the "**Master Declaration**."

B. Grantor is the owner of certain real property located in Ada County, Idaho described in **Exhibit A** attached hereto (the "Phase 9 Property").

C. Master Association, which was formed on May 7, 2003, will obtain an interest in portions of the Phase 9 Property.

D. Pursuant to Section 17.1 of the Master Declaration, Grantor has the right to supplement the Master Declaration.

E. Grantor now desires to supplement the Master Declaration as set forth herein and declare that the Phase 9 Property, comprising a portion of Pinewood Lakes, is subject to the Master Declaration as supplemented by this Seventh Supplement.

NOW, THEREFORE, Grantor declares the Phase 9 Property and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easement and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Phase 9 Property, and to enhance the value, desirability and attractiveness of the Phase 9 Property. The terms, covenants, conditions, easement and restrictions set forth herein shall run with the land constituting the Phase 9 Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Phase 9 Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Phase 9 Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, and its successors in interest, Master Association, and each grantee or Owner (as such term is defined in the Master Declaration), and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or by Master Association.

1. Designation of and Rights to Common Areas.

1.1 Reserve Local Common Area. Lots 74, 80, 81 and 101, Block 12, of the Phase 9 Property, and all Improvements located on, over, under and across such lots, including any private streets or drives, culverts, security gates and mechanisms thereof, and all street lights and stormwater facilities not owned and operated by a public entity, are hereby designated as a portion of the Reserve Local Common Area, and not as Building Lots, and the Reserve Association shall maintain the Reserve Local Common Area, and every Member of the Reserve Association shall have a right to use the Reserve Local Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot in the Phase 9 Property, subject to the provisions of Article VII of the Master Declaration.

2. Specific Restrictions.

2.1 Residential Use. All Building Lots in the Phase 9 Property shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. Grantor intends to develop the Phase 9 Property in accordance with existing development approvals contained in City of Star files or any other development plan(s) for which Grantor may from time to time obtain approval.

2.2 Private Road. Lot 80, Block 12, of the Phase 9 Property shall be owned and maintained by the Reserve Association for the exclusive use of Members of the Reserve Association and their guests and invitees and shall be used for, without limitation, a private road and landscaping. Maintenance of such private road and landscaping shall be provided by the Reserve Association and paid for by assessments duly levied by the Reserve Association on Building Lots owned by Members of the Reserve Association.

2.3 Vegetation. Existing mature vegetation shall be retained whenever possible. The Reserve Local Common Area along Waterways shall be planted in a combination of natural grasses, trees and shrubs, for bank protection and fish/wildlife habitat.

2.4 Fencing and Walls. Any fence located on the real lot line of Building Lots 72, 73, 75-79, 82-87 and 89-100, or the southerly portion of Building Lot 88, Block 12, of the Phase 9 Property shall have a maximum height of five (5) feet above the finished graded surface of such Building Lot upon which such fence is situated; shall be "open" versus "solid" in design; and shall be constructed of wrought iron. Boundary walls shall not be allowed along the rear lot lines of Building Lots 77-79, 82-87 and 89-100, or the northerly portion of Building Lots 73, 75 and 88, Block 12, of the Phase 9 Property. Permitted boundary walls and retaining walls shall be constructed of natural stone or be faced in natural stone or stucco. Side lot line fences or walls shall be a minimum of two (2) feet behind the front plane of the residential structure. If walls are to be located along the side lot lines of Building Lots 77-79, 82-87 and 89-100, or the westerly portion of Building Lots 73 and 88 or the easterly portion of Building Lot 75, Block 12, of the Phase 9 Property, the wall along the side lot line may connect to the rear lot line fence and shall continue the design and height of the rear lot line fence for a distance of a minimum of eight (8) feet from the rear lot line along the side lot line. Fencing shall be allowed to extend to the edge of Waterways; however, any fence constructed in the riparian areas shall have a gate with a minimum of five (5) feet in width to provide access to the Reserve Association. Gates shall be allowed into any Common Area. All other provisions of Section 4.1.7 of the Master Declaration not in conflict with this Section 2.4 shall remain in full force and effect.

2.5 Waterways. All ponds constructed in the future of the Phase 9 Property shall be owned, managed and maintained by the Reserve Association (the "Waterway Ponds"). Grantor intends that Building Lots 88-100, Block 12, of the Phase 9 Property, as designated on the Phase 9 Plat (the "Pond Adjacent Lots"), eventually will be adjacent to Waterway Ponds in the back or side yard of such Building Lots. Each such Building Lot includes a ten (10) foot riparian setback from the ordinary high water mark of such Waterway Ponds. The ordinary high water mark is the line which water impresses on soil of the Waterway

Ponds by covering it for sufficient periods of time to deprive the soil of its vegetation. No docks or other structures are permitted above such ordinary high water mark on any Pond Adjacent Lot. No nutrients, debris, pressurized irrigation water, boats, flotation devices, pets or other domestic animals shall be allowed to enter any Waterway Pond. Lighting on all Pond Adjacent Lots shall be subdued, and no brightly colored outdoor furniture or equipment shall be permitted on such Pond Adjacent Lots. All landscape water features on Pond Adjacent Lots shall require approval by the Design Committee. All other provisions of the Master Declaration in connection with man-made Waterways and landscaping shall remain in full force and effect. The Reserve Association, or the Master Association, with the approval of the City of Star Public Works Department, shall have the right to drain storm water run-off into such man-made Waterway Ponds. Additional building and maintenance requirements shall be imposed upon the Pond Adjacent Lots by the Reserve Association and/or the Design Committee, and all landscaping and any change in the Improvements of such Pond Adjacent Lots requires advance approval by the Design Committee. Catch and release fishing shall be permitted in the Waterway Ponds only by Members of the Reserve Association. The fish population in the Waterway Ponds shall be monitored by the Board of the Reserve Association which, in the Reserve Association Board's discretion, in order to control the fish population may either prohibit fishing or designate time period(s) during which fish caught may be kept rather than released.

3. Easements and Other Matters.

3.1 Drainage and Utility Easements. Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas that would fill, alter the original grade, interfere with or prevent such easement(s) from being used for such drainage or utility purpose. Owners shall install culvert piping in the barrow ditch beneath any private driveway constructed on a Building Lot and shall install and maintain landscaping on such barrow ditch subject to approval by the Design Committee, so long as the same would not interfere with or prevent such areas from being used for their intended purposes. Provided, that any damage sustained to improvements on such easement areas as a result of legitimate use of such easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

3.2 Local Common Area Restrictions. The Phase 9 Waterway Ponds, including the ten (10) foot riparian setback from the ordinary high water mark of such Waterway Ponds, shall be kept in an undeveloped and natural setting for the purpose of protecting and preserving wild life and fishery habitat along and around the Waterway Ponds.

4. Miscellaneous. The easements of this Seventh Supplement shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Seventh Supplement shall run until December 31, 2025, unless amended as provided in the Master Declaration. After December 31, 2025, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least two-thirds (2/3) of the voting power of Master Association and such written instrument is recorded with the Ada County, Idaho, Recorder's office.

6. **Effect Upon Recording.** Upon the recording hereof, the terms and provisions set forth in the Master Declaration shall be amended and supplemented by the terms hereof. If there is any conflict between the terms of this Seventh Supplement and the Master Declaration, this Seventh Supplement shall control.

GRANTOR:

By: Donald G. Newell, Manager

On this 29 day of February, 2013, before me, a Notary Public in and for said state, personally appeared **DONALD G. NEWELL**, known or identified to me (or proved to me on the oath of _____) to be the Manager of **ORION HOLDINGS, LLC**, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and who acknowledged to me that such company executed the same.

My Commission Expires 1-20-18

OWNER OF ANNEXED PROPERTY:

MAGELLAN DEVELOPMENT, LLC,
an Idaho limited liability company

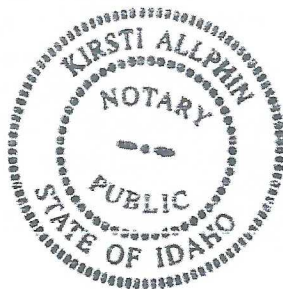
By _____

Donald G. Newell
Manager/Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this 17 day of August, 2013, before me, a Notary Public in and for said state, personally appeared **DONALD G. NEWELL** known or identified to me (or proved to me on the oath of _____) to be the Manager/Managing Member of **MAGELLAN DEVELOPMENT, LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and who 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 IDAHO

Residing at Skaneateles

My Commission Expires 7/1/14

EXHIBIT A
(Legal Description of the Phase 9 Property)

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 18, THENCE FOLLOWING THE NORTHERLY LINE OF SAID SECTION 18 S88°25'08"E A DISTANCE OF 1202.51 FEET TO A FOUND 5/8 INCH REBAR MARKING THE WEST 1/16 CORNER OF SAID SECTION 18, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTH 1/4 CORNER OF SAID SECTION 18 BEARS S88°25'08"E A DISTANCE OF 1302.01 FEET; THENCE LEAVING SAID NORTHERLY LINE, AND FOLLOWING THE WESTERLY LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18 AND THE WESTERLY LINES OF PINEWOOD LAKES SUBDIVISION PHASE 1, PHASE 2, PHASE 4 AND PHASE 6, S00°25'33"W A DISTANCE OF 1,893.53 FEET TO A FOUND 5/8 INCH REBAR MARKING THE SOUTHWEST CORNER OF PINEWOOD LAKES SUBDIVISION - PHASE 6 AND BEING THE POINT OF BEGINNING.

THENCE LEAVING SAID WESTERLY LINES AND FOLLOWING THE SOUTHERLY BOUNDARY OF PINEWOOD LAKES SUBDIVISION PHASE 6 THE FOLLOWING FIVE (5) COURSES:

S47°37'38"E A DISTANCE OF 493.13 FEET TO A FOUND 5/8 INCH REBAR;

S81°48'21"E A DISTANCE OF 403.25 FEET TO A FOUND 5/8 INCH REBAR;

N12°42'10"W A DISTANCE OF 35.94 FEET TO A FOUND 5/8 INCH REBAR;

N79°05'04"E A DISTANCE OF 220.11 FEET TO A FOUND 5/8 INCH REBAR;

N80°24'51"E A DISTANCE OF 224.77 FEET TO A FOUND 5/8 INCH REBAR;

THENCE LEAVING SAID SOUTHERLY BOUNDARY AND FOLLOWING THE EASTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES:

N10°29'49"E A DISTANCE OF 466.07 FEET TO A FOUND 5/8 INCH REBAR;

N21°20'28"E A DISTANCE OF 100.39 FEET TO A FOUND 5/8 INCH REBAR MARKING THE NORTHEAST CORNER OF SAID PHASE 6, THE SOUTHEAST CORNER OF PINEWOOD LAKES SUBDIVISION PHASE 3 AND THE SOUTHWEST CORNER OF PINEWOOD LAKES SUBDIVISION PHASE 5;

THENCE LEAVING SAID EASTERLY BOUNDARY AND FOLLOWING THE SOUTHERLY BOUNDARY OF SAID PHASE 5 THE FOLLOWING SIXTEEN (16) COURSES:

S63°35'22"E A DISTANCE OF 388.63 FEET TO A FOUND 5/8 INCH REBAR;

106.73 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 520.00 FEET, A DELTA ANGLE OF 11°45'35", A CHORD BEARING OF S69°28'08"E AND A CHORD DISTANCE OF 106.54 FEET TO A FOUND 5/8 INCH REBAR;

S75°20'55"E A DISTANCE OF 123.29 FEET TO A FOUND 5/8 INCH REBAR;

74.27 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 532.50 FEET, A DELTA ANGLE OF 07°59'29", A CHORD BEARING OF N10°39'21"E AND A CHORD DISTANCE OF 74.21 FEET TO A FOUND 5/8 INCH REBAR;

N14°39'05"E A DISTANCE OF 40.34 FEET TO A FOUND 5/8 INCH REBAR;

S75°20'55"E A DISTANCE OF 65.00 FEET TO A FOUND 5/8 INCH REBAR;

S14°39'05"W A DISTANCE OF 40.34 FEET TO A SET 5/8 INCH REBAR;

44.73 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 467.50 FEET, A DELTA ANGLE OF 05°28'54", A CHORD BEARING OF S11°54'39"W AND A CHORD DISTANCE OF 44.71 FEET TO A FOUND 5/8 INCH REBAR;

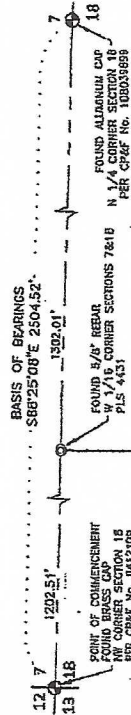
S75°20'55"E A DISTANCE OF 347.06 FEET TO A FOUND 5/8 INCH REBAR;
 222.11 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE
 HAVING A RADIUS OF 455.00 FEET, A DELTA ANGLE OF 27°58'08", A CHORD BEARING
 OF S89°19'59"E AND A CHORD DISTANCE OF 219.91 FEET TO A FOUND 5/8 INCH REBAR;
 27.44 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE
 HAVING A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 15°43'11", A CHORD BEARING
 OF S06°16'02"E AND A CHORD DISTANCE OF 27.35 FEET TO A FOUND 5/8 INCH REBAR;
 S01°35'36"W A DISTANCE OF 59.59 FEET TO A FOUND 5/8 INCH REBAR;
 15.16 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE
 HAVING A RADIUS OF 125.00 FEET, A DELTA ANGLE OF 06°56'55", A CHORD BEARING
 OF S01°52'52"E AND A CHORD DISTANCE OF 15.15 FEET TO A SET 5/8 INCH REBAR;
 S11°36'40"W A DISTANCE OF 131.39 FEET TO A SET 5/8 INCH REBAR;
 20.14 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE
 HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 23°04'26", A CHORD BEARING OF
 S25°48'45"E AND A CHORD DISTANCE OF 20.00 FEET TO A SET 5/8 INCH REBAR;
 S89°49'09"E A DISTANCE OF 129.32 FEET TO A FOUND 5/8 INCH REBAR ON THE
 WESTERLY BOUNDARY OF CELESTIAL VILLAGE PHASE 1 AND THE EASTERLY LINE
 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18:
 THENCE LEAVING SAID SOUTHERLY BOUNDARY AND FOLLOWING THE WESTERLY
 BOUNDARY OF SAID CELESTIAL VILLAGE PHASE 1 SUBDIVISION AND THE EASTERLY LINE
 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, S00°27'50"W A DISTANCE OF 533.14 FEET TO
 A FOUND 5/8 INCH REBAR MARKING THE C-E 1/16 CORNER OF SECTION 18:
 THENCE LEAVING SAID WESTERLY BOUNDARY, N82°06'54"W A DISTANCE OF 56.66 FEET TO
 A POINT ON THE CENTERLINE OF CANYON CANAL FROM WHICH TWO SET ALUMINUM CAPS
 (30' REFERENCE MONUMENTS) BEAR N27°36'33"E A DISTANCE OF 30.00 FEET AND N03°04'37"W
 A DISTANCE OF 30.00 FEET;
 THENCE FOLLOWING SAID CENTERLINE OF CANYON CANAL, N63°46'07"W A DISTANCE OF
 331.27 FEET TO A POINT FROM WHICH TWO SET ALUMINUM CAPS (35' REFERENCE
 MONUMENTS) BEAR N53°04'26"E A DISTANCE OF 35.00 FEET AND N10°11'48"W A DISTANCE OF
 35.00 FEET;
 THENCE FOLLOWING SAID CENTERLINE OF CANYON CANAL, N81°35'34"W A DISTANCE OF
 2287.82 FEET TO A POINT FROM WHICH A SET ALUMINUM CAP (20' WITNESS CORNER) BEARS
 N00°25'33"E A DISTANCE OF 20.00 FEET;
 THENCE N00°25'33"E A DISTANCE OF 336.34 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.69 ACRES. MORE OR LESS.

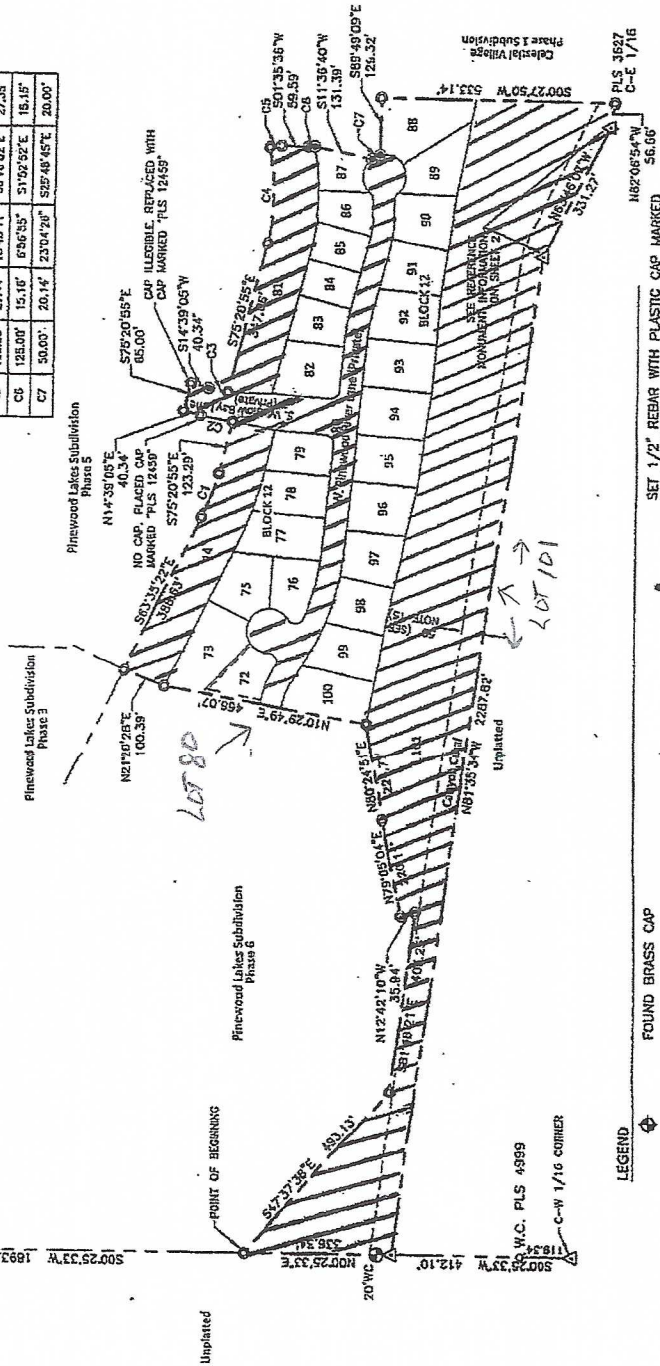
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PLAN OF PINEWOOD LAKES SUBDIVISION - PHASE 9

A PARCEL OF LAND SITUATED IN A PORTION OF THE SW 1/4 OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO.
2013



CURVE	RADIUS	LENGTH	DELTA	CHORD BEG	CHORD END
C1	520.00'	106.73'	11°45'39"	S69°28'08"E	108.54'
C2	533.60'	74.29'	7°50'29"	N10°39'21"E	74.21'
C3	467.50'	44.73'	5°28'04"	S11°54'39"W	44.71'
C4	485.00'	222.11'	27°58'08"	S89°10'59"E	210.01'
C5	100.00'	27.44'	15°12'11"	S61°10'21"E	27.35'
C6	125.00'	15.16'	6°56'55"	S15°02'32"E	15.15'
C7	50.00'	20.14'	23°04'26"	S29°48'45"E	20.00'



FOUND BRASS CAP	SET 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 12459"
FOUND ALUMINUM CAP	CALCULATED POINT
SET WITNESS CORNER. 2" ALUMINUM CAP MARKED "2" W.C. PLS 12459"	LOT NUMBER
SET WITNESS CORNER. 2" ALUMINUM CAP MARKED "20" W.C. PLS 12459"	SUBDIVISION BOUNDARY LINE
SET REFERENCE MONUMENT. 2" ALUMINUM CAP MARKED "30" R.M. PLS 12459"	LOT LINE
SET REFERENCE MONUMENT. 2" ALUMINUM CAP MARKED "35" R.M. PLS 12459"	SECTION LINE
FOUND 5/8" REBAR MARKED "PLS 4431" UNLESS NOTED OTHERWISE	EASEMENT LINE
SET 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 12459"	
FOUND 1/2" REBAR AS MARKED "PLS 4/31" UNLESS NOTED OTHERWISE	

SURVEY REFERENCES
 1. PINEWOOD LAKES SUBDIVISION PHASE 1, BOOK 96, PAGES 11, 12, 13, 14, 15, 16, 17, RECORDS OF ADA COUNTY, IDAHO.
 2. PINEWOOD LAKES SUBDIVISION PHASE 2, BOOK 96, PAGES 11, 12, 13, 14, 15, 16, 17, RECORDS OF ADA COUNTY, IDAHO.
 3. CELESTIAL WILLOW PHASE 1 SUBDIVISION, BOOK 99, PAGES 10, 11, 12, 13, 14, 15, 16, 17, RECORDS OF ADA COUNTY, IDAHO.

- NOTES**
- IRRIGATION BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS AS SPECIFICALLY APPROVED AND/OR REQUIRED.
 - ANY RESUBDIVISION OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
 - IRRIGATION WATER HAS BEEN PROVIDED FROM MIDDLETON IRRIGATION ASSOCIATION, INC. IN CONFORMANCE WITH IDAHO CODE SECTION 31-30603. ANY CHANGES TO THE IRRIGATION SYSTEM SHALL BE APPROVED BY THE IRRIGATION ASSOCIATION, INC. REFER TO RES. NO. 100078174, ADA COUNTY RECORDS.
 - THIS DEVELOPMENT RECOGNIZES SECTION 22-4603 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL BUSINESS, OR ANY OTHER OPERATION SHALL BE OR BECOME A NUISANCE, PRIVATE NUISANCE, OR PUBLIC NUISANCE, OR BE THE CAUSE OF A NUISANCE, PRIVATE NUISANCE, OR PUBLIC NUISANCE, AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATIONAL FACILITY OR EXPANSION WAS NOT THE CAUSE OF THE NUISANCE. THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLECTFUL OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
 - LOTS 74, 80, 81 AND 101, BLOCK 12 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE PINEWOOD LAKES COMMUNITY ASSOCIATION, DISTRICT AND PUBLIC UTILITIES OVERSEER.
 - LOT 80, BLOCK 12 IS A PRIVATE ROAD AND MAINTENANCE FOR SAID LOT IS AS PROVIDED FOR IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION. THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ACCESS TO ALL LOTS IN THIS SUBDIVISION.
 - ALL FRONT LOT LINES CONTAIN TO THE FRONT BOUNDARY OF LOT 80 (LOT 80) CONTAIN A 15.00' FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS AND HOMEOWNERS' ASSOCIATION IRRIGATION AND DRAINAGE, UNLESS OTHERWISE SHOWN.
 - ALL REAR LOT LINES CONTAIN A 10.00' FOOT WIDE PUBLIC UTILITIES EASEMENT AND HOMEOWNERS' ASSOCIATION IRRIGATION AND DRAINAGE EASEMENT UNLESS OTHERWISE SHOWN.
 - ALL COMMON SIDE LOT LINES CONTAIN A 5.00' FOOT WIDE EASEMENT FOR HOMEOWNERS' ASSOCIATION IRRIGATION AND DRAINAGE, UNLESS OTHERWISE SHOWN.
 - LOTS SHALL NOT BE REBUILT IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF STAR.
 - NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
 - REFERENCE IS MADE TO THE PUBLIC HEALTH RESTRICTION ON FILE REGARDING ADDITIONAL RESTRICTIONS.
 - THIS PLAN IS SUBJECT TO AND BEING ANNEXED INTO PINEWOOD LAKES COMMUNITY ASSOCIATION, DISTRICT AND PUBLIC UTILITIES OVERSEER AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINEWOOD LAKES, INSTRUMENT NO. 114056308, RECORDS OF ADA COUNTY, IDAHO.
 - LOTS 74, 81 AND A PORTION OF LOT 80, BLOCK 12 ARE SUBJECT TO A BLANKET EASEMENT FOR THE OPERATION AND MAINTENANCE OF THE EASEMENT FOR THE OPERATION AND MAINTENANCE OF THE CANYON CANAL AS SHOWN HEREIN.
 - MAINTENANCE OF ANY IRRIGATION OR IRRIGATION DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH INSTRUMENT NO. 100078174, ADA COUNTY RECORDS.

DEVELOPER
Magellan Development, LLC
 EAGLE, IDAHO



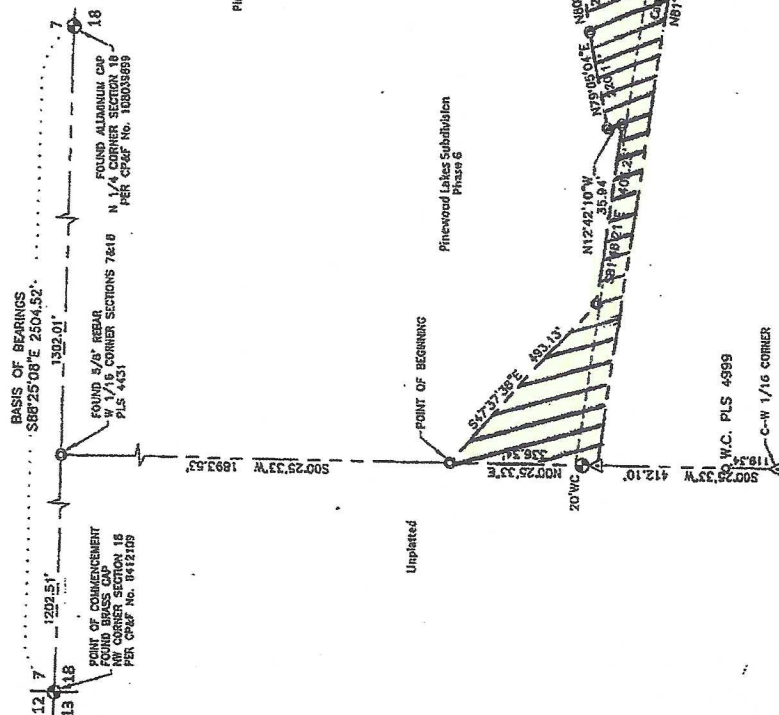
K.M. ENGINEERING
 ENGINEERS, SURVEYORS, PLANNERS
 9323 WOODHART STREET
 BOISE, IDAHO 83725
 PHONE (208) 639-6039
 FAX (208) 639-6030

BK 105 PG 14428

PLAT OF
PINWOOD LAKES SUBDIVISION - PHASE 9

A PARCEL OF LAND SITUATED IN A PORTION OF THE SW 1/4 OF THE
 NE 1/4 AND THE SE 1/4 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST,
 BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO.

2013



CURVE TABLE					
CURVE	ADIUS	LENGTH	DELTA	CHORD BEG	LENGTH
C1	520.00'	106.37'	1°14'55.35"	S69°59'58"E	108.54'
C2	532.50'	74.27'	7°59'26"	N10°39'13"E	74.21'
C3	467.50'	44.73'	5°29.54"	S11°15'39"W	44.71'
C4	455.00'	222.11'	27°58'00"	S89°15'58"E	210.91'
C5	100.00'	27.44'	16°54'31"	S78°16'02"E	27.35'
C6	125.00'	15.16'	6°56'55"	S17°52'56"E	15.15'
C7	50.00'	20.14'	23°02'26"	S25°48'45"E	20.00'

NOTES

1. MINOR BUILDING STRUCTURE LINES SHALL BE IN ACCORDANCE WITH THE CITY OF ST. LOUIS APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS AS SPECIFICALLY APPROVED AND/OR REQUIRED.
2. ANY RESUMPTIONS OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBMISSION.
3. IRRIGATION WATER HAS BEEN PROVIDED FROM MADISON/LEON IRRIGATION ASSOCIATION, INC. IN COMPLIANCE WITH DAM CODE SECTION 3-1305(F)(1). THE ASSOCIATION HAS BEEN ADVISED OF THE PROPOSED REVISIONS TO THE PLAT AND WILL BE OBLIGATED FOR ASSESSMENTS FROM MADISON/LEON IRRIGATION ASSOCIATION, INC. REFER TO LIST NO. 104076174, ADA COUNTY RECORDS.
4. THIS DEVELOPMENT RECOGNIZES SECTION 72-4903 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL OR PUBLIC, THAT HAS CHANGED CONDITIONS SO AS TO BECOME A LIABILITY OR NEIGHBORHOOD ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN FIVE YEARS SHALL BE THE SUBJECT OF ANY ACTION FOR ENJOINING OR A VOUCHER OF THE RIGHT TO FARM ACT. THE EFFECT OF THIS SECTION SHALL NOT APPLY WHEN AN INSURANCE RESULTS FROM THE IMPROPER OR NEGLECTFUL OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
5. LOTS 74, 80, 81 AND 101, BLOCK 12 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE PINEWOOD LAKES COMMUNITY ASSOCIATION.
6. LOT 80, BLOCK 12 IS SUBJECT TO A BLANKET SEWER AND WATER DISTRICT AND PUBLIC UTILITIES EASEMENT.
7. LOT 80, BLOCK 12, IS A PERMANE ROAD AND MAINTENANCE FOR SAID LOT IS AS SUBMITTED FOR THIS COVENANT. COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS EASEMENT SHALL BE THE SAME AS ALL PIONEER INGRESS-EGRESS FOR ACCESS TO ALL LOTS IN THIS SUBDIVISION.
8. ALL FRONT LOT LINES COMPLY TO THE PRIVATE INGRESS-EGRESS WAY (LOT 80) CONTAIN A 15.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS AND HOMEOWNER'S ASSOCIATION IRRIGATION AND DRAINAGE UNLESS OTHERWISE SHOWN.
9. ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE PUBLIC UTILITIES EASEMENT UNLESS OTHERWISE SHOWN.
10. ALL COMMON SIDE LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT FOR PUBLIC HOMEOWNER'S ASSOCIATION IRRIGATION AND DRAINAGE UNLESS OTHERWISE SHOWN.
11. LOTS SHALL NOT BE SUEVED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF ST. LOUIS.
12. NO ADDITIONAL COVERTER WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
13. REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
14. THIS PLAT IS SUBJECT TO AND BEING ANNEXED INTO PINEWOOD LAKES COMMUNITY ASSOCIATION. THE PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINEWOOD LAKES". INSTRUMENT NO. 11105303026, ADA COUNTY RECORDS, CANON, DANG.
15. LOTS 74, 80, 81 AND A PORTION OF LOT 80, BLOCK 12 ARE SUBJECT TO A LAMBERTS EASEMENT CANON, LOT 80, BLOCK 12 ARE SUBJECT TO THE EASEMENT FOR THE OPERATION AND MAINTENANCE OF THE CANON CANAL AS SHOWN HEREON.
16. MAINTENANCE OF ANY IRRIGATION OR IRRIGATION DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH CROSSING IS THE SUBJECT OF A SEPARATE INSTRUMENT. NO DAMAGE INFLICTED BY INSTRUMENT NO. 106057172, ADA COUNTY RECORDS.

DEVELOPER

DEVELOPER
Magellan Development, LLC
EAGLE, IDAHO

