

**EIGHTH SUPPLEMENT
TO THE
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINWOOD LAKES**

This Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes (this "Eighth Supplement") is made this 2nd day of February, 2018, by Arete Investments Group, LLC, an Idaho limited liability company ("Grantor") and Pinewood Lakes Community Association, Inc., an Idaho nonprofit Corporation ("Association").

RECITALS

- A. WHEREAS Grantor is the owner of, or has an interest in, certain real property located in Ada County, Idaho, more commonly known as Pinewood Lakes Villas Plat Map, see Exhibit A attached hereto and made a part hereof, and
- B. WHEREAS Grantor intends to develop and record the Pinewood Lakes Villas Plat Map as a Final Plat on the records of Ada County, Idaho, and
- C. WHEREAS certain Declaration of Covenants, Conditions and Restrictions for Pinewood Lakes have been recorded in Ada County, Idaho on November 17, 2003 as Instrument Number 103193482 (the "Property") (the "Declaration"), and
- D. WHEREAS a certain plat, identified as Pinewood Lakes Subdivision No. 1 as filed in Book 87 of Plats, Pages 9974 - 9976, in the records of Ada County, Idaho (the "Pinewood Lakes Villas Plat") has been recorded, and
- E. WHEREAS the Association was formed on May 7, 2003 and has an interest in the Property, and
- F. WHEREAS, Pursuant to the Declaration, the Association has the right to supplement the Declaration, and
- G. WHEREAS, Grantor desires for the 20 Townhome Lots of the Pinewood Lakes Villas Plat Map to be included in the Association, and
- G. WHEREAS Grantor and the Association now desire to supplement the Declaration as set forth below, and declare that certain real property identified as Pinewood Lakes Villas, which portion is legally described on Exhibit B attached hereto and made a part hereof (the "Pinewood Lakes Villas"), is subject to the Declaration as supplemented by this Eighth Supplement.

AGREEMENT

NOW THEREFORE, Grantor hereby declares the Pinewood Lakes Villas 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, easements 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 Pinewood Lakes Villas Property, and to enhance the value, desirability and attractiveness of the Pinewood Lakes Villas Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Pinewood Lakes Villas Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Pinewood Lakes Villas Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Pinewood Lakes Villas Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest, the Association, and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

1. Private Road. Lot 6, as depicted on the Pinewood Lakes Villas Subdivision Plat map (Exhibit A), is a private road owned, operated and maintained by the Association as provided further in the Declaration. The Association shall have the right to transfer such private road to an appropriate public highway district conditioned only upon reasonable assurances by such public highway district that such road will be owned, operated and maintained in a manner that will; provide access to and from such road to Owners of the Property on a continuing basis; provide a quality of operation and maintenance comparable to the Community-Wide Standard; and meet all applicable governmental laws, ordinances and regulations. For purposes of this Section 1, Grantor is hereby appointed and made attorney-in-fact for the Association, with full power of attorney to consummate any such transfer of such private road.

2. Common Area Lots. Upon recording of the Final Plat Map for the Pinewood Lakes Subdivision, Grantor shall deed Lots 2, 6, 7, 16, 23 and 30 to the Association and they shall become private, Common Area lots to be owned, operated and maintained by the Association.

3. Excluded Lots. Lots 1, 4 and 5 of the Pinewood Lakes Subdivision Map are Commercial Lots and shall be excluded from this, and all, declarations & CC&Rs of the Association. Lot 3 of the Pinewood Lakes Subdivision Map contains an existing Sewer Lift Station that shall be deeded to the Sewer District and shall also be excluded from this, and all, declarations & CC&Rs of the Association. The Association shall have rights to landscape and maintain any landscaping they desire upon this lot.

4. Setbacks. The setback of all single-family residential structures shall comply with the Pinewood Lakes Villas Plat and shall include setbacks of: Twenty (20) feet from the rear lot line of a Building Lot; Three (3) feet from the front lot line of a Building Lot; Zero (0) feet from all interior side lot lines, and Ten (10) feet from a street-adjacent side lot line.

5. Additional Assessment for Pinewood Lakes Villas Townhomes. The calculation of Regular Assessments shall include an additional amount for:

- a) The cost to maintain the private road described in Section 1 above, and
- b) The cost to maintain the community mailboxes, fences, light posts, etc.

The Board of the Association shall compute and levy the amount of such additional amount in the same manner as the calculation of the Regular Assessment described in Section 7.6.2 of the Declaration.

6. Reserves Assessments for Pinewood Lakes Villas Townhomes. In addition to the assessment above, the Association shall calculate and assess to each lot owner a prorated amount to be held in reserves by the Association. These reserved funds shall be used for, but not limited to, the routine maintenance, repair and replacement of all roofs on the 20 Townhome Units throughout the Pinewood Lakes Villas property.

7. Minimum Square Footage. The third full paragraph of Section 4.1 of the Declaration is hereby deleted in its entirety and replaced as follows:

7.1 Each two-story single-family dwelling unit or structure shall have a minimum of twelve hundred and fifty (1,250) square feet of livable space, and each two-story single-family dwelling unit or structure shall have a minimum of seven hundred and fifty (750) square feet of livable space on the ground floor. Livable space shall not include basements, garages, carports, patios, breezeways, storage rooms, porches or similar structures. Townhomes Homes shall have minimum square footage requirements as set forth by the Grantor or the Design Committee for the Phase containing such Townhome.

8. Additional Design Guidelines. In addition to all general and specific restrictions outlined in Section 4 of the Declaration, the following restrictions shall apply to all Building Lots that comprise the Pinewood Lakes Villas Property:

8.1 Fencing. All fencing shall be constructed with vinyl or wrought iron materials and must be approved by the Design Committee prior to construction.

8.2 Colors. All exterior coloring of any improvement on all Building Lots that comprise the Pinewood Lakes Villas Homes Property shall be approved by the Design Committee.

8.3 Roofing. All roofs shall be constructed of 30-year architectural asphalt roof with a color approved by the Design Committee prior to construction.

8.4 Landscaping. All Building Lots that comprise the Pinewood Lakes Villas Homes Property shall be required to have an automated sprinkling system for the planter bed areas only. ~~The Owners of each such Building Lot shall be required to keep their non-grass areas of the property free of weeds and debris. All grass areas of the Pinewood Lakes Villas shall be maintained by the Association's landscaping contractor as part of the HOA dues paid by the Townhome Lot owner and offset by the cost savings of the minimal amount of landscaping water used by these lots.~~

8.5 Security Lighting. Each Owner shall be required to install two (2) photo-sensor activated coach lights attached to the exterior garage walls on each side of the garage doors of each such Owner's residential Structure. These lights shall be hardwired to the electrical panel and must always be kept in working order to provide security lighting for the alley way at the rear of homes.

8.6 Storage Facilities. No detached storage structures (sheds, or otherwise) shall be allowed on the Building Lots that comprise the Pinewood Lakes Villas Homes Property.

8.7 Storage of Recreational Vehicles/Equipment. No recreational or non-working vehicles shall be stored outside of the garages of each home for more than 72 hours at a time. Owners shall have full rights to use the Pinewood Lakes RV Storage lot, per the Master Association CC&Rs.

9. Capital Contribution to HOA. In lieu of Grantor installing an amenity in the Pinewood Lakes Villas Property, Grantor shall make a capital contribution (in the amount agreed upon in the Pinewood Lakes Villas HOA Inclusion and Capital Contribution Agreement) to gain access to the Pinewood Lakes HOA Amenities and Open Space through sale/closing of the first residential lot. In addition, an HOA inclusion of \$650/lot fee shall be paid at the initial sale/closing of each additional lot. This inclusion fee is in addition to the regular HOA Set Up fee assessed by the HOA at closing.

10. Release and Removal of Previous Pressurized Irrigation Agreement. By signing this document all parties agree to release and remove the 20 Residential Townhome lots, as well as the common lots listed above, from the Pressurized Irrigation Service Settlement Agreement (dated August 9th, 2016). Townhome owners shall have no obligation of payment for use of the Pressurized Irrigation Water apart from the amount assessed through their monthly HOA dues to the Association. The Pressurized Irrigation Service Settlement Agreement will remain in effect for all Commercial Lots bound by said agreement.

11. Notification to new owners. To insure understanding and awareness off these guidelines, all buyers (both new construction and resale) in the Pinewood Lakes Villas shall review and sign the "Pinewood Lakes Villas Townhomes General Information" addendum (see Exhibit C) upon the purchase of a Pinewood Lakes Villas Townhome.

12. Commencement of HOA Dues. HOA Dues and Assessments (see Section 5 and 6 above) shall commence for each lot upon the commencement of construction on said lot.

13. Association's Rights to Maintain all Landscaped Areas. All individual lot owners shall grant unto the Association the right to maintain all landscaped areas within the community both upon Common Area Lots and Privately-owned Lots. Among the services provided to the Owners in the Pinewood Lakes Villas by the Association is landscape maintenance for each Lot, the cost for which is included in the assessments levied by the Association. The landscape maintenance services are provided under the direction, management and control of the Board of Directors of the Association. Although the precise services to be provided by the Association, and the timing, extent and frequency thereof, are subject to change from time to time by the Board of Directors in the exercise of the reasonable business judgment of the members thereof, generally, the landscape maintenance services to be provided by the Association will include the following:

- Lawn mowing, trimming and edging.
- Fertilizing of lawns, trees and shrubs.
- Seasonal trimming and pruning of trees and shrubs.
- Weed control in planter beds and lawns.
- Billbug control.
- Sprinkler spring start up, three seasonal adjustments, and winterization.
- Management of watering schedule for each lot; frequency and duration.
- Seasonal raking and leaf removal.
- Repair of landscape sprinklers and related equipment on Common Area Lots.

Landscape maintenance services generally not provided by the Association include the following:

- Installation of landscaping improvements.
- Care of potted plants wherever located.
- Care of roses, annuals, perennials and other similar specialty plantings installed by Builder or Owner.
- Care of any vegetable or herb gardens or the like.
- Treatment, removal, or replacement of dead, dying or diseased trees and shrubs.
- Pest control (other than billbug).
- Repair of landscape sprinklers and related equipment on Privately-owned Lots.
- Snow removal for sidewalks and driveways on Privately-owned Lots

These services must be provided by each Owner. In addition to the foregoing, the landscape maintenance services provided by the Association do not include any maintenance or repair of an Owner's dwelling, including without limitation, exterior walls, porches, patios, patio covers, decks and walkways.

14. Capitalized terms used but not defined herein shall have the same meaning as found in the Declaration.

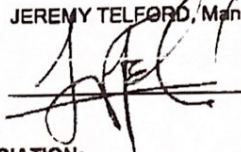
15. Upon the recording hereof, the terms and provisions set forth in the Declaration recorded as Instrument No. 103193482, shall be amended and supplemented by the terms hereof. If there is any conflict between the terms of this Eighth Supplement and/or the Declaration, this Eighth Supplement shall control.

IN WITNESS WHEREOF, Grantor and the Association have set their hand the day and year first above Written.

GRANTOR:

ARETE INVESTMENTS GROUP, LLC, an Idaho
limited liability Company

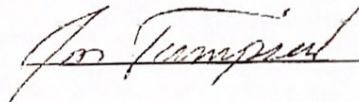
By: JEREMY TELFORD, Manager

 2/6/18

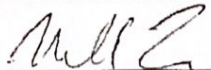
ASSOCIATION:

PINEWOOD LAKES COMMUNITY ASSOCIATION, INC. an Idaho
nonprofit Corporation

By: JON TURNIPSEED, President



By: MIKE TRAFICANTE, Secretary & Treasurer

 2/8/18

STATE OF IDAHO)
) SS.
County of Ada)

On this 6 day of February, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Sammy Tedford, known or identified to me to be the Managing Member of ARETE INVESTMENTS GROUP, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of ARETE INVESTMENTS GROUP, LLC, 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.



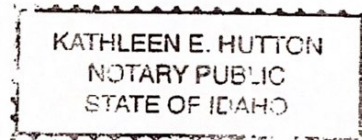
Deborah K. Lewis
Notary Public for City of STAR
Residing at City of STAR
My Commission expires: October 25, 2018

STATE OF IDAHO)
) SS.
County of Ada)

On this 2 day of March, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon Turloose, known or identified to me to be the PRESIDENT of PINWOOD LAKES COMMUNITY ASSOCIATION, INC, that executed the instrument or the person who executed the instrument on behalf of PINWOOD LAKES COMMUNITY ASSOCIATION, INC 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.

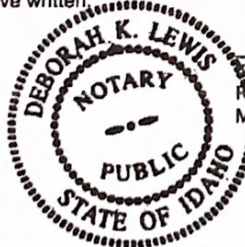
Kathleen E. Hutton
Notary Public for City of Star
Residing at Star ID
My Commission expires: 4-1-2020



STATE OF IDAHO)
) SS.
County of Ada)

On this 8 day of February, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Tedford, known or identified to me to be the Treasurer of PINWOOD LAKES COMMUNITY ASSOCIATION, INC, that executed the instrument or the person who executed the instrument on behalf of PINWOOD LAKES COMMUNITY ASSOCIATION, INC 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.



Deborah K. Lewis
Notary Public for City of STAR
Residing at City of STAR
My Commission expires: October 25, 2018

