

ACCOMMODATION

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/16/08 02:35 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Pioneer

AMOUNT 18.00

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

THIS SECOND SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter referred to as "Second Supplement") is made on the date hereinafter set forth, by DMB Development, LLC, an Idaho limited liability company ("Declarant").

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Second Supplement Property", more particularly described as Lakemoor Subdivision No. 2, according to the official plat thereof, recorded on the 7th day of August, 2007, in Book 98 of Plats, pages 12581 through 12584, as Instrument No. 107111724, records of Ada County, Idaho; and

WHEREAS, Declarant 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, Declarant 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, the Master Declaration and the First Supplement 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; and

NOW, THEREFORE, Declarant hereby declares that the Second Supplement Property shall be held, sold, conveyed and 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 is described as follows:

Lots 55, 57 and 68, Block 7, Lakemoor Subdivision No. 2, according to the official plat thereof.

2. Pathway: The pathway to be constructed by Declarant in Lot 55, Block 7 Lakemoor Subdivision No. 2 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 Lot 52, Block 6 Lakemoor Subdivision No. 1 shall be owned and maintained by the Master Association in accordance with the provisions of Article X of the Master Declaration.

3. Private Streets: Lot 57, Block 7, Lakemoor Subdivision No. 2 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 Second 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 4, 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.

4. Private Storm Drainage Facilities: Declarant has constructed certain storm water drainage and retention facilities, consisting of roadside swales, buried pipelines, water quality 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 roadside swales, 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 roadside swales, 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. Restrictions and requirements on the use and improvement of the roadside swales are described in Section 5. F, below.

5. Building Restrictions: The building restrictions applicable to the Fifth 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 for lots 97 – 106 and 2000 square feet for lots 58 - 67 of interior living space (excluding the garage). Each Dwelling Unit may not 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	20' front yard; 25' rear yard; 7.5' side yard; and 20' street side yard
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Two Story	20' front yard; 25' rear yard; 12.5' side yard set back
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Transitional	7.5' single story side yard; 10' two story side yard; 25' rear yard; Lots bordering common areas; treated as regular lot setbacks
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Corner lots	20' front corner side of yard
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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 extensive stone, brick or stucco and wood, masonite, or concrete composition true-lap siding (with 6" to 8" true lap) or a combination of such siding, brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of slate, 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 8/12 pitch or as 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 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 three (3) conifer trees a minimum of eight feet (8') in height and three (3) deciduous trees 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 two (2) conifer trees, a minimum of eight feet (8') in height and two (2) deciduous trees, 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 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, 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: 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 five feet (5'), the materials, design,

color and location of which shall 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 must be approved by the Architectural Control Committee in advance of construction.

- F. Roadside Swales: Storm water drainage swales have been constructed between the curb and sidewalk fronting each Lot. The said swales are located in the common area containing the private street. Except as set forth herein below, no structures or landscaping improvements of any description shall be placed, installed or permitted to remain in any roadside swale, nor shall fill be placed therein at any time or for any reason. As part of the construction of a Dwelling Unit on a Lot, a culvert shall be installed in the roadside swale so as to permit access to each Lot, the location, size and design of which shall be approved, in writing, in advance of the installation thereof by the Architectural Control Committee. As a part of the landscaping requirements for each Lot, grass and trees shall be planted and installed in the roadside swale areas in accordance with the approval granted therefore by the Architectural Control Committee. Although the Master Association shall be responsible for the operation, maintenance and repair of the said swales as provided in Section 4, above, the approved culvert as described herein and any grass and trees and other improvements (if any) installed in the roadside swale areas by the Owner shall be properly maintained and repaired by the said Owner.

6. The covenants, conditions and restrictions contained in this Second 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 Second Supplement shall, however, control and prevail over any conflicting provisions contained in the Original Covenants.

Signature page follows.

SECOND SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKEMOOR SUBDIVISION, Page 6
May 16, 2008