

ACCOMMODATION AMENDED AND RESTATED

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

THIS FOURTH SUPPLEMENT to the Master Declaration of Covenants, Conditions and Restrictions of Lakemoor Subdivision (hereinafter referred to as "Fourth 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 "Fourth Supplement Property", more particularly described as Lakemoor Subdivision No. 4, according to the official plat thereof, recorded on the 26th day of December, 2013, in Book 106 of Plats, pages 14621 through 14630, as Instrument No. 113136881, 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, Declarant 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, Declarant 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, Declarant has heretofore filed that certain Amendment to 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, Declarant 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, the Master Declaration, the First Supplement, Second Supplement, First Amendment, First Supplement Amendment and Third 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 Fourth 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, subject to such limitations, reservations, restrictions and easements as are set forth in this Fourth Supplement and the Original Covenants, is described as follows:

Lot 157, Block 7, Lots 1, 2 and 3, Block 9, Lakemoor Subdivision No. 4, according to the official plat thereof.

2. Pathways:

- A. The pathway to be constructed by Declarant in Lot 157, Block 7, Lakemoor Subdivision No. 4 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 157, Block 7, Lakemoor Subdivision No. 4 shall be owned and maintained by the Master Association in accordance with the provisions of Article X of the Master Declaration.
- B. Declarant has constructed or intends to construct a pathway in Lot 3, Block 9, Lakemoor Subdivision No. 4, to be owned, operated and maintained by the Association as a part of the Association's Common Area. Declarant does, however, hereby reserve to itself and its successors

and assigns the right, power and authority to give and grant rights of way, easements, licenses or similar such use rights to the owners and occupants, together with their respective business invitees, of such additional lands and properties as Declarant may designate in subsequent written instruments, to use the said pathway for ingress and egress to and from said lands and properties. Nothing contained in this paragraph, however, shall, or shall be deemed to, constitute a gift or dedication of any portion of, or right or interest in, the said Common Area to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the Declarant's intention that this paragraph will be strictly limited to and for the purposes expressed herein. Declarant shall be permitted, and does hereby reserve the right, to take whatever reasonable acts it deems necessary from time to time to exercise the rights reserved herein and/or to prevent any portion of the said Common Area from being dedicated to or taken for public use or benefit.

3. Private Streets: Lot 2, Block 9, Lakemoor Subdivision No. 4 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 Fourth 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 drop inlet collection basins, buried pipelines, seepage beds and overflow discharge 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, seepage beds and retention ponds in accordance with the provisions of the Stormwater Pond Operation and Maintenance Manual for Lakemoor Subdivision No. 4 prepared 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. Building Restrictions: The building restrictions applicable to the Fourth 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 2400 square feet of interior living space (excluding the garage) and, if the Dwelling Unit is two stories, the first floor thereof must contain a minimum of 1600 square feet of interior living space. 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:

Front	20 feet
Rear	25 feet
Interior Side	7.5 feet
Additional Setback for Multi-Story Structures	5 feet per Additional Story
Street Side	20 feet

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 must have exterior brick, stone, 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 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 6/12 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

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.

6. ACHD Storm Drainage Easements: Portions of Lots 1 and 3 of Block 9, as depicted on the plat of Lakemoor Subdivision No. 4, are servient to and contain the Ada County Highway District's storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, records of Ada County, Idaho and incorporated herein by this reference as if set forth in full (the "Easement"), for the operation and maintenance of the storm water drainage system. The Easement and the storm water drainage system are dedicated to the Ada County Highway District pursuant to Idaho Code § 40-2302. The Master Association shall be responsible for the light maintenance of the Ada County Highway District storm drainage system, in accordance with the provisions of the Stormwater Pond Operation and Maintenance Manual for Lakemoor Subdivision No. 4 prepared by J-U-B Engineers, Inc., a copy of which shall be maintained by the Master Association as a part of its permanent records.

7. 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. The property east of the park/school site as depicted on the Master Site Plan of Lakemoor Subdivision is owned by Boise City Public Works Department for use as a sewage treatment facility.

8. Drainage District No. 4 License Agreement: BW Eagle, Inc., an affiliate of Declarant, as Licensee, has entered into a License Agreement with Drainage District No. 4, (the "Drainage District") recorded on August 20, 2013, as Instrument No. 113095242 and Addendum to License Agreement recorded on November 26, 2013, as Instrument No. 113128491, records of Ada County, Idaho, (the "License"), which License permits the Licensee to discharge storm water from Lakemoor Subdivision No. 4 into the Thurman Drain, pipe a portion of the Thurman Drain, install 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 south 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.

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

IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto subscribed
this 21st day of January, 2014.

DECLARANT:

DMB DEVELOPMENT, LLC

By:

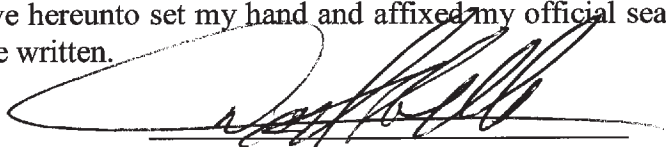
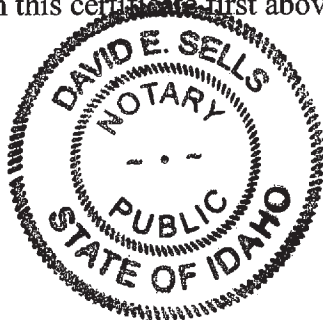


Dennis M. Baker, Manager

STATE OF IDAHO)
 : ss.
County of Ada)

On this 21st day of January, 2014, before me, a notary public, personally
appeared Dennis M. Baker, known or identified to me to be the Manager, of DMB Development,
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.



NOTARY PUBLIC, State of Idaho
Residing at Nampa, Id
My Commission Expires: 10-28-17