

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

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

WHEREAS, the Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Fifth Supplement Property", more particularly described as Lakemoor Subdivision No. 5, according to the official plat thereof, recorded on the 13th day of June, 2014, in Book 106 of Plats, pages 14740 through 14746, as Instrument No. 114046291, 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 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, 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, Declarant 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, Declarant 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, Declarant 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 Supplemental Amendment was recorded on January 21, 2014 as instrument No. 114005000, records of Ada County, Idaho; and

WHEREAS, the Master Declaration, the First Supplement, Second Supplement, First Amendment, First Supplement Amendment, Third Supplement, Second Amendment, and Fourth Supplement and Fourth Supplement Amendment 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.

NOW, THEREFORE, Declarant hereby declares that the Fifth 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 Fifth Supplement and the Original Covenants, is described as follows:

Lots 158, 159 and 165, Block 7, Lakemoor Subdivision No. 5, according to the official plat thereof.

2. Limited Common Area: The portions of Lot 165, Block 7, Lakemoor Subdivision No. 5 which are located between the rear lot lines of Lots 160-164 and 166-177, Block 7 of said Subdivision and the pond located thereon shall be referred to herein as "Limited Common Area." The Limited Common Area shall be owned and maintained by the Master Association as Common Area, however, the Limited Common Area is reserved for the private use and enjoyment of the Owners of the Lots adjacent thereto, it being the intent of the Declarant that no other Owners or third persons shall have the right of use or access thereto. The area constituting the Limited Common Area appurtenant to a Lot is that area bounded by the rear lot line of such Lot, the extension of the side lot lines of such Lot to the edge of the pond located on Lot 165, Block 7, and the edge of the said pond. Nothing contained herein shall be deemed to permit any such Owner to construct or install any structures or improvements on the Limited Common Area, including, without limitation, decks, patios, fences, landscaping and the like except to the extent, if any, that the Board of Directors of the Master Association shall specifically approve in writing.

3. Pathway: The pathway to be constructed by Declarant in Lot 165, Block 7, Lakemoor Subdivision No. 5 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 the said easement area shall be owned and maintained by the Master Association in accordance with the provisions of Article X of the Master Declaration.

4. Private Streets: Lot 158, Block 7, Lakemoor Subdivision No. 5 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 Fifth 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.

5. 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., 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.

6. 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 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	15' front yard; 10' rear yard; 5' side yard; and 15' street side yard
Two Story	15' front yard; 10' rear yard; 10' side yard; 15' street side yard;
Transitional	15' front yard; 5' single story side yard; 10' two story side yard; 10' rear yard
Corner Lot	15' front corner side of yard

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 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 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 two (2) conifer trees a minimum of eight feet (8') in height and two (2) 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 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: 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 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.


7. Irrigation Water Easement: Declarant hereby reserves to itself and grants to the Lakemoor Water Users Association, Inc. blanket easements over, under and through Lots 159 and 165, Block 7, Lakemoor Subdivision No. 5 for the purpose of installing, maintaining, repairing and replacing the irrigation pump house structure, pumps, all piping, control boxes and all other equipment and appurtenances thereto used to operate the irrigation system and an easement for irrigation water storage in the ponds located on the said Lots, all of which is used to provide irrigation water to the properties served by the Lakemoor Water Users Association, Inc.

8. 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.

9. Incorporation of Original Covenants: The covenants, conditions and restrictions contained in this Fifth 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 Fifth 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 27th day of June, 2014.

DMB DEVELOPMENT, LLC

By: 
Dennis M. Baker, Manager

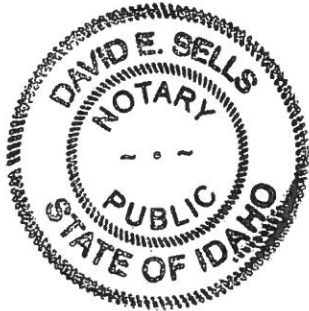
STATE OF IDAHO)

: SS.

County of Ada)

On this 27th day of June, 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: 10-28-2017