

## ACCOMMODATION

### THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKEMOOR SUBDIVISION

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

WHEREAS, Declarant has heretofore filed of record the 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, pursuant to the Master Declaration, amendment of any provision thereof requires an instrument signed by Members of Lakemoor Homeowners Association, Inc. (the "Master Association") entitled to cast not less than 66 2/3% of the votes of membership; and

WHEREAS, Declarant is currently entitled to cast an excess of 66 2/3% of the votes of membership of the Master Association.

NOW, THEREFORE, Declarant hereby declares that the Master Declaration is hereby amended as follows:

1. Sections 2, 4 and 10 in Article XIII shall be amended in their entireties to read as follows:

Section 2. Approvals Required: No building, fence (including electric or electronic containment fences), wall, deck, patio, patio cover, window awning, sign, landscaping improvements or other structure of any type (hereinafter collectively referred to as "Improvements") shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration (hereinafter collectively referred to as "Alterations") of existing Improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event

the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan, material or color for such Improvements or Alterations which fail to conform to the requirements of this Declaration or, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed Improvements or Alterations, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed Improvements or Alterations is in harmony with the surroundings, the effect of the Improvement or Alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed Improvement or Alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 4. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to: (i) matters of design, materials, colors, and aesthetic interests and (ii) the size, design, color, placement and permitted hours of display of any permanent or temporary signs, including, without limitation, marketing and directional signs. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 10. Construction and Sales Period Exception: During the course of construction of any permitted Improvements on a Lot and during the period of time before the initial sale of any Lot and/or Dwelling Unit to an Owner, the restrictions (but not including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived as to the said Lot, but only to the extent necessary, if at all, to permit such construction and sale of such Lot and/or Dwelling Unit; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon

