

ASSOCIATION

0A-91685

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 10/30/08 02:22 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
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**AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAKEMOOR SUBDIVISION**

THIS 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 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 in 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. Article I, Section 6 is hereby amended in its entirety to read as follows:

Section 6. "MASTER ASSOCIATION" shall mean and refer to Lakemoor Homeowner's Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

2. Article III, Section 3 is hereby amended in its entirety to read as follows:

Section 3. Assessments: Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Annual Assessments, Special Assessments and Water Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation Assessment: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an Initiation Assessment to the Association in the amount of \$1500.00.

B. Annual Assessments: The Annual Assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for the operation, maintenance, repair and improvement of the Common Area and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, and for any other purpose reasonably authorized by the Board of Directors of the Association. The Annual Assessments provided for herein shall initially be in the amount of \$1500.00 payable pro-rata, based on the number of months remaining in the calendar year, at the closing of the sale of each Lot. Thereafter, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

C. Special Assessments: In addition to the Initiation and Annual Assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this paragraph above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board of Directors shall determine.

D. Water Assessments: The Association shall have the power to levy a Water Assessment against each Lot in order to pay the assessment levied against it by the Water Association pursuant to Article V, below. The Water Assessments

shall be levied against each Lot in the Subdivision in accordance with the number of square feet contained in the said Lot so that the amount of the assessment for each Lot shall be based upon the percentage that the number of square feet of area in the Lot or Lots owned by each Owner bears to the total number of square feet of area contained in the Properties.

E. Uniform Rate of Assessment: The Initiation, Annual, Special and Water Assessments must be fixed at a uniform rate for non-exempt Lots.

F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Annual, Special and Water Assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

G. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area, non use of the irrigation water supply system or abandonment of his Lot.

H. Subordination of the Lien to Mortgages: The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

I. Certificate of Payment: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

J. Exempt Property: All Lots or other property owned by Declarant shall be exempt from all Assessments created herein, until title is transferred to another, or until occupancy, whichever occurs first. All Lots or other property expressly dedicated to and accepted by a local public authority and all Lots or other property owned by an Association shall be exempt from the Assessments created herein, except Water Assessments.

3. Article V is hereby amended in its entirety to read as follows:

ARTICLE V: IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply: Each Lot shall have access to an irrigation water supply system, to be constructed by Declarant and owned and operated by a water association to be formed by Declarant (the "Water Association"). All members of the Water Association (hereinafter referred to in this Article V as "Members") shall be required to pay the assessments levied by the Water Association as provided in Section 3, below.

Section 2. Operation of the Irrigation Water Supply System: The irrigation water supply system shall be operated in accordance with the laws of the State of Idaho, all rules and regulations promulgated from time to time by the Water Association and any governmental entity having jurisdiction thereof. The right to receive water from the irrigation water supply system is, in any event, subject to availability of water. The Water Association shall have the right to adopt reasonable rules regarding use of water, including but not limited to use schedules and limitations on the amount of water available for use on each Lot. The Water Association shall have no liability for any temporary interruptions in water supply service so long as necessary repairs are made in a reasonably prompt manner. The Water Association shall be permitted to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the irrigation water supply system. Operation of the irrigation water supply system may not be discontinued, nor may the water rights associated with the irrigation water supply system transferred from the Properties, without the prior written approval of the City of Eagle.

Section 3. Service Area: Declarant reserves the right to extend the area to which irrigation water is to be supplied by the Water Association to any other real property designated by Declarant, provided that Declarant shall be responsible for all costs of construction and installation of any required facilities and equipment, sufficient capacity exists or shall be created by Declarant in the irrigation water supply system for all additional land to be provided irrigation water therefrom, sufficient water rights to supply irrigation water to such additional land shall be conveyed to the Water Association and the owner of any additional land added to the irrigation water supply system shall be legally obligated to pay to the Water Association the assessments set forth in this Article.

Section 4. Members: The Declarant and the Master Association shall be the initial Members of the Water Association. Additional Members may be added in accordance with the provisions of the Articles of Incorporation of the Water Association.

Section 5. Assessments: Each Member is deemed to covenant and agree to pay to the Association Initiation Assessments, Annual Assessments and Special Assessments, to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation Assessments: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an Initiation Assessment to the Water Association in the amount of \$100.00.

B. Annual Assessments: The Annual Assessment levied by the Water Association shall be used for the operation, maintenance, repair and improvement of the irrigation water supply system, for the reasonable expenses incurred in the operation of the affairs of the Water Association, for the payment of irrigation water assessments levied by any ditch, canal, water user or irrigation company or district, for the expenses incurred by the Water Association in connection with any of its obligations contained in this Declaration or in the Articles of Incorporation and Bylaws of the Water Association, and for any other purpose reasonably authorized by the Board of Directors of the Water Association. The Board of Directors shall fix the amount of the Annual Assessment against each Member at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Member subject thereto. Annual Assessments shall be payable to the Water Association in regular monthly, quarterly or annual installments as may be determined by the Board of Directors of the Water Association.

C. Special Assessments: In addition to the Initiation and Annual Assessments authorized above, the Board of Directors of the Water Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the irrigation water supply system, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized under this paragraph above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board of Directors shall determine.

D. Calculation of Assessments: Annual and Special Assessments shall be levied against each Member in accordance with the number of square feet of land area contained in the

properties subject to such Member's jurisdiction so that the amount of the assessment for each Member shall be based upon the percentage that the number of square feet of land area subject to such Member's jurisdiction bears to the total number of square feet of area served by the Water Association. The Annual Assessment shall be set each year in such an amount as is necessary in order to generate sufficient funds to operate, improve and maintain the irrigation water supply system, including the maintenance of adequate reserves, in a prudent and businesslike manner, and to comply with any and all requirements of any governmental agency having jurisdiction thereof.

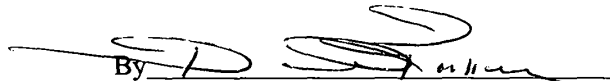
E. Effect of Nonpayment of Assessments; Remedies of Water Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Water Association may bring an action at law against the Member obligated to pay the same. No Member may waive or otherwise escape liability for the Assessments provided for herein by non-use of the irrigation water supply system.

F. Exempt Property: All Lots and other properties owned by Declarant shall be exempt from the Assessments created herein until title is transferred to another, or until occupancy, whichever occurs first.

Except as amended herein, the Declaration shall remain in full force and effect with no other change or modification.

DATED this 29~~th~~ day of October 2008.

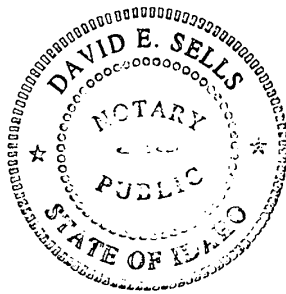
DMB Development, LLC

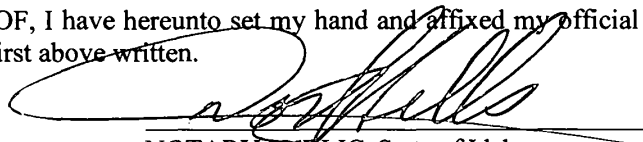
By 
Dennis M. Baker, Manager

STATE OF IDAHO)
: ss.
County of Ada)

On this 29th day of October 2008, 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 Idaho, Id
My Commission Expires: 10-28-2011