



---

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR ALEXANDRIA SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ALEXANDRIA SUBDIVISION (the "Amendment") is made in accordance with Section 9.4 of that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Alexandria Subdivision, recorded on August 2, 2006, as Instrument No. 106124336, in the official records of Ada County, Idaho (the "Declaration"). This Amendment shall be effective upon the date of recordation and shall thereafter be binding upon all Owners of lots within the Alexandria Subdivision.

The undersigned (the "Declarant"), constituting two-thirds (2/3) of the Owners as required by the Declaration hereby amends the Declaration as follows:

1. Section 5.2 of the Declaration entitled "Initial Assessment/Transfer Fees" is hereby deleted in its entirety and replaced with the following section:

**5.2 Setup Fees/Transfer Fees.** Each lot sold by Declarant shall be subject to an Association setup fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) to be paid to the Association by the purchaser of such lot at the closing of such transfer. Every subsequent sale, conveyance or transfer of a lot shall be subject to a Two Hundred Fifty and 00/100 Dollars (\$250.00) Association transfer/setup fee to be paid to the Association by the purchaser of such lot at the closing of every such subsequent sale, conveyance or transfer. The Declarant or the Association, or if applicable, the builder or Owner, shall instruct the closing agent to make direct payment of the respective setup fee or transfer fee to the Association, in the same manner as other purchaser closing costs are paid. Such transfer and setup fees may be increased by the majority vote of the Board of Directors but in no event shall the setup fee exceed Five Hundred and 00/100 Dollars (\$500.00), nor shall the transfer fee exceed Five Hundred and 00/100 Dollars (\$500.00).

2. The following Section 2.19 is hereby added to Article Two of the Declaration:

**2.19 Garage Doors.** Garage doors shall remain closed except when opened for a temporary purpose.

3. The following Section 2.20 is hereby added to Article Two of the Declaration:

**2.20 Obscure Window Glass.** Every window opening that faces the Side Yard/Courtyard Easement of another Owner as such Side Yard/Courtyard Easements are described in Section 3.4 of the Declaration, shall be glazed with obscure glass for privacy purposes. By way of example only and without creating any limitations, exceptions or exclusions, the windows on the residence located on Lot 3 Block 1 that face Lot 2 Block 1 shall be glazed with obscure glass.

4. The first paragraph of Article Seven of the Declaration is hereby amended by deleting the name "Drew Newnham" and replacing it with the name "Brett Johnson".

5. The following language is added as the last sentence of Section 8.2 of the Declaration: "Notwithstanding the forgoing or any other provision set forth in the Declaration to the contrary, including without limitation Article Eight and Section 1.3 of the Declaration, the Owner of Lot 11 in Block 3 shall have the exclusive use of that certain portion of Lot 10 in Block 3 as more particularly described below in paragraph 6 of this Amendment.

6. The following subsection (x) is hereby added to Section 3.4 of the Declaration:

(x). The Owner of Lot 10 in Block 3 hereby grants to the Owner of Lot 11 in Block 3, an exclusive easement over and across that portion of Lot 10 that is located adjacent to the west boundary line of Lot 10 and runs south from the northwest corner of Lot 10 the distance of forty (40) feet along said west boundary and extends five (5) feet in an easterly direction into Lot 10 from the west boundary of Lot 10. Such easement shall be used by the Owner of Lot 11 in Block 3 for the sole purpose of a private courtyard as further described in Section 2.4 above. The Owner of Lot 11 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 10 from entering said easement area for the purposes of maintaining its common area property or related common systems or related or necessary improvements or in the event of an emergency. The Owner of said Lot 11 may install a rot iron style fence around the perimeter of said 40'x 5' easement area. Said fence shall not be greater than four (4) feet in height and the location and style shall be approved in writing by the ACC prior to installation. All improvements placed within said 40'x5'

easement area by the Owner of Lot 11 shall be approved in writing by the ACC prior to installation and otherwise in compliance with the terms of the Declaration. The Owner of Lot 11 shall be solely responsible for any and all maintenance, liability, costs or expenses related to such improvements.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

In all other respects the Declaration shall remain unchanged and in full force and effect.

Dated this 3rd day of October, 2006.

**Declarant:**

L & K DEVELOPMENT, INC.

A handwritten signature in black ink, appearing to read 'Lonnie L. Johnson', is written over a horizontal line.

By: Lonnie L. Johnson  
Its: President

STATE OF IDAHO )

County of Ada )

: ss.

On this 3rd day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Lonnie L. Johnson, the President of L & K Development, Inc., known to me to be the person who executed the within and foregoing instrument for and on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Cindy Breshears

Notary Public for Idaho  
Residing

MERIDIAN, IDAHO

Commission

8-06-2010

at  
expires

