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

THIS FOURTH 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. ARTICLE TWO of the Declaration entitled "General Development and Use Restrictions" is hereby amended in Section 2.4 by the addition of the following provision:

2.4g. Maintenance of Planter Beds. Pursuant to other provisions of this Declaration, each Owner may install, replace, add or modify landscaping features and elements located on the Owner's residential lot. Any such landscaping features and elements shall be properly maintained to preserve the aesthetic appearance of the subdivision. Such maintenance is the responsibility of the Owner. However, each Owner hereby grants to the Declarant a limited access easement to maintain such area in the event that an Owner fails to maintain it properly. The Declarant shall make the determination as to whether such area has been properly maintained. Notice shall be provided to the Owner at least seven (7) days prior to Declarant's maintenance of such area. Owner shall be responsible for any expenses incurred by Declarant in providing such maintenance for Owner.

2. ARTICLE TWO of the Declaration entitled "General Development and Use Restrictions" is hereby further amended by the addition of the following provision:

2.19 Obstructions within easement and common areas. No obstruction of any kind is permitted on or within the common area or areas in which the Declarant has reserved a limited access easement. By "obstruction" is meant any piece of equipment, furniture, or other personal property.

3. Section 5.2 of ARTICLE FIVE of the Declaration entitled "Covenant for Assessments," "Initial Assessment/Transfer Fees" is hereby amended by the addition of the following provision at the end of existing Paragraph 5.2:

"The Association may and is hereby authorized, by the action of its Board of Directors, to modify the amount of the transfer fee to be paid to the Association by the purchaser at the closing of every subsequent transfer. Such modification shall take effect immediately upon Board approval."

3. ARTICLE SEVEN of the Declaration entitled "Architectural Control" is hereby amended by the addition of the following provision:

7.5 Penalties for violations. The Association is hereby vested with the right and power to enforce all of the provisions of the CC&R's and the Architectural Rules and Regulations by levying against the Owner a penalty fee of \$10.00 for each violation that remains uncorrected or unabated for a period of seven (7) days after notice from the Board or its duly appointed agent, which penalty fee shall increase by an additional \$10.00 for each day thereafter that the violation remains uncorrected or unabated, and to record a lien against the homeowner's property in the amount of such fees, in the event that the violation remains uncorrected for a period in excess of twenty-five (25) days after notice from the Board, and the amount of accrued fees is \$250.00 or more.

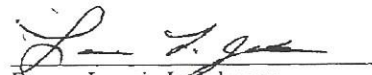
All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

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

Dated this 25 day of April, 2007.

Declarant:

L & K Development, Inc.



By: Lonnie L. Johnson
President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 25th day of April, 2007, 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.

Angie Johnson
Notary Public for Idaho
Residing at Meridian, ID
Commission expires 07-24-2010

