

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
ALEXANDRIA SUBDIVISION
PO Box 1255
Eagle, Idaho 83616

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=7 CHE FOWLER
ALEXANDRIA SUBDIVISION

2015-050063
06/09/2015 08:53 AM
AMOUNT:\$28.00



**NINTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS FOR
ALEXANDRIA SUBDIVISION**

THIS NINTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR ALEXANDRIA SUBDIVISION (the "Amendment") is made in accordance with Section 9.4 of that certain Amended and Restated Declaration of Covenants, Conditions & Restrictions for Alexandria Subdivision, recorded on July 12, 2007 as Instrument No. 107099049 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.

Two-thirds (2/3) of the Owners as required by the Declaration hereby amends the Declaration as follows:

All mention of Lot 4 of Block 4 will be changed to Lot 4A and Lot 4B of Block 4 in the following Amendments of the above mentioned Declaration:

1. The second paragraph of the above mentioned Declaration will be changed as follows:

"Lots 1 through 7 in Block 1; Lots 1 through 5 in Block 2; Lots 1 through 23 in Block 3; and Lots 1 through 4A and Lot 4B in Block 4 of ALEXANDRIA SUBDIVISION, according to the Official Plat thereof, filed in Book 95 of Plats at Pages 11753 through 11754, Official Records of Ada County, Idaho."

2. ARTICLE TWO - General Development and Use Restrictions - 2.3 Setbacks and Utility Corridors will be changed as follows:

"Each residence shall be constructed within the minimum setback regulations as established by the City of Meridian and those that are described or noted on the Plat or otherwise described in this Declaration, whichever are more restrictive. Unless otherwise required by the City of Meridian, each Lot shall have (1) a 10' minimum Setback from any public or private right of way, including without limitation the Alley, and Alexandria Court as identified on the Plat, (2) a 5' minimum Setback from the side yard boundary lines of all Lots excluding Lots 1 through 4A and Lot 4B in Block 4; (3) excluding Lots 2 and 6 in Block 1, a 10' minimum Setback from any common area Lot; (4) an 18' minimum Setback from the Alley on Lots 2 through 6 in Block 1 and Lots 1 through 5 in Block 2; (5) a 15' minimum Setback from the rear Lot line of Lots 11 through 14 in Block 3; and (6) a 10' minimum Setback from the exterior boundary of the Subdivision. An Owner shall not place any permanent obstruction in any Setback, Utility Corridor or Easement identified or noted on

the Plat, nor in an area of restriction otherwise identified in this Declaration. Said permanent obstructions shall not include landscaping, driveways and patios approved in writing by the ACC. Utility Corridors and Easements are hereby established over and across the Setbacks referred to in this Declaration, reserving that space for public utilities, drainage and irrigation lines, Association maintained landscaping, including access to and maintenance of the same.. These Utility Corridors and Easements are non-exclusive, perpetual, and appurtenant to each respective Lot, and include use and benefit rights and duties conferred upon and granted to the Association."

3. ARTICLE TWO - General Development and Use Restrictions - 2.4 Landscaping Paragraph "a" will be deleted:

~~"In addition to the foregoing, Declarant shall also install, and the Association shall maintain a twenty foot (20) "grass strip" along the east boundary line of Lots 1, 3 and 4 of Block 4."~~

4. ARTICLE TWO - General Development and Use Restrictions - 2.4 Landscaping Paragraph "c" will be replaced with the following:

"All accessible grass areas located on a residential lot that are not enclosed by an approved fence or other structure shall be mowed and maintained by the Association in "common" with the Association's other maintenance duties to common area lots.

~~Notwithstanding the foregoing sentence, the only grass areas that will be maintained by the Association on Lots 1, 2, 3 and 4A and Lot 4B of Block 4 according to the foregoing sentence shall be as follows: (1) the front yard on the East side of the house and side yard on the South side of the house on Lot 1; (2) the strip of grass on Lot 3 beginning on the Northeast corner of Lot 3 to the Southeast corner of Lot 3 and runs 40 to 75 feet to the west to the driveway for Lot 3; (3) The strip of grass beginning at the Northeast corner of Lot 4 and west to match up with the west line of Lot 3's HOA maintained grass and goes south to the driveway to Lot 4, a variable width strip that averages 35 feet or so in width; and (4) The front lawn on Lot 2 Block 4 which is east of the home and north of the driveway to Lot 2. The berm against North Supai Avenue on Lot 4A will be treated the same as all other Lots shrubs are treated, which at present is that each homeowner is responsible for their shrubs and bushes, but some maintenance will be done from time to time by the HOA to assure the appearance of the subdivision is kept up. The owners of said Lots shall be responsible for maintaining the remainder of their Lots in compliance with this Declaration.~~

Notwithstanding the foregoing sentence, the only grass areas that will be maintained by the association on Lots 1,2, Parcel A of Block 4 and Parcel B of Block 4 according to the foregoing sentence shall be as follows:

(1) Lot 1 Block 4. The front yard on the East side of side of the house and side yard on the south side of the house.

(2) Parcel A and B of Block 4. The strip of grass beginning at the Northeast corner of Parcel A going west 78 feet and then turning south and going to and through Parcel B of Block 4, which will include the front yard of the house on Parcel B and on South to the driveway to Parcel B.

(3) The front lawn on Lot 2 Block 4 which is east of the home and north of the driveway to Lot 2.

(4) The berm against N. Supai of Lot 4 Parcel B will be treated the same as all other Lots shrubs are treated, which at present is that each homeowner is responsible for their shrubs and bushes, but some maintenance will be done from time to time by the HOA to assure the appearance of the subdivision is kept up. The owners of said Lots shall be responsible for maintaining the remainder of their Lots in compliance with this declaration.

Each Owner hereby grants to the Declarant a limited access easement to maintain such grass areas and to maintain the common pressurized irrigation system that may be located on such Owner's lot. Notwithstanding that it is the duty of the Association to maintain such grass areas and the common pressurized irrigation system, each Owner/Member shall not take any action that will damage the grass areas or the common irrigation systems, and agrees that the Owner shall be liable to the Association for any damage caused by any Owner, Member, guest, or invitee to such grass areas or common pressurized irrigation systems resulting from abnormal use."

5. ARTICLE TWO - General Development and Use Restrictions - 2.5 Fences Paragraph "c" will be changed as follows:

"Permitted. The Owner of Lot 1 Block 4 may install a matching 6' vinyl fence from the northeast corner of the home north to the existing north Subdivision boundary fence and along the full length of its west boundary. Lot 4A and Lot 4B Block 4 may install a solid vinyl fence along the west and south boundary of Lot 3 Block 4. The Owner of Lot 5 Block 1 may install a solid privacy fence along the east boundary line of said Lot. The Owner of Lot 6 Block 1 may install a solid privacy fence along the east boundary line of said Lot. The foregoing described fences are subject to all Setback requirements, shall be otherwise in compliance with the terms of this Declaration and the location, type, color and height shall be approved in writing by the ACC prior to installation.

~~Additionally, Declarant reserves the right for the Owner of Lot 4A and Lot 4B in Block 4 of the Subdivision to install a fence along the west and south boundary line of Lot 4A and Lot 4B in Block 4.~~

Parcel A of lot 4 block 4 may install a solid vinyl fence along the north common boundary of lot 2 that runs East and West. The fence can run from the west end of said line to a point not closer than 125 feet from the sidewalk along the west side of N. Supai Ave. The fence can then turn South and end at the Northeast corner of the garage of the existing home on Parcel A of lot 4. Any fence installed from the Northeast corner of Parcel A of lot 4 block 4 and running along this same property line westward to the vinyl fence referenced above will be wrought iron style as is being used in the rest of Alexandria subdivision and approved by the ACC.

Parcel A of lot 4 or Parcel B of lot 4 block 4 may install a solid vinyl fence along the north line of Parcel B, the common boundary between Parcel A and Parcel B, from the west end of said line to a point not closer than 100 feet from the sidewalk on the west side of N. Supai Ave. That portion of fence within 100 feet of N. Supai Ave on said line, if installed, will be wrought iron as is being used in the rest of Alexandria Subdivision. Parcel B of lot 4 block 4 may install a wrought iron fence along its Eastern boundary as approved by the ACC.

If installed, the maintenance of that fence shall be the sole and separate responsibility of the Owner of Lot 4A and Lot 4B in Block 4, and the Association shall not have any duty to maintain it."

6. ARTICLE TWO - General Development and Use Restrictions - 2.5 Fences Paragraph "d" will be changed as follows:

Declarant may but shall not be required to establish a Subdivision boundary fence (a vinyl, four-rail fence) along the south side of the Subdivision to the southeast corner of Lot 4A and Lot 4B in Block 4. This south side boundary fence shall belong to the property owner to the south of the Subdivision and the Declarant and the Association shall have no responsibility to maintain, repair, or replace it."

7. ARTICLE TWO - General Development and Use Restrictions - 2.9 Permitted Use of Vehicles and Recreational Equipment will be changed as follows:

"Except for temporary periods during daylight hours, no Owner, Member, Tenant, or Visitor shall park any business or commercial vehicle, any transportation vehicle which is not operable or which is non-working or unsightly, or any operable transportation vehicles on any part of the Subdivision or Lot unless the same is fully garaged. An Owner shall not park a vehicle with a "for sale" sign on any Lot or adjacent street. Excluding Lots 2 and 4A and Lot 4B of Block 4, an Owner may not store any recreational equipment, including but not limited to boats, jet skis, ski-doo's, RVs, mobile homes, snowmobiles, three wheelers, four wheelers, transport trailers, motorcycles, and the like, on a residential Lot, unless that recreational vehicle or recreational equipment is stored inside a garage on a Lot.

The owner of Lot 4A of Block 4 may park one vehicle outside the garage of which said vehicle could be a class 4 RV up to 31 feet long, on the driveway servicing the home located thereon.

The owner of Lot 4B Block 4 may park and store trailers, equipment and not more than one vehicle or RV outside the south and west of his home. Such trailers, equipment and RV or vehicle may not be parked in such a way that they extend to the east of the front of the house on said lot.

The owner of Lot 2 Block 4 may install a cement pad on the north or west side of its home for the purpose of storing recreational vehicles and equipment, provided such vehicles and equipment are not visible from North Supai Avenue.

The owner of Lot 1 Block 4 may install a cement pad on the west side of his house for the purpose of storing a vehicle or recreational vehicles and equipment, provided such vehicles and equipment are not visible from North Supai Avenue.

There shall be no on-street parking within the subdivision. Notwithstanding the foregoing, visitors may park on any right of way within the subdivision except on the Alley or on Alexandria Court identified on the Plat. Such on-street parking by visitors shall be subject to the time limitations set forth above.

8. ARTICLE THREE - Utilities and Easements - 3.3 Lot 2, Block 4 Easement will be changed as follows:

"The Owner of Lot 2 in Block 4 hereby grants to the Owner of Lot 1 in Block 4 a non-exclusive ingress and egress easement over and across that certain 20' X 150' area depicted on the Plat and described therein as that "20 X 150 common drive easement to benefit Lots 1 and 2, Block 4." Said easement shall be for the sole purpose of ingress and egress to and from Lot 1 in Block 4, and shall not be

used for parking, storage or any other purpose. The Owners of Lot 1 in Block 4 and Lot 2 in Block 4 shall each be responsible for one-half (1/2) of the costs to maintain and repair the paved surface of such easement area. The Owners of Lot 1 in Block 4 and Lot 2 in Block 4 shall mutually agree as to the timing and scope of such maintenance and repair. Should such Owners fail to reach a mutually acceptable agreement regarding the foregoing maintenance and repair, the Declarant or the ACC shall make the final decisions as to the scope and timing of such maintenance and repair. The Owners of Lots 3 and Lot 4A and Lot 4B of Block 4 shall have no right to use such easement area, and are hereby prohibited from entering upon or otherwise using said easement without permission from the owner of Lot 1 Block 4."

9. ARTICLE SEVEN - Architectural Control - 7.1 Storage Sheds will be changed as follows:

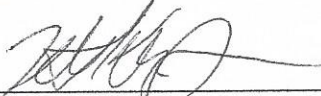
"Storage sheds shall only be allowed on Lots 1 and 2 Block 4 and Lot 4A and Lot 4B Block 4. Any storage shed must not be greater than ten feet (10') by twenty feet (20') by ten feet (10') in height from the ground to the top of the roof ridge, and the surface materials, the roofing, and the color scheme, if it is a storage shed to be constructed on site, shall follow the materials and the color scheme used on the Owner's residence building. Alternatively, an Owner can select a pre-fabricated storage shed, provided that such a shed has been pre-approved by the ACC, and the ACC shall publish from time to time a list of pre-approved pre-fabricated storage sheds. In all other cases, the Owner shall submit storage shed plans to the ACC for pre-approval."

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

ALEXANDRIA SUBDIVISION



Lonnie Johnson - President

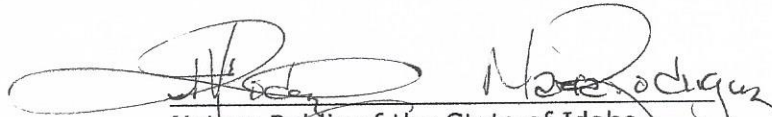


Jette Kleis Jensen - Secretary

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

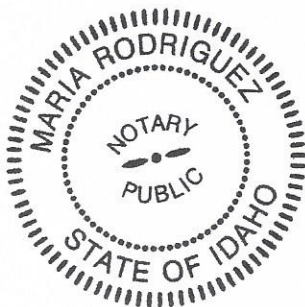
On APRIL ^{30th}, 2015, before me, the undersigned notary public, personally appeared Lonnie Johnson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the attached Amendment in his authorized capacity as the 2015-2016 President of the Alexandria Subdivision and, he acknowledged that the signature on the prior page is his.

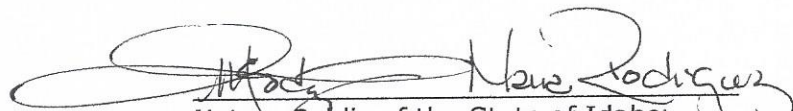



Notary Public of the State of Idaho
Residing at: 4594 N Eagle Meridian Id 83642
My commission expires: 8/20/2020

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On APRIL ³⁰, 2015, before me, the undersigned notary public, personally appeared Jette Kleis Jensen, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the attached Amendment in her authorized capacity as the 2015-2016 Secretary of the Alexandria Subdivision and, she acknowledged that the signature on the prior page is hers.




Notary Public of the State of Idaho
Residing at: 4590 N Eagle Meridian Id 83642
My commission expires: 8/20/2020

Pursuant to Article IX, Section 9.4 of the ALEXANDRIA SUBDIVISION'S CC&R's, the undersigned hereby certify and attest that they are the duly appointed, qualified and acting President and Secretary of the ALEXANDRIA SUBDIVISION, and that this Amendment to the ALEXANDRIA SUBDIVISION'S CC&R's has been approved by the written consent of two-thirds (2/3) of the owners.

ALEXANDRIA SUBDIVISION



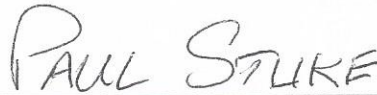
Lonnie Johnson - President



Jette Kleis Jensen - Secretary

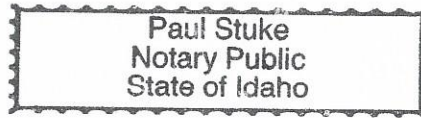
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On JUNE , 2015, before me, the undersigned notary public, personally appeared Lonnie Johnson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the attached Amendment in his authorized capacity as the 2015-2016 President of the Alexandria Subdivision and, he acknowledged that the signature above is his.



Notary Public of the State of Idaho
Residing at: 13601 W. McMILLAN, BOISE, ID
My commission expires: 3/23/2017

STATE OF IDAHO)
) ss.
COUNTY OF ADA)



On JUNE , 2015, before me, the undersigned notary public, personally appeared Jette Kleis Jensen, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the attached Amendment in her authorized capacity as the 2015-2016 Secretary of the Alexandria Subdivision and, she acknowledged that the signature above is hers.



Notary Public of the State of Idaho
Residing at: 13601 W. McMILLAN, BOISE, ID
My commission expires: 3/23/2017

