



**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SOUTHPOINT SUBDIVISION NO. 1
SOUTHPOINT SUBDIVISION NO. 2
SOUTHPOINT SUBDIVISION NO. 3
SOUTHPOINT SUBDIVISION NO. 4
STONYFIELD FARM SUBDIVISION
AND
STONYFIELD FARM SUBDIVISION NO. 2**

WHEREAS, There has previously been developed and platted Southpoint Subdivision No. 1, Southpoint Subdivision No. 2, Southpoint Subdivision No. 3, Southpoint Subdivision No. 4, Stonyfield Farm Subdivision and Stonyfield Farm Subdivision No.2, records of Ada County, Idaho; and

WHEREAS, there have previously been filed of record certain covenants, conditions, and restriction to be placed against all lots in said subdivisions by recording a "Declaration of Covenants, Conditions and Restrictions for Southpoint Subdivision No. 1 as Instrument No. 97079120, records of Ada County, Idaho, as amended by Instrument No. 98060262, records of Ada County, Idaho, hereinafter referred to as the "Initial Declaration;" and

WHEREAS, there have previously been filed of record notices to annex Southpoint Subdivision No. 2, according to the Supplemental Declaration of Covenants, Conditions, and Restrictions for Southpoint Subdivision No. 2, recorded as Instrument No. 98060263, records of Ada County, Idaho; Southpoint Subdivision No. 3, according to the Supplemental Declaration of Covenants, Conditions, and Restrictions for Southpoint Subdivision No. 3, recorded as Instrument No. 99076098, records of Ada County, Idaho; Southpoint Subdivision No. 4, according to the Supplemental Declaration of Covenants, Conditions, and Restrictions for Southpoint Subdivision No. 4, recorded as Instrument No. 102039956, records of Ada County, Idaho; a Notice of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Stonyfield Farm Subdivision and Stonyfield Farm Subdivision No. 2, recorded as Instrument No.107106320, records of Ada County, Idaho; and Amendments to Declaration of Covenants, Conditions, and Restrictions for Southpoint Subdivision No.1, Southpoint Subdivision No.2, Southpoint Subdivision No.3, Southpoint Subdivision No.4, Stonyfield Farm Subdivision and Stonyfield Farm Subdivision No.2, recorded as Instrument No.108098271, records of Ada County, Idaho; and

WHEREAS, said Declaration, as amended, contains provisions in Section 12.4 therein for amending said Declaration; and

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITONS AND
RESTRICTIONS FOR SOUTHPOINT SUBDIVISIONS NOS. 1, 2, 3, AND 4,
AND STONYFIELD FARM SUBDIVISION AND STONYFIELD FARM
SUBDIVISION NO. 2 - PAGE 1**

WHEREAS, the following amendment has been duly approved by the required majority vote of the Owners present in person or by proxy at a meeting duly called for said purpose at which the required quorum was present;

NOW, THEREFORE, pursuant to the provisions of Section 12.4 of said Declaration, the following amendments are hereby adopted:

1. Subsection d of Section 2.5 is hereby amended, to read in its entirety, as follows:

d. Every fence shall be six feet in height, the vertical pickets shall be 4" or 6" dog-eared cedar, with 4" x 4" pressure treated or cedar wood posts or steel posts. Posts shall not be exposed to view from the outside of the lot unless the fence comprises part of the Association maintained perimeter fence for the subdivisions.

2. Subsection e of Section 2.5 is hereby amended, to read in its entirety, as follows:

e. The cedar fence may be sealed, clear finished or stained after power washing.

3. Subsection f of Section 2.5 is hereby amended, to read in its entirety, as follows:

f. In the event that an Owner installs a fence upon the Owner's Lot, it shall thereafter be the responsibility of the Owner to properly maintain, repair and replace the fence in good condition and appearance if the fence is visible from the public street system. All fences between adjoining lots shall be maintained, repaired and replaced as agreed upon between the adjoining lot owners. In addition to regular re-painting and/or re-staining the fence, fences shall not be allowed to come into disrepair, be blown down by wind or otherwise and not repaired or replaced. In the event that the Board determines that an Owner is in violation of this provision, written notice of the violations shall be provided to the Owner who shall then have fourteen (14) days in which to remedy the violations set forth in the notice. In the event that an Owner fails to remedy such violations within said time period, the Association may cause the violations to be remedied, in which event the cost and expense thereof shall be assessed to the offending Owner and shall become a lien against the Owner's Lot and enforceable as a special and limited assessment in the manner set forth for other assessments in Article Five herein.

Without limiting the foregoing, all fencing within the Subdivisions which was originally installed by a developer as a perimeter fence, even though said fence may no longer be a perimeter fence with regard to the Subdivisions taken as a whole, shall be maintained by the owner of the Lot to which the fence is adjacent. In the event that such a former perimeter fence is located between two Lots, both of which are within the Subdivisions, the maintenance responsibility shall be equally split by the owners of the affected lots. The Association shall only be responsible for maintaining the following fencing adjacent to common areas:

In Southpoint Subdivision No. 1:

Lot 1, Block 4, being the fence on the South, East and North sides of said Lot.

Block 2, being the North perimeter fence until the same abuts Lot 7, Block 3, Stonyfield Farm Subdivision.

In Southpoint Subdivision No. 3:

Lot 2, Block 13, being the North side of said Lot

Lot 12, Block 6, being the South side until the fence abuts Lot 9, Block 1, Stonyfield Farm Subdivision No. 2.

In Southpoint Subdivision No. 4:

Lot 20, Block 15, the vinyl fence on all sides

Lot 36, Block 12, being the North and West sides of said Lot.

Lot 43, Block 12, the vinyl fencing on the East and West sides

The undersigned officers of the Southpoint Homeowners Association, Inc. hereby certify that the above and foregoing amendments were duly approved by the required majority vote of the Owners present in person or by proxy at a meeting duly called for said purpose at which the required quorum was present; pursuant to Section 12.4 of said Declaration, as amended.

Dated this 4th day of AUGUST, 2011.

Southpoint Homeowners Association, Inc.,
an Idaho non-profit corporation

By: Trent Koci
President

By: Sandra Coronado
Secretary

STATE OF IDAHO)
 :SS
County of Ada)

On this 4th day of AUGUST, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared TRENT KOCI, and SAUNDRA CORONADO, known or identified to me to be the President and Secretary, respectively of Southpoint Homeowners Association, Inc., the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation 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.



Jane E Burns
Notary Public For Idaho
Residing at: Ada County, Idaho
My Commission Expires: 7/9/2017