

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=3 VICTORIA BAILEY
QUAIL RIDGE SUB NO 9

2023-050146
08/30/2023 11:36 AM
AMOUNT:\$16.00



FIRST AMENDMENT TO RESTRICTIVE COVENANTS OF QUAIL RIDGE SUBDIVISION NO. 9

REFERENCE IS MADE to that certain Restrictive Covenants of Quail Ridge Subdivision No. 9 recorded April 10, 2002 as Instrument No. 102041994 in the office of the County Recorder of Ada County, Idaho (hereafter as amended "Restrictions").

WHEREAS, pursuant to Article X, Section 8 of the Restrictions, the Restrictions may be amended by an instrument, signed by not less than seventy-five percent (75%) of the Owners in Quail Ridge Subdivision No. 9: and

WHEREAS, the Owners wish to amend the Restrictions for the purpose of removing and eliminating the requirement that each Lot have a yard light.

NOW THEREFORE, the Owners hereby amend the Restrictions, as follows:

Definitions. All capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to them in the Restrictions.

Amendment to Article VIII, Section 1. Article VIII, Section 1 of the Restrictions, entitled "Yard Light", is hereby amended to the following:

Section 1. Yard Light. With the construction of the house on each Lot, the builder or Owner may install a photocell-activated yard light with a minimum light of 40 watts. Any such yard light that is installed shall be installed no more than ten (10) feet from the public sidewalk. Said light or its replacement shall be maintained and operated by the Owner at the Owner's expense. The yard light will be installed such that it cannot be switched on and off but activated only by the photocell. The Owner will maintain the light in good working order. For the avoidance of doubt, a yard light is not required to be installed on each, or any, Lot.

General Provisions:

Enforcement. The Association and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms, covenants conditions or restrictions imposed by the provisions of this Amendment. Failure by the Association or any Owner to immediately enforce any such term, covenant, condition or restriction shall in no event be deemed a waiver of the right to do so in the future.

Conflicts. Any conflicts between the terms of the Restrictions and the provisions of this Amendment shall be controlled by this Amendment.

Severability. Invalidation of any one of these terms, covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Term and Amendment. The terms, covenants, conditions and restrictions of this Amendment shall run with and bind all property covered by the Restrictions and its amendments.

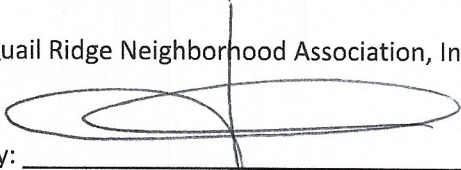
Duration and Applicability to Successors. The terms, covenants, conditions, and restrictions set forth in the Amendment shall run with the land and shall inure to the benefit of and be binding upon the Association and all Owners and their successors in interest.

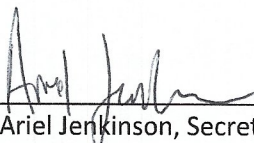
Effective Date. This Amendment shall be effective from and after the date it is recorded in the official records of Ada County, Idaho.

Governing Law. This Amendment shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned, being a member of the Quail Ridge Neighborhood Association, Inc., hereby certify and acknowledge that this Amendment was approved in writing by not less than seventy-five percent (75%) of the Owners in Quail Ridge Subdivision No. 9 and covered by the Restrictions, and have duly executed this Amendment of this 30th day of AUG, 2023.

Quail Ridge Neighborhood Association, Inc.

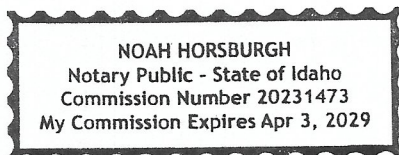
By: 
Jordan Hall, President


By: 
Ariel Jenkinson, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of ~~September~~ ^{AUGUST}, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared Jordan Hall known or identified to me to be the President of the Quai Ridge Neighborhood Association, Inc., and Idaho corporation, and whose name is subscribed to the within instrument and acknowledged to me that he 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.



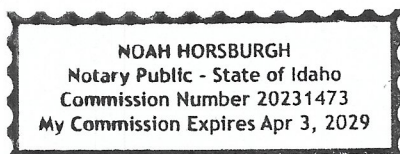


NOTARY PUBLIC for Idaho
Residing at U.S. Bank
My commission expires: April 3rd 2029

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of August, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared Ariel Jenkinson known or identified to me to be the Secretary of the Quai Ridge Neighborhood Association, Inc., and Idaho corporation, and whose name is subscribed to the within instrument and acknowledged to me that she 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 for Idaho
Residing at U.S. Bank
My commission expires: April 3rd 2029