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ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF
AMERICAN LAND TITLE CO.
FEE 16 - DEPUTY Mearns

2000 MR 20 PM 4:35

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TENTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE LANDING SUBDIVISION
(To Annex The Landing No. 11)

RECITALS

WHEREAS, There has been recorded by Edward A. Johnson and Janice M Johnson, as Grantor, a Master Declaration of Covenants, Conditions, Restrictions and Easements for The Landing Subdivision dated May 15, 1991, recorded May 29, 1991, as Instrument No. 9127812, records of Ada County, Idaho,, a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for The Landing Subdivision, dated January 10, 1992, recorded January 28, 1992, as Instrument No. 9205314, records of Ada County, Idaho; a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for The Landing Subdivision, dated May 1, 1992, recorded June 5, 1992, as Instrument No. 9236540, records of Ada County, Idaho; a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for The Landing Subdivision, dated April 1, 1993, recorded June 10, 1993, as Instrument No. 9344352, records of Ada County, Idaho; a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for The Landing Subdivision, dated May 1, 1993, recorded June 18, 1993, as Instrument No. 9347564, records of Ada County, Idaho; and a Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for The Landing Subdivision, dated August 1, 1993, recorded August 19, 1993, as Instrument No. 9367861, records of Ada County, Idaho; and a Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for The Landing Subdivision, dated March 15, 1995, recorded June 22, 1995, as Instrument No. 95042251, records of Ada County, Idaho; and a Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for The Landing Subdivision, dated November 29, 1995, recorded November 31, 1995, as Instrument No. 1948001741, Eighth Amendment to Master Declaration of Covenants, Condition, Restrictions and Easements for the Landing subdivision, and a ninth Amendment to Master Declaration recorded July 27, 1999 as instrument no. 99074309, as on records of Ada County, Idaho; (which Master Declaration, as amended hereafter called "Master Declaration");

WHEREAS, the Mallard Landing LLC, an Idaho Limited Liability Corporation, is the successor in interest to the above-named Grantor;

WHEREAS, the Master Declaration allows for the annexation of additional property to the Landing Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration as recorded or amended by this document; and

WHEREAS, the purpose of this Tenth Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all the terms, covenants, conditions, restrictions and easements contained in the Master Declaration. Except as noted, and included and as amended in Articles V, VII and VII.

ARTICLE I - PROPERTY COVERED

The property which is covered by this Tenth Amendment and which shall be annexed under the Master Declaration is that real property described as follows: Instrument No. 100011474. ✓

Ada County, Idaho.

ARTICLE II - DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Tenth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration. This document shall prevail in any misunderstanding with the original Master Declaration.

ARTICLE III - ANNEXATION AND DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to the Landing Subdivision and brought within the provisions of the Master Declaration, and is hereby made subject to all the covenants, conditions, restrictions and easements of the Master Declaration. Except as noted and amended in Articles V, and VII, and VIII.

ARTICLE V - PERMITTED USES & PERFORMANCE STANDARDS

Minimum Building Size: The Master Declaration of The Landing Subdivision is hereby amended for this phase of The Landing Subdivision No. 11 amending the minimum square footage for residence constructed on each lot. Each house will concur with the minimum square footage for building size as recorded on the Landing Subdivision No. 11 plat. Refer to the recorded plat of the Landing Subdivision No.11 for minimum building size for each lot. Qualifying minimum square footage is exclusive of garage, patios, and porches.

ARTICLE VI - EFFECTIVE DATE

The Tenth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

ARTICLE VII - ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee for the phase of The Landing Subdivision No. 11 will be Garrett Longstreet, A. Leon Blaser and Bruce W. Blaser. The Architectural Control Committee will remain in force and effect until 40 lots of The Landing Subdivision No.11 have sold and closed.

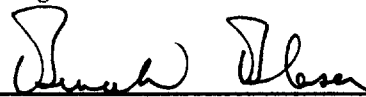
ARTICLE VIII-MAINTENANCE OF EASEMENT LANDSCAPE STRIP

The City of Meridian has requested 25' of landscaping in a landscape easement as noted on the plat of the Landing Subdivision No. 11, Lot 7 through 23, Block 19. It shall be the responsibility of the Homeowners Association to maintain and irrigate the grounds, shrubs, trees, grass, fences, sprinkler system, and general nature of this landscape easement as if it were a common lot deeded to the Homeowners Association. Irrigation water is paid for by individual lot owners, as the ground is a part of their individual lots and not a deeded common lot. No fences shall be constructed within the easement area.

IN WITNESS THEREOF, the undersigned, being the successor to the original Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has executed this Tenth Amendment as of the date and year first above written.

SUCCESSOR GRANTOR:

Mallard Landing L.L.C., an Idaho Limited Corporation

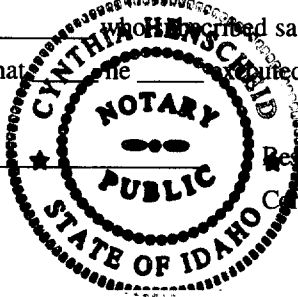
By: 

Bruce W. Blaser, Member

STATE OF IDAHO }
COUNTY OF ADA }

On this 17th day of March, 2000, before me a Notary Public in and for said State,
personally appeared Bruce W. Blaser known to me to be the
Managing Member in the Limited Liability Company known as Mallard Landing LLC
who subscribed said Limited Liability Company name to the fore-
going instrument, and acknowledged to me that he executed the same in said LLC same.

Cynthia Henschel
Notary Public



Residing at: Boise, Idaho
Commission Expires: 10/07/04