

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS OF CANTERBURY SUBDIVISION

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Canterbury Subdivision is made on the date hereinafter set forth by Cambridge Park L.L.C., an Idaho limited liability company (hereinafter referred to as “Declarant”).

WHEREAS, Declarant heretofore filed of record the Declaration of Covenants, Conditions, and Restrictions of Canterbury Subdivision No. 1, which declaration was recorded on September 27, 1996, as Instrument No.. 96080707, Records of Ada County, Idaho (hereinafter the “Declaration”);

WHEREAS, Declarant heretofore filed of record a Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Canterbury Subdivision No. 2, which Supplemental Declaration was recorded on June 23, 1998, as Instrument No. 98060536, records of Ada County, Idaho, (hereinafter “Supplemental Declaration”);

WHEREAS, the Declaration and Supplemental Declaration shall hereinafter be referred to as the “Original Covenants”);

WHEREAS, pursuant to Article XIV, Section 3 of the Declaration, amendment of any provision thereof requires the consent of the members entitled to cast not less than sixty-six and two-thirds (66 2/3%) percent of the votes of membership of the Homeowners Association described in Article III of the Declaration; and

WHEREAS, the Declarant, owns sufficient numbers of Lots in the said Subdivision to satisfy the percentage voting requirement in order to amend said Declaration;

NOW, THEREFORE, the Original Covenants shall be and is hereby amended as follows:

1. Article I, Section 3 of the Original Covenants is hereby amended in its entirety to read as follows:

Section 3. "COMMON AREA" shall mean all real property and improvements thereon (including private streets, drives, parking areas, recreational facilities and waterways) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lots 1 and 8, Block 1, Lot 3, Block 2, Lots 1 and 7, Block 3, and Lot 1, Block 4, Canterbury Subdivision No. 1, according to the official plat thereof, recorded in Book 71 of Flats at pages 7303, 7304, and 7305, as Instrument No. 96036600, recorded on the 2nd day of May, 1996, records of Ada County, Idaho.

2. Article III, Section 2 of the Original Covenants is hereby amended in its entirety to read as follows:

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

A. When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

B. On December 31, 2006.

3. Article III, Section 3, paragraph I of the Original Covenants is hereby amended in its entirety to read as follows:

I. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from any due date at the greater of the rate of twenty-four percent (24%) per annum or the maximum permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4. Article IV, Section 3, paragraph G of the Original Covenants is hereby amended in its entirety to read as follows:

G. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the greater of the rate of twenty-four percent (24%) per annum or the maximum permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Irrigation Water Supply System or abandonment of his Lot.

5. Article VII, Paragraphs C, O, K, L and R of the Original Covenants are hereby amended in their entirety to read as follows:

C. Pasture and Corral Areas: Areas used for pasturing and corralling of horses and/or lamas shall be maintained in a good and odor-free condition and free of weeds, uncontrolled vegetation growth and refuse. Except for one thousand five hundred (1500) square foot corral, all pasture areas shall be maintained with good vegetative cover. The location of all pasture and corral areas on any Lot shall be approved in writing by the Architectural Control Committee, pursuant to Article IX, below.

G. Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks (but not including pickup trucks), truck campers, motorhomes, recreational vehicles, and like equipment, or farm or garden equipment, or junk vehicles or other unsightly vehicles shall not be allowed on any Lot nor on public or private ways adjacent thereto, except in an enclosed structure. A recreational vehicle may, however, be parked on a lot for not more than a cumulative total of 30 days in any calendar year for use by visitors provided that written notice specifying the days on which it shall be so parked is first delivered to the Board of Directors of the Association. All other parking of equipment shall be prohibited, except as approved in writing by the Board of Directors of the Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours.

K. Fences: No fence of any kind shall be constructed on the perimeter of a Lot except a white vinyl rail fence, the plans and specifications therefor, including the location and design thereof having been first approved in writing by the Architectural Control Committee as provided in Article IX and no fence of any kind shall be constructed in any other location on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof have been first approved in writing by the Architectural Control Committee as provided in Article IX. No materials or structures may be attached to any fence unless first approved in writing by the Architectural Control Committee. No fence located on a Lot shall have a height greater than five feet above the surface of the ground upon which it is located. All fences shall be constructed in a substantial manner and shall be maintained at all times in good repair. It is the intent of the Declarant that the Architectural Control Committee shall have the authority to regulate all fences within the subdivision to the end that the location, type and size of each fence and the materials used therein shall, to the extent reasonably possible, present a reasonably coordinated appearance and be appropriate in a rural atmosphere. Nothing herein contained shall be construed to require the construction of any fences.

L. Gates: Each Owner shall be permitted to construct gates across the driveway(s) providing access to the Owner's Lot and on fences in other locations on a Lot; provided, however, that no such gate(s) shall be constructed unless the plans and specifications therefor, including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee as provided in Article IX prior to construction or installation, it being the intent of this paragraph that any such gate(s) shall match, to the extent practicable, any perimeter fencing on the said Lot or any other fencing to which it is attached.

R. Parking Rights: Any automobile or other vehicle used by any Owner or an Owner's guest shall, unless otherwise prohibited in this Declaration, be parked in the driveway or garage which is a part of an Owner's Dwelling Unit.

6. Article VIII, Sections 1, 3, 4 and 6 of the Original Covenants are hereby amended in their entirety to read as follows:

Section 1. Minimum Area: No building intended for use as a single family residence shall be erected, altered, placed or permitted to remain on any Lot which contains less than 2000 square feet of living area; and if the building

intended for use as a single family residence contains more than one story, the minimum square footage of living area at grade shall be 1600 square feet. Provided, however, that from and after the effective date of this amendment, no such building shall be erected, or placed upon any Lot in Canterbury Subdivision No. 1 which contains less than 2200 square feet of living area, and if such building contains more than one story, the minimum square footage of living area at grade shall be 1600 square feet; provided further that no such building shall be erected, or placed upon any lot in Canterbury Subdivision No. 2 which contains less than 2,400 square feet of living area, and if such building contains more than one story, the minimum square footage of living area at grade shall be 1,600 square feet.. The square footage of living area shall be based on the interior living space at or above the grade of the lot, exclusive of basement, porches, patios and garages. No building or other structure shall be allowed within the subdivision which is more than 35 feet above grade, unless the same is approved in writing by the Architectural Control Committee. In no event shall a manufactured home be erected, placed or permitted to remain on any Lot. Relocated homes may be placed on a Lot only under such conditions as may be approved by the Architectural Control Committee.

Section 3. Obligation to Complete Construction: The Owner of each Lot shall commence construction of a Dwelling Unit as permitted herein within 12 months after the date of the first conveyance of that Lot to an Owner by Declarant. Following the date of commencement of construction, the Owner shall be obligated to diligently and continuously proceed therewith to completion of the entire exterior, including landscaping, of the dwelling within six months, except for incidental items which cannot be completed because of adverse weather, provided that such items shall be completed promptly when weather permits. Prior to the date of commencement of construction, the Owner shall maintain such Owner's Lot free of accumulation of trash or debris and vegetation that may create a fire hazard or which is unsightly.

Section 4. Construction Requirements: Each Dwelling Unit shall have wood siding (redwood, cedar or spruce which may be stained or painted) or a combination of wood, stone, manufactured or synthetic stone, stucco, masonry or masonite siding or any other material as may be approved by the Architectural Control Committee. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of wood shake shingles, architectural asphalt shingles, or tile with a minimum 6/12 pitch, or as may otherwise be approved by the Architectural Control Committee. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All windows shall be of the bronze anodized type or better (no raw aluminum frames). All fireplace chimneys must be of masonry or metal and, if metal, shall be wrapped with the same materials as exist on other areas of the exterior of the Unit to within one foot of the top cap.

Section 6. Driveway and Driveway Culvert: Each Owner shall install a concrete or asphalt driveway in a location and consisting of such materials as are approved by the Architectural Control Committee from the edge of the public right-of-way to the Dwelling Unit or Garage on the Lot. In connection with the construction of said driveway, each owner shall install and maintain in the borrow ditch adjacent to the public right-of-way a culvert having a minimum diameter of twelve inches and a maximum diameter of eighteen inches. No driveway or parking area shall be permitted which creates a dust nuisance.

7. Article IX, Sections 1, 2, 3B, and 6 of the Original Covenants are hereby amended in their entirety to read as follows:

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Board of Directors of the Association. The Board of Directors of the Association shall appoint members to the Architectural Control Committee at each annual meeting of the Board or as otherwise necessary.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from the

adjacent or neighboring property, and any and all other factors which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply with the plans and specifications approved.

Section 3. Submissions:

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B. Building Plan. A building plan which shall consist of final blueprints, elevation drawings of the north, south, east and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior and shall not be higher than ten feet above the roof line of the principal building on the Lot or thirty-five (35) feet in height, whichever is lower.

Section 6. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, specifically including, but not limited to, restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

8. Article XIII, Section 1 of the Original Covenants is hereby amended in its entirety to read as follows:

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any abutting, adjoining or contiguous real property into

the project by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article XIII, provided that the Association shall not be responsible for the cost of construction of any improvements or upgrades which must be made to the Common Area or the Irrigation Water Supply System as a result of any such annexation.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, including, without limitation, all Class B membership rights (notwithstanding that the Class B membership may have previously ceased and been converted to Class A membership), and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Dwelling Units within the are subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

9. Article XIV, Section 3 of the Original Covenants is hereby amended in its entirety to read as follows:

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted and Declarant's right to annex additional property into the project as provided in Article XIII of this Declaration, may be amended by an instrument signed by members entitled to cast no less than sixty-six and two-thirds percent (66 2/3 %) of the votes of membership. Any amendment must be recorded.



10. Except as amended herein, the Original Covenants shall remain in full force and effect with no other change or modifications.

DATED this 15th day of July 1998.

DECLARANT:

CAMBRIDGE PARK L.L.C.

By yr \_\_\_\_\_

STATE OF IDAHO )

County of Ada ) :ss.

By J

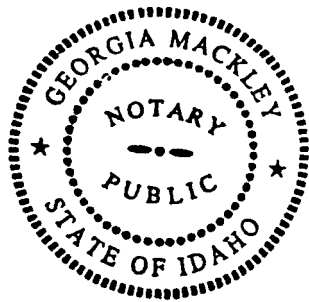
On this 15<sup>th</sup> day of July 1998, before me the Notary Public in and for said State, personally Byron, known or identified to me to be a Manager of PARK L.L.C., the limited liability company that instrument, or the person who executed the instrument limited liability company, and acknowledged to me liability company executed the same.

undersigned, a appeared Andrew CAMBRIDGE executed the within in behalf of said that such limited

Dennis

IN WITNESS WHEREOF, I have hereunto affixed my official seal the day and year in this written.

set my hand and certificate first above



NOTARY PUBLIC FOR IDAHO

Residing at \_\_\_\_\_ My commission expires:

STATE OF IDAHO )  
                                  :ss.  
County of Ada        )  
                                  )

On this                    of 1<sup>st</sup>, 1998, before me the undersigned, a Notary Public in and for said State, personally appeared Dennis Whitmore, known or identified to me to be a Manager of CAMBRIDGE PARK L.L.C., the limited liability company that executed the within instrument, or the person who executed the instrument in behalf of said limited liability company, and acknowledged to me that such limited liability company 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 ~ ~4, 1  
*My commission expires: ~  
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ADA COUNTY  
RECORDER J.  
DAVID  
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DOISE, IDAHO

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