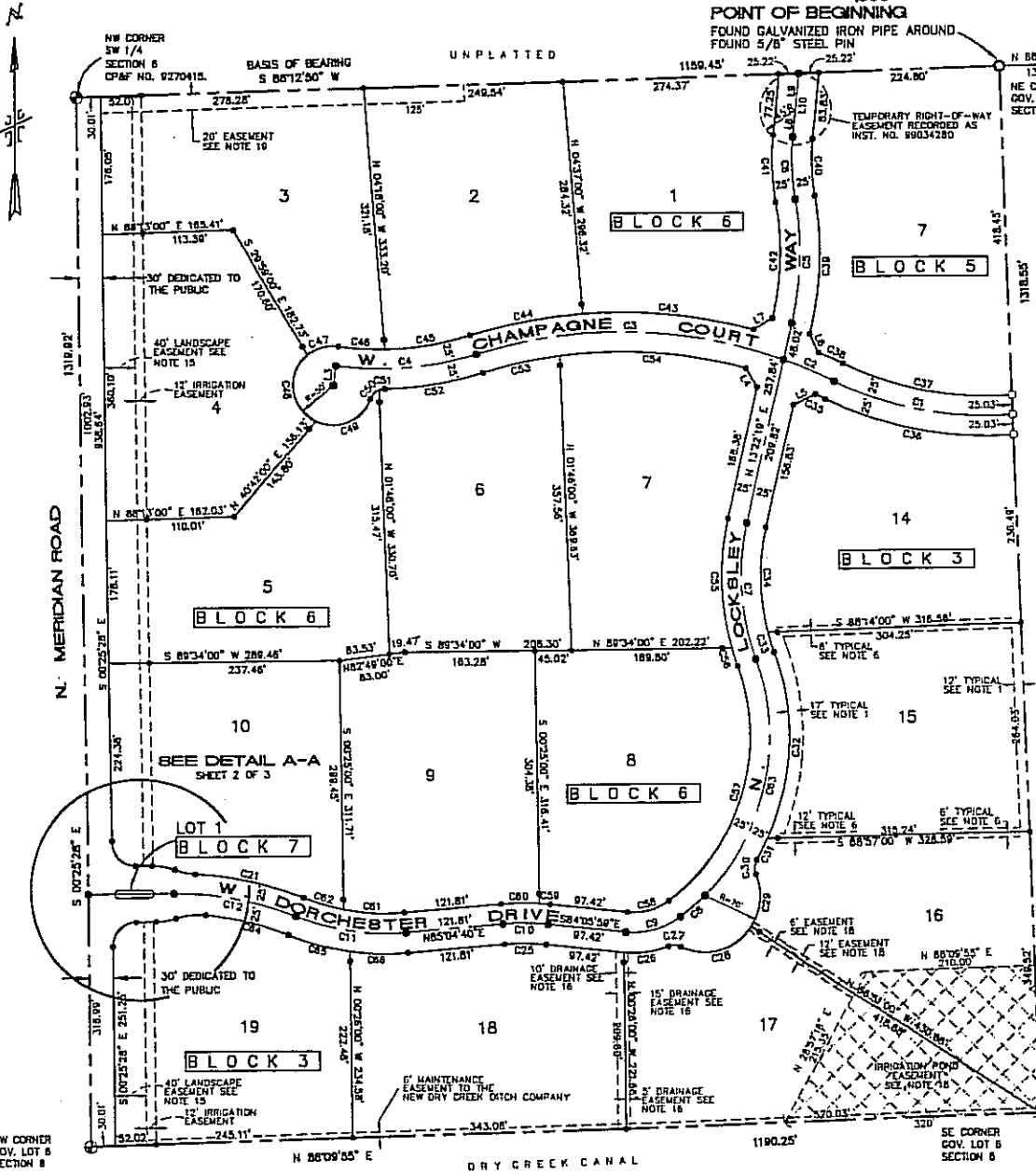
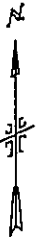


BK 78 PG 8330

PLOT DATE: 08/26/06 - 1:30pm  
PULL DATE: 08/29/06 - 1:20pm

FLAT SHOWING  
CANTERBURY SUBDIVISION NO. 3  
BEING GOVERNMENT LOT 6 SECTION 6  
T4N R1E 8M ADA COUNTY IDAHO  
1999



LEGEND

- ⊙ FOUND BRASS CAP
- ⊕ FOUND ALUMINUM CAP
- FOUND 5/8" STEEL PIN WITH CAP DHR PLS 3824 UNLESS NOTED OTHERWISE
- SET 5/8"x30" STEEL PIN WITH CAP MRE PLS 8793
- SET 1/2"x24" STEEL PIN WITH CAP MRE PLS 8793
- SET 1/2"x24" STEEL PIN FOR WITNESS CORNER WITH CAP MRE PLS 8793
- B LOT NUMBER



RESTRICTIVE COVENANTS

RESTRICTIVE COVENANTS ARE IN EFFECT FOR THIS SUBDIVISION.

NOTES

- 1 A SEVENTEEN (17) FOOT WIDE EASEMENT IS HEREBY RESERVED ADJACENT TO ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY, AND TWELVE (12) FOOT WIDE ADJACENT TO THE SUBDIVISION BOUNDARY FOR PUBLIC UTILITIES, STREET LIGHTS, DRAINAGE, AND IRRIGATION FACILITIES. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS AND WALKWAYS TO EACH LOT.
- 2 BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF ADA COUNTY, OR AS SPECIFICALLY APPROVED.
- 3 ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RE-SUBDIVISION.
- 4 ANY RE-SUBDIVISION OF THE LOTS WITHIN THIS SUBDIVISION IS PROHIBITED.
- 5 DEVELOPER SHALL COMPLY WITH IDAHO CODE SECTION 31-3605 RELATING TO IRRIGATION RIGHTS, TRANSFER AND DISCLOSURE.
- 6 A TWELVE (12) FOOT WIDE EASEMENT SHALL BE RESERVED ALONG EACH COMMON INTERIOR PROPERTY LINE WITHIN THIS SUBDIVISION FOR THE PURPOSE OF TRANSPORTATION OF PROPERTY DRAINAGE, AND/OR THE INSTALLATION OF A PRESSURE IRRIGATION SYSTEM. SAID EASEMENT SHALL BEING SIX (6) FEET ON BOTH SIDES OF PROPERTY LINES, UNLESS OTHERWISE DIMENSIONED.
- 7 THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE UNIFORM BUILDING CODE (UBC) AS REGULATED BY THE CITY OF EAGLE.
- 8 THE HOMEOWNERS ARE REQUIRED TO MAINTAIN ALL VEGETATION BETWEEN THE PAVEMENT AND THE RIGHT-OF-WAY LINE.
- 9 LOT 1 BLOCK 7 IS COMMON OPEN SPACE AREA TO BE OWNED AND MAINTAINED BY THE CANTERBURY HOMEOWNERS ASSOCIATION.
- 10 THE BORROW DITCHES AND CHECK DAMS ARE TO REMAIN IN THEIR ORIGINALLY DESIGNED CROSS-SECTIONAL FORM AND SHALL NOT BE RE-DRAINED EXCEPT AS REQUIRED FOR STANDARD MAINTENANCE.
- 11 THE HOMEOWNERS ARE REQUIRED TO INSTALL CULVERTS PER ADO STANDARD REQUIREMENTS AT ACCESS POINTS TO PUBLIC ROADS.
- 12 THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLECTED OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
- 13 SEE RECORD OF SURVEY NO. 1320 (RECORDED AS INSTRUMENT NO. 8833585, RECORDS OF ADA COUNTY, IDAHO), AND ALSO RECORD OF SURVEY NO. 1451 (RECORDED AS INSTRUMENT NO. 8932812, RECORDS OF ADA COUNTY, IDAHO).
- 14 ALL LOTS AND CONSTRUCTION SHALL COMPLY IN ALL RESPECTS WITH THE OFFICIAL HEIGHT AND AREA REGULATIONS AS SET FORTH IN SECTION 8-2-4 OF THE EAGLE CITY CODE REGARDING THE RE-ZONING DISTRICT.
- 15 A 40 FOOT WIDE LANDSCAPE EASEMENT IS HEREBY RESERVED TO THE CANTERBURY HOMEOWNERS ASSOCIATION ACROSS LOTS 3, 4, 5 AND 10, BLOCK 6 AND LOT 19, BLOCK 3.
- 16 A 15 FOOT WIDE EASEMENT IN FAVOR OF ADA COUNTY HIGHWAY DISTRICT IS HEREBY RESERVED ACROSS LOTS 17 AND 18, BLOCK 3 FOR STORM DRAINAGE. SEE FACE OF PLAT FOR DIMENSIONS.
- 17 DIRECT LOT ACCESS TO N. MERIDIAN ROAD IS HEREBY PROHIBITED.
- 18 AN EASEMENT IN FAVOR OF CAMBRIDGE PARK LLC IS HEREBY RESERVED FOR THE PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING AN IRRIGATION POND AND RELATED FACILITIES TOGETHER WITH ACCESS TO THE FACILITIES.
- 19 A 20 FOOT WIDE EASEMENT IN FAVOR OF CAMBRIDGE PARK LLC IS HEREBY RESERVED ACROSS LOT 3 BLOCK 6, AND A PORTION OF LOT 2, BLOCK 6, ADJACENT TO THE SUBDIVISION BOUNDARY FOR THE PURPOSES OF OPERATING AND MAINTAINING AN IRRIGATION DITCH, NO PERMANENT STRUCTURES, INCLUDING FENCES, MAY BE CONSTRUCTED WITHIN THE LIMITS OF THE EASEMENT WITHOUT PRIOR WRITTEN CONSENT FROM CAMBRIDGE PARK LLC.

CANTERBURY SUBDIVISION NO. 1

PREPARED BY  
**ROYLANCE AND ASSOCIATES PA**  
Engineers - Surveyors - Landplanners  
381 W State Street Suite E  
Eagle, Idaho 83616  
(208) 939-2824  
FAX (208) 939-2855

DEVELOPER  
**CAMBRIDGE PARK LLC**  
3010 DEWNEY STREET  
BOISE, IDAHO 83708

CANTERBURY SUBDIVISION NO. 1

BK 78 PG 8331

PLAT SHOWING  
**CANTERBURY SUBDIVISION NO. 3**  
 BEING GOVERNMENT LOT 6 SECTION 6  
 T4N R1E BM ADA COUNTY IDAHO  
 1899

PLAT DATE: 04/17/78 BY: [Signature]



**CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	418.13	208.53	117.34	228.19	S 78°33'00" E	318.33
C2	600.00	299.45	149.73	300.00	N 85°43'00" W	375.00
C3	600.00	299.45	149.73	300.00	N 85°43'00" W	375.00
C4	600.00	299.45	149.73	300.00	N 85°43'00" W	375.00
C5	600.00	299.45	149.73	300.00	N 85°43'00" W	375.00
C6	600.00	299.45	149.73	300.00	N 85°43'00" W	375.00
C7	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C8	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C9	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C10	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C11	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C12	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C13	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C14	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C15	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C16	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C17	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C18	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C19	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C20	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C21	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C22	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C23	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C24	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C25	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C26	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C27	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C28	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C29	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C30	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C31	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C32	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C33	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C34	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C35	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C36	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C37	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C38	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C39	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C40	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C41	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C42	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C43	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C44	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C45	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C46	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C47	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C48	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C49	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C50	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C51	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C52	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C53	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C54	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C55	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C56	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C57	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C58	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C59	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00
C60	300.00	149.73	74.87	150.00	S 01°33'00" E	150.00

**LINE TABLE**

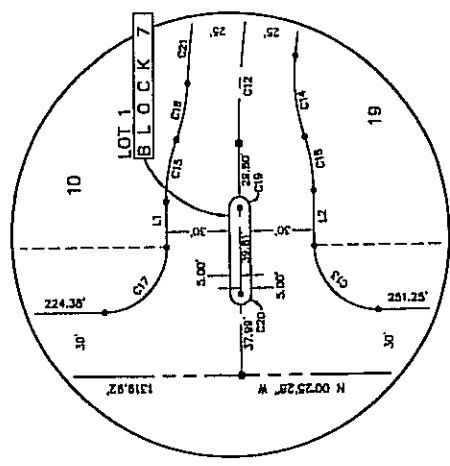
LINE	BEARING	LENGTH
L1	N 07°34'33" E	21.06
L2	N 07°34'33" E	25.46
L3	N 05°19'07" E	23.00
L4	S 50°19'07" E	27.03
L5	S 84°22'10" W	31.08
L6	S 23°33'30" W	38.48
L7	N 05°42'25" E	45.38
L8	N 05°42'25" E	45.38
L9	N 05°42'25" E	45.38
L10	N 05°42'25" E	45.38

**BASIS OF BEARING**

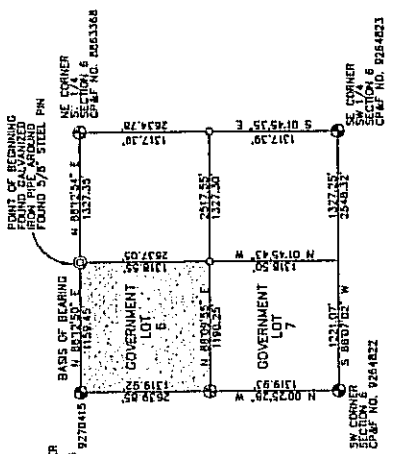
THE BASIS OF BEARING FOR THIS PLAT WAS TAKEN  
 BETWEEN MONUMENTS ALONG THE NORTH  
 LINE OF THE NORTHWEST QUARTER OF THE  
 QUARTER OF SECTION 6 AS NORTH 88°12'50" EAST  
 PER CANTERBURY SUBDIVISION NO. 2.

**LEGEND**

- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" STEEL PIN DHR PLS 3624 UNLESS NOTED OTHERWISE
- SET 5/8" STEEL PIN MRE PLS 8793
- SET 1/2" STEEL PIN MRE PLS 8793
- SET 1/2" STEEL PIN FOR WITNESS CORNER MRE PLS 8793
- 8 LOT NUMBER



**DETAIL A-A**  
 NTS



**SW 1/4 SECTION 6**  
 NTS

DEVELOPER  
**CAMBRIDGE PARK LLC.**  
 PREPARED BY  
**ROYLANCE AND ASSOCIATES PA**  
 Engineers - Surveyors - Landscapers  
 381 W. State Street, Suite E  
 Eagle, Idaho 83616  
 (208) 939-2824  
 FAX (208) 939-2843

**PLAT SHOWING  
CANTERBURY SUBDIVISION NO. 3  
BEING GOVERNMENT LOT 6 SECTION 6  
T4N 14E 8M ADA COUNTY IDAHO  
1899**

**CERTIFICATE OF OWNERS**

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ARE THE OWNERS OF THE REAL PROPERTY HEREINAFTER DESCRIBED.

A TRACT OF LAND BEING GOVERNMENT LOT 6 SECTION 6, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND GALVANIZED IRON PIPE MONUMENTING THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 6, SECTION 6, SAID PIPE BEING THE POINT OF BEGINNING.

THENCE ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 6 SOUTH 88-13'-30" WEST A DISTANCE OF 119.45 FEET TO A FOUND BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 6, SECTION 6, SAID CAP BEING THE POINT OF BEGINNING.

THENCE LEAVING SAID MONUMENTARY LINE AND ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 6 SOUTH 07-25'-28" EAST A DISTANCE OF 1319.92 FEET TO A FOUND ALUMINUM CAP MONUMENTING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 6.

THENCE LEAVING SAID MONUMENTARY LINE AND ALONG THE SOUTHWESTERLY LINE OF SAID GOVERNMENT LOT 6 NORTH 88-09'-53" EAST A DISTANCE OF 1102.54 FEET TO A FOUND STEEL PIPE MONUMENTING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 6.

THENCE LEAVING SAID MONUMENTARY LINE AND ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 6 NORTH 01-45'-45" WEST A DISTANCE OF 1318.55 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 33.58 ACRES.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCORPORATE SAID LAND IN THIS PLAT, THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC FOR PUBLIC USE PUBLIC UTILITIES, WATER MAINS, SEWER LINES, AND TELEPHONE LINES, AND TO THE PUBLIC AND PRIVATE UTILITIES, AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND THAT NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS. ALL OF THE LOTS AS SHOWN ON THIS PLAT WILL BE SUBDIVIDED, WATER MAINS, SEWER LINES, AND TELEPHONE LINES, INTO UNITS AS SHOWN IN WRITINGS TO BE MADE BY THE STATE OF IDAHO.

*[Signature]*  
CAMBRIDGE PARK, LLC  
By: *[Signature]* Managing Member

**ACKNOWLEDGMENT**

ON THIS 23 DAY OF March 1999 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, AND IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE CAMBRIDGE PARK LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*[Signature]*  
NOTARY PUBLIC FOR THE STATE OF IDAHO  
RESIDING AT: Boise IDAHO  
MY COMMISSION EXPIRES: 03/23/2003

**CERTIFICATE OF SURVEYOR**

I, MICHAEL R. ENGBERTSON, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS DRAWN BY ME OR UNDER MY SUPERVISION AND THAT THE SURVEY WAS MADE ON THE GROUND UNDER MY PERSONAL SUPERVISION AND THAT THE PLAT CORRECTLY REPRESENTS THE TRUE AND ACCURATE POSITION OF THE PROPERTY WITHIN THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



MICHAEL R. ENGBERTSON  
DATE

**APPROVAL OF EAGLE CITY ENGINEER**

ACCEPTED AND APPROVED THIS 29 DAY OF JULY, A.D. 1999, BY THE CITY ENGINEER OF THE CITY OF EAGLE ADA COUNTY, IDAHO.

*[Signature]*  
EAGLE CITY ENGINEER

**APPROVAL OF THE CITY OF EAGLE**

I, Sharon K. Moore, CITY CLERK IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL, HELD ON THE 08 DAY OF NOVEMBER, 1999, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

*[Signature]*  
EAGLE CITY CLERK  
SEAL  
STATE OF IDAHO

**APPROVAL OF ADA COUNTY COMMISSIONERS**

ACCEPTED AND APPROVED THIS 8 DAY OF SEPTEMBER, A.D. 1999, THE COMMISSIONERS OF ADA COUNTY, IDAHO.

*[Signature]*  
SEAL  
ADA COUNTY

**CERTIFICATE OF ADA COUNTY RECORDER**

STATE OF IDAHO) SS  
COUNTY OF ADA)

INSTRUMENT NUMBER 99090364

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF CAMBRIDGE PARK LLC AT 3:30 MINUTES PAST 3 O'CLOCK P.M. THIS 9 DAY OF SEPTEMBER, A.D. 1999, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 8 OF PLATS AT PAGES 8330 - 8331 AND 8332.

*[Signature]*  
DEPUTY COUNTY RECORDER  
FEB. 16 99

**APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT**

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REVIEWED ACCORDING TO THE ORDER TO BE READ ON FILE WITH THE COUNTY RECORDER ON HIS AGENT USING THE CONDITIONS OF THE HEALTH DEPARTMENT.

9/7/99  
DATE  
*[Signature]*  
HEALTH DEPARTMENT  
ADA COUNTY

**CERTIFICATE OF THE COUNTY TREASURER**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, PER THE REQUIREMENTS OF IDAHO CODE 30-1306, DOES HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



9-9-99  
DATE  
*[Signature]*  
ADA COUNTY TREASURER

**CERTIFICATE OF ADA COUNTY SURVEYOR**

I, THE UNDERSIGNED, COUNTY SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT, AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



*[Signature]*  
ADA COUNTY SURVEYOR

PREPARED BY  
CAMBRIDGE PARK LLC  
ROY LANCE AND ASSOCIATES PA  
Engineers - Surveyors - Landplanners  
391 W State Street Suite E  
Eagle, Idaho 83616  
(208) 938-2824  
FAX (208) 938-2825

96680707

ADA CO. RECORDER  
J. DAVID NAVARRO  
BOISE ID

TRANSACTION TITLE & ESCROW

'96 SEP 27 PM 12 03

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS *75*  
RECORDED AT THE REQUEST OF *Boyle*

OF

CANTERBURY SUBDIVISION NO. 1

\*\*\*\*\*

THIS DECLARATION is made on the date hereinafter set forth by CAMBRIDGE PARK L.L.C., an Idaho limited liability company, hereafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as "the properties," more particularly described as follows:

CANTERBURY SUBDIVISION NO. 1, according to the official plat thereof, recorded in Book 71 of Plats at Pages 7303, 7304, and 7305, as Instrument No. 96036600, on the 2nd day of May, 1996, records of Ada County, Idaho; and

WHEREAS, Declarant desires to subject the above described properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the properties and their present and subsequent Owners as hereinafter specified, and will convey the properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to the Canterbury Subdivision Homeowners' Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

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 Areas 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 Plats at Pages 7303, 7304, and 7305, as Instrument No. 96036600, recorded on the 2nd day of May, 1996, records of Ada County, Idaho; and

Section 4. "IRRIGATION WATER SUPPLY SYSTEM" shall mean all real property and improvements thereon and all pumps, pipes and any other conveyancing apparatus and all easement rights for the installation and maintenance of the system by which irrigation water is delivered to each Lot, owned by the Association for the purpose of providing an irrigation water supply to the Owners.

Section 5. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "DECLARANT" shall mean and refer to Cambridge Park L.L.C., an Idaho limited liability company, its successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 9. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.

Section 10. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 11. "PLAT" shall mean a final subdivision plat covering any real property in Canterbury Subdivision, as recorded in the office of the county recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 12. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage, as Mortgage is defined in Section 10.

Section 13. "FIRST MORTGAGEE" shall mean any Mortgagee, as defined in Section 11, possessing a lien on any Dwelling Unit first and prior to any other Mortgage, as that term is defined in Section 10.

Section 14. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

## ARTICLE II: PROPERTY RIGHTS

Section 1. Enjoyment of Common Area: Each owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

- A. The right of the Association to charge reasonable maintenance and other fees for the use and maintenance of any landscaping improvement or facility situated upon the Common Area.
- B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- C. The right of the Association to limit the number of members permitted to use the Common Area.
- D. The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or otherwise controlled by the Association, including, particularly, the right to charge a special use fee for members who desire exclusive short-term use of such facility and who are willing to pay a special fee or assessment for such use.
- E. The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien thereagainst; provided that the Common Area may not be mortgaged or conveyed without the consent of at least 66-2/3% of the Owners (excluding Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.
- F. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to

the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

- G. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of that Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times and reasonable regulations and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

### ARTICLE III: HOMEOWNERS' ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

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 the total votes outstanding in the Class B membership; or

B. On December 31, 2006.

Section 3. Assessments:

- A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:
1. Regular annual or other regular periodic assessments or charges; and
  2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

- B. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in said property and Common Area, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and improvements thereon, including, without being limited thereto, the payment of taxes, domestic water and sewage charges, consulting fees and insurance on all or any part of said properties, improvement and maintenance of the Common Area, and to pay irrigation water assessments therefor, if any.
- C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$300.00.
1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%), or the maximum percentage increase allowable by Federal National Mortgage Association (whichever is greater), above the maximum assessment as set forth above.
  2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.



3. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.
- D. Initiation Assessment: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an initiation assessment in the amount of \$100.00.
  - E. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement for the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.
  - F. Notice and Quorum for Any Action Authorized Under Sections C and E: Written notice of any meeting called for the purpose of taking any action authorized under Section C or E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
  - G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots and may be collected on a monthly basis.
  - H. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
  - 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 the due date at

the greater of the rate of twenty-four percent (24%) per annum. 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.

- J. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- K. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:
1. All property expressly dedicated to and accepted by a local public authority;
  2. All properties owned by the Declarant or an Association;
  3. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first;
  4. All Common Area Lots.

#### ARTICLE IV: IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply: Each Lot shall have access to an Irrigation Water Supply System to be constructed by Declarant and owned and operated by the Association. All Owners to which the system has been extended shall be required to pay the assessment therefor as provided for in Section 3, below, regardless of actual use or non-use of water from the irrigation system.

Section 2. Operation of the Irrigation Water Supply System: The Irrigation Water Supply System shall be operated in accordance with the laws of the State of Idaho and all rules and regulations as may be promulgated from time to time by the Association and any governmental entity having jurisdiction thereof. The right to receive water from the Irrigation Water Supply System is, in any event, subject to availability of water. The Association shall regulate the use of water to conserve its availability for Lots. The Association shall have no liability for any temporary interruptions in water supply service so long as necessary repairs are made in a reasonably prompt manner. The Association shall be permitted to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the Irrigation Water Supply System.

Section 3. Assessments:

- A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:
1. Regular annual or other regular periodic assessments or charges for the operation, maintenance and improvement of the Irrigation Water Supply System; and
  2. Special assessments for capital improvements to the Irrigation Water Supply System, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

- B. Purpose of Assessments: The assessments levied hereunder by the Association shall be used exclusively for the operation, maintenance and improvement of the Irrigation Water Supply System.
- C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment hereunder shall be \$420.00. Thereafter, the maximum annual assessment may be increased each year in such an amount as is necessary in order to generate sufficient funds to operate, improve and maintain the Irrigation Water Supply System, including the maintenance of adequate reserves, in a prudent and business-like manner, and to comply with any and all requirements of any governmental agency having jurisdiction thereof. Said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.
- D. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Irrigation Water Supply System, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.
- E. Notice and Quorum for Any Action Authorized Under Sections C and E: Written notice of any meeting called for the purpose of taking any action authorized above,

shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- F. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- 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. 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.
- H. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- I. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:
1. All property expressly dedicated to and accepted by a local public authority;
  2. All properties owned by the Declarant or an Association;
  3. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first;

Section 4. Easement for Irrigation Water Supply System: The Declarant and the Association shall have a permanent easement for the construction, maintenance and repair of the Irrigation Water Supply System and related pumps, pipes, and any other conveyancing apparatus in the public utility and drainage easements as depicted on the Plat, together with the right of ingress to and egress from the easement premises over and across the privately owned property of Owners to perform maintenance upon the pump, pipes and other conveyancing apparatus comprising the Irrigation Water Supply System together with all rights necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, over hanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement.

#### ARTICLE V: EASEMENTS

Section 1. Future Easements: The Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

Section 2. Maintenance Easements: The Declarant and the Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the Properties and the Irrigation Water Supply System, including, but not limited to, snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

Section 3. Drainage Easements. The Declarant, the Association, and the Ada County Highway District shall have a permanent easement for the construction, operation, maintenance and repair of a drainage facility and landscaping swale over the following described Premises each of which are located in Canterbury Subdivision No. 1, according to the official plat thereof, recorded in Book 71 of Plats, at pages 7303, 7304, and 7305, records of Ada County, Idaho:

1. The southerly 25 feet of Lot 2, Block 3;
2. The northerly 25 feet of Lot 4, Block 3;
3. The northerly 25 feet of Lot 5, Block 3; and
4. The northerly 25 feet of Lot 1, Block 2.

These easements shall include the right of ingress to and egress from the easement premises over and across the privately owned property of Owners to perform maintenance upon the drainage facility, together with all rights necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto. No

building, fence, wall, landscaping improvements (except grass), or other structures or obstructions which may interfere with the primary purpose of the easements hereby reserved (that is for drainage and water retention) shall be built, constructed, placed, or maintained, nor shall any change, alteration or modification of existing improvements, including but not limited to the slope and grade thereof, be made, within the drainage swale portion of the easement premises. The size, scope, nature, and location of the easements reserved hereby shall be deemed to be in addition to, and not in lieu of, any similar easements which may be shown on the official plat of the Subdivision.

#### ARTICLE VI: MAINTENANCE RESPONSIBILITY

Section 1. By Association: The Association shall provide maintenance to and be responsible for the Common Area and the improvements thereon and the Irrigation Water Supply System and all drainage facilities. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject.

Section 2. By Owner: Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences, courtyards, landscaping and lawn contiguous to his Dwelling Unit, as well as the shoulder and borrow ditch on the public right-of-way adjacent to his lot. Each Owner shall further be responsible to cut or otherwise control the weeds and other noxious plants on his Lot so as to avoid any unsightly condition or hazard or nuisance to the neighborhood. In the event any Owner fails in the performance of his repair and maintenance responsibilities as set forth herein, the Association may, by written notice to the said Owner, demand that certain specified repair or maintenance action be taken within a specified time, and should said Owner fail to comply with the said demand, the Association may, through its agents, employees and contractors enter upon said Owner's Lot to perform the previously demanded repair or maintenance work. The cost of any such repair and maintenance performed by the Association shall be added to and become part of the assessment to which said Lot is subject. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must commence repair and/or replacement of the Dwelling Unit within ninety (90) days of the damage or destruction and diligently prosecute the work to completion within six (6) months of said damage or destruction.

#### ARTICLE VII: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the properties and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein:

- A. Lot Use: All Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office.

- B. Animals: In addition to a total of three (3) dogs or cats, in any combination, an Owner may keep and maintain a total maximum of two horses and/or llamas for an Owner's personal use, provided that such animals are not kept, maintained or bred for any commercial purpose and are kept and maintained in such a manner as not to constitute a nuisance or otherwise be offensive to other Owners. Any animals not on an Owner's Lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by any such Owner's animals. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the Architectural Control Committee and, if approved, shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition.
- C. Pasture and Corral Areas: Areas used for pasturing and corralling of animals shall be maintained in a good and odor-free condition and free of weeds, uncontrolled vegetation growth and refuse. Except for a 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.
- D. Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition.
- E. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed energy production devices, antennae or satellite dishes shall be erected on the Properties unless the same has been approved in writing by the Architectural Control Committee. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots.
- F. Outbuildings: Barns and other outbuildings may be erected upon a Lot only as may be approved by the Architectural Control Committee in accordance with the provisions of Article IX hereof. Any said barn or outbuilding must be of a design and color consistent with the residential structure located on said Lot. No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.
- G. Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks, truck campers, motorhomes, recreational vehicles, and like equipment, or farm or

garden equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on public or private ways adjacent thereto, except in an enclosed structure or completely screened from all view from outside the Lot. 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.

- H. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, any applicable Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit or any portion of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.
- I. Sewer Restrictions: Until public sewer facilities are available to the subdivision, all sewage disposal for each Lot shall be in a private septic tank system which shall be designed, constructed and installed on each Lot in accordance with the requirements of the governmental entities having jurisdiction thereof. The Declarant shall have no obligation for the construction or approval of any sewage disposal system or the connection thereof. Drainage from a septic tank located on a Lot shall be kept within the boundaries of the Lot on which it is located. All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building.
- J. Landscaping: Within thirty (30) days after substantial completion or occupancy of the Dwelling Unit located thereon, whichever first occurs, weather permitting, that portion of each Lot between the front of the Dwelling Unit and the public right of way fronting the Lot and for a minimum distance of twenty feet on each side and rear of the Dwelling Unit shall be landscaped with grass (seeded or rolled sod), fully automatic underground sprinklers, and such trees and shrubs or bushes, all as approved by the Architectural Control Committee. A landscape plan shall be submitted to and approved by the Architectural Control Committee as provided in Article IX prior to commencement of any landscaping work.
- 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 therefor, 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 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. No such gate 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.
- M. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot. Nothing herein contained shall be construed to prohibit the drilling and use of a water well on a Lot.
- N. Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat and reasonably sized sign on a Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing may be displayed on a Lot during construction of improvements. One entry sign may be placed on each Lot naming the property or the owner thereof, provided the plans and specifications therefor, including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee prior to installation.
- O. Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.
- P. Discharge of Firearms: The discharge of firearms within the subdivision for recreational purposes is prohibited.
- Q. Riding Arenas: Riding arenas or other similar areas designed for the riding of animals may be constructed on a Lot provided that the plans and specifications therefor, including the location, design, material and color thereof, have first been approved in writing by the Architectural Control Committee prior to construction or installation, and further provided that any such arena shall not be or create a nuisance to any other Owner.

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

## ARTICLE VIII: BUILDING RESTRICTIONS

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. 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 or relocated home be erected, placed or permitted to remain on any Lot.

Section 2. Setback: Subject to the right of the Architectural Control Committee to approve the site plan for any building to be constructed upon a Lot, (a) any building intended for use as a single family residence shall be subject to the set backs set forth in the Architectural Control Guidelines; and (b) any barn, shed or other building for the housing or care of animals shall be subject to such set backs as may be required by the Architectural Control Committee. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the subdivision require setbacks different than those provided herein, the more restrictive shall control.

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 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. 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 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 5. Utilities: The connection to all utility facilities shall be under ground and shall be inspected and approved by the appropriate governmental entity having jurisdiction thereof and the company providing the utility service, if required. Utility meters shall be placed in an unobtrusive location where possible.

Section 6. Driveway and Driveway Culvert: Each Owner shall install a concrete or asphalt driveway from the edge of the public right of way in a location approved by the Architectural Control Committee 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.

Section 7. Garages: Subject to the provisions of Article IX hereof, there shall be constructed in conjunction with each residential structure on a Lot a garage of sufficient size to enclose at least two and no more than four (4) automobiles, which said garage shall be of a design and color consistent with the residential structure located on the said Lot.

Section 8. Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:

- A. All debris shall be removed from the Lot prior to each weekend;
- B. No materials shall be placed or kept on any adjoining Lots;
- C. Vehicles belonging to workmen or used in the construction of the improvements shall not be parked in front of occupied Dwelling Units or interfere with traffic on public streets or private streets;
- D. Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof;
- E. A receptacle for trash and debris shall be located on the subject Lot and shall not be over filled;
- F. Each Owner shall be responsible to repair any damage which may occur during the construction period to any road (including the shoulder and borrow ditch adjacent thereto), mailbox, utility facility or other onsite or offsite improvement caused by the Owner or Owner's contractors, agents or employees. In the event any Owner fails in the performance of his repair responsibilities as set forth herein, the Association may by written notice to the said Owner demand that certain repair action be taken within a specified time and should said Owner fail to comply with said demand, the Association may undertake to perform the demanded repair work. Cost of any such repair work shall be added to and become part of the assessment to which such Lot is subject.

- G. Access to each Lot shall be restricted to only that location which has been approved by the Architectural Control Committee for the construction of the driveway for the said Lot pursuant to Article VIII, Section 6, above.

#### ARTICLE IX: ARCHITECTURAL CONTROL

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.

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

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

- A. Site Plan. A site plan showing the location of buildings and all other structures and improvements, including fences, pastures and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.

- B. Building Plan. A building plan which shall consist of preliminary or 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 colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.
- C. Landscape Plan. A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.

Section 4. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Variances: The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including 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 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.

Section 7. Waivers: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 8. Non-Liability of Architectural Committee Members: Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, nor the Declarant, nor the members of the Homeowners Association Board of Directors shall be liable to any Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 9. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 10. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all

Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes.

#### ARTICLE X: INSURANCE AND BOND

Section 1. Types of Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

The Association may secure and maintain at all times the following insurance and bond coverage:

- A. A multi-peril-type policy covering any Association owned property providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- B. The Association must, if available at a reasonable cost, have a comprehensive policy of public liability insurance covering all of the Association owned facilities. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.
- C. The Association may obtain liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of the Association in such amount as may be reasonable in the premises.
- D. The following additional provisions shall apply with respect to insurance:
  1. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgages.
  2. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the

defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

3. All policies shall be written by a company licensed to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
  4. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.
- E. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.
- F. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

#### ARTICLE XI: CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Association owned property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned property equally on a per-lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

#### ARTICLE XII: MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of an Association:

- A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common



elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.

- B. The holders of first Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
- C. Any management agreement for the Properties, Common Area or Irrigation Water Supply System, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.
- D. Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.
- E. Unless all institutional holders of first Mortgages have given their prior written approval, no Association shall:
  - 1. Act to abandon, partition, subdivide, sell or transfer the Common Area owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such common area property shall not be deemed a transfer within the meaning of this clause.)
  - 2. Materially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
  - 3. Act to waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units and landscaping in the subdivision.
  - 4. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

### ARTICLE XIII: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex the real property described in Exhibit A attached hereto, or any portion thereof, 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.

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, 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 area 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.

Section 2. Procedure for Annexation: Any of the above described real property may be annexed into the project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

- A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Canyon County where this Declaration is recorded;
- B. An exact legal description of the added land;
- C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and
- D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

#### ARTICLE XIV: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by an Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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 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, may be amended by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 27 day of SEPTEMBER, 1996.

DECLARANT:

CAMBRIDGE PARK L.L.C.

By [Signature]  
ANDREW BYRON

By [Signature]  
DENNIS WHITMORE

STATE OF IDAHO )  
ss.  
County of Ada )

On this 27 day of SEPTEMBER, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Byron and Dennis Whitmore, known or identified to me to be the Managers of CAMBRIDGE PARK L.L.C., the limited liability company that executed the within instrument, or the persons 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.



[Signature]  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
My Commission Expires 8/12/97

## EXHIBIT A

Legal Description  
Canterbury Subdivision Phase 2  
32.67 Acre Tract

A tract of land situated in the Northeast 1/4 of the Southwest 1/4 of Section 6, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found steel pin monumenting the Northwest Corner of the Northeast 1/4 of the Southwest 1/4 of said Section 6, said steel pin being the POINT OF BEGINNING.

Thence along the northerly line of said Northeast 1/4 of the Southwest 1/4 of Section 6 North 88°-12'-54" East a distance of 1327.35 feet to a found aluminum cap monumenting the Northeast Corner of said Southwest 1/4 of Section 6,  
Thence leaving said northerly line and along the easterly line of said Southwest 1/4 of Section 6 South 01°-45'-35" East a distance of 833.13 feet to a found steel pin,  
Thence leaving said easterly line South 76°-01'-00" West a distance of 424.89 feet to a found steel pin,  
Thence southeasterly along the arc of a circular curve to the left a distance of 73.43 feet, said curve having a central angle of 08°-51'-28", a radius of 475.00 feet, a chord bearing South 16°-23'-16" East, and a chord distance of 73.36 feet to a found steel pin,  
Thence South 20°-49'-00" East a distance of 74.69 feet to a found steel pin,  
Thence South 74°-52'-00" West a distance of 323.60 feet to a found steel pin,  
Thence South 76°-20'-00" West a distance of 270.90 feet to a found steel pin,  
Thence northeasterly along the arc of a circular curve to the right a distance of 7.42 feet, said curve having a central angle of 00°-26'-10", a radius of 975.00 feet, a chord bearing North 01°-59'-41" West, and a chord distance of 7.42 feet to a found steel pin,  
Thence South 88°-33'-00" West a distance of 375.05 feet to a found steel pin on the westerly line of said Northeast 1/4 of the Southwest 1/4 of Section 6,  
Thence along said westerly line North 01°-45'-43" West a distance of 1185.37 feet to the POINT OF BEGINNING.

The above described tract of land contains 32.67 acres, more or less, subject to all existing easements and rights-of-way.

98078441

**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 Plats at pages 7303, 7304, and 7305, as Instrument No. 96036600, recorded on the 2<sup>nd</sup> 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, G, 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 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:

\* \* \*

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:

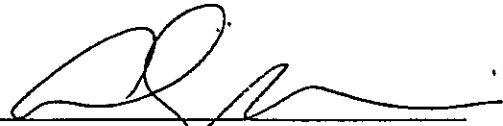
Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for 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 15<sup>th</sup> day of July 1998.

DECLARANT:

CAMBRIDGE PARK L.L.C.

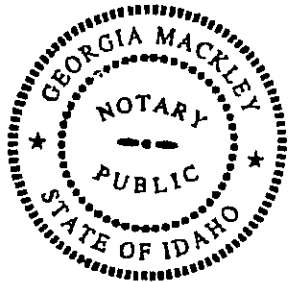
By   
Andrew Byron

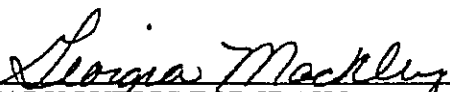

By   
Dennis Whitmore

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

On this 15<sup>th</sup> day of July 1998, before me the undersigned, a Notary Public in and for said State, personally appeared Andrew Byron, 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   
My commission expires: 6/22/2000

STATE OF IDAHO )  
  :ss.  
County of Ada        )

On this 15<sup>th</sup> day of July, 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.



Georgia Mackley  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, Id  
My commission expires: 6/22/2002

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

1998 JL 29 AM 11:23

Cambridge Park  
RECORDED - REQUEST OF  
FEE 30.00 DEPUTY Charover  
98072441

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS AND NOTICE OF ANNEXATION OF  
CANTERBURY SUBDIVISION NO. 3**

This Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Canterbury Subdivision No. 3 is made on the date hereinafter set forth by Cambridge Park L.L.C., an Idaho limited liability company (hereinafter referred to as "Declarant") and the undersigned lot owners (hereinafter collectively referred to as "Owners").

WHEREAS, Declarant and Owners are the owners of that certain real property located in Ada County, Idaho, described as Canterbury Subdivision No. 3 according to the official plat thereof recorded as Instrument No. 99090304 in Book 78 of Plats at pages 8330, 8331 and 8332, records of Ada County, Idaho (hereinafter the "Real Property"); and

WHEREAS, Declarant has heretofore filed that certain 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"); and

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"); and

WHEREAS, Declarant has heretofore filed that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Canterbury Subdivision, which

Amendment was recorded on July 29, 1998, as Instrument No. 98072441, records of Ada County, Idaho (hereinafter "Amendment to Declaration"); and

WHEREAS, the Declaration, Supplemental Declaration and Amendment to Declaration shall hereinafter be referred to as the "Original Covenants"; and

WHEREAS, Article XIII of the Declaration provides for the annexation of additional property into the Canterbury Subdivision project;

NOW, THEREFORE, pursuant to Article XIII of the Declaration, Declarant and Owners hereby declare that the Real Property shall be held, sold, conveyed, and be subject to the Original Covenants, which Original Covenants are hereby incorporated by this reference as if fully set forth herein, except that the following paragraphs of the Original Covenants shall be amended to read as follows and shall pertain to the Real Property:

1. Article I, Section 2, "PROPERTIES" shall mean and refer to the Real Property herein above described in addition to the real property described in the Original Covenants.

2. Article I, Section 3, "COMMON AREA" shall mean and refer to the following real property in addition to the real property described in the Original Covenants;

Lot 1, Block 7, Canterbury Subdivision No. 3, according to the official plat thereof.

3. Article VIII, Section 1, shall be and is hereby amended in its 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 2,800



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 1,800 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.

4. Article IV, Section 4, shall be and is hereby amended in its entirety to read as follows:

Section 4. Easement for Irrigation Water Supply System: The Declarant and the Association shall have a permanent easement for the construction, maintenance and repair of the Irrigation Water Supply System and related ponds, pumps, pipes and any other conveyancing apparatus in the public utility and drainage easements as depicted on the Plat and in the irrigation pond easement across Lots 16 and 17, Block 3, as depicted on the Plat, together with the right of ingress to and egress from the easement premises over and across the privately owned property of owners to perform maintenance upon the pumps, ponds, pipes and other conveyancing apparatus comprising the Irrigation Water Supply System together with all rights necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement.

5. Article V, Section 3, shall be and is hereby amended so as to include within the provisions thereof an additional 15 foot wide drainage easement located on either side of the common interior lot line between Lots 17 and 18, Block 3, Canterbury Subdivision No. 3, according to the official plat thereof, the precise location of which shall be as depicted on the Plat.

6. Article VI, Section 1, shall be and is hereby amended in its entirety to read as follows:

Section 1. By Association: The Association shall provide maintenance to and be responsible for the Common Area and the improvements thereon, the Irrigation Water Supply System, all drainage facilities, all landscaping and other improvements placed within the irrigation pond easement across Lots 16 and 17, Block 3, as depicted on the Plat, and the landscaping improvements placed on the 40 foot landscape easement across Lots 3, 4, 5 and 10 Block 6, and Lot 19 Block 3, as depicted on the Plat. In the event the need for maintenance or repair is caused through the willful or negligent act of an owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject.

7. Article VII, paragraph B, shall be and is hereby amended in its entirety to read as follows:

B. Animals: An Owner shall be permitted to keep and maintain a total of three (3) dogs and/or cats in any combination on their lot. In addition, an Owner may keep and maintain on their Lot a total maximum of two (2) horses and/or llamas for an Owner's personal use, provided that such animals are not kept, maintained or bred for any commercial purpose and are kept and maintained in such a manner as not to constitute a nuisance or otherwise be offensive to other Owners. No other animals may be kept or maintained within the Properties, except small domestic pets such as fish and hamsters and the like which are kept within an Owner's Dwelling Unit. Any animals not on an Owner's lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, an Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by any such Owner's animals. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the Architectural Control Committee and, if approved, shall not be located on the lot in such a fashion as to create a nuisance for any adjacent lot owner and shall at all times be kept in a clean and odor free condition. Notwithstanding the provisions of Article XIV, Section 3, below, no amendment to this paragraph shall be effective with respect to any lots located in Canterbury Subdivision No. 3, according to the

official plat thereof, unless made by an instrument signed by not less than 66-2/3% of the Owners of lots in Canterbury Subdivision No. 3.

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

DATED this 16<sup>th</sup> day of February 2000.

DECLARANT: CAMBRIDGE PARK L.L.C.

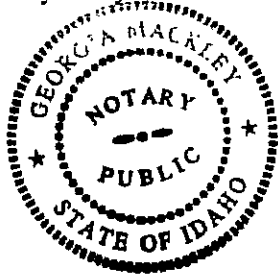
Duane Stueckle  
Duane Stueckle

Bert A. Bradley  
Bert A. Bradley

STATE OF IDAHO )  
                                  :ss.  
County of Ada        )

On this 16<sup>th</sup> day of February 2000, before me the undersigned, a Notary Public in and for said State, personally appeared Duane Stueckle 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.

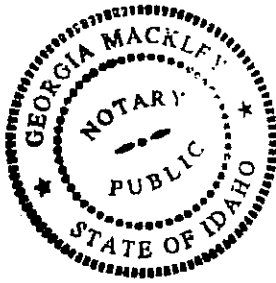


Georgia Mackley  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, Id  
My commission expires: 6/22/2002

STATE OF IDAHO )  
  :SS.  
County of Ada            )

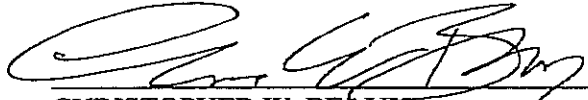
On this 16<sup>th</sup> day of February 2000, before me the undersigned, a Notary Public in and for said State, personally appeared Bert A. Bradley known or identified to me to be a Manager of CAMBRIDGE PARK L.L.C., the limited liability company that executed the within instrument, or the person who 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.



Georgia Mackley  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, Id  
My commission expires: 6/22/2000

OWNERS:

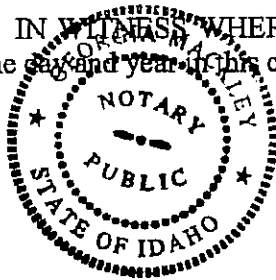
  
CHRISTOPHER W. BEAUX

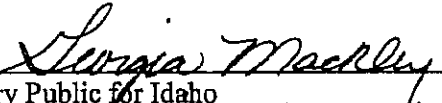
  
KIMBERLY A. BEAUX

STATE OF IDAHO )  
  : ss.  
County of Ada        )

On this 16<sup>th</sup> day of February 2000, before me, a notary public, personally appeared CHRISTOPHER W. and KIMBERLY A. BEAUX, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 16<sup>th</sup> day and year of this certificate first above written.



  
Notary Public for Idaho  
Residing at Meredian, Id  
My Commission Expires 6/22/2000

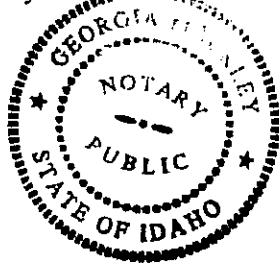
James Domeny  
JAMES DOMENY

Liesa Domeny  
LIESA DOMENY

STATE OF IDAHO )  
: ss.  
County of Ada )

On this 16<sup>th</sup> day of February 2000, before me, a notary public, personally appeared JAMES and LIESA DOMENY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.



Georgia Mackley  
Notary Public for Idaho.  
Residing at Meridian, Id  
My Commission Expires 6/22/2002

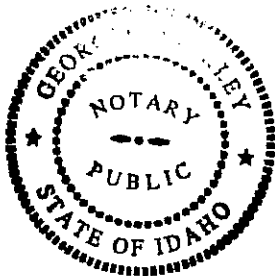
HALE DEVELOPMENT

By David Hale  
Its President

STATE OF IDAHO )  
                              : ss  
County of Ada     )

On this 16<sup>th</sup> day of February 2000, before me, a notary public, personally appeared David Hale, known or identified to me to be the President, of HALE DEVELOPMENT, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation 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.



George Mackley  
Notary Public for Idaho  
Residing at Meridian, Id  
My Commission Expires 6/22/2000

Legacy Builders, Inc.

*Grant Kolnes*

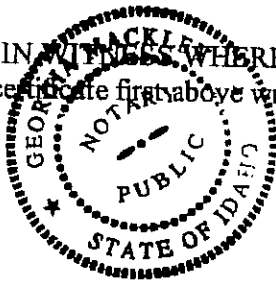
STATE OF IDAHO)

:ss.

County of Ada )

On this 16<sup>th</sup> day of February, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Grant Kolnes, known or identified to me to be the President of LEGACY BUILDERS, INC. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



*Georgia Mackley*  
NOTARY PUBLIC FOR IDAHO  
Residing at Meridian, ID  
My Commission Expires: 6/22/2000



[Signature]

BRIAN K. WHIPPLE

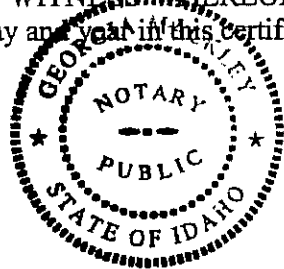
[Signature]

KATHY WHIPPLE

STATE OF IDAHO )  
: ss.  
County of Ada )

On this 16<sup>th</sup> day of February, 2000, before me, a notary public, personally appeared BRIAN K WHIPPLE and KATHY WHIPPLE, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.



[Signature]  
Notary Public for Idaho  
Residing at Mendocino, Id  
My Commission Expires 6/22/2000

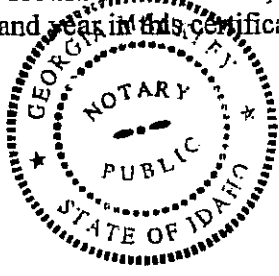
WOOLSTON CONSTRUCTION, INC.

By *George Woolston*  
Its *Pres.*

STATE OF IDAHO )  
  : SS  
County of Ada        )

On this 16<sup>th</sup> day of February 2000, before me, a notary public, personally appeared George Woolston, known or identified to me to be the President, of Woolston Construction, Inc., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation 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.



*Georgia Mackley*  
Notary Public for Idaho  
Residing at *Mendonia Va*  
My Commission Expires *6/22/2000*

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
10/26/2000

RECORDED - REQUEST OF  
*Cambridge Dept*  
FEE 3900 DEPUTY *Hooper*

2000 FEB 17 PM 2:45

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17 PM 2:46

**This sheet has been added to the document  
to accommodate recording information.**