

ADA COUNTY RECORDER
J. DAVID NAVARRO
HOISE, IDAHO

RECORDED - REQUEST OF
Cambridge Peak
FEE 3900 DEPUTY *J. Cooper*

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

**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

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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

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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.

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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

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

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 DATED this 16th day of February 2000. and effect with no other change or

modifications.

DECLARANT:

CAMBRIDGE PARK L.L.C.

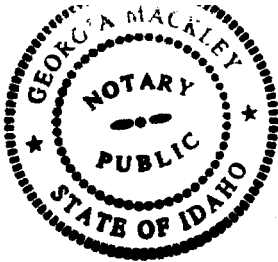
Duane Stuckle
Duane Stuckle

Bert A. Bradley
Bert A. Bradley

STATE OF IDAHO)

County of Ada) :ss.

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



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

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

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