

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND NOTICE OF ANNEXATION OF
CANTERBURY SUBDIVISION NO.2

This Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation 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 is the owner of that certain real property located in Ada County, Idaho, described as Canterbury Subdivision No. 2 according to the official plat thereof recorded as Instrument No. _____ in Book 74 of Plats at pages 7616, 7617, and 7618, 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 said Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions of Canterbury Subdivision No. 1, recorded on _____ as Instrument No. _____ records of Ada County, Idaho (hereinafter the "Amendment"); and

WHEREAS the Declaration and the Amendment shall hereinafter be referred to as the "Original Covenants."

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NOW, THEREFORE, pursuant to Article XIII of the Original Covenants, Declarant hereby declares 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 solely 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 12, Block 1, Lot 13, Block 3, and Lot 6, Block 5, Canterbury Subdivision No. 2, according to the official plat thereof recorded as Instrument No. ____ in Book 74 of Plats at pages 76 16-7618, records of Ada County, Idaho.

3. Article VIII, Section 1, 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 2400 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 home be erected, placed or permitted to remain on any Lot. Relocated homes may be placed on a lot

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only under such conditions as may be approved by the Architectural

Control Committee.

4. Article V, Section 3, shall be and **is hereby amended so as to include**

within the provisions thereof an additional 20 foot wide drainage easement located 10 feet on either side of the common interior lot line between Lots 11 and 12, Block 3, Canterbury Subdivision No. 2, according to the official plat thereof, recorded in Book 74 of Plats at pages 7616-7618, records of Ada County, **Idaho.**

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

DATED this _____ day of March, 1998.

DECLARANT:

CAMBRIDGE PARK L.L.C.

Andrew Byron

Dennis Whitmore

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