

CANTERBURY COMMONS SUBDIVISION NO. 1

A PARCEL LOCATED IN THE SW $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO. 2013

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS CANTERBURY COMMONS SUBDIVISION NO. 1;

A PARCEL LOCATED IN THE SW ¼ OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SW ¼, FROM WHICH A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SW ¼ BEARS S 0°51'57" W A DISTANCE OF 2464 33 EFF.

THENCE 5 89°11'20" E ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ A DISTANCE OF 496.21 FEET TO A 5/8 INCH DIAMETER IRON PIN:

THENCE LEAVING SAID NORTHERLY BOUNDARY S 0'51'34" W A DISTANCE OF 32.00 FEET TO A 5/8 INCH DIAMETER IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY OF W. PINE AVE. AND THE **POINT OF BEGINNING**;

THENCE S. 89"11"20" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 436.57 FEET TO A 5/8 INCH. DIAMETER IRON PIN:

Thence N $0^{\circ}49^{\circ}25^{\circ}$ e a distance of 32.00 feet to a 5/8 inch diameter iron pin on the northerly boundary of said SW $\frac{1}{4}$;

THENCE S 89"11"20" E ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 548.01 FEET TO A 5/8 INCH DIAMETER IRON PIN:

THENCE LEAVING SAID NORTHERLY BOUNDARY S 0"10"53" W A DISTANCE OF 144.01 FEET TO A 5/8 INCH

THENCE S 25"12'42" W A DISTANCE OF 52.70 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 0°06'21" E A DISTANCE OF 249.92 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 41°19'20" E A DISTANCE OF 305.46 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 88°28'15" E A DISTANCE OF 8.93 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 0°49'43" W A DISTANCE OF 94.01 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 4"11"25" W A DISTANCE OF 48.05.00 FEET TO 5/8 INCH DIAMETER IRON PIN;

THENCE S 1'31'45' W. A DISTANCE OF 110.00 FEET TO A 5/8 INCH DIAMETER IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;

THENCE N 88'28'15' W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 236.62 FEET TO A POINT ON THE CENTERLINE OF THE TEN MILE STUB DRAIN;

THENCE N 2°55'40" E ALONG SAID CENTERLINE A DISTANCE OF 47.88 FEET TO A POINT;

THENCE CONTINUING ALONG SAID CENTERLINE N 20°46'20" W A DISTANCE OF 98.82 FEET TO A POINT;

THENCE CONTINUING ALONG SAID CENTERLINE N 4 I 119'20" W AND ALONG THE EASTERLY BOUNDARY AND THE PROLONGATION THEREOF OF THE COURTYWADS AT TEM MILE SUBDIVISION AS SHOWN IN BOOK 89 OF PLATS ON PAGE 10414, RECORDS OF ADA COUNTY, IDAHO, A DISTANCE OF 515.84 FEET TO A POINT?

THENCE N 59°27'20" W ALONG SAID CENTERLINE AND EASTERLY BOUNDARY A DISTANCE OF 645.83 FEET TO A 5/8 INCH DIAMETER IRON PIN:

THENCE LEAVING SAID CENTERLINE N 0'51'34" E ALONG SAID EASTERLY BOUNDARY AND THE PROLONGATION THEREOF A DISTANCE OF 42.94 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 10.39 ACRES

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF MERIDIAN. THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENT.

HEARTLAND, HOMES, LLC

OHN A. DAUDE, SR., MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO S.S.

ON THIS

ON THIS

ON THIS

ON THIS

ON THE PERSONALLY APPEARED JOHN A. LAUDE, SR., KNOWN OR IDENTIFIED TO ME TO BE A MANAGER OF HEARTLAND HOMES, LLC., AN IDAHO LIMITED LIABILITY COMPANY, THAT EXECUTED THE FOREGOING CERTIFICATE OF O'WNERS' OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE

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

MY COMMISSION EXPIRES 8/31/2013

DAVID LA PROPERTIES DE IDAMO

Boise Idaho

NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W, HANSEN, DO HERBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN





MERIDIAN, ID 83642 (208) 288-2040 fax (208) 288-2557 www.landsolutions.biz info@landsolutions.biz

CANTERBURY COMMONS SUBDIVISION NO. 1

A PARCEL LOCATED IN THE SW 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO. 2013

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE. TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



DISTRICT HEALTH DEPARTMENT, EHS

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 18 DAY OF JUNE 2013, THIS PLAT WAS DULY ACCEPTED AND APPROVED.





APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT

CITY ENGINEER ~ MERIDIAN IDAHO

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE DAY OF DAY OF



CHAIRMAN, ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF THE COUNTY SURVEYOR

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



PL5 5359

10-21-2013

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE Out 12 2013



CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO COUNTY OF ADA

INSTRUMENT NO. 113117 699

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF

LAND SOLUTIONS, P.C., AT $\frac{1}{2}$ MINUTES PAST $\frac{1}{2}$ O'CLOCK $\frac{1}{2}$.M. ON THIS 2 DAY OF OCTOBER 2013 IN BOOK 1000F PLATS AT PAGES 14517-14519

CLINTON W. HANSEN

Mistogher D. Ricu EX-OFFICIO RECORDER



JOB NO. 11-85

SHEET 3 OF 3



AFFIDAVIT AUTHURIZING CURRECTION TO PLAT OF CANTERBURY COMMONS SUBDIVISION NO. 1

STATE OF IDAHO) SS COUNTY OF ADA)

I, Clinton W. Hansen, a Professional Land Surveyor licensed by the State of Idaho, do hereby certify that the plat of Canterbury Commons Subdivision No. 1, recorded in the office of the Ada County Recorder on October 22, 2013, in Book 106 of Plats at Pages 14517 thru 14519, Instrument No. 113117699, was prepared by me. Since the date of recording, an application has been submitted to, and approved by, the City of Meridian to allow Lot 2 of Block 1 access from the common driveway constructed on the south boundary and eliminate the lot from having direct access from N. Clara Ave. The City of Meridian Staff Report regarding the application and approval is attached for reference as Exhibit A.

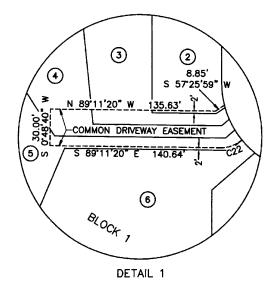
This affidavit is for the purpose of authorizing the Ada County Recorder to modify the plat on file and to make notations on said plat as a result of this approval and modification.

NARRATIVE:

<u>Item No. 1</u> – Note #18 shall remove reference to Lot 2 and shall be corrected to read, "Lots 7, 8, and 13 of Block 1 shall take direct access from W. Jayton Dr. and not from the common lot drives.

<u>Item No. 2</u> – Note #19 shall make reference to Lot 2 and shall be corrected to read, "Lots 2 thru 5 and 9 thru 12 of Block 1 are subject to an easement for common driveways as shown. All common driveways shall be constructed in accordance with UDC 11-6C-3D, and be paved a minimum of 20 feet wide with a surface capable of supporting 75,000 lbs. All properties that abut a common driveway shall take access from the common driveways.

<u>Item No. 3</u> – Detail 1 as shown on the plat, which delineates the common drive easement for Lots 2 thru 5 shall be corrected to show the following detail:



<u>Item No. 4</u> – The line and curve table shown on the plat shall be corrected to remove line No.s L39 and L40, and curve no. C21.



Clinton W. Hansen, PLS Idaho Certificate No. 11118

STATE OF IDAHO) SS COUNTY OF ADA)

On this 16 day of October, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Clinton W. Hansen, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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 Ada County

My commission Expires:

Job No 11-85 Page 2 of 2

EXHIBITA

STAFF REPORT

Hearing Date:

September 16, 2014

TO:

Mayor and City Council

FROM:

Bill Parsons, Associate City Planner

(208) 884-5533

SUBJECT:

MFP-14-002 - Canterbury Commons No. 1

I. APPLICATION SUMMARY

The applicant, Northside Management, has requested approval of a modification to the Canterbury Commons No. 1 final plat to allow the future home constructed on Lot 2, Block 1 to take access from the common drive constructed adjacent to the south boundary.

II. STAFF RECOMMENDATION

Staff recommends approval of the subject application subject to the modifications listed in Exhibit A.3.

III. PROPOSED MOTION

Approval

After considering all Staff, Applicant, and public testimony, I move to approve File Number MFP-14-002, as presented during the hearing on September 16, 2014.

Denial

After considering all Staff, Applicant, and public testimony, I move to deny File Number MFP-14-002, as presented in the staff report for the hearing date of September 16, 2014, for the following reasons: (You should state specific reasons for denial.)

Continuance

After considering all Staff, Applicant, and public testimony, I move to continue File Number MFP-14-002 to the hearing date of (insert continued hearing date here) for the following reason(s): (you should state specific reason(s) for continuance)

IV.APPLICATION AND PROPERTY FACTS

A. Site Address/Location:

The subject property (Lot 2, Block 1) is located on the south side of W. Pine Avenue, east of N. Ten Mile Road in the southwest ¼ of Section 11, Township 3 North, Range 1 West.

B. Applicant/Representative:

Scott Noriyuki, Northside Management 6810 Fairhill Place Boise, ID 83714

C. Owner:

CBH Homes 1977 E. Overland Road Meridian, ID 83642

D. Applicant's Statement/Justification: Please see applicant's narrative for this information.

V. PROCESS FACTS

The subject application is for a modification to the final plat. By reason of the provisions of the Canterbury Commons No. 1 - MFP-14-002 - 1 -

Meridian City Code Title 11, Chapter 5, the City Council is the decision making body on this matter. A public meeting is required to be held for this type of application.

VL LAND USE

- A. Existing Land Use(s): The subject property is vacant property developed as a single-family residential subdivision.
- B. Character of Surrounding Area and Adjacent Land Use and Zoning: This area is predominantly developed with a mix of single family and multi-family homes.
- C. History of Previous Actions: On June 4, 2013, the property received final plat approval (FP-13-024) to development 47 single family lots and 8 common lots on 10.39 acres.

VII. STAFF ANALYSIS

The applicant requests approval to modify the Canterbury Commons No. 1 final plat to allow Lot 2, Block 1 to access the common driveway constructed on the south boundary. The modification is requested to eliminate the lot from having direct lot access so close to the N. Clara/Pine intersection thereby providing a safer access to N. Clara Avenue. The UDC allows up to six (6) lots to take access from a common drive. Staff finds including the subject lot to take access from the common driveway (four (4) in total) is consistent with the common drive standards set forth in UDC 11-6C-3D.

In order to proceed with the modification as proposed by the applicant, the plat notes and common driveway easement in detail 1 must be modified as follows:

- Note #18 Currently, this plat note requires Lot 2, Block 1 take access from N. Clara Avenue.
 This lot needs to remove from the plat note;
- 2) Note #19 Lot 2, Block 1 is not listed as one of the lots required to take access from the common driveway. The applicant must include this lot as part of this note; and
- 3) Detail 1 Currently, the platted common driveway easement is not contiguous with the south boundary of Lot 2, Block 1(2 feet from the boundary). Per plat note #19, all lots that abut a common driveway shall take access from the common driveway. Since the easement is 2 feet from the southern boundary of the lot, the applicant must modify the common driveway easement ensuring Lot 2, Block 1 is contiguous to the easement and has access to the common driveway (see Exhibit A.2).

Staff recommends the proposed MFP be approved with the modifications in Exhibit A.3.

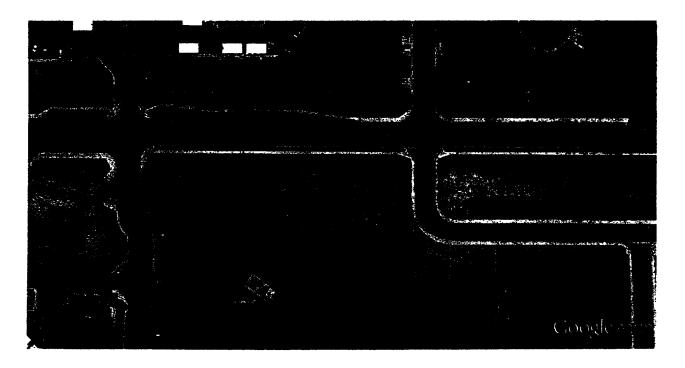
VIII. EXHIBITS

A. Drawings

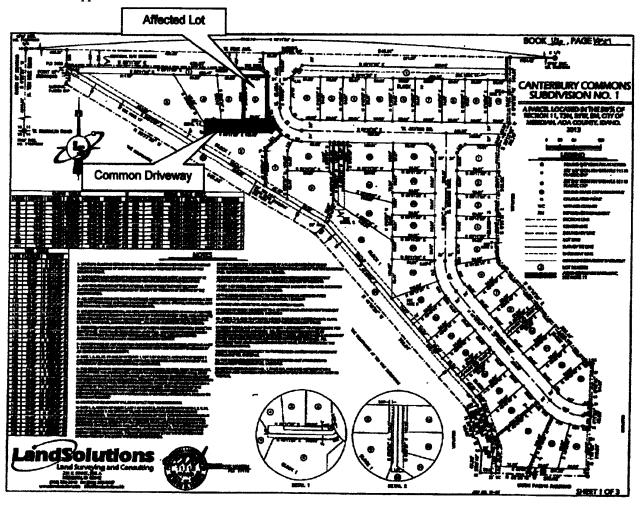
- 1. Vicinity Map
- 2. Approved Final Plat
- 3. Modifications to the Final Plat

A. Drawings

1. Vicinity Map

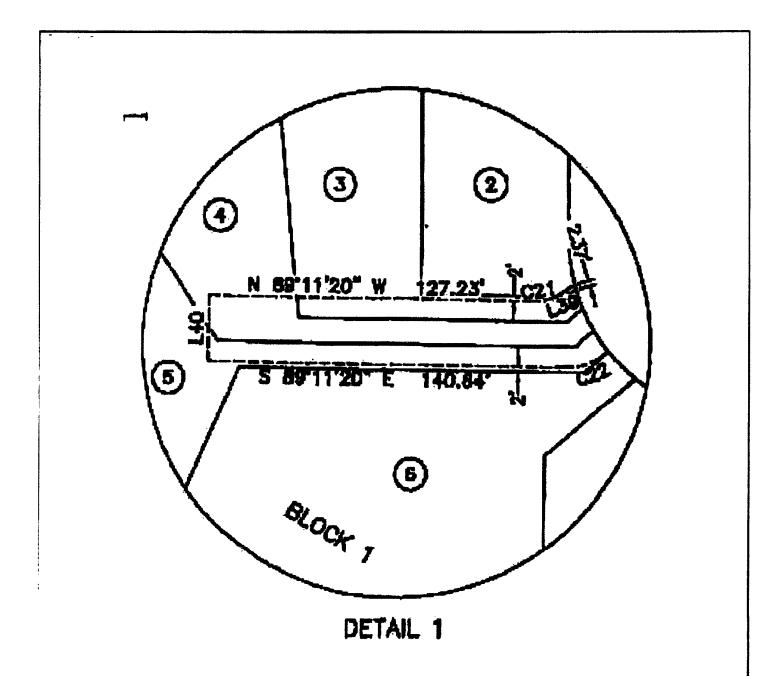


2. Approved Final Plat



18-LOTS 2, 7, 8, AND 13 OF BLOCK I SHALL TAKE DIRECT ACCESS FROM N. CLARA AVE. AND W. JAYTON DR. AND NOT FROM THE COMMON LOT DRIVES.

19-LOTS 3 THRU 5 AND 9 THRU 12 OF BLOCK I ARE SUBJECT TO AN EASEMENT FOR COMMON DRIVEWAYS AS SHOWN. ALL COMMON DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH UDC 11-6G3D, AND BE PAVED A MINIMUM OF 20 FEET WIDE WITH A SURFACE CAPABLE OF SUPPORTING 75,000 LBS. ALL. PROPERTIES THAT ABUT A COMMON DRIVEWAY SHALL TAKE ACCESS FROM THE COMMON DRIVEWAYS.



- 5 -

3. Modifications to the Final Plat

The Canterbury Commons No. 1 final plat shall be modified as follows:

- Note #18 Lots ≥ 7, 8 and 13 of Block 1 shall take direct access from N. Clare Avenue and W. Jayton Drive and not from the common drive.
- 2. Note #19 Lots <u>3 2</u> thru 5 and 9 thru 12 of Block 1 are subject to an easement for common driveways as shown. All common driveway shall be constructed in accordance with UDC 11-6C-D, and be paved a minimum of 20 feet wide with a surface capable of supporting 75,000 lbs. All properties that abut a common driveway shall take access from the common driveways.
- 3. Modify detail 1 /plat Modify the common driveway easement so Lot 2, Block 1 is contiguous to the easement and has access to the common driveway.

DEPUTY Bonnie Oberbillig

Simplifile Electronic Recording RECORDED-REQUEST OF TITLEONE BOISE



ACCOMMODATION RECORDING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANTERBURY COMMONS SUBDIVISION

(Replacing In Its Entirety Ada County, Idaho Instrument No. 822230)

January <u>29</u>, 2014

NOTICE

THE FOLLOWING IS A <u>VERY</u> IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF PROPERTY WITHIN THE CANTERBURY COMMONS SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANTERBURY COMMONS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Canterbury Commons Subdivision (this "Declaration") is made effective this 29 day of January, 2014, by Heartland Homes, LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSE

Section 1. Property Covered. The initial property subject to this Declaration is legally described on the attached Exhibit A, which is made a part hereof ("Property"). The Property is phase 1 of the entire Canterbury Commons Subdivision as described on the attached Exhibit B, which is made a part hereof ("Canterbury Commons Subdivision"). It is currently anticipated that the remainder of the Canterbury Commons Subdivision shall be platted, annexed into the Property and made subject to this Declaration. Each Owner, as hereinafter defined, covenants and agrees that 1) the remainder of the Canterbury Commons Subdivision can be platted, annexed into the Property and made subject to this Declaration, and 2) he/she/they shall not contest any such platting, annexation and/or subjection to this Declaration.

This Declaration is for the benefit of the Declarant, the Association and all Owners of any portion of the Property.

Section 2. Purpose of Declaration. The purpose of this Declaration is to set forth the basic Restrictions, as that term is hereafter defined, that will apply to the Property, and use of any and all portions thereof. The Restrictions contained herein are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

Section 3. Replacement of Ada County, Idaho Instrument Number 822230. Declarant is the owner of the entire Canterbury Commons Subdivision. The Canterbury Commons Subdivision encompasses that certain real property legally described in those certain Restrictive Covenants recorded in the records of Ada County, Idaho, as Instrument Number 822230 ("Prior Restrictive Covenants"). This Declaration amends, restates, supercedes and replaces in its entirety the Prior Restrictive Covenants, including, without limitation, all covenants, conditions and/or restrictions contained therein. Accordingly, as of the recording date of this Declaration, the Prior Restrictive Covenants are no longer in force or effect.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, and each Lot, Dwelling Unit, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof.

ARTICLE III: DEFINITIONS

Section 1. "Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.

- <u>Section 2.</u> "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.
- <u>Section 3</u>. "Association" shall mean the Canterbury Commons Homeowners' Association, Inc., its successors and/or assigns.
 - Section 4. "Board" shall mean the Board of Directors of the Association.
- Section 5. "Common Driveways" shall mean those common driveways as shown on the Plat for the following Lots:
 - a) Common driveway for Lots 3, 4 and 5, Block 1; and
 - b) Common driveway for Lots 9, 10, 11 and 12, Block 1.

Each of the individual Common Driveways referenced above may be referred to herein as a "Common Driveway". As used herein, the definition of Common Driveways and/or Common Driveway shall include all Improvements thereto, including, without limitation, the driveway surface, curbs, gutters, sidewalks, if any, drainage facilities, if any, and any and all appurtenant improvements located thereon such as street lights, street signs and landscaping.

- <u>Section 6.</u> "Common Lots" shall mean all real property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached <u>Exhibit C</u>, which is made a part hereof.
- <u>Section 7</u>. "Declarant" shall mean Heartland Homes, LLC, an Idaho limited liability company, or its permitted assigns.
- <u>Section 8.</u> "Dwelling Unit" shall mean single family, detached residential houses to be constructed on each Lot.
- Section 9. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, landscaping, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, walls, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, utility improvements, dog runs and/or kennels, play equipment, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and/or all later additions and/or alterations.
- Section 10. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with maintenance, repairs, replacements and/or corrective action performed pursuant to the provisions of this Declaration or any supplemental declaration, including, without limitation, 1) damage to the Common Lots, 2) failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair and/or 3) maintenance, repairs and/or replacements associated with the Common Driveways.
- Section 11. "Lot" shall mean any lot shown on the Plat with the exception of the Common

 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 2

Lots.

- <u>Section 12.</u> "Member" shall mean each Person holding a membership in the Association, including Declarant.
- <u>Section 13.</u> "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.
- Section 14. "Owner" shall mean the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.
- Section 15. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.
- Section 16. "Plat" shall mean the Canterbury Commons Subdivision No. 1 final plat filed in Book 106 of Plats at Pages 14517 through 14519, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit D, and made a part hereof.
- Section 17. "Pressurized Irrigation System" shall mean that certain non-potable water irrigation delivery system further described in <u>Article V</u>.
- <u>Section 18.</u> "Property" shall mean that certain real property legally described on the attached <u>Exhibit A</u>, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.
- Section 19. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.
- Section 20. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.
- Section 21. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments paid to the Association pursuant to the provisions of this Declaration or any supplemental declaration.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot shall be used for detached single family residential purposes only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the

management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

No shack, tent, trailer house, basement only, split entry, manufactured, mobile or pre-built homes shall be allowed. No Dwelling Units shall be more than two stories above ground.

- Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):
- (a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;
- (b) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot; and
- (c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

Subject to <u>Section 15</u> below, the Common Lots cannot be mortgaged, conveyed or encumbered without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Lot is through any portion of the Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

Section 3. Common Driveways. The Association shall be responsible for the maintenance, repair and replacement of the Common Driveways. The Association shall maintain the Common Driveways in a competent and attractive manner, including the watering, mowing, fertilizing and caring for any and all landscaping thereon. The cost of any and all maintenance, repairs or replacements contemplated herein shall pass to the Owners of the Lots using such Common Driveways in the form of Limited Assessments. By way of example, if the Association repairs the Common Driveway to Lots 3, 4 and 5, Block 1, the Owners of Lots 3, 4 and 5, Block 1, shall share equally in the cost thereof, unless any Owner of any such Lot, or his/her family, agents, licensees or invitees, caused the need for such repairs, in which event such Owner shall be solely responsible for the cost of such repairs.

Nothing shall be altered or constructed in or removed from the Common Driveways except upon written consent of the Board. Parking anywhere within the Common Driveways is strictly prohibited.

As it relates to each Common Driveway, there is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of the Association and each Lot on which such Common Driveway is located, and for the use and benefit of the Owners of the Lots on which each Common

Driveway is located, and their respective family members, invitees, licensees, heirs, successors and assigns, for the purposes incidental to the use and enjoyment of such Lots, a perpetual ingress and egress easement to enter on, over, across and through the respective Common Driveways. By way of example, Declarant, the Association and the Owners of Lots 3, 4 and 5, Block 1, shall have a non-exclusive access easement on, over, across and through the Common Driveway located on Lots 3, 4 and 5, Block 1. It is expressly understood and agreed that the easements herein created shall be absolute and non-exclusive and that in all respects each Common Driveway shall be used, and available for use, by the Owners of the Lots on which such Common Driveways are located, and their respective family members, invitees and licensees, subject to the Restrictions contained in this Declaration.

Section 4. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units provided such home occupations do not increase the burdens on the streets within the Property (including increased traffic). If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the streets, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation they see fit from any portion of the Property owned by them, regardless of the impact on the streets.

Section 5. Vehicle Storage. Unenclosed areas, which include driveways and all other unenclosed areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their guests, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Dwelling Unit. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee.

The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored after three (3) days' written notice, at the risk and expense of the owner thereof.

- Section 6. <u>Compliance With Laws, Rules and Ordinances</u>. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations or ordinances.
- Section 7. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than five (5) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign they see fit on any portion of the Property owned by Declarant.
- Section 8. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Lots, whether as pets or otherwise; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise

disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 9. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Lots or Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof. No noise, obstructions to pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity thereof, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Exterior Improvements, Appearance and Emergency Maintenance. No Owner Section 10. shall install or place any item or construct any Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee. In addition, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition as determined by the Board in its reasonable judgement. In the event any Owner does not satisfy this standard, the Board and its agents or employees, may, after thirty (30) days' prior written notice to such Owner, enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Section. The cost of any such repairs and maintenance shall be treated as a Limited Assessment to such Owner. In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their guests or invitees, or an immediate risk of harm or damage to any Lot, Dwelling Unit or any other part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 11. Outbuildings. All outbuildings shall be pre-approved in writing by the Architectural Committee and be constructed of quality building material, completely finished and painted

on the outside and shall be of quality and character that will be in harmony with the other buildings on the Property.

Section 12. Fences. Fences are not required. If a fence is desired, plans for such fence shall be pre-approved in writing by the Architectural Committee. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as dog eared cedar, vinyl or wrought iron. Chain link fences are prohibited. Interior fencing adjacent to any Common Lots shall allow visibility from the street or, if solid fencing is used, shall not exceed four feet (4') in height. No fence shall be higher than six feet (6') in height. Fences shall not be built closer to the front of a Lot than the corner of the Dwelling Unit on either side. The location of fences, hedges, high plantings, obstructions, or barriers shall be so situated as to not unreasonably interfere with the enjoyment and use of any other portion of the Property and shall not be allowed to constitute an undesirable, nuisance or noxious use.

Section 13. Antennae. Antennae and/or satellite or other dishes shall be placed in the back yards or mounted on the back or side of all Dwelling Units and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

<u>Section 14.</u> <u>Insurance.</u> Nothing shall be done or kept in any Dwelling Unit, Lot or Common Lots which will increase the rate of insurance on the Common Lots or any other Dwelling Unit or Lot. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and all other loss or damage.

Section 15. Drainage. Lots 1, 6 and 29, Block 1, Lot 1, Block 2 and portions of Lots 4, 5, 7, 28 and 30, Block 1 as shown on the Plat, are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, official records of Ada County, and are incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 of the Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

There shall be no interference with the established drainage pattern over any potion of these Lots, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any potion of these Lots is completed by the Declarant, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from the Common Lots over any other Lot within the Property.

The Association shall be responsible for the maintenance, repair and/or replacement of any storm water drainage systems located on the Property (other than storm water drainage systems on individual Lots). Such maintenance, repair and/or replacement shall be done in accordance with that certain Stormwater Facility Operation and Maintenance Plan for Canterbury Commons Subdivision No. 1, dated July 1, 2013, a true and correct copy of which is attached hereto as Exhibit E, and made a part hereof

("O&M Plan"). The O&M Plan shall not be revised or otherwise amended without the prior written consent of ACHD.

ACHD shall have the right to inspect any of the aforementioned storm drainage water systems and, if necessary, perform any maintenance, repairs or replacements. The cost of any such maintenance, repairs and/or replacements shall be promptly paid by the Association within thirty (30) days of receiving an invoice therefore. In the event any such cost is not timely paid by the Association, ACHD shall be entitled to enforce its collection rights pursuant to all rights and remedies afforded it pursuant to applicable law, including, without limitation, the right to place a lien on the Property until such costs are paid in full.

Each Owner, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

- <u>Section 16.</u> <u>Garages</u>. Garages shall be well constructed of good quality material and workmanship. All Dwelling Units shall have attached, enclosed garages which hold no less than two vehicles. To the extent possible, garage doors must remain closed at all times.
- Section 17. Construction Commencement, Completion and Other Activities. Each Owner of a Lot originally purchased from Declarant must commence construction of his or her Dwelling Unit and all other Lot Improvements within one year from the closing date thereof, unless otherwise agreed by Declarant. Once such construction has commenced, such Owner shall have twelve months from the commencement date in which to complete construction of the Dwelling Unit and all other Lot Improvements. In the event any Owner violates either (or both) of the construction time requirements contained herein, said Owner shall pay to Declarant a penalty of \$100/day for as long as the violation persists. This penalty is applicable to both the construction commencement and construction completion requirements. Any penalty, or penalties, shall be due and payable within thirty days of receiving an invoice therefore.
- <u>Section 18.</u> <u>Construction Equipment.</u> No construction machinery, building equipment, or material shall be stored upon any Lot until the Owner is ready and able to immediately commence construction. Such machinery, equipment and materials must be kept within the boundaries of the Lot.
- Section 19. Damage to Improvements. It shall be the responsibility of an Owner to leave street curbs, sidewalks, fences, utility facilities, tiled irrigation lines, if any, and any other existing Improvements free of damage and in good and sound condition during any construction period. It shall be conclusively presumed that all such Improvements are in good sound condition at the time building has begun on each Lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice is addressed to a member of the Architectural Committee.
- <u>Section 20.</u> <u>Garbage Pick-Up.</u> Garbage and recycle containers shall be placed on the appropriate sidewalks or driveways only on garbage and recycle collection days, and such containers must be removed no later than 8:00pm that evening.

<u>Section 21.</u> <u>No Further Subdivision.</u> No Lot may be further subdivided; provided, however, that this Section is not applicable to Declarant who may further subdivide any Lot owned by them.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM

Non-potable (non-drinkable) irrigation water will be supplied to the Property by the Nampa Meridian Irrigation District ("District") utilizing a pressurized irrigation system which may include main lines, pumps, sprinkling clocks, service lines, values, and other facilities located on or near the Property ("Pressurized Irrigation System"). The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Lots and Lots. By accepting a deed to any portion of the Property, each Owner hereby agrees to pay its proportionate share of Association Assessments and District assessments associated with the operation and maintenance of the Pressurized Irrigation System. In addition, each Owner covenants and agrees to hold the Association and Declarant harmless from any and all liability for damages or injuries to their children, guests, agents, or invitees caused by the Pressurized Irrigation System.

ARTICLE VI: INSURANCE

- <u>Section 1</u>. <u>Insurance</u>. The Association may obtain insurance from insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Association deems necessary or advisable, which shall include, without limitation, the following policies to the extent its is possible for the Association to obtain the same:
- (a) Fire insurance including those risks embraced by coverage of the type known as the broad form or "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and other property located within the Common Lots;
- (b) Comprehensive general liability insurance insuring the Association and its agents and employees, invitees and guests against any liability incident to the ownership, management, maintenance and/or use of the Common Lots;
- (c) Such other insurance to the extent necessary to comply with all applicable laws and such indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.
- <u>Section 2</u>. <u>Premiums Included in Assessments</u>. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

<u>Section 1.</u> <u>Membership</u>. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

<u>Class A.</u> Class A Members shall be all Owners 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 (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VIII: COVENANT FOR MAINTENANCE ASSESSMENTS

- Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot and Dwelling Unit shall pay a one-time "start-up" assessment for use by the Association. This one-time start-up assessment shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. All Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. Declarant has no obligation to pay Assessments.
- <u>Section 2</u>. <u>Purposes of Assessments</u>. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for any construction, maintenance, and operation of the Common Lots and Common Driveways.
- Section 3. <u>Uniform Rate of Assessment</u>. Regular and Special Assessments must be fixed at a uniform rate for all Lots.
- Section 4. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. 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 specific 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.
- Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$50.00 shall be added to and charged on each Assessment which is not paid within this payment period.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Lots or abandonment of his or her Lot.

Section 6. 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.

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

- Section 1. Authority of Board. The Board, for the benefit of the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles and by-laws, shall have all powers and authority permitted to the Board under the Association's articles of incorporation and by-laws and this Declaration, and shall acquire and shall pay for, out of a common expense fund to be established by the Board, all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:
- (a) Operation, maintenance and management of the Common Lots, including repair and replacement of property damaged or destroyed by casualty loss.
 - (b) Maintenance, repairs and replacements for the Common Driveways.
- (c) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Lots and Pressurized Irrigation System. The Board may arrange for special metering of utilities as appropriate.
 - (d) Maintenance and repair of storm drainage systems as described herein.
- (e) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the by-laws or this Declaration. Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit and personal property.
- (f) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.
- (g) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.
- (h) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.

(i) The Board shall not incur any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Lots and Common Driveways, and to perform any other right, duty or obligation of the Board or Association.

- <u>Section 2</u>. <u>Easement</u>. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.
- Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles of incorporation or by-laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term, or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.
- Section 4. <u>Limitation of Liability</u>. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.
- Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant.

ARTICLE X: ARCHITECTURAL COMMITTEE

- Section 1. Charter of Architectural Committee. The Association or Declarant is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements. Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval. This Article does not apply to the Declarant.
- Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.
- Review of Proposed Improvements. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional assessment for the cost of maintenance and the payment of an architectural review processing fee. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.
- <u>Section 4.</u> <u>Inspection of Approved Improvements</u>. Inspection of work and correction of defects therein shall proceed as follows:
- (a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.
- (b) Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing

of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

- (c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.
- <u>Section 5</u>. <u>Review of Unauthorized Improvements</u>. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:
- (a) The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.
- (b) If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.
- (c) If the Owner has not remedied such noncompliance within a period of not more than forty-five (45) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

ARTICLE XI: GENERAL PROVISIONS

- Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce any term 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 terms 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. Term and Amendment. The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.
- Section 4. Annexation. As described in Article I, Section 1, additional real property consisting of the remainder of the Canterbury Commons Subdivision may be annexed into the Property. These future annexations will be accomplished by Declarant at its sole and absolute discretion without any Association, Owner or Class A Member consent. In addition, additional

residential property not currently anticipated to be a part of the Canterbury Commons Subdivision may be annexed into the Property by Declarant or with the consent of two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest. Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.

Section 6. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

Section 7. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 8. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by regular mail. If delivery is made personally, the notice shall be deemed properly delivered immediately upon delivery. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known address on the Association's records or to the address of the Owner's Lot if no other address for notices has been given in writing by such Owner. Such address may be changed from time to time by notice in writing given in compliance with the foregoing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands this $\frac{20}{100}$ day of January, 2014.

Declarant:

Heartland Homes, LLC,

an Idaho limited liability company

By:

John A. Laude, Sr. Manager

STATE OF IDAHO)
) ss
County of Ada)

On this 19 day of January, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared John A. Laude, Sr., known or identified to me to be a Manager of Heartland Homes, LLC, 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 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: 30, 4e

My commission expires: 9/6/2019

EXHIBIT ALEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 32, Block 1; Lots 1 through 10, Block 2; Lots 1 through 13, Block 3 of the Canterbury Commons Subdivision No. 1, according to the official plat thereof, filed in Book 106 of Plats at Pages 14517 through 14519, Records of Ada County, Idaho.

EXHIBIT BDESCRIPTION OF CANTERBURY COMMONS SUBDIVISION

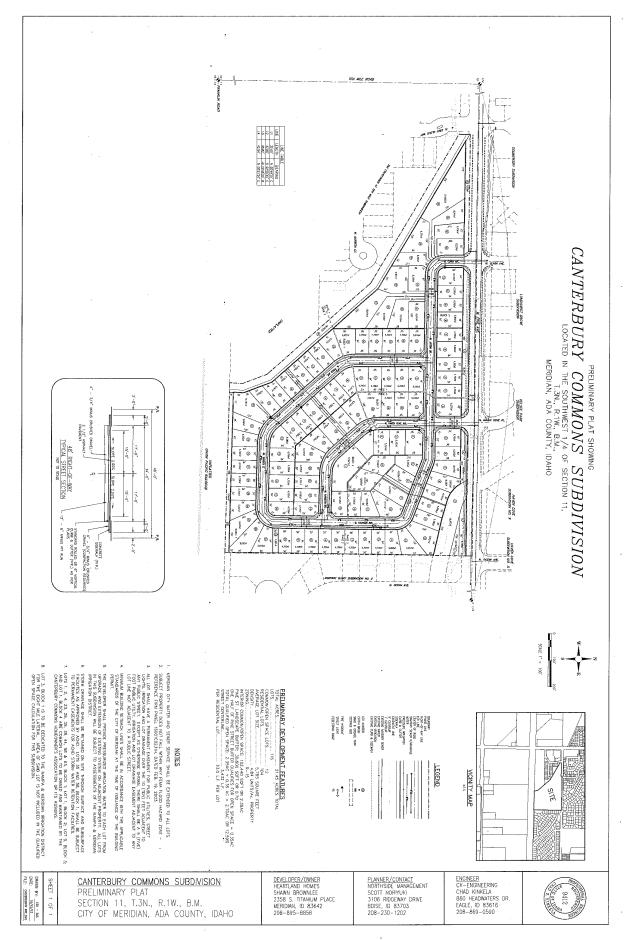
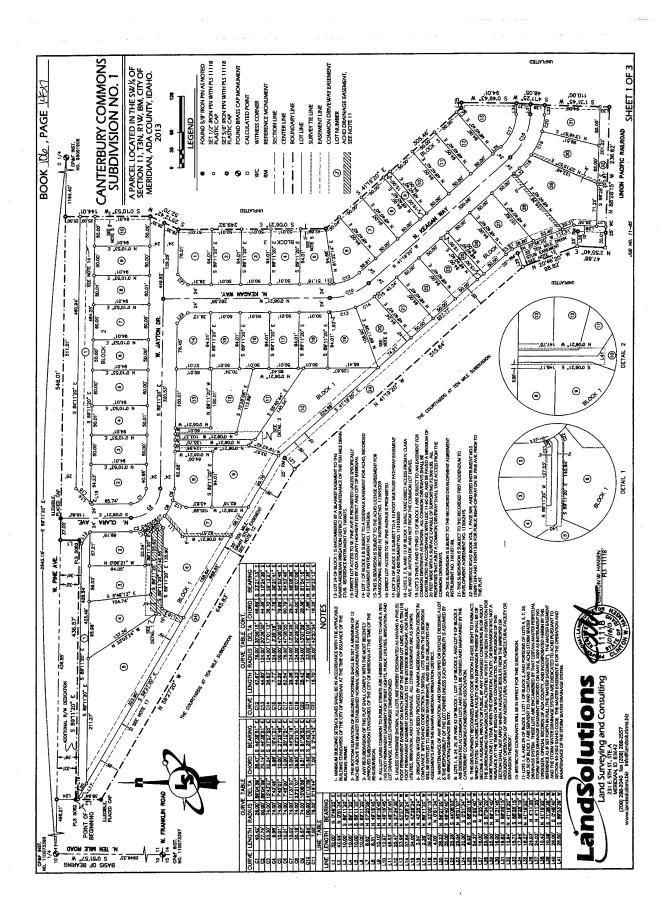


EXHIBIT CLEGAL DESCRIPTION OF COMMON LOTS

Lots 1, 6, 24, 25, 29 and 32, Block 1; Lot 1, Block 2; and Lot 9, Block 3 of the Canterbury Commons Subdivision No. 1, according to the official plat thereof, filed in Book 106 of Plats at Pages14517 through 14519, Records of Ada County, Idaho.

EXHIBIT DCANTERBURY COMMONS SUBDIVISION NO. 1 FINAL PLAT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 20



CANTERBURY COMMONS SUBDIVISION NO.

BOOK 1個, PAGE 由的

A PARCEL LOCATED IN THE SW 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE I WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO.

CERTIFICATE OF OWNERS

KNOW ALL MAY WITHER PRESENTS. THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ANX COLUPTY, DAVED AND THIS UP TO INCLUDE THE POLLOWING DESCRIBED REPORT IN THIS CARTERIZEN COMINGOS SUBDIVISION NO. 15.

A PARCEL LOCATED IN THE SW ¼ OF SECTION 11, TOWNISHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COLNITY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SW 16, FROM WHICH A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SW 14 BEARS S 0'51'ST' WA A DISTANCE OF

THENCE S 89'11'20" E ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ A DISTANCE OF 496.21 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE LEAVING SAID NORTHERLY BOUNDARY 5 0°51'34" W. A DISTANCE OF 32.00 FEET TO A 5/8 INCH DIAMETER IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY OF W. PINE AVE. AND THE POINT OF BEGINNING. THENCE S. 89'11'20" E ALONG SAID SOUTHERLY RIGHT-OFWAY A DISTANCE OF 436.57 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE N 0'49'25" E A DISTANCE OF 32.00 FEET TO A 5/8 INCH DIAMETER IRON PIN ON THE NORTHERLY SOUNDARY OF SAID SW '4;

THENCE S 89°11'20" E ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 548.01 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE LEAVING SAID NORTHERLY BOUNDARY S 0°1053" W A DISTANCE OF 144.01 FEET TO A 5/8 INCH DIAMETER ROON PIN:

THENCE S 25'12'42" W. A DISTANCE OF 52.70 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 41'19'20" E A DISTANCE OF 305.46 FEET TO A 5/8 INCH DIAMETER IRON PIN; THENCE S 0'06'21" E A DISTANCE OF 249.92 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCES 0"49"43" W. A. DISTANCE OF 94.01 FEET TO A 5/8 INCH DIAMETER IRON PIN; THENCE S 88'28'15' E A DISTANCE OF 8.93 FEET TO A 5/8 INCH DIAMETER IRON PIN;

THENCE S 4'11'25" W.A. DISTANCE OF 48.05.00 FEET TO 5/8 INCH DIAMETER IRON PIN;

THENCE S 1'31'45' W. A. DISTANCE OF 110.00, FEET TO A. 5/8 INCH DIAMETER IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;

THENCE N 88'28'15 W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 236.62 FEET TO A POINT ON THE CENTERLINE OF THE TEN MILE STUB DRAIN;

THENCE CONTINUING ALONG SAID CENTERLINE N 20'46'20" W. A DISTANCE OF 98.82 FEET TO A POINT; THENCE N 2'55'40' E ALONG SAID CENTERLINE A DISTANCE OF 47.88 FEET TO A POINT;

THE CONTINUING ALONG S.DI CARTBEILRE N.H.1'1927 W. AND ALONG THE EASTERLY BOUNDARY AND THE PROLOMOSTRON THE COUNTY AND ALONG THE COUNTY OF PLATS ON PAGE 10414, RECORDS OF ADA COUNTY, DAHO, A DISTANCE OF SISSHEET TO A POINT.

THÈNCE N 59-27.20° W ALONG SAID CENTERLINE AND EASTERLY BOUNDARY A DISTANCE OF 645.83 FEET TO A SYBINCH DIAMÉTER IRON PIN.

THENCE LEAVING SAID CENTERLINE N 0'51'34" E ALONG SAID EASTERLY BOUNDARY AND THE PROLONGATION THEREOF A DISTANCE OF 42.94 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 10.39 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF MERIDIAN. THE CITY OF MERIDIAN, THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLICSTREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PABLIC UPILITY, IRRIGATION AND DEMONSTRATED THE PUBLIC LIBRIC MENDER CONTINUE THE MENT FOR ACCESS TO, AND DESCRIMENTS ON THE EXEMPTION THE MENT OF ACCESS TO, AND DESCRIMENTS THE MENT FOR ACCESS TO, AND DESCRIMENTS THE MENT OF THE DESCRIMENTS HEREBY RESERVED FOR PUBLIC UTILITIES, DANAINGER AND FOR ANY OTHER DESCRIPTION THE DEMONSTRATE OF AND ACCESS AND TO SEE ACCESS.

N WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS THE DAY OF THAT SOLS

HIN A DAUDE, SR., MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO S.S.

ONTHE 44 YOU OF 174 AND THE UNDERSONED, A NOTARY PUBLIC NAND FOR EXECUTE THE OWNER PUBLIC NAND FOR EXECUTED AND THE WANGER OF THE PROGRAM THE PROGRAM

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



Idaho RESIDING AT

8/31/2013

MY COMMISSION EXPIRES

CERTIFICATE OF SURVEYOR

I, CLINTON W, HANSEN, DO HEREBY CERTIPY THAT I AM A REGISTERED PROFESSIONAL LAND SURVETOR IN THE FIFTER OF DAVID, AND THE PATA SECREBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIRED NOTES OF SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATERY PRESENTS THE POINTS ALTITED THEREOM, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO DELIFY AND SURVEYS.





MERIDIAN, ID 83642 (208) 288-2040 fax (208) 288-2557 www.landsolutions.biz info@landsolutions.biz

SHEET 2 OF 3

Page 28 of 51

CANTERBURY COMMONS SUBDIVISION NO.

BOOK 10/2, PAGE 145/19

A PARCEL LOCATED IN THE SW 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO. 2013

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY DAHO CODE, TITLE SO, CHAFTER 13, HAVE BREIN NATISHED ACCORDINGS TO THE GENORED RECKNESS OR HE ACRET LIDING THE COLONIES CONDITIONS OF ANY ANY ANY RESTRICTIONS MAY BE REAPPOSED, IN ACCORDINGE WITH SECTION SO 1326, IGAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPROVAL.



ONLY CALL REMS (28/13
DISTRICT HEALTH DEPARTMENT, ENS DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MERIDAM, ADA COJANY, JOAHO, DO HERBY CERTIFY THAT AT A REGULAR MERTING OF THE CITY COLVICIL, HALD ON THE LIP, DAY OF JANA.
2013, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



APPROVAL OF THE CITY ENGINEER

). THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.



\$ 160

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THEOLOGY. BUANALES. 2023



CERTIFICATE OF THE COUNTY SURVEYOR

1. THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, JOAHO, DO HEREBY CERTIFY THAT I HAVE CHEKED THE FATA AND THAT TO COMPLIE WITH THE STATE OF IDAHO CODE RELITING TO RAYS AND SURVEY.



10-21-2013

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAMO, FER THE REALIEMENT OF LES 59 JBG. DO HERBEY CHENTY THAT ARK AND ALL CHREBAT AND OR DELINQUENT CORONY RECORRYT VARIES FOR THE RODGETT WALLIADED IN "THIS SUBDIVISION HAVE BEEN HAD IN FALL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY JBG DAYS ONL".

DATE: 064 32, 20 13

773



CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO SS.

INSTRUMENT NO. 11517169

LUNDSOLMTONS, PR, AT I MINUTES PAST I OCICICA I M. ON
THE WILD WAY OF WHAT I ALD ME ON THAT AT PAGES [457] 4459 I HEREBY CERTIFY THAT THIS JINSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF

OMistopher D. Rich

Land Surveying and Consulting 21 E BH 51, 5TE A MERONA, 10 BS-92, (209) 288-204 fax (108) 288-254 fax andSolutions

SHEET 3 OF 3

Page 29 of 51 04/28/2017 2:19 PM

EXHIBIT ESTORMWATER FACILITY OPERATION AND MAINTENANCE PLAN FOR CANTERBURY COMMONS SUBDIVISION NO. 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 21

Stormwater Facility Operation and Maintenance Plan for

Canterbury Commons Subdivision No. 1
July 1, 2013

Prepared for:

Heartland Homes, LLC. 2358 S. Titanium Place Meridian, ID 83642 208-895-8858



Prepared by:

CK Engineering, P.C. 860 Headwater Drive Eagle, ID 83616 208-869-0590

ACHD PLANNED/DEV SVC/S

INTRODUCTION:

- A. <u>PURPOSE OF PLAN:</u> The purpose of this plan is to describe the storm drain system for Canterbury Commons Subdivision No. 1 and Canterbury Commons Subdivision No. 2 so that all parties (Home Owners Association & Ada County Highway District) have a clear understanding of this system and the maintenance responsibilities of each party. This project will be built in two phases. The first phase has been reviewed and is currently under construction.
- B. GENERAL SITE DESCRIPTION: The site is generally located in Meridian Idaho approximately 560 feet east of the intersection of N. Ten Mile Road on Pine Avenue. The project is bound on the North by Pine Avenue, the south by the Union Pacific Railroad tracks, the west by the Ten Mile Lateral Feeder Canal and the east by Morning Glory Subdivision No. 2. The overall project is 21.45 acres. As described above this project will be built in 2 phase. Canterbury Commons Subdivision No. 1 will contain 10.4 acres. Canterbury Commons Subdivision No. 2 will be the balance of the site or 11.05 acres. At final build out the project will have 104 single family residential lots and 12 common lots. All streets will be paved and have curb, gutter and sidewalks. Each lot will be provided with City Sewer and Water, pressure irrigation supply by Nampa Meridian Irrigation District and roads owned and maintained by Ada County Highway District (ACHD). Within the project there will be a 2 ponds and one seepage bed to handle all the storm water runoff. Along Pine Street Frontage there are 2 existing seepage beds and in Canterbury Commons Subdivision No. 2 Pine Street frontage will have a drainage swale between the curb and face of sidewalk. In Canterbury Commons Subdivision No. 12 of the ponds are currently being constructed.
- C. <u>SITE MAP</u>: Please see sheet C1.0. This is the cover sheet for the construction documents. On this sheet there is a vicinity map with the required information.

DETAILED FACILITY DESCRIPTION:

A. <u>DISCUSSION OF HOW FACILTY IS SUPPOSE TO WORK:</u> (Ponds and Forebay Storm Drain System) Storm water is collected in the rolled curb and gutter and directed to low points in the roadway. At these low points are catch basins. These catch basin were designed to have a one foot sump. This sump is intended to catch gravels and heavy sediments. These catch basins are then pipe to a sand and grease trap. Typically these sand and grease traps are installed behind the sidewalk near the drainage ponds. The intent behind the sand and grease traps is to contain oils, greases and smaller sediments carried by the storm water. One pipe from the catch basins comes into the sand and grease trap. 2 pipes leave the sand and grease trap. The intent behind the two pipes is to treat smaller storm events in the "Forebay" portion of the storm drain pond system. The larger storm events are diverted to the larger storm drain pond.

The intent of the forebay is to contain the first flush from storm events. The first flush contains the majority of the contaminates such as oils, grease and sediments. The sand and grease traps delivers primary treatment and the sand

window in the bottom of the forebay provides secondary treatment before the storm water percolates into the ground. The sand window in the bottom of the forebay is sized to drain the first flush storm volume in less than 24 hours. Storm water enters the main pond only in larger storm events. Once the treated storm water enters the main pond it will percolate through the bottom of the pond in a sand window that has been sized to drain the 100 year storm event in less than 24 hours.

The overall intent behind this system is to capture as much oil, grease and other water born sediments in the forebay before the storm water enters the soil and ultimately the groundwater.

(Seepage Trench System) As stated above run-off is collected in the curb and directed to low points that contain catch basins. Catch basins collect run-off and direct that flow to a Sand and Grease Trap. Within the subdivision there will be one seepage trench located within the park. Along Pine Street there are two seepage trenchs.

(Roadside Swale System) Pine Street frontage in Canterbury Commons Subdivision No. 2 drainage is contained in a road side swale. The storm water is collected in 6 inch vertical curb and delivered to the swale via curb cut. The swale has 3 to 1 side slopes that will covered with sod. The bottom of the swale has infiltration sand that allows the runoff to percolate into the ground. This drainage system will need the duties outlined in the light maintenance schedule listed below. This system has been designed to retain the 100 year storm event. The sand window in the bottom of the swale has been designed to percolate the 100 year storm in less than 24 hours.

- B. INCLUDE DETAILED DRAWINGS FOR THE FACILTY WHICH CLEARLY DENOTES PONTS OF INFLOW AND OUTFLOW, LOCATIONS WHERE MAINTENANCE IS PERFORMED, ETC.:
 - Attached to this Operation and Maintenance manual are a reduced copy of the approved for construction plans for Canterbury Commons Subdivision No. 1. When Canterbury Commons Subdivision No. 2 is approved and constructed these approved plans will be added to this operation and maintenance manual. Listed below are detailed areas of interest for Canterbury Commons Subdivision No. 1:
 - On sheet C3.0 centerline station of road Sta 2+59.77 there is a catch basin on each side of the road. These catch basins are the inflow to drainage pond "A". More details for storm drain pond "A" are shown on sheet C3.5. Behind the catch basins at this station is a 1000 gallon Sand and Grease trap. More detail of this sand and grease trap is shown on sheet C3.5. From this grease trap storm water is then routed to the Forebay and the main pond for this area. This storm drain system was sized to accommodate additional run-off from the future phase.

- On sheet C3.2 centerline station of road Sta 7+61.75 there is a catch basins on both sides of the road. These two catch basins are the inflow for drainage pond A. More detail of drainage pond "B" are shown on sheet C3.2. The two catch basins collect and convey storm water to a 1000 gallons sand and grease trap. More detail on this sand and grease trap is shown on sheet C3.2. From this grease trap storm water is then routed to the Forebay and the main pond for this area. This drainage pond was designed to accommodate additional storm water run-off from the future phase.
- On sheet C3.3 the existing drainage system for Pine Avenue frontage is shown. At station 0+00 storm water run-off enter into the catch basin. From the catch basin into a sand and grease trap. From the 1000 gallon sand and grease trap into a seepage bed that is located under the curb and landscape strip. Attached to this Operation and Maintenance Manual are construction plans from Lochsa Engineering that were approved by ACHD. Also attached to this Operation and Maintenance Manual are field notes taken during a site inspection with Dennis Meredith from ACHD.
- On sheet C3.3 the existing drainage system for Pine Avenue frontage is shown. At approximately station 7+50 storm water run-off enter into the catch basin. From the catch basin into a sand and grease trap. From the 1000 gallon sand and grease trap into a seepage bed that is located under the curb, landscape strip and sidewalk. Attached to this Operation and Maintenance Manual are construction plans from Lochsa Engineering that were approved by ACHD. Also attached to this Operation and Maintenance Manual are field notes taken during a site inspection with Dennis Meredith from ACHD
- More detailed plans will be added to this Operation and Maintenance Maunual for Canterbury Commons Subdivision No. 2 once the plans have been approved, the project is under construction and the final plat is recorded.
- C. DETAILED DESCRIPTION OF THE MAINTENANCE ACTIVITIS THAT NEED TO BE DONE:

This phase and future phases will have retention dry storm drain ponds, seepage beds and roadside swales. Listed below are the "light duty maintenance items and the "heavy duty" maintenance items. Light duty items will be performed by the Canterbury Commons Home Owners Association. The Heavy duty items will be performed by ACHD.

LIGHT DUTY

To be performed by the Canterbury Commons Subdivision HOA

<u>Light Maintenance Item</u>	<u>Interval</u>
Control of nuisance water from lots, common area and streets.	Daily
Control of watering within pond area and Pine Street swale landscape.	Daily
Mowing of grass in common areas that contain storm drain ponds & swales and seepage beds.	Weekly
Removal of glass clippings, leaves and other un-wanted vegetation.	Weekly
Weed control or unwanted vegetation in all areas containing storm drain.	Weekly
Removal of litter and debris in commons area containing storm drain systems.	Weekly
Control of rodents and burrow holes in commons areas containing storm drain systems.	Weekly
Remove cobbles or other non-draining materials from sand infiltration areas in pond and swale bottoms.	Monthly or after a major rain event
Remove sediment accumulation from sand infiltration areas, rake/till sand for positive drainage in forebay, ponds and swale bottoms.	Monthly or after a major rain event

HEAVY DUTY

To be performed by the Ada County Highway District

Heavy Maintenance Item	<u>Interval</u>
Inspect and or clean sumps in catch basins.	Annually
Inspect and or clean storm drain pipe network.	Annually
Inspect and or clean sand and grease traps.	Annually
Remove and reinstall sand window in forebay and pond bottoms.	Only if ponds do not drain in 24 hours

D. Maintenance Logs:

Attached in the appendix of this document are Inspection checklists that have been downloaded from ACHD's web site. These inspection checklists have been added to this document as a sample of expectation of inspections required for this system.

Also contained in the appendix are the half scale approved for construction drawing for this phase and the record drawings from Lochsa Engineering for the seepage trenches along the Pine Street Frontage.

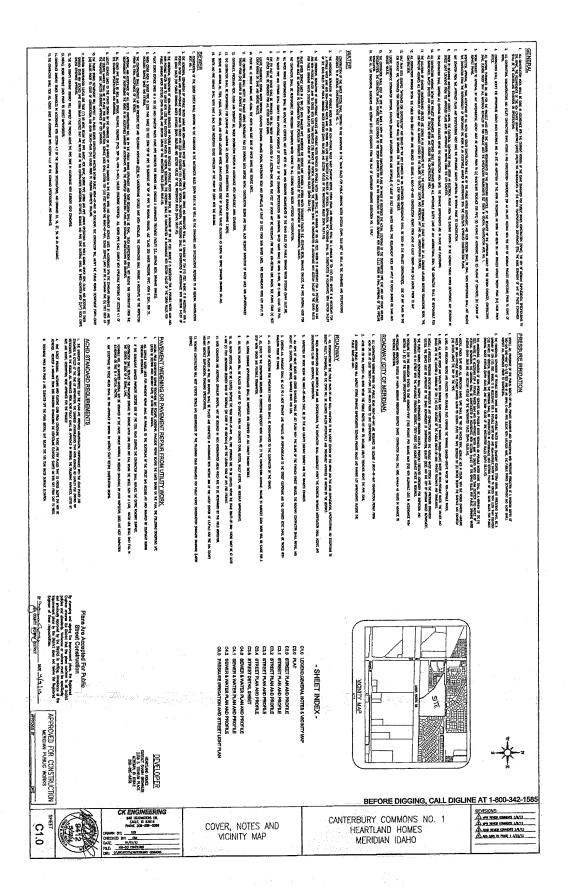
APPENDIX:

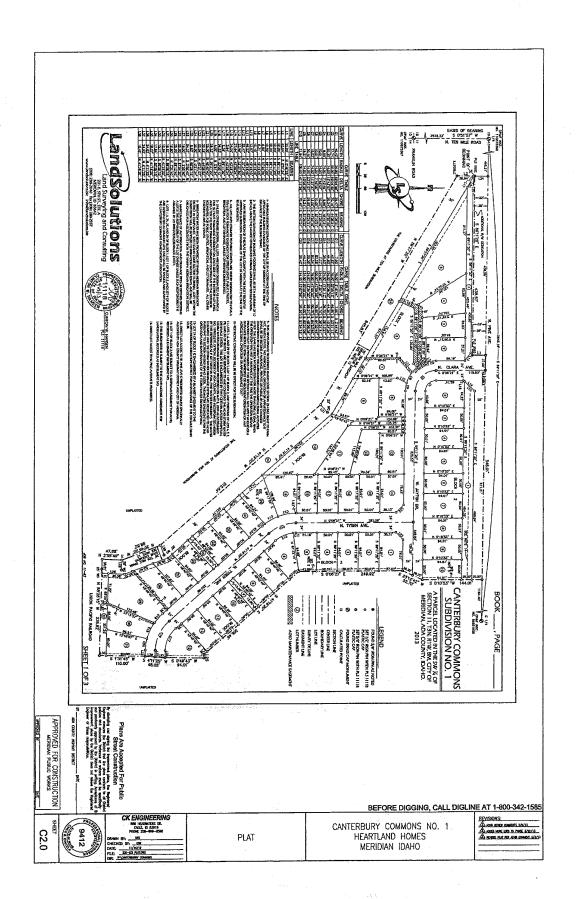
Exhibit A - Half scale approved construction plans for Canterbury Commons Subdivision No. 1

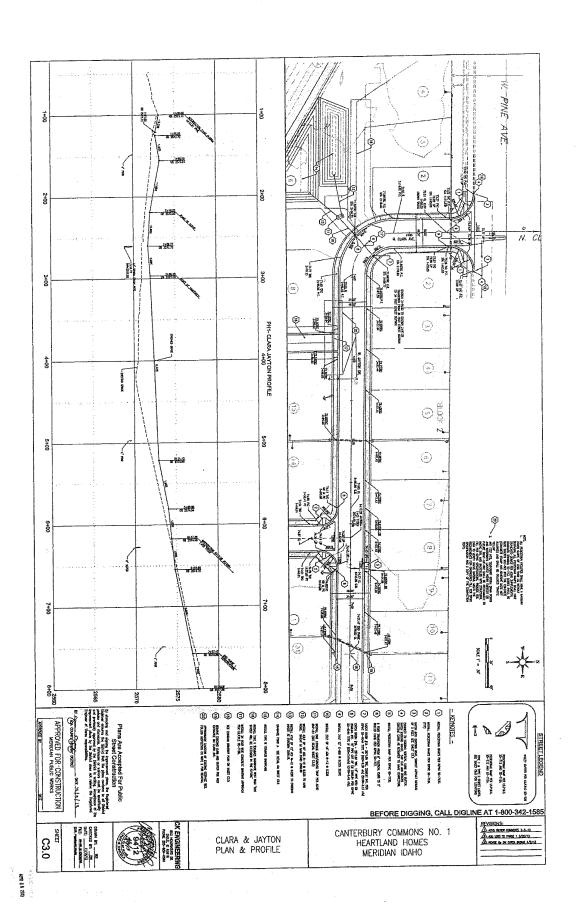
Exhibit B - Record Drawings from Lochsa Engineering for the Pine Street Seepage beds.

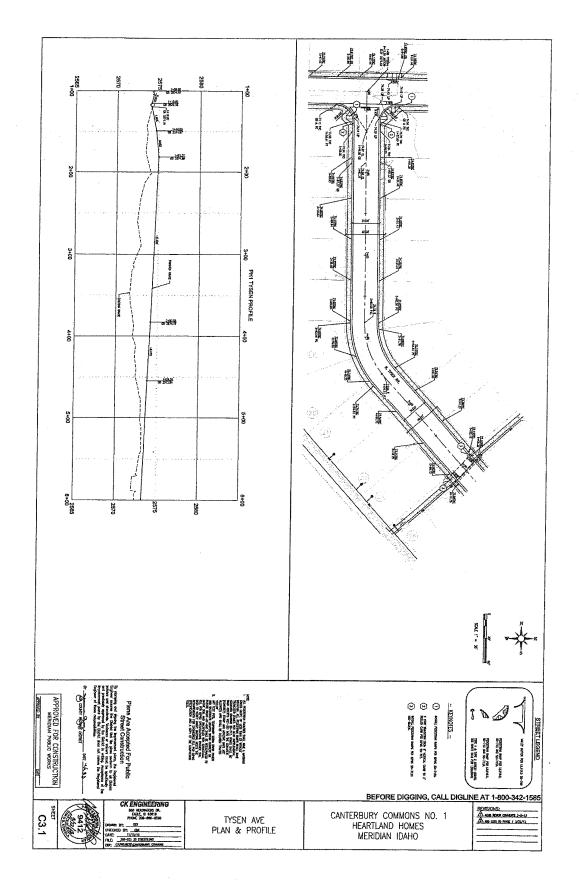
Exhibit C-CK Engineering Inspection log of existing seepage beds along Pine Street frontage.

Exhibit D – ACHD's Inspection Checklist

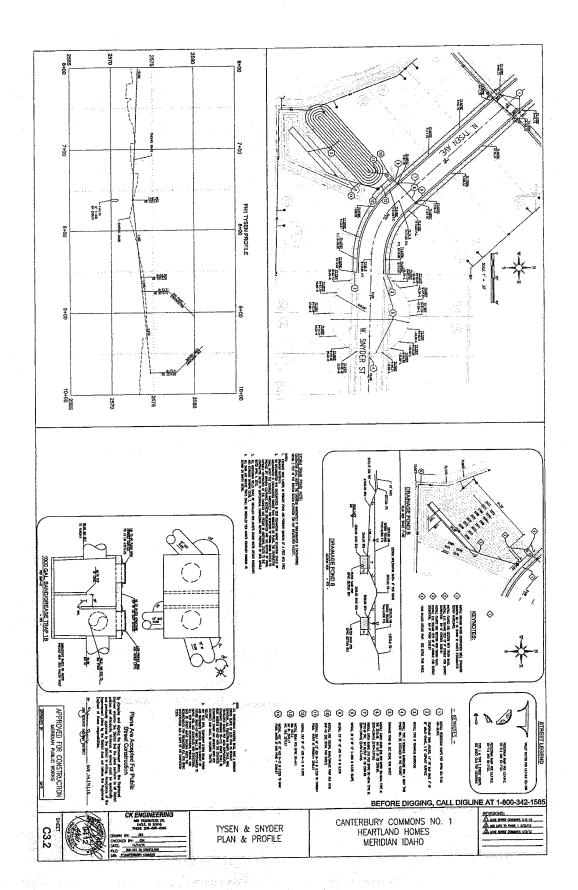




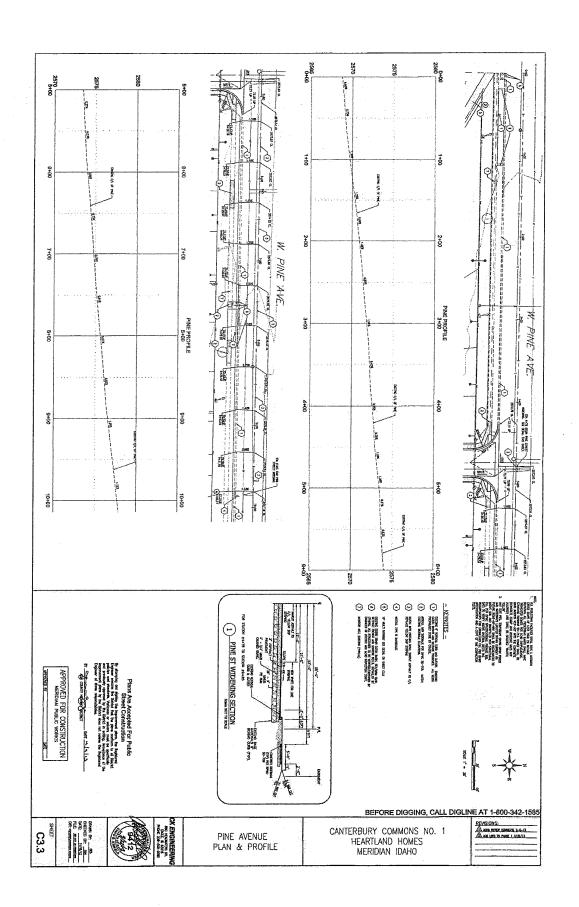


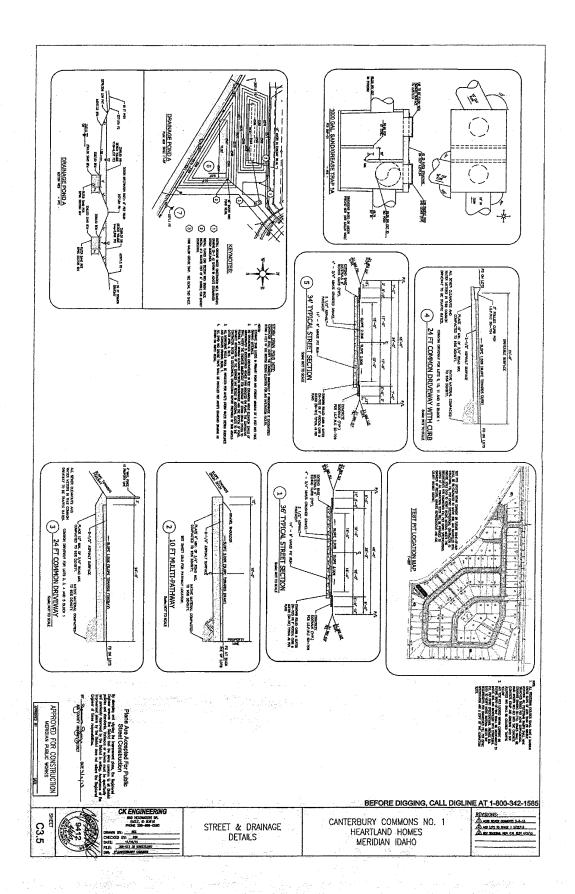


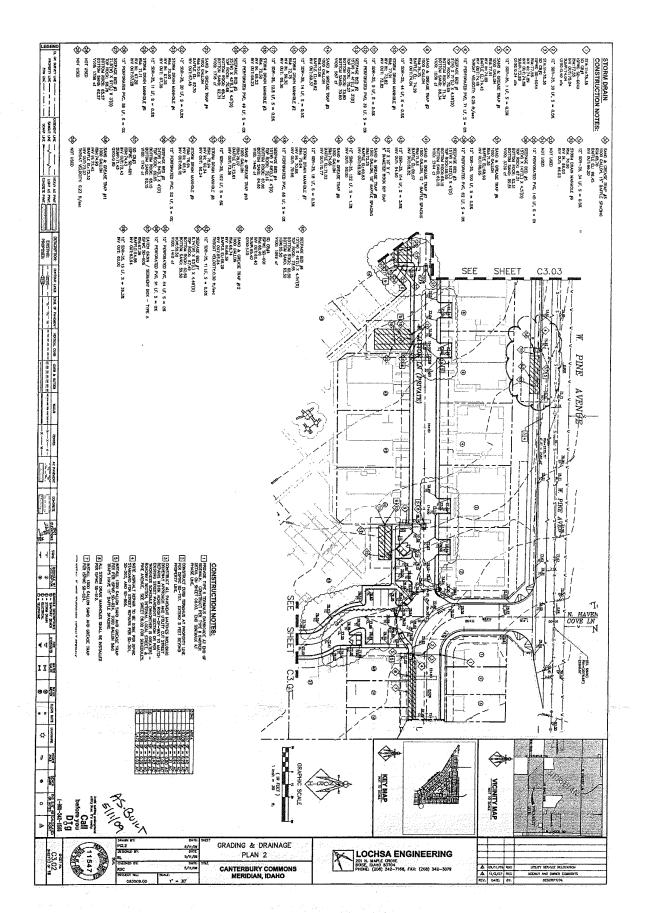
EXHIBIT"A"

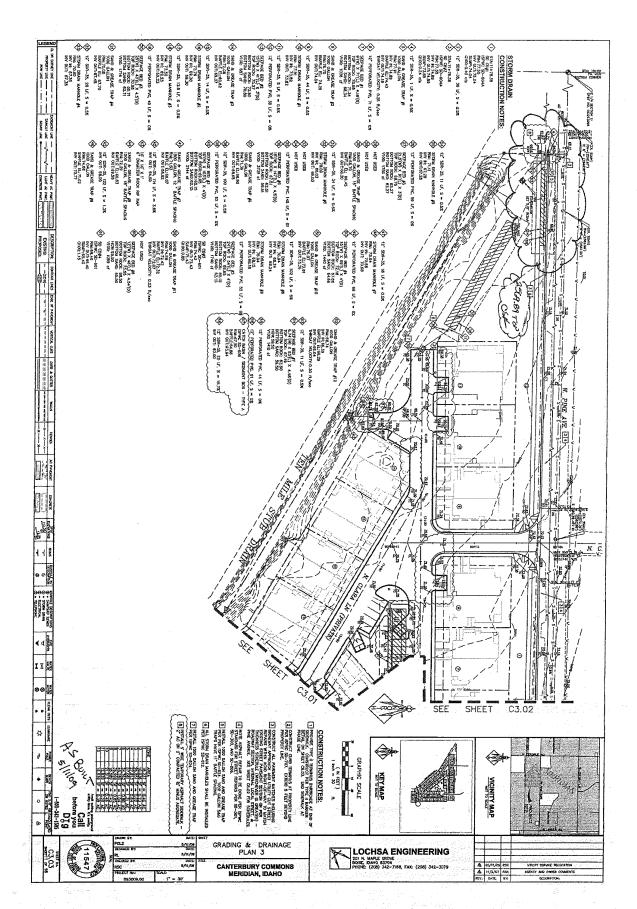


Ехнівіт"А"











DATE:

July 3, 2013

TO:

Ada County Highway District

Attn: Jeanne Gage 3775 Adams Street Garden City, ID 83714

RE:

Canterbury Commons Subdivision No. 1 Pine Street seepage beds

Ms. Jeanne Gage:

This morning I met Dennis Meredith at Canterbury Commons Subdivision No. 1 to review the existing seepage beds installed along the frontage of Pine Street.

Dennis and I both examined the existing catch basins, sand and grease traps and monitoring wells. We could not find one of the monitoring wells for the western most seepage bed.

It appeared that both systems were installed in substantial conformance with the approved plans created by Lochsa Engineering.

Listed below is some other information for the system:

On sheet C3.02 of the Lochsa approved plans seepage bed #6.

Sand and grease trap, the baffle was installed correctly. It appeared that there was the correct amount of fall from the inlet over the baffle to the outlet. Inlet pipe from the catch basin to the sand and grease trap was 12" SDR-35. Outlet from the sand and grease trap was 12" ADS N-12. Both monitoring wells were found for this bed. The monitoring well inside the seepage bed was dry and installed 7'-8" below top back of vertical curb. This monitoring well will need to be raised to finished grade and have a concrete collar poured around it. The monitoring well outside the seepage bed was installed in the existing sidewalk. This monitoring well was also dry.

On sheet C3.03 of the Lochsa approved plans seepage bed #7

Sand and grease trap, the baffle was installed correctly. It appeared that there was the correct amount of fall from the inlet over the baffle to the outlet. Inlet pipe from the catch basin to the sand and grease trap was 12" SDR-35. Outlet from the sand and grease trap was 12" ADS N-12. We could only find one monitoring well for this seepage trench. This monitoring well was outside the

CK Engineering 860 Headwaters Dr. Eagle, ID 83616 208.869.0590 mobile chad@ck-engineers.com



trench and installed in the existing sidewalk. This monitoring well had a little water in the bottom 10'-9" below existing sidewalk elevation. The bottom of the monitoring well was 10'-11" below existing sidewalk elevation. As stated above we could not find the other monitoring well for this seepage bed.

If more is needed, please do not hesitate to call me.

Respectfully submitted,



Chad S. Kinkela, P.E. CK Engineering, P.C.



Pond Location:		and graph (graph agents through 1.4 in an interest to 1.4 in an in		
	Inspection 1	Inspection 2	Inspection 3	Inspection 4
Date & Time:				
Site Status:				
Approx. Date & Amount of Last Rainfall:				
Inspector:				

Copy of this completed inspection checklist along with pictures to file.

Type of Pond:	□Retention	□Detention	□Wet	□Roadside Swale		
Provide a copy of the O&M Plan with this checklist.						
Note: This form	may be used for	or 4 different insi	nections			

Maintenance Item	Pass / Fail		il		
Walnenance item		2	3	4	Comments
1. Irrigation (Dally)					◀N/A if Not Applicable
 Control of nuisance water from lots and common areas to streets 					
2. Control of watering within pond landscape					
2. Retention/Detention Ponds & Swales (Monthly, After Major Storms)				1852 1977 1977	⋖ N/A if Not Applicable
 Remove cobble or other non-draining material from over sand infiltration areas. 					
Remove sediment accumulation from sand infiltration areas, rake/till sand for positive drainage					
3. Removal of litter and debris					
4. Low flow channels clear of obstructions					
5. Standing water or wet spots, source of water?					
3. Wet Ponds (Monthly, After Major Storms)					◄N/A if Not Applicable
Undesirable vegetative growth		T			
2. Floating or floatable debris removal required	1.1	1	1	1	

Revised 1/25/12



age 2

Maintenance Item		F	ass	/F	ail		
		1	2	3	4	Comments	
· ·			T	T	T		
·	3.	Visible pollution	1				
	4.	Shoreline problem					
	5.	Other (specify)					·
4.	Po	nd Sediment Forebays (Monthly, After Major Storms)					◀N/A if Not Applicable
A character	1.	Sedimentation noted					<u> Paraski i kiri 1944 ya kiri kiri kanani ya Una, a ya ya Na Unasebini bi na Pasebi</u>
	2.	Sediment cleanout when depth > 50% design depth					
5.	Po	nd Basin (Annual, After Major Storms)					
	1.	Vegetation and ground cover adequate					
	2.	Weed control					
	3.	Unauthorized planting					
	4.	Slope protection/erosion					
	5.	Animal burrows					
	6.	Condition of overflow spillway (if applicable)					
	7.	Seeps/leaks					
	8.	Inlet pipe trash rack					
	9.	Endwalls / Headwalls					
	10.	Energy dissipation at inlet (riprap or concrete)					
	11.	Other (specify)					
6.	Poi	nd Riser and Principal Spillway Outfall (Annual)					◀N/A if Not Applicable
Тур	e: ⊏	Reinforced Concrete, □Corrugated pipe, □Other					
	1.	Low flow orifice obstructed					

Revised 1/25/12



Page 3

		F	Pass / Fail		ail	i age o
	Maintenance Item		2	3	4	Comments
		T	Т	T	T	
2.	Low flow trash rack.					
	a. Debris removal necessary		1		1	***
<u> </u>	a. Debits removal fiecessary	_	_	<u> </u>	-	
	b. Corrosion control					
3.	Weir trash rack maintenance					
The second secon	a. Debris removal necessary					
	b. Corrosion control					
4.	Excessive sediment accumulation in or around riser					
5.	Condition of riser and barrels					
	a. Minor spalling (<1")					
	b. Major spalling (rebars exposed)				-	
	c. Joint failures					12 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T
	d. Water tightness					1
6.	Outfall channels functioning					
7.	Other (specify)					
7. 0	ther (Monthly)					
1.	Encroachment on pond or easement area					
2.	Complaints from residents					
3.	Aesthetics					
	a. Grass growing required					
	b. Other (specify)					
4.	Any public hazards (specify)			353	Jūt.	

Revised 1/25/12



Page 4

Maintenance Item	P	ass ,	/ Fa	il 💮	Comments		
womendite (tell)	1	2	3	4	Comments		
	#14	356	- 12/1-2-1				
8. Constructed Wetland Area (Annual)							
1. Vegetation healthy and growing							
2. Evidence of invasive species							
3. Excessive sedimentation in Wetland area							
4. Other (specify)							
Comments:				-			
							
			·				

ADA COUNTY RECORDER Christopher D. Rich BOISE IDAHO Pgs=47 NIKOLA OLSON TITLEONE BOISE 2016-054001 06/20/2016 03:51 PM \$148.00

FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANTERBURY COMMONS SUBDIVISION

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FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANTERBURY COMMONS SUBDIVISION

This First Supplement To The Declaration Of Covenants, Conditions And Restrictions For Canterbury Commons Subdivision (this "First Supplement") is made this ______ day of March, 2016, by Heartland Homes, LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: SUPPLEMENTAL DECLARATION

Section 1. Supplement. This First Supplement is a supplement to that certain Declaration of Covenants, Conditions and Restrictions for Canterbury Commons Subdivision, recorded on January 29, 2014, as Ada County, Idaho Instrument Number 114007227 ("Master Declaration"). This First Supplement supplements the Master Declaration with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof ("First Supplement Property"). The First Supplement Property is shown on the Canterbury Commons Subdivision No. 2 final plat, a copy of which is attached hereto as Exhibit B, which is made a part hereof ("First Supplement Plat"). The terms and Restrictions contained in this First Supplement are in addition to those terms and Restrictions contained in the Master Declaration, except insofar as the terms and Restrictions of the Master Declaration are hereinafter expressly modified hereby.

Section 2. Residential Property. The First Supplement Property is contained within a residential development which Declarant intends to develop in accordance with existing development approvals obtained from the City of Meridian and the Ada County Highway District ("ACHD"), and any other development plan(s) for which Declarant may from time to time obtain approval.

Section 3. Purposes. The purposes of this First Supplement are to subject the First Supplement Property to all the terms and Restrictions of the Master Declaration and this First Supplement, to designate the First Supplement Property, to designate additional Common Lots and to set forth other terms and Restrictions, if any, which are unique to the First Supplement Property.

ARTICLE II: DECLARATION

Pursuant to Article I, Section 1 and Article XI, Section 4 of the Master Declaration, Declarant hereby declares that the First Supplement Property and any parcel or portion thereof is hereby made a part of the Property as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the terms and Restrictions contained in the Master Declaration and this First Supplement. In addition, each Owner of any Lot within the First Supplement Property shall be a member in the Association, and shall pay all Assessments levied thereby.

ARTICLE III: DEFINITIONS

<u>Section 1.</u> "Common Lots" shall mean all real property within the First Supplement Property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached <u>Exhibit C</u>, which is made a part hereof.

<u>Section 2.</u> All Other Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE IV: COMMON LOTS/COMMON DRIVEWAY/DRAINAGE/LOT 61, BLOCK 1

<u>Section 1.</u> <u>Common Lots.</u> The Common Lots shall be owned and maintained by the Association and all of the terms and Restrictions contained in the Master Declaration shall be applicable to the Common Lots.

Section 2. Common Driveway. Notwithstanding Article IV, Section 1 above, Lot 7, Block 4, as shown on the First Supplement Plat, is also a Common Driveway providing access to Lots 8 and 9, Block 4. Accordingly, the Common Driveway terms and Restrictions contained in the Master Declaration are applicable to this Common Driveway. In addition, there is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of Lots 8 and 9, Block 4, and for the use and benefit of the Owners of such Lots, and their respective family members, invitees, licensees, heirs, successors and assigns, for the purposes incidental to the use and enjoyment of such Lots, a perpetual ingress and egress easement to enter on, over, across and through this Common Driveway. It is expressly understood and agreed that the easement herein created shall be absolute and non-exclusive and that in all respects this Common Driveway shall be used, and available for use, by the Owners of Lots 8 and 9, and their respective family members, invitees, licensees, heirs, successors and assigns, subject to the terms and Restrictions contained in the Master Declaration.

Section 3. Drainage. Lot 62, Block 1 and Lot 1, Block 4, as shown on the Plat, are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Common Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 8, 2009, as Instrument No. 109053259, official records of Ada County, which is incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 of the Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

There shall be no interference with the established drainage pattern over any potion of these Common Lots, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of these Common Lots are completed by the Declarant, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from these Common Lots over any other Lots or Common Lots within the Property.

The Association shall be responsible for the maintenance, repair and/or replacement of storm water drainage systems located on the First Supplement Property (other than storm water drainage systems located on, and serving only, individual Lots) in accordance with that certain Stormwater Drainage Operation & Maintenance Manual For Canterbury Commons Subdivision No. 2, dated January, 2016, a true and correct copy of which is attached hereto as Exhibit D, which is made a part hereof ("O&M Manual"). The O&M Manaul shall not be revised or otherwise amended without the prior written consent of ACHD.

ACHD shall have the right to inspect any of the aforementioned storm drainage water systems and, if necessary, perform any maintenance, repairs or replacements. The cost of any such maintenance, repairs and/or replacements shall be promptly paid by the Association within thirty (30) days of receiving an invoice therefore. In the event any such cost is not timely paid by the Association, ACHD shall be entitled to enforce its collection rights pursuant to all rights and remedies afforded it pursuant to applicable law, including, without limitation, the right to place a lien on the First Supplement Property until such costs are paid in full.

Each Owner, at his/her/their sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of any storm water drainage system located on, and serving only, his/her/their individual Lot. Such maintenance, repair and/or replacement shall be done in accordance with all applicable laws, rules, regulations and/or ordinances.

Section 4. Lot 61, Block 1. Lot 61, Block 1, as shown on the First Supplement Plat, shall be owned by the Nampa & Meridian Irrigation District. Accordingly, this Lot is not part of the Property and is not governed by the Master Declaration or this First Supplement.

ARTICLE V: GENERAL PROVISIONS

- Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this First Supplement and the Master Declaration. Failure by the Association, Declarant or any Owner to immediately enforce any such term or Restriction shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability. Invalidation of any one of these terms 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. Term and Amendment. The terms and Restrictions of the Master Declaration and this First Supplement shall run with and bind the First Supplement Property concurrently with the term of the Master Declaration. This First Supplement may be amended pursuant to the amendment process(es) contained in the Master Declaration.
- Section 4. <u>Duration and Applicability to Successors</u>. The terms and Restrictions set forth in this First Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Owners and their successors in interest.
- Section 5. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this First Supplement or the Master Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.
- Section 6. Governing Law. This First Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

[End of Text]

first above written.	igned has duly executed this First Supplement as of the da	ıte
Heartland Homes, LLC, an Idaho limited liability company By:		
John A. Laude, Sr., Manager		
STATE OF IDAHO) ss.		
	County of Ada	
personally appeared John A. Laude, Sr., Knowi	re me, the undersigned, a Notary Public in and for said Sta n or identified to me to be a Manager of Heartland Home n behalf of said limited liability company, and acknowledge uted the same.	
IN WITNESS WHEREOF, I have hereu in this certificate first above written.	unto set my hand and affixed my official seal the day and ye	ar
NOT A BLIC	Notary Public for Idaho Residing at: Solu ID My commission expires: 9/6/2019	
OF IDAHO		

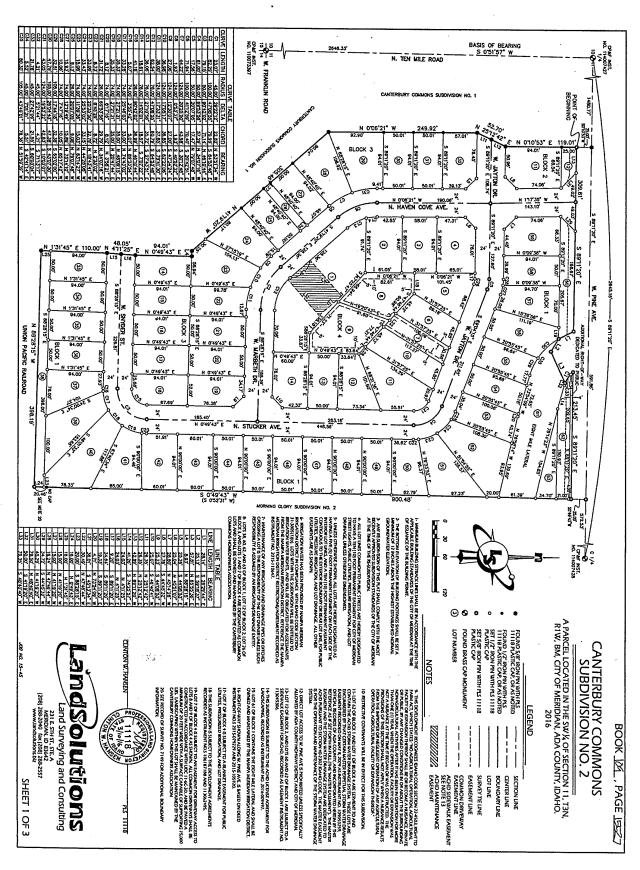
EXHIBIT ALEGAL DESCRIPTION OF THE FIRST SUPPLEMENT PROPERTY

Lots 33 through 60, 62 and 63, Block 1; Lots 11 and 12, Block 2; Lots 14 through 32, Block 3; and Lots 1 through 14, Block 4 of the Canterbury Commons Subdivision No. 2, according to the official plat thereof, filed in Book 109 of Plats at Pages 15527 through 15529, Records of Ada County, Idaho.

EXHIBIT BCANTERBURY COMMONS SUBDIVISION NO. 2 FINAL PLAT

FIRST SUPPLEMENT TO THE MASTER DECLARATION - 6

194764



AOW ALL MEN BY THESE RESENTS. THAN "WE THE UNDERSONED, ARE THE OWNERS OF THE REAL PROPERTY EXCUREDE BELOW IN ADAL COUNTY, IDAHO, AND THAN WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED ROPERTY IN THIS CAMTERBURY COMMONS SUBDIVISION NO. 2:

PARCEL LOCATED IN THE SW W OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOSE MERIDIAN, CITY OF MEDIAN, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: MENCING AT A BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SW W, FROM WHICH A SCAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SW W, BEARS 5 0'51'57" W A DISTANCE OF

ENCE'S 89°11'20" E ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ A DISTANCE OF 1480,77 FEET TO A 5/8 H DIAMETER IRON PIN:

HENCE LEAVING SAID NORTHERLY BOUNDARY S 0'10'53" W A DISTANCE OF 25:00 FEET TO A 5/8 INCH WAMETER IRON PIN AND THE POINT OF BEGINNING;

HENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF W. PINE AVE THE FOLLOWING DESCRIBED COURSES: THENCE'S 89"11"20" E A DISTANCE OF 309.61 FEET TO A 5/8 INCH DIAMETER IRON PILL

THENCE N 65'55'36" E A DISTANCE OF 57.81 FEET TO A 5/8 INCH DIAMETER IRON PIN THENCE'S 59'18'37' E A DISTANCE OF 25.13 FEET TO A 5/8 INCH DIAMETER IRON PIN: HENCES 26'29'44" E A DISTANCE OF 28.14 FEET TO A 5/8 INCH DIAMETER IRON PIN-

HERCE A DESEAVED OF 2207 REET ALONG THE ARC OF A 4500 FOOT PADMS NON-TANGENT CURVE 2011, SADI CURVE HAWMEA CENTRAL ANGLE DE 2727Z AND A LONG CHORD BENRING IN 535134 W A DISTANCE OF 22.02 FEET TO A 5/9 INCH DOMETER IRON PRIX

NCE LEAVING SAID SOUTHERLY RIGHT OF WAY S 0º49'43" W ALONG SAID WESTERLY BOUNDARY A DISTANCE 2003.40 FEET TO A 5/8 INCH DIAMETER IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC 2003.40 BEACES 88° 120° E.A. DISTANCE OF 21345 REET TO A 5/8 INCH DIMMETER IRON PIN OM THE WESTERLY JURIDARY OF MORRING GLORY SUBPONSOON NO. Z.AS SHOWN IN BOOK 73 OF PLATS ON PAGE 7513 18U 7514, RECORDS OF ADA COUNTY, IDWIG:

CEC N BRZEIS SW. ALONG SKID NORTHERLY BEHTO-FLUIY A DISTANCE OF 398,19 FEET TO A 5,78 INCH HETER ROAN PIN ON, THE EASTERLY BOUNDARY OF CAMPEBURY COMMONS SUBDINGSON NO. 1 AS SHOWN DOK 106 OF FANTS ON PAGES 14517 THRU 14519, RECORDS OF ADA COUNTY, IDAHO,

ICE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING DESCRIBED COURSES:

THENCE N 41'19'20" W. A. DISTANCE OF 305.46 FEET TO A 5/8 INCH DIAMETER IRON PIN THENCE N 0'49'43" E A DISTANCE OF 94.01 FEET TO A 5/8 INCH DIAMETER IRON PIN THENCE N 8872815" W. A DISTANCE OF 8.93 FEET TO A 5/8 INCH DIAMETER IRON PIN THENCE N 4°11'25" E A DISTANCE OF 48.05 FEET TO A 5/8 INCH DIAMETER IRON PIN THENCE N 1'31'45' E A DISTANCE OF 110.00 FEET TO A 5/8 INCH DIAMETER IRON PIN

HENCE NO 10'53" E A DISTANCE OF 119,01 FEET TO THE POINT OF BEGINNING. THENCE N 25'12'42" E A DISTANCE OF \$2.70 FEET TO A 5/8 INCH DIAMETER IRON PIN- THENCE N 0 06 21" W.A. DISTANCE OF 249.92 FEET TO A 5/8 INCH DIAMETER IRON PIN-

HIS PARCEL CONTAINS 10.67 ACRES.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF MERIDIAN. THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVIE ALL THE LOTS IN THIS SUBDIVISION.

PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, PUBLIC UTILITY, IRRIGATION DEVICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO

TNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS HE DAY OF JANKEY



CKNOWLEDGMENT

STATE OF IDAHO }

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



MY COMMISSION EXPIRES July 234 2017

RTIFICATE OF SURVEYOR



Olucions

SHEET 2 OF 3

Surveying and Consulting

HEALTH CERTIFICATE

SAMILAY RESTRICTIONS AS REQUIRED BY IDANO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE CHAPTOR RECORDED ON HE AGENT LISTING THE CONDITIONS OF APPROVALL, SAMILAY RESTRICTIONS ANY BE READEDED, IN ACCORDINGE WITH SECTION SOLIDAR HE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

I, THE UNIDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS

CERTIFICATE OF THE COUNTY SURVEYOR



DISTRICT HEALTH DEPARTMENT, EHS

APPROVAL OF CITY COUNCIL

יר אל אספומאים מדיך בוביצ א אינם רפיג זייה ול מדיך פל אפוסועית אם אסקייתי ובאיקס סט אפינפי במינויך את א' א אפנט אמאפוואים פר או במדי סט אינם ובינוסיך את א' א אפנט אמאפוואים פר או במדי סט אינם ובינוסים או איני ב' בינוסים אינוסים אינוסים



(THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

APPROVAL OF THE CITY ENGINEER

I THE UNDERGISHED COUNTY TRESUBER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, FRITHE RECURRENETS OF IC. \$9-1308, DO HEERS CERTRY THAY TAW AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAKES FOR THE PROPERTY MALD BUT THAY EXPONSION HAVE BEEN AND IN FLILL THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY PAID DAYS ONLY. CERTIFICATE OF THE COUNTY TREASURER

Signed by Deputy Treesver, glandful Disky Hotoxpe





CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO SS.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PERCISO - OF EN INSUMENTANI

, 2016 IN BOOK 12 OF PLATS AT PAGES 15527 THEY 15529

CLINTON W. HANSEY andSolutions

81111 574

THE FORESOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 3 TO DAY OF ESTABBAY, 2016

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

Land Surveying and Consulting

SHEET 3 OF 3

EXHIBIT CLEGAL DESCRIPTION OF THE COMMON LOTS

Lots 38, 60, 62 and 63, Block 1; Lot 12, Block 2; Lot 26, Block 3; and Lots 1 and 7, Block 4 of the Canterbury Commons Subdivision No. 2, according to the official plat thereof, filed in Book 109 of Plats at Pages 15527 through 15529, Records of Ada County, Idaho.

FIRST SUPPLEMENT TO THE MASTER DECLARATION - 7

EXHIBIT DO&M MANUAL

See attached.

FIRST SUPPLEMENT TO THE MASTER DECLARATION - 8

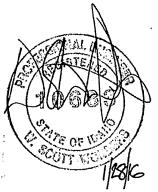
STORMWATER DRAINAGE OPERATION & MAINTENANCE MANUAL

FOR

CANTERBURY COMMONS SUBDIVISION NO. 2

JANUARY 2016

Meridian, Idaho Ada County





J·U·B ENGINEERS, INC. 250 South Beechwood, #201 Boise, ID 83709 (208) 376-7330

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- 1.2 Contractor
- 1.3 City Public Works
- 1.4 Highway District
- 1.5 Engineer

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- 3.1 Purpose
- 3.2 Definitions
- 3.3 Design Overview
- 3.4 Maintenance Requirements

4. Attachments

Inspection and Maintenance Form Maintenance Report Form Storm Water Drainage Basins ACHD Approved Improvement Plans

1. Contact Information

1.1 Developer: Trilogy Development

2364 S. Titanium Place Meridian, Idaho 83642

(208) 895-8858

1.2 Contractor: Hi-Grade Underground, Inc.

521 E. 3rd

Meridian, Idaho 83642

(208) 888-6541

1.3 City Public Works: City of Meridian

33 E. Broadway Avenue

Suites 200 & 204 Meridian, Idaho 83642

(208) 898-5500

1.4 Highway District: Ada County Highway District

3775 Adams Street Garden City, ID 83714

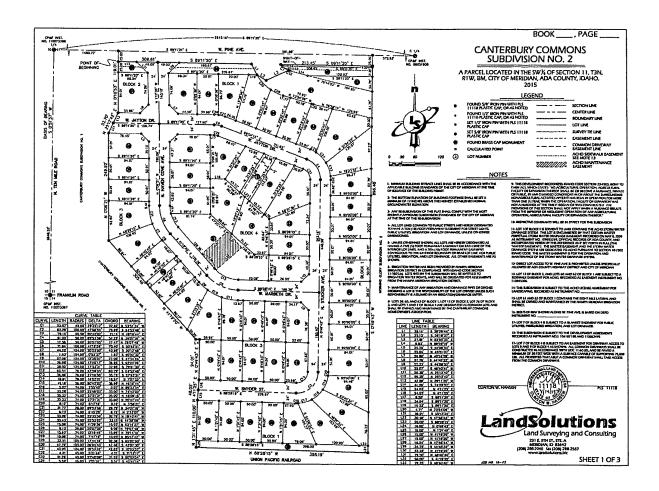
(208) 387-6100

1.5 Engineer: J-U-B Engineers, Inc.

250 S. Beechwood, Suite 201

Boise, ID 83709 (208) 376-7330

2. Final Plat



CANTERBURY COMMONS SUBDIVISION NO. 2 BOOK ____, PAGE ____ CERTIFICATE OF OWNERS ACKNOWLEDGMENT ENOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIONED, ARE THE OWNERS OF THE REAL PROPERTY DISCRESS TREUDW IN AND COUNTY, IDAHO, AND THAT WE RITEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS CAMPERIUM COMMON BUGGINSON NO. 2. STATE OF IDAHO } ON THE ... DAY OF ... 20... REFORE ME, THE INCORDING A NOTARY NAME. IN AND FOR SAD STATE PERSONALLY A PAYAGED ACREA A LANGE SEE ... SECOND OR BOTHERD TO LEE TO BE, A MANAGED OF MARTINAD HOUSE LLC, AND AND LEED UNGARTH COMMENT, THAT DESCRIPTION HE PROSED OF THE ATTENDANCY OF MARTINA THAT DESCRIPTION HE ADDRESS OF THE ATTENDANCY OF MARTINAD HE CONTROL OF THE ATTENDANCY OF A PARCEL LOCATED IN THE SW H OF SECTION 11, TOWNSHP 3 NORTH, RANGE 1 WEST, BOSE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTHWEST COBNER OF SAID SW W, FROM WHICH A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SW W, BEARS S 0'S1 57' W A DISTANCE OF JAHAJS TER!". THENCES 8971120° E ALONG THE NORTHERLY BOUNDARY OF SAID SW IN A DISTANCE OF 1480.77 FEET TO A S/8 BNOT DIAMETER BOX 996 IN WITINESS WHEREOF, I HAVE HEBEUNTO SET MY HAND AND AFFORD MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE PIEST ABOVE WISTEIN. THENCE LEAVING SAID NORTHERLY BOUNDARY'S BYIGSSY W A DISTANCE OF 25.00 FEET TO A 5/6 INCH DAMETER INON PIN AND THE POINT OF BECOMING: THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF W. PINE AVE. THE POLLOWING DESCRIBED COURSES; RESIDENG AT _ THENCE S 89"1) 20" E.A. DISTANCE OF 309.61 FEET TO A 5/8 INCH DIAMETER BION PINC THENCE \$ 26'29'44" & A DISTANCE OF 28.14 FEET TO A 5/8 INCH DIAMETER BON PIN NOTARY PUBLIC FOR THE STATE OF EDAHO THENCE S 59' I 8'37" E A DISTANCE OF 25, 13 FEET TO A 5/8 INCH DIAMETER BION FINE THENCE N 65°55'36" E A DISTANCE OF 57.81 FEET TO A 5/8 INCH DIAMETER IRON PIN THENCE A DISTANCE OF 23.07 FEET ALONG THE ARC OF A 45.00 FOOT BADIUS NON-TRANSENT CURVE RIGHT, SAID CURVE HAVINGS A CONTRAL ANGUE OF 29.22-12" AND A LONG CHORD BEARING IN 53'51'24" E A DISTANCE OF 22.02 FEET TO A 5.49 INCHIDINGETS BROTHEY. THENCE 5 891170" E A DISTANCE OF 213:45 FEET TO A 5/8 SNCH DIAMETER BION PIN ON THE WESTERLY BOUNDARY OF MORNING GLORY SUBDIVISION NO. 2 AS SHOWN IN BOOK 73 OF PLATS ON PAGE 7513 THEU 7514, RECORDS OF AND ACOUNTY, SUAND THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY'S ("14743" W ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 900-40 FEET TO A 5/10 INCH DIAMETER MON PIN ON THE NORTHERLY RIGHT-OF-WAY OF THE LINGON PACHIC RAN SOAD" THENCE IN BETAILS" W ALONG SAID NORTHERLY BIGHT-OF-WAY A DISTANCE OF JIRL 19 FEET TO A SAI BHOH DAMAETER BION INN ON THE EASTERY BOUNDARY OF CANTERBURY COMMONS SUBONISION NO. 1 AS SHOWN IN BOOK 100 OF PLAYS ON PAGES 14517 THEN 14519, RECORDS OF ADA COUNT, IDAHC: CERTIFICATE OF SURVEYOR THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING DESCRIBED COURSES: THENCE IN 1'31'45' E A DISTANCE OF 110,00 FEET TO A S/B INCH DIAMETER BON PIN THENCE N 4"11"25" E A DISTANCE OF HEDS FEET TO A 5/8 INCH DIAMETER BOH FIRE THENCE N 0'49'43" E A DISTANCE OF \$4.01 FEET TO A \$48 INCH DIAMETER BOON PIN: THENCE IN BRIZE 15" W.A. DISTANCE OF 8.43 FEET TO A SYMMON DIAMETER MON PIN THENCE H 41'19'20" W.A. DISTANCE OF 30'S 46 FEET TO A 5/8 INCH DAMETER BION FRE THENCE IN D'04/21" W. A. DISTANCE OF 249.92 FEET TO A 5/8 INCH DIAMETER BON PING THENCE IN 25'12'42" E. A. DISTANCE OF 52/20 PEET TO A. 5/8 INCH DIAMETER BON PING. EAHONO, 11118 THENCE NOTIFIES A DISTANCE OF 119.01 FEET TO THE PORT OF BEGINNING. ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF A THE CITY OF MERIDIAN HAS AGREED IN WIRTHING TO SERVE ALL THE LOTS IN THIS SUBDIVISION THE PURILLY STREETS SHOWN ON THIS PLAY ARE HERBEY DEDICATED TO THE PURILLY, PURILLY, REGIATION AND DIMANGE REMAINSHIP ON THIS PLAY ARE NOT DEDICATED TO THE PURILLY, RET THE RIGHT OF ACCESS TO MOUSE OF, THESE EXCENDENTS IS NEVER TRESTRED FOR PURILLY LITHINGS, DAWNES AND PORTAIN OTHER USES OF MAY BE DESCONATED INSECTION AND THE PURILLY RESIDENCE AND PORTAIN OTHER THIS PURILLY RESIDENCE AND PORTAIN OTHER THIS PURILLY RESIDENCE AND PORTAIN OF THE PURILLY RESIDENCE AND PORTAIN OF THE PURILLY RESIDENCE AND THE PU and Solutions

JOHN A LAUDE SE MANAGER

SHEET 2 OF 3

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3. Storm System

This manual outlines the duties to be performed by the Home Owner's Association (HOA) and its members for the maintenance of the site facilities including parking areas, landscape areas, stormwater detention ponds, and stormwater seepage beds located within the development.

This section is intended to familiarize the HOA with the stormwater system design, function, and maintenance to ensure that the system is adequately maintained and that stormwater runoff does not create a hazard within the community.

Every stormwater system needs to be properly maintained to reduce or eliminate costly repair problems and to properly treat stormwater. The lack of proper maintenance is the most common cause of stormwater system failure.

The homeowners association will be responsible for administering the light maintenance requirements for Canterbury Commons Subdivision until another qualified and approved organization or agency accepts this responsibility, as more particularly described in section 3.4.

3.1 Purpose of Facilities

The primary purpose of the stormwater facilities is to provide collection, conveyance, storage and discharge of stormwater runoff. The stormwater structures located within the development consist of swales, below grade seepage bed, storm drain piping, and concrete sand and grease traps. The sand and grease trap structures are designed to provide additional water quality treatment of the storm water discharging from the underground drainage pipe system prior to entering the stormwater storage facility. The stormwater swales and seepage beds are designed to contain storm water runoff generated during a 100-year storm event until the stormwater infiltrates through the storage facility.

3.2 Definitions

LIGHT MAINTENANCE

The maintenance required to routinely maintain common areas. Typically this maintenance consists of mowing, weeding, hedge trimming, fertilizing, minor excavation, raking of swales and sand bottoms, and regularly policing all areas where stormwater runoff is present. Unless specifically excluded herein, all light maintenance shall be performed by the homeowners association or its designated representative.

HEAVY MAINTENANCE

Any labor required to repair or regularly maintain all structures not maintained by the homeowners association. These structures include, but are not limited to, curb inlets, manholes, storm drain pipe and stormwater boxes (Sand and Grease Traps). In general, these structures are located either within the public right-of- way or within the stormwater master perpetual easement (see attached final plat) and shall be maintained

by the Ada County Highway District (ACHD).

3.3 Design Overview

Generally throughout the site there are curb inlets which have been placed within the roadways to capture the stormwater at designed low points. At this point the water is directed to an underground pipe network consisting of storm drain pipes and manholes to transmit the water to a storm water treatment system where oils and solids are separated from the stormwater before allowing the water to outfall into seepage beds or wet stormwater ponds. The site contains stormwater swales along Pine Avenue and a seepage bed which have been designed to store stormwater and allow it to percolate into the ground within a predetermined period of time. The swales and seepage beds are shown on the improvement plans contained in section 4 of this manual.

3.4 Maintenance Requirements

For the various maintenance items involved, periodic inspections are to be made of the swales, sand and grease traps, and storm drain facilities and in addition to any work required in each of the categories below. These inspections shall be performed and documented using the schedule and maintenance report found in the appendix.

MOWING AND LANDSCAPE MAINTENANCE:

The HOA shall perform the normal routine surface maintenance such as lawn mowing, weed control, and ensuring proper irrigation of landscaping and lawn areas. Weed control shall be applied at least annually utilizing a fertilizer with weed control. Application shall be by broadcast or spray methods following the manufacturer's recommended application rate. Care will be taken to sweep up any particles broadcast to surrounding concrete and asphalt surfaces after each application.

The grass within the site common areas and in public right of way must also be maintained in a good-healthy condition. Grass clippings will be swept or blown from surrounding concrete and asphalt surfaces after each mowing. If blown, clippings will be blown back onto grassed areas for decomposition. The swales and sand bottoms shall be raked regularly.

TRASH CLEANUP:

During the periodic inspections, any trash found within the boundary of the parking areas, pond areas, sand & grease traps, discharge manholes and all frontage landscape areas shall be collected and disposed of in a safe and legal manner.

GREASE, OIL, AND GAS:

During the periodic inspections, the parking areas and stormwater pond areas shall be checked for any evidence of grease, oil or gas spillage. Small drops and spots, less than 6" in diameter will be absorbed using appropriate absorbent pads and materials. Larger spills may require professional assistance from duly licensed professionals. If these or other chemicals are found, the HOA shall clean up the spills appropriately according to local and State environmental and safety requirements.

PAVEMENT CLEANING:

The parking areas and other paved areas will be inspected for general trash and debris; oils, gas and grease; and dust and sediment. General trash and debris will be collected and disposed of in accordance with local and State requirements. Grease, oil and gas will be addressed as described above. Sediment will be swept up and disposed of in a safe and legal manner. The following guidelines shall govern the cleaning process:

- Sweep when weather is conducive to sweeping.
- Inspect inlet grates for debris. Stop sweeper and hand clean debris away from grates, then sweep with the sweeper.
- When maintenance of weeds in the gutter is necessary, sweeping should occur
 the same day after the weed trimming operations; or weed trimmings should be
 manually cleaned up and disposed of.
- Small objects that are blocking the sweeping operations should be removed prior to sweeping. Sweeping should occur when the parking lot is free from large objects such as parked vehicles.
- Areas where trees or other obstructions do not allow the use of a mechanical sweeper shall be hand swept.

Sweeping of the parking areas should occur at least quarterly with one occurrence being during the fall after most leaves have fallen from the trees.

STORMWATER SWALES:

Stormwater swales are simply ground depressions or ditches that are composed of sloped banks and flat bottoms that are landscaped. This landscaping consists of grassy lawn and will require regular mowing, weed control, and raking. The entire area within the swales is to be kept in a green, weed free and healthy state. No grass clippings are to accumulate within the stormwater swales or area immediately surrounding the swales. This maintenance is to be done a minimum of once every week.

During periodic inspections, the stormwater swales shall be checked for rodent holes, excessive plant growth, scour and/or erosion, etc. which could require heavy maintenance. Because the homeowners association is responsible for the maintenance of the stormwater swales, the homeowners association shall contact a licensed contractor to complete a full assessment and/or recommendation for potential repairs.

Although these swales add an aesthetic value within the development, the primary purpose for these areas is for stormwater management. Landscaping and/or amenity features such as park benches or monuments may need to be removed when heavy maintenance is required. Replacement of these items will be the responsibility of the homeowners association.

UNDERGROUND FACILITIES:

Underground facilities including sand and grease traps, piping, and seepage beds shall be inspected according to the schedule shown in the appendix. The following procedures should be followed when conducting the inspections:

- Inspect for hazardous waste
 - If minor amounts of hazardous waste are visible, apply sorbent materials.
 - If major amounts of hazardous waste are visible, contact a hazardous waste removal contractor.
- Remove large loose debris and sorbent materials with hand tools. Do not enter the manhole or underground facility.
- Vactor out underground facilities according to the following thresholds:
 - o Sediment and Grease Trap when accumulated sediment is 12" or deeper or when floatables cover 50% or more of the surface area.
 - o Inlet boxes when buildup in the bottom of the box is 3" or deeper
 - o Pipes when sediment build-up is 2" or deeper
 - o Underground storage chambers when sediment build-up is 3" or deeper and inspection ports
- When cleaning the underground storage chambers use the JetVac process
 - A fixed culvert cleaning nozzle with rear facing nozzle spread of 45" or more is preferable
 - o Apply multiple passes of JetVac until back-flush water is clean
 - o Vacuum manhole sump as required during jetting

4. Attachments

MINIMIZING DIRECTLY CONNECTED IMPERVIOUS AREAS (DCIAs)

Stormwater system feature	1	Are any of these conditions present?	Problem	Recommendation			
		Sediment accumulation exceeds 2" in depth	Sediment buildup on vegetation	Remove sediment carefully to avoid damaging the existing vegetation. Dispose of sediment properly.			
Landscaped or natural area		Grass becomes excessively tall or weeds invade the area	Tall grass or weeds	Mow vegetation regularly. Grass should be mowed to a height between 4-9" for best storm water treatment. Remove weeds, if necessary. Call the University of Idaho Cooperative Extension System for information on eradicating weeds in storm water systems. (Ada County) Phone: (208) 377-2107 Fax: (208) 375-8715 e-mail: ada@uidaho.edu			
		Trash and debris are present	Trash and debris accumulation	Remove waste and dispose of properly.			
		Offensive color, odor, or sludge is present	Unknown or uncharacteristic substance	Remove substance and eliminate its source. If you are unsure whether the substance is hazardous, take a sample or contact a qualified hazardous waste consultant for assistance.			
		Erosion or scouring is evident	Excessive flows or flow channelization	Re-grade and re-seed area to eliminate high velocity or channelized flows. Overseed areas where bare spots are present. Contact a licensed contractor for "heavy maintenance"			

Operations and Maintenance/Inspection Report Form

	Date	Insp'd	Maintenance Item		Check	ced Mainte	Date Maint. Completed	Comments	
riequency	Insp'd	БУ	by Maintenance item		No	Req'd			Not Req'd
S			Stormwater Swales	F W					
			Capacity						
			Vegetation						
			Banks						
Q	Parking Areas Oils & Greases								
			Debris, trash and sediment						
Q	Q 3. Streets Oils & Greases								
		Oils & Greases							
			Debris, trash and sediment						
S	4. Seepage Beds								
			Capacity						
		*	Standing water						
M 5. Sand and Grease Trap Floatables Oil Sheen Sediment buildup									
		TT TO 1	Floatables						
			Oil Sheen						
			Sediment buildup						

Frequency Key -A = Annually

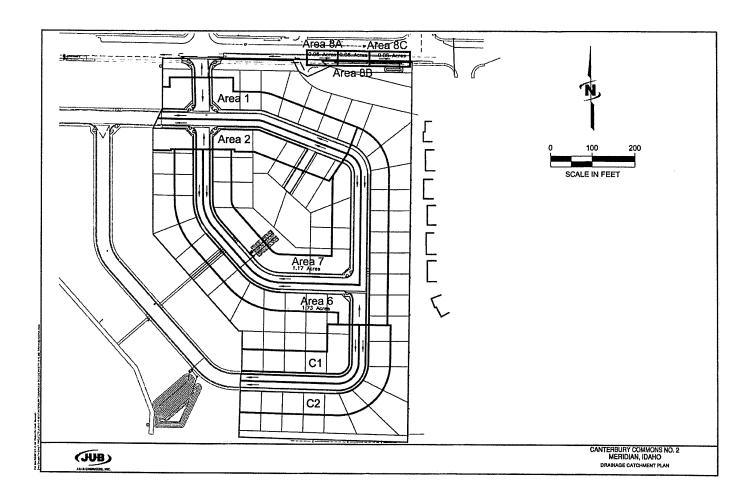
S = Semi-annually

Q = Quarterly

M = Monthly

W = Weekly

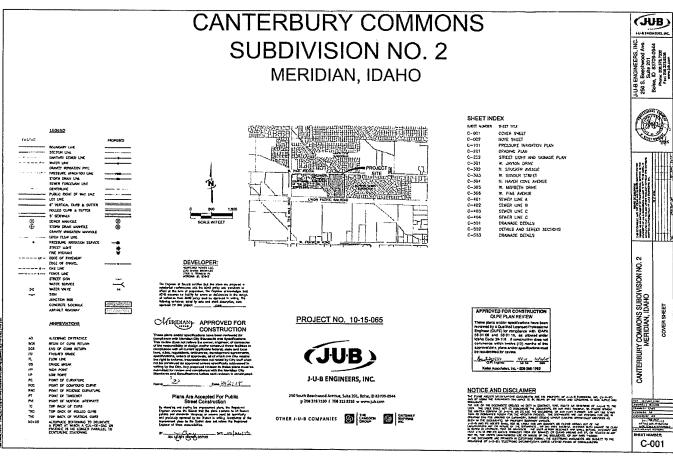
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ACHD APPROVED IMPROVEMENT PLANS







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- THE PIPE COMPACTOR SHALL REPLACE ALL PARTHYSI AND CONCRETE RELACTE FOR THE WITHLIAMON OF BATER, STREET, OR BREAKHOS HIPE, ALL PARTHYSISHED FOR EXPLACED WHIM SOME (7) CALEBOAR DAYS FROM THE THE THE PARTHYSIA AND CONCRETE IS RESILAND.
- 2. ALL STORM FAMIL FEE OF MATERIALS SPECIFED IN SPINE SECTION BOT, PART 2, SECTION 2.2, UPLESS OTHERSEE HORSE NOTED ON THE CONSTRUCTION GRAZINGS.
- ALL SENSERS, DRIVE LINES, AND STORM DWINE SHALL BE TESTED IN ACCORDANCE WITH ISPHIC DECIDEN SOC, PART 3, SELTION 3.4.
- MIL CATOL FASHO AND GWICK WHICH THE RUBLE MONT-OF-HAY SHALL SE HASHMILE MOR THE MODE SEPTEMBER IS HEREO STRUMMO SEMBLO HO. SO-FOL THEE 1, SO-FOR THE 1 OR STRUMMO SHARMA WE SE-FORM THEE, NEW-COS THE
- THE PAPE CONTRACTOR BUILL IMMITTAN A 18" MICHAIM HORSTORIA SEPARUER BETWEEN SEVER AND BAZER LIMES, AND BETWEEN STORM DRIVES AND WATER LIMES, SEE SCHEN MICH. NO. 12.
- ALL STORM DRICH WARRINGS SHALL BY CATCH MANHOLES WITH A 2" SLAFF, PER ISPIRE STD, DWG NO. SD-611.
- CTORN DRAW AND RESCAUGE SHIRLY CREASES SHALL STATE THRE! REGIME MATERIAL PLACED IN SY (6) AND LAKENS AS THE REMIC TIMELE TREACH DETAIL, DAMENG INC. CO. 201.

PAYENT REPAR FROM UTILITY WORK, ACRO

- 1. ACTUME FITCH CONDITIONS SURVING TREACHING MAY REQUIRE ASSURANCE, PARRICUM RETURN BETWEEN INC.
 BUT SHOWS DRI THE PLAN, THE FOLLOWING CONDITIONS AND UNITED IN SECTION RELIES AND PORCY.
- 2. ALL ASPIRALS MATCH LINES FOR PHATMENT BETAIN WHALL BE FARMLES. TO THE CONTINUES OF THE STREET AND REGIONS ANY AREA DAMAGES BY EQUIPMENT DURING PRINCIPUS CHEARDERS.
- 3 If the currence paraged paragent diction has do in the total major superace the extractive shall have the entire reasonst subsect.
- COMMENCER SHALL REPLACE THE IMMEMENT SHARDE TO EXISTING MATCH LIME SOCIE HOT FALL WITHOUT MERCEL FATH OF A LAMB. MATCH LIME SHARD CREY FALL IN THE CENTER OR COOK OF A "MARKE LAMP."
- ROBBERT FIL OR IMPOSED WATERS, MAY BE RECOMMED IN THE MATHER TREATHER AS INFOME.

 INSTITUTE BY ACID PROPERTOR, BUYE HAS WELL COMPACTION, STANDARDS OR THE IS A DISTRICT.

 FACTOR.
- N. ANY EXTENDING TO THESE WALES EVAL BY PRE-APPROVED IN MICTIRG BY DISTINCT STATE BEFORE COMMISSIONS BEGAN

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THE INCOMENTAL SEMENTICE OF NON-POWER SERVICE AND POWER WHITE METERS OF MALE SERVICE WAS BONG OF A MARKET THE SERVICE WAS BONG OF A MARKET WAS WAS BON A SIZIAL TRUSH BUT BUT ALL REGISTED WHICH DUT STIML BY THE CO. FOR HICH AND AN EXCON WHICH THE SHOP BUT BUT STIMLS WHICH HAVE SHOP BUT BY STIMES WE SHOULD BE SHOULD HAVE THE STIMES WE SHOULD BUT BY SHOULD HAVE THE STIMES WE SHOULD BUT BY SHOULD HAVE SHOWN AND THE SHOULD LAKE AND STIMES WHICH AND STIMES WE SHOULD HAVE SHOULD BUT SHOULD HAVE SHOULD SHOULD BUT SHOULD HAVE SHOULD S

S. LANG ALL PROJECT RESES AND FAUCES WITH BURARLE DASS CARRING THE WAVERS CHACKER-USSATE WATER OR REH-PUBLIC BATER.

E LABIL ALL VALVE BOXES AND YARTS WITH DURABLE TAGS CARPING THE MARCHIO THE CHARLE SATIRE OF MON-POTABLE WATER. THE WAINS AND BOTTES ARE TO BE LOCATED A MARCHIO OF THE 100 FEEL OF LOCATION OF THE PURISH ROOM-CHARL, PROVINCE ARROWS AND

T. DISTALL A REDUCTO PRINTING MONITOR PROVINCES IN ANY COMMICTION DETAINS THE POSSESSION AND ROLLEW AND THE PRINTING STORES, THE COURT WITE IS APPROXIMED BY THE CAMB CONTINUED OF EMPROVISION, COLLECT (COC) AND THE CITY OF METORAL WITER COMMITTEE. A THE MINIC WORSE DEPARTMENT SHALL HOPCOT ALL PARTSUREZO HINCATION UNITES A PROPERTY EXECUTION ADMINISTRATE PORT FOR PROPERTY ON HOUSE ADMINISTRATE DEPARTMENT OF THE PART APPLICABLE REPORTING (1987) HOUSE ADMINISTRATE DEPARTMENT FOR THE PARTMENT ADMINISTRATE OF REQUIPED.

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