

ADA COUNTY RECORDER

J. DAVID NAVARRO

BOISE, IDAHO

AMENDMENT TO

2002 SP 16 PM 2:34

DECLARATION OF COVENANTS, CONDITIONS AND

FEE *Callaway Ranch*DEPUTY *J. Leaper*

102105556

**RESTRICTIONS FOR CALLAWAY RANCH SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being owner of at least seventy-five percent (75%) of the Lots of Callaway Ranch Subdivision, according to the official plat thereof on file in Ada County, Idaho, under recordation no. 101115289, recorded on the 2nd day of November, 2001, in the office of the County Recorder of Ada County, Idaho, does hereby amend said Declaration of Covenants, Conditions and Restrictions for Callaway Ranch Subdivision in accordance with the amendment provisions of said Declaration of Covenants, Conditions and Restrictions as set forth in Article 6.3 of said Declaration as follows, to-wit:

Article 2 - General Restrictions, paragraph 2.1, "Land Use and Building Type," the paragraph entitled "Residential" is hereby amended by adding the sentence indicated by the double-underlined additional language that follows:

Residential. No Lot shall be used except for residential purposes , and no Lot shall be used for the conduct of any trade, business or professional activity. However, a professional may have a home office so long as he/she does not see clients, accept business deliveries, or have any signage on the premises. No building shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than . . .

Such double-underlined sentence is hereby adopted and added to said paragraph, with all remaining language of said Article 2 remaining the same, except for the following:

Article 2 - General Restrictions, paragraph 2.1 "Land Use and Building Type," a new subsection 2.1.4 shall be added and subpart 2.1.4 shall become 2.1.5 and all numbering thereafter through 2.1.13 (now 2.1.14) shall be changed. Subsection 2.1.4 shall state:

2.1.4 Live and Waste Ditch Responsibility. Located on certain of the Lots within the Subdivision are piped live ditches carrying irrigation water and pipe waste ditches carrying irrigation water. The maintenance of those several ditches throughout the subdivision shall be the responsibility to the Homeowners Association and the Homeowners Association shall timely care for the same.

Such new subsection 2.1.4 is hereby adopted and added to said paragraph, with all remaining language of said Article 2 remaining the same.

This Amendment, along with the original Declaration of Covenants, Conditions and Restrictions for Callaway Ranch Subdivision shall constitute and become the Declaration of Covenants, Conditions and Restrictions for Callaway Ranch Subdivision as amended. The entire language of Article 2, which includes the additional sentence double-underlined above, and all other terms and conditions of the original Declaration of Covenants, Conditions and Restrictions for Callaway Ranch Subdivision, shall remain in full force and effect, and be read together. If there is a conflict between any of the Covenants, Conditions or Restrictions with this Amendment, this Amendment shall control.

In accordance with Article 6 of the Declaration of Covenants, Conditions and Restrictions, the below named has the authority to alter or amend the Declaration of Covenants, Conditions and Restrictions. The entity signing this Amendment is the owner of at least seventy-five percent (75%) of the Lots of Callaway Ranch Subdivision and specifically, Lots 1, 2, 3, 4, 5, 6, 10, 11, 13, 14, 15, 16, 17 of Block 1 and Lots 1, 2, 5, 6, 7, 10, 11, 12, 13 and 14 of Block 2 of Callaway Ranch Subdivision, and said owner sets its hand hereto this 16 day of September, 2002, by and through its Managing Member, Charles ~~W~~ Ward.

**Annelise Development, LLC**

By *Charles Ward*  
Charles Ward, Managing Member

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 16 day of September, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES WARD, known to me to be the Managing Member of ANNELISE DEVELOPMENT, LLC, the limited liability company that executed the within instrument and acknowledged to me that such limited liability company executed the same.

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



*Beverly Bryant*  
Notary Public for Idaho  
Residing at: BOLSE Id  
Commission Expires: 8/23/2009