



**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF SAGUARO CANYON SUBDIVISION
(ANNEXING SAGUARO CANYON SUBDIVISION NO. 3)**

THIS SUPPLEMENTAL DECLARATION is made as of the 21st day of February, 2006, to the Declaration of Covenants, Conditions and Restrictions of Saguaro Canyon Subdivision, Instrument No. 105110395 of the Ada County Recorder's Office by Farwest L.L.C., the "Declarant" therein.

RECITALS:

A. Declarant is the owner of certain real property in Ada County, State of Idaho, more particularly described as follows:

All of that certain real property included in the plat of Saguaro Canyon Subdivision No. 3, Instrument No. 106026209 records Ada County, Idaho.

The above described parcel of real property is hereinafter referred to as the "Annexed Property."

B. Pursuant to Article 11 Annexation of the referenced Declaration, Declarant desires to impose upon the Annexed Property, the rights, privileges, restrictions, covenants and easements provided for in the Declaration.

ARTICLE 1: ANNEXED PROPERTY.

1.1 Annexed Property. The Declarant hereby imposes upon the Annexed Property all easements, conditions, covenants, restrictions and reservations as set forth in the Declaration and any Amendments thereto, and the same shall run with the Annexed Property and be binding upon all parties now or hereafter having right, title or interest therein or to any part thereof.

1.2 Common Area. The following Lots of the Annexed Property shall be additional Common Area pursuant to the terms and conditions of the Declaration:

Lot 64, Block 1; Lots 9 and 15, Block 21; Lot 1, Block 23; Lot 13, Block 24; Lot 8, Block 25; Lots 13 and 29, Block 31; Lot 6, Block 32; Lots 9 and 17, Block 33

Said Lot 13, Block 31 shall have a blanket water easement in favor of the City of Meridian.

1.3 Drainage Lots. All of Lot 9, Block 33; and portions of Lot 29, Block 31, are servient to and contain the ACHD storm water drainage system. These lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411, official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.

1.4 Plat. "Plat" in reference to the Annexed Property shall mean and refer to that certain plat of Saguaro Canyon Subdivision No.3, which plat covers and subdivides all of the Annexed Property.

IN WITNESS WHEREOF, the Declarant has set his hand and seal as of the date and year first above written.

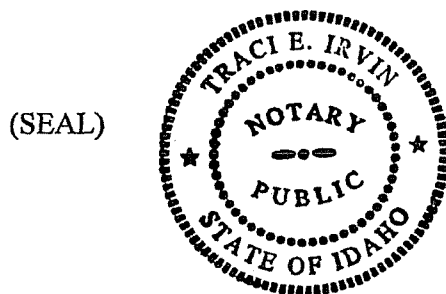
FARWEST L.L.C.

By Marty Goldsmith
Marty Goldsmith, its Member

STATE OF IDAHO)
: ss.
County of Ada)

On this 21st day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Marty Goldsmith, known and identified to me to be the Member of FARWEST L.L.C., the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Traci E. Irvin
Notary Public for Idaho
Residing at Eagle, Idaho
Commission expires: 5/12/06



**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SAGUARO CANYON SUBDIVISION**

This Amendment is made by Farwest, L.L.C. (the "Declarant") to those certain Covenants, Conditions and Restrictions of Saguaro Canyon Subdivision (the "Declaration"), recorded as Instrument No. 105110395, records Ada County, Idaho and the First Amendment thereto, recorded as Instrument No. 106051336, records Ada County, Idaho. This Second Amendment is made pursuant to the authority granted to the Declarant under Sections 12.4 and 6.3 of the Declaration.

AMENDMENT

ARTICLE 4.17(b) shall be amended to read in its entirety as follows:

- (b) The initial landscaping shall include, as a minimum, trees, sod, and flower beds all as more particularly required by the ACC Design and Landscape Standards. All plants shall be selected from the ACC's approved plant list. The use of mounds and sculptures in planting areas is encouraged.

ARTICLE 4.17(e) shall be amended to read in its entirety as follows:

- (e) The five (5) foot wide landscape area between sidewalk and curb of each Lot (hereinafter referred to as "The Median") shall be landscaped by the Lot Owner with trees, sod, and flower beds all as more particularly required by the ACC Design and Landscape Standards, except that The Median on lots affected by ACHD's seepage bed buffer requirements (the "Affected Lots") shall remain free of all encroachments and obstructions, including trees and flower beds. The following Affected Lots are to be landscaped by the Lot Owner with sod only:

- Lot 8, Block 20, Saguaro Canyon No. 3 – Affecting frontage on E. Giant Saguaro St.
- Lot 2, Block 21, Saguaro Canyon No. 3
- Lot 3, Block 21, Saguaro Canyon No. 3
- Lot 4, Block 21, Saguaro Canyon No. 3
- Lot 20, Block 21, Saguaro Canyon No. 3
- Lot 21, Block 21, Saguaro Canyon No. 3
- Lot 22, Block 21, Saguaro Canyon No. 3
- Lot 23, Block 21, Saguaro Canyon No. 3
- Lot 24, Block 21, Saguaro Canyon No. 3
- Lot 1, Block 29, Saguaro Canyon No. 3 – Affecting frontage on N. Claret Cup Way
- Lot 2, Block 29, Saguaro Canyon No. 3
- Lot 3, Block 29, Saguaro Canyon No. 3
- Lot 4, Block 29, Saguaro Canyon No. 3

- Lot 5, Block 29, Saguaro Canyon No. 3
- Lot 6, Block 29, Saguaro Canyon No. 3
- Lot 7, Block 29, Saguaro Canyon No. 3
- Lot 8, Block 29, Saguaro Canyon No. 3
- Lot 9, Block 29, Saguaro Canyon No. 3
- Lot 2, Block 30, Saguaro Canyon No. 3
- Lot 3, Block 30, Saguaro Canyon No. 3
- Lot 4, Block 30, Saguaro Canyon No. 3
- Lot 22, Block 31, Saguaro Canyon No. 3 – Affecting frontage on N. Red Hills Ave.
- Lot 38, Block 31, Saguaro Canyon No. 3
- Lot 39, Block 31, Saguaro Canyon No. 3
- Lot 40, Block 31, Saguaro Canyon No. 3
- Lot 41, Block 31, Saguaro Canyon No. 3
- Lot 42, Block 31, Saguaro Canyon No. 3
- Lot 30, Block 33, Saguaro Canyon No. 3
- Lot 31, Block 33, Saguaro Canyon No. 3
- Lot 32, Block 33, Saguaro Canyon No. 3
- Lot 33, Block 33, Saguaro Canyon No. 3
- Lot 34, Block 33, Saguaro Canyon No. 3 – Affecting frontage on E. Pasacana St.
- Lot 25, Block 21, Saguaro Canyon No. 4
- Lot 3, Block 27, Saguaro Canyon No. 4
- Lot 4, Block 27, Saguaro Canyon No. 4
- Lot 5, Block 27, Saguaro Canyon No. 4

ARTICLE 6.6(a) shall be amended to read in its entirety as follows:

- (a) Operation and Maintenance of Common Area. Perform, or provide for the performance of, the operation, maintenance and management of the Common Area, Common Facilities and landscape easement areas, if any, owned or controlled by the Association, including:
- (1) to repair and replace property or improvements thereon damaged or destroyed by casualty loss;
 - (2) to maintain, repair and replace facilities, if any, installed by the Declarant and/or an irrigation district for delivery of irrigation water to the Lots or over the Lots;
 - (3) to maintain, manage, repair or replace all other property owned or controlled by the Association;
 - (4) to remove, repair and replace property, improvements, and landscape materials when necessary so that ACHD can perform maintenance work on the seepage beds located in the Subdivision; and
 - (5) to perform, or provide for the performance of, any warranty work on any Common Facilities installed by the Declarant until the expiration of any such warranty period.



**THIRD AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SAGUARO CANYON SUBDIVISION**

This Amendment is made by Farwest L.L.C. (the "Declarant") to those certain Covenants, Conditions and Restrictions of Saguario Canyon Subdivision (the "Declaration"), recorded as Instrument No. 105110395 (re-recorded as Instrument No. 105132969), records Ada County, Idaho; the First Amendment thereto, recorded as Instrument No. 106051336, records Ada County, Idaho; and the Second Amendment thereto, recorded as Instrument No. 106148237. This Third Amendment is made pursuant to the authority granted to the Declarant under Sections 12.4 and 6.3 of the Declaration.

AMENDMENT

ARTICLE 2: 2.1(f) shall be amended to read in its entirety as follows:

- (f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem, including the maintenance of the Common Area landscaping and the Common Facilities with a southwestern desert design in order to assure a consistent visual quality and harmonious appearance consistent with a southwestern desert design.

ARTICLE 6.6(a) and Article 6.6(b) shall be amended to read in their entirety as follows:

- 6.6 (a) Operation and Maintenance of Common Area. Perform, or provide for the performance of, the operation, maintenance and management of the Common Area, Common Facilities and landscape easement areas, if any, owned or controlled by the Association, including:
- (1) to repair and replace property or improvements thereon damaged or destroyed by casualty loss;
 - (2) to maintain, repair and replace facilities, if any, installed by the Declarant and/or an irrigation district for the delivery of irrigation water to the Lots, or over the Lots;
 - (3) to maintain, manage, repair or replace all other property owned or controlled by the Association;
 - (4) to remove, repair and replace property, improvements, and landscape materials when necessary so that ACHD can perform maintenance work on the seepage beds located in the Subdivision; and
 - (5) to perform, or provide for the performance of, any warranty work on any Common Facilities installed by the Declarant until the expiration of any such warranty period.

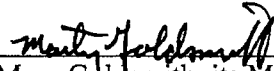
6.6 (b) Maintenance of Landscaped Areas.

Periodically, at least annually, prune the trees planted in the landscaped median between the subdivision sidewalks and curbs such that there is maintained eight (8) feet of clearance between the tree limbs and both the sidewalk and street surfaces and so that all suckers growing from the base of such trees are removed. In addition the Association shall periodically, and on a regular basis during the growing season, care and maintain any and all landscaped areas on the Common Areas or otherwise subject to the control of the Association, including, but not limited to watering, mowing and fertilizing of grassed areas, as well as the watering, fertilizing and pruning of trees and shrubs as required on the Common Areas.

All duties performed by the Association under this provision shall be in compliance with adopted Association Rules, and consistent with the purpose of the Declaration as stated in Article 2.1(f). The Declarant has landscaped the Common Areas in a southwestern theme utilizing cactus, succulents, shrubs, ground covers and grasses consistent with such southwestern landscape design. The Association shall maintain the southwestern theme and maintain, repair, and utilize the same or similar desert plant materials originally installed in the Common Areas, and as more particularly set forth in those certain as built Saguaro Canyon drawings prepared by Harvest Design P.C., consisting of Sheets LS-1 through LS-8 and dated June 30, 2007 (the "Drawings"). Although such Drawings specifically outline the landscape plantings for Phases 1 and 2 of the Subdivision, the Association agrees to maintain similar southwestern desert landscaping and plant materials that have or shall be installed by the Declarant in future phases of the Subdivision. Additionally, the Association shall maintain and replant annually the annual flowers depicted in the hatch pattern on the Drawings as well as in the photographs made part of the Drawings on Sheet L-1-A.

IN WITNESS WHEREOF, the Declarant has set his hand and seal as of the 11th day of July, 2008.

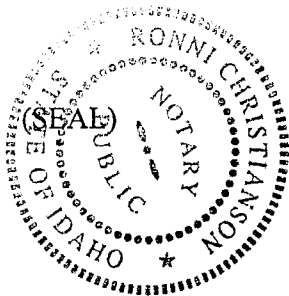
FARWEST, L.L.C.

By 
Mary Goldsmith, its Member

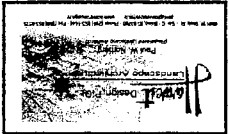
STATE OF IDAHO)
) ss.
 County of Ada)

On this 11th day of July, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Marty Goldsmith, known and identified to me to be a Member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

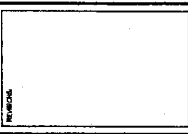
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Ronni Christianson
 Notary Public for Idaho
 Residing at Boise, Idaho
 Commission expires: 6-30-2010



GAGUARO CANYON SUB. RECORD DWGS
 PROJECT DEVELOPER
 MERIDIAN D&G
 FLAGSBERT LLC, 4457 DRESDEN PLACE STE. 102
 BOISE, IDAHO 83706
 PHONE: (208) 388-0189 FAX: (208) 316 2041



SHEET TITLE		SITE PHOTOS	
TOWN	TRIP	DATE	NO. OF SHEETS
		CHECKED	
		DATE	
		BY	
		SCALE	

L5-1-A



CENTER PLANTERS, RE: SHEET L5-4 AND 8



CENTER PLANTERS, RE: SHEET L5-4 AND 8



COTTON AREA, RE: ALL SHEETS



FRONTAGE, RE: SHEET L5-2



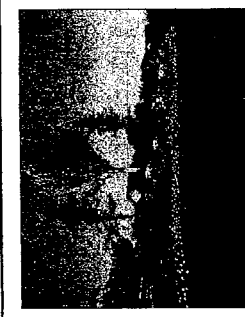
COTTON AREA, RE: SHEET L5-6



FRONTAGE, RE: SHEET L5-2



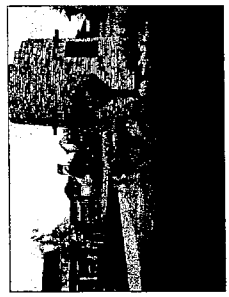
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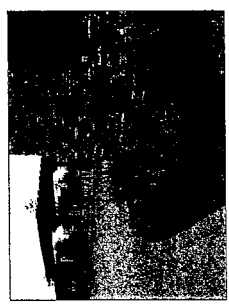
FRONTAGE, RE: SHEET L5-2



SEATING AREA, RE: SHEET L5-3



KIVA/POOL AREA, RE: SHEET L5-5



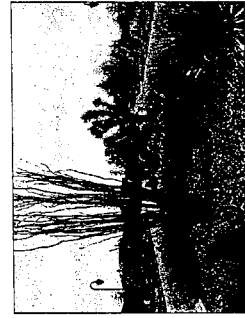
KIVA/POOL AREA, RE: SHEET L5-5

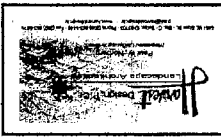


KIVA/POOL AREA, RE: SHEET L5-5



CENTER ISLAND PLANTING EXAMPLES, RE: SHEET L5-8



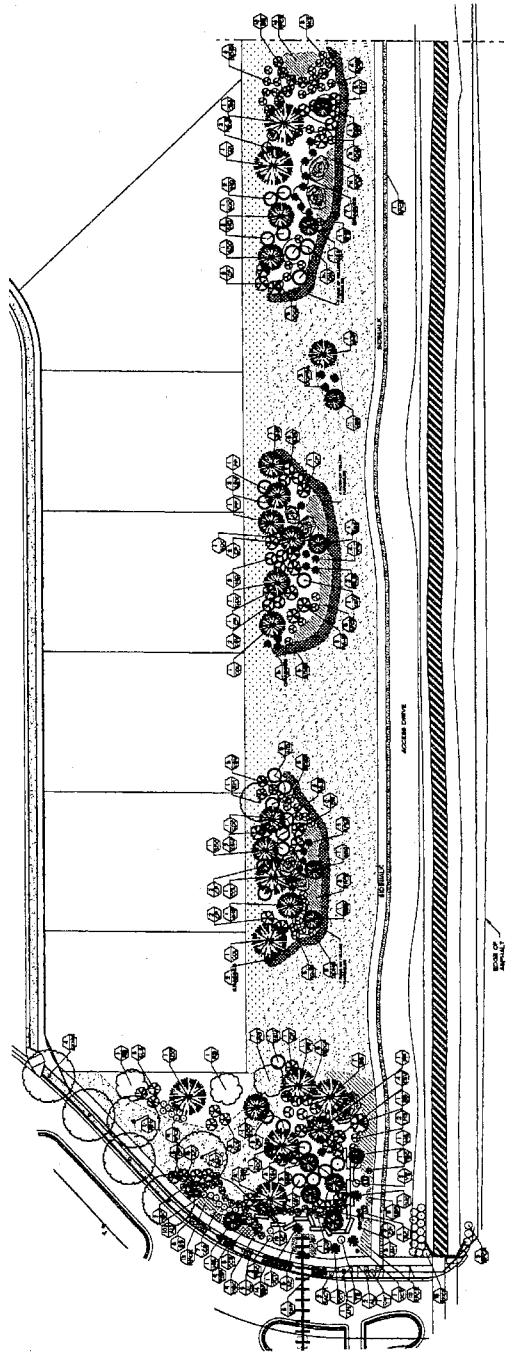
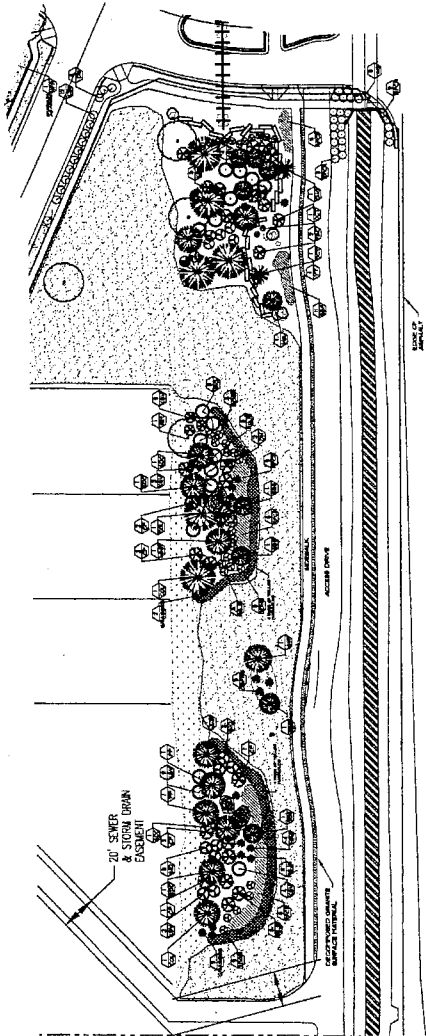
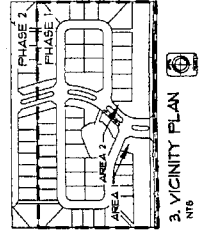


PROJECT NAME
 LOCATION
 DATE
 DRAWN BY
 CHECKED BY
 PROJECT NO.

SAGUARO CANYON SUB RECORD DUGS
 PROJECT DESIGNER
 MERIDIAN, IDAHO
 FARBEST LLC 4481 DRESSDEN PLACE STE 102
 BOISE, IDAHO
 PHONE: (208) 388-0709 FAX: (208) 376-2041

PROJECT NO.
 DATE
 DRAWN BY
 CHECKED BY
 PROJECT NO.

PROJECT TITLE
LANDSCAPE PLANTING PLAN
 DRAWN BY
 DATE
 CHECKED BY
 PROJECT NO.
 SHEET
LS-2



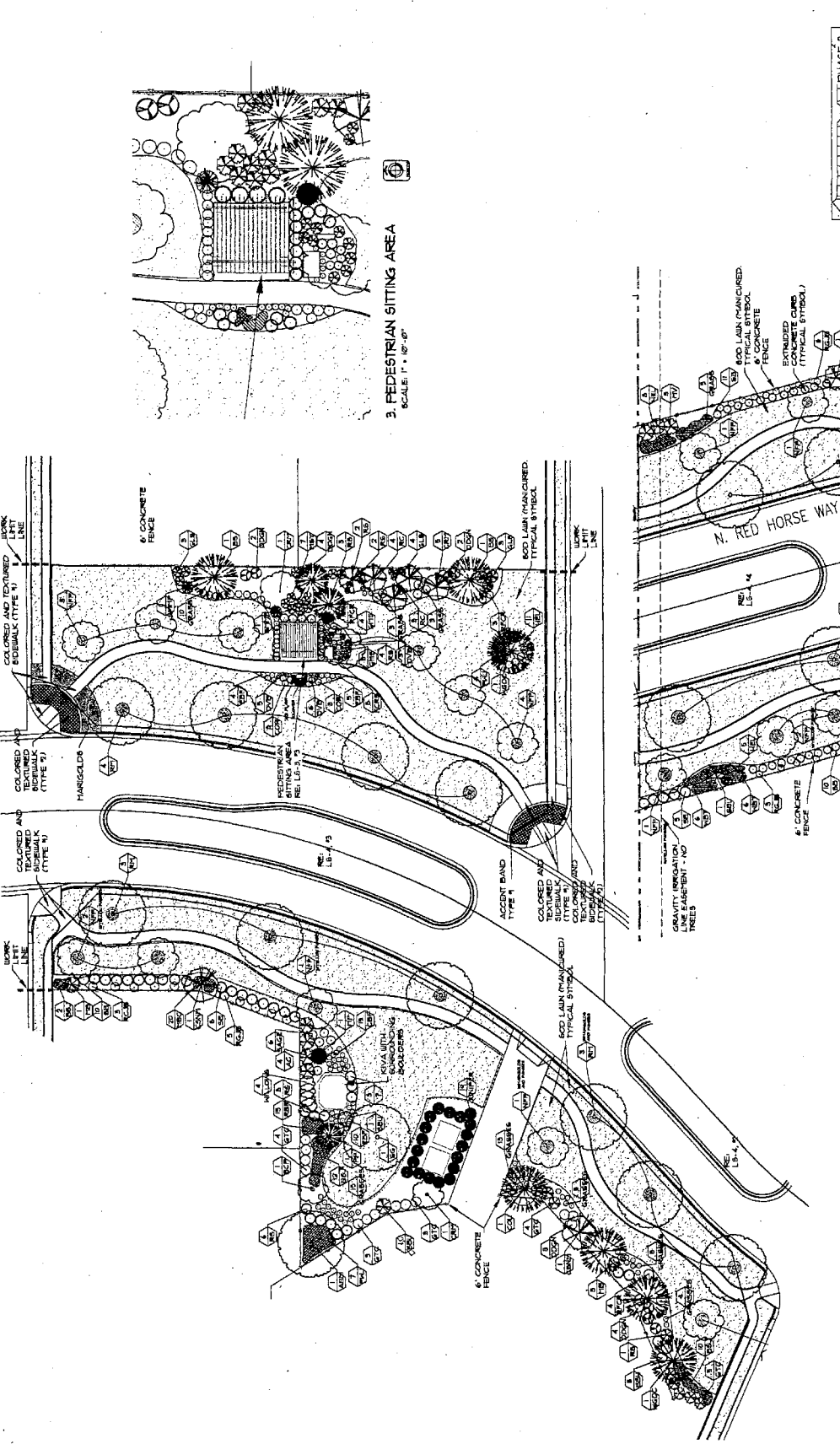
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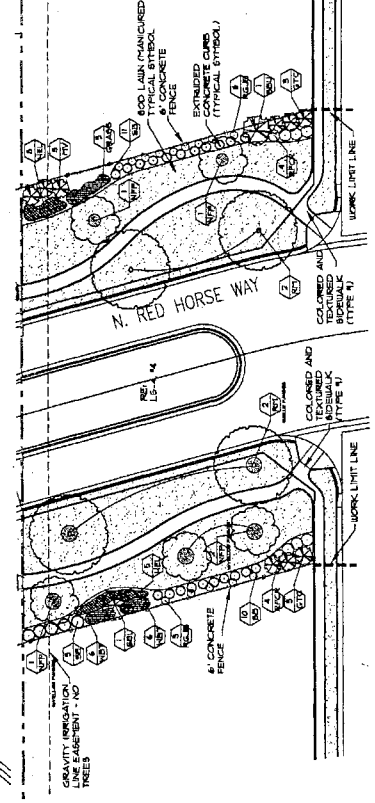
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 PROJECT DATE: 11/15/05
 PROJECT LOCATION: 4491 DRESDEN PLACE BLDG. NO. 2
 PROJECT DEVELOPER: F. HANFEST L.L.C.
 PHONE: (202) 388-0188 FAX: (202) 316-1041

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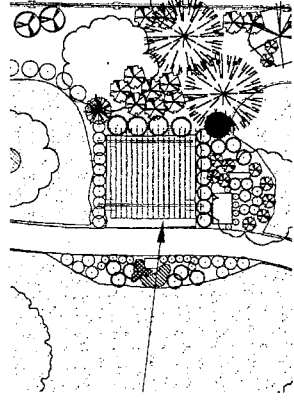
PROJECT	LANDSCAPE PLANNING PLAN
OWNER	F.H.
DATE	11/15/05
DESIGNER	J.M.
SHEET	16-3



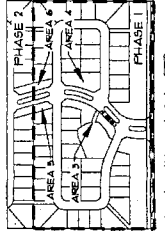
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SCALE: 1" = 20'-0"



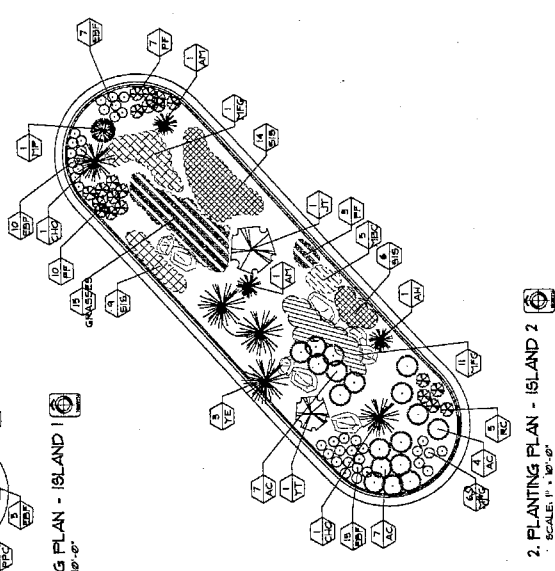
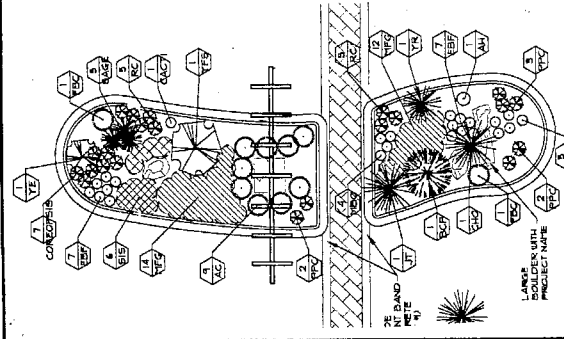
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SCALE: 1" = 20'-0"



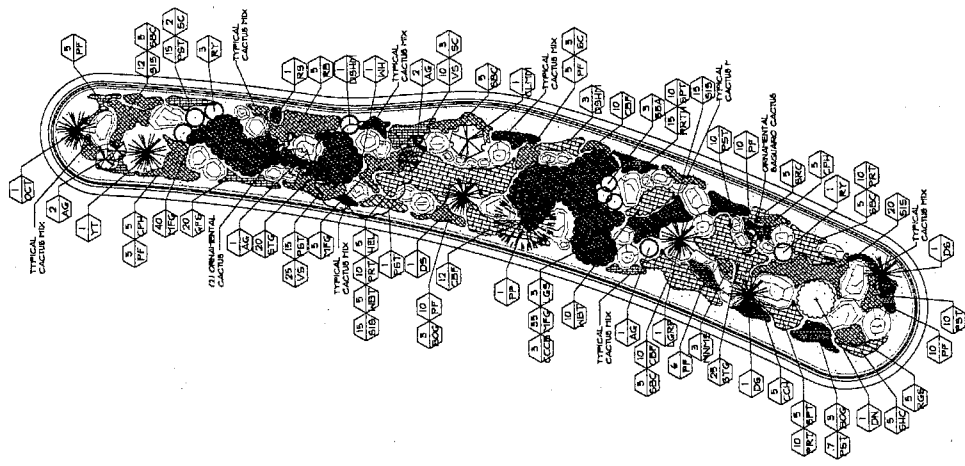
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SCALE: 1" = 10'-0"



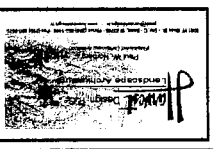
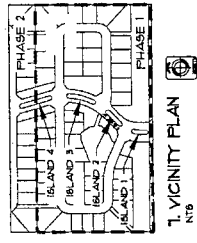
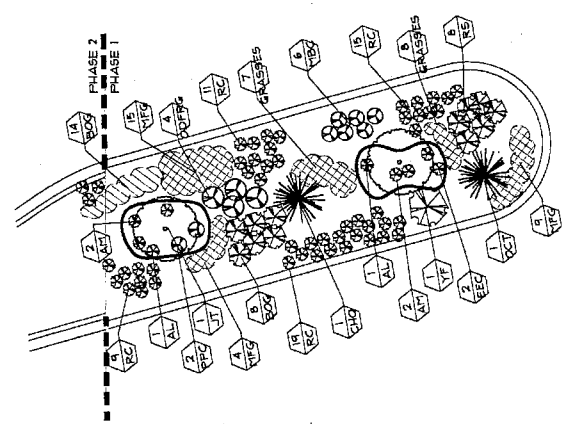
4. VICINITY PLAN
NTS



3. PLANTING PLAN - ISLAND 3
SCALE: 1" = 10'-0"



4. PLANTING PLAN - ISLAND 4
SCALE: 1" = 10'-0"



LANDSCAPE ARCHITECTS
1000 N. 10TH AVENUE, SUITE 100
BOISE, IDAHO 83702
PHONE: (208) 333-0285 FAX: (208) 376-2041

PROJECT NUMBER: 1000
PROJECT NAME: SAGUARO CANYON SUB-RECORD DWGS
DESIGNER: MERIDIAN, IDAHO
CLIENT: FANLETT L.L.C., 4421 DRESDEN PLACE STE 102
BOISE, IDAHO
PHONE: (208) 333-0285 FAX: (208) 376-2041

DATE	DESCRIPTION

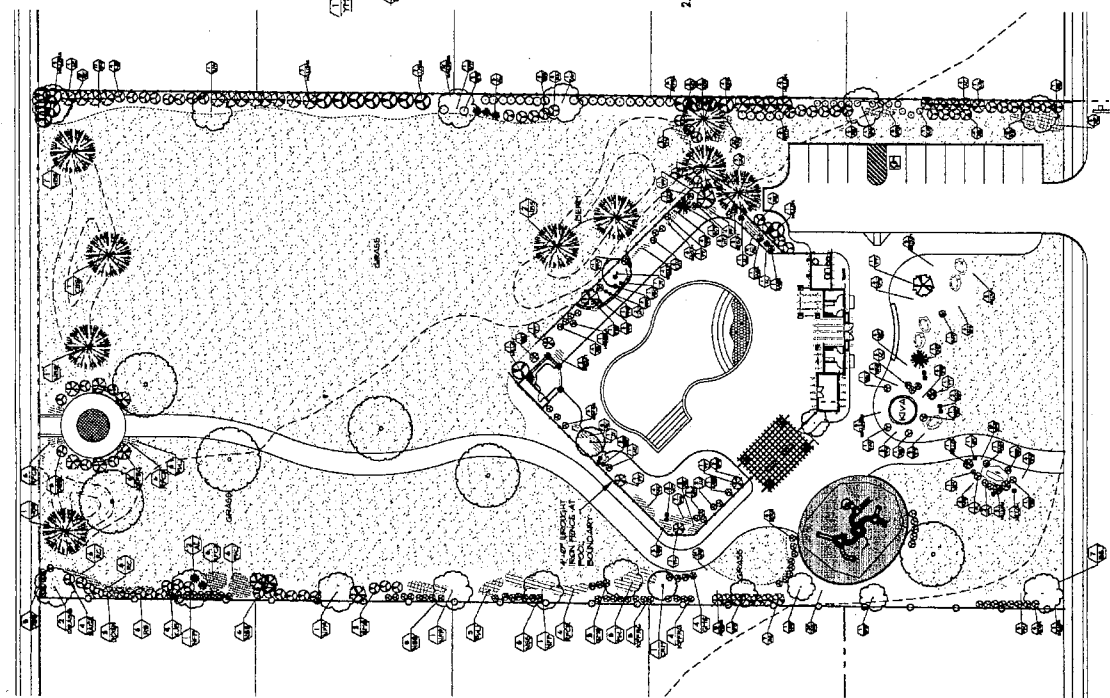
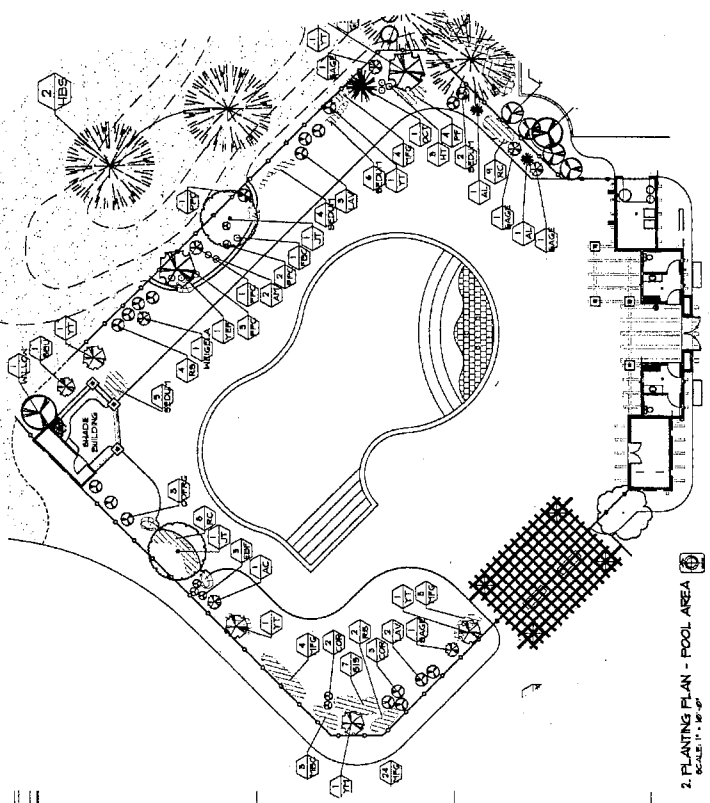
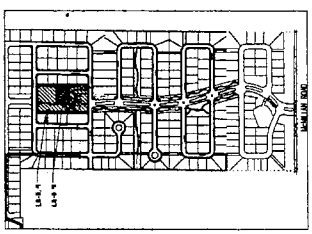
DATE	DESCRIPTION

PROJECT NUMBER: 1000
PROJECT NAME: SAGUARO CANYON SUB-RECORD DWGS
DESIGNER: MERIDIAN, IDAHO
CLIENT: FANLETT L.L.C., 4421 DRESDEN PLACE STE 102
BOISE, IDAHO
PHONE: (208) 333-0285 FAX: (208) 376-2041

PROJECT: SAGUARO CANYON SUBDIVISION RECORD DRAINAGE
 PREPARED BY: MERRIDIAN IDAHO CONSTRUCTION
 PROJECT NO.: 4487 PRESHEN PLACE SITE 203
 DATE: 02/28/08
 DRAWN BY: [REDACTED]

DATE	NO.	DESCRIPTION
02/28/08	1	ISSUED FOR PERMIT
02/28/08	2	ISSUED FOR RECORD

15-5



SITE EQUIPMENT AS FOLLOWS:
 1. TREE: 1" DBH, 6' TALL
 2. SHRUB: 1" DBH, 6' TALL
 3. 6" DBH, 6' TALL
 4. 8" DBH, 6' TALL
 5. 10" DBH, 6' TALL
 6. 12" DBH, 6' TALL
 7. 14" DBH, 6' TALL
 8. 16" DBH, 6' TALL
 9. 18" DBH, 6' TALL
 10. 20" DBH, 6' TALL
 11. 22" DBH, 6' TALL
 12. 24" DBH, 6' TALL
 13. 26" DBH, 6' TALL
 14. 28" DBH, 6' TALL
 15. 30" DBH, 6' TALL

1. EXTENDED CONCRETE
 2. CURB BOUNDARY
 3. 4" DBH, 6' TALL
 4. 6" DBH, 6' TALL
 5. 8" DBH, 6' TALL
 6. 10" DBH, 6' TALL
 7. 12" DBH, 6' TALL
 8. 14" DBH, 6' TALL
 9. 16" DBH, 6' TALL
 10. 18" DBH, 6' TALL
 11. 20" DBH, 6' TALL
 12. 22" DBH, 6' TALL
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 15. 28" DBH, 6' TALL
 16. 30" DBH, 6' TALL

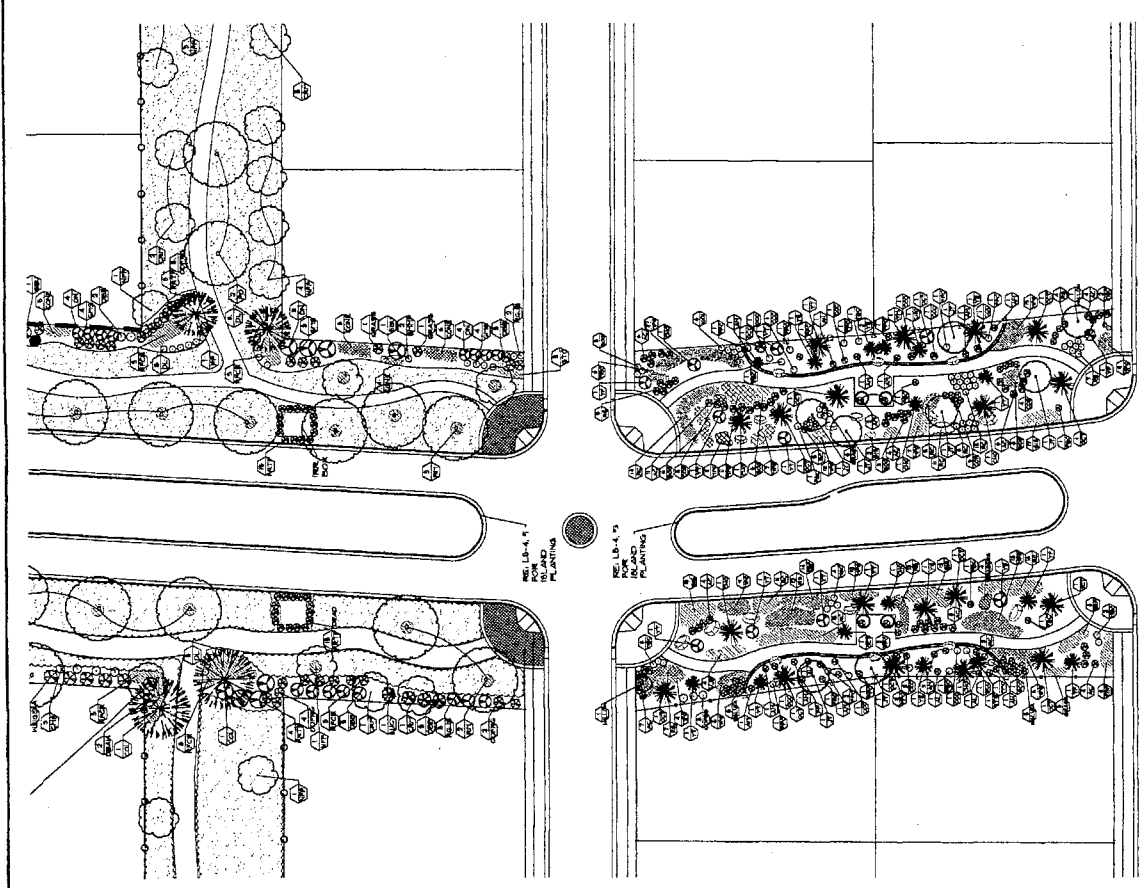


DATE	11/11/11
BY	...
CHECKED	...
DATE	...
SCALE	...
PROJECT	...
NO.	...
DATE	...
BY	...
CHECKED	...
DATE	...

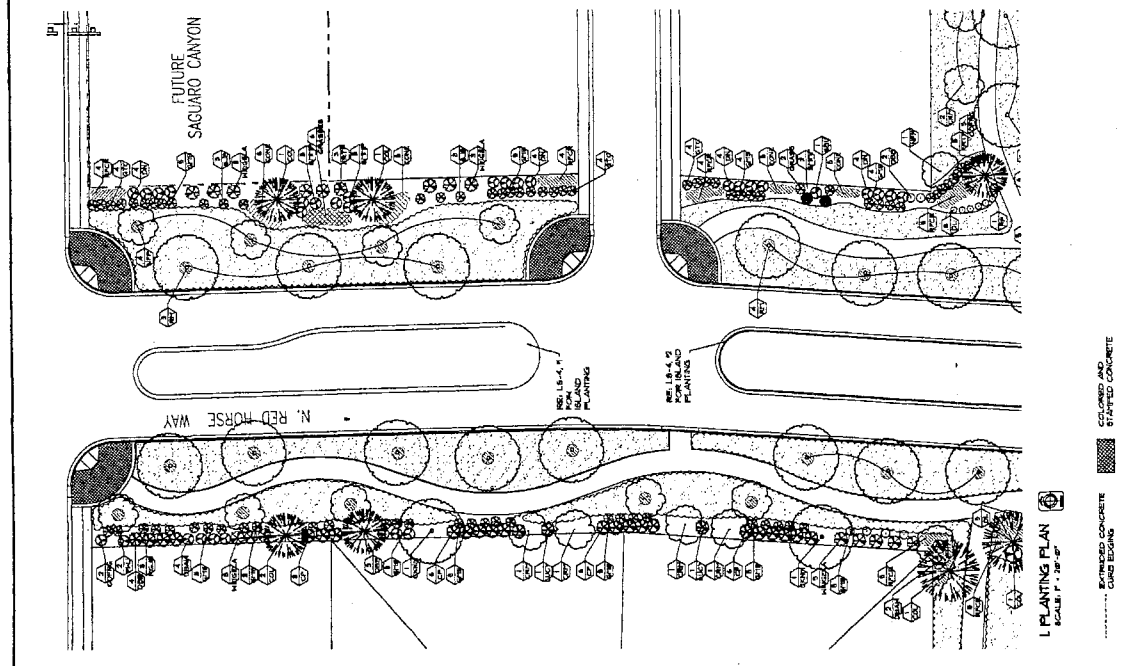
SAGUARO CANYON SUBDIVISION RECORD DRAW
PROJECT NO. 111111
DATE 11/11/11
BY ...
CHECKED ...
DATE ...
SCALE ...
PROJECT ...
NO. ...
DATE ...
BY ...
CHECKED ...
DATE ...

PHONE: (951) 358-0853 FAX: (951) 376-1054
BOSS (DRAW)
FOREST LLC 4481 DRESDEN PLACE STE 107
MIRAMONTE, CA 92551
CONSTRUCTION

DATE	11/11/11
BY	...
CHECKED	...
DATE	...
SCALE	...
PROJECT	...
NO.	...
DATE	...
BY	...
CHECKED	...
DATE	...



2. PLANTING PLAN
SCALE: 1" = 30'-0"



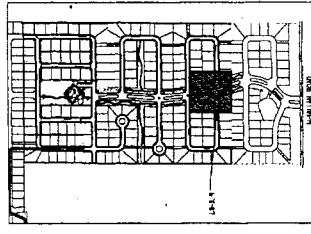
1. PLANTING PLAN
SCALE: 1" = 30'-0"

EXPANDED CONCRETE CURB TYPING
COLORED AND STIPPLED CONCRETE

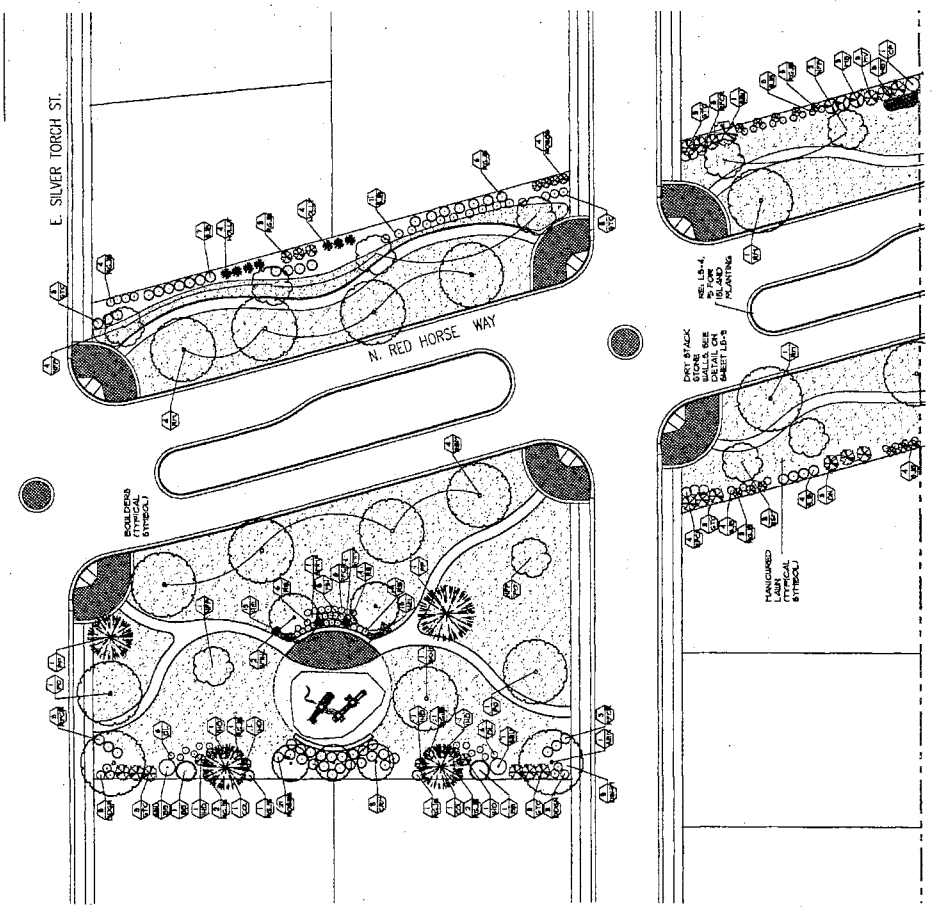
PROJECT NO. 1028-386-0199
 PHONE: 702.386.0199 FAX: 702.376.3244
 SAGIARDO CANYON SUBDIVISION RECORD DUGS
 CONSTRUCTION
 MERRILL IDAHO
 FOREST L.L.C.
 4437 DRESDEN PLACE STE K23
 BOISE IDAHO

DATE: 08/11/11
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 PROJECT NO. 1028-386-0199
 SHEET NO. L5-T

1. PLANTING PLAN
 SCALE: 1" = 30' 0"



2. VICINITY PLAN
 1/8" = 100'



1. PLANTING PLAN
 SCALE: 1" = 30' 0"

THE UNIVERSITY OF UTAH
 IN AN EFFORT TO PROMOTE SUSTAINABLE DESIGN CHALLENGERS
 TO DESIGN AND CONSTRUCT SUSTAINABLE BUILDINGS
 CONSIDER THE FOLLOWING GUIDELINES:

- EXPANDED CONCRETE
- COLORED AND STAMPED CONCRETE

**FOURTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SAGUARO CANYON SUBDIVISION**

This Amendment is made by Farwest L.L.C. (the "Declarant") to those certain Covenants, Conditions and Restrictions of Saguaro Canyon Subdivision (the "Declaration"), recorded as Instrument No. 105110395 (re-recorded as Instrument No. 105132969), records Ada County, Idaho; the First Amendment thereto, recorded as Instrument No. 106051336, records Ada County, Idaho; the Second Amendment thereto, recorded as Instrument No. 106148237; and the Third Amendment thereto, recorded as Instrument No. 108080814.

This Fourth Amendment is made pursuant to the authority granted to the Declarant under Sections 12.4 and 6.3 of the Declaration.

WHEREAS, pursuant to Section 1.34 of the Declaration the Transition Date cannot occur at least until the date the Declarant owns ten percent (10%) or less of the Lots; and

WHEREAS, the fourth and final phase, Saguaro Canyon Subdivision No. 4, was recorded on or about February 22, 2006, and the completion of the construction of all Lots in the Subdivision was completed shortly thereafter; and

WHEREAS, the Declarant is willing to yield its exclusive control of the Association and to franchise each Member, thereby transitioning the control of the Association from the Declarant to the Owners.

NOW, THEREFORE, the undersigned in its capacity as the Declarant, hereby amend the Declaration and imposes upon the Subject Property the following amendments, which shall run with the Subject Property and be binding upon all parties now or hereafter having any right, title or interest therein:

AMENDMENTS

ARTICLE 1: 1.34 shall be amended by deleting it and replacing in its entirety as follows:

1.34 *Transition Date* shall mean the date that the Declarant causes to be recorded this Fourth Amendment in the office of the Ada County Recorder's Office

ARTICLE 12.4 shall be deleted and amended to read in its entirety as follows:

12.4 Amendments. Excepting Section 9.4 of the Declaration; the First Amendment to Declaration; the Second Amendment to Declaration; the Third Amendment to Declaration; this Fourth Amendment; and the easements granted in the Declaration for utilities and water distribution facilities (all of the foregoing collectively referred to as the "**Excepted Provisions**"), any of the

