

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/29/06 03:44 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Michael Homan

AMOUNT 12.00

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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND NOTICE OF ANNEXATION
FOR SADDLEBROOK SUBDIVISION PHASES 5 and 6**

KNOW ALL MEN BY THESE PRESENTS that Saddle Brook Development I, LLC., an Idaho limited liability company, (hereinafter "Declarant"), is the owner of that certain real property located in Ada County, Idaho, described as Saddlebrook Subdivision Phase 5, according to the official plat thereof, recorded on November 16th 2006, 2006, as Instrument No. 106180886 in Book 97 of Plats, at pages 12087-12089 records of Ada County, Idaho and Saddlebrook Subdivision Phase 6, according to the official plat thereof, recorded on November 27th 2006, 2006, as Instrument No. 106185711 in Book 97 of Plats; at pages 12101-12106, records of Ada County, Idaho (hereinafter the "Real Property").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Saddlebrook Subdivision, was recorded as Instrument No. 103157977, records of Ada County, Idaho (hereinafter the "Declaration"); and

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Saddlebrook Subdivision Phase 2 (hereinafter the "Phase 2 Supplement"), was recorded on December 6, 2004 as Instrument No. 104153918, records of Ada County, Idaho; and

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Saddlebrook Subdivision Phase 3 (hereinafter the "Phase 3 Supplement"), was recorded on March 6, 2006, as Instrument No. 106034034, records of Ada County, Idaho; and

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Saddlebrook Subdivision Phase 4 (hereinafter the "Phase 4 Supplement"), was recorded on March 9, 2006, as Instrument No. 106036703, records of Ada County, Idaho; and

WHEREAS, an Amendment to Declaration of Covenants, Conditions and Restrictions of Saddlebrook Subdivision (hereinafter the "First Amendment"), which First Amendment was recorded on December 6, 2004 as Instrument No. 104153918 records of Ada County, Idaho; and

WHEREAS, a Second Amendment to Declaration of Covenants, Conditions and Restrictions of Saddlebrook Subdivision (hereinafter the "Second Amendment"), was recorded on May 13, 2005 as Instrument No. 105060379 records of Ada County, Idaho; and

WHEREAS, the Declaration, the Phase 2 Supplement, the Phase 3 Supplement, the Phase 4 Supplement, the First Amendment and the Second Amendment shall collectively be hereinafter referred to as the "Original Covenants"; and

WHEREAS, Article XIV of the Declaration provides for the annexation of additional real property into the Saddlebrook Subdivision project by recording a notice of annexation or supplemental declaration containing the information required therein;

NOW, THEREFORE, pursuant to Article XIV of the Declaration, Declarant hereby declares that the Real Property shall be held, sold, conveyed and subject to the Original Covenants, which Original Covenants are hereby incorporated by this reference as if fully set forth herein, except that the following paragraphs of the Original Covenants shall be amended as follows in respects to the Real Property described hereinabove:

(1) Article I, Section 2, "PROPERTIES" shall mean and refer to the Real Property hereinbefore described in addition to the Real Property described in the Original Covenants.

(2) Article I, Section 3, "COMMON AREA" shall mean and refer to Lot 9, Block 11 of Saddlebrook Subdivision Phase 5, and Lots 22 and 37, Block 3, Lot 29, Block 7, Lot 40, Block 10, Lots 1, 14 and 21, Block 13 and Lot 7, Block 14 of Saddlebrook Subdivision Phase 6, according to the official plats thereof, in addition to the real property described as Common Area in the Original Covenants.

(3) Article I, Section 6, "DECLARANT" shall, for purposes of this Supplemental Declaration, mean and refer to Saddle Brook Development I, LLC, an Idaho limited liability company.

(4) The provisions of Article VII, "Storm Water Drainage and Retention System" contained in the Declaration shall be applicable to the Real Property as if set out in full herein, provided that a new Section 6 shall be added thereto to read as follows:

Section 6. Grassy Swales: The areas located between the sidewalks and streets (the "Swale Areas") have been improved with Ada County Highway District drainage swales, the primary purpose of which is for storm water, and have been planted with grass. The following provisions shall apply to those areas:

- A. Each Owner shall be obligated to care for and maintain the grassed areas between said Owner's Lot and the street adjacent thereto, including but not limited to the mowing, trimming, weeding and irrigation thereof.
- B. No driveway shall be constructed across the Swale Areas greater than twenty (20) feet in width (provided, however, that this provision is not intended to limit the width of any portion of a driveway located outside of the Swale Areas), and no pipe or culvert may be installed beneath any driveway in the Swale Areas. Prior to construction of any driveway crossing the Swale Areas, plans and specifications therefore shall be submitted to and approved by the Architectural Control Committee.

(5) The Original Covenants shall be amended to provide that, as respects only the Lots contained in the Real Property described hereinabove, each and every reference to the "Architectural Control Committee" contained therein shall instead be read to refer to the Declarant herein which shall have all of the rights, powers, duties and responsibilities granted or reserved to the Architectural Control Committee described in the Original Covenants; provided, however, that the Declarant herein shall only have the right, power, duty and responsibility for the review and approval of the initial construction of the Dwelling Units and other related improvements on such Lots and thereafter, all such rights, powers, duties and responsibilities shall be vested in the Architectural Control Committee described in the Original Covenants. For so long as Declarant herein shall own any Lot contained in the Real Property described hereinabove, the provisions of this paragraph 5 may not be further amended without the written consent of Declarant herein.

(6) The second sentence of Article IX, Section 3 shall be amended to read as follows:

Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation, which shall be returned (wrapped) a minimum of two (2) feet around each corner.

Except as is specifically provided for herein, the provisions of the Original Covenants shall remain in full force and effect without change.

This Supplemental Declaration and Notice of Annexation for Saddlebrook Subdivision Phases 5 and 6 is executed on this 29th day of November, 2006.

Saddle Brook Development I, LLC

By: *Michael S. Homan*
Michael S. Homan, Manager

STATE OF IDAHO)

: ss.

County of Ada)

On this 29th day of November, 2006, before me, a notary public, personally appeared Michael S. Homan, known or identified to me to be the Manager of Saddle Brook Development I, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within 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.



Rae Jean Homan
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 9/27/10